Plan Commission

Regular Meeting

Agenda

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

Monday, February 26, 2024 | **7:00 PM** | **Council Chambers and Virtual**

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Plan Commission** of the City of De Pere will be held on **February 26, 2024** at **7:00 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The Public or Members of the Plan Commission, which may count toward an official quorum, may attend the meeting either in person in the Council Chambers or telephonically or electronically via video conferencing or other appropriate technological means. Telephonic or electronic access to the meeting is provided below:

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

OR

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

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at http://deperecitywi.iqm2.com/.

Call to Order

1. Roll Call
2. Approval of the minutes of the January 22, 2024 Plan Commission meeting.
3. Public comments upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Plan Commission. §6-3(f) DPMC.
4. Consideration and possible action for a zoning map amendment from PI-1 (Neighborhood Public & Institutional District) to PI-2 (Campus Public & Institutional District) at 100 BLK-600 BLK Third ST, also known as 100 Grant ST (Parcels WD-688, WD-954, WD-171, WD-40, WD-691, WD-952, WD-936, WD-692, WD-727, WD-728, WD-697-1, WD-689, WD-721, WD-942, WD-950, WD-22, WD-38, WD-696, WD-697, WD-34, WD-945-1, WD-953, WD-686, WD-687, WD-941, WD-27, WD-685, WD-695, WD-23, WD-905, WD-7, WD-949-1, WD-694, WD-36, WD-690, WD-951, WD-945, WD-698, WD-8, WD-13, WD-949, WD-693, WD-934, WD-732).*
5. Consideration and possible action to release cross access easements (including pedestrian, vehicular, common component, utility, access, construction, parking, loading dock, lighting facilities, and landscape maintenance access easements) at 230 N Broadway ST, 421 Cass ST, 321 N Wisconsin ST, 309 N Wisconsin ST, 303 N Wisconsin ST, 230 N Wisconsin ST, 310 N Wisconsin ST, 320 N Wisconsin ST, and 206 N Wisconsin ST (Parcels ED-861, ED-862, ED-864, ED-865-1, ED-867, ED-875, ED-878, ED-880, ED-886).*
6. Discussion to review the 2023 City of De Pere Housing Affordability Report Update.

7. Discussion about site plans received since the January 2024 Plan Commission meeting and review of the status of recently approved development projects.

Adjournment

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the City Planner's office at 339-4043 by noon on the day of the meeting so that arrangements can be made.

*Items with an asterisk require City Council approval.

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Chris Dahlke, Saint Norbert College
De Pere 230 Development Partners LLC
126 South Broadway LLC
LKW Holdings LLC
Associated De Pere Bank

City of De Pere, Wisconsin

Request For Plan Commission Action

MEETING DATE:	**February 26, 2024**
DEPARTMENT:	**Planning**
FROM:	**Kelly Barker**
SUBJECT:	**Approval of the minutes of the January 22, 2024 Plan Commission meeting.**

ATTACHMENTS:

- HPC_Jan2024_Minutes_Draft (PDF)

Plan Commission

Regular Meeting

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

Draft Minutes

Monday, January 22, 2024 **7:00 PM** **Council Chambers and Virtual**

Call to Order

The meeting was called to order at 7:00 PM by Mayor James Boyd

Attendee Name	Title	Status	Arrived
James Boyd	Mayor	Present	
Brenda Busch	Commissioner	Present	
Mark Higgins	Commissioner	Excused	
Devin Perock	Alderperson	Present	
Dean Raasch	Alderperson	Present	
Shane Raymaker	Commissioner	Present	
Grant Schilling	Commissioner	Present	

Also present: Development Services Director Daniel Lindstrom, City Planner Peter Schleinz, Parks Director Marty Kosobucki, Public Works Director Scott Thoresen, Community & Economic Development Specialist Quasan Shaw, and members of the public.

2. Approval of the minutes of the November 27, 2023 Plan Commission meeting.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Busch, Perock, Raasch, Raymaker, Schilling
EXCUSED:	Mark Higgins

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

Development Services Director Daniel Lindstrom welcomed the new Community & Economic Development Specialist, Quasan Shaw. Quasan introduced himself to the Commission. There were no other public comments.

RESULT:	**DISCUSSED**

4. Consideration and possible action on the Final Draft of the Comprehensive Outdoor Recreation Plan (CORP) 2024-2029.*

City Planner Peter Schleinz introduced Parks Director Marty Kosobucki, who provided a summary of the Comprehensive Outdoor Recreation Plan (CORP) for 2024-2029. He explained that there was a lot of community input, which was then reviewed and approved by the Park Board in December 2023. Mayor Boyd moved, seconded by Shane Raymaker, to approve the final draft of the CORP and forward it to the Common Council for final approval. Upon vote, motion carried unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Shane Raymaker, Commissioner
AYES:	Boyd, Busch, Perock, Raasch, Raymaker, Schilling
EXCUSED:	Mark Higgins

5. Consideration and possible action for an extraterritorial 1-lot and 1-outlot certified survey map at 3300 BLK Monroe RD in Ledgeview (Parcel D-423).*

   City Planner Peter Schleinz reviewed the extraterritorial CSM at 3300 Block of Monroe Road in the Town of Ledgeview. Staff recommended approval of the CSM, subject to one condition in the report. Mayor Boyd moved, seconded by Ald. Raasch, to approve the CSM and forward it to the Common Council. Upon vote, motion carried unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Busch, Perock, Raasch, Raymaker, Schilling
EXCUSED:	Mark Higgins

6. Consideration and possible action for a conditional use of landscape materials and supplies use in a C (Commercial) District at 2108 Lawrence DR (Parcel WD-L281-1).*

   City Planner Peter Schleinz reviewed the conditional use request for a landscape materials and supplies use in a C District at 2108 Lawrence Drive. Staff recommended approval of the conditional use, subject to the conditions in the report. Peter added that all property owners within 300 feet of the subject area were notified. Ald. Raasch moved, seconded by Mayor Boyd, to open the meeting for public comment. Jerry Lewin, the authorized representative for the project, provided comments to the commission. His intent was to request some design exceptions, which staff determined would be more appropriate to request during the site plan phase of the project. Mayor Boyd moved, seconded by Ald. Raasch, to go back to regular session. Upon vote, motion carried unanimously. Mayor Boyd moved, seconded by Ald. Raash, to approve the conditional use request subject to the conditions in the report and forward to the Common Council for final approval. Upon vote, motion carried unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Busch, Perock, Raasch, Raymaker, Schilling
EXCUSED:	Mark Higgins

7. Consideration and possible action for a zoning map amendment from C PDD (Commercial with a pre-existing Planned Development District overlay) to C (Commercial) at 2000 BLK Profit PL (Parcels ED-F0081-5, ED-F0081-2, ED-2389, ED-2388, ED-2387).*

   City Planner Peter Schleinz reviewed the zoning map amendment from C PDD to C at the 2000 Block Profit Place. He added that all property owners within 300 feet of the subject area were notified. Staff recommended approval of the zoning map amendment, subject to one condition. Mayor Boyd moved, seconded by Ald. Raasch, to approve the zoning map amendment. Upon vote, motion carried unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Busch, Perock, Raasch, Raymaker, Schilling
EXCUSED:	Mark Higgins

8. Consideration and possible action for a zoning map amendment from PI-1 (Neighborhood Public & Institutional District) to PI-2 (Campus Public & Institutional District) at 925 S Sixth ST and 500 BLK Lande ST (Parcels WD-142, WD-144-1-1).*

   City Planner Peter Schleinz reviewed the zoning map amendment from PI-1 to PI-2 at 925 S Sixth St and the 500 Block of Lande Street. The zoning map amendment includes a master plan as well as a site plan to build a new fueling station where one currently exists at the Municipal Service Center. Staff recommended approval of the zoning map amendment subject to the conditions in the report. Peter noted that letters were mailed to property owners within 300 feet of the boundary. A few calls were received regarding concerns about this project. Peter stated that he answered questions regarding the project. Mayor Boyd moved, seconded by Ald. Raasch to open the meeting. Upon vote, motion carried unanimously. John Aland, the property owner at 926 S Sixth St wanted clarification of the rezoning. Peter noted that it only includes the two parcels that are currently owned by the City. Mr. Aland then asked when the project will be completed. Peter stated that the fueling station is going to happen shortly after the rezoning is approved. Scott Thoresen, Director of Public Works addressed the Commission. He noted that the other projects will occur in phases due to budget constraints and other factors. Mayor Boyd moved, seconded by Ald. Raasch to go back to regular session. Upon vote, motion carried unanimously. Mayor Boyd moved, seconded by Brenda Busch, to approve the zoning map amendment with conditions. Upon vote, motion carried unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Brenda Busch, Commissioner
AYES:	Boyd, Busch, Perock, Raasch, Raymaker, Schilling
EXCUSED:	Mark Higgins

9. Consideration and possible action for a Zoning Ordinance text amendment for building materials in Business Park and Industrial Zoning Districts.*

   City Planner Peter Schleinz reviewed the zoning ordinance text amendment for building materials in business park and industrial zoning districts. He explained that staff has run into a few issues with the new Zoning Ordinance regarding the use of metal materials. It was assumed that the expanded list of metal materials would lead to greater flexibility in building design. However, it has led to greater confusion from some developers. Therefore, staff realized there is a need for Plan Commission to discuss metal materials, finishes, and fasteners to ensure the Zoning Ordinance addresses the original intent of the expanded metal facade materials. Discussion followed and it was decided to have a separate standard for the Business Park and Industrial Zoning Districts, with more strict regulations in the Business Parks. The discussion included allowing exposed metal fasteners on the rear and side facades in the Industrial Zoning District and on the rear facade only in the Business Park District, as long is it's an expansion wall. Another clarification in the Industrial Zoning District is that metal siding with exposed fasteners on the sides is allowed as long as 35% of the ground level is brick, masonry, or stone.

The standard will remain the same in the Business Park along with the clarifying statement that ribbed metal panel is not allowed unless it's part of an insulated metal panel system. Also, corrugated metal siding is not allowed on the sides of a building. Finally, smooth metal panels need to be considered an architectural element or feature but are not allowed for full walls. Full walls need to be textured. Staff explained that the revisions will be reviewed in the first quarter. Mayor Boyd moved, seconded by Shane Raymaker, to receive the discussion and place it on file. Upon vote, motion carried unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Shane Raymaker, Commissioner
AYES:	Boyd, Busch, Perock, Raasch, Raymaker, Schilling
EXCUSED:	Mark Higgins

10. Discussion about site plans received since the November 2023 Plan Commission meeting and review of the status of recently approved development projects.

    City Planner Peter Schleinz provided an update on the status of recently approved development projects since the November 2023 Plan Commission meeting. There were no questions or comments.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Grant Schilling, Commissioner
AYES:	Boyd, Busch, Perock, Raasch, Raymaker, Schilling
EXCUSED:	Mark Higgins

Adjournment

Mayor Boyd moved, seconded by Brenda Busch, to adjourn the meeting at 8:21 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Kelly Barker

City of De Pere, Wisconsin

Request For Plan Commission Action

MEETING DATE:	**February 26, 2024**
DEPARTMENT:	**Planning**
FROM:	**Kelly Barker**
SUBJECT:	**Public comments upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Plan Commission. §6-3(f) DPMC.**

City of De Pere, Wisconsin

Request For Plan Commission Action

MEETING DATE:	**February 26, 2024**
DEPARTMENT:	**Planning**
FROM:	**Peter Schleinz**
SUBJECT:	**Consideration and possible action for a zoning map amendment from PI-1 (Neighborhood Public & Institutional District) to PI-2 (Campus Public & Institutional District) at 100 BLK-600 BLK Third ST, also known as 100 Grant ST (Parcels WD-688, WD-954, WD-171, WD-40, WD-691, WD-952, WD-936, WD-692, WD-727, WD-728, WD-697-1, WD-689, WD-721, WD-942, WD-950, WD-22, WD-38, WD-696, WD-697, WD-34, WD-945-1, WD-953, WD-686, WD-687, WD-941, WD-27, WD-685, WD-695, WD-23, WD-905, WD-7, WD-949-1, WD-694, WD-36, WD-690, WD-951, WD-945, WD-698, WD-8, WD-13, WD-949, WD-693, WD-934, WD-732).***

ATTACHMENTS:

- PC Report - Zoning Map Amendment with Master Plan (DOCX)
- Master Plan (without site plan) REVISED PRELIMINARY - 20 Feb 2024 - SNC (PDF)
- Legal Description - Large Region (DOCX)

Item 4: Consideration and possible action for a zoning map amendment from PI-1 (Neighborhood Public & Institutional District) to PI-2 (Campus Public & Institutional District) at 100 BLK-600 BLK Third ST, also known as 100 Grant ST (Parcels WD-688, WD-954, WD-171, WD-40, WD-691, WD-952, WD-936, WD-692, WD-727, WD-728, WD-697-1, WD-689, WD-721, WD-942, WD-950, WD-22, WD-38, WD-696, WD-697, WD-34, WD-945-1, WD-953, WD-686, WD-687, WD-941, WD-27, WD-685, WD-695, WD-23, WD-905, WD-7, WD-949-1, WD-694, WD-36, WD-690, WD-951, WD-945, WD-698, WD-8, WD-13, WD-949, WD-693, WD-934, WD-732).*

SITE MAP



REQUESTED ACTION: Zoning Map Amendment Request with a Master Plan.

COMMON DESCRIPTION: 100 BLK-600 BLK Third ST, also known as 100 Grant ST, located southeast from the Third ST and Main AV intersection.

SURROUNDING LAND USES: Industrial (I) and Fox River to the north.
Public & Civic (PI-1) and Residential (R2-60) to the south.
Fox River to the east.
Public & Civic (PI-1) and Commercial (MX1) to the west.

COMPREHENSIVE PLAN: Institutional/Governmental Facilities.

APPLICANT / OWNER:

Applicant and Property Owner
Saint Norbert College
ATTN: Chris Dahlke, Director of Facilities Management
100 Grant ST
De Pere, WI 54115-2002

LAND USE HISTORY:

After review of air photographs, the site has had college and residential uses. The college expanded southward to encompass the entire site by the 1980's.

STAFF REVIEW:

When reviewing a zoning map amendment request, staff considers the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. The proposed rezoning complies with the Comprehensive Plan and surrounding land uses, including matching adjacent existing uses.

Comprehensive Plan

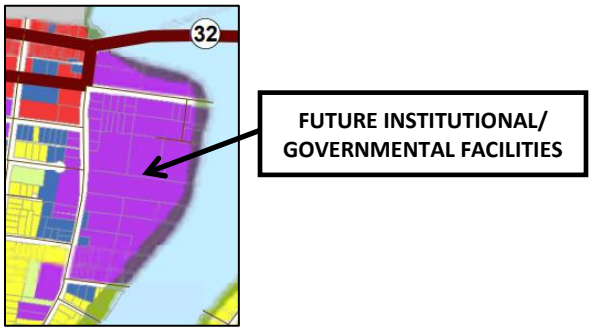
The 2010 Comprehensive Plan Update text and the Future Land Uses Map (Figure 2-6) identifies the future use as "Institutional/Governmental Facilities." The existing college use complies with the 2010 Comprehensive Plan Update.

Surrounding Land Uses

The existing site zoning and surrounding land uses are referenced near the beginning of this report. The 2010 Comprehensive Plan Update reflects the following:

- Industrial and Water Features to the north.
- Transportation and Utilities and Neighborhood Residential (Including Multi-Family) to the south.
- Water Features to the east.
- Institutional/Governmental Facilities, Commercial, Transportation and utilities, and Neighborhood Residential (Including Multi-Family) to the west.

CLIP FROM FUTURE LAND USE MAP



Desired Development Patterns

If the Zoning Map remains unchanged as PI-1 then 11 residential, public and civic, commercial, industrial, recycling, and agricultural uses are permitted with 1 conditional use. If the Zoning Map is amended from PI-1 to PI-2 then uses may be permitted by using one of the two processes:

1. Securing conditional use permit approval.
2. Securing approval of a master plan.

The Zoning Map Amendment includes a master plan for approval. The master plan document is attached to this report. A summary of permitted uses and specific regulations in the master plan is summarized in the section titled "Proposed Master Plan Review."

The site is pedestrian and vehicle accessible with street frontage on Third ST, Main AV (a primary frontage street), and Stewart ST. The site is pedestrian accessible with developed sidewalks on all three streets.

Proposed Master Plan Review

The zoning map amendment includes a master plan. When changing a specific area from PI-1 District to PI-2 District, the master plan may include regulations and uses that are different than the Zoning Ordinance.

- The "Current Proposed Developments" table on page 6 of the master plan is an executive summary for the first proposed building for the site, which is a business building.
- The "Building Requirements" table on page 7 of the master plan is an executive summary of the proposed regulations.
- The "Principal Use Table" on page 8 of the master plan is an executive summary of existing and proposed uses that are permitted, prohibited, or permitted with a conditional use approval.

The following table compares the proposed master plan regulations and uses that are different than the existing Zoning Ordinance:

Proposed Master Plan Regulation or Use	Zoning Ordinance Regulation* or Use	Difference
15' non-primary Frontage Setback	10'	Increased by 5'
Front, side, or rear locations for Surface or Accessory Parking.	Rear, Limited Side Yard.	Adds front parking, expands side parking.
Front, side or rear locations for Refuse & Recycling, Utilities (appurtenances), & Loading Yard.	Rear only for refuse and for loading yard. Rear and side for appurtenances.	Adds front and side locations.
Front, side, or rear locations for Driveway Access. No direct drive access to Main AV or to Third ST if north of Reid ST.	Side or rear	Adds front access. Restricts drive access to Main AV and to part of Third ST for traffic flow and safety.
84' Maximum Building Height	54'	Increases by 30'
Zoning ordinance Article X (Landscaping and Screening) added as master plan Appendix F.	Article X	Same regulations now. The master plan regulation will not change if the Zoning Ordinance is revised.

50% of façade material may match existing buildings with non-conforming materials.	Tables 9-1, 9-2, 9-3, 9-4	Allows a non-conforming material if already existing on or near the building.
15% minimum transparency on entire façade.	15% per story for each of all stories	An entire façade may average 15% instead of 15% per floor.
52 Permitted Uses and 3 Conditional Uses.	Master plan may add uses for PI-2.	Allowed if master plan is approved.

**This PI-1 District currently utilizes the zoning regulations for MX1 District - Civic Buildings.*

When a master plan is submitted, there is an option to include a site plan as part of the approval process. The attached master plan does not include a site plan, so any site plans will be reviewed separately by staff.

NEIGHBOR OUTREACH: All property owners within 300 feet of the subject area were notified of the application via mail. No comments were received.

COMMENTS FROM STAFF: The following comment was received from staff:

- This master plan is for the area bounded by the Fox River to the north and east, Third Street to the west, and Stewart Street to the south. In the parking stall analysis, areas from outside of this master plan are taken into consideration when it comes to parking stalls. Public Works Staff does not think stalls from outside of the master plan area should be considered as part of this report. More than 1/4 of the stalls referenced are located west of fourth street. The report claims there is a 101 stall surplus in 2024, however due 1/4 of the stalls being located west of Fourth Street, staff has concerns of SNC traffic parking up City parking lots like Nicolet Square. The parking stalls at the new Business Center are being reduced by over 50 stalls. There are 460 employees and another 140 students commuting to SNC on a daily basis. They will find the path of least resistance and park where it is most convenient for them.

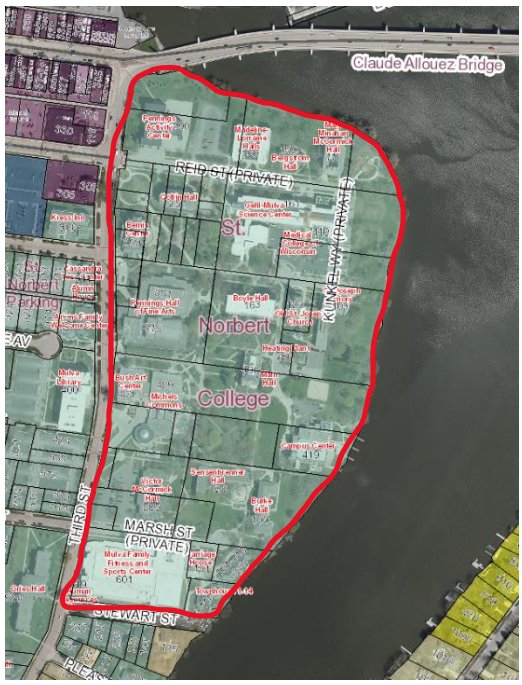
- Staff is in the process of reviewing parking study options for the City owned Nicolet Square parking lot, which is not designed as a campus parking lot. Options being considered include a permit system for public and employee parking in the Nicolet Square parking lot.

- SNC should create a policy or statement, to be added to the master plan, that indicates that commuter parking and employee parking must be in campus parking spaces.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the request for a zoning map amendment from PI-1 (Neighborhood Public & Institutional District) to PI-2 (Campus Public & Institutional District) at 100 BLK-600 BLK Third ST, also known as 100 Grant ST. A zoning map amendment must comply with the following:

1. Compliance with all state and local laws and regulations, including compliance with all the provisions of Chapter 14, De Pere Municipal Code.

Note: Taking action to approve this zoning map amendment includes approval of the master plan.



MASTER PLAN
FOR
ZONING MAP AMENDMENT
FROM PI-1 DISTRICT TO PI-2 DISTRICT

Part of
Saint Norbert College
100 Grant ST
De Pere, WI 54115-2002

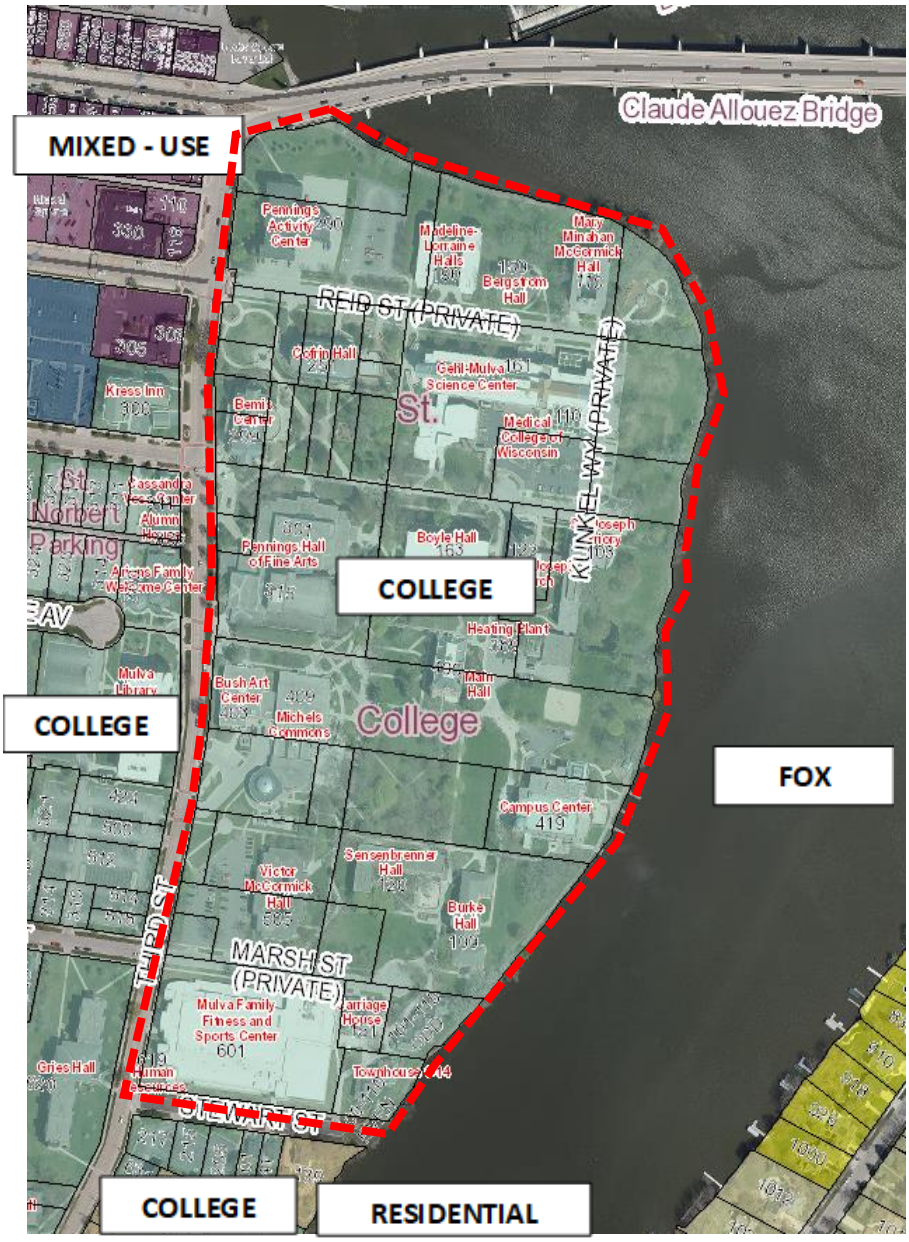
Document prepared by Chris Dahlke, Director of Facilities Management
Saint Norbert College

1. Purpose

This Master Plan development is intended to define the current and proposed future uses in terms of zoning requirements of the Saint Norbert College campus or portions as defined in the planning area section. The campus is not currently set up as a master planned district under current zoning regulations, as such any campus improvements must follow the most restrictive zoning of the neighboring properties. The primary driver of this change is the proposed construction of a new business building at the site of the former Pennings High School. The proposed project includes a new approximately 42,000 square foot educational facility with support structures and a 57 stall parking lot which is entered from Reid Street.

2. Planning Area

The Saint Norbert Master Plan applies to the area located within the red polygon on the following map:



Although this application only covers the area in the red polygon, St. Norbert campus extends to the west encompassing many but not all of the parcel between third street and the railroad from east to west and from Grant Street to 1,200 feet to the south. Much of this area is occupied by college owned single family homes in addition to the College library, 2 residence halls, College support buildings, and the bulk of the College parking area. Due to the distinct differences in use between the east side of third street and the west side of the third street, these two areas will be handled at separate times in terms of updating the master plan. Regardless, reference in this document is made to amenities that support the great campus in this document that exist on parcels outside of the red polygon.

The Saint Norbert Master Plan applies to all the parcels within the above map. The parcels are:

WD-688	WD-22	WD-7
WD-954	WD-38	WD-949-1
WD-171	WD-696	WD-694
WD-40	WD-697	WD-36
WD-691	WD-34	WD-690
WD-952	WD-945-1	WD-951
WD-936	WD-953	WD-945
WD-692	WD-686	WD-698
WD-727	WD-687	WD-8
WD-728	WD-941	WD-13
WD-697-1	WD-27	WD-949
WD-689	WD-685	WD-693
WD-721	WD-695	WD-934
WD-942	WD-23	WD-732
WD-950	WD-905	

3. Existing Property Uses

Current uses of the site are Post Secondary Education and Religious uses including student residential housing, athletic facilities, office buildings, academic buildings, food service facilities, conference and events facilities, Student Life and Recreation facilities, outdoor athletic installations, art galleries, performance venues, academic research facilities, Library facilities, Hotel Facilities, Campus Safety and Security Facilities, Churches, Chapels, and Shrines. Also included are the parking lots, pedestrian pathways, landscaping, and ancillary utility services such as heating plants, chiller facilities, above ground fuel tanks, and refuse collection buildings. See the attachments listed below for additional campus details.

- See attachment A – Campus Map – Directional
- See attachment B – Campus Map – Alternative Map
- See attachment C – Building Inventory and Statistics

4. Proposed Uses and Development

Current Proposed Developments

Saint Norbert Campus	**New Business Building**
Floor Area	45,000 SF
Building Height	60 Feet
Setbacks	15’ Minimum Setback from Lot Lines, 50’ from Fox River
Open Space	50%
Motor vehicle Parking Ratios (stalls)	57 Vehicles, see parking analysis

In addition to the above table, see attachment D – Building School Program

NOTE: This program is preliminary but captures the character and rough physical statistics of the business building. Some details have been worked out further and will be referenced later. The final design is subject to the requirements laid out by this document and will be submitted for the appropriate reviews.

This building is the only anticipated new construction development at the time of the writing of this proposal. Any future developments will follow appropriate procedure to be added to the master plan.

Future development of this site must abide by the following table regarding lot size and setbacks. Note that within the boundaries of this request, St. Norbert College owns all the parcels. Where 2 or more SNC owned parcels abut each other no setback will be required at those lot lines. A CSM will be forthcoming combining multiple boundary lines as one.

Building Requirements

Applicable to entire site in addition to new Business building.

Code Category	Requirement	Notes
Minimum Lot Area	None Required	
Minimum Lot Frontage	None Required	
Minimum Building Setbacks		
Primary Frontage Setback	15 Feet	
Non-Primary Frontage Setback	15 Feet	
Minimum Side Setback	15 Feet	None when adjacent lot is owned by SNC
Minimum Rear Setback	15 Feet	
Minimum Setback from River	50 Feet	
Maximum Site Impervious Coverage	50%	
Additional Semi-Pervious Coverage	30%	
Surface or Accessory Parking Yard Location	Front, Side, Rear	
Refuse & Recycling, Utilities, & Loading Yard Location	Front, Side, Rear	
Permitted Driveway Access Location	Front, Side, Rear	No direct driveway from Main St. or 3rd North of Reid St. Buildings on Reid Street Enter on Reid St.
Maximum Building Height	84' Deck/Peak Height, does not include mechanical equipment or other appurtenances	Roof Top Mechanical, Electrical, or other Non-Structural installations require screening from primary frontage view
Landscape and Screening		
Appurtenance Screening	Per 14-92 (11)	
Street Right-of-Way Trees	Per Attachment F	
Parking Lot Interior Landscaping	Per Attachment F	
Foundation Landscaping	Per Attachment F	
Parking ratios	See Parking Study, ADA stalls by code	Parking for Campus to be considered in totality
Building Facade		
Façade Material	Combination of Masonry, Architectural Precast, Glazing, Metal Panel, Architectural Wood, and Direct Applied Finish Systems.	If existing elements outside of those listed are encountered on existing buildings, matching non-conforming materials is acceptable if at least 50% of the original non-conforming material is to remain
Minimum Transparency	15% of Entire Facade	

In addition to the requirements in the table listed above principal uses of the site (entire area in the red polygon) must be limited to the following table.

SAINT NORBERT COLLEGE PI-2
PRINCIPAL USE TABLE

RESIDENTIAL		
Household Living		
Single-Household	●	14-71(1)
Two-Household	●	14-71(1)
Three-to-Six-Household	●	14-71(1)
Seven+-Household	●	14-71(1)
Live-Work	●	14-71(1)
Group Living		
Adult Family Home	●	14-71(2)
Community Living Arrangement	●	14-71(2)
Foster Home	●	14-71(2)
Overnight Shelter	C	14-71(2)
Group Living not otherwise classified	C	14-71(2)
Neighborhood Clubhouse	–	14-71(3)
PUBLIC AND CIVIC		
Cemetery	–	14-72(1)
Club or Lodge	●	14-72(2)
College or University	●	14-72(3)
Hospital	–	14-72(4)
Library or Cultural Center	●	14-72(5)
Parks and Recreation	●	14-72(6)
Religious & Non-Secular Assembly	●	14-72(7)
Safety Service	●	14-72(8)
School	●	14-72(9)
Utilities and Public Service Facilities		
Minor	●	14-72(10)
Major	C	14-72(10)
COMMERCIAL		
Animal Service		
Boarding	–	14-73(1)
Grooming	–	14-73(1)
Veterinary	–	14-73(1)
Assembly and Entertainment		
Small	●	14-73(2)
Large	●	14-73(2)
Business or Trade School	●	14-73(2)
Commercial Service		
Consumer Maintenance and Repair	●	14-73(4)
Personal Service	●	14-73(4)
Studio or Instructional Service	●	14-73(4)
Other Service	●	14-73(4)
Day Care		
Day Care Home, Family	–	14-73(5)
Day Care Facility, Adult	●	14-73(5)
Day Care Center, Group	●	14-73(5)
Eating and Drinking Places		
Restaurant	●	14-73(6)
Bar	●	14-73(6)
Financial Service		
Financial Institution	●	14-73(7)
Convenient Cash Business	–	14-73(7)
Pawnshop	–	14-73(7)
Funeral or Mortuary Service		14-73(8)
Lodging		
Bed and Breakfast Inn	–	14-73(9)
Hotel	●	14-73(9)
Motel	●	
Short-term Rental	●	14-73(9)
Medical Service	●	14-73(10)
Office	●	14-73(11)
Parking, Non-accessory	●	14-73(12)

COMMERCIAL (Continued)		
Retail Sales		
Convenience Goods	●	14-73(13)
Consumer Shopping Goods	●	14-73(13)
Building Materials and Supplies	–	14-73(13)
Sexually Oriented Business	–	14-73(14)
Sports & Recreation, Participant		
Indoor	●	14-73(15)
Outdoor	●	14-73(15)
Vehicle Sales and Service		
Fueling Station	●	14-73(16)
Vehicle Sales	–	14-73(16)
Vehicle Rental	–	14-73(16)
Vehicle Maintenance & Repair, Minor	●	14-73(16)
Vehicle Maintenance & Repair, Major	–	14-73(16)
INDUSTRIAL		
Fabrication and Production		
Artisan	●	14-74(1)
Low-Zmpact	●	14-74(1)
Moderate-Impact	–	14-74(1)
High-Impact	–	14-74(1)
Industrial Service	–	14-74(2)
Storage, Distribution and Wholesaling		
Trucking & Transportation Terminal	–	14-74(3)
Warehouse	●	14-74(3)
Warehouse, Mini (Self-Storage)	–	
Wholesale Sales and Distribution	–	14-74(3)
Junk or Salvage Yard	–	14-74(4)
RECYCLING		
Composting, Yard Waste	●	
Construction/Demolition Debris	–	14-75(2)
Consumer Mater al Drop-off	–	14-75(3)
Consumer Material Processing	–	14-75(4)
AGRICULTURAL		
Community Garden	●	14-76(1)
Animal Agriculture	–	14-76(2)
Crop Agriculture	–	14-76(3)
ACCESSORY		
Backyard Cottage	–	14-27
Amateur Radio Service Antenna	●	14-78(2)
Crop Agriculture	–	14-78(4)
Drive-in/Drive-through Service	–	
Electric Vehicle Charging Station	●	14-78(6)
Geothermal Energy System	●	14-78(7)
Home Occupation, Type A	–	14-78(8)
Home Occupation, Type B	–	14-78(8)
Outdoor Display	●	14-78(9)
Outdoor Storage	●	14-78(10)
Residential Composting	–	14-78(11)
Satellite Dish Antenna	–	14-78(12)
Secondary Suite	–	14-78(13)
Solar Energy System	●	14-78(14)
OTHER		
Wireless Telecommunications	●	

Key	
Permitted	●
Prohibitted	–
Conditional Use	C

5. Transportation Plan

See attachment E – Parking Study
SNC Parking shall be considered in whole(all campus parking) by project submittal. Parking counts shall be reviewed each project submission to ensure proper ratios are maintained. See attachment E – Parking Study

Parking counts for the entire campus at the time of this proposal must be maintained to or in excess of the following:

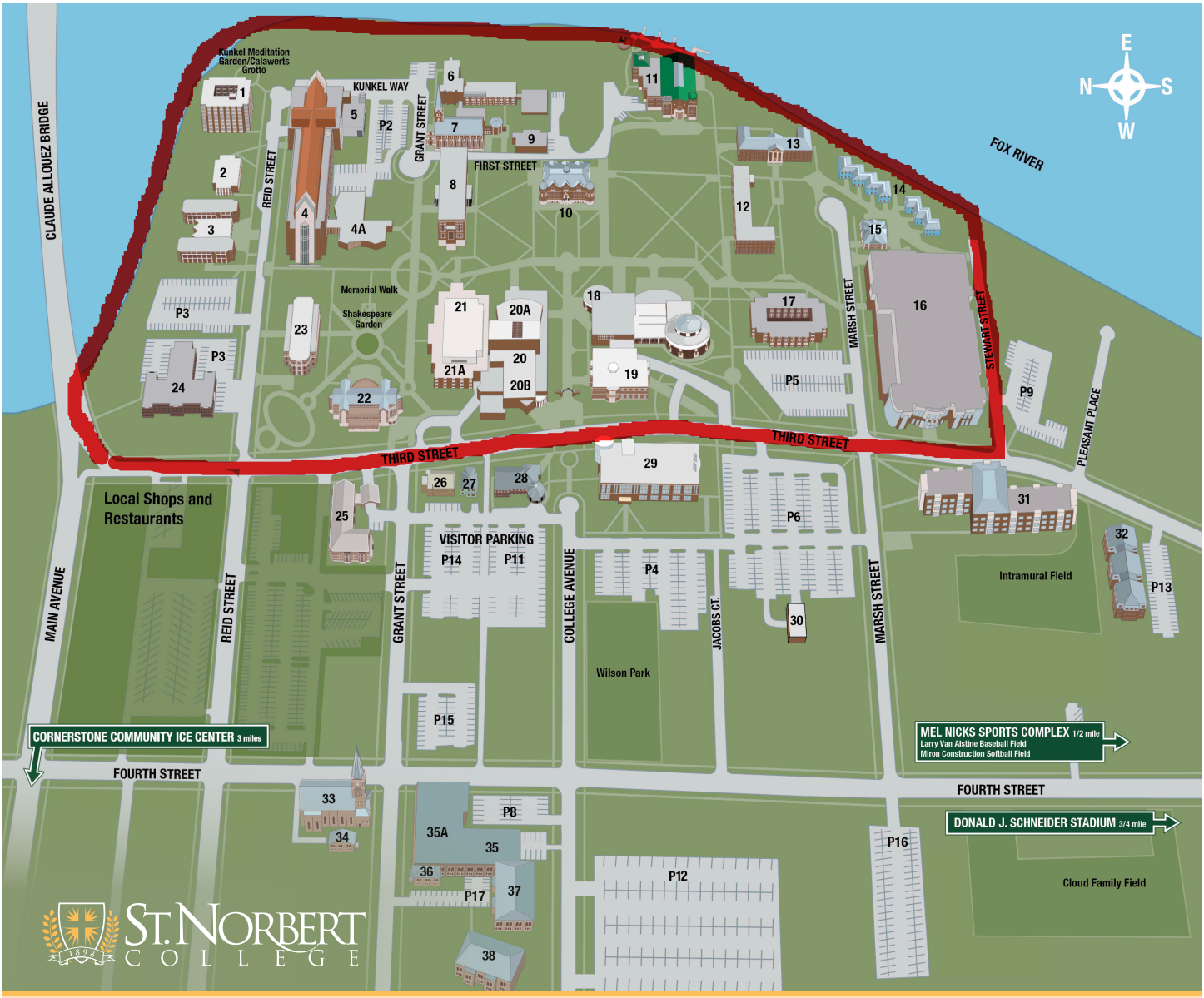
Occupant Type	**Parking Model**
Resident Parking	7 Stalls per 10 Residents
Full Time Employee Parking	1 Stall per FTE
Part Time Employess	1 Stall per 2 PTE
Hotel Parking	1 Stall per Guest Room

The project will not propose additional off -street parking spaces as part of the building and site expansion. Zoning Code 14-806(6) Traffic Impact Analysis indicates a Traffic Impact Analysis (TIA) must be submitted for review by the public works director prior to approval of any rezoning, conditional use or site plan application that proposes more than 250 off -street parking spaces. TIAs must provide an evaluation of the impacts that the proposed development will have on traffic conditions, transit users, pedestrians and bicyclists . Therefore, because we are not proposing additional parking spaces, a TIA is not required.

6. Landscape Plan

This site will conform to the pages of the zoning ordinance attached in attachment F.

