

In the Matter of the Incorporation  
as a Village of Certain Territory  
in the Town of Scott

Case No. 02-CV-851

TOWN OF SCOTT,

Plaintiff,

**F I L E D**  
JUN - 9 2003

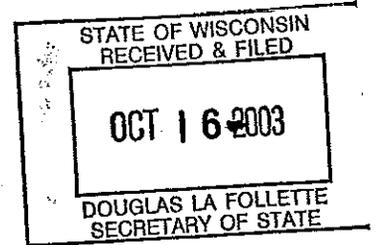
Case No. 02-CV-1252

v.

CITY OF GREEN BAY,

Defendant.

CLERK OF COURTS  
BROWN COUNTY, WI

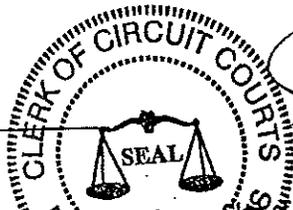


**STIPULATION AND  
ORDER AND JUDGMENT OF DISMISSAL**

COME NOW the respective parties by and with their attorneys and stipulate and agree as follows:

1. The parties agree to the terms as set forth and approved by their respective governing bodies in the City of Green Bay/Town of Scott Boundary Agreement attached hereto and incorporated by reference as Exhibit A.
2. This agreement is effective upon entry of a final judgment by the Court.
3. The above-captioned matters may be dismissed with prejudice and without costs to any party.

Date 4/25/03



[Signature]  
John D. Claypool  
Attorney for Town of Scott

Date 4/30/03

I, [Signature] Clerk of Courts  
certify that the copy attached has been  
compared by me with the original on file and  
required by law to be in my custody, the name  
is correct transcript and true copy of the  
original record, I herewith set my hand and  
affix the seal of the Clerk of Courts of Brown  
County at Green Bay, this 13 day of  
April, A.D., 2003  
[Signature] Clerk

[Signature]  
Mason C. Swanson, Assistant City Attorney  
Attorney for City of Green Bay

A

In the Matter of the Incorporation as a Village  
of Certain Territory in the Town of Scott  
Case No. 02-CV-851

Town of Scott v. City of Green Bay  
Case No. 02-CV-1252

### ORDER AND JUDGMENT OF DISMISSAL

Upon a review of the records and files contained herein and the stipulation which is  
attached hereto;

IT IS HEREBY ORDERED AND ADJUDGED that the above-captioned matters be and  
are hereby dismissed with prejudice and without costs to any party.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated at Green Bay, Wisconsin, this 9<sup>th</sup> day of June, 2003.

BY THE COURT:

  
Richard J. Dietz  
Circuit Judge, Branch VI  
Brown County, Wisconsin

TOWN OF SCOTT,

Plaintiff,

v.

CITY OF GREEN BAY,

Defendant.

FILED  
Case No. 02-CV-2089  
JUN - 9 2003

CLERK OF COURTS  
BROWN COUNTY, WI

**STIPULATION AND  
ORDER AND JUDGMENT OF DISMISSAL**

COME NOW the respective parties by and with their attorneys and stipulate and agree as follows:

1. The parties agree to the terms as set forth and approved by their respective governing bodies in the City of Green Bay/Town of Scott Boundary Agreement attached hereto and incorporated by reference as Exhibit A.
2. This agreement is effective upon entry of a final judgment by the Court.
3. The above-captioned matter may be dismissed with prejudice and without costs to any party.

4/25/03  
Date

*[Signature]*  
John D. Claypool  
Attorney for Town of Scott

4/30/03  
Date

*[Signature]*  
Allison C. Swanson, Assistant City Attorney  
Attorney for City of Green Bay

Paul G. Janquart, Clerk of Courts  
 certify that the copy annexed has been compared by me with the original on file and is correct transcript and true copy of the original record, I herewith set my hand and affix the seal of the Clerk of Courts of Brown County at Green Bay, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2003.



STATE OF WISCONSIN  
 RECEIVED & FILED  
 OCT 16 2003  
 DOUGLAS LA FOLLETTE  
 SECRETARY OF STATE



TOWN OF SCOTT,

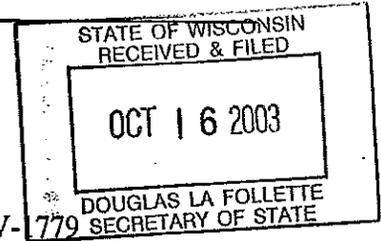
Plaintiff,

v.

CITY OF GREEN BAY,

Defendant.

Case No. 02-CV-779



**FILED**

MAY 14 2003

STIPULATION AND  
ORDER AND JUDGMENT OF DISMISSAL

CLERK OF COURTS  
BROWN COUNTY, WI

COME NOW the respective parties by and with their attorneys and stipulate and agree as follows:

1. The parties agree to the terms as set forth and approved by their respective governing bodies in the City of Green Bay/Town of Scott Boundary Agreement attached hereto and incorporated by reference as Exhibit A.
2. This agreement is effective upon entry of a final judgment by the Court.
3. The above-captioned matter may be dismissed with prejudice and without costs to any party.

4/25/03  
Date

[Signature]  
John D. Claypool  
Attorney for Town of Scott

4/30/03  
Date

[Signature]  
Allison C. Swanson, Assistant City Attorney  
Attorney for City of Green Bay

I, Paul G. Janquart, Clerk of Courts, certify that the copy annexed has been compared by me with the original on file and required by law to be in my custody, and the same is correct transcript and true copy of the original record, I herewith set my hand and affix the seal of the Clerk of Courts of Brown County at Green Bay, this 25th day of April, A.D., 2003.

[Signature]  
Paul G. Janquart  
Clerk of Courts  
Brown County, WI

[Signature]

MAY 16 2003

**ORDER AND JUDGMENT OF DISMISSAL**

Upon a review of the record and file contained herein and the stipulation which is attached hereto;

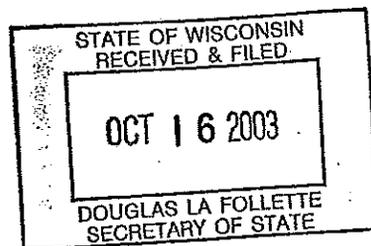
IT IS HEREBY ORDERED that the above-captioned matter be and is hereby dismissed with prejudice and without costs to any party.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated at Green Bay, Wisconsin, this 12 day of May, 2003.

BY THE COURT:

  
Sue E. Bischel  
Circuit Judge, Branch III  
Brown County, Wisconsin



# EXHIBIT A

STATE OF WISCONSIN  
RECEIVED & FILED

OCT 16 2003

DOUGLAS LA FOLLETTE  
SECRETARY OF STATE

**TOWN OF SCOTT  
2621 JODY DRIVE  
NEW FRANKEN, WI 54229**

RESOLUTION NUMBER 03-03-01

WHEREAS, the Town of Scott entered into negotiations for a Developers Agreement with property owners whose interests are the development of certain properties in the area of the intersection of Highways 54 & 57 and such Agreement included the provision for public water and sewer;

WHEREAS, after more than one year of negotiations said property owners rejected the Developers Agreement to take advantage of the effect of a Tax Incremental Finance District designation and other incentives made possible by annexation of said lands to the City of Green Bay;

WHEREAS, four related annexations are currently being challenged by the Town of Scott vs. City of Green Bay in Brown County Circuit Court;

WHEREAS, the State of Wisconsin Department of Administration has deemed three of the four annexations determined to be "not in the public interest";

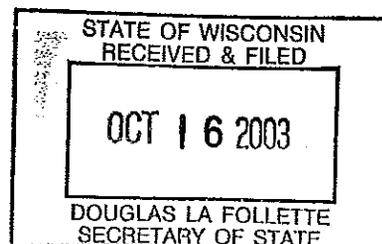
WHEREAS, certain Town of Scott residents have begun the process to petition for incorporation of a portion of the Town of Scott as the Village of Bay Settlement;

WHEREAS, such Village petition is pending at the State of Wisconsin Department of Administration;

WHEREAS, legal counsel has advised the Town of Scott that Wisconsin annexation laws and prolonged expensive legal battles are historically less that favorable for towns in the State of Wisconsin;

WHEREAS, more than one year ago the Town of Scott entered into negotiations with the City of Green Bay for a border Agreement;

WHEREAS, such Border Agreement has certain provisions including but not limited to cause resolution of current litigation, to provide administration of future border boundaries, and to provide shared municipal services;



TOWN OF SCOTT  
2621 JODY DRIVE  
NEW FRANKEN, WI 54229

THEREFORE BE IT RESOLVED, that the Town Board of the Town of Scott hereby agrees to enter into a stipulation pursuant to Wis. Stats. 66.0225 approving the attached Border Agreement including it's attachments A through E with the City of Green Bay.

Dated this 18<sup>th</sup> day of March, 2003

TOWN OF SCOTT TOWN BOARD:

Mark Schauer, Chairman  
Mark Schauer, Chairman

Cyril Van Laanen  
Cyril Van Laanen, Supervisor

Kenneth Jacobs  
Kenneth Jacobs, Supervisor

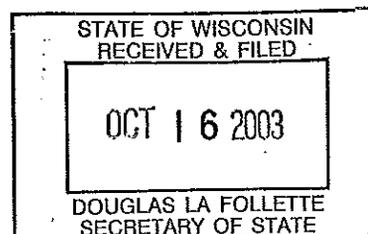
Collaen Harris  
Collaen Harris, Supervisor

Jason Francis Horkman  
Jason F. Horkman, Supervisor

18MAR03

ATTEST:

Donald L. Gibson  
Donald L. Gibson, Clerk





TITLETOWN USA

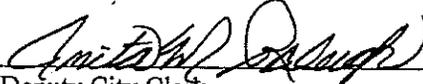
City Clerk / Treasurers Office

Douglas R. Daul  
City Clerk/Treasurer

Anita M. Raleigh  
Deputy Clerk

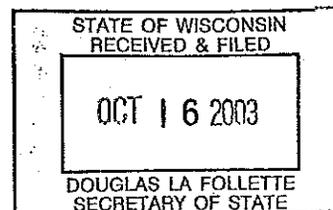
### CERTIFICATION OF DEPUTY CITY CLERK

I, Anita M. Raleigh, the duly appointed, qualified and acting Deputy City Clerk of the City of Green Bay, Wisconsin, do hereby certify that the attached Resolution, bearing my initials, is a true and correct copy of action taken by the Common Council of the City of Green Bay, Brown County, Wisconsin, at a meeting thereof held on March 18, 2003.

  
Deputy City Clerk

Dated at Green Bay, Wisconsin,  
this 24th day of March, 2003.

SEAL



RESOLUTION APPROVING THE  
CITY OF GREEN BAY/TOWN OF SCOTT  
BOUNDARY AGREEMENT

March 18, 2003

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

WHEREAS, the City of Green Bay has adopted Miscellaneous Ordinances Nos. 1-02, 2-02, 3-02, and 4-02 annexing various lands into the City of Green Bay from the Town of Scott; and

WHEREAS, these ordinances have been challenged in Brown County Circuit Court by the Town of Scott, and three cases remain pending in court in addition to a Petition for Incorporation filed by the Town of Scott.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay, Wisconsin, determines it is in the best interests of the City to settle the outstanding litigation pursuant to Wis. Stat. §66.0225 and pursuant to the terms as set forth in the attached Exhibit A, entitled City of Green Bay/Town of Scott Boundary Agreement with attached exhibits. The Council hereby approves the Agreement in its current form and authorizes the Mayor and Clerk to sign the Agreement.

BE IT FURTHER RESOLVED that the Common Council directs the Law Department to submit the City of Green Bay/Town of Scott Boundary Agreement to the Court for approval of the Agreement and entry of judgments pursuant to the terms of the Agreement.

BE IT FURTHER RESOLVED that this approval is subject to approval by the Court and subject to any referendum as set forth in Wis. Stat. §66.0225. Upon final approval of the Court and referendum, if any, the City Clerk is directed to provide notice of the Agreement to all necessary parties as set forth in Wis. Stat. §66.0225.

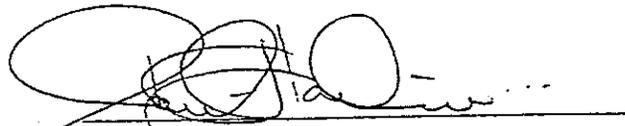
Adopted 3/18/2003

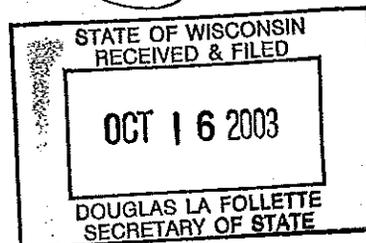
Approved 3/19/2003

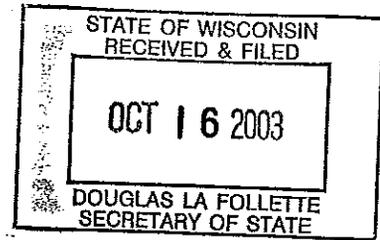
  
Clerk

ACS:bc

Attachment

  
Mayor





## City of Green Bay/Town of Scott Boundary Agreement

1. The City will detach from the City of Green Bay the area outlined in red on the attached Map A, which is approximately 90 acres, including homes on both sides of Bay Settlement Road and Holy Cross School and Church.
2. The Town of Scott will detach the areas outlined in blue on the attached Map A, which is approximately 1137 acres.
3. The parties may mutually agree to detach or attach property throughout the life of this agreement. However, the City of Green Bay agrees that it will not annex for the next 30 years any property within the Town of Scott.
4. The City and Town will jointly plan the area defined in the attached Map B. A master plan for this area will be agreed upon by both municipalities as part of this agreement. The joint planning area (JPA) will be created to ensure the land uses, at the evolving boundary line between the City and the Town, can accommodate both the City's and Town's planned uses for the area. The City and Town have agreed to create a joint commission to accomplish this goal. Amendments may be made to the Master Plan subsequent to this agreement through application to the City of Green Bay/Town of Scott Joint Plan Commission (JPC). The JPC and master plan shall be implemented as set forth in Exhibit C.
5. GBMSD Line: The City and Town will jointly pursue construction of a Green Bay Metropolitan Sewer District (GBMSD) sewer line. A study is being completed by GBMSD to determine the areas to be served by the sewer, the tributary flow to be collected from those areas and the allocation of that tributary flow to the various communities to be served by the sewer. The cost for the design and construction would be allocated to the various communities based on allocation of tributary flow. GBMSD would finance the project and bill the communities in incremental payments over the life of the financing in accordance with their standard policies for such improvements.

