Common Council

Regular Meeting

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

Agenda

Tuesday, August 15, 2023 | **7:30 PM** | **Council Chambers and Virtual**

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **August 15, 2023** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

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

This meeting may also be rebroadcast on TV throughout the week and available on demand at http://deperecitywi.iqm2.com/.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the August 1, 2023 Common Council meeting.
4. Public Hearing on Year 2014-2022 updates to the City's Official Map.

   This item will be postponed to a future meeting and will be re-noticed in the official City newspaper.

   A. Notice of Public Hearing.
5. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC.
6. Recommendation from the Finance-Personnel Committee on approval of the 2022 Management Letter and Financial Statements.
7. Ordinance #23-11 Adopting and Enacting a New Municipal Code for the City of De Pere, Wisconsin; Providing for the Repeal of Certain Ordinances not included therein; Providing a Penalty for the Violation thereof; Providing for the Manner of Amending such Code; and Providing when such Code and this Ordinance shall become Effective.
8. Resolution #23-74, A Resolution Authorizing and Providing for the Sale and Issuance of $8,370,000 General Obligation Promissory Notes, Series 2023A, and All Related Details.
9. Resolution #23-75, A Resolution Authorizing and Providing for the Sale and Issuance of $6,720,000 Taxable General Obligation Promissory Notes, Series 2023B, and All Related Details.

10. Resolution #23-76 Approving State Debt Collection Agreement with the State of Wisconsin Department of Revenue.

11. Resolution #23-77 Authorizing Second Renewal of Agreement for Consulting Services Between the City of De Pere and Key Benefits Concepts, LLC (Other Post-Employment Benefit Liability Study).

12. Recommendation from the Finance Committee on Copier Leases for City Hall second floor, Community Center, Fire Station 1 and Municipal Services Center/Cloud FAX Solution.

    A. Resolution #23-78 Approving photocopier lease agreements with Complete Office of Wisconsin, Inc. (City Hall 2nd Floor, Community Center, Fire Station 1, and Municipal Service Center).

    B. Resolution #23-79 Accepting quote of Gordon Flesch Company for Allegiant CloudFAX Platform.

13. Resolution #23-80 Amending Sections 4 and 5 of the City of De Pere Employee Policy Manual.

14. Resolution #23-81 Authorizing Service Agreement Between the City of De Pere and St. Vincent Hospital, d/b/a Prevea Health (Job Analyses).

15. Resolution #23-82 Authorizing Service Agreement Between the City of De Pere and ScreeningOne (Background Checks).

16. Resolution #23-83 Authorizing Agreement Between the City of De Pere and National Testing Network (Firefighter Vacancies).

17. Resolution #23-84 Authorizing Planned Service Agreements Between the City of De Pere and Johnson Controls Fire Protection LP (Municipal Service Center, Community Center and City Hall Fire Alarm Inspection and Monitoring).

18. Resolution #23-85 Approving State/Municipal Agreement for a State-LET Urbanized Area STP-Urban Project (1st Revision) (Lawrence Drive Reconstruction).

19. Resolution #23-86 Approving WisDOT – Municipal Agreement for Street Lights.

20. Resolution #23-87 Authorizing Agreement for Cleaning Services Between the City of De Pere and Cleaning Solution Services, Inc. (Municipal Service Center, Community Center, Police Department and City Hall).

21. Resolution #23-88 Approving Tower Lease Agreement Between the City of De Pere and Cellco Partnership, d/b/a Verizon Wireless (Merrill Street Water Tower).

22. Voucher approval.

23. Future agenda items.

24. Consideration and Possible Action on Main Avenue and 8th Street Property Acquisition.

    PLEASE TAKE NOTICE THAT, pursuant to Wis. Stat. §19.85(1)(e), the Council may convene in closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

25. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 15, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the August 1, 2023 Common Council meeting.**

ATTACHMENTS:

- 8-1-23 Common Council Minutes_Draft (PDF)

Common Council

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

Regular Meeting

Draft Minutes

Tuesday, August 1, 2023 **7:30 PM** **Council Chambers and Virtual**

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the July 18, 2023 Common Council meeting.

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

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

   None.

5. Consideration and Possible Action on request from the Fire Chief and Police Chief to authorize obtaining a boat from the Federal Government Surplus Program.

   Chief Muraski and Chief Matzke explained that they would ordinarily bring this request to the Finance-Personnel Committee first, but did not have time due to the surplus program deadline. They reviewed the costs associated with acquiring and transporting the boat and trailer, as well as training personnel to utilize the boat. They answered questions from Council members, and reported that they anticipate the boat could be deployed up to nine times per year. Discussion followed regarding alternatives for inspecting and then transporting the boat from California to De Pere.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Perock, Raasch
EXCUSED:	Shana Defnet Ledvina, John Quigley

6. Recommendation from the Board of Park Commissioners to accept a donation of canvas paper and frames from Walmart-$2,500 value.

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Amy Chandik Kundinger, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Perock, Raasch
EXCUSED:	Shana Defnet Ledvina, John Quigley

7. Recommendation from the Board of Park Commissioners to accept a $2,500 donation from the Wochinske Family Foundation for the Recreation Scholarship Fund.

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Amy Chandik Kundinger, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Perock, Raasch
EXCUSED:	Shana Defnet Ledvina, John Quigley

8. Ordinance #23-11 Adopting and Enacting a New Municipal Code for the City of De Pere, Wisconsin; Providing for the Repeal of Certain Ordinances not included therein; Providing a Penalty for the Violation thereof; Providing for the Manner of Amending such Code; and Providing when such Code and this Ordinance shall become Effective.

   Alderperson Hansen moved, seconded by Alderperson Gantz to adopt the ordinance. Discussion followed regarding the availability of a redlined version of the code updates for Council members to review. Alderperson Hansen then moved, seconded by Alderperson Gantz to table the item; staff confirmed that this supersedes the original motion.

RESULT:	**TABLED [UNANIMOUS]** **Next: 8/15/2023 7:30 PM**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Perock, Raasch
EXCUSED:	Shana Defnet Ledvina, John Quigley

9. Resolution #23-72 Authorizing Extension of Agreement for Contractor Services Between the City of De Pere and Butch's Curb & Landscaping, LLC, d/b/a Best Stump Grinding (Stump Removal and Maintenance Services in City Right-of-Way).

Parks Director Marty Kosobucki reported that the stumps covered by this contract are the result of tree removal by staff since last September.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Perock, Raasch
EXCUSED:	Shana Defnet Ledvina, John Quigley

10. Resolution #23-73 Expressing Support for Wisconsin Act 12 Local Government Funding Legislation.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Perock, Raasch
EXCUSED:	Shana Defnet Ledvina, John Quigley

11. Voucher approval.

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

12. Future agenda items.

    Alderperson Hansen requested a discussion at Board of Public Works about the future of the service clubs sign at the corner of S. Broadway and S. Michigan.

13. Adjournment.

    Alderperson Hansen moved, seconded by Alderperson Perock to adjourn the meeting at 8:16 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 15, 2023**
DEPARTMENT:	**Plan Commission**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Public Hearing on Year 2014-2022 updates to the City's Official Map.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 15, 2023**
DEPARTMENT:	**Plan Commission**
FROM:	**Daniel Lindstrom**
SUBJECT:	**A. Notice of Public Hearing.**

ATTACHMENTS:

- Public Hearing Notice_Official Map_8-15-23 mtg_Class 2 (PDF)

Publish: July 28, 2023 and August 4, 2023 in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, August 15, 2023 at 7:35 PM** or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on the following: Year 2014-2022 updates to the City's Official Map.

The public may attend the meeting either in person in the Council Chambers (2nd Floor City Hall, 335 S Broadway ST, De Pere, WI) or electronically. Electronic or telephonic access to the meeting is below: Computer/smart phone accessing https://www.gotomeet.me/DePere OR dial by phone: United States (Toll Free): 1-866 899-4679 United States: +1 (312) 757-3117 Access Code: 154-883-285.

A copy of the Official Map with the proposed updates is available online at https://www.deperewi.gov/egov/documents/1686320269_66747.pdf or by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 18th day of July, 2023.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 15, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 15, 2023**
DEPARTMENT:	**Finance Department**
FROM:	**Pamela Manley**
SUBJECT:	**Recommendation from the Finance-Personnel Committee on approval of the 2022 Management Letter and Financial Statements.**

The Finance-Personnel Committee voted unanimously to recommend approval of this item at its August 8, 2023 meeting.

ATTACHMENTS:

- Signed Executive Summary City of De Pere (PDF)
- Signed Final Report and Financial Statements City of De Pere (PDF)

CliftonLarsonAllen LLP
1175 Lombardi Avenue, Suite 200
Green Bay, WI 54304

phone 920-436-7800 **fax** 920-436-7808
CLAconnect.com

City Council
City of De Pere
De Pere, Wisconsin

This Executive Audit Summary and Board Communications present information which we believe is important to you as members of the City Council. We encourage you to review the sections of this report, the audited financial statements, and the auditors' reports.

We would be pleased to furnish additional information with respect to these suggestions and discuss this memorandum with you at your convenience. We wish to express our appreciation to the City for the courtesies, cooperation, and assistance extended to us during the course of our work.

CliftonLarsonAllen LLP

Scott Sternhagen, CPA
Principal

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CITY OF DE PERE, WISCONSIN

EXECUTIVE AUDIT SUMMARY AND BOARD COMMUNICATIONS

DECEMBER 31, 2022

CPAs | CONSULTANTS | WEALTH ADVISORS

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CITY OF DE PERE, WISCONSIN
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EXECUTIVE AUDIT SUMMARY FOR CITY OF DE PERE, WISCONSIN YEAR ENDED DECEMBER 31, 2022

We prepared this Executive Audit Summary in conjunction with our audit of City of De Pere, Wisconsin the City's financial statements for the year ended December 31, 2022.

Audit Opinion

The financial statements are fairly stated. We issued what is known as a "clean" audit report.

Internal Controls

Our report on internal control included the following deficiencies in internal controls over financial reporting:

Significant Deficiencies:

- Finding 2022-001 Preparation of Annual Financial Report
- Finding 2022-003 Journal Entry Documentation

Material Weaknesses

- Finding 2022-002 Material Adjusting Journal Entries

Compliance Findings

There were no separate compliance findings reported.

Summary Financial Information

See pages 9 through 16 for information related to fund balances, revenues, and expenditures.

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FORMAL REQUIRED COMMUNICATIONS

City Council
City of De Pere
De Pere, Wisconsin

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of De Pere as of and for the year ended December 31, 2022, and have issued our report thereon dated July 28, 2023. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit in our engagement agreement dated November 10, 2022. Professional standards also require that we communicate to you the following information related to our audit.

Significant audit findings or issues

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by City of De Pere are described in Note 1 to the financial statements.

As described in Note 1.G , the entity changed accounting policies related to leases by adopting Statement of Governmental Accounting Standards Board (GASB Statement) No.87, *Leases*, as of January 1, 2022. Accordingly, the accounting change has been applied to the beginning of the period of adoption.

We noted no transactions entered into by the entity during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The most sensitive estimates affecting the financial statements were:

- Depreciation of capital assets
- Accumulated sick leave
- Net pension (WRS) asset/liability and related deferred outflows and inflows of resources
- OPEB liability and related deferred outflows and inflows of resources

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City of De Pere

Management's estimate of useful lives for depreciable assets is based upon analysis of the expected useful life of the capital assets. The useful life of a depreciable asset determines the amount of depreciation that will be recorded in any given reporting period as well as the amount of accumulated depreciation that is reported at the end of a reporting period.

Management's estimate of accumulated sick leave is based upon analysis of the employees sick leave balance. We have evaluated the key factors and assumptions and the consistency in these factor and assumptions used to develop the estimate in determining that they are reasonable in relation to the financial statements taken as a whole.

Management's estimate of the net pension asset/liability and related deferred inflows and deferred outflows of resources is based on an actuarially determined calculation of the City's proportionate share of the net pension liability of cost-sharing multiple-employer pension plans sponsored by the Wisconsin Retirement System in which the City participates.

Management's estimate of the OPEB liability and related deferred inflows and deferred outflows of resources is based on an actuarially determined calculation prepared by a professional actuarial firm.

We reviewed and tested management's procedures and underlying supporting documentation in the areas discussed above and evaluated the key factors and assumptions used to develop the estimates noted above in determining that they are reasonable in relation to the financial statements taken as a whole. We concluded that the accounting estimates and management judgments appeared to consider all significant factors and resulted in appropriate accounting recognition.

Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no particularly sensitive financial statement disclosures.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management did not identify and we did not notify them of any uncorrected financial statement misstatements.

Corrected misstatements

The following material misstatements detected as a result of audit procedures were corrected by management:

- Recorded payment of short-term debt
- Recorded close out of TID #5
- Recorded 2022 expenses as AP

City Council
City of De Pere

Disagreements with management

For purposes of this communication, a disagreement with management is a disagreement on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Circumstances that affect the form and content of the auditors' report

As previously communicated to you, the report was modified to include an emphasis of matter paragraph to highlight the change in accounting principle related to the adoption of the new accounting guidance for leases as follows:

> **Change in Account Principle**
>
> As discussed in Note 1.G. to the financial statements, effective January 1, 2022, the City adopted new accounting guidance for leases. The guidance requires lessors to recognize a lease receivable and corresponding deferred inflow of resources for all leases with lease terms greater than twelve months. Our opinions are not modified with respect to this matter.

Management representations

We have requested certain representations from management that are included in the attached management representation letter dated July 28, 2023.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the entity's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the entity's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Significant findings or issues that were discussed, or the subject of correspondence, with management

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year. The following summarizes the significant findings or issues arising during the audit that were discussed, or were the subject of correspondence, with management:

- Finding 2022-001 Preparation of annual financial report
- Finding 2022-002 Adjustment to the City's financial records
- Finding 2022-003 Journal Entry Documentation

City Council
City of De Pere

Required supplementary information

With respect to the required supplementary information (RSI) accompanying the financial statements, we made certain inquiries of management about the methods of preparing the RSI, including whether the RSI has been measured and presented in accordance with prescribed guidelines, whether the methods of measurement and preparation have been changed from the prior period and the reasons for any such changes, and whether there were any significant assumptions or interpretations underlying the measurement or presentation of the RSI. We compared the RSI for consistency with management's responses to the foregoing inquiries, the basic financial statements, and other knowledge obtained during the audit of the basic financial statements. Because these limited procedures do not provide sufficient evidence, we did not express an opinion or provide any assurance on the RSI.

Supplementary information in relation to the financial statements as a whole

With respect to the detailed comparison of budgeted and actual revenues and expenditures of the General Fund, combining balance sheet, and combining statement of revenues, expenditures, and changes in fund balances of the nonmajor governmental funds, combining statement of net position, combining statement of revenues, expenses, and changes in net position, and combining statement of cash flows of Internal Service Funds, schedule of water utility operating revenues and expenses (collectively, the supplementary information) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period or the reasons for such changes, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated July 28, 2023.

Our audit did not identify any key audit matters, and our audit report stated that conclusion.

* * *

This communication is intended solely for the information and use of the City Council and management of City of De Pere and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Green Bay, Wisconsin
July 28, 2023

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INTERNAL CONTROL COMMUNICATIONS

City Council
City of De Pere
De Pere, Wisconsin

In planning and performing our audit of the financial statements of the governmental activities, the business type activities, each major fund, and the aggregate remaining fund information of City of De Pere, Wisconsin (the City) as of and for the year ended December 31, 2022, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to fraud or error may occur and not be detected by such controls. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis.

Material weakness

A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the following deficiency in the entity's internal control to be a material weakness:

- Finding 2022-002 Adjustments to the City's Financial Records

Significant deficiency

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiency in the entity's internal control to be a significant deficiency:

- Finding 2022-001 Preparation of Annual Financial Report
- Finding 2022-003 Retainage of Documents

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City Council
City of De Pere

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The purpose of this communication is solely to describe the scope of our testing of internal control over financial reporting and the results of that testing. This communication is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Green Bay, Wisconsin
July 28, 2023

APPENDIX A

FINANCIAL TRENDS OF YOUR CITY

The following graphs reflect financial trends of City of De Pere. Information related to fund balances, revenues, and expenditures on pages 9 through 16 were obtained from current and prior year audit reports.

CITY GOVERNMENTAL FUND BALANCES

A comparative summary of the City's fund balances as shown on December 31, 2022 and 2021 follows:

	12/31/22	12/31/21
General Fund		
Nonspendable for		
Inventories and prepaid items	$ 196,321	$ 150,696
Special assessments held by County	26,611	57,162
Advances to other funds	1,330,817	2,288,467
Restricted for		
Recreation scholarship	35,212	32,409
Fire UTV fund	629	-
Property tax relief and economic development	139,783	191,232
Committed for		
Non-lapsing funds	1,465,833	513,994
Unassigned	7,518,800	7,017,753
Total General Fund Balance	10,714,006	10,251,713
Debt Service Fund		
Restricted for debt service	1,985,896	2,318,646
Special Revenue Funds		
Restricted for		
Loans	920,038	806,836
Park land acquisition	157,456	147,556
Housing	1,968,527	-
Committed for Subsequent years' expenditures		
Dog Park	13,390	12,876
Riverwalk pier	580,740	230,740
Southwest Park equipment	84,131	57,929
Unassigned (Deficit)		
De Pere Micro Fund Loan	(15,392)	(106,096)
Total Special Revenue Funds	3,708,890	1,149,841
Capital Projects Funds		
Restricted for		
TID No. 6	2,931,512	3,227,273
TID No. 8	1,769,531	1,395,584
TID No. 9	542,289	(288,859)
TID No. 11	591,889	502,110
TID No. 12	1,893,168	1,627,935
TID No. 13	367,519	463,229
TID No. 14	414,190	542,490
TID No. 15	381,402	305,221
TID No. 17	176,867	-
Committed for Subsequent years' expenditures		
Capital Equipment	678,512	725,927
Community Center	1,904	10,023
Police/Fire Expansion	2,932	2,932
Unassigned (Deficit)		
Public Improvements	(338,227)	(323,576)
Pool Capital Projects	(1,240,530)	(1,472,715)
TID No. 7	(1,687,917)	(1,552,270)
TID No. 9	-	(288,859)
TID No. 10	(1,489,911)	(1,080,684)
TID No. 16	(53,662)	(41,022)
TID No. 17	-	(7,991)
Total Capital Projects Funds	4,941,468	3,746,748
Total Governmental Fund Balances	$ 21,350,260	$ 17,466,948

Additional information on the fund balances is presented below:

General Fund

In total the City's general fund increased $280,375 in 2022. Overall, the City's general fund balance continues to remain in stable financial condition entering the 2023 budget year. Additional information on various components of the City's general fund balance follows.

The City Council adopted a minimum unassigned general fund balance policy of 25% of the subsequent year General Fund budgeted expenditures. The purpose of the minimum fund balance amount is to ensure there are available cash funds for operating purposes and to segregate that portion of the general fund that is not available for current transfer or appropriation. On December 31, 2022, the City's unassigned general fund balance totaled $7,518,800 and was higher than 25% of the 2023 budgeted expenditures which totaled $5,147,993. Furthermore, the Council approved a policy whereby the unassigned reserve account should maintain a balance between 25% and 35% of the subsequent year General Fund budgeted expenditures; 35% of 2023 budgeted expenditures amounted to $7,207,190.

Tax Incremental Districts

The City maintains separate accounting funds for each Tax Incremental Districts (TID) created in accordance with Section 66.1105 of the Wisconsin Statutes. At the time the Districts were created, the property tax base within each District was "frozen" and increment taxes resulting from increases to the property tax base are used to finance District improvements, including principal and interest on long-term debt issued by the City to finance such improvements. Information on the City's ten tax incremental districts on December 31, 2022 is presented below:

	TID 6	TID 7	TID 8	TID 9	TID 10
Date created	3/3/1998	10/17/2006	8/21/2007	8/7/2012	8/7/2012
Latest termination year	2023	2033	2027	2039	2032
Location	West Side Industrial Park	East Downtown Business District	West Side Commercial Development	West Downtown Business District	Industrial Park
Status	Donor	-	-	-	-
Fund balance at year end	$ 2,931,512	$ (1,687,917)	$ 1,769,531	$ 542,289	$ (1,489,911)
Net unreimbursed cost	(6,110,315)	4,322,171	418,122	2,405,966	4,931,537
2022 Tax increment	-	87,717	267,442	29,772	120,688
2023 Tax increment	-	86,546	390,355	44,894	170,348
Outstanding debt due	881,603	860,000	1,365,000	2,940,800	3,436,000
Advances from (to) City	(4,060,406)	1,774,254	822,653	7,455	5,626

Tax Incremental Districts (Continued)

	TID 11	TID 12	TID 13	TID 14	TID 15
Date created	9/1/2015	9/1/2015	7/18/2017	9/19/2018	2/15/2020
Latest termination year	2035	2035	2037	2038	2040
Location	West Side Industrial Park	West Side Industrial Park	West Side Main Avenue	Irwin School	West Industrial Park
Status	-	-	-	-	-
Fund balance at year end	$ 591,889	$ 1,893,168	$ 367,519	$ 414,190	$ 381,402
Net unreimbursed cost	1,358,111	1,621,832	2,637,481	940,810	3,981,098
2022 Tax increment	219,256	224,990	149,089	38,281	-
2023 Tax increment	330,579	699,346	167,515	26,938	464,008
Outstanding debt due	1,950,000	3,515,000	3,005,000	1,355,000	4,362,500
Advances from (to) City	-	-	-	-	-

	TID 16	TID 17
Date created	2/21/2020	3/16/2021
Latest termination year	2040	2042
Location	East Downtown Business District	East Industrial Park
Status	-	-
Fund balance at year end	$ (53,662)	$ 176,867
Net unreimbursed cost	53,662	1,488,133
2022 Tax increment	-	-
2023 Tax increment	-	-
Outstanding debt due	-	1,665,000
Advances from (to) City	-	-

Employees Medical Self-Insurance Funds

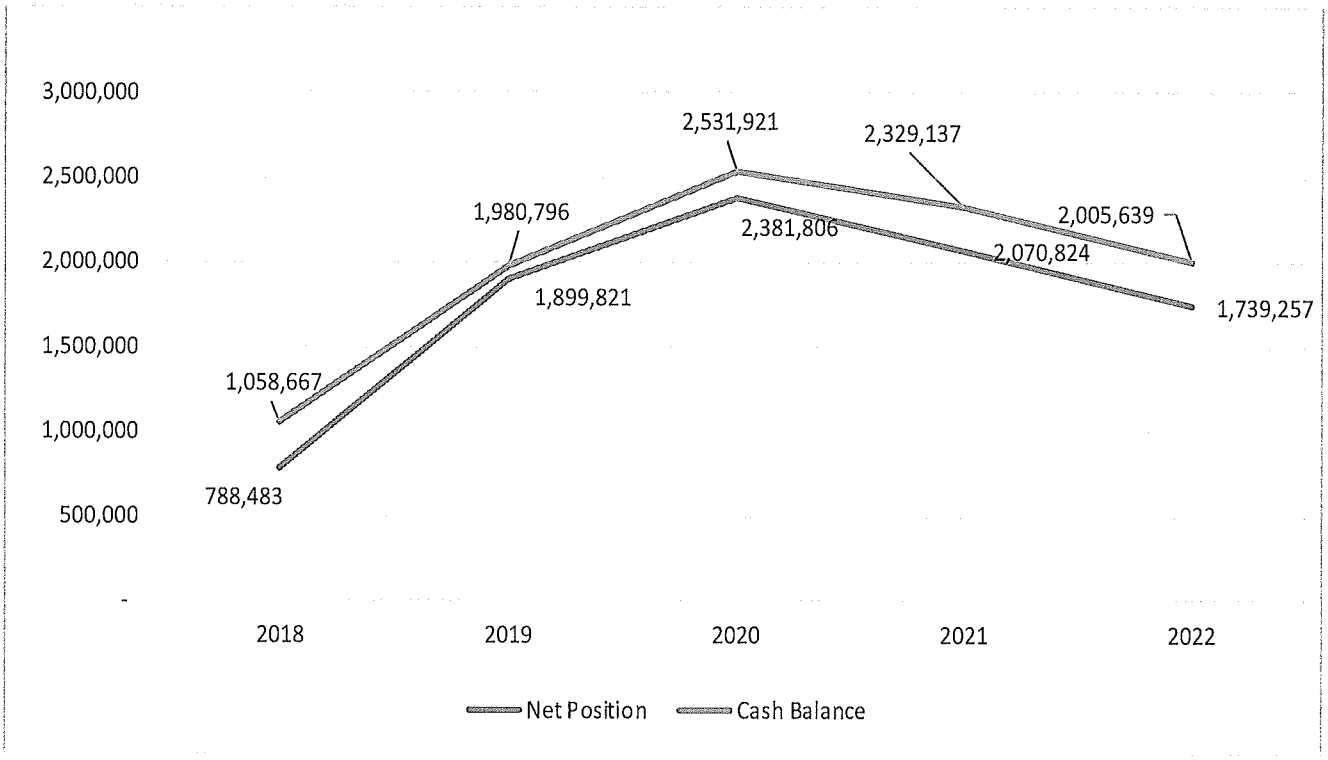
The City utilizes two separate self-insurance internal service funds to account for health and dental claims of City employees. The funds are financed from monthly insurance premiums charged to City employees. During 2021 and in prior years the monthly health insurance premiums were generally financed at 85% by the City with City employees contributing the remaining 15%. Starting in 2022, the City has approved the change of the self-insurance funds to be financed at rates of 90% by the City and with City employees contributing the remaining 10%. Presented below is a summary of each fund's financial transactions for 2022 including comparative totals of the health and dental funds for 2021.

	Health Self-Insurance		Dental Self-Insurance	
	2022	2021	2022	2021
Revenues				
Charges for employees medical and dental insurance premiums	$ 2,081,152	$ 1,736,058	$ 134,781	$ 144,378
Expenses				
Employees health and dental claims	1,679,556	1,649,790	133,174	140,973
Administrative fees	735,422	397,332	8,444	6,113
Total Expenses	2,414,978	2,047,122	141,618	147,086
Operating Loss	(333,826)	(311,064)	(6,837)	(2,708)
Nonoperating Revenues				
Interest revenue	2,259	82	26,363	13,011
Change in Net Position	(331,567)	(310,982)	19,526	10,303
Net Position - January 1	2,070,824	2,381,806	56,536	46,233
Net Position - December 31	$ 1,739,257	$ 2,070,824	$ 76,062	$ 56,536

The "key" component of an internal service fund is operating income since operating revenues should approximate operating expenses on an annual basis. The health self-insurance net position at year end is 104% of health claims for 2022.

Employees Medical Self-Insurance Funds (Continued)

Below is a chart illustrating the change in net position and cash in the Health Self-Insurance fund over the past 5 years:



WATER UTILITY

The Water Utility reported an increase in net position of $1,492,930 and an operating gain of $1,239,920 for the year ended December 31, 2022.

	2022	2021
Operating Revenues		
Metered sales	$ 5,516,819	$ 5,452,875
Fire protection	1,431,352	1,420,755
Other	321,828	335,907
Total Operating Revenues	7,269,999	7,209,537
Operating Expenses		
Operation and maintenance	5,200,095	5,222,869
Depreciation	770,604	742,558
Taxes	59,380	54,126
Total Operating Expenses	6,030,079	6,019,553
Operating Income	1,239,920	1,189,984
Nonoperating Revenues (Expenses)		
Interest revenue	649	275
Interest and fiscal charges	(7,516)	(32,508)
Total Nonoperating Revenues (Expenses)	(6,867)	(32,233)
Income before Contributions and Transfers	1,233,053	1,157,751
Capital contributions	672,250	-
Transfers out	(412,373)	(488,907)
Change in Net Position	$ 1,492,930	$ 668,844

Below is a summarized cash flow for the year ended December 31, 2022 for the Water Utility with a comparative to 2021:

	2022	2021
Cash Flows from Operating Activities	$ 2,097,039	$ 1,694,931
Transfer out to the general fund	(412,373)	(488,907)
Principal payments on long-term debt	(100,000)	(470,000)
Interest payments on long-term debt	(10,875)	(26,618)
Amounts available to fund capital assets	1,573,791	709,406
Acquisition of capital assets	(863,876)	(1,560,910)
Net Change in Cash for Year Ended December 31	$ 709,915	$ (851,504)
Due to City's other funds	$ 4,679,237	$ 5,389,801

WASTEWATER UTILITY

A comparative summary of the Wastewater Utility's change in net position for the years ended December 31, 2022 and 2021 appears below:

	2022	2021
Operating Revenues		
Measured sales	$ 7,606,943	$ 7,507,905
Other	2,813,897	3,303,165
Total Operating Revenues	10,420,840	10,811,070
Operating Expenses		
Operation and maintenance	7,494,436	8,075,738
Depreciation	679,765	661,220
Total Operating Expenses	8,174,201	8,736,958
Operating Income	2,246,639	2,074,112
Nonoperating Expenses		
Interest and fiscal charges	(889)	(10,181)
Income before Contributions and Transfers	2,245,750	2,063,931
Capital contributions	500,548	500,548
Transfers out	(257,093)	(255,728)
Change in Net Position	$ 2,489,205	$ 2,308,751

Below is a summarized cash flow for the year ended December 31, 2022 for the Wastewater Utility with a comparative to 2021:

	2022	2021
Cash Flows from Operating Activities	$ 2,644,209	$ 3,323,979
Transfer out to the general fund	(257,093)	(255,728)
Cash Flows from Capital and Related Financing Activities:		
Acquisition of capital assets	(633,428)	(774,613)
Principal payments on long-term debt	(400,000)	(390,000)
Interest payments on long-term debt	(33,370)	(26,349)
Net Cash Flows from Capital and Related Financing Activities	(1,066,798)	(1,190,962)
Net Change in Cash for Year Ended December 31	$ 1,320,318	$ 1,877,289

The City used cash on hand to fund capital assets during 2022.

STORMWATER UTILITY

A comparative summary of the Stormwater Utility's change in net position for the years ended December 31, 2022 and 2021 appears below:

	2022	2021
Operating Revenues		
Charges for services	$ 2,085,408	$ 1,951,031
Operating Expenses		
Operation and maintenance	1,077,056	945,624
Depreciation	526,202	501,850
Total Operating Expenses	1,603,258	1,447,474
Operating Income	482,150	503,557
Capital contributions	694,492	-
Change in Net Position	$ 1,176,642	$ 503,557

In 2022, the Stormwater Utility had an operating income of $482,150 in 2022 compared to an operating income of $503,557 in 2021.

CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Phone: 920/339-4050
Fax No.: 920/330-9491
Web: http://de-pere.org

July 28, 2023

CliftonLarsonAllen LLP
1175 Lombardi Ave, Suite 200
Green Bay, Wisconsin 54304

This representation letter is provided in connection with your audit of the financial statements of City of De Pere, which comprise the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information as of December 31, 2022, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to misstatements that are material. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

We confirm, to the best of our knowledge and belief, as of July 28, 2023, the following representations made to you during your audit of the financial statements as of and for the year ended December 31, 2022.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement agreement dated November 28, 2022, for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP. The financial statements include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.

2. We acknowledge and have fulfilled our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.

4. We have identified all accounting estimates that could be material to the financial statements, including the key factors and significant assumptions used in making those estimates, and we believe the estimates (including those measured at fair value) and the significant assumptions used in making those accounting estimates are reasonable.

5. Significant estimates have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP. Significant estimates are estimates at the financial statement date that could change materially within the next year.

6. Related party relationships and transactions, including, but not limited to, revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.

7. No events, including instances of noncompliance, have occurred subsequent to the financial statement date and through the date of this letter that would require adjustment to, or disclosure in, the financial statements.

8. We have not identified or been notified of any uncorrected financial statement misstatements. In addition, you have proposed adjusting journal entries that have been posted to the entity's accounts. We have reviewed and approved those adjusting journal entries and understand the nature of the changes and their impact on the financial statements. We are in agreement with those adjustments and accept responsibility for them.

9. We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP, and we have not consulted a lawyer concerning litigation, claims, or assessments.

10. Guarantees, whether written or oral, under which the entity is contingently liable, if any, have been properly recorded or disclosed in accordance with U.S. GAAP.

11. Arrangements with financial institutions involving repurchase, reverse repurchase, or securities lending agreements, compensating balances, or other arrangements involving restrictions on cash balances and line-of-credit or similar arrangements, have been properly recorded or disclosed in the financial statements.

12. The fact that the amount of "uncollateralized" deposits or "uninsured, unregistered securities held by the counterparty, or by its trust department or agent but not in the entity's name" during the period significantly exceeded the amounts in those categories as of the financial statement date was properly disclosed in the financial statements.

13. Receivables recorded in the financial statements represent valid claims against debtors for transactions arising on or before the financial statement date and have been reduced to their estimated net realizable value.

14. The methods and significant assumptions used result in a measure of fair value appropriate for financial statement measurement and disclosure purposes.

15. We have analyzed all lease contracts and have considered and recorded material embedded leases contained within other contracts in accordance with U.S. GAAP.

16. We have implemented GASB Statement No. 87, *Leases,* during the audit period. We have implemented the new accounting standard in accordance with the transition guidance prescribed in the standard. We have sufficient and appropriate documentation supporting all estimates and judgments underlying the amounts recorded and disclosed in the financial statements.

17. We have no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.

18. We believe that the actuarial assumptions and methods used to measure pension and other postemployment benefits (OPEB) liabilities and costs for financial accounting purposes are appropriate in the circumstances.

19. We do not plan to make frequent amendments to our pension or other postretirement benefit plans.

Information Provided

1. We have provided you with:

    a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements such as records (including information obtained from within and outside of the general and subsidiary ledgers), documentation, and other matters.

    b. Additional information that you have requested from us for the purpose of the audit.

    c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.

    d. Complete minutes of the meetings of the governing board and related committees, or summaries of actions of recent meetings for which minutes have not yet been prepared.

    e. All communications from regulatory agencies, grantors, lenders, and other funding sources concerning noncompliance with, or deficiencies in, financial reporting practices.

    f. All communications from regulatory agencies, grantors, lenders, and other funding sources concerning noncompliance with the provisions of laws, regulations, contracts, and grant agreements.

    g. Access to all audit or relevant monitoring reports, if any, received from funding sources.

2. All material transactions have been recorded in the accounting records and are reflected in the financial statements.

3. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.

4. We have no knowledge of any fraud or suspected fraud that affects the entity and involves:

    a. Management;

    b. Employees who have significant roles in internal control; or

    c. Others when the fraud could have a material effect on the financial statements.

5. We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, grantors, regulators, or others.

6. We have no knowledge of any instances of noncompliance or suspected noncompliance with laws and regulations and provisions of contracts and grant agreements, or waste or abuse whose effects should be considered when preparing financial statements.

7. We are not aware of any pending or threatened litigation, claims, or assessments, or unasserted claims or assessments, that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP, and we have not consulted a lawyer concerning litigation, claims, or assessments.

8. There are no other material liabilities or gain or loss contingencies that are required to be accrued or disclosed in accordance with U.S. GAAP.

9. We have disclosed to you the identity of all the entity's related parties and all the related party relationships and transactions of which we are aware, including any side agreements.

10. The entity has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral, except as made known to you and disclosed in the financial statements.

11. We have a process to track the status of audit findings and recommendations.

12. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.

13. We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.

14. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to City of De Pere, including tax or debt limits and debt contracts; and we have identified and disclosed to you all laws, regulations, and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.

15. There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.

16. The entity has complied with all aspects of contractual or grant agreements that would have a material effect on the financial statements in the event of noncompliance.

17. We have complied with all restrictions on resources (including donor restrictions) and all aspects of contractual and grant agreements that would have a material effect on the financial statements in the event of noncompliance. This includes complying with donor requirements to maintain a specific asset composition necessary to satisfy their restrictions.

18. We have followed all applicable laws and regulations in adopting, approving, and amending budgets.

19. The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures, jointly governed organizations, and other related organizations.

20. The financial statements properly classify all funds and activities.

21. All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.

22. Components of net position (net investment in capital assets; restricted; and unrestricted) and equity amounts are properly classified and, if applicable, approved.

23. Investments, derivative instruments, and land and other real estate held by endowments are properly valued.

24. Provisions for uncollectible receivables have been properly identified and recorded.

25. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.

26. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.

27. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

28. Deposits and investment securities and derivative instruments are properly classified as to risk and are properly valued and disclosed.

29. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.

30. We have appropriately disclosed the entity's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.

31. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.

32. We acknowledge our responsibility for presenting the nonmajor fund combining statements, individual statements, and supporting schedules (the supplementary information) in accordance with U.S. GAAP, and we believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the

supplementary information. If the supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditors' report thereon.

33. As part of your audit, you prepared the draft financial statements, related notes, and supplementary information. We have designated an individual who possesses suitable skill, knowledge, and/or experience to understand and oversee your services; have made all management judgments and decisions; and have assumed all management responsibilities. We have evaluated the adequacy and results of the service. We have reviewed, approved, and accepted responsibility for those financial statements, related notes, and supplementary information. We have also ensured that the entity's data and records are complete and received sufficient information to oversee the service.

34. We have evaluated the adequacy and results of the depreciation services performed and accept responsibility for the results. We acknowledge our responsibility for our depreciation schedules and have determined the methods and rates of depreciation and the salvage values used in the calculations. We have designated an individual who possesses suitable skill, knowledge, and/or experience to understand and oversee your depreciation services; have made all significant management judgments and decisions; and have assumed all management responsibilities. We have also ensured that the entity's data and records are complete and received sufficient information to oversee the service.

Signature: Pamela R. Manley Title: Finance Director

CITY OF DE PERE, WISCONSIN

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

YEAR ENDED DECEMBER 31, 2022



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CITY OF DE PERE, WISCONSIN
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INDEPENDENT AUDITORS' REPORT

City Council
City of De Pere, Wisconsin

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of De Pere, Wisconsin (the City) as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of December 31, 2022, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Note 1.G to the financial statements, effective January 1, 2022, the City adopted new accounting guidance for leases. The guidance requires lessees to recognize a right-to-use asset and corresponding lease liability and lessors to recognize a lease receivable and corresponding deferred inflow of resources for all leases with lease terms greater than twelve months. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

City Council
City of De Pere, Wisconsin

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the schedules relating to pensions and other postemployment benefits on pages 78 through 80 be presented to supplement the basic financial statements. Such information is the responsibility of management, and although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinions on the basic financial statements are not affected by this missing information.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The financial information listed in the table of contents as supplementary information for the year ended December 31, 2022 are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

City Council
City of De Pere, Wisconsin

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated July 28, 2023, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Green Bay, Wisconsin
July 28, 2023

BASIC FINANCIAL STATEMENTS

CITY OF DE PERE, WISCONSIN
STATEMENT OF NET POSITION
DECEMBER 31, 2022

	Governmental Activities	Business-type Activities	Total
ASSETS			
Cash and Investments	$ 32,193,953	$ 1,477,687	$ 33,671,640
Receivables:			
Taxes and Special Charges	11,860,778	-	11,860,778
Delinquent Taxes	8,214	-	8,214
Accounts	571,028	4,689,074	5,260,102
Special Assessments	981,905	-	981,905
Loans	182,816	-	182,816
Other	-	164,671	164,671
Leases	-	184,617	184,617
Internal Balances	(210,930)	210,930	-
Due from Other Governments	-	694,819	694,819
Inventories and Prepaid Items	196,321	26,343	222,664
Restricted Assets:			
Cash and Investments	2,799,370	150,000	2,949,370
Lease Receivable	97,452	667,181	764,633
Net Pension Asset	7,269,383	774,709	8,044,092
Capital Assets, Nondepreciable	15,848,323	121,348	15,969,671
Capital Assets, Depreciable	66,133,519	63,991,936	130,125,455
Total Assets	137,932,132	73,153,315	211,085,447
DEFERRED OUTFLOWS OF RESOURCES			
Pension Related Amounts	14,244,966	1,516,509	15,761,475
Other Postemployment Related Amounts	687,660	72,506	760,166
Total Deferred Outflows of Resources	14,932,626	1,589,015	16,521,641
LIABILITIES			
Accounts Payable	2,497,800	2,029,184	4,526,984
Accrued And Other Current Liabilities	1,003,390	13,215	1,016,605
Due to Other Governments	1,668	-	1,668
Accrued Interest Payable	428,204	5,616	433,820
Special Deposits	266,671	-	266,671
Unearned Revenues	2,613,574	-	2,613,574
Short-Term Note Payable	350,000	-	350,000
Long-Term Obligations:			
Due Within One Year	6,433,611	210,400	6,644,011
Due in More Than One Year	47,670,789	934,530	48,605,319
Other Postemployment Benefits	2,139,341	207,055	2,346,396
Total Liabilities	63,405,048	3,400,000	66,805,048
DEFERRED INFLOWS OF RESOURCES			
Property Taxes Levied For Subsequent Year	17,777,983	-	17,777,983
Lease Related Amounts	97,452	851,798	949,250
Pension Related Amounts	17,125,624	1,825,102	18,950,726
Other Postemployment Related Amounts	420,589	25,022	445,611
Total Deferred Inflows of Resources	35,421,648	2,701,922	38,123,570
NET POSITION			
Net Investment in Capital Assets	32,260,509	63,073,583	95,334,092
Restricted:			
Debt Service	1,557,692	-	1,557,692
Pension Benefits	7,269,383	774,709	8,044,092
Capital Project - TIDs	5,338,896	-	5,338,896
Equipment Replacement	-	150,000	150,000
Property Tax Relief and Economic Development	139,783	-	139,783
Development Loans	920,038	-	920,038
Recreation Scholarship	35,841	-	35,841
Housing	1,968,527	-	1,968,527
Park Land Acquisition	157,456	-	157,456
Unrestricted	4,389,937	4,642,116	9,032,053
Total Net Position	$ 54,038,062	$ 68,640,408	$ 122,678,470

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2022

FUNCTIONS/PROGRAMS	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Governmental Activities:				
General Government	$ 2,387,138	$ 415,865	$ -	$ -
Public Safety	9,837,761	2,196,998	421,014	-
Public Works	4,900,625	946,641	1,670,904	2,001,450
Sanitation	703,431	-	212,879	-
Health and Human Services	685,325	1,679	66,789	-
Culture and Recreation	4,067,206	986,469	2,613	647,313
Conservation and Development	6,869,913	50,981	1,497,500	5,263
Interest and Fiscal Charges	896,312	-	-	-
Total Governmental Activities	30,347,711	4,598,633	3,871,699	2,654,026
Business-Type Activities:				
Water Utility	6,052,996	7,269,999	-	672,250
Wastewater Collection	8,187,160	10,420,840	-	500,548
Stormwater Utility	1,617,250	2,085,408	-	694,492
Total Business-Type Activities	15,857,406	19,776,247	-	1,867,290
Total	$ 46,205,117	$ 24,374,880	$ 3,871,699	$ 4,521,316

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF ACTIVITIES (CONTINUED)
YEAR ENDED DECEMBER 31, 2022

FUNCTIONS/PROGRAMS	Net (Expense) Revenue and Changes in Net Position		
	Governmental Activities	Business-type Activities	Total
Governmental Activities:			
General Government	$ (1,971,273)	$ -	$ (1,971,273)
Public Safety	(7,219,749)	-	(7,219,749)
Public Works	(281,630)	-	(281,630)
Sanitation	(490,552)	-	(490,552)
Health and Human Services	(616,857)	-	(616,857)
Culture and Recreation	(2,430,811)	-	(2,430,811)
Conservation and Development	(5,316,169)	-	(5,316,169)
Interest and Fiscal Charges	(896,312)	-	(896,312)
Total Governmental Activities	(19,223,353)	-	(19,223,353)
Business-Type Activities:			
Water Utility	-	1,889,253	1,889,253
Wastewater Collection	-	2,734,228	2,734,228
Stormwater Utility	-	1,162,650	1,162,650
Total Business-Type Activities	-	5,786,131	5,786,131
Total	(19,223,353)	5,786,131	(13,437,222)
GENERAL REVENUES			
Taxes:			
Property Taxes	14,406,636	-	14,406,636
Tax Increments	3,113,261	-	3,113,261
Sales Tax	261	-	261
Other Taxes	252,627	-	252,627
Federal and State Grants and Other Contributions not Restricted to Specific Functions	2,460,094	-	2,460,094
Interest and Investment Earnings	(36,966)	41,378	4,412
Miscellaneous	145,127	-	145,127
Transfers	669,466	(669,466)	-
Total General Revenues and Transfers	21,010,506	(628,088)	20,382,418
CHANGE IN NET POSITION	1,787,153	5,158,043	6,945,196
Net Position - Beginning of Year	52,250,909	63,482,365	115,733,274
NET POSITION - END OF YEAR	$ 54,038,062	$ 68,640,408	$ 122,678,470

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2022

	General	Debt Service	Public Improvements
ASSETS			
Cash and Investments	$ 16,775,432	$ -	$ 1,086,557
Restricted Cash and Investments	-	1,985,896	-
Receivables:			
Taxes and Special Charges	3,299,359	4,438,614	942,276
Delinquent Taxes	8,214	-	-
Accounts	553,080	-	-
Special Assessments	47,001	-	488,634
Loans	-	-	-
Leases	97,452	-	-
Due from Other Funds	1,271,788	-	-
Advance to Other Funds	90,287	-	-
Inventories and Prepaid Items	196,321	-	-
Total Assets	$ 22,338,934	$ 6,424,510	$ 2,517,467
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
Liabilities:			
Accounts Payable	$ 689,283	$ -	$ 1,424,784
Accrued and Other Current Liabilities	1,010,290	-	-
Due to Other Funds	-	-	-
Due to Other Governments	1,668	-	-
Special Deposits	259,671	-	-
Unearned Revenues	-	-	-
Short-Term Note Payable	350,000	-	-
Total Liabilities	2,310,912	-	1,424,784
Deferred Inflows Of Resources			
Property Taxes Levied for Subsequent Year	9,216,564	4,438,614	942,276
Loans Receivable	-	-	-
Special Assessments	-	-	488,634
Lease Related Amounts	97,452	-	-
Total Deferred Inflows of Resources	9,314,016	4,438,614	1,430,910
Fund Balances:			
Nonspendable	1,553,749	-	-
Restricted	175,624	1,985,896	-
Committed	1,465,833	-	-
Unassigned	7,518,800	-	(338,227)
Total Fund Balances	10,714,006	1,985,896	(338,227)
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 22,338,934	$ 6,424,510	$ 2,517,467

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
BALANCE SHEET
GOVERNMENTAL FUNDS (CONTINUED)
DECEMBER 31, 2022

	Other Governmental Funds	Total
ASSETS		
Cash and Investments	$ 12,237,692	$ 30,099,681
Restricted Cash and Investments	813,474	2,799,370
Receivables:		
Taxes and Special Charges	3,180,529	11,860,778
Delinquent Taxes	-	8,214
Accounts	19,448	572,528
Special Assessments	446,270	981,905
Loans	182,816	182,816
Leases	-	97,452
Due from Other Funds	3,231,490	4,503,278
Advance to Other Funds	-	90,287
Inventories and Prepaid Items	-	196,321
Total Assets	$ 20,111,719	$ 51,392,630
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES		
Liabilities:		
Accounts Payable	$ 171,742	$ 2,285,809
Accrued and Other Current Liabilities	24,925	1,035,215
Due to Other Funds	4,503,278	4,503,278
Due to Other Governments	-	1,668
Special Deposits	-	259,671
Unearned Revenues	2,613,574	2,613,574
Short-Term Note Payable	-	350,000
Total Liabilities	7,313,519	11,049,215
Deferred Inflows Of Resources		
Property Taxes Levied for Subsequent Year	3,180,529	17,777,983
Loans Receivable	182,816	182,816
Special Assessments	446,270	934,904
	-	97,452
Total Deferred Inflows of Resources	3,809,615	18,993,155
Fund Balances:		
Nonspendable	-	1,553,749
Restricted	12,114,388	14,275,908
Committed	1,361,609	2,827,442
Unassigned	(4,487,412)	2,693,161
Total Fund Balances	8,988,585	21,350,260
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 20,111,719	$ 51,392,630

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
BALANCE SHEET
GOVERNMENTAL FUNDS (CONTINUED)
DECEMBER 31, 2022

RECONCILIATION TO THE STATEMENT OF NET POSITION

Total Fund Balances as Shown on Previous Page	$ 21,350,260
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets used in governmental activities are not current financial resources and therefore are not reported in the funds.	81,981,842
Other long-term assets are not available to pay current period expenditures and therefore are deferred in the funds.	1,117,720
Net position of the internal service fund is reported in the Statement of Net Position as governmental activities	1,604,389
Some deferred outflows and inflows of resources reflect changes in long-term liabilities and are not reported in the funds.	
Deferred Outflows Related to Pensions	14,244,966
Deferred Inflows Related to Pensions	(17,125,624)
Deferred Outflows Related to Other Postemployment Benefits	687,660
Deferred Inflows Related to Other Postemployment Benefits	(420,589)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.	
Bonds and Notes Payable	(49,865,000)
Lease Liability	(145,136)
Premium on Debt	(2,153,720)
Compensated Absences	(1,940,544)
Net Pension Liability (Asset)	7,269,383
Other Postemployment Benefit	(2,139,341)
Accrued Interest on Long-Term Obligations	(428,204)
Net Position of Governmental Activities as Reported on the Statement of Net Position	$ 54,038,062

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2022

	General	Debt Service	Public Improvements
REVENUES			
Taxes	$ 8,678,592	$ 4,049,205	$ 942,276
Special Assessments	-	-	2,633,623
Intergovernmental	4,214,969	-	273,625
Licenses and Permits	867,152	-	-
Fines and Forfeits	250,348	-	-
Public Charges for Services	2,093,917	-	-
Intergovernmental Charges for Services	1,440,016	-	-
Miscellaneous	415,020	-	-
Total Revenues	17,960,014	4,049,205	3,849,524
EXPENDITURES			
Current:			
General Government	2,278,932	-	-
Public Safety	10,385,631	-	-
Public Works	2,128,653	-	-
Sanitation	730,450	-	-
Health and Human Services	913,540	-	-
Culture and Recreation	2,894,795	-	-
Conservation and Development	424,538	-	-
Debt Service:			
Principal	-	5,135,000	-
Interest and Fiscal Charges	-	1,052,279	56,565
Capital Outlay	-	-	6,451,665
Total Expenditures	19,756,539	6,187,279	6,508,230
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(1,796,525)	(2,138,074)	(2,658,706)
OTHER FINANCING SOURCES (USES)			
Long-Term Debt Issued	-	-	2,598,570
Lease Issued	145,136	-	-
Premium on Debt Issued	-	-	295,485
Proceeds from Sale of Capital Assets	-	-	-
Transfers in	1,954,395	2,705,324	-
Transfers out	(22,631)	(900,000)	(250,000)
Total Other Financing Sources (Uses)	2,076,900	1,805,324	2,644,055
NET CHANGE IN FUND BALANCES	280,375	(332,750)	(14,651)
Fund Balances - Beginning of Year	10,433,631	2,318,646	(323,576)
FUND BALANCES - END OF YEAR	$ 10,714,006	$ 1,985,896	$ (338,227)

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED, DECEMBER 31, 2022

	Other Governmental Funds	Total
REVENUES		
Taxes	$ 3,913,261	$ 17,583,334
Special Assessments	-	2,633,623
Intergovernmental	1,846,885	6,335,479
Licenses and Permits	75,778	942,930
Fines and Forfeits	-	250,348
Public Charges for Services	9,900	2,103,817
Intergovernmental Charges for Services	-	1,440,016
Miscellaneous	584,085	999,105
Total Revenues	6,429,909	32,288,652
EXPENDITURES		
Current:		
General Government	-	2,278,932
Public Safety	-	10,385,631
Public Works	-	2,128,653
Sanitation	-	730,450
Health and Human Services	-	913,540
Culture and Recreation	133,796	3,028,591
Conservation and Development	4,840,724	5,265,262
Debt Service:		
Principal	-	5,135,000
Interest and Fiscal Charges	103,611	1,212,455
Capital Outlay	3,891,688	10,343,353
Total Expenditures	8,969,819	41,421,867
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(2,539,910)	(9,133,215)
OTHER FINANCING SOURCES (USES)		
Long-Term Debt Issued	8,386,430	10,985,000
Lease Issued	-	145,136
Premium on Debt Issued	429,632	725,117
Proceeds from Sale of Capital Assets	21,031	21,031
Transfers in	922,631	5,582,350
Transfers out	(3,740,253)	(4,912,884)
Total Other Financing Sources (Uses)	6,019,471	12,545,750
NET CHANGE IN FUND BALANCES	3,479,561	3,412,535
Fund Balances - Beginning of Year	5,509,024	17,937,725
FUND BALANCES - END OF YEAR	$ 8,988,585	$ 21,350,260

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED, DECEMBER 31, 2022

RECONCILIATION TO THE STATEMENT OF ACTIVITIES

Net Change in Fund Balances as Shown on Previous Page	$	3,412,535
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation/amortization expense.		
Capital Assets Reported as Capital Outlay in Governmental Fund Statements		8,315,570
Depreciation/Amortization Expense Reported in the Statement of Activities		(3,866,542)
Net Book Value of Disposals		(54,159)
Governmental funds do not present revenues that are not available to pay current obligations. In contrast, such revenues are reported in the Statement of Activities when earned.		(851,879)
Debt issued provides current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position.		
Long-Term Debt Issued		(10,985,000)
Leases Issued		(145,136)
Premium on Debt Issued		(725,117)
G.O. Debt Principal Repaid		5,135,000
Some expenses reported in the Statement of Activities do not require the use of current financial resources and therefore are not reported as expenditures in the governmental funds:		
Accrued Interest on Long-Term Debt		(123,525)
Amortization of Debt Premium		436,897
Compensated Absences		(1,397)
Net Pension Asset		1,752,855
Deferred Outflows of Resources Related to Pensions		5,028,074
Deferred Inflows of Resources Related to Pensions		(5,040,718)
Other Postemployment Benefits		(201,801)
Deferred Outflows of Resources Related to Other Postemployment Benefits		(32,458)
Deferred Inflows of Resources Related to Other Postemployment Benefits		4,532
Internal service funds are used by management to charge the costs of certain activities to individual funds. The net revenue (expense) of the Internal service funds is reported with governmental activities.		(270,578)
Change in Net Position of Governmental Activities as Reported in the Statement of Activities	$	1,787,153

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL – GENERAL FUND
YEAR ENDED DECEMBER 31, 2022

	Budget			Variance Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	$ 8,706,441	$ 8,706,441	$ 8,678,592	$ (27,849)
Intergovernmental	3,737,846	3,737,846	4,214,969	477,123
Licenses and Permits	965,849	965,849	867,152	(98,697)
Fines and Forfeits	428,750	428,750	250,348	(178,402)
Public Charges for Services	1,647,938	1,647,938	2,093,917	445,979
Intergovernmental Charges for Services	1,442,174	1,442,174	1,440,016	(2,158)
Miscellaneous	280,292	280,292	415,020	134,728
Total Revenues	17,209,290	17,209,290	17,960,014	750,724
EXPENDITURES				
Current:				
General Government	2,417,883	2,510,931	2,278,932	231,999
Public Safety	10,015,648	10,093,249	10,385,631	(292,382)
Public Works	2,296,369	2,296,369	2,128,653	167,716
Sanitation	784,491	784,491	730,450	54,041
Health and Human Services	584,564	584,564	913,540	(328,976)
Culture and Recreation	2,720,374	2,724,107	2,894,795	(170,688)
Conservation and Development	406,933	406,933	424,538	(17,605)
Total Expenditures	19,226,262	19,400,644	19,756,539	(355,895)
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(2,016,972)	(2,191,354)	(1,796,525)	394,829
OTHER FINANCING SOURCES (USES)				
Lease Issued	-	-	145,136	145,136
Transfers in	2,016,973	2,016,973	1,954,395	(62,578)
Transfers out	-	-	(22,631)	(22,631)
Total Other Financing Sources (Uses)	2,016,973	2,016,973	2,076,900	59,927
NET CHANGE IN FUND BALANCE	1	(174,381)	280,375	454,756
Fund Balance - Beginning of Year	10,433,631	10,433,631	10,433,631	-
FUND BALANCE - END OF YEAR	$ 10,433,632	$ 10,259,250	$ 10,714,006	$ 454,756

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2022

	Enterprise Funds			
	Water Utility	Wastewater Treatment Plant Utility	Wastewater Utility	Stormwater Utility
ASSETS				
Current Assets:				
Cash and Investments	$ -	$ 396,435	$ -	$ 1,081,252
Receivables:				
Taxes and Special Charges	-	-	-	-
Customer Accounts	2,075,477	-	2,613,597	-
Leases	184,617	-	-	-
Other	164,671	-	-	-
Due from Other Funds	-	-	4,024,670	654,567
Due from Other Governments	-	694,819	-	-
Inventories and Prepaid Items	26,343	-	-	-
Total Current Assets	2,451,108	1,091,254	6,638,267	1,735,819
Noncurrent Assets:				
Restricted Assets:				
Cash and Investments	-	-	150,000	-
Other Assets:				
Net Pension Asset	116,780	-	234,963	238,349
Lease Receivables	851,798	-	-	-
Total Other Assets	968,578	-	234,963	238,349
Capital Assets:				
Nondepreciable	63,650	-	10,444	47,254
Depreciable	29,098,187	-	19,862,224	15,031,525
Total Capital Assets	29,161,837	-	19,872,668	15,078,779
Total Assets	32,581,523	1,091,254	26,895,898	17,052,947
DEFERRED OUTFLOWS OF RESOURCES				
Pension Related Amounts	590,034	-	460,206	466,269
Other Postemployment Related Amounts	28,208	-	21,991	22,307
Total Deferred Outflows of Resources	618,242	-	482,197	488,576

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF NET POSITION
PROPRIETARY FUNDS (CONTINUED)
DECEMBER 31, 2022

	Total	Governmental Activities - Internal Service Funds
ASSETS		
Current Assets:		
Cash and Investments	$ 1,477,687	$ 2,094,272
Receivables:		
Taxes and Special Charges	-	-
Customer Accounts	4,689,074	-
Leases	184,617	-
Other	164,671	-
Due from Other Funds	4,679,237	-
Due from Other Governments	694,819	-
Inventories and Prepaid Items	26,343	-
Total Current Assets	11,916,448	2,094,272
Noncurrent Assets:		
Restricted Assets:		
Cash and Investments	150,000	-
Other Assets:		
Net Pension Asset	590,092	-
Leases	851,798	-
Total Other Assets	1,441,890	-
Capital Assets:		
Nondepreciable	121,348	-
Depreciable	63,991,936	-
Total Capital Assets	64,113,284	-
Total Assets	77,621,622	2,094,272
DEFERRED OUTFLOWS OF RESOURCES		
Pension Related Amounts	1,516,509	-
Other Postemployment Related Amounts	72,506	-
Total Deferred Outflows of Resources	1,589,015	-

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF NET POSITION
PROPRIETARY FUNDS (CONTINUED)
DECEMBER 31, 2022

	Enterprise Funds			
	Water Utility	Wastewater Treatment Plant Utility	Wastewater Utility	Stormwater Utility
LIABILITIES				
Current Liabilities:				
Accounts Payable	$ 760,580	$ -	$ 1,084,822	$ 183,782
Accrued and Other Current Liabilities	5,565	-	4,187	3,463
Due to Other Funds	4,679,237	-	-	-
Current Portion of Long-Term Debt	105,200	-	105,200	-
Accrued Interest Payable	2,808	-	2,808	-
Total Current Liabilities	5,553,390	-	1,197,017	187,245
Long-Term Obligations, Less Current Portion:				
Advance from Other Funds	-	-	-	-
General Obligation Debt	324,673	-	324,673	-
Compensated Absences	95,201	-	91,852	98,131
Other Postemployment Benefits	80,554	-	62,798	63,703
Total Long-Term Liabilities	500,428	-	479,323	161,834
Total Liabilities	6,053,818	-	1,676,340	349,079
DEFERRED INFLOWS OF RESOURCES				
Lease Related Amounts	851,798	-	-	-
Pension Related Amounts	710,048	-	553,539	561,515
Other Postemployment Related Amounts	9,735	-	7,589	7,698
Total Deferred Inflows of Resources	1,571,581	-	561,128	569,213
NET POSITION				
Net Investment in Capital Assets	28,688,580	-	19,424,201	14,960,802
Restricted	116,780	-	384,963	238,349
Unrestricted	(3,230,994)	1,091,254	5,331,463	1,424,080
Total Net Position	$ 25,574,366	$ 1,091,254	$ 25,140,627	$ 16,623,231

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF NET POSITION
PROPRIETARY FUNDS (CONTINUED)
DECEMBER 31, 2022

	Total	Governmental Activities - Internal Service Funds
LIABILITIES		
Current Liabilities:		
Accounts Payable	$ 2,029,184	$ 188,666
Accrued and Other Current Liabilities	13,215	-
Due to Other Funds	4,679,237	-
Current Portion of Long-Term Debt	210,400	-
Accrued Interest Payable	5,616	-
Total Current Liabilities	6,937,652	188,666
Long-Term Obligations, Less Current Portion:		
Advance from Other Funds	-	90,287
General Obligation Debt	649,346	-
Compensated Absences	285,184	-
Other Postemployment Benefits	207,055	-
Total Long-Term Liabilities	1,141,585	90,287
Total Liabilities	8,079,237	278,953
DEFERRED INFLOWS OF RESOURCES		
Leases	851,798	-
Pension Related Amounts	1,825,102	-
Other Postemployment Related Amounts	25,022	-
Total Deferred Inflows of Resources	2,701,922	-
NET POSITION		
Net Investment in Capital Assets	63,073,583	-
Restricted	740,092	-
Unrestricted	4,615,803	1,815,319
Total Net Position	68,429,478	$ 1,815,319
Adjustment to reflect the consolidation of internal Service Fund Activities Related to Enterprise Funds	210,930	
Net Position of Business-Type Activities as Reported on the Statement of Net Position	$ 68,640,408	

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
YEAR ENDED DECEMBER 31, 2022

	Enterprise Funds			
	Water Utility	Wastewater Treatment Plant Utility	Wastewater Utility	Stormwater Utility
OPERATING REVENUES				
Charges for Services	$ 6,948,171	$ -	$ 7,606,943	$ 2,085,408
Other	321,828	-	2,813,897	-
Total Operating Revenues	7,269,999	-	10,420,840	2,085,408
OPERATING EXPENSES				
Claims and Administrative Fees	-	-	-	-
Operation and Maintenance	5,200,095	-	7,494,436	1,077,056
Depreciation	770,604	-	679,765	526,202
Taxes	59,380	-	-	-
Total Operating Expenses	6,030,079	-	8,174,201	1,603,258
OPERATING INCOME (LOSS)	1,239,920	-	2,246,639	482,150
NONOPERATING REVENUES (EXPENSES)				
Interest Income	649	40,729	-	-
Interest and Fiscal Charges	(7,516)	-	(889)	-
Total Nonoperating Revenues (Expenses)	(6,867)	40,729	(889)	-
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	1,233,053	40,729	2,245,750	482,150
Capital Contributions	672,250	-	500,548	694,492
Transfers Out	(412,373)	-	(257,093)	-
CHANGE IN NET POSITION	1,492,930	40,729	2,489,205	1,176,642
Net Position - Beginning of Year	24,081,436	1,050,525	22,651,422	15,446,589
NET POSITION - END OF YEAR	$ 25,574,366	$ 1,091,254	$ 25,140,627	$ 16,623,231

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS (CONTINUED)
YEAR ENDED DECEMBER 31, 2022

	Total	Governmental Activities - Internal Service Funds
OPERATING REVENUES		
Charges for Services	$ 16,640,522	$ 2,215,933
Other	3,135,725	-
Total Operating Revenues	19,776,247	2,215,933
OPERATING EXPENSES		
Claims and Administrative Fees	-	2,556,596
Operation and Maintenance	13,771,587	-
Depreciation	1,976,571	-
Taxes	59,380	-
Total Operating Expenses	15,807,538	2,556,596
OPERATING INCOME (LOSS)	3,968,709	(340,663)
NONOPERATING REVENUES (EXPENSES)		
Interest Income	41,378	28,622
Interest and Fiscal Charges	(8,405)	-
Total Nonoperating Revenues (Expenses)	32,973	28,622
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	4,001,682	(312,041)
Capital Contributions	1,867,290	-
Transfers Out	(669,466)	-
CHANGE IN NET POSITION	5,199,506	(312,041)
Net Position - Beginning of Year	63,229,972	2,127,360
NET POSITION - END OF YEAR	$ 68,429,478	$ 1,815,319
Change in Net Position, per Above	$ 5,199,506	
Adjustment to Reflect the Consolidation of Internal Service Fund Activities Related to Enterprise Funds	(41,463)	
Change in Net Position of Business-Type Activities as Reported on the Statement of Activities	$ 5,158,043	

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
YEAR ENDED DECEMBER 31, 2022

	Enterprise Funds			
	Water Utility	Wastewater Treatment Plant Utility	Wastewater Utility	Stormwater Utility
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash Received from Customers	$ 7,370,881	$ -	$ 10,439,733	$ 2,085,408
Cash Received for Services Provided	-	-	-	-
Cash Paid for Employee Wages and Benefits	(883,102)	-	(702,241)	(720,299)
Cash Paid to Suppliers	(4,390,740)	-	(7,093,283)	(240,118)
Net Cash Provided (Used) by Operating Activities	2,097,039	-	2,644,209	1,124,991
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Due to/from Other Funds	(710,564)	235,950	(1,320,318)	825,083
Transfer in (out)	(412,373)	-	(257,093)	-
Net Cash Provided (Used) by Noncapital Financing Activities	(1,122,937)	235,950	(1,577,411)	825,083
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Acquisition of Capital Assets	(863,876)	-	(633,428)	(868,822)
Proceeds from Sale of Treatment Plant	-	119,756	-	-
Principal Paid on Long-Term Debt	(100,000)	-	(400,000)	-
Interest Paid on Long-Term Debt	(10,875)	-	(33,370)	-
Net Cash Provided (Used) by Capital and Related Financing Activities	(974,751)	119,756	(1,066,798)	(868,822)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest Received	649	40,729	-	-
CHANGE IN CASH AND CASH EQUIVALENTS	-	396,435	-	1,081,252
Cash and Cash Equivalents - Beginning of Year	-	-	150,000	-
CASH AND CASH EQUIVALENTS - END OF YEAR	$ -	$ 396,435	$ 150,000	$ 1,081,252

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS (CONTINUED)
YEAR ENDED DECEMBER 31, 2022

	Total	Governmental Activities - Internal Service Funds
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash Received from Customers	$ 19,896,022	$ -
Cash Paid for Services Provided	-	2,215,933
Cash Paid for Employee Wages and Benefits	(2,305,642)	-
Cash Paid to Suppliers	(11,724,141)	(2,614,365)
Net Cash Provided (Used) by Operating Activities	5,866,239	(398,432)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Due to/from Other Funds	(969,849)	62,466
Transfer in (out)	(669,466)	-
Net Cash Provided (Used) by Noncapital Financing Activities	(1,639,315)	62,466
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Acquisition of Capital Assets	(2,366,126)	-
Proceeds from Sale of Treatment Plant	119,756	-
Principal Paid on Long-Term Debt	(500,000)	-
Interest Paid on Long-Term Debt	(44,245)	-
Net Cash Provided (Used) by Capital and Related Financing Activities	(2,790,615)	-
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest Received	41,378	28,622
CHANGE IN CASH AND CASH EQUIVALENTS	1,477,687	(307,344)
Cash and Cash Equivalents - Beginning of Year	150,000	2,401,616
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 1,627,687	$ 2,094,272

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS (CONTINUED)
YEAR ENDED DECEMBER 31, 2022

	Enterprise Funds			
	Water Utility	Wastewater Treatment Plant Utility	Wastewater Utility	Stormwater Utility
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES				
Operating Income (Loss)	$ 1,239,920	$ -	$ 2,246,639	$ 482,150
Adjustments to Reconcile Operating (Used) by Operating Activities:				
Depreciation	770,604	-	679,765	526,202
Depreciation Charged to Sewer Utility	25,954	-	(25,954)	-
Change in Liability (Asset) and Deferred Outflows and Inflows of Resources:				
Pension	(71,133)	-	(56,415)	(57,020)
Other Postemployment Benefits	9,196	-	7,542	8,303
Change in Operating Assets and Liabilities:				
Accounts Receivables	100,882	-	18,893	-
Inventories and Prepaid Items	158	-	-	-
Accounts Payable	27,618	-	(210,944)	159,882
Accrued and Other Current Liabilities	(120)	-	(134)	(514)
Compensated Absences	(6,040)	-	(15,183)	5,988
Net Cash Provided (Used) by Operating Activities	$ 2,097,039	$ -	$ 2,644,209	$ 1,124,991
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO THE STATEMENT OF NET POSITION				
Cash and Cash Equivalents in Current Assets	$ -	$ 396,435	$ -	$ 1,081,252
Cash and Cash Equivalents in Restricted Assets	-	-	150,000	-
Total Cash and Cash Equivalents	$ -	$ 396,435	$ 150,000	$ 1,081,252
NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES				
Capital Contributions	$ 672,250	$ -	$ 500,548	$ 694,492

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS (CONTINUED)
YEAR ENDED DECEMBER 31, 2022

	Total	Governmental Activities - Internal Service Funds
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES		
Operating Income (Loss)	$ 3,968,709	$ (340,663)
Adjustments to Reconcile Operating (Used) by Operating Activities:		
Depreciation	1,976,571	-
Depreciation Charged to Sewer Utility	-	-
Change in Liability (Asset) and Deferred Outflows and Inflows of Resources:		
Pension	(184,568)	-
Other Postemployment Benefits	25,041	-
Change in Operating Assets and Liabilities:		
Accounts Receivables	119,775	-
Inventories and Prepaid Items	158	-
Accounts Payable	(23,444)	(57,769)
Accrued and Other Current Liabilities	(768)	-
Compensated Absences	(15,235)	-
Net Cash Provided (Used) by Operating Activities	$ 5,866,239	$ (398,432)
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO THE STATEMENT OF NET POSITION		
Cash and Cash Equivalents in Current Assets	$ 1,477,687	$ 2,094,272
Cash and Cash Equivalents in Restricted Assets	150,000	-
Total Cash and Cash Equivalents	$ 1,627,687	$ 2,094,272
NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES		
Capital Contributions	$ 1,867,290	$ -

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF FIDUCIARY NET POSITION
TAX COLLECTION CUSTODIAL FUND
DECEMBER 31, 2022

ASSETS	
Current Assets:	
Cash and Investments	$ 9,838,480
Receivables:	
Taxes	16,137,587
Total Assets	25,976,067
DEFERRED INFLOWS OF RESOURCES	
Property Taxes Levied for Subsequent Year	25,976,067
FIDUCIARY NET POSITION	
Restricted for Other Governments	$ -

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
TAX COLLECTION CUSTODIAL FUND
YEAR ENDED, DECEMBER 31, 2022

ADDITIONS	
Cash and Investments	$ 20,572,879
DEDUCTIONS	
Payments to Other Taxing Entities	20,572,879
CHANGE IN NET POSITION	-
Fiduciary Net Position - Beginning of Year	-
FIDUCIARY NET POSITION - END OF YEAR	$ -

See accompanying Notes to Basic Financial Statements.

