



Common Council

Regular Meeting

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

Agenda

Tuesday, October 4, 2022

7:30 PM

Council Chambers and Virtual

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 **October 4, 2022** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The public may attend the meeting either in person in the Council Chambers or electronically/telephonically. Electronic or telephonic access to the meeting is provided below:

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

OR

You can also dial in using your phone.
United States (Toll Free): [1 866 899 4679](tel:18668994679)
United States: [+1 \(312\) 757-3117](tel:+13127573117)
Access Code: 154-883-285

This meeting may also be rebroadcast on TV throughout the week and available on demand at <http://deperecitywi.igm2.com/>.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the September 20, 2022 Common Council meeting.
4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
5. Proclamation Celebrating 150 Years of De Pere Fire Rescue.
6. Annual update on Police Social Worker Position.
7. Recommendation from the Board of Park Commissioners to Accept a \$250 Donation from Pink Flamingos to the Recreation Scholarship Fund.
8. Recommendation from the Board of Park Commissioners to Accept a \$300 Donation from Pink Flamingos toward a Chalk Liner for Legion Park Ball Diamond.
9. Recommendation from the Board of Park Commissioners to Accept an \$800 Donation from WI United FC for Grass Seed and Services to Oversee the Soccer Fields at Southwest Park.
10. Recommendation from the Board of Park Commissioners to Accept Donation from WI United FC of Two Premier Goals Valued at \$15,000 for Field 1 at Southwest Park.
11. Recommendation from Plan Commission to approve an amended Precise Implementation Plan for a 13 building Phase 2-3 storage condos establishment at 701 Millennium CT (Parcel WD-D0015-2-1).

12. Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage License for De Pere Deacons Hockey Team, Inc. (DBA De Pere Deacons Hockey Team, Inc.) 1450 Ft. Howard Ave. Submitted by De Pere Deacons Hockey Team, Inc.; Agent David Lepp, Green Bay, WI.
13. Recommendation from the License Committee on an application for Change of Agent for Walgreens #15637, 150 S. Wisconsin St.
14. Resolution #22-83 Authorizing Agreement Between Bungalow Holdings, LLC and the City of De Pere for "The Bungalows of De Pere" Single-Family Housing Development (Parcel WD-D0034 and Part of Parcels WD-D0035 and WD-D0031).
15. Resolution #22-84 Authorizing Development Agreement Regarding the Sale and Purchase of Property Between the City of De Pere and One Source Technologies, Inc. (Parcel ED-2382).
16. Appointment to the Board of Review by Mayor Boyd.
17. Voucher approval.
18. Future agenda items.
19. Consideration and Possible Action on Request of the City Attorney's Office to Waive Conflict of Interest

PLEASE TAKE NOTICE THAT, pursuant to Wis. Stats. §19.85(1)(g), the Council may convene in closed session for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

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.

20. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
David Lepp
Thomas Finendale
Bryan Vande Hei, Pink Flamingos
Dale Rhodes, WI United FC



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 4, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the September 20, 2022 Common Council meeting.

ATTACHMENTS:

- 9-20-22 Common Council Minutes_Draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, September 20, 2022

7:30 PM

Council Chambers and Virtual

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

Attendee Name	Title	Status	Arrived
Dan Carpenter	Aldersperson	Present	
Pamela Gantz	Aldersperson	Present	
Jonathon Hansen	Aldersperson	Present	
Amy Chandik Kundinger	Aldersperson	Present	
Shana Defnet Ledvina	Aldersperson	Present	
Devin Perock	Aldersperson	Present	
John Quigley	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	
James Boyd	Mayor	Present	

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the September 6, 2022 Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Dean Raasch, Aldersperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

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

None.

5. Presentation from the De Pere Beautification Committee.

Eben Erhard from the De Pere Beautification Committee presented an overview of the group's mission, members, funding sources, and activities during 2022.

6. Recommendation from the Board of Public Works to take no action Regarding Clock Tower Replacement.

RESULT:	APPROVED RECOMMENDATION TO TAKE NO ACTION [UNANIMOUS]
MOVER:	Jonathon Hansen, Aldersperson
SECONDER:	Dean Raasch, Aldersperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

7. Recommendation from Finance & Personnel Committee to accept donation in the amount of \$1,000 from Renaissance Assisted Living for the Fire Department.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

8. Recommendation from Finance & Personnel Committee to approve the Fire Department's Request to Support Tactical Emergency Medical Services (TEMS) Medics on SWAT Team.

Fire Chief Al Matzke explained that it is best practice to embed medical providers in the SWAT team, and answered questions about the medics' role on the team.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

9. Recommendation from Finance & Personnel Committee to approve the request for a Therapy Dog Program for the Fire Department.

Fire Chief Al Matzke answered questions about the therapy dog's handler, as well as the vendor/trainer they hope to use.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

10. Recommendation from Finance/Personnel Committee to create an Employee Referral Program.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Quigley, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

11. Recommendation from Finance/Personnel Committee to Approve Various Changes to the City Policy Manual.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Devin Perock, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

12. Recommendation from the Finance/Personnel Committee to Approve Emergency Funding for Legion Pool Repairs.

City Administrator Larry Delo confirmed that funds will come from the pool referendum.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

13. Recommendation from Finance/Personnel Committee to Authorize Expenditure of \$7,233 to Purchase one handheld radar unit, 3 rechargeable light units, 2 Portable Alcohol Breath Testers, and 12 Emergency Door Entry Crowbars from the Wisconsin Grant Allocated to the De Pere Police Department.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

14. Ordinance #22-07 Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

15. Ordinance #22-08 Establishing Salaries for Elected Officials for the City of De Pere (2024-2025).

RESULT:	ADOPTED BY ROLL CALL VOTE [6 TO 2]
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Gantz, Hansen, Kunding, Ledvina, Perock, Quigley
NAYS:	Dan Carpenter, Dean Raasch

16. Resolution #22-79 Authorizing Services Agreement with GovernmentJobs.com, Inc., d/b/a NEOGOV (Onboard Subscription Platform).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

17. Resolution #22-80 Authorizing Intergovernmental Cooperative Agreement to Satisfy Eligibility for the Wisconsin Recycling Consolidation Grant for Calendar Year 2023.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

18. Resolution #22-81 Second Amendment to Intergovernmental Agreement Between the City of De Pere and Town of Ledgeview Regarding Crossing Guard Service.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

19. Resolution #22-82 Authorizing Agreement Between the City of De Pere and Wisconsin Humane Society, Inc. for Stray and Impound Animal Shelter Services.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

20. Appointments to boards and commissions by Mayor Boyd.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Devin Perock, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

21. Voucher approval.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	John Quigley, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

22. Future agenda items.
None.

23. Discussion and Possible Action on Personnel Matter.

Alderperson Raasch moved, seconded by Alderperson Gantz to enter into closed session at 8:09 PM. Upon vote, motion carried unanimously. Alderperson Ledvina moved, seconded by Alderperson Kundinger to open the meeting at 8:45 PM. Upon vote, motion carried unanimously.

24. Adjournment.

Aldersperson Carpenter moved, seconded by Aldersperson Quigley to adjourn the meeting at 8:46 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 4, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 4, 2022

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Proclamation Celebrating 150 Years of De Pere Fire Rescue.

ATTACHMENTS:

- PROCLAMATION- De Pere Fire Rescue 150th - Final (PDF)

PROCLAMATION

Celebrating 150 Years of De Pere Fire Rescue

WHEREAS, in 1872, the De Pere Fire Company officially organized into a city department, making our current year of 2022 the 150th anniversary of this department; and

WHEREAS, throughout the past 15 decades, De Pere Fire Rescue has provided a superior level of emergency service to De Pere that has continually improved the quality of life, health, and safety of our community; and

WHEREAS, De Pere Fire Rescue has evolved into a current unit of 52 individuals and two fire stations, protecting our population of more than 25,000 individuals that spans 12 square miles; and

WHEREAS, De Pere Fire Rescue also covers an area of the Town of Ledgeview, the Town of Lawrence and an area of Ashwaubenon for Emergency Medical Rescue. Combined, this covers over 25 square miles with an additional population of over 10,000 people; and

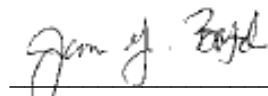
WHEREAS, beyond its emergency services, De Pere Fire Rescue also continues to pride itself in building strong relationships as an active, positive partner in our community, regularly visiting schools and assisted living facilities, strengthening bonds with area businesses, and utilizing media opportunities to inform, educate and serve De Pere; and

WHEREAS, as October is fire prevention month, we find it appropriate to recognize all that De Pere Fire Rescue does to protect our community both now and throughout its illustrious history in the City of De Pere.

NOW, THEREFORE, I, James Boyd, Mayor of the City of De Pere, acknowledge and celebrate the 150-year history of De Pere Fire Rescue. I ask the citizens of De Pere to join me in thanking our fire fighters, staff and EMT workers, past and present, for their service and dedication to our community. Their tremendous skill, bravery and compassion in difficult circumstances does not go unnoticed, and we appreciate all they do to keep our community safe.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of De Pere, Wisconsin, this 28th day of September 2022.

CITY OF DE PERE, WISCONSIN



James G. Boyd, Mayor



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 4, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Annual update on Police Social Worker Position.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 4, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to Accept a \$250 Donation from Pink Flamingos to the Recreation Scholarship Fund.

The Board of Park Commissioners, at the September 15, 2022 meeting, approved accepting a \$250 donation from the Pink Flamingos to the Recreation Scholarship Fund. The above motion passed unanimously with a 7-0 vote.

ATTACHMENTS:

- 2022 Pink Flamingo Rec Scholarship donation of \$250 (DOCX)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Don Melichar
Date: September 6, 2022

RE: **Approve Donation from Pink Flamingo Classic, Inc**

This memo is to seek the Board of Park Commissioner's approval for the De Pere Parks, Recreation and Forestry Department to accept a donation of \$250 from the Pink Flamingo Classic, Inc. to be placed in the Recreation Scholarship Fund. The Pink Flamingo group has made numerous contributions to the Rec Scholarship Fund and the department is very much appreciative.

Thank you for your consideration in this matter. If you have any questions, concerns or comments, please do not hesitate to contact me.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 4, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to Accept a \$300 Donation from Pink Flamingos toward a Chalk Liner for Legion Park Ball Diamond.

The Board of Park Commissioners, at the September 15, 2022 meeting, approved accepting a \$300 donation from the Pink Flamingos toward a chalk liner for the Legion Park ball diamond. The above motion passed unanimously with a 7-0 vote.

ATTACHMENTS:

- 2022 Pink Flamingo Chalk liner for Legion Park of \$300 (DOCX)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Don Melichar
Date: September 6, 2022

RE: **Approve Donation from Pink Flamingo Classic, Inc.**

This memo is to seek the Board of Park Commissioner's approval for the De Pere Parks, Recreation and Forestry Department to accept a donation of approximately \$300 from the Pink Flamingo Classic, Inc. to be used to purchase a new chalk liner for Legion Park ball diamond. The Pink Flamingo group has made numerous contributions for various amenities at the ball diamond and the department is very much appreciative.

Thank you for your consideration in this matter. If you have any questions, concerns or comments, please do not hesitate to contact me.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 4, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to Accept an \$800 Donation from WI United FC for Grass Seed and Services to Overseed the Soccer Fields at Southwest Park.

The Board of Park Commissioners, at the September 15, 2022 meeting, approved accepting a \$800 donation from WI United FC for grass seed and services to oversee the soccer fields at Southwest Park. The motion passed unanimously with a 7-0 vote.

ATTACHMENTS:

- 2022 Wisconsin United FC-Select Soccer donation of \$800 seeding 9-6-22 (DOCX)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Don Melichar
Date: September 6, 2022

RE: **Approve Donation from Wisconsin United FC – De Pere (formerly Select Soccer)**

This memo is to seek the Board of Park Commissioner's approval for the De Pere Parks, Recreation and Forestry Department to accept a donation of approximately \$800 of grass seed and services to overseed the fields of SW Park from Wisconsin United FC.

Staff will work with the soccer group on the timing of the overseeding. This activity will help to repair some of the weaker and barren areas of the fields and will help to thicken the grass on the fields that are lightly worn by use. The soccer group has made numerous contributions for various services and structures at the park and the department is very much appreciative.

Thank you for your consideration in this matter. If you have any questions, concerns, or comments, please do not hesitate to contact me.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 4, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to Accept Donation from WI United FC of Two Premier Goals Valued at \$15,000 for Field 1 at Southwest Park.

The Board of Park Commissioners, at the September 15, 2022 meeting, approved accepting a donation from WI United FC of two premier soccer goals, valued at \$15,000, for field 1 at Southwest Park. The donation was approved unanimously with a 7-0 vote.

ATTACHMENTS:

- 2022 Wisconsin United FC-Select Soccer donation of \$15000 for 2 goals 9-6-22 (DOCX)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Don Melichar
Date: September 6, 2022

RE: **Approve Donation from Wisconsin United FC – De Pere (formerly Select Soccer)**

This memo is to seek the Board of Park Commissioner's approval for the De Pere Parks, Recreation and Forestry Department to accept a donation of 2 goals valued at approximately \$15,000 (\$7500 each) from Wisconsin United FC.

Wisconsin United FC purchased 2 Quick goal Copa Premier goals from the Bayern Munich vs Man City soccer match at Lambeau and wishes to donate them to the City to be used on field #1 at SW Park. Staff will work with the soccer group on transporting and securing the goals. The soccer group has made numerous contributions for various services and structures at the park and the department is very much appreciative.

Thank you for your consideration in this matter. If you have any questions, concerns, or comments, please do not hesitate to contact me.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 4, 2022

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from Plan Commission to approve an amended Precise Implementation Plan for a 13 building Phase 2-3 storage condos establishment at 701 Millennium CT (Parcel WD-D0015-2-1).

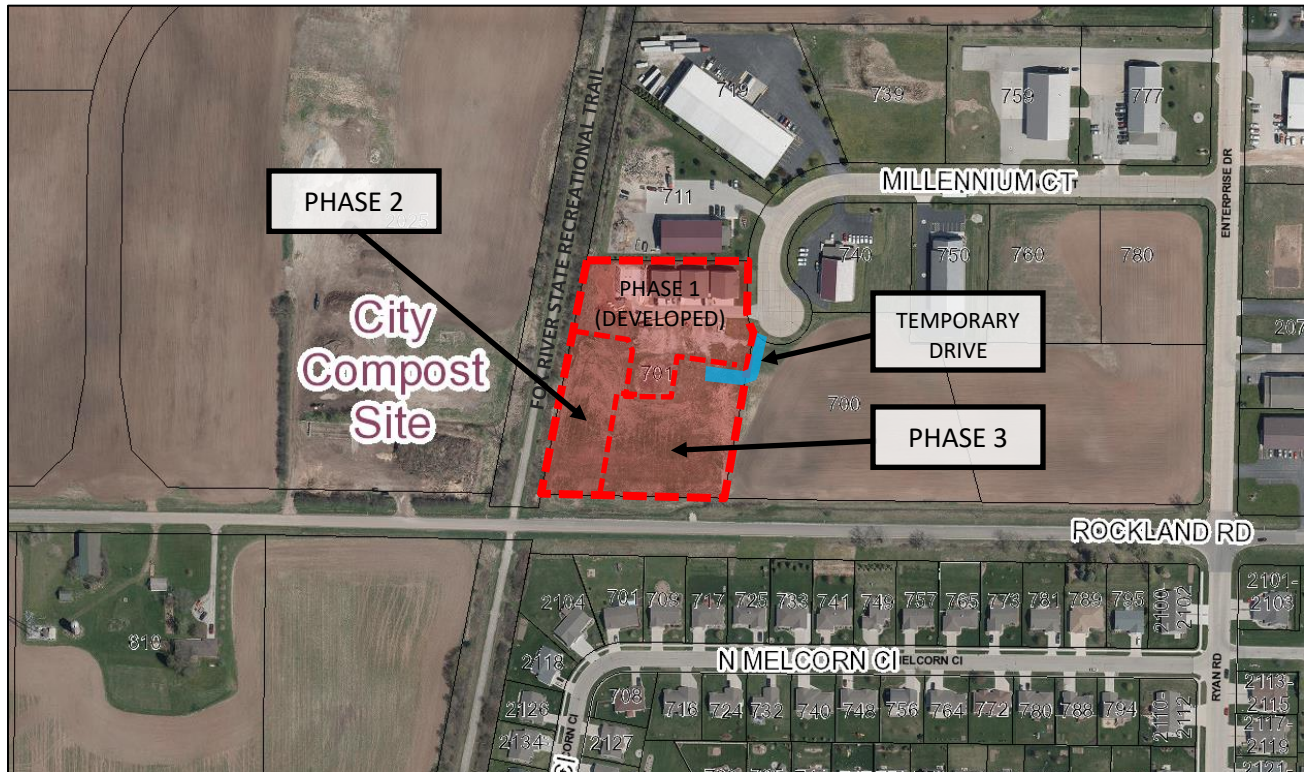
On September 26, 2022, Plan Commission recommended approval of the Precise Implementation, with conditions, by a vote of 7-0.

ATTACHMENTS:

- PC Report - Amended PIP - Storage Condos (DOCX)
- Application Form - PIP - No Fee Required (PDF)
- Amended PIP - REVISED4 PRELIMINARY - 09 Aug 2022 (PDF)

- ITEM 4:** Consideration and possible action on an amended Precise Implementation Plan for a 13 building Phase 2-3 storage condos establishment at 701 Millennium CT (Parcel WD-D0015-2-1). *

SITE MAP



REQUESTED ACTION: Amended Precise Implementation Plan (PIP) request.

Plan Commission reviewed a three phase PIP for storage condos in August 2006. This amendment is for Phases two and three.

COMMON DESCRIPTION: 701 Millennium CT, , located at the west end of Millennium CT, which intersects with Enterprise DR.

ZONING: I-3 PDD (General Industrial District with a with a Planned Development District overlay).

SURROUNDING LAND USES: Industrial Park (I-3) to the north and east.
Industrial Park (I-1) and Fox River State Recreational Trail (R-2) to the west.
Undeveloped Business Park (B-2) to the southwest.
Single Family Residential (R-1 PDD) to the south.

COMPREHENSIVE PLAN: Industrial Park.

APPLICANT / OWNER: Authorized Representative and Property Owner
Dave Anderson
Town and Country Development LLC
1855 Cottonwood CT
De Pere, WI 54115

SITE HISTORY:

The agricultural site was developed as an industrial park in the 1990's. The original PDD and PIP were approved in 2006. An amended PIP for Phase 1 was approved in 2013.

**PROJECT SUMMARY
AND STAFF REVIEW:**

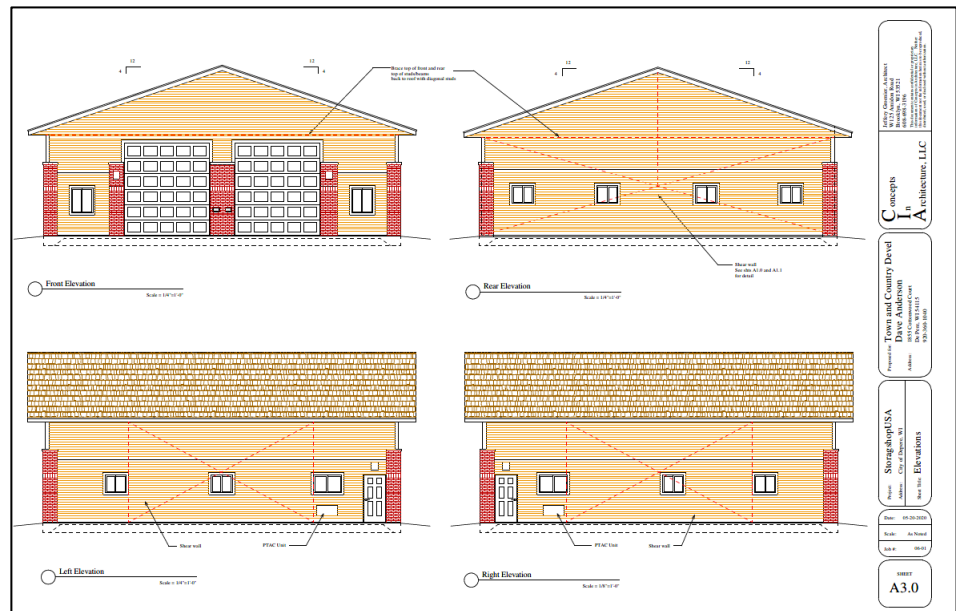
The amended PIP proposes Phase 2 and Phase 3 in a similar layout and design to what was proposed in 2006. Due to time and changes in development requirements the following general items are different from the 2006 review:

- A water meter house has been added near the entry drive.
- The storm water management pond in the Phase 1 area has been updated to accommodate stormwater.
- Landscaping and trees have been added within the parking areas and along Rockland RD.
- A temporary drive has been added that provides construction access across City-owned property. Details for maintaining and removing the temporary drive will be established with a Revocable Occupancy Permit (ROP).

Proposed PIP Site Landscape Plan:**Project Summary**

The applicant provided the attached information for the PIP review. The project scope includes constructing 13 new 2,500 SF buildings as two-unit condominiums. Each unit has its own warehouse, office, and at least 2 stalls for parking. The project will be completed in two phases within five years.

Phase Number	Number of Units	Number of Buildings	Completion Date
Phase 1	16	8	Complete
Phase 2	10	5	Aug 2022 – Sep 2024
Phase 3	16	8	Sep 2024 – Sep 2027
TOTAL	42	21	Sep 2027



Proposed Uses

The permitted in the I-3 District are allowed.

Proposed Yard Requirements

The yard requirements in the I-3 District. The following setbacks were previously established by Plan Commission for the property:

- Front Yard Setback (Millennium CT - northeast): 20'
- Interior Side Yard Setback (north): 15'
- Interior Side Yard Setback (east): 10'
- Rear Yard Setback (west): 15'
- Rear Yard Setback (Rockland RD - south): 25'

Proposed Building façade materials

To match the design from Phase 1, the building façade includes brick, LP Smartside (engineered wood), and glass windows. The driveway facing building front of each building has two 12' by 13' overhead doors for warehouse access. The doors face the private drives, not the public streets.

Proposed Parking

Phase 1 has 33 existing stalls, Phase 2 will add 29 stalls, and Phase 3 will add 41 more stalls for a total of 103 stalls, which exceeds the parking requirement of 88 parking stalls.

Proposed access

The primary access is from an existing drive at the west side of the Millennium CT cul-de-sac bulb. No new permanent drives are proposed; direct access to Rockland RD is restricted. A temporary drive will be added to the south end of the cul-de-sac bulb for construction purposes only during the spring to fall months. The temporary drive cuts across city-owned property.

Proposed Signage

The existing monument sign on Millennium CT is the only sign for the property.

No new signage is allowed. No signage facing Rockland RD is allowed.

Landscaping

The landscape plan identifies 17 new trees and 31 new shrubs. Four of the proposed trees are along Rockland Road at the side and rear of units 26-33.

Conclusion

The PIP complies with most of the City's development design standards including building design, landscaping, signage, parking/loading, and accommodation of pedestrian and bicycle traffic.

STAFF RECOMMENDATION: Staff recommends approval of the Precise Implementation Plan (PIP) for a 13 building Phase 2-3 storage condos establishment at 701 Millennium CT, subject to the conditions referenced below that are required prior to obtaining occupancy permits:

1. Provide the storm water maintenance agreement for this development. If none exists, a new agreement will need to be established. Engineering can provide a template for this agreement.
2. If the Precise Implementation Plan is approved by Common Council, a Revocable Occupancy Permit will be issued for the temporary driveway after the petitioner files for building permits with the Inspection Division. Conditions agreed upon by the petitioner and City will be included in the Revocable Occupancy Permit.

	CITY OF DE PERE REVISED APPLICATION FOR SITE PLAN REVIEW	Fee: \$ 305.00
		Receipt #: _____
		Date: _____

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) Town and County Development, LLC	Authorized Representative Dave Anderson	Title Owner	
Mailing Address 1855 Cottonwood Court	City DePere	State WI	ZIP Code 54115
Email Address dave@andersonhome.com	Phone Number (incl. area code) 920-360-1040	Fax Number (incl. area code)	

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

Name (Ind. Org. or Entity) Same as above	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 701 Millennium Court	Parcel No. ED-3090
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SECTION 4: Project Information

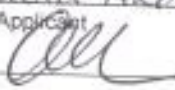
Existing Zoning:	I-3		
Present Use of Parcel:	VACANT		
Proposed Use of Parcel:	Industrial & Hobbyist Workshops		
Estimated Start Date:	APRIL, 2022	Estimated Completion Date:	APRIL, 2027

Please submit 1 hard copy 24x36, 1 hard copy 11x17 and 1 PDF copy of the submittal.

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) David Anderson	Title Managing Member	Phone Number 920-360-1040
Signature of Applicant 		Date Signed 3/15/22

TO BE COMPLETED BY CITY STAFF

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



Appleton Regional Office
 3215 W. Lawrence Street, Suite 6
 Appleton, WI 54914
 920.733.2800

August 9, 2022

Mr. Peter Schleinz
 City of De Pere
 335 South Broadway Street
 De Pere, WI 54115

Subject ***Town and Country - Storage Shop USA***
PIP Resubmittal: PIP Narrative and Response to City Comments
JSD Project No. 20-9800A

Dear Mr. Schleinz:

On behalf of Town and County Development, the enclosed information along with the narrative below is being submitted to support updating the previously approved Precise Implementation Plan (PIP) for the Storage Shop USA development located at 701 Millennium Court.

- Completed Site Plan Application
- Response letter addressing city comments (see below)
- Updated Site Development Plans (10 sheets), including the Existing Conditions Survey
- Building Elevations (3 sheets)
- Meter Building Plans (3 sheets)
- Stormwater Management Plan
- USLE Calculations
- Secondary Drive Request Letter

PIP NARRATIVE

The original PIP was submitted and approved in 2006. Phase 1 of the development has been completed. The developer is planning to complete the remaining buildings in two phases. Phase 2 will begin upon approval of the updated PIP with the intent to have the construction done over the next two or three years depending on demand. Phase 3 would follow with the ultimate goal of completing Phase 3 within five years. Estimated timeline for construction is listed on the plan sheets and as follows:

- Phase 2 - August 2022 to September 2024
- Phase 3 - September 2024 to September 2027

The plan is essentially the same as previously approved with the following exception: Phases 2 and 3 have been swapped (refer to the attached plans).

The utilities are private and will remain private. The plans include installing a master meter for the private water main.

One item to note. The original PIP approval, the building setback along Rockland Road was reduced from 40 feet to 25 feet.

**CITY COMMENTS**

The following are JSD's responses to the review comments provided by the city via email dated July 25, 2022.

Engineering Related

1. **Provide the stormwater management plan for the bioretention basin.**

JSD Response: A copy of the original Stormwater Management Plan (SWMP) is included.

2. **Provide the stormwater maintenance agreement for this development. If none exists, a new agreement will need to be established. Engineering can provide a template for this agreement.**

JSD Response: A Stormwater Maintenance Agreement is included within the SWMP.

3. **C2.0 - Provide WisDNR soil loss sediment discharge calculations and corresponding map.**

JSD Response: The USLE calculations are included in this submittal.

4. **If the developer installs their own water main, the main will need to be tested via pressure and safe sample prior to final loading.**

JSD Response: See note 3 on Utility Plan Sheet C3.0.

5. **The private sanitary sewer system both existing and proposed will need to be televised to inspect for inflow and infiltration.**

JSD Response: See note 4 on Utility Plan Sheet C3.0.

6. **The newly proposed sanitary sewer system will need to be air tested prior to occupancy.**

JSD Response: See note 5 on Utility Plan Sheet C3.0.

7. **No tees will be permitted to route water to the master meter room. The master meter already has a bypass, so a secondary bypass via tees is unnecessary. Route the water via bends in lieu of tees. The existing pipe between where the tees are proposed shall be removed.**

JSD Response: A note has been added to install 90 degree bends and remove a section of the existing water main. See Utility Plan Sheet C3.0.

8. **Identify the specified meter size. Some meters may take an extended lead-time due to global supply chain shortages.**

JSD Response: See details on Sheet C4.1. Required equipment is called out on the detail for the master meter.

Planning Related

1. The documents need to be clearly labeled "Precise Implementation Plan." Ensure that there is a document or a page that is dedicated to spelling out anything that is not conforming to the underlying zoning that is being specially requested as part of this project.

JSD Response: See Title Sheet: Precise Implementation Plan was added to the sheet.

2. Clarify that the Landscape Plan on Sheet L1.0 is to proper scale as the requested four trees (New Horizon Elm) on Rockland RD appear to be outside of the property boundaries.

JSD Response: Landscape Plan has been updated with the trees repositioned to be on the property.

3. The Legend needs to include a description for the no-access symbol to Rockland RD.

JSD Response: The legend has been updated to include the "No Access" to Rockland Road.

4. Specify the dates for the completion of Phase 2 and Phase 3 within the PIP supporting document and on the plans.

JSD Response: Dates have been added to the Site Plan Sheet C1.0 and in the PIP Narrative letter.

5. Note 12 on Sheet 1 of 1 should be removed as the note references the future expansion of "unit 50." It appears that the PIP is referencing that expansion. Please note that if the expansion is done as a "Condominium Plat," that plat will need to be reviewed and approved by the city and Brown County.

JSD Response: Note 12 has been removed. Noted the Condominium Plat will be expanded when/if needed.

6. The plans include a design for a temporary driveway; However, no formal request for the temporary driveway has been made. If the temporary driveway is no longer needed, then it should be removed from the plans.

JSD Response: Temporary drive entrance is shown on the plans and a copy of the formal request letter is included in the resubmittal documents.



If you have any questions or require additional information, please let me know. I can be reached by phone at 920-733-2800, ext. 221, or via email at paul.phillips@jsdinc.com.

Sincerely,

JSD Professional Services, Inc.

A handwritten signature in blue ink that reads 'Paul M. Phillips'.

Paul M. Phillips, P.E.
Senior Project Consultant

Enclosures

c: Dave Anderson, Town and County Development



City of De Pere
 c/o Peter Schlein, Senior Planner / Zoning Administrator
 335 South Broadway
 De Pere, WI 54115

To Whom It May Concern:

Town & Country Development, in conjunction with its 2022 Precise Implementation Plan submittal for 701 Millennium Court, De Pere, WI is requesting temporary drive / truck access via the parcel to the east (parcel ED-2311).

The reason for the second drive request is that the concrete trucks and truss delivery trucks are so heavy that they would damage the new asphalt just installed on the interior streets. Normally we would build our way out of a development to avoid this problem, but this development was started by a different developer. In addition to this rationale, temporary access to the development from Rockland Road was denied. So, the only access is via Millennium Court.

In preliminary discussions on this topic, the City has expressed specific concerns. Those concerns will be addressed below and a document will ultimately be created that details these usage agreements in some sort of Occupancy Permit addendum.

- 1) **Usage Duration**: The City has suggested a specific day/year be identified up front for how long we would need this secondary access. If we knew how quickly the condos would sell, we could and would provide these details. Unfortunately, we can only guess on sales forecasts. So in lieu of a specific end date, we are suggesting an annual agreement. The City would have the opportunity to review, adjust, and approve the details of the agreement annually. This will be stipulated in the Addendum.
- 2) **Usage Type**: The City is concerned that the access would be used by Condo owners, not just construction vehicles. We will post the entrance "For Construction Vehicles Only". We can also add removeable barriers to discourage casual usage. The City would be welcome to monitor the usage as they see fit, and incorporate the actual usage in their decision-making regarding any annual renewals. This will be stipulated in the Addendum. From a practical standpoint, the condo owners would much prefer to drive their vehicles on the installed asphalt roads versus the gravel temp drive.
- 3) **Seasonal Usage**: The City has commented that placement of a temporary driveway would only be allowed during the summer weather seasons. We are suggesting that no ramps would be placed in the street in fall/winter/spring seasons when there are

1855 Cottonwood Ct. De Pere, WI 54115
 920-360-1040



chances of snow removal in the street. The temporary drive would be blocked off from use, and the ramps would be removed during that time. We can stipulate specific days/months of usage in the Addendum.

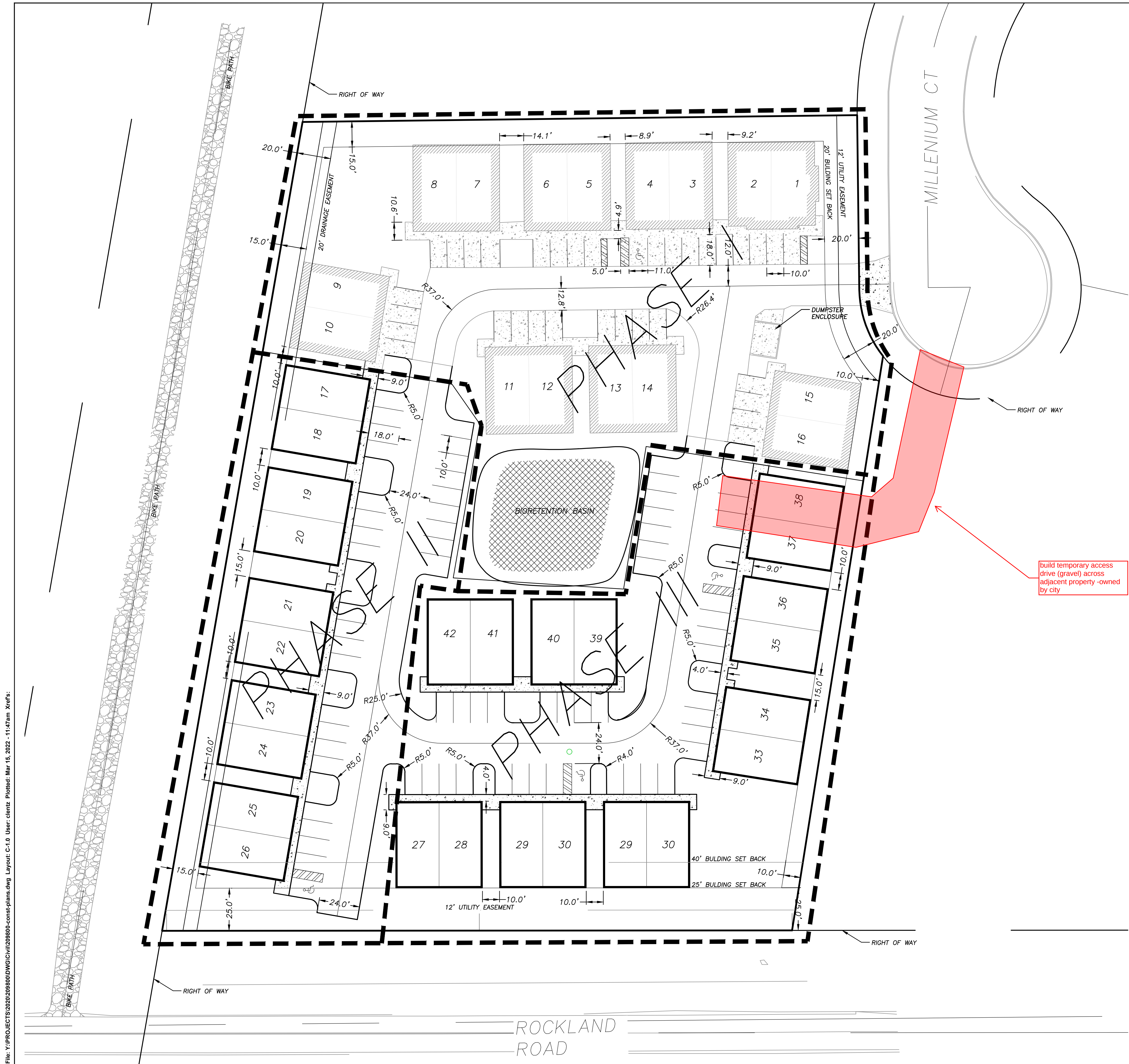
- 4) **Water Flow**: The City is concerned that the temporary curb ramps do not impede the natural storm water flow and management via curb & gutter. The ramps will be installed in such a manner that they do not impede the flow of storm water in the street, ROW, and on the property (e.g. water flowing along the gutters to a storm drain, dirt, etc.). This will be stipulated in the Addendum.
- 5) **Property Sale**: The City must be able to sell the property encumbrance-free from this agreement. In the event the City has an accepted offer to purchase Parcel Ed-2311, all rights and agreements of the contemplated Addendum would be void, and Town & Country Development would have 30-day's notice to restore said parcel to original condition. This will be stipulated in the Addendum.
- 6) **City Planning**: The City is concerned that some unplanned, unforeseeable event would require the Temporary Occupancy Permit to be revoked earlier than the proposed one-year period. We will stipulate in the Addendum that this agreement is revocable with a 30-day notice period. Town & Country Development would have 30-day's notice to restore said parcel to original condition. This will be stipulated in the Addendum.

We have attempted to address all known City concerns over this request. Please do reach out to us for any other concerns. We are flexible and looking for a win/win solution to completing this development project.

