Common Council

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

Regular Meeting

Agenda

Tuesday, February 5, 2019 **7:30 PM** **De Pere City Hall Council Chambers**

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **February 5, 2019** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

I. Call to Order

1. Roll Call

2. Pledge of Allegiance to the Flag.

3. Approval of the Minutes of the January 15, 2019 Common Council Meeting.

4. Public Hearing for vacation of a public thoroughfare at the 1200 block of Renkens Court, adjacent to parcels WD-D0207, WD-D0208, WD-D02097 and WD-D0210.

    1. Notice of Public Hearing.
    2. Recommendation from the Plan Commission.
    3. Resolution #18-126 Regarding the Vacation of a Public Thoroughfare (Renkens Court Adjacent to Parcels WD-D0207, WD-D0208, WD-D0209 and WD-D0210).

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

6. Recommendation from the Board of Park Commissioners to Approve Sponsorship of Veterans Luncheon by Ryan Funeral Home

7. Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor License for Poppy Avenue Clean Beauty Bar (DBA Poppy Avenue Clean Beauty Bar), 115 N Broadway, De Pere. Submitted by Poppy Avenue Clean Beauty Bar, Agent: Audra Balof, De Pere, WI.

8. Recommendation from Plan Commission regarding a Precise Implementation Plan (PIP) Plan for a proposed single family development within part of the unrecorded Garrity's Glen South plat at 2500 BLK Lawrence Drive (parts of Parcels WD-L482, WD-L483 & WD-L484). Submitted by Pat Kaster, TLKM Development LLC, authorized agent R&M Garrity Farm LLC, property owner.

9. Recommendation from Plan Commission regarding the proposed 80 Lot and three Outlot Final Plat of "Garrity's Glen South" at 2500 BLK Lawrence Drive (Parcels WD-L482, WD-L483 & WD-L484). Submitted by Pat Kaster, TLKM Development LLC, authorized representative for R&M Garrity Farm LLC, property owner.

10. Recommendation from Plan Commission regarding a Proposed Three Lot Certified Survey Map at 2800 BLK Ryan Road (Parcels ED-R28-1, ED-R28-2, ED-R29-1). Submitted by City of De Pere on behalf of the Unified School District of De Pere, property owner.

11. Recommendation from Plan Commission regarding a Proposed Extraterritorial Four Lot Certified Survey Map at 2500 BLK French Road in the Town of Lawrence (Part of Parcels L-454 & L-455-1). Submitted by Doug Woelz, PLS, McMahon Associates, authorized representative for CCLW LLC, property owner.

12. Recommendation from Plan Commission regarding a Proposed Extraterritorial One Lot Certified Survey Map at 2700 BLK Lawrence Drive in the Town of Lawrence (Part of Parcels L-474 & L-475). Submitted by Doug Woelz, PLS, McMahon Associates, authorized representative for Town of Lawrence, property owner.

13. Recommendation from Plan Commission regarding a Proposed Extraterritorial 39 Lot and 1 Outlot preliminary plat of Carpenter's Crossing South at 2700 BLK Lawrence Drive in the Town of Lawrence (Part of Parcels L-474 & L-475). Submitted by Joel Ehrfurth, Mach IV, authorized representative for Town of Lawrence, property owner.

14. Recommendation from the License Committee on a Request of the Chief of Police to conduct a pre-hearing on the Class "A" Fermented Malt Beverage License issued to Dolgencorp, LLC (DBA Dollar General), 805 Main Av.

15. Resolution #19-11 Authorizing Amendment to Agreement for Services Between the City of De Pere and Multi Media Channels, LLC.

16. Resolution #19-12 Authorizing Agreement for Consulting Services Between the City of De Pere and Cedar Corporation (Design and Consulting Services for Soccer Lights at Southwest Park).

17. Resolution #19-13 Authorizing Education Services Agreement Between the City of De Pere and BayCare Aurora, LLC d/b/a Aurora BayCare Medical Center (Heart Saver AED).

18. Resolution #19-14 Authorizing Release of Utility Easements (Parcel WD-D0218-2; Ninth Street).

19. Resolution #19-15 Terminating Restrictive Covenant (21 Parcels or Parts of Parcels Located Generally North of Rockland Road, East of the Fox River Trail and West of CTH PP).

20. Operator License Applications.

21. Voucher Approval.

22. Consideration and possible action on proposal received in response to Request for Proposals for the Redevelopment of 123 N. Broadway Street (ED-769) submitted by Tadych Investment Partners, LLC (TIP LLC).

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(e), the Council may convene in closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other matters as are

allowed by law.

23. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Dura, Michael F.
Dale Rhodes
Mick Gotta
Rich Starry
Jason Tadych
Dawn Foeller
Doug Woelz
Patrick Wetzel
Joel Ehrfurth
Pat Kaster
Joseph Garrity
Byrne Trust
Michael H & Ronald P Vieau
Nackers, Harold A.
Stuart Frankenthal, Jass Realty LLC
Audra Balof
Anthony Hawks
Dolgencorp, LLC

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**February 5, 2019**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Ledvina**
SUBJECT:	**Approval of the Minutes of the January 15, 2019 Common Council Meeting.**

ATTACHMENTS:

- 1-15-2019 Common Council Minutes (DOC)

Common Council

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

Regular Meeting

Draft Minutes

Tuesday, January 15, 2019 **7:30 PM** **De Pere City Hall Council Chambers**

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the Minutes of the January 2, 2019 Common Council Meeting.

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

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

Alderperson Hansen commended the 5 businesses in the east industrial park that participated in the pantry food challenge. Alderperson Raasch asked drivers to be considerate of tow truck drivers on the highway assisting vehicles.
Resident Jim Anderson asked that the City review their recent changes to the hours at the rubbish drop off site; he presented the Council with a handout detailing the hours and pick up times offered by surrounding communities. The Board of Public Works will review the request.

5. Recommendation from the Board of Public Works to Award Contract 19-09 Pond and Drainage System Construction. to Jossart Brothers, Inc. in the amount of $460,647.50.

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

6. Recommendation from Board of Park Commissioners to Approve Bid for Aerial Lift Truck from Utility Sales in the amount of $231,461.

   Council and staff discussed the trade-in value vs. the option of selling the vehicle on the open market.

Attachment: 1-15-2019 Common Council Minutes (7810 : Approval of the Minutes of the January 15, 2019 Common Council Meeting.)

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

7. Recommendation from the Board of Park Commissioners to Approve the Request for City Council and/or Mayor Contact Local Municipalities for Collaborative Funding of the Two New Aquatic Facilities.

   Mayor Walsh identified reaching out to Lawrence, Ledgeview and Allouez to garner interest in collaborative funding agreements; Council indicated approval of the Mayor working with staff on this request.

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

8. Recommendation from Development Services Staff to approve a proposed extraterritorial one lot certified survey map at 2300 BLK Little Rapids Road in the Town of Lawrence (part of Parcels L-456 and L-458). Submitted by David M. Schmalz, PLS, McMahon Associates, authorized representative for MS Real Estate Holdings LLC, property owner.

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

9. Recommendation from Finance/Personnel Committee to Accept Donation from De Pere Christian Outreach to the Police Department in the amount of $3,000.

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

10. Recommendation from the Finance/Personnel Committee to accept the donation from De Pere Christian Outreach to the Fire Department in the amount of $300.

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

11. Recommendation from the License Committee on an Application for a Class "A" Fermented Malt Beverage & "Class A" Intoxicating Liquor License for Poppy Avenue Boutique LLC (DBA Poppy Avenue Boutique), 117 N Broadway, De Pere. Submitted by Poppy Avenue Boutique LLC, Agent: Audra Balof, De Pere, WI.

Attachment: 1-15-2019 Common Council Minutes (7810 : Approval of the Minutes of the January 15, 2019 Common Council Meeting.)

Alderperson Crevier asked what a GNO class is. Alderperson Crevier moved, seconded by Alderperson Carpenter to open the meeting. Upon vote, motion carried unanimously. Audra Balof and Christian Brewer came forward and explained that "GNO" stands for "Girls Night Out". Alderperson Carpenter moved, seconded by Alderperson Raasch to close the meeting. Upon vote, motion carried unanimously.

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

12. Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor License for Poppy Avenue Clean Beauty Bar (DBA Poppy Avenue Clean Beauty Bar), 115 N Broadway, De Pere. Submitted by Poppy Avenue Clean Beauty Bar, Agent: Audra Balof, De Pere, WI.

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

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

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

14. Consideration and action on the purchase of a garbage & recycling truck.

Alderperson Hansen moved, seconded by Alderperson Jennings to approve the staff recommendation of re-allocating $39,422 to purchase the CNG garbage & recycle truck. Discussion followed regarding the justification of spending more on the CNG truck, the cost of diesel fuel and natural gas, the projected time frame to break even on the CNG truck, the benefit of clean energy, and the support of Council to support sustainable practices. Upon vote on the motion, Alderpersons Boyd, Hansen and Jennings voted aye, Alderpersons Carpenter, Crevier and Raasch voted nay, and Mayor Walsh voted aye to break the tie.

RESULT:	**ADOPTED [3 TO 3]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	James Boyd, Jonathon Hansen, Ryan Jennings
NAYS:	Dan Carpenter, Scott Crevier, Dean Raasch
EXCUSED:	Larry Lueck, Casey Nelson

15. Ordinance #19-02 Amending §30-2 De Pere Municipal Code Regarding Park Regulations (Prohibiting Fishing from Riverwalk).

Attachment: 1-15-2019 Common Council Minutes (7810 : Approval of the Minutes of the January 15, 2019 Common Council Meeting.)

Parks Director Marty Kosobucki explained that this is an ordinance for the City to use to enforce the "no fishing" areas of the Riverwalk. Mayor Walsh reminded the Council that the intent of the Riverwalk was to have an area where people could walk and enjoy the view, and that there is a pier off the Riverwalk to use specifically for fishing.

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

16. Ordinance #19-03 Amending Chapter 150 De Pere Municipal Code Regarding Various Traffic Regulations.

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

17. Ordinance #19-04 Repealing and Recreating Section 13-10 De Pere Municipal Code Regarding Special Assessment Deferment for Hardship.

Alderperson Hansen stated that though following federal poverty guidelines will be a consideration, nothing prohibits the Finance Committee from granting the deferral and he asked that they give all hardships consideration when considering these requests.

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

18. Resolution #19-02 Authorizing Software as a Service Agreement with Tyler Technologies, Inc.

Police Chief Derek Beiderwieden explained that there will be around a $5,000 maintenance fee annually for use of this software.

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

19. Resolution #19-03 Authorizing Agreement for Consulting Services Between the City of De Pere and GRAEF-USA, Inc. (Bidding and Construction Management for Bomier Boat Launch Renovation and Expansion).

Attachment: 1-15-2019 Common Council Minutes (7810 : Approval of the Minutes of the January 15, 2019 Common Council Meeting.)

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

20. Resolution #19-04 Authorizing Agreement for Contractor Services Between the City of De Pere and Ostrenga Excavating, Inc. (VFW Pool, Buildings and Related Infrastructure Demolition and Back Fill).

Parks Director Marty Kosobucki said they hope this project will be done before summer; pending approval of this agreement they will look into whether asbestos is present in the buildings.

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

21. Resolution #19-05 Authorizing Amendment to Agreement for Services Between the City of De Pere and GRAEF-USA, Inc. (Aquatic Facility Design at VFW Park and Legion Park).

Council and staff discussed the timeline provided by Graef in the agreement. Parks Director Marty Kosobucki said the goal is for two VFW pool designs to be presented at the February Park Board Meeting. Discussion followed regarding the Park Board's ability to approve the design without Council approval, the surveys completed by residents, and that the idea is that both pools complement each other in design. The survey yielded 324 online responses, 4 handwritten responses, and around 20 provided opinions at the public input session; those will be reviewed by the Board of Park Commissioners at their meeting on January 17.

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

22. Resolution #19-06 Regarding De Pere Parks, Recreation and Forestry Parks and Facilities Rental Fees 2019.

Parks Director Marty Kosobucki said the fees outlined are almost the same as Ashwaubenon. He explained that the changes to the non-resident fees for use of fields was to keep the fields in use and that our community groups will receive priority over the non-resident groups.

Attachment: 1-15-2019 Common Council Minutes (7810 : Approval of the Minutes of the January 15, 2019 Common Council Meeting.)

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

23. Resolution #19-07 Authorizing Drainage System Easements (Parcel WD-1046 and Parcel WD-D0034).

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

24. Resolution #19-08 Authorizing Amendment to Agreement Between the City of De Pere and Robert E. Lee & Associates, Inc. (2018 Lift Station Design and Storm Water Pond Review and Design)

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

25. Resolution #19-09 Authorizing Agreement for Consulting Services Between the City of De Pere and ECS Midwest, LLC (2019 Soil Boring).

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

26. Resolution #19-10 Authorizing Agreement for Consulting Services Between the City of De Pere and Bay Area Testing & Consulting, LLC (2019 Construction Materials Testing).

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

27. Operator License Applications.

Alderperson Boyd moved, seconded by Alderperson Hansen to approve Previously Tabled Operator License Application for Chelsie G. Brakke. Upon vote, motion carried unanimously. Alderperson Boyd moved, seconded by Alderperson Carpenter to deny Previously Tabled Operator License #2 for Bobbie M. Sharkey for not filling out the application correctly and not appearing before the License Committee when requested. Upon vote, motion carried unanimously. Alderperson Boyd moved, seconded by Alderperson Hansen to deny Previously Tabled Operator License #3 for Alicia M. Stiles

Attachment: 1-15-2019 Common Council Minutes (7810 : Approval of the Minutes of the January 15, 2019 Common Council Meeting.)

as a habitual law offender and therefore does not meet the qualifications of the statute to hold a license and for not appearing before the License Committee when requested. Upon vote, motion carried unanimously.

28. Voucher Approval.

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

29. City Administrator Annual Performance Appraisal.

Alderperson Boyd moved, seconded by Alderperson Raasch to close the meeting at 8:52 p.m. Upon vote, motion carried unanimously. Alderperson Jennings moved, seconded by Alderperson Raasch to open the meeting at 10:31 p.m. Upon vote, motion carried unanimously. Alderperson Boyd moved, seconded by Alderperson Crevier to approve a $5,000 increase to the City Administrator salary. Upon vote, motion carried unanimously.

30. Future Agenda Items.

This item was addressed prior to closed session. Alderperson Hansen asked for an update on the timeline of the web design improvements; City Administrator Larry Delo will have the IT Director provide an update for the Friday Memo.

31. Adjournment.

Alderperson Raasch moved, seconded by Alderperson Carpenter to adjourn the meeting at 10:32 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

Attachment: 1-15-2019 Common Council Minutes (7810 : Approval of the Minutes of the January 15, 2019 Common Council Meeting.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**February 5, 2019**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**Resolution #18-126 Regarding the Vacation of a Public Thoroughfare (Renkens Court Adjacent to Parcels WD-D0207, WD-D0208, WD-D0209 and WD-D0210).**

On December 18, 2018, Common Council approved referring the right-of-way discontinuance/vacation to a public hearing, by a vote of 8-0.

On November 26, 2018, Plan Commission recommended approval of the right-of-way discontinuance/vacation, with conditions, by a vote of 6-0.

There was an adjacent property owner that expressed concern about existing traffic on Grant Street, particularly at 7:30a and 4:00p-6:00p during school and work days.

There also was an adjacent resident in attendance at the Plan Commission meeting that did not support the proposal because of the economic impact and loss of future access to his property, related to a proposed street discontinuance/vacation for Renkens Court. The resident followed up with staff after the meeting, noting that a formal objection would be submitted through the City Clerk-Treasurer as required by State Statutes; however, the property owner would be interested in agreeing with the proposal if the petitioner agreed to acquire a piece of the right-of-way that would attach to his property.

ATTACHMENTS:

- Reso18-126-Public Hearing2-5-19 (DOCX)
- Exhibit A -Renkens Court Vacation Legal Description (DOCX)
- Exhibit B-Renkens Court Vacation (PDF)
- Public Hearing Notice - Renkens Court (DOCX)
- ROW Vacation - Renkens CT - Plan Commission Report (DOCX)
- Application Form (PDF)
- Map of Subject Area (PDF)
- Renkens Court Exhibit A (PDF)
- Entire Renkens Court Legal Description (PDF)

RESOLUTION #18-126

REGARDING THE VACATION OF A PUBLIC THOROUGHFARE
(Renkens Court Adjacent to Parcels WD-D0207, WD-D0208, WD-D0209 and WD-D0210)

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

WHEREAS, the public interest may require the vacation of such rights-of-way; and

WHEREAS, the Plan Commission has reviewed and recommended approval of such vacation and discontinuance, with a public hearing on said vacation to be held in accordance with Wis. Stats. §66.1003(4)(b), on February 5, 2019 at 7:35 p.m.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. Renkens Court, located north from Grant Street between Lawrence Drive and Ninth Street, West Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described on Exhibit A, attached hereto and incorporated by reference herein, be and the same is hereby wholly vacated and discontinued as a public thoroughfare. All utility easements are retained. Said public right-of-way to be vacated is shown on the scale map attached hereto and incorporated by reference herein as Exhibit B.

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

Attachment: Reso18-126-Public Hearing2-5-19 (7675 : Resolution #18-126 Regarding the Vacation of a Public Thoroughfare (Renkens Court).)

Introduced to the Common Council of the City of De Pere at its regular meeting held on the 18th day of December, 2018.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of February, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso18-126-Public Hearing2-5-19 (7675 : Resolution #18-126 Regarding the Vacation of a Public Thoroughfare (Renkens Court).)

Exhibit A

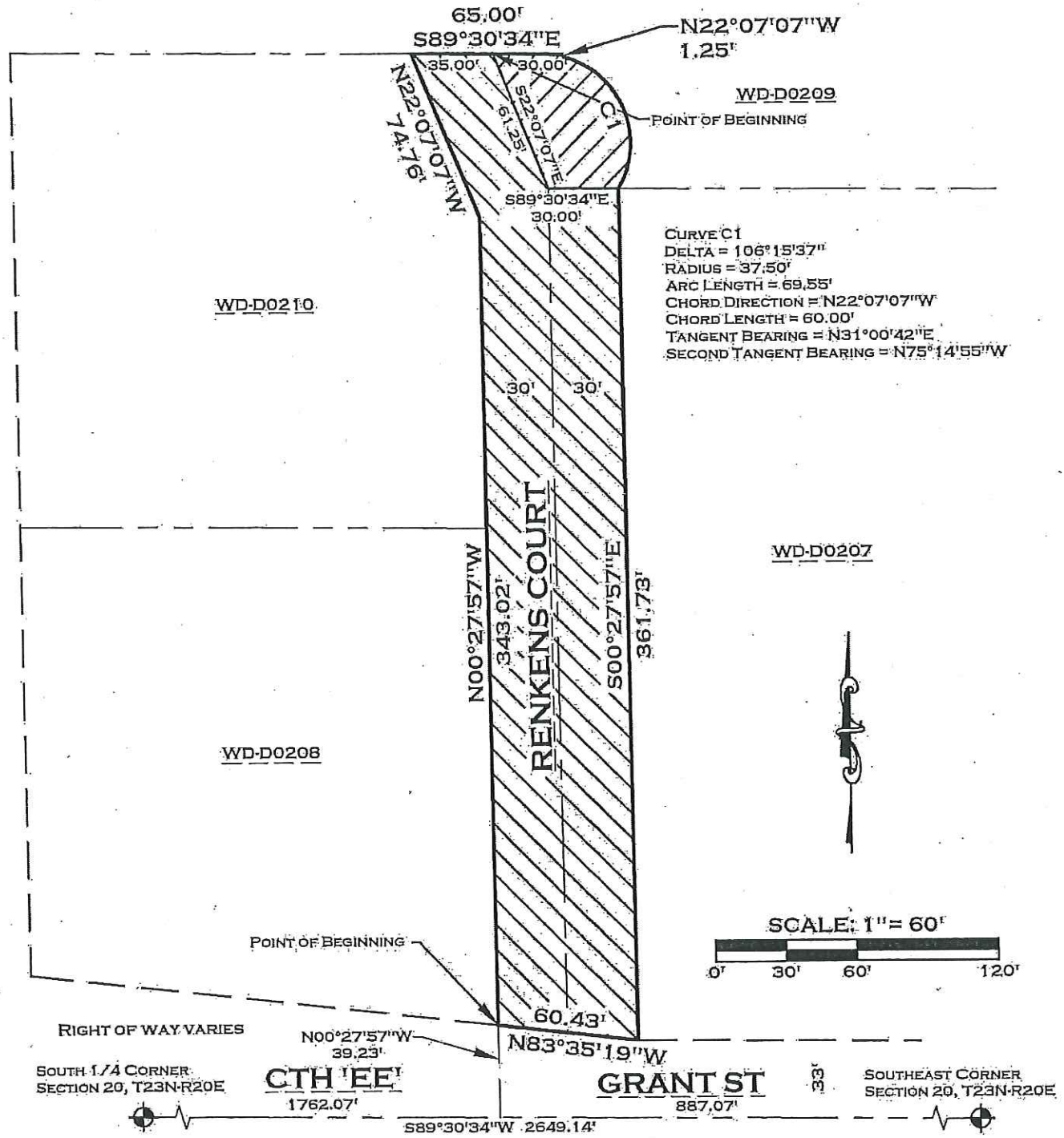
LEGAL DESCRIPTION

All of Renkens Court lying northerly of County Trunk Highway 'EE', located in part of Lot 124 of Assessor's Subdivision of Lands in the City of Nicolet (now the City of De Pere), being part of Government Lot 4, Section 20, T23N, R20E, City of De Pere, Brown County, Wisconsin, described as follows:

Commencing at the Southeast corner of said Section 20; thence S89°30'34"W, 887.07 feet on the south line of said Government Lot 4 to the southerly extension of the westerly right of way of Renkens Court; thence N00°27'57"W, 39.23 feet on said southerly extension to the northerly right of way of County Trunk Highway 'EE', the **POINT OF BEGINNING**; thence continuing N00°27'57"W, 343.02 feet on said westerly right of way; thence N22°07'07"W, 74.76 feet on said westerly right of way to the northerly right of way of Renkens Court; thence S89°30'34"E, 65.00 feet to the easterly right of way of Renkens Court; thence S22°07'07"E, 1.25 feet on said easterly right of way; thence 69.55 feet on the arc of a 37.50 foot radius curve to the right, having a long chord which bears S22°07'07"E, 60.00 feet on said easterly right of way; thence thence S00°27'57"E, 361.73 feet on said easterly right of way to the northerly right of County Trunk Highway 'EE'; thence N83°35'19"W, 60.43 feet on said northerly right of way to the Point of Beginning.

Said parcel contains 25,851 Square Feet (0.593 Acres) of land more or less.

EXHIBIT B



ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155 PHONE:(920) 662-9641
INTERNET: WWW.RELEEINC.COM FAX:(920) 662-9141

R:\0400\0404\0404438\DWG\RENKENS COURT SKETCH.DWG

Attachment: Exhibit B-Renkens Court Vacation (7675 : Resolution #18-126 Regarding the Vacation of a Public Thoroughfare (Renkens Court.)

Publish: January 14, January 21, and January 18, 2019 in the Press Gazette (Class III Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, February 5, 2019** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on a vacation of a public thoroughfare at the 1200 BLK Renkens Court, adjacent to Parcels WD-D0207, WD-D0208, WD-D02097 & WD-D0210, described as:

All of Renkens Court lying northerly of County Trunk Highway 'EE', located in part of Lot 124 of Assessor's Subdivision of Lands in the City of Nicolet (now the City of De Pere), being part of Government Lot 4, Section 20, T23N, R20E, City of De Pere, Brown County, Wisconsin, described as follows:

Commencing at the Southeast corner of said Section 20; thence S89°30'34"W, 887.07 feet on the south line of said Government Lot 4 to the southerly extension of the westerly right of way of Renkens Court; thence N00°27'57"W, 39.23 feet on said southerly extension to the northerly right of way of County Trunk Highway 'EE', the POINT OF BEGINNING; thence continuing N00°27'57"W, 343.02 feet on said westerly right of way; thence N22°07'07"W, 74.76 feet on said westerly right of way to the northerly right of way of Renkens Court; thence S89°30'34"E, 65.00 feet to the easterly right of way of Renkens Court; thence S22°07'07"E, 1.25 feet on said easterly right of way; thence 69.55 feet on the arc of a 37.50 foot radius curve to the right, having a long chord which bears S22°07'07"E, 60.00 feet on said easterly right of way; thence S00°27'57"E, 361.73 feet on said easterly right of way to the northerly right of County Trunk Highway 'EE'; thence N83°35'19"W, 60.43 feet on said northerly right of way to the Point of Beginning.

Said parcel contains 25,851 Square Feet (0.593 Acres) of land more or less.

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

Dated this 14th day of January, 2019.

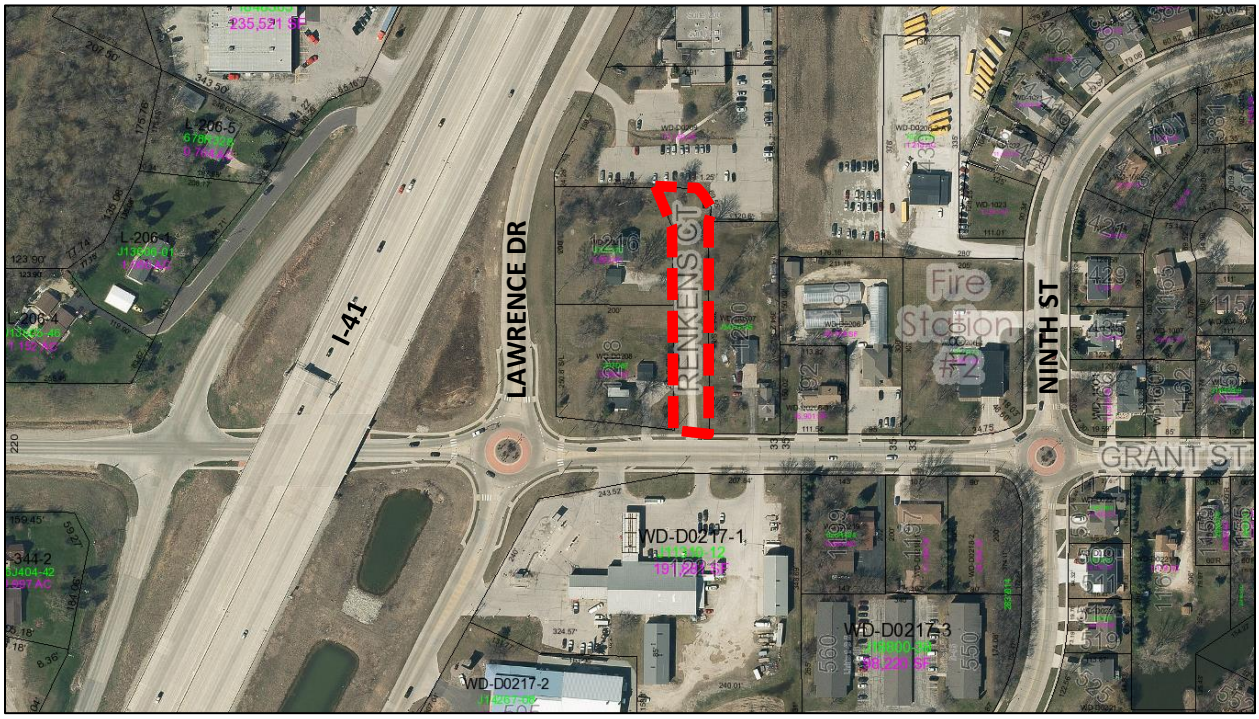
BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana D. Ledvina
City Clerk-Treasurer

ITEM 6: **Review and recommendation for a Proposed Right-Of-Way Vacation of all of Renkens Court (Adjacent to Parcels WD-D0207, WD-D0208, WD-D0209, WD-D0210). Submitted by Michael F. Dura, RA, Riverview Architecture and Krist Oil CO.***

PROPOSED RIGHT-OF-WAY VACATION



REQUESTED ACTION: Public Right-Of-Way Vacation Approval.

Right-Of-Way Vacation for all of Renkens Court.

COMMON DESCRIPTION: Renkens Court, located north from Grant Street and between Lawrence Drive & Ninth Street.

PARCEL NUMBER(S): Adjacent to Parcels WD-D0207, WD-D0208, WD-D0209, WD-D0210

EXISTING ZONING: None as the area is existing Right-Of-Way.

PROPOSED ZONING: If the vacation is approved by Common Council, the vacated right-of-way will take on the Highway 41 Business Corridor: District B of adjacent Parcels WD-D0209 and WD-D0210.

SURROUNDING LAND USES: Business to the north and south.
Residential to the east.
I-41 corridor to the west.

COMPREHENSIVE PLAN: Commercial.

Attachment: ROW Vacation - Renkens CT - Plan Commission Report (7675 : Resolution #18-126 Regarding the Vacation of a Public

APPLICANT/OWNER NAME:

Michael F. Dura, RA
Riverview Architecture
and Krist Oil Co.
303 Seldon Road
Iron River, MI 49935

Owner of right-of-way:

City of De Pere

SITE HISTORY:

After a review of air photographs, the subject area was originally agricultural. The drive lane that is presently within the Renkens Court right-of-way was put in place in the 1940's-50's.

The land that was originally dedicated to make the Renkens Court right-of-way came from current Parcels WD-D0209 and WD-D0210. Because of this, the land will be attached back to the two referenced parcels if a vacation occurs.

On November 26, 2018 the Plan Commission will review a conditional use permit, a right-of-way vacation, and a site plan for the area.

STAFF REVIEW:

When reviewing a right-of-way vacation/discontinuance, staff utilizes the vacation process identified in Wisconsin State Statutes 66.103 and 66.105. The role of the Plan Commission in the process is determining if such a vacation/discontinuance is necessary, and if so, recommending to the Common Council that the right-of-way be vacated/discontinued. The following are factors for consideration:

- At present, the right-of way is adjacent to 4 parcels of land, of which two parcels to the west, utilize the right-of-way for access via a driveway, not a fully improved public street.
- Both properties to the west are proposed to be purchased for the construction of a gas station and convenience store. The proposed development does not utilize Renkens Court for access.
- The two adjacent parcels are proposed for redevelopment total less than 2 acres. The right of way vacation would increase the redevelopment area to over 2 acres, which meets the minimum lot size for the HWY B Zoning District if the parcels are combined with vacated right-of-way.
- The street vacation has been reviewed by both Development Services and Engineering staff.
- If the right-of-way is vacated, the utility easement must remain due to existing underground utilities. No structures are allowed within the easement.
- The right of way is to be vacated in an 'as is' condition. If the right-of-way is vacated and access to the easement is required, any loss of

Attachment: ROW Vacation - Renkens CT - Plan Commission Report (7675 : Resolution #18-126 Regarding the Vacation of a Public

pavement or landscaping must be replaced by the developer as general replacement landscaping (grass/gravel) is put back into place.

- If the right-of-way is vacated the land will legally be attached to Parcels WD-D0209 and WD-D0210 to create lots similar to the following:

Typically, when a right-of-way is vacated, the land is divided in half and attached to each adjacent property owner. However; when all of the land was originally dedicated by an owner on one side of the right-of-way to create the street, all of the right-of-way then is attached back to the original land that dedicated the right-of-way. That is what happens with Renkens Court – the right-of-way is attached only to the two properties that dedicated the land, rather than to four adjacent properties.

All property owners within 300 feet of the subject area have been notified of the right-of-way vacation petition. As of November 20, 2018 staff only heard from Stuart Frankenthal of Jass Realty Company LLC, owner of adjacent Parcel WD-D0209, who does not support the proposed vacation, for the following reasons:

1. Economic impact to property (additional land attachment)
2. Loss of future access to property from Renkens Court

If an adjacent property owner objects to a proposed vacation, then the need for a simple majority vote of approval from the Common Council

changes to the need for a 2/3 vote (6 out of 8 Council members must vote in favor, not just 2/3 of Council members in attendance when voting).

Any property owner comments received after November 20, 2018 will be provided to the Plan Commission at the meeting on November 26, 2018.

REVIEW PROCESS: The Common Council will review the Plan Commission recommendation twice, first as a resolution on December 18, 2018 and then with a public hearing and resolution potentially on February 5, 2019.

Although not required by State Statutes, property owners within 300 feet were notified of all proposed meetings, and will again be notified of the February 5, 2019 public hearing.

This right of way review is linked to a number of other reviews necessary for the request to develop a Krist Oil Gas Station and Convenience Store at the northeast corner of Grant and Lawrence. Other concurrent reviews include:

1) Site Plan – Plan Commission review November 2018.
2) Conditional Use Permit – Plan Commission review November 2018. Council Review anticipated December 2018.

STAFF RECOMMENDATION: Staff recommends APPROVAL and forwarding the right-of-way vacation to the Common Council for final approval with the following conditions:

1. All existing easements remain in place.
2. Subject to Common Council approval of a related conditional use permit and site plan for lands located west from the right-of-way.

LEGAL DESCRIPTION

All of Renkens Court: A complete formal legal description will be completed if Plan Commission recommends approval of right-of-way vacation to Common Council.

Attachment: ROW Vacation - Renkens CT - Plan Commission Report (7675 : Resolution #18-126 Regarding the Vacation of a Public

Print Form

CITY OF DE PERE RECEIVED OCT 1 8 2018 PLANNING DEPT.

	CITY OF DE PERE **APPLICATION FOR ROW VACATION**	**Fee:** $ 305.00 **Receipt #:** 137225 **Date:** 10-18-18

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Krist Oil Company	Authorized Representative Michael F Dura, RA	Title Owners Agent	
Mailing Address 303 Seldon Road	City Iron River	State MI	ZIP Code 49935
Email Address mfdarch@centurytel.net	Phone Number (incl. area code) 715-732-9685	Fax Number (incl. area code)	

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

Name (Ind. Org. or Entity) See conditional use application	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: Right of Way Requested to be Vacated

Name of ROW:	Renkens Court
Legal Description to be Vacated: (Please attach map)	See site plan

SECTION 4: Reason of Vacation

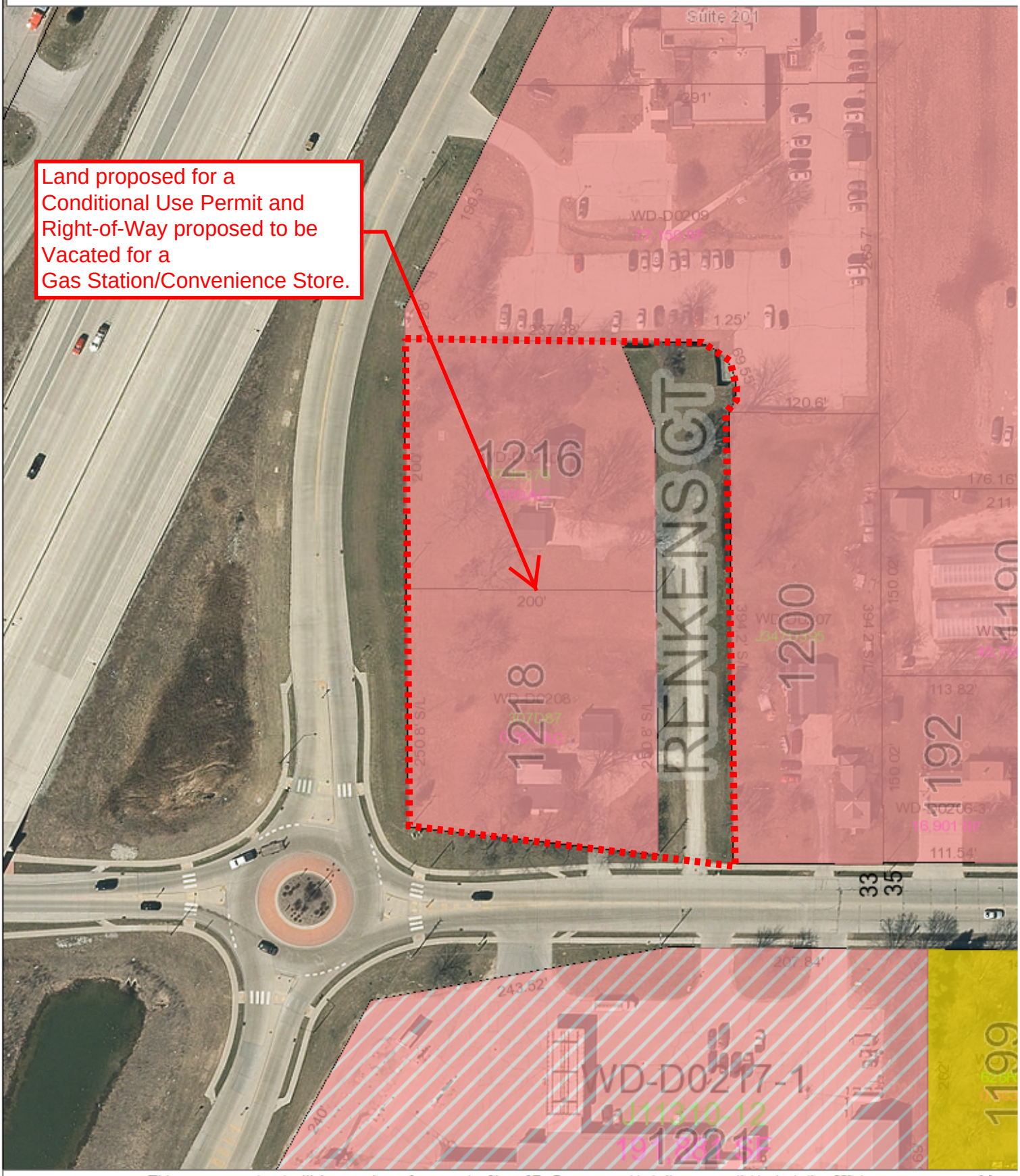
Reason for Requesting Vacation of ROW:	Renkens Court is only used to access the residence at 1216 Renkens Court. That residence will be removed as part of the proposed project.

SECTION 5: Certification and Permission

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

Name of Owner/Authorized Representative (please print) Michael F Dura	Title Owners agent	Phone Number 715-732-9685
Signature of Applicant		Date Signed October 5, 2018

Proposed Conditional Use Permit and ROW Vacation



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.

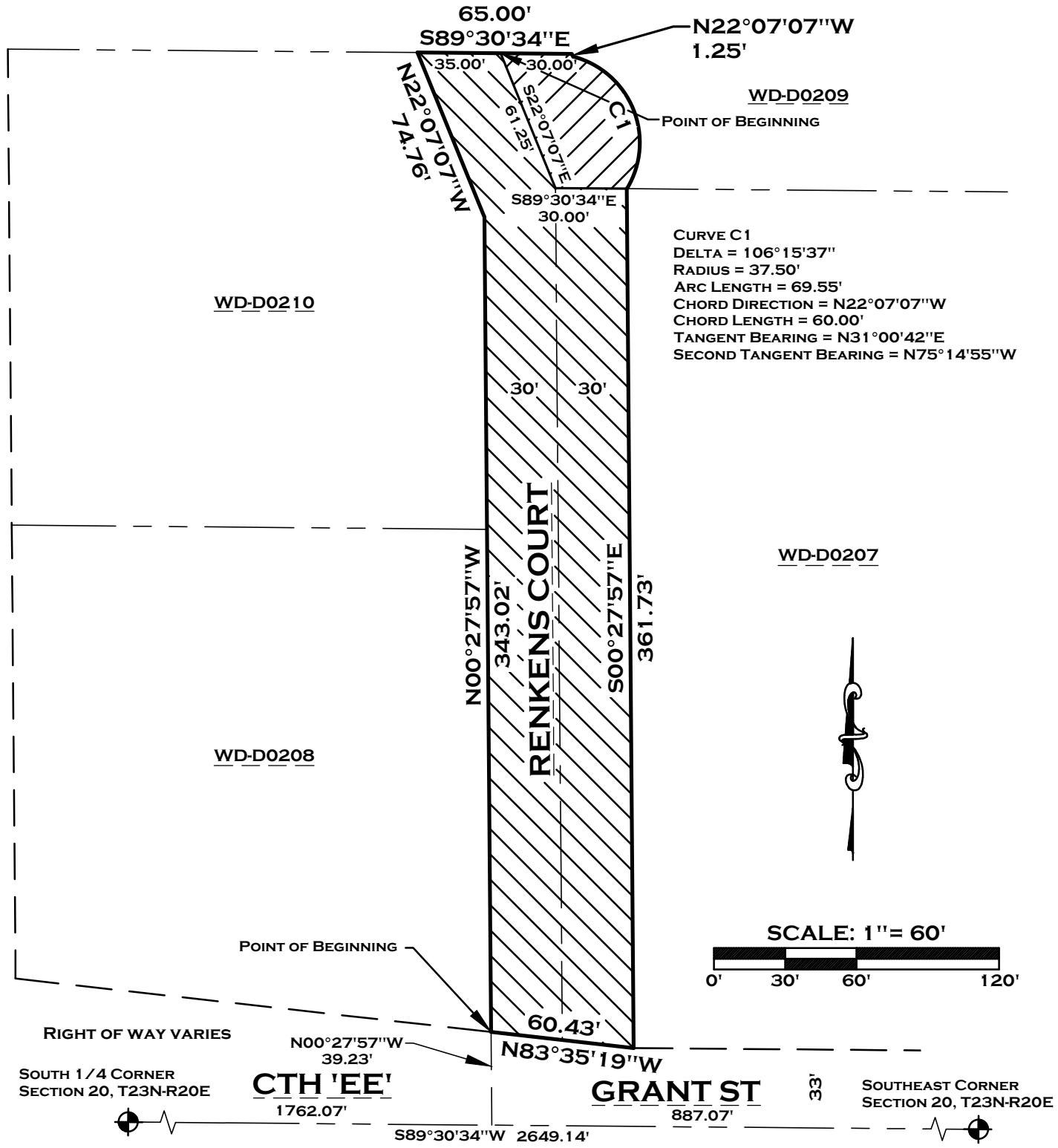
N
W

Map of De Pere, WI Provided By The De Pere Planning/GIS Department

11/13/2018

Attachment: Map of Subject Area (7675 : Resolution #18-126 Regarding the Vacation of a Public Thoroughfare (Renkens Court).)

EXHIBIT A



Portion of vacated Renkens Court
2,325 Square Feet (0.053 Acres)

Portion of vacated Renkens Court
23,526 Square Feet (0.540 Acres)

Robert E. Lee & Associates, Inc.
Engineering, Surveying, Environmental Services
1250 Centennial Centre Boulevard
Hobart, WI 54155 Phone:(920) 662-9641
Internet: www.releeinc.com Fax:(920) 662-9141

R:\0400\0404\0404438\dwg\Renkens Court Sketch.dwg

Attachment: Renkens Court Exhibit A (7675 : Resolution #18-126 Regarding the Vacation of a Public Thoroughfare (Renkens Court).)

LEGAL DESCRIPTION

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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**February 5, 2019**
DEPARTMENT:	**Board of Park Commissioners**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to Approve Sponsorship of Veterans Luncheon by Ryan Funeral Home**

The Board of Park Commissioners, at the January 17, 2019 meeting, approved the sponsorship of the Veterans Appreciation Luncheon by Ryan Funeral Home, and moved to send it to Common Council for approval. The above motion approved unanimously with a 7-0 vote.
The De Pere Park & Recreation Department, led by Activity Coordinator Dawn Barron, hosted a Veterans Appreciation Luncheon & Games event on November 14, 2018. Ryan Funeral Home provided table decorations and also paid for the luncheon catered in by the Swan Club. Due to this sponsorship, the event was free for participants. The value of this sponsorship was $1,000.

Staff is seeking approval for the acknowledgement of Ryan Funeral Home's generous sponsorship.

Thank you.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**February 5, 2019**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Ledvina**
SUBJECT:	**Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor License for Poppy Avenue Clean Beauty Bar (DBA Poppy Avenue Clean Beauty Bar), 115 N Broadway, De Pere. Submitted by Poppy Avenue Clean Beauty Bar, Agent: Audra Balof, De Pere, WI.**

This item was tabled at the January 15, 2019 Common Council meeting.

ATTACHMENTS:

- Alder Boyd-License Committee -Rec Premises Clean Beauty Bar (PDF)
- Poppy Av Clean Beauty Bar_Class B_Application (PDF)
- Alder Boyd-License Committee -Rec Premises Class B Application (PDF)

Attachment: Alder Boyd-License Committee -Rec Premises Clean Beauty Bar (7868 : Application for a Class B Combo License for Poppy Av

MEMORANDUM

TO: Alderperson James Boyd, Chair
License Committee Members
Mayor Michael Walsh
Members of the Common Council

FROM: Judith Schmidt-Lehman, City Attorney

DATE: February 5, 2019 (meeting date)

RE: Poppy Avenue Clean Beauty Bar, LLC Application for Class B Combination License (on premise consumption) – Additional Materials

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At the January 15, 2019 License Committee meeting, the above application was tabled to provide the applicant with the opportunity to provide the Committee (and Council) with additional materials to support their application for a Class B Combination License for Poppy Avenue Clean Beauty Bar as a "recreation premise" under §7-2 De Pere Municipal Code (DPMC). This memo is to provide the Committee (and Council) with an analysis of that additional material in light of §7-2 DPMC to provide guidance in your decision making.

On August 21, 2018, the Common Council adopted Ordinance 18-16, which amended city ordinances to define "recreation premises" for purposes of allowing the operation of a "recreation premises" in conjunction with a Class B license.[1]

Under that ordinance, the following was added to §7-2 De Pere Municipal Code:

> (h) *Recreation premise.* For purposes of Wis. Stats. §125.32(3m)(i), incorporated by reference under Sec. 7-1 of this Chapter, "recreation premises" means:
>
> > (1) a premises in which an organized and regularly conducted recreational activity takes place.

[1] It is important to remember that state law generally prohibits a Class B combination licensed premises from conducting any other business on the licensed premises. There are of course several exceptions to that prohibition in state law, including the exception for "recreation premises."

(2) Recreational activity means an activity primarily offered and undertaken for the purpose of exercise, relaxation, culture or education, including practice or instruction in any such activity.

To qualify as a "recreation premises" under city ordinance, the applicant must provide sufficient information for the Committee and Council to determine:

- the premises is a place where organized "recreational activity" regularly takes place;
- the "recreational activity" is undertaken primarily for the purpose of exercise, relaxation, culture or education;
- the "recreational activity" can include practice or instruction in the organized activity.

Put another way, a premise can qualify as a "recreation premise" only if it regularly offers organized activity that its customers engage in primarily for exercise, relaxation, culture or education (or instruction in said activity). The act of consuming alcohol beverages itself cannot be deemed a "relaxing" activity for purposes of meeting definition of a recreation premises.

Although the ordinance does not define what constitutes "exercise, relaxation, culture or education," the ordinance does require they consist of an activity. Since the ordinance does not provide specific definitions, common definitions and usage of the words are looked to in order to determine the meaning and intent of the language.

Miriam-Webster's Collegiate Dictionary (10th Edition) provides the following definitions:

Exercise:

to train; the regular or repeated use of a faculty or bodily organ; bodily exertion for the sake of developing or maintaining physical fitness; something practiced or performed in order to develop, improve, or display a special skill.

Relaxation/Relax

the act of relaxing or state of being relaxed; a relaxing or recreative state of activity or pastime or diversion; to make less rigid or less tense; to relieve from tension; to make less severe or stringent –modify.

Culture

the act of developing the intellectual and moral faculties; enlightenment and excellence of taste acquired by intellectual and aesthetic training; acquaintance with and taste in fine art, humanities and broad aspects of science as distinguished from vocational and technical skills; the customary beliefs, social forms and material traits of a racial, religious or social group.

Education/Educate

to train by formal instruction and supervised practices, especially in a skill, trade or profession; to develop mentally, morally, or aesthetically especially by

Attachment: Alder Boyd-License Committee -Rec Premises Clean Beauty Bar (7868 : Application for a Class B Combo License for Poppy Av

instruction; to provide with information-inform; teach; the knowledge and development resulting from an educational process.

The supplemental information provided by the license applicant gives information concerning various activities to be offered at the premises, some of which could fall into the "exercise, relaxation, culture or education" categories. For example, facials, hand and neck massages, and manicures are all examples of activities that could be undertaken for purposes of relaxation. Similarly, yoga, belly dancing and barre are physical exercise activities and some make-up demonstrations may be educational. However, many of the aforementioned activities are found only in the introductory paragraph of the additional materials, and not in the "monthly descriptions" that follow. Whether those types of activities will be regularly conducted on the premises is not clear from the materials provided.

Under §7-2 DPMC, in order to qualify under the "recreational activity" exception, the applicant is required to show it offers a qualifying recreational activity regularly on the premises. If that showing is not made, the application does not meet the qualifications of the city's ordinance and the application cannot be approved.

If you have any questions or concerns prior to the meeting, feel free to call me at 339-4042. Otherwise, I look forward to discussing this with you at the meeting on February 5, 2019.

J:\law\Memos\Alder Boyd-License Committee-Rec Premises Clean Beauty Bar2-5-19

Attachment: Alder Boyd-License Committee -Rec Premises Clean Beauty Bar (7868 : Application for a Class B Combo License for Poppy Av

Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning July 1 20 2018;
ending June 30 20 2019

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of } De Pere

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

Applicant's WI Seller's Permit No.:	FEIN Number:
456-1029698552-02	81-2154388

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

1. The named ☐ Individual ☐ Partnership ☑ Limited Liability Company ☐ Corporation / Nonprofit Organization
hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ Poppy Avenue Clean Beauty Bar

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

	Title	Name (Last, First, M.I.)	Home Address	Post Office & Zip Code
President/Member	member	Balof, Anara, C		
Vice President/Member	member	[redacted], Brewer, Christian, E		
Secretary/Member				
Treasurer/Member				
Agent ▶	Anara Balof			
Directors/Managers				

3. Trade Name ▶ Poppy Avenue Clean Beauty Bar Business Phone Number 920-585-4500
4. Address of Premises ▶ 115 N Broadway De Pere, WI 54115 Post Office & Zip Code ▶
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☑ Yes ☐ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☑ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☑ No
8. (a) **Corporate/limited liability company applicants only:** Insert state _____ and date _____ of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☑ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☑ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Retail space of 1600 sqft + back room
10. Legal description (omit if street address is given above):
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☑ Yes ☐ No
(b) If yes, under what name was license issued? Saks Holdings, LLC
12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277]. ☑ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. ☑ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☑ Yes ☐ No

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

A. Balof
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
12-31-18			
Date license granted	Date license issued	License number issued	

Attachment: Poppy Av Clean Beauty Bar_Class B_Application (7868 : Application for a Class B Combo License for Poppy Av Clean Beauty Bar)

poppy avenue
CLEAN BEAUTY BAR

115 N Broadway
De Pere, WI 54115

January 9, 2019

Carey Danen
City of De Pere
335 S Broadway
De Pere, WI 54115

Dear Carey,

Thank you for all your help and guidance in obtaining a class B license for our new business, Poppy Avenue Clean Beauty Bar, located at 115 N Broadway in De Pere. Below is information regarding our request.

Our Story:

Poppy Avenue Boutique is a business built on grace and coffee…alot of coffee! The mother daughter duo Audra and Christian founded the idea of Poppy Avenue Boutique after experiencing some big life changes and moving cross country from Texas to Wisconsin in 2016. We prayed for guidance on what our next steps in life should look like and over the next nine months Poppy Avenue Boutique turned into not only a dream, but a reality. Two years later they1~ stand next door to a new sister store, Poppy Avenue Clean Beauty Bar, Wisconsin's first clean beauty and wine bar.

We are requesting a class B license for Poppy Avenue Clean Beauty Bar for the following reasons:

1. At our core and culture Poppy Avenue Clean Beauty Bar is a one stop shop for clean cosmetics and skin care, relaxation, education, and daily beauty activity.

2. Additionally, we plan to rent out our space for private classes, bridal parties, and special events. We want to to be able to offer a licensed bartender to legally serve and sell beer and wine. Not only would the ability to serve beer and wine greatly increase interest and attendance, it would also allow our business extra supplementary gross revenue to be able to thrive and grow for years to come.

Attachment: Poppy Av Clean Beauty Bar_Class B_Application (7868 : Application for a Class B Combo License for Poppy Av Clean Beauty Bar)

3. Furthermore, if we are able to obtain a license we plan to present a small but delicious menu of wine and beer. By adding a variety of adult beverages it allows not only women to enjoy their experience in the beauty bar, but if their significant other tags along they will have a memorable experience as well. Besides the menu of wine and beer we will add a special weekend mimosa menu to lure shoppers back downtown. The result of offering these additional adult beverages on the weekend is to increase traffic flow not only for our businesses, but for our surrounding neighboring businesses and the entire downtown De Pere community.

4. Lastly, another advantage to acquiring a license is stimulating healthy economic growth by increasing job opportunities and extending staff hours. With this license we will be able to offer our neighborhood and city a vibrant and safe place to work and unwind.

We greatly appreciate your consideration,

Audra and Christian
920-585-4500
poppyavenuecleanbeautybar@gmail.com

Attachment: Poppy Av Clean Beauty Bar_Class B_Application (7868 : Application for a Class B Combo License for Poppy Av Clean Beauty Bar)

SURRENDER OF LICENSE
Part I

Legal/Real Name of Current Licensee: SAKS Holdings LLC
Premises Address: 115 N Broadway
Trade Name: SAKS Holdings

This is to advise that the undersigned is surrendering the following license(s)

Combination "Class B" Beer & Liquor
Class "B" Beer
Class "A" Beer and/or "Class A" Liquor **(circle which apply)**
Wholesale Beer
"Class C" Wine

to: Poppy Avenue Clean Beauty Bar
Insert Legal/Real name of Proposed Licensee and Trade Name)

And understand that said license(s) will be cancelled upon the Common Council's granting of a license to the applicant named herein.

New Applicant

Audra Balof
President, Member, Partner, Individual

A. Balof
Secretary, Member, Partner

Current Licensee

President, Member, Partner, Individual

Secretary, Member, Partner

State of Wisconsin)
) ss.
County of Brown

On the 9th day of January, 2019, personally came before me Andrew Krans, known to me to be the person(s) who executed the foregoing Surrender of License, and known to me to be the **Current Licensee** and acknowledged that s/he executed the foregoing document.

Carey E. Donovan
Notary Public

Brown County, Wisconsin

My Commission expires: 4-30-21

State of Wisconsin)
) ss.
County of Brown

On the 9th day of January, 2019, personally came before me Audra Balof, known to be to be the person(s) who executed the foregoing Surrender of License, and known to me to be the **Proposed New Applicant** and acknowledged that s/he executed the foregoing document.

Carey E. Donovan
Notary Public
Brown County, Wisconsin

My Commission expires: 4-30-21

Attachment: Poppy Av Clean Beauty Bar_Class B_Application (7868 : Application for a Class B Combo License for Poppy Av Clean Beauty Bar)

SURRENDER OF LICENSE
Part II

January 9, 2019
Date

City of De Pere Clerk
335 S. Broadway St.
De Pere, WI 54115

This is to notify you that I am the owner of the building located at

115 N Broadway, De Pere, Wisconsin.

I have entered into a lease for the above property effective January 1st, 2019 with

Poppy Av Clean Beauty Bar ,(Strike sentence if not applicable).

Further, this letter is to document that said owner or tenant has control of the premises, and may apply for the necessary beer and/or liquor licenses for said location.

Sincerely,

Signature of owner of building

Printed name of owner: ANDREW T. KRAUS

Home address of owner: 941 LAWTON PLACE, DePere, WI. 54115

Daytime phone number of owner: 920-371-5032

Attachment: Poppy Av Clean Beauty Bar_Class B_Application (7868 : Application for a Class B Combo License for Poppy Av Clean Beauty Bar)

Attachment: Alder Boyd-License Committee -Rec Premises Class B Application (7868 : Application for a Class B Combo License for Poppy Av

MEMORANDUM

TO: Alderperson James Boyd, Chair
License Committee Members

FROM: Judith Schmidt-Lehman, City Attorney Judy

DATE: January 15, 2019 (meeting date)

RE: Application of Poppy Avenue Boutique, LLC for Class B Combination License (on premise consumption)

The premise described in the application for a "Class B" fermented malt beverage ("beer") and "Class B" intoxicating liquor ("liquor") license also houses a retail store known as "Poppy Avenue Clean Beauty Bar," which is described in supplemental materials from the applicant as "…a one stop shop for clean cosmetics and skin care, relaxation, education, and daily beauty activity."

As you are aware, State law[1] limits the types of businesses that can be operated in conjunction with a Class "B" beer license. A "Class B" Intoxicating Liquor license may only be issued in conjunction with a Class "B" Beer license.[2]

Exceptions to this rule are:

- hotel;
- restaurant;
- combination grocery store and tavern;
- combination sporting goods store and tavern;
- combination novelty store and tavern;
- bowling alley or recreation premises;
- club, society or lodge;
- movie theater; and
- painting studio

[1] Wis. Stats. §125.32(3m)(i)
[2] Wis. Stats. §125.51(3)(f)

In August, 2018, the Common Council adopted Ordinance 18-16, which amended city ordinances to define "recreation premises" for purposes of the above exceptions.

Under that ordinance, the following language was added to §7-2 De Pere Municipal Code:

> (h) *Recreation premise.* For purposes of Wis. Stats. §125.32(3m)(i), incorporated by reference under Sec. 7-1 of this Chapter, "recreation premises" means:
>
> (1) a premises in which an organized and regularly conducted recreational activity takes place.
>
> (2) Recreational activity means an activity primarily offered and undertaken for the purpose of exercise, relaxation, culture or education, including practice or instruction in any such activity.

In order for the application to be considered meeting the qualifications of the city's ordinance, the applicant must provide sufficient information for the Committee and Council to determine:

1. a "recreational activity" is being offered and undertaken on the premises; and
2. that "recreational activity" is undertaken primarily for the purpose of exercise, relaxation, culture or education; and
3. the "recreational activity" can include practice or instruction in the recreational activity.

After a careful review of the application materials, it is difficult to discern what recreational activity is slated to occur at or in the Beauty Bar. The information provided shows that the location retails beauty products and the experience would be 'enjoyable' and perhaps 'memorable.' However, the application does not identify activities to occur on the premises which are primarily offered and undertaken for exercise, relaxation, culture or education.

In order to qualify under the "recreational activity" exception to the ban on more than one business to exist on a Class B licensed premises, a showing that a qualifying recreational activity is to be regularly conducted on the premises is required. If that showing is not made, the application does not meet the qualifications of the city's ordinance and the application cannot be approved.

If you have any questions or concerns prior to the meeting, feel free to call me at 339-4042. Otherwise, I look forward to discussing this with you at the meeting.

Attachment: Alder Boyd-License Committee -Rec Premises Class B Application (7868 : Application for a Class B Combo License for Poppy Av

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**February 5, 2019**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**Recommendation from Plan Commission regarding a Precise Implementation Plan (PIP) Plan for a proposed single family development within part of the unrecorded Garrity's Glen South plat at 2500 BLK Lawrence Drive (parts of Parcels WD-L482, WD-L483 & WD-L484). Submitted by Pat Kaster, TLKM Development LLC, authorized agent R&M Garrity Farm LLC, property owner.**

The Plan Commission recommendation will be shared during the Common Council meeting; the typical January 28, 2019 Plan Commission meeting was rescheduled to take place on the evening of February 5, 2019 due to weather.

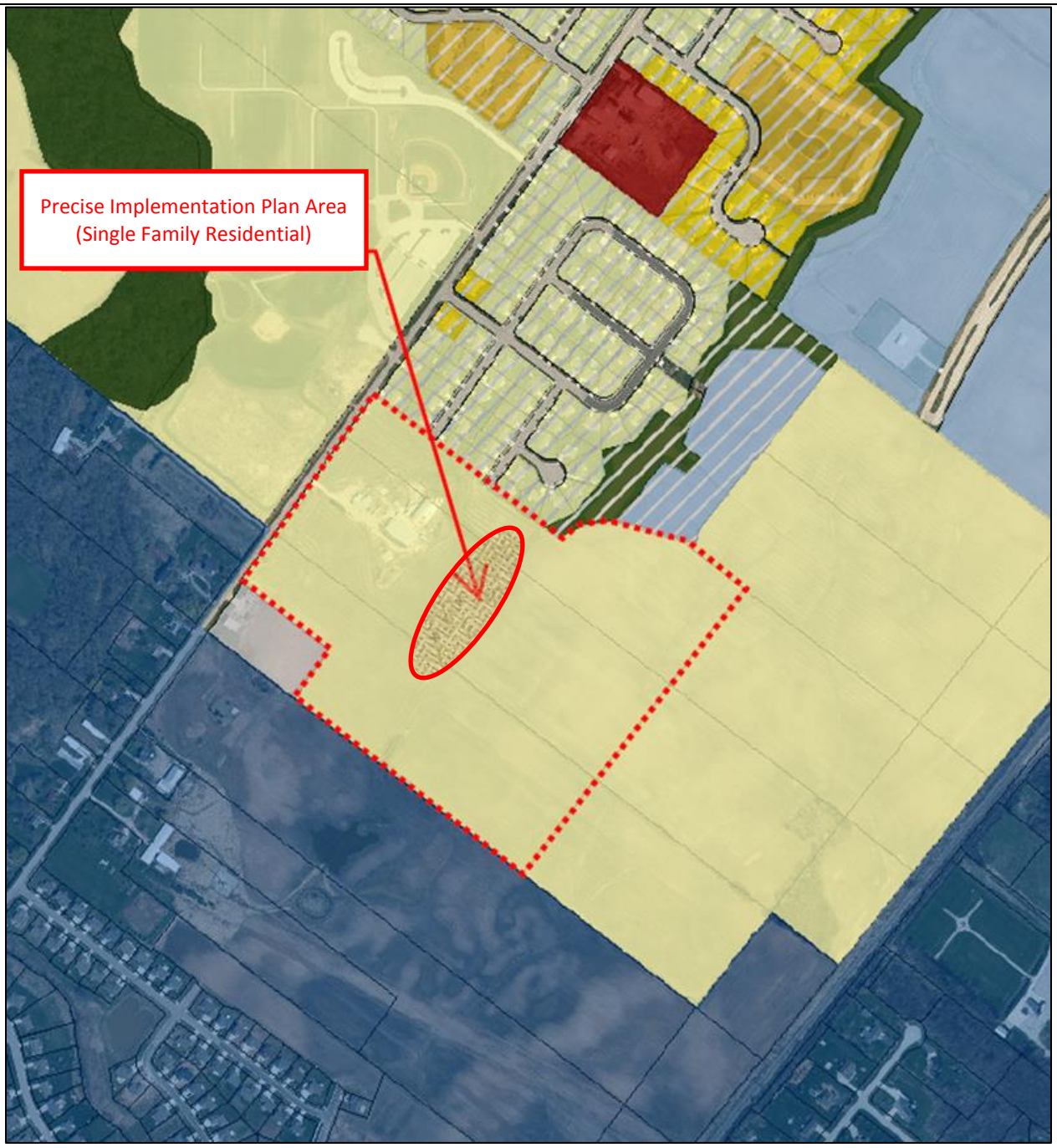
ATTACHMENTS:

- PIP for Garrity's Glen South - Report to Plan Commission (DOCX)
- Application Form (PDF)
- PIP Area Map (PDF)
- Precise Implementation Plan (PDF)

Item 8: **Recommendation regarding a Precise Implementation Plan (PIP) Plan for a proposed single family development within part of the unrecorded Garrity's Glen South plat at 2500 BLK Lawrence Drive (parts of Parcels WD-L482, WD-L483 & WD-L484). Submitted by Pat Kaster, TLKM Development LLC, authorized agent R&M Garrity Farm LLC, property owner.***

SITE MAPS

Attachment: PIP for Garrity's Glen South - Report to Plan Commission (7858 : Recommendation from Plan Commission regarding a Precise



REQUESTED ACTION: Precise Implementation Plan (PIP) request.