Attachment A



Alphabetical Index

Abbot Pennings Hall of Fine Arts - **20**
Alumni House - **27**
Ariens Family Welcome Center - **28**
Bemis Center - **22**
Bergstrom Hall - **2**
Birder Hall - **33**
Blessed Hugh of Fosse Hall - **35**
Bookstore - **21A**
Boyle Hall - **8**
Burke Hall - **13**
Bush Art Center - **19**
Campus Center - **11**
Carriage House - **15**
Cassandra Voss Center - **26**
Cofrin Hall - **23**
Doksany Hall - **36**
Facilities Service Center - **35A**
Gehl-Mulva Science Center - **4**
Gries Hall - **31**
Grounds Facility - **30**
Heating Plant - **9**
Kress Inn - **25**
Mad-Lor Halls - **3**
Main Hall - **10**
Medical College of Wisconsin - **5**
Michels Commons - **18**
Michels Hall - **32**
MMM Hall - **1**
Mulva Family Fitness & Sports Center - **16**
Mulva Library - **29**
Old St. Joseph Church - **7**
PAC - **24**
Prémontré Hall - **37**
Roggenburg Hall - **34**
Sensenbrenner Hall - **12**
South Teaching Wing - **4A**
St. Joseph Hall - **6**
Todd Wehr Hall - **21**
Townhouse Village - **14**
VMC - **17**
Walter Theatre - **20A**
Webb Theatre - **20B**
Xanten Hall - **38**

Numerical Index

1 Mary Minahan McCormick Residence Hall *(MMM Hall)*
2 Gertrude S. Bergstrom Residence Hall *(Bergstrom Hall)*
3 Madelaine and Lorraine Residence Halls *(Mad-Lor Halls)*
4 Gehl-Mulva Science Center *(GMS)*
4A South Teaching Wing *(STW)*
5 Medical College of Wisconsin
6 St. Joseph Hall
7 Old St. Joseph Church
8 Francis H. Boyle Hall *(Boyle Hall)*
9 Heating Plant
10 Main Hall
11 Ray Van Den Heuvel Family Campus Center *(Campus Center)*
12 Frank J. Sensenbrenner Residence Hall *(Sensenbrenner Hall)*
13 Dennis M. Burke Residence Hall *(Burke Hall)*
14 Thomas and Maureen Manion Residence Townhouse Village *(Townhouse Village)*
15 Ralph and Catherine Paulson Residence Carriage House *(Carriage House)*
16 Mulva Family Fitness & Sports Center
17 Victor McCormick Residence Hall *(VMC)*
18 Michels Commons
19 Carol and Robert Bush Art Center *(Bush Art Center)*
20 Abbot Pennings Hall of Fine Arts
20A Walter Theatre
20B Webb Theatre
21 Todd Wehr Hall
21A Bookstore
22 F. K. Bemis International Conference Center *(Bemis Center)*
23 Austin E. Cofrin Hall *(Cofrin Hall)*
24 Pennings Activity Center *(PAC)*
25 George F. Kress Residence for Executive Education *(Kress Inn)*
26 Cassandra Voss Center
27 Rev. Ignatius Francis Van Dyke, O.Praem., Alumni House *(Alumni House)*
28 Ariens Family Welcome Center
29 The Miriam B. and James J. Mulva Library *(Mulva Library)*
30 Grounds Facility
31 Fr. Eugene E. Gries, O.Praem., Residence Hall *(Gries Hall)*
32 Dale and Ruth Michels Residence Hall *(Michels Hall)*
33 Dudley Birder Hall *(Birder Hall)*
34 Roggenburg Residence Hall
35 Blessed Hugh of Fosse Hall
35A Facilities Service Center
36 Doksany Residence Hall
37 Prémontré Residence Hall
38 Xanten Residence Hall
P2 to P17 Parking lots

Attachment B

BUILDING DIRECTORY

ADM	ARIENS FAMILY WELCOME CENTER	ADMISSIONS & WELCOME CENTER
BAC	CAROL AND ROBERT BUSH ART CENTER	ACADEMIC
BER	GERTRUDE S. BERGSTROM HALL	STUDENT HOUSING
BIC	F.K. BEMIS INTERNATIONAL CENTER	ACADEMIC
BKE	REV. DENNIS M. BURKE HALL	STUDENT HOUSING
BOY	FRANCIS H. BOYLE HALL	ACADEMIC
CFF	AUSTIN FAMILY FIELD	ATHLETIC DEPARTMENT
COF	HALL	ACADEMIC
CVC	CASSANDRA VOSS CENTER	ACADEMIC
DBH	DUDLEY BIRDER HALL	MUSIC
DKH	DORMS	STUDENT HOUSING
GG	GARAGE	FACILITIES
GMS	GEHL–MULVA SCIENCE CENTER	ACADEMIC
GRH	FR. EUGENE E. GRIES, O.PRAEM. HALL	STUDENT HOUSING
HFA	ABBOT PENNINGS HALL OF FINE ARTS	THEATER & MUSIC
HFH	BLESSED HUGH OF FOSSE HALL	DEPARTMENT OF FACILITIES/ STUDENT HOUSING
HTG	HEATING PLANT	HEATING PLANT
KRI	KRESS RESIDENCE INN	LODGING
L&M	MADELAINE & LORRAINE HALL	STUDENT HOUSING
MAI	MAIN HALL	ADMINISTRATION
MCW	MEDICAL COLLEGE OF WISCONSIN	ACADEMIC
MIC	MICHELS COMMONS	STUDENT UNION
MIH	DALE & RUTH MICHELS HALL	STUDENT HOUSING
MMM	MARY MINAHAN McCORMICK HALL	STUDENT HOUSING
MNF	MEL NICKS FIELD	ATHLETIC DEPARTMENT
MSC	MULVA FAMILY FITNESS & SPORTS CENTER	ATHLETIC DEPARTMENT
MUL	MIRIAM B. & JAMES J. MULVA LIBRARY	LIBRARY
NUR	CHILDREN'S CENTER	DAYCARE CENTER
PAC	PENNINGS ACTIVITY CENTER	ACADEMIC/ADMINISTRATIVE
PRE	PREMONTRE HALL	STUDENT HOUSING
RGH	ROGGENBURG HALL	STUDENT HOUSING
SEN	FRANK J. SENSENBRENNER HALL	STUDENT HOUSING
SJC	OLD ST. JOSEPH CHURCH	CHURCH
SJH	ST. JOSEPH HALL	STUDENT HOUSING
STW	SOUTH TEACHING WING	ACADEMIC
THA	TOWNHOUSE COMPLEX	STUDENT HOUSING
THB	TOWNHOUSE COMPLEX	STUDENT HOUSING
THC	CARRIAGE HOUSE	STUDENT HOUSING
TWH	TODD WEHR HALL	ACADEMIC/ ADMINISTRATIVE
VCC	VAN DEN HEUVEL FAMILY CAMPUS CENTER	CAMPUS CENTER
VDH	VAN DYKE HALL	ALUMNI AND PARENT RELATIONS
VMC	VICTOR McCORMICK HALL	STUDENT HOUSING
XAN	XANTEN HALL	STUDENT HOUSING

FOX RIVER

2 UNITS, 2 GARB. 2 RECY.

AREA INCLUDED IN THIS REQUEST

COLLEGE OWNED BUT NOT INCLUDED IN THIS REQUEST

EXISTING CAMPUS PLAN

Attachment C

ST. NORBERT COLLEGE
CAMPUS SPACE INVENTORY
September 12, 2023

ACADEMIC / RESEARCH

BUILDING	GROSS SQ. FT.	YEAR BUILT	YEAR PURCH.	COMMENTS
Austin E. Cofrin Hall - 251 Reid St.	44,905	1992		
Abbot Pennings Hall of Fine Arts - 315 Third St.	45,393	1956		Add. & Renov. 1989
Boyle Hall - 163 Grant St.	48,479	1917		Renov. 1984
Bush Art Center - 403 Third St.	34,868	2002		
South Teaching Wing - 161 Reid St.	25,022	1967		Renov. 2015
Gehl-Mulva Science Center - 161 Reid St.	160,313	1967		Renov. 2014
ACADEMIC/ RESEARCH TOTAL	358,980			

ADMINISTRATIVE

BUILDING	GROSS SQ. FT.	YEAR BUILT	YEAR PURCH.	COMMENTS
Main Hall - 400 First St.	31,096	1902		
Pennings Activity Center - 290 Reid St.	43,987	1923	1990	
Van Dyke Alumni Center - 306 Third St.	3,729	1916		Renov. 1999
ADMINISTRATIVE TOTAL	78,812			

ATHLETIC FACILITIES

BUILDING	GROSS SQ. FT.	YEAR BUILT	YEAR PURCH.	COMMENTS
Mulva Family Fitness & Sports Center - 601 Third St.	125,925	1979		Renov. & Add. 2017
ATHLETICS TOTAL	125,925			

CONFERENCE & EVENT SERVICES

BUILDING	GROSS SQ. FT.	YEAR BUILT	YEAR PURCH.	COMMENTS
Bemis International Center - 299 Third St.	49,442	1995		
CONF & EVENT SERVICES TOTAL	49,442			

STUDENT HOUSING

BUILDING	GROSS SQ. FT.	YEAR BUILT	YEAR PURCH.	COMMENTS
RESIDENCE HALLS				
Bergstrom Hall - 150 Reid St.	16,915	1966		
Burke Hall - 100 Marsh St.	40,141	1942		
Madelaine-Lorraine Hall - 190 Reid St.	41,006	1963		
Mary Minahan McCormick Hall - 110 Reid St.	44,083	1965		
St. Joseph Hall & garages - 103 Grant St.	36,020	1925	2015	Add. 1963
Sensenbrenner Hall - 120 Marsh St.	37,636	1956		
Manion Townhouse Village - 101 Marsh St./100 Stewart St.	40,919	1988		Includes Carriage & TH's
Victor McCormick Hall - 505 Third St.	50,087	1963		
Fr. Eugene E. Gries Hall - 620 Third St.	59,139	2009		
SUB-TOTAL	365,946			
STUDENT HOUSING TOTAL	365,946			

STUDENT SERVICES

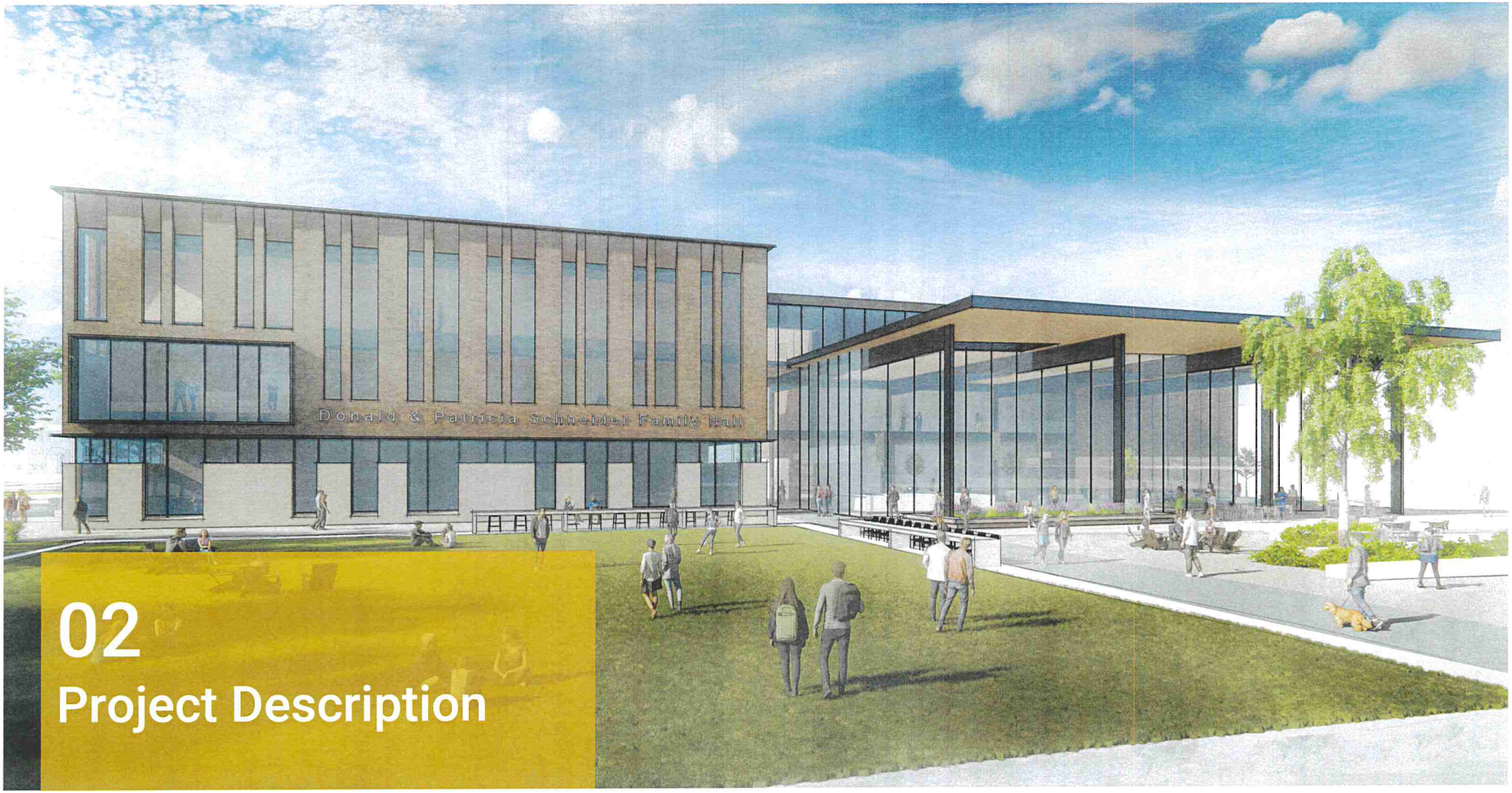
BUILDING	GROSS SQ. FT.	YEAR BUILT	YEAR PURCH.	COMMENTS
Old St. Joseph Church* - 123 Grant St.	16,177	1898	1976	* Add. & Renov. 1999
Michels Commons - 409 Third St.	59,705	1961		Add. 1995 & 2010
Van Den Heuvel Campus Center - 419 First St.	52,771	1930		Add. & Renov. 2000
Todd Wehr Hall - 301 Third St.	58,406	1967		Renov. 2010
STUDENT SERVICES TOTAL	187,059			

FACILITIES SERVICES

BUILDING	GROSS SQ. FT.	YEAR BUILT	YEAR PURCH.	COMMENTS
Heating Plant - 389 First St.	4,437	1917		
Grounds Garage - 450 Third St.	2,016	1999		
FACILITIES SERVICES TOTAL	6,453			

BUILDING TOTAL	1,172,617			

Attachment D



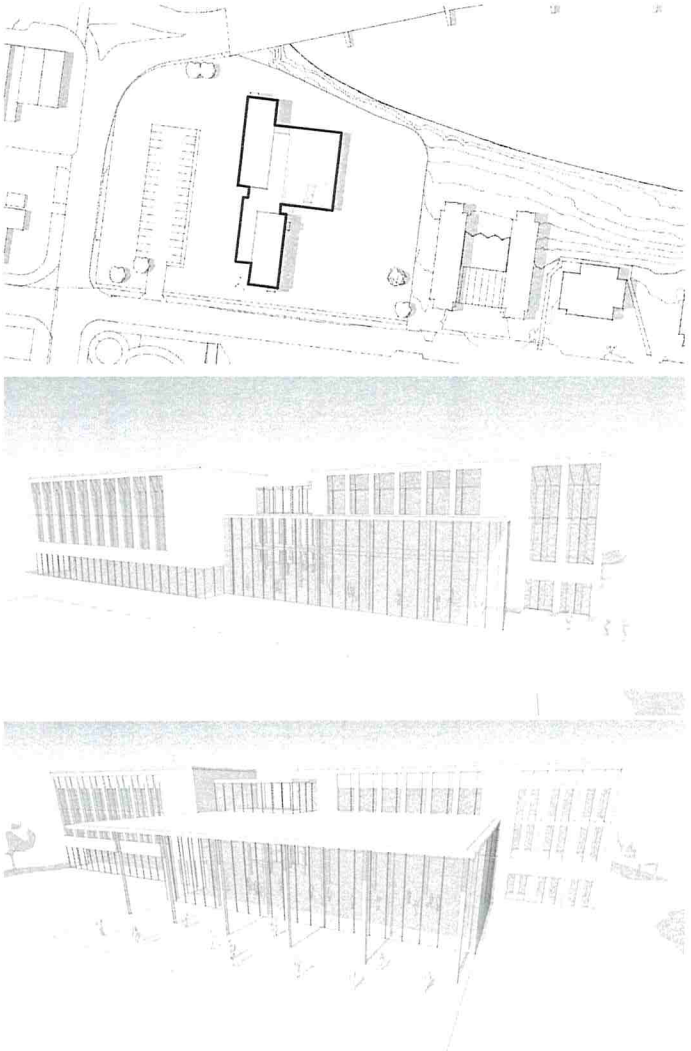
02
Project Description

2.1 ARCHITECTURE

2.1.1 Exterior

Design Intent
The new Schneider School of Business (SSB) will be the front face / gateway into the college. The new building and site will serve as a community and academic hub integrating St. Norbert College with the surrounding community of De Pere. The building is designed to reinforce the mission of the college, specifically Communio and Localitas. This mission is reinforced by the building placement and massing on the site. The design includes a central circulation hallway with adjacent open multiuse spaces. The open multiuse spaces will include a welcome lounge on the southwest side of the building and a gathering space on the northeast side of the building. These multiuse spaces will serve as a place that can be used by the entire faculty and student body, and as needed by the local business community. The building is oriented in the north-south direction and placed on the site to allow for a large green space and water side terrace to accommodate various student activities. The green space will serve as the connection between the campus to the south and the fox river to the north. For more detail on the outdoor spaces and connections created by this building, see Section 3.0 Site Analysis for more information.

Building Massing
The building program is distributed into three stories and a basement. The building is designed to enhance connectivity, and has on-grade entrances from the west, east, and south. The building incorporates large expanses of glass-curtainwall at the 1st level multiuse open spaces. The glass-curtainwall enhance connectivity between in the interior and the exterior of the building, with the building core being transparent / see though at the 1st and 2nd levels looking east to west. The multiuse open spaces are two stories in height and include circulation mezzanines. These circulation mezzanines enhance connectivity between the 1st and 2nd levels with activity areas that projecting outward and into the two-story open spaces. A central feature stair provides connectivity between the 1st level open spaces, 2nd level mezzanines, and a 3rd level study lounge. The study lounge is designed as a place where faculty and students can meet / mix formally and informally all the while having panoramic views out toward the fox river. Additional storage, mechanical space, and potentially parking is provided in the basement.



2.1 ARCHITECTURE

Architectural Character
The new Schneider School of Business (SSB) is conceived as belonging to the existing character of the college campus and surrounding community. The new SSB will taker architectural cues from the surrounding historical context, however, will strive to incorporate new exciting architectural expression into the design. The building façade will be open, inviting, and modern, featuring large glass areas that showcase the activity within the building.

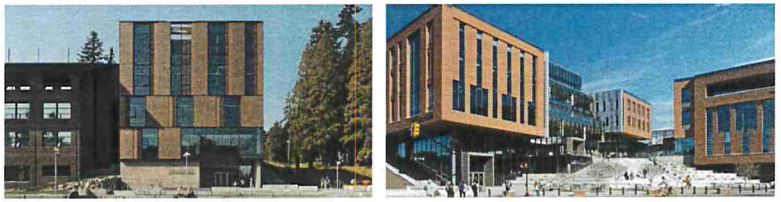
The form of the building is arranged asymmetrically into a dynamic and aesthetically pleasing composition . The building façade will be designed to unifying the whole while also adapting to fit programmatic needs and solar exposure levels. The building will have a strong presence as a new highly visible and vibrant hub for the campus. Its appearance should be sympathetic to the surroundings while taking a bold stance as a new vibrant hub of campus life.

This page contains photographs of existing St Norbert Campus buildings along with precedent images showing how careful consideration of material use can greatly impact the building's character. The new SSB will utilize a variety of beautiful and durable materials that will seek to unify the architectural history of the campus with a new modern design. Masonry will be used in combination with glass-curtainwall in an artistic and efficient composition. Architectural precast and metal panel will accent these areas to enhance and create additional visual interest. Additional materials such as stone and Terracotta will also be considered.

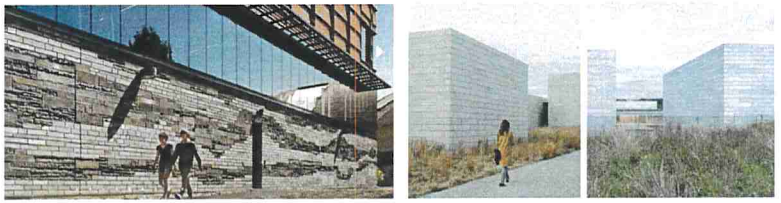
Existing Campus



Material: Brick



Material: Stone // Precast



Material: Curtain Wall



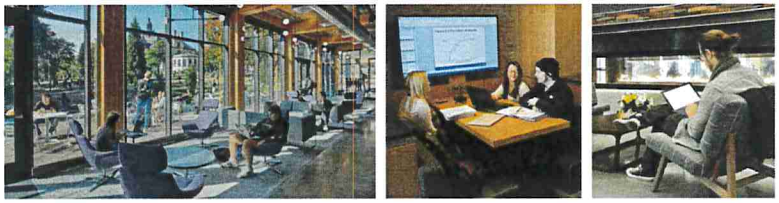
2.1 ARCHITECTURE

2.1.2 Interior

The interior program is arranged to emphasize the inside-out relationships with the natural and designed exterior environments surrounding the new SSB from all cardinal directions. A continuity between indoor and outdoor spaces serves to showcase and connect the interior business school activities with the rest of the college and surrounding community The natural beauty of the surrounding trees will extend into the interior of the building with the use of Cross Laminated Timber (CLT) roof decking that will provide a welcoming warmth to the community spaces.

The interiors of the SSB will have warm, textured, and varied materials with a level of quality and durability commensurate with hospitality environments. Terrazzo floors are typical in high traffic areas such as the main level. Warm and textured finishes on walls and ceilings such as wood, stone, and metal are common while acoustical treatments on walls and ceilings improve the quality of acoustics in lively public areas. General lighting will be supplemented by hospitality grade fixtures in key feature areas. Finally, environmental graphics used in selective areas for story-telling and branding build a sense of student attachment and belonging.

Study Spaces



Student Org Co-working



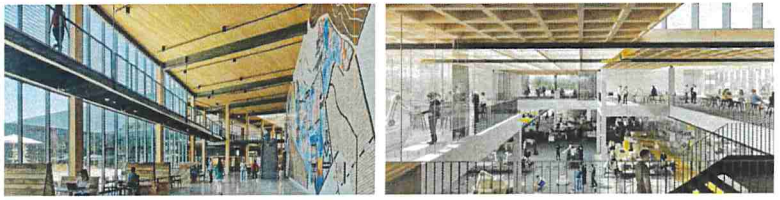
Flexible Classrooms



Hybrid Classrooms



Material: CLT



2.1 ARCHITECTURE

Level 1

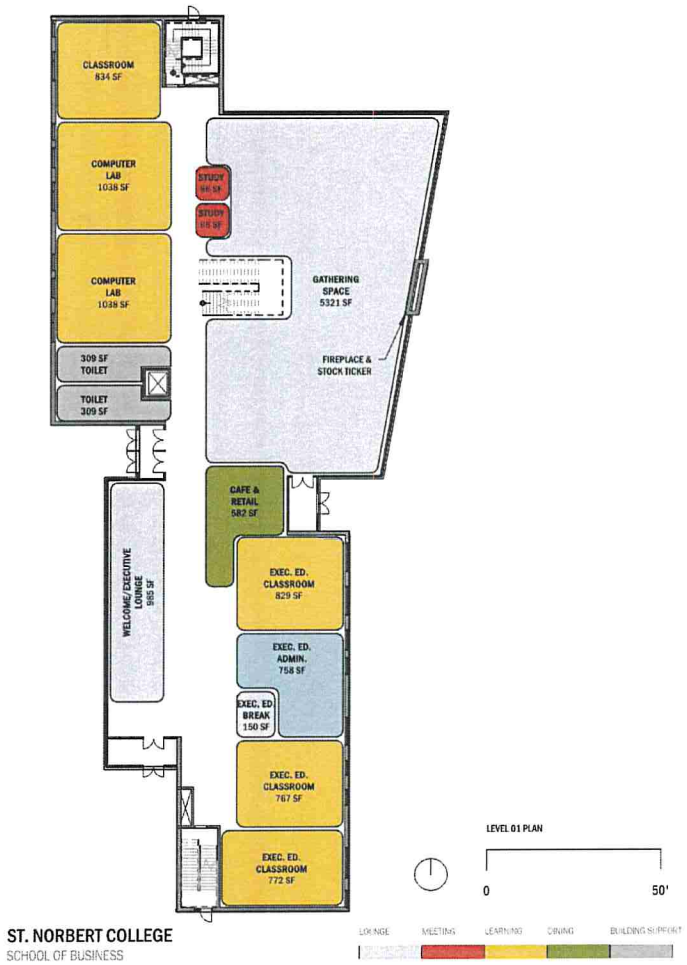
The front entrance into the building is from the west community facing side of Campus, this brings people right into the center of the building. Additional entrances are located on the east and south. There is outdoor parking on the west side for visitors, faculty and students. The Welcome Lounge by the south and west entrance is located adjacent to the Center of Executive Learning on the south end of the building. The Center for Executive Learning (CEL) consists of three classrooms and an administrative suite for CEL and support spaces for executive students.

On the north-east is a light-filled central "Gathering Space" which has great views of the outdoor patio, overlooking the river. The "Gathering Space" is a flexible multi-use space that will be used for day-to-day study and collaboration between students, faculty, and community members. It is intentionally designed to function as an event space to host a variety of different events for the Business School, Campus and the local community. The central feature of the space is a fireplace/hearth that is located in tandem with the main circulation stair and will be a focal point for events in the space.

Additionally, there are two computer labs, an active learning classroom, a café, a retail space for discoveries international, two group study rooms and plenty of open study spaces for students on this main level of the building.

Executive Education Classrooms: Executive Education Classrooms are designed for smaller class sizes and are purposely designed to promote small group discussions around a common table. These will typically have one large conference table style with several mobile comfortable chairs for professional students. The room will allow for plenty of space for each student to work effectively without feeling cramped. The location of the projector screen, display, or marker board defines where the front of the room is located.

Computer Labs: Computer labs require regular use of computers as part of the learning process. The instruction area will include a workstation, a projector, a screen and white boards. The arrangement of student workstations in clusters allows for adequate viewing of the teaching area, while also allowing the instructor to roam among student workstations.



ST. NORBERT COLLEGE
SCHOOL OF BUSINESS

Level 2

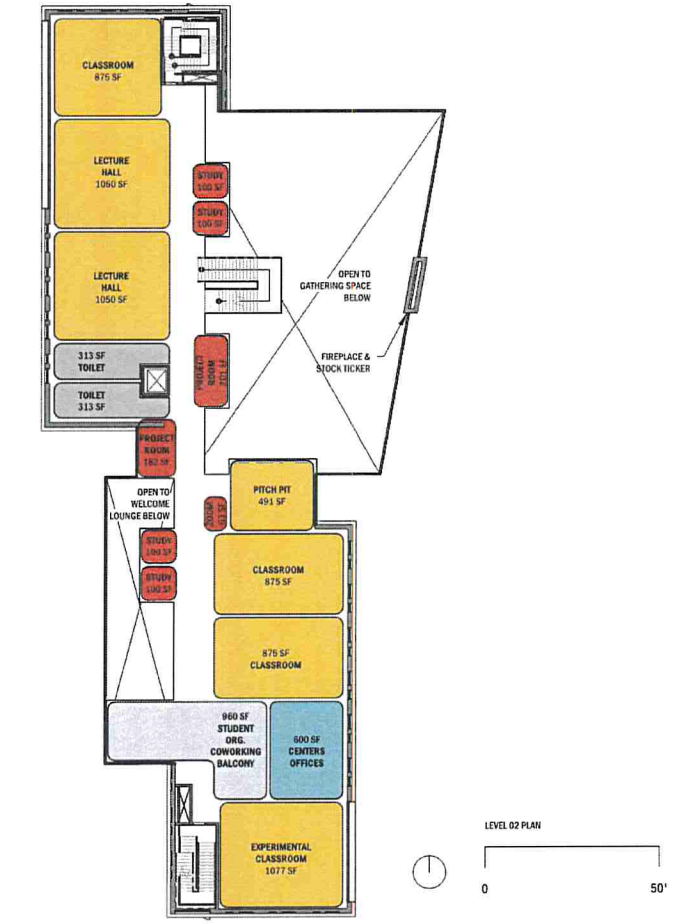
Level 2 has learning spaces organized along a north-south spine. The north-south spine runs long double height spaces that open it up to the level below. The first double height space is the welcome lounge on the south-west side, the second one is gathering space on the north-east. The central stair connects this floor to level 1 below and level 3 above. These connections visually and physically open the floors to each other.

On the south end of the spine are two active learning classrooms, an experimental classroom, space for three centers (CBEA, SRI and the Entrepreneurial Center) adjacent to a space dedicated to student organizations. This co-working balcony for student organizations overlooks the welcome lounge below. There is also two group study rooms on the south end of the spine and a "pitch pit" that is very visible from the gathering space below.

On the north end of the spine there are two lecture halls, and an active learning classroom. There are two group study rooms and a project room that overlook the gathering space below.

Lecture Halls: Lecture halls are designed to accommodate classes of 50 in tiered auditorium-like setting. The instructor is positioned at front of the room with all seats facing in this general direction. The room will have fixed strip tables and moveable chairs. Two rows of tables per tier could allow students to turn their chairs around and gather in groups for discussion. These are technology-enabled for easy hybrid learning.

Experimental Classrooms: Another variation of active learning classrooms, this room will have different types of seating. A highly flexible room which supports a variety of teaching and learning styles.



ST. NORBERT COLLEGE
SCHOOL OF BUSINESS

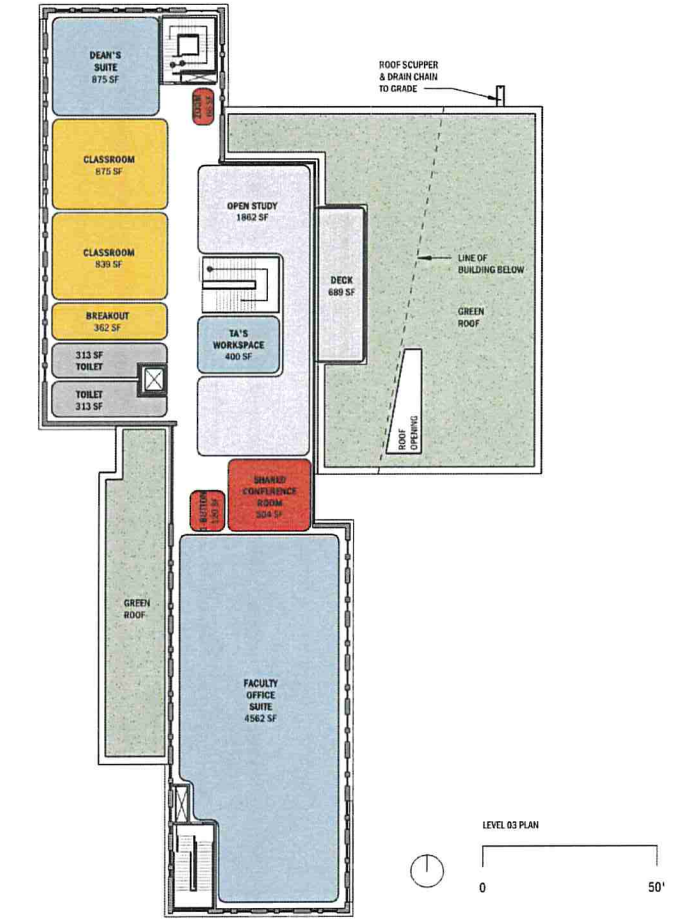
Level 3

Level 3 has learning spaces organized along a north-south spine as well. The north-south spine on this floor opens to green roofs on the south-west and north-east. This also has great views to the outside from the third level. On the north-east green roof, the student study space opens on to a roof deck.

On this floor the Faculty Office Suite (this includes Faculty Offices, space for Teaching Assistants and a Faculty Breakroom/Lounge) are located on the south, with two active learning classrooms, one of which includes breakout rooms for the Capstone Program. The Dean's Suite is located on the North end of the floor. In addition, there is an open study space, which connects to a roof deck over the north-east green roof.

Active Learning Classrooms: Configured to maximize active, collaborative learning and multimodal teaching. These technology-enabled active learning classrooms with analog features (flexible seating and whiteboards) have a far greater effect on student motivation, learning outcomes, and collaboration than digital and high-tech features. These classrooms typically will have 6 round tables that can accommodate 36 students, 2 flat screen displays, and 4 whiteboards. These offer flexible learning arrangements, intended to promote active learning, collaborative problem-solving, and other team-based work.

Active Learning Classroom with breakout spaces: A variation of active learning classrooms, this room has breakout spaces that are used for the Capstone program. The breakout spaces allow students to break up into smaller groups to work on projects during class.

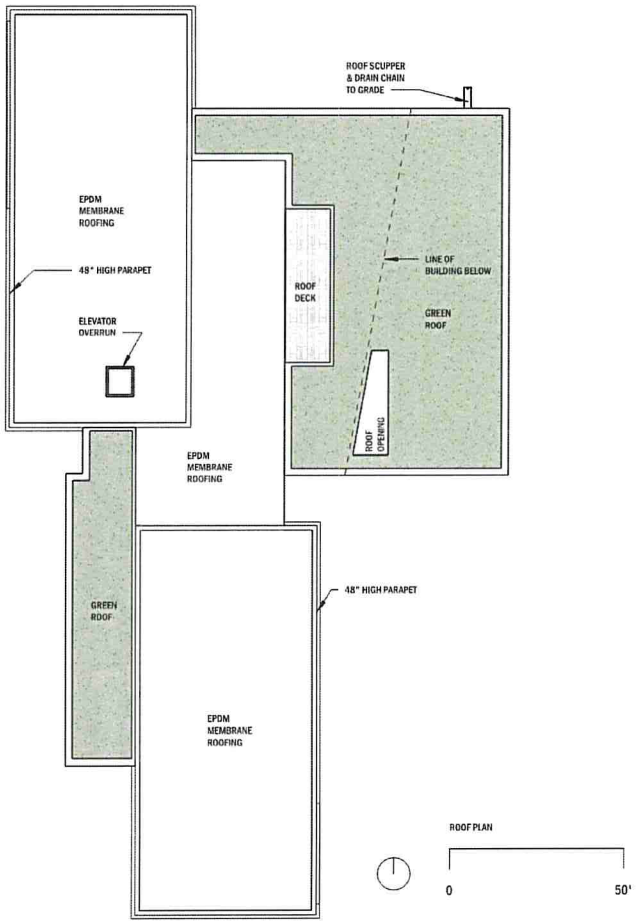


ST. NORBERT COLLEGE
SCHOOL OF BUSINESS

2.1 ARCHITECTURE

Roof Level

Portions of the upper roof level will be used for roof top mounted mechanical units and a solar PV array. A vegetated roof top including an accessible rooftop deck is located on the roof area over the two-story multi-use spaces. See Section 4.5, Mechanical Systems Narrative, for further descriptions of roof areas.



ST. NORBERT COLLEGE
SCHOOL OF BUSINESS

Attachment E

Saint Norbert College Parking Analysis

(Prepared for 2024 Master Plan Zoning and Business School Plan Review)

.January 31, 2024

Current Parking Lot Availability (Less PAC lot, Including New Proposed Business School Lot)

ST. NORBERT COLLEGE

Parking Capacity(Excluding Schneider Stadium and Mel Nicks)

Lot #	Lot Name					Total Stalls
			Reg. Stalls	H.C. Stalls	Dedicated Stalls	Total Stalls
1						
2	GMS	Employee	86	6	10	102
3	Business School	Employee/Commuter	54	3		57
4	Mulva Library	Employee/Commuter	96	3		99
5	Victor McCormick Hall	Employee/Commuter	72	6		78
6	Third Street(next to Mulva Library)	Student	196	2		198
8	Hugh Hall	Employee/Commuter	33	0		33
9	Stewart Street	Employee/Commuter	43	2		45
11	Ariens Family Welcome Center	Visitor	36	2	31	69
12	College Avenue	Student	346	0		346
13	Michels Hall	Student	37	2		39
14	Bemis International Center	Visitor	71	2		73
15	Grant Street	Employee/Commuter	44	0		44
16	Fourth Street	Student	119	2		121
17	PX Outside Lot	Student	38	1		39
	PX Underground Lots	Student	51		1	52
	Kress Inn	Visitor	1	1		2
	Priory - North	Employee	8	0		8
	Priory - South	Employee	4	0		4
	Heating Plant	Employee	4	0		4
	6th Street Lot	Student	67			67
	Bush Art - south	Student		4		4
	Campus Center	Employee		1		1
	Off Campus Houses	Student	169	0		169
			1575	**37**	**42**	**1654**

Figure 1

Off Site Parking:

Lot Name					Total Stalls
		Reg. Stalls	H.C. Stalls	Dedicated Stalls	Total Stalls
Schneider Stadium		384	10		394
Mel Nicks		20	2		22
Total Off Site Stalls		404	12	0	416

Figure 2

Figure 3 below shoes the historical number of resident and commuter student car passes issues over the last 5 years. SNC parking passes are divided into 3 primary types, Employee/Commuter, visitor, and student(resident). While visitor requires no pass, it is also often used by employee/commuter individuals. The percentage of resident car passes over the total student body less commuters has remained steady over time averaging 66%. Although SNC is seeing a greater trend matching the national market(Figure 4) of few numbers of individuals between the ages of 18 and 24 having their drivers license it is predicted the percentage of students having a car on campus will remain relatively steady.

Historical	Total Enrollment	Resident Cars	Commuter Cars	Total Student Cars	% Resident/Enrollment
Fall 2019	2000	1122	173	1295	61.41%
Fall 2020	1867	1200	191	1391	71.60%
Fall 2021	1941	1149	167	1316	64.77%
Fall 2022	1814	1082	160	1242	65.42%
Fall 2023	1779	1082	149	1231	66.38%
				Average	65.92%

Figure 3

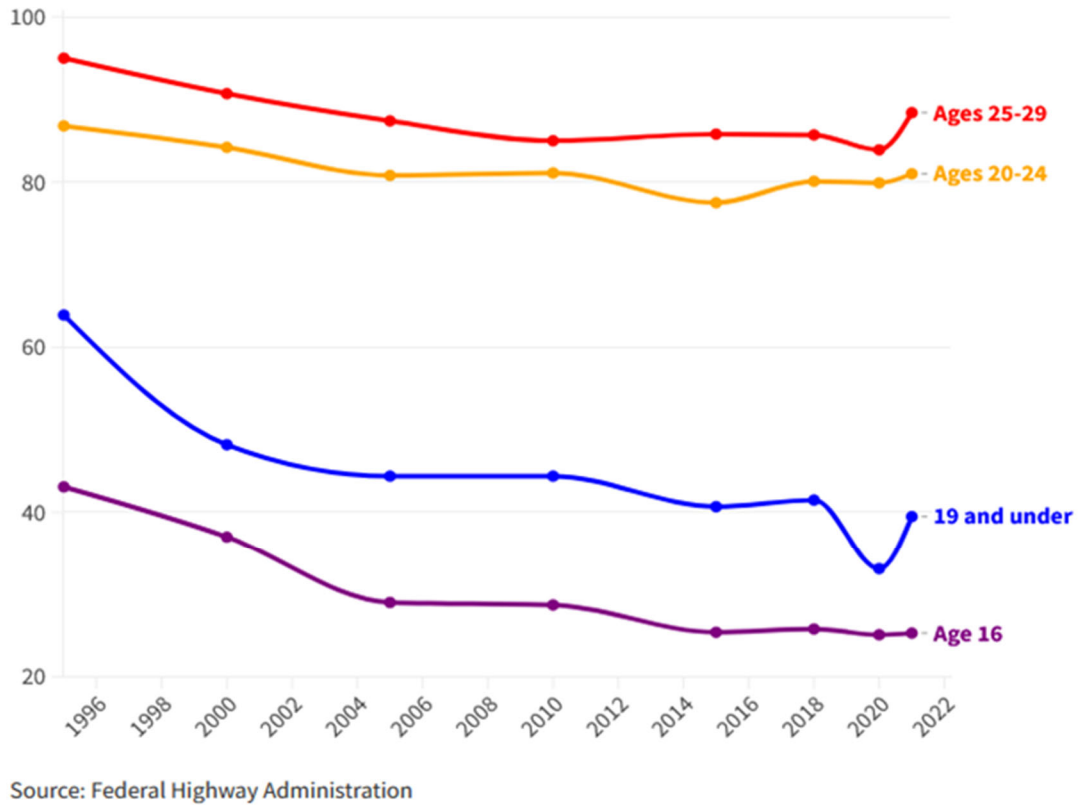


Figure 4 - % Individual with Drivers License by Age

Figure 5 shows the projected enrollment of SNC. This shows a general decrease in resident cars based on changing demographics within the student market. **Figure 6** shows the current number of full time and part time employees. This does not consider student employees as they are captured in the student numbers.

Projection	Total Enrollment	Resident Cars	Commuter Cars	Total Student Cars
Fall 2024	1646	986	150	1136
Fall 2025	1610	954	162	1116
Fall 2026	1536	897	175	1072
Fall 2027	1536	893	181	1074
Fall 2028	1536	881	200	1081

Figure 5 – Projected resident and commuter car permits on the SNC campus.

SNC Full and Part Time Employees

Current Full Time Employees	441
Current Part Time Employees	37

Figure 6 – SNC Employee count

Figure 7 shows the parking ratios to be abided by when designing new projects on campus. These ratios should be revisited based on the method listed later in this document to ensure parking needs on campus are met. Parking for full time employees is benchmarked against the standard set out by the city zoning code for like entities in the zoning ordinance dated December 19, 2023. Part time employees are set at half the number of stalls as a full time employee as part time employees provide coverage for services outside of normal business hours or do not overlap with other part time employees. Resident parking historically has been 66%, as such resident parking is set at 7 stalls per 10 residents. Hotel parking mirrors the requirements set by the current zoning ordinance. These metrics are the primary and regular use of the SNC campus. As seen in figure 8 excess parking remains and the excess is anticipated to grow over the course of the next few years. Finally as SNC has the ability to limit student parking, the College is able to artificially reduce parking demand by reducing parking permits where unpredictable occurrence occur. In addition 404 off site parking stalls are available for SNC staff and are used as flex parking when large events occur on campus that require more than the excess parking on campus.

Parking Ratios for Design (Based on primary and regular single time use)

Occupant Type	**Parking Model**
Resident Parking	7 Stalls per 10 Residents
Full Time Employee Parking	1 Stall per FTE
Part Time Employess	1 Stall per 2 PTE
Hotel Parking	1 Stall per Guest Room

Figure 8

Average Occupancy during Standard Business Hours(7:30-4:30)						
Occupant Type	**Parking Model**	**Fall 2024**	**Fall 2025**	**Fall 2026**	**Fall 2027**	**Fall 2028**
Resident Parking	7 Stalls per 10 Residents	1047	1014	953	949	935
Full Time Employee Parking	1 Stall per FTE	441	441	441	441	441
Part Time Employess	1 Stall per 2 PTE	19	19	19	19	19
Hotel Parking	1 Stall per Guest Room	46	46	46	46	46
	Total Parking Need	**1553**	**1519**	**1458**	**1454**	**1441**
	Excess Parking	**101**	**135**	**196**	**200**	**213**

Figure 7 – Parking distribution based on projected occupancy of the SNC campus

Attachment F

ARTICLE X. LANDSCAPE AND SCREENING

14-100 Purposes 10-1
14-101 Applicability 10-1
14-102 Street Trees 10-1
14-103 Parking Lot Screening 10-2
14-104 Parking Lot Interior Landscaping 10-3
14-105 Foundation Landscaping 10-4
14-106 Landscape and Screening Material 10-4
14-107 Installation and Maintenance 10-6
14-108 Landscape Plans 10-7
14-109 Alternative Compliance 10-7

14-100 Purposes

The landscape and screening regulations of this article establish minimum requirements for landscaping and screening. The regulations are intended to advance the general purposes of this zoning ordinance and to help:

(1) Maintain and enhance the city's appearance;

(2) Mitigate possible adverse impacts of higher intensity land uses abutting lower intensity land uses;

(3) Reduce the impacts of noise and glare;

(4) Maintain and improve air quality;

(5) Protect surface water quality and reduce the negative impacts of stormwater runoff by providing vegetated areas that filter and absorb stormwater;

(6) Moderate heat by providing shade;

(7) Encourage wise use of water resources; and

(8) Encourage preservation and replacement of existing trees and vegetation.

14-101 Applicability

(1) The landscape and screening regulations of this article apply in RM, X, O, C, BP, I, and P zoning districts, as further identified in the individual subsections of this article.

(2) The landscape and screening regulations do not apply to any of the following:

(a) Residential uses with one or two dwelling units;

(b) Agricultural uses;

(c) Public parks and open spaces;

(d) Reconstruction of any building that is damaged or destroyed by fire, natural disaster or other means beyond the reasonable control of the property owner.