CITY OF DE PERE, WISCONSIN
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The basic financial statements of the City of De Pere, Wisconsin (the City), have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The significant accounting principles and policies utilized by the City are described below:

A. Reporting Entity

The City is a municipal corporation governed by an elected eight member board. In accordance with GAAP, the basic financial statements are required to include the City and any separate component units that have a significant operational or financial relationship with the City. The City has not identified any component units that are required to be included in the basic financial statements in accordance with standards.

B. Related Organizations

The City's officials are also responsible for appointing the members of the boards of other organizations, but the City's accountability for these organizations does not extend beyond making the appointments. Therefore, these organizations are not included in the City's reporting entity. The Mayor and the City Council appoints some or all of the members of the following related organization:

De Pere Housing Authority

C. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the City. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which are primarily supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for services.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Government-Wide and Fund Financial Statements (Continued)

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Governmental funds include general, special revenue, debt service and capital projects funds. Proprietary funds include enterprise and internal service funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

The City reports the following major governmental funds:

General Fund

This is the City's primary operating fund. It accounts for all financial resources of the general government, except those accounted for in another fund.

Debt Service Fund

This fund accounts for the resources accumulated and payments made for principal and interest on long-term general obligation debt of governmental funds.

Public Improvements Fund

This fund accounts for the acquisition or construction of major capital facilities other than those financed by proprietary fund types.

Water Utility Fund

This fund accounts for the operations of the City's water utility.

Wastewater Treatment Plant Utility Fund

This fund is used to account for the collection of the long-term receivable from the sale of the City's wastewater treatment plant utility.

Wastewater Utility Fund

This fund accounts for the operations of the City's wastewater utility.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Government-Wide and Fund Financial Statements (Continued)

Stormwater Utility Fund

This fund accounts for the operations of the City's stormwater utility.
Additionally, the City reports the following fund types:

- *Internal service fund* accounts for health insurance and dental insurances services provided to other departments or agencies of the City, or to other governments, on a cost reimbursement basis.

- The City accounts for property taxes collected on behalf of other governments in a custodial fund.

D. Measurement Focus and Basis of Accounting

The government-wide financial statements are reported using the *economic resources measurement focus* and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Revenues susceptible to accrual include intergovernmental grants, intergovernmental charges for services, public charges for services and interest. Other revenues such as licenses and permits, fines and forfeits and miscellaneous revenues are recognized when received in cash or when measurable and available.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the City's water and sewer functions and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Measurement Focus and Basis of Accounting (Continued)

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, and fees and fines, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's proprietary funds are charges to customers for services. Operating expenses for proprietary funds include the costs of services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources, as they are needed.

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Fund Balance

1. Cash and Investments

Cash and investments are combined in the financial statements. Cash deposits consist of demand and time deposits with financial institutions and are carried at cost. Investments are stated at fair value. Fair value is the price that would be received to sell an asset in an orderly transaction between market participants at the measurement date. For purposes of the statement of cash flows, all cash deposits and highly liquid investments (including restricted assets) with a maturity of three months or less from date of acquisition are considered to be cash equivalents.

2. Property Taxes and Special Charges/Receivable

Property taxes and special charges consist of taxes on real estate and personal property and user charges assessed against City properties. They are levied during December of the prior year and become an enforceable lien on property the following January 1. Property taxes are payable in various options depending on the type and amount. Personal property taxes and special charges are payable on or before January 31 in full. Real estate taxes are payable in full by January 31 or in two equal installments on or before January 31 and July 31. Real estate taxes not paid by January 31 are purchased by the County as part of the February tax settlement. Delinquent personal property taxes remain the collection responsibility of the City. Special charges not paid by January 31 are held in trust by the County and remitted to the City, including interest, when collected by the County.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Fund Balance (Continued)

2. Property Taxes and Special Charges/Receivable (Continued)

In addition to its levy, the City also levies and collects taxes for the De Pere and West De Pere Schools, Brown County, and Northeast Wisconsin Technical College. Brown County currently collects the City's property taxes by agreement.

3. Accounts Receivable

Accounts receivable are recorded at gross amounts with uncollectible amounts recognized under the direct write-off method. No allowance for uncollectible accounts has been provided since it is believed that the amount of such allowance would not be material to the basic financial statements.

4. Special Assessments

Assessments against property owners for public improvements are generally not subject to full settlement in the year levied. Special assessments are placed on tax rolls on an installment basis. Revenue from special assessments recorded in governmental funds is recognized as collections are made or as current installments are placed on tax rolls. Installments placed on the 2021 tax roll are recognized as revenue in 2022. Special assessments are subject to collection procedures.

5. Loans Receivable

The City has received federal and state grant funds for economic development and housing rehabilitation loan programs and has passed the funds to various businesses and individuals in the form of loans. The City records a loan receivable and expenditure when the loan has been made and the funds disbursed. No allowance for uncollectible accounts has been provided since it is believed that the amount of such allowance would not be material to the basic financial statements. In the governmental funds, the City records a deferred inflow of resources for the net amount of the receivable. As the loans are repaid, revenue is recognized. Any unspent loan proceeds are presented as restricted fund balance in the fund financial statements.

6. Interfund Receivables and Payables

During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered. These receivables and payables are classified as "due from other funds" and "due to other funds" in the fund financial statements. Noncurrent portions of the interfund receivables for the general fund are reported as "advances to other funds" and are offset by nonspendable fund balance since they do not constitute expendable available financial resources and therefore are not available for appropriation.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Fund Balance (Continued)

6. Interfund Receivables and Payables (Continued)

The amount reported on the statement of net position for internal balances represents the residual balance outstanding between the governmental and business-type activities.

7. Inventories

Inventories are recorded at cost, which approximates market, using the first-in, first-out method. Inventories consist of expendable supplies held for consumption. The cost is recorded as an expenditure at the time individual inventory items are consumed rather than when purchased.

Inventories of governmental funds in the fund financial statements are classified as nonspendable fund balance to indicate that they do not represent spendable available financial resources.

8. Prepaid Items

Payments made to vendors that will benefit periods beyond the end of the current fiscal year are recorded as prepaid items and are accounted for on the consumption method.

Prepaid items of governmental funds in the fund financial statements are offset by nonspendable fund balance to indicate that they do not represent spendable available financial resources.

9. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of $5,000 or higher and an estimated useful life in excess of a year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Fund Balance (Continued)

9. Capital Assets (Continued)

Capital assets of the City are depreciated using the straight-line method over the following estimated useful lives:

Assets	Governmental Activities	Business-Type Activities
	Years	
Land Improvements	15 - 25	-
Buildings and Improvements	30 - 50	25 - 50
Machinery and Equipment	5 - 25	3 - 10
Infrastructure	25 - 100	25 - 100

10. Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused vacation and sick leave benefits in accordance with employee handbook policies and/or bargaining unit agreements. All vacation and sick leave is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in the governmental funds in the fund financial statements only if they have matured, for example, as a result of employee resignations and retirements.

11. Deferred Outflows/Inflows of Resources

Deferred outflows of resources are a consumption of net position by the government that is applicable to a future reporting period. Deferred inflows of resources are an acquisition of net position by the government that is applicable to a future reporting period. The recognition of those outflows and inflows as expenses or expenditures and revenues are deferred until the future periods to which the outflows and inflows are applicable.

Governmental funds may report deferred inflows of resources for unavailable revenues. The City reports unavailable revenues for special assessments and loan receivables. These inflows are recognized as revenues in the government-wide financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Fund Balance (Continued)

12. Long-Term Obligations

In the government-wide financial statements, and proprietary funds in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed as incurred.

In the fund financial statements, governmental funds recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

13. Leases

Lessor

The City is a lessor for noncancellable leases of buildings and land. The City recognizes a lease receivable and a deferred inflow of resources in the applicable governmental activities or business-type activities in the government-wide and in the governmental and proprietary fund financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease.
- Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Fund Balance (Continued)

13. Leases (Continued)

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

14. Pensions

For purposes of measuring the net pension liability (asset), deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense (revenue), information about the fiduciary net position of the Wisconsin Retirement System (WRS) and additions to/deductions from WRS' fiduciary net position have been determined on the same basis as they are reported by WRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

15. Other Postemployment Benefits Other Than Pensions (OPEB)

Defined Benefit Plan

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense (revenue), information about the fiduciary net position of the City's Other Postemployment Benefit Plan (the Plan) and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, the Plan recognizes benefit payments when due and payable in accordance with the benefit terms.

Local Retiree Life Insurance Fund

The fiduciary net position of the Local Retiree Life Insurance Fund (LRLIF) has been determined using the flow of economic resources measurement focus and the accrual basis of accounting. This includes for purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to other postemployment benefits, OPEB expense (revenue), and information about the fiduciary net position of the LRLIF and additions to/deductions from LRLIF's fiduciary net position have been determined on the same basis as they are reported by LRLIF. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Fund Balance (Continued)

16. Fund Equity

Governmental Fund Financial Statements

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The following classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

- **Nonspendable fund balance**. Amounts that are not in spendable form (such as inventory, prepaid items, or long-term receivables) or are legally or contractually required to remain intact.
- **Restricted fund balance**. Amounts that are constrained for specific purposes by external parties (such as grantor or bondholders), through constitutional provisions, or by enabling legislation.
- **Committed fund balance.** Amounts that are constrained for specific purposes by action of the City Council. These constraints can only be removed or changed by the City Council using the same action that was used to create them.
- **Assigned fund balance**. Amounts that are constrained for specific purposes by action of City management. The City Council has not authorized any City official or committee to assign fund balance. Residual amounts in any governmental fund, other than the General Fund, are also reported as assigned.
- **Unassigned fund balance**. Amounts that are available for any purpose. Positive unassigned amounts are only reported in the General Fund.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Fund Balance (Continued)

16. Fund Equity (Continued)

The City has adopted a fund balance spend-down policy regarding the order in which fund balance will be utilized. Where applicable, the policy requires restricted funds to be spent first, followed by committed funds, and then assigned funds. Unassigned funds would be spent last.

Government-Wide and Proprietary Fund Statements

Equity is classified as net position and displayed in three components:

- **Net investment in capital assets.** Amount of capital assets, net of accumulated depreciation/amortization, and capital related deferred outflows of resources less outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets and any capital related deferred inflows of resources.

- **Restricted net position**. Amount of net position that is subject to restrictions that are imposed by 1) external groups, such as creditors, grantors, contributors or laws or regulations of other governments or 2) law through constitutional provisions or enabling legislation.

- **Unrestricted net position**. Net position that is neither classified as restricted nor as net investment in capital assets.

F. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

G. Adoption of New Accounting Standards

In June 2017, the Governmental Accounting Standards Board (GASB) issued GASB Statement No. 87, *Leases*. This standard requires the recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and as inflows of resources or outflows of resources recognized based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this standard, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

G. Adoption of New Accounting Standards (Continued)

The City adopted the requirements of the guidance effective January 1, 2022 and has elected to apply the provisions of this standard to the beginning of the period of adoption. As a result of the implementation of this standard, the City recorded right-to-use assets.

NOTE 2 STEWARDSHIP AND COMPLIANCE

A. Budgets and Budgetary Accounting

The City follows these procedures in establishing the budgetary data reflected in the basic financial statements:

1. During November, City management submits to the City Council a proposed operating budget for the calendar year commencing the following January 1. The operating budget includes proposed expenditures and the means of financing them. After submission to the governing body, public hearings are held to obtain taxpayer comments. Following the public hearings, the proposed budget, including authorized additions and deletions, is legally enacted by City Council action.

2. Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for all governmental funds. Budget is defined as the originally approved budget plus or minus approved amendments. Individual amendments throughout the year were not material in relation to the original budget. Budget appropriations not expended during the year are closed to fund balance unless authorized by the governing body to be forwarded into the succeeding year's budget.

3. During the year, formal budgetary integration is employed as a management control device for the governmental funds adopting a budget.

4. Expenditures may not exceed appropriations provided in detailed budget accounts maintained for each activity or department of the City. Amendments to the budget during the year require initial approval by management and are subsequently authorized by the City Council.

5. Encumbrance accounting is not used by the City to record commitments related to unperformed contracts for goods or services.

The City did not have any material violation of legal or contractual provisions for the fiscal year ended December 31, 2022.

NOTE 2 STEWARDSHIP AND COMPLIANCE (CONTINUED)

B. Excess of Expenditures Over Budget Appropriations

The following expenditure accounts of the governmental funds had actual expenditures in excess of budget appropriations for the year ended December 31, 2022 as follows:

Funds	Excess Expenditures
General Government:	
Clerk/Treasurer	$ 19,106
Elections	1,832
Elections Outlay	38,660
Accounting and Finance	26,788
Data Processing Outlay	8,358
Personnel And Insurance Outlay	114
Legal	16,558
Legal Outlay	412
City Hall	3,972
City Hall Outlay	438
Public Safety:	
Police Department Outlay	186,935
Fire/Ambulance Department	173,647
Fire/Ambulance Department Outlay	23,244
Building and Electrical	2,449
Public Works:	
Street Machinery Repair Outlay	1,296
Municipal Service Center	25,281
Municipal Service Center Outlay	8,002
Engineer Outlay	10
Street Maintenance Outlay	39,349
Brush Pickup	6,744
Weed Cutting	2,795
Street Lighting	16,312
Street Lighting Outlay	9,450
Sanitation:	
Garbage and Refuse Collection	18,788
Recycling	7,024
Health and Human Services:	
Nurse	329,056
Culture and Recreation:	
Community Center	40,030
Park and Recreation Administration	23,205
Swimming Pools	46,057
Parks - General	34,774
Parks Outlay	25,369
Parks Equipment Maintenance	10,340
Boat Ramps Outlay	8,034
Forestry	41,756

NOTE 2 STEWARDSHIP AND COMPLIANCE (CONTINUED)

C. Deficit Fund Equity

The following funds had deficit fund balance as of December 31, 2022:

Funds	Deficit Fund Balance
Special Revenue Funds:	
De Pere Micro Fund Loan Program	$ 15,392
Capital Projects Funds:	
Public Improvements	338,227
Pool Capital Projects	1,240,530
TID No. 7	1,687,917
TID No. 10	1,489,911
TID No. 16	53,662

The City anticipates funding the above deficits from future revenues of the funds.

D. Property Tax Levy Limit

Wisconsin state statutes provide for a limit on the property tax levies for all Wisconsin cities, villages, towns, and counties. For the 2022 and 2023 budget years, Wisconsin Statutes limit the increase in the maximum allowable tax levy to the change in the City's January 1 equalized value as a result of net new construction. The actual limit for the City for the 2022 budget was 1.68%. The actual limit for the City for the 2023 budget was 2.29%. Debt service for debt authorized after July 1, 2005 is exempt from the levy limit. In addition, Wisconsin statutes allow the limit to be adjusted for the increase in debt service authorized prior to July 1, 2005 and in certain other situations.

NOTE 3 DETAILED NOTES ON ALL FUNDS

A. Cash and Investments

The City maintains various cash and investment accounts, including pooled funds that are available for use by all funds. Each fund's portion of these accounts is displayed on the financial statements as "Cash and investments".

Invested cash consists of deposits and investments that are restricted by Wisconsin Statutes to the following:

> Time deposits; repurchase agreements; securities issued by federal, state and local governmental entities; statutorily authorized commercial paper and corporate securities; and the Wisconsin local government investment pool.

The carrying amount of the City's cash and investments totaled $46,459,490 on December 31, 2022 as summarized below:

Petty Cash and Cash on Hand	$ 3,883
Deposits with Financial Institutions	22,162,682
Investments:	
U.S. Treasury Securities	3,992,611
Federal Agency Securities	2,234,558
Negotiable Certificate of Deposits	2,744,208
Corporate Bonds and Notes	223,694
Municipal Bonds	1,778,437
Money Market Mutual Funds	40,778
Wisconsin Local Government Investment Pool	13,278,639
Total	$ 46,459,490

Reconciliation to the Basic Financial Statements:

Government-Wide Statement of Net Position:	
Cash and Investments	$ 33,671,640
Restricted Cash and Investments	2,949,370
Fiduciary Fund Statement of Net Position:	
Cash and Investments	9,838,480
Total	$ 46,459,490

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

A. Cash and Investments (Continued)

Fair Value Measurements

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant observable inputs; Level 3 inputs are significant unobservable inputs. The City has the following fair value measurements as of December 31, 2022:

	Fair Value Measurements Using:		
	Level 1	Level 2	Level 3
Investments:			
U.S. Treasury Securities	$ -	$ 3,992,611	$ -
Federal Agency Securities	-	2,234,558	-
Corporate Bonds and Notes	-	223,694	-
Municipal Bonds	-	1,778,437	-
Money Market Mutual Funds	40,778	-	-
Negotiable Certificates of Deposit	-	2,744,208	-
Total	$ 40,778	$ 10,973,508	$ -

Deposits and investments of the City are subject to various risks. Presented below is a discussion of the City's deposits and investments and the related risks.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. Wisconsin statutes require repurchase agreements to be fully collateralized by bonds or securities issued or guaranteed by the federal government or its instrumentalities. The City's policy required collateralization for depository institutions rated average. Collateralization is not required for institutions rated superior or excellent.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

A. Cash and Investments (Continued)

Custodial Credit Risk (Continued)

Deposits with financial institutions within the state of Wisconsin are insured by the Federal Deposit Insurance Corporation (FDIC) in the amount of $250,000 for the combined amount of all time and savings deposits and $250,000 for interest-bearing and noninterest-bearing demand deposits per official custodian per insured depository institution. Deposits with financial institutions located outside the state of Wisconsin are insured by the FDIC in the amount of $250,000 for the combined amount of all deposit accounts per official custodian per depository institution. Also, the state of Wisconsin has a State Guarantee Fund which provides a maximum of $400,000 per public depository above the amount provided by an agency of the U.S. Government. However, due to the relatively small size of the State Guarantee Fund in relation to the Fund's total coverage, total recovery of insured losses may not be available. This coverage has been considered in determining custodial credit risk.

As of December 31, 2022, $22,035,841 of the City's deposits with financial institutions were in excess of federal and state depository insurance limits. $22,035,841 was collateralized with securities held by the pledging financial institution or its trust department or agent but not in the City's name.

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Wisconsin statutes limit investment in securities to the top two ratings assigned by nationally recognized statistical rating organizations. The City does not have an additional credit risk policy. Presented below is the actual rating as of the year-end for each investment type.

Investment Type	Amount	Exempt from Disclosure	AAA	Aa	A	Not Rated
U.S. Treasury Securities	$ 3,992,611	$ 3,992,611	$ -	$ -	$ -	$ -
Federal Agency Securities	2,234,558	-	2,234,558	-	-	-
Negotiable Certificates of Deposit	2,744,208	-	2,744,208	-	-	-
Corporate Bonds and Notes	223,694	223,694	-	-	-	-
Municipal Bonds	1,778,437	375,287	982,724	826,079	137,854	-
Money Market Mutual Funds	40,778	40,778	-	-	-	-
Wisconsin Local Government Investment Pool	13,278,639	13,278,639	-	-	-	-
Totals	$ 24,292,925	$ 17,911,009	$ 5,961,490	$ 826,079	$ 137,854	$ -

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

A. Cash and Investments (Continued)

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The City does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. As of June 30, 2022, the Wisconsin local government investment pool had a weighted average maturity of 74 days.

Information about the sensitivity of the fair values of the City's investments to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

		Remaining Maturity (in Months)			
Investment Type	Amount	12 Months or Less	13 to 24 Months	25 to 60 Months	More Than 60 Months
U.S. Treasury Securities	$ 3,992,611	$ 1,406,907	$ 913,362	$ 1,672,342	$ -
Federal Agency Securities	2,234,558	123,750	389,280	1,721,528	-
Negotiable Certificates of Deposit	2,744,208	729,459	710,357	1,304,392	-
Corporate Bonds and Notes	223,694	-	-	223,694	-
Municipal Bonds	1,778,437	510,570	624,081	643,786	-
Money Market Mutual Funds	40,778	40,778	-	-	-
Wisconsin Local Government Investment Pool	13,278,639	13,278,639	-	-	-
Totals	$ 24,292,925	$ 16,090,103	$ 2,637,080	$ 5,565,742	$ -

Investments with Fair Values Highly Sensitive to Interest Rate Fluctuations

The City's investments include the following investments that are highly sensitive to interest rate fluctuations (to a greater degree than already indicated in the information provided above):

Highly Sensitive Investments	Fair Value at Year-End
Mortgage backed securities. These securities are subject to early payment in a period of declining interest rates. The resultant reduction in expected total cash flows affects the fair value of these securities and makes the fair values of these securities highly sensitive to changes in interest rates.	$ 2,234,558

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

A. Cash and Investments (Continued)

Wisconsin Local Government Investment Pool

The City has investments in the Wisconsin Local Government Investment Pool of $13,278,639 at year-end. The LGIP is part of the State Investment Fund (SIF), and is managed by the State of Wisconsin Investment Board. The SIF is not registered with the Securities and Exchange Commission, but operates under the statutory authority of Wisconsin Chapter 25. The SIF reports the fair value of its underlying assets annually. Participants in the LGIP have the right to withdraw their funds in total on one day's notice.

B. Restricted Assets

Restricted assets on December 31, 2022 totaled $2,949,370 and consisted of cash and investments held for the following purposes:

Funds	Amount	Purpose
Debt Service Fund:		
Debt Retirement	$ 1,985,896	Resources available for debt retirement
Special Revenue Funds:		
Development Loans	813,474	Resources available for economic development loans
Total Governmental Funds	2,799,370	
Enterprise Funds:		
Wastewater Utility:		
Equipment Replacement	150,000	To be used for replacement of certain assets for DNR requirements
Total	$ 2,949,370	

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

C. Due from Other Governments

In prior years, the City of De Pere sold its wastewater treatment facility to the Green Bay Metropolitan Sewerage District (GMBSD) with the sale price repaid to the City over a 20 year period. The notes receivable from GBMSD was discounted using a 5% interest rate. Annual principal and interest payments of $160,485 are due annually through 2027, with a notes receivable balance of $694,819 as of December 31,2022 as summarized below.

Year Ended December 31,	Principal	Interest	Total
2023	$ 125,744	$ 34,741	$ 160,485
2024	132,031	28,454	160,485
2025	138,633	21,852	160,485
2026	145,564	14,921	160,485
2027	152,847	7,638	160,485
Total	$ 694,819	$ 107,606	$ 802,425

D. Leases Receivable

During the year ended December 31, 2022, the City recognized lease revenue and interest revenue in the governmental activities of $40,325 and $1,184, and in the business-type activities of $168,674 and $8,417, respectively, pursuant to these contracts.

A summary of the City's lease terms and interest rates is as follows:

Governmental Activities

Space lease. Monthly installments ranging from $3,254 to $3,520 including interest at 1%, termination date through 2025.

Business-Type Activities

Tower lease. Monthly installments ranging from $9,685 to $11,330 including interest at 1%, termination date through 2027.

Tower lease. Annual installments ranging from $33,280 to $37,435 including interest at 1%, termination date through 2026.

Tower lease. Quarterly installments ranging from $10,068 to $11,325 including interest at 1%, termination date through 2026.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

E. Capital Assets

Capital asset activity for the year ended December 31, 2022 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities:				
Capital Assets, Nondepreciable/Nonamortizable:				
Land	$ 9,369,077	$ -	$ 25,868	$ 9,343,209
Construction In Progress	-	6,505,114	-	6,505,114
Total Capital Assets, Nondepreciable/Nonamortizable	9,369,077	6,505,114	25,868	15,848,323
Capital Assets, Depreciable/Amortizable:				
Land Improvements	13,327,262	28,934	22,427	13,333,769
Buildings and Improvements	13,103,795	109,619	-	13,213,414
Machinery and Equipment	11,979,074	910,666	19,650	12,870,090
Infrastructure	86,636,595	1,887,066	138,448	88,385,213
Subtotals	125,046,726	2,936,285	180,525	127,802,486
Less Accumulated Depreciation/Amortization for:				
Land Improvements	2,989,608	618,432	14,858	3,593,182
Buildings and Improvements	8,391,511	339,723	-	8,731,234
Machinery and Equipment	8,371,444	696,925	19,650	9,048,719
Infrastructure	38,202,096	2,211,462	117,726	40,295,832
Subtotals	57,954,659	3,866,542	152,234	61,668,967
Total Capital Assets, Depreciable/Amortizable, Net	67,092,067	(930,257)	28,291	66,133,519
Governmental Activities Capital Assets, Net	$ 76,461,144	$ 5,574,857	$ 54,159	81,981,842
Less: Capital Related Debt				50,011,435
Less: Lease Liability				186,935
Less: Debt Premium				2,153,720
Less: Capital Related Accounts Payable				1,098,714
Add: Unspent Proceeds				3,729,471
Net Investment in Capital Assets				$ 32,260,509

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

E. Capital Assets (Continued)

	Beginning Balance	Increases	Decreases	Ending Balance
Business-Type Activities:				
Capital Assets, Nondepreciable:				
Land	$ 53,207	$ -	$ -	$ 53,207
Construction in Progress	-	68,141	-	68,141
Total Capital Assets, Nondepreciable	53,207	68,141	-	121,348
Capital Assets, Depreciable:				
Buildings and Improvements	892,181	-	-	892,181
Machinery and Equipment	6,842,008	66,567	1,300	6,907,275
Infrastructure	84,604,364	4,098,708	34,587	88,668,485
Subtotals	92,338,553	4,165,275	35,887	96,467,941
Less Accumulated Depreciation	30,535,321	1,976,571	35,887	32,476,005
Total Capital Assets, Depreciable, Net	61,803,232	2,188,704	-	63,991,936
Business-Type Activities Capital Assets, Net	$ 61,856,439	$ 2,256,845	$ -	64,113,284
Less: Capital Related Debt				840,000
Less: Debt Premium				19,746
Less: Capital Related Accounts Payable				179,955
Net Investment in Capital Assets				$ 63,073,583

Depreciation expense was charged to functions of the City as follows:

Governmental Activities:	
General Government	$ 120,266
Public Safety	339,344
Public Works	2,561,373
Culture and Recreation	845,559
Total Depreciation Expense - Governmental Activities	$ 3,866,542
Business-Type Activities:	
Water Utility	$ 770,604
Wastewater Utility	679,765
Stormwater Utility	526,202
Total Depreciation/Amortization Expense - Business-Type Activities	$ 1,976,571

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

F. Interfund Receivable, Payables, and Transfers

Interfund receivables and payables between individual funds of the City, as reported in the fund financial statements, as of December 31, 2022 are detailed below:

	Interfund Receivables	Interfund Payables
Temporary Cash Advances to Finance Operating Cash Deficits:		
Governmental Funds:		
General	$ 1,271,788	$ -
Cable Access	-	15,866
TID No. 6	2,931,512	-
TID No. 7	-	1,687,917
TID No. 8	299,978	-
TID No. 10	-	1,489,911
TID No. 16	-	53,662
De Pere Micro Loan Fund	-	15,392
Pool Capital Projects	-	1,240,530
Proprietary Fund:		
Wastewater Utility	4,024,670	-
Stormwater Utility	654,567	-
Water Utility	-	4,679,237
Subtotal	9,182,515	9,182,515
Long-Term Advances:		
General Fund	90,287	-
Internal Service Funds:		
Health Self Insurance	-	80,287
Dental Self Insurance	-	10,000
Subtotal	90,287	90,287
Totals	$ 9,272,802	$ 9,272,802

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

F. Interfund Receivable, Payables, and Transfers (Continued)

Interfund transfers for the year ended December 31, 2022 were as follows:

Funds	Transfer In	Transfer Out
General	$ 1,954,395	$ 22,631
Wastewater Collection Utility	-	257,093
Water Utility	-	412,373
Public Improvements	-	250,000
Capital Equipment	-	800,000
Pool Capital Projects	900,000	654,373
TID No. 6	-	324,560
TID No. 7	-	216,812
TID No. 8	-	274,754
TID No. 9	-	211,428
TID No. 10	-	516,872
TID No. 11	-	259,075
TID No. 12	-	89,046
TID No. 13	-	185,575
TID No. 14	-	152,750
TID No. 15	-	55,008
Cable Access	22,631	-
Debt Service	2,705,324	900,000
Total	$ 5,582,350	$ 5,582,350

Interfund transfers were made for the following purposes:

Transfer to Debt Service for Debt Payments	$ 2,705,324
Transfer to General Fund for Equipment Purchases	1,534,929
Transfer to General Fund for Payment in Lieu of Taxes	419,466
Transfer to Cable Access for Deficit	22,631
Transfer to Fund Pool Projects	900,000
Total	$ 5,582,350

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

G. Short-Term Obligations

The City issued short-term promissory notes in advance of property tax collections. Short-term debt activity for the year ended December 31, 2022 was as follows:

	Outstanding 1/1/22	Issued	Retired	Outstanding 12/31/22
Note	$ 350,000	$ 350,000	$ 350,000	$ 350,000

Short-term notes payable at December 31, 2022 of $350,000 consist of the following promissory notes:

	Date of Issue	Final Maturity	Interest Rates	Original Indebtedness	Balance 12/31/22
Note	12/21/21	2/24/23	7.25%	$ 350,000	$ 350,000

Total interest paid for the year on short-term debt totaled $1,414.

H. Long-Term Obligations

The following is a summary of changes in long-term obligations of the City for the year ended December 31, 2022:

	Beginning Balance	Issued	Retired	Ending Balance	Due Within One Year
Governmental Activities:					
General Obligation Debt:					
Bonds	$ 3,435,000	$ -	$ 615,000	$ 2,820,000	$ 620,000
Taxable bonds	295,000	-	145,000	150,000	150,000
Community Development Bonds	5,005,000	-	230,000	4,775,000	290,000
Notes	27,505,000	10,100,000	3,700,000	33,905,000	4,355,000
Taxable Notes	7,775,000	885,000	445,000	8,215,000	460,000
Total General Obligation Debt	44,015,000	10,985,000	5,135,000	49,865,000	5,875,000
Debt Premium	1,865,500	725,117	436,897	2,153,720	488,763
Lease Liability - Financed Purchased	-	145,136	-	145,136	69,848
Compensated Absences	1,939,147	199,014	197,617	1,940,544	-
Governmental Activities Long-Term Obligations	$ 47,819,647	$ 12,054,267	$ 5,769,514	$ 54,104,400	$ 6,433,611
Business-Type Activities:					
General Obligation Debt:					
Notes	$ 1,340,000	$ -	$ 500,000	$ 840,000	$ 205,000
Debt Premium	52,268	-	32,522	19,746	5,400
Compensated Absences	300,419	33,548	48,783	285,184	-
Business-Type Activities Long-Term Obligations	$ 1,692,687	$ 33,548	$ 581,305	$ 1,144,930	$ 210,400

Total interest paid during the year on long-term debt totaled $1,067,624.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

H. Long-Term Obligations (Continued)

General Obligation Debt

General obligation debt currently outstanding is detailed as follows:

	Date of Issue	Final Maturity	Interest Rates	Original Indebtedness	Balance 12/31/22
General Obligation Bonds:					
2013A	08/13/13	2028	3.00-3.625%	$ 5,650,000	$ 1,140,000
2014A	11/20/14	2029	2.00-3.00%	1,075,000	540,000
2014B	11/20/14	2023	2.00-3.00%	2,530,000	80,000
2017B	10/18/17	2027	2.75%	1,700,000	1,060,000
General Obligation Taxable Bonds:					
2013B	08/13/13	2023	2.00-3.50%	2,530,000	150,000
General Obligation Community Development Bonds:					
2018B	09/20/18	2033	3.25-5.00%	5,545,000	4,775,000
General Obligation Notes:					
2015A	09/24/15	2025	2.00-3.00%	8,285,000	1,020,000
2016A	10/19/16	2026	1.00-2.00%	7,915,000	3,070,000
2017A	10/18/17	2027	2.00-2.25%	2,015,000	885,000
2018A	09/20/18	2028	3.00-5.00%	2,600,000	1,540,000
2019A	10/21/19	2029	3.00-4.00%	8,715,000	5,805,000
2020A	10/14/20	2030	1.00-2.00%	8,340,000	6,630,000
2021A	10/15/21	2031	2.00%	6,375,000	5,695,000
2022A	09/07/22	2032	4.00%	10,100,000	10,100,000
General Obligation Taxable Notes:					
2016B	10/19/16	2026	2.00-2.25%	890,000	355,000
2019B	10/21/19	2029	2.25-2.70%	880,000	820,000
2020B	10/14/20	2030	0.35-1.40%	2,670,000	2,280,000
2021B	10/15/21	2031	0.35-1.80%	3,895,000	3,875,000
2022B	09/07/22	2032	0.35-1.80%	885,000	885,000
Total Outstanding General Obligation Debt					$ 50,705,000

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

H. Long-Term Obligations (Continued)

General Obligation Debt (Continued)

Annual principal and interest maturities of the outstanding general obligation debt of $50,705,000 on December 31, 2022 are detailed below:

Year Ended	Governmental Activities		Business-Type Activities		Totals	
December 31,	Principal	Interest	Principal	Interest	Principal	Interest
2023	$ 5,875,000	$ 1,363,855	$ 205,000	$ 16,800	$ 6,080,000	$ 1,380,655
2024	5,945,000	1,210,804	210,000	12,700	6,155,000	1,223,504
2025	6,005,000	1,049,156	210,000	8,500	6,215,000	1,057,656
2026	5,805,000	878,191	215,000	4,300	6,020,000	882,491
2027	5,420,000	712,471	-	-	5,420,000	712,471
2028-2032	20,360,000	1,650,634	-	-	20,360,000	1,650,634
2033	455,000	14,788	-	-	455,000	14,788
Total	$ 49,865,000	$ 6,879,899	$ 840,000	$ 42,300	$ 50,705,000	$ 6,922,199

For governmental activities, the other long-term liabilities are generally funded by the general fund.

Legal Margin for New Debt

The City's legal margin for creation of additional general obligation debt on December 31, 2022 was $93,660,475 as follows:

Equalized Valuation of the City	$ 2,887,309,500
Statutory Limitation Percentage	(x) 5%
General Obligation Debt Limitation, Per Section 67.03 of the Wisconsin Statutes	144,365,475
Total Outstanding General Obligation Debt Applicable to Debt Limitation	50,705,000
Legal Margin for New Debt	$ 93,660,475

I. Leases Liability: Finance Purchases

The City is required to make various monthly principal and interest payments. This lease has an interest rate of 7.79%. The equipment has an estimated useful life of three years. The financed purchase lease expires in 2024.

This lease agreement qualifies as a financed purchase for accounting purposes and, therefore, have been recorded at the present value of the future minimum lease payments as of the date of their inceptions. The asset acquired through a financed purchase lease is as follows:

Year Ended December 31,	Principal	Interest	Total
2023	$ 69,847	$ 11,306	$ 81,153
2024	75,289	5,865	81,154
Total	$ 145,136	$ 18,586	$ 162,307

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

J. Pension Plan

1. Plan Description

The Wisconsin Retirement System (WRS) is a cost-sharing, multiple-employer, defined benefit pension plan. WRS benefits and other plan provisions are established by Chapter 40 of the Wisconsin Statutes. Benefit terms may only be modified by the legislature. The retirement system is administered by the Wisconsin Department of Employee Trust Funds (ETF). The system provides coverage to all eligible state of Wisconsin, local government, and other public employees. All employees, initially employed by a participating WRS employer on or after July 1, 2011, expected to work at least 1200 hours a year (880 hours for teachers and school district educational support employees) and expected to be employed for at least one year from employee's date of hire are eligible to participate in the WRS.

ETF issued a standalone Annual Comprehensive (ACFR), which can be found at https://etf.wi.gov/reports-and-studies/financial-reports-and-statements.

Additionally, ETF issued a standalone Wisconsin Retirement System Financial report, which can also be found using the link above.

For employees beginning participation on or after January 1, 1990, and no longer actively employed on or after April 24, 1998, creditable service in each of five years is required for eligibility for a retirement annuity. Participants employed prior to 1990 and on or after April 24, 1998, and prior to July 1, 2011, are immediately vested. Participants who initially became WRS eligible on or after July 1, 2011, must have five years of creditable service to be vested.

Employees who retire at or after age 65 (54 for protective occupation and 62 for elected officials and executive service retirement plan participants), if hired on or before December 31, 2016 are entitled to a retirement benefit based on a formula factor, their final average earnings, and creditable service.

Final average earnings is the average of the participant's three highest earnings periods. Creditable service includes current service and prior service for which a participant received earnings and made contributions as required. Creditable service also includes creditable military service. The retirement benefit will be calculated as a money purchase benefit based on the employee's contributions plus matching employer's contributions, with interest, if that benefit is higher than the formula benefit.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

J. Pension Plan (Continued)

1. Plan Description (Continued)

Vested participants may retire at or after age 55 (50 for protective occupations) and receive an actuarially-reduced benefit. Participants terminating covered employment prior to eligibility for an annuity may either receive employee-required contributions plus interest as a separation benefit or leave contributions on deposit and defer application until eligible to receive a retirement benefit.

The WRS also provides death and disability benefits for employees.

2. Postretirement Adjustments

The Employee Trust Funds Board may periodically adjust annuity payments from the retirement system based on annual investment performance in accordance with s. 40.27, Wis. Stat. An increase (or decrease) in annuity payments may result when investment gains (losses), together with other actuarial experience factors, create a surplus (shortfall) in the reserves, as determined by the system's consulting actuary. Annuity increases are not based on cost of living or other similar factors. For Core annuities, decreases may be applied only to previously granted increases. By law, Core annuities cannot be reduced to an amount below the original, guaranteed amount (the floor) set at retirement. The Core and Variable annuity adjustments granted during recent years are as follows:

Year	Core Fund Adjustment	Variable Fund Adjustment
2012	-7.0%	-7%
2013	-9.6%	9%
2014	4.7%	25%
2015	2.9%	2%
2016	0.5%	-5%
2017	2.0%	4%
2018	2.4%	17%
2019	0.0%	-10%
2020	1.7%	21%
2021	5.1%	13%

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

J. Pension Plan (Continued)

3. Contributions

Required contributions are determined by an annual actuarial valuation in accordance with Chapter 40 of the Wisconsin Statutes. The employee required contribution is one-half of the actuarially determined contribution rate for general category employees, including teachers, Executives and Elected Officials. Starting on January 1, 2016, the Executives and Elected Officials category was merged into the General Employee Category. Required contributions for protective employees are the same rate as general employees. Employers are required to contribute the remainder of the actuarially determined contribution rate. The employer may not pay the employee required contribution unless provided for by an existing collective bargaining agreement.

During the year ending December 31, 2022, the WRS recognized $1,234,602 in contributions from the City.

Contribution rates for the reporting period are (per WRS Employer Rates website for 2022):

Employee Category	Employee	Employer
General (including teachers, executives and elected officials)	6.50%	6.50%
Protective with Social Security	6.50%	12.00%
Protective without Social Security	6.50%	16.40%

4. Pension Assets, Liabilities, Pension Expense (Revenue), and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2022, the City reported an asset of $8,044,092 for its proportionate share of the net pension asset. The net pension asset was measured as of December 31, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2020 rolled forward to December 31, 2021. No material changes in assumptions or benefit terms occurred between the actuarial valuation date and the measurement date. The City's proportion of the net pension asset was based on the City's share of contributions to the pension plan relative to the contributions of all participating employers. At December 31, 2021, the City's proportion was 0.09980036% which was an increase of 0.00198848% from its proportion measured as of December 31, 2020.

For the year ended December 31, 2022, the City recognized pension revenue of $693,612.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

J. Pension Plan (Continued)

4. Pension Assets, Liabilities, Pension Expense (Revenue), and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)

At December 31, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	$ 12,994,824	$ 937,066
Net Differences Between Projected and Actual Earnings on Pension Plan Investments	-	17,995,303
Changes in Assumptions	1,500,751	-
Changes in Proportion and Differences Between Employer Contributions and Proportionate Share of Contributions	31,298	18,357
Employer Contributions Subsequent to the Measurement Date	1,234,602	-
Total	$ 15,761,475	$ 18,950,726

$1,234,602 reported as deferred outflows related to pension resulting from the City's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability (asset) in the year ended December 31, 2023. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pension will be recognized in pension expense as follows:

Year Ended December 31,	(Revenue) Expense
2023	$ (369,417)
2024	(2,173,967)
2025	(957,420)
2026	(923,049)
Total	$ (4,423,853)

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

J. Pension Plan (Continued)

5. Actuarial Assumptions

The total pension liability in the December 31, 2021 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial Valuation Date:	December 31, 2020
Measurement Date of Net Pension Liability (Asset):	December 31, 2021
Experience Study:	January 1, 2018 - December 31, 2020 Published November 19, 2021
Actuarial Cost Method:	Entry Age
Asset Valuation Method:	Fair Value
Long-Term Expected Rate of Return:	6.8%
Discount Rate:	6.8%
Salary Increases:	
Wage Inflation	3.0%
Seniority/Merit	0.1%-5.6%
Mortality	2020 WRS Experience Mortality Table
Postretirement Adjustments*	1.7%

* *No postretirement adjustment is guaranteed. Actual adjustments are based on recognized investment return, actuarial experience and other factors. 1.7% is the assumed annual adjustment based on the investment return assumption and the postretirement discount rate.*

Actuarial assumptions are based upon an experience study conducted in 2021 that covered a three-year period from January 1, 2018 to December 31, 2020. Based on this experience study, actuarial assumptions used to measure the total pension liability charged form prior year, including the discount rate, long-term expected rate of return, postretirement adjustment, price inflation, mortality and separation rates. The total pension liability for December 31, 2021 is based upon a roll-forward of the liability calculated from the December 31, 2020 actuarial valuation.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

J. Pension Plan (Continued)

5. Actuarial Assumptions (Continued)

Long-Term Expected Return on Plan Assets. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

	Current Asset Allocation %	Long-Term Expected Nominal Rate of Return %	Long-Term Expected Real Rate of Return %
Core Fund Asset Class			
Global Equities	52%	6.8%	4.2%
Fixed Income	25%	4.3%	1.8%
Inflation Sensitive Assets	19%	2.7%	0.2%
Real Estate	7%	5.6%	3.0%
Private Equity/Debt	12%	9.7%	7.0%
Total Core Fund	100%	6.6%	4.0%
Variable Fund Asset Class			
U.S. Equities	70%	6.3%	3.7%
International Equities	30%	7.2%	4.6%
Total Variable Fund	100%	6.8%	4.2%

New England Pension Consultants Long Term US CPI (Inflation) Forecast: 2.5%

Asset Allocations are managed within established ranges, target percentages may differ from actual monthly allocations.

The investment policy used for the Core Fund involves reducing equity exposure by leveraging lower-volatility assets, such as fixed income securities. This results in an asset allocation beyond 100%. Currently, an asset allocation target of 15% policy leverage is used, subject to an allowable range of up to 20%.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

J. Pension Plan (Continued)

5. Actuarial Assumptions (Continued)

Single Discount Rate. A single discount rate of 6.80% was used to measure the Total Pension Liability, as opposed to a discount rate of 7.00% for the prior year. This single discount rate is based on the expected rate of return on pension plan investments of 6.80% and a municipal bond rate of 1.84% (Source: Fixed-income municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity Index's "20-year Municipal GO AA Index" as of December 31, 2021. In describing this index, Fidelity notes that the Municipal Curves are constructed using option-adjusted analytics of a diverse population of over 10,000 tax-exempt securities.). Because of the unique structure of WRS, the 6.80% expected rate of return implies that a dividend of approximately 1.7% will always be paid. For purposes of the single discount rate, it was assumed that the dividend would always be paid. The projection of cash flows used to determine this single discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments (including expected dividends) of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the City's proportionate share of the net pension liability (asset) to changes in the discount rate. The following presents the City's proportionate share of the net pension liability (asset) calculated using the discount rate of 6.80%, as well as what the City's proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (5.80%) or 1-percentage-point higher (7.80%) than the current rate:

	1% Decrease to Discount Rate (5.80%)	Current Discount Rate (6.80%)	1% Increase to Discount Rate (7.80%)
City's Proportionate Share of the Net Pension Liability (Asset)	$ 5,707,854	$ (8,044,092)	$ (17,942,935)

Pension plan fiduciary net position. Detailed information about the pension plan's fiduciary net position is available in separately issued financial statements available at https://etf.wi.gov/about-etf/reports-and-studies/financial-reports-and-statements.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

K. OTHER POSTEMPLOYMENT BENEFITS

The City reports OPEB related balances at December 31, 2022 as summarized below:

	OPEB Liability	Deferred Outflows of Resources	Deferred Inflows of Resources	OPEB Expense
Single-Employer Defined OPEB Plan	$ 196,464	$ 7,310	$ 185,795	$ 3,933
Local Retiree Life Insurance Fund (LRLIF)	2,149,932	752,856	259,816	271,945
Total	$ 2,346,396	$ 760,166	$ 445,611	$ 275,878

1. Single-Employer Defined OPEB Plan

Plan Description

The Plan is a single-employer defined benefit postemployment health plan that covers retired employees of the City. Eligible retired employees have access to group medical coverage through the City's group plan. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75. City paid medical benefits are paid for as indicated below. All employees of the City are eligible for the Plan if they meet the following age and service requirements below.

Benefits Provided

The City provides medical (including prescription drugs) and dental coverage for retired employees through the City's self-insured plans.

Employees Covered by Benefit Terms

At December 31, 2022, the following employees were covered by the benefit terms:

Inactive Employees or Beneficiaries Currently Receiving Benefit Payments	2
Active Employees	119
Total	121

Contributions

Certain retired plan members and beneficiaries currently receiving benefits are required to contribute specified amounts monthly towards the cost of insurance premiums based on the employee group and their retirement date. City paid medical and dental benefits are paid until the retiree or surviving spouse becomes eligible for Medicare.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

K. OTHER POSTEMPLOYMENT BENEFITS (Continued)

1. Single-Employer Defined OPEB Plan (Continued)

Total OPEB Liability

The City's total OPEB liability was determined by an actuarial valuation as of December 31, 2021 and rolled forward to December 31, 2022.

Actuarial Assumptions. The total OPEB liability in the December 31, 2021 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Actuarial Valuation Date:	December 31, 2020
Measurement Date of Net OPEB Liability (Asset):	December 31, 2022
Actuarial Cost Method:	Entry Age Normal
Health Care Trend:	Actual first year trend, then 6.40% decreasing by .10% per year down to 5.0%, and level therafter
Discount Rate:	4.25%
Municiapl Bond Rate Source	S&P Municipal 20 Year High Grade Index
Assmed rate of Inflation	2.50%
Mortality:	Wisconsin 2018 Mortality Table adjusted for future mortality using the MP-2018 generated improvement scale

The projection of cash flows used to determine the single discount rate assumed that plan would continue to be funded on a pay as you go basis. Based on these assumptions, the 20-year AA municipal bond rate was applied to all periods of projected benefits payment to determine the total OPEB liability.

The discount rate was changed to the 20-year AA municipal bond rate (2.00%) as of the measurement date. All other assumptions and methods remained unchanged from the valuation performed as of December 31, 2020.

Discount Rate. The discount rate used to measure the total OPEB liability was based on the 20-year AA municipal bond note.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

K. OTHER POSTEMPLOYMENT BENEFITS (Continued)

1. Single-Employer Defined OPEB Plan (Continued)

Changes in the Total OPEB Liability

	Increase (Decrease) Total OPEB Liability
Balance at December 31, 2021	$ 219,327
Changes for the Year:	
Service Cost	18,510
Interest	4,505
Differences Between Expected and Actual Experience	-
Changes of Assumptions	(39,218)
Benefit Payments	(6,660)
Net Changes	(22,863)
Balance at December 31, 2022	$ 196,464

Sensitivity of the total OPEB liability to changes in the discount rate. The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (3.25%) or 1-percentage-point higher (5.25%) than the current rate:

	1% Decrease to Discount Rate (3.25%)	Current Discount Rate (4.25%)	1% Increase to Discount Rate (5.25%)
Total OPEB Liability	$ 213,081	$ 196,464	$ 181,127

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rates. The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (6.4% decreasing to 4.0%) or 1-percentage-point higher (7.4% decreasing to 6.0%) than the current healthcare cost trend rates:

	1% Decrease (5.4% Decreasing to 4.0%)	Healthcare Cost Trend Rates (6.4% Decreasing to 5.0%)	1% Increase (7.4% Decreasing to 6.0%)
Total OPEB Liability	$ 174,802	$ 194,464	$ 221,943

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

K. OTHER POSTEMPLOYMENT BENEFITS (Continued)

1. Single-Employer Defined OPEB Plan (Continued)

OPEB Expense and Deferred Inflows of Resources Related to OPEB

For the year ended December 31, 2022, the City recognized OPEB expense of $3,933. At December 31, 2022, the City reported deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	$ -	$ 129,955
Changes in Assumptions	7,310	55,840
Total	$ 7,310	$ 185,795

The amounts above reported as deferred inflows of resources related to OPEB will be recognized in other postemployment benefit expense as follows:

Year Ended December 31,	(Revenue)/Expense
2023	$ (26,086)
2024	(26,086)
2025	(26,086)
2026	(26,086)
2027	(26,086)
Thereafter	(48,055)
Total	$ (178,485)

2. Local Retiree Life Insurance Fund

Plan Description

The LRLIF is a multiple-employer defined benefit OPEB plan. LRLIF benefits and other plan provisions are established by Chapter 40 of the Wisconsin Statutes. The Wisconsin Department of Employee Trust Funds (ETF) and the Group Insurance Board have statutory authority for program administration and oversight. The plan provides postemployment life insurance benefits for all eligible employees.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

K. OTHER POSTEMPLOYMENT BENEFITS (Continued)

2. Local Retiree Life Insurance Fund (Continued)

OPEB Plan Fiduciary Net Position

ETF issues a standalone Annual Comprehensive Financial Report (ACFR), which can be found at http://etf.wi.gov/about-eft/reports-and-studies/financial-reports-and-statements.

Additionally, ETF issued a standalone Retiree Life Insurance Financial Report, which can also be found using the link above.

Benefits Provided

The LRLIF plan provides fully paid up life insurance benefits for post-age 64 retired members and pre-65 retirees who pay for their coverage.

Contributions

The Group Insurance Board approves contribution rates annually, based on recommendations from the insurance carrier. Recommended rates are based on an annual valuation, taking into consideration an estimate of the present value of future benefits and the present value of future contributions. A portion of employer contributions made during a member's working lifetime funds a postretirement benefit.

Employers are required to pay the following contributions based on employee contributions for active members to provide them with Basic Coverage after age 65. There are no employer contributions required for pre-age 65 annuitant coverage. If a member retires prior to age 65, they must continue paying the member premiums until age 65 in order to be eligible for the benefit after age 65.

Contribution rates as of December 31, 2022 are:

Coverage Type	Employer Contribution
50% Postretirement Coverage	40% of Employee Contribution
25% Postretirement Coverage	20% of Employee Contribution

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

K. OTHER POSTEMPLOYMENT BENEFITS (Continued)

2. Local Retiree Life Insurance Fund (Continued)

Contributions (Continued)

Member contributions are based upon nine age bands through age 69 and an additional eight age bands for those age 70 and over. Participating members must pay monthly contribution rates per $1,000 of coverage until the age of 65 (age 70 if active). The member contribution rates in effect for the year ended December 31, 2021 are listed below:

Life Insurance
Employee Contribution Rates
For the Year Ended December 31, 2021

Attained Age	Basic	Supplemental
Under 30	$0.05	$0.05
30 - 34	0.06	0.06
35 - 39	0.07	0.07
40 - 44	0.08	0.08
45 - 49	0.12	0.12
50 - 54	0.22	0.22
55 - 59	0.39	0.39
60 - 64	0.49	0.49
65 - 69	0.57	0.57

During the year ended December 31, 2022, the LRLIF recognized $7,445 in contributions from the employer.

OPEB Liabilities, OPEB Expense (Revenue) and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

At December 31, 2022, the City reported a liability of $2,149,932 for its proportionate share of the net OPEB liability. The net OPEB liability was measured as of December 31, 2021, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of January 1, 2021 rolled forward to December 31, 2021. No material changes in assumptions or benefits terms occurred between the actuarial valuation date and the measurement date. The City's proportion of the net OPEB liability was based on the City's share of contributions to the OPEB plan relative to the contributions of all participating employers. At December 31, 2021, the City's proportion was 0.36375600%, which was a increase of 0.01798700% from its proportion measured as of December 31, 2020.

For the year ended December 31, 2022, the City recognized OPEB expense of $271,945.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

K. OTHER POSTEMPLOYMENT BENEFITS (Continued)

2. Local Retiree Life Insurance Fund (Continued)

OPEB Liabilities, OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)

At December 31, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	$ -	$ 109,366
Net Differences Between Projected and Actual Earnings on OPEB Plan Investments	27,972	-
Changes in Assumptions	649,568	104,208
Changes in Proportion and Differences Between Employer Contributions and Proportionate Share of Contributions	75,316	46,242
Total	$ 752,856	$ 259,816

The amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended December 31,	Expense
2023	$ 110,086
2024	106,841
2025	95,520
2026	115,152
2027	55,818
Thereafter	9,623
Total	$ 493,040

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

K. OTHER POSTEMPLOYMENT BENEFITS (Continued)

2. Local Retiree Life Insurance Fund (Continued)

OPEB Liabilities, OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)

Actuarial assumptions. The total OPEB liability in the January 1, 2021 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Actuarial Valuation Date:	January 1, 2021
Measurement Date of Net OPEB Liability (Asset):	December 31, 2021
Experience Study:	January 1, 2018 - December 31, 2020 Published November 19, 2021
Actuarial Cost Method:	Entry Age Normal
20 Year Tax-Exempt Municipal Bond Yield:	2.06%
Long-Term Expected Rate of Return:	4.25%
Discount Rate:	2.17%
Salary Increases:	
Wage Inflation	3.00%
Seniority/Merit	0.1% - 5.6%
Mortality:	2020 WRS Experience Mortality Table

Actuarial assumptions are based upon an experience study conducted in 2020 that covered a three-year period from January 1, 2018 to December 31, 2020. Based on this experience study, actuarial assumptions used to measure the total pension liability charged form prior year, including the discount rate, long-term expected rate of return, postretirement adjustment, price inflation, mortality and separation rates. The total OPEB liability for December 31, 2021 is based upon a roll-forward of the liability calculated from the December 31, 2021 actuarial valuation.

Long-term expected return on plan assets. The long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. Investments for the LRLIF are held with Securian, the insurance carrier. Interest is calculated and credited to the LRLIF based on the rate of return for a segment of the insurance carriers' general fund, specifically 10-year A- Bonds (as a proxy, and not tied to any specific investments). The overall aggregate interest rate is calculated using a tiered approach based on the year the funds were originally invested and the rate of return for that year. Investment interest is credited based on the aggregate rate of return and assets are not adjusted to fair market value. Furthermore, the insurance carrier guarantees the principal amounts of the reserves, including all interest previously credited thereto.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

K. OTHER POSTEMPLOYMENT BENEFITS (Continued)

2. Local Retiree Life Insurance Fund (Continued)

OPEB Liabilities, OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)

Asset Class	Index	Target Allocation	Long-Term Expected Geometric Real Rate of Return %
U.S. Intermediate Credit Bonds	Bloomberg U.S. Intermediate Credit	45%	1.68%
U.S. Long Credit Bonds	Bloomberg U.S. Long Credit	5%	1.82%
U.S. Mortgages	Bloomberg U.S. MBS	50%	1.94%
Inflation			2.30%
Long-Term Expected Rate of Return			4.25%

The long-term expected rate of return remained unchanged from the prior year at 4.25%. The long-term expected rate of return is determined by adding expected inflation to expected long-term returns and reflecting expected volatility and correlation. The expected inflation rate increased from 2.20% as of December 31, 2020 to 2.30% as of December 31, 2021.

