



Common Council

Regular Meeting

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

Agenda

Wednesday, November 7, 2018

7:30 PM

De Pere City Hall Council Chambers

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

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the Minutes of the October 16, 2018 Common Council Meeting.
4. Public comment upon matters not on the agenda and other announcements.
5. Recommendation from the Plan Commission to approve a Proposed Extraterritorial 35 Lot and 3 Outlot final plat of Hidden Ackers at 2200 BLK French Road in Town of Lawrence (Parcels L-444 & L-446). Submitted by Randall J. Oettinger, PLS, authorized representative for NAZCR TRAC LLC, property owner.
6. Recommendation by the License Committee on a Request by Morgan R. Martens to Appear Before the License Committee Regarding Denial of his Operator License Application.
7. Ordinance #18-22 Establishing 2020 and 2021 Salaries for Elected Officials for the City of De Pere (second reading).
8. Ordinance #18-24 Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.
9. Ordinance #18-25 Amending §13-7(a)(2), De Pere Municipal Code Regarding Assessable Improvements.
10. Resolution #18-105 Approving and Adopting Revisions to Residential Infrastructure Development Policy.
11. Resolution #18-106 Authorizing Amendment to Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (Basgig Investors, LLC).
12. Resolution #18-107 Approval of Agreement Regarding the Transfer of Stormwater Detention Pond from Unified School District of De Pere to the City of De Pere and Providing for the Construction of and Assessments for Improvements to Real Property.
13. Resolution #18-108 Authorizing Disbursement of Revised Grant (330 Main Ave-WD-371).
14. Resolution #18-109 Authorizing Community Gardens Agreement Between the City of De Pere and the University of Wisconsin Extension Office (Lions Trailside Park).

15. Resolution # 18-110 Authorizing Third Amendment to Lease Agreement Between the City of De Pere and Brown County Ice Management, Inc.
16. Operator License Applications.
17. Voucher Approval.
18. Discussion and Possible Action Regarding Negotiating the Purchase of Public Property.
PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(e), the Council may convene in closed session for the purpose of deliberating or negotiating the purchasing of public property whenever competitive or bargaining reasons require a closed session.
The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.
19. Future Agenda Items.
20. 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:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Morgan Martens
Don Chilson, Brown County Ice Mgmt
Margaret Franchino, Brown County Extension
Derek Beiderwieden, De Pere Lions Club
Mark Patel, Luna Coffee
Randy Oettinger, Mach IV
Pat Kaster, TLKM Development LLC
Thomas V. Rohan

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 7, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the October 16, 2018 Common Council Meeting.

ATTACHMENTS:

- 10-16-2018 Common Council Minutes (DOC)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, October 16, 2018

7:30 PM

De Pere City Hall Council Chambers

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

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

2. Pledge of Allegiance to the Flag.
3. Approval of the Minutes of the October 2, 2018 Common Council Meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Jonathon Hansen, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

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

Aldersperson Nelson reminded everyone that the next mental health outreach session is on Wednesday, October 31 at the Community Center at 6:30 p.m. The topic is bipolar disorder. Aldersperson Hansen invited everyone to attend the De Pere Historical Society annual meeting and fundraiser on October 17 at Starry Realty, 112 N Broadway. Aldersperson Jennings announced the downtown trick or treat event from 11 a.m. - 2 p.m. on Saturday, October 27.

5. Recommendation of the Board of Public Works to Follow Current PSC Requirements in Regard to Customers Refusing New Water Meter Installation.

Aldersperson Raasch moved, seconded by Aldersperson Hansen to approve the recommendation. Aldersperson Crevier moved, seconded by Aldersperson Raasch to open the meeting. Upon vote, motion carried unanimously. Kathleen Aubry came forward and expressed her concern over the installation of a smart meter in her home. She reviewed the possible ramifications of the emissions from these meters. Aldersperson Crevier moved, seconded by Aldersperson Nelson to close the meeting. Upon vote, motion carried unanimously. Public Works Director Scott Thoresen addressed the PSC regulation and that the City could petition the PSC to create an opt-out for the customer, but that it is not likely to be approved. Discussion followed regarding the smart meters, how often they transmit signals, and when the City is scheduled to go before the PSC for a rate increase. Aldersperson Crevier moved, seconded by Aldersperson Carpenter to open the meeting. Upon vote, motion carried unanimously. Kathleen and Jeff Aubry came forward and asked about the having the transmitter installed to the outside of their house as an option,

or the chance of submitting their meter read monthly by sending a photo of the meter to the Public Works Department. Discussion followed regarding the install of the transmitter on the outside of the house. Alderperson Crevier moved, seconded by Alderperson Boyd to close the meeting. Upon vote, motion carried unanimously. Alderperson Carpenter moved, seconded by Alderperson Boyd to amend the motion to allow for the installation of the meter box on the outside of the home for this customer. Upon vote on the amendment, motion carried unanimously. Upon vote on the original motion, motion carried unanimously.

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

6. Recommendation of the Board of Public Works to Deny Parking and Traffic Recommendations Item #5 - Installation of a Yield Sign at Michigan and Bomier.

Alderperson Hansen moved, seconded by Alderperson Nelson to deny the Board of Public Works recommendation to deny the installation of the yield sign. Alderperson Hansen explained the memo that he included in the packet about the importance of having a sign at that intersection. Discussion followed regarding the reasons for and against the installation of a sign. Alderperson Hansen mentioned that the City Engineer as well as the Parking and Traffic Team recommend installing the sign and that it is best to be proactive and install the sign before an accident occurs. Alderperson Lueck announced he will not vote on this item because of his concern for the statement in the memo that there exists a City policy on unsignalized intersections yet staff is stating that no such policy exists. Upon vote on the motion to deny the recommendation of the Board of Public Works, the motion carried with Alderpersons Crevier, Hansen, Nelson and Raasch voting aye and Alderpersons Boyd, Carpenter and Jennings voting nay. City Attorney Judy Schmidt-Lehman announced that there will be an ordinance at the next meeting for the installation of the yield sign.

7. Recommendation of the Board of Public Works to Approve the Streetscape Design for James Street.

The Council asked various questions regarding the design and layout; Development Services Director Kim Flom explained that as the plan is finalized the details of the project will be worked through. Discussion followed regarding TID funding and the lifespan of the original fountain.

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

8. Recommendation from Finance and Personnel Committee to approve the staff prepared Request for Proposals for redevelopment of the 123 N Broadway Lot (Parcel ED-769).

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

9. Recommendation from the Finance and Personnel Committee to Approve Anonymous Donation to Replace Crossing Guard Vests

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

10. Recommendation from Finance And Personnel Committee to Accept Grant of \$1700.00 for Mobile Fingerprint Device for Police

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

11. Recommendation from the License Committee on a Renewal Application for a Class "B" Fermented Malt Beverage License for De Pere Deacons Hockey Team, Inc (DBA De Pere Deacons Hockey Team), 1450 Ft Howard Av. Submitted by De Pere Deacons Hockey Team, Inc, Agent: David E. Lepp, De Pere, WI.

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

12. Recommendation from the License Committee on an Application for a Premises Description Change for Skogen's Foodliner, Inc (DBA Festival Foods).

Alderperson Crevier questioned parts of the ordinance that were not addressed in the operating plan. Alderperson Raasch moved, seconded by Alderperson Boyd to open the meeting. Upon vote, motion carried unanimously. Jon Wieser with Festival Foods explained that they can amend the plan to address the issues, particularly involving a manager when a pick up is attempted by a customer who appears intoxicated. City Attorney Judy Schmidt-Lehman explained that the premises change can be approved now but that the Clerk doesn't have to issue the license until the Operating Plan is updated. Alderperson Raasch moved, seconded by Alderperson Crevier to close the meeting. Upon vote, motion carried unanimously. Alderperson Crevier also added he would like language included in the operating plan that requires the driver of the vehicle be 21 years of age if the passenger is the one picking up their order.

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

13. Request to approve De Pere Strategic Visioning and Branding Initiative Deliverables.

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

14. Ordinance #18-21 Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.

Alderperson Crevier asked if the marked bike lanes identified in #4 would not extend all the way to Scheuring Road. Public Works Director Scott Thoresen explained that the road is not wide enough to support a bike lane that far.

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

15. Ordinance #18-22 Establishing 2020 and 2021 Salaries for Elected Officials for the City of De Pere.

RESULT:	SECOND READING REQUIRED [5 TO 3]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Boyd, Crevier, Lueck, Nelson, Raasch
NAYS:	Dan Carpenter, Jonathon Hansen, Ryan Jennings

16. Ordinance #18-23 Revising Chapters 8, 14 and 54 De Pere Municipal Code Regarding Fences, Hedges, Tents and Portable Storage Pod.

Development Services Director Kim Flom explained that the intent of the ordinance is not to be prohibitive, but to be able to enforce situations when needed.

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

17. Resolution #18-99, Amending Resolution #18-92, Establishing the Boundaries of and Approving the Project Plan for Tax Incremental Financing District Number 14, City of De Pere, Wisconsin, by Revising the TID Creation Date to January 1, 2019.

Alderperson Crevier pointed out a typo in the memo; should read that the approval of an amended resolution is all that is needed to complete the change in the creation date from 2018 to 2019, not from 2018 to 2010.

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

18. Resolution #18-100 Amending Section 6.9 of the City of De Pere Employee Policy Manual Regarding Compensation Policy (Employee Performance Review.)

Human Resources Director Shannon Metzler explained that the 1% of prior year's payroll does not include police and fire union employees.

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

19. Resolution #18-101 Approving Agreement for Consulting Services Between the City of De Pere and Dixon Engineering, Inc. (T-Mobile Wireless Antenna Installation).

Alderperson Crevier pointed out a scrivener's error in the agreement; Public Works Director Scott Thoresen will have Dixon revise the agreement to show the correct amount.

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

20. Resolution #18-102 Creating Fox River Fire District Agreement and Approving Automatic Aid Agreement for Fire Protection and Other Emergency Services.

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

21. Resolution #18-103 Disallowance of Claim (Emma Alonso).

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

22. Recommendation of the License Committee on Operator License Applications.

CITY OF DE PERE	
License Committee - October 16, 2018	
Previously Tabled Operator License Applications	
1	AMOND, SKYE J.
2	WEIS, CONRAD K.
New Operator License Applications	
1	ASHFORD, PATRICIA L.
2	DE FALCO, DOMINIQUE M.
3	DERENNE, BRENNAL.
4	HELMS, ASHLEY B.
5	JOHN, ALEXIS M.
6	LUESKOW, WILLIAM J.
7	SANDOVAL, ELIZABETH E.
8	SOMMER, LANA L.
9	TORBORG, STEVEN A.

Aldersperson Boyd moved, seconded by Aldersperson Hansen to approve Previously Tabled Operator License Applications #1 and 2. Upon vote, motion carried unanimously. Aldersperson Boyd moved, seconded by Aldersperson Carpenter to approve Operator License Applications #1, 3, and 6-9. Upon vote, motion carried unanimously. Aldersperson Boyd moved, seconded by Aldersperson Hansen to table Operator License Applications #2, 4 and 5. Upon vote, motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

23. Voucher Approval.

Aldersperson Carpenter asked what the payment for National Power Rodding Corp was for; Public Works Director Scott Thoresen explained it was for sewer televising. Aldersperson Hansen asked for detail on the invoices to Badgerland Printing.

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

24. Resolution #18-104 Authorizing Deferment of Sidewalk Repair Expenses (Parcel WD-708-H-7).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Aldersperson
SECONDER:	James Boyd, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

25. Future Agenda Items.

Aldersperson Hansen mentioned that whenever a City project removes a tree from the terrace, the homeowner has to pay to have the tree replaced. He asked if staff can review this policy to put the onus back on the City to replace the tree. This will need to go to the Board of Park Commissioners for review.

Aldersperson Lueck asked for clarification on whether or not a City policy exists for unsignalized intersections.

26. Adjournment.

Aldersperson Hansen moved, seconded by Aldersperson Crevier to adjourn the meeting at 9:07 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 7, 2018

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from the Plan Commission to approve a Proposed Extraterritorial 35 Lot and 3 Outlot final plat of Hidden Ackers at 2200 BLK French Road in Town of Lawrence (Parcels L-444 & L-446). Submitted by Randall J. Oettinger, PLS, authorized representative for NAZCR TRAC LLC, property owner.

The Plan Commission, on October 22, 2018, recommended approval by a vote of 6-0.

ATTACHMENTS:

- Extraterritorial Final Plat - Hidden Ackers - Plan Commission Report (DOCX)
- Application Form (PDF)
- Final Plat (PDF)

- ITEM 3:** Recommendation regarding a Proposed Extraterritorial 35 Lot and 3 Outlot final plat of Hidden Ackers at 2200 BLK French Road in Town of Lawrence (Parcels L-444 & L-446). Submitted by Randall J. Oettinger, PLS, authorized representative for NAZCR TRAC LLC, property owner.*

SITE MAP



COMPREHENSIVE PLAN: Not in the city of De Pere, however identified as “Mixed Uses” in the Lawrence Comprehensive Plan.

APPLICANT/OWNER NAME:	Randall J. Oettinger, PLS Authorized Representative Mach IV Engineering 2260 Salscheider Court Green Bay, WI 54313	NAZCR TRC LLC Property Owner ATTN: Pat Kaster 2170 Velp Avenue Green Bay, WI 54303
------------------------------	--	--

SITE HISTORY: After a review of air photographs, it was evident that the property has been used for agricultural purposes with wooded areas since 1938. The property is on French Road, which is a frontage road to I-41. The property is part of the original “Subdivision of Williams Grant.”

The proposed land division falls entirely within the Town of Lawrence sewer service area. The site has environmentally significant areas (ESA), including steep slopes, a non-navigable waterway, floodway, floodplain, wetlands and related ESA setbacks. The ESA concerns on the plat will be addressed by the Brown County Planning Commission.

STAFF REVIEW: When reviewing a final 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.

- The property has three outlots that are being dedicated to the Town of Lawrence
 - Outlots 1 & 2 are for vegetative buffers between the development and I-41
 - Outlot 3 is for storm water management
- The 35 lots are intended for single family residential development
- The street pattern provides a connection to French Road and a future connection to City owned land to the south
- Because the City of De Pere owned land to the south does not have direct access to French Road, the City of De Pere and the Town of Lawrence are working together regarding shared sewer, water, and other utility connections, as well as street connections, in order to accommodate the subject land division and future land divisions located to the south
- The plat limits access for two pieces of adjacent City owned land that appear developable. However, the ability to develop is severely limited due to ESA’s, floodplains and municipal property lines

ADJACENT CITY OWNED AREAS WHERE DEVELOPMENT IS LIMITED



The original parcels are 28.8 acres in size. All of the proposed developable lots exceed the minimum 75 feet of street frontage and minimum 8,000 square feet of lot area that is required by the City of De Pere. The street frontage and lot size have already been approved by the Town of Lawrence.

In summary, the final 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. The plat also resembles the preliminary plat that the Plan Commission reviewed on July 23, 2018.

REVIEW PROCESS:

For extraterritorial final plat petitions, the Plan Commission provides either an approval, rejection with reason, or approval with conditions decision. The Common Council also reviews final extraterritorial plats. The Common Council is expected to review the City plat on Wednesday, November 7, 2018.

STAFF

RECOMMENDATION:

Staff recommends APPROVAL of the final extraterritorial plat and forwarding the plat to the Common Council for final 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.

	CITY OF DE PERE APPLICATION FOR PLAT REVIEW	Fee: \$ 195.00
		Receipt #: 135654
		Date: 8-21-18

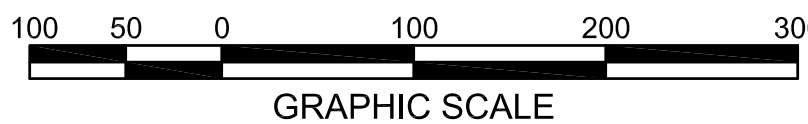
Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information			
Applicant Name (Ind., Org. or Entity) Mach IV Engineering & Surveying		Authorized Representative Randy Oettinger	
Title Land Surveyor			
Mailing Address 2260 Salsche	City Green Bay	State WI	ZIP Code 54313
Email Address roettinger@ma	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) NAZCR TRAC 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 French Road		Parcel No. L-444 & L-446	
SECTION 4: Plat Review			
Review Type:	☐ Preliminary Plat ☒ Final Plat		
Fee:	Preliminary Plat Fee: \$278 + (# of lots x \$68) Final Plat Fee: \$195		\$195
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) Randall J. Oettinger	Title Land Surveyor	Phone Number 920 712-2324	
Signature of Applicant		Date Signed August 20, 2018	
TO BE COMPLETED BY CITY STAFF			
Plat Review authorized by the De Pere Municipal Code, Chapter 46.		OCT RC ✓	

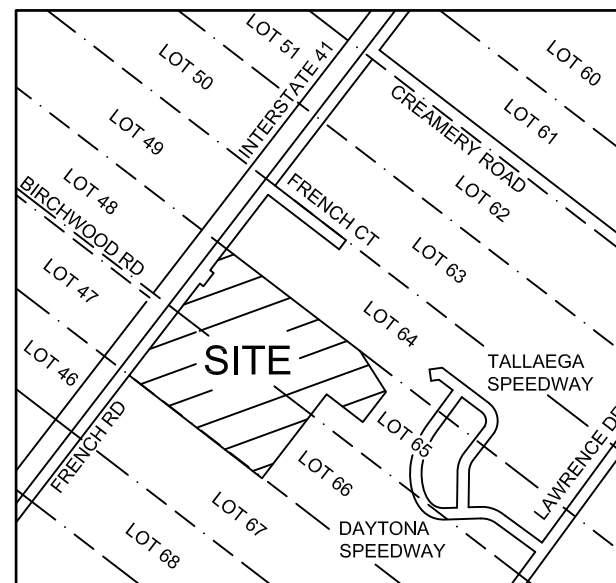
Attachment: Application Form (7561 : Recommendation from the Plan Commission to approve a Proposed Extraterritorial 35 Lot and 3 Outlot f)

HIDDEN ACKERS

PART OF LOT 65 AND LOT 66 OF WILLIAMS GRANT SUBDIVISION, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.



BC SURVEYOR
ID PT#062.1
(FD. 1" PIPE W/ CAP)



LOCATION MAP

WILLIAMS GRANT LOTS 65 & 66
TOWN OF LAWRENCE-BROWN COUNTY, WI



ENGINEERING • SURVEYING • ENVIRONMENTAL

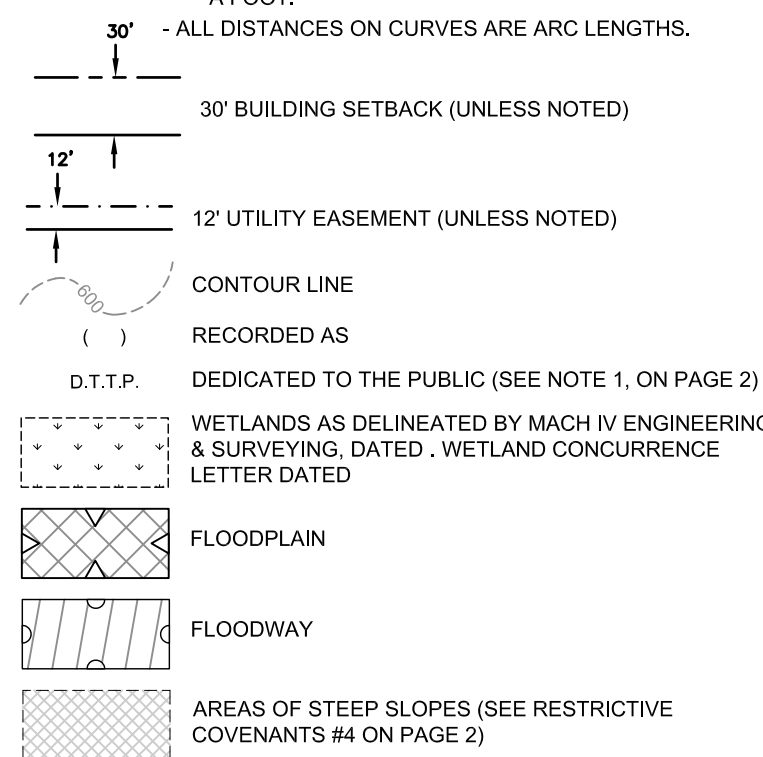
2260 Salscheider Court Green Bay, WI 54313
PH:920-569-5765; Fax: 920-569-5767
www.mach-iv.com

NOTES:

- 1) FRONT YARD SETBACK IS 30' FOR ALL LOTS.
- 2) REAR YARD SETBACK IS 25' FOR LOTS NOT INCLUDED WITHIN AN ESA.
- 3) SIDEYARD SETBACK IS 10' FOR ALL LOTS.
- 4) OUTLOT 3 IS RESERVED FOR STORMWATER PURPOSES.
- 5) FLOODPLAIN MAPPING BASED OF FEMA FIRM MAP #55090C0242F.
- 6) ASSURED WETLAND DELINEATION BY CHAD FRADETTE-MACH IV ENGINEERING & SURVEYING, DATED OCTOBER 17, 2017.

LEGEND

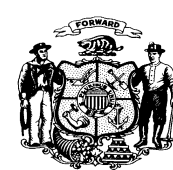
- 2.38" (O.D.) X 18" IRON PIPE WEIGHING 3.65 LBS/LIN. FOOT SET
- 1" IRON PIPE W/ CAP FOUND
- 1" IRON PIPE FOUND
- R/W CURVE NUMBER
- BROWN COUNTY MONUMENT - TYPE NOTED
- ALL OTHER LOT CORNERS MARKED WITH A 1.13" (O.D.) X 18" IRON PIPE/W/ CAP WEIGHING 1.68 LBS/LIN. FOOT.
- ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST HUNDREDTH OF A FOOT.
- ALL DISTANCES ON CURVES ARE ARC LENGTHS.



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



NAZCR TRAC LLC

HIDDEN ACKERS

FINAL PLAT

DATE: MAY 07, 2018	
DRAFTED BY: RJO	
CHECKED BY: ASC	
PROJECT NO.: 1101-01-16	
DRAWING NUMBER	1384
SHEET NUMBER	

1

OF 2

LINE #	LENGTH (FT.)	DIRECTION
L1	56.86	N69° 02' 45"W
L2	113.12	N76° 40' 20"E
L3	156.38	N51° 15' 25"E
L4	165.48	N40° 31' 07"E
L5	54.10	S89° 25' 56"E
L6	102.30	S78° 22' 15"W
L7	17.22	S45° 45' 48"E
L8	89.98	S44° 16' 00"W
L9	51.25	S03° 27' 12"E
L10	22.68	S52° 28' 52"E
L11	203.74	N65° 04' 04"E
L12	97.62	S82° 08' 44"E
L13	62.15	N67° 05' 12"E
L14	64.76	S61° 27' 30"W
L15	77.21	S33° 24' 52"W
L16	88.86	S08° 22' 28"E
L17	141.85	S36° 55' 47"E
L18	61.51	S13° 32' 44"W
L19	319.25	N57° 21' 46"W
L20	167.44	S59° 41' 26"W
L21	91.99	S56° 10' 38"W
L22	188.61	S40° 34' 33"W
L23	118.29	N66° 40' 03"W
L24	45.25	N46° 28' 01"E
L25	169.13	N27° 44' 50"E
L26	207.40	N78° 11' 13"W
L22	65.49	N1° 22' 11"E

PUBLIC TRUST DOCTRINE NOTE:
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.

HIDDEN ACKERS

PART OF LOT 65 AND LOT 66 OF WILLIAMS GRANT SUBDIVISION, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

CERTIFICATE FOR THE TOWN OF LAWRENCE

APPROVED FOR THE TOWN OF LAWRENCE THIS ____ DAY OF _____, 20__.

TOWN OF LAWRENCE ADMINISTRATOR

CERTIFICATE FOR THE CITY OF DEPERE

APPROVED FOR THE CITY OF DEPERE THIS ____ DAY OF _____, 20__.

SHANA DEFNET
CITY CLERK-TREASURER

BROWN COUNTY PLANNING COMMISSION

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

DAN TEATERS
SENIOR PLANNER

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
TOWN 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 PLAT AS OF THE DATE LISTED BELOW.

PAUL ZELLER
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 "HIDDEN ACKERS", AND THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES AND THE SUBDIVISION OF THE LAND SURVEYED AND IS PART OF LOT 65 AND LOT 66 OF WILLIAMS GRANT SUBDIVISION, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 65 OF WILLIAMS GRANT SUBDIVISION; THENCE N46°24'09"E, 530.00 FEET ALONG THE LINE BETWEEN SAID SOUTHWEST CORNER OF LOT 65 AND BROWN COUNTY SURVEY ID POINT #C62.1; THENCE S52°17'27"E, 306.29 FEET ALONG THE NORTH LINE OF SAID LOT 65 TO THE SOUTH RIGHT OF WAY LINE OF THE U.S. HIGHWAY 41 FRONTAGE ROAD (A.K.A. FRENCH ROAD) AND THE POINT OF BEGINNING; THENCE CONTINUING S52°17'27"E, 1103.63 FEET ALONG SAID LINE; THENCE S32°10'14"E, 319.18 FEET ALONG A WEST LINE OF LOT 1 OF VOLUME 52, CERTIFIED SURVEY MAPS, PAGE 6 (DOCUMENT #2277866-MAP #7562), BROWN COUNTY RECORDS; THENCE S37°51'49"W, 250.00 ALONG SAID MAP; THENCE N52°06'08"W, 300.00 FEET ALONG SAID MAP; THENCE S37°51'49"W, 697.13 FEET ALONG SAID MAP; THENCE N51°52'27"W, 1103.57 FEET ALONG THE SOUTH LINE OF LOT 66 OF WILLIAMS GRANT SUBDIVISION, SAID LINE ALSO BEING THE NORTH LINE OF OUTLOT 1 OF VOLUME 40, CERTIFIED SURVEY MAPS, PAGE 188 (DOCUMENT #1742175-MAP #8094), BROWN COUNTY RECORDS; THENCE N37°51'34"E, 760.90 FEET ALONG THE SOUTH LINE OF SAID FRONTAGE ROAD RIGHT OF WAY; THENCE S52°00'00"E, 30.00 FEET ALONG SAID RIGHT OF WAY; THENCE N37°51'59"E, 110.00 ALONG SAID RIGHT OF WAY; THENCE N52°00'00"W, 30.00 FEET ALONG SAID RIGHT OF WAY; THENCE N37°51'36"E, 177.01 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

PARCEL CONTAINS 1,248,927 S.F. \ 28.67 AC., MORE OR LESS.
ROAD DEDICATION CONTAINS 179,780 SQUARE FEET/ 4.13 ACRES, MORE OR LESS.
PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

RANDALL J. OETTINGER
DATE: MAY 07, 2018
REVISED JUNE 05, 2018 (ROAD ENTRANCE)
REVISED AUGUST 09, 2018 (CURVE DATA AND ESA TABLE)

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](http://dnr.wi.gov/topic/waterways/construction/wetlands.html).
- * A PUBLIC (NAVIGABLE) WATERWAY IS LOCATED WEST OF ON THE PROPERTY, THIS WATERWAY ALSO CARRIES THE ASNRI DESIGNATION (AREA OF SPECIAL NATURAL RESOURCE INTEREST). SPECIFICALLY, THIS DESIGNATION WOULD MEAN THAT ANY REGULATED WATERWAY (CH. 30) ACTIVITIES ARE NOT ELIGIBLE FOR AN EXEMPTION - A PERMIT IS REQUIRED IF THE PROPOSED WORK INCLUDES REGULATED WATERWAY ACTIVITIES. PERMITS MAY BE REQUIRED FOR PROPOSED PROJECTS IN/AROUND A PUBLIC WATERWAY. FOR MORE INFORMATION ON WATERWAY ACTIVITIES, PLEASE VISIT THE DEPARTMENT'S HOMEPAGE O WETLAND/WATERWAY ACTIVITIES AT [HTTP://DNR.WI.GOV/TOPIC/WATERWAYS/](http://dnr.wi.gov/topic/waterways/).
- * FOR PLANNED LAND DISTURBANCES OVER 1 ACRE, PLEASE VISIT [HTTP://DNR.WI.GOV/TOPIC/STORMWATER/](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.

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

NAZCR TRAC 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. NAZCR TRAC 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
DEPT. OF ADMINISTRATION

IN WITNESS WHEREOF, THE SAID NAZCR TRAC LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY PATRICIA A. KASTER AND DENNIS P. LAYDEN, ITS MANAGING MEMBERS, ON THIS ____ DAY OF _____, 20__.

PATRICIA A. KASTER
MANAGING MEMBER - NAZCR TRAC LLC

DENNIS P. LAYDEN
MANAGING MEMBER - NAZCR TRAC 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]
COUNTY OF BROWN] SS

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) LOTS 8, 9, 15, 16, 17, 18, 19, 20, OUTLOT 1, OUTLOT 2 AND OUTLOT 3 INCLUDE WETLAND AREAS THAT MAY REQUIRE PERMITS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, ARMY CORPS OF ENGINEERS, BROWN COUNTY PLANNING COMMISSION, OR THE LOCAL MUNICIPALITY'S ZONING ADMINISTRATOR'S OFFICE PRIOR TO ANY DEVELOPMENT ACTIVITY.

6) FLOOD INFORMATION FROM FEMA FLOOD PANEL #55009C0242F.

7) WETLANDS DELINEATED BY MACH IV ENGINEERING & SURVEYING, REPORT DATED OCTOBER 17, 2017.

8) THE 10' ACCESS EASEMENTS ON LOTS 12 AND 13, ADJACENT TO OUTLOT 3, ARE TO REMAIN CLEAR OF OBSTRUCTIONS AND VEGETATION IN ORDER TO ALLOW A CLEAR AND UNOBSTRUCTED ROUTE FOR STORMWATER MAINTENANCE ACCESS.

9) A SHORELAND PERMIT FROM THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE IS REQUIRED FOR LOTS 5, 6, 7, 8, 9, 10, 11, 12, 19, 20, 21, OUTLOT 2 AND OUTLOT 3 PRIOR TO ANY CONSTRUCTION, FILL, OR GRADING ACTIVITY WITHIN 300 FEET OF A STREAM.

RESTRICTIVE COVENANTS:

- 1) OUTLOT 3 IS DEDICATED TO THE TOWN OF LAWRENCE FOR STORM WATER SEWER AND DRAINAGE.
- 2) OUTLOT 1 AND 2 ARE DEDICATED TO THE TOWN OF LAWRENCE.
- 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) LOTS 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, OUTLOT 1, OUTLOT 2 AND OUTLOT 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, 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.

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

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

NAZCR TRAC 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.

CURVE TABLE:						
CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING	TANGENTS
1-2	90°01'54"	12.00'	18.86'	16.98'	S07°09'21.5"E	N81°52'38"E
3-4	45°57'05"	65.00'	52.13'	50.74'	S75°08'49.5"E	N81°52'38"E
4-5	46°01'16"	135.00'	108.43'	105.54'	S75°06'44"E	
6-7	90°02'18"	12.00'	18.86'	16.98'	N82°52'45"E	
8-9	29°12'40"	135.00'	68.83'	68.08'	N52°27'56"E	
LOT 6	5°34'22"	135.00'	13.13'	13.13'	N40°38'47"E	
LOT 7	23°38'18"	135.00'	55.70'	55.30'	N55°15'07"E	
10-11	60°38'20"	135.00'	142.88'	136.30'	S82°36'34"E	
LOT 8	7°31'30"	135.00'	17.73'	17.72'	N70°50'01"E	
LOT 9	29°55'30"	135.00'	70.51'	69.71'	N89°33'31"E	
LOT 10	23°11'20"	135.00'	54.64'	54.27'	S63°53'04"E	
12-13	97°23'05"	235.00'	399.43'	353.05'	S03°35'51.5"E	
LOT 11	19°17'34"	235.00'	79.13'	78.76'	S42°38'36"E	
LOT 12	19°27'34"	235.00'	79.80'	79.43'	S23°16'02"E	
O.L. 3	4°52'56"	235.00'	20.02'	20.02'	S11°05'47"E	
LOT 13	18°54'24"	235.00'	77.57'	77.20'	S00°47'53"W	
LOT 14	19°27'38"	235.00'	79.82'	79.43'	S19°58'54"W	
LOT 15	15°22'59"	235.00'	63.09'	62.90'	S37°24'11.5"W	
14-15	7°13'52"	165.00'	20.82'	20.81'	S41°28'45"W	
LOT 17	2°03'45"	165.00'	5.94'	5.94'	N44°03'48"E	
LOT 18	5°10'08"	165.00'	14.89'	14.88'	N40°26'52"E	
16-17	90°10'46"	190.00'	299.05'	269.12'	S82°57'12"W	
LOT 19	19°21'30"	190.00'	64.20'	63.89'	S47°32'34"W	
LOT 20	39°23'35"	190.00'	130.63'	128.07'	S76°55'06.5"W	
LOT 21	26°22'57"	190.00'	87.48'	86.72'	N70°11'37.5"W	
LOT 22	5°02'44"	190.00'	16.73'	16.73'	N54°28'48"W	
18-19	90°10'59"	12.00'	18.89'	17.00'	S82°57'05.5"W	
20-21	18°58'16"	235.00'	77.81'	77.46'	N47°20'44"E	
22-23	15°17'09"	165.00'	44.02'	43.89'	N49°11'17.5"E	N41°32'43"E
23-24	93°38'49"	12.00'	19.61'	17.50'	N05°16'41.5"W	N41°32'43"E
25-26	46°01'16"	65.00'	52.21'	50.82'	N75°06'44"W	N41°32'43"E
26-27	45°57'05"	135.00'	108.27'	105.39'	N75°08'49.5"W	S81°52'38"W
28-29	89°58'09"	12.00'	18.84'	16.97'	S82°50'38.5"W	
30-31	18°58'16"	235.00'	77.81'	77.46'	N47°20'44"E	
32-33	29°12'40"	65.00'	33.14'	32.78'	N52°27'56"E	
34-35	60°38'20"	65.00'	68.79'	65.63'	S82°36'34"E	
36-37	97°23'05"	165.00'	280.45'	247.89'	S03°35'51.5"E	
LOT 29	2°24'51"	165.00'	6.95'	6.95'	S51°04'59"E	
LOT 30	81°59'45"	165.00'	236.13'	216.49'	S08°52'41"E	
LOT 31	12°58'29"	165.00'	37.36'	37.29'	S38°36'26.5"W	
38-39	7°13'52"	235.00'	29.66'	29.64'	S41°28'45"W	
40-41	90°10'46"	120.00'	188.87'	169.97'	S82°57'12"W	
42-43	108°47'18"	12.00'	22.78'	19.51'	N02°26'14"E	

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

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



MACHIV

ENGINEERING • SURVEYING • ENVIRONMENTAL

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

NAZCR TRAC LLC										HIDDEN ACKERS										FINAL PLAT																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 7, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation by the License Committee on a Request by Morgan R. Martens to Appear Before the License Committee Regarding Denial of his Operator License Application.