14-102 Street Right-of-Way Trees

(1) Purpose

Street right of-way trees help maintain and enhance the appearance of the city, contribute to pedestrian safety and comfort and offer environmental benefits by allowing the infiltration of stormwater, reducing urban heating and improving air quality.

(2) Applicability

The street tree planting requirements of this section apply to all of the following, except as otherwise expressly stated:

(a) Construction of any principal building or non-accessory parking;

(b) Any addition to or enlargement of an existing principal building when the addition or enlargement exceeds 50% of the building's existing floor area; and

(c) Any increase in impervious coverage on the subject lot that exceeds 50% of the lot's existing impervious coverage.

(3) Requirements

(a) Number

At least one large tree is required per 35 feet of street frontage. If large trees are not appropriate due to the presence of overhead lines, other obstructions or site visibility considerations, as determined by the city forester, at least one small tree is required per 30 feet of street frontage.

(b) Location

1. Required street trees must be centered in the terrace area of the right-of-way.
2. The city forester is expressly authorized to approve an alternative compliance landscape plan for installation of street trees in alternative locations when circumstances prevent street tree planting or when compliance with street tree planting location requirements would result in improper aesthetics or a poor growing environment for the tree or damage to public or private improvements.
3. Required street trees must be located within pervious landscape areas or within tree wells.

(4) Spacing

Street trees are not required to be evenly spaced, but the distance between street trees may not exceed 75 feet.

(5) Removal

Removal of street trees requires approval from the city forester. Property owners who remove any street tree for any reason are required to replace the tree with an equivalent or higher quality tree in the same location or in a new location, as approved by the city forester.

(6) Materials, Installation and Maintenance

See 14-106 and 14-107.

14-103 Parking Lot Screening

(1) Purpose

The parking lot screening regulations of this section are intended to help mitigate the visual and operational impacts of parking lots when such areas are adjacent to streets or residential zoning districts.

(2) Applicability

Unless otherwise expressly stated, the parking lot screening regulations of this section apply to all the following:

(a) The construction or installation of any new parking lot with a contiguous paved area of 3,500 square feet or more; and

(b) The expansion of any existing parking lot that results in the addition of 3,500 square feet of paved area, in which case the parking lot screening requirements of this section apply only to the expanded area; and

(c) The reconstruction of a parking lot with a contiguous paved area of 3,500 square feet or more, where "reconstruction" is defined as removal and replacement of pavement material.

(3) Requirements

(a) Screening from Street Frontage

1. When a parking lot is located adjacent to a street right-of-way, parking lot screening must be provided in accordance with the regulations of this section to visually screen the parking lot from the right-of-way.
2. Parking lot screening is required only when the parking lot is located within 100 feet of the right-of-way and there are no intervening buildings between the parking lot and the right-of-way.
3. Parking lot screening areas must be at least 7 feet in width; however, in the MX1 zoning district, required parking lot screening areas must be at least 3 feet in width.
4. Parking lot screening must be provided in the form of one of the following:
   a. A vegetative screen consisting of shrubs planted to form a continuous visual barrier (hedge) at least 3 feet in height; or
   b. A screening wall with a minimum height of 3 feet and a maximum height of 3.5 feet. Walls used to satisfy parking lot screening requirements must be constructed of brick, stone, cast stone, formed concrete or similar durable, low-maintenance materials.

(b) Screening from R District

1. Parking lots must be screened from view of R districts when the parking lot is located within 100 feet of an abutting R-zoned lot and there are

no intervening buildings between the parking lot and the abutting R-zoned lot.

2. Required screening of parking lots from R districts must be provided in the form of either of the following options:

   a. The installation of an opaque fence at least 6 feet in height and at least one tree per 30 linear feet of fence; or

   b. The installation of a masonry wall with a minimum height of 6 feet.

3. When located in a required street setback, R district screening fences and walls may not exceed 4 feet in height.

(c) Vehicle Overhangs

A portion of a motor vehicle parking space may be landscaped instead of paved to meet parking lot screening requirements. The landscaped area may be up to 2.5 feet of the front of the space, as measured from a line parallel to the direction of the bumper of the vehicle using the space. Ground cover plants or mulch must be provided in the allowed vehicle overhang area.

(4) Materials, Installation and Maintenance

See 14-106 and 14-107.

14-104 Parking Lot Interior Landscaping

(1) Purpose

The parking lot interior landscaping regulations of this section are intended to help mitigate the visual and stormwater runoff impacts of parking lots and provide shade for parked vehicles and pedestrians.

(2) Applicability

Unless otherwise expressly stated, the parking lot interior landscaping regulations of this section apply to all the following:

(a) The construction or installation of any new parking lot containing 20 or more parking spaces;

(b) The expansion of any existing parking lot that increases the number of parking spaces or amount of paved area by more than 33%; and

(c) The reconstruction of a parking lot with a contiguous paved area of 3,500 square feet or more, where "reconstruction" is defined as removal and replacement of pavement material.

(3) Exception

Parking areas used solely for the display of motor vehicles for sale, lease or rental are exempt from the parking lot interior landscaping requirements of this section.

(4) Requirements

(a) Trees

Required parking lot interior landscape areas must include at least one large tree per 20 parking spaces. Small trees may be substituted for large trees if the zoning administrator determines that the presence of overhead lines or other obstructions or site visibility considerations make the installation of large trees unsafe or impractical.

(b) Location and Design

1. Required trees must be reasonably distributed throughout the parking lot and provided in landscape islands or medians that comply with all the following requirements:

   a. They must be bordered by a paved surface on at least 2 sides;

   b. They must be at least 7 feet wide, as measured from the back of the curb; and

   c. They must be protected by curbs or other barriers, which may include breaks or inlets to allow stormwater runoff to enter the landscape area.

   d. They must separate parking spaces so that there are no more than 20 parking spaces in an individual row between islands or medians.

2. Parking rows that end abutting a paved driving surface must have a landscape terminal island (end cap) with at least one tree at each end of the parking row. All other parking lot landscape islands must be located to comply with all applicable regulations of this section.

3. The zoning administrator is expressly authorized to approve landscape plans that do not provide terminal islands at the end of each parking row or that otherwise provide for reduced dispersal of interior parking lot landscape areas when proposed landscape planting areas are combined to form functional bioretention areas or to preserve existing trees and vegetation.

(5) Vehicle Overhangs

A portion of a motor vehicle parking space may be landscaped instead of paved to meet interior parking lot interior landscaping requirements. The landscaped area may be up to 2 feet of the front of the space, as measured from a line parallel to the direction of the bumper of the vehicle using the space. Ground cover plants or mulch must be provided in the allowed overhang area.

(6) Relationship to Screening Regulations

Landscape areas and plant material provided to satisfy the parking lot screening regulations of 14-103 may not be counted toward satisfying the parking lot interior landscaping regulations of this section (14-104).

(7) Materials, Installation and Maintenance

See 14-106 and 14-107.

14-105 Foundation Landscaping

(1) Purpose

The foundation landscaping regulations of this section are intended to provide landscape next to buildings.

(2) Applicability

The foundation landscaping regulations of this section apply to all the following when located outside of the R1, R2, and MX1 zoning district:

(a) Construction of any principal building;

(b) Construction of parking garage, whether it is a principal or accessory building; and

(c) Any addition to or enlargement of an existing principal building when the addition or enlargement exceeds 20% of the building's existing floor area.

(3) Requirements

(a) Foundation planting areas must be provided abutting each principal building along at least 60% of length of any street-facing building walls.

(b) Foundation planting areas must have a minimum width of 5 feet, as measured from the exterior wall of the building.

(c) Required foundation planting areas must contain any combination of ornamental trees, evergreen trees, shrubs, flowering plants, ground cover plants, and other native or ornamental grasses and plants.

(d) All areas abutting a building that are not paved and not otherwise landscaped as required by this section must be covered by mulch, grass or ground cover plants.

(e) Foundation planting areas must:

1. Screen mechanical equipment, air conditioning units and other equipment from view of street;
2. Provide visual relief along large expanses of building walls and accent building entrances and architectural features; and
3. Enhance walkways, entrances, outdoor seating areas, and other pedestrian areas.

14-106 Landscape and Screening Material

(1) General

(a) Applicability. The regulations of this section apply to all trees, plant materials, and other features used to satisfy the landscaping and screening requirements of this zoning ordinance.

(b) City Forester Approval. The size, species, location and installation of all proposed trees are subject to approval by the city forester.

(c) Prohibited Tree and Plant Lists. The city forester is authorized to prepare a list of prohibited tree and plant species for use in

administering and enforcing the regulations of this article.

(d) Selection. Trees and plants used to satisfy the requirements of this zoning ordinance must:

1. Meet or exceed the plant quality standards established in the latest edition of the American Standard for Nursery Stock (ANSI Z60.1);
2. Be native or naturalized to Wisconsin and adapted for growing conditions in the De Pere area, as determined by the city forester; and
3. Not be artificial plants or plants listed as prohibited species on the recommended and prohibited tree and plant species list.

(e) Planting Areas

1. All planting areas must have amended soil to help ensure the health of newly installed plant material.
2. All planting areas must be contained by edging material other than vegetation.

(2) Trees

(a) Size of New Trees. New or transplanted trees provided to satisfy the requirements of this zoning ordinance must comply with the following minimum size requirements:

1. Large trees must be deciduous, with a minimum caliper size of 2 inches and a minimum height of 10 feet at the time of installation.
2. Medium trees must have a minimum caliper size of 2 inches and a minimum height of 8 feet at the time of installation.
3. Small trees must have a minimum caliper size of 1.5 inches and a minimum height of 6 feet at the time of installation.
4. Evergreen trees must have a minimum height of 6 feet at the time of installation.

(b) Species. If more than 10 trees are required, no more than 40% may be of a single species. If more than 25 trees are required, no more than 25% may be of a single species. This requirement applies to trees being planted, not to existing trees.

(3) Credits for Existing Trees

(a) Preserved trees will be credited toward satisfying the tree planting requirements of this zoning ordinance in accordance with the following:

1. Preserved trees up to 6 inches in diameter at breast height (DBH) will be credited as 3 trees.
2. Preserved trees larger than 6 inches DBH, up to 12 inches DBH will be credited as 4 trees;
3. Preserved trees that are more than 12 inches DBH up to 24 inches DBH will be credited as 5 trees; and
4. Preserved trees that are more than 24 inches DBH will be credited at a ratio of 10 trees.

(b) To receive tree preservation credit, the following additional conditions must be met:

1. Preserved trees for which credit is given must be in good health and condition and may not be prohibited species;
2. The original grade of the dripline area of a preserved tree may not be changed; and
3. Tree protection fencing must be installed around the outer limits of the dripline area and remain in place from commencement of construction activity until all exterior work is complete. Tree protection fencing must consist of orange vinyl construction fencing, chain link fencing, snow fencing or other similar fencing at least 42 inches in height and supported at no more than 10-foot intervals by posts or stakes to keep the fence upright and in place. A visible warning/no-disturb sign must be affixed to fence at 100-foot intervals.
4. Credit only applies to the specific parcel that the tree is on.
5. Credit does not apply to street trees.

(c) The zoning administrator is expressly authorized to reduce off-street parking

requirements to allow for the preservation of existing trees.

(4) Shrubs

(a) New Shrubs

1. Shrubs must have a minimum container size of 5 gallons.
2. Shrubs may also be balled and burlapped.

(b) Existing (Preserved) Shrubs. Existing shrubs may be used to satisfy the landscaping and screening requirements of this zoning ordinance if protected and maintained during site development and construction phases of work.

(5) Ground Cover

(a) All required landscape areas that are not planted with trees or shrubs must be covered with ground cover plants, which may include turf. Mulch must be confined to areas underneath trees and shrubs and is not an allowed substitute for ground cover.

(b) Ground cover plants other than turf must be minimum 4-inch pot or plug size. Areas planted in ground cover other than turf must be planted at distances appropriate for the species and at a density that will achieve complete coverage after the second full growing season.

(6) Mulch

All required trees and shrubs must be located within a mulched area and be separated from turf by a minimum distance of 2 feet (4-foot diameter mulched area). Mulch must be applied to provide a 2-inch (minimum) to 4-inch (maximum) soil cover, with no weed barrier material visible.

(7) Fences and Walls

Unless otherwise expressly stated, fences and walls provided to meet the regulations of this article are subject to the regulations of this section.

(a) Fences must be durable and constructed with materials that are customarily used for fences, including wood, decorative rigid vinyl (polyvinyl chloride), metal or wrought iron. Fence posts must be structurally stable.

(b) The finished side of all fences other than tree protection fences must face the adjacent property or street.

(c) Walls, raised planting beds and planters must be constructed of brick, stone or other durable masonry material approved by the zoning administrator.

(d) Chain-link fencing may not be used to satisfy the regulations of this article.

(8) Transitional Yard Areas

Additional landscaping or fences are required to provide visual screening when O, C, BP, and I districts abut residential districts within the City of De Pere. Transitional yard area requirements include all of the following:

(a) A landscaped area that is a minimum of 50 feet wide that is parallel to the residential district (unpaved and without buildings).

(b) A minimum 6-foot tall berm that is parallel to the residential district.

(c) Trees planted every 35 feet the full length of the landscaped area, on top of the berm.

(d) Storm water management features may be placed within a transitional yard area.

14-107 Installation and Maintenance

(1) Installation

(a) Required landscaping must be installed in accordance with an approved landscape plan.

(b) All trees and plant material must be installed in accordance with sound nursery practices, in a manner designed to encourage vigorous growth.

(c) All newly installed trees must be staked.

(d) Trees and plant material suitable for planting must be balled and burlapped, bare root, or container grown. Planting areas should be at least twice the diameter of the root system or the container.

(e) All landscaped areas that are adjacent to pavement must be protected with curbs or

equivalent barriers. Flush curbs, curb cuts, or other methods must be used to direct stormwater to landscape areas that abut paved areas.

(f) Landscaping may not obstruct traffic visibility at street intersections or driveways and must comply with all applicable intersection sight distance regulations.

(g) When landscaping is placed or installed within the public right-of-way, the city has no obligation to replace or repair such landscaping if removed or damaged by city field operations or other governmental functions. The city also has no obligation to maintain above ground or below ground improvements or landscaping within the public right-of-way.

(2) Protection

All landscape areas provided to meet the requirements of this zoning ordinance must be protected from potential damage by adjacent uses and development, including parking and storage areas.

(3) Timing of Installation

All required landscaping and appurtenances must be installed within 120 days after issuance of a certificate of occupancy or temporary certificate of occupancy.

(4) Maintenance

(a) Required landscaping and screening must be continuously maintained, including necessary watering; weeding; pruning; pest control; litter and debris clean-up; and replacement of dead, diseased or damaged plant material.

(b) Failure to comply with an approved landscaping plan, including failure to maintain required landscaping and screening and failure to replace dead, diseased or damaged landscaping, constitutes a violation of this zoning ordinance.

(c) The property owner is responsible for maintenance of trees and landscaping in accordance with the approved landscape plan and the regulations of this zoning ordinance. Any dead, diseased or damaged trees, landscaping or screening materials must be removed and replaced by the property owner within 90 days of date that written notice of the obligation to remove and replace required landscaping is issued by the city. Property owners have no obligation to replace or restore required landscaping that is damaged or destroyed as a direct result of government action or lawful action of a franchise utility provider.

14-108 Landscape Plans

(1) Required Information

All site plans and building permit applications for sites requiring landscaping must include a landscape plan and a WDNR planting detail that complies with the landscape plan submittal requirements specified by zoning administrator. Such submittal requirements must be in writing and made available to the public.

(2) Administrative Review

After receipt of a complete landscape plan, the zoning administrator must:

(a) Approve the landscape plan as complying with the requirements of this article;

(b) Approve the landscape plan with conditions of approval that will bring it into compliance with the requirements of this article; or

(c) Reject the landscape plan as failing to comply with the requirements of this article.

14-109 Alternative Compliance

(a) To accommodate creativity in landscape and screening design and to allow for flexibility in addressing site-specific development/ redevelopment challenges, the zoning administrator is authorized to approve alternative compliance landscape plans sealed by a landscape architect licensed to practice in the State of Wisconsin. In order to approve an alternative compliance landscape plan, the zoning administrator must determine that one or more of the following conditions or opportunities are present:

1. The subject site has space limitations, an unusual shape or other factors that

make strict compliance with applicable landscaping and screening regulations impossible or impractical;

2. Physical conditions on or adjacent to the site such as topography, soils, vegetation or existing structures or utilities are such that strict compliance is impossible, impractical or of no value in terms of advancing the general purposes of this article;
3. Safety considerations such as intersection visibility, utility locations, etc., make alternative compliance necessary; or
4. Creative, alternative landscape plans will provide an equal or better means of meeting the intent of the landscaping and screening regulations of this article.

(b) The zoning administrator is expressly authorized to approve alternative compliance landscape plans for projects implementing low-impact development practices or seeking sustainable development or green building certification from nationally recognized organizations, such as the International Code Council, the U.S. Green Building Council, the International Living Future Institute, the U.S. Green Building Initiative or SITES.

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PROPERTY DESCRIPTION FOR ZONING MAP AMENDMENT PURPOSES

Parcels WD-688, WD-954, WD-171, WD-40, WD-691, WD-952, WD-936, WD-692, WD-727, WD-728, WD-697-1, WD-689, WD-721, WD-942, WD-950, WD-22, WD-38, WD-696, WD-697, WD-34, WD-945-1, WD-953, WD-686, WD-687, WD-941, WD-27, WD-685, WD-695, WD-23, WD-905, WD-7, WD-949-1, WD-694, WD-36, WD-690, WD-951, WD-945, WD-698, WD-8, WD-13, WD-949, WD-693, WD-934, and WD-732, 100 BLK-600 BLK Third ST, approximately 0.0 feet southeast from the Third ST and Main AV intersection, and approximately 0.0 feet northeast from the Third ST and Stewart ST, and west from the Fox River.

City of De Pere, Wisconsin

Request For Plan Commission Action

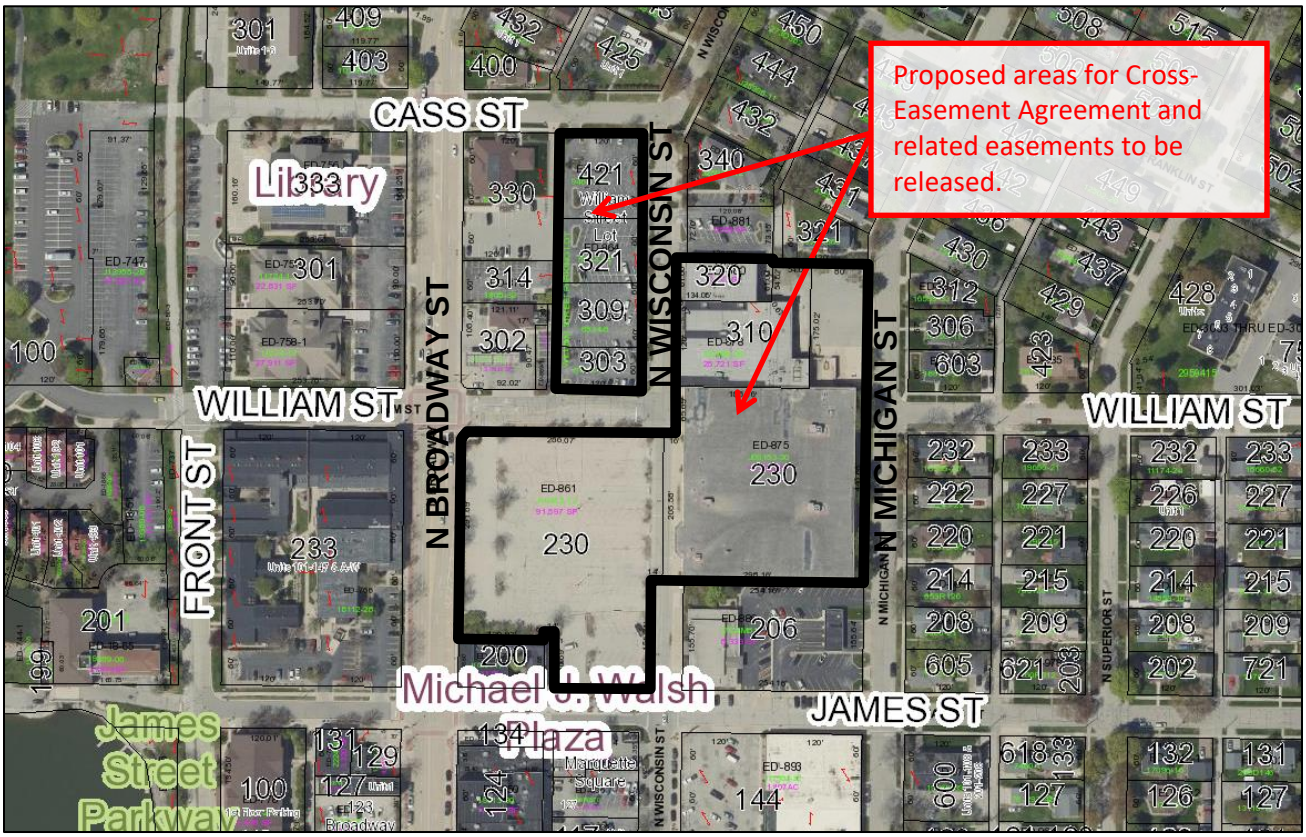
MEETING DATE:	**February 26, 2024**
DEPARTMENT:	**Planning**
FROM:	**Peter Schleinz**
SUBJECT:	**Consideration and possible action to release cross access easements (including pedestrian, vehicular, common component, utility, access, construction, parking, loading dock, lighting facilities, and landscape maintenance access easements) at 230 N Broadway ST, 421 Cass ST, 321 N Wisconsin ST, 309 N Wisconsin ST, 303 N Wisconsin ST, 230 N Wisconsin ST, 310 N Wisconsin ST, 320 N Wisconsin ST, and 206 N Wisconsin ST (Parcels ED-861, ED-862, ED-864, ED-865-1, ED-867, ED-875, ED-878, ED-880, ED-886).***

ATTACHMENTS:

- PC Report - Release of Easements (DOCX)
- GANTT for Easement Release - 22 Feb 2024 - RPT (PDF)
- Shopko Cross Easement Agreement - Doc 1053439 - 08 Jul 1985 (PDF)
- Shopko Cross Easement Agreement Amendment No. 1 - Doc 1176186 - 01 Feb 1989 (PDF)
- Shopko Cross Easement Agreement Amendment No. 2 Doc 2781062 - 03 Mar 2017 (PDF)

ITEM 5: **Consideration and possible action to release cross access easements (including pedestrian, vehicular, common component, utility, access, construction, parking, loading dock, lighting facilities, and landscape maintenance access easements) at 230 N Broadway ST, 421 Cass ST, 321 N Wisconsin ST, 309 N Wisconsin ST, 303 N Wisconsin ST, 230 N Wisconsin ST, 310 N Wisconsin ST, 320 N Wisconsin ST, and 206 N Wisconsin ST (Parcels ED-861, ED-862, ED-864, ED-865-1, ED-867, ED-875, ED-878, ED-880, ED-886).***

SITE MAP



REQUESTED ACTION: Release of Easement Agreement.

COMMON DESCRIPTION: 230 N Broadway ST, 230 N Wisconsin ST, 310 N Wisconsin ST, and 206 N Wisconsin ST located north from the N Wisconsin ST and James ST intersection.

ZONING: MX1 (Downtown Mixed-Use District) and MX2 (Neighborhood Mixed-Use District).

SURROUNDING LAND USES: Commercial (MX1, GX1) and Residential (R2-45) to the north.
Commercial (MX1, GX1) to the south.
Residential (R2-45) to the east.
Multi-Family Residential (GX1) to the west.

COMPREHENSIVE PLAN: Commercial

APPLICANT/OWNER:

Authorized Representative
City of De Pere
335 S Broadway ST
De Pere, WI 54115

Property Owner
Parcels ED-861, ED-875
De Pere 230 Development Partners LLC
1400 Fox River DR
De Pere, WI 54115

Parcels ED-862, ED-864, ED-865-1, ED-867
City of De Pere
335 S Broadway ST
De Pere, WI 54115-2593

Parcel ED-878
126 South Broadway LLC
1233 Pleasant Valley DR
Oneida, WI 54155

Parcel ED-880
LKW Holdings LLC
2057 Lost Dauphin
De Pere, WI 54115

Parcel ED-886
Associated De Pere Bank
433 Main ST
Green Bay, WI 54301-5114

LAND USE HISTORY:

The site was developed for commercial use in the 1980's. For convenience, the following is a summary of a related Cross-Easement Agreement for the site between 1985 and today:

Recorded July 9, 1985 – Cross Easement Agreement -- Document 1053439
A cross easement agreement was established between Shopko Stores INC and the Redevelopment Authority of the City of De Pere (RDA). The agreement allowed for the creation of the following:

- Pedestrian easements in areas that were improved for pedestrians.
- Vehicular easements in areas that were improved for vehicles.
- Common component easements for walls, footings, roofs, etc.
    - This includes footing easements on the north and south sides of the recently demolished former Shopko building.
- Utility Easements for pipes, wires, sewers, etc.
    - This includes three utility easements (30', 24', & 8') on the west side of the former Shopko building~~,~~ and one 14' sanity & storm easement in the middle of the parking lot to the west of the former Shopko building.
- Construction easement on the north and southwest side of the former Shopko building.
    - This also references a private easement agreement (Doc. 1053440) between Shopko Stores and State Bank of De Pere (now known as Associated De Pere Bank). The private easement is for footings and construction. Unfortunately, this report for City action does not

initiate the release of the private easement; the release of private easements must be completed separately by the involved parties.

- Fire and emergency access easement on the south side of the former Shopko building.
- Parking easements in and to the parking lot.
- Loading Dock Easement, a common dock for multiple owners.
- Lighting facilities easement for lighting adjacent to the perimeter.
- Landscape Maintenance access.
    - This includes west of the former Shopko building and along Broadway ST and the west side of The Union Hotel.
- Self-Help Easements to perform provisions of the above, and unimpeded access without barricades/dividers.

Recorded February 20, 1989 – Amendment No. 1 – Document 1176186

An amendment to the cross-easement agreement adds "Paul D Algrem" (an individual) as the owner of 320 N Wisconsin ST and establishes a new site plan to represent area with the new owner.

Recorded March 30, 2017 – Amendment No. 2 – Document 1176186

A second amendment to the cross-easement agreement acknowledges the following changes:

- Acknowledgement of RDA owned lands being transferred to the City of De Pere in 2014.
- The removal of Parcel ED-881 from the cross-easement agreement.
- Adding SRK Realty Group LLC as the owner of 310 N Wisconsin ST.
- Parking Ratio Reductions can be considered with all parties' consent, but specific numbers were not specified in 2017.

NOTE: Due to a 2017 misinterpretation a site boundary line being illustrated on the map references the removal of several parcels on the east side of Michigan ST that were never part of the cross-easement agreement. After extensive research, the draft line illustrated on the map in Amendment No. 1 was simply the "TID 4 boundary", The original agreement defined the site plan to include the "Developer's Site" and the "Shopko Site" collectively referred to as the "Site" or "Entire Parcel" The current boundary is properly shown on the Site Map in this report.

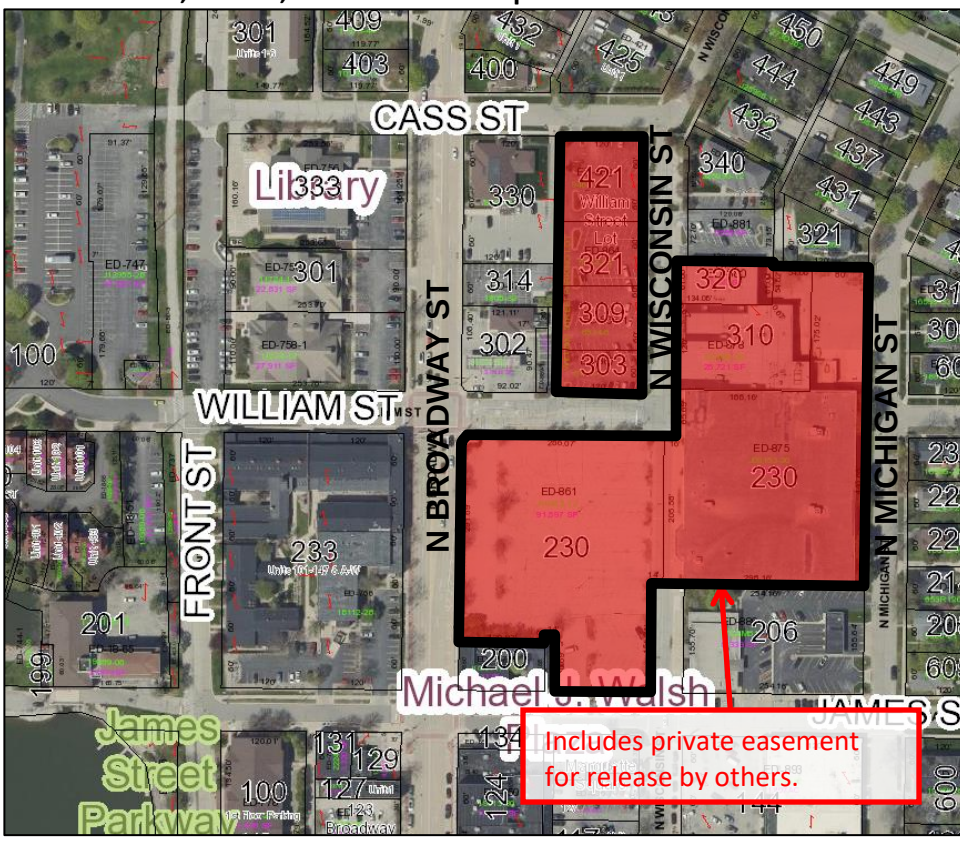
Today

Per Article XI of the 1985 cross-easement agreement, the agreement, or any easement, covenant, restriction, or undertaking may be terminated or amended by recording the appropriate document in the Office of the Register of Deeds of Brown County, Wisconsin. ***This report reflects the actions needed to terminate the agreement, easements, covenants, and restrictions.***

STAFF REVIEW:

When reviewing a release of easement request, staff considers the future need for utilities in the area as well as the location of alternative easements, the recommendation of the Comprehensive Plan, and proposed future development. The easements and easement areas are summarized in the Land Use History section of this report. The specific easement areas and easement locations to be released are summarized in the below graphics:

1. Pedestrian, vehicle, and common component easement areas.



2.01.1. Pedestrian Easements. Nonexclusive easements for the purpose of pedestrian traffic between each Site and (i) each other Site which is contiguous thereto; (ii) the public streets and alleys now or hereafter abutting or located on any portion of the Entire Parcel; (iii) the parking areas now and hereafter located on the Entire Parcel and (iv) over, upon, across and through the Common Areas; limited, however, to those portions of each Site which are improved by the Owner thereof from time to time for pedestrian walkways and made available by such Owner for general use, as such portions may be reduced, increased or relocated from time to time by each such Owner in conformity with the Site Plan.

Impact: Pedestrians will no longer be able to traverse the private property. The City will acquire ROW from DE PERE 230 DEVELOPMENT PARTNERS LLC to ensure the sidewalks remain available to the public.

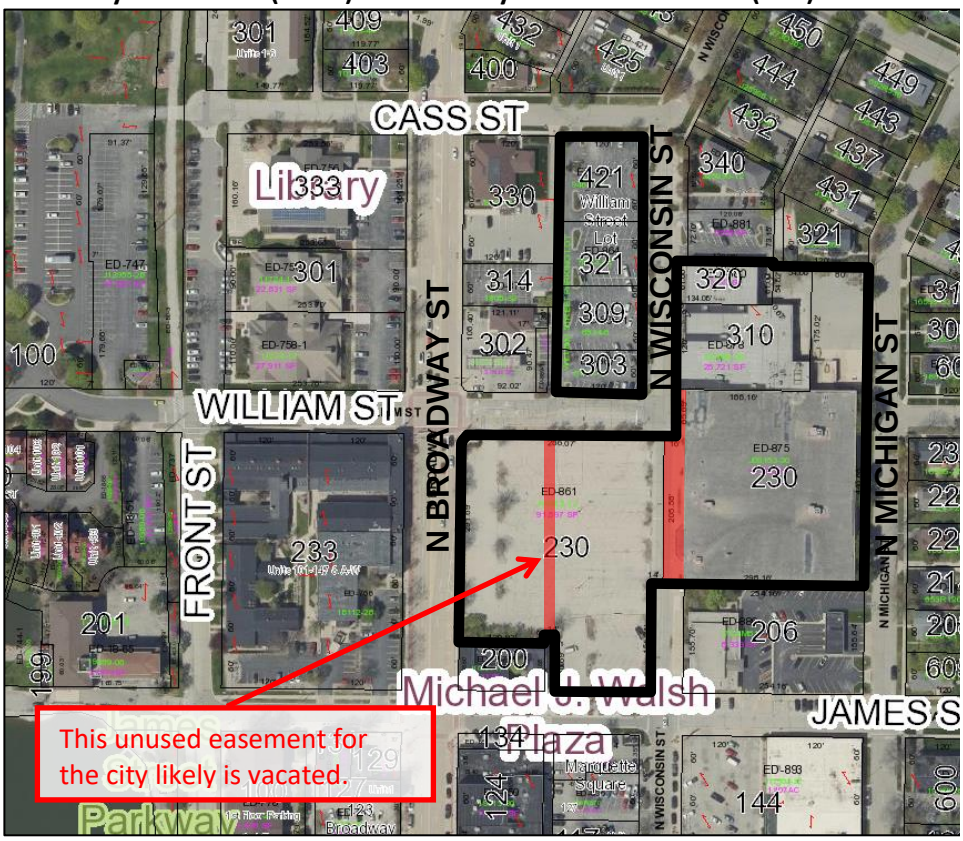
2.01.2. Vehicular Easements. Nonexclusive easements for the purpose of vehicular traffic over, upon, across and between each Site and the public streets and alleys now and hereafter abutting or located on any portion of the Entire Parcel; limited, however, to those portion of the Entire Parcel which are improved by the Owner thereof from time to time for-vehicular accessways as such portions may be relocated

from time to time by such Owner in accordance with the Site Plan.
Impact: Unimpeded vehicular access will no longer be allowed over the former Shopko parking lot. The City will acquire ROW from DE PERE 230 DEVELOPMENT PARTNERS LLC to ensure the roadways remain available to the public.

2.01.3. Common Component Easements. Nonexclusive easements for the purpose of furnishing connection, support and attachment to walls, footings, foundations, slabs, roofs and other structural systems of any improvement now and hereafter constructed on each Site, the encroachment of common components of improvements and the maintenance, repair and replacement of the same; limited, however, to those portions of each Development Tract on which an improvement is contiguous to an improvement constructed on another Site. The Developer specifically grants to Shopko easements for installation, repair, replacement and removal of footings in the three (3) easement areas described on Exhibit "3". Any Owner of a Site (the "Benefited Site") which desires to claim the benefit of the foregoing easement for common components and encroachments will be entitled to exercise such right on the following conditions:

Impact: None. The footings to the benefiting site have been removed.

2. Utility easements (three) and sanitary & storm easement (one).



2.01.4. Utility Easements. Nonexclusive easements for the installation, use, operation, maintenance, repair, replacement and removal of: water lines and systems; telephone lines and systems; gas lines and systems; sanitary sewer lines and systems; electrical lines and systems; storm sewers, drainage lines and systems; and other utility lines or systems hereafter developed to serve one or more of the Sites; provided, however, that all pipes, wires, lines, conduits, mains, sewers, systems and related equipment (hereafter called "Utility Facilities") will be installed underground or otherwise

enclosed and will be installed, operated and maintained in a manner which will not unreasonably interfere with the use of the Entire Parcel or improvements on which such Utility Facilities are located. The Owner of any Burdened Site affected by any of such utility easements will have the right, at any time, and from time to time, to relocate any Utility Facilities then located on the Burdened Site on the conditions that: (i) such right of relocation will be exercisable only after thirty (30) days' prior written notice of the intention to relocate has been given to all Owners using the Utility Facilities to be relocated; (ii) such relocation will not unreasonably interrupt any utility service to the improvements then located on the Benefited Site(s); (iii) such relocation will not reduce or unreasonably impair the usefulness or function of the Utility Facilities to be relocated; and (iv) all costs of such relocation will be borne by the Owner relocating the Utility Facilities.

Impact: The City will require the creation of an easement behind 310 and 320 Wisconsin Street for an existing storm sewer. The City will also require the creation of a new easement for stormwater infrastructure in the former Shopko Parking lot. Other impacted utilities may also require the creation of easement necessary to maintain infrastructure. New easements shall be prepared before releasing the existing documents.

3. Construction easements (three).

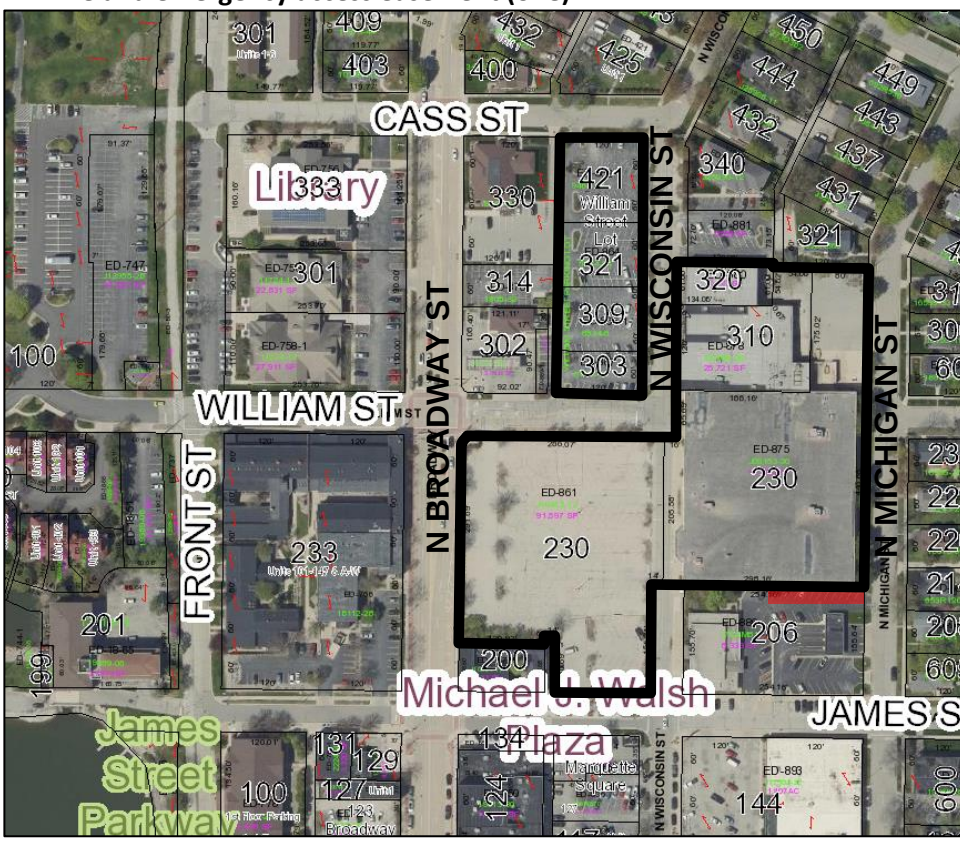


2.01.6. Construction Easements. Nonexclusive easements for the purpose of constructing the improvements on the Entire Parcel, including reconstruction, installation, replacement, modification, care and maintenance, provided such use of a Burdened Site is reasonably necessary, will be diligently prosecuted in accordance with sound construction practices and will not unreasonably interfere with the use of the Burdened Site or the improvements thereon. A description of the construction easement areas for the initial construction of the Shopko Building is attached hereto

as Exhibit "4".

Impact: None, the easement is no longer necessary are the construction of the building in the 1980's.

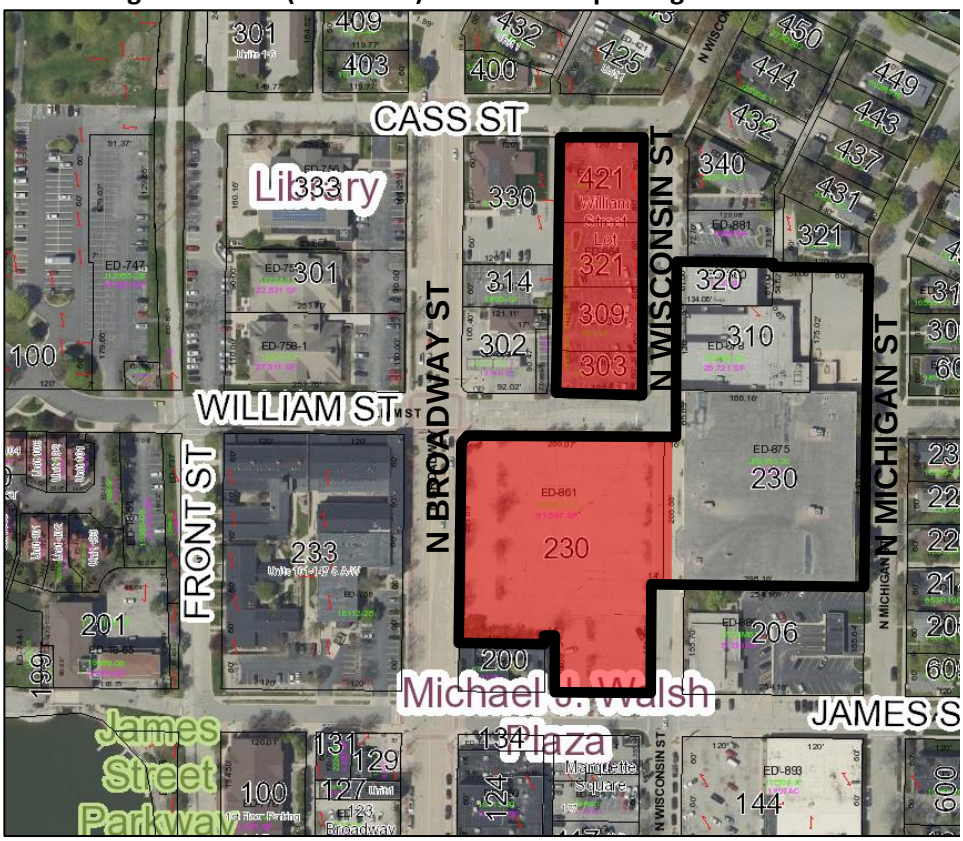
4. Fire and emergency access easement (one).