Single discount rate. A single discount rate of 2.17% was used to measure the total OPEB liability for the current year, as opposed to a discount rate of 2.25% for the prior year. The significant change in the discount rate was primarily caused by the decrease in the municipal bond rate from 2.12% as of December 31, 2021 to 2.06% as of December 31, 2020. The Plan's fiduciary net position was projected to be insufficient to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the Total OPEB Liability is equal to the single equivalent rate that results in the same actuarial present value as the long-term expected rate of return applied to benefit payments, to the extent that the plan's fiduciary net position is projected to be sufficient to make projected benefit payments, and the municipal bond rate applied to benefit payment to the extent that the plan's fiduciary net position is projected to be insufficient. The plan's fiduciary net position was projected to be available to make projected future benefit payments of current plan members through December 31, 2036.

The projection of cash flows used to determine the single discount rate assumed that employer contributions will be made according to the current employer contribution schedule and that contributions are made by plan members retiring prior to age 65.

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

K. OTHER POSTEMPLOYMENT BENEFITS (Continued)

2. Local Retiree Life Insurance Fund (Continued)

OPEB Liabilities, OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)

Sensitivity of the City's proportionate share of net OPEB liability to changes in the discount rate. The following presents the City's proportionate share of the net OPEB liability calculated using the discount rate of 2.17%, as well as what the City's proportionate share of the net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.17%) or 1-percentage-point higher (3.17%) than the current rate:

	1% Decrease to Discount Rate (1.17%)	Current Discount Rate (2.17%)	1% Increase to Discount Rate (3.17%)
City's Proportionate Share of the Net OPEB Liability (Asset)	$ 2,916,683	$ 2,149,932	$ 1,572,984

Payable to the OPEB Plan

At December 31, 2022, the City reported no payable for the outstanding amount of contribution to the Plan required for the year ended December 31, 2022.

L. Fund Equity

Nonspendable Fund Balance

In the fund financial statements, portions of the governmental fund balances are amounts that cannot be spent because they are either 1) not in spendable form or 2) legally or contractually required to be maintained intact. At December 31, 2022, nonspendable fund balance was as follows:

General Fund:	
Nonspendable:	
Inventories and Prepaid Items	$ 196,321
Special Assessments	26,611
Advances to Other Funds	1,330,817
Total Nonspendable Fund Balance	$ 1,553,749

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

L. Fund Equity (Continued)

Restricted Fund Balance

In the fund financial statements, portions of governmental fund balances are not available for appropriation or are legally restricted for use for a specific purpose. At December 31, 2022, restricted fund balance was as follows:

General Fund:		
Restricted for:		
Property Tax Relief and Economic Development	$	139,783
Fire UTV Fund		629
Recreation Scholarship		35,212
Total General Fund Restricted Fund Balance		175,624
Debt Service Fund		1,985,896
Special Revenue Funds:		
Restricted for:		
Development Loans		920,038
Public Land Acquisition		157,456
Affordable Housing		1,968,527
Total Special Revenue Funds Balance		3,046,021
Capital Projects Funds:		
Restricted for:		
Capital Projects		
TID No. 6		2,931,512
TID No. 8		1,769,531
TID No. 9		542,289
TID No. 11		591,889
TID No. 12		1,893,168
TID No. 13		367,519
TID No. 14		414,190
TID No. 15		381,402
TID No. 17		176,867
Total Tax incremental Financing District Expenditures		9,068,367
Total Restricted Fund Balance	$	14,275,908

NOTE 3 DETAILED NOTES ON ALL FUNDS (CONTINUED)

L. Fund Equity (Continued)

Committed Fund Balance

In the fund financial statements, portions of government fund balances are committed by City Council action. At December 31, 2022, General Fund balance was committed as follows:

General Fund:	
Committed for:	
Nonlapsing Funds	$ 1,465,833
Special Revenue Funds:	
Committed for:	
Riverwalk Pier	580,740
Dog Park	13,390
Park Equipment	84,131
Total Special Revenue Fund Committed Fund Balance	678,261
Capital Project Funds:	
Committed for:	
Capital Equipment	678,512
Community Center	1,904
Police/Fire Expansion	2,932
Total Capital Project Funds	683,348
Total Committed Fund Balance	$ 2,827,442

Minimum General Fund Balance Policy

The City has also adopted a minimum fund balance policy of 25% of subsequent year budgeted expenditures for the general fund. The minimum fund balance is maintained for cash flow and working capital purposes. The minimum fund balance amount is calculated as follows:

Budgeted 2023 General Fund Expenditures	$ 20,591,971
Minimum Fund Balance %	(x) 25%
Minimum Fund Balance Amount	$ 5,147,993

The City's unassigned general fund balance of $7,518,800 is above the minimum fund balance amount.

NOTE 3 OTHER INFORMATION

A. Tax Incremental Financing

The City has established separate capital projects funds for twelve Tax Incremental City (TID) which were created by the City in accordance with Section 66.1105 of the Wisconsin Statutes. At the time the City was created, the property tax base within the City was "frozen" and increment taxes resulting from increases to the property tax base are used to finance City improvements, including principal and interest on long-term debt issued by the City to finance such improvements. The Statutes allow eligible project costs to be incurred up to five years prior to the maximum termination date. The City's City is still eligible to incur project costs.

Since creation of the TID's, the City has provided various financing sources to the TID. The foregoing amounts are not recorded as liabilities in the TID capital project fund but can be recovered by the City from any future excess tax increment revenues. As of December 31, 2022, the City can recover $16,080,080 from future excess tax increment revenues of the following. Furthermore, the intent of the City is to recover the above amounts from future TID surplus funds, if any, prior to termination of the respective Cities. Unless terminated by the City prior thereto, each TID has a statutory termination year as follows:

	TID No. 6	TID No. 7	TID No. 8	TID No. 9
Creation Date	3/3/1998	10/17/2006	8/21/2007	8/7/2012
Termination Date	2/17/2022	10/17/2033	8/21/2027	8/7/2039
Tax Increment Property Tax Revenues for 2022	$ -	$ 87,717	$ 271,469	$ 33,249
Net Unreimbursed Project Costs Due City	$ (8,078,842)	$ 4,322,171	$ 418,122	$ 2,405,968

	TID No. 10	TID No. 11	TID No. 12	TID No. 13
Creation Date	8/7/2012	9/1/2015	9/1/2015	7/18/2017
Termination Date	8/7/2032	9/1/2035	9/1/2035	7/18/2037
Tax Increment Property Tax Revenues for 2022	$ 120,688	$ 219,256	$ 224,990	$ 149,089
Net Unreimbursed Project Costs Due City	$ 4,931,536	$ 1,358,111	$ 1,621,832	$ 2,637,481

	TID No. 14	TID No. 15	TID No. 16	TID No. 17
Creation Date	9/19/2018	2/15/2020	2/21/2020	3/16/2021
Termination Date	12/31/2038	2/18/2040	2/21/2040	3/16/2042
Tax Increment Property Tax Revenues for 2022	$ 38,281	$ -	$ -	$ -
Net Unreimbursed Project Costs Due City	$ 940,809	$ 3,981,097	$ 53,662	$ 1,488,133

NOTE 4 OTHER INFORMATION (CONTINUED)

B. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The City completes an annual review of its insurance coverage to ensure adequate coverage. Settled claims have not exceeded coverage in each of the past three years.

In addition to the above, the City has established separate internal service funds for the following risk management programs:

Health Self-Insurance Fund

City employees, retirees and employee dependents are eligible for medical benefits from a health self-insurance fund. Funding is provided by charges to City departments, employees, and retirees. The program is supplemented by stop loss protection, which limits the City's annual liability. Fund expenses consist of payments to a third-party administrator for medical claims, stop loss insurance premiums and administrative fees. On December 31, 2022, the fund had a balance of $1,739,257.

The claims liability of $186,095 reported in the fund at December 31, 2022 is based on the requirements of GASB Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. Changes in the fund's claims liability amount are as follows:

	Liability January 1	Current Year Claims and Changes in Estimates	Claims Payments	Liability December 31
2022	$ 240,492	$ 1,679,556	$ 2,106,143	$ 186,095
2021	132,294	1,649,790	2,022,576	240,492

Dental Self-Insurance Fund

City employees, retirees and employee dependents are eligible for dental benefits from a dental self-insurance fund. Funding is provided by charges to City departments, employees and retirees. The program is supplemented by stop loss protection, which limits the City's annual liability. Fund expenses consist of payments to a third-party administrator for dental claims, stop loss insurance premiums and administrative fees. On December 31, 2022, the fund had a balance of $76,062.

NOTE 4 OTHER INFORMATION (CONTINUED)

B. Risk Management (Continued)

Dental Self-Insurance Fund (Continued)

The claims liability of $2,571 reported in the fund at December 31, 2022, is based on the requirements of GASB Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. Changes in the fund's claims liability amount are as follows:

	Liability January 1	Current Year Claims and Changes in Estimates	Claims Payments	Liability December 31
2022	$ 5,943	$ 133,174	$ 136,546	$ 2,571
2021	3,797	140,973	138,827	5,943

C. Contingencies

From time to time, the City is party to other various pending claims and legal proceedings. Although the outcome of such matters cannot be forecast with certainty, it is the opinion of management and the City that the likelihood is remote that any such claims or proceedings will have a material adverse effect on the City's financial position or results of operations.

D. Water Purchase Contract with Central Brown County Water Authority

The City of De Pere is a Charter member of the Central Brown County Water Authority with five other Brown County communities. The Authority was formed under Wisconsin Statutes in 1998 to provide a long-term solution to water quantity and quality concerns. In 2004, the Authority entered into a contract to purchase Lake Michigan water from the City of Manitowoc. In 2007 the Authority completed construction of a 30 mile water transmission main from the City of Manitowoc and a 35 mile long spoke transmission system to distribute the water to its individual members. To provide funds to complete construction projects, the Authority issued $136,625,000 of revenue bonds in June of 2005.

Each Charter Member has entered into a water purchase contract under which they agree to purchase wholesale water from the Authority. Rates charged to each member are billed monthly and are based on (1) operation and maintenance costs, (2) fixed costs, including debt service on the revenue bond and (3) required Security Fund deposits. During 2022, the City paid the Authority $3,642,175 in accordance with the water purchase contract.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF DE PERE, WISCONSIN
SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY (ASSET)
WISCONSIN RETIREMENT SYSTEM
LAST 10 MEASUREMENT PERIODS

Measurement Period Ending	Proportion of the Net Pension Liability (Asset)	Proportionate Share of the Net Pension Liability (Asset)	Covered Payroll	Proportionate Share of the Net Pension Liability (Asset) as a Percentage of Covered Payroll	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability (Asset)
12/31/14	0.08664090%	$ (2,128,138)	$ 9,073,681	23.45%	102.74%
12/31/15	0.08721909%	1,417,293	9,424,305	15.04%	98.20%
12/31/16	0.08851511%	729,575	9,577,125	7.62%	99.12%
12/31/17	0.09092334%	(2,699,621)	9,670,368	27.92%	102.93%
12/31/18	0.09310308%	3,312,315	10,029,996	33.02%	96.45%
12/31/19	0.09492159%	(3,060,705)	10,457,329	-29.27%	102.96%
12/31/20	0.09781188%	(6,106,531)	11,200,080	-54.52%	105.26%
12/31/21	0.09980036%	(8,044,092)	11,354,060	-70.85%	106.02%

SCHEDULE OF CONTRIBUTIONS
WISCONSIN RETIREMENT SYSTEM
LAST 10 FISCAL YEARS

Fiscal Year Ending	Contractually Required Contributions	Contributions in Relation to the Contractually Required Contributions	Contribution Deficiency (Excess)	Covered Payroll (fiscal year)	Contributions as a Percentage of Covered Payroll
12/31/15	$ 853,538	$ 853,538	$ -	$ 9,424,305	9.06%
12/31/16	862,667	862,667	-	9,577,125	9.01%
12/31/17	947,840	947,840	-	9,670,368	9.80%
12/31/18	976,960	976,960	-	10,029,996	9.74%
12/31/19	1,006,862	1,006,862	-	10,457,329	9.63%
12/31/20	1,156,889	1,156,889	-	11,200,080	10.33%
12/31/21	1,180,293	1,180,293	-	11,354,060	10.40%
12/31/22	1,234,602	1,234,602	-	12,055,709	10.24%

See accompanying Notes to Required Supplementary Information.

CITY OF DE PERE, WISCONSIN
SCHEDULE OF CHANGES IN OPEB LIABILITY AND RELATED RATIOS
LAST 10 MEASUREMENT PERIODS

	2022	2021	2020	2019	2018	2017
Total OPEB Liability:						
Service Cost	$ 18,510	$ 20,168	$ 18,239	$ 20,928	$ 22,795	$ 22,795
Interest	4,505	5,929	6,523	15,145	13,298	12,862
Differences Between Expected and Actual Experience	-	(44,531)	-	(157,218)	-	-
Changes of Assumptions	(39,218)	(11,767)	10,442	(6,038)	(13,769)	(5,254)
Benefit Payments	(6,660)	(7,758)	(12,016)	(13,749)	(31,655)	(14,784)
Net Change in Total OPEB Liability	(22,863)	(37,959)	23,188	(140,932)	(9,331)	15,619
Total OPEB Liability - Beginning	219,327	257,286	234,098	375,030	384,361	368,742
Total OPEB Liability - Ending	$ 196,464	$ 219,327	$ 257,286	$ 234,098	$ 375,030	$ 384,361
Covered-Employee Payroll	$ 10,509,539	$ 10,509,539	$ 9,732,159	$ 9,732,159	$ 7,447,066	$ 7,447,066
City's Total OPEB Liability as a Percentage of Covered-Employee Payroll	1.87%	2.09%	2.64%	2.41%	5.04%	5.16%

* The amounts presented for each fiscal year were determined as of the current fiscal year-end. Amounts for prior years were not available.

See accompanying Notes to Required Supplementary Information.

CITY OF DE PERE, WISCONSIN
SCHEDULE OF PROPORTIONATE SHARE OF THE NET OPEB LIABILITY (ASSET)
LOCAL RETIREE LIFE INSURANCE FUND
LAST 10 MEASUREMENT PERIODS

Measurement Period Ending	Proportion of the Net OPEB Liability (Asset)	Proportionate Share of the Net OPEB Liability (Asset)	Covered-employee Payroll	Proportionate Share of the Net OPEB Liability (Asset) as a Percentage of Covered-employee Payroll	Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability (Asset)
12/31/17	0.36553200%	$ 1,099,732	$ 9,670,368	11.37%	44.81%
12/31/18	0.37112800%	957,635	9,292,000	10.31%	48.69%
12/31/19	0.35037200%	1,491,952	9,509,000	15.69%	37.58%
12/31/20	0.34576900%	1,901,979	10,418,000	18.26%	31.36%
12/31/21	0.36375600%	2,149,932	10,514,000	20.45%	29.57%

SCHEDULE OF CONTRIBUTIONS
LOCAL RETIREE LIFE INSURANCE FUND
LAST 10 FISCAL YEARS

Fiscal Year Ending	Contractually Required Contributions	Contributions in Relation to the Contractually Required Contributions	Contribution Deficiency (Excess)	Covered-employee Payroll	Contributions as a Percentage of Covered-employee Payroll
12/31/17	$ 6,917	$ 6,917	$ -	$ 9,670,368	0.07%
12/31/18	7,150	7,150	-	9,292,000	0.08%
12/31/19	6,915	6,915	-	10,457,330	0.07%
12/31/20	6,829	6,829	-	10,418,000	0.07%
12/31/21	7,358	7,358	-	11,354,060	0.06%
12/31/22	7,445	7,445	-	10,514,000	0.07%

See accompanying Notes to Required Supplementary Information.

CITY OF DE PERE, WISCONSIN
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
DECEMBER 31, 2022

NOTE 1 WISCONSIN RETIREMENT SYSTEM

There were no changes of benefit terms for any participating employer in the WRS.

Changes of assumptions.

Based on a three-year experience study conducted in 2021 covering January 1, 2018 through December 31, 2020, the EFT Board adopted assumption changes that were used to measure the total pension liability beginning with the year-end December 31, 2021 including the following:

- Lowering the long-term expected rate of return from 7.0% to 6.8%
- Lowering the discount rate from 7.0 to 6.8%
- Lowering the price inflation rate from 2.5% to 2.4%
- Lowering the postretirement adjustments from 1.9% to 1.7%
- Mortality assumptions were changed to reflect updated trends by transitioning form the Wisconsin 2018 Mortality Table to the 2020 WRS Experience Mortality Table.

Based on a three-year experience study conducted in 2018 covering January 1, 2015 through December 31, 2017, the EFT Board adopted assumption changes that were used to measure the total pension liability beginning with the year-end December 31, 2018 including the following:

- Lowering the long-term expected rate of return from 7.2% to 7.0%
- Lowering the discount rate from 7.2% to 7.0%
- Lowering the wage inflation rate from 3.2% to 3.0%
- Lowering the price inflation rate from 2.7% to 2.5%
- Lowering the postretirement adjustments from 2.1% to 1.9%
- Mortality assumptions were changed to reflect updated trends by transitioning form the Wisconsin 2018 Mortality Table to the 2020 WRS Experience Mortality Table.

The City is required to present the last ten fiscal years of data; however accounting standards allow the presentation of as many years as are available until ten fiscal years are presented.

CITY OF DE PERE, WISCONSIN
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
DECEMBER 31, 2022

NOTE 2 OTHER POSTEMPLOYMENT BENEFITS

The City is required to present the last ten fiscal years of data; however accounting standard allow the presentation of as many years as are available until ten fiscal years are presented.

Single-Employer Defined Postemployment Benefit Plan

The discount rate was changed to the 20-year AA municipal bond rate (2.00%) for the measurement date of December 31, 2022. All other assumptions and methods remained unchanged from the valuation performed as of December 31, 2019. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

Local Retiree Life Insurance Fund (LRLIF)

Assumptions: The ETF Board adopted economic and demographic assumption changes based on a three year experience study performed for the Wisconsin Retirement System. These assumptions are used in the actuarial valuations of OPEB liabilities (assets) for the retiree life insurance programs and are summarized below.

The assumption changes that were used to measure the December 31, 2021 total OPEB liabilities, including the following:

- Lowering the prince inflation rate from 2.5% to 2.4%
- Mortality assumptions were changed to reflect update trends by transitioning from the Wisconsin 2018 Mortality Table to the 2020 WRS Experience Mortality Table.

The assumption changes that were used to measure the December 31, 2018 total OPEB liabilities, including the following:

- Lowering the long-term expected rate of return from 5.00% to 4.25%
- Lowering the wage inflation rate from 3.2% to 3.0%
- Lowering the price inflation rate from 2.7% to 2.5%
- Mortality assumptions were changed to reflect update trends by transitioning from the Wisconsin 2018 Mortality Table to the 2020 WRS Experience Mortality Table.

SUPPLEMENTARY INFORMATION

CITY OF DE PERE, WISCONSIN
GENERAL FUND
DETAILED COMPARISON OF BUDGETED AND ACTUAL REVENUES
YEAR ENDED DECEMBER 31, 2022

	Budget			Variance Final Budget - Positive (Negative)
	Original	Final	Actual	
Taxes:				
General Property	$ 8,615,156	$ 8,615,156	$ 8,615,155	$ (1)
Mobile Home	6,600	6,600	5,315	(1,285)
Excess Stadium District Sales Tax	120	120	381	261
Room Tax	9,500	9,500	10,626	1,126
Payments in Lieu of Taxes	21,665	21,665	1,395	(20,270)
Housing Authority	32,000	32,000	33,922	1,922
Interest and Penalties:				
Taxes	1,400	1,400	1,018	(382)
Special Assessments	20,000	20,000	10,780	(9,220)
Total Taxes	8,706,441	8,706,441	8,678,592	(27,849)
Intergovernmental:				
Law Enforcement Training	125,803	125,803	121,686	(4,117)
State Shared Taxes	1,488,436	1,488,436	1,488,148	(288)
Exempt Computer Aid	77,852	77,852	80,185	2,333
Fire Insurance	97,800	97,800	103,800	6,000
Rescue Squad	15,000	15,000	76,240	61,240
Transportation	1,399,991	1,399,991	1,396,114	(3,877)
Mass Transit	274,790	274,790	274,790	-
Public Health	60,199	60,199	66,789	6,590
Recycling	97,975	97,975	97,691	(284)
Other	100,000	100,000	509,526	409,526
Total Intergovernmental	3,737,846	3,737,846	4,214,969	477,123
Licenses and Permits:				
Licenses:				
Liquor and Malt Beverage	37,800	37,800	29,295	(8,505)
Operators	32,550	32,550	25,604	(6,946)
Cigarette	2,205	2,205	2,248	43
Food and Beverage	86,415	86,415	91,958	5,543
Cable Television	110,000	110,000	113,673	3,673
Trailer Park	100	100	-	(100)
Dog	3,780	3,780	4,363	583
Other Licenses/Permits	11,550	11,550	11,799	249
Permits:				
Construction	10,657	10,657	8,750	(1,907)
Electrical, Mechanical, and Plumbing	241,500	241,500	218,556	(22,944)
Sanitary Sewer	14,385	14,385	9,400	(4,985)
Zoning	414,907	414,907	351,506	(63,401)
Total Licenses and Permits	965,849	965,849	867,152	(98,697)

CITY OF DE PERE, WISCONSIN
GENERAL FUND
DETAILED COMPARISON OF BUDGETED AND ACTUAL REVENUES (CONTINUED)
YEAR ENDED DECEMBER 31, 2022

	Budget			Variance Final Budget - Positive (Negative)
	Original	Final	Actual	
Fines and Forfeits:				
Court Forfeitures and Costs	$ 393,750	$ 393,750	$ 212,145	$ (181,605)
Parking Violations	35,000	35,000	38,203	3,203
Total Fines and Forfeits	428,750	428,750	250,348	(178,402)
Public Charges for Services:				
General Government	39,585	39,585	34,749	(4,836)
Police	1,890	1,890	2,104	214
Alarm Monitoring Fees	5,250	5,250	11,100	5,850
Ambulance	791,590	791,590	1,028,163	236,573
Streets	58,800	58,800	80,958	22,158
Snow Removal	6,930	6,930	4,842	(2,088)
Weed Cutting	4,200	4,200	8,085	3,885
Recycling	16,800	16,800	3,687	(13,113)
Public Health	525	525	1,379	854
Community Center	39,127	39,127	65,899	26,772
Swimming Pools	206,115	206,115	255,548	49,433
Parks	14,595	14,595	32,381	17,786
Recreation	421,859	421,859	514,284	92,425
Concession Sales	40,672	40,672	50,738	10,066
Total Public Charges for Services	1,647,938	1,647,938	2,093,917	445,979
Intergovernmental Charges for Services:				
General Government	182,945	182,945	172,135	(10,810)
Public Safety	527,707	527,707	536,360	8,653
Public Works	731,522	731,522	731,521	(1)
Total intergovernmental charges for services	1,442,174	1,442,174	1,440,016	(2,158)
Miscellaneous:				
Investment Income	100,000	100,000	(65,590)	(165,590)
Donations	7,500	7,500	324,892	317,392
Sale of City Property	16,500	16,500	5,214	(11,286)
Rental Income	146,525	146,525	44,944	(101,581)
Department Revenue	9,189	9,189	105,560	96,371
Other	578	578	-	(578)
Total Miscellaneous	280,292	280,292	415,020	134,728
Total Revenues	$ 17,209,290	$ 17,209,290	$ 17,960,014	$ 750,724

CITY OF DE PERE, WISCONSIN
GENERAL FUND
DETAILED COMPARISON OF BUDGETED AND ACTUAL EXPENDITURES
YEAR ENDED DECEMBER 31, 2022

	Budget			Variance Final Budget - Positive
	Original	Final	Actual	(Negative)
General Government:				
Council	$ 80,846	$ 80,846	$ 76,269	$ 4,577
Municipal Court	116,410	116,410	116,018	392
Mayor	36,881	39,144	37,033	2,111
Administrator	162,313	162,313	157,402	4,911
Administrator Outlay	200	200	-	200
Clerk/Treasurer	242,893	242,893	261,999	(19,106)
Elections	55,350	55,350	57,182	(1,832)
Elections Outlay	2,500	2,500	41,160	(38,660)
Assessment of Property	97,492	97,492	97,341	151
Accounting and Finance	142,881	147,631	174,419	(26,788)
Accounting and Finance Outlay	500	500	195	305
Data Processing	205,841	205,841	197,526	8,315
Data Processing Outlay	10,000	10,000	18,358	(8,358)
Personnel and Insurance	411,864	411,864	389,159	22,705
Personnel and Insurance Outlay	500	6,781	6,895	(114)
Legal	292,061	349,311	365,869	(16,558)
Legal Outlay	1,000	1,000	1,412	(412)
City Hall	125,397	125,397	129,369	(3,972)
City Hall Outlay	18,000	23,938	24,376	(438)
Other General Government	414,954	431,520	126,950	304,570
Total General Government	2,417,883	2,510,931	2,278,932	231,999
Public Safety:				
Police Department	5,384,344	5,387,327	5,324,165	63,162
Police Department Outlay	-	38,800	225,735	(186,935)
Traffic Control	94,556	94,556	67,435	27,121
Fire/Ambulance Department	4,236,484	4,267,084	4,440,731	(173,647)
Fire/Ambulance Department Outlay	6,500	11,718	34,962	(23,244)
Building and Electrical	287,514	287,514	289,963	(2,449)
Jail	6,250	6,250	2,640	3,610
Total Public Safety	10,015,648	10,093,249	10,385,631	(292,382)
Public Works:				
Street Machinery Repair	111,708	111,708	111,697	11
Street Machinery Repair Outlay	1,592	1,592	2,888	(1,296)
Municipal Service Center	76,962	76,962	102,243	(25,281)
Municipal Service Center Outlay	3,300	3,300	11,302	(8,002)
Mechanics	156,467	156,467	134,659	21,808
Administration	125,087	125,087	124,671	416
Engineer	253,399	253,399	238,814	14,585
Engineer Outlay	2,000	2,000	2,010	(10)
Street Maintenance	138,437	138,437	121,246	17,191

CITY OF DE PERE, WISCONSIN
GENERAL FUND
DETAILED COMPARISON OF BUDGETED AND ACTUAL EXPENDITURES (CONTINUED)
YEAR ENDED DECEMBER 31, 2022

	Budget			Variance Final Budget - Positive (Negative)
	Original	Final	Actual	
Public Works (Continued):				
Street Maintenance Outlay	$ -	$ -	$ 39,349	$ (39,349)
Brush Pickup	102,525	102,525	109,269	(6,744)
Weed Cutting	14,479	14,479	17,274	(2,795)
Snow and Ice Control	275,108	275,108	171,253	103,855
Traffic Signs and Markings	163,202	163,202	134,420	28,782
Traffic Signs and Markings Outlay	2,500	2,500	2,080	420
Traffic Lights	41,000	41,000	34,135	6,865
Street Lighting	403,940	403,940	420,252	(16,312)
Street Lighting Outlay	-	-	9,450	(9,450)
Transit Systems	424,663	424,663	341,641	83,022
Total Public Works	2,296,369	2,296,369	2,128,653	167,716
Sanitation:				
Garbage and Refuse Collection	339,125	339,125	357,913	(18,788)
Landfill Waste Disposal	320,000	320,000	240,147	79,853
Recycling	125,366	125,366	132,390	(7,024)
Total Sanitation	784,491	784,491	730,450	54,041
Health and Human Services:				
Nurse	584,464	584,464	913,520	(329,056)
Board of Health	100	100	20	80
Total Health and Human Services	584,564	584,564	913,540	(328,976)
Culture and Recreation:				
Community Center	340,967	340,967	380,997	(40,030)
Special Events and Celebrations	35,213	35,213	10,106	25,107
Park and Recreation Administration	264,934	264,934	288,139	(23,205)
Recreation	585,287	585,287	558,108	27,179
Swimming Pools	483,127	483,127	529,184	(46,057)
Swimming Pools Outlay	-	750	750	-
Parks - General	542,734	545,717	580,491	(34,774)
Parks Outlay	-	-	25,369	(25,369)
Parks Equipment Maintenance	90,781	90,781	101,121	(10,340)
Boat Ramps	24,591	24,591	23,859	732
Boat Ramps Outlay	-	-	8,034	(8,034)
Forestry	329,180	329,180	370,936	(41,756)
Historical Society	23,560	23,560	17,701	5,859
Total Culture and Recreation	2,720,374	2,724,107	2,894,795	(170,688)
Conservation and Development:				
Economic Development	406,933	406,933	424,538	(17,605)
Total Expenditures	$ 19,226,262	$ 19,400,644	$ 19,756,539	$ (355,895)

CITY OF DE PERE, WISCONSIN
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
DECEMBER 31, 2022

	Special Revenue				
	Development Loan Program	Public Land Acquisition	Riverwalk Pier	Cable Access	Dog Park
ASSETS					
Cash and Investments	$ 106,564	$ 157,456	$ 580,740	$ -	$ 13,390
Restricted Cash and Investments	813,474	-	-	-	-
Receivables:					
Taxes and Special Charges	-	-	-	-	-
Accounts	-	-	-	19,448	-
Special Assessments	-	-	-	-	-
Loans	82,416	-	-	-	-
Due from Other Funds	-	-	-	-	-
Total Assets	$ 1,002,454	$ 157,456	$ 580,740	$ 19,448	$ 13,390
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
Liabilities:					
Accounts Payable	$ -	$ -	$ -	$ 2,978	$ -
Accrued and Other Current Liabilities	-	-	-	604	-
Due to Other Funds	-	-	-	15,866	-
Unearned Revenues	-	-	-	-	-
Total Liabilities	-	-	-	19,448	-
Deferred Inflows of Resources:					
Property Taxes Levied for Subsequent Year	-	-	-	-	-
Loans Receivable	82,416	-	-	-	-
Special Assessments	-	-	-	-	-
Total Deferred Inflows of Resources	82,416	-	-	-	-
Fund Balances:					
Restricted	920,038	157,456	-	-	-
Committed	-	-	580,740	-	13,390
Unassigned (Deficit)	-	-	-	-	-
Total Fund Balances	920,038	157,456	580,740	-	13,390
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 1,002,454	$ 157,456	$ 580,740	$ 19,448	$ 13,390

CITY OF DE PERE, WISCONSIN
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
DECEMBER 31, 2022

	Special Revenue				Capital Projects	
	Southwest Park Equipment	De Pere Micro Fund Loan	Local Fiscal Recovery Funds	Affordable Housing	Capital Equipment	Community Center
ASSETS						
Cash and Investments	$ 84,131	$ -	$ 2,613,574	$ 1,968,527	$ 700,112	$ 12,122
Restricted Cash and Investments	-	-	-	-	-	-
Receivables:						
Taxes and Special Charges	-	-	-	-	800,000	-
Accounts	-	-	-	-	-	-
Special Assessments	-	-	-	-	-	-
Loans	-	100,400	-	-	-	-
Due from Other Funds	-	-	-	-	-	-
Total Assets	$ 84,131	$ 100,400	$ 2,613,574	$ 1,968,527	$ 1,500,112	$ 12,122
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES						
Liabilities:						
Accounts Payable	$ -	$ -	$ -	$ -	$ 21,600	$ 10,218
Accrued and Other Current Liabilities	-	-	-	-	-	-
Due to Other Funds	-	15,392	-	-	-	-
Unearned Revenues	-	-	2,613,574	-	-	-
Total Liabilities	-	15,392	2,613,574	-	21,600	10,218
Deferred Inflows of Resources:						
Property Taxes Levied for Subsequent Year	-	-	-	-	800,000	-
Loans Receivable	-	100,400	-	-	-	-
Special Assessments	-	-	-	-	-	-
Total Deferred Inflows of Resources	-	100,400	-	-	800,000	-
Fund Balances:						
Restricted	-	-	-	1,968,527	-	-
Committed	84,131	-	-	-	678,512	1,904
Unassigned (Deficit)	-	(15,392)	-	-	-	-
Total Fund Balances	84,131	(15,392)	-	1,968,527	678,512	1,904
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 84,131	$ 100,400	$ 2,613,574	$ 1,968,527	$ 1,500,112	$ 12,122

CITY OF DE PERE, WISCONSIN
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
DECEMBER 31, 2022

	Capital Projects				
	Police/Fire Expansion	Pool Capital Projects	TID No. 6	TID No. 7	TID No. 8
ASSETS					
Cash and Investments	$ 2,932	$ -	$ -	$ -	$ 1,492,522
Restricted Cash and Investments	-	-	-	-	-
Receivables:					
Taxes and Special Charges	-	-	-	86,546	390,355
Accounts	-	-	-	-	-
Special Assessments	-	-	-	-	-
Loans	-	-	-	-	-
Due from Other Funds	-	-	2,931,512	-	299,978
Total Assets	$ 2,932	$ -	$ 2,931,512	$ 86,546	$ 2,182,855
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
Liabilities:					
Accounts Payable	$ -	$ -	$ -	$ -	$ 22,837
Accrued and Other Current Liabilities	-	-	-	-	132
Due to Other Funds	-	1,240,530	-	1,687,917	-
Unearned Revenues	-	-	-	-	-
Total Liabilities	-	1,240,530	-	1,687,917	22,969
Deferred Inflows of Resources:					
Property Taxes Levied for Subsequent Year	-	-	-	86,546	390,355
Loans Receivable	-	-	-	-	-
Special Assessments	-	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	86,546	390,355
Fund Balances:					
Restricted	-	-	2,931,512	-	1,769,531
Committed	2,932	-	-	-	-
Unassigned (Deficit)	-	(1,240,530)	-	(1,687,917)	-
Total Fund Balances	2,932	(1,240,530)	2,931,512	(1,687,917)	1,769,531
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 2,932	$ -	$ 2,931,512	$ 86,546	$ 2,182,855

CITY OF DE PERE, WISCONSIN
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
DECEMBER 31, 2022

	Capital Projects				
	TID No. 9	TID No. 10	TID No. 11	TID No. 12	TID No. 13
ASSETS					
Cash and Investments	$ 542,289	$ -	$ 592,290	$ 1,943,970	$ 368,128
Restricted Cash and Investments	-	-	-	-	-
Receivables:					
Taxes and Special Charges	44,894	170,348	330,579	699,346	167,515
Accounts	-	-	-	-	-
Special Assessments	-	-	-	446,270	-
Loans	-	-	-	-	-
Due from Other Funds	-	-	-	-	-
Total Assets	$ 587,183	$ 170,348	$ 922,869	$ 3,089,586	$ 535,643
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
Liabilities:					
Accounts Payable	$ -	$ -	$ 229	$ 50,660	$ -
Accrued and Other Current Liabilities	-	-	172	142	609
Due to Other Funds	-	1,489,911	-	-	-
Unearned Revenues	-	-	-	-	-
Total Liabilities	-	1,489,911	401	50,802	609
Deferred Inflows of Resources:					
Property Taxes Levied for Subsequent Year	44,894	170,348	330,579	699,346	167,515
Loans Receivable	-	-	-	-	-
Special Assessments	-	-	-	446,270	-
Total Deferred Inflows of Resources	44,894	170,348	330,579	1,145,616	167,515
Fund Balances:					
Restricted	542,289	-	591,889	1,893,168	367,519
Committed	-	-	-	-	-
Unassigned (Deficit)	-	(1,489,911)	-	-	-
Total Fund Balances	542,289	(1,489,911)	591,889	1,893,168	367,519
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 587,183	$ 170,348	$ 922,869	$ 3,089,586	$ 535,643

CITY OF DE PERE, WISCONSIN
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
DECEMBER 31, 2022

	Capital Projects				
	TID No. 14	TID No. 15	TID No. 16	TID No. 17	Totals
ASSETS					
Cash and Investments	$ 414,690	$ 404,668	$ -	$ 239,587	$ 12,237,692
Restricted Cash and Investments	-	-	-	-	813,474
Receivables:					
Taxes and Special Charges	26,938	464,008	-	-	3,180,529
Accounts	-	-	-	-	19,448
Special Assessments	-	-	-	-	446,270
Loans	-	-	-	-	182,816
Due from Other Funds	-	-	-	-	3,231,490
Total Assets	$ 441,628	$ 868,676	$ -	$ 239,587	$ 20,111,719
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
Liabilities:					
Accounts Payable	$ 500	$ -	$ -	$ 62,720	$ 171,742
Accrued and Other Current Liabilities	-	23,266	-	-	24,925
Due to Other Funds	-	-	53,662	-	4,503,278
Unearned Revenues	-	-	-	-	2,613,574
Total Liabilities	500	23,266	53,662	62,720	7,313,519
Deferred Inflows of Resources:					
Property Taxes Levied for Subsequent Year	26,938	464,008	-	-	3,180,529
Loans Receivable	-	-	-	-	182,816
Special Assessments	-	-	-	-	446,270
Total Deferred Inflows of Resources	26,938	464,008	-	-	3,809,615
Fund Balances:					
Restricted	414,190	381,402	-	176,867	12,114,388
Committed	-	-	-	-	1,361,609
Unassigned (Deficit)	-	-	(53,662)	-	(4,487,412)
Total Fund Balances	414,190	381,402	(53,662)	176,867	8,988,585
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 441,628	$ 868,676	$ -	$ 239,587	$ 20,111,719

CITY OF DE PERE, WISCONSIN
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2022

	Special Revenue				
	Development Loan Program	Public Land Acquisition	Riverwalk Pier	Cable Access	Dog Park
REVENUES					
Taxes	$ -	$ -	$ -	$ -	$ -
Intergovernmental	-	-	-	47,422	-
Licenses and Permits	-	-	-	75,778	-
Public Charges for Services	-	9,900	-	-	-
Miscellaneous	113,202	-	350,000	948	514
Total Revenues	113,202	9,900	350,000	124,148	514
EXPENDITURES					
Current:					
General Government	-	-	-	-	-
Culture and Recreation	-	-	-	133,796	-
Conservation and Development	-	-	-	-	-
Debt Service:					
Interest and Fiscal Charges	-	-	-	-	-
Capital Outlay	-	-	-	12,983	-
Total Expenditures	-	-	-	146,779	-
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	113,202	9,900	350,000	(22,631)	514
OTHER FINANCING SOURCES (USES)					
Long-Term Debt Issued	-	-	-	-	-
Premium on Debt Issued	-	-	-	-	-
Proceeds from Sale of Capital Assets	-	-	-	-	-
Transfers In	-	-	-	22,631	-
Transfers out	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	22,631	-
NET CHANGE IN FUND BALANCES	113,202	9,900	350,000	-	514
Fund Balances (Deficit) - Beginning of Year	806,836	147,556	230,740	-	12,876
FUND BALANCES (DEFICIT) - END OF YEAR	$ 920,038	$ 157,456	$ 580,740	$ -	$ 13,390

CITY OF DE PERE, WISCONSIN
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED DECEMBER 31, 2022

	Special Revenue				Capital Projects	
	Southwest Park Equipment	De Pere Micro Fund Loan	Local Fiscal Recovery Funds	Affordable Housing	Capital Equipment	Community Center
REVENUES						
Taxes	$ -	$ -	$ -	$ 1,968,527	$ 800,000	$ -
Intergovernmental	-	-	-	-	4,056	-
Licenses and Permits	-	-	-	-	-	-
Public Charges for Services	-	-	-	-	-	-
Miscellaneous	26,202	91,120	-	-	-	2,099
Total Revenues	26,202	91,120	-	1,968,527	804,056	2,099
EXPENDITURES						
Current:						
General Government	-	-	-	-	-	-
Culture and Recreation	-	-	-	-	-	-
Conservation and Development	-	416	-	-	-	-
Debt Service:						
Interest and Fiscal Charges	-	-	-	-	-	-
Capital Outlay	-	-	-	-	1,567,901	10,218
Total Expenditures	-	416	-	-	1,567,901	10,218
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	26,202	90,704	-	1,968,527	(763,845)	(8,119)
OTHER FINANCING SOURCES (USES)						
Long-Term Debt Issued	-	-	-	-	1,516,430	-
Premium on Debt Issued	-	-	-	-	-	-
Proceeds from Sale of Capital Assets	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-
Transfers out	-	-	-	-	(800,000)	-
Total Other Financing Sources (Uses)	-	-	-	-	716,430	-
NET CHANGE IN FUND BALANCES	26,202	90,704	-	1,968,527	(47,415)	(8,119)
Fund Balances (Deficit) - Beginning of Year	57,929	(106,096)	-	-	725,927	10,023
FUND BALANCES (DEFICIT) - END OF YEAR	$ 84,131	$ (15,392)	$ -	$ 1,968,527	$ 678,512	$ 1,904

CITY OF DE PERE, WISCONSIN
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED DECEMBER 31, 2022

	Capital Projects				
	Police/Fire Expansion	Pool Capital Projects	TID No. 6	TID No. 7	TID No. 8
REVENUES					
Taxes	$ -	$ -	$ -	$ 87,717	$ 271,469
Intergovernmental	-	-	32,563	6,998	230,172
Licenses and Permits	-	-	-	-	-
Public Charges for Services	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Total Revenues	-	-	32,563	94,715	501,641
EXPENDITURES					
Current:					
General Government	-	-	-	-	-
Culture and Recreation	-	-	-	-	-
Conservation and Development	-	-	3,764	56,979	59,256
Debt Service:					
Interest and Fiscal Charges	-	2,771	-	819	2,679
Capital Outlay	-	10,671	-	20,030	-
Total Expenditures	-	13,442	3,764	77,828	61,935
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	-	(13,442)	28,799	16,887	439,706
OTHER FINANCING SOURCES (USES)					
Long-Term Debt Issued	-	-	-	60,000	195,000
Premium on Debt Issued	-	-	-	4,278	13,995
Proceeds from Sale of Capital Assets	-	-	-	-	-
Transfers in	-	900,000	-	-	-
Transfers out	-	(654,373)	(324,560)	(216,812)	(274,754)
Total Other Financing Sources (Uses)	-	245,627	(324,560)	(152,534)	(65,759)
NET CHANGE IN FUND BALANCES	-	232,185	(295,761)	(135,647)	373,947
Fund Balances (Deficit) - Beginning of Year	2,932	(1,472,715)	3,227,273	(1,552,270)	1,395,584
FUND BALANCES (DEFICIT) - END OF YEAR	$ 2,932	$ (1,240,530)	$ 2,931,512	$ (1,687,917)	$ 1,769,531

CITY OF DE PERE, WISCONSIN
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED DECEMBER 31, 2022

	Capital Projects				
	TID No. 9	TID No. 10	TID No. 11	TID No. 12	TID No. 13
REVENUES					
Taxes	$ 33,244	$ 120,688	$ 219,256	$ 224,990	$ 149,089
Intergovernmental	8,005	20,109	60	-	1,497,500
Licenses and Permits	-	-	-	-	-
Public Charges for Services	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Total Revenues	41,249	140,797	219,316	224,990	1,646,589
EXPENDITURES					
Current:					
General Government	-	-	-	-	-
Culture and Recreation	-	-	-	-	-
Conservation and Development	46,473	33,153	47,337	2,914,717	1,556,722
Debt Service:					
Interest and Fiscal Charges	30,130	-	2,332	39,311	-
Capital Outlay	707,327	-	2,975	3,066	2
Total Expenditures	783,930	33,153	52,644	2,957,094	1,556,724
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(742,681)	107,644	166,672	(2,732,104)	89,865
OTHER FINANCING SOURCES (USES)					
Long-Term Debt Issued	1,725,000	-	170,000	2,860,000	-
Premium on Debt Issued	60,257	-	12,182	205,353	-
Proceeds from Sale of Capital Assets	-	1	-	21,030	-
Transfers in	-	-	-	-	-
Transfers out	(211,428)	(516,872)	(259,075)	(89,046)	(185,575)
Total Other Financing Sources (Uses)	1,573,829	(516,871)	(76,893)	2,997,337	(185,575)
NET CHANGE IN FUND BALANCES	831,148	(409,227)	89,779	265,233	(95,710)
Fund Balances (Deficit) - Beginning of Year	(288,859)	(1,080,684)	502,110	1,627,935	463,229
FUND BALANCES (DEFICIT) - END OF YEAR	$ 542,289	$ (1,489,911)	$ 591,889	$ 1,893,168	$ 367,519

CITY OF DE PERE, WISCONSIN
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED DECEMBER 31, 2022

	Capital Projects				
	TID No. 14	TID No. 15	TID No. 16	TID No. 17	Totals
REVENUES					
Taxes	$ 38,281	$ -	$ -	$ -	$ 3,913,261
Intergovernmental	-	-	-	-	1,846,885
Licenses and Permits	-	-	-	-	75,778
Public Charges for Services	-	-	-	-	9,900
Miscellaneous	-	-	-	-	584,085
Total Revenues	38,281	-	-	-	6,429,909
EXPENDITURES					
Current:					
General Government	-	-	-	-	-
Culture and Recreation	-	-	-	-	133,796
Conservation and Development	13,831	75,127	12,640	20,309	4,840,724
Debt Service:					
Interest and Fiscal Charges	-	2,679	-	22,890	103,611
Capital Outlay	-	-	-	1,556,515	3,891,688
Total Expenditures	13,831	77,806	12,640	1,599,714	8,969,819
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	24,450	(77,806)	(12,640)	(1,599,714)	(2,539,910)
OTHER FINANCING SOURCES (USES)					
Long-Term Debt Issued	-	195,000	-	1,665,000	8,386,430
Premium on Debt Issued	-	13,995	-	119,572	429,632
Proceeds from Sale of Capital Assets	-	-	-	-	21,031
Transfers in	-	-	-	-	922,631
Transfers out	(152,750)	(55,008)	-	-	(3,740,253)
Total Other Financing Sources (Uses)	(152,750)	153,987	-	1,784,572	6,019,471
NET CHANGE IN FUND BALANCES	(128,300)	76,181	(12,640)	184,858	3,479,561
Fund Balances (Deficit) - Beginning of Year	542,490	305,221	(41,022)	(7,991)	5,509,024
FUND BALANCES (DEFICIT) - END OF YEAR	$ 414,190	$ 381,402	$ (53,662)	$ 176,867	$ 8,988,585

CITY OF DE PERE, WISCONSIN
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
DECEMBER 31, 2022

	Health Self Insurance	Dental Self Insurance	Total
ASSETS			
Current Assets:			
Cash and Investments	$ 2,005,639	$ 88,633	$ 2,094,272
LIABILITIES			
Current Liabilities:			
Accounts and Claims Payable	186,095	2,571	188,666
Advance from Other Funds	80,287	10,000	90,287
Total Liabilities	266,382	12,571	278,953
NET POSITION			
Unrestricted	$ 1,739,257	$ 76,062	$ 1,815,319

CITY OF DE PERE, WISCONSIN
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
INTERNAL SERVICE FUNDS
YEAR ENDED DECEMBER 31, 2022

	Health Self Insurance	Dental Self Insurance	Total
OPERATING REVENUES			
Charges for Services	$ 2,081,152	$ 134,781	$ 2,215,933
OPERATING EXPENSES			
Claims and Administrative Fees	2,414,978	141,618	2,556,596
OPERATING INCOME (LOSS)	(333,826)	(6,837)	(340,663)
NONOPERATING REVENUES			
Interest Income	2,259	26,363	28,622
CHANGE IN NET POSITION	(331,567)	19,526	(312,041)
Net Position - Beginning of Year	2,070,824	56,536	2,127,360
NET POSITION - END OF YEAR	$ 1,739,257	$ 76,062	$ 1,815,319

CITY OF DE PERE, WISCONSIN
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
YEAR ENDED DECEMBER 31, 2022

	Health Self Insurance	Dental Self Insurance	Total
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash Received from Interfund Services	$ 2,081,152	$ 134,781	$ 2,215,933
Cash Paid to Suppliers	(2,469,375)	(144,990)	(2,614,365)
Net Cash Provided (Used) by Operating Activities	(388,223)	(10,209)	(398,432)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Interfund Advance Received	62,466	-	62,466
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest Received	2,259	26,363	28,622
CHANGE IN CASH AND CASH EQUIVALENTS	(323,498)	16,154	(307,344)
Cash and Cash Equivalents - Beginning of Year	2,329,137	72,479	2,401,616
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 2,005,639	$ 88,633	$ 2,094,272
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES			
Operating Income (Loss)	$ (333,826)	$ (6,837)	$ (340,663)
Change in Operating Assets and Liabilities			
Accounts and Claims Payable	(54,397)	(3,372)	(57,769)
Net Cash Provided (Used) by Operating Activities	$ (388,223)	$ (10,209)	$ (398,432)

Noncash Capital and Related Financing Activities
None

CITY OF DE PERE, WISCONSIN
SCHEDULE OF WATER UTILITY OPERATING REVENUES AND EXPENSES
YEAR ENDED DECEMBER 31, 2022

OPERATING REVENUES	
Charges for Services:	
Residential	$ 3,418,121
Commercial	1,242,815
Industrial	669,670
Public Authority	186,213
Private Fire Protection	131,842
Public Fire Protection	1,299,510
Total Charges for Services	6,948,171
Other Revenues:	
Forfeited Discounts	40,675
Other Water Revenues	281,153
Total Other Revenues	321,828
Total Operating Revenues	7,269,999
OPERATING EXPENSES	
Operation and Maintenance:	
Source of Supply	3,688,837
Pumping	122,571
Water Treatment	38,121
Transmission and Distribution	569,183
Customer Accounts	407,276
Administrative and General	374,107
Total Operation and Maintenance	5,200,095
Depreciation	770,604
Taxes	59,380
Total Operating Expenses	6,030,079
Operating Income	$ 1,239,920

ADDITIONAL INDEPENDENT AUDITORS' REPORT FOR BASIC FINANCIAL STATEMENTS

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

City Council
City of De Pere, Wisconsin

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of De Pere, Wisconsin (the City) as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated July 28, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as described in the accompanying schedule of findings and responses, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented or detected and corrected on a timely basis. We consider the deficiency described in the accompanying schedule of findings and responses as item 2022-002 to be a material weakness.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying schedule of findings and responses as items 2022-001 and 2022-003 to be significant deficiencies.

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City Council
City of De Pere, Wisconsin

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City of De Pere, Wisconsin's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the accompanying schedule of findings and responses. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Green Bay, Wisconsin
July 28, 2023

CITY OF DE PERE, WISCONSIN
SCHEDULE OF FINDINGS AND RESPONSES
YEAR ENDED DECEMBER 31, 2022

Section I – Summary of Auditors' Results

Type of auditors' report issued:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	Yes
Significant deficiency(ies) identified?	Yes
Noncompliance material to basic financial statements noted?	No

Section II – Internal Control Over Financial Reporting

FINDING NO.	FINANCIAL STATEMENT FINDINGS
2022-001	**Preparation of Annual Financial Report** Repeat of Finding 2021-001
Type of Finding:	Significant deficiency in internal control over financial reporting.
Condition:	Current City staff maintains accounting records which reflect the City's financial transactions; however, preparing the City's annual financial report, including note disclosures, involves the selection and application of specific accounting principles which would require additional experience and knowledge. The City contracts with us and our knowledge of applicable accounting principles, financial statement format, and note disclosures to assist in the preparation of the annual financial report in an efficient manner. Management reviews, approves, and takes responsibility for the fair presentation of the financial statements. However, as independent auditors, CLA cannot be considered part of the City's internal control system. As part of its internal control over preparation of its financial statements, including disclosures, the City had implemented a comprehensive review procedure to ensure that the financial statements, including note disclosures, are complete and accurate.
Criteria or Specific Requirement:	The preparation and review of the annual financial report by staff with expertise in financial reporting is an internal control intended to prevent, detect, and correct a potential omission or misstatement in the financial statements or notes or other required State Financial reports.
Cause:	City management has determined that the additional costs associated with training staff to become experienced in applicable accounting principles and note disclosures outweigh the derived benefits.
Effect:	Without our involvement, the City may not be able to completely prepare an annual financial report in accordance with accounting principles generally accepted in the United States of America.
Recommendation:	We recommend the City continue reviewing the annual financial report. Such review procedures should be performed by an individual possessing a thorough understanding accounting principles generally accepted in the United States of America and knowledge of the City's activities and operations. While it may not be cost beneficial to train additional staff to completely prepare the report, a thorough review of this information by appropriate staff of the City is necessary to obtain a complete and adequate understanding of the City's annual financial report.
View of Responsible Officials:	There is no disagreement with the audit finding.

CITY OF DE PERE, WISCONSIN
SCHEDULE OF FINDINGS AND RESPONSES (CONTINUED)
YEAR ENDED DECEMBER 31, 2022

Section II – Internal Control Over Financial Reporting (Continued)

FINDING NO.	FINANCIAL STATEMENT FINDINGS
2022-002	**Adjustments to the City's Financial Records** Repeat of Finding 2021-002
Type of Finding:	Material weakness in internal control over financial reporting.
Condition:	As part of our audit, we proposed adjusting journal entries that were material to the City's financial statements.
Criteria or Specific Requirement:	Material adjusting journal entries proposed by the auditors are considered to be an internal control deficiency.
Cause:	While City staff maintains financial records which accurately report revenues and expenditures throughout the year, preparing year-end adjusting and closing entries requires additional expertise that would entail additional training and staff time to develop.
Effect:	Year-end financial records prepared by the City may contain material misstatements.
Recommendation:	We recommend the City designate an individual to obtain additional training in order to prepare the adjusting and closing entries. We are available to assist the individual in obtaining the understanding to prepare these entries.
View of Responsible officials:	There is no disagreement with the audit finding.

FINDING NO.	FINANCIAL STATEMENT FINDINGS
2022-003	**Journal Entry Documentation**
Type of Finding:	Significant Deficiency in internal control over financial reporting.
Condition:	The City was unable to provide supporting documentation to support certain transactions recorded in the general ledger.
Criteria or Specific Requirement:	Maintaining adequate supporting documentation is an important process to document the purpose of a transaction but also to justify why the transaction was necessary and to document how the transaction was calculated.
Cause:	The City Finance Director retired and the information could not be found after departure.
Effect:	The City is unable to provide support to demonstrate how certain transactions were calculated or why they were recorded.
Recommendation:	We recommend the City review its policies regarding record retention and journal entry procedures.
View of Responsible officials:	

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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 15, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Ordinance #23-11 Adopting and Enacting a New Municipal Code for the City of De Pere, Wisconsin; Providing for the Repeal of Certain Ordinances not included therein; Providing a Penalty for the Violation thereof; Providing for the Manner of Amending such Code; and Providing when such Code and this Ordinance shall become Effective.**

This ordinance results from the phased recodification of the City's municipal code performed by MuniCode (as approved by the Common Council on September 21, 2021).

ATTACHMENTS:

- Ord23-11 (PDF)
- EDITOR--DePere Proof Update Instructions - Council 8.15.23 (DOCX)
- De Pere Word Proofs Code of Ordinances - Council 8.15.23 (PDF)

ORDINANCE #23-11

ADOPTING AND ENACTING A NEW MUNICIPAL CODE FOR THE CITY OF DE PERE, WISCONSIN; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE

WHEREAS, the Common Council having previously authorized the preparation of a revised Code of the General Ordinances of the City of De Pere, which code was prepared by the Municipal Code Corporation, and a copy of which having been on file in the office of the City Clerk for more than two weeks next preceding consideration hereof;

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN DOES ORDAIN AS FOLLOWS:

Section 1. The Code entitled "Code of Ordinances of the City of De Pere, Wisconsin," published by Municode, powered by CivicPlus, LLC, consisting of chapters 1 through 150, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before May 16, 2023, excepting therefrom Chapter 14, Zoning Ordinance and Chapter 98 Sign Ordinance adopted on December 20, 2022, pursuant to Ordinance #22-13, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in Section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule, or regulation adopted or issued in

pursuance thereof shall be punished subject to a forfeiture of not less than $1.00 nor more than $2,000 for each offense, except as provided in the following subsection of Section 1-11. - Penalties:

(b) Second Offense. In any case where any ordinance or any section or chapter of the Code shall not provide a greater penalty for a second or subsequent conviction for its violation, any person violating the same who shall previously have been convicted of its violation shall be subject to a forfeiture of not less than $10.00 nor more than $2,000.00 for each offense, except that where the penalty provided by any such ordinance or section or chapter of this Code for a first violation shall be larger than the penalty provided in this subsection, such larger penalty shall be applicable.

Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief, and revocation of licenses or permits.

Section 5. Additions or amendments to the Code, when passed in such form as to indicate the intention of the Common Council to make the same a part of the Code, shall be deemed to be incorporated in the Code so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after May 16, 2023, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. All other ordinances in conflict herewith are hereby repealed.

Section 8. This ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of August, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

INSTRUCTIONS FOR EDITOR.

See our strange chapter 14, zoning which consists of a link to the zoning ordinance. We are going to do the same for this for their new floodplain zoning ordinance. Replace chapter 16 with language like chapter 14. We're linking to the same city page that has the zoning link.

Other than zoning and floodplain ordinances, we have only one ordinance to insert. Lois should have it in new materials by the time you get this (but I've inserted the raw language below just FYI). The ord (23-06) amends section 74.10 re weeds and will bring the proof current through April 18, 2023.

++

Below is the city attorney's proof change list with my comments and clarifications inserted in red and blue. Let me know if you have any questions. SSF

++

- Page 16 of 415 – "Wholesaler's Permits Licenses" should read "Wholesalers' Permits" to match state statute. (Editor—See section 7-1 chart but we also need to check to see if it appears elsewhere—SFox)

- Pages 32 and 34 of 415 – I would substitute the state definition for vapor product instead of keeping it as is on these pages. Editor—Use this definition, pls:

  > "Vapor product" means a noncombustible product that produces vapor or aerosol for inhalation from the application of a heating element, regardless of whether the liquid or other substance contains nicotine.

- Page 57 of 415 – "Section 10-16" reference should read "section 10-17".

- Page 70 of 415 – Preference is to retain Sec. 13.4.1.

- Pages 101 and 102 of 415 – The "section 13-6" references in Sec. 26-6 should read, "section 13-7".

- Page 102 of 415 – The "sections 26-5 and 26-6" references in the sewer inspector section (26-8) should be "sections 26-5 and 26-7".

- Page 105 of 415 – The "section 26-11" reference should be "section 26-12".

- Pages 124 – 126 of 415 – The various "subsection (c)(3)" references on these pages should read "subsection (c)(4)".

- Page 125 of 415 – The "subsection k" reference on the bottom of page 125 should be "subsection c".

- Pages 126 and 127 of 415 – The various “subsection (c)(4)” references on these pages should read “subsection (c)(13)”.

- Page 128 – The “subsection (c)(6)” references should be “subsection (c)(15)”.

- Page 146 – The “subsection (a)(3)j” reference should read “subsection (j)”.

- Page 149 – The first “section 30-2(m)(1)” reference should read “section 30-2(m)(2)a.” and the second “section 30-2(m)(1)” reference should read “sections 30-2(m)(1) and 30-2(m)(2)a.”

- Pages 198 and 199 - I would add Wis. Admin. Code ch. SPS Sec. 316 (Electrical) and 382 (Design, Construction, Installation, Maintenance and Inspection of Plumbing), to the adopted by reference portion in code Section 54-4(a).

- Page 200 – The “section 46-4(e)” reference should be “section 46-4(f)”.

- Page 211 – Footnote 1: I think “penetrations” is in reference to methods or areas of building entry, such as via ducts or pipes.

- Page 225 – Let’s remove the proposed addition of “with” in Section 66-7(c) for now.

- Page 258 – Let’s retain the language in Sec. 78-7(c) re: the public works director’s authority to remove graffiti if the property owner does not.

- Page 288 – Section 90-7(a) should read, “All unit parks shall comply with the regulations as set forth by the state division of administration, including but not limited to Wis. Admin. Code SPS 326, Manufactured Home Communities, and Wis. Admin. Code ATCP 125, Manufactured Home Communities – Fair Trade Practices.

- Pages 304 and 305 – Let’s remove and replace all “handicap” or “handicapped” references with “disability” or “disabled”.

- Page 304 – The “personal policies” reference should read “personnel policies”.

- Page 308 – The reference to “section 106-1” should read “section 106-2(1)”.

- Page 316 – The floodplain land use reference to “Section 16-7(a)” should read, “Section 16-60(2)”.

- Page 316 – The HVAC reference to “Section 54-10” should read, “Section 54-11”.

- Page 316 – The private well reference to “Section 26-12” should read, “Section 26-13”.

- Page 316 – The soil erosion control reference to “Section 42-8” should read, “Section 42-10”.

- Page 334 – Sec. 110-6 adopts Wis. Stat. Section 134.71 notwithstanding the sec. 110-6 subsections. If Sec. 110-6 conflicts with statute section 134.71, we should delete the conflicting

content and replace with Wis. Stat. Section 134.71 to the extent applicable. Your past recommendation was for us to adopt a new pawnbroker ordinance with corrections that update and continue the current hybrid approach. You had mentioned that the 134.71 statutory definition of "article" also excludes jewelry and lists classes of items, and our current definition of "article" should be amended to conform to that statute. (Editor—Rewrite of section 110-6 is appended at the end of this list. SSF.)

- Page 350 – Just a typo. in Sec. 130-4(a) – "Any members of the police department" *are……

- Page 354 – The "subsection (g)(1)" reference in sub.(i)(2) on this page should be, "subsection (i)(1)".

- Page 369 – Preference is to update section 150.13 to recognize, repeat or adopt additional snowmobile regulation statutory sections but for the inclusion of minibikes in this section. (The additional snowmobile regulation sections are Wis. Stats. Sections 350.18, 350.02 – 350.05, 350.07 – 350.107, 350.11, 350.12, 350.13, 350.135, 350.15 – 350.17, 350.19 and 350.99). Editor—Change section 150-13(h) as follows:

  (h) *State statutes incorporated by reference.* Any provision of Wis. Stats. §§ 350.18, 350.02 – 350.05, 350.07 – 350.107, 350.11, 350.12, 350.13, 350.135, 350.15 – 350.17, 350.19 and 350.99 ~~350.02 through 350.19~~ not previously specifically set forth in this section, describing and defining regulations with respect to snowmobiles and their operation for which the penalty is a forfeiture, including penalties to be imposed and procedure for prosecution, is hereby adopted by reference and made a part of this chapter as if fully set forth in this section. Any acts required to be performed or prohibited by any statute incorporated in this section by reference is required or prohibited by this chapter.

- Page 370 – The "section 14.55(8)" reference near the bottom of the page should read, "section 14.80".

- Page 375 – The "subsection (7)f and g" reference near the top of the page should read, "subsection (7)".

REPLACE 110-6 WITH THIS, PLS:

Sec. 110-6. Pawnbrokers, secondhand article dealers and secondhand jewelry dealers.

(a) *State law adopted.* Wis. Stat. § 134.71 is and by reference made a part of this section with the same force and effect as though fully set out herein notwithstanding the below subsections. Failure to comply with any of the provisions of this section shall constitute a violation of this chapter, punishable according to the penalties set forth in section 1-11 and as more particularly identified by resolution of the common council.

(b) *Definitions*. The following words, terms, and phrases when used in this section shall have the meanings respectively ascribed to them in this subsection, except where the context otherwise requires:

Article means any of the following articles except jewelry: item of value, excluding only motor vehicles, large appliances, furniture, books, and clothing other than furs.

(1) Audiovisual equipment.

