Common Council

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

Regular Meeting

Agenda

Wednesday, April 3, 2019 **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 3, 2019** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the Minutes of the March 19, 2019 Common Council meeting.
4. Public comment upon matters not on the agenda and other announcements.
5. Recommendation from the Board of Park Commissioners to Approve Bid for Bomier Boat Launch Renovations.
6. Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N. Superior Street (Parcel ED-477). Submitted by Joel Ehrfurth, Mach IV Engineering & Surveying, authorized representative for Irwin School Development LLC, property owner.
7. Consider Private Use of Public Streets & Alleys
8. Recommendation from Finance Committee to Accept Walmart Donation to Police Department
9. Recommendation from the Finance Committee to Accept Baycare Clinic Foundation Donation to Police Department
10. Recommendation from Finance Committee to Accept an Anonymous Donation via Ameriprise Financial to Police Department
11. Ordinance #19-08 Amending § 74-1 De Pere Municipal Code Regarding Board of Health.
12. Voucher Approval.
13. Operator License Applications.
14. Future Agenda Items.
15. Adjournment.

Lawrence M. Delo
City Administrator

Any person wishing to attend this meeting who, because of disability, requires special

accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, the previous day so that arrangements can be made.

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Joel Ehrfurth, Mach IV Engineering & Surveying
Irwin School Development LLC
Jahnke Construction

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 3, 2019**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the Minutes of the March 19, 2019 Common Council meeting.**

ATTACHMENTS:

- 3-19-19 Common Council Minutes_Draft (DOC)

Common Council

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

Regular Meeting

Draft Minutes

Tuesday, March 19, 2019 **7:30 PM** **De Pere City Hall Council Chambers**

I. Call to Order

The meeting was called to order at 7:30 PM by Mayor Michael J. Walsh

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

2. Pledge of Allegiance to the Flag.

3. Approval of the Minutes of the March 5, 2019 Common Council Meeting.

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

4. Public Hearing on an amended conditional use permit for Parcel ED-1128-E-1 at 1081 N. Broadway St. to allow residential dwelling units and rooming units above ground level (second floor and above).

A. Notice of Public Hearing.

Clerk Carey Danen announced that the public hearing notice was published in the Green Bay Press-Gazette on March 4th & 11th, 2019.

B. Recommendation from the Plan Commission.

Development Services Director Kim Flom reported that the Plan Commission voted 6-0 at its February 5th meeting to recommend approval of the amended Conditional Use permit. The developer has proposed a mixed use building at the rear of the site, and they are now contemplating a three story building.
Mayor Walsh declared the public hearing open. No one wished to speak and Mayor Walsh declared the public hearing closed. Discussion followed.

C. Resolution #19-24 Rescinding Resolution #18-86 and Authorizing and Approving a Conditional Use Permit (Part of Parcel ED-1128-E-1-3; 1081 North Broadway Street).

Attachment: 3-19-19 Common Council Minutes_Draft (8069 : Approval of the minutes of the March 19, 2019 Common Council meeting.)

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

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

Alderperson Hansen noted that the local "community snapshots" edition of the Green Bay Press Gazette is delivered once a week and is usually left on driveways, City sidewalks, and front walks which causes problems. He implored the Press Gazette (owned by USA Today/Gannett) to deliver the paper on porches rather than dropping them wherever they want. If not, he suggested that the Council should consider taking action.

City resident Dennis Collins asked for an update on the start date of the project to relieve the retention ponds south of Bridge Port Lane. This project was approved last year but has been delayed. He stated that the City has been very responsive when residents have had water issues, but he needs more communication about the project. Mayor Walsh responded that Public Works Director Scott Thoresen will follow up with Mr. Collins.

6. Recommendations from the Board of Public Works Regarding Main Avenue Bump Outs:

A. Approve Option #3 for South Side of Main Ave

B. Consider Option #4 for North Side of Main Ave

Alderperson Hansen moved, seconded by Alderperson Carpenter to approve option #4.
Alderperson Crevier moved, seconded by Alderperson Jennings to open the meeting. Upon vote, motion carried unanimously.
Business owner Kevin Bauer stated that he has spoken to the owner of the Firehouse, and that they would support option # 4 with the contingency that they be allowed to serve alcoholic beverages at outdoor cafes on the bumpouts. He noted that there is a conflict with existing ordinance regarding alcohol regulations. He feels that option #4 would only be beneficial to businesses if they can serve patrons outside.
Alderperson Jennings moved, seconded by Alderperson Nelson to close the meeting. Upon vote, motion carried unanimously.
Mayor Walsh stated that since the Board of Public Works meeting, another alternative has been proposed - to do option #3, keep the parking stalls, and give business owners the option to do a parklet instead. If a business wanted to do outdoor seating, they would be responsible for funding, building, and storing the parklet. This option would retain parking during the winter months.
Public Works Director Scott Thoresen provided more information on parklets, stating that there is interest from east side businesses as well. He stated that stakeholders are concerned about the loss of public parking. He indicated that Definitely De Pere supports option # 3 with the ability to allow parklets. He also stated that Council needs to make a decision tonight so the mid-block crossing can be built this summer.
City Administrator Larry Delo reported that a number of businesses were concerned about parking and the City is trying to come up with a compromise. The recommended alternative would be to do a gathering place on the south side, no additional bumpouts on the north, but then allow parklets there as well as other places downtown. He did point out that if Council goes with

Attachment: 3-19-19 Common Council Minutes_Draft (8069 : Approval of the minutes of the March 19, 2019 Common Council meeting.)

larger bumpouts on the north side, the sidewalks could be pushed out to the street so that a seating area could be placed adjacent to the building. If it is built without stamped concrete, the sidewalk could be moved back and forth. Larry feels that allowing parklets on the north side is a good compromise because it retains parking spaces in the winter months. He explained that the bumpouts on the south side are intended to be more of a gathering space and launching pad for the alleyway (rather than providing outdoor seating). It was not staff's intent to balance out benefits for all businesses.

Scott Thoresen stated that there is no difference to pedestrian safety with options #3 and #4, and confirmed that the alignment for the midblock crossing does not change with any of the options.

City Attorney Judy Schmidt-Lehman stated that staff has not yet done any work on modifications to the liquor license ordinance, but they recognize that some adjustments need to be made.

Larry Delo clarified that no matter what option Council chooses, the plan is to bring forward a policy on parklets. Development Services Director Kim Flom added that staff will be utilizing best practices from other Wisconsin communities in developing a parklet policy.

Scott Thoresen confirmed that the preferred alternative at the Board of Public Works was option #3; the idea for option #4 came up at the meeting, and the Board asked staff to develop and present this fourth option to Council. Discussion followed about the two alternatives.

Alderperson Crevier shared an e-mail he received from Luna Cafe. They are excited for pedestrian friendly improvements, but they are wary of losing parking spots, and they are in favor of option #3. They also hope the discussion includes parking solutions.

Alderperson Nelson moved, seconded by Alderperson Hansen to open the meeting. Upon vote motion carried unanimously.

Kevin Bauer stated that he liked the suggestion to leave the sidewalk unstamped so that a sidewalk cafe could be placed adjacent to the building. He had been told earlier that wasn't possible because of ADA requirements. He stated that he would like to update the aging facade of his building, pending the outcome of the decision on outdoor alcoholic beverage service. He also suggested that the angled radius of the bumpouts would be ideal for one or two motorcycle parking spots.

Alderperson Crevier moved, seconded by Alderperson Jennings to close the meeting. Upon vote, motion carried unanimously.

Scott Thoresen pointed out that the ramps for the mid-block crossing would need to be altered if the sidewalk is moved out. He added that his department sent renderings of option #3 and #4 to every business owner, and has not received a response from anyone other than Luna Cafe and The Longbranch.

Upon roll call vote, the motion to approve option #4 failed with Alderpersons Carpenter, Hansen, and Nelson voting aye; Crevier, Jennings, and Lueck voting nay; and Mayor Walsh voting nay to break the tie.

Alderperson Crevier moved, seconded by Alderperson Jennings to approve option #3. Upon roll call vote, the motion passed with Alderpersons Crevier, Jennings, and Lueck voting aye; Hansen, Nelson, and Carpenter voting nay; and Mayor Walsh voting aye to break the tie.

7. Recommendation from the Board of Public Works to Award Contract 19-01 Sewer and Water Relay and Street Resurfacing to Jossart Brothers, Inc. in the amount of $2,247,515.85.

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

8. Recommendation from the Board of Public Works to Award Contract 19-13 Crackfilling to Asphalt Seal and Repair, Inc. in the amount of $115,200.00

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

9. Recommendation from the Finance & Personnel Committee to accept donation in the amount of $250.00 from Vietnam Veterans of America Chapter 224 to the Fire Department.

   Alderperson Hansen inquired if it is up to the Fire Department to decide how to spend the money. City Administrator Larry Delo stated that if a donor identifies a purpose, it is obviously used for that. Otherwise it is deposited into an account, and when the department wants to use the money, it has to be approved through the budget process, or authorized by the Finance/Personnel Committee and Council.

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

10. Recommendation from the Finance Committee to Approve Bid for Asbestos Inspection and Removal from North Star Environmental Testing in the amount of $1,450.00 and to recommend additional funds up to $20,000.00 for asbestos removal if needed.

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

11. Recommendation from the Finance Committee to Approve approximately $19,000.00 in additional funding for the surfacing at VFW Playground.

    Alderperson Carpenter inquired why this project could not not wait for the VFW pool construction; he suggested that since the Patriot Park project was also over budget, the projects could be reversed.
    Parks Director Marty Kosobucki stated that the reason they are moving forward with the VFW playground is because the equipment has already been purchased, and they plan to do a volunteer build with the Kiwanis Club this summer. Alderperson Carpenter then asked if they knew the project was going over budget before the purchase. Marty stated that the budget is developed based on past history, and they were able to purchase more

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equipment than they thought; it covers more square footage so it requires more sidewalk and poured surface.

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

12. Recommendation from the Finance Committee to Approve Park Department Run Beer Garden with all net proceeds therefrom deposited into a Park Fund established exclusively for park improvements.

Alderperson Nelson explained that before he brought this idea to the Parks Department, he went back and forth over his concern about the perception of the City promoting alcohol. He ultimately decided that a beer garden was about promoting our parks; he is hopeful that it will showcase our parks and community events. He referenced similar beer gardens in Milwaukee, which are designed more for socializing, and are priced in such a way to discourage excessive drinking.
Alderperson Hansen inquired if the park fund will be separated out in the budget; he would like it to be able to show what projects it is funding. City Administrator Larry Delo said that while it has not been discussed yet, he assumes it will be separated for tracking.
Alderperson Carpenter shared some statistics from last year's OWI task force: the City of De Pere had 105 OWIs, six of which were felonies (four or more offenses), 11 misdemeanors (two or three offenses), and 88 first time offenders. He stated that he is against the proposal because he does not feel that the City should be running it.
Larry Delo reported that staff put information out on social media and got a fair amount of responses. While there were a few negative comments, most were positive, and several referenced the Milwaukee beer gardens. He reiterated that the City's goal is to create a family oriented atmosphere.

RESULT:	**ADOPTED [5 TO 1]**
MOVER:	Ryan Jennings, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Crevier, Hansen, Jennings, Lueck, Nelson
NAYS:	Dan Carpenter
EXCUSED:	James Boyd, Dean Raasch

13. Recommendation from the License Committee on an Application for a Temporary Premises Description Change for St. Norbert College.

RESULT:	**ADOPTED [5 TO 0]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Hansen, Jennings, Lueck, Nelson
ABSTAIN:	Scott Crevier
EXCUSED:	James Boyd, Dean Raasch

14. Ordinance #19-07 Repealing and Recreating Chapter 62 - Electrical Code.

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

15. Resolution #19-25 Authorizing Agreement for Consulting Services Between the City of De Pere and Cedar Corporation (2019 Consulting Services).

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

16. Resolution #19-26 Approving Agreement for Consulting Services Between The City of De Pere and Dixon Engineering, Inc. (AT&T Wireless Antenna Installation - Matthew Street Water Tower).

RESULT:	**ADOPTED [5 TO 0]**
MOVER:	Casey Nelson, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Crevier, Hansen, Jennings, Nelson
ABSTAIN:	Larry Lueck
EXCUSED:	James Boyd, Dean Raasch

17. Resolution #19-27 Authorizing State/Municipal Agreement for Main Avenue & Eighth Street Signal Retrofit Project.

    Public Works Director Scott Thoresen answered questions about the project, stating that it is scheduled for 2020. He explained that he will have discussions with Department of Transportation designers about reconfiguring the signal timing to potentially improve traffic flow. His hope is to have the timing be similar to the Broadway/Merrill St intersection.

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

18. Resolution #19-28 Approving Annual Report Under Municipal Separate Storm Sewer System (MS4) Permit and its Submission to the Wisconsin Department of Natural Resources (DNR).

    Public Works Director Scott Thoresen explained that the DNR requires that this report be filed annually. The report describes the City's efforts to treat and monitor stormwater, as well as education programs undertaken by the department.

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

19. Voucher Approval.

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

20. Operator License Applications.

Alderperson Carpenter moved, seconded by Alderperson Hansen to table Previously Tabled Applications #1 and 2. Upon vote, motion carried unanimously.
Alderperson Carpenter moved, seconded by Alderperson Hansen to approve Temporary Operator Applications #1-3. Upon vote, motion carried unanimously.
Alderperson Carpenter moved, seconded by Alderperson Hansen to approve New Operator Applications #1-9. Upon vote, motion carried unanimously.

21. Future Agenda Items.

Alderperson Hansen stated that there are currently two bipartisan companion bills under consideration at the State Legislature that would make a first time DUI a criminal misdemeanor instead of a civil offense. He noted that Wisconsin is the only state that does not criminalize a first time DUI, and asked the Legal Department to draft a resolution urging legislators to support those bills.

Alderperson Lueck requested that the Cultural District Plan proposal about the possibility of rerouting Broadway traffic to Wisconsin Street be revisited with the closing of Shopko. He also requested information from staff on steps the City is or can be taking regarding the prevention of human trafficking. Larry Delo stated that he will speak to the Chief of Police on this topic and determine if an update can be provided at a future Council meeting or if an action item needs to be developed.

22. Resolution #19-29 Authorizing Tax Refund (DORO - 741 Morning Glory Lane).

Alderperson Nelson moved, seconded by Alderperson Crevier to open the meeting. Upon vote, motion carried unanimously.
Property Owner Dan Doro provided an overview of his claim regarding the error in square footage used in assessing his property.
City Attorney Judy Schmidt-Lehman provided additional information from Accurate Appraisal - they determined that the square footage error occurred during the 2005 city-wide revaluation. Accurate was not our assessor at that time. Under state law, the City is given authority to issue a tax refund for palpable error; in the past Council has authorized going back an additional year. The resolution for this agenda item has been drafted to refund two years upon the recommendation of the Finance/Personnel Committee.
Mr. Doro said he's paid incorrect taxes for 12 years, and he feels that a refund of even half of that would be fair and realistic.

Attachment: 3-19-19 Common Council Minutes_Draft (8069 : Approval of the minutes of the March 19, 2019 Common Council meeting.)

City Administrator Larry Delo stated that the City is only able to charge back other taxing jurisdictions for one year.
Alderperson Crevier moved, seconded by Alderperson Lueck to close the meeting. Upon vote, motion carried unanimously.
Discussion followed regarding the need to share more information with taxpayers on how they can verify their property data, including the City's website and making adjustments to future assessment notice letters.
Several alderpersons expressed their regret that Mr. Doro had a frustrating experience attempting to get answers through this process.
Alderperson Crevier moved, seconded by Alderperson Nelson to open the meeting. Upon vote, motion carried unanimously.
Mr. Doro stated that he recently received a new assessment letter, and his assessed value dropped $37,000 so it is obvious that Accurate Appraisal is admitting the error.
Alderperson Crevier moved, seconded by Alderperson Carpenter to close the meeting. Upon vote, motion carried unanimously.

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

23. Adjournment.

Alderperson Nelson moved, seconded by Alderperson Carpenter to adjourn the meeting at 9:08 PM. Upon vote, motion carried unanimously.

Respectfully submitted,

Carey Danen, City Clerk

Attachment: 3-19-19 Common Council Minutes_Draft (8069 : Approval of the minutes of the March 19, 2019 Common Council meeting.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 3, 2019**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to Approve Bid for Bomier Boat Launch Renovations.**

The Board of Park Commissioners, at the March 21, 2019 meeting, approved awarding the bid for Bomier Boat Launch renovations to Jahnke Construction in the amount of $498,079.95. The motion was approved unanimously with a 5-0 vote.
We opened bids for the renovation of Bomier Boat Launch on March 11. We ended up receiving a total of three bids on the project. I have included in your packet a letter from our consultant regarding the bids and their recommendation, a bid summary of quantities, and bid summary of the total amount.

In total, we have $562,225 budgeted for this project to include Engineering Fees and Construction Costs. Engineering Fees for the project are $33,500.

Based on qualified low bid we would support the recommendation of our consultant of Jahnke Construction for Bomier Boat Launch.

ATTACHMENTS:

- Bomier Boat Launch_De Pere_Letter of Recommendation for Award_19-0311 (PDF)
- Bomier Boat Launch BidTab_3-11-19 (PDF)
- Bomier Boat Launch BID Tabs - Totals (PDF)

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GRAEF

collaborāte / formulāte / innovāte

March 11, 2019

Marty Kosobucki
Director of Parks, Recreation and Forestry
City of De Pere
925 South Sixth Street
De Pere, Wisconsin 54115-1199

Subject: Bomier Boat Launch
City of De Pere Project #19-22
Engineer's Letter of Recommendation for Contract Award

Dear Marty:

Enclosed for your review and approval is a copy of the tabulation of bids for all bidders for the above referenced project. The apparent low bidder for the Project is **Janke General Contractors, Inc.** We have thoroughly evaluated the bid by the apparent low bidder and have determined them to be responsive and responsible, and that the estimated contract price is considered fair and reasonable. We also understand that they have pre-qualified with the City of De Pere as required.

GRAEF hereby recommends that the City of De Pere award the construction contract for the Bomier Boat Launch Project, City of De Pere Project #19-22; to **Janke General Contractors, Inc.** in the amount of **$498,079.95.**

If you have any questions, please call us at (920) 592-9440.

Sincerely,

Graef-USA Inc.

Patrick J. Skalecki, P.E., LEED AP
Principal/Green Bay Office Manager

2019-2009.00

Attachment: Bomier Boat Launch_De Pere_Letter of Recommendation for Award_19-0311 (8054 : Recomm from the Bd of Park Comm to

City of De Pere
Project #19-22

Bomier Boat Launch

Detailed Bid Tabs

				Janke General Contractors		Vinton Construction Co.		Michels Corporation	
ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
A-1	575	CY	Topsoil Stripping	$9.00	$5,175.00	$17.65	$10,148.75	$14.08	$8,096.00
A-2	1400	CY	Excavation	$12.00	$16,800.00	$14.57	$20,398.00	$12.46	$17,444.00
A-3	1	LS	Clearing and Grubbing	$1,900.00	$1,900.00	$6,000.00	$6,000.00	$18,413.12	$18,413.12
A-4	93	SY	Concrete Removal	$12.00	$1,116.00	$15.00	$1,395.00	$5.14	$478.02
A-5	195	SY	Asphalt Removal	$5.00	$975.00	$9.00	$1,755.00	$2.17	$423.15
A-6	15	SY	Brick Removal	$47.00	$705.00	$20.00	$300.00	$151.64	$2,274.60
A-7	50	LF	Sawcut Concrete	$3.30	$165.00	$5.00	$250.00	$5.31	$265.50
A-8	445	LF	Sawcut Asphalt	$2.55	$1,134.75	$3.00	$1,335.00	$2.83	$1,259.35
A-9	385	LF	Remove Curb and Gutter	$6.00	$2,310.00	$5.00	$1,925.00	$3.25	$1,251.25
A-10	316	SF	Remove Dock	$6.50	$2,054.00	$7.50	$2,370.00	$4.27	$1,349.32
A-11	60	LF	Remove Retaining Wall	$25.00	$1,500.00	$20.00	$1,200.00	$59.57	$3,574.20
A-12	8	EA	Tree Removal	$375.00	$3,000.00	$100.00	$800.00	$162.47	$1,299.76
A-13	190	Ton	Base Course, 3/4"	$23.00	$4,370.00	$19.60	$3,724.00	$21.66	$4,115.40
A-14	1325	Ton	Base Course, 1 1/4"	$22.00	$29,150.00	$14.00	$18,550.00	$19.50	$25,837.50
A-15	5	CY	Breaker Run	$63.00	$315.00	$51.00	$255.00	$32.49	$162.45
A-16	325	Ton	Asphalt Pavement	$86.00	$27,950.00	$104.30	$33,897.50	$113.19	$36,786.75
A-17	570	SY	5" Concrete Sidewalk	$57.50	$32,775.00	$58.50	$33,345.00	$60.65	$34,570.50
A-18	45	SY	7" Concrete Driveway	$63.50	$2,857.50	$64.20	$2,889.00	$67.15	$3,021.75
A-19	2	EA	Detectable Warning Field	$258.00	$516.00	$250.00	$500.00	$297.86	$595.72
A-20	75	SF	Concrete Stairs with Railing	$328.00	$24,600.00	$318.00	$23,850.00	$346.60	$25,995.00
A-21	1	LS	Boat Launch/8" Concrete Slab/Toe Stone	$97,650.00	$97,650.00	$196,000.00	$196,000.00	$164,425.23	$164,425.23
A-22	241	SF	Dock	$140.00	$33,740.00	$59.00	$14,219.00	$96.09	$23,157.69
A-23	1	LS	Kayak Launch	$31,312.00	$31,312.00	$37,500.00	$37,500.00	$16,224.97	$16,224.97
A-24	910	LF	24" Concrete Curb and Gutter	$26.30	$23,933.00	$25.00	$22,750.00	$28.16	$25,625.60
A-25	20	EA	Drilled Tie Bars	$10.50	$210.00	$10.00	$200.00	$11.91	$238.20
A-26	492	EWSF	Concrete Block Retaining Wall	$40.00	$19,680.00	$80.50	$39,606.00	$97.48	$47,960.16
A-27	5210	LF	Pavement Marking, 4" White	$0.67	$3,490.70	$0.65	$3,386.50	$2.17	$11,305.70
A-28	1	EA	Adjust Manhole	$900.00	$900.00	$500.00	$500.00	$270.78	$270.78
A-29	1	EA	Tracking Pad	$1,250.00	$1,250.00	$2,000.00	$2,000.00	$3,249.37	$3,249.37
A-30	820	LF	Silt Fence	$2.85	$2,337.00	$2.50	$2,050.00	$4.87	$3,993.40
A-31	7	EA	Sediment Log	$100.00	$700.00	$90.00	$630.00	$162.47	$1,137.29
A-32	120	CY	Topsoil Respread	$21.75	$2,610.00	$58.50	$7,020.00	$46.57	$5,588.40
A-33	1335	SY	Seed, Fertilize and Mulch	$2.40	$3,204.00	$1.10	$1,468.50	$4.06	$5,420.10
A-34	525	SY	Erosion Mat, WisDOT Class 1, Urban Type B	$2.80	$1,470.00	$2.25	$1,181.25	$2.98	$1,564.50
A-35	4	CY	Riprap, Medium	$94.00	$376.00	$100.00	$400.00	$97.48	$389.92
A-36	1	EA	Inlet Protection, Type D	$100.00	$100.00	$50.00	$50.00	$162.47	$162.47
B-1	850	LF	Tree Protection Fencing	$4.60	$3,910.00	$3.50	$2,975.00	$3.12	$2,652.00
B-2	10	EA	Shade Tree	$440.00	$4,400.00	$660.00	$6,600.00	$595.72	$5,957.20
B-3	10	EA	Ornamental Tree	$440.00	$4,400.00	$725.00	$7,250.00	$704.03	$7,040.30
B-4	16	EA	Evergreen Tree	$440.00	$7,040.00	$535.00	$8,560.00	$595.72	$9,531.52
B-5	13	EA	Evergreen Shrub	$440.00	$5,720.00	$50.00	$650.00	$108.31	$1,408.03
B-6	1	LS	24' Steel Hexagon Picnic Shelter	$38,000.00	$38,000.00	$42,000.00	$42,000.00	$42,349.43	$42,349.43
E-1	1	LS	8'x8'x8' Steel Pergola	$13,500.00	$13,500.00	$21,000.00	$21,000.00	$16,282.35	$16,282.35
E-2	630	LF	Electrical Wire, Lighting No. 10 AWG	$0.85	$535.50	$0.80	$504.00	$1.08	$680.40
E-3	120	LF	Electrical Wire, Lighting No. 12 AWG	$0.80	$96.00	$0.75	$90.00	$0.92	$110.40
E-4	40	LF	Conduit Rigid, Nonmetallic, Sch 40, 3/4-inch	$5.15	$206.00	$5.00	$200.00	$5.96	$238.40
E-5	210	LF	Conduit Rigid, Nonmetallic, Sch 40, 1-inch	$5.15	$1,081.50	$5.00	$1,050.00	$5.96	$1,251.60
E-6	3	EA	Concrete Pole Bases	$902.00	$2,706.00	$875.00	$2,625.00	$974.81	$2,924.43
E-7	3	EA	Poles (15-ft Straight Square 4" To match ex)	$1,236.00	$3,708.00	$1,200.00	$3,600.00	$1,299.75	$3,899.25
E-8	3	EA	Pole mounted luminaires for new poles	$1,545.00	$4,635.00	$1,500.00	$4,500.00	$1,624.69	$4,874.07
E-9	3	EA	Double Mast Arm	$3,358.00	$10,074.00	$3,250.00	$9,750.00	$3,520.16	$10,560.48
E-10	3	EA	Wire Festoon Receptacle in Pole	$129.00	$387.00	$125.00	$375.00	$140.81	$422.43
E-11	1	EA	4-pole Relay Contact tied into ex. photo eye	$980.00	$980.00	$950.00	$950.00	$1,083.12	$1,083.12
E-12	3	EA	Relocated Poles	$1,700.00	$5,100.00	$1,650.00	$4,950.00	$1,841.31	$5,523.93
E-13	3	EA	New luminaires for relocated poles	$1,545.00	$4,635.00	$1,500.00	$4,500.00	$1,624.69	$4,874.07
E-14	2	EA	New luminaires for non-relocated poles	$1,545.00	$3,090.00	$1,500.00	$3,000.00	$1,624.69	$3,249.38
E-15	1	EA	Relocated wooden utility pole with light	$1,545.00	$1,545.00	$1,500.00	$1,500.00	$2,166.25	$2,166.25
Total Bid Amount				**$498,079.95**		**$620,477.50**		**$625,006.16**	

Attachment: Bomier Boat Launch BidTab_3-11-19 (8054 : Recomm from the Bd of Park Comm to Approve Bid for Bomier Boat Launch Renovations.)

GRAEF

City of De Pere
Bomier Boat Launch
City Project #19-22
Bid Tab Summary
March 11, 2019
1:00 P.M.

Bidder	Total Amount Bid
Janke General Contractors, Inc.	$498,079.95
Vinton Construction Company	$620,477.50
Michels Corporation	$625,006.16

Attachment: Bomier Boat Launch BID Tabs - Totals (8054 : Recomm from the Bd of Park Comm to

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 3, 2019**
DEPARTMENT:	**Plan Commission**
FROM:	**Kimberly Flom**
SUBJECT:	**Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N. Superior Street (Parcel ED-477). Submitted by Joel Ehrfurth, Mach IV Engineering & Surveying, authorized representative for Irwin School Development LLC, property owner.**

On March 25, 2019, Plan Commission unanimously recommended approval of the precise implementation plan with a vote of 5-0.

ATTACHMENTS:

- Report to Plan Commission - PIP (DOCX)
- PC Attachments (PDF)

Item 4: **Recommendation regarding a Precise Implementation Plan (PIP) for 428 N. Superior Street (Parcel ED-477). Submitted by Joel Ehrfurth, Mach IV Engineering & Surveying, authorized representative for Irwin School Development LLC, property owner.***

SITE MAP

REQUESTED ACTION:	Precise Implementation Plan (PIP) Required follow up to General Plan and Rezoning approvals granted in 2018.
COMMON DESCRIPTION:	428 N. Superior Street, also known as the Irwin School Property.
PARCEL NUMBER:	ED-477
EXISTING ZONING:	R-3 PDD (General Business District with a Planned Development District overlay)
SURROUNDING LAND USES:	R-2 Residential to the north, south, east, and west.
COMPREHENSIVE PLAN:	Commercial

Attachment: Report to Plan Commission - PIP (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP)

APPLICANT / OWNER:

Mach IV Engineering & Surveying LLC
Applicant
2260 Salscheider Ct
Green Bay, WI 54313

Irwin School Development LLC
Property Owner
225 East St. Paul Avenue, Suite 302
Milwaukee, WI 53202

SITE HISTORY:

Year 1938-2017 air photographs identify the subject property being developed with the Irwin School structure. The brick school was built in a Collegiate Gothic style in 1924 on the 1.4 acre lot. The Irwin School is listed on both the state and national historic registers and is also part of the North Michigan Street/North Superior Street Historic District.

In 1988, the school property was rezoned to B-2, with a PDD overlay, in order to convert the building use to offices. In August of 2018, after many years of building vacancy, the Council approved a rezoning to R-3, with a PDD overlay, in order to facilitate the Irwin Lofts project.

The petitioner proposes to renovate the existing school building into 8 condominiums and also build 12 new townhomes, in two buildings within the existing surface parking area along William St and Franklin St. A Certified Survey Map (CSM) related to this development, will also be reviewed by the Plan Commission at the March 25, 2019 meeting.

STAFF REVIEW:

This submittal is the required final zoning review for the Planned Development District overlay for this property. The PIP functions as a site plan for Planned Development properties. Municipal Code Chapter 14, Article XI provides specific regulations for Planned Development Districts but other sections of the Zoning Code are also utilized when reviewing this application.

PIP REVIEW CONSIDERATIONS

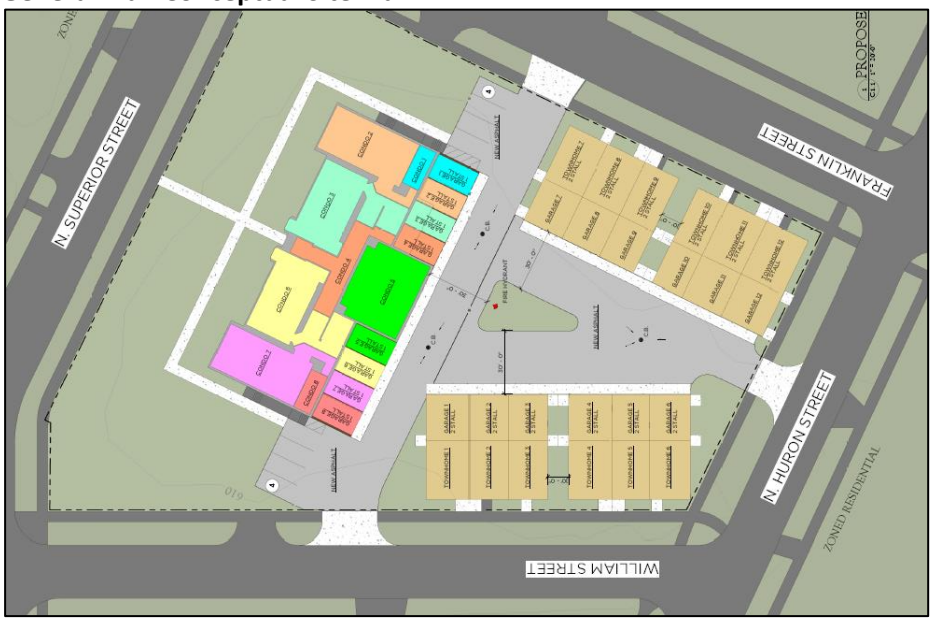
SUMMARY

The site plan submitted as part of the PIP application differs slightly from the plan reviewed during the General Plan/Rezoning process. These types of changes are not atypical as projects move from conceptual design to detailed design.

The primary change is that the six-unit townhome building located on the southern half of the project has been realigned so that it is parallel with the northern building, rather than aligning with the block face. The proposed alignment provides adequate area needed for storm water management and ultimately creates more of a front yard for this townhome building. At the same time, it will open up some views to the garages on the rear side of the Irwin School building.

Attachment: Report to Plan Commission - PIP (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP)

General Plan Conceptual Site Plan



Proposed PIP Site Plan

1. <u>Adequacy of Design</u>

The project fits within the future vision for De Pere by preserving a historic building, providing infill development and increasing residential units, and housing diversity, near Downtown. The exterior of the Irwin School building will not be dramatically altered. Single story garages will be added on the back of the building, but are designed in a way to integrate into the architecture with materials and colors. The new townhomes will provide a more attractive street view than the current deteriorating parking lot and landscaping.