Kind Regards,

David Anderson
 Managing Member
 Town & Country Development, LLC

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LEGEND

PROPERTY LINE

RIGHT-OF-WAY

EASEMENT LINE

BUILDING SETBACK LINE

BUILDING OUTLINE

EDGE OF PAVEMENT

ASPHALT PAVEMENT

CONCRETE PAVEMENT

STORMWATER MANAGEMENT AREA

Parking Lot Plan Site Information Block

Site Address701 MILLENIUM CT

Site acreage (total)3.922

Number of building stories (above grade)1

DILHR type of construction (new structures or additions)N/A

Total square footage of building21 buildings at 2500

Use of propertyCondominium

Gross Square Feet of officeN/A

Gross Square Feet of retailN/A

Number of employees in warehouseN/A

Number of employees in production areaN/A

Capacity of restaurant/place of assemblyN/A

PARKING TABLE

	REGULAR	ADA
PHASE 1	32	1
PHASE 2	29	1
PHASE 3	39	2
TOTAL	100	104

north

SCALE IN FEET

30'

0

30'



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3215 WEST LAWRENCE STREET, SUITE 6
APPLETON, WI 54914
P. 920.733.2800

CLIENT:
TOWN & COUNTY
DEVELOPMENT

CLIENT ADDRESS:
1855 COTTONWOOD COURT
DE PERE, WI 54115

PROJECT:
STORAGE CONDOS
SITE IMPROVEMENTS

PROJECT LOCATION:
701 MILLENIUM COURT
DE PERE, WI 54115

PLAN MODIFICATIONS:

#	Date:	Description:
1	03-15-2022	UPDATED PIP SUBMITTAL
2		
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Designed By: CGL

Reviewed By: PMP/EJD

Approved By: PMP

SHEET TITLE:
OVERALL SITE PLAN

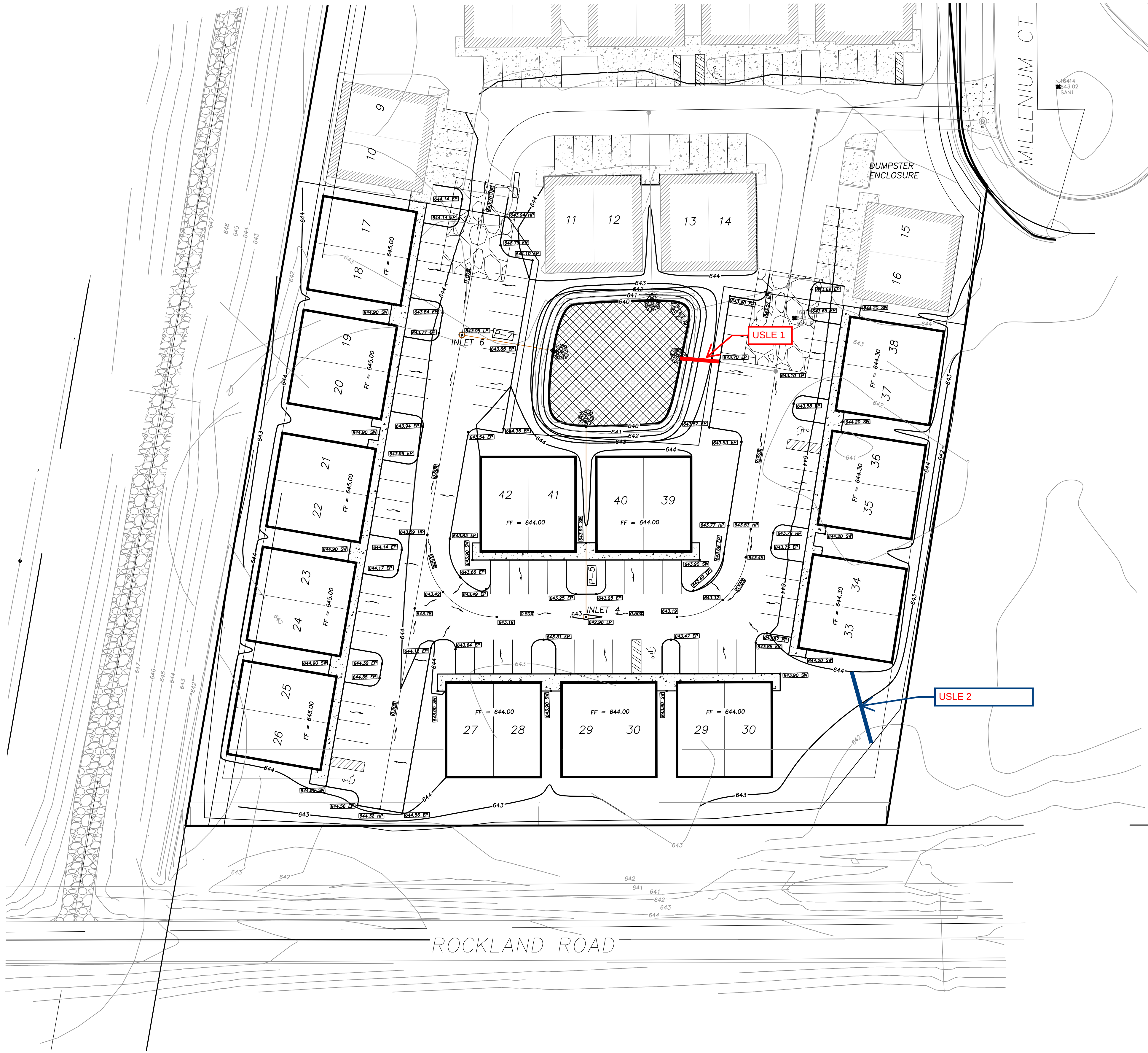
SHEET NUMBER:
C1.0

JSD PROJECT NO: 20-9800A



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LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY
- EASEMENT LINE
- BUILDING OUTLINE
- BUILDING OVERHANG
- EDGE OF PAVEMENT
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- PROPOSED 1 FOOT CONTOUR
- PROPOSED 5 FOOT CONTOUR
- EXISTING 1 FOOT CONTOUR
- EXISTING 5 FOOT CONTOUR
- DRAINAGE DIRECTION
- GRADE BREAK
- STORMWATER MANAGEMENT AREA
- FENCE
- SILT FENCE
- RIP-RAP
- CONSTRUCTION ENTRANCE
- EROSION MATTING
- TURF REINFORCEMENT MATTING
- SPOT ELEVATION
 - EP - EDGE OF PAVEMENT
 - FG - FINISH GRADE
 - EC - EDGE OF CONCRETE
 - BOC - BACK OF CURB
 - MATCH - MATCH EXISTING GRADE
 - HP - HIGH POINT
 - SW - SIDEWALK
- DITCH CHECK

PROPOSED STORM SEWER STRUCTURES SCHEDULE					
LABEL	INVERT ELEV. (FT)	RIM ELEV. (FT)	DEPTH (FT)	STRUCTURE DESCRIPTION	NOTES
INLET NO. 4	640.63	642.96	2.33	36" DIA. CATCH BASIN	IN-BELL GRATE
INLET NO. 6	641.21	643.05	1.81	36" DIA. CATCH BASIN	IN-BELL GRATE

PROPOSED STORM SEWER PIPE SCHEDULE							
PIPE LABEL	TO	DISCHARGE (I.E.) (FT)	FROM	INVERT (I.E.) (FT)	LENGTH (FT)	SLOPE (%)	PIPE SIZE AND TYPE
P-5	BIORETENTION	640.23	INLET NO. 4	640.63	100	0.40%	15" HDPE
P-7	BIORETENTION	640.50	INLET NO. 6	641.21	47	1.50%	8" HDPE



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APPLETON, WI 54914
P. 920.733.2800

CLIENT:

TOWN & COUNTY
DEVELOPMENT

CLIENT ADDRESS:

1855 COTTONWOOD COURT
DE PERE, WI 54115

PROJECT:

STORAGE CONDOS
SITE IMPROVEMENTS

PROJECT LOCATION:

701 MILLENIUM COURT
DE PERE, WI 54115

PLAN MODIFICATIONS:

#	Date:	Description:
1	03-15-2022	UPDATED PIP SUBMITTAL
2		
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Designed By: CGL
Reviewed By: PMP/EJD
Approved By: PMP

SHEET TITLE:

GRADING & EROSION
CONTROL PLAN

SHEET NUMBER:

C2.0

JSD PROJECT NO: 20-9800A



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Soil Loss & Sediment Discharge Calculation Tool

for use on Construction Sites in the State of Wisconsin

WDNR Version 2.0 (06-29-2017)



YEAR 1

Developer: TOWN & COUNTRY

Project: Storage Condos Site improvements - USLE 1

Date: 08/05/22

County: Brown

Version 1.0

Activity (1)	Begin Date (2)	End Date (3)	Period % R (4)	Annual R Factor (5)	Sub Soil Texture (6)	Soil Erodibility K Factor (7)	Slope (%) (8)	Slope Length (ft) (9)	LS Factor (10)	Land Cover C Factor (11)	Soil loss A (tons/acre) (12)	SDF (13)	Sediment Control Practice (14)	Sediment Discharge (t/ac) (15)
Bare Ground	08/22/22	09/30/22	15.5%	100	Sandy Clay Loam	0.37	18.5%	20	1.65	1.00	9.4	0.445	Sediment Basin	0.8
Seeding	09/30/22	12/01/22	8.3%	100	Sandy Clay Loam	0.37	18.5%	20	1.65	0.40	2.0	0.445	Sediment Basin	0.2
End	12/01/22	-----	-----	-----	-----	-----	18.5%	20	1.65	-----	-----	0.000	Sediment Basin	0.0
		-----	-----	-----	-----	-----	18.5%	20	1.65	-----	-----	0.000		0.0
		-----	-----	-----	-----	-----	18.5%	0	-----	-----	-----	0.000		0.0
		-----	-----	-----	-----	-----	0.0%	0	-----	-----	-----	0.000		0.0
TOTAL											11.5		TOTAL	1.0
													% Reduction Required	NONE

Notes:

See Help Page for further descriptions of variables and items in drop-down boxes.

The last land disturbing activity on each sheet must be 'End'. This is either 12 months from the start of construction or final stabilization.

For periods of construction that exceed 12 months, please demonstrate that 5 tons/acre/year is not exceeded in any given 12 month period.

NOTE: THIS TOOL ONLY ADDRESSED SOIL EROSION DUE TO SHEET FLOW. MEASURES TO CONTROL CHANNEL EROSION MAY ALSO BE REQUIRED TO MEET SEDIMENT DISCHARGE REQUIREMENTS.

Recommended Permanent Seeding Dates:

4/15-6/1 and 8/1-8/21 Turf, introduced grasses and legumes
Thaw-6/30 Native Grasses, forbs, and legumes

Designed By:	PMP
Date	8/5/2022



Soil Loss & Sediment Discharge Calculation Tool

for use on Construction Sites in the State of Wisconsin

WDNR Version 2.0 (06-29-2017)



YEAR 1

Developer:

TOWN & COUNTRY

Project:

Storage Condos Site improvements - USLE 2

Date:

08/05/22

County:

Brown

Version 1.0

Activity (1)	Begin Date (2)	End Date (3)	Period % R (4)	Annual R Factor (5)	Sub Soil Texture (6)	Soil Erodibility K Factor (7)	Slope (%) (8)	Slope Length (ft) (9)	LS Factor (10)	Land Cover C Factor (11)	Soil loss A (tons/acre) (12)	SDF (13)	Sediment Control Practice (14)	Sediment Discharge (t/ac) (15)
Bare Ground	08/22/22	09/30/22	15.5%	100	Sandy Clay Loam	0.37	6.0%	30	0.37	1.00	2.1	1.007	Silt Fence	1.3
Seeding	09/30/22	12/01/22	8.3%	100	Sandy Clay Loam	0.37	6.0%	30	0.37	0.40	0.5	1.007	Silt Fence	0.3
End	12/01/22	----	----	----	-----	----	6.0%	30	0.37	-----	----	0.000	Silt Fence	0.0
		----	----	----	-----	----	6.0%	30	0.37	-----	----	0.000		0.0
		----	----	----	-----	----	6.0%	0	----	-----	----	0.000		0.0
		----	----	----	-----	----	0.0%	0	----	-----	----	0.000		0.0
TOTAL												2.6	TOTAL	1.5
													% Reduction Required	NONE

Notes:

See Help Page for further descriptions of variables and items in drop-down boxes.

The last land disturbing activity on each sheet must be 'End'. This is either 12 months from the start of construction or final stabilization.

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4/15-6/1 and 8/1-8/21 Turf, introduced grasses and legumes
Thaw-6/30 Native Grasses, forbs, and legumes

Designed By:	PMP
Date	8/5/2022

MILLENIUM COURT - EAST SIDE

INDUSTRIAL PARK

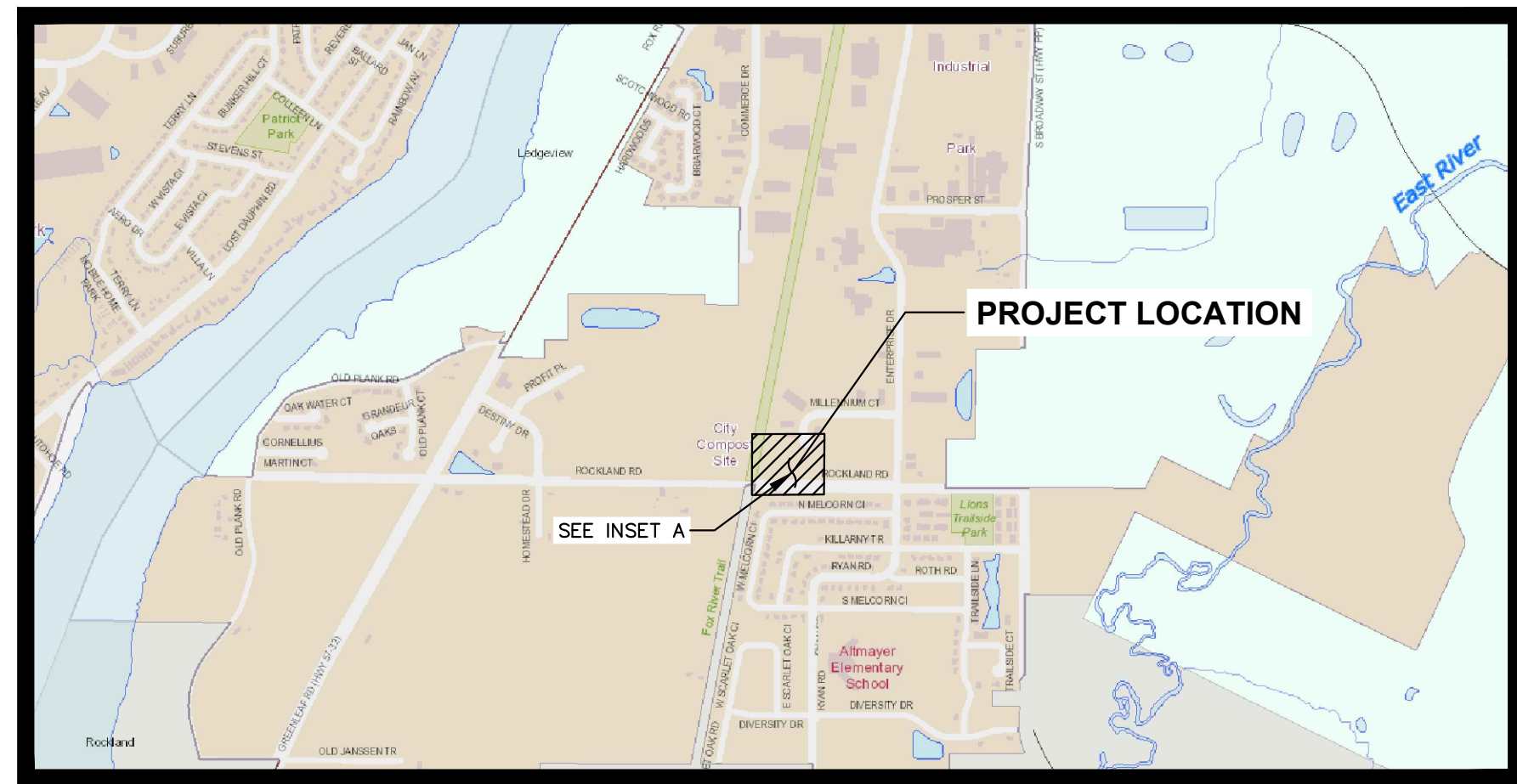
PRECISE IMPLEMENTATION PLAN

CITY OF DE PERE, WISCONSIN

DRAWING INDEX

C0.0	TITLE SHEET
C0.1	GENERAL NOTES
C1.0	OVERALL SITE PLAN
C2.0	GRADING & EROSION CONTROL PLAN
C3.0	UTILITY PLAN
C4.0	DETAILS
C4.1	DETAILS
L1.0	LANDSCAPE PLAN
L2.0	LANDSCAPE NOTES & DETAILS

ATTACHMENTS:
EXISTING CONDITIONS SURVEY BY JSD



PROJECT AREA
NOT TO SCALE



INSET A
NOT TO SCALE

PROJECT INFORMATION

TOWN & COUNTY DEVELOPMENT LLC.
CONTACT: Dave Anderson
1855 Cottonwood Ct
De Pere, WI 54115
C:920-360-1040

CIVIL CONSULTANT
JSD PROFESSIONAL SERVICES, INC.
CONTACT: Paul Phillips, PE
3215 West Lawrence Street
Appleton, WI 54914
P:920.733.2800
paul.phillips@jsdinc.com

MUNICIPAL CONTACTS

CITY OF DE PERE PLANNING AND ZONING
CONTACT: Peter Schlein, Senior Planner
335 S. Broadway Street, De Pere, WI 54115
P: 920.339.4050
pschlein@deperewi.gov



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CLIENT:
**TOWN & COUNTY
DEVELOPMENT**

CLIENT ADDRESS:
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DE PERE, WI 54115**

PROJECT:
**STORAGE CONDOS
SITE IMPROVEMENTS**

PROJECT LOCATION:
**701 MILLENIUM COURT
DE PERE, WI 54115**

PLAN MODIFICATIONS:

#	Date:	Description:
1	08-09-2022	PIP FINAL SUBMITTAL
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Designed By: CGL
Reviewed By: PMP/EJD
Approved By: PMP

SHEET TITLE:

TITLE SHEET

SHEET NUMBER:

C0.0

JSD PROJECT NO: 20-9800A



GENERAL NOTES

1. REFER TO THE EXISTING CONDITIONS SURVEY FOR EXISTING CONDITIONS NOTES AND LEGENDS.
2. ALL WORK IN THE ROW AND/OR PUBLIC EASEMENTS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER & WATER CONSTRUCTION IN WISCONSIN AND MUNICIPAL REQUIREMENTS.
3. JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES.
4. NO ADDITIONAL SIGNAGE AND NO ADDITIONAL DRIVE LANES ARE PERMITTED ALONG ROCKLAND RD.

DEMOLITION NOTES

1. THIS PLAN INDICATES ITEMS ON THE PROPERTY INTENDED FOR DEMOLITION BASED ON THE CURRENT SITE DESIGN THAT HAVE BEEN IDENTIFIED BY A REASONABLE OBSERVATION OF THE EXISTING CONDITIONS THROUGH FIELD SURVEY RECONNAISSANCE, "DIGGER'S HOTLINE" LOCATION, AND GENERAL "STANDARD OF CARE". THERE MAY BE ADDITIONAL ITEMS THAT CAN NOT BE IDENTIFIED BY A REASONABLE ABOVE GROUND OBSERVATION, OF WHICH THE ENGINEER WOULD HAVE NO KNOWLEDGE OR MAY BE A PART OF ANOTHER DESIGN DISCIPLINE. IT IS THE CONTRACTOR'S/BIDDER'S RESPONSIBILITY TO REVIEW THE PLANS, INSPECT THE SITE AND PROVIDE THEIR OWN DUE DILIGENCE TO INCLUDE IN THEIR BID WHAT ADDITIONAL ITEMS, IN THEIR OPINION, MAY BE NECESSARY FOR DEMOLITION. ANY ADDITIONAL ITEMS IDENTIFIED BY THE CONTRACTOR/BIDDER SHALL BE IDENTIFIED IN THE BID AND REPORTED TO THE ENGINEER OF RECORD. JSD TAKES NO RESPONSIBILITY FOR ITEMS ON THE PROPERTY THAT COULD NOT BE LOCATED BY A REASONABLE OBSERVATION OF THE PROPERTY OR OF WHICH THEY WOULD HAVE NO KNOWLEDGE.
2. CONTRACTOR SHALL KEEP ALL STREETS AND PRIVATE DRIVES FREE AND CLEAR OF ALL CONSTRUCTION RELATED DIRT, DUST AND DEBRIS.
3. ALL TREES WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED UNLESS SPECIFICALLY CALLED OUT FOR PROTECTION. ALL TREES TO BE REMOVED SHALL BE REMOVED IN THEIR ENTIRETY AND STUMPS SHALL BE GROUND TO PROPOSED SUBGRADE.
4. ABANDONED/REMOVED ITEMS SHALL BE DISPOSED OF OFF SITE UNLESS OTHERWISE NOTED.
5. CONTRACTOR TO REPLACE ALL SIDEWALK AND CURB AND GUTTER ABUTTING THE PROPERTIES, WHICH IS DAMAGED BY THE CONSTRUCTION, OR ANY SIDEWALK AND CURB AND GUTTER THAT THE CITY ENGINEER DETERMINES NEEDS TO BE REPLACED BECAUSE IT IS NOT AT A DESIRABLE GRADE REGARDLESS OF WHETHER THE CONDITION EXISTED PRIOR TO BEGINNING CONSTRUCTION.
6. PRIOR TO CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR:
 - 6.1. EXAMINE ALL SITE CONDITIONS RELATIVE TO THE CONDITIONS INDICATED ON THE ENGINEERING DRAWINGS. ANY DISCREPANCIES ARE TO BE REPORTED IMMEDIATELY TO THE ENGINEER AND RESOLVED PRIOR TO THE START OF CONSTRUCTION.
 - 6.2. VERIFYING UTILITY ELEVATIONS AND NOTIFYING ENGINEER OF ANY DISCREPANCIES. NO WORK SHALL BE PERFORMED UNTIL THE DISCREPANCIES ARE RESOLVED.
 - 6.3. NOTIFYING ALL UTILITIES PRIOR TO THE REMOVAL OF ANY UNDERGROUND UTILITIES.
 - 6.4. NOTIFYING THE DESIGN ENGINEER AND LOCAL CONTROLLING MUNICIPALITY 48 HOURS PRIOR TO THE START OF CONSTRUCTION TO ARRANGE FOR APPROPRIATE CONSTRUCTION INSPECTION.
7. ANY UTILITIES, WHICH ARE DAMAGED BY THE CONTRACTORS, SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.
8. CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY DURING THE CONSTRUCTION OF THESE IMPROVEMENTS.
9. CONTRACTOR TO COORDINATE PRIVATE UTILITY REMOVAL / ABANDONMENT AND NECESSARY RELOCATION WITH RESPECTIVE UTILITY COMPANY. COORDINATION REQUIRED PRIOR TO CONSTRUCTION.
10. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE APPROVED MUNICIPALITY RECYCLING PLAN.
11. ANY CONTAMINATED SOILS SHALL BE REMOVED IN ACCORDANCE WITH FEDERAL AND STATE REGULATIONS TO AN APPROVED LANDFILL.
12. ALL EXISTING UTILITIES TO BE FIELD LOCATED AND FLAGGED BY CONTRACTOR.
13. ALL PERIMETER EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO THE START OF DEMOLITION ACTIVITIES.
14. CONTRACTOR TO REMOVE EXISTING UTILITY PIPE OR PROVIDE PIPE BACK-FILLING AFTER REMOVAL OF EXISTING UTILITIES WITHIN BUILDING FOOTPRINT USING "LOW DENSITY CONCRETE/FLOWABLE FILL".
15. RESTORATION OF THE EXISTING ROADWAY RIGHT-OF-WAYS ARE CONSIDERED INCIDENTAL AND SHOULD BE PART OF THE COST OF THE UNDERGROUND IMPROVEMENTS, DEMOLITION AND REMOVAL. THIS INCLUDES CURB & GUTTER, SIDEWALK, TOPSOIL, SEEDING AND MULCHING.

CONSTRUCTION SEQUENCING

1. INSTALL PERIMETER SILT FENCE, INLET PROTECTION AND TEMPORARY CONSTRUCTION ENTRANCE.
2. STRIP AND STOCKPILE TOPSOIL, INSTALL SILT FENCE AROUND PERIMETER OF STOCKPILE.
3. CONDUCT ROUGH GRADING EFFORTS AND INSTALL CHECK DAMS WITHIN DRAINAGE DITCHES AS NEEDED.
4. INSTALL UTILITY PIPING AND STRUCTURES, IMMEDIATELY INSTALL INLET PROTECTION.
5. COMPLETE FINAL GRADING, INSTALLATION OF GRAVEL BASE COURSES, PLACEMENT OF CURBS, PAVEMENTS, WALKS, ETC.
6. PLACE TOPSOIL AND IMMEDIATELY STABILIZE DISTURBED AREAS WITH EROSION CONTROL MEASURES AS INDICATED ON PLANS.
7. EROSION CONTROLS SHALL NOT BE REMOVED UNTIL SITE IS FULLY STABILIZED OR 70% VEGETATIVE COVER IS ESTABLISHED.
8. CONTRACTOR MAY MODIFY SEQUENCING AFTER ITEM NO. 1 AS NEEDED TO COMPLETE CONSTRUCTION IF EROSION CONTROLS ARE MAINTAINED IN ACCORDANCE WITH THE CONSTRUCTION SITE EROSION CONTROL REQUIREMENTS.

PAVING NOTES

1. GENERAL
 - 1.1. ALL PAVING SHALL CONFORM TO "STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY & STRUCTURE CONSTRUCTION, LATEST EDITION, APPLICABLE CITY OF DE PERE ORDINANCES.
 - 1.2. ALL PAVING DIMENSIONS ARE TO FACE OF CURB UNLESS SPECIFIED OTHERWISE.
 - 1.3. SURFACE PREPARATION – NOTIFY ENGINEER/OWNER OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING WORK UNTIL DEFICIENT SUBBASE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.
 - 1.4. ANY REQUIRED REPLACEMENT OF PUBLIC CURB AND GUTTER SHALL MATCH EXISTING AND MEET MUNICIPALITY REQUIREMENTS.
2. ASPHALTIC CONCRETE PAVING SPECIFICATIONS
 - 2.1. CODES AND STANDARDS – THE PLACING, CONSTRUCTION AND COMPOSITION OF THE ASPHALTIC BASE COURSE AND ASPHALTIC CONCRETE SURFACE COURSE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 450, 455, 460 AND 465 OF THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, CURRENT EDITION. HEREAFTER, THIS PUBLICATION WILL BE REFERRED TO AS STATE HIGHWAY SPECIFICATIONS.
 - 2.2. WEATHER LIMITATIONS – APPLY TACK COATS WHEN AMBIENT TEMPERATURE IS ABOVE 50° F (10° C) AND WHEN TEMPERATURE HAS NOT BEEN BELOW 35° F (1° C) FOR 12 HOURS IMMEDIATELY PRIOR TO APPLICATION. DO NOT APPLY WHEN BASE IS WET OR CONTAINS EXCESS OF MOISTURE. CONSTRUCT ASPHALTIC CONCRETE SURFACE COURSE WHEN ATMOSPHERIC TEMPERATURE IS ABOVE 40° F (4° C) AND WHEN BASE IS DRY AND WHEN WEATHER IS NOT RAINY. BASE COURSE MAY BE PLACED WHEN AIR TEMPERATURE IS ABOVE 30° F (–1° C).
 - 2.3. GRADE CONTROL – ESTABLISH AND MAINTAIN REQUIRED LINES AND ELEVATIONS FOR EACH COURSE DURING CONSTRUCTION.
 - 2.4. CRUSHED AGGREGATE BASE COURSE SHALL CONFORM TO SECTIONS 301 AND 305, STATE HIGHWAY SPECIFICATIONS.
 - 2.5. BINDER COURSE AGGREGATE SHALL CONFORM TO SECTIONS 460 AND 315, STATE HIGHWAY SPECIFICATIONS.
 - 2.6. SURFACE COURSE AGGREGATE SHALL CONFORM TO SECTIONS 460 AND 465, STATE HIGHWAY SPECIFICATIONS.
 - 2.7. ASPHALTIC MATERIALS SHALL CONFORM TO SECTION 455 AND 460, STATE HIGHWAY SPECIFICATIONS.
3. CONCRETE PAVING SPECIFICATIONS
 - 3.1. CONCRETE PAVING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 415 AND 416 OF THE STATE HIGHWAY SPECIFICATIONS.
 - 3.2. CONCRETE PAVEMENT SHALL BE REINFORCED WITH NOVOMESH 950 (OR EQUAL) FIBER REINFORCEMENT AT A RATE OF 5 LBS/CUBIC YARD.
 - 3.3. CURING COMPOUNDS SHALL CONFORM TO SECTION 415 OF THE STATE HIGHWAY SPECIFICATIONS.
 - 3.4. CONTRACTOR SHALL PROVIDE CONTROL JOINTS AND CONSTRUCTION JOINTS OF ONE-QUARTER CONCRETE THICKNESS AT AN EQUAL RATIO OF LENGTH TO WIDTH WHEREVER COMING WITH A MAXIMUM LENGTH BETWEEN JOINTS OF 8' ON CENTER.
 - 3.5. CONTRACTOR SHALL PROVIDE EXPANSION JOINTS IN SIDEWALKS AT A MAXIMUM 25' ON CENTER.
 - 3.6. EXTERIOR CONCRETE SURFACES SHALL BE BROOM FINISHED.
 - 3.7. ALL CONCRETE SURFACES TO BE SEALED WITH TYPE TK-26UV CONCRETE SEALANT.
4. PAVEMENT MARKING SPECIFICATIONS
 - 4.1. ALL PAVEMENT MARKINGS INCLUDING: STOP BARS, CROWSTALKS, DIRECTIONAL ARROWS, PARKING STALL LINES, ADA STALL MARKINGS, NO PARKING ZONES, DROP-OFF/PICK-UP ZONES SHALL BE PAINTED WITH LATEX PAINT PER SPECIFICATIONS.
 - 4.2. MARK AND STRIPE ADA PARKING SPACES APPROPRIATELY.
 - 4.3. USE 4" WIDE, HIGH VISIBILITY YELLOW LATEX PAINT FOR STALL LINES.
 - 4.4. 2' x 4' TRUNCATED DOME WARNING DETECTION FIELD SHALL BE PLACED AT ALL ADA RAMPS.

GRADING AND SEEDING NOTES

1. ALL PROPOSED GRADES SHOWN ARE FINISHED GRADES. CONTRACTOR SHALL VERIFY ALL GRADES, MAKE SURE ALL AREAS DRAIN PROPERLY AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR COMPUTATIONS OF ALL GRADING QUANTITIES. WHILE JSD PROFESSIONAL SERVICES, INC. ATTEMPTS TO PROVIDE A COST EFFECTIVE APPROACH TO BALANCE EARTHWORK, GRADING DESIGN IS BASED ON MANY FACTORS, INCLUDING SAFETY, AESTHETICS, AND COMMON ENGINEERING STANDARDS OF CARE. THEREFORE, NO GUARANTEE CAN BE MADE FOR A BALANCED SITE.
3. PARKING LOT AND DRIVEWAY ELEVATIONS ARE PAVEMENT GRADES, NOT TOP OF CURB GRADES, UNLESS OTHERWISE NOTED.
4. ANY WORK WITHIN RIGHT-OF-WAY SHALL BE PROPERLY PERMITTED AND COORDINATED WITH THE APPROPRIATE OFFICIALS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. ALL GRADING WITHIN RIGHT-OF-WAY IS SUBJECT TO APPROVAL BY SAID OFFICIALS.
5. CONTRACTOR SHALL PROVIDE NOTICE TO THE MUNICIPALITY IN ADVANCE OF ANY SOIL DISTURBING ACTIVITIES, IN ACCORDANCE WITH MUNICIPAL REQUIREMENTS.
6. ALL DISTURBED AREAS SHALL BE SODDED AND/OR SEEDDED AND MULCHED IMMEDIATELY FOLLOWING GRADING ACTIVITIES.
7. CONTRACTOR SHALL WATER ALL NEWLY SODDED/SEEDDED AREAS DURING THE SUMMER MONTHS WHENEVER THERE IS A 7 DAY LAPSE WITH NO SIGNIFICANT RAINFALL.
8. CONTRACTOR TO DEEP TILL ALL COMPACTED PERVIOUS SURFACES PRIOR TO SODDING AND/OR SEEDING AND MULCHING.
9. ALL SLOPES 20% OR GREATER SHALL BE TEMPORARY SEEDDED, MULCHED, OR OTHER MEANS OF COVER PLACED ON THEM WITHIN 2 WEEKS OF DISTURBANCE.
10. ALL EXPOSED SOIL AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE OR ON WHICH LAND DISTURBING ACTIVITIES WILL NOT BE PERFORMED FOR A PERIOD GREATER THAN 30 DAYS AND REQUIRE VEGETATIVE COVER FOR LESS THAN 1 YEAR, REQUIRE TEMPORARY SEEDING FOR EROSION CONTROL. SEEDING FOR EROSION CONTROL SHALL BE IN ACCORDANCE WITH WDNr TECHNICAL STANDARD 1059 AND CITY OF DE PERE ORDINANCE.

UTILITY NOTES

1. ALL EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATIONS OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. CONTRACTOR/OWNER SHALL CALL "DIGGER'S HOTLINE" PRIOR TO ANY CONSTRUCTION.
2. PRIOR TO CONSTRUCTION, THE PRIME CONTRACTOR IS RESPONSIBLE FOR:
 - 2.1. EXAMINING ALL SITE CONDITIONS RELATIVE TO THE CONDITIONS INDICATED ON THE ENGINEERING DRAWINGS. ANY DISCREPANCIES ARE TO BE REPORTED TO THE ENGINEER AND RESOLVED PRIOR TO THE START OF CONSTRUCTION.
 - 2.2. OBTAINING ALL PERMITS INCLUDING PERMIT COSTS, TAP FEES, METER DEPOSITS, BONDS, AND ALL OTHER FEES REQUIRED FOR PROPOSED WORK TO OBTAIN OCCUPANCY.
 - 2.3. VERIFYING ALL ELEVATIONS, LOCATIONS AND SIZES OF SANITARY, WATER AND STORM LATERALS AND CHECK ALL UTILITY CROSSINGS FOR CONFLICTS. NOTIFY ENGINEER OF ANY DISCREPANCY. NO WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS RESOLVED.
 - 2.4. NOTIFYING ALL UTILITIES PRIOR TO INSTALLATION OF ANY UNDERGROUND IMPROVEMENTS.
 - 2.5. NOTIFYING THE DESIGN ENGINEER AND MUNICIPALITY 48 HOURS PRIOR TO THE START OF CONSTRUCTION TO ARRANGE FOR APPROPRIATE CONSTRUCTION OBSERVATION.
 - 2.6. COORDINATING ALL CONSTRUCTION WITH OTHER CONTRACTORS INVOLVED WITH CONSTRUCTION OF THE PROPOSED DEVELOPMENT AND FOR REPORTING ANY ERRORS OR DISCREPANCIES BETWEEN THESE PLANS AND PLANS PREPARED BY OTHERS.
3. ALL UTILITY WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN – AND ALL STATE AND LOCAL CODES AND SPECIFICATIONS. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE WHICH SPECIFICATIONS AND CODES APPLY, AND TO COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE APPROPRIATE LOCAL AND STATE AUTHORITIES.
4. LENGTHS OF ALL UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM PLAN. LENGTHS SHALL BE VERIFIED IN THE FIELD DURING CONSTRUCTION.
5. CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY DURING THE CONSTRUCTION OF IMPROVEMENTS.
6. CONTRACTOR SHALL INSTALL A PEDESTRIAN FENCE AROUND ALL EXCAVATIONS TO BE LEFT OPEN OVER NIGHT AS REQUIRED IN CONSTRUCTION SITES WHERE THE POTENTIAL FOR PEDESTRIAN INJURY EXISTS.
7. CONTRACTOR SHALL ADJUST AND/OR RECONSTRUCT ALL UTILITY COVERS (SUCH AS MANHOLE COVERS, VALVE BOX COVERS, ETC.) TO MATCH THE FINISHED GRADES OF THE AREAS EFFECTED BY THE CONSTRUCTION.
8. THE PRIME CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL CONSTRUCTION WITH OTHER CONTRACTORS INVOLVED WITH CONSTRUCTION OF THE PROPOSED DEVELOPMENT AND FOR REPORTING ANY ERRORS OR DISCREPANCIES BETWEEN THESE PLANS AND PLANS PREPARED BY OTHERS.
9. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITIES TO REMAIN TO THE UTILITY OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.
10. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE ENGINEER WITH AS-BUILT CONDITIONS OF THE DESIGNATED IMPROVEMENTS IN ORDER THAT THE APPROPRIATE DRAWINGS CAN BE PREPARED, IF REQUIRED. ANY CHANGES TO THE DRAWINGS OR ADDITIONAL ITEMS MUST BE REPORTED TO THE ENGINEER AS WORK PROGRESSES.
11. STORM SEWER SPECIFICATIONS –

PIPE – REINFORCED CONCRETE PIPE (RCP) SHALL MEET THE REQUIREMENTS OF ASTM CLASS III (MINIMUM) C-76 WITH RUBBER GASKET JOINTS CONFORMING TO ASTM C-443. HIGH DENSITY DUAL-WALL POLYETHYLENE CORRUGATED PIPE SHALL BE AS MANUFACTURED BY ADS OR EQUAL WITH TIGHT JOINTS, AND SHALL MEET THE REQUIREMENTS OF AASHTO DESIGNATION M-294 TYPE "S". POLYVINYLCHLORIDE (PVC) MEETING REQUIREMENTS OF ASTM D 3034, SDR 35 FOR PIPE SIZES 8"-15" WITH INTEGRAL BELL TYPE FLEXIBLE ELASTOMERIC JOINTS, MEETING THE REQUIREMENTS OF ASTM D-3212. ASTM 1785 SCHEDULE 40 FOR PIPE SIZES 4"-6".

INLETS – INLETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FILE. NO. 28 OF THE "STANDARD SPECIFICATIONS", OR APPROVED EQUAL WITH A 2'-0" X 3'-0" MAXIMUM OPENING. CURB FRAME & GRATE SHALL BE NEENAH R-3067 WITH TYPE R GRATE, OR EQUAL.

BACKFILL AND BEDDING – STORM SEWER SHALL BE CONSTRUCTED WITH CLASS "B" BEDDING. TRENCHES CAN BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.43.5 OF THE "STANDARD SPECIFICATIONS".

MANHOLE FRAMES AND COVERS – MANHOLE FRAMES AND COVERS SHALL BE NEENAH R-1556 WITH TYPE "B" SELF SEALING LIDS, NON-ROCKING OR EQUAL.

FIELD TILE CONNECTION – ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE INCLUDED IN THE UNIT PRICE(S) FOR STORM SEWER. TILE LINES CROSSED BY THE TRENCH SHALL BE REPLACED WITH THE SAME MATERIAL AS THE STORM SEWER.

12. WATER MAIN SPECIFICATIONS –

PIPE – DUCTILE IRON PIPE SHALL BE CLASS 52 CONFORMING TO AWWA C151 AND CHAPTER 8.18.0 OF THE "STANDARD SPECIFICATIONS". POLYVINYL CHLORIDE (PVC) PIPE SHALL MEET THE REQUIREMENTS OF AWWA STANDARD C-900, CLASS 150, D 18, WITH CAST IRON O.D. AND INTEGRAL ELASTOMERIC BELL AND SPIGOT JOINTS. NON-METALLIC WATER MAINS SHALL BE INSTALLED WITH BLUE INSULATION TRACER WIRE AND CONFORM WITH SPS 382.30(11)(b).

VALVES AND VALVE BOXES – GATE VALVES SHALL BE AWWA GATE VALVES MEETING THE REQUIREMENTS OF AWWA C-500 AND CHAPTER 8.27.0 OF THE "STANDARD SPECIFICATIONS". GATE VALVES AND VALVE BOXES SHALL CONFORM TO LOCAL PLUMBING ORDINANCES.

HYDRANTS – HYDRANTS SHALL CONFORM TO THE SPECIFICATIONS OF THE CITY OF DE PERE. THE DISTANCE FROM THE GROUND LINE TO THE CENTERLINE OF THE LOWEST NOZZLE AND THE LOWEST CONNECTION OF THE FIRE DEPARTMENT SHALL BE NO LESS THAN 18-INCHES AND NO GREATER THAN 23-INCHES (SEE DETAIL).