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: November 7, 2018

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Ordinance #18-22 Establishing 2020 and 2021 Salaries for Elected Officials for the City of De Pere (second reading).

ATTACHMENTS:

- Mayor Council Salaries for 2020 and 2021 (DOCX)
- Ord18-22 (DOCX)
- 2017- 2018 mayor alderperson comps (PDF)
- Summary of Position Salaries-Rev 6.2018 (PDF)

MEMO

CITY OF DE PERE

To: Members of the Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director
 Re: Determine Salaries for Mayor and City Council for 2020 and 2021
 Date: October 9, 2018

Note: The Finance/Personnel Committee voted to approve a 2% increase for the Mayor and Alderpersons salaries for years 2020 and 2021. The vote passed with 3 ayes and 1 nay.

Salaries for the positions of Mayor and Council are reviewed every other year and set forward for the next two term years. As 2019 is approaching, it is time to decide on salaries for 2020 and 2021.

Attached is a survey of Mayor/Alderpersons salaries from other communities. Also attached is a history of the salary increases in previous years.

For your information, listed below are the salaries approved for 2018 through 2019 showing what was approved by the City Council in previous years. Also for your information, the 2019 general market rate is around 2.1%-2.4%. A 2.25% increase was budgeted for our non-represented employees.

Mayor	May 1, 2018	\$24,137
	May 1, 2019	\$24,620
Council	May 1, 2018	\$6,919
	May 1, 2019	\$7,057

If you have any questions before the meeting, please feel free to contact me at 339-4045.

Thank you.

ORDINANCE #18-22
ESTABLISHING SALARIES FOR
ELECTED OFFICIALS FOR THE CITY OF DE PERE

Section 1. The annual salaries to be paid for the Officers enumerated below shall be as follows:

<u>Office</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Mayor	May 1, 2020	\$25,112
Mayor	May 1, 2021	\$25,614
Aldersperson	May 1, 2020	\$7,198
Aldersperson	May 1, 2021	\$7,342

Section 2. Any other regulation, ordinance, or rule set forth in the De Pere Municipal Code that conflicts with this ordinance is hereby repealed.

Section 3. This ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, this 7th day of November, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____
Board/Committee Approval: 10/9/18
Publication Date: _____
Effective Date: _____

Mayor / Alderperson Comparables

Municipality	Population	Position	2017-2018 Salary	Full Time City Administrator	Notes
De Pere*	24,721	Village President/Mayor Trustee/Council Member	\$24,137 \$6,919	Yes	2017-2018 Rate: \$23,664 2017-2018 Rate: \$6,783
Allouez	13,975	Village President/Mayor Trustee/Council Member	\$8,364 \$6,732	Yes	
Ashwaubenon	16,867	Village President/Mayor Trustee/Council Member	\$30,000 \$8,000	Yes	
Menasha	17,647	Village President/Mayor Trustee/Council Member	\$64,000 (Full-time) \$5,190	No	President makes - \$5,490
WI Rapids	18,546	Village President/Mayor Trustee/Council Member	\$68,176 (Full-time) \$5,880	No	Plus \$500/year for education
Marshfield	19,061	Village President/Mayor Trustee/Council Member	\$22,500 \$4,500	Yes	Plus \$150/month for in-town travel expenses Less \$100 if miss 2+ of required 4 monthly meetings
Mequon	24,000	Village President/Mayor Trustee/Council Member	\$9,600 \$4,800	Yes	
Neenah	25,976	Village President/Mayor Trustee/Council Member	\$79,250 (Full-time) \$4,800 - \$5,280	No	President receives add'l \$60/month
Sun Prairie	32,933	Village President/Mayor Trustee/Council Member	\$20,000 \$6,728	Yes	
West Bend	31,078	Village President/Mayor Trustee/Council Member	\$9,418 \$4,236	Yes	
Manitowoc	33,736	Village President/Mayor Trustee/Council Member	\$73,043 (Full-time) \$3,120	No	
Germantown	19,965	Village President/Mayor Trustee/Council Member	\$8,000 \$5,500	Yes	

*Rates listed for City of De Pere are the approved 2018-2019 rates.

Summary of Position Salaries

	<u>Mayor</u>	<u>Alderspersons</u>
2000	\$18,658	\$5,511
% Increase	0.00%	0.00%
2001	\$18,658	\$5,511
% Increase	3.00%	3.00%
2002	\$19,218	\$5,676
% Increase	3.00%	3.00%
2003	\$19,795	\$5,846
% Increase	1.50%	1.50%
2004	\$20,092	\$5,934
% Increase	1.50%	1.50%
2005	\$20,393	\$6,023
% Increase	1.50%	1.50%
2006	\$20,699	\$6,113
% Increase	1.50%	1.50%
2007	\$21,009	\$6,205
% Increase	1.50%	1.50%
2008	\$21,324	\$6,298
% Increase	1.50%	1.50%
2009	\$21,644	\$6,392
% Increase	1.50%	0.00%
2010	\$21,969	\$6,392
% Increase	1.50%	0.00%
2011	\$22,299	\$6,392
% Increase	0.00%	0.00%
2012	\$22,299	\$6,392
% Increase	0.00%	0.00%
2013	\$22,299	\$6,392
% Increase	0.00%	0.00%
2014	22,299	6,392
% Increase	2.00%	2.00%
2015	22,745	6,520
% Increase	2.00%	2.00%
2016	23,200	6,650
% Increase	2.00%	2.00%
2017	23,664	6,783
% Increase	2.00%	2.00%
2018	\$24,137	\$6,919
% Increase	2.00%	2.00%
2019	\$24,620	\$7,057

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 7, 2018

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Ordinance #18-24 Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.

The Board of Public Works, at the October 8, 2018 meeting, unanimously approved items #1,#2,#3,#4, & #6. For Item #5, Mayor Walsh moved to deny the installation of a yield sign at Michigan and Bomier, Alderperson Boyd seconded the motion. Upon vote, the denial passed 3-2 with Alderpersons Raasch and Hansen voting no.

ATTACHMENTS:

- Ord18-24 (DOCX)
- 2018-10-08-CI-BOPW-PTTeam-Recommendations (PDF)
- Memo - Yield Sign on Michigan Bomier (PDF)

ORDINANCE #18-24

AMENDING CHAPTER 150 DE PERE MUNICIPAL CODE
REGARDING TRAFFIC REGULATIONS

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

Section 1: §150-23, Schedule C (Yield Right-of-Way Intersections) is hereby amended
as follows:

ADDITIONS:

<i>Traffic On</i>	<i>Yields At</i>
South Michigan Street	Bomier Street (to the left)

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of
November, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Denial: 10/8/18

Publication Date: _____

Effective Date: _____

CITY OF DE PERE

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



City Engineer Parking and Traffic Recommendations September 19, 2018 Meeting

Parking and Parking Lot Items:

- Update the ordinance to include the 3-hour parking restriction on Crestview. The area is currently signed but it is not in the ordinance.

Recommendation:

- Staff recommends updating the ordinance to change from “No Parking” to “Three-Hour Parking 7:00 am to 4:00 pm on School Days” as follows:

No Parking

Delete:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Crestview Lane</i>	<i>E</i>	<i>Chicago Street</i>	<i>1000/N</i>
<i>Crestview Lane</i>	<i>W</i>	<i>Chicago Street</i>	<i>1000/S</i>

Three-Hour Parking 7:00 am to 4:00 pm on School Days

Insert:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Crestview Lane</i>	<i>E</i>	<i>Chicago Street</i>	<i>1000/N</i>
<i>Crestview Lane</i>	<i>W</i>	<i>Chicago Street</i>	<i>1000/S</i>

- Update ordinance designation of “Three Hour Parking with Long Term Permit” in Fox Point and Bomier boat launches.
 - During a review of long term parking with permits in Nicolet Square, staff observed this designation existed for Fox Point and Bomier boat launches. Staff reviewed the locations and this signing does not exist.

Recommendation:

- Staff recommends eliminating this designation and update the ordinance as follows:

Three-Hour Parking with Long Term Permit

Delete:

<i>Parking Lot</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Fox Point Boat Ramp Area G-G</i>	<i>6</i>	<i>1/S</i>	<i>5/W thru 10/W</i>
<i>Bomier Boat Ramp Area F-F</i>	<i>3</i>	<i>1/W</i>	<i>2/N thru 4/N</i>

S:\PW Secretary\Board Meetings\2018\October\P&TT\2018-10-08-CI-BOPW-PTTeam-Recommendations.docx

<i>Bomier Boat Ramp Area F-F</i>	<i>3</i>	<i>1/N</i>	<i>2/W thru 4/W</i>
<i>Bomier Boat Ramp Area F-F</i>	<i>9</i>	<i>1/E</i>	<i>1/N thru 9/N</i>
<i>Bomier Boat Ramp Area F-F</i>	<i>7</i>	<i>1/S</i>	<i>1/W thru 7/W</i>

3. Consider additional parking restrictions on Pershing Road.
 - Pershing Road is only 23 foot clear. Based on this width, parking restrictions are justified on both sides.
 - Staff is attempting to restrict parking to minimize traffic hazards but still allow parking for adjacent business. Restrictions were added to the east side of Pershing Road in August.

Recommendation:

- Staff recommends restricting parking on the south/west side of Pershing Road at the two horizontal curves and update the ordinance as follows:

No Parking

Insert:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Pershing Road</i>	<i>W</i>	<i>145/S</i>	<i>Honey Court</i>

Pedestrian and Bicycle Items

4. Mark bike lanes on Lawrence Drive from Grant Street to Main Avenue.
 - This section of Lawrence Drive is a minor arterial with a posted speed limit of 35 mph from Grant Street to just south of Main Avenue.
 - The ADT is 6800 vehicles.
 - The roadway width is 40 feet with 2-12 foot lanes, leaving 2-8 foot lanes for bikes.
 - This section of Lawrence Drive is a City bike route.

Recommendation:

- Staff recommends marking of bike lane on Lawrence Drive from Grant Street to Main Avenue. The ordinance will be updated if approved to reflect this.

Signs – Other

5. Consider the installation of a yield sign on Michigan at Bomier.
 - This installation of the yield sign on Michigan Street at Bomier Street meets the City policy for Unsignalized Intersections.

Recommendation:

- Staff recommends the yield sign on Michigan at Bomier with the ordinance updated as follows:

*Yield Right-of-Way Intersections**Insert:*

<i>Traffic On</i>	<i>Yields At</i>
<i>Michigan Street</i>	<i>Bomier Street</i>

6. Consider the installation of yield signs at the Main and Lawrence roundabout.
- Yield signs have been installed at the Main and Lawrence intersection with the construction of the new roundabout.

Recommendation:

- Update the ordinance for the existing yield signs as follows:

*Yield Right-of-Way Intersections**Insert:*

<i>Traffic On</i>	<i>Yields At</i>
<i>Lawrence Drive</i>	<i>Main (to the left)</i>
<i>Main Avenue</i>	<i>Lawrence (to the left)</i>

CITY OF DE PERE – MEMO
Alderman Jonathon Hansen



RE: Board of Public Works' Recommendation Pertaining to a Proposed Yield Sign on S. Michigan St & Bomier St

Common Council Meeting: October 16, 2018

The point at which S. Michigan St and Bomier St converge forms a currently uncontrolled “T-shaped” intersection. As a result, I requested that the City Engineer take a look at adding signage to that intersection. The City Engineer made a recommendation to install a yield sign on S. Michigan St. This recommendation was then approved by the Parking & Traffic Group at their meeting on September 19. However, at the Board of Public Works (BOPW) meeting on October 8, a motion to deny the City Engineer / Parking & Traffic Group’s recommendation passed on a 3-2 vote. The Council tonight will need to decide whether to accept or reject the BOPW’s recommendation to deny the request to put up a yield sign at this location.

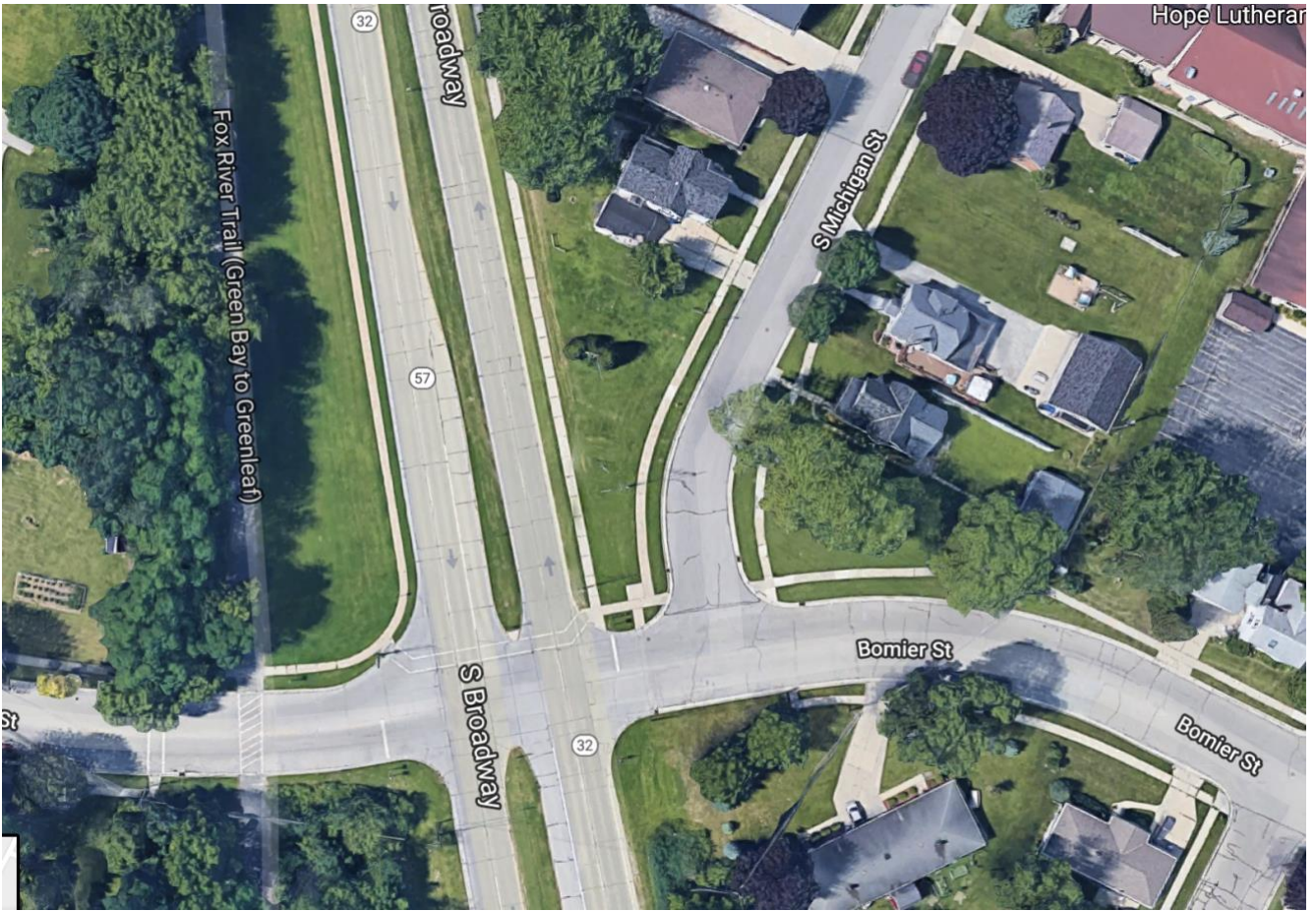
I respectfully urge the Council to not approve the BOPW’s recommendation to not move forward with a yield sign, and to instead accept the City Engineer / Parking & Traffic Group’s recommendation to install the sign. The concern at this intersection is that southbound traffic on S. Michigan St may collide with westbound traffic on Bomier St. Moreover, the intersection is in very close proximity to the intersection of Bomier & S. Broadway, thereby creating a tight area that potentially makes this intersection more complicated than other “T-shaped” intersections.

The main counterargument that has been raised is that a yield sign is unnecessary, and would therefore not adhere to the City’s goal to avoid excessive signage. However, beyond the safety concerns that I feel justify a yield sign at this location, the City Engineer mentioned at the BOPW meeting that some “T-shaped” intersections in newer subdivisions within the City have stop signs. Since yield signs are a step below stop signs in terms of their intrusiveness as it relates to regulating traffic, I feel that a yield sign strikes the right balance between a stop sign and no signage.

It has also been remarked that residents already realize that they need to perform a de facto yield at this intersection. However, this intersection and its lack of controlling signage can be confusing for drivers who are from out-of-town, or even for city residents who do not typically drive in this area. Moreover, the addition of a yield sign could potentially help draw the attention of a distracted driver who might otherwise continue driving into oncoming westbound traffic on Bomier St without first stopping/yielding.

Thank you very much for your consideration of this matter. Please see the next page for a visualization of this intersection.

Ald. Hansen
 920-425-4265



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 7, 2018

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #18-25 Amending §13-7(a)(2), De Pere Municipal Code Regarding Assessable Improvements.

The Finance/Personnel Committee voted 4-0 to amend the Residential Infrastructure Policy to not assess Metropolitan Sewerage District capacity charges to the development. This also impacts the city's assessment ordinance (Section 13-7). This ordinance does not define "sewer charges." To make the ordinance consistent with the Residential Infrastructure Policy, it is therefore recommended that the ordinance be amended to also exclude that capacity charge from the definition of "sewer charges."

ATTACHMENTS:

- Ord18-25 (DOCX)
- section 13-7 - assessable improvements redlined (DOCX)

ORDINANCE #18-25

AMENDING §13-7(a)(2), DE PERE MUNICIPAL CODE
REGARDING ASSESSABLE IMPROVEMENTS

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

Section 1: **§13-7(a)(2), Assessable improvements.**, is hereby amended as follows:

1. by deleting the word “including” at the end of the first sentence and adding a period (.) after the word “property.”
2. by adding the following as a new second sentence: “Public infrastructure includes water, storm sewer and sanitary sewer but does not include sewer capacity charges from a metropolitan sewerage district. Assessable improvements include:”

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

Section 3: This ordinance shall take effect on and after passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of November, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Committee Approval: 10/09/2018

Publication Date: _____

13-7 (a) *Public improvements assessment overview.*

(1) *Non-assessable improvements.* Non-assessable improvements are public infrastructure, street construction and sidewalk construction improvements abutting parcels, other than corner lot parcels, where such improvements already exist, including:

- a. Street reconstruction of existing asphalt and concrete streets, including construction from a rural to an urban roadway with new curb and gutter and including additional lanes of travel.
- b. Utility reconstruction.
- c. Asphalt or concrete street resurfacing.
- d. Storm water management facilities that are not required for an existing developed parcel, but rather constructed to meet the overall City requirements for regulatory permitting.
- e. Sidewalk replaced due to grade change, utility replacement, and/or damage by trees in City right of way.
- f. Street light additions to existing streets.
- g. New construction of arterial street improvements where access to the arterial street from such parcel is prohibited. Arterial street for purposes of this section means principal and minor arterial roads as classified by the Brown County Planning Commission and included in the Green Bay Metropolitan Planning Organization (MPO) Long-Range Transportation Plan at the time such road is constructed.

(2) *Assessable improvements.* Assessable improvements are public infrastructure, street construction and sidewalk construction improvements which confer special upon abutting property. Public infrastructure includes water, storm sewer and sanitary sewer but does not include sewer capacity charges from a metropolitan sewerage district. Assessable improvements include:

- a. New infrastructure construction to a new development (new streets, storm, sanitary, water et al).
- b. New utility construction to an existing and/or developed parcel such as water main, sanitary sewer, or storm sewer.
- c. New or additional laterals to an existing lot.
- d. Storm water management facilities that provide a benefit to a new or existing parcel to be redeveloped, eliminating the requirement for on-site treatment.
- e. Driveway aprons for new projects and replacement of gravel drives to the city standard.
- f. New construction of sidewalk.
- g. Street lights for new street construction.
- h. Public improvements installed along multi-jurisdictional rights-of-way or property abutting two or more municipal jurisdictions will be assessed to all benefitting properties, with assessments collected by the city upon annexation or intergovernmental agreement.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 7, 2018

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #18-105 Approving and Adopting Revisions to Residential Infrastructure Development Policy.

At their meeting on October 9, the Finance/Personnel Committee recommended approval of the Residential Infrastructure Policy changes by a vote of 4-0.

ATTACHMENTS:

- Reso18-105 (DOCX)
- Exhibit A-Residential Infrastructure Development Policy rvd Nov 2018 (DOCX)
- Residential Infrastructure Development Policy rvd Nov 2018red-lined (DOCX)
- Mayor-FP-Basgig10-9-18-166-002-09 (PDF)
- Attachment 1-Basgig Investors Agreement (PDF)
- Attachment 2- Reso 10-131 RIDP (PDF)
- Attachment 3-Basgig Request (PDF)

RESOLUTION #18-105

APPROVING AND ADOPTING REVISIONS TO RESIDENTIAL
INFRASTRUCTURE DEVELOPMENT POLICY

WHEREAS, pursuant to §13-7 De Pere Municipal Code, the Common Council has the discretion to authorize construction of public improvements paid for by special assessment when the property owner does not file a letter of credit for payment of such improvements, and the Common Council determines it to be in the public interest to construct such improvements, as outlined in the requirements and guidelines of the Residential Infrastructure Development Policy (“Policy”) adopted by the Common Council pursuant to Resolution #10-131; and

WHEREAS, several developers have successfully used the Policy since 2010 for residential lot development; and

WHEREAS, since 2008, lending practices of financial institutions have been revised, such that letters of credit for private development are no longer being advanced, in addition to other restrictive lending practices, rendering Developers often unable to obtain appropriate financing for their development project; and

WHEREAS, Developer requirements have also evolved over the last eight years since the City first established the Residential Infrastructure Policy, requiring Policy updates and clarifications to the current implementation of the Policy; and

WHEREAS, the attached Residential Infrastructure Development Policy (Revised November 2018 and effective as of August 1, 2018), attached hereto as Exhibit A, incorporates changes to the Policy approved by the Common Council on August 7, 2018, when it approved the Agreement Waiving Notice and Agreeing to Special Assessments

Resolution #18-105

Page 2 of 2

for Public Improvements with Basgig, LLC (Pine Trail Crossing Development), together with additional revisions recommended for approval on October 9, 2018 by the Finance/Personnel Committee.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The City Residential Infrastructure Development Policy (Revised November 2018 and effective as of August 1, 2018), as set forth in the attached Exhibit A, is hereby approved and adopted.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of November, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

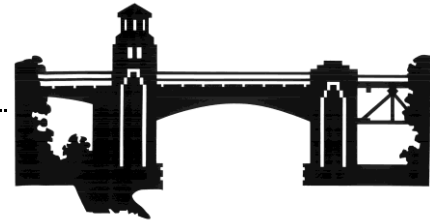
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

CITY OF DE PERE

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



- Policy Name:** City Residential Infrastructure Development Policy (Revised November 2018 and effective as of August 1, 2018)
- Purpose:** The purpose of the policy is to outline standards to guide requests for City-funded residential infrastructure development.
- The City's Finance/Personnel Committee and Common Council will review requests for City-funded infrastructure costs associated with residential development. Infrastructure costs include sewer, water, storm water, public road construction and corresponding City Engineering fees. Phase I construction costs include city water, sewer, stormwater management, street excavation, crushed aggregate base material, concrete curb and gutter, asphaltic pavement (binder) and street lights installed and owned by Wisconsin Public Service Corporation (or subsidiary/affiliate thereof). Some developments may also include trail construction and/or street trees. Phase II construction costs include asphaltic concrete pavement (surface.).
- Economic Requirements:** The policy is intended to provide an adequate supply of housing stock. The housing or availability of housing stock must also be balanced to ensure that the lots can be sold during the term of the Agreement. Therefore, the City will not entertain requests to fund infrastructure if a surplus of lots is on the market within the geographic area for which the infrastructure is sought.
- Process:**
1. Pre-Submittal meeting with City staff to review proposed development.
 2. Developer submits written request and supporting documentation for City-funded residential infrastructure.
 3. Finance/Personnel Committee reviews request and terms of agreement. *
 4. Developer secures associated zoning, plat and/or site plan approvals. *
 5. Developer records Plat. *
 6. Common Council reviews Agreement Waiving Notice and Agreeing to Special Assessments.
- * may occur concurrently.
- Developer Requirements:** The following criteria will be used to evaluate if the City will consider approval of the project:
1. The Developer must:
 - a. have all ownership interest in the property to be subdivided and sold for residential purposes; or
 - b. have a contractual interest which may become full ownership interest in the property to be subdivided and sold for residential purposes.

2. The Developer must intend to record a plat dividing the properties into the residential lots, including taking all steps necessary to obtain City Plan Commission approval. A copy of the recorded plat must be provided to the City Development Services Department once recorded.
3. The Developer must, on its own and on behalf of any and all successors and assigns, request the installation of the public improvements.
4. The Developer must provide the City the following documentation:
 - a. Preliminary plat or site plan of proposed project.
 - b. Letter from primary bank declining to fund the project.
 - c. Market analysis on the proposed development.
 - d. The type of residential structures to be developed. The City shall support all levels of housing; however the City reserves the right to refuse projects that use spec homes.
5. The estimated cost of the improvements shall be determined as follows:
 - a. The City Engineer shall estimate the costs of construction Phases I and II based upon prior years' bid experience;
 - b. Any costs related to purchase of sanitary sewer capacity from the Green Bay Metropolitan Sewerage District (a/k/a NEWater) shall not be included in the either Phase I or Phase II construction costs; rather the City sewer utility shall pay those costs.
6. The construction costs estimates to be assessed per lot shall be divided either:
 - a. on a per lot basis; or
 - b. on a tiered pay-off system provided the tiered pay-off complies with the following:
 - i. Three Pay-Off Tiers** with the following min./max. percentage of total costs to be paid in each tier:
 - 1st: not less than 20% of total construction costs x # lots
 - 2nd: not less than 30% of total construction costs x # lots
 - 3rd: not more than 45% of total construction costs x # lots
 - ii. Divide # of lots so that the number of lots in each tier does not exceed the following percentage as to the total # of lots:
 - 1st tier: not more than 40% of lots
 - 2nd tier: not more than 35% of lots
 - 3rd tier: remainder of lots ***
7. The assessments for the improvements shall be paid as follows:
 - a. Payment of the individual parcel assessments shall be deferred for a period up to five (5) years from the completion of Phase I of the public improvements, together with interest on the unpaid assessment balance. Interest at the rate at which the city last bonded shall commence accruing at such time the Phase I improvements are complete as identified in the Notice of Phase I completion sent to the Developer by the City Engineer.
 - b. Payment of individual parcel deferments shall cease and the amount assessed, plus interest, are due:
 - i. upon transfer of ownership of the parcel against which such assessment is levied; or
 - ii. upon the expiration of the deferral period (up to five (5) years from the date of completion of the Phase I public improvements).
 - c. The Developer shall execute a personal guarantee(s) of specific transaction

guaranteeing repayment of the total public improvement costs to the City as of the conclusion of the Agreement.

8. The full final cost of the public improvements shall be determined at the completion of the project and true-up performed to determine any per lot revised assessment amount as determined by subtracting from the total construction costs the sum of the principal amount collected from the sale of the lots. Should the final assessment per lot sum be smaller than the amount actually paid by transferred parcel(s), the overage collected shall be prorated among the parcels not transferred as of the date of completion. If all parcels were previously transferred, the ~~overage shall be~~ split among the property owners based on what was paid per tiered system or on a per lot basis as the case may be. Should the final assessment per lot be greater than the amount actually paid by the transferred parcels, such shortage not collected shall be prorated among the parcels not transferred. If all parcels were previously transferred, the shortage not collected shall be payable upon the Personal Guarantee.
9. The Developer shall waive any and all right or recourse it may have, through State or Federal Court Pursuant to Wis. Stats. §66.0703, or otherwise to challenge the assessment agreed to in this agreement, it being the desire of the Developer, to be placed in the same position as if they had been fully and adequately noticed of the procedures pertaining to the assessment for the reconstruction activity.

City Discretion
To Approve:

In determining whether to approve a request for City funding of residential infrastructure improvements in circumstances where the above criteria are satisfied, the City shall not be obligated to approve such request but shall also consider the following factors in analyzing and considering approval of the request:

1. Existing national and regional economic conditions;
2. Current construction market and the likelihood of receiving favorable public construction bids;
3. Whether previously approved City-funded infrastructure developments have met the obligations imposed upon the Developer, regardless of the identity of the developers;
4. Whether other requests for City-funded infrastructure improvements have been approved or are pending for the same construction season as the request under consideration;
5. Whether City engineering staff has sufficient time to prepare necessary engineering and construction plans for the requested infrastructure improvements;
6. Input or recommendations provided by the City financial advisor;
7. Any other factor relevant to the City's decision.

** two and four pay-off tiers results in pay-offs for the last tier in excess of 50% of the total costs of the project, which significantly adversely affects the price of those lots

***interest, which starts accruing after substantial completion of the improvements will also be added to the total amount due, generally on the last of the lots sold

CITY OF DE PERE

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



Policy Name: City Residential Infrastructure Development Policy (Revised November 2018 and effective as of August 1, 2018)

Formatted: Indent: Left: 0", Hanging: 0"

Purpose: The purpose of the policy is to outline standards to guide requests for City funded residential infrastructure development.

Application: The City's Finance/Personnel Committee and Common Council (?) will review requests for City funded infrastructure costs associated with residential development. Infrastructure costs include sewer, water, storm water, ~~and~~ public road construction and corresponding City Engineering fees. Phase I construction costs include city water, sewer, stormwater management, street excavation, crushed aggregate base material, concrete curb and gutter, asphaltic pavement (binder) and street lights installed and owned by Wisconsin Public Service Corporation (or subsidiary/affiliate thereof).. Some developments may also include trail construction and/or street trees. Phase II construction costs include asphaltic concrete pavement (surface.) Please note that the road construction includes both the initial and final installation of asphalt.

Economic Requirements: The policy is intended to provide an adequate supply of housing stock. The housing or availability of housing stock must also be balanced to ensure that the lots can be sold during the term of the Agreement within the three-year period. Therefore, the City will not entertain requests to fund infrastructures if a surplus of lots area surplus of lots is on the market within the geographic area for which the infrastructure is sought.

Process:

1. Pre-Submittal meeting with City staff to review proposed development.
2. Developer submits written request and supporting documentation for City funded residential infrastructure.
3. Finance/Personnel Committee reviews request and terms of agreement. *
4. Developer secures associated zoning, plat and/or site plan approvals *
5. Developer records Plat. *
6. Common Council reviews Agreement Waiving Notice and Agreeing to Special Assessments.

* may occur concurrently.

Formatted: Numbered + Level: 1 +
Numbering Style: 1, 2, 3, ... + Start at:
Alignment: Left + Aligned at: 1" + Ind:
1.25"

Formatted: Indent: Left: 1"

Developer

Requirements: The following criteria will be used to evaluate if the City will consider approval of the project:

1. The Developer must:

~~A. have all ownership interest in own the proposed the~~ property to be subdivided and sold for residential purposes; ~~or~~

~~B. have a contractual interest which may become full ownership interest in the property to be subdivided and sold for residential purposes.~~

~~1.~~

2. The Developer must ~~intend to have~~ recorded a plat dividing the properties into the residential lots, including taking all steps necessary to obtain City Plan Commission approval. A copy of the recorded plat must be provided to the City ~~Planning~~ Development Services Department ~~once recorded.~~

~~2.~~

3. The Developer must, on its own and on behalf of any and all successors and assigns, request the installation of the public improvements.

~~3.~~

4. The Developer must provide the City the following documentation:

~~a.~~ Preliminary plat or site plan of proposed project.

~~a-b.~~ Letter from primary bank declining to fund the project.

~~b-c.~~ Market analysis on the proposed development.

~~d.~~ The type of residential structures to be developed. The City shall support all levels of housing; however the City reserves the right to refuse projects that use spec homes.

~~e.~~

5. The estimated cost of the improvements shall be determined as follows:

a. the City Engineer shall estimate the costs of construction Phases I and II based upon prior years' bid experience;

b. Any costs related to purchase of sanitary sewer capacity from the Green Bay Metropolitan Sewerage District (a/k/a NEWater) shall not be included in the either Phase I or Phase II construction costs; rather the city sewer utility shall pay those costs.