Until the proposed GBMSD line is constructed, any current customer connected to the forced main along Hwy 54 between Hemlock Road and Hwy 57 shall be permitted to continue discharging into the forced main. Future customers may also be permitted to connect to the forced main on a temporary basis at no extra charge, but only so long as capacity is available and on the condition that all customers will be required to disconnect from the forced main and connect to the GBMSD line as soon as it is available. Prior to any new forced main connection an engineering evaluation and design must be included with the application that ensures no adverse effect to existing systems. The Royal Scott Sanitary District shall be the approving authority and shall be reimbursed by the property owner for engineering review and inspection of the actual connection to its 10-inch forced main.

The Scott Sanitary District No. 1 would be reimbursed by the GBMSD for expenses previously incurred by Scott Sanitary District No. 1 for items such as design, construction and purchase of easements necessary for the proposed GBMSD line. The purchase of these lines by the GBMSD

and resultant purchase of capacity by the City would satisfy all assessments and connection fees assessed by the New Franken Sanitary District, except as otherwise stated below.

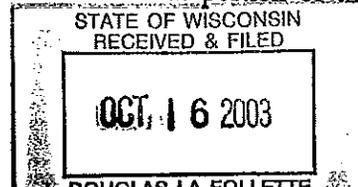
New Franken Sanitary District: The City agrees to collect any outstanding assessments levied by the New Franken Sanitary District in the "Engineering Report on Special Assessments for Wastewater Facilities" for November 21, 1997 and as revised on December 9, 1997, against effected properties that are detached from the Town to the City of Green Bay as part of this agreement. The total assessment to be paid is based upon an assessment of \$6,000 per Twenty-six (26) Residential Equivalent Unit with inflation costs as set forth in the Engineering Report on Special Assessments for Wastewater Facilities for November 21, 1997 and as revised on December 9, 1997 (attached as Exhibit E). The City shall collect the assessments upon request for hook-up to the sewer lines by the effected property owner and thereafter forward the collected assessments to the New Franken Sanitary District within 60 days of receipt of such funds. For those properties that are within the City, but have not begun or completed payments on the outstanding assessment within 7 years, the City will pay to the Sanitary District the outstanding assessments equal to the twenty-six (26) R.E.U. The City may continue to collect from the property owners the assessments paid by the City to the Sanitary District, but such funds shall remain with the City. No additional hook-up fees or assessments shall be paid by the effected property owners or the City of Green Bay for connections to the New Franken Sanitary District's existing sewer lines.

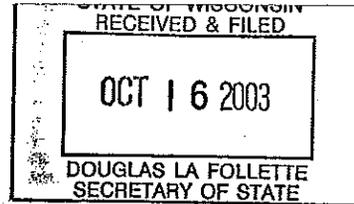
That portion of the gravity sewer line that lies between Craanen Road and Hemlock Road on Highway 54 will be owned, maintained and operated by the City of Green Bay upon commencement of this agreement. That portion of the sewer line along Craanen Road and bounded to the west by the City and to the East by the Town of Scott shall continue to be owned, operated and maintained by the New Franken Sanitary District. The City and New Franken Sanitary District or governing sanitary district shall share all future maintenance, repairs or other work for these shared lines on a prorated share based upon capacity.

The City and its customers may utilize at no additional charge the lift station at Craanen Road and Highway 54 until such time as the GBMSD interceptor is available for hook-up for a period of 7 years whichever is shorter. All future maintenance, repairs, and other work for the lift station will be shared on a pro-rata share based upon capacity of each municipality.

In all instances unless otherwise specified below, each municipality will be responsible for service and billing of its own citizens for use of sewer and water. The City further agrees that sanitary districts affected by the detachment of property to the City will not be dissolved except through a decision by the Town Board. The City and Town also agree to work cooperatively for future expansions of the Brown County Sewer Service Area in the area bounded by Church Road to the north, County Road T to the east, Town of Humboldt to the South and Bay Settlement Road to the west.

Scott Sanitary District Lines: On the north side of Algoma Road/Hwy 57 between Sussex Road and Bay Settlement Road, the City will assume responsibility for payment of any deferred assessments of the Scott Sanitary District No. 1 levied against properties detached to the City. The City and its new customers will be allowed to make connections to that portion of the





Algoma Road/Hwy 57 sanitary sewer with no additional charges or fees. There is one existing sanitary district customer in this area, known as the Maricque home. This customer will continue to be a sanitary district customer until the customer's home is removed, if ever. The City and Scott #1 Sanitary District or its successor shall share all future maintenance, repairs or other work for this shared line on a pro-rated basis based upon capacity.

All City of Green Bay residents whose property is detached from the City to the Town as part of this agreement in the area of Bay Settlement Road shall become customers of the appropriate sanitary district upon detachment and the existing City of Green Bay sanitary sewers located within that portion of Bay Settlement Road shall be owned, operated and maintained by the sanitary district as designated by the Town of Scott. All Town of Scott residents located in areas to be detached to the City, excluding the single customer identified above, shall become customers of the City of Green Bay and the Green Bay Water Utility upon detachment from the Town.

6. The City will permit the Town to connect to the sewer line currently existing in Church Road and terminating just short of the city limits. The extensions to the sewer line will be at the Town's expense. Capacity will be limited to .3 CFS in addition to the flow attributed to the existing City of Green Bay customers along Bay Settlement Road that are to be detached from the City and the future flow attributed to the vacant lands abutting Bay Settlement Road also being detached from the City. The City will not charge the Town for this capacity, but any future maintenance, repairs or other work needed on the line will be shared at a pro-rata share based upon capacity used by Green Bay customers.

7. The City/GB Water Utility will sell potable water with quality commensurate with that furnished to all other Green Bay customers meeting state and federal water quality standards to the Town and/or its Sanitary Sewer Districts at a bulk rate equal to the rate paid by the City's largest bulk user. This rate shall fluctuate periodically, but shall always be equal to the rate paid by the City's largest bulk user. It is understood that inclusive of the bulk rate costs are costs associated with routine upgrades, maintenance and improvements needed due to planned increased demand. Should the Town's demand for water increase substantially as a result of an unanticipated high volume water user, the Town or its customer will be responsible for upgrade or improvements necessary as a direct result of the unanticipated increase in demand.

In addition, the City will extend water lines, at the City expense, to points of connection for the Town at 1) the intersection of Judy Lane and Bay Settlement Road; 2) within the Highway 54/57 corridor; and 3) a point along Highway 54 east of Highway 57. These extensions of water mains will be constructed as deemed necessary by the City for the development of property within the new City limits; however, the extensions of water mains shall take place no later than 7 years from the commencement of this agreement. In addition, the Town may immediately connect to an existing 12" water main in the City at Van Laanen Road. The Town will bear all expenses in connecting to and extending lines from the existing water main at Van Laanen Road and all future points of connection described above. Additional connections may be constructed if it is in the best interests of sound engineering principles for water supply and distribution and with the approval of the Green Bay Water Utility and the approval of the Town of Scott. The Town and/or the appropriate sanitary district will be responsible for billing all customers within the

STATE OF WISCONSIN  
RECEIVED & FILED

OCT 16 2003

DOUGLAS LA FOLLETTE  
SECRETARY OF STATE

Town of Scott and will be responsible for all future maintenance and repairs for the connection and extensions of the water lines within the Town.

Town agrees to provide at no cost any and all easements in the Town owned land or right-of-ways that may necessary for the construction of waterlines and for a water tower as may be deemed necessary in the future.

If the Town requires water service at any given location sooner than is planned by the City, the Town may extend the services at their own cost initially. The City will reimburse those costs, including bonding costs, within 7 years so long as the Town follows the following procedures:

- a. The Town provides in writing to the City a request for construction of water lines with a proposed time for construction.
  - b. The Green Bay Water Authority shall have 60 days to respond to the request to decide whether it can proceed with construction of the lines requested in the time frame set forth by the Town.
  - c. If the City is unable to comply with the Town's request, the Town may proceed with construction so long as the Town complies with all competitive bidding laws that otherwise would be applicable if the City were to proceed with construction.
  - d. Construction must be done based upon plans and specifications supplied by the Green Bay Water Authority or their designated agent to ensure compatibility with other parts of the City's water distribution system.
  - e. Upon completion of the project, the Town shall submit to the City a detailed statement of the costs of construction along with copies of the competitive bids received for the project.
8. The City agrees to upgrade Sussex Road between Scottwood Road and Champeau Road with a 24 foot wide, 3" thick asphalt mat on 12" crushed aggregate base. The City will then deed one-half of the roadway to the Town of Scott. The City will bear the initial cost of improvements on the roadway, thereafter the City and Town will share equally the cost of repairs and maintenance to that portion of Sussex Road.
9. The parties agree to be bound by this agreement and its terms, unless otherwise stated, for a period of 30 years commencing upon adoption by all necessary municipal entities.
10. The City will connect Northview Road to the area of the existing Park & Ride lot located to the south of Hwy 54. This connection will be located in the 30-acre parcel located east of the existing Maloney Road. The connection shall be made concurrent with the City construction of the remainder of Northview Road and the connection shall be of the same standards as constructed by the City for the adjacent portions of Northview Road. The master plan shall reflect the connection of Northview Road and depict zoning of lands between the existing housing on Maloney Road and the future connection of Northview Road to be high-density residential or single-story general office development or other comparable use.

11. This agreement shall serve as a dismissal to all pending litigation between the City of Green Bay and the Town of Scott. Therefore, the parties will seek entry of this agreement as a

judgment in accordance with Wis. Stat. §66.0225. Pursuant to this agreement, the Town agrees to dismiss the pending incorporation and will not file any petition to incorporate any portion of its current boundaries for a period of 15 years. Thereafter, the remaining 15 years of this agreement, the Town may file for incorporation and the City may take steps to intervene in the action solely for purposes of providing information to the Department of Administration or similar reviewing agency. The City will not actively litigate any petition for incorporation or take any aggressively adversarial role in opposing the petition.

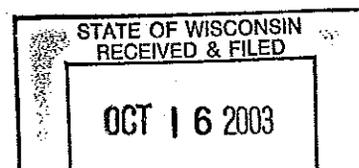
The Town will dismiss all pending cases challenging annexations by the City of Green Bay from the Town of Scott. To the extent that the terms of this agreement conflict with City of Green Bay Miscellaneous Ordinances 1-02, 2-02, 3-02, and 4-02, the terms of this agreement shall supersede the ordinances, including the effect that portions of land previously annexed by the above ordinances shall be returned to the Town of Scott. Both municipalities shall approve this agreement and adopt any ordinances necessary to achieve the purpose of this agreement including detachment of the lands as indicated in the attached Map A.

12. Upon written request from the Town of Scott, the City shall jointly file requests for amendments to the Brown County Service Area Plan for the area designated in the Joint Planning Area (Exhibit B). These amendments require approval of the Brown County Plan Commission but will be supported by both municipalities. The minimum acres requested by the town in any "swap" transaction shall be 20 acres and shall not exceed 100 acres. At any time, no more than 100 acres shall be allocated to the Town by the City in the form of the "swap" transactions. Any request by the Town for a "swap" shall require the Town to designate the acreage to an area within the Joint Planning Area. The Town shall be responsible for all filing or application fees required by the Brown County Plan Commission for the requested amendments. This provision shall apply for the shorter of the life of this agreement or until the Joint Planning Area is fully developed.

The Town and City shall seek an amendment to the Sewer Service Area Plan upon approval of this agreement for purposes of correcting current allocations of City and Town service area. The City will remove its allocation of sewer service area from areas detached to the Town of Scott. The Town will remove its allocation of sewer service area from areas detached to the City of Green Bay. The City shall provide sewer service area allocation to all lands detached from the Town to the City. The Town shall provide sewer service area allocation to all lands detached from the City to the Town. The Town and City will share equally any costs associated with initial amendment to the Sewer Service Area Plan.

13. The Town will secure any necessary contracts and/or amendments to contracts to ensure continued service of "Roadrunner" internet service and Time-Warner cable television service, or its equivalent service, to the area of Bay Settlement Road that currently receives such service through Time-Warner Cable via franchise agreement with the City of Green Bay. Franchise fees collected by Time-Warner for service of the Green Bay residents on Bay Settlement Road will be paid to the Town of Scott upon commencement of this agreement.