2.01.11. Fire and Emergency Access. A nonexclusive easement for fire protection and emergency access for pedestrian and vehicular access, ingress and egress over, across, on and through the real estate described on Exhibit 5 for the benefit of the Shopko Site in common with such other parcels to which Developer might grant similar nonexclusive easements consistent with providing the Shopko Site with such fire and emergency access as is required by law.

Impact: None, the easement is no longer necessary due to the removal of the building.

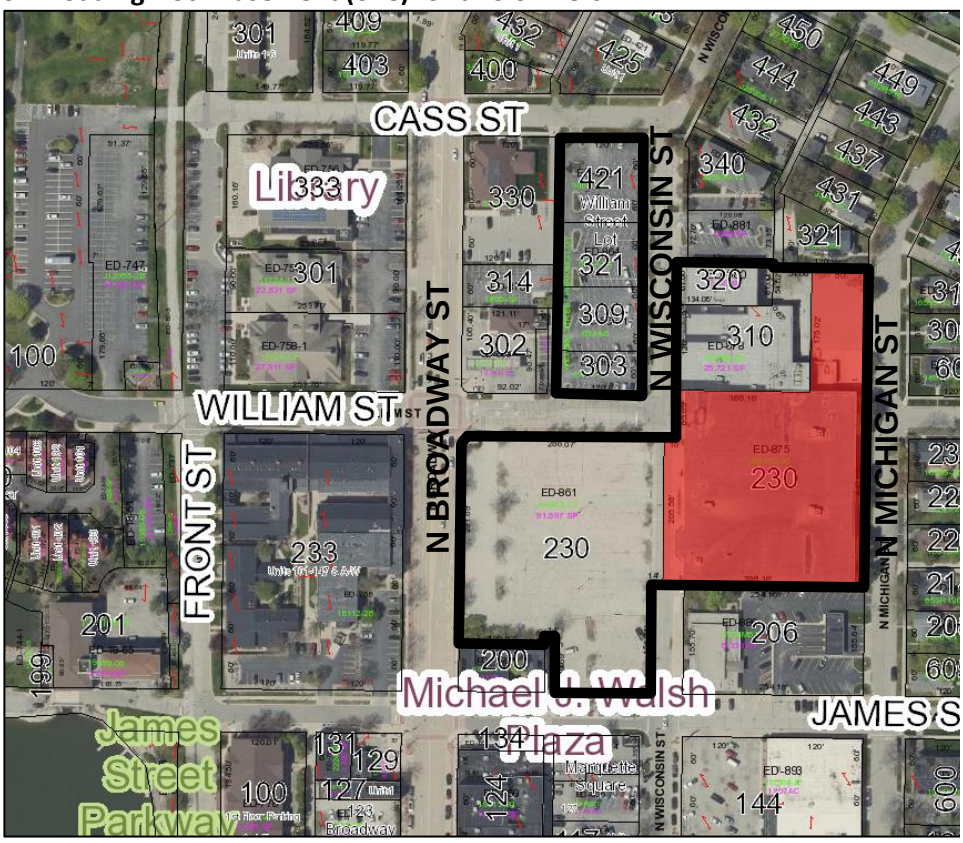
5. Parking Easements (two areas) in and to the parking lots.



2.01.7. Parking Easements. Nonexclusive easements in and to the parking lot for access to and to use for vehicular parking purposes. Such parking easements shall consist of at least 5..5 parking spaces for each 1,000 square feet of net rentable building floor area in the Entire Parcel. Net building floor area is gross building area less (i) penthouse and mezzanine areas used for mechanical, electrical, telephone and other operating equipment, (ii) patio or outside sales areas, (iii) loading docks, or (iv) upper levels of multi-deck stock areas. The easements for parking spaces and access shall be provided in accordance with the Site Plan.

Impact: Reverts parking to standard parking situations common to downtown. Parking in the former Shopko lot would be subject to any private agreements.

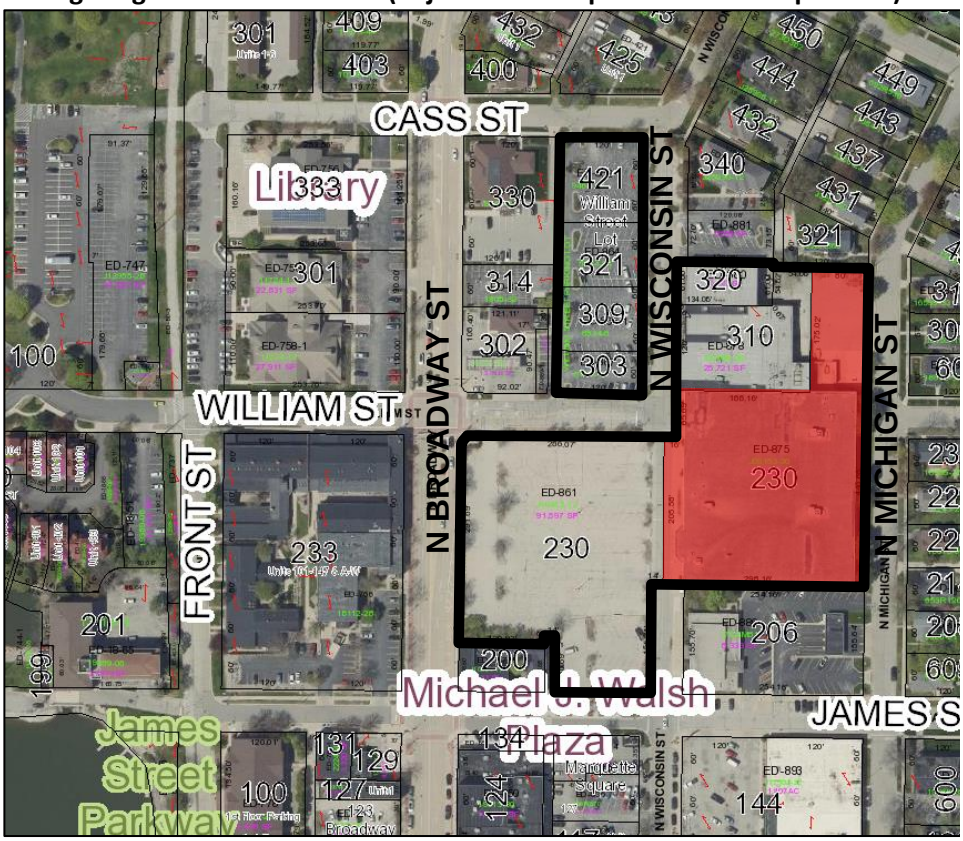
6. Loading Dock Easement (one) for two owners.



2.01.8. Loading Dock Easement. Nonexclusive easements for access to and use of the common loading dock traffic area as between the owners of the two (2) buildings shown on the Site Plan for its intended purposes. The loading dock traffic area shall not be unreasonably obstructed by any user thereof in a manner which results in the inability of the other user entitled to this easement being to reasonably utilize the same.

Impact: Removal requires owners of 310 and 320 N Wisconsin Street to prepare and record their own easement to preserve loading dock access. DE PERE 230 DEVELOPMENT PARTNERS LLC intends to sell/grant/deed/ area north of the future William Street extension to the owners of 310 N Wisconsin Street.

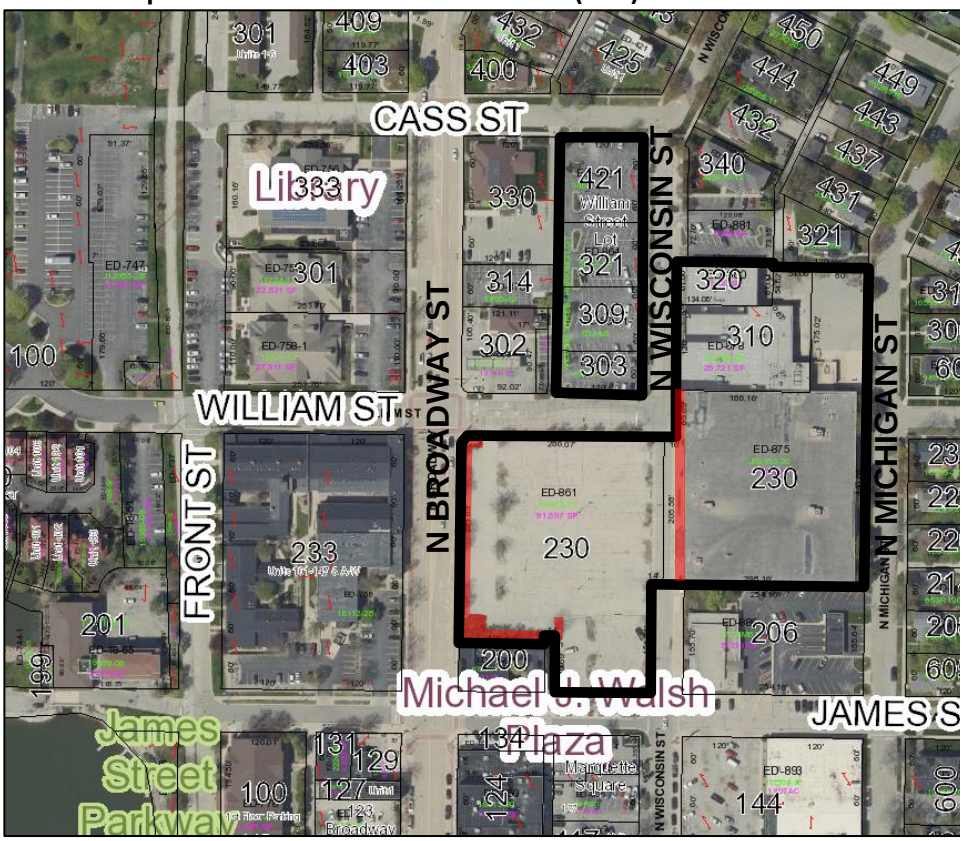
7. Lighting facilities easement (adjacent to the perimeter of Shopko Site).



2.01.9. Lighting Facilities Easement. Nonexclusive easements for access to and use by the Owners and Occupants of the Shopko Site to the public light poles located adjacent to the perimeters of the Shopko Site for installation, repair, replacement, maintenance and removal of electrical wires, conduit, lighting fixtures and related apparatus to share the use of such poles for lighting the Common Area on the Shopko Site.

Impact: Removal would place sole maintenance responsibilities on the owners of the "Shopko Parcel" or if in the ROW the responsibility of the City.

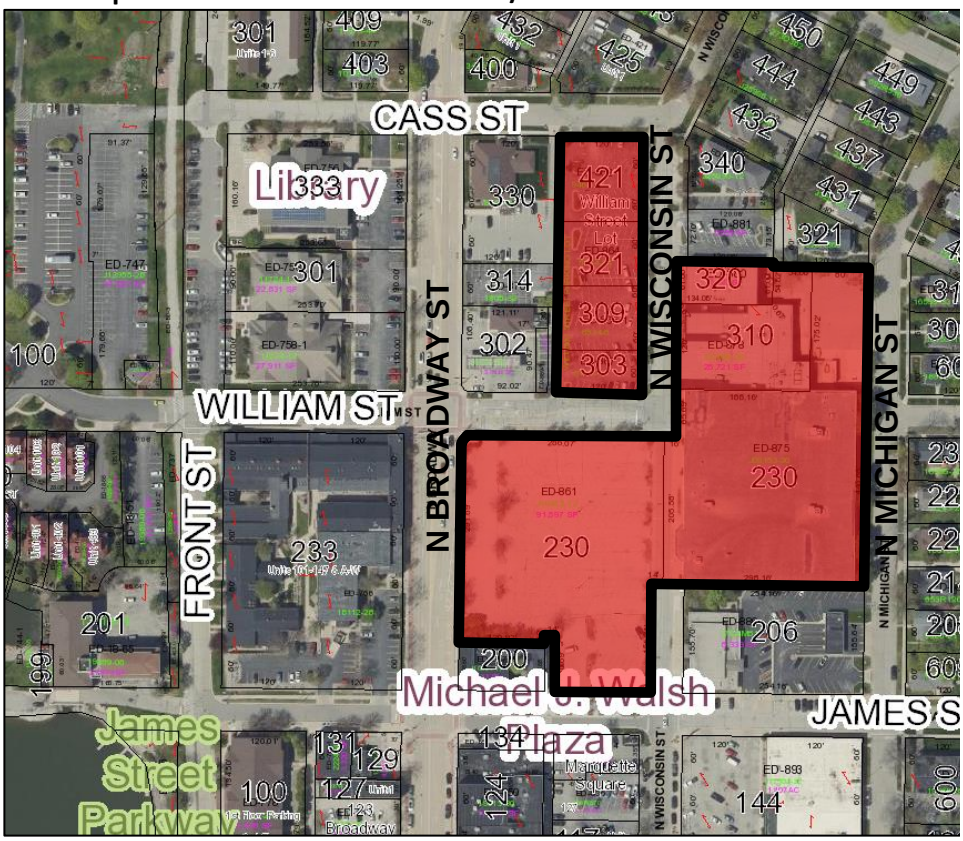
8. Landscape Maintenance access easements (two).



2.01.10. Landscape Maintenance. Nonexclusive easements for access to and use by the Developer of the Common Area on the Shopko Site located on the West line of the Shopko Site for the installation, repair, replacement, maintenance, planting, watering, fertilizing and removal of landscaping along North Broadway Street.

Impact: Removal would place sole maintenance responsibilities on the owners of the "Shopko Parcel".

9. Self-Help Easement areas to perform provisions of the above, and unimpeded access without barricades/dividers.



2.01.12. Self-Help Easements. Nonexclusive rights of entry and easements over, across and under each Site for all purposes reasonably, necessary to enable any other Owner of a Site to perform any of the provisions of this Agreement which a defaulting Owner has failed to perform.

10. Other Easements

2.01.5. Access Easements. Nonexclusive easements in accordance with the Site Plan between each Site and the public streets and ways abutting or crossing any portion of the Entire Parcel for the purpose of providing ingress, egress and access to the easements hereby created and to the Common Areas.

2.02.Unimpeded Access. The Owners agree that no barricade or other divider will be constructed between the Development Tracts and the Owners will do nothing to prohibit or discourage the free and uninterrupted flow of vehicular or pedestrian traffic throughout the Site in the areas designated for such purpose by the Owner of each Site; provided that each Owner will have the right to temporarily erect barriers to avoid the possibility of dedicating such areas for public use or creating prescriptive rights therein. Nothing contained herein shall prohibit Shopko from maintaining an outdoor lawn and garden area in the Common Area as designated on the Site Plan.

NEXT STEPS: This project will not be immediately forwarded to the next Common Council meeting for consideration. There are several steps related to the development of the former Shopko site that must be underway first. Some of the steps are summarized below, and further described in a GANTT Chart included with this report.

A. City Release of easements with utilities, private parties, and agencies.
B. Private release of easements between Shopko and State Bank of De Pere.
C. Land division (plat or CSM) that creates new easements and right-of-way.
D. Zoning map amendment (if needed).
E. New Tax Increment District (TID) creation.
F. Site plan review and approval.

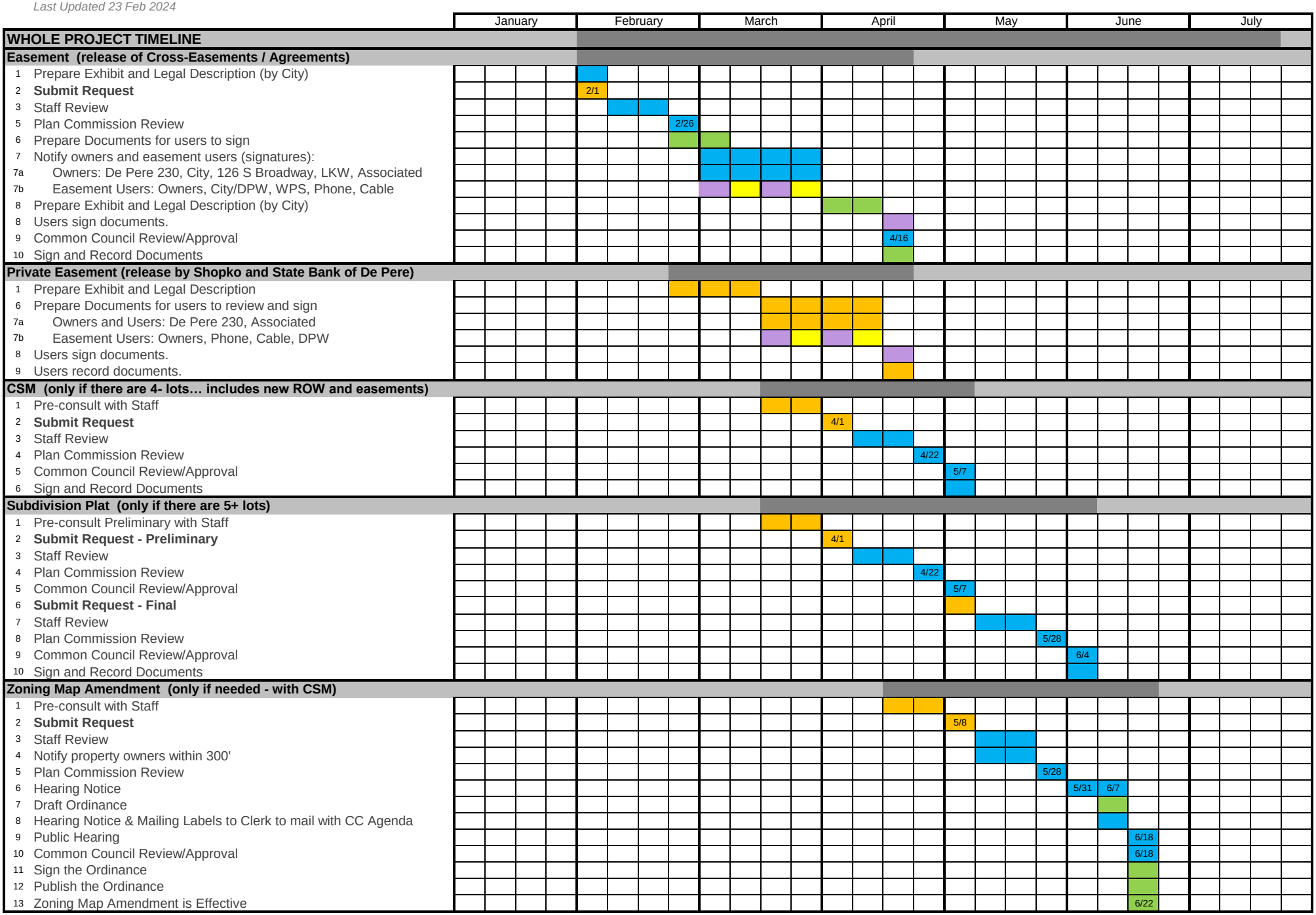
STAFF RECOMMENDATION: Staff recommends APPROVAL of the release of easement request subject to the following:

1. Approval by the City Attorney of any recommended changes prior to the approval by the Common Council.
2. Subject to release acceptance by any utilities, private parties, or agencies that have the authority to utilize the easement.
3. Creation of any new easements required by any utilities or agencies that the existing facilities within the current easement area.
4. Creation of a CSM that illustrated the future ROW areas to be acquired by the City of De Pere.

General Timeline for Various Projects

Based on Year 2024

Last Updated 23 Feb 2024



	Zoning Map Amendment (only if needed - with Subdivision Plat)																													
1	Pre-consult with Staff																													
2	**Submit Request**																				6/5									
3	Staff Review																													
4	Notify property owners within 300'																													
5	Plan Commission Review																							6/24						
6	Hearing Notice																								6/28	7/5				
7	Draft Ordinance																													
8	Hearing Notice & Mailing Labels to Clerk to mail with CC Agenda																													
9	Public Hearing																											7/16		
10	Common Council Review/Approval																											7/16		
11	Sign the Ordinance																													
12	Publish the Ordinance																													
13	Zoning Map Amendment is Effective																											7/20		
	Site Plan (schedules options depending on CSM, Plat, ZMA)																													
1	Pre-consult with Staff										CSM	3/19			Plat	4/16	ZMA1	5/7	ZMA2	5/21									
2	**Submit Request**											3/19				4/16		5/7		5/21									
3	Staff Review																													
4	Staff Response																													
5	Revisions - assuming there will be needed revisions																													
6	Staff Review																													
7	Staff Response - Approve / Deny																		5/8				6/5		6/24			7/22		
8	Apply for Inspection Permits																													
9	Timing with Various Options																		CSM				Plat		ZMA1			ZMA2		

Applicant Action
City Attorney Action
Public Works Action
Development Services Action
Consultant Action
Other Agency Review

Last Updated 23 Feb 2024

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1053439

CROSS-EASEMENT AGREEMENT

(De Pere Wisconsin)

THIS AGREEMENT made this 8th day of July, 1985, by and between SHOPKO STORES, INC., a Minnesota corporation, ("Shopko") and the REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE, WISCONSIN, ("Developer").

WHEREAS, Shopko is the owner of a certain parcel of real estate located in Brown County, Wisconsin, described on Exhibit "1" appended hereto (the "Shopko Site"); and

WHEREAS, the Developer is the owner of a certain parcel of real estate located in Brown County, Wisconsin, described on Exhibit "2" attached hereto (the "Developer's Site"): and

WHEREAS, the parties hereto desire to develop and utilize the Shopko Site and the Developer's Site (hereinafter sometimes referred to as "Site" and collectively referred to as the "Entire Parcel") as an integrated and unified shopping center; and

WHEREAS, the parties hereto desire to provide reciprocal easements for pedestrian and vehicular ingress, egress, parking, passage and traffic and for utilities in, over, upon, across and through the Entire Parcel, the Common Areas and such other areas as are hereinafter provided as though the Entire Parcel were developed and utilized as a single integrated shopping center.

NOW, THEREFORE, in consideration of One Dollar ($1.00) the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt, value and

06/07/85:5

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

 J 9153 I 32

sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

ARTICLE I

Definitions

1.01. Occupant. The term "Occupant" shall mean and include each of the parties hereto, their respective heirs, successors and assigns (including mortgagees) and any person who shall be from time to time entitled to the use and occupancy of space located within the Entire Parcel under any lease, sublease, license or concession agreement, or other instrument or arrangement under which such rights are acquired.

1.02. Common Areas. The term "Common Areas" shall mean and include all parts of the Entire Parcel which are such areas as are from time to time devoted primarily to parking, approaches, exits, entrances, sidewalks, exterior landscaping, incidental and interior roadways, service roads, loading areas and other similar areas.

1.03. Permittees. The term "Permittees" shall mean and refer to all Occupants and all customers, employees, licensees and other business invitees of Occupants.

ARTICLE II

Easements

2.01. Grant of Easements. The Developer and Shopko hereby grant each to the other and to each individual, partnership, joint venture, corporation, trust, unincorporated association, governmental agency or other business entity now or

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hereafter holding an ownership interest in fee in any part of the Entire Parcel (which persons are herein sometimes singularly called an "Owner" and collectively called the "Owners") the following easements for use by the Owners and their respective Permittees, without payment of any fee or charge, except as otherwise agreed in writing between the Owners:

2.01.1. Pedestrian Easements. Nonexclusive easements for the purpose of pedestrian traffic between each Site and (i) each other Site which is contiguous thereto; (ii) the public streets and alleys now or hereafter abutting or located on any portion of the Entire Parcel; (iii) the parking areas now and hereafter located on the Entire Parcel and (iv) over, upon, across and through the Common Areas; limited, however, to those portions of each Site which are improved by the Owner thereof from time to time for pedestrian walkways and made available by such Owner for general use, as such portions may be reduced, increased or relocated from time to time by each such Owner in conformity with the Site Plan.

2.01.2. Vehicular Easements. Nonexclusive easements for the purpose of vehicular traffic over, upon, across and between each Site and the public streets and alleys now and hereafter abutting or located on any portion of the Entire Parcel; limited, however, to those portions of the Entire Parcel which are improved by the Owner thereof from time to time for vehicular accessways as such portions may be relocated from time to time by such Owner in accordance with the Site Plan.

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

2.01.3. Common Component Easements. Nonexclusive easements for the purpose of furnishing connection, support and attachment to walls, footings, foundations, slabs, roofs and other structural systems of any improvement now and hereafter constructed on each Site, the encroachment of common components of improvements and the maintenance, repair and replacement of the same; limited, however, to those portions of each Development Tract on which an improvement is contiguous to an improvement constructed on another Site. The Developer specifically grants to Shopko easements for installation, repair, replacement and removal of footings in the three (3) easement areas described on Exhibit "3". Any Owner of a Site (the "Benefited Site") which desires to claim the benefit of the foregoing easement for common components and encroachments will be entitled to exercise such right on the following conditions:

(a) The Owner of the Benefited Site will submit plans and specifications showing the improvements proposed to be constructed on the Benefited Site to the Owner of the Site (the "Burdened Site") which will be burdened by the easements hereby created for approval of such plans and specifications by the Owner of the Burdened Site.

(b) Approval of such plans and specifications by the Owner of the Burdened Site will constitute a designation of the

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portion(s) of the Burdened Site to be used for the purposes therein described. Any approval requested shall not be unreasonably delayed, denied or withheld.

(c) The construction of the improvements on the Benefited Site will be diligently prosecuted by the Owner thereof with due care and in accordance with sound design, engineering and construction practices in a manner which is customary for such improvements and which will not unreasonably interfere with the use of the Burdened Site or the improvements thereon or impose an unreasonable load on such improvements.

(d) The Owner of the Benefited Site will indemnify and hold the Owner of the Burdened Site harmless from all loss, cost and expense arising from the construction use, maintenance, repair, replacement and removal of the improvements on the Benefited Site and the exercise of the rights of the Owner of the Benefited Site hereunder. When the exercise of the rights hereby granted to the Owner of the Benefited Site requires entry upon the Burdened Site or the

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

improvements thereon, the Owner of the Benefited Site will give due regard to the use of the Burdened Site and the improvements thereon in the exercise of such rights and will promptly repair, replace or restore any and all improvements on the Burdened Site which are damaged or destroyed in the exercise of such rights.

(e) Absent a definitive agreement to the contrary, subsequent to the completion of the improvements to the Benefited Site, the Owner of the Burdened Site and the Owner of the Benefited Site will share proportionately the cost of maintenance, repair and replacement of any common component constructed by either of them which provides vertical or lateral support to contiguous improvements, in accordance with that ratio which the load contributed by the improvements of each Owner bears to the total load on such common components; the cost of maintenance, insurance, property taxes, repair and replacement of any common wall, roof or structural joinder constructed by the owner of the Benefited Site (other than components providing support) will be paid solely by the Owner of

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the Benefited Site (except that each Owner shall bear the costs of routine maintenance, repair and decoration of its side of any common wall).

(f) The Owner of the Burdened Site agrees on the written request of the Owner of the Benefited Site, to execute and deliver an instrument in recordable form legally sufficient to evidence the grant of the easements herein described, the location thereof and such other conditions affecting the grant of such easements, as might have been approved by such Owners.

2.01.4. Utility Easements. Nonexclusive easements for the installation, use, operation, maintenance, repair, replacement and removal of: water lines and systems; telephone lines and systems; gas lines and systems; sanitary sewer lines and systems; electrical lines and systems; storm sewers, drainage lines and systems; and other utility lines or systems hereafter developed to serve one or more of the Sites; provided, however, that all pipes, wires, lines, conduits, mains, sewers, systems and related equipment (hereafter called "Utility Facilities") will be installed underground or otherwise enclosed and will be installed, operated and maintained in a manner which will not unreasonably interfere with the use of the Entire Parcel or improvements on which such Utility Facilities are located. The

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Owner of any Burdened Site affected by any of such utility easements will have the right, at any time, and from time to time, to relocate any Utility Facilities then located on the Burdened Site on the conditions that: (i) such right of relocation will be exercisable only after thirty (30) days' prior written notice of the intention to relocate has been given to all Owners using the Utility Facilities to be relocated; (ii) such relocation will not unreasonably interrupt any utility service to the improvements then located on the Benefited Site(s); (iii) such relocation will not reduce or unreasonably impair the usefulness or function of the Utility Facilities to be relocated; and (iv) all costs of such relocation will be borne by the Owner relocating the Utility Facilities.

2.01.5. Access Easements. Nonexclusive easements in accordance with the Site Plan between each Site and the public streets and ways abutting or crossing any portion of the Entire Parcel for the purpose of providing ingress, egress and access to the easements hereby created and to the Common Areas.

2.01.6. Construction Easements. Nonexclusive easements for the purpose of constructing the improvements on the Entire Parcel, including reconstruction, installation, replacement, modification, care and maintenance, provided such use of a Burdened Site is reasonably necessary, will be diligently prosecuted in accordance with sound construction practices and will not unreasonably interfere with the use of the Burdened Site or the improvements thereon. A description of the

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construction easement areas for the initial construction of the Shopko Building is attached hereto as Exhibit "4".

2.01.7. Parking Easements. Nonexclusive easements in and to the parking lot for access to and to use for vehicular parking purposes. Such parking easements shall consist of at least 5.5 parking spaces for each 1,000 square feet of net rentable building floor area in the Entire Parcel. Net building floor area is gross building area less (i) penthouse and mezzanine areas used for mechanical, electrical, telephone and other operating equipment, (ii) patio or outside sales areas, (iii) loading docks, or (iv) upper levels of multi-deck stock areas. The easements for parking spaces and access shall be provided in accordance with the Site Plan.

2.01.8. Loading Dock Easement. Nonexclusive easements for access to and use of the common loading dock traffic area as between the owners of the two (2) buildings shown on the Site Plan for its intended purposes. The loading dock traffic area shall not be unreasonably obstructed by any user thereof in a manner which results in the inability of the other user entitled to this easement being to reasonably utilize the same.

2.01.9. Lighting Facilities Easement. Nonexclusive easements for access to and use by the Owners and Occupants of the Shopko Site to the public light poles located adjacent to the perimeters of the Shopko Site for installation, repair, replacement, maintenance and removal of electrical wires,

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conduit, lighting fixtures and related apparatus to share the use of such poles for lighting the Common Area on the Shopko Site.

2.01.10. Landscape Maintenance. Nonexclusive easements for access to and use by the Developer of the Common Area on the Shopko Site located on the West line of the Shopko Site for the installation, repair, replacement, maintenance, planting, watering, fertilizing and removal of landscaping along North Broadway Street.

2.01.11. Fire and Emergency Access. A nonexclusive easement for fire protection and emergency access for pedestrian and vehicular access, ingress and egress over, across, on and through the real estate described on Exhibit 5 for the benefit of the Shopko Site in common with such other parcels to which Developer might grant similar nonexclusive easements consitent with providing the Shopko Site with such fire and emergency access as is required by law.

2.01.12. Self-Help Easements. Nonexclusive rights of entry and easements over, across and under each Site for all purposes reasonably necessary to enable any other Owner of a Site to perform any of the provisions of this Agreement which a defaulting Owner has failed to perform.

2.02. Unimpeded Access. The Owners agree that no barricade or other divider will be constructed between the Development Tracts and the Owners will do nothing to prohibit or discourage the free and uninterrupted flow of vehicular or pedestrian traffic throughout the Site in the areas designated

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for such purpose by the Owner of each Site; provided that each Owner will have the right to temporarily erect barriers to avoid the possibility of dedicating such areas for public use or creating prescriptive rights therein. Nothing contained herein shall prohibit Shopko from maintaining an outdoor lawn and garden area in the Common Area as designated on the Site Plan.

ARTICLE III

Nature of Easements and Rights Granted

3.01. Each and all of the easements and rights granted or created herein are appurtenances to the affected portions of the Entire Parcel and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such portions. For the purposes of such easements and rights, the parcels which are benefited shall constitute the dominant estate, and the particular areas of the Entire Parcel which respectively are burdened by such easements and rights shall constitute the servient estate.

3.02. Each and all of the easements, covenants, restrictions and provisions contained in this Agreement:

(a) Are made for the direct, mutual and reciprocal benefit of the Occupants and Permittees of the respective Sites;

(b) Create mutual equitable servitudes upon each parcel in favor of the other Sites;

(c) Constitute covenants running with the land; and

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(d) Shall bind every person or entity having any fee, leasehold or other interest in any portion of the Entire Parcel at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

3.03. The acceptance of any transfer or conveyance of title from any party hereto or its respective heirs, representatives, successors or assigns of all or any part of its interest in its Site shall be deemed to:

(a) Require the prospective grantee to agree not to use, occupy or allow any lessee or occupant of such Site to use or occupy the Site in any manner which would constitute a violation or breach of any of the easements and covenants contained herein; and

(b) Require the prospective grantee to assume and agree to perform each and all of the obligations of the conveying party under this Agreement with respect to any such Site which will be conveyed to each grantee, in each case by a written instrument executed,

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acknowledged and recorded in the Office of the Register of Deeds of Brown County.

Notice of each such conveyance and agreement shall be served by the conveying party upon each party or entity then owning fee title to any part of the Entire Parcel within ten (10) days after such conveyance. The notice shall be accompanied by a copy of the conveyance and agreement. Upon such assumption by the new grantee and the service of proper notice, the conveying party shall thereupon be released from any future obligation under this Agreement with respect to the parcel so conveyed to the prospective grantee in compliance with this document, but shall not be relieved from past obligations. The parties hereto agree to execute and deliver any and all documents or assurances necessary or desirable to evidence such release for the purpose of recording or otherwise. When a grantee is a mortgagee, no personal liability or responsibility shall be deemed to be assumed by such mortgagee until and unless such mortgagee actually takes possession of a Site in connection with a mortgage foreclosure action.

ARTICLE IV

Maintenance of Common Areas

4.01. Except with respect to the landscaped area on the West line of the Shopko Site along North Broadway Street to be maintained by the Developer, each party shall maintain the Common Areas from time to time located on its Site. Such maintenance shall include, but shall not be limited to:

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(a) Maintenance, repair and replacement of the surface and subsurface of the Parking Area to maintain it level, smooth and evenly covered with the type of materials originally constructed thereon or such substitutes as will in all respects be equal to such materials in quality, appearance and durability;

(b) Maintenance and care of all grass, shrubs and landscaping, including, but not limited to, the fertilizing, watering, mowing and trimming thereof;

(c) Removal from the Common Areas and Parking Area of papers, debris, ice, snow, refuse and other hazards to persons using the said Areas, and washing or thoroughly sweeping paved areas as required;

(d) Maintenance of such appropriate Parking Area entrance, exit and directional signs, markers and lights as will be reasonably required from time to time; and

(e) Such painting and repainting as may be required to maintain the Parking Area and equipment installed thereon in high quality condition.

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4.02. In the event that any party shall fail to properly maintain that portion of the Common Area which is from time to time located on its parcel (such party being herein referred to as the "Defaulting Party"), any other party (hereinafter referred to as the "Nondefaulting Party") may send written notice of such failure to the Defaulting Party. Such notice shall contain an itemized statement of the specific deficiencies (hereinafter referred to as the "Deficiencies") in the Defaulting Party's performance of the Common Areas maintenance to be performed by it. The Defaulting Party shall have ten (10) days after receipt of the said notice in which to correct the Deficiencies or in which to commence to correct the Deficiencies if the Deficiencies cannot be corrected within the said ten (10) day period, and thereafter, to proceed diligently to complete the correction of the Deficiencies. In the event that the Defaulting Party shall unreasonably fail or refuse to timely correct or to begin to correct the Deficiencies, as the case may be, the Nondefaulting Party may, at its option, correct the Deficiencies. In the event that the Nondefaulting Party shall exercise the said option and shall correct the Deficiencies, the Defaulting Party shall, promptly upon receipt from the Nondefaulting Party of an itemized invoice for the costs incurred by the Nondefaulting Party in correcting the Deficiencies, pay all costs to the Nondefaulting Party.

4.03. Maintenance of Easement Areas. Except to the extent that such areas might be operated and maintained by public

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authorities or utilities, the Owner of each Burdened Site will operate and maintain all of the areas of the Burdened Site which are subject to the pedestrian and vehicular easements created by Sections 2.01.1 and 2.01.2 of this Agreement in sound structural and operating condition at the sole expense of the Owner of the Burdened Site. The operation and maintenance of the common component and encroachment easements created by Section 2.01.3 of this Agreement and the payment of the expenses associated therewith will be governed by the terms of Section 2.01.3 in the absence of specific agreement between the Owners of the Benefited Site(s) and the Burdened Site(s). The Owner of each Burdened Site pursuant to Section 2.01.4 will operate and maintain all Utility Facilities located within the boundaries of such Burdened Site in sound structural and operating condition (except to the extent that such operation and maintenance is performed by public authorities or utilities) and any expenses occasioned thereby will be borne by the Owners of the Benefited Site(s) which are serviced by such Utility Facilities in the ratio which the gross floor area of the improvements located on each Benefited Site bears to the total gross floor area of the improvements located on all Benefited Sites; provided, however, that each Owner will pay all costs associated with the operation and maintenance of Utility Facilities and the consumption of utility services which relate solely to the improvements located on a single Site and no other Owner will have any liability with respect thereto. No costs of operation and maintenance are associated with the

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easements provided by Sections 2.01.5 and 2.01.8. The costs of operation and maintenance of the easements provided by Section 2.01.6 shall be borne by the Owner of the Benefited Site.

The costs of operation and maintenance of the easements provided by Section 2.01.7 shall be borne by the Owner of the Burdened Site (the Parking Site).

The costs of operation and maintenance of the easements provided by Section 2.01.8 shall be borne forty percent (40%) by the Owner of the Developer's Site and sixty percent (60%) by the Owner of the Shopko Site and reimbursed semiannually by the Owners of the respective sites. The reimbursable costs and expenditures covered by this subparagraph shall consist of all costs of operating, maintaining, managing, equipping, insuring, protecting, correcting, repairing and/or replacing such parking facilities, including its landscaping. Such reimbursable costs and expenditures shall be paid by the 15th day of the third and ninth months of each year or, if later, 30 days after receipt of each bill therefor.

The cost of operation and maintenance of the easements provided by Section 2.01.9 shall be borne by the Owners of the Burdened Site.

The cost of operation and maintenance of the easements provided by Section 2.01.10 shall be borne by the Developer.

The cost of operation and maintenance of the easements provided by Section 2.01.11 shall be borne by Shopko so long as Developer does not grant any other nonexclusive easement of this

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nature to a third party. If such easement is granted, the cost of the easement shall be shared equally by all parties benefitting therefrom.

ARTICLE V

Enforcement - Injunctive Relief

5.01. In the event of any violation by any party hereto or by any Permittee or Occupant of any part of the Entire Parcel of any of the terms, restrictions, covenants and conditions provided herein, any of the parties, or their respective successors or assigns, as the case may be, shall have in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, thirty (30) days' written notice of the violation will be given to all other parties to this Agreement and to the persons or entity guilty of such violation or threatened violation.

5.02. A party will not be in default under this Agreement unless such party shall have been served with a written notice specifying the default and shall fail to cure such default within thirty (30) days after receipt of such notice, or shall fail to commence to cure the default within such period of time if the default cannot be cured within the said thirty (30) day period, and thereafter, to proceed diligently to complete the curing of the default.

5.03. It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind or otherwise

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terminate this Agreement, but this limitation shall not affect, in any manner, any other rights or remedies which the parties may have by reason of any breach of this Agreement.

ARTICLE VI

Restriction on Development

6.01. It is agreed that the Entire Parcel shall be developed and utilized consistently with the Site Plan attached hereto as Exhibit "6".

6.02. It is agreed that for so long as the Shopko Site is being used for the operation of a general merchandise discount department store, no portion of the Entire Parcel other than the Shopko Site may be used for a general merchandise discount department store, pharmacy, drugstore, dental clinic, or optical center. This restriction shall not be deemed to prevent or prohibit any sale of health and beauty aid items which are customarily sold from other types of retail stores, nor shall it be deemed to prevent Developer's Site from being leased, occupied or used for the sale of miscellaneous items similar to those which may be sold by Shopko. This restriction may be waived solely by Shopko in writing by an instrument recorded in the Office of the Register of Deeds in which the Cross-Easement Agreement is recorded.

6.03. It is agreed that a parking ratio of not less than 5.5 spaces per 1,000 square feet of gross leaseable area (excluding mezzanines used solely for office space or storage) will be maintained on the Entire Parcel unless condemnation makes

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maintenance of this parking ratio of ground level parking impossible with the amount of then-existing development on the Entire Parcel. It is further agreed that Shopko shall restrict parking in the two (2) parking spaces shown on the Site Plan lying immediately east of the northeast corner of Lot 4 of the Certified Survey Map recorded on June 3, 1985, in Volume 15 of Certified Survey Maps on pages 21-26 in the Office of the Register of Deeds for Brown County, Wisconsin, from 6 A.M. until 11:59 A.M., Monday through Friday, to permit delivery of supplies to the building situated on said Lot 4; provided, however, that any vehicles seeking to use such parking spaces for delivery purposes shall be restricted to access to and from James Street to such spaces by way of entry onto the Shopko Site opposite Wisconsin Street and from there by way of interior roadway to such spaces by the shortest possible route. Any violation of this access restriction shall terminate this easement on ten (10) days notice to the owner of said Lot 4.

6.04. No curbcuts or public highway access points shown on the Site Plan shall be altered, modified, vacated or discontinued in any manner whatsoever without the written approval of Shopko and the Developer.

ARTICLE VII

Sign Criteria

7.01. Each Party will adhere to the sign criteria for their respective Site set forth in Exhibit "7" hereto.

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ARTICLE VIII

Mutual Indemnification

8.01. Each Party, with respect to its portion of the Entire Parcel, shall comply with all applicable laws, rules, regulations and requirements of all public authorities and shall indenmify, defend and hold each other Party harmless from and against any and all claims, demands, losses, damages, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and reasonable attorneys' fees) arising out of or in any way related to the failure by such Party to maintain its portion of the Entire Parcel in a safe and proper condition. Each Party shall give each other Party prompt and timely notice of any claim made or suit or action commenced which, in any way, could result in indemnification hereunder.

ARTICLE IX

Insurance and Subrogation

9.01. Shopko and the Developer shall obtain and maintain all risk insurance covering all of the buildings and improvements now or hereafter located on its Site, in an amount equal to ninety percent (90%) of the full replacement cost thereof. Shopko and the Developer shall also obtain and maintain comprehensive public liability insurance covering injuries to persons and property on, in or about its Site, with a single limit of not less than Five Million Dollars ($5,000,000.00) with a deductible not in excess of One Hundred Thousand Dollars ($100,000.00). All such policies of insurance shall be issued by

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solvent and responsible insurance companies authorized to do business in the State of Wisconsin, and all such policies shall contain a waiver of the right of subrogation. In addition, whenever (a) any loss, cost, damage or expense resulting, directly or indirectly, from fire, explosion or any other casualty, accident or occurrence is incurred by any Party, and (b) such Party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then such Party hereby releases each other Party from any liability it may have on account of loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and hereby waives any right of subrogation in excess of a deductible under such insurance not in excess of $100,000.00 per occurrence which might otherwise exist in or accrue to any person on account thereof.