BEDDING AND COVER MATERIAL – PIPE BEDDING AND COVER MATERIAL SHALL BE SAND, CRUSHED STONE CHIPS OR CRUSHED STONE SCREENINGS CONFORMING TO CHAPTER 8.43.2 OF THE "STANDARD SPECIFICATIONS".

BACKFILL – BACKFILL MATERIAL AND INSTALLATION SHALL BE IN ACCORDANCE WITH CHAPTER 2.6.0 OF THE "STANDARD SPECIFICATIONS". BACKFILL WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.43.5 OF THE "STANDARD SPECIFICATIONS".

13. SANITARY SEWER SPECIFICATIONS –

PIPE – SANITARY SEWER PIPE MATERIAL SHALL BE POLYVINYL CHLORIDE (PVC) MEETING REQUIREMENTS OF ASTM D 3034, SDR-35, WITH INTEGRAL BELL TYPE FLEXIBLE ELASTOMERIC JOINTS, MEETING THE REQUIREMENTS OF ASTM D-3212. ASTM 1785, SCHEDULE 40 FOR PIPE SIZES 4"-6".

BACKFILL AND BEDDING – SANITARY SEWER SHALL BE CONSTRUCTED WITH CLASS "B" BEDDING. TRENCHES CAN BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.43.5 OF THE "STANDARD SPECIFICATIONS"

MANHOLES – MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH FILE NOS. 12, 13 AND 15 OF THE "STANDARD SPECIFICATIONS" AND ALL SPECIAL PROVISIONS OF THE CITY OF DE PERE.

MANHOLE FRAMES AND COVERS – MANHOLE FRAMES AND COVERS SHALL BE NEENAH R-1556 WITH TYPE "B" SELF SEALING LIDS, CONCEALED PICK HOLES, NON-ROCKING OR EQUAL.

14. WATERMAIN AND SANITARY SEWER SHALL BE INSULATED WHEREVER THE DEPTH OF COVER IS LESS THAN 6 FEET. INSULATION AND INSTALLATION SHALL BE CONFORMING WITH CHAPTER 4.17.0 "INSULATION" OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN 6TH EDITION UPDATED WITH ITS LATEST ADDENDUM (TYP.).

EROSION CONTROL NOTES

1. CONTRACTOR IS RESPONSIBLE TO NOTIFY ENGINEER OF RECORD AND OFFICIALS OF ANY CHANGES TO THE EROSION CONTROL AND STORMWATER MANAGEMENT PLANS. ENGINEER OF RECORD AND APPROPRIATE CITY OF DE PERE OFFICIALS MUST APPROVE ANY CHANGES PRIOR TO DEVIATION FROM THE APPROVED PLANS.
2. ALL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED BY THE CONTRACTOR IN ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR) TECHNICAL STANDARDS (REFERRED TO AS BMP'S) AND CITY OF DE PERE ORDINANCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A COPY OF THESE STANDARDS. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL EROSION CONTROL MEASURES WHICH MAY BE NECESSARY TO MEET UNFORESEEN FIELD CONDITIONS.
3. INSTALL PERIMETER EROSION CONTROL MEASURES (SUCH AS CONSTRUCTION ENTRANCES, SILT FENCE AND EXISTING INLET PROTECTION) PRIOR TO ANY SITE WORK, INCLUDING GRADING OR DISTURBANCE OF EXISTING SURFACE COVER, AS SHOWN ON PLAN. MODIFICATIONS TO THE APPROVED EROSION CONTROL DESIGN IN ORDER TO MEET UNFORESEEN FIELD CONDITIONS IS ALLOWED IF MODIFICATIONS CONFORM TO BMP'S. ALL DESIGN MODIFICATIONS MUST BE APPROVED BY THE CITY OF DE PERE PRIOR TO DEVIATION OF THE APPROVED PLAN.
4. ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED BY STATE INSPECTORS, LOCAL INSPECTORS, COUNTY INSPECTORS AND/OR ENGINEER OF RECORD SHALL BE INSTALLED WITHIN 24 HOURS OF REQUEST.
5. INSPECTIONS AND MAINTENANCE OF ALL EROSION CONTROL MEASURES SHALL BE ROUTINE (ONCE PER WEEK MINIMUM) TO ENSURE PROPER FUNCTION OF EROSION CONTROLS AT ALL TIMES. EROSION CONTROL MEASURES ARE TO BE IN WORKING ORDER AT THE END OF EACH WORK DAY.
6. ALL EROSION AND SEDIMENT CONTROL ITEMS SHALL BE INSPECTED WITHIN 24 HOURS OF ALL RAIN EVENTS EXCEEDING 0.5 INCHES. ANY DAMAGED EROSION CONTROL MEASURES SHALL BE REPAIRED OR REPLACED IMMEDIATELY UPON INSPECTION.
7. CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT ALL LOCATIONS OF VEHICLE INGRESS/EGRESS POINTS. ADDITIONAL LOCATIONS NOT SHOWN ON THE PLANS MUST BE APPROVED BY THE MUNICIPALITY PRIOR TO INSTALLATION. CONSTRUCTION ENTRANCES SHALL BE 50' LONG AND NO LESS THAN 12" THICK BY USE OF 3" CLEAR STONE. CONSTRUCTION ENTRANCES SHALL BE MAINTAINED BY THE CONTRACTOR IN A CONDITION WHICH WILL PREVENT THE TRACKING OF MUD OR DRY SEDIMENT ONTO ADJACENT PUBLIC STREETS AFTER EACH WORKING DAY OR MORE FREQUENTLY AS REQUIRED.
8. PAVED SURFACES ADJACENT TO CONSTRUCTION SITE VEHICLE ACCESS SHALL BE SWEEPED AND/OR SCRAPPED TO REMOVE ACCUMULATED SOIL, DIRT AND/OR DUST AFTER THE END OF EACH WORK DAY AND AS REQUESTED BY THE CITY OF DE PERE.
9. INLET PROTECTION SHALL BE IMMEDIATELY INSTALLED AT ALL STORM INLETS AND SILT FENCE SHALL BE IMMEDIATELY FITTED AT ALL INSTALLED CULVERT INLETS TO PREVENT SEDIMENT DEPOSITION WITHIN STORM SEWER SYSTEMS.
10. INSTALL EROSION CONTROLS ON THE DOWNSTREAM SIDE OF STOCKPILES. IF STOCKPILE REMAINS UNDISTURBED FOR MORE THAN SEVEN (7) DAYS, TEMPORARY SEEDING AND STABILIZATION IN ACCORDANCE WITH BEST MANAGEMENT PRACTICES IS REQUIRED. IF DISTURBANCE OCCURS BETWEEN NOVEMBER 15TH AND MAY 15TH, THE MULCHING SHALL BE PERFORMED BY HYDRO-MULCHING WITH A "TACKIFIER."
11. DITCH CHECKS AND APPLICABLE EROSION NETTING/MATTING SHALL BE INSTALLED IMMEDIATELY AFTER COMPLETION OF GRADING EFFORTS WITHIN DITCHES/SWALES TO PREVENT SOIL TRANSPORTATION.
12. EROSION CONTROL FOR UTILITY CONSTRUCTION (STORM SEWER, SANITARY SEWER, WATER MAIN, ETC.):
 - 12.1. PLACE EXCAVATED TRENCH MATERIAL ON THE HIGH SIDE OF THE TRENCH.
 - 12.2. BACKFILL, COMPACT, AND STABILIZE THE TRENCH IMMEDIATELY AFTER PIPE CONSTRUCTION.
 - 12.3. DISCHARGE TRENCH WATER INTO A SEDIMENTATION BASIN OR FILTERING TANK IN ACCORDANCE WITH THE DEWATERING TECHNICAL STANDARD NO. 1061 PRIOR TO RELEASE INTO THE STORM SEWER, RECEIVING STREAM, OR DRAINAGE DITCH.
13. ALL SLOPES 4:1 OR GREATER SHALL BE STABILIZED WITH CLASS I, TYPE B EROSION MATTER OR APPLICATION OF A WISCONSIN DEPARTMENT OF TRANSPORTATION (WisDOT) APPROVED POLYMER SOIL STABILIZATION TREATMENT OR A COMBINATION THEREOF, AS REQUIRED WITHIN 7 DAYS OF REACHING FINAL GRADE AND/OR AS SOON AS CONDITIONS ALLOW. DRAINAGE SWALES SHALL BE STABILIZED WITH CLASS II, TYPE B EROSION MATTING. EROSION MATTING AND/OR NETTING USED ONSITE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S GUIDELINES AND WDNr TECHNICAL STANDARDS 1052 AND 1053.
14. CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO CONTROL DUST ARISING FROM CONSTRUCTION OPERATIONS. REFER TO WDNr TECHNICAL STANDARD 1068.
15. EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL ALL LAND DISTURBING CONSTRUCTION ACTIVITY AT THE SITE HAS BEEN COMPLETED AND THAT A UNIFORM PERENNIAL VEGETATIVE COVER HAS BEEN ESTABLISHED WITH A DENSITY OF AT LEAST 70% FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES OR THAT EMPLOY EQUIVALENT PERMANENT STABILIZATION MEASURES.
16. CONTRACTOR/OWNER SHALL FILE A NOTICE OF TERMINATION UPON COMPLETION OF THE PROJECT IN ACCORDANCE WITH WDNr REQUIREMENTS AND/OR PROPERTY SALE IN ACCORDANCE WITH WDNr REQUIREMENTS.
17. STABILIZATION PRACTICES:
 - 17.1. *STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. NO MORE THAN SEVEN (7) DAYS SHALL PASS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS CEASED UNLESS:
 - *THE INITIATION STABILIZATION MEASURES BY THE SEVENTH (7) DAY AFTER CONSTRUCTION ACTIVITY HAS CEASED IS PRECLUDED BY SNOW COVER. IN THAT EVENT, STABILIZATION SHALL BE INITIATED AS SOON AS PRACTICABLE.
 - *CONSTRUCTION ACTIVITY WILL RESUME ON A PORTION OF THE SITE WITHIN FOURTEEN (14) DAYS FROM WHEN ACTIVITY CEASED, (I.E. THE TOTAL TIME PERIOD THAT THE CONSTRUCTION ACTIVITY IS TEMPORARILY CEASED IS LESS THAN FOURTEEN (14) DAYS. IN THAT EVENT, STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE BY THE SEVENTH (7) DAY AFTER CONSTRUCTION ACTIVITY HAS TEMPORARILY CEASED.
 - 17.2. *STABILIZATION MEASURES SHALL BE DETERMINED BASED ON SITE CONDITIONS AT THE TIME OF CONSTRUCTION ACTIVITY HAS CEASED, INCLUDING BUT NOT LIMITED TO WEATHER CONDITIONS AND LENGTH OF TIME MEASURE MUST BE EFFECTIVE. THE FOLLOWING ARE ACCEPTABLE STABILIZATION MEASURES:
 - * PERMANENT SEEDING; IN ACCORDANCE WITH APPROVED CONSTRUCTION SPECIFICATION
 - * TEMPORARY SEEDING; MAY CONSIST OF SPRING OATS(100LBS/ACRE) AND/OR WHEAT OR CEREAL RYE (150LB/ACRE)
 - * HYDRO-MULCHING WITH A TACKIFIER
 - * GEOTEXTILE EROSION MATTING
 - * SODDING



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jsdinc.com

APPLETON REGIONAL OFFICE
3215 WEST LAWRENCE STREET, SUITE 6
APPLETON, WI 54914
P. 920.733.2800

CLIENT:

TOWN & COUNTY
DEVELOPMENT

CLIENT ADDRESS:

1855 COTTONWOOD COURT
DE PERE, WI 54115

PROJECT:

STORAGE CONDOS
SITE IMPROVEMENTS

PROJECT LOCATION:

701 MILLENIUM COURT
DE PERE, WI 54115

PLAN MODIFICATIONS:

#	Date:	Description:
1	08-09-2022	PIP FINAL SUBMITTAL
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Designed By: CGL
Reviewed By: PMP/EJD
Approved By: PMP

SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

C0.1

JSD PROJECT NO:

20-9800A



File: Y:\PROJECTS\2020\208800\DWG\Civil\208800-consr-plans.dwg Layout: C1.0 User: clientz Plotted: Aug 09, 2022 - 9:38am Xref's:



LEGEND

	PROPERTY LINE
	RIGHT-OF-WAY
	EASEMENT LINE
	BUILDING SETBACK LINE
	BUILDING OUTLINE
	EDGE OF PAVEMENT
	ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	STORMWATER MANAGEMENT AREA
	NO ACCESS TO ROCKLAND ROAD

Parking Lot Plan Site Information Block

Site Address	701 MILLENIUM CT
Site acreage (total)	3.922
Number of building stories (above grade)	1
DSPS type of construction (new structures of additions)	N/A
Total square footage of building	21 buildings at 2500 (52,500)
Use of property	Condominium
Gross Square Feet of office	N/A
Gross Square Feet of retail	N/A
Number of employees in warehouse	N/A
Number of employees in production area	N/A
Capacity of restaurant/place of assembly	N/A
Required standard parking spaces	84
Required ADA parking spaces	4
Company truck space is located within warehouse.	
Assumed 2 warehouse employees per unit	

PARKING TABLE		
	REGULAR	ADA
PHASE 1	32	1
PHASE 2	28	1
PHASE 3	39	2
TOTAL	99	4

CONSTRUCTION TIMELINE

	BEGIN	END
PHASE 1	COMPLETED	COMPLETED
PHASE 2	08/15/2022	09/15/2024
PHASE 3	09/16/2024	09/16/2027



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PLAN MODIFICATIONS:

#	Date:	Description:
1	08-09-2022	PIP FINAL SUBMITTAL
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Designed By: CGL
Reviewed By: PMP/EJD
Approved By: PMP

SHEET TITLE:
OVERALL SITE PLAN

SHEET NUMBER:
C1.0

JSD PROJECT NO: 20-9800A

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LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY
- EASEMENT LINE
- BUILDING OUTLINE
- BUILDING OVERHANG
- EDGE OF PAVEMENT
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- PROPOSED 1 FOOT CONTOUR
- PROPOSED 5 FOOT CONTOUR
- EXISTING 1 FOOT CONTOUR
- EXISTING 5 FOOT CONTOUR
- DRAINAGE DIRECTION
- GRADE BREAK
- STORMWATER MANAGEMENT AREA
- FENCE
- SILT FENCE
- RIP-RAP
- CONSTRUCTION ENTRANCE
- EROSION MATTING
- TURF REINFORCEMENT MATTING
- SPOT ELEVATION
 - EP - EDGE OF PAVEMENT
 - FG - FINISH GRADE
 - EC - EDGE OF CONCRETE
 - BOC - BACK OF CURB
 - MATCH - MATCH EXISTING GRADE
 - HP - HIGH POINT
 - SW - SIDEWALK
- DITCH CHECK
- NO ACCESS TO ROCKLAND ROAD

PROPOSED STORM SEWER STRUCTURES SCHEDULE					
LABEL	INVERT ELEV. (FT)	RIM ELEV. (FT)	DEPTH (FT)	STRUCTURE DESCRIPTION	NOTES
INLET NO. 4	640.63	642.96	2.33	36" DIA. CATCH BASIN	IN-BELL GRATE
INLET NO. 6	641.21	643.05	1.81	36" DIA. CATCH BASIN	IN-BELL GRATE

PROPOSED STORM SEWER PIPE SCHEDULE							
PIPE LABEL	TO	DISCHARGE (I.E.) (FT)	FROM	INVERT (I.E.) (FT)	LENGTH (FT)	SLOPE (%)	PIPE SIZE AND TYPE
P-5	BIORETENTION	640.23	INLET NO. 4	640.63	100	0.40%	15" HDPE
P-7	BIORETENTION	640.50	INLET NO. 6	641.21	47	1.50%	8" HDPE



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APPLETON, WI 54914
P. 920.733.2800

CLIENT:
**TOWN & COUNTY
DEVELOPMENT**

CLIENT ADDRESS:
**1855 COTTONWOOD COURT
DE PERE, WI 54115**

PROJECT:
**STORAGE CONDOS
SITE IMPROVEMENTS**

PROJECT LOCATION:
**701 MILLENIUM COURT
DE PERE, WI 54115**

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Designed By: CGL
Reviewed By: PMP/EJD
Approved By: PMP

SHEET TITLE:

**GRADING & EROSION
CONTROL PLAN**

SHEET NUMBER:

C2.0

JSD PROJECT NO: 20-9800A

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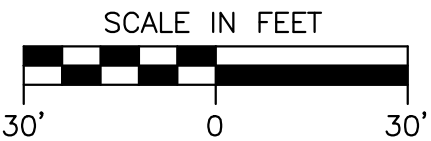


NOTES

1. CONTRACTOR SHALL LOCATE AND EXPOSE SANITARY SEWER STUB. VERIFY ELEVATION OF STUB. NOTIFY ENGINEER OF ANY DISCREPANCIES.
2. CONTRACTOR SHALL LOCATE AND EXPOSE WATERMAIN STUB. VERIFY ELEVATION OF STUB. NOTIFY ENGINEER OF ANY DISCREPANCIES.
3. DEVELOPER TO INSTALL PRIVATE WATER MAIN. WATER MAIN TO BE PRESSURE TESTED AND PROVIDE SAFE SAMPLE BEFORE FINAL LOADING.
4. PROPOSED AND EXISTING PRIVATE SANITARY SEWER SYSTEM TO BE TELEVIEWED AND INSPECTED FOR INFLOW AND INFILTRATION.
5. NEW PROPOSED SANITARY SEWER SYSTEM TO BE AIR TESTED PRIOR TO OCCUPANCY.
6. DEVELOPER TO INSTALL MASTER METER NEAR PROPERTY LINE FOR WATER MAIN.
7. CONTRACTOR TO COORDINATE WITH LAND OWNERS PRIOR TO SHUTTING OFF WATER FOR NEW CONNECTION TO MASTER METER.

LEGEND

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- BUILDING OVERHANG
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- STANDARD CURB AND GUTTER
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- STORMWATER MANAGEMENT AREA
- FENCE
- SANITARY SEWER
- WATERMAIN
- STORM SEWER



PROPOSED SANITARY SEWER STRUCTURES SCHEDULE					
LABEL	INVERT ELEV. (FT)	RIM ELEV. (FT)	DEPTH (FT)	STRUCTURE DESCRIPTION	NOTES/GRATE
SAN MH NO. 4	637.77	644.21	6.44	4' DIA PRECAST MANHOLE	R-1550-A SOLID LID, NON-ROCKING
SAN MH NO. 5	636.77	643.70	6.93	4' DIA PRECAST MANHOLE	R-1550-A SOLID LID, NON-ROCKING
SAN MH NO. 6	637.09	643.19	6.10	4' DIA PRECAST MANHOLE	R-1550-A SOLID LID, NON-ROCKING

PROPOSED SANITARY SEWER PIPE SCHEDULE							
PIPE LABEL	FROM	INVERT (I.E.) (FT)	TO	INVERT (I.E.) (FT)	LENGTH (FT)	SLOPE (%)	PIPE SIZE & TYPE
S-4	SAN MH NO. 4	637.77	SAN MH NO. 3	636.46	328'	0.40	8" PVC
S-5	SAN MH NO. 5	636.77	SAN MH NO. 2	635.65	281'	0.40	8" PVC
S-6	SAN MH NO. 6	637.09	SAN MH NO. 5	636.87	56'	0.40	8" PVC



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TOWN & COUNTY
DEVELOPMENT

CLIENT ADDRESS:

1855 COTTONWOOD COURT
DE PERE, WI 54115

PROJECT:

STORAGE CONDOS
SITE IMPROVEMENTS

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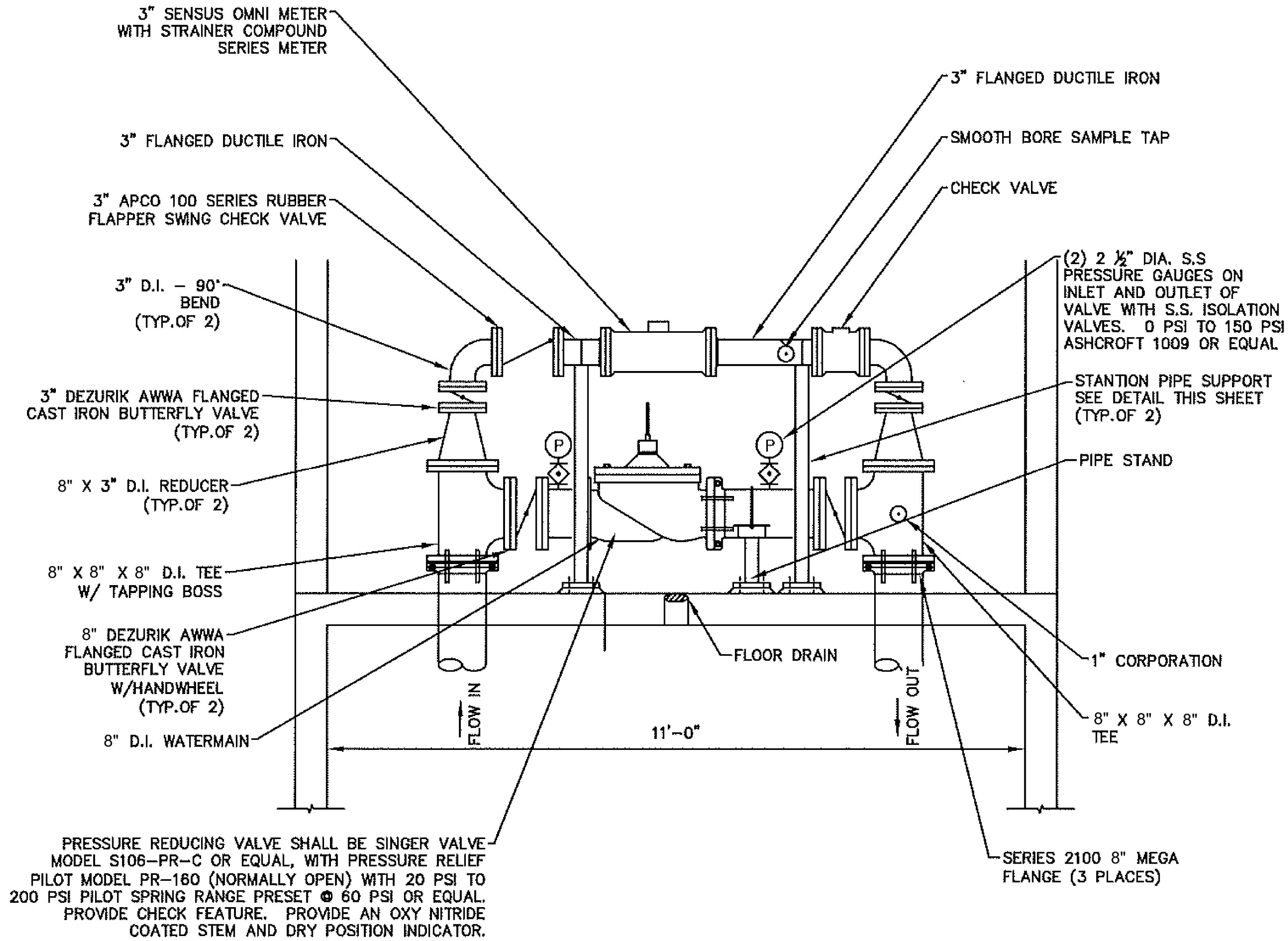
UTILITY PLAN

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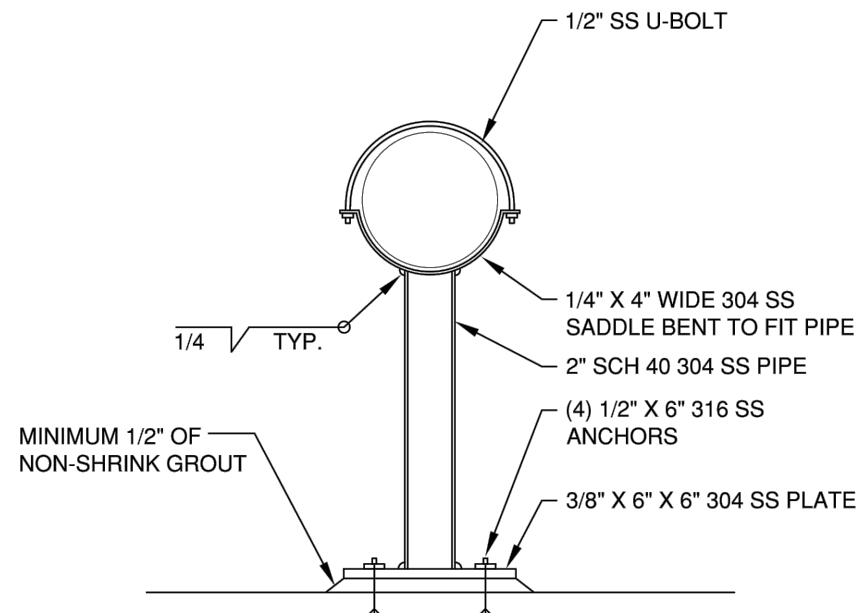
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JSD PROJECT NO: 20-9800A

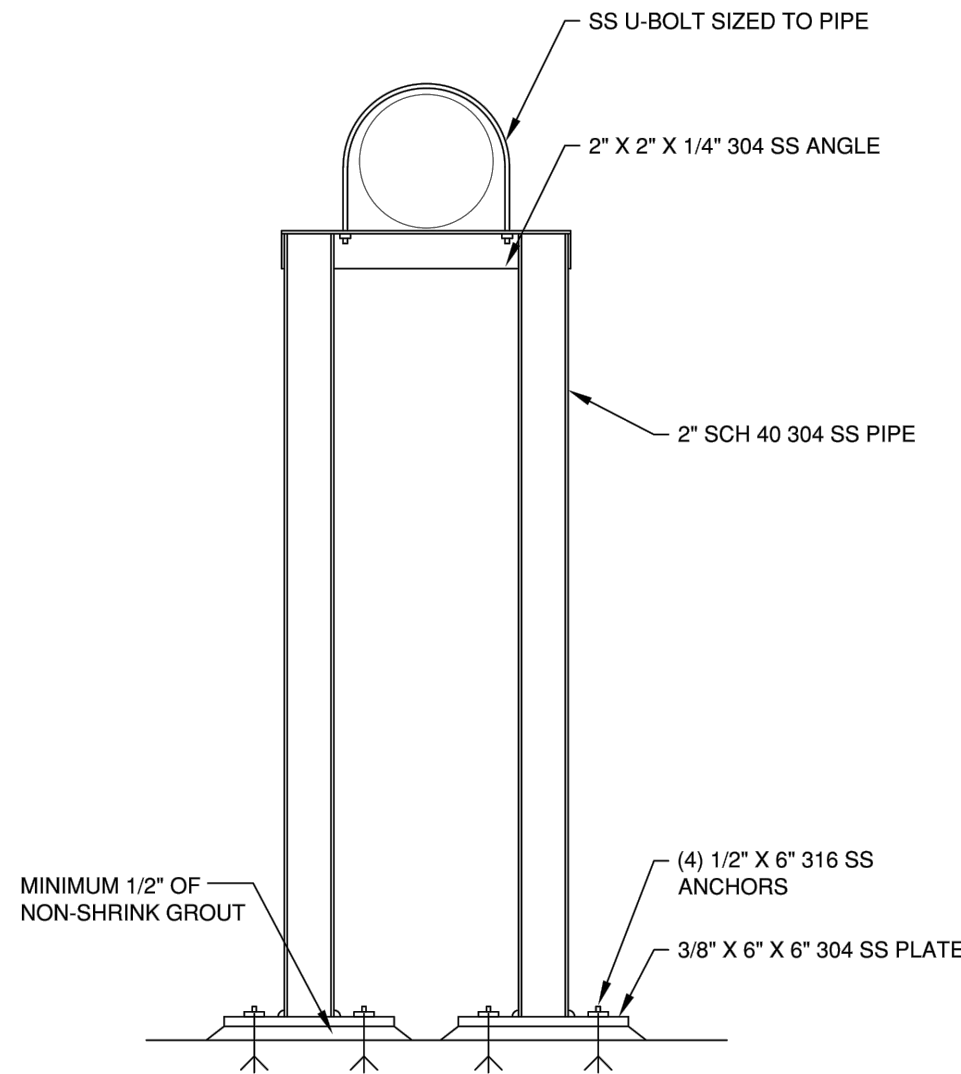
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1 3" WATER METER WITH 8" BY PASS
N.T.S.



2 PIPE STAND DETAIL
N.T.S.



3 STANTION PIPE SUPPORT DETAIL
N.T.S.



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SHEET TITLE:

DETAILS

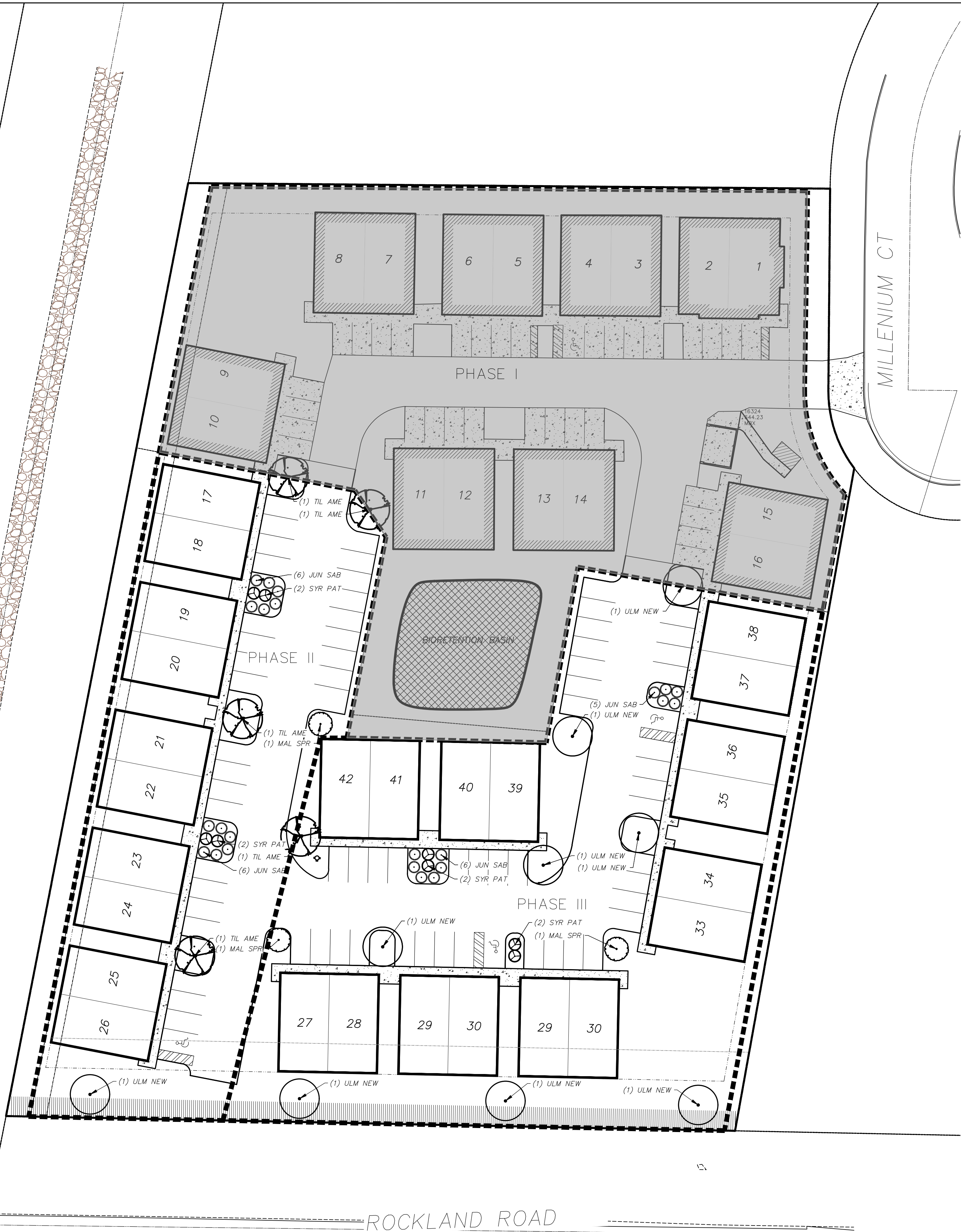
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JSD PROJECT NO: 20-9800A



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- PROPOSED 5 FOOT CONTOUR
- EXISTING 1 FOOT CONTOUR
- EXISTING 5 FOOT CONTOUR
- FENCE

PLANT SCHEDULE					
01-DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SIZE
	TIL AME	5	Tilia americana 'Redmond' / Redmond American Linden	B & B	2.5"Cal
	ULM NEW	9	Ulmus x 'New Horizon' / New Horizon Elm	B & B	2.5"Cal
03-ORNAMENTAL TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SIZE
	MAL SPR	3	Malus x 'Spring Snow' / Spring Snow Crabapple	B & B	6' Tall
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SIZE
	SYR PAT	8	Syringa patula 'Miss Kim' / Miss Kim Korean Lilac	Cont.	#3
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SIZE
	JUN SAB	23	Juniperus sabina 'Buffalo' / Buffalo Juniper	Cont.	#5