14. The City of Green Bay Fire and Rescue would continue to serve the 90 acres of City property detached to the Town and would serve all of the land detached from the Town to the



City. City police, fire and rescue will serve all calls on Highway 54/57 from the City's boundary with Humboldt through the intersection of Hwy 57 and Church Rd. and through the intersection of Hwy 54 and Craanen Rd. The New Franken Volunteer Fire Dept. would be dispatched with a tanker truck to all fire calls in the 1040 acre area that would be detached from the Town to the City. The New Franken Volunteer Fire Dept. would be required at the scene of a fire solely for purposes of providing the tanker service and would not be required for other firefighting duties.

In exchange for these services, the Town will pay to the City \$3,000 per year for 5 years beginning on January 1, 2004 for use of City services in the Bay Settlement Road area. All people in the detached lands requesting ambulance service from the City of Green Bay would continue to be billed in accordance with City policy for rescue services. The Town would also allow the City Fire Dept. to utilize the nearest fire hydrant or water tower in the Town for purposes of emergency water usage until such time as a closer fire hydrant is available in the newly attached City land. The Town will permit the City Fire Dept., at City expense, to attach the necessary fittings to the designated fire hydrant or water tower and shall be removed at City expense when the need for the hook up is eliminated.

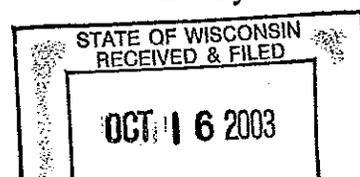
These terms shall run for five years and will be renewable until such time as there are fire and rescue services available in the detached areas reasonably equivalent to those currently provided by the City of Green Bay. Upon renewal, terms may be renegotiated based upon changes in services.

15. Each municipality will assume financial responsibility to maintain existing streetlights in the detached lands. Such lights will remain in service, all though from time to time, such lights may be relocated or changed upon the request of the residents or decision of governing body of the municipality.

16. Each municipality will continue to collect any outstanding assessments levied by the Town or the Town's Sanitary Districts or the City prior to January 1, 2003 and turn over amounts collected to the assessing municipality, unless otherwise provided by this Agreement. This includes assessments where partial payments have previously been made, but future payments are still due and owing.

17. Effective Date of Land Jurisdiction Changes: The detachment of the lands on Bay Settlement Road from the City of Green Bay shall become effective upon December 31, 2003. All other detachments contemplated by this agreement shall be effective upon court approval of this agreement. Year 2003 taxes shall be allocated on the basis of where lands were located as of January 1, 2003. Year 2004 taxes shall be allocated on the basis of where the lands were located as of January 1, 2004 and subsequent years shall follow accordingly. It is not the intent of the parties to have tax funds for years 2002 and 2003 transferred, prorated or otherwise reallocated between either the Town or the City.

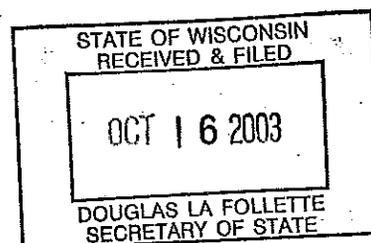
18. This agreement makes obsolete an Intergovernmental Agreement dated December 15, 1980 between the City, the Green Bay Water Commission and the Town of Scott Sanitary District No. 1 and the Amendment to the Intergovernmental Agreement dated June 2, 1987 with respect to all properties located on Bay Settlement Road that are now detached from the City to



the Town with the exception of parcels 22-95 and 22-91. These two parcels shall remain under the terms of said Intergovernmental Agreement and Amendment except that upon the City providing water to the Bay Settlement Road area of the Town of Scott under the terms of this agreement, parcel 22-95 and the existing customer on parcel 22-91 shall become customers of the Scott Sanitary District No. 1 for purposes of sewer and water. As provided in the Intergovernmental Agreement, the Sanitary District shall charge these customers no more than the Sanitary District charges any of its other customers.

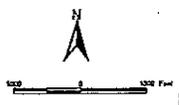
19. SEVERABILITY: In the event any of the provision(s) of this Agreement is/are deemed to be invalid or unenforceable, the same shall be severed from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by applicable law.

20. All current employees of the City of Green Bay that are currently residents of the City, but are made non-residents of the City by virtue of this agreement, shall be grand-fathered in with respect to any residency requirements of the City so long as the employee continues to reside at the same residence as they are as of the date of this agreement.

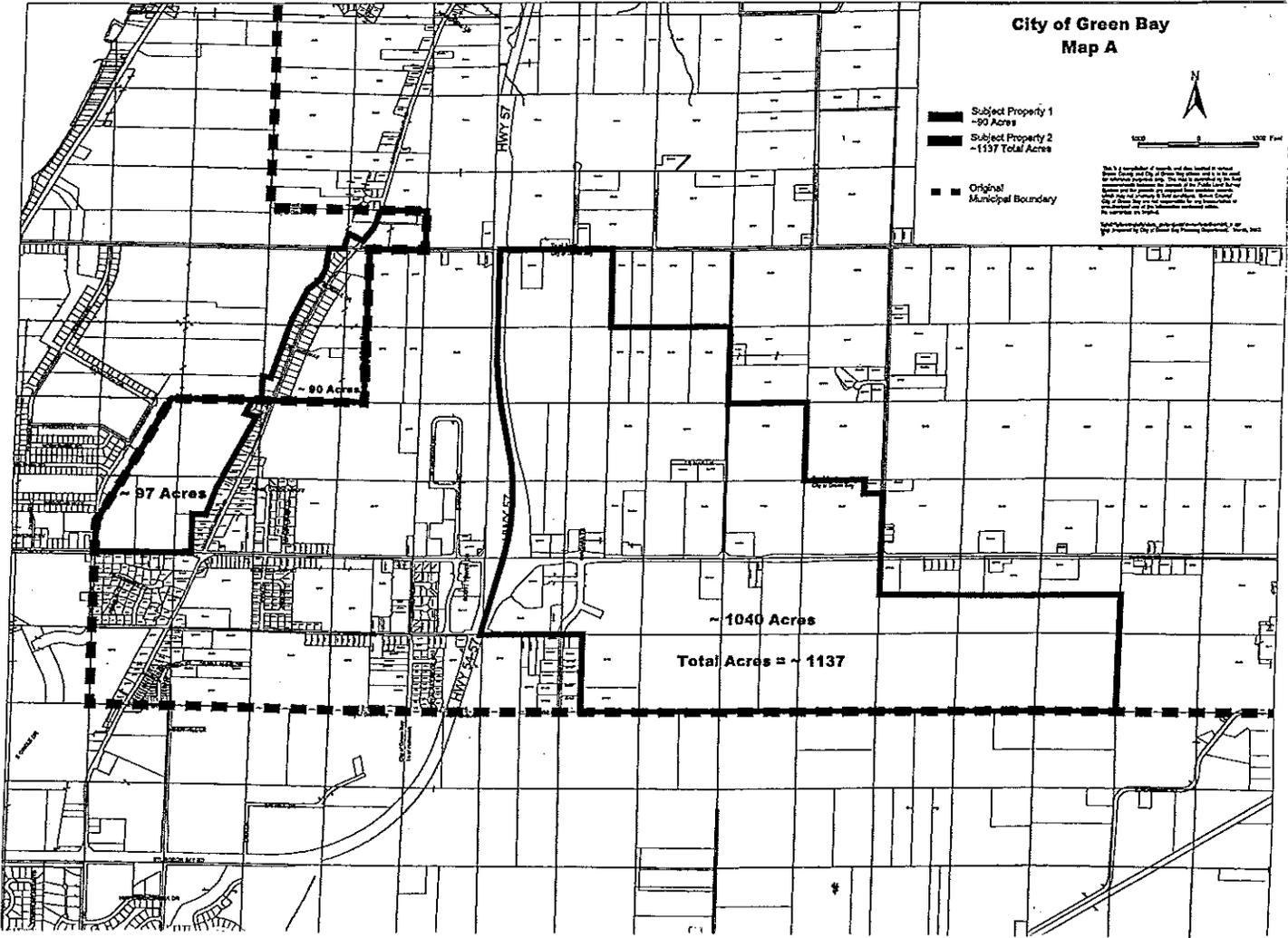


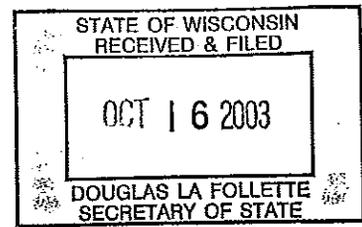
**City of Green Bay  
Map A**

-  Subject Property 1  
~90 Acres
-  Subject Property 2  
~1137 Total Acres
-  Original  
Municipal Boundary



This is a compilation of maps and has limited accuracy. It is not intended to be used for legal purposes. The City of Green Bay Planning Department is not responsible for any errors or omissions. For more information, please contact the City of Green Bay Planning Department, 1000 W. Wisconsin Ave., Green Bay, WI 54903.





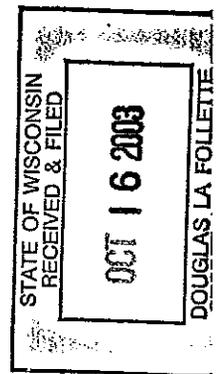
**FINAL BOUNDARY AGREEMENT DESCRIPTIONS**

**DESCRIPTION OF PORTION OF TOWN OF SCOTT TO CITY OF GREEN BAY  
(AREA EAST OF S.T.H. 54- 57 INTERCHANGE)**

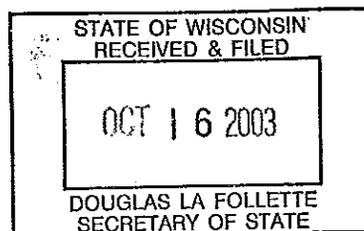
That part of the northeast  $\frac{1}{4}$  - southwest  $\frac{1}{4}$ , part of the northwest  $\frac{1}{4}$  - southeast  $\frac{1}{4}$ , part of the southeast  $\frac{1}{4}$  - southwest  $\frac{1}{4}$ , part of the southwest  $\frac{1}{4}$  - southeast  $\frac{1}{4}$ , part of the southeast  $\frac{1}{4}$  - southeast  $\frac{1}{4}$ , Section 18, Township 24 North, Range 22 East; ALSO that part of the northeast  $\frac{1}{4}$  - northwest  $\frac{1}{4}$ , part of the northwest  $\frac{1}{4}$  - northeast  $\frac{1}{4}$ , part of the northeast  $\frac{1}{4}$  - northeast  $\frac{1}{4}$ , part of the southeast  $\frac{1}{4}$  - northwest  $\frac{1}{4}$ , part of the southwest  $\frac{1}{4}$  - northeast  $\frac{1}{4}$ , part of the southeast  $\frac{1}{4}$  - northeast  $\frac{1}{4}$ , part of the northwest  $\frac{1}{4}$  - southwest  $\frac{1}{4}$ , part of the northeast  $\frac{1}{4}$  - southwest  $\frac{1}{4}$ , part of the northwest  $\frac{1}{4}$  - southeast  $\frac{1}{4}$ , part of the northeast  $\frac{1}{4}$  - southeast  $\frac{1}{4}$ , part of the southwest  $\frac{1}{4}$  - southeast  $\frac{1}{4}$ , part of the southeast  $\frac{1}{4}$  - southeast  $\frac{1}{4}$ , Section 19, Township 24 North, Range 22 East; ALSO that part of the northwest  $\frac{1}{4}$  - northwest  $\frac{1}{4}$ , part of the southwest  $\frac{1}{4}$  - northwest  $\frac{1}{4}$ , part of the southeast  $\frac{1}{4}$  - northwest  $\frac{1}{4}$ , part of the northwest  $\frac{1}{4}$  - southwest  $\frac{1}{4}$ , part of the northeast  $\frac{1}{4}$  - southwest  $\frac{1}{4}$ , part of the northwest  $\frac{1}{4}$  - southeast  $\frac{1}{4}$ , part of the northeast  $\frac{1}{4}$  - southeast  $\frac{1}{4}$ , part of the southeast  $\frac{1}{4}$  - southwest  $\frac{1}{4}$ , part of the southwest  $\frac{1}{4}$  - southwest  $\frac{1}{4}$ , part of the southwest  $\frac{1}{4}$  - southeast  $\frac{1}{4}$ , part of the southeast  $\frac{1}{4}$  - southeast  $\frac{1}{4}$ , Section 20, Township 24 North, Range 22 East; ALSO that part of the northwest  $\frac{1}{4}$  - southwest  $\frac{1}{4}$ , part of the southwest  $\frac{1}{4}$  - southwest  $\frac{1}{4}$ , Section 21, Township 24 North, Range 22 East; ALSO Brown County Certified Survey Map Number 1952 as recorded in Volume 8 of Certified Survey Maps Page 269 (Being part of said northeast  $\frac{1}{4}$  - southwest  $\frac{1}{4}$ , Section 19); ALSO Lot 1 of Brown County Certified Survey Map Number 2060 as recorded in Volume 9 of Certified Survey Maps Page 89 ( being part of said southwest  $\frac{1}{4}$  - northeast  $\frac{1}{4}$ , Section 19); ALSO Lots 1 and 2 of Brown County Certified Survey Map Number 5581 as recorded in Volume 36 of Certified Survey Maps Page 342 (being part of said northeast  $\frac{1}{4}$ - northeast  $\frac{1}{4}$ , Section 19); ALSO Lots 1 and 2 of Brown County Certified Survey Map Number 5810 as recorded in Volume 38 of Certified Survey Maps Page 129 (being part of said southwest  $\frac{1}{4}$ - northeast  $\frac{1}{4}$ , Section 19); all located in the Town of Scott, Brown County, Wisconsin more particularly described as follows:

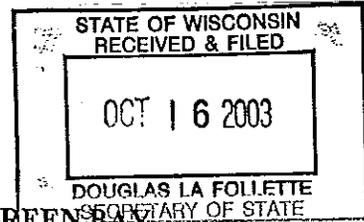
Beginning at the southeast corner of said Section 18, Township 24 North, Range 22 East; thence N00°-07'-31" E, 1329.01 feet along the east line of said Section 18 to the northeast corner of said

southeast ¼ - southeast ¼, Section 18; thence S89°-55'-14" W, 1979.48 feet along the north line of said southeast ¼ - southeast ¼, and southwest ¼ - southeast ¼, Section 18, to the southeast corner of the west ½ of the northwest ¼ - southeast ¼, Section 18; thence N00°-13'-07" W, 1325.15 feet along the east line of said west ½ of the northwest ¼ - southeast ¼ to the northeast corner of said west ½; thence S89°-48'-33" W, 1853.04 feet along the east-west ¼ line of said Section 18 to a point on the northbound construction reference line of State Trunk Highway 57 as portrayed on the Wisconsin Department of Transportation Plat of Right-of-Way for State Trunk Highways 54 and 57 Interchange Project Number 1480-04-21 dated February 21, 1997 and revised on April 28, 1998; thence S00°-04'-37" W, 1610.02 feet along said reference line; thence continuing along said reference line along the arc of a 5741.46 foot radius curve to the left 1133.34 feet, said curve having a chord which bears S05°-34'-41" E, 1131.50 feet; thence continuing along said reference line S11°-13'-59" E, 681.68 feet; thence continuing along said reference line along the arc of a 4297.18 foot radius curve to the right 2135.79 feet, said curve having a chord which bears S03°-00'-20" W, 2113.88 feet; thence continuing along said reference line S17°-14'-39" W, 1147.96 feet to a point on the south line of said northwest ¼ - southwest ¼, Section 19; thence S89°-50'-32" E, 1385.92 feet along the south line of said northwest ¼ - southwest ¼ and northeast ¼ - southwest ¼ to the southeast corner of said northeast ¼ - southwest ¼; thence S89°-57'-04" E, 353.00 feet along the north line of the southwest ¼ - southeast ¼, Section 19 to a point on a line lying 353.00 feet easterly of and parallel with the east line of said southwest ¼ - southeast ¼; thence S00°-22'-39" W, 1324.85 feet along said parallel line to a point on the south line of said Section 19; thence S89°-59'-13" E, 2302.69 feet along said south line of Section 19 to the southeast corner of said Section 19; thence N89°-24'-47" E, 2620.12 feet along the south line of said Section 20 to the south ¼ corner of said Section 20; thence continuing along said south line N89°-27'-19" E, 2625.24 feet to the southeast corner of said Section 20; thence S89°-17'-54" E, 1339.86 feet along the south line of said southwest ¼ - southwest ¼, Section 21 to the southeast corner of said southwest ¼ - southwest ¼; thence N00°-48'-10" E, 2002.49 feet along the east line of said southwest ¼ - southwest ¼ and northwest ¼ - southwest ¼, Section 21, to the northeast corner of the south ½ of said northwest ¼ - southwest ¼; thence N89°-22'-50" W, 1332.26 feet along the north line of said south ½ of the northwest ¼ - southwest ¼ to the northwest corner of said south ½ of the northwest ¼ - southwest ¼; thence S89°-16'-39" W, 1322.42 feet along the north line of the



south  $\frac{1}{2}$  of the northeast  $\frac{1}{4}$  - southeast  $\frac{1}{4}$ , said Section 20 to the northwest corner of said south  $\frac{1}{2}$  of the northeast  $\frac{1}{4}$  - southeast  $\frac{1}{4}$ ; thence S89°-50'-51" W, 989.69 feet to the southeast corner of Brown County Document Number 983077 as recorded in Jacket 5591 Image 31; thence S88°-58'-34" W, 332.62 feet along the south line of said Document Number 983077 to the southwest corner of said Document Number 983077 (being a point on the north - south  $\frac{1}{4}$  line of said Section 20); thence N00°-27'-50" E, 1743.30 feet along said north - south  $\frac{1}{4}$  line to the southeast corner of Lot 1 of Brown County Certified Survey Map Number 5442 as recorded in Volume 35 of Certified Survey Maps page 335; thence S89°-13'-02" W, 310.07 feet along the south line of said Lot 1 to the southwest corner of said Lot 1; thence N00°-27'-50" E, 237.60 feet along the west line of said Lot 1 to the northwest corner of said Lot 1; thence S89°-13'-02" W, 1011.98 feet along the north line of the southeast  $\frac{1}{4}$  - northwest  $\frac{1}{4}$ , Section 20 to the northwest corner of said southeast  $\frac{1}{4}$  - northwest  $\frac{1}{4}$ ; thence N00°-19'-03" E, 1324.90 feet along the east line of the northwest  $\frac{1}{4}$  - northwest  $\frac{1}{4}$  said Section 20 to the northeast corner of said northwest  $\frac{1}{4}$  - northwest  $\frac{1}{4}$ ; thence S89°-12'-56" W, 1325.43 feet along the north line of said northwest  $\frac{1}{4}$  - northwest  $\frac{1}{4}$  to the point of beginning.



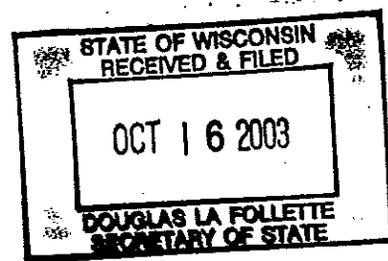


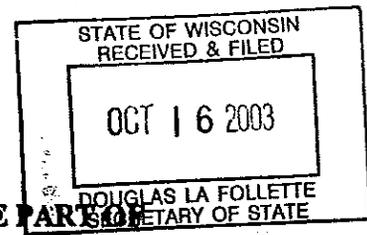
**DESCRIPTION OF PORTION OF TOWN OF SCOTT TO CITY OF GREEN BAY  
(VANDER KELEN PROPERTY)**

Part of the Northeast Quarter of the Northwest Quarter (NE ¼ - NW ¼ ) and part of the Southeast Quarter of the Northwest ¼ (SE ¼ - NW ¼ ), and part of the Southwest Quarter of the Northwest ¼ (SW ¼ - NW ¼ ), and part of the Northwest ¼ Quarter of the Northwest ¼ (NW ¼ - NW ¼ ), Section Twenty-four (24), Township Twenty-four North (T24N), Range Twenty-one East (R21E) in the Town of Scott, Brown County, Wisconsin, more fully described as follows:

Commencing at the North Quarter (N ¼) Corner of said Section 24, T24N-R21E; thence North 88°-50'-38" West 150.00 feet along the north line of the Northwest ¼ of said Section 24, to the point of beginning; thence South 26°-16'-37" West, 255.70 feet along the westerly line of Volume 11, Certified Survey Maps, page 347, Brown County Records Certified Survey Map Number 2473; thence South 70°-56'-44" East, 189.31 feet along the south line of said Certified Survey Map Number 2473; thence South 28°-00'-46" West, 439.06 feet along the easterly line of the property described in Volume 289 Deeds, page 560, Brown County Document Number 395875 also being the westerly line of land described in Jacket 1636, Image 21 ; Volume 300 Deeds, page 564 Brown County Document Number 428985 and Volume 311 Deeds, page 186 Brown County Document Number 464475, all Brown County Records; thence South 28°-10'-02" West, 587.34 feet along said easterly line also being the westerly line of Volume 288 Deeds, page 459 Brown County Document Number 392201, Brown County Records; thence South 22°-58'-55" West, 347.20 feet along said easterly line, also being the westerly line of Volume 288 Deeds, page 243, Brown County Document Number 390930 Brown County Records; thence North 83°-11'-00" West, 14.00 feet along said easterly line, also being the northerly line of Volume 1184 Records, page 425, Brown County Records; thence South 19°-14'-20" West, 482.00 feet along said easterly line, also being the westerly line of said Volume 1184 Records, page 425; thence North 88°-50'-25" West, 231.19 feet along the south line of said Volume 289 Deeds, page 560, also being the north line of Jacket 1560, Image 43, and Volume 873 Records, page 460, Brown County Document Number 703078 all Brown County Records to the northwest corner of said Jacket 1560, Image 43; thence South 00°-34'-54" West, 649.24 feet along the west line of said Jacket 1560, Image 43 also being the west line of

Brown County Certified Survey Map Number 3030 as recorded in Volume 15, page 373 and the extension thereof to a point on the centerline of County Trunk Highway I (C.T.H. I) also known as Algoma Road; thence North  $89^{\circ}-13'-44''$  West, 1610.35 feet along said centerline of C.T.H. I to the west  $\frac{1}{4}$  corner of said Section 24; thence North  $00^{\circ}-28'-15''$  East, 501.54 feet along the west line of said Section 24 to the southerly corner of Brown County Document Number 1380786; thence North  $29^{\circ}-51'-33''$  East, 2440.74 feet along the easterly line of said Document Number 1380786 to the northeast corner of said Document Number 1380786 also being a point on the north line of said Section 24; thence South  $88^{\circ}-54'-22''$  East, 1354.91 feet along said north line of Section 24 to the point of beginning.



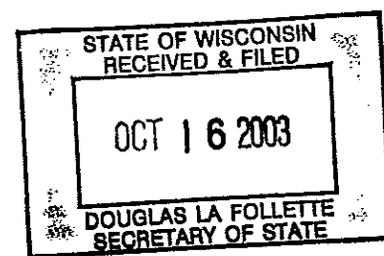


**DESCRIPTION OF PORTION OF CITY OF GREEN BAY TO BECOME PARKSON  
TOWN OF SCOTT**

That part of the northeast ¼ - southeast ¼, part of the southeast ¼ - southeast ¼, part of the southwest ¼ - southeast ¼, part of the northwest ¼ - southeast ¼, part of the southwest ¼ - northeast ¼, and part of the southeast ¼ - northeast ¼, Section 13, Township 24 North, Range 21 East; also all of Denis Farm Plat, a recorded subdivision, all of Dutch View Estates, a subdivision, all of Waterview Estates, a subdivision; also Lot 1 and Outlot 1 of Brown County Certified Survey Map Number 2018 as recorded in Volume 8 of Certified Survey Maps page 423; also all of Lots 1 and 2 of Brown County Certified Survey Map Number 2137 as recorded in Volume 9 of Certified Survey Maps page 281; also all of Lots 1, 2, 3, and 4 of Brown County Certified Survey Map Number 2629 as recorded in Volume 12 of Certified Survey Maps page 331; also all of Lot 2 of Brown County Certified Survey Map Number 2684 as recorded in Volume 13 of Certified Survey Maps page 117; also all of Lots 1, 2, and 3 of Brown County Certified Survey Map Number 5083 as recorded in Volume 33 of Certified Survey Maps page 91; all located in the City of Green Bay, Brown County, Wisconsin more fully described as follows:

Beginning at the east ¼ corner of said Section 13, Township 24 North, Range 21 East; thence N88°-53'-03" W, 935.20 feet along the east-west ¼ line of said Section 13 to the intersection with the east line of the west 11.5 acres of said northeast ¼ - southeast ¼, Section 13; thence S00°-46'-27" W, 2641.65 feet along the east line of the west 11.5 acres of said northeast ¼ - southeast ¼ and southeast ¼ - southeast ¼, Section 13 to a point on the south line of said Section 13; thence N88°-39'-16" W, 1702.42 feet along said south line of Section 13 to the southwest corner of said southwest ¼ - southeast ¼, Section 13; thence N01°-02'-23" E, 420.30 feet along the west line of said southwest ¼ - southeast ¼ to the northwest corner of the parcel described in Brown County Document Number 680860 as recorded in Volume 822 of Records page 131; thence S81°-51'-49" E, 128.42 feet along the north line of said Document Number 680860 to a point on the southerly extension of the west line of said Waterview Estates; thence N18°-05'-24" E, 637.05 feet along said west line of Waterview Estates and the extension thereof to the northwest corner of said Waterview Estates (also being the southwest corner of Dutch View

Estates); thence N18°-05'-20" E, 425.99 feet along the west line of said Dutch View Estates to the northwest corner of Lot 3, said Dutch View Estates; thence N26°-45'-27" E, 573.71 feet along the west line of Lots 1 and 2 said Dutch View Estates and the west line of Lot 2 of said Certified Survey Map Number 2684 and the west line of Lots 1, 2, and 3 of said Certified Survey Map Number 5083; thence N48°-19'-18" E, 271.43 feet continuing along said west line of Lot 1 of said Certified Survey Map 5083 and the west line of Outlot 1 and Lot 1 of Certified Survey Map Number 2018 to the northwest corner of said Lot 1, Certified Survey Map Number 2018; thence N27°-17'-43" E, 139.27 feet along the west line of Brown County Document Number 1306991 as recorded in Jacket 19196 Image 25 to the southwest corner of Lot 2 of said Certified Survey Map Number 2137; thence N10°-02'-21" E, 391.59 feet along the west line of said Lots 1 and 2 of Certified Survey Map Number 2137 and the west line of Lot 4 of Certified Survey Map Number 2629 and the northerly extension thereof to a point on the east-west ¼ line of said Section 13; thence S88°-53'-03"E, 236.99 feet along said east-west ¼ line, said Section 13 to a point on the southerly extension of the west line of Brown County Document Number 118212 as recorded in Volume 53 of Deeds, page 55; thence N18°-01'-07"E, 262.68 feet along said west line of Document Number 118212 to the northwest corner of said Document Number 118212; thence S63°-46'-12"E, 272.51 feet along the north line of said Document Number 118212 and the easterly extension thereof to a point on the centerline of Bay Settlement Road; thence N40°-18'-11"E, 134.88 feet along said centerline of Bay Settlement Road; thence continuing along said centerline along the arc of a 767.36 foot radius curve to the left, 351.16 feet, said curve having a chord which bears N27°-33'-49"E, 348.11 feet; thence continuing along said centerline N14°-27'-15"E, 111.39 feet to a point on the north line of the south ½ of said southeast ¼ - northeast ¼, Section 13; thence S88°-40'-32" E, 788.15 feet along the north line of the south ½ of the southeast ¼ - northeast ¼ to a point on the east line of said southeast ¼ - northeast ¼; thence S01°-02'-20" W, 657.41 feet along said east line of said southeast ¼ - northeast ¼ to the point of beginning.