Attachment: Report to Plan Commission - PIP (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP)

2. Consideration of Comprehensive Plan

The Comprehensive Plan lists the future land use of this property as Commercial, but that is likely due to the previous zoning category of B3-PDD. The entire area surrounding the property is an established R-2 near-downtown neighborhood comprised primarily of single-family homes. As designed, the project aligns with a number of the goals of the Comprehensive Plan including:

- Promote an adequate supply and mix of housing types for individuals of all life stages, physical abilities, and income levels.
- Strive for a compact, efficient land use pattern by promoting the development of existing vacant and underutilized lots.
- Ensure the compatibility of adjoining land uses for both existing and future development.
- Continue to enforce design standards for developments, including lighting and parking lot landscaping.
- Create additional mixed-use neighborhood centers which contain a variety of commercial and residential uses with an emphasis on pedestrian scale rather than auto-oriented development patterns.
- Provide for a mix of residential uses and housing types within neighborhoods through the establishment of flexible zoning standards and the promotion of planned developments.
- Continue to develop interesting and diverse neighborhoods, a thriving downtown, a variety of job opportunities, and other features which will attract and retain highly skilled workers.

3. Consideration of Adjacent Development

The proposed project preserves and renovates an existing historic building that has been an integral contributor to the neighborhood character. The proposed two story townhomes offer a different, and highly desired, type of housing product in the area. The applicant has designed the townhomes in order to integrate within the surrounding area.

4. Unsafe or hazardous Conditions

The property does not have any unsafe or adequate conditions that would limit the development potential of the site.

5. Allowable Densities

R-3 Density requirement: 3,500 s.f./dwelling unit (2+ units). With increases permitted as part of the Planned Development overlay if in compliance with the below:

a) That there will result an appropriate relationship between the number of dwelling units and the facilities required and available to service them, such as sewer, water, schools, streets, and other appropriate municipal services.
b) That there will be an appropriate provision of common open space to compensate for clustering or other concentration of dwelling units, consistent with the goal of creating a desirable living environment. Except as provided below, no plan for a planned development shall be approved unless such plan provides for permanent open space equivalent to twenty percent (20%) of the total area in single family residential planned developments, thirty percent (30%) in multiple family planned developments, and five percent (5%)

in business planned developments. Such open space may be in any of the following forms, provided they contribute realistically and specifically to the enhancement of the environmental character of the development for benefit of the residents thereof and the community.

c) That there will result an appropriate relationship between the character of developments existing or likely to result from the zoning of property adjacent thereto.

d) Site design standards.

As designed, the project provides 3,094 square feet per dwelling unit. The density is just short of the R-3 requirements but acceptable per the PDD zoning and above criteria. Site design standards are reviewed in detail below.

6. <u>Site Design Standards</u>

Natural features. Physical layout and form of all structures shall be designed with regard to the topography and natural features of the site.

Project has been designed to preserve the existing building and the mature trees located on the west half of the property.

Visual aspects. The overall design shall provide for the appearance of external unity throughout the development. Variations of building elevations and materials used therein shall be encouraged insofar as they reinforce rather than hamper the design harmony. Housing and other facilities near the periphery of the planned development shall be designed so as to be harmonious with the neighboring area.

The design of the project reinforces design harmony and will integrate well into the surrounding neighborhood.

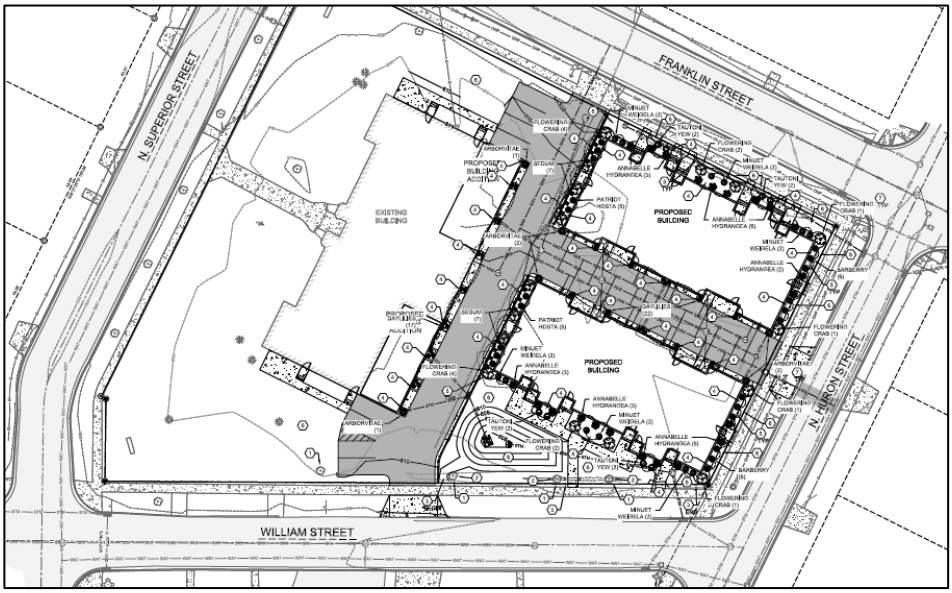
Landscaping. Where natural or existing topographic features contributed to the beauty and utility of a development, consideration shall be given to this preservation. Modification to topography features should only occur where it contributes to good appearance. Code requires 1 tree per dwelling unit as well as 10% of the lot area to be retained as open space.

The landscape plan preserves the landscaping, including mature trees, and topography along the western portion of the site in front of Irwin School. Additional foundation landscaping is proposed around the townhomes. Over 10 percent of the lot is being retained as open space.

As submitted, the plan does not provide 1 tree per dwelling unit and also does not provide required screening for the surface parking stalls. Additionally, plant material should be added along the western portion of the stormwater area in order to soften the appearance of the garages. Detailed suggestions are provided in the Staff Comment section of this report.

Attachment: Report to Plan Commission - PIP (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP)

Proposed Landscape Plan



Lighting
In order to integrate into the existing residential neighborhood, no pole lighting is proposed. Wall sconces will be provided for each residential unit, similar to a single family home development. Existing street lights will also help illuminate the area, but not impact the surrounding residential homes.

7. <u>Accommodation of Pedestrian Traffic</u>
Pedestrian traffic is adequately accommodated via the existing public sidewalks surrounding the property and the connections provided from the sidewalks into building entrances.

8. <u>Parking and Refuse Collection</u>
The zoning code requires 1.75 spaces/unit for multifamily units that have 2 or more bedrooms and also .25 visitor stall/unit. 40 parking stalls are required for this project. 42 spaces are provided as detailed below:

Surface Parking – Eight (8) Stalls
Townhome A – Four (4) two-stall garages and two (2) single-stall garages
Townhome B – Four (4) two-stall garages and two (2) single-stall garages
Irwin School – Six (6) two-stall garages and two (2) single-stall garages

Refuse collection will occur with the use of City garbage and recycling bins for each unit in the same manner that occurs for the surrounding residential area.

9. <u>Building Design</u>
The Irwin School building is not proposed to change in appearance on the north, south and west sides of the building. Garages are proposed to be added to the rear, but are integrated into the building via materials and colors.

Attachment: Report to Plan Commission - PIP (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP)

Architectural Rendersings of Irwin School

The townhomes are designed as a two-story rear-load product. The building fronts will face the street while the attached garages are accessed via a shared alley. This type of product enhances the visual aesthetic of the street and also minimizes the number of driveway access points along the property.

Color Elevations of Proposed Townhomes

Attachment: Report to Plan Commission - PIP (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP)

Architectural Renderings of Proposed Townhomes

The townhomes are designed with pitched roofs and utilize a cultured stone veneer, brick veneer, vinyl lap siding and vinyl shake siding. Most homes in this neighborhood are 1-2 stories and utilize wood or vinyl siding and are of many various architectural styles. As designed, the townhomes should integrate well into the surrounding neighborhood.

The townhome height is not specified on the elevations, but appears to be within the Code required 35'. The applicant requests approval of the utilization of siding and roofing for the buildings instead of brick and stone.

10. <u>Bulk Requirements & Setbacks</u>

Zoning Code requires a 30' Front, 10' Interior Side, 30' Corner Side and 30' rear setback in the R3 District. However, Planned Development projects often include bulk requirement modifications in order to accommodate the unique features proposed by the project. The applicant requests the following modified setbacks as part of the Planned Development overlay for this property.

- Franklin Street Front Yard Setback: 13'
- William Street Front Yard Setback: 5'
- Huron Street Corner Side Setback: 7.5' for the building wall and 1.5' for any landing or stairs to exit onto the sidewalk.

The requested modifications align with the design intent of the project.

11. <u>Condominium & Phasing Time Schedule</u>

Per code requirements, condominium information and the following phasing schedule have been provided for the project.

Attachment: Report to Plan Commission - PIP (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP)

a. Phase I
   i. Begin Construction Spring 2019
   ii. Complete Site and Utility Work December 2019
b. Phase 2
   i. Begin Construction of Townhome A Spring 2019
   ii. Complete Construction of Townhome A December 2019
c. Phase 3
   i. Begin Remodel of Irwin School Spring 2019
   ii. Complete Remodel of Irwin School December 2019
d. Phase 4
   i. Begin Construction of Townhome B Spring 2020
   ii. Complete Construction of Townhome B December 2020

STAFF COMMENTS: The following staff comments are conditions that need to be acknowledged or addressed via resubmittals, prior to final approval of the PIP.

Engineering:

1. Provide owner information on existing utilities.
2. Sanitary is located on William and Franklin Streets. Cast iron water main is located on Williams and Superior Street. PVC water main is located on Huron Street. There is no water on Franklin Street. A 12" storm lateral is stubbed out of Huron Street.
3. Storm water management will be required for redevelopment.
4. Water connection is a critical issue that must be coordinated with the Engineering Department.
5. Submit a lighting plan to confirm that light spillover into surrounding residential area will not occur.
6. Sheet C1.0 - Need to show sidewalk, driveway, and asphalt pavement removals required for sanitary sewer lateral.
7. Sheet C1.0 - Existing water service and sanitary sewer lateral needs to be abandoned at the main.
8. Sheet C2.0 - Move owner information to sheet C0.1.
9. Sheet C3.0 - Add comment that the contractor will need an excavation permit for all work in the right-of-way. Please contact De Pere Public Works 920-339-4061 for permit package. Permit review may take up to two weeks.
10. Sheet C3.0 - What size water meter is required. If greater than 1-inch notify water department staff ASAP at 920-339-4063 as the meter will need to be ordered.
11. Sheet C3.0 - If water service is to remain 4-inches in diameter or larger, add the following comment: Prior to going live, the water service will need to be tested (e.g. safe sample and pressure tested).
12. Sheet C3.0 - Add comment to call Engineering staff at 920-339-4061 at least 24-hours in advance to making water service, storm sewer lateral, or sanitary sewer lateral connections so their locations can be documented for city records.
13. Sheet C3.0 - Need to have full width pavement restoration shown for sewer lateral on Franklin Street.
14. Sheet C3.0 - Sanitary sewer pipe between San MH20 and proposed invert in the sanitary sewer main on Franklin Street has a slope of 0.84% not 0.60%.
15. Sheet C3.0 - Storm Sewer pipe between STM CO10 and STM CO9 has a slope of 1.20% not 1.07%
16. Sheet C3.0 - Pipe between dry pond outlet structure and STM Manhole 1 has a slope of 0.53% not 0.41%.
17. Sheet C3.0 - Additional comments will be provided as the water system will need to be reviewed again to fix metering comment listed above.
18. Sheet C3.0 - Need to see sidewalk replacement limits for both storm sewer

laterals.

19. Sheet C5.0 - Need to see the WisDNR soil loss discharge calculations and corresponding map. This can be included in the SWMP.
20. Sheet C6.0 - Detail E needs to reflect 8-inch concrete for driveway aprons and sidewalks abutting driveways.
21. Add comment in the plan that all concrete work completed in the Public righ-of-way must be completed by a licensed concrete contractor. Please contact De Pere Public Works at 920-339-4061 to obtain a list of licensed concrete workers or apply for a concrete worker's license.
22. Staff is still completing review of the SWMP. Additional comments may be provided pending its final review.
23. City will need to enter into a storm water maintenance agreement for the maintenance items listed in the SWMP. Agreement is to be provided by City staff.
24. Additional comments may be provided in response to changes made due to the items above.

Fire:
No comments provided. Comments may be included in reviews of subsequent submittals.

Forestry:
No comments provided. Comments may be included in reviews of subsequent submittals.

Health:
None.

Planning:

1. Revise the landscape plan to meet the Code requirement of 1 tree per dwelling unit. Work with staff to determine if consideration can be given to the preservation of existing trees or inclusion of street trees.
2. Revise the landscape plan to include some plant material along the western edge of the storm water area in order to soften the appearance of the condominium garages.
3. Revise the landscape plan to increase the plant quantities along the middle section of foundation landscaping at the front of each townhome building.
4. Work with staff to assess the landscape condition along the foundation of Irwin School in order to determine if any additional material is required.
5. Revise the landscape plan to include plant material that will screen the surface parking spaces per Code requirements.
6. Coordinate garbage bin pick up location with the Department of Public Works.
7. Revise building elevations to include building height.
8. Identify location of HVAC Systems and subsequent required screening.
9. Confirm that no site signage is proposed, or submit proposed signage to be designed so that it does not detract from the residential character of the neighborhood.

Building/Inspection:

1. MUN Chapter 42 Soil Erosion Control – The site is less than one acre. WDNR/NOI permit not required. Soil erosion control shall be implemented 24 hours after site disturbance. All soil erosion control shall be maintained, inspected, accurate records maintained on a weekly basis and properly repaired and inspected after a precipitation event.
2. Plumbing water, storm& sanitary and interior fixtures shall require DSPS approval

3. IBC 501.2 Address Identification – New and existing buildings shall be provided legible and placed in a position that is visible from the street or road fronting the property. Address identification shall contrast with their background and shall be Arabic numbers or alphabetical letters and shall not be spelled out. Each character shall be 4 inches high with a ½-inch stroke.
4. Water metering shall be in accordance with Municipal and PSC standards

REVIEW PROCESS: The Common Council approved the General Plan and Planned Development District Zoning for this project on August 21, 2018. The Precise Implementation Plan review is the last step of the Planned Development District.

The PIP is reviewed by the Plan Commission and Common Council. Common Council review for this project is anticipated to occur at the April 3, 2019 meeting. Residents within 300' of this property have been notified regarding this application.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the Precise Implementation Plan (PIP) subject to compliance with the staff conditions outlined in this report.

Staff recommends APPROVAL to substitute required brick and stone with stone, brick, siding and roofing in variations of brown, tan and gray earth tones for the townhomes as shown on the renderings that are attached to this report.

Staff recommends APPROVAL of the following setback modifications.

- Franklin Street Front Yard Setback: 13'
- William Street Front Yard Setback: 5'
- Huron Street Corner Side Setback: 7.5' for the building wall and 1.5' for any landing or stairs to exit onto the sidewalk.

Staff recommends APPROVAL to eliminate the landscape buffer requirement for a multifamily district in order to ensure that the project integrates into the existing neighborhood.

Staff recommends APPROVAL to reduce the density requirement for the site from 3,500 s.f./dwelling unit to 3,092 s.f./dwelling unit.

Attachment: Report to Plan Commission - PIP (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP)

IRWIN LOFTS
PRECISE IMPLEMENTATION PLAN

MACH IV
ENGINEERING • SURVEYING • ENVIRONMENTAL

DATE: March 11, 2019

PETITIONER: DeLeers Construction, Inc./Mach IV Eng. & Surveying LLC

REQUESTED ACTION: Rezoning Request to rezone Parcel ED-477 (428 N. Superior Street from B-2 PDD to R-3 PDD to redevelop Irwin School into condominiums and to add 12 townhomes in the parking lot the east side of the school.

COMMON DESCRIPTION: 428 N. Superior Street, located southeast from the N. Superior Street and Franklin Street intersection.

PARCEL NUMBER: ED-477

EXISTING ZONING: B-2 PDD (General Business District with a Planned Development District overlay)

PROPOSED ZONING: R-3 PDD (Multiple Family Residence District with a Planned Development District overlay)

SURROUNDING LAND USES: Residential to the north, south, east, and west.

COMPREHENSIVE PLAN: Commercial

APPLICANT / OWNER: Irwin School Development LLC
Lindsey Bovinet, President/CEO
225 East St. Paul Ave., Ste 302
Milwaukee, WI 53202

BACKGROUND:

The property lies within the North Michigan Street-North Superior Street Historic District, which is on both the National and State Register Listing. The property is not on the local list of historic properties or sites. The brick school was built in a Collegiate Gothic style in 1924 on the 1.4 acre lot. The school property was rezoned to B-2 with a PDD overlay and converted to offices for business use in 1988, however, the property is now vacant.

The developer proposes to rezone the property from a business zoning category to a residential zoning category in order for the land use to better fit the residential neighborhood. The rezoning request includes changing the existing B-2 District to an R-3 District in order to better fit the surrounding residential (R-2) district. The Comprehensive Plan suggests a commercial use for the property; however, businesses have not been able to succeed in the historic structure. A residential use, like R-3, is a better fit for the neighborhood.

The proposed zoning is R-3 with a PDD overlay is requested in order to convert the school into eight (8) condominiums and to add 12 townhome units, in two buildings, located within the existing parking lot area to the east of the school building.

The number of bedrooms total 50. The residential population of the site is expected to be approximately 42. Based on the type of user that this type of condominium and townhome tends to attract, 30 adults and 12 children likely will live there. The existing public street system, parks, and school district will accommodate the new residents.

Attachment: PC Attachments (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N. Superi)

The proposed development will maintain the existing street patterns and proposes to add one additional ingress/egress point off N. Huron Street.

The PDD portion of the request includes three changes to the standard zoning:

1. Replace or modify existing PDD overlay
2. Reduce building setbacks
   a. Reduce front yard setback on William Street and Franklin Street from 25 feet to 5 feet,
   b. Reduce corner side setbacks on Huron Street from 25 feet to 1.5 feet.
   c. These changes will not affect vision triangles, nor will it affect existing utility easements.
3. Townhouse facade materials
   a. Substitute required brick, stone and other materials with stone, brick, siding and roofing in variations of brown, tan, and grey earth tones. Materials substitutions apply to the proposed townhouses.

PRECISE IMPLEMENTATION PLAN:

An accurate identification of the area of the Precise Implementation Plan as it relates to the General Development Plan.

The overall property boundary for Parcel ED-477 is not proposed to change. The parcel is proposed to be split into two parcels via a Certified Survey Map (CSM). Lot 1 will contain the former school and Lot 2 will contain the proposed townhomes in what is currently the parking lot. Each lot will have a condominium plat overlay.

The street setbacks for the townhomes are proposed to be reduced on William Street and Franklin Street from 25 feet to 5 feet, and reduced on Huron Street from 25 feet to 1.5 feet. There are a total of 20 units proposed on the site with attached garage stalls and 8 external parking stalls.

A subdivision plat as required by Section [Chapter] 236, Wisconsin Statutes [Wis. Stats. ch. 236], of the area of the Precise Implementation Plan showing all existing utilities and recorded easements.

The parcel is proposed to be split into two parcels via a Certified Survey Map (CSM). Each lot will have a condominium plat overlay. Proposed CSM and condominium plats are enclosed for review and approval.

The topography of the area of the Precise Implementation Plan showing contours at an interval of no more than 5 feet.

The existing topographic survey as well as proposed grading plans are enclosed. Generally speaking, the site is flat with the majority of the site at elevation 610.00.

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

The proposed land use will be multi-family residential to accommodate 8 condominium units within the renovated school and 12 new townhome units to the east of the school. The proposed site plan is enclosed. Green space/open area is over 40% of the property. The enclosed site plans identify common open spaces as the 40% greenspace, private walkways, drive lanes and outdoor parking stalls.

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

Proposed grading plans are enclosed.

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

The proposed landscape plans are included. The proposed landscape plan shows the existing unkempt landscape berms and vegetation being removed and replaced.

.

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

The Irwin school building exterior will remain as is and similar brick will be added to the new garages. New windows will be added to original building. The town houses will be lap and shake siding with brick and stone. The Townhome facade materials are stone, brick, siding, and roofing in variations of brown, tan, and grey earth tones.

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

Utility plans are enclosed. In summary, proposed utilities are as follows:

Sanitary Sewer

Sanitary sewer is proposed to connect into the existing sewer in Franklin Street. The school building will have a 6-inch lateral and each townhome will have a 4-inch lateral. Due to the shallow depth of the existing sanitary sewer, it is anticipated the townhomes will require sewage ejectors for basement plumbing fixtures.

Water

Water is proposed to connect into the existing watermain on N. Huron Street. A common 6-inch line will connect to the Irwin school building for fire protection. Each townhome will have a 1-inch water service and individual water meter.

Storm Sewer

The roof water from the Irwin school building currently splashes on grade. It is proposed the roof water will be captured by storm sewer and discharged to a storm water management practice along William Street. The roof water from the townhomes will also be captured by storm sewer and discharged to a storm water management practice along William Street. The surface water from the drives and parking areas will be discharged captured by storm sewer and discharged to a storm water management practice on William Street. The storm water management practice will connect to the public storm sewer system on William Street. A Storm Water Management Report is submitted for review and approval.

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

The drives/roads are proposed as private facilities and as such, are designed in accordance with industry standards. The application site details are enclosed.

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

The proposed condominium association declarations are enclosed. The declarations apply to both lots and are intended to allow common ingress/egress points and utility services to both condo associations.

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

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

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

NA

Attachment: PC Attachments (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N. Superi)

1 A1.1 FIRST FLOOR PLAN
1/4" = 1'-0"

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PRELIMINARY - NOT FOR CONSTRUCTION

IRWIN LOFTS
428 N. SUPERIOR ST. DEPERE, WI

Attachment: PC Attachments (6956 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N. Superi)

PRE-CONTRACT UPDATES:
3.11.19 BUDGET SET

B.D.A.: Mike Cashman
DESIGNER: Jeremy Lueck
DRAWN BY: BSS
DESIGN NO: 18-60-04

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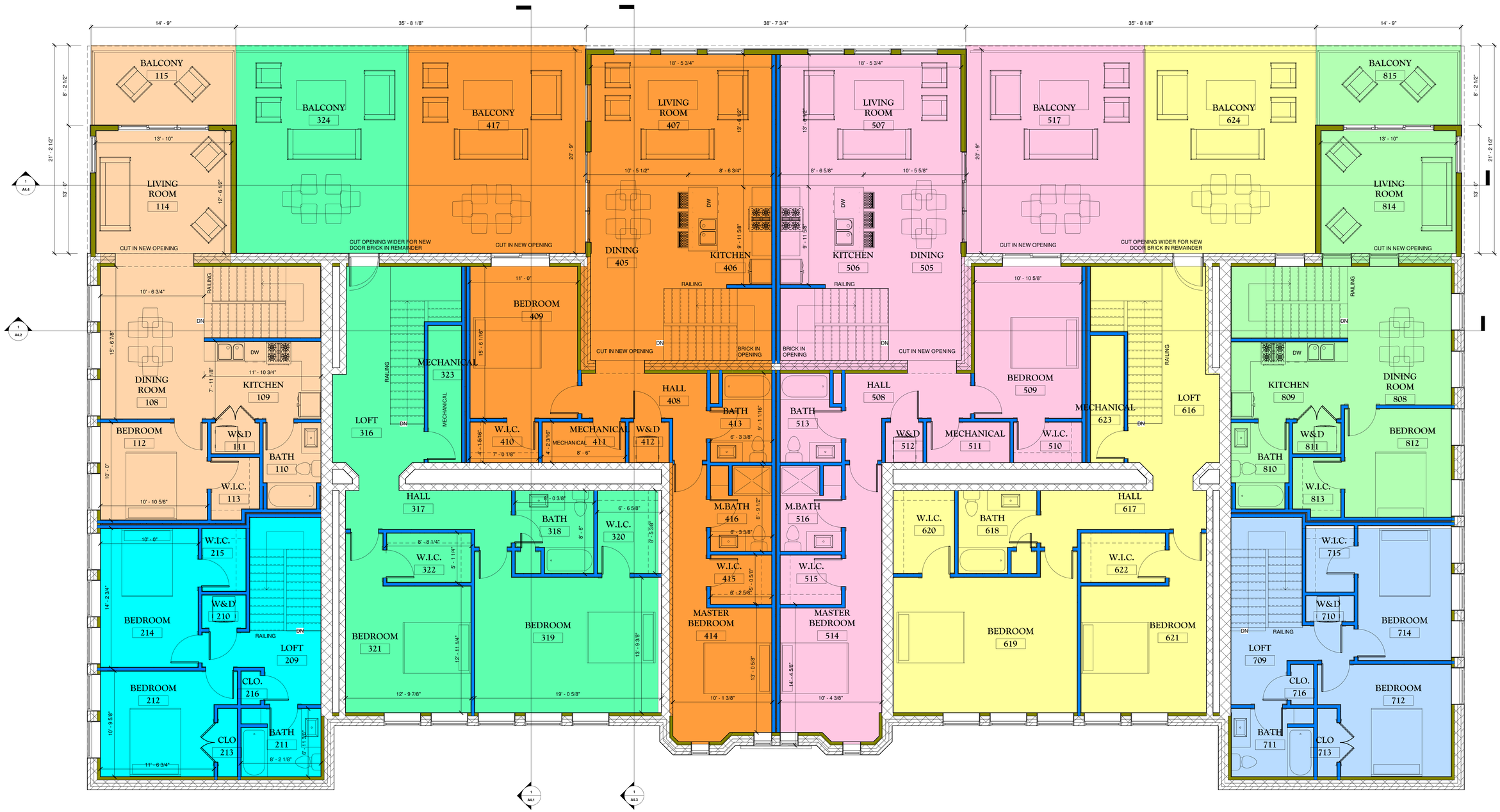
CONSTRUCTION SET REVISIONS

DATE: 01/30/19
SHEET: A1.1



1 A1.2 SECOND FLOOR PLAN
1/4" = 1'-0"

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PRELIMINARY - NOT FOR CONSTRUCTION

IRWIN LOFTS

428 N. SUPERIOR ST. DEPERE, WI

Attachment: PC Attachments (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N. Superi)

PRE-CONTRACT UPDATES:
3.11.19 BUDGET SET

B.D.A.: Mike Cashman
DESIGNER: Jeremy Lueck
DRAWN BY: BSS
DESIGN NO: 18-60-04

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CONSTRUCTION SET REVISIONS

DATE: 09.05.17
SHEET: A1.2

1 A2.1 WEST ELEVATION
1/4" = 1'-0"

2 A2.1 EAST ELEVATION
1/4" = 1'-0"

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IRWIN LOFTS

428 N. SUPERIOR ST. DEPERE, WI

Attachment: PC Attachments (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N. Superi)

PRE-CONTRACT UPDATES:
3.11.19 BUDGET SET

B.D.A.: Mike Cashman
DESIGNER: Jeremy Lueck
DRAWN BY: BSS
DESIGN NO: 18-60-04

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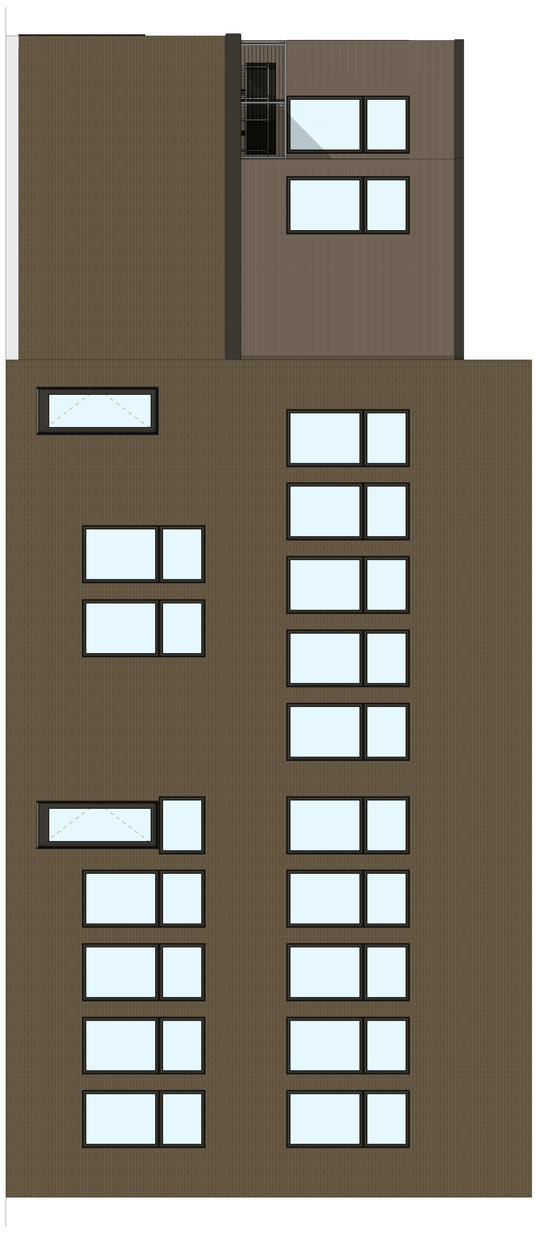
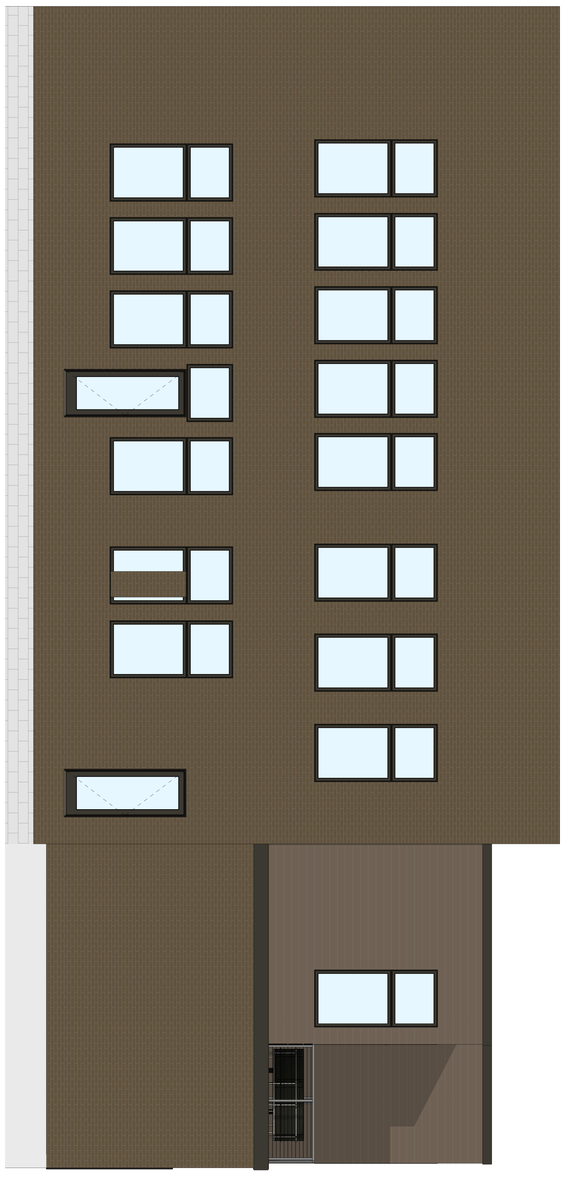


1 A2.2 1/4" = 1'-0" NORTH ELEVATION



2 A2.2 1/4" = 1'-0" SOUTH ELEVATION

PRELIMINARY - NOT FOR CONSTRUCTION

SHEET: A2.2

DATE: 01-30-19

CONSTRUCTION SET REVISIONS

B.D.A.:	Mike Cashman
DESIGNER:	Jeremy Lueck
DRAWN BY:	BSS
DESIGN NO:	18-60-04

PRE-CONTRACT UPDATES:
3.11.19 BUDGET SET

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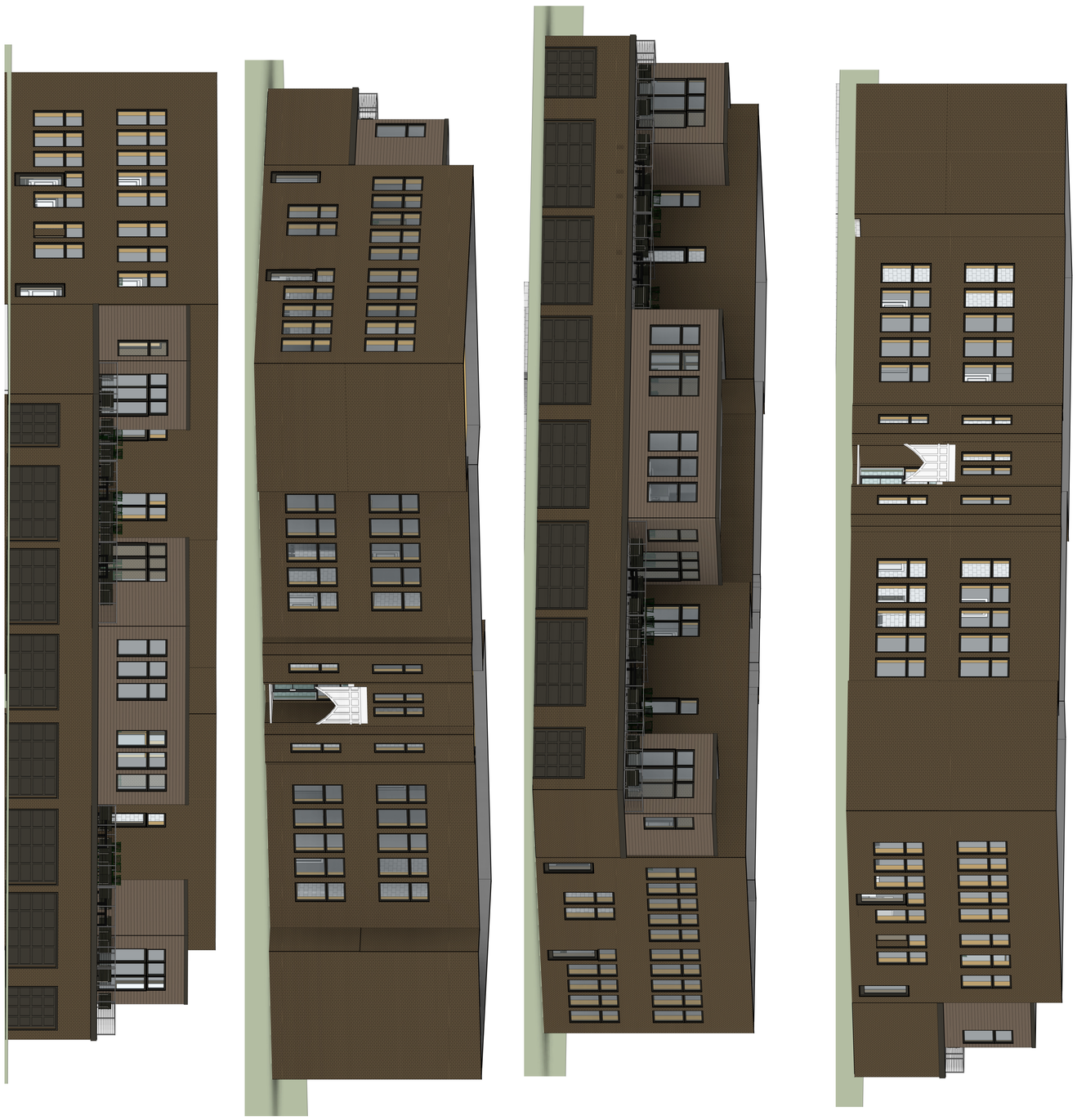