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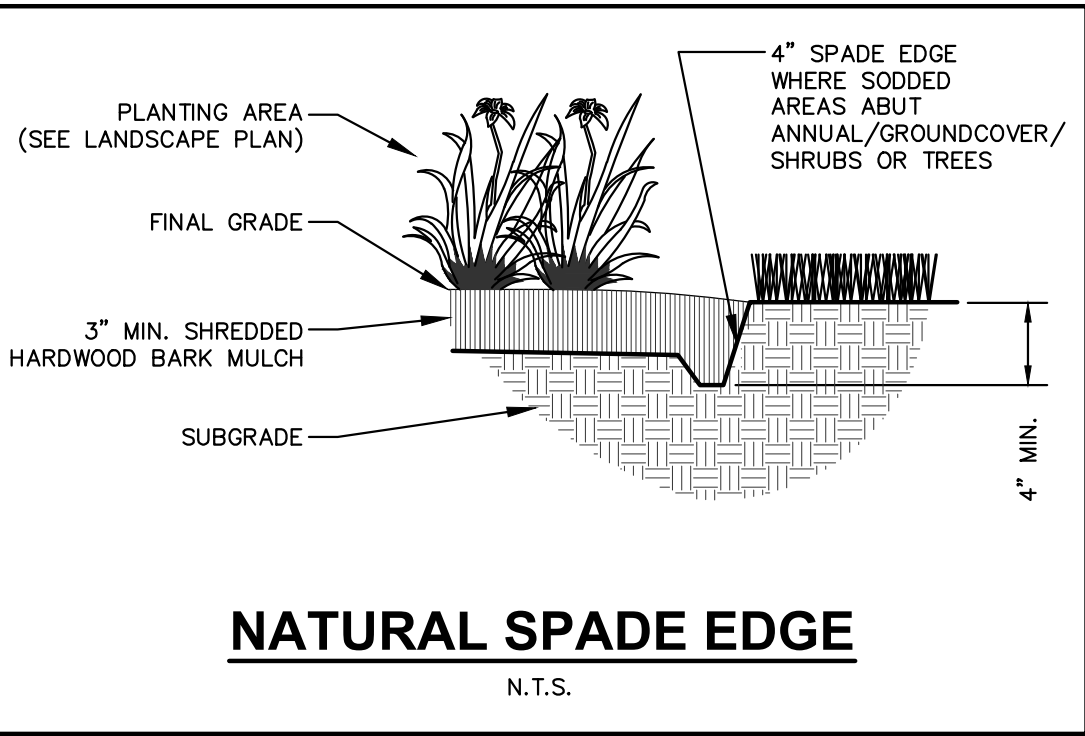
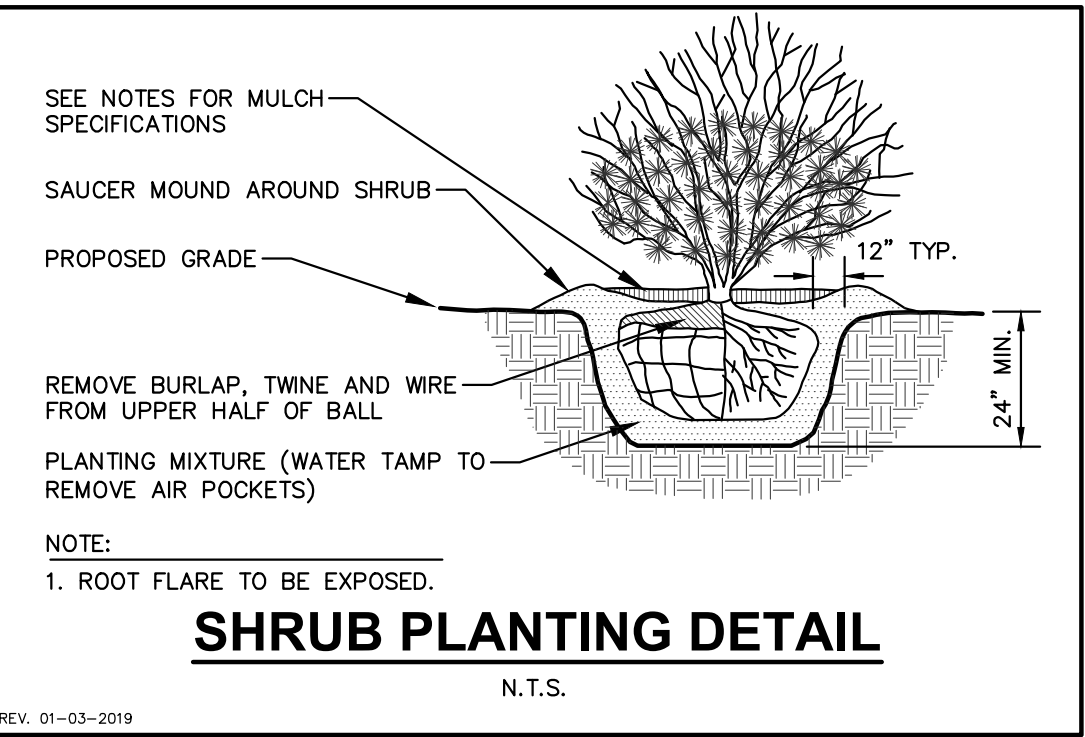
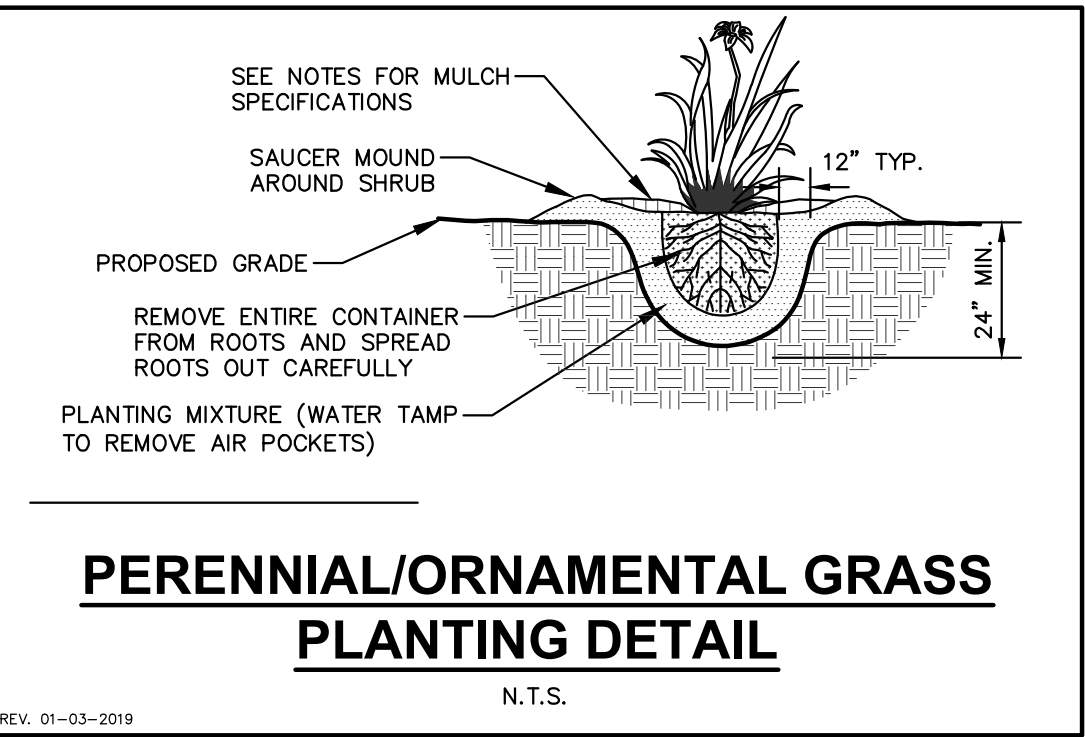
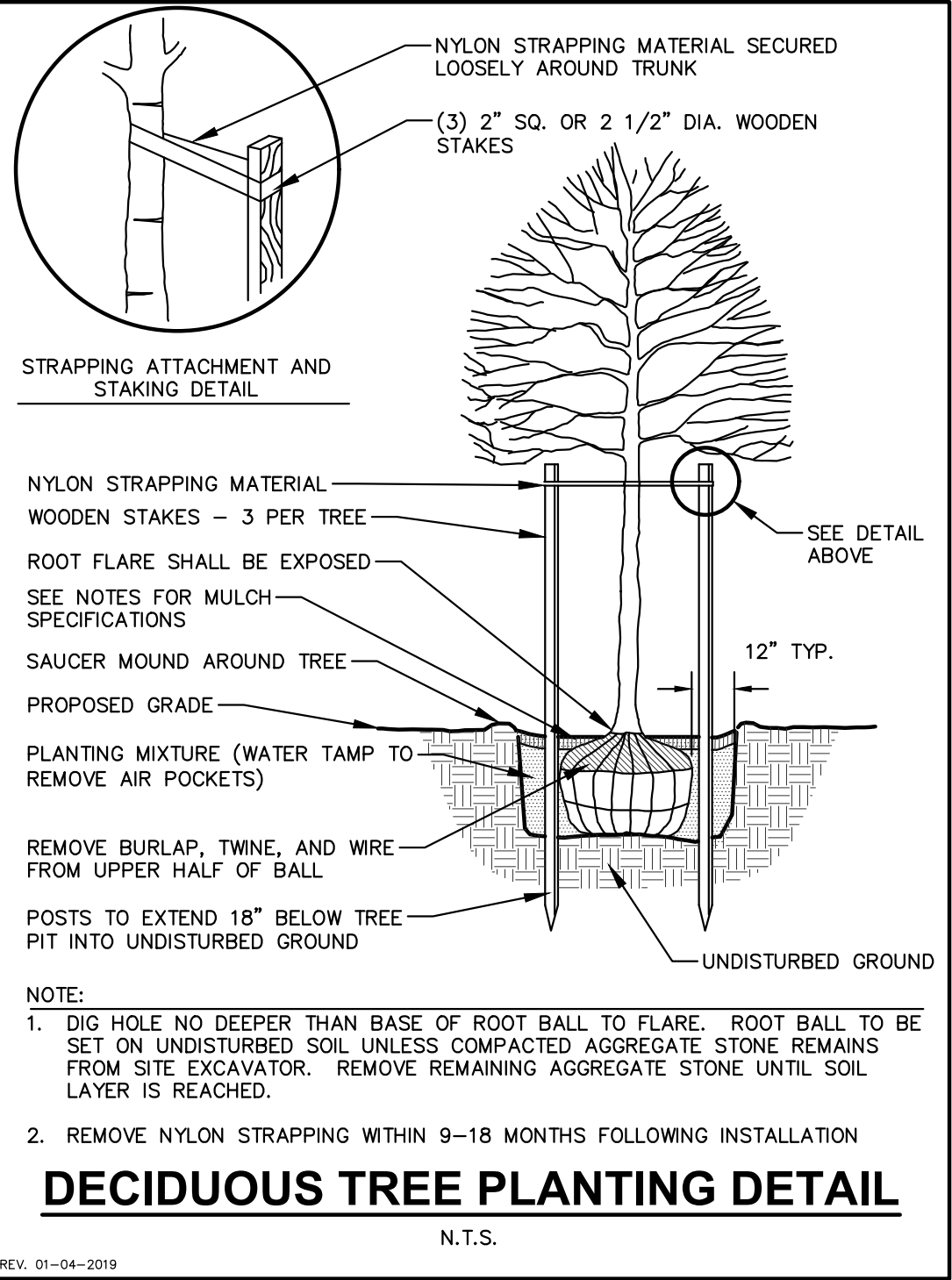
LANDSCAPE PLAN

SHEET NUMBER:

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JSD PROJECT NO: 20-9800A

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GENERAL NOTES

1. GENERAL: ALL WORK IN THE R-O-W AND PUBLIC EASEMENTS SHALL BE IN ACCORDANCE WITH LOCAL MUNICIPAL REQUIREMENTS. JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES. LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO UTILITIES. CONTRACTOR MUST CALL 1-800-242-8511 FOR UTILITY LOCATIONS AT LEAST THREE DAYS PRIOR TO DIGGING. HAND DIG AND INSTALL ALL PLANTS THAT ARE NEAR EXISTING UTILITIES. PROTECT PREVIOUSLY INSTALLED WORK OF OTHER TRADES. CONTRACTOR IS RESPONSIBLE FOR STAKING THE PLANT MATERIALS FOR REVIEW BY OWNER PRIOR TO DIGGING AND PLACEMENT AND SHALL COORDINATE ALL FINE GRADING AND RESTORATION WITH THE GRADING CONTRACTOR.
2. DELIVERY AND HANDLING: DO NOT DELIVER MORE PLANT MATERIALS THAN CAN BE PLANTED IN ONE DAY, UNLESS ADEQUATE, APPROPRIATE AND SECURE STORAGE IS PROVIDED AND APPROVED BY OWNER'S REPRESENTATIVE. AT ALL TIMES, PROTECT ALL PLANT MATERIALS FROM WIND AND DIRECT SUN. DELIVER PLANTS WITH LEGIBLE IDENTIFICATION LABELS. PROTECT PLANTS DURING DELIVERY AND DO NOT PRUNE PRIOR TO DELIVERY. ALL TREES AND SHRUBS SHALL BE PLANTED ON THE DAY OF DELIVERY; IF THIS IS NOT POSSIBLE, PROTECT THE PLANT MATERIALS NOT PLANTED BY STORING THEM IN A SHADED, SECURE AREA, PROTECTING THE ROOT MASS WITH WET SOIL, MULCH, HAY OR OTHER SUITABLE MEDIUM. CONTRACTOR TO KEEP ALL PLANT MATERIALS ADEQUATELY WATERED TO PREVENT ROOT DESICCATION. DO NOT REMOVE CONTAINER GROWN STOCK FROM CONTAINERS BEFORE TIME OF PLANTING. DO NOT PICK UP CONTAINER OR BALLED PLANTS BY STEM OR ROOTS. ALL PLANTS SHALL BE LIFTED AND HANDLED FROM THE BOTTOM OF THE CONTAINER OR BALL. PERFORM ACTUAL PLANTING ONLY WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE IN ACCORDANCE WITH LOCALLY ACCEPTED BEST HORTICULTURAL PRACTICES.
3. MATERIALS - PLANTS: ALL PLANTS SHALL CONFORM TO THE LATEST VERSION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1. PLANTS SHALL BE TRUE TO SPECIES AND VARIETY SPECIFIED AND NURSERY GROWN IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICES UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT FOR AT LEAST 2 YEARS. PLANTS SHALL BE FRESHLY DUG (DURING THE MOST RECENT FAVORABLE HARVEST SEASON). PLANTS SHALL BE SO TRAINED IN DEVELOPMENT AND APPEARANCE AS TO BE UNQUESTIONABLY SUPERIOR IN FORM, COMPACTNESS, AND SYMMETRY. PLANTS SHALL BE SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED WHEN IN LEAF, AND FREE OF DISEASE AND INSECTS (ADULT EGGS, PUPAE OR LARVAE). THEY SHALL HAVE HEALTHY, WELL-DEVELOPED ROOT SYSTEMS AND SHALL BE FREE FROM PHYSICAL DAMAGE OR OTHER CONDITIONS THAT WOULD PREVENT THRIVING GROWTH OR PREMATURE MORTALITY. PLANTS SHALL BE OF THE HIGHEST QUALITY, POSSESS TYPICAL GROWTH HABITS AND FORM FOR THEIR SPECIES AND BE FREE OF INJURY. PARKWAY TREES AND PARKING LOT TREES SHALL HAVE A MINIMUM BRANCHING HEIGHT OF SIX (6) FEET ABOVE THE GROUND TO ALLOW ADEQUATE VISUAL AND PHYSICAL CLEARANCE.
4. PRUNING: THE CONTRACTOR SHALL PRUNE ALL TREES AND REPAIR ANY INJURIES THAT OCCURRED DURING THE PLANTING PROCESS. DOUBLE LEADERS, DEAD BRANCHES, AND LIMBS DAMAGED OR BROKEN DURING THE PLANTING PROCESS, SHALL BE PRUNED. THIS SHALL BE THE ONLY PRUNING ALLOWED AT PLANTING. THE PRUNING SHALL CONFORM TO THE LATEST VERSION OF THE AMERICAN STANDARD FOR TREE CARE OPERATIONS, ANSI A300. PRUNE TREES IN ACCORDANCE WITH NAA GUIDELINES. DO NOT TOP TREES. PRUNE SHRUBS ACCORDING TO STANDARD HORTICULTURAL PRACTICES. ON CUTS OVER 3/4" IN DIAMETER AND BRUISES OR SCARS ON BARK, TRACE THE INJURED CAMBIUM LAYER BACK TO LIVING TISSUE AND REMOVE. SMOOTH AND SHAPE WOUNDS SO AS NOT TO RETAIN WATER. TREAT THE AREA WITH AN APPROVED INCONSPICUOUS LATEX BASED ANTISEPTIC TREE PAINT, IF PRUNING OCCURS "IN SEASON". DO NOT PRUNE ANY OAK TREES DURING THE MONTHS FROM APRIL TO OCTOBER.
5. CLEANUP: THE WORK AREA SHALL BE KEPT SAFE AND NEAT AT ALL TIMES. DISPOSED OF EXCESS SOIL. REMOVE ALL CUTTINGS AND WASTE MATERIALS. SOIL AND BRANCHES. BIND AND WRAP THESE MATERIALS, ANY REJECTED PLANTS, AND ANY OTHER DEBRIS RESULTING FROM ALL PLANTING TASKS AND PROMPTLY CLEAN UP AND REMOVE FROM THE PROJECT SITE. UNDER NO CIRCUMSTANCES SHALL THE ACCUMULATION OF SOIL, BRANCHES OR OTHER DEBRIS BE ALLOWED UPON A PUBLIC PROPERTY IN SUCH A MANNER AS TO RESULT IN A PUBLIC SAFETY HAZARD OR DAMAGE. LIKEWISE, UNDER NO CIRCUMSTANCES SHALL ANY DEBRIS OR INCIDENTAL MATERIALS BE ALLOWED UPON ADJACENT PRIVATE PROPERTY.
6. ANY SUBSTITUTIONS IN PLANT TYPE, LOCATION, OR SIZE SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
7. CONTRACTOR TO VERIFY PLANT MATERIAL QUANTITIES AND SQUARE FOOTAGES. QUANTITIES SHOWN ON PLAN TAKE PRECEDENCE OVER THOSE ON SCHEDULE.

LANDSCAPE MATERIAL NOTES

1. MATERIALS - PLANTING MIXTURE: ALL HOLES EXCAVATED FOR TREES, SHRUBS, PERENNIALS AND ORNAMENTAL GRASSES SHALL BE BACKFILLED WITH TWO (2) PARTS TOPSOIL, ONE (1) PART SAND AND ONE (1) PART COMPOST. SOIL MIXTURE SHALL BE WELL BLENDED PRIOR TO INSTALLATION.
2. MATERIALS - TOPSOIL: TOPSOIL TO BE CLEAN, FRIABLE LOAM FROM A LOCAL SOURCE, FREE FROM STONES OR DEBRIS OVER 3/4" IN DIAMETER, AND FREE FROM TOXINS OR OTHER DELETERIOUS MATERIALS. TOPSOIL SHALL HAVE A pH VALUE BETWEEN 6 AND 7. TOPSOIL AND PLANTING SOIL SHALL BE TESTED TO ENSURE CONFORMANCE WITH THESE SPECIFICATIONS AND SHALL BE AMENDED TO MEET THESE SPECIFICATIONS. PROVIDE TEST RESULTS TO OWNER'S REPRESENTATIVE PRIOR TO PLACEMENT. DO NOT PLACE FROZEN OR MUDDY TOPSOIL. APPLY SOIL AMENDMENTS TO ALL LANDSCAPE AREAS PER SOIL TEST.
3. MATERIALS - SHREDDED HARDWOOD BARK MULCH: ALL PLANTING AREAS LABELED ON PLAN SHALL RECEIVE CERTIFIED WEED FREE SHREDDED HARDWOOD BARK MULCH INSTALLED TO A MINIMUM AND CONSISTENT DEPTH OF 3-INCHES. SHREDDED HARDWOOD BARK MULCH SIZE & COLOR TO BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. FERTILIZER SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, COUNTY AND STATE REQUIREMENTS. SHREDDED HARDWOOD BARK MULCH AREAS SHALL NOT RECEIVE WOVEN WEED BARRIER FABRIC.
4. MATERIALS - TREE & SHRUB RINGS: ALL TREES AND/OR SHRUBS PLANTED IN SEEDED LAWN AREAS TO BE INSTALLED WITH A MINIMUM 4' DIAMETER SHREDDED HARDWOOD BARK MULCH TREE RING SPREAD TO A CONSISTENT DEPTH OF 3-INCHES. ALL TREE RINGS SHOULD BE INSTALLED WITH A 5" DEPTH SHOVEL CUT EDGE, ANGLED 45 DEGREES INTO SOIL AT A 5' DIAMETER ABOUT THE CENTER OF THE TREE PLANTING. A PRE-EMERGENT GRANULAR HERBICIDE WEED-PREVENTER SHOULD BE MIXED WITH MULCH USED TO INSTALL TREE RING AS WELL AS TOPICALLY APPLIED TO COMPLETED INSTALLATION OF TREE RING.
5. MATERIALS - TREE PROTECTION: ALL TREES TO BE INSTALLED WITH LDPE TREE GUARDS AS MANUFACTURED BY A.M. LEONARD HORTICULTURAL TOOL & SUPPLY CO., OR APPROVED EQUAL.

CONTRACTOR AND OWNER RESPONSIBILITY NOTES

1. GUARANTEE: THE CONTRACTOR SHALL GUARANTEE ALL PLANTS THROUGH ONE (1) YEAR AFTER ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PLANTS SHALL BE ALIVE AND IN HEALTHY AND FLOURISHING CONDITION AT THE END OF THE GUARANTEE PERIOD. THE CONTRACTOR SHALL REPLACE (AT NO COST TO OWNER) ANY PLANTS THAT ARE DEAD OR NOT IN A VIGOROUS THRIVING CONDITION. REPLACEMENT PLANTS SHALL BE OF THE SAME KIND AND SIZE AS ORIGINALLY SPECIFIED UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE. RESTORE BEDS AS NECESSARY FOLLOWING PLANT REPLACEMENT, INCLUDING BUT NOT LIMITED TO BEDDING, EDGING, MULCH, ETC. REPLACE PLANTS DAMAGED AT TIME OF PLANTING. REPAIR AREAS DISTURBED IN ANY WAY DURING PLANT REPLACEMENT AT NO COST TO OWNER. CONTRACTOR SHALL PROVIDE A ONE (1)-YEAR STRAIGHTENING GUARANTEE FOR ALL TREES.
2. CONTRACTOR IS RESPONSIBLE FOR STAKING THE PLANT MATERIALS FOR REVIEW BY OWNER'S REPRESENTATIVE PRIOR TO DIGGING AND PLACEMENT AND SHALL COORDINATE ALL FINE GRADING AND RESTORATION WITH THE GRADING CONTRACTOR.
3. MAINTENANCE: (CONTRACTOR) FOR ALL PLANTINGS, SEEDED AND/OR SODDED LAWN AREAS: THE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS AND LAWN AREAS FOR A MINIMUM TIME PERIOD OF 60 DAYS, UNTIL FINAL ACCEPTANCE BY OWNER'S REPRESENTATIVE. THE CONTRACTOR IS RESPONSIBLE FOR ADEQUATELY WATERING PLANTS AND LAWN/TURFGRASS DURING THIS 60 DAY ESTABLISHMENT PERIOD. CONTRACTOR IS RESPONSIBLE FOR THE ESTABLISHMENT OF HEALTHY VIGOROUS PLANT MATERIALS AND LAWN/TURFGRASS GROWTH. CONTRACTOR IS ALSO RESPONSIBLE FOR ANY PRUNING OF PLANT MATERIALS, AND SHAPING AND/OR REPLACEMENT OR SUPPLEMENT OF DEFICIENT SHREDDED HARDWOOD BARK MULCH DURING THIS PERIOD. LONG TERM PLANT MATERIALS AND LAWN/TURFGRASS MAINTENANCE AND ANY PROGRAM FOR SUCH IS THE RESPONSIBILITY OF THE OWNER. ALL PLANTINGS AND LAWN/TURFGRASS AREAS SHALL BE MAINTAINED IN A MANICURED CONDITION UNTIL THE TIME WHEN THE OWNER'S ACCEPTANCE IS GIVEN.
4. MAINTENANCE: (OWNER) THE OWNER IS RESPONSIBLE FOR THE CONTINUED MAINTENANCE, REPAIR AND REPLACEMENT OF ALL LANDSCAPE MATERIALS AND WEED BARRIER FABRIC AS NECESSARY FOLLOWING THE ONE (1) YEAR CONTRACTOR GUARANTEE PERIOD.



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Approved By: PMP

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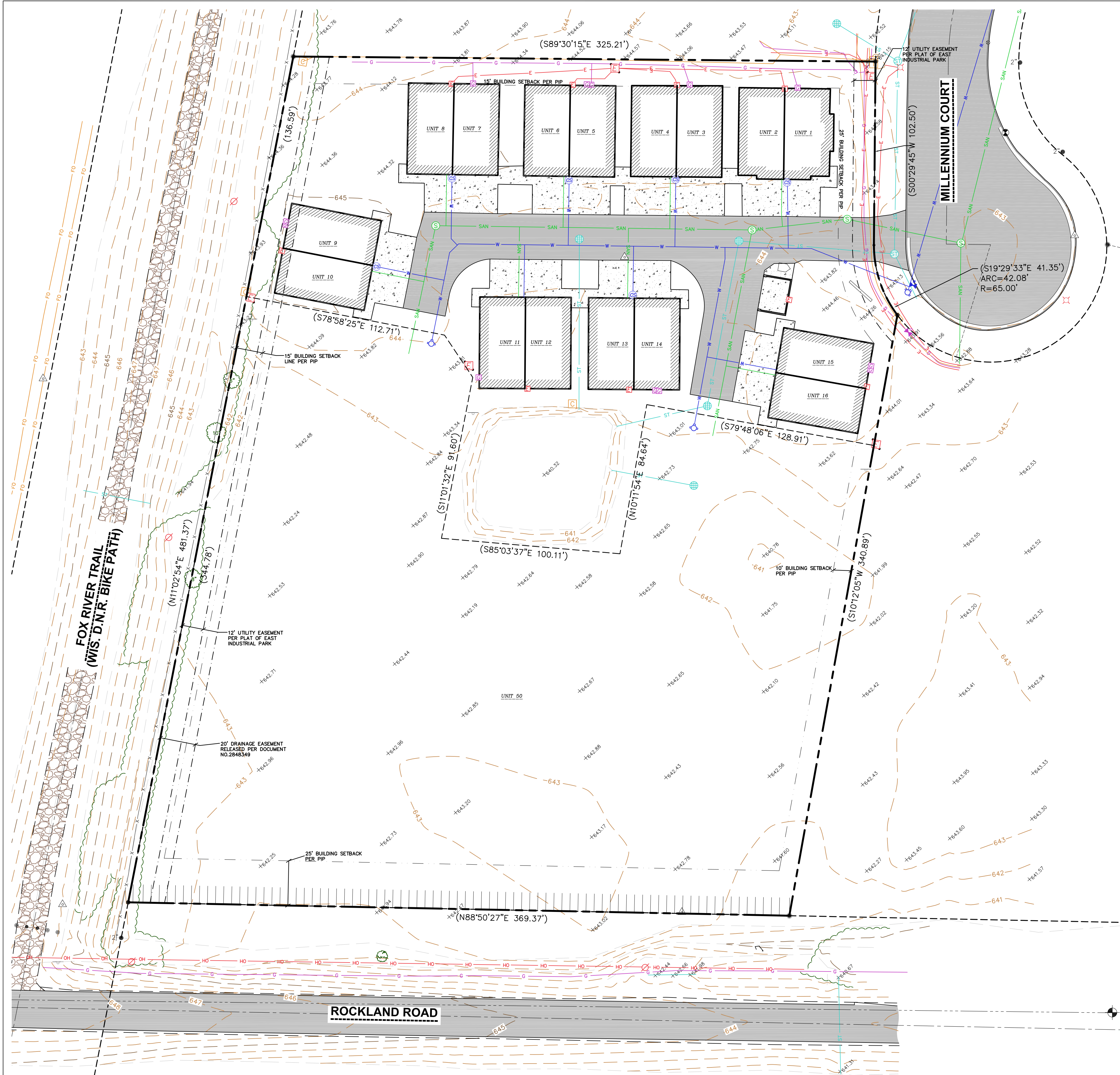
**LANDSCAPE NOTES &
DETAILS**

SHEET NUMBER:

L2.0

JSD PROJECT NO: 20-9800A

File: Y:\PROJECTS\2020\209800A\DWG\Survey\Survey Sheets\209800A TU Map.dwg Layout: 22x34 User: ceamoddy Plotted: Mar 16, 2022 - 4:11pm



EXISTING CONDITIONS SURVEY

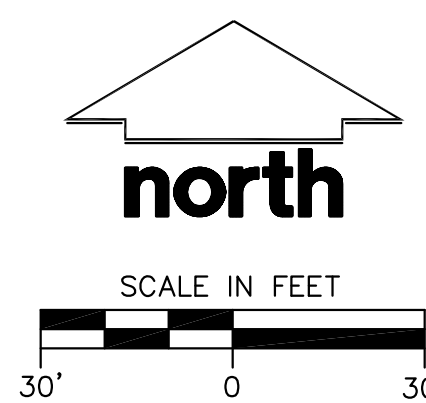
UNITS 1-16 AND 50, STORAGESHOPUSA-EAST DE PERE CONDOMINIUM,
LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND
SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34,
TOWNSHIP 23 NORTH, RANGE 20 EAST,
CITY OF DEPERE, BROWN COUNTY, WISCONSIN.

LEGEND

- MAG NAIL SET
- GOVERNMENT CORNER
- WITNESS MONUMENT
- 1" IRON PIPE FOUND
- 2" IRON PIPE FOUND
- IRON PIPE FOUND (SIZE NOTED)
- PK/MAG NAIL FOUND
- 1/4" REBAR FOUND
- 3/4" REBAR FOUND
- CONTROL POINT
- BENCHMARK
- SANITARY MANHOLE
- WATER MANHOLE
- HYDRANT
- WATER VALVE
- CURB STOP/SERVICE VALVE
- STORM MANHOLE
- ROUND CASTED INLET
- GAS REGULATOR/METER
- GAS VALVE
- PLAT BOUNDARY
- CHORD LINE
- CENTERLINE
- RIGHT-OF-WAY LINE
- SETBACK LINE
- SECTION LINE
- PARCEL BOUNDARY
- PROPERTY LINE
- PLATTED LOT LINE
- EASEMENT LINE
- EDGE OF PAVEMENT
- CONCRETE CURB & GUTTER
- EDGE OF GRAVEL
- SANITARY SEWER
- WATER LINE
- STORM SEWER
- NATURAL GAS
- UNDERGROUND ELECTRIC
- EDGE OF WOODS OR BRUSH
- BUILDING
- INDEX CONTOUR
- INTERMEDIATE CONTOUR
- SPOT ELEVATION
- PHASE LINE
- BITUMINOUS PAVEMENT
- CONCRETE PAVEMENT
- GRAVEL
- EDGE OF BITUMINOUS
- PAVEMENT STRIPING
- END OF FLAGGED UTILITIES
- DENOTES RECORD DATA DEPICTING THE SAME LINE ON THE GROUND AS RETRACED BY THIS SURVEY

NOTES

- FIELD WORK PERFORMED BY JSD PROFESSIONAL SERVICES, INC. ON FEBRUARY 21, 2022.
- BEARINGS FOR THIS SURVEY AND MAP ARE REFERENCED TO THE GRID NORTH OF THE WISCONSIN COUNTY COORDINATE SYSTEM, BROWN COUNTY, THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 34-23-20, BEARS S89°19'18"E.
- ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). BENCHMARK IS A BRASS CAP MARKING THE NORTH 1/4 CORNER OF SECTION 2, T6N, R9E, ELEVATION = 899.17'
- CONTOUR INTERVAL IS ONE FOOT.
- SPOT ELEVATIONS IN CURBED AREAS REFERENCE THE PAVEMENT EDGE ELEVATIONS.
- SUBSURFACE UTILITIES AND FEATURES SHOWN ON THIS MAP HAVE BEEN APPROXIMATED BY LOCATING SURFICIAL FEATURES AND APPURTENANCES, LOCATING DIGGERS HOTLINE FIELD MARKINGS AND BY REFERENCE TO UTILITY RECORDS AND MAPS. DIGGER'S HOTLINE TICKET NO. 20220805528, WITH A CLEAR DATE OF 02/27/2022.
- UTILITY COMPANIES CONTACTED THRU DIGGERS HOTLINE:
CITY OF DEPERE
AT&T DISTRIBUTION
TIME WARNER CABLE
UNIFIED SCHOOL DISTRICT OF DE PERE
WISCONSIN PUBLIC SERVICE CORP
- BEFORE EXCAVATION, APPROPRIATE UTILITY COMPANIES SHOULD BE CONTACTED. FOR EXACT LOCATION OF UNDERGROUND UTILITIES, CONTACT DIGGERS HOTLINE, AT 1.800.242.8511.
- THE ACCURACY OF THE BENCHMARKS SHOWN ON THIS MAP SHALL BE VERIFIED BEFORE BEING UTILIZED. JSD PROFESSIONAL SERVICES, INC. DOES NOT WARRANT THE ACCURACY OF THESE BENCHMARKS.
- THIS PARCEL IS SUBJECT TO ALL EASEMENTS AND AGREEMENTS, BOTH RECORDED AND UNRECORDED.
- ALL UNITS ARE PART OF STORAGESHOPUSA-EAST DE PERE CONDOMINIUM



CREATE THE VISION TELL THE STORY

jsdinc.com

APPLETON REGIONAL OFFICE
3215 WEST LAWRENCE STREET, SUITE 6
APPLETON, WI 54914
P. 920.733.2800

CLIENT:

TOWN AND COUNTRY
DEVELOPMENT, LLC

CLIENT ADDRESS:

1855 COTTONWOOD COURT
DE PERE, WI 54115

PROJECT:

COMMERCIAL CONDOS

PROJECT LOCATION:

701 MILLENNIUM COURT
DE PERE, BROWN COUNTY
WISCONSIN 54115

MODIFICATIONS:

#	Date:	Description:
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Prepared By: JNW 03/16/22
Reviewed By: TJB 03/16/22
Approved By: TJB 03/16/22

SHEET TITLE:

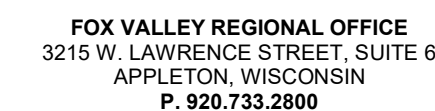
EXISTING CONDITIONS
SURVEY

SHEET NUMBER:

1 OF 1

PROJECT NO: 20-9800A

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF JSD PROFESSIONAL SERVICES, INC.



**TOWN & COUNTRY
DEVELOPMENT, LLC**

CLIENT ADDRESS:
1855 COTTONWOOD COURT
DEPERE, WI 54115

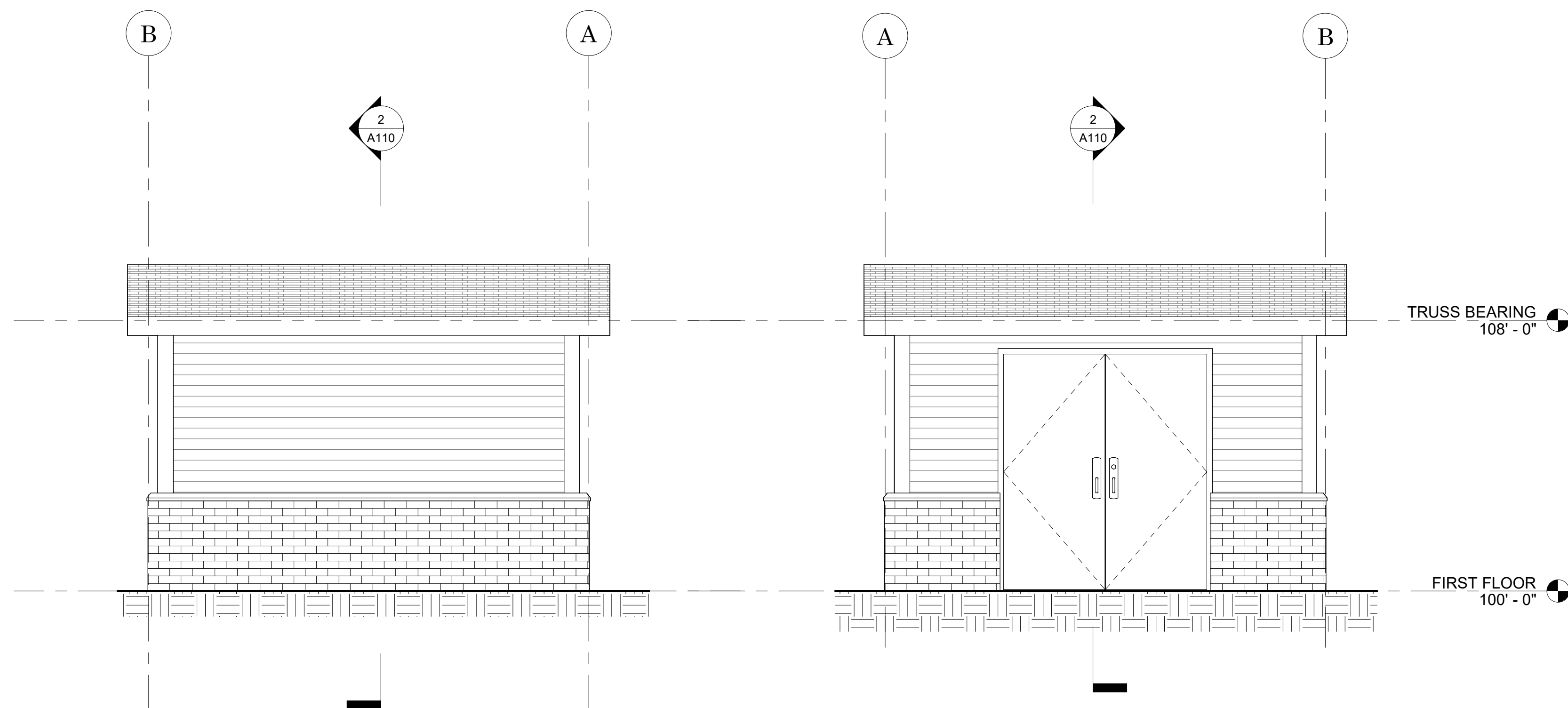
PROJECT:
**COMMERCIAL CONDOS
METER HOUSE**

PROJECT LOCATION:
701 MILLENNIUM COURT
DEPERE, WI 54115

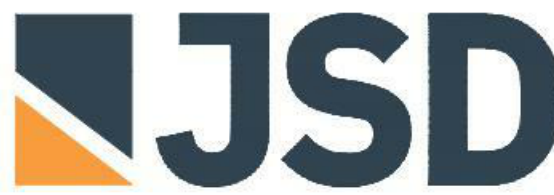
FLOOR PLAN & ELEVATIONS

A100

20-9800A



1 FIRST FLOOR
A100 1/2" = 1'-0"



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jsdinc.com

FOX VALLEY REGIONAL OFFICE
3215 W. LAWRENCE STREET, SUITE 6
APPLETON, WISCONSIN
P. 920.733.2800

CLIENT:
**TOWN & COUNTRY
DEVELOPMENT, LLC**

CLIENT ADDRESS:
**1855 COTTONWOOD COURT
DEPERE, WI 54115**

PROJECT:
**COMMERCIAL CONDOS
METER HOUSE**

PROJECT LOCATION:
**701 MILLENNIUM COURT
DEPERE, WI 54115**

PLAN MODIFICATIONS:		
#	Date:	Description:
1	06-02-2022	Issued for Construction
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Design/Drawn:
Approved:
Plan Created:

SHEET TITLE:
SECTIONS & DETAILS

SHEET NUMBER:

A110

JSD PROJECT NO: 20-9800A

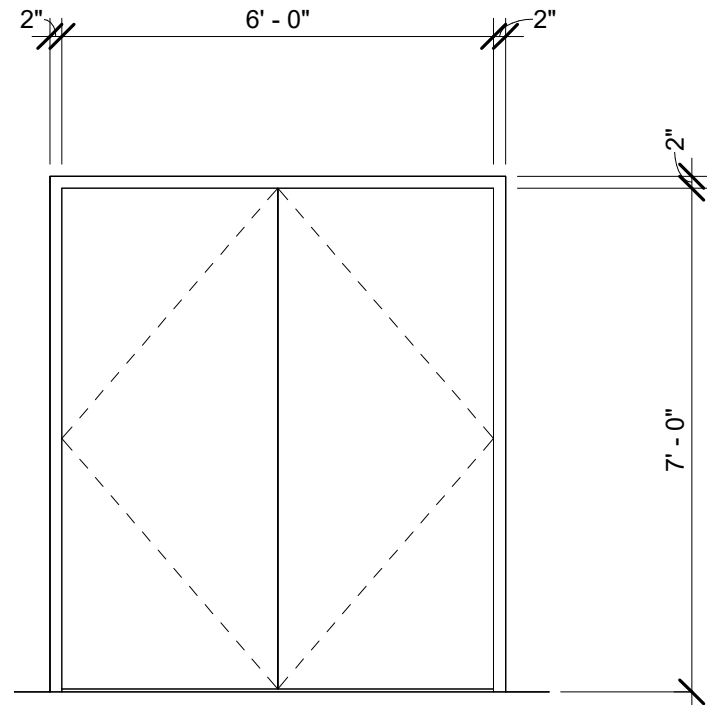
DOOR SCHEDULE

DOOR #	WIDTH	HEIGHT	THICKNESS	HANDING	FIRE RATING	DOOR MATERIAL	DOOR PANEL	FRAME MATERIAL	JAMB PROFILE	HARDWARE GROUP	NOTES
100	6' - 0"	7' - 0"	1 3/4"	RHR	N/A	HM - 16 GA.	SEE ELEVATION	HM - 16 GA.	Z	GROUP 1	

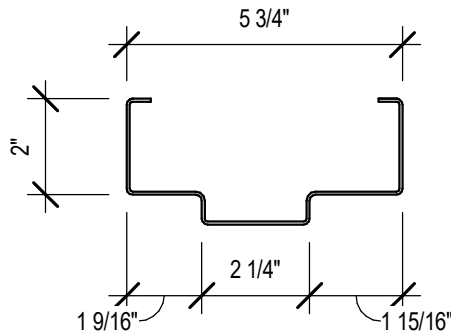
DOOR HARDWARE SCHEDULE

GROUP 1P (EXTERIOR DOUBLE DOOR - STOREROOM LOCKSET ACTION):					
2	EA	CONTINUOUS HINGE	224HD	CLR	IVES
2	EA	PULL PLATE	8303	626	IVES
1		DEADLOCK	B661P	626	SCHLAGE
1		FLUSHBOLT	FB61P		IVES
1	EA	CYLINDER	BY OWNER	626	SCHLAGE
1	SET	SEAL	160	AL	NGP
1	SET	ASTRAGAL	137N (SET)	AL	NGP
2	EA	SWEEP	200N	AL	NGP
1	EA	THRESHOLD	425	AL	NGP
1	EA	RAIN DRIP	16	AL	NGP

- ALL LOCKSET CORES TO BE SCHLAGE 20-030 CONVENTIONAL CHANGABLE CORES W. 626 FINISH.
MASTER KEYING TO BE COORDINATED WITH BUILDING OWNER