## Exhibit C – Joint Plan Commission and Plan

The Master Plan for the Joint Planning Area will include, but not be limited to, the following items:

### **Overall Vision**

The plan will include an overall vision for the Joint Planning Area. This will be the general guide that will describe the 'look and feel' of the area, with the intention that future land uses are determined by the 'best-use' of the land. All landowners within the Joint Planning Area will be treated equally, regardless of the municipality in which their land is located.

### **Transportation**

Planning and conceptual designing of a future road network that will compliment and improve the existing road system, allowing mobility for both truck, vehicular, and pedestrian traffic. New roads will be designed to fit into and compliment the larger regional needs of the area. This will include but not be limited to existing roads in the Town of Humboldt, any County Highway Plans, and STH 54 & 57. Planning for a sidewalk/trail system that can be used by both pedestrians and bicycles, as applicable, will also be considered. A local/regional mass transit system will be considered. Within the planning area all roads, streets, or highways will be designed to the same standards, regardless of municipal location. Design standards will be based on functional class, location and adjacent land uses.

### **Stormwater Management**

The Master Plan may include a detailed stormwater management plan that may consider existing and future stormwater management needs will be based on the following criteria:

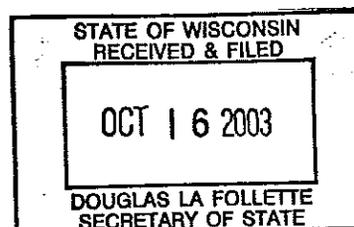
1. The larger 'watershed' of the area in order to appropriately address the needs within the planning area.
2. Management recommendations will address both quantity and quality of all stormwater and will be developed with measurable criteria.
3. Management will be based on both the on-site as well as the regional management within the planning area, as applicable.

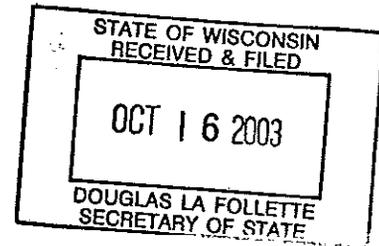
### **Natural Resources**

The plan shall identify the scenic, natural, cultural and historic resources within the joint planning area. This will include such things as streams and waterways, wetlands, environmentally sensitive areas, historic places and structures, woodlands, and scenic vistas, etc. The plan will also recommend areas needing preservation and/or restoration. The stormwater management and natural resources sections will be closely related and complimentary to each other.

### **Municipal Water**

The Master plan may include a Municipal Water System Plan that would generally identify the location, size, and capacity of existing water systems in and around the joint planning area with recommendations for the extension of the water system.





### Sanitary Sewer System

The Master Plan may include a sanitary sewer system plan that will generally identify the location, size, and capacity of existing sewer systems in and around the joint planning area and recommendations for the extension of the sanitary system. Recommendations of the Master Plan may require an additional, detailed 'Sanitary Sewer System Plan.'

### Land Use

All of the lands within the joint planning area will be mapped with both current and future land use designations and zoning. Future zoning criteria and standards will be recommended along with recommendations for growth. Design standards and restrictive covenants will be recommended, which will include, but not be limited to, such things as:

1. Commercial and Industrial building design standards.
2. Landscaping standards.
3. Development densities.
4. Street design standards including road widths and type of construction.

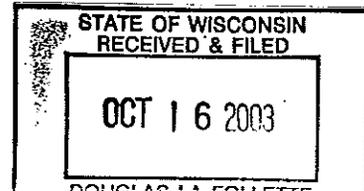
### Managing the Plan

A joint planning committee (JPC) should be established that would be responsible for the Plan and for reviewing proposals in the joint planning area.

**Appointments:** The Committee should consist of 3 members appointed by the Mayor/Chairperson of each municipality with confirmation by each municipality's respective council/board. The members shall not be elected officials from the municipality they represent. One of the three appointees shall be a member of the municipality's Plan Commission. Each member must meet the appointment qualifications set forth in Wis. Stat. §62.23(7a)(c). Each appointment shall be for a 3 year period, except for initial appointments shall be of staggered terms, with each municipality appointing one member for one year, one member for 2 years and one member for three years. All initial appointments to the commission shall be made by June 1, 2003. If the plan commission representative that also serves on the JPC should resign or terminate his or her position of the municipality's plan commission, the member must also terminate his or her position on the JPC.

**Duties of the JPC:** The Master Plan shall be reviewed annually and amended, as necessary. Amendments may be made to the Master Plan upon approval of the majority (4) of the 6 members of the joint plan commission. Votes that result in a tie shall preserve the status quo and no amendment shall be made until at least 4 votes are cast in favor of the amendment.

The Joint Plan Commission shall meet on a monthly basis with at least a quorum of 4 members, unless no new or old business exists for the meeting. Notice of meetings shall comply with Wis. Stat. §62.23(7a)(a) class 1 notice requirements. The Joint Plan Commission shall establish fees for review of site plans and applications for amendments to the Master Plan. Such fees may be amended from time to time by the Joint Plan Commission based upon the administrative costs of processing the applications. All fees



shall be applied to the administrative costs of operating the JPC. The JPC shall create an administrative Development Review Team (DRT), including representatives from each municipality such as clerks, planners or engineers. The DRT shall administratively review and approve plans for compliance with the joint master plan and design criteria prior to the issuance of any permits by state or local authorities. The DRT shall report a summary of all approved site plans to the JPC on a monthly basis. The JPC may establish any other rules or policies it deems necessary for the efficient and effective operation and enforcement of the JPC and the master plan.

**Enforcement:** Each municipality shall be responsible within its own municipal boundaries for issuance of permits and enforcement of all regulations set forth in the master plan. \*\*\* No permit shall be issued unless the plans as submitted by the developer as in accordance with the master plan and all applicable local and state regulations. The Town Clerk or his/her designee and the City Building Superintendent or his/her designee are authorized to issue citations for failure to comply with the regulations of the master plan or other measures of enforcement as permitted under Wis. Stat. §62.23(8) and (9).

**Administration:** All administrative costs for operation of the Joint Plan Commission shall be shared equally by the municipality. The Joint Plan Commission shall exist until the expiration of this agreement (30 years from the date of adoption). The JPC shall nominate and elect a Chairperson, Vice Chairperson and Recording Secretary. All appointed officials of the JPC shall be voting members. The Chairperson shall conduct the meetings of the JPC and the Vice Chairperson shall conduct the meetings in the absence of the Chairperson. All rules of the Robert's Rules of Order shall apply.

\*\*\* The adoption of this agreement shall not alter existing Town zoning nor limit or impair the Town's authority to control and administer said zoning. When applicable, for the purpose of the issuance of the Town's use or building permits, the Town's zoning ordinance classifications shall be deemed to be equivalent to and consistent with the master plan map (Exhibit "D") as follows.

#### **Residential**

Residential uses throughout the joint planning area will include such things as: single family, duplex, and multi-family uses, ranging from low to high-density developments. Subdivisions can be developed with standard development methods, conservation subdivisions or 'neo-traditional' styles.

#### **Commercial**

Areas designated as commercial can include uses commonly referred to as retail: including, but not limited to, general business, community business, highway commercial uses, and 'big-box' retail. Commercial uses also includes professional offices.

#### **Business Park**

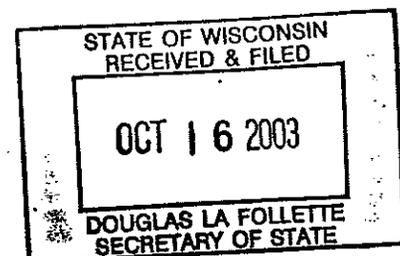
These areas will include all of the uses allowed in the commercial areas as well as 'heavier' uses commonly associated with light industrial uses. Building style, site plan amenities, and restrictions on specific uses will be developed through the use of design standards and restrictive covenants, similar in content to the I-43 Business Center.

**Mixed Use**

Mixed Uses can include residential, commercial, and governmental functions. This designation is intended to encourage a conglomeration of uses that will result in a 'village-style' development, resulting in a local, autonomous community, where goods and services are available to the local residents within walking distance.

**Environmentally Sensitive Areas (ESA)**

ESA's are designated along stream corridors, natural areas and wetlands. Preservation of these ESA's is largely required by the DNR and Brown County. The preservation, and when necessary, the restoration of these areas will be important in order to minimize environmental impacts throughout the area as well as providing adjacent areas for stormwater management for future development. These lands may be privately held or in public ownership. These areas may be located within portions of any of the above headings or could be specifically designated as 'conservancy'.

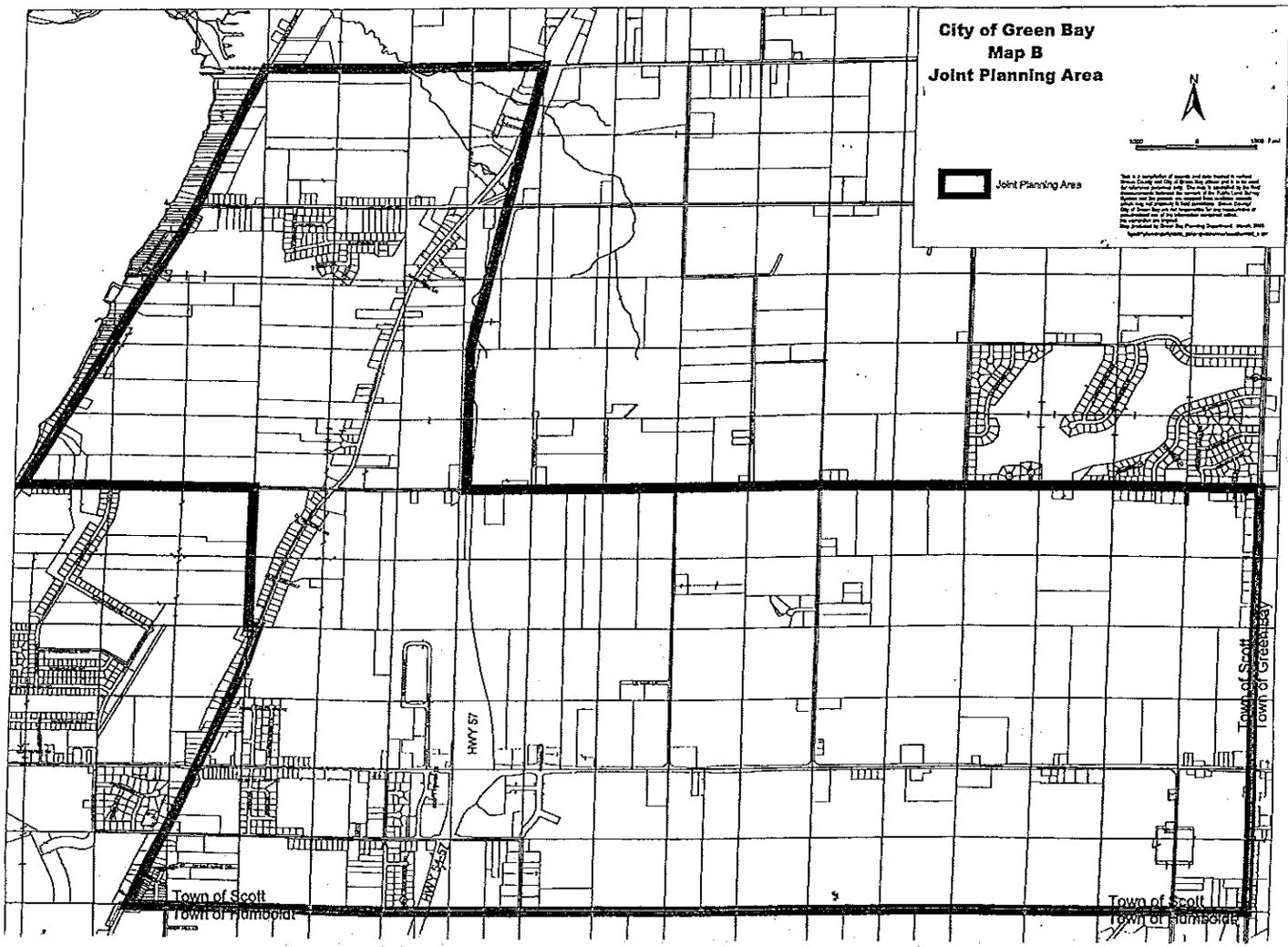


**City of Green Bay  
Map B  
Joint Planning Area**



 Joint Planning Area

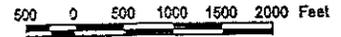
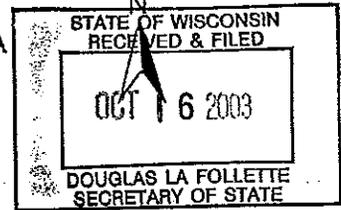
This is a compilation of maps and data based on aerial photography and other sources. The City of Green Bay is not responsible for any errors or omissions. The City of Green Bay Planning Department, March 2005.