PRELIMINARY - NOT FOR CONSTRUCTION

SHEET: D-1

DATE: 06/05/17

REVISIONS
3.11.19 BUDGET SET

BUSINESS DEV. ASSOC.: Mike Cashman

DESIGNER: Jeremy Lueck

DRAWN BY: BSS

PROJECT MANAGER: ---

PRELIMINARY NO: 18-60-04

CONTRACT NO: ---

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IRWIN LOFTS

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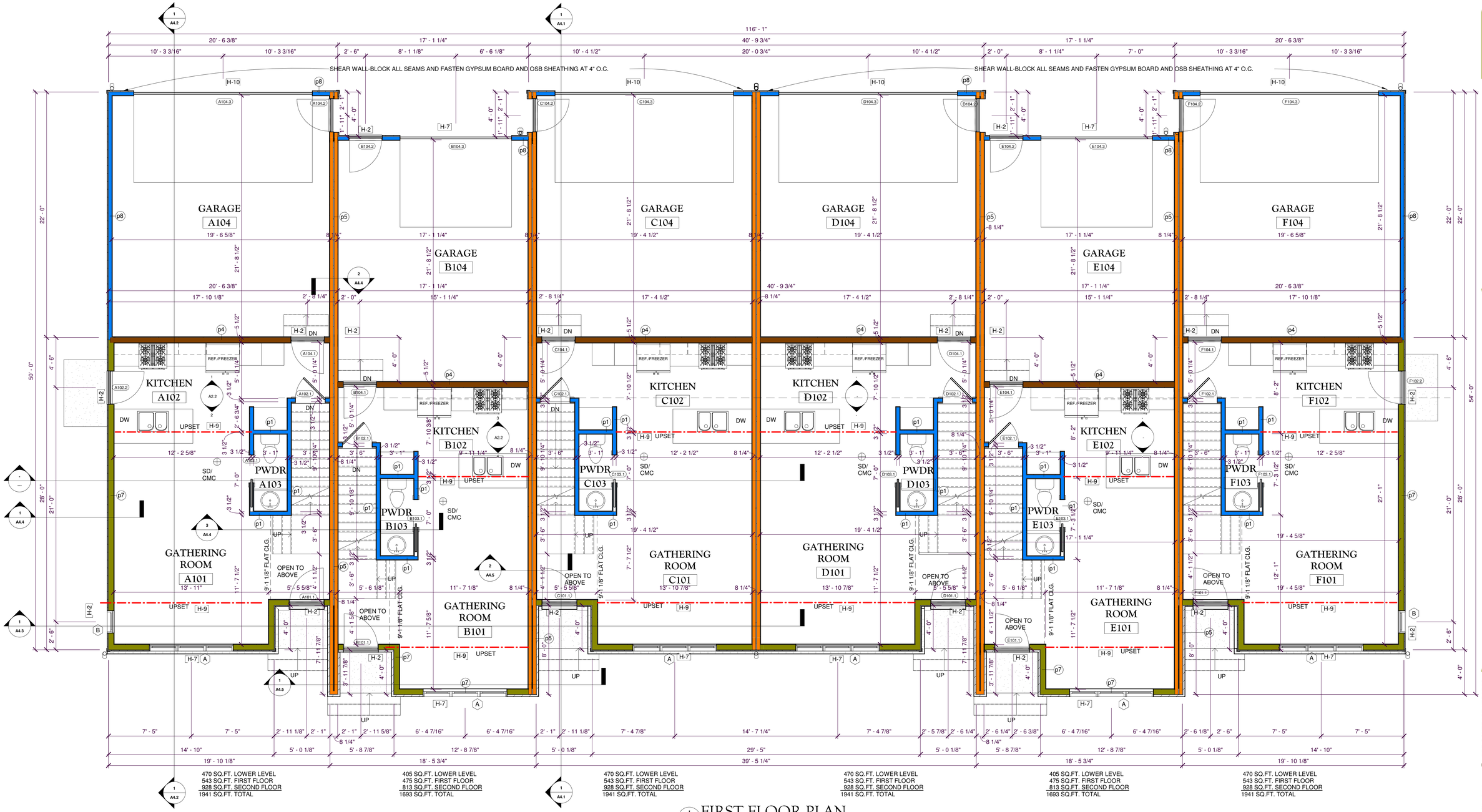
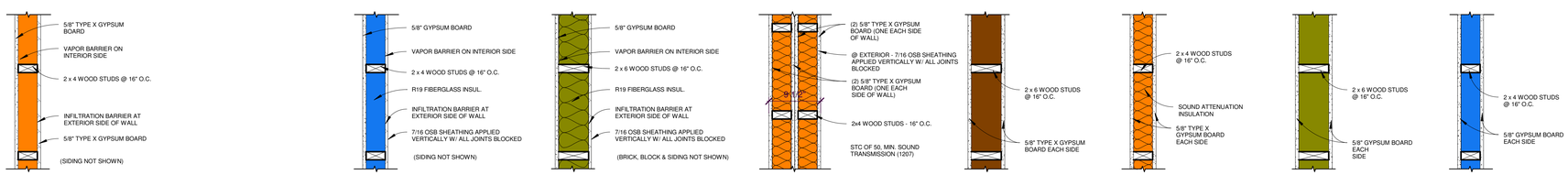


1 A1.1 FIRST FLOOR PLAN
1/4" = 1'-0"



WALL PARTIONS
1" = 1'-0"

HEADER/BEAM SCHEDULE

H-1	2-2x10 #2 D.F.
H-2	2-2x12 #2 D.F.
H-3	3-2x8 #2 D.F.
H-4	3-2x6 #2 D.F.
H-5	2-1 3/4" x 9-1/2" LVL HEADER
H-6	3-1 3/4" x 9-1/2" LVL HEADER
H-7	2-1 3/4" x 11-7/8" LVL HEADER
H-8	3-1 3/4" x 11-7/8" LVL HEADER
H-9	2-1 3/4" x 14" LVL HEADER
H-10	3-1 3/4" x 16" LVL HEADER

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Irwin Town Homes

DE PERE, WI

PRE-CONTRACT UPDATES:
8.28.17 BLV 02.20.2019-DVG
12.28.17 BLV 03.06.2019-DVG
2.20.18 BLV
9.20.18 DVG
11.15.18 3.5.19

B.D.A.: Mike Cashman
DESIGNER: Jeremy Lueck
DRAWN BY: DVG
DESIGN NO: 19-60-01

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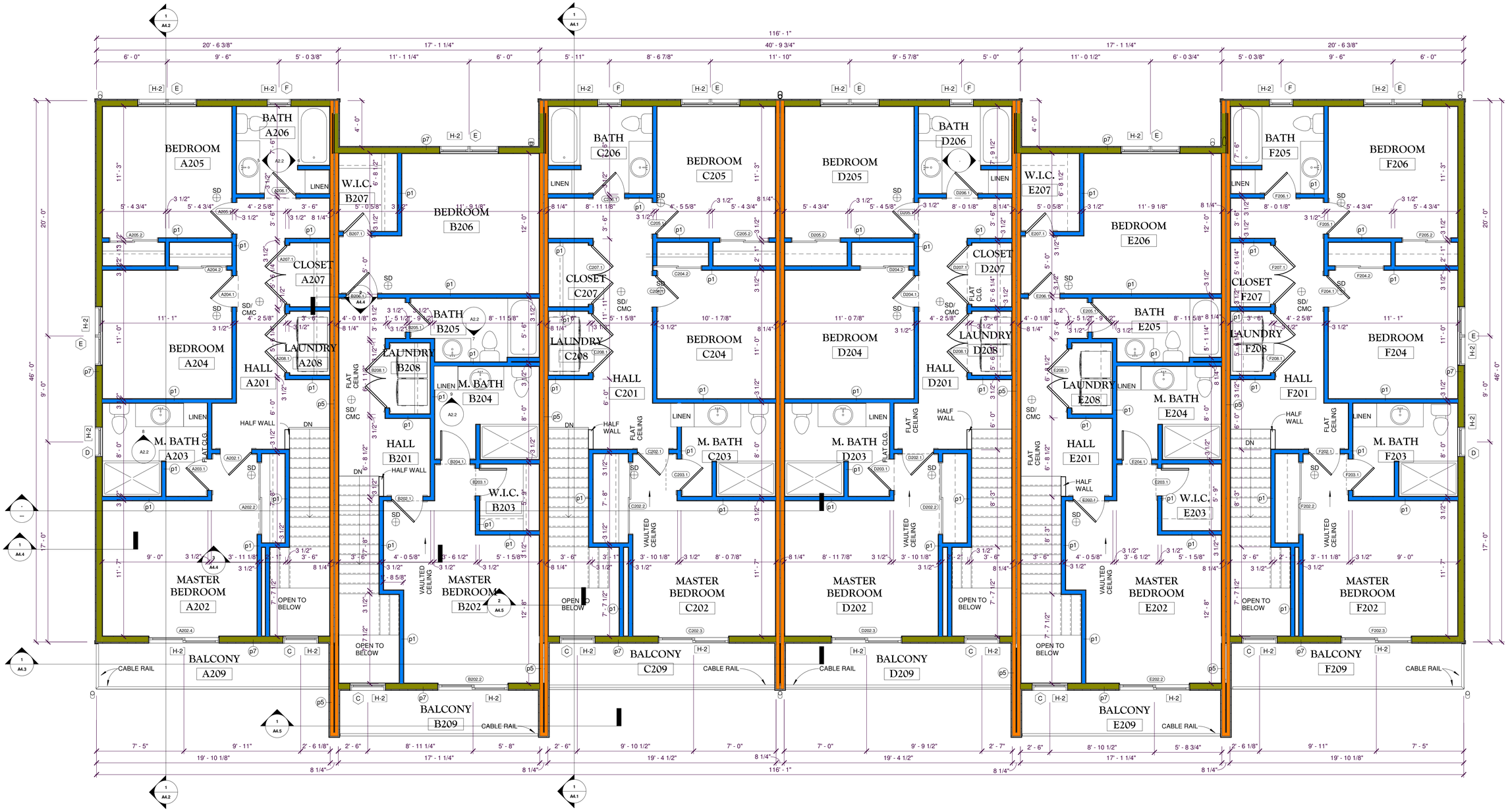
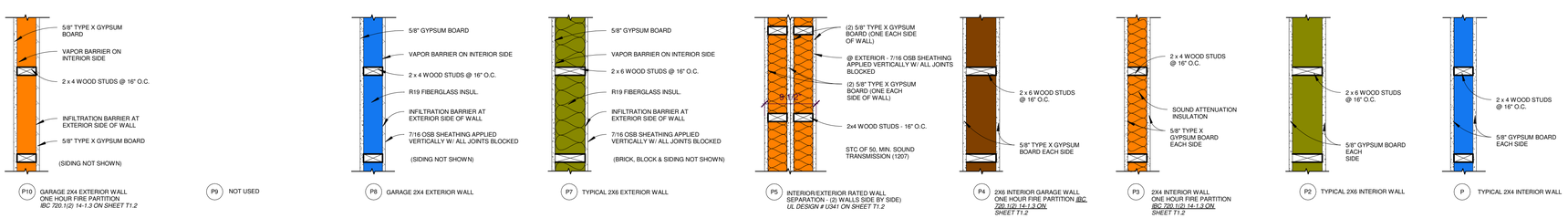
CONSTRUCTION SET REVISIONS

DATE: 02.13.2019
SHEET: A1.1

Attachment: PC Attachments (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N. Superi)



1 A1.2 SECOND FLOOR PLAN
1/4" = 1'-0"



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H-9	2-1 3/4" x 14" LVL HEADER
H-10	3-1 3/4" x 16" LVL HEADER

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DE PERE, WI

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9.20.18	DVG	
11.15.18	3.9.19	

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CONSTRUCTION SET REVISIONS

DATE: 02.13.2019

SHEET: A1.2

1 A2.1 SOUTH ELEVATION
1/4" = 1'-0"

3 A2.1 WEST ELEVATION
1/8" = 1'-0"

2 A2.1 NORTH ELEVATION
1/8" = 1'-0"

4 A2.1 EAST ELEVATION
1/8" = 1'-0"

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9.20.18 DVG
11.15.18 3.9.19

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CONSTRUCTION SET REVISIONS

DATE: 02.13.2019
SHEET: A2.1

4 A2.3 SOUTH ELEVATION
1/4" = 1'-0"

2 A2.3 WEST ELEVATION
1/8" = 1'-0"

3 A2.3 NORTH ELEVATION
1/8" = 1'-0"

1 A2.3 EAST ELEVATION
1/8" = 1'-0"

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DE PERE, WI

Attachment: PC Attachments (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N. Superi)

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12.28.17 BLV 03.06.2019-DVG
2.20.18 BLV
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CONSTRUCTION SET REVISIONS

DATE: 03/08/2019
SHEET: A2.3

IRWIN LOFTS

CONCRETE SIDEWALK/DRIVEWAY	1926	SQFT
ASPHALT	6757	SQFT

IRWIN TOWN HOMES

CONCRETE SIDEWALK/DRIVEWAY	1822	SQFT
ASPHALT	3887	SQFT

EXISTING ASPHALT TO MILL 28855 SQFT

PHASING:
PHASE 1- SITE AND UTILITY WORK COMPLETED 2019
PHASE 2- 6 UNIT TOWNHOME "A" COMPLETED 2019
PHASE 3- 8 UNIT SCHOOL BUILDING COMPLETED 2019
PHASE 4- 6 UNIT TOWNHOME "B" COMPLETED 2020

1 C1.1 ARCHITECTURAL SITE PLAN
1" = 20'-0"

NORTH

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Irwin Town Homes

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Attachment: PC Attachments (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N. Superi)

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CONSTRUCTION SET REVISIONS

DATE: 02.13.2019
SHEET: C1.1

SHEET: D-1

DATE: 02.13.2019

CONSTRUCTION SET REVISIONS

B.D.A.:	Mike Cashman
DESIGNER:	Jeremy Lueck
DRAWN BY:	DVG
DESIGN NO:	19-60-01

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12.28.17 BLV 03.06.2019-DVG

2.20.18 BLV

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11.15.18 3.9.19

Irwin Town Homes

DE PERE, WI

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3 D-2 First Floor 3D View

1 D-2 Second Floor 3D View

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8.28.17 BLV	02.20.2019-DVG
12.29.17 BLV	03.05.2019-DVG
2.20.18 BLV	
9.20.18 DVG	
11.15.18	3.5.19

B.D.A.:	Mike Cashman
DESIGNER:	Jeremy Lueck
DRAWN BY:	DVG
DESIGN NO:	19-60-01

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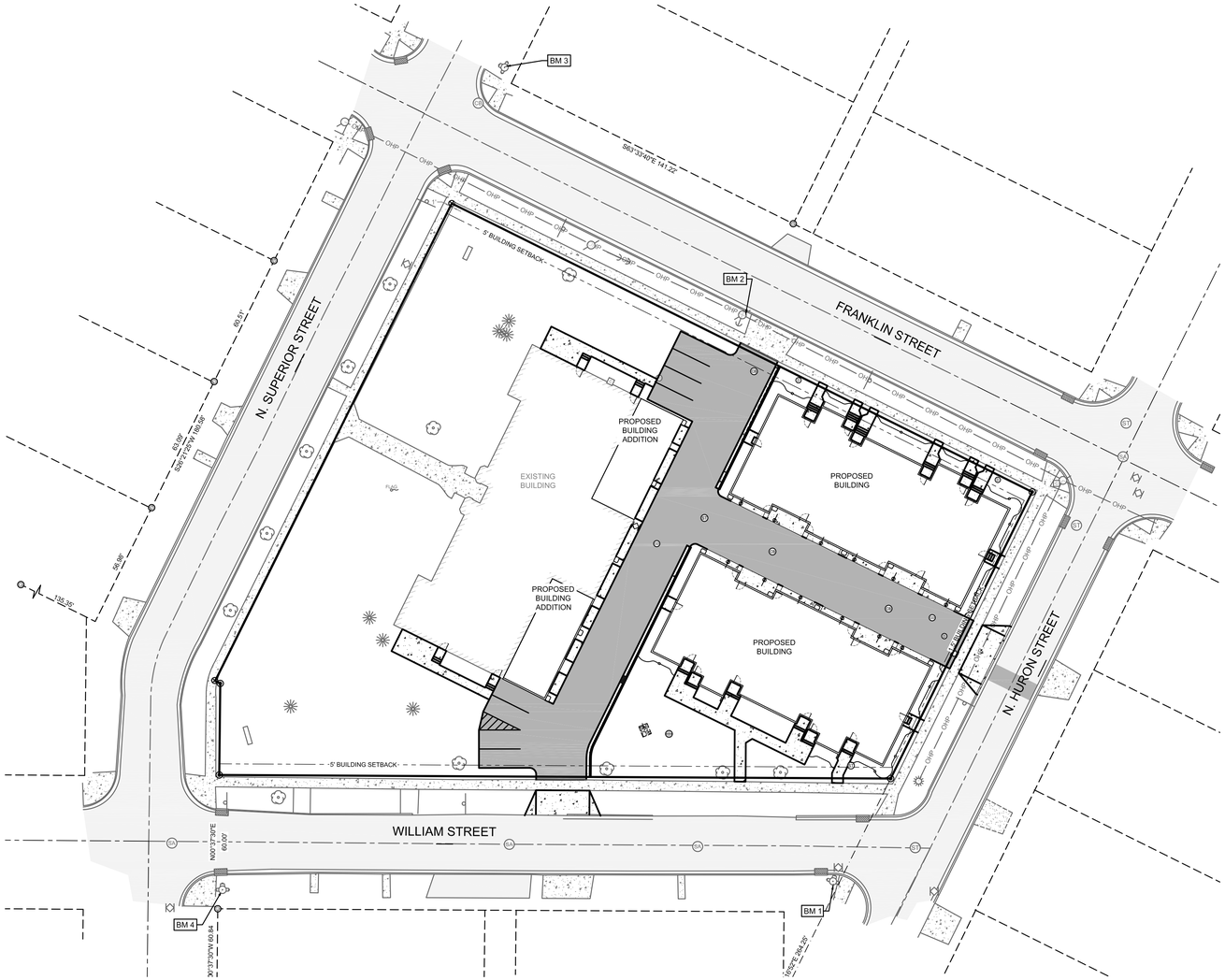
CONSTRUCTION SET REVISIONS

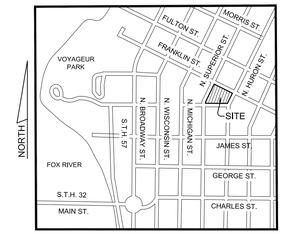
DATE: 02.13.2019

SHEET: D-2

COVER SHEET



VICINITY MAP



NOT TO SCALE

CIVIL SHEETS INDEX

C0.1 COVER SHEET
C0.2 ALTA SURVEY
C1.0 DEMOLITION PLAN
C2.0 SITE PLAN
C3.0 UTILITY PLAN
C4.0 GRADING PLAN
C5.0 EROSION CONTROL PLAN
C5.1 EROSION CONTROL DETAILS
C6.0 SITE DETAILS
C6.1 UTILITY DETAILS
L1.0 LANDSCAPE PLAN

CIVIL GENERAL NOTES:

1. SURVEY WAS PERFORMED BY MACH IV ENGINEERING & SURVEYING LLC JANUARY 2019.
2. SURVEY VERTICAL DATUM IS NAVD88.
3. 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.
4. UNLESS OTHERWISE INDICATED, ALL EXISTING STRUCTURES AND FACILITIES SHALL REMAIN.
5. PROVIDE TURF, AS SPECIFIED TO ALL DISTURBED AREAS NOT RECEIVING PAVEMENTS, CURBS, SIDEWALKS, BUILDINGS, OR LANDSCAPING, WITHIN THE LIMITS OF CONSTRUCTION.
6. NO LAND DISTURBING ACTIVITIES SHALL TAKE PLACE UNTIL ALL TEMPORARY SOIL EROSION DEVICES ARE INSTALLED.
7. ALL GRADE TRANSITIONS BETWEEN NEW AND EXISTING SHALL BE SMOOTH AND GRADUAL WITH NO SHARP OR ABRUPT CHANGES.
8. 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.
9. 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.
10. UNLESS REFERRED TO, OR INDICATED AS "EXISTING", ALL WORK SHOWN ON THESE DRAWINGS SHALL BE CONSIDERED AS NEW AND PROVIDED UNDER THIS CONTRACT.
11. FINISHED GRADE OF TOPSOIL (AFTER COMPACTION) SHALL BE 1/2" TO 1" BELOW TOP OF ABUTTING PAVEMENTS, SIDEWALKS, AND CURBING.
12. NO DISTURBANCE SHALL OCCUR OUTSIDE OF SITE LIMITS.
13. GENERAL CONTRACTOR SHALL OBTAIN APPROVAL FROM OWNER AND MUNICIPALITY PRIOR TO ANY LAND DISTURBANCE OUTSIDE THE CONSTRUCTION LIMITS.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING WORK IN RIGHT OF WAY PERMITS.
15. NO HAZARDOUS MATERIALS WILL BE STORED ON-SITE.
16. FOR LEGEND AND ABBREVIATIONS SEE SHEET C0.1.
17. FOR EROSION CONTROL PLAN AND NOTES SEE SHEET C5.0 AND C5.1.
18. FOR NOTES SHOWN THUS, "(1)", SEE SHEET KEY NOTES, ON SHEET THEY APPEAR.

CIVIL LEGEND

	EXISTING	PROPOSED
CABLE PEDESTAL	C	
ELECTRIC METER		
ELECTRIC PEDESTAL	E	
GUY WIRE		
LIGHT POLE		
POWER POLE		
GAS METER		
GAS VALVE		
BOLLARD		
HANDICAP PARKING		
SANITARY CLEANOUT	CO	CO
SANITARY MANHOLE	SA	SA
CATCH BASIN	CB	CB
CULVERT		
DOWNSPOUT		
INLET		
INLET 2' X 2'		
STORM CLEANOUT	D	D
STORM MANHOLE	ST	ST
FIBER OPTIC PEDESTAL	FO	
SIGN		
FIRE HYDRANT		
WATER SHUT OFF		
WATER VALVE		

	EXISTING	PROPOSED
EVERGREEN SHRUB		
EVERGREEN TREE		
TREE		
TREE SHRUB		
BUILDING OVERHANG		
UNDERGROUND CABLE	C	
OVERHEAD WIRE	OHP	
UNDERGROUND ELECTRIC	E	
GAS	G	
LANDSCAPE		
FENCE		
GUARDRAIL		
CENTERLINE		
CURB		
PARKING STRIPE		
SANITARY SEWER	SAN	SAN
CULVERT	CLVRT	CLVRT
STORM SEWER	STM	STM
FIBER OPTIC	FO	
WOOD LINE		
RETAINING WALL		
WATERMAIN	WAT	WAT
CONTOUR MAJOR	600	600
CONTOUR MINOR	602	602

	EXISTING	PROPOSED
STANDARD DUTY ASPHALT		
HEAVY DUTY ASPHALT		
BUILDING		
ASPHALT		
CONCRETE		
GRAVEL		
LANDSCAPE WOOD MULCH		
LANDSCAPE STONE MULCH		

ABBREVIATIONS

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

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

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

N

30 15 0 30 60
Graphic Scale

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IRWIN LOFTS

428 N. SUPERIOR ST., DE PERE, WI

DESIGN NO:
CONTRACT NO:

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BUSINESS DEV. ASSOC.:
DESIGNER: ML, JE
DRAWN BY: ML, RH
PROJECT MANAGER: ..

DATE: 03.11.19
SHEET: C0.1

Attachment: PC Attachments (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N. Superi)

ALTA/NSPS

LAND TITLE SURVEY

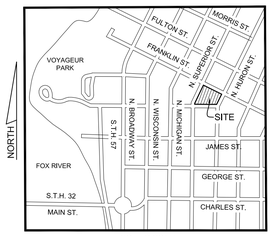
30 15 0 30 60 90

GRAPHIC SCALE

NORTH IS REFERENCED TO THE LINE BETWEEN BROWN COUNTY SURVEY ID POINT #30Q/R-13/14 AND POINT #30OP-18/19(1), RECORDED TO BEAR N65°58'32"E.

BEARINGS ARE REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM OF RECORD.

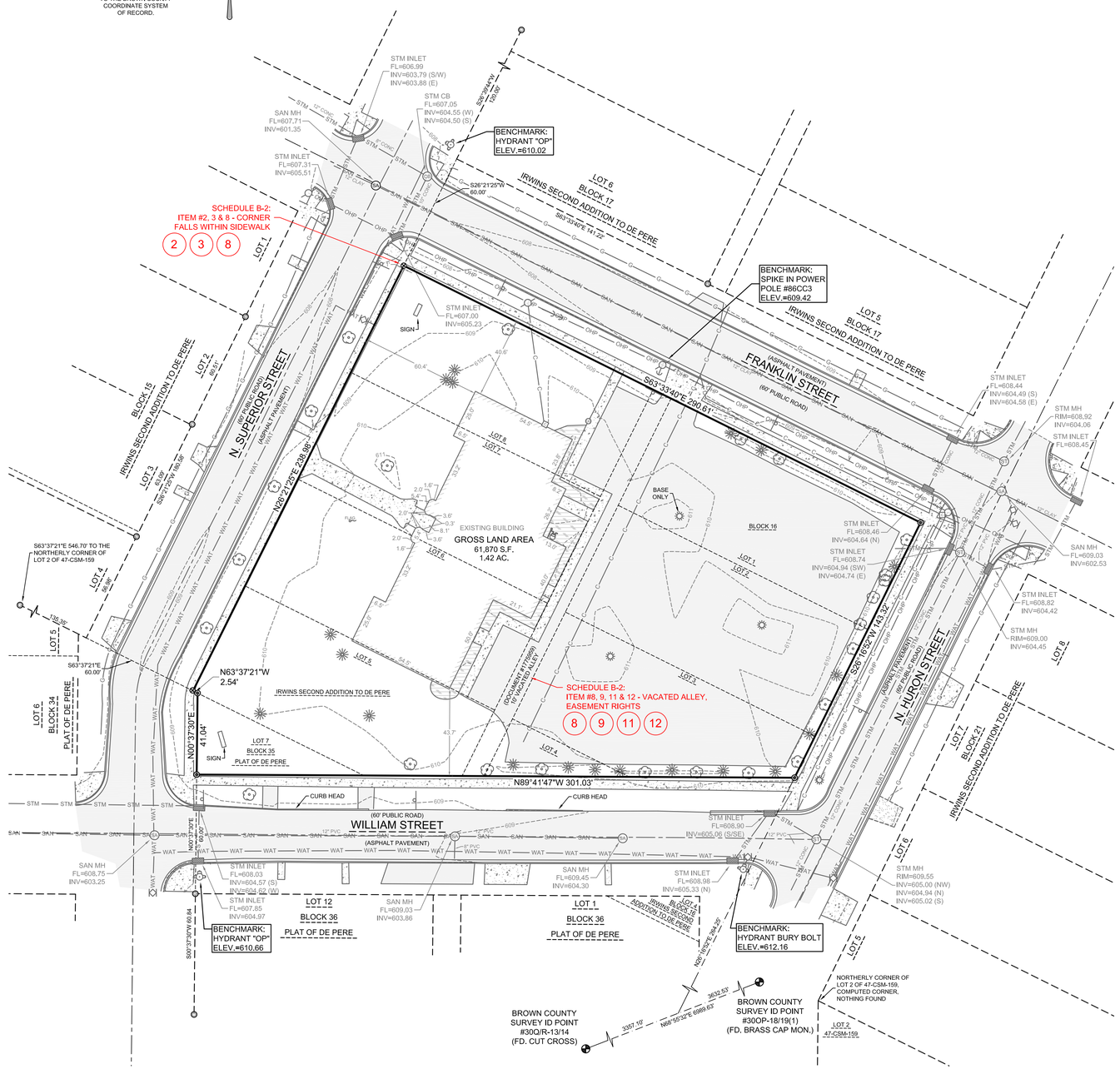
VICINITY MAP



NOT TO SCALE

LEGEND

- 1" IRON PIPE FOUND
- 1.32"X18" IRON PIPE WITH CAP, WEIGHING 1.13 # / L.F. SET
- MONUMENT FOUND, MATERIAL NOTED
- SAW CROSS SET
- CABLE PEDESTAL
- GUY WIRE
- LIGHT POLE
- POWER POLE
- GAS METER
- FLAG POLE
- SANITARY MANHOLE
- SANITARY CLEANOUT
- CATCH BASIN
- INLET
- STORM MANHOLE
- SIGN
- EVERGREEN TREE
- TREE
- FIRE HYDRANT
- WATER VALVE
- UNDERGROUND CABLE
- OVERHEAD WIRE
- GAS
- LANDSCAPE
- CENTERLINE
- CURB
- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- CONTOUR MAJOR
- CONTOUR MINOR
- BUILDING
- ASPHALT
- CONCRETE
- LANDSCAPE MULCH
- GRAVEL



TITLE DESCRIPTION-TITLE COMMITMENT FILE NO: 2934356

PARCEL 1

LOTS ONE (1), TWO (2), THREE (3), FIVE (5), SIX (6), SEVEN (7), AND EIGHT (8), AND ALL THAT PART OF LOT FOUR (4) LYING NORTH OF WILLIAMS STREET, ALL IN BLOCK SIXTEEN (16), ACCORDING TO THE RECORDED PLAT OF IRWIN'S SECOND ADDITION, IN THE CITY OF DE PERE, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN AND VACATED RIGHT OF WAY DESCRIBED IN DOC. NO. 1773910 AND DOC. NO. 1775959.

AND PARCEL 2

ALL OF BLOCK THIRTY-FIVE (35), ACCORDING TO THE RECORDED ORIGINAL PLAT OF VILLAGE (NOW CITY) OF DE PERE, IN THE CITY OF DE PERE, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

PROPERTY ADDRESS: 428 NORTH SUPERIOR STREET, DE PERE, WI 54115

SURVEY DESCRIPTION

LOTS 1, 2, 3, 5, 6, 7, 8, PART OF LOT 4 OF BLOCK 16, OF THE PLAT OF IRWIN'S SECOND ADDITION TO DE PERE RECORDED AS VOLUME 8, PLATS, PAGE 16, AND PART OF THE VACATED RIGHT OF WAY DESCRIBED IN DOCUMENT NO. 1773910 AND DOCUMENT NO. 1775959, AND ALSO ALL OF LOT 7 OF BLOCK 35 OF THE ORIGINAL PLAT OF VILLAGE (NOW CITY) OF DE PERE RECORDED AS VOLUME 1, PLATS, PAGE 23, ALL OF BROWN COUNTY RECORDS, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT BROWN COUNTY SURVEY ID POINT #30Q/R-13/14; THENCE N68°55'32"E, 3357.10 FEET ALONG THE LINE BETWEEN SAID POINT AND BROWN COUNTY SURVEY ID POINT #30OP-18/19(1); THENCE N26°16'52"E, 264.25 FEET TO THE INTERSECTION OF WILLIAMS STREET AND NORTH HURON STREET AND THE POINT OF BEGINNING; THENCE N89°41'47"W, 301.03 FEET ALONG THE NORTH RIGHT OF WAY OF WILLIAMS STREET; THENCE N00°37'30"E, 41.04 FEET ALONG THE EAST RIGHT OF WAY OF NORTH SUPERIOR STREET TO THE SOUTH LINE OF LOT 5 OF BLOCK 16 OF THE PLAT OF IRWIN'S SECOND ADDITION TO DE PERE; THENCE N63°37'17"W, 2.54 FEET ALONG SAID LINE; THENCE N26°21'25"E, 238.98 FEET ALONG SAID EAST RIGHT OF WAY OF NORTH SUPERIOR STREET; THENCE S63°33'40"E, 290.61 FEET ALONG THE SOUTH RIGHT OF WAY OF FRANKLIN STREET; THENCE S26°16'52"W, 143.32 FEET ALONG THE WEST RIGHT OF WAY OF NORTH HURON STREET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 61,870 SQUARE FEET/ 1.42 ACRES, MORE OR LESS.