The project reflects a rezoning and General Development Plan for the proposed Garrity's Glen South plat, which was approved by Plan Commission and Common Council in November & December, 2018.

COMMON DESCRIPTION: 2500 BLK Lawrence Drive, located generally between County Clare Road and the south City of De Pere limits.

PARCEL NUMBERS: Parts of WD-L482, WD-L483 and WD-L484

Attachment: PIP for Garrity's Glen South - Report to Plan Commission (7858 : Recommendation from Plan Commission regarding a Precise

EXISTING ZONING: Subject Area is zoned R-1 PDD (Planned Development District).
The remainder of the proposed Garrity's Glen South plat is zoned R-1, R-2, and R-3.

PROPOSED ZONING: No proposed rezoning. This application is a follow up Precise Implementation Plan to the R1-PDD Rezoning that occurred for Lots 48-71 in December of 2018.

SURROUNDING LAND USES: Residential and natural areas to the north.
Agricultural and industrial to the south.
Agricultural to the east.
Southwest Park to the west.

COMPREHENSIVE PLAN: Neighborhood Residential (Including Multi-Family).
Business park near Outlot 2.

APPLICANT / OWNER:

Pat Kaster
TLKM Development LLC
Authorized Representative
2170 Velp Avenue, Suite 106
Green Bay, WI 54303

R&M Garrity Farm LLC ETAL
Property Owner
3173 Trenton Lane
Green Bay, WI 54313-4025

SITE HISTORY: After a review of air photographs, the property and nearby areas were used for agricultural purposes. Adjacent residential development to the north occurred in the late 2000's. The site is located adjacent to the City of De Pere and Town of Lawrence municipal limits.

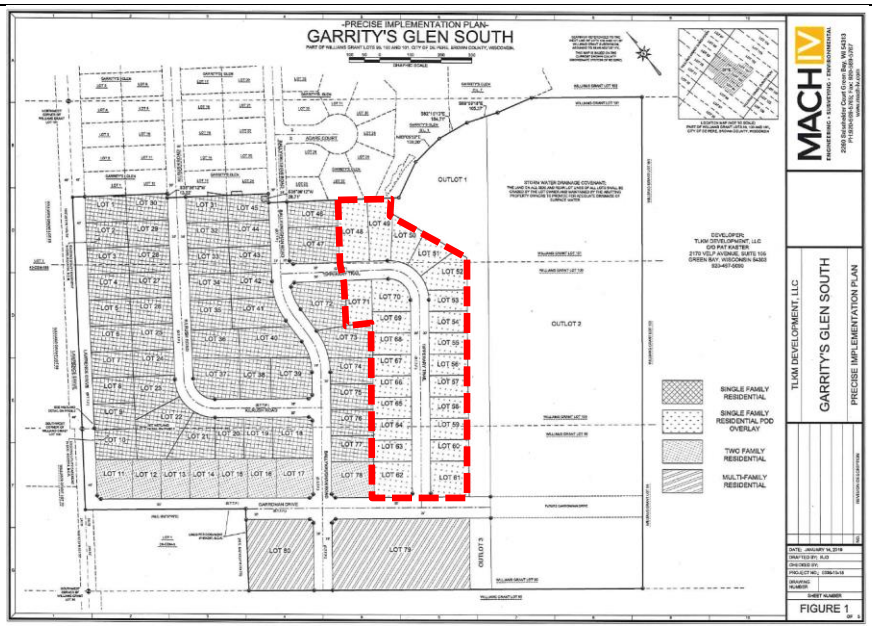
On November 26, 2018, Plan Commission reviewed and recommended approval of a proposed preliminary plat for the area titled, "Garrity's Glen South." Common Council approved the preliminary Plat on December 18, 2018.

In November 26, 2018, Plan Commission reviewed and recommended approval of a rezoning for the proposed preliminary plat titled, "Garrity's Glen South." The rezoning approval included approving a General Development Plan to allow proposed **single family lots 48-71** to have smaller street frontages, lot sizes, and side yard setbacks. Common Council approved the rezoning and General Development Plan on December 18, 2018.

When a rezoning with a PDD overlay is approved, a Precise Implementation Plan must be submitted for approval within <u>five years</u> of an approved rezoning with a PDD overlay and General Development Plan. This proposal falls within the five year timeline.

REVIEW: When reviewing a Site Plan and PIP request, staff considers the future land use recommendation of the Comprehensive Plan, surrounding land uses and desired development patterns, as well as the criteria identified in Zoning Code Section 14-60 (assuming there is a site plan involved).

Attachment: PIP for Garrity's Glen South - Report to Plan Commission (7858 : Recommendation from Plan Commission regarding a Precise



The site is zoned R-1-PDD, and the Precise Implementation Plan has been written to meet all of the requirements of the R-1 District, with the following exceptions for proposed Garrity's Glen South **Lots 48-71** only:

1. The minimum allowed street frontage will be 70 feet instead of 85 feet.
    a. This benefits Lots 49-60 & 63-69.
2. The minimum allowed lot size will be 8,500 square feet instead of 10,000 square feet.
    a. This benefits Lots 53-60 & 63-69.
3. The minimum allowed side yard setbacks will be 8 feet instead of 10 feet.
    a. This benefits Lots 48-71.

The Planned Development District was established in order to provide for lot sizes that are slightly smaller than Code requirements, and with the intent of the neighborhood creating a Home Owners Association that addresses landscaping, maintenance, etc. The association is not facilitated by the City. The association PDD area does not offer any exceptions from Municipal Code other than the three referenced above.

Typically a Precise Implementation Plan includes a site plan for the Plan Commission to review and approve. This application does not have a site plan because the Plan Commission does not oversee the design standards of single family homes in R-1 Districts. However, for informational purposes, the Precise Implementation Plan document (attached) includes photos of concept homes that may be developed.

The developer understands that the lots may be smaller and narrower than typical and specially designed housing is needed. The developer demonstrated, during the rezoning and General Development Plan

Attachment: PIP for Garrity's Glen South - Report to Plan Commission (7858 : Recommendation from Plan Commission regarding a Precise

phase of the project, that there is housing market that is demanding a lifestyle where property maintenance is minimized and smaller lots are desired, yet individual lot ownership is available.

The Precise Implementation Plan proposals fit within the design of the Garrity's Glen South plat. The storm water management, street interconnectivity, and all other requirements of a typical subdivision will be addressed with the final plat approval. Plan Commission reviews the final plat on February 5, 2019.

STAFF COMMENTS: **Development Services: None**

NOTE: Due to the site being zoned R-1 PDD, there is not a separate site plan for review by multiple departments. Thus, staff comments reflect text correction recommendations from staff for the Precise Implementation Plan document.

REVIEW PROCESS: For Precise Implementation Plan proposals the Plan Commission provides either an approval, rejection with reason, or approval with conditions decision. However, because the area is zoned single family residential, the review will be done along with the review of a final plat (Garrity's Glen South) on January 28, 2019. The Common Council also reviews and provides a final decision of approval or rejection. Common Council is expected to take action on February 5, 2019.

Property owners within 300' of the subject area were notified of the Planned Development District when the property was rezoned in 2018.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the Precise Implementation Plan that allows the following for proposed Garrity's Glen South Plat Lots 48-71 to each have a minimum 70-foot street frontage, a minimum 8,750 square foot lot area, and a minimum 8-foot side yard setback.

Attachment: PIP for Garrity's Glen South - Report to Plan Commission (7858 : Recommendation from Plan Commission regarding a Precise

	CITY OF DE PERE **APPLICATION FOR PLAT REVIEW** CITY OF DE PERE RECEIVED JAN 11 2019	**Fee:** $195.— **Receipt #:** 00138908 **Date:** 11 Jan 2019

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) TLKM DEVELOPMENT, LLC	Authorized Representative PATRICIA KASTER	Title MANAGING MEMBER	
Mailing Address 2710 VELP S	City GREEN BAY	State WI	ZIP Code 54303
Email Address PKASTER@R	Phone Number (incl. area code) 920.497.5090	Fax Number (incl. area code) 920.497.4881	

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

Name (Ind. Org. or Entity) R&M GARRITY FARM. LLC	Contact Person JOSEPH G/	Title MANAGING MEMBER	
Mailing Address 4030 BOY S(	City TAMPA	State FL	ZIP Code 33607
Email Address JOSEPH.GAR	Phone Number (incl. area code) 813.281.8242	Fax Number (incl. area code) NA	

SECTION 3: Project or Site Location

Project Address/Description GARRITY GLEN SOUTH	Parcel No. L-482, L-483, L-484

SECTION 4: Plat Review

Review Type:	☐ Preliminary Plat ☑ Final Plat	
Fee:	Preliminary Plat Fee: $278 + (____# of lots x $68) Final Plat Fee: $195	$195.00
Present Use of Parcel:	AGRICULTURAL	
Proposed Use of Lots:	RESIDENTIAL	

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

SECTION 5: Certification and Permission

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

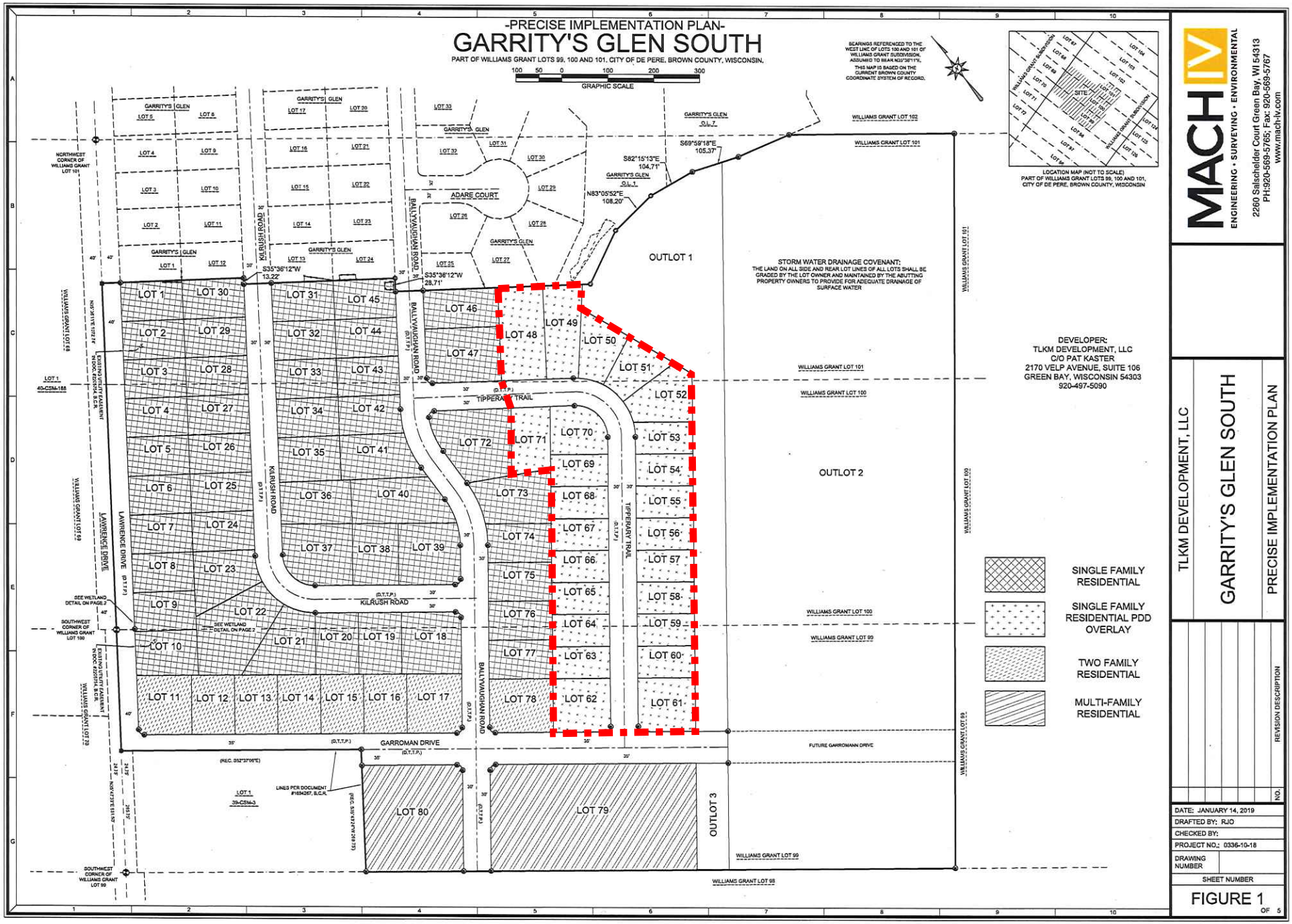
Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print)	Title MANAGING MI	Phone Number 920.497.5090
Signature of Applicant Patricia Kaster		Date Signed 1-10-2019

TO BE COMPLETED BY CITY STAFF

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

Attachment: Application Form (7858 : Recommendation from Plan Commission regarding a Precise Implementation Plan (PIP) Plan for a



Attachment: PIP Area Map (7858 : Recommendation from Plan Commission regarding a Precise

GARRITY'S GLEN SOUTH
PRECISE IMPLEMENTATION PLAN

MACH IV
ENGINEERING • SURVEYING • ENVIRONMENTAL

DATE: January 14, 2019

PETITIONER: TLKM Development, LLC
2170 Velp Avenue Suite 106
Green Bay, WI 54303

PARCEL NUMBERS: Part of WD-L482, WD-L483, & WD-L484

EXISTING ZONING: R-1 Single Family Residential

PROPOSED ZONING:

Proposed zoning is shown in Figure 1. In summary, in approved, zoning will be as follows:

Lots 1-10, 18-47, 72-77 will remain R-1 zoning
Lots 11-17 & 78 are proposed as R-2 Two Family
Lots 48-71 are proposed as R-1 Single Family with a Planned District Development (PDD) overlay.
Lots 79-80 are proposed as R-3 Multifamily
The overlay lots will conform to R-1 Single Family lots with the following exceptions:

Minimum Lot Width:	70'	(R1 is 85')
Minimum Lot Size	8,750 sf	(R1 is 10,000)
Side Yard Setbacks:	8'	(R1 is 10')

BACKGROUND:

The applicant proposes the above rezoning in order to develop the property into a mixed use residential development. The PDD overlay will allow for a portion of the site to be developed as a home owner's association. The intent is to provide a market product that features a maintenance free lifestyle for the owners. The association will allow individual home ownership, will be easier for prospective buyers to finance, and provide exterior maintenance to the association members. Furthermore, the slightly denser development provided by the PDD will act as a buffer to transition the future commercial/industrial development likely to occur to the east. The result for the City will be a development that has homes that are well maintained, retain their value, and for all practical purposes function the same (in terms of demands on city services) as standard R-1 districts. Outlot 1 and 3 are designated for storm water management infrastructure. The storm water management infrastructure will likely be shared with the future development to the east.

Boundaries

The proposed development is located on portions of three tax parcels (WD-L482, WD-L483, & WD-L484). The western portions of the site will be subdivided via a plat. The balance of the parcels will remain with the current owner. The Final Plat is enclosed.

Generalized Site Plan

The proposed zoning is shown in Figure 1 and the proposed Final Plat is enclosed. The homes in the PDD Overlay area are conceptually shown in Figure 2 and 3. Examples of the proposed multifamily units are shown in Figure 4 and 5.

Attachment: Precise Implementation Plan (7858 : Recommendation from Plan Commission regarding a Precise Implementation Plan (PIP) Plan

2260 Salscheider Court
Green Bay, WI 54313
MACH IV
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Phone: 920-569-5765
Fax: 920-569-5767
www.mach-iv.com

PRECISE IMPLEMENTATION PLAN:

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

a) An accurate identification of the area of the Precise Implementation Plan as it relates to the General Development Plan.
Refer to Figure 1.

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

c) The topography of the area of the Precise Implementation Plan showing contours at an interval of no more than 5 feet.
With the exception of the R-3 Multifamily sites, the grading for the proposed development is proposed as public facilities and as such, would be designed in accordance with application City standards by the City. No deviations from City design standards are proposed. The City will depict proposed grades during the infrastructure design.

The R-3 Multifamily sites will be subject to City Site Plan Review and will conform to City grading requirements. The regional storm water management facilities will be designed to incorporate these sites.

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

e) A proposed grading plan for the area of the Precise Implementation Plan.
With the exception of the R-3 Multifamily sites, the grading for the proposed development is proposed as public facilities and as such, would be designed in accordance with application City standards.

The R-3 Multifamily sites will be subject to City Site Plan Review and will conform to City grading requirements as it is assumed the regional storm water management facilities will be designed to incorporate these sites.

f) Specific landscape plans for all common open space, amenities or housing groups other than private single family lots, including fences, walls, signs, and lighting.
The R-1 lots will be sold to private owners and their individual landscape areas will conform to City standards for an R-1 zoning district. The R-2 lots will be sold to private owners and their individual landscape areas will conform to City standards for an R-2 zoning district.

Landscaping of the homes in the R1/PDD overlay will be constructed at the time the homes are built. The landscaping is provided at that time is intended to create an equitable uniform curb appeal across that portion of the development. The R-3 Multifamily sites will be subject to City Site Plan Review and will conform to City landscape requirements. Example landscape areas for similar R1/PDD and multifamily sites are shown in Figures 2-5.

Landscaping in the terraces associated with the roadways will conform to City standards and will include street trees if required by the City.

g) Architectural plans for any nonresidential buildings, multiple family structures or building clusters other than conventional single family homes on individual lots in sufficient detail to indicate the floor area, bulk, and visual character of such buildings.
Sample homes in the PDD overlay district are shown in Figure 2 and 3. The proposed conceptual multifamily buildings are shown in Figure 4 and 5.

h) Detailed storm drainage, sanitary sewage disposal, and water system plans approved by the Board of Public Works.
The infrastructure is proposed as public facilities and as such, would be designed in accordance with application City standards. No deviations from City design standards are proposed.

i) Proposed engineering standards for all roads, parking areas, and walkways.
The roads and walkways are proposed as public facilities and as such, would be designed in accordance with application City standards. No deviations from City design standards are proposed. The R-3 multifamily sites will be subject to City Site Plan reviews and no deviations from City standards are anticipated..

j) Agreements, bylaws, covenants, and other documents providing for permanent preservation and maintenance of common open areas and amenities.
The proposed home owner's association bylaws are enclosed. No further agreements, bylaws, or covenants are proposed. The bylaws would apply to lots in the PDD overlay. The R1 lots will have restrictive covenants, restrictive covenants are enclosed.

k) A schedule and map as to the intended phasing of development if more than one phase is intended.
The proposed development is projected to occur in a single phase.

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

-PRECISE IMPLEMENTATION PLAN-

GARRITY'S GLEN SOUTH

PART OF WILLIAMS GRANT LOTS 99, 100 AND 101, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

100 50 0 100 200 300
GRAPHIC SCALE

BEARINGS REFERENCED TO THE WEST LINE OF LOTS 100 AND 101 OF WILLIAMS GRANT SUBDIVISION, ASSUMED TO BEAR N35°36'11"E.

THIS MAP IS BASED ON THE CURRENT BROWN COUNTY COORDINATE SYSTEM OF RECORD.

LOCATION MAP (NOT TO SCALE)
PART OF WILLIAMS GRANT LOTS 99, 100 AND 101, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

DEVELOPER:
TLKM DEVELOPMENT, LLC
C/O PAT KASTER
2170 VELP AVENUE, SUITE 106
GREEN BAY, WISCONSIN 54303
920-497-5090

MACH IV
ENGINEERING • SURVEYING • ENVIRONMENTAL
2260 Salscheider Court Green Bay, WI 54313
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TLKM DEVELOPMENT, LLC

GARRITY'S GLEN SOUTH

PRECISE IMPLEMENTATION PLAN

NO.	REVISION DESCRIPTION

DATE: JANUARY 14, 2019
DRAFTED BY: RJO
CHECKED BY:
PROJECT NO.: 0336-10-18
DRAWING NUMBER
SHEET NUMBER

FIGURE 1 OF 5

Attachment: Precise Implementation Plan (7859 : Recommendation from Plan Commission regarding a Precise Implementation Plan (PIP) Plan for a propose)

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TLKM DEVELOPMENT, LLC

GARRITY'S GLEN SOUTH

R-1/PDD CONCEPT PHOTOS

NO.	REVISION DESCRIPTION

DATE: JANUARY 14, 2019
DRAFTED BY: RJO
CHECKED BY:
PROJECT NO.: 0336-10-18
DRAWING NUMBER
SHEET NUMBER

FIGURE 2
OF 5

Attachment: Precise Implementation Plan (7858 : Recommendation from Plan Commission regarding a Precise Implementation Plan (PIP) Plan for a propose)

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TLKM DEVELOPMENT, LLC

GARRITY'S GLEN SOUTH

R-1/PDD CONCEPT PHOTOS

NO.	REVISION DESCRIPTION

DATE: JANUARY 14, 2019
DRAFTED BY: RJO
CHECKED BY:
PROJECT NO.: 0336-10-18
DRAWING NUMBER
SHEET NUMBER

FIGURE 3
OF 5

Attachment: Precise Implementation Plan (7858 : Recommendation from Plan Commission regarding a Precise Implementation Plan (PIP) Plan for a propose)

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www.mach-iv.com

TLKM DEVELOPMENT, LLC

GARRITY'S GLEN SOUTH

R-3 CONCEPT PHOTOS

NO.	REVISION DESCRIPTION

DATE: JANUARY 14, 2019
DRAFTED BY: RJO
CHECKED BY:
PROJECT NO.: 0336-10-18
DRAWING NUMBER
SHEET NUMBER

FIGURE 4 OF 5

Attachment: Precise Implementation Plan (7059 : Recommendation from Plan Commission regarding a Precise Implementation Plan (PIP) Plan for a propose)

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

TLKM DEVELOPMENT, LLC

GARRITY'S GLEN SOUTH

R-3 CONCEPT PHOTOS

NO.	REVISION DESCRIPTION

DATE: JANUARY 14, 2019
DRAFTED BY: RJO
CHECKED BY:
PROJECT NO.: 0336-10-18
DRAWING NUMBER
SHEET NUMBER

FIGURE 5 OF 5

Attachment: Precise Implementation Plan (7058 : Recommendation from Plan Commission regarding a Precise Implementation Plan (PIP) Plan for a propose)

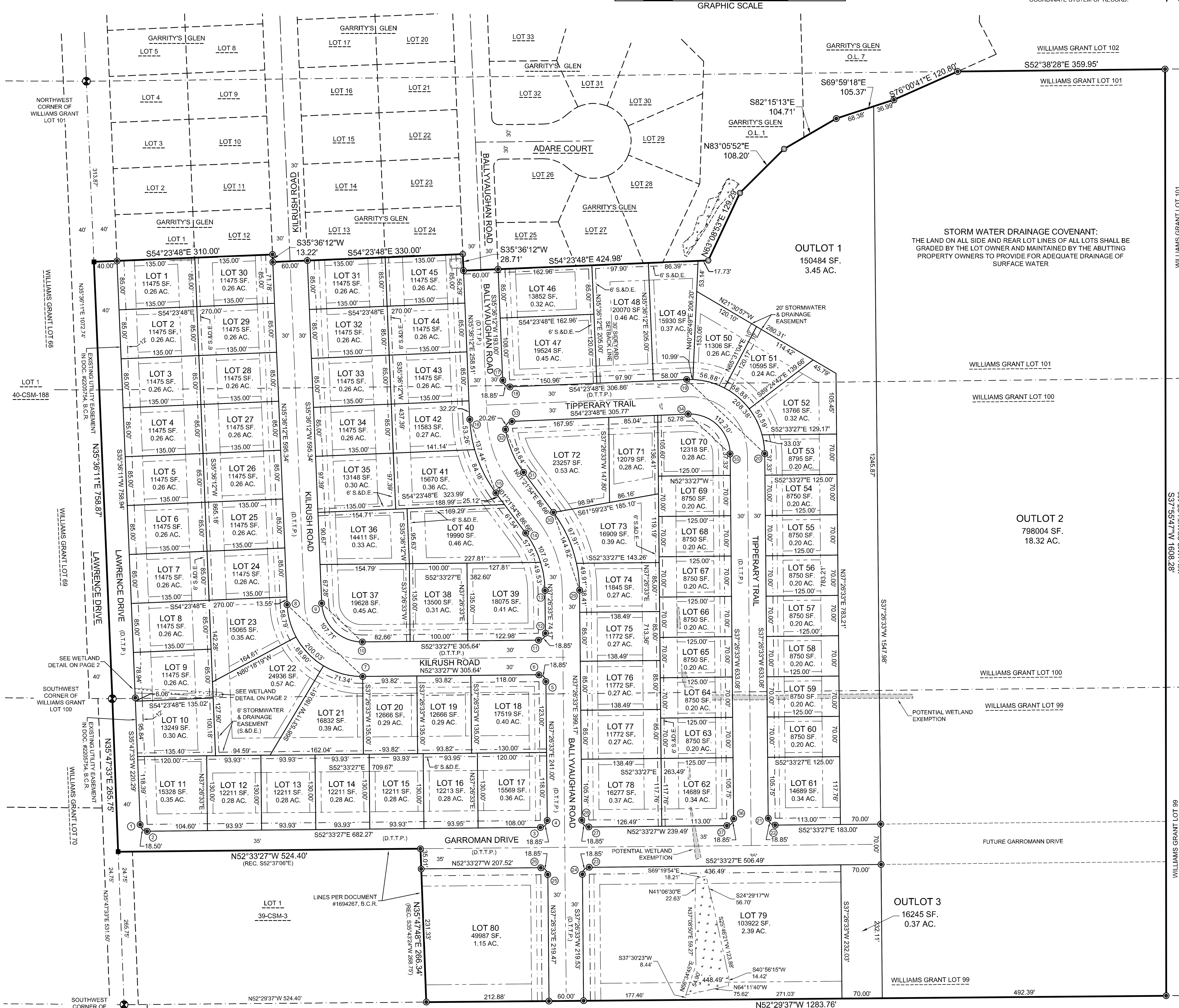
GARRITY'S GLEN SOUTH

PART OF WILLIAMS GRANT LOTS 99, 100 AND 101, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

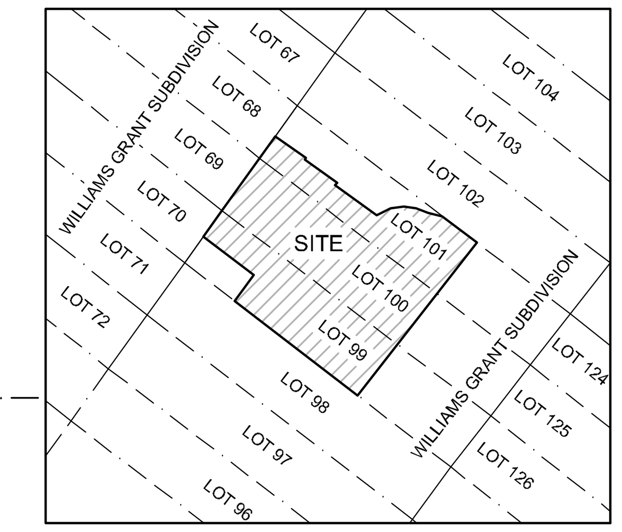
100 50 0 100 200 300
GRAPHIC SCALE

BEARINGS REFERENCED TO THE WEST LINE OF LOTS 100 AND 101 OF WILLIAMS GRANT SUBDIVISION, ASSUMED TO BEAR N35°36'11"E.

THIS MAP IS BASED ON THE CURRENT BROWN COUNTY COORDINATE SYSTEM OF RECORD.



STORM WATER DRAINAGE COVENANT:
THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE LOT OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER



LOCATION MAP (NOT TO SCALE)
PART OF WILLIAMS GRANT LOTS 99, 100 AND 101, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

CURVE DATA

CURVE #	CENT. ANG	RADIUS	ARC	CHD. DIST.	CHD BRG.
1-2	88°21'00"	12.00'	18.50'	16.72'	S08°22'57"E
3-4	90°00'00"	12.00'	18.85'	16.97'	N82°26'33"E
5-6	90°00'00"	12.00'	18.85'	16.97'	N07°33'27"W
7-8	88°09'39"	130.00'	200.03'	180.87'	N08°28'37"W
LOT 21	31°26'38"	130.00'	71.34'	70.45'	N36°50'08"W
LOT 22	30°48'29"	130.00'	69.90'	69.06'	N05°42'34"W
LOT 23	25°54'31"	130.00'	58.79'	58.29'	N22°38'56"E
9-10	88°09'39"	70.00'	107.71'	97.39'	S08°28'37"E
11-12	90°00'00"	12.00'	18.85'	16.97'	N82°26'33"E
13-14	36°04'39"	170.00'	107.04'	105.28'	N19°24'13"E
LOT 39	16°41'38"	170.00'	49.53'	49.36'	N29°05'44"E
LOT 40	19°23'01"	170.00'	57.51'	57.24'	N11°03'24"E
15-16	34°14'18"	230.00'	137.44'	135.41'	N18°29'03"E
LOT 41	20°58'16"	230.00'	84.18'	83.71'	N11°51'02"E
LOT 42	13°16'03"	230.00'	53.26'	53.14'	N28°58'11"E
17-18	90°00'00"	12.00'	18.85'	16.97'	S09°23'48"E
19-20	91°50'21"	130.00'	208.38'	186.77'	S08°28'37"E
LOT 49	4°50'37"	130.00'	10.99'	10.99'	S51°58'29"E
LOT 50	25°04'15"	130.00'	56.88'	56.43'	S37°01'03"E
LOT 51	25°04'15"	130.00'	56.88'	56.43'	S11°56'49"E
LOT 52	22°17'51"	130.00'	50.59'	50.27'	S11°44'14"W
LOT 53	14°33'24"	130.00'	33.03'	32.94'	S30°09'51"W
21-22	90°00'00"	12.00'	18.85'	16.97'	S07°33'27"E
23-24	90°00'00"	12.00'	18.85'	16.97'	S82°26'33"W
25-26	90°00'00"	12.00'	18.85'	16.97'	N07°33'27"W
27-28	90°00'00"	12.00'	18.85'	16.97'	N07°33'27"W
29-30	36°04'39"	230.00'	144.82'	142.44'	N19°24'13"E
LOT 73	24°23'25"	230.00'	97.91'	97.17'	N13°33'36"E
LOT 74	11°41'14"	230.00'	46.91'	46.83'	N31°35'56"E
31-32	27°30'59"	170.00'	81.64'	80.86'	N15°07'23"E
32-33	96°43'19"	12.00'	20.26'	17.94'	N77°14'32"E
34-35	91°50'21"	70.00'	112.20'	100.57'	S08°28'37"E
36-37	90°00'00"	12.00'	18.85'	16.97'	S82°26'33"W

LEGEND

- 2.38" (O.D.) X 18" IRON PIPE WEIGHING 3.65 LBS/LIN. FOOT SET
- 1" IRON PIPE FOUND
- MAG NAIL SET
- BROWN COUNTY MONUMENT - TYPE NOTED
- ALL OTHER LOT CORNERS MARKED WITH A 1.32" (O.D.) X 18" IRON PIPE WEIGHING 1.68 LBS\LIN. FOOT.
- ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST HUNDREDTH OF A FOOT.
- ALL DISTANCES ON CURVES ARE ARC LENGTHS.

30' FRONT YARD BUILDING SETBACK (UNLESS NOTED)
8' TREE PLANTING EASEMENT PLUS 12' UTILITY EASEMENT (UNLESS NOTED)
( ) RECORDED AS
D.T.T.P. DEDICATED TO THE PUBLIC (SEE NOTE 1, ON PAGE 2)
(S.&D.E.) STORMWATER & DRAINAGE EASEMENT (WIDTH NOTED)
FENCE
WETLANDS AS DELINEATED BY GEORGE HOLDT SOIL CONSULTANTS, DATED DECEMBER 10, 2018.
WETLANDS (POSSIBLE EXEMPTION)-DELINEATED BY GEORGE HOLDT SOIL CONSULTANTS, DATED DECEMBER 10, 2018

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

Certified ________________, 20_____

Department of Administration

MACH IV
ENGINEERING • SURVEYING • ENVIRONMENTAL
2260 Salscheider Court Green Bay, WI 54313
PH:920-569-5765; Fax: 920-569-5767
www.mach-iv.com

TLKM DEVELOPMENT, LLC

GARRITY'S GLEN SOUTH

FINAL PLAT

REVISION DESCRIPTION | NO.

DATE: JANUARY 14, 2019
DRAFTED BY: RJO
CHECKED BY: BRW
PROJECT NO.: 0336-10-18
DRAWING NUMBER 1446
SHEET NUMBER 1 OF 2

Attachment: Precise Implementation Plan (7858 : Recommendation from Plan Commission regarding a Precise Implementation Plan (PIP) Plan for a propose)

GARRITY'S GLEN SOUTH

PART OF WILLIAMS GRANT LOTS 99, 100 AND 101, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

BROWN COUNTY PLANNING COMMISSION

APPROVED FOR THE BROWN COUNTY PLAN COMMISSION THIS ____ DAY OF _____, 20___.

_____
DAN TEATERS
SENIOR PLANNER

CERTIFICATE FOR THE CITY OF DE PERE

APPROVED FOR THE CITY OF DE PERE THIS _____ DAY OF _____, 20___.

_____
CITY OF DE PERE

CITY OF DE PERE TREASURER'S CERTIFICATE

AS DULY ELECTED CITY TREASURER, I HEREBY CERTIFY THAT THE RECORDS IN OUR OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS PLAT AS OF THE DATES LISTED BELOW.

_____
SHANA LEDVINA DATE
CITY OF DE PERE CLERK-TREASURER

BROWN COUNTY TREASURER'S CERTIFICATE

AS DULY ELECTED BROWN COUNTY TREASURER, I HEREBY CERTIFY THAT THE RECORDS IN OUR OFFICE SHOW NO UNREDEEMED TAXES AND NO UNPAID OR SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS CERTIFIED SURVEY MAP AS OF THE DATE LISTED BELOW.

_____
PAUL ZELLER DATE
BROWN COUNTY TREASURER

SURVEYOR'S CERTIFICATE

I, RANDALL J. OETTINGER, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

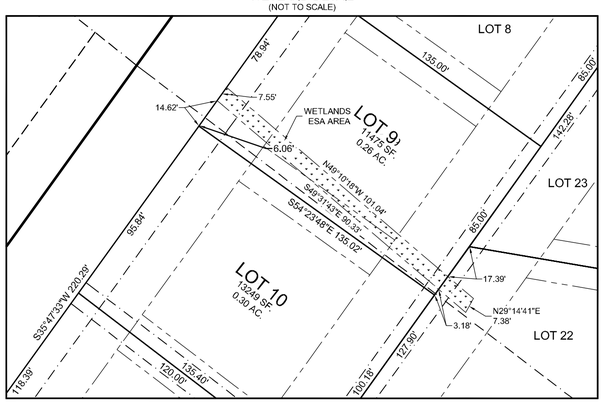
THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236, WISCONSIN STATUTES, AND THE SUBDIVISION REGULATIONS OF THE CITY OF DE PERE AND THE BROWN COUNTY PLANNING COMMISSION AND UNDER THE DIRECTION OF THE OWNERS LISTED HEREON, I HAVE SURVEYED, DIVIDED AND MAPPED "GARRITY'S GLEN SOUTH", AND THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES AND THE SUBDIVISION OF THE LAND SURVEYED AND IS PART OF LOT 99, LOT 100 AND LOT 101 OF WILLIAMS GRANT SUBDIVISION, CITY OF DE PERE, BROWN COUNTY WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 100 OF WILLIAMS GRANT SUBDIVISION; THENCE N35°36'11"E, 758.87 FEET ALONG THE WEST LINE OF SAID LOT 100 AND LOT 101; THENCE S54°23'48"E, 310.00 FEET ALONG THE SOUTH LINE AND EXTENSION OF LOT 1 AND LOT 12 OF THE PLAT OF GARRITY'S GLEN, RECORDED IN VOLUME 22, PLATS, PAGE 241 (DOCUMENT #2193288), BROWN COUNTY RECORDS; THENCE S35°36'12"W, 13.22 FEET ALONG THE NORTHWESTERLY RIGHT OF WAY OF KILRUSH ROAD; THENCE S54°23'48"E, 330.00 FEET ALONG THE EXTENSION AND SOUTH LINE OF LOT 13 AND LOT 24 OF SAID PLAT; THENCE S35°36'12"W, 28.71 FEET ALONG THE NORTHWESTERLY RIGHT OF WAY OF BALLYVAUGHAN ROAD; THENCE S54°23'48"E, 424.98 FEET ALONG THE EXTENSION AND SOUTH LINE OF LOT 25, LOT 27, LOT 28 AND OUTLOT 1 OF SAID PLAT; THENCE N63°08'53"E, 129.29 FEET ALONG A SOUTH LINE OF SAID OUTLOT 1; THENCE N83°08'52"E, 108.20 FEET ALONG SAID OUTLOT 1; THENCE N82°15'13"E, 104.71 FEET ALONG SAID OUTLOT 1 AND ALSO A SOUTH LINE OF OUTLOT 7 OF SAID PLAT; THENCE S69°59'18"E, 105.37 FEET ALONG SAID OUTLOT 7; THENCE S76°00'41"E, 120.80 FEET ALONG SAID OUTLOT 7 TO THE NORTH LINE OF LOT 101 OF WILLIAMS GRANT SUBDIVISION; THENCE S52°38'28"E, 359.95 FEET ALONG SAID LINE; THENCE S37°55'47"W, 1608.28 FEET TO THE SOUTH LINE OF LOT 99 OF WILLIAMS GRANT SUBDIVISION; THENCE N52°29'37"W, 1283.76 FEET ALONG SAID LINE; THENCE N35°47'48"E, 266.34 FEET ALONG THE EAST LINE OF DOCUMENT #1694267, BROWN COUNTY RECORDS; THENCE N52°33'27"W, 524.40 FEET ALONG THE NORTH LINE AND EXTENSION OF SAID DOCUMENT TO THE WEST LINE OF SAID LOT 99; THENCE N35°47'33"E, 265.75 FEET ALONG SAID LOT 99 TO THE POINT OF BEGINNING.

BOUNDARY CONTAINS 2,385,862 SQUARE FEET / 54.77 ACRES, MORE OR LESS.
SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
ROAD DEDICATION CONTAINS 319,702 SQ. FT. \ 7.34 ACRES OF LAND, MORE OR LESS.

_____
RANDALL J. OETTINGER PLS-2349
DATE: JANUARY 02, 2019

WETLAND DETAIL
(NOT TO SCALE)



NOTES:

1) ALL ROADS WITHIN THE PLAT BOUNDARY ARE DEDICATED TO THE PUBLIC (D.T.T.P.).

2) SIDE YARD SETBACK IS 8 FEET FOR LOTS 48-71, AS PER PDD APPROVAL DATED _____.

3) THE PROPERTY OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, "WISCONSIN CONSTRUCTION SITE BEST MANAGEMENT PRACTICE HANDBOOK" TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE VILLAGE HAS AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION, OR INSTALLATION-RELATED ACTIVITIES.

4) LOTS 9, 22 & 79 INCLUDE WETLAND AREAS THAT MAY REQUIRE PERMITS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, ARMY CORPS OF ENGINEERS, BROWN COUNTY PLANNING COMMISSION, OR THE CITY OF DE PERE PRIOR TO ANY DEVELOPMENT ACTIVITY.

5) OFFSITE DRAINAGE TO BE COLLECTED AND TRANSPORTED TO THE CITY STORM SEWER UPON DEVELOPMENT ON LOT 79 AND LOT 80.

6) DRAINAGE EASEMENTS SHALL PROHIBIT ANY OBSTRUCTION TO THE FLOW OF WATER, BY ANY MEANS.

7) DRAINAGE EASEMENTS SHALL NOT PERMIT ANY STRUCTURE, EARTHEN BERM, DAM, ERECTION OF OTHER IMPROVEMENT, TREE OR LANDSCAPING.

8) DRAINAGE EASEMENTS SHALL ALLOW THE ERECTION OF A FENCE OR ANNUAL PLANTINGS SUCH THAT THE SAME DO NOT OBSTRUCT THE FLOW OF WATER.

9) DRAINAGE EASEMENTS SHALL PROHIBIT THE GRANTOR (PROPERTY OWNER) FROM CHANGING THE GRADE ELEVATION OF THE DRAINAGE EASEMENT FROM THE ESTABLISHED GRADE.

10) DRAINAGE EASEMENTS SHALL ALLOW THE GRANTEE FULL RIGHTS OF INGRESS AND EGRESS TO CARRY ON AND ALL WORK IN CONNECTION WITH THE MAINTENANCE AND OPERATION IN, OVER, UNDER AND ACROSS THE LANDS OF THE GRANTOR.

11) DRAINAGE EASEMENTS SHALL NOT ALLOW THE PROPERTY COVERED BY SAID EASEMENT TO BE USED IN ANY WAY OR MANNER THAT WILL IMPAIR THE RIGHTS OF THE GRANTEE.

12) EXPOSED BASEMENT WINDOWS SHALL BE APPROVED BY THE INSPECTION DEPARTMENT PRIOR TO CONSTRUCTION.

13) THE CITY OF DE PERE REQUIRES THE INSTALLATION OF SIDEWALK ON ALL LOTS ABUTTING ALL STREETS. SIDEWALK INSTALLATION SHALL BE COMPLETE PRIOR TO THE ISSUANCE OF THE OCCUPANCY PERMIT BY THE CITY.

14) DRIVEWAYS FOR LOTS 79 AND 90 OFF OF BALLYVAUGHN ROAD SHALL BE CONSTRUCTED WITH AN 8" DEPTH CONCRETE APRON. THE DRIVEWAY MAY BE USED BY CITY TRUCKS FOR TURNING AROUND.

15) THE CITY MAY RESTRICT PARKING ON ONE SIDE OF BALLYVAUGHN, KILRUSH, GARROMAN, AND TIPPERARY.

16) THE CITY MAY RESTRICT PARKING ON THE EAST SIDE OF LAWRENCE DRIVE.

17) THROUGH SECTION 823.08 OF WISCONSIN STATUTES, THE WISCONSIN LEGISLATURE HAS ADOPTED A RIGHT TO FARM LAW. THIS STATUTE LIMITS THE REMEDIES OF OWNERS OF LATER ESTABLISHED RESIDENTIAL PROPERTY TO SEEK CHANGES TO PRE-EXISTING AGRICULTURAL PRACTICES IN THE VICINITY OF THE AGRICULTURAL PROPERTY. ACTIVE AGRICULTURAL OPERATIONS ARE NOW TAKING PLACE AND MAY CONTINUE TO TAKE PLACE IN THE VICINITY OF THESE NEW RESIDENTIAL LOTS. THESE ACTIVE AGRICULTURAL OPERATIONS MAY PRODUCE NOISES, ODORS, DUST, MACHINERY TRAFFIC, OR OTHER CONDITIONS DURING DAYTIME AND EVENING HOURS.

RESTRICTIVE COVENANTS

1) OUTLOTS 1 AND 3 ARE DEDICATED TO THE CITY OF DE PERE FOR STORM WATER DRAINAGE.

2) OUTLOT 2 IS RESERVED FOR AGRICULTURE AND POTENTIALLY FUTURE DEVELOPMENT, AND WILL REMAIN UNDER THE OWNERSHIP OF R&M GARRITY FARM LLC.

3) THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE LOT OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.

4) PURSUANT TO SECTION 45.6, DEPERE MUNICIPAL CODE, PUBLIC SITES AND OPEN SPACES, THE CITY OF DEPERE REQUIRES THE PAYMENT OF A FEE IN LIEU OF PARK DEDICATION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ALL LOTS IN THIS SUBDIVISION.

5) LOTS 9, 22 AND 79 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES WETLANDS. DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE CITY OF DE PERE, BROWN COUNTY PLANNING AND ZONING AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

TLKM DEVELOPMENT, LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, DOES HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON GARRITY'S GLEN SOUTH TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED HEREON. TLKM DEVELOPMENT, LLC ALSO CERTIFIES THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

CITY OF DE PERE
BROWN COUNTY PLANNING COMMISSION
DEPT. OF ADMINISTRATION

IN WITNESS WHEREOF, THE SAID TLKM DEVELOPMENT, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY PATRICIA A. KASTER AND _____, ITS MANAGERS, ON THIS _____ DAY OF _____, 20___.

_____ _____
PATRICIA A. KASTER
MANAGER - TLKM DEVELOPMENT, LLC MANAGER - TLKM DEVELOPMENT, LLC

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 20____, THE ABOVE NAMED MANAGER OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH MANAGER AS THE DEED OF SAID LIMITED LIABILITY COMPANY, BY ITS AUTHORITY.

_____
NOTARY PUBLIC MY COMMISSION EXPIRES _____

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

UTILITY EASEMENT PROVISIONS (ELECTRIC, NATURAL GAS, AND COMMUNICATIONS)

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY:

TLKM DEVELOPMENT, LLC, A LIMITED LIABILITY COMPANY, GRANTOR, TO

WISCONSIN PUBLIC SERVICE CORPORATION, A WISCONSIN CORPORATION, GRANTEE;
WISCONSIN BELL INC.. D/B/A AT&T WISCONSIN, A WISCONSIN CORPORATION, GRANTEE;
CENTURYLINK, INC., GRANTEE;
TIME WARNER CABLE, INC., GRANTEE:

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, NATURAL GAS, TELEPHONE AND CABLE TV FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT AREAS" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THERON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES, NATURAL GAS FACILITIES, OR TELEPHONE AND CABLE TV FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. STRUCTURES SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT AREAS" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN SIX INCHES WITHOUT WRITTEN CONSENT OF GRANTEES.

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

CONSENT OF CORPORATE MORTGAGEE

COMMUNITY FIRST CREDIT UNION, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATION OF THE LAND DESCRIBED ON THIS PLAT AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF TLKM DEVELOPMENT, LLC, OWNER.

IN WITNESS WHEREOF, COMMUNITY FIRST CREDIT UNION HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____ (print name #1 above), ITS _____ (print title #1 above) AND COUNTERSIGNED BY _____ (print name #2 above), ITS _____ (print title #2 above), AT _____ (city), ____ (state), THIS __ (day) DAY OF _____ (month), ____ (year).

(signature #1) _____ (signature #2) _____
(print name #1) _____ (print name #2) _____
(print title #1) _____ (print title #2) _____

PERSONALLY CAME BEFORE ME THIS __ (day) DAY OF _____ (month), ____ (year), THE ABOVE NAMED OFFICERS OF SAID CORPORATION TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH OFFICERS OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

_____
NOTARY PUBLIC MY COMMISSION EXPIRES _____

STATE OF WISCONSIN]
] ss
COUNTY OF _____]

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

Certified _____, 20_____

Department of Administration

OFFICE OF THE REGISTER OF DEEDS
BROWN COUNTY, WISCONSIN

RECEIVED FOR RECORD_____, 20__
AT_____O'CLOCK____M AND RECORDED AS
DOCUMENT #_____ IN
VOLUME_____OF _____ON PAGE____.

CHERYL BERKEN, REGISTER OF DEEDS

MACH IV
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2260 Salscheider Court Green Bay, WI 54313
PH:920-569-5765; Fax: 920-569-5767
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TLKM DEVELOPMENT, LLC

GARRITY'S GLEN SOUTH

FINAL PLAT

NO.	REVISION DESCRIPTION

DATE: JANUARY 14, 2019
DRAFTED BY: RJO
CHECKED BY: BRW
PROJECT NO.: 0336-10-18
DRAWING NUMBER 1446
SHEET NUMBER
2 OF 2

Attachment: Precise Implementation Plan (7858 : Recommendation from Plan Commission regarding a Precise Implementation Plan (PIP) Plan for a propose)

Attachment: Precise Implementation Plan (7858 : Recommendation from Plan Commission regarding a Precise Implementation Plan (PIP) Plan

ARTICLES OF INCORPORATION

OF

GARRITY'S GLEN SOUTH LOTS 48-71 HOMEOWNERS ASSOCIATION, INC.

Garrity's Glen South Lots 48-71 Homeowners Association, Inc., a nonstock, nonprofit corporation organized under Chapter 181 of the Wisconsin Statutes, hereby adopts the following Articles of Incorporation:

ARTICLE I
NAME

The name of the corporation is Garrity's Glen South Lots 48-71 Homeowners Association, Inc. (hereinafter referred to as the "Association").

ARTICLE II
PERIOD OF EXISTENCE

The period of existence of the Association is perpetual.

ARTICLE III
PURPOSE

The Association is organized to serve as an association of property owners for Lots 48-71, inclusive, within the Garrity's Glen South Subdivision (the "Subdivision"), located in the City of De Pere, Brown County, Wisconsin, and to exercise the powers, carry out the responsibilities, and otherwise engage in any lawful activity authorized and permitted by Chapter 181 of the Wisconsin Statutes.

ARTICLE IV
MEMBERS

The Association shall have members. Membership provisions (including the designation of classes, if any, and the method of acceptance of members of each such class) shall be set forth in the Bylaws of the Association (the "Bylaws"). The respective voting rights of the members of the Association shall be as set forth in the Bylaws and that certain Declaration of Covenants, Conditions and Restrictions for Garrity's Glen South Lots 48-71 Homeowners Association recorded in the office of the Register of Deeds for Brown County, Wisconsin (the "Declaration").

ARTICLE V
PRINCIPAL OFFICE

The address of the principal office of the Association is 2170 Velp Avenue, Suite 106, Green Bay, WI 54303. The principal office is located in Brown County, Wisconsin.

ARTICLE VI
REGISTERED AGENT

The name and address of the initial registered agent of the Association is Patricia A. Kaster, 2170 Velp Avenue, Suite 106, Green Bay, WI 54303.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of the Association shall be managed by a board of directors. The number of directors constituting the initial board of directors (the "Initial Directors") shall be three (3). Thereafter, the number and manner of election or appointment of directors and their terms of office shall be as provided in the Bylaws. The names and addresses of the Initial Directors are as follows:

Patricia A. Kaster
2170 Velp Avenue, Suite 106
Green Bay, WI 54303

Deborah L. Meacham
1042 Coprinus Ct.
Green Bay, WI 54313

Dennis P. Layden
2678 Vissers Court
Green Bay, WI 54313

ARTICLE VIII
ACTION BY BOARD OF DIRECTORS WITHOUT A MEETING

Any action required or permitted by these Articles or the Bylaws to be taken by the board of directors of the Association may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE IX
INCORPORATOR

The name and address of the incorporator are Attorney Mark A. Bartels, One Law Group, S.C., 444 Reid St., Suite 200, De Pere, WI 54115.

ARTICLE X
AMENDMENT OF ARTICLES AND BYLAWS

Any amendment to these Articles of Incorporation or the Bylaws that alters or abrogates the rights of the Declarant (as defined in the Declaration) or the Declarant's successors or assigns shall be null, void, and of no force or effect unless it is approved in writing by the Declarant. This Article X may not be amended or deleted without the approval in writing of the Declarant.

Dated at De Pere, Wisconsin, this ____day of January, 2019.

_____
Mark A. Bartels, Incorporator

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

On this _____ day of January, 2019, to me personally known and being first sworn, acknowledged that he signed the above document for the purposes recited therein.

_____
Name: Christine M. Pawlak
Notary Public, State of Wisconsin
My Commission expires 6-15-19

This document drafted by
and should be returned to:

Attorney Mark A. Bartels
One Law Group, S.C.
444 Reid St., Suite 200
P.O. Box 5637
De Pere, WI 54115
(920) 336-5766

Attachment: Precise Implementation Plan (7858 : Recommendation from Plan Commission regarding a Precise Implementation Plan (PIP) Plan

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GARRITY'S GLEN SOUTH LOTS 48-71 HOMEOWNERS ASSOCIATION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GARRITY'S GLEN SOUTH LOTS 48-71 HOMEOWNERS ASSOCIATION is made this _____ day of _____, 2019, by TLKM DEVELOPMENT, LLC, a Wisconsin limited liability company.

RECITALS:

A. Declarant is the owner of the Property and desires to establish and assure a uniform plan for provision of the Services to the Lots.

B. To provide for the provision of Services to the Lots, the Declarant has formed (or will form) the Association under the Wisconsin Nonstock Corporation Law. The Association shall have the responsibility for (i) administering and providing the Services, and (ii) setting budgets and fixing assessments to pay the expenses in connection with such duties.

C. During the marketing of the Lots, the Declarant has retained certain rights set forth in this Declaration, which rights shall include, without limitation, the right, before the Turnover Date, to manage the affairs of the Association or to designate the Directors of the Association, as described in Article 8 and in the Bylaws of the Association.

DECLARATION

NOW, THEREFORE, the Declarant imposes this Declaration of Covenants, Conditions, and Restrictions for Garrity's Glen South Lots 48-71 Homeowners Association as a deed restriction on the Property to run with the land and declares:

ARTICLE 1
DEFINITIONS

These words, when used in this Declaration shall, unless the context shall prohibit, have these meanings:

1.01 ALA-CARTE FEES: The Fees assessed by the Association against Lots whose Owners request and are provided with one or more of the Ala-carte Lawn Services under Section 4.02 of this Declaration.

1.02 ALA-CARTE LAWN SERVICES: Spring clean-up, fall clean-up, turf edging, plant and shrub herbicide application, tree and shrub trimming, flower bed weeding, mulch replacement, core aeration, gutter cleaning, startup and winterization of Lot Irrigation System, and other similar services associated with the maintenance of the exterior yard area of a Lot.

1.03 ARTICLES OF INCORPORATION: The Articles of Incorporation of the Association, as amended from time to time.

1.04 ASSOCIATION: The Garrity's Glen South Lots 48-71 Homeowners Association, Inc., a Wisconsin nonstock corporation, its successors and assigns.

1.05 BASIC LAWN MAINTENANCE SERVICES: Lawn cutting, lawn trimming, and application of fertilizer and herbicide to the lawns on Lots according to standards adopted by the Association.

1.06 BOARD OF DIRECTORS or BOARD: The Board of Directors of the Association and any board, group, or entity of the successor or assign to the Association serving in a comparable capacity to the Board of Directors of the Association.

1.07 BYLAWS: The Bylaws of the Association, as amended from time to time.

1.09 CHARGES: The Common Assessment, any Special Assessment and/or any Ala-carte Fee levied by the Association and/or any other charges or payments that an Owner must pay or for which an Owner is liable under the Governing Documents.

1.10 CITY: The City of De Pere.

1.11 COMMON ASSESSMENT: The amounts that the Association shall assess and collect from the Owners to pay the Common Expenses and accumulate reserves for such expenses, as described in Article 6.

1.12 COMMON EXPENSES: The expenses of the administration (including management and professional services) of the Association; the cost of providing all Services required to be furnished by the Association; premiums for insurance policies maintained by the Association under this Declaration; any other expenses designated as Common Expenses under this Declaration; and any other expenses lawfully incurred by the Association for the common benefit of the Owners.

1.13 COUNTY: Brown County, Wisconsin.

1.14 DECLARANT: TLKM DEVELOPMENT, LLC, a Wisconsin limited liability company, its successors and assigns,

1.15 DECLARATION: This instrument with all exhibits, as amended or supplemented from time to time.

1.16 DIRECTORS: The Director or Directors of the Association from time to time as appointed or elected as provided in this Declaration or the Bylaws.

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1.17 GOVERNING DOCUMENTS: Collectively, this Declaration, the Articles of Incorporation, Bylaws, and the Rules and Regulations, as any or all may be amended from time to time.

1.18 FIRST MORTGAGEE: The holder of a bona fide first mortgage or equivalent security interest covering a Lot.

1.19 HOME: The portion of a Lot improved with a single-family home and any decks, steps and other similar improvements that serve the Home.

1.20 LOT: A subdivided lot designated on Exhibit A as a "Lot," as amended and supplemented from time to time.

1.21 LOT IRRIGATION SYSTEM: The irrigation system on the Owner's Lot.

1.22 OWNER: A record owner, whether one or more persons, of fee simple title to a Lot, including a contract seller, but excluding those having such interest merely as security for performing an obligation. The Declarant shall be deemed to be an Owner with respect to each Lot owned by the Declarant.

1.23 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.24 PROPERTY: The real property legally described in Exhibit A as amended and supplemented from time to time, together with all improvements thereon and rights appurtenant thereto.

1.25 RECORD: To record in the office of the Recorder of Deeds for the County.

1.26 RULES AND REGULATIONS: The rules and regulations that govern the operation and use of the Lots, as such rules and regulations may be adopted from time to time by the Directors to implement and carry out the provisions and intent of this Declaration. Rules and Regulations shall be limited to matters necessary to facilitate the provision of the Services by the Association.

1.27 SERVICES: The Basic Lawn Maintenance Services, the Snow and Ice Removal Services, and the Ala-carte Lawn Services.

1.28 SNOW AND ICE REMOVAL SERVICES: The removal of snow and ice from Lot driveways and sidewalks, up to, but not including the front stoop of the Home.

1.29 SPECIAL AMENDMENT: An amendment to this Declaration made by the Declarant for any reason set forth in Section 10.01 herein, which shall not be subject to the approval of the Association or any Owner of any Lot or Home on the Property.

1.30 TURNOVER DATE: The date on which the right of the Declarant to manage the affairs of the Association is terminated under Section 8.02.

1.31 VOTING MEMBER: The individual who may vote in person or by proxy at meetings of the Owners, as more fully set forth in Article 5.

1.32 WISCONSIN NONSTOCK CORPORATION LAW: Chapter 181 of the Wisconsin Statutes.

ARTICLE 2
SCOPE OF DECLARATION

2.01 RECITALS. The Recitals above are incorporated herein by reference.

2.02 PROPERTY SUBJECT TO DECLARATION. The Declarant expressly intends to and by Recording this Declaration, does subject the Property to this Declaration. All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land, and shall at all times inure to the benefit of and bind any Person having at any time any interest or estate in the Property, or any Lot therein, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument that creates or conveys the interest references this Declaration.

2.03 DURATION. Except as otherwise specifically provided, the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part by a Recorded instrument executed by the Owners of not less than seventy-five percent (75%) of the Lots then subject to the Declaration.

2.04 LOT CONVEYANCE. Once a Lot has been conveyed by the Declarant to a bona fide purchaser (other than the Declarant) for value, then any subsequent conveyance or transfer of ownership of the Lot shall be of the entire Lot and there shall be no conveyance or transfer of a portion of the Lot without the prior written consent of the Directors.

ARTICLE 3
RIGHT OF USE AND ENJOYMENT

3.01 RIGHT OF USE AND ENJOYMENT. Each Owner shall have the exclusive right to use and enjoy the Owner's Lot. Such rights shall run with the land, be appurtenant to and pass with title to every Lot, and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction and the Governing Documents.

3.02 RESTRICTIONS ON USE. The use and enjoyment of the Lots shall at all times be subject to these provisions:

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(a) The right of the Directors to adopt, promulgate, enforce, and from time to time amend the Rules and Regulations pertaining to the provision of Services.

(b) The right of the Directors to suspend the voting rights and the right of any Owner to receive Services for violating this Declaration or for an infraction of the Rules and Regulations for period(s) not to exceed sixty (60) days or until such violation is cured.

(c) The right of the Directors to suspend voting rights and the right of any Owner or Resident to receive Services for so long as any Charges for such Lot remains unpaid and overdue.

(d) The right and power of the Association to come onto any Lot to provide Services or enforce its rights and powers.

ARTICLE 4
ASSOCIATION SERVICES

4.01 SERVICES BY THE ASSOCIATION. The Association shall provide the following Services to the Lots as a Common Expense:

(a) Basic Lawn Maintenance Services.

(b) Snow and Ice Removal Services.

4.02 OPTIONAL ALA-CARTE LAWN SERVICES. The Association may provide Ala-Cart Lawn Services to a Lot if requested by the Owner. If the Association offers Ala-carte Lawn Services, the Directors shall, in their sole judgment, determine:

(a) The services, if any, that shall be included or excluded from Ala-carte Lawn Services.

(b) The vendor(s) that will be selected by the Association to provide the Ala-carte Lawn Services.

(c) The method of communicating with Owners regarding Ala-carte Lawn Services.

(d) The billing procedures used by the Ala-carte vendor(s), whether invoiced through the Association or directly to the Owner. Billing invoices shall include the date and amount each Owner shall pay for the Ala-carte Lawn Services.

(e) The Ala-Carte Fee for each Ala-carte Lawn Service to be offered by the Association, which Ala-Carte Fee shall be based on the actual cost of the Ala-Carte Lawn Service to the Association, plus an administrative fee.

The Board shall segregate revenue from Ala-carte Lawn Services from revenue received from other Charges. All expenses from Ala-carte Lawn Services, including administrative fees, shall be paid exclusively from revenue from Ala-carte Lawn Services received by the Association. All revenue from Ala-carte Lawn Services shall be used exclusively for expenses for Ala-carte Lawn Services. The Association may collect delinquent Ala-carte Lawn Service Fees in the same manner as other Charges.

ARTICLE 5
THE ASSOCIATION

5.01 IN GENERAL. The Declarant has caused or shall cause the Association to be incorporated as a nonstock corporation under the Wisconsin Nonstock Corporation Law. The Association shall be the governing body for the Owners for the administration and provision of Services to the Lots.

5.02 MEMBERSHIP. Each Owner shall be a member of the Association. There shall be one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. The Association shall be given written notice of the change of ownership of a Lot within ten (10) days after such change.

5.03 VOTING MEMBERS. Subject to Section 8.02, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Lot. The Voting Member or his proxy shall be the individual who may vote at meetings of the Owners. If the record ownership of a Lot shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Lot shall be designated by such Owner or Owners in writing to the Directors and if in the case of multiple individual Owners no designation is given, then the Directors at its or their election may recognize an individual Owner of the Lot as the Voting Member for such Lot.

5.04 DIRECTORS. The Association shall be governed by a Board of Directors, the number of Directors being established by the Bylaws, but in no event being less than three (3) Directors. Before the Turnover Date, the Directors shall be appointed by Declarant from time-to-time, and such Directors need not be Owners or Voting Members. After the Turnover Date, the Directors shall consist of that number of individuals provided for in the Bylaws, each of whom shall be an Owner or Voting Member and who shall be elected by the Members of the Association under the Bylaws.

5.05 VOTING RIGHTS. Before the Turnover Date, the voting rights at each meeting of the Association shall be vested exclusively in the Declarant and the Owners (other than Declarant) shall have no voting rights. After the Turnover Date, the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member shall have one vote for each Lot that the Voting Member represents. After the Turnover Date, any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided

in the Bylaws) upon the affirmative vote of a majority of the votes held by the Voting Members present at such meeting, except as otherwise provided herein or in the Bylaws.

5.06 DIRECTOR LIABILITY. The Directors of the Association shall not be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Directors, except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless the Declarant and each of the Directors, and its or their heirs, executors or administrators, against all contractual and other liabilities to the Association, the Owners or others arising out of contracts made by or other acts of the Director on behalf of the Owners or the Association or arising out of their status as Directors unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such Director may be involved by virtue of such person being or having been such Director provided, however, that such indemnity shall not be operative regarding (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such Director, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Directors, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such Director.