# City of Green Bay/Town of Scott

## JOINT PLANNING AREA

### EXHIBIT D



Joint Planning Area

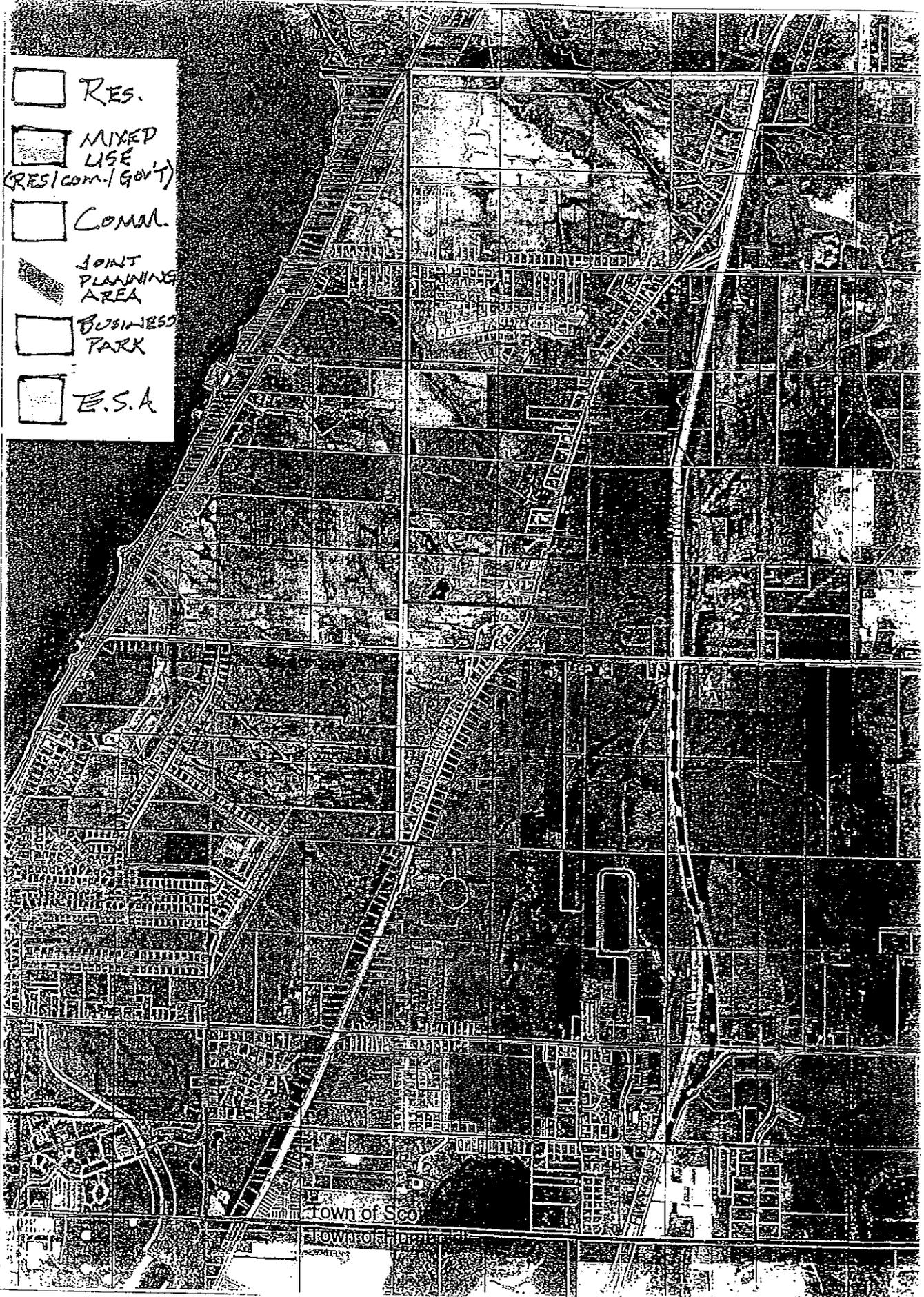
This is a correlation of records and data located in various Brown County and City of Green Bay offices and is to be used for reference purposes only. The map is controlled by the field measurements between the corners of the Public Land Survey System and the parcels are mapped from available records which may not precisely fit field conditions. Brown County/ City of Green Bay are not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.

Map produced by Green Bay Planning Department, December, 2002.

g:\g07\planning\city\data\_ga\project\annex\scott\exhibit\_a.tif



-  RES.
-  MIXED USE  
(RES/COM./GOV'T)
-  COMM.
-  JOINT PLANNING AREA
-  BUSINESS PARK
-  E.S.A.



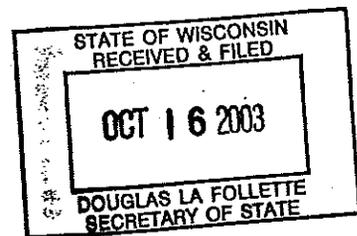
**EXHIBIT E**

**NEW FRANKEN SANITARY DISTRICT  
BROWN COUNTY, WISCONSIN**

**ENGINEERING REPORT ON SPECIAL  
ASSESSMENTS FOR WASTEWATER FACILITIES**

**NOVEMBER 21, 1997**

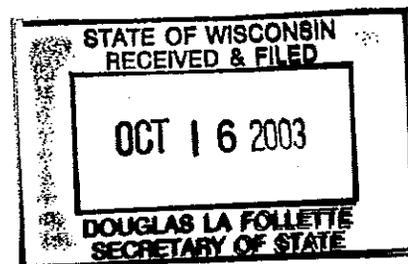
**REVISED ON DECEMBER 9, 1997**

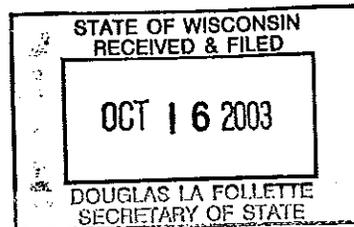


**Robert E. Lee & Associates, Inc.**  
Engineering • Surveying • Laboratory Services  
2825 South Webster Avenue, Post Office Box 2100  
Green Bay, WI 54306 (414) 336-6338

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ASSESSMENT RATES AND SCHEDULE .....	5
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PROJECT SCHEDULE.....	5
APPENDIX A — RESIDENTIAL EQUIVALENT UNIT DETERMINATION	
APPENDIX B — SPECIAL ASSESSMENTS	





## ASSESSMENT AREA AND PROJECT SCOPE

The project involves the construction of four lift stations and a sanitary sewer collection system to provide properties within the New Franken Sanitary District wastewater disposal services. The wastewater will be conveyed to a lift station near the intersection of Craanen Road and STH '54'. From there, the wastewater will be pumped through the Royal Scot forcemain and flow by gravity to the Green Bay Metropolitan Sewerage District (GBMSD) for treatment. The wastewater collection system is shown on the engineering drawings and specifications that are part of this report. The assessment area includes all properties within the New Franken Sanitary District shown below.

- A. STH '54': Hemlock Road to approximately 2,000' east of CTH 'T'.
- B. CTH 'T': STH '54' to approximately 5,090' northerly and STH '54' to approximately 4,370' southerly.
- C. Roberts Court: CTH 'T' to approximately 500' easterly.
- D. St. Killians Road: STH '54' to the Fox Valley and Western Railroad.
- E. Ronsman Road: CTH 'T' to approximately 4,100' southwesterly.
- F. Easement: Junction of St. Killians Road and Railroad Easement to Ronsman Road.
- G. Fox Valley and Western Railroad Easement: CTH 'T' to St. Killians Road.
- H. Craanen Road: STH '54' to approximately 500' northerly.

## ESTIMATED PROJECT COST

The total capital cost of the project including planning, design, construction engineering services, legal fees, capitalized interest, construction and contingencies is estimated to total \$1,928,111. It is anticipated that the District will receive a loan through a private lending institution at an interest rate of 4.5 percent.

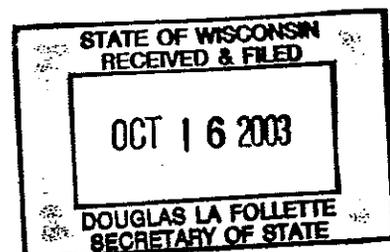
Single and multi-family homes, apartment units, schools, churches, public buildings, commercial and industrial buildings served by the sewer system will be assessed for a share of the local costs. Vacant lots where laterals are not installed will not be assessed any costs. Future connection charges will be used to offset operation, maintenance and replacement costs, and future capital expenditures. These future connection charges will be equal to the initial assessment charge increased by 1.0 percent per year from 1997. Existing owners of all vacant lots where laterals are installed shall not be assessed, however, the owner will be responsible for the cost of the lateral.

## DEVELOPMENT OF RESIDENTIAL EQUIVALENT UNITS (REU)

All existing single family homes and apartment units are assigned a value of a single equivalent residential unit (REU). For the purposes of assessments, an REU shall represent the equivalent of a single family residence benefit of the proposed wastewater facilities. No affected property owner shall be assessed less than a single REU and all properties which receive a value of more than 1.0 REU will be rounded up to the nearest 0.5 REU.

For some buildings, the benefit derived from the wastewater facilities is greater than the minimum assessment of a single REU. The following REU values were established by the District as being reasonable when compared to a single family residence with an REU value of 1.0. These values have been established for existing buildings and do not necessarily apply to new buildings added to the system that may receive more or less benefit due to their use or size. A breakdown of how the REU's were determined, and Table 12 from the DILHR Wisconsin Administrative Code which was used as a guide are included in Appendix A.

- 1.0 Single family residences (all buildings except those listed below)
- 2.0 Two family residences (building #'s 40, 76, 77, 84, 99, & 142)
- 3.0 Three family residences (building #71)
- 1.0 Small workshop with bathroom (building #23)
- 1.5 Single residence with small business inside building (building #43)
- 4.5 Small business and day care facility (building #49)
- 1.0 Small business or office, less than 15 employees (building #'s 61 & 75)
- 2.5 Service station/ convenience store (building #51)
- 2.0 Two businesses with two separate bathrooms (building #73)
- 2.0 Tavern with attached residence (no restaurant), (building #78)
- 4.0 Restaurant with attached residence (building #86)
- 2.0 New Franken Fire Department (building #94)
- 2.0 St. Killian Church (building #106)
- 2.0 Brown County Highway Department Garage (building #127)



The local share of project costs will be paid through REU special assessments and user fees. The method of determining future REU connection charges will be the same as that used for determining these initial assessments.

## ASSESSMENT RATES AND SCHEDULE

The assessment rate as determined by the New Franken Sanitary District is \$6,000 per REU. The owners may pay for the assessment in full within 30 days of invoice or elect to pay in installments over 20 years. Each annual installment shall equal 5 percent of the principle and interest on the unpaid balance. The interest shall be at one percent (1%) over the District's borrowing rate, as provided for by Section 66.54 of the Wisconsin Statutes.

All assessments will become due August 1, 1998. The District shall retain the option to reduce assessments without a public hearing. Any increase in the above assessment amounts will require a public hearing in accordance with Section 66.60 Wisconsin Statutes.

Property owners will benefit from the improvements by the amount shown in the assessment schedule. No damages to properties are anticipated. The assessment schedule is included in Appendix B of this engineering report.

## FINAL PLANS AND SPECIFICATIONS

Final plans and specifications for wastewater facilities, Contract 2038-97-01, are included by reference as part of the final special assessment report. These plans and specifications are dated November, 1997, and bear the seal of Wisconsin Registered Professional Engineers John J. Cretens and Richard S. Swiontek. The plans and specifications were submitted for approval by the WDNR on July 27, 1997.

## PROJECT SCHEDULE

The tentative project schedule provides for commencement of construction on or about January 1998, and completion of construction by October 15, 1998.

Respectfully submitted,

ROBERT E. LEE & ASSOCIATES, INC.