(2) Bicycles.
(3) China.
(4) Computers, printers, software and computer supplies.
(5) Computer toys and games.
(6) Crystal.
(7) Electronic equipment.
(8) Fur coats and other fur clothing.
(9) Ammunition and knives.
(10) Microwave ovens.
(11) Office equipment.
(12) Pianos, organs, guitars and other musical instruments.
(13) Video tapes or discs, audio tapes or discs, and other optical media.
(14) Silverware and flatware.
(15) Small electrical appliances.
(16) Telephones.

Auctioneer means an individual who is registered as an auctioneer under Wis. Stat. § 480 and who sells secondhand articles or secondhand jewelry at an auction, as defined in Wis. Stat. § 480.01(1).

Jewelry means any tangible personal property ordinarily wearable on the person and consisting in whole or in part of any metal, mineral or gem customarily regarded as precious or semiprecious.

Reportable transaction means every transaction conducted by a pawnbroker, secondhand article and jewelry dealers in which an article or articles are received through a pawn, purchase, consignment, or trade, or in which a pawn is renewed, extended, voided, or redeemed, or for which a unique transaction number or identifier is generated by their point-of-sale software, and is reportable except:

(1) The bulk purchase or consignment of new or used articles from a merchant, manufacturer, or wholesaler having an established permanent place of business, and the retail sale of said articles, provided the pawnbroker must maintain a record of such purchase or consignment that describes each item, and must mark each item in a manner that relates it to that transaction record.

(2) Retail and wholesale sales of articles originally received by pawn or purchase, and for which all applicable hold and/or redemption periods have expired.

Secondhand article dealer means any person, other than an auctioneer, who primarily engages in the business of purchasing or selling secondhand articles, with exceptions as stated in Wis. Stat. § 134.71(g).

Secondhand jewelry dealer means any person, other than an auctioneer, who engages in the business of any transaction consisting of purchasing, selling, receiving, or exchanging secondhand jewelry, with exceptions as stated in Wis. Stat. § 134.71(h).

(c) *City clerk to issue licenses.* The city clerk shall grant a license under Wis. Stat. § 134.71(7)(a) if all of the following apply:

(1) The applicant, including an individual, a partner, a member of a limited liability company or an officer, director or agent of any corporate applicant, has not been convicted within the preceding ten years of a felony or within the preceding ten years of a misdemeanor, statutory violation punishable by forfeiture or county or municipal ordinance violation in which the circumstances of the felony, misdemeanor or other offense substantially relate to the circumstances of being a pawnbroker, secondhand jewelry dealer, secondhand article dealer or secondhand dealer mall or flea market owner.

(2) With respect to an applicant for a pawnbroker's license, the applicant provides to the governing body a bond of $500.00, with not less than two sureties, for the observation of all municipal ordinances relating to pawnbrokers.

a. No license issued under this subsection may be transferred.

b. Each license issued for a pawnbroker, secondhand article dealer or secondhand jewelry dealer is valid from January 1 until the following December 31.

c. Each license for a secondhand article dealer mall or flea market is valid for two years, from May 1 of an odd-numbered year until April 30 of the next odd-numbered year.

(3) The license fee shall be set by resolution of the common council.

(d) *When digital photos are required.* The licensee must also take a color, digitized photograph of every item pawned or sold that does not have a unique serial or identification number permanently engraved or affixed, excluding only electronic media. One group photo shall suffice for mass items such as several coins acquired in one transaction. If a photograph is taken, it must be at least two inches in length by two inches in width and must be maintained in such a manner that the photograph can be readily matched and correlated with all other records of the transaction to which they relate. Such photographs must be available to the police chief, or the chief's designee, upon request. Items photographed must be accurately depicted and submitted as digital images, in a format specified by the issuing authority, electronically cross-referenced to the reportable transaction they are associated with. Entries of required digital images shall be retained a minimum of one year.

(e) *Daily reports to police.*

(1) Pawnbrokers and secondhand article and jewelry dealers must submit every reportable transaction to the police department daily in the following manner. Pawnbrokers, secondhand dealers, and jewelry dealers must provide to the police department all required information pursuant to state statutes, by transferring it from their computer to the web server via modem designated by the city police department. All required records must be transmitted completely and accurately after the close of business each day in accordance with standards and procedures established by the police department using procedures that address security concerns of the pawnbroker or secondhand article and jewelry dealer and the police department. The pawnbroker or secondhand article and jewelry dealer must display a sign of sufficient size in a conspicuous place on the premises, which informs all patrons that all transactions are reported daily to the police department.

(2) If a pawnbroker or secondhand article and jewelry dealer is unable to successfully transfer the required reports by modem, the pawnbroker or secondhand article and jewelry dealer must provide the police department with printed copies of all reportable transactions by 12:00 noon the next business day.

(3) If the problem is determined to be in the pawnbroker's or secondhand article and jewelry dealer's system and is not corrected by the close of the first business day following the failure, the pawnbroker or secondhand article and jewelry dealer must provide the required reports as detailed in state statutes, and shall be charged a daily reporting failure fee as determined by resolution of the common council until the error is corrected, or, if the problem is determined to be outside the pawnbroker's or secondhand article and jewelry dealer's system, the pawnbroker or secondhand article and jewelry dealer must provide the required reports pursuant to state statutes and resubmit all such transactions via modem when the error is corrected.

(4) Regardless of the cause or origin of the technical problems that prevented the pawnbroker or secondhand article and jewelry dealer from uploading the reportable transactions, upon correction of the problem, the pawnbroker or secondhand article and jewelry dealer shall upload every reportable transaction from every business day the problem has existed.

(5) The provisions of this section notwithstanding, the police department may, upon presentation of extenuating circumstances, delay the implementation of the daily reporting penalty.

(6) Subsection (c) of this section shall not apply to businesses that did not have 200 reportable transactions in the past calendar year. However, any such pawnbroker or secondhand article and jewelry dealer must follow the daily reporting procedure for each reportable transaction by submitting a written transaction form approved by the police department to the department on the business day following the date of the reportable transaction.

(Code 2001, § 110-8; Ord. No. 12-26, § 1, 9-18-2012; Ord. No. 14-20, § 2, 12-16-2014)

CODE OF ORDINANCES

OF THE CITY OF

DE PERE, WISCONSIN

PROOFS

Published in 2023 by Order of the City Council

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info@municode.com | 800.262.2633 | www.municode.com

P.O. Box 2235 Tallahassee, FL 32316

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OFFICIALS

of the

CITY OF

DE PERE, WISCONSIN

AT THE TIME OF THIS RECODIFICATION

_____

[Name of Mayor]
Mayor

_____

[Council Member]
[Council Member]
[Council Member]
City Council

_____

[Name of City Manager]
City Manager

_____

[Name of Attorney]
City Attorney

_____

[Name of City Clerk]
City Clerk

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PREFACE

This Code constitutes a recodification of the general and permanent ordinances of the City of De Pere, Wisconsin.

Source materials used in the preparation of the Code were the 2001 Code, as supplemented through November 16, 2021, and ordinances subsequently adopted by the city council. The source of each section is included in the history note appearing in parentheses at the end thereof. The absence of such a note indicates that the section is new and was adopted for the first time with the adoption of the Code. By use of the comparative tables appearing in the back of this Code, the reader can locate any section of the 2001 Code, as supplemented, and any subsequent ordinance included herein.

Acknowledgments

This publication was under the direct supervision of Sandra S. Fox, Senior Code Attorney, and Amy Norton, Editor, of Municode, Tallahassee, Florida. Credit is gratefully given to the other members of the publisher's staff for their sincere interest and able assistance throughout the project.

The publisher is most grateful to Carey E. Danan, Municipal Clerk, for her cooperation and assistance during the progress of the work on this publication. It is hoped that her efforts and those of the publisher have resulted in a Code of Ordinances which will make the active law of the city readily accessible to all citizens and which will be a valuable tool in the day-to-day administration of the city's affairs.

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CODE OF ORDINANCES

Chapter 1

GENERAL PROVISIONS

Sec. 1-1. Title; amendments included; numbering system.

(a) *Title of Code.* This Code shall be known and cited as the "Code of Ordinances of the City of De Pere, Wisconsin," and may also be referred to as the "De Pere Municipal Code."

(b) *Amendments.* Any additions or amendments to this Code are incorporated in this Code so that a reference to this Code includes such additions and amendments.

(c) *Numbering of sections.* Each section number of this Code shall consist of two component parts separated by a hyphen; the figure before the hyphen refers to the chapter number and the figure after the hyphen refers to the position of the section within the chapter.

(d) *Numbering additions.* The decimal system shall be used for all additions or amendments to this Code. When a chapter or section is to be added the new chapter or section shall be given a decimal character.

(Code 1974, § 1.01; Code 2001, § 1-1)

Sec. 1-2. Construction of ordinances.

In the construction of this Code and other ordinances of the city the following rules shall be observed unless such construction would be inconsistent with the manifest intent of the ordinance:

(1) *General rule.* All words and phrases shall be construed and understood according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in the law shall be construed and understood according to such peculiar and appropriate meaning. Where an ordinance is silent or where rules of construction do not provide a reasonable basis for concluding an action is allowed, the action is prohibited.

(2) *Gender; singular and plural.* ~~Every word in any ordinance importing masculine gender shall extend to and be applied to females as well as males~~ Words of gender include all genders; and every word importing the singular number only shall extend and be applied to several persons or things as well as to one person or thing; and every word importing the plural number only shall extend and be applied to one person or thing as well as to several persons or things.

(3) *Person.* The term "person" shall extend and be applied to firms, corporations or voluntary associations, as well as to individuals, unless plainly inapplicable.

(4) *Tenses.* The use of any verb in the present tense shall include the future, where applicable.

(5) *Shall have been.* The term "shall have been" includes past and future tenses ~~cases~~.

(6) *Acts by agents.* When an ordinance requires an act to be done, which may by law as well be done by an agent as by the principal, such requirement shall be construed to include all such acts when done by an authorized agent.

(7) *Reasonable time.* In all cases when an ordinance shall require any act to be done in a reasonable time or reasonable notice to be given, such reasonable time or notice shall be deemed to mean such time only as may be necessary for the prompt performance of such duty, or compliance with such notice.

(8) *Computation of time.* The time within which an act is to be done as provided in any ordinance or in any order issued pursuant to any ordinance, when expressed in days, shall be computed by excluding the first day and including the last, except that if the last day is Sunday it shall be excluded; and when any such time is expressed in hours, the whole of Sunday, from midnight to midnight, shall be excluded.

(9) *References.* All references to chapters or sections are to the chapters and sections of this Code, unless

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otherwise specified.

(10) *Conflict.* If the provisions of different chapters of this Code conflict with or contravene each other, the provisions of each chapter shall prevail as to all matters and questions growing out of the subject matter of such chapter. If conflicting provisions are found in different sections of the same chapter, the provisions of the section which is last in numerical order shall prevail unless such construction is inconsistent with the meaning of such chapter.

(Code 1974, § 1.02; Code 2001, § 1-2; Ord. No. 14-04, § 3, 3-4-2014)

Sec. 1-3. Definitions.

Terms used in this Code, unless specifically defined in this Code, have the meanings prescribed by the state statutes for the same terms. The following words, terms and phrases, when used in this Code, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: ~~The following words, terms and phrases, when used in this Code, shall have the meanings ascribed to them in this subsection (b), except where the context clearly indicates a different meaning:~~

City. The term "city" means City of De Pere, Wisconsin.

City clerk. The term "city clerk" means the city clerk of the City of De Pere, Wisconsin, and similarly the title of any other officer, board or commission shall refer to such officer, board or commission of the city.

~~*This* *Code.* The term "Code" means the Code of Ordinances of the City of De Pere, Wisconsin or the De Pere Municipal Code.

Common council or *council.* The term "common council" or "council" means the common council of the City of De Pere, Wisconsin, each of the members of which, other than the mayor, shall have the title alderman.

County. The term "county" means Brown County, Wisconsin.

Delegation of authority. The term "delegation of authority" means that, whenever a section of this Code requires or authorizes an officer or employee of the city to do some act or perform some duty, it shall be construed to authorize the officer or employee to designate, delegate and authorize subordinates to perform the act or duty unless the terms of the provision or section specifically provide otherwise.

Easement. The term "easement" means a right, liberty, privilege or advantage without profit which the owner of one parcel of land may have in the lands of another; a right in the owner of one parcel of land, by reason of such ownership, to use the land of another for a special purpose not inconsistent with a general property right in the owner.

Highway. The term "highway" means and includes any street, alley, highway, avenue or public place or square, bridge, viaduct, tunnel, underpass, overpass and causeway in the city, dedicated or devoted to public use.

Joint authority. The term "joint authority" means that words purporting to give authority to three or more officers or other persons shall be construed as giving such authority to a majority of such officers or other persons unless it is otherwise declared.

Law. The term "law" means any statute, ordinance or regulation promulgated by the state, the United States, the county, the city or any agencies of the city, as well as the rules and regulations of other bodies politic that may be appropriate.

Month. The term "month" means a calendar month.

Oath. The term "oath" means and includes an affirmation in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases the terms "swear" and "sworn" shall be equivalent to the terms "affirm" and "affirmed."

Or, and. The term "or" may be read as "and," and the term "and" may be read as "or," if the sense requires it.

Ordinances. The term "ordinances" means the ordinances of the city and all amendments thereto, including this Code.

Owner. The term "owner," as applied to a building or land, means and includes any part owner, joint owner, tenant in common, tenant in partnership, joint tenant, or tenant by the entirety, of the whole or of a part of such

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building or land.

Personal property. The term "personal property" means and includes every species of property except real property.

Property. The term "property" means and includes real, personal and mixed property.

Public place. The term "public place" means any place subject to the primary control of any public agency, including, but not limited to, any park, street, public way, cemetery, schoolyard or open space adjacent thereto and any lake or stream.

Real property. The term "real property" means and includes lands, tenements and hereditaments.

Shall/may. The term "shall" indicates a mandatory provision. The term "may" is permissive.

Sidewalk. The term "sidewalk" means any portion of a street between the curb or the lateral line of the roadway and the adjacent property line intended for the use of pedestrians.

Signature and *subscription.* The terms "signature" and "subscription" means and includes a mark when the person cannot write.

State. The term "state" means the State of Wisconsin.

Street. The term "street" means and includes any highway, street, avenue, boulevard, road, alley, lane, viaduct in the city, dedicated or devoted to public use.

Tenant and *occupant.* The terms "tenant" and "occupant," when applied to a building or land, means and includes any person holding a written or oral lease, or who occupies the whole or part of such building or land, either alone or with others.

Wis. Stats. The abbreviation "Wis. Stats." means the official Wisconsin Statutes, as amended. ~~*Wisconsin Statutes (Wis. Stats.).* The 1999—2000 edition; and when later editions are published, the latest publication.~~

Written and *in writing.* The terms "written" and "in writing" mean and include any representation of words, letters or figures, whether by printing or otherwise.

Year. The term "year" means a calendar year.

(Code 1974, § 1.03; Code 2001, § 1-3)

Sec. 1-4. Headings of sections.

The headings of the several sections of this Code are intended as mere headings or catchwords to indicate the contents of the sections and shall not be deemed or taken to be titles of such sections, nor as any part of the sections; nor, unless expressly so provided, shall they be so deemed when any such sections are amended or reenacted.

(Code 2001, § 1-4)

Sec. 1-5. History notes.

The history notes appearing in parentheses after sections of this Code are not intended to have any legal effect but are merely intended to indicate the source of matter contained in the section.

(Code 2001, § 1-5)

Sec. 1-6. References and editor's notes.

References and editor's notes following certain sections are inserted as an aid and guide to the reader and are not controlling nor meant to have any legal effect.

(Code 2001, § 1-6)

Sec. 1-7. Provisions considered as continuation of existing ordinances.

The provisions appearing in this Code so far as they are the same as those of the Code of the city, and of ordinances existing at the time of adoption of this Code, shall be considered as a continuation and not new enactments.

(Code 2001, § 1-7)

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Sec. 1-8. Repeal of ordinances; exceptions.

(a) All ordinances heretofore adopted by the council are hereby repealed, except ordinances or parts of ordinances relating to the following subjects are not repealed:

(1) The issuance of corporate bonds of the city.

(2) The construction and repair of sidewalks on specified streets.

(3) The vacation and discontinuance of public streets and alleys.

(4) The fixing of salaries of public officials and employees.

(5) The granting of franchises to railroads, public utilities and other companies.

(6) The lighting of streets.

(7) The construction of public works by the city.

(8) Regarding fences.

(9) The annexation of territory to the city.

(10) The naming and changing of names of streets, alleys, public grounds and parks.

(11) The zoning ordinances of the city and all amendments supplementary thereto, including the establishment of residential, commercial and industrial zones or districts.

(12) The creation and establishment of an official map and the location of streets, parks, parkways and playgrounds shown.

(13) All matters covered by and contained in Charter ordinances.

(14) The creation of sewer districts.

(15) The creation of setback lines.

(16) Ordinances and acts relating to the shoreline and bulkhead lines of the Fox River.

(17) All matters pertaining to the master plan of the city.

(18) Any ordinance establishing and prescribing the street grades of any street in the city.

(19) Any temporary or special ordinances.

(20) Any ordinance promising or guaranteeing the payment of money for the city or authorizing the issuance of any bonds of the city, any evidence of the city's indebtedness, or any contract, right, agreement, lease, deed or other instrument or obligation assumed by the city.

(21) Any administrative ordinances of the city not in conflict or inconsistent with the provisions of this Code.

(22) Any appropriation ordinance.

(b) No ordinance or part of any ordinance heretofore repealed shall be considered as re-ordained or reenacted by virtue of this Code.

(c) No offense committed and no penalty or forfeiture incurred previous to the time when any ordinance is repealed shall be affected by such repeal, except that when any punishment, forfeiture or penalty shall have been mitigated by the provisions of this Code, such provision shall apply to and control any judgment to be pronounced after this Code shall take effect, for any offense committed before that time.

(d) All such ordinances are hereby recognized as continuing in full force and effect to the same extent as if set out at length in this section. All ordinances are on file in the city clerk's office.

(Code 1974, § 1.04; Code 2001, § 1-8)

Sec. 1-9. Prosecutions pending.

No prosecution for any offense, or the levy of any penalty or forfeiture, pending at the time when any ordinance is repealed shall be affected by repeal, but the right of action shall continue, and the offender shall be subject to the penalty as provided in such ordinance and such prosecution shall proceed, in all respects, as if such had not been

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repealed, except that all such proceedings had after the time this Code shall take effect, shall be conducted according to the provisions of this Code.

(Code 1974, § 1.05; Code 2001, § 1-9)

Sec. 1-10. Jurisdiction.

Unless otherwise provided in this Code, this Code applies to acts performed within the corporate limits of the city. Provisions of this Code also apply to acts performed outside the corporate limits and up to the limits prescribed by law, where the law confers power on the city to regulate such particular acts outside the corporate limits.

(Code 1974, § 1.06; Code 2001, § 1-10)

Sec. 1-11. Penalties.

(a) *Forfeiture.* Any person who violates this Code or any city ordinance, or any regulations adopted pursuant to this Code for which no penalty is specifically provided, shall be subject to a forfeiture of not less than $1.00 nor more than $2,000.00 for each offense, except as provided in the following subsection.

(b) *Second offense.* In any case where any ordinance or any section or chapter of this Code shall not provide a greater penalty for a second or subsequent conviction for its violation, any person violating the same who shall previously have been convicted of its violation shall be subject to a forfeiture of not less than $10.00 nor more than $2,000.00 for each offense, except that where the penalty provided by any such ordinance or section or chapter of this Code for a first violation shall be larger than the penalty provided in this subsection, such larger penalty shall be applicable.

(c) *Nature of offense.* No violation of this Code or any ordinance of the city shall be construed to be a misdemeanor nor shall imprisonment be imposed as a punishment for violation of any ordinance of the city except in the event of a failure of the defendant to pay the forfeiture imposed by the court.

(d) *Statutory offenses.* By adopting ordinances that are identical to state statutes, or in incorporating statutes in this Code by reference, it is not intended to adopt any of the penalties provided for in the state statutes. The penalty for violation of this Code shall be a forfeiture imposed by the court, with imprisonment only in case of failure to pay the forfeiture.

(e) *Imprisonment.* When a forfeiture shall be imposed for the violation of this Code or any ordinance of the city or any section thereof, the court may also sentence the defendant to pay the cost of the action and to be imprisoned until such forfeiture and costs are paid, in no case, however, to exceed such limits as proscribed by Wis. Stats. § 800.95.

(f) *Each day a violation.* Each act of violation and every day upon which a violation occurs or continues constitutes a separate offense.

(g) *Applicability.* The penalty provided by this section or any section of this Code applies to the amendment of any section of this Code or any code adopted in this Code by reference to which the penalty relates whether or not such penalty is reenacted in the amendatory ordinances, unless otherwise provided in the amendment.

(h) *Reference to sections.* Reference to any section of this Code shall be understood also to refer to and include the penalty section relating thereto, unless otherwise expressly provided.

(i) *Failure of officers to perform duties.* The failure of any officer or employee of the city to perform any official duty imposed by this Code shall not subject such officer or employee to the penalty imposed for violation of this Code unless a penalty is specifically provided.

(Code 1974, § 1.07; Code 2001, § 1-11; Ord. No. 12-24, § 1, 9-18-2012; Ord. No. 13-25, § 1, 12-17-2013)

Sec. 1-12. Amendments; language of amendments; new material; repeals.

(a) Amendments to any of the provisions of this Code may be made by amending such provisions by specific reference to the section number of this Code in substantially the following language: "That section ____ of the Code of Ordinances of the City of De Pere, Wisconsin, is hereby amended to read as follows: . . .." The new provisions shall then be set out in full as desired.

(b) If a new section not heretofore existing in the Code is to be added, the following language may be used:

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"That the Code of Ordinances of the City of De Pere, Wisconsin, is hereby amended by adding a section to be numbered ____, which section reads as follows: . . .." The new section shall be set out in full as desired.

(c) All sections, divisions, articles, chapters or provisions desired to be repealed must be specifically repealed by section, division, article or chapter number, as the case may be.

(Code 2001, § 1-12)

Sec. 1-13. Effect of amendments to Code.

Any and all additions and amendments to this Code, when passed in such form as to indicate the intention of the common council to make the addition or amendment a part of this Code, shall be deemed to be incorporated in this Code so that reference to the Code of Ordinances of the City of De Pere, Wisconsin, shall be understood and intended to include such additions and amendments.

(Code 2001, § 1-13)

Sec. 1-14. Responsibility for acts.

Every person concerned in the commission of any act prohibited by this Code, whether he or she directly commits the act, or prosecutes, counsels, aids or abets in its commission, may be prosecuted and, on conviction, is punishable as if he or she had directly committed such act.

(Code 1974, § 1.08; Code 2001, § 1-14; Ord. No. 13-17, § 13, 8-20-2013)

Sec. 1-15. Separability of provisions.

Each section, paragraph, sentence, clause and provisions of this Code is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Code nor any part thereof, other than that part affected by such decision.

(Code 1974, § 1.09; Code 2001, § 1-15)

Sec. 1-16. Effective date.

This Code shall take effect upon passage and publication in book form under the authority of the council as provided by law.

(Code 1974, § 1.10; Code 2001, § 1-16)

Sec. 1-17. Copies on file.

Copies of this Code shall be kept available at the city clerk's office for public inspection.

(Code 1974, § 1.11; Code 2001, § 1-17)

Sec. 1-18. Clerk to file documents incorporated by reference.

Whenever in this Code any standard, code, rule, regulation or other written or printed matter is adopted by reference, it shall be deemed incorporated in the Code as if fully set forth in this Code. The city clerk is hereby directed and required to file, deposit and keep in his or her office a copy of the code, standard, rule, regulation or other written or printed matter, as adopted. Materials filed, described and kept shall be public records open for examination with proper care by any person during the city clerk's office hours, subject to such orders or regulations which the city clerk may prescribe for their preservation.

(Code 2001, § 1-18; Ord. No. 13-17, § 15, 8-20-2013)

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Chapter 2

ALDERMANIC DISTRICTS AND ELECTIONS

Sec. 2-1. Aldermanic districts.

There are hereby created four aldermanic districts from which the members of the common council shall be elected in accordance with the provisions of chapter 10. The boundaries of the aldermanic districts shall be as illustrated on the map attached to the ordinance from which this chapter is derived and as set forth by reference in section 2-4. The boundaries of each aldermanic district shall be the centerline of the streets or other rights-of way shown on said map. Each aldermanic district shall be comprised of the following described wards:

(1) The first aldermanic district shall comprise all that territory encompassing wards 1, 2, 3, 4, and 5.

(2) The second aldermanic district shall comprise all that territory encompassing wards 6, 7, 8, and 9.

(3) The third aldermanic district shall comprise all that territory encompassing wards 10, 11, 12, 13, 14, 15, and 16.

(4) The fourth aldermanic district shall comprise all that territory encompassing wards 17, 18, 19, 20, 21, 22, and 23.

(Code 2001, § 2-1; Ord. No. 11-19, § 1, 12-20-2013; Ord. No. 15-07, § 1, 1-20-2015; Ord. No. 21-27, § 1, 11-16-2021)

Sec. 2-2. Wards.

The division of the city into wards as required under Wis. Stats. § 5.15 shall be pursuant to resolution approved by the affirmative vote of a majority of the members of the common council.

(Code 2001, § 2-2; Ord. No. 01-09, § 1, 7-17-2001; Ord. No. 04-02, §§ 2, 3, 2-4-2004; Ord. No. 05-45, § 1, 12-6-2005; Ord. No. 07-28, § 1, 11-6-2007; Ord. No. 15-07, § 2, 1-20-2015; Ord. No. 21-25, § 1, 10-19-2021)

Sec. 2-3. Elections.

(a) *Hours for voting.* The polls at each election in the city shall be open for voting from 7:00 a.m. to 8:00 p.m.

(b) *Primary election.* Whenever three or more candidates file nomination papers for any city elected office, including aldermen, a primary election shall be held for the nomination of candidates for such city offices.

(c) *Municipal board of absentee canvassers.*

(1) The municipal board of absentee canvassers shall be composed of the municipal clerk, or a qualified elector of the city designated by the clerk, and two other qualified electors of the city appointed by the clerk for a term of two years commencing on January 1 of each odd-numbered year. The initial terms of appointment shall expire on January 1, 2017, unless reappointed.

(2) Pursuant to Wis. Stats. § 7.52(1)(b), the clerk may appoint additional inspectors to assist the absentee ballot board of canvassers in canvassing absentee ballots under this section.

(3) The common council, in lieu of canvassing absentee ballots at polling places, hereby provides for the canvassing of absentee ballots by the municipal board of absentee ballot canvassers, which shall canvass all absentee ballots at all elections held in the city pursuant to procedures established by the state division governing elections.

(4) The clerk shall give at least 48 hours' notice of any meeting of the board of absentee canvassers under this section.

(5) The clerk, no later than the closing hour of the polls, shall post at the clerk's office and on the Internet at a site announced by the clerk before the poll opens, and shall make available to any person upon request, a statement of the number of absentee ballots that the clerk-treasurer has mailed or transmitted to electors and that have been returned by the closing hour on election day.

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(Code 2001, § 2-3; Ord. No. 01-09, § 1, 7-17-2001; Ord. No. 08-16, § 1, 6-17-2008; Ord. No. 15-07, § 3, 1-20-2015; Ord. No. 16-08, § 1, 5-17-2016)

Sec. 2-4. Aldermanic district map.

The map referenced in section 2-1 and attached to Ordinance No. 21-27 as exhibit 1, on file in the city clerk's office, is hereby adopted and incorporated into this chapter for the purposes of delineating aldermanic district boundaries in the city.

(Code 2001, § 2-4; Ord. No. 11-19, § 2, 12-20-2013; Ord. No. 15-07, § 4, 1-20-2015; Ord. No. 21-27, § 2, 11-16-2021)

Sec. 2-5. Ward map.

The resolution dividing the city into wards as required under section 2-2 shall contain a map showing the location of the various wards within the city.

(Code 2001, § 2-5; Ord. No. 01-09, § 1, 7-17-2001; Ord. No. 15-07, § 5, 1-20-2015; Ord. No. 21-25, § 2, 10-19-2021)

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Chapters 3--5

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Chapter 6

COMMON COUNCIL

Sec. 6-1. Meetings.

(a) *Annual and regular meetings.* The common council shall hold its annual organizational meeting on the third Tuesday of April. Thereafter, regular meeting of the council shall be held in the council chambers, commencing at 7:30 p.m., on the first Tuesday and the third Tuesday of each month, excepting legal holidays and election days, in which case such regular meeting shall be rescheduled. When civic or community events or other obligations conflict with a regularly scheduled meeting, the mayor may reschedule not more than one regular meeting per month upon ten days written notice to each member of the council and the city clerk or upon 24-hour written notice in the case of an emergency.

(b) *Adjournments.* Any regular meeting may, by a majority vote of the council, adjourn to a later date.

(c) *Mayor presides.* The mayor shall preside at all meetings when present, and in his or her absence the president of the council shall preside. In case of the absence of the mayor and president of the council, the clerk shall call the council to order, and thereupon the council shall elect one of its own members president of the council, pro tem, who shall preside and have the powers and duties of the mayor. The president, when acting in place of the mayor, shall not forfeit his or her vote as councilmember or as acting mayor on a tie vote.

(d) *Special meetings.* The mayor may call a special meeting of the council by written notice to each member of the council, at least six hours before the meeting, which notice shall specify the object of the meeting and the business to be transacted. Upon a petition filed with the city clerk containing the signature of at least one-third of the members of the council, a special meeting shall be called and notice given as provided in this section. No business may be transacted at a special meeting except that for which such meeting was called.

(e) *Council sessions to be public.* Council sessions shall be open and public, their proceedings shall be recorded in full, and all their papers and records and all election returns shall be deposited with the clerk and may be examined at any time in the presence of the clerk.

(Code 1974, § 3.01; Code 2001, § 6-1; Ord. No. 13-17, § 15, 8-20-2013; Ord. No. 21-17, §§ 1, 2, 8-17-2021)

Sec. 6-2. Quorum and required vote.

Two-thirds of the members of the common council, that is, six members, shall constitute a quorum of the council. A less number may compel the attendance of absent members and adjourn a council meeting. A majority of all the members present at a council meeting having a quorum shall be necessary for the approval and adoption of any proposed ordinance, resolution or motion, excepting those ordinances, resolutions or motions requiring a greater number of votes by state law for approval and adoption. A majority of all the members of the entire council, which is a minimum of five members, shall be necessary for the making or confirmation of an appointment.

(Code 1974, § 3.02; Code 2001, § 6-2)

Sec. 6-3. Rules of order.

(a) *Order of business.* The presiding officer shall call a council meeting to order at the appointed time, and the following order of business shall be observed:

(1) Reading minutes of previous meeting and amendments, or correction of the same.

(2) Committee recommendation.

(3) Reports of special committees and action thereon.

(4) Presentation and consideration of resolutions or ordinances.

(5) Presentation of petitions, memorials, etc., and their consideration.

(6) Unfinished, new and miscellaneous business.

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(b) *Introduction of business.* All resolutions shall be in writing and submitted at least 24 hours before the meeting unless such requirement is suspended by a three-fourths vote of the council and, when seconded and stated from the chair, shall be open for consideration. Every member present when the vote is taken shall vote thereon, unless excused, or unless he or she is interested in the question.

(c) *Presiding officer to preserve order.* The presiding officer shall preserve order and decorum and decide on questions of order subject to an appeal.

(d) *Motion to adjourn.* A motion to adjourn shall always be in order and shall have precedence over all others and be decided without debate.

(e) *Debate.* Every member, previous to speaking, shall rise and address the chair. No member shall speak more than 15 minutes at a time on any question, and only speak twice, unless to explain or by permission of the council.

(f) *Time limit on public hearing testimony and public comment.* If the agenda for any public meeting includes a public hearing or a period for public comment, each citizen speaker's public hearing input or public comment shall be limited to no more than five minutes. The council may agree by a two-thirds vote to waive the time limitations established by the section. Comments made during any period of time set aside for public comment shall pertain to matters under the jurisdiction of the governmental body conducting the meeting.

(g) *Addressing council.* No person not a member shall address the council except by permission. The director of public works and the city attorney shall have the right and obligation to address the council at any time when any subject is being discussed under their jurisdiction so that the council shall be properly advised on the same. Any councilmember or the mayor shall have the right to question any public official of the city who is present at a council meeting without suspension of the rules.

(h) *Second reading and vote.* All ordinances except those ordinances requiring a two-thirds or three-fourths majority vote, which are not adopted by unanimous vote of those councilmembers present at a quorum meeting, shall be held over for a second reading at the next regular council meeting or at a specially held council meeting, and shall not be adopted until such ordinances have received, at least, a majority vote at such second reading.

(i) *Motion to reconsider.* A motion to reconsider any vote may lie over to the next meeting, unless a motion to lay it on the table is made and carried.

(j) *Vote at special meetings.* No vote of the council shall be reconsidered or rescinded at a special meeting, unless at such special meeting there be present as large a number of councilmembers as were present when such vote was taken.

(k) *Mayor not to vote.* The mayor shall not have the power to vote on questions presented to the council except, when a vote by the council results in a tie, the mayor may cast a deciding vote on the question immediately, except on those questions where two-thirds or three-fourths majority vote of the council is required.

(l) *Robert's Rules of Order, Newly Revised.* The rules of parliamentary practice comprised in Robert's Rules of Order, Newly Revised, shall govern the council in all cases in which they are applicable and in which they are not inconsistent with state laws and rules contained in this chapter.

(m) *Amendment of rules.* These rules may be amended or altered, or new rules adopted by a majority of all the members elected at any meeting of the council on the report of a committee to which the subject has been referred at a previous meeting.

(n) *Suspension of rules.* A vote of a majority of the members of the council present will suspend its procedural rules and grant citizens the right and permission to address the council.

(Code 1974, § 3.03; Code 2001, § 6-3; Ord. No. 07-06, § 1, 3-6-2007; Ord. No. 13-17, § 13, 8-20-2013; Ord. No. 20-05, § 1, 6-2-2020; Ord. No. 21-19, § 1, 9-7-2021)

Sec. 6-4. Committees.

(a) *Appointment by mayor.* Members of the common council shall be appointed by the mayor to the committees set forth in this section. Each member of the common council shall be appointed to either the board of public works or the finance/personnel committee. Appointments shall be made annually at the organizational

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meeting of the common council held pursuant to section 6-1.

(b) *Board of public works.* The board of public works shall consist of the mayor and one member of the common council from each of the four councilmember districts of the city. The mayor shall act as chairperson. The board shall annually elect a vice-chair. The board shall have the powers and duties set forth in Wis. Stats. § 62.14. The board shall also review all parking and traffic recommendations of the city engineer. The director of public works shall act in an advisory capacity to the board and shall attend the board meetings.

(c) *Finance/personnel committee.* The finance/personnel committee shall consist of the mayor and one member of the common council from each of the four councilmember districts of the city. The mayor shall act as chairperson. The committee shall annually elect a vice-chair. The city administrator shall act in an advisory capacity to such committee and shall attend the committee meetings.

(d) *License committee.* The license committee shall consist of three members of the common council, representing three councilmember districts. The committee shall annually elect a chairperson and vice-chairperson. The license committee shall review issues relating to the issuance of the licenses, pursuant to chapter 7 and Wis. Stats. ch. 125 and shall make recommendations relating thereto to the common council. The license committee shall make preliminary investigations relating to alleged license violations which may result in suspension or revocation of any alcohol beverage license. The clerk shall act in an advisory capacity to such committee and shall attend the committee meetings.

(e) *Special meetings of committees.* The mayor may call a special meeting of the board of public works or the finance/personnel committee by notice to each member of the committee by providing the members of the common council with the same notice as may be required under the state Open Meeting Law. The clerk may schedule special meetings of the license committee as may be required to give effect to the duties of that committee. The term "special meeting" means a meeting scheduled other than on the regular meeting dates as may be, from time to time, established, but shall not include the resumption of a regular meeting after a committee has recessed to a date certain.

(Code 1974, § 3.04; Code 2001, § 6-4; Ord. No. 13-26, § 1, 12-17-2013)

Sec. 6-5. Referral to committees.

All ordinances, petitions and communications to the common council, and all accounts and resolutions appropriating money or creating any charge against any of the funds of the city shall be referred to the appropriate committee and shall only be acted upon by the council at a subsequent meeting. Nothing in this section, however, shall prohibit the council from ordering the immediate payment of bills contracted for the regular routine business of the city.

(Code 2001, § 6-5; Ord. No. 07-06, § 2, 3-6-2007)

Sec. 6-6. Ordinances.

(a) *Effective date.* An ordinance shall take effect the day after its publication unless a later date is stated in the ordinance.

(b) *Publication.* All ordinances passed by the common council and signed by the mayor shall be published according to the state statutes.

(c) *Proof of publication.* Publication must be proven by affidavit of foreman or publisher of the official paper which ordinance is required to be published in the official city paper before the ordinance is recorded. Such affidavit shall be recorded with the ordinance by the city clerk and shall be proof of publication. If ordinances are published by other means than publication in the official newspaper, the city clerk shall file an affidavit with the ordinance stating how it was published.

(Code 1974, § 3.07; Code 2001, § 6-6)

Sec. 6-7. Veto power of mayor.

The mayor shall have veto power as to all acts of the council, except such as to which it is expressly or by necessary implications otherwise provided. All such acts shall be submitted to him or her by the clerk and shall be in force upon his or her approval evidenced by his or her signature; or upon failing to approve or disapprove within

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five days, which fact shall be certified by the clerk. If the mayor disapproves, he or she shall file his or her objection with the clerk who shall present them to the council at its next regular meeting. A three-fourths vote of all the members of the council shall then make the act effective notwithstanding the objections of the mayor.

(Code 1974, § 3.08; Code 2001, § 6-7; Ord. No. 13-17, §§ 13—15, 8-20-2013)

Sec. 6-8. Duties of clerk.

It shall be the duty of the clerk, in addition to his or her other duties, to be present and keep correct minutes of the proceedings of each meeting of the council and to make a correct record of the same, engross all ordinances and bylaws, and record the same in a book of ordinances, furnish the committees with copies of resolutions and other matters that may be referred to them (unless the original papers are furnished) and to do such other clerical duties as may be prescribed by the council. In the absence of the city clerk, the council may appoint a clerk pro tem who shall have all the powers and duties of the clerk.

(Code 1974, § 3.09; Code 2001, § 6-8; Ord. No. 13-17, § 15, 8-20-2013)

Sec. 6-9. Council to be judge of its members.

(a) Election and qualifications. The common council shall be the judge of the election and qualifications of its own members and may punish its members or other persons present by fine for disorderly behavior.

(b) The council may compel its members to attend and may employ the chief of police and police officers for that purpose.

(c) The council may find and expel any member for neglecting his or her duty as such member, or for unnecessary absence from sessions.

(Code 1974, § 3.10; Code 2001, § 6-9; Ord. No. 13-17, § 15, 8-20-2013)

Sec. 6-10. Telephone/video-conference meeting attendance.

Meeting attendance by telephone or video-conference. Whenever a city governmental body, as defined in Wis. Stats. § 19.82(1), anticipates that members will appear by telephone or video-conference the meeting agenda shall, to the extent practicable, specify that members may be appearing by such means. Unless the meeting notice specifically identifies that the governmental meeting is being conducted solely via telephonic or video-conferencing means, together with specific information on the notice identifying the means by which the public may attend such meeting, any member attending the meeting via telephone/video-conference shall not count toward the official quorum of the body. Appropriate equipment shall be used so that the attending public can readily observe or hear such member or other's participation in the meeting.

(Code 2001, § 6-11; Ord. No. 11-17, § 1, 12-6-2011; Ord. No. 21-07, § 1, 4-20-2021)

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Chapter 7

ALCOHOL BEVERAGES

Sec. 7-1. State statutes adopted by reference.

(a) The following provisions of the state statutes, in effect upon the adoption of the ordinance from which this chapter is derived, and as the same may from time to time be amended, are incorporated in this chapter by reference as though fully set forth in this section and made part of this chapter and adopted as local regulations:

This Code §	*Wis. Stats. §*	*Description*
7.125.02	125.02	Definitions
7.125.04	125.04	General licensing requirements
7.125.06	125.06	License and permit exceptions
7.125.07	125.07	Underaged and intoxicated persons on licensed premises; etc.
7.125.085	125.085	Proof of age
7.125.09	125.09	General restrictions
7.125.10	125.10	Municipal regulations
7.125.12	125.12	Revocations; suspensions; refusals to issue or renew
7.125.17	125.17	Issuance of operator's licenses
7.125.25	125.25	Class “A” licenses
7.125.26	125.26	Class “B” licenses
7.125.28	125.28	Wholesaler's permits licenses
7.125.315	125.315	Evading law by giving away fermented malt beverages
7.125.32	125.32	General restrictions and requirements—malt beverage
7.125.51	125.51	Retail licenses and permits
7.125.67	125.67	Evading law by giving away intoxicating liquors
7.125.68	125.68	General restrictions and requirements—intoxicating liquors

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(b) Nothing contained in the statutory provisions listed in subsection (a) of this section shall be construed as limiting the application or enforcement of any additional regulations, conditions or restrictions imposed by this chapter, and if any provisions contained in such chapter are more restrictive, the same shall take precedence over the language of the foregoing statutes adopted in subsection (a) of this section by reference.

(Code 1974, § 35.01; Code 2001, § 7-1; Ord. No. 09-30, §§ 1, 2, 12-15-2009)

Sec. 7-2. Licenses and fees.

(a) *Types of licenses.* Pursuant to the powers granted municipalities by Wis. Stats. ch. 125, the city elects to issue the following licenses under the terms and conditions of this chapter:

(1) Class "A" fermented malt beverage license.

(2) Class "B" fermented malt beverage license.

(3) "Class A" intoxicating liquor license.

(4) "Class B" intoxicating liquor license.

(5) Reserve "Class B" liquor license.

(6) "Class C" wine license.

(7) Wholesaler's license.

(8) Operator's license (two-year license).

(9) Temporary Class "B" fermented malt beverage license.

(10) Temporary "Class B" wine license.

(11) Temporary operator's license.

(12) Provisional operator's license.

(13) Provisional retail licenses.

(b) *Fees.*

(1) Fees for such licenses shall be as determined by the common council. Such fees may include processing fees, application fees, late fees and fees for expedited process.

(2) If a "Class B" intoxicating liquor license is applied for at a time other than the annual application period to become effective other than on July 1, such license may be granted, which shall expire the following June 30, upon payment of such proportion of the usual annual license fee as the number of months remaining until June 30 of such year bears to 12, except that the minimum fee for such license shall in no case be reduced to less than $100.00.

(c) *Renewal applications.*

(1) Applications for license renewals, including payment of such fee as is prescribed by the common council, which are filed with the clerk not less than 30 days nor more than 45 days prior to the date the license is to be issued shall receive a credit toward the license renewal fee. Such credit shall be as determined by resolution of the common council.

(2) Payment of the late fee shall not relieve any person from any other penalty prescribed in this chapter for failure to possess or obtain a license.

(d) *Multiple applications for "Class B" intoxicating liquor licenses available under state quota.*

(1) If more than one complete license application is timely filed with the city clerk for any available "Class B" liquor license, the city clerk shall require each applicant to complete a supplemental questionnaire regarding the economic benefits of such proposed licensed establishment. Such supplemental questionnaire shall seek information from the applicant as to the following:

a. Number of jobs to be created should the license be granted to the applicant;

b. Scope and cost of any improvements the applicant intends to make to the location sought to be licensed;

c. Size of premises for which license is sought, including proposed seating capacity of such premises; and

d. Certainty of such venture.

(2) The city clerk shall forward all license application materials to the license committee for review.

(3) The license committee shall review all materials submitted. Its recommendation to the common council on granting such available "Class B" licenses shall be based upon its determination as to which application will provide the most economic benefit to the city. In making its recommendation, the license committee shall evaluate the following factors for each license application:

a. Number of jobs to be created;

b. Location of proposed licensed premises;

c. Size of proposed licensed premises;

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d. Amount and value of improvements, if any, which licensee has committed to invest in premises; and

e. Certainty of proposed venture.

The license committee, in its recommendation, shall indicate how each factor is met and to what extent.

(4) In granting such license, the common council shall give consideration to the recommendation of the license committee and shall also make its own findings regarding the factors set forth in subsection (d)(3) of this section. Any license decision to grant a license where multiple complete applications for such license are timely filed with the clerk's office shall be based upon the council's determination as to which application the council determines shall provide the most economic benefit to the city.

(e) *Granting of licenses.*

(1) *Approvals.* All licenses granted are specifically conditioned upon the following and only after such conditions have been satisfied may the city clerk issue such license:

a. All necessary approvals of city departments are received by the clerk.

b. Not more than 60 days has passed since the license was granted. If not issued within 60 days of being granted, the conditional granting of the license shall lapse.

(2) *Temporary Class "B" licenses (picnic licenses).* Pursuant to Wis. Stats. §§ 125.26 and 125.51, the city clerk and deputy city clerk are delegated the authority to grant temporary Class "B" licenses.

(3) *Temporary operator's licenses.* Pursuant to Wis. Stats. § 125.17, the city clerk and deputy city clerk are delegated the authority to grant temporary operator's licenses. No temporary operator's license shall be issued to any person who does not possess all requirements specified for an operator's license at Wis. Stats. § 125.17.

(4) *Provisional license requirements.*

a. *Provisional operator's license.* The city clerk shall issue a provisional operator's license to:

1. Any person who has applied for an operator's license, is otherwise qualified to hold a license under this chapter, and who is enrolled in a training course required under Wis. Stats. § 125.17(6). The term "enrolled," for the purposes of this subsection, means having paid all fees for a course which is in progress or is to commence within 60 days of the issuance of such license. Such license shall be valid for 60 days from date of issue. The license shall be void if, during such 60-day period, the licensee receives a failing grade for the required training course. No person may hold more than one provisional license in a license year except upon showing of a bona fide effort to pass the required training course or other verified rationale for failing to obtain an operator's license during the pendency of the license issued under this section.

2. Any person who has applied for an operator's license, including payment of the required fee, who files a certified copy of a valid operator's license issued by another municipality. Such provisional license expires 60 days after issuance, when the operator's license applied for is issued, or upon expiration of the operator's license issued by another municipality, whichever occurs first.

3. The clerk may revoke the provisional operator's license if they discover that the holder of the provisional license made a false statement on the application, or if the clerk determines that the operator's license issued by another municipality and filed under subsection (b) of this section is not valid, or upon denial of the person's application for an operator's license.

b. *Provisional retail licenses.* The clerk shall issue provisional retail licenses as follows:

1. A provisional retail license shall be issued only to a person who has applied for and meets the qualifications for holding a Class "A," Class "B," "Class A," "Class B" or "Class C" license and authorizes only the activities that the type of retail license applied for authorizes. The

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clerk shall not issue a provisional "Class B" license if the municipalities quota under Wis. Stats. § 125.51(4) prohibits the issuance of a "Class B" license and the clerk shall not issue a provisional "Class A" license if the quota therefor, found in section 7-11, prohibits the issuance of a "Class A" license.

2. All provisional licenses issued under this section shall expire upon denial of the underlying license applied for, 60 days after its issuance, or when the Class "A," Class "B," "Class A," "Class B" or "Class C" license is issued to the holder, whichever is sooner. The clerk may revoke the license if it is discovered that the holder of the provisional license made a false statement on the application.

3. No person may hold more than one provisional retail license for each type of license applied for by the holder per year.

(5) *Two-year operator's licenses.* Pursuant to Wis. Stats. § 125.17, the city clerk and deputy city clerk are delegated the authority to grant operator's licenses. Operator's licenses shall be issued for two-year terms commencing July 1 of any even-numbered year and terminating June 30 of the next even-numbered year. The fee for such license shall be as determined by resolution of the common council. Licenses issued on or after July 1 of the second year of such licensing period shall also be issued for such fee as determined by common council.

(6) *Adult entertainment establishments.* No license for the sale of alcohol shall be granted for any adult entertainment establishment as defined in section 110-5 or any establishment that offers adult entertainment as defined therein.

(f) *Class "B" licenses.* A Class "B" retail licensee authorized to sell fermented malt beverages to be consumed, either on the premises where sold, or off the premises, may dispense and sell fermented malt beverages in sealed refillable bottles or containers.

(g) *Abandonment or non-use of license.* The alcohol beverage license issued for any premises which is abandoned, as defined herein, shall be subject to revocation by the common council as provided in this Code and Wis. Stats. § 125.12. The term "abandoned," for the purposes of the section, means a continuing refusal or failure of the licensee to use or operate upon the premises for the purpose or purposes for which the license was granted, for a period of four months or more. No license shall be reissued or renewed to a licensee if the business for which the license is issued has been inactive for a period of four months or more immediately prior to the renewal date.

(h) *Recreation premises.* For the purposes of Wis. Stats. § 125.32(3m)(i), incorporated by reference under section 7-1, the term "recreation premises" means:

(1) A premises in which an organized and regularly conducted recreational activity takes place.

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

(i) *Material falsification.* Any person who materially falsifies an application for an alcohol beverage license under this section will not be eligible to re-apply for an alcohol beverage license for a period of 12 months from the date of denial of such application. For the purposes of this section, a material falsification occurs when the applicant intentionally includes false information or knowingly excludes relevant information that would be likely to have an impact on the decision of the license committee or the common council.

(Code 1974, § 35.02; Code 2001, § 7-2; Ord. No. 02-29, §§ 1, 2, 9-3-2002; Ord. No. 03-34, § 1, 11-18-2003; Ord. No. 06-12, § 2, 6-6-2006; Ord. No. 06-19, §§ 1, 2, 7-5-2006; Ord. No. 06-33, § 16, 11-8-2006; Ord. No. 06-40, § 1, 11-21-2006; Ord. No. 06-43, § 1, 12-5-2006; Ord. No. 07-08, § 1, 4-4-2007; Ord. No. 08-23, § 1, 9-2-2008; Ord. No. 09-02, § 1, 1-20-2009; Ord. No. 09-15, § 1, 6-16-2009; Ord. No. 09-30, § 1, 12-15-2009; Ord. No. 12-31, § 1, 12-18-2012; Ord. No. 14-09, § 1, 7-1-2014; Ord. No. 16-21, § 1, 9-20-2016; Ord. No. 17-07, § 1, 5-16-2017; Ord. No. 18-16, § 1, 8-21-2018; Ord. No. 20-17 §§ 1, 2, 10-6-2020; Ord. No. 21-26, § 1, 10-19-2021)

Sec. 7-3. Use of outdoor premises.

(a) *Outdoor area on property of licensee.*

(1) *Licensed premises.* A Class "B" fermented malt or intoxicating liquor license may include, as part of the

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description of the licensed premises, an outdoor area under the legal control of the licensee immediately adjacent to the licenses premises which is to be operated in conjunction therewith. The license committee may consider the granting of any such license, in whole or in part, and may place reasonable conditions on the use of the outdoor premises.

(2) *Licensee responsibility.* A licensed outdoor area is subject to all regulations of this chapter and Wis. Stats. ch. 125.

(b) *Sidewalk cafe.*

(1) *Special conditions for sale of alcohol beverages at sidewalk cafes.*

a. No alcohol beverages may be served in a sidewalk cafe unless the common council has approved a sidewalk cafe permit issued under section 22-8(c) or section 106-6(b)(2)b and approved an expansion of the Class "B" license to include the area of a sidewalk cafe. Persons with a valid revocable occupancy permit issued by the city as of the effective date of the ordinance from which this section is derived are considered to possess a valid sidewalk cafe permit for the purposes of this provision.

b. Violations of the requirements of this chapter or Wis. Stats. ch. 125 may result in the cafe permit issued hereunder and the Class "B" premises expansion being repealed by the common council in addition to other penalties provided under those regulations.

c. Alcohol beverages shall only be served to patrons of the establishment by a server in the sidewalk cafe area. No carryout or carry-in of alcohol beverages by a patron to and from the area of the sidewalk cafe shall be permitted.

d. Service of alcohol beverages in sidewalk cafes shall be limited to restaurants which derive more than 50 percent of their gross business revenue from the sale of food. The license committee shall determine whether the 50 percent threshold is satisfied when the premises description change is reviewed by the committee. The applicant shall demonstrate to the committee that the 50 percent requirement is satisfied.

e. Each sidewalk cafe serving alcohol beverages shall be responsible for monitoring the area of the sidewalk cafe to ensure that customers are of legal drinking age and that alcohol beverages are not removed from the premises.

f. The sale of alcohol beverages in sidewalk cafes shall be limited to the hours of 11:00 a.m. to 11:00 p.m. All alcohol shall be removed from the sidewalk cafe area no later than 11:30 p.m.

(2) *Revocation of permit.* In addition to all other reasons enumerated or allowed in this section, all sidewalk cafe permits, including the privilege to serve alcohol beverages in such area, are subject to revocation under Wis. Stats. § 66.0425 if it is determined that occupancy of the sidewalk is detrimental to the public health, safety or welfare or if the right-of-way subject to such permit is required for some other public purpose.

(Code 1974, § 35.03; Code 2001, § 7-3; Ord. No. 07-29, § 1, 11-20-2007; Ord. No. 09-30, § 1, 12-15-2009)

Sec. 7-4. View of interior.

All premises for which a Class "B" or a "Class B" license has been issued shall be so arranged as to furnish a clear view from:

(1) The sidewalk;

(2) Other right-of-way; or

(3) Other property held open to the public;

located within five feet of the establishment perimeter, and no curtains, pictures, signs or other obstructions which interfere with such clear view shall be maintained. The provisions of this section, however, shall not apply to bona fide clubs, hotels and restaurants.

(Code 1974, § 35.04; Code 2001, § 7-4; Ord. No. 09-30, § 1, 12-15-2009; Ord. No. 10-27, § 1, 12-7-2010)

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Sec. 7-5. Inspection of taverns.

Prior to June 4 of each year, and prior to the issuance of a liquor license or a fermented malt beverage license:

(1) The building inspector shall inspect each of the premises to be licensed to ascertain if they conform with the building code of the city.

(2) The health commissioner, or an agent appointed by the health commissioner, shall inspect the premises to ascertain if they conform to the rules and regulations regarding health and sanitation of the state and the city.

(3) The fire chief, or an agent appointed by the chief, shall inspect the premises to ascertain if they conform to the rules and regulations governing safety and fire prevention of the state and the city.

(4) The chief of police, or an agent appointed by the chief, shall investigate all applications to ascertain if the same are proper and to ascertain if the granting of the application is consistent with the public interest of the city, including information as to whether there have been violations of the liquor and fermented malt beverage regulations, laws and rules of the city, or any other federal, state or local law directly related to the licensed activity. City officials, or their duly appointed and acting agents, shall sign a form to be furnished by the city clerk and filed in his or her office prior to June 5 of each year containing the names of all applicants or holders of licenses for intoxicating liquor or fermented malt beverages in the city and of applications made during the year.

(Code 1974, § 35.05; Code 2001, § 7-5; Ord. No. 09-30, § 1, 12-15-2009; Ord. No. 13-17, § 15, 8-20-2013)

Sec. 7-6. Music in licensed establishments.

(a) No person operating a licensed establishment shall allow or permit the playing of any musical instrument in such establishment between the hours of 1:00 a.m. and 8:00 a.m.

(b) Any playing of a musical instrument in violation of the above shall be deemed to be permitted or allowed by the operator and shall constitute a violation by the operator.

(Code 2001, § 7-6; Ord. No. 10-06, § 3, 4-7-2010)

Sec. 7-7. Hours of sale regulated.

No person may sell fermented malt beverages or intoxicating liquor on any Class "A" license premises between the hours of 9:00 p.m. and 8:00 a.m.

(Code 1974, § 35.07; Code 2001, § 7-7; Ord. No. 09-30, § 1, 12-15-2009)

Sec. 7-8. Summary abatement procedure; disorderly houses; imminent health hazard.

(a) *Duty to maintain order.* A licensee under this section shall have the duty to maintain order and peace in and around the licensed premises and to maintain such premises in compliance with all applicable municipal and state codes dealing with building and health requirements. This duty shall include any premises specifically identified on the license or used in conjunction with the licensed premises.

(b) *Duty to remove litter and other materials from and around licensed premises.* In addition to the requirements for litter removal under section 8-9(g), owners and persons in charge of establishments licensed under this chapter shall maintain the exterior entrances and surrounding areas used by customers, invitees and guests of the licensed premises, clean, free and clear of all other noxious materials or matter, including bodily fluids and other such offensive substances. This subsection applies during all hours of operation of the licensed premises. The owner or person in charge is responsible to make sure that said areas are clean and free of all such materials after all patrons and employees have left and the licensed premises is closed.

(c) *Police power to close licensed premises.* The police department may order any disorderly house closed until 8:00 a.m. the following day when in the reasonable view of the department the licensee or person in charge has failed to maintain peace and order as per subsection (a) of this section or the department otherwise believes the public safety is served by such closing by reason of threat to the bodily security, property or peaceful repose of any member of the public.

(d) *Building and health department authority to summarily abate public health and safety nuisances.* In their

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capacity as agents for the department of health and social services or the department of industry, labor and human relations, the health inspector or building inspector may order the temporary suspension of a restaurant or beverage license issued under this chapter where an imminent health or safety hazards exist on a licensed premises pending a hearing pursuant to state administrative code procedures. Such closing may act as grounds for suspension or revocation of liquor licenses issued under this chapter.

(Code 1974, § 35.08; Code 2001, § 7-8; Ord. No. 09-30, § 1, 12-15-2009; Ord. No. 17-15, § 1, 10-17-2017)

Sec. 7-9. Consumption or possession of intoxicants on streets.

(a) No person shall consume any intoxicating liquor or fermented malt beverage while in or upon any street, alley, sidewalk, thoroughfare, parking lot or other public way.

(b) All purchases of intoxicating liquor or fermented malt beverages by the glass or in open containers shall be consumed upon the licensed premises where served and shall not be removed to the public areas set forth in subsection (a) of this section.

(c) No person shall possess any glass or open container containing intoxicating liquor or fermented malt beverages in or on any public area set forth in subsection (a) of this section.

(d) The license committee of the common council may, in special circumstances where it is satisfied that adequate supervision and police protection exist and upon application therefor by any person, recommend that the common council issue a special permit allowing the consumption or possession of intoxicating liquor or fermented malt beverage contrary to subsections (a) and (c) of this section; such permit to restrict such activity to a specified time and location.

(e) Any person who shall violate this section or any part of this section shall be subject to a forfeiture as determined by resolution of the common council. If such forfeiture, plus costs, fees and other assessments allowed by law, is not paid within the time given, the person in default on payment may be subject to such alternative penalties as provided in Wis. Stats. ch. 800.

(Code 1974, § 35.09; Code 2001, § 7-9; Ord. No. 09-30, § 1, 12-15-2009; Ord. No. 14-20, § 1, 12-16-2014)

Sec. 7-10. Restriction on sales of intoxicating beverages.

(a) *Sale by persons.* All retail sales of intoxicating liquor or fermented malt beverages shall be transacted in its entirety between natural persons. The use of vending machines, self-serve areas, self-serve coolers, or other such schemes or devices is strictly prohibited.

(b) *Sale by drink.* All retail sales of intoxicating liquor or fermented malt beverage to be consumed on the premises shall be by the individual drink or pitcher, and the patron shall be charged by the individual drink or pitcher for such sales. The sale of any intoxicating liquor or fermented malt beverage for consumption on the premises which would permit the patron to consume an unspecified quantity of intoxicating liquor or fermented malt beverage for special price is prohibited.

(c) *Sales to intoxicated persons.* No intoxicating liquor or fermented malt beverage shall be sold, given, or otherwise dispensed to any person who is intoxicated or who exhibits signs or behaviors such that a reasonable person would conclude such person is intoxicated.

(Code 2001, § 7-10; Ord. No. 03-04, § 2, 2-4-2003; Ord. No. 09-30, § 1, 12-15-2009; Ord. No. 20-04, § 1, 4-21-2020)

Sec. 7-11. Limitations on "Class A" licenses.

(a) Except as provided herein, no "Class A" intoxicating liquor license may be granted to any premises where any business other than the sale of alcohol beverages is conducted. This prohibition shall not apply to retail establishments which meet the following requirements:

(1) Intoxicating liquor is displayed in a separate area of the establishment which is constructed with four solid walls and is capable of being locked and inaccessible to customers during those hours in which sales of intoxicating liquor are not permitted by law;

(2) The establishment has a 24-hour surveillance camera system for the entire establishment, including the area in which intoxicating liquor is displayed. Such recordings shall be kept for not less than 30 days and

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shall be made available to law enforcement at their request;

(3) Signage is installed both within the area in which intoxicating liquor is displayed and at points of sale within the establishment, that customers must be at least 21 years of age to purchase alcohol beverages;

(4) Wine, as defined in Wis. Stats. § 125.02, may be stored and displayed in unsecured areas of the licensed premises.

(b) Not withstanding Wis. Stats. § 125.32(3), no premises for which only a Class "A" fermented malt beverage license is issued shall be permitted to sell fermented malt beverages between the hours of 9:00 p.m. and 8:00 a.m.

(c) The sale or delivery of intoxicating liquor or fermented malt beverage from or through drive-up or walk-up service windows is prohibited. All sales of intoxicating liquor and fermented malt beverage must be entirely consumed within the premises described in the license application.

(d) Online ordering and curbside pickup of alcohol beverages.

(1) No establishment shall allow online purchase of alcohol beverages and curbside delivery of such purchases (click and collect), without first obtaining an extension of premises from the common council, upon recommendation of the license committee to license that portion of the establishment's parking lot that will allow vehicles to park for the purposes of picking up their online order.

a. The licensed establishment shall file a detailed operation plan with their extension of premises form that clearly details how their click and collect operation will function. The operation plan shall include the licensee's protocol for assuring that underage persons and intoxicated persons do not pick up alcohol via the click and collect program.

b. Failure of the licensee to provide a detailed operation plan with their extension of premises application shall result in the city clerk's office not forwarding the extension of premises form to the license committee for consideration.

(2) No establishment holding an alcohol beverage license shall allow online purchase and pick-up of alcohol beverages unless the sale is consummated on the licensed premises.

a. Payment for the purchase must be completed on premises and may not be completed until the purchaser is at the licensed premises and has presented valid photo identification that has been verified by a licensed operator employed by the premises.

b. The licensed operator must verify that the person placing the click and collect order is the same person picking up the order.

c. The sale and delivery of click and collect purchases shall be made only by a licensed operator.

d. No alcohol sales are permitted if the purchaser fails to present valid photo identification.

e. The click and collect system must allow the purchase of alcohol to be denied without affecting the remainder of the purchase.

(3) Each click and collect transaction must capture and retain an image of the vehicle into which the order is being loaded for 30 days.

(4) Pick-up of click and collect orders shall be between the hours of 8:00 a.m. and 8:00 p.m.

(5) There shall be a minimum four-hour waiting period between order time and pick-up time.

(6) Orders placed after 2:00 p.m. cannot be picked up until the following day.

(7) If the click and collect purchaser is not the driver of the vehicle into which the order is being loaded, the licensed operator must verify that the driver is 21 years of age or older.

(8) The licensed operator shall report to his or her manager any purchaser who shows signs of alcohol consumption, and in conjunction with the manager, shall assess sobriety for the purposes of approving or denying the sale.

(9) The pick-up area for click and collect purchases shall be clearly defined with visible markings, signs,

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and/or barriers and must be within 150 feet from the pick-up door.

