Common Council

Regular Meeting

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

Agenda

Tuesday, March 16, 2021 | **7:30 PM** | **GoToMeeting**

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 **March 16, 2021** at **7:30 PM.**

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

Please join my meeting from your computer, tablet or smartphone.
https://www.gotomeet.me/DePere

You can also dial in using your phone.
United States (Toll Free): 1 866 899 4679
United States: +1 (312) 757-3117

Access Code: 154-883-285

THIS MEETING WILL NOT BE HELD IN PERSON.

This meeting may also be rebroadcast on TV throughout the week and available on demand at http://deperecitywi.iqm2.com/.

I. Call to Order

1. Roll Call
2. Approval of the Minutes of the March 2, 2021 Common Council Meeting.
3. COVID-19 update from the Health Department.
4. Proclamation in Appreciation and Gratitude to the De Pere Area Men's Club for Continued Service during the COVID-19 Pandemic.
5. Recommendation from Finance/Personnel Committee to approve Health Plan Budget Adjustments (Three Premium Holiday Months)
6. Recommendation from the Board of Public Works to Approve Definitely De Pere's Request to Use $10,000 from the Stadium Tax Street Scape Allocation for Replacing Downtown Summer Light Pole Banners
7. Recommendation from the Board of Public Works to Approve Definitely De Pere's Request for to Use $25,000 from the Street-Scape Stadium Tax Allocation for a 2021 Sculpture Walk Project
8. Recommendation from Board of Public Works to award Contract 21-03 Sewer Lining to Michels Pipe Services in the amount of $422,301.00
9. Recommendation from the Board of Public Works to award Contract 21-15 Sewer Televising to Green Bay Pipe & TV, LLC in the amount of $40,634.94
10. Recommendation from the Board of Public Works to award Contract 21-20 Commerce Drive Concrete Paving to Sommers Construction Company, Inc in the amount of $93,947.50

11. Recommendation from the License Committee regarding the application for Class "A" Fermented Malt Beverage License and "Class A" Intoxicating Liquor License for Saeva Johnson Liquor, LLC (DBA The Wine Cellar), 813 Main Ave. Submitted by Saeva Johnson Liquor, LLC; Agent Patrick Johnson, Green Bay, WI.
12. Resolution #21-30 Authorizing First Amendment to Tower Lease Agreement with New Cingular Wireless PCS, LLC (Merrill Water Tower).
13. Resolution #21-31 Approving Annual Report Under Municipal Separate Storm Sewer System (MS4) Permit and its Submission to the Wisconsin Department of Natural Resources (DNR).
14. Resolution #21-32 Authorizing Agreement for Contractor Services Between the City of De Pere and Cummins Inc. (Backup Generator Preventative Maintenance).
15. Resolution #21-33 Ratifying State Department of Health Grant Agreement and Grant Modification Agreements.
16. Resolution #21-34 Establishing the District Boundaries of and Approving the Project Plan for Tax Incremental Financing District No. 17, City of De Pere, Wisconsin.
17. Resolution #21-35 Authorizing Agreement Regarding the Sale/Purchase, Right of First Refusal and Repurchase of Certain Property Between the City of De Pere and Green Bay Packaging, Inc.
18. Resolution #21-36 Authorizing an Amendment to the 2016 Agreement Regarding the Sale/Purchase and Right of First Refusal of Certain Property Between the City of De Pere and Green Bay Packaging, Inc.
19. Resolution #21-37 Authorizing Third Amendment to the Development Agreement Between the City of De Pere and Irwin School Development (428 North Superior Street; Parcel ED-477).
20. Resolution #21-38 Terminating the Declaration of a Public Health Emergency in the City of De Pere (Request of Ald. Raasch).
21. Proposed revisions to the City's Facilities Reopening Plan (requested by Mayor Boyd and Alderperson Raasch).
22. Consideration and Possible Action on Bond Security Requirement for Official City Newspaper Bids
23. Discussion and Possible Action Concerning Resumption of including Announcement and/or Public Comment Items on Council Agendas.
24. Voucher approval.
25. Future agenda items.
26. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Patrick Johnson
Michael Obermann, Cummins
Tina Quigley, Definitely De Pere
Michels Pipe Services
Green Bay Pipe & TV
Sommers Construction Company, Inc.
AT&T
Adam Winters
Anuj Rastogi

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 16, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Approval of the Minutes of the March 2, 2021 Common Council Meeting.**

ATTACHMENTS:

- 3-2-21 Minutes-DRAFT (PDF)

Common Council

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

Regular Meeting

Draft Minutes

Tuesday, March 2, 2021 **7:30 PM** **GoToMeeting**

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

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

2. Approval of the minutes of the February 17, 2021 Common Council meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Defnet Ledvina, Nelson, Raasch, Ruh

3. COVID-19 update from the Health Department.

Health Director Debbie Armbruster advised that the Health Department is in the 9th week of vaccinating and it is going smoothly, indicating that 100 people were vaccinated today, and it is heartwarming for the department to see the relief residents feel when receiving the vaccination. In Brown County, 59% of the 65 and older group have been vaccinated, and as of March 1, more groups have opened up, such that the department is getting contact from those individuals to get on the list for the next clinics. As of March 15, the state is allocating vaccines for educators and Prevea, Bellin and Aurora will be getting those allocations. Next week, the State will receive 47,000 of the Johnson & Johnson (J&J) vaccine, but she is not sure where those will be going; there is speculation that because J&J is a one-dose vaccine, that those may go to more rural areas and shelters, where it would be more difficult for recipients to get the second dose. The Health Department has been distributing 150-250 vaccines per week.

Mayor Boyd indicated that this is outstanding.

RESULT:	**DISCUSSED**

4. Presentation from Accurate Appraisal on property assessments and the revaluation process.

Chris Plamann introduced himself, along with Addie Ebert (Operations Manager) and Jill Pritchard (Assessor) on behalf of Accurate Appraisal. Chris advised that Accurate performed maintenance services for the City from 2008-2015 and 2017, and has been performing full value assessment services from 2018 to the present. Market value is created by a willing buyer and seller; home values are increasing in De Pere since 2014, and full value assessment is statistically reviewed to ensure that all property nears market

value and revaluations occur every year for fairness in equity for each sector of the City. Accurate has created a longer exposure period for residents of 90-120 days and has placed an emphasis on creating an intentional education plan by utilizing social media, billing inserts, frequently asked question documents (FAQs), cloud-based service for real-time visibility and by having customer service agents assessor-certified to accurately answer resident questions. The Mayor expressed thanks for the presentation and indicated it was very informative.

In response to Alderperson Chandik Kundinger's question on comparison to other local areas, Addie advised that De Pere is appreciating on the same rate as compared to similar municipalities, being at 7% for the past year with the Wisconsin State average at 11%. In response to Alderperson Hansen's question on why the appraisers do not enter homes, Addie explained that it is up to the City as to what type of contract is desired, but that option is costly and time consuming; Accurate does verify all permits and all sales. Since state law changed and residents can opt to not let an assessor into their home, municipalities have turned away from that option. They do review comparables in 22 neighborhoods of the City, and work to stay in the same neighborhoods. In response to Alderperson Carpenter, Addie explained that they prefer not to take comps from one side of the river to the other, but occasionally a certain style home may require it. Each year's review does require several comps in the same immediate area. Alderperson Defnet Ledvina asked whether the notices of value were mailed out earlier to clarify the 90-120 days referenced in the presentation, to which Addie elaborated on the education plan piece and advised that while the notices are not mailed out earlier, Accurate is working with the City Clerk and the Communications Specialist to create Facebook posts, make information available on the City's website and to educate the public via social media before the notices go out. In response to Alderperson Raasch, Finance Director-Treasurer Zegers indicated that the changed process does make budget planning easier with consistent information year-to-year and full value close to 100% to a property owner all around the City. Alderperson Ruh asked how many property owners appealed last year, to which Addie advised that a couple hundred appear for open book each year, with that process being mostly informative and for educating property owners, and nine property owners appeared before the Board of Review last year, with one recommended change. In response to Alderperson Kundinger, Addie confirmed that in Wisconsin, sale of a property is key, but when something appears off or unusual, they do try to look at it further to review.

In conclusion, Mayor Boyd thanked Accurate for the Facebook posts, which he believes have been helpful. Addie indicated that if any questions come up following the meeting, she would be happy to answer them; her contact information can be obtained through Carey or Joe.

RESULT: DISCUSSED

5. Recommendation from the Board of Park Commissioners to Accept a $500 from De Pere Optimist Club for East Egg Hunt.

Mayor Boyd expressed thanks to the Optimist Club for this generous donation.

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Defnet Ledvina, Nelson, Raasch, Ruh

6. Recommendation from the Board of Park Commissioners to Accept a $500 Donation from De Pere Optimist Club for Summer Camp T-shirts.

   Mayor Boyd expressed thanks to the Optimist Club for this donation as well.

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Defnet Ledvina, Nelson, Raasch, Ruh

7. Recommendation from the License Committee regarding the Application for Class "A" Fermented Malt Beverage License and "Class A" Intoxicating Liquor License for SmithMaker Artisan Co., LLC (DBA SmithMaker Artisan Co.), 116 N. Broadway. Submitted by SmithMaker Artisan Co., LLC; Agent Ruth Fameree De Pere, WI.

   Upon further discussion, in response to Alderperson Kundinger's question as to whether this situation is similar to the request of Poppy Avenue Boutique, City Attorney Judith Schmidt-Lehman advised that this situation is a little different; rather than offering samples, this is intended for the creation of gift baskets to include fermented malt beverages, wine or liquor. It is believed that the applicant will comply with the requirements, including proper storage.

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

8. Ordinance #21-04 Amending § 10-5(a) De Pere Municipal Code Regarding Selection and Tenure of City Officers.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Defnet Ledvina, Nelson, Raasch, Ruh

9. Resolution #21-28 Disallowance of Claim (Jill Huss).

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

10. Resolution #21-29 Supporting Consolidated Property Tax Collection through the Brown County Treasurer's Office.

Upon further discussion, Alderperson Raasch requested clarification on the way this agenda item is written versus the resolution. City Administrator Delo suggested that approval go with the resolution as it is drafted. City Attorney Judith Schmidt-Lehman advised that the resolution is a little confusing, although this is how it has come before the Council (and seen from other municipalities) drafted against the documents requested to be signed and in support of Brown County taking in the tax dollars, as opposed to the agreement the county is requesting be adopted asking that municipalities take first payment and the county take in the second. She further explained it is two-part: asking the county to continue to collect and then continue discussion on a path forward. Finance Director-Treasurer Zegers advised that this agreement is effective for payments for the next tax bills being sent in mid-December and collections to February 2022; he estimated the budget impact to be $15,000 for four part-time positions, working 8 hours a day during this timeframe. Mayor Boyd added that all municipalities are voting on this and acknowledged that Alderperson Raasch made a valid point in questioning clarification.

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

11. Voucher approval.

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

12. Future agenda items.

Alderperson Hansen indicated with the warmer weather coming, he is hopeful that the City can host the beer gardens this year and is requesting that staff come up with suggestions for park projects to allocate the proceeds from the 2019 beer garden season before the 2021 season begins, with recommendation of the Park Board as to where to allocate the funds. Administrator Delo confirmed that this item would go to the Park Board for recommendation.

RESULT:	**DISCUSSED**

13. Adjournment.

Upon Motion of Alderperson Carpenter, seconded by Alderperson Nelson, the Common Council unanimously adjourned at 8:11 PM.

Respectfully submitted,
Angela Zills

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 16, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**COVID-19 update from the Health Department.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 16, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Proclamation in Appreciation and Gratitude to the De Pere Area Men's Club for Continued Service during the COVID-19 Pandemic.**

ATTACHMENTS:

- Proclamation-De Pere Area Men's Club (PDF)

PROCLAMATION

IN APPRECIATION AND GRATITUDE TO THE DE PERE AREA MEN'S CLUB FOR CONTINUED SERVICE DURING THE COVID-19 PANDEMIC

WHEREAS, *the Aging & Disability Resource Center of Brown County (ADRC)provides a homebound meal program to serve hot, nutritious meals to older adults throughout Brown County; and*

WHEREAS, *as part of its mission, the De Pere Area Men's Club provides volunteer service to the ADRC by delivering meals, which has increased to an average of 58 meals per day, 5 days a week, to area single family residences, various apartments and condominiums; and*

WHEREAS, *the ongoing COVID-19 pandemic has created unprecedented adverse health, planning and logistical conditions for this program causing it to consolidate meal distribution from the De Pere Community Center to downtown Green Bay, and*

WHEREAS, *regardless of this multitude of adversities, a core group of members of the De Pere Area Men's Club still nobly continued their volunteer service to our residents during uncertain times by continuing to provide meals to those in need by masking, wearing gloves and carrying sani-wipes and hand sanitizer; and*

WHEREAS, *due to the change in distribution from De Pere to Green Bay, the typical daily route for these volunteers has increased from 30-45 minutes to 2-2 ½ hours, adding over 100 miles per day to their routes, and 45 hours of volunteer time per week; and*

WHEREAS, *the De Pere Area Men's Club has provided commendable, tireless and dedicated service to our community during a time of complex, continuous changes by delivering meals to individuals, who may not be able to remain in their home, but for this essential service ; and*

WHEREAS, *our City is truly grateful for each of these individuals who has volunteered to serve the older adults in our community as part of the effort and initiative of the De Pere Area Men's Club. As our community and country endure the difficult, challenging realties of this pandemic, the efforts of these individuals were noble and selfless, and have not gone unnoticed.*

NOW, THEREFORE, *I, James Boyd, Mayor of the City of De Pere, Wisconsin, on behalf of the De Pere Common Council and all De Pere citizens, do hereby offer our highest gratitude to the De Pere Area Men's Club members that have continued to support our community with its volunteer service hours and other fundraising efforts, including the Annual Dinner, that greatly enrich the City of De Pere and our neighboring communities and organizations.*

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of De Pere, Wisconsin, this 16th *day of March, 2021.*

CITY OF DE PERE, WISCONSIN

James O. Boyd

James O. Boyd, Mayor

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 16, 2021**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Recommendation from Finance/Personnel Committee to approve Health Plan Budget Adjustments (Three Premium Holiday Months)**

The Finance/Personnel Committee voted unanimously to approve three (3) premium holiday months.

ATTACHMENTS:

- Health Surplus Final (PDF)

CITY OF DE PERE
MEMO

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
RE: Consideration of Health Plan Budget Adjustments
Date: March 9, 2021

Note: At the March 9, 2021 Finance/Personnel Committee the below recommendation was approved unanimously.

We continue to monitor the benefit plans provided to the employees to maintain high value, financially stable design and costs. After diligent work finding cost-saving measures within the health plan, we find ourselves with a significant surplus in the health plan fund. We are recommending a limited number of premium holidays in 2021 to lower the fund balance and have also reviewed some comparative data amongst other public sector entities in the area and are recommending some changes to our premium and cost share formula for calendar year 2022.

HEALTH PLAN PERFORMANCE

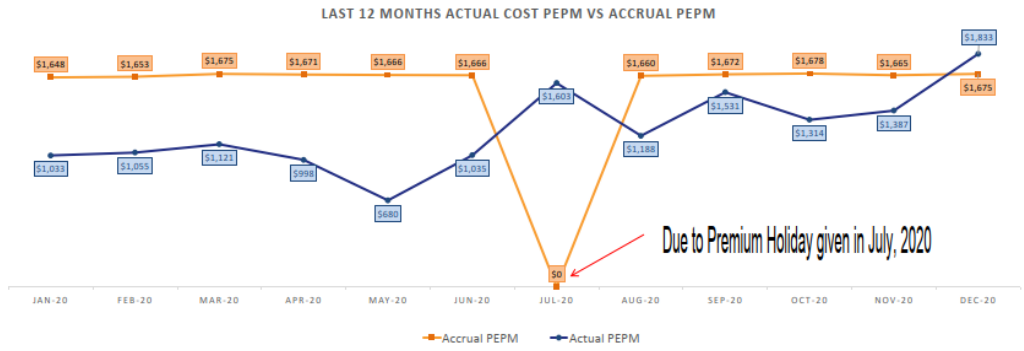
Current Plan Year: January, 2020 – December, 2020 | **Claims Paid Through:** December 31, 2020

Plan Year to Date Funding Ratio	
80.8%	
Prior Month YTD	77.9%
Prior Year YTD	69.4%

Plan Year to Date Funding Difference	
$429,189	
Prior Month YTD	$448,479
Prior Year YTD	$744,446

Cost Per Employee Per Year	
$14,783	
M3 Benchmark	$13,559
Prior Year YTD	$14,190

Total Plan Cost	
$1,808,476	
PEPM	$1,231.93



Net Medical Claims	
$975,173	
PEPM	$664.29

Prescription Drug Costs	
$316,740	
PEPM	$215.76

Fixed Costs	
$516,564	
PEPM	$351.88

Health Fund Reserve Balance *(through 2020)*	$ 2,329,010
Recommended minimum Health Fund Reserve Balance *(4 months of health spend)*	$ 745,888
Conservative minimum Health Fund Reserve Balance *(6 months of health spend)*	$ 1,118,833
Difference between Projected Reserve Balance and Conservative Reserve Balance	$ 1,210,177

CITY OF DE PERE
MEMO

CURRENT CONTRIBUTION STRATEGY

The information presented below is consistent with the approved budget and contribution levels for 2021. This was completed in August based on the performance of the health plan and has followed the 85%/15% cost share structure between the City and the employees. This represents an 8% decrease in premiums from 2020 levels.

Current State: 15% employee and 85% employer contribution

		2021 PREMIUM		
Enrollment Per Tier		**Employer**	**Employee Total**	**Monthly Total**
Single	**32**	$574.29	$101.35	$675.64
Employee + 1	**22**	$1,068.88	$188.63	$1,257.50
Family	**65**	$1,753.12	$309.37	$2,062.49

	MONTHLY TOTAL PER ENROLLMENT & ANNUAL TOTALS		
	Employer	**Employee**	**Monthly Total**
Single	$18,377.41	$3,243.07	$21,620.48
Employee + 1	$23,515.25	$4,149.75	$27,665.00
Family	$113,952.57	$20,109.28	$134,061.85
Total Annual Contributions:	**$1,870,142.77**	**$330,025.19**	**$2,200,167.96**

CURRENT YEAR (2021) RECCOMMENDATION | PREMIUM HOLIDAY

PROPOSAL	**IMPACT**
We can eliminate the employee and employer contributions to the health fund for a number of months.	For each month we take a premium holiday, the total monthly premium is $212,000, which would be the reduction from the reserve balance.

	RESERVE BALANCES	
MONTHS	**REDUCTION**	**NEW**
1	$ 212,000	$ 2,117,010
2	$ 424,000	$ 1,905,010
3	$ 636,000	$ 1,693,010

Our immediate recommendation would be to implement a three month premium holiday in 2021. This will result in a $636,000 reduction of the health fund leaving the end of year projected reserve balance at $1,693,010.

CITY OF DE PERE
MEMO

2022 BUDGET RECOMMENDATIONS | CONTRIBUTION STRATEGY CHANGE

The following recommendations to premiums and the cost share formula are intended to appropriately adjust the funding for the City's self-insured health plan in a manner that decreases costs for the City and participating employees and balances the cost share between the City and employees to more appropriately match what other municipalities in the region and State utilize. The following chart shows proposed changes based on the City's performance and comparison to other entities. The following recommended changes/outcomes are shown:

1. Change employee contribution from 15% to 10%.
    - For many years, City employees have paid 15% of the yearly premium. In comparing De Pere to other public sector entities, employees are paying a higher than the average premium contribution. We have known this for several years, but given the surplus, we feel this would be the appropriate time to appropriately adjust the cost share formula to more closely match other city and county self-insured plans. This would then increase the City's contribution from 85% to 90%.
2. A 15% across to board reduction in premiums in the 2022 budget to the health fund.

Both of the changes above include a 10% total reduction in total City contributions and a 43% reduction in total employee contributions.

		2022 PREMIUM | PROPOSED 10% BUDGETED DECREASE		
Enrollment Per Tier		**Employer**	**Employee Total**	**Monthly Total**
Single	**32**	$516.86	$57.43	$574.29
Employee + 1	**22**	$961.99	$106.89	$1,068.88
Family	**65**	$1,577.81	$175.31	$1,753.12

	TOTAL PER ENROLLMENT		
	Employer	**Employee**	**Monthly Total**
	$16,539.52	$1,837.76	$18,377.28
	$21,163.78	$2,351.58	$23,515.36
	$102,557.65	$11,395.15	$113,952.80
Total Annual Contributions:	**$1,683,131.40**	**$187,013.88**	**$1,870,145.28**
$ Difference From Current	$187,011.37	$143,011.31	$330,022.68
% Difference From Current	-10.0%	-43%	-15%

PLEASE NOTE: These are preliminary budget based on current experience. They will be validated or updated based on updated information later in 2021

The reduction of the current health plan surplus is an important aspect of the strategies that we are reviewing for the future. As part of our 2022 budget we are hopeful that the experience allows us to consider this contribution strategy change, as well as other strategies such as:

- Additional Premium Holidays
- Benefit enhancements (i.e. reduced deductible, reduced max out of pocket)

CITY OF DE PERE
MEMO

- Additional services that enhance the benefits package

If you have questions in advance of the meeting, please feel free to contact me at 339-4072 ext. 1245.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 16, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to Approve Definitely De Pere's Request to Use $10,000 from the Stadium Tax Street Scape Allocation for Replacing Downtown Summer Light Pole Banners**

The Board of Public Works at the March 8, 2021 meeting approved Definitely De Pere's request for replacing Downtown Light Pole Banners utilizing excess Stadium Tax funds in the amount of $10,000 and moved to send it to Common Council for approval. The motion passed with a 5-0 vote.

Definitely De Pere is requesting the City consider utilizing $10,000 of the remaining streetscape funds from the Excess Stadium Tax for replacing the downtown light pole banners (See attached proposal).

Staff recommends approving the request.

ATTACHMENTS:

- Light Pole Banner Proposal 3-3-2021 (PDF)

Downtown Light Pole Banner Proposal

Submitted by: Definitely De Pere

Streetscape Project History

In February of 2017, the Common Council approved $150,000 of Excess Stadium Tax funds to be allocated to Definitely De Pere for streetscape improvements downtown De Pere. To date the following projects have been approved or are pending:

Urban Scale Planters - $48,550
Artistic Benches - $30,000 (May 2021 installation)
Sculpture Walk Program (2019) - $31,640
Sculpture Walk Program (2021)- $25,000 (request pending)

Total Funds Allocated - **$135,190**
Funds Remaining - **$14,810**

Request Summary

Definitely De Pere is requesting funds to replace the summer light pole banners that were acquired in 2015. We are making this request because the old banners have begun to fade and they do not include the new City logo. We would like to replace them with an updated design that incorporates the new City of De Pere branding. We believe that consistency and cohesiveness in how we brand our community is important. The light pole banners are downtown's billboard and help create awareness while adding vibrancy to the streetscape.

Project Cost

The total cost for replacing the winter banners in 2018 was $7,420. We are requesting an allocation of up to $10,000 to design and fabricate the new winter banners incorporating the City of De Pere brand.

Design Process and Timeline

Definitely De Pere will solicit quotes and work with City Staff on design selection and fabrication details. The goal will be to replace the winter banners by May 1, or as soon as possible.

Funding and Payment Process

Excess Stadium Tax revenue will fund this project in an amount not to exceed $10,000. Payments are proposed to be made directly by Definitely De Pere. Definitely De Pere will submit invoices and supporting material to the Director of Public Works for review and administrative approval.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 16, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to Approve Definitely De Pere's Request for to Use $25,000 from the Street-Scape Stadium Tax Allocation for a 2021 Sculpture Walk Project**

The Board of Public Works at the March 8, 2021 meeting approved Definitely De Pere's request for Sculpture Walk Project Utilizing Excess Stadium Tax Funds in the amount of $25,000 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

Definitely De Pere is requesting the City consider utilizing $25,000 of the remaining streetscape funds from the Excess Stadium Tax for another seasonal display of public art.(See attached proposal) The intent would be to feature a public art display of fourteen (14) sculptures temporarily installed on both the east and west side of downtown. The art displays would be exhibited for six (6) months.

Staff recommends approving the request.

ATTACHMENTS:

- Sculpture Walk Project Proposal 2021 (PDF)

Sculpture Walk Project Proposal

Submitted by: Definitely De Pere

Streetscape Project History

In February of 2017, the Common Council approved $150,000 of Excess Stadium Tax funds to be allocated to Definitely De Pere for streetscape improvements downtown De Pere. To date the following projects have been approved:

Urban Scale Planters - $48,550.
Artistic Benches - $30,000 (May 2021 installation)
Sculpture Walk Program (2019) - $31,640

Total Funds Allocated - **$110,190**
Funds Remaining - **$39,810**

Sculpture Walk History

The Sculpture Walk Project, a seasonal display of public art, was implemented in 2019. In its inaugural year, 10 sculptures were on display June – October. A People's Choice award resulted in the purchase of the 'tree' sculpture titled *The Transformation of Daphne*, valued at $25,000. An anonymous private donor purchased and gifted the 'fish' sculpture titled *Papermouth*, valued at $8,000. The program investment of $31,640 resulted in adding 2 permanent sculptures to the City's public art collection valued at $33,000.

Sculpture Walk Project Additional Funding Request

Definitely De Pere would like to request additional funding to support this program again in 2021. The purpose of the Sculpture Walk project is to integrate art to enliven the streetscape. The project will feature a seasonal public art display of 14 original outdoor sculptures temporarily installed on the east and west side of downtown. The work will be welded to existing concrete pads and will be exhibited for 6 months. Definitely De Pere will work with the Department of Public Works to identify locations suitable for display in the public right away. Sculptures will be safe and able to withstand all weather conditions, extreme temperatures, and the interaction of the public. The work will remain the property of the artist and is on loan for the duration for the exhibit.

Project Costs

The total cost for funding the Sculpture Walk is estimated to be $25,000. Of this, up to $15,000 will be allocated to the People's Choice purchase award. The winning sculpture would be purchased and permanently installed downtown De Pere at a location to be determined. A $500-$750 stipend will be paid to each of the 14 artists for use of their work and to cover costs of transportation, installation and removal of the work.

Funding and Payment Process

Excess Stadium Tax revenue will fund this project in an amount not to exceed $25,000. Payments are proposed to be made directly to Definitely De Pere. Definitely De Pere will submit invoices and supporting material to the Director of Public Works for review and administrative approval.

Application and Review Process

Definitely De Pere will issue an RFP to artists. Submissions will be reviewed by the Public Art Committee based on specific criteria including artistic merit, creativity, public safety, durability in an outdoor setting, and public viewing suitability.

Timeline

Definitely De Pere will issue the RFF by March 20. The submission deadline will be April 15. Installation will occur by May 31.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 16, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from Board of Public Works to award Contract 21-03 Sewer Lining to Michels Pipe Services in the amount of $422,301.00**

The Board of Public Works at the March 8, 2021 meeting approved awarding Contract 21-03 Sewer Lining to Michels Pipe Services in the amount of $422,301.00 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2021 0308 CI_BOPW_Award_21-03 (DOCX)
- 2021 0225 Project 21-03 Bid Tab (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: March 8, 2021

RE: **Consideration and possible action on award of Contract 21-03 Sewer Lining***

The Engineering Department received bids on Project 21-03 Sewer Lining on February 25, 2021. The project consists of pipe lining of deteriorated sewers at locations around the City. The bids received are as follows:

Contractor	Amount
Michels Pipe Services	$422,301.00
Visu-Sewer, Inc.	$441,642.25
Insituform Technologies USA, LLC	$556,041.30

The budgeted amount from the capital improvement budget is $516,000. Funding will be from the sewage revenue fund.

Staff's recommendation is to accept the bid from Michels Pipe Services in the amount of $422,301.00.

Attachments:
2021 0225 Project 20-13 Bid Tab (PDF)

DE PERE

PROJECT 21-03 SEWER LINING
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Michels Pipe Services; Michels Corporation		Visu-Sewer Inc		Insituform Technologies USA, LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SS-01	Easement/Alley 30" Sanitary Sewer	LF	724	$ 127.00	$ 91,948.00	$ 155.00	$ 112,220.00	$ 208.00	$ 150,592.00
SS-02	Easement 18" Sanitary Sewer	LF	249	$ 70.00	$ 17,430.00	$ 71.00	$ 17,679.00	$ 82.50	$ 20,542.50
SS-03	Apollo Way 18" Sanitary Sewer	LF	768	$ 54.00	$ 41,472.00	$ 71.00	$ 54,528.00	$ 84.80	$ 65,126.40
SS-04	Lewis Street 12" Sanitary Sewer	LF	929	$ 29.00	$ 26,941.00	$ 27.25	$ 25,315.25	$ 41.60	$ 38,646.40
SS-05	Outward Avenue 8" Sanitary Sewer	LF	1,288	$ 24.00	$ 30,912.00	$ 24.00	$ 30,912.00	$ 29.80	$ 38,382.40
SS-06	South Sixth Street 8" Sanitary Sewer	LF	1,224	$ 24.00	$ 29,376.00	$ 24.00	$ 29,376.00	$ 30.30	$ 37,087.20
SS-07	Wilcox Court 8" Sanitary Sewer	LF	1,277	$ 24.00	$ 30,648.00	$ 24.00	$ 30,648.00	$ 29.60	$ 37,799.20
SS-08	Smits Street 8" Sanitary Sewer	LF	903	$ 24.00	$ 21,672.00	$ 24.00	$ 21,672.00	$ 30.40	$ 27,451.20
SS-09	N. Winnebago Street 8" Sanitary Sewer	LF	908	$ 24.00	$ 21,792.00	$ 24.00	$ 21,792.00	$ 33.20	$ 30,145.60
SS-10	N. Washington Street 8" Sanitary Sewer	LF	863	$ 24.00	$ 20,712.00	$ 24.00	$ 20,712.00	$ 33.50	$ 28,910.50
SS-11	Irwin Street 8" Sanitary Sewer	LF	821	$ 24.00	$ 19,704.00	$ 24.00	$ 19,704.00	$ 29.60	$ 24,301.60
SS-12	Armond Court Easement 8" Sanitary Sewer	LF	311	$ 24.00	$ 7,464.00	$ 24.00	$ 7,464.00	$ 32.10	$ 9,983.10
SS-13	Waubaunuqua Trail 8" Sanitary Sewer	LF	1,145	$ 24.00	$ 27,480.00	$ 24.00	$ 27,480.00	$ 33.50	$ 38,357.50
SS-14	Bypassing 30"/18" Sanitary Sewer (Easement/Alley)	LS	1	$ 13,000.00	$ 13,000.00	$ 12,860.00	$ 12,860.00	$ 4.10	$ 4.10
SS-15	Televising Sanitary Laterals	EA	58	$ 375.00	$ 21,750.00	$ 160.00	$ 9,280.00	$ 150.20	$ 8,711.60
	TOTALS			**$**	**422,301.00**	**$**	**441,642.25**	**$**	**556,041.30**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 16, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to award Contract 21-15 Sewer Televising to Green Bay Pipe & TV, LLC in the amount of $40,634.94**

The Board of Public Works at the March 8, 2021 meeting approved awarding Contract 21-15 Sewer Televising to Green Bay Pipe & TV, LLC in the amount of $40,634.94 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2021 0308 CI_BOPW_Award_21-15 (PDF)
- 2021 0211 Project 21-15 Bid Tab (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: March 8, 2021

RE: **Consideration and possible action on award of Contract 21-15 Sewer Televising***

The Engineering Department received bids on Project 21-15 Sewer Televising on February 11, 2021. The bids received are as follows:

Contractor	Amount
Green Bay Pipe & TV, LLC	$40,634.94
Northern Pipe, Inc.	$41,131.63
Great Lakes TV Seal, Inc.	$41,348.32
Speedy Clean, Inc.	$42,727.40
PLC Water Jetting Service, Inc.	$63,387.25
Hydro-Klean, LLC	$200,528.68
Equix Integrity, Inc.	$351,348.34
National Power Rodding Corp.	$372,444.95

The allocated amount from the capital improvement budget is $60,000. Funding will be $50,000 from the storm water utility fund and $10,000 from the sewage revenue fund.

Staff's recommendation is to accept he bid from Green Bay Pipe & TV, LLC in the amount of $40,634.94.

Attachments:
2021 0211 Project 21-15 Bid Tab (PDF)

PROJECT 21-15 SEWER TELEVISING
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8	
				Green Bay Pipe & TV		Northern Pipe, Inc		Great Lakes TV Seal, Inc		Speedy Clean, Inc		PLC Water Jetting Service, Inc		Hydro-Klean LLC		Equix Integrity, Inc		National Power Rodding Corp	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SP-01	Storm Sewer Cleaning (8-27 inch)	LF	47,669	$ 0.30	$ 14,300.70	$ 0.31	$ 14,777.39	$ 0.32	$ 15,254.08	$ 0.32	$ 15,254.08	$ 0.40	$ 19,067.60	$ 0.65	$ 30,984.85	$ 2.65	$ 126,322.85	$ 1.65	$ 78,653.85
SP-02	Storm Sewer Cleaning (30-48 inch)	LF	10,926	$ 0.31	$ 3,387.06	$ 0.31	$ 3,387.06	$ 0.31	$ 3,387.06	$ 0.33	$ 3,605.58	$ 0.40	$ 4,370.40	$ 0.80	$ 8,740.80	$ 4.15	$ 45,342.90	$ 2.10	$ 22,944.60
SP-03	Storm Sewer Cleaning (54 inch and larger)	LF	7,588	$ 0.31	$ 2,352.28	$ 0.31	$ 2,352.28	$ 0.31	$ 2,352.28	$ 0.33	$ 2,504.04	$ 0.40	$ 3,035.20	$ 1.00	$ 7,588.00	$ 6.05	$ 45,907.40	$ 3.00	$ 22,764.00
SP-04	Storm Sewer Heavy Cleaning (8-27 inch)	LF	5,000	$ 0.08	$ 400.00	$ 0.07	$ 350.00	$ 0.05	$ 250.00	$ -	$ -	$ 0.75	$ 3,750.00	$ 3.28	$ 16,400.00	$ 6.40	$ 32,000.00	$ 0.10	$ 500.00
SP-05	Storm Sewer Heavy Cleaning (30-48 inch)	LF	2,000	$ 0.08	$ 160.00	$ 0.07	$ 140.00	$ 0.05	$ 100.00	$ -	$ -	$ 1.50	$ 3,000.00	$ 4.10	$ 8,200.00	$ 8.25	$ 16,500.00	$ 5.00	$ 10,000.00
SP-06	Storm Sewer Heavy Cleaning (54 inch and larger)	LF	1,000	$ 0.08	$ 80.00	$ 0.07	$ 70.00	$ 0.05	$ 50.00	$ -	$ -	$ 5.00	$ 5,000.00	$ 4.75	$ 4,750.00	$ 14.50	$ 14,500.00	$ 10.00	$ 10,000.00
SP-07	Storm Sewer Televising (8-27 inch)	LF	47,669	$ 0.30	$ 14,300.70	$ 0.30	$ 14,300.70	$ 0.30	$ 14,300.70	$ 0.32	$ 15,254.08	$ 0.35	$ 16,684.15	$ 1.77	$ 84,374.13	$ 0.75	$ 35,751.75	$ 3.00	$ 143,007.00
SP-08	Storm Sewer Televising (30-48 inch)	LF	10,926	$ 0.30	$ 3,277.80	$ 0.30	$ 3,277.80	$ 0.30	$ 3,277.80	$ 0.33	$ 3,605.58	$ 0.35	$ 3,824.10	$ 1.85	$ 20,213.10	$ 0.96	$ 10,488.96	$ 4.25	$ 46,435.50
SP-09	Storm Sewer Televising (54 inch and larger)	LF	7,588	$ 0.30	$ 2,276.40	$ 0.30	$ 2,276.40	$ 0.30	$ 2,276.40	$ 0.33	$ 2,504.04	$ 0.35	$ 2,655.80	$ 1.85	$ 14,037.80	$ 0.96	$ 7,284.48	$ 5.00	$ 37,940.00
SP-10	Sewer Pipe Root Cutting (8-72 inch)	LF	1,000	$ 0.05	$ 50.00	$ 0.10	$ 100.00	$ 0.05	$ 50.00	$ -	$ -	$ 1.00	$ 1,000.00	$ 1.00	$ 1,000.00	$ 8.25	$ 8,250.00	$ 0.10	$ 100.00
SP-11	Removal Mineral Deposits	LF	1,000	$ 0.05	$ 50.00	$ 0.10	$ 100.00	$ 0.05	$ 50.00	$ -	$ -	$ 1.00	$ 1,000.00	$ 4.24	$ 4,240.00	$ 9.00	$ 9,000.00	$ 0.10	$ 100.00
	TOTALS			**$**	**40,634.94**	**$**	**41,131.63**	**$**	**41,348.32**	**$**	**42,727.40**	**$**	**63,387.25**	**$**	**200,528.68**	**$**	**351,348.34**	**$**	**372,444.95**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 16, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to award Contract 21-20 Commerce Drive Concrete Paving to Sommers Construction Company, Inc in the amount of $93,947.50**

The Board of Public Works at the March 8, 2021 meeting approved awarding Contract 21-20 Commerce Drive Concrete Paving to Sommers Construction Company, Inc in the amount of $93,947.50 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2021 0308 CI_BOPW_Award_21-20 (DOCX)
- 2021 0211 Project 21-20 Bid Tab (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: March 8, 2021

RE: **Consideration and possible action on award of Contract 21-20 Commerce Drive Concrete Paving***

The Engineering Department received bids on Project 21-20 Commerce Drive Concrete Paving on February 11, 2021. This work will complete the concrete paving of Commerce Drive that was previously extended under Project 20-20 Commerce Drive Utility and Street Extension. The bids received are as follows:

Contractor	Amount
Sommers Construction Company, Inc.	$93,947.50
Vinton Construction Company	$106,203.90

The budgeted amount for this project is $197,000 from TID 10.

Staff's recommendation is to accept the bid from Sommers Construction Company, Inc. in the amount of $93,947.50.

Attachments:
2021 0211 Project 21-20 Bid Tab (PDF)

DE PERE

PROJECT 21-20 COMMERCE DRIVE CONCRETE PAVING
BID TAB

				BIDDER NO. 1		BIDDER NO. 2	
				Sommers Construction Company, Inc		Vinton Construction Company	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STREET AND DRAINAGE CONSTRUCTION							
SD-01	Remove Concrete Pavement with Integral Curb	SY	125	$ 7.00	$ 875.00	$ 8.00	$ 1,000.00
SD-02	Provide 1 1/4" Crushed Aggregate Base Course	TON	250	$ 13.00	$ 3,250.00	$ 0.01	$ 2.50
SD-03	Provide 9" Concrete Pavement with Integral Curb	SY	1650	$ 40.25	$ 66,412.50	$ 51.62	$ 85,173.00
SD-04	Provide 24" Integral Curb and Gutter	LF	920	$ 12.00	$ 11,040.00	$ 15.40	$ 14,168.00
SD-05	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S 2" Upper Layer	TON	20	$ 180.00	$ 3,600.00	$ 0.01	$ 0.20
SD-06	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2" Lower Layer	TON	20	$ 180.00	$ 3,600.00	$ 0.01	$ 0.20
SD-07	Drilled Dowel Bars	EA	30	$ 6.00	$ 180.00	$ 10.00	$ 300.00
SD-08	Landscaping-Salvaged Topsoil, Seed, Fertilizer, and Mulch	SY	600	$ 4.50	$ 2,700.00	$ 6.25	$ 3,750.00
SPECIAL CONSTRUCTION							
SC-01	Inlet Protection Type D	EA	8	$ 130.00	$ 1,040.00	$ 70.00	$ 560.00
SC-02	Adjust Inlet	EA	5	$ 250.00	$ 1,250.00	$ 250.00	$ 1,250.00
	TOTALS			**$**	**93,947.50**	**$**	**106,203.90**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 16, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Ann Ledvina**
SUBJECT:	**Recommendation from the License Committee regarding the application for Class "A" Fermented Malt Beverage License and "Class A" Intoxicating Liquor License for Saeva Johnson Liquor, LLC (DBA The Wine Cellar), 813 Main Ave. Submitted by Saeva Johnson Liquor, LLC; Agent Patrick Johnson, Green Bay, WI.**

ATTACHMENTS:

- The Wine Cellar License Application 3.16.21 (PDF)

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 7-1-2020 (mm dd yyyy) ending: 6-30-2021 (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of } De Pere

County of Brown Aldermanic Dist. No. _____ (if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company ☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number: 456-1030558750-04

FEIN Number: 86-2061505

TYPE OF LICENSE REQUESTED	FEE
☒ Class A beer	$
☐ Class B beer	$
☐ Class C wine	$
☒ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30.00 pd
TOTAL FEE	$ R15864

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)

Saeva Johnson Liquor LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
President / Member Last Name: Johnson	Patrick	W	
Vice President / Member Last Name: Johnson	Desislava	T	
Secretary / Member Last Name: Johnson	Desislava	T	
Treasurer / Member Last Name: Johnson	Patrick	W	
Agent Last Name: "	"	"	"
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name The Wine Cellar Business Phone Number 920-336-0811
2. Address of Premises 813 Main Avenue Post Office & Zip Code 54115
3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Store is located inside a Multi-unit Complex located at 813 Main Avenue, De Pere. Main selling floor and coolers are approx 5400 sq. ft, there are two additional storage rooms located in the back of the store.

4. Legal description (omit if street address is given above): _____
5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ..... ☒ Yes ☐ No

   (b) If yes, under what name was license issued? _____

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☐ Yes ☒ No

7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No

9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 3/01/21 of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☒ No

(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
If yes, explain.

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No

11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No

12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.)	Title/Member	Date
Johnson, Patrick W	President	3/01/21
Signature	**Phone Number**	**Email Address**
Patrick Johnson	920-265-9853	pwjohnson223@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
3/1/2021			
Date license granted	**Date license issued**	**License number issued**	

AT-106 (R. 3-19)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 16, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #21-30 Authorizing First Amendment to Tower Lease Agreement with New Cingular Wireless PCS, LLC (Merrill Water Tower).**

The Board of Public Works at the March 8, 2021 meeting approved AT&T's 1st Amendment Lease Agreement for Merrill Water Tower and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso21-30 (PDF)
- AT&T - First Amendment to Tower Lease Agmt - Merrill Tower (PDF)
- Consider AT&T's 1st Amendment Lease Agreement - Merrill Tower 3-3-2021 (PDF)
- AT&T Merrill Original Lease (PDF)

RESOLUTION #21-30

AUTHORIZING FIRST AMENDMENT TO TOWER LEASE AGREEMENT WITH
NEW CINGULAR WIRELESS PCS, LLC
(Merrill Water Tower)

WHEREAS, the Common Council authorized Resolution #01-28, a Tower Lease Agreement with TeleCorp Realty, LLC (successor to New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company), to lease space on City's water tower located on Merrill Street; and

WHEREAS, the parties wish to renew and extend the term of such agreement for six (6) separate, consecutive additional periods of five (5) years, upon the terms and conditions set forth in the First Amendment to Tower Lease Agreement attached hereto and incorporated as Exhibit 1.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and City Clerk are authorized and directed to enter into the attached First Amendment to Tower Lease Agreement with New Cingular Wireless PCS, LLC (Exhibit 1).

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of DePere, Wisconsin, this 16th day of March, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 03/08/2021

Cell Site No.: WI6443
Cell Site Name: City of De Pere WT
Fixed Asset No.: 10083186
Market: IL / WI
Address: 1501 Merrill Street, De Pere, WI 54115

FIRST AMENDMENT TO TOWER LEASE AGREEMENT

THIS FIRST AMENDMENT TO TOWER LEASE AGREEMENT ("**First Amendment**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is by and between the City of De Pere, a Wisconsin municipal corporation, having a mailing address of 335 South Broadway, De Pere, WI 54115 (hereinafter referred to as "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor to TeleCorp Realty, L.L.C., a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**"), collectively referred to as "**the Parties**."

WHEREAS, Landlord and Tenant (or its respective predecessor) entered into a Tower Lease Agreement dated June 4, 2001 (hereinafter, the "**Lease**"), whereby Landlord leased to Tenant certain premises ("**Premises**"), therein described, that are a portion of the property ("**Property**") located at 1501 Merrill Street, De Pere, WI; and

WHEREAS, the current term of the Lease will expire on June 3, 2021; and

WHEREAS, the Parties mutually desire to renew the Lease, memorialize such renewal period and modify the Lease in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Lease to extend the term of the Lease; and

WHEREAS, Landlord and Tenant desire to amend the Lease to adjust the rent (as defined below) in conjunction with the modifications to the Lease contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Lease to modify the notice section thereof; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term**. Paragraph 3 of the Lease is hereby deleted and replaced with the following: The term of the Lease shall be amended to provide that the current term, which commenced on June 4, 2016, shall expire on June 3, 2021 ("**Current Term**"), and commencing on June 4, 2021, will be automatically renewed, upon the same terms and conditions of the

Cell Site No.: WI6443
Cell Site Name: City of De Pere WT
Fixed Asset No.: 10083186
Market: IL / WI
Address: 1501 Merrill Street, De Pere, WI 54115

Lease, as amended herein, for up to six (6) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Renewal Term**" and each such Additional Renewal Term shall be considered an Renewal Term under the Lease), without further action by Tenant unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Lease at least sixty (60) days prior to the expiration of the Current Term or the then current Additional Renewal Term. The Current Term and the Additional Renewal Term(s) are collectively referred to as the Term ("**Term**").

2. **Rent**. Commencing on June 4, 2021, the current annual Rent payable under the Lease shall be Thirty-Two Thousand and No/100 Dollars ($32,000.00) per year (the "**Rent**"), and shall continue during the Term, subject to adjustment as provided herein. Paragraph 4(a) of the Lease shall be amended to provide that Rent shall be adjusted as follows: commencing on June 4, 2026, and each Additional Extension Term exercised thereafter, the annual Rent will increase by fifteen percent (15%) over the Rent paid during the previous five (5) year term.

3. **Charges**. All charges payable under the Lease such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subparagraph shall survive the termination or expiration of the Lease.

4. **Acknowledgment**. Landlord acknowledges that: 1) this First Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this First Amendment and the underlying Lease and, prior to execution of this First Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this First Amendment and to have counsel review the terms and conditions of this First Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this First Amendment, the underlying Lease between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

5. **Notices**. Paragraph 13 of the Lease is hereby deleted in its entirety and replaced with the following:

"(a) NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:
If to Tenant:

New Cingular Wireless PCS, LLC
Attn.: Network Real Estate Administration
Re: Cell Site #: WI6443
Cell Site Name: City of De Pere WT (WI); Fixed Asset No.: 10083186
1025 Lenox Park Blvd. NE

3rd Floor
Atlanta, GA 30319

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn.: AT&T Legal Department
Re: Cell Site #: WI6443
Cell Site Name: City of De Pere WT (WI); Fixed Asset No.: 10083186
208 S. Akard Street
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Landlord:

City of De Pere
Attn.: City Administrator
335 South Broadway
De Pere, WI 54115

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein."

6. **Memorandum of Lease**. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

7. **Other Terms and Conditions Remain**. In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.

8. **Capitalized Terms**. All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: WI6443
Cell Site Name: City of De Pere WT
Fixed Asset No.: 10083186
Market: IL / WI
Address: 1501 Merrill Street, De Pere, WI 54115

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this First Amendment on the dates set forth below.

LANDLORD:
City of De Pere,
a Wisconsin municipal corporation

By: _____

Print Name: James G. Boyd

Title: Mayor

Date: _____

By: _____

Print Name: Carey E. Danen

Title: City Clerk

Date: _____

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: _____

Title: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

Cell Site No.: WI6443
Cell Site Name: City of De Pere WT
Fixed Asset No.: 10083186
Market: IL / WI
Address: 1501 Merrill Street, De Pere, WI 54115

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of the **City of De Pere, a Wisconsin municipal corporation**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
_____
My appointment expires: _____

Cell Site No.: WI6443
Cell Site Name: City of De Pere WT
Fixed Asset No.: 10083186
Market: IL / WI
Address: 1501 Merrill Street, De Pere, WI 54115

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of the **City of De Pere, a Wisconsin municipal corporation**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
_____
My appointment expires: _____

Cell Site No.: WI6443
Cell Site Name: City of De Pere WT
Fixed Asset No.: 10083186
Market: IL / WI
Address: 1501 Merrill Street, De Pere, WI 54115

TENANT ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC**, **a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
_____
My appointment expires: _____

Cell Site No.: WI6443
Cell Site Name: City of De Pere WT
Fixed Asset No.: 10083186
Market: IL / WI
Address: 1501 Merrill Street, De Pere, WI 54115

Attachment 1

Memorandum of Lease

See Next Sheet

Cell Site No.: WI6443
Cell Site Name: City of De Pere WT
Fixed Asset No.: 10083186
Market: IL / WI
Address: 1501 Merrill Street, De Pere, WI 54115

Document Number

MEMORANDUM OF LEASE

Document Title

THIS DOCUMENT PREPARED BY, and WHEN RECORDED RETURN TO:

Catherine Abejar, Lease Processing
(858) 799-7850
Md7, LLC
10590 West Ocean Air Drive
Suite 300
San Diego, CA 92130

Parcel ID Number:
ED-1436-3

SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: WI6443
Cell Site Name: City of De Pere WT (WI)
Fixed Asset Number: 10083186
State: WI
County: Brown

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 202__, by and between the City of De Pere, a Wisconsin municipal corporation, having a mailing address at 335 South Broadway, De Pere, WI 54115 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor to TeleCorp Realty, L.L.C., a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant (or its predecessor) entered into a certain Tower Lease Agreement dated June 4, 2001, as further amended by that certain First Amendment to Tower Lease Agreement dated _____ ____, 202__ (hereinafter, collectively, the "**Lease**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Landlord's real property located in the City of De Pere, County of Brown, commonly known as 1501 Merrill Street. All of the foregoing are set forth in the Lease.

Cell Site No.: WI6443
Cell Site Name: City of De Pere WT
Fixed Asset No.: 10083186
Market: IL / WI
Address: 1501 Merrill Street, De Pere, WI 54115

2. Commencing on June 4, 2021, the Agreement shall extend for six (6) successive five (5) year options to renew.

3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: WI6443
Cell Site Name: City of De Pere WT
Fixed Asset No.: 10083186
Market: IL / WI
Address: 1501 Merrill Street, De Pere, WI 54115

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

LANDLORD:
City of De Pere,
a Wisconsin municipal corporation

By: _____

Print Name: James G. Boyd

Title: Mayor

Date: _____

By: _____

Print Name: Carey E. Danen

Title: City Clerk

Date: _____

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: _____

Title: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

Cell Site No.: WI6443
Cell Site Name: City of De Pere WT
Fixed Asset No.: 10083186
Market: IL / WI
Address: 1501 Merrill Street, De Pere, WI 54115

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of the **City of De Pere, a Wisconsin municipal corporation**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
_____
My appointment expires: _____

Cell Site No.: WI6443
Cell Site Name: City of De Pere WT
Fixed Asset No.: 10083186
Market: IL / WI
Address: 1501 Merrill Street, De Pere, WI 54115

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of the **City of De Pere, a Wisconsin municipal corporation**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
_____
My appointment expires: _____

Cell Site No.: WI6443
Cell Site Name: City of De Pere WT
Fixed Asset No.: 10083186
Market: IL / WI
Address: 1501 Merrill Street, De Pere, WI 54115

TENANT ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC**, **a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
_____
My appointment expires: _____

Cell Site No.: WI6443
Cell Site Name: City of De Pere WT
Fixed Asset No.: 10083186
Market: IL / WI
Address: 1501 Merrill Street, De Pere, WI 54115

Exhibit 1 to Memorandum of Lease

Legal Description

Street Address: 1501 Merrill Street, De Pere, WI 54115

Parcel ID #: ED-1436-3

That certain Premises (and access and utility easements) on a portion of the real property described as follows:

LEASE PARCEL

A part of Lot 4 and Lot 12 of Williamson Subdivision of Private Claims No. 33 and 34, East side of Fox River, City of DePere, Brown County, Wisconsin containing 272 square feet (0.006 acres) of land and being described as.

Commencing at the Junction of the northerly extension of the Easterly line of vacated South Webster Avenue in Quinnette Plat with the Northerly line of Merrill Street; thence S65° - 00' – 34"E, 87.99' (Recorded as 88.1 feet); along the Northerly line of Merrill Street; thence N24° - 59' – 26"E 80.00 feet; thence S65° - 00' – 34"E 28.42 feet to the point of beginning; thence continuing S65° - 00' – 34"E 17.00 feet; thence S24° - 59' – 26"W 16.00 feet; thence N65° - 00' – 34"W 17.00 feet; thence N24° - 59' – 26"E 16.00 feet to the point of beginning. Together with a 12 foot wide Utility and Ingress/Egress Easement being 6 feet either side of and parallel to a line described as:

Commencing at the junction of the Northerly extension of the Easterly line of vacated South Webster Avenue in Quinnette Plat with the Northerly line of Merrill Street, thence S65° - 00' – 34E 181.76 feet along the Northerly line of Merrill Street to the point of beginning; thence N03° - 28' – 36"E 54.82 feet; thence N65° – 00 – 34"W 34.25 feet; thence N24° - 59' – 26"E 13.00 feet to the Southerly line of afore described LEASE PARCEL and the point of termination.

8 FOOT WIDE UTILITY EASEMENT

An 8 foot wide Utility Easement being a part of Lot 4 and Lot 12 of Williamson Subdivision of Private Claims No. 33 and 34, East side of Fox River, City of DePere, Brown Couty, Wisconsin containing 633 square feet (0.015 acres) of land and being 4 feet either side of and parallel to the following described line.

Docun

Commencing at the junction of the Northerly extension of the Easterly line of vacated South Webster Avenue in Quinnette Plat with the Northerly line of Merrill Street; thence S65° - 00' – 34"E 87.99 feet (Recorded as 88.1 feet); along the Northerly line of Merrill Street; thence N24° - 59' – 26"E 80.00 feet; thence S65° - 00' – 34"E 28.42 feet; thence S24° - 59' – 26"W 15.00 feet; thence S65° - 00' – 34"E 11.00 feet to the point of beginning; thence S24° - 59' – 26"W 13.00 feet; thence S65° - 00' – 34"EW 34.25 feet; thence S82° - 37' – 47"E 15.82 feet; thence S65° - 00' – 34E 16.00 feet to the point of termination.

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: March 3, 2021
RE: Consideration and possible action on AT&T's 1st Amendment Lease Agreement for Merrill Water Tower*

The City currently has a lease agreement with AT&T for their wireless facilities on the Merrill water tower and receives a current annual payment of $36,659.12. The original lease agreement (See attached) was originally approved on June 4, 2001 and is set to expire on June 3, 2021.

The City also has the following wireless companies with lease agreements on Merrill tower:

- Verizon - $21,301.92 annual payment
- T-Mobile - $36,951.36 annual payment
- Sprint - $42,277.92 annual payment

AT&T approached the City to renegotiate the lease agreement terms because they are currently in the process of re-evaluating their mapping network due to the change in demands of their customers. AT&T felt the current economics of the existing lease agreement had become unsustainable and had to be reduced if they were going to continue to have the Merrill water tower as a designated location for their wireless facilities for their network.

AT&T and staff negotiated the proposed the "First Amendment to Tower Lease Agreement" (See attached) extending the current lease agreement with the following terms:

- Lease shall renew for six (6) separate consecutive additional periods of five (5) years;
- Rent shall be $32,000 annually;
- Rent will increase 15% over the five (5) year term

Staff recommends approving the agreement.

Telecorp Realty, LLC
N922 Tower View Drive
Suite 100
Greenville, WI 54942

Document

Title

MEMORANDUM OF LEASE

Premises I.D.: ED-1436-3
Premises Location: 1501 Merrill
De Pere, WI 54115

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Tax Key No.:

This Memorandum of Lease is entered into effective as of March 12, 2002 by and between the City of De Pere (the "Lessor"), and TELECORP REALTY, L.L.C., a Delaware limited liability company ("Lessee"). Lessor and Lessee hereby acknowledge and confirm that they have entered into a certain Tower Lease Agreement dated June 4, 2001 ("Lease") affecting certain real estate and improvements thereon, if any, located at the above-described location and legally described on Exhibit A attached hereto and incorporated herein by this reference and certain access and utility easements appurtenant thereto ("Premises"). Some of the terms of the Lease are as follows:

1. The initial term of the Lease is for a period of Ten (10) years commencing on June 4, 2001. The Term of the Lease shall automatically renew for Three (3) additional successive and consecutive periods of Five (5) years each ("Renewal Terms"), subject to termination by Lessee in accordance with the terms of the Lease.

2. The Lease contains various provisions for the benefit of Lessee relating to interference with the operation of its equipment and restrictions on use of the real estate and improvements thereon, if any, for other communications devices.

3. Although this Memorandum of Lease does not include all of the terms and provisions of the Lease, constructive knowledge of all such terms and provisions is provided hereby and any person or entity interested in the real estate and improvements, if any, shall be deemed to have actual knowledge thereof and the duty to inquire regarding the specific terms and provisions of the Lease. Nothing contained herein shall be deemed to amend or modify the Lease in any way whatsoever and, in the event of any inconsistency between the terms of the Lease and this Memorandum of Lease, the terms and provisions of the Lease shall supersede and control.

MIL193

4. This Memorandum of Lease may be executed by the parties hereto on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties hereto notwithstanding that all the parties hereto are not signatories to the same counterpart.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease effective as of the date first above written.

LESSEE:

TELECORP REALTY, L.L.C.
By: TeleCorp Communications, Inc.
Its: Managing Member

By: _____
Print Name: Thomas H. Sullivan
Title: President

LESSOR:

CITY OF DE PERE
By: Michael J. Walsh, Mayor

By: Michael J. Walsh
Print Name: Michael J. Walsh
Title: Mayor

David G. Minten

By: David G. Minten
Print Name: David G. Minten
Title: Clerk-Treasurer

STATE OF WISCONSIN)
) ss.
COUNTY OF **Brown**)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Walsh & David Minten, personally known to me to be the Mayor & Clerk-Treasurer of the City of De Pere, a Municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such —, (s)he signed and delivered said instrument as — of said corporation, pursuant to authority given by the Board of Directors of said corporation as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of March, 2002.

Lara J Thomas
Notary Public

My commission is permanent/expires: 9/1/02

COMMONWEALTH OF VIRGINIA)
) ss.

COUNTY OF Arlington)

On this 14th day of January, 2003, before me appeared Thomas H. Sullivan to me personally known, who, being by me duly sworn, did say that he is the President of TeleCorp Realty, L.L.C., a Delaware limited liability company, and that said instrument was signed in behalf of said limited liability company, and said — acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My term is permanent/expires: 3/31/03

This document was drafted by:

Dave Sommer

EXHIBIT A

The Premises

LEASE PARCEL

A part of Lot 4 and Lot 12 of Williamson Subdivision of Private Claims No. 33 and 34, East side of Fox River, City of DePere, Brown County, Wisconsin containing 272 square feet (0.006 acres) of land and being described as:

Commencing at the junction of the Northerly extension of the Easterly line of vacated South Webster Avenue in Quinnette Plat with the Northerly line of Merrill Street; thence S65°–00'–34"E 87.99 feet (Recorded as 88.1 feet); along the Northerly line of Merrill Street; thence N24°–59'–26"E 80.00 feet; thence S65°–00'–34"E 28.42 feet to the point of beginning; thence continuing S65°–00'–34"E 17.00 feet; thence S24°–59'–26"W 16.00 feet; thence N65°–00'–34"W 17.00 feet; thence N24°–59'–26"E 16.00 feet to the point of beginning. Together with a 12 foot wide Utility and Ingress/Egress Easement being 6 feet either side of and parallel to a line described as:
Commencing at the junction of the Northerly extension of the Easterly line of vacated South Webster Avenue in Quinnette Plat with the Northerly line of Merrill Street; thence S65°–00'–34"E 181.76 feet along the Northerly line of Merrill Street to the point of beginning; thence N0J°–23'–36"E 54.82 feet; thence N65°–00'–34"W 34.25 feet; thence N24°–59'–26"E 13.00 feet to the Southerly line of afore described LEASE PARCEL and the point of termination.

8 FOOT WIDE UTILITY EASEMENT

An 8 foot wide Utility Easement being a part of Lot 4 and Lot 12 of Williamson Subdivision of Private Claims No. 33 and 34, East side of Fox River, City of DePere, Brown County, Wisconsin containing 833 square feet (0.015 acres) of land and being 4 feet either side of and parallel to the following described line:

Commencing at the junction of the Northerly extension of the Easterly line of vacated South Webster Avenue in Quinnette Plat with the Northerly line of Merrill Street; thence S65°–00'–34"E 87.99 feet (Recorded as 88.1 feet); along the Northerly line of Merrill Street; thence N24°–59'–26"E 80.00 feet; thence S65°–00'–34"E 28.42 feet; thence S24°–59'–26"W 16.00 feet; thence S65°–00'–34"E 11.00 feet to the point of beginning; thence S24°–59'–26"W 13.00 feet; thence S65°–00'–34"EW 34.25 feet; thence S82°–37'–47"E 15.82 feet; thence S65°–00'–34"E 16.00 feet to the point of termination.

MIL143A

TOWER LEASE AGREEMENT

This Tower Lease Agreement ("Lease") is entered into this 4th day of June, 2001 by and between the City of De Pere, a Wisconsin municipal corporation ("Landlord") and TeleCorp Realty, L.L.C, a Delaware Limited Liability Company ("Tenant").

In consideration of the terms and covenants of this Agreement and for other good and valuable consideration, the parties agree as follows:

1. Leased Premises. Subject to the terms and conditions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord certain portions of real property owned by Landlord located in the City of De Pere, Wisconsin, and described in Exhibit A attached hereto to install up to a maximum of nine (9) antennas on the water tower located on such property. The property which is the subject of this Agreement is subject to all existing easements, covenants, conditions, and restrictions of record, if any. This Lease includes certain space on Landlord's water tower located on the subject property.

2. Term. The initial term of this Lease shall be ten (10) years commencing upon after the last date of execution shown on this document. Thereafter, Tenant shall have the right to renew this lease for up to three (3) successive five (5) year renewal terms. Should Tenant choose not to renew this Lease, Tenant shall provide Landlord with written notice of nonrenewal at least sixty (60) days prior to the expiration of the current term. Tenant shall begin installation on the tower within one hundred twenty (120) days of entering into this lease. If Tenant has failed to install its equipment on the site described in this Lease within twelve (12) months of the signature of the Mayor on this Lease, even though all rent payments have been made, Landlord may choose to terminate this Lease. If termination is chosen, Landlord will inform Tenant in writing.

3. Extensions and Renewals. This Lease may be extended upon mutual agreement by both parties.

4. Rent.

(a) Rent shall be paid in equal quarterly installment, on the same day of the year as the Commencement Date, each year, in advance, to the City of De Pere or to such other person, form, or place as Landlord may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment due. The annual rent shall be seventeen thousand four hundred dollars ($17,400). On each anniversary of the Commencement Date, the annual rent shall be increased by an amount equal to the previous year's rent times the greater of the following: (1) four percent (4%); or (2) by an amount equal to the percentage increase in the CPI (Consumer Price Index as hereinafter defined) computed by comparing the CPI for the Base Month of the immediate preceding year. If the anniversary date of the Commencement Date occurs prior to the issuance of the CPI for the relevant month, then the increase provided herein shall be calculated promptly after the relevant anniversary of the Commencement Date occurs. The "CPI" means the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, Issued by the Bureau of Labor Statistics of the United States Department of Labor (1982-1984=100). If the CPI is converted to a different standard reference base or otherwise revised or replaced, the adjustment set forth in this paragraph shall be made with the use of the conversion formula published by the Bureau of Labor Statistics.

(b) Unless otherwise provided for in this Agreement, if this Lease is terminated at a time other than on the last day of the year, rent shall be prorated as of the date of

termination, and in the event of termination for any reason other than nonpayment of rent, all prepaid rents shall be refunded to Tenant.

(c) A landscape plan for the site shall be approved by Landlord prior to the Commencement Date of this Lease. A copy of this approved landscaping plan shall be attached hereto and incorporated herein as Exhibit B. Tenant, at its expense, shall install and maintain its landscape according to the approved landscaping plan. Tenant agrees to make the site improvements described on Exhibit B within the first six months of the Lease.

(d) All consideration to be provided by Tenant to Landlord shall be paid or provided to Landlord without offset. Landlord shall not be required to make any expenditure of any kind in connection with this Lease or make any repairs or improvements to the leased premises except as otherwise provided in this Lease. The rent hereunder is reserved on an absolute net basis. Tenant shall pay all taxes, assessments, insurance premiums, maintenance charges and any other charges, costs and expenses against the leased premises contemplated under any provision of this Lease which are incurred solely by reason of Tenant's improvements. Landlord shall provide to Tenant proof of such increase upon demand of Tenant.

5. Use/Compliance with Laws.

(a) Tenant may use the leased premises for the installation, operation and maintenance of facilities for the transmission and reception of radio communication signals in such frequencies as may be assigned to TeleCorp, PCS, Inc. by the Federal Communications Commission ("FCC") as managed and operated by Tenant, as amended from time to time and for the operation of related equipment in accordance with the provisions of this Lease and for no other purpose. Tenant shall use the leased premises in compliance with all federal, state, and local laws and regulations including, without limitation: all FCC and Federal Aviation Administration rules, in relation to any of its business activities or other operations conducted upon, above, or adjacent to the premises; the American National Standards Institute's ("ANSI") Safety Levels with respect to Human Exposure to Radio Frequency Electromagnetic Fields as set forth in the current ANSI standard or any FCC standard which supersedes these standards. If, for any reason, Tenant's use of the leased premises fails to comply with any federal, state or local law and Tenant fails to bring its use within compliance within thirty (30) days of written notice of such noncompliance, this Lease shall be terminated as provided herein, unless sooner authorized by such law. Landlord agrees to reasonably cooperate with Tenant in obtaining, at Tenant's expense, all Federal Government and/or State of Wisconsin licenses and permits required for Tenant's use of the leased premises. Tenant shall pay, as they become due and payable, all fees, charges, taxes, and expenses required for licenses and permits required for Tenant's use of the leased premises.

(b) If during the term of this Lease there is a determination made pursuant to an official unappealable order of the Federal Communications Commission that use of the site by Tenant poses a human health hazard which cannot be remediated, Tenant will immediately ceases all operations at the leased premises and this lease shall terminate as of the date of such order.

6. Installation of Improvements. Access. Utilities.

(a) Tenant shall have the nonexclusive right, at its sole cost and expense, to install certain improvements on the leased portions of the tower described in Exhibit A attached hereto, which improvements include communication transmitting and receiving antennas (the "Antenna Facilities") and structures to store Tenant's equipment. Prior to commencing

construction, Tenant shall submit plans and specifications for all improvements to Landlord for Landlord's written approval. Such plans and specifications as approved by Landlord shall be attached as Exhibit C. All such improvements shall be constructed in accordance with Landlord's specifications and according to a site plan approved by Landlord. Tenant's installation of all such equipment, personal property, and facilities shall be done according to the plans approved by Landlord and no equipment or property shall be subsequently relocated on the property without Landlord's approval, which approval shall not be unreasonably withheld, delayed, or conditioned.

(i) Prior to commencing construction, Tenant shall also provide Landlord with the name of the contractor that will be constructing the improvements. The contractor is subject to the prior written approval of Landlord, within five (5) working days of Notice to Landlord, which shall not, unless Tenant fails to provide the Indemnification and Hold Harmless Agreements as required by paragraph 20, below, be unreasonably withheld. All improvements shall be constructed in a professional manner and shall be completed in compliance with all applicable laws, rules, ordinances and regulations.

(ii) Any damage done to the property or tower described in Exhibit A due to the Tenant's actions during installation or during operations shall be immediately repaired at Tenant's expense and returned to prior condition to Landlord's satisfaction. Tenant shall not permit any claim or lien to be placed against any part of the leased premises that arises out of work, labor, material or supplies provided or supplied to Tenant, its contractors or subcontractors, for the construction, installation, operation, maintenance or use of the leased premises or its Antenna Facilities, equipment, or personal property.

(b) Tenant may update or replace the Antenna Facilities from time to time with the prior written approval of Landlord, within five (5) working days of Notice to Landlord, provided that the replacement facilities are not greater in number or size than the existing facilities and provided that their location on the leased portion of the tower is satisfactory to Landlord. Tenant shall submit to Landlord a proposal for any such replacement facilities and for any supplemental materials as may be reasonably requested by Landlord's evaluation and approval, which approval shall not be unreasonably withheld or delayed. All costs for required structural studies will be paid by Tenant.

(c) Tenant shall have the nonexclusive right, at its sole cost and expense, to operate and maintain on the leased portion of the property described in Exhibit A attached hereto, the improvements described in Exhibit C and installed pursuant to Paragraph 6(a) of this Lease. The Antenna Facilities, structures, and all equipment stored or operated therein for the benefit of Tenant shall remain the exclusive property of Tenant, subject to the provisions of Paragraph 9(c) of this Lease. No equipment shall be stored on the property outside of the structures and all appropriate permits must be obtained prior to construction and use of the structures.

(d) At all times during this Lease, Landlord hereby grants to Tenant a nonexclusive easement for ingress, egress and access over the property which gives Tenant access to the structures and to the base of the tower at no additional charge to Tenant. The location of such easement shall be depicted on Exhibit A. Landlord expressly reserves the right to locate such nonexclusive easement at any time at Landlord's cost to any location on Landlord's property deemed appropriate by Landlord, provided that Landlord provides uninterrupted access to the premises during the period of relocation and such relocated easement provides Tenant with reasonable access to the leased premises of similar or better quality as the original access.

(e) Tenant, at all time during this lease, shall have access to the property in order to install, operate, and maintain its transmission facilities. Tenant shall have standard access to the tower only during regular water utility working hours (Monday-Friday, 7 a.m.-3 p.m.) with the approval of Landlord and in the presence of an employee of Landlord. Tenant shall request access to the tower 24 hours in advance and Landlords approval thereof shall not be unreasonably withheld or delayed. Tenant shall have access to the property at other times only for emergency purposes. Landlord will respond on two hours notice from Tenant of the emergency. Landlord will provide Tenant with the pager number for a responsive agent of Landlord for such purposes. If Landlord needs to notify Tenant of an emergency need to access Tenants facilities, Tenant will respond on 2 hours notice from Landlord. Tenant shall provide Landlord with the pager number for a responsive agent of Tenant. Tenant and Landlord will use all reasonable efforts to provide emergency response. Access will not be unreasonably withheld or delayed. Tenant will pay Landlord for all emergency labor overtime costs incurred in providing emergency response to Tenants request. Such emergency labor overtime costs shall not exceed said labor costs under the City's bargaining contract with its Water Utility workers, said cost to be adjusted annually per the labor contract.

(f) Tenant shall separately meter changes for the consumption of electricity and any other utilities associated with use of the leased premises and shall pay all costs associated therewith. All utilities will be buried unless they conflict with existing underground utilities.

(g) Tenant, at its expense, shall provide Landlord with as-built planning and engineering drawings of the equipment installed on the tower and improvements installed on the property which show the actual location of all equipment and improvements. These drawings need not include any proprietary information. Such drawings shall be accompanied by complete and detailed inventory of all equipment, personal property and Antenna Facilities actually placed on the tower. A site plan will be provided showing the proposed placement of the structures. In the event Tenant makes any modifications as provided in paragraph 6(b), above, Tenant shall provide Landlord with updated as-built planning and engineering drawings as specified in this paragraph.

(h) Tenant shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antenna Facilities, structures, and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

(i) Tenant will adhere to all OSHA safety requirements.

(j) There will be no advertising on the site or on any structure on the site.

(k) All antenna panels will be painted to match the water tower.

(l) Any additional costs for servicing or maintaining the tower that are due to the presence or the installation of Tenant's antennas, structures, or any other equipment, will be the responsibility of Tenant. Tenant shall remove graffiti on Tenant's antennas, structures, or any of its other equipment within fifteen (15) days of written notice from Landlord. Should Tenant fail to remove such graffiti within that fifteen (15) day period, Landlord may remove the graffiti at Tenant's expense.

(m) Tenant's rights under this Lease are nonexclusive, and Landlord reserves the right to make space available on the Tower for lease by other personal communications services or cellular providers ("Other Providers"). Landlord also reserve the right to permit the

Other Providers the right to use and construct such ancillary buildings or facilities on the leased premises as may be reasonably necessary in connection with the communications operations of the Other Providers, provided they do not interfere with Tenant's operations.

(n) Tenant shall design, place, and improve all of its Antenna Facilities, structures, and personal property in a manner that will keep negative aesthetic impact held to a minimum practical level. Landlord reserves the right to require that Tenant shield Antenna Facilities and/or structures from view and take such other reasonable and appropriate action(s) as Landlord from time to time determines necessary or convenient to minimize aesthetic impact.

(o) Landlord reserves the right to determine when the Tower subject to this Lease shall be repainted, repaired or replaced. Landlord shall notify Tenant at least ninety (90) days in advance of the date when the Tower to which Tenant's Antenna Facilities are attached (the "Tower") is scheduled to be painted, repaired, or replaced. Landlord shall decide, after consulting with Tenant, which of the following two options shall be used. Option 1: Shortly before the date at which the Tower is to be removed for painting, repair or replacement; Tenant, at its sole expense, shall place a temporary antenna array on a crane parked near the site on the subject property. Tenant shall then remove the antennas from the Tower and the painting/repair/replacement shall proceed as it normally does. Once the painting/repair/replacement is completed, Tenant, at is sole expense, shall then reattach the antennas where they were. The antennas shall then be painted by Landlord at Tenant's expense to match the newly painted Tower. Option 2: Landlord may temporarily relocate the Antenna Facilities to another Tower owned and operated by Landlord until the painting/repairs/replacement is completed. Once the painting/repair/replacement is completed, Tenant, at its sole expense, shall then reattach the antennas where they were. The antennas shall the be painted by Landlord at Tenant's expense to match the newly painted Tower.

7. Reasonable Approval. Both parties shall not unreasonably withhold, delay, or condition approvals required under this Lease.

8. Interference.

(a) Tenant's installation, operation, and use of its transmission facilities under this Lease shall not damage or interfere in any way with Landlord's water tower operations or related repair and maintenance activities. Landlord, at all times during this Lease, reserves the right to take any action it deems necessary in its sole discretion, to repair, maintain, alter, or improve the leased premises and to temporarily interfere with Tenant's personal property, equipment, Antenna Facilities, or structures as may be necessary in order to carry out any of such activities. Landlord agrees to give reasonable advance notice of at least thirty (30) days unless necessitated by emergency of such activities to Tenant and to reasonably cooperate with Tenant to carry out such activities with a minimum amount of interference with Tenant's transmission operations.

(b) Landlord shall not guarantee to Tenant and make no warranties or representations regarding Tenant's exclusive use of the Premises or non-interference with Tenant's transmission operations or that the subject property or utilities serving it, if any, are fit for Tenant's intended use; and all such warranties and representatives are hereby disclaimed. Notwithstanding the above, and subject to paragraph 6(m), above, in the event any other party requests permission to place any type of additional antenna or transmission facility on the tower or the property after Tenant, this paragraph will govern the determination of whether such antenna or transmission facility will interfere with Tenant's transmission operations. If Landlord

receives any such request, it shall submit the proposal to Tenant for review for non-interference. Tenant shall have thirty (30) days following receipt of said proposal to make any objections thereto and failure to make any objection within said 30 day period shall be deemed consent by Tenant to the installation of antennas or transmission facilities pursuant to said proposal. Any dispute between Landlord and Tenant regarding the proposed additional installation and its potential for interference with Tenant's transmission operation shall be resolved by submitting the issue for decision to an independent third party mutually agreed upon by Landlord and Tenant, whose decision regarding interference shall be binding on both parties hereto and whose expense shall be borne equally by both parties. If the independent third party's decision does not eliminate potential interference with Tenant's transmission operation, Tenant shall have the option to terminate this Lease, without penalty, and all obligations of Tenant to Landlord hereunder shall be null and void.

(c) In the event Tenant's transmission operations interfere with any type of radio or television reception or transmission of pre-existing parties in the transmission area, Tenant agrees to use reasonable best efforts to remedy such interference in accordance with applicable regulations and standards of the FCC and any other governing body. Tenant warrants that it shall maintain all of its Antenna Facilities in full compliance with all applicable regulations of the FCC and other governing bodies. Tenant will be responsible for correcting any intermod problems with pre-existing users of the property should they occur due to the equipment installed and operated by Tenant.

(d) Landlord represents that it shall require any future Lease Agreements of the subject property to contain substantially similar interference language as contained herein.

9. Termination.

(a) Except as otherwise provided herein, this Lease may be terminated by one party upon 30 days written notice to the other party as follows:

(i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within 20 days of receipt of written notice of default to the other party;

(ii) by Tenant if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the transmission facilities or Tenant's business;

(iii) by Tenant if the leased property is or becomes unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communication systems to which the Antenna Facilities belong;

(iv) by Landlord if it determines in its sole discretion that the tower is structurally unsound for use as a water tower, including, but not limited to, consideration of age of the structure, damage or destruction of all or part of the tower or the property from any source or factors relating to condition of the property; or

(v) by Landlord it Tenant's use of the property becomes illegal under any federal, state, or local law, rule, or regulation.

(vi) If, during the term of this Lease, Landlord determines that the leased premises are needed by Landlord, which cannot be suitably located elsewhere and which would exclude Tenant's Antenna Facilities and all other similar uses by any party other than Landlord itself, Landlord may require Tenant to relocate the Antenna Facilities and related structures and equipment to another location on the subject property or to other property owned or controlled by Landlord that is located in the general vicinity of the premises and reasonably suitable for Tenant's Antenna Facilities as reasonably determined by Tenant, which new location shall then constitute the subject property, leased premises, and the improvements subject to this Lease. Landlord shall be responsible for relocating Tenant's existing antenna facilities to the new site.

(vii) by Landlord, as provided in paragraphs 17 and 18 of this Agreement.

(b) If the Tower subject to this Lease is destroyed, dismantled or removed, and a replacement Tower is reconstructed anywhere on the subject property, Tenant shall have the right to place Tenant's Antenna Facilities on the new replacement Tower at Tenant's costs and in a similar manner as Tenant's Antenna Facilities on the existing Tower.

(c) Upon termination of this Lease for any reason, Tenant shall remove its equipment, personal property, Antenna Facilities, structures, and leasehold improvements from the Tower and the property within thirty (30) days after the date of termination and shall restore the Tower and the Property to the condition they were in on the commencement date of the term of this Lease, reasonable wear and tear excepted, all at Tenant's sole cost and expense. Landlord shall also give Nortel Networks, Inc. a copy of said notice of lease termination. Tenant, and/or Nortel Networks, Inc., may request, in writing, an additional thirty (30) days to vacate the premises. Such permission shall not be unreasonably withheld by Landlord. Any personal property, equipment, or other improvements which are not removed by either Tenant or Nortel Networks, Inc. by the end of the lease term shall either be removed by Landlord at Tenant's expense or shall become the property of Landlord, at Landlord's option, subject to any valid and existing purchase money security interests in and to such assets of Tenant.

10. Insurance.

(a) General. At all times during the term of this Agreement, Tenant shall keep in force and effect all insurance policies as outlined below, issued by a company or companies licensed to do business in the State of Wisconsin and which companies have a "A-" or better rating in Best's Guide. Such approval shall not be unreasonably withheld, conditioned, or delayed. All contractors and all of their subcontractors who perform work on the property shall carry, in full force and effect, worker's compensation, commercial general liability and automobile liability insurance coverages of the type that Tenant is required to obtain under this paragraph with the same limits. Upon the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Tenant will furnish Landlord with a Certificate of Insurance. The Certificate shall reference this Agreement and Worker's Compensation and property insurance waivers of suborgation required by this Agreement. Landlord will be given thirty (30) days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. Landlord, its City Council, and any other of its boards, commissions, agencies, officers, employees, and representatives (collectively, "Additional Insured Parties") shall be named as Additional Insured Parties under all of the policies except worker's compensation policies, which shall be so stated in the Certificate of Insurance and such insurance shall be primary. All policies, other than worker's compensation, shall be written on an

occurrence and not on a claims basis. Tenant shall defend, indemnify, and hold harmless Landlord and Additional Insured Parties from and against payment of any deductible and payment of any premium on any policy required under this paragraph.

(b) Worker's Compensation and Employer's Liability Insurance. Statutory worker's compensation benefits and employer's liability insurance with a limit of liability no less than $100,000 each incident. Tenant shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

(c) Commercial General Liability Insurance. Policy will be written to provide coverage, for but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad from property damages, independent contractor's coverage, and coverage for property damage from perils of explosion, collapse or damage to underground utilities (commonly know as XCU coverage). Limits of liability not less than $1,000,000 general aggregate, $1,00,000 products/completed operations aggregate, $1,000,000 personal injury, $1,000,00 each occurrence. Coverage shall not exclude claims or suits that arise from the effects of electromagnetic fields or radiation. To the extent such coverage cannot be obtained through commercial general liability insurance, Tenant shall obtain equivalent insurance to insure the property against environmental hazards.

(d) Automobile Liability Insurance. Business automobile policy covering all owned and hired private passenger autos and commercial vehicles. Limits of liability not less than $300,000 per each occurrence ($1,000,000) aggregate.

(e) Umbrella Liability Insurance. Coverage to be in excess of employer's liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than $4,000,000 each occurrence, $4,000,000 aggregate.

The aforesaid limits of liability may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgements or the passage of state, federal, or other governmental compensation plans or laws which would materially increase or decrease Landlord's or Tenant's exposure to risk.

(f) Worker's Compensation Waiver of Subrogation. Landlord shall not be liable to Tenant, Tenant's contractors or their subcontractors, for any injuries to Tenant's employees or those of its contractors of their subcontractors arising out of, or in connection with, the grant of this Agreement, including any and all work of any type performed upon the premises or property, including injuries arising during equipment installation, alteration, modification, improvement, maintenance, repair, replacement, or use, or ingress or egress to or from the property unless caused by the willful acts, bad faith, or the negligence of Landlord, its agents or employees.

Tenant and Tenant's contractors and their subcontractors shall each waive any and all right of recovery from Landlord for worker's compensation claims made by their respective employees and shall obtain such waiver from their worker's compensation insurer. Tenant, for itself and its contractors and their subcontractors, agrees that the indemnification and hold harmless provisions within this Agreement extend to any such claims brought by or on behalf of any employee or Tenant, any contractor of Tenant, or their subcontractors.

(g) Property Insurance. Each party will be responsible for maintaining property insurance in its own buildings and other improvements, including all equipment, fixtures, utility structures, fencing, or support systems that may be built or placed upon the site fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance or self-insure against such exposures with a bona fide and adequately funded self-insurance plan. Notwithstanding any provision of this Agreement to the contrary, Tenant and Landlord hereby release each other from, and waive all rights against each other for, any loss or damage to the property caused by fire or other peril commonly covered by an "extended coverage" insurance policy, even of such loss or damage is caused by the fault or negligence of the other party or anyone for which such party is responsible. Tenant and Landlord agree that to the extent any such policy of insurance provides a right of subrogation in the insurer, each will obtain from its insurance carrier a waiver of subrogation for the matters here described in any such policy of insurance. The policies will provide such waivers of subrogation by endorsement or otherwise.

11. Damage or Destruction of Property. If the property, tower, or Antenna Facilities are destroyed or damaged so as, in Tenant's judgement, to render the site unusable as an antenna facility, Tenant may elect to terminate this Lease upon 30 days written notice to Landlord. In the event Tenant elects to terminate the Lease, Tenant shall be entitled to reimbursement of rent paid for the period that the property was unusable.

12. Indemnification. Tenant shall defend, indemnify and hold harmless Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, whether existing now or in the future, and their respective officials, departments, agencies, counties, boards, representatives, employees, agents, contractors and attorneys (collectively "Indemnified Parties") against any and all liability, claims, costs, damages, expenses, demands, lawsuits or disputes (including reasonable attorney fees of counsel selected by Landlord and all other costs and expenses of litigation) except to the extent caused by or attributed to the negligence or intentional and willful acts of Landlord, it agents, employees, contractors or servants, arising in any way from (i) any condition, occurrence, or accident upon the property which causes injury or illness to any person or persons whomsoever or to any property whatsoever arising in any way from the installation, presence, operation, maintenance, or removal of the communications facilities; (ii) work, labor, material, or supplies provided or supplied to Tenant, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the premises or communications facilities, including any claim or lien arising therefrom; (iii) Tenant's breach of any warranty, representation, obligation, or other provision of this Lease; and (iv) any financing or securities offering by Tenant or its affiliates for violations of common law or any laws, statutes, or regulations of the State of Wisconsin or United States, including those of the Federal Securities and Exchange Commission, whether by Tenant or otherwise. This indemnification language specifically includes, among other things, any and all liability related to, or associated with, exposure to electromagnetic fields or radio frequencies.

13. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to Landlord: City of De Pere
City Administrator
335 South Broadway
De Pere, Wisconsin 54115
Phone #: (414) 339-4044

If to Tenant: TeleCorp Realty, L.L.C.
1010 N. Glebe Road, Suite 800
Arlington, VA 22201
Attention: General Counsel

14. Representations and Warranties.

(a) Landlord warrants that (i) it has full right, power, and authority to execute this Lease; and (ii) it has good and unencumbered title to the property free and clear of any liens or mortgages, except as may be disclosed by review of title. Landlord warrants that Tenant shall have the quiet enjoyment of the property during the term of this Lease in accordance with its terms.

(b) Tenant represents and warrants that its use of the subject property will not generate any hazardous substances, that it will not unlawfully store or dispose on the leased premises or unlawfully transport to or over the subject property any hazardous substances, and that its Antenna Facilities, structures, and equipment do not constitute or unlawfully contain and will not generate any hazardous substance.

(c) Landlord represents that it has no knowledge of any toxic or hazardous substances or chemicals in excess of naturally occurring concentrations on the site that are identified as hazardous or toxic in any applicable federal, state, or local law or regulation.

(d) "Hazardous substance" shall be interpreted to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local laws, regulations or rules now or hereafter in effect, including any amendments. Tenant shall defend, indemnify, and hold harmless Indemnified Parties from and against any and all liability, loss, cost, damage, and expense, including reasonable attorney fees arising out of the release, threatened release, storage or discovery of any such hazardous wastes or hazardous substances on, under or adjacent to the subject property as a result of activities of Tenant.

(e) Each party hereby agrees to defend, indemnify, and hold harmless the other party and its respective officials, departments, agencies, boards, representatives, officers, directors, owners, employees, agents, contractors, attorneys, successors and assigns from and against any and all liability, loss, cost, damages, and expense, including reasonable attorney fees which may arise in the event of breakage, leakage, incineration, or other disaster occurring on the Landlord's or any adjacent property which is caused by the indemnifying party, or any release of any hazardous waste or substance from materials owned or operated by Tenant.

(f) Tenant, at its own cost, has the right to obtain an environmental analysis, engineering study and a title commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Tenant, such environmental analysis, engineering study or title commitment shows any defects of title or any liens or encumbrances which may adversely affect Tenant's use of the property or such environmental analysis or engineering study is deemed unsatisfactory in Tenant's reasonable discretion, Tenant shall have the right to cancel this Lease immediately upon written notice to Landlord.

15. Assignability. Tenant may not assign or sublet this Lease without the prior written consent of Landlord except to any entity which controls, is controlled by, or is under the common control with Tenant, or to any entity resulting from any merger or consolidation with Tenant, or to any partner of Tenant, or to any partnership in which Tenant is a general partner, or to any person or entity which acquires all of the assets of Tenant as a going concern, or to any entity which obtains a security interest in a substantial portion of Tenant's assets.

16. Taxes: No Liens. Tenant shall pay, and responsible for, any and all personal and real estate taxes and assessments, general and special, levied and assessed against, or with respect to, or measured by, the leased premises and the communications facilities. If any sales, use, income, or other tax is ever assessed or levied against the Lease fee, charges payable by Tenant under this Lease or that otherwise relates in any way to this Lease, Tenant shall pay that tax upon demand by Landlord. Tenant shall not do anything which might cause or result in, and shall not permit the filing of, a lien against any part of the property, whether filed against Landlord or Tenant.

17. Default. Tenant shall be deemed in default hereunder upon occurrence of any of the following events: (a) Tenant defaults in the payment of the Lease fee or any other sums to Landlord when due and does not cure that default within fifteen (15) days of receipt of written notice of default; (b) Tenant default in the performance of any other term of this Lease or any other agreement between Tenant and Landlord and does not cure that default within thirty (30) days after written notice thereof by landlord, provided that such period shall be extended as reasonably necessary in the event that Tenant is proceeding in good faith with due diligence to cure such default but is unable to do so within thirty (30) days; (c) Tenant abandons or vacates the property, excepting those provisions contained herein; (d) Tenant files for relief under federal bankruptcy laws or makes any assignment for the benefit of creditors; or (e) Tenant becomes insolvent.

18. Remedies on Default. Subject to paragraph 17 above, in the event of any default by Tenant, Landlord may, in addition to any other remedy it may have under law, serve a written notice upon Tenant that Landlord elects to terminate this Lease upon a specified date not less than ten (10) calendar days after the date of service of such notice, and this Lease shall expire on the date so specified as if that date had been originally fixed as the expiration date of the term granted herein. In the event this Lease is so terminated, Tenant shall immediately pay Landlord a sum of money equal to the total of (a) the unpaid consideration accrued through the date of termination plus one months rent; (b) all consideration reserved for the balance of the current two (2) year term of this Lease (as if the term had not expired as a result of termination); and (c) all other amounts reasonably necessary and documented to compensate Landlord for damages caused by Tenant's failure to perform reasonable attorney's fees and costs incurred as a result of such default.

19. Survival of Provisions. All indemnification obligations of Tenant under this Lease shall survive the expiration of earlier termination of this Lease.

20. Assumption of Risk. Tenant undertakes and assumes for its officers, agents, affiliates, and employees (collectively "Tenant" for the purpose of this paragraph) all risk of dangerous conditions, if any, on or about the property. Tenant shall provide Landlord Indemnification and Hold Harmless Agreements signed by Tenant and all contractors and subcontractors, which substantially conform with paragraph 12 (ii) herein, which shall indemnify and save harmless Landlord for all claims/injuries as provided therein.

21. Successors and Assigns. This Lease shall run with the property described in Exhibit A. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

22. Miscellaneous.

(a) Each party agrees to furnish the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification or amendment to this Lease must be in writing and executed by both parties.

(c) This Lease shall be construed in accordance with the laws of the State of Wisconsin.

(d) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(e) Upon Landlord's request, Tenant shall provide Landlord with copies of all petitions, applications, reports and communications submitted by Tenant to the FCC, Securities and Exchange Commission or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting this Lease or Tenant's operation of its Antenna Facilities.

(f) Nothing contained in this Lease shall limit or interfere with, or be construed to limit or interfere with, any of Landlord's regulatory powers, including, Landlord's authority to enforce its municipal ordinances, include its zoning code.

(g) No provision of this Lease is intended to be, or shall be construed as, a waiver for any purpose by Landlord of the provisions of Section 893.80 of the Wisconsin Statutes or other applicable limits on municipal liability. No indemnification provision contained in this Lease shall be construed to in any way limit any other indemnification provision contained in this Lease.

23. Attorney Fees. Tenant covenants and agrees to pay and discharge all reasonable costs, attorney fees, and expenses which shall be made and incurred by Landlord in the negotiation and preparation of this Lease, which fees (including costs and expenses) shall not exceed actual expenses of $1,000. The parties understand that payment of this amount by Tenant under this paragraph shall be in satisfaction of any obligations to pay attorney fees and expenses under any of the agreements or conditions named in this paragraph. This Lease shall not become effective until such fees and costs are paid.

24. Title/Lien Waiver.

Title to Tenant's communication equipment, antenna, cabling and lines and all other property of Tenant ("Tenant's Equipment") shall be held by Tenant. Tenant's Equipment shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove all Tenant's Equipment at its sole expense before or within thirty (30) days subsequent to the expiration or earlier termination of the Agreement; provided, however, that Tenant is not in default of the Agreement and Tenant repairs any damage to the Leased Premises caused by such removal.

Notwithstanding any language to the contrary contained herein, Lessor does hereby waive any security interest or lien, inclusive of landlord's lien, whether arising under contract, common law, statute or otherwise in and to Tenant's Equipment and other improvements and personal property of Tenant located in, on or about the Tower, Leased Premises or real property.

END OF TERMS

THE UNDERSIGNED LESSOR HEREBY AGREES TO LEASE THE ABOVE MENTIONED PROPERTY ON THE TERMS AND CONDITIONS SET FORTH HEREIN.

CITY OF DE PERE, LESSOR

Michael J. Walsh

Michael J. Walsh, Mayor

David G. Minten

David G. Minten, Clerk-Treasurer

Personally came before me this 4th day of June, 2000, the above mentioned Michael J. Walsh and David G. Minten to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Sara J Thomas

Notary Public, Brown County, Wisconsin

My Commission expires 9/1/2002

(is permanent)

TELECORP REALTY, L.L.C.

By: Telecorp Communications, Inc

Its: Managing member

By: _____

Name: Gerald T. Vento

Title: CEO

Personally came before me this 21 day of May, 2000, the above mentioned Gerald L. Vento to me known to be the person who executed the foregoing instrument and acknowledge the same.

Amy Murray
Notary Public, Arlington County, ~~Wisconsin~~ Virginia
My Commission expires 6·30·2002
(is permanent)

EXHIBIT A

The Premises

LEASE PARCEL

A part of Lot 4 and Lot 12 of Williamson Subdivision of Private Claims No. 33 and 34, East side of Fox River, City of DePere, Brown County, Wisconsin containing 272 square feet (0.006 acres) of land and being described as:

Commencing at the junction of the Northerly extension of the Easterly line of vacated South Webster Avenue in Quinnette Plat with the Northerly line of Merrill Street; thence S65°-00'-34"E 87.99 feet (Recorded as 88.1 feet); along the Northerly line of Merrill Street; thence N24°-59'-26"E 80.00 feet; thence S65°-00'-34"E 28.42 feet to the point of beginning; thence continuing S65°-00'-34"E 17.00 feet; thence S24°-59'-26"W 16.00 feet; thence N65°-00'-34"W 17.00 feet; thence N24°-59'-26"E 16.00 feet to the point of beginning. Together with a 12 foot wide Utility and Ingress/Egress Easement being 6 feet either side of and parallel to a line described as:
Commencing at the junction of the Northerly extension of the Easterly line of vacated South Webster Avenue in Quinnette Plat with the Northerly line of Merrill Street; thence S65°-00'-34"E 181.76 feet along the Northerly line of Merrill Street to the point of beginning; thence N03°-28'-36"E 54.82 feet; thence N65°-00'-34"W 34.25 feet; thence N24°-59'-26"E 13.00 feet to the Southerly line of afore described LEASE PARCEL and the point of termination.

8 FOOT WIDE UTILITY EASEMENT

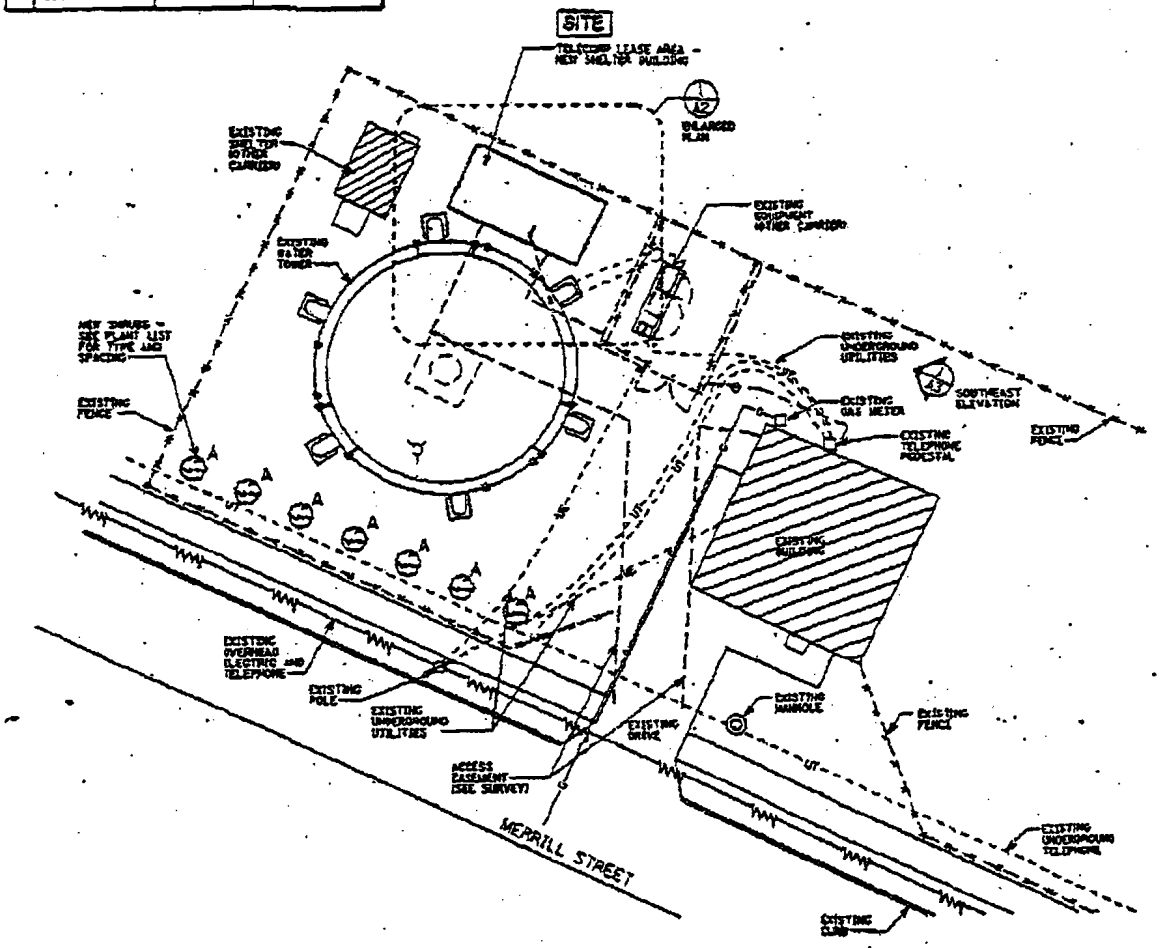
An 8 foot wide Utility Easement being a part of Lot 4 and Lot 12 of Williamson Subdivision of Private Claims No. 33 and 34, East side of Fox River, City of DePere, Brown County, Wisconsin containing 633 square feet (0.015 acres) of land and being 4 feet either side of and parallel to the following described line:

Commencing at the junction of the Northerly extension of the Easterly line of vacated South Webster Avenue in Quinnette Plat with the Northerly line of Merrill Street; thence S65°-00'-34"E 87.99 feet (Recorded as 88.1 feet); along the Northerly line of Merrill Street; thence N24°-59'-26"E 80.00 feet; thence S65°-00'-34"E 28.42 feet; thence S24°-59'-26"W 16.00 feet; thence S65°-00'-34"E 11.00 feet to the point of beginning; thence S24°-59'-26"W 13.00 feet; thence S65°-00'-34"EW 34.25 feet; thence S82°-37'-47"E 15.82 feet; thence S65°-00'-34"E 16.00 feet to the point of termination.

EXHIBIT B

Landscape Plan

PLANT LIST			
	BOTANICAL NAME	COMMON NAME	DESCRIPTION
A	THUJA OCCIDENTALIS	AMERICAN ARBORVITAE	3' TO 4' TALL 10'± O.C.



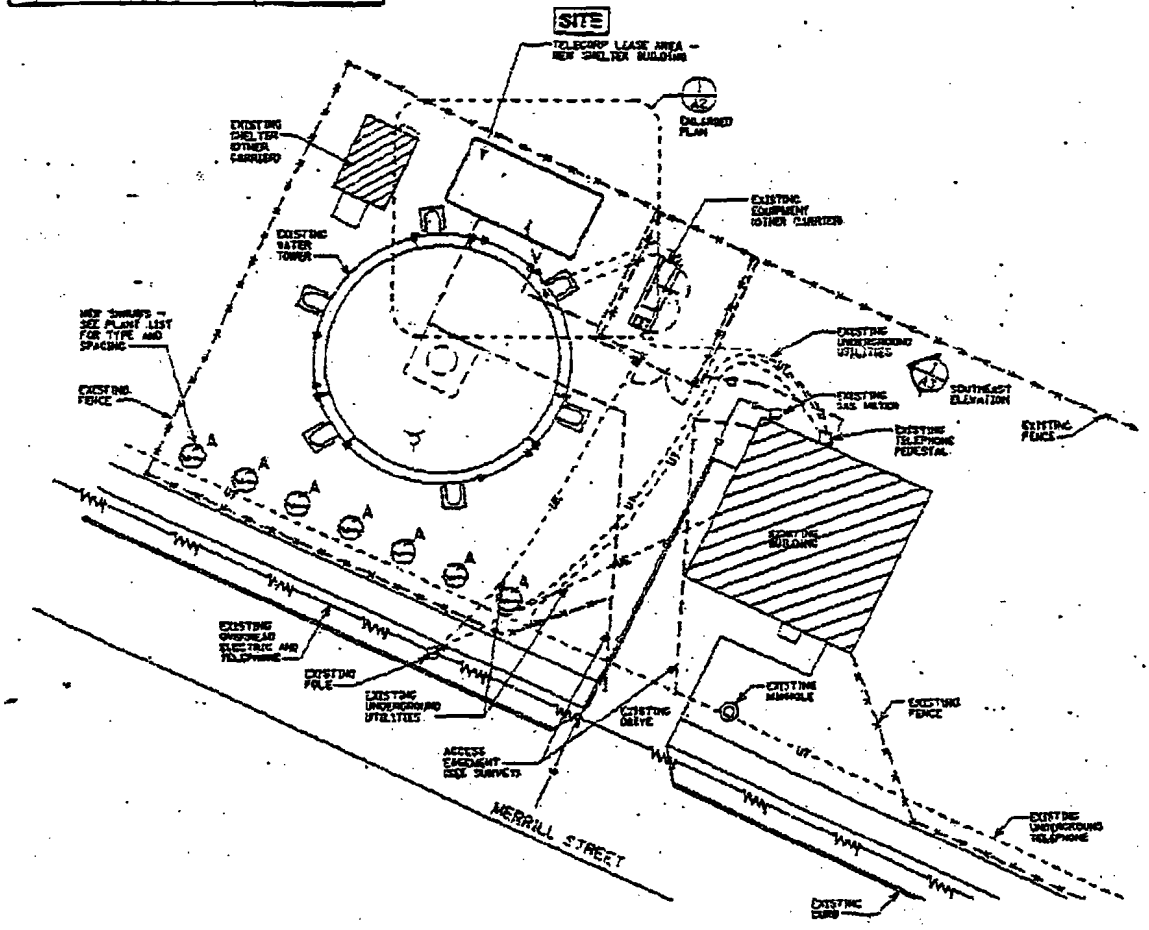
1 SITE PLAN
SCALE: 1" = 20'-0"

SITE LEGEND	
EXISTING	PROPOSED
SAS	SANITARY SEWER
STS	STORM SEWER
W	WATER MAIN
	RIGHT OF WAY LINE
	SURFACE MARKING
	LIGHT STANDARD
	STREET LIGHT
512.75	SPOT ELEVATION
	CONTOUR
G	GAS MAIN
	PETROLEUM
	MANHOLE
	CATCH BASIN
	VALVE
	VALVE IN VAULT
	FIRE HYDRANT
	GARDNER LINE
	FENCE
UE/UT	UNDERGROUND UTILITY
	UTILITY POLE
	OVERHEAD UTILITY LINE
	BUILDING
	PROPERTY LINE

EXHIBIT C

Site Plan

PLANT LIST			
	BOTANICAL NAME	COMMON NAME	DESCRIPTION
A	THUJA OCCIDENTALIS	AMERICAN ARBORVITAE	3' TO 4' TALL 10'± O.C.



SITE LEGEND	
(E) EXISTING	PROPOSED
SANITARY SEWER	SAS
STORM SEWER	STS
WATER MAIN	W
RIGHT OF WAY (R/W)	
DRAINAGE DIRECTION	
LIGHT STANDARD	
STREET LIGHT	
SPOT ELEVATION	XXX.XX
CONTOUR	XXX
GAS MAIN	G
PETROLEUM	P
MANHOLE	
CATCH BASIN	
INLET	
VALVE IN BOX	
FIRE HYDRANT	
EASEMENT LINE	
FENCE	
UNDER UTILITY	
UTILITY POLE	
OVERHEAD UTILITY LINE	
BUILDING	
PROPERTY LINE	

1 SITE PLAN
SCALE: 1" = 20'-0"

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 16, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #21-31 Approving Annual Report Under Municipal Separate Storm Sewer System (MS4) Permit and its Submission to the Wisconsin Department of Natural Resources (DNR).**

The Board of Public Works at the March 8, 2021 meeting approved the City of De Pere 2020 Draft MS4 General Permit and its submission to the Wisconsin Department of Natural Resources and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso21-31 (PDF)
- 2021 0308 CI_BOPW-WDNR MS4 Annual Permit (PDF)
- 1-DRAFT - MS5550-CITY_OF_DE_PERE_2020_MS4_ANNUA (PDF)
- 2-MS4 Activity Summary (PDF)
- 3-INSPECTION CHECKLIST POND (PDF)
- 4-Storm Water Facility Inventory (PDF)
- 5-2020 Map Update Summary (PDF)
- 6-2020 MS4 BASIN UPDATES (PDF)
- 7-MS4 TMDL MAPS (PDF)
- 8-2020 Outfall Update (PDF)
- 9-MAJOR AND MINOR OUTFALLS ID MAPS (PDF)
- 10-2020 Ashwaubenon Creek Changes (PDF)
- 11-2020 East River Basin Changes (PDF)
- 12-2020 Fox River Basin Changes (PDF)
- 13-2020 NEWSC OUTREACH REPORT (PDF)
- 14-2021 0216 Written Storm Water Management Programs_Appendices (PDF)

RESOLUTION #21-31

APPROVING ANNUAL REPORT UNDER MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT AND ITS SUBMISSION TO THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR)

WHEREAS, the DNR has issued an MS4 Permit (Permit No. WI-S050075-03) to the City which regulates City's storm water management program; and

WHEREAS, as an MS4 Permit Holder, the City is required to submit an annual report to the DNR by March 31st of each year; and

WHEREAS, the attached Annual Report Under Municipal Separate Storm Sewer System (MS4) Permit No. WI-S050075-03 has been reviewed and is recommended for approval by the Board of Public Works; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves the City Annual Report under MS4 Permit No. WI-S050075-03 to be submitted to the DNR on or before March 31, 2021.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of March, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 3/8/2021

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: March 8, 2021

RE: **Consider Draft 2020 Annual Report for the Wisconsin Department of Natural Resources MS4 General Permit***

The City has been issued a Wisconsin Pollutant Discharge Elimination System Number WE-S050075-03 permit to discharge storm water from the Wisconsin Department of Natural Resources (WDNR). The City is required to complete an annual report as part of the permit. There are five different components to the permit that the City is responsible to complete during the permit five year cycle. These items include:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Pollutant Control
- Post-Construction Storm Water Management
- Pollution Prevention

The Engineering Department has attached the draft Annual Report under MS4 General Permit for the 2020 calendar year and it is attached for your review. The Report identifies activities that the City has completed in 2020 to meet our MS4 General Permit for storm water discharge. Highlights from the 2020 Report include:

- Membership in the Northeast Wisconsin Stormwater Consortium (NEWSC) which helps the City meet the requirements for Public Outreach and Education and Public Involvement and Participation.
- Completed storm water pond construction for Garrity's Glen subdivision on the southwest side of the City.
- Installed storm sewer and/or laterals on Outward Avenue, Voelker Street, Merrill Street, and Quinette Lane to address drainage issues.
- Upsized storm sewer on Merrill Street due to 2019 street flooding.
- Performed extensive swale cleaning and brush clearing in 2020 including the Charles Street swale and Shelly Lane swale
- Cleaned and televised 22,000 linear feet of storm sewer.
- Spring and fall leaf collection.
- Spring and fall brush collection.
- Street sweeping.
- Inspected all storm water management ponds in the City.

For the 2021, permittees are required to develop a written program for meeting MS4 General Permit requirements. This is to be submitted to the WDNR by March 31st, 2021. Staff has prepared a draft written program and it has been attached for your review. The document provides additional detail on the City's storm water management program including how we intend to meet new requirements for Public Education and Outreach and Public Involvement and Participation.

Staff recommends the Board of Public Works approve the Annual Report and Written Storm Water Management Program for submittal to the WDNR.

Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted.**

Reporting Information

Will you be completing the Annual Report or other submittal type? (•) **Annual Report** ( ) **Other**

Project Name:	CITY OF DE PERE 2020 MS4 ANNUAL REPORT
County:	Brown
Municipality:	De Pere City
Permit Number:	S050075
Facility Number:	31088
Reporting Year:	2020

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable? ( ) **Yes** (•) **No**

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for Municipal storm water permit eReporting [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
  - Public Education and Outreach Annual Report Summary
  - Public Involvement and Participation Annual Report Summary
  - Illicit Discharge Detection and Elimination Annual Report Summary
  - Construction Site Pollution Control Annual Report Summary
  - Post-Construction Storm Water Management Annual Report Summary
  - Pollution Prevention Annual Report Summary
    - Leaf and Yard Waste Management
    - Municipal Facility (BMP) Inspection Report
    - Municipal Property SWPPP
    - Municipally Property Inspection Report
    - Winter Road Maintenance
  - Storm Sewer Map Annual Report Attachment
  - Storm Water Quality Management Annual Report Attachment
  - TMDL Attachment
  - Storm Water Consortium/Group Report

- Municipal Cooperation Attachment
- Other Annual Report Attachment

- Attach the following permit compliance documents as appropriate using the attachments tab above

  - Storm Water Management Program *(S050075-03 General Permit and S058416-04 Madison Area Group Permit shall have a written storm water management program that describes in detail how the permittee intends to comply with the permit requirements for each minimum control measure. Updated programs are due to the department by March 31, 2021.)*
    - Public Education and Outreach Program
    - Public Involvement and Participation Program
    - Illicit Discharge Detection and Elimination Program
    - Construction Site Pollutant Control Program
    - Post-Construction Storm Water Management Program
    - Pollution Prevention Program
      - Municipal Storm Water Management Facility (BMP) Inventory *(S050075-03 General Permit and S058416-04 Madison Area Group Permit 2.6.1 - inventory due to the department by March 31, 2021.)*
      - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan *(S050075-03 General Permit and S058416-04 Madison Area Group Permit 2.6.2 – document due to the department by March 31, 2021.)*
  - Total Maximum Daily Load documents *(*If applicable, see permit for due dates.)*
    - TMDL Mapping*
    - TMDL Modeling*
    - TMDL Implementation Plan*
    - Fecal Coliform Screening Parameter *
    - Fecal Coliform Inventory and Map *(S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022)*
    - Fecal Coliform Source Elimination Plan *(S050075-03 general permittees Appendix B - document due to the department by October 31,2023)*

- Sign and Submit form

Do not close your work until you SAVE.

Form 3400-224 (09/20)

Municipal Contact Information- Complete

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].
Note: Compliance items must be submitted using the Attachments tab.