THIS BEING THE SAME PROPERTY AS DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FILE NO: 2934356, DATED DECEMBER 19, 2018.
THIS SURVEY DESCRIPTION IS PROVIDED TO SATISFY THE REQUIREMENT IN CHAPTER AE-07.04 (1) OF WISCONSIN STATUTES WHICH REQUIRES A TIE TO THE PUBLIC LAND SURVEY SYSTEM.

SCHEDULE B, PART TWO EXCEPTIONS (TITLE COMMITMENT #2934356)

1. ANY FACTS, RIGHTS, INTERESTS, OR CLAIMS THAT ARE NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR BY MAKING INQUIRY OF PERSONS IN POSSESSION OF THE LAND. (NONE OBSERVED AT THE TIME OF THE FIELD WORK)
2. EASEMENTS, CLAIMS OF EASEMENTS OR ENCUMBRANCES THAT ARE NOT SHOWN BY THE PUBLIC RECORDS. (AFFECTS PROPERTY-SHOWN ON THE DRAWING)
3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, OR ANY OTHER FACTS THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND, AND THAT ARE NOT SHOWN IN THE PUBLIC RECORDS. (AFFECTS PROPERTY-SHOWN ON THE DRAWING)
8. PUBLIC OR PRIVATE RIGHTS IN SUCH PORTION OF THE SUBJECT PREMISES AS MAY BE PRESENTLY USED, LAID OUT OR DEDICATED IN ANY MANNER WHATSOEVER, FOR STREET, HIGHWAY, AND/OR ALLEY PURPOSES. (AFFECTS PROPERTY-SHOWN ON THE DRAWING)
9. 9. RESERVATIONS FOR EASEMENTS, BUILDING SETBACK LINES AND OTHER MATTERS SHOWN ON THE RECORDED PLAT OR CERTIFIED SURVEY MAP OF THE SUBJECT PROPERTY REFERRED TO IN SCHEDULE A HEREIN. (AFFECTS PROPERTY-SHOWN ON THE DRAWING)
11. 11. RESOLUTION #00-79 REGARDING THE VACATION OF VARIOUS PUBLIC ALLEYWAYS RECORDED SEPTEMBER 26, 2000 AS DOCUMENT NO. 1773910. (AFFECTS PROPERTY-SHOWN ON THE DRAWING)
12. 12. AFFIDAVIT OF CORRECTION (AFFECTS PROPERTY-SHOWN ON THE DRAWING)
RECORDED: OCTOBER 6, 2000
DOCUMENT NO.:1775959

SURVEYOR'S NOTES-TITLE COMMITMENT FILE #2934356

1. THE PROPERTY DOES HAVE DIRECT PHYSICAL ACCESS TO FRANKLIN STREET, PUBLIC RIGHT OF WAY.
2. THE ACCOMPANYING SURVEY WAS MADE ON THE GROUND AND WAS MADE IN ACCORDANCE WITH LAWS AND/OR MINIMUM STANDARDS OF THE STATE OF WISCONSIN.
3. THE PROPERTY DESCRIBED HEREON HAS THE STREET ADDRESS AS FOLLOWS: 428 NORTH SUPERIOR STREET, DE PERE, WI 54115
4. THE PREMISES IS MADE UP OF TAX PARCEL NUMBER ED-477 AND COVERS THE PREMISES IN ITS ENTIRETY AND DOES NOT INCLUDE ANY OTHER LAND.
5. THERE ARE A TOTAL OF 0 STRIPED PARKING STALLS ON THE PROPERTY (0 REGULAR AND 0 HANDICAP).
6. UTILITIES SHOWN PER DIGGERS HOTLINE TICKET #20190201595.
7. THERE WAS NO EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR ADDITIONS AT THE TIME OF THE FIELD WORK.
8. ACCORDING TO FEMA FIRM PANEL #55009C0258F, THE PROPERTIES LIE WITHIN FLOOD ZONE X. FLOOD ZONE X IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
9. THERE WAS NOT A ZONING REPORT PROVIDED AT THE TIME OF THE SURVEY.

SURVEYOR CERTIFICATION

THIS BEING THE SAME PROPERTY AS DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FILE NO: 2934356, DATED DECEMBER 19, 2018.

TO:

IRWIN SCHOOL DEVELOPMENT LLC, A WISCONSIN LIMITED LIABILITY COMPANY;
CR REAL ESTATE, LLC;
FIRST AMERICAN TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(B), 7(A), 7(B)(1), 8, 9, 11 & 16 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON JANUARY 14, 2019.

DATE: JANUARY 15, 2019

SIGNED: _____
RANDALL J. OETTINGER PLS-2349

WISCONSIN RANDALL J. OETTINGER S-2349 Green Bay, WI LAND SURVEYOR

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IRWIN LOFTS

428 N. SUPERIOR ST., DE PERE, WI

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DESIGNER: ML, JE
DRAWN BY: ML, RH
PROJECT MANAGER: ...

DATE: 03.11.19
SHEET: C0.2

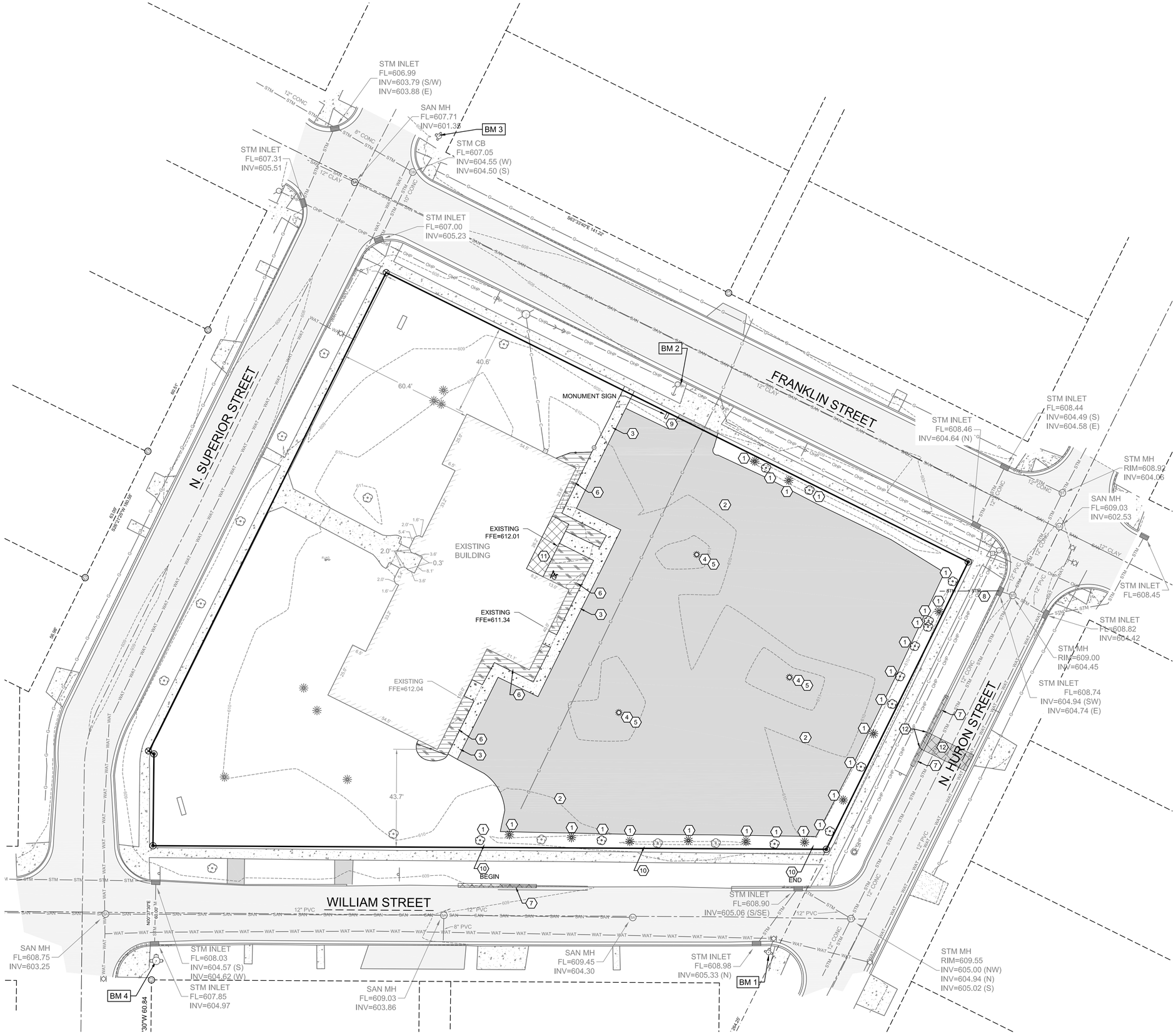
Attachment: PC Attachments (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N. Superi)

DEMOLITION PLAN

Benchmarks		
Label	Elevation	Description
BM 1	612.16	HYDRANT BURY BOLT
BM 2	609.42	SPIKE IN POWER POLE #86CC3
BM 3	610.02	HYDRANT "OP"
BM 4	610.66	HYDRANT "OP"

SHEET KEY NOTES:

1. REMOVE TREE, CLEAR AND GRUB ROOTS TO 3' BELOW FINISHED SURFACE
2. REMOVE ASPHALT
3. REMOVE CONCRETE SIDEWALK
4. REMOVE / SALVAGE LIGHT POLE
5. REMOVE LIGHT POLE BASE
6. REMOVE LANDSCAPE MATERIAL AND EDGING
7. SAW CUT CURB HEAD PER MUNICIPAL STANDARDS
8. REMOVE STORM LATERAL
9. REMOVE MONUMENT SIGN
10. REMOVE EXISTING BERM, VEGETATION, AND MULCH
11. DEMOLISH BUILDING
12. REMOVE AND REPLACE ROAD AND CURB IN-KIND PER MUNICIPAL STANDARDS



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IRWIN LOFTS

428 N. SUPERIOR ST., DE PERE, WI

Attachment: PC Attachments (6056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N. Superi)

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DESIGNER: ML, JE
DRAWN BY: ML, RH
PROJECT MANAGER: ...

N

20 10 0 20 40
Graphic Scale

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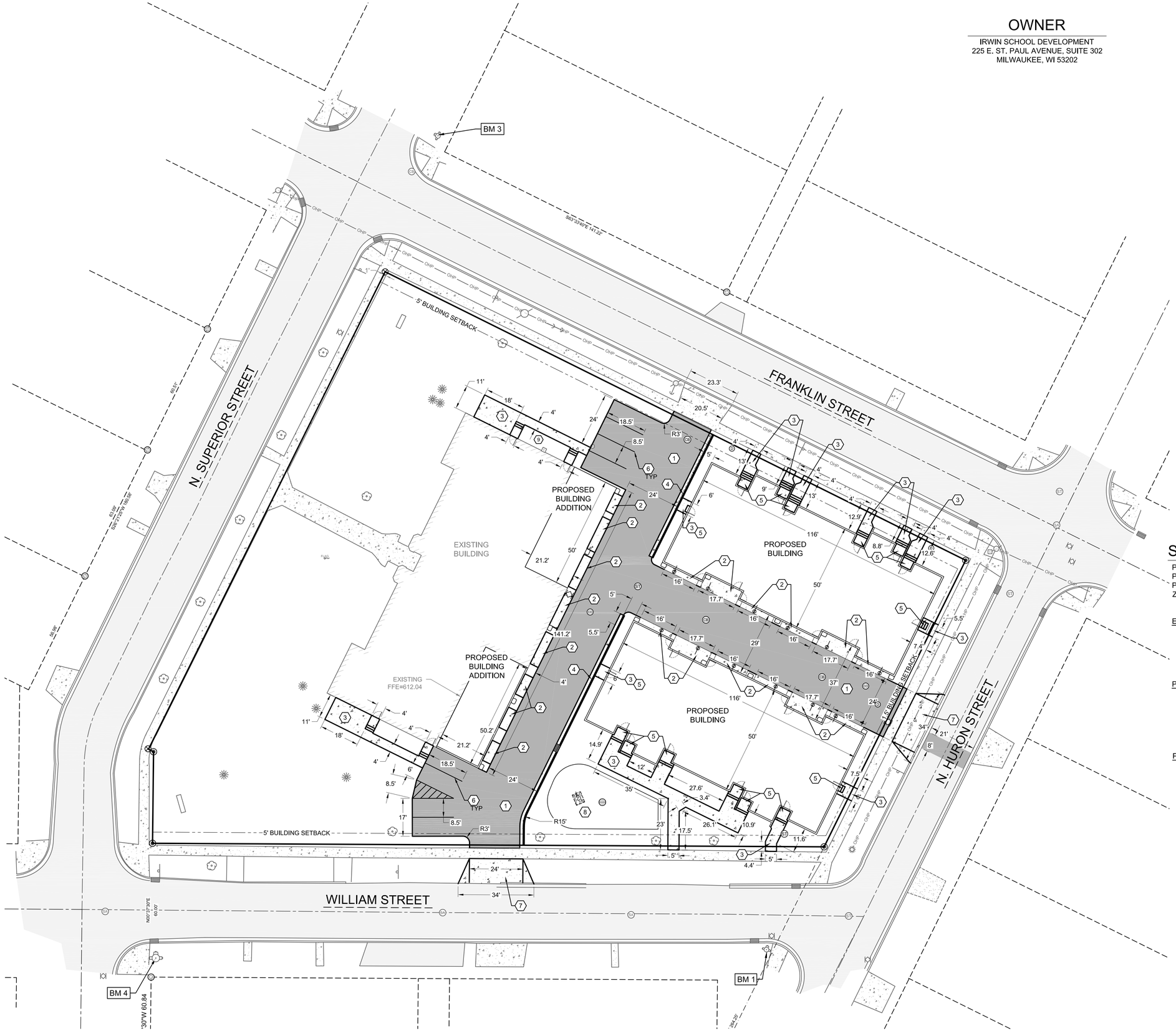
Project Number: 1615-01-18

DATE: 03.11.19
SHEET: C1.0

SITE PLAN

OWNER

IRWIN SCHOOL DEVELOPMENT
225 E. ST. PAUL AVENUE, SUITE 302
MILWAUKEE, WI 53202



SHEET KEY NOTES:

1. STANDARD DUTY ASPHALT; SEE DETAIL A SHEET C6.0
2. CONCRETE PAVEMENT; SEE DETAIL B SHEET C6.0
3. CONCRETE SIDEWALK; SEE DETAIL C SHEET C6.0
4. CONCRETE CURB & GUTTER; SEE SHEET C4.0
5. STOOP LOCATION; REFER TO STRUCTURAL DRAWINGS
6. 4" WIDE PAINT STRIPE; COLOR BY OWNER
7. DRIVEWAY APRON; SEE DETAIL E SHEET C6.0
8. DRY BASIN; SEE SHEET C4.0
9. TRANSFORMER LOCATION; VERIFY WITH ELECTRICAL PLANS

SITE STATISTICS

PARCEL ADDRESS:	428 N SUPERIOR STREET
PARCEL NUMBER:	ED-477
PARCEL SIZE:	61,870 SF (1.42 Acres)
ZONING:	B-2 W/ PDD OVERLAY PROPOSED TO CHANGE TO R-3 W/ PDD OVERLAY
EXISTING SITE	
GREEN SPACE:	26,679 SF (43.1%)
IMPERVIOUS AREA	
BUILDING:	8,140 SF (13.2%)
PAVEMENT:	27,051 SF (43.7%)
TOTAL IMPERVIOUS:	35,191 SF (56.9%)
PROPOSED SITE	
TOTAL DISTURBED AREA:	35,212 SF; 0.81 AC
GREEN SPACE PROVIDED:	26,098 SF (42.2%)
IMPERVIOUS AREA	
BUILDING:	21,417 SF (34.6%)
PAVEMENT:	14,355 SF (23.2%)
TOTAL IMPERVIOUS:	35,772 SF (57.8%)
PARKING PROVIDED	
PARKING SPACES PROVIDED:	8 STALLS

N

20 10 0 20 40
Graphic Scale

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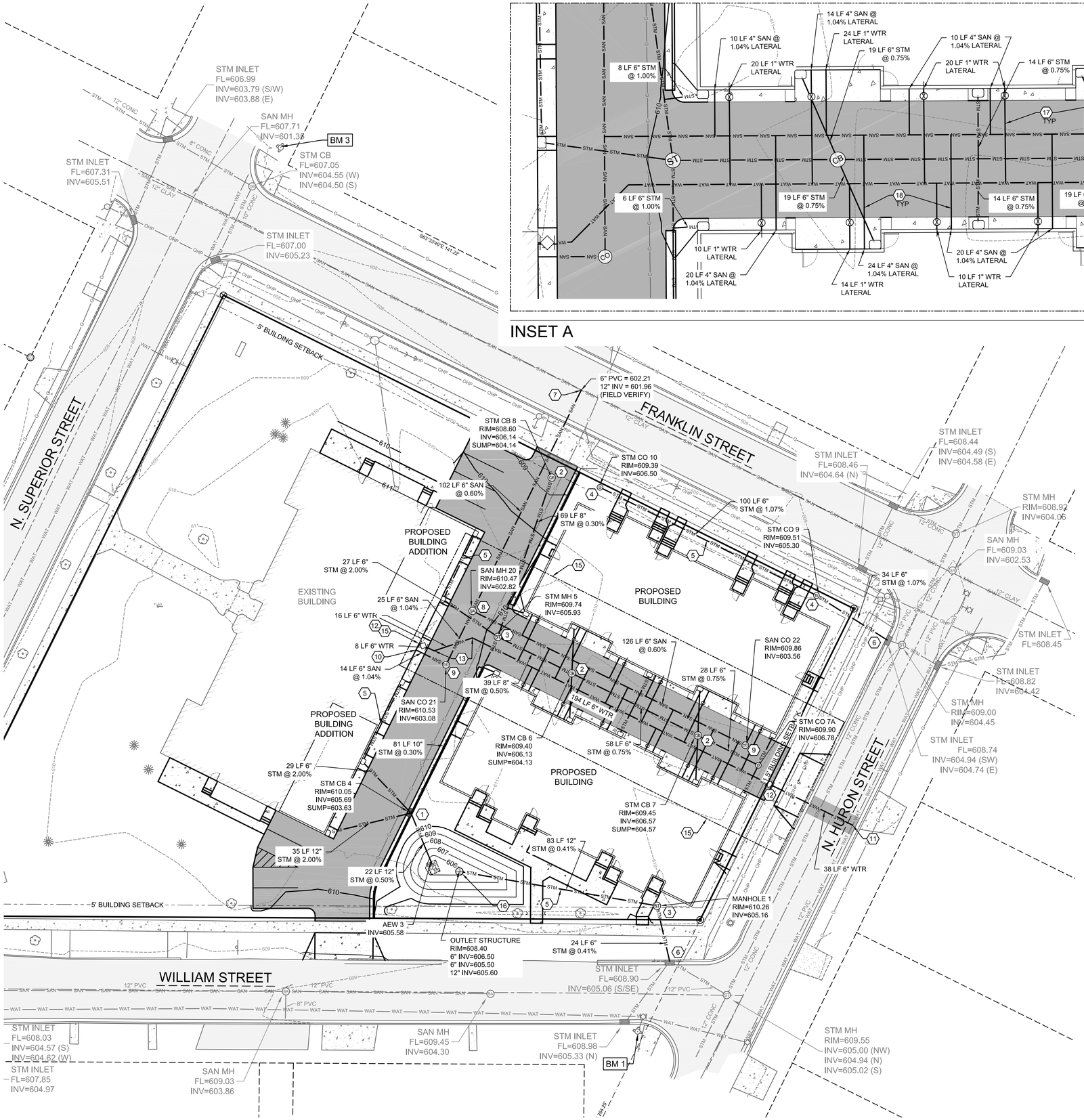
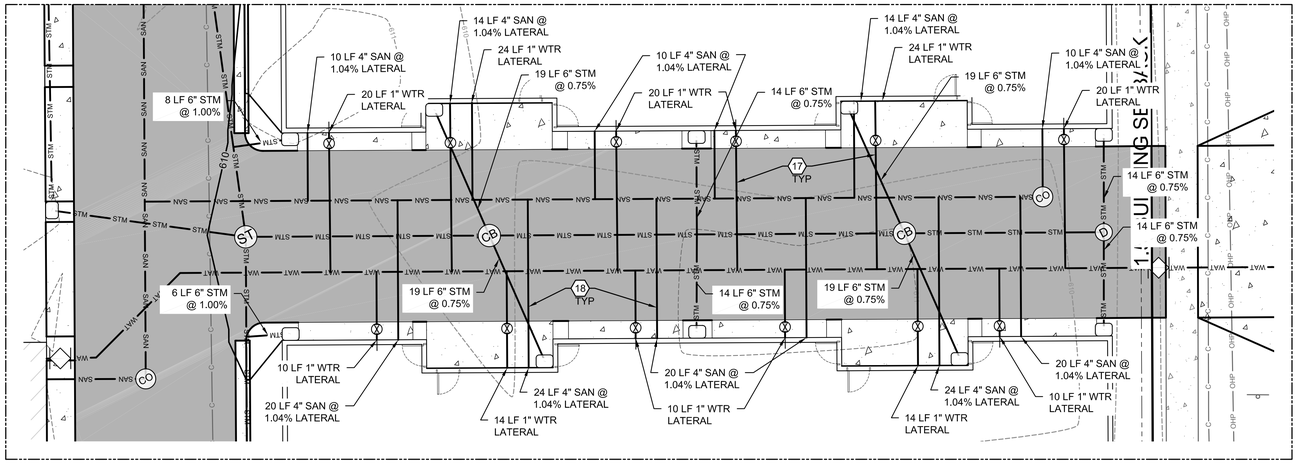
DRAWN BY: ML, RH
PROJECT MANAGER: ...

DATE: 03.11.19
SHEET: C2.0

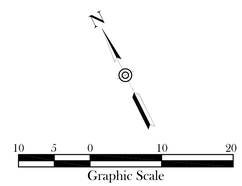
Attachment: PC Attachments (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N. Superi)

UTILITY PLAN





INSET A



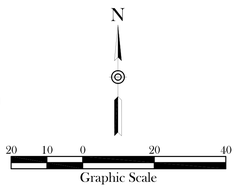
Benchmarks		
Label	Elevation	Description
BM 1	612.16	HYDRANT BURY BOLT
BM 3	610.02	HYDRANT "OP"
BM 4	610.66	HYDRANT "OP"

SHEET KEY NOTES:

1. STORM CATCH BASIN WITH INLET CASTING - 6'-DIAMETER, SEE DETAIL A SHEET C6.1
2. STORM CATCH BASIN - 6' DIAMETER; SEE DETAIL B SHEET C6.1
3. STORM MANHOLE - 3' DIAMETER; SEE DETAIL C SHEET C6.1
4. STORM CLEAN OUT; SEE DETAIL D SHEET C6.1, CLEAN OUTS TO BE LOCATED NO MORE THAN 100 FEET APART
5. ROOF DRAIN CONNECTION LINE. VERIFY DOWNSPOUT NUMBER AND LOCATION WITH ARCHITECTURAL PLANS. REFER TO DETAIL E SHEET C6.1
6. CONNECT TO EXISTING STORM INLET
7. CONNECT TO EXISTING SANITARY SEWER; FIELD VERIFY INVERT
8. SANITARY MANHOLE; SEE DETAIL F SHEET C6.1
9. SANITARY CLEAN OUT; SEE DETAIL D SHEET C6.1, CLEAN OUTS TO BE LOCATED NO MORE THAN 100 FEET APART, 300 FEET IF UPSTREAM OF MANHOLE
10. COORDINATE CONNECTION OF SANITARY SEWER TO BUILDING WITH BUILDING PLUMBER
11. CONNECT TO EXISTING WATER MAIN WITH 12X6 TAPPING TEE
12. 6" VALVE; SEE DETAIL G SHEET C6.1
13. 45° WATER MAIN BEND
14. COORDINATE CONNECTION OF WATER MAIN TO BUILDING WITH BUILDING PLUMBER
15. SEE INSET A THIS SHEET FOR LATERAL INFORMATION
16. OUTLET STRUCTURE; SEE DETAIL H SHEET C6.1
17. WATER LATERAL; SEE DETAIL I SHEET C6.1
18. SANITARY SEWER LATERAL

UTILITY NOTES:

1. SANITARY LATERAL SHALL BE PVC SDR 35 (ASTM D-3034) OR SCH 40.
2. WATER SERVICE SHALL BE COPPER, C900 PVC OR HDPE. ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE ENCASED IN POLYETHYLENE WRAP.
3. ALL SERVICE LATERALS SHALL HAVE TRACER WIRE.
4. 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.
5. WATER LINE THRUST RESTRAINTS (NOT SHOWN FOR CLARITY) SHALL BE PROVIDED AS SPECIFIED FOR CONCRETE THRUST BLOCKS.
6. STORM SEWER SHALL BE PVC SDR 35 (ASTMD-3034) OR SCH 40.
7. NOTIFY THE MUNICIPALITY THREE WORKING DAYS PRIOR TO WORK IN THE RIGHT OF WAY.
8. CONNECTIONS TO MUNICIPALITY SYSTEMS SHALL BE IN ACCORDANCE WITH THEIR STANDARD SPECIFICATIONS.



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Project Number: 1615-01-18

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IRWIN LOFTS

428 N. SUPERIOR ST., DE PERE, WI

Attachment: PC Attachments (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N. Superi)

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DRAWN BY: ML, RH
PROJECT MANAGER: ...

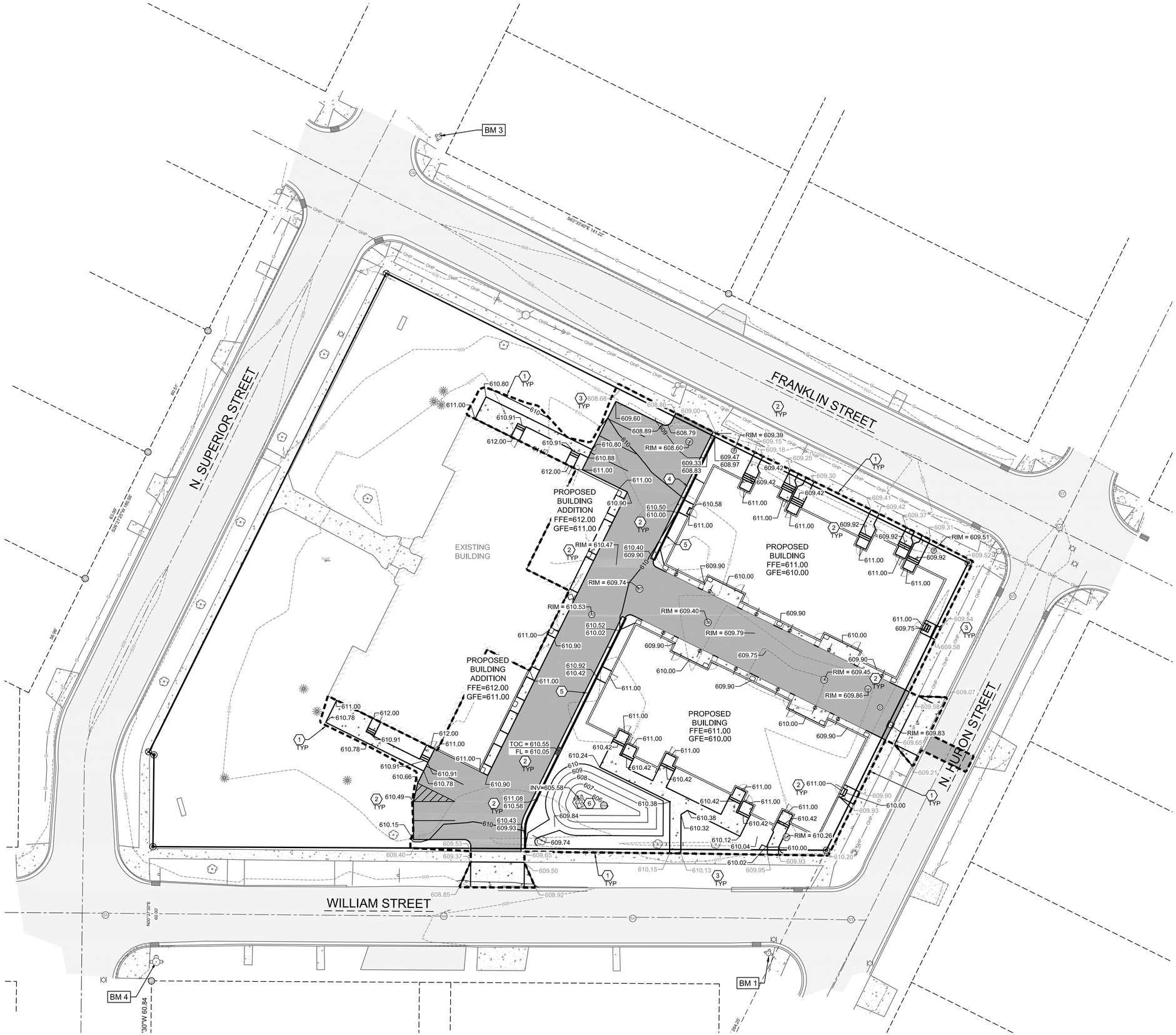
DATE: 03.11.19
SHEET: C3.0

GRADING PLAN

Benchmarks		
Label	Elevation	Description
BM 1	612.16	HYDRANT BURY BOLT
BM 3	610.02	HYDRANT "OP"
BM 4	610.66	HYDRANT "OP"

SHEET KEY NOTES:

1. CONSTRUCTION / GRADING LIMITS
2. SPOT GRADE; SEE DETAIL A THIS SHEET
3. MATCH EXISTING
4. REVERSE PAN CURB AND GUTTER; SEE DETAIL D SHEET C6.0
5. STANDARD PAN CURB AND GUTTER; SEE DETAIL D SHEET C6.0
6. DRY BASIN, 3:1 SIDE SLOPES



609.60 — T.O.C.
609.10 — GUTTER/PVMT
609.76 — FIN. GRADE

A
SPOT GRADE KEY

N

20 10 0 20 40
Graphic Scale

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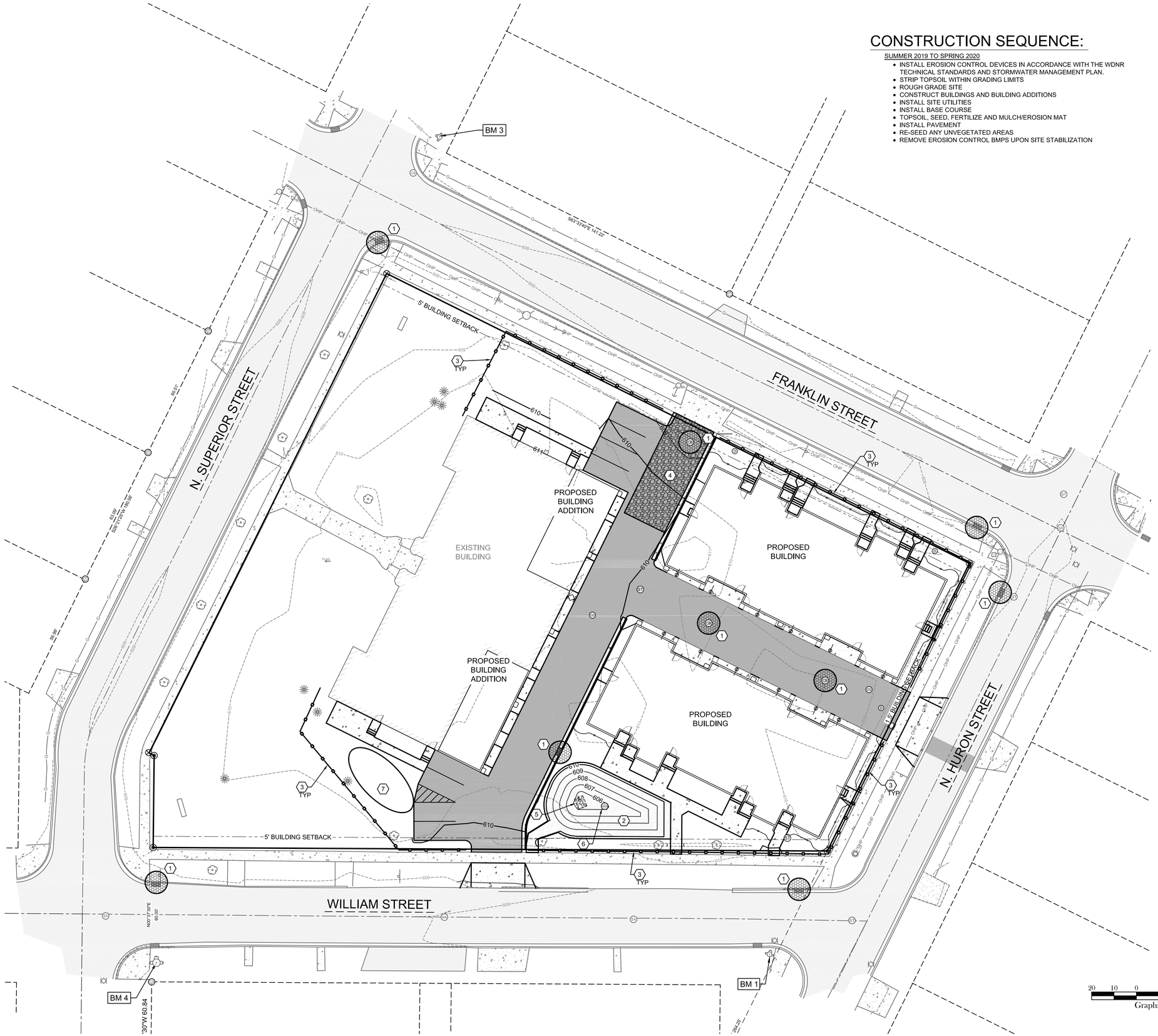
EROSION CONTROL PLAN



CONSTRUCTION SEQUENCE:

SUMMER 2019 TO SPRING 2020

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

SHEET KEY NOTES:

1. INLET PROTECTION; SEE DETAIL A SHEET C5.1
2. CLASS I URBAN, TYPE B WOOD EROSION CONTROL MAT WITH E-STAPLES; SEE DETAIL B SHEET C5.1
3. SILT FENCE; SEE DETAIL C SHEET C5.1
4. STONE TRACKING PAD, WILL BE REQUIRED IF EXCAVATION CANNOT OCCUR FROM PAVED SURFACE; SEE DETAIL D SHEET C5.1
5. ENERGY DISSIPATOR; SEE DETAIL E SHEET C5.1
6. TEMPORARY SEDIMENT BASIN; SEE DETAIL F SHEET C5.1
7. TEMPORARY STOCKPILES

PLANNED EROSION CONTROL PRACTICES:

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

MAINTENANCE PLAN:

1. ALL EROSION CONTROL AND STORM WATER MANAGEMENT PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION EVERY 7 DAYS AND WITHIN 24 HOURS OF A STORM PRODUCING AT LEAST 0.5 INCHES OF RAINFALL. ANY NEEDED REPAIRS WILL BE MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED. ALSO, ANY SEDIMENT THAT HAS BEEN DEPOSITED OFF-SITE FROM THIS CONSTRUCTION PROJECT SHALL BE CLEANED UP IMMEDIATELY.
2. REMOVE SEDIMENT FROM BEHIND ANY SILT FENCE WHEN IT HAS ACCUMULATED TO A DEPTH OF ⅓ 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 RESEEDED 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 SWEPT 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.