5.07 MANAGING AGENT. The Declarant (or an entity controlled by the Declarant) may be engaged by the Association to act as the managing agent for the Association ("Managing Agent") and as Managing Agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Association and the Managing Agent. Any management agreement entered into by the Association prior to the Turnover Date shall have a term of not more than two (2) years and shall be terminable by the Association without payment of a termination fee on ninety (90) days' written notice.

ARTICLE 6
ASSESSMENTS

6.01 PURPOSE OF ASSESSMENT. The assessments levied by the Association shall be exclusively to provide the Services to the members of the Association, to administer the affairs of the Association, to pay the Common Expenses, and to accumulate reserves for any such Common Expenses or other expenses deemed necessary or appropriate by the Association.

6.02 ASSESSMENTS. Each year by December 1st, the Directors shall adopt and furnish each Owner with a budget for the ensuing calendar year that shall show the following with reasonable explanations and itemizations:

(a) The estimated Common Expenses;

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(b) The estimated amount to maintain adequate reserves for Common Expenses;

(c) The estimated net available cash receipts from sources other than assessments, plus estimated excess funds, if any, from the current year's assessments;

(d) The amount of the "Common Assessment" payable by the Owners, which is defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above; and

(e) That portion of the Common Assessment that shall be payable by each Owner subject to assessment each month until the next Common Assessment or revised Common Assessment becomes effective, which monthly amount shall be equal to the Common Assessment, divided by the number of Lots, divided by twelve (12), so each Owner shall pay equal Common Assessments for each Lot owned.

Anything herein to the contrary notwithstanding, this section shall apply regarding the period before the Turnover Date. Any annual budget prepared by the Directors before the Turnover Date ("Stabilized Budget") shall be based on the assumption that Homes have been built, sold and are occupied on all Lots. Regarding the period beginning on the date of Recording this Declaration and ending on December 31st of that year, each calendar year thereafter and the partial year ending on the Turnover Date and beginning on January 1 of such year (each a "Subsidy Year"), each Owner (other than the Declarant) shall pay as the Owner's monthly share of the Common Assessment an amount equal to the Common Expenses (under the then current Stabilized Budget) divided by the number of Lots, divided by twelve (12), so that each Owner (other than Declarant) will pay, with respect to each Lot owned, a monthly Common Assessment equal to what such Owner would be paying with respect to the Owner's Lot if Homes have been built, sold and are occupied and all Owners are current in payment of assessments. The amount payable by each Owner is subject to increase as provided in Section 6.04. The Declarant shall not be obligated to pay any Common Assessments to the Association before the Turnover Date; provided, however, if with respect to each Subsidy Year, (a) the Common Assessments billed to and payable by Owners (other than the Declarant), regardless of whether paid or not, are less than the Common Expenses actually incurred regarding such period, then the Declarant shall pay any difference to the Association ("Subsidy Payment"). From time to time before the Turnover Date, the Declarant may (but shall not be obligated to) advance to the Association funds to be used by the Association to pay its expenses ("Advanced Funds"). If Advanced Funds are paid with respect to a Subsidy Year and a Subsidy Payment is required with respect to a subsequent Subsidy Year, a portion or all of the Advanced Funds may be applied against the Subsidy Payment. A final accounting and settlement of the amount, if any, owed by the Declarant to the Association shall be made as soon as practicable after the Turnover Date. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, are less than the amount owed by the Declarant to the Association under this Section, the Declarant shall pay the difference to the Association. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, exceed the amount owed by the Declarant to the Association under this Section, then the Association shall pay such excess to the Declarant.

6.03 PAYMENT OF ASSESSMENT. By the 1st day of January of the ensuing calendar year and on first day of each month thereafter until the effective date of the next annual or revised Common Assessment, each Owner of a Lot subject to assessment shall pay to the Association, or as the Directors may direct, that portion of the Common Assessment payable by each Owner of a Lot under Section 6.02(e). For purposes hereof, a Lot shall only be subject to assessment hereunder from and after such time as an occupancy certificate has been issued by the City with respect to the Home constructed thereon. The failure or delay of the Directors to prepare or serve the annual or adjusted Common Assessment on any Owner shall not constitute a waiver or release of such Owner's obligation to pay the Common Assessment, as herein provided. Whenever the same shall be determined, and absent any annual estimate or adjusted estimate, the Owner shall continue to pay the Common Assessment at the then existing Common Assessment rate established for the previous period until the Common Assessment for that year is established. Such newly established Common Assessment shall be due ten (10) days after notice of such new Common Assessment shall have been given to the owners.

6.04 REVISED ASSESSMENT. If after the Turnover Date, the Common Assessment proves inadequate for any reason (including nonpayment or extinguishment of any Owner's assessment), then the Directors may increase the assessment payable under Section 6.02(e) by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days before the effective date of the revised assessment. If before the Turnover Date, with respect to a Subsidy Year, the Common Assessment, plus the Subsidy Payment proves inadequate due to non-payment or extinguishment of assessments payable by Owners other than Declarant ("Delinquency Deficit"), then the Directors may increase the assessment payable under the last paragraph of Section 6.02 for the balance of the year and/or the subsequent year by giving written notice thereof (together with a revised budget and a statement of the anticipated Delinquency Deficit) to each Owner not less than ten (10) days before the effective date of the revised or following year's assessment.

6.05 SPECIAL ASSESSMENT. The Directors may levy a Special Assessment as provided in this Section: (a) to pay (or build up reserves to pay) expenses other than Common Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to purchase or replace equipment owned or maintained by the Association; (b) with respect to periods after the Turnover Date, to cover an unanticipated deficit under the prior year's budget; or (c) to compensate the Association for the costs of enforcing this Declaration or the Rules and Regulations against any Lot as described in Section 7.07 herein (each a "Special Assessment"). Any Special Assessment levied for a purpose other than to recoup the cost of enforcing this Declaration or the Rules and Regulations, shall be levied against all of the Lots then subject to Special Assessment hereunder in equal shares. No Special Assessment (other than Special Assessment under (c) of this Section 6.05) shall be adopted without the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast on the question and only those Owners of Lots against which the proposed Special Assessment shall be levied may vote on the question. The Directors shall serve notice of a Special Assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the Special Assessment shall be payable in such manner and on such terms as fixed by the Directors. Any Special Assessments collected under this Section (other than those to cover an unanticipated deficit under the prior year's budget or

those collected to cover enforcement costs under Subsection (c) hereof) shall be segregated in a special account and used only for the specific purpose set forth in the notice of Special Assessment.

6.06 PAYMENT OF ASSESSMENTS. Assessments levied by the Association shall be collected from each Owner by the Association and shall be a lien on the Owner's Lot and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in Article 7.

ARTICLE 7
COLLECTION OF CHARGES AND REMEDIES FOR BREACH OR VIOLATION

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION. The Declarant covenants, and each Owner by acceptance of a deed for a Lot (whether or not it shall be so expressed in any such deed or other conveyance) is deemed to covenant and agrees to pay to the Association all Charges made with respect to the Owner or the Owner's Lot. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall become a continuing lien upon the Lot against which such Charge is made and also shall be the personal obligation of the Owner of the Lot at the time when the Charge becomes due in accordance with the Wisconsin Statutes. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association. The Association has the right to Record a statement giving notice of the lien.

7.02 COLLECTION OF CHARGES. The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

7.03 NON-PAYMENT OF CHARGES. Any Charge not paid to the Association when due shall be deemed delinquent. If a Charge is not paid within thirty (30) days after the due date, it shall bear interest from the due date at eighteen percent (18%) per annum, or the maximum rate permitted by law, whichever is less, until paid. The Association may (a) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (b) enforce and foreclose any lien that the Association has or that may exist for the Association's benefit. Such lien may be enforced by the Association in the same manner, to the same extent, and subject to the same procedures as in the case of a foreclosure of real property mortgage under the laws of Wisconsin. In addition, the Directors may add a late fee to any Charge not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges by nonuse of the Services or by abandonment or transfer of the Owner's Lot.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES. The lien for Charges provided for in Section 7.01 shall be subordinate to the First Mortgagee's mortgage on the Lot recorded before the date that any such Charge became due. Except as hereinafter provided, the lien for Charges provided for in Section 7.01 shall not be affected by any sale or transfer of a Lot. Where title to a Lot is transferred under a judgment of foreclosure of the First

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Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the First Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges that became due after the recording of the First Mortgagee's mortgage on the Lot and before the date of the transfer of title; provided, however, the transferee of the Lot shall be personally liable for the Charges with respect to which a lien against the transferee's Lot has been extinguished under the preceding sentence where such Charges are reallocated among all the Owners under a subsequently adopted annual or revised Common Assessment or special assessment, and non-payment thereof shall cause a lien against the transferee's Lot, as provided in this Article.

7.05 SELF-HELP BY DIRECTORS. In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Governing Documents, where such violation or breach may be cured or abated by affirmative action, then the Directors, upon not less than ten (10) days' prior written notice to the Owner, may enter upon that part of the Lot where the violation or breach exists to remove or rectify the violation or breach.

7.06 OTHER REMEDIES OF THE DIRECTORS. Besides or in conjunction with the remedies set forth above, to enforce the provisions in the Governing Documents, the Directors may levy a fine or one or more Special Assessments, or the Directors may bring an action at law or in equity by the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable, or to recover damages or fines, and against the Lot to enforce any lien created under this Declaration; and failure by the Association to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.07 COSTS AND EXPENSES. All costs and expenses incurred by the Directors in connection with any action, proceedings or self-help in connection with exercise of its or their rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until paid, shall be charged to and assessed against the defaulting Owner as a Special Assessment under Section 6.05(c) hereof, and the Association shall have a lien for all the same, upon the defaulting Owner's Lot as provided in Section 8.01.

7.08 ENFORCEMENT BY OWNERS. Enforcement of the provisions in the Governing Documents may be by any proceeding at law or in equity by the Association against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Lot to enforce any lien created under this Declaration.

ARTICLE 8
DECLARANT'S RESERVED RIGHTS AND SPECIAL PROVISIONS COVERING DEVELOPMENT PERIOD

8.01 IN GENERAL. In addition to any rights or powers reserved to the Declarant under this Declaration or the other Governing Documents, the Declarant shall have the rights and powers in this Article. Anything in this Declaration or the other Governing Documents to the

contrary notwithstanding, the provisions in this Article shall govern. Except as otherwise specifically provided, this Article shall terminate and be of no further force and effect regarding the Declarant, after such time as the Declarant is no longer vested with or controls title to any portion of the Property.

8.02 DECLARANT CONTROL OF ASSOCIATION. Before the Turnover Date, the Directors shall be appointed by the Declarant and need not be Owners or Voting Members. The rights and powers of the Declarant to manage the affairs of the Association, or designate the Directors of the Association, shall terminate on the first to occur of: (a) such time as Declarant is no longer vested with or controls title to any portion of the Property; (b) the giving of written notice by the Declarant to the Association of the Declarant's election to terminate such rights; or (c) within sixty (60) days after the conveyance by the Declarant of seventy-five percent (75%) of the Lots in the Property. The date the Declarant's rights under this Section are terminated shall be called the "Turnover Date." After the Turnover Date, the Association shall be solely responsible for carrying out the obligations under this Declaration and shall hold Declarant harmless for any claims or liabilities arising from this Declaration after the Turnover Date. Further, after the Turnover Date, the Directors shall be constituted and elected as provided in the Bylaws. Before the Turnover Date, all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners shall have no voting rights. Notwithstanding anything to the contrary in this Article or elsewhere in this Declaration, so long as the Declarant is vested with or controls title to any portion of the Property, the acts of the Association shall have no effect until certified by the Declarant.

8.03 OTHER RIGHTS. The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Property that, in the Declarant's opinion, are necessary or desirable in connection with the rights of the Declarant under this Declaration.

8.04 ASSIGNMENT BY DECLARANT. All rights that are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Declarant under this Declaration (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold and be entitled to exercise the rights of the Declarant under this Declaration as fully as if named as such party in this Declaration. No such successor or assignee of the rights of the Declarant under this Declaration shall have or incur any liability for the acts of any other party that previously exercised or subsequently shall exercise such rights.

8.5 PROHIBITED ACTIONS. Despite any transfer of control of the Association to Owners other than the Declarant, until the Declarant has sold every Lot within the Property, the Directors are prohibited from taking any action that would discriminate against the Declarant, or that would be detrimental to the sale or leasing of Lots owned by the Declarant, in the Declarant's sole discretion. The Directors shall continue the same level and quality of Services as that provided immediately before the transfer of control of the Association to Owners other than the Declarant until the Declarant is no longer vested with or controls title to any portion of the Property.

ARTICLE 9

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INSURANCE

9.01 PROPERTY INSURANCE. The Association shall have the authority to and shall obtain commercial property insurance covering the full insurable replacement value of any equipment and other personal property owned by the Association.

9.02 LIABILITY INSURANCE. The Association shall have the authority to and shall obtain commercial liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as the Directors shall deem desirable, and workers compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, the Directors, the Declarant, the managing agent and their respective employees and agents, as their interests may appear, from liability resulting from, or in connection with, the Services. The Directors may obtain any other insurance that the Directors deem advisable including, without limitation, insurance covering the Directors from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity in Section5.06. Such insurance coverage shall include cross liability claims of one or more insured parties.

9.03 FIDELITY BONDS. Fidelity bonds indemnifying the Association, the Directors and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association may be obtained by the Association in such amounts as the Directors may deem desirable.

9.04 PREMIUMS. The premiums for any insurance obtained under this Article shall be Common Expenses.

ARTICLE 10
AMENDMENT

10.01 SPECIAL AMENDMENTS. Anything herein to the contrary notwithstanding, the Declarant reserves the right and power to Record a Special Amendment to this Declaration at any time, and from time to time, that amends this Declaration (a) to comply with requirements of Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, or any other governmental agency, or any other public, quasi-public or private entity that performs (or may in the future perform) functions similar to those currently performed by such entities; (b) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Lots; (c) to correct errors, ambiguities, omissions or inconsistencies in the Declaration or any exhibit; and/or (d) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations. To further the foregoing, a power coupled with an interest is reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Declarant to make, execute and Record a Special Amendment. The right and power to make a Special Amendment under this Declaration

shall terminate when Declarant is no longer vested with or controls title to any portion of the Property.

10.02 AMENDMENT. Subject to and except as set forth in Section 10.01 and Article 11, this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the total votes or by an instrument executed by Owners of at least seventy-five percent (75%) of the Lots; except, that (a) this Section 10.02 may be amended only by an instrument executed by all of the Owners and all First Mortgagees, and (b) Article 8 or any other provisions relating to the rights of the Declarant may be amended only with the written consent of the Declarant. No amendment shall become effective until properly Recorded.

ARTICLE 11
FIRST MORTGAGEES RIGHTS

11.01 NOTICE TO FIRST MORTGAGEES. Upon the specific, written request of a First Mortgagee or the insurer or guarantor of a First Mortgagee's mortgage, such party shall receive some or all of the following:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Lot covered by the First Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Association prepared for the Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the First Mortgagee or the insurer or guarantor of the First Mortgagee’s mortgage, the Association shall permit such party to have an audited statement for the preceding fiscal year of the Association prepared at such party's expense;

(c) Copies of notices of meetings of the Owners;

(d) Notice of any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees;

(e) Notice of any default by the Owner of the Lot subject to the First Mortgagee's mortgage under the Governing Documents not cured within thirty (30) days of the default;

(f) The right to examine the books and records of the Association at reasonable times;

(g) In the case of a First Mortgagee, the right to be listed on the records of the Association as an "Eligible First Mortgagee" for purpose of Section 12.02 below; and

Attachment: Precise Implementation Plan (7858 : Recommendation from Plan Commission regarding a Precise Implementation Plan (PIP) Plan

(h) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

The request of any such party shall specify which of the above items the requesting party desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association.

11.02 CONSENT OF FIRST MORTGAGEES.

(a) In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of First Mortgagees holding, in the aggregate, the first mortgages on at least two-thirds (2/3) of the Lots (by number) that are subject to first mortgages held by First Mortgagees that specifically request to be treated as "Eligible First Mortgagees" under Section 11.01(g) above will be required for the Association to do or permit to be done any of the following:

(i) Adoption of an amendment to this Declaration that:

(A) Changes Article 6 or otherwise changes the method of determining the Common Assessments or other Charges that may be levied against an Owner;

(B) Changes Section 7.04 or Article 10;

(C) Changes this Article 11 or any other provisions of this Declaration that specifically grants rights to First Mortgagees;

(D) Materially changes insurance and fidelity bond requirements;

(E) Changes voting rights; or

(F) Imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Lot.

(ii) The withdrawal of the Property from the provisions of this Declaration.

(b) Whenever required, the consent of an Eligible First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary, in writing, by the Eligible First Mortgagee within thirty (30) days after making the request for consent.

ARTICLE 12
MISCELLANEOUS

12.01 NOTICES. Any notice required to be sent to any Owner under this Declaration or the other Governing Documents shall be deemed to have been properly sent if (a) mailed, postage prepared, to the Owner's last known address as it appears on the records of the Association at the time of such mailing, (b) transmitted by facsimile or e-mail to the Owner's facsimile number or e-mail address as either appears on the records of the Association at the time of such transmittal, or (c) when personally delivered to the Owner's Home. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

12.02 CAPTIONS. The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration.

12.03 SEVERABILILTY. Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration that shall, and all other provisions, remain in full force and effect.

12.04 CONSTRUCTION. The Directors may construe the provisions of this Declaration, and, absent adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding on all persons and entities benefited or bound by this Declaration.

12.05 INTERPRETATION. For this Declaration, (a) the words "include," "includes," and "including" are deemed followed by the words "without limitation;" (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Declaration as a whole; (d) the masculine gender shall be deemed to include the feminine and neuter, the singular the plural, and vice versa.

12.06 PERPETUITIES AND OTHER INVALIDITY. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of George W. Bush, the former President of the United States.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

DECLARANT:
TLKM DEVELOPMENT, LLC

By: L A ENTERPRISES, LLC

By: _____
Name: Patricia A. Kaster
Title: Managing Member

By: _____
Name: Dennis P. Layden
Title: Managing Member

STATE OF WISCONSIN :
: SS.
COUNTY OF BROWN :

Personally came before me this _____ day of _____, 2019, the above-named Patricia A. Kaster, Managing Member of L A Enterprises, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument, and to me known to be such Managing Member of said limited liability company, and acknowledged that she executed the foregoing instrument as such Managing Member as the deed of said limited liability company, by its authority.

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

STATE OF WISCONSIN :
: SS.
COUNTY OF BROWN :

Personally came before me this _____ day of _____, 2019, the above-named Dennis P. Layden, Managing Member of L A Enterprises, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument, and to me known to be such Managing Member of said limited liability company, and acknowledged that he executed the foregoing instrument as such Managing Member as the deed of said limited liability company, by its authority.

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

Attachment: Precise Implementation Plan (7858 : Recommendation from Plan Commission regarding a Precise Implementation Plan (PIP) Plan

THIS INSTRUMENT WAS DRAFTED BY:
Attorney Mark A. Bartels
One Law Group, S.C.
444 Reid Street, Suite 200
P.O. Box 5637
De Pere, WI 54115-5637
(920) 336-5766

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Lots 48 through 71, inclusive, according to the recorded Plat of Garrity's Glen South, City of De Pere, Brown County, Wisconsin.

Tax Parcel Numbers: _____

Attachment: Precise Implementation Plan (7858 : Recommendation from Plan Commission regarding a Precise Implementation Plan (PIP) Plan

RECORD OF ACTION TAKEN BY
THE BOARD OF DIRECTORS OF
GARRITY'S GLEN SOUTH LOTS 48-71 HOMEOWNERS ASSOCIATION, INC.

The undersigned, being all the directors of Garrity's Glen South Lots 48-71 Homeowners Association, Inc., a Wisconsin non-stock corporation (the "Corporation"), hereby consent to the adoption of the following actions taken without a meeting in accordance with Wisconsin Statutes Chapter 181:

RECITALS

A. The undersigned directors of the Corporation deem it to be in the best interests of the Corporation to adopt the attached Articles of Incorporation and Bylaws.

B. The undersigned deem it to be in the best interests of the Corporation to name the initial officers of the Corporation.

RESOLUTIONS

1. That the Articles of Incorporation of the Corporation attached hereto as Exhibit A be, and hereby are, adopted.

2. That the Bylaws of the Corporation attached hereto as Exhibit B be, and hereby are, adopted.

3. That the following persons be, and they hereby are, named as officers of the Corporation:

President: _____
Vice President: _____
Secretary: _____
Treasurer: _____

The undersigned execute the foregoing Record of Action as of the ____ day of January, 2019.

DIRECTORS:

_____
Name: Patricia A. Kaster

_____
Name: Deborah L. Meacham

_____
Name: Dennis P. Layden

EXHIBIT A
ARTICLES OF INCORPORATION

EXHIBIT B
BYLAWS

GARRITY'S GLEN SOUTH

City of De Pere, Brown County, Wisconsin

RESTRICTIVE COVENANTS

REAL ESTATE: **Lots 1 thru 80, according to the recorded Plat of Garrity's Glen South, City of DePere, Brown County,Wisconsin**

Use Restrictions: Lots 1-10, 18 – 47 & 72 - 77 shall be used for single-family residential purposes only. A lot may be used in conjunction with a single family improvement for private recreational type improvements such as a swimming pool, tennis court(s) or other recreational uses, subject to receipt of prior written approval from the Village of Howard and further subject to the other covenants contained herein and any other restrictions, easements, setbacks or reservations of record. No lot shall contain more than one (1) single family dwelling.

Lots 11-17 & 78 shall be used for duplex (2 family residential) purposes.
Lots 48 thru 71 shall be used for single family residential purposes under a Planned Development with a Home Owners Association for lawn care and snow removal.
Owners of Lots 48 thru 71 shall be a part of the Garrity's Glen South 48-71 Homeowners Association, Inc.
Lots 79 & 80 shall be used for Multi-family purposes and shall accommodate three 8-unit buildings for a total of 24 units.

Governmental Permits: All homes in Garrity's Glen South are subject to permits and fees as required by the Village of Howard, Brown County and any other that may apply. See notes and restrictions on plat.

Drainage Easements/

Plan Approval: Lots 1 thru 78 shall require complete copies of Plans (Construction Blueprints), including the plan for each level of home containing finished living space (above or below grade) all elevations and plot plan must be submitted to the Developer for approval prior to the start of construction and shall remain on file with Developer.

All homes to have a minimum 6/12 roof pitch
All homes to have a minimum 2 stall attached garage
All homes to have a hard surface driveway
All homes to be built on site
All homes to have a fully landscaped yard
All single family homes to have at least 25% of the front elevation in masonry (brick or stone)
All duplex (2 family residences) shall have a front elevation 100% masonry (brick or stone) on the front portion of living area and a part masonry on the front portion of the garage.
All homes to have a foundation below the frost line
All homes shall be placed on the lot to establish the top of foundation at a minimum of 24" above curb height, with adjustments being made for the contour of the road and existing homes.
Lots 79 & 80 shall have separate approval for the Multi-family buildings thereon.

Attachment: Precise Implementation Plan (7858 : Recommendation from Plan Commission regarding a Precise Implementation Plan (PIP) Plan

The improvements on each Lot or any alteration thereof shall be subject to the approval of the Developer which has the authority to approve or reject the plat plan, design, floor plan, elevation and site location of improvements on any Lot. Such approval may be evidenced on the blueprint itself or on a separate written instrument signed by the Developer.

Subdivision of Lots: No Lot or Lots may be subdivided into any parcels, tracts or lots smaller than that which was originally conveyed by Developer to the initial purchaser(s). Developer reserves unto itself the rights to subdivide, redivide and or divide into parcels, tracts or lots, any or all of the real property owned by the Developer.

Building relocation: No building erected elsewhere may be moved onto any Lot or Lots within this plat.

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

Grade: There has been a grading/drainage plan designed and approved for Garrity's Glen South. Every home built on each lot must be in compliance with said grading/drainage plan at all times. Final grade, after construction; the construction area and land occupied by public easement shall not be graded in such a manner as to interfere with drainage of storm water on said lot or neighboring lots

Developer makes no warrants or representations as to the ability of any lot in this plat being able to accommodate a walk-out or exposed lower level. Determination of said use must be made by a qualified professional. Lot/home owner is ultimately responsible to make sure the house is built according to the grading/drainage plan and in such a manner as to not disrupt grading/drainage for the subject lot nor for any adjacent property now or in the future.

Erosion control: Lot owner must make sure lot is in total compliance with all erosion control requirements at all times: before/during and after construction.

Start Date/Completion: There is not a construction limit between Lot purchase/ownership and start date. However, projects must be completed within one year of the start of construction (issuance of building permit by the Village of Howard). Every structure shall have a permanent finish on the exterior within six months of start. Completion of a project includes the dwelling and the Lot which shall be finally graded to meet existing grade requirements, landscaping, lawn, and hard surface driveway.

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

Fill and Topsoil: Stockpiles of topsoil and fill placed on any Lot during road/infrastructure construction remain the property of the subdivision and are not a part of the sale of any individual Lot upon which it may be stockpiled. Any fill or topsoil hauled in or out of any Lot shall be at buyer's expense. Buyer shall be responsible to remove from their Lot and the subdivision any excess top soil or fill left from the construction on their respective Lot. Lot Owners/Builders are not allowed to 'DUMP' their excess dirt on any other lot in this subdivision. If they do so and developer has to have it removed, removal will be at the expense of the person who 'dumped' it.

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

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

Construction Debris/Curb Cuts: The lot owners shall dispose of all debris created during construction, including curb cuts and/or other concrete debris. Any cost incurred by Developer for removal of such debris shall be billed to the lot owner who was responsible for the removal of such debris.

Outbuildings: No storage sheds or outbuildings of any kind shall be allowed in Garrity's Glen South.

Animals: No horses, cattle, swine, sheep, goats or live poultry of any kind shall be kept on any lot in the plat.

Fences: No chain link or wire fences shall be permitted on any lot. All fences must be located by a professional surveyor and must comply with all restrictions imposed by the City of DePere

Notes, easements, restrictions: Notes, Easements and Restrictive Covenants placed on the plat, by this reference, become a part of this document.

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

Duration: The covenants are restrictions of this Declaration and shall remain in effect for a period of twenty (20) years from the date hereof and thereafter shall automatically continue to be in effect for additional periods of five (5) years unless terminated or otherwise limited or enlarged by the recording of an instrument executed and acknowledged by the then owners of at least seventy-five percent (75%) of the lots covered by this Declaration.

Executed at Green Bay, Wisconsin this _____day of _____2018

TLKM Development, LLC

_____

Member

State of Wisconsin
Brown County

Subscribed and sworn to before me this
_____day of May 2016

_____

Notary Public:_____
Brown County, Wisconsin
Commission expires:_____

This document drafted by: Patricia A Kaster, Member TLKM Dev. LLC

Attachment: Precise Implementation Plan (7858 : Recommendation from Plan Commission regarding a Precise Implementation Plan (PIP) Plan

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**February 5, 2019**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**Recommendation from Plan Commission regarding the proposed 80 Lot and three Outlot Final Plat of "Garrity's Glen South" at 2500 BLK Lawrence Drive (Parcels WD-L482, WD-L483 & WD-L484). Submitted by Pat Kaster, TLKM Development LLC, authorized representative for R&M Garrity Farm LLC, property owner.**

The Plan Commission recommendation will be shared during the Common Council meeting; the typical January 28, 2019 Plan Commission meeting was rescheduled to take place on the evening of February 5, 2019 due to weather.

ATTACHMENTS:

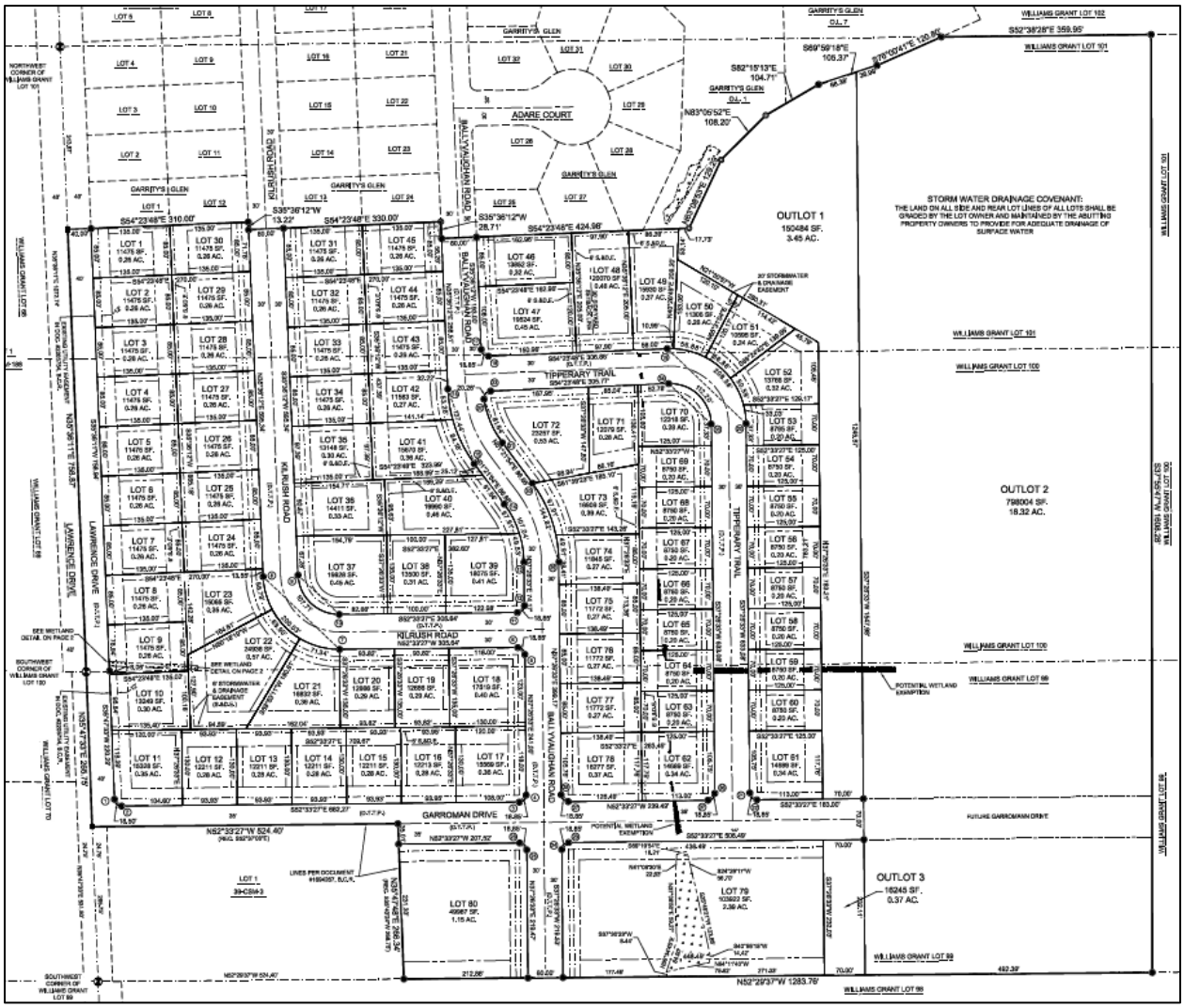
- Final Plat - Garrity's Glen South - Plan Commission Report (DOCX)
- Application Form (PDF)
- Final Plat (PDF)

Item 9: **Recommendation regarding the proposed 80 Lot and three Outlot Final Plat of "Garrity's Glen South" at 2500 BLK Lawrence Drive (Parcels WD-L482, WD-L483 & WD-L484). Submitted by Pat Kaster, TLKM Development LLC, authorized representative for R&M Garrity Farm LLC, property owner.***

SITE MAP

Attachment: Final Plat - Garrity's Glen South - Plan Commission Report (7857 : Recommendation from Plan Commission regarding the

PROPOSED PRELIMINARY PLAT AREA



REQUESTED ACTION: Final Plat Approval

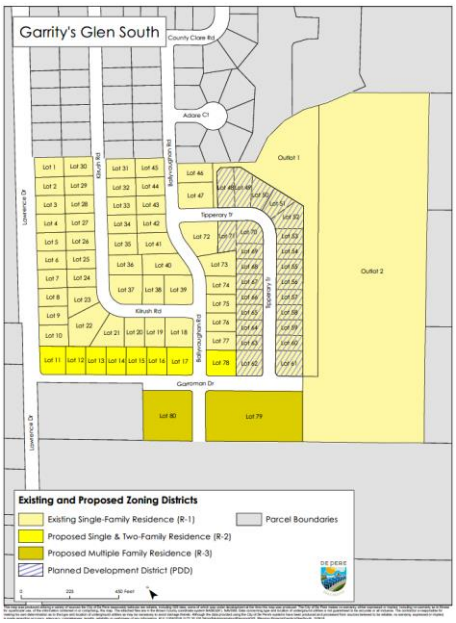
Final plat is associated with a Precise Implementation Plan that will be reviewed by Plan Commission on January 28, 2019.

COMMON DESCRIPTION: 2500 BLK Lawrence Drive, located generally between County Clare Road and the south City of De Pere limits.

PARCEL NUMBERS: WD-L482, WD-L483 and WD-L484

EXISTING ZONING: Proposed Lots 1-10, 18-47, 72-77 and Outlots 1-3 are zoned R-1.
Proposed Lots 48-71 are zoned R-1 PDD.
Proposed Lots 11-17 and 78 are zoned R-2.
Proposed Lots 79 and 80 are zoned R-3.

Attachment: Final Plat - Garrity's Glen South - Plan Commission Report (7857 : Recommendation from Plan Commission regarding the



SURROUNDING LAND USES: Residential and natural areas to the north.
Agricultural and industrial to the south.
Agricultural to the east.
Southwest Park to the west.

COMPREHENSIVE PLAN: Neighborhood Residential (Including Multi-Family).
Business park near Outlot 2.

APPLICANT / OWNER:

Pat Kaster
Authorized Representative
TLKM Development LLC
2170 Velp Avenue, Suite 106
Green Bay, WI 54303

R&M Garrity Farm LLC ETAL
Property Owner
3173 Trenton Lane
Green Bay, WI 54313-4025

SITE HISTORY: After a review of air photographs, the property and nearby areas were used for agricultural purposes. Adjacent residential development to the north occurred in the late 2000's. The site is located adjacent to the City of De Pere and Town of Lawrence municipal limits.

On November 26, the Plan Commission recommended approval of a preliminary plat and rezoning for the subject area, which included a Planned Development District overlay for a single family development. The Common Council approved the preliminary plat on December 4, 2018 and approved the rezoning and Planned Development District overlay on December 18, 2018.

On February 5, 2019 the Plan Commission is expected to review a Precise Implementation Plan, related to the PDD overlay, as well as the final plat.

Attachment: Final Plat - Garrity's Glen South - Plan Commission Report (7857 : Recommendation from Plan Commission regarding the

STAFF REVIEW:

When reviewing a final plat, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns.

The final plat meets the criteria of State Statutes 236 and most criteria of Section 46-8 of the De Pere Platting and Division of Land Code. Lot sizes are sufficient for property zoned R-1, R-2 and R-3. The Planned Development District overlay area (proposed Lots 48-71) proposes the following differences from typical Municipal Code zoning:

- Minimum street frontages of 85 feet will be allowed to be 70 feet
- Minimum lot areas of 10,000 square feet will be allowed to be 8,750 square feet
- Side yard setbacks of 10 feet will be allowed to be 8 feet

The developer intends on creating a homeowners association in the Planned Development District overlay area to create a condominium-like neighborhood with minimal maintenance responsibilities of residents. The structures will be single-family houses on individual smaller lots and appear to be similar to the lots in the rest of the neighborhood.

Outlots 1 and 3 were created to allow for storm water management. Outlot 2 was created because it will remain owned by the current property owner, and not the developer.

Proposed Garromon Drive will eventually be extended to connect Lawrence Drive with American Boulevard. Garromon Drive is <u>not</u> designated to be a truck route for industrial vehicle ingress-egress.

Please note that the Garroman Drive right-of-way, near Lawrence Drive, is only 35-feet wide. That is because only half of the typical 70-foot wide right-of-way is owned by the developer and the other half of the right-of-way would be dedicated by the property owner to the south. This is not atypical when dealing with property development and multiple property owners. The City is currently working with the other property owner in order to acquire the right of way.

The City plat is reviewed by the City of De Pere. A courtesy review of technical measurements was performed by Brown County to expedite the efficient process of recording plats.

REVIEW PROCESS

For final City plat petitions, the Plan Commission provides either an approval, rejection with reason, or approval with conditions decision. The Common Council also reviews final City plats. The Common Council is expected to review the City plat on February 5, 2019.

Attachment: Final Plat - Garrity's Glen South - Plan Commission Report (7857 : Recommendation from Plan Commission regarding the

The plat review for this project is part of a number of reviews that have been under consideration for Garrity's Glen South. Other reviews included:

A. Residential Infrastructure Policy and TID Incentive
B. Rezoning with PDD overlay and General Development Plan
C. Preliminary Plat
D. Precise Implementation Plan
E. Final Plat

Items D & E are awaiting review and approval by Plan Commission and Common Council.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the final City plat and forwarding the map to the Common Council for final approval, subject to:

1. Meeting all other state and local regulations.
2. Final Plat approval is subject to a successful approval of a Precise Implementation Plan for Lots 48-71.
3. Note #2 may need to be revised as the plat references a 30 foot side yard setback. The 30 foot setback must be enforced by the Home Owners Association as the City's Municipal Code enforces a 10 foot side yard setback (a 30 foot setback was not identified in the rezoning with PDD overlay, General Development Plan, and Precise Implementation Plan).
4. If the WDNR determines a navigable waterway does not exist on the plat, modify Restrictive Covenant #3 to not include navigable waterways. The body of water is a storm water management pond. Otherwise properly show all ESA's and setbacks on plat.
5. Update data that references "potential wetland exemption" to identify clearly if there is or is not an exemption, with the source of the determination referenced.
6. The Developer has verbally agreed to provide street trees during previous reviews. If street trees are planned, please provide documentation for review, like a landscape plan and proposed timing.
7. Provide documentation that there are no existing utility easements on the property.
8. 20 foot wide storm sewer/drainage easements will required along the following lot lines:
    a. 10 foot on north side of Lot 30.
    b. 20 foot (10 feet each side) between lots 12 & 13, 17 & 18, 39 & 40, 44 & 45, 66 & 67, 62 & 78, and 70 & 71.
9. Update 6 foot drainage easements as follows:
    a. Lots 38 & 40.
10. Under Note 9), add the following sentence at the end "These grades are on file at the City of De Pere Engineering Department."

Attachment: Final Plat - Garrity's Glen South - Plan Commission Report (7857 : Recommendation from Plan Commission regarding the

11. The following does not require change to the plat, however, please inform the developer of the following:
    a. The developer/property owner shall be responsible to remove existing buildings and/or foundations in conflict with street construction. Foundation abandonment shall be completed per City Specifications.
    b. Gravel piles and other debris shall be removed by the developer.

Attachment: Final Plat - Garrity's Glen South - Plan Commission Report (7857 : Recommendation from Plan Commission regarding the

CITY OF DE PERE

APPLICATION FOR PLAT REVIEW

CITY OF DE PERE RECEIVED JAN 11 2019

Fee:	$195.—
Receipt #:	00138908
Date:	11 Jan 2019

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) TLKM DEVELOPMENT, LL	Authorized Representative PATRICIA KASTER	Title MANAGING MEMBER	
Mailing Address 2710 VELP S	City GREEN BAY	State WI	ZIP Code 54303
Email Address PKASTER@R	Phone Number (incl. area code) 920.497.5090	Fax Number (incl. area code) 920.497.4881	

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

Name (Ind. Org. or Entity) R&M GARRITY FARM. LLC	Contact Person JOSEPH G/	Title MANAGING MEMBER	
Mailing Address 4030 BOY S(	City TAMPA	State FL	ZIP Code 33607
Email Address JOSEPH.GAR	Phone Number (incl. area code) 813.281.8242	Fax Number (incl. area code) NA	

SECTION 3: Project or Site Location

Project Address/Description GARRITY GLEN SOUTH	Parcel No. L-482, L-483, L-484

SECTION 4: Plat Review

Review Type:	☐ Preliminary Plat ☑ Final Plat	
Fee:	Preliminary Plat Fee: $278 + (____# of lots x $68) Final Plat Fee: $195	$195.00
Present Use of Parcel:	AGRICULTURAL	
Proposed Use of Lots:	RESIDENTIAL	

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

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print)	Title MANAGING MI	Phone Number 920.497.5090
Signature of Applicant Patricia Kaster		Date Signed 1-10-2019

TO BE COMPLETED BY CITY STAFF

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

Attachment: Application Form (7857 : Recommendation from Plan Commission regarding the proposed 80 Lot and three Outlot Final Plat of

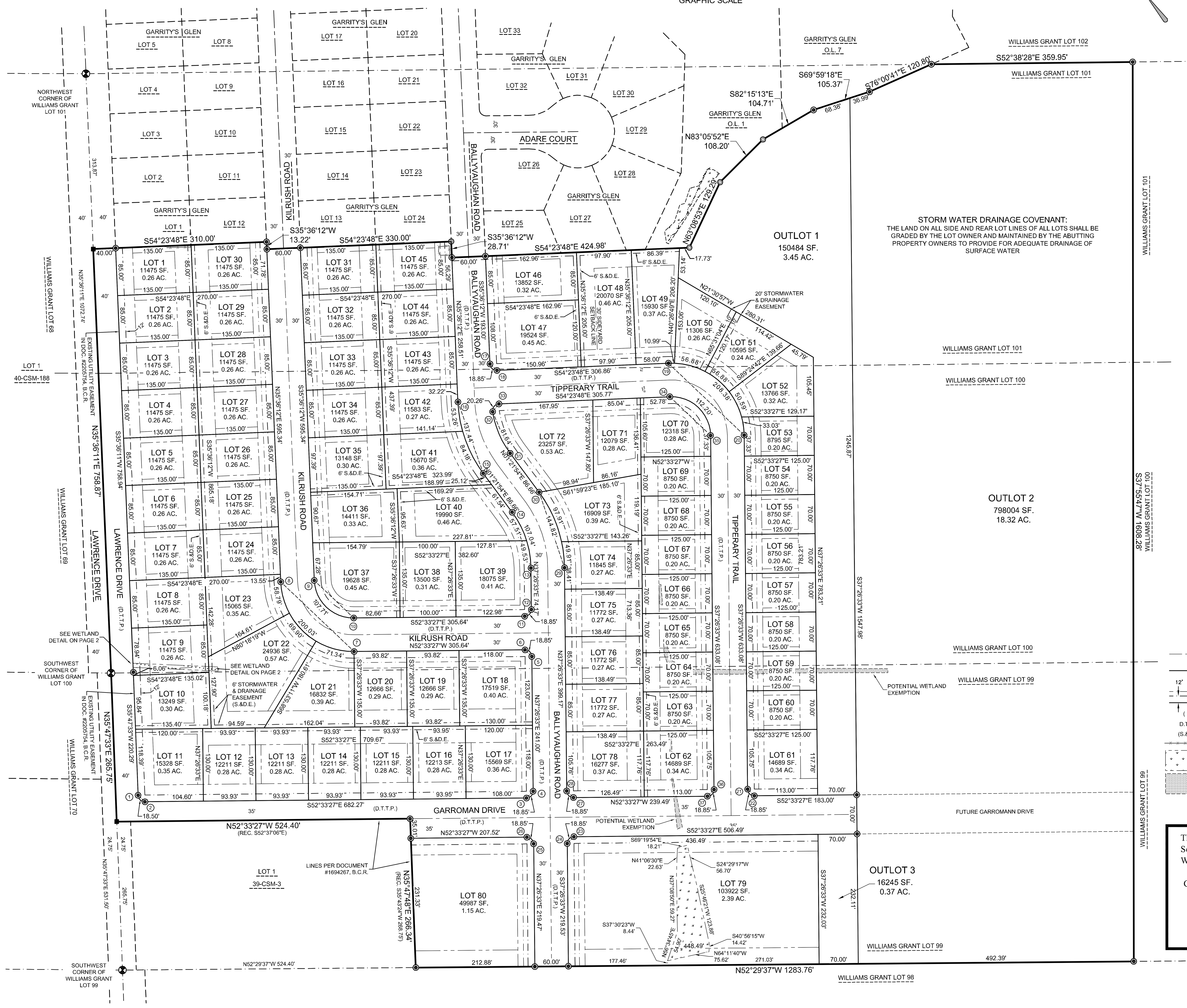
GARRITY'S GLEN SOUTH

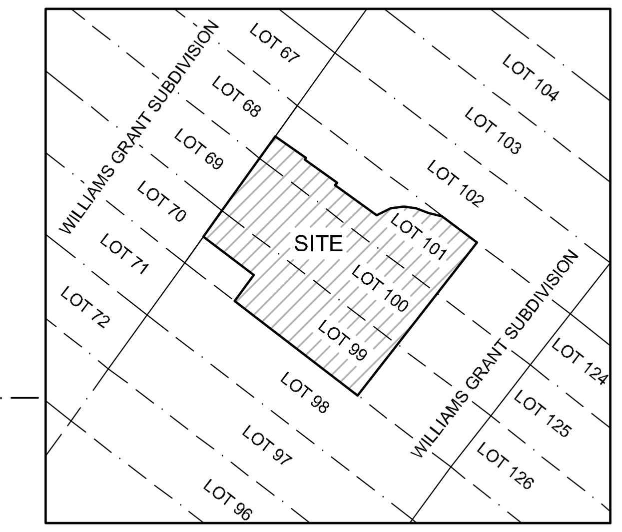
PART OF WILLIAMS GRANT LOTS 99, 100 AND 101, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

100 50 0 100 200 300
GRAPHIC SCALE

BEARINGS REFERENCED TO THE WEST LINE OF LOTS 100 AND 101 OF WILLIAMS GRANT SUBDIVISION, ASSUMED TO BEAR N35°36'11"E.

THIS MAP IS BASED ON THE CURRENT BROWN COUNTY COORDINATE SYSTEM OF RECORD.





LOCATION MAP (NOT TO SCALE)
PART OF WILLIAMS GRANT LOTS 99, 100 AND 101, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

CURVE DATA

CURVE #	CENT. ANG	RADIUS	ARC	CHD. DIST.	CHD BRG.
1-2	88°21'00"	12.00'	18.50'	16.72'	S08°22'57"E
3-4	90°00'00"	12.00'	18.85'	16.97'	N82°26'33"E
5-6	90°00'00"	12.00'	18.85'	16.97'	N07°33'27"W
7-8	88°09'39"	130.00'	200.03'	180.87'	N08°28'37"W
LOT 21	31°26'38"	130.00'	71.34'	70.45'	N36°50'08"W
LOT 22	30°48'29"	130.00'	69.90'	69.06'	N05°42'34"W
LOT 23	25°54'31"	130.00'	58.79'	58.29'	N22°38'56"E
9-10	88°09'39"	70.00'	107.71'	97.39'	S08°28'37"E
11-12	90°00'00"	12.00'	18.85'	16.97'	N82°26'33"E
13-14	36°04'39"	170.00'	107.04'	105.28'	N19°24'13"E
LOT 39	16°41'38"	170.00'	49.53'	49.36'	N29°05'44"E
LOT 40	19°23'01"	170.00'	57.51'	57.24'	N11°03'24"E
15-16	34°14'18"	230.00'	137.44'	135.41'	N18°29'03"E
LOT 41	20°58'16"	230.00'	84.18'	83.71'	N11°51'02"E
LOT 42	13°16'03"	230.00'	53.26'	53.14'	N28°58'11"E
17-18	90°00'00"	12.00'	18.85'	16.97'	S09°23'48"E
19-20	91°50'21"	130.00'	208.38'	186.77'	S08°28'37"E
LOT 49	4°50'37"	130.00'	10.99'	10.99'	S51°58'29"E
LOT 50	25°04'15"	130.00'	56.88'	56.43'	S37°01'03"E
LOT 51	25°04'15"	130.00'	56.88'	56.43'	S11°56'49"E
LOT 52	22°17'51"	130.00'	50.59'	50.27'	S11°44'14"W
LOT 53	14°33'24"	130.00'	33.03'	32.94'	S30°09'51"W
21-22	90°00'00"	12.00'	18.85'	16.97'	S07°33'27"E
23-24	90°00'00"	12.00'	18.85'	16.97'	S82°26'33"W
25-26	90°00'00"	12.00'	18.85'	16.97'	N07°33'27"W
27-28	90°00'00"	12.00'	18.85'	16.97'	N07°33'27"W
29-30	36°04'39"	230.00'	144.82'	142.44'	N19°24'13"E
LOT 73	24°23'25"	230.00'	97.91'	97.17'	N13°33'36"E
LOT 74	11°41'14"	230.00'	46.91'	46.83'	N31°35'56"E
31-32	27°30'59"	170.00'	81.64'	80.86'	N15°07'23"E
32-33	96°43'19"	12.00'	20.26'	17.94'	N77°14'32"E
34-35	91°50'21"	70.00'	112.20'	100.57'	S08°28'37"E
36-37	90°00'00"	12.00'	18.85'	16.97'	S82°26'33"W

LEGEND

- 2.38" (O.D.) X 18" IRON PIPE WEIGHING 3.65 LBS/LIN. FOOT SET
- 1" IRON PIPE FOUND
- MAG NAIL SET
- BROWN COUNTY MONUMENT - TYPE NOTED
- ALL OTHER LOT CORNERS MARKED WITH A 1.32" (O.D.) X 18" IRON PIPE WEIGHING 1.68 LBS\LIN. FOOT.
- ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST HUNDREDTH OF A FOOT.
- ALL DISTANCES ON CURVES ARE ARC LENGTHS.

30' FRONT YARD BUILDING SETBACK (UNLESS NOTED)

8' TREE PLANTING EASEMENT PLUS 12' UTILITY EASEMENT (UNLESS NOTED)

( ) RECORDED AS

D.T.T.P. DEDICATED TO THE PUBLIC (SEE NOTE 1, ON PAGE 2)

(S.&D.E.) STORMWATER & DRAINAGE EASEMENT (WIDTH NOTED)

FENCE

WETLANDS AS DELINEATED BY GEORGE HOLDT SOIL CONSULTANTS, DATED DECEMBER 10, 2018.

WETLANDS (POSSIBLE EXEMPTION)-DELINEATED BY GEORGE HOLDT SOIL CONSULTANTS, DATED DECEMBER 10, 2018

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

Certified ________________, 20_____

Department of Administration

MACH IV
ENGINEERING • SURVEYING • ENVIRONMENTAL
2260 Salscheider Court Green Bay, WI 54313
PH:920-569-5765; Fax: 920-569-5767
www.mach-iv.com

TLKM DEVELOPMENT, LLC

GARRITY'S GLEN SOUTH

FINAL PLAT

REVISION DESCRIPTION

NO.

DATE: JANUARY 14, 2019

DRAFTED BY: RJO

CHECKED BY: BRW

PROJECT NO.: 0336-10-18

DRAWING NUMBER 1446

SHEET NUMBER 1 OF 2

Attachment: Final Plat (7857 : Recommendation from Plan Commission regarding the proposed 80 Lot and three Outlot Final Plat of "Ga)

GARRITY'S GLEN SOUTH

PART OF WILLIAMS GRANT LOTS 99, 100 AND 101, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

BROWN COUNTY PLANNING COMMISSION

APPROVED FOR THE BROWN COUNTY PLAN COMMISSION THIS ____ DAY OF _____, 20___.

_____
DAN TEATERS
SENIOR PLANNER

CERTIFICATE FOR THE CITY OF DE PERE

APPROVED FOR THE CITY OF DE PERE THIS _____ DAY OF _____, 20___.

_____
CITY OF DE PERE

CITY OF DE PERE TREASURER'S CERTIFICATE

AS DULY ELECTED CITY TREASURER, I HEREBY CERTIFY THAT THE RECORDS IN OUR OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS PLAT AS OF THE DATES LISTED BELOW.

_____
SHANA LEDVINA DATE
CITY OF DE PERE CLERK-TREASURER

BROWN COUNTY TREASURER'S CERTIFICATE

AS DULY ELECTED BROWN COUNTY TREASURER, I HEREBY CERTIFY THAT THE RECORDS IN OUR OFFICE SHOW NO UNREDEEMED TAXES AND NO UNPAID OR SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS CERTIFIED SURVEY MAP AS OF THE DATE LISTED BELOW.

_____
PAUL ZELLER DATE
BROWN COUNTY TREASURER

SURVEYOR'S CERTIFICATE

I, RANDALL J. OETTINGER, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

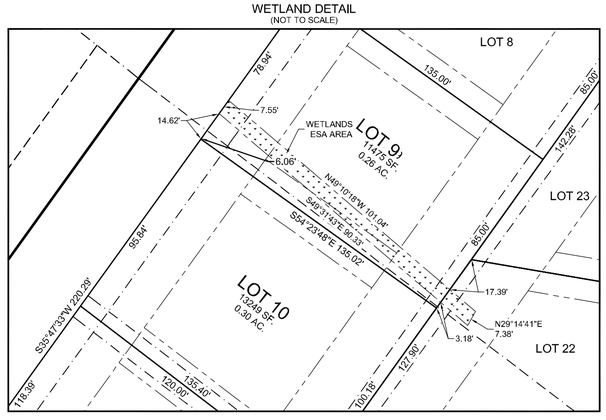
THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236, WISCONSIN STATUTES, AND THE SUBDIVISION REGULATIONS OF THE CITY OF DE PERE AND THE BROWN COUNTY PLANNING COMMISSION AND UNDER THE DIRECTION OF THE OWNERS LISTED HEREON, I HAVE SURVEYED, DIVIDED AND MAPPED "GARRITY'S GLEN SOUTH", AND THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES AND THE SUBDIVISION OF THE LAND SURVEYED AND IS PART OF LOT 99, LOT 100 AND LOT 101 OF WILLIAMS GRANT SUBDIVISION, CITY OF DE PERE, BROWN COUNTY WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 100 OF WILLIAMS GRANT SUBDIVISION; THENCE N35°36'11"E, 758.87 FEET ALONG THE WEST LINE OF SAID LOT 100 AND LOT 101; THENCE S54°23'48"E, 310.00 FEET ALONG THE SOUTH LINE AND EXTENSION OF LOT 1 AND LOT 12 OF THE PLAT OF GARRITY'S GLEN, RECORDED IN VOLUME 22, PLATS, PAGE 241 (DOCUMENT #2193288), BROWN COUNTY RECORDS; THENCE S35°36'12"W, 13.22 FEET ALONG THE NORTHWESTERLY RIGHT OF WAY OF KILRUSH ROAD; THENCE S54°23'48"E, 330.00 FEET ALONG THE EXTENSION AND SOUTH LINE OF LOT 13 AND LOT 24 OF SAID PLAT; THENCE S35°36'12"W, 28.71 FEET ALONG THE NORTHWESTERLY RIGHT OF WAY OF BALLYVAUGHAN ROAD; THENCE S54°23'48"E, 424.98 FEET ALONG THE EXTENSION AND SOUTH LINE OF LOT 25, LOT 27, LOT 28 AND OUTLOT 1 OF SAID PLAT; THENCE N63°08'53"E, 129.29 FEET ALONG A SOUTH LINE OF SAID OUTLOT 1; THENCE N83°08'52"E, 108.20 FEET ALONG SAID OUTLOT 1; THENCE N82°15'13"E, 104.71 FEET ALONG SAID OUTLOT 1 AND ALSO A SOUTH LINE OF OUTLOT 7 OF SAID PLAT; THENCE S69°59'18"E, 105.37 FEET ALONG SAID OUTLOT 7; THENCE S76°00'41"E, 120.80 FEET ALONG SAID OUTLOT 7 TO THE NORTH LINE OF LOT 101 OF WILLIAMS GRANT SUBDIVISION; THENCE S52°38'28"E, 359.95 FEET ALONG SAID LINE; THENCE S37°55'47"W, 1608.28 FEET TO THE SOUTH LINE OF LOT 99 OF WILLIAMS GRANT SUBDIVISION; THENCE N52°29'37"W, 1283.76 FEET ALONG SAID LINE; THENCE N35°47'48"E, 266.34 FEET ALONG THE EAST LINE OF DOCUMENT #1694267, BROWN COUNTY RECORDS; THENCE N52°33'27"W, 524.40 FEET ALONG THE NORTH LINE AND EXTENSION OF SAID DOCUMENT TO THE WEST LINE OF SAID LOT 99; THENCE N35°47'33"E, 265.75 FEET ALONG SAID LOT 99 TO THE POINT OF BEGINNING.

BOUNDARY CONTAINS 2,385,862 SQUARE FEET / 54.77 ACRES, MORE OR LESS.
SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
ROAD DEDICATION CONTAINS 319,702 SQ. FT. \ 7.34 ACRES OF LAND, MORE OR LESS.

_____
RANDALL J. OETTINGER PLS-2349
DATE: JANUARY 02, 2019

WETLAND DETAIL
(NOT TO SCALE)



NOTES:

1) ALL ROADS WITHIN THE PLAT BOUNDARY ARE DEDICATED TO THE PUBLIC (D.T.T.P.).

2) SIDE YARD SETBACK IS 8 FEET FOR LOTS 48-71, AS PER PDD APPROVAL DATED _____.

3) THE PROPERTY OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, "WISCONSIN CONSTRUCTION SITE BEST MANAGEMENT PRACTICE HANDBOOK" TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE VILLAGE HAS AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION, OR INSTALLATION-RELATED ACTIVITIES.

4) LOTS 9, 22 & 79 INCLUDE WETLAND AREAS THAT MAY REQUIRE PERMITS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, ARMY CORPS OF ENGINEERS, BROWN COUNTY PLANNING COMMISSION, OR THE CITY OF DE PERE PRIOR TO ANY DEVELOPMENT ACTIVITY.

5) OFFSITE DRAINAGE TO BE COLLECTED AND TRANSPORTED TO THE CITY STORM SEWER UPON DEVELOPMENT ON LOT 79 AND LOT 80.

6) DRAINAGE EASEMENTS SHALL PROHIBIT ANY OBSTRUCTION TO THE FLOW OF WATER, BY ANY MEANS.

7) DRAINAGE EASEMENTS SHALL NOT PERMIT ANY STRUCTURE, EARTHEN BERM, DAM, ERECTION OF OTHER IMPROVEMENT, TREE OR LANDSCAPING.

8) DRAINAGE EASEMENTS SHALL ALLOW THE ERECTION OF A FENCE OR ANNUAL PLANTINGS SUCH THAT THE SAME DO NOT OBSTRUCT THE FLOW OF WATER.

9) DRAINAGE EASEMENTS SHALL PROHIBIT THE GRANTOR (PROPERTY OWNER) FROM CHANGING THE GRADE ELEVATION OF THE DRAINAGE EASEMENT FROM THE ESTABLISHED GRADE.

10) DRAINAGE EASEMENTS SHALL ALLOW THE GRANTEE FULL RIGHTS OF INGRESS AND EGRESS TO CARRY ON AND ALL WORK IN CONNECTION WITH THE MAINTENANCE AND OPERATION IN, OVER, UNDER AND ACROSS THE LANDS OF THE GRANTOR.

11) DRAINAGE EASEMENTS SHALL NOT ALLOW THE PROPERTY COVERED BY SAID EASEMENT TO BE USED IN ANY WAY OR MANNER THAT WILL IMPAIR THE RIGHTS OF THE GRANTEE.

12) EXPOSED BASEMENT WINDOWS SHALL BE APPROVED BY THE INSPECTION DEPARTMENT PRIOR TO CONSTRUCTION.

13) THE CITY OF DE PERE REQUIRES THE INSTALLATION OF SIDEWALK ON ALL LOTS ABUTTING ALL STREETS. SIDEWALK INSTALLATION SHALL BE COMPLETE PRIOR TO THE ISSUANCE OF THE OCCUPANCY PERMIT BY THE CITY.

14) DRIVEWAYS FOR LOTS 79 AND 90 OFF OF BALLYVAUGHN ROAD SHALL BE CONSTRUCTED WITH AN 8" DEPTH CONCRETE APRON. THE DRIVEWAY MAY BE USED BY CITY TRUCKS FOR TURNING AROUND.

15) THE CITY MAY RESTRICT PARKING ON ONE SIDE OF BALLYVAUGHN, KILRUSH, GARROMAN, AND TIPPERARY.

16) THE CITY MAY RESTRICT PARKING ON THE EAST SIDE OF LAWRENCE DRIVE.

17) THROUGH SECTION 823.08 OF WISCONSIN STATUTES, THE WISCONSIN LEGISLATURE HAS ADOPTED A RIGHT TO FARM LAW. THIS STATUTE LIMITS THE REMEDIES OF OWNERS OF LATER ESTABLISHED RESIDENTIAL PROPERTY TO SEEK CHANGES TO PRE-EXISTING AGRICULTURAL PRACTICES IN THE VICINITY OF THE AGRICULTURAL PROPERTY. ACTIVE AGRICULTURAL OPERATIONS ARE NOW TAKING PLACE AND MAY CONTINUE TO TAKE PLACE IN THE VICINITY OF THESE NEW RESIDENTIAL LOTS. THESE ACTIVE AGRICULTURAL OPERATIONS MAY PRODUCE NOISES, ODORS, DUST, MACHINERY TRAFFIC, OR OTHER CONDITIONS DURING DAYTIME AND EVENING HOURS.

RESTRICTIVE COVENANTS

1) OUTLOTS 1 AND 3 ARE DEDICATED TO THE CITY OF DE PERE FOR STORM WATER DRAINAGE.

2) OUTLOT 2 IS RESERVED FOR AGRICULTURE AND POTENTIALLY FUTURE DEVELOPMENT, AND WILL REMAIN UNDER THE OWNERSHIP OF R&M GARRITY FARM LLC.

3) THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE LOT OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.

4) PURSUANT TO SECTION 45.6, DEPERE MUNICIPAL CODE, PUBLIC SITES AND OPEN SPACES, THE CITY OF DEPERE REQUIRES THE PAYMENT OF A FEE IN LIEU OF PARK DEDICATION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ALL LOTS IN THIS SUBDIVISION.

5) LOTS 9, 22 AND 79 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES WETLANDS. DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE CITY OF DE PERE, BROWN COUNTY PLANNING AND ZONING AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

TLKM DEVELOPMENT, LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, DOES HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON GARRITY'S GLEN SOUTH TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED HEREON. TLKM DEVELOPMENT, LLC ALSO CERTIFIES THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

CITY OF DE PERE
BROWN COUNTY PLANNING COMMISSION
DEPT. OF ADMINISTRATION

IN WITNESS WHEREOF, THE SAID TLKM DEVELOPMENT, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY PATRICIA A. KASTER AND _____, ITS MANAGERS, ON THIS _____ DAY OF _____, 20___.

_____ _____
PATRICIA A. KASTER
MANAGER - TLKM DEVELOPMENT, LLC MANAGER - TLKM DEVELOPMENT, LLC

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 20____, THE ABOVE NAMED MANAGER OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH MANAGER AS THE DEED OF SAID LIMITED LIABILITY COMPANY, BY ITS AUTHORITY.