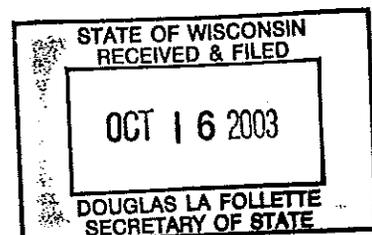


William R. Racine  
Project Engineer

WRR/RSS/cat  
JN2038-001/assess.doc



Richard S. Swiontek, P.E.  
Project Manager

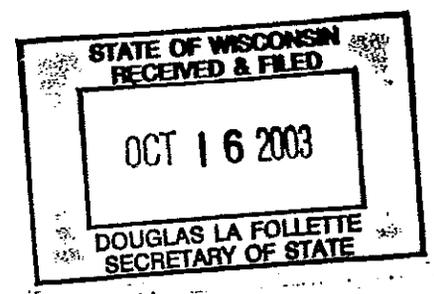


# A

## APPENDIX A

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NEW FRANKEN SANITARY DISTRICT  
RESIDENTIAL EQUIVALENT UNIT DETERMINATION



## NEW FRANKEN REU DETERMINATION

Single Family Residences (Based on 300 gpd average)	1.0 REU
Two Family Residences	2.0 REU
Three Family Residences	3.0 REU
Building #23 — Small Workshop w/Bathroom (<300 gpd)	1.0 REU
Building #43 — Residence (1.0 REU) + Internal Small Business. Round up to next 0.5 REU	1.5 REU
Building #49 — Small business with less than 15 employees (1.0 REU) + day care facility with 42 children (3.5 REU)	4.5 REU
Building #'s 61 and 75 — Small Business or Office with less than 15 employees (15 people x 20 gal/day = 300)	1.0 REU
Building #51 — Gas Station Estimated (7.5 cars/hr. x 10 hrs. x 10 gal/car) = (750 gallons/day/300 = 2.5)	2.5 REU
Building #73 — 2 Separate Businesses	2.0 REU
Building #78 — Residence (1.0 REU) + Tavern (No Restaurant) with less than 33 seats (1.0 REU)	2.0 REU
Building #86 — Residence (1.0 REU) w/attached Restaurant (3.0 REU)	4.0 REU
Building #94 — Fire Department and Office	2.0 REU
Building #106 — Church w/Kitchen (7.5 gpcd x 80 members) = 600 gallons/300	2.0 REU
Building #127 — Garage w/ less than 15 employees (1.0 REU) + Floor Drains and Catch Basin Connections (1.0 REU)	2.0 REU

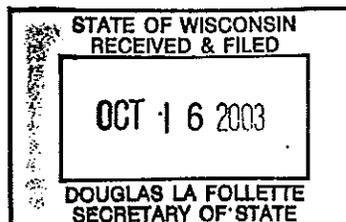
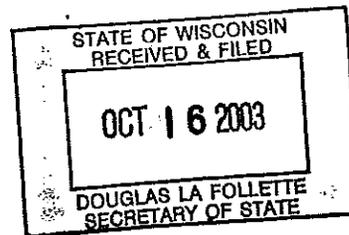


Table 12



Apartment buildings (per bedroom—includes auto washer) .....	150 gals.
Assembly hall (per person—no kitchen) .....	2 gals.
Bars and cocktail lounges (per patron space) .....	9 gals.
Beauty salons (per station—includes customers) .....	140 gals.
Bowling alley (per alley) .....	125 gals.
Bowling alley with bar (per alley) .....	225 gals.
Campgrounds and camping resorts (per camp space) .....	100 gals.
Campground sanitary dump stations (per camp space) .....	5 gals.
(omit camp spaces with sewer connection)	
Camps, day use only—no meals served (per person) .....	15 gals.
Camps, day and night (per person) .....	40 gals.
Car wash (automatic)—subject to state approval	
Car wash (per car handwash) .....	50 gals.
Catch basins—garages, service stations, etc. (per basin, etc.) .....	100 gals.
Catch basins—truck washing (per truck) .....	100 gals.
Churches—no kitchen (per person) .....	3 gals.
Churches—with kitchen (per person) .....	7.5 gals.
Condominiums (per bedroom—includes auto washer) .....	150 gals.
Country clubs—subject to state approval	
Dance halls (10 sq. ft. per person) .....	3 gals.
Dining hall—kitchen and toilet waste—with dishwasher and/or with disposer (per meal served) .....	11 gals.
Dining hall—kitchen waste only (per meal served) .....	3 gals.
Drive-in restaurants—all paper service (per car space) .....	15 gals.
Drive-in restaurants—all paper service inside seating (per seat) .....	15 gals.
Drive-in theaters (per car space) .....	5 gals.
Employee—in all buildings, per employee—total all shifts .....	20 gals.
Floor drain (per drain) .....	50 gals.
Hospitals (per bed space) .....	200 gals.
Hotels or motels and tourist rooming houses (per room—2 persons per room) .....	100 gals.
Medical office buildings, clinics and dental offices	
Doctors, nurses, medical staff (per person) .....	75 gals.
Office personnel (per person) .....	20 gals.
Patients (per person) .....	10 gals.
Migrant labor camp, central bathhouse (per employee) .....	30 gals.
Mobile homes, single installation (use ILHR 83.15 (3) (c) 1)	
Mobile home parks, homes with bathroom groups (per site) .....	300 gals.
Nursing and rest homes—without laundry (per bed space) .....	100 gals.
Outdoor sport facilities (toilet waste only—per person) .....	5 gals.
Parks, toilet wastes (per person—75 persons per acre) .....	5 gals.
Parks, with showers and toilet wastes (per person—75 persons per acre) .....	10 gals.
Restaurant—kitchen waste only—without dishwasher and/or disposer (per seat) .....	9 gals.
Restaurant—toilet waste only (per seat) .....	21 gals.
Restaurant—kitchen and toilet wastes (per seating space) .....	30 gals.
Restaurant (24-hr)—kitchen and toilet wastes (per seating space) .....	60 gals.
Restaurant—dishwasher and/or food waste disposer (per seat) .....	3 gals.
Restaurant (24-hr)—dishwasher and/or food waste disposer (per seat) .....	6 gals.
Retail store—customers .....	1.5 gals.
(Number of customers = 70% total area divided by 30 square feet/customer.)	
Schools (per classroom—25 pupils per classroom) .....	450 gals.
Schools with meals served (per classroom—25 pupils per classroom) .....	600 gals.
Schools with meals served and showers provided (per classroom) .....	750 gals.
Self-service laundries (toilet waste only, per machine) .....	50 gals.
Auto washer (apartments, service buildings, etc.—per machine) .....	300 gals.
Service stations (per car) .....	10 gals.
Showers—public (per shower taken) .....	15 gals.
Swimming pool bathhouses (per person) .....	10 gals.

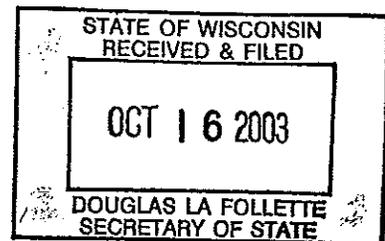
(4) INSTALLATION. (a) Location. 1. The location of sewage treatment tanks and pump and siphon tanks shall be in conformance with the set-back distances listed in Table 12.

# B

## APPENDIX B

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NEW FRANKEN SANITARY DISTRICT  
SPECIAL ASSESSMENTS



STATE OF WISCONSIN  
RECEIVED & FILED  
  
OCT 16 2003  
  
DOUGLAS LA FOLLETTE  
SECRETARY OF STATE

NEW FRANKEN SANITARY DISTRICT  
SPECIAL ASSESSMENTS

Building Number	Owner	Resident	Address	City, State and Zip Code	Parcel Number	REU	Assessment	Property Type
1	Rank, Roger F.	Rank, Roger F.	4339 Algoma Road	New Franken, WI 54229-9515	SC-506-1	1	\$6,000	R
2	Rank, Roger F.	Rank, Roger F.	4339 Algoma Road	New Franken, WI 54229-9515	SC-506	1	\$6,000	R
12	Jacobs, James	Jacobs, James	2634 Craanen Road	New Franken, WI 54229-9733	SC-502-2	1	\$6,000	R
13	VanDenButch, Francis J.	VanDenBusch, Francis J.	2630 Craanen Road	New Franken, WI 54229-9733	SC-502-1	1	\$6,000	R
14	Vander Loop, Clifford J.	(mother-in-law) - T	4573 Algoma Road	New Franken, WI 54229-9732	SC-502	1	\$6,000	R
15	Vander Loop, Clifford J.	Vander Loop, Clifford J.	4573 Algoma Road	New Franken, WI 54229-9732	SC-502	1	\$6,000	R
16	Breltenbach, Scott A.		4639 Algoma Road	New Franken, WI 54229-0000	SC-503-1	1	\$6,000	R
17	Brunner, Pearl	Brunner, Pearl	4723 Algoma Road	New Franken, WI 54229-9732	SC-534	1	\$6,000	R
18	Brunner, Clyde	Brunner, Clyde	4757 Algoma Road	New Franken, WI 54229-9732	SC-533	1	\$6,000	R
19	Brunner, Clyde	Moureau, Dean	4757 Algoma Road	New Franken, WI 54229-9732	SC-533	1	\$6,000	R
20	Swanson, John P.	Swanson, John P.	4835 Algoma Road	New Franken, WI 54229-9783	SC-537	1	\$6,000	R
21	Bishop, Douglas A.	Bishop, Douglas A.	4857 Algoma Road	New Franken, WI 54229-9783	SC-537-1	1	\$6,000	R
22	Brunner, Clyde	Brunner, Clyde	4877 Algoma Road	New Franken, WI 54229-9738	SC-535	1	\$6,000	R
23	Neuser, Tim		2922 Ferndale Drive	Green Bay, WI 54313-1403	SC-526	1	\$6,000	C
24	Neuser, Tim	Nimocks, Todd	2922 Ferndale Drive	Green Bay, WI 54313-1403	SC-527	1	\$6,000	R
25	Vanderkelen, Clara	Vanderkelen, Clara	5029 Algoma Road	New Franken, WI 54229-9504	SC-528	1	\$6,000	R
26	Schauer, Michael G.	Rabas, Ron	W6290 Sandy Lane	Shawano, WI 54166-7005	SC-524-2	1	\$6,000	R
27	Cain, Timothy D.	Cain, Timothy D.	5069 Algoma Road	New Franken, WI 54229-9504	SC-524-1	1	\$6,000	R
28	Lamal, Mitchel G.	Lamal, Mitchel G.	5075 Algoma Road	New Franken, WI 54229-9504	SC-523	1	\$6,000	R
29	Schauer, Marie	Schauer, Marie	5093 Algoma Road	New Franken, WI 54229-9504	SC-525	1	\$6,000	R
30	Corriveau, William	Corriveau, William	2811 New Franken Road	New Franken, WI 54229-9623	SC-429-5	1	\$6,000	R
31	Duranceau, Daniel F.	Duranceau, Daniel F.	2821 New Franken Road	New Franken, WI 54229-9623	SC-429-1	1	\$6,000	R
32	Mindel, Darrell L.	Mindel, Darrell L.	2831 New Franken Road	New Franken, WI 54229-9623	SC-429-2	1	\$6,000	R
33	Mertens, Julian	Mertens, Julian	2841 New Franken Road	New Franken, WI 54229-9623	SC-429-3	1	\$6,000	R
34	Wojcik, Gene G. Sr.	Wojcik, Gene G. Sr.	2851 New Franken Road	New Franken, WI 54229-9623	SC-426-4	1	\$6,000	R
35	Malfroid, Wilfred	Malfroid, Wilfred	2861 New Franken Road	New Franken, WI 54229-9623	SC-426-3	1	\$6,000	R
36	Glogot, Randall	Glogot, Randall	2933 New Franken Road	New Franken, WI 54229-9623	SC-426-7	1	\$6,000	R
37	Ripp, Betty A.	Ripp, Betty A.	2966 N. New Franken Road	New Franken, WI 54229-9759	GR-197	1	\$6,000	R