N

20 10 0 20 40
Graphic Scale

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PROJECT MANAGER: ...

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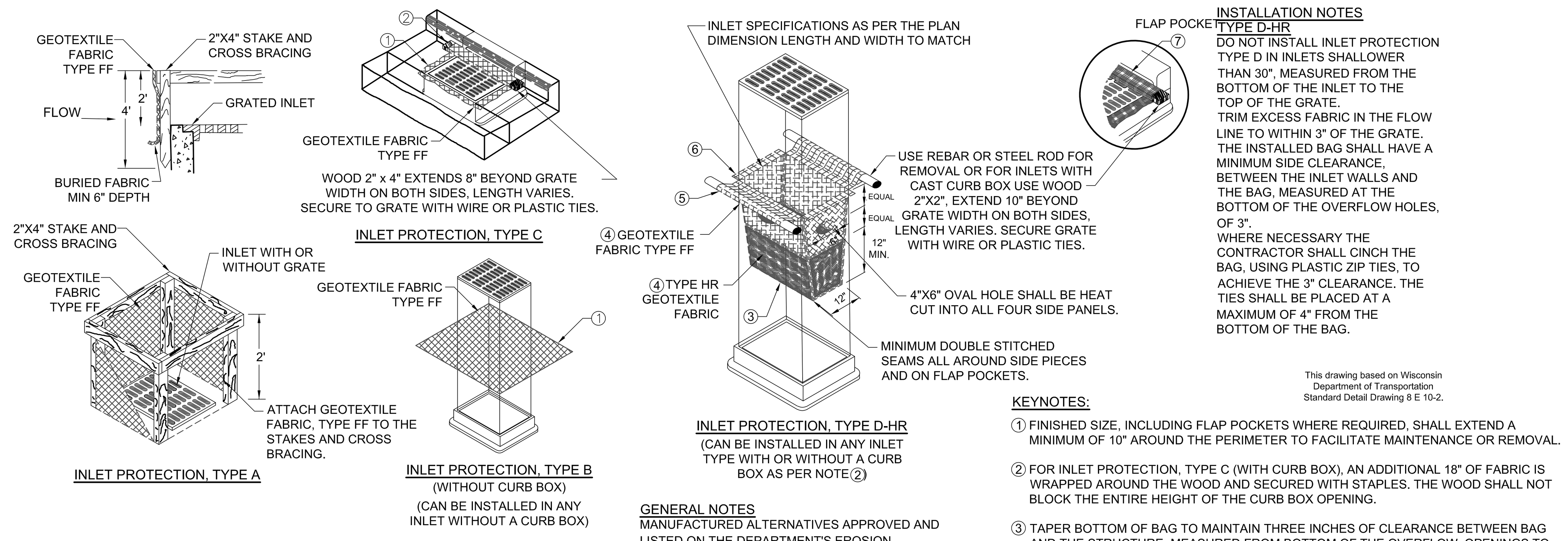
EROSION CONTROL DETAILS



INSTALLATION NOTES TYPE D-HR

DO NOT INSTALL INLET PROTECTION TYPE D IN INLETS SHALLOWER THAN 30", MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE.
TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE. THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3".
WHERE NECESSARY THE CONTRACTOR SHALL CINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4" FROM THE BOTTOM OF THE BAG.

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

INSTALLATION NOTES TYPE B & C

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

GENERAL NOTES

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

KEYNOTES:

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

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

③ TAPER BOTTOM OF BAG TO MAINTAIN THREE INCHES OF CLEARANCE BETWEEN BAG AND THE STRUCTURE, MEASURED FROM BOTTOM OF THE OVERFLOW OPENINGS TO THE STRUCTURE WALL.

④ GEOTEXTILE FABRIC, TYPE FF FOR FLAPS AND TOP HALF OF FILTER BAG. GEOTEXTILE FABRIC, TYPE HR FOR BOTTOM HALF OF FILTER BAG WITH FRONT, BACK, AND BOTTOM BEING ONE PIECE.

⑤ FRONT LIFTING FLAP IS TO BE USED WHEN REMOVING AND MAINTAINING FABRIC BAG.

⑥ SIDE FLAPS SHALL BE A MAXIMUM OF TWO INCHES LONG. FOLD THE FABRIC OVER AND REINFORCE WITH MULTIPLE STITCHES.

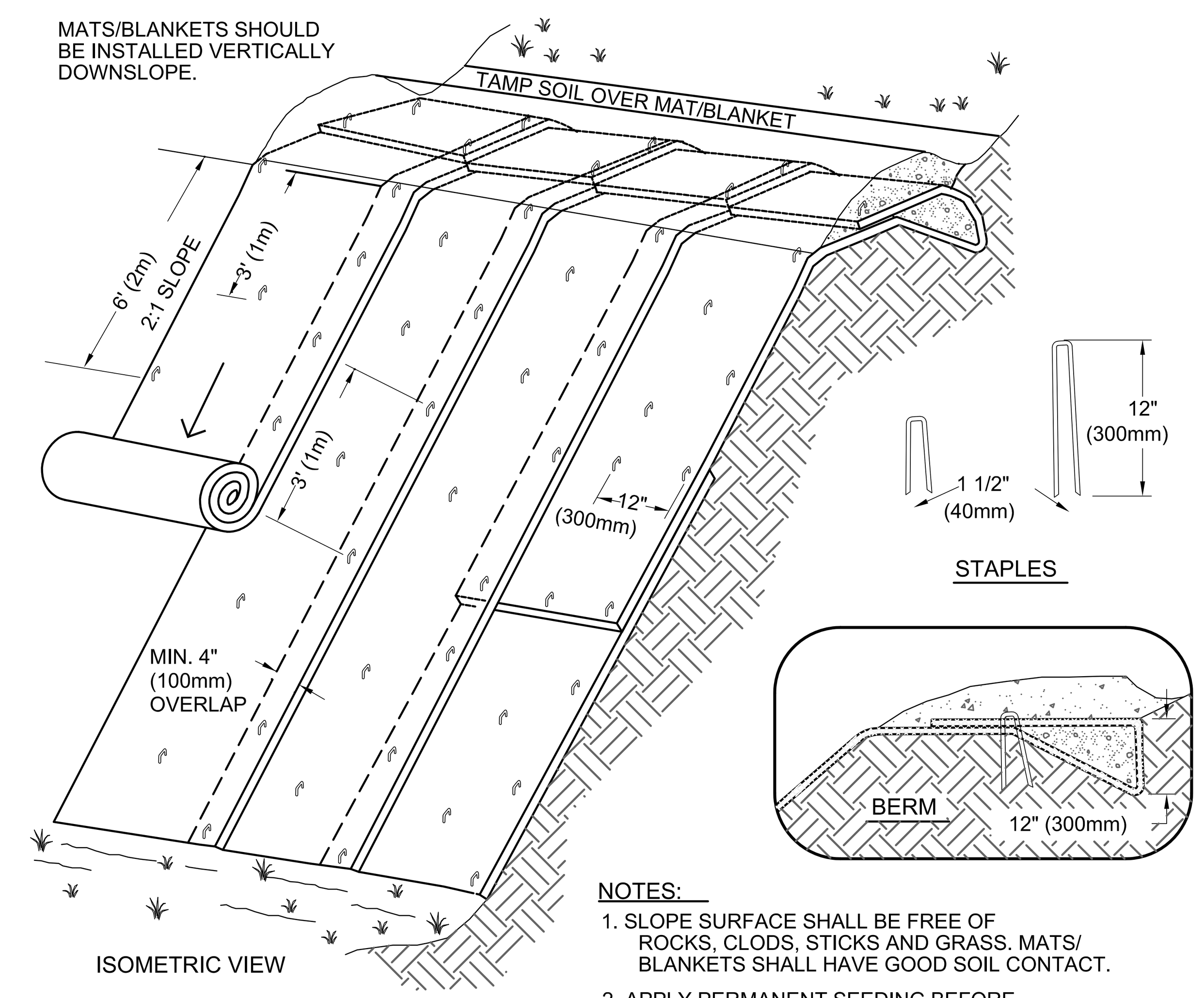
⑦ FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2" X 2". THE REBAR, STEEL PIPE OR WOOD SHALL BE INSTALLED IN THE REAR FLAP AND SHALL NOT BLOCK THE TOP HALF OF THE CURB FACE OPENING.

INLET PROTECTION TYPES:

1. ALL INLETS IN PUBLIC RIGHTS OF WAY SHALL RECEIVE INLET PROTECTION TYPE D-HR AS DETAILED ON SHEET C5.1.
2. INLETS ON PRIVATE PROPERTY SHALL RECEIVE INLET PROTECTION TYPE B OR C(DEPENDANT ON CASTING TYPE), FOR INLETS IN PAVED AREAS, AND INLET PROTECTION TYPE A IN UN-PAVED AREAS.

A

INLET PROTECTION



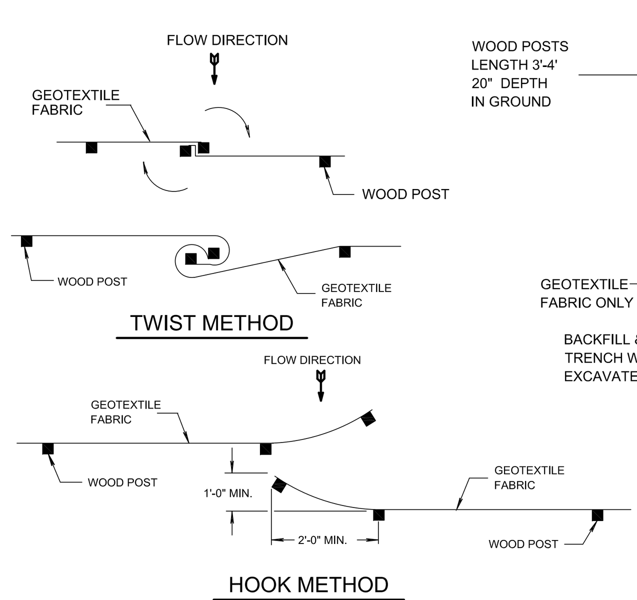
TYPICAL SLOPE SOIL STABLIZATION

NOTES:

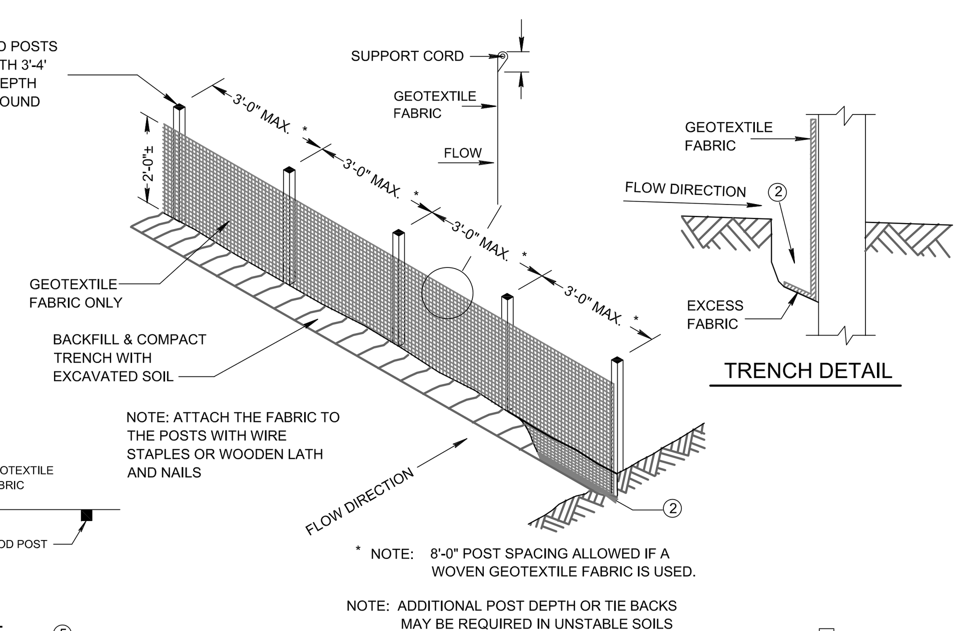
1. SLOPE SURFACE SHALL BE FREE OF ROCKS, CLODS, STICKS AND GRASS. MATS/ BLANKETS SHALL HAVE GOOD SOIL CONTACT.
2. APPLY PERMANENT SEEDING BEFORE PLACING BLANKETS.
3. LAY BLANKETS LOOSELY AND STAKE OR STAPLE TO MAINTAIN DIRECT CONTACT WITH THE SOIL. DO NOT STRETCH.

B

EROSION CONTROL MAT FOR SLOPE INSTALLATION



JOINING TWO LENGTHS OF SILT FENCE ⑤

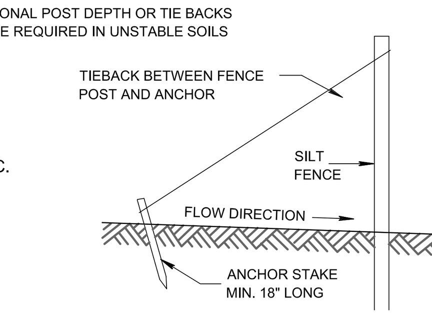


* NOTE: 8'-0" POST SPACING ALLOWED IF A WOVEN GEOTEXTILE FABRIC IS USED.

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

GENERAL NOTES:

1. HORIZONTAL BRACE REQUIRED WITH 2" X 4" WOODEN FRAME OR EQUIVALENT AT TOP OF POSTS.
2. TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.
3. WOOD POSTS SHALL BE A MINIMUM SIZE OF 1 1/8" X 1 1/8" OF OAK OR HICKORY.
4. SILT FENCE TO EXTEND ACROSS THE TOP OF THE PIPE.
5. CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS; A) OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180 DEGREES, B) HOOK THE END OF EACH SILT FENCE LENGTH.

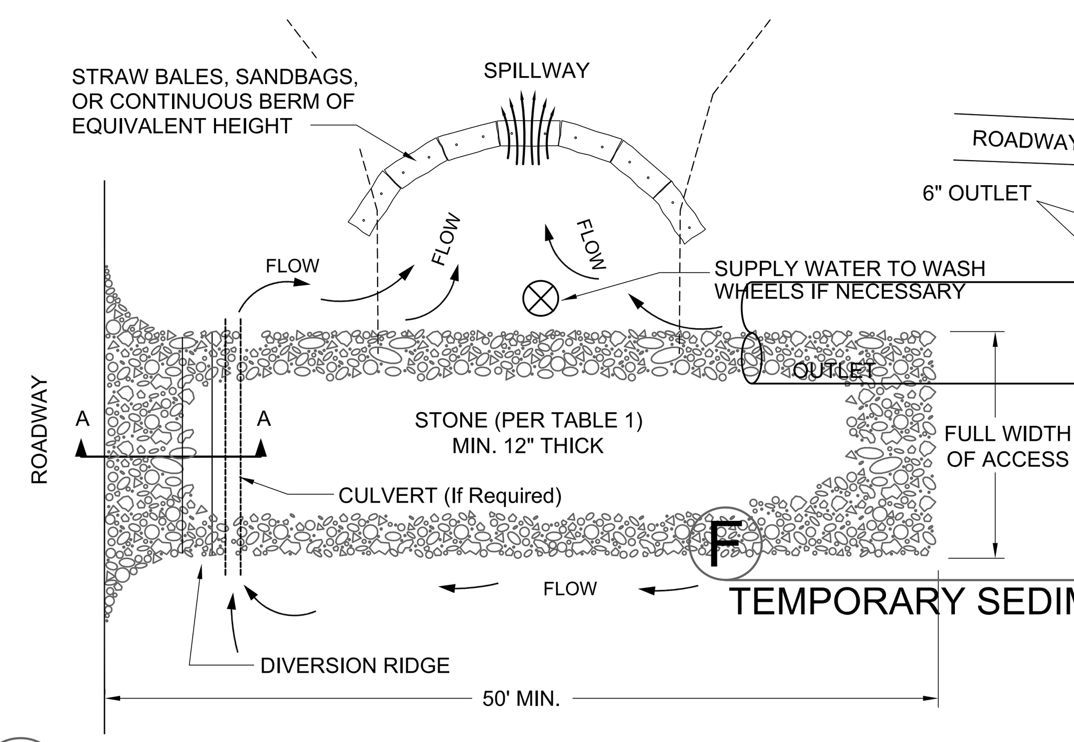


SILT FENCE TIE BACK
(WHEN ADDITIONAL SUPPORT REQUIRED)

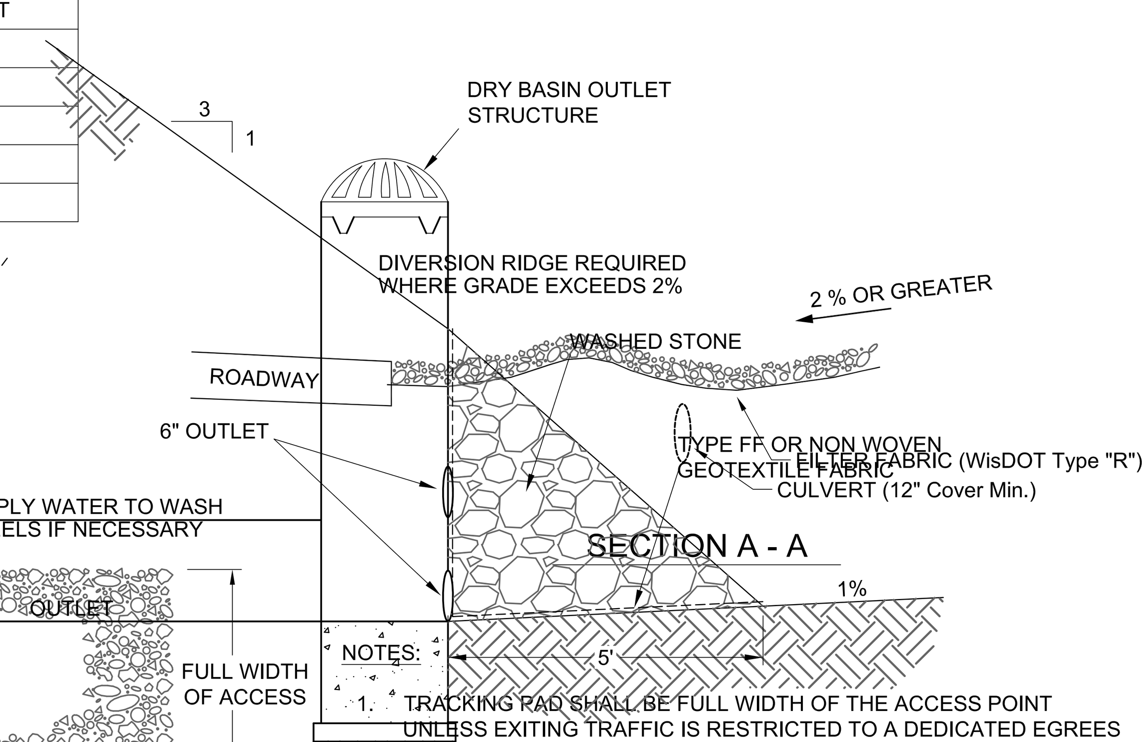
C

SILT FENCE

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



PLAN

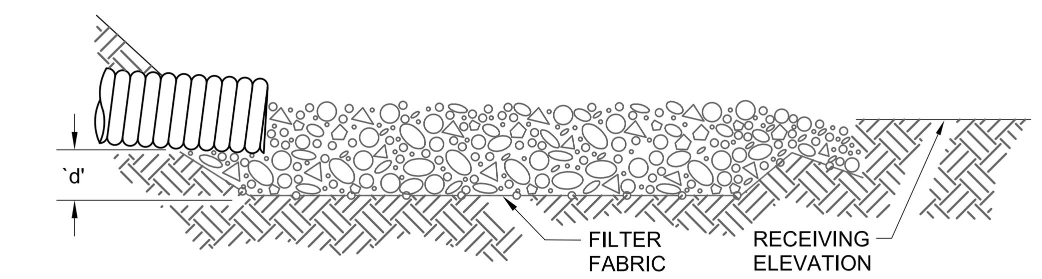


NOTES:

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

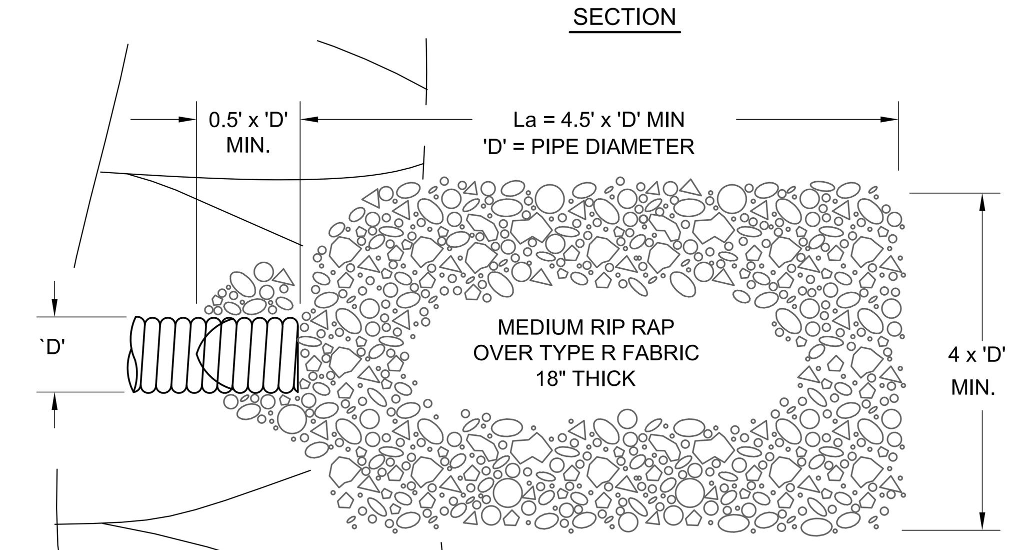
D

STONE TRACKING PAD



THICKNESS (`d') = 1.5 x MAX. ROCK DIAMETER (18" MIN.)

SECTION



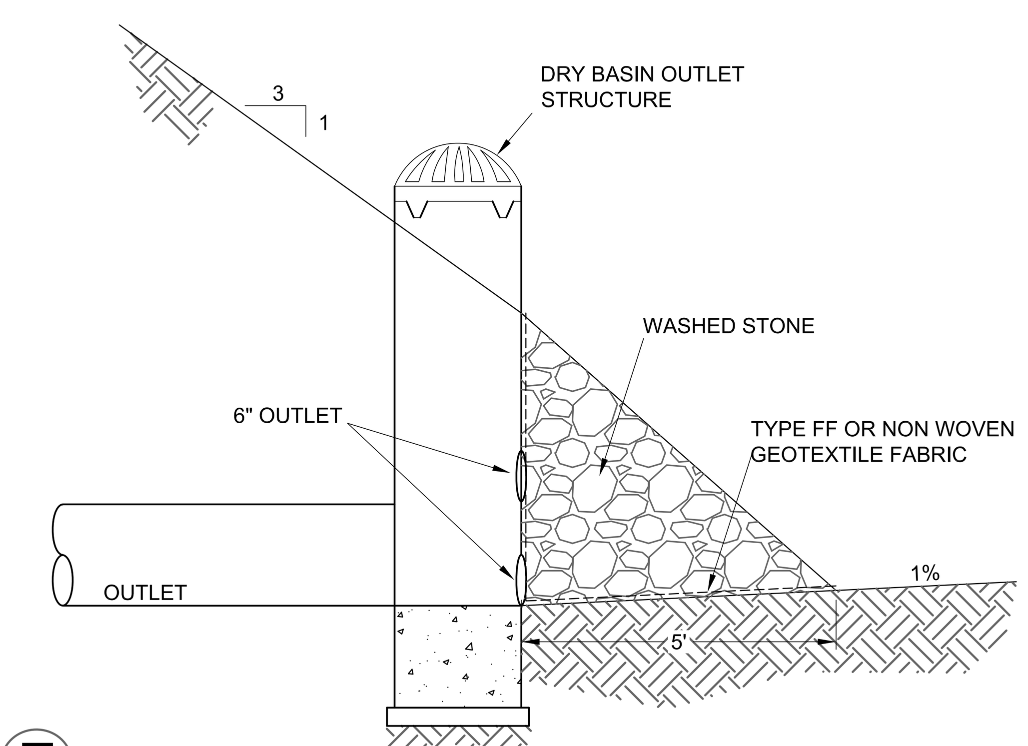
PLAN

NOTES:

1. `La' = LENGTH OF APRON. DISTANCE `La' SHALL BE OF SUFFICIENT LENGTH TO DISSIPATE ENERGY.
2. APRON SHALL BE SET AT A ZERO GRADE AND ALIGNED STRAIGHT.
3. FILTER MATERIAL SHALL BE WDOT TYPE HR FILTER FABRIC

E

ENERGY DISSIPATOR



F

TEMPORARY SEDIMENT BASIN

SCALE: N.T.S.

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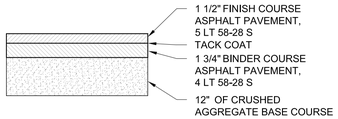
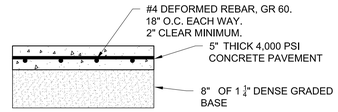
SITE DETAILS



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

A

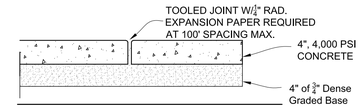
STANDARD DUTY ASPHALT PAVEMENT



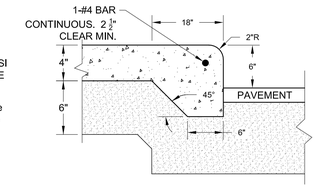
NOTES
1. CONCRETE PAVEMENT CONSTRUCTION SHALL BE IN ACCORDANCE WITH WISCONSIN DOT FDM.
2. CONCRETE SHALL RECEIVE A BROOMED FINISH.

B

CONCRETE PAVEMENT/SLAB



STANDARD SIDEWALK

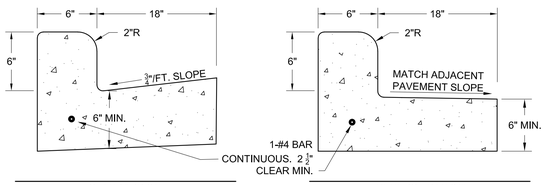


THICKENED EDGE FOR MONOLITHIC SIDEWALK

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

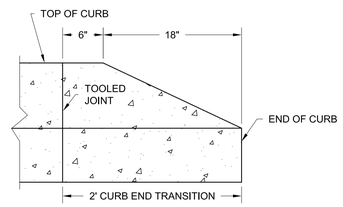
C

CONCRETE SIDEWALK



STANDARD 24" CURB AND GUTTER

REVERSE PAN 24" CURB AND GUTTER

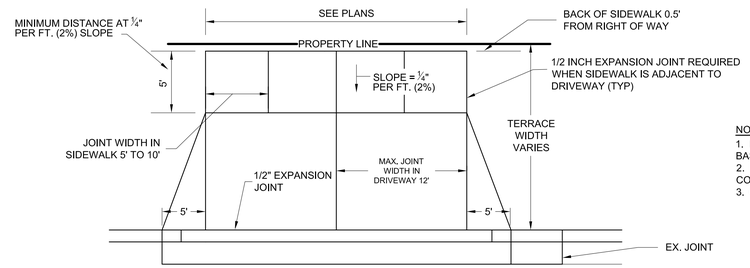


CURB END TRANSITION FRONT VIEW

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

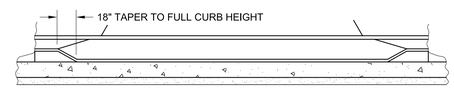
D

24" CURB AND GUTTER

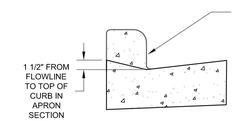


PLAN VIEW OF DRIVEWAY APRON

NOTES
1. PROVIDE MIN. 4 INCHES OF ¾" CRUSHED AGGREGATE BASE COURSE.
2. BASE SHALL BE LEVELED AND MECHANICALLY COMPACTED.
3. CONCRETE WALK AND APRON SHALL BE 6" CONCRETE.



SECTION VIEW OF CURB CUT

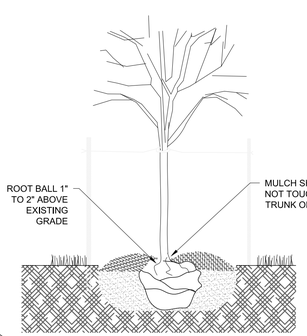


CURB HEAD SHALL BE REMOVED BY SAWCUTTING ONLY. SAWCUTTING SHALL BE ACCOMPLISHED WITH A RAIL MOUNTED, HYDRAULICALLY CONTROLLED, LARGE DIAMETER CONCRETE SAW DESIGNED SPECIFICALLY FOR THIS METHOD OF CURB HEAD REMOVAL.

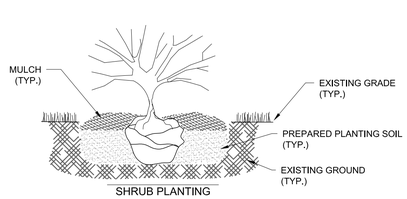
SECTION VIEW OF CURB

E

CONCRETE DRIVEWAY APRON



TREE PLANTING



SHRUB PLANTING

1. PLANTING HOLE SHALL BE A MINIMUM OF TWO TIMES THE DIAMETER OF THE ROOT BALL, AND EQUAL TO THE DETPH OF THE ROOT BALL.
2. EXCAVATED SOIL FROM PLANTING HOLE SHALL BE MIXED WITH 1 PART POTTING SOIL TO 2 PARTS EXCAVATED SOIL.
3. PLANT SO THAT THE ROOT COLLAR WILL BE 1" TO 2" ABOVE EXISTING GRADE.
4. IF BALLED AND BURLAPED, PLACE PLANT IN HOLE, CUT THE BALLING TWINE, AND PEEL BACK THE TOP TWO THIRDS OF BURLAP. IF POTTED REMOVE POT, AND PLACE PLANT INTO HOLE.
5. BACKFILL HOLE WITH PREPARED SOIL, AND MOUND SOIL 2" TO 3" HIGH IN A RING AT THE PERIMETER OF THE EXCAVATED HOLE. WATER AND SMOOTH RING PRIOR TO MULCHING.
6. UNLESS NOTED OTHERWISE, MULCH WITH 3" OF SHREDDED HARDWOOD MULCH OR LANDSCAPE STONE (RIVER ROCK, NOT CRUSHED STONE)
7. IF STAKING IS REQUIRED FOR TREES TWO STAKES SHALL BE USED ONE ON THE PREVAILING WIND SIDE OF THE TREE, AND THE OTHER STAKE ON THE OPPOSITE SIDE. STAKES SHALL BE FASTENED TO THE TREE USING RUBBER TUBING, OR NYLON STRAPPING.