_____
NOTARY PUBLIC MY COMMISSION EXPIRES _____

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

UTILITY EASEMENT PROVISIONS (ELECTRIC, NATURAL GAS, AND COMMUNICATIONS)

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY:

TLKM DEVELOPMENT, LLC, A LIMITED LIABILITY COMPANY, GRANTOR, TO

WISCONSIN PUBLIC SERVICE CORPORATION, A WISCONSIN CORPORATION, GRANTEE;
WISCONSIN BELL INC.. D/B/A AT&T WISCONSIN, A WISCONSIN CORPORATION, GRANTEE;
CENTURYLINK, INC., GRANTEE;
TIME WARNER CABLE, INC., GRANTEE:

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, NATURAL GAS, TELEPHONE AND CABLE TV FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT AREAS" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THERON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES, NATURAL GAS FACILITIES, OR TELEPHONE AND CABLE TV FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. STRUCTURES SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT AREAS" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN SIX INCHES WITHOUT WRITTEN CONSENT OF GRANTEES.

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

CONSENT OF CORPORATE MORTGAGEE

COMMUNITY FIRST CREDIT UNION, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATION OF THE LAND DESCRIBED ON THIS PLAT AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF TLKM DEVELOPMENT, LLC, OWNER.

IN WITNESS WHEREOF, COMMUNITY FIRST CREDIT UNION HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____ (print name #1 above), ITS _____ (print title #1 above) AND COUNTERSIGNED BY _____ (print name #2 above), ITS _____ (print title #2 above), AT _____ (city), ____ (state), THIS __ (day) DAY OF _____ (month), ____ (year).

(signature #1) _____ (signature #2) _____
(print name #1) _____ (print name #2) _____
(print title #1) _____ (print title #2) _____

PERSONALLY CAME BEFORE ME THIS __ (day) DAY OF _____ (month), ____ (year), THE ABOVE NAMED OFFICERS OF SAID CORPORATION TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH OFFICERS OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

_____
NOTARY PUBLIC MY COMMISSION EXPIRES _____

STATE OF WISCONSIN]
] ss
COUNTY OF _____]

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

Certified _____, 20_____

Department of Administration

OFFICE OF THE REGISTER OF DEEDS
BROWN COUNTY, WISCONSIN

RECEIVED FOR RECORD_____, 20__
AT_____O'CLOCK____M AND RECORDED AS
DOCUMENT #_____IN
VOLUME_____OF _____ON PAGE____.

CHERYL BERKEN, REGISTER OF DEEDS

MACH IV
ENGINEERING • SURVEYING • ENVIRONMENTAL
2260 Salscheider Court Green Bay, WI 54313
PH:920-569-5765; Fax: 920-569-5767
www.mach-iv.com

TLKM DEVELOPMENT, LLC

GARRITY'S GLEN SOUTH

FINAL PLAT

NO.	REVISION DESCRIPTION

DATE: JANUARY 14, 2019
DRAFTED BY: RJO
CHECKED BY: BRW
PROJECT NO.: 0336-10-18
DRAWING NUMBER 1446
SHEET NUMBER
2 OF 2

Attachment: Final Plat (7857 : Recommendation from Plan Commission regarding the proposed 80 Lot and three Outlot Final Plat of "Ga)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**February 5, 2019**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**Recommendation from Plan Commission regarding a Proposed Three Lot Certified Survey Map at 2800 BLK Ryan Road (Parcels ED-R28-1, ED-R28-2, ED-R29-1). Submitted by City of De Pere on behalf of the Unified School District of De Pere, property owner.**

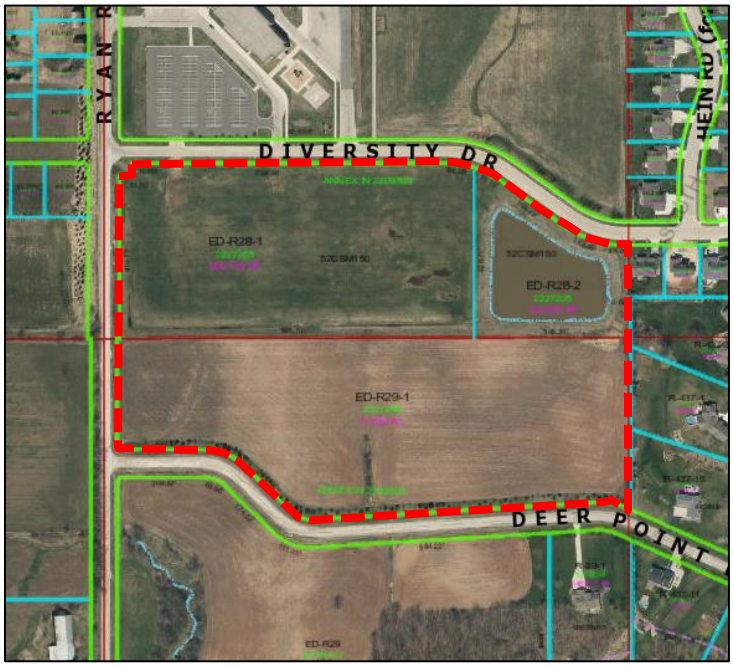
The Plan Commission recommendation will be shared during the Common Council meeting; the typical January 28, 2019 Plan Commission meeting was rescheduled to take place on the evening of February 5, 2019 due to weather.

ATTACHMENTS:

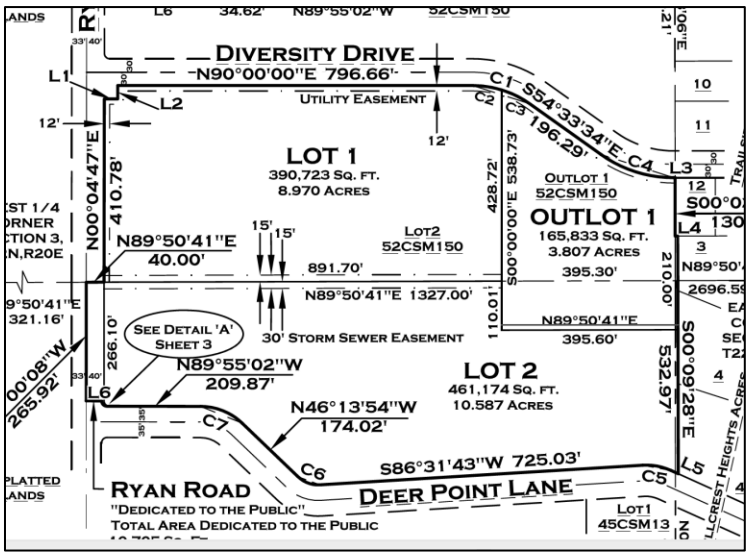
- CSM - Altmayer School SWM - Plan Commission Report (DOCX)
- Application Form (PDF)
- Preliminary CSM (PDF)

ITEM 4: **Recommendation regarding a Proposed Three Lot Certified Survey Map at 2800 BLK Ryan Road (Parcels ED-R28-1, ED-R28-2, ED-R29-1). Submitted by City of De Pere on behalf of the Unified School District of De Pere, property owner.***

SITE MAP



PROPOSED CERTIFIED SURVEY MAP AREA



REQUESTED ACTION: Certified Survey Map Review

COMMON DESCRIPTION: 2800 BLK Ryan Road, located southeast from the Ryan Road and Diversity Drive intersection.

PARCEL NUMBER(S): ED-R28-1, ED-R28-2, ED-R29-1

Attachment: CSM - Altmayer School SWM - Plan Commission Report (7862 : Recommendation from Plan Commission regarding a Proposed

EXISTING ZONING: R-1 (Single Family Residence District)

SURROUNDING LAND USES: Elementary school to the north.
Agricultural to the south.
Single family residential to the east (Town of Rockland).
Developing residential (Pine Trail Subdivision) and agricultural to the west.

COMPREHENSIVE PLAN: Institutional/Governmental Facilities

APPLICANT/OWNER NAME:

City of De Pere
335 S. Broadway
De Pere, WI 54115

Unified School District of De Pere
Property Owner
1700 Chicago Street
De Pere, WI 54115

SITE HISTORY: After a review of air photographs, the site has remained vacant or in agricultural use since 1938. The on-site storm water management pond, located within Outlot 1, was built in the late 2000's.

The land division is within the Sewer Service Area for the City of De Pere. There are no known environmentally sensitive areas on the property.

The CSM does not create new lots; instead, the CSM adjusts lot lines to accommodate an expanded storm water management system and dedicates necessary land for the Ryan Road right-of-way.

STAFF REVIEW: When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns.

- The site is a vacant R-1 zoned property under ownership by the De Pere Unified School District.
- The proposed CSM does not create any new land division. Rather, Outlot 2 becomes larger to accommodate a larger, regional storm water management system and the west end of Lot 2 is dedicated to the public to become part of Ryan Road.
- All lots exceed the minimum lot size of 11,000 square feet and all lots exceed the minimum street frontage of 90 feet
- There are three issues that must be addressed for the CSM:
    - Identify utility easements along Ryan Road and Deer Point Lane
    - Label the use and ownership of the outlot in a note on the CSM
    - The De Pere Treasurer Certificate should be removed. Also, the City of De Pere Certificate should be modified to reference the date the Clerk/Treasurer signs the document AND the date the City of De Pere approved the document

Attachment: CSM - Altmayer School SWM - Plan Commission Report (7862 : Recommendation from Plan Commission regarding a Proposed

The Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The proposed land division provides opportunities for infill development and does not impact the Comprehensive Plan negatively. The proposed lot sizes, street frontages, and setbacks meet acceptable City requirements.

REVIEW PROCESS: For City certified survey map petitions the Plan Commission provides either an approval, rejection with reason, or approval with conditions decision. The Common Council does not review City certified survey maps unless City lands or right-of-way dedications are involved. This project will be reviewed by both Plan Commission and Council due to the addition of the Ryan Road right-of-way. Common Council is expected to take action on February 5, 2019.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the certified survey map, subject to:

1. Meeting all other state and local regulations, including Brown County Planning Commission.
2. Identify utility easements along Ryan Road and Deer Point Lane.
3. Label the use and ownership of the outlot in a note on the CSM.
4. The De Pere Treasurer Certificate should be removed. Also, the City of De Pere Certificate should be modified to reference the date the Clerk/Treasurer signs the document AND the date the City of De Pere approved the document.

Attachment: CSM - Altmayer School SWM - Plan Commission Report (7862 : Recommendation from Plan Commission regarding a Proposed

DE PERE RUNS DEEPER	CITY OF DE PERE APPLICATION FOR CSM REVIEW	Fee: ~~$ 368.00~~ Receipt #: NO FEE Date: 16 Jan 2019

CITY OF DE PERE RECEIVED JAN 16 2019 PLANNING DEPT.

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity)	Authorized Representative	Title	
City of De Pere	Peter Schleinz	Senior Planner | Zoning Administrat	
Mailing Address 335 S. Broadway	City De Pere	State WI	ZIP Code 54115
Email Address pschleinz@mail.de-pere.org	Phone Number (incl. area code) 920.39.4043	Fax Number (incl. area code) 920.330.9491	

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

Name (Ind. Org. or Entity)	Contact Person	Title	
Unified School District of De Pere	Dawn Foeller	Business Manager	
Mailing Address 1700 Chicago Street	City De Pere	State WI	ZIP Code 54115
Email Address	Phone Number (incl. area code) 920.337.1032	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description	Parcel No.
Reconfiguration of three existing lots for storm water management.	ED-R28-1, ED-R28-2, ED-R29-1

SECTION 4: CSM Information

Existing Zoning:	Single Family Residence District (R-1)
Present Use of Parcel:	Field, agricultural, and storm water management
Proposed Use of Lots:	Field, agricultural, and storm water management

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

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print)	Title	Phone Number
Peter Schleinz	Senior Planner | Zoning Admi	920.339.4043
Signature of Applicant --- PETER SCHLEINZ, FOR CITY OF DE PERE ---		Date Signed 16 Jan 2019

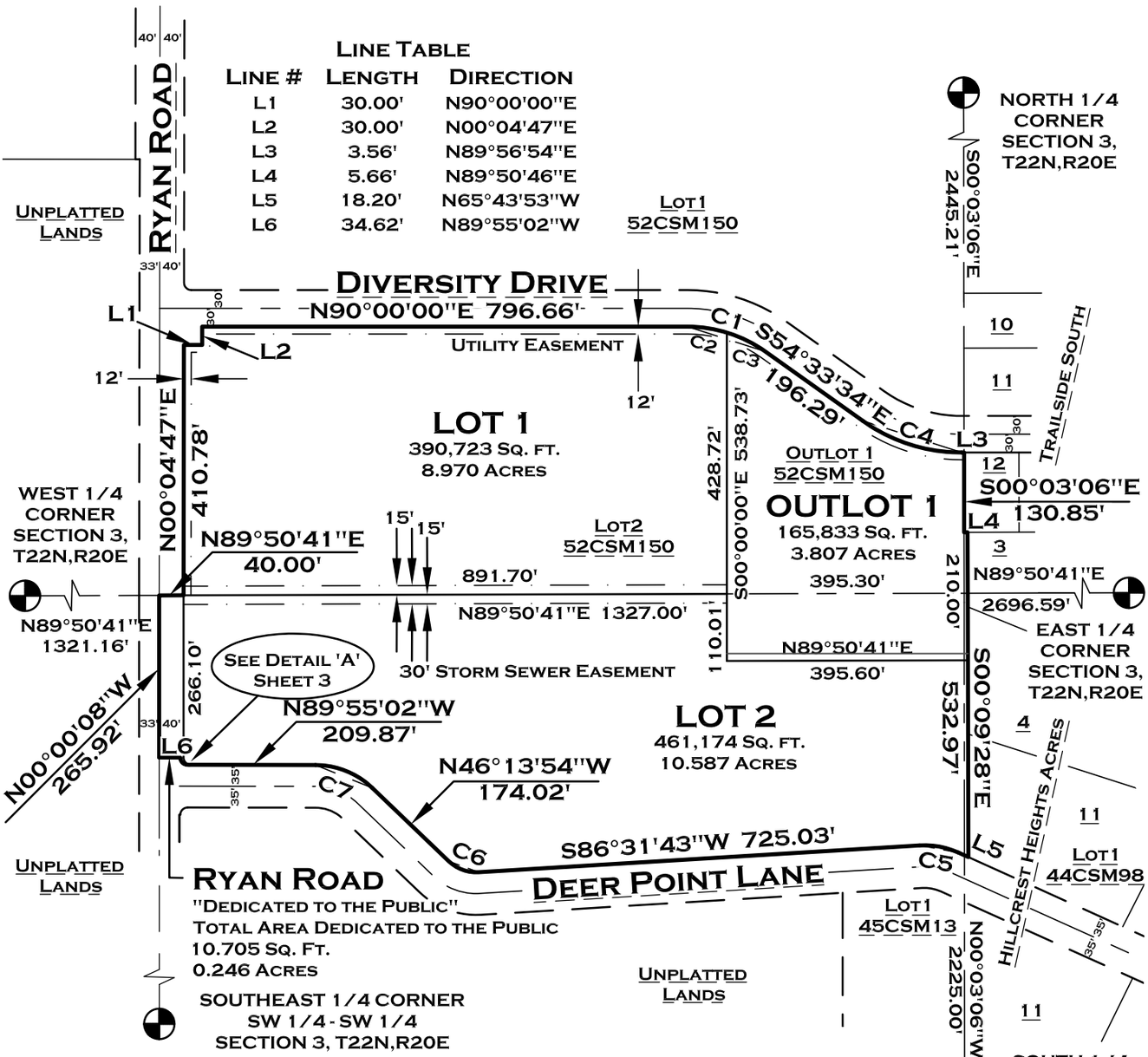
TO BE COMPLETED BY CITY STAFF

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

Attachment: Application Form (7862 : Recommendation from Plan Commission regarding a Proposed Three Lot Certified Survey Map at 2800

CERTIFIED SURVEY MAP

ALL OF LOT 2 AND OUTLOT 1 OF VOLUME 52, CERTIFIED SURVEY MAPS, PAGE 150, MAP NUMBER 7611, DOCUMENT NUMBER 2294265, BEING PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF GOVERNMENT LOT 2. ALL IN SECTION 3, T22N, R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN



LINE TABLE

LINE #	LENGTH	DIRECTION
L1	30.00'	N90°00'00"E
L2	30.00'	N00°04'47"E
L3	3.56'	N89°56'54"E
L4	5.66'	N89°50'46"E
L5	18.20'	N65°43'53"W
L6	34.62'	N89°55'02"W

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH	TANGENT BEARING	SECOND TANGENT BEARING
C1	35°26'28"	220.00'	136.08"	S76°11'57"E	122.53'	N54°33'34"W	S90° 00' 00"W
C2	17°01'38"	220.00'	65.38'	N81°29'12"W	65.14'	N72°58'23"W	S90° 00' 00"W
C3	18°24'50"	220.00'	70.70'	N63°45'59"W	70.40'	N54°33'34"W	N72° 58' 24"W
C4	35°29'34"	280.00'	173.45'	S72°18'13"E	170.69'	S54°33'26"E	N89° 57' 00"E
C5	27°44'23"	135.00'	65.36'	N79°36'02"W	64.72'	N65°43'50"W	S86° 31' 46"W
C6	47°14'19"	65.00'	53.59'	S69°50'57"E	52.09'	S46°13'48"E	N86° 31' 54"E
C7	43°41'06"	135.00'	102.93'	N68°04'32"W	100.46'	N46°13'59"W	N89° 55' 05"W
C8	89°59'46"	12.00'	18.85'	S44°55'02"E	16.97'	S00°04'51"W	S89° 54' 55"E
C9	89°54'54"	12.00'	18.83'	S44°57'35"E	16.96'	S00°00'08"E	S89° 55' 02"E

SCALE: 1"= 250'

0' 125' 250' 500'

BEARINGS REFERENCED TO THE EAST-WEST 1/4 LINE OF SECTION 3, T22N,R20E RECORDED TO BEAR N89°50'41" E

LEGEND

- ● EXISTING 1" IRON PIPE
- ○ SET 1" X 18" IRON PIPE WITH CAP WEIGHING 1.38 LBS./LIN. FT.
- ⊕ RECORDED COUNTY MONUMENT

SHEET 1 OF 4

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ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155 PHONE:(920) 662-9641
INTERNET: WWW.RELEEINC.COM FAX:(920) 662-9141

Attachment: Preliminary CSM (7862 : Recommendation from Plan Commission regarding a Proposed Three Lot Certified Survey Map at 2800 BLK)

CERTIFIED SURVEY MAP

SURVEYOR'S CERTIFICATE:

I, Bryan L. Pfeffer, Professional Land Surveyor, do hereby certify that by the order and under the direction of Peter Schleinz, City Planner, City of De Pere, I have surveyed, divided, dedicated and mapped a parcel of land being all of Lot 2 and Outlot 1 of Volume 52, Certified Survey Maps, Page 150, Map Number 7611, Document Number 2294265, Being part of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, and part of Government Lot 2, allin Section 3, T22N, R20E, City of De Pere, Brown County, Wisconsin, described as follows:

Commencing at the West $\frac{1}{4}$ Corner of said Section 3; thence N89°50'41"E, 1321.16 feet on the east-west $\frac{1}{4}$ line of said Section 3 to the southwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 3, the POINT OF BEGINNING; thence continuing N89°50'41"E, 40.00 feet on the south line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ to the east right of way line of Ryan Road; thence N00°04'47"E, 410.78 feet on said east right of way line; thence N90°00'00"E, 30.00 feet on said east right of way line; thence N00°04'47"E, 30.00 feet on said east right of way line to the south right of way line of Diversity Drive; thence N90°00'00"E, 796.66 feet on said south right of way line; thence on said south right of way line 136.08 feet on the arc of a 220.00 foot radius curve to the right, long chord bears S76°11'57"E, 122.53 feet; thence S54°33'34"E, 196.29 feet on said south right of way line; thence on said south right of way line 173.45 feet on the arc of a 280.00 foot radius curve to the left, long chord bears S72°18'13"E, 170.69 feet; thence N89°56'54"E, 3.56 feet on said south right of way line to the east line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 3; thence S00°03'06"E, 130.85 feet on said east line; thence N89°50'46"E, 5.66 feet to the northwest corner of Hillcrest Heights Acres; thence S00°09'28"E, 532.97 feet on the west line of said Hillcrest heights Acres to the north right of way line of Deer Point lane; thence N65°43'53"W, 18.20 feet on said north right of way line; thence along said north right of way line 65.36 feet on the arc of a 135.00 foot radius curve to the left, long chord bears N79°36'02"W, 64.72 feet; thence S86°31'43"W, 725.03 feet on said north right of way line; thence on said north right of way line53.59 feet on the arc of a 65.00 foot radius curve to the right, long chord bears N69°50'57"W, 52.09 feet; thence N46°13'54"W, 174.02 feet on said north right of way line; thence on said north right of way line 102.93 feet on the arc of a 135.00 foot radius curve to the left, long chord bears N68°04'32"W, 100.46 feet; thence N89°55'02"W, 209.87 feet on said north right of way line; thence on said north right of way line 18.85 feet on the arc of a 12.00 foot radius curve to the right, long chord bears N44°55'02"W, 16.97 feet; thence N89°55'02"W, 34.62 feet to the west line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 3; thence N00°00'08"W, 265.92 feet on said west line to the Point of Beginning.

Said parcel contains 1,028,435 square feet or 23.610 acres of land more or less.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and the division of it and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and with Chapter 14 of the General Ordinances of the City of De Pere in the surveying, dividing and mapping of the same.

_____

Bryan L. Pfeffer PLS # 2924
ROBERT E. LEE & ASSOCIATES, INC.

Date _____

Attachment: Preliminary CSM (7862 : Recommendation from Plan Commission regarding a Proposed Three Lot Certified Survey Map at 2800 BLK)

Robert E. Lee & Associates, Inc.
Engineering, Surveying, Environmental Services
1250 Centennial Centre Boulevard
Hobart, WI 54155 Phone:(920) 662-9641
Internet: www.releeinc.com Fax:(920) 662-9141

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CERTIFIED SURVEY MAP

OWNER'S CERTIFICATE

As Owner's, we hereby certify that we caused the land described on this plat to be surveyed, divided, mapped, and dedicated as represented on the plat. We also certify that this plat is required by S-236.10 or S236.12 to be submitted to the following for approval or objection: CITY OF DE PERE

Unified School District of De Pere

_____

Dawn Foeller, Business Manager Date

STATE OF WISCONSIN)
BROWN COUNTY) SS

Personally came before me this _____ day of _____, 2019 the above named Dawn Foeller of the Unified School District De Pere to me known to be the same person's who executed the foregoing instrument and acknowledged the same.

Notary Public _____

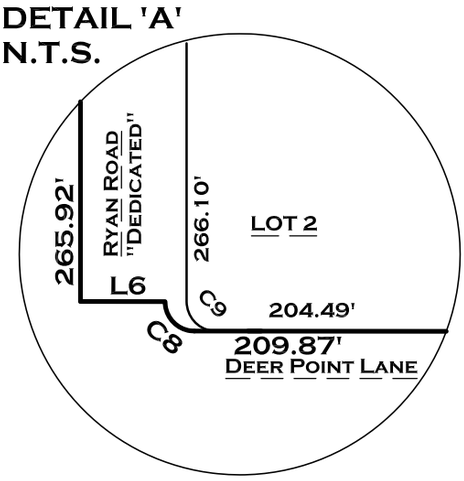
Print Name _____

My commission expires _____

RESTRICTIVE COVENANTS

1. The land on all lot lines of all lots shall be graded by the subdivider and maintained by the abutting property owners to provide for the adequate drainage of surface water.
2. Owners of all lots shall grade areas abutting streets to conform to the established sidewalk grade elevation and shall maintain the grade elevation for future sidewalks.
3. The land in the rear and the sides of all lots shall not be graded in such a manner as to interfere with the drainage of storm water.

DETAIL 'A'
N.T.S.



SHEET 3 OF 4

ROBERT E. LEE & ASSOCIATES, INC.
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1250 CENTENNIAL CENTRE BOULEVARD
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INTERNET: WWW.RELEEINC.COM FAX:(920) 662-9141

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Attachment: Preliminary CSM (7862 : Recommendation from Plan Commission regarding a Proposed Three Lot Certified Survey Map at 2800 BLK)

CERTIFIED SURVEY MAP

CITY BOARD APPROVAL CERTIFICATE

APPROVED BY THE CITY OF DE PERE THIS _____ DAY OF _____, 2019.

_____

SHANA D. LEDVINA, CLERK-CITY OF DE PERE

TREASURER'S CERTIFICATE

AS DULY APPOINTED CITY OF DE PERE TREASURER, I HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAX SALES AND NO UNPAID OR SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS PLAT, AS OF THE DATE LISTED BELOW.

_____

SHANA D. LEDVINA, TREASURER-CITY OF DE PERE

Office of the Register of Deeds
Brown County, Wisconsin

Received for Record _____, 20

at _____ o'clock _____ M and recorded as

Document # _____ in

Volume _____ of _____ on Page ____.

Cheryl Burkin, Register of Deeds

R:\0400\0404\0404435\DWG\0404435CSM.DWG

SHEET 4 OF 4

ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155 PHONE:(920) 662-9641
INTERNET: WWW.RELEEINC.COM FAX:(920) 662-9141

Attachment: Preliminary CSM (7862 : Recommendation from Plan Commission regarding a Proposed Three Lot Certified Survey Map at 2800 BLK)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**February 5, 2019**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**Recommendation from Plan Commission regarding a Proposed Extraterritorial Four Lot Certified Survey Map at 2500 BLK French Road in the Town of Lawrence (Part of Parcels L-454 & L-455-1). Submitted by Doug Woelz, PLS, McMahon Associates, authorized representative for CCLW LLC, property owner.**

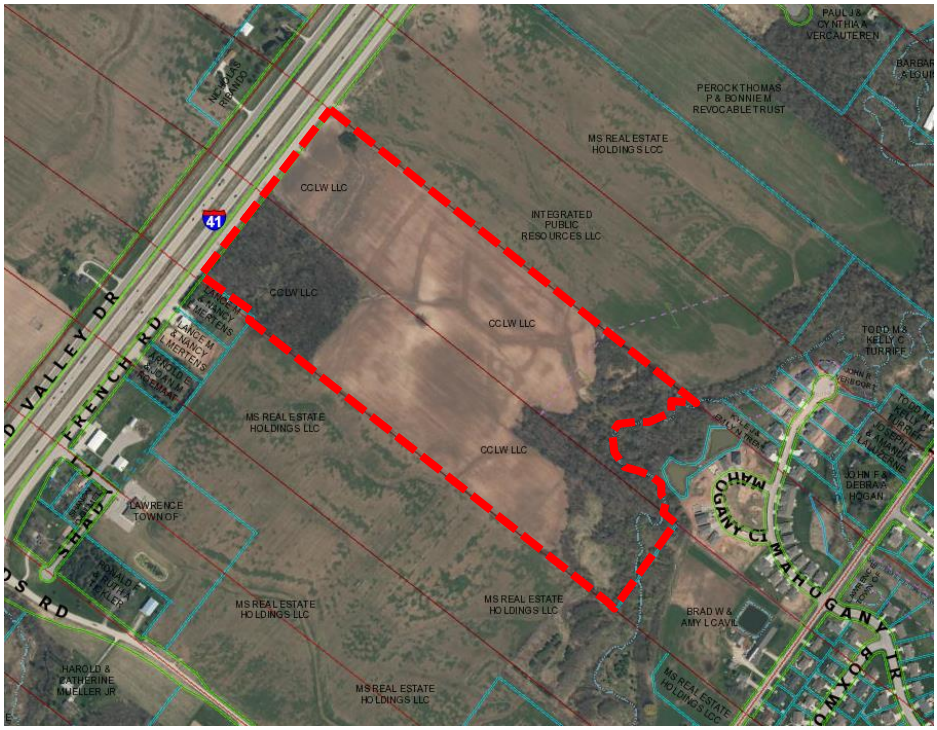
The Plan Commission recommendation will be shared during the Common Council meeting; the typical January 28, 2019 Plan Commission meeting was rescheduled to take place on the evening of February 5, 2019 due to weather.

ATTACHMENTS:

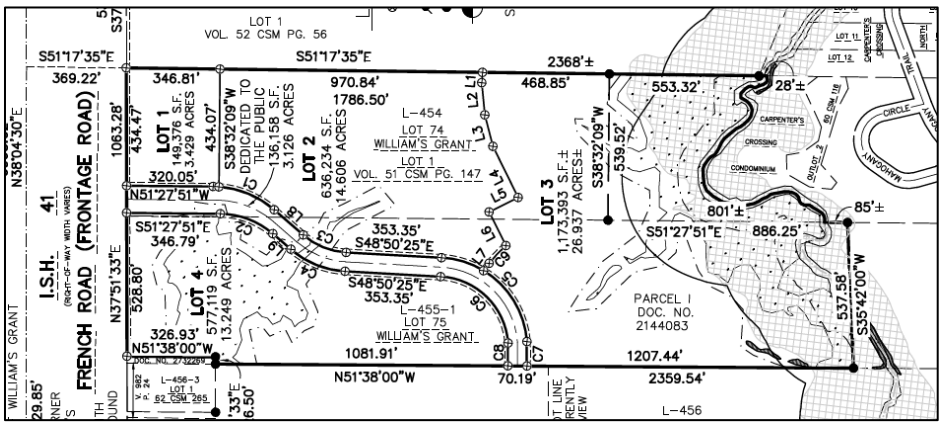
- CSM - Lawrence CCLW - Plan Commission Report (DOCX)
- Application Form (PDF)
- Preliminary CSM (PDF)

ITEM 5: **Recommendation regarding a Proposed Extraterritorial Four Lot Certified Survey Map at 2500 BLK French Road in the Town of Lawrence (Part of Parcels L-454 & L-455-1). Submitted by Doug Woelz, PLS, McMahon Associates, authorized representative for CCLW LLC, property owner.***

SITE MAP



PROPOSED CERTIFIED SURVEY MAP AREA



REQUESTED ACTION: Extraterritorial Certified Survey Map Review

COMMON DESCRIPTION: 2500 BLK French Road, located between Larry Lane and Little Rapids Road in the Town of Lawrence.

PARCEL NUMBER(S): L-454 & L-455-1

EXISTING ZONING: Agricultural District (AG) for Town of Lawrence. Proposed for residential

Attachment: CSM - Lawrence CCLW - Plan Commission Report (7861 : Recommendation from Plan Commission regarding a Proposed

and commercial development with related rezonings.

SURROUNDING LAND USES: Residential to the north, south, east, and west.
Some natural spaces and residential to the east.

COMPREHENSIVE PLAN: Commercial at west end and residential at east end for Town of Lawrence.

APPLICANT/OWNER NAME:

Doug Woelz, PLS,
McMahon Associates
Authorized representative
1445 McMahon Drive
Neenah, WI 54956

CCLW LLC
Property owner
2170 Velp Avenue, STE 106
Green Bay, WI 54303-6596

SITE HISTORY: After a review of air photographs, the site has remained vacant and natural spaces with agricultural use since 1938.

The land division is within the Sewer Service Area for the Town of Lawrence. There are known environmentally sensitive areas on the property, which will be addressed by Brown County Planning Commission. The CSM does not create any new lots.

The two existing lots are proposed to be divided into four lots for commercial uses near French Road and residential uses to the east. Specifically, Lots 1, 2, and 4 are proposed commercial developments and Lot 3 is a proposed residential development. Lots 1 and 3 have proposed rezonings to accommodate upcoming development projects; Lots 2 and 4 do not have rezonings until a defined project is identified.

STAFF REVIEW: When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns.

- The lots exceed the City Municipal Code minimum lot size of 8,500 square feet and minimum street frontage of 75 feet
- There is one issue that must be addressed for the CSM:
    - The City of De Pere Certificate should be modified to reference the date the Clerk/Treasurer signs the document AND the date the City of De Pere approved the document

The Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The proposed land division provides opportunities for infill development and does not impact the Comprehensive Plan negatively. The proposed lot sizes, street frontages, and setbacks meet acceptable City requirements.

REVIEW PROCESS: For extraterritorial certified survey map petitions the Plan Commission provides either an approval, rejection with reason, or approval with conditions decision. The Common Council also reviews and provides a

Attachment: CSM - Lawrence CCLW - Plan Commission Report (7861 : Recommendation from Plan Commission regarding a Proposed

final decision of approval or rejection. Common Council is expected to take action on February 5, 2019.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the certified survey map, subject to:

1. Meeting all other state and local regulations, including Brown County Planning Commission.
2. The City of De Pere Certificate should be modified to reference the date the Clerk/Treasurer signs the document AND the date the City of De Pere approved the document.

Attachment: CSM - Lawrence CCLW - Plan Commission Report (7861 : Recommendation from Plan Commission regarding a Proposed

	CITY OF DE PERE **APPLICATION FOR CSM REVIEW**	**Fee:** $ 368.00 **Receipt #:** 138796 **Date:** 1-08-19

CITY OF DE PERE RECEIVED JAN 8 2019 PLANNING DEPT

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity)	Authorized Representative	Title	
McMahon Associates	Doug Woelz	Land Surveyor	
Mailing Address	**City**	**State**	**ZIP Code**
1445 McMahon Drive	Neenah	Wisconsin	54956
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	
Dwoelz@mcmgrp.com	920-751-4200	920-751-4284	

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

Name (Ind. Org. or Entity)	Contact Person	Title	
CCLW, LLC	Pat Kaster	Owner	
Mailing Address	**City**	**State**	**ZIP Code**
1317 Lombardi Access Road	Green Bay	Wisconsin	54304
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	
patkaster@rivercityrealtors.com	920-497-5090		

SECTION 3: Project or Site Location

Project Address/Description	Parcel No.
Lots 74 & 75 Plat of the Sub of Williams Grant Town of Lawrence	L-454 & L-455-1

SECTION 4: CSM Information

Existing Zoning:	
Present Use of Parcel:	Farmland
Proposed Use of Lots:	Residential & Business/Commercial

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

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print)	Title	Phone Number
Douglas E. Woelz	Land Surveyor	920-751-4200
Signature of Applicant		**Date Signed**
Douglas E. Woelz		1-4-2019

TO BE COMPLETED BY CITY STAFF	
CSM Review authorized by the De Pere Municipal Code, Chapter 46.	

Attachment: Application Form (7861 : Recommendation from Plan Commission regarding a Proposed Extraterritorial Four Lot Certified Survey)

McMAHON
ENGINEERS ARCHITECTS

TRANSMITTAL

DATE: January 4, 2019

TO: Town of Lawrence
2400 Shady Court
De Pere, Wisconsin 54115
Attn: Patrick Wetzel

SUBJECT: CCLW, LLC
Certified Survey Map

McM No. L0017 9-18-00860.14

E-MAIL:

SENT VIA: ☒ E-mail ☒ CDS ☐ UPS / FedEx ☐ Other

PHONE:

FROM: Doug Woelz/McMahon Associates

E-MAIL: Dwoelz@mcmgrp.com

WE ARE SENDING YOU THE FOLLOWING:

QUANTITY:	DATE:	TITLE/DESCRIPTION:
3	1-4-19	Certified Survey Map
1	1-4-19	Planning & Zoning / Site Review Application
1	1-4-19	Area Exhibit Map of Carpenters West for Land Swaps
1	1-4-19	City of De Pere Application for CSM Review
1	1-4-19	$368.00 Check – Review Fee
1	1-4-19	BROWN COUNTY PLANNING COMMISSION REVIEW APPLICATION
1	1-4-19	$650.00 Check – Review Fee

REMARKS:

Please place the enclosed Certified Survey Map on your agenda for review and notify our office as to your review schedules. I will plan to attend any meetings necessary to answer any questions. Originals of the CSM will be provided for signatures and recording after all review comments have been obtained.

Copy to: Brown County Planning 305 E. Walnut St Room 320 P.O. Box 23600 Green Bay, WI 54305-3600

THANK YOU,

COPY TO: City of De Pere – Community Development
335 S. Broadway
De Pere, Wisconsin 54115

SIGNED: Douglas E. Woelz

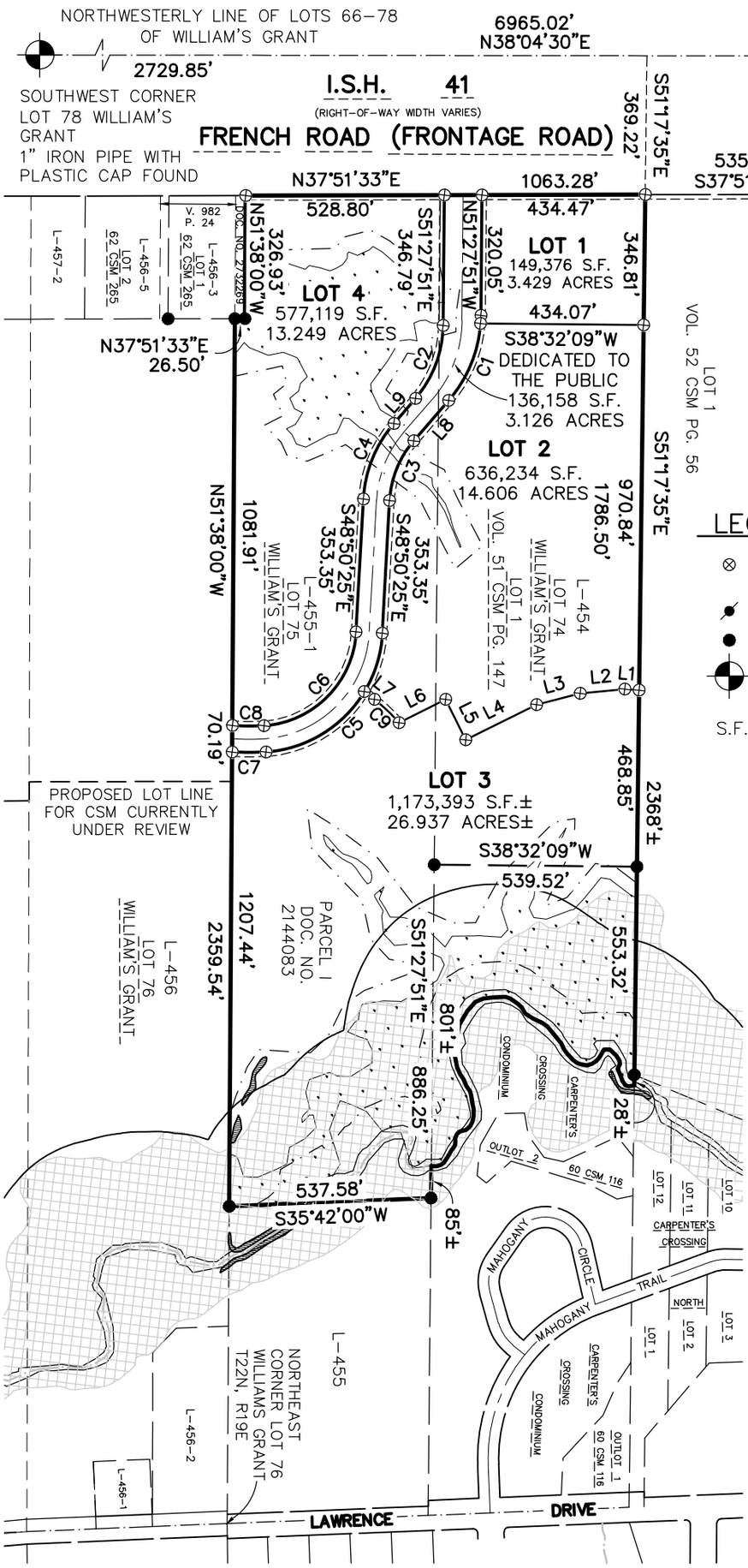
If Enclosures Are Not As Noted, Kindly Notify Us At Once

McMAHON ASSOCIATES, INC. | 1445 McMAHON DRIVE NEENAH, WI 54956 Mailing P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FAX 920.751.4284 MCM@MCMGRP.COM WWW.MCMGRP.COM

THE McMAHON Way VALUES • CULTURE RELATIONSHIPS • FOR OVER 100 YEARS •

CERTIFIED SURVEY MAP NO. _____ SHEET 1 OF 8

ALL OF LOT 1 OF VOLUME 51 OF CERTIFIED SURVEY MAPS PAGE 147–149 AS MAP No. 7489, AS DOCUMENT No. 2252503 AND A PART OF LOT 75 ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF WILLIAM'S GRANT, LOCATED IN LOTS 74 & 75 ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF WILLIAM'S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN



FOR:
- TOWN OF LAWRENCE
- 2400 SHADY COURT
- DE PERE, WI 54115
- PHONE #920–336–9131
- ATTN: PATRICK WETZEL

LEGEND

- ⊗ – 1.315" O.D. x 24" IRON PIPE WEIGHING 1.68 lbs./lineal ft. SET
- – 3/4" ROUND IRON REBAR FOUND
- ● – 1" IRON PIPE FOUND (1.315" O.D.)
- – CERTIFIED LAND CORNER BROWN COUNTY
- S.F. – SQUARE FEET

400 200 0 400

SCALE – FEET

SEE SHEETS 2 THRU 4 FOR ESA DETAILS, LINE TABLE & CURVE TABLE.

BEARINGS ARE REFERENCED TO THE NORTHWESTERLY LINE OF LOTS 66–78 WILLIAM'S GRANT SUBDIVISION WHICH BEARS N38°04'30"E PER THE PUBLISHED WISCONSIN COUNTY COORDINATE SYSTEM FOR BROWN COUNTY.

ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION

McMAHON
ENGINEERS ARCHITECTS
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O.BOX 1025 NEENAH, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4284
www.mcmgrp.com
DRAFTED BY: COREY KALKOFEN, PLS

Attachment: Preliminary CSM (7861 : Recommendation from Plan Commission regarding a Proposed Extraterritorial Four Lot Certified Survey)

CERTIFIED SURVEY MAP NO. _____

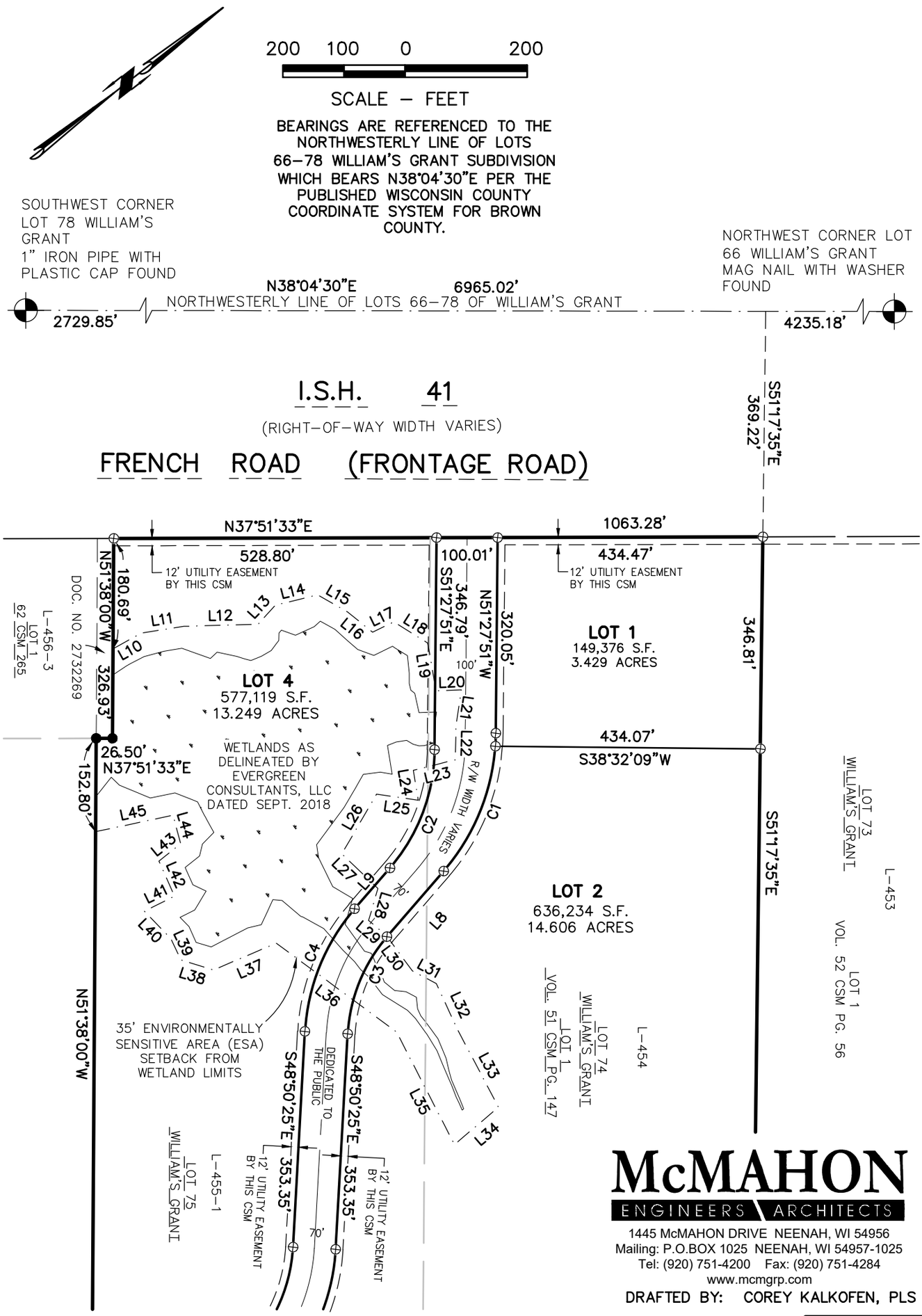
SHEET 2 OF 8

ALL OF LOT 1 OF VOLUME 51 OF CERTIFIED SURVEY MAPS PAGE 147–149 AS MAP No. 7489, AS DOCUMENT No. 2252503 AND A PART OF LOT 75 ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF WILLIAM'S GRANT, LOCATED IN LOTS 74 & 75 ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF WILLIAM'S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

200 100 0 200

SCALE – FEET

BEARINGS ARE REFERENCED TO THE NORTHWESTERLY LINE OF LOTS 66–78 WILLIAM'S GRANT SUBDIVISION WHICH BEARS N38°04'30"E PER THE PUBLISHED WISCONSIN COUNTY COORDINATE SYSTEM FOR BROWN COUNTY.



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Attachment: Preliminary CSM (7861 : Recommendation from Plan Commission regarding a Proposed Extraterritorial Four Lot Certified Survey)

CERTIFIED SURVEY MAP NO. _____

SHEET 3 OF 8

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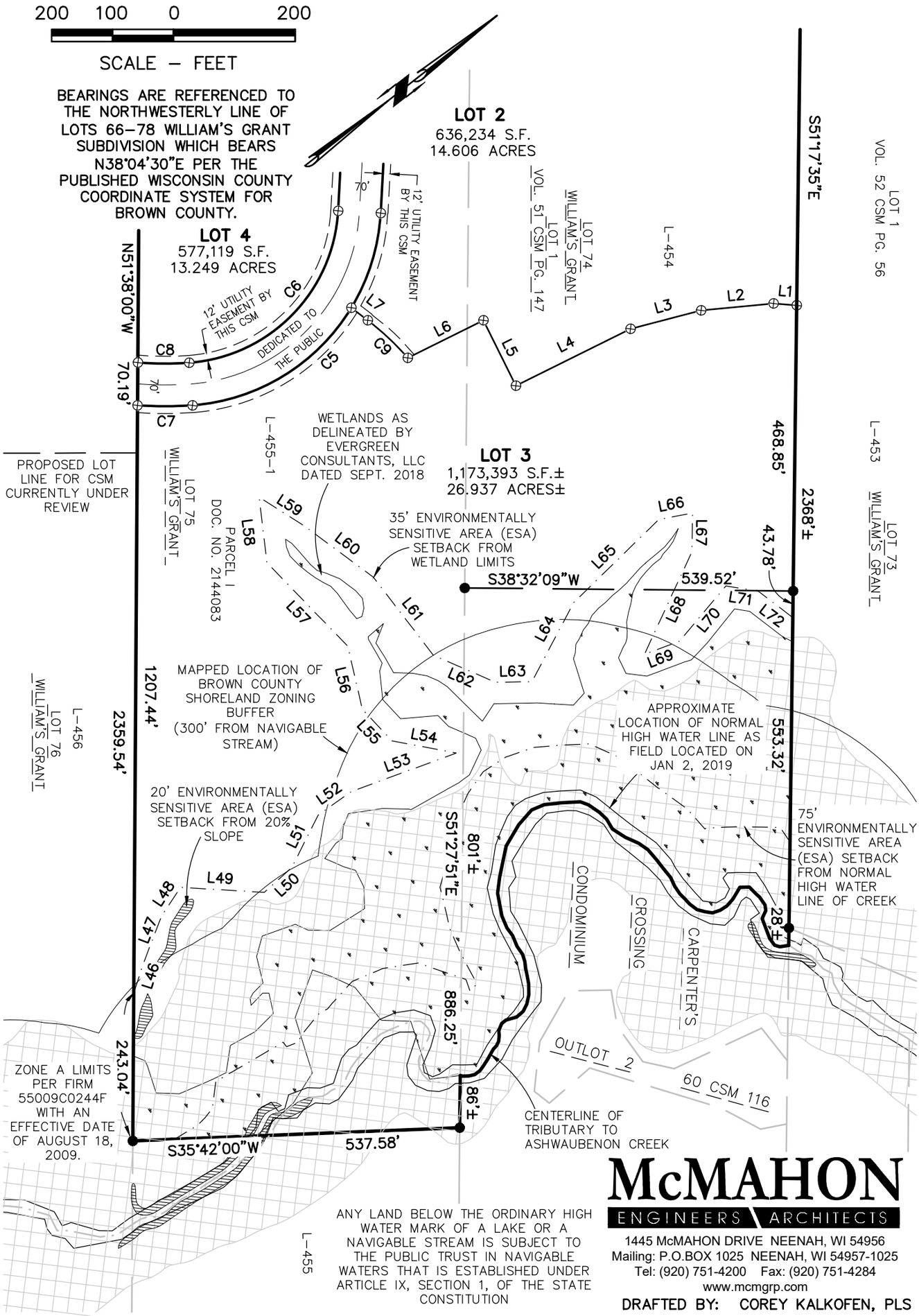

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DRAFTED BY: COREY KALKOFEN, PLS

Attachment: Preliminary CSM (7861 : Recommendation from Plan Commission regarding a Proposed Extraterritorial Four Lot Certified Survey)

CERTIFIED SURVEY MAP NO. _____

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LINE	BEARING	DISTANCE
L1	N42°53'57"E	38.26'
L2	N32°28'21"E	119.58'
L3	S23°21'45"W	119.86'
L4	N11°35'19"E	210.10'
L5	S78°24'41"E	120.00'
L6	N11°35'19"E	138.73'
L7	N75°15'50"E	33.96'
L8	S11°05'06"E	141.94'
L9	N11°05'06"W	88.28'
L10	S08°44'10"W	52.88'
L11	S28°57'05"W	70.78'
L12	S36°25'58"W	121.37'
L13	S09°35'01"E	42.42'
L14	S24°16'56"W	71.05'
L15	S67°36'27"W	56.31'
L16	N76°52'30"E	53.00'
L17	N11°58'30"E	38.49'
L18	S69°54'51"W	65.49'
L19	S62°00'06"E	79.18'
L20	S36°08'46"W	41.43'
L21	N43°36'28"W	59.72'
L22	N50°45'32"W	55.38'
L23	N23°55'34"E	70.96'
L24	S61°33'31"E	49.50'
L25	S46°05'37"W	69.07'
L26	N21°47'28"W	112.83'
L27	S81°51'23"W	81.93'
L28	S35°44'17"E	54.52'
L29	S78°13'16"W	38.24'
L30	S88°18'44"E	71.61'
L31	S66°02'41"W	44.57'
L32	N76°39'32"W	79.98'
L33	N79°48'32"W	146.43'
L34	N02°20'37"W	94.55'
L35	S79°14'39"E	207.33'
L36	N74°26'24"E	244.62'
L37	N14°55'22"E	112.06'
L38	N55°08'10"E	55.78'
L39	S76°49'15"E	38.04'
L40	N84°00'44"E	62.95'
L41	S11°33'00"W	55.21'
L42	S75°59'27"E	62.83'
L43	S00°44'06"E	45.50'
L44	S66°59'04"E	48.34'
L45	N25°56'53"E	129.61'
L46	N33°54'13"W	50.67'
L47	S30°58'29"E	84.41'
L48	S18°18'28"E	55.69'
L49	S41°31'57"W	137.66'
L50	S04°14'31"E	61.52'
L51	S25°18'01"E	95.93'
L52	N02°42'46"E	66.60'
L53	S17°49'29"W	183.86'
L54	N48°37'08"E	107.37'
L55	N84°56'37"E	71.68'
L56	S64°57'47"E	105.57'
L57	N83°56'29"E	191.51'
L58	S58°39'39"E	107.91'
L59	N70°29'48"E	90.27'
L60	S74°37'15"W	139.23'
L61	N89°34'14"W	161.46'
L62	S61°24'08"W	111.43'
L63	S37°00'45"W	59.51'
L64	S24°09'39"E	146.65'
L65	S06°17'20"E	195.58'
L66	S27°10'30"W	56.43'
L67	N51°01'21"W	63.84'
L68	N27°06'41"W	185.38'
L69	S17°24'29"W	62.00'
L70	N12°04'06"W	118.04'
L71	S46°57'07"W	53.80'
L72	N75°32'10"E	71.76'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	246.66'	350.00'	40°22'44"	S31°16'29"E	241.59'
LOT 1	21.64'	350.00'	3°32'34"	S49°41'34"E	21.64'
LOT 2	225.02'	350.00'	36°50'10"	S29°30'12"E	221.16'
C2	211.42'	300.00'	40°22'44"	S31°16'29"E	207.08'
C3	174.62'	265.00'	37°45'18"	S29°57'46"E	171.48'
C4	220.75'	335.00'	37°45'18"	S29°57'46"E	216.78'
C5	482.47'	335.00'	82°31'01"	N07°34'54"W	441.84'
LOT 2	164.34'	335.00'	28°06'25"	S34°47'12"E	162.69'
LOT 3	318.13'	335.00'	54°24'36"	N06°28'19"E	306.31'
C6	381.65'	265.00'	82°31'01"	N07°34'54"W	349.51'
C7	90.35'	600.00'	8°37'42"	N37°59'27"E	90.27'
C8	84.63'	530.00'	9°08'58"	N38°15'06"E	84.54'
C9	90.30'	435.00'	11°53'37"	S81°12'39"W	90.14'

Attachment: Preliminary CSM (7861 : Recommendation from Plan Commission regarding a Proposed Extraterritorial Four Lot Certified Survey)

CERTIFIED SURVEY MAP NO. _____

ALL OF LOT 1 OF VOLUME 51 OF CERTIFIED SURVEY MAPS PAGE 147–149 AS MAP No. 7489, AS DOCUMENT No. 2252503 AND A PART OF LOT 75 ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF WILLIAM'S GRANT, LOCATED IN LOTS 74 & 75 ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF WILLIAM'S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, Douglas E. Woelz, Wisconsin Professional Land Surveyor S–1284, certify that I have surveyed, divided and mapped all of Lot 1 of Volume 51 of Certified Survey Maps Page 147–149 as Map No. 7489, as Document No. 2252503 and a part of Lot 75 according to the recorded plat of the subdivision of William's Grant, located in Lots 74 & 75 according to the recorded plat of the subdivision of William's Grant, Town of Lawrence, Brown County, Wisconsin containing 2,672,280 square feet (61.347 acres) more or less of land and more particularly described as follows:

Commencing at the Southwest corner of said Lot 78; thence N38°04'30"E, 2729.85 feet along the Northwesterly line of Lots 66 thru 78 of said recorded plat of the subdivision of William's Grant to the Northwesterly extension of the Northerly line of said Lot 1 of Volume 51 of Certified Survey Maps Page 147–149 as Map No. 7489, as Document No. 2252503; thence S51°17'35"E, 369.22 feet along said Northwesterly extension to the Northwest corner of said Lot 1, also being the Point of Beginning; thence continuing S51°17'35"E, 1786.50 feet along said Northerly line to the start of a Meander line to a tributary of Ashwaubenon Creek, said Point being N51°17'35"W, 581 feet more or less from said Tributary; thence S38°32'09"W, 539.52 feet along said Meander line to the Southerly line of said Lot 1 and the terminus of said Meander line, said Point being N51°27'51"W, 801 feet more or less from said Tributary; thence S51°27'51"E, 886.25 feet along the Southerly line of Lots 1 & 2 of said Volume 51 of Certified Survey Maps Page 147–149 as Map No. 7489, as Document No. 2252503; thence S35°42'00"W, 537.58 feet to the Southerly line of said Lot 75; thence N51°38'00"W, 2359.54 feet along said Southerly line to the Southeasterly corner of Lands described in Document No. 2732269; thence N37°51'33"E, 26.50 feet along the Southeasterly line of said described Lands to the Northeasterly corner thereof; thence N51°38'00"W, 326.93 feet along the Northeasterly line of said described Lands to the Easterly right–of–way line of French Road (frontage road to I.S.H. "41"; thence N37°31'33"E, 1063.28 feet along said Easterly right–of–way line to the Point of Beginning. Also including all those Lands lying between the above described meander line and the centerline of the tributary to Ashwaubenon Creek and the respective lot lines extended to said centerline.

That I have made this survey by the direction of the Town of Lawrence (Client) and CCLW, LLC, a Wisconsin Limited Liability Company, being the Owner(s) of said land.

I further certify that this map is a correct representation of the exterior boundary lines of the land surveyed and the division of that land, and that I have complied with section 236.34 of the Wisconsin Statues, Town of Lawrence and Brown County Subdivision Ordinance in surveying, dividing and mapping the same.

Given under my hand and seal this _____ day of _____, 20___.

_____

Douglas E. Woelz, WI Professional Land Surveyor S–2327

Attachment: Preliminary CSM (7861 : Recommendation from Plan Commission regarding a Proposed Extraterritorial Four Lot Certified Survey)

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UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by CCLW, LLC, a Wisconsin Limited Liability Company, Grantor(s) to,

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin Corporation, WISCONSIN BELL, INC. doing business as AT&T Wisconsin, a Wisconsin corporation, and TIME WARNER ENTERTAINMENT COMPANY, LP, Grantees,

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

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

NOTES:

A SHORELAND PERMIT FROM THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE IS REQUIRED FOR LOT 3 PRIOR TO CONSTRUCTION, FILL OR GRADING ACTIVITY WITHIN 300 FEET OF A STREAM.

LOTS 2, 3 & 4 INCLUDE WETLAND AREAS THAT MAY REQUIRE PERMITS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, ARMY CORP OF ENGINEERS, BROWN COUNTY PLANNING COMMISSION, OR THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE PRIOR TO ANY DEVELOPMENT ACTIVITY.

THE WDNR SURFACE WATER VIEWER MAP IDENTIFIES WETLAND INDICATOR SOIL TYPES WITHIN THE SUBJECT PROPERTY. DUE TO WETLANDS INDICATOR SOILS, AND/OR WATERWAYS WITHIN THE SUBJECT PROPERTY, COORDINATE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES REGARDING POTENTIAL PROTECTIVE AREAS.

THE PROPERTY OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN THE WISCONSIN CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL TECHNICAL STANDARDS (AVAILABLE FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES) TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE TOWN HAS AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION, OR INSTALLATION–RELATED ACTIVITIES.

ESA RESTRICTIVE COVENANT:

LOTS 2, 3 & 4 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES WETLANDS, ALL LAND WITHIN 35 FEET OF WETLANDS 2 ACRES OR GREATER, FLOODWAY, ALL LAND WITHIN 35 FEET OF THE FLOODWAY OR 75 FEET BEYOND THE ORDINARY HIGH WATER MARK – WHICHEVER IS GREATER, NAVIGABLE WATERWAYS, ALL LAND WITHIN 75 FEET OF THE ORDINARY HIGH WATER MARK OF NAVIGABLE WATERWAYS AND STEEP SLOPES OF 20% OR GREATER ASSOCIATED WITH ANY AFOREMENTIONED WATER OR NATURAL RESOURCE FEATURES AND A 20–FOOT SETBACK FROM TOP AND BOTTOM OF STEEP SLOPES. DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

LOT DRAINAGE RESTRICTIVE COVENANT:

THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE LOT OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.

Attachment: Preliminary CSM (7861 : Recommendation from Plan Commission regarding a Proposed Extraterritorial Four Lot Certified Survey)

CERTIFIED SURVEY MAP NO. _____

ALL OF LOT 1 OF VOLUME 51 OF CERTIFIED SURVEY MAPS PAGE 147–149 AS MAP No. 7489, AS DOCUMENT No. 2252503 AND A PART OF LOT 75 ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF WILLIAM'S GRANT, LOCATED IN LOTS 74 & 75 ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF WILLIAM'S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

CERTIFICATE OF TREASURER

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

_____

County Treasurer Date

Paul D. Zeller

EXTRATERRITORIAL REVIEW

CITY OF DE PERE

Pursuant to the City of De Pere, all requirements for approval have been fulfilled. This Certified Survey Map was approved this _____ day of _____, 20____.

_____ _____

Authorized Signature Date

_____

Printed Name, Title

NOTES:

THIS CSM IS ALL OF PARCEL NO.S L–454 and L–455–1.

THE PROPERTY OWNER OF RECORD IS CCLW, LLC, A WISCONSIN LIMITED LIABILITY COMPANY.

THIS PROPERTY IS CONTAINED WHOLLY WITHIN LANDS DESCRIBED IN DOCUMENT NO. 2144083.

WDNR NOTES:

THE PARCEL HAS MAPPED WETLANDS AND/OR WETLAND INDICATOR SOILS PRESENT. IF THE CURRENT OR FUTURE LANDOWNER HAS PLANS FOR LAND DISTURBANCE, CONSTRUCTION WORK, GRADING/FILLING, ETC., THE FIRST STEP IS FOR THE LANDOWNER TO HIRE A WETLAND PROFESSIONAL TO REVIEW THE AREA FOR THE PRESENCE OF WETLANDS. A PROJECT THAT RESULTS IN FILLING OF WETLANDS (THROUGH LAND DISTURBING ACTIVITIES) WILL NEED TO COMPLY WITH WETLAND REGULATIONS. FOR MORE INFORMATION ON WETLANDS, PLEASE VISIT HTTP://DNR.WI.GOV/TOPIC/WATERWAYS/CONSTRUCTION/WETLANDS.HTML.

A PUBLIC (NAVIGABLE) WATERWAY MAY EXIST ON THE PROPERTY. PERMITS MAY BE REQUIRED FOR PROPOSED PROJECTS IN/AROUND A PUBLIC WATERWAY. FOR MORE INFORMATION ON WATERWAY ACTIVITIES, PLEASE VISIT THE DEPARTMENT'S HOMEPAGE ON WETLAND/WATERWAY ACTIVITIES AT HTTP://DNR.WI.GOV/TOPIC/WATERWAYS/.

FOR PLANNED LAND DISTURBANCES OVER 1 ACRE, PLEASE VISIT HTTP://DNR.WI.GOV/TOPIC/STORMWATER/ TO LEARN IF YOU NEED A STORM WATER CONSTRUCTION SITE PERMIT.