6. The construction costs estimates to be assessed per lot shall be divided either:

~~a. on a to be provided by the City shall be divided up on a~~ per lot basis;

~~or~~

~~b. - on a tiered pay-off system provided the tiered pay-off complies with the following:~~

~~i. Three Pay-Off Tiers* with the following min./max. percentage of total costs to be paid in each tier:~~

~~1st: not less than 20% of total construction costs x # lots~~

~~2nd: not less than 30% of total construction costs x # lots~~

~~3rd: not more than 45% of total construction costs X # lots~~

~~ii. Divide # of lots so that the number of lots in each tier does not exceed the following percentage as to the total # of lots:~~

~~1st tier: not more than 40% of lots~~

~~2d tier: not more than 35% of lots~~

~~3rd tier: remainder of lots **~~

~~5.~~

6. The assessments for the improvements shall be paid as follows:

Formatted: Indent: Left: 1", Tab stop 1.75"

Formatted: Indent: Left: 1.5", No bullet numbering

Formatted: Indent: Left: 1", Tab stop 1.75"

Formatted: Indent: Left: 1.25", No bullet numbering

Formatted: Indent: Left: 1", Tab stop 1.75"

Formatted: Indent: Left: 1.25", No bullet numbering

Formatted: Indent: Left: 1", Tab stop 1.75"

Formatted: Indent: Left: 1.75", No bullet numbering, Tab stops: Not at 1.75"

Formatted: Indent: Left: 1.2", No bullet numbering

Formatted: Indent: First line: 0.5", No bullet or numbering

Formatted: Indent: Left: 1.5", No bullet numbering

Formatted: Indent: Left: 1.25", First line 0.25", No bullets or numbering

Formatted: Indent: Left: 1.5", No bullet numbering

Formatted: Indent: Left: 2", First line

Formatted: Indent: Left: 1.5"

Formatted: Indent: Left: 1.5", No bullet numbering

Formatted: Indent: Left: 1.5", First line

Formatted: Indent: Left: 1.25", First line 0.25", No bullets or numbering

Formatted: Indent: Left: 1", No bullet numbering

~~A.~~ a. Payment of the individual parcel assessments shall be deferred for a period up to ~~three (3)~~ five (5) years from the completion of ~~the p~~Phase I of the public improvements, together with interest on the unpaid assessment balance. Interest at the rate at which the city last bonded shall commence accruing at such time the ~~p~~Phase I improvements are complete as identified in the Notice of Phase I completion sent to the ~~d~~Developer by the City Engineer. Phase I public improvements include the utilities, storm water management, and crushed aggregate base course material.

b. Payment of individual parcel deferments shall cease and the amount assessed, plus interest, are due:

i. upon transfer of ownership of the parcel against which such assessment is levied

~~B.~~ or.

ii. ~~Upon~~ upon the expiration of the deferral period (up to five (5) years ~~three (3) years~~ from the date of completion of the phase I public improvements.

c. The Developer shall execute a personal guarantee(s) of specific transaction guaranteeing repayment ~~of not less than one-third~~ of the total public improvement costs to the City as of the conclusion of the Agreement. ~~in each year of the deferral.~~

~~D.~~

8. The full final cost of the public improvements shall be determined at the completion of the project and true-up performed to determine any per lot revised assessment amount as determined by subtracting from the total construction costs the sum of the principal amount collected from the sale of the lots, prorated per parcel. Should the final assessment per lot sum be smaller than the amount actually paid by transferred parcel(s), the overage collected shall be prorated among the parcels not transferred as of the date of completion. If all parcels were previously transferred, the overage shall be split among the property owners based on what was paid per tiered system or on a per lot basis as the case may be. Should the final assessment per lot be greater than the amount actually paid by the transferred parcels, such shortage not collected shall be prorated among the parcels not transferred. If all parcels were previously transferred, the shortage not collected shall be payable upon the Personal Guarantee.

~~7.~~

9. The Developer shall waive any and all right or recourse it may have, through State or Federal Court Pursuant to Wis. Stats. §66.0703, or otherwise to challenge the assessment agreed to in this agreement, it being the desire of the Developer, to be placed in the same position as if they had been fully and adequately noticed of the procedures pertaining to the assessment for the reconstruction activity.

~~8.~~

9. ~~10. At least one-third of all platted lots shall be subject to accepted offers to purchase.~~

Formatted: Indent: Left: 1.2", No bullet numbering

Formatted: Indent: Left: 1.5", No bullet numbering

Formatted: Indent: Left: 1.75", No bullet numbering

Formatted: Indent: Left: 1.5", No bullet numbering

Formatted: Indent: Left: 0.5", First line No bullets or numbering

Formatted: Indent: Left: 1", No bullet numbering

City Discretion
To Approve

In determining whether to approve a request for City funding of residential infrastructure improvements in circumstances where the above criteria are satisfied, the City shall not be obligated to approve such request but shall also consider the following factors in analyzing and considering approval of the request:

1. Existing national and regional economic conditions;
2. Current construction market and the likelihood of receiving favorable public construction bids;
3. Whether previously approved City funded infrastructure developments have met the obligations imposed upon the developer, regardless of the identity of the

- developers;
4. Whether other requests for City funded infrastructure improvements have been approved or are pending for the same construction season as the request under consideration;
 5. Whether City engineering staff has sufficient time to prepare necessary engineering and construction plans for the requested infrastructure improvements;
 6. Input or recommendations provided by the City financial advisor;
 7. Any other factor relevant to the City's decision.

CITY OF DE PERE

MEMO

To: Mayor Michael J. Walsh, Chair
 Members of the Finance/Personnel Committee
 Larry Delo, City Administrator

From: Judith Schmidt-Lehman, City Attorney *Judy*

RE: Request to Revise Public Improvement Agreement (Pine Trail Subdivision)

Date: October 9, 2018 (meeting date)

The Common Council approved an Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements ("Public Improvement Agreement" or "Agreement") on August 7, 2018. (See attachment 1.) In this Agreement, the Council authorized several slight deviations from the Residential Infrastructure Policy adopted by the Council in 2010 to assist Developers in the infrastructure costs associated with residential subdivision. (See attachment 2.) Specifically, the Agreement does not include the 33% pre-sold requirement; the interest rate is revised to the City's bonding interest rate and reflects a five (5) year pay-off rather than three (3) year.

The Developers have requested additional assistance from the City. (See attachment 3.) Staff has discussed the request with the Developers. If the Committee (and Council) wish to consider additional financial assistance, doing so must have a "public purpose" and providing it must be applied to all who request and qualify for it in an objective manner.

For an expenditure of public funds to constitute a public purpose, the subject matter of the expenditure must be one of public necessity, convenience or welfare.¹ Here, the expenditure will be the furtherance of additional residential development in the City, which the Council has determined is beneficial to the City as a whole and is much needed, and therefore meets the "public purpose" test.

The assistance provided must also be objectively applied to all who qualify and request the assistance and not arbitrarily provided. If the Committee (and Council) wish to consider providing additional assistance to this (and other qualifying) Developers, tying the additional assistance to a specific component of the costs associated with infrastructure, rather than a specific dollar figure, will ensure that all similar requests are treated objectively and even-handedly. With this development (and others into the foreseeable future), the City is charged by GBMSD for additional capacity in the GBMSD interceptors to transport wastewater. With the advent of GBMSD's purchase of the city's wastewater treatment plant and interceptors, we are now seeing this separate charge. A survey of our neighboring communities (Ashwaubenon/Howard/Ledgeview) reveals that none of those municipalities assess the interceptor capacity charge to the Developer.

Staff would recommend that the Committee (and Council) adopt a policy/amend the Residential Infrastructure Policy, retroactive to encompass this Agreement, to not assess that capacity charge for new residential development. For this development, that capacity charge is \$103,898.93.

¹ *Hopper v. City of Madison*, 79 Wis. 2d 120, 129-130, 256 N.W.2d 139 (1977).

Staff is also supportive of the concept of potentially staggering “lot assessment pay-offs” to structure the pay-offs to allow for additional funds to go to the Developer early in the development when expenses are highest. Staff would support a revision to the Residential Infrastructure Policy to allow for a structured payment provided the tiers are created pursuant to objective criteria or a formula that can be uniformly used for this and subsequent developments. Staff has not had the opportunity to discuss with this Developer the method by which the “pay-off tiers” were determined. If the Committee is supportive of trying to develop a structured “pay-off tier” system and revising the Residential Infrastructure Policy accordingly, we can work with the Developer on revisions to the Agreement to accommodate that change as well.

If you have any questions regarding this matter ahead of the Finance/Personnel meeting, feel free to contact Development Services Director Kim Flom at 339-2370 or the undersigned at 339-4042.

JSL

cc: Alderpersons Boyd, Hansen, Raasch, and Carpenter

J:\Law\Memos\2018\Mayor-FP-Basgig10-9-18-166-002-09.docx

DOCUMENT NO.

**AGREEMENT WAIVING NOTICE AND
AGREEING TO SPECIAL ASSESSMENTS
FOR PUBLIC IMPROVEMENTS**

THIS AGREEMENT, made and entered into this 10th day of August, 2018, by and between the **City of De Pere**, a Wisconsin municipal corporation ("City"), **Basgig Investors, LLC**, a Wisconsin Limited Liability Company ("Developer"), owning property along Ryan Road in the City of De Pere, **Murray J. Basten** and **Gigot Properties LLC**, principal members of Basgig Investors, LLC.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

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

ED-R27-1 and ED-R27-2

PARCEL IDENTIFICATION NUMBER (PIN)

WHEREAS, Developer has subdivided property it owns in the City of De Pere known as the Plat of Pine Trail Crossing for residential purposes; and

WHEREAS, Developer wishes to have City construct public improvements consisting of public street, water, sanitary sewer, storm sewer, curb and gutter and incidental or accessory improvements where necessary, to serve such property legally described as:

Lots 1 through 7 and 9 through 61, Plat of Pine Trail Crossing, City of De Pere, East side of Fox River, Brown County, Wisconsin,
and shown on the attached Exhibit A, incorporated herein.

WHEREAS, pursuant to §13-7 De Pere Municipal Code, Developer has requested that the City construct such improvements and specially assess the benefiting parcels for the costs thereof; and

WHEREAS, under §13-7 De Pere Municipal Code, the Common Council has the discretion to authorize construction of public improvements to be paid for by special assessment or other means when the property owner does not file a letter of credit for

Attachment: Attachment 1-Basgig Investors Agreement (7583 : Resolution #18-105 Approving and Adopting Revisions to Residential

payment of such improvements and the Common Council determines it to be in the public interest to construct such improvements; and

WHEREAS, due to economic conditions and an unwillingness in lending institutions to advance letters of credit for private development, Developer is unable to obtain appropriate financing to enable it to file a letter of credit for the aforementioned public improvements; and

WHEREAS, the economic climate and shortage of available residential housing stock has fostered a market for those who seek to purchase mid-priced homes, providing the opportunity for residential development within the city; and

WHEREAS, the Developer and City believe that it is in their mutual best interests and in the public interests of the City of De Pere to approve such public improvement construction along the terms and conditions provided herein.

NOW, THEREFORE, the parties hereto, based upon the recitals stated above and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Developer has recorded an approved plat subdividing the aforementioned property into sixty-one (61) lots (56 single family lots, 4 duplex lots and 1 multi-family lot) and one outlot (Exhibit A), and shall provide a recorded copy thereof to City.
2. Developer shall grant City an easement for the lift station required for the sanitary sewer improvements installed pursuant to this Agreement.
3. This Agreement pertains to Lots 1 through 7 and 9 through 61 of Exhibit A, together with the public improvements serving them. This Agreement does not include Lot 8 of Exhibit A.

Agreement Waiving Notice and Agreeing to
Special Assessments for Public Improvements
Page 2 of 7

4. After receipt of the recorded plat, City's Engineering Department shall, pursuant to the public bid requirements of Wis. Stats. §62.15, obtain competitive bids for the construction of the public improvements provided for in this Agreement. The plans and specifications for such improvements shall be provided by City to Developer for comment prior to commencing the competitive bid process.

5. Developer, on its own and on behalf of any and all successors and assigns, requests the installation of the public improvements specifically provided for in this Agreement.

6. Developer, on its own behalf and on behalf of any and all successors and assigns, freely and voluntarily waives any right it may have under state or local laws to notice of such street, sanitary sewer, water, stormwater and curb and gutter improvement construction affecting the property legally described in this Agreement, such property hereinafter be referred to as "the benefited properties."

7. Payment for the requested public improvements shall be made as provided in this Agreement. It is understood and agreed that, as of the date of the signing of this Agreement, the estimated cost of Phases I and II of the public improvements is Two Million Eighty-Six Thousand, Two Hundred Four and no/100 Dollars (\$2,086,204.00), as more specifically set forth in Exhibit B (Project 18-14 New Subdivision – Pine Trail Crossing) and Exhibit C (Project 18-14 New Subdivision – Pond Costs) attached and incorporated by reference. The parties understand and acknowledge that the actual total cost of the improvements may be more or less than such estimate and that this Agreement allows for the assessment of the actual total costs of the construction project, including engineering, legal and administrative fees, upon the properties defined herein.

8. Payment of the parcel assessments shall be deferred up to five (5) years from the completion of Phase I of the public improvements, together with interest at the rate of 1.87% (the rate at which the city last issued municipal bonds) on the unpaid assessment balance at the time the deferral period ends as provided below. Interest shall commence accruing at such time the Phase I improvements are complete as identified on the Notice of Phase I Completion sent by City to Developer. Phase I improvements include city utilities, stormwater management, street excavation, crushed aggregate base course material, concrete curb and gutter, asphaltic concrete pavement (binder) and trail construction. Phase II improvements consist of asphaltic concrete pavement (surface).

9. Deferment of payment of the assessment on the multi-family parcel (Lot 61 on Exhibit A) shall cease upon Developer's transfer of ownership of said parcel. The amount assessed for this lot shall be Twenty-five Thousand and no/100 dollars (\$25,000.00), plus any accrued interest at the rate of 1.87%, which shall be due and payable as of the date of ownership transfer.

10. Payment of single family and duplex parcel deferments shall cease and the amount assessed, plus any interest, shall be due and payable upon the happening of either of the following, whichever occurs first:

- A. Upon transfer of ownership of the parcel against which such assessment is levied. Individual parcels transferred prior to the construction contract for the public improvements is awarded by City and prior to a final determination of the total assessment costs, shall have the assessment amount determined by the following formula:

$$\left(\frac{\text{Project Estimate (Exhibits B and C)}}{59} \right) \times (1 + \text{Interest})$$

Agreement Waiving Notice and Agreeing to
Special Assessments for Public Improvements
Page 4 of 7

- B. Upon transfer of ownership of the parcel against which such assessment is levied. Individual parcels transferred after the construction contract for the public improvements is awarded by City and prior to a final determination of the total assessment costs, shall have the assessment amount determined based upon the construction costs of the awarded contract, (which shall be appended to this Agreement as Exhibits B-2 and C-2 when available) by the following formula:

$$\left(\frac{\text{Project Estimate (Exhibits B-2 and C-2)}}{(59 - \# \text{ of lots sold})} \right) \times (1 + \text{Interest})$$

- C. Upon the expiration of five (5) years from the date of completion of the Phase I public improvements.

11. Murray J. Basten and Mark S. Gigot shall execute Personal Guarantees of Specific Transaction guaranteeing repayment of total public improvement costs to the City. Such Guarantees are attached hereto collectively as Exhibit D.

12. The full final cost of the public improvements shall be determined at the completion of both Phase I and Phase II of the project ("Final Assessment") and prorated per parcel. Should the Final Assessment per parcel be smaller than the amount actually paid upon transfer of parcel(s), the overage collected shall be determined and distributed pro rata among the parcels not transferred, and the assessments per lot not transferred as of the time of such pro-ration shall have their Final Assessments adjusted to conform to the final assessment pro-ration less such credit. Should the Final Assessment per lot be greater than the amount actually paid by the transferred parcels, the shortage not collected shall be prorated among the parcels not transferred. If all parcels were previously transferred, the shortage not collected shall be payable upon the Personal Guarantee of Murray J. Basten and Mark S. Gigot.

13. The method of determining the assessment rate is reasonable.
14. The subject property will receive special benefit as a result of public improvements constructed under this Agreement.
15. Developer waives any and all right or recourse it may have, through State or Federal Court pursuant to Wis. Stats. §66.0703, or otherwise to challenge the assessment agreed to in this Agreement, it being the desire of Developer, to be placed in the same position as if they had been fully and adequately noticed of the procedures pertaining to the assessment for the reconstruction activity.
16. The City shall act in reliance upon the representations of Developer in this agreement and shall commence, as soon as it is reasonably possible, the improvements contemplated by this agreement.
17. This Agreement shall be recorded in the Office of the Brown County Register of Deeds and the covenants and obligations herein shall run with the land and bind all subsequent owners thereto until released by the City.

(Remainder of page intentionally left blank)

Dated in De Pere, Wisconsin, this 10th day of August, 2018.

CITY OF DE PERE

By:

Michael J. Walsh

Michael J. Walsh, Mayor

Shana D. Ledvina

Shana D. Ledvina, Clerk-Treasurer

STATE OF WISCONSIN)

)SS.

BROWN COUNTY)

Personally came before me this 10th day of August, 2018, the above named Michael J. Walsh and Shana D. Ledvina to me known as the persons who executed the foregoing instrument and acknowledged the same.

Angela M. Zills

Notary Public: Angela M. Zills

My Commission Expires: 4/15/2022



BASGIG INVESTORS, LLC

By:

Murray J. Basten

Murray J. Basten, Member

Mark S. Gigot

Mark S. Gigot, for Gigot Properties LLC

STATE OF WISCONSIN)

)SS.

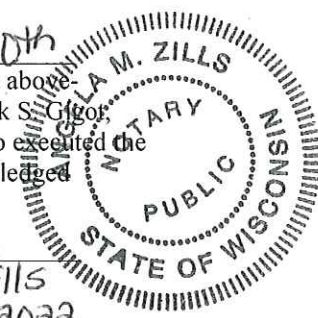
BROWN COUNTY)

Personally came before me this 30th day of July, 2018, the above named Murray J. Basten and Mark S. Gigot, to me known as the person(s) who executed the foregoing instrument and acknowledged the same.

Angela M. Zills

Notary Public: Angela M. Zills

My Commission Expires: 4/15/2022



INDIVIDUAL SIGNATURES

Murray J. Basten

Murray J. Basten, Individual

STATE OF WISCONSIN)

)SS.

BROWN COUNTY)

Personally came before me this 30th day of July, 2018, the above named Murray J. Basten, to me known as the person who executed the foregoing instrument and acknowledged the same.

Angela M. Zills

Notary Public: Angela M. Zills

My Commission Expires: 4/15/2022



Mark S. Gigot

Mark S. Gigot, for Gigot Properties LLC

STATE OF WISCONSIN)

)SS.

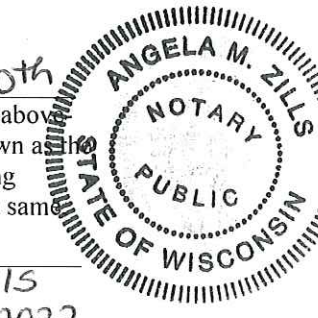
BROWN COUNTY)

Personally came before me this 30th day of July, 2018, the above named Mark S. Gigot, to me known as the person who executed the foregoing instrument and acknowledged the same.

Angela M. Zills

Notary Public: Angela M. Zills

My Commission Expires: 4/15/2022



Drafted by: Judith Schmidt-Lehman

J:\Law\Legal Documents \2018\Special Assessment Agreement-Basig Investors, LLC (Pine Trail Crossing)FINAL6-21-18-166-002-09.docx

Agreement Waiving Notice and Agreeing to
Special Assessments for Public Improvements

Page 7 of 7

Attachment: Attachment 1-Basig Investors Agreement (7583 : Resolution #18-105 Approving and Adopting Revisions to Residential

All of Lot 1, Volume 58, Certified Survey Maps, Page 128, Map No. 8308, Doc. No. 2624629, Brown County Records, and part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, in Section 3, T22N-R20E, in the City of De Pere, Brown County, Wisconsin



- [Signature]*
Dillon
P.O. Box 6727
June 11, 2018
Revised: June 29, 2018
Issued: August 21, 2018
- STODEN M.
HIEDA
PLS-3276
GREEN BAY,
WI
- WISCONSIN
LAND SURVEYING BOARD

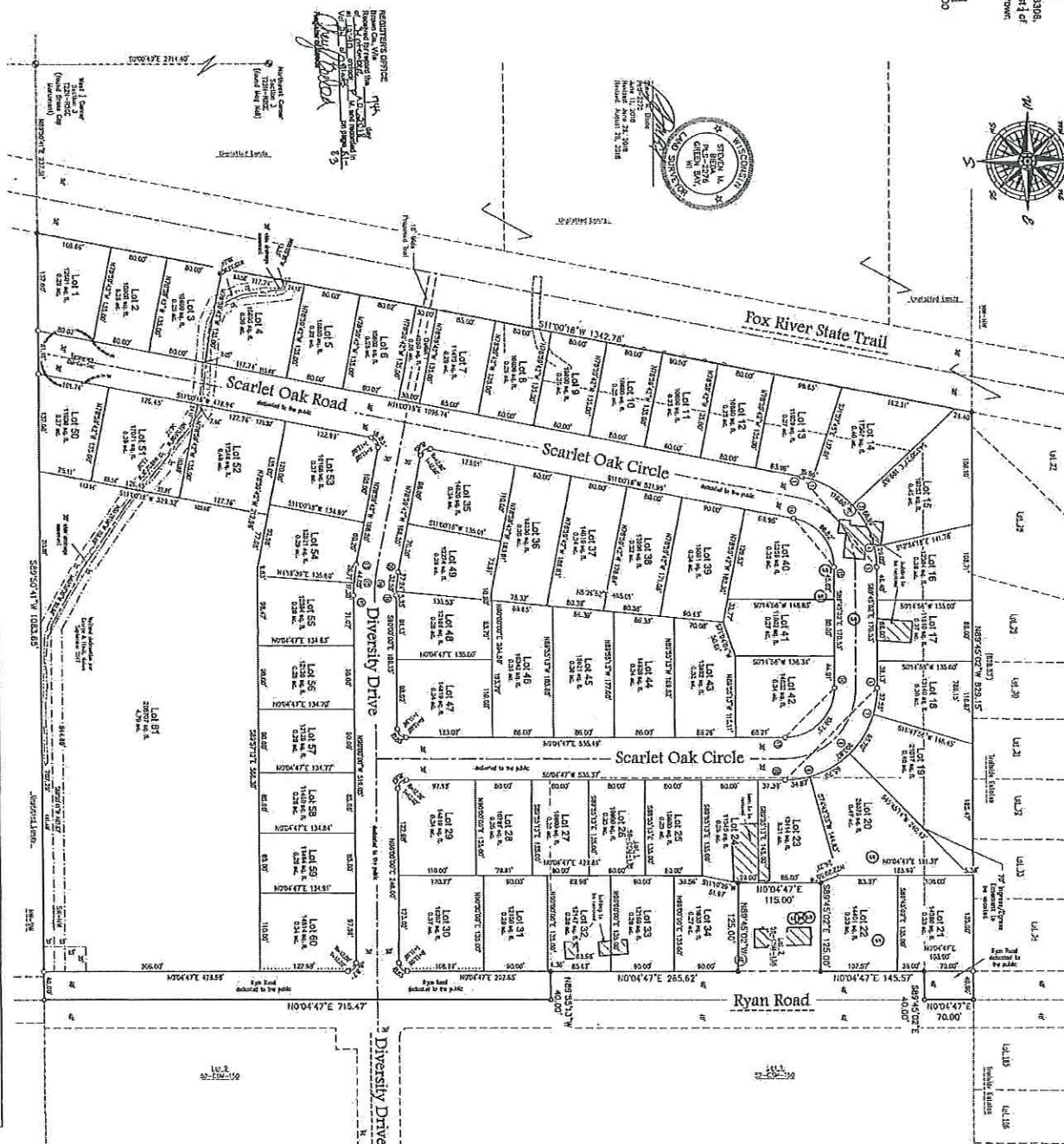
Location Sketch



Section 3, T22N-R20E
Not to Scale

There are no objections to this plan with respect to
236.15, 236.16, 236.20 and 236.6.1 (1) and (2). W/ta
State, as provided by # 236.12, W/ta State.

Certified September 4th 20 18
Roswitha D. Pongel
Department of Administration



TAX PARCEL NO. ED-RZ7-1, ED-R-27-2

Final Plat

File: D-16811\Final Plot 002713.dwg Date: File: D-16811.dwg Fieldwork Completed: 01/25/2018

Basgig Investors, LLC

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

PROJECT NO.

SHEET NO.
1 of 3

P-2372

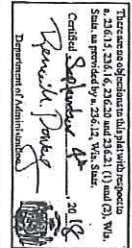
Exhibit A

All of Lot 1, Volume 58, Certified Survey Maps, Page 139, Map No. 850B Doc. No. 2624629, Brown County Records, and part of the Southwest ¼ of the Northwest ¼, in Section 3, T22N-R20E, in the City of De Pere, Brown County, Wisconsin



- ① 2.5" (6.4 cm) 10' (3 m) pipe
- ② weighing 30.5 lb/in. (1.1 kN/m)
- ③ 1" (25 mm) lead
- ④ 1" (25 mm) lead
- ⑤ Brown County cement - type mortar
- ⑥ either 14' (4.3 m) cement marked with 1" (25 mm) lead or 14' (4.3 m) weighing 16.8 lb/in. (0.6 kN/m)
- ⑦ of their measurement, they have made it too exact, numerically, of 1 ft.
- ⑧ of distance on curves are not lengths
- ⑨ recorded on bearing & distance
- ⑩ building outline (unless noted)
- ⑪ utility easement (unless noted)

The County Monuments listed in this survey are shown and their sites have been found verified and/or Brown County Monuments and Land Services has been notified of every easement owner.



Basgig Investors, LLC

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

Final Plat

TAX PARCEL NO. ED-R277-1, ED-R277-2

24 MAR 82

SCALE
1"=80'

DEAN W. L. BROWN
JAN 1968

Packet Pg. 55

Project 18-14 New Subdivision - Pine Trail Crossing
City of De Pere
July 25, 2018

Item #	Description	Unit	Total Quantities (Rounded)	Unit Price	Total (Rounded)
SANITARY SEWER					\$300,950.00
SS-01	Provide 8-Inch Sanitary Sewer	LF	2800	\$65.00	\$182,000.00
SS-02	Provide 4-Inch Sanitary Lateral	LF	1700	\$48.00	\$81,600.00
SS-03	Provide 8"x4" Wye	EA	54	\$75.00	\$4,050.00
SS-04	Provide 4-Foot Diameter Sanitary Manhole	VF	120	\$240.00	\$28,800.00
SS-05	Provide 4-Foot Outside Drop Sanitary Manhole	VF	15	\$300.00	\$4,500.00
STORM SEWER					\$352,770.00
ST-01	Provide 36-Inch RCP Storm Sewer	LF	60	\$90.00	\$5,400.00
ST-02	Provide 24-Inch RCP Storm Sewer	LF	340	\$75.00	\$25,500.00
ST-03	Provide 21-Inch RCP Storm Sewer	LF	50	\$65.00	\$3,250.00
ST-04	Provide 18-Inch RCP Storm Sewer	LF	600	\$57.00	\$34,200.00
ST-05	Provide 15-Inch PVC or RCP Storm Sewer	LF	180	\$50.00	\$9,000.00
ST-06	Provide 12-Inch PVC or RCP Storm Sewer	LF	2250	\$40.00	\$90,000.00
ST-07	Provide 8-Inch PVC Storm Sewer	LF	650	\$35.00	\$22,750.00
ST-08	Provide 6-Inch Storm Sewer Lateral	LF	2500	\$30.00	\$75,000.00
ST-09	Provide 24"x6" Storm Sewer Branch or Inserta Tee	EA	2	\$300.00	\$600.00
ST-10	Provide 18"x6" Storm Sewer Branch or Inserta Tee	EA	4	\$225.00	\$900.00
ST-11	Provide 12"x6" Storm Sewer Branch or Inserta Tee	EA	12	\$165.00	\$1,980.00
ST-12	Provide 8"x6" Storm Sewer Branch or Inserta Tee	EA	11	\$90.00	\$990.00
ST-13	Provide 5-Foot Diameter Storm Manhole	VF	20	\$500.00	\$10,000.00
ST-14	Provide 4-Foot Diameter Storm Manhole	VF	85	\$400.00	\$34,000.00
ST-15	Provide 3-Foot Diameter Yard Drain	EA	7	\$1,200.00	\$8,400.00
ST-16	Provide Type B Inlet	EA	18	\$1,600.00	\$28,800.00
ST-17	Provide 36-inch Endwall	EA	4	\$500.00	\$2,000.00
WATER MAIN					\$188,810.00
W-01	Provide 8-Inch PVC Water Main (Granular Backfill)	LF	200	\$40.00	\$8,000.00
W-02	Provide 8-Inch PVC Water Main (Natural Backfill)	LF	2900	\$30.00	\$87,000.00
W-03	Provide 6-Inch PVC Water Main (Hydrant Lead)	LF	25	\$36.00	\$900.00
W-04	Provide 8-Inch Gate Valve	EA	8	\$1,650.00	\$13,200.00
W-05	Provide 1-Inch HDPE Water Service	LF	1510	\$27.00	\$40,770.00
W-06	Provide 1-Inch Corporation and Curb Stop	EA	54	\$360.00	\$19,440.00
W-07	Provide Hydrant (6.5' Bury)	EA	5	\$3,600.00	\$18,000.00
W-08	Provide Connection to Existing Water Main	EA	1	\$1,500.00	\$1,500.00
STREET AND DRAINAGE					\$328,340.00
SD-01	Unclassified Excavation	CY	4330	\$8.00	\$34,640.00
SD-02	Ditch Grading Side and Back lot Line	SY	4600	\$2.00	\$9,200.00
SD-03	Provide 1 1/4" Crushed Aggregate Base Course	TON	6250	\$13.50	\$84,375.00
SD-04	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, Lower Layer	TON	1150	\$60.00	\$69,000.00
SD-05	Provide 24-Inch Concrete Curb and Gutter (Slip Form)	LF	4750	\$13.00	\$61,750.00
SD-06	Provide #4 Reinforcement Bars for Curb	LF	2160	\$1.25	\$2,700.00
SD-07	Provide Landscaping - Topsoil, Seed, Fertilizer and Mulch - No. 40 Seed Mix	SY	19050	\$3.50	\$66,675.00
SPECIAL CONSTRUCTION					\$57,948.00
SC-01	Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00
SC-02	Provide Silt Fence	LF	3600	\$1.75	\$6,300.00
SC-03	Inlet Protection Type B	EA	18	\$51.00	\$918.00
SC-04	Tracking Pad	EA	1	\$900.00	\$900.00
SC-05	Provide Pipe Foundation Stabilization	CY	100	\$10.00	\$1,000.00
SC-06	Provide Conduit Rigid Nonmetallic Schedule 40, 2-Inch		2950	\$6.00	\$17,700.00
SC-07	Provide Electrical Wire Lighting 4AWG		2950	\$1.40	\$4,130.00
SC-08	Provide Light Base, Transformer, Pole		6	\$1,500.00	\$9,000.00
SC-09	Provide Pull Box 24x12-Inch		5	\$600.00	\$3,000.00
SC-10	Provide Lighting Control Panel		1	\$5,000.00	\$5,000.00

Probable Construction Cost Subtotal (Rounded) \$1,228,900.00
Contingency (Rounded) \$0.00

20% Engineering and Administration (Rounded) \$245,800.00

Probable Construction Cost Total (Rounded) \$1,475,000.00

Probable Construction Cost Surface Course (Rounded - Inflated 3 Years) \$57,000.00
Contingency (Rounded) \$0.00

20% Engineering and Administration (Rounded) \$11,400.00

Probable Construction Cost Surface Course Total (Rounded) \$69,000.00

Notes

- Lighting quantities not updated
- Estimate is based off of the layout provided in the preliminary plat. No accommodations made for the swale traveling through the
- Estimate is based off the assumption that the subdivision will drain to the Altmeyer pond and that a new pond will not need to be
- All properties with a proposed yard drain along their side or rear lot lines are not estimated to need a storm sewer branch.
- Estimate does not take into consideration potential water main offsets.

City of De Pere
Project 18-14 - New Subdivision
Pond Cost - Subdivision Only
May 2, 2018

Item #	Bid Item	Unit	Bid Amount	Unit Price	Total
STORM SEWER					
ST-##	Provide 30" RCP Class III, or PP Storm Sewer (Granular)	LF	35	\$80.00	\$2,800.00
ST-##	Provide 30" RCP Class III, or PP Storm Sewer (Natural)	LF	990	\$40.00	\$39,600.00
ST-##	Provide 5' Diameter Manhole	VF	12	\$500.00	\$6,000.00
ST-##	Provide Pond Outlet Structure	EA	1	\$4,700.00	\$4,700.00
ST-##	Provide Endwall	EA	1	\$500.00	\$500.00
STREET AND DRAINAGE					
SD-##	Provide Clearing and Grubbing	LS	1	\$1,000.00	\$1,000.00
SD-##	Unclassified Excavation (Pond Site)	CY	6100	\$5.00	\$30,500.00
SD-##	Landscaping – Topsoil, Seed, Fertilizer and Mulch - Field	SY	4500	\$3.50	\$15,750.00
SD-##	Landscaping – Topsoil, Seed, Fertilizer and Mulch - Pond	SY	2800	\$7.00	\$19,600.00
SPECIAL CONSTRUCTION					
SC-##	Provide Silt Fence	LF	500	\$3.00	\$1,500.00
SC-##	Install, Maintain and Remove Rock Filled Erosion Control Bags	EA	50	\$10.00	\$500.00
SC-##	Inlet Protection Type B	EA	2	\$51.00	\$102.00
SC-##	Tracking Pad	EA	1	\$900.00	\$900.00
SC-##	Erosion Mat Urban Class 1, Type B	SY	3200	\$2.00	\$6,400.00
SC-##	Provide Heavy Rip Rap w/Geotextile Fabric, Type HR	SY	100	\$50.00	\$5,000.00
SC-##	Install Temporary Safety Fence	LF	500	\$2.50	\$1,250.00

Probable Construction Cost \$136,102.00
Contingency \$6,800.00
Engineering \$27,200.00
Project Project Cost \$170,102.00

Attachment: Attachment 1-Basgig Investors Agreement (7583 : Resolution #18-105 Approving and Adopting Revisions to Residential

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

1. GUARANTEE. For value received, and to induce the City of De Pere (City) to extend credit to Basgig Investors, LLC, a Wisconsin Limited Liability Company, (Developer) for the installation of public improvements benefiting property owned by Developer, Murray J. Basten (hereinafter "the undersigned") guarantees payment of and promises to pay or cause to be paid to City, when due and as described herein, or to the extent not prohibited by law, at the time Developer becomes a subject of bankruptcy or other insolvency proceedings, the total construction costs incurred by City in constructing the public improvements.