F

PLANTING DETAIL

DeLEERS CONSTRUCTION, INC.
1825 Nimitz Drive, Suite A | De Pere, WI 54115
P 920.347.5830 | deleers.com

IRWIN LOFTS

428 N. SUPERIOR ST., DE PERE, WI

Attachment: PC Attachments (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N. Superi)

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BUSINESS DEV. ASSOC.: ...
DESIGNER: ML, JE
DRAWN BY: ML, RH
PROJECT MANAGER: ...

DATE: 03.11.19
SHEET: C6.0

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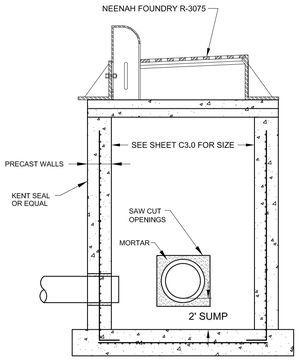
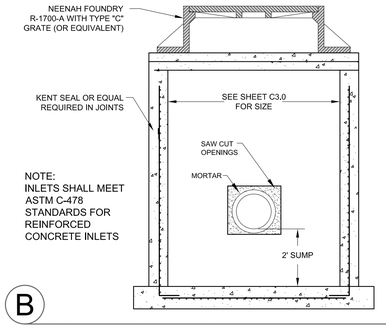
PH:920-569-5765; Fax: 920-569-5767
www.mach-iv.com
Project Number: 1615-01-18

UTILITY DETAILS



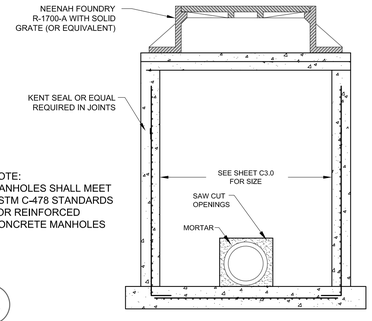
NOTE:
ALL INLETS SHALL MEET ASTM C-478 STANDARDS FOR REINFORCED CONCRETE INLETS

A
STORM CATCH BASIN WITH CURB INLET CASTING



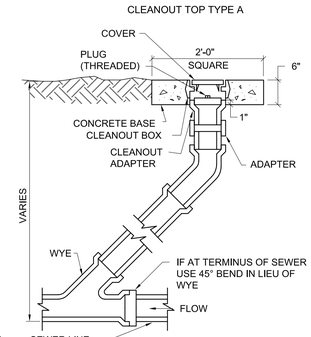
NOTE:
INLETS SHALL MEET ASTM C-478 STANDARDS FOR REINFORCED CONCRETE INLETS

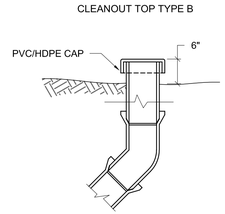
B
STORM CATCH BASIN



NOTE:
MANHOLES SHALL MEET ASTM C-478 STANDARDS FOR REINFORCED CONCRETE MANHOLES

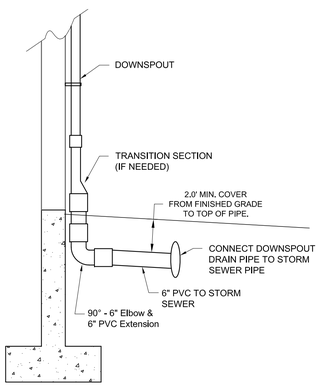
C
PRECAST CONCRETE STORM MANHOLE



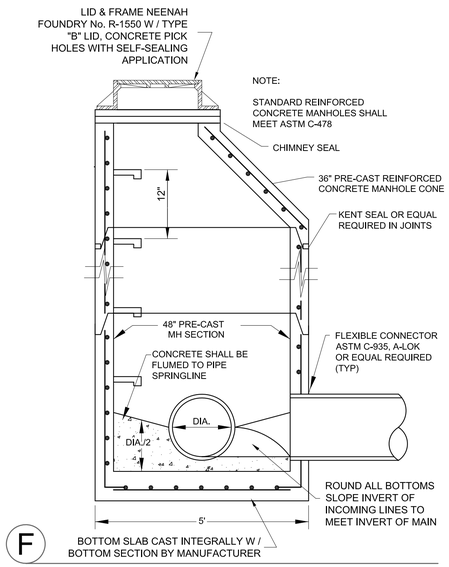


NOTES:
1. USE CLEANOUT TOP TYPE A FOR CLEANOUTS IN PAVEMENT OR TURF AREAS.
2. USE CLEANOUT TOP TYPE B FOR CLEANOUTS IN LANDSCAPING OR BIOFILTER AREAS.
3. USE FROST SLEEVE ON ALL INSTALLATIONS

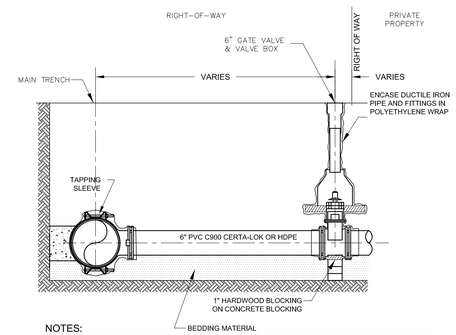
D
CLEANOUT



E
DOWNSPOUT

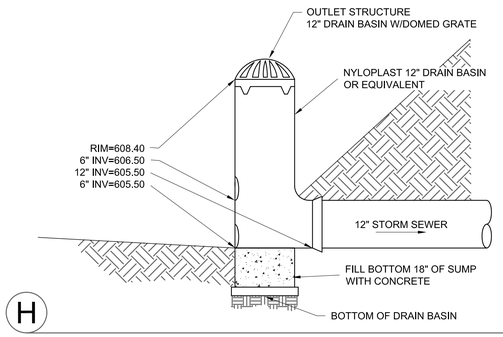


F
SANITARY SEWER MANHOLE

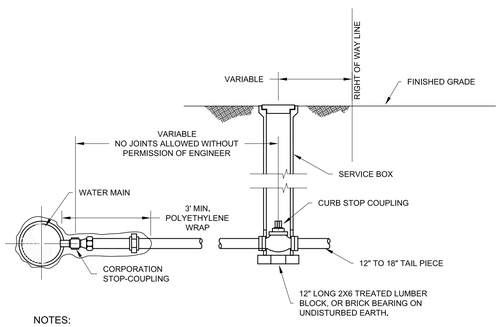


NOTES:
1. WATER SERVICE CONNECTION SHALL BE INSTALLED IN ACCORDANCE WITH THE STANDARD SPECIFICATION FOR SEWER & WATER CONSTRUCTION IN WISCONSIN.
2. DISTANCE FROM CURB STOP TO RIGHT OF WAY LINE VARIES BY MUNICIPALITY. CONTRACTOR SHALL CONTACT LOCAL PUBLIC WORKS/WATER DEPARTMENT TO COORDINATE CURB STOP PROXIMITY TO RIGHT OF WAY LINE.
3. PROVIDE FROST PROTECTION ON SERVICE BOX IN ACCORDANCE WITH STATE STANDARDS.
4. PIPE MATERIAL SHALL BE IN ACCORDANCE WITH LOCAL MUNICIPAL STANDARD.

G
LARGE SERVICE CONNECTION WITH TAPPING SLEEVE



H
DRY BASIN OUTLET STRUCTURE



NOTES:
1. WATER SERVICE CONNECTION SHALL BE INSTALLED IN ACCORDANCE WITH THE STANDARD SPECIFICATION FOR SEWER & WATER CONSTRUCTION IN WISCONSIN.
2. DISTANCE FROM CURB STOP TO RIGHT OF WAY LINE VARIES BY MUNICIPALITY. CONTRACTOR SHALL CONTACT LOCAL PUBLIC WORKS/WATER DEPARTMENT TO COORDINATE CURB STOP PROXIMITY TO RIGHT OF WAY LINE.
3. PROVIDE FROST PROTECTION ON SERVICE BOX IN ACCORDANCE WITH STATE STANDARDS.
4. PIPE MATERIAL SHALL BE IN ACCORDANCE WITH LOCAL MUNICIPAL STANDARD. IF NO STANDARD IS PRESENT, PIPE SHALL BE EITHER TYPE K COPPER, OR SDR 9 PE.

I
WATER SERVICE CONNECTION

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P 920.347.5830 | deleers.com

IRWIN LOFTS
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DRAWN BY: ML, RH
PROJECT MANAGER: ...

DATE: 03.11.19
SHEET: C6.1

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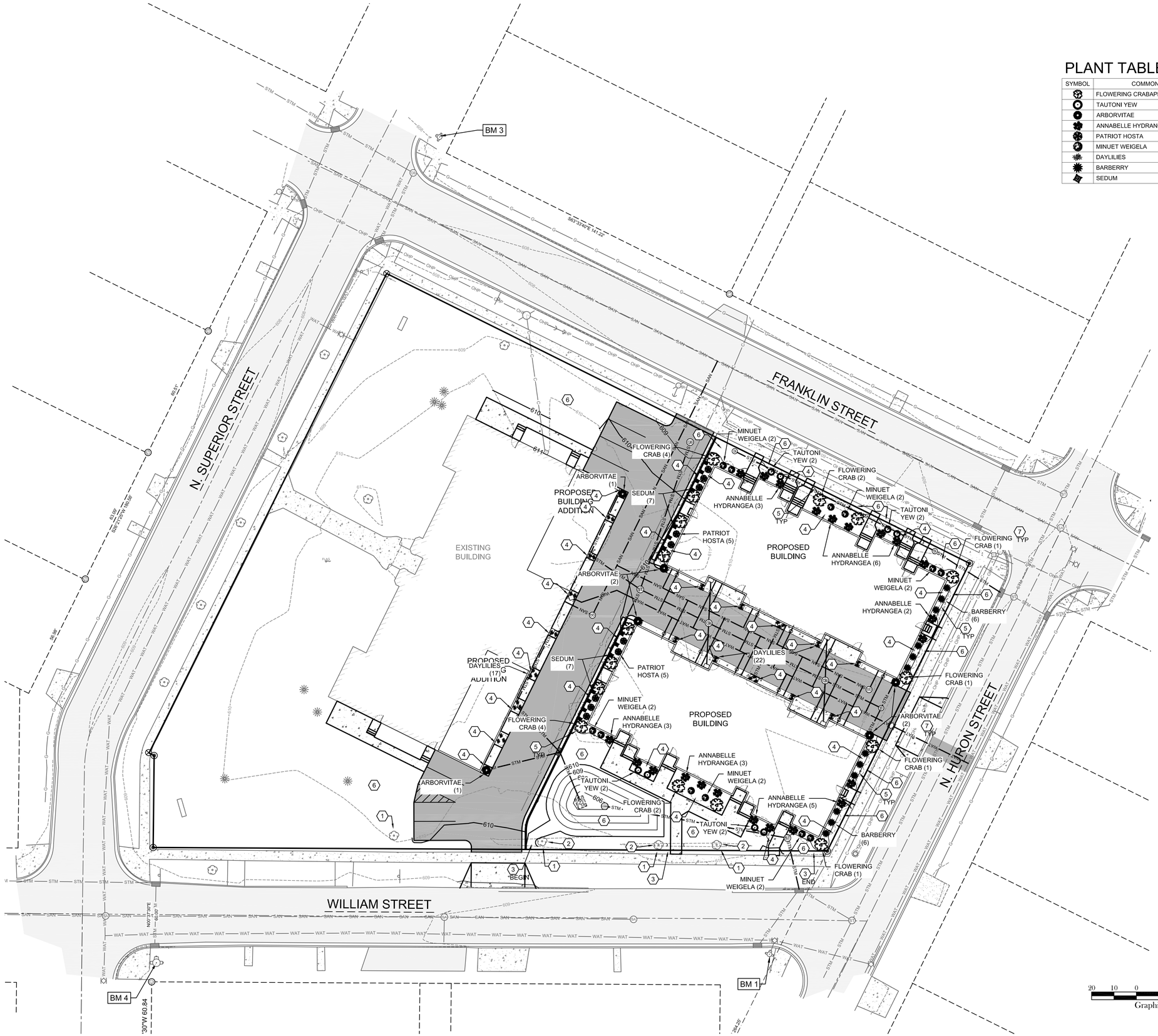
Project Number: 1615-01-18

LANDSCAPE PLAN



PLANT TABLE

SYMBOL	COMMON NAME	SCIENTIFIC NAME	QUANTITY	SIZE
	FLOWERING CRABAPPLE	MALUS 'PRAIRIFIRE'	16	11/4"
	TAUTONI YEW	TAXUS X MEDIA 'TAUTONI'	8	18-24"
	ARBORVITAE	THUJA OCCIDENTALIS 'SMARAGD'	6	2 GAL.
	ANNABELLE HYDRANGEA	HYDRANGEA ARBORESCENS 'ANNABELLE'	22	3 GAL.
	PATRIOT HOSTA	HOSTA 'PATRIOT'	10	1 GAL.
	MINUET WEIGELA	WEIGELA FLORIDA 'MINUET'	12	3 GAL.
	DAYLILIES	HEMEROCALLIS	39	1 GAL.
	BARBERRY	BERBERIS VULGARIS	12	3 GAL.
	SEDUM	SEDUM	14	1 GAL.

SHEET KEY NOTES:

1. 6' DIAMETER OF 3" HARDWOOD MULCH
2. PRUNE TREE
3. REMOVE EXISTING BERM, VEGETATION, AND MULCH; ALSO SEE SHEET C1.0
4. STONE MULCH WITH WEED BARRIER FABRIC
5. PROFESSIONAL GRADE EDGING
6. LAWN
7. PLANT TREES PER THE PLANTING DETAIL; SEE DETAIL F SHEET C6.0

LANDSCAPE NOTES

1. DIAMETERS OF PLANT MATERIALS AS DRAWN ARE REPRESENTATIVE OF PLANTS AT OR NEAR MATURITY RATHER THAN AT INITIAL PLANTING SIZES.
2. THE PLANT LIST IS INTENDED AS A GUIDE FOR THE CONTRACTOR. IN THE EVENT OF DISCREPANCY BETWEEN THE NUMBER OF PLANTS ON THE PLANT LIST AND ON THE DRAWING, THE GREATER NUMBER SHALL APPLY.
3. ADJUSTMENTS IN LOCATIONS OF PLANT MATERIALS MAY BE NECESSARY DUE TO NEW OR EXISTING UTILITIES OR SITE OBSTRUCTIONS. REVIEW WITH ARCHITECT BEFORE ADJUSTMENTS ARE MADE.
4. ALL SHRUBS OCCURRING IN CONTINUOUS ROW OR FORMAL ARRANGEMENT SHALL HAVE UNIFORM HEIGHT, SPREAD AND HABIT OF GROWTH. FOR GROUNDCOVER LOCATIONS, FILL AREA WITH QUANTITY OF PLANTS DESIGNATED; EVENLY SPACED.
5. A MINIMUM OF 12" DEPTH OF 50% TOPSOIL AND 50% COMPOST SHALL BE PLACED IN ALL BED AREAS BY THE CONTRACTOR PRIOR TO PLANT INSTALLATION.
6. MULCH TREES WITH MIN. 3" DEPTH OF GRAVEL OR HARDWOOD MULCH AS NOTED ON PLAN AND PER DETAILS. MULCH SHALL EXTEND IN A CONTINUOUS LAYER WITHIN PLANTING BEDS FROM FACE TO FACE OF SITE STRUCTURES - WALKS, BUILDING, OR OTHER PLANT BED LIMITS.
7. PROTECT EXISTING LAWN AREAS; REPAIR ANY CONTRACT RELATED DAMAGE TO LAWN AREAS.
8. THE CONTRACTOR SHALL MAINTAIN ALL PLANTS AND BEDS FOR A 60 DAY PERIOD AFTER ACCEPTANCE OF THE WORK BY THE ARCHITECT. THIS INCLUDES REGULAR WATERING, WEEDING AND MOWING.
9. THE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR ONE-YEAR FROM DATE OF ACCEPTANCE. BEFORE END OF WARRANTY PERIOD CONTRACTOR SHALL REPLACE ALL TREES, SHRUBS OR PLANTINGS NOT ALIVE OR IN A HEALTHY GROWING CONDITION.
10. SEED ALL DISTURBED AREAS WITH WDot No. 40 GRASS MIX.

N

20 10 0 20 40
Graphic Scale

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PROJECT MANAGER: ...

DATE: 03.11.19
SHEET: L1.0

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DECLARATION OF CONDOMINIUM

Return to:
q17
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

q08

Parcel Number

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DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made this ___ day of _____, 200__, by q02, q03 (the "Declarant").

ARTICLE I

DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all easements, rights and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

2.01 Name. The name of the condominium created by this Declaration (the "Condominium") is "q01."

2.02 Legal Description. The land comprising the Property (the "Land") is located in the q04 of q05, County of q06, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

2.03 Address. The address of the Condominium is q09.

ARTICLE III

DESCRIPTION OF UNITS

3.01 Identification of Units. The Condominium shall consist of _____ units (individually a "Unit" and collectively the "Units") located in the _____ buildings (individually, a "Building" and collectively, the "Buildings") identified on the condominium plat attached hereto as Exhibit B and made a part hereof (the "Condominium Plat"), together with the Common Elements as described in Article IV. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries and dimensions of each Unit. The Units shall be identified as Units ___ through ___, inclusive, as numbered on the Condominium Plat. Each

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owner of a Unit is referred to as a "Unit Owner." Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02 Boundaries of Units. The boundaries of each Unit shall be as follows:

(a) Upper Boundary. The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.

(b) Lower Boundary. The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit consisting of the garage and basement extended to an intersection with the perimetrical boundaries.

(c) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the imaginary vertical planes having elevations that coincide with: (a) in the case of interior walls separating the Unit from another Unit, the midpoint of the interior walls; (b) in the case of exterior walls, the exterior surface of the wall; (c) in the case of a wall separating a Unit from any interior Common Elements, the outside surface of the Common Elements (determined from the standpoint of a person inside the Unit) and (d) in the case of exterior windows, the interior surface of the windows; in all of the foregoing cases, extending to intersections with each other and with the upper and lower boundaries.

It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting or otherwise covered) is included as part of each defined Unit.

3.03 Additional Items Included as Part of Unit. The Unit shall also include each of the following items that serve such Unit exclusively, whether or not located within the boundaries described in Section 3.02:

(a) Windows, doors and garage doors (with all opening, closing and locking mechanisms and all hardware) which provide direct access to or within the Unit.

(b) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

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(c) Telephone, telefax, cable television, computer, internet, stereo or other sound systems, if any, including outlets, switches, hardware and other appurtenances serving them.

(d) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.

(e) The heating, ventilating and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit, exclusively.

Specifically not included as part of a Unit are those structural components of each Building and the exterior surfaces thereof, the insulation systems, and any portion of the plumbing, electrical or mechanical systems of the Building serving more than one (1) Unit, even if located within the Unit. Any structural components, insulation systems, plumbing, electrical, mechanical and public or private utility lines running through a Unit that serve more than one Unit are Common Elements.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01 Common Elements. The common elements (the "Common Elements") are all of the Condominium except for the Units. The Common Elements include, without limitation, the following:

(a) The Land;

(b) The paved driveway, private streets, pedestrian walkways, if any, and bicycle pathways, if any, situated on the Land;

(c) The foundations, columns, pilasters, girders, beams, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses and roofs;

(d) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit;

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(e) Any other portion of the improvements to the Land which is not included within the boundary of a Unit as described above; and

(f) Mailbox islands.

4.02 Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

(a) All sidewalks, access ways, steps, stoops, balconies, decks and patios attached to, leading directly to or from, or adjacent to each Unit; and

(b) The parking spaces identified on the Condominium Plat as designated and reserved for any Unit, if any.

4.03 Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, such that all of the actual as-built boundaries of any such Units and Common Elements are located within six (6) inches of the locations of the corresponding boundaries of such Units and Common Elements as described in Section 3.02 or elsewhere in this Declaration or as shown on the Condominium Plat, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided,

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however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the board of directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

[**OPTIONAL**: Improvements to Limited Common Elements. A Unit Owner may enclose any deck that is a Limited Common Element appurtenant to such Unit upon compliance with Section 703.13(5m) of the Condominium Ownership Act and with the written consent of the Association.]

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01 Percentage Interests. The undivided percentage interest in the Common Elements (the "Percentage Interest") appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units.

5.02 Conveyance or Encumbrance of Percentage Interest. Any deed, mortgage or other instrument purporting to convey or encumber any Unit shall be deemed to include the Unit Owner's Percentage Interest and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03 Voting. Each Unit shall have one (1) vote appurtenant to such Unit at meetings of the Association (as defined in Article VI).

5.04 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

5.05 Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The bylaws of the

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Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI

CONDOMINIUM ASSOCIATION

6.01 General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "q07" (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a non-profit corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner, the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners.

6.02 Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 6.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration and the

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Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) three years from such date; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Percentage Interests; or (c) thirty (30) days after the Declarant's election to waive its right of control.

6.03 Board of Directors. The affairs of the Association shall be governed by a board of directors. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Percentage Interest to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the board of directors. Within thirty (30) days after the conveyance of fifty percent (50%) of the Percentage Interests to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the board of directors.

6.04 Maintenance and Repairs.

(a) By Association. Except as provided in Sections 6.04(b) and 6.04(c), the Association shall be responsible for the management and control of the Common Elements and Limited Common Elements (except patios and balconies) and shall maintain the same in good, clean and attractive order and repair. In addition, the Association shall be responsible for maintaining all Limited Common Elements (except patios and balconies), for snow plowing all sidewalks, driveways, private street, parking areas, the maintenance, repair and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways and parking areas. The Association shall be responsible for replacing when necessary any Common Elements and Limited Common Elements.

(b) By Unit Owner. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables or conduits designed or used in connection with such electrical, heating or air conditioning systems), and for the maintenance (but not the repair or replacement of) exterior patio areas or balconies appurtenant to the Unit, except to the extent any repair cost for any of the foregoing is paid by the Association's insurance policy described in Section 8.01. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or a

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condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 6.07.

(c) Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless or intentional act or omission of any Unit Owner, tenant or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

6.05 Common Expenses. Any and all expenses incurred by the Association in connection with the management, maintenance, repair and replacement of the Condominium and other areas described in Section 6.04 and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

6.06 General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their

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Percentage Interests. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. Notwithstanding the foregoing, Units not yet sold by Declarant shall not be subject to General Assessments. If, however, during the period of Declarant control the General Assessments against any Unit not owned by Declarant would exceed the amount set forth in the budget per Unit (excluding any portion of General Assessments to fund reserves), Declarant shall either: (a) record a document to cause its Units to be subject to General Assessments; or (b) pay to the Association the amount necessary to cause the General Assessments against the Units not owned by Declarant to be reduced to the amount set forth in the budget per Unit (excluding any portion of General Assessments used to fund reserves).

6.07 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners collectively for deficiencies in the case of destruction or condemnation as set forth in Section 8.05 and Section 9.05; for defraying the cost of improvements to the Common Elements or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. In addition, the Association may levy Special Assessments against individual Unit Owners for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 6.04 and Article XIII. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

6.08 Common Surpluses. In the event that the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 8.06 and Section 9.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine.

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6.09 Certificate of Status. The Association shall, upon the written request of an owner, purchaser or Mortgagee of a Unit, issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

6.10 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

6.11 Master Association. Pursuant to Section 703.155 of the Wisconsin Statutes, the Association shall have the right to delegate one (1) or more of its powers, to the extent permitted by law, to a master association. On the date of this Declaration, no master association exists.

ARTICLE VII

ALTERATIONS AND USE RESTRICTIONS

7.01 Unit Alterations.

(a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration which changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract or similar security interest.

(b) A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of the intervening partition wall or create

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doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

7.02 Relocation of Boundaries.

(a) If the Unit Owners of adjoining Units desire to relocate their mutual boundary, the affected Unit Owners shall prepare and execute appropriate instruments.

(b) An amendment to the Declaration and an addendum to the Condominium Plat shall identify the Units and shall state that the boundaries between those Units are being relocated by agreement of the Unit Owners thereof. The amendment shall contain words of conveyance between those Unit Owners, and when recorded shall also be indexed in the name of the grantor and grantee, if applicable. If not stated, the prior allocation shall govern, until such time as the Unit Owners shall record an amendment to that effect with the q06 County Register of Deeds.

(c) Plats and plans showing the altered boundaries and the dimensions thereof between adjoining Units, and their identifying numbers or letters, shall be prepared. The plats and plans shall be certified as to their accuracy in compliance with Subsection 703.13(6) of the Wisconsin Statutes, by civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

(d) No boundaries of any Units may be relocated without the written consent of the Mortgagees of the Units affected.

(e) After appropriate instruments have been prepared and executed, those instruments shall become effective when the adjoining Unit Owners and the Association have executed them and they have been recorded with the q06 County Register of Deeds. The recording thereof shall be conclusive evidence that the relocation of boundaries did not violate the Condominium documents.

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7.03 Separation of Units.

(a) A Unit may be separated into two (2) or more Units upon compliance with the provisions of this Section, provided that the Association approves the separation of such Unit (which approval may be denied in the sole discretion of the Association). The Association's President, upon written application of a Unit Owner proposing the separation of a Unit (the "Separator") and after thirty (30) days' written notice to all of the Unit Owners shall promptly present the matter to the Association's Board of Directors. If approved, the President of the Association shall promptly prepare and execute appropriate instruments under this Section. An amendment to this Declaration and an addendum to the Condominium Plat shall assign a new identifying number to each new Unit created by the separation of a Unit, shall allocate to those Units, on a reasonable basis acceptable to the Separator and the Association, the Percentage Interests and right to use the applicable Limited Common Elements. The vote in the Association formerly appertaining to the separated Unit will be allocated among the resulting Units. For this purpose, a fractional vote shall be permitted. The amendment shall reflect a proportionate allocation to the new Unit(s) of the liability for Common Expenses and right to Common Surpluses formally appertaining to the separated Unit.

(b) Plats and plans showing the boundaries and dimensions separating the new Units together with their other boundaries and their new identifying numbers or letters shall be prepared. The plats and plans shall be certified as to their accuracy and compliance with Subsection 703.13(7), Wisconsin Statutes, by a civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

(c) No Unit may be separated without the written consent of the Mortgagees of the Unit.

(d) After appropriate instruments have been prepared and executed, they shall be delivered promptly to the Separator upon payment by it of all reasonable costs for their preparation. Those instruments are effective when the Association, the Separator and the new Unit Owners have executed them and they are recorded with the q06 County Register of Deeds. The recording of the instruments shall be conclusive evidence that the separation did not violate any restrictions or limitations specified by this Declaration and that any reallocations were reasonable.

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7.04 Expenses. All expenses involved in any improvements, alterations boundary changes or Unit separations approved by the Association or permitted under this Article, whether or not completed, including all expenses to the Association, shall be borne by the Unit Owner or Unit Owners involved and may be charged as a special assessment to the affected Units in accordance with Section 6.07.

7.05 Use and Restrictions on Use of Unit. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

(a) maintaining his or her personal professional library in his or her Unit;

(b) keeping his or her personal business or professional records or accounts in his or her Unit;

(c) handling his or her personal or business records or accounts in his or her Unit; or

(d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section 7.05 shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

7.06 Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 8.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

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7.07 Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that:

(a) the term of any such lease shall not be less than four (4) months;

(b) the Unit Owners have obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;

(c) the lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and

(d) the lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section 7.07 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

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7.08 Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

7.09 Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in containers.

7.10 Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any yard at any time.

7.11 Pets. Pets are permitted in accordance with the current applicable Rules and Regulations.

7.12 Landscaping. Unit Owners may not plant any decorative plants, vegetables and shrubbery outside of their Unit without the prior written consent of the Association.

[**OPTIONAL** 7.13 Additional Condominium Units. A Commercial Unit Owner may subject its Commercial Unit to the condominium form of ownership provided that:

(a) The president of the association of owners of condominium units within such Commercial Unit (the "Unit Association") casts the vote for such Commercial Unit;

(b) The Unit Association is deemed to be the "Unit Owner" of such Commercial Unit for all purposes under this Declaration;

(c) The Commercial Unit is deemed, for all purposes under this Declaration, to have a continued existence as a "Unit," notwithstanding the fact that such Commercial Unit may cease to be identifiable as such for purposes of the Wisconsin recording statutes; and

(d) The only mortgagee that shall have the rights of a "Mortgagee" under this Declaration with respect to such Commercial Unit are those mortgagees or vendors that hold a recorded mortgage or land contract, respectively, against not less than Forty Percent (40%) of the

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undivided percentage interest in the common elements of the condominium created out of such Commercial Unit.]

ARTICLE VIII

INSURANCE

8.01 Fire and Extended Loss Insurance. The board of directors of the Association shall, obtain and maintain fire, casualty, and special form insurance coverage for the Units, the Common Elements and for the Association's service equipment, supplies and personal property. Insurance coverage for the Units and Common Elements shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance, if any, maintained by the Association shall be written on the Condominium's Units and Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article IX.

8.02 Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least $1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective Percentage Interests. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

8.03 Fidelity Insurance. Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest

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acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

8.04 Directors' and Officers' Insurance. Subsequent to the conveyance of title by Declarant to the first Unit, the Association shall require or maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in the minimum amount of at least $1,000,000, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice.

8.05 Unit Owners' Insurance. Each Unit Owner shall insure all of its own personal property (whether or not such personal property is stored within the Unit owned by such Unit Owner or any Common Element or Limited Common Element) and any insurable portion of the Unit not covered by the Association's insurance as specified herein, and shall also maintain in effect at all times a comprehensive homeowner's liability policy. Each such policy shall name the Association as an additional insured. The homeowner's liability policy shall provide for coverage in the minimum amount of at least $300,000 per occurrence for personal injury and/or property damage or such higher minimum as is needed in the discretion of the Association to comport with the prevailing commercial practice. Nothing shall prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks; provided, however, that each Unit Owner's own property insurance coverage shall be excess coverage only and the insurance obtained by the Association, as required under Section 8.01, shall at all times be primary coverage. Unit Owners are encouraged to submit copies of the disclosure materials for the Condominium to their insurance carriers in order to ensure adequate property and liability coverages.

8.06 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about

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by the fault or negligence of either party for whose acts, omissions or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

8.07 Standards for All Insurance Policies. All insurance policies provided under this Article VIII shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the board of directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE IX

RECONSTRUCTION, REPAIR OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

9.01 Determination to Reconstruct or Repair. If all or any part of the Condominium becomes damaged or are destroyed by any cause, the damaged portion shall be repaired or reconstructed except as provided otherwise in this Section 9.01. Any decision not to repair or reconstruct shall be subject to any and all then-existing easement rights.

(a) Damage Less Than Five Percent of Replacement Cost. If the cost to repair or reconstruct the damaged portion of the Condominium is less than five percent of the replacement cost of all improvements constituting the Condominium, the damaged the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct, as may in the future be needed from time to time, up to such stated amount. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

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(b) Damage Equal To or Greater Than Five Percent of Replacement Cost; Insurance Available. If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium, and the insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are sufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization of the Association to repair or reconstruct, as may in the future be needed from time to time, up to the amount of the available insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(c) Damage Equal to or Greater Than Five Percent of Replacement Cost; Insurance Not Available. If the cost to repair or reconstruct the damaged the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium and insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are insufficient to complete such repair or reconstruction, the damaged the damaged portion of the Condominium shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction estimates, the Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the circumstances described in this Section 9.01(c) shall be deemed to be consent to subject the Condominium to an action for partition.

9.02 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged portion of the Condominium, unless (a) the Unit Owners having at least a majority of the votes approve of the variance from such plans and specifications; (b) the Board of Directors authorizes the variance; and (c) in the case of reconstruction of or repair to any of the Units, the

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Unit Owners of the damaged Units authorize the variance. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

9.03 Responsibility for Repair. In all cases after a casualty has occurred to the Condominium (except as otherwise provided in Section 9.01), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.04 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 8.01 shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Condominium. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Condominium has been completely restored or repaired as set forth in Section 9.06.

9.05 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to the Condominium shall be in proportion to each Unit Owner's Percentage Interest. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

9.06 Surplus in Construction Funds. All insurance proceeds, condemnation awards and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Condominium are referred to herein as "Construction Funds." It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.

9.07 Partition and Sale Upon Consent. If (a) following damage or destruction described in Section 9.01(c), the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, and (b) the Mortgagees of at least Fifty-one Percent (51%) of the mortgaged Units agree to an action for partition, the Association shall record with the office of the Register of Deeds for Dane County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium

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shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit.