(10) No events other than the delivery of click and collect orders shall be allowed on the expanded premises.

(e) Penalty. Any licensee or person who violates any provision of this section shall be subject to forfeiture as determined by resolution of the common council.

(Code 1974, § 35.14; Code 2001, § 7-11; Ord. No. 01-05, § 1, 3-20-2001; Ord. No. 04-01, §§ 1, 2, 1-20-2004; Ord. No. 06-12, § 1, 6-6-2006; Ord. No. 07-15, § 1, 8-7-2007; Ord. No. 09-30, § 1, 12-15-2009; Ord. No. 13-23, § 1, 11-5-2013; Ord. No. 16-17, § 1, 9-6-2016; Ord. No. 18-18, § 1, 9-4-2018)

Sec. 7-12. Penalties for violation of chapter.

Any person who violates any provisions of this chapter for which another specific penalty is not provided may be required to forfeit not less than $10.00 nor more than $500.00. This section will not apply to juvenile individuals subject to jurisdiction under Wis. Stats. ch. 48. Prosecution under any section of this chapter or any state liquor laws shall not in any way act as a bar to any action for suspension, revocation or other adverse action against licenses granted under this chapter.

(Code 1974, § 35.20; Code 2001, § 7-12; Ord. No. 09-30, § 1, 12-15-2009)

Sec. 7-13. Granting, suspension, revocation and nonrenewal of licenses.

(a) *Intent.* Pursuant to the provisions of Wis. Stats. ch. 125, no license granted under this chapter shall be suspended, revoked or nonrenewed without first affording the license holder an opportunity for a public evidentiary hearing.

(b) *Hearing forum.*

(1) The license committee shall conduct prehearings as described in this subsection and, based on information obtained in those prehearings, may recommend the conducting of formal evidentiary hearings to the common council.

(2) The common council shall conduct any formal evidentiary hearing for the final determination on the issue of suspension, revocation, nonrenewal or condition of renewal of an alcoholic beverage license as provided in this section.

(c) *Grounds.* Licenses may be the subject of hearing or prehearings as described in this section for any violation of Wis. Stats. ch. 125, this chapter or other violations of state statutes or municipal ordinances dealing with public safety, peace, health or repose, including, but not limited to, the following:

(1) The running of a disorderly house as proscribed by Wis. Stats. § 125.12.

(2) The licensee or operator directly interfering with police officers or otherwise violating the law in a manner substantially related to the operation of the licensed facility.

(3) Any violation of any health code provision of this Code dealing with public health, welfare and safety.

(4) Any building, electrical or plumbing code violation of this Code dealing with public health, welfare and safety.

(5) Any violation of chapter 78.

(6) Any allegations of unreasonable activities occurring on the licensed premises which substantially affect the health, welfare, safety or peaceful repose of area residents.

(7) Any liquor related violation involving juveniles as prescribed by Wis. Stats. ch. 125.

(8) Any violation of general statutory restrictions pertaining to the licensed premises and operations prescribed by Wis. Stats. ch. 125.

(9) Any failure to maintain the qualifications of all license holders as detailed by Wis. Stats. § 125.04, and as modified by the conditions of this chapter or a condition of granting or renewing a license.

(10) Any violation of any restrictions, stipulations or agreement made by the licensee and the common council.

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(d) *Prehearing upon allegation of regulation violations.* Notwithstanding the provisions of Wis. Stats. § 125.12, or this chapter, any state or city agency may, by written request to the city clerk, bring allegations of any violation of state liquor law or any violation listed or contemplated by those listed above before the license committee for prehearing as an item in a regular meeting of such committee. The conduct of a prehearing shall be informal, allowing the committee an opportunity to hear general allegations and permitting the accused licensee to respond if they so wish. The purpose of the prehearing will be to determine if the allegations are of sufficient magnitude, importance or otherwise of such a nature as to require a formal evidentiary hearing as provided by subsection (e) of this section.

(1) After hearing the allegations and any response, the committee shall determine whether:

a. To issue a letter of warning to the licensee to become a part of the licensee's permanent file;

b. No action be taken; or

c. To recommend to the common council that a formal evidentiary hearing be held.

(2) In determining the appropriate course of action, the committee shall consider:

a. The licensee's history of convictions, charges or complaints, and the relationship of such history to the licensed activities.

b. The length of time since such conviction, charge or complaint.

c. The circumstances and seriousness surrounding the complaints before the committee.

d. The degree of personal rehabilitation since the last incident involving the licensee.

e. The community standards or interests to be protected.

f. The need for a formal hearing to clarify the facts in regard to the factors listed in this subsection (d)(2).

(e) *Evidentiary hearing; suspension or revocation.* If a prehearing is conducted as provided in subsection (d) of this section, and a formal evidentiary hearing is recommended by the license committee, the city attorney's office shall see to it that a formal complaint, filed pursuant to Wis. Stats. § 125.12, is served as provided in this section. If such complaint is not drafted independently, the city attorney's office or a special prosecutor appointed for such hearing shall draft a formal complaint and see to it that such complaint is served with a summons as provided below. Complaints issued pursuant to Wis. Stats. § 125.12, or this subsection, may include any allegation of violation of a state or municipal liquor law or any other grounds as stated in subsection (c) of this section alleged to have occurred in the preceding two calendar years.

(f) *Nonrenewal; conditional renewal.* The common council may consider refusing to renew or conditioning the renewal of an alcohol beverage license for any of the causes stated in subsection (c) of this section, under the procedures provided in this section.

(1) Any citizen may request to appear before the license committee to consider such nonrenewal, and, upon such request, the committee shall informally hear such complaints and any responses of the licensee. After hearing such presentation, the committee shall consider the factors stated in subsection (d)(2) of this section, and shall make any of the following recommendations to the common council:

a. Refuse to renew the license; impose a particular condition on the renewal of the license;

b. Suspend the license for a set period of time;

c. Place the licensee on probation with or without conditions; or

d. Take no action at this time.

(2) If the committee has determined to take action, it shall order the city attorney or a special prosecutor appointed for such purpose to draft and serve the licensee, as provided in subsection (e) of this section, a formal order to show cause providing specifically the determination of the committee and the grounds therefor. Such order to show cause may include any and all other incidents of alleged violations of any of the considerations stated in subsection (c) of this section which may have occurred within two calendar years of the date of the order to show cause. The order shall also provide the licensee 15 days to request

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a formal hearing before the common council on such order.

(3) Failure to request such hearing shall result in the imposition of the sanctions stated in the order, and the failure to comply with such condition shall be grounds for revocation or suspension of the license. If the licensee requests a hearing on the order to show cause, the matter shall be referred to the city attorney's office and scheduled for formal evidentiary hearing as provided in subsection (g) of this section.

(g) *Hearing procedures.*

(1) Upon a complaint issued pursuant to Wis. Stats. § 125.12, or subsection (e) of this section, or the request for a hearing on an order to show cause, as provided in subsection (f) of this section, having been filed with the city clerk, the common council shall issue a summons signed by the city clerk directed to any peace officer or constable therein commanding the person so complained of or ordered to appear before the common council on the day and at a place named in such summons, not less than three working days nor more than ten working days from its date, and show cause why the license should not be suspended, revoked, nonrenewed or conditioned, as provided in the order to show cause. Such summons shall be served at least three working days before the time in which such person is commanded to appear and shall be served, as provided at Wis. Stats. § 8.01, for civil actions.

(2) The licensee may be represented by counsel, present and examine witnesses under oath, and have prepared, at licensee's expense, a transcript of the hearing.

(3) The provisions of Wis. Stats. § 125.12 shall govern the conduct of the hearing under this subsection (g) of this section.

(h) *Disposition.* At the conclusion of an evidentiary hearing, as provided in this chapter, which hearing may be held in open or executive session depending on the nature of the evidence to be produced, the council, following deliberation in open or executive session, shall consider the factors listed in subsection (d) of this section, and shall thereupon make specific findings of fact and conclusions of law. Upon such findings of fact and conclusions of law, the council may order any of the following:

(1) No action shall be taken due to the insufficiency of the evidence.

(2) No action should be taken because of an accommodation on the part of the license holder.

(3) A warning letter shall be issued and the original shall be retained in the licensee's file kept in the office of the city clerk.

(4) A suspension of not less than ten nor more than 90 days shall be imposed.

(5) The license shall be revoked, nonrenewed or invalidated.

(6) The licensee shall be placed on probation and the council shall set conditions therefor.

(7) The complaint shall be tabled pending disposition of criminal or Code violations, at which time the matter will be considered and a recommendation shall be made.

(i) *Decision to grant licenses.*

(1) The city clerk and deputy city clerk are delegated the authority to grant the following licenses:

a. Temporary Class "B" licenses.

b. Temporary operator's licenses.

c. Provisional operator's licenses.

d. Two-year operator's licenses.

e. Provisional retail licenses.

A determination of the city clerk or deputy city clerk to not issue a license under this section may be reviewed by the license committee. If the review is under Wis. Stats. § 111.335(4) to allow the applicant to show evidence of rehabilitation and fitness to engage in the licensed activity, the license committee shall follow the process outlined in Wis. Stats. § 111.335(4). The committee shall notify the applicant of its decision

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in writing and state the reasons for the decision as set forth in Wis. Stats. § 125.12(3m). The decision of the license committee shall be final.

(2) The common council shall have the authority to grant any liquor license not listed in subsection (i)(1) of this section. Nothing in this section shall prohibit or alter the authority of the license committee to consider initial applications for liquor licenses and make recommendations thereon to the common council. Upon any such application, the license committee shall place the matter on the agenda and shall decide whether to recommend granting the license upon considering the effect of the proposed establishment on the public health, safety, repose or any other public interest rationally related to the issuance of the particular license. If the license committee determines to deny the granting of the license, it shall so recommend to the common council. If the common council approves of such recommendation, a formal notice will be sent to the licensee informing him or her of the decision not to issue the license and the reasons therefor.

(3) The Alcohol Beverage Licenses Enforcement Policy Guidelines, adopted by the license committee and effective as of March 3, 2020, as may be amended from time to time, shall be considered when issuing any alcohol beverage license, including retail licenses and operator's licenses.

(j) *Appeal.* Appeal from the decision of the common council shall be to the county district court.

(Code 1974, § 35.10; Code 2001, § 7-13; Ord. No. 03-04, § 1, 2-4-2003; Ord. No. 09-30, § 1, 12-15-2009; Ord. No. 11-10, §§ 1, 2, 4-6-2011; Ord. No. 13-17, § 14, 8-20-2013; Ord. No. 20-17 § 3, 10-6-2020)

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Chapter 8

OFFENSES

Sec. 8-1. Offenses against state law subject to forfeiture.

(a) The following state statutes, together with all amendments thereto as may be enacted from time to time, are hereby adopted and incorporated by reference as if fully set forth in this section. The penalty for violation of these statutes shall be determined by resolution of the common council.

This Code §	*Wis. Stats. §*	*Description*
8.167.10	167.10	Fireworks regulations
8.167.31	167.31	Safe use and transportation of firearms and bows
8.254.92	254.92	Purchase/possession of cigarettes or tobacco products by persons under 18 years of age
8.940.19(1)	940.19(1)	Battery; substantial battery; aggravated battery
8.941.13	941.13	False alarm
8.941.20	941.20	Endangering safety by the use of a dangerous weapon
8.941.23	941.23	Carrying concealed weapon
8.941.235	941.235	Carrying a firearm in a public building
8.941.237	941.237	Carrying handgun where alcohol beverages may be sold/consumed
8.941.26	941.26	Machine guns and other weapons; use in certain cases; penalty
8.941.28	941.28	Possession of short-barreled shotgun or short barreled rifle
8.941.29	941.29	Possession of firearms
8.941.37	941.37	Obstructing emergency or rescue personnel
8.943.01(1)	943.01(1)	Damage to property
8.943.13	943.13	Trespass to land
8.943.14	943.14	Criminal trespass to dwelling
8.943.15	943.15	Entry into construction site or locked building, dwelling or room
8.943.20	943.20	Theft
8.943.201	943.201	Unauthorized use of personal identifying information or documents
8.943.21	943.21	Fraud on a hotel or restaurant keeper, recreational attraction, taxicab operator, or gas station
8.943.225	943.225	Refusal to pay for motor bus ride
8.943.34	943.34	Receiving stolen property
8.943.37	943.37	Alteration of property identification marks
8.943.38	943.38	Forgery
8.943.41	943.41	Financial transaction card crimes
8.943.45	943.45	Theft of telecommunications service
8.943.46	943.46	Theft of video service

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8.943.47	943.47	Theft of satellite cable programming
8.943.50	943.50	Retail theft; theft of services
8.943.55	943.55	Removal of shopping cart
8.943.61	943.61	Theft of library material
8.943.70	943.70	Computer crimes
8.943.82	943.82	Fraud against financial institution
8.944.15	944.15	Public fornication
8.944.17	944.17	Sexual gratification
8.944.20	944.20	Lewd and lascivious behavior
8.945.02	945.02	Gambling
8.946.41	946.41	Resisting or obstructing officer
8.946.42	946.42	Escape
8.947.01	947.01	Disorderly conduct
8.947.012	947.012	Unlawful use of telephone
8.947.0125	947.0125	Unlawful use of computerized communication systems
8.947.013	947.013	Harassment
8.947.04	947.04	Drinking in common carriers
8.947.06	947.06	Unlawful assemblies and their suppression
8.948.51	948.51	Hazing
8.948.605	948.605	Gun-free school zones
8.951.01—951.18	951.01—951.18	Crimes against animals
8.961.41	961.41	Possession of marijuana
8.961.573	961.573	Possession of drug paraphernalia
8.961.574(2)	961.574(2)	Manufacture or delivery of drug paraphernalia
8.961.575(2)	961.575(2)	Delivery of drug paraphernalia to a minor

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(b) For purposes of charging and prosecution of any forfeiture action under this Code, the city hereby adopts section Wis. Stats. § 939.05, party to a crime, and Wis. Stats. § 939.32, attempt.

(Code 1974, § 41.01; Code 2001, § 8-1; Ord. No. 06-45, § 1, 12-5-2006; Ord. No. 09-16, § 2, 8-18-2009; Ord. No. 09-19, § 1, 8-18-2009; Ord. No. 09-30, §§ 3, 4, 12-15-2009; Ord. No. 10-19, § 1, 9-21-2010; Ord. No. 10-22, §§ 1, 2, 10-19-2010; Ord. No. 13-18, § 1, 8-20-2013)

Sec. 8-2. Loading and discharge of weapons.

(a) *Firearms.*

(1) The term "firearm" has the meaning given in Wis. Stats. § 167.31(1)(c).

(2) Discharge of firearms within the city limits. No person shall discharge, or cause to be discharged, any firearm within the city limits as defined in this section, except as follows:

a. For use in the hunting of migratory birds and waterfowl in that portion of the Fox River contiguous to unincorporated areas which allow hunting, and in accordance with state regulations.

b. For the purpose of elimination of animals, as authorized by the department of natural resources and the city police department, and such decision may be appealed to the common council.

(3) Regulation of the possession of firearms shall be as provided in section 8-1.

(b) *Bow and arrow or crossbow hunting.*

(1) It shall be unlawful for purposes of hunting to discharge a bow and arrow or crossbow within a distance of 100 yards from a building located on another person's land. This restriction shall not apply if the person who owns the land on which the building is located allows and gives written permission to the person to use or discharge an arrow or bolt with a bow and arrow or crossbow within the specified distance of the building. Any person who discharges a bow and arrow or crossbow shall discharge the arrow or bolt toward the ground. The term "building" shall be as defined in Wis. Stats. § 29.038.

(2) It shall be unlawful for a person to use or discharge a bow and arrow or crossbow on or across any portion of land owned or leased by the city.

(3) It shall be unlawful for a person to use or discharge a bow and arrow or crossbow where the arrow or bolt may endanger the life, limb or property of another or will traverse any part of any street, alley, public grounds or parks.

(c) *Other weapons.*

(1) No person shall carry or have under his or her control any air rifle, pellet gun, BB gun, slingshot or other weapon other than a firearm as defined above, that projects any type of missile in public while such weapon is loaded or uncased or uncovered.

(2) No person shall discharge, or cause to be discharged, any weapon, as ~~defined herein~~ enumerated in subsection (c)(1) of this section, within the city limits as defined in this section, except for the purpose of elimination of animals, as authorized by the department of natural resources and the city police department, and such decision may be appealed to the common council.

(Code 1974, § 41.02; Code 2001, § 8-2; Ord. No. 02-04, §§ 1, 2-20-2002; Ord. No. 09-16, § 1, 8-18-2009; Ord. No. 09-30, § 3, 12-15-2009; Ord. No. 13-17, § 15, 8-20-2013; Ord. No. 14-05, §§ 1, 2, 3-4-2014)

Sec. 8-3. Smoking, vapor product and tobacco regulations.

(a) *Smoking/vapor product regulations.*

(1) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Assisted living facility means a community-based residential facility, as defined in Wis. Stats. § 50.01(1g), a residential care apartment complex, as defined in Wis. Stats. § 50.01(6d), or an adult family home, as defined in Wis. Stats. § 50.01(1)(b).

Childcare center has the meaning given in Wis. Stats. § 49.136(1)(ad).

Educational facility means any building used principally for educational purposes in which a school is located or a course of instruction or training program is offered that has been approved or licensed by a state agency or board.

Employment, notwithstanding Wis. Stats. § 101.01(5), means any trade, occupation, or process of manufacture or any method of carrying on such trade, occupation, or process of manufacture in which any person may be engaged.

Enclosed place means a structure or area that has all of the following:

(1) A roof.

(2) More than two substantial walls.

Inpatient health care facility means a hospital, as defined in Wis. Stats. § 50.33(2), a county home established under Wis. Stats. § 49.70, a county infirmary established under Wis. Stats. § 49.72, a nursing home, as defined in

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Wis. Stats. § 50.01(3), a hospice, as defined in Wis. Stats. § 50.90(1), a state veterans' home under Wis. Stats. § 45.50 or a treatment facility.

Lodging establishment means any of the following:

(1) A bed and breakfast establishment, as defined in Wis. Stats. § 97.01(1g). ~~254.61(1).~~

(2) A hotel, as defined in Wis. Stats. § 97.01(7) ~~254.61(3).~~

(3) A tourist roominghouse, as defined in Wis. Stats. § 97.01(15k) ~~254.61(6)~~.

Person in charge means the person, or his or her agent, who ultimately controls, governs or directs the activities aboard a public conveyance or at a location where smoking is prohibited or regulated under this section.

Place of employment, notwithstanding Wis. Stats. § 101.01(11), means any enclosed place that employees normally frequent during the course of employment, including an office, a work area, an elevator, an employee lounge, a restroom, a conference room, a meeting room, a classroom, a hallway, a stairway, a lobby, a common area, a vehicle, or an employee cafeteria.

Private club means a facility used by an organization that limits its membership and is organized for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose.

Public conveyance means a mass transit vehicle as defined in Wis. Stats. § 340.01(28m), a school bus as defined in Wis. Stats. § 340.01(56), or any other device by which persons are transported, for hire, on a highway or by rail, water, air, or guidewire within the state, but does not include such a device while providing transportation in interstate commerce.

Public place means any enclosed place that is open to the public, regardless of whether a fee is charged or a place to which the public has lawful access or may be invited.

Restaurant means an establishment as defined in Wis. Stats. § 97.01(14g) ~~254.61(5)~~.

Retail establishment means any store or shop in which retail sales is the principal business conducted.

Retail tobacco store means a retail establishment that does not have a "Class B" intoxicating liquor license or a Class "B" fermented malt beverages license and that generates 75 percent or more of its gross annual income from the retail sale of tobacco products and accessories.

Smoking means burning or holding, or inhaling or exhaling smoke from, any of the following items containing tobacco:

(1) A lighted cigar.

(2) A lighted cigarette.

(3) A lighted pipe.

(4) Any other lighted smoking equipment.

(5) Any use of a vapor product as defined in this section.

Sports arena means any stadium, pavilion, gymnasium, swimming pool, skating rink, bowling center, or other building where spectator sporting events are held.

State institution means a mental health institute, as defined in Wis. Stats. § 51.01(12), a center for the developmentally disabled, as defined in Wis. Stats. § 51.01(3), or a secure mental health facility at which persons are committed under Wis. Stats. § 980.06.

Substantial wall means a wall with an opening that may be used to allow air in from the outside that is less than 25 percent of the wall's surface area.

Tavern means an establishment, other than a restaurant, which holds a "Class B" intoxicating liquor license or Class "B" fermented malt beverages license.

Tobacco bar means a tavern that generates 15 percent or more of its annual gross income from the sale on the tavern premises, other than from a vending machine, of cigars and tobacco for pipes.

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Tobacco product means any form of tobacco prepared in a manner suitable for smoking but not including a cigarette.

Treatment facility means a publicly or privately operated inpatient facility that provides treatment of alcoholic, drug dependent, mentally ill, or developmentally disabled persons.

Vapor product means any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. The term "electronic delivery device" includes any component part of such product whether or not sold separately. The term "electronic delivery device" does not include any component product that has been approved or otherwise certified by the United States Food and Drug Administration for legal sales for use in tobacco cessation treatment or other medical purposes and is being marketed and sole solely for that purpose.

(2) *Prohibition against smoking.*

a. Except as provided in subsection (a)(4) of this section, no person may smoke in any of the following enclosed places:

1. Residence halls or dormitories owned or operated by a college or university.
2. Childcare centers.
3. Educational facilities.
4. Inpatient health care facilities.
5. Theaters.
6. State institutions.
7. Restaurants.
8. Taverns.
9. Private clubs.
10. Retail establishments.
11. Common areas of multiple-unit residential properties.
12. Lodging establishments.
13. State, county, city, village, or town buildings.
14. All enclosed places, other than those listed in subsections (a)(2)a.1 to 13 of this section that are places of employment or that are public places.

b. No person may smoke at any of the following outdoor locations:

1. Anywhere on the premises of a childcare center when children who are receiving childcare services are present.
2. A location that is 25 feet or less from a residence hall or dormitory that is owned or operated by a college or university.

c. No person may smoke in any of the following:

1. A sports arena.
2. A bus shelter.
3. A public conveyance.

(3) *Responsibility of persons in charge.*

a. No person in charge may allow any person to smoke in violation of subsection (a)(2)a of this section at a location that is under the control or direction of the person in charge.

b. A person in charge may not provide matches, ashtrays, or other equipment for smoking at the

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location where smoking is prohibited.

c. A person in charge shall make reasonable efforts to prohibit persons from smoking at a location where smoking is prohibited by doing all of the following:

1. Posting signs setting forth the prohibition and providing other appropriate notification and information concerning the prohibition.

2. Refusing to serve a person, if the person is smoking in a restaurant, tavern, or private club.

3. Asking a person who is smoking to refrain from smoking and, if the person refuses to do so, asking the person to leave the location.

d. If a person refuses to leave a location after being requested to do so as provided in subsection (a)(3)c.3 of this section, the person in charge shall immediately notify an appropriate law enforcement agency of the violation.

e. A person in charge may take measures in addition to those listed in subsections (a)(3)b and c of this section to prevent persons from being exposed to others who are smoking or to further ensure compliance with this section.

(4) *Exceptions.* The prohibition against smoking in subsection (a)(2) of this section does not apply to the following:

a. A private residence.

b. A room used by only one person in an assisted living facility as his or her residence.

c. A room in an assisted living facility in which two or more persons reside if every person who lives in that room smokes and each of those persons has made a written request to the person in charge of the assisted living facility to be placed in a room where smoking is allowed.

d. A retail tobacco store that is in existence on June 3, 2009, and in which only the smoking of cigars and pipes is allowed.

e. A tobacco bar that is in existence on June 3, 2009, and in which only the smoking of cigars and pipes is allowed.

~~(5) *Local authority.* This section does not limit the authority of any county, city, village or town to enact ordinances or of any school district to adopt policies that, complying with the purpose of this section, protect the health and comfort of the public. If a county, city, village, or town enacts an ordinance, or if a school district adopts a policy, regulating or prohibiting outside smoking in certain areas as authorized under this subsection, the ordinance may apply only to public property under the jurisdiction of the county, city, village, town, or school district. Such ordinance shall provide that the person in charge of a restaurant, tavern, private club, or retail establishment located in an area subject to the ordinance may designate an outside area that is a reasonable distance from any entrance to the restaurant, tavern, private club, or retail establishment where customers, employees, or persons associated with the restaurant, tavern, private club, or retail establishment may smoke. Such ordinance may not define the term "reasonable distance" or set any specified measured distance as being a "reasonable distance."~~

(5) *Uniform signs.* The department shall, by rule, specify uniform dimensions and other characteristics of the signs required under subsection (a)(3)c.1 of this section. These rules may not require the use of signs that are more expensive than is necessary to accomplish their purpose.

(6) *Signs for state agencies.* The department shall arrange with the department of administration to have signs prepared and made available to state agencies for use in state facilities that set forth the prohibition against smoking.

(7) *Penalties.* Any person who violates this section shall be subject to a forfeiture as determined by resolution of the common council, which shall be in strict conformity with the following:

1. Any person who violates subsection (a)(2) of this section shall be subject to a forfeiture of not less than $100.00 nor more than $250.00 for each violation;

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2. Any person in charge who violates subsections (a)(3)b to d of this section shall be subject to a forfeiture of $100.00 for each violation;

3. For violations subject to the forfeiture under subsection (a)(7)2 of this section, if the person in charge has not previously received a warning notice for a violation of subsection (a)(3)b to d of this section, the law enforcement officer shall issue the person in charge a warning notice and may not issue a citation.

4. No person in charge may be required under subsection (a)(7)2 of this section to forfeit more than $100.00 in total for all violations of subsection (a)(3)b to d of this section occurring on a single day.

(8) *Injunction.* Notwithstanding Wis. Stats. § 165.60, state or local officials or any affected party may institute an action in any court with jurisdiction to enjoin repeated violations of this section.

(b) *Possession of tobacco and vapor products by minors prohibited.*

(1) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Minor means an individual who is less than 18 years of age.

Person who sells tobacco products at retail means a person whose ordinary course of business consists, in whole or in part, of the retail sale of tobacco products subject to the state sales tax.

Person who sells vapor products at retail means a person whose ordinary course of business consists, in whole or in part, of the retail sale of vapor products.

Possession of a tobacco product or vapor product means actual physical control of the tobacco or vapor product whether or not the person actually owns that product, or the right to control the tobacco or vapor product even though it is in a different room or place than where the person is physically located.

Public place means a public street, sidewalk, park or any area open to the general public in a publicly owned or operated building or premises, or in a public place of business or school.

Tobacco product means a product that contains tobacco and is intended for human consumption, including, but not limited to, cigarettes, as defined in Wis. Stats. § 139.30(1m) and non-cigarette smoking tobacco or smokeless tobacco, ~~as those terms are defined in Section 2 of the Tobacco Products Tax Act,~~ and cigars as defined in Wis. Stats. § 139.75(12). The term "tobacco product" does not include a vapor product or a product regulated as a drug or device by the United States Food and Drug Administration.

Use a tobacco product or vapor product means to smoke, chew, suck, inhale, or otherwise consume a tobacco product or vapor product.

Vapor product means any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. The term "electronic delivery device" includes any component part of such a product whether or not sold separately. The term "electronic delivery device" does not include any product that has been approved or otherwise certified by the United States Food and Drug Administration for legal sales for use in tobacco cessation treatment or other medical purposes and is being marketed and sold solely for that approved purpose.

(2) *Prohibition.* A minor shall not do any of the following:

a. Purchase or attempt to purchase a tobacco product or vapor product.

b. Possess or attempt to possess a tobacco product or vapor product.

c. Use a tobacco product or vapor product in a public place.

d. Present or offer to an individual a purported proof of age that is false, fraudulent, or not actually his or her own proof of age for the purpose of purchasing, attempting to purchase, possessing, or attempting to possess a tobacco product or vapor product.

e. Exemptions. Subsection (b)(2) of this section shall not apply to a minor participating in any of the

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following:

1. An undercover operation in which the minor purchases or receives a tobacco product or vapor product under the direction of the minor's employer and with the prior approval of the local prosecutor's office as part of an employer-sponsored internal enforcement action.
2. An undercover operation in which the minor purchases or receives a tobacco product or vapor product under the direction of the state police or a local police agency as part of an enforcement action, unless the initial or contemporaneous purchase or receipt of the tobacco product or vapor product by the minor was not under the direction of the state police or the local police agency and was not part of the undercover operation.
3. Compliance checks in which the minor attempts to purchase tobacco products for the purpose of satisfying federal substance abuse block grant youth tobacco access requirements if the compliance checks are conducted with the prior approval of the state police or a local police agency.
4. The handling or transportation of a tobacco product or vapor product by a minor under the terms of that minor's employment.

(3) *Furnishing to minors prohibited.* A person shall not sell, give or furnish any vapor product to a minor, including, but not limited to, through a vending machine.

a. This section shall not apply to the handling or transportation of a vapor product by a minor under the terms of the minor's employment.

b. Before selling, offering for sale, giving, or furnishing a vapor product to an individual, a person shall verify that the individual is at least 18 years of age by doing one of the following:

1. Examining a government-issued photographic identification that establishes that the individual is at least 18 years of age.
2. For sales made by the internet or other remote sales method, performing an age verification through an independent, third-party age verification service that compares information available from a commercially available database, or aggregate of databases, that are regularly used by government agencies and businesses for the purpose of age and identity verification to the personal information entered by the individual during the ordering process that establishes the individual is 18 years of age or older.

(c) *Regulation of sale and distribution of tobacco products.*

(1) *State statute adopted.* Wis. Stats. § 134.66, restrictions on sale or gift of cigarettes or nicotine or tobacco products, is hereby adopted and incorporated as if fully set forth in this section.

(2) *Additional regulations on sale and distribution.* No person shall:

a. Sell single cigarettes (commonly referred to as looseys), whether packaged or unpackaged.

b. Give away or otherwise distribute cigarettes, tobacco products, or vapor products free of charge.

(d) *Smoking/vapor product use on premises owned or rented by or under the control of a school board.*

(1) No persons shall commit any of the following acts on any property or within any building or structure owned, rented or under the control of the school board:

a. Smoke or possess a lighted cigar, cigarette, pipe, activated vapor product or other instrument with which to inhale tobacco or other product; or

b. Place any tobacco product in one's mouth.

(2) The prohibitions of this section shall not apply to areas which, by action of the appropriate school board, are specifically designated as smoking areas.

(e) *Penalties for violation of this section.* Any person who violates the provisions of this section shall be subject to forfeiture as determined by resolution of the common council. Each day a violation is allowed to continue

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to exist shall constitute a separate violation.

(Code 2001, § 8-3; Ord. No. 19-14, §§ 1, 2, 5-21-2019)

Sec. 8-4. Abandoned ice boxes and refrigerators.

No person shall leave outside or in any building or dwelling or permit to remain on his or her premises in a place accessible to children, any abandoned, unattended or discarded ice box, refrigerator of any other container of any kind which has an airtight door, airtight snap-lock or other device thereon which cannot be released for opening from the inside by pushing with the strength of a small child.

(Code 1974, § 41.06; Code 2001, § 8-4; Ord. No. 09-30, § 3, 12-15-2009; Ord. No. 13-17, § 15, 8-20-2013)

Sec. 8-5. Tampering with utility equipment.

It shall be unlawful for any unauthorized person to tamper with, injure, break, cut, take down or disarrange any telegraph, telephone or electric light tower, mast or pole, wire, cord, lamp, or other utility apparatus or equipment.

(Code 1974, § 41.08; Code 2001, § 8-5; Ord. No. 09-30, § 3, 12-15-2009)

Sec. 8-6. Damage to public property.

No person shall injure, deface or remove any sign, guide board, signal, flare, red light or marker placed for the warning, instruction or information of the public.

(Code 1974, § 41.09; Code 2001, § 8-6; Ord. No. 09-30, § 3, 12-15-2009)

Sec. 8-7. Signs on public property.

(a) It shall be unlawful for any person to post or fasten on any telegraph, telephone or electric light pole within the city or upon any tree within any street or public ground in the city, any bill, sign, notice or advertising device. Permission to any person to erect and maintain poles shall not be construed to grant him or her the right to use or rent the poles for advertising purposes.

(b) No election campaign sign shall be placed within the limits of any street, upon any public property or fastened to any tree standing within such street or upon such public property within the city. The authorities charged with the maintenance of streets, parks and public property shall cause the removal therefrom and the disposal of all such signs. The limits of any street within the city shall include the traveled portion of such street, the parkway or tree terrace adjacent thereto and the sidewalks.

(Code 1974, § 41.10; Code 2001, § 8-7; Ord. No. 09-30, § 3, 12-15-2009; Ord. No. 13-17, § 14, 8-20-2013)

Sec. 8-8. Injury to animals.

(a) No person shall cruelly beat or otherwise maltreat or misuse any animal in the city.

(b) No person shall injure or destroy any bird or rob or destroy any bird's nest within the city. No person shall throw stones or shoot or use any implement with the intention of killing or injuring any bird or squirrel within the city.

(Code 1974, § 41.12; Code 2001, § 8-8; Ord. No. 09-30, § 3, 12-15-2009)

Sec. 8-9. Litter.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Garbage means as defined in section 82-1.

Litter means garbage, refuse and rubbish as defined in this section and all other waste material which is thrown or deposited as prohibited in this section, and tends to create a danger to public health, safety and welfare.

Refuse means as defined in section 82-1.

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Rubbish means nonputrescible and solid wastes consisting of both combustible and noncombustible wastes, such as circulars, leaflets, pamphlets, wrappers, handbills, newspapers, and all and any other printed or nonprinted paper material, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass and other similar materials.

(b) *Public places.* No person shall throw, deposit, or cause to be placed, litter upon any street, sidewalk, alley or other public place within the city.

(c) *Placement in containers.* Persons placing litter in refuse or garbage containers as defined in section 82-1 shall do so in such a manner and in such containers as will prevent it from being carried or deposited by the elements upon any street, sidewalk, alley or other public place, or upon private property.

(d) *Sweeping into gutters.* No person shall sweep into or deposit in any gutter, street, alley or public place within the city the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying property shall keep the sidewalks, entrance walks, parking lots and parking areas in front of or upon their premises free of litter.

(e) *Public waters.* No person shall throw or deposit litter in any fountain, pond, wading pool, river, by or any other body of water in a public place or elsewhere within the city.

(f) *Occupied private property.* No person shall throw or deposit litter on any occupied private property within the city, whether owned by such person or not, except that the owner or person in control of private property may maintain authorized refuse or garbage containers for collection in such a manner that litter will be prevented from being carried or deposited by the elements upon any street, sidewalk, alley or other public area or any private property.

(g) *Maintenance of premises.* The owner or person in control of any private property shall at all times maintain the premises free to litter; provided, however, that this section shall not prohibit the storage of litter in authorized refuse or garbage containers for collection.

(h) *Vacant lots.* No person shall throw or deposit litter on any open or vacant private property within the city, whether owned by such person or not.

(Code 1974, § 41.13; Code 2001, § 8-9; Ord. No. 09-30, § 3, 12-15-2009)

Sec. 8-10. Possession of synthetic cannabinoid or salvia prohibited.

The city adopts by reference Wis. Stats. § 961.41(3g)(em), regarding synthetic cannabinoids.

(Code 2001, § 8-10; Ord. No. 11-04, § 1, 3-1-2011; Ord. No. 11-14, §§ 1, 2, 9-20-2011)

Sec. 8-11. Firearms restricted in certain city buildings.

(a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Firearm means a weapon that acts by force of gunpowder.

Law enforcement means any person employed by the state or any political subdivision of the state, for the purpose of detecting and preventing crime and enforcing laws or ordinances and who is authorized to make arrests for violations of the laws or ordinances he or she is employed to enforce.

Weapon means a handgun, an electronic weapon as defined at Wis. Stats. § 941.295, a knife other than a switchblade under Wis. Stats. § 941.24, or a Billy club.

(b) In addition to the provisions of Wis. Stats. § 175.60 enumerating places where the carrying of a weapon or a firearm is prohibited, including exceptions thereto, it shall be unlawful for any person other than a law enforcement officer to enter the following city municipal buildings while carrying a weapon or a firearm:

(1) City Hall.

(2) Fire Station No. 1.

(3) Fire Station No. 2.

(4) Community center.

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(5) Legion Park pool house.

(6) VFW Park pool house.

(7) All city well/pump stations.

(8) Municipal service center.

(c) Signs meeting the requirements of Wis. Stats. § 943.13(2)(bm)1 shall be posted in prominent places near all entrances of such buildings regarding such restrictions.

(d) Any person who enters or remains in any aforementioned city building contrary to such signage shall be considered a trespasser subject to penalty as prescribed under Wis. Stats. § 8.943.13 as listed in the table in section 8-1.

(Code 2001, § 8-12; Ord. No. 11-13, § 1, 8-2-2011)

Sec. 8-12. Fishing from Claude Allouez Bridge.

No person shall use the Claude Allouez Bridge, or the approaches thereto, for the purpose of fishing in the Fox River by any means, or in any manner.

(Code 1974, § 41.19; Code 2001, § 8-14; Ord. No. 09-30, § 3, 12-15-2009)

Sec. 8-13. Curfew for minors.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Establishment means any privately owned place of business operating for a profit to which the public is invited, including, but not limited to, a place of amusement or entertainment.

Minor means a person under the age of 17 years.

Public place means any place to which the public at large, or a substantial number of people, has access. The term "public place" includes, but is not limited to, streets, highways, other public rights-of-way, parks, boulevards, avenues, school grounds, hospitals, apartment houses, office buildings and transportation facilities.

(b) *Night curfew.*

(1) No person under 17 years of age shall be or remain in a public place or on the premises of any establishment between the hours of 10:00 p.m. and 6:00 a.m. unless that person is:

a. Married or has been married or had the disabilities of minority removed according to law;

b. Accompanied by a parent, guardian or person having legal custody of such person;

c. In the performance of a duty directed by such parent, guardian or person having legal custody of the minor;

d. Engaged in employment or an employment related activity;

e. Engaged in interstate travel;

f. Attending school or religious or civic organizational activities that are supervised;

g. Exercising First Amendment rights or activities;

h. In a public place because of an emergency; or

i. On the sidewalk in front of his or her home or an adjacent home.

(2) It is unlawful for anyone having the legal care or custody of any person under the age of 17 years to allow or permit such person to be or remain in a public place or on the premises of any establishment between the hours of 10:00 p.m. and 6:00 a.m.

(3) It is unlawful for any establishment owner to permit any person under the age of 17 years to be on the premises of an establishment between the hours of 10:00 p.m. and 6:00 a.m. It is a complete defense under this section if the business owner notified the police department about the individual remaining on

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the premises after he or she had been requested to leave.

(c) *Enforcement.*

(1) Any minor detained for violating this section shall be delivered to the parent, guardian or person with custody over such minor who shall be informed of the violation of this section.

(2) Any minor found violating this section shall, if the conditions are not aggravated, be given a warning. If there is a second or subsequent violation or if there are aggravating circumstances, then the minor shall be dealt with according to the provisions of Wis. Stats. chs. 48 and 938.

(3) Any person, not a minor, who violates this section should forfeit not less than $10.00 nor more than $200.00, plus the cost of prosecution.

(Code 1974, § 41.20; Code 2001, § 8-15; Ord. No. 09-30, § 3, 12-15-2009; Ord. No. 13-17, §§ 13, 15, 8-20-2013)

Sec. 8-14. Urinating and other conduct in public prohibited.

No person shall urinate or defecate outside of any designated sanitary facilities, upon any sidewalk, street, alley, public parking lot or ramp, park, playground, cemetery, or other public area or upon any private property in open view of the public or in the halls, rooms without restroom facilities, stairways or elevators of public or commercial buildings.

(Code 2001, § 8-16; Ord. No. 10-13, § 1, 8-17-2010)

Sec. 8-15. Trespassing on municipal parking facilities.

(a) *Defined.* The term "municipal parking facility" means any property owned by or under control of the city, used for the primary purpose of parking vehicles and includes, but is not limited to, parking lots and parking structures located at city parks and city owned buildings.

(b) *Prohibited acts.* It shall be unlawful for any person not engaged in the parking or operation of a motor vehicle or the parking of a bicycle in a designated bicycle rack, or not having business to attend to in connection with the parking of a motor vehicle or bicycle, to trespass or loiter on any municipal parking facility.

(1) No person shall enter or remain upon the premises of a municipal parking facility, except while actually parking a motor vehicle or parking a bicycle in a designated bicycle rack or while proceeding directly to or from a parked vehicle or bicycle. No person shall utilize the premises of a municipal parking facility except for the purpose of proceeding to or from an available parking stall. No person shall remain in, on or around a motor vehicle within a municipal parking facility except for the period of time reasonably necessary to park said vehicle or to prepare said vehicle to leave said facility.

(2) No person shall ride a bicycle or skateboard in any parking facility except for the period of time reasonably necessary to park said bicycle in a designated bicycle rack. No person may ride any play vehicles, electric scooters, or use in-line skates, as those terms are defined in Wis. Stats. ch. 340, in any municipal parking facility.

(c) *Exceptions.* Subsection (b) of this section shall not apply:

(1) During special events authorized and approved by the city.

(2) To persons using restroom or sanitation facilities within the parking facility that are provided by the city for public use.

(Ord. No. 22-06, § 1, 6-21-2022)

Sec. 8-16. Loitering, general.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Loitering means remaining idle in essentially one location and shall include the concept of spending time idly; to be dilatory; to linger; to stay; to saunter; to delay; to stand around; and shall also include the colloquial expression "hanging around."

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Public place means any place to which the general public has access and a right to resort for business, entertainment or other lawful purpose. The term "public place" shall also include the front or immediate area of any store, shop, restaurant, tavern or other place of business and also public grounds, areas or parks.

(b) *Prohibited acts.* It shall be unlawful for any person to loiter, loaf, wander, stand or remain idle, either alone and/or in concert with others in a public place in such a manner so as to:

(1) Obstruct any public street, public highway, public sidewalk or any other public place or building by hindering or impeding or tending to impede the free and uninterrupted passage of vehicles, traffic or pedestrians.

(2) Commit in or upon any public street, public highway, public sidewalk or any other public place or building any act or thing which is an obstruction or interference to the free and uninterrupted use of property or with any business lawfully conducted by anyone in or upon or facing or fronting on any such public street, public highway, public sidewalk or other place or building, all of which prevents the free and uninterrupted ingress, egress, and regress therein, thereon and thereto.

(c) *Order to disperse.* When any person causes or commits any of the conditions enumerated in subsection (b) of this section, a police officer, or any law enforcement officer, shall order that person to stop causing or committing such conditions and to move on or disperse. Any person who fails or refuses to obey such order shall be guilty of a violation of this section.

(d) *Penalty for violation of section.* Any person who violates any provisions of this section shall be subject to a forfeiture not to exceed $200.00, together with costs and penalty assessments. Each such violation shall constitute a separate offense.

(Code 1974, § 41.25; Code 2001, § 8-18.1; Ord. No. 08-28, § 1, 10-7-2008; Ord. No. 09-30, § 3, 12-15-2009)

Sec. 8-17. Sexual offender loitering restrictions.

(a) *Findings and intent.*

(1) This section is a regulatory measure aimed at protecting the health and safety of children in the city from the risk that sexual offenders convicted of an offense against a child may re-offend in locations close to where children congregate. Reducing opportunity and temptation is important to minimizing the risk of re-offense, there is a need to protect children where they congregate or play in public places. Therefore, the city finds and declares that sexual offenders are a serious threat to the public safety of children if regulatory measures are not in place that prohibit their presence in specified areas designated as places children commonly congregate. The city finds and declares that in addition to schools and daycare centers, children congregate or play at child-oriented facilities, such as parks and playgrounds and other facilities.

(2) It is not the intent of this section to impose a criminal penalty, but rather to serve the city's compelling interest to promote, protect, and improve the health, safety, and welfare of the children of the city by prohibiting convicted sexual offenders from loitering or being present in specified areas around locations where children regularly congregate in concentrated numbers. It is the further intent of this section to recognize that convicted sexual offenders must reenter the community, and the city hereby accepts that it has a responsibility to convicted sexual offenders and the surrounding area municipalities to ensure that, in addition to promoting regulatory measures aimed at protecting children, its regulatory measures are not aimed at prohibiting convicted sexual offenders from being part of this society.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except when the context clearly indicates a different meaning:

Designated offender means any person who is required to register under Wis. Stats. § 301.45.

Loitering means, in addition to the definition found in section 8-18.1, whether in a group, crowd, or as an individual, to stand idly about, loaf, prowl, congregate, wander, stand, linger aimlessly, proceed slowly or with many stops, to delay or dawdle.

Child safety zones.

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(1) *Restricted zones.* Any facility used for:

a. A public park, parkland, park facility;

b. A public swimming pool;

c. A public library;

d. A recreational trail;

e. A public playground;

f. A school for children, including elementary, middle or high schools;

g. Athletic fields used by children;

h. A state-licensed day care center; and

i. Any specialized school for children, including, but not limited to, a gymnastics academy or dance academy.

(2) *Loiter free zones.* The 200-foot radius surrounding all restricted zones. The distance shall be measured from the closest boundary line of the real property boundary line of the applicable above enumerated uses.

(c) *Prohibited acts.*

(1) *Restricted zones.*

a. *Restricted zone restrictions.* No designated offender shall enter or be physically present upon any real property upon which there exists a facility identified in this section as a restricted zone.

b. *Restricted zone restriction exceptions.* A designated offender may be physically present on any day or time within a restricted zone if all of the following are present:

1. The designated offender has official business, which is determined by the reasonable person standard; and

2. The designated offender is accompanied by another adult who is not a designated offender.

(2) *Loiter free zones.* It is unlawful for a designated offender to loiter within a restricted zone or loiter free zone.

(d) *Penalty.* Any person who shall violate any provision of this section shall be subject to forfeiture as provided in section 1-11 except that such forfeiture for a first offense shall be not less than $500.00, plus costs and penalties and such forfeiture for a second or subsequent offense shall be not less than $750.00, plus costs and penalties.

(Code 2001, § 8-18.2; Ord. No. O8-28, § 1, 10-7-2008; Ord. No. 09-30, § 3, 12-15-2009; Ord. No. 11-11, § 1, 5-3-2011)

Sec. 8-18. Truancy offenses.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Habitual truant means a pupil who is absent from school without an acceptable excuse under Wis. Stats. §§ 118.15 and 118.16(4) for part or all of five or more days on which school is held during a semester.

Truancy means any absence from school of part or all of one or more days during which the school attendance officer, principal or teacher has not been notified of a legal excuse of such absence by the parent or the legal guardian of the absent pupil.

Truant means a pupil who is absent from school without an acceptable excuse under Wis. Stats. §§ 118.15 and 118.16(4), as from time to time may be amended, for all or part of any day on which school is held during a semester.

(b) *Penalties for violation of section.*

(1) Any pupil under the age of 18 years found by the court to be a truant shall be subject to one or more of the following:

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a. An order for the pupil to attend school;

b. Subject to Wis. Stats. § 938.37, a forfeiture of not more than $50.00, plus costs for the first violation or a forfeiture of not more than $100.00, plus costs for any second or subsequent violation committed within 12 months of a previous violation up to a cumulative maximum of not more than $500.00 for all violations committed during a school semester;

c. All or part of the forfeiture, plus costs, may be assessed against the pupil, the pupil's parents or guardians, or both.

(2) Any pupil under the age of 18 years found by the court to be a habitual truant shall be subject to one or more of the following:

a. Suspension of the pupil's operating privilege for not less than 30 days nor more than one year. If this penalty is imposed, the court shall immediately take possession of any suspended license and forward it, together with a notice stating the reasons for and the duration of the suspension, to the state department of transportation;

b. An order for the pupil to participate in counseling, a supervised work program, or other community service as described in Wis. Stats. § 938.34(5g). The costs of any such counseling, supervised work program, or other community service work may be assessed against the pupil, the parents or guardians of the pupil, or both;

c. An order for the pupil to remain at home except during the hours in which the pupil is attending religious worship or school program, including travel time required to get to and from the place of worship or school program (the order may permit the pupil to leave his or her home if the pupil is accompanied by a parent or guardian);

d. An order for the pupil to attend an educational program as described in Wis. Stats. § 983.37(7d);

e. An order for the pupil to attend school;

f. Subject to Wis. Stats. § 938.37, a forfeiture of not more than $500.00, plus costs for each occurrence. All or part of the forfeiture, plus costs, may be assessed against the pupil, the pupil's parents, or guardians of the pupil, or both;

g. Any other reasonable conditions consistent with this subsection, including a curfew, restrictions as to going to or remaining on specified premises and restrictions on associating with other children or adults;

h. An order placing the pupil under formal or informal supervision as described in Wis. Stats. § 938.34(2), for up to one year;

i. An order for the pupil's parent, guardian or legal custodian to participate in counseling at the parent's, guardian's or legal custodian's own expense, or to attend the school with the pupil, or both.

(c) *Contributing to truancy.*

(1) Except as provided in subsection (c)(2) of this section, any person 17 years of age or older who, by any act or omission, knowingly encourages or contributes to the truancy, as defined under Wis. Stats. § 118.16(1)(c), of a person 17 years of age or under is guilty of a Class C misdemeanor.

(2) Subsection (c)(1) of this section does not apply to a person who has under his or her control a child who has been sanctioned under Wis. Stats. § 49.26(1)(h).

(3) An act or omission contributes to the truancy of a child, whether or not the child is adjudged to be in need of protection or services, if the natural and probable consequences of that act or omission would be to cause the child to be truant.

(Code 1974, § 41.29; Code 2001, § 8-20; Ord. No. 09-30, § 3, 12-15-2009; Ord. No. 13-17, § 15, 8-20-2013)

Sec. 8-19. Misuse of 911.

(a) No person shall intentionally dial the emergency telephone number "911" to report an emergency situation knowing that the fact situation reported does not exist or does not constitute an emergency.

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(b) No parent, guardian or other adult person having the care and custody of a child shall suffer, permit, or by inefficient control, allow such child to violate subsection (a) of this section.

(c) Any person who violates any provision of this section shall be subject to such penalty as provided by resolution of the common council.

(Code 2001, § 8-24; Ord. No. 16-30, § 1, 12-20-2016)

Sec. 8-20. Prowling.

(a) No person shall loiter or prowl in a place at a time or in a manner not usual for law-abiding individuals under circumstances that warrant alarm for the safety of persons or property in the vicinity.

(1) Among the totality of circumstances which may be considered in determining whether such alarm is warranted include the following:

a. The person takes flight upon appearance of a law enforcement officer;

b. The person refuses to identify himself/herself;

c. The person manifestly endeavors to conceal himself/herself or any object; or

d. Such other articulable fact which leads the law enforcement officer to have reasonable suspicion that alarm is warranted.

(2) Unless flight by the person or other circumstances makes it impracticable, a law enforcement officer shall, prior to the issuance of a municipal citation under this section, afford the person an opportunity to dispel any alarm which would otherwise be warranted, by requesting said person to identify himself/herself and explain said person's presence and conduct.

(3) No person shall be convicted of an offense under this subsection if the law enforcement officer did not comply with the preceding sentence or if it appears at trial that the explanation given by the person was true and, if believed by the law enforcement officer at the time, would have dispelled the alarm.

(b) Any person who violates this section shall be subject to such forfeiture as provided by the resolution of the common council.

(Code 2001, § 8-25; Ord. No. 16-29, § 1, 12-20-2016)

Sec. 8-21. Sexting by minors prohibited.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Nudity means the showing of the human male or female genitals, pubic area, or buttocks with less than a fully opaque covering or the showing of the female breast with less than a fully opaque covering of any portion thereof below the top of the nipple. A mother's breastfeeding of her baby does not constitute nudity irrespective of whether or not the nipple is covered during or incidental to feeding.

Harmful to minors means any reproduction, imitation, characterization, description, exhibition, presentation or representation, of whatever kind of form, depicting nudity, sexual conduct, or sexual excitement when it:

(1) Predominately appeals to prurient, shameful, or morbid interest;

(2) Is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable material or conduct for minors; and

(3) Taken as a whole, is without serious literary, artistic, political, or scientific value for minors.

Minor means any person under the age of 18 years.

(b) *Prohibited acts.* A minor commits the offense of sexting by knowingly:

(1) Using any device capable of electronic data transmission or distribution to transmit or distribute to another minor any image, recording, text, correspondence, message or other substantially similar form of communication, of any person that depicts nudity and is harmful to minors.

(2) Possessing any image, recording, text, correspondence, message or other substantially similar form of

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communication that was transmitted or distributed by another minor that depicts nudity and is harmful to minors.

(3) Soliciting the transmission or distribution of any image, recording, text, message or other substantially similar form of communication from another minor that would itself be prohibited under this section.

(c) *Exceptions.* A minor does not violate this section if all of the following apply:

(1) The minor did not solicit the photograph or video;

(2) The minor took reasonable steps to report the photograph or video to a school or law enforcement official; and

(3) The minor did not transmit or distribute the photograph or a video to a third party other than a school or law enforcement official.

(Code 2001, § 8-26; Ord. No. 19-30, § 1, 12-17-2019)

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Chapter 9

HUMAN RELATIONS

Sec. 9-1. Non-discrimination in housing, public accommodation and employment.

(a) *Policy and intent.*

(1) A vibrant, productive and economically successful city is made possible by the talents, contributions and wellbeing of its diverse residents. It is the policy of the city that equal rights and equal opportunity within the context of the larger commercial and social fabric of the city community are promoted.

(2) Provision for adequate safeguards against discrimination is a proper and necessary function of city government. To protect the health, safety and general welfare of all inhabitants of the city, and all persons employed and living within the city, it is declared to be the public policy of the city to foster and enforce to the fullest extent of the law equal opportunity employment, housing and public accommodations without regard to actual or perceived age, color, family status, gender identity and/or gender expression, marital status, national origin/ancestry, race, religion, military service or veteran status, person with disability, sex, sexual orientation, source of lawful income or victims of domestic violence, sexual assault or stalking.

(3) Where applicable, this chapter shall be interpreted and applied consistently with the provisions of the Constitutions of the United States and the State of Wisconsin, Title VII of the Civil Rights Act of 1968, 42 USC 2000a, et seq., 42 USC 3601, et seq., 24 CFR 100, et seq., and Wis. Stats. §§ 66.1011, 106.50, 106.52 and 111.31—111.395, and any successor provisions of state and federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adult means a person aged 18 years and older.

Age, when used to describe a protected class of persons, means being age 40 or older.

Ancestry means the country, nation, tribe or other identifiable group from which one descends.

Color means color of skin.

Committee means the city finance/personnel committee.

Disability means, with respect to a person, any of the following:

a. A physical or mental impairment which substantially limits one or more of the person's major life activity.

b. A record of having impairment.

c. Being perceived as having impairment.

The term "disability" does not include current, illegal use of or addiction to a controlled substance. The behavioral manifestations of a mental disability may be taken into consideration in determining whether or not the applicant is qualified.

Discriminate, discrimination or *discriminatory* shall mean any intentional act, policy, advertisement or practice which has the effect of subjecting any person to differential treatment as a result of that person's actual or perceived age, color, family status, gender identity and/or gender expression, marital status, national origin/ancestry, military service or veteran status, race, religion, color, persons with disability, sex, sexual orientation, source of lawful income or victims of domestic violence, sexual assault or stalking.

Dwelling means any building, structure or portion thereof which is occupied as or designed or intended for occupancy as a residence by one or more families, and vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.

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Employee shall mean any individual employed or seeking employment from an employer.

Employer shall mean any person who, for compensation, regularly employs five or more individuals, not including the employer's parents, spouse or children. For the purposes of this chapter, the term "employer" includes any person acting on behalf of an employer, directly or indirectly, or any employment agency.

Family includes one or more natural person.

Family status means any of the following conditions that apply to a person seeking to rent or purchase housing or to a member or prospective member of the person's household regardless of the person's marital status:

a. A person is pregnant.

b. A person is in the process of securing sole or joint legal custody, periods of physical placement or visitation rights of a minor child.

c. A person's household includes one or more minor or adult relatives.

d. A person's household includes one or more adults or minor children in his or her legal custody or physical placement or with whom he or she has visitation rights.

e. A person's household includes one or more adults or minor children placed in his or her care under a court order, under guardianship or with the written permission of a parent or other person having legal custody of the adult or minor child or adopted person.

Gender identity and/or gender expression means a person's gender-related self-identity, appearance, expression or behavior, regardless of the person's assigned sex at birth.

Lodging establishment means any of the following:

a. A bed and breakfast establishment, as defined in Wis. Stats. § 97.01(1g).

b. A hotel, as defined in Wis. Stats. § 97.01(7).

c. A tourist roominghouse, as defined in Wis. Stats. § 97.01(15k).

d. A campground.

Marital status means the status of being married, single, divorced, separated or widowed.

Military service or veteran status means current or former service in the U.S. Armed Forces, the state defense force, the national guard of any state, or any other reserve component of the U.S. Armed Forces.

National origin means generally a member of a nation by origin, birth or naturalization or having common origins.

Person shall mean one or more individuals, firms, corporations, partnerships or other organizations, associations or groups of persons however arranged, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers and fiduciaries.

Place of public accommodation means and includes, but is not limited to, places of business or recreation; lodging establishments; restaurants; taverns; barber, cosmetologist, aesthetician, electrologist, or manicuring establishments; nursing homes; clinics; hospitals; cemeteries; and any physical location in the city where accommodations, amusement, goods or services are provided either free or for a consideration. A place of public accommodation does not include:

(1) Any institution or club which by its nature is distinctly private;

(2) A place where a bona fide private, nonprofit organization or institution provides accommodations, amusement, goods or services during an event in which the organization or institution provides the accommodations, amusement, goods or services to the following individuals only:

a. Members of the organization or institution.

b. Guests named by members of the organization or institution.

c. Guests named by the organization or institution.

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Protected classes means and includes:

(1) *Age.* Persons 40 years of age or older.

(2) *Color.* A person's skin color.

(3) *Disability/handicap.* A physical or mental impairment that substantially limits one or more major life activities.

(4) *Domestic abuse, sexual assault and stalking victims.* Persons who have been or are victims of domestic abuse, sexual assault or stalking.

(5) *Family status.* Household composition, including the presence of children.

(6) *Gender identity and/or gender expression.* A person's gender-related self-identity, appearance, expression or behavior, regardless of the person's assigned sex at birth.

(7) *Lawful source of income.* A person's legal means of income, including such subsidized forms as Social Security, food stamps, unemployment compensation, etc.

(8) *Marital status.* Married, unmarried, single, divorced, widowed or separated.

(9) *Military service or veteran status.* Active or former military service, including retirement or honorable discharge therefrom.

(10) *National origin/ancestry.* The country of one's birth and/or the nationality of one's ancestors.

(11) *Race.* A person's race or the race of persons with whom one associates.

(12) *Religion.* A person's religious beliefs or denominational affiliation.

(13) *Sex.* A person's sex, including sexual harassment or intimidation.

(14) *Sexual orientation.* Individuals identified as heterosexual, gay, lesbian, bisexual or any sexual orientation identity.

Race means generally a member of a group united or classified together on the basis of common history, nationality or geography.

Religion or *creed* means a system of religious beliefs including moral or ethical beliefs about right and wrong that are sincerely held with the strength of traditional religious views.

Religious organization means any organization, corporation, association, society, institution or entity created to carry out a religious or ecclesiastical purpose.

Service animal means a guide dog, signal dog, or other animal that is individually trained or is being trained to do work or perform tasks for the benefit of a person with a disability, including the work or task of guiding a person with impaired vision, alerting a person with impaired hearing to intruders or sound, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

Sex/gender means being female or male.

Sexual orientation means a person's actual or perceived heterosexuality, homosexuality, asexuality, or bisexuality.

To rent includes to lease, to sublease, to let and to otherwise grant for consideration the right to occupy premises not owned by the occupant.

(c) *Discrimination in housing prohibited.*

(1) Subject to other provisions of this article, no person may discriminate in the rental of housing, procurement of property owner's insurance or commit any sale or discriminatory housing practice against a person on the basis of actual or perceived age, color, family status, gender identity and/or gender expression, marital status, national origin/ancestry, race, religion, color, military service or veteran status, person with disability, sex, sexual orientation, source of lawful income or victims of domestic violence, sexual assault or stalking.

(2) The term "discriminatory housing practice" means:

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a. To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of any basis listed in this chapter.

b. To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of any basis listed in this chapter.

c. To make, print or publish or cause to be made, printed or published any notice, statement or advertisement with respect to the sale, financing or rental of a dwelling that indicates any preference, limitation or discrimination because of any basis listed in this chapter or an intention to make such preference, limitation or discrimination.

d. To represent to any person because of any basis listed in this chapter that any dwelling is not available for inspection, sale or rental when such dwelling is, in fact, so available.

e. To induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of persons of a particular economic status or a member of a protected class as set forth in this chapter or by representations to the effect that such present or prospective entry will or may result in any of the following:

1. The lowering of real estate values in the area concerned.

2. A deterioration in the character of the area concerned.

3. An increase in criminal or antisocial behavior in the area concerned.

4. A decline in the quality of the schools or other public service facilities in the area.

f. For any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part of the making of commercial real estate loans, to deny a loan or other financial assistance to a person applying therefor for the purpose of purchasing, constructing, improving, repairing or maintaining a dwelling, or to discriminate against such person in the fixing of the amount, interest, rate, duration or other terms or conditions of such loan or other financial assistance, because of any basis listed in this chapter applicable to such person or to any associated person in connection with such loan or financial assistance, or of the present or prospective owners, lessees, tenants or occupants of the dwelling in relation to which such loan or other financial assistance is given.

g. Advertising in a manner that indicates discrimination by a preference or limitation based upon the classes of persons protected by this chapter.

h. For a person in the business of insuring against hazards, refusing to enter into, or to do so by exacting terms, conditions or privileges with respect to a contract of insurance against hazards to a dwelling based upon the classifications of persons protected by this chapter.

(3) *Discrimination against victims of domestic abuse prohibited*. A person may not evict a tenant or refuse to rent or lease residential property based on the fact that a tenant or prospective tenant or a member of the tenant's or prospective tenant's household has been or may be the victim of domestic abuse, as defined in Wis. Stats. § 813.12(1)(a), or has been a victim of a crime prohibited by Wis. Stats. ch. 948.

(4) *Discrimination against persons with disabilities prohibited*. For the purposes of this section, the term "discrimination," includes, but is not limited to:

a. A refusal to permit, at the expense of the disabled person, reasonable modifications of existing premises occupied or to be occupied by the person if the modifications may be necessary to afford the person full enjoyment of the premises, except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.

b. A refusal to make reasonable accommodation in rules, policies, practices or services, when the

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accommodations may be necessary to afford the person equal opportunity to use and enjoy a dwelling.

c. In connection with the design and construction of covered multifamily dwellings for first occupancy after March 31, 1991, a failure to design and construct the dwelling in a manner that the public use and common use areas of the dwelling are easily accessible to and useable by disabled persons; or, a failure to comply with the appropriate requirements providing accessibility and usability for physically disabled people as set forth within, or adopted by, this Code, including the American National Standard for buildings and facilities requirements.