Such public improvements are estimated to cost Two Million Eighty-Six Thousand, Two Hundred Four and no/100 dollars (\$2,086,204.00), for which the undersigned agrees to repay, plus interest charges and fees as provided for in the Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (the Agreement), the terms of which are incorporated herein by reference, and any extensions, renewals, and deferrals thereof, and also including the amount of any payments made to City on behalf of Developer which are recovered from City by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Developers.

2. TIMING OF REPAYMENT. Repayment as guaranteed herein, shall be made as follows:

Personal Guarantee of Specific Transaction - Basten
Page 2 of 3

- A. The full costs of the public improvements plus interest (1.87%) shall be calculated at the completion of Phase I and Phase II of the project ("Final Completion".) However, assessments shall initially be levied per parcel based upon the construction estimate of \$2,086,204.00 for parcels transferred prior to Final Completion. Should the assessment levied upon the estimate be less than the prorated amount attributable to the parcel(s) transferred, such difference shall be shared among the parcels not transferred as of the date of Final Completion. Should the assessment levied upon the parcels transferred be more than the front foot amount attributable to the parcel(s) transferred, such credit shall be among the parcels not transferred as of the date of Final Completion.
- B. Payment of the full amount attributable to any parcel not already transferred shall be due and payable thirty (30) days after the expiration of the five (5) year deferral for such assessments as provided in paragraph 6 of the Agreement.

3. REPRESENTATIONS. The undersigned acknowledges and agrees that City has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Developer. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently, and without reliance on City, continue to make such determinations.

Packet Pg. 61

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

1. GUARANTEE. For value received, and to induce the City of De Pere (City) to extend credit to Basgig Investors, LLC, a Wisconsin Limited Liability Company, (Developer) for the installation of public improvements benefiting property owned by Developer, Mark S. Gigot (hereinafter “the undersigned”) guarantees payment of and promises to pay or cause to be paid to City, when due and as described herein, or to the extent not prohibited by law, at the time Developer becomes a subject of bankruptcy or other insolvency proceedings, the total construction costs incurred by City in constructing the public improvements.

Such public improvements are estimated to cost Two Million Eighty-Six Thousand, Two Hundred Four and no/100 Dollars (\$2,086,204.00), for which the undersigned agrees to repay, plus interest charges and fees as provided for in the Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (the Agreement), the terms of which are incorporated herein by reference, and any extensions, renewals, and deferrals thereof, and also including the amount of any payments made to City on behalf of Developer which are recovered from City by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Developers.

2. TIMING OF REPAYMENT. Repayment as guaranteed herein, shall be made as follows:

Personal Guarantee of Specific Transaction - Gigot
Page 2 of 3

- A. The full costs of the public improvements plus interest (1.87%) shall be calculated at the completion of Phase I and Phase II of the project ("Final Completion".) However, assessments shall initially be levied per parcel based upon the construction estimate of \$2,086,204.00 for parcels transferred prior to Final Completion. Should the assessment levied upon the estimate be less than the front foot amount attributable to the parcel(s) transferred, such difference shall be shared among the parcels not transferred as of the date of Final Completion. Should the assessment levied upon the parcels transferred be more than the front foot amount attributable to the parcel(s) transferred, such credit shall be among the parcels not transferred as of the date of Final Completion.
- B. Payment of the full amount attributable to any parcel not already transferred shall be due and payable thirty (30) days after the expiration of the five (5) year deferral for such assessments as provided in paragraph 6 of the Agreement.

3. REPRESENTATIONS. The undersigned acknowledges and agrees that City has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Developer. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently, and without reliance on City, continue to make such determinations.

4. PERSONS BOUND. This guarantee benefits the City, its successors and assigns, and the undersigned, his respective heirs, personal representatives, and assigns.

Dated in De Pere, Brown County, Wisconsin, this 30th day of July, 2018.

Mark S. Gigot
203 South Monroe Avenue
Green Bay, WI 54301

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 30 day of July, 2018, the above-named Mark S. Gigot to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public: Angela M. Zills
My commission expires: 4/15/2023.

J:\Law\Legal documents\2018\Personal Guarantee of Specific Transaction-Basgig Investors, LLC-Gigot.docx



RESOLUTION #10-131

APPROVING AND ADOPTING RESIDENTIAL
INFRASTRUCTURE DEVELOPMENT POLICY

WHEREAS, pursuant to §13-7 De Pere Municipal Code, the Common Council has the discretion to authorize construction of public improvements paid for by special assessment when the property owner does not file a letter of credit for payment of such improvements and the Common Council determines it to be in the public interest to construct such improvements; and

WHEREAS, certain economic conditions have created an unwillingness in lending institutions to advance letters of credit for private development in Northeast Wisconsin and nationwide, rendering Developers often times unable to obtain appropriate financing to enable it to file a letter of credit for the aforementioned public improvements; and

WHEREAS, the Finance/Personnel Committee has reviewed the attached Residential Infrastructure Development Policy (incorporated as Exhibit 1), which sets forth standards by which the City may determine to fund residential infrastructure development, and recommends approval and adoption of the same thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves and adopts the attached Residential Infrastructure Development Policy (Exhibit 1).

BE IT FURTHER RESOLVED THAT:

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

Resolution #10-131
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day
of December, 2010.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

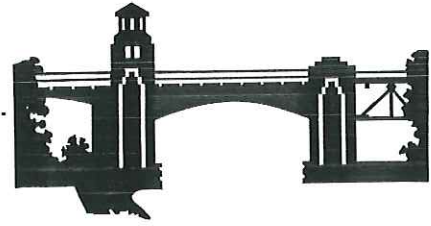
Charlene M. Peterson, Clerk-Treasurer

Ayes: _____

Nays: _____

CITY OF DE PERE

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



- Policy Name:** City Residential Infrastructure Development Policy
- Purpose:** The purpose of the policy is to outline standards to guide requests for City funded residential infrastructure development. This policy shall be reviewed on an annual and as needed basis.
- Application:** The City's Finance/Personnel Committee will review requests for City funded infrastructure costs associated with residential development. Infrastructure costs include sewer, water, storm water, and public road construction. Please note that the road construction includes both the initial and final installation of asphalt.
- Economic Requirements:** The policy is intended to provide an adequate supply of housing stock. The housing or availability of housing stock must also be balanced to ensure that the lots can be sold within the three-year period. Therefore, the City will not entertain requests to fund infrastructures if a surplus of lots are on the market within the geographic area and target market.
- Developer Requirements:** The following criteria will be used to evaluate if the City will consider approval of the project:
1. The Developer must own the proposed property to be subdivided and sold for residential purposes.
 2. The Developer must have recorded a plat dividing the properties into the residential lots, including taking all steps necessary to obtain City Plan Commission approval. A copy of the recorded plat must be provided to the City Planning Department.
 3. The Developer must, on its own and on behalf of any and all successors and assigns, request the installation of the public improvements.
 4. The Developer must provide the City the following documentation:
 - a. Letter from primary bank declining to fund the project.
 - b. Market analysis on the proposed development.
 - c. The type of residential structures to be developed. The City shall support all levels of housing; however the City reserves the right to refuse projects that use spec homes.
 5. The estimated cost of the improvements to be provided by the City shall be divided up on a per lot basis.
 6. The assessments for the improvements shall be paid as follows:
 - A. Payment of the individual parcel assessments shall be deferred up to three (3) years from the completion of the phase I public improvements, together with

- interest on the unpaid assessment balance. Interest shall commence accruing at such time the phase I improvements are complete as identified in the Notice of Phase I completion sent to the developer. Phase I public improvements include the utilities, storm water management, and crushed aggregate base course material.
- B. Payment of individual parcel deferments shall cease and the amount assessed, plus interest, are due, upon transfer of ownership of the parcel against which such assessment is levied.
 - C. Upon the expiration of three (3) years from the date of completion of the phase I public improvements.
 - D. The Developer shall execute a personal guarantee(s) of specific transaction guaranteeing repayment of not less than one-third of the total public improvement costs to the City in each year of the deferral.
7. The full final cost of the public improvements shall be determined at the completion of the project and prorated per parcel. Should the final assessment per lot sum be smaller than the amount actually paid by transferred parcel(s), the overage collected shall be prorated among the parcels not transferred as of the date of completion. Should the final assessment per lot be greater than the amount actually paid by the transferred parcels, such shortage not collected shall be prorated among the parcels not transferred. If all parcels were previously transferred, the shortage not collected shall be payable upon the Personal Guarantee.
 8. The Developer shall waive any and all right or recourse it may have, through State or Federal Court pursuant to Wis. Stats. §66.0703, or otherwise to challenge the assessment agreed to in this agreement, it being the desire of the Developer, to be placed in the same position as if they had been fully and adequately noticed of the procedures pertaining to the assessment for the reconstruction activity.
 9. At least one-third of all platted lots shall be subject to accepted offers to purchase.

City Discretion
To Approve

In determining whether to approve a request for City funding of residential infrastructure improvements in circumstances where the above criteria are satisfied, the City shall not be obligated to approve such request but shall also consider the following factors in analyzing and considering approval of the request:

1. Existing national and regional economic conditions;
2. Current construction market and the likelihood of receiving favorable public construction bids;
3. Whether previously approved City funded infrastructure developments have met the obligations imposed upon the developer, regardless of the identity of the developer;
4. Whether other requests for City funded infrastructure improvements have been approved or are pending for the same construction season as the request under consideration;
5. Whether City engineering staff has sufficient time to prepare necessary engineering and construction plans for the requested infrastructure improvements;
6. Input or recommendations provided by the City financial advisor;
7. Any other factor relevant to the City's decision.

Judy Schmidt-Lehman

From: Keith Garot <keithgarot@new.rr.com>
Sent: Friday, October 5, 2018 8:17 AM
To: Judy Schmidt-Lehman
Subject: Re: Keith Garot

Good morning Judy, I talked to the Basgig partners , the request to the city remains as follows : reduce the total dollar amount by \$200,000 and restructure the release amount as requested, we would refer to the city to decide how the savings would be allocated, hopefully this clears it up , please call me if you need additional information! Thank you for your help!

Sent from my iPhone

On Oct 5, 2018, at 7:53 AM, Judy Schmidt-Lehman <jschmidt-lehman@mail.de-pere.org> wrote:

Oops; 55 single family + 4 duplex lots.....Sorry

Judy

From: Judy Schmidt-Lehman
Sent: Friday, October 5, 2018 7:47 AM
To: 'keithgarot@new.rr.com'; murbasten@gmail.com; MarkGigot@yahoo.com; Kimberly T. Flom; Larry Delo; Eric Rakers (erakers@mail.de-pere.org)
Subject: FW: Keith Garot

Good Morning all. Larry did receive the attached yesterday afternoon. It does include additional detail on the financials (which I have not had chance to review); however I noticed that the items being requested for the City to consider for additional assistance were not revised. It was the city team's understanding from our meeting last week that Basgig would be narrowing the request to two items: for the City to cover the GBMSD charge and for the city to revise the lot "pay out" based on the "first 15 – middle 20 – and final 15" (BTW – this adds up to only 50 lots and there are 54 single family and 4 duplex [59 total] lots subject to the agreement).

I haven' spoken with Larry yet on this, but my thoughts were to include the attached for the F/P meeting and I will mention in the staff memo that the request has been narrowed to the two items noted above.

Thoughts?

Judy

From: Larry Delo
Sent: Thursday, October 4, 2018 2:43 PM
To: Judy Schmidt-Lehman; Eric Rakers
Subject: FW: Keith Garot

From: Kathleen Van Dree (<mailto:kathleen@landmarkneighborhoods.com>)
Sent: Thursday, October 4, 2018 2:13 PM
To: Larry Delo

Cc: Kimberly T. Flom; murbasten@gmail.com; markgogot@yahoo.com
Subject: FW: Keith Garot

From: landmarkkonica@gmail.com [<mailto:landmarkkonica@gmail.com>]
Sent: Thursday, October 04, 2018 2:05 PM
To: kathleen@landmarkneighborhoods.com
Subject: Message from KM_C368

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 7, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution#18-106 Authorizing Amendment to Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (Basgig Investors, LLC).

At their meeting on October 9, the Finance/Personnel Committee recommended (by a vote of 4-0) approval of the Residential Infrastructure Policy changes, effective as of 8/1/18, to apply to the Basgig Investors, LLC Agreement.

ATTACHMENTS:

- Reso18-106 (DOCX)
- Amendment Agreement-Basgig Investors, LLC(Pine Trail Crossing)11-7-18-166-002-09 (DOCX)
- Exhibit 1-Basgig Investors Amendment to Agreement (PDF)
- Pine Trail Request 2 (PDF)
- Mayor-FP-Basgig10-9-18-166-002-09 (PDF)
- Attachment 1 - Basgig Investors, LLC-Special Assessment Agreement (PDF)
- Attachment 2 Residential Infrastructure Policy (PDF)
- Attachment 3 Basgig - Additional Assistance Request 10-18 (PDF)

RESOLUTION #18-106

AUTHORIZING AMENDMENT TO AGREEMENT WAIVING NOTICE AND AGREEING
TO SPECIAL ASSESSMENTS FOR PUBLIC IMPROVEMENTS BETWEEN
THE CITY OF DE PERE AND BASGIG INVESTORS, LLC
(Pine Trail Crossing)

WHEREAS, the City and Basgig Investors, LLC are parties to an Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements dated August 10, 2018, (“the Agreement”) pertaining to a residential development known as Pine Trail Crossing; and

WHEREAS, in order to address current development challenges encountered by the Pine Trail Crossing Development, the parties wish to amend the Agreement to incorporate relevant changes approved by the Common Council to City’s Residential Infrastructure Development Policy, effective August 1, 2018; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee and is recommended for approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Amendment to Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements, as is attached hereto, subject to such changes and revisions deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of November, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

DOCUMENT NO.

**AMENDMENT TO AGREEMENT WAIVING
NOTICE AND AGREEING TO SPECIAL
ASSESSMENTS FOR PUBLIC IMPROVEMENTS**

THIS AMENDMENT TO AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the **City of De Pere**, a Wisconsin municipal corporation (“City”), **Basgig Investors, LLC**, a Wisconsin Limited Liability Company (“Developer”), owning property along Ryan Road in the City of De Pere, **Murray J. Basten** and **Gigot Properties LLC**, principal members of Basgig Investors, LLC.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

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

ED-R27-1 and ED-R27-2

PARCEL IDENTIFICATION NUMBER (PIN)

WHEREAS, pursuant to the 2010 City Residential Infrastructure Development Policy (“Infrastructure Policy”), Developer and City entered into an Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements dated August 10, 2018 (the “Agreement”) pertaining to a residential development in the City known as the Plat of Pine Trail Crossing (“Pine Trail Crossing Development”); and

WHEREAS, Developer requested the City consider various changes to the Infrastructure Policy to address current development challenges encountered in the Pine Trail Crossing Development which Infrastructure Policy did not contemplate;

WHEREAS, the Common Council has adopted several change to the Infrastructure Policy, effective as of August 1, 2018;

WHEREAS, Developer and City wish to amend the Agreement to incorporate relevant Infrastructure Policy changes therein.

Attachment: Amendment Agreement-Basgig Investors, LLC(Pine Trail Crossing)11-7-18-166-002-09 (7582 : Resolution #18-106 Authorizing

NOW, THEREFORE, upon the recitals stated above, the continued and mutual rights and obligations between the parties, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The City has publically bid and awarded the Public Works Contract for the public improvements identified in the Agreement. Exhibit 1, attached hereto and incorporated by reference, sets forth the contract cost allocation for said improvements. Payment for such improvements shall be as provided in the Amendment.

2. Payment of single family and duplex parcel deferments shall cease and the amount assessed, plus any interest, shall be due and payable upon the happening of either of the following, whichever occurs first:

A. Upon transfer of ownership of the parcel against which such assessment is levied. Individual parcels transferred shall have the assessment amount determined by the tiered formula:

- Initial 24 lots (40% of total lots) - \$25,000/lot (31% of construction contract cost)
- Next 20 lots (34% of total lots) - \$29,000/lot (32% of construction contract cost)
- Final 15 lots (26% of lots) - \$40,000/lot (37% of construction contract cost)

B. Upon the expiration of five (5) years from the date of completion of the Phase I public improvements.

3. The full final cost of the public improvements shall be determined at the completion of both Phase I and Phase II of the project ("Final Assessment").

- A. Should the Final Assessment be smaller than the amount actually paid upon transfer of parcel(s), the overage collected shall be determined and distributed pro rata among the parcels not transferred, and the assessments per lot not transferred as of the time of such pro-ration shall have their Final Assessments adjusted to conform to the final assessment. If all parcels were previously transferred, the overage shall be refunded to the property owners based upon the percentage of construction costs paid for each lot under paragraph 2.A.
- B. Should the Final Assessment per lot be greater than the amount actually paid by the transferred parcels, the shortage not collected shall be prorated among the parcels not transferred. If all parcels were previously transferred, the shortage not collected shall be payable upon the Personal Guarantees of Murray J. Basten and Mark S. Gigot.

4. All other terms, conditions, obligations, and waivers contained in the Agreement remain in effect and unchanged by this Amendment.

5. This Amendment shall be recorded in the Office of the Brown County Register of Deeds and the covenants and obligations herein shall run with the land and bind all subsequent owners thereto until released by the City.

Dated in De Pere, Wisconsin, this _____ day of _____, 2018.

SIGNATURES FOLLOW ON NEXT PAGE

Remainder of page intentionally left blank

Amendment to Agreement Waiving Notice and Agreeing to
Special Assessments for Public Improvements
Page 3 of 4

By:

Shana D. Ledvina, Clerk-Treasurer

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

INDIVIDUAL SIGNATURES

Personally came before me this _____ day of _____, 2018, the above-named Murray J. Basten, to me known as the person who executed the foregoing instrument and acknowledged the same.

Drafted by: Judith Schmidt-Lehman

J:\Law\Legal Documents \2018\Amendment Agreement-Basig Investors, LLC (Pine Trail Crossing)11-7-18-166-002-09.docx

By:

Mark S. Gigot, for Gigot Properties LLC

Personally came before me this _____ day of _____, 2018, the above-named Murray J. Basten and Mark S. Gigot, to me known as the person(s) who executed the foregoing instrument and acknowledged the same.

Mark S. Gigot, for Gigot Properties LLC

Personally came before me this _____ day of _____, 2018, the above-named Mark S. Gigot, to me known as the person who executed the foregoing instrument and acknowledged the same.

Notary Public:
My Commission Expires:

**City of De Pere
2018 Pine Trail Crossing
Cost Allocation
November 7, 2018**

Total Project Cost Allocation

Infrastructure	Developer	City	School	School (Deferred)	Private Residence
New Streets (Including Utilities) (No Contingency)	\$ 1,461,400.00	\$ -	\$ -	\$ -	\$ -
Ryan Road Street	\$ -	\$ 474,522.50	\$ -	\$ -	\$ -
Ryan Road Storm Sewer	\$ 64,549.02	\$ 66,510.22	\$ -	\$ -	\$ -
Ryan Road Storm Sewer - Existing Development	\$ -	\$ -	\$ -	\$ -	\$ 2,014.48
Ryan Road New Water Main	\$ 54,461.80	\$ -	\$ -	\$ 14,073.79	\$ 4,841.96
Ryan Road Existing Water Main	\$ 36,750.14	\$ -	\$ -	\$ -	\$ 5,590.15
Ryan Road Sanitary Sewer	\$ 34,236.32	\$ 17,518.21	\$ -	\$ 9,670.49	\$ 3,099.35
GBMSD Interceptor Charge	\$ -	\$ 104,910.74	\$ -	\$ -	
Storm Water Pond	\$ 209,200.87	\$ 2,409.83	\$ 37,297.67	\$ -	\$ -
Lift Station	\$ -	\$ 268,000.00	\$ -	\$ -	\$ -
Total	\$ 1,860,598.15	\$ 933,871.50	\$ 37,297.67	\$ 23,744.28	\$ 15,545.94

Developer Cost Allocation:

Lot Types	Number	Cost Per Lot	Total
Single Family and Duplex Lots:	59	\$31,112	\$1,835,598
Multi Family Lots:	1	\$25,000	\$25,000
Total			\$1,860,598

Notes

(1) Lot 8 is not included in the total number of lots for the Cost per Lot calculation.

TO: Larry Delo
City of De Pere

From: BASGIG Investors, LLC

We are asking for the following items based on the Performa.

1. Developer agrees to pay \$1,765,000 for entire improvements to project.
City to decide reallocating of construction costs.
2. City accepts responsibilities for overages
3. Amend release amounts as follows:
 - First 15 lots = 17,000 payout
 - Final 15 lots = 47,000 payout
 - Middle 20 lots = 32,000 payout

We submit our projected profits from this project demonstrating how narrow and risky this development has become.

The City has tremendous benefits including improvement to Ryan Road and expansion possibilities south of De Pere. As it stands the risk/benefit numbers are lopsided to the detriment of the developer.

Pine Trail Crossing Performa

Costs:	Land Purchase	=	772,000	Muchinski
			<u>60,000</u>	Dorn
			832,000	
			<u>80,000</u>	Vander Kellen
			912,000	
	Survey & Engineering	=	55,000	
	WPS	=	152,500	
	Infrastructure	=	1,964,470	
	5 Yr Carry costs, tax/int.	=	125,000	
	Total Costs	=	3,208,970	
Income:	Multi family		232,000	
	Net proceeds of house		50,000	
	58 lots, net proceeds		2,976,288	
Total Income:		=	3,258,288	
	Income	=	3,258,288	
	Costs	=	3,208,970	
	Pretax Est. Profit	=	49,318	



Pine Trail Crossing
City of De Pere
PRICE LIST

<u>Lot #</u>	<u>Price</u>	<u>Lot #</u>	<u>Price</u>	<u>Lot #</u>	<u>Price</u>	<u>Lot #</u>	<u>Price</u>
1	\$62,900	18	\$64,900	35	\$52,900	52	\$55,900 D
2	\$62,900	19	\$66,900	36	\$62,900	53	\$51,900
3	\$62,900	20	\$66,900	37	\$62,900	54	\$52,500
4	\$62,900	21	Sold	38	\$62,900	55	\$52,500
5	\$62,900	22	\$59,900	39	\$62,900	56	\$52,500
6	\$62,900	23	\$59,900	40	\$52,900	57	\$52,500
7	\$62,900	24	\$59,900	41	\$59,900	58	\$52,500
8	Sold	25	\$59,900	42	\$52,900	59	\$52,500
9	\$62,900	26	\$59,900	43	\$62,900	60	\$54,900
10	\$62,900	27	\$59,900	44	\$62,900		
11	\$62,900	28	\$59,900	45	\$62,900		
12	\$62,900	29	\$59,900	46	\$62,900		
13	\$62,900 <i>Sold</i>	30	\$54,900	47	\$52,900		
14	\$69,900	31	\$54,900	48	\$59,900		
15	\$69,900	32	\$54,900	49	\$59,900		
16	\$64,900	33	\$54,900	50	\$55,900		
17	\$64,900	34	\$54,900	51	\$55,900		

3/21/18

- D = Duplex

American Land Title Association

ALTA Settlement Statement - Borrower/Buyer
Adopted 05-01-2015

File Number: 48804
 Print Date & Time: 6/15/2018 9:32 AM
 Escrow Officer:
 Settlement Location: 107 N Broadway St.,
 Ste 1
 Green Bay, WI 54303

Liberty Title and Abstract, Inc.
 107 N Broadway St., Ste 1
 Green Bay, WI 54303

Property Address: Property Address
 2674 Ryan Road De Pere, Wisconsin 54115
 Buyer: Basgig Investors, LLC
 Seller: Michael L. Mushinski
 Laura J. Mushinski
 Lender: Cash - PO Box 1487, Appleton, WI 54912
 Settlement Date: 6/18/2018
 Disbursement Date: 6/18/2018
 Additional dates per state requirements: 6/18/2018

Description	Borrower/Buyer	
	Debit	Credit
Financial		
Sales Price of Property	\$772,211.00	
Deposit-Liberty Title		\$5,000.00
Loan Amount		
Prorations/Adjustments		
County Taxes 1/1/2018 to 6/18/2018 @\$5,258.80/yr		\$2,420.49
Reimbursement of Legal Fees	\$3,015.00	
Title Charges & Escrow/Settlement Charges		
Title - Lender's Policy Premium - \$640.00 to Liberty Title and Abstract, Inc.	\$640.00	
Government Recording and Transfer Charges		
Recording Fees Deed: \$30.00 Mortgage: \$30.00 to Register of Deeds	\$60.00	
	Debit	Credit
Subtotals	\$775,926.00	\$7,420.49
Due From Borrower/Buyer		\$768,505.51
Totals	\$775,926.00	\$775,926.00

American Land Title Association

ALTA Settlement Statement - Borrower/Buyer
Adopted 05-01-2015

File Number: 49007
 Print Date & Time: 6/14/2018 4:53 PM
 Escrow Officer:
 Settlement Location: 107 N Broadway St.,
 Ste 1
 Green Bay, WI 54303

Liberty Title and Abstract, Inc.
 107 N Broadway St., Ste 1
 Green Bay, WI 54303

Property Address: Property Address
 Ryan Road De Pere, Wisconsin 54115
 Buyer: Basgig Investors, LLC
 Seller: Brian Dorn
 Peggy J. Dorn
 Lender: Cash

Settlement Date: 6/18/2018
 Disbursement Date: 6/18/2018
 Additional dates per state requirements: 6/18/2018

Description	Borrower/Buyer	
	Debit	Credit
Financial		
Sales Price of Property	\$60,000.00	
Deposit-Seller		\$1,000.00
Prorations/Adjustments		
County Taxes 1/1/2018 to 6/18/2018 @\$1,218.70/yr		\$560.94
Government Recording and Transfer Charges		
Recording Fees Deed: \$30.00 Mortgage: to Register of Deeds	\$30.00	
	Debit	Credit
Subtotals	\$60,030.00	\$1,560.94
Due From Borrower/Buyer		\$58,469.06
Totals	\$60,030.00	\$60,030.00

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Liberty Title and Abstract, Inc. to cause the funds to be disbursed in accordance with this statement.

American Land Title Association

ALTA Settlement Statement - Seller

Adopted 05-01-2015

File No.: 2942253

Printed: 09/28/2018, 2:14 PM

Officer/Escrow Officer: Lori Lindsley/LL

Settlement Location:

300 N Broadway, Ste. 3B, Green Bay, WI

54303-2753

First American Title Insurance Company

- Evans Title Division

300 N Broadway, Ste. 3B • Green Bay, WI 54303-2753

Phone: (920)435-5212 Fax: (877)244-1774

Final Settlement Statement



Property Address: Ryan Road, De Pere, WI 54115

Buyer: Tranquil Trails, LLC

Seller: BASGIG Investors, LLC

Lender:

Settlement Date: 10/02/2018

Disbursement Date: 10/02/2018

Description	Seller	
	Debit	Credit
Financial		
Sale Price		250,000.00
Total Deposit/Earnest Money		
Earnest Money Held By: Landmark Real Estate & Development, Inc.	10,000.00	
Prorations/Adjustments		
City/Town Taxes 01/01/18 to 10/02/18 @\$5,212.50/yr	3,912.95	
Title Charges & Escrow / Settlement Charges		
Owner's Policy to First American Title Insurance Company - Evans Title Division	784.00	
Settlement/Closing Fees to First American Title Insurance Company - Evans Title Division	100.00	
Special Assessment Letter (WI) to First American Title Insurance Company - Evans Title Division	45.00	
Commission		
Real Estate Commission to Landmark Real Estate & Development, Inc.	5,000.00	
Government Recording and Transfer Charges		
Release to Brown County Register of Deeds	60.00	
State Transfer Tax to Register of Deeds	750.00	
Payoff(s) and Payment(s)		
Nicolet National Bank		
Payoff loan #70080805 to Nicolet National Bank	100,000.00	
Community First Credit Union		
Payoff to Community First Credit Union	50,000.00	
Recording Fee to Community First Credit Union	35.00	
loan fee to Community First Credit Union	50.00	
wire fee to Community First Credit Union	10.00	
City of De Pere		
Payment to City of De Pere	25,000.00	

American Land Title Association

ALTA Settlement Statement - Seller
Adopted 05-01-2015

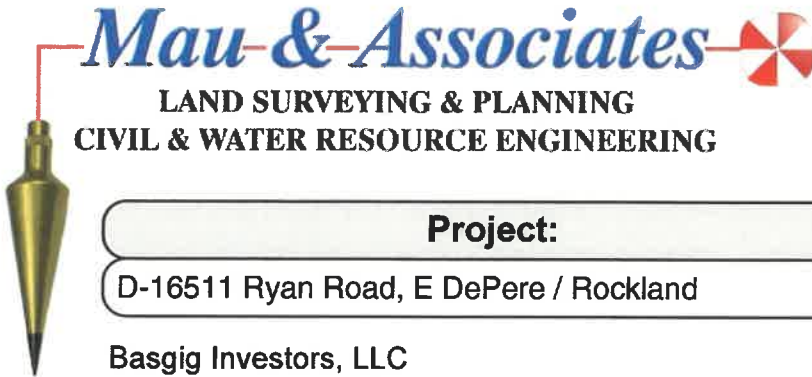
File Number: 49827
 Print Date & Time: 10/3/2018 2:32 PM
 Escrow Officer:
 Settlement Location: 107 N Broadway St.,
 Ste 1
 Green Bay, WI 54303

Liberty Title and Abstract, Inc.
 107 N Broadway St., Ste 1
 Green Bay, WI 54303

Property Address: Property Address
 Pine Trail Crossing Avenue De Pere, Wisconsin 54115
 Buyer: Dan Gatz Construction, LLC
 Seller: Basgig Investments, LLC
 Lender: Cash

Settlement Date: 10/04/2018
 Disbursement Date: 10/04/2018
 Additional dates per state requirements: 10/04/2018

Description	Seller	
	Debit	Credit
Financial		
Sales Price of Property		\$57,800.00
Release Fee to Community First Credit Union	\$85.00	
Title Charges & Escrow/Settlement Charges		
Title - Owner's Policy \$57,800.00 Premium - \$150.00 to Liberty Title and Abstract, Inc.	\$150.00	
1/2 Master Title Policy to Liberty Title and Abstract, Inc.	\$1,840.00	
Processing Fee to Liberty Title and Abstract, Inc.	\$200.00	
Title - Endorsement Fee to Liberty Title and Abstract, Inc.	\$125.00	
Government Recording and Transfer Charges		
Recording Fee for Release to Register of Deeds	\$30.00	
Tax Stamp for State Deed to Register of Deeds	\$173.40	
Payoff(s)		
Payoff of First Mortgage Loan to Nicolet National Bank Principal Balance \$5,000.00	\$5,000.00	
Payoff of Second Mortgage Loan to Community First Credit Union Principal Balance \$17,460.00	\$17,460.00	
Miscellaneous		
Special Assessment to City of De Pere	\$32,873.00	
	Debit	Credit
Subtotals	\$57,936.40	\$57,800.00
Due From Seller		\$136.40
Totals	\$57,936.40	\$57,936.40



Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING

Project:

D-16511 Ryan Road, E DePere / Rockland

Basgig Investors, LLC
 3619 Woods Edge Way
 De Pere WI 54115-4405

Invoice

Date:

4/3/2018

Invoice #

24998

Terms:

Net 30

Project Manager:

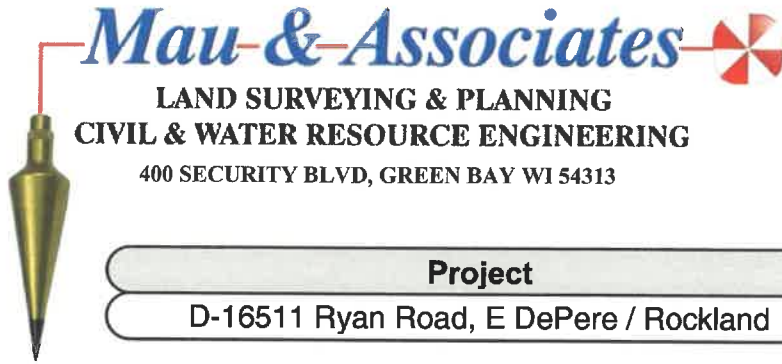
SMB

Purchase Order No.