9.08 Mortgagees' Consent Required. No approval, consent or authorization given by any Unit Owner under this Article shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against the Unit.

ARTICLE X

CONDEMNATION

10.01 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) If all of a Unit is taken, and the Association determines that it shall repair or restore the Condominium as described in Section 10.02 below, the Unit Owner of the Unit shall be allocated the entire award for the taking of the Unit, including any equipment, fixtures or improvements located therein, and for consequential damages to the Unit or the improvements located therein.

(b) If only a part of a Unit is taken, then, if the Association determines that it shall repair or restore the Unit as described in Section 10.02 below, the award for the partial taking of the Unit shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award, plus any award for equipment, fixtures or improvements located therein and for consequential damages to the Unit or the improvements located therein, shall be allocated to the Unit Owner.

(c) If part of the Common Elements are taken, then, if the Association determines that it shall repair or restore the Condominium as described in Section 10.02, below, the award for the partial taking of the Common Elements shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

(d) If the entire Condominium is taken, then any award for the taking of any Unit shall be allocated to the respective Unit Owner, and any

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award for the taking of the Common Elements shall be allocated to all Unit Owners in proportion to their Percentage Interests.

10.02 Determination to Reconstruct Condominium. Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a useable whole, the Condominium shall be restored or reconstructed.

10.03 Plans and Specifications for Condominium. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the Condominium.

10.04 Responsibility for Reconstruction. In all cases of restoration of the Condominium following a partial taking, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

10.05 Assessments for Deficiencies. If the condemnation award for the taking of the Condominium is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in accordance with each Unit Owner's respective Percentage Interest and shall constitute a Common Expense.

10.06 Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective Percentage Interests.

10.07 Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the Percentage Interests appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any improvements located within the Units except for those improvements that were part of the Unit as originally constructed. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units.

10.08 Partition and Sale Upon Consent. If (a) pursuant to Section 10.02, the Association determines that, following a taking of any part of the Condominium,

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the Condominium cannot be restored to a usable whole, then, if the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, and (b) the Mortgagees of at least Fifty-one Percent (51%) of the mortgaged Units agree to an action for partition, the Association shall record with the office of the Register of Deeds for q06 County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests.

ARTICLE XI

MORTGAGES

11.01 Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (a "Mortgagee") or any guarantor of a recorded mortgage or land contract encumbering a Unit that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive timely written notice of the following matters:

(a) The call of any meeting of the membership or the board of directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws;

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles or Bylaws or the Rules and Regulations by the Unit Owner whose Unit is subject to the mortgage or land contract;

(c) Any physical damage to the Common Elements in an amount exceeding five percent (5%) of their replacement value;

(d) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage or land contract;

(e) Any sixty (60)-day delinquency in the payment of any charges and assessments owed under Article VI above by the owner of any Unit securing the mortgage or land contract;

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(f) A lapse, cancellation, or material modification of any insurance policy maintained by the Association or land contract; and

(g) Any proposed action that requires the consent of a specified percentage of Mortgagees.

11.02 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XII of this Declaration, neither Section 11.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval. The Mortgagees of at least Fifty-one Percent (51%) of the mortgaged Units must consent to an amendment that is materially adverse to the Mortgagees' interests. If a Mortgagee does not respond within sixty (60) days after receipt of proper notice of any written proposal to amend this Declaration, such amendment shall be deemed approved by that Mortgagee, provided such notice was delivered to the Mortgagee by certified or registered mail with a "return receipt" requested.

11.03 Owners of Unmortgaged Units. Except as otherwise set forth in Section 11.02 above, whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

11.04 Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of

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amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for q06 County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

ARTICLE XIII

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. (Nothing herein shall be deemed to limit the rights of the q04 of q05 or the County of q06 to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration.) Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and in the event the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VI), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorneys' fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and secondly to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply

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with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VI.

ARTICLE XIV

GENERAL

14.01 Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its board of directors, the rights to grant to the q04 of q05 and County of q06 or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the board of directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

14.02 Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 6.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the board of directors.

14.03 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to

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the agent for service of process specified in Section 14.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

14.04 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

14.05 Declarant Access During Construction of Improvements. During any period of construction of Buildings and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping and other repairing or servicing of all or any part of the Condominium.

14.06 Agent for Service of Process. The Declarant shall be the agent for service of process in any action against the Association or brought under the Condominium Ownership Act. Service may be made upon the Declarant by serving q11 at q12; provided, however, that the board of directors of the Association may at any time by duly-adopted resolution designate a successor registered agent for service of process. The designation of such person as agent shall become effective upon the execution and filing of a statement of change of registered agent with the Department of Financial Institutions as provided in the Condominium Ownership Act and the Wisconsin Nonstock Corporation Law.

14.07 Assignment of Declarant's Rights. The rights granted to the party named as "Declarant" in this Declaration may be assigned by a written, recorded instrument to any other party who assumes such rights, and, upon the recording of any such instrument, such assignee shall become, and succeed to all rights and powers granted to, "Declarant" under this Declaration.

14.08 Conflicts. In the event a conflict exists among any provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

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14.09 Disclosure Regarding Warranties. The Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by the Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by the Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements, including the Limited Common Elements. Any implied warranty of workmanlike performance and that the Building or other Common Elements, including the Limited Common Elements, are or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, the Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07, Wis. Stats.

14.10 Disclosure Regarding Construction. The Declarant discloses that until and after the Declarant has sold all of the Units, there will be construction activity in connection with the construction of Units which may lead to noise, construction traffic, dust and other conditions incident to construction. Every Unit Owner, including the Declarant, shall use reasonable efforts to avoid and to cause its contractors to limit disruption to other Unit Owners during all periods of construction activity relating to the Unit owned by such Unit Owner.

[Execution Page Follows]

Attachment: PC Attachments (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Condominium as of the day and year set forth above.

_____

By:_____
Name:_____
Title:_____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ___ day of _____, 200__, _____, the _____ of q02, q03, who executed the foregoing instrument and acknowledged the same.

_____
Name:_____
Notary Public, State of Wisconsin
My Commission:_____

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CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by _____ _____ to the undersigned recorded in the office of the Register of Deeds of q06 County, Wisconsin on _____, as Document No. _____, in Volume ___ of Records, Page ___, does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this ___ day of _____, 200__.

_____

By:_____
Name:_____
Title:_____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 200__, the _____ of _____, who executed the foregoing instrument and acknowledged the same.

_____
Name:_____
Notary Public, State of Wisconsin
My Commission:_____

This document drafted by
and should be returned to:

q17
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, Wisconsin 53701-2018
(608) 229-2200

Attachment: PC Attachments (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N.

EXHIBIT A

LEGAL DESCRIPTION

Attachment: PC Attachments (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N.

EXHIBIT B

CONDOMINIUM PLAT

Attachment: PC Attachments (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N.

IRWIN LOFTS CONDOMINIUM NO. 2

ALL OF LOT 2 OF MAP #_____ (DOCUMENT #_____), BROWN COUNTY RECORDS, BEING ALL OF LOTS 1, 2 AND 3, PART OF LOT 4 OF BLOCK 16, OF THE PLAT OF IRWIN'S SECOND ADDITION TO DE PERE RECORDED AS VOLUME 8, PLATS, PAGE 16, AND PART OF THE VACATED RIGHT OF WAY DESCRIBED IN DOCUMENT NO. 1773910 AND DOCUMENT NO. 1775959, ALL OF BROWN COUNTY RECORDS, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

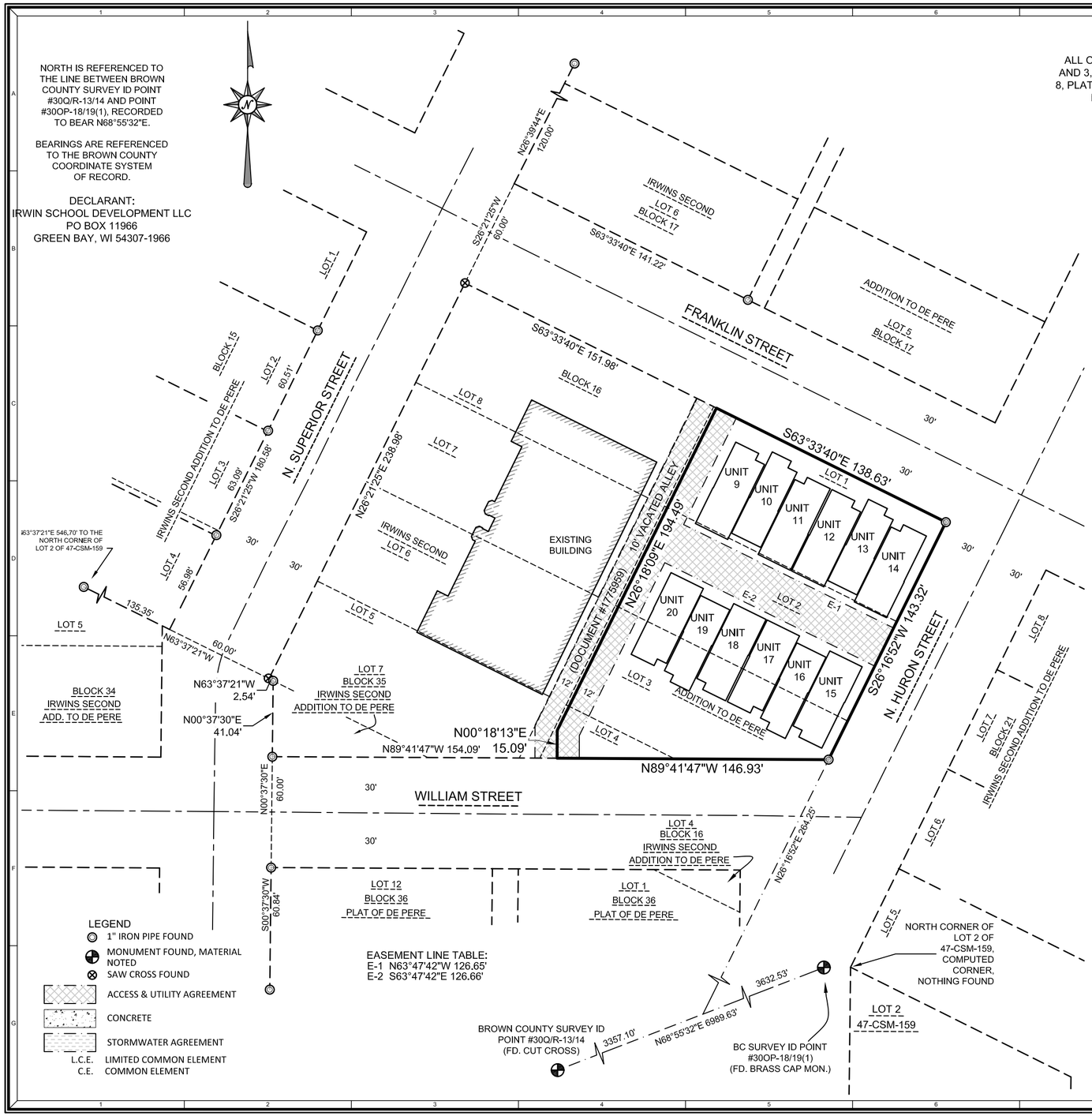
50 25 0 50 100 150

GRAPHIC SCALE

NORTH IS REFERENCED TO THE LINE BETWEEN BROWN COUNTY SURVEY ID POINT #30Q/R-13/14 AND POINT #30OP-18/19(1), RECORDED TO BEAR N68°55'32"E.

BEARINGS ARE REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM OF RECORD.

DECLARANT:
IRWIN SCHOOL DEVELOPMENT LLC
PO BOX 11966
GREEN BAY, WI 54307-1966



LEGEND
- 1" IRON PIPE FOUND
- MONUMENT FOUND, MATERIAL NOTED
- SAW CROSS FOUND
- ACCESS & UTILITY AGREEMENT
- CONCRETE
- STORMWATER AGREEMENT
- L.C.E. LIMITED COMMON ELEMENT
- C.E. COMMON ELEMENT

EASEMENT LINE TABLE:
E-1 N63°47'42"W 126.65'
E-2 S63°47'42"E 126.66'

LEGAL DESCRIPTION

ALL OF LOT 2 OF MAP #_____ (DOCUMENT #_____), BROWN COUNTY RECORDS, BEING ALL OF LOT 2 OF MAP #_____ (DOCUMENT #_____), BROWN COUNTY RECORDS, BEING ALL OF LOTS 1, 2 AND 3, PART OF LOT 4 OF BLOCK 16, OF THE PLAT OF IRWIN'S SECOND ADDITION TO DE PERE RECORDED AS VOLUME 8, PLATS, PAGE 16, AND PART OF THE VACATED RIGHT OF WAY DESCRIBED IN DOCUMENT NO. 1773910 AND DOCUMENT NO. 1775959, ALL OF BROWN COUNTY RECORDS, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

PARCEL CONTAINS 24,529 SQUARE FEET/ 0.56 ACRES, MORE OR LESS.
PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

SURVEYOR'S CERTIFICATE

I, RANDALL J. OETTINGER, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES.

THIS PLAT IS A CORRECT REPRESENTATION OF "IRWIN LOFTS CONDOMINIUM", AS PROPOSED AT THE DATE HEREON, AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

_____
RANDALL J. OETTINGER PLS-2349
FEBRUARY 26, 2019

BROWN COUNTY PLANNING COMMISSION

THERE ARE NO OBJECTIONS TO THIS CONDOMINIUM PLAT WITH RESPECT TO SEC. 703.115 WIS. STATS. AND IS HEREBY APPROVED FOR THE BROWN COUNTY PLAN COMMISSION.
DATED THIS _____ DAY OF _____, 20__.

_____
TERRY VAN HOUT
BROWN COUNTY PROPERTY LISTER

NOTES:

1) ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE THE UNITS, EXCEPT THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS (C.E.), UNLESS NOTED.

2) LIMITED COMMON ELEMENTS (L.C.E.) SUCH AS CONCRETE PADS, SIDEWALKS AND DRIVEWAYS ARE APPURTENANT TO THE ADJACENT UNIT.

RESTRICTIVE COVENANTS

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PH:920-569-5765; Fax: 920-569-5767
www.mach-iv.com

MKEVIEW LLC

IRWIN LOFTS CONDOMINIUM NO. 2

CONDOMINIUM PLAT

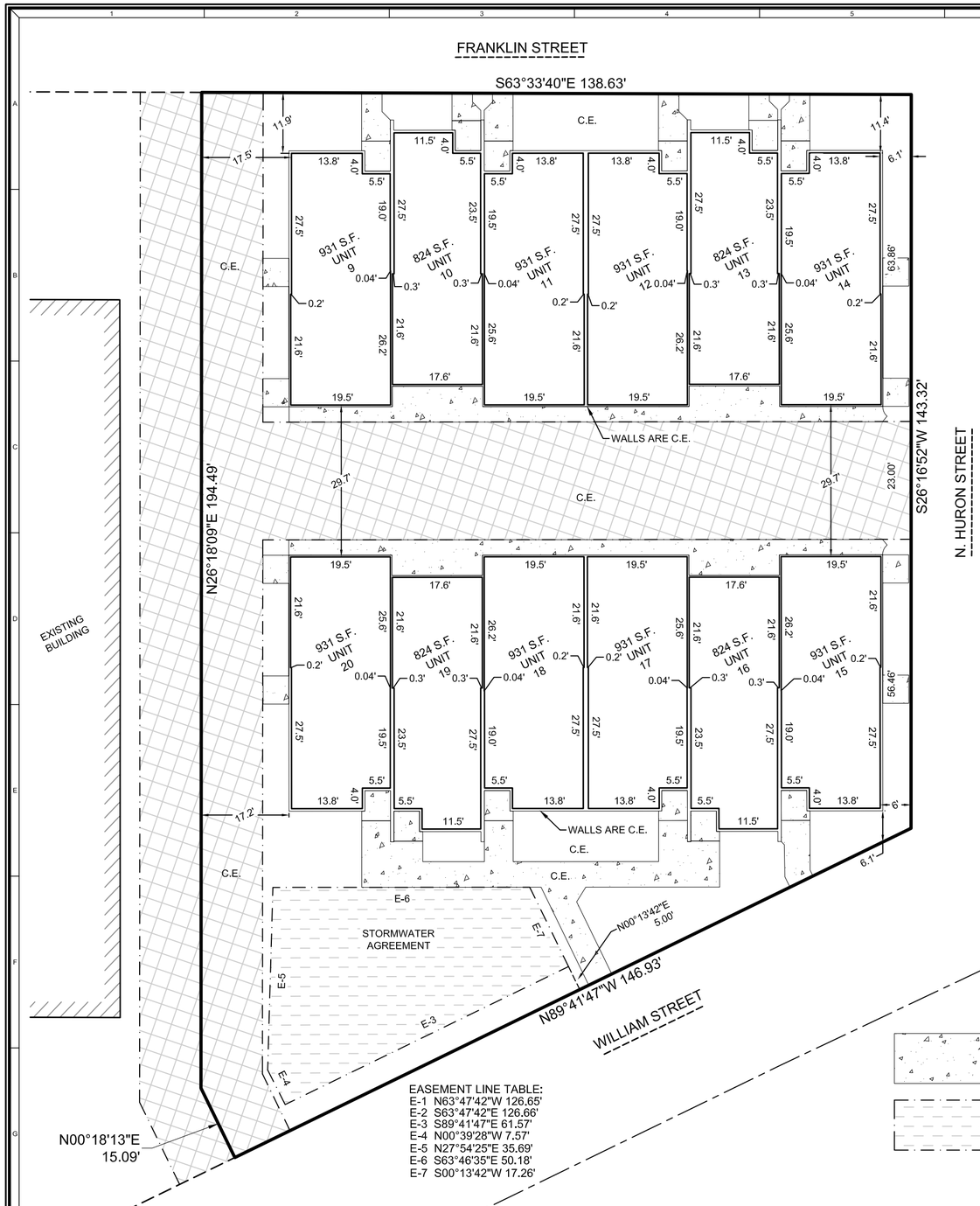
NO.	REVISION DESCRIPTION

DATE: MARCH 4, 2019
DRAFTED BY: RJO
CHECKED BY: BRW
PROJECT NO.: 1615-01-18
DRAWING NUMBER 1464
SHEET NUMBER
1 OF 2

Attachment: PC Attachments (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N. Superi)

IRWIN LOFTS CONDOMINIUM NO. 2

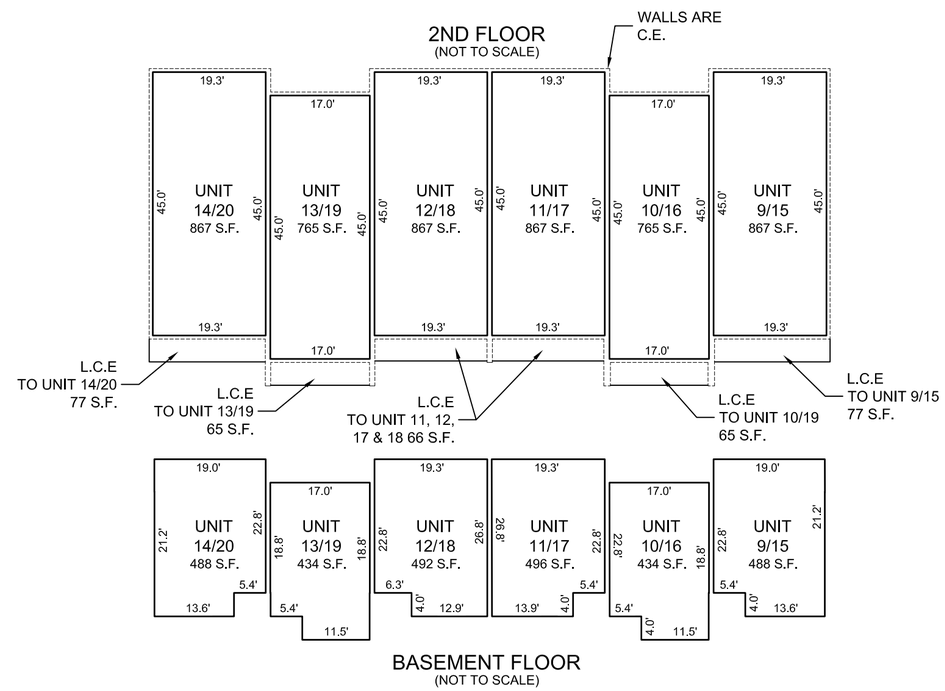
ALL OF LOT 2 OF MAP #_____ (DOCUMENT #_____), BROWN COUNTY RECORDS, BEING ALL OF LOTS 1, 2 AND 3, PART OF LOT 4 OF BLOCK 16, OF THE PLAT OF IRWIN'S SECOND ADDITION TO DE PERE RECORDED AS VOLUME 8, PLATS, PAGE 16, AND PART OF THE VACATED RIGHT OF WAY DESCRIBED IN DOCUMENT NO. 1773910 AND DOCUMENT NO. 1775959, ALL OF BROWN COUNTY RECORDS, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.



BEARINGS ARE REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM OF RECORD.

DECLARANT:
IRWIN SCHOOL DEVELOPMENT LLC
PO BOX 11966
GREEN BAY, WI 54307-1966

20 10 0 20 40 60
GRAPHIC SCALE



EASEMENT LINE TABLE:
E-1 N63°47'42"W 126.65'
E-2 S63°47'42"E 126.66'
E-3 S89°41'47"E 61.57'
E-4 N00°39'28"W 7.57'
E-5 N27°54'25"E 35.69'
E-6 S63°46'35"E 50.18'
E-7 S00°13'42"W 17.26'

CONCRETE

STORMWATER AGREEMENT

L.C.E. LIMITED COMMON ELEMENT

C.E. COMMON ELEMENT

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MKEVIEW LLC

IRWIN LOFTS CONDOMINIUM NO. 2

CONDOMINIUM PLAT

NO.	REVISION DESCRIPTION

DATE: MARCH 4, 2019
DRAFTED BY: RJO
CHECKED BY: BRW
PROJECT NO.: 1615-01-18
DRAWING NUMBER 1464
SHEET NUMBER 2 OF 2

Attachment: PC Attachments (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N. Superi)

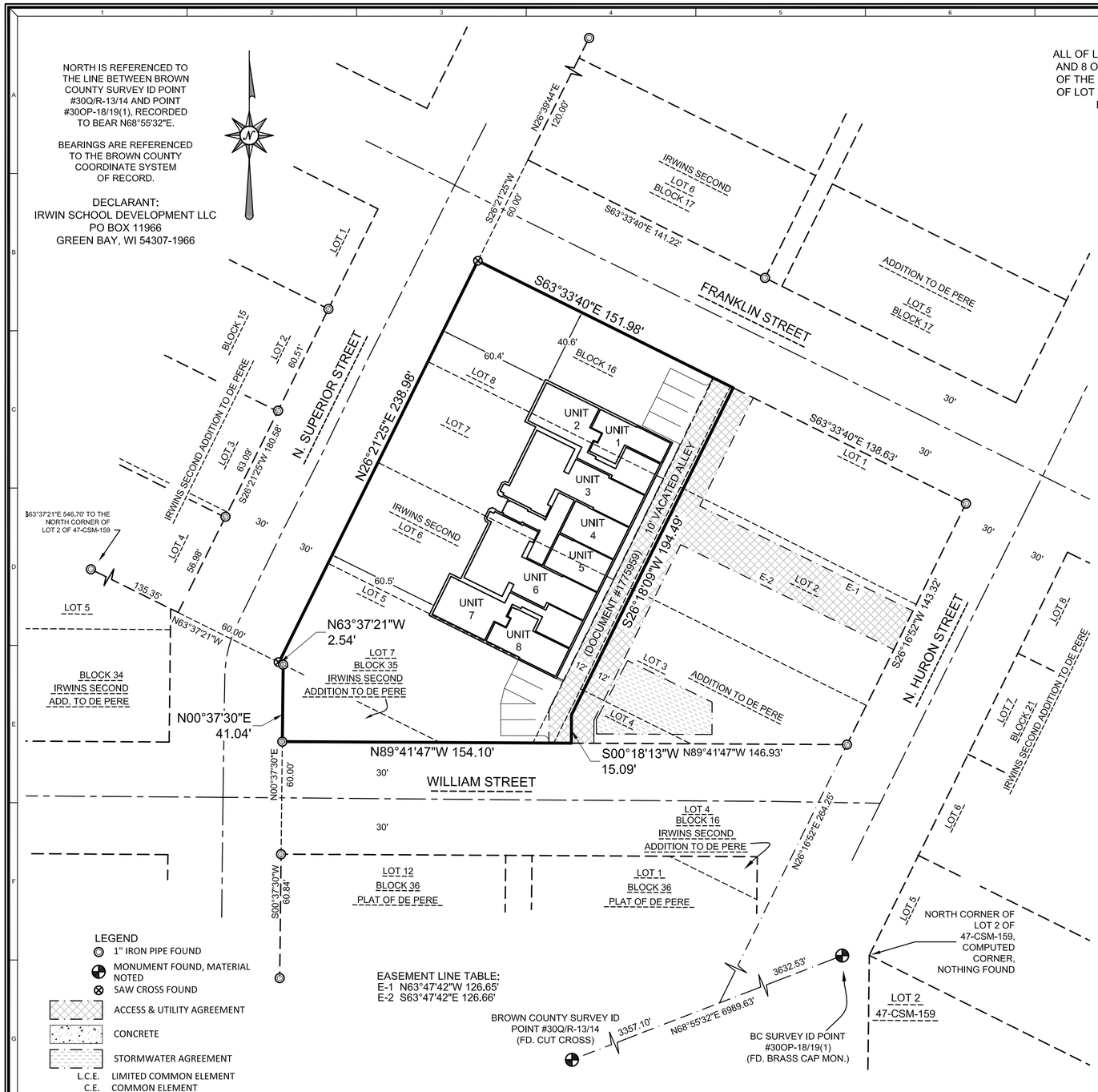
IRWIN LOFTS CONDOMINIUM NO. 1

ALL OF LOT 1 OF MAP #_____ (DOCUMENT #_____), BROWN COUNTY RECORDS, BEING ALL OF LOTS 5, 6, 7, AND 8 OF THE PLAT OF IRWIN'S SECOND ADDITION TO DE PERE RECORDED AS VOLUME 8, PLATS, PAGE 16, AND PART OF THE VACATED RIGHT OF WAY DESCRIBED IN DOCUMENT NO. 1773910 AND DOCUMENT NO. 1775959, AND ALSO ALL OF LOT 7 OF BLOCK 35 OF THE ORIGINAL PLAT OF VILLAGE (NOW CITY) OF DE PERE RECORDED AS VOLUME 1, PLATS, PAGE 23, ALL OF BROWN COUNTY RECORDS, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

NORTH IS REFERENCED TO THE LINE BETWEEN BROWN COUNTY SURVEY ID POINT #30Q/R-13/14 AND POINT #30OP-18/19(1), RECORDED TO BEAR N68°55'32"E.

BEARINGS ARE REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM OF RECORD.

DECLARANT:
IRWIN SCHOOL DEVELOPMENT LLC
PO BOX 11966
GREEN BAY, WI 54307-1966



50 25 0 50 100 150
GRAPHIC SCALE

LEGAL DESCRIPTION

ALL OF LOT 1 OF MAP #_____ (DOCUMENT #_____), BROWN COUNTY RECORDS, BEING ALL OF LOTS 5, 6, 7, AND 8 OF THE PLAT OF IRWIN'S SECOND ADDITION TO DE PERE RECORDED AS VOLUME 8, PLATS, PAGE 16, AND PART OF THE VACATED RIGHT OF WAY DESCRIBED IN DOCUMENT NO. 1773910 AND DOCUMENT NO. 1775959, AND ALSO ALL OF LOT 7 OF BLOCK 35 OF THE ORIGINAL PLAT OF VILLAGE (NOW CITY) OF DE PERE RECORDED AS VOLUME 1, PLATS, PAGE 23, ALL OF BROWN COUNTY RECORDS, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

PARCEL CONTAINS 37,341 SQUARE FEET/ 0.86 ACRES, MORE OR LESS.
PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

SURVEYOR'S CERTIFICATE

I, RANDALL J. OETTINGER, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES.

THIS PLAT IS A CORRECT REPRESENTATION OF "IRWIN LOFTS CONDOMINIUM", AS PROPOSED AT THE DATE HEREON, AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

_____
RANDALL J. OETTINGER PLS-2349
FEBRUARY 26, 2019

BROWN COUNTY PLANNING COMMISSION

THERE ARE NO OBJECTIONS TO THIS CONDOMINIUM PLAT WITH RESPECT TO SEC. 703.115 WIS. STATS. AND IS HEREBY APPROVED FOR THE BROWN COUNTY PLAN COMMISSION.
DATED THIS _____ DAY OF _____, 20__.

_____
TERRY VAN HOUT
BROWN COUNTY PROPERTY LISTER

NOTES:

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EASEMENT LINE TABLE:
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E-2 S63°47'42"E 126.66'

LEGEND
- 1" IRON PIPE FOUND
- MONUMENT FOUND, MATERIAL NOTED
- SAW CROSS FOUND
- ACCESS & UTILITY AGREEMENT
- CONCRETE
- STORMWATER AGREEMENT
- L.C.E. LIMITED COMMON ELEMENT
- C.E. COMMON ELEMENT

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MKEVIEW LLC
IRWIN LOFTS CONDOMINIUM NO. 1
CONDOMINIUM PLAT

NO.	REVISION DESCRIPTION

DATE: MARCH 4, 2019
DRAFTED BY: RJO
CHECKED BY: BRW
PROJECT NO.: 1615-01-18
DRAWING NUMBER 1463
SHEET NUMBER 1 OF 2

Attachment: PC Attachments (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N. Superi)

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BEARINGS ARE REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM OF RECORD.