Listing Number	Owner	Resident	Address	City, State and Zip Code	Parcel Number	REU	Assessment	Property Type
8	Burkart, Adelle	Burkart, Adelle	2814 New Franken Road	New Franken, WI 54229-9759	GB-198-A	1	\$6,000	R
9	Fiesler, Charles J.	Fiesler, Charles J.	2788 New Franken Road	New Franken, WI 54229-9759	GB-214-1	1	\$6,000	R
10	Dufek, Wallace	VanArk, Neil/Dubois, Jeff	5420 Gauthier Road	New Franken, WI 54229-9306	GB-215	2	\$12,000	2R
11	Schauer, Edmund H.	Schauer, Edmund H.	5139 Algoma Road	New Franken, WI 54229-9307	GB-215-1	1	\$6,000	R
12	VanEggen, Steven F.	VanEggen, Steven F.	5131 Algoma Road	New Franken, WI 54229-9307	GB-215-4	1	\$6,000	R
13	Nooyen, Robert E.	Nooyen, Robert E.	5163 Algoma Road	New Franken, WI 54229-9307	GB-215-3	1.5	\$9,000	R+C
14	Metzler, Clayton E.	Metzler, Clayton E.	5207 Algoma Road	New Franken, WI 54229-9307	GB-216	1	\$6,000	R
15	Metzler, Clayton E.	Metzler, John	5207 Algoma Road	New Franken, WI 54229-9307	GB-216	1	\$6,000	R
16	Metzler, Thomas J.	Metzler, Thomas J.	5241 Algoma Road	New Franken, WI 54229-9307	GB-216-1	1	\$6,000	R
17	Massey, Melvin	Massey, Melvin	5226 Algoma Road	New Franken, WI 54229-9307	GB-217	1	\$6,000	R
18	Massey, Randy	Massey, Randy			GB-217	1	\$6,000	R
19	Hueck, Alan M.	Hueck, Alan M.	P.O. Box 165	New Franken, WI 54229-0165	GB-218-12	4.5	\$27,000	C
20	Kluth, Joanne	Kluth, Joanne	5128 Algoma Road	New Franken, WI 54229-9307	GB-218-9	1	\$6,000	R
21	Kahr, Francis J.	54-T-Mart	113 Haven Lane	Luxemburg, WI 54217-1033	GB-218-1	2.5	\$15,000	C
22	Roberts, Dale A.	Roberts, Dale A.	2574 N. New Franken Road	New Franken, WI 54229-9760	GB-218	1	\$6,000	R
23	Zellner, Leon C.	Zellner, Leon C.	2562 N. New Franken Road	New Franken, WI 54229-9760	GB-218-2	1	\$6,000	R
24	Tauschek, Richard R.	Tauschek, Isadora	2845 N. Highway P	New Franken, WI 54229-0000	GB-218-2-1	1	\$6,000	R
25	Gilgot, Dean & Thomas	Gilgot, John L. & Mary J.	2546 N. New Franken Road	New Franken, WI 54229-9760	GB-218-3	1	\$6,000	R
26	Streibel, Rita	Streibel, Ralph T.	2540 N. New Franken Road	New Franken, WI 54229-9760	GB-218-4	1	\$6,000	R
27	Boehm, Gerald C.	Boehm, Gerald C.	2534 N. New Franken Road	New Franken, WI 54229-9760	GB-218-6	1	\$6,000	R
28	Borley, Earl	Borley, Earl	2528 N. New Franken Road	New Franken, WI 54229-9760	GB-218-7	1	\$6,000	R
29	Peer, Gregory S.	Peer, Gregory S.	5125 Bank Road	New Franken 54229-9766	GB-218-13	1	\$6,000	R
30	Babka, Christopher J.	Babka, Christopher J.	5124 Bank Road	New Franken, WI 54229-9766	GB-218-10	1	\$6,000	R
31	Bank One	Bank One	P.O. Box 19029	Green Bay, WI 54307-9029	GB-218-8	1	\$6,000	C
32	Moureaux, Wayne D.	Moureaux, Wayne D.	2500 N. New Franken Road	New Franken, WI 54229-9758	GB-219-4	1	\$6,000	R
33	Frisch, John	Frisch, John	2492 N. New Franken Road	New Franken, WI 54229-9795	GB-219-3	1	\$6,000	R
34	Schaal, Brian L.	Schaal, Brian L.	2484 N. New Franken Road	New Franken, WI 54229-9701	GB-219-2	1	\$6,000	R
35	Fitzell, Kenneth D.	Fitzell, Kenneth D.	2476 Hwy T	New Franken, WI 54229-9795	GB-219-1	1	\$6,000	R
36	Grant, Gary E.	Grant, Gary E.	2468 N. New Franken Road	New Franken, WI 54229-9795	GB-230	1	\$6,000	R
37	Mario, Arleen M.	Ambrose, Arleen	2460 N. New Franken Road	New Franken, WI 54229-9795	GB-229	1	\$6,000	R
38	Owen, Joann M.	Owen, Joann M.	P.O. Box 145	New Franken, WI 54229-0145	GB-228	1	\$6,000	R

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Building Number	Owner	Resident	Address	City, State and Zip Code	Parcel Number	REU	Assessment	Property Type
69	Willems, Ronald A.	Willems, Ronald A.	P.O. Box 76	New Franken, WI 54229-0076	GB-227	1	\$6,000	R
70	Kugel, Joseph	Kugel, Joseph	P.O. Box 132	New Franken, WI 54229-0132	GB-226	1	\$6,000	R
71	Radue, Michael D.	Radue, Michael D.	2135 Canyonland Dr.	Green Bay, WI 54311-6319	GB-225	3	\$18,000	3R
72	Nooyen, Robert	Wegner, Donna	5163 Algoma Road	New Franken, WI 54229-9307	GB-223	1	\$6,000	R
73	Lusk, Dean P.	Hair Depot	5625 Old Country Circle	New Franken, WI 54229-9412	GB-220	2	\$12,000	2C
74	Pivonka, Leona	Pivonka, Leona	P.O. Box 135	New Franken, WI 54229-0135	GB-222	1	\$6,000	R
75	First Ino.	U.S. Postal Service	P.O. Box 997	Clarksdale, MS 38614-0997	GB-221	1	\$6,000	O
76	Dankochler, David L. Jr.		P.O. Box 142	New Franken, WI 54229-0142	HM-319	2	\$12,000	2R
77	Gilling, Christopher	Helm, Jim/Lisa Laplant	P.O. Box 482	Marion, WI 54950-0482	HM-318	2	\$12,000	2R
78	Cravillon, Dennis A.	T.D.'s Pub	2328 N. New Franken Road	New Franken, WI 54229-9701	HM-320	2	\$12,000	R+C
79	Cravillon, James A.	Cravillon, James A.	2320 N. New Franken Road	New Franken, WI 54229-9701	HM-321	1	\$6,000	R
80	Heraly, Zita M.	Heraly, Zita M.	2220 N. New Franken Road	New Franken, WI 54229-9701	HM-324-1	1	\$6,000	R
81	Nooyen, Trust of 1996		5025 Luxemburg Road	Luxemburg, WI 54229	HM-351-1	1	\$6,000	R
82	Nooyen, Trust of 1996		5025 Luxemburg Road	New Franken, WI 54229-9704	HM-351-2	1	\$6,000	R
83	Lardo, Joan M.	Lardo, Joan M.	2203 N. New Franken Road	New Franken, WI 54229-9701	HM-344	1	\$6,000	R
84	Nooyen, Robert B.	VanLanen, Rodney	5163 Algoma Road	New Franken, WI 54229-9307	HM-342	2	\$12,000	2R
85	Hlinkhouse, Ronald J.	Hlinkhouse, Lisa B.	603 Blackhawk Drive	Green Bay, WI 54301-1729	HM-345-2	1	\$6,000	R
86	Kuchta, Rich	New Franken Stein	2379 N. New Franken Road	New Franken, WI 54229-9701	HM-337	4	\$24,000	R+C
87	Schauer, Francis C.	Schauer, Francis C.	5062 E. Ronsman Road	New Franken, WI 54229-9579	HM-343	1	\$6,000	R
88	Daniels, Gary M.	Daniels, Gary M.	5054 E. Ronsman Road	New Franken, WI 54229-9579	HM-345-3	1	\$6,000	R
89	Baenen, John J.	Baenen, John J.	5050 E. Ronsman Road	New Franken, WI 54229-9579	HM-345-4	1	\$6,000	R
90	The Sconzert Trust	Sconzert, Flavia M.	5044 E. Ronsman Road	New Franken, WI 54229-9579	HM-345-5	1	\$6,000	R
91	Basten, Marie A.	Basten, Marie A.	5040 E. Ronsman Road	New Franken, WI 54229-9579	HM-345-6	1	\$6,000	R
92	Van Oudenhoven, Steve	Van Oudenhoven, Steven	5018 E. Ronsman Road	New Franken, WI 54229-9579	HM-345	1	\$6,000	R
93	Gratz, Duane L.	Gratz, Duane L.	5055 E. Ronsman Road	New Franken, WI 54229-0000	SC-555-3	1	\$6,000	R
94	GP, HM, & SC Fire Dept.	GP, HM, & SC Fire Dept.	5077 Ronsman Road,	New Franken, WI 54229-0000	SC-555-2	2	\$12,000	O
95	Simons, Andrew P.	Simons, Andrew P.	2497 New Franken Road	New Franken, WI 54229-9701	SC-557	1	\$6,000	R
96	DeGrand, Glen A.	DeGrand, Glen A.	2413 New Franken Road	New Franken, WI 54229-9701	SC-558	1	\$6,000	2R
97	Jonet, Mark	Jonet, Mark	2423 New Franken Road	New Franken, WI 54229-9701	SC-559	1	\$6,000	R
98	Jonet, Mark	DeGrand Autobody	2423 New Franken Road	New Franken, WI 54229-9701	SC-559	0	\$0	C
99	Schott Living Trust	Gay, Jeffrey	2501 Sussex Street	Green Bay, WI 54311-7264	SC-561	2	\$12,000	2R

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Page Number	Owner	Resident	Address	City, State and Zip Code	Parcel Number	REU	Assessment	Property Type
				New Franken, WI 54229-9701	SC-555-1	1	\$6,000	R
10	Basten, Harlan J.	Basten, Harlan J.	2435 New Franken Road	New Franken, WI 54229-9605	SC-544	1	\$6,000	R
11	Jacobs, John L.	Jacobs, John L.	2563 New Franken Road	New Franken, WI 54229-9605	SC-544-1	1	\$6,000	R
12	Zellner, Leonard E.	Zellner, Leonard E.	2573 New Franken Road	New Franken, WI 54229-9504	SC-545	1	\$6,000	R
13	Depeau, Glen P.	Depeau, Glen P.	5038 Algoma Road	New Franken, WI 54229-9504	SC-546-1	1	\$6,000	R
14	Vander Loop, Richard	Vander Loop, Richard	5028 Algoma Road	New Franken, WI 54229	SC-548	1	\$6,000	R
15	Tauschek, Leo P.	Tauschek, Leo P.	5008 Algoma Road, 4	New Franken, WI 54229-9718	SC-547	2	\$12,000	O
16	St. Killian Church	St. Killian Church	2508 St. Killian Road	New Franken, WI 54229-9718	SC-554	1	\$6,000	R
17	St. Killian Rectory	Rev. Florian R. Resheske	2508 St. Killian Road	New Franken, WI 54229-9718	SC-556-2	1	\$6,000	R
18	Mincherki, Douglas M.	Mincherki, Douglas M.	2440 St. Killian Road	New Franken, WI 54229-9718	SC-556-3	1	\$6,000	R
19	VanderLoop, Joseph m	VanderLoop, Joseph m.	2436 St. Killian Road	New Franken, WI 54229-9801	SC-556-1	1	\$6,000	R
20	Scholt, Leonard C.	Scholt, Leonard C.	Route 1	New Franken, WI 54229-9551	HM-347	1	\$6,000	R
21	Tauschek, Leo	Tauschek, Leo	5008 Algoma Road	New Franken, WI 54229-9581	HM-349-3	1	\$6,000	R
22	Kores, Thomas D.	Kores, Thomas D.	2291 St. Killian Road	New Franken, WI 54229-9581	HM-349-1	1	\$6,000	R
23	Marleque, Paul J.	Marleque, Paul J.	2209 St. Killian Road	New Franken, WI 54229-9581	HM-349-4	1	\$6,000	R
24	Davis, Donald R.	Davis, Donald R.	2215 St. Killian Road	New Franken, WI 54229	HM-349-2	1	\$6,000	R
25	Craanen, Dennis J.	Craanen, Dennis J.	2161 St. Killian Road	Green Bay, WI 54311-9767	HM-350	1	\$6,000	R
26	Champau, Urban		3908 Web Street	New Franken, WI 54229-9720	HM-357-2	1	\$6,000	R
27	Runke, Stephen G.	Runke, Stephen G.	4882 H. Ronsman Road	New Franken, WI 54229-9720	HM-349	1	\$6,000	R
28	Tauschek, Mark J.	Tauschek, Mark J.	4902 H. Ronsman Road	New Franken, WI 54229-9715	HM-348-2	1	\$6,000	R
29	Krause, Kenneth R.	Tener, Jeff	4423 Luxemburg Road	Green Bay, WI 54301	HM-348	1	\$6,000	R
30	Kahr, Francis	Kahr, Ester	1414 E. Mason Street	New Franken, WI 54229-9720	HM-348-1	1	\$6,000	R
31	Loberger, Leander G.	Loberger, Leander G.	4929 E. Ronsman Avenue	New Franken, WI 54229-9718	SC-551-1	1	\$6,000	R
32	Schauer, Carl K.	Schauer, Carl K.	2557 St. Killian Road	New Franken, WI 54229-9718	SC-551-2	1	\$6,000	R
33	Valitcka, Scott E.	Valitcka, Scott E.	2565 St. Killian Road	New Franken, WI 54229-0000	SC-551	1	\$6,000	R
34	Schauer, Verona M.	Schauer, Verona M.	2581 St. Killian Road	New Franken, WI 54229-9516	SC-538	1	\$6,000	R
35	Jonet, Terrance S.	Jonet, Terrance S.	4880 Algoma Road	Green Bay, WI 54305-3600	SC-539-2	2	\$12,000	O
36	Brown County Hwy. Dept.	Brown County Hwy. Dept.	P.O. Box 23600	New Franken, WI 54229-9516	SC-539-1-1	1	\$6,000	R
37	Ducat, Roland	Ducat, Roland	4842 Algoma Road	New Franken, WI 54229-9516	SC-539-3	1	\$6,000	R
38	Lukaszka, Henry	Lukaszka, Henry	4834 Algoma Road	New Franken, WI 54229-9516	SC-539-1-3	1	\$6,000	R
39	Schaut, Richard, K.	Schaut, Richard, K.	4820 Algoma Road	New Franken, WI 54229-9516	SC-539	1	\$6,000	R
40	Brunner, Isabelle A.	Brunner, Isabelle A.	4810 Algoma Road	New Franken, WI 54229-9516				R

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