Municipality Information

Name of Municipality	De Pere City
Facility ID # or (FIN):	31088
Updated Information:	☐ Check to update mailing address information
Mailing Address:	925 S. Sixth Street
Mailing Address 2:	
City:	De Pere
State:	Wisconsin
Zip Code:	54115 xxxxx or xxxxx-xxxx

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

☐ Select to ***create new*** primary contact

First Name:	Eric
Last Name:	Rakers

☐ Select to ***update*** current contact information

Title:	City Engineer
Mailing Address:	925 S. Sixth St
Mailing Address 2:	
City:	De Pere
State:	WI
Zip Code:	54115 xxxxx or xxxxx-xxxx
Phone Number:	920-339-8304 Ext: xxx-xxx-xxxx
Email:	erakers@mail.de-pere.org

Additional Contacts Information (Optional)

☐ I&E Program

Individual with responsibility for: (Check all that apply)

- [x] IDDE Program
- [x] IDDE Response Procedure Manual
- [ ] Municipal-wide Water Quality Plan
- [ ] Ordinances
- [ ] Pollution Prevention Program
- [ ] Post-Construction Program
- [ ] Winter roadway maintenance

First Name:	Scott
Last Name:	Thoresen
Title:	Public Work Director
Mailing Address:	925 S. Sixth St.
Mailing Address 2:	
City:	De Pere
State:	WI
Zip Code:	54115 xxxxx or xxxxx-xxxx
Phone Number:	920-339-4060 Ext: xxx-xxx-xxxx
Email:	sthoresen@deperewi.gov

Individual with responsibility for: (Check all that apply)

- [ ] I&E Program
- [ ] IDDE Program
- [ ] IDDE Response Procedure Manual
- [ ] Municipal-wide Water Quality Plan
- [ ] Ordinances
- [ ] Pollution Prevention Program
- [ ] Post-Construction Program
- [x] Winter roadway maintenance

First Name:	Tony
Last Name:	Fietzer
Title:	StreetSuperintendent
Mailing Address:	925 S. Sixth St.
Mailing Address 2:	
City:	De Pere
State:	WI
Zip Code:	54115 xxxxx or xxxxx-xxxx
Phone Number:	920-339-4060 Ext: xxx-xxx-xxxx
Email:	tfietzer@deperewi.gov

1. Does the municipality rely on another entity to satisfy some of the permit requirements?

◉ Yes ○ No

☑ Public Education and Outreach NEWSC

☑ Public Involvement and Participation NEWSC

☐ Illicit Discharge Detection and Elimination

☐ Construction Site Pollutant Control

☐ Post-Construction Storm Water Management

☐ Pollution Prevention

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

○ Yes ◉ No

Missing Information

Do not close your work until you **SAVE.**

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Form 3400-224 (08/19)

Minimum Control Measures- Section 1 : Complete

1. Public Education and Outreach

a. Complete the following information on Public Education and Outreach Activities related to storm water. Select the Delivery Mechanism that best describes how the topics were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	1/1/2020
Project/Event Name	Good Dog, Good Owner
Delivery Mechanism	Distribution of print media *Active

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☐ Illicit discharge detection and elimination ☑ Household hazardous waste disposal/pet waste management/vehicle washing ☐ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☐ Residential infiltration ☐ Construction sites and post-construction storm water management ☐ Pollution prevention ☐ Green infrastructure/low impact development ☐ Other:	☐ General Public ☐ Public Employees ☑ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	1 - 10	○ Yes ○ No

Event Start Date	3/11/2020
Project/Event Name	Storm Water School Presentation
Delivery Mechanism	Educational activity* *Active

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☐ Illicit discharge detection and elimination ☑ Household hazardous waste disposal/pet waste management/vehicle washing ☑ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☐ Residential infiltration ☐ Construction sites and post-construction storm water management ☑ Pollution prevention ☐ Green infrastructure/low impact development ☐ Other:	☑ General Public ☐ Public Employees ☐ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	101 +	◉ Yes ○ No

Event Start Date	11/20/2020
Project/Event Name	Turkey Fryer Oil
Delivery Mechanism	Social media post *Active

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☑ Illicit discharge detection and elimination ☑ Household hazardous waste disposal/pet waste management/vehicle washing ☐ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☐ Residential infiltration ☐ Construction sites and post-construction storm water management ☐ Pollution prevention ☐ Green infrastructure/low impact development ☐ Other:	☑ General Public ☐ Public Employees ☐ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	Select...	○ Yes ○ No

Event Start Date	9/3/2020
Project/Event Name	Time to Drain your Pool
Delivery Mechanism	Social media post *Active

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☑ Illicit discharge detection and elimination ☑ Household hazardous waste disposal/pet waste management/vehicle washing ☐ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☐ Residential infiltration ☐ Construction sites and post-construction storm water management ☐ Pollution prevention ☐ Green infrastructure/low impact development ☐ Other:	☑ General Public ☐ Public Employees ☐ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	Select...	○ Yes ○ No

Event Start Date	6/22/2020
Project/Event Name	Grass Clipping Flyer
Delivery Mechanism	Social media post *Active

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☐ Illicit discharge detection and elimination ☐ Household hazardous waste disposal/pet waste management/vehicle washing	☑ General Public ☐ Public Employees ☐ Residents	Select...	○ Yes ○ No

☑ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☐ Residential infiltration ☐ Construction sites and post-construction storm water management ☐ Pollution prevention ☐ Green infrastructure/low impact development ☐ Other:	☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other		

Event Start Date	3/9/2020
Project/Event Name	Resident Questions
Delivery Mechanism	Other *Active

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☐ Illicit discharge detection and elimination ☐ Household hazardous waste disposal/pet waste management/vehicle washing ☐ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☑ Residential infiltration ☐ Construction sites and post-construction storm water management ☐ Pollution prevention ☐ Green infrastructure/low impact development ☑ Other: Sump pumps	☐ General Public ☐ Public Employees ☑ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	1 - 10	○ Yes ◉ No

Event Start Date	3/9/2020
Project/Event Name	Soil Erosion Control Permittees
Delivery Mechanism	Targeted group training* *Active

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☐ Illicit discharge detection and elimination ☐ Household hazardous waste disposal/pet waste management/vehicle washing ☐ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☐ Residential infiltration ☑ Construction sites and post-construction storm water management ☐ Pollution prevention ☐ Green infrastructure/low impact development ☐ Other:	☐ General Public ☐ Public Employees ☐ Residents ☐ Businesses ☑ Contractors ☐ Developers ☐ Industries ☐ Other	1 - 10	○ Yes ◉ No

b. Brief explanation on Public Education and Outreach reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you **SAVE.**

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/20)

Minimum Control Measures - Section 2 : Complete

2. Public Involvement and Participation

a. Permit Activities. Complete the following information on Public Involvement and Participation Activities related to storm water. Select the Delivery Mechanism that best describes how the permit activities were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	3/9/2020
Project/Event Name	Board of Public Works Meeting
Delivery Mechanism	Government Event (Public Hearing, Council Meeting, etc)

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☑ MS4 Annual Report ☐ Storm Water Management Program ☐ Storm Water related ordinance ☐ Other:	☑ General Public ☐ Public Employees ☑ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	Select...	○ Yes ◉ No

Event Start Date	3/17/2020
Project/Event Name	Common Council Meeting
Delivery Mechanism	Government Event (Public Hearing, Council Meeting, etc)

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☑ MS4 Annual Report ☐ Storm Water Management Program ☐ Storm Water related ordinance ☐ Other:	☑ General Public ☐ Public Employees ☑ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	Select...	○ Yes ○ No

b. Volunteer Activities. Complete the following information on Public Involvement and Participation Activities related to storm water. Select the Delivery Mechanism that best describes how volunteer activities were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	8/22/2020
Project/Event Name	Watershed Cleanup
Delivery Mechanism	Clean up event

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	☑ General Public ☐ Public Employees ☐ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	101 +	◉ Yes ○ No

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you **SAVE.**

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/20)

Minimum Control Measures - Section 3 : Complete

3. Illicit Discharge Detection and Elimination

a.	How many total outfalls does the municipality have?	110	☐ Unsure
b.	How many outfalls did the municipality evaluate as part of their routine ongoing field screening program?	36	☐ Unsure
c.	From the municipality's routine screening, how many were confirmed illicit discharges?	0	☐ Unsure
d.	How many illicit discharge complaints did the municipality receive?	3	☐ Unsure
e.	From the complaints received, how many were confirmed illicit discharges?	2	☐ Unsure
f.	How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)? (If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)	2	☐ Unsure

g. How many of the following enforcement mechanisms did the municipality use to enforce its illicit discharge ordinance? Check all that apply and enter the number of each used in the reporting year. ☐ Unsure

☑ Verbal Warning	2
☐ Written Warning (including email)	
☑ Notice of Violation	2
☐ Civil Penalty/ Citation	

Additional Information:

h. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you **SAVE.**

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/20)

Minimum Control Measures - Section 4 : Complete

4. Construction Site Pollutant Control

a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year? 26 ☐ Unsure

b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year? 14 ☐ Unsure

c. How many erosion control inspections did the municipality complete in the reporting year? 692 ☐ Unsure

d. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year. ☐ Unsure

☐ No Authority	
☑ Verbal Warning	5
☑ Written Warning (including email)	206
☑ Notice of Violation	2
☐ Civil Penalty/ Citation	
☑ Stop Work Order	2
☐ Forfeiture of Deposit	
☐ Other - Describe below	

e. Brief explanation on Construction Site Pollutant Control reporting . *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*.

Missing Information

Do not close your work until you **SAVE.**

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/20)

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

a. How many sites with new structural storm water management facilities* have received local approval ? 1 ☐ Unsure

*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement, catch basin sumps, etc.

b. Does the municipality utilize privately owned storm water management facilities in its pollutant reduction analysis? ◉ Yes ○ No ☐ Unsure

c. If Yes, How many privately owned storm water management facilities were inspected in the reporting year ? 56 ☐ Unsure

Inspections completed by private land owners should be included in the reported number.

d. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year. ☐ Unsure

☐ No Authority	
☐ Verbal Warning	
☑ Written Warning (including email)	19
☐ Notice of Violation	
☐ Civil Penalty/ Citation	
☐ Forfeiture of Deposit	
☑ Complete Maintenance	2
☑ Bill Responsible Party	2
☐ Other - Describe below	

e. Brief explanation on Post-Construction Storm Water Management reporting . *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page*.

Missing Information

Do not close your work until you **SAVE.**

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/20)

Minimum Control Measures - Section 6 : Complete

6. Pollution Prevention

Storm Water Management Facility Inspections ☐ Not Applicable

a. Enter the total number of municipally owned or operated structural storm water management facilities ? 87 ☐ Unsure

b. How many new municipally owned storm water management facilities were installed in the reporting year ? 1 ☐ Unsure

c. How many municipally owned storm water management facilities were inspected in the reporting year? 87 ☐ Unsure

d. What elements are looked at during inspections (250 character limit)?

See the attached pond and swale inspection checklists.

e. How many of these facilities required maintenance? 10 ☐ Unsure

f. Brief explanation on Storm Water Management Facility inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*.

Public Works Yards & Other Municipally Owned Properties (SWPPP Plan Review) ☐ Not Applicable

g. How many municipal properties require a SWPPP? 1 ☐ Unsure

h. How many inspections of municipal properties have been conducted in the reporting year? 12 ☐ Unsure

i. Have amendments to the SWPPPs been made?

○ Yes ◉ No ○ Unsure

j. If yes, describe what changes have been made. Limit response to 250 characters and/or attach supplemental information on the attachment page:

k. Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Collection Services - *Street Sweeping / Cleaning Program* ☐ Not Applicable

l. Did the municipality conduct street sweeping/cleaning during the reporting year?
◉ Yes ○ No ○ Unsure

m. If known, how many tons of material was removed? 413 ☐ Unsure

n. Does the municipality have a low hazard exemption for this material? ○ Yes ◉ No

o. If street cleaning is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?

◉ Yes - Explain frequency biweekly

○ No - Explain _____

○ Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program* ☐ Not Applicable

p. Did the municipality conduct catch basin sump cleaning during the reporting year? ◉ Yes ○ No ○ Unsure

q. How many catch basin sumps were cleaned in the reporting year? 216 ☐ Unsure

r. If known, how many tons of material was collected? ☑ Unsure

s. Does the municipality have a low hazard exemption for this material? ○ Yes ◉ No

t. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?

○ Yes- Explain frequency _____

◉ No - Explain Not included as BMP for loading analysis

○ Not Applicable

Collection Services - *Leaf Collection Program* ☐ Not Applicable

u. Does the municipality conduct curbside leaf collection? ◉ Yes ○ No ○ Unsure

v. Does the municipality notify homeowners about pickup? ◉ Yes ○ No ○ Unsure

w. Where are the residents directed to store the leaves for collection?

☑ Pile on terrace ☐ Pile in street ☐ Bags on terrace ☐ Unsure

☐ Other - Describe _____

x. What is the frequency of collection?

once per week for 6 weeks (fall) and 3-4 weeks (spring)

y. Is collection followed by street sweeping/cleaning? ◉ Yes ○ No ○ Unsure

z. Brief explanation on Collection Services reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

Winter Road Management ☐ Not Applicable

*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

aa. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? 250 ☐ Unsure

ab. Provide amount of de-icing products used by month last winter season?

Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
Salt	0	0	153	222	171	0

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
Brine	0	0	17084	23560	17745	1800

ac. Was salt applying machinery calibrated in the reporting year? ◉ Yes ○ No ○ Unsure

ad. Have municipal personnel attended salt reduction strategy training in the reporting year? ◉ Yes ○ No ○ Unsure

Training Date	Training Name	# Attendance
9/1/2020	Western Snow and Ice Conference	1

ae. Brief explanation on Winter Road Management reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

Staff attended and presented at the U.S. Western Snow and Ice Conference in Sept. 2020. Information is also provided in the attached Activity Summary.

Internal (Staff) Education & Communication

af. Has training or education been held for municipal or other personnel involved in implementing each of the pollution prevention program elements ? ○ Yes ◉ No ○ Unsure

If yes, describe what training was provided (250 character limit):

When:

How many attended:

ag. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs and its requirements.

Elected Officials

Board of Public Works and Common Council Meetings

Municipal Officials

Board of Public Works and Common Council Meetings

Appropriate Staff (such as operators, Department heads, and those that interact with public)

MS4 Team Meeting

ah. Brief explanation on Internal Education reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you **SAVE.**

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/20)

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

a. Did the municipality update their storm sewer map this year?

(●) Yes ( ) No ( ) Unsure

If yes, check the areas the map items that got updated or changed:

- [x] Storm water treatment facilities
- [x] Storm pipes
- [ ] Vegetated swales
- [x] Outfalls
- [ ] Other - Describe below

b. Brief explanation on Storm Sewer System Map reporting. *If you marked Unsure for an question for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*.

Missing Information

Do not close your work until you SAVE.

Form 3400-224 (09/20)

Final Evaluation - Complete

Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	**Budget** Reporting Year	**Budget** Upcoming Year	**Source of Funds**
Element: Public Education and Outreach			
22234	22088	22669	Storm water utility
Element: Public Involvement and Participation			
22234	22088	22669	Storm water utility
Element: Illicit Discharge Detection and Elimination			
11877	11934	11847	Storm water utility
Element: Construction Site Pollutant Control			
70771	71797	70905	Storm water utility
Element: Post-Construction Storm Water Management			
171267	170474	232754	Storm water utility
Element: Pollution Prevention			
2132283	2171868	2133511	Storm water utility
Other (describe)			
			Select...

Please provide a justification for a "0" entered in the Fiscal Analysis. *Limit response to 250 characters*.

Water Quality

a: Were there any known water quality improvements in the receiving waters to which the

municipality's storm sewer system directly discharges to?
○ Yes ◉ No ○ Unsure If Yes, explain below:

b : Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?
○ Yes ◉ No ○ Unsure If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?
○ Yes ◉ No ○ Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?
◉ Yes ○ No ○ Unsure

Storm Water Quality Management

a. Has the municipality completed or updated modeling in the reporting year (relating to developed urban area performance standards of s. NR 151.13(2)(b)1., Wis. Adm. Code)? ○ Yes ◉ No

b. If yes, enter percent reduction in the annual average mass discharging from the entire MS4 to surface waters of the state as compared to implementing no storm water management controls:

Total suspended solids (TSS)

Total phosphorus (TP)

Status of Total Maximum Daily Loads (TMDLs) Implementation

The permittee De Pere City is subject to the following approved TMDLs: Lower Fox River Basin and Lower Green Bay

The permittee intends to comply with the following permit requirements to show progress towards meeting the TMDL:

[A.3.1] The Permittee is following the TMDL Compliance Plan, which received Department concurrence prior to April 30, 2019.
The permittee is confirming that all planned efforts are on schedule.
◉ Agree ○ Disagree

[A.6.3] Final Documentation.
The permittee is confirming that all planned efforts are on schedule to submit the final documentation materials [updates to mapping, modeling, tabular summary, and Implementation Plan] under section A.6.3 by October 31, 2023.
◉ Agree ○ Disagree

Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. *If your response exceeds the 250 character limit, attach supplemental information on the attachments page.*

Do not close your work until you SAVE.

Form 3400-224 (09/20)

Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- ☐ Public Education and Outreach
- ☐ Public Involvement and Participation
- ☐ Illicit Discharge Detection and Elimination
- ☐ Construction Site Pollutant Control
- ☐ Post-Construction Storm Water Management
- ☐ Pollution Prevention
- ☐ Storm Water Quality Management
- ☐ Storm Sewer System Map
- ☐ Water Quality Concerns
- ☐ Compliance Schedule Items Due
- ☐ MS4 Program Evaluation

Do not close your work until you **SAVE.**

Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - Help reduce file size and trouble shoot file uploads
*Required Item

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

Storm Sewer System Map

File Attachment

Attach - Other Supporting Documents

AR_MuniSWPPP

File Attachment 09-2019SWPPPUpdateMSCComplete.pdf

AR_Other

File Attachment MS4ActivitySummary.pdf

AR_BMPInspSum

File Attachment StormWaterFacilityInventory.pdf

AR_SWGroupReport

File Attachment 2020NEWSCOUTREACHREPORT.pdf

AR_Other

File Attachment INSPECTIONCHECKLISTPOND.pdf

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Attach - Permit Compliance Documents

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Missing Information

You must attach a Storm Sewer Map file,

Draft and Share PDF Report with the permittee's governing body or delegated representatives.

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After the annual report has been reviewed by the governing body or delegated representative, return to the MS4 eReporting System to submit the final report to the DNR.

Draft and Share PDF Report

Do not close your work until you **SAVE.**

Complete and Submit Your Application

You have not completed all areas of the application. Please return to the application and complete all missing items.

Contact Information:	Complete
Minimum Control Measures Section 1:	Complete
Minimum Control Measures Section 2:	Complete
Minimum Control Measures Section 3:	Complete
Minimum Control Measures Section 4:	Complete
Minimum Control Measures Section 5:	Complete
Minimum Control Measures Section 6:	Complete
Minimum Control Measures Section 7:	Complete
Attachments:	Has Missing Items
Final Evaluation:	Complete

CITY OF DE PERE

Public Works - Engineering Department

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City of De Pere MS4 Annual Permit – Supplemental Information for 2020 Activities

Below is a summary of activities completed for the various requirements of the MS4 permit.

Public Education and Outreach Summary

- The City includes "The Perfect Lawn" flyers from NEWSC in letters sent to property owners to remove grass clippings from storm water easements.
- The City includes "Good Dog, Good Owner" flyers from NEWSC with dog licenses.
- The City posted "Turkey Fryer Oil" infographic to social media prior to Thanksgiving.
- The City posted "Time to Drain your Pool" infographic to social media at the end of summer.
- The City sends e-mails multiple times during the year to contractors holding Soil Erosion Permits within the City reminding permittees of expectations and enforcement actions.
- Fox-Wolf Watershed held storm water presentations for the Fifth graders at West De Pere School District on March 11, 2020. (2020 NEWSC Outreach and Education Activities)
- The City had several conversations via telephone and in-person with residents regarding sump pumps and storm sewers.
- City Council approved Storm Water Art Project to include painting approximately 20 storm inlets in the downtown area.

Public Involvement and Participation

- The City has a MS4 Team that meets at least once per year.
- The City's Beautification Committee cleans up garbage along the Fox River Trail weekly.
- The Fox-Wolf Watershed hosted a clean-up event on August 22, 2020 at Voyageur Park and Bomier Boat Launch. City staff participated in the event. (NEWSC Annual Report)
- The City presented the MS4 2019 Annual Report to the Board of Public Works and City Council meetings in March 2020.
- Staff attended the Fox-Wolf Watershed Conference in March 2020.

Construction Site Pollutant Control

- Staff completed inspections on private and public construction sites. Engineering assisted the Inspection Department for erosion control practices on private sites. Staff utilized verbal and written warnings for several projects.

Post Construction Storm Water Management

- Staff completed inspections on public and private storm water management systems. Private facilities requiring maintenance were sent letter in August 2020.
- The City completed maintenance on public storm water facility: Charles Street Swale. All of the trees, brush, debris, and large vegetation were cleared from the swale.
- The City is continuing maintenance on public storm water facilities in 2021.
- The list of storm water maintenance activities is attached.
- The City installed 35 storm laterals to residents with existing storm sewer.
- A new City pond was constructed for the development off of Lawrence Drive on the south side of the City.
- A new private pond was constructed off of Innovation Court that serves 18.6 acres of land that previously discharged directly to Ashwaubenon Creek.

Pollution Prevention

- The City cleaned and televised 22,641 linear feet of storm sewer.
- Staff attended and presented at the Western U.S. Snow and Ice Conference in September 2020.
- The City collected 1,180 tons of material during leaf collection and 413 tons of material from street sweeping and catch basin cleaning.

CITY OF DE PERE

Public Works - Engineering Department

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POND OPERATION & MAINTENANCE INSPECTION CHECKLIST

Inspection of all listed items shall take place at least quarterly (unless noted otherwise) and after rainfall events resulting in 2" of rainfall or more. A copy of this document shall be completed during each inspection. The party responsible for performing inspections and maintenance shall keep all completed checklists and make them available to Municipal, County, and State Officials upon request.

BASIN ID:
SITE NAME:
PERSON INSPECTING:
INSPECTION DATE AND TIME:
RAINFALL WITHIN PAST 2-3 DAYS:

Reason for Inspection (Circle One): Complaint / Storm Event / Scheduled / Other

Ownership (Circle One) Public Private

LEGEND: PROBLEM NOTICED

N/A = Not Applicable **M = Monitor (potential for future problem)**

NP = Not a Problem **WN = Work Needed**

ITEM INSPECTED	PROBLEM NOTICED	COMMENTS
INFLOW ASSESSMENT		
Obstruction: Vegetation/Debris/Sediment		
Erosion/Undercutting		
Displacement of Fabric/ Rip Rap		
Pipe Condition/Exposure		
Other:		
FOREBAY ASSESSMENT		
Sediment/ Debris Accumulation		
Side Slope Erosion		
Invasive Vegetation		
Other:		
VEGETATED SHELF / MAIN TREATMENT AREA ASSESSMENT		
Visible Pollution / Muddiness		
Sediment / Debris Accumulation		
Plants are Dead, Diseased, or Dying		
Bare Soil/Erosive Gullies		
Algae Cover (estimate %)		
Invasive Vegetation (estimate %)		
Other:		

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EMBANKMENT ASSESSMENT		
Erosion and/or Loss of Dam Material		
Shrubs/Trees Present		
Animal Burrows		
Soft Spots or Boggy Areas		
Slides		
Other:		
OUTLET DEVICE ASSESSMENT		
Obstruction: Vegetation/Debris/Sediment		
Erosion/Undercutting		
Joint Failure/ Loss of Joint Material		
Leaking Device		
Other:		
MISCELLANEOUS		
Trash/Debris		
Access		
Vandalism		
Fence Condition (if applicable)		
Fish/ Wildlife Observations		
Signage (if applicable)		
Other		

Attach color digital photographs of the site and structural BMPs including a caption describing each photo.

COMMENTS:

OVERALL CONDITION OF FACILITY:

In accordance with approved design plans? Y / N

Maintenance required as detailed above? Y / N

Dates by which maintenance should be completed: ____/_____/_____

Signature of Person Inspecting: _____

UPDATE MASTERSHEET under x:\Storm\Inspections & Calcs by Basin\Stormwater Inspection Mastersheet

City of De Pere - Engineering
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STORMWATER OPERATION & MAINTENANCE LISTING						
Basin	**Name or Location**	**Type**	**Date of Last Inspection**	**Inspector**	**Ownership**	**Maintenance Needed**
AC050B	Westwind Ct	Pond	7/15/2020	AC	Disputed	
AC020A	1901 S Ashland Ave	Pond	7/15/2020	AC	Private	
AC030A	1629 S Ashland Ave	Pond	7/16/2020	AC	Private	
AC090A	1420 Fortune Ave (Harper Co.)	Dry Detention	7/21/2020	AC	Disputed	
AC050A	250 S 9th St (Rennes Health)	Pond	7/16/2020	AC	Private	
AC050A	900 Main Ave (Unison Credit Union)	Biofilter	7/23/2020	AC	Private	
AC050B	765 Lawrence Dr (Pool Works Inc)	Pond	7/23/2020	AC	Private	
AC055A	1001 Main Ave (Festival Foods)	Pond	7/20/2020	AC	Private	
AC055A	1501 Main Ave (Mid-Valley)	Pond	7/16/2020	AC	Private	
AC050A	Elm - Ninth St	Swale/Ravine	7/13/2020	AC	Public	
AC060A	505 Lawrence Dr	Pond	7/20/2020	AC	Private	
AC060A	505 Lawrence Dr (Creative Signs Co Inc)	Biofilter	-	Inspected as a pond in 2017	Private	
AC060A	875 Lawrence Dr (Cummins)	Pond	7/20/2020	AC	Private	
AC050A	Suburban - Ninth on Grant St	Swale/Ravine	7/15/2020	Inspected as part of the Westwind Ct. Pond (2017)	Public	
AC090A	1717 Lawrence Dr (Shopko Northwest)	Pond	6/4/2020	AC	Disputed	
AC070A	1205 Lawrence Dr (Concrete Contractors)	Pond	7/20/2020	AC	Private	
AC070A	1313 Lawrence Dr (Rear Menards/Walmart)	Pond	7/20/2020	AC	Private	
AC070A	1400 Block Lawrence Dr (Menards Parking)	Pond	7/20/2020	AC	Private	
AC080A	1610-1620 Lawrence Dr (Scheuring)	Pond	7/20/2020	AC	Private	
AC090A	1700 Lawrence Dr (Community First Credit Union)	Pond	7/20/2020	AC	Private	

AC090A	1717 Lawrence Dr (Shopko Northeast)	Pond	7/20/2020	AC	Private	
AC130A	1951 Snowy Owl Ct [Organics Inc]	Pond	7/13/2020	AC	Disputed	
AC090A	1801 Lawrence Dr (Independent Printing)	Pond	7/20/2020	AC	Private	
AC090A	1869 American Blvd (Graybar)	Pond	7/20/2020	AC	Private	
AC090A	1997 American Blvd (Cleaning Systems)	Pond	March/April	JML	Private	
AC090A	2000 American Blvd. (northeast)	Dry Detention	7/20/2020	AC	Private	
AC090A	2000 American Blvd. (southwest)	Pond	7/20/2020	AC	Private	
AC090A	2001 Lawrence (Coin Wrap)	Pond	7/20/2020	AC	Private	
AC090A	2001 Lawrence (Coin Wrap)	Swale/Ravine	7/20/2020	AC	Private	
AC090A	Shopko Southeast (Dry)	Dry Detention	7/20/2020	AC	Private	
AC100A	1100 Employers Blvd (Humana)	Pond	7/20/2020	AC	Private	
AC100A	1880 Southbridge Rd	Pond	7/20/2020	AC	Private	
AC100D	1746-1770 Burgoyne Ct. (Burgoyne Lake Apartments)	Pond	7/20/2020	AC	Private	
AC100D	2191 American Blvd (Milwood)	Pond	7/20/2020	AC	Private	
AC160A	2221 Innovation Dr (American 3 Fab)	Pond	7/20/2020	AC	Private	
ER010A	W. Baraboo Cir.	Swale/Ravine	6/8/2020	AC	Disputed	
ER015A	Pecatonica Ct (Charleston Pointe II)	Pond	6/8/2020	AC	Disputed	Clean/clear inflow/outlet pipe of debris/sediment/vegetation
ER010A	1820-11A Ridgeway Dr (Eau Claire Pl)	Pond	7/20/2020	AC	Public	
ER020A	Pecatonica Ct drain	Swale/Ravine	6/30/2020	AC	Disputed	
ER030A	1979 Tyler Ln	Pond	7/15/2020	AC	Disputed	Clean/clear inflow/outlet pipe of debris/sediment/vegetation
ER010A	825 E River Dr + 1901 Ridgeway Dr (Charleston Pointe I)	Pond	7/20/2020	AC	Private	
ER040A	Shelley Ln [POTENTIAL]	FUTURE			Disputed	

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ER010A	Brule Rd. - Ridgeway Dr. Pond Connection	Swale/Ravine	7/21/2020	AC	Private	
ER010A	Pike Ln.	Swale/Ravine	7/21/2020	Inspected with Brule Rd - Ridgeway Dr. Pond Connection	Private	
ER040A	1881 Chicago St. (Aurora)	Dry Detention	7/21/2020	AC	Private	
ER080A	1950 Enterprise Dr (CA Lawton)	Pond	7/20/2020	AC	Private	
ER080B	1900 Enterprise Dr.	Pond	7/20/2020	AC	Private	
ER100A	711 Millenium Ct	Biofilter				
AC055A	Exit 163 (Mid-Valley Rd-Hwy 41)	Pond	6/4/2020	AC	Public	
FE010B	1040 N Broadway (Abbey Pond, SNC)	Pond	7/21/2020	AC	Private	
FE240B	1200-1281 Pershing Rd (Lake Park Estates)	Pond	7/21/2020	AC	Private	
FE260A	801 O'Keefe Rd	Dry Detention	7/21/2020	AC	Private	
FE260B	1850 Enterprise Dr. (Dry)	Dry Detention	7/21/2020	AC	Private	
FE270A	1891 Commerce Dr (Bedford Paper)	Pond	7/21/2020	AC	Private	
FW070A	450 College Ave (Joliet Square Apartments)	Swale/Ravine	7/23/2020	AC	Private	
FW070A	West De Pere High School (Dry)	Dry Detention	-	-	Private	
FW140A	601 Third Avenue	Biofilter	7/23/2020	AC	Private	
ER130A	Diversity Dr (Susie C Altmayer Elementary)	Pond	6/30/2020	AC	Disputed	
FE030A	1011 Broadway St. (West of Fox River Trail)	Pond	7/15/2020	AC	Disputed	
FW180A	1300 Lost Dauphin (SNC Baseball, Mel Nicks Field)	Dry Detention	7/23/2020	AC	Private	
FW200A	1600 Lost Daupin (SNC Track, Schneider Athletic)	Pond	7/23/2020	AC	Private	
FW200B	1745 E Matthew Dr (De Pere Cabinet)	Pond	7/23/2020	AC	Private	

FW200C	1251 Scheuring Rd (Front Cadre)	Biofilter	7/23/2020	AC	Private	
FW200C	1252 Scheuring Rd (Cadre) East Swale	Swale/Ravine	7/23/2020	AC	Private	
FW200C	1255 Scheuring Rd (Behind Cadre)	Pond	7/23/2020	AC	Private	
FW200C	1740 E. Matthew Dr. (1751 W. Matthew Dr.)	Swale/Ravine	7/23/2020	AC	Private	
AC060A	NW Lawrence - Grant Dry	Dry Detention	7/15/2020	AC	Public	
AC060A	SW Lawrence - Grant	Pond	7/15/2020	AC	Public	
AC090A	Exit 161 Roundabout (Hwy 41 - Scheuring)	Pond	6/4/2020	AC	Public	
AC090A	Lawrence Dr (Integrys Parking-Preserve Entrance)	Pond	6/8/2020	AC	Public	Pipe/endwall separation
AC090A	Scheuring - American Blvd	Pond	6/8/2020	AC	Public	
AC100A	Ashwaubenon Creek (Preserve behind Humana-Hwy 41)	Pond	6/8/2020	AC	Public	Pipe/endwall separation & erosion
FW200D	1997 Venture Ave Drainage Swale	Swale/Ravine	7/15/2020	AC	Private	
AC100A	Hemlock Creek (Preserve behind Humana - Hwy 41)	Pond	6/9/2020	AC	Public	Pipe/endwall separation
AC100A	Humana Swale - Preserve	Swale/Ravine	7/16/2020	AC	Public	
AC100B	2077B Lawrence Dr (Honeysuckle)	Pond	6/8/2020	AC	Public	
AC100B	Honeysuckle Swale (Rygar Ct.)	Swale/Ravine	-	-	Public	
AC100D	American Blvd - Southbridge Rd	Pond	7/13/2020	AC	Public	
AC100D	American Blvd Central (Samantha St)	Pond	7/13/2020	AC	Public	
AC100D	American Blvd Central 2 (Burgoyne Ct)	Pond	7/13/2020	AC	Public	Erosion & Debris (small trampoline) in pond
FE150A	1171 S Atrium Ct	Swale/Ravine	6/30/2020	AC	Disputed	
AC100D	Central connecting ditch (American Blvd)	Swale/Ravine	7/13/2020	AC	Public	

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AC100D	Northern connecting ditch (American Blvd)	Swale/Ravine	7/13/2020	AC	Public	
AC100D	Southern connecting ditch (American Blvd)	Swale/Ravine	7/13/2020	AC	Public	
AC100E	Adare Ct	Pond	7/13/2020	AC	Public	
AC100E	American Blvd South (Tullig)	Pond	7/13/2020	AC	Public	Pipe/endwall separation
AC110A	Payton Ct	Pond	7/13/2020	AC	Public	
AC140A	Cross Creek Cir	Pond	6/8/2020	AC	Public	
AC140A	Cross Creek Cir	Swale/Ravine	6/8/2020	AC	Public	
AC150A	Daytona Speedway (Pocono Ct)	Pond	6/8/2020	AC	Public	
AC160A	Southbridge - Innovation (Foth)	Pond	6/8/2020	AC	Public	
AC170A	Southwest Park West - Daytona Speedway	Dry Detention	6/8/2020	AC	Public	
AC180A	Southwest Park South (Diamond)	Pond	6/8/2020	AC	Public	
ER015A	W Rock River Cir	Swale/Ravine	7/13/2020	AC	Public	
ER020A	East River Dr - Rock River Ct	Swale/Ravine	6/30/2020	AC	Public	
ER020A	East River Trail (Black Earth Dr)	Pond	6/30/2020	AC	Public	Clean/clear inflow/outlet pipe of debris/sediment/vegetation
ER030A	Brule Rd. - Sullivan Ln.	Swale/Ravine	7/15/2020	AC	Public	
ER030A	Desplaine Rd. - East River Dr.	Swale/Ravine	7/15/2020	AC	Public	
ER030A	East River Dr. - Black Earth Dr. (East)	Swale/Ravine	7/15/2020	AC	Public	
ER030A	Shelley Ln. - Brule Rd.	Swale/Ravine	7/15/2020	AC	Public	
ER030A	Shelley Ln. (East)	Swale/Ravine	7/15/2020	AC	Public	

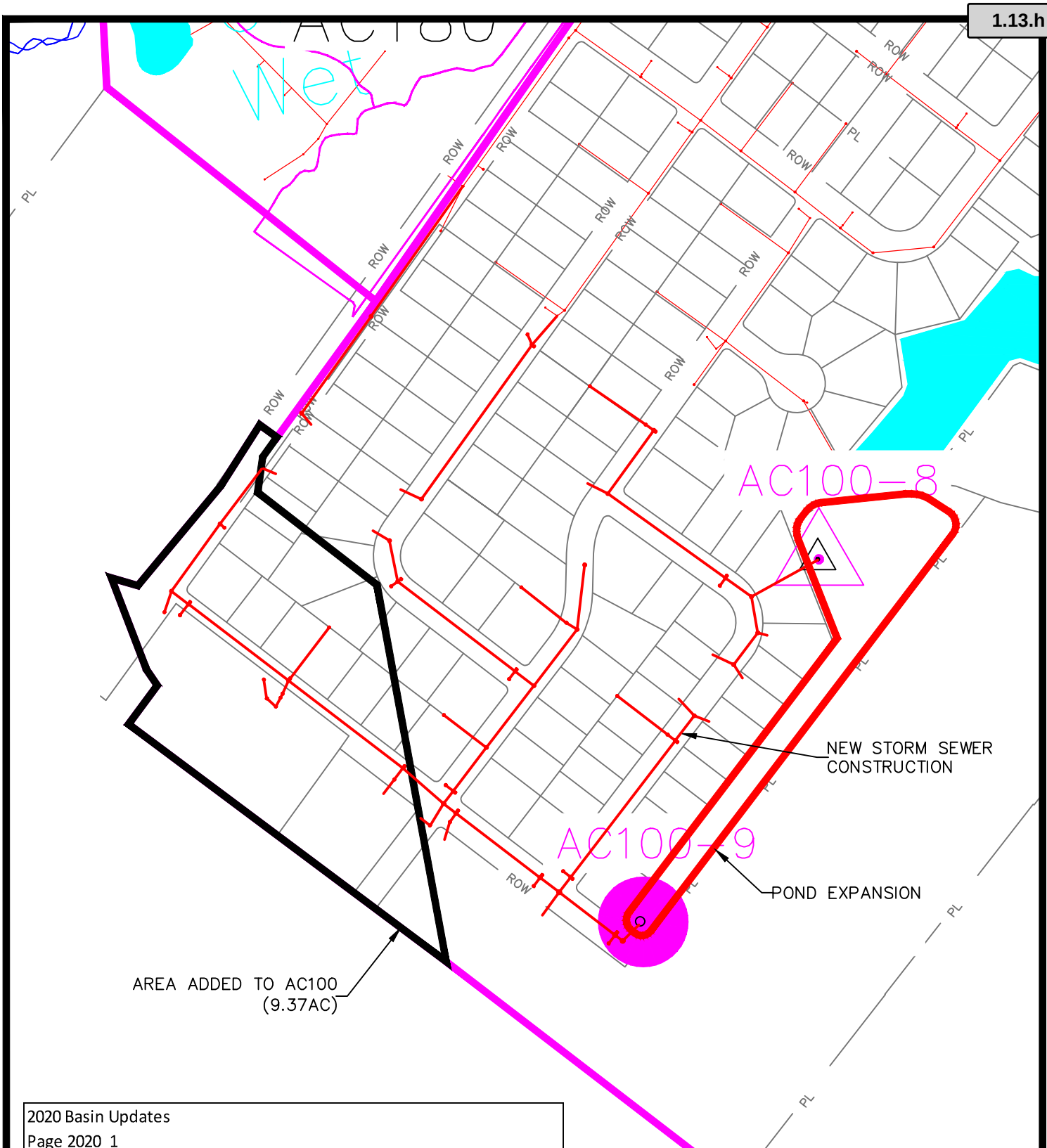
ER030A	Sullivan Ln. - Desplaine Rd.	Swale/Ravine	7/15/2020	AC	Public	
ER040A	Jim Martin Park	Pond	6/9/2020	AC	Public	
ER040A	Jim Martin Park 1st Easement East	Swale/Ravine	6/9/2020	AC	Public	
ER050A	Shetland Pl - Saddlebrook Ln (Rotary Park)	Pond	6/9/2020	AC	Public	Pipe/endwall separation
ER060A	Painthorse Trail	Pond	6/9/2020	AC	Public	
ER080A	Ledgeview Swan Rd (Jossart Brothers Co.)	Pond	6/9/2020	AC	Public	
ER100A	Millenium Ct	Swale/Ravine	7/13/2020	AC	Public	
ER110A	Enterprise Dr (Sit & Stay Pet Resort)	Pond	6/9/2020	AC	Public	
ER120A	S. Melcorn Cl	Swale/Ravine	6/9/2020	AC	Public	
ER120A	Trailside Ln	Pond	6/9/2020	AC	Public	Pipe/endwall separation
ER120B	Rockland Rd (North of 2100-2120 S. Broadway St.)	Swale/Ravine	6/30/2020	AC	Public	
FE275A	600 Heritage Rd (Belmark-Briarwood)	Pond	7/13/2020	AC	Disputed	
FE275A	600 Heritage Rd (Belmark-Briarwood)	Swale/Ravine	7/13/2020	AC	Disputed	
FE190A	Optimist Park (17-09)	Pond	6/30/2020	AC	Public	
FW280B	500 Fortune Ave (East vertical)	Pond	7/23/2020	AC	Disputed	
FE260A	Greenleaf Rd - North of Belmark	Pond	7/13/2020	AC	Public	
FE260B	1300 Enterprise Dr (Behind PAi)	Swale/Ravine	7/13/2020	AC	Public	
FE260B	Greenleaf Rd - Fox River Trail	Pond	7/13/2020	AC	Public	
FE280A	Oak Water Ct	Swale/Ravine	7/13/2020	AC	Public	
FE280A	Old Plank Ct	Swale/Ravine	6/30/2020	AC	Public	
FE280B	Greenleaf-Rockland Rd	Pond	7/13/2020	AC	Public	

City of De Pere - Engineering
925 S. Sixth St. ◊ De Pere, WI 54115 ◊ Ph: 920.339.4061

FE290A	Commerce Pond (16-09 Pond and Drainage Construction)	Pond	7/13/2020	AC	Public	
FW010A	Perkofsky Boat Landing/Brown County Fair Grounds	Pond	7/15/2020	AC	Public	
FW200D	1997 Venture Ave (WI Lift Truck Co. - West)	Pond	7/15/2020	AC	Disputed	
FW200B	Scheuring Rd - Suburban Dr	Pond	6/1/2020	JML	Public	
FW200C	Double Dry Matthew - Suburban Dr	Dry Detention	7/15/2020	AC	Public	
FW200E	Terry Ln - Mobile Home Park	Swale/Ravine	7/22/2020	AC	Public	
FW280B	500 Fortune Ave (Old Ecofibre)	Swale/Ravine	7/23/2020	AC	Private	
FW280A	Fortune - Venture	Pond	7/22/2020	AC	Public	
FW280A	Red Maple - Lost Daupin	Swale/Ravine	7/22/2020	AC	Public	
FW290A	1414 Builders Ct.	Pond	7/21/2020	AC	Public	
FW290B	Glen Meadows Cir (Kiwanis Park)	Pond	No longer exists	?	Public	
FW290B	Hopf Ln	Pond	7/15/2020	AC	Public	
FW290B	Red Maple (River Trail Ct)	Pond	7/22/2020	AC	Public	
FW290C	Dog Park	Pond	7/21/2020	AC	Public	
FW290C	Dog Park West Swale	Swale/Ravine	7/15/2020	AC	Public	
FW290C	Richco Ct Swale	Swale/Ravine	7/15/2020	AC	Public	
FW290C	Richco Ct.	Pond	7/15/2020	AC	Public	
FW200D	1997 Venture Ave [WI Lift Truck Co. Warehouse (East)]	Pond	7/15/2020	AC	Disputed	
XA100A	2066 Lawrence Dr (St Mark Lutheran - Large SW pond)	Pond	7/23/2020	AC	Private	
FW200D	1998 Venture Ave	Pond	7/15/2020	AC	Disputed	
XA100A	2066 Lawrence Dr (St Mark Lutheran - Small N pond)	Pond	7/23/2020	AC	Private	

CITY OF DE PERE
2020 Map Updates
2020 MS4 Annual Report
Last Update - March 4, 2021

Basin	Type of Change	2020 Map Change - City
AC100	Basin Change and Storm Sewer	Added 9.37 acres to basin with new development. Pond construction completed in 2020. Added storm sewer off of Red Maple Road a new subdivision.
AC190	New Basin	Private development pond constructed off of Innovation Court.
FE070 & FE110	Basin Change and Storm Sewer Change	Modified basins due to storm sewer design. Upsized storm sewer on Front Street, south of Cass Street
FE050, FE110, FE130, FE 150	Basin Changes	Minor basin changes due to field review.
FE110, FE150, ER030	Basin Changes	Minor basin changes due to field review.
FW070 & AC050	Basin Changes	Minor basin changes due to field review.
ER040 & FE150	Basin and Storm Sewer Changes	Upsized storm sewer aon Merrill Street and Quinette Lane. Minor basin changes due to the storm sewer design.
ER010	Storm Sewer Change	Added storm sewer to Voelker Street
FW110	Basin Change	Minor basin changes due to field review.
AC050	Storm Sewer Change	Added inlets on Ninth Street
FE290	Basin and Storm Sewer Changes	Updated drainage basin. Added storm sewer inlets on Commerce Drive extended.
FW070	Storm Sewer Change	Added storm sewer to Outward Avenue. Relocated storm sewer off of Grant Street for the West De Pere High School Addition.



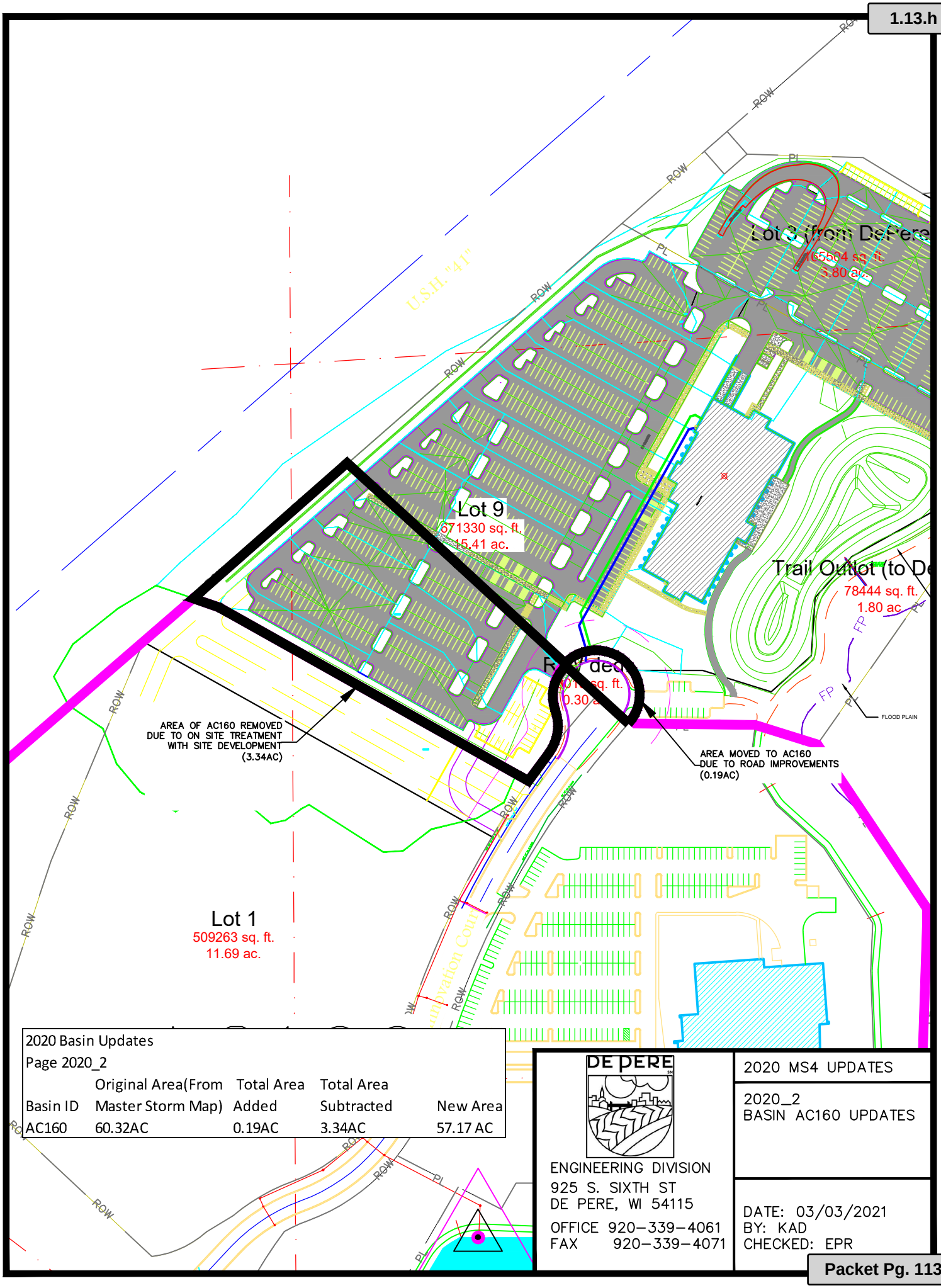
2020 Basin Updates				
Page 2020_1				
Basin ID	Original Area(From Master Storm Map)	Total Area Added	Total Area Subtracted	New Area
AC100	626.61AC	9.37AC		635.98AC

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2020 MS4 UPDATES

2020_1
BASIN AC100 UPDATES

DATE: 03/03/2021
BY: KAD
CHECKED: EPR



2020 Basin Updates
Page 2020_2

Basin ID	Original Area(From Master Storm Map)	Total Area Added	Total Area Subtracted	New Area
AC160	60.32AC	0.19AC	3.34AC	57.17 AC

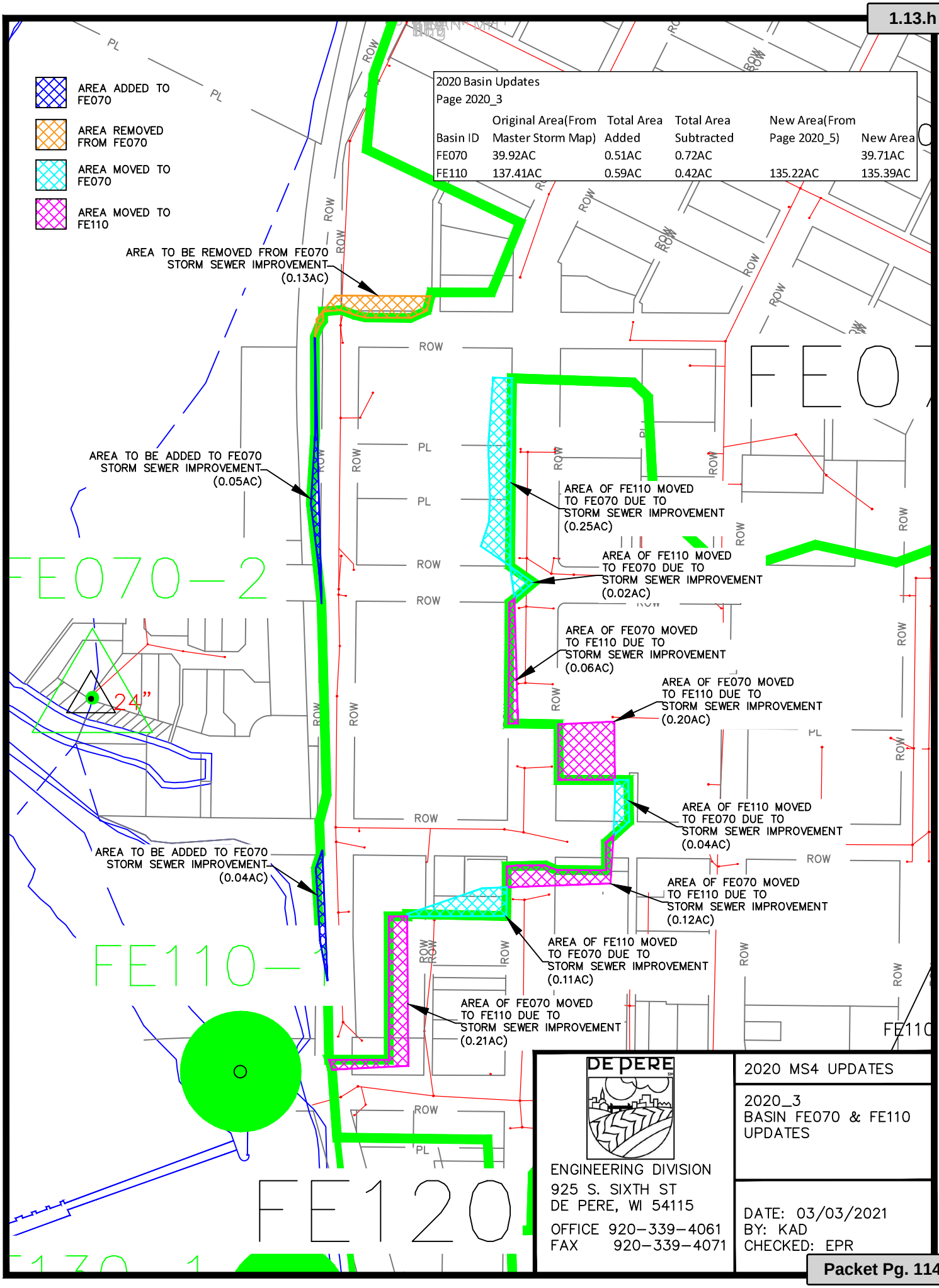
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2020 MS4 UPDATES

2020_2
BASIN AC160 UPDATES

DATE: 03/03/2021
BY: KAD
CHECKED: EPR

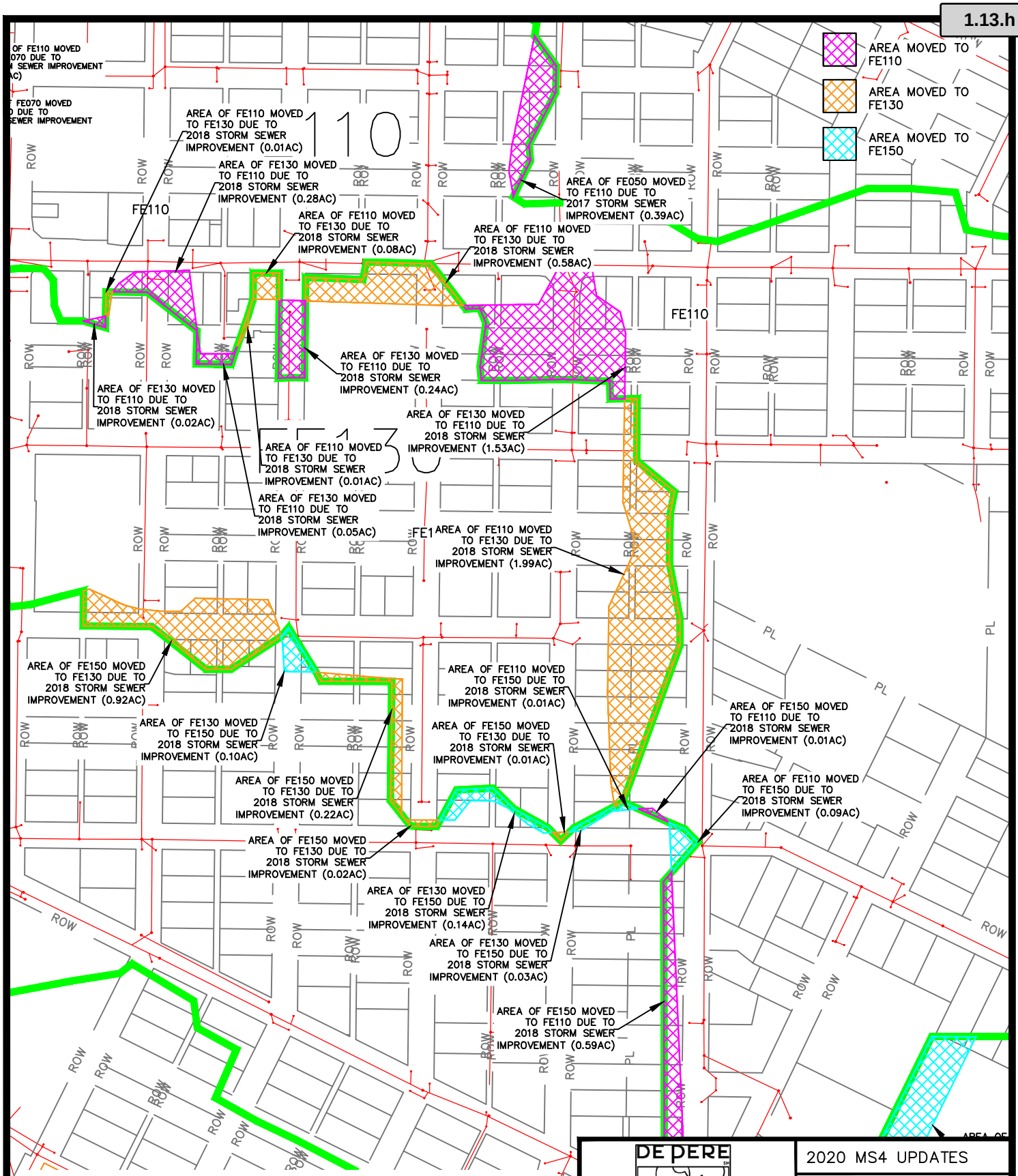


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2020 MS4 UPDATES

2020_3
BASIN FE070 & FE110
UPDATES

DATE: 03/03/2021
BY: KAD
CHECKED: EPR



2020 Basin Updates

Page 2020_4

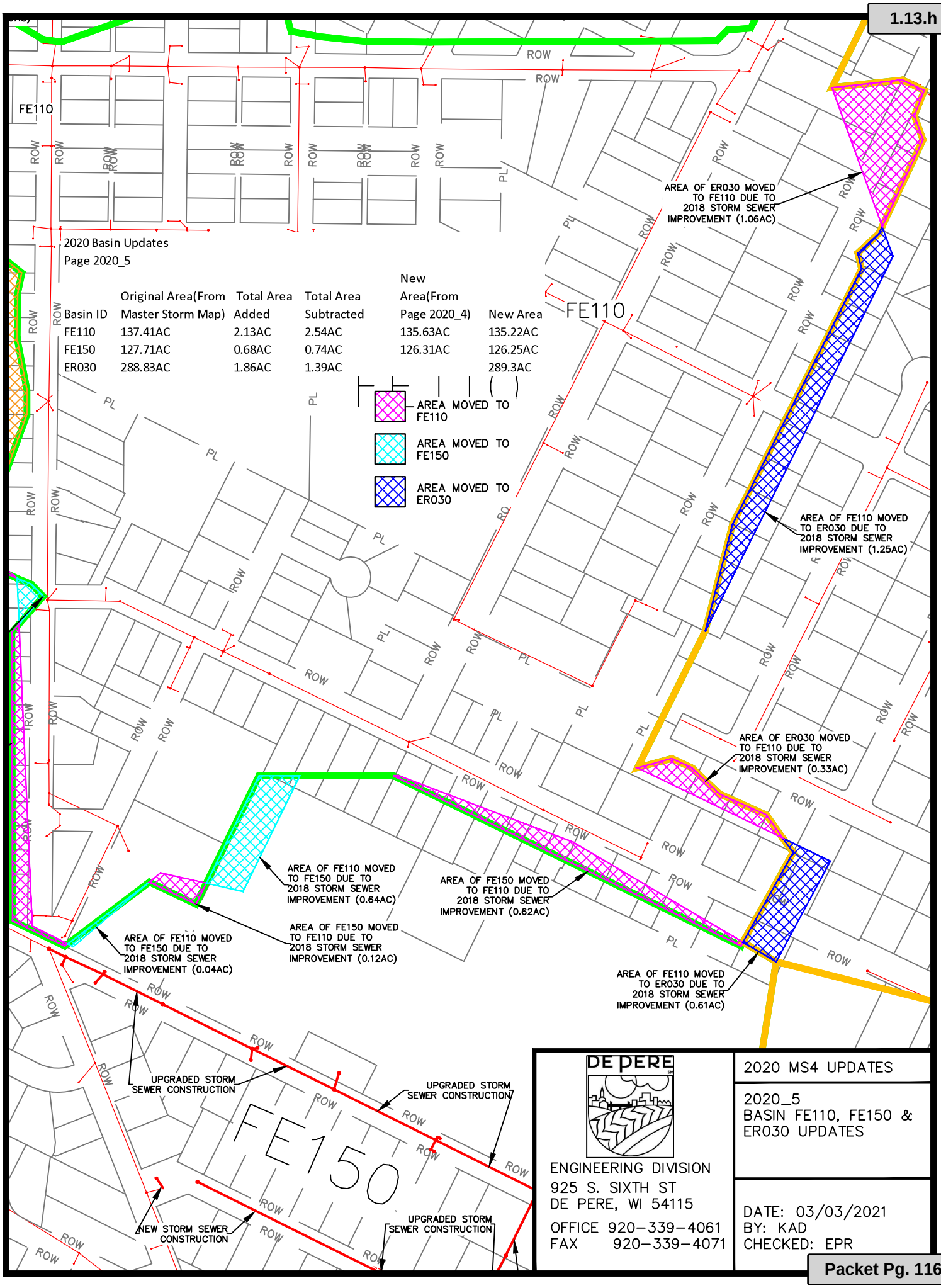
Basin ID	Original Area(From Master Storm Map)	Total Area Added	Total Area Subtracted	New Area
FE050	160.71AC		.39AC	160.32AC
FE110	137.41AC	0.99AC	2.77AC	135.63AC
FE130	32.43AC	3.84AC	0.27AC	36.0AC
FE150	127.71AC	0.37AC	1.77AC	126.31AC

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2020 MS4 UPDATES

2020_4
BASIN FE110, FE130 & FE150 UPDATES

DATE: 03/03/2021
BY: KAD
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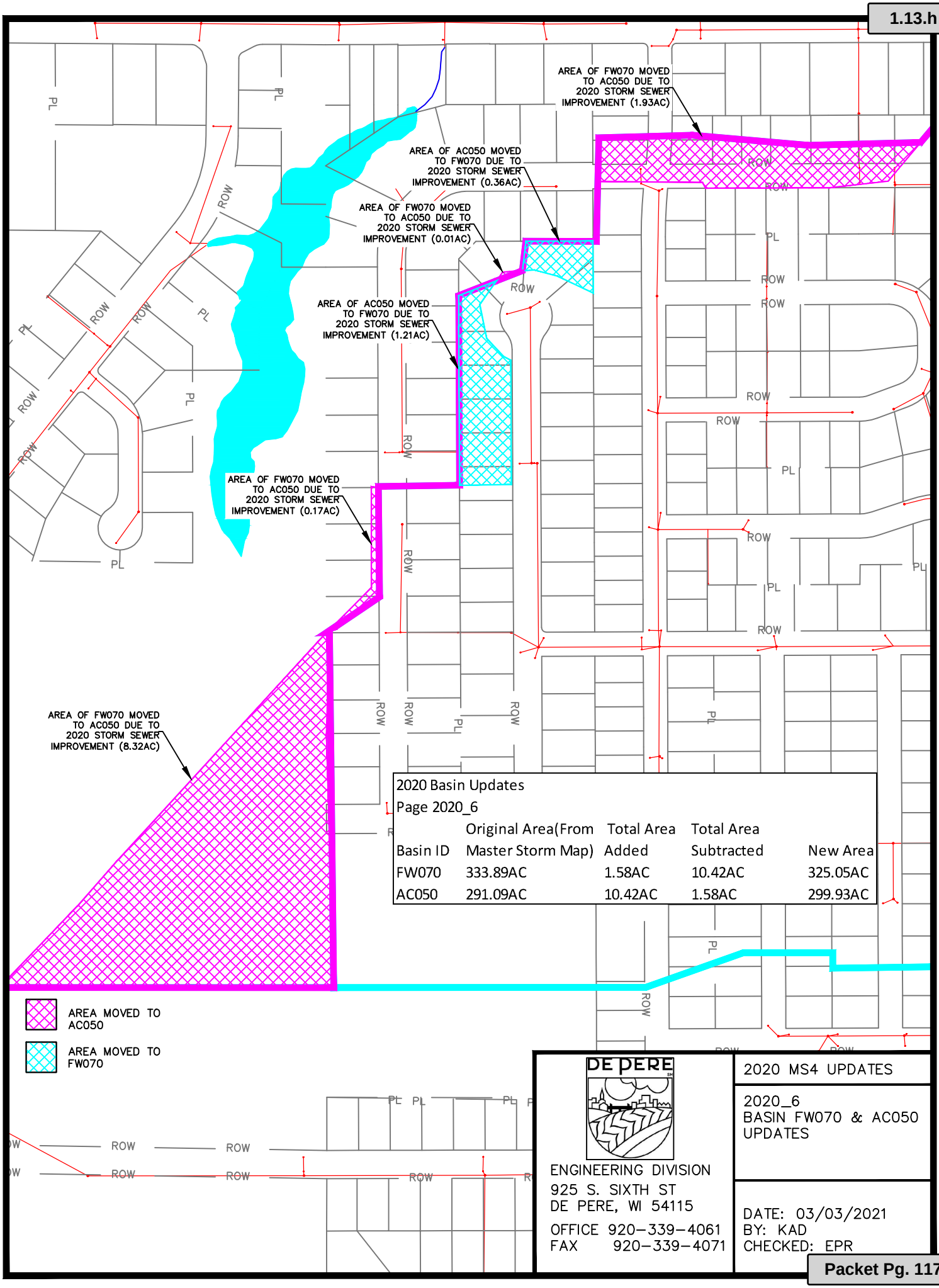
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2020 MS4 UPDATES

2020_5
BASIN FE110, FE150 & ER030 UPDATES

DATE: 03/03/2021
BY: KAD
CHECKED: EPR



2020 Basin Updates
Page 2020_6

Basin ID	Original Area(From Master Storm Map)	Total Area Added	Total Area Subtracted	New Area
FW070	333.89AC	1.58AC	10.42AC	325.05AC
AC050	291.09AC	10.42AC	1.58AC	299.93AC

AREA MOVED TO AC050

AREA MOVED TO FW070

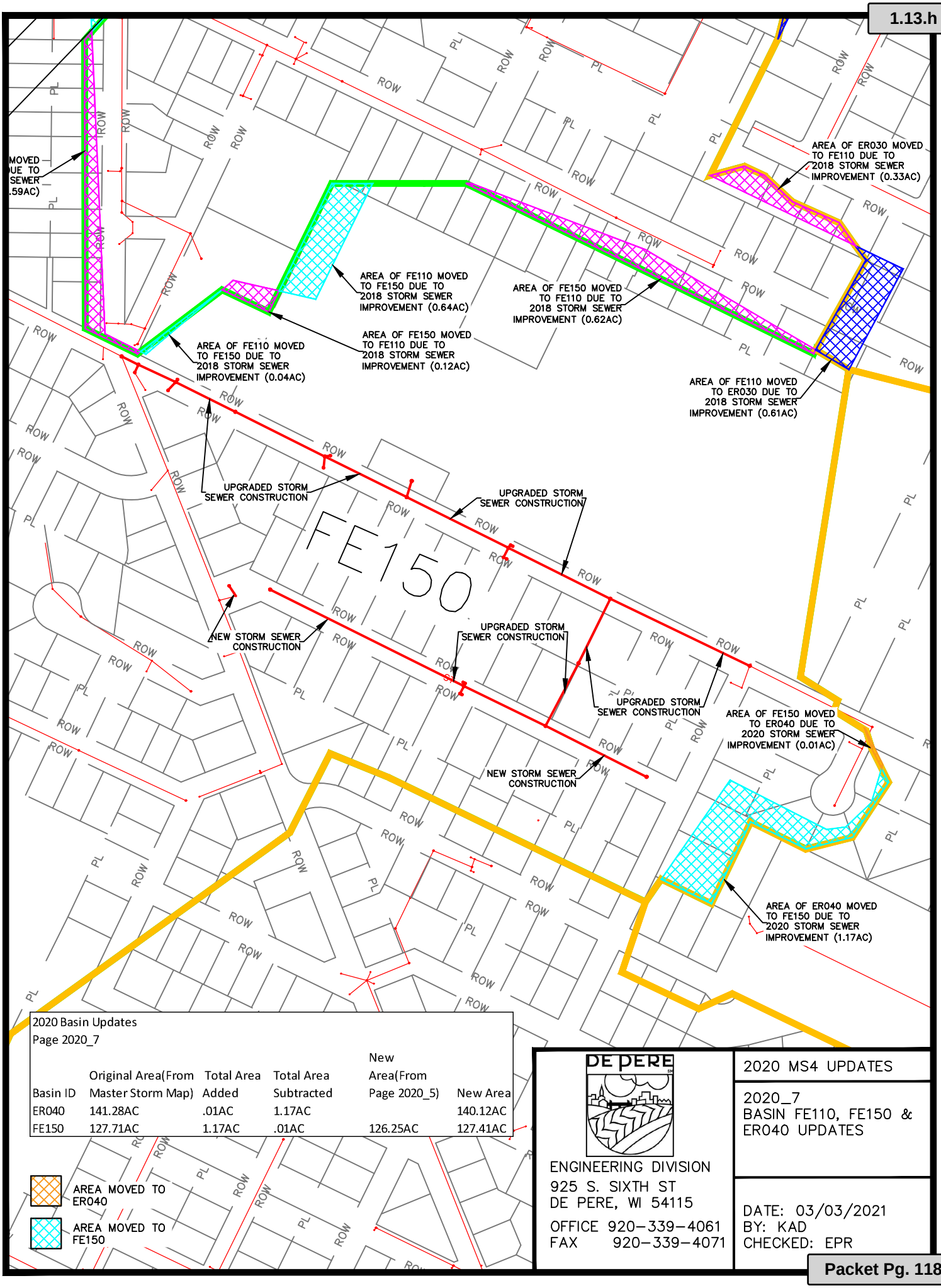
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2020 MS4 UPDATES

2020_6
BASIN FW070 & AC050 UPDATES

DATE: 03/03/2021
BY: KAD
CHECKED: EPR



2020 Basin Updates
Page 2020_7

Basin ID	Original Area(From Master Storm Map)	Total Area Added	Total Area Subtracted	New Area(From Page 2020_5)	New Area
ER040	141.28AC	.01AC	1.17AC		140.12AC
FE150	127.71AC	1.17AC	.01AC	126.25AC	127.41AC

AREA MOVED TO ER040

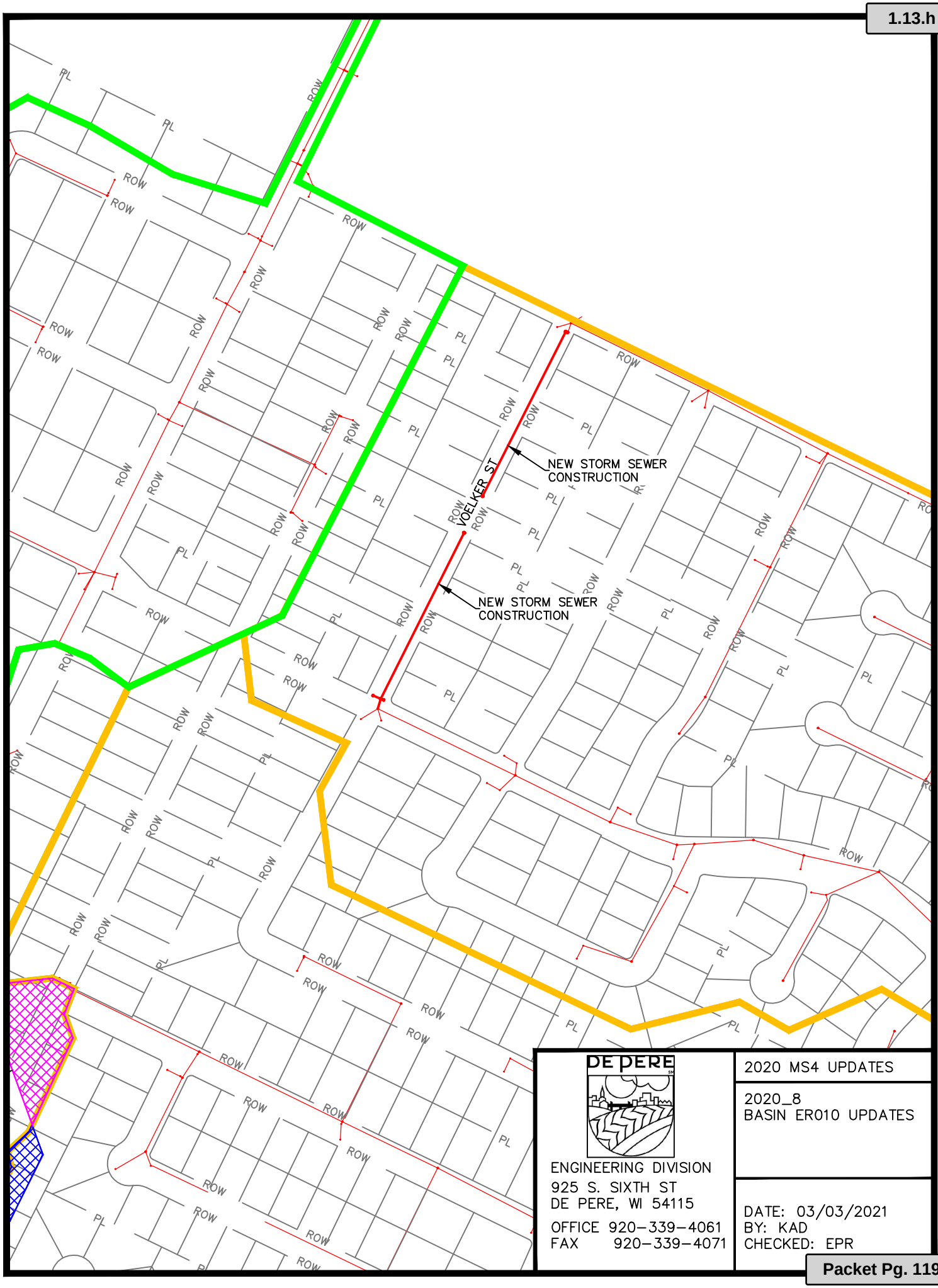
AREA MOVED TO FE150

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2020 MS4 UPDATES

2020_7
BASIN FE110, FE150 & ER040 UPDATES

DATE: 03/03/2021
BY: KAD
CHECKED: EPR



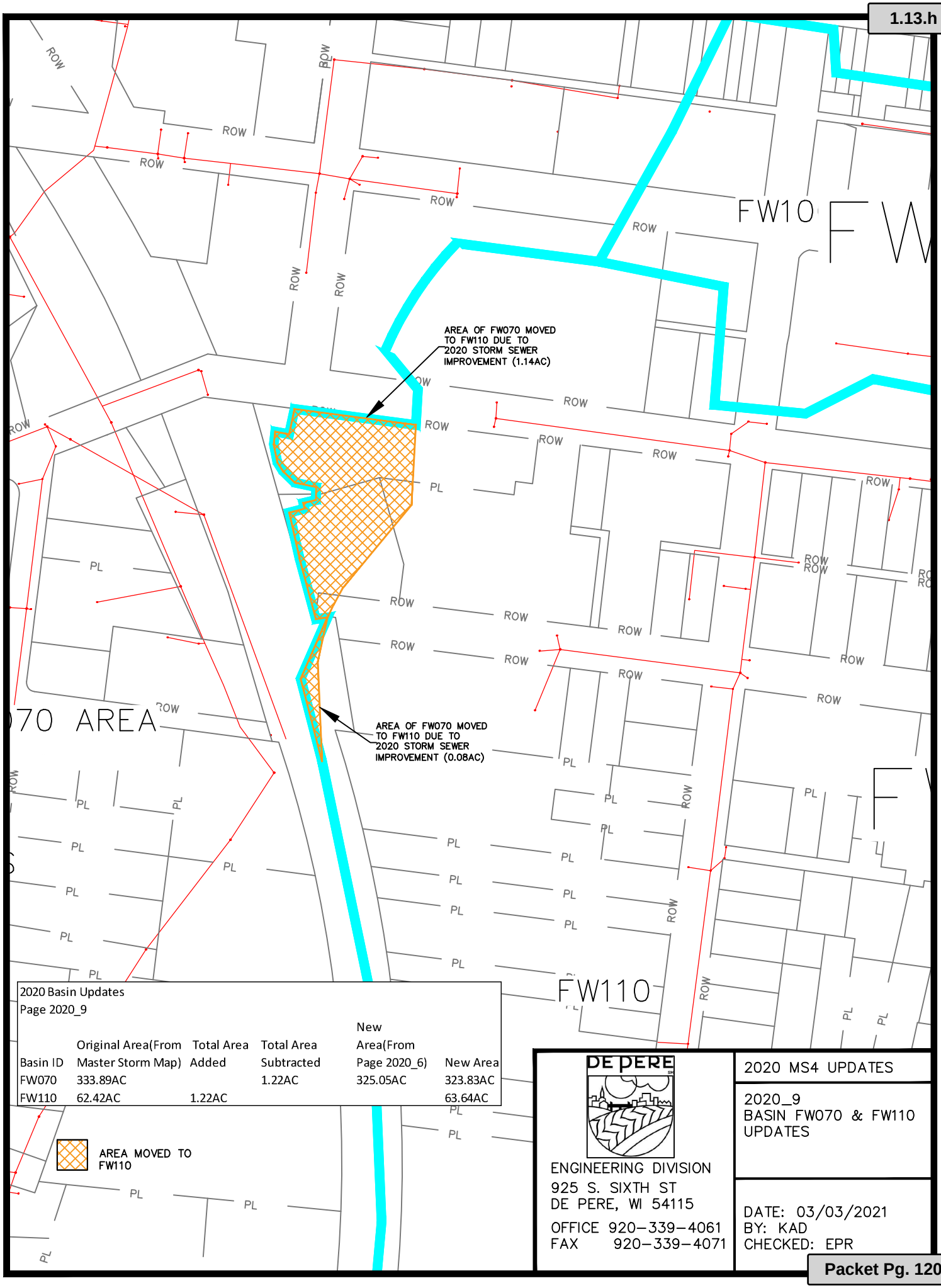
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2020 MS4 UPDATES

2020_8
BASIN ER010 UPDATES

DATE: 03/03/2021
BY: KAD
CHECKED: EPR



2020 Basin Updates
Page 2020_9

Basin ID	Original Area(From Master Storm Map)	Total Area Added	Total Area Subtracted	New Area(From Page 2020_6)	New Area
FW070	333.89AC		1.22AC	325.05AC	323.83AC
FW110	62.42AC	1.22AC			63.64AC

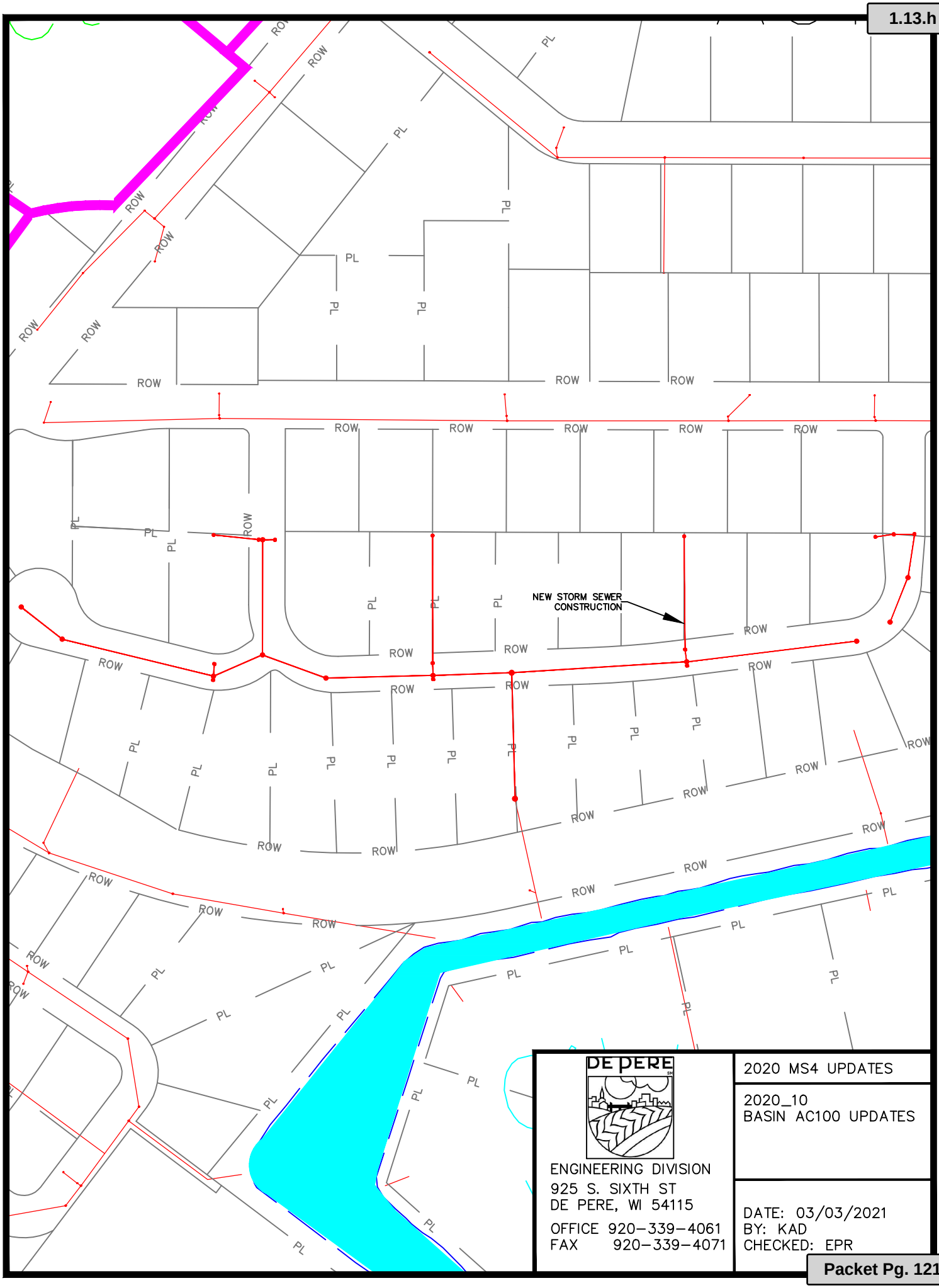
AREA MOVED TO FW110

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2020 MS4 UPDATES

2020_9
BASIN FW070 & FW110 UPDATES

DATE: 03/03/2021
BY: KAD
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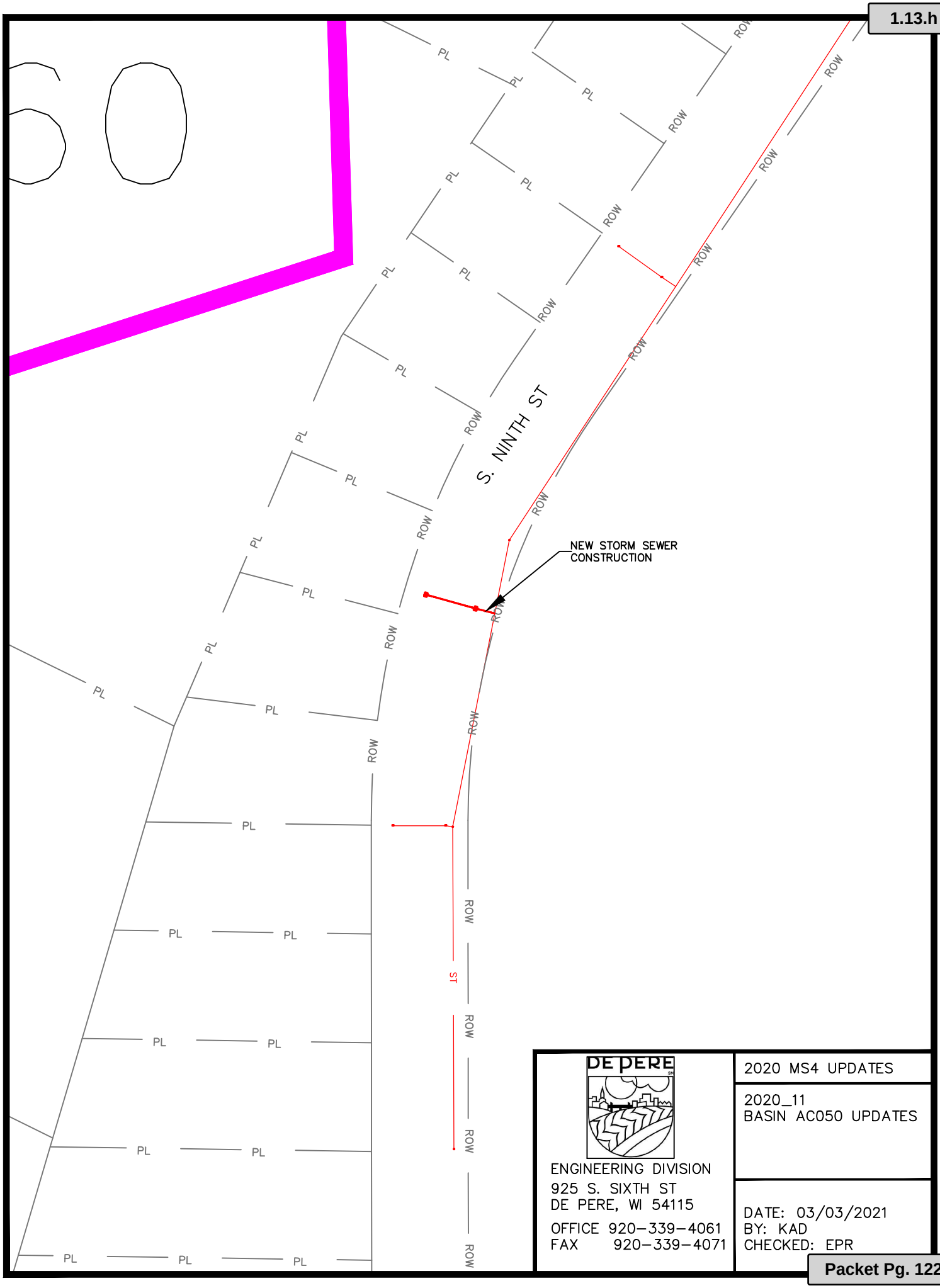
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2020 MS4 UPDATES

2020_10
BASIN AC100 UPDATES

DATE: 03/03/2021
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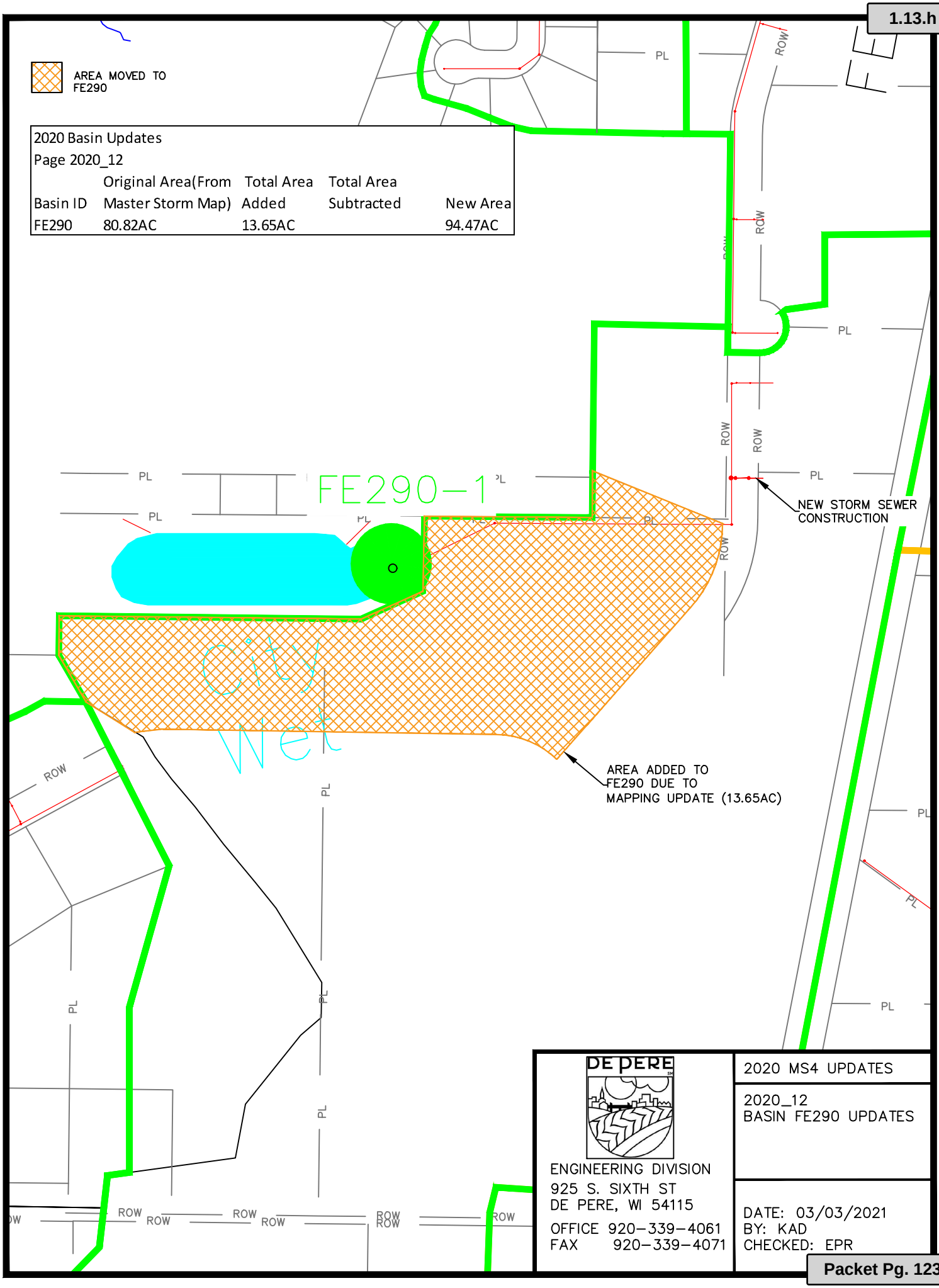
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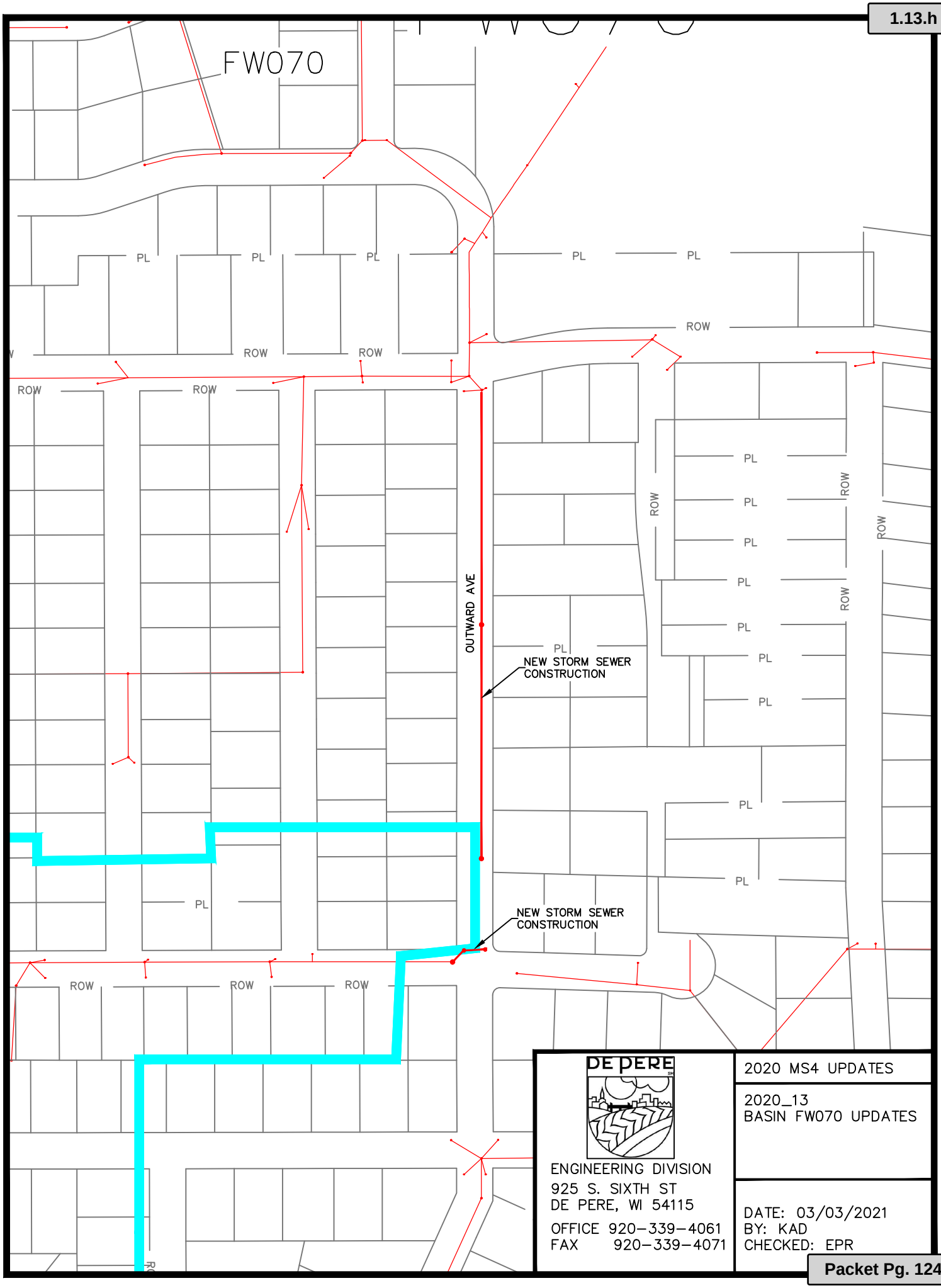
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2020 MS4 UPDATES

2020_11
BASIN AC050 UPDATES

DATE: 03/03/2021
BY: KAD
CHECKED: EPR


AREA MOVED TO FE290
2020 Basin Updates
Page 2020_12
Basin ID | Original Area(From Master Storm Map) | Total Area Added | Total Area Subtracted | New Area
FE290 | 80.82AC | 13.65AC | | 94.47AC
FE290-1
NEW STORM SEWER CONSTRUCTION
AREA ADDED TO FE290 DUE TO MAPPING UPDATE (13.65AC)
City
Wet
PL
ROW
DE PERE
ENGINEERING DIVISION
925 S. SIXTH ST
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FAX 920-339-4071
2020 MS4 UPDATES
2020_12
BASIN FE290 UPDATES
DATE: 03/03/2021
BY: KAD
CHECKED: EPR



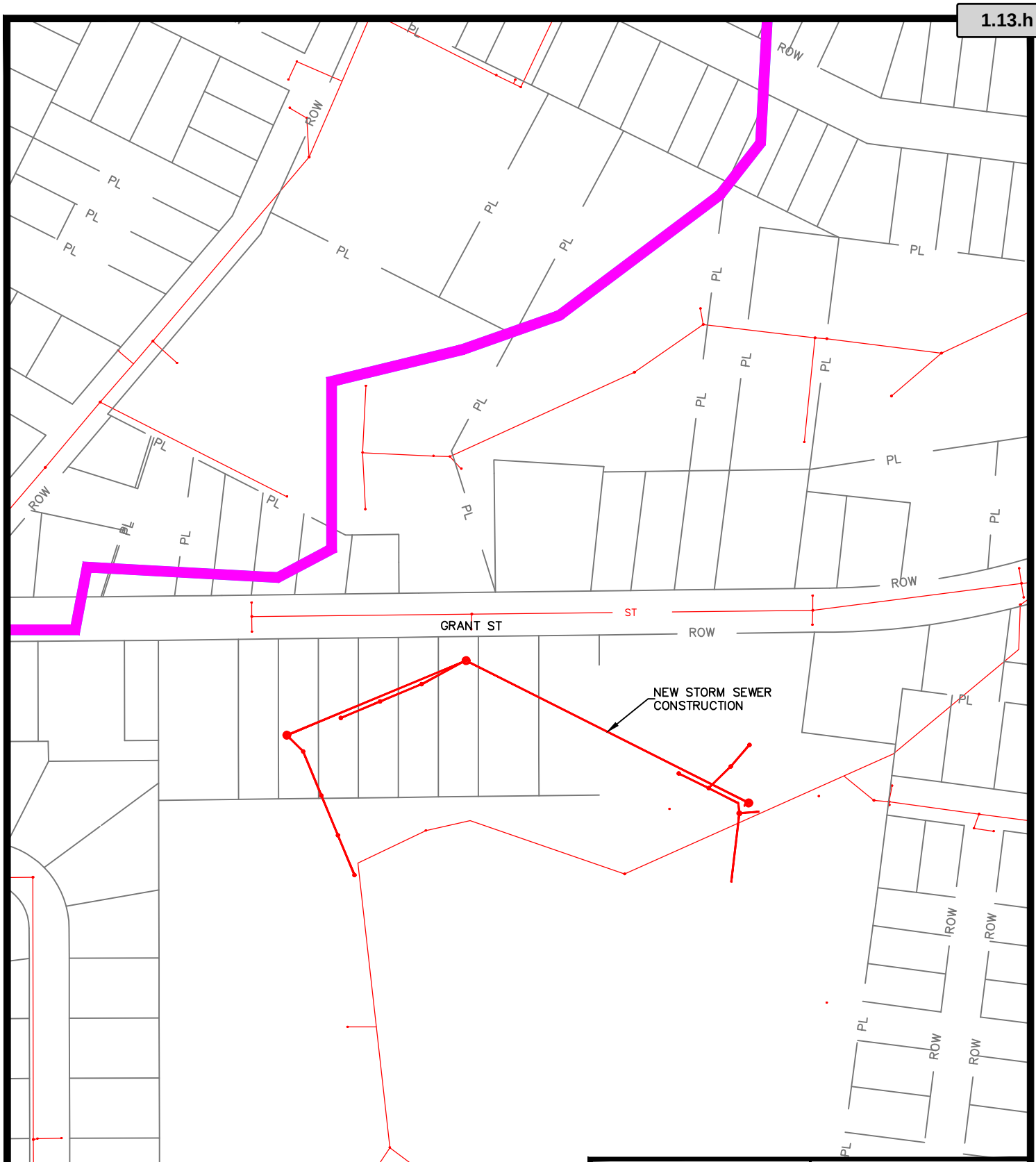
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2020 MS4 UPDATES

2020_13
BASIN FW070 UPDATES

DATE: 03/03/2021
BY: KAD
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2020 MS4 UPDATES

2020_14
BASIN FW070 UPDATES

DATE: 03/03/2021
BY: KAD
CHECKED: EPR

AC010
8.9 Acres
AC020
10.7 Acres
FW010
25 Acres
FW015
8.9 Acres
FE010
5.2 Acres
FE010
59.4 Acres
FE030
123.6 Acres
FE070
39.8 Acres
FE050
160.3 Acres
1.8 Acres
FE120
2.8 Acres
FE130
34 Acres
FE110
137.5 Acres
FW100
11.1 Acres
FW110
63.6 Acres
FW130
4.5 Acres
FW120
13.1 Acres
FW110
63.6 Acres
FW140
3.6 Acres
FW150
2.7 Acres
FE170
3.5 Acres
FE170
2.8 Acres
FE160
44.6 Acres
FE150
127.3 Acres
FE190
88.4 Acres
FE210
30.4 Acres
FE240
65.8 Acres
FE230
13.2 Acres
FE240
65.8 Acres
ER050
219.3 Acres
ER040
140.1 Acres
ER030
289.3 Acres
ER010
241 Acres

MS4 Drainage System

- Minor Outfalls
- Major Outfalls
- Storm Manhole
- Storm End Wall
- Storm Catch Basin
- Collectors

Publically Owned Land

- De Pere Recreational Areas
- De Pere Municipal Facilities

Natural Resources

- 303(d) Impaired Waters
- City Pond
- WDNR Wetland Inventory (Less Than 2 Acres)
- WDNR Wetland Inventory (2 Acres or Greater)

WPDES Industrial Permits

- WPDES Industrial Permit I.D.

Other Mapped Features

- Municipal Boundary
- Parcel Lines

TMDL Watershed Basins

- Fox East Basins
- East River Basins
- Fox West Basins
- Ashwaubenon Creek Basins

1 inch = 500 feet

N
W E
S

Disclaimer: The property lines, right-of-way lines, and other property information on this drawing are developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. The City of De Pere does not guarantee this information to be correct, current or complete. The property and right-of-way information are only intended for use as a general referance and are not intended or suitable for site-specific use. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.

DE PERE SM

MS4 SYSTEM
UPDATED 03/2021

STORM SEWER MANAGEMENT PLAN
CITY OF DE PERE
BROWN COUNTY, WISCONSIN

FW070
325.7 Acres
FW180
38.2 Acres
FW190
3.7 Acres
FW200
629.2 Acres
FW210
3.6 Acres
FW230
13.5 Acres
FW270
23.5 Acres
FE230
13.2 Acres
FE240
65.8 Acres
FE250
5 Acres
FE260
98.9 Acres
FE270
51.6 Acres
FE275
23.2 Acres
FE280
129.7 Acres
FE290
94.4 Acres
FE190
88.4 Acres
ER050
219.3 Acres
ER055
10.8 Acres
ER060
22.4 Acres
ER065
7.3 Acres
ER080
105.4 Acres
ER090
4 Acres
ER095
8.3 Acres
ER110
68.1 Acres
ER120
99.7 Acres
ER130
98.8 Acres
8
4
11
0
15
1
GREENLEAF RD (HWY 57-32)
OLD PLANK RD
ROCKLAND RD
HERITAGE RD
PROSPECT PL
SCHEURING RD
AUTUMN
OLD JANSSEN TR
DEER POINT LN
ROSE LN
OKEEFE RD
MILLENNIUM CT
ENTERPRISE DR
RYAN RD
ROTH RD
KILLARNY TR
TRAILSIDE CT
DIVERSITY DR
HORSE SHOE LN
PAINT HORSE TR
FLICKER TR
TURTLE DOVE
EAGLEBROOK DR
MISSION HEIGHTS
N MELCORN CI
S MELCORN CI
W MELCORN CI

MS4 Drainage System

- Minor Outfalls
- Major Outfalls
- Storm Manhole
- Storm End Wall
- Storm Catch Basin
- Collectors

Publically Owned Land

- De Pere Recreational Areas
- De Pere Municipal Facilities

Natural Resources

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- WDNR Wetland Inventory (2 Acres or Greater)

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- WPDES Industrial Permit I.D.

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- Municipal Boundary
- Parcel Lines

TMDL Watershed Basins

- Fox East Basins
- East River Basins
- Fox West Basins
- Ashwaubenon Creek Basins

1 inch = 500 feet

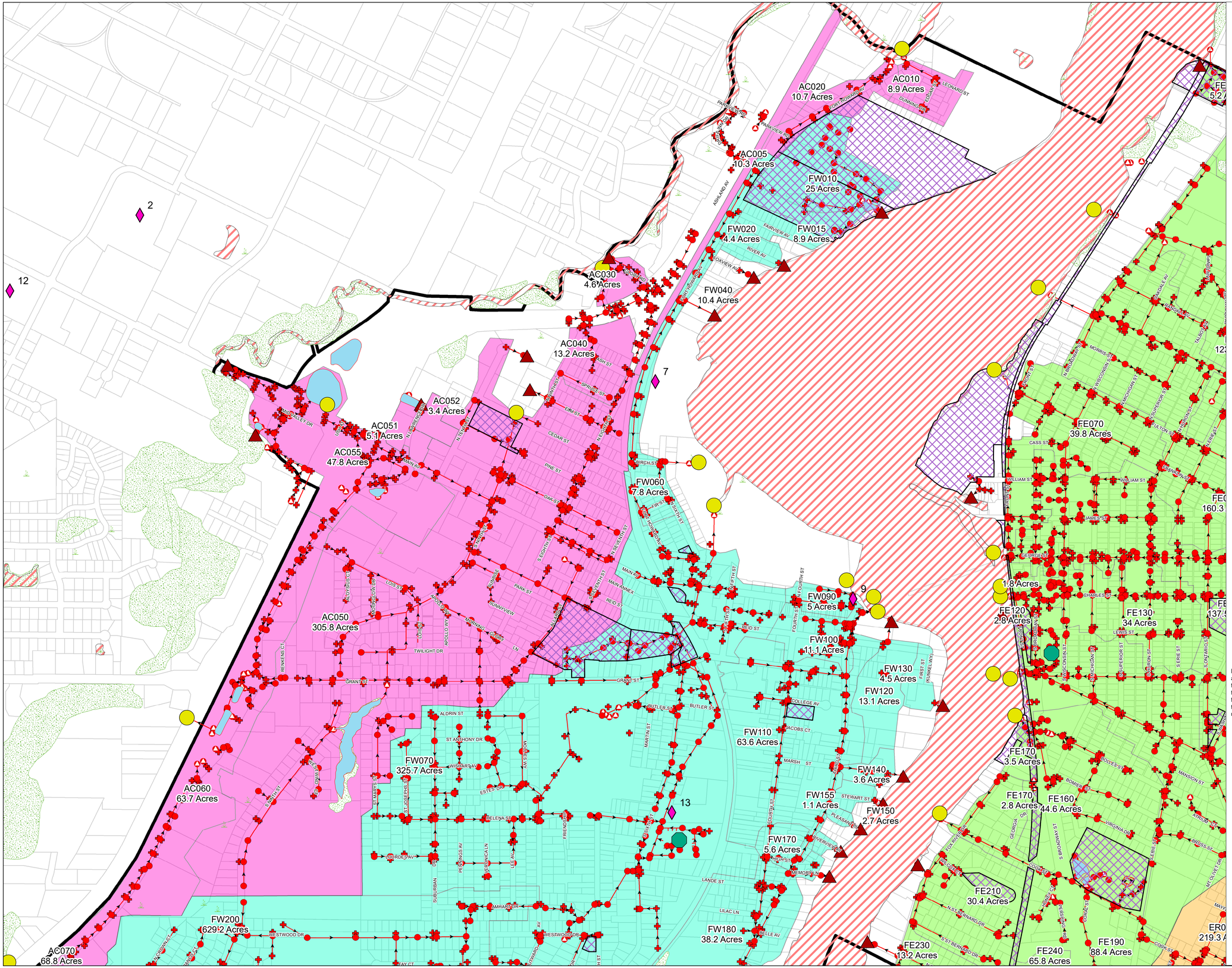
N
W E
S

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DE PERE SM

MS4 SYSTEM UPDATED 03/2021

STORM SEWER MANAGEMENT PLAN
CITY OF DE PERE
BROWN COUNTY, WISCONSIN



MS4 Drainage System

- Minor Outfalls
- Major Outfalls
- Storm Manhole
- Storm End Wall
- Storm Catch Basin
- Collectors

Publically Owned Land

- De Pere Recreational Areas
- De Pere Municipal Facilities

Natural Resources

- 303(d) Impaired Waters
- City Pond
- WDNR Wetland Inventory (Less Than 2 Acres)
- WDNR Wetland Inventory (2 Acres or Greater)

WPDES Industrial Permits

- WPDES Industrial Permit I.D.

Other Mapped Features

- Municipal Boundary
- Parcel Lines

TMDL Watershed Basins

- Fox East Basins
- East River Basins
- Fox West Basins
- Ashwaubenon Creek Basins

1 inch = 500 feet

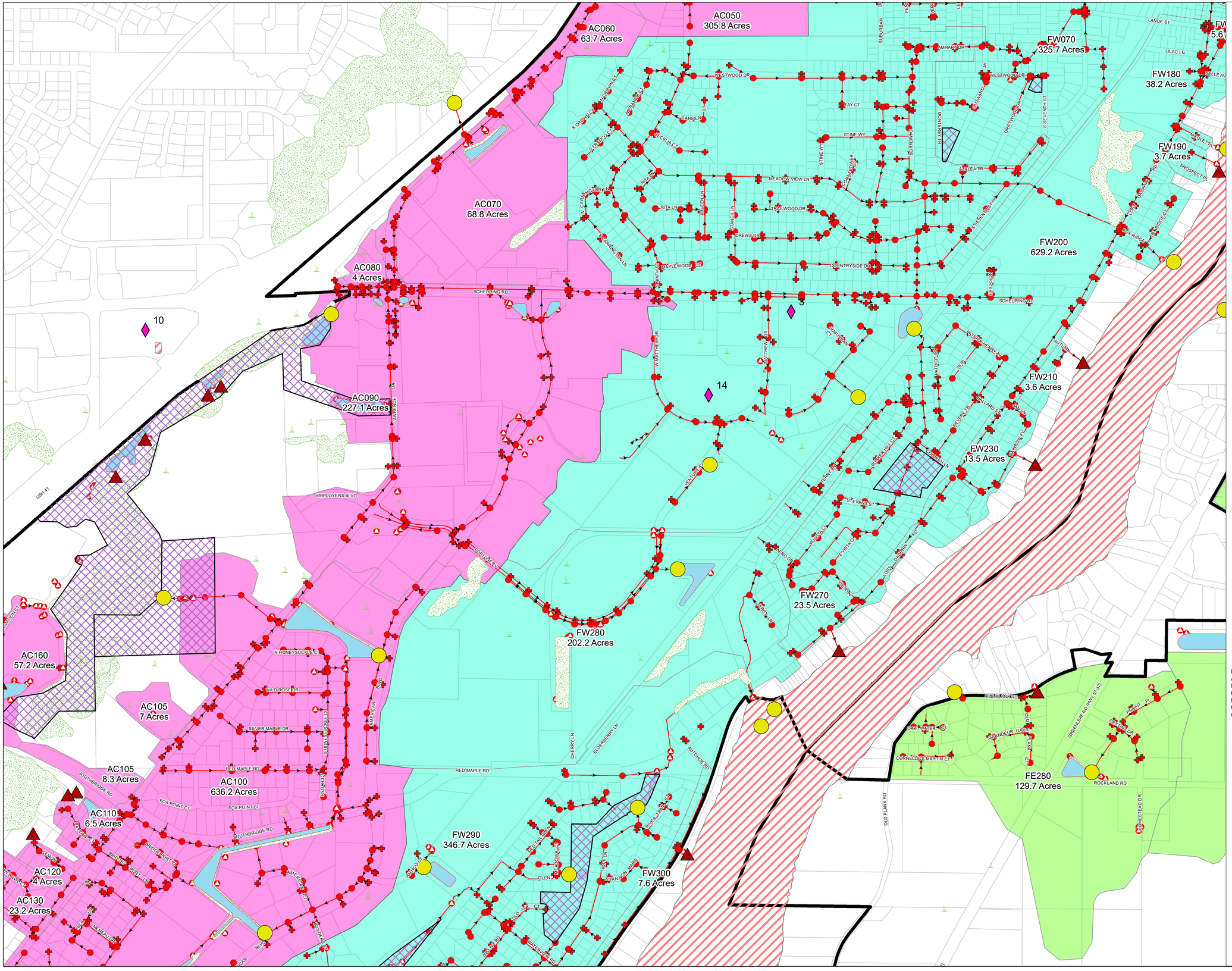
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Disclaimer: The property lines, right-of-way lines, and other property information on this drawing are developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. The City of De Pere does not guarantee this information to be correct, current or complete. The property and right-of-way information are only intended for use as a general referance and are not intended or suitable for site-specific use. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.

DE PERE

MS4 SYSTEM UPDATED 03/2021

STORM SEWER MANAGEMENT PLAN
CITY OF DE PERE
BROWN COUNTY, WISCONSIN



MS4 Drainage System

- Minor Outfalls
- Major Outfalls
- Storm Manhole
- Storm End Wall
- Storm Catch Basin
- Collectors

Publically Owned Land

- De Pere Recreational Areas
- De Pere Municipal Facilities

Natural Resources

- 303(d) Impaired Waters
- City Pond
- WDNR Wetland Inventory (Less Than 2 Acres)
- WDNR Wetland Inventory (2 Acres or Greater)

WPDES Industrial Permits

- WPDES Industrial Permit I.D.