Item:	Description:
SURVEYING	SURVEYING SERVICES: Preliminary Platting Charges for: "Pine Trail Crossing" > Drawing No. P-2361 61 Lots and 1 Outlot = 62 Lots Total @ \$300 per Lot. [The Final Plat charges will be invoiced upon completion of plat. Rate will be \$300.00 per lot.] Total of Surveying Services..... \$18,600.00 FEES: None - Fees paid by client ~ THANK YOU ~
<i>Life is something like a trumpet. If you don't put anything in you don't get anything out. ~W.C. Handy</i>	
Total Due This Invoice: \$18,600.00	

400 Security Boulevard - Green Bay, Wisconsin 54313 - (920) 434-9670 - Fax (920) 434-9672

*** To help serve you better, we accept Mastercard, Visa and Discover as an option for payment. ***



Basgig Investors, LLC
 3619 Woods Edge Way
 De Pere WI 54115-4405

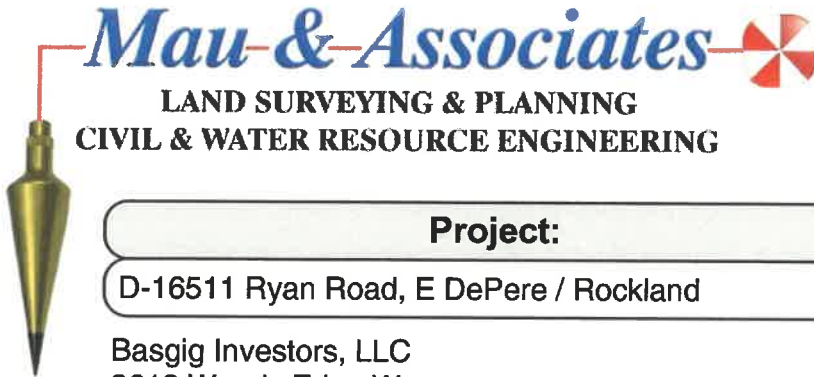
Project
 D-16511 Ryan Road, E DePere / Rockland

Invoice

Date:	Invoice #
4/3/2018	24999
Terms:	
Net 30	
Project Manager	
SMB	

Item	Description	Hrs/Qty	Rate	Serviced	Amount
	SURVEYING SERVICES:				
1 Person GPS/Robot	Located wetlands.	3.5	110.00	10/9/2017	385.00
2 Person Crew (Con...	Located property boundary.	2.25	110.00	10/10/2017	247.50
2 Person GPS/Robot	Started collecting topography of site.	5	150.00	10/12/2017	750.00
1 Person GPS/Robot	Collected topography of south field and woods area.	2.5	110.00	10/13/2017	275.00
2 Person GPS/Robot	Collected topography on the south 1/2 of property including wetland ditch.	4	150.00	10/17/2017	600.00
2 Person GPS/Robot	Collected topography of field.	3.5	150.00	10/18/2017	525.00
2 Person GPS/Robot	Collected topography of field.	5	150.00	10/19/2017	750.00
2 Person GPS/Robot	Collected topography along rail way area.	7	150.00	10/23/2017	1,050.00
Computations	Computations	2.5	62.00	11/8/2017	155.00
2 Person GPS/Robot	Collected additional topograhly.	3.5	150.00	11/21/2017	525.00
1 Person GPS/Robot	Located benchmark; Set benchmarks; Located culverts and measured culverts.	4	110.00	1/26/2018	440.00
Site Survey	Drafted Site Survey. > Drawing No. S-2919 ...Serviced 11/08/17 - 02/02/18	20.5	62.00		1,271.00
Checking Drawings	Checked Site Survey.	3	80.00	2/2/2018	240.00
	** For Professional Services through 04/01/2018 **				
THINK BIG! DREAM BIG!		Amount Due This Invoice		\$7,213.50	

400 Security Boulevard - Green Bay, Wisconsin 54313 - (920) 434-9670 - Fax (920) 434-9672



**LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING**

Project:

D-16511 Ryan Road, E DePere / Rockland

Basgig Investors, LLC
3619 Woods Edge Way
De Pere WI 54115-4405

Invoice

Date:

9/13/2018

Invoice #

25511

Terms:

Net 30

Project Manager:

SMB

Purchase Order No.

Item:	Description:
SURVEYING Platting	SURVEYING SERVICES: Final Platting Charges for: "Pine Trail Crossing" > Drawing No. P-2372 61 Lots and 1 Outlot = 62 Lots Total @ \$300 per Lot. Total of Surveying Services..... \$18,600.00 FEES: City of De Pere Final Plat Review Fee [\$195] State of WI Final Plat Review Fee [\$2,105] City of De Pere Application for Easement Release Fee [\$368] City of De Pere Application for Easement Release Fee [\$368] Partial Release of Easment Recording Fees: >Brown County Register of Deeds Recording Fee (Time Warner) [\$30] >Brown County Register of Deeds Recording Fee (WPS) [\$30] >Brown County Register of Deeds Recording Fee (AT&T) [\$30] State of WI Revised Plat -due to Easments [\$120] Total of Fees..... \$3,246.00 ~ THANK YOU ~
DePere Final Plat State Final Plat Review Depere Easement Release Depere Easement Release Br Cty ROD Recording Br Cty ROD Recording Br Cty ROD Recording State Revise Plat	
<i>Be not afraid of growing slowly; be afraid only of standing still. ~ Chinese Proverb</i>	
Total Due This Invoice: \$21,846.00	

400 Security Boulevard - Green Bay, Wisconsin 54313 - (920) 434-9670 - Fax (920) 434-9672

AGREEMENT

AGREEMENT made this _____ day of _____, 2018, by and between Robert J. Vander Kelen (RJV) and BASGIG INVESTORS, LLC, a Wisconsin Limited Liability Company (Developer), WITNESSETH:

WHEREAS: RJV is the owner of the property described in Tax Parcel No. ED-R47 (the "Dominant Parcel"), the Dominant Parcel having the benefit of a 70 foot wide ingress-egress and utility easement as recorded in Jacket 23029, Image 25, Document Number 1398509, and Jacket 23247, Image 24, Document Number 1404018, Brown County, Wisconsin, Records (the "Subject Easement"), said Easement traverses property previously owned by Michael L. and Laura J. Mushinski, Tax Parcel No. ED-R27-2 (the "Mushinski Property"), and

WHEREAS, Developer desires to develop a portion of the Mushinski Property, to-wit: Plat of Pine Trail Crossing, a copy of the preliminary plat being attached hereto and made a part hereof, marked Exhibit A, and

WHEREAS, to facilitate the aforesaid development, the Subject Easement must be cancelled and terminated and RJV is willing to so cancel and terminate provided Developer fully and completely complies with certain conditions precedent,

NOW, THEREFORE, for good and valuable consideration, each party to the other, the parties covenant and agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as if set forth at length.
2. Termination/Cancellation. Provided Developer fully and completely complies with each of the conditions stated in paragraphs 3 and 4, below, RJV will execute and deliver to Developer a "Termination of Easement" whereby the Subject Easement is cancelled and terminated.
3. Conditions Precedent to Termination/Cancellation. RJV shall be under no obligation, in law or in equity, to execute and deliver the Termination of Easement unless and until each of the following conditions precedent have been performed by Developer (unless otherwise stated) to RJV's satisfaction:
 - (a) Developer shall convey to RJV, for the benefit of the Dominant Parcel, an easement on, over, and under Lot 8 for all types of vehicular, utility, and pedestrian ingress/egress/access.

- (1) Upon execution of this Agreement, RJV shall be paid the non-refundable sum of \$4,000.00 the same to be paid by check payable to "Gary A. Wickert, Trust Account."
4. Cost/Expenses. All costs and expenses associated with the items referred to in paragraph 3, above, shall be the responsibility of and paid for by Developer.
5. Assignment. Neither party may assign this Agreement, nor the rights and responsibilities thereunder, without the prior written consent of the other.
6. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth in the opening paragraph hereof.

DEVELOPER:

BASGIG INVESTORS, LLC

Robert J. Vander Kelen

By: _____
Murray J. Basten, Authorized Member

By: _____
Mark S. Gigot, Authorized Member

CITY OF DE PERE

MEMO

To: Mayor Michael J. Walsh, Chair
 Members of the Finance/Personnel Committee
 Larry Delo, City Administrator

From: Judith Schmidt-Lehman, City Attorney *Judy*

RE: Request to Revise Public Improvement Agreement (Pine Trail Subdivision)

Date: October 9, 2018 (meeting date)

The Common Council approved an Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements ("Public Improvement Agreement" or "Agreement") on August 7, 2018. (See attachment 1.) In this Agreement, the Council authorized several slight deviations from the Residential Infrastructure Policy adopted by the Council in 2010 to assist Developers in the infrastructure costs associated with residential subdivision. (See attachment 2.) Specifically, the Agreement does not include the 33% pre-sold requirement; the interest rate is revised to the City's bonding interest rate and reflects a five (5) year pay-off rather than three (3) year.

The Developers have requested additional assistance from the City. (See attachment 3.) Staff has discussed the request with the Developers. If the Committee (and Council) wish to consider additional financial assistance, doing so must have a "public purpose" and providing it must be applied to all who request and qualify for it in an objective manner.

For an expenditure of public funds to constitute a public purpose, the subject matter of the expenditure must be one of public necessity, convenience or welfare.¹ Here, the expenditure will be the furtherance of additional residential development in the City, which the Council has determined is beneficial to the City as a whole and is much needed, and therefore meets the "public purpose" test.

The assistance provided must also be objectively applied to all who qualify and request the assistance and not arbitrarily provided. If the Committee (and Council) wish to consider providing additional assistance to this (and other qualifying) Developers, tying the additional assistance to a specific component of the costs associated with infrastructure, rather than a specific dollar figure, will ensure that all similar requests are treated objectively and even-handedly. With this development (and others into the foreseeable future), the City is charged by GBMSD for additional capacity in the GBMSD interceptors to transport wastewater. With the advent of GBMSD's purchase of the city's wastewater treatment plant and interceptors, we are now seeing this separate charge. A survey of our neighboring communities (Ashwaubenon/Howard/Ledgeview) reveals that none of those municipalities assess the interceptor capacity charge to the Developer.

Staff would recommend that the Committee (and Council) adopt a policy/amend the Residential Infrastructure Policy, retroactive to encompass this Agreement, to not assess that capacity charge for new residential development. For this development, that capacity charge is \$103,898.93.

¹ *Hopper v. City of Madison*, 79 Wis. 2d 120, 129-130, 256 N.W.2d 139 (1977).

Staff is also supportive of the concept of potentially staggering “lot assessment pay-offs” to structure the pay-offs to allow for additional funds to go to the Developer early in the development when expenses are highest. Staff would support a revision to the Residential Infrastructure Policy to allow for a structured payment provided the tiers are created pursuant to objective criteria or a formula that can be uniformly used for this and subsequent developments. Staff has not had the opportunity to discuss with this Developer the method by which the “pay-off tiers” were determined. If the Committee is supportive of trying to develop a structured “pay-off tier” system and revising the Residential Infrastructure Policy accordingly, we can work with the Developer on revisions to the Agreement to accommodate that change as well.

If you have any questions regarding this matter ahead of the Finance/Personnel meeting, feel free to contact Development Services Director Kim Flom at 339-2370 or the undersigned at 339-4042.

JSL

cc: Alderpersons Boyd, Hansen, Raasch, and Carpenter

J:\Law\Memos\2018\Mayor-FP-Basgig10-9-18-166-002-09.docx

DOCUMENT NO.

**AGREEMENT WAIVING NOTICE AND
AGREEING TO SPECIAL ASSESSMENTS
FOR PUBLIC IMPROVEMENTS**

THIS AGREEMENT, made and entered into this 10th day of August, 2018, by and between the **City of De Pere**, a Wisconsin municipal corporation ("City"), **Basgig Investors, LLC**, a Wisconsin Limited Liability Company ("Developer"), owning property along Ryan Road in the City of De Pere, **Murray J. Basten** and **Gigot Properties LLC**, principal members of Basgig Investors, LLC.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

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

ED-R27-1 and ED-R27-2

PARCEL IDENTIFICATION NUMBER (PIN)

WHEREAS, Developer has subdivided property it owns in the City of De Pere known as the Plat of Pine Trail Crossing for residential purposes; and

WHEREAS, Developer wishes to have City construct public improvements consisting of public street, water, sanitary sewer, storm sewer, curb and gutter and incidental or accessory improvements where necessary, to serve such property legally described as:

Lots 1 through 7 and 9 through 61, Plat of Pine Trail Crossing, City of De Pere, East side of Fox River, Brown County, Wisconsin,
and shown on the attached Exhibit A, incorporated herein.

WHEREAS, pursuant to §13-7 De Pere Municipal Code, Developer has requested that the City construct such improvements and specially assess the benefiting parcels for the costs thereof; and

WHEREAS, under §13-7 De Pere Municipal Code, the Common Council has the discretion to authorize construction of public improvements to be paid for by special assessment or other means when the property owner does not file a letter of credit for

payment of such improvements and the Common Council determines it to be in the public interest to construct such improvements; and

WHEREAS, due to economic conditions and an unwillingness in lending institutions to advance letters of credit for private development, Developer is unable to obtain appropriate financing to enable it to file a letter of credit for the aforementioned public improvements; and

WHEREAS, the economic climate and shortage of available residential housing stock has fostered a market for those who seek to purchase mid-priced homes, providing the opportunity for residential development within the city; and

WHEREAS, the Developer and City believe that it is in their mutual best interests and in the public interests of the City of De Pere to approve such public improvement construction along the terms and conditions provided herein.

NOW, THEREFORE, the parties hereto, based upon the recitals stated above and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Developer has recorded an approved plat subdividing the aforementioned property into sixty-one (61) lots (56 single family lots, 4 duplex lots and 1 multi-family lot) and one outlot (Exhibit A), and shall provide a recorded copy thereof to City.
2. Developer shall grant City an easement for the lift station required for the sanitary sewer improvements installed pursuant to this Agreement.
3. This Agreement pertains to Lots 1 through 7 and 9 through 61 of Exhibit A, together with the public improvements serving them. This Agreement does not include Lot 8 of Exhibit A.

Agreement Waiving Notice and Agreeing to
Special Assessments for Public Improvements
Page 2 of 7

4. After receipt of the recorded plat, City's Engineering Department shall, pursuant to the public bid requirements of Wis. Stats. §62.15, obtain competitive bids for the construction of the public improvements provided for in this Agreement. The plans and specifications for such improvements shall be provided by City to Developer for comment prior to commencing the competitive bid process.

5. Developer, on its own and on behalf of any and all successors and assigns, requests the installation of the public improvements specifically provided for in this Agreement.

6. Developer, on its own behalf and on behalf of any and all successors and assigns, freely and voluntarily waives any right it may have under state or local laws to notice of such street, sanitary sewer, water, stormwater and curb and gutter improvement construction affecting the property legally described in this Agreement, such property hereinafter be referred to as "the benefited properties."

7. Payment for the requested public improvements shall be made as provided in this Agreement. It is understood and agreed that, as of the date of the signing of this Agreement, the estimated cost of Phases I and II of the public improvements is Two Million Eighty-Six Thousand, Two Hundred Four and no/100 Dollars (\$2,086,204.00), as more specifically set forth in Exhibit B (Project 18-14 New Subdivision – Pine Trail Crossing) and Exhibit C (Project 18-14 New Subdivision – Pond Costs) attached and incorporated by reference. The parties understand and acknowledge that the actual total cost of the improvements may be more or less than such estimate and that this Agreement allows for the assessment of the actual total costs of the construction project, including engineering, legal and administrative fees, upon the properties defined herein.

8. Payment of the parcel assessments shall be deferred up to five (5) years from the completion of Phase I of the public improvements, together with interest at the rate of 1.87% (the rate at which the city last issued municipal bonds) on the unpaid assessment balance at the time the deferral period ends as provided below. Interest shall commence accruing at such time the Phase I improvements are complete as identified on the Notice of Phase I Completion sent by City to Developer. Phase I improvements include city utilities, stormwater management, street excavation, crushed aggregate base course material, concrete curb and gutter, asphaltic concrete pavement (binder) and trail construction. Phase II improvements consist of asphaltic concrete pavement (surface).

9. Deferment of payment of the assessment on the multi-family parcel (Lot 61 on Exhibit A) shall cease upon Developer's transfer of ownership of said parcel. The amount assessed for this lot shall be Twenty-five Thousand and no/100 dollars (\$25,000.00), plus any accrued interest at the rate of 1.87%, which shall be due and payable as of the date of ownership transfer.

10. Payment of single family and duplex parcel deferments shall cease and the amount assessed, plus any interest, shall be due and payable upon the happening of either of the following, whichever occurs first:

- A. Upon transfer of ownership of the parcel against which such assessment is levied. Individual parcels transferred prior to the construction contract for the public improvements is awarded by City and prior to a final determination of the total assessment costs, shall have the assessment amount determined by the following formula:

$$\left(\frac{\text{Project Estimate (Exhibits B and C)}}{59} \right) \times (1 + \text{Interest})$$

Agreement Waiving Notice and Agreeing to
Special Assessments for Public Improvements
Page 4 of 7

- B. Upon transfer of ownership of the parcel against which such assessment is levied. Individual parcels transferred after the construction contract for the public improvements is awarded by City and prior to a final determination of the total assessment costs, shall have the assessment amount determined based upon the construction costs of the awarded contract, (which shall be appended to this Agreement as Exhibits B-2 and C-2 when available) by the following formula:

$$\left(\frac{\text{Project Estimate (Exhibits B-2 and C-2)}}{(59 - \# \text{ of lots sold})} \right) \times (1 + \text{Interest})$$

- C. Upon the expiration of five (5) years from the date of completion of the Phase I public improvements.

11. Murray J. Basten and Mark S. Gigot shall execute Personal Guarantees of Specific Transaction guaranteeing repayment of total public improvement costs to the City. Such Guarantees are attached hereto collectively as Exhibit D.

12. The full final cost of the public improvements shall be determined at the completion of both Phase I and Phase II of the project ("Final Assessment") and prorated per parcel. Should the Final Assessment per parcel be smaller than the amount actually paid upon transfer of parcel(s), the overage collected shall be determined and distributed pro rata among the parcels not transferred, and the assessments per lot not transferred as of the time of such pro-ration shall have their Final Assessments adjusted to conform to the final assessment pro-ration less such credit. Should the Final Assessment per lot be greater than the amount actually paid by the transferred parcels, the shortage not collected shall be prorated among the parcels not transferred. If all parcels were previously transferred, the shortage not collected shall be payable upon the Personal Guarantee of Murray J. Basten and Mark S. Gigot.

Agreement Waiving Notice and Agreeing to
Special Assessments for Public Improvements
Page 5 of 7

13. The method of determining the assessment rate is reasonable.
14. The subject property will receive special benefit as a result of public improvements constructed under this Agreement.
15. Developer waives any and all right or recourse it may have, through State or Federal Court pursuant to Wis. Stats. §66.0703, or otherwise to challenge the assessment agreed to in this Agreement, it being the desire of Developer, to be placed in the same position as if they had been fully and adequately noticed of the procedures pertaining to the assessment for the reconstruction activity.
16. The City shall act in reliance upon the representations of Developer in this agreement and shall commence, as soon as it is reasonably possible, the improvements contemplated by this agreement.
17. This Agreement shall be recorded in the Office of the Brown County Register of Deeds and the covenants and obligations herein shall run with the land and bind all subsequent owners thereto until released by the City.

(Remainder of page intentionally left blank)

Dated in De Pere, Wisconsin, this 10th day of August, 2018.

CITY OF DE PERE

By:

Michael J. Walsh
Michael J. Walsh, Mayor

Shana D. Ledvina
Shana D. Ledvina, Clerk-Treasurer

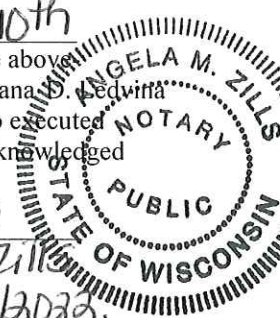
STATE OF WISCONSIN)

)SS.

BROWN COUNTY)

Personally came before me this 10th day of August, 2018, the above named Michael J. Walsh and Shana D. Ledvina to me known as the persons who executed the foregoing instrument and acknowledged the same.

Angela M. Zills
Notary Public: Angela M. Zills
My Commission Expires: 4/15/2022



BASGIG INVESTORS, LLC

By:

Murray J. Basten
Murray J. Basten, Member

Mark S. Gigot
Mark S. Gigot, for Gigot Properties LLC

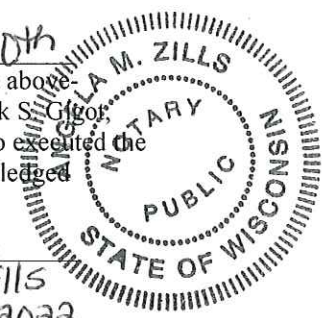
STATE OF WISCONSIN)

)SS.

BROWN COUNTY)

Personally came before me this 30th day of July, 2018, the above named Murray J. Basten and Mark S. Gigot, to me known as the person(s) who executed the foregoing instrument and acknowledged the same.

Angela M. Zills
Notary Public: Angela M. Zills
My Commission Expires: 4/15/2022



INDIVIDUAL SIGNATURES

Murray J. Basten
Murray J. Basten, Individual

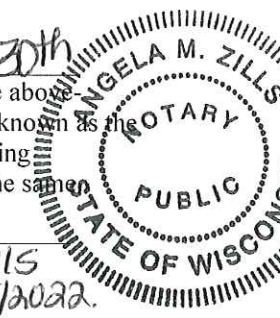
STATE OF WISCONSIN)

)SS.

BROWN COUNTY)

Personally came before me this 30th day of July, 2018, the above named Murray J. Basten, to me known as the person who executed the foregoing instrument and acknowledged the same.

Angela M. Zills
Notary Public: Angela M. Zills
My Commission Expires: 4/15/2022



Mark S. Gigot
Mark S. Gigot, for Gigot Properties LLC

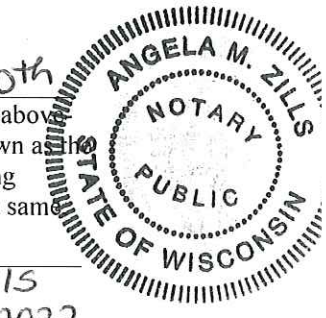
STATE OF WISCONSIN)

)SS.

BROWN COUNTY)

Personally came before me this 30th day of July, 2018, the above named Mark S. Gigot, to me known as the person who executed the foregoing instrument and acknowledged the same.

Angela M. Zills
Notary Public: Angela M. Zills
My Commission Expires: 4/15/2022



Drafted by: Judith Schmidt-Lehman

J:\Law\Legal Documents \2018\Special Assessment Agreement-Basig Investors, LLC (Pine Trail Crossing)FINAL6-21-18-166-002-09.docx

Agreement Waiving Notice and Agreeing to
Special Assessments for Public Improvements
Page 7 of 7

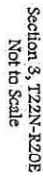
24 MAR 81

All of Lot 1, Volume 58, Certified Survey Maps, Page 138, Map No. 8308, Doc. No. 2624629, Brown County Records, and part of the Southwest 1/4 of the Northwest 1/4 in Section 3, T22N-R20E, in the City of De Pere, Brown County, Wisconsin



- Steven M. Bieda
 PLS-2276
 GREEN BAY,
 WI
- WISCONSIN
 LAO SUPERVISOR
- Steven M. Bieda
 PLS-2276
 June 11, 2016
 Expires June 23, 2018
 Renewed August 20, 2018

Location Sketch



There are no objections to this bill with respect to
 2,26,15, 226,16, 226,20 and 226,21 (1) and (2), W/s.
 Same as provided by R. 226,12, W/s. State.
 Certified September 4th 2018
 Kenneth D. Davis
 Department of Administration



Final Plat

File: D-16811\Final Plot 0271 Etlug Data File: D-16811.txt Fieldwork Completed: 01/25/2018

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

PROJECT NO.
D-16511
SHEET NO.
1 of 3
DRAWING NO.
P-2372

24 MAY 82

Project 18-14 New Subdivision - Pine Trail Crossing
City of De Pere
July 25, 2018

Item #	Description	Unit	Total Quantities (Rounded)	Unit Price	Total (Rounded)
SANITARY SEWER					\$300,950.00
SS-01	Provide 8-Inch Sanitary Sewer	LF	2800	\$65.00	\$182,000.00
SS-02	Provide 4-Inch Sanitary Lateral	LF	1700	\$48.00	\$81,600.00
SS-03	Provide 8"x4" Wye	EA	54	\$75.00	\$4,050.00
SS-04	Provide 4-Foot Diameter Sanitary Manhole	VF	120	\$240.00	\$28,800.00
SS-05	Provide 4-Foot Outside Drop Sanitary Manhole	VF	15	\$300.00	\$4,500.00
STORM SEWER					\$352,770.00
ST-01	Provide 36-Inch RCP Storm Sewer	LF	60	\$90.00	\$5,400.00
ST-02	Provide 24-Inch RCP Storm Sewer	LF	340	\$75.00	\$25,500.00
ST-03	Provide 21-Inch RCP Storm Sewer	LF	50	\$65.00	\$3,250.00
ST-04	Provide 18-Inch RCP Storm Sewer	LF	600	\$57.00	\$34,200.00
ST-05	Provide 15-Inch PVC or RCP Storm Sewer	LF	180	\$50.00	\$9,000.00
ST-06	Provide 12-Inch PVC or RCP Storm Sewer	LF	2250	\$40.00	\$90,000.00
ST-07	Provide 8-Inch PVC Storm Sewer	LF	650	\$35.00	\$22,750.00
ST-08	Provide 6-Inch Storm Sewer Lateral	LF	2500	\$30.00	\$75,000.00
ST-09	Provide 24"x6" Storm Sewer Branch or Inserta Tee	EA	2	\$300.00	\$600.00
ST-10	Provide 18"x6" Storm Sewer Branch or Inserta Tee	EA	4	\$225.00	\$900.00
ST-11	Provide 12"x6" Storm Sewer Branch or Inserta Tee	EA	12	\$165.00	\$1,980.00
ST-12	Provide 8"x6" Storm Sewer Branch or Inserta Tee	EA	11	\$90.00	\$990.00
ST-13	Provide 5-Foot Diameter Storm Manhole	VF	20	\$500.00	\$10,000.00
ST-14	Provide 4-Foot Diameter Storm Manhole	VF	85	\$400.00	\$34,000.00
ST-15	Provide 3-Foot Diameter Yard Drain	EA	7	\$1,200.00	\$8,400.00
ST-16	Provide Type B Inlet	EA	18	\$1,600.00	\$28,800.00
ST-17	Provide 36-inch Endwall	EA	4	\$500.00	\$2,000.00
WATER MAIN					\$188,810.00
W-01	Provide 8-Inch PVC Water Main (Granular Backfill)	LF	200	\$40.00	\$8,000.00
W-02	Provide 8-Inch PVC Water Main (Natural Backfill)	LF	2900	\$30.00	\$87,000.00
W-03	Provide 6-Inch PVC Water Main (Hydrant Lead)	LF	25	\$36.00	\$900.00
W-04	Provide 8-Inch Gate Valve	EA	8	\$1,650.00	\$13,200.00
W-05	Provide 1-Inch HDPE Water Service	LF	1510	\$27.00	\$40,770.00
W-06	Provide 1-Inch Corporation and Curb Stop	EA	54	\$360.00	\$19,440.00
W-07	Provide Hydrant (6.5' Bury)	EA	5	\$3,600.00	\$18,000.00
W-08	Provide Connection to Existing Water Main	EA	1	\$1,500.00	\$1,500.00
STREET AND DRAINAGE					\$328,340.00
SD-01	Unclassified Excavation	CY	4330	\$8.00	\$34,640.00
SD-02	Ditch Grading Side and Back lot Line	SY	4600	\$2.00	\$9,200.00
SD-03	Provide 1 1/4" Crushed Aggregate Base Course	TON	6250	\$13.50	\$84,375.00
SD-04	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, Lower Layer	TON	1150	\$60.00	\$69,000.00
SD-05	Provide 24-Inch Concrete Curb and Gutter (Slip Form)	LF	4750	\$13.00	\$61,750.00
SD-06	Provide #4 Reinforcement Bars for Curb	LF	2160	\$1.25	\$2,700.00
SD-07	Provide Landscaping - Topsoil, Seed, Fertilizer and Mulch - No. 40 Seed Mix	SY	19050	\$3.50	\$66,675.00
SPECIAL CONSTRUCTION					\$57,948.00
SC-01	Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00
SC-02	Provide Silt Fence	LF	3600	\$1.75	\$6,300.00
SC-03	Inlet Protection Type B	EA	18	\$51.00	\$918.00
SC-04	Tracking Pad	EA	1	\$900.00	\$900.00
SC-05	Provide Pipe Foundation Stabilization	CY	100	\$10.00	\$1,000.00
SC-06	Provide Conduit Rigid Nonmetallic Schedule 40, 2-Inch		2950	\$6.00	\$17,700.00
SC-07	Provide Electrical Wire Lighting 4AWG		2950	\$1.40	\$4,130.00
SC-08	Provide Light Base, Transformer, Pole		6	\$1,500.00	\$9,000.00
SC-09	Provide Pull Box 24x12-Inch		5	\$600.00	\$3,000.00
SC-10	Provide Lighting Control Panel		1	\$5,000.00	\$5,000.00

Probable Construction Cost Subtotal (Rounded) \$1,228,900.00
Contingency (Rounded) \$0.00

20% Engineering and Administration (Rounded) \$245,800.00

Probable Construction Cost Total (Rounded) \$1,475,000.00

Probable Construction Cost Surface Course (Rounded - Inflated 3 Years) \$57,000.00
Contingency (Rounded) \$0.00

20% Engineering and Administration (Rounded) \$11,400.00

Probable Construction Cost Surface Course Total (Rounded) \$69,000.00

Notes

- Lighting quantities not updated
- Estimate is based off of the layout provided in the preliminary plat. No accommodations made for the swale traveling through the
- Estimate is based off the assumption that the subdivision will drain to the Altmeyer pond and that a new pond will not need to be
- All properties with a proposed yard drain along their side or rear lot lines are not estimated to need a storm sewer branch.
- Estimate does not take into consideration potential water main offsets.

City of De Pere
Project 18-14 - New Subdivision
Pond Cost - Subdivision Only
May 2, 2018

Item #	Bid Item	Unit	Bid Amount	Unit Price	Total
STORM SEWER					
ST-##	Provide 30" RCP Class III, or PP Storm Sewer (Granular)	LF	35	\$80.00	\$2,800.00
ST-##	Provide 30" RCP Class III, or PP Storm Sewer (Natural)	LF	990	\$40.00	\$39,600.00
ST-##	Provide 5' Diameter Manhole	VF	12	\$500.00	\$6,000.00
ST-##	Provide Pond Outlet Structure	EA	1	\$4,700.00	\$4,700.00
ST-##	Provide Endwall	EA	1	\$500.00	\$500.00
STREET AND DRAINAGE					
SD-##	Provide Clearing and Grubbing	LS	1	\$1,000.00	\$1,000.00
SD-##	Unclassified Excavation (Pond Site)	CY	6100	\$5.00	\$30,500.00
SD-##	Landscaping – Topsoil, Seed, Fertilizer and Mulch - Field	SY	4500	\$3.50	\$15,750.00
SD-##	Landscaping – Topsoil, Seed, Fertilizer and Mulch - Pond	SY	2800	\$7.00	\$19,600.00
SPECIAL CONSTRUCTION					
SC-##	Provide Silt Fence	LF	500	\$3.00	\$1,500.00
SC-##	Install, Maintain and Remove Rock Filled Erosion Control Bags	EA	50	\$10.00	\$500.00
SC-##	Inlet Protection Type B	EA	2	\$51.00	\$102.00
SC-##	Tracking Pad	EA	1	\$900.00	\$900.00
SC-##	Erosion Mat Urban Class 1, Type B	SY	3200	\$2.00	\$6,400.00
SC-##	Provide Heavy Rip Rap w/Geotextile Fabric, Type HR	SY	100	\$50.00	\$5,000.00
SC-##	Install Temporary Safety Fence	LF	500	\$2.50	\$1,250.00

Probable Construction Cost	\$136,102.00
Contingency	\$6,800.00
Engineering	\$27,200.00
Project Project Cost	\$170,102.00

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

1. GUARANTEE. For value received, and to induce the City of De Pere (City) to extend credit to Basgig Investors, LLC, a Wisconsin Limited Liability Company, (Developer) for the installation of public improvements benefiting property owned by Developer, Murray J. Basten (hereinafter "the undersigned") guarantees payment of and promises to pay or cause to be paid to City, when due and as described herein, or to the extent not prohibited by law, at the time Developer becomes a subject of bankruptcy or other insolvency proceedings, the total construction costs incurred by City in constructing the public improvements.

Such public improvements are estimated to cost Two Million Eighty-Six Thousand, Two Hundred Four and no/100 dollars (\$2,086,204.00), for which the undersigned agrees to repay, plus interest charges and fees as provided for in the Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (the Agreement), the terms of which are incorporated herein by reference, and any extensions, renewals, and deferrals thereof, and also including the amount of any payments made to City on behalf of Developer which are recovered from City by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Developers.

2. TIMING OF REPAYMENT. Repayment as guaranteed herein, shall be made as follows:

Personal Guarantee of Specific Transaction - Basten
Page 2 of 3

- A. The full costs of the public improvements plus interest (1.87%) shall be calculated at the completion of Phase I and Phase II of the project ("Final Completion".) However, assessments shall initially be levied per parcel based upon the construction estimate of \$2,086,204.00 for parcels transferred prior to Final Completion. Should the assessment levied upon the estimate be less than the prorated amount attributable to the parcel(s) transferred, such difference shall be shared among the parcels not transferred as of the date of Final Completion. Should the assessment levied upon the parcels transferred be more than the front foot amount attributable to the parcel(s) transferred, such credit shall be among the parcels not transferred as of the date of Final Completion.
- B. Payment of the full amount attributable to any parcel not already transferred shall be due and payable thirty (30) days after the expiration of the five (5) year deferral for such assessments as provided in paragraph 6 of the Agreement.

3. REPRESENTATIONS. The undersigned acknowledges and agrees that City has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Developer. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently, and without reliance on City, continue to make such determinations.

Personal Guarantee of Specific Transaction - Basten

Page 3 of 3

4. PERSONS BOUND. This guarantee benefits the City, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assigns.

Dated in De Pere, Brown County, Wisconsin, this 30 day of July, 2018.

Murray J. Basten
3619 Woods Edge Way
De Pere, WI 54115

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 30th day of July, 2018, the above-named Murray J. Basten to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public: Angela M. Zills
My commission expires: 4/15/2022.



J:\Law\Legal documents\2018\Personal Guarantee of Specific Transaction-Basiglio Investors, LLC-Easton.docx

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

1. GUARANTEE. For value received, and to induce the City of De Pere (City) to extend credit to Basgig Investors, LLC, a Wisconsin Limited Liability Company, (Developer) for the installation of public improvements benefiting property owned by Developer, Mark S. Gigot (hereinafter “the undersigned”) guarantees payment of and promises to pay or cause to be paid to City, when due and as described herein, or to the extent not prohibited by law, at the time Developer becomes a subject of bankruptcy or other insolvency proceedings, the total construction costs incurred by City in constructing the public improvements.

Such public improvements are estimated to cost Two Million Eighty-Six Thousand, Two Hundred Four and no/100 Dollars (\$2,086,204.00), for which the undersigned agrees to repay, plus interest charges and fees as provided for in the Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (the Agreement), the terms of which are incorporated herein by reference, and any extensions, renewals, and deferrals thereof, and also including the amount of any payments made to City on behalf of Developer which are recovered from City by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Developers.