FOR FEDERAL WETLAND REGULATIONS, PLEASE CONTACT THE ARMY CORPS OF ENGINEERS AT 920–448–2824 TO LEARN IF A FEDERAL WETLAND APPROVAL IS REQUIRED FOR SITE DEVELOPMENT.

Attachment: Preliminary CSM (7861 : Recommendation from Plan Commission regarding a Proposed Extraterritorial Four Lot Certified Survey)

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OWNER CERTIFICATE(S)

CCLW, LLC, a Wisconsin Limited Liability Company, as Owner(s), I/We hereby certify that I/we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. I/We also certify that this Certified Survey Map is required to be submitted to the following for approval.

Town of Lawrence
City of De Pere–extraterritorial
Brown County

Dated this _____ day of _____, 20___.

_____
Authorized Signature & Title
CCLW, LLC

_____
Authorized Signature & Title
CCLW, LLC

_____
Printed Name & Title

_____
Printed Name & Title

State of Wisconsin)
)ss
_____ County)

Personally appeared before me on the _____ day of _____, 20__, the above named persons to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

_____
Notary Public

_____ County, _____

My commission expires _____

TOWN OF LAWRENCE APPROVAL

Approved by the Town Board of the Town of Lawrence on this _____ day of _____, 20___.

_____ _____
Dr. Lanny J. Tibaldo, Town Chairperson Date

_____ _____
Cindy Kocken, Town Clerk Date

BROWN COUNTY PLANNING COMMISSION APPROVAL

Approved by the Brown County Planning Commission this _____ day of _____, 20___.

_____
Dan Teaters, Senior Planner, Brown County Planning Commission

Attachment: Preliminary CSM (7861 : Recommendation from Plan Commission regarding a Proposed Extraterritorial Four Lot Certified Survey)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**February 5, 2019**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**Recommendation from Plan Commission regarding a Proposed Extraterritorial One Lot Certified Survey Map at 2700 BLK Lawrence Drive in the Town of Lawrence (Part of Parcels L-474 & L-475). Submitted by Doug Woelz, PLS, McMahon Associates, authorized representative for Town of Lawrence, property owner.**

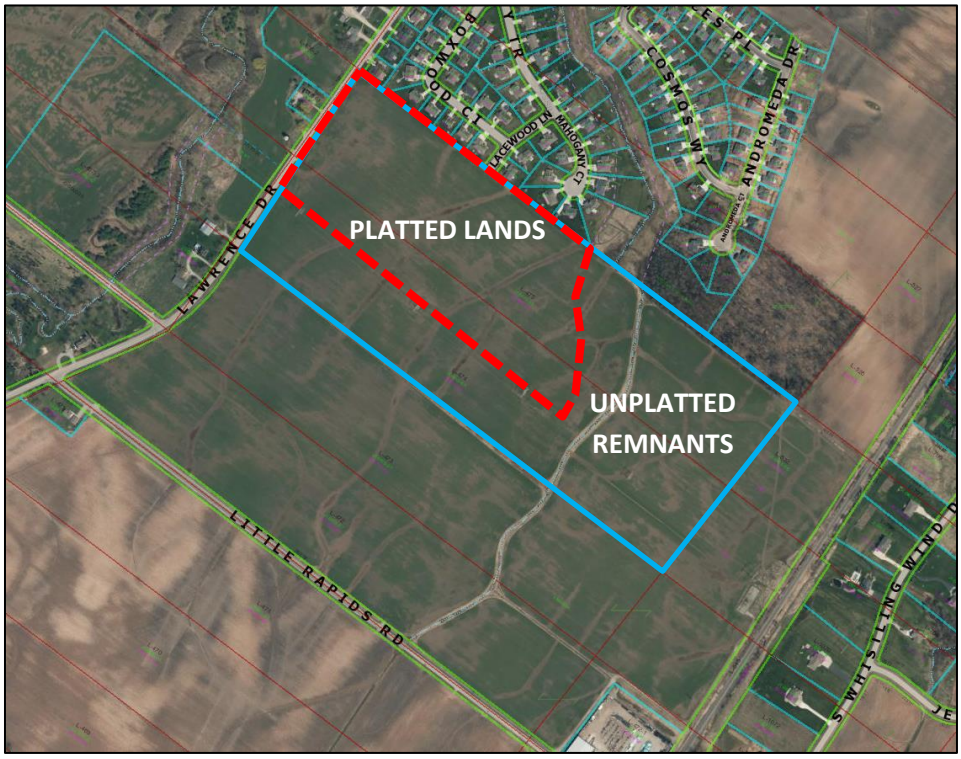
The Plan Commission recommendation will be shared during the Common Council meeting; the typical January 28, 2019 Plan Commission meeting was rescheduled to take place on the evening of February 5, 2019 due to weather.

ATTACHMENTS:

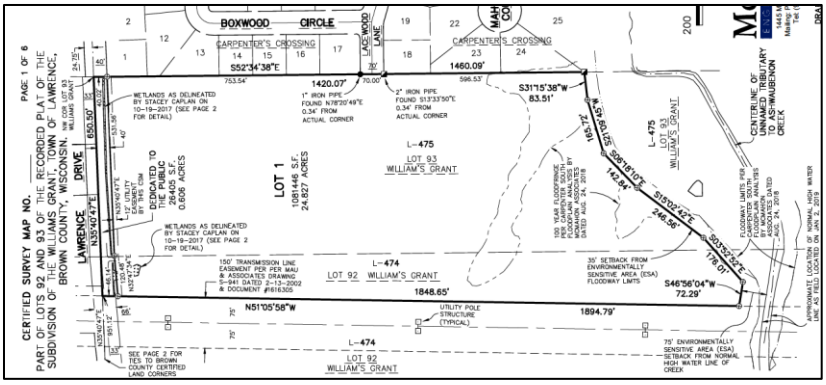
- CSM - Lawrence Land - Plan Commission Report (DOCX)
- Application Form (PDF)
- Preliminary CSM (PDF)

ITEM 6: **Recommendation regarding a Proposed Extraterritorial One Lot Certified Survey Map at 2700 BLK Lawrence Drive in the Town of Lawrence (Part of Parcels L-474 & L-475). Submitted by Doug Woelz, PLS, McMahon Associates, authorized representative for Town of Lawrence, property owner.***

SITE MAP



PROPOSED CERTIFIED SURVEY MAP AREA



REQUESTED ACTION: Extraterritorial Certified Survey Map Review

COMMON DESCRIPTION: 2700 BLK Lawrence Drive, located between Mahogany Trail and Little Rapids Road in the Town of Lawrence.

PARCEL NUMBER(S): Part of Parcels L-474 & L-475

Attachment: CSM - Lawrence Land - Plan Commission Report (7860 : Recommendation from Plan Commission regarding a Proposed

EXISTING ZONING: Agricultural-Farmland Preservation District (AG-FP) or Town of Lawrence (formerly Exclusive Agriculture District). Proposed for residential development.

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

COMPREHENSIVE PLAN: Residential for Town of Lawrence.

APPLICANT/OWNER NAME:

Doug Woelz, PLS,	Town of Lawrence
McMahon Associates	Property owner
Authorized representative	2400 Shady Court
1445 McMahon Drive	De Pere, WI 54115
Neenah, WI 54956	

SITE HISTORY: After a review of air photographs, the site has remained vacant for agricultural use since 1938.

In January 2019, both a CSM and a preliminary plat were submitted to the City for review for the same subject area. The intent of the CSM is to divide a portion of the Town owned land, which is necessary to create the boundary for the residential plat development. Plan Commission will review both the CSM and the plat in sequential order on January 28, 2019.

The land division is within the Sewer Service Area for the Town of Lawrence. There are known environmentally sensitive areas on the property, which will be addressed by Brown County Planning Commission. The CSM does not create any new lots.

STAFF REVIEW: When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns.

- The proposed CSM does not create any new land division. Rather, an area of platted land is broken off from two unplatted remnant parcels. The unplatted remnants are outlined in blue on the Site Map for this report
- The lot exceeds the minimum lot size of 10,000 square feet and the lot exceeds the minimum street frontage of 85 feet, in anticipation of future residential development
- There is one issue that must be addressed for the CSM:
    - The City of De Pere Certificate should be modified to reference the date the Clerk/Treasurer signs the document AND the date the City of De Pere approved the document

The Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The

Attachment: CSM - Lawrence Land - Plan Commission Report (7860 : Recommendation from Plan Commission regarding a Proposed

proposed land division provides opportunities for infill development and does not impact the Comprehensive Plan negatively. The proposed lot sizes, street frontages, and setbacks meet acceptable City requirements.

REVIEW PROCESS: For extraterritorial certified survey map petitions the Plan Commission provides either an approval, rejection with reason, or approval with conditions decision. The Common Council also reviews and provides a final decision of approval or rejection. Common Council is expected to take action on February 5, 2019.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the certified survey map, subject to:

1. Meeting all other state and local regulations, including Brown County Planning Commission.
2. The City of De Pere Certificate should be modified to reference the date the Clerk/Treasurer signs the document AND the date the City of De Pere approved the document.

Attachment: CSM - Lawrence Land - Plan Commission Report (7860 : Recommendation from Plan Commission regarding a Proposed

CITY OF DE PERE RECEIVED JAN 8 2019 PLANNING DEPT.

	CITY OF DE PERE **APPLICATION FOR CSM REVIEW**	**Fee:** $ 368.00 **Receipt #:** 138797 **Date:** 1-08-18

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) McMahon Associates	Authorized Representative Doug Woelz	Title Land Surveyor	
Mailing Address 1445 McMahon Drive	City Neenah	State Wisconsin	ZIP Code 54956
Email Address Dwoelz@mcmgrp.com	Phone Number (incl. area code) 920-751-4200	Fax Number (incl. area code) 920-751-4284	

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

Name (Ind. Org. or Entity) Town of Lawrence	Contact Person Patrick Wetzel	Title Administrator	
Mailing Address 2400 Shady Court	City De Pere	State Wisconsin	ZIP Code 54115
Email Address PatrickW@townoflawrence.org	Phone Number (incl. area code) 920-347-3710	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description Part of Lots 92 & 93 Plat of the Sub of Williams Grant Town of Lawrence	Parcel No. Part of L-474 & L-475

SECTION 4: CSM Information

Existing Zoning:	
Present Use of Parcel:	Farmland
Proposed Use of Lots:	Residential

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

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print) Douglas E. Woelz	Title Land Surveyor	Phone Number 920-751-4200
Signature of Applicant Douglas E. Woelz		Date Signed 1-4-2019

TO BE COMPLETED BY CITY STAFF

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

McMAHON
ENGINEERS ARCHITECTS

TRANSMITTAL

DATE: January 4, 2019

TO: Town of Lawrence
2400 Shady Court
De Pere, Wisconsin 54115
Attn: Patrick Wetzel

SUBJECT: Town of Lawrence
Certified Survey Map for land swap
with CCLW, LLC

MCM NO. L0017 9-18-00563.08

E-MAIL:

SENT VIA: ☒ E-mail ☒ CDS ☐ UPS / FedEx ☐ Other

PHONE:

FROM: Doug Woelz/McMahon Associates

E-MAIL: Dwoelz@mcmgrp.com

WE ARE SENDING YOU THE FOLLOWING:

QUANTITY:	DATE:	TITLE/DESCRIPTION:
3	1-4-19	Certified Survey Map
1	1-4-19	Planning & Zoning / Site Review Application
1	1-4-19	City of De Pere Application for CSM Review
1	1-4-19	$368.00 Check – Review Fee
1	1-4-19	BROWN COUNTY PLANNING COMMISSION REVIEW APPLICATION
1	1-4-19	$650.00 Check – Review Fee

REMARKS:

Please place the enclosed Certified Survey Map on your agenda for review and notify our office as to your review schedules. I will plan to attend any meetings necessary to answer any questions. Originals of the CSM will be provided for signatures and recording after all review comments have been obtained.

Copy to: Brown County Planning

THANK YOU,

SIGNED: Douglas E. Woelz

COPY TO: City of De Pere – Community Development
335 S. Broadway
De Pere, Wisconsin 54115

If Enclosures Are Not As Noted, Kindly Notify Us At Once

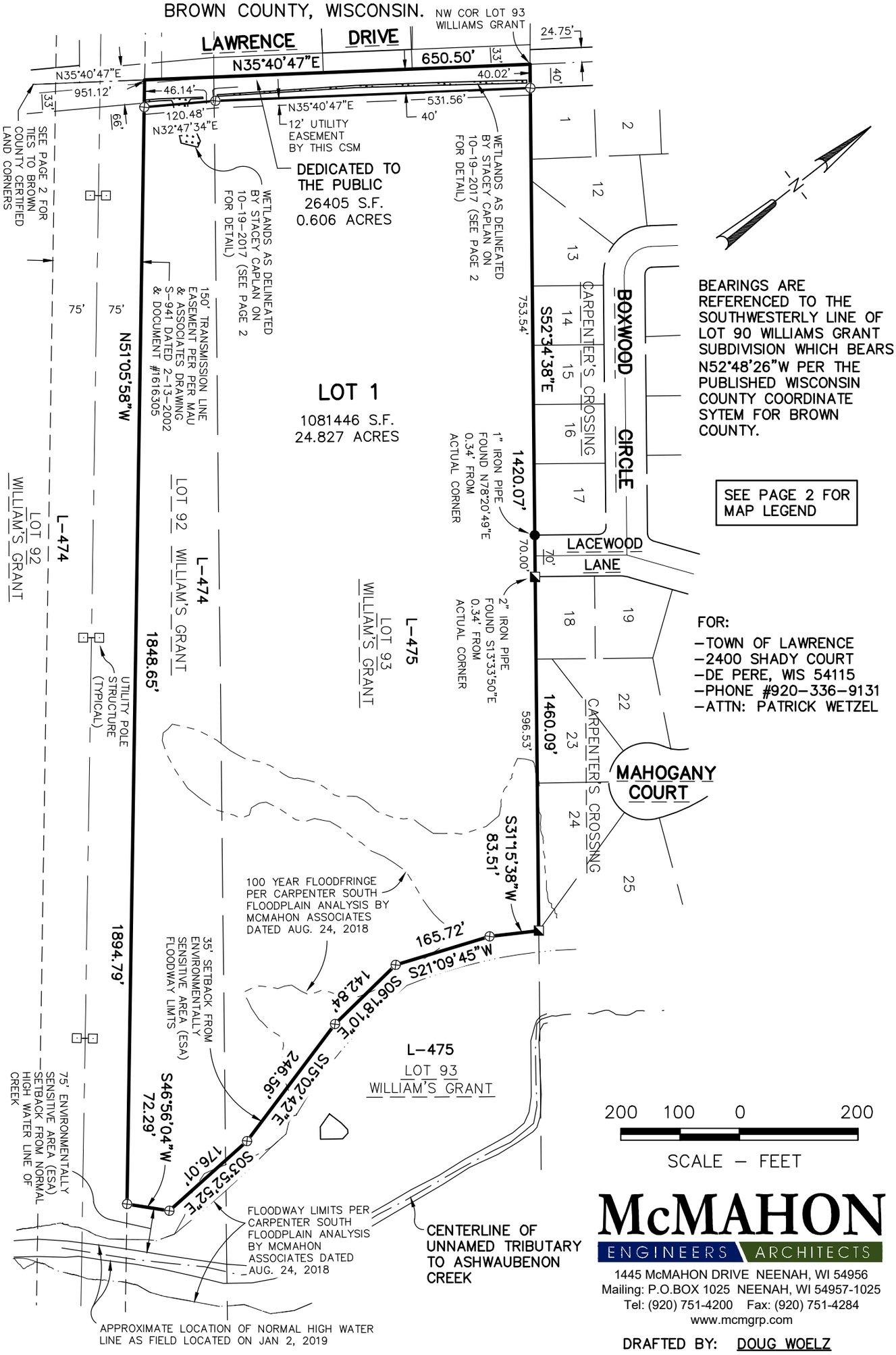
McMAHON ASSOCIATES, INC. | 1445 McMAHON DRIVE NEENAH, WI 54956 Mailing P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FAX 920.751.4284 MCM@MCMGRP.COM WWW.MCMGRP.COM

THE McMAHON Way VALUES • CULTURE RELATIONSHIPS • FOR OVER

Attachment: Application Form (7860 : Recommendation from Plan Commission regarding a Proposed Extraterritorial One Lot Certified Survey

CERTIFIED SURVEY MAP NO. _____

PART OF LOTS 92 AND 93 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAMS GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.



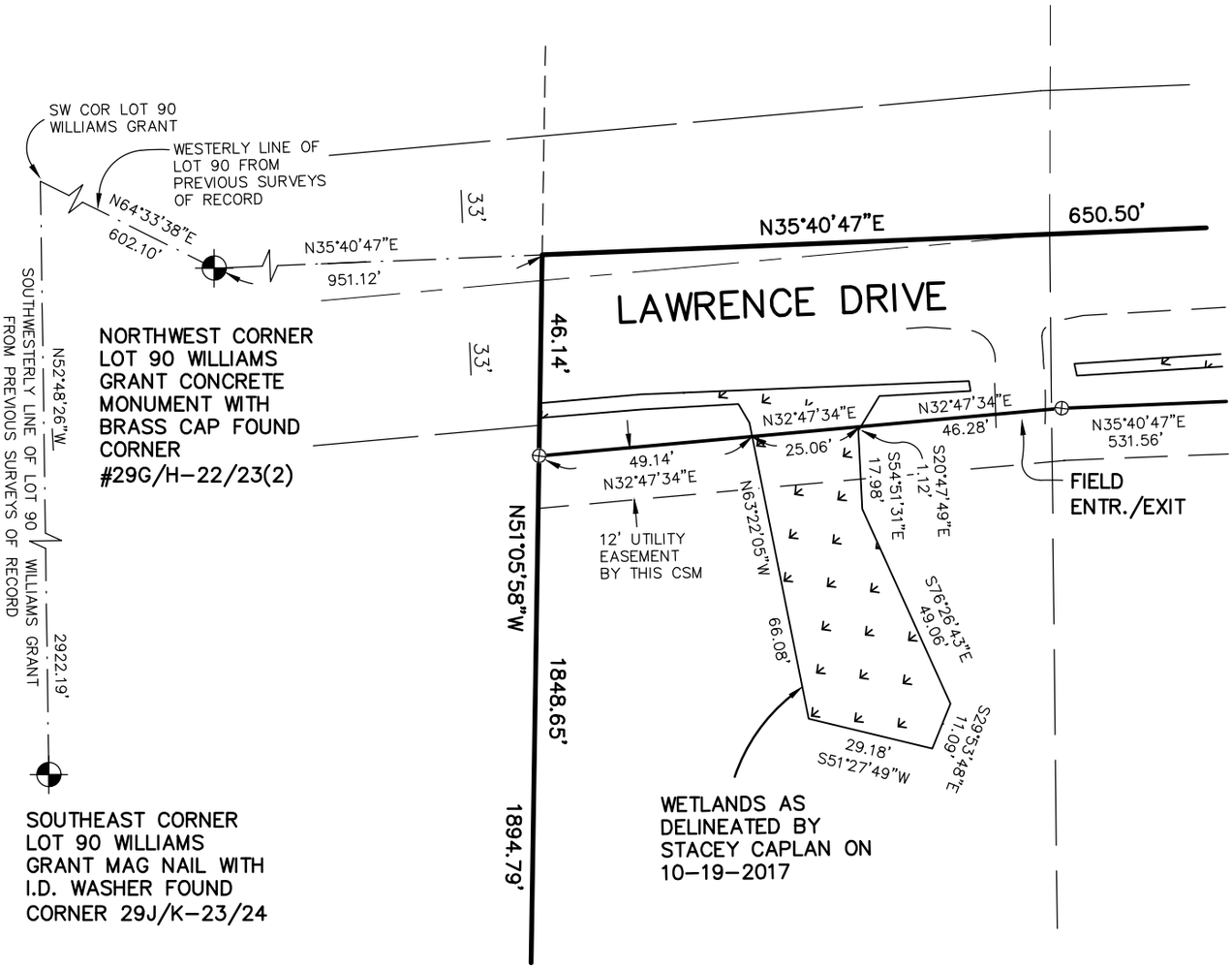
McMAHON
ENGINEERS ARCHITECTS
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O.BOX 1025 NEENAH, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4284
www.mcmgrp.com

DRAFTED BY: DOUG WOELZ

Attachment: Preliminary CSM (7860 : Recommendation from Plan Commission regarding a Proposed Extraterritorial One Lot Certified Survey M)

CERTIFIED SURVEY MAP NO. _____ PAGE 2 OF 6

PART OF LOTS 92 AND 93 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAMS GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.



DETAIL
NOT TO SCALE

LEGEND

- ⊗ – 1.315" O.D. X 24" IRON PIPE WEIGHING 1.68 lbs./lineal ft. SET
- ● – 1" IRON PIPE FOUND (1.315" O.D.)
- ◪ – 2" IRON PIPE FOUND (2.375" O.D.)
- ⊕ – CERTIFIED LAND CORNER BROWN COUNTY
- ( ) – RECORDED BEARING AND/OR DISTANCE
- S.F. – SQUARE FEET

McMAHON
ENGINEERS ARCHITECTS
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O.BOX 1025 NEENAH, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4284
www.mcmgrp.com

DRAFTED BY: DOUG WOELZ

dwoelz, W:\PROJECTS\L0017\91800563\CADD\Civil3D\Survey Documents\CSM\LAWRENCE CARPENTER SOUTH 1 LOT CSM.dwg, model, Plot Date: 1/4/2019 2:45 PM, xrefs: (land swap csm comps dew, lawrencetifwetlandboundary, milk source lawrence cc, x-proposed isa site, x-mach iv topo points)

Attachment: Preliminary CSM (7860 : Recommendation from Plan Commission regarding a Proposed Extraterritorial One Lot Certified Survey M)

CERTIFIED SURVEY MAP NO. _____

PART OF LOTS 92 AND 93 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAMS GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Douglas E. Woelz, Wisconsin Professional Land Surveyor S–2327, certify that I have surveyed, divided and mapped part of Lots 92 and 93, Plat of the Subdivision of the Williams Grant, Town of Lawrence, Brown County, Wisconsin containing 1107851 square feet (25.433 acres) of land and described as follows:

Commencing at the Southeast Corner of Lot 90 of said Williams Grant; Thence N52°48'26"W, 2922.19 feet along the Southwesterly line of said Lot 90 to the Southwest corner thereof; Thence N64°33'38"E, 602.10 feet along the Westerly line of said Lot 90 to the Northwest corner thereof; Thence N35°40'47"E, 951.12 feet along the Westerly line of Lots, 91 and 92 of Williams Grant to the Northerly line of a Transmission Line Easement per Document No. 1616305 located by Mau & Associates on Drawing No. S–941 dated 2–13–2002 and the Point of Beginning; Thence continuing N35°40'47"E, 650.50 feet along the Westerly line of Lots 92 and 93 of said Williams Grant to the Northwest corner of said Lot 93; Thence S52°34'38"E, 1460.09 fet along the Northerly line of said Lot 93; Thence S31°15'38"W, 83.51 feet; Thence S21°09'45"W, 165.72 feet; Thence S06°18'10"E, 142.84 feet; Thence S15°02'42"E, 246.56 feet; Thence S03°52'52"E, 176.01 feet; Thence S46°56'04"W, 72.29 feet to the Northerly line of said Transmission Line Easement per Document No. 1616305 and as located by Mau& Associateson 02–13–2002; Thence N51°05'58"W, 1894.79 feet along said Northerly line to the Point of Beginning.

That I have made this survey by the direction of the Town of Lawrence, being the owners of said land.

I further certify that this map is a correct representation of the exterior boundary lines of the land surveyed and the division of that land, and that I have complied with section 236.34 of the Wisconsin Statues, Town of Lawrence and Brown County Subdivision Ordinance in surveying, dividing and mapping the same.

Given under my hand and seal this _____ day of _____, 20___.

_____

Douglas E. Woelz, WI Professional Land Surveyor S–2327

CERTIFICATE OF TREASURER

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

_____

County Treasurer Date
Paul D. Zeller

EXTRATERRITORIAL REVIEW
CITY OF DE PERE

Pursuant to the City of De Pere, all requirements for approval have been fulfilled. This Certified Survey Map was approved this _____ day of _____, 20___.

_____ _____

Authorized Signature Date

_____

Printed Name, Title

Attachment: Preliminary CSM (7860 : Recommendation from Plan Commission regarding a Proposed Extraterritorial One Lot Certified Survey M)

CERTIFIED SURVEY MAP NO. _____

PART OF LOTS 92 AND 93 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAMS GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

OWNER CERTIFICATE

Town of Lawrence, as Owners, We hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mappe and dedicated together with the granting of a 12 foot utility easement as represented on this Certified Survey Map. We also certify that this Certified Survey Map is required to be submitted to the following for approval.

Town of Lawrence
City of De Pere
Brown County

Dated this _____ day of _____, 20___.

_____ _____

Patrick Wetzel, Town Administrator

Cindy Kocken Town Clerk

State of Wisconsin)
)ss
_____ County)

Personally appeared before me on the _____ day of _____, 20__, the above named persons to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

_____
Notary Public

_____ _____ County, _____

My commission expires _____

TOWN OF LAWRENCE APPROVAL

Approved by the Town Board of the Town of Lawrence on this _____ day of _____, 20___.

_____ _____

Dr. Lanny J. Tibaldo, Town Chairperson Date

_____ _____

Cindy Kocken, Town Clerk Date

BROWN COUNTY PLANNING COMMISSION APPROVAL

Approved by the Brown County Planning Commission this _____ day of _____, 20___.

_____

Dan Teaters, Senior Planner, Brown County Planning Commission

Attachment: Preliminary CSM (7860 : Recommendation from Plan Commission regarding a Proposed Extraterritorial One Lot Certified Survey M)

CERTIFIED SURVEY MAP NO. _____

PART OF LOTS 92 AND 93 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAMS GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

NOTES

THIS CSM IS PART OF TAX PARCEL NO.S, L-474 and L-475.

THE PROPERTY OWNER OF RECORD IS: TOWN OF LAWRENCE

THIS PROPERTY IS CONTAINED WHOLLY WITHIN LANDS DESCRIBED IN DOCUMENT NO. 2809353.

THE PROPERTY OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN THE WISCONSIN CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL TECHNICAL STANDARDS (AVAILABLE FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES) TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE TOWN HAS AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION, OR INSTALLATION-RELATED ACTIVITIES."

FOR PLANNED LAND DISTURBANCES OVER 1 ACRE, PLEASE VISIT HTTP://DNR.WI.GOV/TOPIC/STORMWATER/ TO LEARN IF YOU NEED A STORM WATER CONSTRUCTION SITE PERMIT.

FOR FEDERAL WETLAND REGULATIONS, PLEASE CONTACT THE ARMY CORPS OF ENGINEERS AT 920-448-2824 TO LEARN IF A FEDERAL WETLAND APPROVAL IS REQUIRED FOR SITE DEVELOPMENT.

A SHORELAND PERMIT FROM BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE IS REQUIRED FOR LOTS 1 & 2 PRIOR TO CONSTRUCTION, FILL, EXCAVATION, OR GRADING ACTIVITY WITHIN 300 FEET OF A STREAM.

THE LOCATION OF THE APPROXIMATE ORDINARY HIGH WATER MARK SHALL BE THE POINT ON THE BANK OF THE NAVIGABLE STREAM UP TO WHICH THE PRESENCE AND ACTION OF SURFACE WATER IS SO CONTINUOUS AS TO LEAVE A DISTINCTIVE MARK BY EROSION, DESTRUCTION OF TERRESTRIAL VEGETATION, OR OTHER RECOGNIZED CHARACTERISTICS.

LOT 1 INCLUDES A WETLAND AREA THAT MAY REQUIRE PERMITS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, ARMY CORP OF ENGINEERS, BROWN COUNTY PLANNING COMMISSION, OR THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE PRIOR TO ANY DEVELOPMENT ACTIVITY.

A PUBLIC (NAVIGABLE) WATERWAY IS ON AND/OR WITHIN 500 FT OF THE PROPERTY. PERMITS MAY BE REQUIRED FOR PROPOSED PROJECTS IN/AROUND A PUBLIC WATERWAY. FOR MORE INFORMATION ON WATERWAY ACTIVITIES, PLEASE VISIT THE DEPARTMENT'S HOMEPAGE ON WETLAND/WATERWAY ACTIVITIES AT HTTP://DNR.WI.GOV/TOPIC/WATERWAYS/.

ESA RESTRICTIVE COVENANT:

LOT 1 CONTAINS AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES WETLANDS, ALL LAND WITHIN 35 FEET OF WETLANDS 2 ACRES OR GREATER, NAVIGABLE WATERWAYS, ALL LAND WITHIN 75 FEET OF THE ORDINARY HIGH WATER MARK OF NAVIGABLE WATERWAYS, AND STEEP SLOPES OF 20% OR GREATER ASSOCIATED WITH ANY AFOREMENTIONED WATER OR NATURAL RESOURCE FEATURES AND A 20-FOOT SETBACK FROM TOP AND BOTTOM OF STEEP SLOPES. DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

PER US ARMY REGULATORY GUIDANCE LETTER NO. 05-02, DATED JUNE 14, 2005: ALL APPROVED WETLAND DETERMINATIONS COMPLETED AND/OR VERIFIED BY THE US ARMY CORPS OF ENGINEERS MUST BE IN WRITING AND WILL REMAIN VALID FOR A PERIOD OF FIVE YEARS, UNLESS NEW INFORMATION WARRANTS REVISION OF THE DETERMINATION BEFORE THE EXPIRATION DATE, OR A DISTRICT ENGINEER IDENTIFIES SPECIFIC GEOGRAPHIC AREAS WITH RAPIDLY CHANGING ENVIRONMENTAL CONDITIONS THAT MERIT RE-VERIFICATION ON A MORE FREQUENT BASIS.

Attachment: Preliminary CSM (7860 : Recommendation from Plan Commission regarding a Proposed Extraterritorial One Lot Certified Survey M)

CERTIFIED SURVEY MAP NO. _____

PART OF LOTS 92 AND 93 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAMS GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by CCLW, LLC, a Wisconsin Limited Liability Company, Grantor(s) to,

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin Corporation, WISCONSIN BELL, INC. doing business as AT&T Wisconsin, a Wisconsin corporation, and TIME WARNER ENTERTAINMENT COMPANY, LP, Grantees,

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

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

Attachment: Preliminary CSM (7860 : Recommendation from Plan Commission regarding a Proposed Extraterritorial One Lot Certified Survey M)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**February 5, 2019**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**Recommendation from Plan Commission regarding a Proposed Extraterritorial 39 Lot and 1 Outlot preliminary plat of Carpenter's Crossing South at 2700 BLK Lawrence Drive in the Town of Lawrence (Part of Parcels L-474 & L-475). Submitted by Joel Ehrfurth, Mach IV, authorized representative for Town of Lawrence, property owner.**

The Plan Commission recommendation will be shared during the Common Council meeting; the typical January 28, 2019 Plan Commission meeting was rescheduled to take place on the evening of February 5, 2019 due to weather.

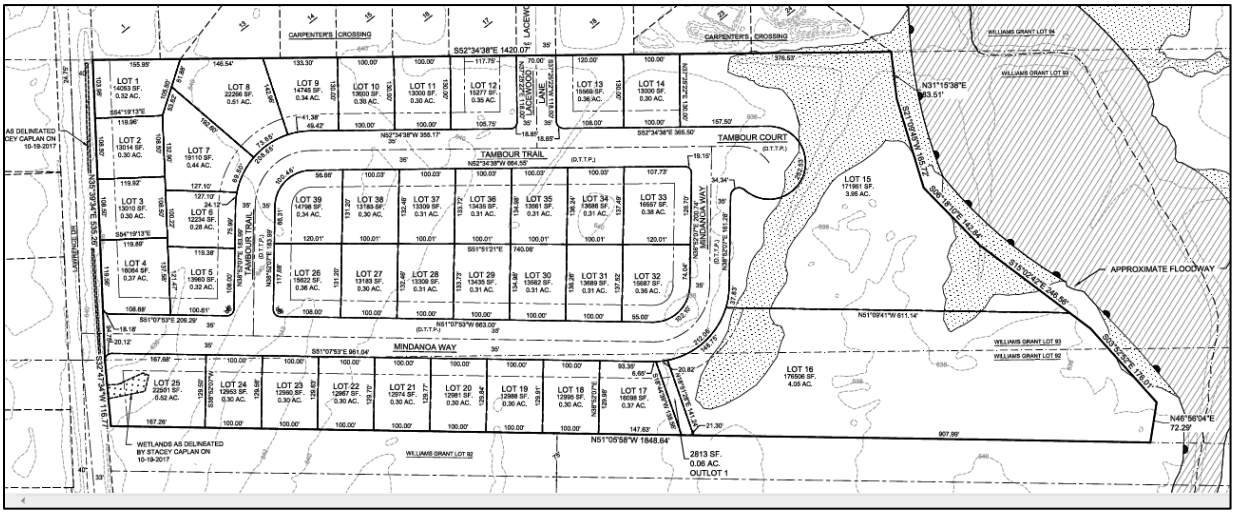
ATTACHMENTS:

- Ex PrePlat - Carpenter's Crossing South - Plan Commission Report (DOCX)
- Application Form (PDF)
- Preliminary Plat (PDF)

ITEM 7: **Recommendation regarding a Proposed Extraterritorial 39 Lot and 1 Outlot preliminary plat of Carpenter's Crossing South at 2700 BLK Lawrence Drive in the Town of Lawrence (Part of Parcels L-474 & L-475). Submitted by Joel Ehrfurth, Mach IV, authorized representative for Town of Lawrence, property owner.***

SITE MAP

PROPOSED PRELIMINARY PLAT AREA



Attachment: Ex PrePlat - Carpenter's Crossing South - Plan Commission Report (7859 : Recommendation from Plan Commission regarding a

REQUESTED ACTION: Extraterritorial Preliminary Plat Approval.

COMMON DESCRIPTION: 2700 BLK Lawrence Drive, located between Mahogany Trail and Little Rapids Road in the Town of Lawrence.

PARCEL NUMBER(S): Part of Parcels L-474 & L-475

EXISTING ZONING: Agricultural-Farmland Preservation District (AG-FP) for Town of Lawrence (formerly Exclusive Agriculture District). Proposed for residential development.

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

COMPREHENSIVE PLAN: Residential for Town of Lawrence.

APPLICANT/OWNER NAME:

Joel Ehrfurth
Mach IV
Authorized representative
2260 Salscheider Ct
Green Bay, WI 54313

Town of Lawrence
Property Owner
2400 Shady Ct
De Pere, WI 54115

SITE HISTORY: After a review of air photographs, the site has remained vacant for agricultural use since 1938.

In January 2019, both a CSM and a preliminary plat were submitted to the City for review for the same subject area. The intent of the CSM is to divide a portion of the Town owned land, which is necessary to create the boundary for the residential plat development. Plan Commission will review both the CSM and the plat in sequential order on January 28, 2019.

The land division is within the Sewer Service Area for the Town of Lawrence. There are known environmentally sensitive areas on the property, which will be addressed by Brown County Planning Commission. The CSM does not create any new lots.

STAFF REVIEW: When reviewing a preliminary plat, staff considers State Statutes 236 Sections 46-3 through 46-7 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns.

- An area of platted land is broken off from the two unplatted remnant parcels. The unplatted remnants are outlined in blue on the Site Map for this report
- The property has one outlot that is proposed to become part of a public park/trail system.
- The 39 lots are intended for single family residential development

Attachment: Ex PrePlat - Carpenter's Crossing South - Plan Commission Report (7859 : Recommendation from Plan Commission regarding a

- The street pattern provides a connection to Lawrence Drive and to the existing residential area to the north via Lacewood Lane
- The lots exceed the City Municipal Code minimum requirements for a lot size of 8,000 square feet and street frontage of 75 feet, in anticipation of future residential development
- There is one issue that must be addressed for the CSM:
    - The City of De Pere Certificate should be modified to reference the date the Clerk/Treasurer signs the document AND the date the City of De Pere approved the document

In summary, the preliminary extraterritorial plat meets the criteria of State Statutes 236 and Sections 46-3 through 46-7 of the De Pere Platting and Division of Land Code. The proposed land division does not impact the Comprehensive Plan negatively. The proposed lot size, street frontage, and setbacks meet acceptable City requirements.

REVIEW PROCESS: For extraterritorial preliminary plat petitions, the Plan Commission provides either an approval, rejection with reason, or approval with conditions decision. The Common Council also reviews preliminary extraterritorial plats. The Common Council is expected to review the City plat on February 5, 2019.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the preliminary extraterritorial plat and forwarding the plat to the Common Council for preliminary approval, subject to:

1. Meeting all other state and local regulations, including the Town of Lawrence, City of De Pere, and Brown County Planning Commission.
2. The City of De Pere Certificate should be modified to reference the date the Clerk/Treasurer signs the document AND the date the City of De Pere approved the document.

Attachment: Ex PrePlat - Carpenter's Crossing South - Plan Commission Report (7859 : Recommendation from Plan Commission regarding a

CITY OF DE PERE

APPLICATION FOR PLAT REVIEW

CITY OF DE PERE RECEIVED JAN 11 2019 PLANNING DEPT.

Fee: $ 2930.

Receipt #: 00138910

Date: 11 Jan 2019

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Mach IV Engineering & Sur	Authorized Representative Joel Ehrfurth	Title Principal Engineer	
Mailing Address 2260 Salsche	City Green Bay	State WI	ZIP Code 54313
Email Address jehrfurth@mac	Phone Number (incl. area code) 920 569-5765	Fax Number (incl. area code) 920 569-5767	

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

Name (Ind. Org. or Entity) CCLS, LLC	Contact Person Pat Kaster	Title Owner	
Mailing Address 2170 Velp Av	City Green Bay	State WI	ZIP Code 54303
Email Address patkaster@rive	Phone Number (incl. area code) 920 497-5090	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description Carpenter's Crossing South	Parcel No. L-474 & L-475

SECTION 4: Plat Review

Review Type:	☑ Preliminary Plat ☐ Final Plat	
Fee:	Preliminary Plat Fee: $278 + (39 # of lots x $68) Final Plat Fee: $195	$2,930.00
Present Use of Parcel:	Agriculture	
Proposed Use of Lots:	Residential	

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

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print) Joel Ehrfurth	Title Engineer	Phone Number 920 569-5765
Signature of Applicant		Date Signed January 14, 2019

TO BE COMPLETED BY CITY STAFF

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

Attachment: Application Form (7859 : Recommendation from Plan Commission regarding a Proposed Extraterritorial 39 Lot and 1 Outlot

- A PRELIMINARY PLAT OF-

CARPENTER'S CROSSING SOUTH

PART OF LOT 92 AND 93 OF WILLIAMS GRANT SUBDIVISION, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

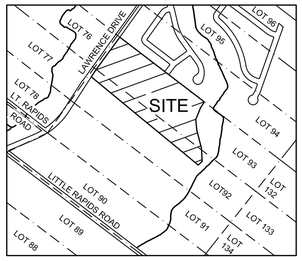
APPROVING / OBJECTING AGENCIES:
TOWN OF LAWRENCE
CITY OF DEPERE
BROWN COUNTY PLANNING COMMISSION
DEPARTMENT OF ADMINISTRATION

DEVELOPER:

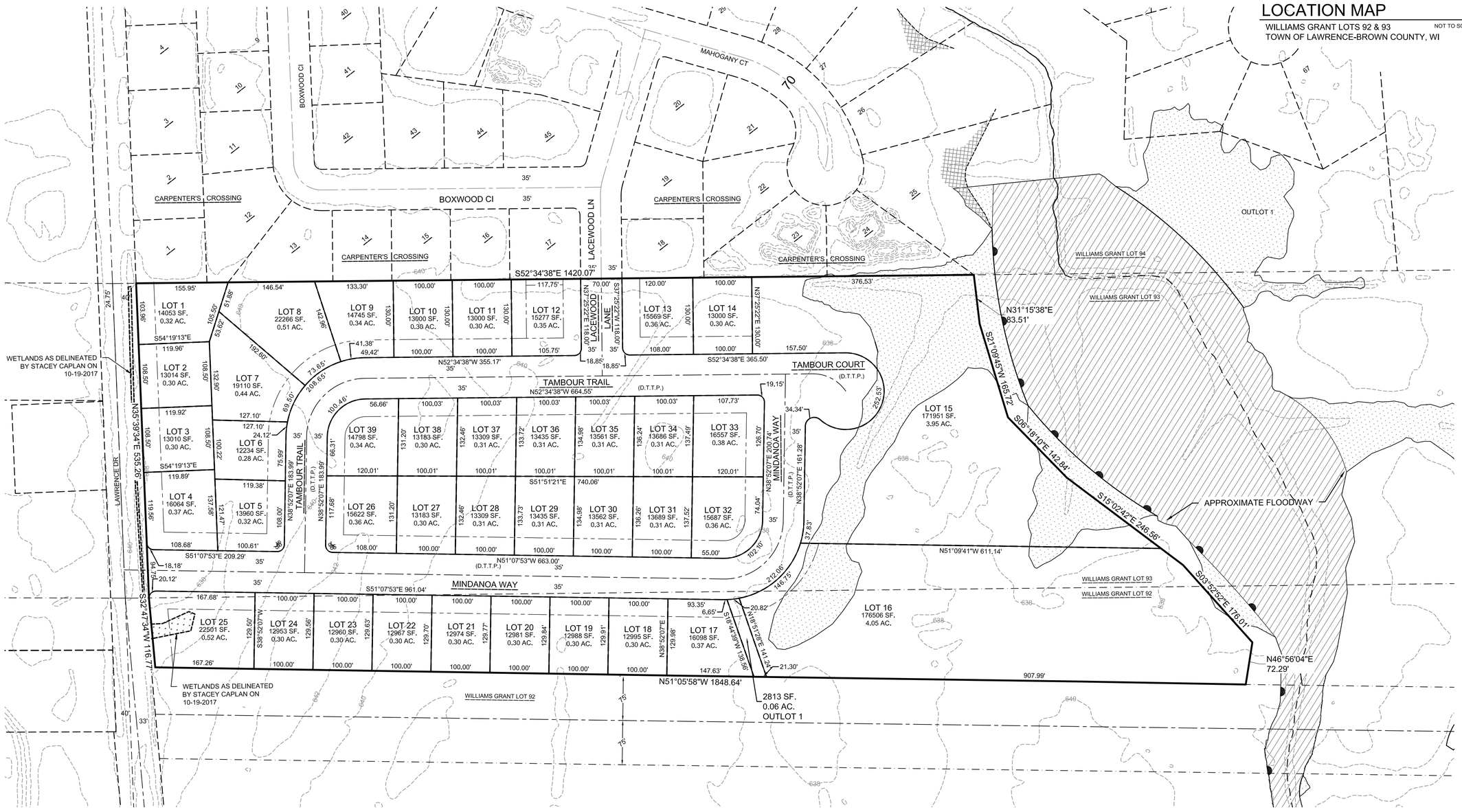
CCLW,, LLC
2170 VELP AVENUE, SUITE 106
GREEN BAY, WISCONSIN 54303
920-497-5090

100 50 0 100 200 300
GRAPHIC SCALE

NORTH IS REFERENCED TO THE CURRENT BROWN COUNTY COORDINATE SYSTEM OF RECORD.



LOCATION MAP
WILLIAMS GRANT LOTS 92 & 93
TOWN OF LAWRENCE-BROWN COUNTY, WI
NOT TO SCALE



NOTES:

1) TOTAL AREA OF "CARPENTERS SOUTH", PRELIMINARY PLAT=24.82 AC.
2) R/W DEDICATION=4.56 AC.
3) FRONT YARD SETBACK IS 30' FOR ALL LOTS.
4) REAR YARD SETBACK IS 25' FOR LOTS.
5) SIDEYARD SETBACK IS 10' FOR ALL LOTS.
6) WETLAND DELINEATION BY STACEY CAPLAN ON 10-19-2017.

FLOODPLAIN

FLOODWAY

MACH IV
ENGINEERING • SURVEYING • ENVIRONMENTAL
2260 Salscheider Court Green Bay, WI 54313
PH:920-569-5765; Fax: 920-569-5767
www.mach-iv.com

CCLW, LLC

CARPENTER'S CROSSING SOUTH

PRELIMINARY PLAT

NO.	REVISION DESCRIPTION

DATE: JANUARY 14, 2019	
DRAFTED BY: RJO	
CHECKED BY:	
PROJECT NO.: 0023-40-18	
DRAWING NUMBER	1449
SHEET NUMBER	
1	OF 2

Attachment: Preliminary Plat (7859 : Recommendation from Plan Commission regarding a Proposed Extraterritorial 39 Lot and 1 Outlot prelim)

- A PRELIMINARY PLAT OF-

CARPENTER'S CROSSING SOUTH

PART OF LOT 92 AND 93 OF WILLIAMS GRANT SUBDIVISION, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

100 50 0 100 200 300

GRAPHIC SCALE

CERTIFICATE FOR THE TOWN OF LAWRENCE

APPROVED FOR THE TOWN OF LAWRENCE THIS _____ DAY OF _____, 20_____.

_____
PATRICK WETZEL
TOWN OF LAWRENCE ADMINISTRATOR

TOWN OF LAWRENCE TREASURER'S CERTIFICATE

AS DULY ELECTED TOWN TREASURER, I HEREBY CERTIFY THAT THE RECORDS IN OUR OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS PLAT AS OF THE DATES LISTED BELOW.

_____
JENNIFER MESSERSCHMIDT DATE
TOWN TREASURER

CERTIFICATE FOR THE CITY OF DEPERE

APPROVED FOR THE CITY OF DEPERE THIS _____ DAY OF _____, 20_____.

_____
SHANA LEDVINA
CITY CLERK-TREASURER

BROWN COUNTY PLANNING COMMISSION

APPROVED FOR THE BROWN COUNTY PLAN COMMISSION THIS ____ DAY OF _____, 20__.

_____
DAN TEATERS
SENIOR PLANNER

BROWN COUNTY TREASURER'S CERTIFICATE

AS DULY ELECTED BROWN COUNTY TREASURER, I HEREBY CERTIFY THAT THE RECORDS IN OUR OFFICE SHOW NO UNREDEEMED TAXES AND NO UNPAID OR SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS PLAT AS OF THE DATE LISTED BELOW.

_____
PAUL ZELLER DATE
BROWN COUNTY TREASURER

SURVEYOR'S CERTIFICATE

I, RANDALL J. OETTINGER, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236, WISCONSIN STATUTES, AND THE SUBDIVISION REGULATIONS OF THE TOWN OF LAWRENCE AND THE BROWN COUNTY PLANNING COMMISSION AND UNDER THE DIRECTION OF THE OWNERS LISTED HEREON, I HAVE SURVEYED, DIVIDED AND MAPPED "CARPENTER'S CROSSING SOUTH", AND THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES AND THE SUBDIVISION OF THE LAND SURVEYED AND IS MORE FULLY DESCRIBED AS FOLLOWS:

ALL OF LOT 1 OF VOLUME ___, CERTIFIED SURVEY MAPS, PAGE ___, (MAP # _____-DOCUMENT # _____), BROWN COUNTY RECORDS, LOCATED IN PART OF LOT 92 AND LOT 93 OF WILLIAMS GRANT SUBDIVISION, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

PARCEL CONTAINS 1,081,446 S.F. \ 24.83 AC., MORE OR LESS.
ROAD DEDICATION CONTAINS 195,194 SQUARE FEET/ 4.48 ACRES, MORE OR LESS.
PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

_____
RANDALL J. OETTINGER PLS-2349
DATE: JANUARY 14, 2019

NOTES:

1) ALL ROADS WITHIN THE PLAT BOUNDARY ARE DEDICATED TO THE PUBLIC (D.T.T.P.).

2) SIDE YARD SETBACK IS 10 FEET FOR ALL LOTS.

3) REAR YARD SETBACK IS 25 FEET FOR LOTS.

4) THE PROPERTY OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, "WISCONSIN CONSTRUCTION SITE BEST MANAGEMENT PRACTICE HANDBOOK" TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE VILLAGE HAS AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION, OR INSTALLATION-RELATED ACTIVITIES.

5) LOT 25 INCLUDES WETLAND AREAS THAT MAY REQUIRE PERMITS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, ARMY CORP OF ENGINEERS, BROWN COUNTY PLANNING COMMISSION, OR THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE PRIOR TO ANY DEVELOPMENT ACTIVITY .

7) WETLANDS DELINEATED BY STACEY CAPLAN ON 10-19-2017.

9) A SHORELAND PERMIT FROM THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE IS REQUIRED FOR LOTS 15 AND 16 PRIOR TO ANY CONSTRUCTION, FILL, OR GRADING ACTIVITY WITHIN 300 FEET OF A STREAM.

RESTRICTIVE COVENANTS:

1) OUTLOT 1 IS DEDICATED TO THE TOWN OF LAWRENCE FOR TRAIL PURPOSES.

2) THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE LOT OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.

3) "LOT(S) 7-10, 15-20, AND OUTLOTS 1-3 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES WETLANDS, ALL LAND WITHIN 35 FEET OF WETLANDS 2 ACRES OR GREATER, FLOODWAY, ALL LAND WITHIN 35 FEET OF THE FLOODWAY OR 75 FEET BEYOND THE ORDINARY HIGH WATER MARK – WHICHEVER IS GREATER, NAVIGABLE WATERWAYS, ALL LAND WITHIN 75 FEET OF THE ORDINARY HIGH WATER MARK OF NAVIGABLE WATERWAYS, AND STEEP SLOPES OF 20% OR GREATER ASSOCIATED WITH ANY AFOREMENTIONED WATER OR NATURAL RESOURCE FEATURES AND A 20-FOOT SETBACK FROM TOP AND BOTTOM OF STEEP SLOPES. DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

CONSENT OF CORPORATE MORTGAGEE

LA ENTERPRISES, LLC, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATION OF THE LAND DESCRIBED ON THIS PLAT AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF CCLW, LLC, OWNER.

IN WITNESS WHEREOF, LA ENTERPRISES, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY

_____ (print name #1 above), ITS _____ (print title #1 above) AND COUNTERSIGNED BY _____ (print name #2 above),

its _____ (print title #2 above), at _____ (city), _____ (state), this __ (day) day of _____ (month), _____ (year).

(signature #1) _____ (signature #2) _____

(print name #1) _____ (print name #2) _____

(print title #1) _____ (print title #2) _____

PERSONALLY CAME BEFORE ME THIS __ (day) DAY OF _____ (month), ____ (year), THE ABOVE NAMED OFFICERS OF SAID

CORPORATION TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH OFFICERS OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

_____
NOTARY PUBLIC MY COMMISSION EXPIRES _____

STATE OF WISCONSIN]
] ss
COUNTY OF _____]

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

CCLW, LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, DOES HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON HIDDEN ACKERS TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED HEREON. CCLW, LLC ALSO CERTIFIES THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

TOWN OF LAWRENCE
CITY OF DEPERE
BROWN COUNTY PLANNING COMMISSION
DEPARTMENT OF ADMINISTRATION

IN WITNESS WHEREOF, THE SAID CCLW, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY PATRICIA A. KASTER, ITS MANAGING MEMBERS, ON THIS _____ DAY OF _____, 20___.

_____ _____
PATRICIA A. KASTER
MANAGING MEMBER - CCLW, LLC

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 20____, THE ABOVE NAMED MANAGERS OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH MANAGER AS THE DEED OF SAID LIMITED LIABILITY COMPANY, BY ITS AUTHORITY.

_____
NOTARY PUBLIC MY COMMISSION EXPIRES _____

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

UTILITY EASEMENT PROVISIONS (ELECTRIC, NATURAL GAS, AND COMMUNICATIONS)

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY:

CCLW, LLC, A LIMITED LIABILITY COMPANY, GRANTOR, TO:

THE TOWN OF LAWRENCE, GRANTEE;
WISCONSIN PUBLIC SERVICE CORPORATION, A WISCONSIN CORPORATION, GRANTEE;
NORTHEAST TELEPHONE COMPANY, LLC, GRANTEE;
WISCONSIN BELL INC., D/B/A AT&T WISCONSIN, A WISCONSIN CORPORATION, GRANTEE;
BROWN COUNTY C-LEC, LLC, GRANTEE;
TIME WARNER CABLE, INC., GRANTEE:

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, NATURAL GAS, TELEPHONE AND CABLE TV FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT AREAS" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THERON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES, NATURAL GAS FACILITIES, OR TELEPHONE AND CABLE TV FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. STRUCTURES SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT AREAS" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN SIX INCHES WITHOUT WRITTEN CONSENT OF GRANTEES.

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

MACH IV
ENGINEERING • SURVEYING • ENVIRONMENTAL
2260 Salscheider Court Green Bay, WI 54313
PH:920-569-5765; Fax: 920-569-5767
www.mach-iv.com

CCLW, LLC

CARPENTER'S CROSSING SOUTH

PRELIMINARY PLAT

NO.	REVISION DESCRIPTION

DATE: JANUARY 14, 2019
DRAFTED BY: RJO
CHECKED BY:
PROJECT NO.: 0023-40-18
DRAWING NUMBER 1449
SHEET NUMBER
2 OF 2

Attachment: Preliminary Plat (7659 : Recommendation from Plan Commission regarding a Proposed Extraterritorial 39 Lot and 1 Outlot prelim)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**February 5, 2019**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Recommendation from the License Committee on a Request of the Chief of Police to conduct a pre-hearing on the Class "A" Fermented Malt Beverage License issued to Dolgencorp, LLC (DBA Dollar General), 805 Main Av.**

ATTACHMENTS:

- Dollar General pre-hearing request Jan 2019 (DOCX)

CITY OF DE PERE MEMORANDUM
POLICE DEPARTMENT

To: License Committee

From: Derek A. Beiderwieden, Chief of Police

Date: January 21, 2019

Subject: Pre-Hearing Request for Dollar General

I am requesting a pre-hearing for violations observed by De Pere police officers on April 25, 2018 and January 16, 2019 by employees at the Dollar General 805 Main Ave. regarding no licensed operator on premises. The summaries are as follows:

On April 25, 2018 at 9:53am during a routine license compliance check of the premises police observed no licensed seller on premises even though alcohol was for sale. A citation was issued to the employee.

On January 16, 2019 at 1:15pm during a routine license compliance check of the premises police observed no licensed seller on premises even though alcohol was for sale. A citation was issued to the employee.

Please forward this request to the council and recommend a full hearing.

Serving with P.R.I.D.E.

Attachment: Dollar General pre-hearing request Jan 2019 (7866 : Pre-Hearing Request Dollar General)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**February 5, 2019**
DEPARTMENT:	**Board of Park Commissioners**
FROM:	**Marty Kosobucki**
SUBJECT:	**Resolution #19-11 Authorizing Amendment to Agreement for Services Between the City of De Pere and Multi Media Channels, LLC.**

The Board of Park Commissioners, at the January 17, 2019 meeting, approved the amendment to the current agreement with MultiMedia Channels and moved to send it to Common Council for approval. The above recommendation was approved unanimously with a 7-0 vote.

In mutual accord with MultiMedia Channels, LLC, staff is recommending to eliminate the design and mailing of our postcards and instead, mail out brochures to all households. The purpose of this is two-fold:

1) Surveys and comments from participants in our community state they would like the brochure mailed to their house again. People like having that hard copy in their hands and may be more apt to take a class, volunteer, rent a facility, etc. thus helping to increase program and/or rental revenues. Some of our participants don't have that type of technology so to get the hard copy mailed directly to them would be very beneficial for them.
2) This is no additional cost to the City.

Changes to our Brochure Advertising Agreement with MultiMedia Channels, LLC would be as follows:

1) VIII. COMPENSATION
   Consultant shall be responsible for all costs associated with advertisement solicitations and all costs associated with printing and mailing City brochures ~~and postcards~~ associated with this project.
2) EXHIBIT A Supporting Information:
   Brochures Quantity: ~~1,750 Summer/Fall brochure; 1.250 Winter/Spring brochure~~
   Current mailing list (approx.. 11,000 plus 2,000 extra for Summer/Fall brochure & 1,500 for Winter/Spring brochure
   Strikethrough all information on following:
   ~~Item: Postcards~~
   ~~Size/Ink: Full color front & back, 6"x8" coated cover @ least 9 pt. thickness, 2 sided~~
   ~~Quantity: 10,800~~

3) Consultant shall be permitted to place a banner no more than 1" x 8 ½" on the bottom of the front cover of the brochure for advertising purposes.

Thank you for your time and consideration.

ATTACHMENTS:

- Reso19-11 (DOCX)
- Exhibit A - Service Agreement Amendment-Multi Media Channels1-28-19-154-001-16 (DOCX)
- 2018 Multi Media Channels Extension of Agreement for Services (PDF)

x

RESOLUTION #19-11

AUTHORIZING AMENDMENT TO AGREEMENT FOR SERVICES
BETWEEN THE CITY OF DE PERE AND MULTI MEDIA CHANNELS, LLC

WHEREAS, the City of De Pere and Multi Media Channels, LLC are parties to an Agreement for Services concerning advertising, design, printing and distribution of City's Park, Recreation and Forestry Department's bi-annual brochures and postcards dated August 1, 2016 and an extension thereto dated December 22, 2017 (collectively "the Agreement"); and

WHEREAS, the parties wish to amend the scope of services of the Agreement to discontinue the use of postcards and resume providing each household with a mailed brochure upon the terms and conditions set forth in the Amendment attached hereto and incorporated by reference as Exhibit A; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Amendment to Agreement for Services Between the City of De Pere and Multi Media Channels, LLC (Exhibit A).

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of February, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____
Nays:_____

Attachment: Reso19-11 (7820 : Resolution #19-11 Authorizing Amendment to Agreement for Services with MultiMedia Channels.)

AMENDMENT TO AGREEMENT FOR SERVICES BETWEEN THE CITY OF DE PERE AND MULTI MEDIA CHANNELS, LLC

This Amendment is entered into this ___ day of _____, 2019, with respect to the Agreement for Services Between the City of De Pere, a Wisconsin municipal corporation ("City"), and Multi Media Channels, LLC, a Wisconsin limited liability company ("Consultant") (collectively "the Parties") dated August 1, 2016 and an extension thereto dated December 22, 2017, (collectively "the Agreement"), which Agreement is incorporated herein by reference.

NOW THEREFORE:

The Parties wish to revise the scope of services described in the Agreement to discontinue the use of postcards and resume providing each household with a mailed brochure. The terms and conditions of the Agreement shall be modified as follows:

1. All references to postcards and/or the printing and mailing of postcards shall be deleted from the Agreement and all exhibits thereto.

2. As part of Section VIII. Compensation, Consultant shall also be permitted to place a banner no more than 1" x 8 ½" on the bottom of the front cover of the brochure for advertising purposes.

3. Exhibit A (original Agreement), Supporting Information, Item: **Brochures** shall be revised by updating Quantity: Current mailing list approximately 11,000 (plus 2,000 extra for Summer/Fall brochure and $1,500 for Winter/Spring brochure).

4. Terms not otherwise defined in this Amendment shall have the meanings set forth in the Agreement. In the event of any inconsistency between the terms of this Amendment and the Agreement, this Amendment shall control. All other terms, covenants and conditions contained in the Agreement shall remain in full force and effect.

5. This Amendment may be executed in any number of counterparts, all of which together shall constitute a single Amendment. Facsimile and email (pdf. format) signatures shall be accepted by the parties and shall be deemed original signatures for all purposes.

(Signatures to follow on Page 2 of 2)

Attachment: Exhibit A - Service Agreement Amendment-Multi Media Channels1-28-19-154-001-16 (7820 : Resolution #19-11 Authorizing

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the day and year first above written.

MULTI MEDIA CHANNELS, LLC	**CITY OF DE PERE**
By: _____	By: _____ Michael J. Walsh, Mayor
By: _____	By: _____ Shana D. Ledvina, Clerk-Treasurer

J:\Law\Agreements\2019\Service Agreement Amendment-Multi Media Channels1-28-19-154-001-16.docx

Attachment: Exhibit A - Service Agreement Amendment-Multi Media Channels1-28-19-154-001-16 (7820 : Resolution #19-11 Authorizing

EXTENSION OF AGREEMENT FOR SERVICES BETWEEN THE CITY OF DE PERE AND MULTI MEDIA CHANNELS, LLC

THIS EXTENSION is entered into this 22nd day of December, 2017, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Multi Media Channels, LLC.

WHEREAS, the City and Multi Media Channels, LLC are parties to an Agreement for Services dated August 1, 2016 ("the Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, the parties wish to enter into an Extension of the Agreement for an additional two (2) year period upon the terms and conditions set forth below.

NOW THEREFORE, upon the mutual promises and covenants contained herein, and upon such additional consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to extend the Agreement between them as follows:

1. The contract period of the Agreement is hereby extended by an additional two (2) years and shall expire December 31, 2019.

2. All other provisions of the Agreement shall remain in full force and effect unless specifically modified in this Extension.

Dated this 22nd day of December, 2017.

MULTI MEDIA CHANNELS, LLC
By:

Dave Wood

Print Name: Dave Wood
Title: Group GM

David Wood

Print Name:
Title:

CITY OF DE PERE
By:

~~Michael J. Walsh, Mayor~~
James Boyd, Acting Mayor

Shana D. Ledvina, Clerk-Treasurer

H:\azills\Agreements\2017\Extension of Agreement for Services-Multi Media Channels, LLC-11-27-17-154-001-16.docx

AGREEMENT FOR SERVICES BETWEEN THE CITY OF DE PERE AND MULTI MEDIA CHANNELS, LLC

THIS AGREEMENT made and entered into this 1st day of August, 2016, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Multi Media Channels, LLC, a Wisconsin limited liability company ("Consultant").

WITNESSETH

WHEREAS, the City is in need of collaborating with a company for advertising, design, printing and distribution of the City's Park, Recreation and Forestry Department's bi-annual brochures and postcards.

WHEREAS, the Consultant has available and offers to provide personnel and facilities necessary to accomplish the work within the required time.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the April 2016 City Request for Proposals (Exhibit A) and Consultants Proposal thereto dated April 25, 2016 (Exhibit B), both of which are attached hereto and incorporated by reference except that the reference to City providing Consultant with a business contact list in Exhibit B shall be revised to reflect City cooperation with Consultant in establishing business contacts. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, standard specifications, and other information concerning the project that may be applicable in the

Exhibit A

design of the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or risk of significant harm to the public.

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

Consultant shall be responsible for all costs associated with advertisement solicitations and all costs associated with printing and mailing City brochures and post cards associated with this project. Consultant shall retain all compensation received from advertisements sold. No other remuneration shall be paid to Consultant.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

X. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XI. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage for a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $600,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

Attachment: 2018 Multi Media Channels Extension of Agreement for Services (7820 : Resolution #19-11 Authorizing Amendment to Agreement

XIV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XV. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XVI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Contractor make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to the following:

If to City:
City Clerk-Treasurer
Attn: Shana D. Ledvina
335 South Broadway Street
De Pere, WI 54115

If to Consultant:
Multi Media Channels, LLC
Attn: Mick Gotta
600 Industrial Drive
Waupaca, WI 54981

Attachment: 2018 Multi Media Channels Extension of Agreement for Services (7820 : Resolution #19-11 Authorizing Amendment to Agreement

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

MULTI MEDIA CHANNELS, LLC

By: Dave Wood - Group GM
Name: [illegible]

CITY OF DE PERE, WISCONSIN

By: [illegible]
Michael J. Walsh, Mayor

By: [illegible]
Shana D. Ledvina, Clerk-Treasurer

City of De Pere Park, Recreation & Forestry Department

Request for Qualifications
for
Advertising Proposal

General Information

The City has an approximate population of 24,500 people and currently mails a postcard twice per year to an average of 10,800 households. On average, 1,750 Summer /Fall Brochures and 1,000 Winter/Spring Brochures are printed and placed at City facilities and the Kress Family Library.