DOOR ELEVATION - TYPE F (FLUSH)
INSULATED HOLLOW METAL W/ STEEL
ASTRAGAL

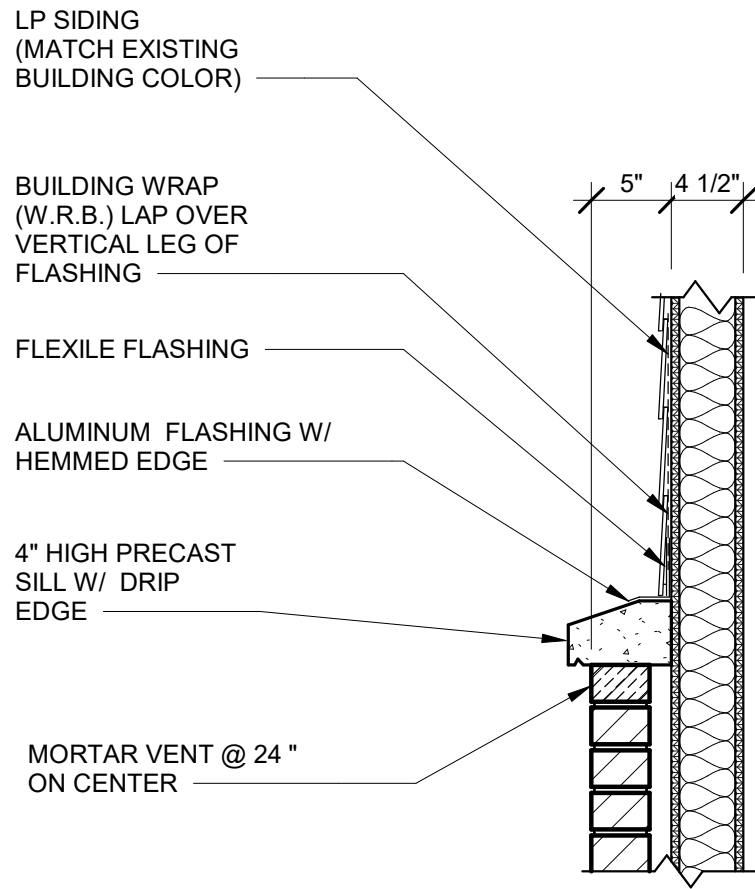


JAMB PROFILE - Z
HOLLOW METAL

TRUSS BEARING AT EXTERIOR WALL

6
A110

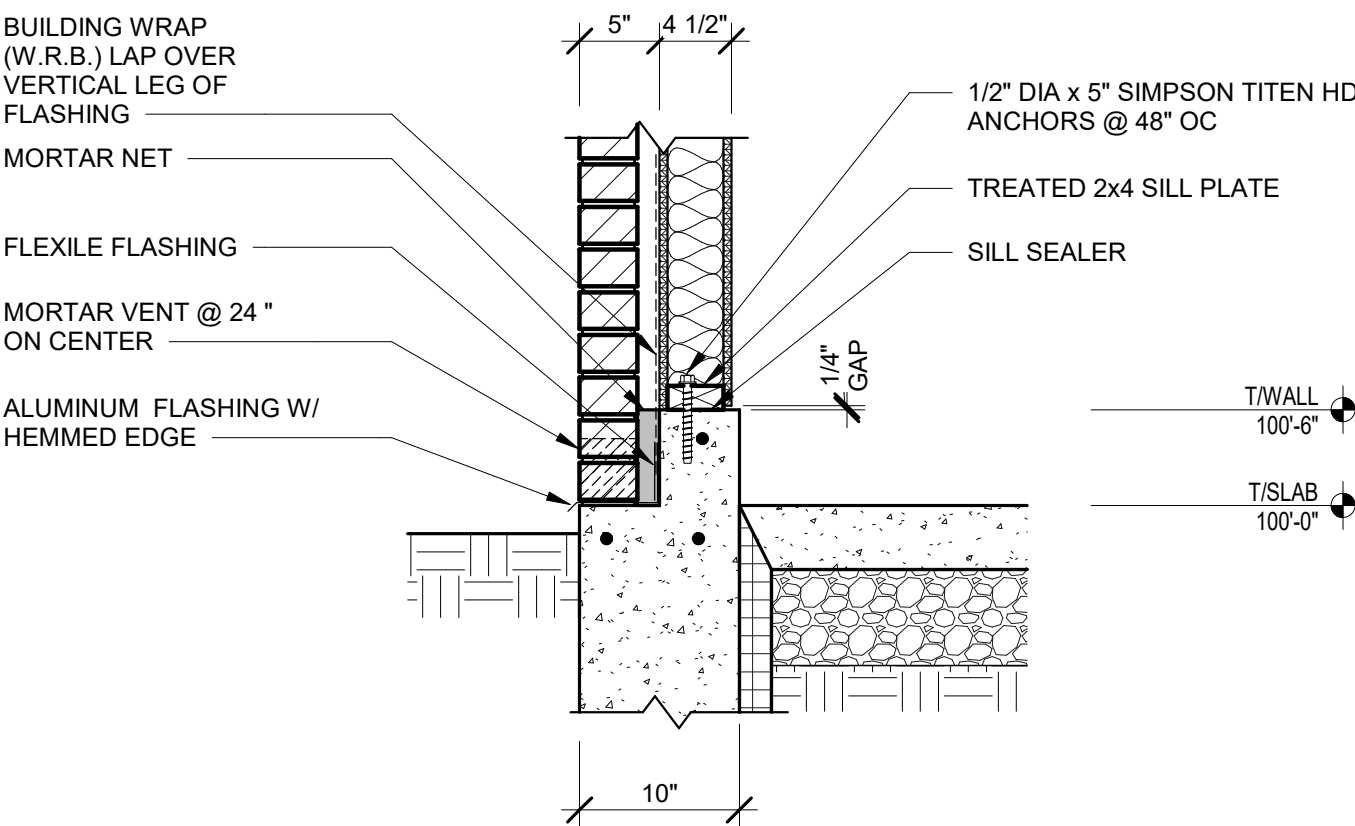
1" = 1'-0"



TRANSITION @ BRICK SILL

8
A110

1" = 1'-0"



WALL CAVITY @ FOUNDATION

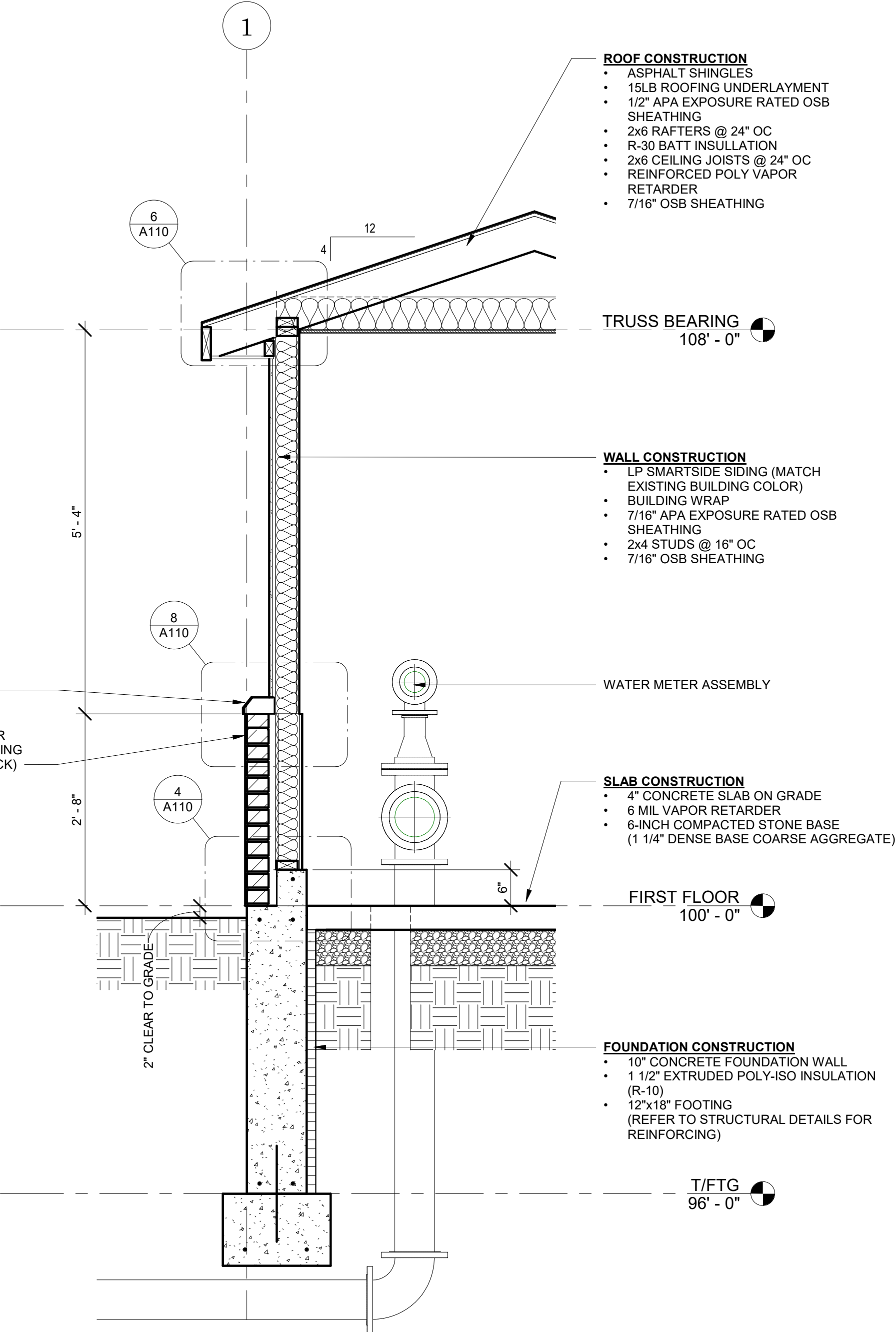
4
A110

1" = 1'-0"

TYPICAL WALL SECTION

1
A110

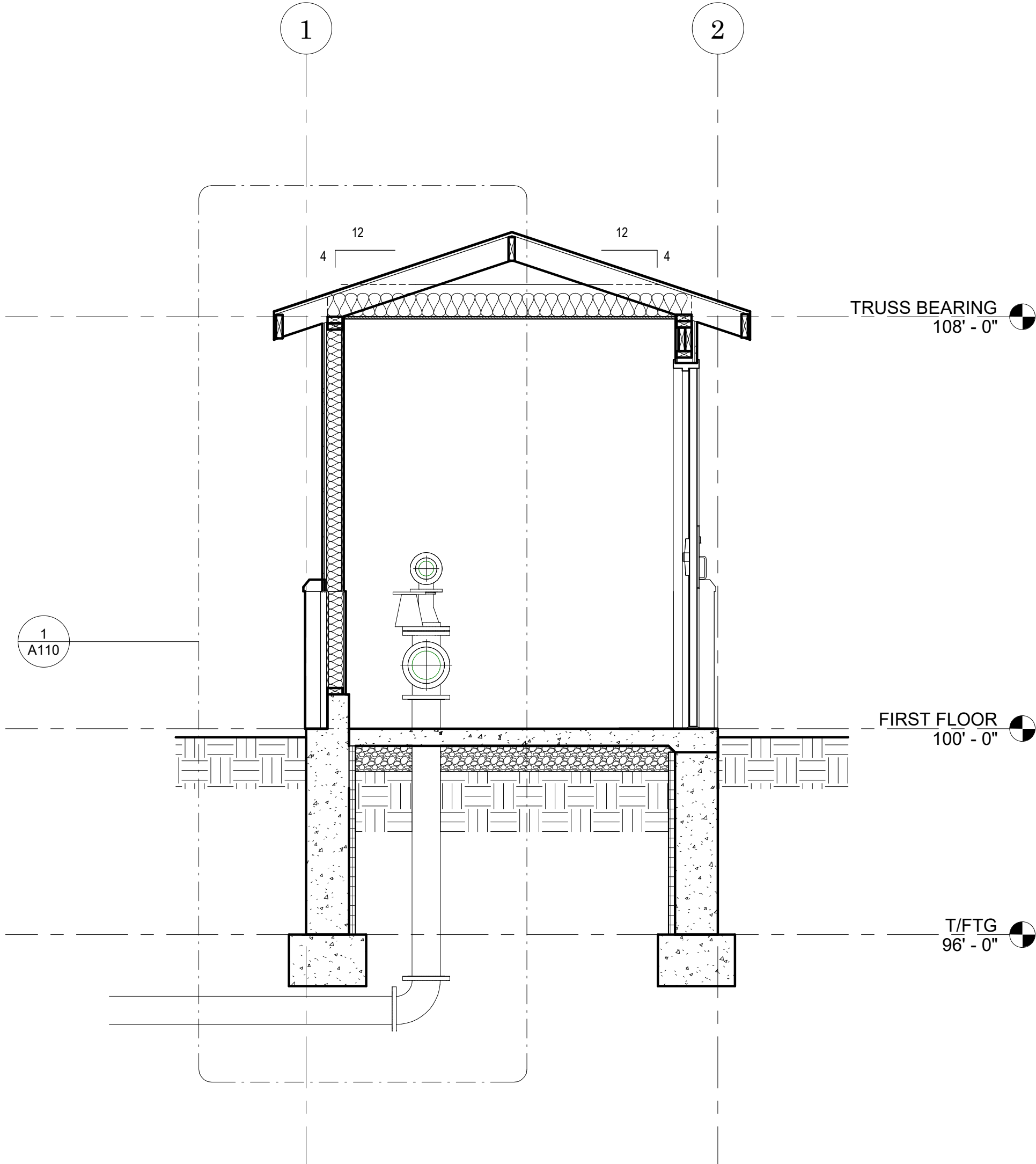
3/4" = 1'-0"

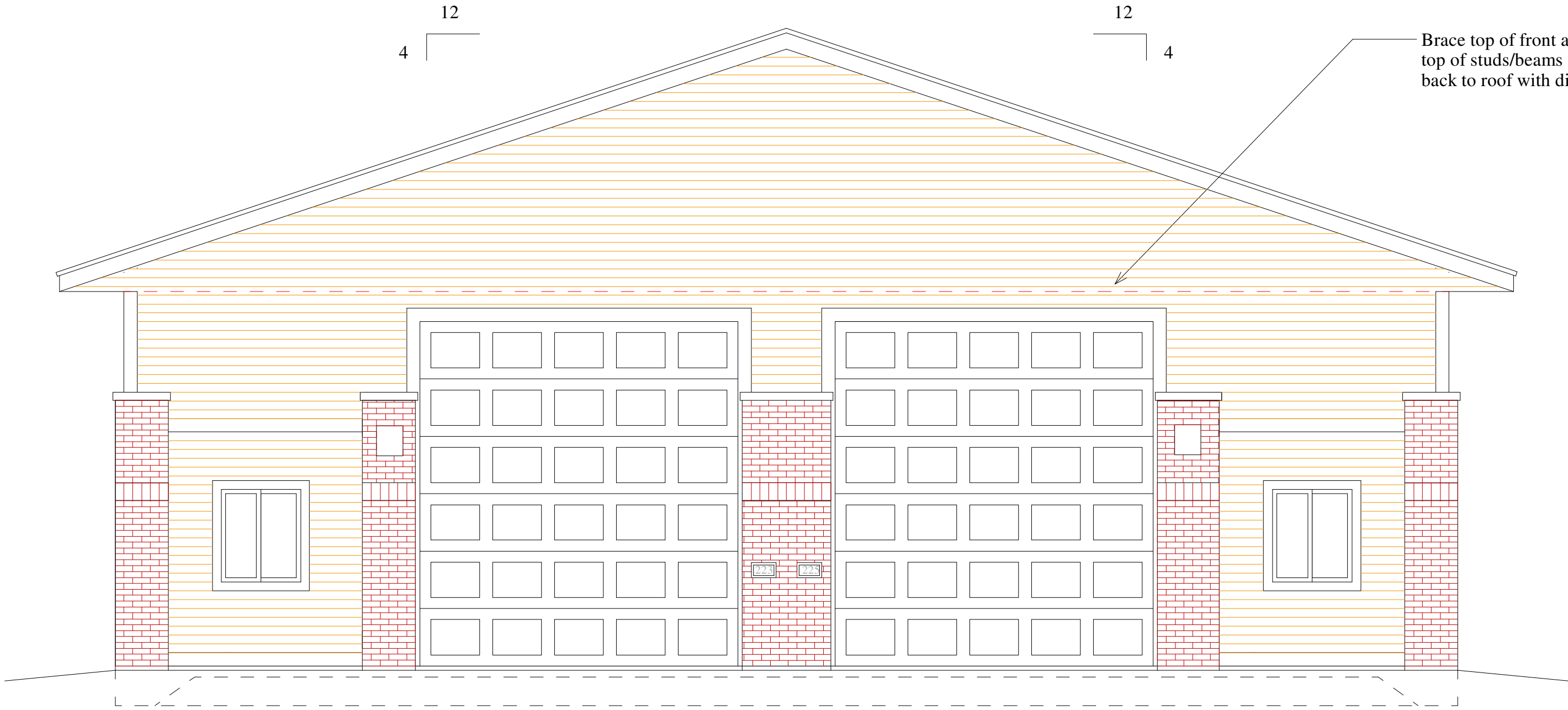


BUILDING ECTION

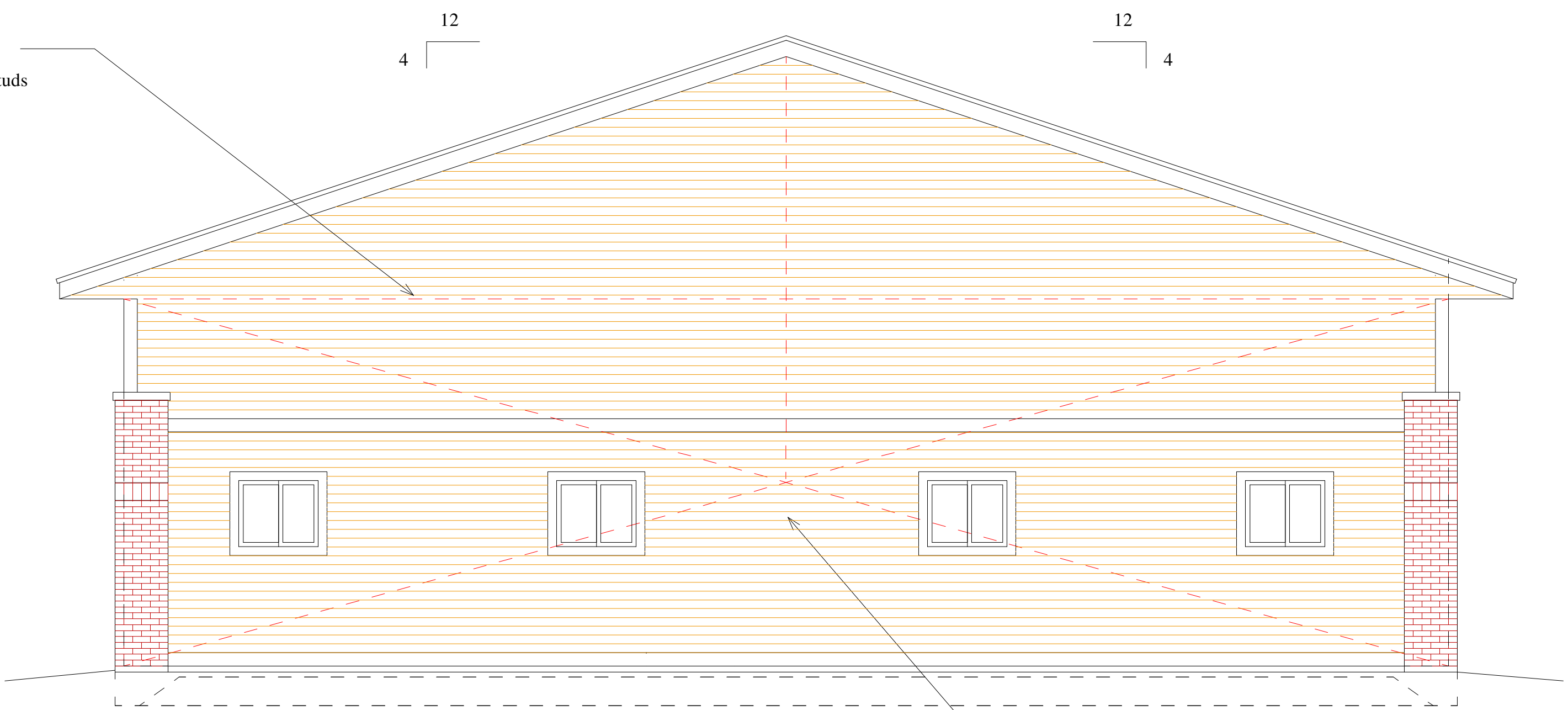
2
A110

1/2" = 1'-0"

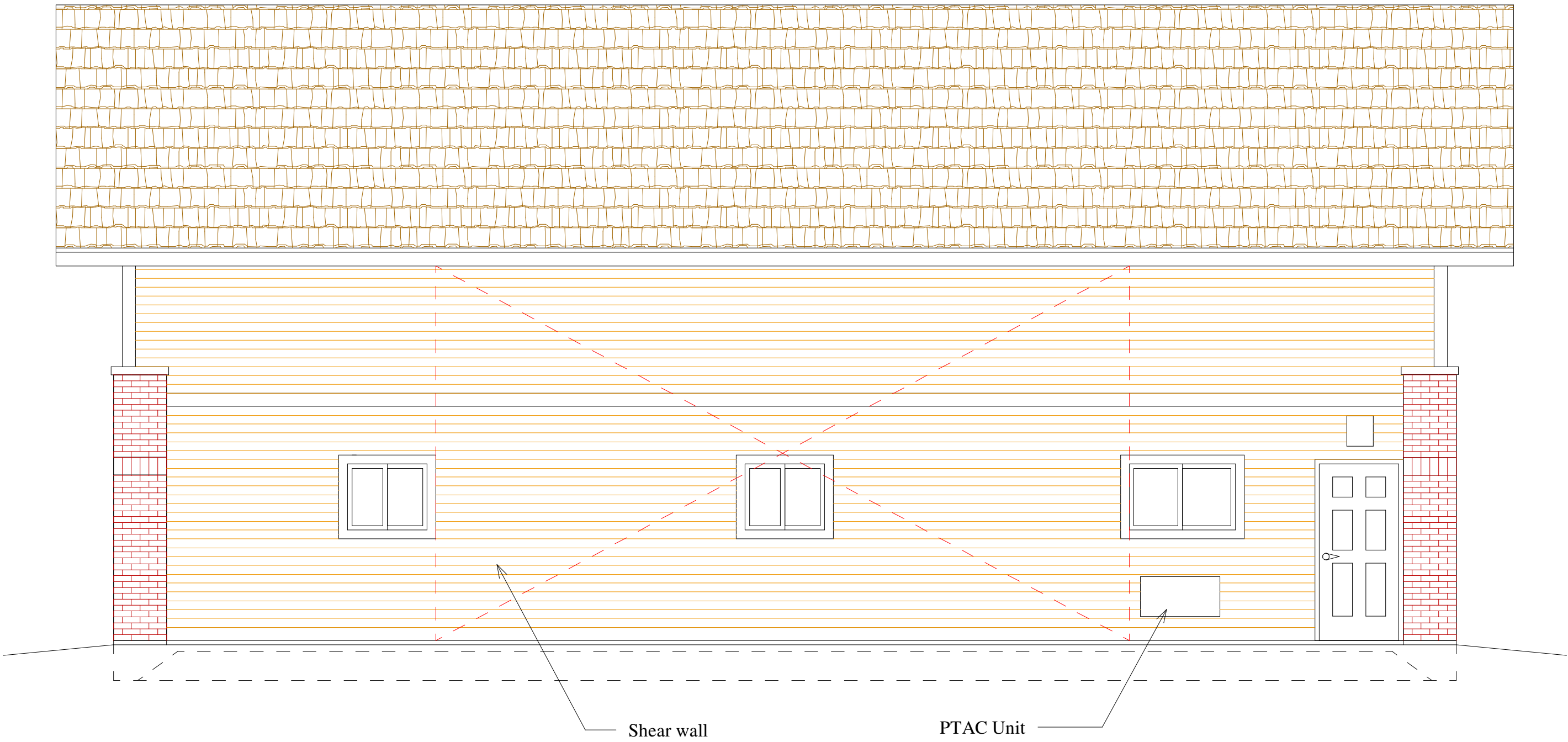




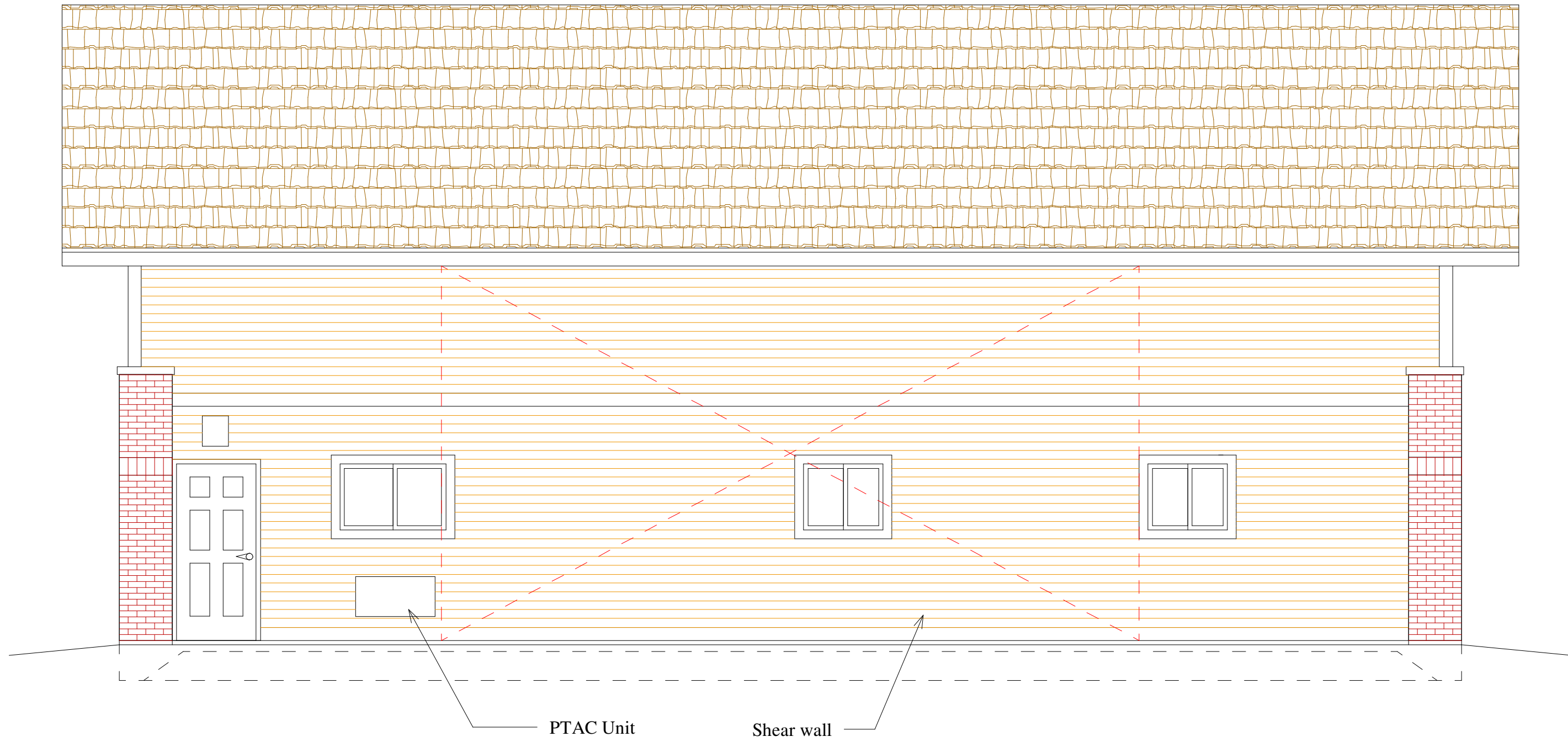
Front Elevation
Scale = 1/4"=1'-0"



Rear Elevation
Scale = 1/4"=1'-0"



Left Elevation
Scale = 1/4"=1'-0"



Right Elevation
Scale = 1/8"=1'-0"

Jeffery Groenier, Architect
W125 Amidon Road
Brooklyn, WI 53521
608-698-3196

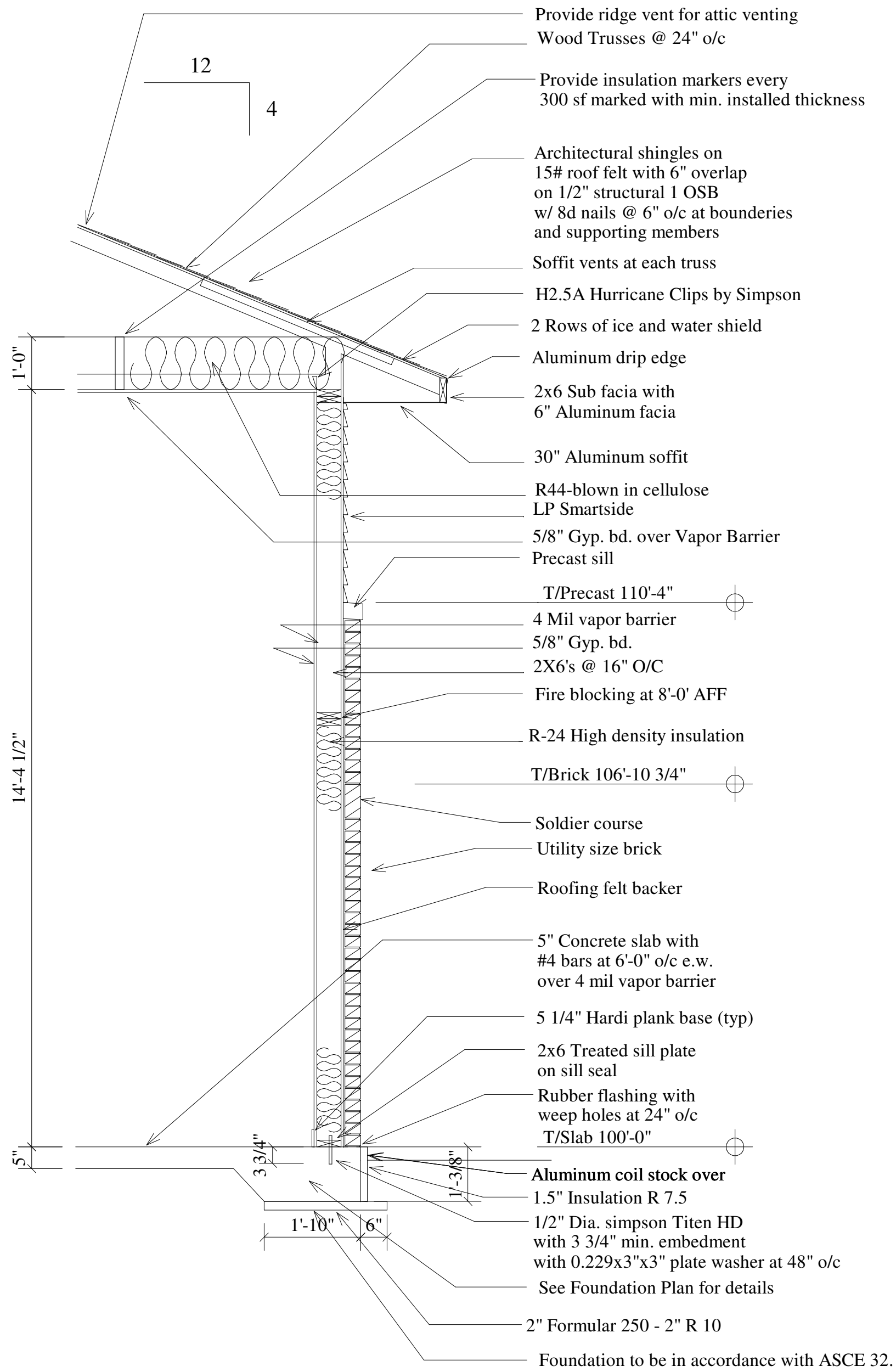
Concepts
In
Architecture, LLC

Proposed for: Town and Country Devel
Dave Anderson
Address: 1855 Cottonwood Court
De Pere, WI 54115
920-360-1040

Project: StoragshopUSA
Address: City of Depere, WI
Sheet Title: Elevations

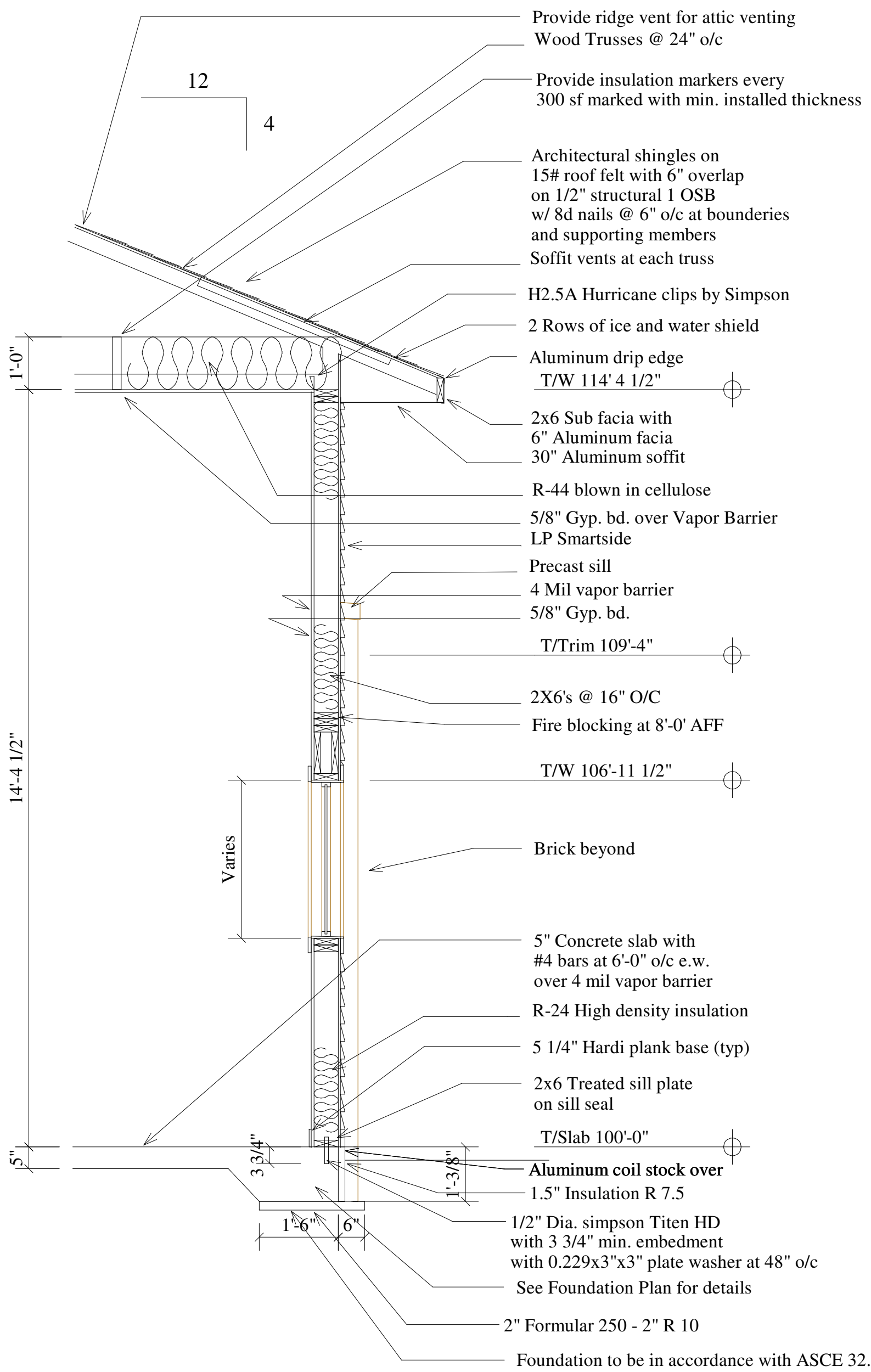
Date: 05-20-2020
Scale: As Noted
Job #: 06-01

SHEET
A3.0



2 Wall Section

Scale = 1/2"=1'-0"



1 Wall Section

Scale = 1/2"=1'-0"

Jeffery Groenier, Architect
W125 Amidon Road
Brooklyn, WI 53521
608-698-3196

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Concepts
in
Architecture, LLC

Proposed for: Town and Country Devel
Dave Anderson
Address: 1855 Cottonwood Court
De Pere, WI 54115
920-360-1040

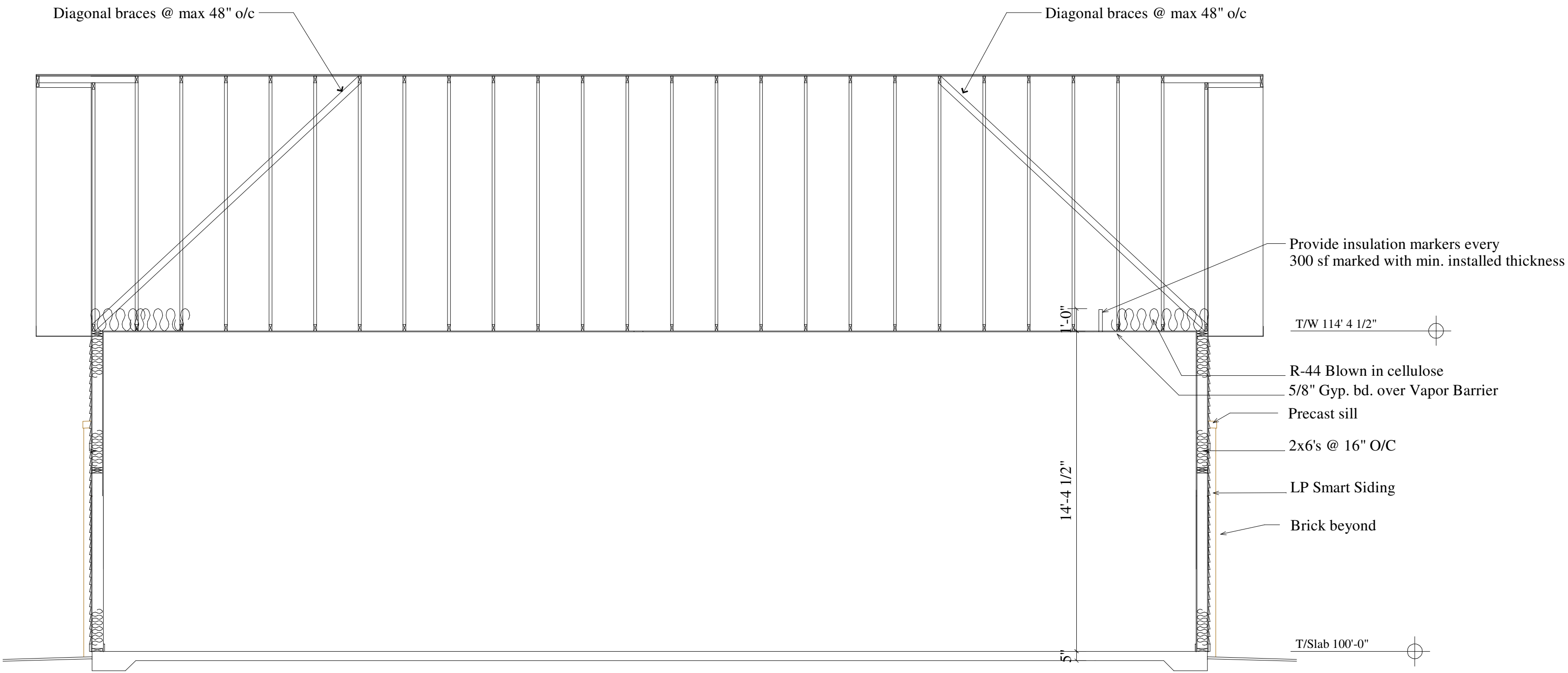
Project: StoragshopUSA
Address: City of Deperte, WI
Sheet Title: Sections

Date: 05-17-2020

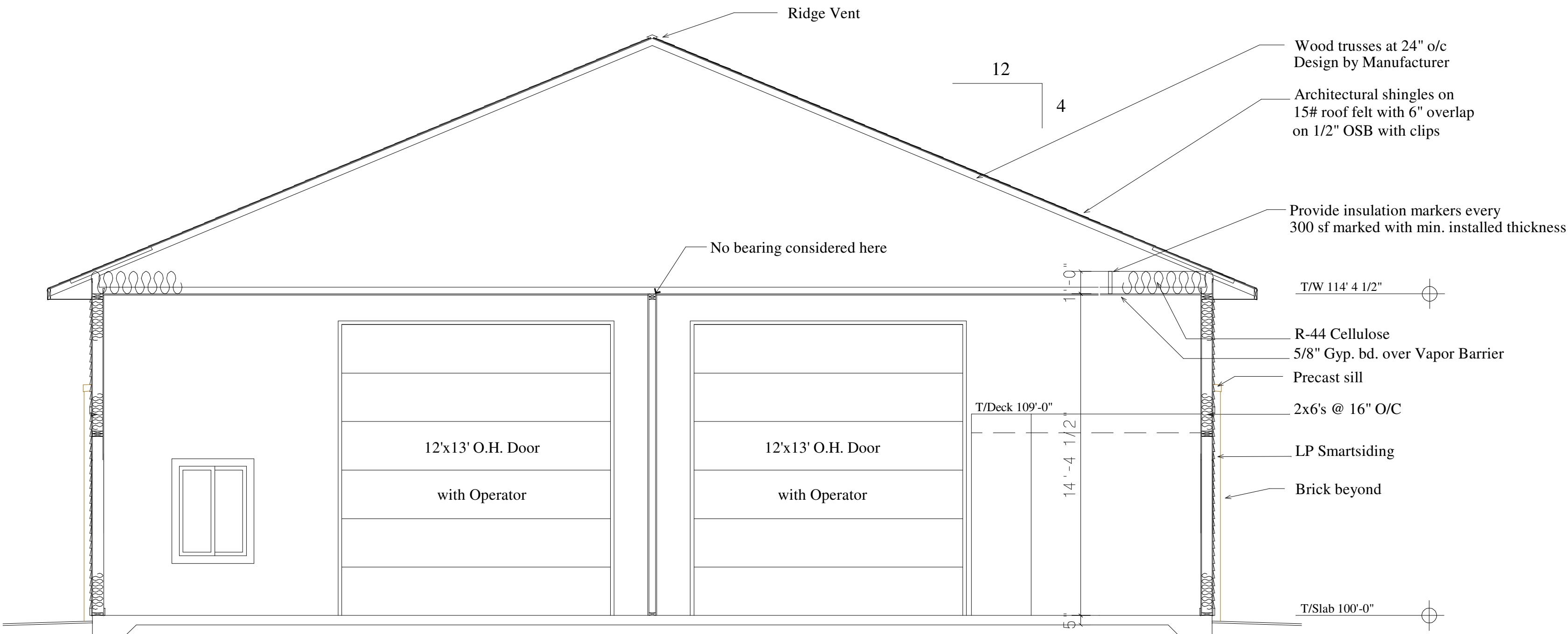
Scale: As Noted

Job #: 06-01

SHEET
A2.0



2 Building Section
Scale = 1/4"=1'-0"



1 Building Section
Scale = 1/4"=1'-0"

Jeffery Groenier, Architect
W125 Amidon Road
Brooklyn, WI 53521
608-698-3196

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Concepts
In
Architecture, LLC

Proposed for: Town and Country Devel
Dave Anderson
Address: 1855 Cottonwood Court
De Pere, WI 54115
920-360-1040

Project: StoragshopUSA
Address: City of Deperte, WI

Sheet Title: Building Sections

Date: 05-20-2020

Scale: As Noted

Job #: 06-01

SHEET
A4.0



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 4, 2022

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage License for De Pere Deacons Hockey Team, Inc. (DBA De Pere Deacons Hockey Team, Inc.) 1450 Ft. Howard Ave. Submitted by De Pere Deacons Hockey Team, Inc.; Agent David Lepp, Green Bay, WI.