(5) *Animals assisting persons with disabilities.*

a. If an individual's vision, hearing or mobility is impaired, it is discrimination for a person to refuse to rent or sell housing to the individual, cause the eviction of the individual from housing, require extra compensation from an individual as a condition of continued residence in housing or engage in the harassment of the individual because he or she keeps an animal that is specially trained to lead or assist the individual with impaired vision, hearing or mobility if all of the following apply:

1. Upon request, the individual shows to the lessor, seller or representative of the condominium association credentials issued by a school recognized by the department as accredited to train animals for individuals with impaired vision, hearing or mobility.

2. The individual accepts liability for sanitation with respect to, and damage to the premises caused by, the animal.

b. Subsection (a) of this section does not apply in the case of the rental of owner-occupied housing if the owner or a member of his or her immediate family occupying the housing possesses and, upon request, presents to the individual a certificate signed by a physician which states that the owner or family member is allergic to the type of animal the individual possesses.

(d) *Discrimination in employment prohibited*. With regard to employment, it is unlawful for any employers or labor organizations, to engage in any of the following acts, wholly or partially for a discriminatory reason:

(1) To discriminate against any individual, with respect to failure to hire, refusal to hire, discharge, compensation, terms, conditions, or privileges of employment, including promotion; however, nothing in this subsection shall be construed to require any employer to provide benefits, such as insurance, to individuals not employed by the employer;

(2) To limit, segregate, or classify employees in any way which would deprive or tend to deprive any employee of employment opportunities, or which would otherwise tend to adversely affect his or her status as an employee; or

(3) To fail or refuse to refer for employment, or to give negative information to a potential employer of any individual, in such a manner that would deprive or limit an individual's employment opportunities or that would otherwise adversely affect an individual's status as an applicant or prospective employee.

(e) *Discrimination in public accommodations prohibited.* It is unlawful for a business establishment or place of public accommodation to deny, directly or indirectly, any person the full enjoyment of the goods, services, facilities, privileges, advantages, and accommodations wholly or partially for a discriminatory reason.

(1) No person may do any of the following:

a. Deny to another or charge another a higher price than the regular rate for the full and equal enjoyment of any public place of accommodation or amusement because of any protected class identified herein.

b. Deny to an adult or charge an adult a higher price than the regular rate for the full and equal enjoyment of a lodging establishment because of age, subject to Wis. Stats. § 125.07.

c. Give preferential treatment to some classes of persons in providing services or facilities in any public place of accommodation or amusement because of any protected class identified herein other than disability and military service or veteran status.

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d. Directly or indirectly publish, circulate, display or mail any written communication which the communicator knows is to the effect that any of the facilities of any public place of accommodation or amusement will be denied to any person by reason of any protected class identified herein or that the patronage of a person is unwelcome, objectionable or unacceptable for any of those reasons.

e. Directly or indirectly publish, circulate, display or mail any written communication which the communicator knows is to the effect that any of the facilities of a lodging establishment will be denied to an adult because of age, subject to Wis. Stats. § 125.07.

f. Refuse to furnish or charge another a higher rate for any automobile insurance because of any protected class identified herein other than sex or sexual orientation.

g. Refuse to rent, charge a higher price than the regular rate or give preferential treatment, because of any protected class identified herein other than disability, regarding the use of any private facilities commonly rented to the public.

(2) a. Subject to subsections (e)(2)b, c and d of this section, no person may do any of the following:

1. Refuse to permit entrance into, or use of, or otherwise deny the full and equal enjoyment of any public place of accommodation or amusement to a person with a disability or to a service animal trainer because the person with a disability or the trainer is accompanied by a service animal.

2. Charge a person with a disability or a service animal trainer a higher price than the regular rate, including a deposit or surcharge, for the full and equal enjoyment of any public place of accommodation or amusement because the person with a disability or the trainer is accompanied by a service animal.

3. Directly or indirectly publish, circulate, display, or mail any written communication that the communicator knows is to the effect that entrance into, or use of, or the full and equal enjoyment of any of the facilities of the public place of accommodation or amusement will be denied to a person with a disability or a service animal trainer because the person with a disability or the trainer is accompanied by a service animal or that the patronage of a person with a disability or a service animal trainer is unwelcome, objectionable, or unacceptable because the person with a disability or the trainer is accompanied by a service animal.

b. The prohibitions specified in subsection (2)a of this section apply to a service animal trainer only if the animal accompanying the service animal trainer is wearing a harness or a leash and special cape. Subsection (2)a of this section does not prohibit a person who is accompanied by an animal from being asked whether the animal is a service animal that is required because of a disability or is an animal that is being trained to be a service animal and does not prohibit a service animal trainer from being required to produce a certification or other credential issued by a school for training service animals that the animal is being trained to be a service animal. Subsection (2)a of this section prohibits a person with a disability from being required to produce documentation of his or her disability or a certification or other credential that the animal is trained as or is being trained to be a service animal.

c. A person may exclude a service animal from a public place of accommodation or amusement if accommodation of the service animal would result in a fundamental alteration in the nature of the accommodations, amusement, goods, or services provided or would jeopardize the safe operation of the public place of accommodation or amusement. If a service animal must be separated from the person whom the service animal is accompanying, it is the responsibility of that person to arrange for the care and supervision of the service animal during the period of separation.

d. A public place of accommodation or amusement shall modify its policies, practices, and procedures to permit the full and equal enjoyment of the public place of accommodation or amusement by a person with a disability or a service animal trainer who is accompanied by a service animal. Those policies, practices, and procedures shall ensure that a person with a disability or a service animal trainer who is accompanied by a service animal is not separated from the service animal, that the

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service animal is permitted to accompany the person with a disability or the service animal trainer to all areas of the public place of accommodation or amusement that are open to the general public, and that the person with a disability or the service animal trainer is not segregated from other patrons of the public place of accommodation or amusement.

(3) Nothing in this subsection prohibits separate dormitories at higher educational institutions or separate public toilets, showers, saunas and dressing rooms for persons of different sexes.

(4) Nothing in this subsection prohibits separate treatment of persons based on sex with regard to public toilets, showers, saunas and dressing rooms for persons of different sexes.

(5) Nothing in this subsection prohibits a domestic abuse services organization, as defined in Wis. Stats. § 995.67(1)(b), from providing separate shelter facilities, private home shelter care, advocacy, counseling or other care, treatment or services for persons of different sexes or from providing for separate treatment of persons based on sex with regard to the provision of shelter facilities, private home shelter care, advocacy, counseling or other care, treatment or services for persons of different sexes.

(6) Nothing in this section prohibits a fitness center whose services or facilities are intended for the exclusive use of persons of the same sex from providing the use of those services or facilities exclusively to persons of that sex, from denying the use of those services or facilities to persons of the opposite sex, or from directly or indirectly publishing, circulating, displaying, or mailing any written communication to the effect that the use of those services or facilities will be provided exclusively to persons of the same sex and will be denied to persons of the opposite sex.

(f) *Exceptions.*

(1) This chapter shall not apply to religious organization engaged in noncommercial activity concerning matters of church governance, doctrine, faith, rule, law or of ministerial and/or ecclesiastical nature.

(2) It shall not be an unlawful discriminatory practice for an employer to observe the conditions of a bona fide seniority system or a bona fide employee benefit system based on age such as a retirement, pension or insurance plan which is not a subterfuge or pretext to evade the purpose of this chapter.

(3) Nothing contained in this chapter shall be deemed to prohibit selection or rejection based solely upon a bona fide occupational qualification, a bona fide physical requirement, or, as to a religious organization, based upon a preference for applicants of the same religion or denomination.

(4) Nothing in this chapter shall prohibit:

a. A religious organization, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society, from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons.

b. A private club, not in fact open to the public, which as incident to its primary purpose provides lodging which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.

c. Discrimination on the basis of age or persons with disability in relation to housing designed to meet the needs of the elderly or persons with disabilities.

(5) With the exception of prohibitions against discriminatory advertising and statements, this chapter shall not apply to:

a. An owner-occupied building containing no more than four units when the units are being sold or rented without the assistance of a real-estate broker, agent or such facilities or services in the business of selling or renting dwellings.

b. A single-family residence if it is rented or sold by an owner who does not own more than three such single-family residences at any one time and, provided that in the case of the sale of any such single-family residence by a private individual owner not residing in the house at the time of such sale or who was not the most recent resident of such house prior to such sale, the exemption granted by

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this subsection shall apply only with respect to one such sale within a 24-month period and provided any such single-family residence is being sold or rented without the assistance of a real-estate broker, agent or such facilities or services in the business of selling or renting dwelling.

(g) *Enforcement.*

(1) Any person who claims to have been aggrieved or injured under this chapter may file a written complaint with the city administrator (or authorized designee), setting forth therein the details, including location of property, names, dates, witnesses, and other factual matters. All such complaints shall be signed by the complainant. Such complaints shall be filed within 300 days after the alleged violation of this chapter.

(2) The city administrator shall provide a copy of a timely-filed complaint to the city attorney for review and jurisdictional determination.

(3) The city administrator may receive and provide resolution to complaints on a voluntary, informal dispute resolution basis, may adopt rules, policies and regulations, and involve city staff as deemed appropriate and consistent with this chapter and the laws of the state to carry out the policy and provisions of this chapter and the powers and duties of the city administrator.

(4) Any complaint not voluntarily resolved through an informal dispute resolution process shall be forwarded to the city attorney's office for an ordinance enforcement determination.

(h) *Jurisdiction.* The city shall not exercise jurisdiction over any complaint that sets forth or states any facts or allegations that are subject matter within the jurisdiction of any state or federal agency, including, but not limited to, the U.S. Equal Employment Opportunity Commission or the state department of workforce development, regardless of whether the complainant has chosen to file with that said agency or not. If it appears that the city does not have jurisdiction over a filed complaint, the complainant shall be referred to the appropriate state or federal enforcement agency.

(i) *Penalty for violation of chapter.* Any person who violates any provision of this chapter shall be subject to a municipal ordinance forfeiture in such amount as determined by resolution of the common council. Each such violation shall constitute a separate offense.

(Code 2001, § 9-1; Ord. No. 17-20, § 1, 11-21-2017; Ord. No. 18-06, §§ 1, 2, 2-21-2018; Ord. No. 18-14, §§ 1—4, 8-7-2018)

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Chapter 10

CITY ADMINISTRATION

Sec. 10-1. Terms of elected city officers.

(a) The regular term of office of the mayor and councilmembers shall commence on the third Tuesday of April succeeding their election, and each shall hold office for a term of two years and until another is elected and qualified.

(b) All other elected officials shall take office on May 1 succeeding their election unless otherwise provided.

(Code 1974, § 4.01; Code 2001, § 10-1)

Sec. 10-2. Mayor's duties.

The duties of the mayor shall be as set forth in the state statutes.

(Code 1974, § 4.02; Code 2001, § 10-2)

Sec. 10-3. Councilmembers.

There shall be elected two councilmembers from each councilmember district, and they shall be residents of the councilmember district from which they are elected. One councilmember shall be elected each year from each councilmember district.

(Code 1974, § 4.03; Code 2001, § 10-3)

Sec. 10-4. City administrator.

(a) *Office established.* The position of city administrator is hereby established as a full-time office.

(b) *Duties.* The administrator shall be the chief administrative officer of the city, equally responsible to the mayor and common council. Duties for the position of city administrator shall be as provided by the job description approved by the finance/personnel committee and shall include other such duties as may from time to time be assigned by the mayor and/or common council, or as may be otherwise required by law.

(c) *Selection/removal.* The city administrator shall be selected and removed as provided in section 10-5.

(Code 1974, § 4.05; Code 2001, § 10-4)

Sec. 10-5. Officer positions created; enumeration.

(a) The following city offices are established:

(1) City attorney/assistant city administrator;

(2) City clerk;

(3) City engineer;

(4) Development services director;

(5) Finance director-treasurer;

(6) Health officer/director;

(7) Human resources director;

(8) Information technology administrator;

(9) Parks, recreation and forestry director;

(10) Public works director.

(b) All officers shall be appointed by the mayor, subject to confirmation by the common council.

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(Code 1974, § 4.06; Code 2001, § 10-5; Ord. No. 00-22, § 1, 11-8-2000; Ord. No. 01-16, §§ 1—3, 9-18-2001; Ord. No. 09-24, § 1, 10-20-2009; Ord. No. 15-17, § 1, 4-21-2015; Ord. No. 15-28, § 1, 10-20-2015; Ord. No. 17-17, § 1, 9-5-2017; Ord. No. 19-06, § 1, 2-20-2019; Ord. No. 21-02, § 1, 2-17-2021; Ord. No. 21-04, § 1, 3-2-2021)

Sec. 10-6. Constable abolished.

The office of constable of the city is hereby found and determined by the council to be unnecessary and is hereby dispensed with and abolished by the authority of Wis. Stats. § 62.09(1)(b). Any duties to be performed by a constable shall be performed by the police department.

(Code 1974, § 4.07; Code 2001, § 10-6)

Sec. 10-7. Bonds of officers.

(a) Officers elected or appointed shall file bonds as directed by the council. All bonds shall be filed with the office of the city clerk. All bonds shall be corporate surety bonds approved as provided by the state statutes. Premiums for bonds shall be paid for by the city.

(b) The city clerk and the chief of police shall execute and file official bonds approved by the city attorney and, when so approved, shall be filed within ten days after the officer executing the same shall have been notified of his or her election or appointment.

(c) The amount of the bond of various officials shall be as follows:

(1) City clerk: $50,000.00.

(2) Police chief: $1,000.00.

(Code 1974, § 4.11; Code 2001, § 10-7; Ord. No. 13-17, § 15, 8-20-2013)

Sec. 10-8. Participation in state retirement fund.

Pursuant to Wis. Stats. § 40.01, the city has elected to include eligible city personnel under the provisions of the state retirement fund in accordance with the terms thereof.

(Code 1974, § 5.05; Code 2001, § 5.05)

Sec. 10-9. De Pere-Ledgeview Joint Municipal Court.

(a) *Court established.* The joint municipal court for the city and the Town of Ledgeview, created by Wis. Stats. ch. 755 is hereby established, which shall operate in conformance with Wis. Stats. ch. 755 as may be amended from time to time, and as set forth herein.

(b) *Municipal judge; qualifications.* The person filling the office of municipal judge shall be an attorney at law in possession of a current license to practice and engaged in the practice of law in the state.

(c) *Jurisdiction.* The joint municipal court and the municipal judge shall have jurisdiction as provided in Wis. Stats. §§ 755.045 and 755.05, and as otherwise provided by state law.

(d) *Municipal judge.* The joint municipal court shall be presided over by a municipal judge.

(1) *Election; term.* The municipal judge shall be elected at large by the electors of the city and the town at the spring election in even-numbered years, for a term of four years commencing on May 1 after the election. The municipal judge shall serve until a successor is elected and qualified. Mid-term vacancies in the office of municipal judge shall be filled by appointment, as agreed upon by the city council and the town board, pursuant to Wis. Stats. § 8.50(4)(fm).

(2) *Salary.* The municipal judge shall receive a salary paid by the city, which shall be in lieu of fees and costs. No salary shall be paid to the municipal judge for any time during the term for which the official bond and oath have not been executed and filed, as required by subsection (d)(3) of this section.

(3) *Bond; oath.* The municipal judge shall execute and file with the county clerk of courts the oath prescribed by Wis. Stats. § 757.02 and a bond. The municipal judge shall not be qualified to act until a certified copy of the bond is filed with the city and town clerk and a certified copy of the oath is filed with the office of the state administrator of courts, as required by Wis. Stats. § 755.03. The city and Town of Ledgeview shall pay the costs of the bond.

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(4) *Sessions.* The joint municipal court shall be open on the days and hours set by the municipal judge and approved by the common council and town board.

(e) *Location; decorum.* The municipal judge shall keep an office and hold court in city hall. The location and decorum of court proceedings shall be consistent with Wis. Stats. § 755.17(2).

(f) *Procedure.* The procedure in the joint municipal court shall be as provided by this section and state law including, without limitation because of enumeration, Wis. Stats. chs. 800 and 755 and Wis. Stats. §§ 23.50—23.85, 345.11, 345.20—345.53, and 972.11(3m).

(g) *Use of citations.* The use of citations to be used for alleged violations of ordinances is authorized. The form of the citation shall be as required under Wis. Stats. § 800.02.

(h) *Issuance of citations.* Citations issued pursuant to subsection (g) of this section shall be signed by a law enforcement officer, attorney representing the municipality, or by any other city officer or employee designated by the common council as being authorized to issue citations with respect to ordinances which are directly related to their official responsibilities. The citation shall be served in conformity with Wis. Stats. § 800.01.

(i) *Forfeitures.* The municipal judge may impose punishment and forfeitures provided under state law and as provided in the ordinances of the city and the town. No bond shall exceed the maximum penalty established by the common council or town board for the offense, plus costs, fees and surcharges imposed under Wis. Stats. ch. 814. The municipal judge shall collect all forfeitures, penalty assessments, jail assessments, surcharges, court costs, fees and taxable costs in any action or proceeding before the joint municipal court and shall pay over the amounts collected to the city clerk within 30 days of receipt. Such court cost and fees shall be as provided by resolution of the council. At such time, the municipal judge shall also report to the city clerk the title of the action, the offense for which the forfeiture was imposed, and the total amount of the forfeiture, assessment, fees and costs.

(j) *Contempt of court.* The municipal judge may impose a sanction authorized under Wis. Stats. § 800.12 for contempt of court, as defined therein.

(k) *Stipulation and deposits in joint municipal court.*

(1) *Deposit schedules.* The municipal judge shall establish and submit to the common council and to the town board any amendment to its schedule of deposits for violations of each respective jurisdiction's ordinances, except traffic regulations, which are governed by Wis. Stats. §§ 345.26 and 800.37.

(2) *Stipulation and deposit in lieu of court appearance.* Persons cited for violations of city or town ordinances for which a deposit has been established under this subsection shall be permitted to make a stipulation of no contest and a deposit in lieu of court appearance as provided in Wis. Stats. §§ 800.03, 800.04 and 800.09.

(3) *Traffic and all-terrain vehicle deposits.* The deposit schedule established by the Wisconsin Judicial Conference and the procedures set forth in Wis. Stats. chs. 23 and 345 shall apply to stipulation and deposits for violations of traffic regulations enacted in accordance with Wis. Stats. § 345.26 and all-terrain vehicle regulations enacted in accordance with Wis. Stats. § 23.33.

(4) *When not permitted.* Stipulations and deposits shall not be permitted after initial appearance or in cases of contempt under subsection (j) of this section.

(l) *Administering agreement.* The city council and the town board shall enter into an agreement to share the costs of maintaining the joint municipal court.

(Code 1974, § 4.14; Code 2001, § 10-8; Ord. No. 99-34, § 1, 12-21-1999; Ord. No. 01-25, § 1, 12-4-2001; Ord. No. 09-29, § 1, 12-1-2009; Ord. No. 11-12, § 1, 5-17-2011)

Sec. 10-10. Board of review.

(a) *Membership.* The board of review shall consist of three citizen members appointed by the mayor and confirmed by the common council. Appointment shall be made at the first regular meeting of the common council, or as soon thereafter as may be convenient, but prior to the date set by statute for the initial meeting of the board.

(b) *Term.* Members of the board shall be appointed for terms of three years.

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(c) *Compensation.* Members of the board of review shall be compensated at the rate of $60.00 per day for each day the board is in session, except that compensation shall be paid at the rate of $35.00 for any day in which the board is in session for less than four hours.

(d) *Proceedings.* The board of review shall perform the duties in the manner set forth in Wis. Stats. § 70.47.

(e) *Clerical duties.* The office of the clerk shall act as recording secretary of the board of review but shall not be considered a member of the board for the purposes of consideration and vote on matters before the board. The office of clerk shall coordinate and schedule matters before the board, provide necessary notices, keep an accurate record of all its proceedings, and perform all related clerical duties.

(Code 1974, § 4.15; Code 2001, § 10-9; Ord. No. 05-30, § 1, 8-16-2005; Ord. No. 17-08, §§ 1, 2, 5-16-2017)

Sec. 10-11. City plan commission.

There shall be appointed a city plan commission which shall be organized and function according to the provisions of Wis. Stats. § 62.23, except as provided in this Code. The plan commission shall consist of the mayor, two councilmembers, and four citizen members appointed by the mayor for terms of three years each. The director of planning and economic development shall act as a technical advisor to the city plan commission without voting.

(Code 1974, § 4.16; Code 2001, § 10-10)

Sec. 10-12. Board of appeals.

A board of appeals is hereby established. The board shall consist of five members appointed by the mayor, subject to confirmation of the common council, for terms of three years, except that, of those first appointed, one shall serve for one year, two for two years, and two for three years. The board shall have the powers and duties set forth in Wis. Stats. § 62.23(7)(e).

(Code 1974, § 4.28; Code 2001, § 10-11; Ord. No. 21-16, § 3, 7-20-2021)

Sec. 10-13. Commission on aging.

(a) *Creation; purpose.* There is hereby created a five-member advisory commission to be known as the commission on aging. The purpose of the commission shall be to investigate, study and determine the needs of the city's senior citizens and to advise the board of park commissioners on programs, services, and legislation intended to improve the quality of life for the elderly.

(b) *Members; terms.* The commission on aging shall consist of five members, at least three of which shall be senior citizens 60 years of age or older; the members shall be appointed by the mayor subject to approval by the council and shall be appointed for terms of three years, except that terms of initial members shall be as follows: one for one year, two for two years, and two for three years.

(c) *Powers and duties.* The commission on aging shall have the following powers and duties:

(1) To appoint a chairman and secretary from its membership.

(2) To adopt such rules and procedures necessary to govern its meetings, including the establishment of meeting dates.

(3) To study the existence, character, cause and extent of any issue relating to senior citizens, to delineate areas needing service, and recommend solutions to problems of the elderly by avocation of the use of existing community programs and the implementation of new programs through cooperation with the department of parks, recreation and forestry.

(4) To remain advised and inform the board of park commissioners of any legislation or administrative rule affecting the senior citizens.

(5) To act as the mechanism through which the voice of the older person can be heard on any issue relating to the well-being and enhancing the function of the elderly as contributing members of the community.

(6) To make recommendations, in writing, to the director of parks, recreation and forestry, and/or the board of park commissioners on issues, programs, facilities and proposals relating to the senior citizens.

(Code 1974, § 4.30; Code 2001, § 10-12; Ord. No. 21-16, §§ 2, 3, 7-20-2021)

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Sec. 10-14. Sustainability commission.

(a) *Purpose*. The protection, stewardship, improvement, and promotion of the environment is a public necessity and is required in the interest of health, prosperity, safety, and welfare of the city community for present and future generations. The sustainability commission is hereby established to explore sustainability initiatives that can be implemented in the city, with the ultimate goal of providing a more sustainable, livable, and healthy community.

(b) *Definitions*. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Commission means the sustainability commission.

Sustainability means the avoidance of the depletion of natural resources, in order to maintain an ecological balance.

(c) *Commission composition*. The commission is hereby created, consisting of seven members. Of the membership and if available in the community, one shall be an alderperson, one shall be a city employee, and five shall be individuals who live in or work in the city. All members shall have demonstrated interest in environmental stewardship; sustainable business practices, development or technology; green building and design; renewable energy; energy efficient transportation; and recycling and waste management. To the extent possible, members appointed shall represent a diverse range of interest and expertise in sustainability, economic backgrounds and interests, and ethnic and cultural affiliations, including educators and students in the aforementioned fields. The mayor shall appoint the commissioners, subject to confirmation by the common council. Of the initial members appointed, one shall serve a term of one year, two shall serve a term of two years, and two shall serve a term of three years; the alderperson shall finish his or her term. Thereafter, the term for each member shall be three years, except for the alderperson who shall serve a term of two years. Each member is subject to the code of ethics as outlined in section 10-16.

(d) *Officers, meetings and rules of procedure*. The officers of the commission shall be a chair and vice-chair, elected by majority vote of the commission. The chair shall preside at meetings of the commission and shall have the right to vote. The vice-chair shall, in case of absence or disability of the chair, perform the duties of the chair. Officers shall serve for terms of one year or until their successors are regularly elected and take office. The commission shall hold meetings at such times as it deems necessary and shall also meet upon the call of the chair. The commission shall meet not less than four times each calendar year. Four members of the commission shall constitute a quorum.

(e) *Powers and duties of the sustainability commission*. The authority and activities of the commission shall be advisory, and it shall act in a cooperative capacity and rely upon voluntary compliance. The basic function of the commission shall be the promotion of sustainable initiatives. The commission may:

(1) Advise the mayor and the common council with regard to policies, budgets, and regulations related to sustainable policies and practices relative to the environment, including, but not limited to, natural resources, energy, food waste, hazardous materials and pollution;

(2) Create and present an annual work plan to the common council.

(3) Advise municipal efforts to engage the community in a broad range of sustainable initiatives;

(4) Consult with private entities, higher education institutions, and the community with regard to the city's sustainable initiatives;

(5) Coordinate and support efforts to unite and focus municipal programs and services as they relate to sustainable initiatives;

(6) Work on sustainability related projects as directed by the common council and city administrator;

(7) Provide a forum for addressing public concerns related to sustainable policies and practices.

(Code 2001, § 10-13; Ord. No. 18-13, § 1, 7-17-2018; Ord. No. 21-16, § 3, 7-20-2021)

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Sec. 10-15. Community development block grant (CDGB) advisory board.

(a) *Purpose*. The CDBG advisory board is hereby established to implement the city's public participation plan required under the federal Housing and Community Development Act of 1974. The board shall be responsible for implementation of the public participation plan, including encouraging persons of low and middle incomes (LMI) to participate in proposed CDBG projects. The board shall oversee the preparation of CDBG grant applications and provide for and encourage public participation in the process.

(b) *Commission composition*. The board is hereby created, consisting of five members. Of the membership and if available in the community, one shall be an alderperson, one shall have experience in real estate matters, one shall have experience in finance or financial institutions, one shall be a person of low to moderate income, and one shall have experience in the labor community. The mayor shall appoint the board members, subject to confirmation by the common council. Of the initial members appointed, one shall serve a term of one year, two shall serve a term of two years, and one shall serve a term of three years; the alderperson shall finish his or her term. Thereafter, the term for each member shall be three years, except for the alderperson who shall serve a term of two years.

(c) *Officers, meetings and rules of procedure.* The board shall annually elect a chair and vice-chair, elected by majority vote of the commission. The chair shall preside at meetings of the board and shall have the right to vote. The vice-chair shall, in case of absence or disability of the chair, perform the duties of the chair. The board shall hold meetings at such times as it deems necessary and shall also meet upon the call of the chair. Three members of the board shall constitute a quorum.

(d) *Powers and duties of the board.*

(1) The board shall have the authority and responsibility to hold public hearings when required for CDGB proposed projects or other public hearing required under state or federal law for CDGB purposes.

(2) The board shall oversee CDGB the preparation of grant application.

(3) The board shall implement the public participation plan.

(4) The board shall encourage public participation, with emphasis on encouraging participation of low and moderate income persons.

(Code 2001, § 10-14; Ord. No. 21-16, § 1, 7-20-2021)

Sec. 10-16. Dual citizen membership on boards and commissions.

No citizen member appointed and qualified for service on any municipal board, committee or commission shall be appointed or qualified to serve on any other or additional board, committee or commission of the city, except where such dual citizen membership is required by mandatory provisions of the state statutes.

(Code 1974, § 4.25; Code 2001, § 10-15; Ord. No. 21-16, § 3, 7-20-2021)

Sec. 10-17. Code of ethics.

(a) *Declaration of policy.* It is declared that high moral and ethical standards among city officers and employees are essential to the conduct of representative government and that a code of ethics for the guidance of public officers and employees will assist them in avoiding conflicts of interest, will improve standards of public service, and will promote and strengthen the confidence of the residents of the city in their public officers and employees.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Anything of value means any gift, gratuity, favor, service or promise of present or future employment but does not include actual, necessary and authorized expenses or the exchange of seasonal, anniversary or customary gifts among relatives and friends.

Public employee means any person excluded from the definition of a public officer who is employed by the city.

Public officer means all of those persons defined in Wis. Stats. § 62.09, and all members of boards, commissions and committees of the city, whether paid or unpaid.

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(c) *Standards of conduct.*

(1) *Generally.* This chapter shall not prevent any city officer or employee from accepting employment or following any pursuit which does not interfere with the full and faithful discharge of the officer's duties to the city; city officers and employees retain their rights as citizens to interests of a personal or economic nature; and standards of ethical conduct need to distinguish between those minor and inconsequential conflicts that are unavoidable in a free society and those which are substantial and material.

(2) *Financial gain.* No city officer or employee may use the officer's public position to obtain financial gain for the officer or the officer's immediate family or for any business with which the officer is associated.

(3) *Special privileges.* No city officer or employee may use or attempt to use the officer's public position to influence or gain unwarranted benefits, advantages or privileges for the officer or others.

(4) *Gifts and gratuities.* No city officer or employee shall receive or offer to receive, either directly or indirectly, any gift, gratuity or anything of value from any person, if such person:

a. Has or is seeking to obtain contractual or other business or financial relationships with the city, its boards, commissions or committees; or

b. Conducts operations or activities which are regulated by the city, its boards, commissions or committees.

(5) *Contracts with the city.* No city officer or employee who in the officer's capacity as such officer or employee participates in the making of a contract in which such officer or employee has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the part of such official or employee, shall enter into any contract with the city unless the contract is awarded through a process of public notice and competitive bidding, pursuant to Wis. Stats. § 62.15.

(6) *Incompatible employment.* No city officer or employee shall engage in or accept private employment or render service for private interest when such employment or service is incompatible with the proper discharge of the officer's official duties or would tend to impair such official's or employee's independence of judgment or action in the performance of the officer's official duties, unless otherwise permitted by law and unless disclosure of such private employment is made to the finance committee.

(7) *Disclosure of interest in legislation.* To the extent known, any member of the common council who has a financial interest in any proposed legislative action, the common council shall disclose on the records of the common council the nature and extent of such interest. Any other official or employee who has a financial interest in any proposed legislative action before the common council or a city board, commission or committee and who participates in discussion of or gives an official opinion or recommendation regarding such matter, shall disclose on the records thereof the nature and extent of such interest.

(8) *Confidential information.* No city officer or employee may use or disclose confidential information gained in the course of or by reason of the officer's official position or duties in a way that could result in financial gain or benefit for himself or others.

(9) *Campaign contributions.* Campaign contributions shall be reported by all candidates for city office in strict conformity with legal requirements. Campaign contributions shall be excluded from the provisions of this chapter.

(d) *Finance committee designated ethics board.*

(1) The finance committee of the common council shall act as the ethics board of the city.

(2) The finance committee or the ethics board may make recommendations to the common council with respect to amendments to this code of ethics.

(3) Upon the sworn complaint of any person alleging facts which, if true, would constitute improper conduct under this section, the finance committee, as such ethics board, shall conduct a public hearing, unless a private hearing is requested by the individual involved, in accordance with all common law requirements

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of due process and, in written findings of fact and conclusions based thereon, make a determination concerning the propriety of the conduct of the official or employee. If the ethics board finds probable cause exists against an individual of a violation of this section, it shall refer the matter to the common council or other appropriate city authority for appropriate action.

(4) Whenever a public officer or employee has doubt as to the applicability of a provision of this Code to a particular situation, the officer should apply to the finance committee in writing for an advisory opinion and, thereafter, shall be guided by that opinion when given. Any public officer or employee seeking such an advisory opinion shall have the opportunity to present the officer's interpretation of the facts at issue and of the applicability provisions of this Code before such advisory opinion is given.

(5) If any member of the finance committee is subject to a hearing under this section before such committee or petitions such committee for an advisory opinion under this section, such member shall not be eligible to sit on the officer's own case, and an alternate shall be appointed by the mayor to substitute for such member on such case.

(e) *Penalty and sanctions.* Violation of any provision of this section may constitute cause for suspension, removal from office or employment, or other disciplinary action by the appropriate city authority. Suspension or removal proceedings of city officers shall be pursuant to Wis. Stats. § 17.12.

~~(f) *Severability.* If any provisions of this section are held invalid or unconstitutional, or if the application of this section to any person or circumstances is held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this section which can be given effect without the invalid or unconstitutional provision or application.~~

(Code 1974, § 4.33; Code 2001, § 10-16; Ord. No. 09-24, § 3, 10-6-2009)

Sec. 10-18. Public records.

(a) *Definitions.* The provisions of Wis. Stats. §§ 19.32—19.39 are adopted in this section as if fully set forth in this section. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Authority means any of the following city entities having custody of a city record: an office, elected official, agency, board, commission, committee, council, department or public body, corporate and politic, created by constitution, law, ordinance, rule or order; or a formally constituted subunit of the foregoing.

Custodian means that officer, department head, division head, or employee of the city designated under subsection (c) of this section or otherwise responsible by law to keep and preserve any city records or file, deposit or keep such records in the officer's office, or is lawfully in possession or entitled to possession of such public records, and who is required by this section to respond to requests for access to such records.

Local public office has the meaning given in Wis. Stats. § 19.42(7W) and also includes any appointive office of position of the city government unit in which an individual serves as the head of a department, agency or division of the city, but does not include any office or position filed by a municipal employee as defined in Wis. Stats. § 111.70(4)(i).

Record means any material on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by an authority. The term "record" includes, but is not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes and computer printouts. The term "record" does not include drafts, notes, preliminary computations and like materials prepared for the originator's personal use or prepared by the originator in the name of a person for whom the originator is working; materials which are purely the personal property of the custodian and have no relation to the officer's office; materials to which access is limited by copyright, patent or bequest; and published materials in the possession of an authority other than a public library which are available for inspection at a public library.

(b) *Duty to maintain records.*

(1) Except as provided under subsection (g) of this section, each officer and employee of the city shall safely keep and preserve all records received from his or her predecessor or other persons and required by law

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to be filed, deposited or kept in his or her office or which are in the lawful possession or control of the officer or employee or the officer's deputies, or to the possession or control of which the officer or they may be lawfully entitled as such officers or employees.

(2) Upon the expiration of an officer's term of office or an employee's term of employment, or whenever the office or position of employment becomes vacant, each such officer or employee shall deliver to the officer's successor all records then in the officer's custody, and the successor shall receipt therefor to the officer or employee, who shall file the receipt with the city clerk. If a vacancy occurs before a successor is selected or qualifies, such records shall be delivered to and receipted for by the clerk, on behalf of the successor, to be delivered to such successor upon the latter's receipt.

(c) *Legal custodians.*

(1) The clerk, or in the officer's absence or disability or in case of vacancy, the deputy clerk is hereby designated the legal custodian of all city records. The clerk may designate, in writing, that certain other city officers or employees act as the legal custodian of records ordinarily kept by such officer or employee. Authorized designees shall include the city administrator, assessor, attorney, building inspector, clerk, director of parks, recreation and forestry, director of planning and economic development, director of public works, financial services director, fire chief, health officer director, human resources director, police chief and information technology administrator.

(2) The legal custodian shall have full legal power to render decisions and to carry out the duties of an authority under Wis. Stats. ch. 19, subch. 11 and this section. The designation of a legal custodian does not affect the powers and duties of an authority under this section.

(d) *Local public offices.* The following shall constitute local public offices in the city for the purposes of Wis. Stats. § 19.34(1).

(1) Clerk;

(2) City administrator;

(3) City attorney;

(4) City assessor;

(5) Building inspector;

(6) Director of parks, recreation and forestry;

(7) Director of public works;

(8) Director of planning and economic development;

(9) Human resources director;

(10) Financial services director-treasurer;

(11) Police chief;

(12) Fire chief;

(13) Health officer director;

(14) Information technology administrator.

(e) *Public access to records.*

(1) Except as provided in subsection (f) of this section, any person has a right to inspect a record and to make or receive a copy of any record as provided in Wis. Stats. § 19.35(1).

(2) Records will be available for inspection and copying during all regular office hours.

(3) A requester shall be permitted to use facilities comparable to those available to city employees to inspect, copy or abstract a record.

(4) The legal custodian may require supervision during inspection or may impose other reasonable restrictions on the manner of access to an original record if the record is irreplaceable or easily damaged.

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(5) A requester shall be charged a fee to defray the cost of locating and copying records as follows:

a. Such fee for the requested records which does not exceed the actual, necessary and direct costs of complying with the request.

b. The cost of photocopying shall be $0.25 per page. The cost has been calculated not to exceed the actual, necessary and direct cost of reproduction.

c. If the form of a written record does not permit copying, the actual and necessary cost of photographing and photographic processing shall be charged.

d. The actual full cost of providing a copy of other records not in printed form on paper, such as films, computer printouts and audio or video tapes, shall be charged.

e. If mailing or shipping is necessary, the actual cost shall also be charged.

f. There shall be no charge for locating a record unless the actual cost therefor exceeds $50.00, in which case the actual cost shall be determined by the legal custodian and billed to the requester.

g. The legal custodian shall estimate the cost of all applicable fees and may require a cash deposit adequate to ensure payment if such estimate exceeds $5.00.

h. Elected and appointed officials of the city shall not be required to pay for public records they may reasonably require for the proper performance of their official duties.

i. The legal custodian may provide copies of a record without charge or at a reduced charge where he or she determines that waiver or reduction of the fee is in the public interest.

(6) Pursuant to Wis. Stats. § 19.34, and the guidelines therein listed, each authority shall adopt, prominently display, and make available for inspection and copying at its offices, for the guidance of the public, a notice containing a description of its organization and the established times and places at which, the legal custodian from whom, and the methods whereby, the public may obtain information and access to records in its custody, make requests for records, or obtain copies of records, and the costs thereof. Each authority shall also prominently display at its offices, for the guidance of the public, a copy of subsections (d) through (f) of this section. This subsection does not apply to members of the common council.

(f) *Access procedures.*

(1) A request to inspect or copy a record shall be made to the legal custodian. A request shall be deemed sufficient if it reasonably describes the requested record or the information requested. However, a request for a record without a reasonable limitation as to subject matter or length of time represented by the record does not constitute a sufficient request. A request may be made orally, but a request must be in writing before an action to enforce the request is commenced under Wis. Stats. § 19.37. Except as provided in subsections (f)(2) and (3) of this section, no request may be refused because the person making the request is unwilling to be identified or to state the purpose of the request. No request may be refused because the request is received by mail unless prepayment of a fee is required under subsection (e)(5)f of this section. A requester may be required to show acceptable identification whenever security reasons or federal law or regulations so require.

(2) Each custodian, upon request for any record, shall, as soon as practicable and without delay, either fill the request or notify the requester of the authority's determination to deny the request in whole or in part and the reasons therefor. If the legal custodian, after conferring with the city attorney, determines that a written request is so general as to be unduly time consuming, the party making the request may first be required to itemize the officer's request in a manner which would permit reasonable compliance.

(3) A request for a record may be denied as provided in this subsection (f). If a request is made orally, the request may be denied orally unless a demand for a written statement of the reasons denying the request is made by the requester within five business days of the oral denial. If a written request is denied in whole or in part, the requester shall receive a written statement of the reasons for denying the request. Every written denial of a request shall inform the requester that if the request for the record was made in writing, then the determination is subject to review upon petition for a writ of mandamus under Wis. Stats. § 19.37(1), or upon application to the attorney general or a district attorney.

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(g) *Limitations upon access and withholding.*

(1) *Application of other laws.* Any record which is specifically exempted from disclosure by state or federal law or authorized to be exempted from disclosure by state law is exempt from disclosure under subsection (e) of this section, except that any portion of that record which contains public information is open to public inspection as provided in subsection (g)(6) of this section.

(2) *Law enforcement records.* Except as otherwise provided by law, whenever federal law or regulations require or as a condition to receipt of aids by the state require that any record relating to investigative information obtained for law enforcement purposes be withheld from public access, then that information is exempt from disclosure under subsection (e) of this section.

(3) *Contractor's records.* Each authority shall make available for inspection and copying under subsection (d) of this section any record produced or collected under a contract entered into by the authority with a person other than an authority to the same extent as if the record were maintained by the authority. This subsection does not apply to the inspection or copying of a record under Wis. Stats. § 19.35(1)(am).

(4) *Computer programs and data*. A computer program, as defined in Wis. Stats. § 16.971(4)(c), is not subject to examination or copying under subsection (e) of this section, but the material used as input for a computer program or the material produced as a product of the computer program is subject to the right of examination and copying, except as otherwise provided in Wis. Stats. § 19.35 or this section.

(5) *Trade secrets.*

a. The legal custodian may provide copies of a record without charge or at a reduced charge where it is determined that waiver or reduction of the fee is in the public interest; and

b. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in Wis. Stats. § 134.90(1)(c).

(6) *Separation of information.* If a record contains information that is subject to disclosure under Wis. Stats. § 19.35(1)(a) or (am) and information that is not subject to such disclosure, the authority having custody of the record shall provide the information that is subject to disclosure and delete the information that is not subject to disclosure from the record before release.

(7) *Identities of applicants for public positions.*

a. In this section, the term "final candidate" means each applicant for a position who is seriously considered for appointment or whose name is certified for appointment and whose name is submitted for final consideration to an authority for appointment to any local public office, as defined in Wis. Stats. § 19.42(7w). The term "final candidate" includes whenever there are at least five candidates for an office or position, each of the five candidates who are considered most qualified for the office or position by an authority, and whenever there are less than five candidates for an office or position, each such candidate. Whenever an appointment is to be made from a group of more than five candidates, the term "final candidate" also includes each candidate in the group.

b. Every applicant for a position with any authority may indicate in writing to the authority that the applicant does not wish the authority to reveal the officer's identity. Except with respect to an applicant whose name is certified as a final candidate, if an applicant makes such an indication in writing, the authority shall not provide access to any record related to the application that may reveal the identity of the applicant.

(8) *Identities of law enforcement informants.*

a. In this subsection:

1. The term "informant" means an individual who requests confidentiality from a law enforcement agency in conjunction with providing information to that agency or, pursuant to an express promise of confidentiality by a law enforcement agency or under circumstances in which a promise of confidentiality would reasonably be implied, provides information to a law enforcement agency or, is working with a law enforcement agency to obtain information, related in any case to any of the following:

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(i) Another person who the individual or the law enforcement agency suspects has violated, is violating or will violate a federal law, a law of any state or an ordinance of any local government.

(ii) Past, present or future activities that the individual or law enforcement agency believes may violate a federal law, a law of any state or an ordinance of any local government.

2. The term "law enforcement agency" has the meaning given in Wis. Stats. § 165.83(1)(b) and includes the department of corrections.

b. If an authority that is a law enforcement agency receives a request to inspect or copy a record or portion of a record under subsection (e) of this section that contains specific information, including, but not limited to, a name, address, telephone number, voice recording or handwriting sample which, if disclosed, would identify an informant, the authority shall delete the portion of the record in which the information is contained or, if not portion of the record can be inspected or copied without identifying the informant, shall withhold the record unless the legal custodian of the record, designated under Wis. Stats. § 19.33, makes a determination, at the time that the request is made, that the public interest in allowing a person to inspect, copy or receive a copy of such identifying information outweighs the harm done to the public interest by providing such access.

(9) *Records of plans or specifications for state buildings.* Records containing plans or specifications for any state-owned or state-leased building, structure of facility or any proposed state-owned or state-leased building, structure or facility are not subject to the right of inspection or copying under subsection (e) of this section except as the department of administration otherwise provides by rule.

(10) *Public library circulation records exempt.* As provided by Wis. Stats. § 3.30, public library circulation records are exempt from inspection under this section.

(11) *Refusal of requests not specifically exempt from disclosure.* In responding to a request for inspection or copying of a record which is not specifically exempt from disclosure, the legal custodian, after conferring with the city attorney, may deny the request, in whole or in part, only if it is determined that the harm to the public interest resulting from disclosure would outweigh the public interest in full access to the requested record. Examples of matters for which disclosure may be refused include, but are not limited to, the following:

a. Records obtained under official pledges of confidentiality which were necessary and given in order to obtain the information contained in them.

b. Records of current deliberations after a quasi-judicial hearing.

c. Records of current deliberations concerning employment, dismissal, promotion, demotion, compensation, performance or discipline, or any city officer or employee, or the investigation of charges against a city officer or employee, unless such officer or employee consents to such disclosure.

d. Records concerning current strategy for crime detection or prevention.

e. Records or current deliberations or negotiations on the purchase of city property, investing of city fund, or other city business whenever competitive or bargaining reasons require nondisclosure.

f. Financial, medical, social or personal histories or disciplinary data of specific persons which, if disclosed, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such history or data.

g. Communications between legal counsel for the city and any officer, agent or employee of the city, when advice is being rendered concerning strategy with respect to current litigation in which the city or any of its officers, agents or employees is or is likely to become involved, or communications which are privileged under Wis. Stats. § 905.03.

(12) *Property assessment income and expense information.* Whenever the assessor, in the performance of the officer's duties, requests and obtains income and expense information pursuant to the Wis. Stats. § 70.47(7)(af) or any successor statute thereto, then such income and expense information that is provided

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to the assessor shall, except as provided below, be held by the assessor on a confidential basis. Notwithstanding the foregoing, such income and expense information may be revealed to, and used by, persons in the discharge of duties imposed by law, in the discharge of duties imposed by office, including, but not limited to, use by the assessor in performance of official duties of the assessor's office and use by the board of review in performance of its official duties or pursuant to order of a court. Income and expense information provided to the assessor under Wis. Stats. § 70.47(7)(af), unless a court determines that it is inaccurate, is pursuant to Wis. Stats. § 70.47(7)(af), not subject to the right of inspection and copying under subsection (e) of this section.

(h) *Record retention and destruction.*

(1) *Retention schedules.* In accordance with Wis. Stats. §§ 16.61 and 19.21(4)(b) and effective June 1, 2015, the city adopts such record retention schedules as approved by the public records board.

(2) *Records not on approved schedule.* Any record not covered by the approved record retention schedules or any law or regulation, shall be retained at least seven years unless the record is added by amendment to the relevant record retention schedule and authorized by resolution of the common council.

(3) *Notice to state historical society.* Unless notice is waived by the state historical society, at least 60 days' notice shall be given to the state historical society prior to the destruction of any record.

(4) *No destruction of records while a request is pending or while a denial of a request is being appealed.* No custodian may destroy any record at any time after the receipt of a request for inspection or copying of a record until after the request is granted or until at least 60 days after the date that the request is denied. If any legal action is pending regarding or related to the record, the record may not be destroyed without the express authorization of the city attorney. No record that is the object of or which has been produced pursuant to a discovery order or a subpoena may be destroyed without the express consent of the city attorney.

(5) *Records that are evidence.* No record may be destroyed that has been identified as, or that may have value as evidence in any civil or criminal legal proceeding, labor arbitration or disciplinary action. No record may be destroyed at any time within 60 days of the denial of a request to review the record or any part thereof.

(6) *Compliance with federal or other retention requirements.* Notwithstanding the record retention schedules, custodians may not destroy any record when any contract, grant, funding conditions, or state or federal statute requires that such record be maintained for a longer period of time.

(i) *Electronic records and signatures accepted.* Electronic records shall be considered original records for all purposes. Electronic signatures shall be acceptable for official business of the city. The use of electronic signatures by a city department or agency shall comply with Wis. Stats. ch. 137.

~~(j) *Severability.* The provisions of this section are severable. If a subsection, paragraph, sentence, clause or phrase shall be adjudged by a court of competent jurisdiction to be invalid, the decision shall not affect the validity of this section.~~

(Code 1974, § 4.34; Code 2001, § 10-17; Ord. No. 99-30, § 1, 12-21-1999; Ord. No. 03-33, §§ 1, 2, 11-18-2003; Ord. No. 08-20, § 1, 8-5-2008; Ord. No. 09-24, § 4, 10-6-2009; Ord. No. 13-17, §§ 13, 15, 8-20-2013; Ord. No. 15-14, § 1, 3-17-2015; Ord. No. 16-06, §§ 1, 2, 4-19-2016; Ord. No. 21-11, § 1, 5-4-2021)

Sec. 10-19. Continuity of government.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Attack means any attack or series of attacks by an enemy of the United States causing, or which may cause, substantial damage or injury to civilian property or persons in the United States in any manner, by sabotage or by the use of bombs, missiles, shellfire, or atomic, radiological, chemical, bacteriological or biological means, or other weapons or processes.

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Duly authorized deputy means a person who is presently authorized to perform all of the functions, exercise all of the powers, and discharge all of the duties of an office if the office is vacant or at such times as it lacks administration due to the death, absence or disability of the incumbent officer.

Emergency interim successor means a person designated pursuant to this section for possible temporary succession to the powers and duties, but not the office, of a city officer in the event that such officer, or any duly authorized deputy, is unavailable to exercise the powers and discharge the duties of the office.

Unavailable means either that a vacancy in office exists and there is no deputy authorized to exercise all of the powers and discharge the duties of the office, or that the lawful incumbent of the office (including any deputy exercising the powers and discharging the duties of an office because of a vacancy) and the officer's duly authorized deputy are absent or unable, for physical, mental or legal reasons, to exercise the powers and discharge the duties of the office.

(b) *Designation, status, qualifications and term of emergency interim successors.*

(1) *Elective officers.* Within 30 days after first entering upon the duties of his or her office, each member of the council and all city elected officers shall, in addition to any duly authorized deputy, designate such number of emergency interim successors to the officer's office and specify their rank in order of succession after any duly authorized deputy so that there will be not less than three duly authorized deputies or emergency interim successors or combination thereof for the office.

(2) *Appointive officers.* The council shall, in addition to any duly authorized deputy, designate for appointive officers such number of emergency interim successors to these officers and specify their rank in order of succession after any duly authorized deputy so that there will not be less than three duly authorized deputies or emergency interim successors or combination thereof for each officer.

(3) *Review of designations.* The incumbent in the case of those elective officers specified in subsection (b)(1) of this section, and the council in the case of those appointive officers specified in subsection (b)(2) of this section, shall review and, as necessary, promptly revise the designations of emergency interim successors to ensure that at all times there are at least three such qualified emergency interim successors or duly authorized deputies or any combination thereof for each officer specified.

(4) *Qualifications.* No person shall be designated or serve as an emergency interim successor unless, under the constitution and state statutes and the Charter or ordinances of the city, such person hold the office of the person to whose powers and duties the person is designated to succeed, but no provision of any ordinance prohibiting an officer or employee or the city from holding another office shall be applicable to an emergency interim successor.

(5) *Status of emergency interim successor.* A person designated as an emergency interim successor holds that designation at the pleasure of the designator, provided that such person must be replaced if removed. The person retains this designation as emergency interim successor until replaced by another appointed by the authorized designator.

(c) *Assumption of powers and duties of officer by emergency interim successor.* If, in the event of an attack, an officer named in subsections (b)(1) and (2) of this section, and any duly authorized deputy, is unavailable, the emergency interim successor shall be that person who is highest in rank in order of succession who is available, who shall have such duties as set forth in this section, except the power to appoint the emergency officer. An emergency interim successor shall exercise these powers and discharge these duties only until such time as the lawful incumbent officer or any duly authorized deputy or an emergency interim successor higher in rank in order of succession exercises, or resumes the exercise of, the powers and discharge of the duties of the office or until, where an actual vacancy exists, a successor is appointed to fill such vacancy or is elected and qualified as provided by law.

(d) *Recording and publication.* The name, address and rank in order of succession of each duly authorized deputy shall be filed with the city clerk and each designation, replacement of change in order of succession of an emergency interim successor shall become effective when the designator files with the city clerk the successor's name, address and rank in order of succession. The city clerk shall keep on file all such data regarding duly authorized deputies and emergency interim successors, and it shall be open to public inspection.

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(e) *Formalities of taking office.* At the time of their designation, emergency interim successors shall take such oath and do such other things, if any, as may be required to qualify them to exercise the powers and discharge the duties of the office to which they may succeed.

(f) *Quorum and vote requirements.* In the event of an attack, quorum requirements for the council shall be suspended, and where the affirmative vote of a specified proportion of members for approval of any ordinance, resolution or other action would otherwise be required, the same proportion of those voting thereon shall be sufficient.

(Code 1974, § 4.29; Code 2001, § 10-18; Ord. No. 09-24, § 2, 10-6-2009; Ord. No. 13-17, § 15, 8-20-2013; Ord. No. 21-16, § 3, 7-20-2021)

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Chapters 11--12

RESERVED

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Chapter 13

CITY FINANCES

Sec. 13-1. Budget procedure.

(a) *Adoption of state law provisions.* The provisions of Wis. Stats. § 65.90 relating to municipal budgets, hearings thereon and notices of hearing are adopted for the city.

(b) *Creation of designated reserves.* The common council may, by resolution, establish designated reserves of the general fund for the purposes of establishing reserves to pay future costs or indebtedness which are currently incurred or being incurred. Unless the amounts required to be reserved in such designated reserves accounts are imposed by operation of law, the appropriations to such accounts, both initially and periodically thereafter, shall be at the discretion of the common council. Unless rescission or transfer of funds from established designated reserves accounts is prohibited by law, the common council may rescind the same or transfer funds therefrom for other uses, but only upon a finding that a surplus exists for payment of future costs or indebtedness, or a finding that the public interest requires the rescission or transfer, and then only upon the affirmative vote of three-fourths of the entire membership of the common council.

(Code 1974, § 5.01; Code 2001, § 13-1)

Sec. 13-2. Financial statements.

(a) *Monthly statement.* The city finance director-treasurer shall each month prepare and present to the common council a summary statement of the revenues and expenses of the city for the preceding month. These summaries shall be accompanied by such detailed schedules as the council may by resolution require.

(b) *Publication of receipts and disbursements.* Each month the common council shall cause to be published in the official newspaper a general summary of the receipts and disbursements of monies for the preceding month of such publication.

(Code 1974, § 5.02; Code 2001, § 13-2)

Sec. 13-3. Claims; audit.

(a) *Vouchers.* The city finance director-treasurer shall furnish a form upon which any claim against the city shall be filed. The form shall show the nature of the claim and the amount and shall be filed by the claimant or his or her agent. The voucher for such claim shall then be filed by the finance director-treasurer and presented to the city administrator for examination and approval. Thereafter, the claims shall be presented to the common council, at a regular or special meeting, which shall approve, disapprove or refer the same to the proper authorities for investigation. The finance director-treasurer shall compile a report on the claims, which shall be presented to the common council at the next regular meeting.

(b) *Payments.* Upon approval of any claim by the common council, the finance director-treasurer shall issue a check in payment of such claim.

(c) *Petty cash.*

(1) *Authority of finance director-treasurer.* The city finance director-treasurer is authorized to draw a voucher for petty cash in a sum not to exceed $500.00. The finance director-treasurer is authorized to disburse from the petty cash fund sums for purposes for which it may be impractical to follow procedures for ~~for the purposes that are not practical to follow~~ the regular payment of claims by the city, including, but not limited to, the purchase of stamps and miscellaneous supplies for city purposes. Before the petty cash fund is replenished, the city finance director-treasurer shall file with the common council an itemized statement of expenditures from the petty cash fund. In addition, the office of treasurer is authorized to draw a separate voucher for petty cash in a sum not to exceed $300.00 for the purpose of providing change for property tax payments and other transactions paid directly at city hall, which petty cash fund shall be replenished as set forth above.

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(2) *Other departments.* The following departments are authorized to draw vouchers for petty cash in the amounts listed below. The petty cash funds established shall be used for the purposes set forth in subsection (c)(1) of this section and shall be replenished by the procedure therein contained.

Departments	*Petty Cash Fund*
Health	$15.00
Public works	$100.00
Police	$150.00
Fire	$100.00
Community center	$100.00
Wastewater treatment	$50.00
Water	$50.00
City Hall	$100.00

(d) *Annual audit.* An annual detailed audit of the financial transactions and accounts of the city shall be made by the state auditing department or a licensed public accountant to be designated by the council. This audit shall include the accounts of all city departments and city utilities.

(Code 1974, § 5.03; Code 2001, § 13-3; Ord. No. 00-15, § 1, 7-18-2000; Ord. No. 02-18, §§ 1, 2, 7-16-2002; Ord. No. 13-17, § 15, 8-20-2013)

Sec. 13-4. Payment of county taxes.

Pursuant to Wis. Stats. § 70.67(2), the city does obligate itself, as a municipal corporation, to pay, in case the finance director-treasurer of the city shall fail so to do, all state and county taxes required by law to be paid by such finance director-treasurer to the county treasurer. A certified copy of this section shall be filed with the county treasurer and shall remain in effect until a certified copy of its repeal shall be filed with the county treasurer.

(Code 1974, § 5.04; Code 2001, § 13-4)

~~**Sec. 13.4.1. Tax credits to be paid directly to city.**~~

~~(a) The city receives more than $3,000,000.00 in payments from the state for the state school levy, lottery and gaming, and first dollar property tax credits.~~

~~(b) Pursuant to Wis. Stats. § 79.10(cm) 2017 Wisconsin Act 59, municipalities receiving greater than $3,000,000.00 in state property tax credits may notify the state departments of administration and revenue that the municipality approves the direct distribution of the property tax credits to the municipality until or unless the section is repealed, or the property tax credits to be distributed no longer exceed $3,000,000.00 annually.~~

~~(c) Bypassage of this section, the city notifies the state departments of administration and revenue to make such direct payments in 2018 and for all subsequent years. Further, the clerk shall send a copy of this section to the Wisconsin Departments of Administration and Revenue by February 28, 2018.~~

~~(Code 2001, § 13-4.1; Ord. No. 18-05, § 1, 2-21-2018)~~

Sec. 13-5. Bond approval.

All surety bond, insurance policies or similar documents having for their purpose the protection of the city, the public, or any officer or employee of the city, against loss or damage, shall be approved by the city attorney.

(Code 1974, § 5.06; Code 2001, § 13-5)

Sec. 13-6. Payment under public works contracts.

As work progresses under any public works contract involving $1,000.00 or more, the city from time to time shall grant to the contractor an estimate of the amount and proportionate value of work done, withholding not more

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than five percent of the estimate until 50 percent of the work is completed. At and after 50 percent completion of the work, as determined by the director of public works or authorized designee, and the director determines that satisfactory progress is being made and all conditions complied with, the city may continue to retain additional amounts provided the total retainage is not more than ten percent of the value of the work completed.

(Code 2001, § 13-6; Ord. No. 13-17, § 2, 8-20-2013)

Sec. 13-7. Payment of new construction of public infrastructure.

(a) *Policy.* It is the policy of the city to protect the health, safety and property of its citizens and promote the general welfare through the installation, construction or reconstruction of water distribution facilities and appurtenances; public sanitary sewers and appurtenances; storm sewers and appurtenances; public streets, including sidewalks, pedestrian malls, landscaping, streetlights and associated amenities.

(b) *Procedural options.* In addition to any other method allowed under state law, the costs of public construction of water distribution facilities and appurtenances, sanitary sewers and appurtenances, storm sewers and appurtenances, streets including sidewalks constructed or reconstructed as a part of street improvements and related landscaping and amenities may be charged in whole or in part to the property benefited thereby in accordance with the provisions of Wis. Stats. § 66.0701 and § 66.0703 and as provided in this section. The establishment of special assessments for the aforementioned improvements represents an exercise of the police power of the city.

(c) *Public improvements assessment overview.*

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

a. Street reconstruction of existing asphalt and concrete streets, including construction from a rural to an urban roadway with new curb and gutter and including additional lanes of travel.

b. Utility reconstruction.

c. Asphalt or concrete street resurfacing.

d. Stormwater management facilities that are not required for an existing developed parcel, but rather constructed to meet the overall city requirements for regulatory permitting.

e. Sidewalk replaced due to grade change, utility replacement, and/or damage by trees in city right-of-way.

f. Street light additions to existing streets.

g. New construction of arterial street improvements where access to the arterial street from such parcel is prohibited. The term "arterial street," for the purposes of this section, means principal and minor arterial roads as classified by the county planning commission and included in the Green Bay Metropolitan Planning Organization (MPO) Long-Range Transportation Plan at the time such road is constructed.

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

a. New infrastructure construction to a new development (new streets, storm, sanitary, water, etc.).

b. New utility construction to an existing and/or developed parcel such as water main, sanitary sewer, or storm sewer.

c. New or additional laterals to an existing lot.

d. Stormwater management facilities that provide a benefit to a new or existing parcel to be redeveloped, eliminating the requirement for on-site treatment.

e. Driveway aprons for new projects and replacement of gravel drives to the city standard.

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f. New construction of sidewalk.

g. Streetlights for new street construction.

h. Public improvements installed along multi-jurisdictional rights-of-way or property abutting two or more municipal jurisdictions will be assessed to all benefitting properties, with assessments collected by the city upon annexation or intergovernmental agreement.

(3) *Assessment methodologies.*

a. *Front foot method.* When this method is used, benefit is determined to be proportional to the front footage of the property as follows:

1. Assessable footages for improvement will be the linear foot as measured along the building setback line extended to intersect with the property line. When determining assessable footage, all property adjacent to and benefited by the improvement will be assessed. This includes all publicly owned property. Improvements constructed within the intersection will be assessed to the benefited properties.

2. On corner lots that have or will have new infrastructure in each street adjacent to the property for the entire length of each side, a reduction of one-third the combined total lot footage, as measured along the building setback line is made up to a maximum of 60 feet. On corner lots that will have new infrastructure on only one street, assessable footage is measured along the building setback line on the side where the utility is installed with no reduction made.

3. In the event that new infrastructure is constructed on the front and back of a property, and there is no ability to split the property, the property will be assessed at the footage along the building setback line on the side of lot where the property is connected to the new infrastructure.

4. When new utility construction associated with new development is constructed along a property line common to adjacent interior lots, the assessable footage will be measured as a standard interior lot having a utility constructed in the street disregarding the fact it may have a utility on two sides of the lot.

b. *Lot or connection method.* The lot or connection method allocates costs and special assessments on the assumption that every lot or every connection to the public facilities received the same benefit regardless of the difference in the size or shape of the lot or the use of the neighborhood, and there exists some uniformity as to the types of uses on the property.

c. *Regional method.* The regional method allocates cost for improvements to benefitting properties based on area or flow. In the case of improvements such as interceptor sewer costs (including those from the Green Bay Metropolitan Sewerage District), lift stations and force mains, water towers, and regional stormwater management facilities, benefits would be normally more closely associated with an area or a calculated flow generation. The use of this method will require establishment of a per unit cost for the specific improvement, which will the net developable area or calculated flow rate for areas receiving the improvement.

d. *Square foot method.* The square foot method allocates costs based on the square foot of an improvement that a property receives. Costs are determined based on the actual cost to provide the benefit. This method is generally used for driveway and sidewalk improvements.

e. *Combination methods.* A combination of methods may be required for a specific project in particular, on new development. For new contiguous development, improvement costs are paid by the developer. All assessable costs are generally calculated on a per lot basis. For new, non-contiguous development, improvement costs are calculated on a combination of front foot and per lot basis as follows:

1. Costs for utility extensions to service the development are calculated on a per front foot basis. All properties that benefit from the installation of the new utility will be assessed on a linear foot basis as determined by the engineer. Properties that do not benefit from the new utility

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will not be assessed. If the new utility is installed for the need of the new development, the developer will be responsible for all non-benefitting utility costs.

2. Costs for improvements internal to the new development are generally calculated on a per lot basis. The costs for utilities at non-benefitting properties will be generally included in the per lot basis.

(d) *New development extension of public infrastructure.*

(1) *Special assessment.* The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be specially assessed for said improvements pursuant to Wis. Stats. § 66.0703.

(2) *Letter of credit.* The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be required to file an irrevocable letter of credit or cash with the city clerk prior to the city publicly bidding such work. The terms and conditions of such letter of credit and the work to be bid by city for construction shall be as provided in a developer's public infrastructure agreement.

(3) *Residential infrastructure development agreement.* The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be permitted to enter into a residential infrastructure development agreement with the city as authorized under common council Resolution 10-131, a copy of which is available in the office of the city clerk.