The Board of Park Commissioners has approved collaborating with a company to solicit advertisements in order to fully cover all costs associated with the design and printing of our Park, Recreation and Forestry Department's bi-annual brochures as well as the mailing of our postcards.

The City is inviting companies to submit a business plan identifying how your company will solicit advertisements for our Park, Recreation & Forestry Department bi-annual brochures and postcards. The company will be responsible for all costs associated with the printing and mailing of the brochures and postcards and retain all money solicited from advertisements sold.

Business Plan Proposal

Please include the following information:

1. Company Information: Name of company, address, contact person and telephone number(s).
2. Company/staff experience on similar projects (provide samples).
3. Provide an advertising proposal.
   - Include recommended number, placement and size of ads within brochure and postcard.
4. Describe your plan approach and sales methods; include estimated timeline.
5. Complete supplemental questionnaire form.

Supporting Information

The following information outlines recommendations for brochure and postcard specifications. Other recommendations for type of paper, layout, size, etc. accepted.

Item: **Brochures**

Size/Ink: Full Color Offset:

- 11 x 17" booklet folded in half; full bleeds
- inside 60# offset, text opaque white
- cover 80# coated text/gloss
- final size 8 ½" x 11"
- approximately 24 pages – Winter/Spring; 32 pages – Summer/Fall (depends on number of ads)

~ OR ~

Attachment: 2018 Multi Media Channels Extension of Agreement for Services (7820 : Resolution #19-11 Authorizing Amendment to Agreement

Full Color Newsprint:
- 10 ½ x 16" booklet folded in half (or suggested size); full bleeds
- inside newspaper print
- over 80# coated text/gloss
- final size 8" x 10 ½" (or suggested size)

Quantity: 1,750 Summer/Fall brochure; 1,250 Winter/Spring brochure

Item: **Postcards**
Size/Ink: Full Color front & back
- 6" x 8" coated cover @ least 9 pt. thickness
- 2-sided print

Quantity: 10,800

Schedule Timeline

April 29, 2016 – Proposals due by 4:30 pm
May 2-4, 2016 – Proposals reviewed by staff
May 19, 2016 – Recommendation reviewed by Board of Park Commissioners
June 7, 2016 – City Council approval

Insurance

Your company shall effect and maintain insurance to protect from claims under worker's compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries ort damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub consultants in prosecuting the work.

Evaluation Procedure

All proposals shall be reviewed based on the following criteria.
1. Professional staff experience and availability of key personnel.
2. Relevant project experience of the company.
3. Graphic design qualifications.
4. Understanding of the project.
5. Plan and sales approach.

The proposal that is selected will be in effect for one and a half years (July 1, 2016 - December 31, 2017).

Attachment: 2018 Multi Media Channels Extension of Agreement for Services (7820 : Resolution #19-11 Authorizing Amendment to Agreement

Any interested company is required to submit all necessary proposal information including completing the Additional Services Proposal Form below. All proposals must be received by **Friday, April 29, 2016 at 4:30 pm** and can be dropped off or mailed to:

De Pere Community Center
600 Grant Street
De Pere, WI 54115

The Department will select the proposal that is in the best interest for the City of De Pere. Questions regarding this proposal should be directed to Paula Rahn, Recreation Superintendent at (920) 339-4097 or prahn@mail.de-pere.org.

Supplemental Questionnaire

1. What format(s) would your company be able to print the brochure in? Also indicate finished product size. *Check all that apply.*

   ____ Offset Finished Size:_____
   ____ Newsprint Finished Size:_____
   Other: _____ Finished Size:_____

2. Would your company consider mailing postcards or brochures to outlying communities with a De Pere mailing address?

   ____ Yes ____ No

3. Would your company be willing to completely design the brochure and postcard in InDesign software?

   ____ Yes ____ No

4. Would your company print additional copies of the brochure above the requirements noted in brochure and postcard specifications?

   ____ Yes ____ No If yes, how many? _____

5. Would your company deliver additional copies of the brochure to select area businesses?

   ____ Yes ____ No

6. Please list any additional services your company would be willing to provide to our Department. This could be monetary or some other form of donation.

   _____

   _____

   _____

Name: _____

Signature: _____

Company: _____

Address: _____

Phone Number: _____

Thank you for submitting this proposal. Your time and effort is greatly appreciated.

MULTI MEDIA CHANNELS
LOCAL MEDIA • BETTER RESULTS

25April2016
To: City of DePere
c/o Paula Rahn
From: Mick Gotta / Multi Media Channels
Re: Advertising Proposal for Brochures

Paula,
Following is our Plan Proposal for doing the City of DePere Brochures and Postcards.

1.) Multi Media Channels
600 Industrial Dr.
Waupaca, WI 54981
Contact: Mick Gotta
920 609 7921

2). MMC has over 50 years experience in the printing of magazines, newspapers and special Publications. Our current staff has over 20 years of sales and publication experience. Samples being provided are examples of publications we currently produce. All are done from sales to design to the final printing and mailing. Our design team is fully staffed and highly experienced in current printing platforms (Including InDesign).

3). We are proposing to offer a variety of sizes and price points for prospective advertisers to consider. From one-eighth to full page advertising will be offered at price points to be determined. We are also proposing to solicit one or possibly two potential advertisers for the space available on the postcard at premium prices to be determined. The number of ads will be determined at dead-line date and completion of the sales process. Placement of some ads (mainly full pages) can be pre-set, otherwise ads will be placed at the discretion of the City of DePere and MMC design staff. Page requests can be made, but space guarantee is not suggested unless for premium pages. The basic goal of the number of ad sales sold is to recover costs of printing and mailing.

4). Our sales approach will be to have at minimum 2 and possibly 3 sales reps working during the sales effort. If possible, MMC is asking the City of DePere for a business contact list, with which we will divide the list amongst reps. MMC will produce a promotion sheet that will detail public dates, sales deadlines, pricing and sizes on all ads, contact information as well as a brief description of the book, postcard and the value of advertising in the publications. Timeline of our sales effort will be 30-45 days from the public date. This will allow design team and city staff to properly paginate book information and advertising to be readied for the printing process. City of DePere, if possible will provide a resident mail list for use to MMC in the mailing process.

5). Questionnaire form attached.

Attachment: 2018 Multi Media Channels Extension of Agreement for Services (7820 : Resolution #19-11 Authorizing Amendment to Agreement

Supplemental Questionnaire

1. What format(s) would your company be able to print the brochure in? Also indicate finished product size. *Check all that apply.*

   ✓ Offset Finished Size: 8 1/4" x 10 1/2"
   ✓ Newsprint Finished Size: 8" x 10"
   Other: _____ Finished Size: _____

2. Would your company consider mailing postcards or brochures to outlying communities with a De Pere mailing address?

   ✓ Yes ____ No

3. Would your company be willing to completely design the brochure and postcard in InDesign software?

   ✓ Yes ____ No

4. Would your company print additional copies of the brochure above the requirements noted in brochure and postcard specifications?

   ✓ Yes ____ No If yes, how many? 500

5. Would your company deliver additional copies of the brochure to select area businesses?

   ✓ Yes ____ No

6. Please list any additional services your company would be willing to provide to our Department. This could be monetary or some other form of donation.

   MMC will distribute additional brochures via our distribution arm (Bulls Eye Distribution) at no cost to the City. Bulls Eye has a retail rack system already in place throughout Depere.

Name: Mick Gotta

Signature: Mick Gotta

Company: Multi-Media Channels, MMC

Address: 600 Industrial DR., Waupaca, WI 54981

Phone Number: 920-609-7921

Thank you for submitting this proposal. Your time and effort is greatly appreciated.

Phone: (920)339-4042 Fax: (920)339-4049

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Tartan Insurance
1540 Capitol Dr
Green Bay, WI 54303
License #: 2426349

CONTACT NAME: Todd Pliner
PHONE (A/C, No, Ext): (920)494-7421 FAX (A/C, No): (920)494-1801
E-MAIL ADDRESS: renee.frazier@tartaninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Partner Mutual Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Brown County Publishing, Inc.
P.O. Box 408
Waupaca, WI 54981

COVERAGES CERTIFICATE NUMBER: 00000000-257451 REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		CP08618	10/01/2015	09/01/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ excluded
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			A025433	10/01/2015	09/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB OCCUR EXCESS LIAB X CLAIMS-MADE DED RETENTION $	Y		UC01613	10/01/2015	09/01/2016	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC15300	09/01/2015	09/01/2016	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Multi Media Channels LLC is a wholely owned subsidary of Brown County Publishing and listed as a named insured on these policies.

City of De Pere is listed as an Additional Insured

CERTIFICATE HOLDER

City of De Pere
335 S Broadway
De Pere, WI 54115

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Todd Pliner

(TMP)

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Printed by TMP on July 28, 2016 at 01:30PM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number 5

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
CP08618	07/14/2016	Partners Mutual Insurance Company

NAMED INSURED	AUTHORIZED REPRESENTATIVE
Brown County Publishing, Inc PO Box 408 Waupaca, WI 54981	TARTAN INSURANCE AGENCY INC #0516 1540 CAPITOL DRIVE PO BOX 10916 GREEN BAY, WI 54307-0916

COVERAGE PARTS AFFECTED

GENERAL LIABILITY

CHANGES

EFFECTIVE 07/14/16, THE CITY OF DE PERE , 335 SOUTH BROADWAY, DE PERE, WI 54115 IS ADDED AS ADDITIONAL INSURED TO THE POLICY. THIS IS A TWO TERM POLICY CHANGE AND THIS ADDITIONAL INSURED WILL BE ADDED TO THE CURRENT RENEWAL TERM OF 09/01/16 - 17 ALSO. SEE ATTACHED FORM CG 20 10.

NO CHANGE IN PREMIUM.

Authorized Representative Signature

Copyright, Insurance Services Office, Inc., 1983
Copyright, ISO Commercial Risk Services, Inc., 1983

Attachment: 2018 Multi Media Channels Extension of Agreement for Services (7820 : Resolution #19-11 Authorizing Amendment to Agreement

POLICY NUMBER: CP08618 Brown County Publishing Inc

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
CITY OF DE PERE 335 SOUTH BROADWAY DE PERE, WI 54115	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc., 2004

Attachment: 2018 Multi Media Channels Extension of Agreement for Services (7820 : Resolution #19-11 Authorizing Amendment to Agreement

Phone: (920)339-4042 Fax: (920)339-4049

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Tartan Insurance
1540 Capitol Dr
Green Bay, WI 54303
License #: 2426349

CONTACT NAME: Renee Frazier
PHONE (A/C, No, Ext): (920)494-7421 FAX (A/C, No): (920)494-1801
E-MAIL ADDRESS: renee.frazier@tartaninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Partner Mutual Insurance Company	
INSURER B : Partners Mutual Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Brown County Publishing, Inc.
P.O. Box 408
Waupaca, WI 54981

COVERAGES CERTIFICATE NUMBER: 00000000-257451 REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		CP08618	09/01/2017	08/01/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			A025433	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / OCCUR	Y		UC01613	09/01/2017	08/01/2018	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB / X CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC15300	09/01/2017	09/01/2018	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N / A					E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Multi Media Channels LLC is a wholely owned subsidary of Brown County Publishing and listed as a named insured on these policies.

CERTIFICATE HOLDER
City of De Pere
335 S Broadway
De Pere, WI 54115

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Renee P Frazier (RPF)

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Printed by RPF on December 20, 2017 at 12:16PM

Attachment: 2018 Multi Media Channels Extension of Agreement for Services (7820 : Resolution #19-11 Authorizing Amendment to Agreement

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**February 5, 2019**
DEPARTMENT:	**Board of Park Commissioners**
FROM:	**Marty Kosobucki**
SUBJECT:	**Resolution #19-12 Authorizing Agreement for Consulting Services Between the City of De Pere and Cedar Corporation (Design and Consulting Services for Soccer Lights at Southwest Park).**

The Board of Park Commissioners, at the January 17, 2019 meeting, approved to accept the proposal from Cedar Corporation for design and construction management services for the lighting project at Southwest Park and request the additional $12,075 in funding from Common Council. The motion passed unanimously with a 7-0 vote.

The Board of Park Commissioners is recommending the approval of a bid from Cedar Corporation totaling $15,875 for consulting services related to the installation of lights at our main soccer field in Southwest Park. Bids came in high compared to our budget amount and can be attributed to a several reasons. Two of the main contributing factors are that plans could not be found of the original lighting system, and we were informed the work load of our Engineering Department is at a point they could not assist us. Our budgeted amount was $3,800.

Our Finance Director indicated one of the options for funding would be from unassigned general fund reserves.

The Select Soccer group has offered to donate $35,000 toward the installation of the lights.

ATTACHMENTS:

- Reso19-12 (DOCX)
- Exhibit 1-Consultant Agreement-Cedar Corporation(Southwest Park Soccer Lights)1-19-151-002-19 (DOCX)
- Exhibit A-Cedar Corp Consulting Agreement-RFP Lighting Design SW Park (PDF)
- Exhibit B- SW Park SF Lighting - Letter Proposal-CedarCorp (PDF)
- Southwest Park Soccer Field lights CD-Bid-CA Proposal Letter_FINAL with Attachments_12-28-18 (PDF)

RESOLUTION #19-12

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND CEDAR CORPORATION
(Design and Consulting Services for Soccer Lights at Southwest Park)

WHEREAS, the City is in need of services of a consulting firm to assist in the design of the lighting system for one of the soccer fields at Southwest Park using current lighting fixtures owned by the City; and

WHEREAS, Cedar Corporation has available and offers to provide personnel, equipment and professional assistance necessary to accomplish such services within the required timeframe; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Services Between the City of De Pere and Cedar Corporation, as is attached hereto and incorporated herein as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of February, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso19-12 (7814 : Reso #19-12 Authorizing Agreement with Cedar Corporation (SW Park Soccer Lights Design).)

AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND CEDAR CORPORATION
(Design and Consulting Services for Soccer Lights at Southwest Park)

THIS AGREEMENT, made and entered into on this ____ day of _____, 2019, by and between the City of De Pere, Wisconsin ("City") and Cedar Corporation, a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, City is in need of services of a consulting firm to assist in the design of the lighting system for one of the soccer fields at Southwest Park using current lighting fixtures owned by the City; and

WHEREAS, the Consultant has available and offers to provide qualified personnel, equipment and professional assistance necessary to accomplish such services within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECTS

The project is as described in City's Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated December 28, 2018 (Exhibit B), both of which are attached hereto and incorporated herein by reference. If a conflict exists between Exhibits A and B, the terms of Exhibit A shall prevail. If there is a conflict between Exhibit A and this Agreement, the terms of this Agreement shall prevail.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform the services as described in Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City shall provide the Consultant with information and items concerning the project as are available, such as GIS data and aerial maps showing the location of the project, access to the current light poles and fixtures, as well as provide input on the plans and specifications and provide assistance in acquiring bids for the project from contractors as further described in Exhibit A.

Attachment: Exhibit 1-Consultant Agreement-Cedar Corporation(Southwest Park Soccer Lights)1-19-151-002-19 (7814 : Reso #19-12

IV. AUTHORIZATION, PROGRESS AND COMPLETION

In signing this Agreement, the City gives the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall include copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

Attachment: Exhibit 1-Consultant Agreement-Cedar Corporation(Southwest Park Soccer Lights)1-19-151-002-19 (7814 : Reso #19-12

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Consultant's work hereunder shall be completed pursuant to City's requirements described in Exhibit A. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City in writing as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid by the City in a lump sum upon completion. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like sizes and complexity.

X. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XI. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage to a total of not less than $2,000,000.

Attachment: Exhibit 1-Consultant Agreement-Cedar Corporation(Southwest Park Soccer Lights)1-19-151-002-19 (7814 : Reso #19-12

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) causes solely by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

Attachment: Exhibit 1-Consultant Agreement-Cedar Corporation(Southwest Park Soccer Lights)1-19-151-002-19 (7814 : Reso #19-12

XIV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XV. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XVI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the City make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

Attachment: Exhibit 1-Consultant Agreement-Cedar Corporation(Southwest Park Soccer Lights)1-19-151-002-19 (7814 : Reso #19-12

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to:

If to City:

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

With a copy to:

City of De Pere
Attention: Director of Parks, Recreation & Forestry
925 South Sixth Street
De Pere, WI 54115

If to Consultant:

Cedar Corporation
Attention: Thad Majkowski, P.E.
1695 Bellevue Street
Green Bay, WI 54311

Attachment: Exhibit 1-Consultant Agreement-Cedar Corporation(Southwest Park Soccer Lights)1-19-151-002-19 (7814 : Reso #19-12

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

CEDAR CORPORATION

By:

_____
Print Name: Thad Majkowski, P.E.
Title: Director

_____
Print Name: _____
Title: _____

CITY OF DE PERE

By:

_____
Michael J. Walsh, Mayor

_____
Shana D. Ledvina, Clerk-Treasurer

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Attachment: Exhibit 1-Consultant Agreement-Cedar Corporation(Southwest Park Soccer Lights)1-19-151-002-19 (7814 : Reso #19-12

Attachment: Exhibit A-Cedar Corp Consulting Agreement-RFP Lighting Design SW Park (7814 : Reso #19-12 Authorizing Agreement with Cedar

Request for Proposals
For
Design and Consulting Services for Soccer Lights at Southwest Park

The City of De Pere would like to invite your firm to submit a proposal for consulting and design services of the lighting system at Southwest Park Soccer Field.

Your proposal must be submitted to our office by December 28, 2018 at 3:00 pm. Proposals can be submitted either by paper copy or via email to Marty Kosobucki.

BACKGROUND INFORMATION:

The City is looking to obtain the services of a consulting firm to help design the lighting system on our premier soccer field located in Southwest Park, 2472 Lawrence Drive, De Pere. The firm will be asked to lead the City in designing a lighting system using current light fixtures owned by the City. The consultant will need to determine appropriate footings for the light poles, location of light poles, wiring specifications, identification and showing all electrical features needed to operate the lighting system.

The City removed a lighting system from a softball field at Optimist Park in 2017. It is the intent to reuse the poles and light fixtures from this project to light the premier soccer field at Southwest Park. The City owned light poles are 50' poles with a 14" base. There are currently a total of 28 light fixtures which are 1500 watts, 240V. There are four light bars that hold 5 lights, and two light poles that hold 4 lights.

As part of the design, the consultant will need to determine the best source and location of power. Currently, the City feeds a lighting system for a baseball field adjacent to the field which has a 400Amp, 277-480 service.

The consultant should provide plan and specifications suitable for including in bidding out the project to contractors.

SCOPE OF SERVICES:

The scope of services for this project is to include the following:

- Conduct an initial meeting with City staff.
- Gather existing information on the park and perform a site visit.
- Develop plans and specifications to include electrical plan, footing detail for light poles, and technical specifications required to bid project.
- Provide estimate of installation.
- Answer technical questions during bid process.
- Assist in shop drawing review.
- Provide construction oversight for the installation of lights, to include at least two site visits.

Meetings
The consultant should plan for the following meetings, but is not necessarily limited to:

- Initial meeting with City Staff.
- Pre-construction meeting with contractor.
- On-site inspections as needed.
- Close out meeting with contractor and City of De Pere.

City Responsibilities
The City will be responsible for the following:

- Provide input on plans and specifications.
- Provide access to the current light poles and light fixtures as needed.
- Bidding out project and posting on Quest.

SCHEDULING:

Selection of a contractor will occur shortly after the deadline. Design work is expected to commence in January/February, with a completion of design expected to be February 28, 2019. Construction management will occur during the project and is anticipated to occur in the summer of 2019.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workmen's compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries ort damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub consultants in prosecuting the work.

PROPOSAL SUBMITTALS:

Your proposal should include the following information in the order listed. You may submit your proposal via e-mail to mkosobucki@mail.de-pere.org or mail to Southwest Park Soccer Lighting Design, 925 S. Sixth Street, De Pere WI 54115

1. Consultant Background and Information
    a. Include location of office, years of relevant experience, size or organization, other consultants you may be cooperating with, list of staff and relevant experience, etc…

2. Understanding of Project
    a. Develop a summary of your understanding of the project, what needs to be done, and how you plan to accomplish.
3. Similar Projects
    a. List a minimum of 3 projects of similar scope and service.
4. References
    a. List a minimum of 5 references related to similar work.
5. Timeline
    a. Show a detailed timeline in how you plan to accomplish the project.
6. Fee
    a. List a lump sum fee for the project.

FEE:

Provide a lump sum fee. Should there be any items outside the scope of services listed in the RFP your firm feels should be included, we encourage the consultant to include alternate fees for such work.

DELIVERY:

The deliverables for this project include the following:

1. Provide Lighting Project construction plans in AutoCAD and .pdf for insertion into the bid documents. The City will bid the project on-line with 11”x17” .pdf plan set.
2. Provide technical specifications in a word document for bidding of the Lighting Project.
3. Provide bid items, quantities, summary of work, and an engineer’s estimate. The estimate is to be provided in an Excel document. Provide the remaining items in a Word document.
4. Provide a timeline of events to include (but not limited to) kick off meeting, design phase, final design, and completion of items for bid document.

ADDITIONAL INFORMATION:

The City will provide the following information to the consultant:

- GIS data and aerial view (Exhibit A)

For questions, please contact Marty Kosobucki at 920-339-8358, or e-mail at mkosobucki@mail.de-pere.org.

Proposed Fee Schedule

Company Name:_____

Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

Item		**Fee**
Soccer Lighting Design and installation at Southwest Park		
Kickoff Meeting with City Staff. Gather Existing Information and Perform a Site Visit	$	
Plan and Technical Specifications	**$**	
Construction Oversight (pre-con meeting, on-site visits, and final walk through)	**$**	
Total Fee	**$**	

Cedar corporation

1695 Bellevue Street
Green Bay, WI 54311

engineering | architecture | environmental | surveying
landscape architecture | planning | economic development

920-491-9081
800-472-7372
FAX 920-491-9020
www.cedarcorp.com

December 28, 2018

Mr. Marty Kosobucki
Director of Parks, Recreation and Forestry
City of De Pere
925 S. Sixth Street
De Pere, WI 54115-1199

c: mkosobucki@mail.de-pere.org

RE: Design and Consulting Services Proposal
City of De Pere – Soccer Lights at Southwest Park

Dear Marty:

Cedar Corporation (Cedar) appreciates the opportunity to submit our proposal to assist the City of De Pere (City) with Design and Consulting Services for Soccer Lights at Southwest Park.

CONSULTANT BACKGROUND AND INFORMATION

Cedar has a staff of civil and electrical engineers available to complete the City's Project. The Cedar Team includes our staff along with Russ Jensen, P.E. of Muermann Engineering, located in De Pere, to complete the electrical design. Cedar's Team has the staff, experience, and resources to complete the City's request within the required schedule.

Our Team has engineers who have completed many lighting designs for outdoor park facilities for municipal applications on a yearly basis. We also have extensive knowledge in reusing of existing electrical systems to reduce the cost. These types of light systems will also require a foundation to support the poles and electrical systems.

Please see Appendices A and B for a summary of our Company Information and Similar Projects completed.

PROJECT UNDERSTANDING

Based on a review of the Request for Proposal (RFP) received on November 30, 2018, and our discussion with you, we have the following Project Understanding.

The City is proposing to reuse the existing light system, poles and lights, and install them at the City Premier Soccer Field located in the Southwest Park on Lawrence Drive. The City owned light poles are 50' poles with 14" bases. There are currently a total of 28 light fixtures which are 1500 watts, 240V. There are four light bars that hold 5 lights, and two light bars that hold 4 lights each. The original information for this equipment may not be available; therefore, assumptions will need to be made in the design of the

Attachment: Exhibit B- SW Park SF Lighting - Letter Proposal-CedarCorp (7814 : Reso #19-12 Authorizing Agreement with Cedar Corporation

foundation and bolts. Also, due to the age of the system, no photometric plan can be completed. These lights may not be compatible with the current code since there are no cut off shields on the fixtures; therefore, they will provide additional glare and light pollution.

As part of the design, Cedar will review and recommend the source and location of power. Currently, the City feeds a lighting system for a baseball field adjacent to this field. It has a 400 amp, 277-480 V service.

SCOPE OF SERVICES

Our proposal includes the Scope of Services, per the Request for Proposals, as shown below.

Kick Off Meeting, Existing Information and Site Visit

- Kick Off Meeting with City staff.
- Gather existing information on the park and lighting system to be used.
- Perform a Site Visit.

Plan and Technical Specifications

- Develop plans and specifications to include an electrical plan, footing and bolt detail for the light poles, and technical specifications required to bid the Project.
- Site Plan to utilize the City GIS data and aerials.
- Provide a Preliminary Plan for City staff to review.
- Provide a Preliminary Estimate for Construction.
- Answer technical questions during the bid process.

Construction Oversight

- Attend the Preconstruction Meeting.
- Assist in the shop drawing review.
- Provide two on-site visits during construction.
- Complete a final walk thru with the City and Contractor.

Deliverables

Our Services will provide the following:

- Bid items, quantities, and Preliminary Construction Estimates in Microsoft Excel format.
- Technical specifications and summary of work in Microsoft Word format.
- Provide a timeline of events for the bid document.

Attachment: Exhibit B- SW Park SF Lighting - Letter Proposal-CedarCorp (7814 : Reso #19-12 Authorizing Agreement with Cedar Corporation

The main method of correspondence and review will be completed via email with the Project Team.

OWNER RESPONSIBILITIES

Cedar understands that City will be responsible for and/or provide the following items:

- Provide Cedar a single contact person to make required decisions for the Project.
- Provide the following information:
  - Product information for the existing equipment, if available.
  - GIS Data and aerial view, Exhibit A of the RFP.
  - Topographic field survey of the existing conditions completed for the Park construction.
  - Geotechnical information for the original Park Project.
  - Data on the existing service, poles and fixtures to be reused.
- Pay the required permit fees, if necessary
- Provide Cedar the Project Manual and Standard Technical specifications in Word format. (Project-specific technical specifications to be reviewed and completed by Cedar.)
- The City will provide the Bidding Phase services beyond those provided in the Scope of Services.
- The City will pay for printing of plans and specifications, if requested.
- Delivery of the lighting system to the Site prior to construction.

OPTIONAL SERVICES

Cedar will provide *Optional Services,* if requested, as follows:

- Topographic field survey, if necessary.
- Geotechnical Services, soil borings and report, for the foundation design.
- Field staking of the pole locations.
- Cost Effective Analysis of a new LED System and operational costs of the existing system.

Attachment: Exhibit B- SW Park SF Lighting - Letter Proposal-CedarCorp (7814 : Reso #19-12 Authorizing Agreement with Cedar Corporation

Attachment: Exhibit B- SW Park SF Lighting - Letter Proposal-CedarCorp (7814 : Reso #19-12 Authorizing Agreement with Cedar Corporation

COST

Cedar proposes to complete the work scope as identified above on a lump sum basis as follows:

Kick Off Meeting, Existing Information and Site Visit	$800
Plan and Technical Specifications*	$9,900
*Geotechnical Services are a direct bill to the City and not included in this cost, see below.	
Construction Oversight	$3,000

Cedar proposes to complete the *Optional Services* as identified above on an hourly basis due to the variability of the services required. These services are as follows:

Topographic Field Survey	$900 - $1,200
Geotechnical Services, Soil Borings	$2,175
Field Staking	$500 - $650
Cost Effective Analysis LED System / Operational Analysis of the Existing System	$500

Please see Appendix C for the Proposed Fee Schedule.

SCHEDULE

Cedar is prepared to complete the Project based on the Schedule in the RFP, as follows:

Proposals Due	December 28, 2018
Award of Proposed Project	January, 2019
Complete Design Phase	February 28, 2019
Bidding Phase	To be Determined by the City
Construction Oversight Phase	June – August, 2019

INSURANCE

Cedar will provide a Certificate of Insurance, per the City's requirements, at the time of contract execution.

DELIVERY

Cedar will provide the deliverables as listed in the Delivery section of the RFP.

CONTRACT

The consultant agreement for professional services will be prepared by the City utilizing their standard formatting for review and execution by Cedar.

In closing, Cedar looks forward to the opportunity to provide these design and consulting services to the City of De Pere. Please do not hesitate to call if you have questions or would require additional information regarding our proposal.

Sincerely,

CEDAR CORPORATION

Thad Majkowski, P.E.
Director

TM/cp

cc: Russ Jensen, P.E., Muermann Engineering
Eric Rakers, City Engineer, City of De Pere

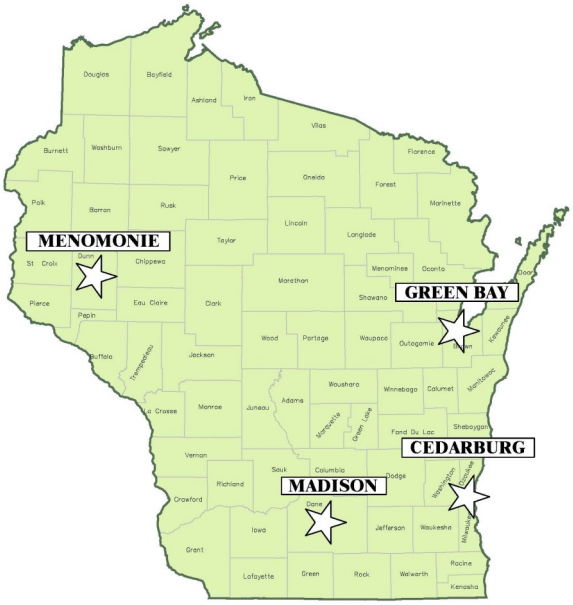
Attachment: Exhibit B- SW Park SF Lighting - Letter Proposal-CedarCorp (7814 : Reso #19-12 Authorizing Agreement with Cedar Corporation

Appendix A: Company Information

Attachment: Exhibit B- SW Park SF Lighting - Letter Proposal-CedarCorp (7814 : Reso #19-12 Authorizing Agreement with Cedar Corporation

PROFESSIONAL SERVICES

Since 1975
85 Employees
4 Office Locations
Full-Service Design Firm



- CIVIL/MUNICIPAL ENGINEERING
- SURVEYING/GPS/GIS
- ARCHITECTURE
- WASTEWATER SERVICES
- TRANSPORTATION
- STRUCTURAL ENGINEERING
- WATER RESOURCE SERVICES
- ENVIRONMENTAL SERVICES
- LANDSCAPE ARCHITECTURE
- GRANTS/FUNDING ASSISTANCE
- PLANNING/ECONOMIC DEVELOPMENT

Attachment: Exhibit B- SW Park SF Lighting - Letter Proposal-CedarCorp (7814 : Reso #19-12 Authorizing Agreement with Cedar Corporation

Corporate Profile

OVERVIEW

Our mission, as a full service design and engineering firm, is to provide the highest standards of design excellence and service to our clients. Our goal is to develop a team relationship between our clients and our staff. We possess the technical expertise necessary to meet the demands of our clients on a timely basis and within budget guidelines.

Repeat business with numerous public and private clients attests to our ability to assemble a team concept with our clients working within their guidelines. Confident of this, we respectfully submit this summary of Cedar Corporation for your review.

SERVICES

Cedar Corporation is a professional service firm with disciplines in engineering, architecture, environmental repair, planning, landscape architecture, and land surveying. Founded in 1975, the company has grown in size and stature to its present staff of 85. Our staff is dedicated to the principles on which the firm was developed: professionalism, state-of-the-art technology, and exemplary service to clients. We have continued to grow because of our commitment to comprehensive service and good communication with our clients.

STAFF RESOURCES

Our staff resources include 21 Professional Engineers, 2 Licensed Wastewater Treatment Facility Operators, 2 Licensed Water System Operators, 3 Professional Land Surveyors, 5 Planners, 1 Economic Development Specialist, 2 Registered Architects, 1 Interior Designer, 1 Registered Landscape Architect, 3 Professional Geologists, 3 Environmental Specialists, 1 Hazardous Materials Manager, and a strong support staff of technicians and administrative personnel. All of these individuals take pride in continuing education course work to stay abreast of current developments within their professions. To provide a work setting that meets the challenges of the industry, as well as the skill levels of the employees, the company maintains a state-of-the-art computer network and related technology.

LOCATION

Cedar Corporation's corporate headquarters is located in Menomonie, Wisconsin. To better serve our clients, we have additional offices located in Madison, Green Bay, and Cedarburg, Wisconsin.

PHILOSOPHY

Cedar Corporation undertakes each project with a pledge to our clients that they will receive the best value-per-dollar spent on their projects. We recognize that our clients are most concerned with three major issues as they engage the services of consultants – quality, timeliness, cost.

Quality

Cedar Corporation is committed to providing our clients with the best solutions, satisfying the programmatic parameters. We strive to provide the best service to our clients by promoting excellence within our own firm.

Timeliness

Equal in importance to quality is timeliness. This is critical for the client in making swift and accurate decisions regarding project development. The success or demise of a project is tied directly to the timing of the documents necessary for funding, municipal approvals, and construction. As important as any design issue is scheduling; we have the flexibility to mobilize our resources according to the demands of the project and maintain continuity of its development.

Cost

The project budget is based on the scope of services provided. Cost estimating will verify compliance with the established budgets or, in some cases, point out programmatic or design deficiencies. Through our experience and industry aids, we have an exemplary record of predicting costs of our services and of construction costs—well within industry standards.

The issues of timeliness and cost are interlocked with each one influencing the project as a whole, as well as each other. We recognize this relationship and consider each to be critical to the success of the project while also being the judge of our performance. It is this attention to our clients' concerns that sets Cedar Corporation apart from our peers—we pledge to you our commitment to excellent service.

Attachment: Exhibit B- SW Park SF Lighting - Letter Proposal-CedarCorp (7814 : Reso #19-12 Authorizing Agreement with Cedar Corporation

Professional Services

CIVIL/MUNICIPAL ENGINEERING
- Streets, Roads, and Highways
- Water Supply, Storage, Distribution
- Municipal Engineering
- Site Selection Studies
- Traffic Studies
- Storm Water Management
- Industrial Park Layout
- Flood Control Analysis
- Solid Waste
- Cost Estimating

STRUCTURAL ENGINEERING
- Bridge Design
- Bridge Inspections
- Construction Inspection
- Dam Design and Analysis
- Building Design and Analysis
- Structural Assessments
- Foundation Design and Analysis

WASTEWATER SERVICES
- Facility Planning
- Wastewater Treatment Facility Design
- Construction Services

PLANNING/ECONOMIC DEVELOPMENT
- Municipal Comprehensive Plans
- Block Grants
- Public Facility Grants
- Feasibility Studies
- Relocation Plans
- Redevelopment Planning
- Economic Development Strategies
- Identification of Project Funding
- Public Information Surveys
- Mapping/GIS
- Funding Assistance/Project Proformas
- Impact Fees
- Tax Incremental Finance Districts

SURVEYING
- Plats and Subdivisions
- Property Surveys
- GPS Surveys
- Topographic and Site Surveys
- Aerial Control Surveys
- Re-Monumentation Surveys
- Right-of-Way Plats
- County and Transportation Project Plats (TPP)

ARCHITECTURE
- Industrial, Commercial, Retail Design
- Municipal Buildings
- Libraries
- Educational
- Religious
- Recreation
- Multi-family Residential
- Nursing Homes and Congregate Care
- EMS and Fire Stations
- Fire Protection Systems
- Fire Alarm Design
- Building Envelope/Energy Retrofit
- Heat Recovery Systems
- Energy Management Studies
- Plumbing and HVAC Design
- Adaptive Re-use
- Retrofit Design

ENVIRONMENTAL SERVICES
- Phase I and Phase II Site Assessments
- Environmental Investigations
- Asbestos and Lead Assessment and Monitoring
- Soil and Groundwater Remediation Design
- Monitoring - Air, Water, Noise, Particulate
- Hazardous Building Materials Assessments and Abatement Oversight
- Building Deconstruction Planning and Oversight
- Spill Prevention Control and Countermeasure Planning

LANDSCAPE ARCHITECTURE
- Site Design
- Park/Recreation Planning and Design
- Urban Streetscapes
- Planting Design
- Hydraulic Analysis
- Erosion Control Design

WATER RESOURCE SERVICES
- Analytical Modeling
- Water Quantity, Quality
- Wetland Delineation, Mitigation and Monitoring
- Storm Water Erosion Control
- Shoreline Restoration
- Storm Water: Best Management Practices
- Storm Water Pollution Prevention Planning

Attachment: Exhibit B- SW Park SF Lighting - Letter Proposal-CedarCorp (7814 : Reso #19-12 Authorizing Agreement with Cedar Corporation

MUERMANN ENGINEERING

Solid planning, superior solutions

Muermann Engineering, LLC, is a registered, insured professional consulting firm providing engineering design services for over thirty years. Founded in 1987, the company has steadily grown to include over 25 employees in three office locations. Our headquarters are located at 116 Fremont Street in Kiel, Wisconsin. We also have a Milwaukee-area office at W227 N16867 Tillie Lake Court in Jackson, and a Green Bay-area office located at 107 N Broadway in De Pere.

Our wide expertise in electrical, lighting, telecommunications, plumbing, fire protection, and HVAC technologies allows us to proficiently serve a number of market sectors including: commercial, educational, financial institutions, healthcare, hospitality/water parks, housing, industrial, municipal, religious institutions, retail, and wastewater/water treatment.

Muermann Engineering is a select group of engineers, technicians, and support staff recruited for their ability to independently handle most aspects of complex projects and work under tight deadlines. Our project managers are engineering professionals who are directly involved in the performance of the work and who have complete control of the project and any necessary support staff. Additional support staff is available to our project managers in many areas of technical expertise.

To make this high level of service possible, Muermann Engineering places an emphasis on professional development and continuing education. We meet the evolving demands of our clients and remain up-to-date with the exciting developments in lighting systems, energy conservation, automated control systems, and power distribution technology.

Muermann Engineering staff consists of the following:

Engineering:
- 5 Licensed Professional Engineers
- 3 Graduate Electrical Engineers
- 2 Graduate Plumbing Engineer
- 3 Licensed Electrical Designers
- 4 Licensed Plumbing Designers
- 1 Licensed HVAC Designer
- 1 Master Plumber

Technical:
- 5 CAD/Graphics Technicians

Support:
- 1 Administrative Assistant
- 1 Business Manager
- 1 Accounting Assistant

116 Fremont St.
Kiel, WI 53042
(920) 894-7800

W227 N16867 Tillie Lake Ct., Ste. 202
Jackson, WI 53037
(262) 677-4588

107 N Broadway
De Pere, WI 54115
(920) 592-9630

Attachment: Exhibit B- SW Park SF Lighting - Letter Proposal-CedarCorp (7814 : Reso #19-12 Authorizing Agreement with Cedar Corporation

Appendix B: Similar Projects

Attachment: Exhibit B- SW Park SF Lighting - Letter Proposal-CedarCorp (7814 : Reso #19-12 Authorizing Agreement with Cedar Corporation

ATHLETIC FACILITIES/FIELD LIGHTING

• Appleton North High Athletic Field	Appleton, WI
• Ashley Field	Sun Prairie, WI
• Bloomer Athletic Concession/Restroom	Bloomer, WI
• Brown Deer High School Football Field	Brown Deer, WI
• Clintonville Athletic Field	Clintonville, WI
• Colby Athletic Field - 1999, 2000	Colby, WI
• Columbus Family Aquatic Center	Columbus, WI
• Community Softball Field	North Fond du Lac, WI
• Concordia College Field House	Concordia, WI
• DeBroux Park Field	Bellevue, WI
• De Pere Athletic Complexes	De Pere, WI
• Elkhorn Field Lighting	Elkhorn, WI
• Eau Claire Athletic Field Lighting - 1999	Eau Claire, WI
• Franklin Athletic Complex	Franklin, WI
• J.J. Turner High School Athletic Field	Beloit, WI
• Fond du Lac Aquatic Center	Fond du Lac, WI
• Fond du Lac Ice Arena	Fond du Lac, WI
• Hartford Softball Field	Hartford, WI
• Hilbert Park Baseball Field Lighting	Hilbert, WI
• Horicon Aquatic Center	Horicon, WI
• Howards Grove Athletic Facilities	Howards Grove, WI
• Jackson Hickory Park Pavilion	Jackson, WI
• Jefferson Pool	Jefferson, WI
• Josten Park Baseball Field Lighting	Bellevue, WI
• Kimberly High School Soccer Fields	Kimberly, WI
• Ledgeview Soccer Field	De Pere, WI
• Little Chute High School Athletic Fields	Little Chute, WI
• Lomira High School Football Field	Lomira, WI
• Manitowoc Football Field Relighting	Manitowoc, WI
• Manitowoc Soccer Field	Manitowoc, WI
• Mauston Athletic Field Redevelopment	Mauston, WI
• Merrill High School Football Field	Merrill, WI
• Middleton Baseball Field Lighting	Middleton, WI
• Minocqua Sports Complex	Minocqua, WI
• Mt. Horeb Athletic Field Lighting	Mt. Horeb, WI
• Mukwonago High School Athletic Field	Mukwonago, WI
• Muskego School Field Lighting	Muskego, WI
• New London Football Field	New London, WI
• Northland College Athletic Field	Ashland, WI
• Oconomowoc Athletic Field	Oconomowoc, WI
• Osceola High School Pool	Osceola, WI
• Oriole Athletic Complex	North Fond du Lac, WI
• Platteville Aquatic Center	Platteville, WI
• Pewaukee Sports Complex	Pewaukee, WI
• Pekin Park Sports Complex	Pekin, IL
• Prairie du Chien Ballfield Lighting	Prairie du Chien, WI
• Pulaski High School Athletic Field Lighting	Pulaski, WI
• Quit Qui Oc Athletic Field	Quit Qui Oc, WI

• Reedsburg Athletic Complex	Reedsburg, WI
• Richland Center Athletic Fields	Richland Center, WI
• Seymour School Football Field	Seymour, WI
• Sheboygan Falls High School Pool	Sheboygan Falls, WI
• Sheboygan Field Lighting	Sheboygan, WI
• Stanley Boyd Field Concession	Stanley, WI
• Sturgeon Bay Athletic Field Lighting	Sturgeon Bay, WI
• St. Francis School Pool	St. Francis, WI
• St. Mary's Central Middle School Baseball Field	Menasha, WI
• Two Rivers High School Athletic Field	Two Rivers, WI
• UW Green Bay Athletic Fields Complex	Green Bay, WI
• UW Green Bay Soccer Field Lighting	Green Bay, WI
• UW Oshkosh – Titan Softball Stadium	Oshkosh, WI
• UW Parkside Athletic Complex	Parkside, WI
• Waunakee Football Field Relighting	Waunakee, WI
• Westfield Baseball Park	Westfield, WI
• Whitewater High School Athletic Fields	Whitewater, WI
• Whitnall High School Athletic Field	Greenfield, WI

Appendix C: Proposed Fee Schedule

Attachment: Exhibit B- SW Park SF Lighting - Letter Proposal-CedarCorp (7814 : Reso #19-12 Authorizing Agreement with Cedar Corporation

Proposed Fee Schedule

Company Name: Cedar Corporation

Company Address: 1695 Bellevue Street

Company Address: Green Bay, WI 54311

Company Representative: Thad Majkowski, P.E.

Signature:

Item		Fee
Soccer Lighting Design and installation at Southwest Park		
Kickoff Meeting with City Staff. Gather Existing Information and Perform a Site Visit	$	800.00
Plan and Technical Specifications	$	9,900.00*
Construction Oversight (pre-con meeting, on-site visits, and final walk through)	$	3,000.00
Total Fee	$	13,700.00

*Geotechnical Services are a direct bill to the City and not included in this cost. Estimated to be $2,175.00.

1150 Springhurst Drive, Suite 201
Green Bay, WI 54304-5950
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com

GRAEF

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December 28, 2018

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

SUBJECT: Lighting System at Southwest Park Soccer Field
Proposal for Professional Services

Dear Marty:

We are very pleased to provide you with this proposal for professional services.

This proposal is for Design and Consulting Services for Soccer Lights at Southwest Park (Project). As we understand, should we be fortunate enough to be selected, then the City of De Pere Standard Contract would be utilized as our Agreement.

GRAEF is a multi-discipline full service engineering consulting firm established in 1961 in Milwaukee and now has 8 offices in multiple states and over 260 employees. Your project will be led out of our local office in Ashwaubenon Wisconsin. This office, where the electrical project manager is located, is supported by an electrical group in our corporate headquarters in Milwaukee. All work will be completed by GRAEF staff including any structural design and analysis that may be needed

It is our understanding that the nature of the Project is to design a lighting system on the City's premier soccer field located in Southwest Park, 2472 Lawrence Drive, De Pere. The design is to include re-use of the City's existing six poles, lighting mast's arms and twenty-eight High Intensity Discharge (HID) light fixtures to illuminate the Soccer Field. The scope of the work also includes determining the best source and location of power for this lighting system. Deliverables include providing plans and specifications for bidding out to contractors.

The person that will be managing this project is Kurt Barnard, PE. Kurt is a Wisconsin registered Electrical Professional Engineer with over thirty years of lighting experience. Projects that he has worked on, while at GRAEF, include the Bullfrog Baseball Stadium in Ashwaubenon and Longfellow School Softball Field lighting project in Wauwatosa. GRAEF has also done the Akzo Nobel softball field in Howard.

For this Project, GRAEF proposes to provide the following Basic Services:

Design Phase

1. Conduct an initial meeting with City staff to go over the details of the project and confirm bidding and construction schedule.
2. Gather existing information on the park and perform a site visit.

Attachment: Southwest Park Soccer Field lights CD-Bid-CA Proposal Letter_FINAL with Attachments_12-28-18 (7814 : Reso #19-12 Authorizing

3. Develop plans and electrical technical specifications for the installation of the Lighting System.
4. Attend one (1) meeting with City staff to go over the design near the completion of the design.
5. Provide our opinion of the construction cost estimate for the project.

Bidding Phase

1. Attend the Pre-Construction meeting with the contractors.
2. Answer questions from potential bidders.
3. Issue addendums, if necessary.

Construction Phase

1. Provide interpretation of the plans/specifications.
2. Administer a Preconstruction Conference.
3. Prepare Change Orders, as necessary.
4. Administer a Close Out meeting with the contractor and City of De Pere.
5. Review shop drawings and manufacturers data review for conformance with the Contract Documents.
6. Complete two (2) site visits at selected intervals to review the work for general conformance with the Contract Documents.
7. The Construction Phase is anticipated to last 6 to 7 weeks.

GRAEF will endeavor to perform the Basic Services in conformance to the following schedule:

- Final preparation/assembly of Bidding Documents – on or about February 28, 2019
- Bidding Services – March 11, 2019 to April 2, 2019.
- Construction Services – anticipated for summer 2019

GRAEF can provide a scope and fee for Additional Services upon request. Additional Services include:

- Post-construction as-built survey
- Power to the existing Concession Stand located near the Pony League Diamond.
- Additional meetings or site visits the exceed the numbers above.

It is our understanding that you will provide the following services, items and/or information:

- Preparation of front end (Division 0 and 1) of the Project Manual and assembly of Bidding Documents.
- Preparation/printing/assembly of the requisite number of contracts for execution.
- Costs associated with advertising/posting the project.
- Contracting directly with and paying for a testing firm for any construction testing desired outside that required by the Contractor via the Bidding Documents.
- Input on plans and specifications
- Bidding the project and posting on Quest

Attachment: Southwest Park Soccer Field lights CD-Bid-CA Proposal Letter_FINAL with Attachments_12-28-18 (7814 : Reso #19-12 Authorizing

Attachment: Southwest Park Soccer Field lights CD-Bid-CA Proposal Letter_FINAL with Attachments_12-28-18 (7814 : Reso #19-12 Authorizing

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You agree to compensate GRAEF for all basic services for the Lump Sum Fee of $20,400.

Per your request the Lump Sum Fee can be further broken down as follows:

- Kickoff meeting and gather existing information and make site visit: $1,800
- Plans and Technical specifications: $9,900
- Construction Oversight: $8,700

We look forward to working with you on this great project. Please call us at 920-405-3803 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

Kurt Barnard, P.E.
Senior Project Manager

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

G:\Mkt\Proposals & SOQs\GB\MUN\De Pere, City\Southwest Park Soccer Field Lighting_20_1218

Proposed Fee Schedule

Company Name: GRAEF-USA, Inc.

Company Address: 1150 Springhurst Dr., Ste 201

Company Address: Green Bay, WI 54304

Company Representative: Patrick J. Skalecki, P.E., Principal/Green Bay Office Manager

Signature: Patrick J. Skalecki

Item		Fee
Soccer Lighting Design and installation at Southwest Park		
Kickoff Meeting with City Staff. Gather Existing Information and Perform a Site Visit	$ 1,800.00	
Plan and Technical Specifications	$ 9,900.00	
Construction Oversight (pre-con meeting, on-site visits, and final walk through)	$ 8,700.00	
Total Fee	$ 20,400.00	

Attachment: Southwest Park Soccer Field lights CD-Bid-CA Proposal Letter_FINAL with Attachments_12-28-18 (7814 : Reso #19-12 Authorizing

GRAEF's Field Lighting References

Hart Park Athletic Complex – Wauwatosa, WI
American Sports Builders Association Single Field Award in 2010
City of Wauwatosa
Bill Wehrley
City Engineer
414.479.8929
wwehrley@wauwatosa.net

St. Augustine Preparatory Academy – Milwaukee, WI
2018 Winner in The Business Journal Real Estate Awards
Project included outdoor soccer fields
Korb + Associates Architects
Jason Korb
414.273.8230
jkorb@kaa-arch.com

Milwaukee Public Schools South & Custer Stadiums – Milwaukee, WI
Lighting for football and soccer
American Design Inc.
John Williams
858.230.6211
jtw@american-design.net

Longfellow Middle School Softball Fields
Wauwatosa School District
Melissa Nettesheim
414.773.1052
nettesme@wauwatosa.k12.wi.us

Ashwaubenon Ballpark
Pendulum
Jonathan O'Neil Cole
816.335.3030

Ripon College Field House – Ripon, WI (2016)
Kahler Slater
Judy Pauley
414.290.3881
jpauley@kahlerslater.com

Attachment: Southwest Park Soccer Field lights CD-Bid-CA Proposal Letter_FINAL with Attachments_12-28-18 (7814 : Reso #19-12 Authorizing

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**February 5, 2019**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Resolution #19-13 Authorizing Education Services Agreement Between the City of De Pere and BayCare Aurora, LLC d/b/a Aurora BayCare Medical Center (Heart Saver AED).**

All police department members are certified in Cardio Pulmonary Resuscitation (CPR) and Automatic Electronic Defibrillator's (AED) and must maintain certification by Department of Justice law enforcement standards. The department CPR/AED cards are expiring in March of 2019 and need to be renewed. Department personnel have been working with Aurora Baycare Medical Center (ABMC) since September to develop an agreement so ABMC can supply instructors and supplies for training in February. The attached agreement is the result. Due to the short time frame of the required training and the recently received agreement, the agreement is being forwarded just to the common council instead of the finance committee first.

The city attorney has not yet reviewed the agreement and any approval by the common council would be contingent on the approval of the agreement by the city attorney. I am also requesting the council approve the police chief to be the signer of the agreement.

Please consider approving the agreement for services by ABMC to the police department, contingent on approval by the city attorney and having the police chief sign the document.

ATTACHMENTS:

- Reso19-13 (DOCX)
- ABMC De Pere Police Department HS-AED Education Agreement v4 (DOCX)

RESOLUTION #19-13

AUTHORIZING EDUCATION SERVICES AGREEMENT BETWEEN THE CITY OF DE PERE AND BAYCARE AURORA, LLC, d/b/a AURORA BAYCARE MEDICAL CENTER
(Heart Saver AED)

WHEREAS, Department of Justice law enforcement standards require continuing education for police department members in order to maintain certification eligibility requirements for Cardio Pulmonary Resuscitation (CPR) and Electronic Defibrillators (AED); and

WHEREAS, BayCare Aurora, LLC, d/b/a Aurora BayCare Medical Center ("ABMC") offers education services to health care providers on various subjects by qualified physicians with appropriate experience and training; and

WHEREAS, City wishes to contract with ABMC on an independent contractor basis to offer Heart Saver AED continuing medical education training for City Police Department employees; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Chief of Police is authorized and directed to execute the Education Services Agreement (Heart Saver AED), together with such amendments and renewals thereof provided the same are substantively similar and the services have been properly budgeted therefore.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of February, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____
Nays:_____

Attachment: Reso19-13 (7806 : Resolution #19-13 Authorizing Education Services Agreement with Aurora)

EDUCATION SERVICES AGREEMENT
(Heart Saver AED)

This **EDUCATION SERVICES AGREEMENT** (the "Agreement") is made and effective as of the 1st day of January, 2019 (the "Effective Date") by and between **BayCare Aurora, LLC**, a Wisconsin limited liability company, **d/b/a Aurora BayCare Medical Center**, ("ABMC") and **City of De Pere on behalf of its Police Department** ("Department").

Recitals

A. ABMC is an American Heart Association ("AHA") training site that follows the current published guidelines and provides education services to health care providers in various subjects.

B. Department wishes to contract with ABMC, on an independent contractor basis, for Heart Saver AED ("HS-AED") training for Department employees.

C. ABMC employs HS-AED instructors who have the appropriate experience and certification to provide such training as herein described.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Responsibilities of ABMC**

1.1 Provision of Services. ABMC agrees to provide instructors employed by ABMC, who are HS-AED-certified, to provide HS-AED training to Department as set forth in Exhibit A, attached hereto and incorporated herein, ("Services"). ABMC agrees to conduct all courses in compliance with AHA rules and guidelines as outlined in the AHA Program Administration Manual. ABMC agrees to provide the number of instructors for class size based on the AHA ratio requirements.

1.2 No Patient Care Services Provided. The parties acknowledge and agree that this Agreement does not cover or include the provision of direct patient care services.

1.3 Equipment and Facilities. ABMC will provide: (a) all documents and equipment necessary to perform the Services, (b) HS-AED certification cards for participants, (c) updates for the AHA resuscitation guidelines when they become available, and (d) facilities and space to permit the provision of the Services.

2. **Responsibilities of Department**

2.1 Training Opportunities. Department shall make opportunities available to its personnel to enroll in the training courses. Department may communicate information about the Services, but Department is under no obligation to endorse the Services or mandate or

enforce participation. It is understood that ABMC cannot conduct courses for fewer than six (6) participants or more than eighteen (18) participants in a session.

2.2 Equipment and Facilities. If Services are provided at Department's location, Department agrees to provide ABMC with a DVD player and a classroom adequate for the number of participants.

3. **Compensation**

ABMC and Department agree that, as sole compensation for ABMC's Services pursuant to this Agreement, Department shall pay ABMC as set forth in Exhibit A. The parties also agree that the fee paid is for the number of participants scheduled, regardless of the actual number of attendees. The parties acknowledge and agree that the compensation paid to ABMC is fair market value and commercially reasonable for the Services performed hereunder. Additionally, the parties understand that ABMC does not profit from the provision of Services, and the compensation quoted solely covers the cost of operating the course. Notwithstanding Exhibit A, ABMC may, from time to time, increase or decrease the compensation for requested Services based on the costs of operating the course. These changes shall be communicated to Department prior to implementation.

4. **Term and Termination**

4.1 Term. The term of this Agreement shall commence as of the Effective Date set forth above and continue until terminated as provided herein.

4.2 Termination. Department and ABMC may terminate this Agreement at any time, for any reason, upon written notice to the other party.

5. **Miscellaneous**

5.1 Independent Contractors. Notwithstanding any other provision to this Agreement, it is expressly acknowledged and agreed by the parties hereto that ABMC is an independent contractor with respect to Department and that nothing in this Agreement is intended, or shall be construed, to create an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship.

5.2 Assignment and Amendment. The assignment of this Agreement is prohibited without express prior written approval by the other party. This Agreement may be amended during its term only in writing signed by both Department and ABMC.

5.3 No Payment for Referral. It is understood and agreed that no payment is being made hereunder to induce or encourage any referral. Each party is free to make referrals to any party such party determines is appropriate and there is no understanding or intent, expressed or implied, concerning referrals between the parties. The arrangement rather is paying fair market value for services to be rendered.

5.4 Notices. Notices or communications required or permitted to be given under this Agreement shall be given to the respective parties by hand delivery, recognized

overnight delivery service, or registered/certified mail at the addresses set forth in Exhibit A. Either party may change the address for notice by a notice given in conformance with this section.

5.5 Counterparts. Agreement may be executed in counterparts, any one of which need not contain the signature of more than one party, but all of which, together, shall comprise one and the same agreement. Electronic copies shall be deemed to be as valid as the original.

5.6 Compliance with Laws. Each party hereto warrants that it will adhere to and comply with all applicable federal, state and local laws.

5.7 Severability. Each party hereto warrants that it will adhere to and comply with all applicable federal, state and local laws. Except as otherwise stated, the provisions of this Agreement are severable, and if any provision is held to be invalid, unenforceable, or illegal under the law applicable thereto, such provision shall be deemed deleted from this Agreement without otherwise affecting or prejudicing the validity, legality, enforceability, or interpretation of the remaining provisions hereof.

5.8 Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin, excluding its choice of law principles.

IN WITNESS WHEREOF, this Agreement has been executed as of the dates set forth below to be effective as of the Effective Date.

BayCare Aurora, LLC	**City of De Pere**
By_____	By_____
Name_____	Name_____
Title_____	Title_____
Date:_____	Date:_____

Attachment: ABMC De Pere Police Department HS-AED Education Agreement v4 (7806 : Resolution #19-13 Authorizing Education Services

Exhibit A

Training: Heart Saver AED Class

Dates of Training: As mutually agreed upon by ABMC and Department

Length of Training: 2-hour class for up to 18 individuals

Fees: Per Fee Schedule below. Payment is non-refundable should participants fail to attend the training.

Fee Schedule for 2019:

# of participants	6	7	8	9	10	11	12	13	14	15	16	17	18
Course Duration: 2 hours Course Location: Department	$201	$235	$268	$302	$585	$644	$702	$761	$819	$1253	$1336	$1420	$1503
Course Duration: 2 hours Course Location: ABMC	$177	$207	$236	$266	$545	$600	$654	$709	$763	$1193	$1272	$1352	$1431

Fee Schedule for 2020 and Subsequent Years: Annually, a three percent (3%) increase shall be applied to the compensation to account for inflation, merit and other cost fluctuations.

Timing of Payment: Payment will be made in full prior to the training date.

Notices:

If to ABMC, to: Aurora BayCare Medical Center
Attn: President
2845 Greenbrier Road
Green Bay, WI 54311

With a copy to: Advocate Aurora Health, Inc.
Attn: Chief Legal Officer
750 West Virginia Street
Milwaukee, WI 53204

If to Department, to: De Pere Police Department
Attn: Police Chief
325 S. Broadway
De Pere, WI 54115

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**February 5, 2019**
DEPARTMENT:	**Board of Public Works**
FROM:	**Peter Schleinz**
SUBJECT:	**Resolution #19-14 Authorizing Release of Utility Easements (Parcel WD-D0218-2; Ninth Street).**

The Board of Public Works, on December 10, 2018, recommended approval of the easement release by a unanimous vote of 5-0.

ATTACHMENTS:

- Reso19-14 (DOCX)
- Release of 12' Public Utility Easement - Ninth Street (DOCX)
- Exhibit A (PDF)
- Revised Report to Board of Public Works - Easement Release - 500 BLK 9th (DOCX)
- Application Form (PDF)
- Exhibit Legal (DOCX)

RESOLUTION #19-14

AUTHORIZING RELEASE OF UTILITY EASEMENTS
(Parcel WD-D0218-2; Ninth Street)

WHEREAS, 12' and 6' public utility easements were established in 1990 by Volume 22 Certified Survey Maps, page 188, Brown County Map No. 3841 along the 500 Block of Ninth Street located southwest from its intersection with Grant Street; and

WHEREAS, the owner of the real property identified as Parcel WD-D0218-2 has requested that the utility easements be vacated to facilitate planned future construction on such property; and

WHEREAS, it has been determined that the utility easements are not needed as they will be replaced by a street fronted utility easement along Ninth and Grant Streets defined in a Certified Survey Map (CSM) to be recorded immediately after this Release is recorded; and

WHEREAS, the Board of Public Works has reviewed such release of the utility easement, determined said easements are not necessary for City purposes, and recommends approval of releasing the same.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Partial Release of Utility Easement attached hereto and incorporated as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of February, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso19-14 (7734 : Resoluttion #19-14 Authorizing Release of Utility Easements (Parcel WD-D0218-2; Ninth Street))

Document Number

PARTIAL RELEASE OF UTILITY EASEMENT

The **City of De Pere**, a Wisconsin municipal corporation, hereby releases its rights, title and interest under the certain public utility easement affecting the following described real property:

A twelve (12) foot wide public utility easement being located in part of Lot 2 of Volume 22, Certified Survey Maps, Page 188, Map No. 3841, Document No. 1204138, Brown County Records, and vacated Right-of-Way of "South Ninth Street" being described in Document No. 2832014, Brown County Records, all being in part of the Northeast ¼ of the Northeast ¼ of Section 29, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin, more fully described as follows:

Beginning at the Northeast Corner of Lot 2, Volume 22, Certified Survey Maps, Page 188, Map No. 3841, Document No. 1204138, Brown County Records; thence 16.68 feet along the South Right-of-Way of County Trunk Highway "EE", also known as "Grant Street", being the arc of a 53.40 foot radius curve to the right whose long chord bears S64°55'16"E, 16.61 feet; thence 19.42 feet along said South Right-of-Way and its extension being the West Right-of-Way of "South Ninth Street" being the arc of a 30.00 foot radius curve to the right whose long chord bears S37°26'00"E, 19.08 feet; thence S18°53'26"E, 23.00 feet along said West Right-of-Way; thence 10.11 feet along said West Right-of-Way being the arc of a 30.00 foot radius curve to the right whose long chord bears S09°14'13"E, 10.06 feet; thence S00°25'00"W, 146.42 feet along said West Right-of-Way; thence N89°30'34"W, 46.40 feet along the South Line of said Lot 2; thence N00°04'03"W, 200.00 feet to said South Right-of-Way; thence S89°30'34"E, 12.00 feet along said South Right-of-Way to the Point of Beginning.

This space is reserved for recording data

Return to

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

Parcel Identification Number/Tax Key Number

Part of WD-D0218-2

A map showing the area to be discontinued is attached hereto and incorporated herein by reference as Exhibit A.

Signed this _____ day of _____, 2019.

CITY OF DE PERE
By:

_____
Michael J. Walsh, Mayor

_____
Shana D. Ledvina, Clerk-Treasurer

State of Wisconsin)
) ss.
Brown County)

This instrument was acknowledged before me on this ____day of _____, 2019 by the above named person(s), Michael J. Walsh and Shana D. Ledvina.