ARTICLE X

Condemnation

10.01. If all or any part of the Entire Parcel is condemned or taken by any duly constituted authority for a public or quasi-public use, then that portion of the resulting award attributable to the value of any land within the Common Areas so taken shall be payable only to the owner thereof and no claim thereto shall be made by the other owner; provided, however, that all other owners may file collateral claims with the condemning authority, over and above the value of the land within the Common Areas so taken, to the extent of any damage suffered by the Sites of such other owners resulting from the severance of the

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appurtenant Common Areas so condemned or taken. The owner of the Common Areas so condemned or taken shall promptly repair and restore the remaining portion of the Common Areas owned by such owner as near as practicable to the condition of same immediately prior to such condemnation or taking and without contribution from any other owner. Nothing contained herein shall require any owner to construct other than a ground-level parking lot. If any buildings or other improvements on a Site are condemned or taken, then the resulting award shall be made available and used for repair and reconstruction of such buildings or other improvements, and the same shall promptly be repaired and reconstructed as near as practicable to the condition of same immediately prior to such condemnation or taking.

ARTICLE XI

Duration and Termination

11.01. The easements, covenants, restrictions and other provisions of this Agreement shall be of perpetual duration.

11.02. The parties recognize that by virtue of Section 893.33 of the Wisconsin Statutes currently in effect, easements, covenants and restrictions on use of real estate set forth in any recorded instrument may be barred or rendered unenforceable after various periods from the date of recording as set forth in the statutes, unless an instrument as prescribed by such statutes is filed for record. It is agreed that, as to any restriction, easement, condition or covenant which is by the terms of this

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Agreement to be extended beyond its applicable period as provided in the statute, any party or Owner or any successor or assign of a party or Owner may file for record the proper instrument for the purpose of extending the same beyond the statutory period so that the same shall terminate only as provided in this Agreement. In the event any party, Owner or successor or assign shall fail or refuse to join in the execution of any such instrument, then each and every other party and Owner and their successors and assigns are hereby appointed an attorney-in-fact for such party or Owner failing or refusing to join in such a request to execute and file such an instrument, which power shall be deemed coupled with an interest.

11.03. This Agreement, or any easement, covenant, restriction or undertaking contained herein, may be terminated, extended or amended as to each of the portions of the Entire Parcel only by the recording of the appropriate document in the Office of the Register of Deeds of Brown County, Wisconsin, which document must be executed by all of the owners and mortgagees, and other holders of recorded interests affected thereby, as of the date of such document, of the Entire Parcel.

ARTICLE XII

Not a Public Dedication

12.01. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication or any portion of the Entire Parcel to the general public or for the benefit of the general public or for any public purpose

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whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein.

ARTICLE XIII

Recording

13.01. A fully executed counterpart of this Cross-Easement Agreement shall be recorded in the Office of the Register of Deeds of Brown County, Wisconsin.

ARTICLE XIV

Benefit

14.01. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, representatives, successors and assigns.

ARTICLE XV

Waiver

15.01. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed, as, or constitute a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

ARTICLE XVI

Separability

16.01. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be

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affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

ARTICLE XVII

Applicable Law

17.01. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

ARTICLE XIII

Courterparts

18.01. This Agreement shall be executed in several counterparts, each of which shall be deemed an original.

ARTICLE XIX

Notice

19.01. All notices under this Agreement shall be effective if mailed certified mail, return receipt requested, as follows (unless notice of a change of address is given pursuant hereto):

A. If to SHOPKO:

Shopko Stores, Inc.
P.O. Box 19060
Green Bay, Wisconsin 54307-9060
Attn.: Director of Real Estate

Copy by ordinary mail to:

Super Valu Stores, Inc.
P.O. Box 990
Minneapolis MN 55440
Attn.: Legal Department

and

Kelley, Weber, Pietz & Slater, S.C.
530 Jackson Street
Wausau, Wisconsin 54401
Attn.: Colin D. Pietz

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B. If to DEVELOPER:

Redevelopment Authority
of the City of De Pere, Wisconsin
335 South Broadway
De Pere, Wisconsin 54115

Copy by ordinary mail to:

City Attorney
City of De Pere
335 South Broadway
De Pere, WI 54115
Attn: Richard J. Dietz, Esquire

IN WITNESS WHEREOF, the parties hereto have executed this Cross-Easement Agreement as of the day and year first above written.

SHOPKO STORES, INC., a
Minnesota corporation

By: _____
William J. Tyrrell,
President

Attest: _____
William C. Hunt, Secretary

REDEVELOPMENT AUTHORITY OF THE
CITY OF DE PERE, WISCONSIN

By: _____
Thomas M. Olejniczak,
Chairman

Attest: _____
Robert J. Mettner,
Secretary

06/07/85:5

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STATE OF WISCONSIN)
) ss
COUNTY OF BROWN)

Personally came before me this 19th day of JUNE, 1985, William J. Tyrrell, President of Shopko Stores, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, and to me known to be the person who executed the foregoing instrument, and to me known to be such President of said corporation and acknowledged that he executed the foregoing instrument as such officer as the act of said corporation, by its authority.

Patricia J. Mason
Notary Public, Wisconsin
My Commission Expires: 12/1/85

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

Personally came before me this 24th day of June, 1985, William C. Hunt, Secretary of Shopko Stores, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, and to me known to be such person who executed the foregoing instrument, and to me known to be such Secretary of said corporation and acknowledged that he executed the foregoing instrument as such officer as the act of said corporation, by its authority.

LINDA M. BENSON
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires Feb. 25, 1991

Linda M. Benson
Notary Public, Minnesota
My Commission Expires:

06/07/85:5

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STATE OF WISCONSIN)
)ss.
COUNTY OF BROWN)

Personally came before me this 8th day of July, 1985, Thomas M. Olejniczak, Chairman, and Robert J. Mettner, Secretary, of the REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE, WISCONSIN, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers as the deed of such corporation, by its authority.

Richard J. Dietz
Notary Public, Brown County, WI
My Commission ~~expires~~: is permanent.

THIS INSTRUMENT DRAFTED BY:

Return to:
Colin D. Pietz
Kelley, Weber Pietz & Slater, S. C.
530 Jackson Street
Wausau, Wisconsin 54401

06/07/85:5

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EXHIBIT "1"

TO

CROSS-EASEMENT AGREEMENT
(De Pere, Wisconsin)

"Shopko Site"

Lots two (2) and three (3) of the Certified Survey Map recorded on June 3, 1985, in Volume 15 of Certified Survey Maps on pages 21-26 in the Office of the Register of Deeds for Brown County, Wisconsin.

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EXHIBIT "2"

TO

CROSS-EASEMENT AGREEMENT
(De Pere, Wisconsin)

"Developer's Site"

Lot one (1) of the Certified Survey Map recorded on June 3, 1985, in Volume 15 of Certified Survey Maps on pages 21-26 in the Office of the Register of Deeds for Brown County, Wisconsin, and

Lots 1 - 6, the easterly 17 feet of Lot 7 and the southerly 30 feet of the easterly 17 feet of Lot 8, all in Block 2i, the Original Plat of De Pere, East Side Fox River, Brown County, Wisconsin;

and

The northerly 54.31 feet of Lot 9, Lot 10 and the southerly 20 feet of Lot 11, all in Block 23, Original Plat of De Pere, East Side Fox River, Brown County, Wisconsin.

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EXHIBIT "3"
TO

CROSS-EASEMENT AGREEMENT
(De Pere, Wisconsin)

Footing Easements

1. Southeast Area.

A parcel of land 5 feet in width being a part of Lot 4, Block 24 and part of the alley between Lots 4 and 9, Block 24, all in the Plat of De Pere, City of De Pere, Brown County, Wisconsin described as:

Beginning at the southeast corner of Lot 2 of Volume 15 Certified Survey Maps page 21; thence South 89°28'57" West 134.08 feet to the west line of the alley between Lots 4 and 9; thence South 0°31'03" East 5.00 feet along said west line; thence North 89°28'57" East 134.08 feet to the west line of Michigan Street; thence North 0°31'03" West 5.00 feet along said west line to the point of beginning.

2. Southwest Area.

A parcel of land 5 feet in width being a part of Wisconsin Street, Plat of De Pere, City of De Pere, Brown County, Wisconsin described as:

Commencing at the southeast corner of Lot 2 of Volume 15 Certified Survey Maps page 21; thence South 89°28'57" West 254.16 feet along the south line of said Lot 2 to the point of beginning on the east line of Wisconsin Street; thence continuing South 89°28'57" West 15.17 feet; thence South 0°31'03" East 5.00 feet; thence North 89°28'57" East 15.17 feet; thence North 0°31'03" West 5.00 feet to the point of beginning.

3. North Area.

A parcel of land located in Lot 1 of Volume 15 Certified Survey Maps page 21, City of De Pere, Brown County, Wisconsin, described as:

Commencing at the northeast corner of said Lot 1, 15 CSM 21; thence South 0°31'03" East 110.02 feet along the east line of said Lot 1 to the point of beginning; thence continuing along said east line South 0°31'03" East 65.00 feet to the southeast corner of said Lot 1; thence South 89°28'57" West 188.16 feet to the southwest corner of Lot 1; thence North 0°31'03" West 8.00 feet along the west line of Lot 1; thence North 89°28'57" East 176.16 feet; thence North 0°31'03" West 57.00 feet; thence North 89°28'57" East 12.00 feet to the point of beginning and subject to a utility easement over the west 8 feet of the above described parcel.

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

J 9154 I 18

EXHIBIT "4"
TO

CROSS-EASEMENT AGREEMENT
(De Pere, Wisconsin)

Construction Easement

A parcel of land 30 feet in width and being a part of Lot 4 and part of the alley between Lots 4 and 9, Block 24, and part of Wisconsin Street, all in Plat of De Pere, City of De Pere, Brown County, Wisconsin, described as:

Beginning at the southeast corner of Lot 2 and Volume 15 Certified Survey Maps page 21; thence South 0°31'03" East 30.00 feet along the west line of Michigan Street; thence South 89°28'57" West 134.08 feet to the west line of an alley between Lots 4 and 9 of Block 24; thence north 0°31'03" West 30.00 feet along said west line to a Point "A" on the south line of Lot 2 and 15 CSM 21; thence North 89°28'57" East 134.08 feet along said south line to the point of beginning.

ALSO: A parcel of land 30 feet in width and being a part of Wisconsin Street, Plat of De Pere, City of De Pere, Brown County, Wisconsin, described as:

Commencing at the above Point "A" at the intersection of the west line of the alley between Lots 4 and 9, Block 24, Plat of De Pere with the south line of Lot 2 of 15 CSM 21; thence South 89°28'57" West 120.08 feet along said south line to the point of beginning on the east line of Wisconsin Street; thence South 0°31'03" East 30.00 feet along said east line; thence South 89°28'57" West 44.00 feet to the east line of Lot 3 of 15 CSM 21; thence North 0°31'03" West 30.00 feet along the said east line; thence North 89°28'57" East 44.00 feet to the point of beginning.

ALSO: A parcel of land 30 feet in width and being part of Lot 1 of Volume 15 Certified Survey Maps page 21 and part of Wisconsin Street, Plat of De Pere all in the City of De Pere, Brown County, Wisconsin and described as:

Beginning at the northeast corner of Lot 1 of 15 CSM 21; thence South 0°31'03" East 175.02 feet along the east line of said Lot 1; thence South 89°28'57" West 188.16 feet; thence South 0°31'03" East 65.69 feet; thence South 89°16'00" West 16.00 feet to the northeast corner of Lot 3 of 15 CSM 21; thence continuing South 89°16'00" West 14.00 feet; thence North 0°31'03" West 95.80 feet; thence North 89°28'57" East 188.16 feet; thence North 0°31'03" West 144.91 feet to the north line of Lot 1 of 15 CSM 21; thence North 89°16'00" East 30.00 feet to the point of beginning subject to a utility easement over part of the above described parcel.

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

J 9154 I 19

EXHIBIT "5"
TO

CROSS-EASEMENT AGREEMENT
(De Pere, Wisconsin)

Fire and Emergency Access

A parcel of land 30 feet in width and being a part of Lot 4 and part of the alley between Lots 4 and 9, Block 24, and part of Wisconsin Street, all in Plat of De Pere, City of De Pere, Brown County, Wisconsin, described as:

Beginning at the southeast corner of Lot 2 and Volume 15, Certified Survey Maps, page 21; thence South 0°31'03" East 30.00 feet along the west line of Michigan Street; thence South 89°28'57" West 134.08 feet to the west line of an alley between Lots 4 and 9 of Block 24; thence North 0°31'03" West 30.00 feet along said west line to a Point "A" on the south line of Lot 2 and 15 CSM 21; thence North 89°28'57" East 134.08 feet along said south line to the point of beginning.

This grant of easement for fire and emergency access shall be non-exclusive and shall not prohibit the owners of the servient tenament from utilizing said parcel for other purposes including, but not limited to, the parking of motor vehicles, provided such additional use does not interfere with, or inhibit, the purposes for which this easement is granted.

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

J 9154 I 20

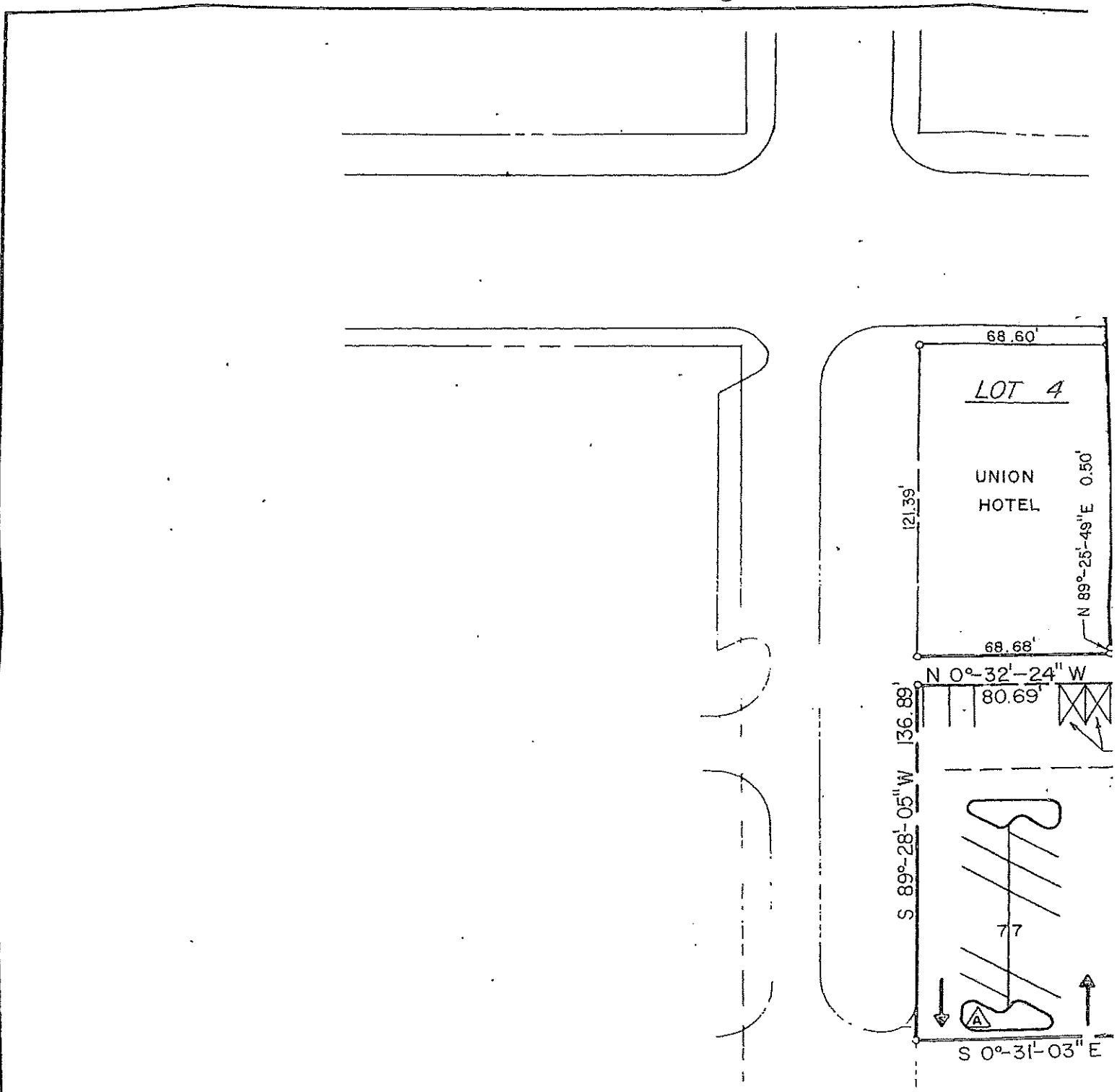
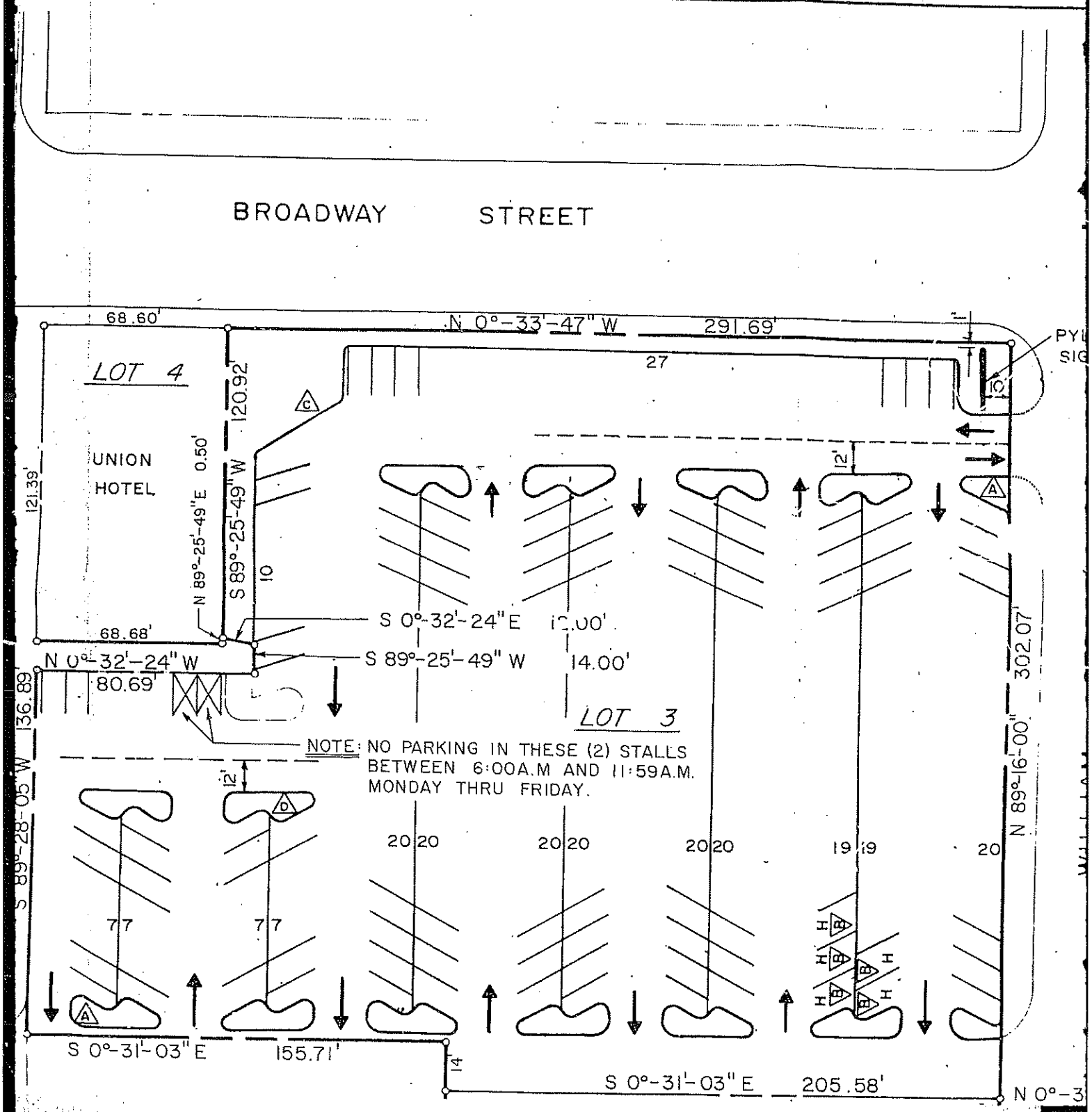


EXHIBIT 6

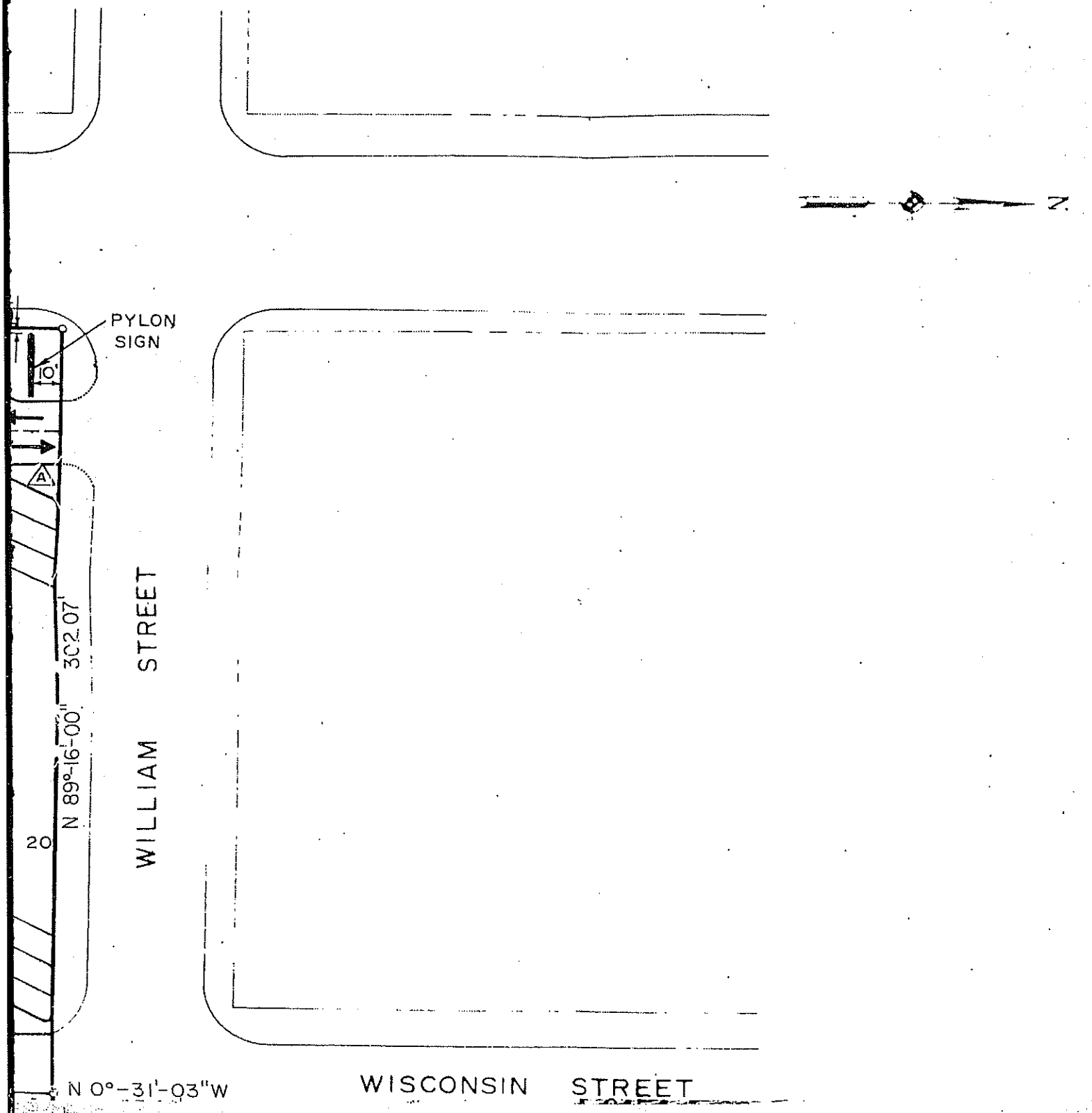
BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.3

J 9154 I 21



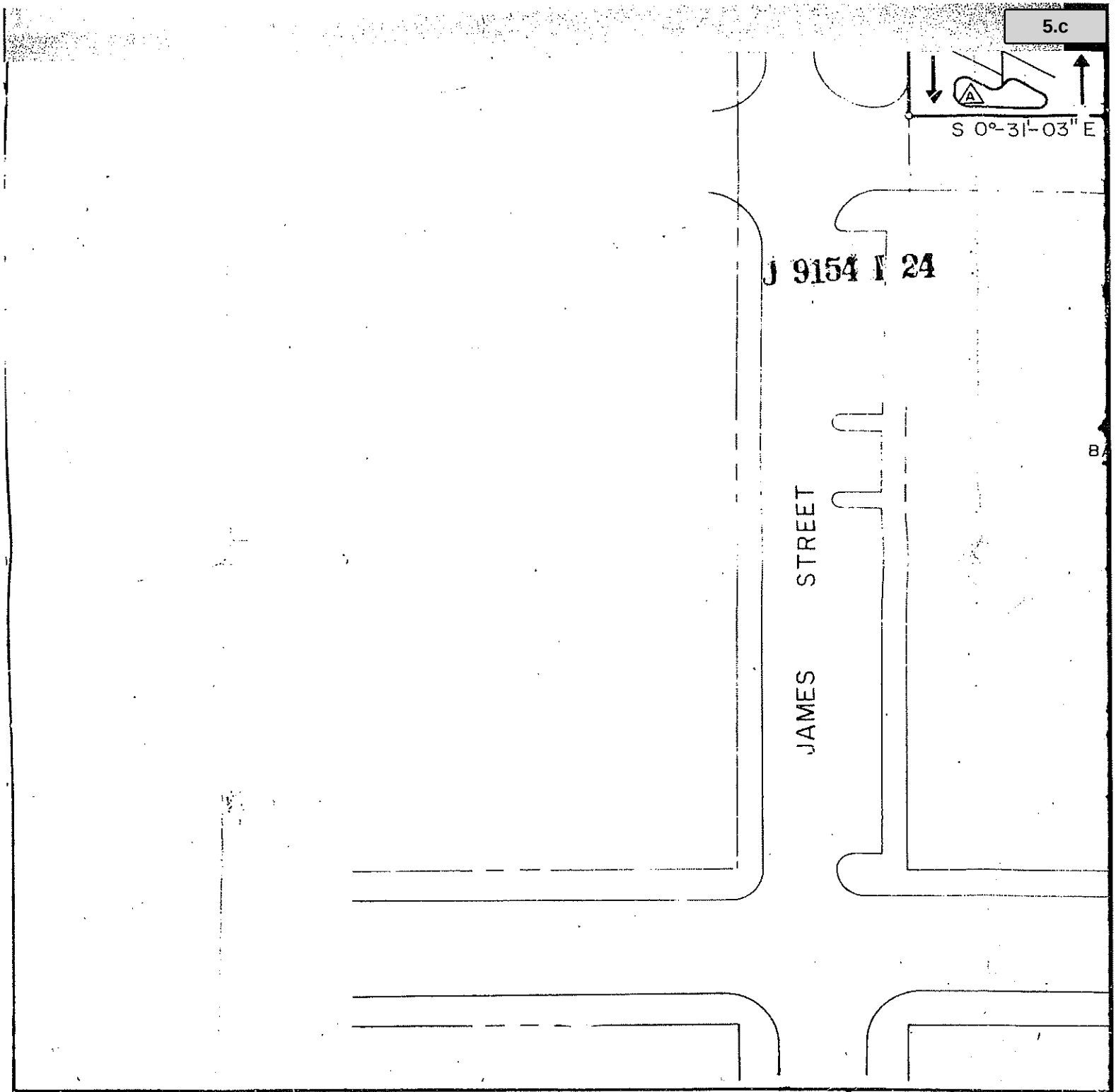
BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30

J 9154 F 22


PYLON
SIGN
10'
A
302.07'
N 89°-16'-00" W
20
WILLIAM STREET
N 0°-31'-03"W
WISCONSIN STREET

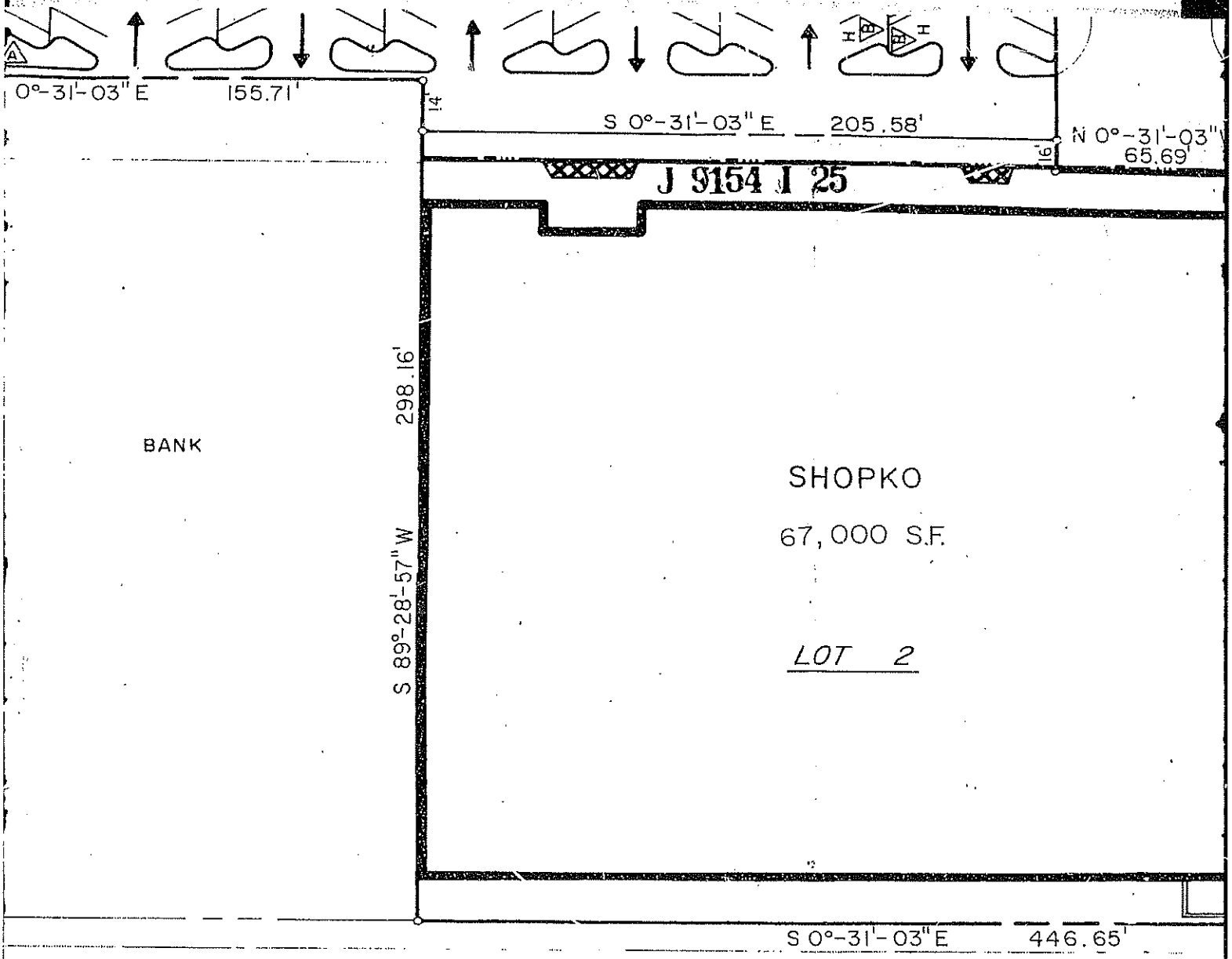
J 9154 I 23

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established b



REVISIONS								BOOK NO	
NO	DESCRIPTION	DATE	BY	NO	DESCRIPTION	DATE	BY	SURVEYED BY	
1				4				DRAWN BY	R.M.H.
2				5				DATE	MAY 1985
3				6				SCOPE D	SK.8474
								SCALE	1" = 40'

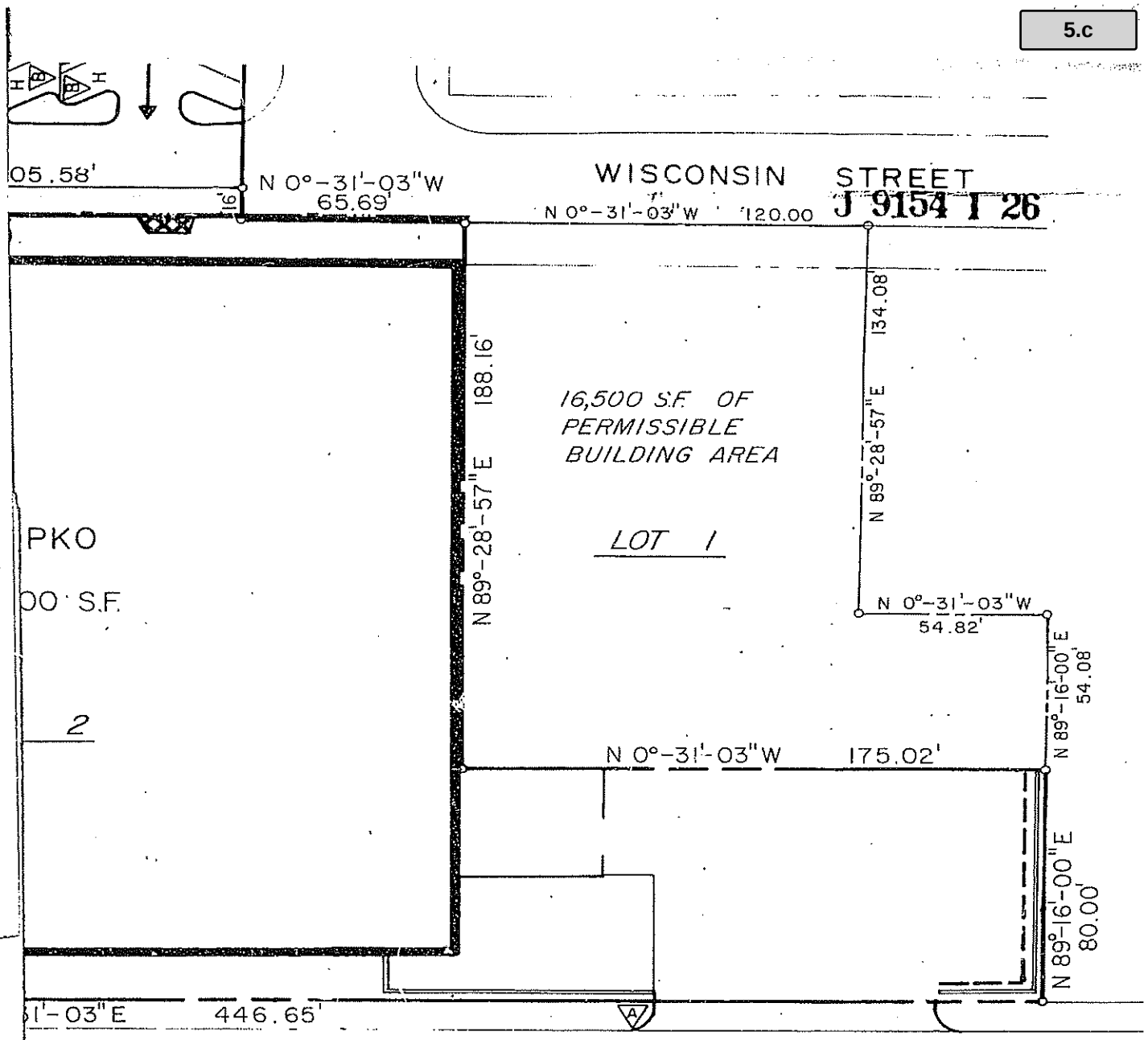
BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(



	PROJECT REVIEW			
R.M.H.	FOR APPROVAL		FOR BIDDING	
MAY 1985	DESIGN	DATE	DESIGN	DATE
SK. 8474	REVIEW	DATE	REVIEW	DATE
1" = 40'				

Foth & Van Dyke
2737 S. Ridge Road
Green Bay, WI 54304
414-[illegible]

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(



oth & Van Dyke

737 S. Ridge Road
reen Bay, WI 54304
14.497.2500

ShopKo

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S88

J 9154 I 27

54.08'

80.00'

LEGEND

	HANDICAP RAMP
	℄ STRIPE WHITE
	YELLOW STRIPPING
	PARKING STALLS.
H B H B H B	HANDICAP PARKING STALLS
	YELLOW PAINTED CURB DETAIL
	NO PARKING (PAINTED)
	TRAFFIC FLOW (PAINTED)
A	SIGN
	WHEEL - STOPS

SHOPKO — DE PERE
SITE CONSTRUCTION PLANS

MARKING AND SIGN LAYOUT PLAN

SHEET NO. 8

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.3

1053439

J 9154 I 28

EXHIBIT "7"

TO

SHOPKO STORES, INC.

CROSS-EASEMENT AGREEMENT
(De Pere, Wisconsin)

SIGN CRITERIA

1. There shall be no flashing, rotating or moving signs or markers of any type, except that any department store on the Developer Site may erect one (1) freestanding sign (which may not be rotating) to identify its store.

2. There shall be no signs painted on the exterior surface of any building or on roof tops.

3. There shall be no freestanding or pylon signs other than the pylon signs to be maintained by Shopko and Developer in the locations shown on the Site Plan which may have an attraction panel with changeable copy.

4. All signs which front on the parking lot shall be (i) not more than thirty (30) inches in height in the interior of the Mall and not more than thirty-six (36) inches in height on the exterior of the Mall; (ii) approximately flush with the wall of the building to which affixed; (iii) of a length which does not exceed eighty (80%) percent of the linear frontage of the store upon which it fronts; and (iv) of a design which is uniform with other signs similarly placed.

5. Signs may be attached to the facing surfaces of the buildings and any canopies, but shall not be suspended underneath any canopies.

6. There shall be no rooftop signs.

7. No advertising signs will be permitted at the rear of any buildings, except in the case of stores with customer entrances opening directly onto the parking areas.

8. There shall be permitted delivery and access signs in the rear of the buildings.

REGISTER OF DEEDS
BROWN COUNTY

JUL -9 1985

AT 10:39 O'CLOCK A M.

Cathy Willgutte REGISTER OF DEEDS

7940

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

J 14056 I 10

1176186

REGISTER OF DEEDS
BROWN COUNTY
1989 FEB 20 AM 9:20
CATHY WILLIQUETTE BREUNIG
REGISTER OF DEEDS
10.00

AMENDMENT NO. 1 TO

CROSS EASEMENT AGREEMENT

(De Pere, Wisconsin)

THIS AGREEMENT made this 1st day of February, 1989, by and between SHOPKO STORES, INC., a Minnesota corporation, ("Shopko"), the Redevelopment Authority of the City of De Pere, Wisconsin, a Wisconsin municipal corporation ("Developer") and Paul D. Algrem, an individual ("Algrem").

WHEREAS, Shopko and Developer entered into a Cross Easement Agreement dated the 8th day of July, 1985, recorded the 9th day of July, 1985, in Jacket 9153, Images 31-45 and Jacket 9154, Images 1-28, in the Office of the Register of Deeds for Brown County, Wisconsin; and

WHEREAS, Algrem has acquired a portion of the Developer's Site described on Exhibit "2" to said Cross Easement Agreement; and

WHEREAS, the development of the Entire Parcel as defined in said Cross Easement has required an amendment to the Site Plan referred to in Section 6.01 of said Cross Easement which was attached as Exhibit "6" to said Cross Easement Agreement; and

WHEREAS, the parties hereto are the holders of record title to the Entire Parcel which is governed by said Cross Easement Agreement;

NOW, THEREFORE, in consideration of One Dollar ($1.00), the mutual covenants and agreements herein contained and other

01/23/87:1

BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(3)(b).

good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged,

IT IS AGREED AS FOLLOWS, TO WIT:

1. NEW SITE PLAN. The Site Plan attached hereto as Exhibit "1" shall amend, supersede and replace the Site Plan attached as Exhibit "6" to the Cross Easement Agreement referred to above the same as if the Site Plan attached hereto as Exhibit "1" was originally attached as Exhibit "6" to said Cross Easement Agreement.

2. REAFFIRMATION. As herein amended, the terms and conditions of the Cross Easement Agreement referred to above are hereby reaffirmed and shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Cross Easement Agreement.

SHOPKO STORES, INC., a
Minnesota corporation

By: _____
William J. Tyrrell, President

By: _____
William C. Hunt, Secretary

REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE, WISCONSIN

By: _____
Thomas M. Olejniczak, Chairman

Attest: _____
Robert J. Mettner, Secretary

01/23/87:1

Paul D. Algrem

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 16th day of January, 1987, William J. Tyrrell, President of Shopko Stores, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, and to me known to be the person who executed the foregoing instrument, and to me known to be such President of said corporation and acknowledged that he executed the foregoing instrument as such officer as the act of said corporation, by its authority.

JOYCE L. RUNNING NOTARY PUBLIC STATE OF WISCONSIN

Notary Public, Wisconsin
My Commission Expires: 12-23-90

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Personally came before me this 1st day of February, 1987, William C. Hunt, Secretary of Shopko Stores, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, and to me known to be such person who executed the foregoing instrument, and to me known to be such Secretary of said corporation and acknowledged that he executed the foregoing instrument as such officer as the act of said corporation, by its authority.

LINDA M. F. PETERSON
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Comm. Expires Feb. 25, 1991

Notary Public, Minnesota
My Commission Expires: 2/25/91

01/23/87:1

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 18th day of September, 1987, Thomas M. Olejniczak, Chairman, and Robert J. Mettner, Secretary, of the REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE, WISCONSIN, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers as the deed of such corporation, by its authority.