ATTACHMENTS:

- Deacons Application 10.4.22 (PDF)

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. Read instructions on page 3.)

For the license period beginning: 11.01.22 ending: 05.01.23
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of DePue
☐ Village of DePue
☒ City of DePue

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

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

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last) <u>LEPP</u>	(First) <u>DAVID</u>	(Middle Name) <u>EDWARD</u>	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company <u>DEPUÉ DEACONS HOCKEY TEAM, INC.</u>	Address of Corporation / Limited Liability Company (if different from licensed premises)
---	--

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name <u>LEPP</u>	(First) <u>DAVID</u>	(Middle Name) <u>EDWARD</u>	Home Address (Street, City or Post Office, & Zip Code)
--------------------------------	-------------------------	--------------------------------	--

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name <u>LEPP</u>	(First) <u>DAVID</u>	(Middle Name) <u>EDWARD</u>	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name <u>NUTHALS</u>	(First) <u>GREG</u>	(Middle Name) <u>FRANCIS</u>	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

- Trade Name DePue Deacons Hockey Team, Inc. Business Phone Number 920.660.0933
- Address of Premises 1450 Ft. Howard Av Post Office & Zip Code DePue, WI 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1st and Second Floors @ DePue Ice Arena

Applicant's Wisconsin Seller's Permit Number <u>EXEMPT</u>	
FEIN Number <u>440893404</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☐ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>30.00</u>
TOTAL FEE	\$ <u>30.00</u>

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☐ Yes ☒ No
- _____
- _____
- _____
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
- _____
- _____
- _____
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? **EXEMPT PER CANNIE** ☐ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Contact Person's Name (Last, First, M.I.) LEPP, DAVID, EDWARD	Title / Member MEMBER	Date 8.03.22
Signature <i>David E Lepp</i>	Phone Number 920.660.0933	Email Address dlepp07kw@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 8/3/2022	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder:** If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) **AND** AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

1. NAME <u>NONE</u>	STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____	WHERE CONVICTED _____
DATE _____ PENALTY _____	☐ MISDEMEANOR ☐ FELONY
2. NAME _____	STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____	WHERE CONVICTED _____
DATE _____ PENALTY _____	☐ MISDEMEANOR ☐ FELONY
3. NAME _____	STATUTE NO./LOCAL ORDINANCE _____
CHARGE _____	WHERE CONVICTED _____
DATE _____ PENALTY _____	☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____	STATUTE NO./LOCAL ORDINANCE _____
PENDING CHARGE _____	DATE _____



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 4, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Recommendation from the License Committee on an application for
Change of Agent for Walgreens #15637, 150 S. Wisconsin St.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 4, 2022

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #22-83 Authorizing Agreement Between Bungalow Holdings, LLC and the City of De Pere for "The Bungalows of De Pere" Single-Family Housing Development (Parcel WD-D0034 and Part of Parcels WD-D0035 and WD-D0031).

The terms of this development agreement were approved unanimously at the Finance/Personnel Committee meeting on April 12, 2002.

ATTACHMENTS:

- Reso22-83 (PDF)
- Preserve Develop TID (KKJ final draft 9-28-22) (PDF)
- Exhibit A-DRAFT- GENERAL DEVELOPMENT PLAN (PDF)
- Exhibit B-DRAFT Preliminary 9-15-22 (PDF)
- Exhibit C (PDF)
- Exhibit D-DRAFT Preserve - Residential Infrastructure Agreement (final draft) (PDF)
- Exhibit E- ROW Transfer Map (PDF)

RESOLUTION #22-83

AUTHORIZING AGREEMENT BETWEEN BUNGALOW HOLDINGS, LLC AND THE CITY OF DE PERE
FOR “THE BUNGALOWS OF DE PERE” SINGLE-FAMILY HOUSING DEVELOPMENT
(Parcel WD-D0034 and Part of Parcels WD-D0035 and WD-D0031)

WHEREAS, Bungalow Holdings, LLC (“Developer”) wishes to enter into an agreement for development of a 35-acre parcel of unimproved real property located in Tax Incremental Financing District #15 (TID #15) to allow Developer to construct approximately 82 single-family housing residential properties, with clubhouse and other amenities (“Development Project”), to address the need for additional housing stock in the City; and

WHEREAS, Wis. Stats. §66.1105(2)(f), authorizes the expenditure of allowable project costs, such as cash reimbursement grants for site development expenses, when made pursuant to a signed development agreement, for the benefit of residential and other mixed-use development within its TID Districts; and

WHEREAS, Wis. Stats. §66.1105(2)(f)3, authorizes the expenditure of allowable project costs and monetary obligations made or estimated to be made or incurred by the City for newly platted residential for a mixed-use tax incremental district, provided the housing density is at least three (3) units per acre; and

WHEREAS, the intended Development Project is consistent with the Amended Project Plan for TID #15 and will be beneficial to the City; and

WHEREAS, Developer’s ability to commence the Development Project is contingent upon the City’s commitment to provide reimbursement of significant site development

Resolution #22-83

Page 2 of 2

expenses, pursuant to the terms set forth in the attached Development Agreement Between Bungalow Holdings, LLC and the City of De Pere; and

WHEREAS, the City desires to provide such financial assistance and to promote this Development Project; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement Between Bungalow Holdings, LLC and the City of De Pere for "The Bungalows of De Pere" Single-Family Housing Development, as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are 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 4th day of October, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 04/12/2022

**AGREEMENT BETWEEN BUNGALOW HOLDINGS, LLC AND THE CITY OF DE PERE
FOR “THE BUNGALOWS OF DE PERE” SINGLE-FAMILY HOUSING DEVELOPMENT**
(Parcel WD-D0034 and Part of Parcels WD-D0035 and WD-D0031)

THIS AGREEMENT made and entered into this ____ day of _____, 2022, by and between the City of De Pere, Wisconsin, a municipal corporation (“City”) and Bungalow Holdings, LLC, a Wisconsin limited liability company, a wholly owned subsidiary of Preserve Development, LLC, a Wisconsin limited liability company (“Developer”), together “the Parties”.

RECITALS

WHEREAS, the City has a significant need for additional single-family housing stock, not only for persons seeking to move into De Pere, but also for those who need to re-size existing De Pere households; and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Incremental Financing District #15 (“TID #15” or “District”) on February 18, 2020 as and for the benefit of mixed-use development within the District; and

WHEREAS, Developer owns unimproved real property within TID #15 and wishes to develop approximately 35 acres of said property into a higher density, cohesive single-family home residential community; and

WHEREAS, the intended single-family development construction is consistent with the Amended Project Plan for TID #15, is consistent with the recognized need for additional housing stock in the City, and will be beneficial to the City; and

WHEREAS, allowable project costs under Wis. Stats. §66.1105(2)(f) include, among other things, cash reimbursement grants for site development expenses when made pursuant to a signed development agreement; and

WHEREAS, under Wis. Stats. §66.1105(2)(f)3, project costs may also include expenditures and monetary obligations made or estimated to be made or incurred by the City for newly platted residential development for a mixed-use tax incremental district provided the housing density is at least three (3) units per acre; and

WHEREAS, Developer's ability to develop their approximate 35 acre parcel in the City with higher density single-family residential development would not be viable and this development would not occur but for the City's commitment to reimburse significant site development expenses associated with said single-family residence construction expenses; and

WHEREAS, the Development described above and more fully in this Agreement will benefit the City and the public for a number of reasons, including but not limited to, an increase in the City's tax base, increased availability of single-family housing stock for City residents and others, and the vitalization of TID #15, all of which will collectively promote the general welfare of the City; and

WHEREAS, to further the development of TID #15, and to receive the benefits which accrue from such development, the City is willing to provide financial assistance as set forth in this Agreement and has determined that the Agreement is in the public interest.

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

I. DEFINITIONS

- A. Assessed Value** means the value yearly placed upon each Residential Property as determined pursuant to Wisconsin Statutes, Chapter 70 during the term this Agreement.
- B. Clubhouse** means the approximate 3039 sq. ft. building including community room, kitchen, exercise room, game room, restrooms, and other like amenities to be constructed by Developer for use by owners and occupiers of the Residential Properties.
- C. Commence Construction** means physical work on the Development has occurred such that building permits have been obtained and foundation excavated for construction of the first Residential Property.
- D. Developer** means Bungalow Holdings, LLC, a Wisconsin limited liability company.
- E. Development** means the higher-density, single family home development together with clubhouse and other amenities to be constructed upon approximately 35 undeveloped acres of Developer owned real property.
- The Development will be under a Planned Development District (“PDD”) zoning overlay and proceed in two (2) phases, with the General Development Plan for the PDD and Preliminary Plat for Phase I to be approved by the City Plan Commission by September 1, 2022. The General Development Plan and final Preliminary Plat for Phase I, as are approved, modified, or conditioned by the Plan Commission shall be attached as Exhibits A and B, respectively.

- F. District and/or TID #15** means City of De Pere Tax Increment Financing District No. 15., a mixed-use District which is statutorily scheduled to close as of February 20, 2040.
- G. Project** means the Development. Phase I of the Project shall consist of Stage I and 2 and Phase II of the Project shall consist of Stages 3 and 4, set forth in Section II.B.
- H. Project Costs** means those expenditures and costs defined in Wis. Stats. §66.1105(2)(f).
- I. Project Incentives** means the Residential Infrastructure Financing Agreement for the Development and the Project Cost Reimbursement Grant of Three Million Seven Hundred Thousand and no/100 (\$3,700,000.00) provided to Developer as set forth in Paragraph III.A.1 and 2.
- J. Residential Property** means each individual single-family home in the Development.
- K. Residential Property Owner** means the record title holder of the Residential Property.
- L. Tax Increment** means the actual amount of yearly tax increment from TID #15 generated by and attributable to the Development.
- M. Term of Agreement** means the duration of TID #15.

II. DEVELOPER OBLIGATIONS

A. Plan Commission Site Plan Approval.

1. Developer shall take all steps necessary to submit its Planned Development District General Development Plan (as defined in §14-59 of the City's Zoning Code) for the Development together with the Preliminary Plat for Phase I of the Development to the City Plan Commission by September 1, 2022. All terms and conditions of the City Plan Commission General Development Plan and Preliminary Plat approval as set forth in the Commission approval letter issued by the Development Services Department shall be incorporated by reference into this Agreement as Exhibits A and Exhibit B, respectively.
2. Developer shall submit the Preliminary Plat for Phase II of the Development to the City Plan Commission when not more than 75% of the platted lots in Phase I have received certificates of occupancy from the City Building Inspection Department. The Preliminary Plat for Phase II shall conform with the approved General Development Plan.
3. The Project shall be constructed in compliance with all City codes, including Chapter 54, De Pere Municipal Code (Building Code) and Chapter 14, De Pere Municipal Code (Zoning Code) together with the conditions/requirements of the City Plan Commission. If the provisions of this paragraph are not complied with,

the City may proceed as provided in Paragraph II.D. below.

B. Commencement of Construction and Substantial Completion.

1. Developer shall Commence Construction so that the Project is substantially completed consistent with construction of the approximately 82 Residential Properties. Developer shall endeavor to maximize the number of Residential Properties in the Project, however, the number of Residential Properties constructed may deviate from the anticipated 82 when necessary due to site constraints encountered with road design, right-of-way requirements, storm water management issues and similar site-related issues.
2. Construction of the Project shall take place with all deliberate speed and time is of the essence. Notwithstanding the desire of the Developer to exclusively utilize one builder dedicated to the construction of the Residential Properties, should Developer's exclusive builder fail to construct such Residential Properties on pace with the demand therefore without a waiting list or construction delay by reason of insufficient workforce or failure to construct the units with all deliberate speed, Developer shall terminate the exclusive builder provisions of the Development and allow other developers to construct the Residential Properties provided they are constructed according to Developer's specific design requirement and covenants.

3. Developer shall be permitted to commence construction on four (4) lots to include the clubhouse and three (3) Residential Properties including a gravel driveway and sewer/water laterals directly from Lawrence Drive depicted on the preliminary Certified Survey Map attached as Exhibit C prior to the approval of the Preliminary Plat for Phase I and completion of public infrastructure. Permission to proceed as set forth in this paragraph shall be contingent upon all of the following:
 - a. City engineering staff confirming the ability to provide municipal services to Lot 4 from existing city infrastructure adjacent to Lot 4; and
 - b. Plan Commission approval of the General Development Plan for the Development; and
 - c. Receipt of required zoning approvals, including Plan Commission approval of the Certified Survey Map (Exhibit C); and
 - d. Compliance with all conditions of Plan Commission approval.
4. Developer shall be permitted to utilize temporary signage during the construction of the Project as shown on Exhibit C.

C. Dedication of Certain Property to City.

1. **Dedication of a Portion of Private Roadway.** Prior to Phase II of the Project, Developer shall request the City consider accepting an approximate 600' dedication of the private roadway known as "Employers Boulevard" from Developer. Developer shall submit to the City Engineer engineered drawings depicting the area to be dedicated to the public, together with a legal description therefore sufficient for recording in the Brown County Register of Deeds Office. The City Plan Commission, with input from the Director of

Public Works, shall review the requested right-of-way dedication in the normal course of its meeting schedule and provide a recommendation to the Common Council regarding acceptance of the public right-of-way dedication. The determination of the Common Council whether to accept said dedication shall be final. If the City determines not to accept said dedication, Developer shall work with City to record a separate agreement to allow public use and access to the site. A separate easement agreement shall detail repair, maintenance, replacement, and all other responsibilities related to the subject roadway and related infrastructure.

2. **Dedication of Road Right-of-Way.** Developer, at their own expense, shall prepare a map and dedicate the necessary road right-of-way at the intersection of Employers Boulevard and Lawrence Drive as illustrated in Exhibit E.

D. Failure to Commence Construction or Substantially Complete.

1. **Notice and Cure.** If, in the reasonable discretion of City, Developer has not complied with the provisions of Paragraphs II. A. or B., above, City may notify Developer of such failure. The Default provisions of Paragraph IV shall apply to any default.

2. **Enforced Delay in Performance for Causes Beyond the Control of Parties.**

For the purposes of any provisions of this Agreement, no party nor any successor in interest shall be considered in breach or default of its

obligations with respect to the beginning and completion of any phase of construction or progress in respect thereto in the event of enforced delay in the performance of any obligations due to unforeseeable causes beyond its control and without its fault, or negligence including, but not restricted to, acts of God, force majeure, acts of the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, embargoes, unavailable materials, breach of contracts by contractors or subcontractors, unusual delays in obtaining any necessary permits or approvals from a governmental agency not caused by Developer's acts or omissions, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of these provisions that in the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of Developer with respect to construction of the improvements shall be extended for the period of the enforced delay as determined in good faith by City; provided that the party seeking the benefit of the provisions of this Section shall, within Thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof and of the cause or causes thereof and requested an extension for the period of the enforced delay. In the event a delay is caused by unavailable materials or breach of contracts by contractors or subcontractors, Developer shall make a reasonable effort to procure performance and City agrees to grant a sufficient extension to

permit such procurement by Developer.

E. Property to Remain Taxable

1. **Property to Remain Taxable.** For the duration of TID #15, Developer agrees, on its behalf and on behalf of its successors and assigns, that it shall not, without the prior written consent of City, which consent shall be within the sole discretion of the City, sell or lease any portion of the Project to an entity whereby such sale or lease would cause such portion of the Project to become exempt from real or personal property taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of Developer's successors and assigns. Developer further agrees to place a restriction or restrictive covenant upon the Plat for Phases I and II of the Development to be in effect during the term of this Agreement prohibiting the Residential Property or any portion thereof to become tax exempt.

III. CITY OBLIGATIONS

A. Project Incentives.

1. **Residential Infrastructure Financing Agreement.** City shall enter into a residential infrastructure agreement with Developer to assist Developer by financing the City required public infrastructure for the Development, consisting of sanitary sewer, water distribution, storm sewer and storm water management, street construction and curb and gutter. Such

Agreement shall substantially conform with the Agreement attached and incorporated herein as Exhibit D, which shall be recorded with the Brown County Register of Deeds Office prior to the commencement of construction on the infrastructure improvements.

2. Project Cost Reimbursement Grant. Developer agrees and is willing to construct the Project but requires City's financial assistance in doing so. City believes that the Project will substantially benefit the City, and further believes that providing the requested assistance is necessary for the Project to move forward and is therefore willing to provide Developer a Project Cost Reimbursement Grant in the amount not to exceed Three Million Seven Hundred thousand and no/100 (\$3,700,000.00) (net present value) upon the following terms:

- a. The Project Reimbursement Grant shall be paid in installments based upon the Development milestones identified below. The grant installments shall equal 90% of the real property Tax Increment attributable to the Development. Commencing in 2023, grant installments shall be paid annually by October 1 after final tax increment payments from the Wisconsin Department of Revenue are received by City and City has conducted its analysis of increment generated that year. Grant installment payments shall terminate when the full Project Reimbursement Grant of \$3,700,000.00 has been paid to Developer or TID #15 terminates, whichever occurs first.
 - i. Stage 1. City shall pay grant installments totaling \$925,000.00 for the creation of up to \$6,250,000.00 in new value Tax Increment from construction of the Residential Properties.

- ii. Stage 2. City shall pay grant installments totaling \$1,850,000.00 for the creation of up to \$12,500,000.00 in new value Tax Increment from construction of the Residential Properties.
 - iii. Stage 3. City shall pay grant installments totaling \$2,775,000.00 for the creation of up to \$20,000,000.00 in new Tax Increment from construction of the Residential Properties.
 - iv. Stage 4. Subject to Paragraph III.A.3.a, City shall provide grant installments totaling \$3,700,000.00 for the creation of up to \$27,000,000.00 in new Tax Increment value from construction of the Residential Properties. Grant installments shall be provided only until the full Project Grant Reimbursement is paid or TID #15 is terminated, whichever occurs first.
- b. The Project Cost Reimbursement Grant shall not be payable from or constitute a charge upon any funds of the City, and the City shall not be subject to any liability thereon or be deemed to have obligated itself to pay thereon from any funds except the available Tax Increment which has been appropriated for that purpose, and then only to the extent and in the manner herein specified. The City covenants and agrees that the available Tax Increment shall not be appropriated for any other purpose if not appropriated for this Agreement until the same has been paid or terminated as provided herein.

3. Conditions Precedent to Project Cost Reimbursement Grant Obligations.

In addition to all other conditions and requirements set forth herein, the obligations of the City under this Agreement are conditioned upon the satisfaction of each and every of the following conditions:

- a. On or before the payment of the final Project Cost Reimbursement installment, Developer, at its cost, will provide construction costs data to City, certified by Developer as accurate

and complete and which shall be reasonably acceptable to the City, to confirm that the construction cost/revenue shortfall incurred in the Project conforms to the anticipated \$4,096,742.97 estimate upon which the Project Cost Reimbursement Grant value of \$3,700,000.00 is based. Should City determine from its review of the information provided the shortfall for the Project is less than \$4,096,742.97, the final Project Grant installment shall be reduced proportionally to achieve a total Project Grant consistent with a Project Cost to Project Incentive ratio of 35%.

b. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor, which would prevent its performance hereunder.

c. All submissions given to the City to satisfy the conditions contained in this paragraph must be satisfactory in form and content to the City, in its reasonable discretion, unless otherwise specifically stated.

4. Early Construction PDD and CSM approval. The City may permit

Developer to commence with construction as set forth in Section II(B)(3).

Developer shall follow established City processes and will endeavor to reasonably expedite the approval process for the Certified Survey Map substantially in the form of Exhibit C. Any early construction approval shall be subject to City Planned Development approval as regulated by Section 14.59 De Pere Municipal Code.

IV. DEFAULT PROVISIONS

A. Breach and Cure. Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. If a party believes that a provision of this Agreement has been breached, it shall supply the party alleged to have breached this Agreement and the other party with written notice informing the alleged breaching party that it has thirty (30) days to cure such breach. If there is no cure of that breach, any party may bring any action available for any remedy provided in law or equity.

B. Specific Performance Where Remedy Provided. Where a remedy is specifically provided in this Agreement, in the event any party fails to perform in compliance with such remedy provision or unreasonably delays in performing thereunder and such delay or failure causes damage to another party, nothing in this Agreement shall prevent one party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

V. MISCELLANEOUS

A. Obligations to run with the land. The obligations contained herein shall run with the land and are binding for the Term of Agreement on all subsequent owners of the Project and of the Subject Parcel, as applicable. This Agreement and any Amendment thereto shall be recorded by City with the Brown County Register of Deeds.

B. Assignment. No party may assign this Agreement except upon prior written consent of all Parties thereto, including acknowledgement by the assignee of the obligations contained in this Agreement and consent to the same by the other party and by the De Pere Common Council.

C. Contractual Interpretation. The paragraphs headed by Roman Numerals in this contract are referred to as Sections and are intended to include, as categories thereunder, lettered paragraphs. The lettered paragraphs of this Agreement are to be referred to as paragraphs and the numbered paragraphs, subparagraphs. The Section, paragraph, and subparagraph headings of this Agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement.

D. Notices. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark:

1. If Developer:
Bungalow Holdings, LLC
Attn: Bill Kingston
bkingston@draco-pm.com

With a copy to:
 Hager, Dewick & Zuengler, S.C.
 Attn: Attorney Ryan D. Krumrie
 200 South Washington St. Suite 200
 Green Bay, WI 54301

2. If to City:
 City of De Pere
 Attn: City Clerk
 335 South Broadway Street
 De Pere, WI 54115

With a copy to:
 City of De Pere
 Attn: City Administrator
 335 South Broadway Street
 De Pere, WI 54115

E. Law Governing. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

F. Entire Agreement. This Agreement contains all agreements, terms, covenants, conditions, warranties, and a representation made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This Agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.

G. 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, presumptions or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.

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

Bungalow Holdings, LLC
By:

City of De Pere
By:

Bill Kingston, Manager

James G. Boyd, Mayor

Carey E. Danen, City Clerk

STATE OF WISCONSIN))SS.
BROWN COUNTY)

STATE OF WISCONSIN))SS.
BROWN COUNTY)

Personally came before me this ____ day of _____, 2022, the above-named Bill Kingston known as the person(s) who executed the foregoing instrument and acknowledged the same.

Personally came before me this ____ day of _____, 2022, the above-named James G. Boyd, Mayor, and Carey E. Danen, City Clerk, known as the persons who executed the foregoing instrument and acknowledged the same.

Notary Public:
My Commission expires: _____

Notary Public:
My Commission expires: _____

Exhibit A-DRAFT

GENERAL DEVELOPMENT PLAN – Parcel WD-D0031, WD-D0034 and WD-D0035

Project Description:

The proposed development includes 80-85 single-family lots and 8 outlots on three different proposed streets along with a clubhouse that will have a community room, kitchen, exercise room, game room and more on Parcels WD-D0031, WD-D0034 and WD-D0035. The development will require connections to public watermain and sanitary sewer along Lawrence Drive and Employers Blvd and will be treated by two regional detention ponds. The roadways will be constructed to City of De Pere standards.

Zoning:

Existing Parcel Zoning: The existing zoning is C-EO, Corporate Executive Office, and is designed to provide large scale office development in an elite campus-type environment.

Proposed Parcel Zoning: The proposed rezoning is to R-1, Single Family Residence District which is designed to accommodate single family homes and compatible uses that are characteristics of low-density residential neighborhoods. The proposed zoning will also contain a PDD overlay which is intended to promote the maximum benefit for coordinated area site planning, diversified location of structures, provide for safe and efficient system of pedestrian and vehicular traffic, economic design, and location of public and private utilities, and assure adequate standards of construction and planning.

Adjacent zoning: The property to the North is C-EO, South is R-1, East is I-B-1 and West is C-EO with PDD Overlay.

PDD:

We are proposing that the PDD overlay for the proposed “The Preserve” Plat and the proposed 4 lot CSM include the below variations from the proposed R-1 zoning to fit the proposed development.

1. Minimum Lot Area Square Footage
 - a. R-1 zoning: 10,000 square feet
 - b. PDD overlay request: 5,000 square feet
2. Minimum Lot Width
 - a. R-1 zoning: 85 feet
 - b. PDD overlay request: 39 feet (on bend)
3. Minimum Front Yard Setback
 - a. R-1 zoning: 30 feet
 - b. PDD overlay request: 15 feet
4. Corner Side Yard Setback
 - a. R-1 zoning: 30 feet
 - b. PDD overlay request: 15 feet

Exhibit A-DRAFT

5. Minimum Side Yard Setback
 - a. R-1 zoning: 10 feet
 - b. PDD overlay request: 5 feet
6. Minimum Rear Yard Setback
 - a. R-1 zoning: 30 feet
 - b. PDD overlay request: 20 feet
7. Allowance of a club house/shared use facility.

All other requirements will remain permitted under the R-1 zoning.

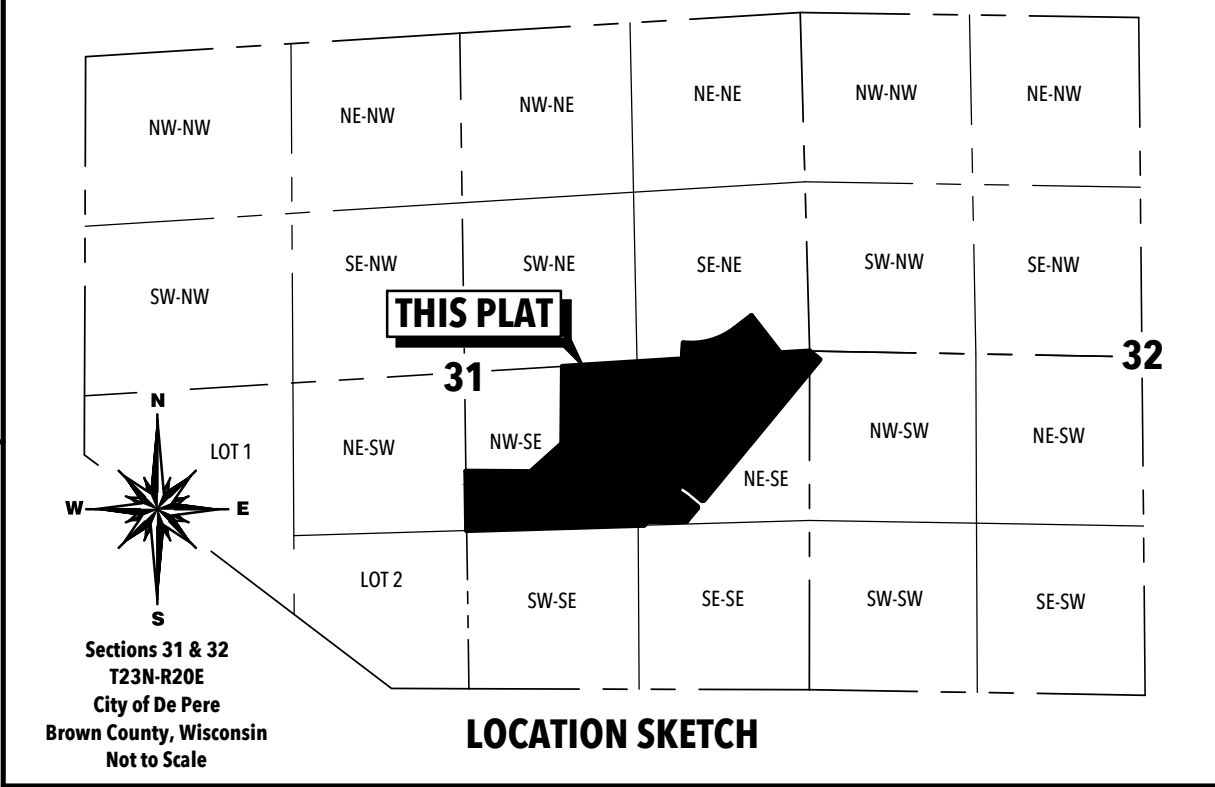
Summary:

The proposed roadways and utilities will be constructed to meet City of De Pere standards and will be inspected prior to transfer of these “dedicated to the public areas” over to the City.

PRELIMINARY PLAT THE KINGSTON PRESERVE A PLANNED DEVELOPMENT DISTRICT

ALL OF LOT 1, CERTIFIED SURVEY MAP NUMBER XXXX, LOCATED IN PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ AND PARTS OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ AND SOUTHEAST ¼ OF THE NORTHEAST ¼, ALL IN SECTION 31, AND PART OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 32, ALL LOCATED IN TOWNSHIP 23 NORTH, RANGE 20 EAST, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

PARCEL AREA TABLE					
PARCEL #	AREA	PARCEL #	AREA	PARCEL #	AREA
1	15,528 SQ. FT.	29	29,364 SQ. FT.	57	12,334 SQ. FT.
2	8,630 SQ. FT.	30	12,816 SQ. FT.	58	17,375 SQ. FT.
3	9,062 SQ. FT.	31	11,543 SQ. FT.	59	15,853 SQ. FT.
4	8,921 SQ. FT.	32	10,010 SQ. FT.	60	12,769 SQ. FT.
5	8,927 SQ. FT.	33	13,291 SQ. FT.	61	8,260 SQ. FT.
6	8,930 SQ. FT.	34	11,751 SQ. FT.	62	8,122 SQ. FT.
7	9,528 SQ. FT.	35	11,586 SQ. FT.	63	11,137 SQ. FT.
8	9,517 SQ. FT.	36	10,392 SQ. FT.	64	7,975 SQ. FT.
9	8,173 SQ. FT.	37	10,532 SQ. FT.	65	7,975 SQ. FT.
10	8,173 SQ. FT.	38	7,975 SQ. FT.	66	7,975 SQ. FT.
11	9,652 SQ. FT.	39	7,975 SQ. FT.	67	8,700 SQ. FT.
12	9,503 SQ. FT.	40	7,975 SQ. FT.	68	8,700 SQ. FT.
13	8,847 SQ. FT.	41	7,975 SQ. FT.	69	7,975 SQ. FT.
14	7,975 SQ. FT.	42	7,975 SQ. FT.	70	7,975 SQ. FT.
15	7,975 SQ. FT.	43	7,975 SQ. FT.	71	7,975 SQ. FT.
16	7,975 SQ. FT.	44	7,975 SQ. FT.	72	15,267 SQ. FT.
17	9,030 SQ. FT.	45	7,975 SQ. FT.	73	8,561 SQ. FT.
18	11,586 SQ. FT.	46	7,975 SQ. FT.	74	8,660 SQ. FT.
19	14,100 SQ. FT.	47	7,975 SQ. FT.	75	7,721 SQ. FT.
20	14,681 SQ. FT.	48	11,131 SQ. FT.	76	8,775 SQ. FT.
21	16,187 SQ. FT.	49	13,514 SQ. FT.	77	9,474 SQ. FT.
22	14,427 SQ. FT.	50	8,700 SQ. FT.	78	12,994 SQ. FT.
23	10,308 SQ. FT.	51	8,700 SQ. FT.	79	9,344 SQ. FT.
24	7,975 SQ. FT.	52	7,975 SQ. FT.	80	8,788 SQ. FT.
25	7,975 SQ. FT.	53	7,975 SQ. FT.	81	8,632 SQ. FT.
26	9,425 SQ. FT.	54	7,975 SQ. FT.	82	30,818 SQ. FT.
27	7,975 SQ. FT.	55	8,102 SQ. FT.		
28	13,070 SQ. FT.	56	10,868 SQ. FT.		



ZONING
R-1, Single Family Resident District
Planned Development District Overlay

MINIMUM LOT AREA AS PLATTED
7,721 Sq.Ft.
0.177 Acres

NUMBER OF LOTS
82 Lots
7 Outlots

OWNER
Preserve Development, LLC
5346 S. Pine Tree Road
Hobart, WI 54155

PLATTED AREA DEDICATED TO THE PUBLIC
263,690 Square Feet
6.053 Acres

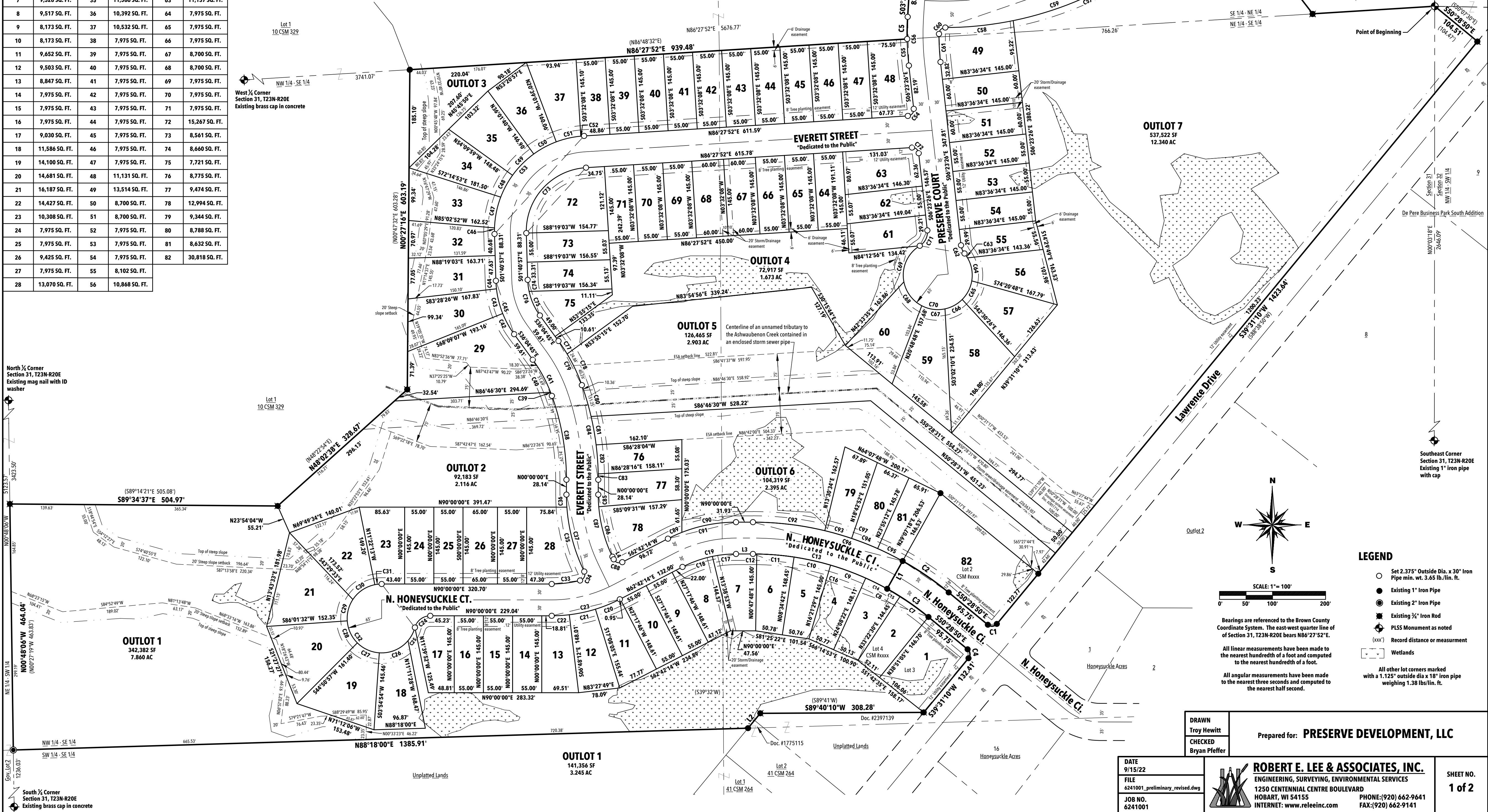
PLATTED AREA
2,407,892 Square Feet
55.278 Acres

APPROVING & OBJECTING AUTHORITIES
City of De Pere
Department of Administration
Brown County

PARCEL ID
WD-00035
WD-00034

SURVEYOR
Troy E. Hewitt
Professional Land Surveyor #2831
Robert E. Lee & Associates, Inc.
1250 Centennial Centre Boulevard
Hobart, WI 54155

Line #	Length	Direction
L1	60.00'	N29°07'18"E
L2	36.29'	S39°31'10"W
L3	31.93'	N90°00'00"E
L4	5.42'	S25°42'09"E



LEGEND

- Set 2.375" Outside Dia. x 30" Iron Pipe min. wt. 3.65 lb./lin. ft.
- Existing 1" Iron Pipe
- Existing 2" Iron Pipe
- Existing 3/4" Iron Rod
- PLSS Monument as noted
- Record distance or measurement
- Wetlands
- All other lot corners marked with a 1.125" outside dia x 18" iron pipe weighing 1.38 lbs/lin. ft.