2. TIMING OF REPAYMENT. Repayment as guaranteed herein, shall be made as follows:

Personal Guarantee of Specific Transaction - Gigot
Page 2 of 3

- A. The full costs of the public improvements plus interest (1.87%) shall be calculated at the completion of Phase I and Phase II of the project ("Final Completion".) However, assessments shall initially be levied per parcel based upon the construction estimate of \$2,086,204.00 for parcels transferred prior to Final Completion. Should the assessment levied upon the estimate be less than the front foot amount attributable to the parcel(s) transferred, such difference shall be shared among the parcels not transferred as of the date of Final Completion. Should the assessment levied upon the parcels transferred be more than the front foot amount attributable to the parcel(s) transferred, such credit shall be among the parcels not transferred as of the date of Final Completion.
- B. Payment of the full amount attributable to any parcel not already transferred shall be due and payable thirty (30) days after the expiration of the five (5) year deferral for such assessments as provided in paragraph 6 of the Agreement.

3. REPRESENTATIONS. The undersigned acknowledges and agrees that City has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Developer. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently, and without reliance on City, continue to make such determinations.

4. PERSONS BOUND. This guarantee benefits the City, its successors and assigns, and he undersigned, his respective heirs, personal representatives, and assigns.

Dated in De Pere, Brown County, Wisconsin, this 30th day of July, 2018.

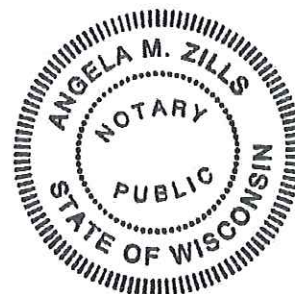
Mark S. Gigot
203 South Monroe Avenue
Green Bay, WI 54301

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 30 day of July, 2018, the above-named Mark S. Gigot to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public: Angela M. Zills
My commission expires: 4/15/2023

J:\Law\Legal documents\2018\Personal Guarantee of Specific Transaction-Basgig Investors, LLC-Gigot.docx



RESOLUTION #10-131

APPROVING AND ADOPTING RESIDENTIAL
INFRASTRUCTURE DEVELOPMENT POLICY

WHEREAS, pursuant to §13-7 De Pere Municipal Code, the Common Council has the discretion to authorize construction of public improvements paid for by special assessment when the property owner does not file a letter of credit for payment of such improvements and the Common Council determines it to be in the public interest to construct such improvements; and

WHEREAS, certain economic conditions have created an unwillingness in lending institutions to advance letters of credit for private development in Northeast Wisconsin and nationwide, rendering Developers often times unable to obtain appropriate financing to enable it to file a letter of credit for the aforementioned public improvements; and

WHEREAS, the Finance/Personnel Committee has reviewed the attached Residential Infrastructure Development Policy (incorporated as Exhibit 1), which sets forth standards by which the City may determine to fund residential infrastructure development, and recommends approval and adoption of the same thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves and adopts the attached Residential Infrastructure Development Policy (Exhibit 1).

BE IT FURTHER RESOLVED THAT:

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

Resolution #10-131
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day
of December, 2010.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

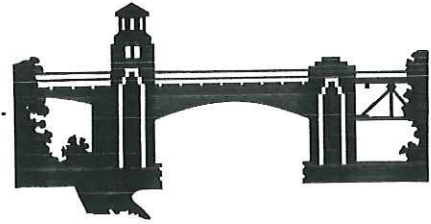
Charlene M. Peterson, Clerk-Treasurer

Ayes: _____

Nays: _____

CITY OF DE PERE

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



- Policy Name:** City Residential Infrastructure Development Policy
- Purpose:** The purpose of the policy is to outline standards to guide requests for City funded residential infrastructure development. This policy shall be reviewed on an annual and as needed basis.
- Application:** The City's Finance/Personnel Committee will review requests for City funded infrastructure costs associated with residential development. Infrastructure costs include sewer, water, storm water, and public road construction. Please note that the road construction includes both the initial and final installation of asphalt.
- Economic Requirements:** The policy is intended to provide an adequate supply of housing stock. The housing or availability of housing stock must also be balanced to ensure that the lots can be sold within the three-year period. Therefore, the City will not entertain requests to fund infrastructures if a surplus of lots are on the market within the geographic area and target market.
- Developer Requirements:** The following criteria will be used to evaluate if the City will consider approval of the project:
1. The Developer must own the proposed property to be subdivided and sold for residential purposes.
 2. The Developer must have recorded a plat dividing the properties into the residential lots, including taking all steps necessary to obtain City Plan Commission approval. A copy of the recorded plat must be provided to the City Planning Department.
 3. The Developer must, on its own and on behalf of any and all successors and assigns, request the installation of the public improvements.
 4. The Developer must provide the City the following documentation:
 - a. Letter from primary bank declining to fund the project.
 - b. Market analysis on the proposed development.
 - c. The type of residential structures to be developed. The City shall support all levels of housing; however the City reserves the right to refuse projects that use spec homes.
 5. The estimated cost of the improvements to be provided by the City shall be divided up on a per lot basis.
 6. The assessments for the improvements shall be paid as follows:
 - A. Payment of the individual parcel assessments shall be deferred up to three (3) years from the completion of the phase I public improvements, together with

- interest on the unpaid assessment balance. Interest shall commence accruing at such time the phase I improvements are complete as identified in the Notice of Phase I completion sent to the developer. Phase I public improvements include the utilities, storm water management, and crushed aggregate base course material.
- B. Payment of individual parcel deferments shall cease and the amount assessed, plus interest, are due, upon transfer of ownership of the parcel against which such assessment is levied.
 - C. Upon the expiration of three (3) years from the date of completion of the phase I public improvements.
 - D. The Developer shall execute a personal guarantee(s) of specific transaction guaranteeing repayment of not less than one-third of the total public improvement costs to the City in each year of the deferral.
7. The full final cost of the public improvements shall be determined at the completion of the project and prorated per parcel. Should the final assessment per lot sum be smaller than the amount actually paid by transferred parcel(s), the overage collected shall be prorated among the parcels not transferred as of the date of completion. Should the final assessment per lot be greater than the amount actually paid by the transferred parcels, such shortage not collected shall be prorated among the parcels not transferred. If all parcels were previously transferred, the shortage not collected shall be payable upon the Personal Guarantee.
 8. The Developer shall waive any and all right or recourse it may have, through State or Federal Court pursuant to Wis. Stats. §66.0703, or otherwise to challenge the assessment agreed to in this agreement, it being the desire of the Developer, to be placed in the same position as if they had been fully and adequately noticed of the procedures pertaining to the assessment for the reconstruction activity.
 9. At least one-third of all platted lots shall be subject to accepted offers to purchase.

City Discretion
To Approve

In determining whether to approve a request for City funding of residential infrastructure improvements in circumstances where the above criteria are satisfied, the City shall not be obligated to approve such request but shall also consider the following factors in analyzing and considering approval of the request:

1. Existing national and regional economic conditions;
2. Current construction market and the likelihood of receiving favorable public construction bids;
3. Whether previously approved City funded infrastructure developments have met the obligations imposed upon the developer, regardless of the identity of the developer;
4. Whether other requests for City funded infrastructure improvements have been approved or are pending for the same construction season as the request under consideration;
5. Whether City engineering staff has sufficient time to prepare necessary engineering and construction plans for the requested infrastructure improvements;
6. Input or recommendations provided by the City financial advisor;
7. Any other factor relevant to the City's decision.

Judy Schmidt-Lehman

From: Keith Garot <keithgarot@new.rr.com>
Sent: Friday, October 5, 2018 8:17 AM
To: Judy Schmidt-Lehman
Subject: Re: Keith Garot

Good morning Judy, I talked to the Basgig partners , the request to the city remains as follows : reduce the total dollar amount by \$200,000 and restructure the release amount as requested, we would refer to the city to decide how the savings would be allocated, hopefully this clears it up , please call me if you need additional information! Thank you for your help!

Sent from my iPhone

On Oct 5, 2018, at 7:53 AM, Judy Schmidt-Lehman <jschmidt-lehman@mail.de-pere.org> wrote:

Oops; 55 single family + 4 duplex lots.....Sorry

Judy

From: Judy Schmidt-Lehman
Sent: Friday, October 5, 2018 7:47 AM
To: 'keithgarot@new.rr.com'; murbasten@gmail.com; MarkGigot@yahoo.com; Kimberly T. Flom; Larry Delo; Eric Rakers (erakers@mail.de-pere.org)
Subject: FW: Keith Garot

Good Morning all. Larry did receive the attached yesterday afternoon. It does include additional detail on the financials (which I have not had chance to review); however I noticed that the items being requested for the City to consider for additional assistance were not revised. It was the city team's understanding from our meeting last week that Basgig would be narrowing the request to two items: for the City to cover the GBMSD charge and for the city to revise the lot "pay out" based on the "first 15 – middle 20 – and final 15" (BTW – this adds up to only 50 lots and there are 54 single family and 4 duplex [59 total] lots subject to the agreement).

I haven' spoken with Larry yet on this, but my thoughts were to include the attached for the F/P meeting and I will mention in the staff memo that the request has been narrowed to the two items noted above.

Thoughts?

Judy

From: Larry Delo
Sent: Thursday, October 4, 2018 2:43 PM
To: Judy Schmidt-Lehman; Eric Rakers
Subject: FW: Keith Garot

From: Kathleen Van Dree (<mailto:kathleen@landmarkneighborhoods.com>)
Sent: Thursday, October 4, 2018 2:13 PM
To: Larry Delo

Cc: Kimberly T. Flom; murbasten@gmail.com; markgogot@yahoo.com
Subject: FW: Keith Garot

From: landmarkkonica@gmail.com [<mailto:landmarkkonica@gmail.com>]
Sent: Thursday, October 04, 2018 2:05 PM
To: kathleen@landmarkneighborhoods.com
Subject: Message from KM_C368

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 7, 2018

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #18-107 Approval of Agreement Regarding the Transfer of Stormwater Detention Pond from Unified School District of De Pere to the City of De Pere and Providing for the Construction of and Assessments for Improvements to Real Property.

This agreement covers payment of the Unified School District's share of the public improvements being extended for the Pine Trail crossing subdivision.

ATTACHMENTS:

- Reso18-107 (DOCX)
- Public Improvement Agreement USDDP Storm Pond expand 2018 Draft 10-29-Changes Accepted (DOCX)
- Exhibit A-USDDP Stormwater Pond Agreement (PDF)
- Exhibit B-USDDP Stormwater Pond Agreement (PDF)
- Exhibit C-1 USDDP Stormwater Pond Agreement (PDF)
- Exhibit C-2 USDDP Stormwater Pond Agreement (PDF)
- Exhibit D-USDDP Stormwater Pond Agreement (PDF)

RESOLUTION #18-107

AUTHORIZING AGREEMENT REGARDING THE TRANSFER OF STORMWATER
DETENTION POND FROM THE UNIFIED SCHOOL DISTRICT OF DE PERE TO
THE CITY OF DE PERE AND PROVIDING FOR THE CONSTRUCTION OF AND
ASSESSMENTS FOR IMPROVEMENTS TO REAL PROPERTY

WHEREAS, the Unified School District of De Pere (“School District”) constructed a stormwater detention facility on Diversity Drive (Parcel ED-R28-2) in 2007 to serve the needs of its school facility on Ryan Road; and

WHEREAS, the City constructed public services to serve the school for which the District paid the City in full due to the property abutting Ryan Road being outside the City’s special assessment jurisdiction; and

WHEREAS, said non-assessable property has since been annexed into the City and platted for residential development, which will result in a credit to the School District for the amount assessed to said properties for the 2007 water main extension; and

WHEREAS, City will be constructing public infrastructure improvements, including stormwater management and extension of public sewer and water for said residential development adjacent to Ryan Road, which will serve future School District Development ; and

WHEREAS, the City and the School District wish to enter into an agreement whereby the School District will convey its stormwater pond, together with such property as is required for the enlargement of said pond for District’s future stormwater needs to the City, in exchange for City’s construction and installation of public improvements under the terms and conditions of the Agreement as is attached hereto and incorporated 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:

Resolution #18-107
Page 2 of 2

The Mayor and Clerk-Treasurer are authorized and directed to execute the attached Agreement Regarding the Transfer of Stormwater Detention Pond from the Unified School District of De Pere to the City of De Pere and Providing for the Construction of and Assessment for Improvements to Real Property, subject to said changes or revisions as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of November, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso18-107 (7591 : Reso #18-107 Approval of Agreement to Transfer Stormwater Detention Pond from USDDP to City.)

**AGREEMENT REGARDING THE TRANSFER OF STORMWATER DETENTION
POND FROM THE UNIFIED SCHOOL DISTRICT OF DE PERE
TO THE CITY OF DE PERE AND PROVIDING FOR THE CONSTRUCTION OF
AND ASSESSMENTS FOR IMPROVEMENTS TO REAL PROPERTY**

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Unified School District of De Pere, a Wisconsin Unified School District ("District"), together the "Parties".

RECITALS

WHEREAS, in 2007, District constructed an elementary school at 3001 Ryan Road, including a stormwater detention facility on Diversity Drive (Parcel ED-R28-2) to serve the stormwater needs of such school facility; and

WHEREAS, City constructed public services to serve the school, including extending city water main along Ryan Road, for which the District paid City in full due to the property abutting Ryan Road across from the District school being outside the City's special assessment jurisdiction; and

WHEREAS, said non-assessable property has since been annexed into the City (Parcels ED-R27-1 and ED-R27-2) and platted for residential development, which will result in a credit to District in the amount assessed to said properties for the 2007 water main extension; and

WHEREAS, City will be constructing public infrastructure improvements, including stormwater management and extension of public sewer and water for such residential development adjacent to Ryan Road, which will also serve future District development on nearby Parcels ED-R28-1 and ED-R-29-1; and

WHEREAS, City wishes to direct stormwater from such new residential development for treatment to District's stormwater pond; and

WHEREAS, District has determined that it would be beneficial and expedient to convey its stormwater pond, together with such property as is required for the enlargement of said pond

for District's future stormwater detention needs, shown as Outlot 1 on the Certified Survey Map attached and incorporated as Exhibit A, to City in order for District to be relieved of and for City to assume all maintenance costs and responsibilities for such pond; and

WHEREAS, District further believes that, after transfer of Outlot 1 to City, it would be cost effective for District if City were to expand the pond for District's development needs contemporaneous with other construction activity concerning the pond; and

WHEREAS, in addition to the Stormwater Improvements, City will extending sanitary sewer and water improvements (the "Sewer/Water Improvements") further south in Ryan Road which will benefit District's future expansion. The Stormwater Improvements and the Sewer/Water Improvements comprise the Public Infrastructure Improvements.

WHEREAS, the parties recognize that the City could utilize its assessment authority under §66.0703, Wis. Stats., to recover the cost of extending sewer and water to ED-R28-1 and ED-R29-1 and for District's expansion of the stormwater pond to accommodate District's future development needs; and

WHEREAS, District, having requested the stormwater pond expansion and being anxious to ensure timely installation, is intent upon executing this Agreement regarding construction of and payment for any costs associated with its pond expansion (the "Stormwater Improvements"); and

WHEREAS, the City has agreed to enter into contracts and take all other actions necessary to construct and install the Stormwater Improvements; and

WHEREAS, to further encourage the City to proceed with the Public Improvements, District hereby, on its own behalf and on behalf of its successors and assigns, agrees to the reasonableness of the cost of the proposed Public Improvements and to the City implementing the procedures of Wis. Stats. §66.0703 therefore; and

WHEREAS, District, on its own behalf and on behalf of its successors and assigns, further agrees to the reasonableness of the cost of the proposed extension of sewer and water

improvements (“the Sewer and Water Improvements”) and to the City implementing the procedures of Wis. Stats. § 66.0703 therefore.

NOW, THEREFORE, upon the mutual promises and obligations contained herein, together with such other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. PROPERTY TRANSFER

- A. Description of Property. District agrees to sell and City agrees to purchase the approximate 3.707 acre parcel described in Outlot 1 on Exhibit A, which is legally described as:

[Insert legal]

The consideration for the conveyance of this property from the District to the City consists of the mutually beneficial obligations in this Agreement, which both Parties agree is good and sufficient consideration.

- B. Closing on Transfer. City shall prepare all documents required for closing on the property transfer from District to City and pay all costs directly related to such transfer, including any title insurance policy, recording fee, or other direct charge. Transfer of the Parcel to City shall be by Warranty Deed and shall occur prior to any construction of the improvements to the pond.

II. CONSTRUCTION AND INSTALLATION OF PUBLIC IMPROVEMENTS.

- A. City to Construct Public Improvements. At the District's request and to the benefit of property under the ownership and control of District, the City hereby agrees to install the Public Improvements, consisting of the following improvements at the noted estimated cost:

1. Stormwater management - \$37,297.67 (Exhibit B);

2. Sanitary sewer - \$9,670.49 (Exhibit C-1);
3. Water - \$14,073.79 (Exhibit C-2)

The total cost estimate for District's Public Improvements is \$61,041.95.. This stormwater cost estimate is based upon the assumption that the stormwater pond enlargement will service 13.1 acres of District property which is approximately 40% impervious. Changes to this assumption may result in revised estimated costs. The Parties understand and acknowledge that the actual total costs of the Improvements may be more than such estimate and District agrees that it is responsible to pay City for the actual total costs of the Public Improvements benefitting District properties.

B. Payment for the Public Improvements.

1. City shall invoice District for the costs of the Stormwater Improvements once actual construction costs thereof are determined. District shall pay the amount due to City within 30 days of invoice.
2. The actual costs for the Sewer/ Water Improvements in Ryan Road right-of way attributable to District shall be deferred, without interest. Said deferral shall cease when District connects to either the sewer or water service. When the deferral ceases, the City shall determine the amount owed by District for said improvements, if any, by applying the credit due District for its full payment of the initial Ryan Road water extension (noted under "Water System" column on Exhibit D) against the amount deferred. Should the costs of the deferred Sewer/Water Improvements be less than the credit, City shall pay District the difference within 30 days. Should the costs of the deferred Sewer/Water Improvements be more than the credit, District shall pay the

difference to City within 30 days of receipt of invoice.

3. The method of determining the assessment rate is reasonable.
4. The District property will receive special benefit as a result of public improvements constructed under this Agreement.
5. District waives any and all right or recourse it may have, through State or Federal Court pursuant to Wis. Stats. §66.0703 or otherwise, to challenge the assessment agreed to in this Agreement, it being the desire of District to be placed in the same position as if they had been fully and adequately noticed of the procedures pertaining to the assessment for the reconstruction activity.
6. The City shall act in reliance upon the representations of District in this Agreement and shall commence, as soon as it is reasonably possible, the improvements contemplated by this Agreement.

III. MISCELLANEOUS

- A. Default Provisions. In the event of a default under this Agreement, either Party shall be entitled to exercise any and all rights and remedies available at law or in equity, including, without limitation, specific performance.
- B. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.
- C. Notices. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this

Agreement may be sent by regular mail. All notices and communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark.

If to District:

Unified School District
Attn:
1700 Chicago St.
De Pere, WI 54115

If to City:

City of De Pere
Attn: City Clerk-Treasurer
335 S. Broadway St.
De Pere, WI 54115

- D. Governing Law. This Agreement is to be interpreted in accordance with the laws of the State of Wisconsin.
- E. Authority. The Parties represent that each is duly authorized by its governing board or body to enter into this Agreement and that the person(s) signing on behalf of each Party warrants they have the authority to act as that Party's agent or agents hereunder.
- F. Entire Agreement. This document contains the entire Agreement between the Parties. This Agreement may be modified or amended only by written instrument signed by the Parties.
- G. Severability. If any clause or provision of this Agreement is struck down by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unaffected thereby.

REMAINDER OF PAGE INTENTIONALLY BLANK

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

UNIFIED SCHOOL DISTRICT OF DE PERE
By:

Dr. Ben Villarruel
District Superintendent

CITY OF DE PERE
By:

Michael J. Walsh
Mayor

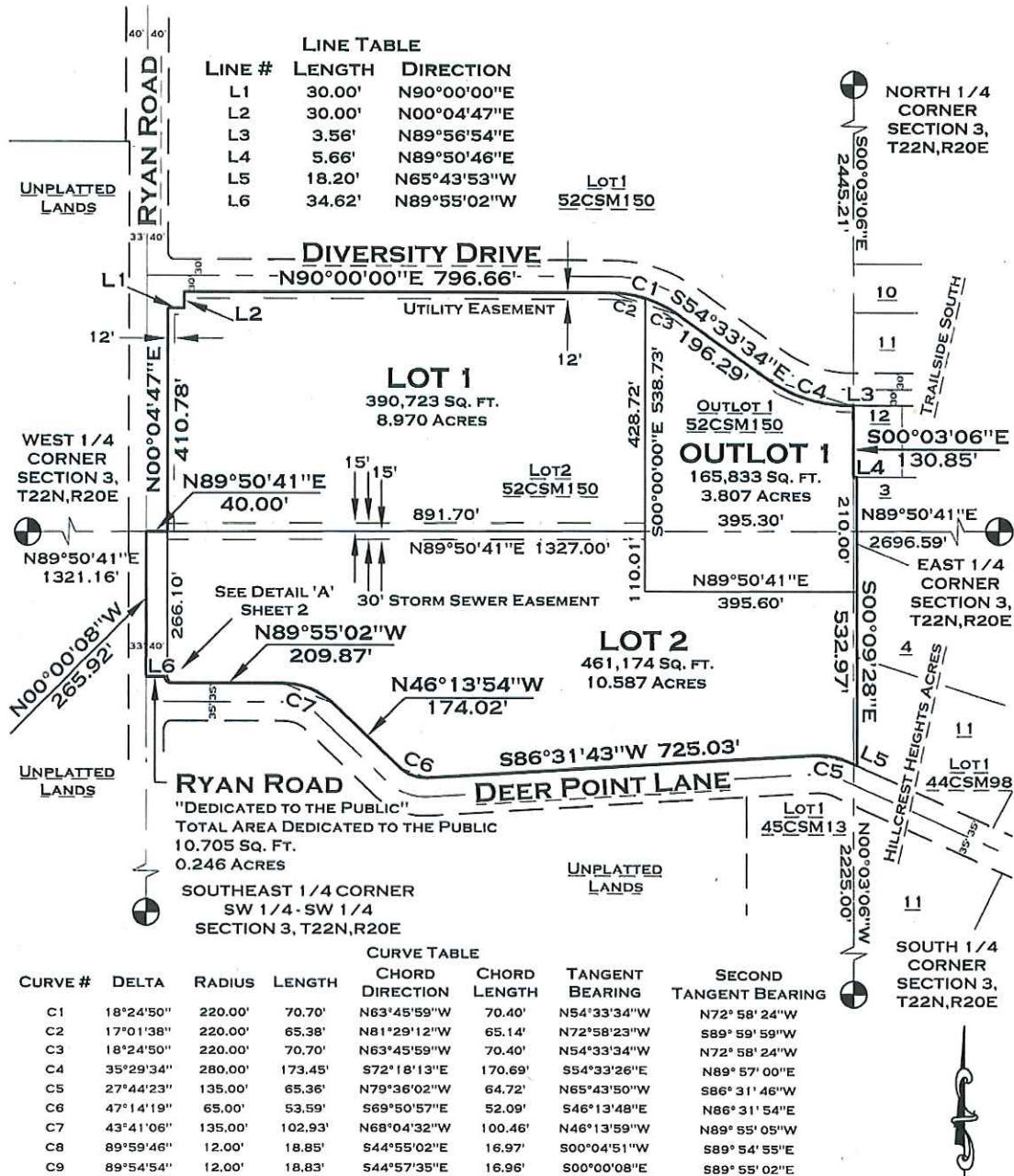
Shana D. Ledvina
Clerk-Treasurer

J:\Law\Legal Documents\2018\Public Improvement Agreement USDDP Storm Pond Expand 2018 Draft10-29.docx

Preliminary

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 OF SECTION 3, CITY OF DE PERE,
BROWN COUNTY, WISCONSIN



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 3**

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



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



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

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS

PRELIMINARY ASSESSMENTS - October 29, 2018

TYPE OF IMPROVEMENT: STORM WATER

LOCATION - RYAN ROAD FROM 470 FEET SOUTH OF DIVERSITY TO 840 FEET NORTH OF DIVERSITY

COST PER ACRE - STORMWATER MANAGEMENT - MEDIUM DENSITY RESIDENTIAL	\$7,302.53	Acre
COST PER ACRE - STORMWATER MANAGEMENT - HIGH DENSITY RESIDENTIAL	\$9,128.16	Acre
COST PER ACRE - STORMWATER MANAGEMENT - FUTURE SCHOOL SITE	\$2,847.15	Acre

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	UNIT (LF)	UNIT (Acre)	STORM WATER MANAGEMENT						TOTAL ASSESSMENT	COMMENTS
				MEDIUM DENSITY (3)		HIGH DENSITY (3)		FUTURE SCHOOL SITE (3)			
				UNIT	COST	UNIT	COST	UNIT	COST		
CRAIG AND VALERIE OESTREICH 2730 RYAN ROAD DE PERE WI 54115	ED-427	115	0.330	0.00 Note (2)	\$0.00	0	\$0.00	0.00	\$0.00	\$0.00	Assessment to be covered by Developer's Agreement
DEVELOPER	ED-R27-1	411.19	2.970	2.97	\$21,690.16	0	\$0.00	0.00	\$0.00	\$21,690.16	
DEVELOPER	ED-R27-2	785.6	24.476	19.69	\$143,786.82	4.79	\$43,723.89	0.00	\$0.00	\$187,510.70	
UNIFIED SCHOOL DISTRICT OF DE PERE 3001 RYAN ROAD DE PERE WI 54115	ED-R28	798.46	24.761	0.00 ALREADY SERVED	\$0.00	0 ALREADY SERVED	\$0.00	0.00	\$0.00	\$0.00	
UNIFIED SCHOOL DISTRICT OF DE PERE 1700 CHICAGO STREET DE PERE WI 54115	ED-R28-1	440.77	8.97	0.00 ALREADY SERVED	\$0.00	0 ALREADY SERVED	\$0.00	13.10	\$37,297.67	\$37,297.67	
TOTAL				22.66	\$165,476.97	4.79	\$43,723.89	13.10	\$37,297.67	\$246,498.52	

Notes:

(3) The storm water managemet fee includes the storm sewer from Ryan Road to the pond for the medium and high density development. This cost for the storm sewer is not charged to the school site because the school property will drain directly to t

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS

PRELIMINARY ASSESSMENTS - SEPTEMBER 18, 2018

TYPE OF IMPROVEMENT: RYAN ROAD SANITARY

LOCATION - RYAN ROAD FROM 470 FEET SOUTH OF DIVERSITY TO 840 FEET NORTH OF DIVERSITY

COST PER LINEAR FOOT - SANITARY SEWER MAIN	\$21.94	LF
COST PER UNIT - SANITARY SEWER LATERAL - SINGLE FAMILY	\$576.25	EA
COST PER UNIT - SANITARY SEWER LATERAL - MULTI FAMILY	\$4,521.25	EA

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	UNIT (LF)	UNIT (Acre)	SANITARY SEWER SYSTEM						TOTAL ASSESSMENT	COMMENTS		
				MAIN		LATERAL - SINGLE FAMILY		LATERAL - MULTI FAMILY					
				UNIT	COST	UNIT	COST	UNIT	COST				
CRAIG AND VALERIE OESTREICH 2730 RYAN ROAD DE PERE WI 54115	ED-427	115	0.330	115	\$2,523.10	1	\$576.25	0	\$0.00	\$3,099.35			
DEVELOPER	ED-R27-1	411.19	2.970	411.19	\$9,021.51	3	\$1,728.75	0	\$0.00	\$10,750.26	Assessment to be covered by Developer's Agreement		
DEVELOPER	ED-R27-2	785.6	24.476	785.6	\$17,236.06	3	\$1,728.75	1	\$4,521.25	\$23,486.06	Assessment to be covered by Developer's Agreement		
UNIFIED SCHOOL DISTRICT OF DE PERE 3001 RYAN ROAD DE PERE WI 54115	ED-R28	798.46	24.761	0 ALREADY SERVED	\$0.00	0	\$0.00	0	\$0.00	\$0.00			
UNIFIED SCHOOL DISTRICT OF DE PERE 1700 CHICAGO STREET DE PERE WI 54115	ED-R28-1	440.77	8.97	440.77 DEFERRED	\$9,670.49	0	\$0.00	0	\$0.00	\$9,670.49	Assessment to be covered by School District Agreement		
TOTAL				2551.02	61.507	1,752.56	\$38,451.17	7.00	\$4,033.75	1.00	\$4,521.25	\$47,006.17	

Notes:

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS

PRELIMINARY ASSESSMENTS - SEPTEMBER 18, 2018

TYPE OF IMPROVEMENT: RYAN ROAD WATER

LOCATION - RYAN ROAD FROM 470 FEET SOUTH OF DIVERSITY TO 840 FEET NORTH OF DIVERSITY

COST PER LINEAR FOOT - NEW WATER MAIN	\$31.93	LF
COST PER UNIT - WATER SERVICE - SINGLE FAMILY	\$4,841.96	EA
COST PER UNIT - WATER SERVICE - MULTI FAMILY	\$11,336.25	EA

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	UNIT (LF)	UNIT (Acre)	WATER SYSTEM - NEW WATER MAIN						TOTAL ASSESSMENT	COMMENTS
				MAIN		SERVICE - SINGLE FAMILY		SERVICE - MULTI FAMILY			
				UNIT	COST	UNIT	COST	UNIT	COST		
CRAIG AND VALERIE OESTREICH 2730 RYAN ROAD DE PERE WI 54115	ED-427	115	0.330	0	\$0.00	1	\$4,841.96	0	\$0.00	\$4,841.96	
DEVELOPER	ED-R27-1	411.19	2.970	0	\$0.00	3	\$14,525.88	0	\$0.00	\$14,525.88	Assessment to be covered by Developer's Agreement
DEVELOPER	ED-R27-2	785.6	24.476	440.77	\$14,073.79	3	\$14,525.88	1	\$11,336.25	\$39,935.92	Assessment to be covered by Developer's Agreement
UNIFIED SCHOOL DISTRICT OF DE PERE 3001 RYAN ROAD DE PERE WI 54115	ED-R28	798.46	24.761	0 ALREADY SERVED	\$0.00	0	\$0.00	0	\$0.00	\$0.00	
UNIFIED SCHOOL DISTRICT OF DE PERE 1700 CHICAGO STREET DE PERE WI 54115	ED-R28-1	440.77	8.97	440.77 DEFERRED	\$14,073.79	0	\$0.00	0	\$0.00	\$14,073.79	Assessment to be covered by School District Agreement
TOTAL				881.54	\$28,147.57	7.00	\$33,893.72	1.00	\$11,336.25	\$73,377.54	

Notes:

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS

PRELIMINARY ASSESSMENTS - SEPTEMBER 18, 2018

TYPE OF IMPROVEMENT: RYAN ROAD EXISTING

LOCATION - RYAN ROAD FROM 470 FEET SOUTH OF DIVERSITY TO 840 FEET NORTH OF DIVERSITY

COST PER LINEAR FOOT - EXISTING WATER MAIN \$48.61 LF

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	UNIT (LF)	UNIT (Acres)	WATER SYSTEM		TOTAL ASSESSMENT	COMMENTS
				EXISTING WATER MAIN UNIT	COST		
CRAIG AND VALERIE OESTREICH 2730 RYAN ROAD DE PERE WI 54115	ED-427	115	0.330	115	\$5,590.15	\$5,590.15	
DEVELOPER	ED-R27-1	411.19	2.970	411.19	\$19,987.95	\$19,987.95	Assessment to be covered by Developer's Agreement
DEVELOPER	ED-R27-2	785.6	24.476	344.83	\$16,762.19	\$16,762.19	Assessment to be covered by Developer's Agreement
UNIFIED SCHOOL DISTRICT OF DE PERE 3001 RYAN ROAD DE PERE WI 54115	ED-R28	798.46	24.761	0 ALREADY SERVED	\$0.00	\$0.00	
UNIFIED SCHOOL DISTRICT OF DE PERE 1700 CHICAGO STREET DE PERE WI 54115	ED-R28-1	440.77	8.97	0 ALREADY SERVED	\$0.00	\$0.00	Assessment to be covered by School District Agreement
TOTAL		2551.02	61.507	871.02	\$42,340.28	\$42,340.28	

Notes:

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 7, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution #18-108 Authorizing Disbursement of Revised Grant (330 Main Ave-WD-371).

ATTACHMENTS:

- Reso18-108 (DOCX)
- Exhibit A-330 Main Avenue Revised Facade Grant (PDF)
- 330 Main Ave FG 10-2018 RDA Report (PDF)

RESOLUTION #18-108

AUTHORIZING DISBURSEMENT OF REVISED GRANT
(330 Main Avenue - Parcel WD-371)

WHEREAS, the Common Council has, pursuant to Resolutions #18-48 and #18-90, approved a \$1,650.90 façade grant to the owner of Parcel WD-371 based upon eligible project costs within Tax Increment District #9 (TID #9); and

WHEREAS, the invoices which have been submitted by the applicant for review exceed the project estimate amount by \$1,330.00, and the applicant requests that the grant award be updated to reflect an amount based upon actual project costs incurred; and

WHEREAS, sufficient funds are available in TID #9 for this additional expenditure; and

WHEREAS, this project has been reviewed by the Redevelopment Authority, which recommends approval of a revised façade improvement grant in the total amount not to exceed \$2,315.90.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves a revised total grant amount not to exceed \$2,315.90 for the façade improvements authorized in Resolutions #18-48 and #18-90 for the property located at 330 Main Avenue, as identified in the invoices attached hereto as Exhibit A and incorporated by reference.

BE IT FURTHER RESOLVED THAT:

The Development Services Director (Director) is authorized to approve disbursement of the façade reimbursement grant up to a total of \$2,315.90 to Stagecoach Enterprises, L.L.C. for said improvements provided the following are met:

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

Resolution #18-108
Page 2 of 2

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of November, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso18-108 (7578 : Resolution #18-108 Authorizing Disbursement of Revised Grant (330 Main Ave-WD-371).)