Other Mapped Features

- Municipal Boundary
- Parcel Lines

TMDL Watershed Basins

- Fox East Basins
- East River Basins
- Fox West Basins
- Ashwaubenon Creek Basins

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DE PERE SM

MS4 SYSTEM UPDATED 03/2021

STORM SEWER MANAGEMENT PLAN
CITY OF DE PERE
BROWN COUNTY, WISCONSIN

AC160
57.2 Acres

AC105
7 Acres

AC105
8.3 Acres

AC110
6.5 Acres

AC120
4 Acres

AC130
23.2 Acres

AC140
12.5 Acres

AC100
636.2 Acres

AC150
41.8 Acres

AC170
31.1 Acres

AC180
17.4 Acres

AC090
227.1 Acres

FW200
629.2 Acres

FW280
202.2 Acres

FW300
7.6 Acres

FW290
346.7 Acres

FW310
73.8 Acres

FW300
28.3 Acres

6

MS4 Drainage System

- Minor Outfalls
- Major Outfalls
- Storm Manhole
- Storm End Wall
- Storm Catch Basin
- Collectors

Publically Owned Land

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Other Mapped Features

- Municipal Boundary
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- Fox East Basins
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1 inch = 500 feet

N
W E
S

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DE PERE SM

MS4 SYSTEM UPDATED 03/2021

STORM SEWER MANAGEMENT PLAN
CITY OF DE PERE
BROWN COUNTY, WISCONSIN

CITY OF DE PERE OUTFALLS

ASHWAUBENON CREEK BASIN

Outfall #	Subbasin #	Pipe Size (Inches)	Type of Outfall
AC010-1	AC010	18	Major
AC070-1	AC070	36	Major
AC100-1	AC100	18	Major
AC041-2	AC160	21	Major
AC030-1	AC030	36	Major
AC050-3	AC050	66	Major
AC055-1	AC055	42	Major
AC060-1	AC060	36	Major
AC090-1	AC090	54	Major
AC100-4	AC100	36	Major
AC100-3	AC100	48	Major
AC100-2	AC100	36	Major
AC100-5	AC100	36	Major
AC100-6	AC100	36	Major
AC100-7	AC100	36	Major
AC100-9	AC100	36	Major
AC100-9 added in 2020			
AC055-1	AC055	42	Major
AC050-1	AC050	18	Minor
AC050-2	AC050	24	Minor
AC050-3	AC050	66	Minor
AC055-2	AC055	24	Minor
AC030-2	AC030	15	Minor
AC055-3	AC055	24	Minor
AC055-4	AC055	24	Minor
AC180-1	AC180	21	Minor
AC041-1*	AC41	21	Minor
AC041-2*	AC41	21	Minor
AC041-3*	AC41	21	Minor
AC041-4*	AC41	21	Minor
AC100-8	AC100	15	Minor
AC100-8 added in 2020			
AC110-1	AC110	8	Minor
AC110-2	AC110	10	Minor
AC120-1	AC120	15	Minor
AC130-1	AC130	12	Minor
AC140-1	AC140	8	Minor
AC140-2	AC140	8	Minor
AC140-3	AC140	12	Minor
AC150-1	AC150	10	Minor
AC170-1	AC170	12	Minor

*Ashwaubenon Creek Ponds

EAST RIVER BASIN

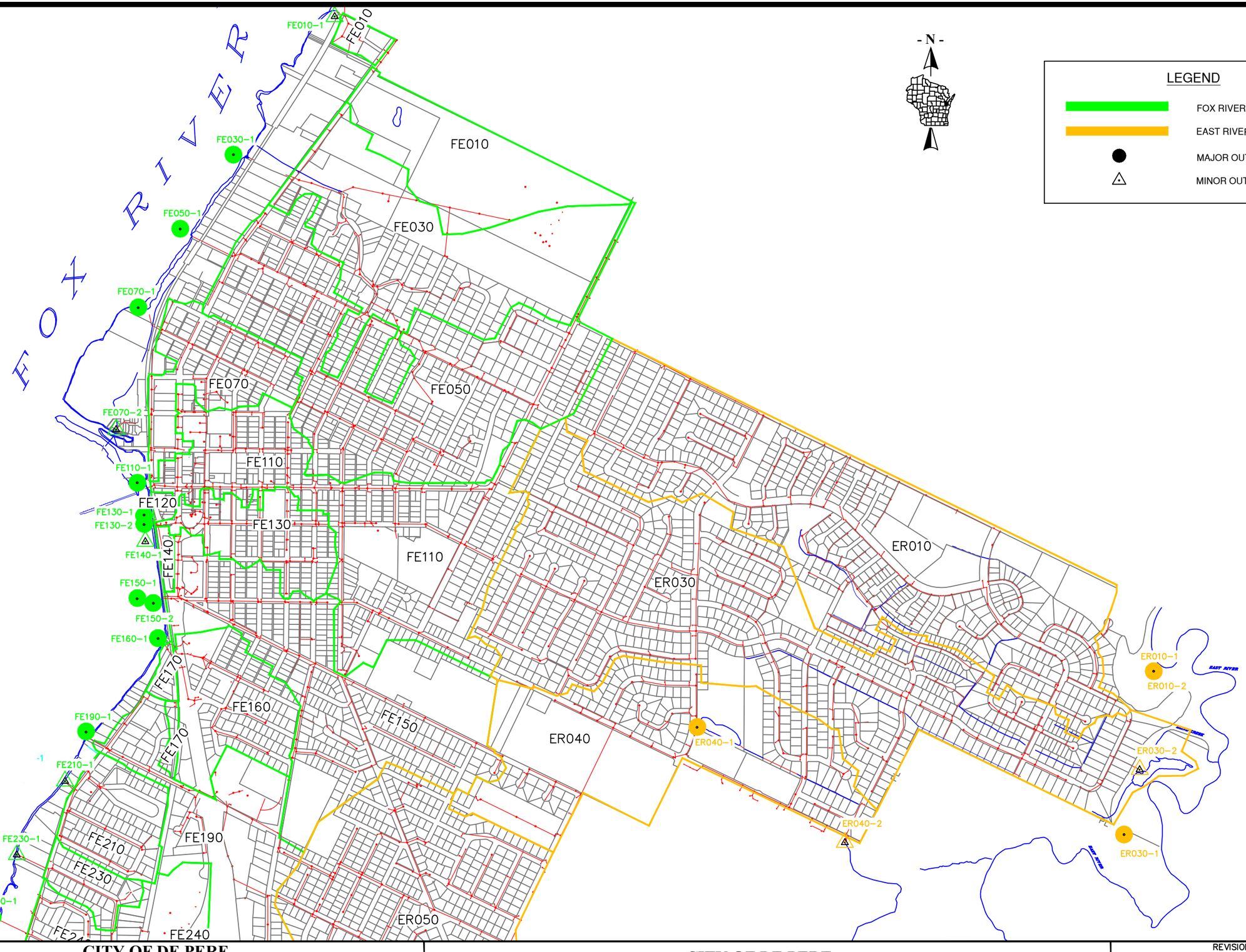
ER010-1	ER010	42	Major
ER010-2	ER010	42	Major
ER030-1	ER030	60	Major
ER080-1	ER080	24	Major
ER040-1	ER040	34X53	Major
ER050-1	ER050	42	Major
ER110-1	ER110	42	Major
ER120-1	ER120	42	Major
ER120-2	ER120	36	Major
ER130-1	ER130	42	Major
ER130-2	ER130	36	Major
ER130-3	ER130	30	Minor
ER130-3 added in 2019			
ER040-2	ER040	30	Minor
ER030-2	ER030	21	Minor
ER060-1	ER060	21	Minor

FOX RIVER WEST BASIN

Outfall #	Subbasin #	Pipe Size (Inches)	Type of Outfall
FW060-1	FW060	18	Major
FW070-1	FW070	60X87	Major
FW090-1	FW090	18	Major
FW100-1	FW100	30	Major
FW100-2	FW100	42	Major
FW180-1	FW180	60	Major
FW200-1	FW200	72	Major
FW280-1	FW280	72	Major
FW290A-1	FW290A	72	Major
FW200-2	FW200	42	Major
FW200-3	FW200	36	Major
FW200-4	FW200	30	Major
FW280-2	FW280	42	Major
FW290-1	FW290	52	Major
FW290-2	FW290	54	Major
FW290-3	FW290	42	Major
FW290-4	FW290	42	Major
FW290-5	FW290	36	Major
FW020-1	FW020	12	Minor
FW155-1	FW155	8	Minor
FW160-1	FW160	8	Minor
FW010-1	FW010	24	Minor
FW040A-1	FW040A	15	Minor
FW040A-2	FW040A	18	Minor
FW120-1	FW120	16	Minor
FW130-1	FW130	16	Minor
FW140-1	FW140	12	Minor
FW150-1	FW150	12	Minor
FW170-1	FW170	12	Minor
FW190A-1	FW190A	8	Minor
FW210-1	FW210	12	Minor
FW230-1	FW230	21	Minor
FW270-1	FW270	24	Minor
FW300-1	FW300	18	Minor

FOX RIVER EAST BASIN

FE030-1	FE030	72	Major
FE050-1	FE050	65x40	Major
FE070-1	FE070	36	Major
FE110-1	FE110	38x60	Major
FE130A-1	FE130A	24x38	Major
FE130A-2	FE130A	24x38	Major
FE150-1	FE150	30	Major
FE150-2	FE150	42	Major
FE160-1	FE160	42	Major
FE190-1	FE190	24	Major
FE240-1	FE240	24	Major
FE270-1	FE270	60	Major
FE270-2	FE270	48	Major
FE280-2	FE280	48	Major
FE280-3	FE280	42	Major
FE260-1	FE260	36	Major
FE260-2	FE260	42	Major
FE290-1	FE290	42	Major
FE280-1	FE280	12	Minor
FE010-1	FE010	30	Minor
FE070-2	FE070	24	Minor
FE140-1	FE140	24	Minor
FE210-1	FE210	24	Minor
FE230-1	FE230	21	Minor



CITY OF DE PERE

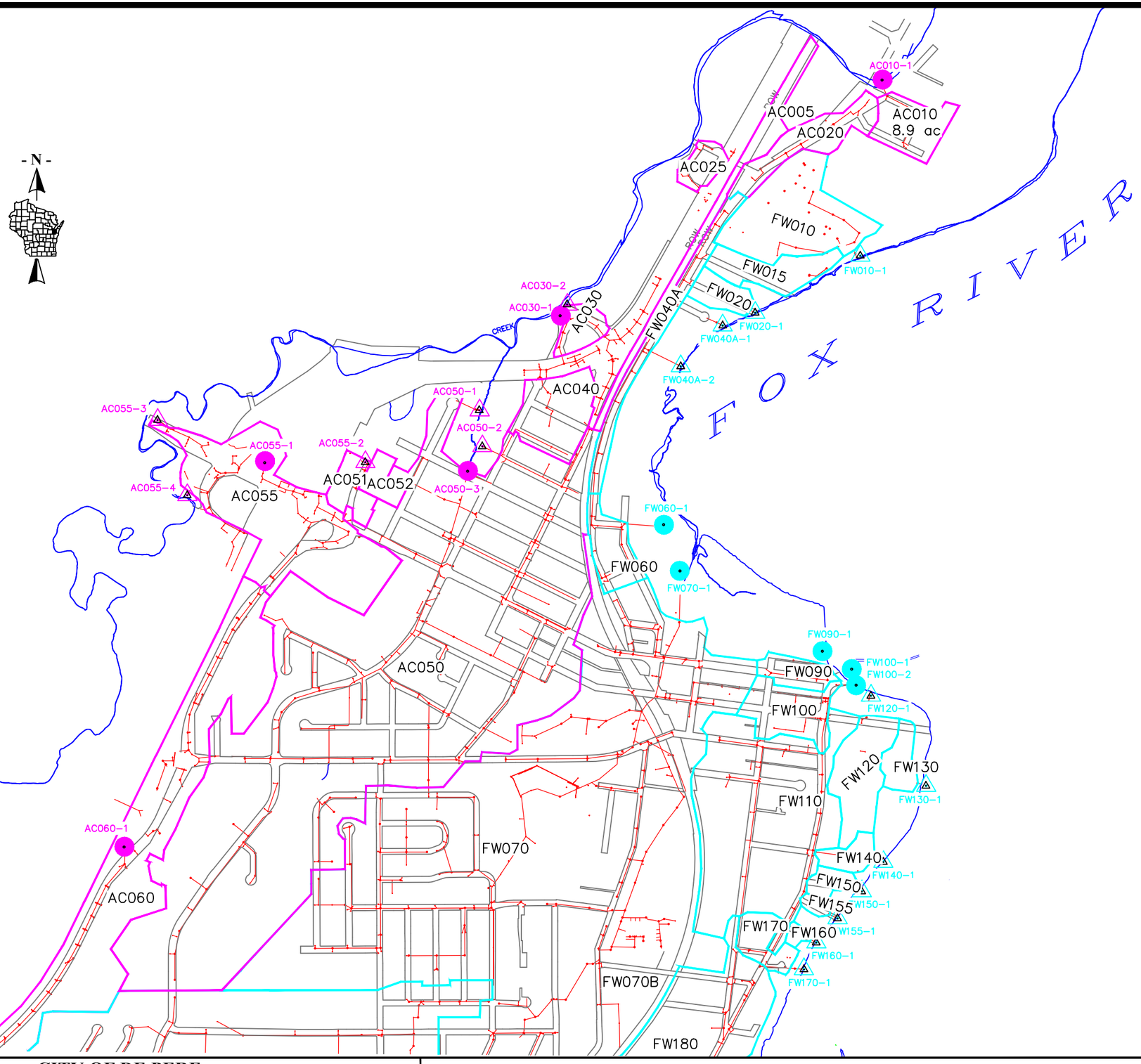
ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

CITY OF DE PERE
MAJOR & MINOR OUTFALLS NE REGION

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS
1	03-2020	KAD	MAJOR AND MINOR OUTFALLS UPDATED
2	03-2021	KAD	MAJOR AND MINOR OUTFALLS UPDATED

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LEGEND

- FOX RIVER WEST BASIN
- ASHWAUBEON CREEK BASIN
- MAJOR OUTFALL
- MINOR OUTFALL

DE PERE

CITY OF DE PERE

ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
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CITY OF DE PERE
MAJOR & MINOR OUTFALLS NW REGION

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS
1	03-2020	KAD	MAJOR AND MINOR OUTFALLS UPDATED
2	02-2021	KAD	MAJOR AND MINOR OUTFALLS UPDATED

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FOX RIVER

FE240
FE250
FE260-2
FE260
FE260-1
FE270-1
FE270-2
FE275
FE270
FE280-2
FE280-1
FE280-3
FE280
FE290-1
FE290
ER065
ER080
ER080-1
ER090
ER095
ER110
ER110-1
ER120
ER120-1
ER120-2
ER130
ER130-1
ER130-2
ER130-3
ER050-1
ER055
ER060
ER060-1
ROW

- N -

LEGEND

- FOX RIVER EAST BASIN
- EAST RIVER BASIN
- MAJOR OUTFALL
- MINOR OUTFALL

CITY OF DE PERE
ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

CITY OF DE PERE
MAJOR & MINOR OUTFALLS SE REGION

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS
1	03-2020	KAD	MAJOR AND MINOR OUTFALLS UPDATED
2	03-2021	KAD	MAJOR AND MINOR OUTFALLS UPDATED

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- N -

AC070–1
AC070
AC080
PL
FW200
FW180–1
FW190A
FW190A–1
FW200–1
AC090–1
AC090
FW200–2
FW200–3
FW210
FW210–1
AC041–2
AC041–3
AC041–1
AC041–4
FW200
FW200–4
FW230
FW230–1
FW270
AC100–1
AC100–4
FW280
FW280–2
PL
FW270–1
AC160
AC160–1
AC105
AC100
FW280–1
FW290
FW290A–1
AC105
AC110–1
AC110–2
AC130–1
AC120–1
AC110
AC120
AC130
FW290–1
FW300–1
FW290–3
FW290–2
FW300
AC140–2
AC140–1
AC140–3
AC100–3
AC140
AC150–1
AC170–1
AC150
AC100–2
FW290–4
FW290

FOX RIVER

LEGEND

- FOX RIVER WEST BASIN
- ASHWAUBEON CREEK BASIN
- MAJOR OUTFALL
- MINOR OUTFALL

DE PERE
CITY OF DE PERE
ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
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CITY OF DE PERE
MAJOR & MINOR OUTFALLS SW REGION

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS
1	03–2020	KAD	MAJOR AND MINOR OUTFALLS UPDATED
2	03–2021	KAD	MAJOR AND MINOR OUTFALLS UPDATED

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- N -

AC100-1
AC100-4
AC160
AC160-1
AC105
AC100
AC105
AC110-2
AC110-1
AC120-1
AC130-1
AC110
AC120
AC130
AC140-2
AC140-1
AC140-3
AC140
AC150-1
AC170-1
AC150
AC170
AC180-1
AC180
AC100-2
AC100-3
AC100-5
AC100-6
AC100-7
AC100-8
AC100-9
FW280
FW280-2
FW270-1
FW280-1
FW290
FW290A-1
FW290-1
FW300-1
FW290-3
FW290-2
FW300
FW290-4
FW290-5
FW310
FOX RIVER

LEGEND

- FOX RIVER WEST BASIN
- ASHWAUBEON CREEK BASIN
- MAJOR OUTFALL
- MINOR OUTFALL

DE PERE

CITY OF DE PERE

ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
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CITY OF DE PERE
MAJOR & MINOR OUTFALLS SW REGION

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS
1	03-2020	KAD	MAJOR AND MINOR OUTFALLS UPDATED
2	02-2021	KAD	MAJOR AND MINOR OUTFALLS UPDATED

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ASHWAUBENON CREEK - CITY OF DE PERE, WI
Modifications/Upgrades for TSS Reduction
2020 MS4 Annual Report
Last Update - March 4, 2021

Modifications/Upgrades to Existing Basins

	Beginning of Year Totals (Carry to Next Year) (See Note 2)						Calender Year 2020 Modifications						End of Year Totals (Carry to Next Year) (See Note 2)					
Basin	Area (acres) (Note 2)	Total Suspended Solids No Controls (lbs/acre/yr)	Total Suspended Solids No Controls (lbs/yr) (Note 2)	Total Suspended Solids With Controls (lbs/yr) (Note 2)	Percent TSS Reduction (Note 2)	TSS Reduction	Area Modifications (acres)	Total Suspended Solids No Controls - New Treatment Area (lbs/yr)	Modeled Percent TSS Reduction	Total Suspended Solids Reduction (lbs/year)	Additional Suspended Solids Reduction (lbs/year)	Comment - 2020 Changes	Area (acres) (Note 2)	Total Suspended Solids No Controls (lbs/yr) (Note 2)	Total Suspended Solids With Controls (lbs/yr) (Note 2)	Percent TSS Reduction (Note 2)	TSS Reduction	Comment for Next Year
AC005	16.119	477	7,694	7,559	1.8%	135							16.119	7,694	7,559	1.8%	135	
AC010	8.923	265	2,361	2,037	13.7%	324							8.923	2,361	2,037	13.7%	324	
AC020	10.718	326	3,495	3,022	13.5%	473							10.718	3,495	3,022	13.5%	473	
AC025	3.4	488	1,659	1,445	12.9%	214							3.4	1,659	1,445	12.9%	214	
AC030	4.6	488	2,247	1,956	12.9%	291							4.6	2,247	1,956	12.9%	291	
AC040	13.183	310	4,089	3,403	16.8%	686							13.183	4,089	3,403	16.8%	686	
AC050	291.118	288	83,842	52,653	37.2%	31,189	8.84	288	37.2%	947		Area moved from FW070	299.96	86,388	54,252	37.2%	32,136	
AC051	5.13	288	1,477	241	80.6%	1,237							5.13	1,477	241	80.6%	1,237	
AC052	3.38	0	0			0							3.38	0			0	
AC055	24.34	502	12,225	3,738	69.4%	8,487							24.34	12,225	3,738	69.4%	8,487	
AC060	50.506	489	24,719	8,133	67.1%	16,587							50.506	24,719	8,133	67.1%	16,587	
AC070	68.77	479	32,916	9,427	71.4%	23,489							68.77	32,916	9,427	71.4%	23,489	
AC080	3.999	502	2,009	701	65.1%	1,308							3.999	2,009	701	65.1%	1,308	
AC090	226.369	448	101,364	29,557	70.8%	71,807							226.369	101,364	29,557	70.8%	71,807	
AC100	620.065	263	163,073	32,615	80.0%	130,458							620.065	163,073	32,615	80.0%	130,458	
		263					15.92	4,186	85.3%	3,569	3,569	RE Lee Report of new pond	15.92	4,187	617	85.3%	3,570	
AC105	15.254	267	4,069	1,426	65.0%	2,643							15.254	4,069	1,426	65.0%	2,643	
AC110	6.497	203	1,320	254	80.7%	1,066							6.497	1,320	254	80.7%	1,066	
AC120	3.993	197	788	646	18.0%	142							3.993	788	646	18.0%	142	
AC130	23.238	235	5,466	3,112	43.1%	2,354							23.238	5,466	3,112	43.1%	2,354	
AC140	12.462	195	2,428	409	83.1%	2,019							12.462	2,428	409	83.1%	2,019	
AC150	41.82	160	6,681	1,278	80.9%	5,403							41.82	6,681	1,278	80.9%	5,403	
AC160	60.318	343	20,717	4,749	77.1%	15,968	(3.34)						60.318	20,717	4,749	77.1%	15,968	
AC170	68.77	479	32,916	5,946	81.9%	26,970							68.77	32,916	5,946	81.9%	26,970	
AC180	17.352	49	843	26	96.9%	817							17.352	843	26	96.9%	817	
AC190		109					15.30	109	87.8%	1,464	1,464	New basin with private pond in 2020.	18.64	2,032	248	87.8%	1,784	
		109					3.34	109	87.8%	320	320	Area from AC 160						
Total	1,600.32		518,399	174,332	66.4%	344,067					5,352		1,643.72	527,163	176,796	66.5%	350,368	

Assumptions
(1) Agricultural lands in the Lower Fox River Mainstream HUC-12 are discharging 540lbs/acre of TSS. Assume a 5% TSS reduction.
(2) Copy the values from the End of Year Totals to Beginning of Year Totals for the next calendar year. Delete extra rows at the beginning of each year. These are the rows that summarize multiple actions within a basin.

EAST RIVER - CITY OF DE PERE, WI
Modifications/Upgrades for TSS Reduction
2020 MS4 Annual Report
Last Update - March 4, 2021

Modifications/Upgrades to Existing Basins

	End of Year Totals 2019						Calender Year 2020 Modifications						End of Year Totals (Carry to Next Year) (See Note 2)					
Basin	Area (acres)	Total Suspended Solids No Controls (lbs/acre/yr)	Total Suspended Solids No Controls (lbs/yr)	Total Suspended Solids With Controls (lbs/yr)	Percent TSS Reduction	TSS Reduction	Additional Area Treated (acres)	Total Suspended Solids No Controls - New Treatment Area (lbs/yr)	Modeled Percent TSS Reduction	Total Suspended Solids Reduction (lbs/year)	Additional Suspended Solids Reduction (lbs/year)	Comment - 2020 Changes	Area (acres)	Total Suspended Solids No Controls (lbs/yr)	Total Suspended Solids With Controls (lbs/yr)	Percent TSS Reduction	TSS Reduction	Comment for Next Year
ER010	241.222	216	52,164	4,766	90.9%	47,398							241.222	52,164	4,766	90.9%	47,398	
ER030	288.859	207	59,775	18,741	68.6%	41,034	0.47	207	68.6%	67		FE050, FE070, FE110, FE130, FE150, ER030, and ER040	289.33	59,872	18,800	68.6%	41,072	
ER040	132.133	265	34,966	14,195	59.4%	20,771	(1.16)	265	59.4%	-183		FE050, FE070, FE110, FE130, FE150, ER030, and ER040	130.973	34,659	14,072	59.4%	20,587	
ER050	208.635	209	43,577	9,412	78.4%	34,165							208.635	43,577	9,412	78.4%	34,165	
ER055	10.819	202	2,188	1,794	18.0%								10.819	2,188	1,794	18.0%		
ER060	22.444	192	4,308	1,054	75.5%	3,254							22.444	4,308	1,054	75.5%	3,254	
ER065	7.053	430	3,031	2,667	12.0%	364		0			0		7.053	3,031	2,667	12.0%	364	
ER080	105.288	470	49,455	6,182	87.5%	43,273		0			0		105.288	49,455	6,182	87.5%	43,273	
ER090	4.046	517	2,090	1,904	8.9%	186							4.046	2,090	1,904	8.9%	186	
ER095	8.325	421	3,503	3,220	8.1%	283							8.325	3,503	3,220	8.1%	283	
ER110	68.139	505	34,436	11,815	65.7%	22,621					3,351	RE Lee remodeled the pond in 2019. Efficiency went from 65.7% to 75.42%	68.139	34,436	8,464	75.4%	25,972	
ER120	96.469	234	22,578	7,534	66.6%	15,044							96.469	22,578	7,534	66.6%	15,044	
ER130	97.154	308	18,376	1,476	84.8%	16,900							59.574	18,376	1,476	84.7%	16,900	
Total	1,290.6		330,447	84,760	74.3%	245,293					3,351		1,252.3	330,237	81,345	75.4%	248,498	

Assumptions
(1) Agricultural lands in the Lower Fox River Mainstream HUC-12 are discharging 540lbs/acre of TSS. Assume a 5% TSS reduction.
(2) Move this End of Year Totals to Beginning of Year Totals for the next calendar year. Delete extra rows at the beginning of each year. These are the rows that summarize multiple actions within a basin.

LOWER FOX RIVER MAINSTREAM - CITY OF DE PERE, WI
Modifications/Upgrades for TSS Reduction
2020 MS4 Annual Report
Last Update -March 4, 2021

Modifications/Upgrades to Existing Basins

	End of Year Totals 2019						Calender Year 2020 Modifications						End of Year Totals 2020					
Basin	Area (acres)	Total Suspended Solids No Controls (lbs/acre/yr)	Total Suspended Solids No Controls (lbs/yr)	Total Suspended Solids With Controls (lbs/yr)	Percent TSS Reduction	TSS Reduction	Area Modifications (Acres)	Total Suspended Solids No Controls - New Treatment Area (lbs/yr)	Modeled Percent TSS Reduction	Total Suspended Solids Reduction (lbs/year)	Additional Suspended Solids Reduction (lbs/year)	Comment - 2020 Changes	Area (acres)	Total Suspended Solids No Controls (lbs/yr)	Total Suspended Solids With Controls (lbs/yr)	Percent TSS Reduction	TSS Reduction	Comment for Next Year
FE010	64.606	273	17,624	15,498	12.10%	2,126							64.606	17,624	15,498	12.10%	2,126	
FE030	123.561	232	28,665	24,522	14.50%	4,143							123.561	28,665	24,522	14.50%	4,143	
FE050	160.776	214	34,377	28,170	18.10%	6,207	(0.39)	214	18.10%	-15		FE050, FE070, FE110, FE130, FE150, ER030, and ER040	160.39	34,294	28,086	18.10%	6,207	
FE070	39.886	271	10,794	8,824	18.30%	1,970	(0.21)	271	18.30%	-10		FE050, FE070, FE110, FE130, FE150, ER030, and ER040	39.676	10,737	8,772	18.30%	1,965	
FE110	137.342	242	33,209	27,647	16.70%	5,562	(2.02)	242	16.70%	-82		FE050, FE070, FE110, FE130, FE150, ER030, and ER040	135.322	32,721	27,256	16.70%	5,464	
FE120	1.82	387	704	580	17.60%	124							1.82	704	580.096	17.60%	124	
FE130	32.459	284	9,228	7,637	17.20%	1,591	3.57	284	17.20%	174		FE050, FE070, FE110, FE130, FE150, ER030, and ER040	36.029	10,243	8,481	17.20%	1,762	
FE140	2.789	139	388	348	10.50%	40							2.789	388	347.26	10.50%	41	
FE150	127.611	268	34,173	28,877	15.50%	5,296	(0.30)	268	15.50%	-12		FE050, FE070, FE110, FE130, FE150, ER030, and ER040	127.311	34,093	28,808	15.50%	5,284	
FE160	42.629	215	9,165	7,735	15.60%	1,430							42.629	9,165	7,735	15.60%	1,430	
FE170	6.249	166	1,040	878	15.60%	162							6.249	1,040	878	15.60%	162	
FE190	17.59	835	14,679	12,372	15.70%	2,307							17.59	14,679	12,372	15.70%	2,307	
	51.87	250	12,968	1504	88.40%	11,463							51.87	12,968	1504	88.40%	11,463	
FE210	30.413	195	5,937	4,929	17.00%	1,008							30.413	5,937	4,929	17.00%	1,008	
FE230	13.221	214	2,830	2,353	16.80%	477							13.221	2,830	2,353	16.80%	477	
FE240	56.309	246	13,866	9,707	30.00%	4,159							56.309	13,866	9,707	30.00%	4,159	
FE250	4.965	201	997	816	18.10%	181							4.965	997	816	18.10%	181	
FE260	104.219	416	43,355	8,671	80.00%	34,684							104.219	43,355	8,671	80.00%	34,684	
FE270	42.165	457	19,269	19,268	8.20%	1							42.165	19,269	19,268	8.20%	1	
														0				
FE275	23.216	291	6,761	1,256	81.40%	5,505							23.216	6,761	1,256	81.40%	5,505	
FE280	127.272	257	32,694	19,865	39.20%	12,829							127.272	32,694	19,865	39.20%	12,829	
FE290	37.108	346	12,839	1618	87.40%	11,222							37.108	12,839	1618	87.40%	11,222	
	58.21	540	31,433	3961	87.40%	27,473							58.21	31,433	3961	87.40%	27,473	
FE310					5.00%									0		5.00%		
FW010	25.055	142	3,567	993	72.20%	2,574							25.055	3,567	993	72.20%	2,574	
FW015	8.853	182	1,615	1,360	15.80%	255							8.853	1,615	1,360	15.80%	255	
FW020	3.298	201	662	542	18.20%	120							3.298	662	542	18.20%	120	
FW040	10.493	426	4,468	4,217	5.60%	251							10.493	4,468	4,217	5.60%	251	
FW060	7.785	233	1,812	1,534	15.30%	278							7.785	1,812	1,534	15.30%	278	
FW070	333.921	264	88,312	76,072	13.90%	12,240	(1.22)	264	13.90%	-45		Area moved to FW110	323.86	85,651	73,746	13.90%	11,906	
							(8.84)	264	13.90%	-324		Area moved to AC050						
FW090	4.984	401	2,000	1,680	16.00%	320							4.984	2,000	1,680	16.00%	320	
FW100	11.052	376	4,156	3,439	17.20%	717							11.052	4,156	3,439	17.20%	717	
FW110	62.419	264	16,495	14,214	13.80%	2,281	1.22	264	13.80%	44		Area moved from FW070	63.64	16,817	14,497	13.80%	2,321	
FW120	13.135	332	4,366	3,890	10.90%	476							13.135	4,366	3,890	10.90%	476	
FW130	4.476	335	1,498	1,336	10.80%	162							4.476	1,498	1,336	10.80%	162	
FW140	3.62	335	1,211	1,080	10.80%	131							3.62	1,211	1,080	10.80%	131	
FW150	2.691	329	886	789	11.00%	97							2.691	886	789	11.00%	97	
FW155	1.111	201	223	183	18.10%	40							1.111	223	183	18.10%	40	
FW160	1.022	201	205	168	18.10%	37							1.022	205	168	18.10%	37	
FW170	5.628	218	1,226	1,008	17.80%	218							5.628	1,226	1,008	17.80%	218	
FW180	38.228	179	6,854	5,823	15.00%	1,031							38.228	6,854	5,823	15.00%	1,031	
FW190	3.672	201	737	604	18.10%	133							3.672	737	604	18.10%	133	
FW200	629.791	306	192,527	111,281	42.20%	81,246							629.791	192,527	111,281	42.20%	81,246	
FW210	3.561	201	715	585	18.10%	130							3.561	715	585	18.10%	130	
FW230	13.484	201	2,708	2,216	18.10%	492							13.484	2,708	2,216	18.10%	492	
FW270	22.826	200	4,565	3,743	18.00%	822							22.826	4,565	3,743	18.00%	822	
FW280	189.281	472	89,344	32,502	63.60%	56,842							189.281	89,344	32,502	63.60%	56,842	
	12.93	201	2,599	2,131	18.00%	468							12.93	2,599	2,131	18.00%	468	Area of FW 280 near Terry Lane that is not treated
FW290	321.329	312	100,255	38,698	61.40%	61,556							321.329	100,255	38,698	61.40%	61,556	
FW300	7.598	211	1,606	1,327	17.40%	279							7.598	1,606	1,327	17.40%	279	
FW310	92.9	0			5.00%								92.9	0		5.00%		New basin with new pond once area is developed. Area is currently agricultural. Waste generation based on agricultural use. Additional suspended solids based on residential land use.
Total	3,141.43		911,608	548,452	39.84%	363,156	8.19				0		3,133.24	909,576	546,657	39.90%	362,918	

Assumptions
(1) Agricultural lands in the Lower Fox River Mainstream HUC-12 are discharging 540lbs/acre of TSS. Assume a 5% TSS reduction.
(2) Move this End of Year Totals to Beginning of Year Totals for the next calendar year. Delete extra rows at the beginning of each year. These are the rows that summarize multiple actions within a basin.

2020
NEWSC PUBLIC OUTREACH AND EDUCATION ACTIVITIES









Report complied by:
Kelly Reyer
Outreach Coordinator
Kelly@fwwa.org

NEWSC OUTREACH AND EDUCATION & Impacts from the Covid-19 Pandemic

2020: NEWSC outreach and education efforts were severely impacted by Covid-19. Despite the limitations for public gatherings and education in schools, a lot was still accomplished.

- (4) communities received school outreach, De Pere, Appleton, Oshkosh, and Fond du Lac, reaching approximately 276 students
- (2) exhibiting events, one in Oshkosh and one in Green Bay
- More sharing and content on our social media accounts and followers have grown significantly
- The Source e-newsletter was revamped and is sent out monthly with MS4 related content
- 834 volunteers participated in the 2020 Fox-Wolf Watershed Cleanup, and we had the most sponsors in the event's history support the event
- TV coverage from all local stations, and "What is a Watershed" article featured on the cover of all Gannet newspapers.
- Working with the new WI Salt Wise Coordinator on salt reduction efforts including social media posts, informational webinars, and Salt Awareness Week in January 2021
- Citizen Science: getting local volunteers to participate in chloride monitoring through the Salt Watch program and litter pickup through the Litterati app
- Sign designs created for the DNR River Planning grant

2021: We will continue our current efforts and hope to resume normal outreach activities including school presentations, exhibiting, and community presentations based on public health guidelines surrounding the Covid-19 pandemic.

- Help coordinate efforts for the 2021 Salt Awareness Week taking place in January
- Plan and coordinate the 2021 Fox-Wolf Watershed Cleanup event taking place on Saturday, May 1st
- Finish all design work and materials for the DNR River Planning grant and work with NEWSC communities to find potential sign winners (private BMP owners)
- Finalize sign winners, order signs, conduct public outreach related to the project
- Send out school outreach brochure in the fall

NEWSC Exhibiting:

Going forward, we will move the communities to receive 2020 NEWSC exhibiting into the forthcoming years of the 5-year MS4 permit cycle. The communities highlighted in yellow were 2020 exhibiting communities that have been added to the list for exhibiting in 2021, 2022, and 2023.

2021	2022	2023	2024
	City of Kaukauna	City of Marinette	City of Fond du Lac
City of Appleton	Winnebago County	Brown County	City of Two Rivers
Fond du Lac County	Village of Allouez	Village of Ashwaubenon	Outagamie County
Village of Bellevue	Village of Eden	Village of Fox Crossing	City of De Pere
Village of Harrison	Village of Howard	Village of Kimberly	City of Manitowoc
Village of N. Fond du Lac	Village of Sherwood	Village of Suamico	City of Neenah
Town of Neenah	Town of Buchanan	Town of Clayton	
Town of Lawrence	Town of Friendship	Town of Grand Chute	
Town of Scott	Town of Greenville	Town of Ledgeview	
Town of Black Wolf	Town of Taycheedah	Village of Combined Locks	
Town of Fond du Lac	Village of Hobart	Village of Little Chute	
	Calumet County	UW Oshkosh	
	City of Menasha		

Kelly Reyer
Outreach Coordinator
Fox-Wolf Watershed Alliance & NEWSC
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2020 NEWSC OUTREACH OVERVIEW

School Presentations:

- 1/28/2020 (1) High School club at Appleton North High School (Appleton), approx. reach, 15 students
- 3/11-12/2020 (5) 5th grade classes at West De Pere Elementary School (De Pere), approx. reach 130 students
- 9/10-9/11 2020 9-12th graders from Oshkosh North High School Miller's Bay, Oshkosh, approx. reach 120 students
- 10/01/2020 5th grade classes at STEM Academy in Fond du Lac (virtual meeting), approx. reach 11 students

Community Presentations:

- 1/23/2020 Adopt-a-Storm Drain Kickoff event in Fond du Lac, approx. reach 10 attendees

Social Media:

Facebook: 1,861 likes, 1,972 followers
Instagram: 339 followers, 240 posts

Exhibiting:

- 1/24/2020 Toward Harmony with Nature Wild Ones Conference, Oshkosh, approx. reach 200 attendees
- 3/07/2020 Leopold Event exhibiting at Brown County Library in Green Bay, approx. reach 45 attendees

2020 Fox-Wolf Watershed Cleanup (active participation):

Volunteers: 834 Total Trash Bags: 476 Tires: 16 Electronics: 15 Plastic bags: 1,010 Balloons: 177 Straws: 1,163 Recycle bags: 89

Sponsorships

NEWSC
American Rivers: IN-KIND
Badger Sports. Mag.: IN-KIND
Woodward Comm.: IN-KIND
Community First CU: IN-KIND
91.1 The Avenue: IN-KIND
4imprint: IN-KIND
Essity: $2,500
City of Oshkosh: $2,500
Fund for Lake Michigan: $2,500
City of Appleton: $2,500
Green Bay Packers: $2,500
Cellcom: $1,000

Amcor: $1,000
Encapsys: $1,000
Graymont: $1,000
CN: $1,000
Jewelers Mutual: $1,000
J.F. Brennan: $1,000
We Energies: $1,000
Menasha Corp: $1,000
Water-Right: $1,000
Wolf River Com. Bank: $1,000
WPS Foundation: $1,000
Amcor/Bemis: $1,000
Encapsys: $1,000
Graymont: $1,000
SECURA: $1,000

Badger Labs: $500
Village of Fox Crossing: $500
Plexus: $500
Fox Comm. CU: $500
Great Northern Corp: $500
Great Northern Lam: $500
Mercury Marine: $500
OMNNI Associates: $500
Plexus: $500
Evergreen CU: $200
Gene Frederickson: $100
Thedacare: $100

Total: $30,000

Media:

- **March 19, 2020** - What is a Watershed? (Gannett USA-Today Network): https://www.postcrescent.com/story/news/2020/03/19/wisconsin-flooding-and-water-quality-watersheds-define-where-how-were-affected/4832716002/
- **August 20, 2020** – The Cleanup is days away (WFRV Channel 5): https://www.wearegreenbay.com/local5live-onlocation/fox-wolf-watershed-grab-some-supplies-and-help-clean-up-area-waterways/
- **August 22, 2020** – Coverage of the Cleanup in Kimberly (WFRV Channel 5): https://www.wearegreenbay.com/news/local-news/volunteers-tackle-more-than-60-sites-for-the-fox-wolf-watershed-clean-up/

- **August 22, 2020** – Coverage of the Cleanup in Fond du Lac (WBAY Channel 2) https://www.wbay.com/2020/08/22/sustain-fond-du-lac-joins-fox-wolf-watershed-alliance-in-cleanup-efforts/
- **October 5, 2020** - Plastic Pollution (WLUK Fox-11): https://fox11online.com/news/local/cleanup-needed-as-debris-accumulates-on-some-lake-michigan-shorelines

Watershed Pledges (active participation):

- 4/24/2020 11:57:18 (Allouez – 54301) Amanda Lowther, greenheartwhimsey@gmail.com, age, 21-49
- 4/24/2020 15:20:48 (Menasha – 54952) Leslie Lemieux, LezleeC830@yahoo.com, age, 21-49

Chloride Monitoring (active participation, with documentation):

- 10/20/2020 Ashwaubenon, 79ppm Cl-
- 10/20/2020 Oshkosh, 71ppm Cl-
- 10/28/2020 Fond du Lac, 31ppm Cl-
- 11/18/2020 Oshkosh, 116ppm Cl-
- 11/19/2020 Neenah 67ppm Cl-

Storm Drain Makeovers (active participation, with photos)

- 04/21/2020 Oshkosh, before and after photos
- 04/21/2020 Menasha, before and after photos

School Presentations:

Appleton:

- 1/28/2020 (1) High School club at Appleton North High School (Appleton), approx. reach, 15 students

De Pere:

- 3/11-12/2020 (5) 5th grade classes at West De Pere Elementary School (De Pere), approx. reach 130 students




Oshkosh:

- 9/10-9/11 2020 9-12th graders from Oshkosh North High School Miller's Bay, Oshkosh, approx. reach 120 students

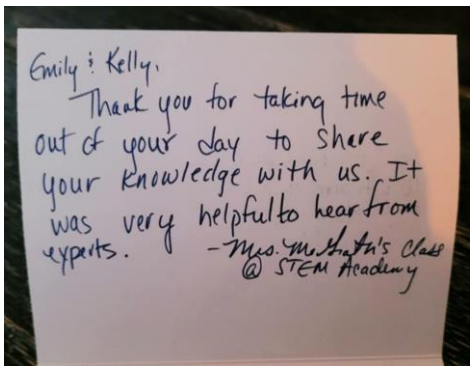


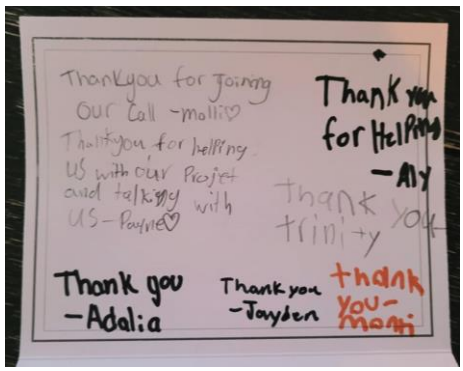


Fond du Lac:

- 10/01/2020 5th grade classes at STEM Academy in Fond du Lac (virtual meeting), approx. reach 11 students





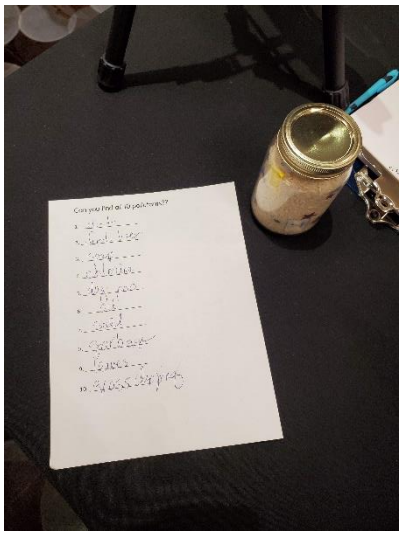


Exhibiting:

Oshkosh

- 1/24/2020 Toward Harmony with Nature Wild Ones Conference, Oshkosh, approx. reach 200 attendees





Green Bay

- 3/07/2020 Leopold Event exhibiting at Brown County Library in Green Bay, approx. reach 45 attendees



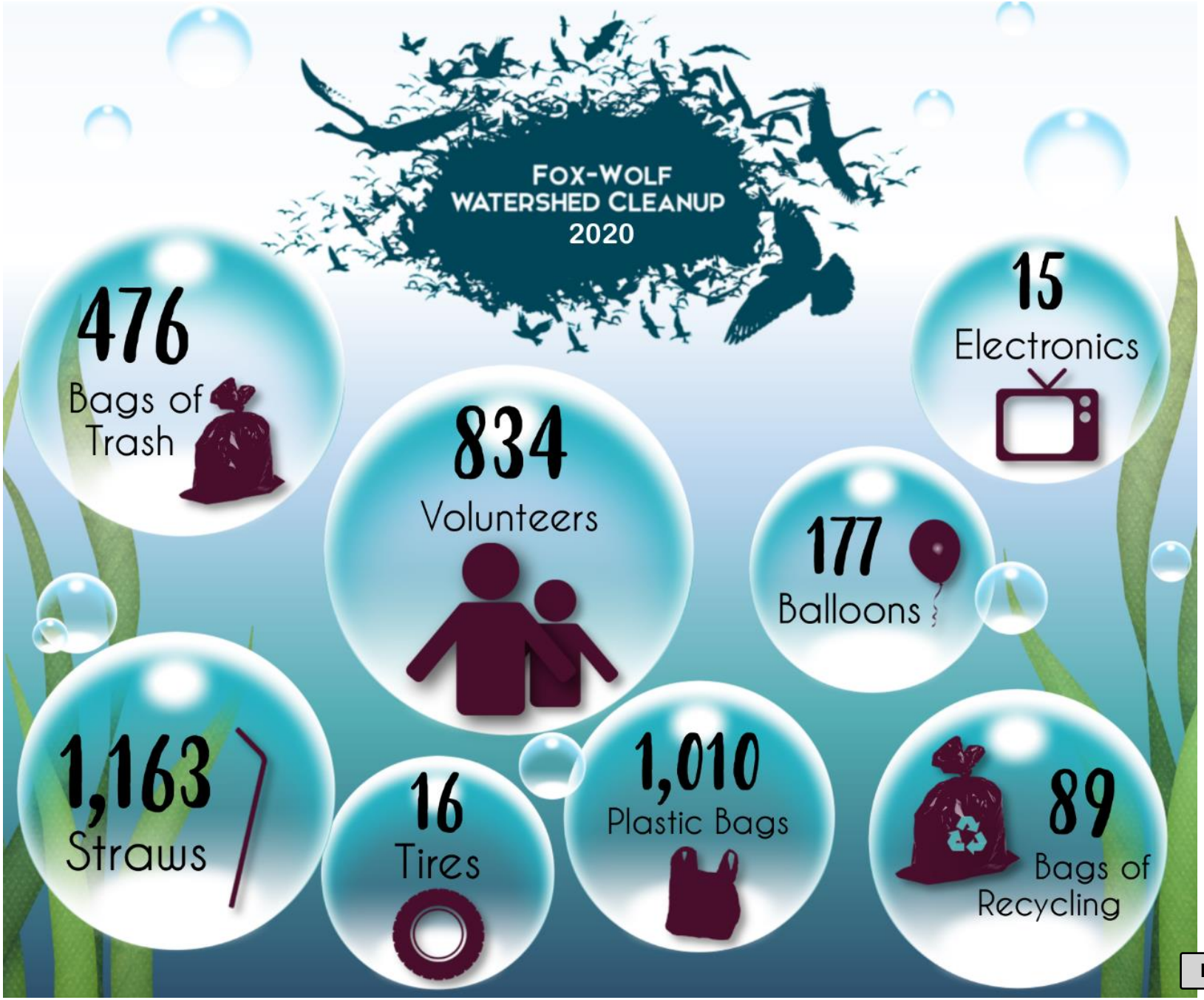


Municipality	Cleanup Site Name	# volunteers	# of trash Bags	Blue Bags	Tires	Elect	plas bags	Balloons	Straws	Conditions
Brown County	Fox River State Recreational Trail: Fox Pt to Kayakers Pt	9	3	1	0	3	10	0	18	Medium
	Fox River State Recreational Trail: Porlier Pier to Mason	5	5	1	0	0	2	0	3	Low
	Pamperin Park	30	16	2	2	0	20	2	30	Low
	Totals:	**44**	**24**	**4**	**2**	**3**	**32**	**2**	**51**	
Green Bay	Joannes Park	14	5	2	0	0	34	3	9	Medium
	Bay Beach	3	9	1	1	0	0	0	42	High
	Leicht Memorial Park	8	4	0.5	0	0	0	0	3	Low
	Totals:	**25**	**18**	**3.5**	**1**	**0**	**34**	**3**	**54**	
Allouez	Green Isle and Riverview Parks	25	10	1	0	0	0	0	0	
	Weise & Kiwanis Parks	2	3	1.5	0	0	3	1	5	Low
	Totals:	**27**	**13**	**2.5**	**0**	**0**	**3**	**1**	**5**	
Grand Chute	Prairie Hill Park	13	1	1	0	0	12	0	0	Low
	Totals:	**13**	**1**	**1**	**0**	**0**	**12**	**0**	**0**	
Combined Locks	Memorial Park	15	5	2	0	0	12	1	5	Low
	Totals:	**15**	**5**	**2**	**0**	**0**	**12**	**1**	**5**	
De Pere	Voyager Park & Fox River State Rec Trail	23	12	4	0	0	50	20	50	Medium
	Bomier Pier & Fox River State Trail	12	15	2	0	0	12	2	10	Low
	Totals:	**35**	**27**	**6**	**0**	**0**	**62**	**22**	**60**	
Town of Ledgeview	Ledgeview Park	6	2	0.5	0	0	0	0	1	Low
	Totals:	**6**	**2**	**0.5**	**0**	**0**	**0**	**0**	**1**	
Kaukauna	Riverside Park	5	3	1	0	0	3	2	8	Low
	Grignon Park	6	5	0.5	0	1	10	0	4	Low
	1000 Islands	19	5	3	0	0	15	0	4	Low
	Totals:	**30**	**13**	**4.5**	**0**	**1**	**28**	**2**	**16**	
Village of Kimberly	Sunset Park	19	14	3	0	0	10	0	100	Medium
	Totals:	**19**	**14**	**3**	**0**	**0**	**10**	**0**	**100**	
Calumet County	Calumet County Park	22	21	3	0	0	10	1	3	Medium
	Stockbridge Harbor	10	5	1	0	0	10	0	35	Medium
	Totals:	**32**	**26**	**4**	**0**	**0**	**20**	**1**	**38**	
Appleton*	Alicia Park	9	1	0.5	0	0	0	0	3	Low
	Telulah Park	21	13	1.5	1	1	0	18	25	Medium
	Newberry Trail/North Island Trail	17	11	3	0	1	50	0	5	Medium
	Memorial Park	22	10	3	0	0	30	12	50	Low
	Pierce Park/Lutz Park	21	9	2			5	10	10	Medium
	Peabody Park	16	9	1	0	0	23	10	16	Medium
	Totals:	**106**	**53**	**11**	**1**	**2**	**108**	**50**	**109**	
Menasha	Heckrodt	17	6	1	0	0	0	0	0	Low
	Trestle Trails/Boardwalk	10	8	1	0	0	50	0	30	High
	Totals:	**27**	**14**	**2**	**0**	**0**	**50**	**0**	**30**	
Village of Fox Crossing*	Fritse Park	14	5	0.5	1	0	30	0	14	Medium

	Totals:	**14**	**5**	**0.5**	**1**	**0**	**30**	**0**	**14**	
Neenah	Riverside Park/Kimberly Point Parks	7	1	1	0	1	6	2	10	Low
	Arrowhead Park	14	12	3	1	0	74	4	74	Low
	Herb & Dolly Smith Park & Trail System	8	4	0.5	0	0	10	1	13	Medium
	Doty Park/Island Parks	12	5	0	0	0	6	0	3	Low
	Totals:	**41**	**22**	**4.5**	**1**	**1**	**96**	**7**	**100**	
Fond du Lac	Lakeside Park	32	23	0	0	0	30	2	25	Medium
	Lakeside Park - West	15	10	2	3	0	12	0	0	Medium
	Totals:	**47**	**33**	**2**	**3**	**0**	**42**	**2**	**25**	
UW-Oshkosh	UW-Oshkosh Riverfront	9	4	1	0	0	5	0	1	Medium
	Totals:	**9**	**4**	**1**	**0**	**0**	**5**	**0**	**1**	
Winnebago Couny	Asylum Point	18	12	2	2	2	7	3	3	Medium
	Waukau Creek	4	4	2	0	0	8	0	8	Low
	Wiowash Trail (behind Riverside Cemetery)	13	6	0	0	0	18	1	12	Medium
	Wiouwash Trail (Lake Butte des Morts)	8	7	2	1	1	60	0	6	Low
	Totals:	**43**	**29**	**6**	**3**	**3**	**93**	**4**	**29**	
Oshkosh*	Red Arrow Park	22	17	6	0	1	13	2	12	Medium
	Menominee Park	41	25	10	0	1	41	4	130	Medium
	Fugleberg & 24th Street Boat Launches	7	10	0	0	0	24	1	17	High
	Rainbow & Abe Rochlin Park	8	9	1	0	0	13	3	10	Low
	Totals:	**78**	**61**	**17**	**0**	**2**	**91**	**10**	**169**	
New London	Pfeifer Park & Trails	12	3.5	0	3	0	13	2	17	Low
	Memorial Park	12	5	0	1	1	48	0	92	Medium
	Totals:	**24**	**8.5**	**0**	**4**	**1**	**61**	**2**	**109**	
Little Chute	Doyle Park	7	4	0	0	0	12	3	3	Low
	Heesaker Park & Trail System	11	6	1	0	1	5	0	0	Low
	Island Park	4	2	0.5	0	0	10	0	20	Low
	Totals:	**22**	**12**	**1.5**	**0**	**1**	**27**	**3**	**23**	
Shawano	Heritage County Park	10	2.5	0.5	0	0	18	0	5	Low
	State Hwy 22 Wayside	3	5	2	0	0	10	0	6	Low
	Totals:	**13**	**7.5**	**2.5**	**0**	**0**	**28**	**0**	**11**	
Sherwood	High Cliff State Park	33	16	0	0	0	39	38	108	Medium
	Totals:	**33**	**16**	**0**	**0**	**0**	**39**	**38**	**108**	
Winneconne	Marble Park	14	3	1	0	0	15	0	6	Low
	Lake Winneconne Park	15	2	0.5	0	0	15	4	13	Low
	Totals:	**29**	**5**	**1.5**	**0**	**0**	**30**	**4**	**19**	

NEWSC supports the annual Fox-Wolf Watershed Cleanup event through staff time for the Outreach Coordinated to plan the event.
*Communities with an asterict by them represent a community that donated beyond their NEWSC dues to sponsor the event.

2020 FOX-WOLF WATERSHED CLEANUP PHOTOS



Storm Drain Makeovers: Volunteers share before and after pictures of storm drains they cleaned in their neighborhoods.

Oshkosh: 04/21/2020







Menasha: 04/21/2020













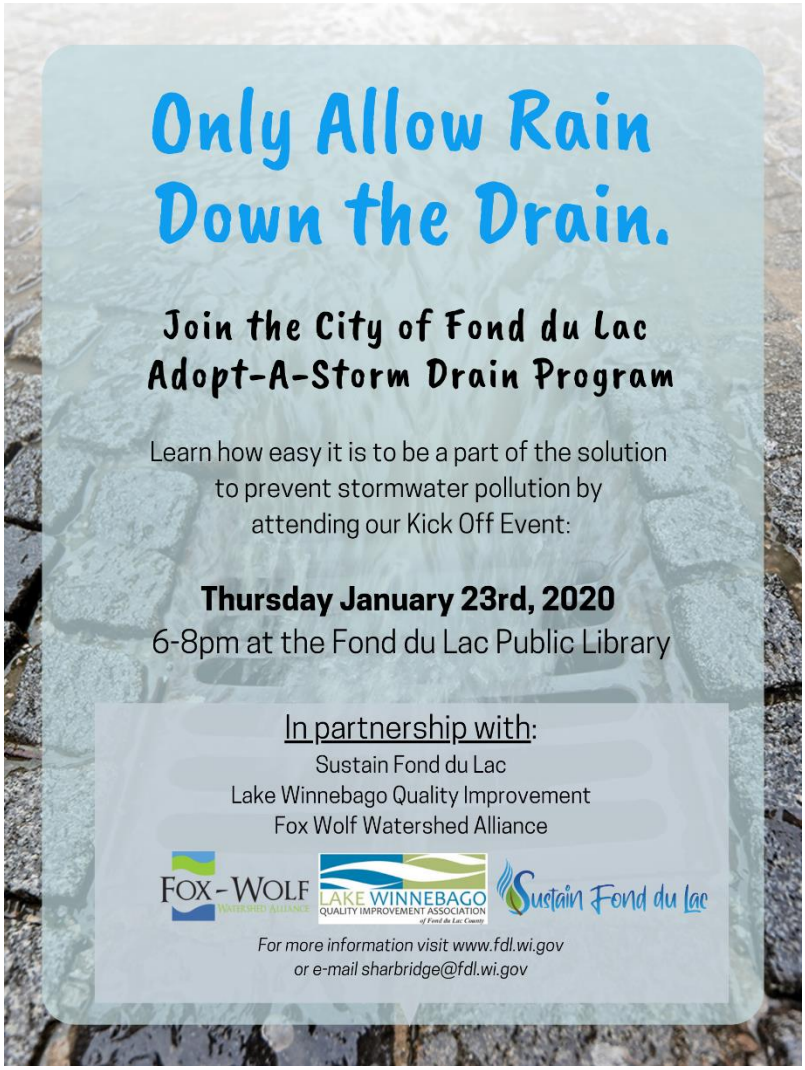
Watershed Pledges (active participation):

- 4/24/2020 11:57:18 (**ALLOUEZ** – 54301) Amanda Lowther, greenheartwhimsey@gmail.com, age, 21-49
- 4/24/2020 15:20:48 (**MENASHA** – 54952) Leslie Lemieux, LezleeC830@yahoo.com, age, 21-49

LINK TO THE WATERSHED PLEDGE ON THE FWWA.ORG WEBSITE

Community Presentations:

- 1/23/2020 Adopt-a-Storm Drain Kickoff event in **FOND DU LAC**, approx. reach 10 attendees



Chloride Monitoring (active participation, with documentation):

Ashwaubenon:

- 10/20/2020 **Ashwaubenon**, 79ppm Cl-
- 12/13/2020 **Ashwaubenon**, 98ppm Cl-

Fond du Lac:

- 10/28/2020 **Fond du Lac**, 31ppm Cl-
- 12/15/2020 **Fond du Lac**, 43ppm Cl

Fox Crossing

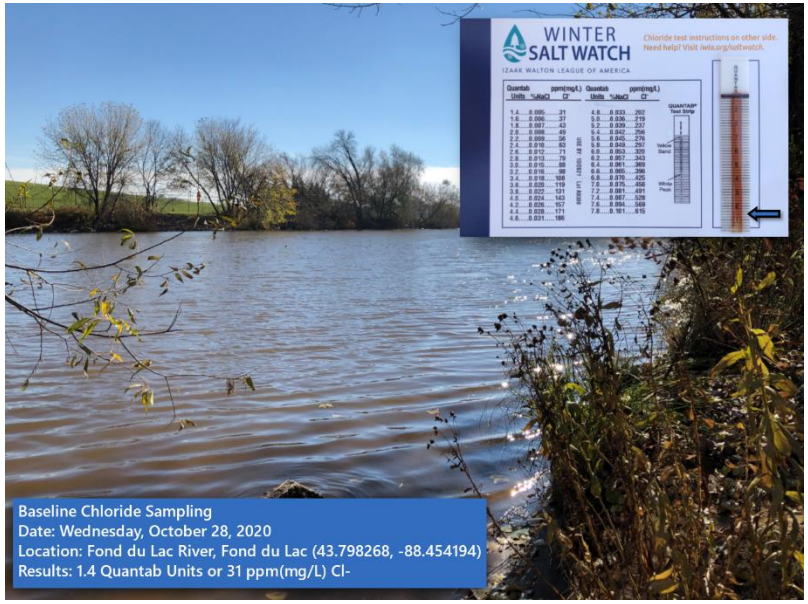
- 11/28/2020 **Fox Crossing**, 129ppm Cl-
- 12/18/2020 **Fox Crossing**, 203ppm Cl-

Neenah:

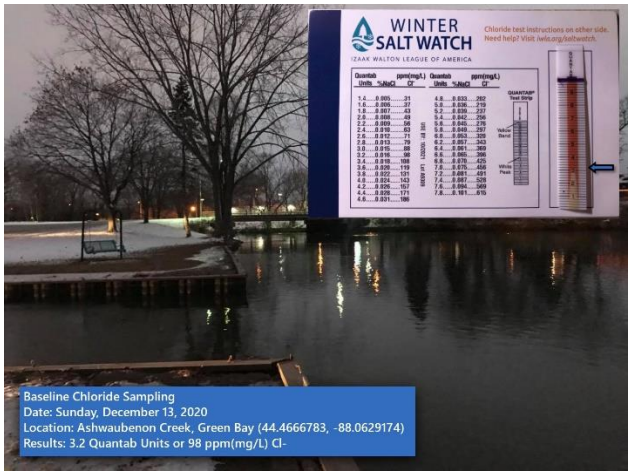
- 11/19/2020 **Neenah**, 67ppm Cl-
- 12/13/2020 **Neenah**, 91ppm Cl-

Oshkosh:

- 10/20/2020 **Oshkosh - Sawyer Creek**, 71ppm Cl-
- 11/18/2020 **Oshkosh – Campbell Creek**, 116ppm Cl-
- 12/13/2020 **Oshkosh – Sawyer Creek**, 103ppm Cl-
- 12/13/2020 **Oshkosh – Campbell Creek**, 237ppm Cl-



ALL CHLORIDE MONITORING RESULTS, VOLUNTEER PHOTOS, AND LOCATIONS CAN BE FOUND ON THIS MAP.







2020 Litterati App Cleanup Activity

Allouez:

- 5 pieces of trash

Berlin:

- 8 pieces of trash

De Pere:

- 41 pieces of trash

Green Bay:

- 189 pieces of trash

Fond du Lac:

- 16 pieces of trash

Fond du Lac County:

- 19 pieces of trash

Howard:

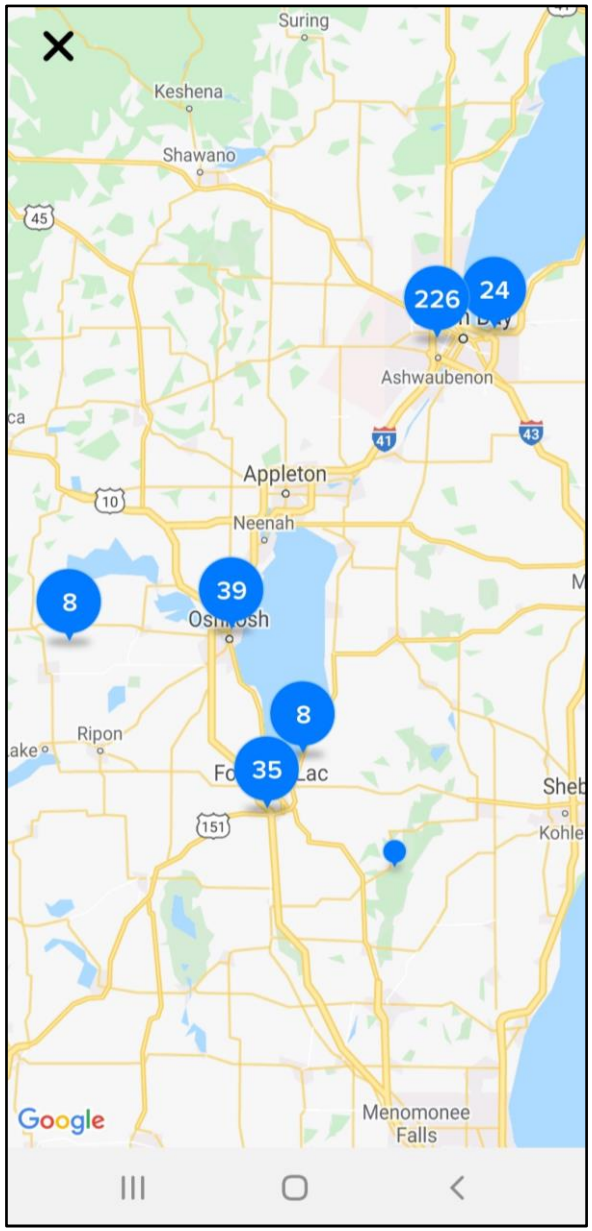
- 2 pieces of trash

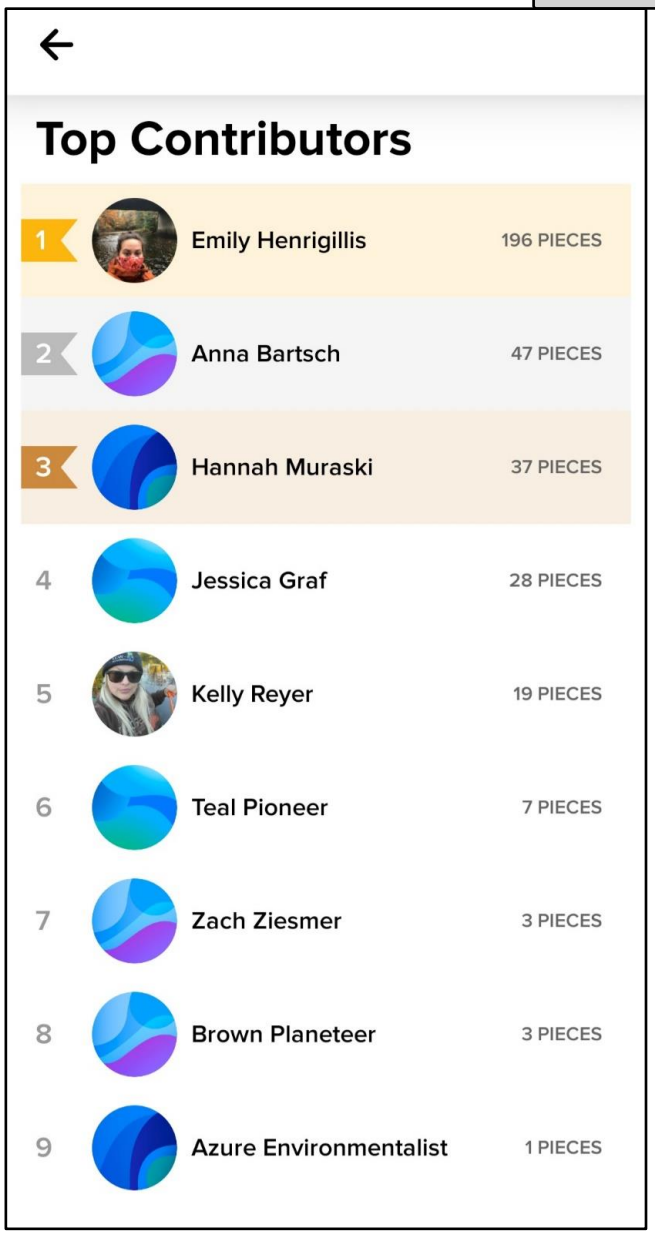
Oshkosh:

- 39 pieces of trash

Taycheedah:

- 8 pieces of trash





2020 NEWSC Media:

- **March 19, 2020** - What is a Watershed? (Gannett USA-Today Network): https://www.postcrescent.com/story/news/2020/03/19/wisconsin-flooding-and-water-quality-watersheds-define-where-how-were-affected/4832716002/
- **August 20, 2020** – The Cleanup is days away (WFRV Channel 5): https://www.wearegreenbay.com/local5live-onlocation/fox-wolf-watershed-grab-some-supplies-and-help-clean-up-area-waterways/
- **August 22, 2020** – Coverage of the Cleanup in Kimberly (WFRV Channel 5): https://www.wearegreenbay.com/news/local-news/volunteers-tackle-more-than-60-sites-for-the-fox-wolf-watershed-clean-up/
- **August 22, 2020** – Coverage of the Cleanup in Fond du Lac (WBAY Channel 2) https://www.wbay.com/2020/08/22/sustain-fond-du-lac-joins-fox-wolf-watershed-alliance-in-cleanup-efforts/
- **October 5, 2020** - Plastic Pollution (WLUK Fox-11): https://fox11online.com/news/local/cleanup-needed-as-debris-accumulates-on-some-lake-michigan-shorelines

Social Media Posts 2020

Social Media:
Facebook: 1,875 likes, 1,992 followers
Instagram: 353 followers, 256 posts

01/02/2020 (news link) Must-see imagery of the Great Lakes on a clear December day, 1,005 reached
01/05/2020 (image) Photo showing sunset over Lake Butte des Morts, 509 reached
01/07/2020 (news link) Man's mission to catch Lake Michigan waves on eco-friendly surfboards, 320 reached
01/07/2020 (news link) Bait shops help fight against aquatic invasive species, 303 reached
01/08/2020 (news link) Wisconsin communities search for road salt alternatives, 544 reached
01/09/2020 (news link) Excavator works to remove a 15 ft tall ice shove on Lake Winnebago, 466 reached
01/10/2020 (FWWA link) Water quality task force publishes recommendations, 347 reached
01/10/2020 (infographic) Izaak Walton League shares salt watch results that include Wisconsin, 459 reached
01/12/2020 (infographic) Thank you to Fox Crossing for sponsoring the Fox-Wolf Cleanup, 1,307 reached
01/12/2020 (news link) Photographer catches Lake Michigan waves crashing against lighthouse, 890 reached
01/13/2020 (image) #travelingcleanupshirt shows cleanup volunteer in Louisianna, 552 reached
01/14/2020 (infographic) Learn about the Fond du Lac Adopt-a-Drain program, 374 reached
01/14/2020 (news link) Seattle meteorologist tries to pronounce WI cities, 736 reached
01/16/2020 (image) Thank you to Evergreen Credit Union for supporting our organization, 788 reached
01/17/2020 (link) What happens to stream life when the temperatures drop?, 384 reached
01/21/2020 (image) Thank you to the City of Appleton for supporting the Fox-Wolf cleanup, 320 reached
01/23/2020 (infographic) Join us at the FDL library to learn about the Adopt-a-Drain program, 251 reached
01/23/2020 (news link) Walk Across Lake Winnebago cancelled, 414 reached
01/24/2020 (news link) Ice balls on Lake Michigan: How they form, 384 reached
01/27/2020 (image) Vote for your favorite cleanup t-shirt color, 1,485 reached
01/28/2020 (news link) Vintage EPA photos reveal what US waterways looked like before pollution was regulated, 753 reached
01/30/2020 (news link) Oshkosh firefighters rescue puppy from frozen Fox River, 741 reached
02/02/2020 (infographic) Happy World Wetlands Day, 662 reached
02/03/2020 (infographic) Save-the-date for our Watershed Celebration on March 3rd, 446 reached
02/04/2020 (image) Thank you SECURA for supporting our 2020 Fox-Wolf Watershed Cleanup, 338 reached
02/04/2020 (image) Fox-Wolf's Emily recorded our ad for the cleanup at Woodward Comm. Studios, 806 reached
02/05/2020 (image) How many plastic bags were cleaned up at our 2019 cleanup? (poll) 993 reached
02/06/2020 (images) Occupied eagle nests in 1974 compared to 2019, 693 reached
02/07/2020 (news link) Officials work to contain manure runoff in Fond du Lac Co., 639 reached
02/10/2020 (image) Photo shows the lighthouse at Asylum Point on Lake Winnebago at sunrise, 471 reached
02/13/2020 (news link) Truck stuck in Lake Poygan ice creates dangerous situation, 820 reached
02/14/2020 (image & link) Registration opens today for the 2020 Fox-Wolf Watershed Cleanup, 3,259 reached
02/17/2020 (news link) It's so cold in Michigan that 'ice volcanoes' are erupting along the shoreline, 721 reached
02/17/2020 (FB event) A facebook event was created for the 2020 Fox-Wolf Watershed Cleanup, 347 reached
02/18/2020 (FB event) Watershed Celebration on March 3rd, 493 reached
02/20/2020 (infographic) Mark your calendar for a celebration of the success of Menominee River AOC, 547 reached
02/22/2020 (news link) Satellite reveals low ice this year on the Great Lakes, 444 reached
02/23/2020 (news link) Wisconsin fish fry events may not have perch due to shortage, 461 reached
02/23/2020 (infographic) 123 volunteers registered in the first week registration was open, 1,299 reached
02/25/2020 (image) We're looking for cleanup site leaders; site leaders receive a free roll-up blanket, 1,483 reached
02/29/2020 (news link) Homes frozen over along Lake Erie in Western New York create eerie sight, 607 reached
03/01/2020 (FB event) We're only days away from our Watershed Celebration, 475 reached
03/03/2020 (images) Photos show day 1 of Fox-Wolf's Watershed Conference in Appleton, 463 reached
03/05/2020 (video) Check out our 2019 Year in Review Video, 760 reached

03/07/2020 (images) Fox-Wolf has an exhibit set up at the Brown County for Leopold event, 470 reached
03/10/2020 (infographic) Celebrating AOC efforts in Lower Menominee River, 383 reached
03/10/2020 (image) Registration is open for the 2020 Fox-Wolf Watershed Cleanup, 1,652 reached
03/12/2020 (infographic) fish vs. fish vs. fishes, 439 reached
03/13/2020 (images) Photos showing our Outreach Coordinator working with students in De Pere, 327 reached
03/13/2020 (image) Vote for your favorite cleanup shirt color, 284 reached
03/17/2020 (images) Terrell's Island is beautiful in all seasons, 608 reached
03/19/2020 (image) volunteers help sort cleanup supplies at the Fox-Wolf office, 296 reached
03/23/2020 (infographic) Winnebago Waterways is looking for summer AIS interns, 174 reached
03/23/2020 (image) Fox-Wolf is looking to donate our sealed boxes of non-latex gloves, 1,006 reached
03/24/2020 (images) Four photos added to the FB album, "Cleanup Volunteers are EVERYWHERE" 256 reached
03/24/2020 (link) Fees waived for Wisconsin state parks and trails, 380 reached
03/25/2020 (images) 7 photos added to the FB album, "Cleanup Volunteers are EVERYWHERE" 223 reached
03/26/2020 (images) 3 photos added to the FB album, "Cleanup Volunteers are EVERYWHERE" 210 reached
03/27/2020 (news link) Reduced walleye bag limits begin April 1 for the Lake Winnebago System 176 reached
03/29/2020 (image) What is a watershed? On the front cover of all Gannett newspapers, 963 reached
03/30/2020 (image) Where in the watershed was this photo taken (Waukau Creek) 484 reached
04/01/2020 (infographic) April every year vs. April during quarantine, 5,203 reached
04/02/2020 (images) 9 photos added to the FB album, "Cleanup Volunteers are EVERYWHERE" 485 reached
04/03/2020 (images) 5 photos added to the FB album, "Cleanup Volunteers are EVERYWHERE" 299 reached
04/05/2020 (infographic) Image saying it a great day to get out and explore our waterways, 373 reached
04/05/2020 (image) Do you know where in the watershed this photo was taken? (Princeton, WI) 406 reached
04/06/2020 (images) 10 photos added to the FB album, "Cleanup Volunteers are EVERYWHERE" 255 reached
04/08/2020 (image) What do you think of this anti-littering campaign from Toronto, 1.434 reached
04/09/2020 (video) Fox-Wolf created the watershed ABC's for at-home learning, 3,543 reached
04/13/2020 (news link) Three of Michigan's Great Lakes to set record water level for March, 317 reached
04/13/2020 (image) Fox-Wolf updated the FB cover photo showing an image of Lake Winnebago, 228 reached
04/13/2020 (images) 7 photos added to the FB album, "Cleanup Volunteers are EVERYWHERE" 534 reached
04/13/2020 (image) a photo was shared, 403 reached
04/14/2020 (link) the WDNR is hiring conservation wardens, 209 reached
04/16/2020 (image & link) At-home learning lesson, teach your kids about native plants, 1,392 reached
04/16/2020 (images) 2 photos added to the FB album, "Cleanup Volunteers are EVERYWHERE" 328 reached
04/16/2020 (link) Wolf River cam offers views of sturgeon as they get ready to spawn, 583 reached
04/19/2020 (video) Discovery Channel features Zac Efron taking on the Great Global Cleanup, 404 reached
04/20/2020 (image) Earth Week: Day 1 show us your nature photos, 834 reached
04/21/2020 (image) Earth Week: Day 2 storm drain makeovers, 1,478 reached
04/21/2020 (images) photos show a volunteer who took on the storm drain makeover challenge, 3,126 reached
04/22/2020 (video) Video showcasing 'Gaylord Nelson: A Vision for the Earth' 803 reached
04/22/2020 (image) Earth Week: Day 3 take the trash cleanup challenge, 841 reached
04/22/2020 (images) Photos show volunteers in Menasha who took on the storm drain makeover challenge, 6,355 reached
04/23/2020 (image) Earth Week: Day 4 plant something challenge, 585 reached
04/23/2020 (images) 4 photos added to the FB album, "Cleanup Volunteers are EVERYWHERE" 335 reached
04/24/2020 (image) Earth Week: Day 5 take the watershed pledge, 686 reached
04/24/2020 (photo & link) At home learning lesson: Try the pond in a jar experiment, 235 reached
04/26/2020 (images) 12 photos added to the FB album, "Cleanup Volunteers are EVERYWHERE" 415 reached
04/27/2020 (images) Photos show a volunteer who tried out our native plant lesson, 316 reached
04/30/2020 (images) 7 photos added to the FB album, "Cleanup Volunteers are EVERYWHERE" 386 reached
05/02/2020 (image) Radar show bird migration in the U.S. 469 reached
05/04/2020 (image) Do you know where in the watershed this photo was taken? (Lakeside Park West) 466 reached

05/05/2020 (infographic) Fox-Wolf has a message about supporting frontline workers for #GivingTuesdayNow 490 reached
05/05/2020 (images) 3 photos added to the FB album, “Cleanup Volunteers are EVERYWHERE” 441 reached
05/07/2020 (link) Fox-Wolf receives WDNR River Planning grant, 300 reached
05/07/2020 (video) It’s important to keep your footing while out in nature, 397 reached
05/08/2020 (image & link) At-home learning activity, Discover Insects!, 479 reached
05/11/2020 (FWWA link) $1.6 million awarded to Fox-Wolf for water quality, 1,100 reached
05/11/2020 (images) 4 photos added to the FB album, “Cleanup Volunteers are EVERYWHERE” 317 reached
05/12/2020 (news link) Don’t plant these 10 invasive species in your yard, 461 reached
05/12/2020 (images) 13 photos added to the FB album, “Cleanup Volunteers are EVERYWHERE” 446 reached
05/13/2020 (image) Where in the watershed was this photo taken? (Berlin Locks), 643 reached
05/13/2020 (news link) Lake flies swarm the Lake Winnebago shoreline in Calumet County, 395 reached
05/14/2020 (images) 6 photos added to the FB album, “Cleanup Volunteers are EVERYWHERE” 290 reached
05/14/2020 (link) A link to Izaak Walton League’s celebrating wetland’s carbon storage abilities, 341 reached
05/15/2020 (image & link) At-home learning lesson, stream scavenger hunt, 348 reached
05/17/2020 (image) photo of newspaper showing, “Terrell’s Island Combats Parking Issues, Disappointing Litter, 535 reached
05/18/2020 (FWWA link) Updates to 2020 Clean Boats, Clean Waters Program, 342 reached
05/18/2020 (news link) Coverage of flooding issues in Green Bay, 352 reached
05/19/2020 (video) Northwoods Frog Call Phenology from the Cable Natural History Museum, 560 reached
05/20/2020 (infographic) Meme showing the importance of sweeping up grass clippings, 2,946 reached
05/20/2020 (news link) Midland Michigan Under Water After Edenville Dam Bursts, 359 reached
05/21/2020 (infographic) Save-the-Date the 2020 Fox-Wolf Watershed Cleanup has been rescheduled for 8/22, 2,464 reached
05/22/2020 (images) 6 photos added to the FB album, “Cleanup Volunteers are EVERYWHERE” 296 reached
05/22/2020 (FWWA link) Lake Winnebago Water Levels – Back on Track for 2020, 429 reached
05/22/2020 (link) Rotary Club of Neenah cleans up Fritse Park in Fox Crossing, 287 reached
05/23/2020 (link) Check out this interactive map showing land trust sites to explore in Wisconsin, 264 reached
05/26/2020 (images) 10 photos added to the FB album, “Cleanup Volunteers are EVERYWHERE” 226 reached
05/26/2020 (image) Where in the watershed was this image taken? (Crystal River near Waupaca), 987 reached
05/27/2020 (link) Rain Garden guidebook shared for homeowners from Clean Lakes Alliance, 372 reached
05/27/2020 (video) Underwater drone footage shows fish in the Redgranite Quarry, 1,198 reached
05/29/2020 (infographic) Habitattitude Exotic Pet Surrender Event, 270 reached
06/01/2020 (image) Photo shows volunteers who cleaned up 5 tires, a bucket, and two bags of trash in FDL, 702 reached
06/03/2020 (news link) Photo shows incredible lightning captured over Lake Winnebago, 647 reached
06/03/2020 (FB event link) It’s free, fun weekend in Wisconsin!, 269 reached
06/08/2020 (images) Volunteers returned to FDL yesterday and cleaned up 7 more tires and 4 bags of trash, 546 reached
06/08/2020 (infographic) Wisconsin will see impacts of Gulf hurricane, 804 reached
06/08/2020 (GIF) Registration is open for the 2020 Fox-Wolf Watershed Cleanup in August, 585 reached
06/09/2020 (FB event) Fox-Wolf adds the 2020 Fox-Wolf Watershed Cleanup event on Facebook, 145 reached
06/09/2020 (infographic) Turn on the AmazonSmile app and support Fox-Wolf through your purchases, 295 reached
06/11/2020 (image) Photo shows a shoreline restoration project on Shawano Lake, 308 reached
06/12/2020 (image) Photo shows article from The Green Laker about dried algae on rocks, 296 reached
06/14/2020 (images) Photos show Wood Duck ducklings leaping out of their house in the spring, 699 reached
06/15/2020 (video) video shows underwater footage of fish and plants in Elkhart Lake, 436 reached
06/16/2020 (video) 2020 Clean Boats, Clean Waters Inspection Guidelines, 401 reached
06/18/2020 (infographic) Clean, Drain, Dry initiative for preventing the spread of AIS, 234 reached
06/20/2020 (image) Photo shows waterspout over Lake Winnebago, 592 reached
06/22/2020 (infographic) Good Dog, Good Owner image displays the importance of picking up after pets, 1,539 reached
06/23/2020 (video) Anoka Soil and Water shares video about the importance of restoring shorelines, 316 reached
06/23/2020 (news link) Redgranite Quarry closes due to garbage and vandalism issues, 704 reached
06/24/2020 (FWWA link) Bring invasive species education to your virtual meeting or event, 319 reached

06/26/2020 (link) Upcoming webinar from the Izaak Walton League about planting to protect water, 185 reached
06/27/2020 (FWWA link) New AIS found in Oconto County – Bufferfly Dock, 373 reached
06/29/2020 (news video) A family in northern Wisconsin saves bear from plastic container, 538 reached
07/02/2020 (image) An amazing capture of a gull rising up over Lake Winnebago, 506 reached
07/02/2020 (images) Photos show a bicycle pulled from Lake Winnebago that's covered in Zebra Mussels, 12,112 reached
07/03/2020 (news link) Clean Boats, Clean Waters launches on Winnebago Waterways, 350 reached
07/07/2020 (image) Where in the watershed was this photo taken? (Ashwaubenon/Fox River) 449 reached
07/08/2020 (Image) Photo shows stack of Fox-Wolf cleanup posters for distribution, 1,286 reached
07/09/2020 (infographic) Meme states fish like worms, not worm containers, 54,884 reached
07/10/2020 (event) Snapshot Day 2020 – A statewide search for AIS, 191 reached
07/11/2020 (news link) Great Lakes temps warming off the charts, 657 reached
07/13/2020 (images) Use the EPA's CyAN app to track algal blooms in our watershed, 565 reached
07/13/2020 (image & link) Click to register for the 2020 Fox-Wolf Watershed Cleanup, 2,549 reached
07/14/2020 (images) 6 photos added to the FB album, "Cleanup Volunteers are EVERYWHERE" 632 reached
07/14/2020 (FWWA link) Winnebago Waterways is looking for public comment on the LMP, 387 reached
07/15/2020 (FWWA link) WDNR is looking for water quality monitoring volunteers, 316 reached
07/16/2020 (GIF) Volunteers can clean up by boat, canoe, or kayak during our event, 915 reached
07/19/2020 (image) Photo shows boxes full of new trash grabbers for the cleanup event, 1,763 reached
07/20/2020 (FWWA link) AIS Spotlight – Red Swamp Crayfish, 335 reached
07/22/2020 (link) Did you know WI is home to several carnivorous plant species?, 335 reached
07/23/2020 (GIF) Have you heard our radio ads for the cleanup event?, 210 reached
07/24/2020 (FWWA link) Comment period is still for the Winnebago System Lake Management Plan, 294 reached
07/24/2020 (event link) Snapshot Day 2020 – A statewide search for AIS, 224 reached
07/24/2020 (image) Site Leaders are needed for the cleanup event, free gift provided, 660 reached
07/26/2020 (image) A reminder to register for the cleanup by August 3rd to receive an event t-shirt, 1,227 reached
07/27/2020 (images) 13 photos added to the FB album, "Cleanup Volunteers are EVERYWHERE", 375 reached
07/28/2020 (link) E. Coli update on Green Lake, 393 reached
07/28/2020 (FWWA link) Local Partner Receives Invader Crusader Award, 373 reached
07/29/2020 (image) A photo shows all of the counties in the basin, 1,071 reached
07/31/2020 (FWWA link) AIS Educators Hired for 2020 Season, 329 reached
08/01/2020 (images) Photos from volunteer show roofing debris littered near Lake Butte des Morts, 1,054 reached
08/02/2020 (image) A final reminder that volunteers must be registered by August 3rd to receive a t-shirt, 512 reached
08/03/2020 (link) Fox-Wolf is honored to receive a Champion of Conservation Award from LNRP, 343 reached
08/03/2020 (FWWA link) Recreation, Watershed Management Focus Groups Need Your Voice, 292 reached
08/04/2020 (infographic) Photo shows why it's important to not wash vehicles in your driveway, 1,440 reached
08/04/2020 (video) Now Recruiting: Recreation Focus Group Participants, 155 reached
08/06/2020 (video) Thank you to all of our 2020 Fox-Wolf Watershed Cleanup sponsors, 463 reached
08/07/2020 (image) Photo show Fox-Wolf Staff on boat cleaning up and doing index sampling, 551 reached
08/07/2020 (infographic) Thank you to Firestone for recycling tires from our 2020 cleanup event, 508 reached
08/07/2020 (event link) A reminder to sign up for AIS Snapshot Day 2020, 190 reached
08/10/2020 (image) Our cleanup t-shirts have a color change due to inventory issues due to pandemic, 764 reached
08/10/2020 (image) Now Recruiting: Watershed Management Focus Group, 619 reached
08/11/2020 (image) Fox-Wolf Watershed Cleanup updates, registration closing, site leaders needed, 374 reached
08/12/2020 (news link) Discovery of cultural artifacts along Lake Winnebago increases Neenah's cost to rebuild, 179 reached
08/12/2020 (news link) Fox River dredging project has finished, EPA announces, 593 reached
08/13/2020 (infographic) 631 volunteers have registered for the cleanup, registration is still open, 1,406 reached
08/14/2020 (image) Surprise, all cleanup volunteers will receive a free pair of sunglasses at the cleanup, 690 reached
08/16/2020 (image) Final reminder that cleanup registration is closing, 446 reached
08/16/2020 (images) Photos show large amount of garbage cleaned up by volunteers on the Wolf River, 654 reached

08/18/2020 (link) Last Opportunity to Participate in a Focus Group for the Winnebago Waterways LMP, 220 reached
08/18/2020 (images) Thanks to Green Bay volunteers who participated in this year's AIS Snapshot Day, 443 reached
08/18/2020 (image) Photo shows volunteer cleanup shirt on a dog—shirts turned out great, 741 reached
08/19/2020 (news link) Work begins on Fox River Boardwalk Project, 460 reached
08/20/2020 (image) Thank you to cleanup site leader Darcie and her family for talking on the news today, 1,744 reached
08/21/2020 (link) Image shows a steamboat called the Thistle that took passengers around Lake Winnebago, 422 reached
08/22/2020 (image) A big thank you to all of the volunteers who made today's cleanup event a success, 1,117 reached
08/23/2020 (video) A video shows a mama bear swimming with three bear cubs on her back in northern WI, 377 reached
08/24/2020 (news video) WBAY talks with Fox-Wolf volunteers in Fond du Lac, 440 reached
08/24/2020 (images) When in doubt, stay out! Photos show blue-green algae blooms, 542 reached
08/25/2020 (image) A photo shows tires found during the cleanup on their way to be recycled, 539 reached
08/26/2020 (images) Photos show volunteers in the Winnebago System who volunteered for AIS Snapshot Day, 400 reached
08/26/2020 (image) A photo shows volunteers who were cleaning up on their own by Lake Winnebago, 783 reached
08/27/2020 (image) Support Fox-Wolf by rounding up at the registers at REI's new store in Appleton, 3,648 reached
08/27/2020 (infographic) A photo shows the cleanup totals including bags, straws, tires, and more, 1,628 reached
08/28/2020 (image) A photo shows the news signs for Fox-Wolf's Adopt-a-Launch program, 500 reached
08/28/2020 (album) 393 volunteer cleanup photos were added to Fox-Wolf's 2020 Cleanup album, 1,207 reached
08/28/2020 (album) 27 volunteer cleanup photos were added to Fox-Wolf's 2020 Cleanup album, 328 reached
08/30/2020 (images) Photos show a duckling with a fishing lure caught on its bill, 398 reached
08/31/2020 (album) 10 volunteer cleanup photos were added to Fox-Wolf' 2020 Cleanup album, 430 reached
09/02/2020 (infographic) A photo demonstrates the importance of properly draining pools, 4,365 reached
09/02/2020 (images) The Weyenberg's did another big cleanup along the Wolf River, 749 reached
09/03/2020 (infographic) Volunteers are needed to help with planting Swan Acres's shores, 275 reached
09/03/2020 (images) A reminder to submit your photos for our 2020 cleanup album, 431 reached
09/04/2020 (FWWA link) AIS Spotlight – Asian Carp, 164 reached
09/04/2020 (images & link) A "Kids Don't Float" life jacket loaner station was added to Fritse Park, 483 reached
09/07/2020 (images) 6 volunteer cleanup photos were added to Fox-Wolf's Cleanup album, 418 reached
09/08/2020 (images) 8 volunteer cleanup photos were added to Fox-Wolf's Cleanup album, 336 reached
09/08/2020 (images) Voting is now open for our 2020 Cleanup Photo Contest, 1,013 reached
09/09/2020 (image & link) Fox-Wolf is hiring a Lower Fox River Watershed Coordinator
09/11/2020 (news link) Oshkosh Students turn a tragic day into giving back, 390 reached
09/12/2020 (news link) Shawano County couple saves snapping turtles, 367 reached
09/13/2020 (images) Photos show Oshkosh North students cleanup up Miller's Bay by kayak, 428 reached
09/13/2020 (images) Photos show the winners of the 2020 Cleanup Photo Contest, 557 reached
09/14/2020 (image) Photo shows the annual economic benefit of a single tree, including water runoff reduction, 492 reached
09/15/2020 (image) Photos shows Fox-Wolf staff wearing Fox-Wolf beanies, looking for interest in fundraiser, 759 reached
09/14/2020 (images) Photos show the danger of strainers, or branches underwater that can catch paddlers, 650 reached
09/18/2020 (news link) Woman and sunfish for five-year friendship on Minnesota lake, 557 reached
09/21/2020 (image) Reminder: followers that they can now round up at the register at REI to support Fox-Wolf 1,688 reached
09/23/2020 (images) Photos show another cleanup by the Weyenberg's on the Wolf River, 448 reached
09/25/2020 (news link) Whooping Crane survived one of Wisconsin's harshest winters, 415 reached
09/25/2020 (FWWA link) Waterfowl Hunters Help Prevent the Spread of AIS, 145 reached
09/25/2020 (images) Blue-green algae bloom alert and health warning, 335 reached
09/28/2020 (FB event) Live from the Field: Seven Oaks Dairy, 169 reached
09/29/2020 (video) Recording of the Live with Farmers event, 173 reached
09/30/2020 (news link) Fox River Cleanup Project Celebrated at Annual Clean Bay Backers Meeting, 300 reached
10/01/2020 (image) This is not where you masks go when you're done with them, 5,301 reached
10/01/2020 (news link) Archaeologists discover graves and 200 cultural features along Lake Winnebago, 330 reached
10/01/2020 (update cover photo) Crystal River near Waupaca, 328 reached

10/02/2020 (photo) Fox-Wolf beanies are here, 912 reached
10/03/2020 (video) Fox-Wolf's Chris Acy talks about AIS and waterfowl hunters, 328 reached
10/04/2020 (image) Where in the Watershed was this photo taken? Big Smokey Falls, 556 reached
10/05/2020 (news link) Cleanup needed along Lake Michigan shorelines, 296 reached
10/07/2020 (link) Fox-Wolf was live with Pipe Creek farmers, 131 reached
10/07/2020 (image) Thanks for sharing our Adopt-a-Launch program Oshkosh Herald, 392 reached
10/07/2020 (images) 6 photos were added to Cleanup Volunteers are EVERYWHERE!, 355 reached
10/08/2020 (image/link) Help support Fox-Wolf's mission with a beanie purchase, 341 reached
10/08/2020 (image) Join us at 11 for a live talk with Farmer Dave in Pipe Creek, 455 reached
10/08/2020 (video) Fox-Wolf was live, 217 reached
10/08/2020 (video) Fox-Wolf was live, 135 reached
10/09/2020 (video) YouTube video from FDL showing live chat with farmer Dave, 206 reached
10/12/2020 (video) Fox-Wolf's Anna B. talks about cleaning your gear to prevent the spread of AIS, 213 reached
10/12/2020 (image) Fox-Wolf staff are masked and practicing social distancing while stream monitoring, 508 reached
10/13/2020 (images) photos showing conservation agricultural practices in Pipe Creek, 264 reached
10/13/2020 (images) 4 photos were added to Cleanup Volunteers are EVERYWHERE!, 392 reached
10/13/2020 (video) Fox-Wolf was live, 171 reached
10/14/2020 (image/link) We've received our Winter Salt Watch kit, 2,719 reached
10/15/2020 (image/link) Have you donated for your Fox-Wolf beanie yet?, 503 reached
10/15/2020 (news link) City of Green Bay utility has officially replaced all the city's lead pipes, 281 reached
10/16/2020 (news link) FDL mulls purchase of ledge property, 397 reached
10/20/2020 (GIF) Save-the-Date for the 2021 Fox-Wolf Watershed Cleanup, 596 reached
10/20/2020 (FWWA link) Clean Boats, Clean Waters program wraps up, 264 reached
10/20/2020 (image) Photo shows baseline chloride reading in Oshkosh, link to sign up, 276 reached
10/21/2020 (link) We will be live at 11am for farmer interview, 260 reached
10/21/2020 (video) Fox-Wolf was live in Pipe Creek watershed, 1,628 reached
10/22/2020 (news link) Michigan Man Discovers Strange Glowing Rocks in the Upper Peninsula, 733 reached
10/22/2020 (image) Where in the watershed was this photo taken? FDL County Wayside, 377 reached
10/23/2020 (image) Do you like how our Fox-Wolf pumpkin turned out?, 1,588 reached
10/23/2020 (FWWA link) Waterfowl Hunter AIS Outreach efforts during waterfowl season opener!, 275 reached
10/26/2020 (image/link) Fox-Wolf beanies are still available but are going fast, 406 reached
10/26/2020 (map link) This map shows where volunteers are monitoring for chlorides in our basin, 415 reached
10/27/2020 (image) Photo shows the baseline chloride reading from Ashwaubenon Creek, 426 reached
10/28/2020 (video) "The Worth of Water" is worth a watch, 471 reached
10/28/2020 (image) Baseline chloride reaching from the Fond du Lac river, 240 reached
10/29/2020 (image) Things to keep out of our drains including demonic clowns, 2,549 reached
10/30/2020 (image/link) Register for the Izaak Walton League's Salt Watch webinar, 533 reached
10/31/2020 (video) Brown County staff discuss restoration work at Ken Euers Nature Preserve, 233 reached
10/31/2020 (link) Rare Halloween blue moon is a treat for us all, 249 reached
10/31/2020 (link) Winnebago Waterways monthly newsletter, 165 reached
11/02/2020 (link) Public Lands Grant Opportunity, 286 reached
11/02/2020 (image) Fox-Wolf updates their profile picture, 287 reached
11/03/2020 (image) Thank you Cellcom for sponsoring our 2021 Fox-Wolf Watershed Cleanup, 692 reached
11/04/2020 (video) The company that makes our trash grabbers is looking to be more sustainable, 246 reached
11/04/2020 (image) Join Fox-Wolf this winter and help clean up trash using the Litterati app, 753 reached
11/06/2020 (FWWA link) Winnebago Waterways program seeks Members at Large, 243 reached
11/06/2020 (image) The Fox River looks pink in downtown Oshkosh, 284 reached
11/08/2020 (image) Thank you REI and customers for your donation of $254.37, 493 reached
11/08/2020 (image) Photo shows baseline chloride reading from Superior, WI, 361 reached

11/10/2020 (image) Dad joke: I thought you should know I'm outstanding in my field, 635 reached
11/11/2020 (news link) De Pere's crown jewel of tourism is vandalized, 404 reached
11/13/2020 (news link) Record high temperatures leads to blue-green algae blooms in lakes, 361 reached
11/13/2020 (news link) Two men arrested in De Pere Riverwalk Damage, 350 reached
11/16/2020 (images) Thank you card from FDL stem teacher and students for chatting with them, 408 reached
11/17/2020 (image/link) Your feedback is needed on Green Bay AOC habitat restoration work, 653 reached
11/17/2020 (news link) Invasive Asian Carp used for dog food, 389 reached
11/18/2020 (images) Brothers clean up garbage at Asylum Point, 762 reached
11/18/2020 (image) Baseline chloride reading from second Oshkosh location, 383 reached
11/19/2020 (news link) Is it possible to turn plastic waste into affordable housing, 240 reached
11/20/2020 (image) Baseline chloride reading from Washington Park in Neenah, 402 reached
11/23/2020 (image) Baseline chloride reading from Kuckuk Park in Shawano, 490 reached
11/23/2020 (FWWA link) How do AIS get into our waterways? Canals, dams, and diversions, 264 reached
11/24/2020 (image) Fox-Wolf works to prevent the spread of AIS, GT image, 429 reached
11/25/2020 (image) Fox-Wolf monitors the impact of recovery efforts, GT image, 305 reached
11/27/2020 (image) Fox-Wolf provides watershed education in schools, GT image, 494 reached
11/28/2020 (image) Fox-Wolf coordinates multi-stakeholder projects, GT image, 329 reached
11/29/2020 (image) Fox-Wolf coordinates the annual Fox-Wolf Watershed Cleanup, 338 reached
11/30/2020 (link) WDNR: Be on the lookout for Marsh Pennywort, 185 reached
11/30/2020 (image) You can support Fox-Wolf through your Amazon purchases this giving season, 634 reached
11/30/2020 (image) Fox-Wolf works to install shoreline restoration efforts, GT image, 409 reached
12/01/2020 (news link) Snowy owls are back in Wisconsin, 480 reached
12/01/2020 (image/link) It's Giving Tuesday, support Fox-Wolf, support clean water, 429 reached
12/04/2020 (image/link) Fox-Wolf beanies make a perfect Christmas gift, 567 reached
12/07/2020 (image) Calmness over Lake Winnebago, 387 reached
12/07/2020 (image/link) Welcome to the team Katie, 468 reached
12/09/2020 (images) Volunteers monitored Mud Creek in Fox Crossing for chlorides, 340 reached
12/09/2020 (image) Support Fox-Wolf by sharing our page and inviting others to like us, 620 reached
12/10/2020 (image) Sunrise over Lake Winnebago, 465 reached
12/10/2020 (event) 6th annual Farmer Roundtable, 104 reached
12/12/2020 (image) Relying on salt and de-icers vs. shoveling first, 2,921 reached
12/13/2020 (image/link) Fox-Wolf beanies make a great last minute gift, 278 reached
12/13/2020 (images) Second chloride readings from chloride monitors in the basin, 3,455 reached
12/15/2020 (image) We're feeling inspired over here (snowman in kayak), 4,053 reached
12/16/2020 (news link) Thousands of golf fish removed from MN lake, 711 reached
12/16/2020 (Fox-Wolf video) Chris Acy talks about the history of the Sea Lamprey in the Great Lakes, 651 reached
12/18/2020 (link) see the history of the Mississippi River through LiDar, 513 reached
12/21/2020 (FWWA link) How do invasive species get in our waterways? Maritime commerce, 252 reached
12/22/2020 (news link) WDNR addresses plan to address PFAS contamination in Wisconsin, 329 reached
12/23/2020 (images) Second chloride readings from locations in the Fox-Wolf basin, 310 reached
12/23/2020 (video) Man helps deer stuck on frozen lake, 307 reached
12/24/2020 (image) Happy Holidays from all of us at Fox-Wolf, 430 reached
12/27/2020 (image) Joanne & Charlie Tilleman are a Watershed Keeper sponsor for the 2021 event, 409 reached
12/28/2020 (image) Link to watch first Fox-Wolf AIS Creature Feature video, 144 reached
12/28/2020 (images) Photos show rescuers on Lake Winnebago who were able to capture injured pelicans, 567 reached
12/28/2020 (image) Photo show footprints on a frozen Lake Winnebago, 338 reached
12/29/2020 (image) Scatter like salt bae meme, reduce your salt use, 2,745 reached

DE PERE®

CITY OF DE PERE

STORM WATER MANAGEMENT PROGRAM

MARCH 4, 2021

DRAFT

The intent of this document is to provide written storm water management programs that describe in detail how the City of De Pere intends to comply with the MS4 permit requirements for each program (minimum control measures). These written programs inform the department, municipal staff, and public what the City will do. Throughout this document, the program requirements are listed in italics with the City procedures listed in regular font.

Overall Program Management
Staff and their storm water responsibilities are documented for who implements components of the SWMPs.
Partnerships are established to implement all or aspects of the SWMPs, including any formal agreements.

MS4 Team Member	Title	SWMP Responsibilities
Eric Rakers	City Engineer	Public Education & Outreach, Public Involvement, IDDE, Construction Site Pollutant Control, Post-Construction Storm Water Management
Tony Fietzer	Street Superintendent	Pond/Swale Maintenance, Winter Road Management, Collection Services, Internal Training
Don Melichar	Park Superintendent/Forester	Nutrient Management, Pond/Swale Maintenance, Internal Training
Tom Blohowiak	Maintenance Supervisor	SWPPP inspections, Internal Training
Dennis Jensen	Senior Building Inspector	Construction Site Pollutant Control, Internal Training
Betty Sellenheim	Administrative Assistant	Public Education & Outreach, Public Involvement & Participation

2.1 Public Education and Outreach
2.1.1 The program has a plan for addressing all 8 topics in Table 1 at least once during the permit term.*
2.1.2 The program has a plan for using at least 4 delivery mechanisms in Table 2 each year, with at least 2* from the Active/Interactive column.*
2.1.3 The program identifies the target audience for each topic. (Target audiences may include the general public, public employees, residents, businesses, contractors, developers, industries, and/or other appropriate audiences.)
Does the program identify who is responsible?
Does the program have target dates or frequencies?

A Public Education and Outreach plan has been developed for WPDES Permit No. WI-S050075-3 expiring April 30, 2024. The Public Education and Outreach plan spreadsheet was developed by NEWSC. It is broken down by the 8 topics from Table 1 of the permit, displays Active/Interactive mechanisms and utilizes available reference materials from NEWSC. Each year of the permit term lists the planned activities, the responsible staff, and target dates. See Appendix A for the Public Education and Outreach Plan.

2.2 Public Involvement and Participation

2.2.1 The program has a plan to provide an opportunity for the public to provide input on the:

- *Annual Report*
- *Storm water management program*
- *Adoption or amendment of storm water related ordinance at least once, annually*

2.2.2 The program identifies the delivery mechanism for the above permit activities.

2.2.3 The program has a plan for at least1 volunteer activity per year (i.e., group best management practice (BMP) installation or maintenance, storm drain stenciling, planting community rain garden, clean up event, stream monitoring, citizen committee meeting, public workshop, presentation on storm water information, or other hands-on event).

2.2.4 The program identifies the target participant for each permit and volunteer activity. (Target audiences may include the general public, public employees, residents, businesses, contractors, developers, industries, and/or other appropriate audiences.)

Does the program identify who is responsible?

Does the program have target dates or frequencies?

Public Involvement and Participation events are included in the Public Education and Outreach plan. See Appendix A for the Public Education and Outreach Plan that includes Public Involvement and Participation. City Council has approved a Storm Water Art Project that consists of painting approximately 20 storm drains in the downtown area. The annual MS4 permit is approved by the Board of Public Works and City Council in March before it is submitted to the DNR. The Storm Water Management Program will be approved by the Board of Public Works and City Council. Any amendments made to the storm water ordinances must be approved by the Board of Public Works and City Council before being implemented. The Fox-Wolf Watershed coordinates a clean-up event annually at Voyageur Park. The Beautification Committee cleans-up along the Fox River Trail weekly.

2.3 Illicit Discharge Detection and Elimination

2.3.1 IDDE ordinance. A regulatory mechanism is adopted to prohibit illicit discharge into your MS4; it also establishes inspection and enforcement authority. This mechanism is referenced in the SWMP.

2.3.1 Chapter 29 of the Municipal Code addresses Illicit Discharge Detection and Elimination and gives the City authority to prohibit and enforce illicit discharges.

2.3.2 IDDE field screening.

- *The program has 100% of the total major outfalls planned to be screened during the term of the permit.*
- *The program has a prioritization procedure developed for selecting minor outfalls for screening (consideration was given to hydrological conditions, total drainage area of the site, population*

density of the site, traffic density, age of the structures or buildings in the area, history of the area and land use types)
    - *The procedure identifies selected minor outfalls to screen annually.*
    - *Dates/timeframe for screening identified.*
- *The program has visual and field sampling procedures established.*

2.3.2 All major outfalls are screened during a permit term. Major outfalls are screened every 5 years: 2015, 2020 (finishing in 2021), 2025, 2030, etc. All minor outfalls are reviewed within the permit cycle. See Appendix E for the Outfall Inspection Form.

2.3.3 Source investigation and elimination. The program establishes:
- *Risk assessment procedures and response times*
- *Public facing procedures for illicit discharge complaints and spill reporting.*
- *Procedures for documenting screenings, source investigations, and eliminations (h.1-5)*

2.3.4 Response times.
- *The program establishes response times for removing illicit discharge.*
- *Report to DNR if it cannot be fixed in 30 days.*

2.3.5 Does the program identify who is responsible for responding to illicit discharge reports and spills?

2.3.5 The City adopted an Illicit Discharge Detection and Elimination Manual. The Manual is posted on the City website. The IDDE Manual identifies who is responsible for responding to illicit discharge reports and spills.

2.4 Construction Site Pollutant Control

2.4.1 Construction site ordinance. A regulatory mechanism is adopted to require erosion and sediment control at construction sites and establish sanctions to ensure compliance. This mechanism is referenced in the SWMP.

2.4.1 Chapter 42 of the Municipal Code addresses construction site erosion control and gives the City authority to require and enforce erosion and sediment control practices at construction sites.

2.4.2 Erosion and sediment control plan review.
- *Have procedures been established for permit review?*
    - *Are the reviewers identified?*
    - *Are reviewers trained in reviewing erosion and sediment control plan elements?*
    - *Is there a means to convey and document review comments and their resolution?*

2.4.2 Erosion and sediment control is permitted through the building inspection department. The building inspection department is trained in erosion and sediment control plan elements and inspection.
- Dennis Jensen, Senior Building Inspector
- Chelsea Myers, Building Inspector

2.4.3 Administrative procedures. A program has been established for the permit application process. Does the program:

- *Have an application form?*
- *Cover municipal projects under their permits and hold them to the same standards as private projects?*
- *Have a way of tracking regulated construction sites?*
- *Have a way of managing and responding to complaints?*

2.4.3 Municipal projects are permitted through the Wisconsin DNR, they are held to the same standards as private development in the City. Building inspection regulates private sites; permitted sites are tracked through InCode. Engineering department monitors municipal sites and commercial sites. The commercial sites are tracked on an Erosion Control spreadsheet shown in Appendix B. Municipal projects are tracked within the individual projects.

2.4.4 Construction site inspections and enforcement.

- *Are written procedures in place that detail the construction site inspection and enforcement process?*
  - *Does the procedure identify an inspector?*
  - *Does the procedure identify the frequency of inspections? Are they consistent with Table 3 of the permit?*
- *Have enforcement mechanisms to obtain compliance (tying back to the ordinance)?*
- *Have a process to follow-up on issues found and documented in a timely fashion?*

2.4.4 Wisconsin DNR form 3400-187 is used to inspect erosion and sediment control on all construction sites. Municipal sites follow the Wisconsin DNR permit requirements for frequency: once per week or after ½" rain event. Private sites follow Table 3 of the permit (shown below). Issues found on private sites are addressed via e-mail from building inspection, a site visit to follow and a stop-work order if noncompliance continues.

Table 3: Construction Site Inspection Frequency

Site	Inspection Frequency
(1) All sites one acre or more in size	• New projects shall be inspected within the first two weeks of commencement of land disturbing activity • All active sites shall be inspected at least once every 45 days • All inactive sites shall be inspected at least once every 60 days
(2) Follow up inspection	• Follow up inspections are required within 7 days of any sediment discharge or inadequate control measure, unless corrections were made and observed by the inspector during initial inspection or corrections were verified via photographs submitted to the inspector
(3) Final inspection	• Confirm that all graded areas have reached final stabilization and that all temporary control measures are removed, and permanent storm water management BMPs are installed as designed

2.5 Post-Construction Storm Water Management

2.5.1 Post-construction storm water ordinance. A regulatory mechanism is adopted to require post-construction storm water discharges from new development and redevelopment. This mechanism is referenced in the SWMP.

2.5.1 Chapter 28 of the Municipal Code addresses post construction storm water discharges from new development and redevelopment.

2.5.2 Administrative procedures. (May tie to 2.4.3) A program has been established for the permit application process. Does the program:

- *Have a project completion process?*
  - *Verification of final stabilization.*
  - *BMP record drawings as required.*
  - *Track private maintenance plans and agreements.*

2.5.2 Erosion and sediment control inspections continue until a construction site meets final stabilization requirements of 70% vegetated. 70% vegetation and completion of erosion and sediment control inspections is documented with photos and a final inspection report to remove temporary erosion and sediment control measures. Engineer stamped record drawings are required for storm water facilities. Maintenance plans and agreements are tracked and a copy is filed in the corresponding storm water basin folder and property folder.

2.5.3 Storm water management plan review. (May tie to 2.4.2)

- *Have procedures been established for plan review?*
  - *Are reviewers trained in reviewing post-construction storm water design elements?*
  - *Is there a means to convey and document review comments and their resolution?*

2.5.3 Plan review procedures include a site plan review checklist that references pertinent ordinances. The checklist is used by the planning and engineering departments to track and respond to comments and their resolution. The checklist is located in Appendix C.

2.5.4 Long-term maintenance, inspections and enforcement. For on-going maintenance of BMPs, does the program:

- *Identify an inspector?*
- *Have a process to define who is responsible for maintenance?*
- *Have procedures for who pays for corrective action?*
- *Have procedures if the private party fails to maintain?*

2.5.4 The engineering department inspects all BMPs, public and private, annually. All storm water facilities within the City are cataloged on a spreadsheet linking to corresponding storm basin folders. Private facility owners are responsible for their own site maintenance. The City sends letters to property owners detailing the required maintenance and deadline to complete the maintenance. If the deadline is not met the City will send another letter, complete the maintenance and bill the property owner for the work.

2.6 Pollution Prevention

2.6.1 Storm water management facilities. Inventory is in a tabular format and includes:

- *Key corresponding BMP location on the MS4 map*
- *Name and description of the BMP*
- *Type of BMP*
- *Year BMP was constructed*
- *Confirmation if these elements are available:*
  - *O&M plan with inspection procedures and schedule*
  - *A record drawing*
  - *If BMP is owned by another entity and being used for water quality credit, written documentation from owner that permittee has permission to use the BMP for this purpose*
- *Staff can request documentation is not provided (may be in project file, could be an Intermunicipal agreement or maintenance agreement).*
- *Confirm if the inventory matches structural BMPs used for modeling.*

2.6.1 The engineering department keeps a spreadsheet list of all the storm water facilities, public and private, in the City. The spreadsheet is located in Appendix D. The spreadsheet links to each corresponding storm basin folder. The storm basin folder contains Maintenance agreements, record drawings, plan sheets, photos, and past inspection reports.

2.6.2 BMP maintenance plan and inspection procedures. For each BMP inventories under 2.6.1, the program shall include:

- *Inspection and documentation process*
- *Maintenance schedule to maintain pollutant removal operating efficiency.*

2.6.2 The City uses separate inspection forms for ponds, swales and bio filters; they are located in Appendix E. The inspection reports and photos are saved in the storm basin folders that are linked to the spreadsheet. The storm water facility inspections are documented on the spreadsheet with the inspector, date and maintenance needed.

2.6.3 Municipally owned public works facilities.

- *Storm Water Pollution Prevention Plans (SWPPPs) are developed, maintained, and implemented.*

2.6.3 The City has adopted a Storm Water Pollution Prevention Plan (SWPPP) for the Municipal Service Center. Site inspections specified in the SWPPP are completed by the Maintenance Department.

2.6.4 A program to implement measures to reduce municipal sources of storm water contamination within source water protection areas.

- *Wisconsin's source water assessment program information may be found on the Department/s Internet site at: https://dnr.wi.gov/topic/drinkingwater/sourcewaterprotection.html*

2.6.5 Collection services/Storm sewer system maintenance activities.

- *Street sweeping program-Documentation of the number and type of equipment used, standard operating procedures, estimate of lane-miles swept annually, and an estimate of weight in tons of material collected annually.*
- *Catch basins-Documentation of the number of catch basin inspections, the number cleaned, standard operating procedures, and an estimate of the weight in tons of material collected annually.*
- *Leaf management-Description of leaf collection program, estimate of weight collected annually, municipally operated leaf disposal locations.*

2.6.5 The Street Department is responsible for all collection services: Street sweeping, catch basins, and leaf management. A spreadsheet, shown in Appendix F, is used to track the lane-miles swept, catch basins cleaned, and amount of leaves collected weekly and year-to-date.

2.6.6 Winter Road Management.

- *A program for documenting deicing products used, amount used, equipment used, estimate of lane-miles treated, equipment calibration and other salt reduction strategies.*

2.6.6 Winter road management equipment is calibrated annually. Staff attends the Western Snow & Ice Conference annually which includes salt reduction strategy training. The amount of salt and brine used is tracked by the Street Department.

2.6.7 Nutrient management.

- *A program for site-specific nutrient application schedules on municipally controlled properties (such as parks, athletic fields, golf courses, etc.).*

2.6.7 A nutrient management program was developed for Southwest Park. The nutrient management program is located in Appendix G.

2.6.8 Environmentally sensitive development.

- *A program for considering environmentally sensitive land development designs for municipal projects.*

2.6.8 Planning and Engineering Departments review environmentally sensitive development options such as ESA's and storm water green ways. The most common element used by the City is narrowing roadway widths. The City of De Pere adopted a narrower residential street policy on October 24, 2014. This policy reduced street widths from a maximum of 36' clear to either 32' clear or 28' clear.

2.6.9 Internal training and education.

- *A program and schedule for training municipal staff and other personnel (including contractors) involved in implementing each of the elements of the pollution prevention program.*
- *Documentation includes date, number of people attending, names of individuals, a summary of their responsibilities, and content of the training.*
- *Documentation for elected officials of the permit requirements and expectations.*

2.6.9 All departments have their own training. Street Department uses ExCal storm water training videos loaned from NEWSC. Trainings dates, staff attended and training are recorded.

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APPENDIX A

OUTREACH & EDUCATION 5 YEAR PLAN

Outreach & Education Plan Template

Outreach & Education Goal: Increase awareness of storm water pollution impacts on waters of the state and encourage changes in public behavior to reduce such impacts.