DRAWN
Troy Hewitt

CHECKED
Bryan Pfeiffer

Prepared for: **PRESERVE DEVELOPMENT, LLC**

DATE
9/15/22

FILE
6241001_preliminary_revised.dwg

JOB NO.
6241001



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

SHEET NO.
1 of 2

PRELIMINARY PLAT
THE KINGSTON PRESERVE
A PLANNED DEVELOPMENT DISTRICT

ALL OF LOT 1, CERTIFIED SURVEY MAP NUMBER XXXX, LOCATED IN PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ AND PARTS OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ AND SOUTHEAST ¼ OF THE NORTHEAST ¼, ALL IN SECTION 31, AND PART OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 32, ALL LOCATED IN TOWNSHIP 23 NORTH, RANGE 20 EAST, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

Curve Table						
Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing
C1	90°00'00"	12.00'	18.85'	N84°31'10"E	16.97'	S50°28'50"E
C2	10°23'52"	580.00'	105.26'	N55°40'46"W	105.11'	N50°28'50"W
C3	7°16'32"	520.00'	66.03'	N54°07'06"W	65.99'	N50°28'50"W
C4	90°00'00"	12.00'	18.85'	N05°28'50"W	16.97'	N39°31'10"E
C5	4°30'14"	530.00'	41.66'	S01°18'10"W	41.65'	S03°33'17"W
C6	44°21'40"	550.00'	425.84'	N74°28'44"E	415.28'	S83°20'26"E
C7	7°16'32"	520.00'	66.03'	N54°07'06"W	65.99'	N50°28'50"W
C8	8°06'17"	520.00'	73.56'	N61°48'30"W	73.49'	N57°45'21"W
C9	7°46'53"	520.00'	70.62'	S69°45'05"E	70.57'	S73°38'31"E
C10	7°46'46"	520.00'	70.61'	S77°31'55"E	70.55'	S81°25'18"E
C11	7°46'55"	520.00'	70.63'	S85°18'45"E	70.57'	S89°12'12"E
C12	39°31'10"	520.00'	358.67'	N70°14'25"W	351.60'	N50°28'50"W
C13	29°07'18"	520.00'	264.30'	N75°26'21"W	261.46'	N60°52'42"W
C14	4°58'56"	520.00'	45.22'	N63°22'10"W	45.20'	N60°52'42"W
C15	3°07'21"	520.00'	28.34'	N59°19'02"W	28.34'	N57°45'21"W
C16	39°31'10"	520.00'	358.67'	N70°14'25"W	351.60'	N50°28'50"W
C17	11°40'37"	220.00'	44.84'	S84°09'42"W	44.76'	N90°00'00"W
C18	15°37'10"	220.00'	59.97'	S70°30'48"W	59.79'	S78°19'23"W
C19	27°17'46"	220.00'	104.81'	S76°21'07"W	103.82'	N90°00'00"W
C20	10°09'41"	280.00'	49.66'	N67°47'04"E	49.59'	N72°51'55"E
C21	10°19'54"	280.00'	50.49'	N78°01'51"E	50.42'	N83°11'48"E
C22	6°48'12"	280.00'	33.25'	N86°35'54"E	33.23'	N90°00'00"E
C23	27°17'46"	280.00'	133.39'	N76°21'07"E	132.14'	N90°00'00"E
C24	74°44'33"	30.00'	39.14'	S52°37'44"W	36.42'	N90°00'00"W
C25	24°47'31"	65.00'	28.13'	N27°39'13"E	27.91'	N40°02'58"E
C26	53°51'56"	65.00'	61.11'	N66°58'56"E	58.88'	S86°05'06"E
C27	40°56'03"	65.00'	46.44'	S65°37'05"E	45.46'	S45°09'03"E
C28	41°10'36"	65.00'	46.71'	S24°33'45"E	45.71'	S03°58'28"E
C29	37°25'52"	65.00'	42.46'	S14°44'28"W	41.71'	S33°27'24"W
C30	45°10'23"	65.00'	51.25'	S56°02'35"W	49.93'	S78°37'47"W
C31	11°22'13"	65.00'	12.90'	S84°18'53"W	12.88'	N90°00'00"W
C32	254°44'33"	65.00'	289.00'	S37°22'16"E	103.31'	N90°00'00"W
C33	14°03'19"	220.00'	53.97'	N82°58'21"E	53.83'	N90°00'00"E
C34	102°01'11"	12.00'	21.37'	S24°56'06"W	18.65'	S75°56'41"W
C35	21°58'56"	330.00'	126.61'	S15°05'01"E	125.83'	S04°05'33"E
C36	4°05'33"	330.00'	23.57'	S02°02'47"E	23.57'	S00°00'00"E
C37	26°04'29"	330.00'	150.18'	S13°02'15"E	148.89'	S00°00'00"E
C38	19°39'58"	470.00'	161.32'	N09°49'59"W	160.53'	N00°00'00"E
C39	1°33'34"	270.00'	7.35'	N20°26'45"W	7.35'	N19°39'58"W
C40	14°51'13"	270.00'	70.00'	N28°39'08"W	69.80'	N21°13'32"W
C41	16°24'47"	270.00'	77.34'	N27°52'21"W	77.08'	N19°39'58"W
C42	14°13'52"	180.00'	44.71'	S28°57'49"E	44.59'	S21°50'53"E
C43	15°19'19"	180.00'	48.14'	S14°11'13"E	47.99'	S06°31'34"E
C44	4°50'37"	180.00'	15.22'	S04°06'15"E	15.21'	S01°40'57"E
C45	34°23'48"	180.00'	108.06'	S18°52'51"E	106.44'	S01°40'57"E
C46	3°39'02"	180.00'	11.47'	S00°08'34"W	11.47'	S01°58'05"W
C47	18°55'55"	180.00'	59.48'	S11°26'02"W	59.21'	S20°53'59"W
C48	14°56'01"	180.00'	46.92'	S28°22'00"W	46.78'	S35°50'01"W
C49	18°08'19"	180.00'	56.98'	S44°54'10"W	56.75'	S53°58'20"W

Curve Table						
Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing
C50	15°22'40"	180.00'	48.31'	S61°39'40"W	48.17'	S69°20'59"W
C51	15°09'35"	180.00'	47.63'	S76°55'47"W	47.49'	S84°30'35"W
C52	1°57'18"	180.00'	6.14'	S85°29'14"W	6.14'	S86°27'52"W
C53	88°08'49"	180.00'	276.92'	S42°23'28"W	250.41'	S86°27'52"W
C54	92°51'18"	12.00'	19.45'	N40°02'13"E	17.39'	N86°27'52"E
C55	5°26'29"	530.00'	50.33'	S03°40'12"E	50.31'	S00°56'57"E
C56	9°56'43"	530.00'	92.00'	S01°25'05"E	91.88'	S03°33'17"W
C57	26°09'26"	650.00'	296.74'	N65°22'37"E	294.17'	N78°27'20"E
C58	11°22'14"	650.00'	129.00'	N84°08'27"E	128.78'	N89°49'34"E
C59	37°31'40"	650.00'	425.74'	N71°03'44"E	418.17'	N89°49'34"E
C60	89°44'25"	12.00'	18.80'	S44°57'21"W	16.93'	S89°49'34"W
C61	6°28'35"	470.00'	53.13'	S03°09'09"E	53.10'	S00°05'08"W
C62	32°37'54"	30.00'	17.09'	S22°42'23"E	16.86'	S06°23'26"E
C63	8°50'55"	65.00'	10.04'	N34°35'52"W	10.03'	N30°10'25"W
C64	39°35'41"	65.00'	44.92'	N10°22'34"W	44.03'	N09°25'16"E
C65	35°15'12"	65.00'	39.99'	N27°02'52"E	39.37'	N44°40'29"E
C66	33°02'45"	65.00'	37.49'	N61°11'51"E	36.97'	N77°43'14"E
C67	39°47'15"	65.00'	45.14'	S82°23'09"E	44.24'	S62°29'32"E
C68	51°19'24"	65.00'	58.22'	S36°49'50"E	56.30'	S11°10'08"E
C69	69°52'49"	65.00'	79.28'	S23°46'17"W	74.45'	S42°42'41"W
C70	277°44'01"	65.00'	315.08'	S80°09'19"E	85.52'	S58°42'41"W
C71	65°06'08"	30.00'	34.09'	N26°09'38"E	32.28'	N58°42'41"E
C72	87°08'42"	12.00'	18.25'	N49°57'47"W	16.54'	N06°23'26"W
C73	88°08'49"	120.00'	184.61'	S42°23'28"W	166.94'	S86°27'52"W
C74	10°27'32"	120.00'	21.91'	S06°54'43"E	21.87'	S01°40'57"E
C75	23°56'16"	120.00'	50.13'	S24°06'37"E	49.77'	S12°08'29"E
C76	34°23'48"	120.00'	72.04'	S18°52'51"E	70.96'	S01°40'57"E
C77	5°06'34"	330.00'	29.43'	S33°31'28"E	29.42'	S36°04'45"E
C78	11°18'13"	330.00'	65.10'	S25°19'04"E	65.00'	S30°58'10"E
C79	16°24'47"	330.00'	94.53'	N27°52'21"W	94.21'	N19°39'58"W
C80	6°39'35"	530.00'	61.60'	S16°20'10"E	61.57'	S19°39'58"E
C81	5°52'50"	530.00'	54.40'	S10°03'57"E	54.37'	S13°00'22"E
C82	5°56'42"	530.00'	54.99'	S04°09'12"E	54.97'	S07°07'33"E
C83	1°10'51"	530.00'	10.92'	S00°35'25"E	10.92'	S01°10'51"E
C84	19°39'58"	530.00'	181.92'	N09°49'59"W	181.02'	N00°00'00"E
C85	4°50'29"	270.00'	22.81'	S02°25'14"E	22.81'	S00°00'00"E
C86	20°51'41"	270.00'	98.31'	S15°16'19"E	97.76'	S04°50'29"E
C87	25°42'09"	270.00'	121.12'	S12°51'05"E	120.11'	S00°00'00"E
C88	91°35'37"	12.00'	19.18'	S71°29'58"E	17.20'	S25°42'09"E
C89	5°55'26"	280.00'	28.95'	S65°39'56"W	28.94'	S68°37°39"W
C90	21°22'21"	280.00'	104.45'	S79°18'50"W	103.84'	N90°00'00"W
C91	27°17'46"	280.00'	133.39'	S76°21'07"W	132.14'	N90°00'00"W
C92	13°30'34"	580.00'	136.75'	N83°14'43"W	136.44'	N76°29'26"W
C93	5°12'18"	580.00'	52.69'	N73°53'17"W	52.67'	N71°17'08"W
C94	5°12'21"	580.00'	52.70'	N68°40'58"W	52.68'	N66°04'48"W
C95	5°12'05"	580.00'	52.65'	N63°28'45"W	52.64'	N60°52'42"W
C96	29°07'18"	580.00'	294.80'	N75°26'21"W	291.63'	N60°52'42"W
C97	39°31'10"	580.00'	400.05'	N70°14'25"W	392.17'	N50°28'50"W

OWNER'S CERTIFICATE OF DEDICATION:

Preserve Development, LLC, a Wisconsin limited liability company duly organized and by virtue of the laws of the State of Wisconsin, as the property owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Preserve Development, LLC, does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

CITY OF DE PERE
BROWN COUNTY
DEPARTMENT OF ADMINISTRATION

Dated this _____ day of _____, 2022.

In the presence of Preserve Development, LLC

By _____

Name: _____

Title: _____

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2022, the above named property owner(s) to me known to be the person who executed the foregoing instrument and acknowledged the same.

My commission expires _____
Notary Public, Wisconsin

COMMON COUNCIL APPROVAL CERTIFICATE

Resolved, that the plat of "THE KINGSTON PRESERVE" in the City of De Pere, Preserve Development, LLC, owner, is hereby approved by the Common Council on _____, 2022.

Carey E. Danen, City Clerk Date

CITY OF DE PERE TREASURER'S CERTIFICATE

I, being the duly elected, qualified and acting Treasurer of the City of De Pere, do hereby certify that in accordance with the records in my office, there are no unredeemed tax sales and unpaid taxes, or special assessments on and of the land included in this plat.

Carey E. Danen Date
City of De Pere Treasurer

BROWN COUNTY TREASURER'S CERTIFICATE

I, being the duly elected, qualified and acting Treasurer of Brown County, do hereby certify that in accordance with the records in my office, there are no unredeemed tax sales and unpaid taxes, or special assessments on and of the land included in this plat.

Paul Zeller Date
Brown County Treasurer

SURVEYOR'S CERTIFICATE

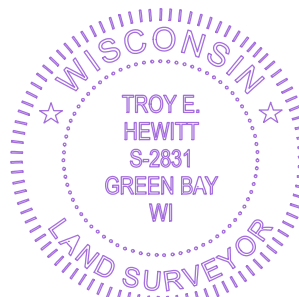
I, Troy E. Hewitt, Professional Land Surveyor, hereby certify that by the order and under the direction of Preserve Development, LLC, I have surveyed, divided and mapped a parcel of land being all of Lot 1, Certified Survey Map Number xxxx, located in part of the Northeast 1/4 of the Southeast 1/4 and parts of the Northwest 1/4 of the Southeast 1/4 and Southeast 1/4 of the Northeast 1/4, all in Section 31, and part of the Northwest 1/4 of the Southwest 1/4 of Section 32, all located in Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the Southeast corner of said Section 31; thence N00°03'18"E, 2646.09 feet on the east line of said Southeast ¼ to the East ¼ corner of said Section 31, the POINT OF BEGINNING; thence S50°28'50"E, 104.51 feet on the north line of said Lot 1 to the west right of way of Lawrence Drive; thence S39°31'10"W, 1300.04 feet on said west right of way to the northeast corner of Lot 2 of said Certified Survey Map Number XXXX (CSM #XXXX); thence N50°31'17"W, 243.24 feet on the north line of said Lot 2 to the northwest corner thereof; thence S29°01'13"W, 207.61 feet on the west line of said Lot 2 and its southerly extension to the south right of way of Street A; thence 27.34 feet on the arc of a 520.00 foot radius curve to the right, having a long chord which bears S59°28'25"E, 27.33 feet on said south right of way to the northwest corner of Lot 4 of said CSM #XXXX; thence S31°24'26"W, 145.00 feet on the west line of said Lot 4 to the southwest corner thereof; thence S51°46'30"E, 157.99 feet on the south line of said Lot 4 and continuing on the south line of Lot 3 of said CSM #XXXX to said west right of way of Lawrence Drive; thence S89°40'10"W, 308.28 feet on the north line of lands described in Document Number 2397139; thence S39°31'10"W, 36.29 on the west line of said lands and continuing on the west line of lands described in Document Number 1775115 to the south line of said Northeast ¼ of the Southeast ¼; thence S88°18'00"W, 1385.91 feet on said south line and continuing on the south line of said Northwest ¼ of the Southeast ¼ to the southwest corner thereof; thence N00°48'06"W, 464.04 feet on the west line of said Northwest ¼ of the Southeast ¼ to a north line of lands described as Parcel D in Document Number 2970378; thence S89°34'37"E, 504.97 feet on said north line; thence N48°02'38"E, 328.67 feet on said north line to a west line of said lands; thence N00°27'16"E, 603.19 feet on said west line to the east-west quarter line of said Section 31; thence N86°27'52"E, 939.48 feet on said east-west quarter line to a west line of lands described in Document Number XXXXXX; thence 41.66 feet on the arc of a 530.00 foot radius curve to the right, having a long chord which bears N01°18'10"E, 41.65 feet on the said west line; thence N03°33'17"E, 83.69 feet on said west line to the north line of said lands; thence 425.84 feet on the arc of a 550.00 foot radius curve to the left, having a long chord which bears N74°28'44"E, 415.28 feet on said north line; thence N52°17'54"E, 168.06 feet on said north line to the east line of said lands; thence S37°42'06"E, 368.83 feet on said east line to said east-west quarter line; thence N86°27'52"E, 229.96 feet on said east-west quarter line to the Point of Beginning.

Said parcel contains 2,513,813 Square Feet (57.709 Acres) of land more or less.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and the division of that land and that I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes in the surveying, dividing and mapping of the same.

Troy E. Hewitt PLS#2831
ROBERT E. LEE & ASSOCIATES, INC. 8/5/22
Date



DRAWN
Troy Hewitt
CHECKED
Bryan Pfeiffer
Prepared for: **PRESERVE DEVELOPMENT, LLC**

DATE
8/04/2022

FILE
6241001_preliminary_revised.dwg

JOB NO.
6241001

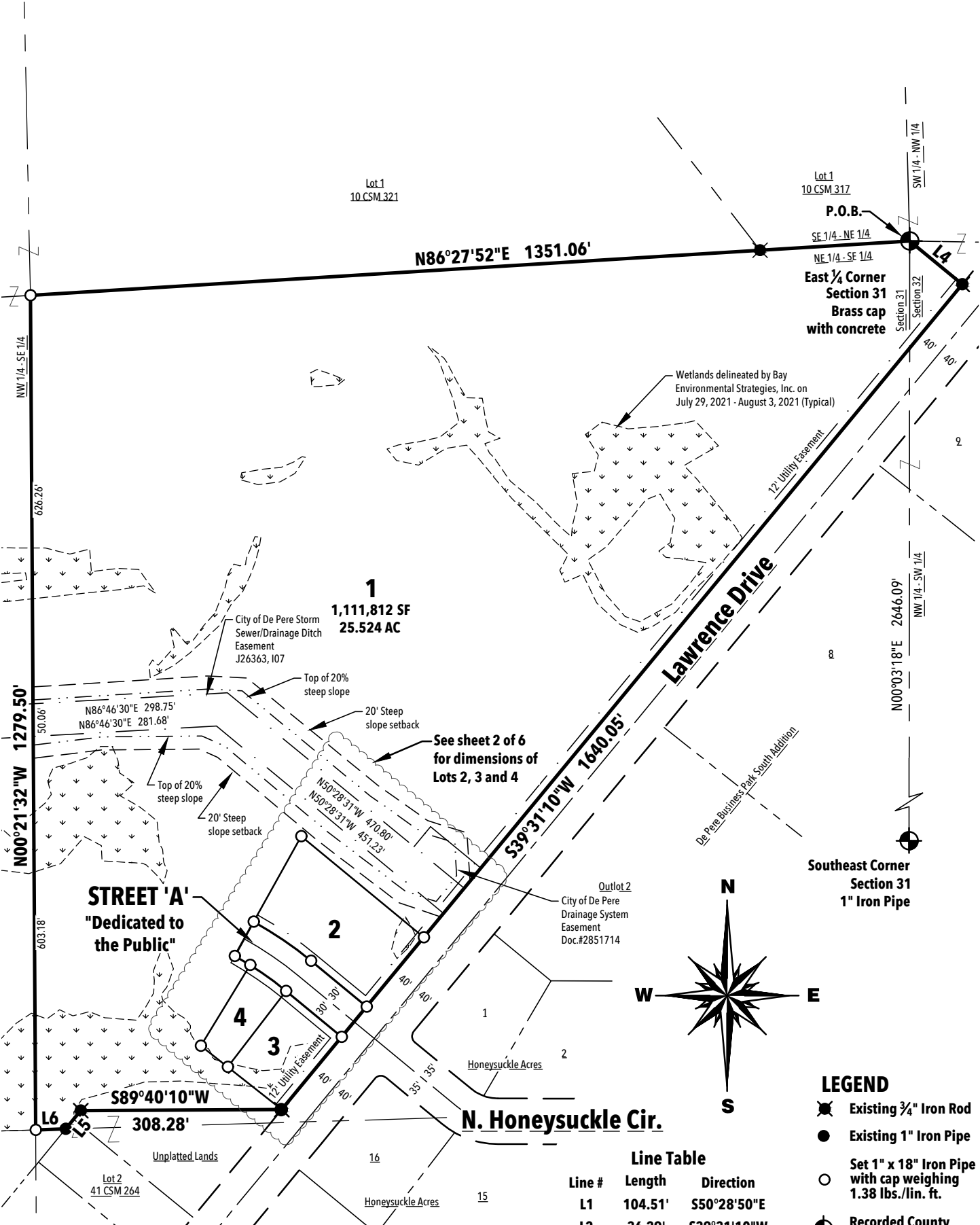
ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
PHONE:(920) 662-9641
INTERNET: www.releeinc.com
FAX:(920) 662-9141

SHEET NO.
2 of 2

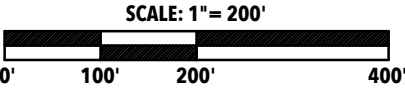
Exhibit C

CERTIFIED SURVEY MAP

PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 31 AND PART OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 31, ALL LOCATED IN TOWNSHIP 23 NORTH, RANGE 20 EAST, CITY OF DE PERE, BROWN COUNTY, WISCONSIN



PARCEL #	AREA
2	32,164 SQ. FT.
3	15,738 SQ. FT.
4	8,813 SQ. FT.



Bearings are referenced to the Brown County Coordinate System. The east line of the Southeast ¼ of Section 31 bears N00°03'18"E.



Line #	Length	Direction
L1	104.51'	S50°28'50"E
L2	36.29'	S39°31'10"W
L3	46.12'	N88°18'00"E

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
INTERNET: www.releecinc.com
PHONE: (920) 662-9641
FAX: (920) 662-9141

- LEGEND**
- Existing ¾" Iron Rod
 - Existing 1" Iron Pipe
 - Set 1" x 18" Iron Pipe with cap weighing 1.38 lbs./lin. ft.
 - Recorded County Monument

P.O.B. Point of Beginning

DOCUMENT NO.

**AGREEMENT PROVIDING FOR SPECIAL
ASSESSMENTS FOR PUBLIC IMPROVEMENTS**

THIS AGREEMENT made and entered into this _____ day of _____, 2022, by and between the **City of De Pere**, a Wisconsin municipal corporation (“City”), **Bungalow Holdings, LLC**, a Wisconsin limited liability company, a wholly owned subsidiary of **Preserve Development, LLC**, a Wisconsin Limited Liability Company (“Developer”), and **Bill Kingston**, principal member of, **Preserve Development, LLC**.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

City of De Pere
Attn: Kristen Johnson
335 South Broadway Street
De Pere, WI 54115

WD-D0035 and Parts of Parcels WD-D0034 and WD-D0031

PARCEL IDENTIFICATION NUMBER (PIN)

WHEREAS, the City and Developer are parties to a Development Agreement to develop Parcel WD-D0035 and part of Parcels WD-D0034 and WD-D0031 into higher-density, single family subdivision consisting of eighty-two (82) residential lots, a clubhouse, and other amenities; and

WHEREAS, Developer has requested under §13-7 De Pere Municipal Code that City construct the Public Improvements consisting of public street, water, sanitary sewer, storm water sewer and drainage, curb, and gutter and incidental or accessory improvements necessary to serve the residential development and specially assess the benefiting parcels for the costs thereof; and

WHEREAS, §13-7 De Pere Municipal Code, gives the Common Council discretion to authorize construction of public improvements to be paid for by special assessment and the Common Council determines it to be in the public interest to construct such improvements; and

WHEREAS, 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 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 City financing of construction of the Public Improvements upon 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:

I. INSTALLATION OF PUBLIC IMPROVEMENTS AND CONSENT TO SPECIAL ASSESSMENTS THEREFORE

A. City Construction of Public Improvements.

1. 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 and Developer freely and voluntarily waives any right it may have under state or local laws to notice of construction of said Public Improvements affecting the

property legally described in the Agreement (the “Benefitted Properties”). “Public Improvements” means the improvements as described in this Agreement.

2. After receipt of the recorded plat, City’s Engineering Department shall, in accordance with the public bid requirements of Wis. Stats. §62.15, obtain competitive bids for the construction of the Public Improvements. The plans and specifications for such improvements shall be provided by City to Developer for comment prior to commencing the competitive bid process.
3. “Phase I Improvements” mean city utilities (water, sanitary sewer and stormwater management), street excavation, crushed aggregate base course material, concrete curb and gutter, asphaltic pavement (binder) and streetlights installed and owned by Wisconsin Public Service Corporation (or subsidiary/affiliate thereof) for approximately forty (40) lots which is expected to be constructed in 2022/2023 with asphaltic concrete pavement (“Surface”), expected to be constructed in 2024. “Phase II Improvements” mean identical improvements to Phase I but on the remaining forty-two (42) lots and completed in 2024/2025 and 2026 (“Surface”), respectively, along with construction of a new intersection to Employers Boulevard, and construction of sidewalks adjacent to Employers Boulevard on Outlot 5 depicted on the Proposed Preliminary Plat attached as Exhibit C. The

aforementioned dates shall remain flexible based on demand by the public. Collectively, Phase I and Phase II improvements constitute the “Public Improvements.”

B. Payment for Public Improvements by Special Assessment.

1. Payment for the 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 the Public Improvements are:

Phase I Improvements: \$ _____

Phase II Improvements: \$ _____

as more specifically set forth in Exhibit A, attached and incorporated by reference. The parties understand and acknowledge that the actual total cost of the Public Improvements may be more or less than such estimate and that this Agreement allows for the assessment of the actual total costs of the Public Improvements, including engineering, legal and administrative fees, upon the benefited properties.

2. Payment of the assessments shall be deferred up to five (5) years from the completion of Phase I of the improvements, together with interest at the rate of 2.205994% (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.

3. Payment of deferments shall cease and the amount assessed, plus any interest, shall be due and payable upon the happening of any 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 the City and prior to a final determination of the total assessment costs, shall have the assessment amount determined by the following formula:

$$\left(\frac{\text{Project Estimate (Exhibit A)}}{83} \right) \times (1 + \text{Interest})$$

- 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 Exhibit A-2 when available) by the following formula:

$$\left(\frac{\text{Project Estimate (Exhibit A-2)}}{83 - \# \text{ of lots sold}} \right) \times (1 + \text{Interest})$$

- c. Upon payment by Developer of the outstanding balance of the costs of the Public Improvements.
- d. Upon the expiration of five (5) years from the date of completion of the Phase I Public Improvements.
- e. There shall be no prepayment penalty for paying all costs of the Public Improvements before the end of the five (5) year deferral period.

4. Bill Kingston shall execute a Personal Guarantee of Specific

Transaction guaranteeing repayment of total public improvement costs to the City. Such Guarantee is attached hereto collectively as Exhibit B.

5. The full final cost of the Public Improvements shall be determined at the completion of the Public Improvements ("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.
6. Developer agrees that the method of assessment is reasonable.
7. The benefitted property will receive special benefit as a result of Public Improvements constructed under this Agreement.
8. 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 assessments 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.

II. MISCELLANEOUS TERMS

1. 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.
2. This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Developer without the prior written consent of the other.
3. This Agreement represents the entire understanding of the City and Developer as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by all Parties.
4. The City and Developer shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be provided in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action in Brown County Circuit Court, but mediation shall proceed in advance of legal proceedings.
5. 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

Dated in De Pere, Wisconsin, this _____ day of _____, 2022.

Notary Public:
My Commission Expires:

DRAFT

Exhibit E : Right-of-Way Transfer



9/23/2022, 7:41:03 AM



Polling Places



Aldermanic Districts and Wards

DePereCounty_2020.sid



Red: Band_1



Green: Band_2

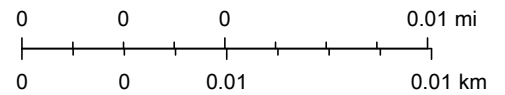


Blue: Band_3



Parcel #

1:240





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 4, 2022

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #22-84 Authorizing Development Agreement Regarding the Sale and Purchase of Property Between the City of De Pere and One Source Technologies, Inc. (Parcel ED-2382).

The terms of the attached Development Agreement were approved unanimously by the Finance/Personnel Committee at its most recent meeting on September 13, 2022.

ATTACHMENTS:

- Reso22-84 (PDF)
- One Source Technologies Sale and Purchase Agreement9-26-22 (PDF)
- Exhibit A (PDF)
- Exhibit B (PDF)

RESOLUTION #22-84

AUTHORIZING DEVELOPMENT AGREEMENT REGARDING THE SALE AND PURCHASE OF
PROPERTY BETWEEN THE CITY OF DE PERE AND ONE SOURCE TECHNOLOGIES, INC.
(Parcel ED-2382)

WHEREAS, One Source Technologies, Inc. (“Developer”) wishes to enter into an agreement to purchase a 1.5 acre parcel of Industrial Park property located in Tax Incremental Financing District #17 (TID #17) to allow Developer to construct an approximately 11,000 square foot office and warehouse facility to support its existing business operations (“Development Project”); and

WHEREAS, Wis. Stats. §66.1105(2)(f), authorizes the expenditure of allowable project costs, such as site assembly reimbursement grant incentives and other cash reimbursement grants, when made pursuant to a signed development agreement, for the benefit of industrial and other development within its TID Districts; and

WHEREAS, the intended Development Project is consistent with the Project Plan for the TID #17 and will be beneficial to the City; and

WHEREAS, Developer’s ability to commence the Development Project is contingent upon the City’s commitment to provide reimbursement of significant site development expenses associated with site assembly, pursuant to the terms set forth in the attached Development Agreement Regarding the Sale and Purchase of Property Between the City of De Pere and One Source Technologies, Inc.; and

WHEREAS, City desires to provide such financial assistance and to promote this Development Project; and

Resolution #22-84

Page 2 of 2

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Development Agreement Regarding the Sale and Purchase of Property Between the City of De Pere and One Source Technologies, Inc., as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are 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 4th day of October, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 09/13/2022

**DEVELOPMENT AGREEMENT REGARDING THE SALE AND PURCHASE OF
PROPERTY BETWEEN THE CITY OF DE PERE AND ONE SOURCE TECHNOLOGIES, INC.**
[Parcel ED-2382]

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and One Source Technologies, Inc., a Wisconsin domestic business ("Developer"), together "the Parties".

RECITALS

WHEREAS, City owns certain Industrial Park property within its corporate limits and wishes to develop a portion of this Industrial Park; and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City has created Tax Incremental Financing District #17 ("TID #17" or "District") as and for the benefit of industrial and other development within the District; and

WHEREAS, Developer wishes to purchase a 1.5 acre parcel (Parcel ED-2382) located in TID #17 to allow Developer to construct an approximately 11,000 square foot office and warehouse facility to support its existing business operations; and

WHEREAS, Developer's intended facility construction is consistent with the Project Plan for TID #17 and will be beneficial to the City; and

WHEREAS, allowable project costs under Wis. Stats. §66.1105(2)(f) include, among other things, site assembly reimbursement grant incentives and other cash reimbursement grants when made pursuant to a signed development agreement; and

WHEREAS, Developer's ability to develop this site for its office/warehouse/sales support operations would not be viable and this development would not occur but for the City's

commitment to reimburse significant site development expenses associated with site assembly;
and

WHEREAS, the Development described above and more fully in this Agreement will benefit the City and the public for a number of reasons, including but not limited to an increase in the City's tax base, increased employment opportunities, and the vitalization of TID #17, all of which will collectively promote the general welfare of the City; and

WHEREAS, to further the development of TID #17, and to receive the benefits which accrue from such development, the City is willing to provide financial assistance as set forth in this Agreement and has determined that the Agreement is in the public interest.

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

I. DEFINITIONS

A. Assessed Value means the value placed upon the Building Development by the city assessor under Chapter 70, Wisconsin Statutes.

B. Building Development means the Subject Property together with the Project, as approved by the City Plan Commission on September 26, 2022, attached as Exhibit B. Building Development and Subject Property can be/are used interchangeably after the certificate of occupancy is issued by the Building Inspection Department.

- C. Certificate of Occupancy** means the certificate issued by the Development Services Department upon completion of the Building Development so as to permit occupancy of the same.
- D. Commence Construction** means physical work at the Subject Property has occurred such that the site is excavated and footing and foundation installation is underway.
- E. Deficit Payment** means payment of the difference between taxes paid on the Assessed Value of the Building Development and those taxes that would have been paid on the Guaranteed Value of the Building Development, as defined in and calculated under paragraph III.E.3.
- F. Developer** means One Source Technologies, Inc., a Wisconsin domestic business.
- G. District and/or TID #17** means City of De Pere Tax Increment Financing District No. 17. TID #17 is statutorily scheduled to close as of March 23, 2043.
- H. Minimum Annual Property Tax Payment** means the minimum yearly total real and personal property tax payment owing on the Building Development commencing with the 2024 tax year (payable in 2025.) The Minimum Annual Property Tax Payment under this Agreement is Fifteen Thousand and no/100 dollars (\$15,000.00).
- I. Guaranteed Value** means Nine Hundred Ten Thousand and no/100 (\$910,000.00).
- J. Project** means the office and warehouse facility of approximately 11,000 square feet with appropriate façade materials as approved by the City Plan Commission.
- K. Project Costs** means those expenditures and costs defined in Wis. Stats. §66.1105(2)(f).

- L. Project Cost Reimbursement Grant** means the Site Assembly Cost Reimbursement Grant and Building Development Reimbursement Grant described in paragraph IV.A.
- M. Subject Property** means the real property described in paragraph II.A. and Exhibit A.
- N. Substantially Complete or Substantial Completion** means, with respect to the Project or any portion of the Project, that Developer has sufficiently completed the Project or a portion of the Project so that a Certificate of Occupancy has been issued by the City Development Services Department for the Project, or such portion of the Project.
- O. Term of Agreement** means the duration of TID #17.

II. PURCHASE OF REAL ESTATE.

- A. The Subject Parcel.** Developer agrees to purchase, and City agrees to sell, the 1.5 acre parcel of real estate legally described as:
- EAST SIDE INDUSTRIAL PARK 3RD ADDN LOT 30
- such property being shown on the attached Exhibit A and identified in this Agreement as the "Subject Parcel."
- B. Purchase Price.** The purchase price for the Subject Parcel shall be Thirty Thousand and no/100 dollars (\$30,000.00) per acre, plus each fraction thereof for a total purchase price of Forty-Five Thousand and no/100 (\$30,000.00 x 1.5 = \$45,000.00). City shall provide Developer with a Site Assembly Cost Reimbursement Grant at closing as set forth in paragraph IV.A.1.
- C. Municipal Improvements and Utilities.**

1. The purchase price for the Subject Parcel covers and includes the following municipal improvements: concrete street, curb, gutter, storm sewer [five (5) year event maximum discharge], sanitary sewer, municipal water, and the following private utility improvements: electric and natural gas services. Said municipal improvements are available and located in Profit Place right-of-way adjacent to and abutting the Subject Parcel.
2. The purchase price is not intended to and does not cover extension of municipal improvements from their location in City right-of-way onto the Subject Property. Developer shall coordinate the location of necessary laterals with the City Engineering Division for connection to any such municipal improvements.

D. Closing Procedure. If Developer has satisfied or waived all contingencies, and all conditions precedent to closing have been satisfied, the closing shall take place at the City Attorney's Office, De Pere City Hall, 2d Floor, on October 20, 2022, unless the Parties agree otherwise in writing. The following shall constitute contingencies and conditions precedent to Developer's obligation to close on its purchase of the Subject Property, each of which must be satisfied or waived in writing by Developer prior to closing:

1. **Evidence of Title/Title Defects.** City shall, at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the commitment of such title insurance to Developer at least ten (10) calendar days prior to closing. The commitment shall be for an owner's policy of title insurance

in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the property to be marketable. City shall, at its cost and expense, cause the deletion of all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option.

2. Closing Costs. City shall pay all closing costs usually and customarily paid by sellers of property in Wisconsin, including the cost of the title insurance as provided herein.

3. Conveyance of Title. City shall convey good title to Developer by good and sufficient warranty deed as of the date of closing, free and clear of liens and encumbrances except the following:

- a. Municipal and zoning ordinances, provided the same do not restrict or interfere with the intended use of the property.
- b. Easements of record, provided the same do not restrict or interfere with the intended use of the property.
- c. Obligations contained in this Agreement.

E. Access Prior to Closing. City shall permit Developer to access the Subject Property prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to and shall hold City harmless for any and all injury to Developer, its respective agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above-referenced persons occasioned as a result of Developer's site examination and testing activities as contemplated by this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including reasonable attorney fees.