(e) *New infrastructure in existing development.* Except as provided in subsection (c) of this section, the owner of property abutting the extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be specially assessed for said improvements pursuant to Wis. Stats. § 66.0703.

(f) *New storm sewer main or lateral installation in existing urban development.* This subsection shall be applicable only to installations in existing urban development. The term "existing urban development" means any existing street with curb and gutter.

(1) *Concurrent with street reconstruction or resurfacing project.* Storm sewer main and laterals shall be constructed in conjunction with street reconstruction or resurfacing projects when requested by a property owner abutting said improvement project or when recommended by the director of public works to address storm drainage issues in such area. The costs associated with installation of new storm sewer main and/or service lines (laterals) shall be assessed as follows:

a. *Cost share between the stormwater utility and property owner.*

1. *Storm sewer main.* The stormwater utility shall bear 80 percent of the costs associated with the storm sewer main installation. The abutting property owner shall be assessed 20 percent off the costs associated with installation of the storm sewer main.

(i) For existing residential development up to two units per parcel, the assessment shall be calculated using the average cost over the preceding three-year period of a 12-inch diameter storm sewer main with a lot width of 60 feet at the right-of-way.

(ii) For all other existing development, the assessment shall be calculated using the average cost over the preceding three-year period of an 18-inch diameter storm sewer main multiplied by the linear front foot of the parcel at the right-of-way.

2. *Storm sewer lateral.* The abutting property owner shall be assessed 100 percent of the costs associated with installation of the storm sewer lateral.

(i) For existing residential development up to two units per parcel, the assessment shall be calculated using the average cost over the preceding three-year period of a six-inch diameter storm lateral with a lot width of 60 feet at the right-of-way.

(ii) For all other existing development, the assessment shall be calculated using the average

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cost over the preceding three-year period of a six-inch, eight-inch or 12-inch diameter storm sewer lateral as determined by the development on the parcel, with a lot width at the right-of-way of 70 linear feet.

b. *Method and basis of assessment.*

1. *Basis of assessment.* The board of public works shall yearly determine the cost of storm sewer main and storm sewer lateral installation using the previous year's actual construction costs for such improvements. Whenever the actual costs shall be found to vary materially from the year prior, the board shall consider whether to reconsider and reopen any assessment and it may, after giving the same notice and having a public hearing as provided in subsection d of this section, may cancel, amend or conform the assessment.

2. *Method of assessment.* Properties abutting the improvements shall be assessed on a per lot basis.

c. *Preliminary resolution.* The board of public works shall consider a preliminary resolution declaring its intent to exercise the city's police powers to specially assess benefited properties to construct such public improvements. Such preliminary resolution shall:

1. Describe generally the contemplated purposes, the limits of the proposed assessment district and the payment options in which the special assessments may be paid;

2. Direct the city engineer or designee to make a report thereon if not already completed;

3. Direct the clerk to publish notice of a public hearing as a Class I notice under Wis. Stats. ch. 985, and to mail a copy of said notice to every interested person whose address is known or can be ascertained with reasonable diligence;

4. Direct the scheduling of a public hearing before the board on such improvements and assessments, said hearing to commence not less than ten and not more than 40 days after the required publication and mailing.

d. *Public hearing.* The board shall hold a public hearing on the assessments and after the hearing may by resolution approve, disapprove, modify, or refer the report with such directions as it deems necessary. The board shall provide for the following payment alternatives if it determines to assess for any of the improvements:

1. No interest imputed if payment of assessment made in full within 30 days of invoice;

2. Payment in such number of yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;

3. Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:

(i) Transfer of the benefited property to any other person or entity;

(ii) Subdivision of the benefited property;

(iii) Connection to the storm sewer;

(iv) The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment, plus accrued interest shall be made in full against the benefited property.

No deferment of special assessments shall be permitted under this subsection unless the property owner consents to the filing and maintenance of a lis pendens notifying subsequent purchasers about the existence of the deferred assessments against the benefitted property by the city. Such lis pendens shall be released by the city upon payment of such special assessments in full.

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4. Interest on alternatives in subsections (f)(1)d.3.(ii) and (iii) of this section shall stop accruing after a period of ten years.

e. *Adoption of final resolution.* Upon adoption by the board, the assessment shall be deemed authorized and made, and the date of adoption shall constitute the date of levy. Assessments so levied shall be a lien against the property from such date. A copy of the resolution adopted by the board shall be mailed to every owner of property assessed whose address is known or can be ascertained with reasonable diligence.

f. *Reopening of assessment.* Whenever the actual cost of any project shall, upon completion or after the receipt of bids, be found to vary materially from the assessment or whenever any assessment is void or invalid for any reason, or whenever the board shall determine to reconsider and reopen any assessment, it may, after giving the same notice as provided in subsection (f)(1)c.3 of this section and after a public hearing, amend, cancel, or conform any such prior assessment. If the cost of the project shall be less than the special assessment levied, the board, without notice or hearing, shall reduce each special assessment proportionately and where any assessments have been paid, and the excess over cost shall be refunded to the property owner.

(2) *Without concurrent street reconstruction or resurfacing project.* Mini-storm sewer (meaning storm sewer main of smaller diameter intended to provide drainage for sump pumps and backyard drains) and laterals shall be installed in residential zoning districts where no street reconstruction or resurfacing improvements are occurring if requested by a property owner to address storm drainage issues or when recommended by the director of public works to address drainage issues in the area. All or part of the costs associated with mini-storm sewer and/or lateral installation shall be assessed under the procedures set forth in subsection (f)(1) of this section, except that the board shall provide for the following payment alternatives in place of those described in subsection (f)(1)d of this section:

a. As to the property owner requesting mini-sewer installation:

1. No interest imputed if paid in full within 30 days of invoice;

2. Payment in such yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bond issue.

b. As to other property owners within the area assessed:

1. No interest imputed if payment of assessment made in full within 30 days of invoice;

2. Payment in such number of yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;

3. Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:

(i) Transfer of the benefited property to any other person or entity;

(ii) Subdivision of the benefited property;

(iii) Connection to the mini-storm sewer;

(iv) The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment, plus accrued interest shall be made in full against the benefited property.

No deferment of special assessments shall be permitted under this subsection unless the property owner consents to the filing and maintenance of a lis pendens notifying subsequent purchasers about the existence of the deferred assessments against the benefitted property by the city. Such lis pendens shall be released by the city upon payment of such special assessments in full.

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(v) Interest on alternatives in subsections subsection (f)(2)b.3.(ii) and (iii) of this section shall stop accruing after a period of ten years.

(3) *Waiver of public hearing and assessment.* The board may, without any notice or hearing, levy and assess the whole or any part of the aforementioned municipal improvements as a special assessment on the property specially benefited thereby or impose a special charge upon property for all or part of the cost of current services rendered whenever notice and hearing thereon is in writing waived by all owners of the property affected by such special assessment or special charge.

(g) *Sidewalks.* The construction and repair of sidewalk which has not been made a part of street or highway improvements shall be assessed in accordance with Wis. Stats. § 66.0907.

(Code 2001, § 13-7; Ord. No. 14-12, § 1, 9-16-2014; Ord. No. 16-11, §§ 1, 2, 7-19-2016; Ord. No. 16-16, § 1, 8-16-2016; Ord. No. 16-20, §§ 1, 2, 9-20-2016; Ord. No. 18-25, § 1, 11-7-2018)

Sec. 13-8. Deferment of special assessments.

(a) *Generally.* Special assessments levied against property for the installation of sanitary sewers, storm sewers, water mains, street construction and street lighting (individually or collectively, the improvements), may be deferred by the common council, pursuant to the provisions of subsections (b) through (d) of this section and pursuant to section 13-9. Special assessments under this section shall not be deferred except upon the affirmative vote of three-fourths of the members of the common council present at the time of such consideration.

(b) *Property eligible for and expiration of deferments.*

(1) Assessment deferments may be granted for:

a. Undeveloped land, used for farming or agricultural use;

b. Unplatted vacant land;

c. Land which, in the reasonable expectation of the common council, is contemplated to be taken by a governmental entity by the power of eminent domain;

d. Developed property served by properly permitted and operating rural improvements (defined as well and septic/mound systems).

(2) Deferments shall expire upon the happening of any of the following:

a. Subdivision by plat or certified survey map or otherwise improved or put to a higher use;

b. Change in zoning classification;

c. Transfer of title to the property by sale, inheritance, gift or will;

d. Connection to the improvements;

e. Governmental exercise of the power of eminent domain;

f. The expiration of five years, unless an extension is granted by the common council;

g. By approved agreement with the city.

(3) Upon expiration or termination of the deferment period, the special assessments shall become due and owing in full unless installment payments had been provided for, or set forth in any agreement, at the time the deferment was granted.

(4) Upon expiration or termination of the deferment period, the property owner shall be required to connect to the improvements by the director of public works as provided under chapter 26.

(c) *Interest.* Interest may be charged during the deferment period. The interest rate may be established at an annual rate to be determined by the common council at the time the deferment is granted.

(d) *Conditions.* The common council may impose reasonable conditions upon any deferment, which conditions shall be determined by the common council at the time the deferment is granted.

(Code 1974, § 5.10; Code 2001, § 13-8; Ord. No. 06-46, §§ 1, 2, 12-19-2006; Ord. No. 16-16, § 2, 8-16-2016; Ord. No. 18-27, § 1, 11-20-2018)

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Sec. 13-9. Deferment and special assessment payments for newly annexed agriculturally zoned properties.

(a) *Deferment of special assessments for newly annexed properties.* Except as provided below, special assessments for newly constructed street improvements and utilities levied against unplatted, vacant or primarily agriculturally used property annexed into the city on or after January 1, 2016, shall be deferred without interest for a period not to exceed 15 years. Deferral of the special assessment shall expire upon the earlier of the following:

(1) The benefitted property is subdivided;

(2) The benefitted property subject is transferred as defined in section 13-8(b) to any other person or entity;

(3) The benefitted property is rezoned;

(4) The benefitted property is connected to the utility improvements;

(5) Expiration of 15 years from the date of the special assessment.

(b) *Lis pendens.* No deferment of special assessments shall be permitted under this section unless the property owner consents to the filing and maintenance of a lis pendens notifying subsequent purchasers about the existence of the deferred assessments against the benefitted property by the city. Such lis pendens shall be released by the city upon payment of such special assessments in full.

(c) *Payment of deferred special assessments for newly annexed properties.* Upon expiration of the deferred assessment period, payment of the deferred special assessments shall be as follows:

(1) Unless the benefitted property remains in agricultural use and the deferral period has expired solely because of the passage of 15 years, payment of the special assessments shall be made, in full, within 30 days of the happening of the event giving rise to the expiration of the deferral.

(2) If the benefitted property remains in agricultural use and the deferral period has expired solely because of the passage of 15 years (the additional deferral period), payment of the special assessment shall continue to be deferred for up to an additional ten-year period (the additional deferral period) with interest accruing on such special assessments at the rate of one percent over the interest rate at which the city borrowed for installation of the improvements. The additional deferment period shall expire upon the earlier of the following:

a. The benefitted property is subdivided;

b. The benefitted property subject is transferred as defined in section 13-8(b) to any other person or entity;

c. The benefitted property is rezoned;

d. The benefitted property is connected to the utility improvements;

e. Expiration of ten years from the commencement of the additional deferral period.

Payment of the special assessments shall be made, in full, within 30 days of the happening of the event giving rise to the termination of the additional deferral period.

(Code 2001, § 13-9; Ord. No. 16-16, § 3, 8-16-2016)

Sec. 13-10. Deferment of special assessments for hardship.

(a) *Deferment.* Special assessment or sidewalk repair expense (hereinafter, assessment) levied or charged against property may be deferred for reasons of hardship by the finance/personnel committee (the committee) as provided in this section. Hardship assessment deferments may be granted only for assessments levied or charged against owner-occupied, single-family or duplex real estate. Such deferment shall be by resolution directing the finance director-treasurer to pay all or any portion of assessments levied or charged against such property.

(b) *Copy of resolution to be filed with county register of deeds.* A copy of such resolution, with a statement of the amount and date paid and a description of the property, certified by the clerk, shall be recorded with the county register of deeds. The amount shall thereby become a lien upon such real property in favor of the city prior to any other lien, than prior outstanding tax certificates or prior liens hereunder, for the amount paid, with legal interest, and shall be enforceable after transfer of title of the property by sale, inheritance, gift or will, in the manner

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provided by law for the enforcement of mechanics' liens.

(c) *Discharge of lien.* The owner of such property, his or her heirs, personal representatives or assignees may discharge such lien at any time by paying the amount of such lien with accrued interest to the clerk, who shall execute a proper satisfaction which may be duly recorded with the county register of deeds.

(d) *Transfer of title by sale or gift.* After transfer of title by sale, inheritance, gift, or will, or when the basis for hardship no longer exists, the assessment shall be due and owing in full.

(e) *Application.* Application for deferment shall be made to the committee upon an affidavit form provided by the clerk verified by each applicant.

(1) The application shall list the relationship, ages and employment status of the applicant and all dependents; a complete schedule setting forth all assets, liabilities and income from all sources, including his or her own and those of his or her dependents; and any other pertinent information which may assist in evaluating such application. The current federal poverty guidelines shall be used by the committee in evaluating the applicant's ability to pay the assessment. Nothing herein shall prohibit an applicant with a household income above such guidelines from receiving a deferral if the committee determines that extraordinary expenses or other financial obligations of the applicant nonetheless constitute/create hardship to the extent the applicant is unable to pay the assessment.

(2) The above information, together with the information provided in subsection (f) of this section, shall be considered and treated as privileged information and shall not be made public without the applicant's consent.

(3) Applications shall be reviewed by the committee which shall either grant or deny the requested deferment. The decision of the committee shall be final.

(f) *Notification of clerk of increases.* The clerk shall annually request from persons granted a deferral, information pertaining to any increase in assets, annual income or change in any factor identified in the committee's hardship determination. If the information provided shows that the household income of the deferral recipient exceeds the federal poverty guidelines, the clerk shall notify the deferral recipient that the basis of hardship has ceased together with notice that the assessment, plus interest, will be placed upon the tax roll as a special charge for services rendered pursuant to Wis. Stats. § 66.0627. A determination that the basis of hardship has ceased under this subsection may be appealed to the committee for its review of the hardship determination, which determination on review shall be final. Appeal to the committee shall be in writing and filed with the city clerk within 30 days of the clerk's determination that the basis of hardship has ceased.

(g) *Failure to provide, providing false or providing incomplete information.* If the applicant willfully provides false or incomplete information or fails to provide the information requested under subsection (f) of this section, the basis for hardship shall no longer exist and the assessments shall become due and owing in full.

(h) *Interest; deferment period.* Interest at the rate at which the city most recently bonded, plus one percent, shall be charged during the deferment period. The interest rate shall not, however, exceed the legal rate prescribed by state law.

(Code 1974, § 5.11; Code 2001, § 13-10; Ord. No. 06-46, § 1, 12-19-2006; Ord. No. 13-17, § 15, 8-20-2013; Ord. No. 16-16, § 4, 8-16-2016; Ord. No. 17-11, § 1, 6-6-2017; Ord. No. 19-04, § 1, 1-15-2019)

Sec. 13-11. Emergency procurements.

Notwithstanding any provision of this Code to the contrary, upon declaration of a state of emergency, the mayor, the city administrator, or either's designee may procure by purchase or lease such goods and services as are deemed necessary for the city's emergency response effort. This emergency procurement of goods or services may be made in the open market without filing a requisition or estimate and without advertisement or compliance with requirements for public bidding for immediate delivery or furnishing. A full written account of emergency procurements made during this emergency, together with a requisition for the required materials, supplies, equipment, or services, shall be submitted to the city administrator within 30 days after their procurement, or as soon thereafter as practicable, and shall be open to public inspection for such period as required by applicable city ordinance and state statutes. The city administrator shall, within 30 days of the conclusion of the emergency,

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formally communicate these emergency expenditures in a full written account to the city council.

(Code 2001, § 13-11; Ord. No. 20-11, § 1, 8-7-2020)

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Chapter 14

ZONING*

***Editor's note**--The city zoning ordinance is available at:

https://www.deperewi.gov/department/photos/index.php?structureid=124.

~~In addition, Ordinance No. 22-13, dated December 20, 2022, section 3 calls for section 14-34 Map to be repealed in its entirety and reenacted as section 14-10, Zoning Map, including the City of De Pere Zoning Map, all as attached hereto and incorporated herein by reference, as the final version and form, which shall constitute the city's official zoning map. The locations and boundaries are as shown on the attached map entitled "City of De Pere Zoning Map," dated December 2022, a certified copy of which will be on file in the office of the city clerk. The map and all notations, references, data and other information shown thereon are hereby made a part of chapter 14 as if the same were fully set forth herein. The city clerk is directed to certify the zoning map of the city and such certified copy shall remain on file in the office of the city clerk.~~

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Chapter 15

RESERVED

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Chapter 16

FLOODPLAIN ZONING

(RESERVED)

PROOFS

Chapter 17

RESERVED

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Chapter 18

POLICE AND FIRE DEPARTMENTS

Sec. 18-1. Board of police and fire commissioners.

(a) *Membership.* There shall be appointed a board of police and fire commissioners, which shall consist of five citizen members, three of whom shall constitute a quorum. The commissioner appointed to fill the seat formerly held by a member of the common council shall serve an initial term of one year. Thereafter, the mayor shall, at the annual organizational meeting of the common council, appoint one citizen member for a term of five years.

(b) *Duties and powers.* The board shall have the duties and powers set forth in Wis. Stats. § 62.13.

(Code 1974, § 6.01; Code 2001, § 18-1; Ord. No. 02-11, § 1, 4-16-2002)

Sec. 18-2. Police department.

The chief of police shall be in command of the police department and have supervision over all its officers and members. There shall be such number and rank of members of the department as the common council shall determine.

(Code 1974, § 6.02; Code 2001, § 18-2; Ord. No. 17-01, § 3, 1-17-2017)

Sec. 18-3. Duties of police department.

(a) The chief of police shall have general supervision over the police department and shall be responsible for its efficiency. The chief of police shall have the powers and duties set forth in Wis. Stats. § 62.13. The designated second in command and, secondly, any appointed sworn officers of the department shall discharge the duties of the chief of police in case of absence, disability or suspension of the chief of police.

(b) It shall be the duty of the chief of police and of all police officers to preserve the public peace and to suppress all riots, disturbances and breaches of the peace, and they shall apprehend all disorderly persons or disturbers of the peace.

(c) It shall further be the duty of the chief of police and all police officers to enforce all ordinances of the city relating to offenses against public peace and quiet, public policy and public safety.

(d) Within the table of organization of the police department is created the civilian position of community service officer. Employees filling such position shall not be deemed peace officers or subordinates of the chief of police for the purposes of Wis. Stats. § 62.13 but are granted the limited power to issue citations for all violations of existing parking regulations (including, specifically, parking violations adopting statutory provisions by reference and future amendments to such state or municipal regulations), subject to the penalties and procedures provided at section 150-3(e). All other duties of the position of community service officer shall be as prescribed by the finance/personnel committee, subject to the direction and control of the chief of police and/or his or her designee.

(e) *Crossing guards.* As permitted under Wis. Stats. § 349.215, the chief of police shall appoint such adult crossing guards as determined necessary and within the department budget. The chief of police or his/her designee shall be responsible for the supervision and direction of the crossing guards. All crossing guards shall wear such equipment or uniform as prescribed by the chief of police.

(Code 1974, § 6.03(1)—(4); Code 2001, § 18-3; Ord. No. 13-17, § 15, 8-20-2013; Ord. No. 15-26, § 1, 9-15-2015; Ord. No. 17-01, § 3, 1-17-2017)

Sec. 18-4. Bail.

(a) *Release of arrested person.* The chief of police, whenever in his or her opinion the circumstances may require, may receive of any person who may have been accused of violating any ordinance and has been arrested therefor, a sum of money not exceeding the maximum amount of the penalty which may be imposed in such case, and release such person from arrest until the opening of municipal court on the next succeeding day when the court may be in session, or until a time for the hearing of the case. No member of the police department shall provide

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bail, except in the case of an immediate family member. For the purposes of this section, the term "immediate family member" means spouse, child, step-child, parent or step-parent.

(b) *Forfeiture of bail.* When any person so arrested and released shall fail to appear personally or by his or her attorney at the time fixed for the hearing of the case, and upon the order of the court forfeiting bail, the money deposited with the chief of police shall be retained and paid into the municipal court and disbursed in the same manner as are forfeitures imposed for violation of city ordinances.

(Code 1974, § 6.04; Code 2001, § 18-4; Ord. No. 13-17, § 15, 8-20-2013; Ord. No. 17-01, § 3, 1-17-2017)

Sec. 18-5. Assisting police; resisting an officer.

Whenever in the execution of any duty it shall be necessary to make any arrest or commitment, the chief of police or any police officer may, if necessary, command any person to assist him or her in so doing and may employ such force as may be necessary for the purpose. No person shall resist, or aid or countenance any person in resisting any police officer or other person assisting him or her in the execution of any duty or shall refuse to aid him or her or them when called upon.

(Code 1974, § 6.05; Code 2001, § 18-5; Ord. No. 13-17, § 14, 8-20-2013)

Sec. 18-6. Fire rescue department organization.

(a) *Established.* The city fire rescue department is established. This department shall be responsible for fire protection of property and life and shall be the primary response agency for medical emergencies for the citizens of the city.

(b) *Personnel.* The department shall consist of a fire chief and such other personnel as the common council shall determine.

(Code 1974, § 6.06; Code 2001, § 18-6)

Sec. 18-7. Duties and powers of fire chief.

(a) *Duties.* The fire chief shall be responsible for the overall administration of the department and shall have general supervision of such department, performing all duties imposed on fire chiefs by the state statutes, local ordinances and department rules.

(b) *Fire chief absence.* The assistant fire chief shall discharge the duties of the fire chief in case of absence, disability or suspension of the fire chief. Nothing in this subsection is intended to limit the authority of the police and fire commission to appoint a temporary chief in the case of vacancy or long-term absence.

(c) *Annual report.* At the end of each calendar year, the fire chief shall compile a report on the operations of the department for the year, with any recommendations for maintenance or improvement of such matters related to the fire rescue department.

(Code 1974, § 6.07; Code 2001, § 18-7)

Sec. 18-8. Fire apparatus and equipment.

(a) The fire chief shall have control of all apparatus used by the department and shall be responsible for its proper maintenance. Emergency repairs may be authorized by the chief.

(b) No person shall injure in any manner any hose, hydrant or fire apparatus belonging to the city, and no vehicle shall be driven over any unprotected hose of a fire department when laid down on any street, private driveway or other place to be used at any fire or alarm of fire, without the consent of the fire department official in command.

(Code 1974, § 6.08; Code 2001, § 18-8)

Sec. 18-9. Police power of the fire department.

(a) *Designation of dangerous area boundary.* The fire chief or his or her designee may prescribe certain limits in the vicinity of a fire or other emergency being cared for by the department within which no persons excepting firefighters and police personnel and those admitted by order of any department officer shall be permitted to enter. The chief or any member of the department in charge shall have the power to cause the removal of any

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property whenever it shall become necessary for the preservation of such property from fire or to prevent the spreading of fire or to protect adjoining property and during the progress of any fire, the chief or firefighter in charge shall have the power to order the removal or destruction of any property necessary to prevent the further spread of fire. The chief or firefighter in charge shall also have the power to cause the removal of all wires or other facilities and the turning off of all electricity or other services where the same impedes the work of the department during the progress of the fire.

(b) *Emergency entry.* It shall be lawful for any firefighter, while acting under the direction of the fire chief or firefighter in command of a fire or emergency site, to enter upon the premises adjacent to or in the vicinity of any building or other property then on fire or subject to other emergency for the purpose of extinguishing such fire or preventing the spread of continuation of such emergency.

(c) *Hindering provisions adopted.* Wis. Stats. § 941.12, interfering within firefighting, is adopted by reference and incorporated in this section.

(Code 1974, § 6.09; Code 2001, § 18-9; Ord. No. 13-17, § 15, 8-20-2013)

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Chapters 19--21

RESERVED

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Chapter 22

STREETS, ALLEYS AND SIDEWALKS

Sec. 22-1. Street superintendent.

The municipal office of street superintendent is created. A statement of the activities, distinguishing features, duties, responsibilities, work requirements and desirable training and experience of such office, as approved by the board of public works, is and shall be on file in the office of the city administrator.

(Code 1974, § 7.01; Code 2001, § 22-1)

Sec. 22-2. Official street map.

(a) To conserve and promote the public health, and safety, convenience and general welfare and pursuant to Wis. Stats. § 62.23(6)(c), there is established an official street map for the city. Such map is incorporated in this section and made a part of such section as though fully set forth.

(b) The official street map shall be deemed to be final and conclusive with respect to the location and exterior lines of streets, highways and parkways and the location and extent of parks and playgrounds shown thereon.

(c) The official street map shall be kept in the office of the city clerk and director of public works.

(d) The council may, when it deems it for the public interest, change or add to the official street map so as to establish the exterior lines of planned new streets, highways, parkways, parks or playgrounds or to widen, narrow, extend or close existing streets, highways, parkways, parks or playgrounds. Such changes or additions to the official street map shall be made in accordance with the procedures required in Wis. Stats. § 62.23(6)(b).

(e) The placing of any street, highways, parkways, park or playground upon the official street map shall not in and of itself constitute or be deemed to constitute the opening or establishment of any street, highway, parkway, park or playground, or the taking or acceptance of any land for such purposes.

(f) For the purpose of preserving the integrity of the official street map, no permit shall hereafter be issued for any building in the bed of any street, highway or parkway shown or laid out on such map, except as provided in Wis. Stats. § 62.23(6). No permit for the erection of any building shall be issued unless a street, highway or parkway giving access to such proposed structure has been duly placed on the official street map.

(g) Any person affected adversely by the refusal of the building inspector to issue a building permit because of this section may appeal such refusal to the board of appeals pursuant to the provisions of Wis. Stats. § 62.23(6)(d), (f) and (g).

(h) The city clerk shall file with the county register of deeds a certificate showing that the city has established such official street map.

(Code 1974, § 7.02; Code 2001, § 22-2)

Sec. 22-3. House numbers.

(a) All lots and parts of lots in the city shall be numbered in accordance with a certain map now on file in the office of the assessor and building inspector which is designated "Street Numbering Map." All lots and parts of lots hereafter platted shall be numbered to conform as nearly as possible to the general scheme of numbering as outlined on such map.

(b) The owner of every building abutting or affronting any street within the city shall cause the numbers referred to in subsection (a) of this section to be securely attached to the front of such buildings, or to a permitted structure in the front yard setback, in a conspicuous position and in contrast to the background so that the same may be plainly seen from the street. Street numbers shall be attached not higher than the first or ground story of the building and shall be in numerals not less than 2 1/2 inches in height. All buildings hereafter constructed shall have the numerals affixed prior to final inspection by the building inspector. The owners of all buildings in the city shall cause such numbers to be properly maintained at all times.

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(c) If the owner of any building shall neglect to attach or maintain the proper numbers on such building, the building inspector, police chief, fire chief or their designee shall serve a notice by mail requiring the owner to place or replace the numerals required in this section within ten days of the date of the notice. Failure to comply with such notice shall be a violation of this section.

(Code 1974, § 7.03; Code 2001, § 22-3)

Sec. 22-4. Street grades.

(a) *Filing.* The grades of all streets, alleys and sidewalks, as established by the common council, shall be kept on file in the office of the clerk.

(b) *Recorded.* The grade of all streets, alleys and sidewalks shall be established and described, and the adopting of such grades and all alterations thereof shall be recorded by the city clerk. No street, alley, or sidewalk shall be worked until the grade thereof is established and shall be constructed in accordance with such grade.

(c) *Altering grades.* No person shall alter the grade of any street, alley, sidewalk or public ground, or any part thereof, in the city unless authorized or instructed to do so by the common council or the director of public works. The authority of the public works director, as provided in this section, is limited to approval of sidewalk construction design which vary the elevation and/or location of the sidewalk or pavement in accordance with sound engineering principles which facilitate compatibility with adjacent facilities, topography and drainage patterns, and satisfies the public interest in safety and accessibility. All such plans shall minimize any variance from normal line and grade and will not represent a change in the official grade established by the common council.

(d) *Datum plane of reference.* The elevations mentioned in all plans hereafter proposed for sewers, streets, gradings, paving, bridges, public buildings, and all other public improvements shall be with reference to the established plane of reference and the benchmarks on file in the office of the director of public works or street superintendent and entitled "Datum Plane of Reference."

(e) *Grades within utility easement areas.* The board of public works shall establish grade levels for all property within any area designated as a utility easement area heretofore or hereafter granted to the city. Such utility easement areas reserved for public benefit shall be graded to provide for adequate drainage of stormwater and surface water. If the subdivider or property owner fails to maintain such established grade the city shall enforce such grade level pursuant to Wis. Stats. § 236.293.

(Code 1974, § 7.04; Code 2001, § 22-4)

Sec. 22-5. Construction and repair of streets and sidewalks.

(a) *Statute adopted; application.* The provisions of Wis. Stats. §§ 62.16 and 66.0907, and any amendments thereto, relating to the construction and repair of streets and sidewalks, not inconsistent with this chapter, are adopted by reference. No sidewalk shall be constructed or repaired unless the property owner or contractor intending to perform the work shall make application to the department of public works for establishment of the grades of such sidewalk.

(b) *Materials.* Contractors building sidewalks and property owners constructing their own sidewalks shall obtain from the director of public works' office plans and specifications and shall construct sidewalks in the city in accordance with such plans and specifications.

(c) *Grade setting; fee.* The department of public works shall furnish the grade for sidewalks, lawns and streets by setting stakes in accordance with normal engineering practices. After grade lines are furnished in this manner to a contractor or property owner, it shall be the duty of the contractor or property owner to preserve such grade stakes until the sidewalks have been constructed. Failure to preserve the grade line and grade stakes, necessitating the return of a city employee to reset the stakes, will subject the contractor or property owner to the expense involved in resetting the grade stakes. A one-time fee as determined by resolution of the common council shall be charged for the initial grade setting as contemplated in this section. The fee will be collected by the building inspector at the time of issuance of the building permit.

(d) *Sidewalks required constructed.* Sidewalks shall be constructed according to the specifications as set forth in subsection (b) of this section. The board of public works shall, at least annually, review those areas where sidewalks have not been constructed to determine the need for such construction for the safety of all citizens and

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recommend to the common council the installation of sidewalks in such areas. In reviewing the need for such construction of sidewalks, the board and common council shall consider the following factors: thoroughfares, connector streets, connection with public facilities such as schools and parks, pedestrian and vehicular safety and topographic consideration. Upon such recommendation the common council may require installation pursuant to Wis. Stats. § 66.0907.

(e) *Determination of need.* In addition to the requirements set forth in subsection (d) of this section, the board of public works shall review all subdivision plats and certified survey maps requiring dedication of property for street purposes to determine whether or not sidewalks shall be required to be constructed upon streets set forth thereon. The board of public works shall make that determination based upon the criteria established above. If the board of public works determines that sidewalks are so required, they shall submit that finding to the common council and final approval of the plat of map may be subject to the imposition of a restrictive covenant thereon requiring installation of sidewalks prior to issuance of any occupancy permit. If such covenant is not required, nothing in this section shall prohibit a review of said areas contained on such plat of map pursuant to subsection (d) of this section at a later date.

(Code 1974, § 7.05; Code 2001, § 22-5; Ord. No. 05-21, §§ 1—3, 6-21-2005; Ord. No. 13-17, § 6, 8-20-2013; Ord. No. 15-01, § 3, 1-6-2015)

Sec. 22-6. Repairs to sidewalks.

(a) *Property owner to repair.*

(1) The board of public works may order any sidewalk which is unsafe, defective or insufficient to be repaired or removed and replaced with a sidewalk in accordance with the standards fixed by the director of public works.

(2) A copy of the order directing the laying, removal, replacement or repair of sidewalks shall be served upon the owner, or an agent, of each lot or parcel of land in front of which the work is ordered. Service of the notice shall be made in accordance with Wis. Stats. § 66.0907.

(3) If the owner neglects for the period of time specified in such notice to lay, remove, replace or repair the sidewalk, the city may cause the work to be done at the expense of the owner.

(b) *City to be responsible for damage caused by city terrace trees.*

(1) City shall complete all laying, removing, replacement and repair of any sidewalk insufficiency or defect that, in the reasonable opinion of the city forester, is caused by city terrace trees. The city shall also complete such laying, removing, replacement and repair of all other sidewalk repair work adjacent to or contiguous to such tree-damaged sidewalk.

(2) City shall invoice the property owner or agent for all sidewalk repair work not attributable to the city terrace tree as reasonably determined by the city forester. Any such bill not paid by the property owner by October 1 of the year of invoice shall be placed against the real property as a special charge pursuant to Wis. Stats. § 66.0627.

(c) *Minor repairs to sidewalks.* When the cost of repairs of a sidewalk in front of any lot or parcel of land shall not exceed the sum of $100.00, the board of public works may immediately repair the sidewalk without notice or letting the work by contract and charge the cost of the repair to the owner of such lot or parcel of land in the manner provided in Wis. Stats. § 66.0627.

(Code 1974, § 7.06; Code 2001, § 22-6; Ord. No. 10-11, § 1, 6-15-2010)

Sec. 22-7. Material for grading streets.

Whenever any street, sidewalk, alley or public ground shall be ordered to be graded by filling, and any material shall be deposited on such street, sidewalk, alley or public ground for the purpose of raising the same to the grade ordered, all persons, contractors, as well as others, so grading such streets, sidewalks, alleys or public ground and all other persons are prohibited from removing from such streets, sidewalks, alleys or public grounds any such material so placed thereon.

(Code 1974, § 7.07; Code 2001, § 22-7)

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Sec. 22-8. Use of public right-of-way.

(a) *Merchandise in streets.* Except as specifically provided in this Code, it is unlawful for any person to place any goods, wares, displays, decorations, merchandise of any type, or the containers therefor, in, on or above any street or sidewalk in the city without having received a permit therefore as provided in this section or chapter 106.

(1) *Vending machines/collection boxes (other than news boxes).*

a. Vending machines and other collection boxes used for the distribution, collection, or management of non-governmental business operations are prohibited in public right-of-way.

b. Permit for the placement of vending machines/collection boxes upon city property other than right-of-way may be granted as provided in section 106-6(a). A permit for the placement within city parks may be granted as provided in section 30-2(i).

(2) *News boxes.* See section 106-6(a)(2)A.

(b) *Closure for street parties.* Residents of the city may request to close a street for a period of time not to exceed 24 hours for the purpose of a neighborhood gathering. Such request shall be forwarded to the director of public works and police chief for review, who shall consider the following factors:

(1) Specific location of street to be closed.

(2) Duration.

(3) Access for emergency purposes.

(4) Public works projects affecting the area subject to closure.

(5) Any other factors reasonable in determining whether the closure of the particular portion of the public right-of-way is in the interest of the public health, safety and welfare of the city.

Upon approval by the director of public works and police chief, no further action will be necessary to permit such temporary street closure. If the request for street closure is denied, the applicant shall be entitled to be heard before the common council at its next regular session.

(c) *Sidewalk cafe permits.* See section 106-6(a)(2)B.

(Code 1974, § 7.08; Code 2001, § 22-8; Ord. No. 01-20, § 1, 10-16-2001; Ord. No. 07-29, § 2, 11-20-2007; Ord. No. 12-11, § 1, 5-15-2012; Ord. No. 15-01, §§ 4, 5, 1-6-2015)

Sec. 22-9. Building materials in streets.

(a) No person shall place or cause to be placed any stones, timber, lumber, plank, boards or other materials for building in or upon any street, alley or public square or park without the consent of the common council or director of public works.

(b) The common council or director of public works may grant any person a permit in writing to place and keep any building materials in any public streets for a limited period of time. Such permit shall not authorize the obstructing of more than one-third of the sidewalks and one-third of the roadway of the street opposite the lot on which an erection is to be made by the person to whom the permission is granted. Such permission may be revoked at any time by the common council or the director of public works.

(Code 1974, § 7.09; Code 2001, § 22-9)

Sec. 22-10. License for certain concrete work.

(a) *Required.* Except as provided herein, no person shall build, construct, or sawcut any concrete sidewalk upon any street in the city, construct any driveway approach between the sidewalk and curb line or sawcut any curb and/or gutter upon any street in the city without first having obtained a concrete worker's license as set forth in this section. Property owners may construct sidewalk or driveway approaches upon any street abutting their own property without such license and without being required to furnish any bond otherwise required in this section, provided that they comply with all other provisions of this chapter.

(b) *Application.* Any person desiring a concrete worker's license shall make application therefor to the

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director of public works. The applicant shall possess such qualifications as determined necessary by the director of public works. Licenses issued hereunder shall expire on April 1 each year.

(c) *Fee; bond.* Each license applicant shall make payment of the application such fee as determined by resolution of the common council. Such fees may include penalties, late fees or fees for expedited process with the application. Before the license is issued, the applicant shall make and file with the director of public works a bond with good and sufficient sureties in the amount of $5,000.00. Such bond shall be conditioned upon observation of all requirements and regulations of the city regarding sidewalks, driveway approaches and concrete saw cuts which are or may be prescribed and indemnifying the city and the property owner abutting the location where work is to be performed for failure to comply with such requirements and regulations, or failure to comply with the lines and grades furnished by the city while engaged in any concrete construction hereunder.

(Code 2001, § 22-10; Ord. No. 06-21, § 1, 7-5-2006; Ord. No. 06-33, § 2, 11-8-2006; Ord. No. 07-11, § 1, 5-1-2007)

Sec. 22-11. Permit to make excavation.

(a) *Statutes adopted.* The provisions of Wis. Stats. § 66.0425 ~~66.045~~ and any amendments thereto, not inconsistent with this chapter, are adopted by reference.

(b) *Required.* No cut, excavation or service connection shall be made in any street unless a permit is obtained from the director of public works.

(c) *Interference with vehicular traffic.* In cases where the cuts must be opened for a considerable period of time, the director of public works may require that the excavation be covered with a steel plate adequate to carry traffic during peak traffic periods as determined by the director. On the arterial street system or within one block or signalized intersections, no cut, excavation, service connection or servicing or maintenance of any utility shall be allowed between the hours of 7:00 a.m. and 9:00 a.m. or between the hours of 3:30 p.m. and 6:00 p.m. without the approval of the director of public works. In case of emergency conditions, excavations and servicing of facilities can take place as required by the city or any public service corporation. At such time, the city or public service corporation will be required to keep interference with traffic flows to a minimum.

(d) *Application.* Application for a permit to excavate in public streets in the city shall be made to the director of public works, giving the exact location of excavation, type of project, time excavation is to be open (not to exceed 48 hours without permission of the director of public works) and all other particulars with respect thereof.

(e) *Fees.* Permit fees shall be charged for all cuts or excavations in any street or right-of-way. Such fees shall be as determined by resolution of the common council. Such fees may include late fees, penalties or fees for expedited process.

(f) *Restoration.* Restoration of the cut or excavation shall conform to the general requirements therefore established by the director of public works.

(Code 1974, § 7.11; Code 2001, § 22-11; Ord. No. 03-10, §§ 1-3, 5-20-2003; Ord. No. 06-33, § 3, 11-8-2006)

Sec. 22-12. Protection of excavations.

(a) Any person making or having charge of any sewer, vault, cistern or well shall during the whole of every night while such sewer, vault, cistern or well shall be opened or uncovered fence in the same and cause a lighted lamp or lantern to be placed and kept so as to cast its light upon such vault, sewer, cistern or well, and shall place such barriers as necessary to protect the public.

(b) Any person who shall open any street, sidewalk or alley in the city for the purpose of putting down any service pipes, for the introduction of water, or for any other purpose shall, during the whole of every night, while such street, sidewalk or alley shall be open, fence in such excavation and provide lights to protect the public.

(Code 1974, § 7.12; Code 2001, § 22-12)

Sec. 22-13. Obstructing gutters.

No person shall obstruct the free passage of water in any gutter or any street or alley or within three feet therefrom or place any materials that are liable to be washed into any gutter by rain or melting snow or ice, except that the director of public works or the street superintendent may grant permission to contractors for their convenience to place temporary bridges over any gutter sufficient for the free passage thereunder of all drainage

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water.

(Code 1974, § 7.13; Code 2001, § 22-13; Ord. No. 15-01, § 6, 1-6-2015)

Sec. 22-14. Interfering with work ordered by city.

No person shall hinder or obstruct the making or repairing of any street, pavement or sidewalk by the city, or hinder or obstruct any person employed by the city in making or repairing any public improvement, or in any work ordered by the city.

(Code 1974, § 7.14; Code 2001, § 22-14)

Sec. 22-15. Construction of driveway approaches; curb cuts.

(a) In addition to obtaining a license under section 22-10, before a driveway or curb cut for a driveway is made, a permit therefore shall be obtained from the director of public works. The location of all driveway openings or approaches, otherwise known as curb cuts, on all driveways servicing any property in the city which abuts a state or county highway or abuts a city street having a traffic count of 3,500 or more vehicles per a 24-hour period, other than property used for single-family or two-family residence purposes, shall be first approved by the board of public works, upon the presentation of a complete plot plan by the owner or applicant to such board prior to issuance of a permit by the director of public works. Such permit shall apply only to those locations approved by the board. In addition to the requirements set forth above, all applications for curb cuts on any street, except in the case of single-family or two-family dwellings, shall be conditioned upon the approval of an off-street parking plan as required by section 14.51(13) of the city zoning provisions.

(b) It shall be the duty of the director of public works to enforce the provisions of this section, notifying all applicants for building permits of the requirements of this section, if applicable, and notifying the board of public works of any violation of this section.

(c) All driveway openings or approaches, otherwise known as curb cuts, shall be constructed in accordance with the following specifications and standards:

(1) *Construction standards.* Construction of all curb cuts shall be in accordance with standards on file in the office of the director of public works and entitled "Concrete Details." Such construction shall include the repair and/or replacement of the curb or curb and gutter when the same is damaged during the construction of the curb cut.

(2) *Culvert pipe required.* If it shall be necessary in the opinion of the street superintendent to place a culvert pipe under any driveway, when making any street improvement to grade, establishing ditches for drainage or requested by the abutting property owner, property owner shall place or cause to be placed a culvert of sufficient size to properly handle the flow of water. The culvert shall be corrugated metal pipe not to exceed by more than four feet the width of the driveway.

(3) *Charges.* The cost for the culvert and installation shall be charged to the abutting property owner served by the drainage in accordance with state statutes.

(4) *Change of location.* Whenever a property owner wishes to change the location of a private entrance or curb cut, property owner shall obtain a new permit for the relocation in accordance with this chapter, and as a condition of such permit, shall be required to close up any existing curb cuts or driveways no longer in use by replacing the curb.

(d) *Improvements to gravel driveway aprons.* Property owners shall be required to improve gravel driveway aprons located within the right-of-way, at their cost, to current driveway standards when such aprons are identified in conjunction with any of the following circumstances:

(1) The property is located within the limits of a street reconstruction project;

(2) The property is located within the limits of a street resurfacing project;

(3) The driveway is directly impacted by city utility projects;

(4) The city is replacing sidewalk adjacent to the driveway.

(Code 1974, § 7.15; Code 2001, § 22-15; Ord. No. 06-20, § 1, 7-5-2006; Ord. No. 13-07, § 1, 2-20-2013)

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Sec. 22-16. Vehicles damaging pavement.

It is unlawful for any person to propel, drive, drag or cause to be dropped or placed on any sidewalk or curb in the city any motor vehicle, tractor or any object that will harm or damage the sidewalk or curb.

(Code 1974, § 7.16; Code 2001, § 22-16)

Sec. 22-17. Foreign substances on roadway.

(a) No person shall place or allow to be placed upon the traveled portion of any street in the city any snow, ice debris, refuse or any objects or substances.

(b) No vehicle shall be operated or moved on any street unless such vehicle is so constructed and leveled as to prevent its contents from dropping, sifting, leaking or otherwise escaping therefrom.

(c) No vehicle shall operate on any street in the city which has mud or other substances which may become dislodged from its wheels, tracks or otherwise upon the street.

(d) If, due to a violation of this section, any substance is deposited upon a street, the city may have the same removed, and the violator shall be liable for all the costs in addition to any forfeiture imposed for the violation.

(Code 1974, § 7.17; Code 2001, § 22-17)

Sec. 22-18. Snow removal.

(a) *Sidewalks.* It shall be the duty of the owner of any parcel of real estate in the city abutting or bordering upon any street or other public place, to remove or cause to be removed all snow and ice from the sidewalk in front of or adjacent to such premises to the full paved width of such sidewalk, within 48 hours after such snow or ice shall have fallen or accumulated thereon. If adverse weather conditions should prevail beyond the 48-hour snow removal period, the director of public works shall have the authority to waive and/or extend such period to compensate for unusual or harsh weather conditions. Where footways or sidewalks have not been paved or duly established, snow and ice shall be removed to a width of not less than four feet from that portion of the street or way which is used in common as a footway.

(b) *Protecting of surface.* In case the snow and ice on the sidewalk shall be frozen so hard that it cannot be removed, the owner of every parcel of real estate shall within the time specified in this section cause the sidewalk abutting or adjacent to such premises to be strewn and to be kept strewn with sand or some other suitable material, and shall, as soon thereafter as the weather shall permit, thoroughly clean such sidewalk.

(c) *Railroad tracks.* No person shall throw, place or pile snow, ice or other impediment or obstruction to the running of cars upon the tracks of any railroad or within three feet of either rail.

(d) *Deposit on street.* No person shall remove any snow or ice from his or her premises, residence, parking lot, parking area, service station or business property onto any public right-of-way or property. Snow removed from public sidewalks shall not be stored in any manner which will obstruct or limit vehicular or pedestrian vision, movement or access.

(e) *Snow on roofs.* The owner of any building so located, abutting upon or near to any public street or place that snow or ice may fall from the roof thereon, into or upon such street or place, or upon the sidewalk, shall cause all snow and ice to be removed from such roof within 48 hours after the same shall have ceased falling or forming, or provide suitable guards so that the ice or snow shall not be discharged upon the street or sidewalk.

(f) *Snow removal by city.*

(1) The failure or neglect of any person to remove snow or ice from any such sidewalk or roof as provided in this section or causing the deposit of any snow or ice upon any public sidewalk, alley or street, shall constitute a public nuisance. In addition to any other penalty provided for violation of this subsection, the city may summarily remove any snow or ice so accumulated or deposited and cause the cost of such removal to be charged to the owner of the property from which such snow or ice has been removed.

(2) The director of public works shall, annually on or before November 1 of each year, compute the actual cost per linear foot for snow removal and report the same to the board of public works who shall establish a fee per linear foot for snow removal. The director of public works shall compute the fee per linear foot

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by considering, but not being limited to, costs for machinery, equipment, personnel, supplies and the fees for administration of the snow removal program and billing procedures incurred in this section.

(3) The director of public works shall also, annually on or before November 1 of each year, compute the cost per linear foot for the removal of compacted snow and ice and shall report the same to the board of public works who shall establish a fee per linear foot for compacted snow and ice removal. The director of public works shall use the same procedure as set forth above for making the determination for these costs.

(4) The clerk, upon receipt of notice from the department of public works that snow, or compacted snow and ice, have been removed from a parcel, shall promptly submit a statement for services rendered based upon the computations set forth above and shall, if such fee is not paid, cause the same to be levied against the property as a special tax.

(Code 1974, § 7.18; Code 2001, § 22-18; Ord. No. 13-17, § 15, 8-20-2013; Ord. No. 16-26, § 1, 11-15-2016)

Sec. 22-19. Street lighting.

(a) *Hearing.* A public hearing on the installation, removal and replacement of streetlights shall be held before the common council each year at a regular meeting in the month of August. The clerk shall publish a Class 1 notice of such hearing prior thereto in the official newspaper.

(b) *Request to be submitted.* Any request for the installing of new streetlights or removal, replacement or relocation of existing streetlights shall be made in writing, signed by the individual who makes such request, and filed with the director of public works who shall investigate the same and prepare a written report thereon. Such report shall be filed with the clerk and presented to the common council at the public hearing. The report of the director of public works shall make known the location of new lights or the relocation or removal of existing lights so that all interested persons may be fully advised.

(c) *Board recommendations.* The board of public works may also recommend installation, removal or replacement of necessary streetlights at any time, without required public hearing, if a traffic hazard exists or public safety so requires.

(d) *Provisions procedural.* The provisions of this section are procedural only and may be waived by unanimous consent of the common council.

(Code 1974, § 7.19; Code 2001, § 22-19)

Sec. 22-20. Curb mailbox regulations.

(a) All mailboxes required to be located adjacent to the curb line of city streets shall be constructed as follows:

(1) Mailbox posts shall be equivalent in strength to a 1 1/2-inch steel pipe or three-inch by three-inch wood or a three-inch round post.

(2) Mailbox posts shall be set back two feet from the face of the curb.

(3) The shelf of the mailbox shall be 38 inches to 42 inches in total height from the curb level.

(4) The fronts of the mailbox receptacle shall be set back eight inches to 12 inches from the face of the curb.

(b) The requirement for installation and use of curb-type mailboxes within the city shall be determined by the U.S. Postal Service according to their regulations, rules and procedures.

(Code 1974, § 7.20; Code 2001, § 22-20; Ord. No. 03-39, § 1, 12-16-2003)

Sec. 22-21. Terraces.

(a) *Generally.* The term "terrace," as used in this section, means all that portion of any public way, street or highway right-of-way that is not paved or surfaced for vehicular traffic, not including boulevards. Every owner of land in the city whose land abuts any terrace is required to maintain, or have maintained by its tenant, the terrace directly abutting such land as follows:

(1) If the terrace contains a sidewalk, the sidewalk shall be kept free and clear of snow and ice as required

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by section 22-18.

(2) All that part of the terrace not covered by a sidewalk shall be kept free and clear of all noxious weeds, as defined in section 94-3, and shall not be paved, surfaced, or covered with any material which shall prevent the growth of plants and shall be maintained as a lawn, except in areas specifically approved by the board of public works.

(b) *Violation; penalty.* Any person who violates any of the provisions of this section or any section referred to therein for which a specific penalty may not be provided shall forfeit and pay to the city a penalty as determined by resolution of the common council, together with the costs of prosecution for each offense, and each day during which any such violation continues shall be deemed a separate offense.

(Code 2001, § 22-21; Ord. No. 01-14, § 1, 9-18-2001; Ord. No. 14-20, § 1, 12-16-2014)

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Chapter 23

COAL TAR SEALANT PRODUCTS

Sec. 23-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Coal tar means a byproduct of the process used to refine coal. Coal tar contains high levels of polycyclic aromatic hydrocarbons (PAHs).

Coal tar sealant product means a pavement sealant product that contains coal tar, coal tar pitch, coal tar pitch volatiles, RT-12, Refined Tar or any variation assigned the Chemical Abstracts Service (CAS) numbers 65996-92-1, 65996-93-2, 65996-89-6, or 8007-45-2 or related substances.

High-PAH sealant product means any pavement sealant product that contains greater than 0.1 percent polycyclic aromatic hydrocarbons (PAHs) by weight, including, but not limited to, coal tar sealant products and sealant products containing steam-cracked petroleum residues, steam-cracked asphalt, pyrolysis fuel oil, heavy fuel oil, ethylene tar, or any variation of those substances assigned the Chemical Abstracts Service number 64742-90-1, 69013-21-4 or related substances.

Pavement sealant product or *sealcoat* means any substance that is typically applied on paved surfaces to protect the surfaces. This may include, but is not limited to, sealant products that are coal tar or asphalt based.

Polycyclic aromatic hydrocarbons (PAHs) means a group of organic chemicals that are formed during the incomplete combustion of coal, oil, gas, or other organic substances, are present at high levels in coal tar, and are known to be harmful to humans, fish, and other aquatic life.

Director means the director of public works or his or her designee.

(Code 2001, § 23-1; Ord. No. 20-21, § 1, 11-17-2020)

Sec. 23-2. Application and sale of coal tar or other high-PAH sealant products.

(a) No person shall apply any coal tar sealant product or high-PAH sealant product within the city.

(b) No person shall sell, offer to sell, or display for sale any coal tar sealant product or high-PAH sealant product within the city.

(c) No person shall allow a coal tar sealant product or other high-PAH sealant product to be applied upon property in the city that is under that person's ownership or control.

(d) No person shall contract with any commercial applicator, residential or commercial developer, or any other person for the application of any coal tar sealant product or high-PAH sealant product to any driveway, parking lot, or other surface within the city.

(e) No commercial applicator, residential or commercial developer, or other similar individual or organization shall direct any employee, independent contractor, volunteer, or other person to apply any coal tar sealant product or high-PAH sealant product to any driveway, parking lot, or other surface within the city.

(Code 2001, § 23-2; Ord. No. 20-21, § 1, 11-17-2020)

Sec. 23-3. Exemptions.

(a) The director may exempt a person from the requirements of section 23-2 if the person is conducting bona fide research concerning the effects of a coal tar sealant product or high-PAH sealant product on the environment; the use of the coal tar product or high-PAH sealant product is required for said research; and the director determines that said research will not cause significant contamination of the surrounding environment, including soils and aquatic ecosystems, and will not unduly endanger human health.

(b) The director of public works may exempt a person or commercial applicator from the requirements of

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section 23-2 if the person/applicator does not intend to and does not apply the sealant within the city. In addition to the imposition of any other penalties under this chapter, any exemption granted under this subsection shall terminate upon use of the sealant in the city.

(Code 2001, § 23-3; Ord. No. 20-21, § 1, 11-17-2020)

Sec. 23-4. Enforcement and penalties.

(a) Any person or entity that violates any provisions of section 23-2 by applying a coal tar sealant product or high-PAH sealant product at his or her residence may be subjected to forfeiture as determined by resolution of the common council. Each day that application is made shall constitute a separate offense.

(b) Any person or entity that violates any provisions of section 23-2 by applying, selling, offering to sell, or displaying any coal tar sealant product or high-PAH sealant product for commercial or commercial developer purposes may be subjected to forfeiture as determined by resolution of the common council. Each day that application is made shall constitute a separate offense.

(Code 2001, § 23-4; Ord. No. 20-21, § 1, 11-17-2020; Ord. No. 20-24, § 1, 12-15-2020)

~~**Sec. 23-5. Severability.**~~

~~If any section, paragraph, subdivision, clause, sentence or provision of this chapter is determined by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.~~

~~(Code 2001, § 23-5; Ord. No. 20-21, § 1, 11-17-2020)~~

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Chapters 24--25

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Chapter 26

WATER AND SEWER SERVICE

Sec. 26-1. Management of water utility.

(a) Pursuant to the provisions of Wis. Stats. § 66.0805~~66.068(7)~~, the city water utility shall be operated and managed by the board of public works under direct supervision of the director of public works. The board's management of such utility is under the general control and supervision of the common council.

(b) The board of public works shall have the general powers and duties in its operation and management of such utility, as provided by law; and shall adopt such rules and regulations for the management of such utility as such board deems necessary.

(Code 1974, § 8.01; Code 2001, § 26-1)

Sec. 26-2. Water main installations.

(a) Upon the installing of any water mains in any street, service lines shall also be installed.

(b) Before a street is improved by the installing of curb and gutter or permanent surfacing, water service lines shall be installed.

(c) A building site shall consist of a lot or a parcel of property, which in the opinion of the director of public works/city engineer or his or her designee is an approved building site. The location of the service line shall be determined by the director of public works/city engineer or his or her designee.

(d) Upon the installation of a service line, the public works department shall be advised of the location of the service line, and the department of public works shall keep a permanent record of the installation.

(e) The water utility shall cause the property owner benefited by the installation to be billed, if the address of the property owner is known, and the property owner shall pay the charges of the installation within 30 days after the date of the sending of the bill. If the charges are not paid within 30 days, the charges shall become a special assessment against the property benefited, shall be extended on the tax roll and collected as a special assessment, the same as for the installation of water mains.

(f) For the property benefited by the installation of the water service line there shall be no tapping charge when a connection is made to the service line.

(Code 1974, § 8.02; Code 2001, § 26-2; Ord. No. 13-17, § 15, 8-20-2013)

Sec. 26-3. Water main extensions; assessment.

Assessment for the extension of a water main shall be as provided in section 13-7.

(Code 1974, § 8.03; Code 2001, § 26-3; Ord. No. 13-17, § 7, 8-20-2013)

Sec. 26-4. Sanitary and storm sewer main extensions.

All new storm sewer and sanitary sewer main extensions within the city may be chargeable to benefited property by means of a special assessment to be levied upon the benefited property as determined by the common council pursuant to the procedures set forth in Wis. Stats. § 66.0703. Service lines (laterals) shall be installed at the time the storm sewer and sanitary sewer main extensions are installed for each building site, and such property may be assessed for benefits derived from such installation as determined by the common council in accordance with section 13-7.

(Code 2001, § 26-4; Ord. No. 14-12, § 2, 9-16-2014)

Sec. 26-5. Storm drainage.

(a) *Clear water.* Clear water shall include water from roof drains, surface drains, foundation water drains, cistern overflows, refrigerator cooling waters and water from air conditioning equipment.

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(b) *Discharge to sanitary sewers.* No person shall discharge any clear water by means of sump pump or roof drains into any sanitary sewer, and no person shall permit rainwater or surface water to drain directly into any sanitary sewer.

(c) *Discharge to storm sewer.* All clear water shall discharge directly into a storm sewer where such sewer is available, and the director of public works may direct such connection if he or she deems it necessary and in the public interest.

(1) *Permit required.* No person shall open any street, alley or other public place for the purpose of connecting to a storm sewer or other terminal without first obtaining from the director of public works a written permit to open such street, alley or public place.

(2) *Inspection.* Any person receiving a permit to connect to a storm sewer shall notify the street superintendent whenever the work is ready for inspection. All work shall be left uncovered until examined and approved by him or her.

(d) *Discharge to public streets.* No person shall discharge any clear water directly into a public street or alley from November 1 to March 31, inclusive. No person shall discharge any clear water directly into a public street or alley from April 1 to October 31, inclusive, without first obtaining from the director of public works, a written permit to do so.

(e) *Discharge onto sidewalks.* No person shall permit the drainage of water directly onto any sidewalk or other public area.

(f) *Other discharges.* Where a storm sewer is not available, the discharge of clear water shall be either:

(1) Into an underground conduit leading into a drainage ditch or dry well;

(2) Onto the ground surface at least one foot from the building foundation and directed toward the front or rear lot line.

Such discharge shall not be directed so as to flow on adjacent property nor shall the discharge be allowed to accumulate and create ponds of standing water or other public nuisance. Nothing contained in this subsection shall act to relieve a person from complying with the other provisions of this section.

(a) *Correction; penalty.* Any person who is the owner of any building or land wherein there is a violation of the provisions of this section, shall cause the violation to be corrected within a maximum of 60 days after being notified in writing by the director of public works or sewer inspector, whose duty it shall be to enforce this section. Any person who shall thereafter continue to violate the provisions of this section shall be subject to the forfeiture provided for violation of this chapter. Nothing in this section shall preclude the city from maintaining any other appropriate action to prevent or remove a violation of this section.

(Code 1974, § 8.09; Code 2001, § 26-5; Ord. No. 13-17, §§ 13, 14, 8-20-2013)

Sec. 26-6. Storm sewer and service line (lateral) installation.

(a) *New construction.*

(1) *Installation.* Storm sewer main and lateral installation to each lot of record shall be constructed at the time of initial road improvements. The location of the lateral shall be as determined by the city engineer or designee.

(2) *Costs of installation.* The costs of such storm sewer main and lateral installation shall be paid for as provided in section 13-6.

(b) *Street reconstruction.*

(1) *Installation.* Storm sewer main and lateral installation to each lot of record shall be constructed at the time of street reconstruction in those streets which do not have storm sewer service. The location of the lateral installation shall be as determined by the city engineer or designee.

(2) *Costs of installation.* The costs of such storm sewer main and lateral installation shall be paid for as provided in section 13-6.

(c) *Street resurfacing.*

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(1) *Installation.* Storm sewer main and lateral installation to each lot of record shall be constructed during street resurfacing improvements when:

a. Requested by a property owner along the street to be resurfaced; or

b. When ordered by the director of public works to address drainage issues.

The location of the lateral installation shall be as determined by the city engineer or designee.

(2) *Costs of installation.* The costs of such storm sewer main and lateral installation shall be paid for as provided in section 13-6.

(d) *Without other construction.*

(1) *Installation.* The term "mini-storm sewer" means a storm sewer main of a smaller diameter than the traditional storm sewer main, intended to provide drainage for sump pumps and backyard drains and laterals. Mini storm sewers may be installed behind the curb line when:

a. Requested by a property owner to address storm drainage issues; or

b. When ordered by the director of public works to address drainage issues.

The extent of a mini-storm sewer shall be determined by the city engineer or designee based upon the drainage needs of the immediate vicinity.

(2) *Costs of installation.* The costs of such mini-storm sewer and lateral installation shall be paid for as provided in section 13-6.

(Code 2001, § 26-5.5; Ord. No. 14-12, § 3, 9-16-2014)

Sec. 26-7. Sump pump installation.

(a) *Installation required; discharge regulated.* The installation of sump pumps shall be required in all residential, commercial and industrial buildings constructed after July 17, 1973. The effluent from all sump pumps installed pursuant hereto shall be discharged directly into the storm sewer where such sewer is available or can be made available.

(b) *Permits required; inspection.* Any person applying for the plumbing permit under this chapter shall certify to the issuing officer or department that a sump pump shall be installed within such building and shall submit plans and specifications relating to the connection of such pump to the storm sewer. The plumbing inspector or other officer, prior to issuing any permits, shall review and approve such plans and specifications. Any installation and connection hereunder shall be performed in such a manner as to allow for inspection by the plumbing inspector.

(Code 1974, § 8.10; Code 2001, § 26-6)

Sec. 26-8. Sewer inspector.

(a) *Qualifications.* There is hereby created an office of sewer inspector. The person chosen to fill the office of sewer inspector shall be well versed in the regulations of the city relating to storm drainage as set forth in sections 26-5 and 26-6.

(b) *Method of appointment.* The sewer inspector shall be appointed by the mayor, subject to confirmation by the common council.

(c) *Duties.* It shall be the duty of the sewer inspector to enforce the provisions of sections 26-5 and 26-6. The sewer inspector shall periodically submit to the board of public works a report on the results of his or her inspections and the status of compliance with the provisions of sections 26-5 and 26-6. In addition, the sewer inspector shall advise and assist the director of public works and his or her assistants in the discovery and solution of drainage and sewer related problems in the city.

(d) *Authority.* The sewer inspector, in the discharge of his or her duties, shall have the right to enter upon any property and have free and unobstructed access to any building or premises, or its part, during reasonable hours. He or she is hereby authorized and empowered to issue any order in the best interest of the general public to enforce compliance with sections 26-5 and 26-6, to reinspect, as provided, to determine such compliance, to issue citations for noncompliance and to commence appropriate actions to enforce the penalties provided.

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(Code 1974, § 8.11; Code 2001, § 26-7; Ord. No. 13-17, §§ 13, 15, 8-20-2013)

Sec. 26-9. Water use restricted; emergency shortage; declaring bans.