#	2.1.1 Topic	Description Add WDNR description from permit language	2.1.3 Target Audience Description		NEWSC Resource Available	Resources from Others worth checking out	Where to get it/How to use it	2.1.2 Delivery Mechanism Active/Passive	2020					2021					2022					2023					2024				
									Action	Person Responsible	Date Planned/ Complete	Reach	Complete?	Action	Person Responsible	Date Planned/ Complete	Reach	Complete?	Action	Person Responsible	Date Planned/ Complete	Reach	Complete?	Action	Person Responsible	Date Planned/ Complete	Reach	Complete?	Action	Person Responsible	Date Planned/ Complete	Reach	Complete?
			Select the Target Audience If other, specify				Provide details about what it is so that implementing the Outreach is easier.	Select your type of Delivery Mechanism	What is planned?	Who is going to do it?	When?	# people reached	Yes/No	What is planned?	Who is going to do it?	When?	# people reached	Yes/No	What is planned?	Who is going to do it?	When?	# people reached	Yes/No	What is planned?	Who is going to do it?	When?	# people reached	Yes/No	What is planned?	Who is going to do it?	When?	# people reached	Yes/No
1	Illicit Discharge Detection & Elimination	*Promote detection and elimination of illicit discharges and water quality impacts associated with such discharges from municipal separate storm sewer systems.*		*Other (Specify Here)*	**Halloween Themed Illicit Discharge Infographic**																											
				Other (Specify Here)	**Illicit Discharge Door Hanger**																											
				Other (Specify Here)	**School Presentations**		See Outreach Policy for procedure to make the most of NEWSC services https://drive.google.com/file/d/18vufC6Hl6kCw1z3WuEfVfiJo6tJ-TZdl/view?usp=sharing		West De Pere School presentation	Fox-Wolf	3/11-3/12	130	yes																Storm Water Presentation	Fox-Wolf			
				Other (Specify Here)	**Exhibit in Your Community to highlight topic**		See Outreach Policy for procedure to make the most of NEWSC services https://drive.google.com/file/d/18vufC6Hl6kCw1z3WuEfVfiJo6tJ-TZdl/view?usp=sharing																									
			General Public	*Other (Specify Here)*	**Watershed Cleanup***		See Outreach Policy for procedure to make the most of NEWSC services https://drive.google.com/file/d/18vufC6Hl6kCw1z3WuEfVfiJo6tJ-TZdl/view?usp=sharing	**Volunteer event**	Fox River Cleanup	Betty	22-Aug-20	25	Yes	Fox River Cleanup	Betty	5/1/2021			Fox River Cleanup				Fox River Cleanup					Fox River Cleanup				
				Other (Specify Here)	**Excal Visual Training (DVD training) - IDDE**		***IDDE – A Grate Concern https://www.excalvisual.com/idde-training Contact NEWSC Coordinator to check out***																									
				Other (Specify Here)																												
				Other (Specify Here)																												
				Other (Specify Here)																												
				Other (Specify Here)																												
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				Other (Specify Here)																												
				Other (Specify Here)																												
2	Household Hazardous Waste Disposal/Pet Waste Management/ Vehicle Washing	*Inform and educate the public about the proper management of materials that may cause storm water pollution from sources including automobiles, pet waste, household hazardous waste and household practices.*		*Other (Specify Here)*	**Household Hazardous Waste Flyer**		http://www.renewourwaters.org/wp-content/uploads/2019/07/Household-Hazardous-Waste.pdf																									
				Other (Specify Here)	**Carpet Cleaning Flyer**		http://www.renewourwaters.org/wp-content/uploads/2019/07/carpet-cleaning.pdf																									
				Other (Specify Here)	**Kids Can Help Too Flyer**		http://www.renewourwaters.org/kids-can-help-too-3/																									
			Residents	*Other (Specify Here)*	**Good Dog, Good Owner Flyer**		http://www.renewourwaters.org/wp-content/uploads/2019/07/Good-Dog-Good-Owner.pdf	**(mailings, newsletters, etc.) via mail or email**	Distributed with dog licenses	Carey Danen	Year Long		Yes	Distributed with dog licenses	Carey Danen				Distributed with dog licenses	Carey Danen				Distributed with dog licenses	Carey Danen				Distributed with dog licenses	Carey Danen			
				Other (Specify Here)	**Power Washing Flyer**		http://www.renewourwaters.org/wp-content/uploads/2019/07/Power-Washing-Home.pdf																									
				Other (Specify Here)	**Fish Don't Swim in Chlorine Flyer**		http://www.renewourwaters.org/wp-content/uploads/2019/07/Pool-Spa-Discharge.pdf																									
				Other (Specify Here)	**Vehicle Maintenance Flyer**		http://www.renewourwaters.org/wp-content/uploads/2019/07/Vehicle-Maintenance.pdf																									
				Other (Specify Here)	**Vehicle Maintenance Webpage**		http://www.renewourwaters.org/vehicle-maintenance-2/																									
				Other (Specify Here)	**Kids Can Help Too Webpage**		http://www.renewourwaters.org/kids-can-help-too-3/																									
				Other (Specify Here)	**Household Hazardous Waste Webpage**		http://www.renewourwaters.org/household-hazardous-waste-3/																									
				Other (Specify Here)	**Power Washing Webpage**		http://www.renewourwaters.org/power-washing/																									
			General Public	*Other (Specify Here)*	**Fish Don't Swim in Chlorine Webpage**		http://www.renewourwaters.org/pools-and-spas/	**Social media posts**	Posted to Facebook	Andrew Pantzlaff	9/3/2020		Yes																				
				Other (Specify Here)	**Carpet Cleaning Webpage**		http://www.renewourwaters.org/carpet-cleaning-2/																									
				Other (Specify Here)	**Good Dog, Good Owner Webpage**		http://www.renewourwaters.com/our-pets-our-waters/																									
				Other (Specify Here)	**Good Dog, Good Owner Infographic**		http://www.renewourwaters.org/wp-content/uploads/2019/07/Good-Dog-Good-Owner-Web-Ready.png																									
			Residents	*Other (Specify Here)*	**Car Washing Infographic**		http://www.renewourwaters.org/wp-content/uploads/2019/07/Car-on-Grass5M.jpg							Public Information Meeting	Eric Rakers	2/3/2021	25	Yes	Public Information Meeting	Eric Rakers				Public Information Meeting	Eric Rakers				Public Information Meeting	Eric Rakers			
				Other (Specify Here)	**Household Hazardous Waste Collection days**																											
				Other (Specify Here)	**School Presentations**		See Outreach Policy for procedure to make the most of NEWSC services https://drive.google.com/file/d/18vufC6Hl6kCw1z3WuEfVfiJo6tJ-TZdl/view?usp=sharing		West De Pere 5th grade class	Fox-Wolf	3/11-3/12	130	Yes																Storm Water Presentations	Fox-Wolf			
				Other (Specify Here)	**Exhibit in Your Community to highlight topic**		See Outreach Policy for procedure to make the most of NEWSC services https://drive.google.com/file/d/18vufC6Hl6kCw1z3WuEfVfiJo6tJ-TZdl/view?usp=sharing																									
			General Public	*Other (Specify Here)*																												
				Other (Specify Here)																												
				Other (Specify Here)																												
				Other (Specify Here)																												
			General Public	*Other (Specify Here)*	**SW Drain/Inlet art (Definitely De Pere, Schools, Sustainability Commission)**			**Presentations, summer camps)**						Paint sidewalk art for sw pollution prevention	Tina Quigley																	
			Residents	*Other (Specify Here)*				**Government event (public hearing, council meeting)**						Public Information Meeting	Eric Rakers	2/1-2/3	25	Yes	Public Information Meeting	Eric Rakers				Public Information Meeting	Eric Rakers				Public Information Meeting	Eric Rakers			
				Other (Specify Here)																												
				Other (Specify Here)																												
3	Yard Waste Management/ Pesticide and Fertilizer Application	*Promote beneficial onsite reuse of leaves and grass clippingsand proper use of lawn and garden fertilizers.*		*Other (Specify Here)*	**Leave Your Leaves on Land Flyer**		http://www.renewourwaters.org/wp-content/uploads/2019/07/Leave-Your-Leaves-on-Land.pdf																									
			Residents	*Other (Specify Here)*	**The Perfect Lawn Flyer**		http://www.renewourwaters.org/wp-content/uploads/2019/07/The-Perfect-Lawn.pdf	**(mailings, newsletters, etc.) via mail or email**	Sent with violation notices	Jenna LaRoche	Year Long		Yes	Sent with violation notices	Jenna LaRoche	Year Long			Sent with violation notices	Jenna LaRoche	Year Long			Sent with violation notices	Jenna LaRoche	Year Long			Sent with violation notices	Jenna LaRoche	Year Long		
				Other (Specify Here)	**Perfect Landscape Flyer**		http://www.renewourwaters.org/wp-content/uploads/2019/07/The-Pefect-Landscape-7.9.19.pdf																									
			Residents	*Other (Specify Here)*	**Ice & Snow Control flyer**		http://www.renewourwaters.org/wp-content/uploads/2019/07/Leave-Your-Leaves-on-Land.pdf							Public Information Meeting	Eric Rakers	2/3/2021	25	Yes	Public Information Meeting	Eric Rakers				Public Information Meeting	Eric Rakers				Public Information Meeting	Eric Rakers			
				Other (Specify Here)	**Kids Can Help Too Flyer**		http://www.renewourwaters.org/kids-can-help-too-3/																									
				Other (Specify Here)	**Leave Your Leaves on Land Webpage**		http://www.renewourwaters.org/leave-your-leaves-on-land/																									
				Other (Specify Here)	**The Perfect Lawn Webpage**		http://www.renewourwaters.org/the-perfect-lawn-3/																									
				Other (Specify Here)	**Perfect Landscape Webpage**		http://www.renewourwaters.org/the-perfect-landscape/																									
				Other (Specify Here)	**Ice & Snow Control Webpage**		http://www.renewourwaters.org/ice-and-snow-control-3/																									
				Other (Specify Here)	**Kids Can Help Too Webpage**		http://www.renewourwaters.org/kids-can-help-too-3/																									
				Other (Specify Here)	**Ice & Snow Control Infographic**		http://www.renewourwaters.org/wp-content/uploads/2019/07/ice-and-snow-removal-photo.jpg																									
			Residents	*Other (Specify Here)*	**Leave Your Leaves on Land Infographic**		http://www.renewourwaters.org/wp-content/uploads/2019/07/leaf-collection.jpg							Public Information Meeting	Eric Rakers	2/3/2021	25	Yes	Public Information Meeting	Eric Rakers				Public Information Meeting	Eric Rakers				Public Information Meeting	Eric Rakers			
			General Public	*Other (Specify Here)*	**Sweep Grass Clippings Infographic**		http://www.renewourwaters.org/wp-content/uploads/2019/07/grassclippingsROW.jpg	**Social media posts**	Posted to Facebook	Andrew Pantzlaff	6/22/2020	1528	Yes	Public Information Meeting	Eric Rakers	2/3/2021	25	Yes	Public Information Meeting	Eric Rakers				Public Information Meeting	Eric Rakers				Public Information Meeting	Eric Rakers			
				Other (Specify Here)	**School Presentations**		See Outreach Policy for procedure to make the most of NEWSC services https://drive.google.com/file/d/18vufC6Hl6kCw1z3WuEfVfiJo6tJ-TZdl/view?usp=sharing		West De Pere 5th grade	Fox-Wolf	3/11-3/12	130	Yes																Storm Water Presentation	Fox-Wolf			
				Other (Specify Here)	**Exhibit in Your Community to highlight topic**		See Outreach Policy for procedure to make the most of NEWSC services https://drive.google.com/file/d/18vufC6Hl6kCw1z3WuEfVfiJo6tJ-TZdl/view?usp=sharing																									
				Other (Specify Here)																												
				Other (Specify Here)																												
				Other (Specify Here)																												
				Other (Specify Here)																												

			Residents	*Other (Specify Here)*					**Government event (public hearing, council meeting)**						Public Information Meeting	Eric Rakers	2/1-2/3	25	Yes	Public Information Meeting	Eric Rakers				Public Information Meeting	Eric Rakers				Public Information Meeting	Eric Rakers			
				Other (Specify Here)																																
				Other (Specify Here)																																
				Other (Specify Here)																																
4	**Stream and Shoreline Management**	*Promote the management of streambanks and shorelines by riparian landowners to minimize erosion and restore and enhance the ecological value of waterways.*		*Riparian Property Owner*	**Restore Your Shore Flyer**																															
				Other (Specify Here)		**Streambank Restoration - NRCS Video**	https://www.youtube.com/watch?v=YX72P67YnhE																															
				Other (Specify Here)		**Streambank Erosion Control - WDNR guide**	https://dnr.wi.gov/topic/Waterways/shoreline/streambank_erosion.html																															
				Other (Specify Here)	**Shoreline Restoration Tour for Riparian Property Owners**																															
				Other (Specify Here)	**School Presentations**		See Outreach Policy for procedure to make the most of NEWSC services https://drive.google.com/file/d/1BvufC9hK6kCw1z3WuEfVfLlJo6lJ-T7vM/view?usp=sharing																															
				Other (Specify Here)	**Exhibit in Your Community to highlight topic**		See Outreach Policy for procedure to make the most of NEWSC services https://drive.google.com/file/d/1BvufC9hK6kCw1z3WuEfVfLlJo6lJ-T7vM/view?usp=sharing																															
			Residents	*Other (Specify Here)*					**Other Passive Mechanism**	Charles Street Swale Clearing	Betty			Yes	Pond Maint. Letters	Jenna	January	13	Yes																			
				Other (Specify Here)																																
				Other (Specify Here)																																
				Other (Specify Here)																																
				Other (Specify Here)																																
				Other (Specify Here)																																
5	**Residential Infiltration**	*Promote infiltration of residential storm water runoff from rooftop downspouts, driveways, and sidewalks.*		*Other (Specify Here)*	**Rain Barrel Flyer**		http://www.renewourwaters.org/wp-content/uploads/2019/04/Rain-Barrels-Handout.pdf																															
				Other (Specify Here)	**The Perfect Landscape Flyer**		http://www.renewourwaters.org/wp-content/uploads/2019/07/The-Perfect-Landscape-7.9.19.pdf																															
				Other (Specify Here)	**The Perfect Landscape Webpage**		http://www.renewourwaters.org/the-perfect-landscape/																															
				Other (Specify Here)	**Rain Barrel Webpage**		http://www.renewourwaters.org/rain-barrels/																															
				Other (Specify Here)	**School Presentations**		See Outreach Policy for procedure to make the most of NEWSC services https://drive.google.com/file/d/1BvufC9hK6kCw1z3WuEfVfLlJo6lJ-T7vM/view?usp=sharing																															
				Other (Specify Here)	**Exhibit in Your Community to highlight topic**		See Outreach Policy for procedure to make the most of NEWSC services https://drive.google.com/file/d/1BvufC9hK6kCw1z3WuEfVfLlJo6lJ-T7vM/view?usp=sharing																															
			Residents	*Other (Specify Here)*					**Other Passive Mechanism**	Sump Pump calls/emails-adding storm laterals on	Chase		3	Yes																									
				Other (Specify Here)																																
				Other (Specify Here)																																
				Other (Specify Here)																																
				Other (Specify Here)																																
				Other (Specify Here)																																
6	**Construction Sites & Post Construction Stormwater Management**	*Inform and educate those responsible for the design, installation, and maintenance of construction site erosion control practices and storm water management facilities on how to design, install, and maintain the practices.*		*1 and 2 family home builders*		**EPA's Stormwater & The Construction Industry - Maintain Your BMPs Poster**	http://www.renewourwaters.org/wp-content/uploads/2019/07/Construction-BMPs-Erosion-Sediment-Control.pdf																															
				1 and 2 family home builders	**Erosion Control Workshop for 1 & 2 Family Home Builders, Contractors and Inspectors**		***NEWSC training held every other year or as requested.***																															
				Builders and Contractors	**Erosion & Sediment Control Pocket Field Guide**		https://fwwa.sharepoint.com/:b:/s/NEWSC2/EdPUnDRD7MRKv0zfhlEnpIoBchXb5kenGX0HmZRSnIhwgA?e=vTY8kg		Sent with EC permit packets	Dennis	ongoing		yes	Sent with EC permit packets	Dennis	ongoing			Sent with EC permit packets	Dennis	ongoing			Sent with EC permit packet	Dennis	ongoing							
				Other (Specify Here)		**NASECA Erosion Control Training**																															
				Other (Specify Here)	**Stormwater BMP Workshop - Design/Operation/Maintenance**		**NEWSC Municipal Committee holds trainings annually**								Workshop attendence	Dennis/Chelsea				Workshop attendence	Dennis/Chelsea				Workshop attendence	Dennis/Chelsea				workshop attendence	Dennis/Chelsea			
				Other (Specify Here)	**Fox-Wolf Watershed Conference**		**Annual Conference held 1st Tuesday/Wednesday in March - check online www.fwwa.org/conference for more details**		Conference Attendee	Jenna	3/9/2020		1	yes																							
				Other (Specify Here)																																
				Other (Specify Here)																																
				Other (Specify Here)																																
				Other (Specify Here)																																
				Other (Specify Here)																																
				Other (Specify Here)																																
				Other (Specify Here)																																
7	**Pollution Prevention**	*Identify businesses and activities that may pose a storm water contamination concern, and educate those specific audiences on methods of stormwater pollution prevention.*		*Professional Carpet Cleaning Services*	**Carpet Cleaning Flyer**		http://www.renewourwaters.org/wp-content/uploads/2015/04/Professional-Carpet-Cleaning.pdf																															
				Garden Centers	**Greenhouses, Garden Centers & Nurseries Flyer**		http://www.renewourwaters.org/wp-content/uploads/2015/04/Garden-Centers.pdf																															
				Restaurants	**Letter to Restaurant Manager**																															
				Restaurants	**Restaurant Poster**																															
				Professional Power Washers	**Professional Power Washing Flyer**		http://www.renewourwaters.org/wp-content/uploads/2015/04/Power-washing-for-the-professional-washer.pdf																															
				Concrete pourer	**Concrete Washout Flyer**		http://www.renewourwaters.org/wp-content/uploads/2015/04/Concrete-Washout.pdf																															
				Other (Specify Here)		**EPA's Stormwater & The Construction Industry - Maintain Your BMPs Poster**	http://www.renewourwaters.org/wp-content/uploads/2019/07/Construction-BMPs-Erosion-Sediment-Control.pdf																															
				Other (Specify Here)	**Dumpster Management Flyer**		content/uploads/2015/04/Dumpster-Management-bilingual-pamphlet.pdf																															
				Other (Specify Here)	**Dumpster Management Poster**		content/uploads/2015/04/Dumpster-Management-bilingual-pamphlet.pdf																															
				Other (Specify Here)	**Parking Lot Maintenance Flyer**		http://www.renewourwaters.org/wp-content/uploads/2015/04/Parking-Lot-BMP.pdf																															
				Other (Specify Here)	**Winter Parking Lot Maintenance Flyer**		http://www.renewourwaters.org/wp-content/uploads/2019/11/Parking-Lot-Maintenance-Winter-BMPs.pdf																															
				All property owners over 1/2 acre pervious surface	**Winter Parking Lot Workshop**		***NEWSC training anticipated to be held every other year (2021/2023)***																															
				Other (Specify Here)	**Fleet Maintenance Training Poster**		Fleet Maintenance https://drive.google.com/file/d/15P7kQD6xpngJJxqigD6UN3PM7K92hFHA/view?usp=sharing																															
				Other (Specify Here)	**Parks & Grounds Maintenance Training Poster**		Parks & Grounds Maintenance https://drive.google.com/file/d/1DfLAT1XwBZVmOlEVQiEO1S2r1JUL8-Ad/view?usp=sharing																															
				Other (Specify Here)	**Land Disturbance Training Poster**		Land Disturbances https://drive.google.com/file/d/1f4n-wFcILZCQ11.8DMEp95nEqurHSYnn9/view?usp=sharing																															
				Other (Specify Here)	**Materials Storage & Spill Cleanup Training Poster**		Materials Storage & Spill Cleanup https://drive.google.com/file/d/1qrqggN4kVhxf-5Fcqm8kPQLeSUnu2_Ssb/view?usp=sharing																															
				Other (Specify Here)	**Streets & Drainage Maintenance Training Poster**		Streets & Drainage Maintenance https://drive.google.com/file/d/1SS8aN15yKbQic97wsqP1P3mPZG1Npt1U/view?usp=sharing																															
				Other (Specify Here)	**Solid Waste Operations Training Poster**		Solid Waste Operations https://drive.google.com/file/d/1PpFPqAfYXD8MD-Qu9Ql1dkd0Rl6ejUmn/view?usp=sharing																															
				Other (Specify Here)	**Parks & Grounds Maintenance 2 Training Poster**		Parks & Ground Maintenance https://drive.google.com/file/d/1dvgpoX6M-vB0tejJOMfw-DDZfiOrqDY2/view?usp=sharing																															
				Other (Specify Here)	**Streets & Drainage Maintenance 2 Training Poster**		Streets & Drainage Maintenance https://drive.google.com/file/d/1e9XTqC2fBvaanfw9OQcMpEWB-1Q0Ly3Ux/view?usp=sharing																															
				Other (Specify Here)	**Solid Waste Operations 2 Training Poster**		Solid Waste Operations https://drive.google.com/file/d/1slEHf3LBimXqcC1ukeuuFfh_6QISp0Jq/view?usp=sharing																															
				Other (Specify Here)	**Land Disturbance 2 Training Poster**		Land Disturbances https://drive.google.com/file/d/151MQawOKo-Qeb8WwF3kOQArlx4lK7zaV/view?usp=sharing																															
				Other (Specify Here)	**Excal Visual Training (DVD training) - Raincheck**		**Visit Check – Stormwater Pollution Prevention for Mobile https://www.excalvisual.com/swrc-extended-preview**								Street Dept.	Tony				Street Dept.	Tony				Street Dept.	Tony				Street Dept.	Tony			
				Other (Specify Here)																																
				Other (Specify Here)																																
				Other (Specify Here)																																

				Other (Specify Here)	Watershed Cleanup*		See Outreach Policy for procedure to make the most of NEWSC services https://drive.google.com/file/d/1lkvRC6h6kCw1z3WuERVlUo6bJ-TZdUxw/view?usp=sharing																								
			General Public	Other (Specify Here)				Government event (public hearing, council meeting)	Board of Public Works	Eric	March		Yes	Board of Public Works	Eric Rakers	March			Board of Public Works	Eric Rakers	March			Board of Public Works	Eric Rakers	March			Board of Public Works	Eric Rakers	March		
			General Public	Other (Specify Here)				Government event (public hearing, council meeting)	Council	Eric	March		Yes	Council	Eric Rakers	March			Council	Eric Rakers	March			Council	Eric Rakers	March			Council	Eric Rakers	March		
8	Green Infrastructure/Low Impact Development	*Promote environmentall sensitive land development designs by developers and designers, including green infrasture and low impact development.*		Other (Specify Here)																											
				Elected Officials																											
				Elected Officials	League of Municipalities Annual Conference		https://lwm-info.org/731/Annual-Conference																									
			General Public	Other (Specify Here)				Signage	Native Planting Plaque and Planting @ Manoqua				Yes	Native Planting Plaque and Planting @ Manoqua				Yes	Native Planting Plaque and Planting @ Manoqua				Yes	Native Planting Plaque & Planting @ Manoqua				Yes	Native Planting Plaque & Planting @ Manoqua				Yes
				Other (Specify Here)																											
				Other (Specify Here)																											
			Public Employees	Other (Specify Here)				Tours	Green Roof Tour	Tom			yes	Green Roof Tour	Tom				Green Roof Tour	Tom				Green Roof Tour	Tom				Green Roof Tour	Tom			
			Public Employees	Other (Specify Here)				Workshops						Solar Panel installation	Tom																	
			General Public	Other (Specify Here)				Government event (public hearing, council meeting)	Sustainability Commission	Betty	Quarterly		Yes	Sustainability Commission	Betty	Quarterly			Sustainability Commission	Betty	Quarterly			Sustainability Commission	Betty	Quarterly			Sustainability Commission	Betty	Quarterly		
				Other (Specify Here)																											

		Planned	Complete	Planned	Complete	Planned	Complete	Planned	Complete	Planned	Complete	Planned	Complete
Each Permit Cycle: 8 of 8 Topics must be addressed	Total # of Outreach Efforts	17	17	20	8	17	1	17	1	20	1	Covered at least Once during permit term?	
Each Year a Permittee Must: Address 6 out of 8 Topics, Use at least 2 active Delivery Mechanisms	# of Public Involvement Events (Count GOLD and GREEN Rows with Text)												
*Public Participation Efforts may count towards Education & Outreach Efforts	Illicit Discharge Detection & Elimination	Topic 1 Covered	yes	yes	yes	no	yes	no	yes	no	yes	no	yes	yes
Outreach & Education Template developed by Northeast Wisconsin Stormwater Consortiu	Household Hazardous Waste Disposal/Pet Waste Management/Vehicle Washing	Topic 2 Covered	yes	yes	yes	yes	yes	no	yes	no	yes	no	yes	yes
2.2 Public Involvement and Participation	Yard Waste Management/ Pesticide and Fertilizer Application	Topic 3 Covered	yes	yes	yes	yes	yes	no	yes	no	yes	no	yes	yes
1 Volunteer Opportunity Annually - Cleanup	Stream and Shoreline Management	Topic 4 Covered	yes	yes	yes	yes	no	no	no	no	no	no	yes	yes
1 Public Input Opportunity Annually - MS4 Annual Report	Residential Infiltration	Topic 5 Covered	yes	yes	no	no	no	no	no	no	no	no	yes	yes
Additional as topics arise	Construction Sites & Post Construction Stormwater Management	Topic 6 Covered	yes	yes	yes	no	yes	no	yes	no	yes	no	yes	yes
	Pollution Prevention	Topic 7 Covered	yes	yes	yes	no	yes	no	yes	no	yes	no	yes	yes
	Green Infrastructure/Low Impact Development	Topic 8 Covered	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
		# of Topics Covered	8	8	7	4	6	1	6	1	6	1	8	8
		Minimum of 6 Topics Covered Goal Met	YES	YES	YES	NO	YES	NO	YES	NO	YES	NO	Covered all 8?	
		Delivery Mechanism Goal Met	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	YES	
		# of Public Participation Events (Add Gold lines)												
		Minimum of 2 Public Involvement Events/Year	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO		

APPENDIX B

CONSTRUCTION SITE EROSION CONTOL

Erosion Control Site Plan Review Tracking Sheet
City of De Pere
Last Update 2/19/2021

More Forms: X:\ComputerResources\Forms\WDNR

					January		February		Ma
Street	Address	Description	Review Status	Folder Link	Inspected By	Comments	Inspected By	Comments	Inspected By
Heritage	800	Darling Investments - Romo Inc.		\\X:\PropertyInformation\East\800 HERITAGE RD\Engineering		Not started			
American Blvd	2270	Metal Storm		\\X:\PropertyInformation\West\2270 AMERICAN BL\Engineering	JML	Need to landscape			
Innovation	2020	United Health		\\X:\PropertyInformation\WEST\2020 INNOVATION CT\Engineering	JML	Install silt fence around stock pile			
Grant	665	West De Pere High School		\\X:\PropertyInformation\WEST\665 GRANT ST\Engineering	JML	No Comment			
Grant	1218	Krist Oil		\\X:\PropertyInformation\WEST\1218 GRANT ST\Engineering	JML	No Comment			
Superior	428	Irwin Lofts		\\X:\PropertyInformation\East\428 N SUPERIOR ST\Engineering	JML	No Comment/Project on hold			
Heritage	600	Belmark		\\X:\PropertyInformation\East\600 HERITAGE RD\Engineering	JML	No Comment/Project on hold-waiting for 70% vegetation			
Garroman	1765	Garrity's Glen South Apartments		\\X:\PropertyInformation\WEST\1765 GARROMAN DR\Engineering	JML	Repair Silt Fence			
N. Lawrence	261	N. Lawrence Apartments		\\X:\PropertyInformation\WEST\261 N LAWRENCE DR\Engineering	JML	No Comment			
S. Michigan	220	St. Francis Xavier		\\X:\PropertyInformation\East\220 S MICHIGAN ST\Engineering	JML	No Comment/Project Work on hold			
American Blvd	2249	Infinity Machine		\\X:\PropertyInformation\WEST\2249 AMERICAN BL\Engineering	JML	No Comment/Project on hold-waiting for 70% vegetation			
Ninth St	901	West De Pere Middle School		\\X:\PropertyInformation\WEST\901 S NINTH ST\Engineering	JML	Sweep road-tracking			
Southbridge	1855	Southbridge Condos		\\X:\PropertyInformation\WEST\1855 -1857 SOUTHBRIDGE RD\Engineering	JML	No Comment			
American Blvd	2140	Tailwaggers		\\X:\PropertyInformation\WEST\2140 AMERICAN BL\Engineering	JML	Repair Silt Fence			
Grant St	730	VFW Park		\\X:\PropertyInformation\WEST\730 GRANT ST\Engineering	JML	No Comment			
Commerce Dr	1881	Kay Distributing		\\X:\PropertyInformation\East\1881 COMMERCE DR\Engineering	JML	No Comment			

APPENDIX C

SITE PLAN REVIEW CHECKLIST

DE PERE

Project:
Location:
Prepared By: Date:
Checked By: Date:

Site Plan Review Checklist

Y	N	N/A	Review Item	Completed By:	Checked By:
Site Information					
			Existing zoning - (Planning)		
			Existing setbacks - (Planning)		
			Existing easements - (Planning)		
			Connection fees - (Inspection)		
			Site plan review fees - (Planning)		
			Landscape Plans - (Planning and Parks)		
			Off Street Parking -Section 14-55 and 14-56 - Number of stalls (Planning)		
			Is the plan part of a PPD? If so, BOPW approval is required for storm drainage, sanitary sewerage disposal, and water system plans. (Engineering)		
Design Standard Objectives - Section 14-60(2) (All Departments)					
			Provide for safe efficient vehicular and pedstrian circulation.(a)		
			Provide for screening, landscaping, signage, and lighting.(b)		
			Ensure effiecient, safe, and attractive land development.(c)		
			Develop proper safeguards to minimize the impact on the environment.(e)		
			Ensure the provision of adequate water supply, drainage and storm water management, sanitary facilities, and other utilities and		
			Encourage modern and innnovative design, construction, technology, and planning methods.(g)		
			Advance and promote sound growth and continued development within the City.(h)		

Project:	
Location:	
Prepared By:	Date:
Checked By:	Date:

Site Plan Review Checklist

Y	N	N/A	Review Item	Completed By:	Checked By:
Plan Submittal Requirements - Section 14-60(9)2)					
			Name of project/development (Engineering)		
			Location of project development by street address (Engineering)		
			Name and mailing address of developer/owner (Engineering)		
			Name and mailing address of engineer/architect (Engineering)		
			North point indicator (Engineering)		
			Scale (Engineering)		
			Boundary lines of property with dimensions (Engineering)		
			Location of open space (Planning)		
			Site statistics, including: (Planning and Inspection)		
			- Site square footage		
			- Percent site coverage		
			- Percent open space		
			- Floor area ration		
			Location and dimensions of proposed outdoor display areas - Ken		
			Architectural rendering of the proposed structures and buildings including:		
			- All dimensions (Planning)		
			- Gross square footage of existing and proposed buildings and structures (Planning)		
			- Description of all exterior finish materials (Planning)		
			Erosion control plans (Engineering)		
			Inlet protection Type D only. (Engineering)		
			Staging plans (Planning and Engineering)		

DE PERE	Project:		
	Location:		
	Prepared By:	Date:	
	Checked By:	Date:	

Site Plan Review Checklist

Y	N	N/A	Review Item	Completed By:	Checked By:
Plan Submittal Requirements - Locate, Identify, and Dimension Existing and Proposed - Section 14-60(9)2)h) (Engineering)					
			Topographic contours (two foot contour minimum)		
			Adjacent streets and rights-of-way		
			On site streets and rights-of-way		
			Utilities and Utility Easements:		
			- Electric		
			- Natural Gas		
			- Telephone		
			- Water		
			- Sewer (sanitary and storm)		
			- Fiber optic lines		
			- Other transmision lines		
			All buildings and structures		
			Parking facilities		
			Water bodies and wetlands		
			Surface water holding ponds, drainage ditches, and drainage patterns		
			Sidewalks, walkways, and driveways		
			Off street loading areas and docks		
			Fences and retaining walls		
			All exterior signs		
			Exterior refuse collection areas		
			Exterior lighting		
			Traffic flow on and off site		

DE PERE

Project:
Location:
Prepared By: Date:
Checked By: Date:

Site Plan Review Checklist

Y	N	N/A	Review Item	Completed By:	Checked By:
Landscaping - Section 14-60(10) (Planning and Parks)					
			Location and dimension of proposed open space areas		
			Identification of all proposed vegetation:		
			- Symbols, quantities, common names, and size of all plant materials and whether plant is balled burlapped, potted, or bare root		
			- Showing all species to scale of mature crown daimeter or spread		
			All existing vegetation to be saved		
			Typical sections of berms, fences, retaining walls, planter boxes, ets.		
			Ground cover - Front yard and 1/3 of side yard to be sod-14-60(10)(d)1)		
			Minimum size of plantings:		
			- Deciduous trees 1/5" diameter as measured 6" above the ground		
			- Coniferous trees 6' in height		
			- At least 20% of the required number of trees shall be hardwood deciduous trees		
			- Evergreen shrubs used for screening purposes shall be a minimum of 24" in height		
			Species:		
			- All trees used shall be indigenous to the appropriate hardiness zone and physical characteristics of the site.		
			- All plan material shall conform to "Ameican Standards for Nursery Stock", latest edition.		
			District Requirements - 14-60(10)(e)		
Regulations of Signs - Section 14-60(11)					
			By Building Inspector		

DE PERE	Project:
	Location:
	Prepared By: Date:
	Checked By: Date:

Site Plan Review Checklist

Y	N	N/A	Review Item	Completed By:	Checked By:
Off-Street Parking Requirements - Section 14-60(12) (Engineering and Planning)					
			Parking lot sizes - 14-60(12)(e)		
			Internal circulation between bays is provided		
			Driveway requirements:		
			- Offstreet parking shall have access from driveways, not public streets		
			- Driveway access curb opening on a public street shall not be located less than 40 feet from each other.		
			- Number and location of curb cuts shall be as determined by the building inspector in consultation with the director of public works.		
			Adequate drainage		
			Asphalt or concrete surface		
			Minimum 4" width striping		
			Minimize light reflection into residential areas		
			Minimize sign obstruction that restrict sight lines		
			All offstreet parking shall have a permiter concrete curb and gutter around the entire parking lot unless the site plan shows that runoff from the parking lot will not cause erosion or adversely affect adjacent properties.		
			Parking lot landscaping - 14-60(12)(o)		
			Parking lot screening for externally stored vehicles		
			Number of spaces		
Off-Street Loading Requirements - Section 14-60(13) (Engineering and Planning)					
			May be required for large facilities as approved by the planning commission		
			Location:		
			- Shall be off-street and on the same lot as the facility		
			- Shall not occupy the front yard		
			- If on the site of the building, shall not conflict with pedestrian movements		
			- If on the side of the building, shall not obstruct the view of the public right-of-way from off-street paring access		
			Size is 55 feet long, exclusive of aisle and manuevering space		
			Vertical clearance of 15 feet		
			Asphalt or concrete surface		
			Shall be screened from adjacent uses		
			Verify that no on-street loading zones are being placed.		

DE PERE	Project:
	Location:
	Prepared By: Date:
	Checked By: Date:

Site Plan Review Checklist

Y	N	N/A	Review Item	Completed By:	Checked By:
Sanitary Sewer Information (Engineering)					
			Sanitary sewer available		
			Sanitary sewer has capacity		
			Sanitary sewer location shown		
			Sanitary sewer depth		
			Sanitary sewer connection size		
			Sanitary sewer clean-outs		
			Excavation Permit needed? If cutting in the right-of-way, add to comments		
			Is there a comment to call Engineering Staff prior to lateral connection?		
Water Main Information (Engineering)					
			Water service available		
			Water system flow and pressure adequate		
			Water main location shown		
			Water service size		
			Water meter size (If greater than a 1", one month advance notice required so Water Department can order the meter)		
			Water Service size smaller than 4"? Will need additional testing if larger (i.e. pressure, safe sample). If NO, add to comments		
			Old water services are to be abandoned by disconnecting the service at the corporation and closing the corporation at the main. If the main is PVC, remove the saddle and replace with a solid sleeve coupling.		
			Separate Curb Stop for each building/condominium unit - Verify if a Master Meter is Required.		
Storm Sewer Information (Engineering)					
			Storm sewer service available		
			Storm sewer has capacity		
			Storm sewer location shown		
			Storm sewer depth		
			Storm sewer connection size		
			Storm structures (manholes, inlets)		
			Excavation Permit needed? If cutting in the right-of-way, add to comments		
			Is there a comment to call Engineering Staff prior to lateral connection?		
			Comment that record drawings / as-builts will need to be provided as well as an Engineer's Certificate of final construction's compliance to the plans.		

DE PERE

Project:
Location:
Prepared By: Date:
Checked By: Date:

Site Plan Review Checklist

Y	N	N/A	Review Item	Completed By:	Checked By:
Stormwater Management Information (Engineering)					
			Best management practices		
			Sites with a cumulative addition of 20,000 square feet or greater of impervious surfaces after the adoption date February 3, 2009, of this chapter are required to satisfy the performance standards - Section 28-7 (c)(2)(c)		
			Evaluate site for Protective Areas - Section 28-7 (c)(4)		
			On-site or regional facility		
Other/Miscellaneous Items (Engineering)					
			Soil boring locations		
Transportation/Access/Driveway (Engineering)					
			Access restrictions		
			Driveway - BOPW approval may be required -Section 22-15(a).		
			Concrete Driveway Apron - Section 22-15(c)(1)		
			Driveway Width - Section14-55(8)(a)1)		
			Driveway Separation - Section 14-55(8)(a)3)		
			Driveway (Number) - Section 14-55(8)(a)4)		
			TIA Required		
			Conform to master plan		
			WisDOT long range plan		

Miscellaneous Comments:

APPENDIX D

STORMWATER OPERATIONS & MAINTENANCE LISTING

City of De Pere - Engineering
925 S. Sixth St. ◊ De Pere, WI 54115 ◊ Ph: 920.339.4061

STORMWATER OPERATION & MAINTENANCE LISTING						No. of Problems Noticed (Inspection Checklist)			
Basin	Name or Location	Type	Date of Last Inspection	Inspector	Ownership	Monitor (M)	Work Needed (WN)	Maintence Deadline	Maintence Completed
AC050B	Westwind Ct	Pond	7/15/2020	AC	Disputed	0	0	N/A	N/A
AC020A	1901 S Ashland Ave	Pond	7/15/2020	AC	Private	0	0	N/A	N/A
AC030A	1629 S Ashland Ave	Pond	7/16/2020	AC	Private	1	0	N/A	N/A
AC090A	1420 Fortune Ave (Harper Co.)	Dry Detention	7/21/2020	AC	Disputed	1	0	N/A	N/A
AC050A	250 S 9th St (Rennes Health)	Pond	7/16/2020	AC	Private	0	0	N/A	N/A
AC050A	900 Main Ave (Unison Credit Union)	Biofilter	7/23/2020	AC	Private	0	0	N/A	N/A
AC050B	765 Lawrence Dr (Pool Works Inc)	Pond	7/23/2020	AC	Private	0	0	N/A	N/A
AC055A	1001 Main Ave (Festival Foods)	Pond	7/20/2020	AC	Private	2	0	N/A	N/A
AC055A	1501 Main Ave (Mid-Valley)	Pond	7/16/2020	AC	Private	0	0	N/A	N/A
AC050A	Elm - Ninth St	Swale/Ravine	7/13/2020	AC	Public	0	0	N/A	N/A
AC060A	505 Lawrence Dr	Pond	7/20/2020	AC	Private	0	0	N/A	N/A
AC060A	505 Lawrence Dr (Creative Signs Co Inc)	Biofilter	-	Inspected as a pond in 2017	Private	-	-	N/A	N/A
AC060A	875 Lawrence Dr (Cummins)	Pond	7/20/2020	AC	Private	0	0	N/A	N/A
AC050A	Suburban - Ninth on Grant St	Swale/Ravine	7/15/2020	Inspected as part of the Westwind Ct. Pond (2017)	Public	N/A	N/A	N/A	N/A
AC090A	1717 Lawrence Dr (Shopko Northwest)	Pond	6/4/2020	AC	Disputed	0	0	N/A	N/A
AC070A	1205 Lawrence Dr (Concrete Contractors)	Pond	7/20/2020	AC	Private	0	0	N/A	N/A
AC070A	1313 Lawrence Dr (Rear Menards/Walmart)	Pond	7/20/2020	AC	Private	0	0	N/A	N/A
AC070A	1400 Block Lawrence Dr (Menards Parking)	Pond	7/20/2020	AC	Private	0	0	N/A	N/A
AC080A	1610-1620 Lawrence Dr (Scheuring)	Pond	7/20/2020	AC	Private	0	0	N/A	N/A
AC090A	1700 Lawrence Dr (Community First Credit Union)	Pond	7/20/2020	AC	Private	0	1	N/A	N/A
AC090A	1717 Lawrence Dr (Shopko Northeast)	Pond	7/20/2020	AC	Private	2	1	N/A	N/A
AC130A	1951 Snowy Owl Ct [Organics Inc]	Pond	7/13/2020	AC	Disputed	0	0	N/A	N/A

AC090A	1801 Lawrence Dr (Independent Printing)	Pond	7/20/2020	AC	Private	1	0	N/A	N/A
AC090A	1869 American Blvd (Graybar)	Pond	7/20/2020	AC	Private	0	0	N/A	N/A
AC090A	1997 American Blvd (Cleaning Systems)	Pond	March/April	JML	Private			N/A	N/A
AC090A	2000 American Blvd. (northeast)	Dry Detention	7/20/2020	AC	Private	0	0	N/A	N/A
AC090A	2000 American Blvd. (southwest)	Pond	7/20/2020	AC	Private	0	0	N/A	N/A
AC090A	2001 Lawrence (Coin Wrap)	Pond	7/20/2020	AC	Private	0	2	N/A	N/A
AC090A	2001 Lawrence (Coin Wrap)	Swale/Ravine	7/20/2020	AC	Private	0	0	N/A	N/A
AC090A	Shopko Southeast (Dry)	Dry Detention	7/20/2020	AC	Private	0	1	N/A	N/A
AC100A	1100 Employers Blvd (Humana)	Pond	7/20/2020	AC	Private	0	0	N/A	N/A
AC100A	1880 Southbridge Rd	Pond	7/20/2020	AC	Private	0	0	N/A	N/A
AC100D	1746-1770 Burgoyne Ct. (Burgoyne Lake Apartments)	Pond	7/20/2020	AC	Private	3	0	N/A	N/A
AC100D	2191 American Blvd (Milwood)	Pond	7/20/2020	AC	Private	0	2	N/A	N/A
AC160A	2221 Innovation Dr (American 3 Fab)	Pond	7/20/2020	AC	Private	0	0	N/A	N/A
ER010A	W. Baraboo Cir.	Swale/Ravine	6/8/2020	AC	Disputed	0	0	N/A	N/A
ER015A	Pecatonica Ct (Charleston Pointe II)	Pond	6/8/2020	AC	Disputed	0	2	N/A	N/A
ER010A	1820-11A Ridgeway Dr (Eau Claire Pl)	Pond	7/20/2020	AC	Public	0	1	N/A	N/A
ER020A	Pecatonica Ct drain	Swale/Ravine	6/30/2020	AC	Disputed	0	0	N/A	N/A
ER030A	1979 Tyler Ln	Pond	7/15/2020	AC	Disputed	1	0	N/A	N/A
ER010A	825 E River Dr + 1901 Ridgeway Dr (Charleston Pointe I)	Pond	7/20/2020	AC	Private	0	0	N/A	N/A
ER040A	Shelley Ln [POTENTIAL]	FUTURE			Disputed				
ER010A	Brule Rd. - Ridgeway Dr. Pond Connection	Swale/Ravine	7/21/2020	AC	Private	0	0	N/A	N/A
ER010A	Pike Ln.	Swale/Ravine	7/21/2020	Inspected with Brule Rd - Ridgeway Dr. Pond	Private	0	0	N/A	N/A
ER040A	1881 Chicago St. (Aurora)	Dry Detention	7/21/2020	AC	Private	0	0	N/A	N/A
ER080A	1950 Enterprise Dr (CA Lawton)	Pond	7/20/2020	AC	Private	0	0	N/A	N/A

ER080B	1900 Enterprise Dr.	Pond	7/20/2020	AC	Private	0	0	N/A	N/A
ER100A	711 Millenium Ct	Biofilter							
AC055A	Exit 163 (Mid-Valley Rd-Hwy 41)	Pond	6/4/2020	AC	Public	1	0	N/A	N/A
FE010B	1040 N Broadway (Abbey Pond, SNC)	Pond	7/21/2020	AC	Private	0	0	N/A	N/A
FE240B	1200-1281 Pershing Rd (Lake Park Estates)	Pond	7/21/2020	AC	Private	3	0	N/A	N/A
FE260A	801 O'Keefe Rd	Dry Detention	7/21/2020	AC	Private	0	0	N/A	N/A
FE260B	1850 Enterprise Dr. (Dry)	Dry Detention	7/21/2020	AC	Private	1	0	N/A	N/A
FE270A	1891 Commerce Dr (Bedford Paper)	Pond	7/21/2020	AC	Private	0	0	N/A	N/A
FW070A	450 College Ave (Joliet Square Apartments)	Swale/Ravine	7/23/2020	AC	Private	0	0	N/A	N/A
FW070A	West De Pere High School (Dry)	Dry Detention	-	-	Private	-	-	N/A	N/A
FW140A	601 Third Avenue	Biofilter	7/23/2020	AC	Private	1	1		
ER130A	Diversity Dr (Susie C Altmayer Elementary)	Pond	6/30/2020	AC	Disputed	0	0	N/A	N/A
FE030A	1011 Broadway St. (West of Fox River Trail)	Pond	7/15/2020	AC	Disputed	0	0	N/A	N/A
FW180A	1300 Lost Dauphin (SNC Baseball, Mel Nicks Field)	Dry Detention	7/23/2020	AC	Private	0	0	N/A	N/A
FW200A	1600 Lost Daupin (SNC Track, Schneider Athletic)	Pond	7/23/2020	AC	Private	0	0	N/A	N/A
FW200B	1745 E Matthew Dr (De Pere Cabinet)	Pond	7/23/2020	AC	Private	0	0	N/A	N/A
FW200C	1251 Scheuring Rd (Front Cadre)	Biofilter	7/23/2020	AC	Private	0	1	N/A	N/A
FW200C	1252 Scheuring Rd (Cadre) East Swale	Swale/Ravine	7/23/2020	AC	Private	0	0	N/A	N/A
FW200C	1255 Scheuring Rd (Behind Cadre)	Pond	7/23/2020	AC	Private	0	0	N/A	N/A
FW200C	1740 E. Matthew Dr. (1751 W. Matthew Dr.)	Swale/Ravine	7/23/2020	AC	Private	0	0	N/A	N/A
AC060A	NW Lawrence - Grant Dry	Dry Detention	7/15/2020	AC	Public	0	0	N/A	N/A

AC060A	SW Lawrence - Grant	Pond	7/15/2020	AC	Public	0	0	N/A	N/A
AC090A	Exit 161 Roundabout (Hwy 41 - Scheuring)	Pond	6/4/2020	AC	Public	0	0	N/A	N/A
AC090A	Lawrence Dr (Integrys Parking-Preserve Entrance)	Pond	6/8/2020	AC	Public	1	0	N/A	N/A
AC090A	Scheuring - American Blvd	Pond	6/8/2020	AC	Public	0	0	N/A	N/A
AC100A	Ashwaubenon Creek (Preserve behind Humana-Hwy 41)	Pond	6/8/2020	AC	Public	2	2	N/A	N/A
FW200D	1997 Venture Ave Drainage Swale	Swale/Ravine	7/15/2020	AC	Private	0	0	N/A	N/A
AC100A	Hemlock Creek (Preserve behind Humana - Hwy 41)	Pond	6/9/2020	AC	Public	2	2	N/A	N/A
AC100A	Humana Swale - Preserve	Swale/Ravine	7/16/2020	AC	Public	0	0	N/A	N/A
AC100B	2077B Lawrence Dr (Honeysuckle)	Pond	6/8/2020	AC	Public	0	0	N/A	N/A
AC100B	Honeysuckle Swale (Rygar Ct.)	Swale/Ravine	-	-	Public	-	-	N/A	N/A
AC100D	American Blvd - Southbridge Rd	Pond	7/13/2020	AC	Public	0	0	N/A	N/A
AC100D	American Blvd Central (Samantha St)	Pond	7/13/2020	AC	Public	0	0	N/A	N/A
AC100D	American Blvd Central 2 (Burgoyne Ct)	Pond	7/13/2020	AC	Public	0	3	N/A	N/A
FE150A	1171 S Atrium Ct	Swale/Ravine	6/30/2020	AC	Disputed	0	0	N/A	N/A
AC100D	Central connecting ditch (American Blvd)	Swale/Ravine	7/13/2020	AC	Public	0	0	N/A	N/A
AC100D	Northern connecting ditch (American Blvd)	Swale/Ravine	7/13/2020	AC	Public	0	0	N/A	N/A
AC100D	Southern connecting ditch (American Blvd)	Swale/Ravine	7/13/2020	AC	Public	0	0	N/A	N/A
AC100E	Adare Ct	Pond	7/13/2020	AC	Public	1	0		
AC100E	American Blvd South (Tullig)	Pond	7/13/2020	AC	Public	2	0	N/A	N/A
AC110A	Payton Ct	Pond	7/13/2020	AC	Public	0	0	N/A	N/A
AC140A	Cross Creek Cir	Pond	6/8/2020	AC	Public	0	0	N/A	N/A

AC140A	Cross Creek Cir	Swale/Ravine	6/8/2020	AC	Public	0	0	N/A	N/A
AC150A	Daytona Speedway (Pocono Ct)	Pond	6/8/2020	AC	Public	0	0	N/A	N/A
AC160A	Southbridge - Innovation (Foth)	Pond	6/8/2020	AC	Public	0	0	N/A	N/A
AC170A	Southwest Park West - Daytona Speedway	Dry Detention	6/8/2020	AC	Public	0	0	N/A	N/A
AC180A	Southwest Park South (Diamond)	Pond	6/8/2020	AC	Public	0	0	N/A	N/A
ER015A	W Rock River Cir	Swale/Ravine	7/13/2020	AC	Public	0	0	N/A	N/A
ER020A	East River Dr - Rock River Ct	Swale/Ravine	6/30/2020	AC	Public	0	0	N/A	N/A
ER020A	East River Trail (Black Earth Dr)	Pond	6/30/2020	AC	Public	0	1	N/A	N/A
ER030A	Brule Rd. - Sullivan Ln.	Swale/Ravine	7/15/2020	AC	Public	0	0	N/A	N/A
ER030A	Desplaine Rd. - East River Dr.	Swale/Ravine	7/15/2020	AC	Public	0	1	N/A	N/A
ER030A	East River Dr. - Black Earth Dr. (East)	Swale/Ravine	7/15/2020	AC	Public	0	0	N/A	N/A
ER030A	Shelley Ln. - Brule Rd.	Swale/Ravine	7/15/2020	AC	Public	0	0	N/A	N/A
ER030A	Shelley Ln. (East)	Swale/Ravine	7/15/2020	AC	Public	0	0	N/A	N/A
ER030A	Sullivan Ln. - Desplaine Rd.	Swale/Ravine	7/15/2020	AC	Public	0	0	N/A	N/A
ER040A	Jim Martin Park	Pond	6/9/2020	AC	Public	0	0	N/A	N/A
ER040A	Jim Martin Park 1st Easement East	Swale/Ravine	6/9/2020	AC	Public	0	0	N/A	N/A
ER050A	Shetland Pl - Saddlebrook Ln (Rotary Park)	Pond	6/9/2020	AC	Public	2	0	N/A	N/A
ER060A	Painthorse Trail	Pond	6/9/2020	AC	Public	0	0	N/A	N/A
ER080A	Ledgeview Swan Rd (Jossart Brothers Co.)	Pond	6/9/2020	AC	Public	0	0	N/A	N/A
ER100A	Millenium Ct	Swale/Ravine	7/13/2020	AC	Public	0	0	N/A	N/A
ER110A	Enterprise Dr (Sit & Stay Pet Resort)	Pond	6/9/2020	AC	Public	0	0	N/A	N/A

ER120A	S. Melcorn Cl	Swale/Ravine	6/9/2020	AC	Public	0	0	N/A	N/A
ER120A	Trailside Ln	Pond	6/9/2020	AC	Public	4	0	N/A	N/A
ER120B	Rockland Rd (North of 2100-2120 S. Broadway St.)	Swale/Ravine	6/30/2020	AC	Public	0	0	N/A	N/A
FE275A	600 Heritage Rd (Belmark-Briarwood)	Pond	7/13/2020	AC	Disputed	1	1	N/A	N/A
FE275A	600 Heritage Rd (Belmark-Briarwood)	Swale/Ravine	7/13/2020	AC	Disputed	0	2	N/A	N/A
FE190A	Optimist Park (17-09)	Pond	6/30/2020	AC	Public	0	0	N/A	N/A
FW280B	500 Fortune Ave (East vertical)	Pond	7/23/2020	AC	Disputed	0	1	N/A	N/A
FE260A	Greenleaf Rd - North of Belmark	Pond	7/13/2020	AC	Public	0	0	N/A	N/A
FE260B	1300 Enterprise Dr (Behind PAi)	Swale/Ravine	7/13/2020	AC	Public	0	0	N/A	N/A
FE260B	Greenleaf Rd - Fox River Trail	Pond	7/13/2020	AC	Public	0	0	N/A	N/A
FE280A	Oak Water Ct	Swale/Ravine	7/13/2020	AC	Public	0	0	N/A	N/A
FE280A	Old Plank Ct	Swale/Ravine	6/30/2020	AC	Public	0	0	N/A	N/A
FE280B	Greenleaf-Rockland Rd	Pond	7/13/2020	AC	Public	0	0	N/A	N/A
FE290A	Commerce Pond (16-09 Pond and Drainage Construction)	Pond	7/13/2020	AC	Public	1	0	N/A	N/A
FW010A	Perkofsky Boat Landing/Brown County Fair Grounds	Pond	7/15/2020	AC	Public	0	0	N/A	N/A
FW200D	1997 Venture Ave (WI Lift Truck Co. - West)	Pond	7/15/2020	AC	Disputed	0	0	N/A	N/A
FW200B	Scheuring Rd - Suburban Dr	Pond	6/1/2020	JML	Public	1	2	N/A	N/A
FW200C	Double Dry Matthew - Suburban Dr	Dry Detention	7/15/2020	AC	Public	0	0	N/A	N/A
FW200E	Terry Ln - Mobile Home Park	Swale/Ravine	7/22/2020	AC	Public	0	2	N/A	N/A
FW280B	500 Fortune Ave (Old Ecofibre)	Swale/Ravine	7/23/2020	AC	Private	2	0	N/A	N/A
FW280A	Fortune - Venture	Pond	7/22/2020	AC	Public	0	0	N/A	N/A
FW280A	Red Maple - Lost Daupin	Swale/Ravine	7/22/2020	AC	Public	1	0	N/A	N/A
FW290A	1414 Builders Ct.	Pond	7/21/2020	AC	Public	0	0	N/A	N/A
FW290B	Glen Meadows Cir (Kiwanis Park)	Pond	No longer exists	?	Public	?	?	N/A	N/A
FW290B	Hopf Ln	Pond	7/15/2020	AC	Public	1	0	N/A	N/A

FW290B	Red Maple (River Trail Ct)	Pond	7/22/2020	AC	Public	1	0	N/A	N/A
FW290C	Dog Park	Pond	7/21/2020	AC	Public	0	0	N/A	N/A
FW290C	Dog Park West Swale	Swale/Ravine	7/15/2020	AC	Public	0	0	N/A	N/A
FW290C	Richco Ct Swale	Swale/Ravine	7/15/2020	AC	Public	0	0	N/A	N/A
FW290C	Richco Ct.	Pond	7/15/2020	AC	Public	0	0	N/A	N/A
FW200D	1997 Venture Ave [WI Lift Truck Co. Warehouse (East)]	Pond	7/15/2020	AC	Disputed	0	0	N/A	N/A
XA100A	2066 Lawrence Dr (St Mark Lutheran - Large SW pond)	Pond	7/23/2020	AC	Private	0	0	N/A	N/A
FW200D	1998 Venture Ave	Pond	7/15/2020	AC	Disputed	0	0	N/A	N/A
XA100A	2066 Lawrence Dr (St Mark Lutheran - Small N pond)	Pond	7/23/2020	AC	Private	0	0	N/A	N/A

APPENDIX E

CHECKLISTS – POND, SWALE, BIOFILTER OPERATION, AND OUTFALL

CITY OF DE PERE

Public Works - Engineering Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4061 | www.de-pere.org

POND OPERATION & MAINTENANCE INSPECTION CHECKLIST Inspection of all listed items shall take place at least quarterly (unless noted otherwise) and after rainfall events resulting in 2" of rainfall or more. A copy of this document shall be completed during each inspection. The party responsible for performing inspections and maintenance shall keep all completed checklists and make them available to Municipal, County, and State Officials upon request.	**BASIN ID:** **SITE NAME:** **PERSON INSPECTING:** **INSPECTION DATE AND TIME:** **RAINFALL WITHIN PAST 2-3 DAYS:**

Reason for Inspection (Circle One): Complaint / Storm Event / Scheduled / Other

Ownership (Circle One) Public Private

LEGEND: PROBLEM NOTICED

N/A = Not Applicable **M = Monitor (potential for future problem)**

NP = Not a Problem **WN = Work Needed**

ITEM INSPECTED	PROBLEM NOTICED	COMMENTS
INFLOW ASSESSMENT		
Obstruction: Vegetation/Debris/Sediment		
Erosion/Undercutting		
Displacement of Fabric/ Rip Rap		
Pipe Condition/Exposure		
Other:		
FOREBAY ASSESSMENT		
Sediment/ Debris Accumulation		
Side Slope Erosion		
Invasive Vegetation		
Other:		
VEGETATED SHELF / MAIN TREATMENT AREA ASSESSMENT		
Visible Pollution / Muddiness		
Sediment / Debris Accumulation		
Plants are Dead, Diseased, or Dying		
Bare Soil/Erosive Gullies		
Algae Cover (estimate %)		
Invasive Vegetation (estimate %)		
Other:		

CITY OF DE PERE

Public Works - Engineering Department

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EMBANKMENT ASSESSMENT		
Erosion and/or Loss of Dam Material		
Shrubs/Trees Present		
Animal Burrows		
Soft Spots or Boggy Areas		
Slides		
Other:		
OUTLET DEVICE ASSESSMENT		
Obstruction: Vegetation/Debris/Sediment		
Erosion/Undercutting		
Joint Failure/ Loss of Joint Material		
Leaking Device		
Other:		
MISCELLANEOUS		
Trash/Debris		
Access		
Vandalism		
Fence Condition (if applicable)		
Fish/ Wildlife Observations		
Signage (if applicable)		
Other		

Attach color digital photographs of the site and structural BMPs including a caption describing each photo.

COMMENTS:

OVERALL CONDITION OF FACILITY:

In accordance with approved design plans? Y / N

Maintenance required as detailed above? Y / N

Dates by which maintenance should be completed: ____/_____/_____

Signature of Person Inspecting: _____

UPDATE MASTERSHEET under x:\Storm\Inspections & Calcs by Basin\Stormwater Inspection Mastersheet

CITY OF DE PERE

Public Works - Engineering Department

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SWALE OPERATION & MAINTENANCE INSPECTION CHECKLIST Inspection of all listed items shall take place annually (unless noted otherwise) and after rainfall events resulting in 2" of rainfall or more. A copy of this document shall be completed during each inspection. The party responsible for performing inspections and maintenance shall keep all completed checklists and make them available to Municipal, County, and State Officials upon request.	**BASIN ID:** **ADDRESS:** **PERSON INSPECTING:** **INSPECTION DATE AND TIME:** **RAINFALL WITHIN PAST 2-3 DAYS:**

Reason for Inspection (Circle One): complaint / storm event / scheduled / other

Ownership (Circle One): Public Private

N/A – Not Applicable M – Monitor
NP – Not a Problem WN – Work Needed

ITEM INSPECTED	PROBLEM NOTICED	COMMENTS
SIDEWALL CONDITION		
1. Vegetation & ground cover condition		
2. Erosion occurring		
3. Cracking or bulging		
4. Animal burrows or damage		
5. Other		
BOTTOM		
6. Vegetative & ground cover condition		
7. Sediment accumulation on vegetation		
8. Removal of debris and trash needed		
9. Vertical & horizontal alignment per plan		
10. Evidence of edge erosion		
11. Sitting water present (approx. depth)		
12. Other		
INFLOW POINTS		
13. Riprap failures		
14. Evidence of slope erosion		
15. Condition of inflow pipes/endwalls and/or swales		
16. Other		

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OUTFLOW/CONNECTION POINTS		
17. Water backlog		
18. Evidence of slope erosion		
19. Condition of outflow pipes/endwalls and/or swales		
20. Other		
OTHER		
21. Encroachments on facility maintenance easements		
22. Complaints from residents		
23. Any public hazards		
24. Evidence of invasive species		
25. Evidence of snow storage on facility		
26. Evidence of dumping (Grass, leaves, etc.)		

COMMENTS:

OVERALL CONDITION OF FACILITY:

In accordance with approved design plans? Y / N

Maintenance required as detailed above? Y / N

Dates by which maintenance will be completed: ____/_____/_____

Signature of Person Inspecting: _____

CITY OF DE PERE

Public Works - Engineering Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4061 | www.de-pere.org

BIOFILTER OPERATION & MAINTENANCE INSPECTION CHECKLIST Inspection of all listed items shall take place at least quarterly (unless noted otherwise) and after rainfall events resulting in 2" of rainfall or more. A copy of this document shall be completed during each inspection. The party responsible for performing inspections and maintenance shall keep all completed checklists and make them available to Municipal, County, and State Officials upon request.	**BASIN ID:** **ADDRESS:** **PERSON INSPECTING:** **INSPECTION DATE AND TIME:** **RAINFALL WITHIN PAST 2-3 DAYS:**

Reason for Inspection (Circle One): complaint / storm event / scheduled / other

Ownership (Circle One): Public Private

ITEM INSPECTED	PROBLEM NOTICED	COMMENTS
EMBANKMENT & EMERGENCY SPILLWAY		
1. Vegetation & ground cover condition		
2. Appropriate plants per site plan/weeds		
3. Adequate freeboard		
4. Erosion occurring		
5. Cracking or bulging		
6. Animal burrows or damage		
7. Seepage or leeks on downstream face		
8. Vertical & Horizontal alignment of top of berm as per plans		
9. Clear of debris and obstructions		
10. Accessible for maintenance		
11. Is the emergency spillway level, note condition		
BOTTOM OF BASIN		
12. Vegetative & ground cover condition		
13. Appropriate plants per site plan		
14. Removal of debris and trash (See Note 1)		
15. Visible pollution or sheen		
16. Evidence of edge erosion		
17. Ponding present over 50% of basin floor 3 days after a rainfall event (See Note 2)		

CITY OF DE PERE

Public Works - Engineering Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4061 | www.de-pere.org

INFLOW POINTS		
18. Riprap failures		
19. Condition of endwalls / headwalls		
20. Evidence of slope erosion		
21. Condition of inflow pipes and/or swales		
22. Condition of spreader structure (If applicable)		
OTHER		
23. Encroachments on facility maintenance easements		
24. Complaints from residents		
25. Any public hazards		
26. Evidence of invasive species		
27. Evident of snow storage on facility		

COMMENTS:

OVERALL CONDITION OF FACILITY:

In accordance with approved design plans? Y / N

Maintenance required as detailed above? Y / N

Dates by which maintenance will be completed: ____/_____/_____

Signature of Person Inspecting: _____

CITY OF DE PERE

Public Works - Engineering Department

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Notes:

1) Trash shall be removed as quickly as possible once it is observed.
2) Restoration Procedures – these include removing the top 2 to 3 inches, chisel plowing and adding topsoil and compost. If deep tilling is used, the basin shall be drained and the soils dried to a depth of 8 inches. If the basin was planted in turf grass and clogging again occurs after these restoration procedures have been used, the owner/operator shall replant with prairie type vegetation using the soil preparation method recommended by the native nursery in the area.
3) Do not use heavy machinery for maintenance as it may cause clogging of the surface of the basin.
4) Do not spread topsoil over surface of the basin as this will decrease the infiltration rate.
5) Keep basin off-line from the storm water system until seed become established. Never allow sediment from disturbed areas of the site to enter the basin.
6) Winter Maintenance – All drawdown devices in the pond shall be opened during winter months to discourage infiltration of runoff water containing high levels of chlorides. If this practice is an enclosed basin, the use of chloride deicers shall be limited in the area draining to the basin to reduce the chance of exceeding the limits of ch. NR 140.

CITY OF DE PERE

Public Works - Engineering Department

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STORM SEWER OUTFALL INSPECTION CHECKLIST – CITY FACILITIES Inspection of all listed items shall take place annually. This form is to be used when outlets are not inspected for IDDE.	**BASIN ID:** **SITE NAME:** **PERSON INSPECTING:** **INSPECTION DATE AND TIME:** **RAINFALL WITHIN PAST 2-3 DAYS:**

Reason for Inspection (Circle One): complaint / storm event / scheduled / other

N/A = Not Applicable **M = Monitor (potential for future problem)**

NP = Not a Problem **WN = Work Needed**

ITEM	INFORMATION	COMMENTS
GENERAL INFORMATION		
GIS Designation		
Outfall (Major or Minor)		
Endwall Size		
Endwall Material		
OUTFALLS		
Rip Rap failures		
Condition of endwalls		
Evidence of erosion		
Condition of downstream swales		
Trash/debris		
OTHER		
Complaints from residents		
Any public hazards		
Flowing water		
Signage (if applicable)		
Other		

Attach color digital photographs of the site and structural BMPs including a caption describing each photo.

CITY OF DE PERE

Public Works - Engineering Department

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COMMENTS:

OVERALL CONDITION OF FACILITY:

In accordance with approved design plans? Y / N

Maintenance required as detailed above? Y / N

Dates by which maintenance will be completed: ____/_____/_____

Signature of Person Inspecting: _____

APPENDIX F

STREET DEPARTMENT COLLECTION SERVICES

Department of Public Works - Operations Division
Street Section 5-15 report

Week:	12/14/20 - 12/18/20
Date:	12/21/2020
Compiled by:	Tony Fietzer

PATCHING/INLET/SEWER REPAIRS				SWEEPERS						
POT HOLES	MANHOLES/INLETS	WATER	CULVERTS	MILES	BROOM MILES	DUMPS	ROTATION	% COMPLETE	SPECIALS	ISLANDS
				102	52	8	14			
YEAR TO DATE PATCHING										
1116	72		2	7240	3295	520	14		73	6

MISC JOBS				WINTER SNOW/ICE		SIGN SHOP				
MAILBOX	TERRACES	OUTFALLS	ASSIST OTHER DEPT	FULL PLOW	SPEADING	FABRICATED	INSTALLED	REPAIRED	Traffic Control jobs	
						1	5	1	2	
MISC YEAR TO DATE JOBS				**YEAR TO DATE**		**SIGN SHOP YEAR TO DATE**				
	103	1	8	4	10	267	445	116	10	
						PAILS OF PAINT	STENCILS	CROSSWALKS	STALLS	LONG LINE GALLONS
						125 gallons	39	129	1144	white
						ARROWS	HANDICAP	PARKING LOT	STOP BAR	LONG LINE GALLONS
										yellow

SEWERS								
Emergency calls		Pipe Cleaned LF		YTD	Flushing Specials	Hydroexcavating		Catch Basins Cleaned
City		Sanitary	9349	171209	14	2		
Private		Storm		480				
YTD	13				YTD 184	YTD 24		YTD 216
TELEVISING								
# of Locations	11	LF televised		# of Emergency vs. Routine		Facilities Inspected		
YTD	256	Sanitary	472	Emergency		Manhole	2	
		Sanitary YTD	25844	Routine		Inlet	2	
		Storm	202					
		Storm YTD	17357					

GARBAGE/RECYCLING									
Garbage Stops	20,524	Recycling Stops	10,154	Paid/Invoiced Rubbish Stops	1	$40	YTD	23	$1,360
Stops YTD	377,634	Stops YTD	180,434	Paid/Invoiced Brush Stops	3	$130	YTD	26	$1,420
Tonage	309.18	Tonage	107.669	Paid/Invoiced Yardwaste Stops	6	$250	YTD	13	$690
Tonage YTD	5,958.36	Tonage YTD	1917.721	Violation Tags	31	YTD	744		
				Rubbish Site drop off (# of vehicles)	Wed	Sat	YTD	7018	
				Drop-off Site Tonnage			YTD	316.29	

LEAF COLLECTION						
Spring	Weekly Loads	YTD		Fall	Weekly Loads	YTD
2020		45		2020		370

APPENDIX G

SOUTHWEST PARK NUTRIENT MANAGEMENT PROGRAM

DE PERE

RUNS DEEPER

CITY OF DE PERE

NUTRIENT MANAGEMENT PROGRAM

PREPARED BY:

LAKELAND LAWN CARE

LAKELAND LAWN CARE

Prepared for: *SOUTHWEST PARK DE PERE*

Michael Haupt Cell: 920-362-5296 Email: mike@lakelandlawncare.com
Business Address: 1195 Flight Way Dr. De Pere, WI 54115
Billing Address: P.O. 5883 De Pere, WI 54115

M Sq Ft:	440	AREA: SOCCER
Acres:	10.00	

Week	Month	Stock #	Product	ANALYSIS N	P	K	# of Units	Rate/ M	PER 1,000 SQ FT N	P	K	Unit Size	Unit Cost	Total Cost	Application Date & # bags
	MAY		25-0-4 10%AS 10%TC	25	0	4	35.00	3.98	0.99	0.00	0.16	50.00	$15.00	$ 525.00	
			APPLICATION FEE				10.00						$30.00	$ 300.00	
														$ -	
	JUNE		25-0-4 10%AS 10%TC	25	0	4	35.00	3.98	0.99	0.00	0.16	50.00	$15.00	$ 525.00	
			APPLICATION FEE				10.00						$30.00	$ 300.00	
														$ -	
	SEPT		21-0-21 75% STAB N 2%FE	21	0	21	40.00	4.55	0.95	0.00	0.95	50.00	$16.80	$ 672.00	
			APPLICATION FEE				10.00					50.00	$30.00	$ 300.00	
														$ -	
	SEPT		QP-3D HERBICIDE				2.00	1.45				2.50	$76.00	$ 152.00	
			APPLICATION FEE				10.00						$35.00	$ 350.00	
														$ -	
														$ -	
														$ -	
														$ -	
														$ -	
														$ -	
							152		2.94	0.00	1.27			$ 3,124.00	

Prepared By: Michael Haupt

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LAKELAND LAWN CARE

Prepared for: *SOUTHWEST PARK DE PERE*

Michael Haupt Cell: 920-362-5296 Email: mike@lakelandlawncare.com
Business Address: 1195 Flight Way Dr. De Pere, WI 54115
Billing Address: P.O. 5883 De Pere, WI 54115

M Sq Ft:	66	AREA: BASEBALL 1
Acres:	1.50	

				ANALYSIS					PER 1,000 SQ FT						
Week	Month	Stock #	Product	N	P	K	# of Units	Rate/ M	N	P	K	Unit Size	Unit Cost	Total Cost	Application Date & # bags
	MAY		25-0-4 10%AS 10%TC	25	0	4	5.25	3.98	0.99	0.00	0.16	50.00	$15.00	$ 78.75	
			APPLICATION FEE				1.50						$30.00	$ 45.00	
														$ -	
	JUNE		25-0-4 10%AS 10%TC	25	0	4	5.25	3.98	0.99	0.00	0.16	50.00	$15.00	$ 78.75	
			APPLICATION FEE				1.50						$30.00	$ 45.00	
														$ -	
	SEPT		21-0-21 75% STAB N 2%FE	21	0	21	6.00	4.55	0.95	0.00	0.95	50.00	$16.80	$ 100.80	
			APPLICATION FEE				1.50					50.00	$30.00	$ 45.00	
														$ -	
	SEPT		QP-3D HERBICIDE				0.38	1.45				2.50	$76.00	$ 28.50	
			APPLICATION FEE				1.50						$35.00	$ 52.50	
														$ -	
														$ -	
														$ -	
														$ -	
														$ -	
														$ -	
							23		2.94	0.00	1.27			$ 474.30	

Prepared By: Michael Haupt

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LAKELAND LAWN CARE

Prepared for: *SOUTHWEST PARK DE PERE*

Michael Haupt Cell: 920-362-5296 Email: mike@lakelandlawncare.com
Business Address: 1195 Flight Way Dr. De Pere, WI 54115
Billing Address: P.O. 5883 De Pere, WI 54115

		AREA
M Sq Ft:	66	BASEBALL 2
Acres:	1.50	

				ANALYSIS					PER 1,000 SQ FT						
Week	Month	Stock #	Product	N	P	K	# of Units	Rate/ M	N	P	K	Unit Size	Unit Cost	Total Cost	Application Date & # bags
	MAY		25-0-4 10%AS 10%TC	25	0	4	5.25	3.98	0.99	0.00	0.16	50.00	$15.00	$ 78.75	
			APPLICATION FEE				1.50						$30.00	$ 45.00	
														$ -	
	JUNE		25-0-4 10%AS 10%TC	25	0	4	5.25	3.98	0.99	0.00	0.16	50.00	$15.00	$ 78.75	
			APPLICATION FEE				1.50						$30.00	$ 45.00	
														$ -	
	SEPT		21-0-21 75% STAB N 2%FE	21	0	21	6.00	4.55	0.95	0.00	0.95	50.00	$16.80	$ 100.80	
			APPLICATION FEE				1.50					50.00	$30.00	$ 45.00	
														$ -	
	SEPT		QP-3D HERBICIDE				0.38	1.45				2.50	$76.00	$ 28.50	
			APPLICATION FEE				1.50						$35.00	$ 52.50	
														$ -	
														$ -	
														$ -	
														$ -	
														$ -	
														$ -	
							23		2.94	0.00	1.27			$ 474.30	

Prepared By: Michael Haupt

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LAKELAND LAWN CARE

Prepared for: *SOUTHWEST PARK DE PERE*

Michael Haupt Cell: 920-362-5296 Email: mike@lakelandlawncare.com
Business Address: 1195 Flight Way Dr. De Pere, WI 54115
Billing Address: P.O. 5883 De Pere, WI 54115

M Sq Ft:	88	AREA: GENERAL
Acres:	2.00	

Week	Month	Stock #	Product	ANALYSIS N	P	K	# of Units	Rate/ M	PER 1,000 SQ FT N	P	K	Unit Size	Unit Cost	Total Cost	Application Date & # bags
	MAY		25-0-4 10%AS 10%TC	25	0	4	7.00	3.98	0.99	0.00	0.16	50.00	$15.00	$ 105.00	
			APPLICATION FEE				2.00						$30.00	$ 60.00	
														$ -	
	JUNE		25-0-4 10%AS 10%TC	25	0	4	7.00	3.98	0.99	0.00	0.16	50.00	$15.00	$ 105.00	
			APPLICATION FEE				2.00						$30.00	$ 60.00	
														$ -	
	SEPT		21-0-21 75% STAB N 2%FE	21	0	21	8.00	4.55	0.95	0.00	0.95	50.00	$16.80	$ 134.40	
			APPLICATION FEE				2.00					50.00	$30.00	$ 60.00	
														$ -	
	SEPT		QP-3D HERBICIDE				0.40	1.45				2.50	$76.00	$ 30.40	
			APPLICATION FEE				2.00						$35.00	$ 70.00	
														$ -	
														$ -	
														$ -	
														$ -	
														$ -	
														$ -	
							30		2.94	0.00	1.27			$ 624.80	

Prepared By: Michael Haupt

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LAKELAND LAWN CARE

Prepared for: *SOUTHWEST PARK DE PERE*

Michael Haupt Cell: 920-362-5296 Email: mike@lakelandlawncare.com
Business Address: 1195 Flight Way Dr. De Pere, WI 54115
Billing Address: P.O. 5883 De Pere, WI 54115

M Sq Ft:	264	AREA PRACTICE
Acres:	6.00	

Week	Month	Stock #	Product	ANALYSIS N	P	K	# of Units	Rate/ M	PER 1,000 SQ FT N	P	K	Unit Size	Unit Cost	Total Cost	Application Date & # bags
	MAY		25-0-4 10%AS 10%TC	25	0	4	21.00	3.98	0.99	0.00	0.16	50.00	$15.00	$ 315.00	
			APPLICATION FEE				6.00						$30.00	$ 180.00	
														$ -	
	SEPT		QP-3D HERBICIDE				1.20	1.45				2.50	$76.00	$ 91.20	
			APPLICATION FEE				6.00						$35.00	$ 210.00	
														$ -	
														$ -	
														$ -	
														$ -	
														$ -	
														$ -	
							34		0.99	0.00	0.16			$ 796.20	

Prepared By: Michael Haupt

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LAKELAND LAWN CARE

Prepared for: *SOUTHWEST PARK DE PERE*

Michael Haupt Cell: 920-362-5296 Email: mike@lakelandlawncare.com
Business Address: 1195 Flight Way Dr. De Pere, WI 54115
Billing Address: P.O. 5883 De Pere, WI 54115

M Sq Ft:	792	AREA: COMMON
Acres:	18.00	

				ANALYSIS					PER 1,000 SQ FT						
Week	Month	Stock #	Product	N	P	K	# of Units	Rate/ M	N	P	K	Unit Size	Unit Cost	Total Cost	Application Date & # bags
	MAY		25-0-4 10%AS 10%TC	25	0	4	63.00	3.98	0.99	0.00	0.16	50.00	$15.00	$ 945.00	
			APPLICATION FEE				18.00						$30.00	$ 540.00	
														$ -	
	SEPT		QP-3D HERBICIDE				3.60	1.45				2.50	$76.00	$ 273.60	
			APPLICATION FEE				18.00						$35.00	$ 630.00	
														$ -	
														$ -	
														$ -	
														$ -	
														$ -	
														$ -	
							103		0.99	0.00	0.16			$ 2,388.60	

Prepared By: Michael Haupt

A)
B)
C)
D)
E)
F)
G)
H)
I)
J)
K)
L)



Southwest Park

Map printed on 4/13/2020

1:3,600
1 inch = 300 feet*
1 inch = 0.0568 miles*
*original page size: 8.5"x11"
Appropriate format depends on zoomlevel

Parcel ownership key
- Parcel Boundary
- Condominium
- Gap or Overlap

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

"hooks" indicate parcel ownership crosses a line

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

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

Brown County Planning & Land Services

LAWN & GARDEN SOIL RESULTS

AgSource LABORATORIES

Submitted by **BN00775**
COUNTRY VISIONS COOPERATIVE
W2468 CTY RD E
CHILTON, WI 53014

Submitted for
Lakeland Lawn Care

Laboratory Sample #
BU60699

Date Received
9-Apr-2020

Date Reported
10-Apr-2020

Information Sheet #
748072

SUMMARY REPORT OF ANALYTICAL RESULTS

Sample Number	% Organic Matter	Nitrate N ppm	Phosphorus ppm	Potassium ppm	Magnesium ppm	Calcium ppm	Sulfur ppm	Zinc ppm	Manganese ppm	Copper ppm	Iron ppm	Boron ppm
Soccer	2.4	---	14	69	---	---	---	---	---	---	---	---
Average	2.4	---	14	69	---	---	---	---	---	---	---	---

SUMMARY OF ANALYTICAL RESULTS

CATION EXCHANGE CAPACITY

Sample Number	Soil pH	Buffer Index	Soluble Salts dS/m	Sodium ppm	Bulk Density	ACTUAL % OF TOTAL CEC % K	% Mg	% Ca	% Na	% H	Total CEC
Soccer	7.9	---	0.18	---	0.97	0.0	0.0	0.0	0.0	0.0	---
Average	7.9	---	0.18	---	0.97	0.0	0.0	0.0	0.0	0.0	---

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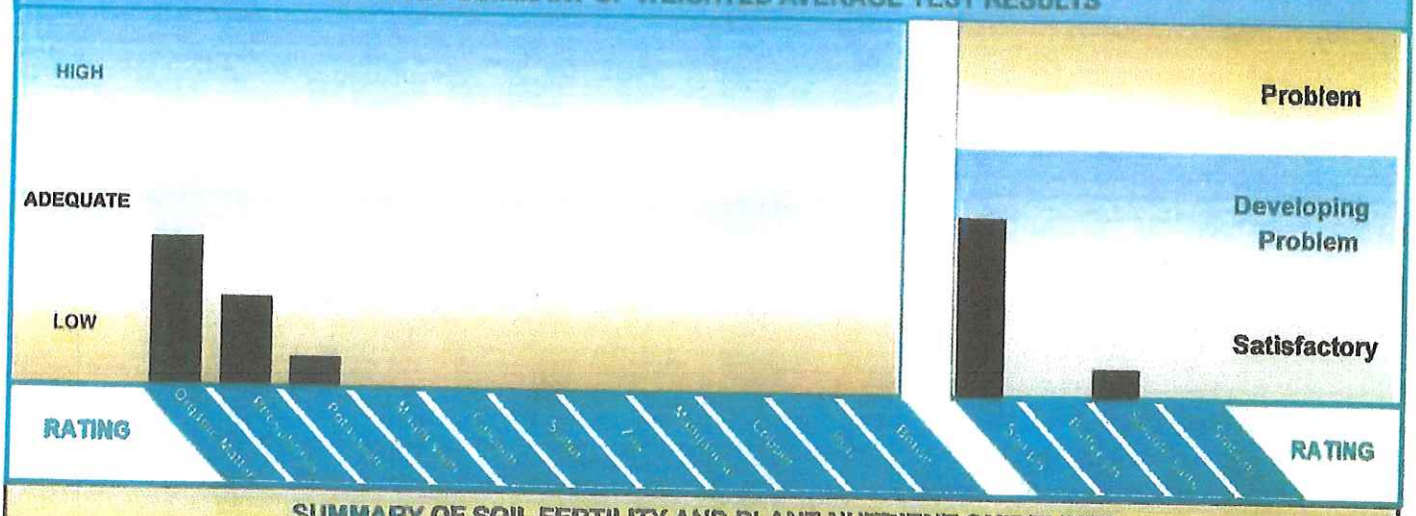
106 North Cecil Street, PO Box 7 • Bonduel, WI 54107 • P: 715.758.2178 • bonduel@agsource.com

LAWN & GARDEN SOIL RESULTS

Date Received: 9-Apr-2020
Date Reported: 10-Apr-2020
Information Sheet #: 748072

AgSource LABORATORIES

GRAPHIC SUMMARY OF WEIGHTED AVERAGE TEST RESULTS



SUMMARY OF SOIL FERTILITY AND PLANT NUTRIENT GUIDELINES

Sample Number	Crop Yield or Turf/Ornamental Code	Lime Lbs/1000ft2	PLANT FOOD NEED IN: Lbs/Acre N	P_2O_5	K_2O	Mg	S	Zn	Mn	Cu	Fe	B
Soccer	Lawn	0	120.0	35.0	105.0							
Average	Lawn	—	120.0	35.0	105.0	—	—	—	—	—	—	—

Helpful Hints

A "0" application rate means that no additional lime or fertilizer is necessary at this time, based on the soil test results.

1 LB/ACRE = 0.02 LBS/1000 FT^2

1 LB/ACRE = 0.002 LBS/100 FT^2

*Note: 1 LB of actual Nitrogen is equal to 2.17 LBS Urea (46-0-0), 6.66 LBS Ammonium Phosphate (18-46-0) or 4.76 LBS Ammonium Sulfate (21-0-0-24S)

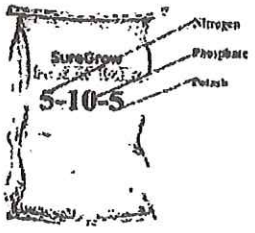
FERTILIZER LABELS & WHAT THEY MEAN

A fertilizer grade or analysis that appears on the bag is the percentages of nitrogen (N), phosphorus (P_2O_5) and potassium (K_2O) in the material. A 5-10-15 grade fertilizer contains 5 percent N, 10 percent P_2O_5 and 15 percent K_2O. A 50 pound bag of 5-10-15 fertilizer contains 2.5 pounds of N (50 x 0.05 = 2.5), 5 pounds of P_2O_5 (50 x 0.10 = 5), and 7.5 pounds of K_2O (50 x 0.15 = 7.5), for a total of 15 pounds of nutrients. The other 35 pounds of material in the bag is filler or carrier.

HOW MUCH PRODUCT TO USE

1. Convert the lbs/acre recommendation to lbs/1000 ft^2 for smaller areas.
2. Multiply the nutrient recommendation times the square footage of your garden, then divide by 1000.
3. Take the value you get from #2 and divide by the percent analysis of the nutrient in the fertilizer you plan to use.

Example:
GARDEN AREA = 500 FT^2
NITROGEN REC = 40 LBS/ACRE
CONVERT TO LBS/1000 FT^2 = 0.8 LBS/1000 FT^2
AMOUNT OF ACTUAL N NEEDED: 0.8 X 500 ÷ 1000 = 0.4 LBS
FERTILIZER YOU MIGHT USE = 21-0-0 (AMMONIUM SULFATE) = 21% NITROGEN



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LAWN & GARDEN SOIL RESULTS

AgSource LABORATORIES

Submitted by BN00775
COUNTRY VISIONS COOPERATIVE
W2468 CTY RD E
CHILTON, WI 53014

Submitted for
Lakeland Lawn Care

Laboratory Sample #
BU60700

Date Received
9-Apr-2020

Date Reported
10-Apr-2020

Information Sheet #
748073

SUMMARY REPORT OF ANALYTICAL RESULTS

Sample Number	% Organic Matter	Nitrate N ppm	Phosphorus ppm	Potassium ppm	Magnesium ppm	Calcium ppm	Sulfur ppm	Zinc ppm	Manganese ppm	Copper ppm	Iron ppm	Boron ppm
Baseball 1	2.0	---	11	65	---	---	---	---	---	---	---	---
Average	2.0	---	11	65	---	---	---	---	---	---	---	---

SUMMARY OF ANALYTICAL RESULTS

Sample Number	Soil pH	Buffer Index	Soluble Salts dS/m	Sodium ppm	Bulk Density
Baseball 1	7.8	---	0.15	---	0.99
Average	7.8	---	0.15	---	0.99

CATION EXCHANGE CAPACITY

Sample Number	ACTUAL % OF TOTAL CEC					
	% K	% Mg	% Ca	% Na	% H	Total CEC
Baseball 1	0.0	0.0	0.0	0.0	0.0	---
Average	0.0	0.0	0.0	0.0	0.0	---

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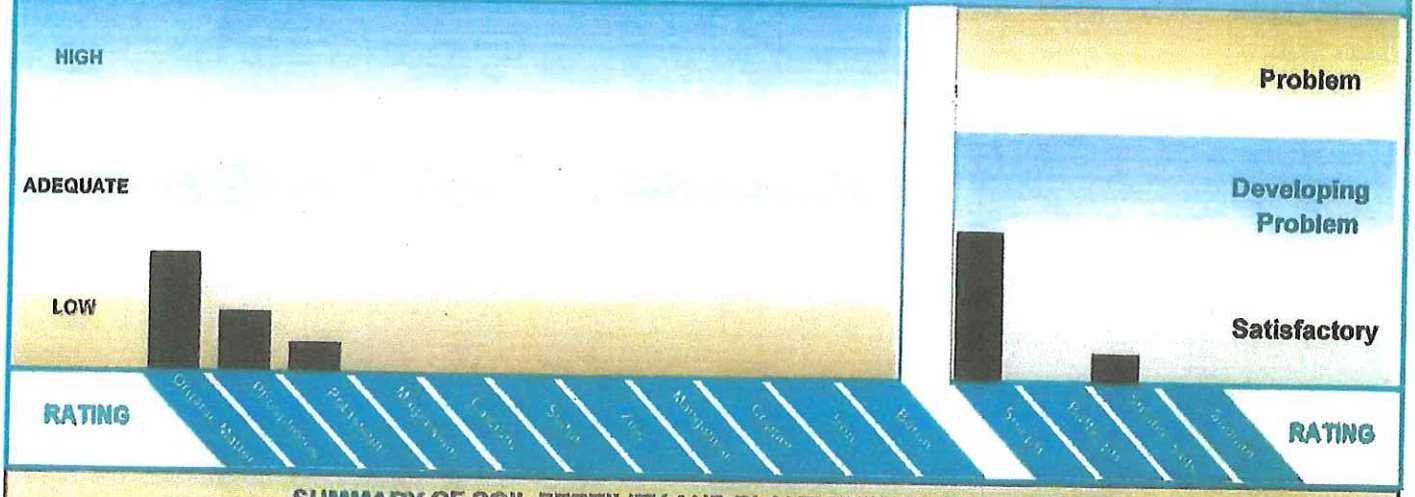
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LAWN & GARDEN SOIL RESULTS

Date Received: 9-Apr-2020
Date Reported: 10-Apr-2020
Information Sheet #: 748073

AgSource LABORATORIES

GRAPHIC SUMMARY OF WEIGHTED AVERAGE TEST RESULTS



SUMMARY OF SOIL FERTILITY AND PLANT NUTRIENT GUIDELINES

Sample Number	Crop Yield or Turf/Ornamental Code	Lime Lbs/1000ft2	PLANT FOOD NEED IN: Lbs/Acre N	P_2O_5	K_2O	Mg	S	Zn	Mn	Cu	Fe	B
Baseball 1	Lawn	0	140.0	45.0	105.0							
Average	Lawn	—	140.0	45.0	105.0	—	—	—	—	—	—	—

Helpful Hints

A "0" application rate means that no additional lime or fertilizer is necessary at this time, based on the soil test results.

1 LB/ACRE = 0.02 LBS/1000 FT^2
1 LB/ACRE = 0.002 LBS/100 FT^2

*Note: 1 LB of actual Nitrogen is equal to 2.17 LBS Urea (46-0-0), 5.55 LBS Ammonium Phosphate (18-46-0) or 4.76 LBS Ammonium Sulfate (21-0-0-24S)

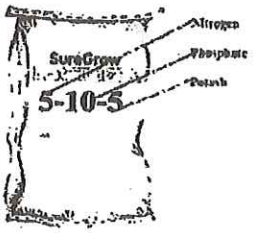
FERTILIZER LABELS & WHAT THEY MEAN

A fertilizer grade or analysis that appears on the bag is the percentages of nitrogen (N), phosphorus (P_2O_5) and potassium (K_2O) in the material. A 6-10-15 grade fertilizer contains 6 percent N, 10 percent P_2O_5 and 15 percent K_2O. A 50 pound bag of 6-10-15 fertilizer contains 2.5 pounds of N (50 x 0.06 = 2.5), 5 pounds of P_2O_5 (50 x 0.10 = 5), and 7.5 pounds of K_2O (50 x 0.15 = 7.5), for a total of 15 pounds of nutrients. The other 35 pounds of material in the bag is filler or carrier.

HOW MUCH PRODUCT TO USE

1. Convert the lbs/acre recommendation to lbs/1000 ft^2 for smaller areas.
2. Multiply the nutrient recommendation times the square footage of your garden, then divide by 1000.
3. Take the value you get from #2 and divide by the percent analysis of the nutrient in the fertilizer you plan to use.

Example:
GARDEN AREA = 500 FT^2
NITROGEN REC = 40 LBS/ACRE
CONVERT TO LBS/1000 FT^2 = 0.8 LBS/1000 FT^2
AMOUNT OF ACTUAL N NEEDED: 0.8 X 500 ÷ 1000 = 0.4 LBS
FERTILIZER YOU MIGHT USE = 21-0-0 (AMMONIUM SULFATE) = 21% NITROGEN



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LAWN & GARDEN SOIL RESULTS

AgSource LABORATORIES

Submitted by BN00775
COUNTRY VISIONS COOPERATIVE
W2468 CTY RD E
CHILTON, WI 53014

Submitted for
Lakeland Lawn Care

Laboratory Sample #
BU60701

Date Received
9-Apr-2020

Date Reported
10-Apr-2020

Information Sheet #
748074

SUMMARY REPORT OF ANALYTICAL RESULTS

Sample Number	% Organic Matter	Nitrate N ppm	Phosphorus ppm	Potassium ppm	Magnesium ppm	Calcium ppm	Sulfur ppm	Zinc ppm	Manganese ppm	Copper ppm	Iron ppm	Boron ppm
Baseball 2	3.9	—	50	154	—	—	—	—	—	—	—	—
Average	3.9	—	50	154	—	—	—	—	—	—	—	—

SUMMARY OF ANALYTICAL RESULTS

Sample Number	Soil pH	Buffer Index	Soluble Salts dS/m	Sodium ppm	Bulk Density
Baseball 2	7.7	—	0.18	—	0.86
Average	7.7	—	0.18	—	0.86

CATION EXCHANGE CAPACITY

Sample Number	ACTUAL % OF TOTAL CEC					
	% K	% Mg	% Ca	% Na	% H	Total CEC
Baseball 2	0.0	0.0	0.0	0.0	0.0	—
Average	0.0	0.0	0.0	0.0	0.0	—

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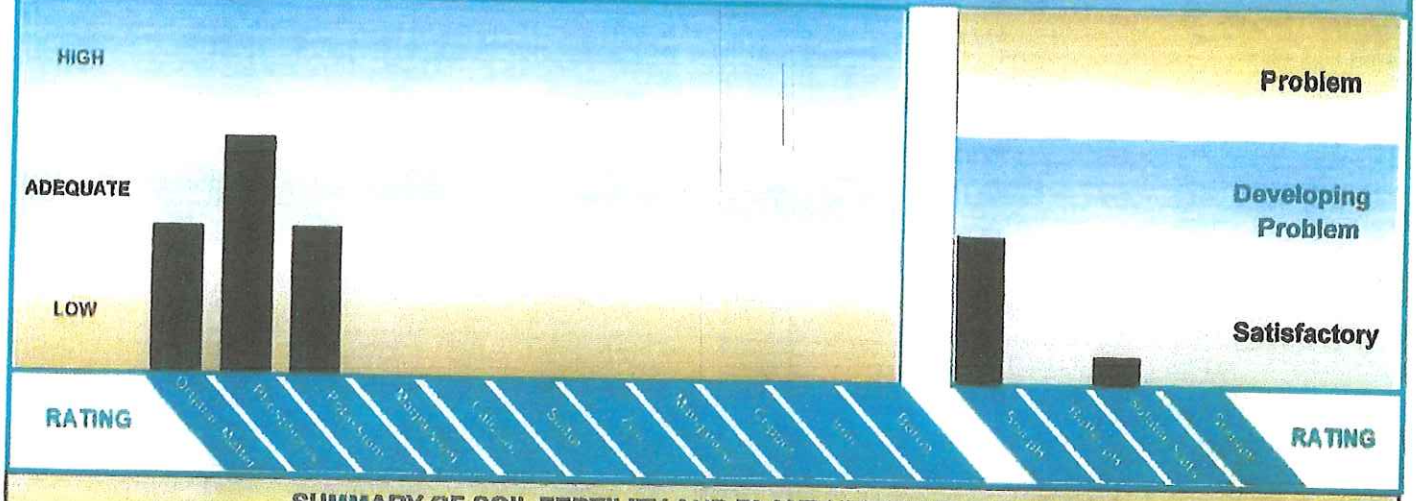
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LAWN & GARDEN SOIL RESULTS

Date Received: 9-Apr-2020
Date Reported: 10-Apr-2020
Information Sheet #: 748074

AgSource LABORATORIES

GRAPHIC SUMMARY OF WEIGHTED AVERAGE TEST RESULTS



SUMMARY OF SOIL FERTILITY AND PLANT NUTRIENT GUIDELINES

Sample Number	Crop Yield or Turf/Ornamental Code	Lime Lbs/1000ft2	PLANT FOOD NEED IN: Lbs/Acre N	P_2O_5	K_2O	Mg	S	Zn	Mn	Cu	Fe	B
Baseball 2	Lawn	0	120.0	0	30.0							
Average	Lawn	—	120.0	—	30.0	—	—	—	—	—	—	—

Helpful Hints

A "0" application rate means that no additional lime or fertilizer is necessary at this time, based on the soil test results.

1 LB/ACRE = 0.02 LBS/1000 FT^2

1 LB/ACRE = 0.002 LBS/100 FT^2

*Note: 1 LB of actual Nitrogen is equal to 2.17 LBS Urea (46-0-0), 6.65 LBS Ammonium Phosphate (16-46-0) or 4.76 LBS Ammonium Sulfate (21-0-0-24S)

FERTILIZER LABELS & WHAT THEY MEAN

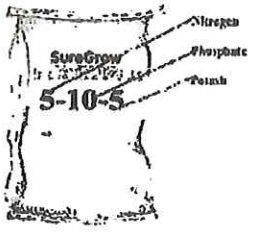
A fertilizer grade or analysis that appears on the bag is the percentages of nitrogen (N), phosphorus (P_2O_5) and potassium (K_2O) in the material. A 5-10-15 grade fertilizer contains 5 percent N, 10 percent P_2O_5 and 15 percent K_2O. A 50 pound bag of 5-10-15 fertilizer contains 2.5 pounds of N (50 x 0.05 = 2.5), 5 pounds of P_2O_5 (50 x 0.10 = 5), and 7.5 pounds of K_2O (50 x 0.15 = 7.6), for a total of 15 pounds of nutrients. The other 35 pounds of material in the bag is filler or carrier.

HOW MUCH PRODUCT TO USE

1. Convert the lbs/acre recommendation to lbs/1000 ft^2 for smaller areas.
2. Multiply the nutrient recommendation times the square footage of your garden, then divide by 1000.
3. Take the value you get from #2 and divide by the percent analysis of the nutrient in the fertilizer you plan to use.

Example:

GARDEN AREA =	500 FT^2
NITROGEN REC =	40 LBS/ACRE
CONVERT TO LBS/1000 FT^2 =	0.8 LBS/1000 FT^2
AMOUNT OF ACTUAL N NEEDED:	0.8 X 500 ÷ 1000 = 0.4 LBS
FERTILIZER YOU MIGHT USE =	21-0-0 (AMMONIUM SULFATE) = 21% NITROGEN



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LAWN & GARDEN SOIL RESULTS

AgSource LABORATORIES

Submitted by **BN00775**
COUNTRY VISIONS COOPERATIVE
W2468 CTY RD E
CHILTON, WI 53014

Submitted for
Lakeland Lawn Care

Laboratory Sample #
BU60703

Date Received
9-Apr-2020

Date Reported
10-Apr-2020

Information Sheet #
748076

SUMMARY REPORT OF ANALYTICAL RESULTS

Sample Number	% Organic Matter	Nitrate N ppm	Phosphorus ppm	Potassium ppm	Magnesium ppm	Calcium ppm	Sulfur ppm	Zinc ppm	Manganese ppm	Copper ppm	Iron ppm	Boron ppm
General	2.5	---	22	90	---	---	---	---	---	---	---	---
Average	2.5	---	22	90	---	---	---	---	---	---	---	---

SUMMARY OF ANALYTICAL RESULTS

CATION EXCHANGE CAPACITY

Sample Number	Soil pH	Buffer Index	Soluble Salts dS/m	Sodium ppm	Bulk Density	ACTUAL % OF TOTAL CEC % K	% Mg	% Ca	% Na	% H	Total CEC
General	6.8	---	0.08	---	0.93	0.0	0.0	0.0	0.0	0.0	---
Average	6.8	---	0.08	---	0.93	0.0	0.0	0.0	0.0	0.0	---

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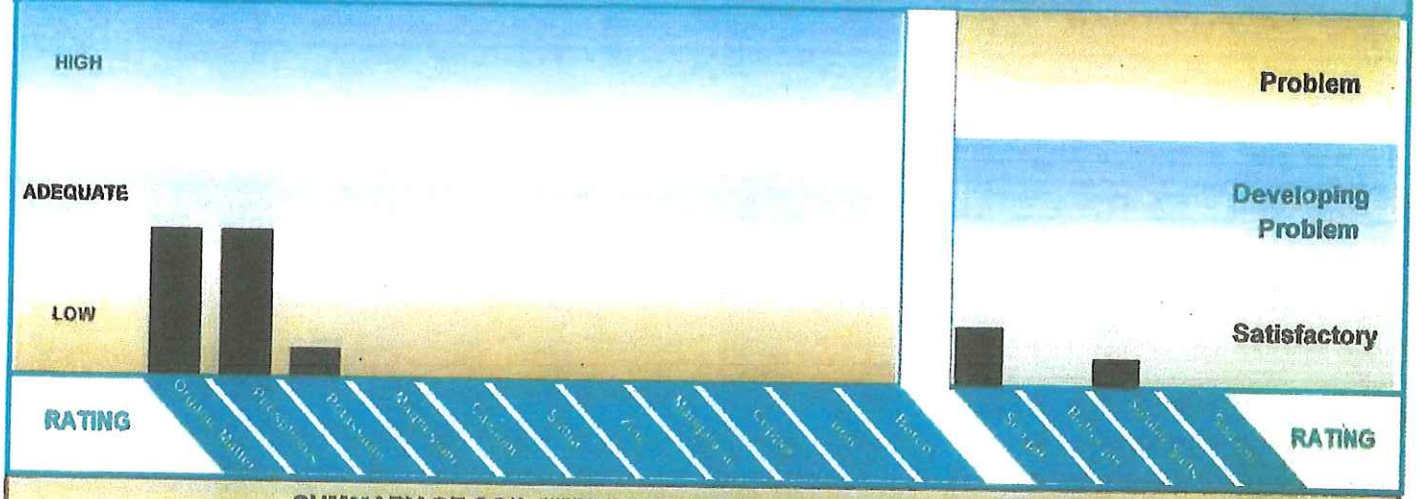
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LAWN & GARDEN SOIL RESULTS

Date Received: 9-Apr-2020
Date Reported: 10-Apr-2020
Information Sheet #: 748076

AgSource LABORATORIES

GRAPHIC SUMMARY OF WEIGHTED AVERAGE TEST RESULTS



SUMMARY OF SOIL FERTILITY AND PLANT NUTRIENT GUIDELINES

Sample Number	Crop Yield or Turf/Ornamental Code	Lime Lbs/1000ft2	PLANT FOOD NEED IN: Lbs/Acre N	P_2O_5	K_2O	Mg	S	Zn	Mn	Cu	Fe	B
General	Lawn	0	120.0	0	90.0							
Average	Lawn	—	120.0	—	90.0	—	—	—	—	—	—	—

Helpful Hints

A "0" application rate means that no additional lime or fertilizer is necessary at this time, based on the soil test results.

1 LB/ACRE = 0.02 LBS/1000 FT^2

1 LB/ACRE = 0.002 LBS/100 FT^2

*Note: 1 LB of actual Nitrogen is equal to 2.17 LBS Urea (46-0-0), 6.65 LBS Ammonium Phosphate (18-46-0) or 4.76 LBS Ammonium Sulfate (21-0-0-24S)

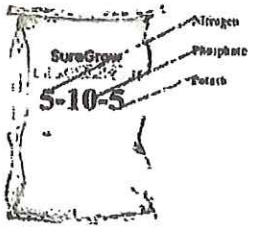
FERTILIZER LABELS & WHAT THEY MEAN

A fertilizer grade or analysis that appears on the bag is the percentages of nitrogen (N), phosphorus (P_2O_5) and potassium (K_2O) in the material. A 5-10-15 grade fertilizer contains 5 percent N, 10 percent P_2O_5 and 15 percent K_2O. A 50 pound bag of 5-10-15 fertilizer contains 2.5 pounds of N (50 x 0.05 = 2.5), 5 pounds of P_2O_5 (50 x 0.10 = 5), and 7.5 pounds of K_2O (50 x 0.15 = 7.5), for a total of 15 pounds of nutrients. The other 35 pounds of material in the bag is filler or carrier.

HOW MUCH PRODUCT TO USE

1. Convert the lbs/acre recommendation to lbs/1000 ft2 for smaller areas.
2. Multiply the nutrient recommendation times the square footage of your garden, then divide by 1000.
3. Take the value you get from #2 and divide by the percent analysis of the nutrient in the fertilizer you plan to use.

Example:
GARDEN AREA = 500 FT^2
NITROGEN REC = 40 LBS/ACRE
CONVERT TO LBS/1000 FT^2 = 0.8 LBS/1000 FT^2
AMOUNT OF ACTUAL N NEEDED: 0.8 X 500 ÷ 1000 = 0.4 LBS
FERTILIZER YOU MIGHT USE = 21-0-0 (AMMONIUM SULFATE) = 21% NITROGEN



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Steve Reil
920-532-9168 ext 21
Cell 920-360-0959

LAWN & GARDEN SOIL RESULTS

AgSource LABORATORIES

Submitted by BN00775
COUNTRY VISIONS COOPERATIVE
W2468 CTY RD E
CHILTON, WI 53014

Submitted for
Lakeland Lawn Care

Laboratory Sample #
BU60702

Date Received
9-Apr-2020

Date Reported
10-Apr-2020

Information Sheet #
748075

SUMMARY REPORT OF ANALYTICAL RESULTS

Sample Number	% Organic Matter	Nitrate N ppm	Phosphorus ppm	Potassium ppm	Magnesium ppm	Calcium ppm	Sulfur ppm	Zinc ppm	Manganese ppm	Copper ppm	Iron ppm	Boron ppm
Practice	3.4	—	86	137	—	—	—	—	—	—	—	—
Average	3.4	—	86	137	—	—	—	—	—	—	—	—

SUMMARY OF ANALYTICAL RESULTS

CATION EXCHANGE CAPACITY

Sample Number	Soil pH	Buffer Index	Soluble Salts dS/m	Sodium ppm	Bulk Density	ACTUAL % OF TOTAL CEC % K	% Mg	% Ca	% Na	% H	Total CEC
Practice	7.5	—	0.17	—	0.95	0.0	0.0	0.0	0.0	0.0	—
Average	7.5	—	0.17	—	0.95	0.0	0.0	0.0	0.0	0.0	—

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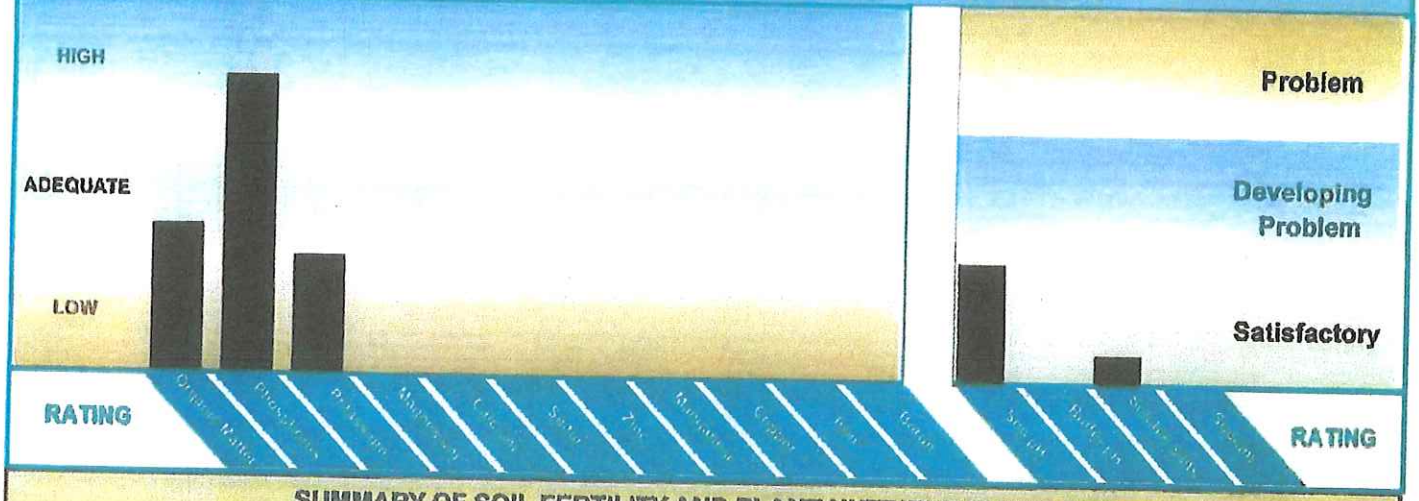
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LAWN & GARDEN SOIL RESULTS

Date Received: 9-Apr-2020
Date Reported: 10-Apr-2020
Information Sheet #: 748075

AgSource LABORATORIES

GRAPHIC SUMMARY OF WEIGHTED AVERAGE TEST RESULTS



SUMMARY OF SOIL FERTILITY AND PLANT NUTRIENT GUIDELINES

Sample Number	Crop Yield or Turf/Ornamental Code	Lime Lbs/1000ft2	PLANT FOOD NEED IN: Lbs/Acre N	P_2O_5	K_2O	Mg	S	Zn	Mn	Cu	Fe	B
Practice	Lawn	0	120.0	0	45.0							
Average	Lawn	—	120.0	—	45.0	—	—	—	—	—	—	—

Helpful Hints

A "0" application rate means that no additional lime or fertilizer is necessary at this time, based on the soil test results.

1 LB/ACRE = 0.02 LBS/1000 FT^2

1 LB/ACRE = 0.002 LBS/100 FT^2

*Note: 1 LB of actual Nitrogen is equal to 2.17 LBS Urea (46-0-0), 6.65 LBS Ammonium Phosphate (18-46-0) or 4.76 LBS Ammonium Sulfate (21-0-0-24S)

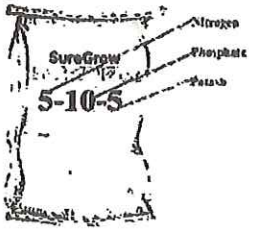
FERTILIZER LABELS & WHAT THEY MEAN

A fertilizer grade or analysis that appears on the bag is the percentages of nitrogen (N), phosphorus (P_2O_5) and potassium (K_2O) in the material. A 5-10-15 grade fertilizer contains 5 percent N, 10 percent P_2O_5 and 15 percent K_2O. A 50 pound bag of 5-10-15 fertilizer contains 2.5 pounds of N (50 x 0.05 = 2.5), 5 pounds of P_2O_5 (50 x 0.10 = 5), and 7.5 pounds of K_2O (50 x 0.15 = 7.5), for a total of 15 pounds of nutrients. The other 35 pounds of material in the bag is filler or carrier.

HOW MUCH PRODUCT TO USE

1. Convert the lbs/acre recommendation to lbs/1000 ft2 for smaller areas.
2. Multiply the nutrient recommendation times the square footage of your garden, then divide by 1000.
3. Take the value you get from #2 and divide by the percent analysis of the nutrient in the fertilizer you plan to use.

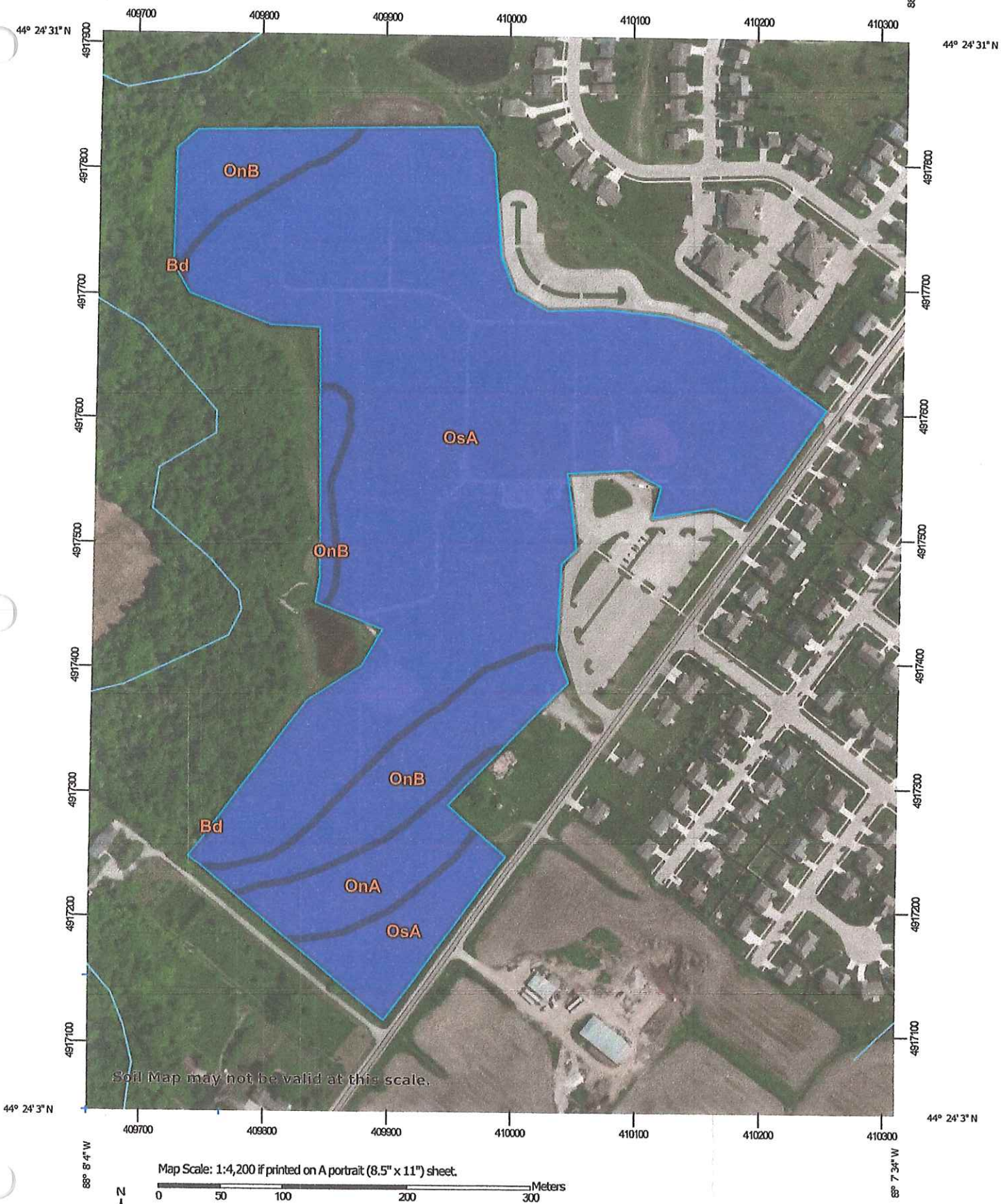
Example:
GARDEN AREA = 500 FT^2
NITROGEN REC = 40 LBS/ACRE
CONVERT TO LBS/1000 FT = 0.8 LBS/1000 FT^2
AMOUNT OF ACTUAL N NEEDED: 0.8 X 500 ÷ 1000 = 0.4 LBS
FERTILIZER YOU MIGHT USE = 21-0-0 (AMMONIUM SULFATE) = 21% NITROGEN



DISCLAIMER: Data and information in this report are intended solely for the individual(s) for whom samples were submitted. Reproduction of this report must be in its entirety. Levels listed are guidelines only. Data was reported based on standard laboratory procedures and deviations.

106 North Cecil Street, PO Box 7 • Bonduel, WI 54107 • P: 715.758.2178 • bonduel@agsource.com

Depth to Water Table—Brown County, Wisconsin
(Depth to Water Table)



Map Scale: 1:4,200 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 50 100 200 300

Feet: 0 200 400 800 1200

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- 0 - 25
- 25 - 50
- 50 - 100
- 100 - 150
- 150 - 200
- > 200
- Not rated or not available

Soil Rating Lines
- 0 - 25
- 25 - 50
- 50 - 100
- 100 - 150
- 150 - 200
- > 200
- Not rated or not available

Soil Rating Points
- 0 - 25
- 25 - 50
- 50 - 100
- 100 - 150
- 150 - 200
- > 200
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Brown County, Wisconsin
Survey Area Data: Version 14, Sep 10, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 6, 2019—Jun 7, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Depth to Water Table

Map unit symbol	Map unit name	Rating (centimeters)	Acres in AOI	Percent of AOI
Bd	Bellevue silty clay loam, mottled subsoil variant	0	0.0	0.0%
OnA	Oshkosh silt loam, 0 to 2 percent slopes	>200	2.4	5.8%
OnB	Oshkosh silt loam, 2 to 6 percent slopes	>200	6.1	15.0%
OsA	Oshkosh silty clay loam, 0 to 2 percent slopes	>200	32.3	79.2%
Totals for Area of Interest			**40.8**	**100.0%**

Description

"Water table" refers to a saturated zone in the soil. It occurs during specified months. Estimates of the upper limit are based mainly on observations of the water table at selected sites and on evidence of a saturated zone, namely grayish colors (redoximorphic features) in the soil. A saturated zone that lasts for less than a month is not considered a water table.

This attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

Rating Options

Units of Measure: centimeters

Aggregation Method: Dominant Component

Component Percent Cutoff: None Specified

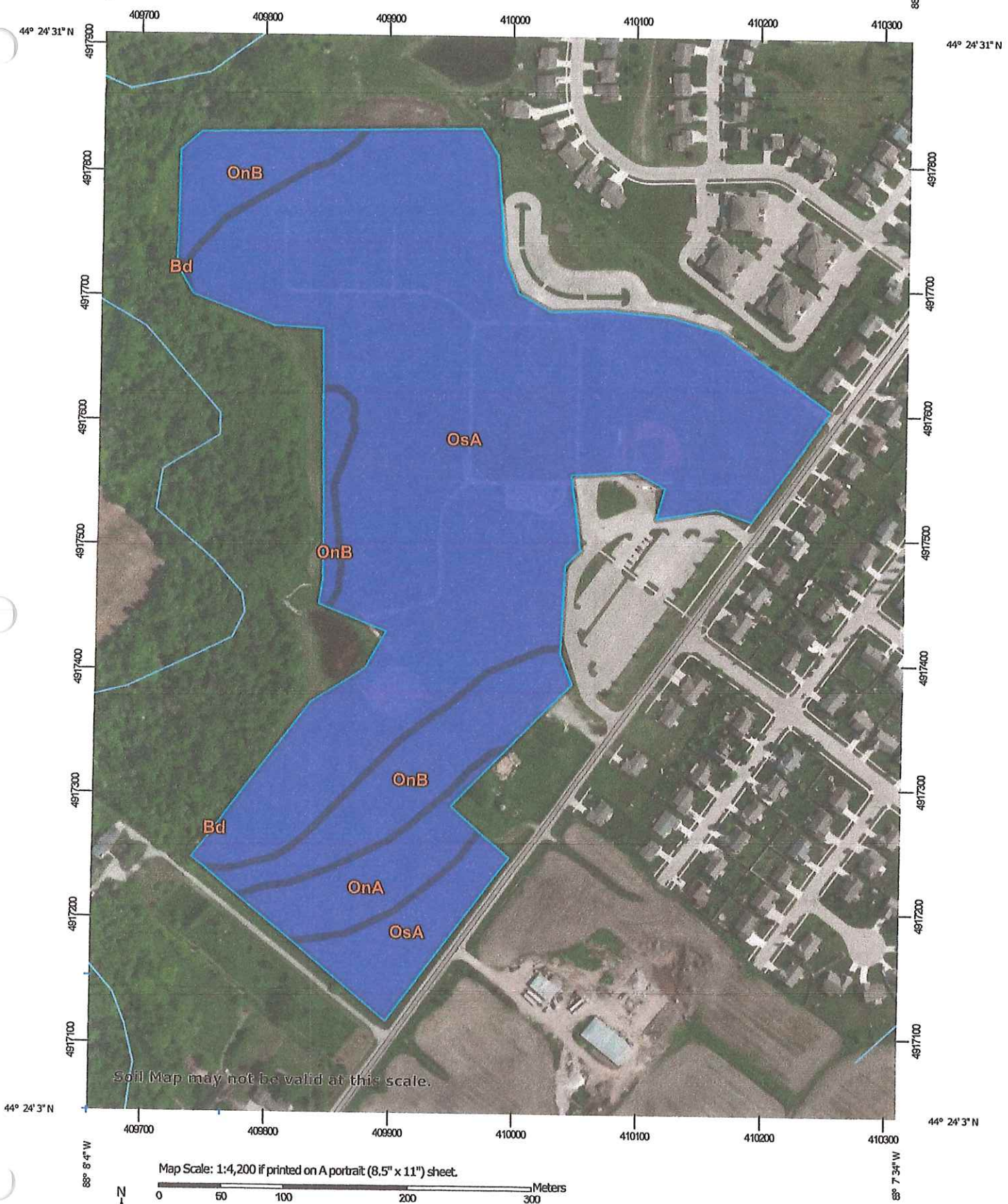
Tie-break Rule: Lower

Interpret Nulls as Zero: No

Beginning Month: January

Ending Month: December

Depth to a Selected Soil Restrictive Layer: Densic material—Brown County, Wisconsin
(Depth to a Selected Soil Restrictive Layer)



Map Scale: 1:4,200 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 50 100 200 300

Feet: 0 200 400 800 1200

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

Depth to a Selected Soil Restrictive Lay[illegible]Densic material—Brown County, Wisconsin
(Depth to a Selected Soil Restrictive Layer)

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- 0 - 25
- 25 - 50
- 50 - 100
- 100 - 150
- 150 - 200
- > 200
- Not rated or not available

Soil Rating Lines
- 0 - 25
- 25 - 50
- 50 - 100
- 100 - 150
- 150 - 200
- > 200
- Not rated or not available

Soil Rating Points
- 0 - 25
- 25 - 50
- 50 - 100
- 100 - 150
- 150 - 200
- > 200
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

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Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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Soil Survey Area: Brown County, Wisconsin
Survey Area Data: Version 14, Sep 10, 2019

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Date(s) aerial images were photographed: Jun 6, 2019—Jun 7, 2019

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Depth to a Selected Soil Restrictive Layer: Densic material

Map unit symbol	Map unit name	Rating (centimeters)	Acres in AOI	Percent of AOI
Bd	Bellevue silty clay loam, mottled subsoil variant	>200	0.0	0.0%
OnA	Oshkosh silt loam, 0 to 2 percent slopes	>200	2.4	5.8%
OnB	Oshkosh silt loam, 2 to 6 percent slopes	>200	6.1	15.0%
OsA	Oshkosh silty clay loam, 0 to 2 percent slopes	>200	32.3	79.2%
Totals for Area of Interest			**40.8**	**100.0%**

Description

A "restrictive layer" is a nearly continuous layer that has one or more physical, chemical, or thermal properties that significantly impede the movement of water and air through the soil or that restrict roots or otherwise provide an unfavorable root environment. Examples are bedrock, cemented layers, dense layers, and frozen layers.