Richard J. Dietz
Notary Public, Brown County, WI
My Commission expires

STATE OF WISCONSIN)
) ss.
COUNTY OF Brown)

Personally came before me this 11th day of January, 1988, the above named Paul D. Algrem to me known to be such person who executed the foregoing instrument and acknowledged the same.

Patricia Bickner
Notary Public, BROWN County, WI
My Commission expires: 3/14/88

CONSENT AND SUBORDINATION OF MORTGAGEE

The undersigned, being the current holder of record to the mortgage executed by Paul D. Algrem to the City of De Pere, Wisconsin, recorded in Jacket 9747, Image 24, Document No. 1068302 in the Office of the Register of Deeds of Brown County, Wisconsin, does hereby consent to the foregoing Amendment No. 1 to Cross Easement Agreement and does hereby subordinate the lien and operation of its mortgage to the terms and conditions of the

01/23/87:1

Cross Easement Agreement referred to above, as amended by the Amendment No. 1 to Cross Easement Agreement.

VALLEY BANK, GREEN BAY, a
WISCONSIN banking corporation

By: _____, VP

Attest: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 11th day of JANUARY, 1988, the above named JOHN C. JAUQUET, VICE PRESIDENT, and STEVEN J. McCLURE, VICE PRESIDENT, of the above named corporation, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers as the deed of such corporation, by its authority.

Patricia Bishner
PATRICIA BISHNER
Notary Public, Brown County, WI
My Commission expires: 2/14/88.

THIS INSTRUMENT WAS DRAFTED BY:

Colin D. Pietz, Esquire
Kelley, Weber, Pietz & Slater, S.C.
530 Jackson Street
Wausau, Wisconsin 54401

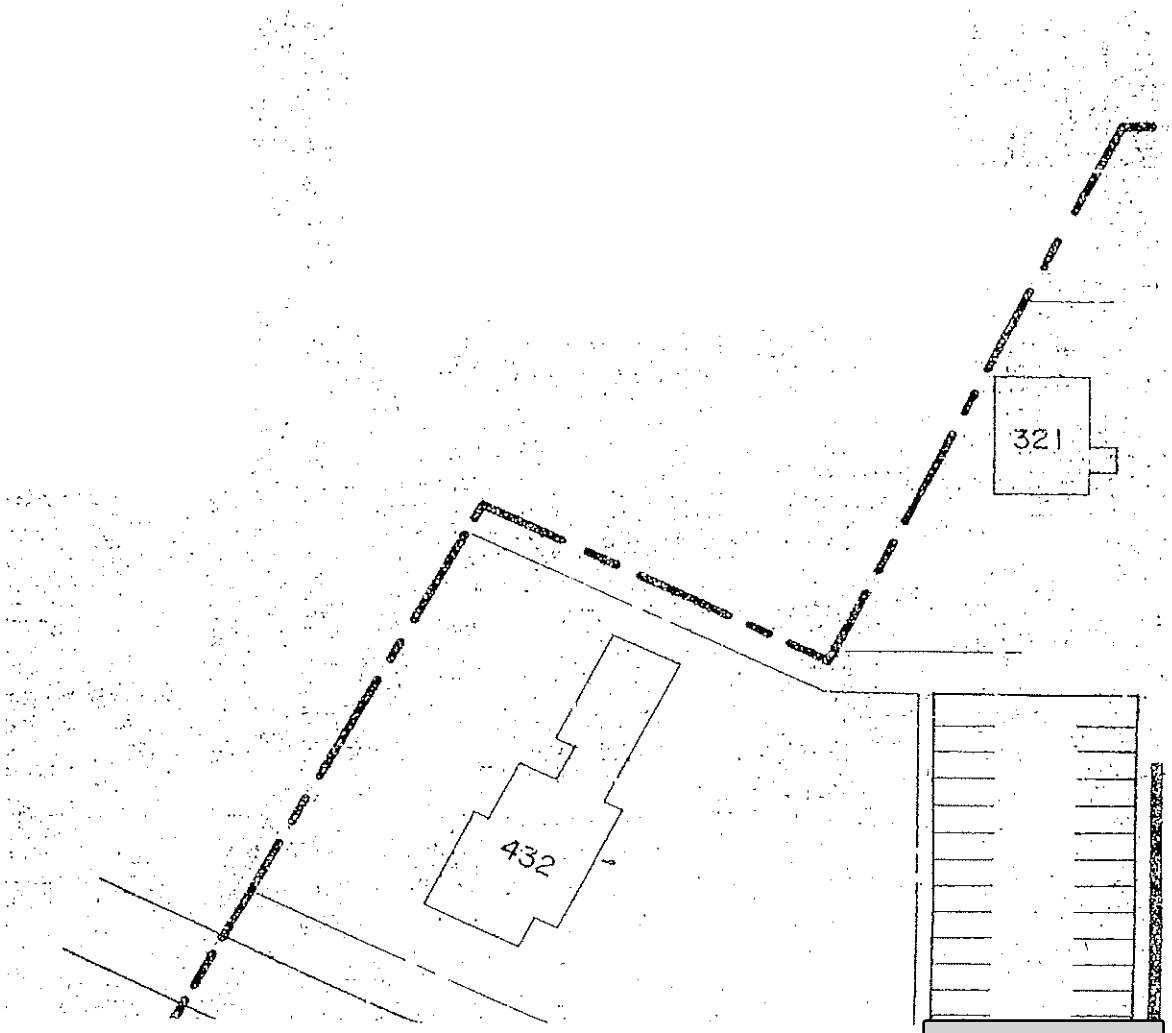
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THIS IMAGE
COVERS THE NEXT
7 EXPOSURES

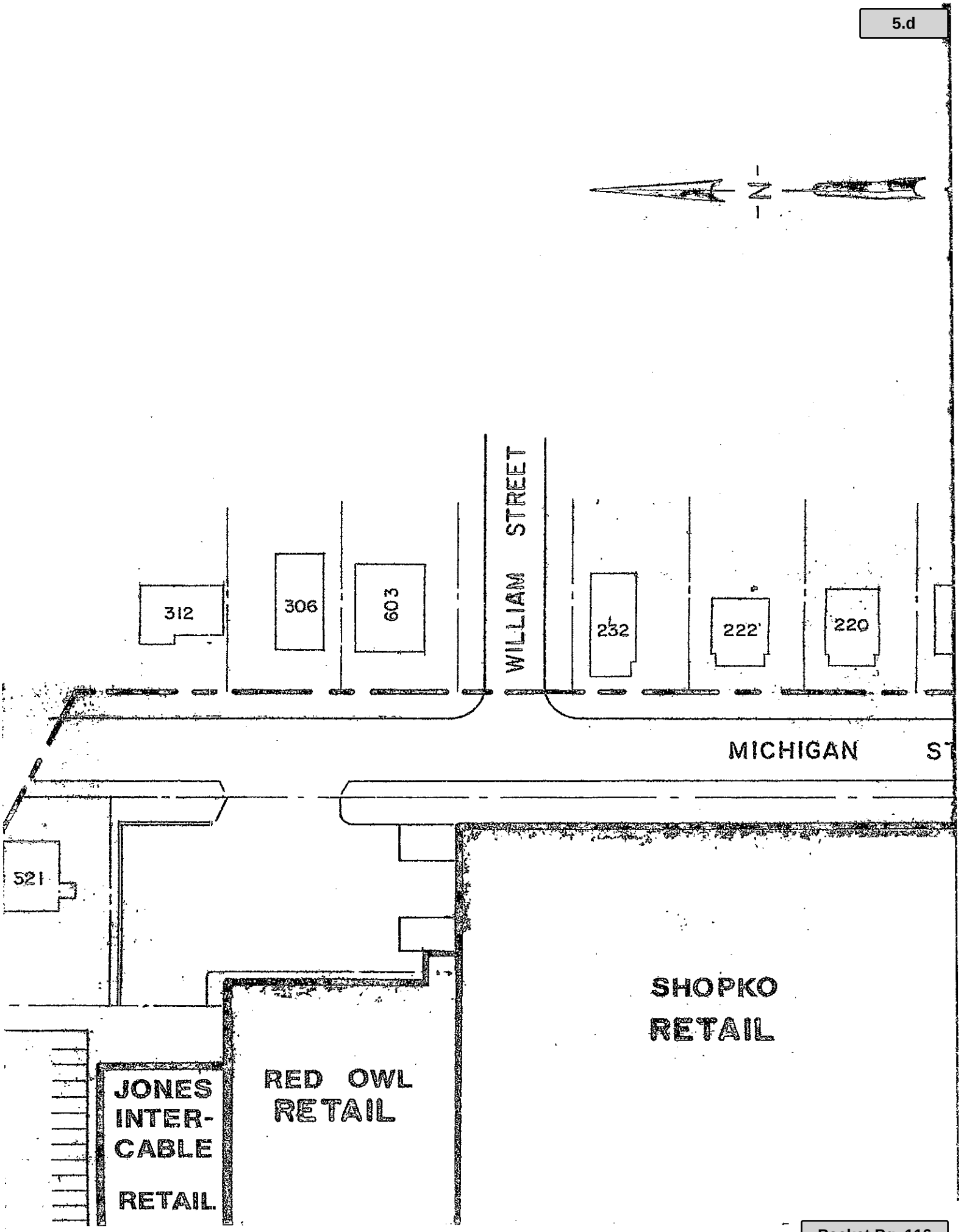
SITE PLAN

SCALE : 1" = 50'

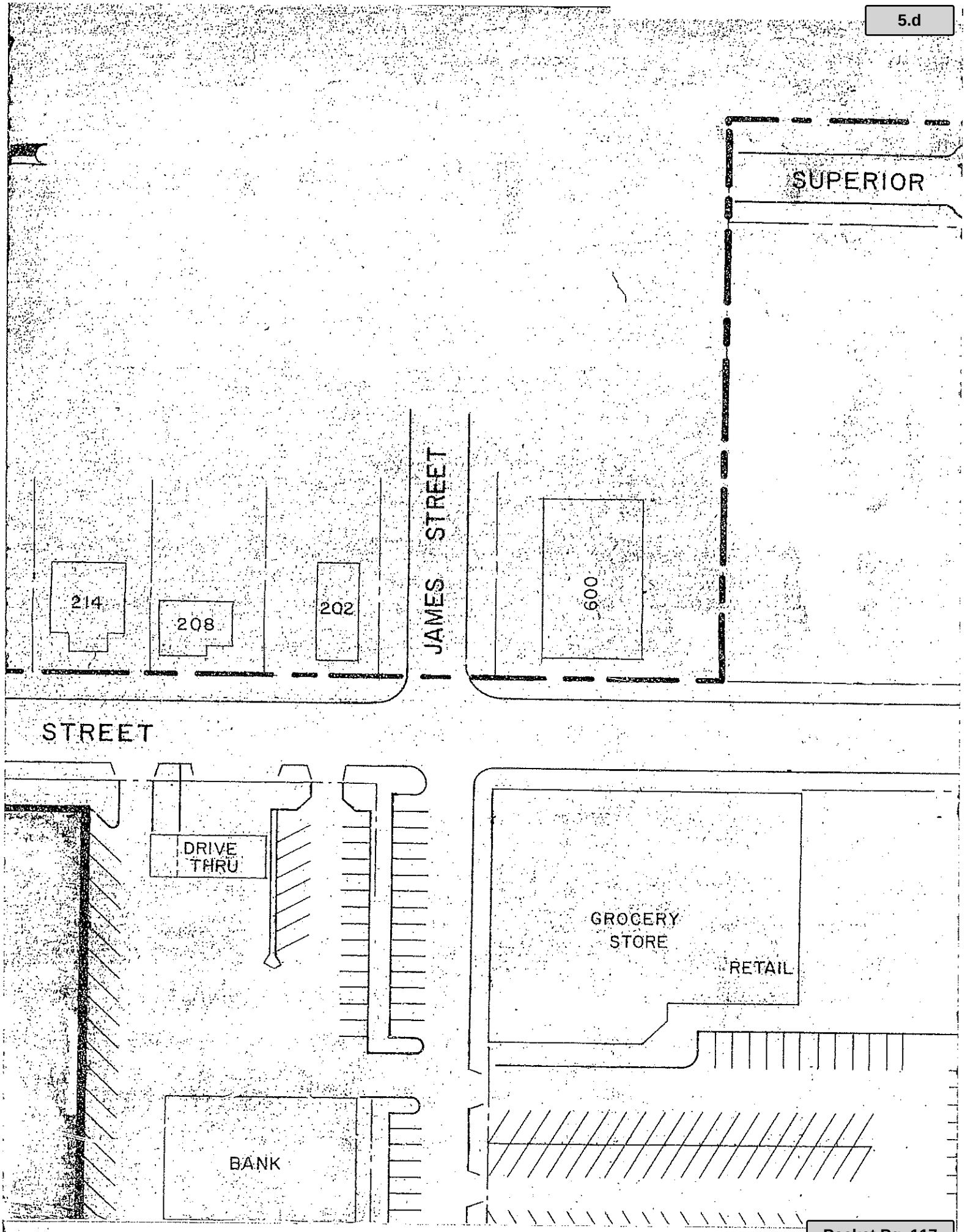
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REVISED : 12 - 1984
12 - 1986



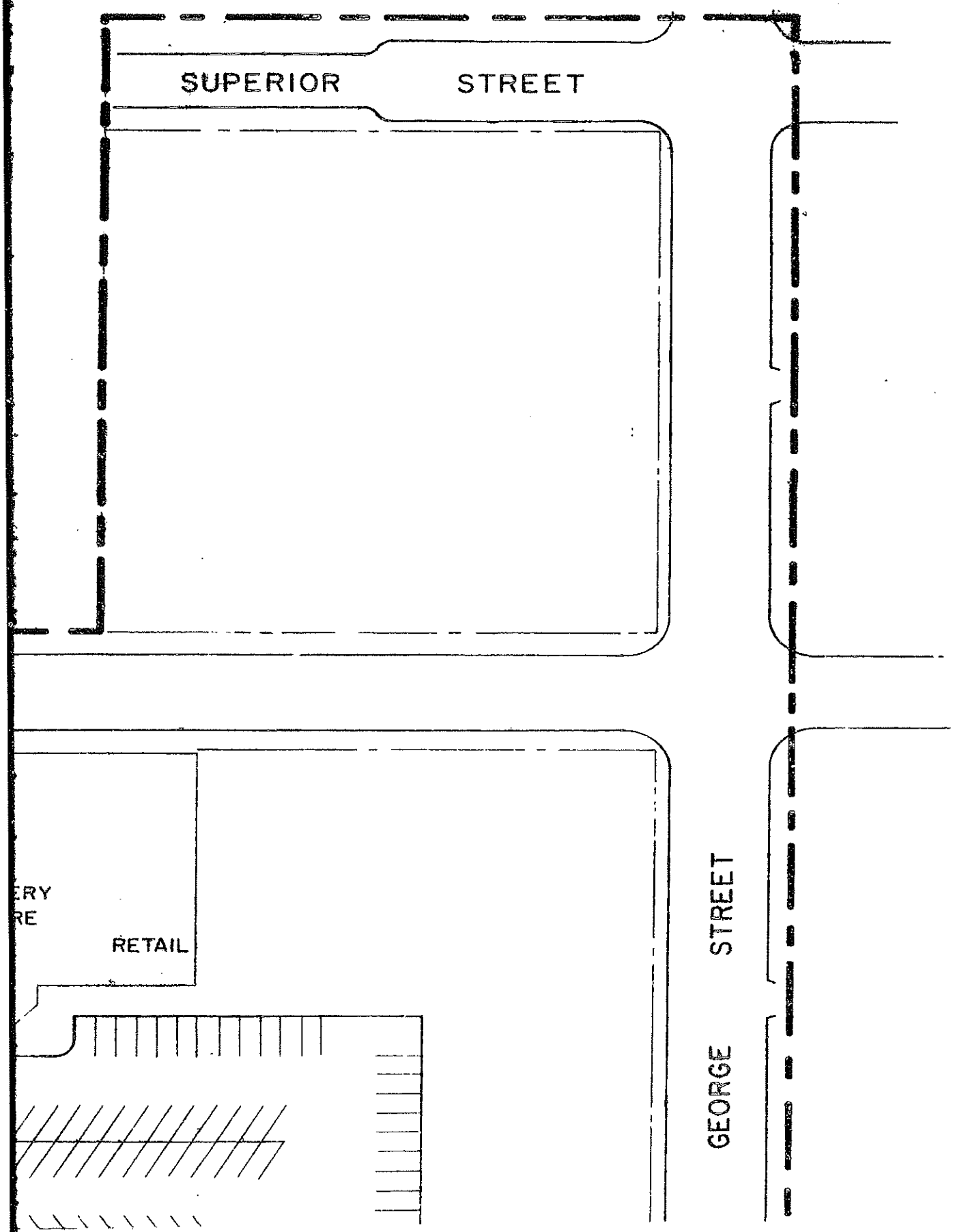
BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(



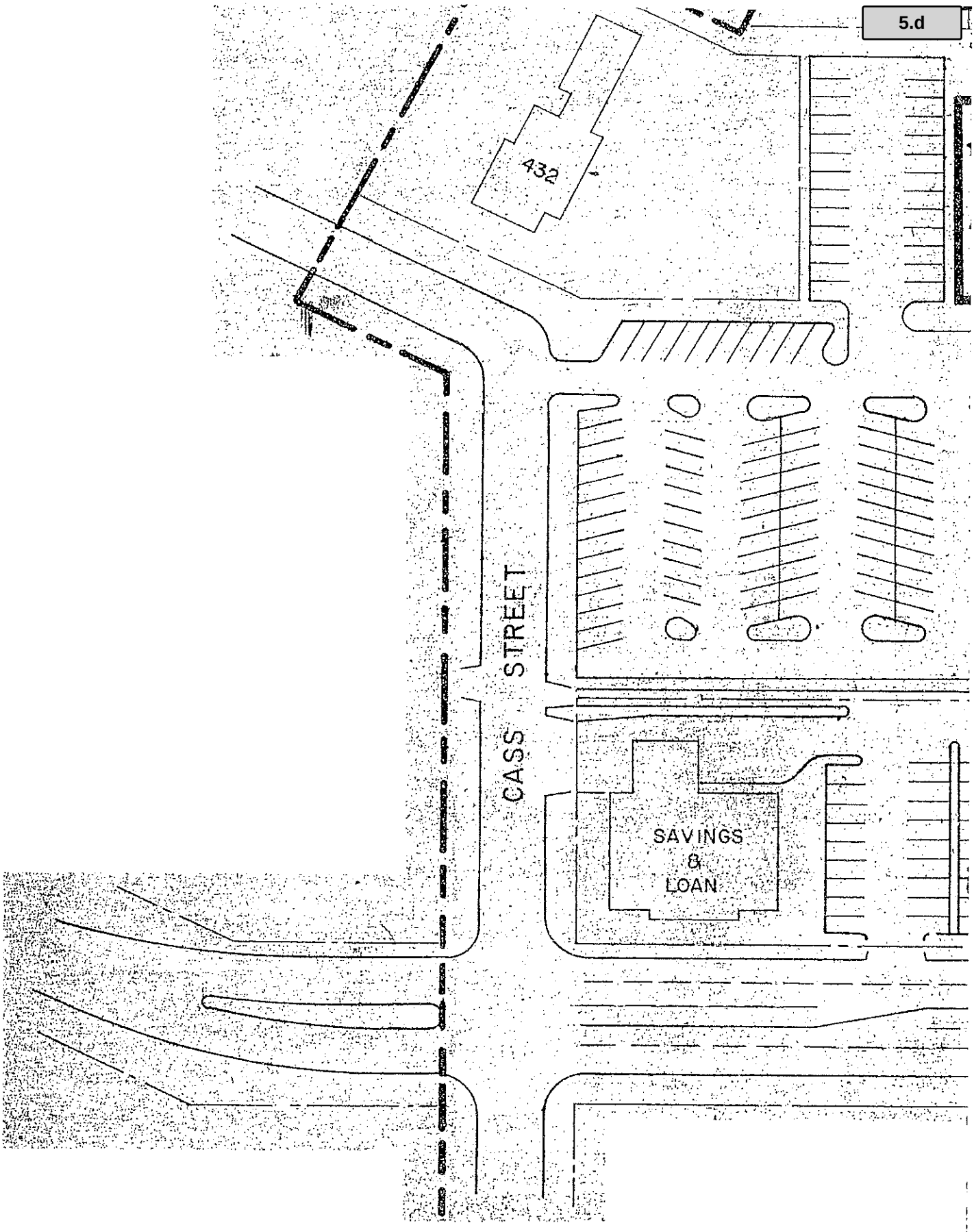
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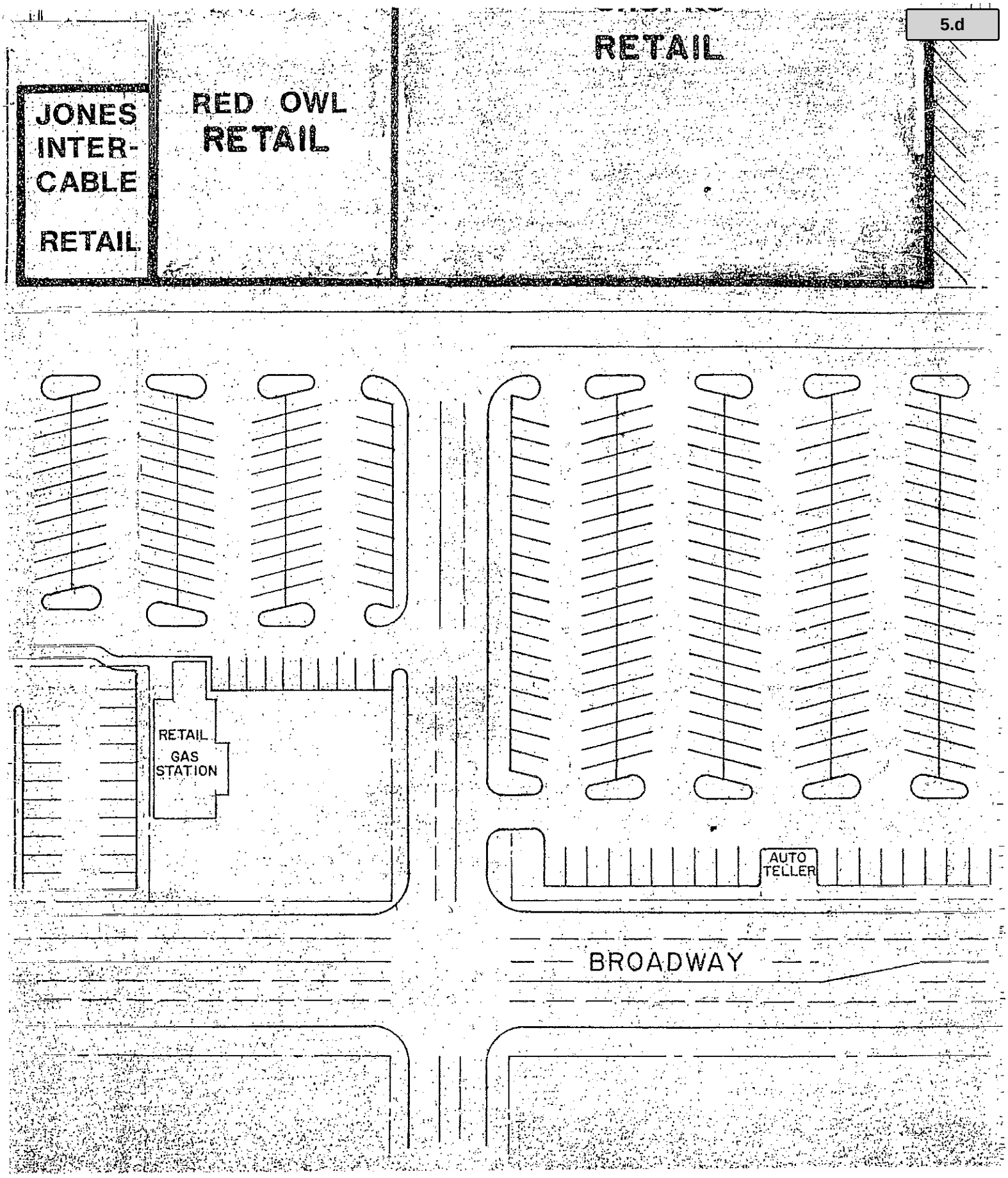
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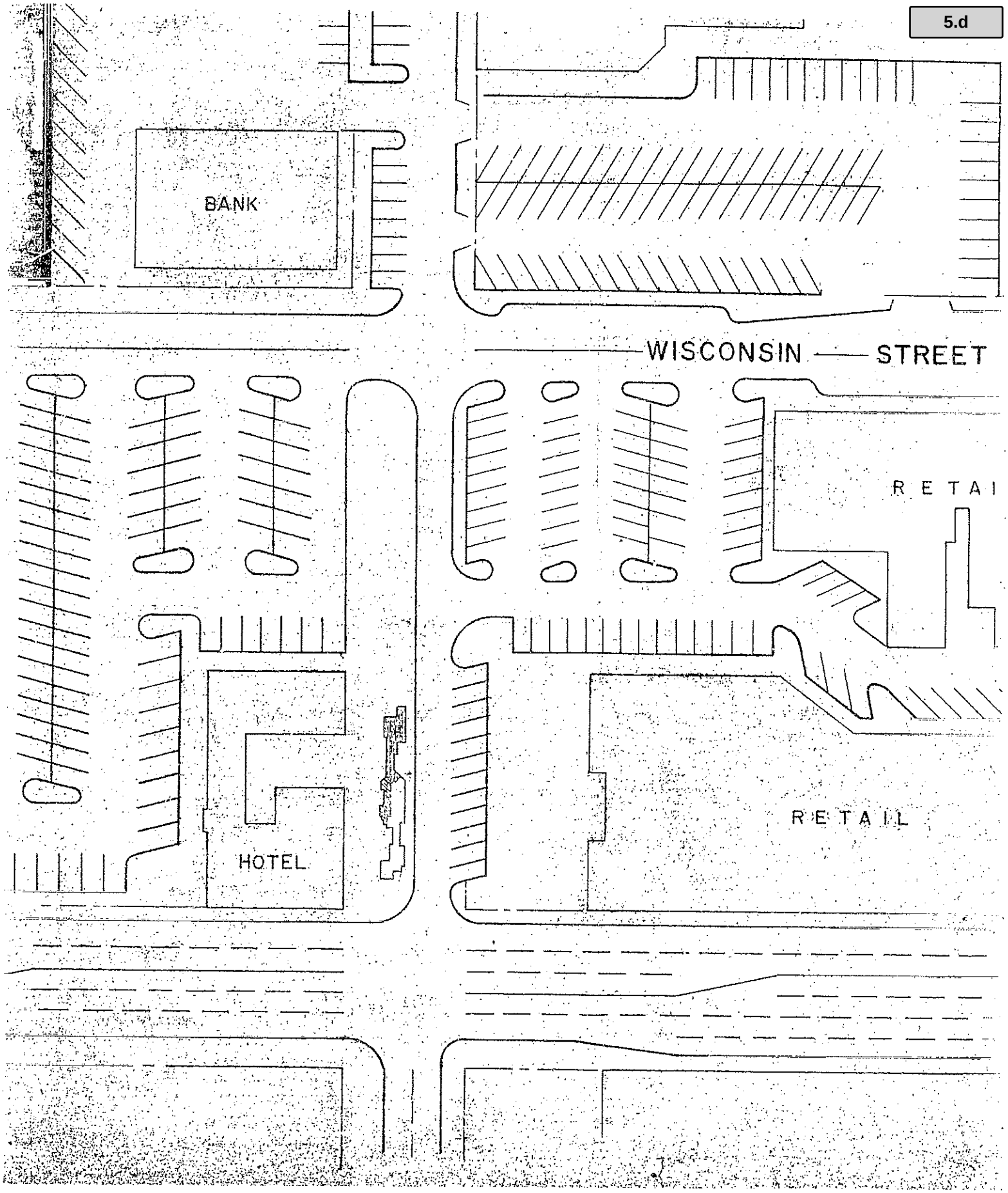
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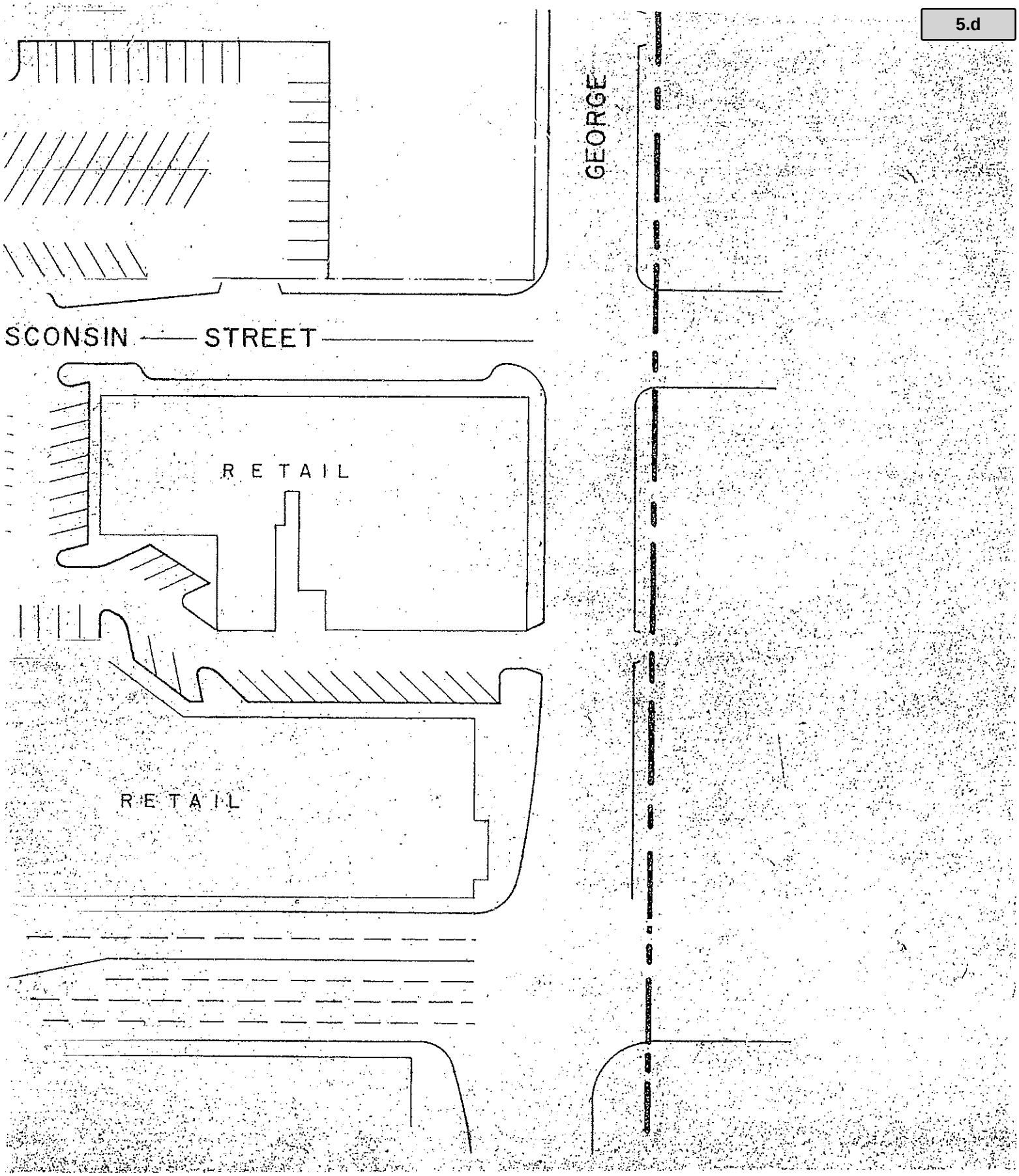
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BROWN COUNTY REGISTER OF DEEDS-This document complies with standards established by S889.30(

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Tx:40248757

AMENDMENT NO. 2 TO CROSS EASEMENT AGREEMENT

Document Number **Document Title**

2781062
CHERYL BERKEN
BROWN COUNTY RECORDER
GREEN BAY, WI
RECORDED ON
03/30/2017 1:42 PM
REC FEE: 30.00
EXEMPT #
PAGES: 8

Recording Area

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

ED-881

Parcel Identification Number (PIN)

Legal Description:

Lot 2, Volume 17 Certified Survey Maps, page 161, Map Number 3230, said lot being part of Lots 10 and 11, Block 23, Original Plat of De Pere, in the City of De Pere, East side of Fox River, Brown County, Wisconsin.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting 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 BLACK INK.**
WRDA Rev. 7/2/2010

AMENDMENT NO. 2 TO CROSS EASEMENT AGREEMENT
(De Pere, Wisconsin)

THIS SECOND AMENDMENT is entered into this 28th day of March, 2017, by and between Medici Rossmore, LLC, a Limited Liability Company registered to do business in the State of Wisconsin, d/b/a Shopko Stores, Inc. ("Shopko"), the City of De Pere, Wisconsin, a Wisconsin municipal corporation ("City"), Paul D. Algrem, an individual ("Algrem") and SRK Realty Group, LLC, a foreign Limited Liability Company ("SRK") collectively referred to as "the Parties";

WHEREAS, Shopko and the Redevelopment Authority of the City of De Pere ("RDA") entered into a Cross Easement Agreement ("Cross Easement") dated July 8, 1985, and recorded on July 9, 1985, in Jacket 9153, Images 31-45 and Jacket 9154, Images 1-28, in the Office of the Register of Deeds for Brown County, Wisconsin; and

WHEREAS, Exhibit 6 to such Cross Easement, showing the "site plan" for the Entire Parcel (as defined in the Cross Easement), including the areas subject to the Parking Easements created under paragraph 2.01.7. thereof, was amended pursuant to Amendment No. 1 to Cross Easement Agreement (De Pere, Wisconsin) ("Amendment No. 1"), which was recorded at the Brown County Register of Deeds Office on February 20, 1989 as Document Number 1176186, Jacket 14056, Image 10; and

WHEREAS, the RDA quitclaimed its interest in the following real property comprising the Developer's Site (as described in the Cross Easement) to City on February 5, 2014, and recorded at the Office of the Brown County Register of Deeds on February 11, 2014 as Document Number 2658641: Parcels ED-834, ED-835, ED-862, ED-864, ED-865, ED-867, ED-870, and ED-881; and

WHEREAS, on June 16, 2016, SRK acquired Parcel ED-878, which is located within the area identified as Developer's Site and shown on "Exhibit 2" to said Cross Easement Agreement; and

WHEREAS, over the course of time, changes in the use of the Entire Parcel (as defined in the Cross Agreement), together with changes in consumer shopping habits and vehicular transportation practices may, from time to time, necessitate revisions to the parking space ratio established for Parking Easements under Section 2.01.7 of the Cross Easement; and

WHEREAS, City has requested consent of the Parties to a reduction in such parking ratio as shown on Exhibit A, attached and incorporated by reference; and

WHEREAS, the parties hereto constitute all of the holders of record title to the parcels comprising the Entire Parcel which are governed subject to and governed by said Cross Easement Agreement and Amendment No. 1.

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

1. The parking ratio in Section 2.01.7 of the Cross Easement shall not be reduced except upon consent of all the Parties.

2. The Parties hereby consent to Exhibit 6 of the Cross Easement and Amendment No.1 being hereby revised and amended as follows:

    A. The City owned parking area known as Parcel ED-881 and shown on Exhibit A is hereby determined surplus and said parcel is removed from the definition of Entire Parcel under the Cross Easement and Amendment No. 1.

    B. That area bounded by Michigan Street, George Street, N. Superior Street and the northerly property lines of Parcels ED-971 and ED-964 is likewise determined surplus, and said area is removed from the definition of Entire Parcel under the Cross Easement and Amendment No. 1.

3. Except as herein amended, the terms and conditions of the Cross Easement Agreement referred to above are hereby reaffirmed and shall be and remain in full force and effect.

4. This Agreement may be executed in counterpart signature pages.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to Cross Easement Agreement.

MEDICI ROSSMORE, LLC

By: _____

Name:

Title: Wayland Myers
Managing Partner

_____

Name:

Title:

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this _____ day of _____, 2017, _____, Member of Medici Rossmore, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

Name:
Notary Public, State of Wisconsin
My commission expires: _____.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN DIEGO)

On 2-22-17 before me, RON J. SEGAL, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared WAYLAND MYERS
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

RON J. SEGAL
Commission # 2098015
Notary Public - California
San Diego County
My Comm. Expires Feb 21, 2019

Signature Ron J. Segal
Signature of Notary Public

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☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
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CITY OF DE PERE
By:

Michael J. Walsh, Mayor

Carey Danen
Deputy City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 28th day of March, 2017, Michael J. Walsh, Mayor, and Carey Danen, Deputy City Clerk, of the City of De Pere, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Angela M. Zills
Name: Angela M. Zills
Notary Public, State of Wisconsin
My commission expires: 4/15/2018

ANGELA M. ZILLS NOTARY PUBLIC STATE OF WISCONSIN

Paul D. Algrem

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 24th day of March, 2016, Paul D. Algrem, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Angela M. Zills
Name: Angela M. Zills
Notary Public, State of Wisconsin
My commission expires: 4/15/2018

ANGELA M. ZILLS NOTARY PUBLIC STATE OF WISCONSIN

SRK REALTY GROUP, LLC
By: Raghunath

Name: RAGHUNATH MALLEPALLI
Title:

STATE OF) Texas
) ss.
COUNTY OF) Collin

Personally came before me this 23rd day of March, 2017, Raghunath Mallepalli, Member of SRK Realty Group, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Name:
Notary Public, State of Texas
My commission expires: 6-11-19

SUSAN L. SHAW
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-11-19

Drafted By: Attorney Judith Schmidt-Lehman

H:\azills\Agreements\2016\Amendment No. 2 to Cross Easement Agreement-Revisions changes accepted final JSL2-17.docx

City of De Pere, Wisconsin

Request For Plan Commission Action

MEETING DATE:	**February 26, 2024**
DEPARTMENT:	**Planning**
FROM:	**Peter Schleinz**
SUBJECT:	**Discussion to review the 2023 City of De Pere Housing Affordability Report Update.**

ATTACHMENTS:

- 02-26-24 Memo to PC - 2023 Housing Affordability Report Update (DOCX)
- 2023 Housing Affordability Report (PDF)

CITY OF DE PERE
MEMO

To: James Boyd, Mayor
Plan Commission Members
From: Peter Schleinz, Senior Planner | Zoning Administrator
Date: February 26, 2024

RE: **Discussion to review the 2023 City of De Pere Housing Affordability Report Update.**

Summary

Per the requirements of Wisconsin Act 243, all Wisconsin communities with a population greater than 10,000 were required to prepare a Housing Affordability Report for year 2018 and then update the report annually. The following document reflects the Year 2023 Update for the City of De Pere.

The intent of the document is to focus on affordable housing and improve upon the City's 2010 Comprehensive Plan. The report also helps to identify the existence of housing stock and opportunities for lower-income families.

The contents of the report, in summary include the following from year 2023:

- The number of approved residential subdivision plats, certified survey maps, condominium plats, and building permit applications. (1 plat)
- The total number of city approved new residential dwelling units proposed in all subdivision plats, certified survey maps, condominium plats, and building permit applications that were approved by the municipality in 2023. (57 units)
- An analysis of housing affordability for homeowners and renters.
- A list and map of undeveloped parcels in the city that are zoned for residential development as well as undeveloped parcels in the municipality that are suitable for, but not zoned for, residential development, including vacant sites and sites that have potential for redevelopment.

Staff Recommendation

Receive and place on file.

This is an informational item to identify that the City of De Pere Housing Affordability Report 2023 Update was placed on the City of De Pere website by the January 31, 2024, deadline.

CITY OF DE PERE

Housing Affordability Report
2023 Update

An update on De Pere's implementation of the housing element of the Comprehensive Plan

Update Completed January 31, 2024

Prepared per 2017 WI Act 243 Housing Report Requirements

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Purpose for a Housing Affordability Report 2023 Update

Wisconsin Statutes Section 66.10013 requires that municipalities with a population greater than 10,000 publish an annual housing affordability report online and the report must be updated annually. The City of De Pere, with an approximate 2023 population of 25,293, is providing the following information as part of the 2023 update:

- Number of proposed new residential dwelling units.
- An analysis of residential development regulations.
- An analysis of residential development regulations.
- A financial impact on the cost of each new subdivision.
- Ways to modify construction and development regulations, lot sizes, approval processes, and fees to meet existing and forecasted housing demand, and reduce time and cost to approve and develop a new subdivision by 20%.
- A list and map of undeveloped parcels that are suitable for, but not zoned for residential development.
- A list and map of undeveloped residential zoned parcels.

All information within the 2023 update reflects data that was collected from January 1, 2023, through December 31, 2023. The 2023 update was posted on the City of De Pere website on January 31, 2024.

Year 2023 Final Approved Residential Land Divisions and Building Permit Applications

Final Approved Residential Land Division and Building Permit Reviews

SUBDIVISION PLATS		CERTIFIED SURVEY MAPS (CSM)		CONDOMINIUM PLATS		BUILDING PERMIT APPLICATIONS	
Subdivision Name	New Residential Dwelling Units	CSM Location	New Residential Dwelling Units	Condominium Name	New Residential Dwelling Units	All Use Applications	New Residential Dwelling Units
The Kingston Preserve	34 One-Unit	-	-	-	-	445	56 One-Unit 1 two-unit 0 multi-unit
TOTAL	**34**	**NA**	**0**	**NA**	**0**	**445**	**57**

Source: Year 2023 Plan Commission reviews and Building Permit applications.

Year-End Undeveloped City Acreage Suitability for Residential Development

UNDEVELOPED CITY ACREAGE TYPE	ACRES
Zoned for Residential Development	546.12
Not zoned but Suitable for Residential Development	322.53
TOTAL	**868.65**

Source: Year 2023 City Zoning Map and GIS.

Appendix C includes a list of undeveloped parcels in the municipality that are zoned for residential development and all undeveloped parcels in the municipality that are suitable for, but not zoned for, residential development. Appendix D includes a map of the parcels referenced in Appendix C.

Analysis of Residential Development Regulations

Land Use Controls

A rewrite of Municipal Code Chapter 14 (Zoning Ordinance) became effective on January 1, 2023. The rewritten Zoning Ordinance Articles II and III modernized land use controls for residential lots, principal building siting, accessory building siting, and maximum building height. In most cases the changes included reduced lot sizes, reduced setbacks, increased accessory building sizes, and increased building heights.