Jones Sign Co transaction receipt.
3/29/2018 9:28:25 AM Central -
Invoice: 231825

March 29, 2018 at 9:29 AM

Found in angeljpatel@gmail.com Inbox

Jones Sign Co

1711 Scheuring Rd
De Pere, WI 54115

3/29/2018 9:28:14 AM

Reference Number: [201877208](#)

Total: \$801.80

Transaction Type: Sale

Transaction Status: Pending Settlement

Card Type: American Express

Card Number: xxxxxxxxxxxx2007

Entry Method: Keyed

Approval Code: 268812

Approval Message: EXACT MATCH

AVS Result: Full Exact Match

CSC Result: Match

Customer Name: Luna Coffee

Invoice: 231825

FitzGerald Painting

1318 Cook St.
De Pere, WI 54311
Phone: (920) 544-2345
E-Mail: mike@fitzpainting.com
Web: www.fitzpainting.com

May 18, 2018

Luna Cafe
330 Main Ave.
De Pere, WI

Final Invoice

FitzGerald Painting:

- Covered the sidewalk under working area
- Sanded and cleaned the exterior front
- Removed rotted wood frame and wood base
- After removing rotted wood, we applied a Miracle Bond Easy Flow Epoxy to the gaps of the newly exposed bricks
- Caulked window trim
- Applied two coats on upper section. Using two colors
- Applied two to three coats on lower section. Using two colors

Total Cost: =\$3,830.00 (includes paint and material)

Total Due - \$2,500.00 (first payment)
\$1,330.00

Invoice Provided by:

Mike FitzGerald
FitzGerald Painting
920-544-2345
mike@fitzpainting.com

Accepted by:

Luna Cafe/ 330 De Pere, WI 54115

Date

Attachment: Exhibit A-330 Main Avenue Revised Facade Grant (7578 : Resolution #18-108 Authorizing Disbursement of Revised Grant (330

City of De Pere MEMORANDUM



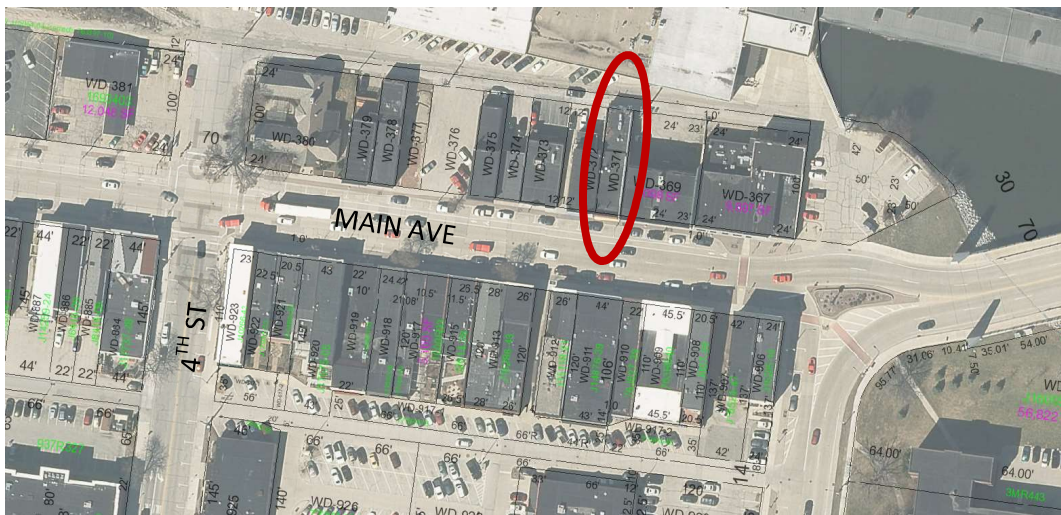
To: Redevelopment Authority
 From: Kimberly Flom, Development Services Director
 Date: October 22, 2018

RE: **Façade Grant Application – 330 Main Avenue (Parcel WD-371)**

Background

The RDA and Common Council approved a façade grant application for Luna Café at 330 Main Avenue earlier this year. In August, the RDA and Common Council also approved a recalculation of that grant using the newly updated guidelines.

The applicant completed the project and has submitted final receipts and invoices (attached for review). The painting, completed by Fitzgerald Painting, exceeded the estimated amount by \$1,330. The applicant has requested that the façade grant amount be updated to reflect the actual project costs.



Budget Implications

If approved, this request will have the following impact on the overall Façade Grant budget for 2018.

West Side Downtown – TID #9 \$30,000
 2018 Allocated Funding: \$18,271.31

Proposed funding increase of \$665.00. \$11,063.69 remaining in TID #9 for 2018.



Updated Luna Façade (source: Luna Facebook Page)

330 Main Ave Façade Grant - Façade Grant Project Estimate RECALCULATED

Vendor	Detail	Amount	Notes
Front Façade			
Jones Sign	Awning Removal	\$801.80	
Fitzgerald Painting	Repainting	\$2,500.00	
		Total	
		\$3,301.80	
		\$1 Investment	\$1,650.90
		\$1 Grant Match	\$1,650.90
			Grant Maximum
			\$10,000

330 Main Ave Façade Grant - Façade Grant Project Final Costs

Vendor	Detail	Amount	Notes
Front Façade			
Jones Sign	Awning Removal	\$801.80	
Fitzgerald Painting	Repainting	\$3,830.00	
		Total	
		\$4,631.80	
		\$1 Investment	\$2,315.90
		\$1 Grant Match	\$2,315.90
			Grant Maximum
			\$10,000

Recommendation

Recommend approval of the amended façade grant request for 330 Main Avenue, in an amount not to exceed \$2,315.90, and that the recommendation be forwarded to Council.

**Jones Sign Co transaction receipt.
3/29/2018 9:28:25 AM Central -
Invoice: 231825**

March 29, 2018 at 9:29 AM

Found in angeljpatel@gmail.com Inbox

Jones Sign Co

1711 Scheuring Rd
De Pere, WI 54115

3/29/2018 9:28:14 AM

Reference Number: [201877208](#)

Total: \$801.80

Transaction Type: Sale

Transaction Status: Pending Settlement

Card Type: American Express

Card Number: xxxxxxxxxxxx2007

Entry Method: Keyed

Approval Code: 268812

Approval Message: EXACT MATCH

AVS Result: Full Exact Match

CSC Result: Match

Customer Name: Luna Coffee

Invoice: 231825

FitzGerald Painting

1318 Cook St.
De Pere, WI 54311
Phone: (920) 544-2345
E-Mail: mike@fitzpainting.com
Web: www.fitzpainting.com

May 18, 2018

Luna Cafe
330 Main Ave.
De Pere, WI

Final Invoice

FitzGerald Painting:

- Covered the sidewalk under working area
- Sanded and cleaned the exterior front
- Removed rotted wood frame and wood base
- After removing rotted wood, we applied a Miracle Bond Easy Flow Epoxy to the gaps of the newly exposed bricks
- Caulked window trim
- Applied two coats on upper section. Using two colors
- Applied two to three coats on lower section. Using two colors

Total Cost: =\$3,830.00 (includes paint and material)

Total Due - \$2,500.00 (first payment)
\$1,330.00

Invoice Provided by:

Mike FitzGerald
FitzGerald Painting
920-544-2345
mike@fitzpainting.com

Accepted by:

Luna Cafe/ 330 De Pere, WI 54115

Date

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 7, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #18-109 Authorizing Community Gardens Agreement Between the City of De Pere and the University of Wisconsin Extension Office (Lions Trailside Park).

The Board of Park Commissioners, at the October 18, 2018 meeting, approved working with Brown County Extension to establish a community garden at Lions Trailside Park and moved to send to Common Council for approval. The motion passed unanimously with a 5-0 vote.

Recently the De Pere Lions Club, Brown County Extension Office, and our department met to cooperatively working to establish a community garden. The Lions Club has offered to help fund start up costs, the Brown County Extension Office has indicated they are willing to physically run the program, and the City of De Pere would provide the land and some staffing resources to help with maintaining the site.

After meeting, staff from BCEO investigated several sites throughout the City. Some of the sites investigated were Lions Trailside Park, Patriot Park, and Samantha Park. An actual site has yet to be selected as there are some PH issues at each of the sites and need to be worked through with staff.

While the goal is to have 2-3 locations of community gardens throughout the City, I would suggest we target and focus on implementing one site for 2018 with additional sites to follow. At this point, I would suggest the Park Board approve suitable locations and then have staff and BCOE determine the best location to start the pilot site.

If approved, the issue would be forwarded to our City Attorney's office for development of an agreement. Once an agreement would be developed, the issue would then go to City Council for consideration.

Staff Recommendation: We have talked a fair amount about Community Gardens over the years, but the topic never seem to gain momentum. Now that we have a service group interested and BCOE interested, I believe the time is right to move forward with this offering.

ATTACHMENTS:

- Reso18-109 (DOCX)
- De Pere Community Garden Agreement.Marty edits+JSL edits-Changes Accepted (DOCX)
- De Pere Garden Proposal (DOCX)

RESOLUTION #18-109

AUTHORIZING COMMUNITY GARDENS AGREEMENT BETWEEN
THE CITY OF DE PERE AND THE UNIVERSITY OF WISCONSIN EXTENSION OFFICE
(Lions Trailside Park)

WHEREAS, the University of Wisconsin Extension Office (“UW Extension”) is an agency of Brown County for educational purposes in cooperation with the University of Wisconsin System; and

WHEREAS, the UW Extension through Brown County is interested offering an educational gardening program in a portion of City’s Lions Trailside Park (“the Garden Area”) for members of the public who meet eligibility criteria; and

WHEREAS, the City and the Brown County wish to engage in the beneficial cooperative exchange of services and facilities, and City wishes to grant Brown County access to the Garden Area in order to engage in activities to promote the Community Gardens Program for the benefit of the public, pursuant to the terms and conditions of the Community Gardens Agreement attached hereto; 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 attached Community Gardens Agreement City of De Pere/Lions Trailside Park, subject to such changes and revisions as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Resolution #18-109
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of
November, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

**COMMUNITY GARDENS AGREEMENT
CITY OF DE PERE/LIONS TRAILSIDE PARK**

THIS COMMUNITY GARDENS AGREEMENT ("Agreement") is being made and entered into this ____ of _____, 20__ by and between the CITY OF DE PERE, a Wisconsin Municipal Corporation located at 335 S. Broadway St., De Pere, WI 54115 ("City"), and the UNIVERSITY OF WISCONSIN EXTENSION OFFICE, an agency of BROWN COUNTY(something happened to the formatting here) ("County"), a body corporate organized and existing under the Laws of Wisconsin. The University of Wisconsin Extension Office was established, and is maintained, pursuant to Wis. Stat. §59.56 for educational purposes in cooperation with the University of Wisconsin System ("UW System"), and has a business address of 210 Museum Pl. in Green Bay, Wisconsin 54303. Hereinafter, the City and the County may collectively be referred to as "Parties" and individually referred to as "Party".

RECITALS

WHEREAS, the CITY is the owner of Lions Trailside Park ("Park"), located at 863 Killarny Trail in De Pere, Wisconsin and more fully described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, located within the Park, and as more specifically delineated in Exhibit A, is an area of approximately 9,000 square feet in size that is suitable and will be used for gardening ("Garden Area"); and

WHEREAS, consistent with Wis. Stat. §59.56, the County offers an educational program, in cooperation with the UW System, by which members of the public who meet established criteria may engage in certain gardening activities ("Community Gardens Program"); and

WHEREAS, the Parties now believe it to be beneficial to the public for the City to allow the County to occupy and use the Garden Area for purposes of its Community Gardens Program based on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Pursuant hereto, the City grants the County the right to occupy and use the Garden Area for purposes of its Community Gardens Program, the initial term of which shall commence April 1, 2019 and end December 1, 2019 ("Growing Season"). Additionally, the County may engage in onsite work, which may take place between October 2018 and March 2019, to prepare the site for the initial "Growing Season." All work during this time shall not impact the use and operation of the sledding hill.
2. Upon expiration of the initial term, this Agreement shall automatically renew each consecutive year thereafter for similar terms as the initial Growing Season, until terminated by one of the Parties consistent herewith.
3. During each Growing Season in which this Agreement is in effect, the County is responsible, in its sole discretion so long as consistent herewith, for the management and operation of its Community Gardens Program within the Garden Area, including pollinator garden if applicable.
4. Unless otherwise agreed to in writing by the Parties hereto, the County shall not plant anything in the Park outside of the Garden Area.
5. During each Growing Season in which this Agreement is in effect, the County, with respect to its activities and the activities of its employees, agents, invitees and representatives hereunder, shall keep the Garden Area, as well as any area within the Park directly impacted thereby, clean, neat and free of excessive weeds, garbage, debris, or any product or by-product as deemed offensive by the City, in its reasonable discretion.

6. Any fencing of the Garden Area, as desired by the County, must first be approved by the City as to the type and location thereof. To maintain its aesthetic appeal, the City can require, in its reasonable discretion, fencing to screen off the Garden Area and/or adjacent water tank.

7. The County shall contact Diggers Hotline prior to its tilling or installing of any fence posts, sign posts, etc. in the Garden Area.

8. The City shall prepare the garden site by plowing, tilling, and/or disking after County has contacted Diggers Hotline for utility locates and as soon as the ground can reasonably be worked each spring so that the soil is fit for gardening.

9. The County shall be permitted to have a large (# of gallon size?) water tank onsite on the property. Other garden infrastructure, e.g. shed, bulletin board, may be allowed but must first be approved by the City.

10. The City shall be responsible for ensuring there is water in the onsite water tank, and the County shall be responsible for associated water fees.

11. The County shall ensure that its employees, agents, invitees and/or representatives do not bring or allow any pets to be brought into the Garden Area, with the exception of animals required to be allowed by federal and/or state law as service and/or support animals for those with disabilities.

12. In exercising its obligations under Section 5 of this Agreement, as well as any other activities hereunder, the County shall refrain from the application of weed-killing chemicals. The City will also refrain from the application of weed-killing chemicals in the area surrounding the garden.

13. For each Growing Season in which this Agreement is in effect, the County shall have removed all items including, but not limited to, stakes, wire, and other inorganic debris, placed within the Garden Area by the County, its employees, agents, invitees and/or

representatives hereunder, by the end of October of that corresponding year. The City shall subsequently prepare the Garden Area for winter in an aesthetically pleasing manner, as determined by the City in its reasonable discretion, and shall plow, till, and/or disk the Garden Area soil in the Fall and Spring.

14. The County shall not store any personal items within the Garden Area or other areas of the Park, unless approved by the City in advance thereof.

15. In the event the County ceases to maintain the Garden Area in accordance herewith, the County shall be responsible for restoring the Garden Area to as close as reasonably possible to its original turf conditions, reasonable wear and tear excepted.

16. The County shall abide by all applicable and enacted City ordinances, established and signed park rules, parking rules and regulations, and, additionally, shall park only in approved areas.

17. The County shall use the exact address of: 863 Killarny Trail, De Pere, WI 54115 on all marketing materials and similar correspondence specific to the opportunities being offered within the Park through its Community Gardens Program.

18. To the extent available and so long as consistent with any mandates of the Community Gardens Program, the County shall give advance notice to the City of plots within the Garden Area that are available at the commencement of each Growing Season, and, consistent with said mandates, if any, as well as the goals of the Community Gardens Program, shall further coordinate education efforts with the City, such that City residents that qualify per UW-System criteria have an equal opportunity to secure the same. The City understands that this provision does not provide for exclusivity or any special standing of City residents to secure any plot within the Garden Area and agrees that a failure of said residents to secure such plots shall not constitute a breach of this Agreement by the County.

19. INDEMNIFICATION. The County hereby agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorneys' fees, costs and expenses whatsoever kind or nature that arise, whether in whole or in part, but then only to the extent thereof, by reason of any act, omission, fault, or negligence, whether active or passive, of the County or of anyone acting under its direction or control or on its behalf as related to its performance hereunder. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, shall be applicable only as it relates to this Agreement and the property involved, and shall not apply when liability results from, is contributed to or is caused by any act, omission, fault or the negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, or anyone acting on behalf of the City. Nothing herein is intended to waive or estop the County or its insurer to rely upon the limitations, defense, immunities contained within Wis. Stats. § 893.80 *et.seq.*. To the extent that indemnification is available and enforceable, the County or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin Law.

In the event that the County employs other persons, firms, corporations or entities (sub-contractor) to carry out any terms or conditions covered by this Agreement, it shall be the County's responsibility to require and confirm that each sub-contractor agrees to an Indemnity Provision in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to the Indemnity Provision set forth in Section 16 of this Agreement.

20. The City shall indemnify, defend, and save harmless the County, its elected and appointed officials, officers, employees, agents, guests, representatives and volunteers, and each

of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorneys' fees, costs and expenses whatsoever kind or nature that arise, whether in whole or in part, but then only to the extent thereof, by reason of any act, omission, fault, or negligence, whether active or passive, of the City or of anyone acting under its direction or control or on its behalf as related to its performance hereunder. The obligation to indemnify, defend and hold harmless the County, its elected and appointed officials, officers, employees, agents, representatives and volunteers, shall be applicable only as it relates to this Agreement and the property involved, and shall not apply when liability results from, is contributed to or is caused by any act, omission, fault or the negligence of the County, its elected and appointed officials, officers, employees, agents, representatives and volunteers, or anyone acting on behalf of the County. Nothing herein is intended to waive or estop the City or its insurer to rely upon the limitations, defense, immunities contained within Wis. Stats. § 893.80 *et.seq.*. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin Law.

21. TERMINATION. Either Party may terminate this Agreement for any reason or no reason upon sixty (60) days written notice to the other Party between the end of November and April 1.

22. VENUE AND APPLICABLE LAW. Any lawsuits related to or arising under this Agreement shall be commenced and tried in the Courts of Brown County, Wisconsin and the County and City shall submit to the jurisdiction of the Brown County courts for such lawsuits. In all respects, this Agreement and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

23. NOTICES. Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested, or by a recognized delivery service with proof of service, and addressed to the appropriate Party as follows:

CITY:
 Attention: Director of Parks,
 Recreation, and Forestry
 925 S. Sixth St
 De Pere, WI 54115
 (920) 339-4065
mkosobucki@mail.de-pere.org

UW-EXTENSION:
 Judy Knudsen
 210 Museum Pl
 Green Bay, WI 54303
 (920) 391-4651
knudsen_ia@co.brown.wi.us

24. AMENDMENTS. This Agreement is the entire agreement between the undersigned Parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each Party, which amendment expressly states that it is the intention of the Parties to amend this Agreement.

25. SEVERABILITY. The provisions of this Agreement are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall not be affected,

impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Agreement.

26. CONSTRUCTION. All Parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation,

validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.

27. AUTHORITY. The persons signing this Agreement warrant that they have been authorized to enter into this Agreement by and on behalf of their respective Parties and that they have full and complete authority to bind their respective Parties by executing this Agreement.

UNIVERSITY OF WISCONSIN EXTENSION OFFICE

Approved as to form: _____

Judith A. Knudsen

Brown County - UW-Extension

Date: _____

STATE OF WISCONSIN)

)SS.
BROWN COUNTY)

Personally came before me this ____ day of _____, 20____ the above named Judith A. Knudsen to me known to be the person who executed the forgoing instrument and acknowledge the same.

(Print or Type name of notary above)

Notary Public, Brown County, Wisconsin

My Commission Expires: _____

BROWN COUNTY_____
Troy Streckenbach, County Executive_____
Sandy Juno – County Clerk_____
Dated_____
Dated

STATE OF WISCONSIN)

) ss.
BROWN COUNTY)

Personally came before me this ____ day of _____, 20____ the above named Troy J. Streckenbach—County Executive and Sandy Juno—County Clerk to me known to be the person who executed the forgoing instrument and acknowledge the same.

(Print or Type name of notary above)
Notary Public, Brown County, Wisconsin
My Commission Expires: _____

CITY OF DE PERE_____
Mike Walsh, Mayor_____
Shana Ledvina – City Clerk_____
Dated_____
Dated

STATE OF WISCONSIN)

) ss.
BROWN COUNTY)

Personally came before me this ____ day of _____, 20____ the above named Mike Walsh—Mayor and Shana Ledvina—City Clerk to me known to be the person who executed the forgoing instrument and acknowledge the same.

(Print or Type name of notary above)
Notary Public, Brown County, Wisconsin
My Commission Expires: _____

EXHIBIT A





Brown County UW-Extension Office
 Agriculture & Extension Service Center
 210 Museum Pl
 Green Bay, WI 54303
 920-391-4610
 920-391-4617 (fax)
www.browncountyextension.org

October 8, 2018

To Whom It May Concern:

The enclosed proposal explores the possibility of a partnership among the City of De Pere, the De Pere Lions Club, and the Brown County UW-Extension Community Gardens Program, with the purpose of establishing a community garden in a City of De Pere park, beginning in the 2019 growing season. The Community Gardens Program currently offers over 340 garden plots at 10 community locations in Brown County. However, none of the existing gardens are located in De Pere, and there have been requests from community members to expand the program to this area. In late 2017, the De Pere Lions Club approached the Community Gardens Program about the possibility of funding such a garden, which led to an investigation of possible garden sites. The Community Gardens Program does not own any of its gardens' land, but instead uses parcels by forming agreements with local landowners that allow the program to use the space during the growing season. A number of the program's Green Bay community gardens are located on city-owned land, and because of this we approached the City of De Pere about the possibility of available land. In reviewing the De Pere area, we worked with Parks, Recreation, and Forestry staff to identify a number of possible locations and selected a few potential garden sites.

As detailed in the following proposal, opening a community garden within the City of De Pere is a promising opportunity that would benefit the City of De Pere, while also providing Brown County residents space to grow healthy, affordable and culturally appropriate food. Please contact me with any questions you may have. Thank you for your time and for your consideration of this request for partnership.

Sincerely,

Margaret Franchino
 Community Garden Coordinator
 (920) 391-4660
browncountycommunitygardens@gmail.com



The University of Wisconsin Extension provides affirmative action and equal opportunity in education, programming and employment for all qualified persons regardless of race, color, gender/sex, creed, disability, religion, national origin, ancestry, age, sexual orientation, pregnancy, marital or parental, arrest or conviction record or veteran status.

Program Summary:

Since 1996, the Brown County UW-Extension Community Gardens Program has provided garden space and logistical assistance to county residents, empowering them to grow affordable, nutritious, and culturally appropriate food. Started as a program to increase food security and decrease hunger in Brown County, the program continues to focus on these goals, with over 70 percent of current participants being of low or moderate income. Any community member is eligible to rent the program's low-cost plots for the growing season, on which they can plant, grow, and harvest produce. Most participating gardeners consume their produce, although some gardeners donate produce to food pantries or sell it as an income source. The program is particularly valuable to many of its immigrant gardeners, as it offers them the opportunity to grow culturally appropriate produce that may be difficult to find locally, especially in some gardens' neighborhoods, where convenience stores serve as major grocery suppliers. The program currently offers over 340 rental garden plots at 10 community location in Brown County. A USDA formula calculates gardeners produced nearly \$300,000 worth of produce in 2017.¹

Additionally, the Community Gardens Program provides educational and other gardening opportunities to the community. These activities focus on promoting long-term healthy lifestyles to improve quality of life. Opportunities include community events, as well as gardening programs and classes for youth in the City of Green Bay's Summer Parks Program, with the goal of fostering positive lifelong habits. Since 2016, the program has also offered a youth farmers' market program. With this program, which fills an identified programming gap for teens, the Community Gardens Program helps participants grow multidisciplinary life skills including horticulture, marketing, business, and nutrition knowledge, which are applied in running their own farmers' market stall. In 2018, the program partnered with Brown County Human Services, Court Appointed Special Advocates (CASA), and Advocates for Healthy Transitional Living to offer this program to at-risk teens.

Since 2017, the program has further partnered with the Green Bay Packers on two initiatives: a veterans' garden and a produce donation program. The vets' garden, which is also a partnership with the Green Bay Vet Center, offers local veterans a space for growing and healing. Through Planting for a Purpose, the second initiative, local growers are encouraged to donate excess produce to food pantries, to fill an unmet need for more fresh produce for pantry clients.

Lastly, since 2014, the Community Gardens Program has partnered with the local nonprofit New Leaf Foods and a number of community volunteers to hold an annual Green Bay Garden Blitz. This initiative empowers people to grow their own food and be part of a sustainable urban agricultural system by selling, building, and installing raised garden beds in the community. To date, the program has placed 547 garden beds at schools, businesses, nonprofits, and individual homes throughout the Green Bay area. The Community Gardens Program focuses on overseeing a garden mentorship program for the Blitz that supports new gardeners through their first growing seasons.

With its diverse, far-reaching efforts, the Brown County UW-Extension Community Gardens Program offers services that play a critical role in creating a healthier, more sustainable, and connected community.

Community Need:

In the past five years, the Community Gardens Program has nearly doubled in size, to now include more than 340 garden plots serving over 200 families in the Brown County community. In 2018, all plowed community garden plots were rented, and community members continue to request multiple acres of additional gardening space to meet their needs. Given this demand, the Community Gardens Program works to maintain existing garden space as well as continues to seek more land to develop additional gardens, as providing community members space to grow their own food offers

¹ Goldstein, Libby J. "Formula for Determining the Value of Crops Produced in Community Gardens." *Urban Agriculture Notes*. City Farmer, 24 May 1998, www.cityfarmer.org/valuecrops.html. Accessed 21 Sept 2015.

countless community benefits.

Few initiatives address such a broad spectrum of issues as do community gardens. By turning an unused piece of land into a space where neighbors come together and grow their own fresh produce, communities of all sizes across the world are seeing comprehensive societal improvements, ranging from increased food security and community connectivity to better sustainability and health. Gardeners and community members in Brown County have found the same far-reaching benefits through the Brown County UW-Extension Community Gardens Program.

The 2016 Leading Indicators for Excellence (LIFE) Study labeled 66 percent of Brown County adults overweight or obese.² Access to fresh produce and increased exercise are vital in obesity and overweight prevention and reduction, and gardening offers both. Of responding 2017 Brown County UW-Extension Community Gardens Program gardeners, 88 percent reported that participating in the program increased their fruit and vegetable intake, and 92 percent reported being more physically active, indicating the program's effectiveness in addressing this concern.

Additionally, the health benefits of increased fruit and vegetable availability are of particular importance to the low-income population, which often has less access to fresh produce due to variables including lack of transportation and financial limitations. The USDA reports that "a lack of access to fresh, healthy foods can contribute to poor diets and higher levels of obesity and other diet-related diseases."³ Poor health, in turn, helps to perpetuate the cycle of poverty. As a recent joint report from the World Health Organization and World Bank explains, "as good health is crucial to protect the family from poverty, so better health is central to poverty reduction."⁴ As over 70 percent of the program's community gardeners are of low-to-moderate income, the program plays a significant role in impacting the community's health in a way that supports self-sufficiency.

Not only do community gardens improve physical health, but they also offer mental health benefits. Numerous studies show gardening's mental health impact, ranging from mood improvement to stress reduction.⁵ In fact, 71 percent of responding Community Gardens Program gardeners agreed that participating in the program in 2017 reduced their overall stress. As understanding of the vital importance of mental health grows, so too must measures to support it.

Benefits, both for participating gardeners and the community as a whole, extend beyond health as well. Community gardens help to create more connected, safe, and appealing neighborhoods. According to the Centers for Disease Control and Prevention, community gardens can improve neighbors' connectivity and lessen conflict.⁶ Community gardens offer a place for people of diverse backgrounds to come together and learn from each other. In the Brown County UW-Extension Community Gardens, ethnicity is a major component of gardeners' diversity: Gardeners include Hmong, Caucasian, African American, Russian, and Mexican community members, among others. Gardeners work together and share gardening advice and ideas with their diverse gardening neighbors. Further research shows gardens may also increase area property values⁷ and enhance neighborhood pride.⁸

² Warner, Lora, et al. *LIFE Study Brown County. 2016 Brown County LIFE Study*, 2016, pp.44, www.lifestudy.info/wp-content/uploads/2017/01/2016-LIFE-Study-Full-Report.pdf. Accessed 25 July 2018.

³ "Healthy Food Access." *Know Your Farmer, Know Your Food Compass*. United States Department of Agriculture, 17 July 2012, pp.56, www.usda.gov/sites/default/files/documents/KYFCompass.pdf . Accessed 27 May 2016.

⁴ Kern, Ann and Jo Ritzen. *Dying for Change: Poor People's Experience of Health and Ill-Health*. World Bank, n.d, pp.2, documents.worldbank.org/curated/en/123521468332446432/pdf/331250ENGLISH0Dying0for0change.pdf. Accessed 1 June 2016.

⁵ Chaker, Anne Marie. "When Treatment Involves Dirty Fingernails." *Wall Street Journal* 6 April 2010, www.wsj.com/articles/SB10001424052702304620304575165831058222608. Accessed 11 Dec. 2014.

⁶ "Community Gardens." *Centers for Disease Control and Prevention*. Centers for Disease Control and Prevention, 3 June 2010, www.cdc.gov/healthylives/healthtopics/healthyfood/community.htm. Accessed 11 Dec. 2014.

⁷ Voicu, Ioan and Vicki Been. "The Effect of Community Gardens on Neighborhood Property Value." *American Real Estate and*

Lastly, community gardens help to enhance overall community sustainability and beauty. With many of the Community Gardens Program's gardeners living within walking distance of their plots, community gardens can reduce the distance that food travels to reach consumers from its current unsustainable average of 1,500 miles to just a few blocks.⁹ In addition, gardens fill vacant lots with attractive and environmentally friendly community assets.

Brown County UW-Extension is a depended-upon Brown County resource, working to apply university research, knowledge, and resources to meet county residents' educational needs. As a Brown County UW-Extension program, the Community Gardens Program has a well-established and recognized presence in the local community. Not only does it have hundreds of program participants and volunteers, but it also has long-standing relationships with a number of City and County departments and programs, and with other community organizations. By partnering with the Community Gardens Program, the City of De Pere joins these groups in a commitment to improving quality of life in Brown County by offering gardening space for all.

Partnership Details:

The Community Gardens Program does not own any of its gardens' land, but instead forms agreements with local landowners to develop unused parcels into community gardens. A partnership with the City of De Pere would allow the Community Gardens Program to develop such a garden while the City of De Pere would retain ownership of the land. This shared use prompts a number of questions about land oversight and responsibilities, and the below attempts to address some of these points. If the partnership continues to move forward, exact details and responsibilities would be determined at that time.

Garden location: The Community Gardens Program is working with the City of De Pere Parks, Recreation and Forestry Department to identify a garden location within a City park. Extension is currently analyzing soil quality, along with accessibility and other site features, to make a site recommendation.

Water: Each of the program's community gardens offers onsite water. How this looks varies from garden to garden, based on the garden's proximity to other resources. If possible, gardeners access water directly at the side of a building. If this is not possible, water is made available in a large water tank, filled by connecting to a fire hydrant, running a hose from a building, or else trucking water in from a different location. The City of De Pere would be asked to either assist with filling tanks or provide a fire hydrant key to do so. The Community Gardens Program would cover water costs.

Garden tools and materials: Program gardeners are responsible for providing their own tools and plants, though UW-Extension does typically provide a limited number of free plants and seeds to registered gardeners. Gardeners are also responsible for fencing in their own plots, if desired, to keep wildlife out of their gardens. They then removed these fences at the end of each growing season.

Liability: For each garden site, Brown County's Corporation Counsel writes a land-use memorandum of understanding. This agreement covers liability and other pertinent details. The landowner reviews the document and makes any changes,

Urban Economics Association 36.2 (2008):241-283, Wiley Online Library, onlinelibrary.wiley.com/doi/10.1111/j.1540-6229.2008.00213.x. Accessed 16 Dec. 2014.

⁸ "Community Gardens." *County Health Rankings & Roadmaps*. County Health Rankings, 15 Jan 2014, www.countyhealthrankings.org/take-action-to-improve-health/what-works-for-health/policies/community-gardens. Accessed 16 Dec. 2014.

⁹ "How Far Does Your Food Travel to Get to Your Plate?" *CUESA*. Center for Urban Education about Sustainable Agriculture, n.d., cuesa.org/learn/how-far-does-your-food-travel-get-your-plate. Accessed 11 Dec. 2014.

and then both parties sign the agreement. We would be happy to share examples of these agreements, including ones covering other government-owned land.

Tilling/Plowing: As most program gardeners do not have access to equipment to prepare soil, the Community Gardens Program arranges the tilling or plowing each of its garden sites. The City of Green Bay plows all the community gardens located within Green Bay city limits, and volunteers plow the remaining three sites. The City of De Pere would be asked to help with tilling/plowing and Parks, Recreation, and Forestry staff have indicated this would be a possibility.

Funding: In 2017, the De Pere Lions Club approached Brown County UW-Extension Community Gardens Program about the possibility of funding a community garden in De Pere. The Community Gardens Program estimates garden start-up costs, including a water tank and platform, shed, bulletin board, and soil amendments to be about \$3,000-\$3,500, and the Lions Club has agreed to fund these items. The Community Gardens Program will pay for any additional expenses out of garden plot rental fees, which currently range from \$10 to \$45 for the season per plot, depending on plot size.

Garden Size: Current program garden plots range in size from 4'x8' to 50'x50', with the most common plot size being 20'x20'. We are currently surveying gardeners to find out plot size interest, but would anticipate plots will be at least 10'x20' and most likely larger. The total number of plots would also vary based on land availability and community interest.

Vandalism: Vandalism is, unfortunately, an occasional problem in community gardens. Within the City of Green Bay, gardeners are alerted to the correct procedure to follow in case of vandalism (notifying the nonemergency police and the garden coordinator), and the garden coordinator files a police report and posts signs around the garden to increase awareness and decrease incidents of vandalism. The Community Gardens Program would work with the City of De Pere to establish a preferred procedure for the De Pere garden.

Oversight: Landowners' involvement in garden oversight varies from garden to garden, and exact details of responsibilities would have to be determined as the partnership was finalized. However, the below summarizes some typical responsibilities of UW-Extension and its volunteers.