This theme presents the depth to the user selected type of restrictive layer as described in for each map unit. If no restrictive layer is described in a map unit, it is represented by the "> 200" depth class.

This attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

Rating Options

Units of Measure: centimeters

Restriction Kind: Densic material

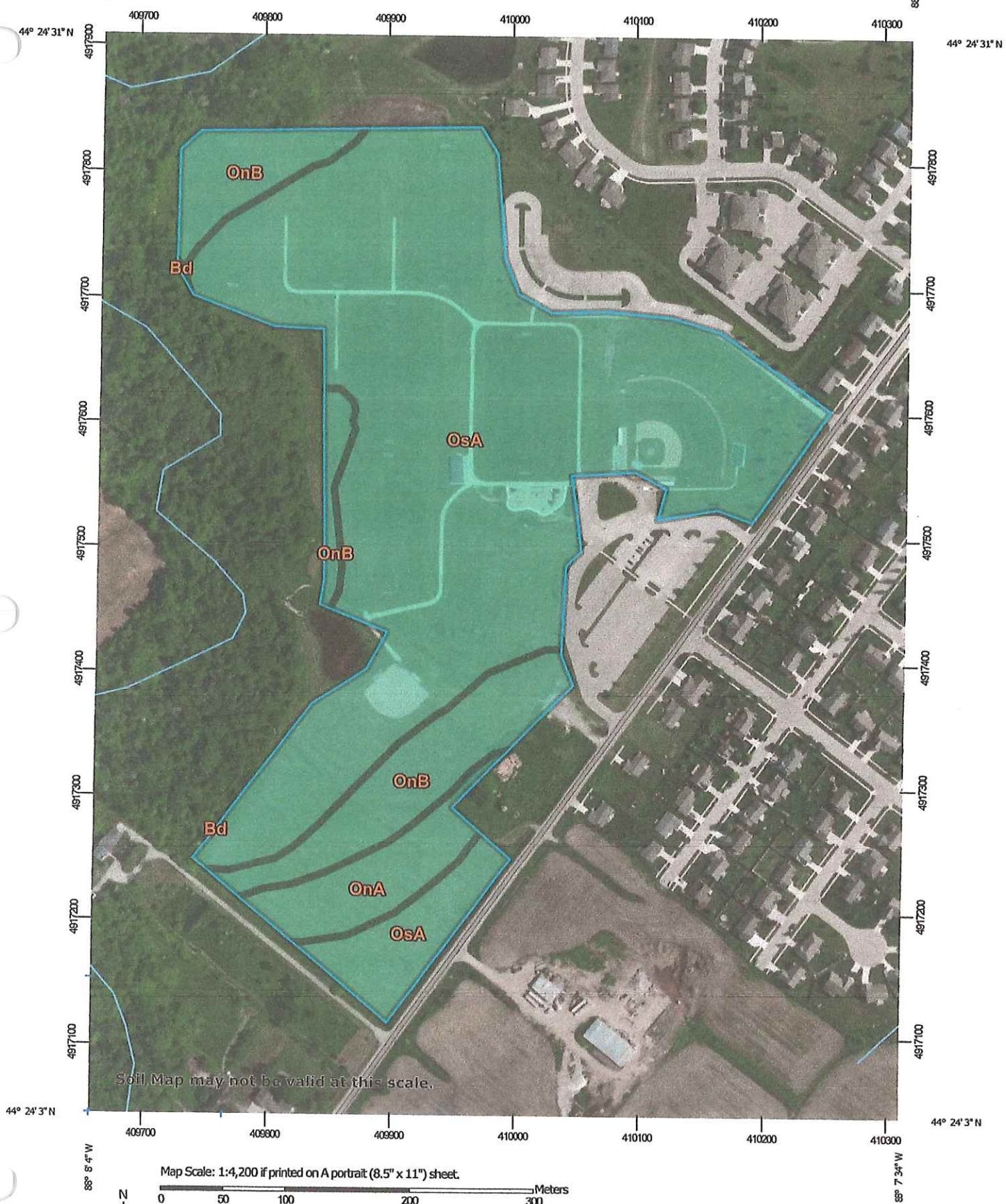
Aggregation Method: Dominant Component

Component Percent Cutoff: None Specified

Tie-break Rule: Lower

Interpret Nulls as Zero: No

Hydrologic Soil Group—Brown County, Wisconsin
(Hydrologic Soil Group)



Map Scale: 1:4,200 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 50 100 200 300

Feet: 0 200 400 800 1200

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Lines
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Points
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

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Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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Soil Survey Area: Brown County, Wisconsin
Survey Area Data: Version 14, Sep 10, 2019

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Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
Bd	Bellevue silty clay loam, mottled subsoil variant	C/D	0.0	0.0%
OnA	Oshkosh silt loam, 0 to 2 percent slopes	C	2.4	5.8%
OnB	Oshkosh silt loam, 2 to 6 percent slopes	C	6.1	15.0%
OsA	Oshkosh silty clay loam, 0 to 2 percent slopes	C	32.3	79.2%
Totals for Area of Interest			**40.8**	**100.0%**

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

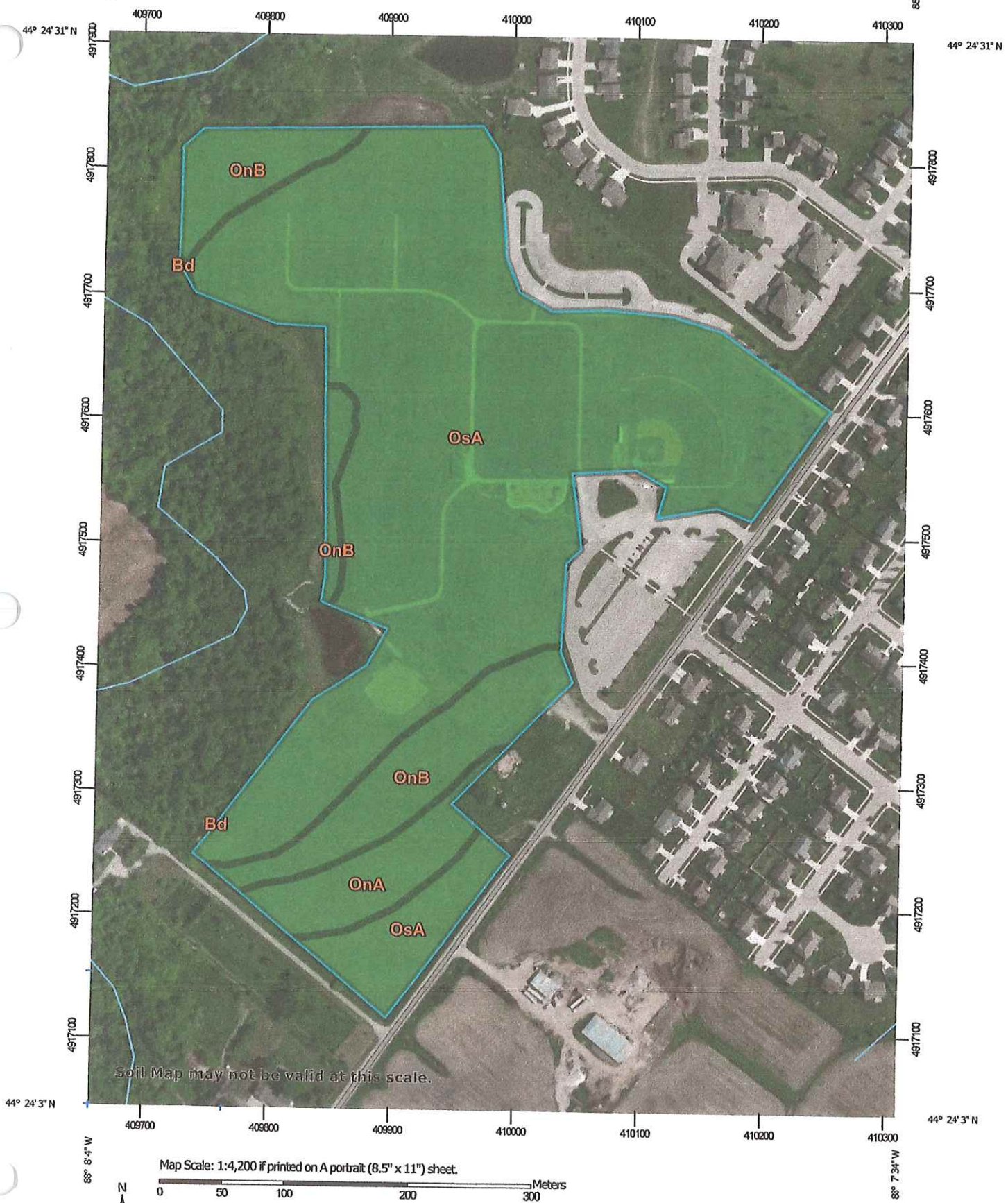
Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Representative Slope—Brown County, Wisconsin
(Representative Slope)



Map Scale: 1:4,200 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 50 100 200 300

Feet: 0 200 400 800 1200

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- 0 - 5
- 5 - 15
- 15 - 45
- 45 - 60
- 60 - 100
- Not rated or not available

Soil Rating Lines
- 0 - 5
- 5 - 15
- 15 - 45
- 45 - 60
- 60 - 100
- Not rated or not available

Soil Rating Points
- 0 - 5
- 5 - 15
- 15 - 45
- 45 - 60
- 60 - 100
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

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Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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Soil Survey Area: Brown County, Wisconsin
Survey Area Data: Version 14, Sep 10, 2019

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Date(s) aerial images were photographed: Jun 6, 2019—Jun 7, 2019

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Representative Slope

Map unit symbol	Map unit name	Rating (percent)	Acres in AOI	Percent of AOI
Bd	Bellevue silty clay loam, mottled subsoil variant	1.0	0.0	0.0%
OnA	Oshkosh silt loam, 0 to 2 percent slopes	1.0	2.4	5.8%
OnB	Oshkosh silt loam, 2 to 6 percent slopes	4.0	6.1	15.0%
OsA	Oshkosh silty clay loam, 0 to 2 percent slopes	1.0	32.3	79.2%
Totals for Area of Interest			**40.8**	**100.0%**

Description

Slope gradient is the difference in elevation between two points, expressed as a percentage of the distance between those points.

The slope gradient is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

Rating Options

Units of Measure: percent

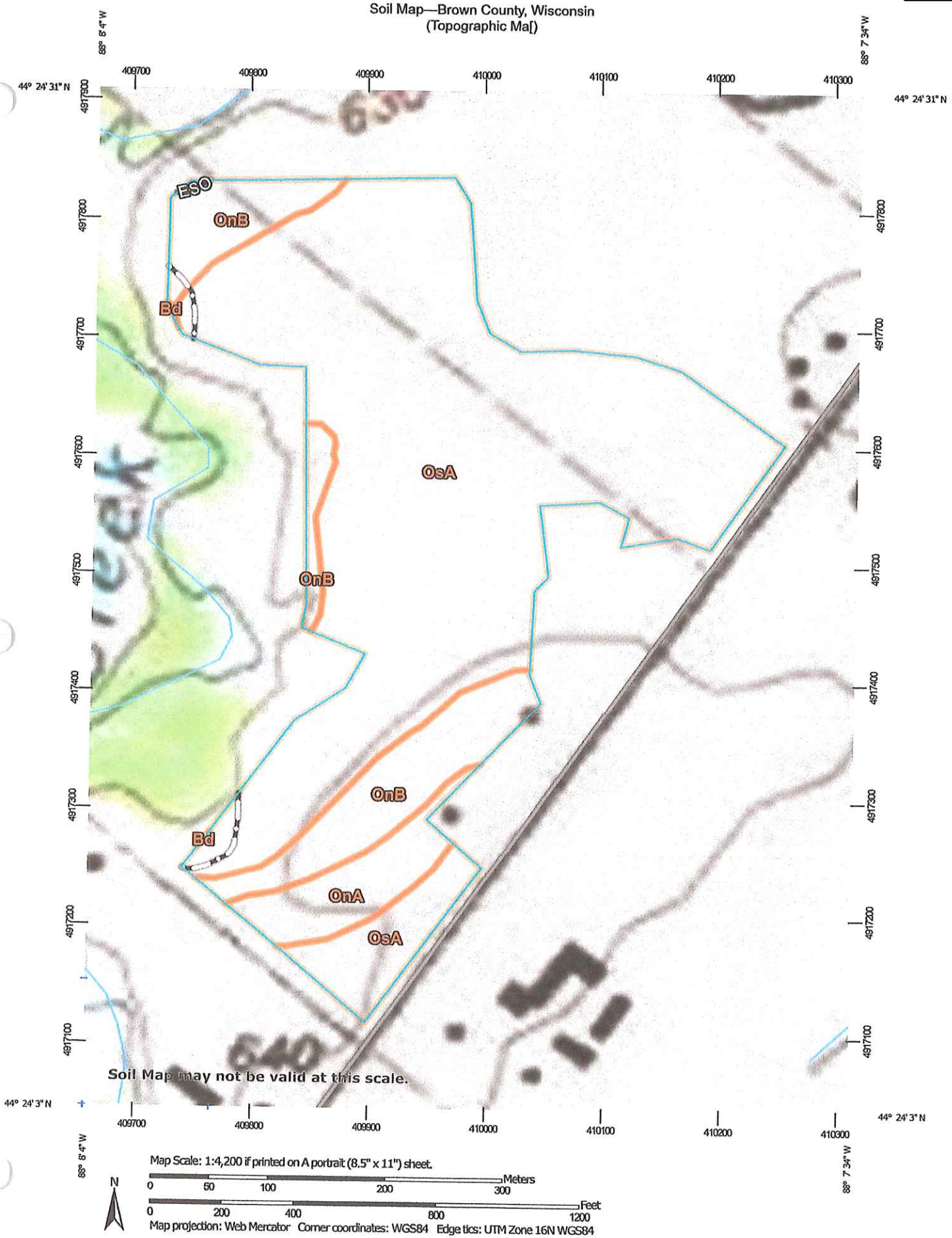
Aggregation Method: Dominant Component

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Interpret Nulls as Zero: No

Soil Map—Brown County, Wisconsin
(Topographic Ma[)



Map Scale: 1:4,200 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 50 100 200 300

Feet: 0 200 400 800 1200

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

USDA Natural Resources Conservation Service

Web Soil Survey
National Cooperative Soil Survey

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Topographic Map
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

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Source of Map: Natural Resources Conservation Service
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Coordinate System: Web Mercator (EPSG:3857)

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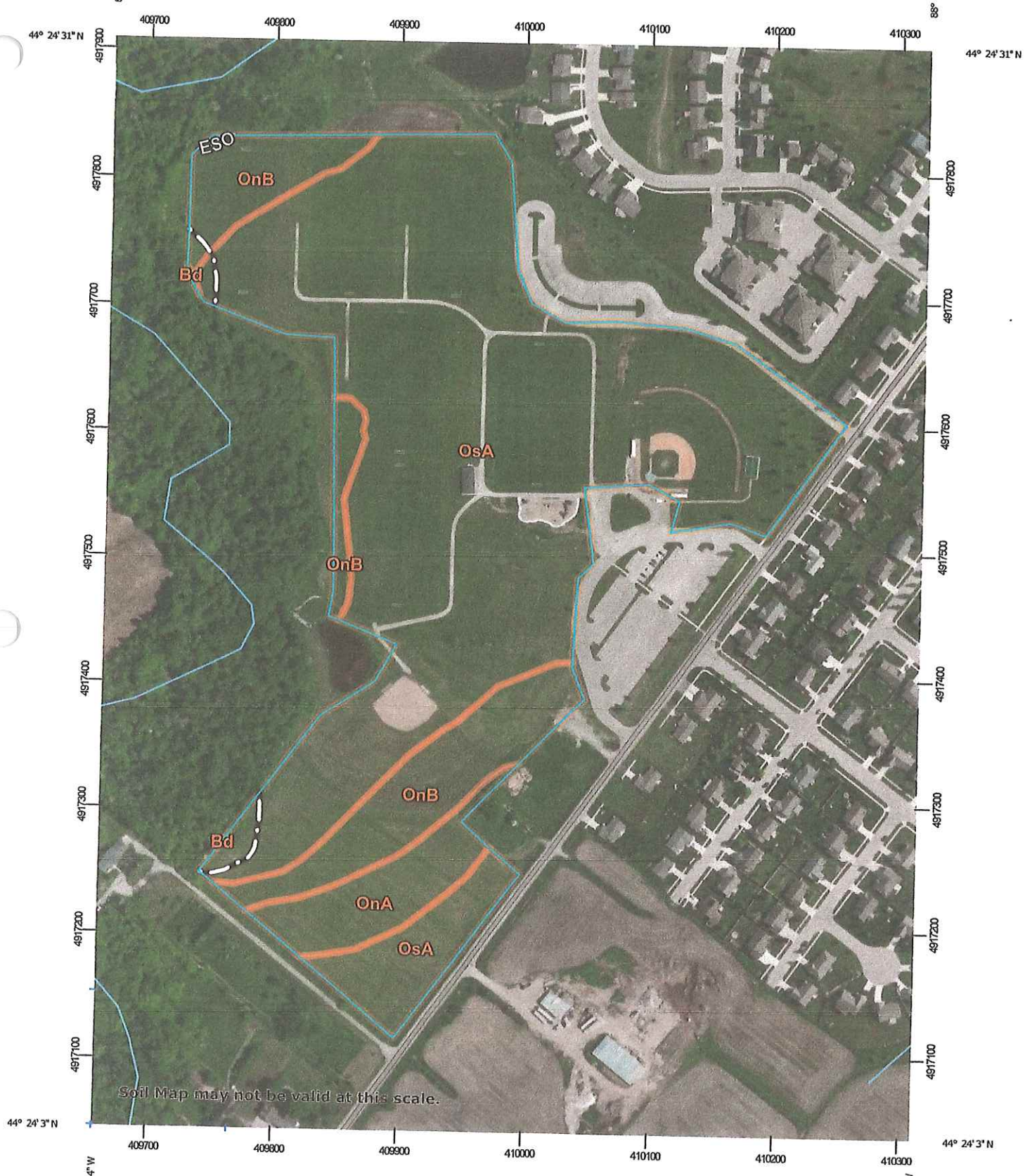
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Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Bd	Bellevue silty clay loam, mottled subsoil variant	0.0	0.0%
OnA	Oshkosh silt loam, 0 to 2 percent slopes	2.4	5.8%
OnB	Oshkosh silt loam, 2 to 6 percent slopes	6.1	15.0%
OsA	Oshkosh silty clay loam, 0 to 2 percent slopes	32.3	79.2%
Totals for Area of Interest		**40.8**	**100.0%**

Soil Map—Brown County, Wisconsin
(Southwest Park De Pere)



Map Scale: 1:4,200 if printed on A portrait (8.5" x 11") sheet.

N

0 50 100 200 300 Meters

0 200 400 800 1200 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

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Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Bd	Bellevue silty clay loam, mottled subsoil variant	0.0	0.0%
OnA	Oshkosh silt loam, 0 to 2 percent slopes	2.4	5.8%
OnB	Oshkosh silt loam, 2 to 6 percent slopes	6.1	15.0%
OsA	Oshkosh silty clay loam, 0 to 2 percent slopes	32.3	79.2%
Totals for Area of Interest		**40.8**	**100.0%**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 16, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #21-32 Authorizing Agreement for Contractor Services Between the City of De Pere and Cummins Inc. (Backup Generator Preventative Maintenance).**

The Board of Public Works at the March 8, 2021 meeting approved the contract for Preventative Maintenance for Backup Generators with Cummins in the amount of $20,170.14 over 5 years and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso21-32 (PDF)
- Cummins Inc.(Backup Generator Maintenance)3-10-21(PDF)
- Exhibit A-Cummins Sales and Service (PDF)
- Memo for Preventative Maintenance for Back up Generators-Revised 3-1-2021 (PDF)
- Total Energy systems quote for 5 generators. (PDF)

RESOLUTION #21-32

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND CUMMINS INC.
(Backup Generator Preventative Maintenance)

WHEREAS, the City is in need of preventative maintenance services for its five (5) backup generators located at each of the fire stations, the Municipal Service Center, the lift station and the City Hall Complex; and

WHEREAS, Cummins Inc. has available and offers to provide personnel and equipment necessary to accomplish the preventative maintenance services within the required timeframe.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Agreement for Contractor Services Between the City of De Pere and Cummins Inc. as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of March, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 3/8/2021

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF DE PERE AND CUMMINS INC. (Backup Generator Preventative Maintenance)

THIS AGREEMENT made and entered into this _____ day of _____, 2021, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Cummins Inc., a foreign corporation authorized to do business in Wisconsin ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform planned maintenance services for City's five backup generators as described in the Contractor's Proposals, attached hereto and incorporated collectively as Exhibit A, specifically excluding pages 5 and 9 thereof (the "Planned Maintenance Agreement Terms and Conditions"), which terms and conditions are expressly not made a part of this Agreement. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, the schedule for commencing and completing such work and the basis for compensation for such work.

II. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation as identified in Exhibit A. Invoices shall be submitted per unit and include an itemization of charges. Payment to the Contractor is due within 30 days of receipt of an invoice by the City. Compensation for special services shall be as agreed upon by the City and Contractor and set forth in the written authorization for special services.

III. INSURANCE

The Contractor shall maintain during the course of the project, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than $2,000,000.

2. Automobile Liability

   (A) Coverages must include the following extensions:

Comprehensive Form
(1) All Owned Autos
(2) All Hired Autos
(3) All Non-Owned Autos
(4) Mobile Equipment
(5) Specialized Equipment
(6) Contractual Liability
(7) Uninsured Motorists to Limit of Policy
(8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:
Combined Single Limit/Bodily Injury and Property Damage:
$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:
Limits equal to above combined single limit

3. Worker's Compensation and Employers' Liability Insurance
Limits of Liability: Statutory

The Contractor shall provide City with a certificate of insurance outlining the required coverage as well as an additional insured endorsement form naming the City as an additional insured thereunder for purposes of the Contract.

IV. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless

the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.

2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

3. PERMITS AND LICENSING. The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.

4. SAFETY, HEALTH AND SANITATION. The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the Public Works Director may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract

5. RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree.

   The City shall not be liable to the Contractor for damages or delays resulting from work by third parties.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

VIII. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:	If to Contractor:
City of De Pere	Cummins Inc.
Attn: Director of Public Works	Attn: Michael Obermann
925 South Sixth Street	Planned Maintenance Sales
De Pere, WI 54115	1600 Buerkle Road
	White Bear Lake, MN 55110

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CUMMINS INC.
By:

_____
Printed Name: _____
Title: _____

_____
Printed Name: _____
Title: _____

CITY OF DE PERE
By:

_____
James G. Boyd, Mayor

_____
Carey E. Danen, City Clerk

Approved as to Form:

_____
Judith Schmidt-Lehman, City Attorney

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Sales and Service

2/10/2021

CITY OF DE PERE
925 S 6TH ST
DE PERE, WI 54115
RE: Planned Maintenance Proposal

Dear Tom Blohowiak,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Planned Maintenance Agreements are "auto-renewed" annually prior to the end of your agreement. Should you have any questions or require additional information on this or any other subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

Michael Obermann

Michael Obermann
Planned Maintenance Sales
Office: (920) 338-5903
Cell:
Email: michael.obermann@cummins.com

Sales and Service

Cummins Inc.
939 Lawrence Drive
De Pere, WI 54115
Phone: (920) 336-9631
Fax: 1-888-230-6699

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
CITY OF DE PERE	Name: Tom Blohowiak	Quote Date:	2/10/2021
925 S 6TH ST	Phone: (920) 339-4050	Quote Expires:	4/11/2021
DE PERE, WI 54115	Cell:	Quote ID:	QT-7938
Customer #: 70434	Fax:	Quoted By:	Michael Obermann
Payment Type: Pay As You Go	E-mail: tblohowiak@deperewi.gov	Quote Term:	5 Year

Site Name: MSC
(925 S 6TH ST DE PERE WI 54115)

Unit Name: MSC unit
Make: Cummins
Model: 30DDA-15R-14D
S/N: G810582827
Size: 30kW
ATS Qty: 1
Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	May	Inspection	1	$230.11	$230.11
1	November	Full Service	1	$462.11	$462.11
1	November	Loadbank (2 Hrs)	1	$541.21	$541.21
				Year 1 Total:$1,233.43	
2	May	Inspection	1	$236.91	$236.91
2	November	Full Service	1	$475.87	$475.87
2	November	Battery	1	$143.93	$143.93
				Year 2 Total:$856.71	
3	May	Inspection	1	$243.91	$243.91
3	November	Full Service	1	$490.04	$490.04
				Year 3 Total:$733.95	
4	May	Inspection	1	$251.12	$251.12
4	November	Full Service	1	$504.64	$504.64
4	November	Battery	1	$152.70	$152.70
				Year 4 Total:$908.46	
5	May	Inspection	1	$258.55	$258.55
5	November	Full Service	1	$519.67	$519.67
				Year 5 Total:$778.22	

Unit Name: Trailer 43
Make: Kohler
Model: 35REOZT4
S/N: 33F6GMGL0002
Size: 35kW
ATS Qty: 1
Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	May	Inspection	1	$168.30	$168.30
1	November	Full Service	1	$359.11	$359.11
1	November	Loadbank (2 Hrs)	1	$458.81	$458.81
				Year 1 Total:$986.22	
2	May	Inspection	1	$173.24	$173.24
2	November	Full Service	1	$369.78	$369.78
2	November	Battery	1	$122.71	$122.71
				Year 2 Total:$665.73	
3	May	Inspection	1	$178.34	$178.34
3	November	Full Service	1	$380.77	$380.77
				Year 3 Total:$559.11	
4	May	Inspection	1	$183.58	$183.58
4	November	Full Service	1	$392.08	$392.08
4	November	Battery	1	$130.19	$130.19

				Year 4 Total:$705.85	
5	May	Inspection	1	$188.98	$188.98
5	November	Full Service	1	$403.74	$403.74
				Year 5 Total:$592.72	

Unit Name: Trailer 68
Make: Kohler
Model: 175REOZT4
S/N: 337NGMHM0002
Size: 175kW
ATS Qty: 1
Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	May	Inspection	1	$219.81	$219.81
1	November	Full Service	1	$550.70	$550.70
1	November	Loadbank (2 Hrs)	1	$507.81	$507.81
				Year 1 Total:$1,278.32	
2	May	Inspection	1	$226.30	$226.30
2	November	Full Service	1	$567.12	$567.12
2	November	Battery	1	$281.00	$281.00
				Year 2 Total:$1,074.42	
3	May	Inspection	1	$232.98	$232.98
3	November	Full Service	1	$584.02	$584.02
				Year 3 Total:$817.00	
4	May	Inspection	1	$239.87	$239.87
4	November	Full Service	1	$601.44	$601.44
4	November	Battery	1	$298.12	$298.12
				Year 4 Total:$1,139.43	
5	May	Inspection	1	$246.96	$246.96
5	November	Full Service	1	$619.38	$619.38
				Year 5 Total:$866.34	

Year 1 Total:*	$3,497.97
Year 2 Total:*	$2,596.86
Year 3 Total:*	$2,110.06
Year 4 Total:*	$2,753.74
Year 5 Total:*	$2,237.28
Total Agreement Amount:*	~~**$13,195.87**~~

Quote does not include applicable taxes

$13,195.91

Sales and Service

Cummins Inc.
939 Lawrence Drive
De Pere, WI 54115
Phone: (920) 336-9631

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

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DE PERE, WI 54115	Cell:	Quote ID:	QT-7938
Customer #: 70434	Fax:	Quoted By:	Michael Obermann
Payment Type: Pay As You Go	E-mail: tblohowiak@deperewi.gov	Quote Term:	5 Year

Total Agreement Amount:* **$13,195.87**

Quote does not include applicable taxes

Comment:

***INVOICES ARE SENT AS SERVICES ARE RENDERED

***CUSTOMER CAN CANCEL AT ANY TIME AT ZERO COST

Total Agreement Amount Does Not Include Applicable Taxes. Please call (651) 636-1000 for invoice total prior to sending payment.

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. Details of this provision are listed in the "Planned Equipment Maintenance Agreement Terms and Conditions". If you do not wish to participate in the auto renew option, please check the box below to opt out.

☐ Opt out of Automatic Renewal.

Selection Required for Load Bank Test

Readings will be taken every 15 minutes, unless otherwise specified.

*If no selection is made, we will perform this option by default

☐ *30% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes for a total of 2 continuous hours

☐ 80% of the EPS nameplate kW rating for 2 continuous hours

☐ Other – Please Specify _____

Please return signed agreement to:
Cummins Inc.
1600 Buerkle Road
White Bear Lake, MN 55110
p: (651) 636-1000
fax: (888) 230-6699

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-7938)	Cummins Inc. Approval
Signature:_____	Signature:_____
Date: _____	Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. *AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALLY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.*

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the ("Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Scope of Services

Power Generation System
Planned Maintenance

INSPECTION
MONTHLY, QUARTERLY, OR ONE-TIME PER YEAR

Battery & Battery Charger System
- Check battery charger functions
- Cable connections, termination cleanliness and security
- Check electrolyte level, vent caps of all cells in the starting batteries
- Battery conductance test

Fuel System
- Inspect main tank / day tank fuel level
- Inspect day tank controls and pumps. Test operate day tank controls (where available)
- Inspect all fuel hoses, clamps, pipes, components, and fittings
- Inspect governor linkage
- Visually inspect rupture / containment basin
- Water in Fuel Test - Sub-base, day tanks
- Optional - fuel sample for laboratory analysis*

Engine Cooling System
- Inspect all hoses and clamps for leaks, coolant level, and condition
- Inspect radiator cap and filler neck condition
- Inspect drive belts, observe alignment and deflection
- Observe coolant heater operations
- Utilize DCA test strip to record coolant properties
- Inspect radiator surfaces, shrouds, and barriers, for obstruction
- Visually inspect low temperature after cooler coolant
- Optional - coolant sampling*

Engine & Lubrication System
- Inspect lubrication system (visually check oil level)
- Inspect crankcase ventilation system
- Inspect spark ignited ignition system
- Oil sample for laboratory analysis when recommended

Intake / Exhaust System
- Inspect air cleaner element and entire intake system
- Inspect exhaust system and rain cap
- Inspect louver operations

Generator Controls & Power Connections
- Visually inspect all engine mounted wiring, senders, and devices
- Visually inspect all control mounted components and wiring
- Lamp test all lights and indicators
- Visually inspect breaker and power connections
- Manually operate generator main breaker(s) open and closed**

**NOTE: Will not exercise breakers or contactors on a paralleling device

Generator Operations
- Start and observe generator and equipment operations
- Verify engine and generator safeties for proper operation
- System test with or without load

Automatic Transfer Switch
Paralleling Switchgear, Bypass Switchgear, Manual Transfer Switches
- Visually inspect all power and control wiring
- Visually inspect switch mechanism and enclosure
- Visually inspect controls and time delays settings
- Verify function of exercise clock

FULL SERVICE
INCLUDES INSPECTION

Operational & Functional Review of Generator Critical Components
- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

Lubrication Oil & Filtration Service
- Change engine lubrication oil
- Change primary lubrication and bypass filters
- Change fuel filters
- Post lube services operations of genset (unloaded) at rated temperature

*Additional Charge
Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Maintenance Agreement holder will be at current Cummins labor rates.

Sales and Service

GREEN BAY WI BRANCH
939 LAWRENCE DRIVE
DEPERE, WI 54115 5070
Phone: 920-336-9631

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact		Quote Information	
DE PERE FIRE RESCUE	Contact:	Joe Beard	Quote Date:	08-JAN-21
400 LEWIS ST	Phone:	920 4454805	Quote Expires:	07-APR-21
De Pere, WI 54115	Fax:	920 4037883	Quote Num:	121613
	Cust Id:	37350	Quoted By:	John D Prill
			Quote Term:	5 Year(s)

Site Information

1	EAST FIRE STATION	400 LEWIS ST	DE PERE	WI	54115
2	WEST FIRE STATION	1180 GRANT STREET	DE PERE	WI	54115

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	EAST STATION	KOHLER	GENSET KOHLE	60RZ6	0684186	ST
2	WEST STATION	KOHLER	GENSET KOHLE	45REOZ71	065170	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	EAST STATION	STANDARD PM FULL SERVICE	2	360.18	720.36
		FULL SERVICE W/ BATT R&R	3	535.31	1,605.93
		INSP W/LOAD BANK 2 HR	1	663.32	663.32
		INSPECTION	4	197.44	789.76
2	WEST STATION	STANDARD PM FULL SERVICE	2	310.94	621.88
		FULL SERVICE W/ BATT R&R	3	480.60	1,441.80
		INSP W/LOAD BANK 2 HR	1	599.94	599.94
		INSPECTION	4	132.81	531.24

THIS QUOTE DOES NOT INCLUDE APPLICABLE TAXES

Please complete, sign and return to:
Dan Prill, Inside Sales at john.prill@cummins.com, Phone: 651-286-2223 or fax 651-286-2145

Current Account Status: Charge account customer/Pay upon receipt of invoice after service is performed.

Based on your previous PM schedule, tentative schedule is as follows:

INSPECTION IN APRIL OF 2021, 2022, 2023, 2024 AND 2025.
FULL SERVICE IN OCTOBER OF 2021, 2022, 2023, 2024 AND 2025.
2-HOUR LOAD BANK IN APRIL OF 2021.
BATTERY REPLACEMENT IN OCTOBER OF 2021, 2023 AND 2025 (LAST REPLACED IN OCTOBER OF 2019).

Unless otherwise requested this quote reflects labor during regular business hours. No additional repairs will be performed without customer's authorization.

Mike Obermann-Planned Maintenance Sales - Cummins Sales and Service
Phone 920-445-6543 Fax 920-338-6105 michael.obermann@cummins.com

Sales and Service

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact		Quote Information	
DE PERE FIRE RESCUE	Contact:	Joe Beard	Quote Date:	08-JAN-21
400 LEWIS ST	Phone:	920 4454805	Quote Expires:	07-APR-21
De Pere, WI 54115	Fax:	920 4037883	Quote Num:	121613
	Cust Id:	37350	Quoted By:	John D Prill
			Quote Term:	5 Year(s)

Standard Agreement Amount	**$6,974.23**
Proposal Total	**$6,974.23**

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval

Signature: _____

Date: _____

CUMMINS INC

Signature: _____

Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall take precedence.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY.
THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.
NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the ('Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

CITY OF DE PERE MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Thomas Blohowiak, Maintenance Supervisor
Date: March 8, 2021

RE: **Consideration and possible action on Preventative Maintenance Contract for Backup Generators***

The City now owns a total of 5 back-up generators. There is one at each of the fire stations, one for the MSC, one trailer mounted (#34) for the lift station , and the new trailer mounted (#68) 175 KW generator for the city hall complex. The current contract for services for the 2 fire station generators is due for renewal this year. I went looking for quotes from vendors in the local area to do the same services, but to include the 3 generators that are not on a service contract.

The City of De Pere requested proposals from 2 vendors that are local for this service. Cummins is our current vender doing the services. Total Energy Systems, LLC is the vender that sold the two trailer units to the City of De Pere. The following two quotes (see attached) were received for consideration.

Generators	CUMMINS (5 Year)	TOTAL ENERGY SYSTEMS (5 Year)
Fire station 1	$3,779.37	$3,570.00
Fire station 2	$3,194.86	$3,610.00
34	$3,509.63	$3,610.00
68	$5,175.51	$5,900.00
MSC	$4,510.77	$3,610.00
Battery every 2 Yrs.	included	$2,350.00
5 Year Total	$20,170.14	$22,650.00

Note: To make quotes Equal, I added in Batteries every 2 years and left out the oil samples from Total Energy Systems.

Staff is recommending the contract be given to Cummins the lowest proposal for the service.

Total Energy Systems, LLC

City of De Pere
Tom Blohowiak
335 S Broadway
De Pere, WI 54115
920-339-4060
tblohowiak@deperewi.gov

Planned Maintenance Agreement

Estimate Number: **0271-A-021**

Estimate Date: **February 5, 2021**

Total Energy Systems, LLC is pleased to submit the following generator maintenance program. We understand that our customers have different maintenance needs. With that in mind we have developed a few basic maintenance plans which can be altered to fit your requirements.

- **Annual Service:** We will visit the site one time per year. During the visit we will replace all applicable oil and fuel filters and complete a three page maintenance checklist which includes visual inspections, functional testing, and securing connections on the generator and transfer switch.
- **Semi Annual Inspection Adder:** Total Energy Systems will return to the site six months following the annual service planned maintenance to complete the maintenance checklist described in the Annual Service.
- **Fluid Sampling with PM Adder:** Fuel, oil and coolant fluid sample analysis is recommended within the generator service industry by all major OEM's and will likely detect any internal issues that are unable to be caught on a visual inspection or through routine planned services. Sample analysis reports are sent directly to the customer roughly two weeks from being drawn.
- **Custom Service:** Total Energy Systems has the ability to work with all of our customers to fit there needs. We can visit sites annually, semi-annually, quarterly, monthly etc. With the ability to adapt we can meet your service requirements.
- **Load Bank Testing:** Load banking is the only true way to exercise the entire generator. Standard exercising, or starting the unit and running the engine with no load transfer, exercises only the engine. JCAHO and NFPA 110 mandates load bank testing (specific conditions apply). The load bank testing will be completed during a scheduled Planned Maintenance visit.

Site #	*Model*	*Serial Number*	*Location*
1	60RZG	0684186	Fire Station #1 501 S. Washington St
2	35REOZT4	33F6GMGL0002	Towable #34 925 S. 6th St
3	175REOZT4	337NGMHM0002	Towable #86 925 S. 6th St
4	45RH	065170	Fire Station #2 1180 Grant St
5	30DDA	G810582527	Main Service Center 925 S. 6th St

THREE UNIQUES:

SINGULARLY FOCUSED,
HISTORY/TENURE & CUSTOMIZATION

Fire Station #1	1st Year	2nd Year	3rd Year	4th Year	5th Year
Annual Maintenance	$345.00	$345.00	$345.00	$370.00	$370.00
Two Hour Load Bank	$550.00				
Fluid Sampling w/ PM Visit	$50.00	$50.00	$50.00	$60.00	$60.00
Semi-Annual Inspection	$200.00	$200.00	$200.00	$215.00	$215.00
Battery Replacement w/ PM	$215.00 →			$215.00	

Towable #34	1st Year	2nd Year	3rd Year	4th Year	5th Year
Annual Maintenance	$345.00	$345.00	$345.00	$370.00	$370.00
Two Hour Load Bank	$550.00				
Fluid Sampling w/ PM Visit	$160.00	$160.00	$160.00	$185.00	$185.00
Semi-Annual Inspection	$200.00	$200.00	$200.00	$215.00	$215.00
Battery Replacement w/ PM	$255.00		$255.00		$255.00

Towable #86	1st Year	2nd Year	3rd Year	4th Year	5th Year
Annual Maintenance	$750.00	$750.00	$750.00	$795.00	$795.00
Two Hour Load Bank	$600.00				
Fluid Sampling w/ PM Visit	$160.00	$160.00	$160.00	$185.00	$185.00
Semi-Annual Inspection	$200.00	$200.00	$200.00	$215.00	$215.00
Battery Replacement w/ PM	$430.00		$430.00		$430.00

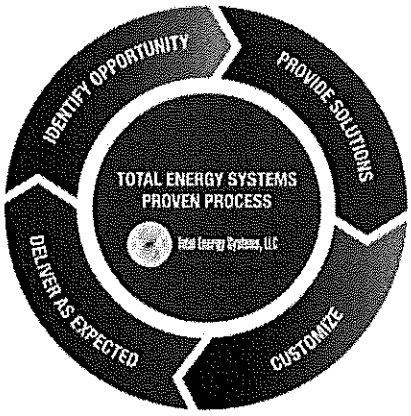
Fire Station #2	1st Year	2nd Year	3rd Year	4th Year	5th Year
Annual Maintenance	$345.00	$345.00	$345.00	$370.00	$370.00
Two Hour Load Bank	$550.00				
Fluid Sampling w/ PM Visit	$50.00	$50.00	$50.00	$60.00	$60.00
Semi-Annual Inspection	$200.00	$200.00	$200.00	$215.00	$215.00
Battery Replacement w/ PM	$255.00 →			$255.00	

Main Service Center	1st Year	2nd Year	3rd Year	4th Year	5th Year
Annual Maintenance	$345.00	$345.00	$345.00	$370.00	$370.00
Two Hour Load Bank	$550.00				
Fluid Sampling w/ PM Visit	$160.00	$160.00	$160.00	$185.00	$185.00
Semi-Annual Inspection	$200.00	$200.00	$200.00	$215.00	$215.00
Battery Replacement w/ PM	$255.00		$255.00		$255.00

Terms and Conditions:
Prices are FOB Green Bay, WI our dock. Payment terms are Net 30 days (subject to credit approval). Quotation is valid for 60 days. Prices do not include any applicable sales or use taxes.

Spencer VerVelde

www.totalenergysystems.com



Total Energy Systems, LLC

2211 American Blvd.
DePere, WI 54115

8525 N. 87th St.
Milwaukee, WI 54115

4324 Airlane Dr. SE
Grand Rapids, MI 49512

9330 James Avenue S
Bloomington, MN 55431

29905 Anthony Dr.
Wixom, MI 48393

Phone: 888-548-1400
Email: service@totalenergysystems.com

PLANNED MAINTENANCE AGREEMENT

This planned maintenance agreement is entered into by **TOTAL ENERGY SYSTEMS** of Green Bay / Milwaukee, Wisconsin and the Generator Set owner named below for the purpose of maintaining the standby generator set(s) and associated equipment listed below, and to minimize the necessity of emergency attention, thus assuring efficient upkeep practices by trained technical personnel at a minimum cost.

After each planned maintenance inspection, a checklist will be submitted to the owner, advising that the work has been performed and indicating what additional parts and labor are required, if any. For this purpose, any parts and/or labor required not specifically included on the attached checklist, will be charged to the generator set owner at regular rates then in effect.

It is understood that this agreement does not include any parts, labor, or travel expenses to repair damage caused by abuse, neglect, accident, theft, acts of a third person, forces of nature, or altering the equipment. This agreement does not include any major engine failure or generator overhaul. This will be negotiated under a separate purchase order. **TOTAL ENERGY SYSTEMS** shall not be responsible for failure to render the service for causes beyond its control, including strikes and labor disputes. This agreement is not assignable without the consent of **TOTAL ENERGY SYSTEMS** and will remain in force until cancelled by either party through written notice to the other.

TOTAL ENERGY SYSTEMS shall have no responsibility to the owner for special consequential damages, including loss of time, injury to person or property or any other consequential damage or incidental or economic loss. All other warranties, expressed and implied, including merchantability and fitness for a particular purpose, are hereby waived, disclaimed and excluded.

Please indicate the service(s) you would like Total Energy Systems, LLC to perform:

- ☐ Annual Maintenance
- ☐ Semi Annual Inspections
- ☐ Fluid Sampling w/ PM
- ☐ Generator Monitoring
- ☐ Fuel Polishing
- ☐ Thermal Imaging
- ☐ Two Hour Load Bank Test
- ☐ Four Hour Load Bank Test
- ☐ NFPA 110 2/2/4 Hour Load Bank Test
- ☐ Temporary Power during Maintenance
- ☐ ATS Maintenance
- ☐ Battery Replacement W/ PM Every 3rd Year

Please indicate the month you would like the Maintenance work completed: _____

Please indicate the length of the agreement you would like: _____ **Year(s)** or ☐ T&M (Market Price)

IT IS MUTUALLY UNDERSTOOD THAT THIS PROPOSAL SETS FORTH OUR ENTIRE AGREEMENT

Customer pre-authorizes Total Energy Systems to perform additional service work on each visit (if required) as long as said work does not exceed $_____. (use 0.00 if not authorizing) Authorized initials:_____. If additional work will exceed the maximum as stated, an estimate for additional work will be generated and should be forwarded to: (Name, Address, Email)

Customer:

Purchase Order:

Signature: _____ **DATE:** ___/___/_____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 16, 2021**
DEPARTMENT:	**Health Department**
FROM:	**Deborah Armbruster**
SUBJECT:	**Resolution #21-33 Ratifying State Department of Health Grant Agreement and Grant Modification Agreements.**

The attached contracts/agreements have been merged from individual items on the Finance Agenda into one resolution before the Council. At its meeting on March 9, the Finance/Personnel Committee voted unanimously to accept these funds and move the items to council for final acceptance and ratification.

ATTACHMENTS:

- Reso21-33 (PDF)
- DPH Contract No.43561-4 (PDF)
- DPH Contract No. 43561-5 (PDF)
- DPH Contract No. 43561-6 (PDF)
- 2021 DPH Consolidated Contract (PDF)

RESOLUTION #21-33

RATIFYING STATE DEPARTMENT OF HEALTH GRANT AGREEMENTS
AND GRANT MODIFICATION AGREEMENTS

WHEREAS, the De Pere Health Department (DPH) is the recipient of various grants from the State of Wisconsin Department of Health Services (DHS) pertaining to public health programs and services; and

WHEREAS, since the COVID-19 pandemic, DHS programs have received additional funding to assist local health departments, including DPH, with additional community health service needs; and

WHEREAS, due to the COVID-19 pandemic, swift grant agreement and grant agreement modification approvals were required in order to provide urgently needed funding as quickly as possible, necessitating Mayoral approval of these agreements without Committee or Council approval; and

WHEREAS, this matter has been reviewed by the Finance Personnel Committee which recommends ratification of the actions taken by the DPH and Mayor in approving the Agreements identified and set forth below.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council ratifies the approval of the following State of Wisconsin Department of Health Grant Agreement and Grant Agreement Modifications:

1. DPH Grant Agreement Contract Number 47645 (2021 DPH Consolidated Contract, dated February 8, 2021); and
2. DPH Grant Agreement Modification Contract Number 43561-4 (2020 DPH Consolidated Contract dated November 10, 2020); and
3. DPH Grant Agreement Modification Contract Number 43561-5 (2020 DPH Consolidated Contract dated December 14, 2020); and

4. DPH Grant Agreement Modification Contract Number 43561-6 (2020 DPH Consolidated Contract dated February 25, 2021).

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of March, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 03/9/2021

GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
DEPERE DPH
for
2020 DPH Consolidated Contract

DPH Contract No.: 43561-4
Agreement Amount: $3,600
Agreement Term Period: 10/1/2019 to 9/30/2021
CARS Pre-Packet No: 16838

DHS Division: Division of Public Health
DHS Grant Administrator: Yvette Smith
DHS Telephone: 608-267-2491
DHS Email: Yvette.smith@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Debbie Armbruster
Grantee Address: 335 S BROADWAY, DE PERE, WI, 54115
Grantee Email: darmbruster@mail.de-pere.org

Modification Description: We are adding funding for Communicable Disease Control and Prevention (Profile 155800). Please see attached Scope of Work. Final reports are due 45 days from the end of the designated contract period for the included profiles. Please take note of the attached Exhibit I which includes changes to the CARES Act funding received by all agencies.

This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin
Department of Health Services

Authorized Representative

Name: Chuck Warzecha

Title: Deputy Administrator

Signature: DocuSigned by: Chuck Warzecha AEDA9ED95A7E4A3...

Date: 11/10/2020

Grantee

Entity Name: City of De Pere Health Department

Authorized Representative

Name: James Boyd

Title: Mayor

Signature: DocuSigned by: 50C8D1E932AB49A...

Date: 11/10/2020

CARS PAYMENT INFORMATION

DHS CARS STAFF INTERNAL USE ONLY

CARS PAYMENT INFORMATION

The information below is used by the DHS Bureau of Fiscal Services, CARS Unit, to facilitate the processing and recording of payments made under this Agreement.

Agency #:	Agency Name:	Agency Type:	CARS Contract Start Date	CARS Contract End Date	Program Total Contract:
472779	**DEPERE DPH**	**160**	**7/1/2020**	**6/30/2021**	**$3,600**

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155800	COMM DISEASE CTRL & PREV		-	$3,600	$3,600	N/A
					$3,600	

Scope of Work
Communicable Disease Control and Prevention (LPHD and Tribal HD)
Funding Period July 1, 2020-June 30, 2021

Overview

The Communicable Diseases Funding passed in the 2017-2019 Biennial Budget allocated $500,000 in GPR per year as a continuing appropriation to local and tribal health agencies for communicable disease control and prevention (page 79).

The budget language as passed (page 329) states:

*"**252.185 Communicable disease control and prevention.***
***(1)** From the appropriation under s. 20.435 (1)(cf), the department shall distribute moneys to local health departments to use for disease surveillance, contact tracing, staff development and training, improving communication among health care professionals, public education and outreach, and other infection control measures as required under this chapter. The department shall consider the following factors to establish an equitable allocation formula for the distribution of moneys under this section:*

(a) Base allocation, including at least some base amount for each local health department.
(b) General population.
(c) Target populations.
(d) Risk factors.
(e) Geographic area, including consideration of the size of the service area or the density of population, or both.

***(2)** By January 1, 2019, and biennially thereafter, each local health department shall submit to the division of the department that addresses public health issues a financial statement of its use of funds under this section."*

Eligible Uses

The scope of eligible uses for this additional funding is relatively broad and reflects all responsibilities under chapter 252. Funding may be used for new projects as well as to offset increasing budgetary pressures resulting from ongoing disease surveillance and investigations at the local level. Examples of possible uses include but are not limited to:

- Reduce burden of communicable diseases (CD),
- Ensure or increase capacity to respond to CD events,
- Training to increase competencies around CD issues,
- Purchase additional equipment to allow for easier access when following up on CD reports (such as smartphones or tablets),
- More extensive/complete follow-up on communicable disease outbreaks/reports, or
- Increasing communicable disease awareness in the community along with practical prevention opportunities.

Prohibited uses include:

- Meals for trainings or conferences;

- Uses not intended for infectious disease prevention or follow up.

Reporting Requirement

The local agency is expected to submit its financial statement to the Director of the Bureau of Communicable Diseases of its use of funds for this fiscal year **no later than January 1, 2020**. Please submit your report using an online form titled: "Financial Reporting by Local and Tribal Health Agencies for Communicable Disease Funds."

Isolation/Quarantine: Profile 105000 Scope of Work SFY21

Background

Pursuant to §252.06 (10) (c), Wis. Stats., all expenses incurred by a local or tribal health department (LTHD) in quarantining a person outside his or her home during a public health emergency declared by the governor under §323.10 are reimbursed by state funds appropriated under §20.435 (1) (c).

Executive Order #72 declared a public health emergency on March 12, 2020, in response to the COVID-19 pandemic. CARS Profile 105000 was created for LTHD reporting and reimbursement of quarantine expenses for the duration of the public health emergency, which expired May 11, 2020 (60 days after declaration, per statute). As the funding appropriation is sum sufficient – that is, amounts are those which are necessary to accomplish the purpose specified – there was no budget associated with Profile 105000.

Executive Orders declaring public health emergencies were subsequently issued on July 30 (EO #82), September 22 (EO #90) and November 20 (EO #95). The current public health emergency expires January 19, 2021.

Scope of Work

All activities and associated costs which are necessary and reasonable to isolate or quarantine individuals outside their homes are encompassed in this scope of work. All expenses incurred by a local health department which have not been reimbursed by federal funds are eligible for reimbursement.

Period of Performance

August 1, 2020 thru January 19, 2021 (effective periods of public health emergencies). Future declarations of public health emergency may extend this period and a revised scope of work may be issued.

Reporting Requirements

CARS Profile 105000 has been re-activated for expense reporting for the period. Each CARS expense report shall include expenses only from a **single month**, shall clearly indicate the name of the month, and shall not include expenses from multiple months. Expense reports shall also **include the related Executive Order #** in the comments column of the report. This will allow DHS to associate reported expenses with the corresponding declared emergency period.

EO #82 – August 1, 2020 –September 28, 2020 - If there are expenses for Sept 29 – Sept 30, please submit an additional report for September and reference EO#90 in the comments.

EO #90 – October 1, 2020 – November 21, 2020 - If there are expenses for Nov 22 – Nov 30, please submit an additional report for November and reference EO#95 in the comments. See examples 1 and 2 below.

EO #95 – November 20, 2020 – January 19, 2021

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Example 1: Expenses for Nov 1 – Nov 21:

DEPARTMENT OF HEALTH SERVICES Division of Enterprise Services F-00642 (06/2016)	COMMUNITY AIDS REPORTING SYSTEM (CARS) EXPENDITURE REPORT			STATE OF WISCONSIN
	☑ Original Report	☐ Additional Report	☐ Final Report	Office Use Only
INSTRUCTIONS: 1. Report expenses in whole dollar amounts. No formulas.	Agency Number Example	Agency Name Example		Date entered in CARS
2. See Contract for current Agency Number and Agency Type.	Agency Type Example	Agency Contact Person Example	DHS Contract Administrator Donna Moore	Operator Initials
3. Complete one line per profile.	Report Period (mm/yy) 11/20	Agency Contact Phone Numb Example	Agency Contact Email Address Example	

Profile Name	Profile Number	Current Net Expense	CTD (Contract to Date) Expense	Comments
PH Emergency Quarantine	105000	100	100	EO= 90

Example 2: Expenses for Nov 22 – Nov 30:

DEPARTMENT OF HEALTH SERVICES Division of Enterprise Services F-00642 (06/2016)	COMMUNITY AIDS REPORTING SYSTEM (CARS) EXPENDITURE REPORT			STATE OF WISCONSIN
	☐ Original Report	☑ Additional Report	☐ Final Report	Office Use Only
INSTRUCTIONS: 1. Report expenses in whole dollar amounts. No formulas.	Agency Number Example	Agency Name Example		Date entered in CARS
2. See Contract for current Agency Number and Agency Type.	Agency Type Example	Agency Contact Person Example	DHS Contract Administrator Donna Moore	Operator Initials
3. Complete one line per profile.	Report Period (mm/yy) 11/20	Agency Contact Phone Numb Example	Agency Contact Email Address Example	

Profile Name	Profile Number	Current Net Expense	CTD (Contract to Date) Expense	Comments
PH Emergency Quarantine	105000	101	201	EO= 95 - 11/22-11/30

Final Reports

Final CARS reports are due 45 days after the end date of the last Executive Order or the end of the CARS profile period (06/30/21), whichever comes first.

Please contact any of the following staff at the Division of Public Health, Bureau of Operations if you have any questions on reporting for profile 105000.

Donna Moore at DonnaJ.Moore@dhs.wisconsin.gov
Kären Drogsvold at Karen.Drogsvold@dhs.wisconsin.gov
Chris Gjestson at Christopher.Gjestson@dhs.wisconsin.gov

GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
DEPERE DPH
for
2020 DPH Consolidated Contract

DPH Contract No.: 43561-5
Agreement Amount: $258,632
Agreement Term Period: 10/1/2019 to 9/30/2021
CARS Pre-Packet No: 17663

DHS Division: **Division of Public Health**
DHS Grant Administrator: **Chuck Warzecha**
DHS Telephone: **608-266-9780**
DHS Email: **Charles.Warzecha@dhs.wisconsin.gov**

Grantee Grant Administrator: Ms Debbie Armbruster
Grantee Address: 335 S BROADWAY, DE PERE, WI, 54115
Grantee Email: darmbruster@mail.de-pere.org

Modification Description: This contract modification is **reallocating CARES Act funding** based on spending plans submitted by Local Public Health Departments. This contract modification may include funding changes for only one or up to all three of the CARES Act profiles including 155803, 155804, and 155805. This contract must be fully executed by both parties by 12/30/20 in order to be effective. In order to accomplish this, we request your agency sign the contract modification and return by close of business **12/15/20**. Failure to sign by this date may result in DHS not being able to complete the requested funding change(s). Final CARS reports are due 1/31/2021.

We are also adding funding for Public Health Emergency Quarantine (Sum- sufficient Profile 105000) costs being borne by Local and Tribal Health Departments. Please note special circumstances regarding funding termination. Per statute, funding through this appropriation is available for quarantine related expenses only while there is a declared public health emergency. Specific reporting information can be found in the attached scope of work. Final CARS reports are due 45 days after the end date of the last Executive Order or the end of the CARS profile period (06/30/21), whichever comes first.

Any questions on this contract modification can be directed to Kären Drogsvold at Karen.Drogsvold@dhs.wisconsin.gov or Donna Moore at DonnaJ.Moore@dhs.wisconsin.gov.

This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

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State of Wisconsin
Department of Health Services

Authorized Representative

Name: Chuck Warzecha

Title: Deputy Administrator

Signature: DocuSigned by: Chuck Warzecha AE0A95B95A7E4A3...

Date: 12/14/2020

Grantee
Entity Name: City of De Pere

Authorized Representative

Name: James Boyd

Title: Mayor

Signature: DocuSigned by: James Boyd 50C8D1E932AB49A...

Date: 12/14/2020

CARS PAYMENT INFORMATION

DHS CARS STAFF INTERNAL USE ONLY

CARS PAYMENT INFORMATION

The information below is used by the DHS Bureau of Fiscal Services, CARS Unit, to facilitate the processing and recording of payments made under this Agreement.

Agency #:	Agency Name:	Agency Type:	CARS Contract Start Date	CARS Contract End Date	Program Total Contract:
472779	**DEPERE DPH**	**060**	**3/1/2020**	**12/31/2020**	**$258,632**

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155803	CARES COVID19 TEST COORD	CARES Act funding ends 12/30/20 - Final report due 1/31/21	$59,200	$-36,418	$22,782	N/A
					$258,632	

DocuSign Envelope ID: 92594CE6-0694-4CCA-8D80-AA6EF4F4086A

DHS CARS STAFF INTERNAL USE ONLY

CARS PAYMENT INFORMATION

The information below is used by the DHS Bureau of Fiscal Services, CARS Unit, to facilitate the processing and recording of payments made under this Agreement.

Agency #:	Agency Name:	Agency Type:	CARS Contract Start Date	CARS Contract End Date	Program Total Contract:
472779	**DEPERE DPH**	**160**	**8/1/2020**	**6/30/2021**	**Sum Sufficient**

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
105000	PH EMERGENCY QUARANTINE		-	$0	$0	N/A
					$0	

CARS FEDERAL AWARD INFORMATION

DHS Profile Number	155803
FAIN	N/A
Federal Award Date	N/A
Sub-award period of Performance Start Date	3/1/2020
Sub-award period of Performance End Date	12/30/2020
Amount of Federal Funds obligated (committed) by this action	$-36,418
Total Amount of Federal Funds obligated (committed)	$22,782
Federal Award Project Description	Coronavirus Relief Fund
Federal Awarding Agency Name (Department)	Department of Treasury
DHS Awarding Official Name	Julie A. Willems Van Dijk
DHS Awarding Official Contact Information	**608-266-9622**
CFDA Number	21.019
CFDA Name	Coronavirus Relief Fund
Total made available under each Federal award at the time of disbursement	$1,997,294,785
R&D?	No
Indirect Cost Rate	N/A

GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
DEPERE DPH
for
2020 DPH Consolidated Contract

DPH Contract No.: 43561-6
Agreement Amount: $4,294
Agreement Term Period: 10/1/2019 to 9/30/2021
CARS Pre-Packet No: 18106

DHS Division: **Division of Public Health**
DHS Grant Administrator: **Chuck Warzecha**
DHS Telephone: **608-266-9780**
DHS Email: **Charles.Warzecha@dhs.wisconsin.gov**

Grantee Grant Administrator: Ms Debbie Armbruster
Grantee Address: 335 S BROADWAY, DE PERE, WI, 54115
Grantee Email: darmbruster@mail.de-pere.org

Modification Description: We are adding funding for Prevention (Profile 159220). Please see attached Scope of Work. Final reports are due 45 days from the end of the designated contract period for the included profiles.

This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin
Department of Health Services

Authorized Representative

Name: Chuck Warzecha

Title: Deputy Administrator

Signature: DocuSigned by: Chuck Warzecha AEDA9ED95A7E4A3...

Date: 2/25/2021

Grantee
Entity Name: City of De Pere DPH

Authorized Representative

Name: James Boyd

Title: Mayor

Signature: DocuSigned by: James Boyd 50C8D1E932AB49A...

Date: 2/25/2021

DocuSign Envelope ID: FAA3097E-36BF-4D52-8259-3AF430FD3E21

CARS PAYMENT INFORMATION

DHS CARS STAFF INTERNAL USE ONLY

CARS PAYMENT INFORMATION

The information below is used by the DHS Bureau of Fiscal Services, CARS Unit, to facilitate the processing and recording of payments made under this Agreement.

Agency #:	Agency Name:	Agency Type:	CARS Contract Start Date	CARS Contract End Date	Program Total Contract:
472779	**DEPERE DPH**	**160**	**See Below**	**See Below**	**$4,294**

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
159220	CONS CONTRACTS PHHS	10/1/19- 9/30/21	-	$4,294	$4,294	N/A
					$4,294	

CARS FEDERAL AWARD INFORMATION

DHS Profile Number	159220
FAIN	NB01OT009342
Federal Award Date	9/10/2020
Sub-award period of Performance Start Date	10/1/2019
Sub-award period of Performance End Date	9/30/2021
Amount of Federal Funds obligated (committed) by this action	$4,294
Total Amount of Federal Funds obligated (committed)	$4,294
Federal Award Project Description	Preventive Health and Health Services Block Grant 2020
Federal Awarding Agency Name (Department)	Centers for Disease Control and Prevention
DHS Awarding Official Name	Julie A. Willems Van Dijk
DHS Awarding Official Contact Information	**608-266-9622**
Assistance Listing (formerly CFDA) Number	93.991
Assistance Listing (formerly CFDA) Name	Preventive Health and Health Services Block Grant
Total made available under each Federal award at the time of disbursement	$3,090,044
R&D?	No
Indirect Cost Rate	0.065

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Federal Fiscal Year 2020 (FFY20)
Preventive Health and Health Services (PHHS) Block Grant
Consolidated Contract Scope of Work

Data was obtained through the Local and Tribal Health Department COVID-19 Impact Survey sent to all local and tribal health departments on October 23, 2020.

Health Department Name: De Pere Health Department

Name of Staff Completing Survey: Deborah Armbruster

2020 Consolidated Contract Number: 43561

FFY20 PHHS Block Grant Allocation: $4294

FFY2020 PHHS Block Grant Activities:

- Template Objective #11 - National Public Health Performance Standards, Redirect Option for Pandemic Response
- Template Objective #11 - National Public Health Performance Standards (standard, non-pandemic response)

All agencies have agreed to the following as indicated in their survey results:

- Agency has read the PHHS Block Grant Boundary Statement and Quality Criteria and agrees to implement evidence-based intervention(s) with FFY20 PHHS Block Grant funds.
- Agency agrees to complete the Local and Tribal Health Department COVID-19 Impact Survey again in 2021.
- If allocated more than $7,500 of FFY20 PHHS Block Grant funds, agency agrees to submit a brief success story related to their response efforts, implementation of *Healthy Wisconsin* strategy(ies), or related story of success.

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2019-2021 (FY2020) Template Objectives for Preventive Health and Health Services Block Grant

Introduction: This document provides the template objective statement and information for items listed in the table below. Information specific to a health department, such as context for selecting an objective, description of the intervention, and evidence-based sources, are contained in the agency's **Preventive Health and Health Services (PHHS) Block Grant Data Collection Form**, which is completed in SharePoint. That form serves as the Scope of Work Agreement for this program and is attached to the contract.

The following sections correlate to fields in the Grants and Contracts (GAC) system:

A. Objective Statement
B. Deliverable
C. Context
D. Input Activities
E. Baseline for Measurement
F. Data Source for Measurement
G. For Your Information

A. **Template Objective: By September 30, 2020, the health department will implement an evidence-based intervention to address the selected Template Objective(s) described in the Scope of Work.**
B. A report that briefly describes:
   1. The source of the evidence-based intervention and the intervention that was implemented from that source.
   2. Outcomes of the PHHS contract funded work including the number of individuals served and number of organizations reached when appropriate.
   3. How funds were used to implement the evidence-based intervention such as initiate a new effort; maintain an existing effort; enhance/expand an effort; or sustain/restore an effort.
   4. Any barriers or challenges to success.
   5. Strategies to overcome barriers or challenges.
   6. Any additional funding or resources received as a result of the PHHS contract funded activities.
C. Agencies will describe their efforts on meeting the National and State Health objectives. These are described in detail in the full Template Objectives document. Context for why this objective was chosen and the expected outcome measure(s) are found in the Scope of Work.
D. CDC requires PHHS Block Grant funds to be used on evidence-based interventions, best practices or promising practices. A list of evidence-based and best practice interventions is included in the Boundary Statement. Information on the evidence-based intervention to be implemented is found in the Scope of Work.
E. Baseline data is described in the Scope of Work.
F. Agency report to the WI Division of Public Health.
G. N/A

Information Specific to Template Objective 10 – Community Health Improvement Processes and Plans

B. As a deliverable agencies must provide the priority areas identified in the assessment, a list of key partners involved, and provide a copy of the community health assessment to the regional contract administrator. When utilizing this objective for a community health improvement plan, as a deliverable agencies must describe the objectives and interventions completed during the time period and provide a copy of the community health improvement plan to the regional contract administrator.

Information Specific to Template Objective 11 – National Public Health Standards (not redirected)

B. A report that briefly describes:
   1. Outcomes of the PHHS contract funded work.
      a. If developing or implementing a strategic plan include the strategic priorities identified, the involvement of staff and governing body/board, implementation plan and provide the strategic plan to

your contract monitor.

b. If developing a performance management plan, include a description of the areas identified in the performance management plan and provide the plan to your contract monitor.
c. If developing or implementing a quality improvement plan, include a description of the quality improvement structure, implementation plan and provide the plan to your contract monitor.
d. If conducting a quality improvement project include the title of the operation, program or service addressed and the type of improvement.
    i. **Efficiency improvement:** Time saved, reduced number of steps, costs saved, costs avoided, revenue generated due to billable service, or other (please specify).
    ii. **Effectiveness improvement**: Increased staff satisfaction, organizational design improvements, quality enhancements of operations, programs, or services, or other (please specify).
e. If developing or implementing a Workforce Development (WFD) Plan, include a description of the areas identified, implementation plan, and provide the WFD plan to your contract monitor.
f. If developing a database, and/or record-keeping systems to meet public health accreditation documentation standards, include a description of the database, and/or record-keeping systems
g. If an agency accreditation self-analysis against PHAB standards and measures was completed, include a brief description agency's strengths, opportunities for improvement, and plans for addressing gaps.
h. If developing or updating policies and procedures, include description of the processes of development or revision, of adopting agency's policies and procedures and a list of the policies and procedures adopted by the agency.
i. If conducting other activities related to National Public Health Performance Standards and accreditation readiness or reaccreditation include a description of the activity/ies and the impact in meeting or sustaining National Public Health Performance Standards, and other information as requested

Information Specific to Template Objective 11 – National Public Health Standards – Redirected Funds for COVID-19 Response

Any activities funded with FY2020 PHHS Block Grant funds for the purpose of community pandemic response must:

- Be unduplicated efforts by the health department and shall not displace any local, state, or other federal funds,
- Be allowable per the Boundary Statement, and
- Be connected to the Public Health Accreditation Board Standards and Measures.

Information Specific to Template Objective 13 - Tobacco Control: By September 30, 2021, the health department will implement two interventions to develop public health policy on Other Tobacco Products (OTP) and E-Cigarettes.

B. A report that briefly describes:
1. The outreach and education conducted to local and state leaders and media advocacy conducted.
2. Outcomes of the PHHS contract funded work including the number of individuals and number of organizations reached when appropriate
3. How funds were used to implement the evidence-based intervention such as initiate a new effort; maintain an existing effort; enhance/expand an effort; or sustain/restore an effort.
4. Any barriers or challenges to success.
5. Strategies to overcome barriers or challenges.
6. Any additional funding or resources received as a result of the PHHS contract funded activities.

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2019-2021 (FY2020) Preventive Health and Health Services Block Grant Program Boundary Statement

For each consolidated contract program, the Division of Public Health has identified a boundary statement. The boundary statement sets the parameters of the program within which the local and tribal public health agency will need to set its objectives. The boundaries are intentionally as broad as federal and state law permit to provide maximum flexibility, however if there are objectives or program directions that the program is not willing to consider or specific programmatic parameters, those are included in the boundary statement. Agencies are encouraged to leverage resources across categorical funding to achieve common program goals.

Boundary Statement
The Preventive Health and Health Services (PHHS) Block Grant is a federal program to allocate funds to states to improve the health of the general population.

Acceptable Uses of Funding
The PHHS Block Grant gives grantees the flexibility to prioritize the use of funds to:

- Address emerging health issues and gaps.
- Decrease premature death and disabilities by focusing on the leading preventable risk factors.
- Work to achieve health equity and eliminate health disparities by addressing the social determinants of health.
- Support local programs to achieve healthy communities.
- Establish data and surveillance systems to monitor the health status of targeted populations.
- Improve agency operations, build capacity, and achieve accreditation through implementation of effective programmatic and administrative areas central to the health department's objectives
- Support agency efforts to attain or maintain PHAB accreditation.
- Supplement or expand grantee services or efforts.
- Increase hours of part-time staff to increase capacity.

Success is achieved by:

- Using evidence-based methods and interventions.
- Reducing risk factors.
- Establishing policy, social, and environmental changes.
- Leveraging other funds.
- Continuing to monitor progress towards selected outcomes and re-evaluate funded activities.
- Reflecting Healthy People 2020, Healthiest Wisconsin 2020, and Healthy Wisconsin objectives in project objectives.

Unacceptable Uses of Funding
While the PHHS Block Grant allows for flexibility in usage in order to address local priorities, there are some activities and usage of funds that are not allowed. According to PHHS Block Grant guidance, non-allowable uses for these funds include:

- Providing financial assistance to any entity other than a public or non-profit private entity.
- Providing inpatient services. Offering cash payment to recipients of health services.
- Purchasing or improving land; purchasing, constructing, or permanently improving a building or facility; or purchasing major medical equipment.
- Using as a match requirement for Federal funds.
- Advocating for or promoting gun control.
- Distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- Paying the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.
- Paying indirect or administrative costs in excess of 10%.
- Preparing, distributing, or using any media or material designed to support or defeat the enactment of legislation at the federal, state, or local legislature or legislative body, or for the salary or expenses of any grant or contract recipient or agent related to any lobbying activity.
- Maintaining or establishing a computer network unless it blocks the viewing, downloading, and exchanging of pornography.
- Supplanting grantee funds by replacing or releasing available local grantee funds for alternative uses.

References

- Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion: http://www.cdc.gov/phhsblockgrant/index.htm and https://www.cdc.gov/chronicdisease/index.htm
- Healthy People 2020: http://www.healthypeople.gov/2020/
- Healthiest Wisconsin 2020: http://www.dhs.wisconsin.gov/hw2020/
- Healthy Wisconsin: https://healthy.wisconsin.gov/
- 10 Essential Public Health Services: http://www.cdc.gov/nphpsp/essentialServices.html

2019-2021 Preventive Health and Health Services (PHHS) Block Grant
Program Quality Criteria

Generally high program quality criteria for the delivery of quality and cost-effective administration of health care programs have been, and will continue to be, required in each public health program to be operated under the terms of this contract. Contractors should indicate the manner in which they will assure each criterion is met for this program. Those criteria include:

Public health assessment and surveillance that identify community needs, and supports systematic, competent program planning and sound policy development with activities focused at both the individual and jurisdictional levels.

a) Involvement of key policymakers and the general public in the development of comprehensive public health plans.
b) Development and implementation of a plan to address issues related to access to high priority public health services for every member of the community.
c) Identification of the scientific basis (evidence base) for the intervention.

Delivery of public health services to citizens by qualified health professionals in a manner that is family centered, culturally competent, where the scientific basis for the intervention can be documented (evidence-based practice), as well as delivery of public health programs for communities for the improvement of health status.

a) There is no separate sub-criterion to this Quality Criteria Category.

Record keeping for individual-focused services that assures documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information.

a) There is no separate sub-criterion to this Quality Criteria Category.

Information, education, and outreach programs intended to address known health risks in the general and certain target populations to encourage appropriate decision-making by those at risk and to affect policy and environmental changes at the community level.

Provision of public information and education, and/or outreach activities focused on high-risk populations that increase awareness of disease risks, environmental health risks, and appropriate preventive activities.

a) Provision of public information and education and/or outreach activities should utilize strategies that have a scientific basis (best-practices) for delivery methods to assure maximum impact on the selected population.
b) All materials produced with PHHS Block Grant funds must include the following statement: "**This publication (journal article, etc.) was supported by the Grant or Cooperative Agreement Number, NB01OT009342, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.**"
c) If a conference/meeting/seminar is funded, materials, including promotional materials, agenda, and internet sites must include the following statement: "**Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.**"

Coordination with related programs to assure that identified public health needs are addressed in a comprehensive, cost-effective manner across programs and throughout the community.

a) There is no separate sub-criterion to this Quality Criteria Category.

A referral network sufficient to assure the accessibility and timely provision of services to address identified public health care needs.

a) There is no separate sub-criterion to this Quality Criteria Category.

Provision of guidance to staff through program and policy manuals and other means sufficient to assure quality health care and cost-effective program administration.

a) Provision of written policy and program information about the current guidelines, standards, and recommendations for community and/or clinical preventive care.

Financial management practices sufficient to assure accurate eligibility determination, appropriate use of state and federal funds, prompt and accurate billing and payment for services provided and purchased, accurate expenditure reporting, and, when required, pursuit of third party insurance and Medical Assistance Program coverage of services provided.

a) Program-specific data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.

Data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.

a) There is no separate sub-criterion to this Quality Criteria Category.

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Wisconsin Department of Health Services
Contract Centralization Legal Review

Agreement Number: **47645**

Bureau of Procurement and Contracting (BPC) Review:

☒ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language.

☐ This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

☐ This agreement does not use a BPC template with Office of Legal Counsel (OLC) approved language or uses a BPC template with requested language changes.

Description:
NA

Office of Legal Counsel (OLC) Review and Approval:

☒ This agreement has been reviewed and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

DocuSigned by:
[signature]
31F4802A8CEC46...

Name: Cody Wagner
Title: Office of Legal Counsel

1/26/2021
Date Signed

Revision: 12/2/2020 (previous versions obsolete)

GRANT AGREEMENT
between the
State of Wisconsin Department of Health Services (DHS)
and
DEPERE DPH
for
2021 DPH Consolidated Contract

DPH Contract No.: 47645
Agreement Amount: $182,168
Agreement Term Period: **10/1/2020** to **12/31/2022**
CARS Pre-Packet No: 17181, 17974

DHS Division: **Division of Public Health**
DHS Grant Administrator: **Chuck Warzecha**
DHS Telephone: **608-266-9780**
DHS Email: **Charles.Warzecha@dhs.wisconsin.gov**

Grantee Grant Administrator: Ms Debbie Armbruster
Grantee Email: darmbruster@mail.de-pere.org
Grantee DUNS Name: De Pere Health Department
Grantee DUNS Number: 105745587
Grantee FEIN: 39-6005431

DHS and the Grantee acknowledge that they have read the Agreement and the attached documents, understand them and agree to be bound by their terms and conditions. Further, DHS and the Grantee agree that the Agreement and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of agreement between the parties relating to the subject matter of the Agreement and supersede all proposals, letters of intent or prior agreements, oral or written and all other communications and representations between the parties relating to the subject matter of the Agreement. DHS reserves the rights to reject or cancel Agreements based on documents that have been altered. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin
Department of Health Services

Authorized Representative

Name: Chuck Warzecha

Title: Deputy Administrator

Signature: DocuSigned by: Chuck Warzecha AEDA9ED95A7E4A3...

Date: 2/8/2021

Grantee
Entity Name: City of De Pere

Authorized Representative

Name: James Boyd

Title: Mayor

Signature: DocuSigned by: James Boyd 50C8D1E932AB49A...

Date: 2/8/2021

39. CARS PAYMENT INFORMATION

DHS CARS STAFF INTERNAL USE ONLY

CARS PAYMENT INFORMATION

The information below is used by DHS Bureau of Fiscal Services, CARS Unit, to facilitate the processing and recording of payments made under this Agreement.

Agency #:	Agency Name:	Agency Type:	CARS Contract Start Date:	CARS Contract End Date:	Program Total Contract:
472779	**DEPERE DPH**	**160**	**1/1/2021**	**12/31/2021**	**$18,268**

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls[1]
155020	CONS CONTRACTS IMM		-	$7,458	$7,458	N/A
159320	CONS CONTRACTS MCH		-	$8,933	$8,933	N/A
157720	CONS CONTRACTS CHHD LD		-	$1,877	$1,877	6-month
					$18,268	

[1] See "Funding Controls."

DHS CARS STAFF INTERNAL USE ONLY

CARS PAYMENT INFORMATION

The information below is used by the DHS Bureau of Fiscal Services, CARS Unit, to facilitate the processing and recording of payments made under this Agreement.

Agency #:	Agency Name:	Agency Type:	CARS Contract Start Date	CARS Contract End Date	Program Total Contract:
472779	**DEPERE DPH**	**260**	**10/1/2020**	**10/31/2022**	**$163,900**

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155806	ENHANCING DETECTION-COVID		-	$163,900	$163,900	N/A
					$163,900	

DocuSign Envelope ID: EDE6FAC6-16B1-4365-8573-9CE589195B18

Contract Agreement Addendum: Exhibit II(A)

Contract #: 47645 **Agency:** De Pere Department of Public Health **Contract Year:** 2021

Contract Source of Funds

Source	Program	Amount
De Pere	Childhood Lead - Consolidated	$1,877
De Pere	Immunization - Consolidated IAP	$7,458
De Pere	Maternal Child Health - Consolidated	$8,933
	Contract Amount	**$18,268**

Contract Match Requirements

Program	Amount
Childhood Lead - Con	$0
Immunization	$0
MCH	$6,700

Program Sub-Contracts

Program	Sub-Contractee	Sub-Contract Amount
Childhood Lead - Con	None Reported	$0
Immunization	None Reported	$0
MCH	None Reported	$0

Contract Agreement Addendum: Exhibit II(A)

Contract #: 47645 **Agency:** De Pere Department of Public Health **Contract Year:** 2021

	Childhood Lead - Con **Program Total Value $1,877**	
1	Template Objective 2	$1,877
	Comprehensive Follow-up for Low Level Lead Exposure	
	Throughout the 2021 contract period, residents from the jurisdiction of the De Pere Health Department will receive comprehensive follow-up services, including a nurse home visit and environmental lead hazard investigation, at a venous blood lead level greater than or equal to 10 micrograms per deciliter.	
	Children with a venous BLL of 5 - 9.9 mcg./dl. will be contacted either by phone or letter indicating the elevated lead level and receive education regarding lead toxicity and appropriate follow-up.	
	Immunization **Program Total Value $7,458**	
1	Template Objective 1	$7,458
	By December 31, 2021, 86% children residing in De Pere Health Department jurisdiction who turn 24 months of age during the contract year will complete 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B, 1 Varicella and 4 Pneumococcal Conjugate (PCV) vaccination by their second birthday.	
	MCH **Program Total Value $8,933**	
1	Objective 1: COVID-19 Response	$8,933
	By December 31, 2021, the De Pere Health Department will provide infrastructural and leadership support to improve the health of mothers, children, and families during the COVID-19 pandemic.	
	Total of Contract Objective Values	$0
	Total of Contract Statement Of Work Values	$18,268

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 16, 2021**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Resolution #21-34 Establishing the District Boundaries of and Approving the Project Plan for Tax Incremental Financing District No. 17, City of De Pere, Wisconsin.**

On February 22, 2021, Plan Commission held a public hearing regarding the creation of Tax Increment District No. 17. Following the public hearing and committee discussion, the Plan Commission unanimously recommended approval of the TID No.17 Project Plan and Boundary by a vote of 7-0.

Additionally, the Plan Commission passed a separate required resolution. The resolution is attached for reference.

ATTACHMENTS:

- Reso21-34 (PDF)
- ResoPC21-01_Signed (PDF)
- TID No. 17 Project Plan Draft 03162021 (PDF)
- PC Staff Report TID 17 (PDF)

RESOLUTION #21-34

ESTABLISHING THE DISTRICT BOUNDARIES OF AND
APPROVING THE PROJECT PLAN FOR TAX INCREMENTAL
FINANCING DISTRICT NO. 17, CITY OF DE PERE, WISCONSIN

WHEREAS, pursuant to the direction of the Common Council and with its advice and consent, the Plan Commission of the City of De Pere has taken all steps required by Wis. Stats. §66.1105 for the creation of a Tax Incremental Financing District as provided in Resolution PC21-01 of the Plan Commission of the City of De Pere Recommending Adoption of the Proposed Boundaries of Tax Incremental Financing District No. 17 and the Adoption of the Tax Incremental Financing District No. 17 Project Plan, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, in accordance with all the recitations and findings in the above-referenced Resolution of the Plan Commission and the Common Council being aware of all proceedings of the Plan Commission in regard to the creation of Tax Incremental Financing District No. 17, including the public hearing held thereon before the Plan Commission on February 22, 2021 at 7:00 p.m., the Common Council wishes to adopt this Resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

1. The boundaries of the District that shall be named Tax Incremental District Number 17, City of De Pere (TID No. 17) are hereby established as specified in the Project Plan, Tax Incremental District No. 17, in the City of De Pere, Wisconsin, attached and incorporated herein as Exhibit B. The District contains only whole units of property as are assessed for general property tax purposes and the district is contiguous in nature.

2. The Property within the District was acquired by the City on prior to the creation of underlying TID No. 10. One Parcel within the District was annexed into the City after

January 4, 2004, namely Parcel ED-D69-2, which was annexed into the City on January 20, 2015, and more than three (3) years have passed since such annexation.

3. The Common Council creates TID No. 17 as of this date (March 16, 2021), with an effective base value date of January 1, 2021.

4. The Common Council finds and declares that:

   A. TID No. 17 as a mixed-use TID, where not less than 50% of the real property within TID No. 17 is Suitable for "mixed-use development" [Wis. Stats. § 66.1105(2)(cm)].
   B. The Project Plan costs directly relate to promoting mixed-use development in TID No. 17 consistent with the purpose for which TID No. 17 is created.
   C. The improvement of such area is likely to enhance significantly the value of the District.
   D. The private development activities projected in the Project Plan would not occur without tax incremental financing.
   E. It is estimated that less than 35% of the territory within the District will be devoted to retail business at the end of the District's expenditure period.
   F. Less than 35 percent of the district is land proposed for newly platted residential development.
   G. The equalized value of the taxable property in TID No.17 plus the value increment of all other existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
   H. The Project Plan is feasible and in conformity with the Master Plan of the City of De Pere (the City of De Pere Comprehensive Plan of 2010).

5. The Common Council, pursuant to Wis. Stats. §66.1105(4)(gm), hereby adopts and approves the Project Plan for TID No. 17, a copy of which is attached to Resolution PC21-01 and is incorporated herein as is fully set forth.

BE IT FURTHER RESOLVED THAT:

The Development Services Director is authorized and directed to take all actions reasonably necessary to transmit to the Joint Review Board the public records, planning documents, and this Resolution with all deliberate speed.

BE IT FURTHER RESOLVED THAT:

The Development Services Director is authorized and directed to schedule a meeting of the Joint Review Board for the purpose of considering the approval of this Resolution and the creation of TID No.17, City of De Pere.

BE IT FURTHER RESOLVED THAT:

Upon approval of Project Plan and District Boundaries for TID No. 17, City of De Pere and pursuant to Wis. Stats. §66.1105(5)(a), the City Clerk is authorized and directed to submit to as necessary all applications and other materials required or determined necessary by the Wisconsin Department of Revenue for determination and certification of the tax incremental base of TID No. 17.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of March, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

PLAN COMMISSION
RESOLUTION PC 21-01

RECOMMENDING ADOPTION OF THE PROPOSED BOUNDARIES OF TAX INCREMENTAL FINANCING DISTRICT NO.17 AND THE ADOPTION OF THE TAX INCREMENTAL FINANCING DISTRICT NO. 17 PROJECT PLAN

WHEREAS, the proposed project plan for Tax Incremental Financing District No. 17 (TID No. 17) was filed with the City Clerk on February 5, 2021 and made available for inspection on weekdays between the hours of 8:00 a.m. and 4:30 p.m., and to any person requesting a copy thereof; and

WHEREAS, a public hearing scheduled pursuant to Wis. Stats. §66.1105(4)(e), which was held on February 22, 2021 affording interested parties a reasonable opportunity to express their views on the boundaries of the District and proposed project plan as provided at Wis. Stats. §66.1105(4)(a) and (e); and

WHEREAS, notice of such hearing was published by Class 2 publication in the City's official newspaper on February 5, 2021 and February 12, 2021; and

WHEREAS, a meeting pursuant to Wis. Stats. §66.1105(4)(m) of the TID No.17 Joint Review Board within fourteen (14) days after the publication of the first notice of the above-referenced public hearing was held on February 16, 2021; and

WHEREAS, at the above-referenced public hearing conducted by the City of De Pere on February 22, 2021 at 7:00 p.m., the Plan Commission heard all interested parties, their agents and attorneys, regarding the proposed TID No. 17 and determined that the Project Plan and the District Boundaries as proposed are contiguous, contain only whole parcels, are in conformity with the City's Comprehensive Plan and are in the best interests of the City in order to foster

logical and economic development and further that the private development activities projected would not otherwise occur without tax incremental financing in that part of the City.

NOW THEREFORE, BE IT HEREBY RESOLVED, by the Plan Commission of the City of De Pere, Wisconsin, that:

> The Plan Commission recommends the designation of the District Boundaries for TID No.17, City of De Pere, as those boundaries which are set forth in the proposed Project Plan for such District, a copy of which is attached hereto and incorporated herein as if fully set forth.

BE IT FURTHER RESOLVED THAT:

> The Plan Commission hereby adopts the Project Plan and District Boundary of Tax Incremental Financing District Number 17, City of De Pere, as prepared and presented by City staff; further, that such project plan is hereby submitted to the Common Council of the City of De Pere in accordance with Wis. Stats. §66.1105(4)(f).

Adopted by the Plan Commission of the City of De Pere, Wisconsin, this 22nd day of February, 2021.

APPROVED:

James Boyd, Mayor
Plan Commission Chair

Ayes: 7
Nays: 0

City of De Pere

Tax Increment District No.17
Project Plan and Boundary

Prepared by the Development Services Department

DRAFT 03/16/2021

Plan Commission Review and Approval (February 22, 2021)
Common Council Review and Approval (March 16, 2021 – Review Date)
Joint Review Board Review and Approval (TBD)

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Appendix A Parcel List and Maps

Parcel List
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Parcel List
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Appendix C: Resolutions, Notices, Minutes & Other Attachments

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2: Opinion Letter from City Attorney Regarding Compliance with Statutes
3: Letter Chief Official of Overlying Taxing Entities and Notice
4: JRB Meeting Notices – Affidavit of Publication
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8: Public Hearing Notice – Affidavit of Publication
9: Plan Commission/Public Hearing Meeting Agendas
10: Plan Commission/Public Hearing and Meeting Minutes
11: Plan Commission Resolution Approving TID No. 17
12: Common Council Meeting Agenda
13: Common Council Meeting Minutes
14: Common Council Resolution Creating TID No. 17

City of De Pere TID No. 17 Officials and Acknowledgements

Common Council

Mayor James Boyd
Amy Chandik Kundinger
Shana Defnet Ledvina
Jonathon Hansen
Kelly Ruh
Dean Raasch
Mike Eserkaln
Casey Nelson
Dan Carpenter

Plan Commission

James Boyd, Mayor
Dan Carpenter, Alderperson
Dean Raasch, Alderperson
Derek Beiderwieden, Commissioner
Brenda Busch, Commissioner
Mark Higgins, Commissioner
Grant Schilling, Commissioner

Joint Review Board

James Boyd, Mayor - City of De Pere Representative
Bob Mathews - Northeast Wisconsin Technical College Representative
Dawn Foeller – Unified De Pere School District Representative
Chad Weininger – Brown County Representative
Mark Higgins –Citizen Member

City Staff

Daniel J. Lindstrom, AICP Development Services Director
Larry Delo, City Administrator
Judith Schmidt-Lehman City Attorney
Kelly Barker, Administrative Assistant

Milestone Dates

Public Hearing: February 22, 2021
Plan Commission Approval Recommendation: February 22, 2021
Common Council Approval: March 16, 2021 (Review Date)
Joint Review Board Approval: TBD

DRAFT

1. COMMUNITY INTRODUCTION

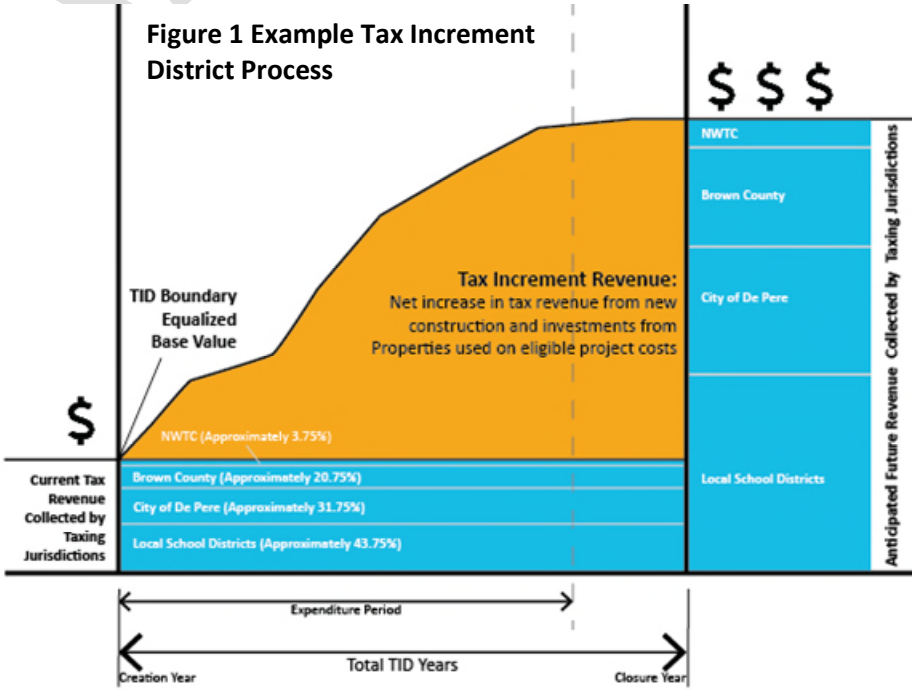
The 25,000 people, who call the City of De Pere, Wisconsin home, know that the community provides a high quality of life in the Greater Green Bay metropolitan area. The excellent schools, a dynamic downtown, successful business parks, and safe neighborhoods served by ample parks and natural areas have resulted in considerable loyalty and community pride among residents. The residences, businesses, and commercial areas are connected with a transportation and green space network that accommodates cars, bikes, and pedestrians. The beautiful Fox River is the focal point of the City Center and the Claude Allouez Bridge unites the two sides of our dynamic downtown. Whether you are on the east side or west side, historic buildings thoughtfully blend with new redevelopment to provide a mix of housing, employment, shopping, dining, and entertainment.



2. INTRODUCTION TO TAX INCREMENT FINANCING

Tax Increment Financing (TIF) is a method of public finance often used by municipalities across the United States to subsidize redevelopment, infrastructure, and other community growth projects. The Wisconsin legislature passed the first TIF law in 1975, and municipalities across the state have used the mechanism to make improvements to specified Tax Increment Districts (TIDs). TIF helps to promote local tax base expansion by using property tax revenues to fund site improvements to attract new development, industry, rehabilitation/conservation projects, mixed-use development, blight elimination, and environmental remediation. During the development period, tax bases for the entities in question remain static at pre-development levels, while property taxes continue to be paid. The taxes derived from increases in property value within the TIDs (the tax increment) are diverted into a special fund at the City to pay for the costs of this redevelopment. Generally, the City will borrow funds to pay for initial development costs and use tax increments to retire debt. The City works with developers and property owners to provide infrastructure improvements and incentives for development. Public infrastructure and property improvements will be financed by a combination of TIF increments and debt financing. Figure 1 diagrams the example TID lifespan and process.

Figure 1 Example Tax Increment District Process



The State of Wisconsin classifies City Tax Increment Districts into several categories: rehabilitation, blight removal, industrial, mixed-use, and environmental remediation districts. Tax Increment Districts terminate once either all costs are paid through increment financing or the mandated termination date passes. Upon termination, the taxing jurisdictions within the TID share in the post-TIF tax revenue generated through improvements during the TID's lifetime.

3. TAX INCREMENT DISTRICT NO. 17 OVERVIEW

Tax Incremental District No. 17 ("TID No.17") is being created as an overlap of Tax Incremental District No. 10 (TID No. 10). TID No. 10 was created on August 7, 2012 and is expected to terminate (absent extension) ending August 7, 2032. The City created TID No. 10 to spur the development of the southern portion of the East Industrial Park and help facilitate the development of the Southern Bridge project; however, as the Southern Bridge project continued to delay, the prospect of developing TID No. 10 became more challenging as businesses are reluctant to locate into a park that does not have immediate interstate access and requires their raw goods and finished products to cross through a congested downtown bridge.

Businesses now have a renewed vigor for this area with the announcement of the Southern Bridge preferred route from I-41 to County Highway GV. Specifically, the City has a large proposed development utilizing property currently located in TID No. 10 that will require TIF incentives to spur the development and facilitate the construction of the extension of Commerce Drive. The projected construction schedule for this proposed development has a completion date of mid-2022. The two-year delay between private development construction completion increment revenue leaves little time to create enough increment to repay the required incentives and infrastructure. Therefore a new TID is necessary to accomplish the development. TID No. 17 would also assist Brown County in funding the portion of the Southern Bridge project adjacent to and with a half-mile of the TID No. 17 Boundary.

Unfortunately, due to changes in manufacturing assessments and recent sales of private property at a reduced rate, TID No. 10 saw a reduction of 33.5% in increment value from 2019 ($10,358,000) to 2020 ($6,886,100) without any major changes to businesses. Finally, large reductions in the overlaying jurisdictional tax rates negatively impacted TID No. 10; therefore, to compensate TID No. 17 will also be a donor to TID No. 10 (east De Pere saw a combined 18.5% reduction in mill rates over the past two years).

The TID is being created as a "Mixed-Use District" that intends to be a composite of commercial and manufacturing. The instant focus of this District is to facilitate the proposed manufacturing development that makes up several current parcels. This proposed 350,000 square foot development has a projected cost of $19 million and will require TIF incentives and the extension of Commerce Drive. This major project will have a guaranteed assessed value of approximately $10 million and bring additional employees to the City. A Payment in Lieu of Taxes will be required if the property falls below the guaranteed addressed value or revenue during the life of the TID.

4. TAX INCREMENT DISTRICT NO. 17 CREATION

This Project Plan is for a mixed-use Tax Increment District in the City of De Pere. The Project Plan has been prepared in compliance with Wisconsin Statutes Chapter 66.1105(4)(f) and includes a detailed description of the Tax Increment District (TID) and boundary. The Project Plan

specifically establishes the need for the district, lists the proposed improvements within the district, and includes the estimated schedule and estimated budget.

a. Planning and Approval Process Timeline

The Finance and Personnel Committee recommended staff and the Plan Commission initiate the planning process for the creation of TID No. 17. The City notified the overlying taxing jurisdictions of the public hearing on February 3, 2021 and published public hearing notices in the Green Bay Press Gazette on February 5, 2021 and February 12, 2021. The notice for the first Joint Review Board (JRB) meeting was published on February 5, 2021. The Joint Review Board held their organizational meeting on February 16, 2021.

The City held the public hearing for the creation of the TID No. 17 Project Plan and boundary on February 22, 2021. After the public hearing, the Plan Commission recommended approval of the TID No. 17 Project Plan and Boundary. This Project Plan and boundary was adopted by resolution of the Common Council on _____.

On _____, the Joint Review Board reviewed and_____ of The TID No. 17 Project Plan and the boundary as required by Wisconsin Statutes. The City published the agenda notice of the final Joint Review Board meeting on _____.

Documentation of all resolutions, notices, and minutes can be found as attachments to this Project Plan. As required by Wisconsin Statutes Chapter 66.1105(5)(b), a copy of the Project Plan will be submitted to the Wisconsin Department of Revenue and used as the basis for the certification of Tax Increment District No. 17 in the City of De Pere. This official Project Plan guides the development activities within TID No. 17. Implementation of the Project Plan and completion of the proposed activities require a case-by case-authorization by the Plan Commission, Board of Public Works, Finance and Personnel Committee and the City Council. Public expenditures for projects listed in the Project Plan will be based on the development status of the land and economic conditions existing at the time of construction or implementation. Changes to the TID boundary or project categories not identified here require a formal amendment to the Project Plan involving a public hearing and review and City Council approval.

b. Description And Inventory of Area

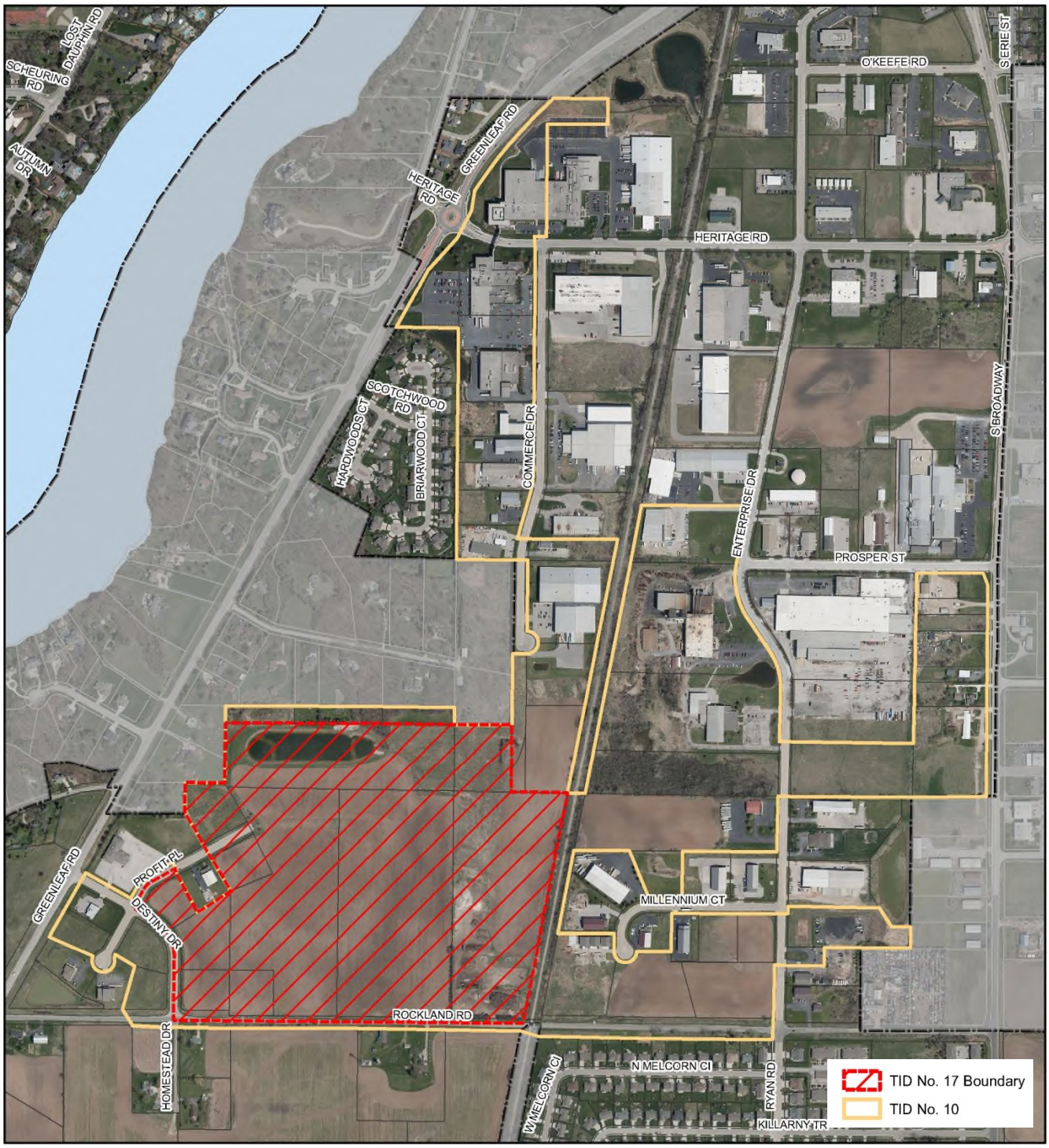
The real property in the TID is in the City of De Pere, located in Brown County, WI. The TID No. 17 project area is roughly defined by properties:

- North of Rockland Road
- West of the Fox River Trail
- South of the City Boundary
- East of Profit Place and Destiny Drive

Rockland Road represents a future major entry into the east side of De Pere and the TID and contains property primarily owned by the City of De Pere. The TID Boundary encompasses 79.2 acres; however, the TID Project Plan identifies 11 parcels or 76.2 acres of real property as identified in Map 1 of Appendix B. The City, through land development regulations and the implementation of the TID Project Plan, could require or facilitate additional right-of-

way acquisitions, land dedications, land swaps between property owners, or right-of-way vacations; however, only whole parcels may be included within the TID boundary.

TID Boundary Map: A complete map set is included within Appendix A of this Project Plan**.**



5. STATEMENT OF PURPOSE

TID No. 17 is being created as a mixed-use district to encourage additional development in the City, with the specific goal of increasing commercial and manufacturing development opportunities in the community. The City recognized that without the creation of the District, the employment generators and positive construction increment would not occur if the proper infrastructure was not in place to attract and support the development. Therefore, the creation of the TID creates a path for developers and the City to develop the lands. The creation of the TID also enables the City to have greater control over the development process to ensure that subsequent development is compatible with the District and neighboring properties.

The City also intended to complete the following:

- Construction of roads in and up to a one-half mile of the TID boundary;
- Infrastructure upgrades and expansions to sewer and water utilities;
- Developer incentives; and
- Potential land purchases and other potential capital costs.

6. SUMMARY OF FINDINGS

As required by Wisconsin Statutes Section 66.1105, and as documented in this Project Plan creation and the exhibits contained and referenced herein, the following findings are made:

a. Project Plan is:
   i. In conformity with the Comprehensive Plan and other guiding documents.
   ii. Economically feasible and will enable the TID to close prior to the required closure date.

b. Economic Feasibility and Benefits:
   i. As detailed in the economic feasibility section of this Project Plan, the total tax increment and resulting revenues in the District are sufficient to pay for the existing public works and the proposed incentives included within this Project Plan.
   ii. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. Moreover, the development and infrastructure projects will spur additional development located outside of the TID, the overlying taxing jurisdictions will see an increase in the tax base immediately instead of waiting for the District to close with a much larger TID.
   iii. The expenditures made will create new jobs in the immediate area as a result of the TID creation. When added to the area within one-half mile of the District, the new and existing businesses in the area will be able to capture an additional or larger market share in the greater region. Therefore, the project costs of the District continue to relate directly to promoting development in the District consistent with the purpose for which the District is to be created.

c. "But For Test":
   But for the creation and subsequent amendments of this District, the City and developers would not be able to use the Project Plan tools (infrastructure, demolition, land assemblage,

and development incentives ("cash grants") to facilitate the redevelopment of the district. That "but for" the creation of this TID, the development projected as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In making this determination, the City has considered the following information:

i. Development within the TID has not occurred at the pace anticipated by the City. Infrastructure and other development-related expenses are not likely to be borne exclusively by private developers; therefore, the City has concluded that public investment will be required to fully achieve the City's objectives for this area.

ii. To achieve its objectives, the City has determined that it must take an active role in encouraging development by making appropriate public expenditures in the area. Without the availability of tax increment financing, these expenditures are unlikely to be made. Enhancement of this area will complement existing venues in the City, and benefit, not only the City but all overlapping taxing jurisdictions. Accordingly, the costs to implement the needed projects and programs are appropriately funded through tax increment financing.

iii. In order to make the area included within the TID suitable for development, the City will need to make a substantial investment to pay the costs of some or all of the projects listed in the Project Plan such as offsite public infrastructure (stormwater pond, roadway, and intersection improvements). Due to the public investment that is required, the City has determined that development of the area will not occur at the pace or levels desired solely as a result of private investment.

d. 12% Test:
The City does not exceed the 12% maximum threshold for the total equalized increment value combined with the projected new TID base value in this TID as a ratio of the total equalized value of the property in the City. The total increment value of all the existing tax increment districts within the City equals 8.35%.

e. District Type:
The TID is being created as a Mixed-Use District. This Project Plan has met the definition and requirements for a Mixed-Use District. Not less than 50% of the proposed district's area land is suitable for industrial and commercial use.

f. Estimated Percentage of Retail:
The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

7. CITY PLANNING AND ZONING

The following are the subject sections and maps of the City of De Pere guiding documents:

a. Existing Land Use:
As of the drafting of this Project Plan, the TID area is primarily comprised of open space, road, rights-of-way, agricultural fields, and stormwater facilities. Map 3 of Appendix A illustrates the existing land uses.

DRAFT

b. Future Land Use:
The 2010 De Pere Comprehensive Plan designates the areas as Future Business Park. Map 4 of Appendix A illustrates the future land uses. The City currently has a sale option with the Greater Green Bay YMCA for the potential for a future location. The City shall require the change in the future land use prior to rezoning and the implementation of the YMCA development. The City will also update parcel ED-D69-2 during the 2021 Comprehensive Plan Update

c. Zoning:
The parcels in the TID are subject to local zoning and land division regulation. The parcels are currently zoned as applicable by Wisconsin Statutes, the City can implement zoning changes that comply with the Comprehensive Plan. Map 5 of Appendix A illustrates the existing zoning.

8. STATEMENT OF KIND, NUMBER, AND LOCATION OF PUBLIC WORKS & OTHER PROJECTS

The City proposes to create TID No. 17 to promote mixed-use development and redevelopment of properties, improve a portion of the City, enhance the value of the TID, and broaden the property tax base. Any cost directly or indirectly related to achieving the objective of promoting mixed-use development is considered a "project cost" and eligible to be paid from tax increments of this tax increment district, including but not limited to the list below. This may include the construction of infrastructure in and up to a one-half mile of the TID boundary. Map 6 in Appendix A illustrates this boundary. Listed below are major categories, which are necessary and standard improvements for promoting mixed-use development:

a. Infrastructure
That portion of costs related to the construction or alteration of sewage treatment plants; water treatment plants or other environmental protection devices; storm or sanitary sewer lines; stormwater management facilities; water lines or amenities on streets; or the rebuilding or expansion of streets, the construction, alteration, rebuilding or expansion of which is necessitated by the Project Plan for a district, and is within the district. Infrastructure can also be installed outside the district, if required, to carry out Project Plans; but only the portion which directly benefits the district is an eligible cost. Map 7 In Appendix A illustrates the proposed physical improvements.

The City budgeted $3,000,000 under this category.

b. Capital Improvement Costs
Including, but not limited to, the costs of the construction of public works or improvements; new buildings, structures, and fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures, other than the demolition of listed historic properties and the acquisition of equipment to service the district.

The City budgeted $100,000 under this category.

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c. Site Development Costs
Site development activities required to make sites suitable for development including, but are not limited to, environmental studies and remediation; stripping topsoil; grading; compacted granular fill; topsoil replacement; access drives; parking areas; landscaping; stormwater detention areas; demolition of existing structures; relocating utility lines; and other infrastructure, utilities, signs, fencing, and related activities.

The City budgeted $50,000 under this category.

d. Land Acquisition & Assembly
This may include, but is not limited to, fee title, easements, appraisals, environmental evaluations, consultant and broker fees, closing costs, surveying and mapping, and lease and/or the sale of property at or below market price to encourage or make feasible an economic development project. This could also include the cost to relocate existing businesses or residents to allow redevelopment.

The City budgeted $100,000 under this category.

e. Development Incentives
The City may use TID No. 17 funds to provide cash grants and other types of incentives to developers and businesses to promote and stimulate new development. The City may enter into agreements with property owners, businesses, developers, or non-profit organizations to share costs to encourage the desired kinds of improvements. In such cases, the City will execute development agreements with the developers and/or businesses, which will identify the type and amount of assistance to be provided.

The City may provide funds either directly or through an organization authorized by Wisconsin Statutes (such as a Redevelopment Authority, Public Housing Authority, development organizations, or other appropriate organizations) to make capital available to business and/or developers to stimulate or enable economic development and housing development projects within TID No. 17. Funds may be provided in the form of a cash grant, forgivable loan, direct loan, or loan guarantee.

The City budgeted $1,255,000 under this category.

f. Professional Services
Including, but not limited to, those costs incurred for architectural, planning, engineering, and legal advice related to implementing the Project Plan, negotiating with property owners and developers, and planning for the redevelopment of the area.

The City budgeted $350,000 under this category.

g. Discretionary Payments
Payments made at the discretion of the local legislative body, which are found to be necessary or convenient to the creation of tax incremental districts or the implementation of Project Plans. This could include expenditures to fund programs to eliminate blight; improve housing stock; remove social obstacles to development; provide labor force training, daycare services, or neighborhood improvements to improve the quality of life or safety of the residents, workers, or visitors; and other payments which are necessary or

convenient to the implementation of this Project Plan. This also can include an annual donation to the underlying TID No.10 in accordance with the requirements prescribed in Wisconsin Statutes Chapter 66.1105.

The City budgeted $350,000 under this category.

h. Administration Costs
Administrative costs including, but not limited to, a reasonable portion of the salaries of the City Administrator, Building Inspector, Attorney, Finance Director, Auditor, Assessor, Public Works employees, City Engineer, consultants, and others directly involved in planning and administering the projects and overall District. Administration costs also include any annual payments required to be paid to the Wisconsin Department of Revenue (DOR) under state law.

The City budgeted $515,000 under this category.

i. TID Organizational Costs
Organizational costs including, but not limited to, the fees of the financial consultant, attorney, engineers, planners, community development consultants, surveyors, GIS professionals, environmental consultants, appraisers, and other contract services related to the planning and creation of the TID. This shall include the preparation of feasibility studies, project plans, engineering to determine project costs and prepare plans, maps, legal services, environmental investigations, grant applications, regulatory approvals, and other payments made which are necessary or convenient to the creation of this tax increment district. Also included as an eligible administrative cost is the $1,000 Certification Fee charged by the Wisconsin Department of Revenue.

The City budgeted $5,000 under this category.

j. Inflation
Throughout the past 20 years, the annual rate of inflation in the construction industry has averaged between 2% and 4%. The inflation appreciation rate, for the purpose of making projections, is 2% as illustrated in Appendix B.

The City anticipates $345,000 in inflation costs throughout the life of the TID.

k. Financing Costs
Including, but not limited to, all interest paid to holders of evidence of indebtedness issued to pay for project costs and any premium paid over the principal amount of the obligations due to their redemption of the obligations before maturity.

The total financing cost allocated to the TID will be dependent on the amount and time of the loans. The City anticipates approximately $959,486in financing costs throughout the life of the TID not including capitalized interest.

The projects listed above will provide the necessary facilities and support to enable and encourage the development of TID No. 17. These projects may be implemented in varying degrees in response to development needs. The cost estimates above may be adjusted for inflation at the time they are incurred.

9. DETAILED LIST OF PROJECT COSTS

Figure No. 2 below summarizes the detailed project costs for project categories anticipated to be implemented during the expenditure period of TID No. 17. This format follows Department of Revenue guidance on detailed project costs, which states "this list should show estimated expenditures expected for each major category of public improvements."

All costs listed are based on 2021 prices and are preliminary estimates. The City reserves the right to revise these cost estimates to reflect unforeseen circumstances between 2021 and the time of construction or implementation, such as a higher than the anticipated inflation rate or financing costs that vary from projections due to market conditions at the time of a bond issuance. The City could pursue grant programs to help share project costs included in this Project Plan, as appropriate. Planned project costs are listed in the table below. A more detailed list of planned project costs is included as part of the Financial Attachments in Appendix B.

The City may fund specific project cost items shown below in greater or lesser amounts in response to opportunities that will help the City accomplish the purposes of TID No. 17. The City will use the overall benefit to the City and economic feasibility (i.e., the availability of future revenue to support additional project costs) in determining the actual budget for project cost items throughout the TID's expenditure period.

Figure 2: Planned Project Costs Summary

TID No. 17 **Created/Revised: 1/28/2021**

Category	Project Plan Costs	Other's Share	TID Share
A. Infrastructure	$8,000,000	$5,000,000	$3,000,000
B. Capital Costs	$100,000	$0	$100,000
C. Site Development Costs	$50,000	$0	$50,000
D. Land Acquisition & Assembly	$100,000	$0	$100,000
E. Development Incentives	$1,255,000	$0	$1,255,000
F. Professional Services	$350,000	$0	$350,000
G. Discretionary Payments	$350,000	$0	$350,000
H. Administration Costs	$515,000	$0	$515,000
I. Organizational Costs	$5,000	$0	$5,000
J. Inflation	$345,000	$0	$345,000
Subtotal	$11,070,000	$5,000,000	$6,070,000
K. Financing Costs *(less Capitalized Interest)*			$959,486
Capitalized Interest			$215,000
Total TID Expenditure			**$7,244,486**

Non-Project costs are public works projects that only partly benefit the TID or are not eligible to be paid with tax increment, or costs not eligible to be paid with Tax Incremental Financing funds. Examples would include:

- A public improvement made within the TID that also benefits property outside the TID. That portion of the total project costs allocable to properties outside of the TID would be a non-project cost.