_____
(Signature, Notary Public, State of Wisconsin)

(SEAL)

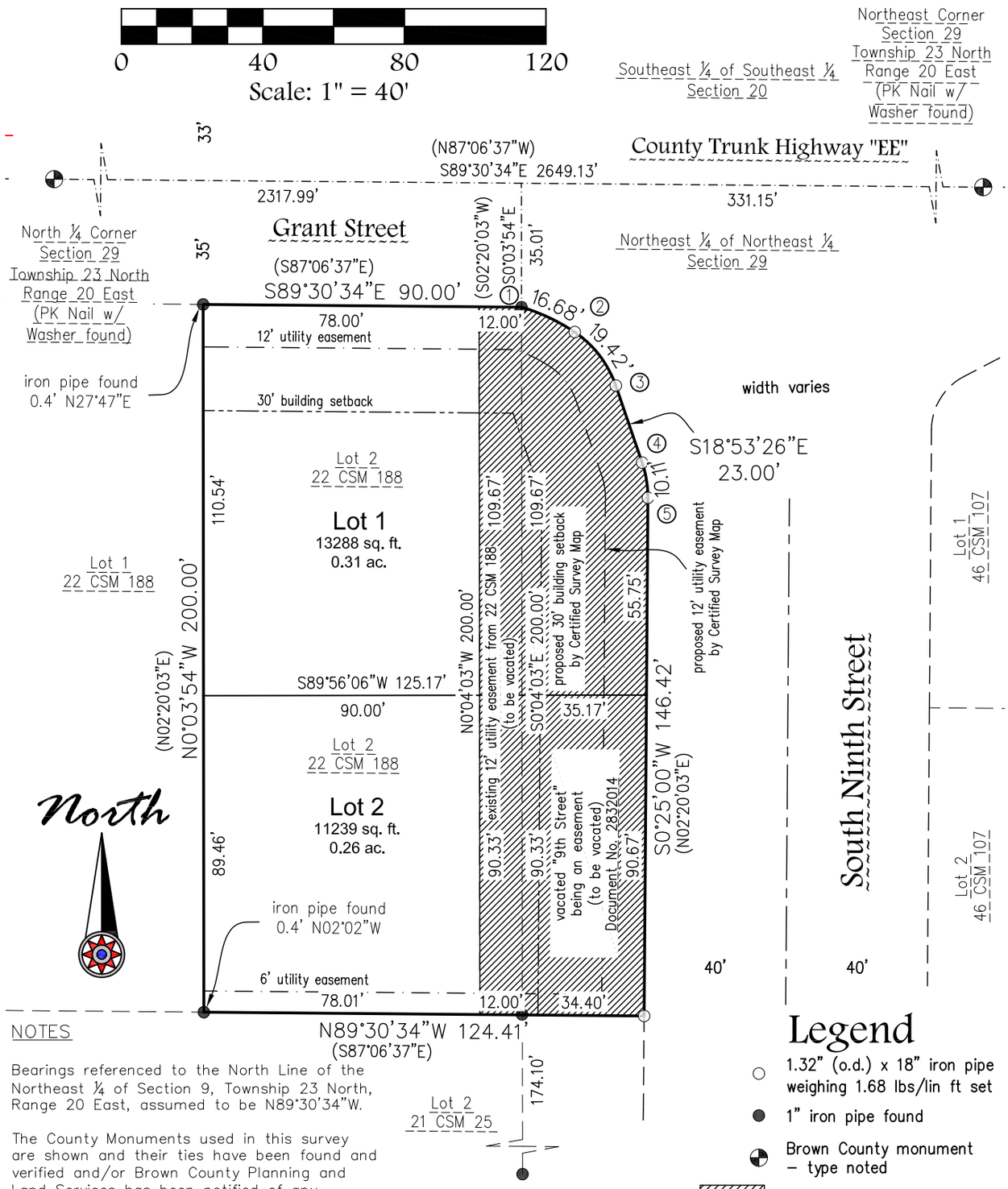
_____
(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: _____

This document was drafted by Judith Schmidt-Lehman.

Easement Vacation Exhibit

All of Lot 2 of Volume 22, Certified Survey Maps, Page 188, Map No. 3841, Document No. 1204138, Brown County Records, and part of vacated "South Ninth Street" Right-of-Way as described in Document No. 2832014, Brown County Records, all being in the Northeast ¼ of the Northeast ¼ of Section 29, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin.



NOTES

Bearings referenced to the North Line of the Northeast ¼ of Section 9, Township 23 North, Range 20 East, assumed to be N89°30'34"W.

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

Legend

- ○ 1.32" (o.d.) x 18" iron pipe weighing 1.68 lbs/lin ft set
- ● 1" iron pipe found
- Brown County monument – type noted
- existing 12' utility easement

Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1–2	16.68'	53.40'	16.61'	S64°55'16"E	17°53'34"	N73°52'03"W & S55°58'30"E
2–3	19.42'	30.00'	19.08'	S37°26'00"E	37°05'02"	S18°53'29"E & N55°58'30"W
4–5	10.11'	30.00'	10.06'	S09°14'13"E	19°18'16"	S00°24'55"E & N18°53'21"W

Client: Bob Peters
Tax Parcel: WD-D0218-2
Drafted By: ZRH
File: O-23698Exhibit 110518.dwg
Data File: O-23698.txt

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

Sheet One of One
Project No.: O-23698
Drawing No.: L-10549
Fieldwork Completed: 10/23/18

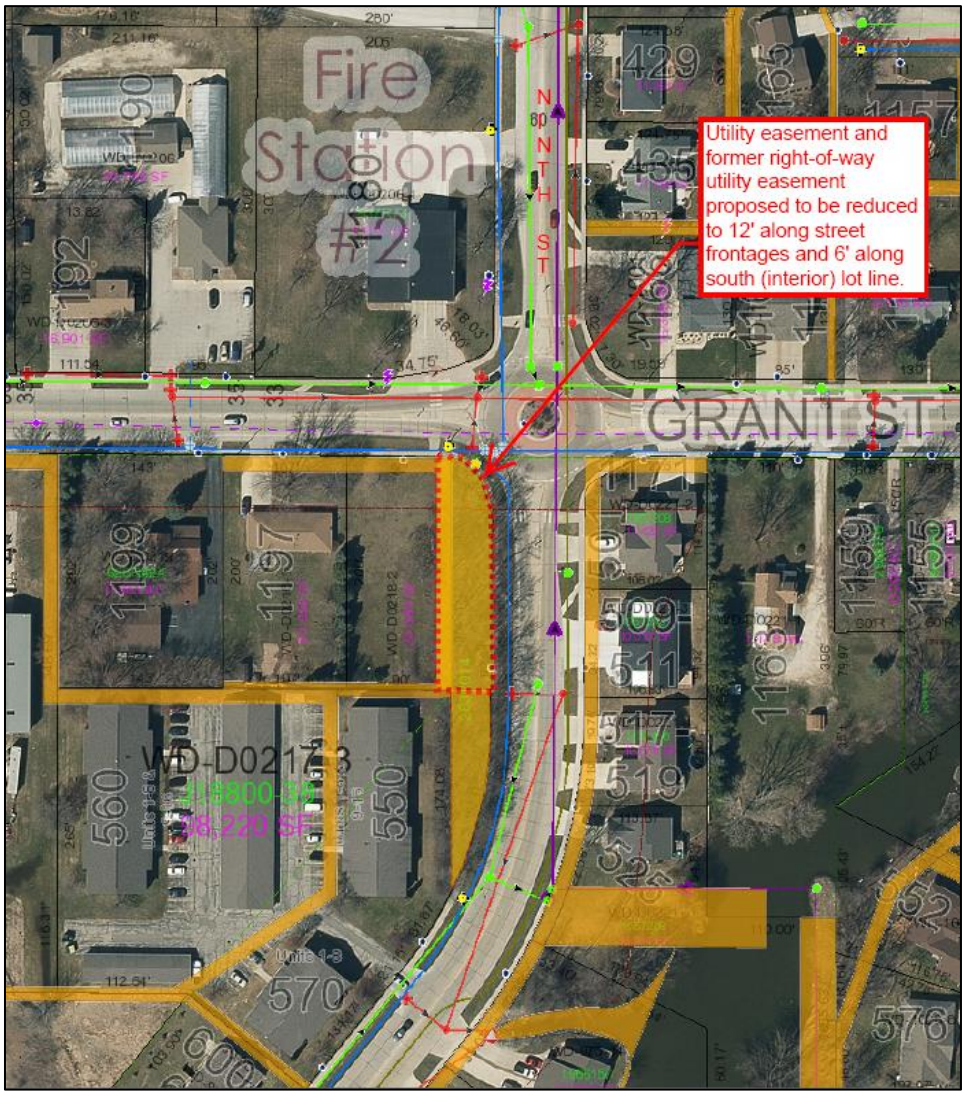
Attachment: Exhibit A (7734 : Resolution #19-14 Authorizing Release of Utility Easements (Parcel WD-D0218-2; Ninth Street))

City of De Pere
Staff Comments

Board of Public Works
December 10, 2018

ITEM: **Recommendation regarding the release of a utility easement and right-of-way easement, to be replaced with typical 12 foot street fronted utility easements and 6 foot side lot line utility easements via certified survey map (CSM), at the 500 BLK Ninth Street (Parcel WD-D0218-2). Submitted by Steven M. Bieda, Mau & Associates, authorized representative for Raymond J. Hoffmann.***

SITE MAP



REQUESTED ACTION: Release/Reduction of Easement Request.*

Release of existing utility easements that will be replaced by typical 12 foot street fronted utility easements along9th Street and Grant Street when a certified survey map is created in the near future.

COMMON DESCRIPTION: 500 BLK S. 9th Street, located southwest from the 9th Street and Grant Street (CTH EE) intersection.

PARCEL NUMBERS: WD-D0218-2

Attachment: Revised Report to Board of Public Works - Easement Release - 500 BLK 9th (7734 : Resolution #19-14 Authorizing Release of

EXISTING ZONING: R-2 (Single and Tow-Family Residence District)

PROPOSED ZONING: No proposed rezoning.

SURROUNDING LAND USES: Fire station, single family & two family residential to the north and east. Single family, two family, & multi-family residential to the south & west

COMPREHENSIVE PLAN: Neighborhood Residential (Including Multi-Family)

APPLICANT/OWNER NAME:

Steven M. Bieda, PLS
Authorized Representative
Mau & Associates LLP
400 Security Boulevard
Green Bay, WI 54313

Owner of Parcel WD-D0218-2
Raymon J. Hoffman
1140 Aldrin Street
De Pere, WI 54115-1258

SITE HISTORY: A 12 foot and 6 foot storm-sewer drainage easement was established on the property in 1990 via certified survey map Volume 22, Page 188 (doc. 1204138).

On July 15, 2018, the Common Council discontinued and vacated a portion of the 9th Street right-of-way, which was a wooded area, via Resolution #18-49. The vacated right-of way was retained as an easement and a portion of the right-of-was was attached to subject Parcel WD-D0218-2.

The property owner proposes to divide the property into two lots and utilize part of the released easement for future development of two duplex buildings.

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, recommendation of the Comprehensive Plan, and proposed future development.

The easement has wooded trees and is for city needs as well as for other utilities (WPS, AT&T, and Spectrum, etc.). The authorized representative has been in contact with non-city utilities regarding the need to retain the easement area. Not all responses have been received yet, but responses as of December 6, 2018, support the request. City Development Services and Engineering staff supports the request as the remaining easement is sufficient for City needs. At this time there are no other know facilities in the easements.

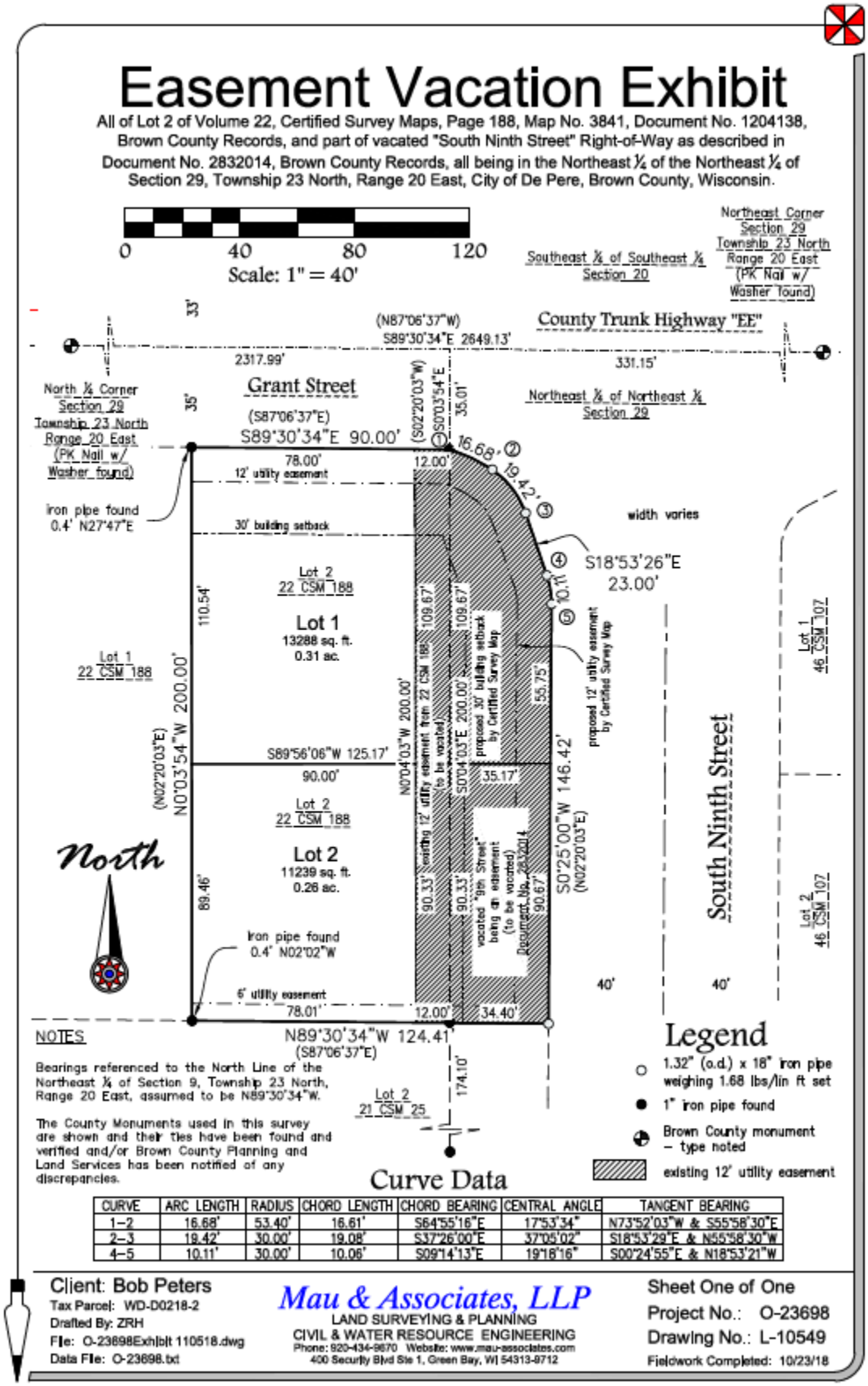
REVIEW PROCESS: For release of easement requests, the Board of Public Works provides a recommendation to the Common Council. The Common Council reviews the release, and if approved, formal Release of Easement documents are prepared by the City Attorney for signing by utilities and recording at the Register of Deeds office. The anticipated review date by Common Council is either December 18, 2018 or January 2, 2019.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the Release of Easement request subject to the following:

1. Subject to release acceptance by any utilities that have authority to utilize the easement.
2. The release of easement should be recorded with the related CSM.

Attachment: Revised Report to Board of Public Works - Easement Release - 500 BLK 9th (7734 : Resoluttion #19-14 Authorizing Release of

EASEMENT EXHIBIT:



CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1–2	16.68'	53.40'	16.61'	S64°55'16"E	17°53'34"	N73°52'03"W & S55°58'30"E
2–3	19.42'	30.00'	19.08'	S37°26'00"E	37°05'02"	S18°53'29"E & N55°58'30"W
4–5	10.11'	30.00'	10.06'	S09°14'13"E	19°18'16"	S00°24'55"E & N18°53'21"W

Attachment: Revised Report to Board of Public Works - Easement Release - 500 BLK 9th (7734 : Resolution #19-14 Authorizing Release of

LEGAL DESCRIPTION FOR EASEMENT:

A twelve (12) foot wide public utility easement being located in part of Lot 2 of Volume 22, Certified Survey Maps, Page 188, Map No. 3841, Document No. 1204138, Brown County Records, and vacated Right-of-Way of “South Ninth Street” being described in Document No. 2832014, Brown County Records, all being in part of the Northeast ¼ of the Northeast ¼ of Section 29, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin, more fully described as follows:

Beginning at the Northeast Corner of Lot 2, Volume 22, Certified Survey Maps, Page 188, Map No. 3841, Document No. 1204138, Brown County Records; thence 16.68 feet along the South Right-of-Way of County Trunk Highway “EE”, also known as “Grant Street”, being the arc of a 53.40 foot radius curve to the right whose long chord bears S64°55'16"E, 16.61 feet; thence 19.42 feet along said South Right-of-Way and its extension being the West Right-of-Way of "South Ninth Street" being the arc of a 30.00 foot radius curve to the right whose long chord bears S37°26'00"E, 19.08 feet; thence S18°53'26"E, 23.00 feet along said West Right-of-Way; thence 10.11 feet along said West Right-of-Way being the arc of a 30.00 foot radius curve to the right whose long chord bears S09°14'13"E, 10.06 feet; thence S00°25'00"W, 146.42 feet along said West Right-of-Way; thence N89°30'34"W, 46.40 feet along the South Line of said Lot 2; thence N00°04’03”W, 200.00 feet to said South Right-of-Way; thence S89°30’34”E, 12.00 feet along said South Right-of-Way to the Point of Beginning.

Attachment: Revised Report to Board of Public Works - Easement Release - 500 BLK 9th (7734 : Resoluttion #19-14 Authorizing Release of

	CITY OF DE PERE **APPLICATION FOR EASEMENT RELEASE**	**Fee:** $ 368.00 **Receipt #:** 138168 **Date:** 12/04/18

CITY OF DE PERE RECEIVED DEC 4 2018 PLANNING DEPT.

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

SECTION 1: Applicant / Permittee Information

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

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

Name (Ind. Org. or Entity)	Contact Person	Title	
	Raymond J. Hoffman	Owner	
Mailing Address	**City**	**State**	**ZIP Code**
1140 Aldrin Street	De Pere	WI	54115
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	

SECTION 3: Project or Site Location

Project Address/Description	Parcel No.
SW Corner of intersection of South 9th Street and Grant Street, De Pere, WI 54115	WD-D0218-2

SECTION 4: Easement Information

Existing Zoning:	R-2
Present Use of Parcel:	Vacant
Proposed Use of Lots:	Two duplex-style condominiums

Please submit the following:
1-Scaled map identifying easement to be released
2-Legal description for easement
3-Summary/description of reason why easement release is needed
4-Information from other utilities indicating they agree with release

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print)	Title	Phone Number
Steven M. Bieda	Land Surveyor	920-434-9670
Signature of Applicant		Date Signed 11/30/18

TO BE COMPLETED BY CITY STAFF

Easement Release authorized by the De Pere Municipal Code, Chapter 46.	

A twelve (12) foot wide public utility easement being located in part of Lot 2 of Volume 22, Certified Survey Maps, Page 188, Map No. 3841, Document No. 1204138, Brown County Records, and vacated Right-of-Way of “South Ninth Street” being described in Document No. 2832014, Brown County Records, all being in part of the Northeast ¼ of the Northeast ¼ of Section 29, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin, more fully described as follows:

Beginning at the Northeast Corner of Lot 2, Volume 22, Certified Survey Maps, Page 188, Map No. 3841, Document No. 1204138, Brown County Records; thence 16.68 feet along the South Right-of-Way of County Trunk Highway “EE”, also known as “Grant Street”, being the arc of a 53.40 foot radius curve to the right whose long chord bears S64°55'16"E, 16.61 feet; thence 19.42 feet along said South Right-of-Way and its extension being the West Right-of-Way of "South Ninth Street" being the arc of a 30.00 foot radius curve to the right whose long chord bears S37°26'00"E, 19.08 feet; thence S18°53'26"E, 23.00 feet along said West Right-of-Way; thence 10.11 feet along said West Right-of-Way being the arc of a 30.00 foot radius curve to the right whose long chord bears S09°14'13"E, 10.06 feet; thence S00°25'00"W, 146.42 feet along said West Right-of-Way; thence N89°30'34"W, 46.40 feet along the South Line of said Lot 2; thence N00°04’03”W, 200.00 feet to said South Right-of-Way; thence S89°30’34”E, 12.00 feet along said South Right-of-Way to the Point of Beginning.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**February 5, 2019**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**Resolution #19-15 Terminating Restrictive Covenant (21 Parcels or Parts of Parcels Located Generally North of Rockland Road, East of the Fox River Trail and West of CTH PP).**

The Plan Commission recommendation will be shared at the time of the Common Council meeting because the typical January 28, 2019 Plan Commission meeting was rescheduled to take place on February 5, 2019 due to weather.

ATTACHMENTS:

- Reso19-15 (DOCX)
- Exhibit 1-Restrictive Covenants for Public Benefit (PDF)
- 01-28-19 Restrictive Covenant Termination - De Pere - Plan Commission Report (DOCX)
- Restrictive Covenants - Area Impacted (PDF)

RESOLUTION #19-15

TERMINATING RESTRICTIVE COVENANT
(21 Parcels or Parts of Parcels Located Generally North of Rockland Road,
East of the Fox River Trail and West of CTH PP)

WHEREAS, in 1969, a restrictive covenant for the benefit of the public and granted to the City was established by the owners of property now known as Parcels ED-2312, ED-344-104-4, ED-344-104-6, ED-344-104-2, ED-344-104-7, ED-344-104, ED-344-103-1, ED-344-104-1, ED-2309, ED-2314, ED-2310, ED-2308, ED-2307, ED-2306, ED-2305, ED-344-104-5, ED-344-104-3, ED-2311, ED-2315, ED-2313-1, ED-2313, for the purpose of establishing industrial use development in the City at a time when municipal zoning for such purposes was had not been established. A copy of said Restrictive Covenants for Public Benefit is attached hereto and incorporated herein by reference as Exhibit 1; and

WHEREAS, since that time, the City has enacted various zoning ordinances, including industrial zoning districts which provide more flexibility for development than the restrictions contained in Exhibit 1 and further that the such City zoning regulations have filled the need previously filled by such restrictions, resulting in the need to remove such restrictions from such property ; and

WHEREAS, the Plan Commission has reviewed the Restrictive Covenant in comparison to the I-3 Zoning District and determined that:

1. All permitted restrictive covenant uses are now permitted in the I-3 Zoning District;
2. All restrictive covenant uses requiring Council approval currently require Council approval under a Conditional Use Permit;
3. Some prohibited uses in the restrictive covenant are currently prohibited in I-3 Zoning District, although certain uses may be permitted with a Conditional Use Permit; and
4. Most of the regulations in the restrictive covenant are consistent with those in the I-3 Zoning District, although certain development and design standards are for greater flexibility in uses for future development.

Attachment: Reso19-15 (7856 : Resolution #19-15 Terminating Restrictive Covenant (21 Parcels).)

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council finds that updates to City's I-3 Zoning District and Design and Development Standards for land use and commercial development for the properties burdened by the 1969 Restrictive Covenant have changed since the Restrictive Covenant was placed thereon for the reasons set forth above, and for those reasons hereby terminates such Restrictive Covenant.

BE IT FURTHER RESOLVED THAT:

The Clerk-Treasurer is authorized and directed to record a certified copy of this Resolution with the Brown Count Register of Deeds to effectuate the Termination of the Restrictive Covenant.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of February, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso19-15 (7856 : Resolution #19-15 Terminating Restrictive Covenant (21 Parcels).)

700005

VOL 866 PAGE 336

RESTRICTIVE COVENANTS FOR PUBLIC BENEFIT

Re: The Southeast Quarter of the Southwest Quarter (SE 1/4 of SW 1/4), Section Thirty-four (34), Township Twenty-three (23) North, of Range Twenty (20) East, excepting the South 467 feet of the East 280 feet thereof, and also excepting the South 33 feet thereof, all in the City of De Pere, East Side of Fox River, Brown County, Wisconsin. And also all that part of the Southwest Quarter of the Southwest Quarter (SW 1/4 of SW 1/4) of Section thirty-four (34), Township Twenty-three (23) North, of Range Twenty (20) East, lying East of the railroad right-of-way of the Chicago, Milwaukee, St. Paul & Pacific Railroad, except the South 33 feet thereof, all in the City of De Pere, East Side of Fox River, Brown County, Wisconsin.

WHEREAS, the above described property is now owned by BERNARD U. ROELS, and his wife, E. L. POUWELS, and his wife, HENRY J. FOWLER, and his wife, and MARTIN J. KRACH, and his wife; and that such owners are anxious to make the above described property as desirable as possible for the City of De Pere.

NOW, THEREFORE, it is hereby agreed and declared by the undersigned grantors that the following are restrictive covenants and agreements pertaining to the above described property and adjoining property, hereby granted by gift to the City of De Pere, grantee and beneficiary hereof, for public benefit:

1. Permitted Uses:/ The above described property may be used for the following general purposes: manufacturing plants, assembly plants, laboratories, warehouses, truck terminals, utilities and railroad facilities, wholesaling of merchandise, when incidental to a permitted use, and any other establishment that can be operated without creating extremely objectionable noise, odor, dust, smoke, gas fumes, or vapor, and that is not an offensive, dangerous or unwholesome use, and that it is a use compatible with the use and occupancy of the adjoining properties. Land and buildings on said property may be used for the following manufacturing purposes only upon receiving prior express approval from the Building Inspector and the Common Council: primary metal industries, rolling mills, foundaries, metal refinaries and forge plants.

Attachment: Exhibit 1-Restrictive Covenants for Public Benefit (7856 : Resolution #19-15 Terminating Restrictive Covenant (21 Parcels).)

2. Prohibited Uses: The above described property shall not be used for the following purposes: acid manufacture, automobile or machinery wrecking, salvaging or rebuilding; cement, lime, gypsum or plaster of paris manufacture; distillation of bones; explosive manufacture, processing or storage; junk yard; petroleum or coal products manufacture, processing or storage; smelting of tin, copper, zinc or iron ores; manufacture, processing, storage or distribution of animals or animal by-products rendering plants, slaughter houses, meat packing, gelatine, glue, soap or fertilizer manufacturing plants; and all uses permitted in "A" Residence District, "B" Residence District, "C" Residence District, Local Business District, and Commercial District, according to the zoning code of the City of De Pere.

3. Height Regulations: No building shall be erected or structurally altered on said property to exceed Two (2) stories, or Thirty-five (35) feet, except signs, architectural feature and chimneys may extend above this height; and further excepting that buildings may exceed said height if an additional foot of front yard and side yards is allowed for each foot exceeding said height of Thirty-five (35) feet and upon receiving prior express approval from the Building Inspector and the Common Council of the City of De Pere.

4. Area Regulations:

(a) The maximum ground area occupied by all buildings shall not be more than Sixty (60) percent of the area of the lot or tract on which a building permit is sought;

(b) Front Yard: There shall be a front yard having a depth of not less than Forty (40) feet;

(c) Side Yards: There shall be a minimum side yard of not less than Twenty-five (25) feet on both sides of

the building or buildings; except when adjoining a residential zone in which case a minimum of Fifty (50) feet is required;

(d) Rear Yard: There shall be a minimum rear yard of not less than Twenty-five (25) feet; except when adjoining a residential zone in which case a minimum of Fifty (50) feet is required; said rear yard requirements may be reduced, only upon receiving prior express approval of the Building Inspector and the Common Council of the City of De Pere, in situations where existing railroad facilities represent the rear lot line and such facilities are required to be closer to the proposed building or buildings than these regulations permit;

(e) All front and exterior side yard setback areas shall be open and unoccupied by structures of any kind, open storage of materials or parking of vehicles; except for landscaping and landscaping structures, including walls and identity signs when incorporated as a landscape feature, entranceways and flagpoles.

5. General Regulations:

(a) All operations and storage of all materials incidental to such operations on the above described property must be within a completely enclosed building, or in the alternative screened with an approved fence and shrubbery;

(b) Only identity signs shall be allowed;

(c) Off-street parking shall be provided in accordance with the requirement of Section 14.21 of Chapter XIV, of the Revised Municipal Code of the City of De Pere;

(d) A plot plan, detailing the front elevation, the setbacks, the off-street parking and loading facilities,

Attachment: Exhibit 1-Restrictive Covenants for Public Benefit (7856 : Resolution #19-15 Terminating Restrictive Covenant (21 Parcels).)

700005

proposed landscaping, and screened fence and shrubbery shall be submitted to the Building Inspector and the City Plan Commission of the City of De Pere.

These restrictions and agreements shall run with the land, binding the undersigned, their heirs and assigns and all subsequent owners of the above described property; and that these restrictions are granted to the City of De Pere for such use pursuant to the provisions of Section 62.22 (1 M), Wisconsin Statutes.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed and sealed this 22nd day of August, 1969.

Bernard U. Roels

In the Presence of:

Wayne Teuteberg

E. L. Pouwels

Hazel B. Lippman

Henry J. Fowler

Martin J. Krach

STATE OF WISCONSIN)
) ss
COUNTY OF BROWN)

Personally came before me this 22nd day of August, 1969, the above named Bernard U. Roels, E. L. Pouwels, Henry J. Fowler, and Martin J. Krach, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Joan M. Vandenloop

Notary Public, Brown County, Wisconsin
My Commission: 10-15-72

JOAN M. VANDENLOOP NOTARY PUBLIC BROWN COUNTY, WISCONSIN

Drafted by:
Donald J. Hanaway
305 East Walnut Street
Green Bay, Wisconsin

REGISTER'S OFFICE
Brown County, Wis.
Received for record the 27th day of August A. D. 1969 at 9:55 o'clock A. M. and recorded in Vol. 866 of Records on page 336

Harold P. Loch
Register of Deeds

-4-

VOL. 866 PAGE 339

Attachment: Exhibit 1-Restrictive Covenants for Public Benefit (7856 : Resolution #19-15 Terminating Restrictive Covenant (21 Parcels).)

ITEM 11: **Recommendation regarding a proposed termination of a 1969 Restrictive Covenants for Public Benefit, located north from the Rockland Road & Enterprise Drive intersection (Parcels ED-2312, ED-344-104-4, ED-344-104-6, ED-344-104-2, ED-344-104-7, ED-344-104, ED-344-103-1, ED-344-104-1, ED-2309, ED-2314, ED-2310, ED-2308, ED-2307, ED-2306, ED-2305, ED-344-104-5, ED-344-104-3, ED-2311, ED-2315, ED-2313-1, ED-2313). Submitted by City of De Pere. ***

Area affected by Restrictive Covenant for Public Benefit

REQUESTED ACTION: Termination of a Restrictive Covenants for Public Benefit.

The restrictive covenants, created in 1969, are no longer relevant because they are reflected in the current requirements of the I-3 Zoning District and Design & Development Sections of the Zoning Code.

COMMON DESCRIPTION: A general area located north from the Rockland Road and Enterprise Drive intersection.

PARCEL NUMBER(S): ED-2312, ED-344-104-4, ED-344-104-6, ED-344-104-2, ED-344-104-7, ED-344-104, ED-344-103-1, ED-344-104-1, ED-2309, ED-2314, ED-2310, ED-2308, ED-2307, ED-2306, ED-2305, ED-344-104-5, ED-344-104-3, ED-2311, ED-2315, ED-2313-1, ED-2313

Attachment: 01-28-19 Restrictive Covenant Termination - De Pere - Plan Commission Report (7856 : Resolution #19-15 Terminating Restrictive

Attachment: 01-28-19 Restrictive Covenant Termination - De Pere - Plan Commission Report (7856 : Resolution #19-15 Terminating Restrictive

EXISTING ZONING: I-3 (General Industrial District)
Parcel ED-2310 (only) also has a Planned Development District overlay.

SURROUNDING LAND USES: Commercial to the north and east
State Recreational Trail and City compost site to the west.
Residential to the south.

COMPREHENSIVE PLAN: Industrial Park and Institutional/Governmental Facilities

APPLICANT/OWNER NAME: City of De Pere
Facilitator of Restrictive Covenants
335 S. Broadway
De Pere, WI 54115

Fifteen affected property owners, including City of De Pere and Brown County.

SITE HISTORY: After a review of air photographs, the majority of the development in the area occurred between 1992 and 2005. Prior to development the site was used for agricultural purposes. The entire subject area is zoned I-3.

In 1969 a restrictive covenants was established by the property owners to make the property desirable for development in the City of De Pere. Due to the lack of a strong industrial zoning code at that time the restrictive covenants served a valid purpose. Since that time, the City has updated the I-3 and Design & Development Standards section of the Zoning Code that closely mimic the restrictive covenants.

- A copy of the 1969 restrictive covenants are attached to this report

In 1987 the "East Side Industrial Park" plat was recorded, which land divided the entire subject area for industrial and storm drainage uses.

In 1999 the "East Side Industrial Park Second Addition" plat was recorded, which further land divided part of the area for industrial uses.

In 2006 Parcel ED-2310, established a Planned Development Overlay District (PDD) to allow business type duplex units to exist with supporting warehouses. The PDD was modified in 2013.

In 2018, due to changes in ownership to Parcel ED-2310 (with the PDD), Town & Country Development LLC requested that the City eliminate the 1969 restrictive covenants because the restrictive covenants placed unnecessary burdens on the property.

STAFF REVIEW: When reviewing a Certified Survey Map, staff considers the relevance of the information for enforcement in relationship to the properties that the restrictive covenants were intended to protect/limit.

The following four tables identify each requirement/restriction found within the restrictive covenants and compares each use and regulation to the uses and regulations that already exist in the I-3 Zoning District (*all subject properties are zoned I-3*):

Restrictive Covenants Uses that are Permitted	
1969 Permitted Uses	**Does the I-3 Zoning District permit the use?**
Manufacturing plants	Permitted
Assembly plants	
Laboratories	
Warehouses	
Truck terminals	
Utilities and railroad facilities	
Wholesaling of merchandise, when incidental to a permitted use.	
Establishments that can be operated without creating extremely objectionable noise, odor, dust smoke, gas fumes, or vapor, and that is not an offensive, dangerous or unwholesome use, and that it is a use compatible with the use and occupancy of the adjoining properties.	Permitted, if approved by Plan Commission.

Restrictive Covenants Uses that Require Council Approval	
1969 Council Approval Uses	**Does the I-3 Zoning District require Council approval?**
Primary metal industries	Council may permit as conditional use.
Rolling mills	
Foundries	
Metal refineries	
Forge plants	

Restrictive Covenants Uses that are Prohibited	
1969 Prohibited Uses	**Does I-3 Zoning District prohibit the use?**
Acid manufacture	Prohibited
Automobile or machinery wrecking, salvaging or rebuilding	Council may permit as conditional use.
Cement, lime, gypsum or plaster of Paris manufacture	Plaster related manufacture uses permitted.
Distillation of bones	Prohibited
Explosive manufacture, processing or storage	
Junk yard	Council may permit as conditional use.
Petroleum or coal products manufacture, processing or storage	
Smelting of tin, copper, zinc or iron ores	
Manufacture, processing, storage or distribution of animals or animal by-products, rendering plants, slaughter houses, meat packing, gelatin, glue, soap or fertilizer manufacturing plants.	
All uses permitted in "A" Residential District, "B" Residential District, "C" Residential District, Local Business District, and Commercial District.	Specific business and commercial uses permitted.

Attachment: 01-28-19 Restrictive Covenant Termination - De Pere - Plan Commission Report (7856 : Resolution #19-15 Terminating Restrictive

Restrictive Covenants Height, Area, and Other Regulations	
1969 Height, Area and Other Restrictions	**Does the I-3 Zoning District have same the requirement?**
Building height: Two stories or 35 feet	Same
Building ground area coverage: 60%	Ground area coverage (including parking) is 75%.
Front yard setback: 40 feet	25 feet
Side yard setback: 25 feet, or 50 feet when adjacent to residential zones	Same
Rear yard setback: 25 feet, or 50 feet when adjacent to residential zones	
Only landscaping and landscaping features allowed in front and exterior side setbacks	Same, except for parking setbacks.
All operations and storage must be inside or screened with a fence or shrubbery	Same
Only identity signs are allowed	Same, except directional signs permitted.
Off street parking requirements must follow Municipal Code	Same
Site plans must be reviewed by City Staff and Plan Commission for approval	

Based on the above summary of the restrictive covenants, the following is clear:

1. All restrictive covenants permitted uses are now permitted in the I-3 Zoning District.
    a. No significant changes.
2. All restrictive covenants uses requiring Council approval now require Council approval as a Conditional Use Permit.
    a. No significant changes.
3. Some restrictive covenants prohibited uses are now still prohibited in the I-3 Zoning District. However, certain uses may be permitted or permitted if approved with a Conditional Use Permit.
    a. Somewhat different, but greater flexibility in uses for future development is allowed with the I-3 Zoning.
4. Most restrictive covenants regulations are now still the same in the I-3 Zoning District. However, certain development and design standards are slightly different.
    a. Somewhat different, but greater flexibility in uses for future development is allowed with the I-3 Zoning and Development & Design Standards.

All property owners that are impacted by the limitations of the restrictive covenants were notified of the proposed termination via mail. No responses were received from the property owners.

Because the differences between the restrictive covenants and the Municipal Code are minimal and not negative, the current I-3 Zoning District offers more flexibility to developing and redeveloping property owners, and the outdated 1969 restrictive covenants are no longer used by staff on a regular basis, Development Services staff supports the termination of the Restrictive Covenants for Public Benefit.

REVIEW PROCESS: In order to terminate a City restrictive covenants petition, Plan Commission

Attachment: 01-28-19 Restrictive Covenant Termination - De Pere - Plan Commission Report (7856 : Resolution #19-15 Terminating Restrictive

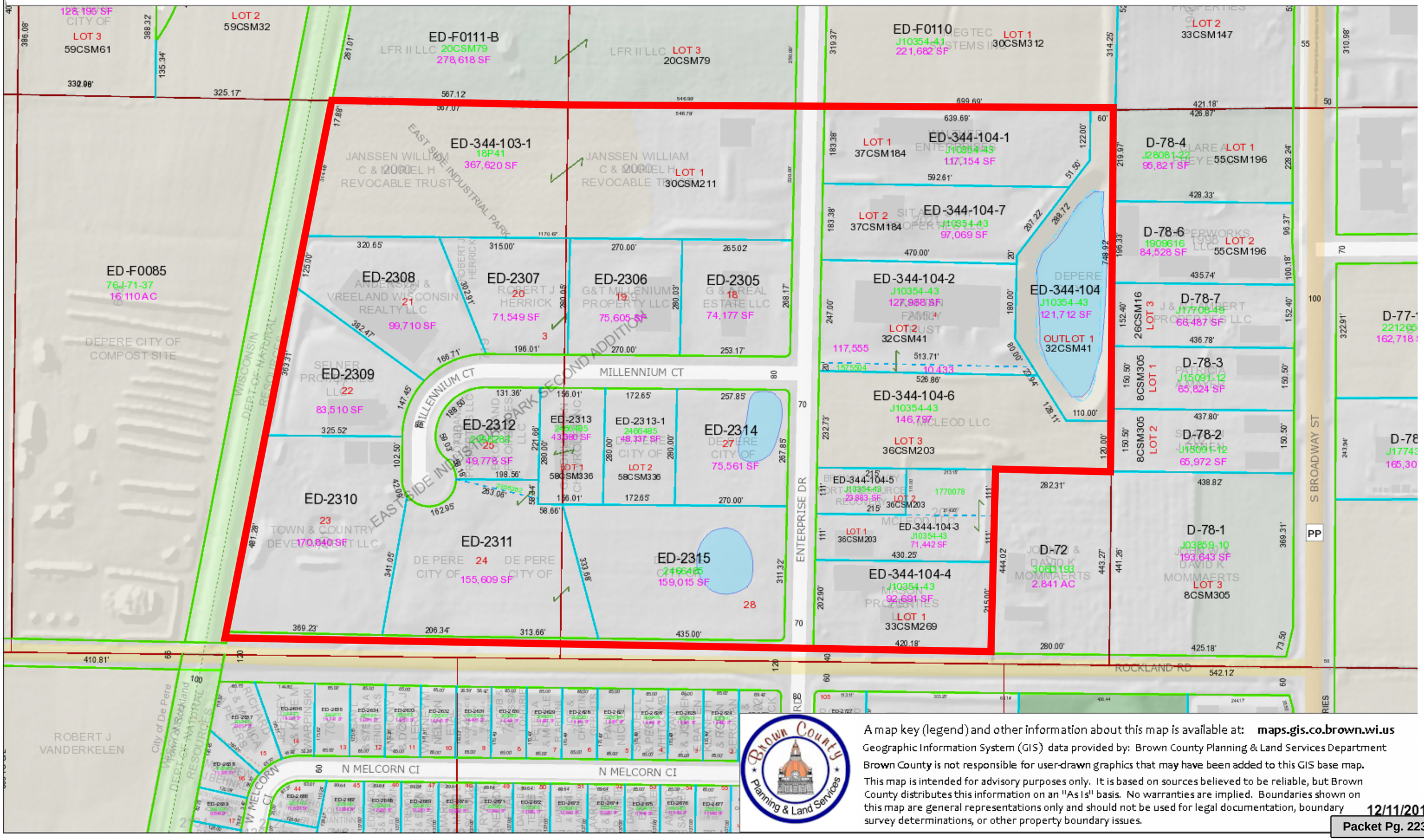
provides either an approval or rejection recommendation. The Common Council then makes final decision (expected to occur on February 5, 2019). If termination is approved, the termination is recorded as a resolution with the Brown County Register of Deeds. A public hearing is not required.

All affected property owners were notified of the Plan Commission and Council meeting dates and the notification included a summary of the topics that the restrictive covenants covered.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the termination of a 1969 Restrictive Covenants for Public Benefit, located north from the Rockland Road & Enterprise Drive intersection.

Attachment: 01-28-19 Restrictive Covenant Termination - De Pere - Plan Commission Report (7856 : Resolution #19-15 Terminating Restrictive

AREA IMPACTED



A map key (legend) and other information about this map is available at: **maps.gis.co.brown.wi.us**

Geographic Information System (GIS) data provided by: Brown County Planning & Land Services Department

Brown County is not responsible for user-drawn graphics that may have been added to this GIS base map.

This map is intended for advisory purposes only. It is based on sources believed to be reliable, but Brown County distributes this information on an "As Is" basis. No warranties are implied. Boundaries shown on this map are general representations only and should not be used for legal documentation, boundary survey determinations, or other property boundary issues.

Brown County Planning & Land Services

12/11/2018

Attachment: Restrictive Covenants - Area Impacted (7856 : Resolution #19-15 Terminating Restrictive Covenant (21 Parcels).)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**February 5, 2019**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Ledvina**
SUBJECT:	**Operator License Applications.**

ATTACHMENTS:

- 2-5-19 (PDF)

CITY OF DE PERE

License Committee - February 5, 2019

New Operator License Applications	
1	ALSAADI, ISAAC S.
2	BALOF, AUDRA
3	BEDORA, KENNETH N.
4	BREWER, CHRISTIAN E.
5	CHIZEK, WILLIAM J.
6	HERMANS, HEATH H.
7	ISHAM, PATRICIA A.
8	JOSEPHSON, ASHLEY R.
9	LA BOUVE, MICHAEL T.
10	LEURQUIN, KENDRA M.
11	MARRA, ANTHONY J.
12	MATUSZEK, FAYE ANNE
13	MC ELRONE, GREGORY R.
14	MC MORROW, MICHAEL A.
15	NIQUETTE, KAYLA M.
16	SEIDL, AARON R.
17	THYES, ELIZABETH A.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**February 5, 2019**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Ledvina**
SUBJECT:	**Voucher Approval.**

ATTACHMENTS:

- 2-5-19 VOUCHERS (PDF)

PACKET: 06028 FEB 2019 COUNCIL - 1 2-5-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0001	A1 ELEVATOR CORP							
	I-13906	A1 ELEVATOR CORP	R	2/05/2019		131.25CR	087757	
	I-13907	A1 ELEVATOR CORP	R	2/05/2019		166.50CR	087757	297.75
7842	ACCENTS IMAGE WEEAR							
	I-17907-IN	ACCENTS IMAGE WEEAR	R	2/05/2019		44.00CR	087758	44.00
4632	ACCURATE APPRAISAL LLC							
	I-ACCAPP2019-2	ACCURATE APPRAISAL LLC	R	2/05/2019		23,880.00CR	087759	23,880.00
6426	ACL							
	I-A6616-201812-0	ACL	R	2/05/2019		138.00CR	087760	138.00
7583	ADVANCE AUTO PARTS							
	I-6339-266715	ADVANCE AUTO PARTS	R	2/05/2019		29.51CR	087761	29.51
6802	ADVANCED DISPOSAL							
	I-B80000649702	ADVANCED DISPOSAL	R	2/05/2019		332.00CR	087762	332.00
2091	AHLBORN EQUIPMENT INC							
	I-253013	AHLBORN EQUIPMENT INC	R	2/05/2019		145.55CR	087763	145.55
0302	AIRGAS USA LLC							
	I-9084493965	AIRGAS USA LLC	R	2/05/2019		175.10CR	087764	
	I-9958346747	AIRGAS USA LLC	R	2/05/2019		504.12CR	087764	
	I-9958350188	AIRGAS USA LLC	R	2/05/2019		156.31CR	087764	
	I-9958350189	AIRGAS USA LLC	R	2/05/2019		220.42CR	087764	1,055.95
0007	AMBROSIUS SALES & SERVICE							
	I-9885	AMBROSIUS SALES & SERVICE	R	2/05/2019		1,109.70CR	087765	1,109.70
7873	AMERICAN CONSERVATION & BILLING SOLUTIONS							
	I-9170	AMERICAN CONSERVATION & BILLIN	R	2/05/2019		10,000.00CR	087766	10,000.00
0014	ASCAP							
	I-201901309040	ASCAP	R	2/05/2019		357.00CR	087767	357.00
5604	AURORA BAYCARE MED CTR LLC							
	I-KY246	AURORA BAYCARE MED CTR LLC	R	2/05/2019		205.00CR	087768	
	I-KY253	AURORA BAYCARE MED CTR LLC	R	2/05/2019		820.71CR	087768	1,025.71
0442	BADGER LABORATORIES & ENGINEERING							
	I-19-000137	BADGER LABORATORIES & ENGINEER	R	2/05/2019		160.00CR	087769	160.00

Attachment: 2-5-19 VOUCHERS (7864 : Voucher Approval.)

PACKET: 06028 FEB 2019 COUNCIL - 1 2-5-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0020	BADGERLAND PRINTING INC							
	I-32737	BADGERLAND PRINTING INC	R	2/05/2019		235.00CR	087770	
	I-32774	BADGERLAND PRINTING INC	R	2/05/2019		120.00CR	087770	355.00
0023	BATTERIES PLUS LLC							
	I-P10537689	BATTERIES PLUS LLC	R	2/05/2019		60.00CR	087771	60.00
0027	BAY TOWEL INC							
	I-2758783	BAY TOWEL INC	R	2/05/2019		98.94CR	087772	
	I-2763180	BAY TOWEL INC	R	2/05/2019		98.94CR	087772	
	I-2767599	BAY TOWEL INC	R	2/05/2019		98.94CR	087772	
	I-2770174	BAY TOWEL INC	R	2/05/2019		165.67CR	087772	
	I-2770189	BAY TOWEL INC	R	2/05/2019		87.59CR	087772	
	I-2772002	BAY TOWEL INC	R	2/05/2019		98.94CR	087772	
	I-2779006	BAY TOWEL INC	R	2/05/2019		87.59CR	087772	736.61
0025	BAYCOM INC							
	I-1830 -02	BAYCOM INC	R	2/05/2019		3,960.00CR	087773	3,960.00
2970	BELLINHEALTH INC							
	I-MB2372	BELLINHEALTH INC	R	2/05/2019		26.94CR	087774	26.94
6751	BRIDGEPORT MFG. INC.							
	I-12768-00	BRIDGEPORT MFG. INC.	R	2/05/2019		82.10CR	087775	82.10
0038	BROADWAY AUTOMOTIVE INC							
	I-440620P	BROADWAY AUTOMOTIVE INC	R	2/05/2019		167.24CR	087776	
	I-440620PX1	BROADWAY AUTOMOTIVE INC	R	2/05/2019		68.62CR	087776	
	I-441094P	BROADWAY AUTOMOTIVE INC	R	2/05/2019		216.21CR	087776	
	I-926388P	BROADWAY AUTOMOTIVE INC	R	2/05/2019		67.31CR	087776	
	I-926425P	BROADWAY AUTOMOTIVE INC	R	2/05/2019		88.00CR	087776	
	I-933025	BROADWAY AUTOMOTIVE INC	R	2/05/2019		1,411.81CR	087776	2,019.19
2944	BROWN COUNTY JAIL							
	I-201901299035	BROWN COUNTY JAIL	R	2/05/2019		600.00CR	087777	600.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-39147	BROWN COUNTY PORT SOLID WASTE	R	2/05/2019		21,652.38CR	087778	21,652.38
2984	BROWN COUNTY TREASURER							
	I-2019-1	BROWN COUNTY TREASURER	R	2/05/2019		30.00CR	087779	
	I-2019-2	BROWN COUNTY TREASURER	R	2/05/2019		30.00CR	087779	
	I-2019-23	BROWN COUNTY TREASURER	R	2/05/2019		3,721.55CR	087779	3,781.55

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PACKET: 06028 FEB 2019 COUNCIL - 1 2-5-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0737	BRUCE MUNICIPAL EQUIPMENT INC							
	I-P09221	BRUCE MUNICIPAL EQUIPMENT INC	R	2/05/2019		178.87CR	087780	178.87
7827	CALEWARTS DUFFY & ERDMAN							
	I-201901299036	CALEWARTS DUFFY & ERDMAN	R	2/05/2019		2,625.00CR	087781	2,625.00
0050	CAMERA CORNER INC							
	I-501749-IN	CAMERA CORNER INC	R	2/05/2019		3,050.00CR	087782	3,050.00
3257	DARYL CARTER							
	I-201901309041	DARYL CARTER	R	2/05/2019		111.74CR	087783	111.74
0536	CDW GOVERNMENT INC							
	I-QNZ5606	CDW GOVERNMENT INC	R	2/05/2019		730.40CR	087784	
	I-QNZ8303	CDW GOVERNMENT INC	R	2/05/2019		796.60CR	087784	
	I-QNZ9079	CDW GOVERNMENT INC	R	2/05/2019		1,729.41CR	087784	
	I-QPK4199	CDW GOVERNMENT INC	R	2/05/2019		18.24CR	087784	
	I-QPK4258	CDW GOVERNMENT INC	R	2/05/2019		105.64CR	087784	
	I-QQP8288	CDW GOVERNMENT INC	R	2/05/2019		2,408.22CR	087784	
	I-QRF7385	CDW GOVERNMENT INC	R	2/05/2019		8,087.98CR	087784	
	I-QRQ3381	CDW GOVERNMENT INC	R	2/05/2019		791.01CR	087784	14,667.50
6575	CEDAR CORP							
	I-98207	CEDAR CORP	R	2/05/2019		1,400.00CR	087785	1,400.00
2708	CLEANING SOLUTION SERVICES INC							
	I-18679	CLEANING SOLUTION SERVICES INC	R	2/05/2019		1,349.21CR	087786	
	I-18724	CLEANING SOLUTION SERVICES INC	R	2/05/2019		253.39CR	087786	
	I-18732	CLEANING SOLUTION SERVICES INC	R	2/05/2019		127.50CR	087786	1,730.10
7337	COMPASS MINERALS AMERICA							
	I-377326	COMPASS MINERALS AMERICA	R	2/05/2019		13,928.47CR	087787	13,928.47
1	CONRAD, AMANDA							
	I-201901309042	REFUND REC NITE	R	2/05/2019		25.00CR	087788	25.00
7634	COR & MAIN LP							
	I-J983663	COR & MAIN LP	R	2/05/2019		302.19CR	087789	302.19
0217	COUNTRY VISIONS COOPERATIVE							
	I-201901309043	COUNTRY VISIONS COOPERATIVE	R	2/05/2019		29.98CR	087790	29.98

Attachment: 2-5-19 VOUCHERS (7864 : Voucher Approval.)

PACKET: 06028 FEB 2019 COUNCIL - 1 2-5-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2926	CROSBY HEAVY DUTY WRECKER SERV INC							
	I-19465	CROSBY HEAVY DUTY WRECKER SERV	R	2/05/2019		150.00CR	087791	150.00
6700	DARLEY CO							
	I-17348732	DARLEY CO	R	2/05/2019		231.00CR	087792	
	I-17348850	DARLEY CO	R	2/05/2019		298.21CR	087792	529.21
7288	JESSICA DART							
	I-201901309044	JESSICA DART	R	2/05/2019		125.00CR	087793	125.00
2077	DE PERE EXHAUST							
	I-52318	DE PERE EXHAUST	R	2/05/2019		239.65CR	087794	239.65
0998	DE PERE RAPIDES YOUTH SOCCOR CLUB							
	I-201901309045	DE PERE RAPIDES YOUTH SOCCOR C	R	2/05/2019		55.00CR	087795	55.00
3213	EILLIEN'S							
	I-SI268301	EILLIEN'S	R	2/05/2019		373.64CR	087796	373.64
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-2042662	EMERGENCY MEDICAL PRODUCTS INC	R	2/05/2019		643.69CR	087797	
	I-2042788	EMERGENCY MEDICAL PRODUCTS INC	R	2/05/2019		124.15CR	087797	767.84
3452	ESRI INC							
	I-93580144	ESRI INC	R	2/05/2019		25,000.00CR	087798	25,000.00
0091	FASTENAL COMPANY							
	I-WIGRE374121	FASTENAL COMPANY	R	2/05/2019		38.88CR	087799	38.88
0331	FERGUSON WATERWORKS #1476 INC							
	I-265232	FERGUSON WATERWORKS #1476 INC	R	2/05/2019		1,210.50CR	087800	
	I-265623	FERGUSON WATERWORKS #1476 INC	R	2/05/2019		619.60CR	087800	1,830.10
0200	FIRST SUPPLY LLC							
	I-11492056-00	FIRST SUPPLY LLC	R	2/05/2019		129.14CR	087801	
	I-11495854-00	FIRST SUPPLY LLC	R	2/05/2019		150.19CR	087801	
	I-11511650-00	FIRST SUPPLY LLC	R	2/05/2019		80.66CR	087801	359.99
0105	FOX SPECIALITY COMPANY							
	I-40020	FOX SPECIALITY COMPANY	R	2/05/2019		143.52CR	087802	143.52
3655	FUN EXPRESS LLC							
	I-694347842-01	FUN EXPRESS LLC	R	2/05/2019		81.44CR	087803	81.44

Attachment: 2-5-19 VOUCHERS (7864 : Voucher Approval.)

PACKET: 06028 FEB 2019 COUNCIL - 1 2-5-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0562	GALLS LLC							
	I-11597115	GALLS LLC	R	2/05/2019		210.00CR	087804	210.00
0116	GRAINGER INC							
	I-9052315927	GRAINGER INC	R	2/05/2019		158.13CR	087805	158.13
7687	JAMES GREVE							
	I-201901309046	JAMES GREVE	R	2/05/2019		125.00CR	087806	125.00
4902	HALRON LUBRICANTS INC							
	I-1046193-00	HALRON LUBRICANTS INC	R	2/05/2019		1,417.12CR	087807	1,417.12
7874	JERRY HASENBERG							
	I-201901309047	JERRY HASENBERG	R	2/05/2019		125.00CR	087808	125.00
6937	HOOD, TRACY							
	I-201901299037	HOOD, TRACY	R	2/05/2019		28.34CR	087809	28.34
1399	INDOFF INC							
	I-3196290	INDOFF INC	R	2/05/2019		36.66CR	087810	
	I-3197472	INDOFF INC	R	2/05/2019		4.78CR	087810	
	I-3198246	INDOFF INC	R	2/05/2019		704.73CR	087810	
	I-3199908	INDOFF INC	R	2/05/2019		55.48CR	087810	
	I-3201022	INDOFF INC	R	2/05/2019		25.44CR	087810	
	I-3201889	INDOFF INC	R	2/05/2019		68.92CR	087810	
	I-3202355	INDOFF INC	R	2/05/2019		108.47CR	087810	
	I-3204671	INDOFF INC	R	2/05/2019		39.23CR	087810	1,043.71
0141	JEFFERSON FIRE & SAFETY INC							
	I-IN101447	JEFFERSON FIRE & SAFETY INC	R	2/05/2019		482.00CR	087811	
	I-IN101667	JEFFERSON FIRE & SAFETY INC	R	2/05/2019		31.05CR	087811	513.05
0362	JOHNSON CONTROLS FIRE PROTECTION LP							
	I-201901309048	JOHNSON CONTROLS FIRE PROTECTI	R	2/05/2019		991.46CR	087812	991.46
2602	JOSSART BROTHERS INC							
	I-855	JOSSART BROTHERS INC	R	2/05/2019		1,890.10CR	087813	
	I-867	JOSSART BROTHERS INC	R	2/05/2019		1,984.00CR	087813	
	I-868	JOSSART BROTHERS INC	R	2/05/2019		768.25CR	087813	4,642.35
1276	JX ENTERPRISES INC							
	C-1466969P	JX ENTERPRISES INC	R	2/05/2019		463.94	087814	
	I-1419452S	JX ENTERPRISES INC	R	2/05/2019		607.81CR	087814	
	I-1464205P	JX ENTERPRISES INC	R	2/05/2019		226.99CR	087814	
	I-1465343P	JX ENTERPRISES INC	R	2/05/2019		22.03CR	087814	
	I-1465426P	JX ENTERPRISES INC	R	2/05/2019		29.37CR	087814	
	I-1465658P	JX ENTERPRISES INC	R	2/05/2019		2.46CR	087814	
	I-1465934P	JX ENTERPRISES INC	R	2/05/2019		551.07CR	087814	
	I-1465938P	JX ENTERPRISES INC	R	2/05/2019		127.58CR	087814	
	I-1465939P	JX ENTERPRISES INC	R	2/05/2019		9.52CR	087814	
	I-1466321P	JX ENTERPRISES INC	R	2/05/2019		72.99CR	087814	
	I-1466838P	JX ENTERPRISES INC	R	2/05/2019		70.20CR	087814	

Attachment: 2-5-19 VOUCHERS (7864 : Voucher Approval.)

PACKET: 06028 FEB 2019 COUNCIL - 1 2-5-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4584	KRUCZEK CONST INC							
	I-18-14 (2)	KRUCZEK CONST INC	R	2/05/2019		322,295.44CR	087815	322,295.44
3140	KUNDINGER FLUID POWER INC							
	I-50517879	KUNDINGER FLUID POWER INC	R	2/05/2019		60.35CR	087816	
	I-50521147	KUNDINGER FLUID POWER INC	R	2/05/2019		239.13CR	087816	299.48
5303	LAKE AREA PUBLIC WKS ASSOC							
	I-201901309049	LAKE AREA PUBLIC WKS ASSOC	R	2/05/2019		75.00CR	087817	75.00
0157	LEAGUE OF WI MUNICIPALITIES							
	I-201901309051	LEAGUE OF WI MUNICIPALITIES	R	2/05/2019		600.00CR	087818	600.00
7875	LF GEORGE INC							
	I-IC66480	LF GEORGE INC	R	2/05/2019		660.00CR	087819	660.00
4533	PATRICK K. LINNANE							
	I-201901309050	PATRICK K. LINNANE	R	2/05/2019		125.00CR	087820	125.00
7263	DANIEL LOTTER							
	I-201901309052	DANIEL LOTTER	R	2/05/2019		102.74CR	087821	102.74
6198	MAILFINANCE							
	I-N7509773	MAILFINANCE	R	2/05/2019		314.73CR	087822	314.73
3216	ALAN MATZKE							
	I-201901309053	ALAN MATZKE	R	2/05/2019		908.95CR	087823	908.95
0173	MENARDS INC							
	C-41341	MENARDS INC	R	2/05/2019		35.81	087824	
	I-40638	MENARDS INC	R	2/05/2019		68.51CR	087824	
	I-40903	MENARDS INC	R	2/05/2019		4.96CR	087824	
	I-41294	MENARDS INC	R	2/05/2019		9.98CR	087824	
	I-41325	MENARDS INC	R	2/05/2019		42.80CR	087824	
	I-41342	MENARDS INC	R	2/05/2019		27.96CR	087824	
	I-41344	MENARDS INC	R	2/05/2019		4.99CR	087824	
	I-41384	MENARDS INC	R	2/05/2019		96.66CR	087824	
	I-41447	MENARDS INC	R	2/05/2019		23.50CR	087824	
	I-41460	MENARDS INC	R	2/05/2019		8.01CR	087824	
	I-41517	MENARDS INC	R	2/05/2019		84.27CR	087824	
	I-41621	MENARDS INC	R	2/05/2019		4.52CR	087824	
	I-41637	MENARDS INC	R	2/05/2019		71.96CR	087824	
	I-41683	MENARDS INC	R	2/05/2019		3.28CR	087824	
	I-41720	MENARDS INC	R	2/05/2019		22.45CR	087824	
	I-41742	MENARDS INC	R	2/05/2019		50.91CR	087824	
	I-42008	MENARDS INC	R	2/05/2019		33.42CR	087824	
	I-42021	MENARDS INC	R	2/05/2019		23.97CR	087824	
	I-42062	MENARDS INC	R	2/05/2019		81.93CR	087824	
	I-42076	MENARDS INC	R	2/05/2019		130.57CR	087824	
	I-42094	MENARDS INC	R	2/05/2019		19.94CR	087824	
	I-42244	MENARDS INC	R	2/05/2019		25.47CR	087824	

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PACKET: 06028 FEB 2019 COUNCIL - 1 2-5-19
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	2/05/2019			087825	**VOID**
6277	METZLER, SHANNON							
	I-201901299038	METZLER, SHANNON	R	2/05/2019		516.99CR	087826	516.99
0175	MIDWEST RADAR & EQUIPMENT							
	I-15531	MIDWEST RADAR & EQUIPMENT	R	2/05/2019		105.00CR	087827	105.00
0524	MJB INDUSTRIES INC							
	I-5951	MJB INDUSTRIES INC	R	2/05/2019		9,000.00CR	087828	9,000.00
0076	NASSCO INC							
	I-S2421797.001	NASSCO INC	R	2/05/2019		81.12CR	087829	
	I-S2421797.002	NASSCO INC	R	2/05/2019		93.34CR	087829	174.46
0531	NORTHEAST AUTO PARTS INC							
	C-336296	NORTHEAST AUTO PARTS INC	R	2/05/2019		18.00	087830	
	C-336407	NORTHEAST AUTO PARTS INC	R	2/05/2019		36.00	087830	
	C-336754	NORTHEAST AUTO PARTS INC	R	2/05/2019		14.00	087830	
	I-336213	NORTHEAST AUTO PARTS INC	R	2/05/2019		6.57CR	087830	
	I-336214	NORTHEAST AUTO PARTS INC	R	2/05/2019		2.19CR	087830	
	I-336230	NORTHEAST AUTO PARTS INC	R	2/05/2019		46.71CR	087830	
	I-336285	NORTHEAST AUTO PARTS INC	R	2/05/2019		173.99CR	087830	
	I-336294	NORTHEAST AUTO PARTS INC	R	2/05/2019		43.48CR	087830	
	I-336300	NORTHEAST AUTO PARTS INC	R	2/05/2019		21.52CR	087830	
	I-336308	NORTHEAST AUTO PARTS INC	R	2/05/2019		21.52CR	087830	
	I-336331	NORTHEAST AUTO PARTS INC	R	2/05/2019		219.99CR	087830	
	I-336334	NORTHEAST AUTO PARTS INC	R	2/05/2019		26.65CR	087830	
	I-336349	NORTHEAST AUTO PARTS INC	R	2/05/2019		7.49CR	087830	
	I-336378	NORTHEAST AUTO PARTS INC	R	2/05/2019		42.85CR	087830	
	I-336397	NORTHEAST AUTO PARTS INC	R	2/05/2019		20.55CR	087830	
	I-336399	NORTHEAST AUTO PARTS INC	R	2/05/2019		201.76CR	087830	
	I-336401	NORTHEAST AUTO PARTS INC	R	2/05/2019		151.49CR	087830	
	I-336427	NORTHEAST AUTO PARTS INC	R	2/05/2019		41.10CR	087830	
	I-336435	NORTHEAST AUTO PARTS INC	R	2/05/2019		155.99CR	087830	
	I-336454	NORTHEAST AUTO PARTS INC	R	2/05/2019		321.95CR	087830	
	I-336501	NORTHEAST AUTO PARTS INC	R	2/05/2019		14.98CR	087830	
	I-336508	NORTHEAST AUTO PARTS INC	R	2/05/2019		17.99CR	087830	
	I-336513	NORTHEAST AUTO PARTS INC	R	2/05/2019		156.60CR	087830	
	I-336561	NORTHEAST AUTO PARTS INC	R	2/05/2019		200.52CR	087830	
	I-336604	NORTHEAST AUTO PARTS INC	R	2/05/2019		406.16CR	087830	
	I-336632	NORTHEAST AUTO PARTS INC	R	2/05/2019		35.97CR	087830	
	I-336633	NORTHEAST AUTO PARTS INC	R	2/05/2019		17.99CR	087830	
	I-336651	NORTHEAST AUTO PARTS INC	R	2/05/2019		14.98CR	087830	
	I-336670	NORTHEAST AUTO PARTS INC	R	2/05/2019		53.58CR	087830	
	I-336736	NORTHEAST AUTO PARTS INC	R	2/05/2019		98.50CR	087830	
	I-336739	NORTHEAST AUTO PARTS INC	R	2/05/2019		56.59CR	087830	
	I-336788	NORTHEAST AUTO PARTS INC	R	2/05/2019		9.29CR	087830	2,520.95

Attachment: 2-5-19 VOUCHERS (7864 : Voucher Approval.)