The Zoning Ordinance does not have any architectural or material requirements for one-unit and two-unit dwellings. Multi-unit dwellings are subject to Zoning Ordinance Article IX (Building and Site Design) for allowed and prohibited façade materials and Zoning Ordinance Article X (Landscaping and Screening). Both articles were modernized with expanded lists and opportunities for the developer.

Site Improvement Requirements and Costs

The City of De Pere designs, bids and oversees construction of almost all public infrastructure in new residential developments including stormwater management, utilities, and roads. Sidewalks are required and are installed by the property owner or home builder. The City of De Pere had one newly approved residential subdivision in 2023 for cost calculations. The following table represents the estimates.

Average Cost for City Residential Infrastructure

TYPE	COST
Utilities, Streets, Curbs	$700 per lineal foot
Stormwater	$1,000 per lot

Source: Year 2022 City Engineering.

Costs can vary depending on the design of the subdivision and property conditions. Developers also incur additional costs including Wisconsin Public Service, engineering fees and real estate fees.

Estimated City Plat Infrastructure Costs

SUBDIVISION NAME	ACRES	ONE-UNIT LOTS	ESTIMATED COST PER LOT	AVERAGE SALE PRICE PER LOT	NOTES
The Kingston Preserve	52	34	$20,250	Not Available (Zillow.com)	All one-unit.

Source: City Development Services, Brown County GIS, Zillow.com.

Cost to Permit

The following are estimated City of De Pere rezoning, permit, park dedication, and engineering fees from the last five one-unit dwellings on vacant land. The average City cost for developing a basic 20 lot subdivision using the average of the below developer driven lots would be approximately $728,194.60.

Estimated Per-Lot Platting, Rezoning, Permit, Park Dedication, and Engineering Fees

ADDRESS	SQUARE FEET	PLATTING	REZONING	BUILDING PERMIT	PARK DEDICATION	INFRA-STRUCTURE
2524 N Stellita CI	11,361	$72.88	-	$1,300.24	$300.00	$49,097.00
1629 N Honeysuckle CI	8,927	$80.13	$1.34	$1,224.16	$300.00	$25,692.50
350 Willie Mays CI	13,230	$70.19	$1.19	$975.52	-	$35,300.00
351 Battery AV	13,230	$70.19	$1.19	$934.00	-	$35,300.00
2007 Everrett DR	8,853	$80.13	$1.34	$917.16	$300.00	$20,579.00

Source: City Development Services.

Fees and Land Dedication Requirements

The City of De Pere charges platting and/or zoning review fees and park in lieu of dedication fees for residential development. Appendix A includes a list of review and permit fees; Appendix B includes a table of collected residential fees from 2023. Land dedication requirements are outlined in Municipal Code Section 46-5 (Platting and Division of Land – Public sites and open spaces), which includes requirements for dedication of sites and payment in lieu of dedication.

Permit Procedures

Permit procedures and applications are provided in a Single and Two-Family Permit Packet that is available on the City's website. Single and Two-Family residential permit reviews are typically completed within five days of submittal. General steps are outlined in the permit packet.

Housing Demand and Development Regulations

The following information includes a summary of the impact on existing and forecasted housing demand. The information also includes ways that a developer can work with the City of De Pere and reduce time and/or costs to approve a new subdivision by up to 20%.

Subdivision approvals, timing, and savings

The creation of new one-unit lots generally occurs through the land division process. The types of land divisions are subdivision plats, certified survey maps, and condominium plats.

Subdivision Plat

Subdivision plats are reviewed in three phases, per Municipal Code Section 46-3 (Platting and Division of Land – Procedure). The phases include a pre-consultation, preliminary plat review, and final plat review.

Most subdivisions in De Pere are reviewed faster than the Municipal Code established timelines. Generally, Plan Commission reviews the preliminary plat and final plat when properly submitted 4 weeks prior to a Plan Commission meeting and Common Council reviews Plats within 8-16 days of Plan Commission reviews. This represents a 44%-67% time reduction.

Certified Survey Map (CSM)

Certified survey maps are reviewed in two phases, per Municipal Code Section 46-8 (Platting and Division of Land – Land divisions other than subdivisions). The phases include a pre-consultation and certified survey map review.

Most CSM documents in De Pere are reviewed faster than the Municipal Code Chapter 46 established timelines. Generally, Plan Commission reviews the CSM when properly submitted 4 weeks prior to a Plan Commission meeting and Common Council (if needed) reviews within 8-16 days of Plan Commission reviews. This represents a 44%-67% time reduction.

Condominium Plat

Condominium plats are reviewed in two phases, per Municipal Code Section 46-13 (Platting and Division of Land – Land divisions other than subdivisions) and Wis. Stats. §703.115. The phase includes a pre-consultation and condominium plat review.

Most condominium plats in De Pere are reviewed faster than the Wis. Stats. §703.115 established 10-day deadline. Administrative staff reviews typically take 0-2 days, representing an 80%100% time savings. To further save, The City eliminated the need for the review of the conversion of existing duplex units, which is a 100% savings for review time and a 100% savings for review fees.

Lot Size Changes and Savings with more Sellable Lots

One new subdivision was approved in 2023. Based on the last 5 one-unit detached house building permits the average lot size was 11,120 square feet and the average street frontage 92 linear feet. The sizes were developer driven; a reduction and savings in sizes to generate more saleable lots can also be developer driven, rather than City driven, by simply reducing lot sizes. See the example table below,

which compares the 2023 average developer lot sizes and street frontages to the city allowed lot sizes and street frontages for one-unit detached houses.

For the sake of simplicity when comparing, the following will be assumed for the "concept subdivisions":

- The subdivision will include the construction of a new 970-foot-long street.
- Half of the lots will be on each side of the street.
- In order to keep the street length comparable for all scenarios, any extra remaining street frontage can be used to make additional full-size lots, but insufficient width to make an extra lot will be absorbed into the costs of the remaining lots.
- Each lot will have a one-unit detached house.
- Special land dedications were not made for parks, etc.

Potential Per Lot Profit Increase when a Developer Reduces Detached House Lot Sizes

CONCEPT SUBDIVISION	PER LOT FRONTAGE	TOTAL LOTS	PER LOT FEES/INFRA-STRUCTURE	PER LOT SALE PRICE	PER LOT PROFIT	ALL LOTS PROFIT
2023 Developer Driven Average	97'	20	$34,673	$69,900 (351 Battery AV)	$35,227	$704,534
Existing R1-80 Zoning District	80'	24	$30,473	$74,000 (2531 N Stellita CI)	$43,527	$1,044,655
Existing R1-60 Zoning District	60'	32	$23,464	$50,000.00 (2909 Tipperary TR)	$26,536	$849,149
Existing R1-45 Zoning District	45'	45	$18,207	$49,240 (2007 Everrett DR)	$31,033	$1,396,502

Source: City Development Services, Brown County GIS, Zillow.com. Data for informational purposes only.

Financial Support for Residential Development

The City proactively supports residential development via a Residential Infrastructure Policy. This policy allows developers to request City-funded public infrastructure. The City funds the public infrastructure for the project and then recaptures those funds as lots develop. This dramatically reduces the capital outlay required by the developer. The City of De Pere also offers TID for mixed-use projects in the downtown that includes residential units.

Additional Potential Changes to Residential Regulations

A new Zoning Ordinance became effective on January 1, 2023. To assist in meeting existing and forecasted housing demands the new Zoning Ordinance addressed the following:

- Backyard cottages and secondary suites are permitted uses in residential districts.
- Maximum building heights are increased, and minimum lot sizes are reduced.
- Online permit submittal and payment are available.
- Along with developers, the following was promoted:

- Promote reinvestment in existing housing stock to maintain property values and strong neighborhoods.
- Promote adequate supply and mix of housing types for individuals of all life stages, physical abilities, and income levels.
- Encourage the development of additional community-based residential facilities to help care for a diverse population.
- Identify residential Smart Growth areas next to existing development to take advantage of existing utilities and public services.
- Promote traditional neighborhood design (TND) as a viable mixed-use development option.
- Develop and implement residential maintenance standards.
- Identify and utilize government programs, such as Community Development Block Grants–Housing (CDBG–Housing) and the Wisconsin Housing and Economic Development Authority (WHEDA), to improve aging residential stock.

Housing Affordability

De Pere Median One-Unit Detached House Price for Past Five Years

YEAR End	MEDIAN HOME PRICE	INCREASE / DECREASE FROM PREVIUS YEAR
2023	$339,924	+ $17,707
2022	$322,217	+ $35,874
2021	$286,343	+ $41,828
2020	$244,515	+ $21,023
2019	$223,492	-

Source: City Development Services, Zillow.com.

De Pere Average Monthly Rent by Number of Bedrooms

NUMBER OF BEDROOMS	DE PERE MONTHLY RENT	INCREASE / DECREASE FROM THE GREEN BAY METROPOLITAN AREA
Studio	$770	+ $70
1	$830	+ $80
2	$1,050	+ $100
3	$1,410	+ $140
4	$1,410	+ $140

Source: City Development Services, Bestplaces.net

In 2023, the median cost of home ownership and apartment rental went up from the previous year. Living in Green Bay, Allouez, or Ashwaubenon is less expensive than De Pere; It is more expensive to live in Bellevue, Hobart, and Suamico.

Appendix A: Building/Planning Fee Lists

PLANNING DEPARTMENT FEES

Fee Type	Current Fee (2024)
Cell Tower	$325.00
Comprehensive Plan Amendment	$500.00
Conditional Use Permit	$350.00
Condo Plat Review	$300 + (# of lots x $68) + (# of common elements x $68)
CSM Review	$375.00
Land Use Permit	$175.00
New Easement/Easement Release	$375.00
Preliminary Plat Review	$300 + (# of lots x $68)
Final Plat	$200.00
Revocable Occupany Permit (ROP)	$35.00
Right-of-way Vacation	$350.00
Short Term Rental	$350.00
Site Plan Review	$350.00
Street Name Change	$350.00
Variance Request	$175.00
Zoning Map Amendment	$350.00
Zoning Verification Letter	$75.00

2024 BUILDING DEPARTMENT FEES

Fee Type	Current Fee (2024)
Residential Building Permit - New/Add	$.12/sq ft
Commercial Tenant Build-out Permit	$.22/sq ft
Warehouses - New/Add Building Permit	$.12/sq ft
Comm/Ind/Institutional/Multi Fam - New/Add	$.22/sq ft
Comm/Ind/Institutional/Multi Fam - Alt/Rep/Rem	$12/$1,000
Residential - Alt/Rep/Rem	$10/$1,000
1-2 Family Dwelling Plan Review - New/Add	$135.00
Residential Alteration Plan Review Fee	$75.00
Multi-Fam/Comm/Ind Plan Review - New/Add	$215.00
Fire Alarm System	$75.00
Fire Suppression Sprinkler System - New/Add/Alt	$300 + $75/riser or floor
Flood Plain Development Fee	$165.00
Flood Plain Zoning Letter	$95.00
Soil Erosion Control Fee <20,000 sq ft	$95.00
Soil Erosion Control Fee >20,000 sq ft	$215.00
State UDC Permit Seal	$50.00
Residing/soffits	$75.00
Shed (<200 sq ft)	$50.00
Deck/Gazebo	$75.00
Detached Garage (>200 sq ft)	$75.00
Swimming Pool/Hot Tub/Spa	$6/every $1000
Pool Abandonment	$30.00
Canopy (installed over gas station dispensers)	$275.00
Awnings/Canopies to Exterior of Buildings	$75.00
Moving Building (<600 sq ft)	$100.00
Moving Building (>600 sq ft)	$300.00
Window/Door Replacement	$10/every $1000
Working Without a Permit	NEW FEE
Wrecking Permit (<600 sq ft)	$50.00
Wrecking Permit (>600 sq ft)	$160.00
Early Start (footings & foundation)	$160.00
Fence	$75.00
Reinspection Fee	$75.00
Renew Lapsed Permit	$75.00
Grade Permit	$85.00
Curb Cut	$35.00
Docks	$50.00
Fox River Bank Stabilization/Rip Rap	$50.00
Occupancy w/o permit or before final inspection	$125.00
Radio/Television/Wireless Communication Tower	$300.00
Bleachers/Assembly Seating	$125.00
Residential Driveway/Parking Lot	$50.00
Comm/Ind/Multi Driveway/Parking Lot	$150.00
Sign Contractor Annual License	$130.00

Sign Permit	$75.00
Sign Variance	$165.00
Payment in Lieu of Dedication - Single Family	$300.00
Payment in Lieu of Dedication - Two Family	$600.00
Payment in Lieu of Dedication - Multi Family	$130.00/bedroom
Change of Use/Occupancy/Special Inspections	$75.00
Tent Permit	$75.00
Municipal Service Fee - First violation	$75.00
Municipal Service Fee - Second Violation	$150.00
Municipal Service Fee- Third Violation	$300.00

ELECTRIC PERMIT FEES

Fee Type	Current Fee (2024)
Residential - New/Add	$.10/sq ft
Warehouses - New/Add	$.12/sq ft
Comm/Ind/Inst - New/Add	$.14/sq st
Alt/Repair/Remodel (1-30 fixtures)	$50.00
Alt/Repair/Remodel (31-60 fixtures)	$75.00
Alt/Repair/Remodel (61-90 fixtures)	$100.00
Alt/Repair/Remodel (>90 fixtures)	$125 +$.50/ea. opening >90)
Single Family Service Change	$75.00
Two Family Service Change	$75.00
Service Change (all others)	$100.00
Gas Station Pump Control Panel	&75.00
Gas Station Canopy Lights	$75.00
Gas Station Dispensers	$75.00
Illuminated Signs	$75.00
Temporary Electrical Service	$50.00
Accessory Building	$75.00
Re-inspection Fee	$75.00
Cell Tower	$100.00
Active Sub-Slab Ventilation System	$75.00
Generator/Standby Sytem	$75.00
Vehicle Charging Station	$75.00

HVAC PERMIT FEES

Fee Type	Current Fee (2024)
Residential - New/Add	$.10/sq ft
Comm/Ind/Inst/Multi Fam - New/Add	$.14/sq ft
Warehouses - HVAC/MUA/AH/VAV/RTU	$75.00/unit
Warehouses - infrared heating units	$130/unit
1-2 Family - Alt/Repair/Remodel	$7/$1,000
Multi/Comm/Ind/Inst - Alt/Rep/Rem	$8/$1,000
Furnace/Boiler Replacement	$75.00
Air Conditioner	$75.00
Fireplace	$75.00
Wood Burning Unit/Space Heater	$75.00
Geo Thermal	$75.00
Re-inspection fee	$75.00
RTU/MUA/AH	$75.00
Kitchen Hood	$100.00
Spray Booth	$100.00
VAV Unit	$75.00
Unit Heater	$75.00
Infrared Heater	$130.00

PLUMBING PERMIT FEES

Fee Type	Current Fee (2024)
Residential - New/Add/Alt	$11/fixture
Buildings Requiring State Approval (16+ fixtures)	$175 + $11/fixture
Lawn Sprinkler Systems	$75.00
Replacement Water Heater	$75.00
Cap sanitary sewer	$75.00
Sewer Lateral Connection	$125.00
Re-inspection fee	$75.00

Appendix B: City Residential Fees Collected

ITEM	FEE COLLECTED
Residential Building Permits	$59,226
Additions	$4,856
Alterations	$24,763
Plumbing related to residential	$20,921
Electrical related to residential	$29,095
HVAC related to residential	$32,406
Plat Review (preliminary)	-
Plat Review (final)	$200
CSM Review	-
Condominium Plat Review	-
Fee in lieu of Land (single-family residential)	$8,700
Fee in lieu of Land (two-family residential)	$600
Fee in lieu of Land (multi-family residential)	-
Water Meter Fee (residential)	$18,286
Sewer Connection (residential)	$12,050
TOTAL	$211,103

Source: City Development Services

Building permits for new residential dwelling units: 57

2023 City Residential Fees Divided by above-referenced residential dwelling units*: $3,703.56

*This calculation is included as part of the fee report appendix but does not accurately reflect fees per unit because many units approved in 2023 are not recorded and permitted until a later year. Some fees are paid at the time of permit, not the time of land division approval.

Appendix C: List of Undeveloped Parcels (Residential Related)

Residential Zoned Property

PARCEL NUMBER	ADDRESS	ZONING DISTRICT	ZONING DISTRICT NAME	ACRES
ED-1041	220 S ERIE ST	R2-45	Two-Unit	0.165867
ED-1119	0 S ONTARIO ST	R2-45	Two-Unit	0.175465
ED-1128-6-1	1402 HOCKERS ST	R2-60	Two-Unit	0.498477
ED-1128-6-1-A	1332 HOCKERS ST	R2-60	Two-Unit	0.214516
ED-1128-6-1-B	1175 S ERIE ST	R2-60	Two-Unit	0.215218
ED-1129-Q-41	0 MERRILL ST	R1-80	Single-Dwelling Detached	0.352656
ED-114	0 S MICHIGAN ST	R2-60	Two-Unit	0.064091
ED-1186	420 COOK ST	R1-60	Single-Dwelling Detached	0.165037
ED-1212	0 RANDALL AVE	R1-45	Single-Dwelling Detached	0.123967
ED-124-29	1501 GRACE ST BLK	R1-80	Single-Dwelling Detached	0.271698
ED-124-48-2	0 GRACE ST	R1-80	Single-Dwelling Detached	0.202021
ED-124-I-47-1	0 HOCKERS ST	R2-60	Two-Unit	0.112266
ED-124-N-62	1300 N SUMMER RANGE RD BLK	R1-80	Single-Dwelling Detached	0.470922
ED-124-N-67	1300 S SUMMER RANGE RD BLK	R1-80	Single-Dwelling Detached	0.45771
ED-124-Q-28	1644 COLONY DR	R1-80	Single-Dwelling Detached	0.271029
ED-124-S-43-2	1214 ROBIN ST	R2-60	Two-Unit	0.149745
ED-125	0 N BROADWAY ST	R1-80	Single-Dwelling Detached	1.110885
ED-131	0 N BROADWAY ST	R1-80	Single-Dwelling Detached	1.101153
ED-134	0 N BROADWAY ST	R1-80	Single-Dwelling Detached	1.529949
ED-137	0 OAKDALE AVE	R1-45	Single-Dwelling Detached	0.22383
ED-140	0 OAKDALE AVE	R1-45	Single-Dwelling Detached	0.172177
ED-141	0 OAKDALE AVE	R1-45	Single-Dwelling Detached	0.172178
ED-142	0 OAKDALE AVE	R1-45	Single-Dwelling Detached	0.086088
ED-1423-2	0 BOLLES ST	R2-60	Two-Unit	0.22373
ED-1423-25	0 BOMIER ST	R2-60	Two-Unit	0.190068
ED-1423-8	715 S SUPERIOR ST	R2-60	Two-Unit	0.400657
ED-1435-41	0 N WINNEBAGO ST	R1-60	Single-Dwelling Detached	0.199727
ED-1435-72	1301 GEORGE ST	R1-60	Single-Dwelling Detached	0.140556
ED-1442-5	1300 CHICAGO ST BLK	R1-60	Single-Dwelling Detached	0.329352
ED-1455	927 FOX RIVER DR	R1-80	Single-Dwelling Detached	0.156937
ED-156	436 RANDALL AVE	R1-45	Single-Dwelling Detached	0.229536
ED-163-2	0 N BROADWAY ST	R1-45	Single-Dwelling Detached	0.229623
ED-165	0 RANDALL AVE	R1-45	Single-Dwelling Detached	0.208163
ED-177	0 S WISCONSIN ST	R2-45	Two-Unit	0.165898
ED-181	334 S SUPERIOR ST	R2-45	Two-Unit	0.331629
ED-2	N BROADWAY ST	R1-80	Single-Dwelling Detached	0.725629

PARCEL NUMBER	ADDRESS	ZONING DISTRICT	ZONING DISTRICT NAME	ACRES
ED-20	639 N BROADWAY ST	R1-80	Single-Dwelling Detached	0.473301
ED-2001-41	1831 SADDLEBROOK LN	R1-80	Single-Dwelling Detached	0.375896
ED-21	707 N BROADWAY ST	R1-80	Single-Dwelling Detached	0.467013
ED-2436	200 OAK WATER CT	R1-80	Single-Dwelling Detached	0.414846
ED-2569	2067 OLD PLANK CT	R1-80	Single-Dwelling Detached	0.517426
ED-2570	2066 OLD PLANK CT	R1-80	Single-Dwelling Detached	0.57526
ED-2813	1232 ATRIUM CT	R2-60	Two-Unit	0.249074
ED-2818	1201 ATRIUM CT	R2-60	Two-Unit	0.281375
ED-2819	1233 ATRIUM CT	R2-60	Two-Unit	0.339283
ED-3012	3030 SCARLET OAK RD	R1-60	Single-Dwelling Detached	0.28927
ED-3014	3018 SCARLET OAK RD	R1-60	Single-Dwelling Detached	0.247935
ED-3019	2700 W SCARLET OAK CIR	R1-60	Single-Dwelling Detached	0.247935
ED-3041	635 DIVERSITY DR	R2-60	Two-Unit	0.372019
ED-3053	2562 E SCARLET OAK CIR	R1-60	Single-Dwelling Detached	0.340054
ED-345	600 N WISCONSIN ST BLK	R1-60	Single-Dwelling Detached	0.296565
ED-347	0 N WISCONSIN ST	R1-60	Single-Dwelling Detached	0.296581
ED-367	0 N HURON ST	R1-60	Single-Dwelling Detached	0.192443
ED-371-A-45	0 N FOX CROFT DR	R1-80	Single-Dwelling Detached	0.414914
ED-387	0 FRONT ST	R1-80	Single-Dwelling Detached	0.239144
ED-404	0 FULTON ST	R1-60	Single-Dwelling Detached	0.20005
ED-410	N WISCONSIN ST	R2-45	Two-Unit	0.19361
ED-423-1	432 N BROADWAY ST	R2-45	Two-Unit	0.218957
ED-439	502 N WISCONSIN ST	R2-45	Two-Unit	0.193668
ED-537	910 FRANKLIN ST	R2-45	Two-Unit	0.083504
ED-582-10	828 N WEBSTER AVE BLK	R1-60	Single-Dwelling Detached	0.256448
ED-582-N-26	0 RIDGEWAY BLVD	R1-60	Single-Dwelling Detached	0.286807
ED-6	726 N BROADWAY ST	R1-60	Single-Dwelling Detached	0.23699
ED-639-2	0 S WEBSTER AVE	R1-80	Single-Dwelling Detached	0.308508
ED-83	0 FOX RIVER DR	R1-60	Single-Dwelling Detached	0.195557
ED-D483-2-1	0 LEDGEVIEW RD RR	R1-80	Single-Dwelling Detached	0.372688
ED-D483-2-2	0 LEDGEVIEW RD RR	R1-80	Single-Dwelling Detached	0.732705
ED-F0123	0 OLD PLANK RD	R1-80	Single-Dwelling Detached	1.283573
ED-F0124	0 STH 32-57	R1-80	Single-Dwelling Detached	4.262076
ED-R20	0 CTH PP	R1-80	Single-Dwelling Detached	20.789483
ED-R29	3100 RYAN RD BLK	R1-80	Single-Dwelling Detached	21.631496
ED-R43-1	0 ROCKLAND RD	R1-60	Single-Dwelling Detached	17.629171
ED-R44	0 ROCKLAND RD	R1-60	Single-Dwelling Detached	14.613033
ED-R46-1	3352 OLD JANSSEN TRL	R1-60	Single-Dwelling Detached	10.0628
ED-R52-2	0 STH 57	R1-60	Single-Dwelling Detached	14.736229
ED-R52-3	0 OLD PLANK RD	R1-60	Single-Dwelling Detached	14.249449

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ED-R53-2	0 OLD JANSSEN TRL	R1-60	Single-Dwelling Detached	20.365314
ED-R53-3	OLD JANSSEN TRL	R1-60	Single-Dwelling Detached	11.3534
ED-R54-1	0 STH 57	R1-60	Single-Dwelling Detached	11.931512
ED-R54-2	0 STH 57	R1-60	Single-Dwelling Detached	3.121312
ED-R60	3234 OLD JANSSEN TRL	R1-60	Single-Dwelling Detached	31.381755
ED-R61	0 OLD MARTIN RD	R1-60	Single-Dwelling Detached	36.553287
ED-R65-1	0 NEW PLANK RD	R1-60	Single-Dwelling Detached	8.91126
WD-1004	421 S NINTH ST	R1-80	Single-Dwelling Detached	0.253762
WD-102	645 GRANT ST	R2-45	Two-Unit	0.140581
WD-1023	422 S NINTH ST	R2-60	Two-Unit	0.287864
WD-1030-6	1510 N HONEYSUCKLE CIR	R1-80	Single-Dwelling Detached	0.658161
WD-1037	2186 LOST DAUPHIN RD	R1-80	Single-Dwelling Detached	1.141223
WD-1038	2180 LOST DAUPHIN RD	R1-80	Single-Dwelling Detached	0.543379
WD-1039	0 LOST DAUPHIN RD	R1-80	Single-Dwelling Detached	0.617622
WD-119-5	0 FRIENDSHIP LN	R2-45	Two-Unit	0.083238
WD-122-2	0 FRIENDSHIP LN	R2-45	Two-Unit	0.230503
WD-123-1	0 FRIENDSHIP LN	R2-60	Two-Unit	0.310633
WD-123-4	0 FRIENDSHIP LN	R2-60	Two-Unit	0.797597
WD-128-1-1	0 MARTIN ST	R2-45	Two-Unit	0.162335
WD-136-1	1041 S SEVENTH ST	R2-60	Two-Unit	0.322995
WD-136-2	1031 S SEVENTH ST	R2-60	Two-Unit	0.329974
WD-136-3	1025 S SEVENTH ST	R2-60	Two-Unit	0.331274
WD-1364	0 RED TAIL GLEN	R1-80	Single-Dwelling Detached	0.214174
WD-136-4	1019 S SEVENTH ST	R2-45	Two-Unit	0.331348
WD-1387	1951 SNOWY OWL CT	R1-60	Single-Dwelling Detached	1.086916
WD-1388	1952 SNOWY OWL CT	R1-60	Single-Dwelling Detached	1.61176
WD-144	514 LANDE ST	R2-60	Two-Unit	0.759284
WD-145	500 LANDE ST BLK	R2-60	Two-Unit	2.628515
WD-1544	2218 RYGAR CT	R2-60	Two-Unit	0.290898
WD-1601	2293 GLEN MEADOWS CIR	R2-60	Two-Unit	0.400872
WD-1607	2269 GLEN MEADOWS CIR	R2-60	Two-Unit	0.282313
WD-1609	2257 GLEN MEADOWS CIR	R2-60	Two-Unit	0.370241
WD-175-2	0 MEMORY LN	R2-60	Two-Unit	0.096796
WD-1942	2493 LAWRENCE DR	R1-60	Single-Dwelling Detached	0.263429
WD-1943	2497 LAWRENCE DR	R1-60	Single-Dwelling Detached	0.263428
WD-1944	2501 LAWRENCE DR	R1-60	Single-Dwelling Detached	0.263427
WD-1945	2505 LAWRENCE DR	R1-60	Single-Dwelling Detached	0.263426
WD-1946	2509 LAWRENCE DR	R1-60	Single-Dwelling Detached	0.263426
WD-1950	2525-2527 LAWRENCE DR	R2-60	Two-Unit	0.351865
WD-1952	1784-1786 GARROMAN DR	R2-60	Two-Unit	0.280325

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WD-1955	1768-1770 GARROMAN DR	R2-60	Two-Unit	0.280385
WD-1956	1762-1764 GARROMAN DR	R2-60	Two-Unit	0.357408
WD-1960	2524 KILRUSH RD	R1-60	Single-Dwelling Detached	0.38677
WD-1961	2520 KILRUSH RD	R1-60	Single-Dwelling Detached	0.572761
WD-1968	2492 KILRUSH RD	R1-60	Single-Dwelling Detached	0.263431
WD-1970	2489 KILRUSH RD	R1-60	Single-Dwelling Detached	0.263431
WD-1971	2493 KILRUSH RD	R1-60	Single-Dwelling Detached	0.263431
WD-197-1	1131 LOST DAUPHIN RD	R1-80	Single-Dwelling Detached	0.355438
WD-1974	2505 KILRUSH RD	R1-60	Single-Dwelling Detached	0.301829
WD-1975	2509 KILRUSH RD	R1-60	Single-Dwelling Detached	0.330842
WD-2040	2164 FOX POINT CIR	R1-80	Single-Dwelling Detached	0.483509
WD-2047	2134 FOX POINT CIR	R1-80	Single-Dwelling Detached	0.388279
WD-2059	2169 FOX POINT CIR	R1-80	Single-Dwelling Detached	0.610745
WD-2060	2173 FOX POINT CIR	R1-80	Single-Dwelling Detached	0.668308
WD-2065	2217 FOX POINT CT	R1-80	Single-Dwelling Detached	0.473815
WD-2066	2218 FOX POINT CT	R1-80	Single-Dwelling Detached	0.513048
WD-2069	2200 FOX POINT CT	R1-80	Single-Dwelling Detached	0.587461
WD-207-2-1	0 PATRIOT WAY RR	R2-60	Two-Unit	0.559169
WD-2087	2400 CREEKSEDGE WAY	R1-60	Single-Dwelling Detached	0.253682
WD-2088	2406 CREEKSEDGE WAY	R1-60	Single-Dwelling Detached	0.246882
WD-2089	2412 CREEKSEDGE WAY	R1-60	Single-Dwelling Detached	0.24688
WD-2090	2418 CREEKSEDGE WAY	R1-60	Single-Dwelling Detached	0.246881
WD-2091	2424 CREEKSEDGE WAY	R1-60	Single-Dwelling Detached	0.440236
WD-2092	2599 N STELLITA CIR	R1-60	Single-Dwelling Detached	1.773819
WD-2093	2595 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.437812
WD-2094	2589 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.428695
WD-2095	2583 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.319125
WD-2096	2530 MEYER WAY	R1-60	Single-Dwelling Detached	0.350666
WD-2097	2536 MEYER WAY	R1-60	Single-Dwelling Detached	0.860183
WD-2098	2540 MEYER WAY	R1-60	Single-Dwelling Detached	0.857268
WD-2099	2546 MEYER WAY	R1-60	Single-Dwelling Detached	0.291101
WD-2100	2552 MEYER WAY	R1-60	Single-Dwelling Detached	0.300448
WD-2101	2558 MEYER WAY	R1-60	Single-Dwelling Detached	0.300752
WD-2102	2564 MEYER WAY	R1-60	Single-Dwelling Detached	0.401791
WD-2103	2570 MEYER WAY	R1-60	Single-Dwelling Detached	0.41001
WD-2104	2576 MEYER WAY	R1-60	Single-Dwelling Detached	0.414858
WD-2105	2575 MEYER WAY	R1-60	Single-Dwelling Detached	0.546331
WD-2106	2571 MEYER WAY	R1-60	Single-Dwelling Detached	0.546789
WD-2107	2567 MEYER WAY	R1-60	Single-Dwelling Detached	0.533196
WD-2108	2591 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.568732

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WD-210-8	0 LOST DAUPHIN RD	R1-80	Single-Dwelling Detached	0.447214
WD-2109	2585 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.317901
WD-2110	2579 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.253906
WD-2111	2573 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.241028
WD-2112	2567 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.241029
WD-2113	2561 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.241029
WD-2114	2555 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.241029
WD-2115	2549 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.24103
WD-2116	2543 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.24103
WD-2117	2537 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.241031
WD-2118	2531 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.24103
WD-2119	2525 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.24103
WD-2120	2519 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.241081
WD-2121	2513 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.332292
WD-2122	2507 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.405212
WD-2123	2501 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.293682
WD-2124	2500 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.335526
WD-2125	2504 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.451098
WD-2126	2512 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.583556
WD-2127	2518 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.341793
WD-2128	2524 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.260725
WD-2129	2528 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.22663
WD-2130	2534 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.254413
WD-2131	2542 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.26482
WD-2132	2548 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.26482
WD-2133	2556 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.281713
WD-2134	2564 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.299739
WD-2135	2572 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.278768
WD-2136	2578 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.274527
WD-2137	2580 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.312919
WD-2138	2584 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.42881
WD-2139	2586 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.418759
WD-2140	2590 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.347884
WD-2141	2596 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.308143
WD-2142	2421 CREEKSEDGE WAY	R1-60	Single-Dwelling Detached	0.417019
WD-2143	2405 CREEKSEDGE WAY	R1-60	Single-Dwelling Detached	0.372325
WD-2144	2429 ADRIENNE CT	R1-60	Single-Dwelling Detached	0.355958
WD-2145	2423 ADRIENNE CT	R1-60	Single-Dwelling Detached	0.477008
WD-2146	2417 ADRIENNE CT	R1-60	Single-Dwelling Detached	0.659701
WD-2147	2420 ADRIENNE CT	R1-60	Single-Dwelling Detached	0.839988

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WD-2148	2426 ADRIENNE CT	R1-60	Single-Dwelling Detached	0.436956
WD-2149	2432 ADRIENNE CT	R1-60	Single-Dwelling Detached	0.2789
WD-2150	2438 ADRIENNE CT	R1-60	Single-Dwelling Detached	0.372119
WD-2151	2529 MEYER WAY	R1-60	Single-Dwelling Detached	0.363486
WD-2152	2535 MEYER WAY	R1-60	Single-Dwelling Detached	0.241149
WD-2153	2541 MEYER WAY	R1-60	Single-Dwelling Detached	0.236096
WD-2154	2547 MEYER WAY	R1-60	Single-Dwelling Detached	0.261019
WD-2155	2553 MEYER WAY	R1-60	Single-Dwelling Detached	0.346715
WD-2156	2559 MEYER WAY	R1-60	Single-Dwelling Detached	0.251313
WD-2157	2563 MEYER WAY	R1-60	Single-Dwelling Detached	0.371864
WD-215-7	1016 STEVENS ST	R1-80	Single-Dwelling Detached	0.236619
WD-2158	2582 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.229553
WD-2159	2576 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.229554
WD-2160	2570 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.238994
WD-2161	2562 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.246771
WD-2162	2554 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.246771
WD-2163	2546 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.246771
WD-2164	2538 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.246771
WD-2165	2530 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.246771
WD-2166	2522 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.24677
WD-2167	2514 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.24677
WD-2168	2506 S STELLITA CIR	R1-60	Single-Dwelling Detached	0.355895
WD-2169	2503 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.449466
WD-2170	2513 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.322478
WD-2171	2521 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.388312
WD-2172	2529 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.49504
WD-2174	2541 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.371328
WD-2175	2509 BEASLE CT	R1-60	Single-Dwelling Detached	0.296318
WD-2176	2515 BEASLE CT	R1-60	Single-Dwelling Detached	0.462842
WD-2177	2521 BEASLE CT	R1-60	Single-Dwelling Detached	0.318648
WD-2178	2520 BEASLE CT	R1-60	Single-Dwelling Detached	0.420457
WD-2179	2514 BEASLE CT	R1-60	Single-Dwelling Detached	0.34081
WD-2180	2508 BEASLE CT	R1-60	Single-Dwelling Detached	0.34898
WD-2181	2502 BEASLE CT	R1-60	Single-Dwelling Detached	0.287635
WD-2182	2563 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.228213
WD-2183	2571 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.229571
WD-253-H-116	1697 PATRIOT WAY	R2-60	Two-Unit	0.29496
WD-253-H-71	1711 PATRIOT WAY	R2-60	Two-Unit	0.306142
WD-256	0 LOST DAUPHIN RD	R1-45	Single-Dwelling Detached	0.217166
WD-266	0 PROSPECT PL	R1-80	Single-Dwelling Detached	0.358127

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WD-332	660 REID ST	R1-45	Single-Dwelling Detached	0.166456
WD-2173	2535 N STELLITA CIR	R1-60	Single-Dwelling Detached	0.302392
WD-425	0 N SIXTH ST	R1-45	Single-Dwelling Detached	0.144044
WD-459	711 PINE ST	R1-45	Single-Dwelling Detached	0.143482
WD-462	PINE ST	R1-45	Single-Dwelling Detached	0.143481
WD-463-1	731 PINE ST	R1-45	Single-Dwelling Detached	0.143482
WD-478-1	747 ELM ST	R1-45	Single-Dwelling Detached	0.215222
WD-484	306 FORT HOWARD AVE	R1-45	Single-Dwelling Detached	0.154403
WD-502	412 N SIXTH ST	R1-45	Single-Dwelling Detached	0.351226
WD-551	823 PINE ST	R1-45	Single-Dwelling Detached	0.143722
WD-553-1	0 PINE ST	R1-45	Single-Dwelling Detached	0.143722
WD-596-2	0 SPRUCE ST	R1-45	Single-Dwelling Detached	0.14371
WD-597-2	835 ASH ST	R1-45	Single-Dwelling Detached	0.215565
WD-6	0 HELENA ST	R2-45	Two-Unit	0.188131
WD-708-J-10	0 FRIENDSHIP LN	R2-60	Two-Unit	0.242287
WD-708-J-11	0 FRIENDSHIP LN	R2-60	Two-Unit	0.247013
WD-708-J-12	0 FRIENDSHIP LN	R2-60	Two-Unit	0.241674
WD-708-J-14	0 FRIENDSHIP LN	R2-60	Two-Unit	0.229525
WD-708-J-235	966 ALDRIN ST	R2-60	Two-Unit	0.471814
WD-708-J-7	0 OUTWARD AVE	R2-60	Two-Unit	0.245307
WD-712	906 CEDAR ST	RM-1	Multi-Unit Districts	0.50271
WD-713	0 ELM ST	RM-1	Multi-Unit Districts	0.746605
WD-720-2	0 N NINTH ST	R1-80	Single-Dwelling Detached	0.971243
WD-723-17	1527 FOX RIDGE CT	R1-80	Single-Dwelling Detached	0.910736
WD-723-20	1501 FOX RIDGE CT	R1-80	Single-Dwelling Detached	1.118173
WD-726-V-4	0 MEADOW VIEW LN BLK	R1-80	Single-Dwelling Detached	0.27361
WD-734	0 LANDE ST	R2-60	Two-Unit	0.603886
WD-735	0 LANDE ST	R2-60	Two-Unit	0.190138
WD-736	0 LANDE ST	R2-60	Two-Unit	0.380275
WD-746	0 LANDE ST	R2-60	Two-Unit	0.163461
WD-746-D-82	1234 CARMEN CT	R1-80	Single-Dwelling Detached	0.34259
WD-758-L-200	1023 AMHART DR	R1-60	Single-Dwelling Detached	0.191911
WD-76	0 FOXVIEW AVE	R1-45	Single-Dwelling Detached	0.991022
WD-77-2	0 FORT HOWARD AVE	R1-45	Single-Dwelling Detached	0.521956
WD-792-3-1	0 FORT HOWARD AVE	R1-45	Single-Dwelling Detached	0.182712
WD-792-9	500 DUNNING DR BK	R1-45	Single-Dwelling Detached	0.203173
WD-792-G-41	0 MONTEREY TRL	R1-80	Single-Dwelling Detached	0.088416
WD-792-G-42	0 MONTEREY TRL	R1-80	Single-Dwelling Detached	0.217544
WD-792-G-48	0 OUTWARD AVE	R1-80	Single-Dwelling Detached	0.098163
WD-792-G-49	0 OUTWARD AVE	R1-80	Single-Dwelling Detached	0.219525

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WD-792-G-50	1286 OUTWARD AVE	R1-80	Single-Dwelling Detached	0.415566
WD-792-G-87	1291 DRIFTWOOD DR	R1-80	Single-Dwelling Detached	0.237848
WD-792-G-98	1214 S SEVENTH ST	R1-80	Single-Dwelling Detached	0.452943
WD-807-1	600 FAIRVIEW AVE BLK	R1-45	Single-Dwelling Detached	0.242966
WD-813	649 FAIRVIEW AVE	R1-45	Single-Dwelling Detached	0.143483
WD-816	667 FAIRVIEW AVE	R1-45	Single-Dwelling Detached	0.143481
WD-835	600 RIVER AVE BLK	R1-45	Single-Dwelling Detached	0.152468
WD-86-5	850 MORNING GLORY LN	RM-2	Multi-Unit Districts	6.06207
WD-883-T-23	1002 COUNTRYSIDE DR	R1-80	Single-Dwelling Detached	0.36671
WD-D0075-1	0 LOST DAUPHIN RD	RM-2	Multi-Unit Districts	1.120981
WD-D0075-2	0 LOST DAUPHIN RD	RM-2	Multi-Unit Districts	16.949546
WD-D0079-11	1200 RED MAPLE RD BLK	RM-2	Multi-Unit Districts	9.775872
WD-D0105	0 RED MAPLE RD	R1-80	Single-Dwelling Detached	0.219004
WD-L437-12	0 LEMON LN	R1-60	Single-Dwelling Detached	0.826648
WD-L438	1986 CREAMERY RD	R1-60	Single-Dwelling Detached	1.083378
WD-L438-5	1984 CREAMERY RD	R1-60	Single-Dwelling Detached	6.478987
WD-L438-6	0 CREAMERY RD	R1-60	Single-Dwelling Detached	0.544653
WD-L438-8	0 CREAMERY RD RR	R1-60	Single-Dwelling Detached	2.979118
WD-L500-1	0 LOST DAUPHIN RD	R1-60	Single-Dwelling Detached	17.129364
WD-L505-1	0 LOST DAUPHIN RD	R1-60	Single-Dwelling Detached	17.208838
WD-VA458	CEDAR ST RR	RM-2	Multi-Unit Districts	2.746002
ED-1164-R-32-2	0 RIDGEWAY DR	RM-2	Multi-Unit Districts	5.570202
ED-1303	611 GLENWOOD AVE	R1-45	Single-Dwelling Detached	0.314515
ED-18-51	0 WILLIAM ST	RM-2	Multi-Unit Districts	0.261626
ED-18-66	0 ARBOR CT	RM-2	Multi-Unit Districts	0.333777
ED-2226	741 EAST RIVER DR	R1-80	Single-Dwelling Detached	0.278927
ED-2474	2082 RUSHWAY CIR	R1-45	Single-Dwelling Detached	0.145418
ED-2498	2113 YAHARA CIR	R1-80	Single-Dwelling Detached	1.014915
ED-2510	2193 YAHARA CIR	R1-80	Single-Dwelling Detached	0.333252
ED-2525	2150 CHARLES ST	R1-80	Single-Dwelling Detached	0.491744
ED-2528	619 BLACK EARTH DR	R1-80	Single-Dwelling Detached	0.49498
ED-2535	673 BLACK EARTH DR	R1-80	Single-Dwelling Detached	0.271666
ED-2763	814 ROTH RD	R1-60	Single-Dwelling Detached	0.211204
ED-2917	942 TRAILSIDE CT	R1-80	Single-Dwelling Detached	0.295862
ED-R49	0 OLD PLANK RD	R1-60	Single-Dwelling Detached	31.294291
ED-R49-1	0 STH 32-57	R1-60	Single-Dwelling Detached	9.176584
ED-R50-1	0 OLD PLANK RD	R1-60	Single-Dwelling Detached	8.572723
WD-1102	1410 S CARRINGTON LN	R2-60	Two-Unit	0.278927
WD-1239	2373 DAYTONA SPEEDWAY	R1-45	Single-Dwelling Detached	0.156512
WD-1490	1725 BURGOYNE CT	R2-60	Two-Unit	0.479136