- A public improvement made outside the TID that only partially benefits property within the TID. That portion of the total project costs allocable to properties outside of the TID would be a non-project cost.

- Projects undertaken within the TID as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

  The City anticipates approximately $5,000,000 of project funding from other governmental agencies and grant programs for the completion of the future Rockland Road improvements that would also benefit parcels outside of the TID. Table 1 in Appendix B illustrates these costs.

10. ECONOMIC FEASIBILITY, FINANCING & TIMETABLE

In order to evaluate the economic feasibility of the TID, it is necessary to project the amount of tax increment revenue that can reasonably be generated from the District. The ability of the municipality to finance proposed projects must also be determined. The District is economically feasible if the tax increment revenue projected to be generated over the life of the TID is sufficient to pay all project and financing costs incurred during the TID's expenditure period. The components of such an analysis include:

- The expected increase in property valuation due to inflation and the impact of general economic conditions on the TID.
- The expected increase in property valuation due to new development encouraged by the TID.
- Any change that may take place in the full value tax rate.
- The expected TID revenues.
- The expected TID cash flow (the timing of the revenue).

The economic feasibility must make some projections and assumptions. These assumptions are as follows:

a. Increase in Property Value
For the purposes of projecting assessed values for the remainder of the District's life, the Project Plan used a 1% property appreciation rate per year. This estimate is below the recent local, state, and national averages.

b. Effective Tax Rate
The third variable to consider in projecting TID revenues is the full-value tax rate. The full-value tax rate is adjusted annually based on property valuation and the amount of funds required by all taxing jurisdictions to support their adopted annual budgets. For the purposes of projecting the mill rate for the remainder of the District's life, the Project Plan used the 2020 reported interim tax rate of $0.017735858 as reported by the City. The assumption of a 1.25% change will provide a conservative estimate since the rate drastically dropped by 18% over the past two years and we anticipate it to return to the previous year values over the remaining life of the district.

c. Cash Flow

Another consideration regarding the adequacy of TID revenues toward paying TID project costs is the relative timing of revenue and expenditures or cash flow. There are sufficient TID revenues over the life of the TID to pay for all costs. The Tax Increment Cash Flow Worksheet shown in Appendix B summarizes the assumed cash flow.

11. FINANCING METHODS & TIMETABLE

a. Financing Methods

An important aspect to consider in assessing the economic feasibility of TID No. 17 is the ability of the City to finance desired projects to encourage development. Financial resources available to the City include general obligation notes and bonds, revenue bonds, special assessments, and federal and state community development programs.

General obligations of the City are limited by state law to five percent of the equalized property value. As of December 31, 2020, the City had a total debt capacity of approximately $118.30 million and approximately $43.63 million in existing General Obligation debt. Using this data, the current remaining debt capacity is about $74.67 million. There is approximately $7.6 million in anticipated project costs within the TID; however, not all anticipated project costs will need to be borrowed. For example, TID administration costs can be paid out of City operating funds and reimbursed from the TID when funds are available. Other expenses can be paid out of TID cash flow as projects are constructed and assessed, and begin paying property taxes. The City can finance some project costs through direct debt or bond instruments, utilizing the general revenue capacity of the City to secure those instruments. There are other mechanisms available to pay for some project costs that would not count against the City's constitutional debt capacity. “Developer-Financed TIF” (PAYGO) is one of these options, where the developer borrows funds that the City would have borrowed under a traditional TIF, and is then reimbursed by the City.

b. Timetable

The maximum life of the TID is 20 years; a three-year extension may be requested. The City of De Pere has a maximum of 15 years to incur TIF expenses for the projects outlined in this Project Plan. The City of De Pere is not mandated to make the improvements defined in this Project Plan; each project will require case-by-case review and approval. The decision to proceed with a particular project will be based on the economic conditions and budgetary constraints at the time a project is scheduled for consideration. The actual implementation of the projects may be accelerated or deferred, depending on conditions existing at the time.

Additionally, current state statutes allow a municipality to collect revenue from a TID that is about to close for one additional year to benefit affordable housing and improve the City’s housing stock. The City of De Pere may opt to take advantage of this provision before termination of TID No. 17.

The timing for each of the planned redevelopment projects is shown in the TID Pro Forma (Attachment No. 4 in Appendix B) and Increment Projections (Attachment No. 7 in Appendix B) worksheets.

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c. TID Expenditure Period

The expenditure period for the District ends on March 16, 2036. The City could incur additional project costs until this date. The City is not mandated to make the improvements defined in this Project Plan; each project will require case-by-case review and approval. The decision to proceed with a particular project will be based on the economic conditions and budgetary constraints at the time a project is scheduled for consideration. The actual implementation of the projects may be accelerated or deferred, depending on conditions existing at the time.

d. TID Closure Date

The mandate closure date is March 16, 2042. Therefore, the final collection year for TID No. 17 is 2042. If the City was to close the TID after April 15 of the same calendar, the TID would receive one additional year of increment revenue. It is noted that per Act 256 in 2015, the State approved adding one-year life and allocation extension for new TIDs when the municipality adopts the resolution between September 30 and May 15. This is to account for the difference between annual TID creation deadlines and require closure deadlines.

12. EQUALIZED VALUE TEST

Wisconsin Statutes Section 66.1105(4)(gm)4.c states that the equalized value of the taxable property of the new TID combined with the value increments of all existing districts cannot exceed 12% of the total equalized value of the taxable property within the municipality. Figure 3 below uses values listed in the Wisconsin Department of Revenue's 2020 TIF Value Limitation Report.

Figure 3: TID Valuation Compliance Test

TID No. 17

Description	Type	*Current*	*Proposed*
Report Year		2020**	2021
Recent Annual Reported Total Municipal Equalized Value		$ 2,209,815,400	$ 2,209,815,400
12% Test		$ 265,177,848	$ 265,177,848
Tax Increment District No. 005	Increment	$ 35,059,700	$ 35,059,700
Tax Increment District No. 006	Increment	$ 93,085,200	$ 93,085,200
Tax Increment District No. 007	Increment	$ 6,743,600	$ 6,743,600
Tax Increment District No. 008	Increment	$ 27,025,100	$ 27,025,100
Tax Increment District No. 009	Increment	$ 2,128,100	$ 2,128,100
Tax Increment District No. 010	Increment	$ 6,886,100	$ 6,886,100
Tax Increment District No. 011	Increment	$ 7,641,600	$ 7,641,600
Tax Increment District No. 012	Base +	$ 1,534,800	$ 1,534,800
Tax Increment District No. 013	Increment	$ 4,471,600	$ 4,471,600
Tax Increment District No. 014	Increment	$ (5,400)	$ (5,400)
Tax Increment District No. 015	Increment	$ 15,000,000	
Tax Increment District No. 016	Increment	$ -	$ -
Tax Increment District No. 017	Base	$ -	$ -
		-	$ -
Total (*A negative increment is treated as zero increment)		$ 199,575,800	$ 184,575,800
Percent of City's Equalized Value in Existing TIDs		9.03%	8.35%
Remaining Available TID Value		$ 65,602,048	$ 80,602,048
Compliance		OK	OK

** Report: DOR Dated 08/11/2020

13. STATEMENT OF IMPACT TO OVERLYING TAXING JURISDICTIONS

All overlapping taxing jurisdictions will benefit from increased property values, job creation, and redevelopment or development of properties, as well as other economic activities. Therefore, upon closure of the TID, the projected increments should be dispersed between all of the overlying taxing jurisdictions. Figure 4 provides a summary of the impact on the overlying taxing jurisdictions throughout the life of the District.

Figure 4: Analysis of Impact on Overlying Jurisdictions
TID No. 17

Taxing Jurisdiction	2020 Tax Increment Worksheet Interim Rate	% of Mill Rate by Jurisdiction	Annual Taxes Collected on Base Value Distributed to Taxing Jurisdictions	Annual Taxes Collected After TID*	Increase in Annual Tax Collections After TID	City Levy Increase (50%) Annual Tax Collections After TID
School District	$0.006520496	36.8%	$0	$204,977	$204,977	
Tech. College	$0.000795339	4.5%	$0	$25,002	$25,002	
County	$0.004049804	22.8%	$0	$127,309	$127,309	
Local	$0.006370219	35.9%	$0	$200,252		$100,126
Total	$0.017735858	**100.0%**	**$0**	**$557,540**		

* Represents proposed incremental increase in combined mill rate.

14. STATEMENT OF PROPOSED CHANGES TO MUNICIPAL MAPS, PLANS, AND ORDINANCES

For areas located in the City, this Project Plan does not propose changes to the Comprehensive Plan, City maps, City ordinances or Building Codes as part of this Project Plan. The Project Plan presented here is in compliance with the City's adopted Comprehensive Plan. Modifications to the City's Zoning Code and other City ordinances may be necessary for the future if deemed appropriate for redevelopment. Zoning is shown in Appendix A. Development proposals will have to go through the appropriate procedure to receive the proper zoning for a proposed project.

15. RELOCATION

No persons are expected to be displaced or relocated as a result of proposed projects in TID No. 17; however, if relocation were to become necessary in the future, the City will do so in full accordance with all applicable state statutes and rules. The following is the method proposed by the City for displacement or relocation. Before negotiations begin for the acquisition of property or easements, all property owners will be contacted to determine if there will be displaced persons as defined by Wisconsin Statutes and Administrative Rules. If it appears there will be displaced persons, all property owners and prospective displaced persons will be provided an informational pamphlet prepared by the State of Wisconsin. If any person is displaced as a result of the acquisition, they will be given a pamphlet on "Relocation Benefits" as prepared by the DOA. The City will file a relocation Project Plan with the DOA and shall keep records as required by Wisconsin Statutes section 32.27. The City will provide each owner a full narrative appraisal, a map showing the owners of all property affected by the proposed project, and a list of neighboring landowners to whom offers are being made as required by law.

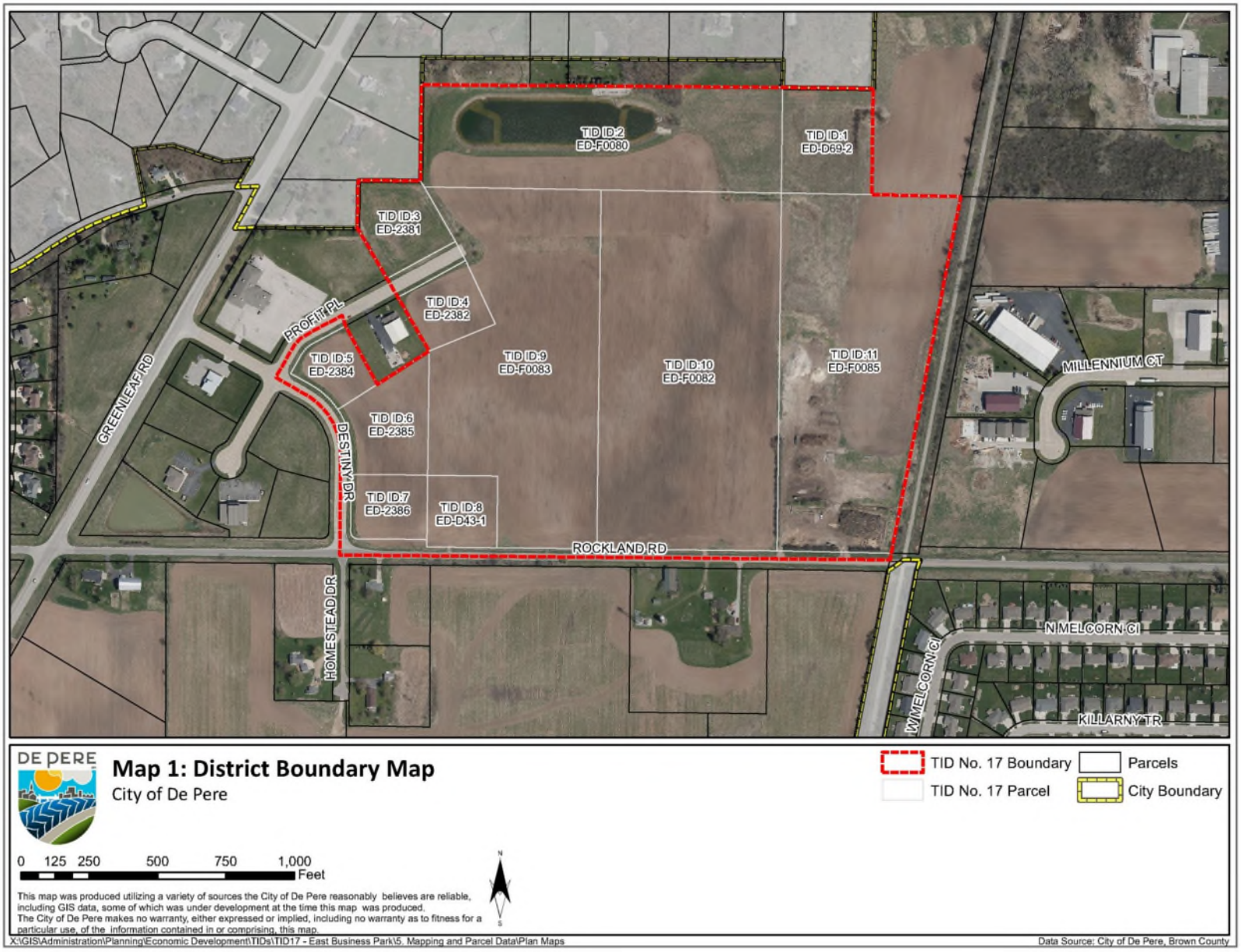
16. DISTRICT BOUNDARY AND DESCRIPTION

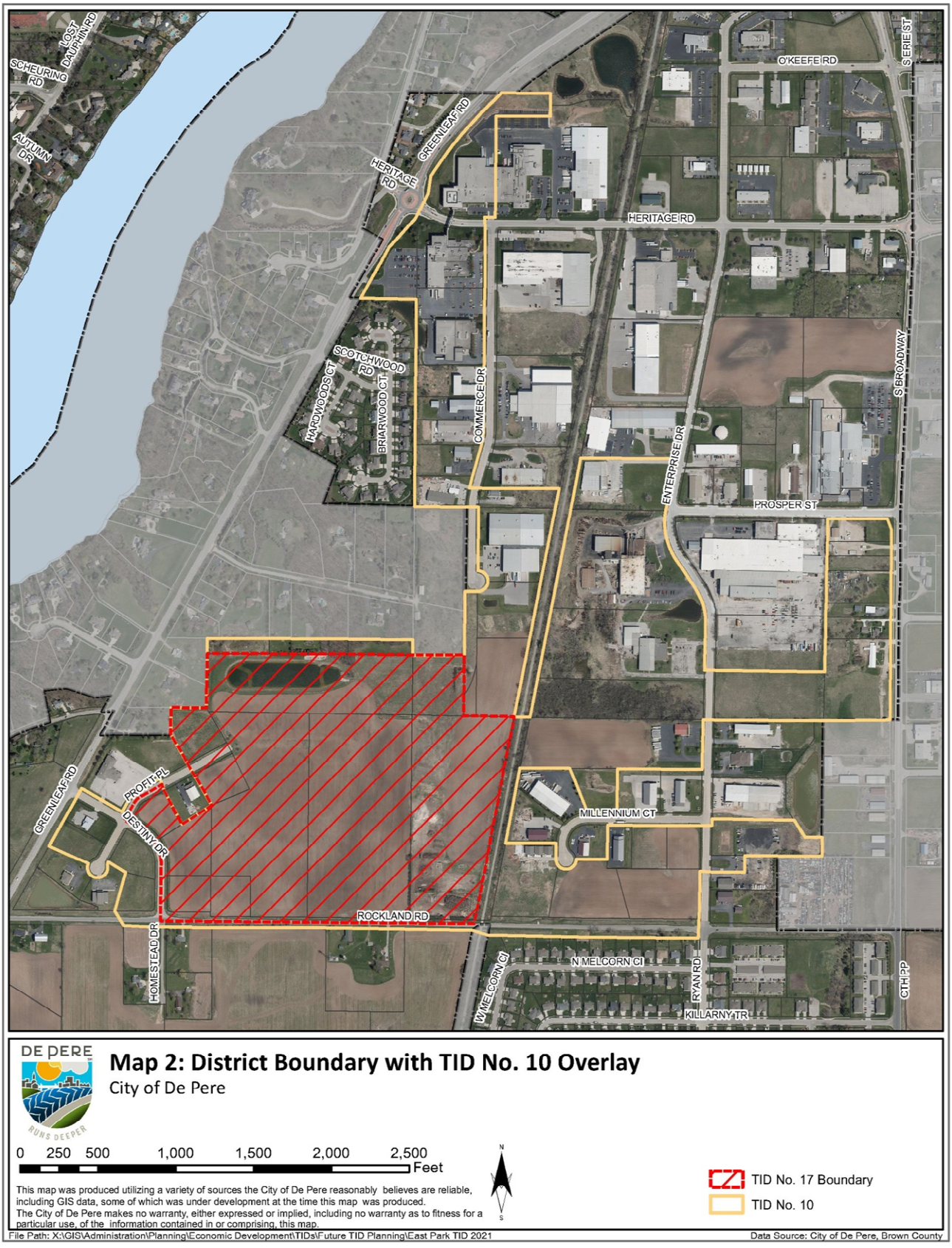
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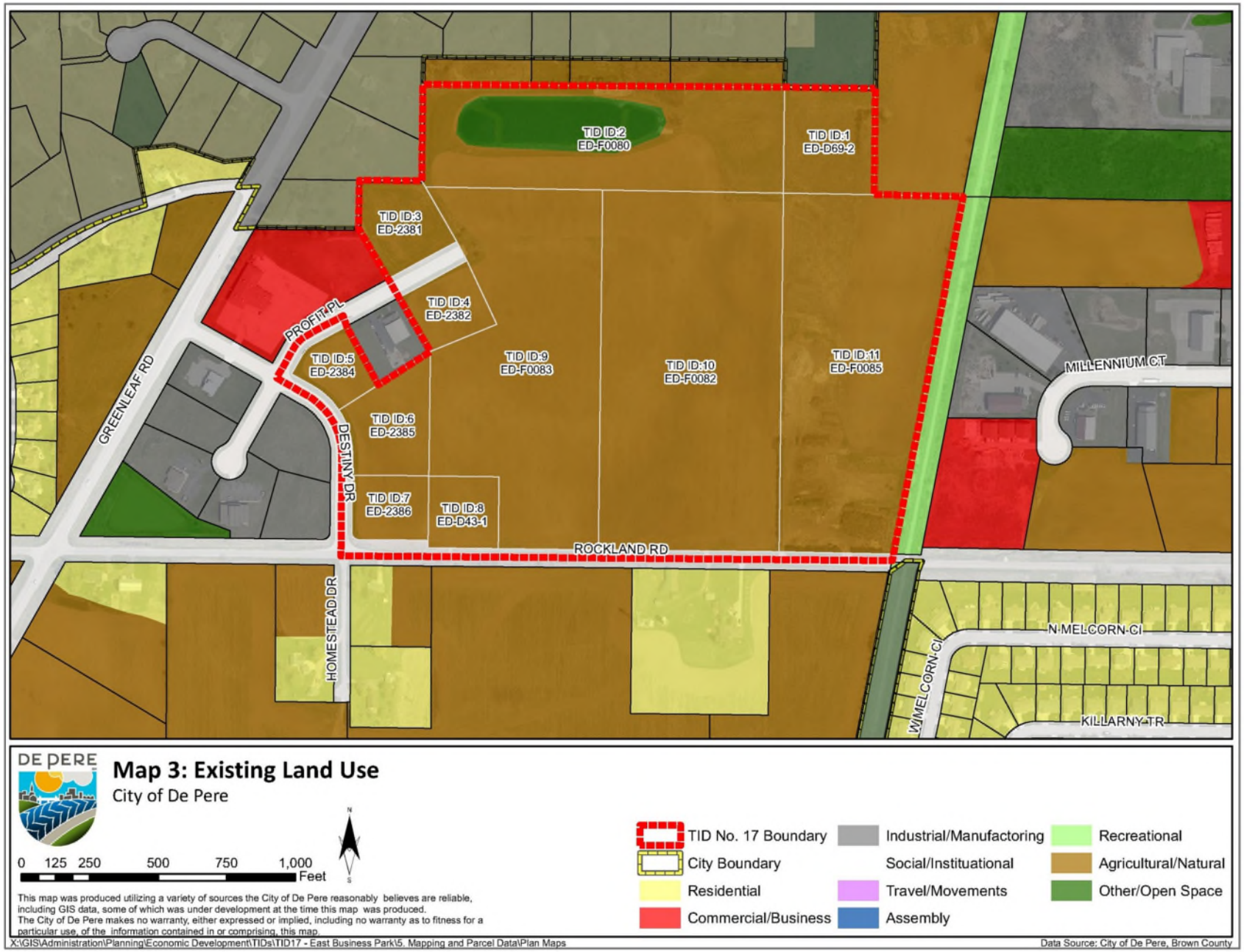
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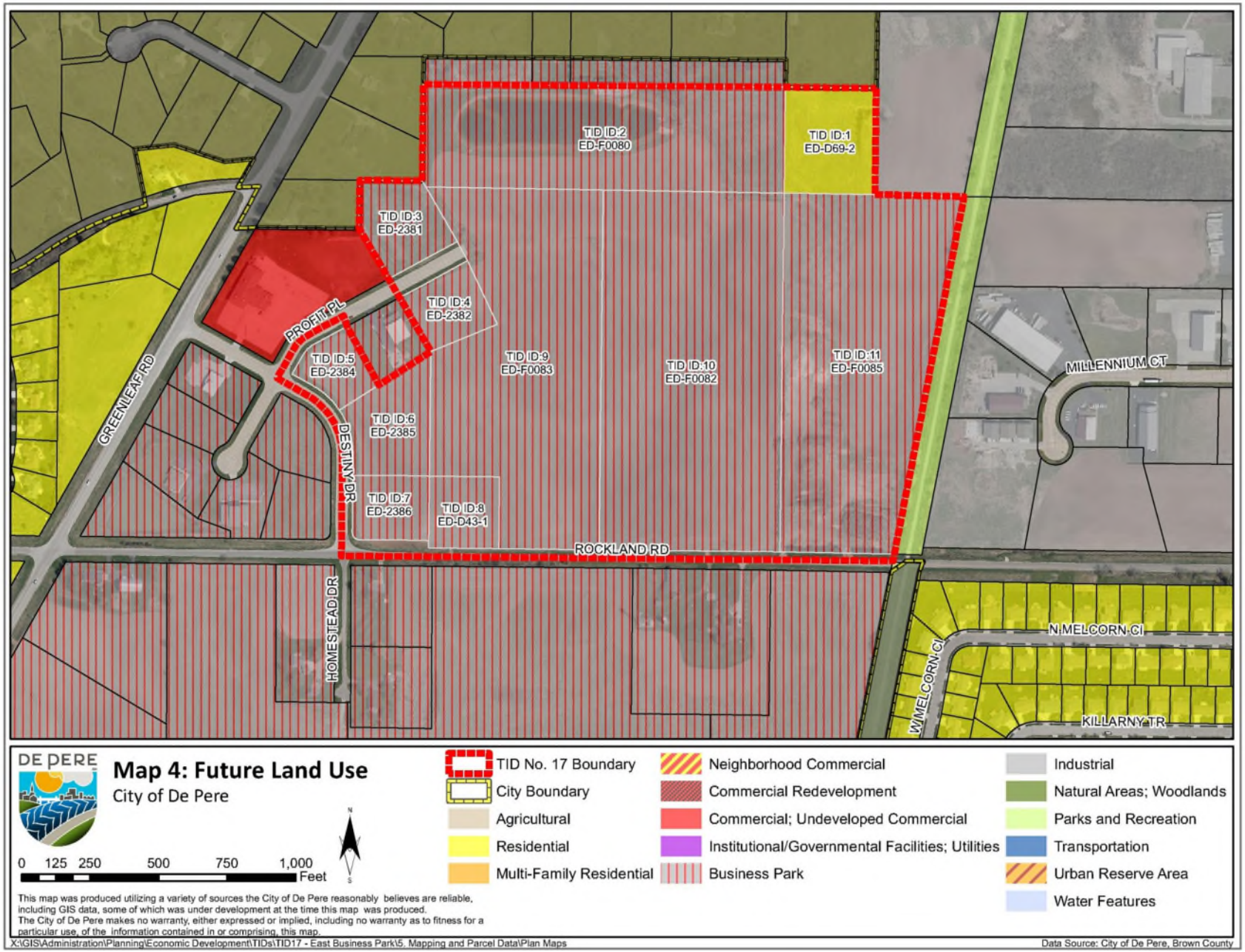
APPENDIX A: MAPS

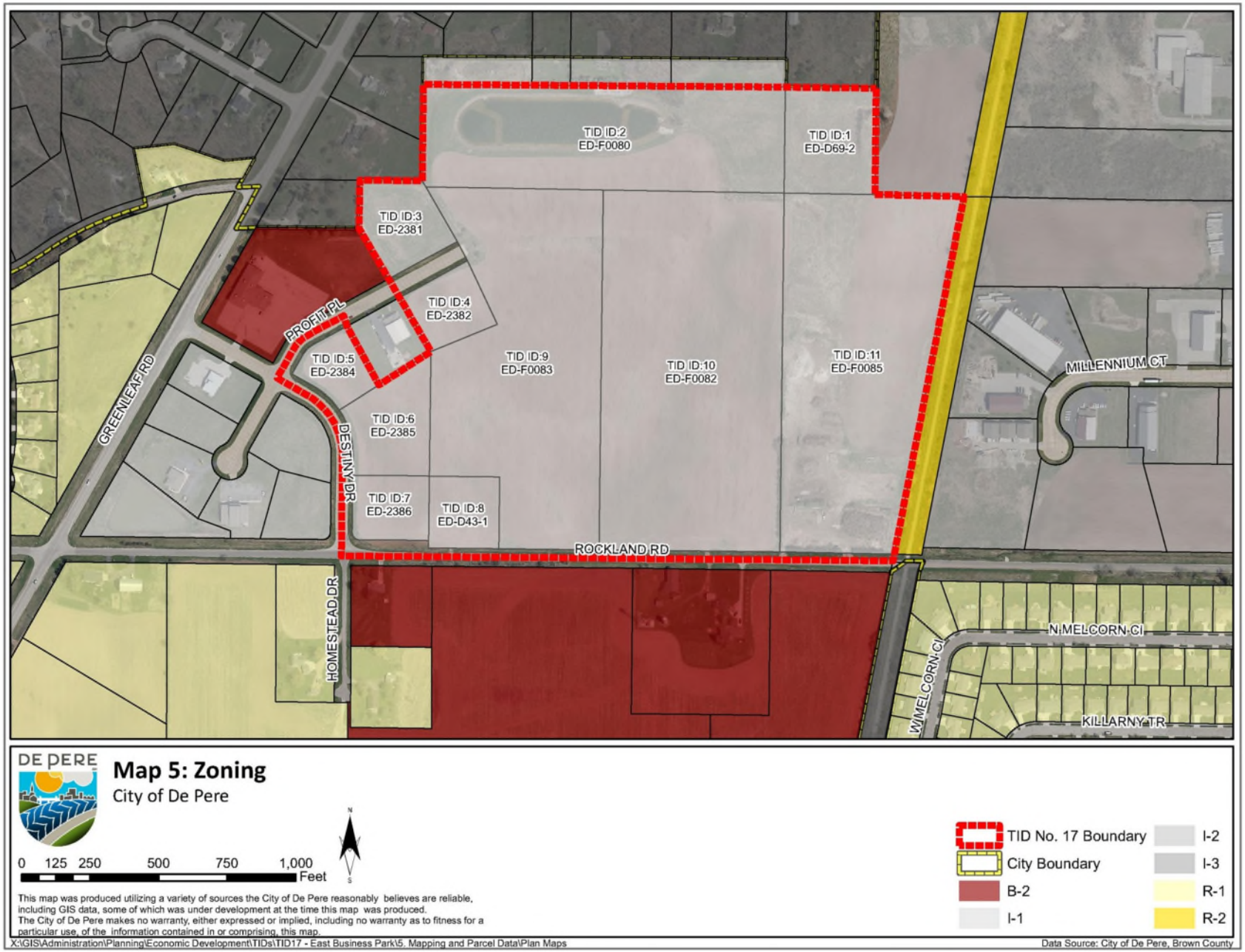
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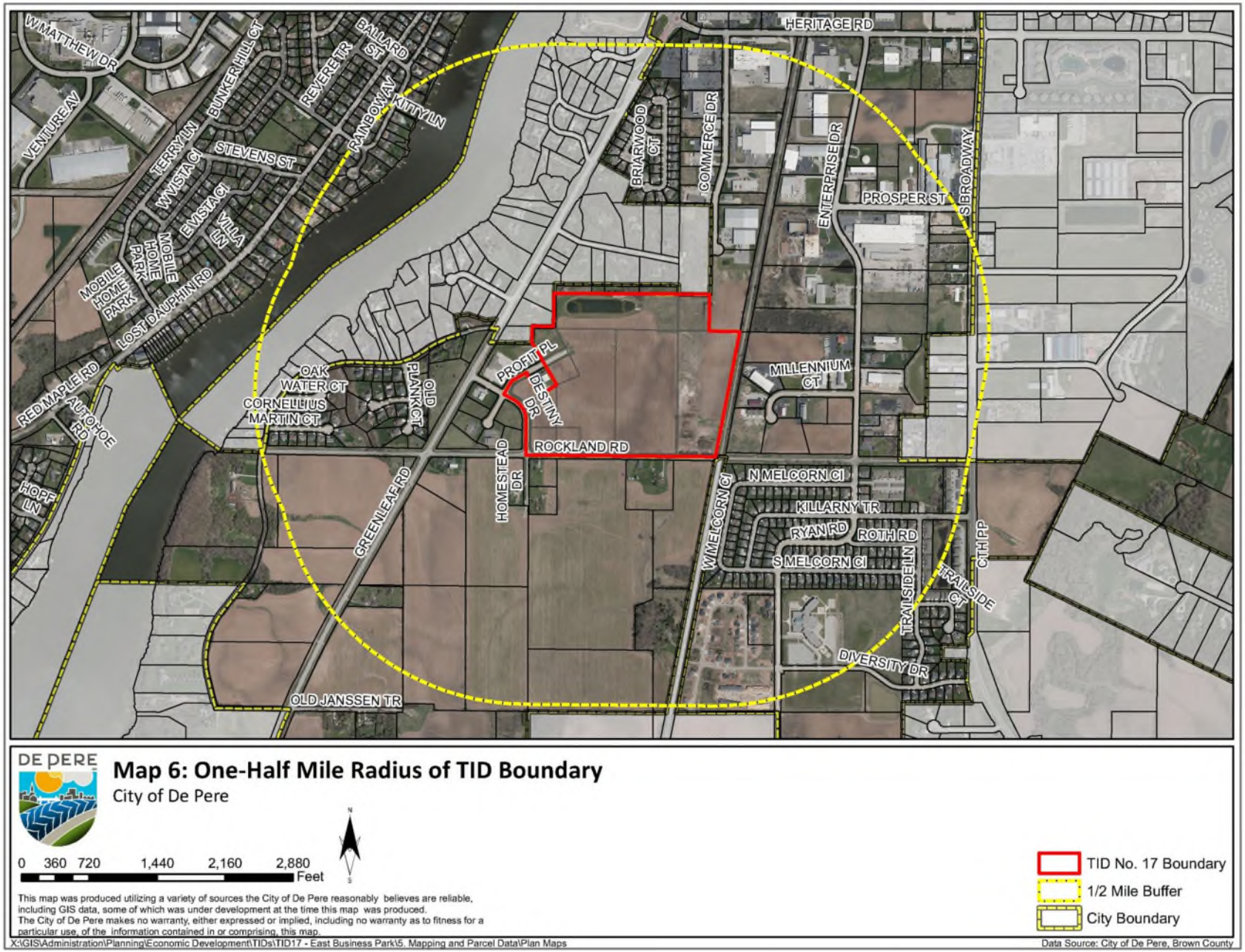

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TID ID:1
ED-D69-2
TID ID:3
ED-2381
TID ID:4
ED-2382
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ED-2384
TID ID:6
ED-2385
TID ID:7
ED-2386
TID ID:8
ED-D43-1
TID ID:9
ED-F0083
TID ID:10
ED-F0082
TID ID:11
ED-F0085
PROFIT PL
GREENLEAF RD
DESTINY DR
ROCKLAND RD
HOMESTEAD DR
MILLENNIUM CT
N MELCORN CI
W MELCORN CI
KILLARNY TR
DE PERE
Map 1: District Boundary Map
City of De Pere
TID No. 17 Boundary
TID No. 17 Parcel
Parcels
City Boundary
0 125 250 500 750 1,000
Feet
This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced.
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Data Source: City of De Pere, Brown County

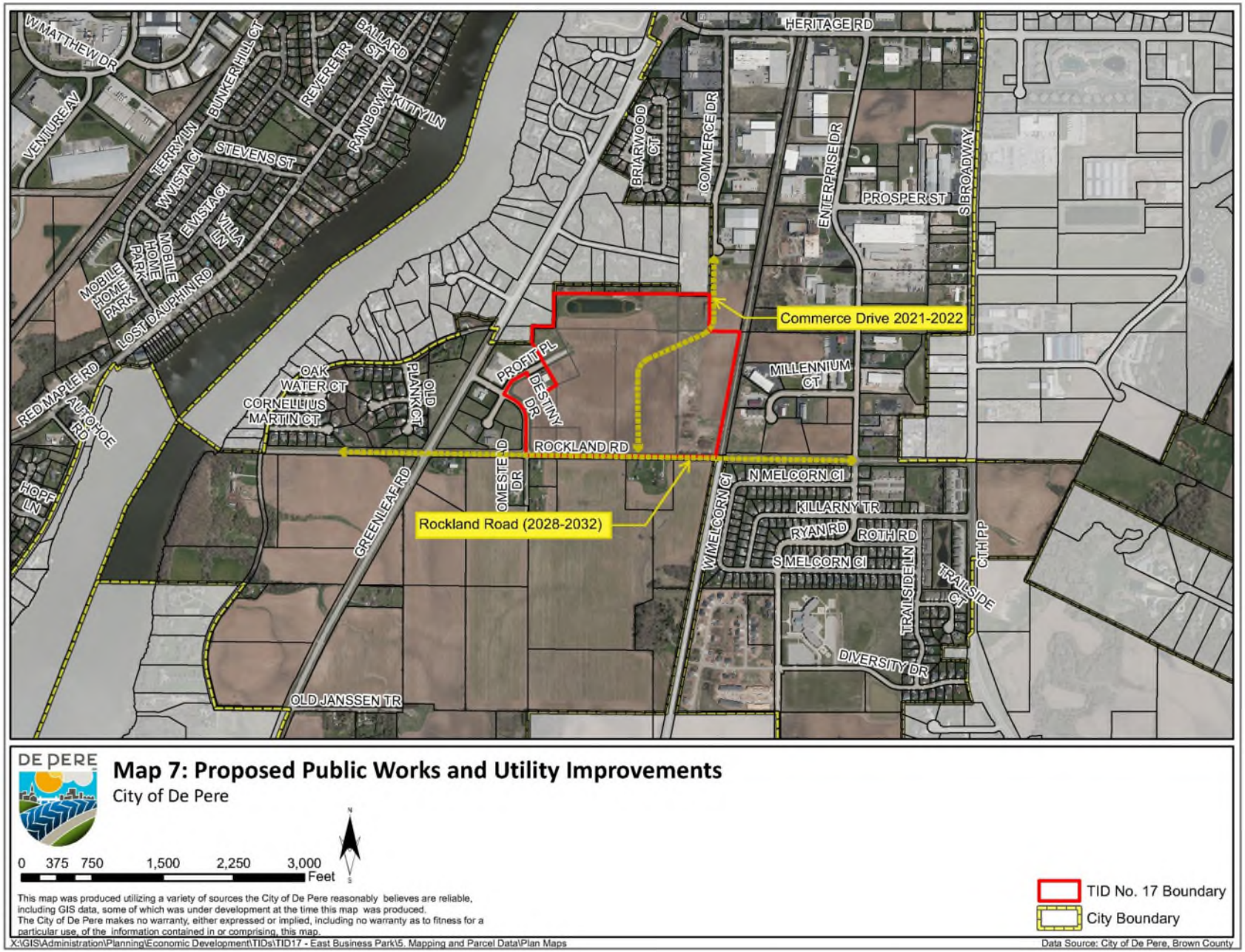

LOST DAUPHIN RD
SCHEURING RD
AUTUMN DR
GREENLEAF RD
HERITAGE RD
O'KEEFE RD
S ERIE ST
HERITAGE RD
SCOTCHWOOD RD
HARDWOODS CT
BRIARWOOD CT
COMMERCE DR
ENTERPRISE DR
S BROADWAY
PROSPER ST
GREENLEAF RD
PROFIT PL
DESTINY DR
MILLENNIUM CT
ROCKLAND RD
HOMESTEAD DR
N MELCORN CI
W MELCORN CI
RYAN RD
KILLARNY TR
CTH PP
DE PERE
RUNS DEEPER
Map 2: District Boundary with TID No. 10 Overlay
City of De Pere
0 250 500 1,000 1,500 2,000 2,500
Feet
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This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced.
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TID No. 17 Boundary
TID No. 10
File Path: X:\GIS\Administration\Planning\Economic Development\TIDs\Future TID Planning\East Park TID 2021
Data Source: City of De Pere, Brown County


TID ID:2
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TID ID:4
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TID ID:5
ED-2384
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ED-2385
TID ID:7
ED-2386
TID ID:8
ED-D43-1
PROFIT PL
GREENLEAF RD
DESTINY DR
ROCKLAND RD
HOMESTEAD DR
MILLENNIUM CT
N MELCORN CI
W MELCORN CI
KILLARNY TR
DE PERE
Map 3: Existing Land Use
City of De Pere
0 125 250 500 750 1,000
Feet
N
S
TID No. 17 Boundary
City Boundary
Residential
Commercial/Business
Industrial/Manufactoring
Social/Institutional
Travel/Movements
Assembly
Recreational
Agricultural/Natural
Other/Open Space
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Data Source: City of De Pere, Brown County


TID ID:2
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TID ID:1
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TID ID:3
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TID ID:4
ED-2382
PROFIT PL
GREENLEAF RD
TID ID:5
ED-2384
TID ID:9
ED-F0083
TID ID:10
ED-F0082
TID ID:11
ED-F0085
MILLENNIUM CT
TID ID:6
ED-2385
DESTINY DR
TID ID:7
ED-2386
TID ID:8
ED-D43-1
ROCKLAND RD
HOMESTEAD DR
N MELCORN CI
W MELCORN CI
KILLARNY TR
DE PERE
Map 4: Future Land Use
City of De Pere
0 125 250 500 750 1,000
Feet
TID No. 17 Boundary
City Boundary
Agricultural
Residential
Multi-Family Residential
Neighborhood Commercial
Commercial Redevelopment
Commercial; Undeveloped Commercial
Institutional/Governmental Facilities; Utilities
Business Park
Industrial
Natural Areas; Woodlands
Parks and Recreation
Transportation
Urban Reserve Area
Water Features
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Data Source: City of De Pere, Brown County


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TID ID:1
ED-D69-2
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TID ID:4
ED-2382
PROFIT PL
TID ID:5
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TID ID:11
ED-F0085
MILLENNIUM CT
GREENLEAF RD
TID ID:6
ED-2385
DESTINY DR
TID ID:7
ED-2386
TID ID:8
ED-D43-1
ROCKLAND RD
HOMESTEAD DR
N MELCORN CI
W MELCORN CI
KILLARNY TR
DE PERE
Map 5: Zoning
City of De Pere
0 125 250 500 750 1,000
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TID No. 17 Boundary
City Boundary
B-2
I-1
I-2
I-3
R-1
R-2
X:\GIS\Administration\Planning\Economic Development\TIDs\TID17 - East Business Park\5. Mapping and Parcel Data\Plan Maps
Data Source: City of De Pere, Brown County


W MATTHEW DR
VENTURE AV
BUNKER HILL CT
REVERE TR
BALLARD ST
RAINBOW AV
KITTY LN
TERRY LN
STEVENS ST
W VISTA CI
E VISTA CI
VILLA LN
MOBILE HOME PARK
MOBILE HOME PARK
LOST DAUPHIN RD
RED MAPLE RD
ALTOHOE RD
HOPF LN
OAK WATER CT
CORNELIUS MARTIN CT
PLANK CT
OLD
PROFIT PL
DESTINY DR
ROCKLAND RD
HOMESTEAD DR
GREENLEAF RD
OLD JANSSEN TR
HERITAGE RD
BRIARWOOD CT
COMMERCE DR
ENTERPRISE DR
S BROADWAY
PROSPER ST
MILLENNIUM CT
N MELCORN CI
W MELCORN CI
KILLARNY TR
RYAN RD
ROTH RD
S MELCORN CI
TRAILSIDE LN
TRAILSIDE CT
CTH PP
DIVERSITY DR
DE PERE
Map 6: One-Half Mile Radius of TID Boundary
City of De Pere
N
W
E
S
0 360 720 1,440 2,160 2,880
Feet
This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced.
The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map.
X:\GIS\Administration\Planning\Economic Development\TIDs\TID17 - East Business Park\5. Mapping and Parcel Data\Plan Maps
TID No. 17 Boundary
1/2 Mile Buffer
City Boundary
Data Source: City of De Pere, Brown County


W MATTHEW DR
VENTURE AV
BUNKER HILL CT
REVERE TR
BALLARD ST
RAINBOW AV
KITTY LN
TERRY LN
STEVENS ST
W VISTA CI
E VISTA CI
VILLA LN
MOBILE HOME PARK
MOBILE HOME PARK
LOST DAUPHIN RD
RED MAPLE RD
AUTOHOE RD
HOPF LN
OAK WATER CT
CORNELIUS MARTIN CT
PLANK CT
OLD
PROFIT PL
DESTINY DR
ROCKLAND RD
OMESTEAD DR
GREENLEAF RD
OLD JANSSEN TR
HERITAGE RD
BRIARWOOD CT
COMMERCE DR
ENTERPRISE DR
PROSPER ST
S BROADWAY
Commerce Drive 2021-2022
MILLENNIUM CT
Rockland Road (2028-2032)
N MELCORN CI
KILLARNY TR
RYAN RD
ROTH RD
S MELCORN CI
W MELCORN CI
CTH PP
TRAILSIDE CT
TRAILSIDE LN
DIVERSITY DR
DE PERE
Map 7: Proposed Public Works and Utility Improvements
City of De Pere
N
0 375 750 1,500 2,250 3,000
Feet
This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced.
The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map.
TID No. 17 Boundary
City Boundary
X:\GIS\Administration\Planning\Economic Development\TIDs\TID17 - East Business Park\5. Mapping and Parcel Data\Plan Maps
Data Source: City of De Pere, Brown County

APPENDIX B: FINANCIAL ATTACHMENTS

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TID Parcel Information List

TID No. 17

City of De Pere

Map ID	Basic Parcel Information					Supplemental Parcel Information (Place "X" In Column)										Current Assessment Information				Equalized DOR Full Value Assessment Information			
						0.017735858					Land Use Classification									100.00% Value			
	Parcel Number	Existing TID (x)	Owner	Overlapping TID	Lot GIS Acres	Rehab/ Conservation Status	Vacant (by assessment def)	Other Tax Exempt	Municipal Owned	Retail	Commercial/Mixed Use	Zoned/ Suitable Industrial	Residential (Current)	Residential (New Platted)	Manufacturing (DOR List)	Land Value	Improvement Value	Personal Property Value	Total Value	Land Value	Improvement Value	Personal Property Value	Total Value
1	ED-D69-2	1	DEPERE CITY OF	TID No. 10	2.945				X							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	ED-F0080	2	DEPERE CITY OF	TID No. 10	11.507				x							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	ED-2381	3	DEPERE CITY OF	TID No. 10	1.996				x							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	ED-2382	4	DEPERE CITY OF	TID No. 10	1.500				x							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	ED-2384	5	DEPERE CITY OF	TID No. 10	1.188				x							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	ED-2385	6	DEPERE CITY OF	TID No. 10	2.401				x							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	ED-2386	7	DEPERE CITY OF	TID No. 10	1.501				x							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	ED-D43-1	8	DEPERE CITY OF	TID No. 10	1.542				x							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	ED-F0083	9	DEPERE CITY OF	TID No. 10	15.609				x							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	ED-F0082	10	DEPERE CITY OF	TID No. 10	19.843				x							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11	ED-F0085	11	DEPERE CITY OF	TID No. 10	16.124				x							$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			Total Real Property		76.155	0.00	0.00	0.00	76.16	0.00	0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			Total ROW and Waterways		-76.155387	0%	0%	0%	100%	0%	0%	0%	0%	0%	0%			**Total Assessed Value**	**Zero**			Removal of Overlapping TID Values	
			Total TID Boundary																			**Total DOR Equalized Value**	**ZERO**

Table 1: Planned Project Costs

TID No. 17 — **Created/Revised: 2/18/2021**

	Type of Expenditure	Creation Amount	% Paid By: TID Project	% Paid By: Other	TID Costs Allocated to Project
A.	***Infrastructure Costs***				
	Commerce Drive - Phase 1A (Street/Trails)	$1,000,000	75%	25%	$750,000
	Commerce Drive - Phase 1B (Utility)	$1,000,000	75%	25%	$750,000
	Rockland Road- Phase 2A (Street/Trails)	$4,000,000	25%	75%	$1,000,000
	Rockland Road- Phase 2B (Utility)	$2,000,000	25%	75%	$500,000
	Street Resurfacing/Utility Work -Reserved	$0	100%	0%	$0
	Street Resurfacing/Utility Work - Reserved	$0	100%	0%	$0
	Total Capital Costs	**$8,000,000**			**$3,000,000**
B.	***Capital Improvement Cost***				
	Capital Improvement Cost - Phase 1	$100,000	100%	0%	$100,000
	Reserved	$0	100%	0%	$0
	Reserved	$0	100%	0%	$0
	Total TID Infrastructure	**$100,000**			**$100,000**
C.	***Site Development Costs***				
	Yard Waste Side Relocation	$25,000	100%	0%	$25,000
	Site Development Costs - Phase 3	$25,000	100%	0%	$25,000
	Reserved	$0	100%	0%	$0
	Total TID Site Development Costs	**$50,000**			**$50,000**
D.	***Land Acquisition & Assembly***				
	Land Acquisition & Assembly - Phase 1	$100,000	100%	0%	$100,000
	Reserved	$0	100%	0%	$0
	Reserved	$0	100%	0%	$0
	Total TID Land Acquisition & Assembly	**$100,000**			**$100,000**
E.	***Development Incentives Costs***				
	Development Incentives - Phase 1 Grant (Immel Request)	$855,000	100%	0%	$855,000
	Development Incentives - Phase 2 Grant	$200,000	100%	0%	$200,000
	Development Incentives - Phase 3 Grant	$200,000	100%	0%	$200,000
	Total TID Development Incentives	**$1,255,000**			**$1,255,000**
D.	***Professional Services***				
	Rockland Road Design Services	$300,000	100%	0%	$300,000
	Reserved	$25,000	100%	0%	$25,000
	Reserved	$25,000	100%	0%	$25,000
	Total TID Land Acquisition & Assembly	**$350,000**			**$350,000**
F.	***Discretionary Payments Costs***				
	TID No. 10 Donation	$350,000	100%	0%	$350,000
	Discretionary Payments	$0	100%	0%	$0
	Discretionary Payments	$0	100%	0%	$0
	Total TID Discretionary Payments	**$350,000**			**$350,000**
H.	***Administration Costs***				
	City Staff	$500,000	100%	0%	$500,000
	DOR Fees	$5,000	100%	0%	$5,000
	Audits	$10,000	100%	0%	$10,000
	Total TID Administration Costs	**$515,000**			**$515,000**
I.	***Organizational Costs***				
	Department of Revenue Submittal Fee	$1,500	100%	0%	$1,500
	Professional Fees	$0	100%	0%	$0
	City Staff & Publishing	$3,500	100%	0%	$3,500
	Total TID Organization Costs	**$5,000**			**$5,000**
J.	**Inflation**	**$345,000**			**$345,000**
	Total TID Project Costs	***$11,070,000***			**$6,070,000**
K.	***Financing Costs***				
	Total Interest, Fin. Fees, Less Cap. Interest (2021)	$406,505			$406,505
	Total Interest, Fin. Fees, Less Cap. Interest (2023)	$127,522			$127,522
	Total Interest, Fin. Fees, Less Cap. Interest (2029)	$425,459			$425,459
	Plus Capitalized Interest	$215,000			$215,000
	Total Financing Costs				**$1,174,486**
TOTAL TID EXPENDITURE					***$7,244,486***

Table 2: Tax Increment ProForma

TID No. 17 — **Created/Revised 2/18/2021**

Assumptions

TID Creation Date	**3/16/21**	Equalized Base Value	$ -
Valuation Date	**1/1/21**	Projected Tax Rate	0.017735858
Last Expenditure Date	**3/16/2036**	Annual Change in Tax Rate	1.25%
Termination Date	**3/16/2043**	Property Appreciation Rate	1.00%
TID Category	Mixed-Use	Construction Inflation Rate	1.00%

Construction Year	Valuation Year	TID Revenue Year	Previous Valuation	Inflation Increment	TIF Increment Construction/ Land*	TIF Increment PP	Total Valuation	Cumulative Increment	TIF Tax Rate	TIF Revenue	TID Revenue Year
2021	2022	2023	0	0	7,000,000	0	7,000,000	7,000,000	0.017736	$124,151	2023
2022	2023	2024	7,000,000	70,000	3,030,000	0	10,100,000	10,100,000	0.017958	$181,371	2024
2023	2024	2025	10,100,000	101,000	1,377,135	0	11,578,135	11,578,135	0.018182	$210,514	2025
2024	2025	2026	11,578,135	115,781	4,069,689	0	15,763,605	15,763,605	0.018409	$290,197	2026
2025	2026	2027	15,763,605	157,636	2,341,359	0	18,262,600	18,262,600	0.018639	$340,404	2027
2026	2027	2028	18,262,600	182,626	3,153,030	0	21,598,257	21,598,257	0.018872	$407,611	2028
2027	2028	2029	21,598,257	215,983	0	0	21,814,239	21,814,239	0.019108	$416,833	2029
2028	2029	2030	21,814,239	218,142	0	0	22,032,381	22,032,381	0.019347	$426,264	2030
2029	2030	2031	22,032,381	220,324	0	0	22,252,705	22,252,705	0.019589	$435,908	2031
2030	2031	2032	22,252,705	222,527	0	0	22,475,232	22,475,232	0.019834	$445,771	2032
2031	2032	2033	22,475,232	224,752	0	0	22,699,985	22,699,985	0.020082	$455,856	2033
2032	2033	2034	22,699,985	227,000	0	0	22,926,985	22,926,985	0.020333	$466,170	2034
2033	2034	2035	22,926,985	229,270	0	0	23,156,254	23,156,254	0.020587	$476,717	2035
2034	2035	2036	23,156,254	231,563	0	0	23,387,817	23,387,817	0.020844	$487,503	2036
2035	2036	2037	23,387,817	233,878	0	0	23,621,695	23,621,695	0.021105	$498,533	2037
2036	2037	2038	23,621,695	236,217	0	0	23,857,912	23,857,912	0.021369	$509,812	2038
2037	2038	2039	23,857,912	238,579	0	0	24,096,491	24,096,491	0.021636	$521,347	2039
2038	2039	2040	24,096,491	240,965	0	0	24,337,456	24,337,456	0.021906	$533,142	2040
2039	2040	2041	24,337,456	243,375	0	0	24,580,831	24,580,831	0.022180	$545,204	2041
2040	2041	2042	24,580,831	245,808	0	0	24,826,639	24,826,639	0.022457	$557,540	2042
Total				**$3,855,426**	**$20,971,213**	**$0**				**$8,330,850**	

Table 3:

Tax Increment Cash Flow

City of De Pere

TID No. 17

2/18/2021

Year	Beginning Balance	Revenues						Expenses							Annual Surplus (Deficit)	Balance After Surplus to Principal
		Capital Interest & Debt Reserve	Tax Increment Revenue	Computer Aid / State Grant / Other State Shared Revenue	Property Sales and Leases	City Advance	Total Revenues	Phase 1 Principle and Interest	Phase 2 Principle and Interest	Phase 3 Principle and Interest	Professional Services, Grants, Annual Admin,	City Payback	TID No. 10 Donation	Total Expenses		
2021	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0
2022	0	40,000	0	5,000	0	0	45,000	37,350	0	0	0	0	0	37,350	7,650	7,650
2023	7,650	40,000	124,151	5,000	0	47,000	216,151	198,511	0	0	25,000	0	0	223,511	(7,360)	290
2024	290	20,000	181,371	5,000	0	30,000	236,371	198,511	12,950	0	25,000	0	0	236,461	(90)	200
2025	200	15,000	210,514	5,000	0	53,000	283,514	198,511	60,055	0	25,000	0	0	283,566	(52)	148
2026	148	0	290,197	5,000	0	0	295,197	198,511	60,055	0	25,000	0	0	283,566	11,631	11,779
2027	11,779	0	340,404	5,000	0	0	345,404	198,511	60,055	0	25,000	0	0	283,566	61,838	73,617
2028	73,617	0	407,611	5,000	0	0	412,611	198,511	60,055	0	25,000	0	70,000	353,566	59,045	132,662
2029	132,662	0	416,833	5,000	0	0	421,833	198,511	60,055	0	25,000	0	140,000	423,566	(1,733)	130,929
2030	130,929	50,000	426,264	5,000	0	0	481,264	198,511	60,055	49,500	25,000	0	140,000	473,066	8,198	139,127
2031	139,127	50,000	435,908	5,000	0	0	490,908	198,511	60,055	211,238	25,000	0	0	494,805	(3,896)	135,231
2032	135,231	0	445,771	5,000	0	0	450,771	198,511	60,055	211,238	25,000	0	0	494,805	(44,034)	91,197
2033	91,197	0	455,856	5,000	0	0	460,856	198,511	60,055	211,238	25,000	0	0	494,805	(33,948)	57,249
2034	57,249	0	466,170	5,000	0	0	471,170	198,511	60,055	211,238	25,000	0	0	494,805	(23,634)	33,615
2035	33,615	0	476,717	5,000	0	0	481,717	198,511	60,055	211,238	25,000	0	0	494,805	(13,087)	20,527
2036	20,527	0	487,503	5,000	0	0	492,503	198,511	60,055	211,238	25,000	0	0	494,805	(2,301)	18,226
2037	18,226	0	498,533	5,000	0	0	503,533	0	60,055	211,238	25,000	29,987	0	326,280	177,252	195,478
2038	195,478	0	509,812	5,000	0	0	514,812	0	60,055	211,238	25,000	29,987	0	326,280	188,532	384,010
2039	384,010	0	521,347	5,000	0	0	526,347	0	0	211,238	25,000	29,987	0	266,225	260,121	644,131
2040	644,131	0	533,142	5,000	0	0	538,142	0	0	211,238	25,000	29,987	0	266,225	271,917	916,048
2041	916,048	0	545,204	5,000	0	0	550,204	0	0	211,238	25,000	29,987	0	266,225	283,979	1,200,027
2042	1,200,027	0	557,540	5,000	0	0	562,540	0	0	211,238	25,000	0	0	236,239	326,300	1,526,328
Total		$ 175,000	$ 8,330,850	$ 105,000	$ -	$ 130,000	$ 8,780,850	$ 2,816,505	$ 853,722	$ 2,584,359	$ 500,000	$ 149,935	$ 350,000	$ 7,254,522		

Other Expenses include: Site Development Costs, Professional Services, Discretionary Spending, Administration Costs, and Organizational Costs.

TID No. 10 Donation could require the TID No. 10 standard 3-year extension or 3-year tech college extension. TID No. 10 Closure 08/07/2032

Table 4: Financing Summary

TID No. 17 **Created/Revised: 2/18/2021**

TID Activities	Phase 1 1/1/2021	Phase 2 1/1/2023	Phase 3 1/1/2029	Paid with TID Revenue	Total
A. Infrastructure	$1,500,000	$0	$1,500,000	$0	$3,000,000
B. Capital Costs	$0	$100,000	$0	$0	$100,000
C. Site Development Costs	$0	$25,000	$25,000	$0	$50,000
D. Land Acquisition & Assembly	$0	$0	$0	$100,000	$100,000
E. Development Incentives (less land grants)	$855,000	$200,000	$200,000	$0	$1,255,000
F. Professional Services	$0	$325,000	$25,000	$0	$350,000
G. Discretionary Payments	$0	$0	$0	$350,000	$350,000
H. Administration Costs	$0	$0	$0	$515,000	$515,000
I. Organizational Costs	$5,000	$0	$0	$0	$5,000
Subtotal	**$2,360,000**	**$650,000**	**$1,750,000**	**$965,000**	**$5,725,000**
J. Inflation Factor Cost Adj. @ 2% per year	$0	$40,000	$305,000		$345,000
Grants	$0	$0	$0		$0
Reduction for Land Sale Revenue	$0	$0	$0		$0
Total Cost For Borrowing	**$2,360,000**	**$690,000**	**$2,055,000**		**$6,070,000**
Capitalized Interest	$80,000	$35,000	$100,000		$215,000
Financing Fees (2%)	$47,200	$13,800	$41,100		$102,100
Debt Reserve	$0	$0	$0		$0
Subtotal	$2,487,200	$738,800	$2,196,100		$5,422,100
Less Interest Earned	$0	$0	$0		$0
BORROWING REQUIRED	**$2,487,200**	**$738,800**	**$2,196,100**		**$5,422,100**
BORROWING AMOUNT	**$2,490,000**	**$740,000**	**$2,200,000**		**$5,430,000**

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Table 5A: Debt Service Plan - Phase 1

City of De Pere

TID No. 17

Bond Issue

2/18/2021

Principal: (rounded to $5,000)	**$2,490,000**	**Project Cost:**	**$2,360,000**
Interest Rate:	**1.50%**	**Finance Fees:**	**$47,200**
Term (Years):	**15**	**Interest Earned:**	
# of Principal Payments:	**14**	**Capitalized Interest:**	**$80,000**
Date of Issue:	**1/1/2021**	**Total TID Cost of Loan:**	**$2,736,505**

Year	Principal Payment #	Unpaid Principal	Principal Payment	Interest Payment	Total Payment	Apply Surplus to Principal
2021	0	$2,490,000	$0	$0	$0	$0
2022	0	$2,490,000	$0	$37,350	$37,350	$0
2023	1	$2,490,000	$161,161	$37,350	$198,511	$0
2024	2	$2,328,839	$163,578	$34,933	$198,511	$0
2025	3	$2,165,260	$166,032	$32,479	$198,511	$0
2026	4	$1,999,228	$168,523	$29,988	$198,511	$0
2027	5	$1,830,706	$171,050	$27,461	$198,511	$0
2028	6	$1,659,655	$173,616	$24,895	$198,511	$0
2029	7	$1,486,039	$176,220	$22,291	$198,511	$0
2030	8	$1,309,818	$178,864	$19,647	$198,511	$0
2031	9	$1,130,955	$181,547	$16,964	$198,511	$0
2032	10	$949,408	$184,270	$14,241	$198,511	$0
2033	11	$765,138	$187,034	$11,477	$198,511	$0
2034	12	$578,104	$189,840	$8,672	$198,511	$0
2035	13	$388,264	$192,687	$5,824	$198,511	$0
2036	14	$195,577	$195,577	$2,934	$198,511	$0
2037	15	$0	$0	$0	$0	$0
2038	16	$0	$0	$0	$0	$0
2039	17	$0	$0	$0	$0	$0
2040	18	$0	$0	$0	$0	$0
2041	19	$0	$0	$0	$0	$0
2042	0	$0	$0	$0	$0	$0
Total			**$2,490,000**	**$326,505**	**$2,816,505**	**$0**

Table 5B: Debt Service Plan - Phase 2

City of De Pere

TID No. 17

Bond Issue

2/18/2021

Principal: (rounded to $5,000)	**$740,000**	**Project Cost:**	**$690,000**
Interest Rate*:	**1.75%**	**Finance Fees:**	**$13,800**
Term (Years):	**15**	**Interest Earned:**	**$0**
# of Principal Payments:	**14**	**Capitalized Interest:**	**$35,000**
Date of Issue:	**1/1/2023**	**Total TID Cost of Loan:**	**$818,722**

Year	Principal Payment #	Unpaid Principal	Principal Payment	Interest Payment	Total Payment	Apply Surplus to Principal
2021	0	$0	$0	$0	$0	$0
2022	0	$0	$0	$0	$0	$0
2023	0	$740,000	$0	$0	$0	$0
2024	0	$740,000	$0	$12,950	$12,950	$0
2025	1	$740,000	$47,105	$12,950	$60,055	$0
2026	2	$692,895	$47,929	$12,126	$60,055	$0
2027	3	$644,965	$48,768	$11,287	$60,055	$0
2028	4	$596,197	$49,622	$10,433	$60,055	$0
2029	5	$546,575	$50,490	$9,565	$60,055	$0
2030	6	$496,085	$51,374	$8,681	$60,055	$0
2031	7	$444,712	$52,273	$7,782	$60,055	$0
2032	8	$392,439	$53,187	$6,868	$60,055	$0
2033	9	$339,251	$54,118	$5,937	$60,055	$0
2034	10	$285,133	$55,065	$4,990	$60,055	$0
2035	11	$230,068	$56,029	$4,026	$60,055	$0
2036	12	$174,039	$57,009	$3,046	$60,055	$0
2037	13	$117,029	$58,007	$2,048	$60,055	$0
2038	14	$59,022	$59,022	$1,033	$60,055	$0
2039	15	$0	$0	$0	$0	$0
2040	16	$0	$0	$0	$0	$0
2041	17	$0	$0	$0	$0	$0
2042	18	$0	$0	$0	$0	$0
Total			**$740,000**	**$113,722**	**$853,722**	**$0**

Table 5C: Debt Service Plan - Phase 3

City of De Pere

TID No. 17

Bond Issue

2/18/2021

Principal: (rounded to $5,000)	**$2,200,000**	**Project Cost:**	**$2,055,000**
Interest Rate*:	**2.25%**	**Finance Fees:**	**$41,100**
Term (Years):	**14**	**Interest Earned:**	**$0**
# of Principal Payments:	**12**	**Capitalized Interest:**	**$100,000**
Date of Issue:	**1/1/2029**	**Total TID Cost of Loan:**	**$2,484,359**

Year	Principal Payment #	Unpaid Principal	Principal Payment	Interest Payment	Total Payment	Apply Surplus to Principal
2021	0	$0	$0	$0	$0	$0
2022	0	$0	$0	$0	$0	$0
2023	0	$0	$0	$0	$0	$0
2024	0	$0	$0	$0	$0	$0
2025	0	$0	$0	$0	$0	$0
2026	0	$0	$0	$0	$0	$0
2027	0	$0	$0	$0	$0	$0
2028	0	$0	$0	$0	$0	$0
2029	0	$2,200,000	$0	$0	$0	$0
2030	0	$2,200,000	$0	$49,500	$49,500	$0
2031	1	$2,200,000	$161,738	$49,500	$211,238	$0
2032	2	$2,038,262	$165,377	$45,861	$211,238	$0
2033	3	$1,872,884	$169,098	$42,140	$211,238	$0
2034	4	$1,703,786	$172,903	$38,335	$211,238	$0
2035	5	$1,530,883	$176,793	$34,445	$211,238	$0
2036	6	$1,354,089	$180,771	$30,467	$211,238	$0
2037	7	$1,173,318	$184,839	$26,400	$211,238	$0
2038	8	$988,480	$188,997	$22,241	$211,238	$0
2039	9	$799,482	$193,250	$17,988	$211,238	$0
2040	10	$606,232	$197,598	$13,640	$211,238	$0
2041	11	$408,634	$202,044	$9,194	$211,238	$0
2042	12	$206,590	$206,590	$4,648	$211,238	$0
Total			**$2,200,000**	**$384,359**	**$2,584,359**	**$0**

APPENDIX C: RESOLUTIONS, NOTICES, MINUTES, AND OTHER ATTACHMENTS

DRAFT

Item 3: Creation of Tax Increment District (TID) No. 17 –Mixed Use TID
Public Hearing, Project Plan Review, & Resolution*

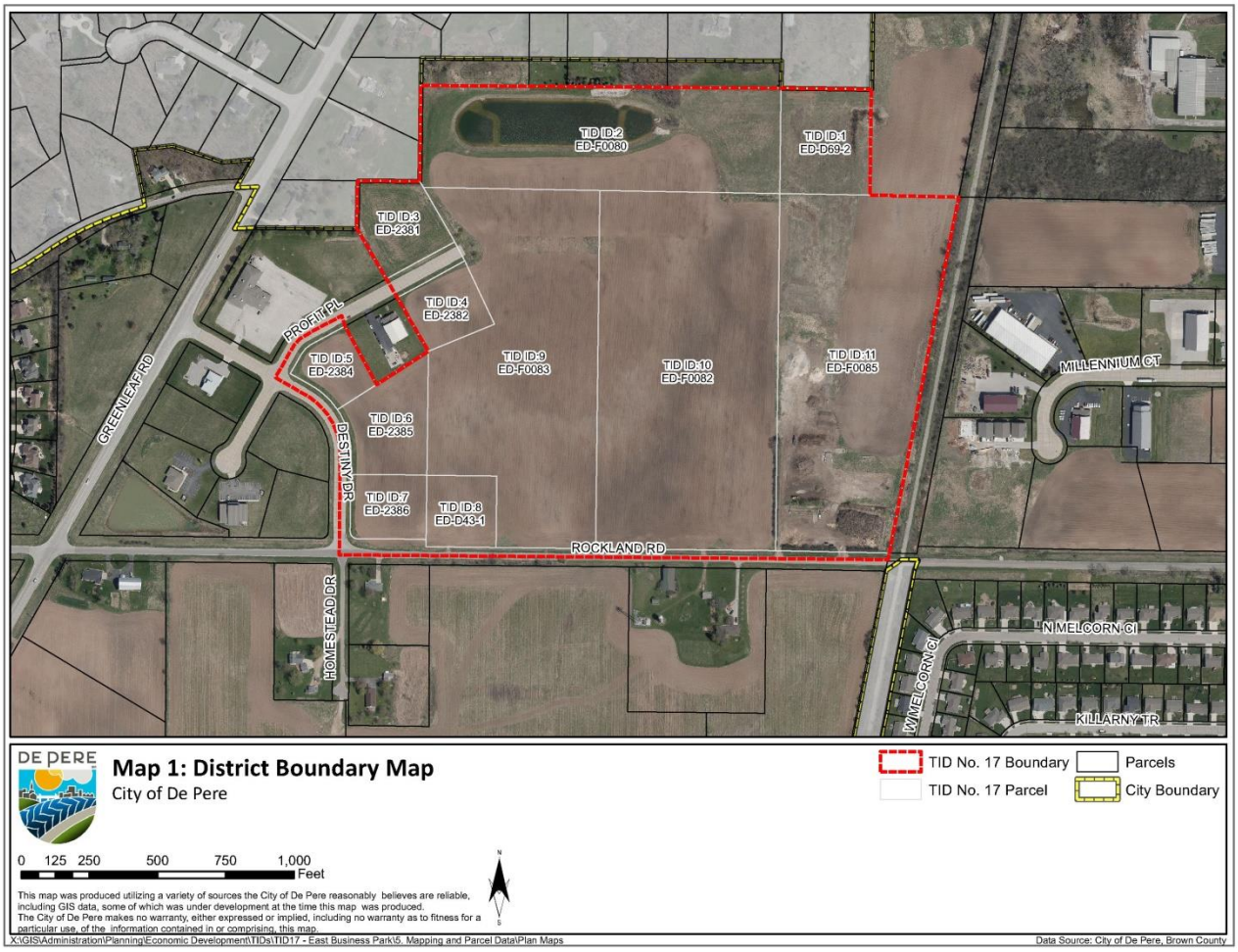
Project Description:
Tax Incremental District No. 17 ("TID No.17") is being created as an overlap of Tax Incremental District No. 10 (TID No. 10). TID No. 10 was created on August 7, 2012 and is expected to terminate (absent extension) ending August 7, 2032. The City created TID No. 10 to spur the development of the southern portion of the East Industrial Park and help facilitate the development of the Southern Bridge project; however, as the Southern Bridge project continued to delay, the prospect of developing TID No. 10 became more challenging as businesses are reluctant to locate into a park that does not have immediate interstate access and requires their raw goods and finished products to cross through a congested downtown bridge.

Businesses now have a renewed vigor for this area with the announcement of the Southern Bridge preferred route from I-41 to County Highway GV. Specifically, the City has a large proposed development utilizing property currently located in TID No. 10 that will require TIF incentives to spur the development and facilitate the construction of the extension of Commerce Drive. The projected construction schedule for this proposed development has a completion date of mid-2022. The two-year delay between private development construction completion increment revenue leaves little time to create enough increment to repay the required incentives and infrastructure. Therefore a new TID is necessary to accomplish the development. TID No. 17 would also assist Brown County in funding the portion of the Southern Bridge project adjacent to and with a half-mile of the TID No. 17 Boundary.

Unfortunately, due to changes in manufacturing assessments and recent sales of private property at a reduced rate, TID No. 10 saw a reduction of 33.5% in increment value from 2019 ($10,358,000) to 2020 ($6,886,100) without any major changes to businesses. Finally, large reductions in the overlaying jurisdictional tax rates negatively impacted TID No. 10; therefore, to compensate TID No. 17 will also be a donor to TID No. 10 (east De Pere saw a combined 18.5% reduction in mill rates over the past two years).

The TID is being created as a "Mixed-Use District" that intends to be a composite of commercial and manufacturing. The instant focus of this District is to facilitate the proposed manufacturing development that makes up several current parcels. This proposed 350,000 square foot development has a projected cost of $19 million and will require TIF incentives and the extension of Commerce Drive. This major project will have a guaranteed assessed value of approximately $10 million and bring additional employees to the City. A Payment in Lieu of Taxes will be required if the property falls below the guaranteed addressed value or revenue during the life of the TID.

Figure 1 – TID No.17 Proposed Boundary



Process:
The Public Hearing for TID No.17 will occur at the Plan Commission at this meeting (February 22, 2021). The Plan Commission will make a motion on the resolution that will be forwarded to Common Council. Common Council will also review and make a motion on a resolution (anticipated March 16, 2021). Then the Joint Review Board will meet to review and make a decision on the formation of the TID.

Recommendation:
Staff recommends approval of the Resolution recommending adoption of the TID No.17 Project Plan and District Boundary and asks that it be submitted to the Common Council for its approval following the statutory requirements.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 16, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Resolution #21-35 Authorizing Agreement Regarding the Sale/Purchase, Right of First Refusal and Repurchase of Certain Property Between the City of De Pere and Green Bay Packaging, Inc.**

ATTACHMENTS:

- Reso21-35 (PDF)
- Purchase and Sale Agreement - American Blvd. De Pere (Lot 1 Outlot 2) - vFINAL 3.5.2021 (PDF)

RESOLUTION #21-35

AUTHORIZING AGREEMENT REGARDING THE SALE/PURCHASE, RIGHT OF FIRST REFUSAL AND REPURCHASE OF CERTAIN PROPERTY BETWEEN THE CITY OF DE PERE AND GREEN BAY PACKAGING INC.

WHEREAS, Green Bay Packaging Inc. ("Developer") wishes to enter into an agreement to purchase an 18 acre parcel of Business Park property located in Tax Incremental Financing District #12 (TID #12), adjacent to property currently owned by Developer, to facilitate future expansion of Developer's manufacturing facility and business operations ("Development Project"); and

WHEREAS, Wis. Stats. §66.1105(2)(f), authorizes the expenditure of allowable project costs, such as site assembly reimbursement grant incentives and development grant incentives, when made pursuant to a signed development agreement, for the benefit of industrial and other development within its TID Districts; and

WHEREAS, the intended Development Project is consistent with the Project Plan for the TID #12 and will be beneficial to the City; and

WHEREAS, Developer's ability to commence the Development Project is contingent upon the City's commitment to provide development grant reimbursement incentives, pursuant to the terms set forth in the attached Agreement Regarding the Sale/Purchase, Right of First Refusal and Repurchase of Certain Property Between the City of De Pere and Green Bay Packaging, Inc.; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement Regarding the Sale/Purchase, Right of First Refusal and Repurchase of Certain Property Between the City of De Pere and Green Bay Packaging Inc., as is attached hereto and incorporated by reference as Exhibit 1, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of March, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 12/8/2020

AGREEMENT REGARDING THE SALE/PURCHASE, RIGHT OF FIRST REFUSAL, AND REPURCHASE OF CERTAIN PROPERTY BETWEEN THE CITY OF DE PERE AND GREEN BAY PACKAGING INC.
(Parcels WD-L492-B-3 and WD-L492-2)

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Green Bay Packaging Inc., a Wisconsin corporation ("Developer").

RECITATIONS

WHEREAS, pursuant to Wis. Stats. §66.1105, the City has created Tax Incremental Financing District #12 (TID #12 or District) as and for the benefit of industrial and other development within the District; and

WHEREAS, Developer owns a 20 acre parcel (together with an adjacent vacant 21.834 acre parcel acquired from the City in 2016 for expansion purposes) in the City's Southbridge Business Park at 2275 American Boulevard which is used for manufacturing purposes (the "Current Site"); and

WHEREAS, City owns approximately 19 acres of Business Park property within TID #12 and adjacent to the Current Site which the City is interested in selling to Developer to facilitate a future expansion of the Current Site for Business Park purposes; and

WHEREAS, Developer is interested in purchasing such City property and desires to enter into an agreement to purchase the same for purposes of future expansion of its manufacturing facility; and

WHEREAS, Developer's intended facility expansion is consistent with the Project Plan for TID #12 and will be beneficial to the City; and

WHEREAS, allowable project costs under Wis. Stats. §66.1105(2)(f) include, among other things, site assembly and development grant incentives, when made pursuant to a signed development agreement; and

WHEREAS, Developer's ability to develop this expansion site would not be viable, and this development would not occur but for the City's commitment to provide development grant reimbursement incentives to pay for rail spur removal/site development costs and assist in costs associated with site assembly; and

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

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

I. PURCHASE OF REAL ESTATE. The Developer agrees to purchase, and City agrees to sell the below described real estate located easterly of the Current Site upon the terms and conditions that follow:

A. Property to be transferred.

1. Fee Parcels

The Fee Parcels are comprised of Lot 1 and Outlot 2 as shown on the attached Certified Survey Map, incorporated herein by reference as Exhibit A, legally described as:

> *Lot 1*
> Lot 1, *Certified Survey Maps, Map Number 9279, Document Number, 2946655, recorded on February 25, 2021, being all of Lot 2, Volume 62 of Certified Survey Maps, Page 67, Map Number 8721, Document Number 2762431, being part of Lots 118, 119, 120, and 121, Williams Grant Subdivision, Volume 6 of Plats, Page 13, City of De Pere, Brown County, Wisconsin (4.412 acres), hereinafter referred to as "Lot 1."*

Outlot 2

Outlot 2, Certified Survey Maps, Map Number 9279, Document Number, 2946655, recorded on February 25, 2021, being all of Lot 2, Volume 62 of Certified Survey Maps, Page 67, Map Number 8721, Document Number 2762431, being part of Lots 118, 119, 120, and 121, Williams Grant Subdivision, Volume 6 of Plats, Page 13, City of De Pere, Brown County, Wisconsin (13.616 acres), hereinafter referred to as "Outlot 2".

References to Lot 1 and Outlot 2 are specific to said Lot or Outlot while references to the Fee Parcels refer to both unless otherwise specified.

2. Rail Spur Parcel (Parcel WD-L492-B-3)

The Rail Spur Parcel is comprised of Outlot 1 as shown on the attached Certified Survey Map, incorporated herein by reference as Exhibit B, and legally described as:

Outlot 1, Volume 52 of Certified Survey Maps Page, 42, Map Number 7575, Document Number 2282341, being a part of Lot 2, Volume 40 of Certified Survey Maps, page 167, Map Number 6087, located in Lots 106, 107, 118 and 119, Williams Grant Subdivision, Township 22 North, Range 20 East, City of De Pere, Brown County, Wisconsin (1.051 acres), hereinafter referred to as the "Rail Spur Parcel".

The Parties acknowledge that the Rail Spur Lot is subject to certain terms and conditions imposed by the following agreements which must be satisfied prior to the transfer of the Rail Spur Parcel to Developer:

a. Industry Track Agreement WCR-218 dated September 4, 2007 between Wisconsin Central LTD and the City of De Pere (the "CN Agreement"); and

b. Transportation Economic Assistance Agreement – Rail (Identification Number 4985-02-71) between the City of De Pere and the Wisconsin Department of Transportation (the "TEA Grant Agreement").

All costs and expenses incurred with City's satisfaction of conditions in the above Agreements, including removal of rail spur improvements and reimbursement of grant monies and rail salvage payments to the State of Wisconsin, shall be paid by the City as TID #12 grant reimbursement incentives to Developer.

3. **Purchase Price.** The purchase price for the Fee Parcels and for the Rail Spur Parcel (together referenced as the "Sale Property") shall be twenty thousand and no/100 dollars ($20,000.00) per acre, for a total purchase price of three hundred eighty-one thousand, five hundred sixty and no/100 ($381,560.00). The parties acknowledge that the purchase price for similarly situated Business Park property is customarily forty thousand and no/100 ($40,000.00) per acre and that the twenty thousand and no/100 ($20,000.00) per acre selling price represents a Tax Increment Financing site assembly grant incentive to Developer of three hundred eighty-one thousand, five hundred sixty and no/100 dollars ($381,560.00) toward its purchase of the Sale Property.
4. **Municipal Improvements and Utilities.** Municipal improvements including water, sanitary sewer, concrete road and curb and gutter serve the Current Site and may be extended by Developer from their existing location onto the Sale Property. Additionally, such municipal improvements are available by extension from their current location in Biotech Way onto the Sale Property. Any expansion or extension of improvements onto the Sale Property shall be Developer's responsibility. Should Developer pursue additional development on Outlot 2 in addition to that described in Paragraph II.B or pursue development of Lot 1 under Paragraph II.C, City agrees to work with Developer to construct on-site storm water facilities required by such development, including providing TID incentives therefore, all as to be determined by the scope of said development, the

ability of the TID to assist in such endeavor, and the approval by the City Common Council thereof.

5. **Private Improvements.** Developer shall be responsible for extension or expansion of electrical and telecommunication services onto the Sale Property.

6. **Current Use of the Sale Property.**

   a. **Fee Parcels.** Developer acknowledges that at the time this Agreement is entered into, the City has been actively involved in ensuring the Fee Parcels remain worked by leasing the Feel Parcels to a local farmer for crop production purposes. Developer acknowledges that the Fee Parcels are therefore subject to a Lease for purposes of crop production. City shall provide Developer with a copy of that Lease (entitled "*Farm Lease – 67 Acres Along American Blvd.- Clint Bodart, Lessee-dated 10/20/2019*). City shall provide the Lessee with notice that the Fee Parcels are being transferred to Developer and therefore is, as of the date of closing, no longer subject to the City's Lease. If requested by Developer, City shall assist in obtaining its Lessee's consent to assignment of the Farm Lease as it pertains to the Fee Parcels, to Developer.

   b. **Rail Spur Parcel.** Developer acknowledges that the current Rail Spur Parcel was constructed in order for the City's rail spur line to be extended for future rail transportation purposes. Such extension has

not occurred and the Rail Spur Property has not been used for rail transportation.

B. CLOSING PROCEDURE.

1. **Closing Dates.** Closing on the property transfers shall occur as follows:
    a. **Fee Parcels.** Closing on the Fee Parcels shall take place on or before March 31, 2021, at De Pere City Hall unless the parties otherwise agree in writing. The purchase price for the Fee Parcels is three hundred sixty thousand five hundred sixty and no/100 ($360,560.00).
    b. **Rail Spur Parcel.** Closing on the Rail Spur Parcel shall occur at a mutually agreeable place and time within 30 days of the satisfaction of the CN Agreement and the TEA Agreement requirements identified in Paragraph I.A.2. The purchase price for the Rail Spur Parcel is twenty-one thousand and no/100 ($21,000.00).
2. **Conditions Precedent to Closing.** The following shall constitute contingencies and conditions precedent to Developer's obligation to close on its purchase of the Sale Property, each of which must be satisfied or waived in writing by Developer prior to closing:
    a. **Certified Survey Map.** City has had a Certified Survey Map of the Sale Property prepared by a certified surveyor which has been recorded with the Brown County Register of Deeds.
    b. **Evidence of Title/Title Defects.** City shall at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of

the commitment of such title insurance to Developer at least seven (7) days prior to closing. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the property to be marketable. City shall, at its cost and expense, cause the deletion of all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. If Developer gives City notice of any title defects prior to the closing which are not acceptable, or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option.

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

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

i. Municipal and zoning ordinances providing the same do not restrict or interfere with the intended use of the property.

ii. Easements of record provided the same do not restrict or interfere with the intended use of the property.

iii. Obligations contained in this Agreement.

e. Rail Spur Parcel to be Combined on Recording of Transfer. The warranty deed conveying the Rail Spur Parcel shall provide that the northerly 590.24 feet of said Parcel be combined with Lot 1, and the remaining 415.38 feet combined with Outlot 2. Upon and after the combination of parcels, any reference herein or otherwise to the Fee Parcels, individually or collectively is a reference to said property as combined with the Rail Spur Parcel.

f. Access Prior to Closing. City shall permit Developer access to the Sale Property prior to closing thereon at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to hold City harmless for any and all injury that may occur to Developer, its agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above referenced persons occasioned as a result of Developer's site examination and testing activities as contemplated by this section.

The hold harmless provision of this paragraph is intended to include all costs of defense, including reasonable attorney fees.

C. **Right of First Refusal.** Upon the closing on the transfer of the Fee Parcels, City is hereby granted a Right of First Refusal to repurchase Lot 1 from Developer. At such time as the Rail spur Parcel is transferred to Developer and combined with the Fee Parcels, this Right of First Refusal shall pertain to Lot 1 as so modified by the parcel combination. The Right of First Refusal shall be in effect during the ten (10) year period given Developer under Paragraph II.C.1. to submit a development site plan to the City Plan Commission ("the Right of First Refusal Period") for development of Lot 1. The Right of First Refusal shall be on the terms and conditions set forth below and shall terminate upon the substantial improvement of Lot 1 under Paragraph II.D. or City repurchase of Lot 1 under Paragraph II.F.

1. **Third Party Offer.** At any time during the Right of First Refusal Period, Developer shall, upon receipt of any bona fide written offer to purchase Lot 1 by a third party that Developer otherwise intends to accept (the "Third Party Offer"), give City notice of such Third Party Offer by providing City with a copy thereof. Upon receipt of such Third Party Offer, City may exercise its right to repurchase Lot 1 from Developer by informing Developer of the same, in writing within ten (10) business days of the receipt of the Third Party Offer.

2. **Re-conveyance of Lot 1.** In the event of City's exercise of its rights under Paragraph I.C.1 above, Developer shall convey Lot 1 to City free and clear of all encumbrances. The repurchase price to be paid by City shall be the price paid by

Developer under this Agreement for Lot 1, less real property taxes due and liens or judgments of record. Developer shall provide a title commitment in the name of the City, meeting the standards of Paragraph I.B.2.b, and shall also pay all closing costs customarily paid by seller, such as prorated taxes and property transfer fees. The closing on the City's repurchase of Lot 1 shall take place within sixty (60) days of City's exercise of its Right of First Refusal, unless the parties mutually agree otherwise in writing.

3. **Failure to Exercise Right of First Refusal.** City's failure to exercise its Right of First Refusal within such ten (10) business day period of being provided notice thereof shall result in the Right of First Refusal lapsing and all rights of City in the same becoming null and void.

D. **Repurchase of Lot 1.** Should Developer fail to substantially improve Lot 1 during the Right of First Refusal Period, the repurchase provisions of Paragraph II.F. shall govern.

II. POST-CLOSING CONTINGENCIES.

A. Developer to Work the Land. Developer agrees that during the City's Right of First Refusal Period, it shall take steps that are reasonable and necessary to work the land comprising Lot 1 so as to preserve its developable acreage and avoid the creation of wet spots or wetland indicators on the property.

B. Outlot 2 Development. Developer's intent is to expand its facility at 2275 American Boulevard southerly onto property it currently owns extending onto Outlot 2, as shown on the preliminary site plan submitted by Developer for consideration by the

City Plan Commission, attached hereto and incorporated as Exhibit C (*Exhibit C to be provided by Developer)*. As of the date of this Agreement, Developer has no definite plans for further expansion or other development onto Outlot 2 or Lot 1. However, the parties believe it important to take steps currently that will allow Developer to further expand in the future should Developer deem it desirable to do so, and therefore wish to enter into this Agreement to create that opportunity. Based upon the foregoing, the parties agree the expansion described above extending onto Outlot 2 satisfies the City's development standards as to Outlot 2.

C. Lot 1 Development.

1. Developer agrees that, except as provided below, on or before the 10th anniversary of the date of this Agreement it shall submit a site plan meeting the requirements of the City zoning code pertaining to development upon Lot 1, including all fencing, landscaping, lighting, signage, off-street parking, off-street loading, building design, facade materials, improvement layout (site drainage, utilities and erosion control), accessory building or structures, and any other information related to the construction and appearance of the site and construction thereon and any accessory buildings or structures thereon which may be reasonably required by City.

   Review and approval of such plan shall be based on the City's Planning and Development Standards for the Business Park in effect at the time the site plan is submitted and may be subject to additional reasonable conditions imposed at the reasonable discretion of the City. If the

provisions of this paragraph are not complied with, the City may proceed as provided in Paragraph II.E. below.

2. Should Developer determine it is unable to comply with the timeline found in Paragraph II.C.1. for submitting a site plan for Lot 1 Developer shall provide written notice thereof at least six (6) months prior to the ten (10) year anniversary of this Agreement. Such notice shall include a detailed description of the reason(s) why such timeline cannot by met by Developer and any assurance Developer can provide regarding a revised timeline for submission of the site plan required by Paragraph II.C.1. The parties agree that they will negotiate in good faith to achieve an alternate site plan submittal deadline.

D. Developer to Substantially Improve. Upon approval of a site plan by the Plan Commission, Developer shall substantially develop the Lot 1 building and improvements on the property in accordance with the plan submitted to the City within twelve (12) months of the Plan Commission approval. "Substantial development" as used in this Agreement shall be the actual and substantial construction of permanent structures in compliance with all plans required by this Agreement. In addition, Developer must give meaningful and satisfactory assurance to City that the completion of the construction in compliance with the approved plan shall be accomplished within a reasonable time, taking into consideration the normal industry standards for the type and complexity of construction involved. Determination of substantial development is to be at the reasonable discretion of City.

E. Failure to Submit Site Plan or Substantially Develop. If, in the reasonable discretion of City, Developer has not complied with the provisions of Paragraph II. C or D, City may, by certified mail, inform Developer of such failure. If after sixty (60) days of mailing of such notice, Developer has still not complied with those provisions of this Agreement, City may repurchase the property for the price Developer actually paid for the property less any real property taxes due or liens or judgments of record. If Developer is delayed from achieving substantial development as required in this Agreement and as referred to in this paragraph due to circumstances beyond the reasonable control of Developer, including, but not limited to strikes, Acts of God, or force majeure, the rescission and repurchase provision of this paragraph shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City at law.

F. Repurchase Closing. Closing for repurchase as contemplated in Paragraph II.E, shall occur not less than sixty (60) days from the date of termination of the notice referred to in Paragraph II.E, unless another time is specifically agreed upon by the parties in writing. At such closing, Developer shall, at its own expense, extend the title insurance previously supplied by the City, naming the City as owner and shall remove any and all encumbrances not present on the title at the time of the original closing. Title shall be conveyed by warranty deed to the City and Developer shall pay all closing costs and filing fees.

III. ENVIRONMENTAL WARRANTIES AND INDEMNITIES.

A. Environmental Condition of Property. The engineering firm of Robert E. Lee & Associates, Inc. has prepared for City a Phase I Environmental Site Assessment of the Sale Property (dated September 28, 2006), a Limited Phase II Site Assessment (dated October 16, 2006) and a Recognized Environmental Conditions Cleanup Report (REC Report) (dated January 17, 2007) of part of the SW Parcel, and City has provided copies of same to Developer. The City hereby agrees to protect, indemnify, defend, and hold harmless Developer and its officers, directors, shareholders, employees, agents, successors, and assigns from and against any and all debts, liens, claims, causes of action, administrative orders, fines, penalties, costs (including, without limitation, investigation, removal, response, abatement, remediation, and monitoring costs), losses, injuries, damages, governmental compliance, enforcement or regulatory actions and expenses, (including, without limitation, reasonable attorney's fees, consulting, and engineering fees and court costs), in each case, directly or indirectly arising out of or attributable to: any environmental remediation required by any local, state, or Federal government or agency with respect to adverse environmental matters identified in the Environmental Reports. The foregoing agreement to indemnify, defend, and hold harmless expressly includes, but is not limited to, any losses, liabilities, damages, injuries, costs, expenses, and claims suffered or incurred by Developer upon or subsequent to Developer becoming owner of the Parcels due to the consummation of the transactions

contemplated by this Agreement. The City's duty to defend is independent of its duty to indemnify, and the City's indemnity obligations under this Agreement shall survive the closing of the sale of the parcels to Developer. For the Sale Property except as mentioned, discussed or disclosed in the aforementioned Phase I, Limited Phase II and REC Report, the City warrants and represents as follows:

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

(a) In a manner requiring the issuance of a permit covering the discharge or disposal of pollutant or waste into any waters of the United States.

(b) For treatment, collection, storage, or disposal of any refuse, objectionable waste, or material in a manner inconsistent with regulations issued by the Wisconsin Department of Natural Resources pursuant to Wisconsin Statutes, or requiring a permit thereunder.

(c) For the generation, transport, treatment, storage, or disposal of any hazardous waste subject to regulation under Wisconsin Statutes, or 42 U.S.C. 6901, et. seq.

(d) For the manufacture, processing, distribution in commerce, use, or disposal of any toxic substance, including, particularly, PCB's and asbestos, subject to regulations under 15 U.S.C. 2601, et. seq.

(e) For any underground storage tanks subject to regulation under Wis. Admin. Code Chapter ILHR 10.

(f) For any injection well, dry well, or similar facility subject to regulation pursuant to Wisconsin Statutes, or 42 U.S.C. 300H, et. seq.

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

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

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

5. **Flood plain/wetlands.** The City has not and under this Agreement is not obligated to have undertaken a wetland delineation study of Sale

Property. City makes no representations therefore concerning the presence or absence of the same. Additionally, the Sale Property is not identified as flood plain under Chapter 16, De Pere Municipal Code.

B. Provisions to Survive Closing. The representation provisions of this section shall survive the closing of the transactions contemplated by this Agreement.

III. PAYMENT IN LIEU OF TAX

A. Obligation. Except in cases of the exercise of eminent domain, Developer obligates itself and its successors and assigns to make a payment in lieu of tax to City should the Sale Property or any subdivided parcel therefrom or any improvements located thereon, become exempt from property tax for any reason. Such payment in lieu of tax shall be determined and paid as provided herein.

B. Calculation and Payment During Existence the Time the Sale Property is Located Within an Open Tax Incremental District.

1. The value of the property shall be as determined by the City Assessor in accordance with Chapter 70, Wis. Stats. The City Assessor shall notify the property owner of the property valuation and any changes thereto in accordance with and set forth in Chapter 70 Wis. Stats.

2. On or before December 1st of each year, City shall invoice the property owner for the amount of its payment in lieu of tax, calculated as follows:

Subject property valuation X tax rate / $1000 assessed value

For example, assuming 2020 property tax rate of $20.00/$1,000, if the subject property is valued at $100,000, the payment in lieu of tax would be $2,000.00 ($100,000 x .020).

3. Failure of property owner to make its payment in lieu of tax to the City Clerk on or before October 15th of the year so calculated shall result in the amount due being placed upon the property as a special charge.

C. Calculation and Payment During Time the Sale Property is Not Located Within an Open Tax Incremental District.

1. The value of the property shall be as determined by the City Assessor in accordance with Chapter 70, Wis. Stats. The City Assessor shall notify the property owner of the property valuation and any changes thereto in accordance with and set forth in Chapter 70 Wis. Stats.

2. On or before December 1st of each year City shall invoice the property owner for the amount of its payment in lieu of tax, calculated as follows:

Subject property valuation X City tax rate / $1000 assessed value

For example, assuming 2020 City property tax rate of $6.00/$1,000, if the subject property is valued at $100,000 the payment in lieu of tax would be $600.00 ($100,000 x .006).

3. Failure of property owner to make its payment in lieu of tax to the City Clerk on or before October 15 of the year so calculated shall result in the amount due being placed upon the property as a special charge.

D. Obligation to Run with the Land. The obligations under this Section shall run with the land and shall be binding upon and obligate the owner of the Fee Parcels at the time the payment in lieu of tax obligation arises or remains unpaid.

IV. DEFAULT PROVISIONS.

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

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

V. MISCELLANEOUS.

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

B. Assignment. Developer may assign this agreement in its entirety only upon written notice of Assignment to City, including acknowledgement by the assignee of the obligations contained in this agreement and consent to the same.

C. Contractual Interpretation. The paragraph and subparagraph headings of this Agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement.

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

1. If to Developer:

Adam Winters
Senior V.P & General Counsel
Green Bay Packaging Inc.
P.O. Box 19017
Green Bay, WI 54304-9017

2. If to City:

City of De Pere
City Clerk
335 South Broadway
De Pere, WI 54115

With a copy to:

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

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

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

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

GREEN BAY PACKAGING INC.
By:

_____
Print Name: Bryan A. Hollenbach
Title: Executive Vice President

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2021, by Bryan A. Hollenbach, Executive Vice President of Green Bay Packaging Inc.

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

CITY OF DE PERE
By:

_____
James G. Boyd, Mayor

_____
Carey E. Danen, City Clerk

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2021, by James G. Boyd, Mayor and Carey E. Danen, City Clerk of the City of De Pere.

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

Drafted by: Judith Schmidt-Lehman

Exhibit A

Certified Survey Map

(see attached)

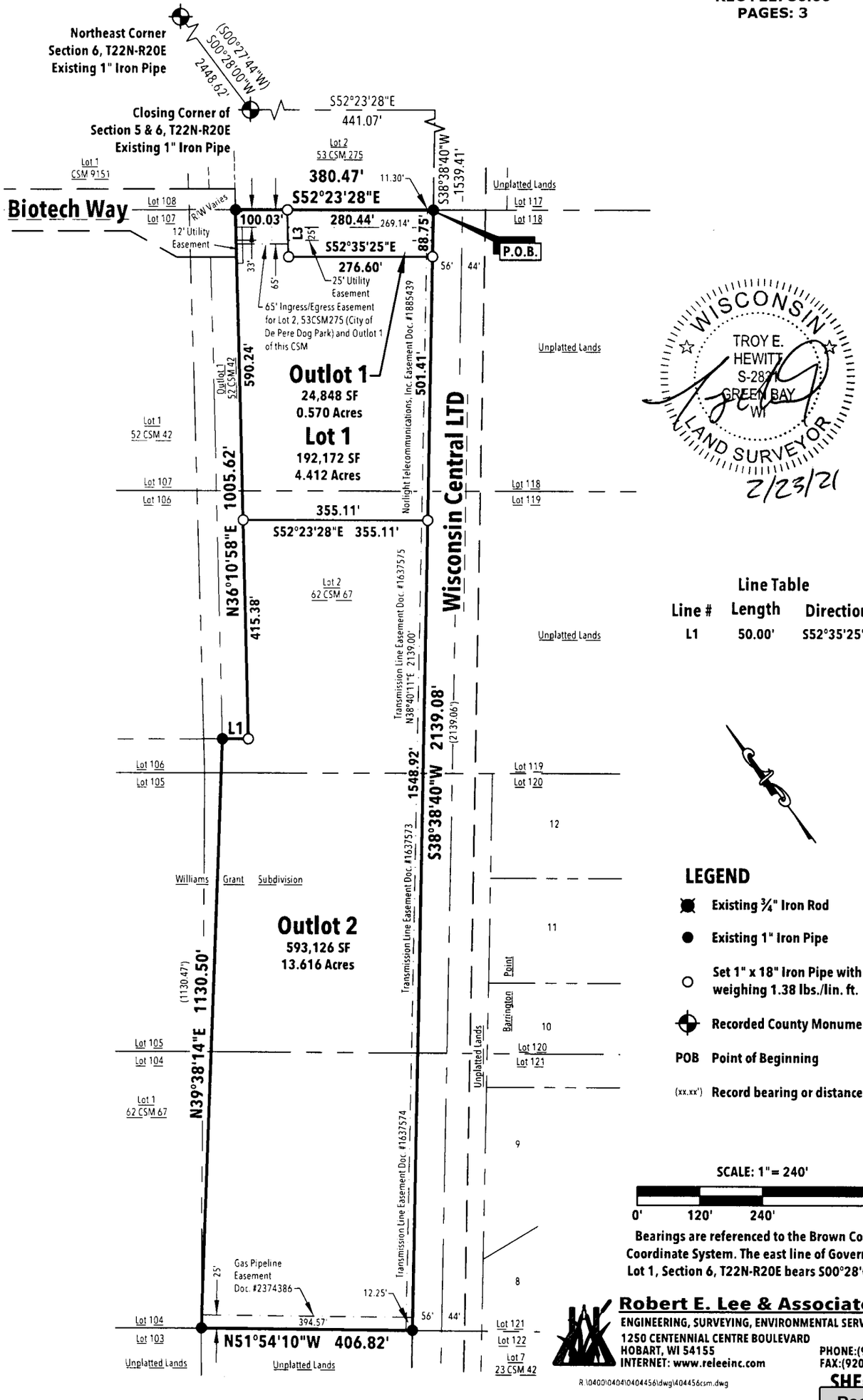
8060 4020
Tx:40395195

2946655

MAP# 9279
CHERYL BERKEN
BROWN COUNTY
REGISTER OF DEEDS
GREEN BAY, WI
RECORDED ON
02/25/2021 12:22 PM
REC FEE:
REC FEE: 30.00
PAGES: 3

CERTIFIED SURVEY MAP

ALL OF LOT 2, VOLUME 62 OF CERTIFIED SURVEY MAPS, PAGE 67, MAP NUMBER 8721, DOCUMENT NUMBER 2762431, BEING PART OF LOTS 118, 119, 120 AND 121, WILLIAMS GRANT SUBDIVISION, VOLUME 6 OF PLATS, PAGE 13, CITY OF DE PERE, BROWN COUNTY, WISCONSIN



WISCONSIN
TROY E. HEWITT
S-2821
GREEN BAY
WI
LAND SURVEYOR
2/23/21

Line Table

Line #	Length	Direction
L1	50.00'	S52°35'25"E

LEGEND

- Existing ¾" Iron Rod
- Existing 1" Iron Pipe
- Set 1" x 18" Iron Pipe with cap weighing 1.38 lbs./lin. ft.
- Recorded County Monument
- POB Point of Beginning
- (xx.xx') Record bearing or distance

SCALE: 1" = 240'

0' 120' 240' 480'

Bearings are referenced to the Brown County Coordinate System. The east line of Government Lot 1, Section 6, T22N-R20E bears S00°28'00"W.

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
INTERNET: www.releeinc.com
PHONE:(920) 662-9641
FAX:(920) 662-9141

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SHEET 1 OF 3

CERTIFIED SURVEY MAP

ALL OF LOT 2, VOLUME 62 OF CERTIFIED SURVEY MAPS, PAGE 67, MAP NUMBER 8721, DOCUMENT NUMBER 2762431, BEING PART OF LOTS 118, 119, 120 AND 121, WILLIAMS GRANT SUBDIVISION, VOLUME 6 OF PLATS, PAGE 13, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

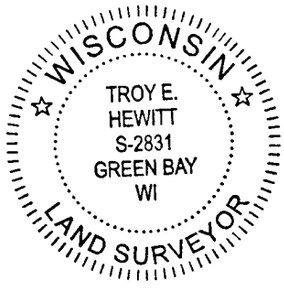
I, Troy E. Hewitt, Professional Land Surveyor, do hereby certify that by the order and under the direction of the owners listed hereon, I have surveyed, mapped and divided all of Lot 2, Volume 62 of Certified Survey Maps, Page 67, Map Number 8721, Document Number 2762431, being part of Lots 118, 119, 120 and 121, Williams Grant Subdivision, Volume 6 of Plats, Page 13, City of De Pere, Brown County, Wisconsin.

Said parcel contains 810,146 square feet or 18.598 acres of land more or less subject to easements and restrictions of record.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and the division of that land and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes in the surveying, mapping and dividing of the same.

Dated this 23 day of FEBRUARY, 2021.

Troy E. Hewitt PLS #2831
ROBERT E. LEE & ASSOCIATES, INC.



RESTRICTIVE COVENANTS:

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

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

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

UTILITY EASEMENT PROVISIONS:

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

City of De Pere, Grantor, to

Wisconsin Public Service Corporation, a Wisconsin Corporation, grantee,

Time Warner Cable, AT&T and City of De Pere,

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

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

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
INTERNET: www.releeinc.com
PHONE:(920) 662-9641
FAX:(920) 662-9141

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BROWN COUNTY REGISTER OF DEEDS DOC #2946655 PG 2

CERTIFIED SURVEY MAP

ALL OF OUTLOT 1, VOLUME 52 OF CERTIFIED SURVEY MAPS, PAGE 42, MAP NUMBER 7575, DOCUMENT NUMBER 2282341 AND ALL OF LOT 2, VOLUME 62 OF CERTIFIED SURVEY MAPS, PAGE 67, MAP NUMBER 8721, DOCUMENT NUMBER 2762431, BEING PART OF LOTS 118, 119, 120 AND 121, WILLIAMS GRANT SUBDIVISION, VOLUME 6 OF PLATS, PAGE 13, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

As owners, we do hereby certify that we caused the land described on this Certified Survey Map to be surveyed, mapped, divided and dedicated as represented on this map. We also do further certify that this Certified Survey Map is required by s-236.34 to be submitted to the following for approval or objection:

CITY OF DE PERE

James Boyd, Mayor — Date: 2/24/2021

Carey E. Danen, City Clerk — Date: 2/24/21

STATE OF WISCONSIN)
Brown COUNTY) SS

Personally came before me this 24th day of Feb., 2021, the above named to me known to be the same persons who executed the foregoing instrument and acknowledged the same.

Kelly L Barker
Notary Public, State of Wisconsin

(print name) Kelly L Barker

My commission expires: 8-06-2024

KELLY L. BARKER NOTARY PUBLIC STATE OF WISCONSIN

CITY OF DE PERE APPROVAL CERTIFICATE:

Approved by the City of De Pere Common Council on this 17th day of February, 2021.

Carey E. Danen 2/24/21
Carey E. Danen, City Clerk

TREASURER'S CERTIFICATE:

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

Joe Zegers — Date: 2/24/21
City of De Pere Treasurer

Paul Zeller — Date: 2/25/21
Brown County Treasurer

BROWN COUNTY COUNTY TREASURER WISCONSIN

WISCONSIN TROY E. HEWITT S-2837 GREEN BAY WI LAND SURVEYOR
2/23/21

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
INTERNET: www.releeinc.com
PHONE:(920) 662-9641
FAX:(920) 662-9141

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BROWN COUNTY REGISTER OF DEEDS DOC #2946655 PG 3

Exhibit B

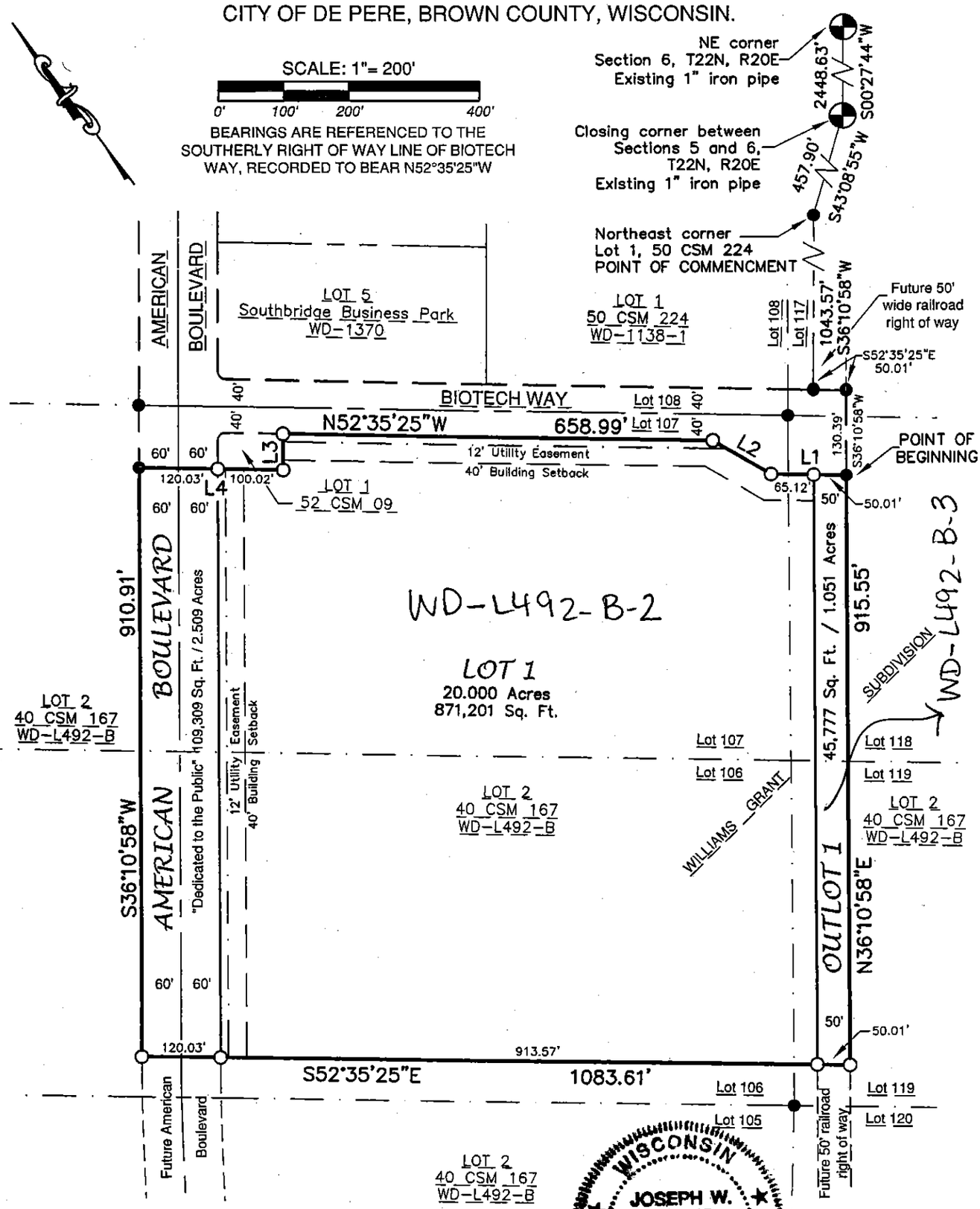
Certified Survey Map – Rail Spur Parcel

(see attached)

2282341 CERTIFIED SURVEY MAP

7575

PART OF LOT 2, VOLUME 40 CERTIFIED SURVEY MAPS, PAGE 167, MAP # 6087, LOCATED IN LOTS 106, 107, 118 AND 119, WILLIAM'S GRANT SUBDIVISION, T22N, R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.



LEGEND

- ● Existing 1"Ø Iron Pipe
- ○ Set 1" x 24" Iron Pipe weighing 1.38 lbs./lin. ft. w/ID Cap
- ⊕ Recorded County Monument

LINE TABLE		
LINE	LENGTH	BEARING
L1	115.13'	N52°35'25"W
L2	103.58'	N23°30'04"W
L3	55.01'	S36°10'58"W
L4	220.05'	N52°35'25"W

WISCONSIN
JOSEPH W. LETT, JR.
S-2202
Green Bay, Wis.
LAND SURVEYOR

19 OCTOBER 2006

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
4664 GOLDEN POND PARK COURT
ONEIDA, WI 54155
PHONE:(920) 662-9641
INTERNET: www.releeinc.com
FAX:(920) 662-9141

SHEET 1 OF 3

File: R:\0400\0404\0404347\dwg\0404347 csm.dwg
Plot Date: Oct 19, 2006 - 3:27pm

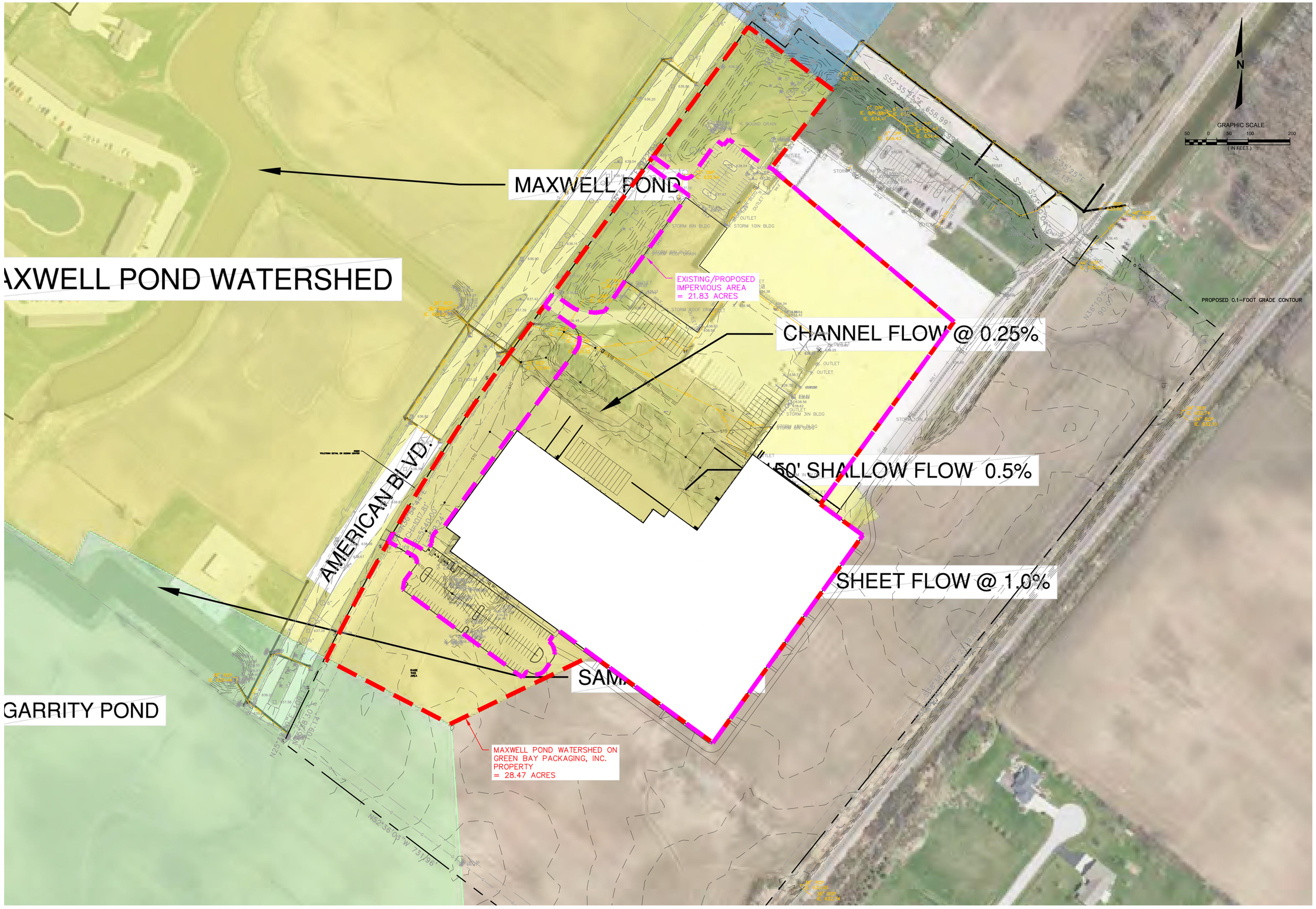
VOL 52 PAGE 42

Exh

Exhibit C

Preliminary Site Plan

(see attached)



DESCRIPTION	DATE

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com
Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

GBP FOLDING CARTON ADDITION
CITY OF DE PERE

STORMWATER EXHIBIT

© COPYRIGHT 2021
R.A. Smith, Inc.

DATE: 02/26/2021
SCALE: 1" = 100'
JOB NO. 3200283
PROJECT MANAGER:
RYAN J. LANCOUR, P.E.
DESIGNED BY: JJJ
CHECKED BY: RJL

SHEET NUMBER
SW1

P:\3200283\Dwg\3200283s0.dwg, Plan Sheet 36x24, 2/26/2021 2:17:56 PM, jjj

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 16, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Resolution #21-36 Authorizing an Amendment to the 2016 Agreement Regarding the Sale/Purchase and Right of First Refusal of Certain Property Between the City of De Pere and Green Bay Packaging, Inc.**

This agreement amendment coincides with the sale agreement for parcels WD-L492-2 and WD-L492-4 Green Bay Packaging, while preparing their Plan Commission site plan submittal for their 300,000 square foot expansion, realized the configuration and limitations of the stormwater basin would not allow them to construct their facility expansion without displacing building for additional facilities. The City provides regional stormwater for businesses within the business park. The stormwater ponds are designed for a 100-year rain event (annual 1% chance of that level rain event); however, the pipe, culvert, or other infrastructure is designed for a five-year event. Most cities do this to ensure there is adequate flow without over-sizing infrastructure for a 100-year rain event. This approach requires businesses to have temporary on-site storage for the minutes and hours while the stormwater infrastructure catches up and drains the properties. Green Bay Packaging site would not be able to expand their facility to the proposed footprint without reconfiguring the stormwater infrastructure.

Therefore, the City of De Pere Engineering Division staff worked diligently with the Green Bay Packaging over the past few weeks to identify a solution to meet the needs. City staff and Green Bay Packaging propose to add additional infrastructure under American Blvd as an additional TIF incentive. Green Bay Packaging site plan proposal is scheduled to be reviewed at the March 22, 2021 meeting. The Engineering Division and Green Bay Packaging consultant team came to a possible solution two days after the Finance and Personnel Committee meeting; therefore, to not delay the project an additional month staff proposed to send this amended directly to the Common Council for review with the other sale agreement.

TIF Analysis
The 2016 agreement included an incentive equivalent of $104,900 for the sale of approximately 20.98 acres the proposed amendment would add $150,800 for stormwater improvements. As proposed, the two sale agreements would result in a total incentive of approximately $633,100. Assuming the proposed expansion results in $14 million in new assessed value the total incentive would be approximately 4.52% of the total assessed value of the project. This is below the typical target for new development in the business parks. Below details the total incentive equivalent for the various assessment levels.