F. Environmental Representations. City made a good faith inquiry into the environmental condition of the Subject Property upon its purchase and has procured a Phase I Environmental Assessment, which assessment has been forwarded to Developer for review. City makes the following representations based on City's present knowledge after such reasonable inquiry as to the condition of the Subject Property:

- 1. Pending Environmental Law Litigation.** City has not violated, is not violating, and has not been threatened with or received notice or charge asserting any violation of the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation Recovery Act of 1976 ("RCRA"), the Federal Comprehensive Environmental Responsibility Cleanup and Liability Act of 1980 ("CERCLA"), the Toxic Substance Control Act of 1976, or any other federal, state, local, or foreign laws, including the rules and regulations thereon regulating or otherwise affecting the environment

("Environmental Laws") as the same may have been amended prior to the date thereof. The City has no reason to believe that any asbestos, urea formaldehyde, or polychlorinated biphenyl is present at or under the Subject Property.

- 2. Disposal of Substances.** City has not disposed of any substances in any manner on the Subject Property which may form the basis for any present or future claim based upon current environmental laws of any demand or action seeking cleanup of any site, location or body of water, surface or subsurface, under any environmental laws which may subject City, Developer or the Subject Property to claim for damages.
- 3. Septic Systems/Landfill.** City does not believe that any septic systems exist on, in, or under the Subject Property. City has not used the Subject Property as a landfill or dump site which involved the disposal of solid waste in a manner which may materially impact the value of the Subject Property nor does City have any reason to believe that any third party has so used the Subject Property.
- 4. Above or Underground Storage Tanks.** No above or underground storage tanks containing either a "regulated substance" (as defined in 40 CFR, Section 280.12), or "hazardous waste" (as defined under RCRA) have been installed in the Subject Property by City or its agents or employees. City does not believe that any such tanks existed on or under the Subject Property at any time in the past. At no time during City's ownership or use of the Subject Property have "hazardous

substances” (as defined under CERCLA) or “hazardous waste” (as defined under RCRA), or “petroleum based substances” (as defined in 40 CFR, Section 280.12) been spilled, leaked, discarded, or otherwise deposited on the Subject Property. City has no reason to believe that such spill, leak, discharge, or deposit occurred prior to City’s ownership or use of the Subject Property. City has no reason to believe that any of the property is contaminated by “regulated substances” (as defined in 40 CFR, Section 280.12) or has “hazardous waste” (as defined in RCRA) originated from off-site sources of such substances.

- G. Flood plain.** The Subject Property is not currently within the Shoreland-Wetland Zoning District as identified under Chapter 15 De Pere Municipal Code or any flood plain district under Chapter 16 De Pere Municipal Code.
- H. Wetlands.** The City has provided developer with a copy of a wetland delineation report prepared by NES Ecological Services, a Division of Robert E Lee & Associates Inc. dated August 17, 2020.
- I. Extent of Representations.** Other than the matters disclosed in the Phase I Environmental Assessment and the representations of this Section, City makes no representations regarding the condition of the Subject Property.
- J. Provisions to Survive Closing.** The representation provisions of this section shall survive the closing of this transaction.

III. DEVELOPER OBLIGATIONS

A. Plan Commission Site Plan Approval.

1. Developer shall take all steps necessary to obtain site plan approval for the Project to enable Project construction to commence so that the same is completed within the timeframe set forth in this Agreement. All terms and conditions of the City Plan Commission Project site plan approval as set forth in the Commission approval letter issued by the Development Services Department are/will be incorporated by reference into this Agreement as Exhibit B.
2. The Project shall be constructed in compliance with all City codes, including the City's Building Code and the City's Planning and Development Standards for the Business Park together with the conditions/requirements of the City Plan Commission. If the provisions of this paragraph are not complied with, the City may proceed as provided in Section III.C. below.

B. Commencement of Construction and Substantial Completion. Developer shall Commence Construction of the Project so that it is Substantially Completed consistent with the Project Completion requirements of Paragraph III.D.

C. Failure to Commence Construction or Substantially Complete.

1. **Notice and Cure.** If, in the reasonable discretion of City, Developer has not complied with the provisions of Paragraphs III.A. or B., above, City may notify Developer of such failure.
2. **Repurchase of Subject Parcel or Return of Site Assembly Grant.** If after thirty (30) days of mailing of such notice Developer has not cured the default, City may,

in its sole discretion, either repurchase the property or require that the Site

Assembly Grant to Developer be returned to City as follows:

- a. If the City determines to repurchase the Subject Property, it is entitled to do so for the price paid for the property, less the Site Assembly Grant paid to Developer, real property taxes due and liens or judgments of record. Developer shall, in addition, pay all usual and customary closing costs of a seller of property in Wisconsin. The parties acknowledge that this calculation may result in a payment from Developer to City upon the City's repurchase of the Subject Property.
- b. If the City repurchases the Subject Property, all improvements to the real property shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the Subject Parcel as a result or consequence of Developer's ownership or construction efforts thereon.
- c. If the City determines to not repurchase the Subject Property, Developer, on behalf of its successors and assigns agrees to and shall repay City the Site Assembly Grant paid to Developer, plus interest thereon at the statutory rate from the date the Site Assembly Grant was made to the date repaid. Should Developer fail to do so within 60 days of City's demand therefore, Developer agrees that City may obtain a judgment against it for the amount of Site Assembly Grant advanced plus said interest.
- d. Upon either the repurchase of the Subject Property by City or the repayment of the Site Assembly Grant, plus said interest, this Agreement shall terminate, and the Parties shall have no further obligations to each other except such obligations that expressly survive termination of this Agreement.

- 3. Force Majeure.** If Developer is delayed from achieving Substantial Completion as required in this Agreement, and as referred to in this paragraph, due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or another force majeure event, the rescission and repurchase or return of Site Assembly Grant provisions of this sub-paragraph

shall be postponed by the period of such delay. This paragraph is intended to be in addition to all other remedies available to the City at law or equity. This paragraph shall not apply to the dates applicable to the Minimum Assessed Value under Section III.E.1 or the Minimum Annual Property Tax Payment under Section III.E.3.

D. Substantial Completion. The project shall be sufficiently complete such that a certificate of occupancy has been issued and subject to full Assessed Value as of January 1, 2024.

E. Minimum Assessed Value and Minimum Annual Property Tax Warranty

- 1. Minimum Assessed Value.** The Assessed Value of the Building Development as of January 1, 2024, will be not less than nine hundred ten thousand and no/100 (\$910,000.00). To that end, Developer, for itself and its respective successors and assigns, hereby waives all right to appeal the Assessed Value of the Building Development, whether to the City Board of Review, the State Department of Revenue or any other venue, to assert a claim of unlawful tax, assert a palpable error, or otherwise challenge under any existing or newly created right in the future under Wisconsin or Federal laws, the value of the Building Development below the \$910,000.00 value for the duration of TID #17.
- 2. Property to Remain Taxable.** For the duration of the life of TID #17, Developer hereby agrees on its behalf and on behalf of its successors and assigns, that it shall not, without the prior written consent of City, which consent shall be within the sole discretion of the City, sell or lease any portion of the Project or Building

Development to an entity whereby such sale or lease would cause such portion of the Project or Building Development to become exempt from real or personal property taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of Developer's successors and assigns. Developer further agrees to place a restriction in any deed conveying the Project or the Building Development during the term of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Project or the Building Development or any portion thereof to become tax exempt. Should the Project or Building Development nevertheless become tax exempt, Developer, for itself and its respective successors and assigns, hereby agrees that the Minimum Annual Tax Payment shall nonetheless be made in accordance with Section III.E.3.

- 3. Minimum Annual Property Tax Payment.** Developer, for itself and its successors and assigns, obligates itself to pay the Minimum Annual Property Tax Payment of not less than fifteen thousand and no/100 (\$15,000.00) in tax on the real and personal property comprising the Building Development, commencing with the 2024 tax year (payable in 2025.) Should Developer's Annual Property Tax Payment for any tax year on and after January 1, 2024, not meet the \$15,000.00 Minimum Annual Property Tax Payment, Developer, and its successors and assigns, shall make a Deficit Payment to the City equal to the difference between \$15,000.00 and the Annual Property Tax Payment for each year the Minimum

Annual Property Tax Payment is not met. The Deficit Payment shall be due and payable in full on or before July 31 of each year due (commencing with 2025). If not paid in full by said date, the Deficit Payment amount shall become a lien on the Building Development Property as a special charge under Wis. Stats. § 66.0627.

IV. CITY OBLIGATIONS

A. Project Incentives. As an incentive for Developer to undertake the Building Development Project, which would not have occurred but for this incentive, City shall:

- 1. Site Assembly Cost Project Reimbursement Grant.** Provide Developer a Site Assembly Cost Project Reimbursement Grant of Forty-five Thousand and no/100 dollars (\$45,000.00) at the closing on the Subject Property under paragraph II.B.
- 2. Building Development Reimbursement Grant.** Provide Developer a Building Development Reimbursement Grant of One Hundred Ten Thousand and no/100 (\$110,000.00) to reimburse Developer for extraordinary and other project costs associated with the demolition and construction efforts involved with the construction of the Building Development. The Project Reimbursement Grant shall be payable to Developer after the issuance of the Certificate of Full Occupancy and after the Development Services Director has reviewed and verified final demolition and construction costs, which issuance shall not be unreasonably withheld, conditioned, or delayed.

- B. Cooperation.** The City agrees to cooperate in the timely prosecution and granting of applications made by Developer for any certifications, permits or approvals appropriate or necessary for the Project.

V. DEFAULT PROVISIONS

- A. Breach and Cure.** Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. If either party believes that such provision has been breached, it shall supply the other party with written notice informing the other party that it has sixty (60) days to cure such breach. If there is no cure of that breach, the party may bring any action available for any remedy provided in law or equity.
- B. Specific Performance Where Remedy Provided.** Where a remedy is specifically provided in this Agreement, in the event that either party fails to perform in compliance with such remedy provision or unreasonably delays in performing thereunder and such delay or failure causes damage to the other party, nothing in this Agreement shall prevent the other party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VI. MISCELLANEOUS

- A. Obligations to run with the land.** The obligations contained herein shall run with the land and are binding on all subsequent owners of the Subject Parcel as applicable. This

Agreement and any Amendment thereto shall be recorded by City with the office of the Brown County Register of Deeds.

- B. Assignment.** Neither party may assign this Agreement except upon prior written consent thereof, including acknowledgement by the assignee of the obligations contained in this agreement and consent to the same.
- C. Contractual Interpretation.** The paragraphs headed by Roman Numerals in this contract are referred to as Sections and are intended to include, as categories thereunder, lettered paragraphs. The lettered paragraphs of this Agreement are to be referred to as paragraphs and the numbered paragraphs, subparagraphs. The Section, paragraph, and subparagraph headings of this Agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement.
- D. Notices.** Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark.

1. If to Developer:
One Source Technologies, Inc.
Todd W. Benz
750 Coronis Cir.

Green Bay, WI 54304-5747

2. If to City:
City of De Pere
Attn: City Clerk
335 South Broadway Street
De Pere, WI 54115

With a copy to:
City of De Pere
Attn: City Administrator
335 South Broadway Street
De Pere, WI 54115

E. Law Governing. This agreement shall be construed in accordance with the laws of the State of Wisconsin.

F. Entire Agreement. This Agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This Agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.

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

[SIGNATURES TO FOLLOW ON NEXT PAGE]

ONE SOURCE TECHNOLOGIES, INC.

By:

Todd W. Benz

Title:

Print Name:

Title:

STATE OF WISCONSIN)

)SS.

BROWN COUNTY)

Personally came before me this ____
day of _____, 2022, the above
named Todd Benz known as the person
who executed the foregoing instrument
and acknowledged the same.

Notary Public:

My Commission expires: _____

Drafted by: Kristen K. Johnson

CITY OF DE PERE

By:

James G. Boyd, Mayor_____
Carey E. Danen, City Clerk

STATE OF WISCONSIN)

)SS.

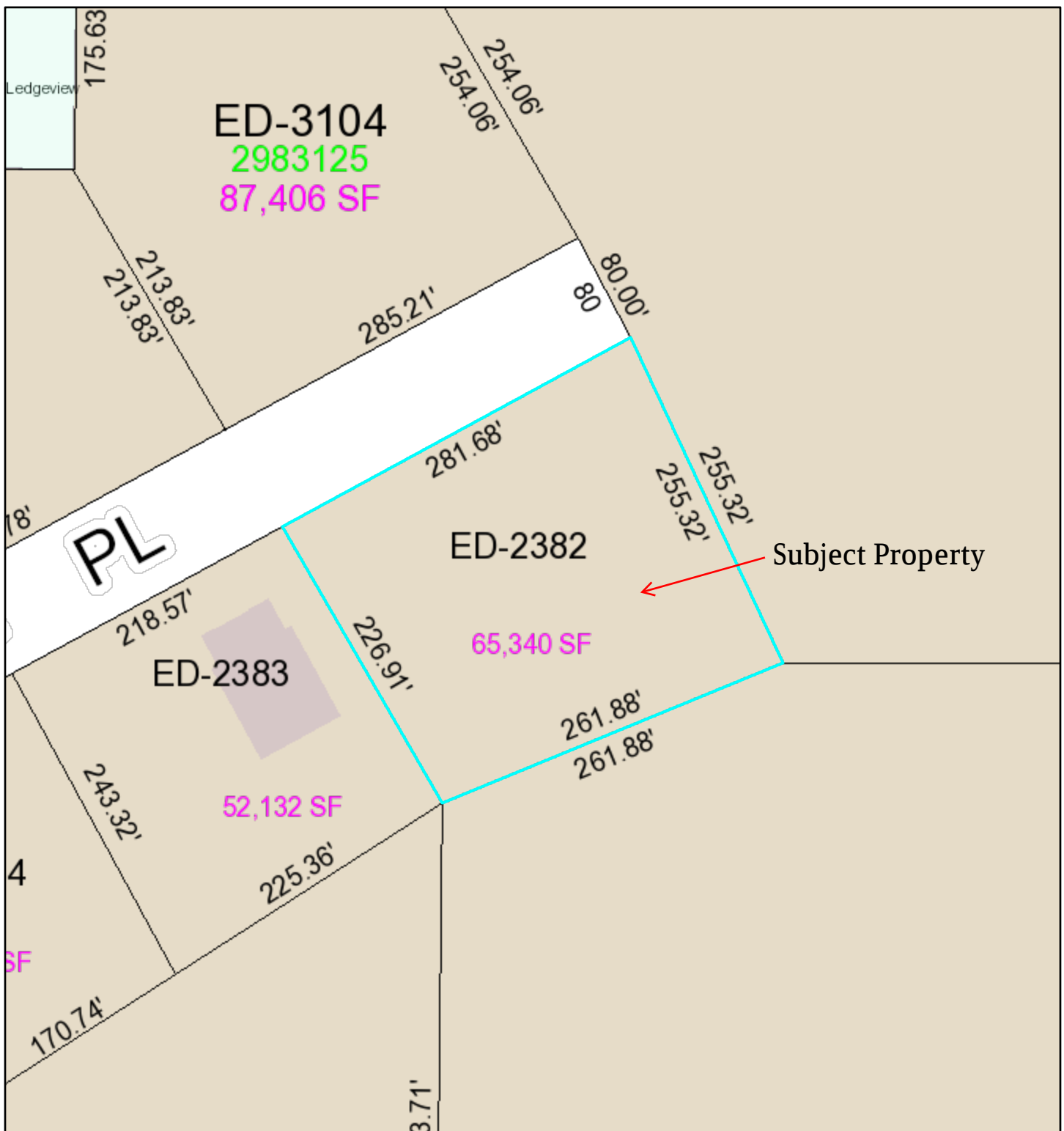
BROWN COUNTY)

Personally came before me this ____
day of _____, 2022, the above
named James G. Boyd, Mayor, and
Carey E. Danen, City Clerk,
known as the persons who executed
the foregoing instrument and
acknowledged the same.

Notary Public:

My Commission expires: _____

User Created DIME Map



9/29/2022, 3:13:05 PM

Parcel #

PropertyHook

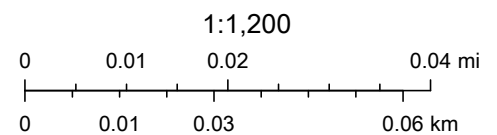


Exhibit A

CITY OF DE PERE

335 South Broadway, De Pere, WI 54115 | www.de-pere.org



September 27, 2022

Calvin L. Tollefson, Engineer
Harris & Associates INC
2718 N Meade ST
Appleton, WI 54911

RE: Site Plan Review for a one-story 11,190 SF office and warehouse at 2051 Profit PL
(Parcel ED-2382)

Dear Mr. Tollefson:

Thank you for the site plan application for One Source Technologies, located at 2051 Profit PL. The City of De Pere Plan Commission reviewed the site plan application on 9/26/22 and recommended conditional approval, subject to compliance with the comments outlined on the attachment.

Please prepare a site plan resubmittal that addresses the attached conditions. The resubmittal should be sent to myself and must include digital PDF files of all drawings, one full size set, and one 11x17 set.

The final site plan will not be formally approved, and no permits will be issued, until all of the conditions have been satisfied and the City has issued a final site plan approval memo. Approval by Common Council is not required for this site plan.

Should you have any questions regarding the decision or require further information, feel free to contact me at 339-4043 or pschleinz@deperewi.gov.

Sincerely,

Peter Schleinz
Senior Planner | Zoning Administrator

cc: Daniel J. Lindstrom, AICP, Development Services Director
Dennis Jensen, Senior Building Inspector
Todd Benz, One Source Technologies

Exhibit B

ATTACHMENT: Plan Commission Comments and Conditions of Approval

Engineering:

1. Provide lighting/photometric plan.
2. Identify how the connection/reduction from 8-inch to 2-inch water service is being made.

Planning:

1. The petitioner must request the use of architectural metal panels on the front façade. Provide a sample with the color and texture for the panel. Plan Commission has sometimes approved textured panel that appears to be masonry in the past.
2. The petitioner must request permission to include metal facades on the sides and rear of the building. Provide a table that identifies the amount (percentage) of metal on each façade and the type and color of metal used.
3. To improve the chances of success when requesting metal on the southwest side, continue the 3'8" CMU detail for the full length of the wall.
4. To improve the chances of success when requesting an expansion wall with metal on the northwest side, wrap the brick and CMU around the corner for at least 3' to 5'. Also, if the façade is an expansion wall, provide details with a specific timeline for when the expansion will occur (approval no greater than 5 years), and provide a detail for how and when the facade will be altered to comply with building facade requirements if the expansion does not occur within that designated time. Specific dates should be included for the expansion and finishing the wall if the expansion does not occur.
5. Identify the date for installation of the trees and plants identified on the Landscape Plan. Also, provide the annual date (or date range) when annual landscaping inspections will be made for dead, dying, and diseased plants and trees. Also provide the annual date (or date range) that all dead, dying, or diseased plants will be replaced each year.
6. Provide a scaled detail for the refuse and recycle storage area. Identify materials and colors used, per Municipal Code 14-60(6)(j).
7. The site plan has one sign, a wall sign (no other signage requiring a permit). Identify the maximum height, square footage, length & width, and illumination for the sign, which should comply with wall signage for Business Park and Industrial Districts (i.e. - maximum height 20', etc.). Plan Commission reviews this basic sign information along with the site plan, and a separate sign permit will be required to verify compliance.

Inspection:

1. IBC 501.2 Address Identification – New and existing buildings shall be provided legible and placed in a position that is visible from the street or road fronting the property. Address identification shall contrast with their background and shall be Arabic numbers or alphabetical letters and shall not be spelled out. Each character shall be 4 inches high with a ½-inch stroke.
2. DPMC Chapter 42 Soil Erosion Control – The site is more than one acre. WDNR/NOI permit is required. Soil erosion control shall be implemented 24 hours after site disturbance. All soil erosion control shall be maintained, inspected, accurate records maintained on a weekly basis and properly repaired and inspected after a precipitation event.
3. DPMC 98-3 - A Sign review and permit shall be obtained for any signs that require a permit prior to installation.
4. IBC 503.1, 506 & 507 - Provide the building class of construction including height and area for proper zoning setbacks.

Water:

1. Cannot tap the 8-inch water service with a sleeve to service the property. Options are as follows:
 - a. Bring the 8-inch into the building and tap for potable water off the 8-inch fire line in the building.
 - b. Abandon the 8-inch line at the main and bring a new water service into the building to meet the water needs.

Fire, Forestry, Health, Parks, Police: None.

The following conditions were specifically approved by the Plan Commission:

1. The use of smooth architectural metal panel on the front façade (northwest) and side façades (southwest & northeast), as provided by the petitioner on 9/26/22.
2. Include a plan for expansion within 5 years (9/26/27) or come back to the Plan Commission with a plan of action to re-address the expansion wall.
3. Wrapping the brick and CMU at least 3' to 5' around the corner of the building to the side façade (northeast).
4. The use of 100% metal on the entire rear façade (southeast).
5. Adding enhanced landscaping along the sides of the building, which no longer requires the knee wall. Enhanced landscaping must be submitted to staff for review and approval.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 4, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Appointment to the Board of Review by Mayor Boyd.

ATTACHMENTS:

- Appointment Memo_Oct 2022 (PDF)

Memo

City of De Pere

To: City Council Members
From: James Boyd, Mayor
Subject: Appointments and Reappointments
Date: October 4, 2022 (meeting date)

I am submitting the following name for appointment at the October 4, 2022 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have an issue with the appointment.

Commission

Board of Review

Appointment

Corday Goddard

Corday came to De Pere in 1998 to work at St. Norbert College, where he has held a variety of roles. He has two adult children who both graduated from West De Pere High School. He also chairs the Brown County Housing Authority.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 4, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Voucher approval.

ATTACHMENTS:

- 10-4-2022 VOUCHERS (PDF)

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PACKET: 06861 OCT 2022 COUNCIL 10-4-2022

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0302	AIRGAS USA LLC I-9990635554	AIRGAS USA LLC	R	10/04/2022		584.16CR	100333	584.16
7873	AMERICAN CONSERVATION & BILLING SOLUTIONS I-14455	AMERICAN CONSERVATION & BILLIN	R	10/04/2022		1,042.00CR	100334	1,042.00
6803	AUTOMATIC MOTORS INC. I-2643	AUTOMATIC MOTORS INC.	R	10/04/2022		2,020.00CR	100335	2,020.00
0020	BADGERLAND PRINTING INC I-38399 I-38645 I-38694 I-38705 I-38706 I-38730 I-38745	BADGERLAND PRINTING INC BADGERLAND PRINTING INC BADGERLAND PRINTING INC BADGERLAND PRINTING INC BADGERLAND PRINTING INC BADGERLAND PRINTING INC BADGERLAND PRINTING INC	R R R R R R R	10/04/2022 10/04/2022 10/04/2022 10/04/2022 10/04/2022 10/04/2022 10/04/2022		150.00CR 52.00CR 1,920.00CR 276.50CR 60.00CR 929.40CR 156.00CR	100336 100336 100336 100336 100336 100336 100336	 3,543.90
0023	BATTERIES PLUS LLC I-P55015908	BATTERIES PLUS LLC	R	10/04/2022		51.98CR	100337	51.98
0027	BAY TOWEL INC I-4394990 I-4394991 I-4401321 I-4401322	BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC	R R R R	10/04/2022 10/04/2022 10/04/2022 10/04/2022		113.86CR 184.36CR 113.86CR 184.36CR	100338 100338 100338 100338	 596.44
0038	BROADWAY AUTOMOTIVE INC I-608025P I-608029P I-608074P I-608312P	BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC	R R R R	10/04/2022 10/04/2022 10/04/2022 10/04/2022		80.10CR 306.16CR 76.82CR 53.04CR	100339 100339 100339 100339	 516.12
0039	BROOKS TRACTOR INC I-D05275	BROOKS TRACTOR INC	R	10/04/2022		11.17CR	100340	11.17
0046	BROWN COUNTY PORT & RESOURCE RECOVERY I-52052	BROWN COUNTY PORT & RESOURCE R	R	10/04/2022		28,703.90CR	100341	28,703.90
2984	BROWN COUNTY TREASURER I-2022-00000005 I-2022-00000009	BROWN COUNTY TREASURER BROWN COUNTY TREASURER	R R	10/04/2022 10/04/2022		30.00CR 330.00CR	100342 100342	 360.00

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VENDOR SET: 01

**** CHECK LISTING ****

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7745	KELLY BURKE I-202209263417	KELLY BURKE	R	10/04/2022		19.75CR	100343	19.75
6061	CARRICO AQUATIC RESOURCES INC I-20224368 I-20225406	CARRICO AQUATIC RESOURCES INC CARRICO AQUATIC RESOURCES INC	R	10/04/2022		1,113.70CR	100344	
			R	10/04/2022		11.89CR	100344	1,125.59
0536	CDW GOVERNMENT INC I-CP34587 I-CQ57847	CDW GOVERNMENT INC CDW GOVERNMENT INC	R	10/04/2022		53.74CR	100345	
			R	10/04/2022		26.14CR	100345	79.88
6575	CEDAR CORP I-112490	CEDAR CORP	R	10/04/2022		1,279.43CR	100346	1,279.43
0520	CENTRAL BROWN COUNTY WATER AUTHORITY I-3297	CENTRAL BROWN COUNTY WATER AUT	R	10/04/2022		14,036.00CR	100347	14,036.00
7693	CERTAPRO PAINTERS I-5418	CERTAPRO PAINTERS	R	10/04/2022		875.25CR	100348	875.25
7639	CORE & MAIN LP I-P783507 I-R550304	CORE & MAIN LP CORE & MAIN LP	R	10/04/2022		4,800.00CR	100349	
			R	10/04/2022		1,238.75CR	100349	6,038.75
8016	TYLER DAWSON I-202209263418	TYLER DAWSON	R	10/04/2022		48.96CR	100350	48.96
0075	DIGGERS HOTLINE INC I-220 8 36401	DIGGERS HOTLINE INC	R	10/04/2022		1,079.80CR	100351	1,079.80
7707	DUNCAN ASSOCIATES INC I-337-18-21	DUNCAN ASSOCIATES INC	R	10/04/2022		4,403.11CR	100352	4,403.11
0085	EMERGENCY MEDICAL PRODUCTS INC I-2476138 I-2477523 I-2478350 I-2480580	EMERGENCY MEDICAL PRODUCTS INC EMERGENCY MEDICAL PRODUCTS INC	R	10/04/2022		193.90CR	100353	
			R	10/04/2022		23.49CR	100353	
			R	10/04/2022		193.90CR	100353	
			R	10/04/2022		83.07CR	100353	494.36
0200	FIRST SUPPLY LLC I-13362268-00 I-13381526-00 I-13381921-00	FIRST SUPPLY LLC FIRST SUPPLY LLC	R	10/04/2022		54.67CR	100354	
			R	10/04/2022		119.15CR	100354	
			R	10/04/2022		381.05CR	100354	554.87

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8146	GATEWAY TRUCK & REFRIG							
	I-81-6996P	GATEWAY TRUCK & REFRIG	R	10/04/2022		43.13CR	100355	
	I-81-6998P	GATEWAY TRUCK & REFRIG	R	10/04/2022		300.08CR	100355	343.21
8802	GFC LEASING - WI							
	I-I00760789	GFC LEASING - WI	R	10/04/2022		198.74CR	100356	198.74
8347	GFL ENVIRONMENTAL							
	I-U60000100354	GFL ENVIRONMENTAL	R	10/04/2022		581.46CR	100357	581.46
2495	GLAXOSMITHKLINE							
	I-8253828396	GLAXOSMITHKLINE	R	10/04/2022		889.20CR	100358	889.20
0116	GRAINGER INC							
	I-9257564824	GRAINGER INC	R	10/04/2022		18.48CR	100359	
	I-9437340145	GRAINGER INC	R	10/04/2022		117.35CR	100359	
	I-9438530132	GRAINGER INC	R	10/04/2022		15.60CR	100359	151.43
6608	TRISTA GROTH							
	I-202209263419	TRISTA GROTH	R	10/04/2022		116.05CR	100360	116.05
6932	IMAGETREND INC.							
	I-137604	IMAGETREND INC.	R	10/04/2022		256.00CR	100361	256.00
1399	INDOFF INC							
	I-3576810	INDOFF INC	R	10/04/2022		18.99CR	100362	
	I-3595537	INDOFF INC	R	10/04/2022		217.96CR	100362	
	I-3595538	INDOFF INC	R	10/04/2022		242.68CR	100362	
	I-3595539	INDOFF INC	R	10/04/2022		304.57CR	100362	784.20
8355	DANIELLE JAUQUET							
	I-202209263420	DANIELLE JAUQUET	R	10/04/2022		217.59CR	100363	217.59
0362	JOHNSON CONTROLS FIRE PROTECTION LP							
	I-41579746	JOHNSON CONTROLS FIRE PROTECTI	R	10/04/2022		4,893.96CR	100364	
	I-89058389	JOHNSON CONTROLS FIRE PROTECTI	R	10/04/2022		303.00CR	100364	5,196.96
8364	JOHNSTONE SUPPLY							
	I-6043772	JOHNSTONE SUPPLY	R	10/04/2022		113.56CR	100365	
	I-6044034	JOHNSTONE SUPPLY	R	10/04/2022		27.73CR	100365	
	I-6044042	JOHNSTONE SUPPLY	R	10/04/2022		42.30CR	100365	
	I-6044137	JOHNSTONE SUPPLY	R	10/04/2022		7.74CR	100365	
	I-6044398	JOHNSTONE SUPPLY	R	10/04/2022		32.18CR	100365	
	I-6044399	JOHNSTONE SUPPLY	R	10/04/2022		9.82CR	100365	
	I-6044402	JOHNSTONE SUPPLY	R	10/04/2022		15.37CR	100365	248.70

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1276	JX ENTERPRISES INC							
	I-14226324P	JX ENTERPRISES INC	R	10/04/2022		28.52CR	100366	
	I-14227639P	JX ENTERPRISES INC	R	10/04/2022		263.98CR	100366	
	I-14228056P	JX ENTERPRISES INC	R	10/04/2022		70.36CR	100366	
	I-14229050P	JX ENTERPRISES INC	R	10/04/2022		240.00CR	100366	
	I-14229768P	JX ENTERPRISES INC	R	10/04/2022		107.33CR	100366	
	I-14229769P	JX ENTERPRISES INC	R	10/04/2022		33.53CR	100366	
	I-14229770P	JX ENTERPRISES INC	R	10/04/2022		55.55CR	100366	799.27
5228	MARTY KOSOBUCKI							
	I-202209263421	MARTY KOSOBUCKI	R	10/04/2022		5.89CR	100367	
	I-202209263422	MARTY KOSOBUCKI	R	10/04/2022		17.88CR	100367	
	I-202209263423	MARTY KOSOBUCKI	R	10/04/2022		9.63CR	100367	
	I-202209263424	MARTY KOSOBUCKI	R	10/04/2022		9.63CR	100367	
	I-202209263425	MARTY KOSOBUCKI	R	10/04/2022		6.42CR	100367	49.45
6133	KUSTOM SIGNALS INC							
	I-596758	KUSTOM SIGNALS INC	R	10/04/2022		2,967.00CR	100368	2,967.00
0153	LAFORCE INC							
	I-1200805	LAFORCE INC	R	10/04/2022		446.36CR	100369	
	I-1200833	LAFORCE INC	R	10/04/2022		163.44CR	100369	
	I-1200964	LAFORCE INC	R	10/04/2022		1,627.81CR	100369	
	I-2031589SO	LAFORCE INC	R	10/04/2022		845.80CR	100369	3,083.41
4498	MC MAHON ASSOC INC							
	I-602531	MC MAHON ASSOC INC	R	10/04/2022		6,155.10CR	100370	6,155.10
7730	MCKESSON MEDICAL SURGICAL							
	I-76347306	MCKESSON MEDICAL SURGICAL	R	10/04/2022		172.11CR	100371	172.11
0173	MENARDS INC							
	I-4001	MENARDS INC	R	10/04/2022		8.79CR	100372	
	I-4137	MENARDS INC	R	10/04/2022		282.15CR	100372	
	I-4189	MENARDS INC	R	10/04/2022		59.97CR	100372	
	I-4211	MENARDS INC	R	10/04/2022		9.58CR	100372	
	I-4229	MENARDS INC	R	10/04/2022		41.88CR	100372	
	I-4272	MENARDS INC	R	10/04/2022		78.68CR	100372	
	I-4286	MENARDS INC	R	10/04/2022		30.15CR	100372	
	I-4360	MENARDS INC	R	10/04/2022		9.48CR	100372	
	I-4461	MENARDS INC	R	10/04/2022		89.10CR	100372	
	I-4514	MENARDS INC	R	10/04/2022		33.96CR	100372	643.74

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1630	BRIAN MITCHELL I-3385	BRIAN MITCHELL	R	10/04/2022		269.00CR	100373	269.00
8833	CHELSEA MOBERG I-202209263426	CHELSEA MOBERG	R	10/04/2022		50.38CR	100374	50.38
0531	NORTHEAST AUTO PARTS INC I-373035 I-373122 I-373261 I-373311 I-373420 I-3734241 I-373470 I-373639 I-373654 I-373704 I-373749 I-373764	NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC	R	10/04/2022		13.08CR 94.66CR 17.98CR 13.29CR 315.81CR 18.25CR 9.60CR 8.45CR 5.56CR 12.22CR 118.08CR 117.50CR	100375 100375 100375 100375 100375 100375 100375 100375 100375 100375 100375 100375	744.48
8869	BRYNN OSBAHR I-202209263427	BRYNN OSBAHR	R	10/04/2022		150.00CR	100376	150.00
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC I-187772	OSHKOSH FIRE & POLICE EQUIPMEN	R	10/04/2022		16,843.08CR	100377	16,843.08
5476	PERSONNEL EVALUATION INC I-44628	PERSONNEL EVALUATION INC	R	10/04/2022		124.00CR	100378	124.00
0208	POMP'S TIRE SERVICE INC I-1010104402 I-90080014	POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC	R	10/04/2022		452.82CR 559.50CR	100379 100379	1,012.32
0211	POSITIVE PROMOTIONS I-7011088	POSITIVE PROMOTIONS	R	10/04/2022		86.95CR	100380	86.95
8277	R BAUMAN & ASSOCIATES SC I-1425	R BAUMAN & ASSOCIATES SC	R	10/04/2022		905.40CR	100381	905.40
7584	R LEWIS TECHNOLOGIES INC I-12749	R LEWIS TECHNOLOGIES INC	R	10/04/2022		16.64CR	100382	16.64

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8870	RAPID ROOTER SEWER AND DRAIN I-1376	RAPID ROOTER SEWER AND DRAIN	R	10/04/2022		200.00CR	100383	200.00
6948	RAY'S TIRE I-1025683 I-1025876 I-1025989	RAY'S TIRE RAY'S TIRE RAY'S TIRE	R	10/04/2022 10/04/2022 10/04/2022		2,928.00CR 2,459.00CR 2,952.00CR	100384 100384 100384	 8,339.00
0501	SAINT MARY'S HOSPITAL I-1402	SAINT MARY'S HOSPITAL	R	10/04/2022		15.01CR	100385	15.01
0235	SAINT VINCENT HOSPITAL I-2122	SAINT VINCENT HOSPITAL	R	10/04/2022		176.40CR	100386	176.40
8352	EMILY SHARAPATA I-202209263428	EMILY SHARAPATA	R	10/04/2022		41.00CR	100387	41.00
8350	MATT SMITH I-202209263429	MATT SMITH	R	10/04/2022		60.21CR	100388	60.21
7762	SMITHGROUP INC I-165530	SMITHGROUP INC	R	10/04/2022		6,250.00CR	100389	6,250.00
5568	SYBLE HOPP SCHOOL I-202209263430	SYBLE HOPP SCHOOL	R	10/04/2022		1,430.00CR	100390	1,430.00
0752	SYSTEMS FURNITURE LLC I-38042	SYSTEMS FURNITURE LLC	R	10/04/2022		706.00CR	100391	706.00
0268	TRUCK EQUIPMENT INC I-1017669-00 I-1018718-00	TRUCK EQUIPMENT INC TRUCK EQUIPMENT INC	R	10/04/2022 10/04/2022		40.12CR 145.82CR	100392 100392	 185.94
7830	TUNDRA APPAREL AND PROMOTIONS I-7046	TUNDRA APPAREL AND PROMOTIONS	R	10/04/2022		2,813.10CR	100393	2,813.10
0272	UNIFORM SHOPPE INC I-324780 I-324845 I-325066 I-325110	UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC	R	10/04/2022 10/04/2022 10/04/2022 10/04/2022		10.95CR 20.00CR 115.80CR 28.95CR	100394 100394 100394 100394	 175.70

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1229	UTILITY SALES AND SERVICE INC							
	I-74672-IN	UTILITY SALES AND SERVICE INC	R	10/04/2022		2,245.31CR	100395	2,245.31
7210	VANDEN PLAS PORTABLE SOLUTIONS LLC							
	I-10877	VANDEN PLAS PORTABLE SOLUTIONS	R	10/04/2022		178.76CR	100396	178.76
3707	VIKING ELECTRIC SUPPLY							
	I-S005996890.001	VIKING ELECTRIC SUPPLY	R	10/04/2022		27.82CR	100397	
	I-S006195313.001	VIKING ELECTRIC SUPPLY	R	10/04/2022		286.00CR	100397	
	I-S006202564.001	VIKING ELECTRIC SUPPLY	R	10/04/2022		305.10CR	100397	
	I-S006205055.002	VIKING ELECTRIC SUPPLY	R	10/04/2022		81.00CR	100397	
	I-S006207396.001	VIKING ELECTRIC SUPPLY	R	10/04/2022		148.80CR	100397	848.72
5892	VONBRIESEN & ROPER SC							
	I-404092	VONBRIESEN & ROPER SC	R	10/04/2022		1,827.00CR	100398	
	I-404093	VONBRIESEN & ROPER SC	R	10/04/2022		4,315.50CR	100398	6,142.50
6469	WI DOCUMENT IMAGING							
	I-176430	WI DOCUMENT IMAGING	R	10/04/2022		1,028.75CR	100399	1,028.75
7710	WI HUMANE SOCIETY							
	I-2351	WI HUMANE SOCIETY	R	10/04/2022		265.50CR	100400	265.50
7857	WISCNET							
	I-19598	WISCNET	R	10/04/2022		2,000.00CR	100401	
	I-19884	WISCNET	R	10/04/2022		3,960.00CR	100401	5,960.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	69	0.00	147,583.19	147,583.19
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	69	0.00	147,583.19	147,583.19

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

9/26/2022 4:10 PM

A / P CHECK REGISTER

PAGE: 8

PACKET: 06861 OCT 2022 COUNCIL 10-4-2022

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	10/2022	83,426.07CR
201	10/2022	2,929.90CR
208	10/2022	53.99CR
260	10/2022	1,279.43CR
297	10/2022	5,000.00CR
405	10/2022	4.18CR
415	10/2022	21,737.04CR
601	10/2022	23,898.81CR
650	10/2022	9,253.77CR
=====		
ALL		147,583.19CR



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 4, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 4, 2022

DEPARTMENT: City Attorney

FROM: Kristen Johnson

SUBJECT: Consideration and Possible Action on Request of the City Attorney's Office to Waive Conflict of Interest