UW-Extension roles may include:

- Recruiting gardeners
- Processing gardener plot registration and assigning plots
- Securing any needed garden funding (in partnership with the Lions Club, in this case)
- Scheduling and overseeing volunteer groups for garden maintenance
- Holding community garden events for gardeners
- Communicating regularly with gardeners, via mail, phone, and email
- Contacting gardeners to address garden issues
- Holding monthly program oversight meetings
- Monitoring plots for overgrown and/or abandoned plots and pesticide use
- Overseeing end-of-season plot cleanup and preparations for winter

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 7, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution # 18-110 Authorizing Third Amendment to Lease Agreement Between the City of De Pere and Brown County Ice Management, Inc.

The Board of Park Commissioners, at the October 18, 2018 meeting, approved amending the lease agreement with Brown County Ice Management and moved to send it to Common Council for approval. The motion passed unanimously with a 5-0 vote.

Recently the City just approved emergency funding to repair the Chiller Plant at the De Pere Ice Arena.

As part of the discussion, the City Council would like the Board of Park Commissioners to consider amending the current lease agreement with Brown County Ice Management (BCIM) to implement a surcharge on all ice rentals. This surcharge would first go to funding the cash reserves used to repair the chiller plant. Once the debt has been paid off, the surcharge would then be redirected into the Ice Arena Fund for future repairs.

Currently, BCIM charges \$175/hour for prime time hours. In comparison, the Cornerstone Community Center Ice Arena charges \$209/hour. By implementing a \$20-30 surcharge, we are still very competitive with the other local ice rinks.

I have included bullet points to consider in revising the lease agreement with BCIM.

ATTACHMENTS:

- Reso18-110 (DOCX)
- 3d Amendment to Lease - Brown Cty Ice Mgmt-11-18-155-001-12 (DOCX)
- Lease Agreement.amendment notes (DOCX)

RESOLUTION #18-110

AUTHORIZING THIRD AMENDMENT TO LEASE AGREEMENT
(Brown County Ice Management, Inc.)

WHEREAS, the City and Brown County Ice Management, Inc. are parties to a Lease Agreement, dated April 5, 2012, amended as of April 17, 2013 and December 29, 2014, (collectively referred to as the "Lease Agreement"), which provides for use of City owned property and improvements located at 1450 Fort Howard Avenue, known as the De Pere Ice Recreation Center; and

WHEREAS, City and Brown County Ice Management, Inc. wish to amend such Lease Agreement along the terms and conditions more fully set forth in the attached Third Amendment to Lease Agreement Between the City of De Pere and Brown County Ice Management, Inc.

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 attached Third Amendment to Lease Agreement Between the City of De Pere and Brown County Ice Management, Inc., subject to such changes and revisions as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin this 7th day of November, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso18-110 (7572 : Resol #18-110 Authorizing Third Amendment to Lease (Brown County Ice Management).)

**THIRD AMENDMENT TO LEASE AGREEMENT BETWEEN THE
CITY OF DE PERE AND BROWN COUNTY ICE MANAGEMENT, INC.**

THIS AMENDMENT is entered into this ____ day of _____, 201____,
by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Brown
County Ice Management, Inc., a not-for-profit Wisconsin corporation ("Lessee").

WHEREAS, the City and Lessee are parties to a Lease Agreement dated April 5, 2012
and amended as of April 17, 2013 and December 29, 2014 (collectively referred to as the "Lease
Agreement"), which provides for use of City owned property and improvements located at 1450
Fort Howard Avenue, known as the De Pere Ice Recreation Center; and

WHEREAS, City and Lessee wish to amend the Lease Agreement along the terms and
conditions more fully set forth below.

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

1. Paragraph 5.07.1 is created to read:

5.07.01 Lessee shall impose a surcharge on all ice rentals as follows:

- (a) The surcharge, which shall be implemented over a three year period, shall consist of:
 - (1) A \$20.00 per hour surcharge shall be effective upon execution of this Amendment;
 - (2) Effective September 1, 2019, the surcharge shall increase to \$25.00/hour;
 - (3) Effective September 1, 2020, the surcharge shall increase to \$30.00/hour.
- (b) The surcharge shall apply to all ice rentals with the exception of the following:
 - (1) Open skate events sponsored by Lessee and required by ¶5.05 of this Lease;
 - (2) An event/program that has received a waiver of the surcharge from the City Board of Park Commissioners.
- (c) The surcharge shall have not affect the Management Fee required under ¶2.02 and defined under ¶1.10.

- (d) Lessee shall submit to City a monthly statement of rented ice hours to the Director of Parks, Recreation and Forestry ("Director"). The monthly statement shall be sent to the Director no later than 10 days after the end of each month. City shall invoice Lessee the amount of surcharge due. Lessee shall pay such invoice within 10 days of its receipt.
 - (e) The surcharge dollars collected shall be used by City to reimburse its unassigned reserve account for repairs to the Ice Arena chiller system in 2018.
 - (f) Upon final reimbursement of such chiller system repair costs, the surplus amounts collected shall be directed to the City designated capital fund dedicated to repairs at the Ice Arena ("the Ice Arena Fund").
2. Paragraph 2.01 of the Lease Agreement is amended to provide that the lease term shall expire on May 31, 2023. The remaining provisions of paragraph 2.01 pertaining to lease renewals and terminations of the lease remain unchanged.
 3. All other terms, conditions, requirements, and obligations found in the Lease Agreement are incorporated herein by reference and remain unaffected by this Amendment.

BROWN COUNTY ICE MANAGEMENT, INC. CITY OF DE PERE

By:

By:

Print Name: _____
Title: _____

Michael J. Walsh, Mayor

Print Name: _____
Title: _____

Shana D. Ledvina, Clerk-Treasurer

J:\Law\Leases\2018\3rd Amendment to Lease-Brown Cty Ice Mgmt11-18-155-001-12.docx

Lease Agreement – Third Amendment

- Extension to 2023.
 - The current lease is set to expire in 2020. Adding an additional three years takes us five years out. Five years is also the range that is needed for BCIM to get a payback on lights if they decide to change them.
- BCIM shall include a surcharge on all ice rentals, which shall be paid to the City of De Pere on a monthly basis.
 - The surcharge will be gradually implemented over three years.
 - Upon approval of the agreement, a \$20/hour surcharge will be implemented immediately.
 - In September of 2018, the surcharge shall increase to \$25/hour.
 - In September of 2019, the surcharge shall increase to \$30/hour.
 - This surcharge will initially go to refunding the City of De Pere and the money used from undesignated reserves to pay for the repair of the Chiller Plant in 2018.
 - Upon the debt being paid off for the Chiller Plant repair the surcharge shall be directed to the Ice Arena Fund, which is used to assist in capital improvements for the Ice Arena.
- BCIM shall provide a monthly statement of rented hours of ice to the Department of Parks, Recreation and Forestry Department. Upon receiving the monthly statement, the Park Department shall invoice Brown County Ice Management for the monthly ice charges applicable to the City of De Pere.
- The hourly surcharge on ice rental does not impact and/or void the Management Fee identified in the original agreement.
- The surcharge shall be applied to all rentals, with the following exceptions;
 - Open skate events sponsored by Brown County Ice Management and required by the City of De Pere in the lease agreement.
 - Any events/programs that have received a waiver from the Board of Park Commissioners of the City of De Pere.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 7, 2018
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 11-7-18 (XLSX)

CITY OF DE PERE
License Committee - November 7, 2018

Previously Tabled Operator License Applications	
1	DE FALCO, DOMINIQUE M.
2	HELMS, ASHLEY B.
3	JOHN, ALEXIS M.

New Operator License Applications	
1	BERG, DIANA J.
2	ELAND, RYAN M.
3	GONION, SARA L.
4	KIRKPATRICK, HALEY L.
5	KRUZICKI, DIANA E.
6	MC KEEVER, MICHAEL E.
7	MILLER, ROBYN A.
8	NIEMI, MOLLY J.
9	PATEL, BRIJESH H.
10	SCHARENBRUCH, CHEYENNE M.
11	ZAMBARDA, ROGER S.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 7, 2018
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 11-7-18 VOUCHERS (PDF)

10/30/2018 2:54 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 05973 NOV 2018 COUNCIL - 1 11-7-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6426	ACL							
	I-A6616-201809-0	ACL	R	11/07/2018		41.40CR	086938	41.40
7583	ADVANCE AUTO PARTS							
	I-6339-262864	ADVANCE AUTO PARTS	R	11/07/2018		4.59CR	086939	4.59
6802	ADVANCED DISPOSAL							
	I-B80000639245	ADVANCED DISPOSAL	R	11/07/2018		290.70CR	086940	290.70
0302	AIRGAS USA LLC							
	I-9081470208	AIRGAS USA LLC	R	11/07/2018		175.10CR	086941	
	I-9956191395	AIRGAS USA LLC	R	11/07/2018		428.55CR	086941	
	I-9956191396	AIRGAS USA LLC	R	11/07/2018		214.70CR	086941	
	I-9956191796	AIRGAS USA LLC	R	11/07/2018		152.25CR	086941	970.60
2878	ARING EQUIPMENT CO INC							
	C-741835	ARING EQUIPMENT CO INC	R	11/07/2018		1,679.55	086942	
	C-741837	ARING EQUIPMENT CO INC	R	11/07/2018		335.91	086942	
	I-C38835	ARING EQUIPMENT CO INC	R	11/07/2018		10,315.56CR	086942	8,300.10
5604	AURORA BAYCARE MED CTR LLC							
	I-KY207	AURORA BAYCARE MED CTR LLC	R	11/07/2018		205.27CR	086943	
	I-KY211	AURORA BAYCARE MED CTR LLC	R	11/07/2018		189.88CR	086943	395.15
1260	BADGER CONCRETE LIFTING							
	I-227	BADGER CONCRETE LIFTING	R	11/07/2018		700.00CR	086944	700.00
6842	BADGER SPORTING GOODS CO., INC.							
	I-AAG005477-AA01	BADGER SPORTING GOODS CO., INC	R	11/07/2018		1,151.48CR	086945	1,151.48
0020	BADGERLAND PRINTING INC							
	I-32260	BADGERLAND PRINTING INC	R	11/07/2018		20.00CR	086946	
	I-32271	BADGERLAND PRINTING INC	R	11/07/2018		35.00CR	086946	
	I-32304	BADGERLAND PRINTING INC	R	11/07/2018		244.40CR	086946	
	I-32306	BADGERLAND PRINTING INC	R	11/07/2018		195.00CR	086946	
	I-32316	BADGERLAND PRINTING INC	R	11/07/2018		50.00CR	086946	544.40
7833	BEN BAEB							
	I-201810308757	BEN BAEB	R	11/07/2018		250.00CR	086947	250.00
1323	BALCER, ED							
	I-201810308756	BALCER, ED	R	11/07/2018		42.12CR	086948	42.12

Attachment: 11-7-18 VOUCHERS (7584 : Voucher Approval.)

10/30/2018 2:54 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 05973 NOV 2018 COUNCIL - 1 11-7-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0027	BAY TOWEL INC							
	I-2705509	BAY TOWEL INC	R	11/07/2018		100.74CR	086949	
	I-2710039	BAY TOWEL INC	R	11/07/2018		98.94CR	086949	
	I-2714520	BAY TOWEL INC	R	11/07/2018		100.74CR	086949	
	I-2717165	BAY TOWEL INC	R	11/07/2018		87.59CR	086949	388.01
3008	BOUND TREE MEDICAL LLC							
	I-83006429	BOUND TREE MEDICAL LLC	R	11/07/2018		786.96CR	086950	786.96
6751	BRIDGEPORT MFG. INC.							
	I-11788-00	BRIDGEPORT MFG. INC.	R	11/07/2018		205.84CR	086951	205.84
0038	BROADWAY AUTOMOTIVE INC							
	I-430817P	BROADWAY AUTOMOTIVE INC	R	11/07/2018		128.62CR	086952	
	I-431818P	BROADWAY AUTOMOTIVE INC	R	11/07/2018		67.52CR	086952	
	I-432087P	BROADWAY AUTOMOTIVE INC	R	11/07/2018		48.78CR	086952	
	I-921518	BROADWAY AUTOMOTIVE INC	R	11/07/2018		134.40CR	086952	379.32
2944	BROWN COUNTY JAIL							
	I-201810308758	BROWN COUNTY JAIL	R	11/07/2018		1,200.00CR	086953	1,200.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-38362	BROWN COUNTY PORT SOLID WASTE	R	11/07/2018		28,048.85CR	086954	28,048.85
0737	BRUCE MUNICIPAL EQUIPMENT INC							
	I-P07212	BRUCE MUNICIPAL EQUIPMENT INC	R	11/07/2018		284.38CR	086955	
	I-P08018	BRUCE MUNICIPAL EQUIPMENT INC	R	11/07/2018		1,490.33CR	086955	
	I-P08061	BRUCE MUNICIPAL EQUIPMENT INC	R	11/07/2018		219.12CR	086955	
	I-P08165	BRUCE MUNICIPAL EQUIPMENT INC	R	11/07/2018		343.10CR	086955	
	I-P08184	BRUCE MUNICIPAL EQUIPMENT INC	R	11/07/2018		105.62CR	086955	
	I-P08385	BRUCE MUNICIPAL EQUIPMENT INC	R	11/07/2018		104.42CR	086955	2,546.97
7827	CALEWARTS DUFFY & ERDMAN							
	I-201810308759	CALEWARTS DUFFY & ERDMAN	R	11/07/2018		2,026.50CR	086956	2,026.50
0536	CDW GOVERNMENT INC							
	I-PQF3328	CDW GOVERNMENT INC	R	11/07/2018		3,708.55CR	086957	
	I-PQJ9461	CDW GOVERNMENT INC	R	11/07/2018		138.45CR	086957	
	I-PQT6408	CDW GOVERNMENT INC	R	11/07/2018		1,434.68CR	086957	
	I-PRF3592	CDW GOVERNMENT INC	R	11/07/2018		102.96CR	086957	
	I-PRM4157	CDW GOVERNMENT INC	R	11/07/2018		222.48CR	086957	
	I-PRV6058	CDW GOVERNMENT INC	R	11/07/2018		226.26CR	086957	
	I-PRV6163	CDW GOVERNMENT INC	R	11/07/2018		1,810.08CR	086957	7,643.46

Attachment: 11-7-18 VOUCHERS (7584 : Voucher Approval.)

10/30/2018 2:54 PM

A / P CHECK REGISTER

PAGE: 3

PACKET: 05973 NOV 2018 COUNCIL - 1 11-7-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2708	CLEANING SOLUTION SERVICES INC I-18347	CLEANING SOLUTION SERVICES INC	R	11/07/2018		401.29CR	086958	401.29
7639	CORE & MAIN LP I-J630271	CORE & MAIN LP	R	11/07/2018		2,110.00CR	086959	2,110.00
2926	CROSBY HEAVY DUTY WRECKER SERV INC I-201810308760	CROSBY HEAVY DUTY WRECKER SERV	R	11/07/2018		100.00CR	086960	100.00
2624	DECKER SUPPLY CO I-902568	DECKER SUPPLY CO	R	11/07/2018		291.25CR	086961	291.25
5159	DEGROOT INC I-18-02 (4)	DEGROOT INC	R	11/07/2018		419,298.53CR	086962	419,298.53
0085	EMERGENCY MEDICAL PRODUCTS INC I-2023998	EMERGENCY MEDICAL PRODUCTS INC	R	11/07/2018		49.50CR	086963	49.50
0092	FEAKER & SONS CO INC I-18-11 (4)	FEAKER & SONS CO INC	R	11/07/2018		222,395.30CR	086964	222,395.30
0331	FERGUSON WATERWORKS #1476 INC I-259279 I-259599	FERGUSON WATERWORKS #1476 INC FERGUSON WATERWORKS #1476 INC	R R	11/07/2018 11/07/2018		3,469.88CR 2,693.17CR	086965 086965	 6,163.05
0096	FIRE APPARATUS & EQUIPMENT INC I-18768 I-18831	FIRE APPARATUS & EQUIPMENT INC FIRE APPARATUS & EQUIPMENT INC	R R	11/07/2018 11/07/2018		38.16CR 730.58CR	086966 086966	 768.74
7265	FIRE CATT LLC I-WI-7056	FIRE CATT LLC	R	11/07/2018		4,510.95CR	086967	4,510.95
0200	FIRST SUPPLY LLC I-11367397-00	FIRST SUPPLY LLC	R	11/07/2018		122.85CR	086968	122.85
7767	FREEDOM OVERHEAD DOORS I-33212	FREEDOM OVERHEAD DOORS	R	11/07/2018		445.00CR	086969	445.00
7553	GLENN'S 24 HR TOWING INC I-79171	GLENN'S 24 HR TOWING INC	R	11/07/2018		85.00CR	086970	85.00
5349	GLIME, RYAN I-201810308761	GLIME, RYAN	R	11/07/2018		19.98CR	086971	19.98

Attachment: 11-7-18 VOUCHERS (7584 : Voucher Approval.)

10/30/2018 2:54 PM

A / P CHECK REGISTER

PAGE: 4

PACKET: 05973 NOV 2018 COUNCIL - 1 11-7-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7073	GOLD STRIPE CONSULTING							
	I-201810308762	GOLD STRIPE CONSULTING	R	11/07/2018		400.00CR	086972	400.00
6923	GORDON FLESCH COMPANY INC.							
	I-IN12401426	GORDON FLESCH COMPANY INC.	R	11/07/2018		142.00CR	086973	142.00
0116	GRAINGER INC							
	I-9818550999	GRAINGER INC	R	11/07/2018		469.96CR	086974	
	I-9821260131	GRAINGER INC	R	11/07/2018		283.02CR	086974	
	I-9822111804	GRAINGER INC	R	11/07/2018		10.37CR	086974	
	I-9923981584	GRAINGER INC	R	11/07/2018		131.20CR	086974	
	I-9926189961	GRAINGER INC	R	11/07/2018		40.00CR	086974	934.55
0124	GREEN BAY CITY TREASURER							
	I-115250	GREEN BAY CITY TREASURER	R	11/07/2018		340.63CR	086975	340.63
4826	GUSTAVE A LARSON CO							
	I-3274868	GUSTAVE A LARSON CO	R	11/07/2018		287.23CR	086976	
	I-3276587	GUSTAVE A LARSON CO	R	11/07/2018		87.80CR	086976	375.03
0446	HAWKINS INC							
	I-4380338	HAWKINS INC	R	11/07/2018		4,981.70CR	086977	4,981.70
1121	TOM HENDRICKS							
	I-201810308763	TOM HENDRICKS	R	11/07/2018		119.48CR	086978	119.48
6589	HSBS EWD							
	I-201810308764	HSBS EWD	R	11/07/2018		139.50CR	086979	139.50
1399	INDOFF INC							
	I-3161325	INDOFF INC	R	11/07/2018		68.18CR	086980	
	I-3161342	INDOFF INC	R	11/07/2018		62.27CR	086980	
	I-3163656	INDOFF INC	R	11/07/2018		164.75CR	086980	
	I-3164590	INDOFF INC	R	11/07/2018		34.22CR	086980	
	I-3165223	INDOFF INC	R	11/07/2018		123.35CR	086980	
	I-3167635	INDOFF INC	R	11/07/2018		51.87CR	086980	504.64
0567	INDUSTRIAL MARKETING CORP							
	I-42349	INDUSTRIAL MARKETING CORP	R	11/07/2018		27.16CR	086981	27.16
6809	JACK'S MAINTENANCE SERVICE INC.							
	I-44858	JACK'S MAINTENANCE SERVICE INC	R	11/07/2018		420.00CR	086982	420.00

Attachment: 11-7-18 VOUCHERS (7584 : Voucher Approval.)

10/30/2018 2:54 PM

A / P CHECK REGISTER

PAGE: 5

PACKET: 05973 NOV 2018 COUNCIL - 1 11-7-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0362	JOHNSON CONTROLS FIRE I-85285528	PROTECTION LP JOHNSON CONTROLS FIRE PROTECTI	R	11/07/2018		404.00CR	086983	404.00
2602	JOSSART BROTHERS INC I-18-01 (6) I-760	JOSSART BROTHERS INC JOSSART BROTHERS INC	R	11/07/2018		79,628.79CR	086984	81,877.29
7834	JW INDUSTRIES INC I-18-20 (1) FINAL	JW INDUSTRIES INC	R	11/07/2018		104,080.00CR	086985	104,080.00
1276	JX ENTERPRISES INC C-1454787P I-1414443S I-1414493S I-1414562S I-1453441P I-1453442P I-1454304P I-1454718P I-1454719P I-1454742P I-1455226P I-1455350P I-1456215P I-1456689P	JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC	R	11/07/2018		2.64 335.48CR 1,039.54CR 672.63CR 24.10CR 58.73CR 32.22CR 978.50CR 112.99CR 3.06CR 39.07CR 55.99CR 43.99CR 106.99CR	086986 086986 086986 086986 086986 086986 086986 086986 086986 086986 086986 086986 086986 086986	3,500.65
VOID	VOID CHECK		V	11/07/2018			086987	**VOID**
0153	LAFORCE INC I-1078529 I-1079296	LAFORCE INC LAFORCE INC	R	11/07/2018		843.00CR 288.00CR	086988 086988	1,131.00
0779	VICKIE LAMBERT I-201810308765	VICKIE LAMBERT	R	11/07/2018		9.01CR	086989	9.01
6249	LANAIR PRODUCTS LLC I-395918-IN	LANAIR PRODUCTS LLC	R	11/07/2018		261.05CR	086990	261.05
4617	LANGUAGE LINE SERVICES I-4410306	LANGUAGE LINE SERVICES	R	11/07/2018		32.35CR	086991	32.35
7835	LARRY VANRITE TRUCKING & EXCAVATING INC I-201810308766	LARRY VANRITE TRUCKING & EXCAV	R	11/07/2018		1,500.00CR	086992	1,500.00

Attachment: 11-7-18 VOUCHERS (7584 : Voucher Approval.)

10/30/2018 2:54 PM

A / P CHECK REGISTER

PAGE: 6

PACKET: 05973 NOV 2018 COUNCIL - 1 11-7-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7263	DANIEL LOTTER I-201810308767	DANIEL LOTTER	R	11/07/2018		59.99CR	086993	59.99
5635	MAGNO, MATTHEW T I-201810308768	MAGNO, MATTHEW T	R	11/07/2018		42.48CR	086994	42.48
0163	MCC INC I-17-09 (5) FINAL	MCC INC	R	11/07/2018		5,430.86CR	086995	5,430.86
0173	MENARDS INC I-35974 I-35976 I-35998 I-36133 I-36235 I-36416 I-36658 I-36663 I-36731 I-36746 I-36794 I-36842 I-37046	MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC	R R R R R R R R R R R R R	11/07/2018 11/07/2018 11/07/2018 11/07/2018 11/07/2018 11/07/2018 11/07/2018 11/07/2018 11/07/2018 11/07/2018 11/07/2018 11/07/2018 11/07/2018		40.76CR 386.25CR 8.46CR 23.94CR 9.97CR 295.99CR 14.96CR 5.32CR 83.34CR 7.60CR 160.90CR 37.94CR 63.94CR	086996 086996 086996 086996 086996 086996 086996 086996 086996 086996 086996 086996 086996	1,139.37
0176	MID STATE SUPPLY CORP I-4249226	MID STATE SUPPLY CORP	R	11/07/2018		1,004.11CR	086997	1,004.11
1475	MUNICODE I-317883	MUNICODE	R	11/07/2018		900.00CR	086998	900.00
3191	NCI I-AR13505 I-AT11634 I-AT11873 I-AT12018	NCI NCI NCI NCI NCI	R R R R R	11/07/2018 11/07/2018 11/07/2018 11/07/2018 11/07/2018		81.48CR 49.90CR 49.90CR 49.90CR	086999 086999 086999 086999	231.18
7129	NELSON TACTICAL I-10215	NELSON TACTICAL	R	11/07/2018		4,143.00CR	087000	4,143.00
6873	NEOGOV I-SO10064	NEOGOV	R	11/07/2018		5,187.37CR	087001	5,187.37

Attachment: 11-7-18 VOUCHERS (7584 : Voucher Approval.)

10/30/2018 2:54 PM

A / P CHECK REGISTER

PAGE: 7

PACKET: 05973 NOV 2018 COUNCIL - 1 11-7-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7836	NORCON CORP							
	I-18-06 FINAL	NORCON CORP	R	11/07/2018		44,339.85CR	087002	44,339.85
0531	NORTHEAST AUTO PARTS INC							
	I-334445	NORTHEAST AUTO PARTS INC	R	11/07/2018		41.58CR	087003	
	I-334491	NORTHEAST AUTO PARTS INC	R	11/07/2018		64.38CR	087003	
	I-334504	NORTHEAST AUTO PARTS INC	R	11/07/2018		35.98CR	087003	
	I-334530	NORTHEAST AUTO PARTS INC	R	11/07/2018		47.88CR	087003	
	I-334546	NORTHEAST AUTO PARTS INC	R	11/07/2018		17.99CR	087003	
	I-334610	NORTHEAST AUTO PARTS INC	R	11/07/2018		24.39CR	087003	
	I-334627	NORTHEAST AUTO PARTS INC	R	11/07/2018		636.86CR	087003	
	I-334632	NORTHEAST AUTO PARTS INC	R	11/07/2018		20.28CR	087003	
	I-334667	NORTHEAST AUTO PARTS INC	R	11/07/2018		124.98CR	087003	
	I-334668	NORTHEAST AUTO PARTS INC	R	11/07/2018		120.12CR	087003	
	I-334678	NORTHEAST AUTO PARTS INC	R	11/07/2018		6.69CR	087003	
	I-334680	NORTHEAST AUTO PARTS INC	R	11/07/2018		21.16CR	087003	
	I-334695	NORTHEAST AUTO PARTS INC	R	11/07/2018		89.95CR	087003	
	I-334726	NORTHEAST AUTO PARTS INC	R	11/07/2018		95.99CR	087003	
	I-334772	NORTHEAST AUTO PARTS INC	R	11/07/2018		155.99CR	087003	
	I-334790	NORTHEAST AUTO PARTS INC	R	11/07/2018		11.09CR	087003	
	I-334831	NORTHEAST AUTO PARTS INC	R	11/07/2018		98.58CR	087003	
	I-334907	NORTHEAST AUTO PARTS INC	R	11/07/2018		35.75CR	087003	
	I-334911	NORTHEAST AUTO PARTS INC	R	11/07/2018		163.54CR	087003	1,813.18
VOID	VOID CHECK		V	11/07/2018			087004	**VOID**
0197	PACKER CITY INTERNATIONAL INC							
	I-R101027533:01	PACKER CITY INTERNATIONAL INC	R	11/07/2018		175.50CR	087005	
	I-X101091487:01	PACKER CITY INTERNATIONAL INC	R	11/07/2018		34.36CR	087005	
	I-X101093947:01	PACKER CITY INTERNATIONAL INC	R	11/07/2018		51.54CR	087005	261.40
0584	PATRICK ZELZER AND ASSOCIATES							
	I-ZEL-2018003254	PATRICK ZELZER AND ASSOCIATES	R	11/07/2018		75.00CR	087006	75.00
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-80152	PM SUPPLY - WRIGHT INDUSTRIAL	R	11/07/2018		403.20CR	087007	
	I-80180	PM SUPPLY - WRIGHT INDUSTRIAL	R	11/07/2018		37.64CR	087007	
	I-80201	PM SUPPLY - WRIGHT INDUSTRIAL	R	11/07/2018		22.10CR	087007	
	I-80242	PM SUPPLY - WRIGHT INDUSTRIAL	R	11/07/2018		109.97CR	087007	572.91
0208	POMP'S TIRE SERVICE INC							
	I-90051482	POMP'S TIRE SERVICE INC	R	11/07/2018		32.00CR	087008	
	I-90051511	POMP'S TIRE SERVICE INC	R	11/07/2018		386.74CR	087008	
	I-90051522	POMP'S TIRE SERVICE INC	R	11/07/2018		893.00CR	087008	
	I-90051736	POMP'S TIRE SERVICE INC	R	11/07/2018		65.00CR	087008	
	I-90051761	POMP'S TIRE SERVICE INC	R	11/07/2018		84.95CR	087008	1,461.69

Attachment: 11-7-18 VOUCHERS (7584 : Voucher Approval.)

10/30/2018 2:54 PM

A / P CHECK REGISTER

PAGE: 8

PACKET: 05973 NOV 2018 COUNCIL - 1 11-7-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0395	PRO ONE JANITORIAL INC I-138611	PRO ONE JANITORIAL INC	R	11/07/2018		1,125.00CR	087009	1,125.00
6948	RAY'S TIRE I-1002803 I-1003040	RAY'S TIRE RAY'S TIRE	R	11/07/2018 11/07/2018		1,016.85CR 1,053.48CR	087010 087010	2,070.33
5393	RICOH USA INC. I-5054663539	RICOH USA INC.	R	11/07/2018		259.66CR	087011	259.66
0158	ROBERT E LEE & ASSOCIATES INC I-74466 I-74467 I-74468	ROBERT E LEE & ASSOCIATES INC ROBERT E LEE & ASSOCIATES INC ROBERT E LEE & ASSOCIATES INC	R	11/07/2018 11/07/2018 11/07/2018		1,192.81CR 287.50CR 1,132.50CR	087012 087012 087012	2,612.81
1890	S I METALS AND SUPPLY I-216081	S I METALS AND SUPPLY	R	11/07/2018		46.00CR	087013	46.00
0501	SAINT MARY'S HOSPITAL I-22228	SAINT MARY'S HOSPITAL	R	11/07/2018		5.46CR	087014	5.46
0235	SAINT VINCENT HOSPITAL I-48544	SAINT VINCENT HOSPITAL	R	11/07/2018		38.52CR	087015	38.52
4875	SANOFI PASTEUR I-911316124	SANOFI PASTEUR	R	11/07/2018		278.56CR	087016	278.56
7518	PETER SCHLEINZ I-201810308769	PETER SCHLEINZ	R	11/07/2018		520.95CR	087017	520.95
7104	DALE SCHMIT I-201810308770	DALE SCHMIT	R	11/07/2018		41.98CR	087018	41.98
1494	STATE BAR CLE REGISTRATIONS I-5049769	STATE BAR CLE REGISTRATIONS	R	11/07/2018		51.38CR	087019	51.38
1528	TEAM APPAREL & SPECIALTIES INC I-111107	TEAM APPAREL & SPECIALTIES INC	R	11/07/2018		120.00CR	087020	120.00
0268	TRUCK EQUIPMENT INC I-816332-00 I-817967-00	TRUCK EQUIPMENT INC TRUCK EQUIPMENT INC	R	11/07/2018 11/07/2018		206.78CR 93.00CR	087021 087021	299.78

Attachment: 11-7-18 VOUCHERS (7584 : Voucher Approval.)

10/30/2018 2:54 PM

A / P CHECK REGISTER

PAGE: 9

PACKET: 05973 NOV 2018 COUNCIL - 1 11-7-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0272	UNIFORM SHOPPE INC							
	I-280799	UNIFORM SHOPPE INC	R	11/07/2018		199.90CR	087022	
	I-280800	UNIFORM SHOPPE INC	R	11/07/2018		241.90CR	087022	
	I-280801	UNIFORM SHOPPE INC	R	11/07/2018		425.70CR	087022	
	I-280802	UNIFORM SHOPPE INC	R	11/07/2018		95.90CR	087022	
	I-280994	UNIFORM SHOPPE INC	R	11/07/2018		121.90CR	087022	
	I-281306	UNIFORM SHOPPE INC	R	11/07/2018		1,441.45CR	087022	
	I-281311	UNIFORM SHOPPE INC	R	11/07/2018		1,542.25CR	087022	
	I-281314	UNIFORM SHOPPE INC	R	11/07/2018		52.90CR	087022	4,121.90
7210	VANDEN PLAS SANITATION INC.							
	I-36887	VANDEN PLAS SANITATION INC.	R	11/07/2018		123.60CR	087023	123.60
7246	MICHAEL VANDENBUSH							
	I-201810308771	MICHAEL VANDENBUSH	R	11/07/2018		26.95CR	087024	26.95
5772	MELISSA VANDE WETTERING							
	I-201810308772	MELISSA VANDE WETTERING	R	11/07/2018		237.21CR	087025	237.21
1355	RONALD J VANPRICE							
	I-201810308773	RONALD J VANPRICE	R	11/07/2018		132.72CR	087026	132.72
3707	VIKING ELECTRIC SUPPLY							
	I-S001958166.001	VIKING ELECTRIC SUPPLY	R	11/07/2018		364.47CR	087027	
	I-S001963815.001	VIKING ELECTRIC SUPPLY	R	11/07/2018		102.03CR	087027	466.50
7527	WI DEPT OF JUSTICE							
	I-455TIME-5627	WI DEPT OF JUSTICE	R	11/07/2018		300.00CR	087028	
	I-455TIME-5703	WI DEPT OF JUSTICE	R	11/07/2018		768.00CR	087028	1,068.00
6469	WI DOCUMENT IMAGING							
	I-47051	WI DOCUMENT IMAGING	R	11/07/2018		462.03CR	087029	462.03
7837	WINNEBAGO CO UW-EXTENSION							
	I-1241	WINNEBAGO CO UW-EXTENSION	R	11/07/2018		150.00CR	087030	150.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	91	0.00	994,779.66	994,779.66
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	2	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	93	0.00	994,779.66	994,779.66

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 11-7-18 VOUCHERS (7584 : Voucher Approval.)

10/30/2018 2:54 PM A / P CHECK REGISTER
 PACKET: 05973 NOV 2018 COUNCIL - 1 11-7-18
 VENDOR SET: 01 **** CHECK LISTING ****
 BANK : AP ASSOCIATED

PAGE: 10

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT

100	11/2018	77,677.66CR
201	11/2018	5,669.43CR
211	11/2018	394.71CR
405	11/2018	877,527.94CR
601	11/2018	21,540.82CR
650	11/2018	11,969.10CR
=====		
ALL		994,779.66CR

Attachment: 11-7-18 VOUCHERS (7584 : Voucher Approval.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 7, 2018

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Discussion and Possible Action Regarding Negotiating the Purchase of Public Property.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 7, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Future Agenda Items.