? $10 million in new assessed value: 6.33%
? $11 million in new assessed value: 5.76%
? $12 million in new assessed value: 5.28%
? $13 million in new assessed value: 4.87%

? $14 million in new assessed value: 4.52%
? $15 million in new assessed value: 4.22%
? $16 million in new assessed value: 3.95%

Staff recommends approval of the amendment.

ATTACHMENTS:

- Reso21-36 (PDF)
- Amendment 2016 Green Bay Packaging - Sale of Property 3-1-21 (PDF)
- 2016 GB Packaging-Sale and Purchase-Right of 1st Refusal (PDF)

RESOLUTION #21-36
AUTHORIZING AMENDMENT TO 2016 AGREEMENT REGARDING THE SALE/PURCHASE AND RIGHT OF FIRST REFUSAL OF CERTAIN PROPERTY BETWEEN THE CITY OF DEPERE AND GREEN BAY PACKAGING INC.
(WD-L492-B-2)

WHEREAS, the City and Green Bay Packaging Inc. ("Developer") are parties to an Agreement Regarding the Sale/Purchase and Right of First Refusal of Certain Property for the transfer of City Parcel WD-L492-B-2 to Developer for future expansion purposes of its manufacturing facility dated November 3, 2016 (the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement for clarification as to stormwater infrastructure, upon the terms and conditions set forth in the Amendment attached hereto and incorporated herein as by reference as Exhibit 1; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and City Clerk are authorized and directed to execute the Amendment to 2016 Agreement Regarding the Sale/Purchase and Right of First Refusal of Certain Property Between the City of De Pere and Green Bay Packaging Inc., subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of March, 2021.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

AMENDMENT TO 2016 AGREEMENT REGARDING THE SALE/PURCHASE AND RIGHT OF FIRST REFUSAL OF CERTAIN PROPERTY BETWEEN THE CITY OF DE PERE AND GREEN BAY PACKAGING INC. (WD-L492-B-2)

THIS AMENDMENT is made and entered into this ___ day of _____, 2021, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Green Bay Packaging Inc., a Wisconsin corporation ("Developer"), hereinafter referred to as either "Party" or "Parties".

RECITATIONS

WHEREAS, City and Developer are parties to an Agreement Regarding the Sale/Purchase and Right of First Refusal of Certain Property Between the City of De Pere and Green Bay Packaging Inc. (the "2016 Agreement") dated November 3, 2016 concerning the transfer of City Parcel WD-L492-B-2 to Developer for future expansion purposes; and

WHEREAS, such real property is located in City Tax Increment Financing District #12 (TID #12); and

WHEREAS, Developer is preparing for an expansion of its manufacturing facility and onto Parcel WD-L492-B-2 and the Parties wish to amend the Agreement to provide for clarification as to stormwater infrastructure to be provided to by the City in conjunction with such facility expansion.

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

1. Developer has submitted a site plan to the City Plan Commission concerning the expansion of its manufacturing facility at 2275 American Boulevard, De Pere, WI.

2. Developer's proposed expansion will require installation of unforeseen improvements to City's current stormwater facilities, identified in Exhibit 1, attached and incorporated by reference.
3. The costs of such stormwater improvements, if required to be borne by Developer, would prohibit Developer's proposed expansion of its manufacturing facility.
4. To facilitate the manufacturing expansion by Developer, City is willing to provide assistance to this expansion by paying the costs of such stormwater improvements (estimated at $150,800) through Tax Increment Financing District #12 (TID #12) since, but for the City's assistance, this expansion would not occur.
5. The Parties wish to Amend the 2016 Agreement as provide herein to provide for such assistance.
6. All other terms, conditions, requirements, and obligations found in the 2016 Agreement are incorporated herein by reference and remain unaffected by this Amendment to the extent not already satisfied.

(Signatures follow on Page 3of 3)

IN WITNESS WHEREOF, this Amendment is entered into as of the date and year first written above.

GREEN BAY PACKAGING INC.
By:

_____
Print Name: _____
Title: _____

_____
Print Name:_____
Title: _____

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____and _____ of Green Bay Packaging Inc.

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

CITY OF DE PERE
By:

_____
James G. Boyd, Mayor

_____
Carey E. Danen, City Clerk

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2021, by James G. Boyd, Mayor and Carey E. Danen, City Clerk, of the City of De Pere.

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

Drafted by: Judith Schmidt-Lehman

J:\Law\Agreements\2016\Green Bay Packaging - Sale of Property 9-16-138-001-15.docx

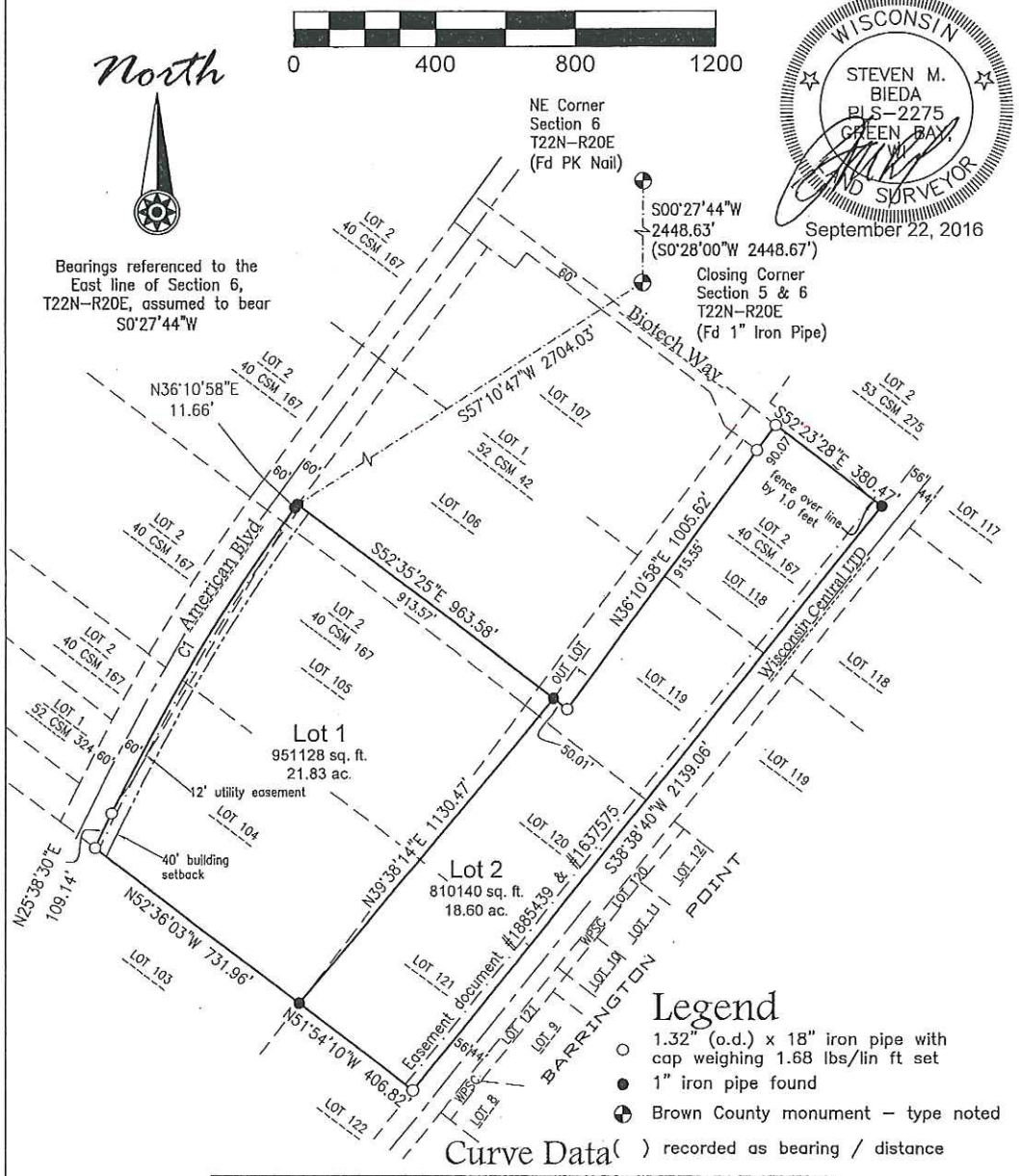
Exhibit A

8721

2762431

Certified Survey Map

Part of Lot 2 of Volume 40, Certified Survey Maps, page 167, Map No. 6087, Doc. No. 1740762, Brown County Records being part of lots 104, 105, 106, 118, 119, 120 and 121 of Williams Grant Subdivision (Volume 6, Plats, Page 13, Brown County Records), City of De Pere, Brown County, Wisconsin



Legend

- ○ 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- ● 1" iron pipe found
- ⊕ Brown County monument – type noted

Curve Data( ) recorded as bearing / distance

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE
C1	1019.24'	5540.00'	1017.81'	N30°54'44"E	10°32'28"

Scale: 1" = 400'

Client: City of De Pere
Tax Parcel: WD-L492-B
Drafted By: JRW
File: R-17606 CSM 92216.DWG

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

Sheet One of Three
Project No.: R-17606
Drawing No.: L-9237

VOL 62 PAGE 67

City of De Pere
2275 American Boulevard - Green Bay Packaging Storm Sewer Crossing
Probable Construction Cost Estimate
March 8, 2021

Item #	Description	Unit	Quantity	Unit Price	Total
STORM SEWER					
ST-01	Provide 36" PVC, RCP (Class III), or PP Storm Sewer	LF	100	$ 125.00	$ 12,500.00
ST-02	Provide 27" PVC, RCP (Class III), or PP Storm Sewer	LF	260	$ 100.00	$ 26,000.00
ST-03	Provide 5' Diameter Storm Manhole	VF	30	$ 560.00	$ 16,800.00
ST-04	36" RCP Endwall	EA	2	$ 350.00	$ 700.00
ST-05	Connect to Existing Storm Sewer Pipe	EA	4	$ 1,200.00	$ 4,800.00
WATER MAIN					
W-01	Provide 12" PVC Water Main Natural Backfill	EA	120	$ 70.00	$ 8,400.00
W-02	Provide 12" Watermain Offset	EA	1	$ 2,500.00	$ 2,500.00
W-03	Provide Connection to Existing Water Main	EA	2	$ 1,000.00	$ 2,000.00
W-04	Abandon/Remove Water Main and Appurtenances	LS	1	$ 2,500.00	$ 2,500.00
STREET AND DRAINAGE					
SD-01	Remove and Replace 24" Concrete Curb and Gutter (Integral)	LF	140	$ 50.00	$ 7,000.00
SD-02	Remove and Replace 8" Doweled Concrete Pavement w/ Integral Curb	SY	200	$ 100.00	$ 20,000.00
SD-03	Drilled Dowel Bars	EA	80	$ 14.00	$ 1,120.00
SPECIAL CONSTRUCTION					
SC-01	Inlet Protection Type D	EA	2	$ 125.00	$ 250.00
SC-02	Remove Tree and Grind Stumps	ID	48	$ 50.00	$ 2,400.00
SC-03	Landscaping – Topsoil, Seed, Fertilizer and Mulch	SY	500	$ 12.00	$ 6,000.00
SC-04	Provide Medium Rip Rap w/ Geotextile Fabric, Type HR	SY	60	$ 40.00	$ 2,400.00
				Probable Construction Cost Subtotal	$ 116,000.00
				10% Contingency	$ 11,600.00
				20% Administrative and Engineering	$ 23,200.00
				Probable 2021 Construction Cost Total	**$ 150,800.00**

Notes

1. Storm Manhole depths are determined using DIME measurements.
2. Assuming running new storm at existing diameters and elevations will prevent conflicts with 2 gas mains.
3. Assuming water main will need to be offset (further) to avoid conflict and minimum separation from sewers.
4. Striping to be reestablished by Streets Division.
5. Existing 27" Pipe across American Boulevard to be used to satisfy storm water flow needs. A 36" outfall pipe and endwall will be constructed for each new 27" crossing pipe (2 new).

AGREEMENT REGARDING THE SALE/PURCHASE AND RIGHT OF FIRST REFUSAL OF CERTAIN PROPERTY BETWEEN THE CITY OF DE PERE AND GREEN BAY PACKAGING INC.

THIS AGREEMENT, made and entered into this 3rd day of November, 2016, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Green Bay Packaging Inc., a Wisconsin corporation ("Developer").

RECITATIONS

WHEREAS, Developer owns a 20 acre parcel located in the City's Southbridge Business Park at 2275 American Boulevard which is used for manufacturing purposes (the "Current Site"); and

WHEREAS, City owns certain vacant property adjacent to the Current Site which the City is interested in selling for Business Park purposes; and

WHEREAS, Developer is interested in purchasing a portion of such City property and desires to enter into an agreement to purchase the same for purposes of future expansion of its manufacturing facility; and

WHEREAS, City desires to promote this development;

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

I. PURCHASE OF REAL ESTATE. Developer agrees to purchase, and City agrees to sell, the approximate 21.83 acre parcel of real estate located to the southwest of the Current Site (the "SW Parcel") as shown on the map attached and incorporated as Exhibit A and identified thereon.

A. Purchase Price. The purchase price for the SW Parcel shall be Thirty Thousand Dollars ($30,000) per acre, for a total purchase price of Six Hundred Fifty-Four Thousand Nine Hundred Dollars ($654,900.00). The parties acknowledge that the purchase price for similarly situated Business Park property to the SW Parcel is customarily $35,000/acre and that the $30,000 per acre selling price contained herein represents a Tax Increment Financing incentive to Developer of $109,150.00 toward its purchase of the SW Parcel.

B. Municipal Improvements and Utilities. The purchase price for the SW Parcel is intended to and does cover and include the cost of making available to the SW Parcel municipal improvements and private utilities as identified below. All such improvements and utilities are available from and located in and along the entire length of the City right-of-way and applicable utilities easements along American Boulevard. The purchase price however is not intended to and does not cover extension of municipal improvements from their location in City right-of-way onto the SW Parcel.

1. **Municipal Improvements**

(a) Municipal improvements consist of concrete pavement, curb, gutter, municipal water, municipal sewer, and storm sewer.

(b) City shall provide a regional treatment facility into which Developer's storm water may discharge to meet Developer's MS4 permit storm water management requirements, at no additional cost to Developer. Developer shall be responsible to provide temporary on-site storm water storage resulting from a 5 year event.

2. **Private Improvements**

Private improvements consist of 6000 amp electrical service and natural gas. No telecommunication services are provided.

C. Earnest Money. City acknowledges the receipt of earnest money from Developer in the amount of $300.00. Such earnest money shall be credited against the purchase price upon closing on the property. Should the Developer fail to close on the purchase of the property, the $300.00 earnest money shall be forfeited to the City as its sole remedy.

D. Current Use of SW Parcel. Developer acknowledges that at the time this Agreement is entered into, the City has been actively involved in ensuring the SW Parcel remained worked by leasing the SW Parcel to a local farmer for crop production purposes. Developer acknowledges that the SW Parcel is therefore subject to a Lease for purposes of crop production and that City has provided Developer with a copy of that Lease (entitled Farm Lease and dated September 26, 2014).

City has provided its Lessee with notice that the SW Parcel is being transferred to Developer and therefore is, as of the date of closing, no longer subject to the City's Lease. However, Developer agrees to allow the 2016 crops planted by the Lessee/farmer to remain on the SW Parcel after Developer's purchase of the same and further agrees to allow the Lessee/farmer to harvest those crops. City shall assist in obtaining its Lessee's consent to assignment of the Farm Lease as it pertains to the SW Parcel, to Developer.

II. CLOSING PROCEDURE. Closing shall take place on or before December 31, 2016, at De Pere City Hall unless the parties otherwise agree in writing. The following shall constitute

contingencies and conditions precedent to Developer's obligation to close on its purchase of the SW Parcel, each of which must be satisfied or waived in writing by Developer prior to closing:

A. Certified Survey Map. City shall, at its own expense, have a Certified Survey Map of the SW Parcel prepared by a certified surveyor. The Certified Survey Map shall be provided to Developer for its approval prior to recording the same with the Brown County Register of Deeds, which approval shall not be unreasonably withheld.

B. Evidence of Title/Title Defects. City shall at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the commitment of such title insurance to Developer at least seven (7) days prior to closing. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the property to be marketable. City shall, at its cost and expense, cause the deletion of all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option.

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

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

1. Municipal and zoning ordinances providing the same do not restrict or interfere with the intended use of the property.

2. Easements of record provided the same do not restrict or interfere with the intended use of the property.

3. Obligations contained in this Agreement.

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

III. RIGHT OF FIRST REFUSAL

A. City shall be granted a Right of First Refusal to repurchase the SW Parcel from Developer upon the closing of the transfer of the SW Parcel to the Developer. Such Right of First Refusal shall be on the terms and conditions set forth below and shall terminate upon the substantial improvements of the SW Parcel as required under Section IV, paragraph D or City repurchase of the SW Parcel under Section IV, paragraphs E and F.

B. Third Party Offer. At any time during the Right of First Refusal, Developer shall, upon receipt of any bona fide written offer to purchase the SW Parcel by a third party (the "Third Party Offer"), give City notice of such Third Party Offer by providing City with a copy thereof. Upon receipt of such Third Party Offer, City may exercise its right to repurchase the SW Parcel from Developer by informing Developer of the same, in writing within ten (10) business days of the receipt of the Third Party Offer. Developer shall convey the SW Parcel to City free and clear of all encumbrances. The repurchase price to be paid by City shall be the price paid by Developer under this Agreement, less real property taxes due and liens or judgments of record. Developer shall provide a title commitment in the name of the City, meeting the standards of Section II, paragraph B, and shall also pay all closing costs customarily paid by seller, such as prorated taxes and property transfer fees.

The closing on the City's repurchase of the SW Parcel shall take place within sixty (60) days of City's exercise of its Right of First Refusal, unless the parties mutually agree otherwise in writing. City's failure to exercise its Right of First Refusal within such ten (10) business day period shall result in such Right of First Refusal lapsing and all rights of City in the SW Parcel becoming null and void.

IV. POST-CLOSING CONTINGENCIES.

A. Developer to Work the Land. Developer agrees that during the City's Right of First Refusal period, it shall take steps that are reasonable and necessary to work the land of the SW Parcel so as to preserve its developable acreage and avoid the creation of wet spots or wetland indicators on the property.

B. Development. Developer has indicated a preference to expand its current facility at 2275 American Boulevard onto the SW Parcel; however the parties acknowledge that, as of the date of this Agreement, Developer has no definite plans for expansion or other development on the SW Parcel. The parties however believe it important to take steps currently that will allow Developer to expand onto the SW Parcel in the future should Developer deem it desirable to do so, and therefore wish to enter into this Agreement to create that opportunity. Based upon the foregoing, the parties agree to development timelines as set forth below.

C. Developer to Submit Site Plan.

1. Developer agrees that, except as provided below, on or before the 10th anniversary of the date of this Agreement it shall submit a site plan meeting the requirements of the City zoning code, pertaining to development upon the SW Parcel, including all fencing, landscaping, lighting, signage, off-street parking, off-street loading, building design, facade materials, improvement layout (site drainage, utilities and erosion control), accessory building or structures, and any other information related to the construction and appearance of the site and construction thereon and any accessory buildings or structures thereon which may be reasonably required by City. Review and approval of such plan shall be based on the City's Planning and Development Standards for the Business Park in effect at the time the site plan is submitted and may be subject to additional reasonable conditions imposed at the reasonable discretion of the City. If the provisions of this paragraph are not complied with, the City may proceed as provided in Section IV, paragraph E, below.

2. Should Developer determine it is unable to comply with the timeline found in Section IV, paragraph C.1. for submitting a site plan, Developer shall provide written notice thereof at least six (6) months prior to the ten (10) year anniversary of this Agreement. Such notice shall include a detailed description of the reason(s) why such timeline cannot by met by Developer and any assurance Developer can provide regarding a revised timeline for submission of the site plan required by Section IV, paragraph C.1. The parties agree that they will negotiate in good faith to achieve an alternate site plan submittal deadline.

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

E. Failure to Submit Site Plan or Substantially Develop. If, in the reasonable discretion of City, Developer has not complied with the provisions of Section IV, paragraphs C or D, City may, by certified mail, inform Developer of such failure. If after sixty (60) days of mailing of such notice, Developer has still not complied with

those provisions of this Agreement, City may repurchase the property for the price Developer actually paid for the property, less any real property taxes due or liens or judgments of record. If Developer is delayed from achieving substantial development as required in this Agreement and as referred to in this paragraph due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or force majeure, the rescission and repurchase provision of this paragraph shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City at law.

F. Repurchase Closing. Closing for repurchase as contemplated in Section IV, paragraph E, shall occur not less than sixty (60) days from the date of termination of the notice referred to in Section IV, paragraph E, unless another time is specifically agreed upon by the parties in writing. At such closing, Developer shall, at its own expense, extend the title insurance previously supplied by the City, naming the City as owner and shall remove any and all encumbrances not present on the title at the time of the original closing. Title shall be conveyed by warranty deed to the City and Developer shall pay all closing costs and filing fees.

V. ENVIRONMENTAL WARRANTIES AND INDEMNITIES.

A. Environmental Condition of Property. The engineering firm of Robert E. Lee & Associates, Inc. has prepared for City a Phase I Environmental Site Assessment of the SW Parcel (dated September 28, 2006), a Limited Phase II Site Assessment (dated October 16, 2006) and a Recognized Environmental Conditions Cleanup Report (REC Report) (dated January 17, 2007) of part of the SW Parcel; and City has provided copies of same to Developer.

The City hereby agrees to protect, indemnify, defend, and hold harmless Developer and its officers, directors, shareholders, employees, agents, successors, and assigns from and against any and all debts, liens, claims, causes of action, administrative orders, fines, penalties, costs (including, without limitation, investigation, removal, response, abatement, remediation, and monitoring costs), losses, injuries, damages, governmental compliance, enforcement or regulatory actions and expenses, (including, without limitation, reasonable attorney's fees, consulting, and engineering fees and court costs), in each case, directly or indirectly arising out of or attributable to: any environmental remediation required by any local, state, or Federal government or agency with respect to adverse environmental matters identified in the Environmental Reports.

The foregoing agreement to indemnify, defend, and hold harmless expressly includes, but is not limited to, any losses, liabilities, damages, injuries, costs, expenses, and claims suffered or incurred by Developer upon or subsequent to Developer becoming owner of the Parcels due to the consummation of the transactions contemplated by this Agreement. The City's duty to defend is independent of its duty to indemnify, and the City's indemnity obligations under this Agreement shall survive the closing of the sale of the Parcels to Developer. For the SW Parcel, except as mentioned, discussed or disclosed in the aforementioned Phase I, Limited Phase II and REC Report, the City warrants and represents as follows:

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

(a) In a manner requiring the issuance of a permit covering the discharge or disposal of pollutant or waste into any waters of the United States pursuant to Wisconsin Statutes, or 33 U.S.C. 1241, et. seq.

(b) For treatment, collection, storage, or disposal of any refuse, objectionable waste, or material in a manner inconsistent with regulations issued by the Wisconsin Department of Natural Resources pursuant to Wisconsin Statutes, or requiring a permit thereunder.

(c) For the generation, transport, treatment, storage, or disposal of any hazardous waste subject to regulation under Wisconsin Statutes, or 42 U.S.C. 6901, et. seq.

(d) For the manufacture, processing, distribution in commerce, use, or disposal of any toxic substance, including, particularly, PCB's and asbestos, subject to regulations under 15 U.S.C. 2601, et. seq.

(e) For any underground storage tanks subject to regulation under Wis. Admin. Code Chapter ILHR 10.

(f) For any injection well, dry well, or similar facility subject to regulation pursuant to Wisconsin Statutes, or 42 U.S.C. 300H, et. seq.

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

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

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

5. **Flood plain/wetlands.** A portion of the SW Parcel is located within a wetland delineation map as shown on the Surface Water Data Viewer Map, attached and incorporated as Exhibit B. The City has not and under this Agreement is not obligated to have undertaken a wetland delineation study of the remainder of the SW Parcel.

B. Provisions to Survive Closing. The representation provisions of this section shall survive the closing of the transactions contemplated by this Agreement.

VI. PAYMENT IN LIEU OF TAX

A. Obligation. Except in cases of the exercise of eminent domain, Developer obligates itself and its successors and assigns to make a payment in lieu of tax to City should the SW Parcel or any improvements located thereon, become exempt from property tax for any reason. Such payment in lieu of tax shall be determined and paid as provided herein.

B. Calculation and Payment During Existence the Time the SW Parcel is Located Within an Open Tax Incremental District.

1. The value of the property shall be as determined by the City Assessor in accordance with Chapter 70, Wis. Stats. The City Assessor shall notify the property owner of the property valuation and any changes thereto in accordance with and set forth in Chapter 70 Wis. Stats.

2. On or before December 1st of each year, City shall invoice the property owner for the amount of its payment in lieu of tax, calculated as follows:

Subject property valuation X tax rate / $1000 assessed value

For example, assuming 2016 property tax rate of $23.00/$1,000, if the subject property is valued at $100,000, the payment in lieu of tax would be $2,300.00 ($100,000 x .023).

3. Failure of property owner to make its payment in lieu of tax to the City Clerk-Treasurer on or before October 15th of the year so calculated shall result in the amount due being placed upon the property as a special charge.

C. Calculation and Payment During Time the SW Parcel is Not Located Within an Open Tax Incremental District.

1. The value of the property shall be as determined by the City Assessor in accordance with Chapter 70, Wis. Stats. The City Assessor shall notify the property owner of the property valuation and any changes thereto in accordance with and set forth in Chapter 70 Wis. Stats.

2. On or before December 1st of each year City shall invoice the property owner for the amount of its payment in lieu of tax, calculated as follows:

Subject property valuation X City tax rate / $1000 assessed value

For example, assuming 2016 City property tax rate of $4.00/$1,000, if the subject property is valued at $100,000 the payment in lieu of tax would be $400.00 ($100,000 x .004).

3. Failure of property owner to make its payment in lieu of tax to the City Clerk-Treasurer on or before October 15th of the year so calculated shall result in the amount due being placed upon the property as a special charge.

D. Obligation to Run with the Land. The obligations under this Section shall run with the land and shall be binding upon and obligate the owner of the SW Parcel at the time the payment in lieu of tax obligation arises or remains unpaid.

VII. DEFAULT PROVISIONS.

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

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

party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VIII. MISCELLANEOUS.

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

B. Assignment. Developer may assign this agreement in its entirety only upon written notice of Assignment to City, including acknowledgement by the assignee of the obligations contained in this agreement and consent to the same.

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

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

communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark.

1. If to Developer:

Adam Winters
Senior V.P & General Counsel
Green Bay Packaging Inc.
P.O. Box 19017
Green Bay, WI 54304-9017

2. If to City:

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

With a copy to:

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

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

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

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

GREEN BAY PACKAGING INC.
By: _____
Print Name: Adam G. Winters
Title: SVP + General Counsel

_____
Print Name: _____
Title: _____

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on the 31st day of October, 2016, by Adam G. Winters and _____ of Green Bay Packaging Inc.

_____
Notary Public, State of Wisconsin
My commission expires on 4-3-2020.

CITY OF DE PERE
By: _____
Michael J. Walsh, Mayor

_____
Shana D. Ledvina, Clerk-Treasurer

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on the 3rd day of November, 2016, by Michael J. Walsh, Mayor and Shana D. Ledvina, Clerk-Treasurer of the City of De Pere.

ANGELA M. ZILLS NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public, State of Wisconsin
My commission expires on 4/15/2018.

Drafted by: Judith Schmidt-Lehman

H:\azills\Agreements\2016\Green Bay Packaging - Sale of Property 9-16-138-001-15.docx

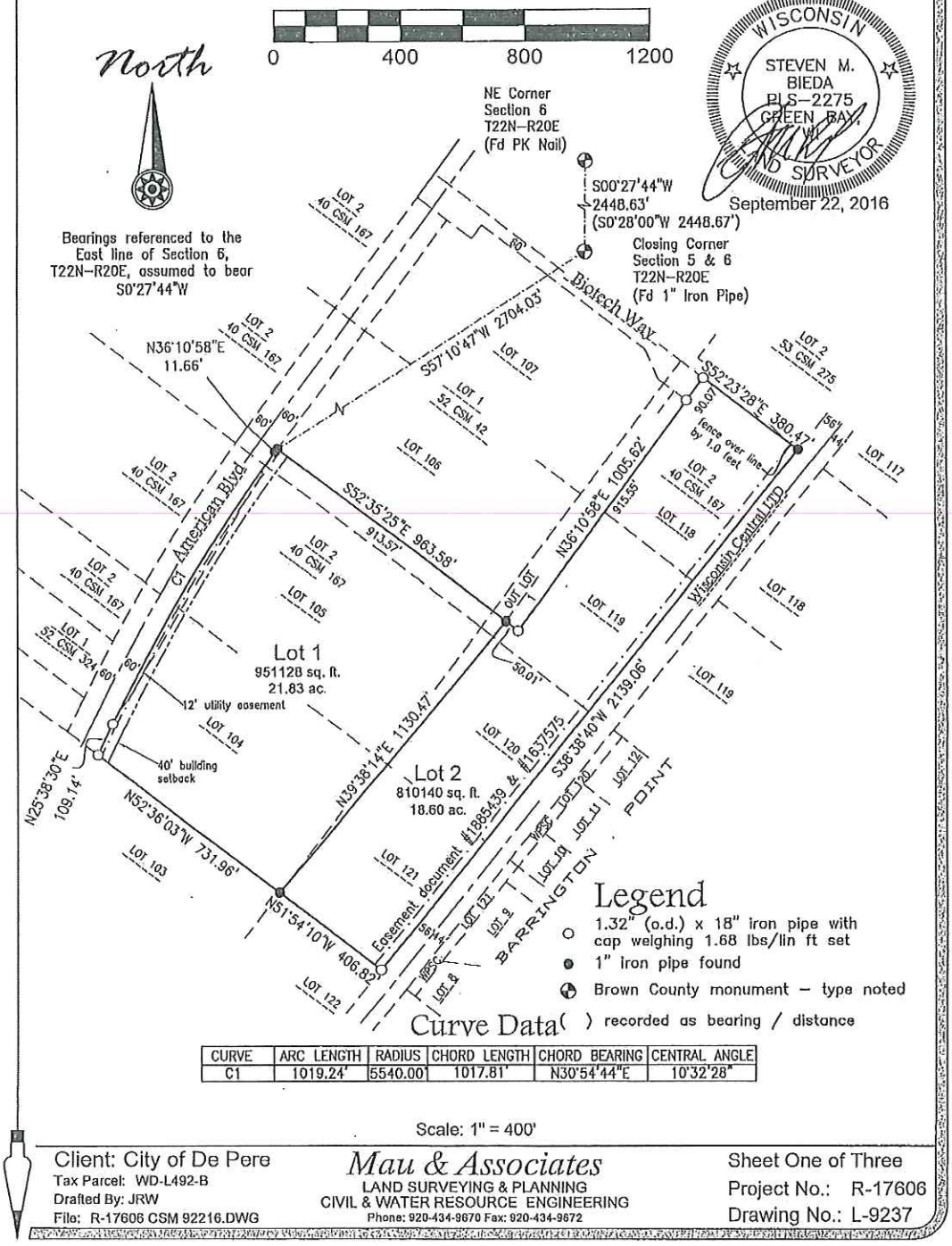
Exhibit A

8721

2762431

Certified Survey Map

Part of Lot 2 of Volume 40, Certified Survey Maps, page 167, Map No. 6087, Doc. No. 1740762, Brown County Records being part of lots 104, 105, 106, 118, 119, 120 and 121 of Williams Grant Subdivision (Volume 6, Plats, Page 13, Brown County Records), City of De Pere, Brown County, Wisconsin



CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE
C1	1019.24'	5540.00'	1017.81'	N30°54'44"E	10°32'28"

Scale: 1" = 400'

Client: City of De Pere
Tax Parcel: WD-L492-B
Drafted By: JRW
File: R-17606 CSM 92216.DWG

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

Sheet One of Three
Project No.: R-17606
Drawing No.: L-9237

VOL 62 PAGE 67

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 16, 2021**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Resolution #21-37 Authorizing Third Amendment to the Development Agreement Between the City of De Pere and Irwin School Development (428 North Superior Street; Parcel ED-477).**

This Third Amendment to the Irwin School Redevelopment Agreement was unanimously recommended for approval by the Finance/Personnel Committee on March 9, 2021.

ATTACHMENTS:

- Reso21-37 (PDF)
- Third Amendment to Development Agreement-Final Revised (PDF)
- Exhibit 4 Revised 3-11-21 Irwin School (PDF)
- 3rd Amendment to Irwin School Terms FP03092021 (PDF)

RESOLUTION #21-37
AUTHORIZING THIRD AMENDMENT TO DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF DE PERE AND IRWIN SCHOOL DEVELOPMENT, LLC
(428 North Superior Street; Parcel ED-477)

WHEREAS, the City and Irwin School Development, LLC are parties to an Agreement for the Redevelopment of the Former Irwin School Property dated December 19, 2018, with amendments dated November 22, 2019 and February 6, 2020 (collectively the "Development Agreement") for the benefit of Parcel ED-477; and

WHEREAS, the parties wish to amend the Development Agreement pursuant to the terms and conditions set forth in the Third Amendment to Development Agreement attached hereto and incorporated herein as Exhibit 1; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and City Clerk are authorized and directed to execute the Third Amendment to Development Agreement Between the City of De Pere and Irwin School Development, LLC, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of March, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 03/09/2021

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") is made and entered into as of this _____ day of _____, 2021, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Irwin School Development LLC, a Wisconsin limited liability company ("Developer").

RECITALS:

A. City and Developer entered into that certain Agreement Between Irwin School Development, LLC and the City of De Pere for the Redevelopment of the Former Irwin School Property dated as of December 19, 2018 and amended by that certain First Amendment to Development Agreement dated as of November 22, 2019 and amended by that Second Amendment to Development Agreement dated as of February 6, 2020 (together, the "Development Agreement") with respect to that certain real property more particularly described in Exhibit A attached hereto.

B. City and Developer desire to amend the Development Agreement in accordance with the terms set forth below.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1. Article I, Section 1 is hereby revised as follows:

   A. Delete the definition of "Assessed Value" and replace with "Intentionally Omitted."

   B. Delete the definition of "Assessed Unit Value" and replace with the following: "Annual Property Tax Payment" means the actual payment of real property taxes made by each Unit Owner on an annual basis.

   C. Delete definition of "Deficit Payment" and replace it with:

   "Deficit Payment" means a Payment to the City, calculated yearly, which is the difference between the Annual Property Tax Payment made by a Unit Owner upon a particular Unit after January 1, 2023 and the Minimum Annual Unit Property Tax Payment required for such Unit under Exhibit 4, attached and incorporated herein by reference. If the Annual Property Tax Payment made for such Unit meets or exceeds the Minimum Annual Unit Property Tax Payment required for such Unit, the Deficit Payment shall be equal to $0.

   D. Delete definition of "Guaranteed Value – Aggregate" and replace with:

"Minimum Annual Unit Property Tax Payment – Aggregate" means

1. Thirty-two thousand seven hundred seventy-two and 99/100 ($32, 772.99) as of January 1, 2022; and
2. One hundred one thousand three hundred eighteen and 03/100 ($101,318.03) as of January 1, 2024.

E. Delete the definition of "Guaranteed Unit Value" and replace it with:

"Minimum Annual Unit Property Tax Payment" means the Annual Unit Tax Payment set forth in Exhibit 4.

F. Article III. Section 4.C. is amended by deleting the date January 1, 2022 at the end of that paragraph and inserting January 1, 2023.

2. Article III. Section 5 is hereby deleted and replaced with the following:

Section 5. Minimum Annual Unit Property Tax Payment. The Annual Real Property Tax Payment made by each Unit Owner shall equal the Minimum Annual Unit Property Tax Revenue Payment for such Unit as set forth in Exhibit 4. Should the Annual Real Property Tax Payment for such Unit be less than the Minimum Annual Unit Property Tax Payment for such Unit for that year, the Unit Owner and its successors and assigns will make a Deficit Payment to the City equal to the difference in taxes to be collected due to the shortfall of the Annual Real Property Tax Payment and be subject to the following requirements:

A. The Deficit Payment shall be paid in full on or before October 15th of the year levied. If not paid in full by such date, the Deficit Payment amount shall become a lien on the Unit as a special charge under Wis. Stats. §66.0627.

B. Developer and all subsequent Unit Owners waive all rights to appeal the real estate assessment of each Unit to the City Board of Review provided said assessment is equal to or less than the Guaranteed Unit Value for such Unit (Pursuant to Article III, Section 5.D and 5.E., the "Restrictive Covenants").

C. The provisions of Article III, Section 5.C shall be made restrictive covenants in the Declaration by Developer.

D. The provisions of Article III, Section 5.C shall become restrictive covenants on the transfer of ownership of any interest in the Units.

E. City shall record a copy of this Agreement against the Fee Parcel at closing to memorialize these and other obligations in this Agreement.

F. The guarantee and concomitant waiver of appeal rights found in this Subsection shall expire upon termination of this Agreement.

G. Notwithstanding anything to the contrary contained in the Agreement, if the Annual Property Tax Payment of all the Units in the Development exceed the Minimum Annual Unit Property Tax Payment – Aggregate for any given year, no Deficit Payments shall be due from any Unit Owner for such year.

3. The Development Agreement is hereby amended by replacing Exhibit 4 attached to the Development Agreement with Exhibit 4 attached hereto and incorporated by reference.

4. The Developer agrees to submit a revised Declaration (as defined in the Development Agreement) and Plat (as defined in the Development Agreement) for City's review for conformance with the requirements of the Development Agreement prior to the issuance of a certificate of occupancy for any Unit and the sale of any Unit.

5. Except as expressly set forth in this Amendment, the Development Agreement remains in full force and effect. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

DEVELOPER:

IRWIN SCHOOL DEVELOPMENT LLC

By: _____
Its: _____

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me this ____ day of _____, 2021, the above-named _____ as _____ of Irwin School Development LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin

_____
My Commission _____

CITY:

CITY OF DE PERE

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

STATE OF _____)
) ss.
_____ COUNTY)

Personally came before me this ____ day of _____, 2021, the above named James G. Boyd and Carey E. Danen, the Mayor and City Clerk of the City of De Pere, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of _____

_____
My Commission _____

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

8047939
Tx:40308945

2849520
CHERYL BERKEN
BROWN COUNTY RECORDER
GREEN BAY, WI
RECORDED ON
01/24/2019 01:08 PM
REC FEE: 30.00
TRANS FEE:
EXEMPT #

PAGES: 60

Agreement Between Irwin School Development, LLC and the City of De Pere for the Redevelopment of the Former Irwin School Property

Document Number | Document Title

Recording Area

Name and Return Address

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

LC080

ED-477
Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as th clauses, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. USE

AGREEMENT BETWEEN IRWIN SCHOOL DEVELOPMENT, LLC AND THE CITY OF DE PERE FOR THE REDEVELOPMENT OF THE FORMER IRWIN SCHOOL PROPERTY (428 N. Superior Street; Parcel ED-477)

THIS AGREEMENT ("Agreement"), is made and entered into this 19 day of DECEMBER, 2018, by and between Irwin School Development, LLC ("Developer") and the City of De Pere, a Wisconsin Municipal Corporation ("City")(Developer and City are collectively referred to as the "Parties").

RECITATIONS

WHEREAS, Wis. Stats. §66.1105, provides the authority and establishes procedures by which the City may undertake redevelopment projects within the City and assist developers in financing such projects through the use of tax incremental financing; and

WHEREAS, the state and federally listed historic former Irwin School building, located at 428 N. Superior Street, De Pere, which was constructed in 1924 and renovated into offices in the 1980s, has been vacant for over ten (10) years; and

WHEREAS, despite interest from developers in this site, age, obsolescence and high renovation costs have deterred redevelopment of the site; and

WHEREAS, the City has created, effective as of January 1, 2019, "Tax Incremental District No. 14, City of De Pere" (TID #14) as and for the benefit of Parcel ED-477, finding, among other things, that not less than 50% of the area included in the TID #14 District was in need of rehabilitation work under Wis. Stats §66.1337; and

WHEREAS, Wis. Stats §66.1337 empowers cities to assist redevelopment projects by lending or contributing funds and performing other actions of a character which the City is authorized to perform for other purposes; and

WHEREAS, allowable project costs under Wis. Stats. §66.1105(2)(f), include, among other things, site assembly costs and cash inventives to developers within tax incremental districts when made pursuant to a signed development agreement; and

WHEREAS, the City has determined that redevelopment of the historic former Irwin School site into eight (8) condominium units within the existing school building (each, a "Condominium Unit" and together, the "Condominium Units") and twelve (12) new townhomes (each a "Townhome Unit" and together, the "Townhome Units") on Parcel ED- 477, together with parking facilities and other amenities is consistent with the TID #14 Project Plan (the "Project Plan"); and

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

WHEREAS, the redevelopment project as described above and more fully described in this Agreement will promote the revitalization and economic stability of TID #14 and the City as a whole; and further the City has determined that Developer is uniquely qualified to perform this redevelopment project.

NOW, THEREFORE, upon the mutual promises and obligations contained herein, together with such other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1. The following terms as used herein shall have the following meanings:

A. "Assessed Value" is the value of real property as determined pursuant to Wis. Stats. §70.32.

B. "Assessed Unit Value" means the Assessed Value for each Condominium Unit and each Townhome Unit as determined pursuant to Wis. Stats. §703.21(1).

C. Intentionally Omitted.

D. "City" means the City of De Pere.

E. "Commence Construction" means physical work at the Fee Parcel has occurred such that the site is excavated and footing and foundation installation is underway.

F. "Deficit Payment" means a payment to the City, calculated yearly, which is the difference between the taxes paid upon the Assessed Unit Value for a particular Condominium Unit or Townhome Unit after January 1, 2020 and the taxes which would have been paid upon "Guaranteed Unit Value" for such Unit. If the Assessed Unit Value exceeds the Guaranteed Unit Value for a particular Unit, the Deficit Payment shall be equal to $0.

G. "Developer" means Irwin School Development, LLC and its successors and assigns.

H. "Fee Parcel" means Parcel ED-477 more fully described herein and shown on the map attached hereto and incorporated by reference as Exhibit 1.

I. "Finally Completed" means that Certificates of Occupancy have been issued by the City Development Services Department for all phases of the Project.

J. "Guaranteed Value - Aggregate" means:

1. One million seven hundred eighty two Thousand and No/100 Dollars ($1,782,000.00) as of January 1, 2020; and

2. Five million forty seven thousand two hundred dollars ($5,047,200.00) as of January 1, 2021.

K. "Guaranteed Unit Value" means the guaranteed value for each Condominium Unit and Townhome Unit set forth in Exhibit 4 as of the date set forth therein.

L. "Inspection Period" means the period of time Developer has to perform tests, investigation and such other due diligence as Developer may choose regarding the Fee Parcel as a contingency of purchase pursuant to the Purchase Documents (as hereinafter defined).

M. "Project", "Redevelopment", "Development" or "Redevelopment Project" means the proposed Redevelopment of the former Irwin School and Fee Parcel into eight (8) Condominium Units and twelve (12) Townhome Units, together with parking and other site amenities as approved by the City Plan Commission, as generally shown in the general plan submittal to the City Plan Commission of July 9, 2018, attached and incorporated as Exhibit 2 and as approved by the Plan Commission as part of the Precise Implementation Process.

N. Intentionally Omitted.

O. "Project Costs" means those costs defined in Wis. Stats. §66.1105(2)(f).

P. "Project Cost Reimbursement Incentive" means those incentive payments the City agrees to pay Developer at the completion of certain construction milestones identified in Article IV. Section 1.A to reimburse Developer for costs associated with redevelopment of the Fee Parcel.

Q. "Project Incentive Payments" means individually and collectively payment of the Site Assembly Incentive and payments of the Project Cost Reimbursement Incentive.

R. "Site Assembly Incentive" means the four hundred twenty thousand dollar ($420,000.00) purchase price paid by the City for the Fee Parcel.

S. "Term of Agreement" means that period of time from the date this Agreement is entered into until December 31, 2046, or until TID #14 is terminated or such earlier time as this Agreement is terminated pursuant to the terms of this Agreement.

T. "Substantial Completion" or "Substantially Completed" means, with respect to the Project or any portion of the Project, that Developer has sufficiently completed the Project or a portion of the Project so that a Certificate of Occupancy has been issued by the City Development Services Department for the Project or such portion of the Project.

U. "Unit" means a Condominium Unit or a Townhome Unit.

V. "Unit Owner" means the owner of a Unit. Developer shall be the initial Unit Owner for each Unit until such Unit is sold to a third party.

ARTICLE II

SITE ASSEMBLY

Section 1. City shall assemble the Fee Parcel for transfer of ownership to Developer as follows:

A. Developer shall take all steps necessary to legally assign ("the Assignment") to the City the following documents comprising its accepted offer to purchase the Fee Parcel:

1. WB-15 Commercial Offer To Purchase between Milwaukee View, LLC ("Milwaukee View") and CR Real Estate, LLC dated as of October 6, 2017;
2. Rider to WB-15 Commercial Offer to Purchase dated October 24, 2017;

3. Amendment to Offer to Purchase dated as of July 11, 2018;
4. Amendment to Offer to Purchase dated as of October 21, 2018;
5. Assignment of Offer to Purchase dated as of _____, 2018 between Milwaukee View, as assignor, and Developer, as assignee.

All of the foregoing shall collectively be referred to as the "Purchase Documents". The Purchase Documents are attached and incorporated as Exhibit 3. The Assignment shall take place on or before the Closing Date (as defined in the Purchase Documents).

B. The consideration for such Assignment shall be the mutual rights and obligations found in this Agreement, which the Developer and City acknowledge constitutes good and sufficient consideration. It is the intent of the City and Developer that this obligation is binding on Developer and City and is not illusory.

C. Developer shall, during the Inspection Period, perform or request City perform at Developer's sole cost, such due diligence activities as allowed under the Purchase Documents and requested by Developer prior to City's purchase of the Fee Parcel. Developer shall be satisfied with those due diligence activities as requested by Developer and shall not have a right to request additional or duplicative due diligence activities after the expiration of the Inspection Period. City shall have no obligation to perform the due diligence activities absent Developer's request therefore.

D. Developer shall, in writing, instruct City to purchase or not to purchase the Fee Parcel within the time frame provided by the Purchase Documents. If Developer instructs the City in writing to purchase the Fee Parcel, closing on such Fee Parcel shall take place as provided under the Purchase Documents. Developer shall have no right to refuse to accept title to the Fee Parcel or the obligations in this Agreement once Developer has instructed City to purchase the Fee Parcel.

E. If Developer instructs the City to not purchase the Fee Parcel, this Agreement shall terminate and all approvals given or issued by City pertaining to the Project shall be deemed void and unenforceable and the parties shall have no further obligation to each other except for such obligations as expressly survive termination of this Agreement.

F. Developer shall reimburse the City for all costs, expenses, fees, taxes and other charges above the $420,000.00 purchase price City is obligated to pay at the closing on the Fee Parcel pursuant to the Purchase Documents ("Additional Closing Expenses"); provided, however, such Additional Closing Expenses shall not include the City's attorney's fees which shall be the sole obligation of the City. Developer shall reimburse City for all Additional

Closing Expenses at the closing on the conveyance of the Fee parcel to Developer (Article II. Section 2).

Section 2. If City purchases the Fee Parcel under Article II. Section 1, City shall convey the Fee Parcel to Developer as follows:

A. Closing on Developer's purchase of the Fee Parcel from City shall take place immediately following the closing under Article I. Section I.D.

B. In addition to the Additional Closing Expenses set forth in Article II. Section 1. F., Developer shall be responsible for all closing costs associated with this closing, including title insurance, title transfer fees, recording fees, all real estate taxes and storm water management fees for the year of the transfer, utility bills for service to the Fee Property and all other costs, fees or expenses related thereto for said year. Notwithstanding the foregoing, each party shall be solely responsible for its own attorney's fees.

C. Except to the extent arising from the City's breach of this Agreement or willful misconduct, Developer shall defend, save and hold the City, its officers, agents, employees and officials (collectively the "City Indemnified Parties") harmless from any and all causes of action against or claims brought or asserted against the City Indemnified Parties by Developer or any third party based upon City's status as an owner or former owner of the Fee Parcel, including but not limited to any and all environmental claims or actions, assertions or liens or other encumbrances, defense of title, quiet title, actions challenging Developer's title to the Fee Parcel, claims or assertions of negligence or other tort, claims of abuse of discretion or other claims or actions asserting the City has exceeded its authority, and any other legal claim or assertion.

ARTICLE III

DEVELOPER OBLIGATIONS

Section 1. Financing. With the exception of the Project Incentive Payments, Developer warrants that City will not, in any way, be obligated in any manner to arrange, guarantee, or otherwise participate in assisting Developer in obtaining financing for the Project.

Section 2. Plan Commission Approvals.

A. Precise Implementation Plan (PIP) Review. Developer shall present final PIP and construction plans to the City Plan Commission for its review within ninety (90) days following closing on the Fee Parcel.

B. Condominium Declaration and Condominium Plat. Developer shall present a condominium declaration (the "Declaration") and condominium plat (the 'Plat") submitting the Fee Parcel to the condominium form of ownership to the Plan Commission within ninety (90) days following closing on the Fee Parcel for review and approval by the Plan Commission for compliance with the terms if this Agreement, including the Restrictive Covenants required under Article III. Section 5.

Section 3. Construction Parameters.

A. Developer warrants that the PIP and construction parameters of the Project shall not be substantially different than the general plan submittal shown in Exhibit 3, all of which shall be of first class quality construction. Further the Project shall comply with all approved building and PIP designs and all applicable city codes, particularly as related to design standards.

B. Developer warrants for the term of this Agreement, that it will not remove the Irwin School from the state and federal historic registers in conjunction with the Project.

Section 4. Construction Schedule.

A. Commencement of Construction. Contingent upon obtaining any approvals required by the City and any financing necessary to construct the Project, Developer shall commence construction of the Project within one hundred twenty (120) days following Plan Commission approval of the PIP and construction plans.

B. Failure to Submit Plan Commission Approvals or Commence Construction. If Developer fails to submit its PIP, construction plans, the Declaration or the Plat to the Plan Commission for approval as required in Article III Section 3 or fails to commence construction within one hundred twenty (120) days following Plan Commission approval thereof (subject to Force Majeure Delays (as hereinafter defined)), and Developer fails to cure the same as provided under Article V, City shall be entitled to return of the Fee Parcel as follows:

1. Closing on the return of the Fee Parcel to the City shall take place not less than 30 days after the expiration of any applicable cure periods under Article V.

2. Developer shall transfer the Fee Parcel to City free and clear of all liens and encumbrances created by or arising through Developer, and shall pay all closing costs usually and customarily paid by sellers of property, including transfer fees, title insurance, pro-rated real estate tax and other special charges. If Developer is unable to convey the Fee Parcel back to City free and clear of all such liens and encumbrances, Developer consents to the entry of Judgment against it by a Court of competent jurisdiction for the amount of any such liens and encumbrances, plus costs incurred by the City in obtaining such Judgment.
3. There shall be no monetary payment by City to Developer for such transfer in recognition of the fact that Developer made no monetary payment to City when the Fee Parcel was conveyed to Developer, rather the same was considered an incentive payment to Developer.
4. Return of the Fee Parcel under this paragraph satisfies the requirement of Article III Section 11 with respect to the Site Assembly Incentive.

C. Construction. Developer agrees that construction shall proceed with all deliberate speed with the Condominium Units, subject to Force Majeure Delays, being Substantially Completed no later than January 1, 2020 and the Townhome Units, subject to Force Majeure Delays, being Substantially Completed no later than January 1, 2021.

D. Failure to Comply with Plan Approval or Construction Completion. Developer agrees that time is of the essence as to plan approval, Commencement of Construction and Substantial Completion. If any of the above timelines are not met, subject to extension for Force Majeure Delays, the City may pursue any remedy set forth in this Agreement upon the expiration of any applicable notice and cure period set forth herein.

E. Certificate of Occupancy. Developer is required to obtain Certificates of Occupancy from the City Building Inspector for each portion of the Development prior to occupancy of such portion of the Development.

Section 5. Guaranteed Unit Values. The Assessed Value of each Unit shall equal the Guaranteed Unit Value of such Unit set forth in Exhibit 4 as of the corresponding date set forth in Exhibit 4. Should the Assessed Value for such Unit be less than the Guaranteed Unit Value for such Unit as of such date or for any subsequent year after such date, the Unit Owner and its successors and assigns will make a Deficit Payment to the City equal to the difference in taxes to be collected due to

the shortfall in the Assessed Value. The Deficit Payment shall be determined as follows:

A. The Deficit Payment shall be determined by subtracting the Assessed Value for a particular Unit from the Guaranteed Unit Value. The difference between the Assessed Value for such Unit and the Guaranteed Unit Value shall be multiplied by the mil-rate for all taxing jurisdictions established for the prior tax year for the east side of De Pere, with the product being due and payable by the Unit Owner on or before October 15 of the year in which it is levied.

B. If not paid in full by October 15 of the year levied, the Deficit Payment amount shall become a lien on the Unit as a special charge under Wis. Stats. §66.0627.

C. Developer and all subsequent Unit Owners waive all rights to appeal the real estate assessment of each Unit to the City Board of Review provided said assessment is equal to or less than the Guaranteed Unit Value for such Unit (Pursuant to Article III, Section 5.D and 5.E., the "Restrictive Covenants").

D. The provisions of Article III, Section 5.C shall be made restrictive covenants in the Declaration by Developer.

E. The provisions of Article III, Section 5.C shall become restrictive covenants on the transfer of ownership of any interest in the Units.

F. City shall record a copy of this Agreement against the Fee Parcel at closing to memorialize these and other obligations in this Agreement.

G. The guarantee and concomitant waiver of appeal rights found in this Subsection shall expire upon termination of this Agreement.

H. Notwithstanding, anything to the contrary contained in this Agreement, if the Assessed Value of all of the Units in the Development exceed the Guaranteed Value – Aggregate for any given year, no Deficit Payments shall be due from any Unit Owner for such year.

Section 6. Equal Opportunity. Developer hereby agrees, on behalf of itself and its successors and assigns, that it will not permit the sale, lease, or use of the Units by any party who would act or permit unlawful discrimination or restriction contrary

to any applicable state, federal, or local fair housing laws, ordinances or regulations.

Section 7. Restrictions on Use. For the Term of this Agreement, no Unit Owner shall, without the prior written consent of the City, sell or lease any Unit to an entity whereby such sale or lease would cause such Unit to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon each Unit Owner and its successors and assigns. Each Unit Owner will place a restriction in any deed conveying any Unit during the duration of this Agreement prohibiting any use of such Unit during the Term of this Agreement which would cause the Unit to become tax exempt. Should any Unit nevertheless become tax exempt, the Deficit Payment shall then be made by the Unit Owner in accordance with Article III. Section 5.

Section 8. Obligation to Maintain and Repair.

A. Maintenance of Project. Developer shall organize and form a condominium association the ("Association") to govern the condominium created by the Declaration (the "Condominium"). The Association (and/or the Developer if prior to the establishment of the Association) shall, after each portion of the Project is Substantially Complete and during the Term of this Agreement, keep and maintain such portions of the Project as are Substantially Complete in good repair and working order and will make or cause to be made from time to time all repairs necessary thereto (including external and structural repairs) and renewals and replacements thereof so as to maintain in the City an operational, habitable, and marketable residential development, ordinary wear and tear and obsolescence excepted, and shall keep and maintain, or cause to be kept or maintained, such casualty and builder's risk insurance upon the Project as is customarily held in developments of like sizes and characters. All insurance policies required under this Section shall be taken out and maintained with insurance companies authorized to do business in the State of Wisconsin.

To assume the respective risks undertaken, said policies of insurance may be written without deductible amounts but with co-insurance features and the exceptions and exclusions comparable to those in similar policies carried by

condominium associations similarly situated, all of which must be approved by City, which approval shall not be unreasonably withheld. Certification(s) of insurance shall be provided to City prior to Developer commencing of construction of the Project and each such policy of insurance shall contain a provision that the insurance company shall give City at least thirty (30) days prior written notice of cancellation, non-renewal, or material change during the Term of this Agreement. In the event of the proposed cancellation or non-renewal of any policy by an insurance company, Developer or the Association, as the case may be, shall secure adequate replacement insurance policies prior to the effective date of such cancellation.

B. Damage Repair. If the Project, or any portion of it shall be damaged or partially or totally destroyed during the Term of this Agreement, Developer (or the Association, once established) shall promptly repair, rebuild, or restore the Project to the condition that existed immediately prior to such damage or destruction. In the happening of such an event, Developer (or the Association, as applicable) shall promptly give written notice thereof to City.

C. Subordination. City agrees that, upon presentment of a written request from Developer's lender or the lender of any Unit Owner, it will subordinate its interests in this Agreement to those of the lender as may reasonably be required.

Section 9. Claims, Injury and Property Damage Indemnification. Developer agrees to protect, defend, indemnify, and hold the City Indemnified Parties free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, reasonable professional fees, reasonable attorney fees, including those imputed to the City Attorney or other expenses or liabilities of every kind and character to the extent caused by and in connection with, or arising directly or indirectly out of, this Agreement and/or arising out of the operations and construction of this Development Project. This requirement shall apply with equal force to work performed by Developer, its architect, contractor, or any subcontractor or any other party directly employed or retained by Developer. Without limiting the generality of the foregoing, any and all such claims, etc.

relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof), or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. Developer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at its sole expense and agrees to bear all other costs and expenses related thereto even if it (claims, etc.) is groundless, false or fraudulent. Developer agrees that City will, if City deems appropriate, provide any additional reasonable defense to any claim hereunto, the full cost of which shall be borne by Developer. Notwithstanding the above, Developer's indemnification obligations under this Section shall not apply to the extent a claim or damage is caused by the City or results from the failure of the Association or any Unit Owner other than Developer to comply with its respective obligations under this Agreement. The indemnification obligations hereunder are personal to Developer and its successors and assigns and shall in no event be binding upon any subsequent Unit Owner or the Association.

Section 10. Not for Speculation. Developer represents and agrees that its acquisition of the Fee Parcel and its undertakings pursuant to this Agreement will be for the sole and express purpose of the redevelopment of the Fee Parcel consistent with the Project Plan and the terms and conditions of this Agreement and are not for the speculation in land holdings. Accordingly, Developer agrees for itself, its successors and assigns, that, except only by way of security for and only for the

purpose of obtaining the financing necessary to perform its obligations with respect to making the improvements on the Fee Parcel under this Agreement, Developer has not made and will not make or suffer, cause or permit to be made prior to the Substantial Completion of the Project, any total or partial sale, assignment, conveyance or lease, or any trust or power or transfer in any other mode or form of or with respect to this Agreement, the Parcels, the Redevelopment or any interest of the Developer therein, except for non-voting interest in the Developer for investment purposes only, or in this Agreement or any other agreement related to the Redevelopment without the prior written approval of the City, which shall not be unreasonably withheld. This provision shall not, however, restrict Developer from entering into contracts for the rental of apartment units or the conveyance of Units to Unit Owners prior to Substantial Completion for the purpose of occupancy of the Project or a Unit after its completion. This provision also shall not restrict Developer from granting any easements for purposes of obtaining utilities or services for the Project or which are necessary for the construction and development of the Project.

Section 11. Failure to Develop - Return of Project Grants.

Developer agrees to and obligates itself, its successors and assigns, to repay all Project Incentive Payments received from City should Developer fail to have Finally Completed construction of the Redevelopment Project within thirty six (36) months (subject to extension for Force Majeure Delays) following the closing on the Fee Parcel and the expiration of any applicable notice and cure periods set forth in Article V, unless otherwise agreed by the Parties in writing.

Upon repayment in full of the Project Incentive Payments received by Developer, plus interest thereon at the statutory rate from the date the Project Incentive Payment was made to the date repaid, this Agreement shall terminate (including any obligation of Unit Owners to make Deficit Payments) and the Parties shall have no further obligations to each other except such obligations as expressly survive termination of this Agreement.

Section 12. Liquidated Damages /Penalty Clause. Developer agrees to provide, at the time this Agreement is executed, a refundable cash deposit to City in the amount of Ten Thousand and no/100 Dollars ($10,000.00). The deposit shall be forfeited to City in the event of a material default by Developer under any of the material terms of this Agreement that extends beyond any applicable notice and cure period, which shall constitute compensation to City for expenses incurred as a result of Developer's breach. Developer's obligations for a deposit shall be released and the deposit refunded to Developer by City upon Substantial Completion of the Redevelopment Project by Developer.

ARTICLE IV

CITY OBLIGATIONS

Section 1. Project Cost Reimbursement Incentives.

A. In addition to the Site Assembly Incentive Payment of $420,000, City obligates itself to reimburse Developer for an additional one million ninety thousand dollars ($1,090,000.00) of expenses incurred in the redevelopment of the Fee Parcel according to the following schedule:

1. First Disbursement. The first disbursement of the Reimbursement Incentive in the amount of two hundred eighteen thousand dollars ($218,000.00) shall be made to Developer after rough-in approval of the Irwin School Condominiums by the City Building Inspector.
2. Second Disbursement. The second disbursement of the Project Cost Reimbursement Incentive in the amount of two hundred eighteen thousand dollars ($218,000.00) shall be made to Developer after Substantial Completion of the Condominium Units.
3. Third Disbursement. The third disbursement of the Project Cost Reimbursement Incentive in the amount of two hundred eighteen thousand dollars ($218,000.00) shall be made to Developer after rough-in approval of the first six (6) Townhome Units by the City Building Inspector.
4. Fourth Disbursement. The fourth disbursement of the Project Cost Reimbursement Incentive in the amount of two hundred eighteen thousand dollars ($218,000.00) shall be made to Developer after Substantial Completion of the first six (6) Townhome Units.
5. Fifth Disbursement. The fifth disbursement of the Project Cost Reimbursement Incentive in the amount of two hundred eighteen thousand dollars ($218,000.00) shall be made to Developer after rough-in approval of the second six (6) Townhome Units by the City Building Inspector.

B. Developer shall make written request for disbursement to the Director of Development Services. Such request shall indicate when the required approval had been granted and provide copies of paid receipts indicating that at expenditures not less than the amount of the Project Cost Reimbursement Incentive being requested have been incurred.

C. The Project Incentives are premised upon the completed Project having a Guaranteed Value – Aggregate for real property tax purposes in an amount not less than one million seven hundred eighty-two thousand dollars ($1,782,000.00) as of January 1, 2020 and five million forty seven thousand two hundred dollars ($5,047,200.00) as of January 1, 2021.

Section 2. Cooperation. The City agrees to cooperate in the timely prosecution and granting of applications made by Developer for any certifications, permits or approvals appropriate or necessary for the Project.

ARTICLE V

DEFAULT PROVISIONS

Section 1. Enforced Delay in Performance for Causes Beyond the Control of Parties. For the purposes of any provisions of this Agreement, no party nor any successor in interest shall be considered in breach or default of its obligations with respect to the beginning and completion of any phase of construction or progress in respect thereto in the event of enforced delay in the performance of any obligations due to unforeseeable causes beyond its control and without its fault, or negligence including, but not restricted to, acts of God, forces majeure, acts of the

public enemy, acts of adjoining property owners, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, breach of contracts by contractors or subcontractors, unusual delays in obtaining any necessary permits or approvals from a governmental agency not caused by Developer's acts or omissions, and unusually severe weather or delays of subcontractors due to such causes (each, a "Force Majeure Delay"), it being the purpose and intent of these provisions that in the event of the occurrence of any such Force Majeure Delay, the time or times of performance of any of the obligations of Developer with respect to construction of the improvements or Commencement of Construction shall be extended for the period of the Force Majeure Delay as determined in good faith by City; provided that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof and of the cause or causes thereof and requested an extension for the period of the Force Majeure Delay. In the event a delay is caused by unavailable materials or breach of contracts by contractors or subcontractors, Developer shall make a reasonable effort to procure performance and City agrees to grant a sufficient extension to permit such procurement by Developer.

Section 2. Breach and Cure. Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. Except for Developer's failure to commence construction as provided under Article III Section 3.A, if either party believes that such provision has been breached, it shall supply the other party with written notice, informing the other party that it has sixty (60)

days to cure such breach. If any party has reason to believe that Developer has failed to commence construction under Article III Section 3.A., the cure period shall be thirty (30) days, not sixty (60) days. If there is no cure within the cure period of any breach for which notice has been given, the party not in breach may bring any action available for any remedy provided in law or equity; except, however, in the event a party is pursuing a cure but the cure cannot be completed in the cure period provided herein, then it shall not be construed as a default if the party immediately undertakes steps to cure the default after receipt of notice and then diligently and in good faith prosecutes the curing of such default to its conclusion.

Section 3. Specific Performance Where Remedy Provided. Where a remedy is specifically provided in this Agreement, in the event that either party fails to perform in compliance with such remedy provision or unreasonably delays in performing thereunder and such delay or failure causes damage to the other party, nothing in this Agreement shall prevent the other party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

Section 4. Rights and Remedies Cumulative. The rights and remedies of the parties, whether provided by law or provided by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same time or different times of any such other remedies for the same event of

default of breach or of any remedies for any other event of default or breach by Developer. No waiver made by City with respect to the performance or manner or time of any obligation of Developer under this Agreement shall be considered a waiver of any rights of City to enforce any other obligations of Developer.

ARTICLE VI

MISCELLANEOUS

Section 1. Approvals in Writing. Whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing, signed by the duly authorized office of the City, and delivered to the party to whom it is directed at the address specified in Section 5 hereunder. Whenever under this Agreement the consent, approval or waiver of City is required or the discretion of City may be exercised, the Mayor shall have the authority to act, as the case may be. Whenever any approval is required by the terms of this Agreement and request or application for such approval is duly made, such approval shall not be unreasonably withheld, conditioned or delayed.

Section 2. Obligations to Run with the Land. The obligation to make Deficit Payments, the Restrictive Covenants and the provisions of Article II. Section 7 shall run with the land and are binding upon all subsequent Unit Owners. This Agreement and any amendment thereto shall be recorded with the office of the Brown County Register of Deeds. Notwithstanding anything to the contrary herein, it is intended and agreed that all right, title and interest to the Project Incentive Payments and

all obligations to repay the Project Incentive Payments and to Finally Complete the Project are personal to Developer and Developer's permitted successors and assigns, and shall not run with the land.

Section 3. Assignment. Developer may assign this Agreement only in its entirety, and then only upon written notice of assignment to City, including acknowledgement by the assignee of the obligations contained in this Agreement and City's consent to the same.

Section 4. Contractual Interpretation. The paragraphs headed by roman numerals in this Agreement are referred to as articles and are intended to include, as categories thereunder, numbered sections and lettered subsections. The article, section, and subsection headings of this Agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement.

Section 5. Notices. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the Parties hereto at their respective addresses set forth below and shall be deemed received on the date of postmark:

1. If to Developer: Anuj Rastogi
Irwin School Development, LLC
225 East St. Paul Street, Suite 302
Milwaukee, WI 53202

2. With a Copy to: Reinhart Boerner van Deuren s.c
1000 N. Water Street, Suite 1700
Milwaukee, WI 53202
Attn: Frank Pitsoulakis, Esq.

3. If to City: City Administrator
335 South Broadway Street
De Pere, WI 54115

Section 6. No Liability of City. City shall have no obligation or liability to the lending institution, architect, contractor, or subcontractor, or any other party retained by Developer in the performance of its obligations and responsibilities under the terms and conditions of this Agreement. Developer specifically agrees that no representations, statements, assurances, or guarantees will be made by Developer to any third party or by any third party which are contrary to these provisions.

Section 7. Law Governing. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

Section 8. Entire Agreement. This Agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the Parties and supersedes all prior discussions and agreements, whether written or oral, between the Parties and constitutes the sole and entire agreement between the Parties with respect thereto. This Agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all Parties hereto.

[Signature Page Follows]

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

IRWIN SCHOOL DEVELOPMENT, LLC
By: _____
Print Name: LINDSEY S. BOVINET
Title: PARTNER

State of Wisconsin)
: SS
Milwaukee County)

This instrument was acknowledged before me on the 16th day of January, 2019, by Lindsey Bovinet and _____
Of Irwin School Development, LLC.

_____
Notary Public, State of Wisconsin
My commission expires on 08/15/2022.

CITY OF DE PERE
By: _____
Print Name: Michael J. Walsh
Title: Mayor

_____
Print Name: Shana D. Ledvina
Title: Clerk-Treasurer

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on the 18th day of January, 2019, by Michael J. Walsh, Mayor and Shana D. Ledvina, Clerk-Treasurer
Of City of De Pere.

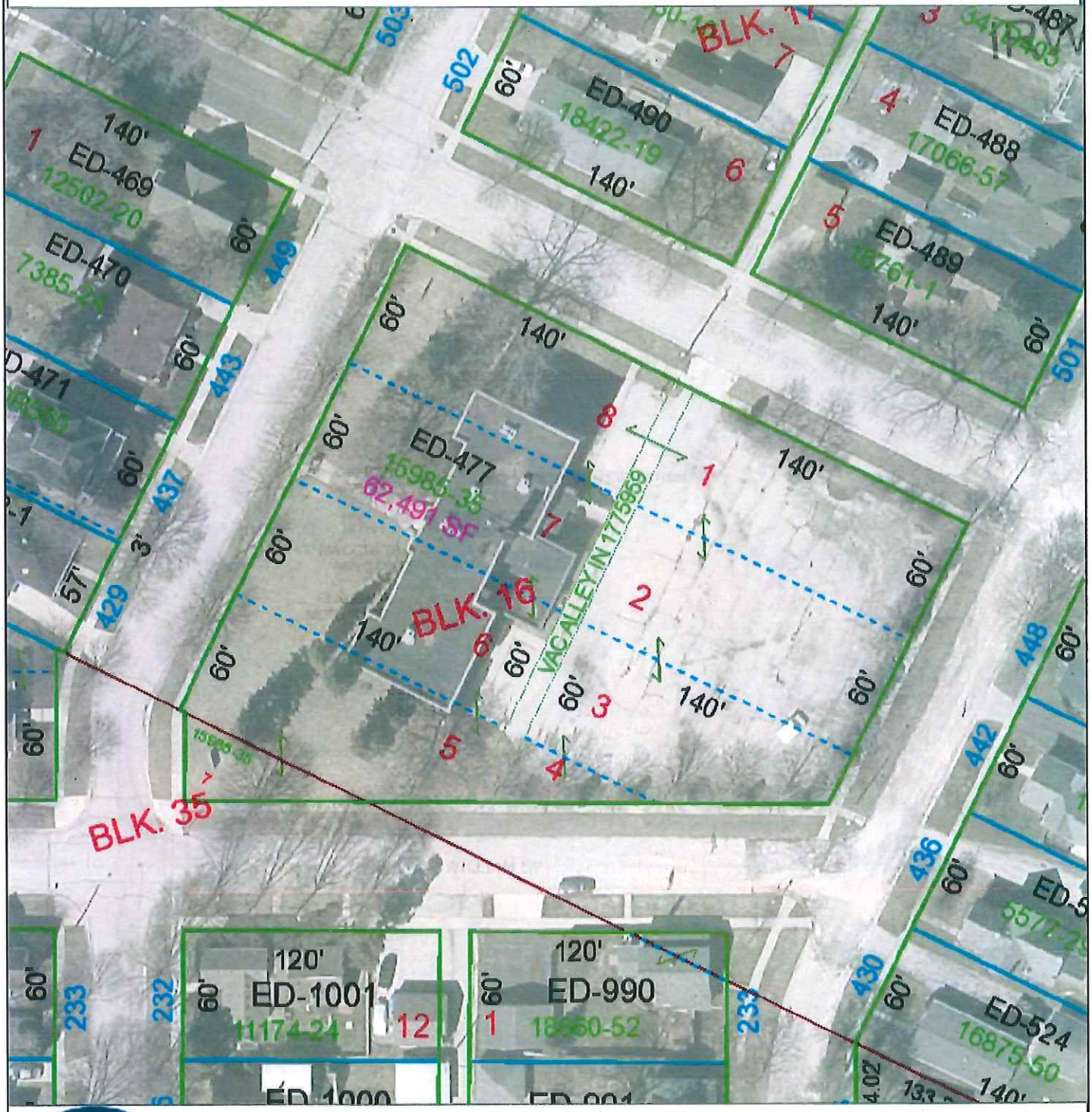
_____
Angela M. Zills
Notary Public, State of Wisconsin
My commission expires on 4/15/2022.

NOTARY PUBLIC ☆ RYAN JOSEPH CONDON ☆ STATE OF WISCONSIN

ANGELA M. ZILLS NOTARY PUBLIC STATE OF WISCONSIN

Exhibit 1

<Title>



Brown County Planning & Land Services

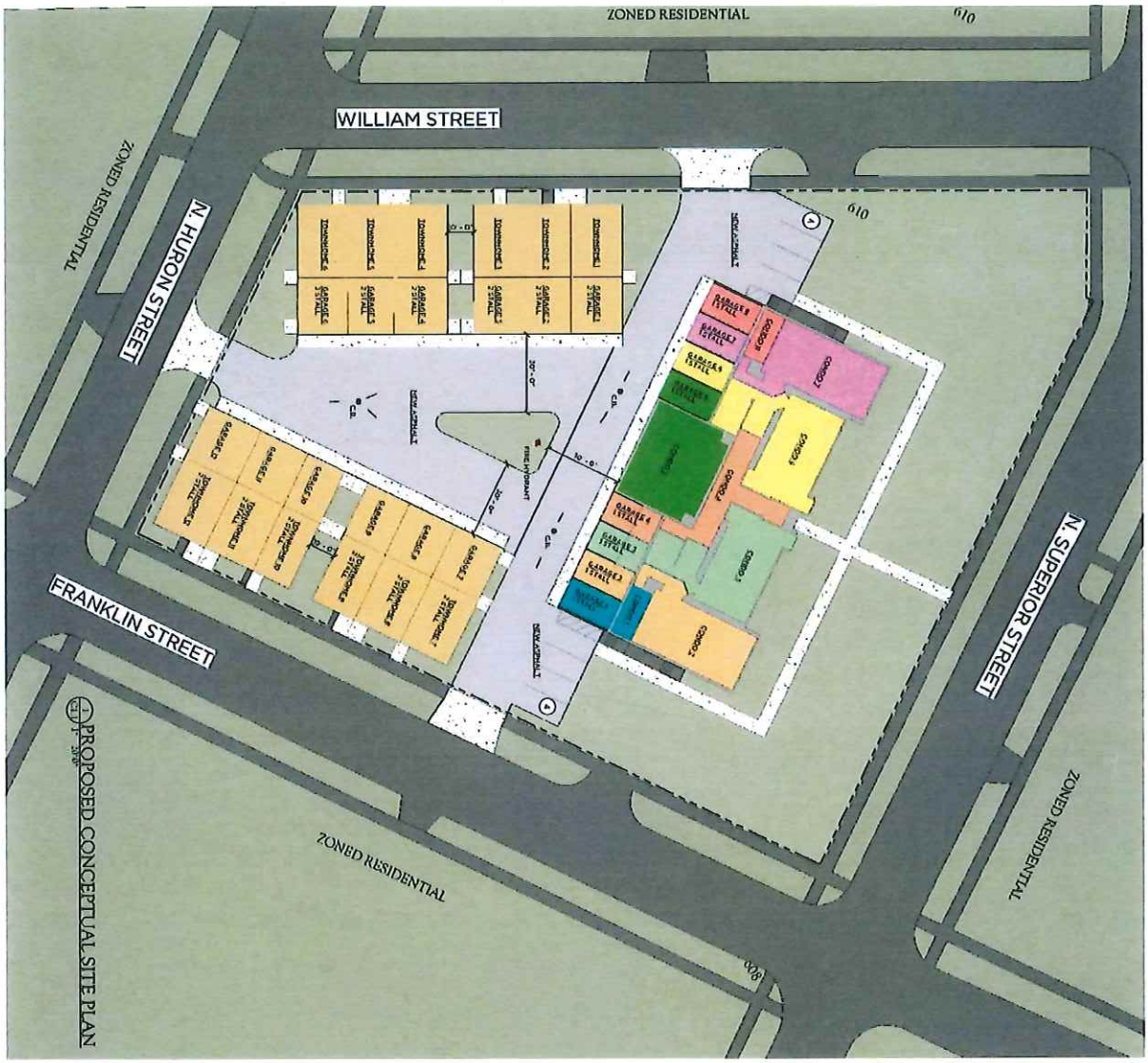
A map key (legend) and other information about this map is available at: **maps.gis.co.brown.wi.us**

Geographic Information System (GIS) data provided by: Brown County Planning & Land Services Department

Brown County is not responsible for user-drawn graphics that may have been added to this GIS base map.

This map is intended for advisory purposes only. It is based on sources believed to be reliable, but Brown County distributes this information on an "As Is" basis. No warranties are implied. Boundaries shown on this map are general representations only and should not be used for legal documentation, boundary survey determinations, or other property boundary issues.

10/18/2018
Scale 1:720



N

IRWIN LOFTS (SCHOOL) CONDOS		
CONDO 1		
	FIRST FLOOR	970 SQFT
	SECOND FLOOR	970 SQFT
	TOTAL	1940 SQFT
	BEDROOMS	2
	1 STALL GARAGE	1
CONDO 2		
	FIRST FLOOR	900 SQFT
	SECOND FLOOR	900 SQFT
	TOTAL	1800 SQFT
	BEDROOMS	2
	1 STALL GARAGE	1
CONDO 3		
	FIRST FLOOR	1300 SQFT
	SECOND FLOOR	1300 SQFT
	TOTAL	2600 SQFT
	BEDROOMS	3
	1 STALL GARAGE	1
CONDO 4		
	FIRST FLOOR	1150 SQFT
	SECOND FLOOR	1150 SQFT
	TOTAL	2300 SQFT
	BEDROOMS	3
	1 STALL GARAGE	1
CONDO 5		
	FIRST FLOOR	630 SQFT
	SECOND FLOOR	980 SQFT
	TOTAL	1610 SQFT
	BEDROOMS	2
	1 STALL GARAGE	1

IRWIN TOWNHOMES		
TOWNHOUSE 1		
	FIRST FLOOR	525 SQFT
	SECOND FLOOR	525 SQFT
	TOTAL	1050 SQFT
	BEDROOMS	2
	GARAGE	1
TOWNHOUSE 2		
	FIRST FLOOR	525 SQFT
	SECOND FLOOR	525 SQFT
	TOTAL	1050 SQFT
	BEDROOMS	2
	GARAGE	1
TOWNHOUSE 3		
	FIRST FLOOR	525 SQFT
	SECOND FLOOR	525 SQFT
	TOTAL	1050 SQFT
	BEDROOMS	2
	GARAGE	1
TOWNHOUSE 4		
	FIRST FLOOR	525 SQFT
	SECOND FLOOR	525 SQFT
	TOTAL	1050 SQFT
	BEDROOMS	2
	GARAGE	1
TOWNHOUSE 5		
	FIRST FLOOR	525 SQFT
	SECOND FLOOR	525 SQFT
	TOTAL	1050 SQFT
	BEDROOMS	2
	GARAGE	1
TOWNHOUSE 6		
	FIRST FLOOR	525 SQFT
	SECOND FLOOR	525 SQFT
	TOTAL	1050 SQFT
	BEDROOMS	2
	GARAGE	1
TOWNHOUSE 7		
	FIRST FLOOR	525 SQFT
	SECOND FLOOR	525 SQFT
	TOTAL	1050 SQFT
	BEDROOMS	2
	GARAGE	1
TOWNHOUSE 8		
	FIRST FLOOR	525 SQFT
	SECOND FLOOR	525 SQFT
	TOTAL	1050 SQFT
	BEDROOMS	2
	GARAGE	1

PROJECT DATA		
IRWIN CONDOS, CONDOS		
BUILDING FIRST FLOOR	8705	SQFT
BUILDING SECOND FLOOR	8455	SQFT
BUILDING TOTAL	17160	SQFT
CONCRETE SIDEWALK/DRIVEWAY	1835	SQFT
ASPHALT	8205	SQFT
TOTAL GARAGES	1	
PARKING SPACES	8	
IRWIN TOWNHOMES		
BUILDING FIRST FLOOR	3150	SQFT
BUILDING SECOND FLOOR	3150	SQFT
BUILDING TOTAL	6300	SQFT
CONCRETE SIDEWALK/DRIVEWAY	2009	SQFT
ASPHALT	5944	SQFT
TOTAL GARAGES	12	
	12-1 STALL	
LOT SIZE	42,963	SQFT
GREEN SPACE	26,995	SQFT
	62%	

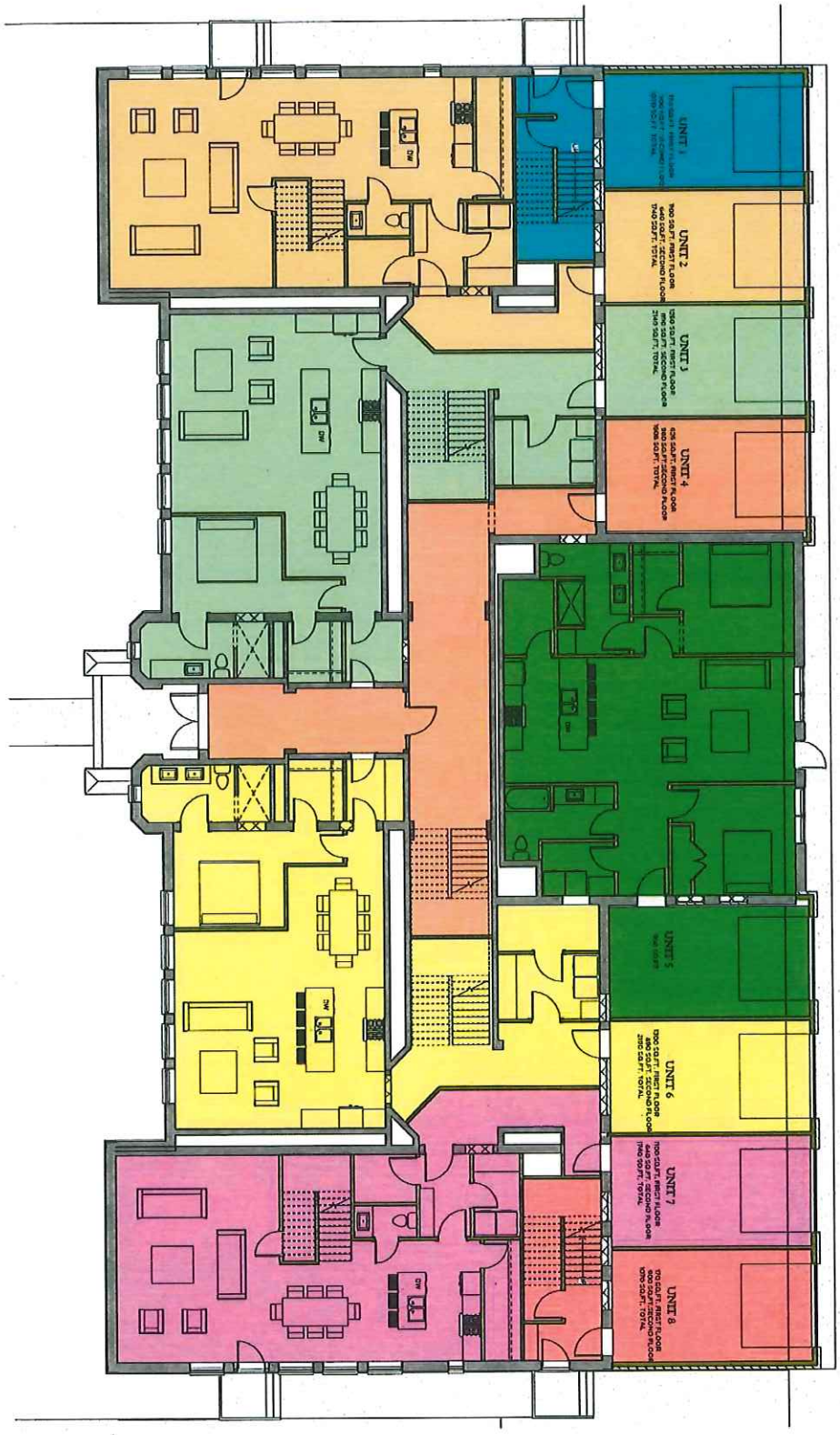
C1.1

REVISIONS	BUSINESS DEV. MANAGER:	PRELIMINARY NO:
07-01-2019 - DWB	DESIGNER:	CONTRACT NO:
07-10-2019 - DWB	DRAWN BY:	"COPYRIGHT NOTICE"
	PROJECT MANAGER:	

IRWIN SCHOOL LOFTS

428 N. SUPERIOR ST. DEPERE, WI

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



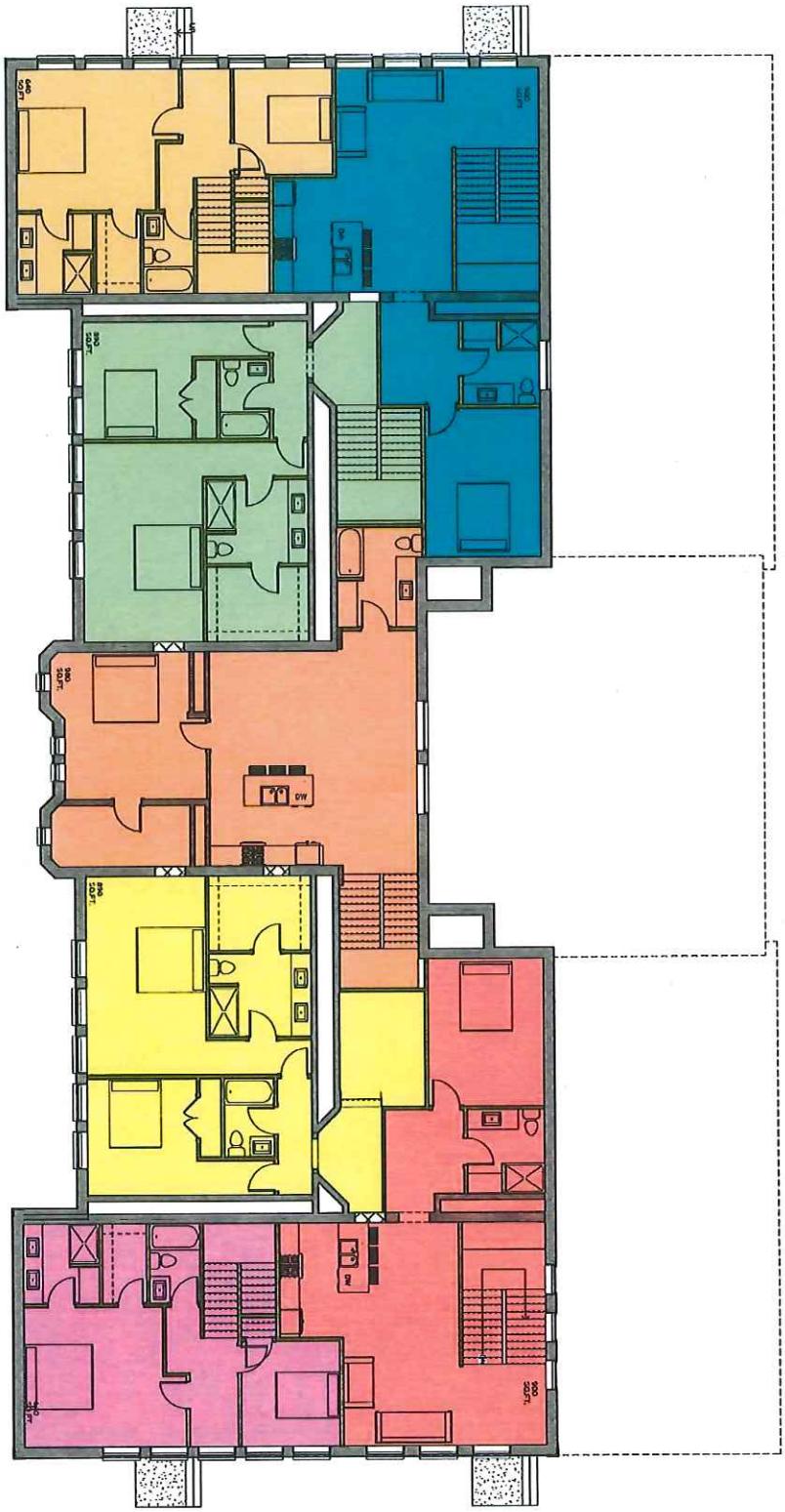
1 FIRST FLOOR PLAN
1/8" = 1'-0"

A1.1

IRWIN SCHOOL LOFTS

428 N. SUPERIOR ST. DEPERE, WI

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



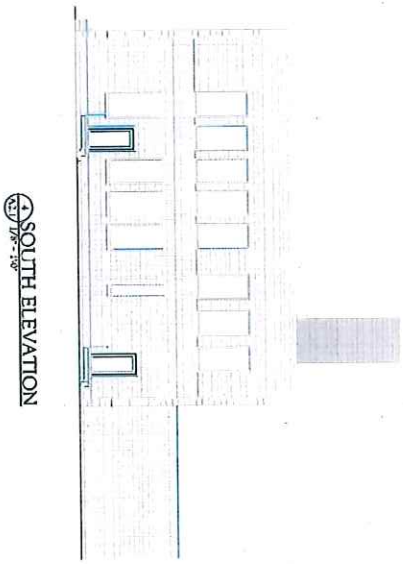
SECOND FLOOR PLAN

A1.2

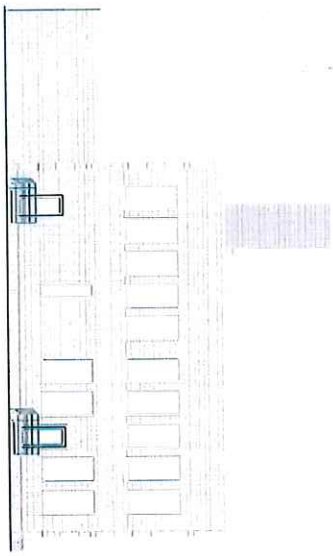
IRWIN SCHOOL LOFTS

428 N. SUPERIOR ST. DEPERE, WI

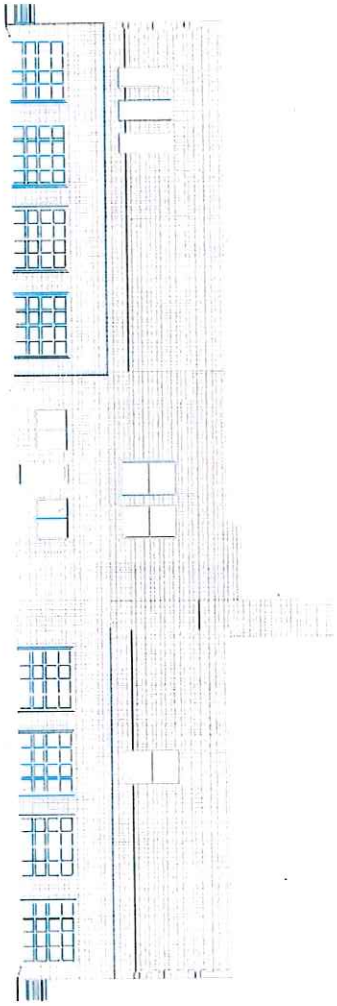
DELEERS CONSTRUCTION, INC.
1825 Nimtz Drive, Suite A | De Pere, WI 54115
P 920.347.5850 | deleers.com



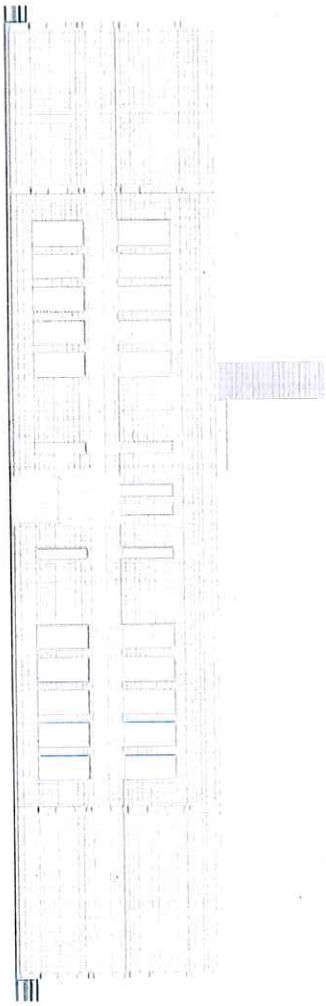
SOUTH ELEVATION
1/8" = 1'-0"



NORTH ELEVATION
1/8" = 1'-0"



EAST ELEVATION
1/8" = 1'-0"



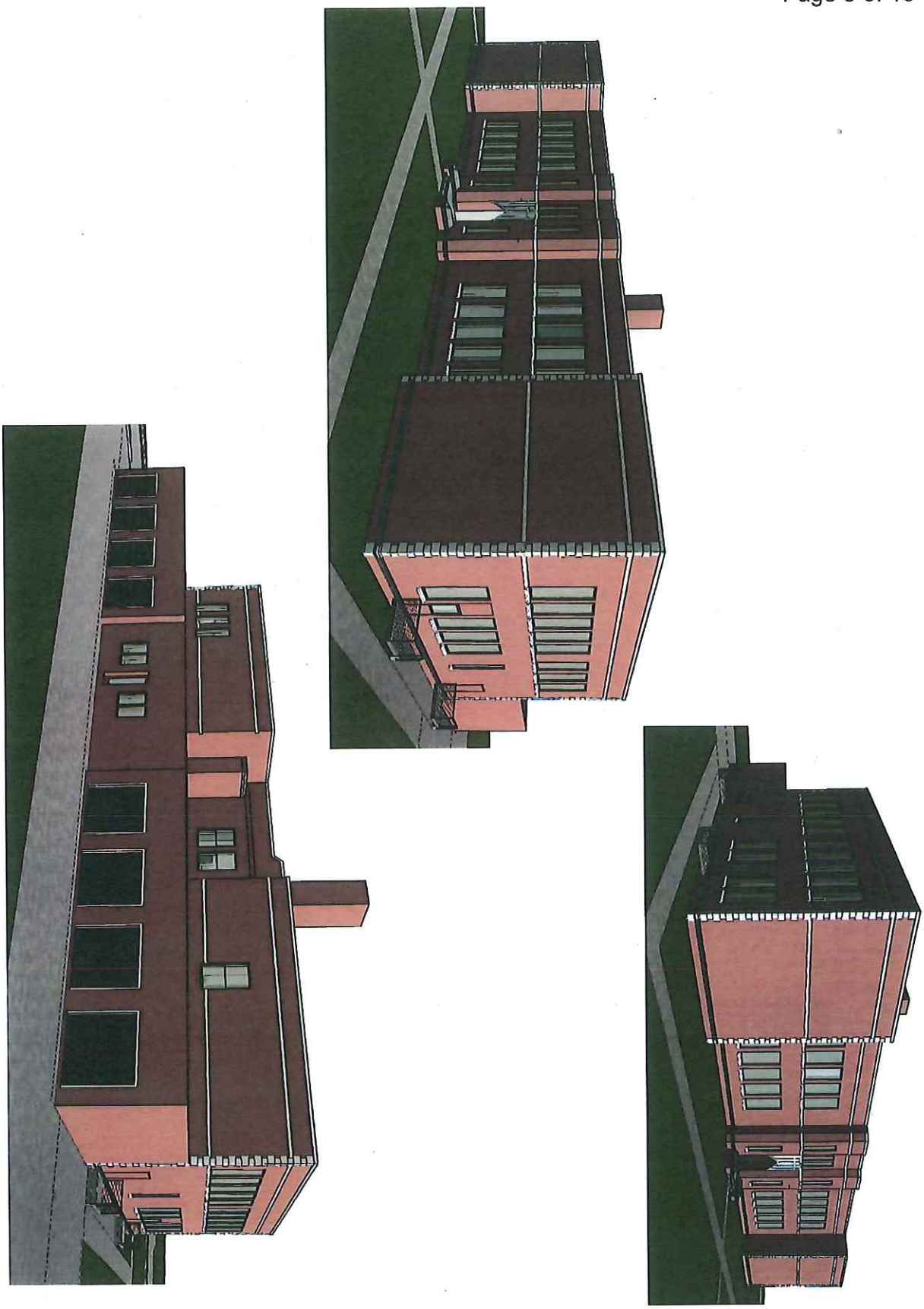
WEST ELEVATION
1/8" = 1'-0"

A2.1

IRWIN SCHOOL LOFTS

428 N. SUPERIOR ST. DEPERE, WI

DELEERS CONSTRUCTION, INC.
1825 Tomtz Drive, Suite A | De Pere, WI 54115
P 920.347.5030 | dcleers.com



A2.2

IRWIN SCHOOL LOFTS

428 N. SUPERIOR ST. DEPERE, WI

DELEERS
CONSTRUCTION, INC.
1025 Nimitz Drive, Suite A | De Pere, WI 54115
P 920.347.5030 | delcers.com

COMMERCIAL | RESIDENTIAL

DELEERS CONSTRUCTION, INC.

With roots dating back to the 1900s the Irwin School is not only historic but has a lifeline of this city built into it with every brick. As a family owned business in its third generation we understand that significance and plan to honor that by simply breathing new life and purpose into this landmark.

Our intention will be to keep the original architecture and character of the school building but within the original walls, repurpose the floorplan into eight condo units. The design will allow for (2) 1 bedroom, (4) 2 bedroom and (2) 3 bedroom units. Each unit will have a single stall garage, with private entrance and one parking stall on the lot near the building. The garage structure will be added on to the existing Irwin School Building and will have a flat roof and brick to match the existing building. There will be a need to add more windows to appeal to potential homebuyers but preservation is our highest priority.

In addition we will build twelve town home units with characteristics to fit into the residential neighborhood. The existing parking lot area will have four townhouse buildings with three individually owned townhouses in each building. Each townhome will have two bedrooms and a two stall garage.

We will be leaving a majority of the west side of the property green space as is for curb appeal and as an amenity for future home owners.

This project is the perfect fit for DeLeers construction with our expert craftsmen and ties to this community. We would be honored preserve The Irwin School and add value to De Pere.

mke view

July 9, 2018

Re: Irwin School Development Organizational Structure

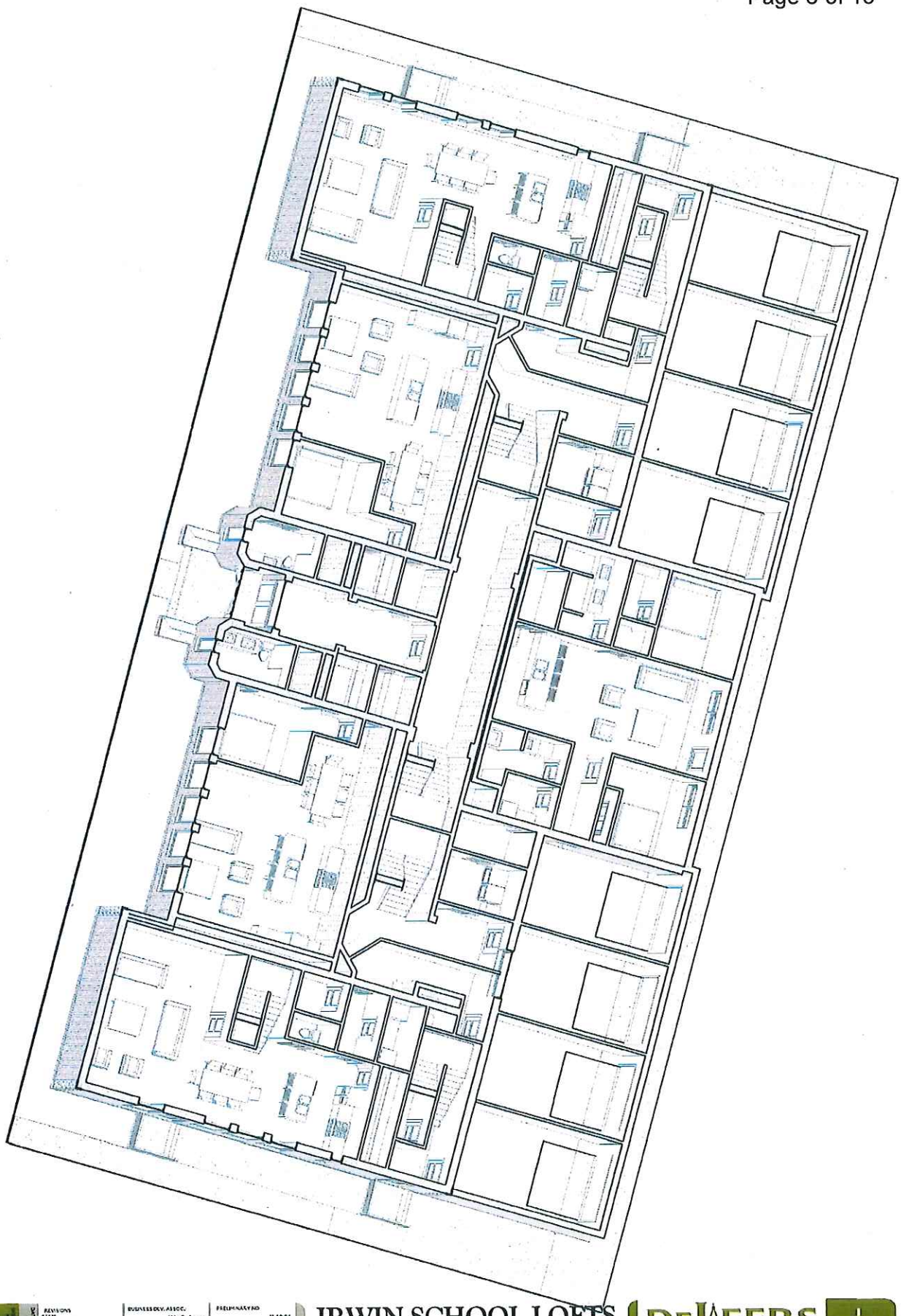
Per the rezoning and general plan submittal requirements, Milwaukee View is proposing the following organizational structure which is subject to change. In pre-construction and during construction, the Irwin School project will be under ownership of Irwin School Development LLC. Upon completion of the townhome and condo units, the individual units will be sold to individual home buyers who will be part of a home owners association (Irwin School Association). The home owners association will be made up of all townhome and condo owners who will fund the operations of the organization with annual dues. The association will be responsible for grounds and property maintenance for which a third party property manager may be chosen.

As our project moves forward, Milwaukee View will add further detail to Irwin School Development's organizational plans.

Best Regards,

Anuj Rastogi

Director of Finance and Investments
Milwaukee View LLC
908-235-1909
Arastogi@mkeview.com



D1.1

IRWIN SCHOOL LOFTS

428 N. SUPERIOR ST. DEPERE, WI

DELEERS CONSTRUCTION, INC.
1925 Hintz Drive, Suite A | De Pere, WI 54115
P 920.347.5830 | deleers.com



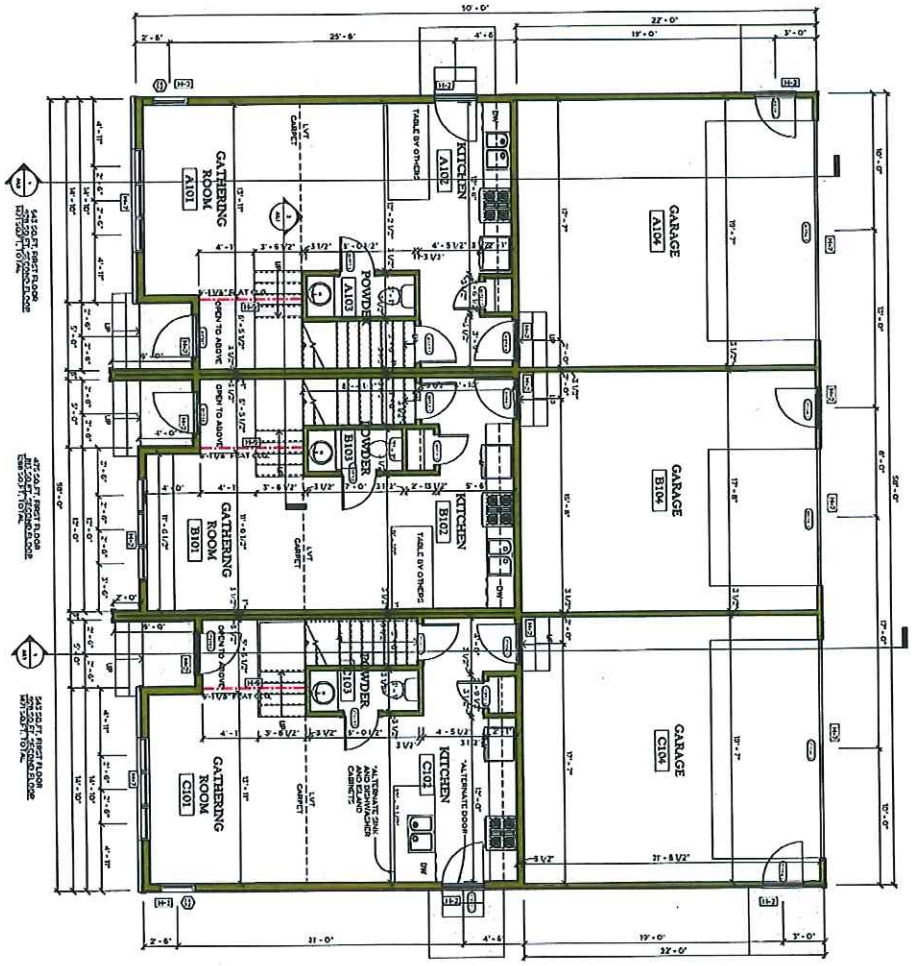
1 SECOND FLOOR INTERIOR

D1.2

IRWIN SCHOOL LOFTS

428 N. SUPERIOR ST. DEPERE, WI

DELEERS
CONSTRUCTION, INC.
1925 Nimitz Drive, Suite A | De Pere, WI 54115
P 920.347.5830 | deleers.com



FIRST FLOOR PLAN

HEADER/BEAM SCHEDULE	
H1	2-2X8 HDR.
H2	2-2X10 HDR.
H3	2-2X12 HDR.
H4	3-1 3/4"X9 1/4"X7' LVL HEADER
H5	3-1 3/4"X9 1/4"X8' LVL HEADER
H6	3-1 3/4"X9 1/4"X9' LVL HEADER
H7	3-1 3/4"X9 1/4"X10' LVL HEADER
H8	3-1 3/4"X9 1/4"X11' LVL HEADER
H9	3-1 3/4"X9 1/4"X12' LVL HEADER

PRELIMINARY - NOT FOR CONSTRUCTION

PROPOSED FOR:

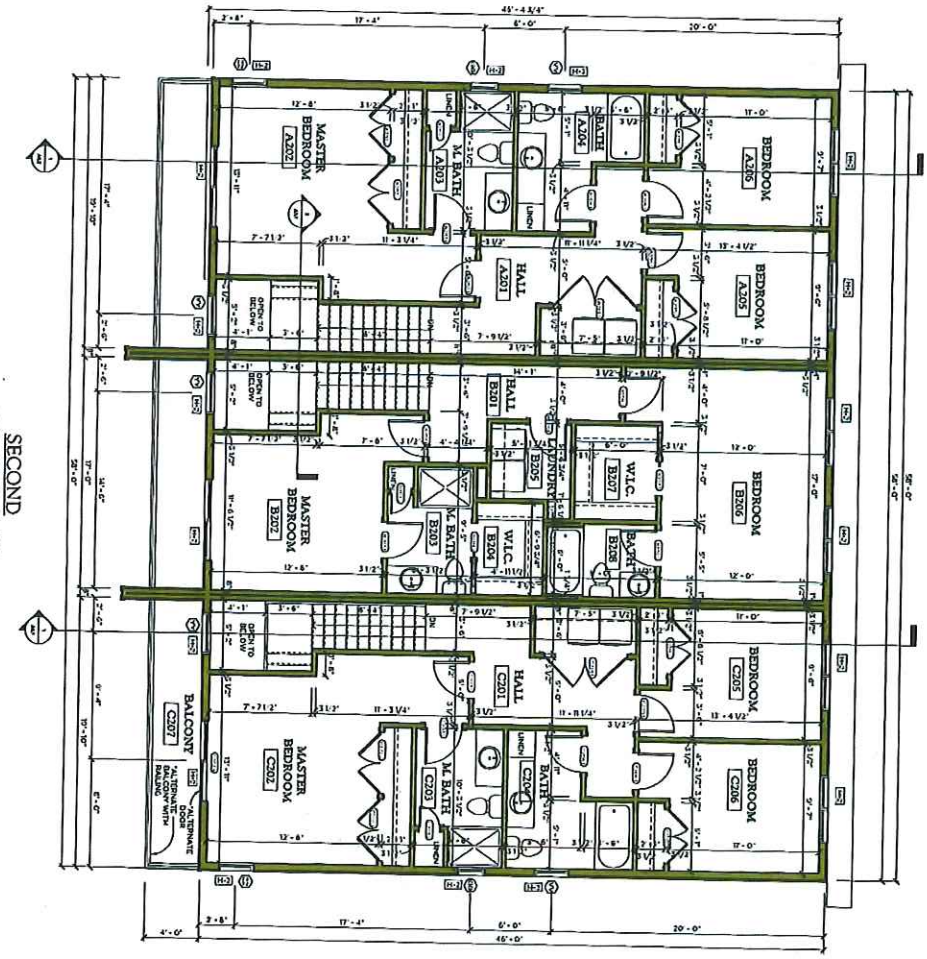
IRWIN LOFTS

428 N. SUPERIOR ST.
DEPERE, WI

DELEERS CONSTRUCTION, INC.

"COPYRIGHT NOTICE"

A1.1



SECOND FLOOR PLAN
1/4" = 1'-0"

HEADER/BEAM SCHEDULE	
HB1	2-2X8 W/ 1/2" OSB
HB2	2-2X10 W/ 1/2" OSB
HB3	2-2X12 W/ 1/2" OSB
HB4	2-1 3/4"X9 1/4" LVL HEADER
HB5	2-1 3/4"X11 7/8" LVL HEADER
HB6	2-1 3/4"X14" LVL HEADER
HB7	2-1 3/4"X16" LVL HEADER
HB8	2-1 3/4"X18" LVL HEADER

PRELIMINARY - NOT FOR CONSTRUCTION

SHEET: A1.2

BUSINESS DEV. ASSOC. Matt Coolman
DESIGNER: Jeremy Lueck
PROJECT MANAGER: SSS
PRELIMINARY NO: —
CONTRACT NO: —
DATE: 01/01/07

REVISIONS
DESCRIPTION - DWG

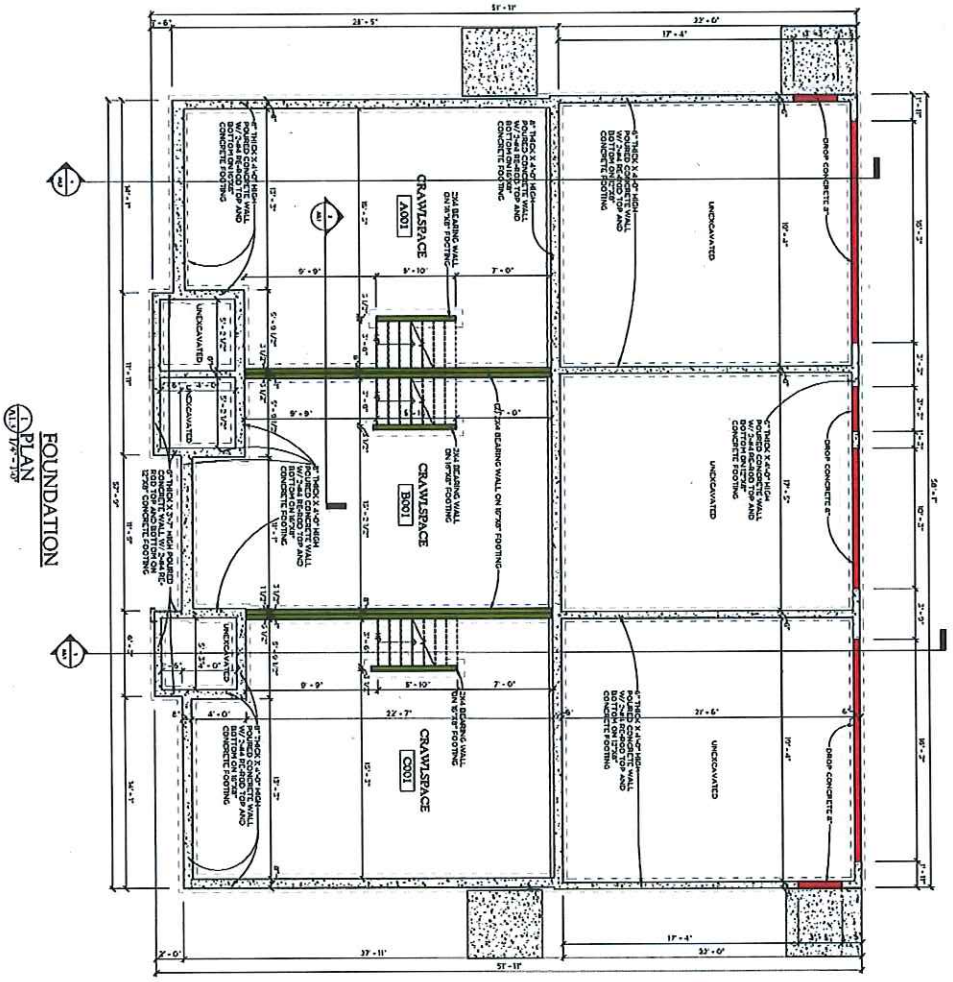
"COPYRIGHT NOTICE"

DELEERS CONSTRUCTION, INC.

PROPOSED FOR:

IRWIN LOFTS
428 N. SUPERIOR ST.
DEPERE, WI

DELEERS CONSTRUCTION, INC.