PACKET: 06028 FEB 2019 COUNCIL - 1 2-5-19
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VOID	VOID CHECK		V	2/05/2019			087831	**VOID**
VOID	VOID CHECK		V	2/05/2019			087832	**VOID**
0194	OLSON TRAILER & BODY LLC							
	I-73886	OLSON TRAILER & BODY LLC	R	2/05/2019		1,745.00CR	087833	1,745.00
5222	P J KORTENS & CO INC							
	I-10021096	P J KORTENS & CO INC	R	2/05/2019		885.00CR	087834	885.00
0197	PACKER CITY INTERNATIONAL INC							
	C-X101098801:01	PACKER CITY INTERNATIONAL INC	R	2/05/2019		61.10	087835	
	C-X101099778:01	PACKER CITY INTERNATIONAL INC	R	2/05/2019		140.40	087835	
	I-X101098689:01	PACKER CITY INTERNATIONAL INC	R	2/05/2019		28.30CR	087835	
	I-X101098801:01	PACKER CITY INTERNATIONAL INC	R	2/05/2019		124.74CR	087835	
	I-X101099031:01	PACKER CITY INTERNATIONAL INC	R	2/05/2019		224.85CR	087835	
	I-X101099083:01	PACKER CITY INTERNATIONAL INC	R	2/05/2019		25.77CR	087835	
	I-X101099778:01	PACKER CITY INTERNATIONAL INC	R	2/05/2019		440.20CR	087835	642.36
1331	PACKER FASTENER & SUPPLY INC							
	I-422175	PACKER FASTENER & SUPPLY INC	R	2/05/2019		111.47CR	087836	111.47
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-80853	PM SUPPLY - WRIGHT INDUSTRIAL	R	2/05/2019		302.32CR	087837	
	I-80888	PM SUPPLY - WRIGHT INDUSTRIAL	R	2/05/2019		69.88CR	087837	
	I-80900	PM SUPPLY - WRIGHT INDUSTRIAL	R	2/05/2019		41.42CR	087837	413.62
0208	POMP'S TIRE SERVICE INC							
	I-1010067493	POMP'S TIRE SERVICE INC	R	2/05/2019		9,207.00CR	087838	
	I-90053614	POMP'S TIRE SERVICE INC	R	2/05/2019		409.05CR	087838	
	I-90053679	POMP'S TIRE SERVICE INC	R	2/05/2019		95.00CR	087838	
	I-90053885	POMP'S TIRE SERVICE INC	R	2/05/2019		472.28CR	087838	
	I-90053889	POMP'S TIRE SERVICE INC	R	2/05/2019		248.70CR	087838	
	I-90053924	POMP'S TIRE SERVICE INC	R	2/05/2019		589.10CR	087838	
	I-90053948	POMP'S TIRE SERVICE INC	R	2/05/2019		88.00CR	087838	
	I-90054029	POMP'S TIRE SERVICE INC	R	2/05/2019		450.00CR	087838	11,559.13
1246	PREVEA HEALTH							
	I-119940	PREVEA HEALTH	R	2/05/2019		27.75CR	087839	27.75
0395	PRO ONE JANITORIAL INC							
	I-141503	PRO ONE JANITORIAL INC	R	2/05/2019		1,125.00CR	087840	1,125.00

Attachment: 2-5-19 VOUCHERS (7864 : Voucher Approval.)

PACKET: 06028 FEB 2019 COUNCIL - 1 2-5-19
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7584	R LEWIS TECHNOLOGIES INC							
	I-8893	R LEWIS TECHNOLOGIES INC	R	2/05/2019		68.75CR	087841	68.75
5973	RAE-COR DISTRIBUTING INC							
	I-12647	RAE-COR DISTRIBUTING INC	R	2/05/2019		331.06CR	087842	331.06
0227	REINDERS INC							
	I-1767744-00	REINDERS INC	R	2/05/2019		637.44CR	087843	637.44
0228	RENT A FLASH OF WISCONSIN INC							
	I-65141	RENT A FLASH OF WISCONSIN INC	R	2/05/2019		1,109.60CR	087844	
	I-65152	RENT A FLASH OF WISCONSIN INC	R	2/05/2019		1,020.00CR	087844	2,129.60
5393	RICOH USA INC.							
	I-5055520145	RICOH USA INC.	R	2/05/2019		222.94CR	087845	222.94
0158	ROBERT E LEE & ASSOCIATES INC							
	I-74971	ROBERT E LEE & ASSOCIATES INC	R	2/05/2019		2,744.75CR	087846	2,744.75
1890	S I METALS AND SUPPLY							
	I-218886	S I METALS AND SUPPLY	R	2/05/2019		25.00CR	087847	25.00
7513	SAFE FLOW LLC							
	I-2018159	SAFE FLOW LLC	R	2/05/2019		425.00CR	087848	
	I-2018160	SAFE FLOW LLC	R	2/05/2019		170.00CR	087848	595.00
0235	SAINT VINCENT HOSPITAL							
	I-48996	SAINT VINCENT HOSPITAL	R	2/05/2019		67.61CR	087849	67.61
3234	SHERWIN WILLIAMS							
	I-1510-9	SHERWIN WILLIAMS	R	2/05/2019		135.00CR	087850	
	I-1543-0	SHERWIN WILLIAMS	R	2/05/2019		105.00CR	087850	240.00
1446	SNAP ON INDUSTRIAL							
	I-ARV/38456516	SNAP ON INDUSTRIAL	R	2/05/2019		703.31CR	087851	
	I-ARV/38600435	SNAP ON INDUSTRIAL	R	2/05/2019		223.88CR	087851	927.19
7503	STANGEL INC							
	I-6189	STANGEL INC	R	2/05/2019		450.00CR	087852	450.00
0999	STAPLES ADVANTAGE							
	I-3400133591	STAPLES ADVANTAGE	R	2/05/2019		15.33CR	087853	
	I-3400133592	STAPLES ADVANTAGE	R	2/05/2019		86.90CR	087853	
	I-3401265304	STAPLES ADVANTAGE	R	2/05/2019		23.01CR	087853	125.24

Attachment: 2-5-19 VOUCHERS (7864 : Voucher Approval.)

PACKET: 06028 FEB 2019 COUNCIL - 1 2-5-19
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4094	STATE BAR OF WISCONSIN							
	I-5055027	STATE BAR OF WISCONSIN	R	2/05/2019		110.91CR	087854	110.91
0257	STREICHER'S INC							
	C-CM281490	STREICHER'S INC	R	2/05/2019		35.98	087855	
	I-I1346853	STREICHER'S INC	R	2/05/2019		79.97CR	087855	
	I-I1346970	STREICHER'S INC	R	2/05/2019		21.99CR	087855	65.98
1119	THE SWAN CLUB							
	I-201901309054	THE SWAN CLUB	R	2/05/2019		605.48CR	087856	605.48
0752	SYSTEMS FURNITURE INC							
	I-33419	SYSTEMS FURNITURE INC	R	2/05/2019		7,877.00CR	087857	7,877.00
7336	TIGER SUPPLIES INC							
	I-S150225	TIGER SUPPLIES INC	R	2/05/2019		232.81CR	087858	232.81
0555	TIME WARNER CABLE LLC							
	I-201901309055	TIME WARNER CABLE LLC	R	2/05/2019		28.69CR	087859	
	I-201901309056	TIME WARNER CABLE LLC	R	2/05/2019		11.03CR	087859	39.72
1301	TRACE ANALYTICS INC							
	I-18-21107	TRACE ANALYTICS INC	R	2/05/2019		368.00CR	087860	368.00
0268	TRUCK EQUIPMENT INC							
	I-825261-00	TRUCK EQUIPMENT INC	R	2/05/2019		252.84CR	087861	
	I-827646-00	TRUCK EQUIPMENT INC	R	2/05/2019		84.20CR	087861	
	I-828089-00	TRUCK EQUIPMENT INC	R	2/05/2019		240.33CR	087861	577.37
0417	TWEET GAROT MECHANICAL INC							
	I-18-21	TWEET GAROT MECHANICAL INC	R	2/05/2019		72,050.00CR	087862	
	I-69567	TWEET GAROT MECHANICAL INC	R	2/05/2019		3,500.00CR	087862	
	I-69595	TWEET GAROT MECHANICAL INC	R	2/05/2019		1,174.00CR	087862	
	I-69734	TWEET GAROT MECHANICAL INC	R	2/05/2019		857.00CR	087862	
	I-69964	TWEET GAROT MECHANICAL INC	R	2/05/2019		598.00CR	087862	
	I-70231	TWEET GAROT MECHANICAL INC	R	2/05/2019		127.00CR	087862	78,306.00
1911	UNITED PARCEL SERVICE INC							
	I-70A6Y6029	UNITED PARCEL SERVICE INC	R	2/05/2019		8.38CR	087863	8.38
0857	USA BLUEBOOK							
	I-715111	USA BLUEBOOK	R	2/05/2019		250.51CR	087864	
	I-780150	USA BLUEBOOK	R	2/05/2019		590.88CR	087864	841.39

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0277	VAN'S FIRE & SAFETY INC							
	I-4118755	VAN'S FIRE & SAFETY INC	R	2/05/2019		58.20CR	087865	58.20
7210	VANDEN PLAS SANITATION INC.							
	I-37551	VANDEN PLAS SANITATION INC.	R	2/05/2019		131.60CR	087866	131.60
3707	VIKING ELECTRIC SUPPLY							
	I-S001995351.003	VIKING ELECTRIC SUPPLY	R	2/05/2019		39,625.00CR	087867	
	I-S002241805.001	VIKING ELECTRIC SUPPLY	R	2/05/2019		253.20CR	087867	
	I-S002241805.002	VIKING ELECTRIC SUPPLY	R	2/05/2019		16.70CR	087867	
	I-S002249361.001	VIKING ELECTRIC SUPPLY	R	2/05/2019		173.96CR	087867	
	I-S002249399.001	VIKING ELECTRIC SUPPLY	R	2/05/2019		225.51CR	087867	
	I-s002192654.002	VIKING ELECTRIC SUPPLY	R	2/05/2019		1,282.00CR	087867	
	I-s002242095.001	VIKING ELECTRIC SUPPLY	R	2/05/2019		38.45CR	087867	
	I-s002264431.002	VIKING ELECTRIC SUPPLY	R	2/05/2019		44.81CR	087867	
	I-s002264514.001	VIKING ELECTRIC SUPPLY	R	2/05/2019		44.81CR	087867	41,704.44
5892	VONBRIESEN & ROPER SC							
	I-276894	VONBRIESEN & ROPER SC	R	2/05/2019		147.70CR	087868	147.70
7325	JESSE WEGNER							
	I-201901309057	JESSE WEGNER	R	2/05/2019		125.00CR	087869	125.00
2645	WI DEPT OF JUSTICE							
	I-201901309039	WI DEPT OF JUSTICE	R	2/05/2019		7.00CR	087870	7.00
7527	WI DEPT OF JUSTICE							
	I-455TIME-0000006111	WI DEPT OF JUSTICE	R	2/05/2019		300.00CR	087871	
	I-455TIME-0000006358	WI DEPT OF JUSTICE	R	2/05/2019		768.00CR	087871	1,068.00
6469	WI DOCUMENT IMAGING							
	I-56527	WI DOCUMENT IMAGING	R	2/05/2019		321.13CR	087872	321.13
0537	WI EMERGENCY MNGMT/SERB							
	I-201901309058	WI EMERGENCY MNGMT/SERB	R	2/05/2019		1,435.00CR	087873	1,435.00
1466	WI SUPREME COURT							
	I-201901309059	WI SUPREME COURT	R	2/05/2019		700.00CR	087874	700.00
1091	ALEX ZELLNER							
	I-201901309060	ALEX ZELLNER	R	2/05/2019		125.00CR	087875	125.00

Attachment: 2-5-19 VOUCHERS (7864 : Voucher Approval.)

PACKET: 06028 FEB 2019 COUNCIL - 1 2-5-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

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

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	116	0.00	648,585.86	648,585.86
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	3	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	119	0.00	648,585.86	648,585.86

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 2-5-19 VOUCHERS (7864 : Voucher Approval.)

PACKET: 06028 FEB 2019 COUNCIL - 1 2-5-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	2/2019	130,547.56CR
201	2/2019	26,251.02CR
209	2/2019	1,051.00CR
290	2/2019	584.25CR
292	2/2019	393.75CR
405	2/2019	326,049.93CR
415	2/2019	79,253.00CR
425	2/2019	7,877.00CR
601	2/2019	47,540.72CR
650	2/2019	29,037.63CR
ALL		648,585.86CR

Attachment: 2-5-19 VOUCHERS (7864 : Voucher Approval.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**February 5, 2019**
DEPARTMENT:	**Planning**
FROM:	**Kimberly Flom**
SUBJECT:	**Consideration and possible action on proposal received in response to Request for Proposals for the Redevelopment of 123 N. Broadway Street (ED-769) submitted by Tadych Investment Partners, LLC (TIP LLC).**

ATTACHMENTS:

- 123 N Broadway CC Memo 2-2019 (PDF)
- TIP Redevelopment Proposal (1-14-19) (PDF)
- Exhibit A (PDF)

CITY OF DE PERE
MEMO

To: Common Council
From: Kimberly Flom, Development Services Director
Date: February 5, 2019

RE: **123 N. Broadway – Consideration of Redevelopment Proposal**

In October 2018, the De Pere Common Council authorized the issuance of a Request for Proposals (RFP) for redevelopment of the 123 N. Broadway (Parcel ED-769). We received one response to the RFP, submitted by Tadych Investment Partners, LLC (TIP LLC). Their submittal is attached for review.

TIP LLC proposes a 38,000 square foot, four-story mixed-use building featuring:

- Approximately 2,500 square feet of commercial store front office space facing Broadway (1st Floor);
- 4 fully furnished short-term rental units (1st Floor Mezzanine);
- 10 one and 4 two bedroom apartment units (2nd and 3rd Floors);
- 2 luxury residential condominiums (4th Floor), each of which shall include a private 2 stall garage;
- 19 indoor, heated parking spaces (Basement);
- Secure elevator access from street and parking levels;
- Courtyard and raised patio space facing Broadway;
- Parklet green spaces along Broadway.

Attachment: 123 N Broadway CC Memo 2-2019 (7825 : 123 N. Broadway RFP)

The Request for Proposal issued by the City included the following Cultural District Master Plan Components and RFP Objectives.

Cultural District Master Plan Components

- Building height of 2-4 stories for this property.
  The building is proposed at 4 stories.

- Design guidelines recommend the use of articulation and architectural features that create depth and rhythm along the building.
  The building design includes both articulation and architectural features, both horizontally and vertically.

- Consideration of creative setbacks in order to increase the pedestrian realm along Broadway.
  A creative setback is proposed in order to provide a pedestrian plaza that also benefits the ground floor commercial space. The project also proposed parklets in order to maximize the pedestrian realm in front of the building.

- Maintain an urban form by minimizing or eliminating surface parking and developing multi-story buildings that increase downtown density while preserving existing character.
  An urban form is proposed and no surface parking is included with the proposal.

RFP Objective

1. Incorporation of ground-floor commercial use that contributes to an interactive and vibrant pedestrian experience. A square footage amount for commercial use on the ground floor has not been specified.
   Ground floor commercial has been included in the proposal.

2. The development above the ground floor can be a mix of uses that may include residential or commercial uses.
   A mix of uses are proposed for the building.

3. The proposed development must exemplify exceptional architecture and sustainable design and construction. LEED certification is not required. The project should complement and be respectful of adjacent land uses.
   The design strategy, per the proposal is to 'create a new building that offering modern amenities while maintaining a deep connection to the old-world charm of downtown De Pere.'
   The building is proposed to utilize brick, dark window frames, limestone sills and awnings.

4. Public parking spaces do not need to be maintained, but parking for the proposed development must be provided. If parking is proposed below minimum Code requirements, a written explanation should be provided that explains why the proposed parking is adequate for the proposed development.
   Current zoning code would require the following parking spaces:
   6 two+ Bedroom Units (1.75/unit) = 11

Attachment: 123 N Broadway CC Memo 2-2019 (7825 : 123 N. Broadway RFP)

12 one Bedroom Units (1.5/Unit) = 18
2 Studio/Efficiency Units (1/Unit) = 2
Commercial 2,480 S.F. (4.5/1,000 assuming retail) = 11
Total Parking Required = 41
Total Parking Provided = 19

The proposed project includes 19 indoor parking spaces. 4 are dedicated to the condominium units (2 stalls each) and 15 are dedicated to the 14 long term rental units (1.07/unit). The short term rental units and commercial space are anticipated to utilize street or nearby public parking surface lots. The proposal did include a parking strategy paragraph that noted that they believe the parking provided in their plan is adequate, based on their experience with the 102 on Broadway project.

It is important to note that recent downtown development projects typically do not provide parking that meets current Zoning Code requirements. The requirements for the downtown, in particular, are likely to be reduced as part of the Zoning Code rewrite. The 102 on Broadway was approved with 27 parking spaces for 29 units and ground floor commercial. The project was approved with the acknowledgement that the 36 additional spaces needed would be provided by nearby public parking stalls.

Project Costs
Current project costs for the proposed redevelopment total $5,500,000 and include a City Incentive request of a land purchase price of $10,000 and a Developer Grant for $1,400,000 (approximately 35% of assessed value). The RFP includes a proposed guaranteed assessed value of $4,000,000. Using the City's current tax rate of $20.44 and a 20 year TID, the project would generate approximately $1,471,680. Bonding for a $1.4M developer incentive would yield interest and bonding charges of $300,000 or more. The City typically does not provide 100% of increment as incentive for private development and in this case, the requested incentive may not even be recovered by the TID once interest and bonding costs are finalized. Therefore, more work is needed to refine the numbers and analyze the cost and value of the proposed development.

The redevelopment of this parcel will require a number of different reviews including, but not limited to:

- Creation of a new Tax Increment Financing District (Plan Commission, Council, Joint Review Board)
- Redevelopment Agreement and Property Acquisition (Finance/Personnel & Council)
- Site Plan (Plan Commission)
- Conditional Use Permit for a Mixed Use Building (Plan Commission & Common Council)
- Possible utility easement releases
- Possible variance or PDD depending on setbacks/parking/etc.

The overall design and program of the TIP proposal aligns with City goals for redevelopment of the property. Staff requests the authority to work with TIP to negotiate terms for the proposed redevelopment.

Attachment: 123 N Broadway CC Memo 2-2019 (7825 : 123 N. Broadway RFP)

TADYCH
INVESTMENT PARTNERS

January 14, 2019

Ms. Kimberly Flom
Development Services Director
City of De Pere
335 S. Broadway
De Pere, WI 54115

Re: 123 N. Broadway, De Pere, WI

Dear Kim:

In response to the Request for Redevelopment Proposal for the above-captioned site (the "RFP"), Tadych Investment Partners, LLC is pleased to present the following proposal.

SECTION 1 – DEVELOPER QUALIFICATIONS

Developer of Record:

Tadych Investment Partners, LLC
102 N. Broadway, Suite 101
De Pere, WI 54115
Attn: Jason Tadych

Tel: (920) 277-4739
Email: Jason@tip-llc.com

Development Team and Experience:

Jason Tadych and ***Tadych Investment Partners, LLC ("TIP")*** – Mr. Tadych has more than 20 years of commercial real estate investment and development experience. His experience spans several product classes and includes the acquisition and development of investment grade commercial real estate having an aggregate value in excess of $160,000,000. TIP is Mr. Tadych's real estate and development company. **Exhibit A** includes additional background information on Mr. Tadych and information on some of Mr. Tadych's prior projects, including The 102 on Broadway located in the heart of downtown De Pere.

TIP will be the lead developer and property manager for the Project. Mr. Tadych will retain an ongoing ownership interest in the Project.

Rich Starry – Mr. Starry is the owner of Starry Real Estate, LLC, one of the area's premier residential real estate brokerage firms. Mr. Starry owns

Attachment: TIP Redevelopment Proposal (1-14-19) (7825 : 123 N. Broadway RFP)

and occupies the building located at 112 N. Broadway and holds an ownership interest in The 102 on Broadway.

Mr. Starry will be responsible for the marketing and first generation leasing of the Project. Mr. Starry will retain an ongoing ownership interest in the Project.

Project Architect – Performa, Inc. will lead the design team for the project and serve as project architect. Performa Inc. is a Wisconsin based corporation and has served clients in 42 states and five countries. Performa is licensed in over 25 states in all areas of the practice of planning, architecture, interior design, and engineering. Founded by Doug Page and Jeff Kanzelberger on December 1, 1995, they engaged a small, tight-knit group of experienced planners, architects and engineers for the singular purpose of creating more practical solutions for clients' business challenges – solutions that deliver measurably higher operational and financial performance. Our office in De Pere, WI contains open, collaborate spaces allowing planners, architects, engineers and all team members to continually engage in open communication. Currently, Performa employs 35 professionals. Together, this team is responsible for the execution of over $200 million in construction per year for over 2.2 million square feet of space.

General Contractor – The general contractor for the Project will be selected via a competitive bid process among 3 or 4 qualified contractors.

Financial Viability: We propose to capitalize the Project with a combination of cash equity, senior construction debt and development assistance from the City of De Pere. Additional detail on capitalization of the Project is included in Section 3 below.

Over the last 3 years, Mr. Tadych and TIP have sponsored 23 commercial real estate projects totaling more than 260,000 square feet with an aggregate cost approaching $40,000,000. In connection with those projects, Mr. Tadych and his team have raised nearly $9,000,000 of cash equity from private investors and secured nearly $31,000,000 of construction and permanent financing from various financial institutions.

Preliminary discussions with construction lenders have generated strong interest in the Project. As discussed in Section 3 below, we have already obtained a preliminary term sheet for the Project from Associated Bank, N. A. If awarded the opportunity to develop the Project, we will solicit best and final financing proposals from 3 or 4 qualified construction lenders.

Similarly, preliminary conversations with prospective investors indicate a strong level of interest in the Project. Investor arrangements will be finalized once final construction bids have been obtained and a general contractor has been selected.

Attachment: TIP Redevelopment Proposal (1-14-19) (7825 : 123 N. Broadway RFP)

SECTION 2 – THE PROJECT

Project Description: The Project is a 38,000 square foot, four-story mixed-use building featuring:

- Approximately 2,500 square feet of commercial store front office space facing Broadway (1st Floor);
- 4 fully furnished short-term rental units (1st Floor Mezzanine);
- 10 one and 4 two bedroom apartment units (2nd and 3rd Floors);
- 2 luxury residential condominiums (4th Floor), each of which shall include a private 2 stall garage;
- 19 indoor, heated parking spaces (Basement);
- Secure elevator access from street and parking levels;
- Courtyard and raised patio space facing Broadway;
- Parklet green spaces along Broadway.

Preliminary Plans: A color rendering of the Project is included on **Exhibit B**. Preliminary plans for the Project, including site plan, floor plans, building section, and massing studies are included on **Exhibit C**.

Project Strategy: *Design Strategy.* The design strategy for the Project was to once again create a new building offering modern amenities while maintaining a deep connection to the old-world charm of downtown De Pere. In an effort to achieve our goal, we selected building materials (historic-looking brick, dark window frames, limestone sills, and awnings) and a window rhythm reminiscent of the late 1800's for the portions of the building fronting Broadway. We wrapped those materials are around the east and west corners of the building to enhance the sight lines from the north and the south. As the building moves up and away from Broadway, we introduced some newer materials and textures (masonry block and metal shingles) and modified the window layout in an effort to marry the old and the new. The rear elevation also contains a mixture of brick, block and metal shingle to maintain the integrity of the design.

A courtyard and two parklets on the front of the building were included to enhance the aesthetics and functionality of the Project. The courtyard and parklets break up an otherwise continuous mass along Broadway. They create visual interest, an opportunity to incorporate additional green space, and an opportunity for outdoor seating immediately adjacent to a highly visible commercial space.

Finally, we attempted to minimize the Project's impact upon the neighboring properties. To that end, we preserved a walkway along the south side of the Project to maintain a midblock connection between Broadway and the alley. We also preserved a light and air alley on the north side of the Project so that none of the windows on the south side of the neighboring building are obstructed.

Attachment: TIP Redevelopment Proposal (1-14-19) (7825 : 123 N. Broadway RFP)

Economic Strategy. The economic strategy for the Project was shaped by our experience with The 102 on Broadway. First, we know that the demand for first-class apartments in downtown De Pere remains strong. The initial lease-up at The 102 on Broadway took less time than expected, unit turnover has been relatively limited, and available units have leased quickly. As of the date of this proposal, we have more than 50 people on our waiting list and new prospects are joining nearly every week. Most people are focused on one and/or two bedroom units, and we have designed the Project to address the unfulfilled demand.

Second, we often receive inquiries regarding short-term, furnished rentals. These are typically from people with changing life circumstances (job transfers, sale of home, change of marital status) or people coming to town on a temporary basis. The market in general offers few options other than extended stay hotels. We believe that the Project will compete favorably due to its boutique nature and downtown location.

Third, there is pent up demand for condominiums in our market. As people are making the transition from familial households to empty-nest households, many want to transition from larger, traditional suburban style homes to smaller, maintenance-free living options. Although the growing upper-end rental market has captured some of that demand, many prefer to own than to rent. In fact, we often receive condominium inquiries at The 102 on Broadway. Recent condominium projects in the market have absorbed quickly (i.e. Woods Edge, Pelican Landing, The Preserve) at prices ranging from $300,000 to more than $800,000. We are confident that the market will absorb two amazing top floor units featuring 2,900 SF of living space, 300+ SF of outdoor living space and private two stall garages.

Parking Strategy. As noted above, the Project includes 19 indoor parking spaces. Four spaces are allocated to each condominium unit and 15 indoor parking spaces are allocated to the 14 long-term rental units on floors 2 and 3 of the Project. Tenants of the four short-term rental units on the first floor mezzanine will need to rely on long-term parking options available in the downtown area. Though the on-site parking counts of the Project are less than the counts contemplated by code, we believe that they are adequate. First, we have observed that the tenant base at The 102 on Broadway has not significantly burdened existing surface parking resources. The majority of our residents have only one car. Several have second residences, and several are frequent business travelers. We expect the tenant base at the proposed Project to be similar.

Project Cost Budget; Sources of Funds: Our preliminary cost budget and capitalization plan for the Project is as follows:

Project Cost Budget:

Site Acquisition:	$10,000
Hard Construction Cost:	$4,500,000
Design Cost:	$200,000
Financing Costs:	$340,000
Other Soft Costs:	$200,000
Contingency:	$250,000
Total Project Cost:	**$5,500,000**

Sources of Funds:

Cash Equity:	$900,000
Developer Assistance:	$1,400,000
Senior Construction Loan:	$3,200,000
Total Sources of Funds:	**$5,500,000**

Though the Project Cost Budget is preliminary in nature until such time as a full set of plans can be developed and competitively bid, it was developed based on historical cost analysis of The 102 on Broadway and recent pricing exercises with major subcontractors.

The Senior Construction Loan amount is derived from preliminary construction loan term sheet for the Project provided by Associated Bank, N.A.

Project Timeline: Assuming the City selects a developer on or before April 1, 2019, our team estimates that the Project can be completed and ready for tenant occupancy on or before September 1, 2020.

Attachment: TIP Redevelopment Proposal (1-14-19) (7825 : 123 N. Broadway RFP)

SECTION 3 – CITY PARTICIPATION

Site Acquisition: We propose to acquire the site from the City on the following terms and conditions:

Purchase Price:	$10,000.00
Inspection Period:	TIP shall have 120 days from the execution and delivery of the purchase and sale agreement to complete its due diligence investigations of the site, confirm the financial feasibility of the Project, and secure development approvals for the Project. During the first 30 days of the Inspection Period, the City, at the City's expense, shall provide TIP with a Phase II environmental study of the site. TIP and the City shall mutually agree upon the scope of said study.
Developer Assistance:	During the Inspection Period, TIP and the City shall use good faith efforts to negotiate the terms and conditions of a mutually agreeable TIF/Development Agreement.
Closing Date:	The closing shall occur within 30 days after the expiration of the Inspection Period.
Brokerage/Consulting Fees:	None.

Developer Assistance: In order to move forward with the Project, we respectfully request developer assistance from the City of De Pere in the amount of $1,400,000. The magnitude of the request was determined by subtracting from (a) the estimate total cost of the Project ($5,500,000), (b) the estimated net sale proceeds of the top floor condominiums ($1,200,000), and (c) the estimated fair market value of the balance of the Project ($2,900,000). The estimated fair market value of the Project was derived using an income capitalization model. The model is based upon current market rents and expenses, a 5% vacancy rate and a 7% capitalization rate. For your reference, a worksheet detailing the calculations and underlying assumptions is included on **Exhibit D**.

We estimate that the Project will generate approximately $4,000,000 of new assessed value. Thus, the request is equivalent to 35% of the expected increment. Assuming the Project generates at least $80,000 per year in new tax revenue and an interest rate of 3.5%, the requested developer assistance will be repaid in less than 20 years if 100% of the annual increment from the Project is applied to service the up-front award.

Attachment: TIP Redevelopment Proposal (1-14-19) (7825 : 123 N. Broadway RFP)

We acknowledge that amount of the requested developer assistance package is larger than the package provided for The 102 on Broadway. However, the cost of construction and the cost of capital have increased significantly over the last 3 years. As such, the total cost of this Project is likely to be 20- 25% higher on a per square basis than our cost to deliver The 102 on Broadway, and the initial gap between the cost of the Project and the market value of the Project is larger.

Since the developer assistance will be viewed as additional "developer equity" in the Project from our lender's perspective, we would prefer to the see a portion of the developer assistance funded upon closing with the balance to be funded upon achieving certain milestones during the construction process. We propose using the Developer Agreement for The 102 on Broadway as a guideline for the Developer Agreement for this Project. However, recent changes to the tax code may necessitate structuring the developer assistance as a loan to be forgiven over time rather than as a one-time grant.

* * * *

This Proposal is non-binding, and that the agreement of the parties, when reached will be embodied in a definitive purchase and sale agreement and a development agreement executed by the parties.

We look forward to the opportunity to partner with the City of De Pere on another exciting Project.

Respectfully,

TADYCH INVESTMENT PARTNERS,
LLC

By: *Jason Tadych*

Exhibit A

Attachment: TIP Redevelopment Proposal (1-14-19) (7825 : 123 N. Broadway RFP)

Exhibit B

Attachment: TIP Redevelopment Proposal (1-14-19) (7825 : 123 N. Broadway RFP)

Exhibit C

Attachment: TIP Redevelopment Proposal (1-14-19) (7825 : 123 N. Broadway RFP)

TADYCH INVESTMENT PARTNERS

123 BROADWAY
Public RFP

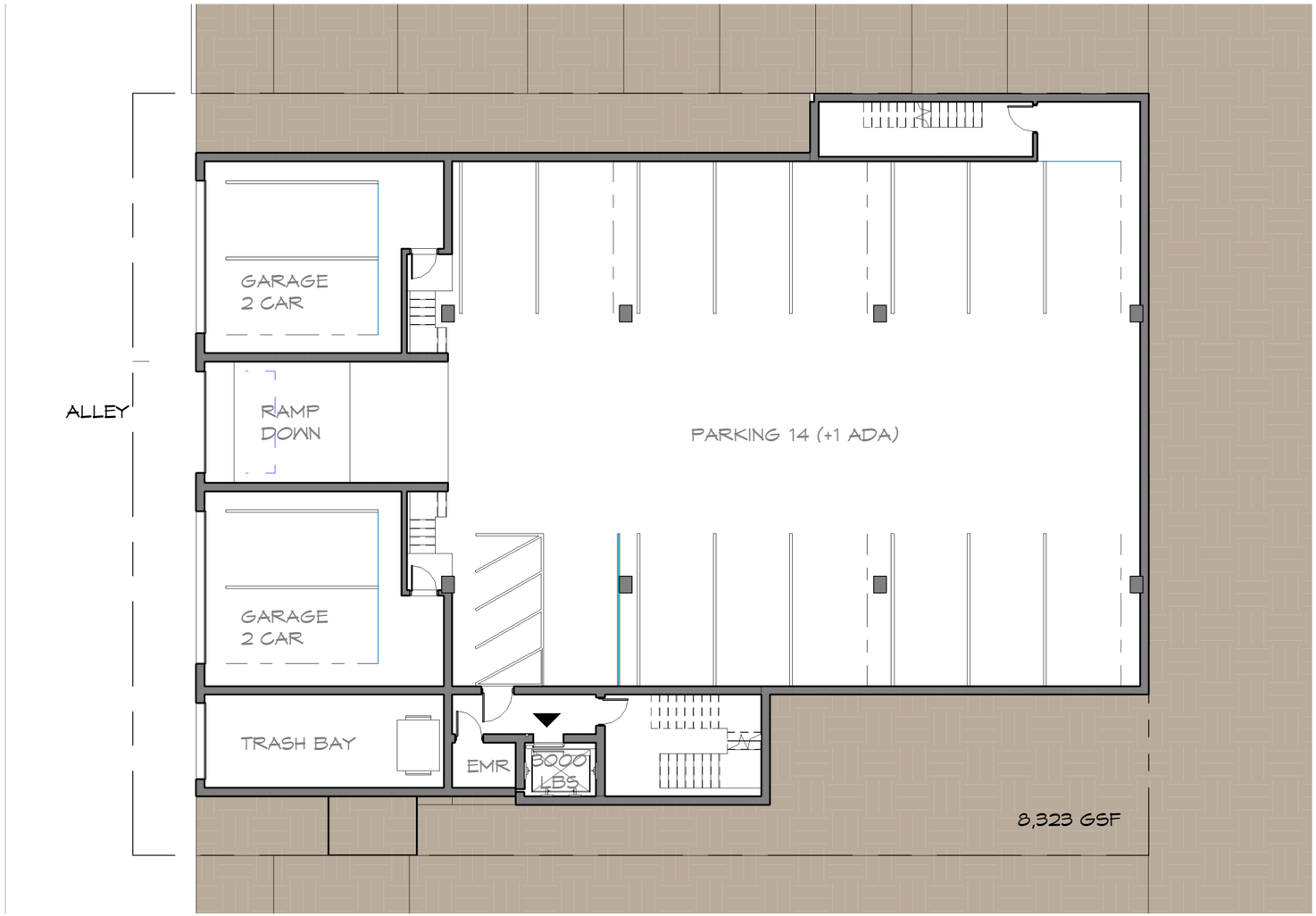
SITE PLAN

SCALE: 1/32" = 1'-0"

0' 16' 32' 64'

Performa ARCH

Attachment: TIP Redevelopment Proposal (1-14-19) (7825 : 123 N. Broadway RFP)



TADYCH INVESTMENT PARTNERS

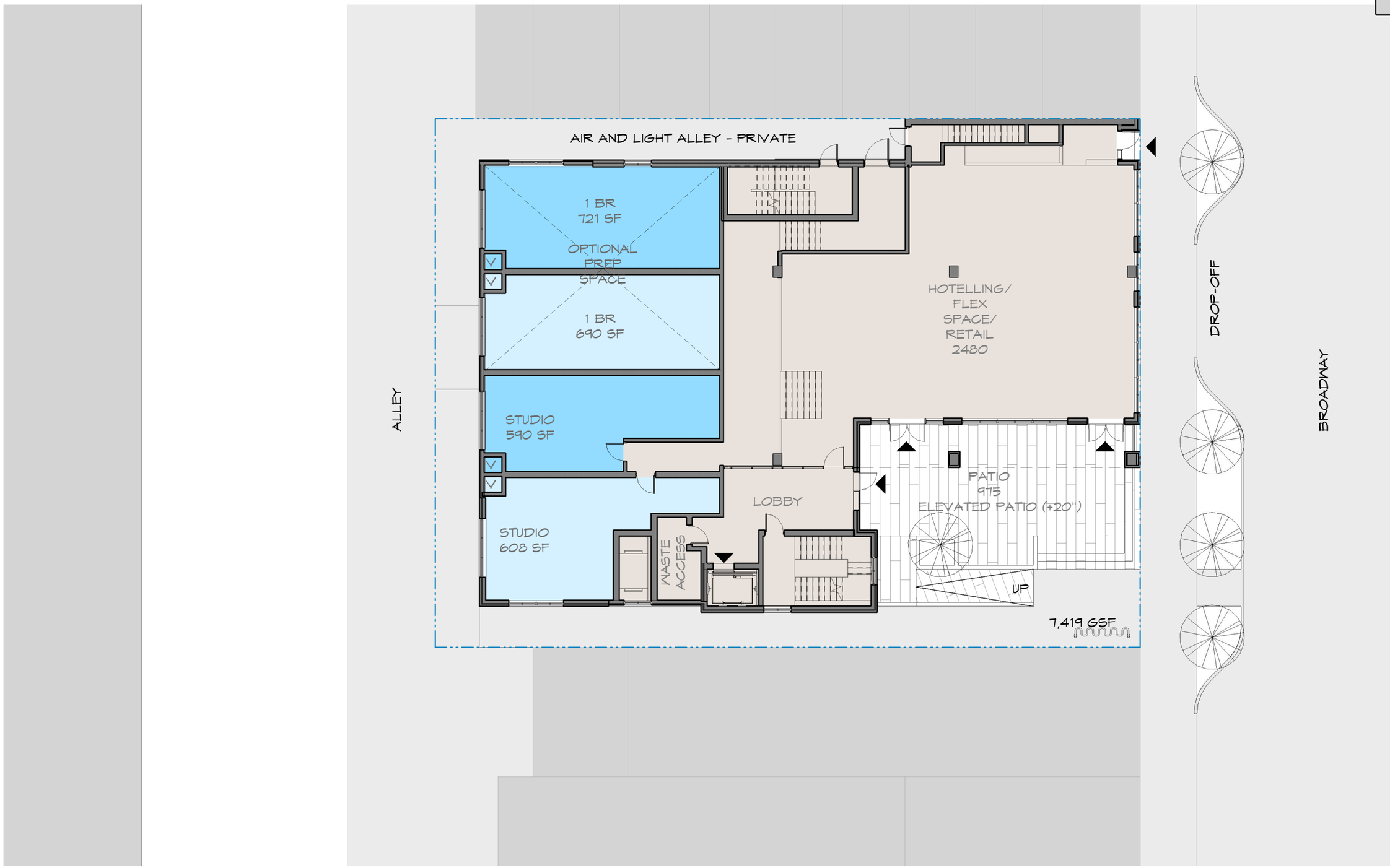
123 BROADWAY
Public RFP

LOWER LEVEL

SCALE: 1/16" = 1'-0"

Performa ARCH

Attachment: TIP Redevelopment Proposal (1-14-19) (7825 : 123 N. Broadway RFP)



TADYCH INVESTMENT PARTNERS

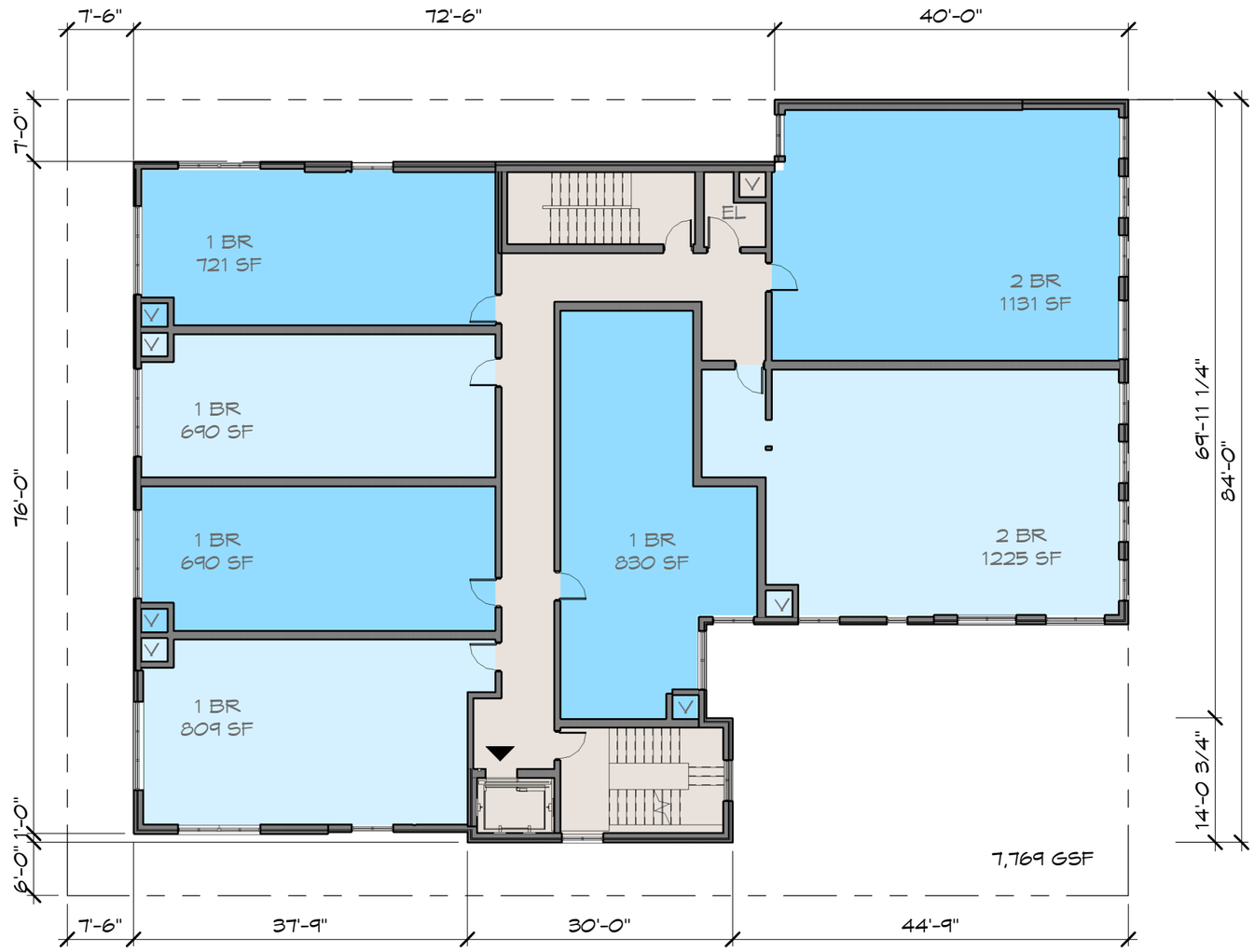
123 BROADWAY
Public RFP

FIRST FLOOR

SCALE: 1/16" = 1'-0"

Performa ARCH

Attachment: TIP Redevelopment Proposal (1-14-19) (7825 : 123 N. Broadway RFP)



TADYCH INVESTMENT PARTNERS

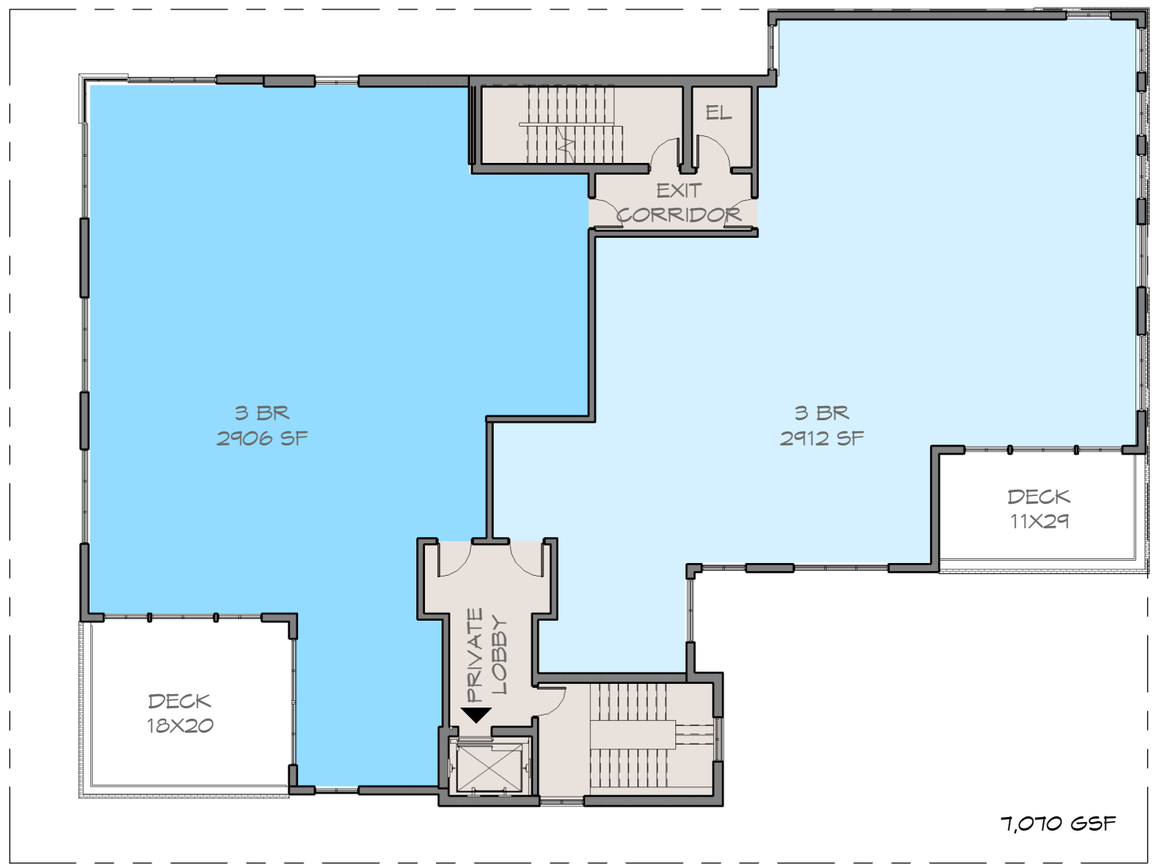
123 BROADWAY
Public RFP

SECOND AND THIRD FLOOR

SCALE: 1/16" = 1'-0"

Performa ARCH

Attachment: TIP Redevelopment Proposal (1-14-19) (7825 : 123 N. Broadway RFP)



TADYCH INVESTMENT PARTNERS

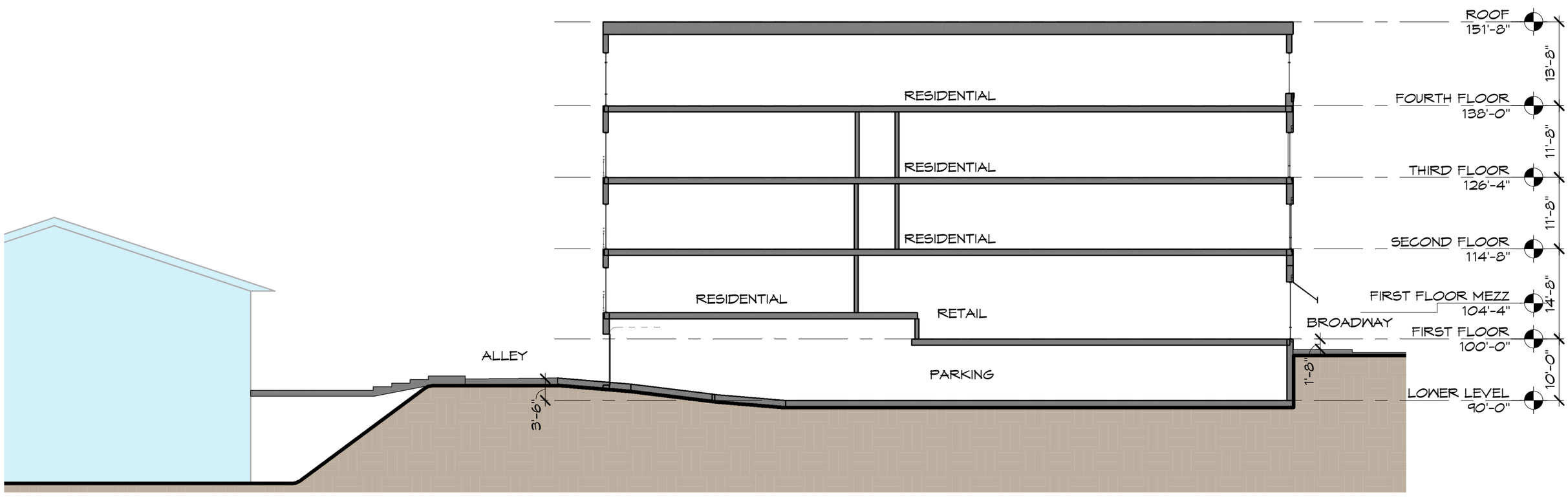
123 BROADWAY
Public RFP

FOURTH FLOOR

SCALE: 1/16" = 1'-0"

Performa ARCH

Attachment: TIP Redevelopment Proposal (1-14-19) (7825 : 123 N. Broadway RFP)



TADYCH INVESTMENT PARTNERS

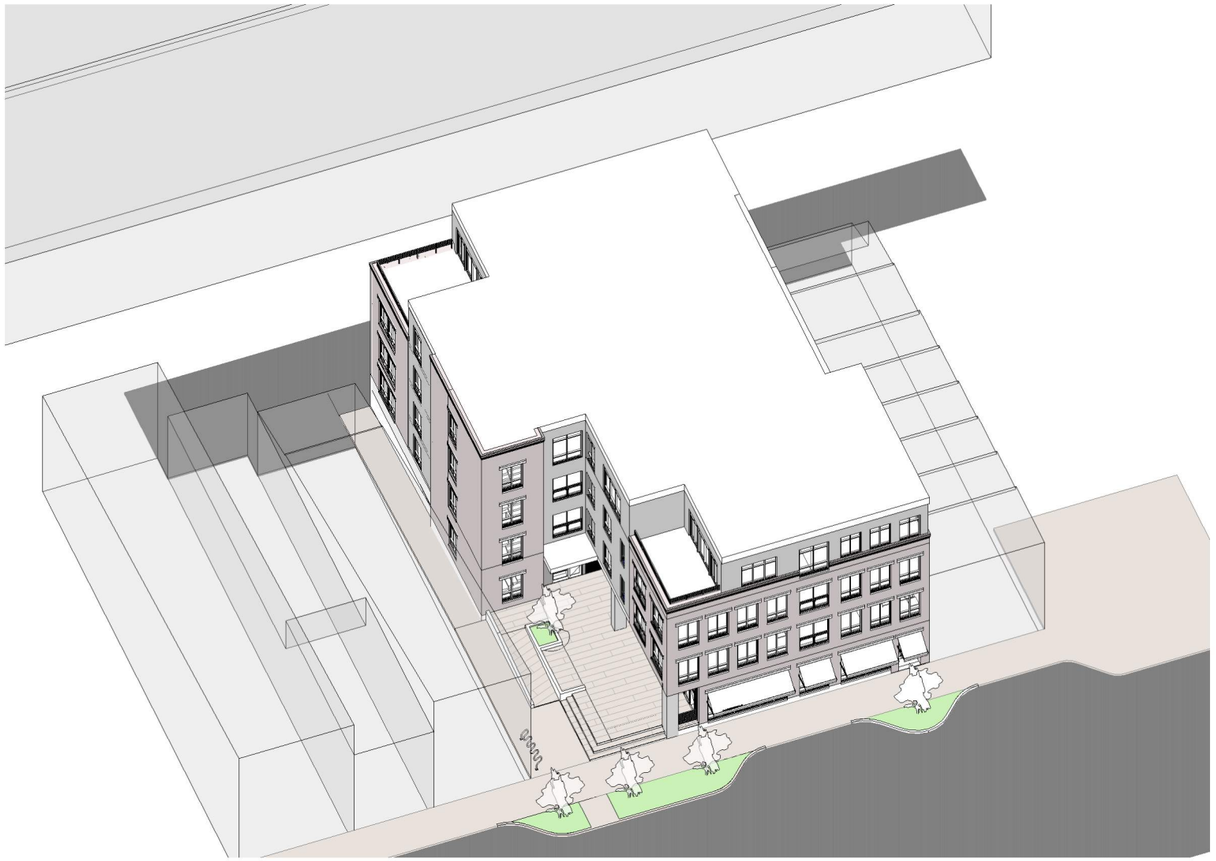
123 BROADWAY
Public RFP

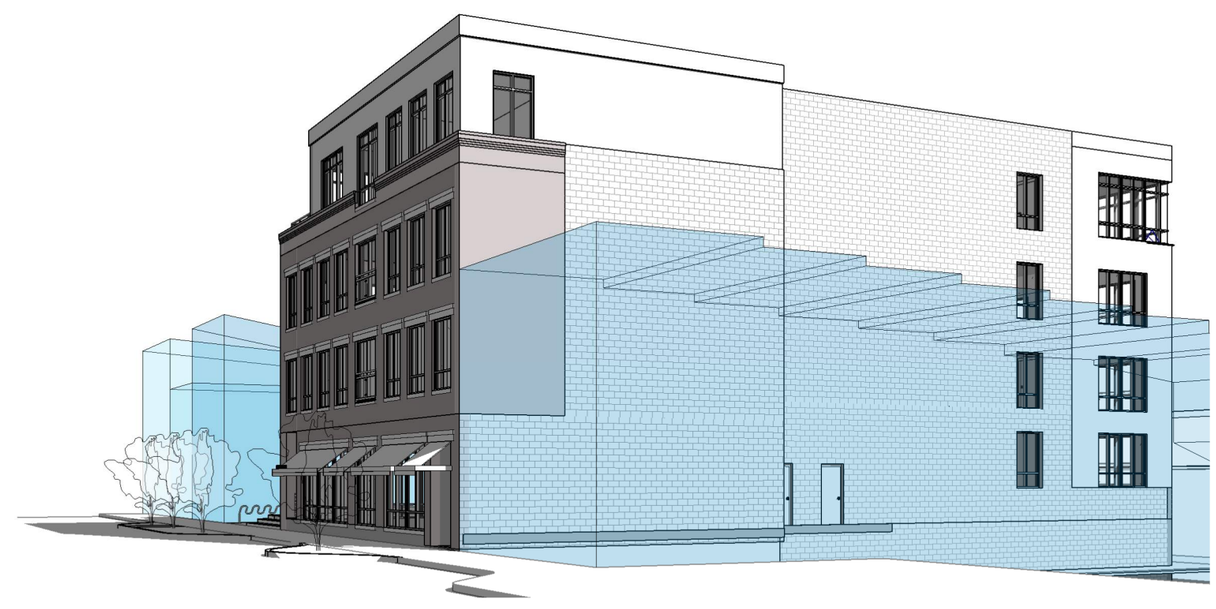
SECTION

SCALE: 1/16" = 1'-0"

Performa ARCH

Attachment: TIP Redevelopment Proposal (1-14-19) (7825 : 123 N. Broadway RFP)





TADYCH INVESTMENT PARTNERS

123 BROADWAY
Public RFP

MASSING

SCALE:

Performa ARCH

EXHIBIT D

Total Project Cost	$	5,500,000
Less: Net Proceeds of Condominium Sales	$	(1,200,000)
Less: Fair Market Value of Mixed-Use Building (See below)	$	(2,885,657)
Gap/Develper Assistance Requested	$	1,414,343

Rent Roll	No. of Units		Rent/Mo		Total
Commercial	1	$	3,500.00	$	42,000
1 Br 1Ba	10	$	1,050.00	$	126,000
2Br 2Ba	4	$	1,700.00	$	81,600
Furnished	4	$	1,400.00	$	67,200
Parking	15	$	50.00	$	9,000
Total Rental Income				$	325,800
Vacancy & Collection	5.00%			$	(16,290)
Effective Gross Income				$	309,510
Operating Expenses	33.00%			$	(107,514)
Net Operating Income				$	201,996
Fair Market Value if Cap Rate =	7.00%			$	2,885,657

Attachment: TIP Redevelopment Proposal (1-14-19) (7825 : 123 N. Broadway RFP)

JASON TADYCH – PROFESSIONAL PROFILE

Mr. Tadych founded Tadych Investment Partners, LLC ("TIP") in 2014. TIP is a closely held commercial real estate investment and development firm based in De Pere, Wisconsin. Since its inception, TIP has raised $3,300,000 in cash equity from private investors and acquired and developed more than $11,000,000 of investment grade commercial real estate.

Prior to founding TIP, Mr. Tadych was an owner and principal of United Development Group, LLC ("UDG") and a managing principal of UDG Opportunity Fund I, LLC and UDG Opportunity Fund II, LLC (together the "UDG Funds"). UDG is a tenant driven retail shopping center developer. The UDG Funds are the investment vehicles UDG employed to develop more than 20 retail shopping centers across the Upper Midwest and Northern Plains States. Mr. Tadych was the principal in charge of land acquisition, leasing, project underwriting and the legal affairs of UDG and the UDG Funds.

Prior to joining UDG, Mr. Tadych was the General Counsel and Chief Investment Officer for WG&R Holdings in Green Bay, Wisconsin. WG&R Holdings is the holding company that owns and operates WG&R Furniture, WG&R Bedding Company, and several special purpose real estate entities. In this role Mr. Tadych managed all legal affairs of the company and all real estate matters for the company's 450,000 square feet of leased and owned retail and industrial real estate.

Prior to joining WG&R, Mr. Tadych served as the Senior Vice President and Project Principal for Panattoni Development Company in Denver, Colorado. In that role Mr. Tadych was charged with the oversight of all aspects of the company's office and industrial operations in the Rocky Mountain region. Those responsibilities included development, acquisitions, dispositions, leasing and asset management of 1,400,000 square feet of investment grade commercial real estate.

Mr. Tadych began his real estate career as a commercial real estate attorney and practiced law for 8 years. His practice focused on the representation of private and institutional clients in complex commercial real estate transactions across the nation. Mr. Tadych earned a Bachelor of Science in Business Administration from Washington University in St. Louis, Missouri and a Juris Doctor from Northwestern University School of Law in Chicago, Illinois.

Mr. Tadych grew up in Green Bay, WI, is an alumnus of Premontre High School and now resides in Ashwaubenon, Wisconsin with his wife and twin daughters.

Attachment: Exhibit A (7825 : 123 N. Broadway RFP)

MILE HIGH BUSINESS CENTER - DENVER, COLORADO

Mile High Business Center is the re-development of the 100 acre former Samsonite Corporate Campus in Denver, Colorado. It was purchased with a vision to transform the site from an outdated corporate headquarters and manufacturing plant into a Class A, light industrial, warehouse and distribution park. Mile High Business Center is located adjacent to I-70 in the heart of Denver's largest and most active industrial submarket. Today, Mile High Business Center accommodates over 1,000,000 SF of state-of-the-art warehouse and distribution space.

In addition to the vertical development outlined above, the project involved the acquisition and lease-back of the campus, the formation of a special taxing district and the issuance of a tax-exempt infrastructure bond, the construction and dedication of a public ROW and regional drainage structures, significant environmental remediation, several separate construction loans and both private and institutional capital partners.

Total investment in Mile High Business Center exceeded $50,000,000.

Attachment: Exhibit A (7825 : 123 N. Broadway RFP)

GATEWAY PLAZA AT MERIDIAN - DENVER, COLORADO

Gateway Plaza at Meridian is a 143,000 SF, class A office building located in the southern suburbs of Denver, Colorado. The building was purchased as a redevelopment and re-positioning opportunity. The building was originally constructed as a single tenant building with a cafeteria and three-story atrium. Shortly after acquisition, the cafeteria was recaptured and structural floors were added to the atrium thereby adding more than 10,000 rentable SF to the building and creating one of the largest floor plates in the submarket. Additionally, all finishes in the lobby and common areas were updated and a new fitness center was installed in the garden level of the building. After stabilizing the asset by renewing two existing tenants at premium rents and securing a new investment grade tenant for the majority of the vacancy in the building, it was sold for a substantial profit.

Total investment in Gateway Plaza at Meridian exceeded $25,000,000

AURORA LOAN SERVICES BTS - SCOTTSBLUFF, NEBRASKA

This project is a 175,000 square foot build-to-suit office/call center for Aurora Loan Services in Scottsbluff, Nebraska. The building is a two story, concrete tilt up structure. This facility houses a call center, data recovery and storage, a capture center, and a cafeteria for roughly 1,000 employees. The facility includes significant security systems, an emergency generator and UPS system, 18" raised flooring, and substantial telephone and fiber optic services.

Total investment in this Project exceeded $20,000,000.

Attachment: Exhibit A (7825 : 123 N. Broadway RFP)

102 N. Broadway – De Pere, Wisconsin

102 N. Broadway is a 54,000 square foot, Class A mixed use building. It contains 29 luxury apartments, 2 commercial suites, and 27 indoor, heated parking stalls. Construction commenced in July of 2016 and was completed in August of 2017. The project was capitalized with a combination of private investor equity, a TIF grant from the City of De Pere and long-term bank debt.

Total investment in the project exceeds $6,500,000.