PARCEL NUMBER	ADDRESS	ZONING DISTRICT	ZONING DISTRICT NAME	ACRES
WD-1492	1743 BURGOYNE CT	R2-60	Two-Unit	0.309938
WD-1694	2475 LAWRENCE DR	R1-60	Single-Dwelling Detached	0.248276
WD-1696	2463 LAWRENCE DR	R1-60	Single-Dwelling Detached	0.248277
WD-1736	2406 KILRUSH RD	R1-60	Single-Dwelling Detached	0.581763
WD-1862	1745 MAXWELL CT	R2-60	Two-Unit	0.463118
WD-1863	1753 MAXWELL CT	R2-60	Two-Unit	0.321808
WD-1987	2475 TIPPERARY TRL	R1-60	Single-Dwelling Detached	0.36661
WD-1988	2481 TIPPERARY TRL	R1-60	Single-Dwelling Detached	0.324786
WD-1989	2487 TIPPERARY TRL	R1-60	Single-Dwelling Detached	0.3195
WD-1990	2493 TIPPERARY TRL	R1-60	Single-Dwelling Detached	0.284179
WD-1991	2501 TIPPERARY TRL	R1-60	Single-Dwelling Detached	0.31624
WD-1992	2505 TIPPERARY TRL	R1-60	Single-Dwelling Detached	0.202043
WD-1993	2509 TIPPERARY TRL	R1-60	Single-Dwelling Detached	0.200872
WD-1994	2513 TIPPERARY TRL	R1-60	Single-Dwelling Detached	0.200874
WD-1999	2533 TIPPERARY TRL	R1-60	Single-Dwelling Detached	0.200872
WD-2000	2537 TIPPERARY TRL	R1-60	Single-Dwelling Detached	0.337206
WD-2001	1754 GARROMAN DR	R1-60	Single-Dwelling Detached	0.337206
WD-2004	2526 TIPPERARY TRL	R1-60	Single-Dwelling Detached	0.200872
WD-2005	2522 TIPPERARY TRL	R1-60	Single-Dwelling Detached	0.200874
WD-2006	2518 TIPPERARY TRL	R1-60	Single-Dwelling Detached	0.200873
WD-2007	2514 TIPPERARY TRL	R1-60	Single-Dwelling Detached	0.200873
WD-2008	2510 TIPPERARY TRL	R1-60	Single-Dwelling Detached	0.200874
WD-2009	2506 TIPPERARY TRL	R1-60	Single-Dwelling Detached	0.2824
WD-2010	2474 TIPPERARY TRL	R1-60	Single-Dwelling Detached	0.277281
WD-699-E-1	0 ERICKSON WAY	R2-60	Two-Unit	1.626487
WD-D0217-3-1	0 S NINTH ST	RM-2	Multi-Unit Districts	0.097233
ED-2832	845 KILLARNY TRL	R2-60	Two-Unit	0.229566
ED-2833	847 KILLARNY TRL	R2-60	Two-Unit	0.229566
ED-371-C-612	445 N GOOD HOPE RD 3	RM-1	Multi-Unit Districts	1.55751
ED-371-C-613	445 N GOOD HOPE RD 4	RM-1	Multi-Unit Districts	1.55751
WD-2186	2500 MEADOW ROSE LN	R1-80	Single-Dwelling Detached	0.456532
WD-2187	2508 MEADOW ROSE LN	R1-80	Single-Dwelling Detached	0.402814
WD-2188	2516-2518 MEADOW ROSE LN	RM-1	Multi-Unit Districts	0.369512
WD-2189	2524-2526 MEADOW ROSE LN	RM-1	Multi-Unit Districts	0.368427
WD-2190	2532-2534 MEADOW ROSE LN	RM-1	Multi-Unit Districts	0.368426
WD-2191	2540-2542 MEADOW ROSE LN	RM-1	Multi-Unit Districts	0.368422
WD-2192	2548-2550 MEADOW ROSE LN	RM-1	Multi-Unit Districts	0.368421
WD-2193	2556-2558 MEADOW ROSE LN	RM-1	Multi-Unit Districts	0.368419
WD-2194	2564-2566 MEADOW ROSE LN	RM-1	Multi-Unit Districts	0.368416
WD-2195	2572-2574 MEADOW ROSE LN	RM-1	Multi-Unit Districts	0.36955

PARCEL NUMBER	ADDRESS	ZONING DISTRICT	ZONING DISTRICT NAME	ACRES
WD-2196	2580-2582 MEADOW ROSE LN	RM-1	Multi-Unit Districts	0.49129
WD-2197	410-416 WILLIE MAYS CIR	RM-2	Multi-Unit Districts	4.926932
WD-2198	399 BATTERY AVE	R1-80	Single-Dwelling Detached	0.30372
WD-2199	385 BATTERY AVE	R1-80	Single-Dwelling Detached	0.30372
WD-2200	375 BATTERY AVE	R1-80	Single-Dwelling Detached	0.303721
WD-2201	374 WILLIE MAYS CIR	R1-80	Single-Dwelling Detached	0.30372
WD-2202	386 WILLIE MAYS CIR	R1-80	Single-Dwelling Detached	0.304693
WD-2203	398 WILLIE MAYS CIR	R1-80	Single-Dwelling Detached	0.386008
WD-2204	363 BATTERY AVE	R1-80	Single-Dwelling Detached	0.303719
WD-2205	351 BATTERY AVE	R1-80	Single-Dwelling Detached	0.30372
WD-2206	343 BATTERY AVE	R1-80	Single-Dwelling Detached	0.30372
WD-2207	337 BATTERY AVE	R1-80	Single-Dwelling Detached	0.30372
WD-2208	329 BATTERY AVE	R1-80	Single-Dwelling Detached	0.303719
WD-2209	315 BATTERY AVE	R1-80	Single-Dwelling Detached	0.30372
WD-2210	305 BATTERY AVE	R1-80	Single-Dwelling Detached	0.414637
WD-2211	302 WILLIE MAYS CIR	R1-80	Single-Dwelling Detached	0.393642
WD-2212	310 WILLIE MAYS CIR	R1-80	Single-Dwelling Detached	0.303721
WD-2213	322 WILLIE MAYS CIR	R1-80	Single-Dwelling Detached	0.30372
WD-2214	338 WILLIE MAYS CIR	R1-80	Single-Dwelling Detached	0.303721
WD-2215	344 WILLIE MAYS CIR	R1-80	Single-Dwelling Detached	0.303721
WD-2216	350 WILLIE MAYS CIR	R1-80	Single-Dwelling Detached	0.303721
WD-2217	362 WILLIE MAYS CIR	R1-80	Single-Dwelling Detached	0.302228
WD-2218	389 WILLIE MAYS CIR	R1-80	Single-Dwelling Detached	0.35706
WD-2219	377 WILLIE MAYS CIR	R1-80	Single-Dwelling Detached	0.303719
WD-2220	365 WILLIE MAYS CIR	R1-80	Single-Dwelling Detached	0.30372
WD-2221	353 WILLIE MAYS CIR	R1-80	Single-Dwelling Detached	0.30372
WD-2222	345 WILLIE MAYS CIR	R1-80	Single-Dwelling Detached	0.30372
WD-2223	303 BROOKLINE AVE	R1-80	Single-Dwelling Detached	0.492075
WD-2224	311 BROOKLINE AVE	R1-80	Single-Dwelling Detached	0.65209
WD-2225	321 BROOKLINE AVE	R1-80	Single-Dwelling Detached	0.378666
WD-2226	329 BROOKLINE AVE	R1-80	Single-Dwelling Detached	0.309918
WD-2227	335 BROOKLINE AVE	R1-80	Single-Dwelling Detached	0.309919
WD-2228	347 BROOKLINE AVE	R1-80	Single-Dwelling Detached	0.309919
WD-2229	355 BROOKLINE AVE	R1-80	Single-Dwelling Detached	0.308426
WD-2230	360 BATTERY AVE	R1-80	Single-Dwelling Detached	0.34091
WD-2231	348 BATTERY AVE	R1-80	Single-Dwelling Detached	0.340911
WD-2232	336 BATTERY AVE	R1-80	Single-Dwelling Detached	0.340911
WD-2233	328 BATTERY AVE	R1-80	Single-Dwelling Detached	0.340911
WD-2234	312 BATTERY AVE	R1-80	Single-Dwelling Detached	0.34181
WD-2235	304 BATTERY AVE	R1-80	Single-Dwelling Detached	0.426965

PARCEL NUMBER	ADDRESS	ZONING DISTRICT	ZONING DISTRICT NAME	ACRES
WD-2236	372 BATTERY AVE	R1-80	Single-Dwelling Detached	0.308427
WD-2237	384 BATTERY AVE	R1-80	Single-Dwelling Detached	0.309918
WD-2238	396 BATTERY AVE	R1-80	Single-Dwelling Detached	0.30992
WD-2239	400 BATTERY AVE	R1-80	Single-Dwelling Detached	0.309918
WD-2240	410 BATTERY AVE	R1-80	Single-Dwelling Detached	0.347762
WD-2241	413 BROOKLINE AVE	R1-80	Single-Dwelling Detached	0.371194
WD-2242	403 BROOKLINE AVE	R1-80	Single-Dwelling Detached	0.309918
WD-2243	385 BROOKLINE AVE	R1-80	Single-Dwelling Detached	0.309919
WD-2244	373 BROOKLINE AVE	R1-80	Single-Dwelling Detached	0.309919
WD-2245	363 BROOKLINE AVE	R1-80	Single-Dwelling Detached	0.309919
WD-2246	302 LANSDOWNE ST	R1-80	Single-Dwelling Detached	0.550833
WD-2247	310 LANSDOWNE ST	R1-80	Single-Dwelling Detached	0.768367
WD-2248	322 LANSDOWNE ST	R1-80	Single-Dwelling Detached	0.416212
WD-2249	334 LANSDOWNE ST	R1-80	Single-Dwelling Detached	0.33136
WD-2250	346 LANSDOWNE ST	R1-80	Single-Dwelling Detached	0.328874
WD-2251	358 LANSDOWNE ST	R1-80	Single-Dwelling Detached	0.326419
WD-2252	366 LANSDOWNE ST	R1-80	Single-Dwelling Detached	0.323934
WD-2253	374 LANSDOWNE ST	R1-80	Single-Dwelling Detached	0.319922
WD-2254	373 ADDISON ST	R1-80	Single-Dwelling Detached	0.319902
WD-2255	365 ADDISON ST	R1-80	Single-Dwelling Detached	0.323863
WD-2256	353 ADDISON ST	R1-80	Single-Dwelling Detached	0.326299
WD-2257	345 ADDISON ST	R1-80	Single-Dwelling Detached	0.328703
WD-2258	337 ADDISON ST	R1-80	Single-Dwelling Detached	0.331139
WD-2259	325 ADDISON ST	R1-80	Single-Dwelling Detached	0.333573
WD-2260	313 ADDISON ST	R1-80	Single-Dwelling Detached	0.336009
WD-2261	301 ADDISON ST	R1-80	Single-Dwelling Detached	0.440388
WD-2262	386 LANSDOWNE ST	R1-80	Single-Dwelling Detached	0.318825
WD-2263	400 LANSDOWNE ST	R1-80	Single-Dwelling Detached	0.31639
WD-2264	408 LANSDOWNE ST	R1-80	Single-Dwelling Detached	0.313989
WD-2265	416 LANSDOWNE ST	R1-80	Single-Dwelling Detached	0.371373
WD-2266	419 ADDISON ST	R1-80	Single-Dwelling Detached	0.364825
WD-2267	413 ADDISON ST	R1-80	Single-Dwelling Detached	0.313822
WD-2268	401 ADDISON ST	R1-80	Single-Dwelling Detached	0.316277
WD-2269	385 ADDISON ST	R1-80	Single-Dwelling Detached	0.318767
WD-2270	300 ADDISON ST	R1-80	Single-Dwelling Detached	0.405595
WD-2271	312 ADDISON ST	R1-80	Single-Dwelling Detached	0.331841
WD-2272	324 ADDISON ST	R1-80	Single-Dwelling Detached	0.338461
WD-2273	348 ADDISON ST	R1-80	Single-Dwelling Detached	0.358319
WD-2274	360 ADDISON ST	R1-80	Single-Dwelling Detached	0.364938
WD-2275	372 ADDISON ST	R1-80	Single-Dwelling Detached	0.371556

PARCEL NUMBER	ADDRESS	ZONING DISTRICT	ZONING DISTRICT NAME	ACRES
WD-2276	384 ADDISON ST	R1-80	Single-Dwelling Detached	0.366466
WD-2277	400 ADDISON ST	R1-80	Single-Dwelling Detached	0.346722
WD-2278	412 ADDISON ST	R1-80	Single-Dwelling Detached	0.405432
WD-2279	417 LANSDOWNE ST	R1-80	Single-Dwelling Detached	0.404262
WD-2280	405 LANSDOWNE ST	R1-80	Single-Dwelling Detached	0.337812
WD-2281	387 LANSDOWNE ST	R1-80	Single-Dwelling Detached	0.337811
WD-2282	380 BROOKLINE AVE	R1-80	Single-Dwelling Detached	0.33781
WD-2283	400 BROOKLINE AVE	R1-80	Single-Dwelling Detached	0.337812
WD-2284	412 BROOKLINE AVE	R1-80	Single-Dwelling Detached	0.404261
WD-2285	347 LANSDOWNE ST	R1-80	Single-Dwelling Detached	0.325414
WD-2286	335 LANSDOWNE ST	R1-80	Single-Dwelling Detached	0.325414
WD-2287	323 LANSDOWNE ST	R1-80	Single-Dwelling Detached	0.435594
WD-2288	320 BROOKLINE AVE	R1-80	Single-Dwelling Detached	0.435592
WD-2289	328 BROOKLINE AVE	R1-80	Single-Dwelling Detached	0.325414
WD-2290	334 BROOKLINE AVE	R1-80	Single-Dwelling Detached	0.325414
WD-2291	WILLIE MAYS CIR	R1-80	Single-Dwelling Detached	0.961102
WD-2297	1605 N HONEYSUCKLE CIR	R1-45	Single-Dwelling Detached	0.356476
WD-2298	1611 N HONEYSUCKLE CIR	R1-45	Single-Dwelling Detached	0.198105
WD-2299	1617 N HONEYSUCKLE CIR	R1-45	Single-Dwelling Detached	0.208028
WD-2300	1623 N HONEYSUCKLE CIR	R1-45	Single-Dwelling Detached	0.204776
WD-2301	1629 N HONEYSUCKLE CIR	R1-45	Single-Dwelling Detached	0.204939
WD-2302	1635 N HONEYSUCKLE CIR	R1-45	Single-Dwelling Detached	0.205017
WD-2303	1641 N HONEYSUCKLE CIR	R1-45	Single-Dwelling Detached	0.218737
WD-2304	1647 N HONEYSUCKLE CIR	R1-45	Single-Dwelling Detached	0.21847
WD-2305	1653 N HONEYSUCKLE CIR	R1-45	Single-Dwelling Detached	0.18764
WD-2306	1659 N HONEYSUCKLE CIR	R1-45	Single-Dwelling Detached	0.187639
WD-2307	1665 N HONEYSUCKLE CT	R1-45	Single-Dwelling Detached	0.221581
WD-2308	1671 N HONEYSUCKLE CT	R1-45	Single-Dwelling Detached	0.221385
WD-2309	1677 N HONEYSUCKLE CT	R1-45	Single-Dwelling Detached	0.203095
WD-2310	1683 N HONEYSUCKLE CT	R1-45	Single-Dwelling Detached	0.183082
WD-2311	1689 N HONEYSUCKLE CT	R1-45	Single-Dwelling Detached	0.183081
WD-2312	1695 N HONEYSUCKLE CT	R1-45	Single-Dwelling Detached	0.183082
WD-2313	1701 N HONEYSUCKLE CT	R1-45	Single-Dwelling Detached	0.207307
WD-2314	1707 N HONEYSUCKLE CT	R1-45	Single-Dwelling Detached	0.265995
WD-2315	1713 N HONEYSUCKLE CT	R1-45	Single-Dwelling Detached	0.323705
WD-2316	1719 N HONEYSUCKLE CT	R1-45	Single-Dwelling Detached	0.337008
WD-2317	1722 N HONEYSUCKLE CT	R1-45	Single-Dwelling Detached	0.371581
WD-2318	1716 N HONEYSUCKLE CT	R1-45	Single-Dwelling Detached	0.331172
WD-2319	1710 N HONEYSUCKLE CT	R1-45	Single-Dwelling Detached	0.236624
WD-2320	1704 N HONEYSUCKLE CT	R1-45	Single-Dwelling Detached	0.183072

PARCEL NUMBER	ADDRESS	ZONING DISTRICT	ZONING DISTRICT NAME	ACRES
WD-2321	1698 N HONEYSUCKLE CT	R1-45	Single-Dwelling Detached	0.181777
WD-2322	1692 N HONEYSUCKLE CT	R1-45	Single-Dwelling Detached	0.215587
WD-2323	1686 N HONEYSUCKLE CT	R1-45	Single-Dwelling Detached	0.183072
WD-2324	1680 N HONEYSUCKLE CT	R1-45	Single-Dwelling Detached	0.300036
WD-2325	2007 EVERETT DR	R1-45	Single-Dwelling Detached	0.203244
WD-2326	2013 EVERETT DR	R1-45	Single-Dwelling Detached	0.217471
WD-2327	2025 EVERETT DR	R1-45	Single-Dwelling Detached	0.29829
WD-2328	1630 N HONEYSUCKLE CIR	R1-45	Single-Dwelling Detached	0.21449
WD-2329	1624 N HONEYSUCKLE CIR	R1-45	Single-Dwelling Detached	0.201756
WD-2330	1618 N HONEYSUCKLE CIR	R1-45	Single-Dwelling Detached	0.19716

Source: City Development Services, City GIS.

Undeveloped Suitable Non-Residential Zoned Property

PARCEL NUMBER	ADDRESS	ZONING DISTRICT	ZONING DISTRICT NAME	ACRES
ED-783	100 S BROADWAY ST	MX-1	Downtown Mixed-Use District	0.21
ED-784	106 S BROADWAY ST	MX-1	Downtown Mixed-Use District	0.05
ED-785	114 S BROADWAY ST	MX-1	Downtown Mixed-Use District	0.21
ED-788	118 S BROADWAY ST	MX-1	Downtown Mixed-Use District	0.05
ED-798	302 GEORGE ST	MX-1	Downtown Mixed-Use District	0.13
ED-D393-3	0 HERITAGE RD	A	Agricultural	43.86
ED-D393-4	0 HERITAGE RD	CON	Conservancy	4.26
ED-D394	2022 HERITAGE RD	A	Agricultural	39.82
ED-D409	0 COTTONWOOD LN	A	Agricultural	31.09
ED-D411-1	0 COTTONWOOD LN	A	Agricultural	26.81
ED-D411-2	0 CTH PP	A	Agricultural	14.38
ED-R26	0 ROCKLAND RD	MX-3	Corridor Mixed-Use District	13.73
ED-R26-1	610 ROCKLAND RD	MX-3	Corridor Mixed-Use District	6.12
ED-R42	0 ROCKLAND RD	MX-3	Corridor Mixed-Use District	51.58
ED-R45	0 ROCKLAND RD	MX-3	Corridor Mixed-Use District	20.1
ED-R46	0 ROCKLAND RD	MX-3	Corridor Mixed-Use District	19.61
ED-R48	0 ROCKLAND RD	MX-3	Corridor Mixed-Use District	20.1
ED-R52-1	0 STH 57	MX-3	Corridor Mixed-Use District	21.57
WD-100-2	600 GRANT ST BLK	MX-2	Neighborhood Mixed-Use District	0.48
WD-376	360 MAIN AVE	MX-1	Downtown Mixed-Use District	0.11
WD-377	360 MAIN AVE	MX-1	Downtown Mixed-Use District	0.06
WD-387-1	0 MAIN AVE	MX-1	Downtown Mixed-Use District	0.21
WD-52	0 FORT HOWARD AVE RR	I	Industrial	1.47
WD-59	0 FORT HOWARD AVE	I	Industrial	3.41
WD-60	1703 FORT HOWARD AVE	I	Industrial	2.47
WD-99	601 GRANT ST	MX-2	Neighborhood Mixed-Use District	0.51
WD-99-4	0 GRANT ST	MX-2	Neighborhood Mixed-Use District	0.13

Source: City Development Services, City GIS.

Appendix D: Map of Undeveloped Parcels (Residential Related)

(See Next Page for map.)

City of De Pere
Housing Affordability Report

Legend

- Undeveloped- Zoned Residential
- Undeveloped- Suitable For, But Not Zoned Residential

NOT TO SCALE

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. January 2024

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

City of De Pere, Wisconsin

Request For Plan Commission Action

MEETING DATE:	**February 26, 2024**
DEPARTMENT:	**Planning**
FROM:	**Peter Schleinz**
SUBJECT:	**Discussion about site plans received since the January 2024 Plan Commission meeting and review of the status of recently approved development projects.**

ATTACHMENTS:

- Site Plan Reviews Memo - Februry 2024 (DOCX)

CITY OF DE PERE
MEMO

To: James Boyd, Mayor
Plan Commission Members
From: Peter Schleinz, Senior Planner | Zoning Administrator
Date: February 26, 2024

RE: **Discussion about site plans received since the January 2024 Plan Commission meeting and review of the status of recently approved development projects.**

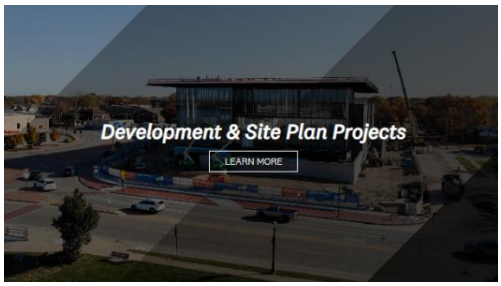
Summary:
The City of De Pere approved a new Zoning Ordinance that became effective on January 1, 2023. The new Zoning Ordinance speeds up the site plan review process by allowing staff to approve site plan proposals that comply with the Zoning Ordinance and site plan proposals.

Attached is a list of site plans that are either awaiting developer revisions, under staff review, recently approved, recently completed, or denied. Updated information is also available on the City website.

Development and Site Plan Projects are Available Online
Updated development and site plan project information is available to Plan Commission and the public at any time by accessing the City website, clicking on 'Projects', and clicking on 'Development & Site Plan Projects'.

- City Website Link: https://www.deperewi.gov/





There are two alternatives to access the development and site plan project information online: The first alternative is navigating to the Planning & Zoning page. The second alternative is direct access using the following link: https://www.deperewi.gov/topic/index.php?topicid=574&structureid=124.

Development and Site Plan Information Available
The development and site plan projects page includes an interactive project map, a list of projects, and tables for project status with a link to the actual site plans and project contacts.

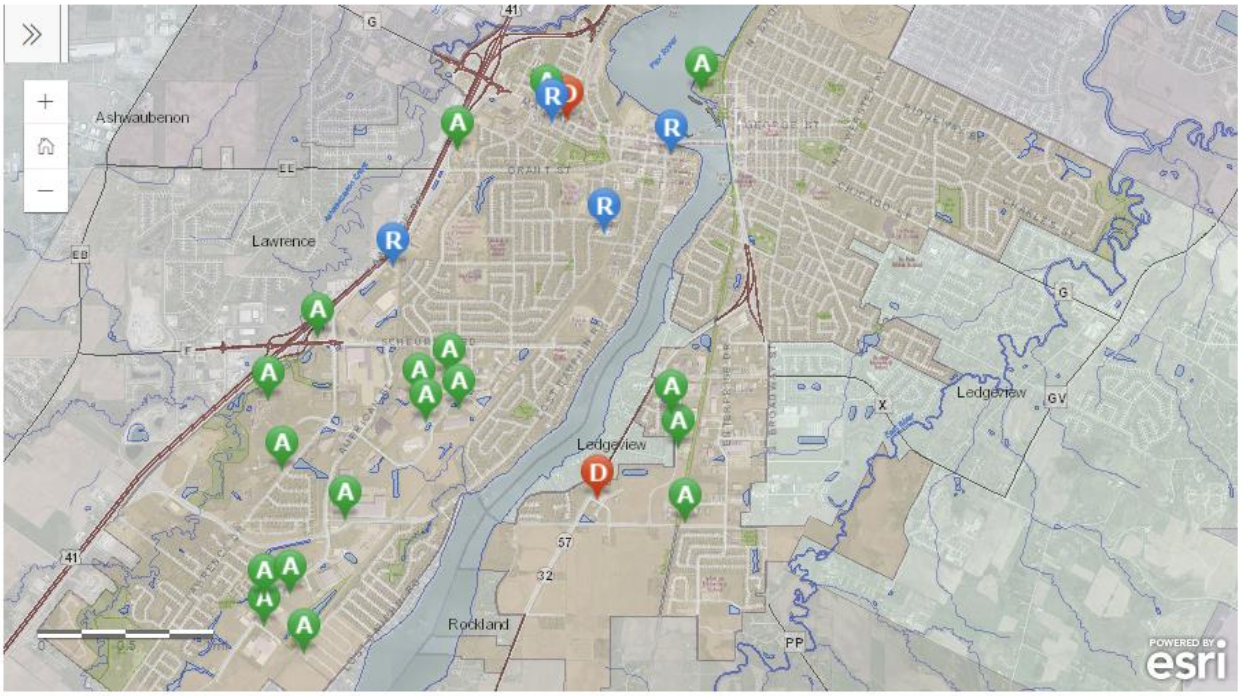
Staff Recommendation
Review the attached list. Ask staff questions, if any, about specific site plan projects.

Page last updated on February 16, 2024.

Development & Site Plan Projects

This page includes a linked Project Map with the locations of recent development and site plan projects in the City of De Pere that are either being revised by the developer (D), under staff review (R), recently approved (A), recently completed (green X), or recently denied (red X). For additional information about a specific project, access to developer contact information, and site plans, click on the project in the List of Projects.

Project Map



List of Projects

Developer Revising Plans:

- 411 Destiny DR - Destiny Church Addition
- 746 Main AV - Kwik Trip Parking Lot Addition

Projects that are Under Staff Review:

- 803 Main AV - New Caribou Coffee
- 1205 Lawrence DR - New Tsunami Carwash
- 100 Grant ST - Saint Norbert College Master Plan - Without Site Plan
- 925 Sixth ST - MSC Master Plan - Including Fuel Tank Renovation

Projects that are Recently Approved:

- 820 Main AV - New North Shore Bank
- 2257 American BL - Bayside Machine Building Addition
- 1775 E Matthew DR - Schreiber Foods Concrete Pad
- 2211 American BL - Nicolet Real Estate Addition
- 1998 Venture AV - Amerilux Overhead Door Addition
- 1862 Commerce DR - New Belmark Plant 8
- 2121 American BL - Fytertech Screening Addition
- 1768 W Matthew DR - New Wolter INC
- 1100 Employers BL - Preserve Development Refuse Enclosure Addition
- 421 Lawrence DR - Creekside Christian Montessori Fence Addition
- 100 William ST - New Nelson Pavilion at Voyageur Park
- 1600 N Honeysuckle CI - New Preserve Development Clubhouse
- 2222 American BL - Washworld Building Addition
- 1610 Lawrence DR - New Taco Bell
- 1751 W Matthew DR - Sustana Fibers Flash Dryer System Addition
- 1891 Commerce DR - Bedford Paper Addition
- 701 Millennium CT – Storage Shop USA Phase 2 & 3 Addition
- 410-416 Willie Mays CI – New Waterview Heights Apartments

Projects that are Recently Completed:

- None

Projects that are Recently Denied:

- None

Additional Project Status Information

Saint Norbert College Master Plan - Without Site Plan

Address: 100 Grant ST

Parcel Number: WD-688, WD-954, WD-171, WD-40, WD-691, WD-952, WD-936, WD-692, WD-727, WD-728, WD-697-1, WD-689, WD-721, WD-942, WD-950, WD-22, WD-38, WD-696, WD-697, WD-34, WD-945-1, WD-953, WD-686, WD-687, WD-941, WD-27, WD-685, WD-695, WD-23, WD-905, WD-7, WD-949-1, WD-694, WD-36, WD-690, WD-951, WD-945, WD-698, WD-8, WD-13, WD-949, WD-693, WD-934, WD-732

City Funding: No

Developer or Authorized Representative: Chris Dahlke, Director of Facilities Management, Saint Norbert College

Project Status:
(C) indicates Completed Step

Submit Site Plan and Review Fee (C)	~~Developer Revising Plans (C)~~	Staff Review in Progress	Plan Commission Review	Site Plan Approved or Denied	Permits Issued or Under Construction	Certificate of Occupancy Issued	Project Completed

Click here to see the site plan and developer contact information.

New Caribou Coffee

Address: 803 Main AV

Parcel Number: WD-84-3, WD-84

City Funding: No

Developer or Authorized Representative: Brandon Robaidek, Robert E. Lee and Associates INC

Project Status:
(C) indicates Completed Step

Submit Site Plan and Review Fee (C)	Developer Revising Plans (C)	Staff Review in Progress	Plan Commission Review	Site Plan Approved or Denied	Permits Issued or Under Construction	Certificate of Occupancy Issued	Project Completed

Click here to see the site plan and developer contact information.

Destiny Church Addition

Address: 1205 Lawrence DR

Parcel Number: ED-F0081-1

City Funding: No

Developer or Authorized Representative: Mathew Litchfield, Mach IV Engineering & Surveying LLC

Project Status:
(C) indicates Completed Step

Submit Site Plan and Review Fee (C)	Developer Revising Plans	Staff Review in Progress	Plan Commission Review	Site Plan Approved or Denied	Permits Issued or Under Construction	Certificate of Occupancy Issued	Project Completed

Click here to see the site plan and developer contact information.

Schreiber Foods Concrete Pad

Address: 1775 E Matthew DR

Parcel Number: WD-364-D-506-1

City Funding: No

Developer or Authorized Representative: Curt Nushart, Immel Construction

Project Status:
(C) indicates Completed Step

Submit Site Plan and Review Fee (C)	~~Developer Revising Plans (C)~~	Staff Review in Progress (C)	~~Plan Commission Review (C)~~	Site Plan Approved - Jan 18, 2023 (C)	~~Permits Issued or~~ Under Construction	~~Certificate of Occupancy Issued~~	Project Completed

Click here to see the site plan and developer contact information.

New Tsunami Carwash

Address: 1205 Lawrence DR

Parcel Number: WD-D0013

City Funding: No

Developer or Authorized Representative: Johnny Simpson, Rowlock LLC

Project Status:
(C) indicates Completed Step

Submit Site Plan and Review Fee (C)	Developer Revising Plans (C)	Staff Review in Progress	Plan Commission Review	Site Plan Approved or Denied	Permits Issued or Under Construction	Certificate of Occupancy Issued	Project Completed

Click here to see the site plan and developer contact information.

Fytertech Screening Addition

Address: 2121 American BL

Parcel Number: WD-1040

City Funding: No

Developer or Authorized Representative: Tom Bartman, Maintenance Manager, Fytertech Nonwovens

Project Status:
(C) indicates Completed Step

Submit Site Plan and Review Fee (C)	Developer Revising Plans (C)	Staff Review in Progress (C)	~~Plan Commission Review (C)~~	Site Plan Approved - Nov 9, 2023 (C)	Permits Issued or Under Construction	Certificate of Occupancy Issued	Project Completed

Click here to see the site plan and developer contact information.

Amerilux Overhead Door Addition

Address: 1998 Venture AV

Parcel Number: WD-364-D-505

City Funding: No

Developer or Authorized Representative: Steve Engelbert, Facility Maintenance Manager, Amerilux International

Project Status:
(C) indicates Completed Step

Submit Site Plan and Review Fee (C)	Developer Revising Plans	Staff Review in Progress (C)	~~Plan Commission Review (C)~~	Site Plan Approved - Nov 27, 2023 (C)	Permits Issued or Under Construction	Certificate of Occupancy Issued	Project Completed

Click here to see the site plan and developer contact information.

Nicolet Real Estate Addition

Address: 2211 American BL

Parcel Number: WD-1375

City Funding: No

Developer or Authorized Representative: Colin Meisel, Project Manager, Ruekert & Mielke INC

Project Status:
(C) indicates Completed Step

Submit Site Plan and Review Fee (C)	Developer Revising Plans (C)	Staff Review in Progress	~~Plan Commission Review (C)~~	Site Plan Approved - 06 Dec 2023 (C)	Permits Issued or Under Construction	Certificate of Occupancy Issued	Project Completed

Click here to see the site plan and developer contact information.

New Belmark Plant 8

Address: 1862 Commerce DR

Parcel Number: ED-344-101-5

City Funding: TID (Tax Increment District)

Developer or Authorized Representative: Ron Wolf, Project Engineer, McMahon Associates

Project Status:
(C) indicates Completed Step

Submit Site Plan and Review Fee (C)	Developer Revising Plans (C)	Staff Review in Progress	~~Plan Commission Review (C)~~	Site Plan Approved - Nov 15, 2023 (C)	Permits Issued or Under Construction	Certificate of Occupancy Issued	Project Completed

Click here to see the site plan and developer contact information.

Preserve Development Refuse Enclosure Addition

Address: 1100 Employers BL

Parcel Number: WD-D0031

City Funding: TID (Tax Increment District)

Developer or Authorized Representative: Bill Kingston, Developer, Preserve Development LLC

Project Status:
(C) indicates Completed Step

Submit Site Plan and Review Fee (C)	~~Developer Revising Plans (C)~~	Staff Review in Progress (C)	~~Plan Commission Review (C)~~	Site Plan Approved - Oct 17, 2023 (C)	~~Permits Issued or~~ Under Construction	~~Certificate of Occupancy Issued~~	Project Completed

Click here to see the site plan and developer contact information.

Creekside Christian Montessori Fence Addition

Address: 421 Lawrence DR

Parcel Number: WD-0209, WD-0209-1

City Funding: No

Developer or Authorized Representative: Thomas Barrett, Vice President

Project Status:
(C) indicates Completed Step

Submit Site Plan and Review Fee (C)	Developer Revising Plans (C)	Staff Review in Progress (C)	~~Plan Commission Review (C)~~	Site Plan Approved - Sep 27, 2023 (C)	Permits Issued or Under Construction	~~Certificate of Occupancy Issued~~	Project Completed

Click here to see the site plan and developer contact information.

MSC Master Plan - Including Fuel Tank Renovation

Address: 925 S Sixth ST

Parcel Number: WD-142

City Funding: City Project

Developer or Authorized Representative: Scott Thoresen, Director of Public Works

Project Status:
(C) indicates Completed Step

Submit Site Plan and Review Fee (C)	Developer Revising Plans (C)	Staff Review in Progress (C)	Plan Commission Review - 22 Jan 2023 (C)	Master Plan Approved or Denied	Permits Issued or Under Construction	Certificate of Occupancy Issued	Project Completed

Click here to see the site plan and developer contact information.

New Wolter INC

Address: 1768 W Matthew DR

Parcel Number: WD-364-D-505-8

City Funding: No

Developer or Authorized Representative: David Gehrt, Vice President, One Source Construction Corporation

Project Status:
(C) indicates Completed Step

Submit Site Plan and Review Fee (C)	Developer Revising Plans (C)	Staff Review in Progress (C)	~~Plan Commission Review (C)~~	Site Plan Approved - Oct 24, 2023 (C)	Permits Issued or Under Construction	Certificate of Occupancy Issued	Project Completed

Click here to see the site plan and developer contact information.

New North Shore Bank

Address: 820 Main AV

Parcel Number: WD-534, WD-535, WD-536, WD-533-1

City Funding: No

Developer or Authorized Representative: Michael Leidig, EIT, Robert E Lee and Associates

Project Status:
(C) indicates Completed Step

Submit Site Plan and Review Fee (C)	Developer Revising Plans (C)	Staff Review in Progress (C)	~~Plan Commission Review (C)~~	Site Plan Approved - Jan 24, 2024 (C)	Permits Issued or Under Construction	Certificate of Occupancy Issued	Project Completed

Click here to see the site plan and developer contact information.

Kwik Trip Parking Lot Addition

Address: 746 Main AV

Parcel Number: WD-445, WD-451

City Funding: No

Developer or Authorized Representative: Nick Newman, Store Engineering, Kwik Trip INC

Project Status:
(C) indicates Completed Step

Submit Site Plan and Review Fee (C)	Developer Revising Plans	Staff Review in Progress	Plan Commission Review	Site Plan Approved or Denied	Permits Issued or Under Construction	Certificate of Occupancy Issued	Project Completed

Click here to see the site plan and developer contact information.

New Preserve Development Clubhouse

Address: 1600 N Honeysuckle Cl

Parcel Number: WD-D0034-1

City Funding: TID (Tax Increment District)

Developer or Authorized Representative: Bill Kingston, Developer, Preserve Development LLC

Project Status:
(C) indicates Completed Step

Submit Site Plan and Review Fee (C)	Developer Revising Plans (C)	Staff Review in Progress (C)	~~Plan Commission Review (C)~~	Site Plan Approved - Aug 11, 2023 (C)	Permits Issued or Under Construction	Certificate of Occupancy Issued	Project Completed

Click here to see the site plan and developer contact information.

Bedford Paper Addition

Address: 1891 Commerce DR

Parcel Number: ED-344-102-4

City Funding: No

Developer or Authorized Representative: Lee St Aubin, Architect, Baisch Engineering

Project Status:
(C) indicates Completed Step

Submit Site Plan and Review Fee (C)	Developer Revising Plans (C)	Staff Review in Progress (C)	~~Plan Commission Review (C)~~	Site Plan Approved - Jun 12, 2023 (C)	Permits Issued or Under Construction	Certificate of Occupancy Issued	Project Completed

Click here to see the site plan and developer contact information.

New Nelson Pavilion at Voyageur Park

Address: 100 William ST

Parcel Number: ED-728

City Funding: City Project

Developer or Authorized Representative: Kevin Chevalier, Project Manager, McMahon Associates

Project Status:
(C) indicates Completed Step

Submit Site Plan and Review Fee (C)	Developer Revising Plans (C)	Staff Review in Progress (C)	~~Plan Commission Review (C)~~	Site Plan Approved - Sep 1, 2023 (C)	Permits Issued or Under Construction	Certificate of Occupancy Issued	Project Completed

Click here to see the site plan and developer contact information.

Washworld Building Addition

Address: 2222 American BL
Parcel Number: WD-1136-1
City Funding: No
Developer or Authorized Representative: Bob Mach, PE, Mach IV Engineering & Surveying LLC

Project Status:
(C) indicates Completed Step

Submit Site Plan and Review Fee (C)	Developer Revising Plans (C)	Staff Review in Progress (C)	~~Plan Commission Review (C)~~	Site Plan Approved - Aug 9, 2023 (C)	Permits Issued or Under Construction	Certificate of Occupancy Issued	Project Completed

Click here to see the site plan and developer contact information.

Sustana Fibers Flash Dryer System Addition

Address: 1751 W Matthew DR
Parcel Number: WD-364-D-526
City Funding: No
Developer or Authorized Representative: Eric Simenson, President, Precision Industrial Contractors

Project Status:
(C) indicates Completed Step

Submit Site Plan and Review Fee (C)	Developer Revising Plans (C)	Staff Review in Progress (C)	~~Plan Commission Review (C)~~	Site Plan Approved - Jun 27, 2023 (C)	Permits Issued or Under Construction	Certificate of Occupancy Issued	Project Completed

Click here to see the site plan and developer contact information.

New Taco Bell

Address: 1610 Lawrence DR
Parcel Number: WD-D0015-2-1
City Funding: No
Developer or Authorized Representative: Alfred Teleron, Project Architect, MRV Architects INC

Project Status:
(C) indicates Completed Step

Submit Site Plan and Review Fee (C)	Developer Revising Plans (C)	Staff Review in Progress (C)	Plan Commission Review - Aug 22, 2022 (C)	Site Plan Approved - Jun 29, 2023 (C)	Permits Issued or Under Construction	Certificate of Occupancy Issued	Project Completed

Click here to see the site plan and developer contact information.

Storage Shop USA Phase 2 & 3 Addition

Address: 701 Millennium CT

Parcel Number: ED-3090

City Funding: No

Developer or Authorized Representative: Dave Anderson, Owner, Town and Country Development LLC

Project Status:
(C) indicates Completed Step

Submit Site Plan and Review Fee (C)	Developer Revising Plans (C)	Staff Review in Progress (C)	Plan Commission Review - Sep 26, 2022 (C)	Site Plan Approved - Oct 4, 2022 (C)	Permits Issued or Under Construction	Certificate of Occupancy Issued	Project Completed

Click here to see the site plan and developer contact information.

Bayside Machine Building Addition

Address: 2257 American BL

Parcel Number: WD-1371

City Funding: TID (Tax Increment District)

Developer or Authorized Representative: Aaron Breitenfeldt, Project Manager, Robert E Lee & Associates

Project Status:
(C) indicates Completed Step

Submit Site Plan and Review Fee (C)	Developer Revising Plans (C)	Staff Review in Progress	Plan Commission Review - Oct 24, 2022 (C)	Site Plan Approved - Jan 23, 2024 (C)	Permits Issued or Under Construction	Certificate of Occupancy Issued	Project Completed

Click here to see the site plan and developer contact information.

New Waterview Heights Apartments

Address: 410-416 Willie Mays Cl

Parcel Number: WD-2197

City Funding: No

Developer or Authorized Representative: Brad Treml, Engineering Tech II, Robert E Lee & Associates

Project Status:
(C) indicates Completed Step

Submit Site Plan and Review Fee (C)	Developer Revising Plans (C)	Staff Review in Progress (C)	Plan Commission Review - Oct 24, 2022 (C)	Site Plan Approved May 10, 2023 (C)	Permits Issued or Under Construction	Certificate of Occupancy Issued	Project Completed

Click here to see the site plan and developer contact information.