FOUNDATION PLAN
1/4" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

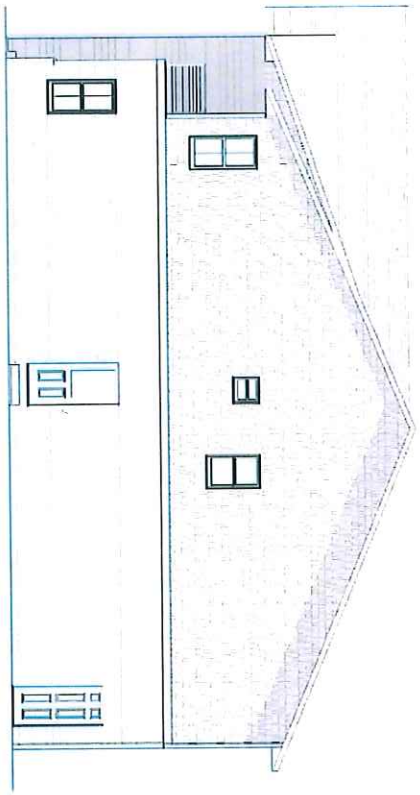
SHEET: A1.3

"COPYRIGHT NOTICE"

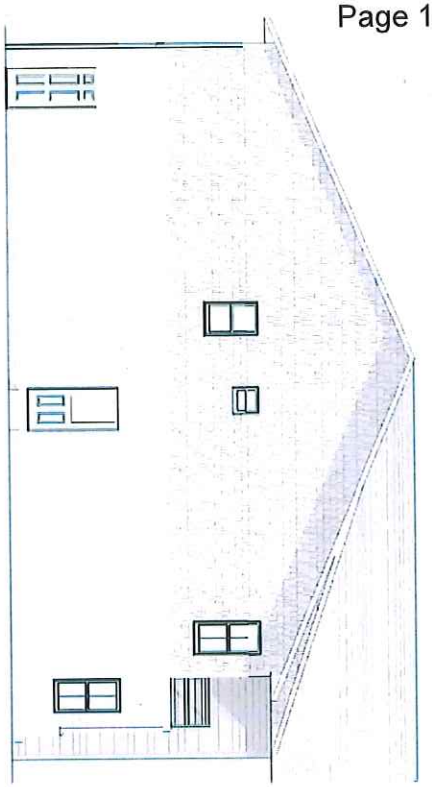
PROPOSED FOR:

IRWIN LOFTS
428 N. SUPERIOR ST.
DEPERE, WI

DELEERS CONSTRUCTION, INC.



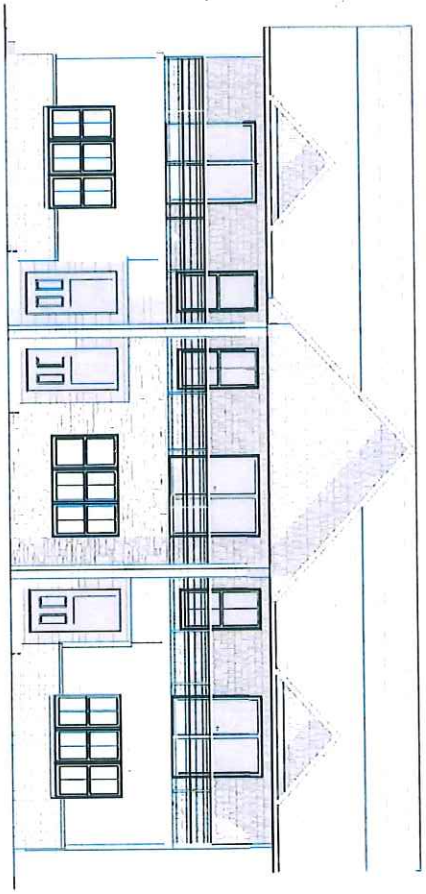
SOUTH ELEVATION



NORTH ELEVATION



EAST ELEVATION



WEST ELEVATION

PRELIMINARY - NOT FOR CONSTRUCTION

A2.1

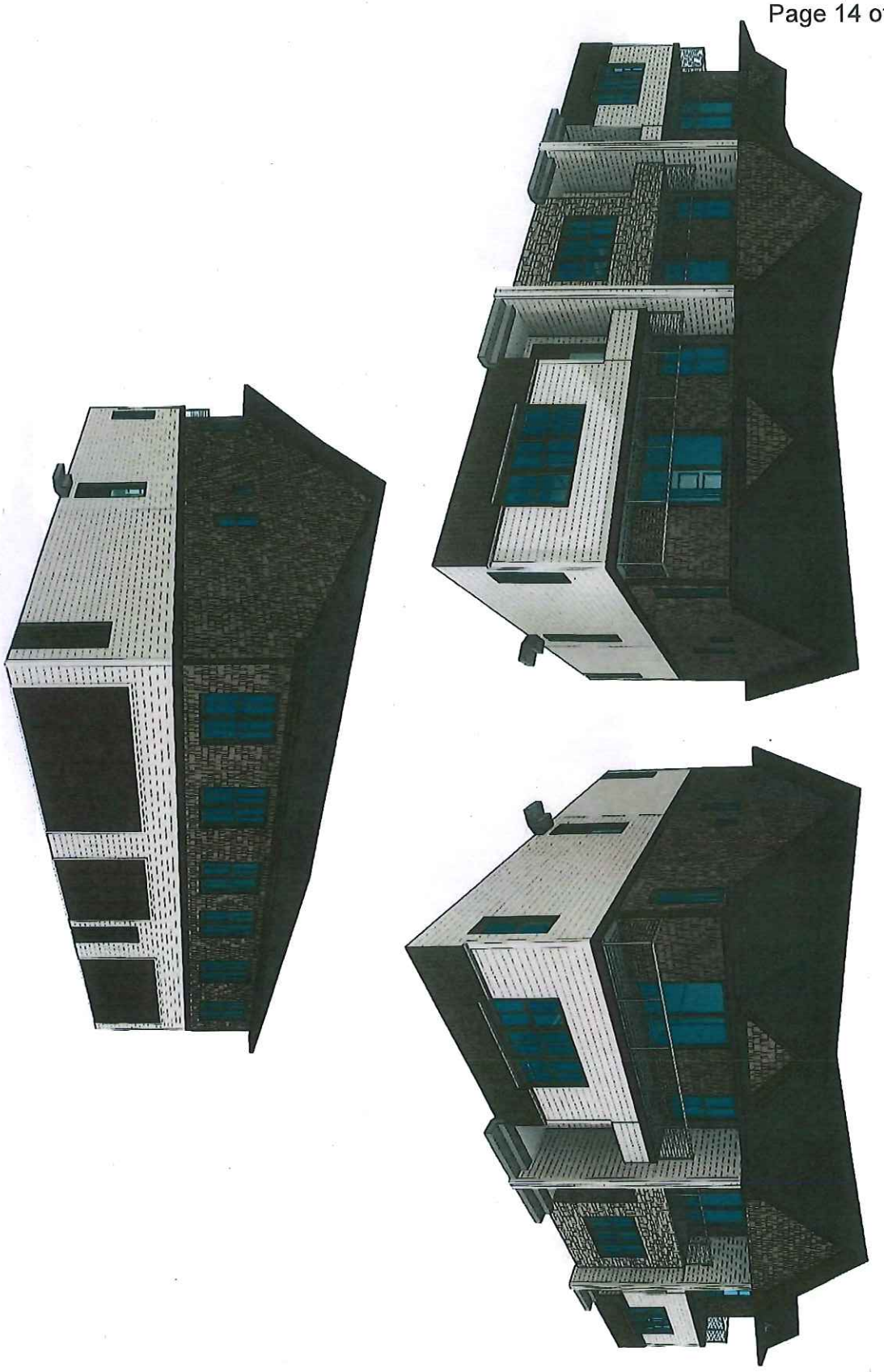
"COPYRIGHT NOTICE"

PROPOSED FOR:

IRWIN LOFTS

428 N. SUPERIOR ST.
DEPERE, WI

DELEERS CONSTRUCTION, INC.



PRELIMINARY - NOT FOR CONSTRUCTION

A2.2

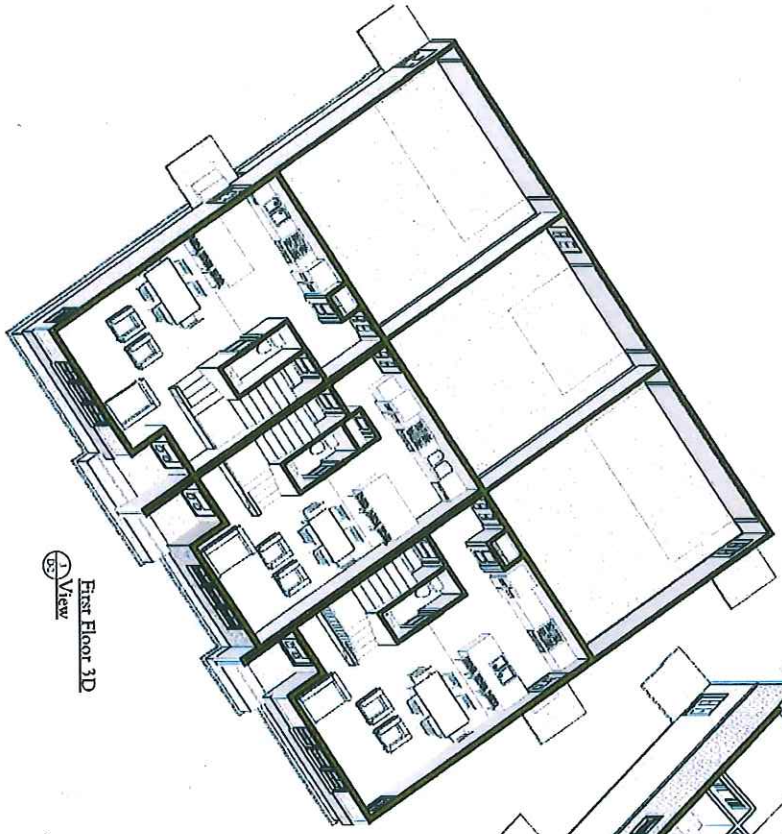
"COPYRIGHT NOTICE"

PROPOSED FOR:

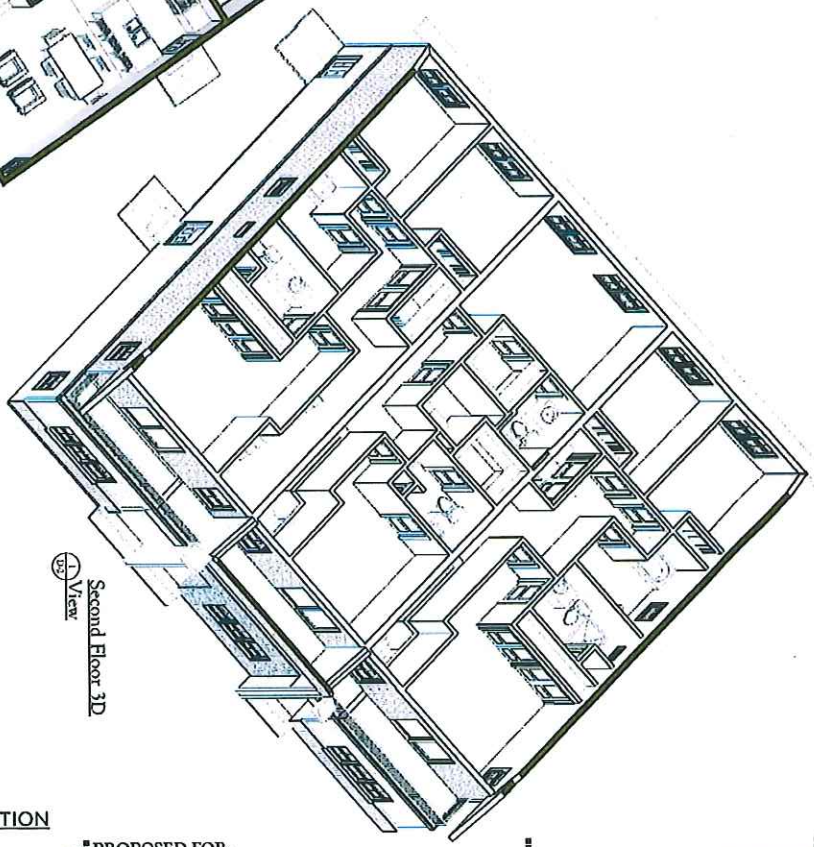
IRWIN LOFTS

428 N. SUPERIOR ST.
DEPERE, WI

DELEERS CONSTRUCTION, INC.



1 View
First Floor 3D



1 View
Second Floor 3D

PRELIMINARY - NOT FOR CONSTRUCTION

PROPOSED FOR:

IRWIN LOFTS

428 N. SUPERIOR ST.
DEPERE, WI

DELEERS CONSTRUCTION, INC.

D-2

"COPYRIGHT NOTICE"

October 21, 2018

CR Real Estate LLC
Larry Anderson
2101 S. 107th St.
Milwaukee, WI 53227

Re: Amendment to Offer to Purchase

Per the Offer to Purchase and Rider executed on October 24, 2017 for the property located on 428 N. Superior Street in De Pere, Wisconsin, the buyer (Milwaukee View LLC) and seller (CR Real Estate LLC) agree to amend the Offer to Purchase to extend the 180 approval period to January 31, 2019. In addition, the sale price in the Offer to Purchase will be amended to $420,000. All other terms of the Offer to Purchase and Rider remain the same.

Buyer: AS WE DISCUSSED I WOULD PREFER TO CLOSE THE 1ST WEEK IN JAN, 2018.

Milwaukee View, LLC
By: _____
Its: CEO.
Date: 10/31/18

Seller:

CR Real Estate, LLC
By: CR REAL ESTATE
Its: Larry D Anderson (MEMBER)
Date: 10/21/18

July 11, 2018

CR Real Estate LLC
Larry Anderson
2101 S. 107th St.
Milwaukee, Wi 53227

Re: Amendment to Offer to Purchase

Per the Offer to Purchase and Rider executed on October 24, 2017 for the property located on 428 N. Superior Street in De Pere, Wisconsin, the buyer (Milwaukee View LLC or assigns) and seller (CR Real Estate LLC) agree to amend the Offer to Purchase to extend the 180 approval period to September 30, 2018. In addition, the sale price in the Offer to Purchase will be amended to $410,000. This amendment overrides any previous amendments to the Offer to Purchase. All other terms to the Offer to Purchase and Rider remain the same.

Buyer:

Milwaukee View, LLC or assigns
By: _____
Its: CEO
Date: 7/23/18

Seller:

CR Real Estate, LLC
By: _____
Its: Partner
Date: 7/18/18

RIDER TO WB-15 COMMERCIAL OFFER TO PURCHASE

This Rider is made part of the attached WB-15 Commercial Offer to Purchase form (the "Form") for the real property identified in paragraph 1 of this Rider (the "Property"), by and between Milwaukee View, LLC and/or its assigns ("Buyer") and CR Real Estate, LLC (together, the "Seller"). In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the Form, the terms of this Rider shall control. The Form and this Rider are herein collectively referred to as the "Offer."

1. Property Description. The Property consists of approximately 1.44 acres commonly known as 428 N Superior Street located in the City of De Pere, Brown County, Wisconsin. The term "Property" shall further include, without limitation, all of the following: all land identified herein as all or part of the Property; all building, parking, fixtures, improvements and easements located on or appurtenant to such land; and, all licenses, permits, plans, specifications and all other rights, title and interest appurtenant and otherwise relating to any and all such property.

2. Earnest Money. Buyer shall deliver to First American Title Insurance Company (the "Title Company"), earnest money in the amount of Ten Thousand and 00/100 Dollars ($10,000) within five (5) days of Acceptance (the "Earnest Money"). If this transaction closes, all Earnest Money shall be credited against the Purchase Price due hereunder. The Earnest Money shall become nonrefundable to Buyer (but shall remain applicable to the Purchase Price at closing), except in the event of a Seller default, if Buyer does not terminate this Offer within 90 days of Acceptance pursuant to the terms of this Offer.

3. Interim Responsibilities of Seller. Seller hereby covenants and agrees that during the period from the date hereof through Closing:

(a) Seller shall operate the Property in compliance with all applicable federal, state, county, municipal or other government standards, laws, ordinances, statutes, regulations and requirements.

(b) Seller will not extend, renew, modify or replace any service contracts without the prior written consent of Buyer. Seller may enter into service contracts in the ordinary course of business so long as such service contracts can be terminated, without penalty or payment by Buyer, at or prior to Closing. Seller shall, on or before Closing, terminate all service contracts and property management agreements related to the Property.

(c) Seller shall not, without the prior written consent of Buyer, convey any interest in the Property, and Seller will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the date hereof, except as permitted hereunder or for normal repairs and maintenance in the ordinary course of business (which matters shall be disclosed to Buyer at or before Closing).

(d) Seller will not make any material alterations to the Property.

4. Title Commitment. Seller shall obtain and deliver to Buyer within 15 days of Acceptance, at Seller's cost, a current commitment for an ALTA Owner's Title Insurance Policy in the amount of the Purchase Price, together with legible copies of all exception documents (the "Title Commitment"). The Title Commitment shall be issued by the Title Company. The Title Commitment shall include, at Seller's cost, a recording gap endorsement. In addition to any and all other conditions and contingencies in this Offer, Buyer's obligation to close this transaction is hereby conditioned and made contingent upon Buyer, prior to expiration of the Approval Period (as hereinafter defined), reviewing and approving, in Buyer's sole discretion, all encumbrances, exceptions, requirements, terms, conditions and other matters contained in or disclosed by the Title Commitment. If, prior to the expiration of the Approval Period, Buyer discovers any condition of title not acceptable to Buyer, in Buyer's sole discretion (hereinafter referred to as a "Title Defect"), Buyer shall notify Seller of same and Seller shall exercise its best efforts to correct such Title Defect. If the Title Defect cannot be corrected in a manner acceptable to Buyer, in Buyer's sole discretion, prior to the date set for Closing, despite Seller's best efforts, Buyer may, at its option: (i) terminate this Offer; or (ii) accept title to the Property subject to such Title Defect and proceed to Closing with the right to deduct from the Purchase Price liens or encumbrances of a definite or ascertainable amount. Any encumbrances not objected to by Buyer or accepted by Buyer as set forth above shall be deemed "Permitted Encumbrances". Notwithstanding the foregoing, Permitted Encumbrances shall not include "Mandatory Cure Exceptions". The term "Mandatory Cure Exceptions" shall be those exceptions that Seller is required to cure and shall include the following: (a) all standard exceptions unless Buyer does not provide a current survey in which event the so-called "survey exceptions" may remain; (b) Seller's existing financing on the Property and any other mortgages; and (c) all mechanics' liens, contractors' liens and all other monetary liens or judgments of a definitive or ascertainable amount.

5. Disclosure Information. Within ten (10) days of Acceptance, Seller shall deliver to Buyer the following true, correct and complete written disclosures: copies of any and all leases, service contracts, contracts, property condition reports, environmental reports and filings, surveys, test results, title evidence, engineering data, soil and geotechnical tests, plans (including, but not limited to site, building, grading, drainage and landscape plans), tax and assessment bills and notices, documentation relating to public infrastructure, services or utilities and all other information, documents and materials relating to the Property available to Seller or in Seller's possession that may be relevant to a reasonable buyer's decision to purchase the Property or relevant to the terms of such purchase (collectively, the "Disclosure Information"). If any additional Disclosure Information is subsequently obtained by or becomes available to Seller, then Seller shall deliver the same to Buyer within three (3) business days, but in any case prior to Closing.

6. Approval Period.

(a) Buyer shall have until the date that is 180 days from Acceptance (the "Approval Period") to review all of the Disclosure Information and to perform the "Due Diligence Activities" (as hereinafter defined). Buyer's obligation to close this transaction is hereby conditioned and made contingent upon Buyer, at Buyer's option

and Buyer's cost, completing and approving, in Buyer's sole discretion, any and all due diligence deemed necessary or appropriate by Buyer in connection with the Property (the "Due Diligence Activities") and Buyer determining, in Buyer's sole discretion (for any reason or no reason), that the Property and the transactions proposed pursuant to this Offer are acceptable to Buyer in all respects.

(b) Buyer's Due Diligence Activities may include, at Buyer's option and without limitation, Buyer reviewing any information available to Buyer relating to the Property and Buyer performing any investigation or testing of the Property it desires including, without limitation, a physical inspection of the Property, and Buyer determining that the condition of the Property is acceptable to Buyer and that the Property is suitable in all respects for Buyer's intended use of the Property and/or Buyer performing, or Buyer determining that Buyer will be able to perform, any and all actions required to make the Property suitable for Buyer's intended use of the Property. Such activities may include, without limitation, the following: (i) Buyer reviewing and approving all of the Disclosure Information; (ii) Buyer verifying to Buyer's satisfaction that all applicable private and governmental laws, rules, standards, covenants, conditions, restrictions, requirements and agreements, including, without limitation, all zoning, subdivision, building and use restrictions and all easements and matters of record, are consistent with Buyer's intended use of the Property; Buyer obtaining, or Buyer verifying to Buyer's satisfaction that Buyer will be able to obtain, all private and governmental permits, certificates and other approvals and all variances, exemptions, waivers, zoning changes and land divisions required for Buyer's intended use of the Property; (iii) Buyer determining that the economic and other feasibility of the Property, the transactions proposed pursuant to this Offer and Buyer's intended use of the Property, are satisfactory to Buyer, including Buyer obtaining any governmental grants, tax credits or other assistance deemed necessary by Buyer; (iv) Buyer obtaining written environmental assessments and/or evaluations of the Property (including "Phase I" assessments and, if Buyer deems necessary in Buyer's sole discretion, "Phase II" assessments, including laboratory testing of soil, water and other substances) from qualified environmental consultants of Buyer's choice, and (v) Buyer obtaining a survey of the Property confirming that the Property is acceptable to Buyer.

(c) Buyer and its representatives may enter upon the Property during the Inspection Period following reasonable notice to Seller for the purpose of conducting its Due Diligence Activities. Seller agrees to cooperate with Buyer in connection with Buyer's due diligence. Buyer hereby covenants and agrees to indemnify, defend and hold Seller harmless from any loss, liability, cost, claims, damages, demands, actions, causes of action, liens, claims of lien and suits resulting from Buyer's activities under this Section 6 (or any activities of Buyer's, employees, contractors, or agents). Notwithstanding the foregoing, Buyer shall have no obligation to indemnify Seller or its agents, employees or officers with respect to: (i) any pre-existing condition which Buyer merely discovers through Buyer's investigation or the Property (including, without limitation, any environmental contamination or other code violations) and (ii) any claims, damages or liability resulting from any act or omission of Seller or Seller's agents, employees or officers, subcontractors, contractors or consultants.

(d) Buyer may terminate this Offer by giving written notice to Seller at any time on or before the expiration of the Approval Period. Upon such termination, this Offer shall be null and void and, if such termination occurs within 90 days of Acceptance, all Earnest Money paid and all interest earned thereon, if any, shall be returned immediately to Buyer. If Buyer fails to give written notice to Seller terminating this Offer as required by this Section, such condition or contingency shall be deemed waived.

7. Closing. This transaction is to be closed ("Closing") at the office of the Title Company no later than thirty days after the expiration of the Approval Period ("Closing Date").

8. Additional Proration's. Buyer shall pay all recording fees, except that Seller shall pay the recording fees for such documents as are required to be recorded to cause title to the Property to be in the condition called for by this Offer. Each party shall be responsible for one half of any closing fees or escrow fees charged by the Title Company.

9. Assignment. Buyer may assign its rights and obligations hereunder without Seller's consent and upon any such assignment the Buyer assigning its rights shall be released from all future obligations and liabilities hereunder.

10. Eminent Domain. If, prior to closing, the Property or any portion thereof is taken by power or exercise of eminent domain or any proceedings are instituted to effect such a taking or the threat of eminent domain arises, Seller shall immediately give written notice to Buyer. In such event, Buyer shall have the option to terminate this Offer, whereupon neither party shall have any further liability to the other under this Offer. If such termination occurs within 90 days of Acceptance, all Earnest Money shall be returned to Buyer. If Buyer does not elect to terminate this Offer, the transactions that are the subject of this Offer shall be completed and Buyer shall receive the proceeds of such condemnation.

11. Authority. Seller has complete power and authority to sell, transfer and convey the Property to Buyer pursuant to this agreement.

12. Brokers. Seller represents and warrants that its has not dealt with any real estate brokers or agents in connection with the transaction contemplated hereunder. Seller indemnifies and holds Buyer harmless from and against any and all liability and cost which Buyer may suffer in connection with any real estate brokers or agents claiming by, through or under Seller seeking any commission, fee or payment in connection with this Offer. Buyer indemnifies and holds Seller harmless from and against any and all liability and cost which Seller may suffer in connection with any real estate brokers or agents claiming by, through or under Buyer seeking any commission, fee or payment in connection with this Offer.

13. Binding Contract. Seller acknowledges that certain conditions and/or contingencies in this Offer may grant Buyer sole and/or other broad discretion to terminate this Offer. It is the intent of Buyer and Seller that this Offer be binding on all Parties and not illusory. Therefore, notwithstanding anything to the contrary contained in this Offer, if Buyer terminates this Offer pursuant to any exercise of Buyer's discretion granted herein that might otherwise make this Offer illusory, Seller shall be entitled

to a termination/option fee from Buyer equal to one hundred dollars ($100.00), which amount may be deducted from any Earnest Money, as full consideration for the granting of such discretion to Buyer.

14. Amendments. All amendments and/or supplements to this Offer must be in writing and executed by each party hereto.

15. Binding on Successors. The rights and obligations of the Parties hereto shall inure to the benefit of and be binding upon their personal representatives, heirs, successors and assigns.

16. Entire Agreement. The parties acknowledge and agree that at all times they have intended that none of the preliminary negotiations concerning this transaction would be binding on either party, and that they would be bound to each other only by a single, formal, comprehensive document containing this paragraph and all of the agreements of the parties, in final form, which has been executed and delivered by Buyer and Seller. The parties acknowledge that none of the prior oral agreements between them (and none of the representations on which either of them has relied) relating to the subject matter of this Offer shall have any force or effect whatever, except as and to the extent that such agreements and representations have been incorporated in this Offer.

17. Limitation of Remedies. If Buyer defaults, Seller agrees that Seller's sole remedy at law or in equity shall be to retain the Earnest Money paid and accrued interest, if any, as liquidated damages. Seller shall have no right to any other remedies at law or in equity, including the right to specific performance. If Seller defaults under the Offer, all Earnest Money paid and any interest accrued thereon shall be immediately returned to Buyer, and Buyer may exercise any other remedy at law or in equity. Seller waives the right to assert the defense of lack of mutuality in any action for specific performance instituted by Buyer.

18. Notices. Notices required by the Offer shall be given to Buyer and Seller in accordance with the methods selected in lines 35-56 of the Form and as indicated below:

All notices to Buyer shall be sent to:

Anuj Rastogi
225 East St. Paul
Milwaukee, WI 53202
E-mail: arastogi@mkeview.com

With a copy to:

Reinhart Boerner Van Deuren s.c.
Attn: Frank Pitsoulakis
1000 N. Water Strett, Suite 1700
Milwaukee, Wisconsin 53202
E-mail: fpitsoulakis@reinhartlaw.com

All notices to Seller shall be sent to:

CR. Real Estate, LLC

Larry Anderson
2101 S. 107th St
Milwaukee, WI 53227
E-mail: lda3030@gmail.com

19. Counterparts. This Offer may be executed in counterparts and all counterparts, which when taken together, shall constitute one, fully integrated Offer. Facsimile or PDF signatures are binding and shall be given full effect.

20. Acceptance. This Offer shall be made binding and enforceable on Buyer and Seller only if each party properly executes and delivers to the other party an identical copy of this Offer no later than the deadline for acceptance stated in Line 22 of the Form; provided neither party has withdrawn its offer prior to that time. For purposes of this Offer, the term "Acceptance" shall mean the date upon which this Offer becomes binding and enforceable on Buyer and Seller.

[Signature Page to Rider to WB-15 Commercial Offer to Purchase]

BUYER:

MILWAUKEE VIEW, LLC

By: _____
Its: _____
Date: _____

SELLER:

CR REAL ESTATE, LLC

By: Larry D Anderson
Its: Member
Date: 10/24/17

33033061

Approved by the Wisconsin Real Estate Examining Board
03-1-12 (Optional Use Date) 07-1-12 (Mandatory Use Date)

WB-15 COMMERCIAL OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON is dated as of October 6, 2017. [DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE

GENERAL PROVISIONS The Buyer, Milwaukee View, LLC ("Buyer"), offers to purchase the Property known as [Street Address] 428 N. Superior Street in the City of De Pere, County of Brown, Wisconsin (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479),on the following terms:

■ PURCHASE PRICE: Four Hundred Thousand and No/100 Dollars ($ 400,000.00)

■ EARNEST MONEY of $ ~~accompanies this Offer and earnest money of~~ $ 10,000.00 will be mailed, or commercially or personally delivered within five (5) days of acceptance to listing broker or First American Title Insurance Company (the "Title Company").

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer not excluded at lines 20-22, and the following additional items: N/A

All personal property included in purchase price will be transferred by bill of sale or

■ NOT INCLUDED IN PURCHASE PRICE: N/A

CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded by Seller or which are rented and will continue to be owned by the lessor.

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before October 16, 2017. ~~Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.~~

CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
Seller's recipient for delivery (optional):
Buyer's recipient for delivery (optional):

☐ (2) Fax: fax transmission of the document or written notice to the following telephone number:
Seller: (_____) Buyer: (_____)

☑ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

☑ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

Delivery address for Seller: See attached Rider
Delivery address for Buyer: See attached Rider

☑ (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

E-Mail address for Seller (optional): See attached Rider
E-Mail address for Buyer (optional): See attached Rider

PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated _____ and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this offer by reference. COMPLETE DATES OR STRIKE AS APPLICABLE and _____

_____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)

CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

CLOSING This transaction is to be closed no later than **Thirty (30) days after the expiration of the Approval Period as defined in the attached Rider.** at the place selected by Seller, unless otherwise agreed by the Parties in writing.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and **See attached Rider.**

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- [x] The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- [ ] Current assessment times current mill rate (current means as of the date of closing)
- [ ] Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
- [ ] _____

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

- [ ] Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are **Seller represents and warrants that the Property is not leased.**

_____. Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

- [ ] **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

RENTAL WEATHERIZATION This transaction (is) (is not) STRIKE ONE exempt from Wisconsin Rental Weatherization Standards (Wis. Admin. Code Ch. SPS 367). If not exempt, (Buyer) (Seller) STRIKE ONE ("Buyer" if neither is stricken) shall be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s), (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: **None** _____. If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

ADDITIONAL PROVISIONS/CONTINGENCIES **See attached Rider**

☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

_____ [insert proposed use and type and size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-130 shall be deemed satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-130 written notice specifying those items which cannot be satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-130.

☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 116 to 118.

☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: _____

_____ or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____

_____ CHECK ALL THAT APPLY for the Property for its proposed use described at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____

_____ STRIKE AND COMPLETE AS APPLICABLE. Additional map features which may be added include, but are not limited to: staking of all corners of the Property, identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; utility installations; easements or rights of way. Such survey shall be in recordable form and accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy. **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.**

This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and void.

☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within _____ days of acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

☐ Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.

☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in the transaction which is consistent with representations made prior to and in this Offer.

☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear of all liens, other than liens to be released prior to or at closing.

☐ Rent roll.

☐ Other _____

_____

Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment notices.

All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

~~contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.~~

DEFINITIONS

■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.

■ CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are defined to include:

a. Defects in structural components, e.g. roof, foundation, basement or other walls.
b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil.
d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements, rights-of-way.
g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.
o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions, shared fences, walls, wells, driveways, signage or other shared usages; or leased parking.
p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or archeological artifacts on the Property.
r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.
s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable program.
t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
u. Government investigation or private assessment/audit (of environmental matters) conducted.
v. Other Defects affecting the Property.

■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property, that would significantly impair the health or safety of future occupants of the Property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

(Definitions Continued on page 6)

IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

☐ FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than $ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $ _____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.

☐ FIXED RATE FINANCING: The annual rate of interest shall not exceed _____%

☐ ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% per year. The maximum interest rate during the mortgage term shall not exceed _____%. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286 or in an addendum attached per line 479.

NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that purpose.

■ BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

■ SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

■ FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

■ IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

☐ APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

ADDITIONAL PROVISIONS/CONTINGENCIES See attached Rider.

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ ENVIRONMENTAL SITE ASSESSMENT: An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")(see lines 379-395)
289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
298 and state and federal guidelines, as applicable.
299 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**
300 **or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**
301 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**
302 **other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.**
303 ■ FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.
311 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**
312 ■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-7.
313 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's
314 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
315 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
316 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
317 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.
318 **EARNEST MONEY**
319 ■ HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property
320 is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.
321 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an**
322 **attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**
323 ■ DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
328 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;
329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader
330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed $250, prior to
331 disbursement.
332 ■ LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein)** free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and **"Permitted Encumbrances" as defined in the attached Rider.**

_____

_____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.

■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 365-371).

■ PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

☐ ENVIRONMENTAL EVALUATION CONTINGENCY: This Offer is contingent upon a qualified independent environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense STRIKE ONE ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-226) is defined to also include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

■ RIGHT TO CURE: Seller (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

~~(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or~~

~~(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.~~

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

~~In addition, the Parties may seek any other remedies available in law or equity.~~

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land, building or room dimensions, or total acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's decision to purchase.

BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.widocoffenders.org or by telephone at (608) 240-5830.

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

Property Address: 428 N. Superior Street, De Pere, Wisconsin Page 9 of 9, WB-15

☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-440). This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon a qualified independent inspector or qualified independent third party performing an inspection of _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the inspection (s) and be responsible for all costs of inspection(s). Buyer may have follow up inspections recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461. Each inspection shall be performed by a qualified independent inspector or qualified independent third party.
CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).
For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.
■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer objects (Notice of Defects).
CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.
■ RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.
☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at _____, no later than _____. If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property Contingency and _____
_____
[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be null and void.
☑ **ADDENDA:** The attached Rider is/are made part of this Offer.
This Offer was drafted by [Licensee and Firm] _____
_____ on _____.
Buyer Entity Name (if any): Milwaukee View, LLC
(x) _____
Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲
(x) _____
Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
N/A Broker (By) _____
SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.
Seller Entity Name (if any): See attached Rider C.R. Real Estate, LLC
(x) Larry D Anderson Member 10/24/17
Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲
(x) _____
Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲
This Offer was presented to Seller by [Licensee and Firm] MA
_____ on _____ at _____ a.m./p.m.
This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Irwin School Development

Irwin School Condos

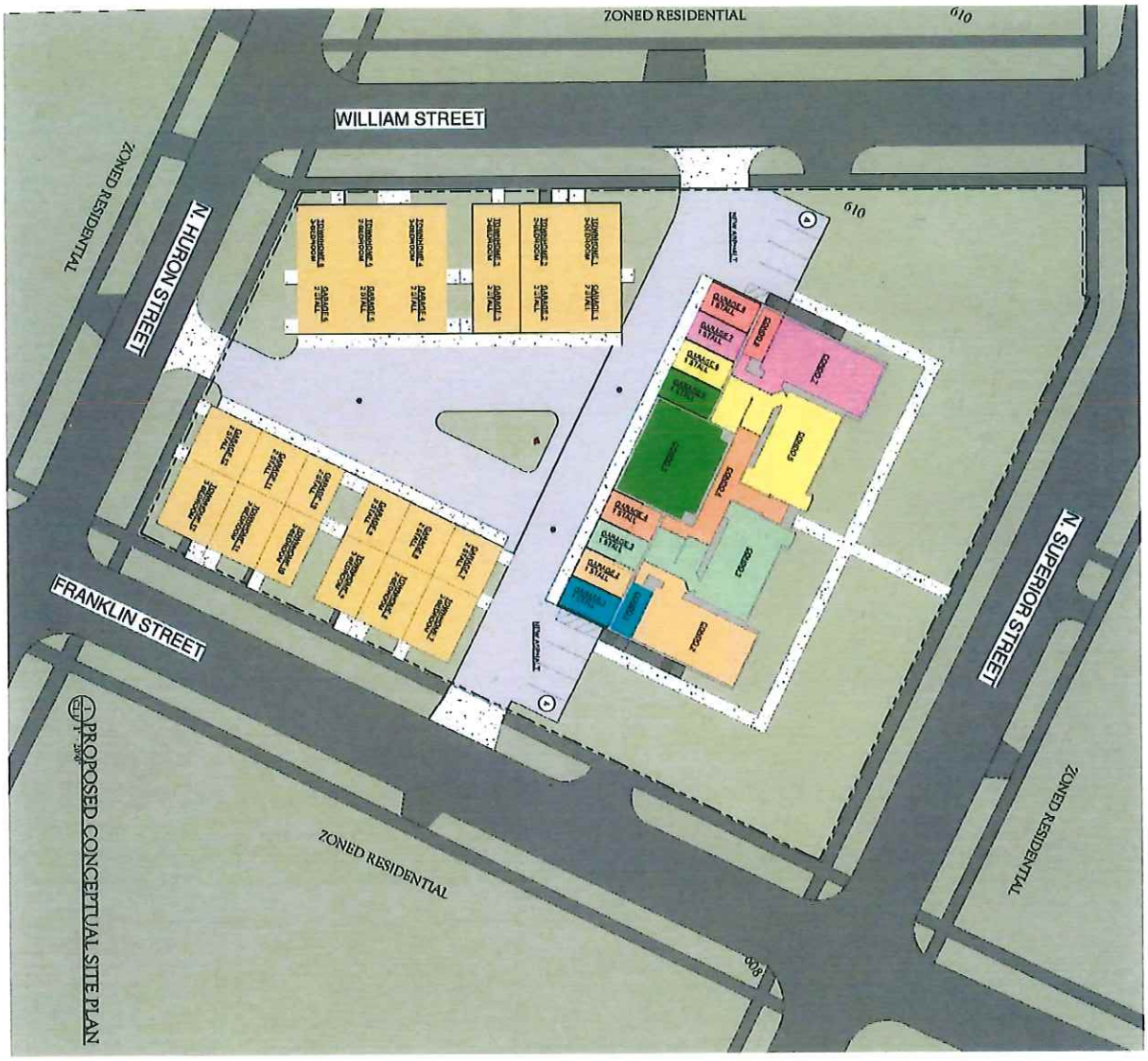
Condo #	Description	Assessment Date		Guaranteed Unit Value
Condo 1	1 BD / 1 BT	1/1/20	$	162,000.00
Condo 2	2 BD / 3 BT	1/1/20	$	247,500.00
Condo 3	3 BD / 2.5 BT	1/1/20	$	270,000.00
Condo 4	1 BD / 1 BT	1/1/20	$	198,000.00
Condo 5	2 BD / 2 BT	1/1/20	$	225,000.00
Condo 6	3 BD / 2.5 BT	1/1/20	$	270,000.00
Condo 7	2 BD / 3 BT	1/1/20	$	247,500.00
Condo 8	1 BD / 1 BT	1/1/20	$	162,000.00
Total			$	1,782,000.00

Irwin School Townhomes

Unit Type	Homes per Building	Assessment Date		Guaranteed Unit Value
3 BD / 2.5 BT	8	1/1/21	$	285,000.00
2 BD / 2.5 BT	4	1/1/21	$	246,300.00
Total	12		$	3,265,200.00

Total Irwin School Development

		Aggregate Assessed Value
Total	**$**	**5,047,200.00**



C1.1

IRWIN SCHOOL LOFTS

428 N. SUPERIOR ST. DEPERE, WI

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

Document Number

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
Document Title

Recording Area

Name and Return Address

Frank Pitsoulakis
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

ED-477
Parcel Identification Number (PIN)

42312421

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") is made and entered into as of this 22 day of November, 2019, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Irwin School Development, LLC, a Wisconsin limited liability company ("Developer").

RECITALS:

A. City and Developer entered into that certain Agreement Between Irwin School Development, LLC and the City of De Pere for the Redevelopment of the Former Irwin School Property dated as of December 19, 2018 (the "Development Agreement") with respect to that certain real property more particularly described in Exhibit A attached hereto.

B. City and Developer desire to amend the Development Agreement in accordance with the terms set forth below.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1. Article 1, Section 1(F) of the Development Agreement is hereby amended by striking "January 1, 2020" and replacing with "January 1, 2021".

2. Article 1, Section 1(J) of the Development Agreement is hereby amended to read as follows:

J. "Guaranteed Value – Aggregate" means:

*1. One million seven hundred eighty two thousand and No/100 Dollars ($1,782,000.00) as of **January 1, 2021**; and*

*2. Five million forty seven thousand two hundred dollars ($5,047,200.00) as of **January 1, 2022**.*

3. Article III, Section 4(A) is hereby amended by striking "within one hundred twenty (120) days following Plan Commission approval of the PIP and construction plans" and replacing it with "on or before March 1, 2020".

4. Article III, Section 4(B) is hereby amended by striking "within one hundred twenty (120) days following Plan Commission approval thereof" and replacing it with "on or before March 1, 2020".

5. Article III, Section 4(C) is hereby amended by striking "January 1, 2020" and replacing it with "January 1, 2021" and by striking "January 1, 2021" and replacing it with "January 1, 2022".

6. Article IV, Section 1(C) is hereby amended by striking "January 1, 2020" and replacing it with "January 1, 2021" and by striking "January 1, 2021" and replacing it with "January 1, 2022".

7. The Development Agreement is hereby amended by replacing Exhibit 4 attached to the Development Agreement with Exhibit 4 attached hereto.

8. Except as expressly set forth in this Amendment, the Development Agreement remains in full force and effect. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

DEVELOPER:

IRWIN SCHOOL DEVELOPMENT, LLC

By: _____

Its: OWNER

STATE OF WISCONSIN)
) ss.
Waukesha COUNTY)

Personally came before me this 15 day of November, 2019, the above named Lindsey Bonnet as owner of Irwin School Development, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Karrie Kuehl
Notary Public, State of Wisconsin

My Commission 9-24-2023

NOTARY PUBLIC KARRIE KUEHL STATE OF WISCONSIN

42312421

CITY:

CITY OF DE PERE

By: Michael J. Walsh
Its: Mayor

By: Carey E. Danen
Its: City Clerk

STATE OF WISCONSIN)
) ss.
BROWN COUNTY)

Personally came before me this 22 day of November, 2019, the above named Michael J. Walsh and Carey E. Danen, the Mayor and City Clerk of the City of De Pere, to me known to be the person who executed the foregoing instrument and acknowledged the same.

ANGELA M. ZILLS NOTARY PUBLIC STATE OF WISCONSIN

Angela M. Zills
Notary Public, State of Wisconsin
Angela M. Zills
My Commission expires 4/15/2022.

This document was drafted by:

Frank Pitsoulakis
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

42312421

EXHIBIT A

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.

Parcel 2

All of Block Thirty-five (35). according to the recorded Orignal Plat of Village (now City) of De Pere, in the City of De Pere, East side of Fox River, Brown County, Wisconsin.

EXHIBIT 4

[See attached]

Irwin School Development

Irwin School Condos

Condo #	Description	Assessment Date		Guaranteed Unit Value
Condo 1	1 BD / 1 BT	1/1/21	$	162,000.00
Condo 2	2 BD / 3 BT	1/1/21	$	247,500.00
Condo 3	3 BD / 2.5 BT	1/1/21	$	270,000.00
Condo 4	1 BD / 1 BT	1/1/21	$	198,000.00
Condo 5	2 BD / 2 BT	1/1/21	$	225,000.00
Condo 6	3 BD / 2.5 BT	1/1/21	$	270,000.00
Condo 7	2 BD / 3 BT	1/1/21	$	247,500.00
Condo 8	1 BD / 1 BT	1/1/21	$	162,000.00
Total			$	1,782,000.00

Irwin School Townhomes

Unit Type	Homes per Building	Assessment Date		Guaranteed Unit Value
3 BD / 2.5 BT	8	1/1/22	$	285,000.00
2 BD / 2.5 BT	4	1/1/22	$	246,300.00
Total	12		$	3,265,200.00

Total Irwin School Development

	Aggregate Assessed Value	
Total	**$**	**5,047,200.00**

Document Number

SECOND AMENDMENT TO
DEVELOPMENT AGREEMENT
Document Title

Recording Area

Name and Return Address

Frank Pitsoulakis
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

ED-477

Parcel Identification Number (PIN)

42977411

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") is made and entered into as of this 10th day of February, 2020, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Irwin School Development LLC, a Wisconsin limited liability company ("Developer").

RECITALS:

A. City and Developer entered into that certain Agreement Between Irwin School Development, LLC and the City of De Pere for the Redevelopment of the Former Irwin School Property dated as of December 19, 2018 and amended by that certain First Amendment to Development Agreement dated as of November 22, 2019 (together, the "Development Agreement") with respect to that certain real property more particularly described in Exhibit A attached hereto.

B. City and Developer desire to amend the Development Agreement in accordance with the terms set forth below.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1. Article 3, Section 4(C) of the Development Agreement is hereby deleted in its entirety and replaced with the following:

> ***Construction.*** ***Developer agrees that construction shall proceed with all deliberate speed with the first six (6) Townhome Units, subject to Force Majeure Delays, being Substantially Completed no later than January 1, 2021 and the Condominium Units and remaining six (6) Townhome Units being Substantially Completed not later than January 1, 2022.***

2. Article IV, Sections 1.A.1 through 1.A.5 are hereby deleted in their entirety and replaced with the following:

> ***1. First Disbursement.*** ***The first disbursement of the Project Cost Reimbursement Incentive in the amount of two hundred eighteen thousand dollars ($218,000.00) shall be made to Developer after rough in approval of the first six (6) Townhome Units by the City Building Inspector.***

2. *Second Disbursement. The second disbursement of the Project Cost Reimbursement Incentive in the amount of two hundred eighteen thousand dollars ($218,000.00) shall be made to Developer after Substantial Completion of the first six (6) Townhome Units.*

3. *Remaining Disbursement. The three remaining disbursements of the Project Cost Reimbursement Incentive, each in the amount of two hundred eighteen thousand dollars ($218,000.00,) shall be made to Developer, in no particular order, after: (i) rough on approval of the second six (6) Townhome Units by the City Building Inspector, (ii) the rough in approval of all of the Condominium Units by the City Building Inspector, and (iii) Substantial Completion of the second six (6) Townhome Units or all of the Condominium Units, whichever occurs first.*

3. Developer acknowledges that the Guaranteed Value – Aggregate exceeds the aggregate of the Guaranteed Unit Values as of January 1, 2021 by $149,400. Developer agrees to make a Deficit Payment resulting from such shortfall in the same manner as Unit Owners in Article III Section 5 of the Agreement.

4. The Development Agreement is hereby amended by replacing Exhibit 4 attached to the Development Agreement with Exhibit 4 attached hereto.

5. The City acknowledges that the site plan attached hereto as Exhibit B complies with the construction parameters required by the Development Agreement.

6. The Developer agrees to submit a revised Declaration (as defined in the Development Agreement) and Plat (as defined in the Development Agreement) for City's review for conformance with the requirements of the Development Agreement prior to the issuance of a certificate of occupancy for any Unit and the sale of any Unit.

7. City hereby consents to the collateral assignment of the Project Cost Reimbursement Incentive Payments to any lender providing construction financing for the Project.

8. Except as expressly set forth in this Amendment, the Development Agreement remains in full force and effect. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

DEVELOPER:

IRWIN SCHOOL DEVELOPMENT LLC

By: _____

Its: MEMBER

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 6th day of February, 2020, the above named Lindsey S. Barnett as Member of Irwin School Development LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

DANIELLE M FARINA
Notary Public
State of Wisconsin

_____
Notary Public, State of Wisconsin

My Commission expires 3/21/2021

42977411

CITY:

CITY OF DE PERE

By: Michael J. Walsh
Michael J. Walsh, Mayor

STATE OF WISCONSIN)
) ss.
BROWN COUNTY)

Personally came before me this 4th day of February, 2020, the above named Michael J Walsh, Mayor of the City of De Pere, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Angela M. Zills
Notary Public, State of Wisconsin
Angela M. Zills
My Commission expires 4/15/2022

ANGELA M. ZILLS NOTARY PUBLIC STATE OF WISCONSIN

This document was drafted by:

Frank Pitsoulakis
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202

42977411

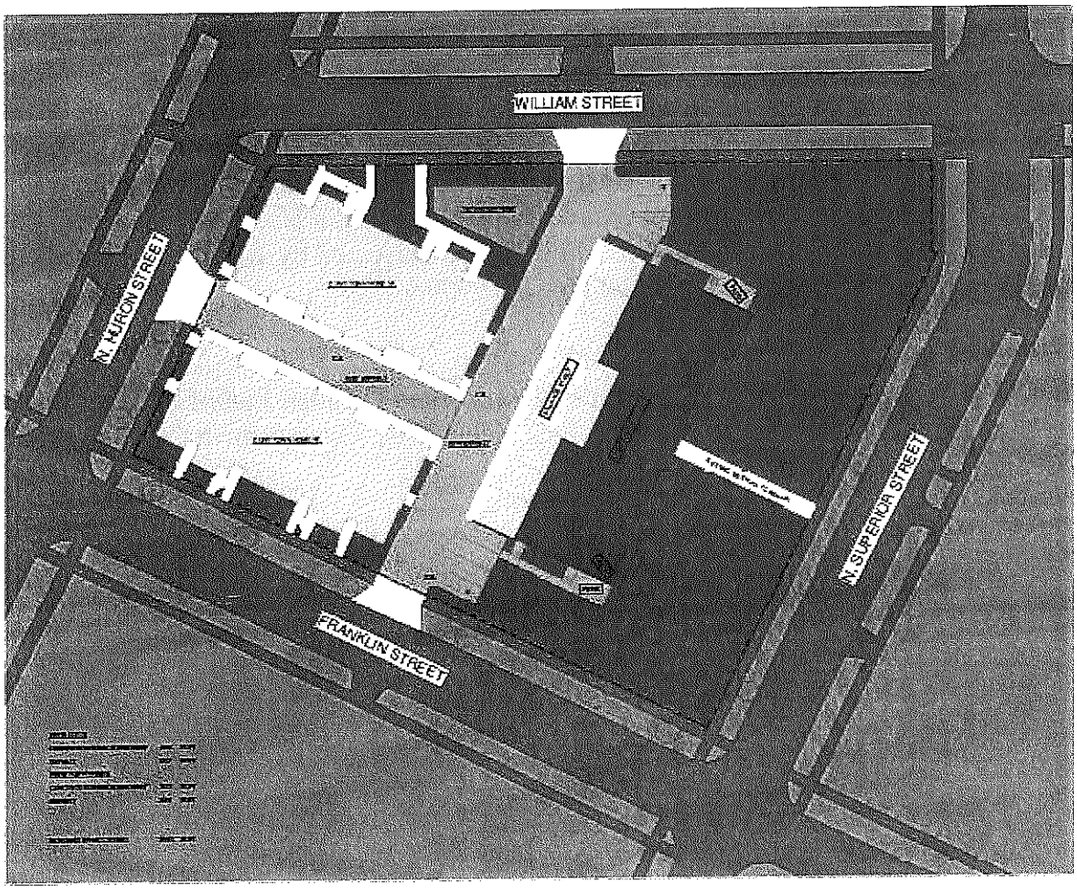
EXHIBIT A

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. Together with east half of vacated public alleyway adjacent to Lots 1, 2, 3 and 4 on the west and the west 1/2 of vacated public alleyway adjacent to Lots 5, 6, 7 and 8 on the east described Resolution No. 00-79 recorded September 26, 2000 as Document No. 1773910 and corrected by Affidavit of Correction recorded October 6, 2000 as Document No. 1775959.

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.

42977411

EXHIBIT B



42977411

EXHIBIT 4

[See attached]

Irwin School Development

Irwin School Condos

Condo #	Description	Assessment Date		Guaranteed Unit Value
Condo 1	1 BD / 1 BT	1/1/22	$	162,000.00
Condo 2	2 BD / 3 BT	1/1/22	$	247,500.00
Condo 3	3 BD / 2.5 BT	1/1/22	$	270,000.00
Condo 4	1 BD / 1 BT	1/1/22	$	198,000.00
Condo 5	2 BD / 2 BT	1/1/22	$	225,000.00
Condo 6	3 BD / 2.5 BT	1/1/22	$	270,000.00
Condo 7	2 BD / 3 BT	1/1/22	$	247,500.00
Condo 8	1 BD / 1 BT	1/1/22	$	162,000.00
Total			$	1,782,000.00

Irwin School Townhomes

Unit Type	# of Units	Assessment Date		Guaranteed Unit Value
3 BD / 2.5 BT	4	1/1/21	$	285,000.00
2 BD / 2.5 BT	2	1/1/21	$	246,300.00
3 BD / 2.5 BT	4	1/1/22	$	285,000.00
2 BD / 2.5 BT	2	1/1/22	$	246,300.00
Total	12		$	3,265,200.00

Total Irwin School Development

	Aggregate Assessed Value	
Total	$	**5,047,200.00**

Irwin School Development LLC

1/31/20

Exhibit 4 - Irwin School Development

Irwin School Condos

Condo #	*Description*	*Assessment Date*	*Guaranteed Unit Value*	*Guaranteed Unit Annual Tax Payment* *Mill Rate at time of Original/First Borrowing 0.020074107 Per $1,000 (2020)*
Condo 1	1 BD / 1 BT	1/1/2023	162,000.00	3,252.0
Condo 2	2 BD / 3 BT	1/1/2023	247,500.00	4,968.3
Condo 3	3 BD / 2.5 BT	1/1/2023	270,000.00	5,420.0
Condo 4	1 BD / 1 BT	1/1/2023	198,000.00	3,974.7
Condo 5	2 BD / 2 BT	1/1/2023	225,000.00	4,516.7
Condo 6	3 BD / 2.5 BT	1/1/2023	270,000.00	5,420.0
Condo 7	2 BD / 3 BT	1/1/2023	247,500.00	4,968.3
Condo 8	1 BD/ 1 BT	1/1/2023	162,000.00	3,252.0
Total			1,782,000.00	35,772.1

Irwin School Townhomes

Unit Type	*# of Units*	*Assessment Date*	*Guaranteed Unit Value*	*Guaranteed Unit Value*
3 BD / 2.5 BT (constructed 2020)	4	1/1/2021	285,000.00	5,721.12
2 BD / 2.5 BT (constructed 2020)	2	1/1/2021	246,300.00	4,944.25
3 BD / 2.5 BT	4	1/1/2023	285,000.00	5,721.12
2 BD / 2.5 BT	2	1/1/2023	246,300.00	4,944.25
Total	12		$ 3,265,200.00	$ 65,545.97

Total Irwin School Development

	Aggregate Assessed Value	Aggregate Tax Payment
Total	5,047,200.00	101,318.03

Irwin School Development

Irwin School Condos				
Condo #	*Description*	*Assessment Date*	*Guaranteed Unit Value*	*For Reference TID Plan Unit Annual Tax Payment Mill Rate at time of Original Agreement: 0.021842501 Per $1,000 (2019)*
Condo 1	1 BD / 1 BT	1/1/2023	162,000.00	3,538.5
Condo 2	2 BD / 3 BT	1/1/2023	247,500.00	5,406.0
Condo 3	3 BD / 2.5 BT	1/1/2023	270,000.00	5,897.5
Condo 4	1 BD / 1 BT	1/1/2023	198,000.00	4,324.8
Condo 5	2 BD / 2 BT	1/1/2023	225,000.00	4,914.6
Condo 6	3 BD / 2.5 BT	1/1/2023	270,000.00	5,897.5
Condo 7	2 BD / 3 BT	1/1/2023	247,500.00	5,406.0
Condo 8	1 BD/ 1 BT	1/1/2023	162,000.00	3,538.5
Total			1,782,000.00	38,923.3

Irwin School Townhomes				
Unit Type	*# of Units*	*Assessment Date*	*Guaranteed Unit Value*	*Guaranteed Unit Value*
3 BD / 2.5 BT (constructed 2020)	4	1/1/2021	285,000.00	6,225.11
2 BD / 2.5 BT (constructed 2020)	2	1/1/2021	246,300.00	5,379.81
3 BD / 2.5 BT	4	1/1/2023	285,000.00	6,225.11
2 BD / 2.5 BT	2	1/1/2023	246,300.00	5,379.81
Total	12		$ 3,265,200.00	$ 71,320.13

Total Irwin School Development		
	Aggregate Assessed Value	Aggregate Tax Payment
Total	5,047,200.00	110,243.47

Percent of Mill Rate by Jurisdiction (East)			
Taxing Organization	**Report Dec 2018** (time of TID creation and Agreement)	**Report Dec 2019** (time of First Borrowing)	**Percent**
School District	$0.009544357	$0.008304871	**43.70%**
Tech. College	$0.000824430	$0.000810903	**3.77%**
County	$0.004528818	$0.004264088	**20.73%**
Local	$0.006944896	$0.006694245	**31.80%**
Total	$0.021842501	$0.020074107	100.00%

Guaranteed Unit Annual Tax Payment *Mill Rate at time of Original/First Borrowing 0.020074107 Per $1,000 (2020)*
3,252.0
4,968.3
5,420.0
3,974.7
4,516.7
5,420.0
4,968.3
3,252.0
35,772.1

Guaranteed Unit Value
5,721.12
4,944.25
5,721.12
4,944.25
$ 65,545.97

Aggregate Tax Payment
101,318.03

CITY OF DE PERE
MEMO

To: Finance & Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: March 9, 2021

RE: Consideration and Possible Action Regarding a Third Amendment to the Development Agreement with Irwin School Development, LLC for the Redevelopment of the Former Irwin School Property.

In December of 2018, the Common Council approved a Development Agreement with Milwaukee View, LLC for the redevelopment of 428 N. Superior Street (former Irwin School). Per the agreement, the City subsequently assembled the land and transferred it to the Developer in early 2019. The City and the Developer amended the agreement in 2019 and 2020 to update project timelines that resulted from delays and construction cost increases. Now, due to additional changes in the market the developer requested a third amendment to the agreement. The focus of the amendments are to (1) better position the properties for sale and (2) extend the construction timelines for the remaining phases of the development.

Timelines

Previously, the guaranteed total assessed value of the project ($5,074,200) was planned for delivery in two phases: $1,782,000 as of January 1, 2020 (later amended to 2021) and the remainder as of January 1, 2021 (later amended to 2022). The developer delivered the six-unit townhomes of $1,782,000 Phase 1 by January 1 of 2021, but will not be able to secure the second round of financing until they sell several of the townhome units. Therefore, the developer requests to extend the deadlines for the remaining six-unit townhomes and Irwin School Condominiums until 2023. This assumes construction in 2021 and 2022, full property valuation in 2023, and tax revenue payments in 2024.

Assessed Value vs Tax Revenue

Additionally, the current agreement requires the Condominium Plat to state the guaranteed assessed value on each unit in the restrictive covenants. The three-bedroom townhomes have a $285,000 guaranteed value and the two-bedroom units have a $246,300 guaranteed value. The Developer expressed concerns regarding the optics of the values and the potential that could alarm potential buyers. Therefore, the developer requests an amendment to the agreement to include guaranteed annual tax payments to replace the guaranteed assessed value. Calculating values with the 2019 reported mill rate of $0.020074107 ($20.074107 per $1,000 of assessed value), the three-bedroom units would have a $5,721.12 minimum annual payment and the two-bedroom units would have a $4,944.25 minimum annual payment.

City staff agrees this is likely the better approach as it would protect the TIDs against mill rate reductions from the other overlying taxing jurisdictions. In the three years since the City created TID No.14, the east side of the City experienced an 18.8% reduction in the mill rate.

Percent of Mill Rate by Jurisdiction (East)				
Taxing Organization	2018 Total Reported Tax (payable 2019)	2019 Total Reported Tax (payable 2020)	2020 Total Reported Tax (payable 2021)	Percent
School District	$0.009544357	$0.008304871	$0.006520496	43.70%
Tech. College	$0.000824430	$0.000810903	$0.000795339	3.77%
County	$0.004528818	$0.004264088	$0.004049804	20.73%
Local	$0.006944896	$0.006694245	$0.006370219	31.80%
Other*				0.00%
Total	$0.021842501	$0.020074107	$0.017735858	100.00%

The City reviewed the project cash flow proforma to analyze the impact of the new timeline on the performance of the TID (table below). The cash flow proforma has been updated to reflect the current and anticipated borrowing for TID No. 14 and moderate increases in mill rates (1.25% annually).

The analysis illustrates that, with the guaranteed annual tax revenue payment, the TID would hypothetically clear a cumulative end-of-life balance of $688,000, a reduction of $160,000 from the previous amendment. However, if we assume a zero percent mill rate increase from the current rate the TID would hypothetically clear a cumulative end-of-life balance of $540,000.

Without the change to guaranteed annual tax revenue and an assumed zero percent mill rate increase from the current rate the TID would hypothetically clear a cumulative end-of-life balance of $267,000.

Tax Increment Cash Flow
City of De Pere
TID No. 14
8/27/2020

		Revenues							Expenses							
Year	Beginning Balance	Capital Interest & Debt Reserve	Tax Increment Revenue	Tax Increment Revenue Make Up	Bond Proceeds	Cap Interest	Interest Income	General Fund Advance	Existing Debt Service (2019)	Proposed Debt Service	Irwin Park Townhomes Disburse-ments	General Fund Payback (1% interest)	Debt Issuance	Professional Services, Grants, Annual Admin	Annual Surplus (Deficit)	Balance After Surplus to Principal
2018	0	0	0		0	0	0	0	0	0	0	0	0	6,750	(6,750)	(6,750)
2019	(6,750)	0	0		880,000	0	0	0	0	0	420,000	0	18,074	1,000	440,926	434,176
2020	434,176	0	0		0	0	0	0	19,020	0	436,000	0	0	0	(455,020)	(20,844)
2021	(20,844)	0	0		0	0	0	0	22,088	0	0	0	0	0	(22,088)	(42,932)
2022	(42,932)	0	28,956	3,817	730,000	60,000	0	0	82,088	0	654,000	0	20,000	0	66,685	23,754
2023	23,754	0	29,318	3,455	0	0	0	51,000	85,738	14,600	0	0	0	0	(16,565)	7,189
2024	7,189	0	91,768	9,550	0	0	0	81,000	84,243	89,436	0	0	0	0	8,639	15,829
2025	15,829	0	92,915	8,403	0	0	0	77,000	82,715	89,436	0	0	0	0	6,167	21,995
2026	21,995	0	94,077	7,241	0	0	0	79,000	86,155	89,436	0	0	0	0	4,727	26,722
2027	26,722	0	95,253	6,065	0	0	0	185,000	194,440	89,436	0	0	0	0	2,442	29,164
2028	29,164	0	96,443	4,875	0	0	0	185,000	194,940	89,436	0	0	0	0	1,942	31,106
2029	31,106	0	97,649	3,669	0	0	0	180,000	195,130	89,436	0	0	0	0	(3,248)	27,857
2030	27,857	0	98,870	2,448	0	0	0	0	0	89,436	0	0	0	0	11,882	39,739
2031	39,739	0	100,106	1,213	0	0	0	0	0	89,436	0	0	0	0	11,882	51,621
2032	51,621	0	101,357	0	0	0	0	0	0	89,436	0	0	0	0	11,921	63,541
2033	63,541	0	102,624	0	0	0	0	0	0	0	0	85,000	0	0	17,624	81,165
2034	81,165	0	103,907	0	0	0	0	0	0	0	0	85,000	0	0	18,906	100,071
2035	100,071	0	105,205	0	0	0	0	0	0	0	0	85,000	0	0	20,205	120,277
2036	120,277	0	106,520	0	0	0	0	0	0	0	0	85,000	0	0	21,520	141,797
2037	141,797	0	107,852	0	0	0	0	0	0	0	0	85,000	0	0	22,852	164,649
2038	164,649	0	109,200	0	0	0	0	0	0	0	0	85,000	0	0	24,200	188,849
2039	188,849	0	110,565	0	0	0	0	0	0	0	0	85,000	0	0	25,565	214,414
2040	214,414	0	111,947	0	0	0	0	0	0	0	0	85,000	0	0	26,947	241,361
2041	241,361	0	113,347	0	0	0	0	0	0	0	0	85,000	0	0	28,346	269,707
2042	269,707	0	114,763	0	0	0	0	0	0	0	0	85,000	0	0	29,763	299,471
2043	299,471	0	116,198	0	0	0	0	0	0	0	0	85,000	0	0	31,198	330,669
2044	330,669	0	117,650	0	0	0	0	0	0	0	0	0	0	0	117,650	448,319
2045	448,319	0	119,121	0	0	0	0	0	0	0	0	0	0	0	119,121	567,440
2046	567,440	0	120,610	0	0	0	0	0	0	0	0	0	0	0	120,610	688,050
Total		0	2,486,221		1,610,000	60,000	0	838,000	1,046,555	819,526	1,510,000	935,001	38,074	7,750		

Other

Bond proceeds for Site Assemble Incentive, 1st and 2nd Disbursements
Anticipated bond proceeds for 3rd, 4th, and 5th Disbursements
Site Assembly Incentives (2019), 1st and 2nd Disbursments (2020), 3rd, 4th, and 5th Disbursements (2021- 2022?)
Staff anticiaptes refinancing to extend payments

Proposed Development Agreement Amendments:

(1) Amend subject definitions to reflect the change from Guaranteed Assessed Value to Guaranteed Tax Revenue Payment. Revisions may include, but not limited to:
- Assessed Value
- Assessed Unit Value
- Deficit Payment
- Guaranteed Tax Revenue Payment Aggregate
- Tax Revenue Payment
- Guaranteed Unit Tax Revenue Payment
- Other definitions deemed necessary by the City Attorney

(2) Updat necessary sections to reflect proposed construction timeframes, completion dates, and the start date of revenue payments.

(3) Updat Exhibit 4 to replace Guaranteed Assessed Values with Guaranteed Unit Tax Revenue Payments.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 16, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Resolution #21-38 Terminating the Declaration of a Public Health Emergency in the City of De Pere (Request of Ald. Raasch).**

ATTACHMENTS:

- Reso21-38 (PDF)
- Proclamation - Ratification Summary for 3-16-21 Council Meeting (PDF)

RESOLUTION #21-38
TERMINATING THE DECLARATION OF A PUBLIC
HEALTH EMERGENCY IN THE CITY OF DE PERE

WHEREAS, on March 17, 2020, in order to protect the health and well-being of the residents and visitors in the City of De Pere, the Common Council adopted Resolution #20-34, declaring a State of Emergency in the City of De Pere in response to COVID-19, a respiratory virus identified by the Center for Disease Control and the World Health Organization as a pandemic and a threat to the public health; and

WHEREAS, under the Declaration of Emergency, the Mayor was authorized to, by proclamation, exercise all such authority as the Council is empowered to exercise under Wis. Stats. §323.11 when emergency conditions preclude the Common Council from acting thereon, subject to Common Council ratification, alteration or modification by the Council as soon as the Council can meet, as set forth in Wis. Stats.§323.14(b);

WHEREAS, the Council has determined that the a State of Emergency no longer exists in the City of De Pere and that it is no longer necessary and expedient for the health, safety, welfare and protection of the City to have the ability to temporarily declare, suspend or modify applicable city ordinances, resolutions or policies in order to meet the needs of the extraordinary conditions existing, and therefore wishes to repeal and terminate said State of Emergency.

BE IT HEREBY RESOLVED THAT:

Effective the date of this Resolution, the Declaration of Emergency made under Resolution #20-34 is repealed and terminated effective _____.

BE IT FURTHER RESOLVED THAT:

All actions taken by the Mayor by Proclamation as ratified by the Common Council are no longer necessary or expedient for the health, safety, welfare and protection of the City, and are therefore, terminated effective_____.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of March, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____

COUNCIL ACTIONS AFFECTED BY TERMINATION OF PUBLIC HEALTH EMERGENCY

** identifies actions currently in place that will need to be addressed prior to termination if they are expected to remain in place.

I. Ordinance 20-10; Creating Section 74-13 DPMC Requiring Face Coverings

Ordinance terminates upon repeal of the Public Health Emergency

II. City Facility Re-opening Plan (Phases I and II)

**Approved by Council May 19, 2020 and amended January 19, 2021 approved re-opening of city facilities after Brown County is determined to be a low risk county by the State of Wisconsin.

III. Ratified Proclamation Summary

A. Provisions Still In Effect

March 18, 2020 Proclamation –Ratified April 4, 2020

1. De Pere Municipal Code Section 8-27 is hereby created:

   Section 8-27. - Failure to Comply with Emergency Order

   (a) In accordance with Wis. Stat . 323.28, no person may intentionally fail to comply with an order issued by an agent of the state or of a local unit of government who is engaged in emergency management activities, including training exercises

   (b) Any person who violates this section shall be subject to a forfeiture of not more than $200.

2. **De Pere Municipal Code Section 6-11ishereby amended:

   Sec. 6-11. -Telephonic/ video-conference meeting attendance.

   Meeting attendance by telephone or video-confrence. Whenever a city governmental body, as defined in Wis. Stats. § 19.82(1), anticipates that a member or members will appear by telephone/video- conference.,_ the meeting agenda shall, to the extent practicable, specifically and conspicuously identify that a member or members may which person(s) or member(s) shall be appearing by such means. A!I:f.. members so participating shall not count towards the official quorum of the body. Appropriate equipment shall be used so that the attending public can readily observe or hear such person's participation in the meeting. No person shall be allowed to participate in any meeting where the meeting notice failed to state the person would appear by telephone/conference means or where

such equipment is unavailable or unusable at the time of the meeting unless otherwise authorized by a majority vote of the members present at such meeting.

3. All late fees, including those established by ordinance, shall be waived. Credit card fees imposed by the City shall be waived.
4. **All benefit eligible employees will receive eighty (80) hours of emergency leave, or its equivalent for 24-hour shift employees, subject to the terms and conditions as determined by the Human Resources Department. Part-time employees will receive a pro-rated amount of emergency leave.
5. **All employees shall be required to notify the Human Resources Department if they engage in any travel outside the State of Wisconsin. The Human Resources Director or their designee shall then determine the employee's eligibility to return to work and benefit eligibility.
6. **Effective March 18, 2020, at 5:00 p.m. until further notice, all non-essential City services and public access to municipal facilities shall be suspended, with the exception of:
    a. City Hall will remain open to the public as required by state law for purposes of voter registration and voting.
7. Meetings of all City governmental bodies shall be at the call of the body Chair, Mayor, or Council President.
8. If any meeting of the Common Council is cancelled, the Finance Director or Comptroller shall be authorized to pay such vouchers and invoices as were set for approval at the cancelled meeting, subject to ratification by the Common Council at the next meeting.

Fourth Proclamation (March 26, 2020) – Ratified April 4, 2020

9. **Suspension of garbage/recyclable preparation and placement requirements.

Fifth Proclamation (March 31, 2020) – Ratified April 4, 2020

10. **Establishing Small Business Pandemic Response Loan Program.

Tenth Proclamation (May 8, 2020) – Ratified May 19, 2020

11. **Authorized ordinance change to allow for special event cancellation:

(10) *Event cancellation.* The City Administrator or Fire Department Battalion Chief may cancel a special event, regardless of whether a permit has been issued or not, with or without prior notice, due to any significant change in conditions which would or may adversely affect the public health or safety of the community, or for any condition which places facilities, grounds, or

other natural resources at risk of damage or destruction if the event were allowed to take place. All fees paid prior to cancellation will be refunded to the permit applicant.

Eleventh Proclamation (May 14, 2020) – Ratified May 19, 2020

12. Created Section 74-13 De Pere Municipal Code relating to violation of health regulations: Section 74-13. - **Violation of Law Relating to Health.**

(a) In accordance with Wis. Stat. 252.25, no person may willfully violate or obstruct the execution of any city ordinance or order issued under Chapter 252 of the Wisconsin Statutes relating to public health.
(b) Any person who violates this section shall be subject to a forfeiture of not more than $500.

Seventeenth Proclamation (August 7, 2020) - Ratified August 18, 2020

13. Created emergency procurement procedures without requiring public bidding or advertisement requirements.

Nineteenth Proclamation (October 27, 2020) - Ratified November 4, 2020

14. Limited possession of firearms/weapons in polling places.

B. Provisions expired or otherwise concluded

March 20, 2020 Proclamation – Ratified April 4, 2020 – Terminated 11/4/20 Resolution 20-115

15. Suspension of overnight parking restrictions. Terminated by Resolution 20-115.

Third Proclamation (March 23, 2020)– Ratified April 4, 2020 – Expired 12/31/20

16. Federal Families First Coronavirus Response Act provisions incorporated into city policy manual. Emergency Responders designated. - Federal Law expired 12/31/2020.

Sixth Proclamation (March 31, 2020) – Ratified April 4, 2020 – Expired 4/7/20

17. Designating Polling Places for April 2020 Spring Election.

Seventh Proclamation (April 1, 2020) – Ratified April 4, 2020 – Expired 21/31/20

18. Re-designating essential workers under the Federal Families First Coronavirus Response Act. - Federal Law expired 12/31/20.

Eighth Proclamation (April 3, 2020) - Ratified April 4, 2020 – Expired 12/21/20

19. Allowed city workers who assisted in Clerk's office for Spring 2020 election to flex time on or before December 21, 2020

Ninth Proclamation (April 28, 2020) – Ratified May 5, 2020 - Concluded

20. Authorized City Attorney's Office to sign as amicus on brief in *Wisconsin Legislature v. Andrea Palm, et.al.*

Twelfth Proclamation (May 22, 2020) – Ratified June 2, 2020 – Extended 9/28/20; expired 12/1/20

21. Allowed temporary extension of Class B licensed premises through October 2020 (extended thru 12/1/20; expired 12/1/20).

Thirteenth Proclamation (June 3, 2020) – Ratified June 16, 2020 – Repealed by 16th Proclamation

22. Suspended issuance of solicitor/peddler permits in the city.

Fourteenth Proclamation (June 6, 2020) – Ratified June 16, 2020 – Expired June 8, 2020

23. Established curfew from on June 6, 2020 from 9 PM to 6:00 AM June 8, 2020.

Fifteenth Proclamation (June 10, 2020) – Ratified June 16, 2020 - Concluded

24. Authorizing State Health Services Grant Award of $309, 250 under DPH Contract. – Action Fulfilled.

Sixteenth Proclamation (June 18, 2020) – Ratified July 7, 2020 – Repealed the 13th Proclamation

25. Repealed suspension of peddler/solicitor permits.

Eighteenth Proclamation (September 28, 2020) Ratified October 6, 2020 – Expired 12/1/20

26. Extended 12th Proclamation regarding extension of Class B licensed premises to 12/1/20.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 16, 2021**
DEPARTMENT:	**Administration**
FROM:	**Lawrence Delo**
SUBJECT:	**Proposed revisions to the City's Facilities Reopening Plan (requested by Mayor Boyd and Alderperson Raasch).**

ATTACHMENTS:

- Recommendation to Amend Reopening Facilities Plan Staff Memo 03-16-21 (PDF)
- De Pere Reopening Facilities Plan 8-4-20 (PDF)
- AMENDED De Pere Reopening Facilities Plan 3-16-21 (PDF)

CITY OF DE PERE
MEMO

To: Mayor and City Council

From: Lawrence M. Delo, City Administrator

Date: March 16, 2021

RE: Request to Amend Reopening Facilities Plan

The City Administration has received a request from Mayor Boyd and Alderperson Raasch to have the City Council consider amending the City's existing Reopening City Facilities Plan capacity restrictions and / or other elements of the plan as deemed appropriate. We have attached a copy of the current Reopening City Facilities Plan dated August 4, 2020 and a proposed amended plan dated March 16, 2021 for your consideration.

The proposed changes are hi-lighted in the "Amended" March 16, 2021 plan and are located in the following sections:

1) Public Meeting Attendance on Page 2 of Overview text.
2) Community Center on Page 2 of the Table
3) Indoor Recreational Facilities on Page 2 of the Table
4) Outdoor Parks, Trails, Buildings & Recreational Facilities on Page 2 of the Table
5) Legion and VFW Pools on Page 2 of the Table

The City is currently operating facilities under the Phase One restrictions of the existing plan.

REOPENING FACILITIES PLAN
PHASE 2

Overview

Date: August 4, 2020

The table below provides a general guide for City staff and the community for the Second Phase of Reopening facilities and City programs owned and/or managed by the City of De Pere. Each facility has a separate plan with regards to appropriate personal protective equipment (PPE) and cleaning routines to ensure the facility is reopened as safely as possible with appropriate risk mitigation measures in place.

The City will implement Phase 2 of the Reopening Plan when Brown County is designated as a "Low Risk" county for the spread of COVID-19. The current metrics from the Wisconsin Department of Health Services is attached. The City would remain in Phase 2 until the State of Wisconsin determines there is no longer a significant health risk associated with COVID-19 in Brown County or the County is again designated as a "High Risk" county for the spread of COVID-19.

In addition, the City recognizes the use of face coverings, social distancing guidelines and the processes utilized to conduct public meetings impacts numerous facilities and therefore, are discussed separately below outside of the guidelines identified in the table.

Face Masks and Face Coverings: All citizens are required to wear a face mask or face covering when entering the City Hall Complex, Police Department, Community Center, Municipal Services Center, Fire Station 1 and Fire Station 2 pursuant to Ordinance 20-10 creating Section 74-13 De Pere Municipal Code requiring face coverings until said ordinance sunsets or is repealed to protect everyone from the spread of COVID-19. If Ordinance 20-10 sunsets or is repealed at any time while the Phase 2 Reopening Plan is active, the City strongly recommends all citizens continue to wear a face mask or face covering when entering the City Hall Complex, Police Department, Community Center, Municipal Services Center, Fire Station 1 and Fire Station 2 to protect everyone from the spread of COVID-19. If a citizen is unable to wear a face mask or face covering due to a medical condition or does not have a face mask or covering and

does not feel comfortable entering a City facility without a face mask or face covering, instructions on how to meet with and/or discuss issues with City staff without a face mask or face covering will be posted at the entrance of each of the before mentioned City facilities. In addition, face masks or face coverings are encouraged for all citizens participating in outdoor programs or events located at all other enclosed and open air City facilities and properties.

Social Distancing: The City strongly recommends all citizens follow CDC guidelines for social distancing within all City facilities. Social distancing guidelines and markings have been installed or are available within City facilities.

Public Meeting Attendance: All municipal City Council, Committee, Commission and Board meetings will be conducted simultaneously in person and virtually until further notice. The public can participate by attending the meeting in person or by following the instructions and links for either phone or internet service participation provided on the agenda segment of the City's Website at www.deperewi.gov.

City Facility	Shutdown Period March 19th – June 14th	Phase 1 Reopening June 15th – To Be Determined	Phase 2 Reopening - Starts When Brown County is a Low Risk County By State Metrics
City Hall	• Closed to Public (except for voting) • Off-Site Services Available • On-Line Services Available	• Limited Public Access • Open for Utility Payments • In-Person Meetings Discouraged But Allowed By Appointment • On-Line Services Available	• Open To Public • Encourage Virtual Meetings Instead of In-Person Meetings • On-Line Services Available
Municipal Court	• Closed to Public	• Open to Public With Limited Capacity As Of June 24th • On-Line Services Available	• Open to Public • On-Line Services Available
Police Station	• Closed to Public • On-Line Services Available	• Limited Public Access In Lobby And Conference Room • In-Person Meetings Discouraged But Allowed By Appointment • On-Line Services Available	• Limited Public Access In Lobby And Conference Room • Encourage Virtual Meetings Instead of In-Person Meetings • On-Line Services Available
Fire Stations 1 & 2	• Closed to Public • On-Line Services Available	• Closed to Public • In-Person Meetings Discouraged But Allowed By Appointment • On-Line Services Available	• Limited Public Access In Training And Conference Room • Encourage Virtual Meetings Instead of In-Person Meetings • On-Line Services Available

City Facility	Shutdown Period March 19th – June 14th	Phase 1 Reopening June 15th – To Be Determined	Phase 2 Reopening - Starts When Brown County is a Low Risk County By State Metrics
Municipal Services Center (MSC)	• Closed to Public • On-Line Services Available • Restricted Public Access for Rubbish Drop Off Site	• Limited Public Access for Exterior Services • In-Person Meetings Discouraged But Allowed By Appointment • On-Line Services Available • Restricted Public Access for Rubbish Drop Off Site	• Office Open To Public • Encourage Virtual Meetings Instead of In-Person Meetings • On-Line Services Available
Community Center	• Closed to Public • Events & Reservations Cancelled • On-Line Services Available	• Programming & Events Limited With Social Distancing • In-Person Meetings Discouraged But Allowed By Appointment • On-Line Services Available	• Office Open To Public • Community / Meeting Rooms Closed For Public Use (card clubs, etc.) • All City Senior Programming Suspended • Encourage Virtual Meetings Instead of In-Person Meetings • Social Distancing Recommended And Face Coverings "As Required by the City or State " For Private Meetings and Events With Reduced Room Capacities • On-Line Services Available
Indoor Recreational Facilities	• Closed to Public • Programming & Reservations Cancelled	• Programming & Events Limited With Social Distancing	• Open To Public • Programming & Events Limited With Social Distancing • Reduced Facility Capacities

City Facility	Shutdown Period March 19th – June 14th	Phase 1 Reopening June 15th – To Be Determined	Phase 2 Reopening - Starts When Brown County is a Low Risk County By State Metrics
Outdoor Parks, Trails, Buildings & Recreational Facilities	• Most Open to Public With Restrooms Closed • Playgrounds Closed • Park Shelters Closed • Field Reservations Cancelled • Programming & Events Cancelled	• Most Open to Public Including Open Restrooms • Playgrounds Open • Enclosed Park Shelters Open For Small Groups (Less Than 50) • Open Park Shelters Open For Small Groups (Less Than 50) • Field Reservations Available For Private Groups (Less Than 50) • Limited City Managed Programming & Events With Social Distancing	• Open to Public Including Open Restrooms • Playgrounds Open • Enclosed Park Shelters Open For Groups (Reduced Capacity For Shelters) • Open Park Shelters Open For Groups (Less Than 250) • Field Reservations Available For Groups (Less Than 250) • Limited City Managed Programming & Events With Social Distancing
Legion Pool	• Closed to Public	• Closed to Public For Open Swim • Limited Lap Swimming & Private Swim Lessons & Rentals For Small Groups (Less Than 50)	• Closed For Season As Of August 23rd
Annual or Periodic Special Events (Not located on City Recreational Facilities and Parks)	• Suspended	• No Capacity Limits • Social Distancing And Face Coverings Recommended	• No Capacity Limits • Social Distancing And Face Coverings Recommended
Recurring Events (Not Located on City Recreational facilities and Parks)	• Suspended	• No Capacity Limits • Social Distancing And Face Coverings Recommended	• No Capacity Limits • Social Distancing And Face Coverings Recommended

AMENDED REOPENING FACILITIES PLAN PHASE 1 & 2

Overview

Date: March 16, 2021

The table below provides a general guide for City staff and the community for the Second Phase of Reopening facilities and City programs owned and/or managed by the City of De Pere. Each facility has a separate plan with regards to appropriate personal protective equipment (PPE) and cleaning routines to ensure the facility is reopened as safely as possible with appropriate risk mitigation measures in place.

The City will implement Phase 2 of the Reopening Plan when Brown County is designated as a "Low Risk" county for the spread of COVID-19. The current metrics from the Wisconsin Department of Health Services is attached. The City would remain in Phase 2 until the State of Wisconsin determines there is no longer a significant health risk associated with COVID-19 in Brown County or the County is again designated as a "High Risk" county for the spread of COVID-19.

In addition, the City recognizes the use of face coverings, social distancing guidelines and the processes utilized to conduct public meetings impacts numerous facilities and therefore, are discussed separately below outside of the guidelines identified in the table.

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Station 2 to protect everyone from the spread of COVID-19. If a citizen is unable to wear a face mask or face covering due to a medical condition or does not have a face mask or covering and does not feel comfortable entering a City facility without a face mask or face covering, instructions on how to meet with and/or discuss issues with City staff without a face mask or face covering will be posted at the entrance of each of the before mentioned City facilities. In addition, face masks or face coverings are encouraged for all citizens participating in outdoor programs or events located at all other enclosed and open air City facilities and properties.

Social Distancing: The City strongly recommends all citizens follow CDC guidelines for social distancing within all City facilities. Social distancing guidelines and markings have been installed or are available within City facilities.

Public Meeting Attendance: All municipal City Council, Committee, Commission and Board meetings will be conducted in person and/or virtually until further notice. The public can participate by attending the meeting in person or by following the instructions and links for either phone or internet service participation provided on the agenda segment of the City's Website at www.deperewi.gov.

City Facility	Shutdown Period March 19 – June 14, 2020	Phase 1 Reopening June 15, 2020 – To Be Determined Amended March 16, 2021	Phase 2 Reopening - Starts When Brown County is a Low Risk County By State Metrics
City Hall	• Closed to Public (except for voting) • Off-Site Services Available • On-Line Services Available	• Open for public attendance of in-person public meetings • Open for Utility Payments • In-Person Meetings With Staff Discouraged But Allowed By Appointment • On-Line Services Available	• Open To Public • Encourage Virtual Meetings Instead of In-Person Meetings • On-Line Services Available
Municipal Court	• Closed to Public	• Open to Public With Limited Capacity As Of June 24th • On-Line Services Available	• Open to Public • On-Line Services Available
Police Station	• Closed to Public • On-Line Services Available	• Limited Public Access In Lobby And Conference Room • In-Person Meetings Discouraged But Allowed By Appointment • On-Line Services Available	• Limited Public Access In Lobby And Conference Room • Encourage Virtual Meetings Instead of In-Person Meetings • On-Line Services Available
Fire Stations 1 & 2	• Closed to Public • On-Line Services Available	• Closed to Public • In-Person Meetings Discouraged But Allowed By Appointment • On-Line Services Available	• Limited Public Access In Training And Conference Room • Encourage Virtual Meetings Instead of In-Person Meetings • On-Line Services Available

City Facility	Shutdown Period March 19 – June 14, 2020	Phase 1 Reopening June 15, 2020 – To Be Determined	Phase 2 Reopening - Starts When Brown County is a Low Risk County By State Metrics
Municipal Services Center (MSC)	• Closed to Public • On-Line Services Available • Restricted Public Access for Rubbish Drop Off Site	• Limited Public Access for Exterior Services • In-Person Meetings Discouraged But Allowed By Appointment • On-Line Services Available • Restricted Public Access for Rubbish Drop Off Site	• Office Open To Public • Encourage Virtual Meetings Instead of In-Person Meetings • On-Line Services Available
Community Center	• Closed to Public • Events & Reservations Cancelled • On-Line Services Available	• Programming & Events Limited to 25 % capacity per room. Capacity limit does not include employees. Social Distancing and masking are recommended. • In-Person Meetings Discouraged But Allowed By Appointment • On-Line Services Available	• Programming & Events Limited to 25 % capacity per room. Capacity limit does not include employees. Social Distancing and masking are recommended. • In-Person Meetings Discouraged But Allowed By Appointment • On-Line Services Available
Indoor Recreational Facilities	• Closed to Public • Programming & Reservations Cancelled	• Programming & Events Limited to 25 % capacity per room. Capacity limit does not include employees. • Social Distancing and masking are recommended. • Approved COVID Mitigation Plan required	• Programming & Events Limited to 25 % capacity per room. Capacity limit does not include employees. • Social Distancing and masking are recommended. • Approved COVID Mitigation Plan required

City Facility	Shutdown Period March 19, 2020 – June 14, 2020	Phase 1 Reopening June 15, 2020 – To Be Determined Amended March 16, 2021	Phase 2 Reopening - Starts When Brown County is a Low Risk County By State Metrics
Outdoor Parks, Trails, Buildings & Recreational Facilities	• Most Open to Public With Restrooms Closed • Playgrounds Closed • Park Shelters Closed • Field Reservations Cancelled • Programming & Events Cancelled	• Playgrounds, other recreational facilities and restrooms are open • Buildings and facilities are limited to 25% capacity. • Limited City Managed Programming & Events allowed with COVID mitigation strategies.	• Playgrounds, other recreational facilities and restrooms are open • Buildings and facilities are limited to 25% capacity. • Limited City Managed Programming & Events allowed with COVID mitigation strategies.
Legion and VFW Pools	• Closed to Public	• Limited to 50% capacity. Capacity limit does not include staff. • Mask required inside of building and on pool deck • Social distancing recommended	• Limited to 50% capacity. Capacity limit does not include staff. • Mask required inside of building and on pool deck • Social distancing recommended
Annual or Periodic Special Events (Not located on City Recreational Facilities and Parks)	• Suspended	• No Capacity Limits • Social Distancing And Face Coverings Recommended	• No Capacity Limits • Social Distancing And Face Coverings Recommended
Recurring Events (Not Located on City Recreational facilities and Parks)	• Suspended	• No Capacity Limits • Social Distancing And Face Coverings Recommended	• No Capacity Limits • Social Distancing And Face Coverings Recommended

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 16, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Kristen Johnson**
SUBJECT:	**Consideration and Possible Action on Bond Security Requirement for Official City Newspaper Bids**

ATTACHMENTS:

- Mayor & CC - Updated Bid Requirements for Official City Newspaper (PDF)

MEMORANDUM

TO: Mayor James G. Boyd
Members of the Common Council
City Administrator Lawrence M. Delo

FROM: Kristen Johnson, Assistant City Attorney
Carey Danen, City Clerk

DATE: March 16, 2021 (meeting date)

RE: Updated Bid Requirements for Official City Newspaper

City staff is in the process of updating the requirements for bid submissions for the official city newspaper. In the past, the City has published an invitation to submit proposals from all daily and weekly newspapers that have been published regularly in the City for the preceding two years. However, state statutes include several requirements for a newspaper to be qualified to submit bids. This year, the City plans to require all bid submissions include proof of bona fide circulation within the City of De Pere, proof of certification from the Department of Administration, and proof that the newspaper is in compliance with all requirements of Chapter 985 of the Wisconsin Statutes.

Additionally, under Wis. Stats. § 985.06, the City may require a security bond with each bid, which must be fixed by the Council. In other contracts requiring a bond, the required bond is between 5-10% of the total project cost. Over the past two years, the City's average yearly publication costs were $10,580.00. If using the standard range, a security bond requirement for publishing would be within the range of $529.00-$1,058.00. City staff recommends requiring a $1,000.00 security bond.

If the Council determines that a security bond should be required with submission of bids for the official City Newspaper, the Council must determine the amount, which will then be included in the published invitation for proposals.

If you have any questions, please feel free to contact me directly.

KKJ

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 16, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Discussion and Possible Action Concerning Resumption of including Announcement and/or Public Comment Items on Council Agendas.**

ATTACHMENTS:

- Mayor & CC - Public Comment Period (PDF)

MEMORANDUM

TO: Mayor James G. Boyd
Members of the Common Council
City Administrator Lawrence M. Delo

FROM: Judith Schmidt-Lehman, City Attorney

DATE: March 16, 2021 (meeting date)

RE: Discussion Concerning "Public Comment Period" on Meeting Agendas

Item No. 23 is on this meeting agenda to determine when the Council would like to resume placing "public comment period" on meeting agendas. As you will recall, this item was removed from agendas when virtual City meetings were instituted. With the resumption of periodic in-person meetings, I was asked to put this item on the March 16, 2021 agenda for discussion.

The Wisconsin Open Meetings law[1] requires that public meeting notices identify the time, place and subject matter in such a form as is reasonably likely to apprise the public and media as to what will be taken up at the meeting.[2] The Wisconsin Attorney General has determined that generic items such a " old business" or "miscellaneous business" are insufficient[3] and advised that items such as "staff updates", "alderperson comments" and "mayor comments" are " …at best, at the outer edge of lawful practice, and may well cross the line to become unlawful."[4]

While citizens have a right to attend public meetings, they do not have a right to participate in those meetings unless allowed by the governing body. Therefore, a "public comment" period can be provided on an agenda for the governmental body to receive information from citizens, with limited discussion, and follow-up on a further agenda if needed. Members of the particular Council/Board/Committee that is holding the meeting are not considered members of the public at such meeting.

If the Council decides to resume adding "public comment period" to meeting agendas, the advice of the Law Department is that the phrase "and other announcements" not accompany the "public comment period." As noted above by the Attorney General, generic agenda items

[1] Wis. Stats. §19.81 et seq.
[2] *Wisconsin Open Meetings Compliance Guide, May 2019,* Wisconsin Department of Justice Office of Open Government, p.15-17
[3] *Id.* at p.17
[4] *Id.* Citing Erickson Correspondence (Apr. 22, 2009)

that invite members of the body to discuss items over which the body has control over are of questionable validity under the Open Meetings law. In order to avoid future issues arising from this type of generic agenda item, the advice of this office is that it not be added to meeting agendas.

Please let me know if you have any questions or if you would like any additional information ahead of the March 16, 2021 Council meeting.

JSL

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 16, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Voucher approval.**

ATTACHMENTS:

- 3-16-2021 VOUCHERS (PDF)

PACKET: 06497 MAR 2021 COUNCIL 2 3-16-21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8191	A 1 SHARPENING SERVICE							
	I-2786	A 1 SHARPENING SERVICE	R	3/16/2021		66.00CR	094973	66.00
2568	A-1 AUTO UPHOLSTERY INC							
	I-21651	A-1 AUTO UPHOLSTERY INC	R	3/16/2021		270.00CR	094974	270.00
4632	ACCURATE APPRAISAL LLC							
	I-3357	ACCURATE APPRAISAL LLC	R	3/16/2021		32,370.00CR	094975	32,370.00
7583	ADVANCE AUTO PARTS							
	I-6339-296923	ADVANCE AUTO PARTS	R	3/16/2021		26.09CR	094976	
	I-6339-296937	ADVANCE AUTO PARTS	R	3/16/2021		11.89CR	094976	37.98
0302	AIRGAS USA LLC							
	I-9977516463	AIRGAS USA LLC	R	3/16/2021		236.86CR	094977	236.86
0007	AMBROSIUS SALES & SERVICE							
	I-33108	AMBROSIUS SALES & SERVICE	R	3/16/2021		222.20CR	094978	
	I-33201	AMBROSIUS SALES & SERVICE	R	3/16/2021		138.30CR	094978	360.50
7873	AMERICAN CONSERVATION & BILLING SOLUTIONS							
	I-12213	AMERICAN CONSERVATION & BILLIN	R	3/16/2021		1,042.00CR	094979	1,042.00
8354	ASC1							
	I-532654	ASC1	R	3/16/2021		104.39CR	094980	104.39
8357	AURORA BAYCARE MEDICAL CENTER							
	I-192922944	AURORA BAYCARE MEDICAL CENTER	R	3/16/2021		25.00CR	094981	
	I-192990221	AURORA BAYCARE MEDICAL CENTER	R	3/16/2021		25.00CR	094981	
	I-193102560	AURORA BAYCARE MEDICAL CENTER	R	3/16/2021		25.00CR	094981	
	I-193681756	AURORA BAYCARE MEDICAL CENTER	R	3/16/2021		25.00CR	094981	
	I-196616079	AURORA BAYCARE MEDICAL CENTER	R	3/16/2021		25.00CR	094981	
	I-196616348	AURORA BAYCARE MEDICAL CENTER	R	3/16/2021		25.00CR	094981	
	I-196616514	AURORA BAYCARE MEDICAL CENTER	R	3/16/2021		25.00CR	094981	
	I-196623588	AURORA BAYCARE MEDICAL CENTER	R	3/16/2021		25.00CR	094981	
	I-196638764	AURORA BAYCARE MEDICAL CENTER	R	3/16/2021		25.00CR	094981	
	I-196652063	AURORA BAYCARE MEDICAL CENTER	R	3/16/2021		25.00CR	094981	
	I-196652289	AURORA BAYCARE MEDICAL CENTER	R	3/16/2021		25.00CR	094981	275.00
1380	AUTOHOE II INC							
	I-19140	AUTOHOE II INC	R	3/16/2021		525.00CR	094982	525.00

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0442	BADGER LABORATORIES INC							
	I-21-51006075	BADGER LABORATORIES INC	R	3/16/2021		500.00CR	094983	500.00
0023	BATTERIES PLUS LLC							
	I-P36963212	BATTERIES PLUS LLC	R	3/16/2021		69.95CR	094984	
	I-P36982178	BATTERIES PLUS LLC	R	3/16/2021		46.70CR	094984	
	I-P37052286	BATTERIES PLUS LLC	R	3/16/2021		12.00CR	094984	128.65
0027	BAY TOWEL INC							
	I-4114109	BAY TOWEL INC	R	3/16/2021		95.82CR	094985	
	I-4115626	BAY TOWEL INC	R	3/16/2021		117.98CR	094985	
	I-4119394	BAY TOWEL INC	R	3/16/2021		117.98CR	094985	
	I-4121503	BAY TOWEL INC	R	3/16/2021		147.73CR	094985	479.51
0038	BROADWAY AUTOMOTIVE INC							
	C-CM527101P	BROADWAY AUTOMOTIVE INC	R	3/16/2021		32.28	094986	
	I-527101P	BROADWAY AUTOMOTIVE INC	R	3/16/2021		32.28CR	094986	
	I-528231P	BROADWAY AUTOMOTIVE INC	R	3/16/2021		8.24CR	094986	
	I-528500P	BROADWAY AUTOMOTIVE INC	R	3/16/2021		80.04CR	094986	
	I-679979	BROADWAY AUTOMOTIVE INC	R	3/16/2021		471.95CR	094986	560.23
0039	BROOKS TRACTOR INC							
	C-D82246	BROOKS TRACTOR INC	R	3/16/2021		50.00	094987	
	I-D87260	BROOKS TRACTOR INC	R	3/16/2021		164.82CR	094987	114.82
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-46165	BROWN COUNTY PORT SOLID WASTE	R	3/16/2021		16,467.59CR	094988	16,467.59
2984	BROWN COUNTY TREASURER							
	I-2021-00000022	BROWN COUNTY TREASURER	R	3/16/2021		3,720.17CR	094989	
	I-2021-00000023	BROWN COUNTY TREASURER	R	3/16/2021		2,542.11CR	094989	6,262.28
0536	CDW GOVERNMENT INC							
	I-8087548	CDW GOVERNMENT INC	R	3/16/2021		1.85CR	094990	
	I-8091947	CDW GOVERNMENT INC	R	3/16/2021		145.80CR	094990	
	I-8142317	CDW GOVERNMENT INC	R	3/16/2021		19.70CR	094990	
	I-8147317	CDW GOVERNMENT INC	R	3/16/2021		11.60CR	094990	
	I-8384552	CDW GOVERNMENT INC	R	3/16/2021		442.97CR	094990	
	I-8451381	CDW GOVERNMENT INC	R	3/16/2021		3,621.76CR	094990	
	I-8516130	CDW GOVERNMENT INC	R	3/16/2021		65.44CR	094990	
	I-8771126	CDW GOVERNMENT INC	R	3/16/2021		1,155.00CR	094990	5,464.12

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2708	CLEANING SOLUTION SERVICES INC							
	I-21166	CLEANING SOLUTION SERVICES INC	R	3/16/2021		141.61CR	094991	
	I-21188	CLEANING SOLUTION SERVICES INC	R	3/16/2021		2,324.44CR	094991	
	I-21191	CLEANING SOLUTION SERVICES INC	R	3/16/2021		2,175.00CR	094991	
	I-21226	CLEANING SOLUTION SERVICES INC	R	3/16/2021		360.06CR	094991	
	I-21240	CLEANING SOLUTION SERVICES INC	R	3/16/2021		163.04CR	094991	5,164.15
6414	COMMUNICATIONS ENGINEERING CO							
	I-352425	COMMUNICATIONS ENGINEERING CO	R	3/16/2021		303.85CR	094992	303.85
7997	COMPLETE OFFICE							
	I-AR27376	COMPLETE OFFICE	R	3/16/2021		45.64CR	094993	
	I-AR27377	COMPLETE OFFICE	R	3/16/2021		66.84CR	094993	
	I-AR27378	COMPLETE OFFICE	R	3/16/2021		43.50CR	094993	
	I-AR27379	COMPLETE OFFICE	R	3/16/2021		42.09CR	094993	198.07
7639	CORE & MAIN LP							
	I-N739799	CORE & MAIN LP	R	3/16/2021		3,165.00CR	094994	
	I-N806038	CORE & MAIN LP	R	3/16/2021		1,931.25CR	094994	5,096.25
0217	COUNTRY VISIONS COOPERATIVE							
	I-202103081518	COUNTRY VISIONS COOPERATIVE	R	3/16/2021		22.41CR	094995	
	I-202103081519	COUNTRY VISIONS COOPERATIVE	R	3/16/2021		64.76CR	094995	87.17
0061	CUMMINS NPOWER, LLC							
	I-F4-76952	CUMMINS NPOWER, LLC	R	3/16/2021		1,425.74CR	094996	1,425.74
8027	CURB N DECOR LLC							
	I-21-849	CURB N DECOR LLC	R	3/16/2021		360.00CR	094997	360.00
7769	DE PERE FIRE DEPT							
	I-202103081520	DE PERE FIRE DEPT	R	3/16/2021		1,550.61CR	094998	1,550.61
0075	DIGGERS HOTLINE INC							
	I-210 2 36401	DIGGERS HOTLINE INC	R	3/16/2021		192.60CR	094999	192.60
3212	DIXON ENGINEERING INC							
	I-21-7781	DIXON ENGINEERING INC	R	3/16/2021		1,450.00CR	095000	1,450.00
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-2234773	EMERGENCY MEDICAL PRODUCTS INC	R	3/16/2021		777.50CR	095001	777.50

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0086	ERC INC							
	I-ERC-0221-9058	ERC INC	R	3/16/2021		432.00CR	095002	432.00
7422	EXCEL UNDERGROUND LLC							
	I-8859	EXCEL UNDERGROUND LLC	R	3/16/2021		1,798.13CR	095003	1,798.13
0200	FIRST SUPPLY LLC							
	I-12561565-00	FIRST SUPPLY LLC	R	3/16/2021		180.25CR	095004	
	I-12568276-00	FIRST SUPPLY LLC	R	3/16/2021		47.80CR	095004	
	I-12573576-00	FIRST SUPPLY LLC	R	3/16/2021		37.38CR	095004	
	I-12593971-00	FIRST SUPPLY LLC	R	3/16/2021		674.74CR	095004	940.17
0835	FOSTER COACH SALES INC							
	I-21288	FOSTER COACH SALES INC	R	3/16/2021		75.30CR	095005	75.30
1068	FOX VALLEY TRUCK & BODY INC							
	I-54569	FOX VALLEY TRUCK & BODY INC	R	3/16/2021		356.60CR	095006	356.60
3655	FUN EXPRESS LLC							
	I-708171310-01	FUN EXPRESS LLC	R	3/16/2021		324.48CR	095007	324.48
8347	GFL ENVIRONMENTAL							
	I-U60000009931	GFL ENVIRONMENTAL	R	3/16/2021		581.46CR	095008	581.46
5830	GRAEF INC							
	I-114177	GRAEF INC	R	3/16/2021		9,563.50CR	095009	9,563.50
0780	GREAT LAKES TV SEAL INC							
	I-20675	GREAT LAKES TV SEAL INC	R	3/16/2021		1,263.09CR	095010	1,263.09
8326	GUNDERSON INC							
	I-30998-IN	GUNDERSON INC	R	3/16/2021		502.88CR	095011	
	I-30999-IN	GUNDERSON INC	R	3/16/2021		52.50CR	095011	555.38
4902	HALRON LUBRICANTS INC							
	I-1214919-00	HALRON LUBRICANTS INC	R	3/16/2021		176.48CR	095012	176.48
0446	HAWKINS INC							
	I-4878352	HAWKINS INC	R	3/16/2021		3,444.69CR	095013	3,444.69
1244	HOWARD IMMEL INC							
	I-20-18 (8)	HOWARD IMMEL INC	R	3/16/2021		376,798.77CR	095014	376,798.77

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1252	HURCKMAN MECHANICAL INDUSTRIES INC							
	I-W34371	HURCKMAN MECHANICAL INDUSTRIES	R	3/16/2021		76.88CR	095015	
	I-W34376	HURCKMAN MECHANICAL INDUSTRIES	R	3/16/2021		2,385.03CR	095015	
	I-W34378	HURCKMAN MECHANICAL INDUSTRIES	R	3/16/2021		151.25CR	095015	2,613.16
5484	HYDROCORP INC							
	I-61175-IN	HYDROCORP INC	R	3/16/2021		2,648.00CR	095016	
	I-61238-IN	HYDROCORP INC	R	3/16/2021		1,305.00CR	095016	3,953.00
8239	ICONIC IMAGE LLC							
	I-1000	ICONIC IMAGE LLC	R	3/16/2021		800.00CR	095017	
	I-1001	ICONIC IMAGE LLC	R	3/16/2021		450.00CR	095017	1,250.00
6342	IDEA DINER							
	I-202103091524	IDEA DINER	R	3/16/2021		528.00CR	095018	528.00
1399	INDOFF INC							
	C-3448023	INDOFF INC	R	3/16/2021		26.49	095019	
	I-3445843	INDOFF INC	R	3/16/2021		84.89CR	095019	
	I-3447824	INDOFF INC	R	3/16/2021		127.81CR	095019	
	I-3450038	INDOFF INC	R	3/16/2021		76.47CR	095019	
	I-3451014	INDOFF INC	R	3/16/2021		9.84CR	095019	272.52
8355	DANIELLE JAUQUET							
	I-202103081521	DANIELLE JAUQUET	R	3/16/2021		2.24CR	095020	2.24
7114	JONES SIGN CO INC.							
	I-258061	JONES SIGN CO INC.	R	3/16/2021		2,334.50CR	095021	2,334.50
2602	JOSSART BROTHERS INC							
	I-2047	JOSSART BROTHERS INC	R	3/16/2021		2,121.60CR	095022	
	I-2054	JOSSART BROTHERS INC	R	3/16/2021		2,923.20CR	095022	5,044.80
1276	JX ENTERPRISES INC							
	I-14157626P	JX ENTERPRISES INC	R	3/16/2021		20.75CR	095023	
	I-14159748P	JX ENTERPRISES INC	R	3/16/2021		95.12CR	095023	
	I-14160319P	JX ENTERPRISES INC	R	3/16/2021		187.49CR	095023	
	I-14160455P	JX ENTERPRISES INC	R	3/16/2021		8.07CR	095023	
	I-14160902P	JX ENTERPRISES INC	R	3/16/2021		70.99CR	095023	
	I-14161132P	JX ENTERPRISES INC	R	3/16/2021		45.05CR	095023	
	I-14161796P	JX ENTERPRISES INC	R	3/16/2021		350.25CR	095023	777.72

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7763	KEY BENEFIT CONCEPTS LLC							
	I-2261470	KEY BENEFIT CONCEPTS LLC	R	3/16/2021		465.00CR	095024	465.00
8242	KIMLEY-HORN AND ASSOC INC							
	I-18364685	KIMLEY-HORN AND ASSOC INC	R	3/16/2021		2,838.00CR	095025	2,838.00
3140	KUNDINGER FLUID POWER INC							
	I-50631528	KUNDINGER FLUID POWER INC	R	3/16/2021		366.06CR	095026	366.06
0153	LAFORCE INC							
	I-1154915	LAFORCE INC	R	3/16/2021		599.00CR	095027	
	I-1878651SO	LAFORCE INC	R	3/16/2021		69.00CR	095027	668.00
7082	LEE RECREATION LLC							
	I-13253-21	LEE RECREATION LLC	R	3/16/2021		1,180.00CR	095028	1,180.00
7446	MACQUEEN EQUIPMENT GROUP							
	I-P16577	MACQUEEN EQUIPMENT GROUP	R	3/16/2021		376.81CR	095029	
	I-P17888	MACQUEEN EQUIPMENT GROUP	R	3/16/2021		1,430.21CR	095029	
	I-P17889	MACQUEEN EQUIPMENT GROUP	R	3/16/2021		980.60CR	095029	
	I-P31448	MACQUEEN EQUIPMENT GROUP	R	3/16/2021		84.32CR	095029	2,871.94
0173	MENARDS INC							
	C-79461	MENARDS INC	R	3/16/2021		18.49	095030	
	C-79617	MENARDS INC	R	3/16/2021		16.76	095030	
	I-79165	MENARDS INC	R	3/16/2021		62.76CR	095030	
	I-79167	MENARDS INC	R	3/16/2021		16.21CR	095030	
	I-79363	MENARDS INC	R	3/16/2021		11.98CR	095030	
	I-79450	MENARDS INC	R	3/16/2021		88.42CR	095030	
	I-79462	MENARDS INC	R	3/16/2021		64.60CR	095030	
	I-79606	MENARDS INC	R	3/16/2021		47.30CR	095030	
	I-79610	MENARDS INC	R	3/16/2021		26.95CR	095030	
	I-79618	MENARDS INC	R	3/16/2021		24.20CR	095030	
	I-79654	MENARDS INC	R	3/16/2021		137.95CR	095030	
	I-79711	MENARDS INC	R	3/16/2021		24.79CR	095030	
	I-79768	MENARDS INC	R	3/16/2021		33.96CR	095030	503.87
4946	MERRILL EQUIPMENT CO							
	I-54335	MERRILL EQUIPMENT CO	R	3/16/2021		7,641.00CR	095031	7,641.00
3191	NCI							
	I-AR21044	NCI	R	3/16/2021		97.50CR	095032	
	I-AR21072	NCI	R	3/16/2021		49.90CR	095032	147.40

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7869	NCLED							
	I-1182	NCLED	R	3/16/2021		5,373.00CR	095033	5,373.00
0531	NORTHEAST AUTO PARTS INC							
	I-354130	NORTHEAST AUTO PARTS INC	R	3/16/2021		11.97CR	095034	
	I-354145	NORTHEAST AUTO PARTS INC	R	3/16/2021		480.94CR	095034	
	I-354600	NORTHEAST AUTO PARTS INC	R	3/16/2021		12.22CR	095034	
	I-354619	NORTHEAST AUTO PARTS INC	R	3/16/2021		327.28CR	095034	
	I-354647	NORTHEAST AUTO PARTS INC	R	3/16/2021		18.68CR	095034	
	I-354658	NORTHEAST AUTO PARTS INC	R	3/16/2021		23.20CR	095034	
	I-354680	NORTHEAST AUTO PARTS INC	R	3/16/2021		8.97CR	095034	
	I-354714	NORTHEAST AUTO PARTS INC	R	3/16/2021		21.90CR	095034	905.16
1965	NORTHERN ELECTRIC INC							
	I-20-16 (4) FINAL	NORTHERN ELECTRIC INC	R	3/16/2021		13,113.61CR	095035	13,113.61
0197	PACKER CITY INTL TRUCKS INC							
	I-X101138139:01	PACKER CITY INTL TRUCKS INC	R	3/16/2021		60.13CR	095036	
	I-X101138867:01	PACKER CITY INTL TRUCKS INC	R	3/16/2021		21.72CR	095036	81.85
5476	PERSONNEL EVALUATION INC							
	I-39351	PERSONNEL EVALUATION INC	R	3/16/2021		28.00CR	095037	28.00
0525	PETROLEUM EQUIP SERVICE OF WI INC							
	I-20210109	PETROLEUM EQUIP SERVICE OF WI	R	3/16/2021		132.00CR	095038	132.00
0208	POMP'S TIRE SERVICE INC							
	I-1010088986	POMP'S TIRE SERVICE INC	R	3/16/2021		377.00CR	095039	
	I-90069638	POMP'S TIRE SERVICE INC	R	3/16/2021		1,999.64CR	095039	
	I-90069792	POMP'S TIRE SERVICE INC	R	3/16/2021		452.91CR	095039	
	I-90070069	POMP'S TIRE SERVICE INC	R	3/16/2021		40.00CR	095039	
	I-90070141	POMP'S TIRE SERVICE INC	R	3/16/2021		632.55CR	095039	3,502.10
1701	PRAXAIR DISTRIBUTION INC							
	I-61876576	PRAXAIR DISTRIBUTION INC	R	3/16/2021		48.14CR	095040	48.14
1246	PREVEA HEALTH							
	I-131189	PREVEA HEALTH	R	3/16/2021		119.55CR	095041	119.55
8067	QUADIENT LEASING USA INC							
	I-N8741543	QUADIENT LEASING USA INC	R	3/16/2021		320.67CR	095042	
	I-N8742270	QUADIENT LEASING USA INC	R	3/16/2021		320.67CR	095042	641.34

PACKET: 06497 MAR 2021 COUNCIL 2 3-16-21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8277	R BAUMAN & ASSOCIATES SC							
	I-1063	R BAUMAN & ASSOCIATES SC	R	3/16/2021		452.70CR	095043	452.70
6948	RAY'S TIRE							
	I-1017044	RAY'S TIRE	R	3/16/2021		1,049.75CR	095044	1,049.75
0227	REINDERS INC							
	I-1866897-00	REINDERS INC	R	3/16/2021		176.44CR	095045	176.44
2604	RIESTERER & SCHNELL INC							
	I-1925310	RIESTERER & SCHNELL INC	R	3/16/2021		30.18CR	095046	30.18
0681	ROGAN'S SHOES							
	I-262480	ROGAN'S SHOES	R	3/16/2021		1,328.25CR	095047	1,328.25
0242	SCOTT CONSTRUCTION INC							
	I-1343	SCOTT CONSTRUCTION INC	R	3/16/2021		464.63CR	095048	464.63
3234	SHERWIN WILLIAMS							
	I-2801-1	SHERWIN WILLIAMS	R	3/16/2021		47.31CR	095049	
	I-2895-3	SHERWIN WILLIAMS	R	3/16/2021		68.37CR	095049	
	I-9205-7	SHERWIN WILLIAMS	R	3/16/2021		29.17CR	095049	144.85
1446	SNAP ON INDUSTRIAL							
	I-ARV/47055398	SNAP ON INDUSTRIAL	R	3/16/2021		9.85CR	095050	9.85
7503	STANGEL INC							
	I-7695	STANGEL INC	R	3/16/2021		450.00CR	095051	450.00
8245	TELEFLEX LLC							
	I-9503645255	TELEFLEX LLC	R	3/16/2021		562.50CR	095052	562.50
0268	TRUCK EQUIPMENT INC							
	I-934945-00	TRUCK EQUIPMENT INC	R	3/16/2021		527.93CR	095053	
	I-939579-00	TRUCK EQUIPMENT INC	R	3/16/2021		183.63CR	095053	711.56
0857	USA BLUEBOOK							
	I-512159	USA BLUEBOOK	R	3/16/2021		345.87CR	095054	345.87
3767	VDH ELECTRIC INC							
	I-23439	VDH ELECTRIC INC	R	3/16/2021		1,730.28CR	095055	
	I-23440	VDH ELECTRIC INC	R	3/16/2021		941.30CR	095055	
	I-23441	VDH ELECTRIC INC	R	3/16/2021		981.12CR	095055	3,652.70

PACKET: 06497 MAR 2021 COUNCIL 2 3-16-21
VENDOR SET: 01 **** CHECK LISTING ****
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8356	WESTWOOD INFRASTRUCTURE							
	I-3210200027	WESTWOOD INFRASTRUCTURE	R	3/16/2021		1,956.00CR	095056	1,956.00
7350	WI MEDIA							
	I-3743733	WI MEDIA	R	3/16/2021		1,155.84CR	095057	
	I-4616263	WI MEDIA	R	3/16/2021		84.09CR	095057	1,239.93
1437	WI MUNICIPAL JUDGES ASSOCIATION							
	I-202103081522	WI MUNICIPAL JUDGES ASSOCIATIO	R	3/16/2021		75.00CR	095058	75.00
0548	WI RURAL WATER ASSOC							
	I-S4562	WI RURAL WATER ASSOC	R	3/16/2021		585.00CR	095059	585.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	87	0.00	548,818.09	548,818.09
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:	87	0.00	548,818.09	548,818.09

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 06497 MAR 2021 COUNCIL 2 3-16-21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	3/2021	107,016.85CR
201	3/2021	3,656.12CR
208	3/2021	14.13CR
260	3/2021	1,419.00CR
285	3/2021	1,419.00CR
405	3/2021	392,142.58CR
415	3/2021	3,061.86CR
601	3/2021	31,959.12CR
650	3/2021	8,129.43CR
ALL		548,818.09CR

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 16, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**