30 15 0 30 60 90

GRAPHIC SCALE

DECLARANT:
IRWIN SCHOOL DEVELOPMENT LLC
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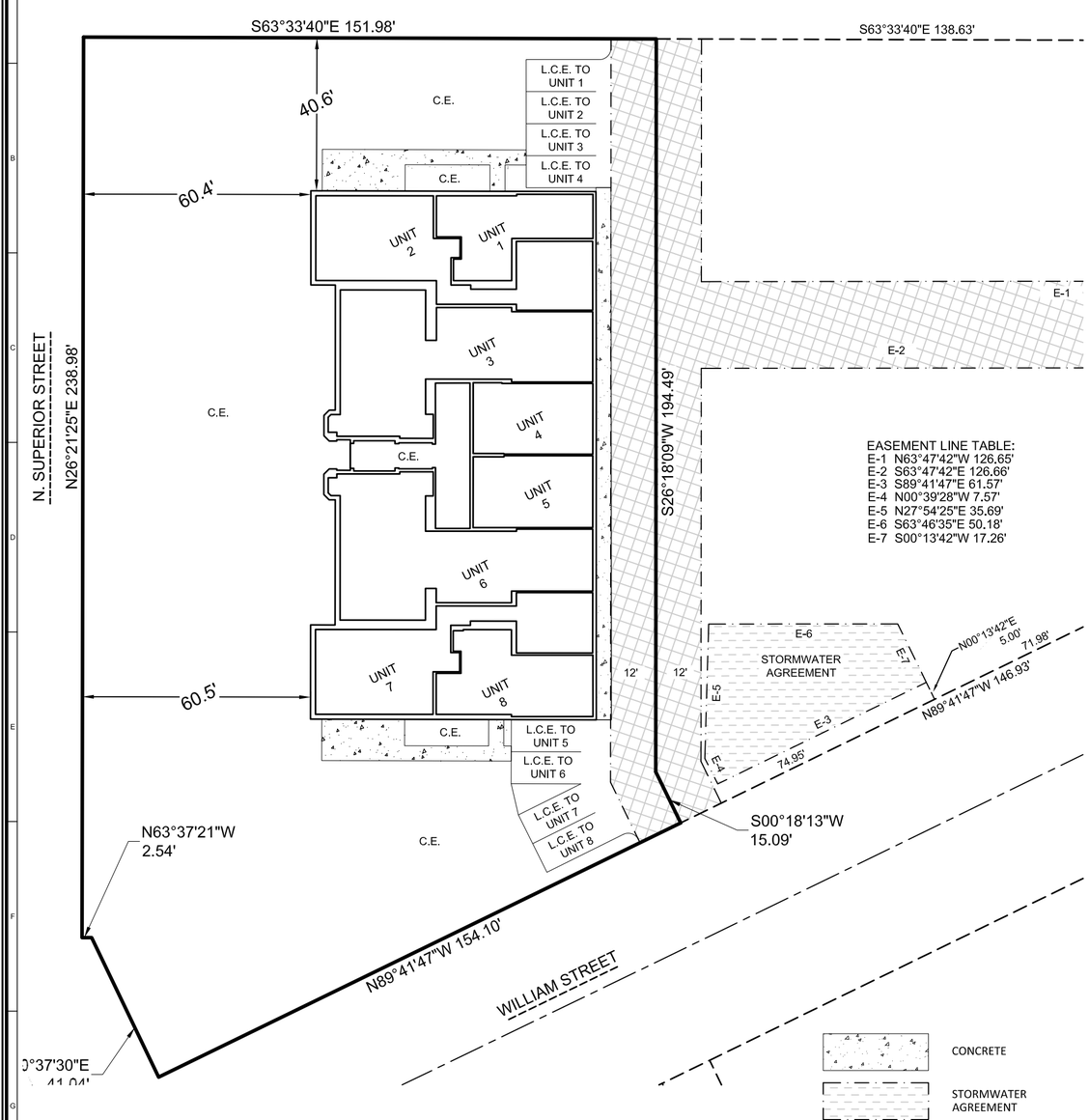
GREEN BAY, WI 54307-1966



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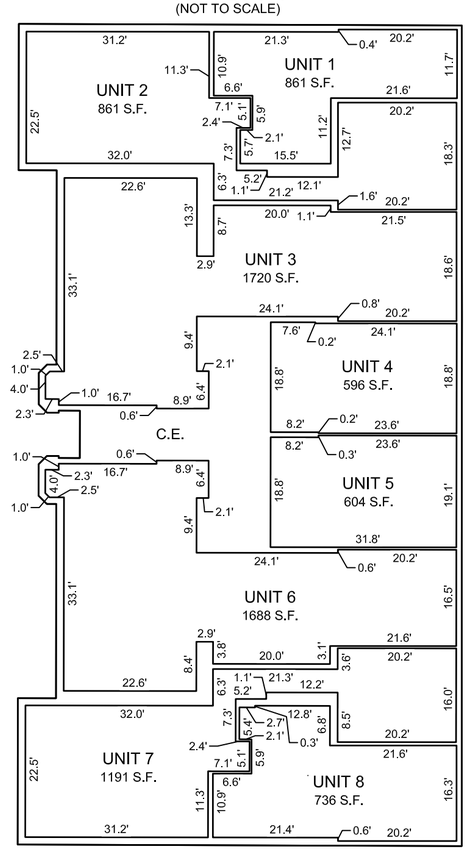
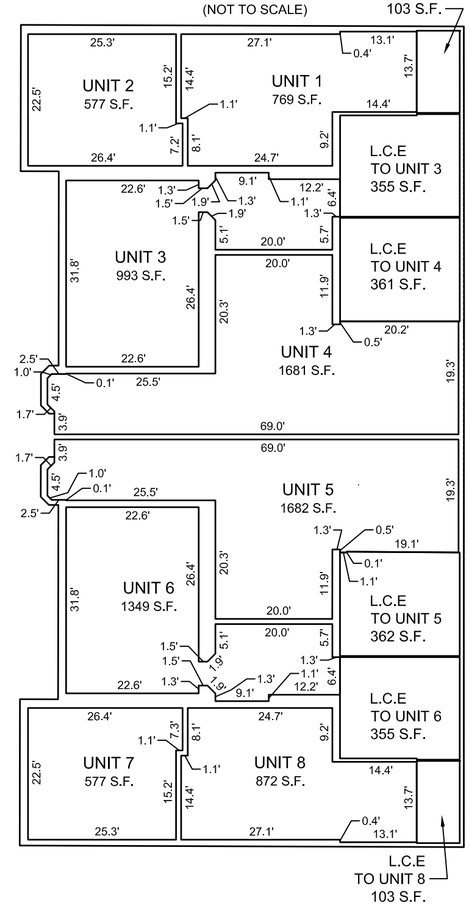
E-6 S63°46'35"E 50.18'
E-7 S00°13'42"W 17.26'

1ST FLOOR
(NOT TO SCALE)



2ND FLOOR
(NOT TO SCALE)



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PROJECT NO.: 1615-01-18
DRAWING NUMBER 1463
SHEET NUMBER
2 OF 2

Attachment: PC Attachments (8056 : Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N. Superi)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 3, 2019**
DEPARTMENT:	**Board of Public Works**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Consider Private Use of Public Streets & Alleys**

ATTACHMENTS:

- Mayor-CC Private use alley-street4-3-19 (DOCX)
- Right of Way Event Expense Estimate (DOCX)

MEMORANDUM

TO: Mayor Michael J. Walsh
Common Council Members

FROM: Judith Schmidt-Lehman, City Attorney

DATE: April 3, 2019 (meeting date)

RE: Private Use of Alley/Limited Access Right of Way

On February 11, 2019, the Board of Public Works vote 4-1 for staff to develop parameters allowing for private use of alleys/limited access rights of way and forward the same to the Council for discussion and possible action.

The Development Staff Team has developed the following parameters for the Council to consider for discussion:

PARAMETERS FOR ALLOWING TEMPORARY CLOSURE OF LIMITED ACCESS RIGHT OF WAY/ PUBLIC ALLEYS FOR PRIVATE EVENTS

A. Definitions.

1. *"Limited access rights of way" refers to property in the Main Street District dedicated as right of way which, if closed to vehicular traffic, does not require an official detour route be provided, but nonetheless requires the traveling public to locate an alternative route in arriving at a desired destination.*
2. *"Alley" means all alleys in the Main Street District and the 14' public walkway between Main Avenue and the Nicolet Square Parking Mall.*
3. *"Private use event" means:*
   - *a. An invitation only event where the public is excluded and only those with specific invitation are allowed; and*
   - *b. Events open to the public with right of entry limited to those who have previously registered for the right to enter or who have paid consideration for the right to enter.*

B. Limitations on closing alleys and limited access rights of way.

1. *Private use events shall not exceed eight (8) hours in duration, including set-up and take-down activities.*
2. *A Special Event Permit under Section 106-6 De Pere Municipal Code (DPMC) shall be required regardless of the size of the event.*
3. *The special event permit shall be in addition to all underlying permit requirements (i.e. street closure permit, special permit allowing alcohol beverages in the street etc.) as required under Section 106-6(a)(3) DPMC.*

Additionally, attached is an estimate of what expenditures by an event using one of the "limited access rights of way" downtown may look like.

Attachment: Mayor-CC Private use alley-street4-3-19 (8008 : Consider Private Use of Public Streets & Alleys)

This topic will be discussed more fully at the April 3, 2019 Council meeting. If you have any questions prior to the meeting, feel free to call me at your convenience at 339-4042.

Attachment: Mayor-CC Private use alley-street4-3-19 (8008 : Consider Private Use of Public Streets & Alleys)

Estimated Direct Economic Impact of Private Event in De Pere Alley/ROW

The below estimate was generated based on the request to hold a private wedding ceremony in the Nicolet Square Alley, a limited access right of way. While the event itself will occur for a short time within the Alley (1-2 hours plus setup time), the economic impact to surrounding businesses will extend much further.

The following chart summarizes some of the known estimated expenses planned for the proposed event.

Activity	Day	Proposed De Pere Business	Estimate Attendees	Estimate Budget Expenditure*
Rehearsal Dinner Food & Drink	Friday night	Ogan	25 ($75 each)	$1,875
Chair/Stool Rental for Ceremony	Saturday	Artless Bastard	--	$500
Photography	Saturday	Trygvie Jensen Photography	--	$700
Flowers & Decorations	Saturday	*Undetermined*	--	$1,500
City Permit Fee	Saturday	City of De Pere	100	$25-$50
Pre-Dinner Reception	Saturday Late Afternoon	Artless Bastard	100 ($40 each)	$4,000
Dinner	Saturday Evening	Stella's	100 ($75 each)	$7,500
Dessert	Saturday Evening	Stella's	100 ($15 each)	$1,500
Guest Hotel Stay	Friday & Saturday *(2 night minimum)*	*Undetermined (Kress Inn & Sleep Inn)*	--	$4,000
Guest Dining & Shopping on own	--	*Miscellaneous*	--	*Undetermined*
TOTAL ESTIMATE	**--**	**--**	**--**	**$21,000**

**Estimate Budget Expenditures do not include known expenses that will occur with businesses located outside of De Pere.*

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 3, 2019**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Recommendation from Finance Committee to Accept Walmart Donation to Police Department**

The police department has received a donation from Walmart for $1,000. The donation will be designated for training equipment.

The Finance Committee recommended approving this donation at the March 12, 2019 meeting. Please accept this donation. Thank you.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 3, 2019**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Recommendation from the Finance Committee to Accept Baycare Clinic Foundation Donation to Police Department**

Baycare Clinic Foundation has graciously offered to donate $1,100 toward the purchase of tourniquets for officers to carry. The new tourniquets will be upgrades to the current tourniquets the officers carry in that they will be easier to apply to oneself if needed. The current tourniquets will be kept as extras in response bags that are in the squads.

The Finance Committee recommended approving this donation at the March 12, 2019 meeting. Please accept this donation Thank you.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 3, 2019**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Recommendation from Finance Committee to Accept an Anonymous Donation via Ameriprise Financial to Police Department**

Ameriprise Financial, on behalf of an anonymous client, is wishing to donate $5,000 to the police department to be used for the department K-9.

The Finance Committee recommended approving this donation at the March 12, 2019 meeting. Please accept this donation.

Thank you.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 3, 2019**
DEPARTMENT:	**Health Department**
FROM:	**Deborah Armbruster**
SUBJECT:	**Ordinance #19-08 Amending § 74-1 De Pere Municipal Code Regarding Board of Health.**

This item was a staff recommendation discussed at the Board of Health meeting on 3-18-2019 resulting from the Health Department's 140 Review. The Board spoke favorably of moving this item to Council.

ATTACHMENTS:

- Ord19-08 (DOCX)
- Bd of Health Citizen Appointees Good Faith Effort 2019 (PDF)

ORDINANCE #19-08

AMENDING § 74-1 DE PERE MUNICIPAL CODE REGARDING BOARD OF HEALTH

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

SECTION 1. Section 74-1(b), *Appointments*, is hereby amended by adding the following as a new third sentence:

> In appointing the citizen members, a good faith effort shall be made to appoint a registered nurse and a physician.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of April, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, Deputy City Clerk

Ayes:_____
Nays:_____
Committee Approval: 03/18/19
Publication Date: _____

Attachment: Ord19-08 (8055 : Ordinance #19-08 Amending § 74-1 De Pere Municipal Code Regarding Board of Health.)

- **Sec. 74-1. - Board of health.**
  -

(a) *Membership.* The board of health of the city shall consist of five members who shall be appointed as herein provided.

(b) *Appointments.* At the annual organization meeting of the council, the mayor shall appoint two members of the common council to the board of health who shall serve during the ensuing year. The mayor shall also appoint, subject to confirmation by the common council, three citizen members who shall serve three-year terms of office. In appointing the citizen members, a good faith effort shall be made to appoint a registered nurse and a physician. The appointment shall be made at a regular meeting of the common council in the month of April.

(c) *Officers.* A member of the board shall be chosen as president. His or her term and duties shall be fixed by the board. A member of the board shall be selected as vice-president to act in the absence or disability of the president.

(d) *Meetings.* The board shall meet at the call of its president or the health officer or any two members of the board upon notification to the city clerk-treasurer, who shall notify all members if present in the city upon a minimum of six hours' notice. A call by telephone to the residence or place of business of a member shall be considered sufficient notice.

(e) *Powers and duties.* The board shall act as a policy forming body, making such rules and regulations for the preservation of public health as they deem necessary. All public health regulations passed by the board shall be approved by the council and shall not become effective until published at least once in the official newspaper of the city. The board may delegate any of its powers to the health officer, and he or she shall have all powers and duties provided for local health officers and health officers by state statutes.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 3, 2019**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Carey Danen**
SUBJECT:	**Voucher Approval.**

ATTACHMENTS:

- 4-3-19 VOUCHERS (PDF)

3/27/2019 10:45 AM A / P CHECK REGISTER PAGE: 1

PACKET: 06068 APR 2019 COUNCIL - 1 4-3-19

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6802	ADVANCED DISPOSAL							
	I-201903269207	ADVANCED DISPOSAL	R	3/31/2019		287.85CR	088289	287.85
0302	AIRGAS USA LLC							
	I-9086262455	AIRGAS USA LLC	R	3/31/2019		303.46CR	088290	
	I-9959781748	AIRGAS USA LLC	R	3/31/2019		447.21CR	088290	750.67
5323	ALLIED 100 LLC							
	I-1026661	ALLIED 100 LLC	R	3/31/2019		4,864.00CR	088291	4,864.00
1	ARENDT, VIRGINIA							
	I-201903269208	MAILBOX	R	3/31/2019		79.48CR	088292	79.48
5604	AURORA BAYCARE MED CTR LLC							
	I-KY274	AURORA BAYCARE MED CTR LLC	R	3/31/2019		2,640.87CR	088293	
	I-KY280	AURORA BAYCARE MED CTR LLC	R	3/31/2019		225.36CR	088293	
	I-KY281	AURORA BAYCARE MED CTR LLC	R	3/31/2019		564.02CR	088293	
	I-KY282	AURORA BAYCARE MED CTR LLC	R	3/31/2019		1,208.00CR	088293	4,638.25
7685	AXON ENTERPRISE INC							
	I-SI-1578370	AXON ENTERPRISE INC	R	3/31/2019		25,092.00CR	088294	25,092.00
1698	B A T I							
	I-5086	B A T I	R	3/31/2019		6,000.00CR	088295	
	I-5087	B A T I	R	3/31/2019		396.00CR	088295	6,396.00
5497	BADGER MAILING & SHIPPING SYSTEMS INC							
	I-114347	BADGER MAILING & SHIPPING SYST	R	3/31/2019		185.94CR	088296	185.94
0020	BADGERLAND PRINTING INC							
	I-33050	BADGERLAND PRINTING INC	R	3/31/2019		102.00CR	088297	
	I-33057	BADGERLAND PRINTING INC	R	3/31/2019		35.28CR	088297	137.28
7899	BADGERLAND PRINTING USA INC							
	I-54447	BADGERLAND PRINTING USA INC	R	3/31/2019		267.27CR	088298	267.27
7497	BAGSPOT PET WASTE SOLUTIONS							
	I-4155	BAGSPOT PET WASTE SOLUTIONS	R	3/31/2019		372.62CR	088299	372.62
0023	BATTERIES PLUS LLC							
	I-P12485599	BATTERIES PLUS LLC	R	3/31/2019		6.50CR	088300	6.50

Attachment: 4-3-19 VOUCHERS (8070 : Voucher Approval.)

PACKET: 06068 APR 2019 COUNCIL - 1 4-3-19

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7901	BAY AREA OFFICE INSTALLATIONS LLC							
	I-2967	BAY AREA OFFICE INSTALLATIONS	R	3/31/2019		375.00CR	088301	375.00
0027	BAY TOWEL INC							
	I-2807123	BAY TOWEL INC	R	3/31/2019		110.37CR	088302	
	I-2814085	BAY TOWEL INC	R	3/31/2019		93.72CR	088302	204.09
0038	BROADWAY AUTOMOTIVE INC							
	I-447256P	BROADWAY AUTOMOTIVE INC	R	3/31/2019		19.48CR	088303	
	I-447526P	BROADWAY AUTOMOTIVE INC	R	3/31/2019		124.02CR	088303	
	I-940455	BROADWAY AUTOMOTIVE INC	R	3/31/2019		787.04CR	088303	930.54
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-39667	BROWN COUNTY PORT SOLID WASTE	R	3/31/2019		18,015.98CR	088304	18,015.98
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201903269209	BROWN COUNTY REGISTER OF DEEDS	R	3/31/2019		180.00CR	088305	180.00
2984	BROWN COUNTY TREASURER							
	I-2019-00000002	BROWN COUNTY TREASURER	R	3/31/2019		3,429.99CR	088306	3,429.99
1784	CARLSON DETTMANN CONSULTING							
	I-133574	CARLSON DETTMANN CONSULTING	R	3/31/2019		250.00CR	088307	250.00
0536	CDW GOVERNMENT INC							
	C-RFD9110	CDW GOVERNMENT INC	R	3/31/2019		54.64	088308	
	I-RDV3439	CDW GOVERNMENT INC	R	3/31/2019		14,282.76CR	088308	
	I-RFF5125	CDW GOVERNMENT INC	R	3/31/2019		1,821.52CR	088308	
	I-RFG1889	CDW GOVERNMENT INC	R	3/31/2019		3,643.04CR	088308	
	I-RFL9703	CDW GOVERNMENT INC	R	3/31/2019		44.18CR	088308	
	I-RJN5886	CDW GOVERNMENT INC	R	3/31/2019		26.87CR	088308	
	I-RJV6990	CDW GOVERNMENT INC	R	3/31/2019		221.51CR	088308	
	I-RKH4889	CDW GOVERNMENT INC	R	3/31/2019		633.40CR	088308	
	I-RKH8914	CDW GOVERNMENT INC	R	3/31/2019		409.74CR	088308	
	I-RKR7023	CDW GOVERNMENT INC	R	3/31/2019		113.24CR	088308	
	I-RLC1354	CDW GOVERNMENT INC	R	3/31/2019		1,322.77CR	088308	22,464.39
0217	COUNTRY VISIONS COOPERATIVE							
	I-201903269210	COUNTRY VISIONS COOPERATIVE	R	3/31/2019		18.97CR	088309	18.97
7546	JASON CUMMINGS							
	I-201903269211	JASON CUMMINGS	R	3/31/2019		47.46CR	088310	47.46

Attachment: 4-3-19 VOUCHERS (8070 : Voucher Approval.)

PACKET: 06068 APR 2019 COUNCIL - 1 4-3-19

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6700	DARLEY CO							
	I-17353221	DARLEY CO	R	3/31/2019		5,283.60CR	088311	
	I-17353221-1	DARLEY CO	R	3/31/2019		6,348.35CR	088311	11,631.95
3332	DE PERE AUTO CENTER INC							
	I-113832	DE PERE AUTO CENTER INC	R	3/31/2019		2,182.95CR	088312	2,182.95
0069	DE PERE GREENHOUSE INC							
	I-31160	DE PERE GREENHOUSE INC	R	3/31/2019		464.50CR	088313	464.50
0998	DE PERE RAPIDES YOUTH SOCCOR CLUB							
	I-201903269212	DE PERE RAPIDES YOUTH SOCCOR C	R	3/31/2019		50.00CR	088314	50.00
0917	RICK W DE WEERT							
	I-201903269213	RICK W DE WEERT	R	3/31/2019		41.99CR	088315	41.99
0075	DIGGERS HOTLINE INC							
	I-190 1 36401	DIGGERS HOTLINE INC	R	3/31/2019		51.75CR	088316	
	I-190 1 36401B	DIGGERS HOTLINE INC	R	3/31/2019		182.92CR	088316	234.67
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-2056501	EMERGENCY MEDICAL PRODUCTS INC	R	3/31/2019		345.19CR	088317	345.19
4771	EWALD CHEVROLET BUICK							
	I-201903269214	EWALD CHEVROLET BUICK	R	3/31/2019		30,620.50CR	088318	30,620.50
7422	EXCEL UNDERGROUND LLC							
	I-6755	EXCEL UNDERGROUND LLC	R	3/31/2019		2,192.80CR	088319	2,192.80
7451	FACILITIES MANAGEMENT EXPRESS LLC							
	I-201903269215	FACILITIES MANAGEMENT EXPRESS	R	3/31/2019		3,150.00CR	088320	3,150.00
0200	FIRST SUPPLY LLC							
	I-11558694-00	FIRST SUPPLY LLC	R	3/31/2019		631.16CR	088321	631.16
0105	FOX SPECIALITY COMPANY							
	I-404031	FOX SPECIALITY COMPANY	R	3/31/2019		22.14CR	088322	22.14
7767	FREEDOM OVERHEAD DOORS							
	I-34323	FREEDOM OVERHEAD DOORS	R	3/31/2019		187.50CR	088323	187.50
3655	FUN EXPRESS LLC							
	I-695167133-01	FUN EXPRESS LLC	R	3/31/2019		309.27CR	088324	309.27

Attachment: 4-3-19 VOUCHERS (8070 : Voucher Approval.)

PACKET: 06068 APR 2019 COUNCIL - 1 4-3-19

VENDOR SET: 01 **** CHECK LISTING ****

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0562	GALLS LLC							
	I-11875534	GALLS LLC	R	3/31/2019		78.00CR	088325	
	I-11889897	GALLS LLC	R	3/31/2019		176.30CR	088325	
	I-11922048	GALLS LLC	R	3/31/2019		195.00CR	088325	
	I-11923821	GALLS LLC	R	3/31/2019		46.00CR	088325	
	I-12069591	GALLS LLC	R	3/31/2019		124.00CR	088325	619.30
6923	GORDON FLESCH COMPANY INC.							
	I-IN12542030	GORDON FLESCH COMPANY INC.	R	3/31/2019		147.75CR	088326	147.75
0116	GRAINGER INC							
	I-9114021737	GRAINGER INC	R	3/31/2019		21.95CR	088327	21.95
4902	HALRON LUBRICANTS INC							
	C-1058367-00	HALRON LUBRICANTS INC	R	3/31/2019		20.00	088328	
	I-1057958-00	HALRON LUBRICANTS INC	R	3/31/2019		496.47CR	088328	
	I-1058283-00	HALRON LUBRICANTS INC	R	3/31/2019		48.60CR	088328	525.07
6515	HJ MARTIN AND SON INC							
	I-HJ255599	HJ MARTIN AND SON INC	R	3/31/2019		350.00CR	088329	350.00
5484	HYDROCORP INC							
	I-51628-IN	HYDROCORP INC	R	3/31/2019		1,185.00CR	088330	1,185.00
1399	INDOFF INC							
	C-3220449	INDOFF INC	R	3/31/2019		29.30	088331	
	I-3216127	INDOFF INC	R	3/31/2019		69.75CR	088331	
	I-3219585	INDOFF INC	R	3/31/2019		251.96CR	088331	
	I-3221072	INDOFF INC	R	3/31/2019		33.43CR	088331	
	I-3221244	INDOFF INC	R	3/31/2019		47.44CR	088331	
	I-3221507	INDOFF INC	R	3/31/2019		17.99CR	088331	
	I-3221716	INDOFF INC	R	3/31/2019		66.99CR	088331	
	I-3222104	INDOFF INC	R	3/31/2019		56.99CR	088331	
	I-3222417	INDOFF INC	R	3/31/2019		21.46CR	088331	
	I-3222431	INDOFF INC	R	3/31/2019		14.43CR	088331	
	I-3223893	INDOFF INC	R	3/31/2019		282.41CR	088331	833.55
0567	INDUSTRIAL MARKETING CORP							
	I-42566	INDUSTRIAL MARKETING CORP	R	3/31/2019		373.03CR	088332	373.03
0362	JOHNSON CONTROLS FIRE PROTECTION LP							
	I-41251375	JOHNSON CONTROLS FIRE PROTECTI	R	3/31/2019		759.83CR	088333	759.83

Attachment: 4-3-19 VOUCHERS (8070 : Voucher Approval.)

PACKET: 06068 APR 2019 COUNCIL - 1 4-3-19

VENDOR SET: 01 **** CHECK LISTING ****

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1276	JX ENTERPRISES INC							
	I-1473981P	JX ENTERPRISES INC	R	3/31/2019		109.99CR	088334	
	I-1474344P	JX ENTERPRISES INC	R	3/31/2019		4.28CR	088334	
	I-1474703P	JX ENTERPRISES INC	R	3/31/2019		333.94CR	088334	
	I-1474806P	JX ENTERPRISES INC	R	3/31/2019		10.56CR	088334	458.77
4584	KRUCZEK CONST INC							
	I-18-14 (4)	KRUCZEK CONST INC	R	3/31/2019		172,135.39CR	088335	172,135.39
2044	LIGHTHOUSE TITLE - GREEN BAY TITLE							
	I-WGB19-03260982	LIGHTHOUSE TITLE - GREEN BAY T	R	3/31/2019		60.00CR	088336	60.00
1957	M B COMPANIES INC OF WISCONSIN							
	I-235722	M B COMPANIES INC OF WISCONSIN	R	3/31/2019		591.81CR	088337	591.81
0173	MENARDS INC							
	C-44972	MENARDS INC	R	3/31/2019		64.99	088338	
	I-44382	MENARDS INC	R	3/31/2019		36.39CR	088338	
	I-44385	MENARDS INC	R	3/31/2019		102.39CR	088338	
	I-44483	MENARDS INC	R	3/31/2019		5.53CR	088338	
	I-44502	MENARDS INC	R	3/31/2019		12.40CR	088338	
	I-44821	MENARDS INC	R	3/31/2019		157.94CR	088338	
	I-44838	MENARDS INC	R	3/31/2019		42.43CR	088338	
	I-44848	MENARDS INC	R	3/31/2019		278.37CR	088338	
	I-44960	MENARDS INC	R	3/31/2019		129.98CR	088338	
	I-45006	MENARDS INC	R	3/31/2019		30.96CR	088338	
	I-45227	MENARDS INC	R	3/31/2019		46.64CR	088338	
	I-70602	MENARDS INC	R	3/31/2019		105.29CR	088338	883.33
4946	MERRILL EQUIPMENT CO							
	I-52065	MERRILL EQUIPMENT CO	R	3/31/2019		173.55CR	088339	
	I-52083	MERRILL EQUIPMENT CO	R	3/31/2019		163.48CR	088339	337.03
0531	NORTHEAST AUTO PARTS INC							
	I-337921	NORTHEAST AUTO PARTS INC	R	3/31/2019		227.81CR	088340	
	I-337960	NORTHEAST AUTO PARTS INC	R	3/31/2019		12.30CR	088340	
	I-337961	NORTHEAST AUTO PARTS INC	R	3/31/2019		21.99CR	088340	
	I-337975	NORTHEAST AUTO PARTS INC	R	3/31/2019		30.91CR	088340	
	I-337979	NORTHEAST AUTO PARTS INC	R	3/31/2019		95.30CR	088340	
	I-337993	NORTHEAST AUTO PARTS INC	R	3/31/2019		47.71CR	088340	
	I-338013	NORTHEAST AUTO PARTS INC	R	3/31/2019		10.98CR	088340	
	I-338016	NORTHEAST AUTO PARTS INC	R	3/31/2019		25.49CR	088340	
	I-338022	NORTHEAST AUTO PARTS INC	R	3/31/2019		68.98CR	088340	541.47

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5433	NORTHEAST WI TECH COLLEGE							
	I-CS33026	NORTHEAST WI TECH COLLEGE	R	3/31/2019		1,210.00CR	088341	1,210.00
3250	NORTHERN LAKE SERVICE							
	I-351622	NORTHERN LAKE SERVICE	R	3/31/2019		88.00CR	088342	
	I-351660	NORTHERN LAKE SERVICE	R	3/31/2019		72.00CR	088342	160.00
0197	PACKER CITY INTERNATIONAL INC							
	I-430775	PACKER CITY INTERNATIONAL INC	R	3/31/2019		422.57CR	088343	
	I-X101099890:01	PACKER CITY INTERNATIONAL INC	R	3/31/2019		42.95CR	088343	465.52
0584	PATRICK ZELZER AND ASSOCIATES							
	I-ZEL-2019000705	PATRICK ZELZER AND ASSOCIATES	R	3/31/2019		50.00CR	088344	50.00
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-81243	PM SUPPLY - WRIGHT INDUSTRIAL	R	3/31/2019		309.90CR	088345	
	I-81268	PM SUPPLY - WRIGHT INDUSTRIAL	R	3/31/2019		25.53CR	088345	
	I-81276	PM SUPPLY - WRIGHT INDUSTRIAL	R	3/31/2019		22.10CR	088345	
	I-81335	PM SUPPLY - WRIGHT INDUSTRIAL	R	3/31/2019		45.25CR	088345	402.78
0208	POMP'S TIRE SERVICE INC							
	I-90055099	POMP'S TIRE SERVICE INC	R	3/31/2019		85.00CR	088346	85.00
0395	PRO ONE JANITORIAL INC							
	I-144287	PRO ONE JANITORIAL INC	R	3/31/2019		1,125.00CR	088347	1,125.00
0220	QUILL CORP							
	I-5832339	QUILL CORP	R	3/31/2019		254.52CR	088348	254.52
5402	R & R INDUSTRIES INC							
	I-556369	R & R INDUSTRIES INC	R	3/31/2019		494.15CR	088349	494.15
7584	R LEWIS TECHNOLOGIES INC							
	I-9047	R LEWIS TECHNOLOGIES INC	R	3/31/2019		68.75CR	088350	68.75
0227	REINDERS INC							
	I-1773921-01	REINDERS INC	R	3/31/2019		74.50CR	088351	74.50
0228	RENT A FLASH OF WISCONSIN INC							
	I-65529	RENT A FLASH OF WISCONSIN INC	R	3/31/2019		1,080.00CR	088352	1,080.00
3544	LUKE RIEDI							
	I-201903269216	LUKE RIEDI	R	3/31/2019		84.98CR	088353	84.98

Attachment: 4-3-19 VOUCHERS (8070 : Voucher Approval.)

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VENDOR SET: 01 **** CHECK LISTING ****
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0501	SAINT MARY'S HOSPITAL							
	I-22623	SAINT MARY'S HOSPITAL	R	3/31/2019		4.68CR	088354	4.68
0235	SAINT VINCENT HOSPITAL							
	I-49291	SAINT VINCENT HOSPITAL	R	3/31/2019		30.83CR	088355	30.83
7088	NEAL SCHWEINER							
	I-201903269217	NEAL SCHWEINER	R	3/31/2019		39.86CR	088356	39.86
3234	SHERWIN WILLIAMS							
	I-2026-5	SHERWIN WILLIAMS	R	3/31/2019		66.00CR	088357	66.00
7179	SKIPPER'S CHOICE MARINE SUPPLY LLC							
	I-986	SKIPPER'S CHOICE MARINE SUPPLY	R	3/31/2019		16.83CR	088358	16.83
7645	SPARC INC							
	I-CDP.102.3	SPARC INC	R	3/31/2019		450.00CR	088359	450.00
7503	STANGEL INC							
	I-6367	STANGEL INC	R	3/31/2019		525.00CR	088360	525.00
0999	STAPLES ADVANTAGE							
	I-3406151170	STAPLES ADVANTAGE	R	3/31/2019		108.01CR	088361	108.01
4094	STATE BAR OF WISCONSIN							
	I-5058311	STATE BAR OF WISCONSIN	R	3/31/2019		214.94CR	088362	214.94
0267	TRAFFIC & PARKING CONTROL INC							
	I-I618347	TRAFFIC & PARKING CONTROL INC	R	3/31/2019		160.23CR	088363	160.23
0268	TRUCK EQUIPMENT INC							
	I-838467-00	TRUCK EQUIPMENT INC	R	3/31/2019		253.62CR	088364	253.62
0417	TWEET GAROT MECHANICAL INC							
	I-71398	TWEET GAROT MECHANICAL INC	R	3/31/2019		446.93CR	088365	
	I-72293	TWEET GAROT MECHANICAL INC	R	3/31/2019		409.00CR	088365	855.93
5663	TYLER TECHNOLOGIES INC							
	I-045-253819	TYLER TECHNOLOGIES INC	R	3/31/2019		5,937.00CR	088366	
	I-045-254310	TYLER TECHNOLOGIES INC	R	3/31/2019		400.00CR	088366	6,337.00
3858	ULINE							
	I-106436588	ULINE	R	3/31/2019		609.97CR	088367	609.97

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0272	UNIFORM SHOPPE INC							
	I-285742	UNIFORM SHOPPE INC	R	3/31/2019		159.95CR	088368	159.95
3709	WEST DE PERE HIGH SCHOOL							
	I-201903269218	WEST DE PERE HIGH SCHOOL	R	3/31/2019		213.90CR	088369	213.90
1952	WI DEPT OF REVENUE							
	I-201903269219	WI DEPT OF REVENUE	R	3/31/2019		10,464.69CR	088370	10,464.69
7748	WI DSPS-INDUSTRY SERV INV							
	I-494558	WI DSPS-INDUSTRY SERV INV	R	3/31/2019		50.00CR	088371	50.00
1	WI TOWNS ASSOC							
	I-201903269220	CLASSIFIEDS	R	3/31/2019		30.00CR	088372	30.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	84	0.00	347,028.82	347,028.82
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	84	0.00	347,028.82	347,028.82

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	3/2019	164,015.74CR
201	3/2019	2,340.97CR
208	3/2019	134.71CR
285	3/2019	60.00CR
405	3/2019	172,602.02CR
601	3/2019	4,897.79CR
650	3/2019	2,977.59CR
ALL		347,028.82CR

Attachment: 4-3-19 VOUCHERS (8070 : Voucher Approval.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 3, 2019**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Carey Danen**
SUBJECT:	**Operator License Applications.**

ATTACHMENTS:

- 4-3-19 (PDF)

CITY OF DE PERE
License Committee - April 3, 2019

Previously Tabled Operator License Applications	
1	EHLINGER, JON P.
2	PHILLIPS, JENNIFER L.

Temporary Operator License Applications	
1	KASTER, LEAH M.
2	ROHM, DAWN M.
3	VAN DE KREEKE, DANIEL J.
4	VAN DE KREEKE, SUSAN M.

New Operator License Applications	
1	ACKERMANN, MARIAH E.
2	BARR, RYAN R.
3	BRUSS, TAYLOR M.
4	CONRAD, CHRISTOPHER J.
5	COVARRUBIAS, TAYLOR R.
6	DUVALL, TYLER A.
7	GWINN, MIKALA E.
8	HALAMA, DARLENE A.
9	SONNENBERG, DUSTIN T.
10	WILLARD, VINCENT M.
11	YANG, ANDREA X.