(a) When the director of public works/city engineer shall advise the mayor in writing that the water supply of the city's water utility is being depleted and that normal levels of supply are not foreseen, or that a situation exists with respect to the city's water supply system requiring curtailed water use, the mayor may declare a water shortage emergency in the city and direct a ban on the use of water supplied by such facility for nonessential uses, including, but not limited to, the watering of lawns, gardens, shrubbery and other domestic plant life.

(b) The mayor may use discretion in determining the extent of the restrictions based upon the seriousness of the supply depletion or system problem and may direct a ban between specific dates or between the hours of 7:00 a.m. and 7:00 p.m.; may direct an alternating ban based on odd/even days of the month and property addresses; or may direct a ban composed of combinations of the foregoing restrictions. Any ban so imposed by the mayor shall remain in effect until such time as the mayor is advised that water supplies are sufficient to allow for cessation of such ban, whereupon the mayor shall direct that the ban is ceased.

(c) If the mayor declines to direct the cessation of such ban after having been advised by the water utility, in writing, that the cause for such ban no longer exists, the common council may consider the matter at any meeting upon the request of any member and may, by resolution, declare the cessation of such ban.

(Code 1974, § 8.12; Code 2001, § 26-8)

Sec. 26-10. Connection to sewer and water system required.

Pursuant to the provisions of Wis. Stats. § 281.45, to ensure preservation of public health, comfort and safety, any person owning property upon which buildings are used for human habitation and where such property is located adjacent to an installed sewer and water main, or in a block through which one or both of these systems extend, shall connect to such sewer or water main within the time given in such official notice to connect from the city. If such person fails or neglects to connect as required in such notice within the time prescribed, the city may cause such connection to be made and the expense of such connection assessed as a special tax against the property. Furthermore, failure of the owner of such property to connect or cause the connection to be made as required may also subject such person to a municipal forfeiture of not less than $10.00 nor more than $1,000.00 for each act of violation and each day upon which any such violation occurs shall constitute a separate offense.

(1) *Connection to sewer and water required.* Connections to the sewer and water system shall be made contemporaneous with one another provided both sewer and water service are located pursuant to the above provision.

(2) *Excavation permit required*. No person shall open any street, alley or other public place for the purpose of connection to a sewer or water main without first obtaining from the director of public works or authorized agent a permit to open such street, alley or public place. The cost for such excavation permit shall be as provided at section 22-11. Prior to issuance of such excavation permit, the applicant shall arrange for an inspection and connection to the water main by the water superintendent or designee.

(3) *Connection permit required.* No person shall make any attachment or extension of a lateral to any building without first obtaining a lateral connection permit as provided at section 66-9.

(4) *Qualified applicant.* The permits referred to in this section shall only be granted upon application by a licensed and bonded plumber authorized by the agent or owner of the premises desiring to make such connection, extension, or alteration. The applicant shall state the name of the owner and that the applicant and owner will be bound by, and subject to, the rules and regulations prescribed in this chapter, chapter 66, and any other applicable municipal or state regulation. Applications under this section shall give the exact location of the premises, the purpose of the connection, the time the work is to be done, and all other particulars reasonably required by the director of public works or designee in relation thereto.

(Code 1974, § 8.14; Code 2001, § 26-9; Ord. No. 06-06, § 1, 4-5-2006)

Sec. 26-11. Water utility rules and regulations adopted.

The rules and regulations of the water utility as approved by the state public service commission in Order

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Number 1610WR-1, for services rendered on and after March 3, 1980, are incorporated by reference and made a part of this chapter as though fully set forth in this section. A copy of such rules and regulations shall be filed with the city clerk.

(Code 1974, § 8.15; Code 2001, § 26-10)

Sec. 26-12. Interconnections and cross connections.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Cross connection means any physical connection or arrangement between two otherwise separate systems, one of which contains potable water from the city water system, and the other, water from a private source, water of unknown or questionable safety, or steam, gases or chemicals, whereby there may be a flow from one system to the other, the direction of flow depending on the pressure differential between the two systems.

(b) *Prohibitions; exceptions.* No person shall establish or permit to be established or maintain or permit to be maintained any cross connection. No interconnection shall be established whereby potable water from a private, auxiliary or emergency water supply other than the regular public water supply of the city may enter the supply or distribution system of such municipality, unless such private, auxiliary or emergency water supply and the method of connection and use of such supply shall have been approved by the board of public works and by the state department of natural resources in accordance with Wis. Admin. Code NR § 811.

(c) *Inspections.*

(1) It shall be the duty of the city water utility to cause inspections to be made of all properties served by the public water system where cross connections with the public water system is deemed possible. The frequency of inspections and reinspection based on potential health hazards involved shall be as established by such utility and as approved by the state department of natural resources.

(2) Upon presentation of credentials, the representative of the city water utility shall have the right to request entry at any reasonable time to examine any property served by a connection to the public water system of the city for cross connections. On request, the owner, lessee or occupant of any property so served shall furnish to the inspection agency any pertinent information regarding the piping systems on such property.

(d) *Discontinuation of service.*

(1) The city water utility is hereby authorized and directed to discontinue water service to any property wherein any connection in violation of this chapter exists, and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water system. Water service shall be discontinued only after reasonable notice and opportunity for hearing before the board of public works except as provided in subsection (d)(2) of this section. Water service to such property shall not be restored until the cross connection has been eliminated in compliance with the provisions of this chapter.

(2) If it is determined by the city water utility that a cross connection or an emergency endangers public health, safety or welfare and requires immediate action, and a written finding to that effect is filed with the clerk and delivered to the customer's premises, service may be immediately discontinued. The customer shall have an opportunity for hearing before the board of public works within ten days of such emergency discontinuance.

(e) *Other regulations not affected.* This chapter does not supersede the state plumbing code or chapter 66 but is supplementary to them.

(Code 1974, § 8.16; Code 2001, § 26-11)

Sec. 26-13. Private well regulation.

(a) *Purpose.* The common council finds and determines that private wells are a known pathway for the entrance of contaminants into groundwater aquifers, which aquifers also supply the municipal water system. It is further determined that cross connecting of private wells and municipal water sources may lead to such contamination. Contamination of the city's water supply would severely and adversely affect the health, safety and

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general welfare of city residents, particularly since contamination once introduced is extremely difficult to correct. Therefore, it is necessary and in the public interest that all wells within the corporate limits of the city, whether existing or hereafter installed, shall be effectively monitored and regulated in regard to their creation, operation and abandonment as set forth in this section.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Municipal water system means the system owned and operated by the city water utility for the provision to the public of piped water for human consumption.

Noncomplying means a well or pump installation which does not comply with the provisions of Wis. Admin. Code NR ch. 112, in effect at the time the well was constructed, a contamination source was discovered, the pump was installed, or work was done on either the well or pump installation.

Pump installation means the pump and related equipment used for withdrawing water from a well, including discharge piping, ground connection, pitless adapters, pressure tanks, pits, sampling faucets and well seals or caps.

Unsafe means a well or pump installation which produces water which is bacteriologically contaminated or contaminated with substances exceeding the standards of Wis. Admin. Code NR chs. 809 or 140, or for which a health advisory has been issued by the state department of natural resources.

Unused means a well or pump installation which is not in use or does not have a functional pumping system.

Well means an excavation or opening into the ground made by digging, boring, drilling, driving or other methods for the purpose of obtaining groundwater for consumption or other use.

Well abandonment means the filling and sealing of a well in accordance with the provisions of Wis. Admin. Code NR ch. 112.

(c) *Registration of wells.* No new wells shall be constructed and installed nor shall any existing well be maintained unless the wells are registered with the water utility by the owner of the property upon which the wells are located, and unless all such wells are in complete compliance with the requirements with the provisions of this section, section 26-11, and the provisions of Wis. Admin. Code NR ch. 112. The registration form shall require, at a minimum, the following information:

(1) Specific location.

(2) Age of well.

(3) Depth of well.

(4) Width of well.

(5) Type of casing.

(6) Intended use.

(d) *Permit required.* No well shall be constructed, installed or maintained unless a permit is issued by the water utility upon registration as required in subsection (c) of this section. Prior to issuance of the permit, the owner, upon the direction and supervision of the water utility, shall comply with the requirements of this section. If the water utility determines that the well conforms with the provisions of this section, a permit not to exceed five years shall be issued. Such permit may be subject to renewal at the request of any owner of such well only upon submitting information verifying that the conditions of this section are met. Permit applications and renewals shall be made on forms provided by the water utility. In order to permit a well to be constructed, installed or maintained, or for any such permit to be renewed, the water utility must be satisfied of the following requirements:

(1) The well construction and pump installation meet or are ungraded to meet the requirements of Wis. Admin. Code NR ch. 112.

(2) The well construction and pump installation have a history of producing bacteriologically safe water as evidenced by at least two samplings taken a minimum of two weeks apart. No exception to this condition may be made for unsafe wells unless the state department of natural resources approves in writing the continued use of the well.

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(3) There are no cross connections between the well and the pump installation and the municipal water system.

(4) The proposed use of the well and pump installation is reasonably justified in addition to other water provided by the municipal water system.

(e) *Permit fee.* Every person requesting a well permit shall pay a fee as determined by resolution of the common council.

(f) *Additional conditions of permit.* The right to construct, install and maintain a well as authorized by permit under this section shall be expressly conditioned upon the owners and successors in interest complying with the following:

(1) The owner shall permit the water utility or its designee access to the well for inspection and testing at any time during normal working hours.

(2) No repair or modification of any well may be performed unless prior notification is given to the water utility and the plan and resulting construction is reviewed and inspected by such utility.

(3) The city shall have the right to sample the water after completion of any such repairs or modification. Such sampling shall be at the owner's cost and may either be done by the city or by the owner at the city's direction.

(4) The city shall have the right to randomly test or to direct the owner to test the well not more than two times in any six-month period. The city may require additional testing if there is reason to believe some contamination may be present or that the results of previous tests may be invalid.

(5) The cost of any testing and sampling as provided in this section shall be paid by the owner upon invoice by the city.

(6) A permit issued in accordance with the provisions of this section shall be revoked by the water superintendent upon notice to the permittee that any of the following have occurred:

a. The owner of the well has refused access to a well for testing or has failed to follow a direction or order of the water utility in regard to testing or sampling.

b. The owner of any well has neglected to pay for any tests authorized with 30 days of billing or invoice.

c. Any test results demonstrate well contamination and do not meet reasonable health standards or are in violation of any state or municipal ordinance dealing with well operation.

d. The parties aggrieved by permit revocation may appeal the initial decision of the water superintendent to the board of public works by filing a written petition for review with the city clerk.

(g) *Well abandonment.* Upon revocation of a well permit in accordance with this section or upon voluntary determination to abandon the use of any well previously permitted hereunder, all wells under the jurisdiction of this section shall be abandoned in accordance with the procedures of Wis. Admin. Code NR ch. 112. All debris, pump, piping, unsealed liners, and other obstructions which may interfere with this sealing operations shall be removed prior to abandonment. The owner of the well or the owner's agent shall notify the water utility superintendent at least 48 hours prior to commencement of any well abandonment activities. The abandonment of the well shall be observed by the water utility superintendent and an abandonment report form, supplied by the state department of natural resources, shall be submitted by the well owner to the water utility and the state department of natural resources within ten days of the completion of the well abandonment.

(h) *Abandonment of unused or previously abandoned wells.* It shall be the responsibility of the landowner of any real property upon which a well is located to see to it that all wells located on the owner's property have been properly abandoned in accordance with the procedures of Wis. Admin. Code NR ch. 112, regardless of whether such owner has used such well. Upon discovery of any unused or previously abandoned well, the owner shall notify the water utility and comply, insofar as is practicable, with the procedures of subsection (g) of this section. In the case of a previously abandoned well, if the owner can produce proof of compliance with state well abandonment

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requirements to the satisfaction of the utilities manager/engineer, compliance with this section may be deemed unnecessary. Such determination shall be at the discretion of the utilities manager/engineer upon considering the present and future possibility of groundwater contamination at the well site.

(i) *Failure to properly abandon well public nuisance.* Failure to abandon any well after revocation of a permit to follow the provisions of Wis. Admin. Code NR ch. 112, in abandoning such well is hereby deemed a public nuisance, and the city may cause such well to be property abandoned and may assess the cost against the owner of the affected property and collect it as a special tax.

(j) *Penalty.* In addition to any and all other costs which may be incurred by property owner under the provisions of this section, any person who violates any provision of this section shall pay a forfeiture of not less than $100.00 nor more than $500.00. From the time of written notice of such violation, each day of continuing violation of any provision of this section shall be considered a separate violation for the purposes of imposing forfeitures stated in this subsection.

(Code 1974, § 8.17; Code 2001, § 26-12; Ord. No. 14-20, § 2, 12-16-2014)

Sec. 26-14. Water supply development charge created.

(a) *Introduction and purpose.* The purpose of this section is to establish a mechanism to recover the development costs imposed on the city by the water authority. The water authority charges the city for new connections to the city's water system in areas outside the city's boundaries as they existed on December 1, 2003. The purpose of this section is to pass those charges on to the property owner seeking the new connection since that property owner is directly responsible for the costs imposed on the city by the water authority.

(b) *Permit.* Each person, corporation, partnership, public agency, or other entity (hereinafter referred to as a water user) shall obtain a permit from the city before installing a new water meter. The city shall determine the size of the water meter necessary or appropriate to provide service to the water user.

(c) *Charge; generally.* If the new water meter is for a new connection to the city's water system in an area that was annexed or added to the city's boundaries since December 1, 2003, the water user who obtains a permit under subsection (b) of this section shall pay a water supply development charge to the city at the time of the application for the permit. Such water supply development charge shall be calculated as set forth in subsection (d) of this section and shall equal the charge imposed by the water authority on the city.

(d) *Schedule of charges.* The amount of the water supply development charge shall be based upon the size of the meter to be installed. The water supply development charge shall equal $50.00 multiplied by a factor determined by the size of meter to be installed, with a maximum charge of $260.00 per meter. The size of the meter, the appropriate factor, and the resulting water supply development charge is set forth on the following table:

Meter Size (inches)	*Factor*	*Water Supply Development Charge*
Under 1	1.0	$50.00
1	1.6	$80.00
1.5	3.0	$150.00
2 or greater	5.2	$260.00

(e) *Responsibility for payment of charges.* All required water supply development charges shall be paid in full prior to issuance of a permit under subsection (b) of this section. Payment of the water supply development charge is the responsibility of the property owner of record at the time a permit under subsection (b) of this section is requested.

(f) *Collection of charges.* Water supply development charges paid to and collected by the city shall be placed in a segregated, interest-bearing account, the water supply development charge account. Such funds shall be accounted for separately from other of the city's general and utility funds.

(g) *Payment of charges to water authority.* All funds, excluding interest, accumulated in the water supply

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development charge account established by the city shall be turned over to the water authority semi-annually on dates established by the water authority. The water authority shall use the funds to reduce the fixed costs of the water authority. Any interest income earned by the monies in the water supply development charge account need not be turned over to the water authority but may be used by the city to help pay administrative costs of implementing this section.

(h) *Waiver.* the city may waive the collection of a water supply development charge from any property owner if the city itself agrees to be responsible for the payment of such charge.

(Code 2001, § 26-14; Ord. No. 05-03, § 1, 1-18-2005)

Sec. 26-15. Water conservation.

(a) *Introduction and purpose.* This section is enacted in cooperation with the Central Brown County water authority (water authority) and its member communities, Allouez, Bellevue, De Pere, Howard, Town of Lawrence, and Ledgeview Sanitary District No. 2, to support the implementation of a water conservation and management plan. The goal of this conservation and management plan is to preserve the water resources of the region and to extend the value and life of the infrastructure assets used in supplying water, without jeopardizing public health, safety and welfare.

(b) *Public education.* The city shall at least once a year provide to its customers information regarding water conservation methods. Information may be provided by community newsletter, local newspaper, radio, television, new homeowners and business information packets, or information provided to students and teachers through school newsletters. The information provided shall include:

(1) Information on water consumption and use by customers;

(2) Tips on water conservation;

(3) Recommended lawn length and mowing practices;

(4) Recommended lawn care water amounts;

(5) Information on use of automatic sprinkler systems;

(6) When to water for best results;

(7) Information on flow control on hoses;

(8) Information on the impact of water usage on the environment and public water systems;

(9) Information on in-house water fixture reductions (i.e., showerhead, reduced toilet flush, laundry etc.); and

(10) Information on the impact to the public if conservation methods are not used. This information may be provided in conjunction with the water authority and other water authority members.

(c) *Determination of water shortage.* A water shortage shall be deemed to exist when the water authority advises the city and the other member communities that the water authority may not be able to supply sufficient potable water to meet the current or expected level of customer demand due to conditions not under their control. The water authority shall declare a Stage I water shortage if extreme dry weather conditions require moderate water conservation. The water authority shall declare a Stage II water shortage if continuing extreme dry weather conditions require a high level of water conservation. The water authority may also declare a Stage I or Stage II water shortage if any other circumstances, including service losses caused by equipment failure, human error, weather, or other natural disaster, constrains the water authority's water supply to less than the current level of customer demand.

(d) *Declaration of water shortage.* In the event of a water shortage as determined in subsection (c) of this section, the water authority shall issue a public declaration of the water shortage. Upon such declaration, the city shall place in effect the restrictive provisions hereinafter authorized. The city shall inform the public about the water use restrictions and the reasons for those restrictions. Information shall be provided in the same manner as set forth in subsection (b) of this section.

(e) *Mandatory conservation during Stage I water shortage.*

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(1) Except as provided below, in the event the water authority declares a Stage I water shortage, it is unlawful for any person, firm, or corporation to use or permit the use of potable water within the city for any of the purposes hereinafter set forth until the water authority, by public declaration, has declared the Stage I water shortage to be lifted.

(2) Exception. Watering of lawns is restricted to the following: House numbers ending in an even number may water on even numbered days of the month. House numbers ending in an odd number may water on the odd days of the month. However, all watering must be done between the hours of 6:00 p.m. to 12:00 midnight. Watering of trees, shrubs and flowers may be done at any time using a handheld hose.

(f) *Mandatory conservation during stage II water shortage.* In the event the water authority declares a Stage II water shortage, it is unlawful for any person, firm, or corporation to use or permit the use of potable water within the city for any of the purposes hereinafter set forth until the water authority, by public proclamation, has declared the Stage II water shortage to be lifted. No outside use of water is allowed. Outside use refers to, but is not limited to, the following:

(1) No watering of lawn, flowers or shrubs; and

(2) No washing of vehicles, recreational equipment, driveways, decks, porches or structures.

(g) *Penalties.* Any person who violates this chapter or any provision thereof shall be subject to a forfeiture as determined by resolution of the council, plus costs, fees, assessments and penalties as required by law. Each act of violation and every day upon which a violation occurs or continues constitutes a separate offense.

(Code 2001, § 26-15; Ord. No. 05-05, § 1, 2-1-2005; Ord. No. 14-20, § 1, 12-16-2014)

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Chapter 27

STORMWATER UTILITY

Sec. 27-1. Creation.

There is established a city stormwater utility. The operation of the stormwater utility is under the supervision of the common council. The director of public works shall be in charge of the day-to-day operation of the stormwater utility.

(Code 2001, § 27-1; Ord. No. 05-33, § 2, 8-16-2005)

Sec. 27-2. Authority.

The city may acquire, construct, lease, own, operate, maintain, extend, expand, replace, clean, dredge, repair, conduct, manage and finance such facilities as are deemed by the city to be proper and reasonably necessary for its stormwater utility. Such facilities may include, without limitation by enumeration, surface and underground drainage facilities, sewers, watercourses, retaining walls and ponds and such other facilities as will support a stormwater management system.

(Code 2001, § 27-2; Ord. No. 05-33, § 2, 8-16-2005)

Sec. 27-3. Definitions.

Words in this chapter that are not defined in this section shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary. The following words and phrases when used in this chapter shall have the meanings respectively ascribed to them in this section, except where the context otherwise requires.

Duplex structure means any residential space intended for one dwelling unit attached to only one other dwelling unit or as classified by the city building and zoning codes.

Dwelling unit means that part of a residential building intended for occupancy by a single-family unit or as classified by the city building and zoning codes.

Equivalent runoff unit (ERU) means the statistical average horizontal impervious area of single-family structures within the city on the date of adoption of the ordinance from which this chapter is derived. The horizontal impervious area includes, but is not limited to, all areas covered by structures, roof extensions, patios, porches, driveways and sidewalks.

Impervious area or *impervious surface* means a horizontal surface that has been compacted or covered with a layer of material so that it is highly resistant to infiltration by rainwater, including, but not limited to, semi-impervious surfaces, such as compacted clay or gravel, as well as streets, roofs, sidewalks, parking lots and other similar surfaces.

Multifamily structure means any structure comprised of three or more dwelling units.

Nonresidential property means any developed lot or parcel not exclusively residential as defined herein, including, but not limited to, transient rentals (such as hotels and motels), commercial, industrial, institutional, governmental property and parking lots.

Platted undeveloped property means property which has been subdivided by subdivision or certified survey map but has not had a building, structure, or impervious surface placed on the property.

Residential property means any lot or parcel developed exclusively for residential purposes, including, but not limited to, single-family homes, manufactured homes, duplexes, multifamily apartments, residential condominiums and townhouse living units.

Single-family structure means a single-family home intended for occupancy by a single family unit and as identified in the city's building and zoning codes.

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Undeveloped property means that which has not been altered from its natural state by the addition of any improvements such as a building, structure, impervious surface, change of grade or landscaping. For new construction, a property shall be considered developed pursuant to this chapter:

(1) Upon issuance of a certificate of occupancy, or upon completion of construction or final inspection if no such certificate is issued; or

(2) Where construction is at least 50 percent complete and construction is halted for a period of three months.

Unplatted undeveloped property means property which has not been subdivided by subdivision or certified survey map and has not been altered from its nature state by the addition of a building, structure, impervious surface, change of grade or landscaping.

(Code 2001, § 27-3; Ord. No. 05-33, § 2, 8-16-2005)

Sec. 27-4. Connection.

Property owners shall be required to connect to any stormwater conveyance system as required pursuant to section 26-5.

(Code 2001, § 27-4; Ord. No. 05-33, § 2, 8-16-2005)

Sec. 27-5. Rates and charges.

(a) By this chapter, the common council establishes that a rate charge shall be imposed upon all real property within the city for services and facilities provided by the stormwater utility. The actual rate to be imposed, the establishment of formula for calculations of the charges, the establishment of specific customer classifications and any future changes in those rates, formulas, rate charges, and customer classifications shall be as determined by resolution of the common council. All rates established pursuant to this chapter shall be kept on file by the city clerk.

(b) Rate charges may include:

(1) *Base charge (BC).* A base charge may be imposed on all property in the city. The BC shall reflect the fact that all properties contribute in some way to the stormwater discharge that must be managed by the city and that all properties benefit from stormwater management activities of the city. The BC shall be sufficient to cover administrative costs of the stormwater utility and that portion of capital costs which are covered by special assessment. The BC may be based on parcel size.

(2) *Equivalent runoff unit charge (ERU charge).* An ERU charge may be imposed on all property in the city. The formula for the ERU charge shall reflect that of a typical single-family unit. Other units of property will be charged multiples of the ERU based on the impervious area contributing to surface water runoff.

a. The average square footage of impervious area of ERU is established to be equivalent to 3,861 square feet.

b. The charge imposed for single-family structure shall be the rate for one ERU.

c. The charge imposed for duplex residential properties shall be the rate of 0.7 of one ERU for each individual dwelling unit existing on the property. (ERU rate multiplied by the number of dwelling units.)

d. The charge imposed for residential - multifamily unit properties shall be the rate of one-half of one ERU for each individual dwelling unit existing on the property. (ERU rate multiplied by the number of dwelling units.)

e. The charge imposed for residential - condominium unit properties shall be the rate of 0.7 of one ERU for each individual dwelling unit existing on the property. (ERU rate multiplied by the number of dwelling units.)

f. The charge imposed for nonresidential properties as defined herein shall be the rate of one ERU, multiplied by the numerical factor obtained by dividing the total impervious area of a nonresidential property by the square footage of one ERU. The factor shall be rounded down to the nearest one-tenth, i.e.,

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ERU rate X impervious area

ERU

g. The charges imposed for platted undeveloped properties as defined herein shall be the rate of one-half of one ERU per lot.

h. The charges imposed for unplatted undeveloped properties as defined herein shall be the rate of one-half of one ERU per acre where such property discharges stormwater into stormwater facilities constructed, financed or maintained by the stormwater utility. There shall be no charge for unplatted, undeveloped properties which do not discharge stormwater into facilities constructed, financed or maintained by the stormwater utility.

i. The director of public works shall be responsible for determining the impervious area based on the best available information, including, but not limited to, data supplied by the city assessor, aerial photography, the property owner, tenant or developer. The director of public works may require additional information as necessary to make the determination.

j. The minimum charges for any nonresidential parcel shall be equal to the rate for one ERU.

k. All unoccupied developed lots and parcels shall be subject to the stormwater utility charges.

(3) Credit. The common council may provide for a credit or system of credits against charges for facilities installed and maintained by property owner for the purpose of limiting stormwater flow from the subject property.

(c) The city's finance department shall take all steps necessary to invoice all charges and collect all stormwater utility payments for the city stormwater utility.

(d) Stormwater utility charges shall be allocated to the property served and included on the property tax bill for such property. Billings for stormwater utility charges shall be mailed to owners of record for tax-exempt property.

(e) Stormwater utility charges shall not be payable in installments. If stormwater utility charges remain unpaid for a period of 20 days from the date the first installment of tax payment is due, such bill shall become a delinquent special charge and shall become a lien as provided in Wis. Stats. § 66.0627(4). Said charges shall automatically be extended upon the current or next tax roll as a delinquent tax against the property, and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charges. Unpaid charges shall be assessed a three percent late payment charge to bills not paid within 20 days of last date of tax payment.

(f) All delinquent special charges shall be subject to a ten percent penalty in addition to all other charges and prior penalties or interest when the delinquent special charge is extended upon the tax roll.

(Code 2001, § 27-5; Ord. No. 05-33, § 2, 8-16-2005)

Sec. 27-6. Customer classification.

(a) For the purposes of imposing the stormwater utility charges, all lots and parcel within the city are initially classified into the following seven customer classes:

(1) Residential - Single-family;

(2) Residential - Duplex;

(3) Residential - Multifamily units;

(4) Residential - Condominium;

(5) Nonresidential;

(6) Agricultural;

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(7) Undeveloped.

The council may, by resolution, amend, alter or otherwise reclassify such customer class as are likely to provide fair distribution of the costs of the stormwater utility.

(a) The director of public works shall prepare a list of lots and parcels within the city and assign such appropriate classification to each lot or parcel.

(Code 2001, § 27-6; Ord. No. 05-33, § 2, 8-16-2005)

Sec. 27-7. New construction.

(a) Except for single-family structures, a property owner shall be responsible for submitting a stormwater utility service application at the time a building permit application is submitted or a site plan review is conducted, whichever occurs sooner. The application shall be made on a form prescribed by the city and provided with each application for a building permit or application for site plan review. No building permit shall be issued until such application is submitted and approved by the director of public works.

(b) The property owner shall be liable for all stormwater charges attributable to such property from the date of commencement of construction.

(Code 2001, § 27-7; Ord. No. 05-33, § 2, 8-16-2005)

Sec. 27-8. Method of appeal.

(a) The stormwater utility charge may be appealed as follows:

(1) Within 30 days of payment, a written appeal to the stormwater charge must be filed with the city clerk on behalf of the property owner, specifying the reason for challenge and the amount of the stormwater charge the property owner asserts is appropriate. Failure to file an appeal within 30 days of payment or nonpayment of the charge shall operate as a waiver of appeal by the property owner.

(2) The finance/personnel shall hear such appeal at its next regularly scheduled meeting and determine whether the stormwater charge is fair and reasonable. All decisions of the board shall be in writing and sent to the appellant within 30 days of such decision.

(b) The property owner may, within 15 days from the date the decision of the board is mailed, file a written appeal to the common council.

(c) The common council shall hear such appeal and determine whether the fee charged is fair and reasonable. The decision of the council shall be a final decision.

(Code 2001, § 27-8; Ord. No. 05-33, § 2, 8-16-2005)

Sec. 27-9. Special charge authority.

In addition to any other method for collection of the charges established pursuant to this chapter for stormwater utility costs, the common council finds that charges may be levied against real property as a special charge pursuant to Wis. Stats. § 66.0627. The charges established hereunder reasonably reflect costs of current services rendered and the benefits conferred on property and therefore may be charged against the property accordingly. Mailing of such charges to the property owner shall serve as notice that failure to pay the charges when due may result in the imposition of a special charge under Wis. Stats. § 66.0627.

(Code 2001, § 27-9; Ord. No. 05-33, § 2, 8-16-2005)

Sec. 27-10. Budget excess revenues.

The stormwater utility finances shall be accounted for in a separate stormwater enterprise fund by the city. The utility shall prepare an annual budget, subject to approval by the common council, which is to include all operation and maintenance costs, debt service and other costs related to the operation of the stormwater utility. Any excess of revenues over expenditures in a year will be retained by the stormwater enterprise fund for subsequent years' needs.

(Code 2001, § 27-10; Ord. No. 05-33, § 2, 8-16-2005)

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~~Sec. 27-11. Severability.~~

~~In the event any section, subsection, clause, phrase or portion of this chapter is for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this chapter. It is the legislative intent of the common council that this chapter would have been adopted if such illegal provision had not been included or any illegal application had not been made.~~

~~(Code 2001, § 27-11; Ord. No. 05-33, § 2, 8-16-2005)~~

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Chapter 28

POST-CONSTRUCTION STORMWATER MANAGEMENT

ARTICLE I. IN GENERAL

Sec. 28-1. Authority.

(a) This chapter is adopted by the common council under the authority granted by Wis. Stats. § 62.234. This chapter supersedes all provisions of any ordinance previously enacted that relates to stormwater management regulations. Except as otherwise specified in Wis. Stats. § 62.234, Wis. Stats. § 62.23 applies to this chapter and to any amendments to this chapter.

(b) The provisions of this chapter are deemed not to limit any other lawful regulatory powers of the same governing body.

(c) The common council hereby designates the director of public works or designee to administer and enforce the provisions of this chapter.

(d) The requirements of this chapter do not pre-empt more stringent stormwater management requirements that may be imposed by any of the following:

(1) The state department of natural resources administrative rules, permits or approvals, including those authorized under Wis. Stats. §§ 281.16 and 283.33.

(2) Targeted non-agricultural performance standards promulgated in rules by the state department of natural resources under Wis. Admin. Code § NR 151.004.

(Code 2001, § 28-1; Ord. No. 16-22, § 1, 10-4-2016)

Sec. 28-2. Findings of fact.

The common council finds that uncontrolled, post-construction runoff has a significant impact upon water resources and the health, safety and general welfare of the community and diminishes the public enjoyment and use of natural resources. Specifically, uncontrolled post-construction runoff can:

(1) Degrade physical stream habitat by increasing stream bank erosion, increasing streambed scour, diminishing groundwater recharge, diminishing stream base flows and increasing stream temperature.

(2) Diminish the capacity of lakes and streams to support fish, aquatic life, recreational and water supply uses by increasing pollutant loading of sediment, suspended solids, nutrients, heavy metals, bacteria, pathogens and other urban pollutants.

(3) Alter wetland communities by changing wetland hydrology and by increasing pollutant loads.

(4) Reduce the quality of groundwater by increasing pollutant loading.

(5) Threaten public health, safety, property and general welfare by overtaxing storm sewers, drainageways, and other minor drainage facilities.

(6) Threaten public health, safety, property and general welfare by increasing major flood peaks and volumes.

(7) Undermine floodplain management efforts by increasing the incidence and levels of flooding.

(Code 2001, § 28-2; Ord. No. 16-22, § 1, 10-4-2016)

Sec. 28-3. Purpose and intent.

(a) *Purpose.* The general purpose of this chapter is to establish long-term, post-construction runoff management requirements that will diminish the threats to public health, safety, welfare and the aquatic environment. Specific purposes are to:

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(1) Further the maintenance of safe and healthful conditions.

(2) Prevent and control the adverse effects of stormwater; prevent and control soil erosion; prevent and control water pollution; protect spawning grounds, fish and aquatic life; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth.

(3) Control exceedance of the safe capacity of existing drainage facilities and receiving water bodies; prevent undue channel erosion; control increases in the scouring and transportation of particulate matter; and prevent conditions that endanger downstream property.

(4) Minimize the amount of pollutants discharged from the separate storm sewer to protect the waters of the state.

(b) *Intent.* It is the intent of the common council that this chapter regulates post-construction stormwater discharges to waters of the state. This chapter may be applied on a site-by-site basis. The common council recognizes, however, that the preferred method of achieving the stormwater performance standards set forth in this chapter is through the preparation and implementation of comprehensive, systems-level stormwater management plans that cover hydrologic units, such as watersheds, on a municipal and regional scale. Such plans may prescribe regional stormwater devices, practices or systems, any of which may be designed to treat runoff from more than one site prior to discharge to waters of the state. Where such plans are in conformance with the performance standards developed under Wis. Stats. § 281.16, for regional stormwater management measures and have been approved by the common council, it is the intent of this chapter that the approved plan be used to identify post-construction management measures acceptable for the community.

(Code 2001, § 28-3; Ord. No. 16-22, § 1, 10-4-2016)

Sec. 28-4. Applicability and jurisdiction.

(a) Applicability.

(1) Where not otherwise limited by law, this chapter applies to all post-construction sites, unless the site is otherwise exempt under subsection (a)(2) of this section.

(2) A post-construction site that meets any of the criteria in this paragraph is exempt from the requirements of this chapter.

a. One- and two-family residential dwellings that are not part of a larger common plan of development or sale and that result in less than one acre of disturbance.

b. Nonpoint discharges from agricultural activity areas.

c. Nonpoint discharges from silviculture activities.

d. Mill and crush operations.

(3) Notwithstanding the applicability requirements in subsection (a)(1) of this section, this chapter applies to post-construction sites of any size that, in the opinion of the director of public works, are likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, that causes undue channel erosion, that increases water pollution by scouring or the transportation of particulate matter or that endangers property or public safety.

(b) *Jurisdiction.* This chapter applies to post-construction sites within the boundaries and jurisdiction of the city, as well as the extraterritorial division of land subject to any ordinance enacted pursuant to Wis. Stats. § 236.45(2) and (3).

(c) *Exclusions.* This chapter is not applicable to activities conducted by a state agency, as defined under Wis. Stats. § 227.01(1), but also including the office of district attorney, which is subject to the state plan promulgated or a memorandum of understanding entered into under Wis. Stats. § 281.33(2).

(Code 2001, § 28-4; Ord. No. 16-22, § 1, 10-4-2016)

Sec. 28-5. Definitions.

The following words and phrases when used in this chapter shall have the meanings respectively ascribed to

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them in this section, except where the context otherwise requires.

Adequate sod or *self-sustaining vegetative cover* means maintenance of sufficient vegetation types and densities such that the physical integrity of the streambank or lakeshore is preserved. The term "self-sustaining vegetative cover" includes grasses, forbs, sedges and duff layers of fallen leaves and woody debris.

Administering authority means the director of public works, empowered under Wis. Stats. §62.234, that is designated by the common council to administer this chapter.

Agricultural activity area means the part of the farm where there is planting, growing, cultivating and harvesting of crops for human or livestock consumption and pasturing or outside yarding of livestock, including sod farms and silviculture. Practices in this area may include waterways, drainage ditches, diversions, terraces, farm lanes, excavation, filling and similar practices. The agricultural activity area does not include the agricultural production area.

Agricultural production area means the part of the farm where there is concentrated production activity or impervious surfaces. Agricultural production areas include buildings, driveways, parking areas, feed storage structures, manure storage structures, and other impervious surfaces. The agricultural production area does not include the agricultural activity area.

Atlas 14 means the National Oceanic and Atmospheric Administration (NOAA) Atlas 14 Precipitation-Frequency Atlas of the United States, Volume 8 (Midwestern States), published in 2013.

Average annual rainfall means a typical calendar year of precipitation as determined by the state department of natural resources for users of models such as WinSLAMM, P8 or equivalent methodology. The average annual rainfall is chosen from a department publication for the location closest to the municipality. For the purposes of this chapter, average annual rainfall means measured precipitation in Green Bay, Wisconsin between March 29 and November 25, 1969.

Best management practices or *BMPs* means structural or non-structural measures, practices, techniques or devices employed to avoid or minimize sediment or pollutants carried in runoff to waters of the state.

Business day means a day the office of the director of public works is routinely and customarily open for business.

Cease and desist order means a court-issued order to halt land disturbing construction activity that is being conducted without the required permit or in violation of a permit issued by the director of public works.

Combined sewer system means a system for conveying both sanitary sewage and stormwater runoff.

Common plan of development or sale means a development or sale where multiple separate and distinct land disturbing construction activities may be taking place at different times on different schedules but under one plan. A common plan of development or sale includes, but is not limited to, subdivision plats, certified survey maps, and other developments.

Connected imperviousness means an impervious surface that is directly connected to a separate storm sewer or water of the state via an impervious flow path.

Construction site means an area upon which one or more land disturbing construction activities occur, including areas that are part of a larger common plan of development or sale.

Design storm means a hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency, and total depth of rainfall. The Atlas 14 MSE4, 24-hour design storms for the city are:

(1) One-year, 2.2 inches;

(2) Two-year, 2.5 inches;

(3) Five-year, 3.3 inches;

(4) Ten-year, 3.8 inches;

(5) 25-year, 4.4 inches; and

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(6) 100-year, 5.3 inches.

Development means residential, commercial, industrial, institutional, or other land uses and associated roads.

Direct conduits to groundwater means wells, sinkholes, swallets, fractured bedrock at the surface, mine shafts, non-metallic mines, tile inlets discharging to groundwater, quarries, or depressional groundwater recharge areas over shallow fractured bedrock.

Division of land means the creation from one or more parcels or building sites of additional parcels or building sites where such creation occurs at one time or through the successive partition within a five-year period.

Effective infiltration area means the area of the infiltration system that is used to infiltrate runoff and does not include the area used for site access, berms or pretreatment.

Erosion means the process by which the land's surface is worn away by the action of wind, water, ice or gravity.

Exceptional resource waters means waters listed in Wis. Admin. Code § NR 102.11.

Extraterritorial means the unincorporated area within three miles of the corporate limits of a first, second, or third class city, or within 1 1/2 miles of a fourth class city or village.

Filtering layer means soil that has at least a three-foot deep layer with at least 20 percent fines; or at least a five-foot deep layer with at least ten percent fines; or an engineered soil with an equivalent level of protection as determined by the regulatory authority for the site.

Final stabilization means that all land disturbing construction activities at the construction site have been completed and that a uniform perennial, vegetative cover has been established, with a density of at least 70 percent of the cover, for the unpaved areas and areas not covered by permanent structures, or employment of equivalent permanent stabilization measures.

Financial guarantee means a performance bond, maintenance bond, surety bond, irrevocable letter of credit, or similar guarantees submitted to the director of public works by the responsible party to assure that requirements of this chapter are carried out in compliance with the stormwater management plan.

Governing body means the common council.

Highway has the meaning given in Wis. Stats. § 340.01(22).

Highway reconditioning has the meaning given in Wis. Stats. § 84.013(1)(b).

Highway reconstruction has the meaning given in Wis. Stats. § 84.013(1)(c).

Highway resurfacing has the meaning given in Wis. Stats. § 84.013(1)(d).

Impervious surface means an area that releases as runoff all or a large portion of the precipitation that falls on it, except for frozen soil. Rooftops, sidewalks, driveways, parking lots and streets are examples of areas that typically are impervious. Gravel surfaces are considered impervious, unless specifically designed to encourage infiltration.

In-fill area means a new development area less than five acres in size that is located within existing urban sewer service areas, surrounded by already existing development or existing development and natural or manmade features where development cannot occur.

Infiltration means the entry of precipitation or runoff into or through the soil.

Infiltration system means a device or practice such as a basin, trench, rain garden or swale designed specifically to encourage infiltration, but does not include natural infiltration in pervious surfaces such as lawns, redirecting of rooftop downspouts onto lawns or minimal infiltration from practices, such as swales or roadside channels designed for conveyance and pollutant removal only.

Land disturbing construction activity (or disturbance) means any manmade alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, which may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and

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grading activities, and soil stockpiling.

Landowner means any person holding fee title, an easement or other interest in property, which allows the person to undertake cropping, livestock management, land disturbing construction activity or maintenance of stormwater BMPs on the property.

Maintenance agreement means a legal document that provides for long-term maintenance of stormwater management and best management practices.

MEP or *maximum extent practicable* means the highest level of performance that is achievable but is not equivalent to a performance standard identified within this ordinance. Maximum extent practicable applies when the permit applicant demonstrates to the director of public works' satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the permit applicant shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

Minor reconstruction of a highway means reconstruction of a highway that is limited to one and one-half miles in continuous or aggregate total length of realignment and that does not exceed 100 feet in width of roadbed widening.

New development means that portion of a post-construction site where impervious surfaces are being created or expanded. Any disturbance where the amount of impervious area for the post-development condition is greater than the pre-development condition is classified as new development. For the purposes of this chapter, a post-construction site is classified as new development, redevelopment, routine maintenance, or some combination of these three classifications as appropriate.

NRCS MSE3 or MSE4 distribution means a specific precipitation distribution developed by the United States Department of Agriculture, Natural Resources Conservation Service, using precipitation data from Atlas 14.

Off-site means located outside the property boundary described in the permit application.

On-site means located within the property boundary described in the permit application.

Ordinary high-water mark has the meaning given in Wis. Admin. Code § NR 115.03(6).

Outstanding resource waters means waters listed in Wis. Admin. Code § NR 102.10.

Percent fines means the percentage of a given sample of soil, which passes through a No. 200 sieve.

Performance standard means a narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.

Permit means a written authorization made by the director of public works to the applicant to conduct land disturbing construction activity or to discharge post-construction runoff to waters of the state.

Permit administration fee means a sum of money paid to the director of public works by the permit applicant for the purpose of recouping the expenses incurred by the authority in administering the permit.

Pervious surface means an area that releases as runoff a small portion of the precipitation that falls on it. Lawns, gardens, parks, forests or other similar vegetated areas are examples of surfaces that typically are pervious.

Pollutant has the meaning given in Wis. Stats. § 283.01(13).

Pollution has the meaning given in Wis. Stats. § 281.01(10).

Post-construction site means a construction site following the completion of land disturbing construction activity and final site stabilization.

Post-development means the extent and distribution of land cover types present after the completion of land disturbing construction activity and final site stabilization.

Pre-development condition means the extent and distribution of land cover types present before the initiation of land disturbing construction activity, assuming that all land uses prior to development activity are managed in an

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environmentally sound manner.

Preventive action limit has the meaning given in Wis. Admin. Code § NR 140.05(17).

Protective area means an area of land that commences at the top of the channel of lakes, streams and rivers, or at the delineated boundary of wetlands, and that is the greatest of the following widths, as measured horizontally from the top of the channel or delineated wetland boundary to the closest impervious surface.

Redevelopment means that portion of a post-construction site where impervious surfaces are being reconstructed, replaced, or reconfigured. Any disturbance where the amount of impervious area for the post-development condition is equal to or less than the pre-development condition is classified as redevelopment. For the purposes of this chapter, a post-construction site is classified as new development, redevelopment, routine maintenance, or some combination of these three classifications as appropriate.

Responsible party means any entity holding fee title to the property or other person contracted or obligated by other agreement to implement and maintain post-construction stormwater BMPs.

Routine maintenance means that portion of a post-construction site where pre-development impervious surfaces are being maintained to preserve the original line and grade, hydraulic capacity, drainage pattern, configuration, or purpose of the facility. Remodeling of buildings and resurfacing of parking lots, streets, driveways, and sidewalks are examples of routine maintenance, provided the lower one-half of the impervious surface's granular base is not disturbed. The disturbance shall be classified as redevelopment if the lower one-half of the granular base associated with the pre-development impervious surface is disturbed or if the soil located beneath the impervious surface is exposed. For the purposes of this chapter, a post-construction site is classified as new development, redevelopment, routine maintenance, or some combination of these three classifications as appropriate.

Runoff means stormwater or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.

Separate storm sewer means a conveyance or system of conveyances including roads with drainage systems, streets, catchbasins, curbs, gutters, ditches, constructed channels or storm drains, which meets all of the following criteria:

(1) Is designed or used for collecting water or conveying runoff.

(2) Is not part of a combined sewer system.

(3) Is not draining to a stormwater treatment device or system.

(4) Discharges directly or indirectly to waters of the state.

Silviculture activity means activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction site is not a silviculture activity.

Site means the entire area included in the legal description of the land on which the land disturbing construction activity occurred.

Stop work order means an order issued by the director of public works which requires that all construction activity on the site be stopped.

Stormwater management plan means a comprehensive plan designed to reduce the discharge of pollutants from stormwater, after the site has undergone final stabilization, following completion of the construction activity.

Stormwater management system plan is a comprehensive plan designed to reduce the discharge of runoff and pollutants from hydrologic units on a regional or municipal scale.

Stormwater reference guide means the Stormwater Reference Guide, Current Edition, which is available for inspection from the city engineer and available on the city website.

Technical standard means a document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.

Top of the channel means an edge, or point on the landscape, landward from the ordinary high-water mark of

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a surface water of the state, where the slope of the land begins to be less than 12 percent continually for at least 50 feet. If the slope of the land is 12 percent or less continually for the initial 50 feet, landward from the ordinary high-water mark, the top of the channel is the ordinary high-water mark.

Total maximum daily load (TMDL) means the amount of pollutants specified as a function of one or more water quality parameters, that can be discharged per day into a water quality limited segment and still ensure attainment of the applicable water quality standard.

TP means total phosphorous.

TP-40 means Technical Paper No. 40, Rainfall Frequency Atlas of the United States, published in 1961.

TR-55 means the United States Department of Agriculture, Natural Resources Conservation Service (previously Soil Conservation Service), Urban Hydrology for Small Watersheds, Second Edition, Technical Release 55, June 1986.

Transportation facility means a public street, a public road, a public highway, a public mass transit facility, a public-use airport, a public trail, or any other public work for transportation purposes such as harbor improvements under Wis. Stats. § 85.095(1)(b).

TSS means total suspended solids.

Type II distribution means a rainfall type curve as established in the United States Department of Agriculture, Soil Conservation Service, Technical Paper 149, published 1973. The Type II curve is applicable to all of the state and represents the most intense storm pattern.

Waters of the state has the meaning given in Wis. Stats. § 283.01(20).

(Code 2001, § 28-5; Ord. No. 16-22, § 1, 10-4-2016)

Sec. 28-6—28-15. Reserved.

ARTICLE II. STANDARDS, SPECIFICATIONS AND PROCEDURE

Sec. 28-16. Technical standards.

The following methods shall be used in designing and maintaining the water quality, peak discharge, infiltration, protective area, and fueling/vehicle maintenance components of stormwater practices needed to meet the water quality standards of this chapter:

(1) Technical standards identified, developed or disseminated by the state department of natural resources under subchapter V of Wis. Admin. Code ch. NR 151.

(2) Technical standards and guidance identified within the Stormwater Reference Guide.

(3) Where technical standards have not been identified or developed by the state department of natural resources, other technical standards may be used, provided that the methods have been approved by the director of public works.

(4) In this chapter, the following year and location has been selected as average annual rainfall: Green Bay, 1969 (March 29 through November 25).

(Code 2001, § 28-6; Ord. No. 16-22, § 1, 10-4-2016)

Sec. 28-17. Performance standards.

(a) *Responsible party.* The responsible party shall implement a post-construction stormwater management plan that incorporates the requirements of this section.

(b) *Stormwater management plan.* A written stormwater management plan in accordance with this section shall be developed and implemented for each post-construction site.

(c) *Requirements.* The stormwater management plan shall meet the following minimum requirements to the maximum extent practicable:

(1) *Total suspended solids.* BMPs shall be designed, installed and maintained to control total suspended

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solids carried in runoff from the post-construction site as follows. The total suspended solids reduction shall be based on the average annual rainfall, as compared to no runoff management controls.

a. For post-construction sites with one or more of the following:

1. 20,000 square feet or more of impervious surface disturbance and/or creation

2. Post construction sites with one acre or more of land disturbance the following is required:

(i) Reduce the total suspended solids load by 80 percent for infill and new development.

(ii) Reduce the total suspended solids load by 40 percent for redevelopment.

(iii) No total suspended solids load reduction is required for routine maintenance areas, unless runoff from the routine maintenance area discharges into a proposed water quality BMP.

b. For post-construction sites with less than 20,000 square feet of impervious surface disturbance, reduce the total suspended solids load using BMPs from the city stormwater reference guide. These sites are not required to satisfy a numeric performance standard.

c. Sites with a cumulative addition of 20,000 square feet or greater of impervious surfaces after the adoption date February 3, 2009, of this chapter are required to satisfy the performance standards within subsections(c)(1)a.2 of this section.

d. The amount of total suspended solids control previously required for the site shall not be reduced as a result of the proposed development or disturbance.

(2) *Off-site drainage.* When designing BMPs, runoff draining to the BMP from off-site shall be taken into account in determining the treatment efficiency of the practice. Any impact on the efficiency shall be compensated for by increasing the size of the BMP accordingly.

a. Notwithstanding subsections (c)(1)a through d of this section, if the design cannot achieve the applicable total suspended solids reduction specified, the stormwater management plan shall include a written and site-specific explanation why that level of reduction is not attained and the total suspended solids load shall be reduced to the maximum extent practicable.

b. For redevelopment in the Lower Fox River Subbasin, an incentive is available for additional treatment of total suspended solids and total phosphorous as follows:

Watershed	*Redevelopment*		*Routine Maintenance*	
Lower Fox River	TSS	TP	TSS	TP
	80%	30%	80%	30%

For sites that meet both the TSS and TP Additional reductions, the annual stormwater management fee will be reduced by 50 percent. Documentation requirements can be found in the Stormwater Reference Guide.

(3) *Peak discharge.* BMPs shall be designed, installed and maintained to control peak discharges from the post-construction site as follows:

a. For post-construction sites with one or more of the following:

1. 20,000 square feet or more of impervious surface disturbance and/or creation;

2. Post construction sites with one acre or more of land disturbance the following is required:

(i) The peak post-development discharge rate shall not exceed the peak pre-development discharge rate for the one year, two-year, ten-year, and 100-year, 24-hour design storms. These peak discharge requirements apply to new development and redevelopment areas. No peak discharge control is required for routine maintenance areas, unless runoff from the routine maintenance area discharges into a proposed peak flow control facility.

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(ii) TR-55 methodology shall be used for peak discharge calculations, unless the administering authority approves an equivalent methodology. The terms "hydrologic soil group" and "runoff curve number" mean as determined in TR-55. Peak pre-development discharge rates shall be determined using the following meadow runoff curve numbers:

Maximum Pre-Development Runoff Curve Numbers—Meadow				
Hydrologic soil group	A	B	C	D
Runoff curve number	30	58	71	78

b. For post-construction sites with less than 20,000 square feet of impervious surface disturbance, reduce peak post-development discharge rates using BMPs from the city stormwater reference guide. These sites are not required to satisfy a numeric performance standard.

c. Sites with a cumulative addition of 20,000 square feet or greater of impervious surfaces after the adoption date February 3, 2009, of this chapter are required to satisfy the performance standards within subsections (c)(2)a.2(i) and (ii) of this section.

d. The amount of peak discharge control previously required for the site shall not be reduced as a result of the proposed development or disturbance.

e. An adequate outfall shall be provided for each point of concentrated discharge from the post-construction site. An adequate outfall consists of non-erosive discharge velocities and reasonable downstream conveyance.

f. Exemptions. The following transportation facilities are not required to meet the peak discharge requirements of subsection (c)(2) of this section provided the transportation facility is not part of a larger common plan of development or sale:

1. A transportation facility where the change in hydrology due to development does not increase the existing surface water elevation at any point within the downstream receiving surface water by more than 0.01 of a foot for the two-year, 24-hour storm event.

2. A highway reconstruction site.

3. A transportation facility that is part of a redevelopment project.

(4) *Infiltration.* BMPs shall be designed, installed, and maintained to infiltrate runoff in accordance with the following, except as provided in subsections (c)(3)f of this section.

a. For post construction sites with one or more of the following:

1. 20,000 square feet or more of impervious surface disturbance; and/or

2. One acre or more of land disturbance;

one of the following shall be met:

(i) *Low imperviousness.* For development up to 40 percent connected imperviousness, such as parks, cemeteries, and low density residential development, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 90 percent of the pre-development infiltration volumes, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than one percent of the post-construction site is required as an effective infiltration area.

(ii) *Moderate imperviousness.* For development with more than 40 percent and up to 80 percent connected imperviousness, such as medium and high density residential, multifamily development, industrial and institutional development, and office parks, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 75 percent of the pre-development infiltration volume, based on an average

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annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than two percent of the post-construction site is required as an effective infiltration area.

(iii) *High imperviousness.* For development with more than 80 percent connected imperviousness, such as commercial strip malls, shopping centers, and commercial downtowns, infiltrate sufficient runoff volume so that the post-development infiltration volume shall be at least 60 percent of the pre-development infiltration volume, based on an average annual rainfall. However, when designing appropriate infiltration systems to meet this requirement, no more than two percent of the post-construction site is required as an effective infiltration area.

b. Predevelopment condition shall assume good hydrologic conditions for appropriate land covers as identified in TR-55 or an equivalent methodology approved by the administering authority. The terms "hydrologic soil group" and "runoff curve number" mean as determined in TR-55. However, when pre-development land cover is cropland, rather than using TR-55 values for cropland, the following runoff curve numbers shall be used:

Maximum Pre-Development Runoff Curve Numbers—Cropland				
Hydrologic Soil Group	A	B	C	D
Runoff Curve Number	55	69	78	83

c. For residential and nonresidential developments with less than 20,000 square feet of new impervious surfaces, infiltrate runoff volume using BMPs from the stormwater reference guide. These sites are not required to satisfy a numeric performance standard.

d. Sites with a cumulative addition of 20,000 square feet or greater of impervious surfaces after the effective date of the ordinance from which this chapter is derived ~~adoption date February 3, 2009, of this chapter~~ are required to satisfy the performance standards within subsections (c)(3)a and b of this section.

e. The amount of infiltration previously required for the site shall not be reduced as a result of the proposed development or disturbance.

f. Before infiltrating runoff, pretreatment shall be required for parking lot runoff and for runoff from new road construction in commercial, industrial and institutional areas that will enter an infiltration system. The pretreatment shall be designed to protect the infiltration system from clogging prior to scheduled maintenance and to protect groundwater quality in accordance with subsection (c)(3)n of this section. Pretreatment options may include, but are not limited to, oil/grease separation, sedimentation, biofiltration, filtration, swales or filter strips.

(5) *Source area prohibitions.* Infiltration of runoff from the following areas are prohibited from meeting the infiltration requirements of subsection (c)(3) of this section:

a. Areas associated with Tier 1 industrial facilities identified in Wis. Admin. Code § NR 216.21(2)(a) including storage, loading, rooftop and parking.

b. Storage and loading areas of Tier 2 industrial facilities identified in Wis. Admin. Code § NR 216.21(2)(b).

c. Fueling and vehicle maintenance areas. Runoff from rooftops of fueling and vehicle maintenance areas may be infiltrated with the concurrence of the regulatory authority.

(6) *Prohibitions.*

a. Areas within 1,000 feet upgradient or within 100 feet downgradient of karst features.

b. Areas within 400 feet of a community water system well as specified in Wis. Admin. Code § NR 811.16(4) or within 100 feet of a private well as specified in Wis. Admin. Code § NR 812.08(4) for

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runoff infiltrated from commercial, industrial and institutional land uses or regional devices for residential development.

c. Areas where contaminants of concern, as defined in Wis. Admin. Code § NR 720.03(2) are present in the soil through which infiltration will occur.

(7) *Source area exemptions.* Infiltration of runoff from the following areas are not required to meet the infiltration requirements of subsection (c)(3) of this section:

a. Parking areas and access roads less than 5,000 square feet for commercial development.

b. Parking areas and access roads less than 5,000 square feet for industrial development not subject to the prohibitions under subsection (c)(6) of this section.

c. Redevelopment and routine maintenance areas.

d. In-fill areas less than five acres.

e. Roads in commercial, industrial and institutional land uses, and arterial residential roads.

f. Highways, provided the transportation facility is not part of a larger common plan of development or sale.

(8) *Separation distances.*

a. Infiltration practices shall be located so that the characteristics of the soil and the separation distance between the bottom of the infiltration system and the elevation of seasonal high groundwater or the top of bedrock are in accordance with the table below:

Separation Distances and Soil Characteristics		
Source Area	*Separation Distance*	*Soil Characteristics*
Industrial, commercial, institutional parking lots and roads	5 feet or more	Filtering layer
Residential arterial roads	5 feet or more	Filtering layer
Roofs draining to subsurface infiltrations practices	1 foot or more	Native or engineered soil with particles finer than coarse sand
Roofs draining to surface infiltration practices	Not applicable	Not applicable
All other impervious source areas	3 feet or more	Filtering layer

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b. Notwithstanding subsection (c)(8)a of this section, applicable requirements for injection wells classified under Wis. Admin. Code ch. NR 815 shall be followed.

(9) *Infiltration rate exemption.* Infiltration practices located in the following areas may be credited toward meeting the requirements under the following conditions, but the decision to infiltrate under these conditions is optional:

a. Where the infiltration rate of the soil measured at the proposed bottom of the infiltration system is less than six-tenths of one inch per hour using a scientifically credible field test method.

b. Where the least permeable soil horizon to five feet below the proposed bottom of the infiltration system using the U.S. Department of Agriculture method of soils analysis is one of the following: sandy clay loam, clay loam, silty clay loam, sandy clay, silty clay, or clay.

c. Where alternate uses of runoff are employed, such as for toilet flushing, laundry or irrigation, such alternate use shall be given equal credit toward the infiltration volume required by this subsection k.

(10) *Groundwater standards.*

a. Infiltration systems designed in accordance with this section shall, to the extent technically and economically feasible, minimize the level of pollutants infiltrating to groundwater and shall maintain compliance with the preventive action limit at a point of standards application in accordance with Wis. Admin. Code ch. NR 140. However, if site specific information indicates that compliance with a preventive action limit is not achievable, the infiltration BMP may not be installed or shall be modified to prevent infiltration to the maximum extent practicable.

b. Notwithstanding subsection (c)(8)a of this section, the discharge from BMPs shall remain below the enforcement standard at the point of standards application.

(11) *Pretreatment.* Before infiltrating runoff, pretreatment shall be required for parking lot runoff and for runoff from new road construction in commercial, industrial, and institutional areas that will enter an infiltration system. The pretreatment shall be designed to protect the infiltration system from clogging prior to scheduled maintenance and to protect groundwater quality in accordance with subsection (c)(3) of this section.

(12) *Maximum extent practicable.* Where the conditions of subsections (c)(3) of this section limit or restrict the use of infiltration practices, the performance standard of subsection (c)(3)f of this section shall be met to the maximum extent practicable.

(13) *Protective areas.*

a. The term "protective area" means an area of land that commences at the top of the channel of lakes, streams and rivers, or at the delineated boundary of wetlands, and that is the greatest of the following widths, as measured horizontally from the top of the channel or delineated wetland boundary to the closest impervious surface. However, in this subsection, the term "protective area" does not include any area of land adjacent to any stream enclosed within a pipe or culvert, such that runoff cannot enter the enclosure at this location.

1. For outstanding resource waters and exceptional resource waters, and for wetlands in areas of special natural resource interest as specified in Wis. Admin. Code § NR 103.04, 75 feet.

2. For perennial and intermittent streams identified on a United States Geological Survey 7.5-minute series topographic map, or a county soil survey map, whichever is more current, 50 feet.

3. For lakes, 50 feet.

4. For highly susceptible wetlands, 75 feet. Highly susceptible wetlands include the following types: calcareous fens, sedge meadows, bogs, low prairies, conifer swamps, shrub swamps, other forested wetlands, fresh wet meadows, shallow marshes, deep marshes and seasonally flooded basins.

5. For less susceptible wetlands, ten percent of the average wetland width, but no less than ten feet nor more than 30 feet. Less susceptible wetlands include degraded wetlands dominated by invasive species such as reed canary grass, cultivated hydric soils, and any gravel pits, or dredged material or fill material disposal sites that take on the attributes of a wetland.

6. In subsections (c)(4)a.1, 4. and 5. of this section determinations of the extent of the protective area adjacent to wetlands shall be made on the basis of the sensitivity and runoff susceptibility of the wetland in accordance with the standards and criteria in Wis. Admin. Code § NR 103.03.

7. Wetlands shall be delineated. Wetland boundary delineations shall be made in accordance with Wis. Admin. Code § NR 103.08(1m). Subsection (c)(4) of this section does not apply to wetlands that have been completely filled in accordance with all applicable state and federal regulations. The protective area for wetlands that have been partially filled in accordance with all applicable state and federal regulations shall be measured from the wetland boundary delineation after fill has been placed. Where there is a legally authorized wetland fill, the

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protective area standard need not be met in that location.

8. For concentrated flow channels with drainage areas greater than 130 acres, ten feet.

9. Notwithstanding subsections (c)(13)a.1 to 8 of this section, the greatest protective area width shall apply where rivers, streams, lakes, and wetlands are contiguous.

b. Subsection (c)(4) of this section applies to post-construction sites located within a protective area, except those areas exempted pursuant to subsection (c)(4)e of this section.

c. The following requirements shall be met:

1. Impervious surfaces shall be kept out of the protective area to the maximum extent practicable. The stormwater management plan shall contain a written site-specific explanation for any parts of the protective area that are disturbed during construction.

2. Where land disturbing construction activity occurs within a protective area, and where no impervious surface is present, adequate sod or self-sustaining vegetative cover of 70 percent or greater shall be established and maintained. The adequate sod or self-sustaining vegetative cover shall be sufficient to provide for bank stability, maintenance of fish habitat and filtering of pollutants from upslope overland flow areas under sheet flow conditions. Non-vegetative materials, such as rock riprap, may be employed on the bank as necessary to prevent erosion, such as on steep slopes or where high velocity flows occur.

Note to users: It is recommended that seeding of non-invasive vegetative cover be used in the protective areas. Some invasive plants that should not be used are listed in Wis. Admin. Code ch. NR 40. Vegetation that is flood and drought tolerant and can provide long-term bank stability because of an extensive root system is preferable. Vegetative cover can be measured using the line transect method described in the University of Wisconsin Extension publication number A3533, titled "Estimating Residue Using the Line Transect Method."

3. Best management practices such as filter strips, swales, or wet detention basins, which are designed to control pollutants from non-point sources may be located in the protective area.

Note to users: Other laws, such as Wis. Stats. ch. 30 and Wis. Admin. Code chs. NR 103, 115, 116, and 117 and their associated review and approval processes may apply in the protective area.

d. A protective area established or created after the adoption date ~~[Insert adoption date]~~ of this chapter shall not be eliminated or reduced, except as allowed in subsections (c)(4)e of this section.

e. Exemptions. The following areas are not required to meet the protective area requirements of subsection (c)(4) of this section:

1. Redevelopment and routine maintenance areas, provided the minimum requirements within in subsection (c)(4)e of this section are satisfied.

2. Structures that cross or access surface waters such as boat landings, bridges and culverts.

3. Structures constructed in accordance with Wis. Stats. § 59.692(1v).

4. Post-construction sites from which runoff does not enter the surface water, except to the extent that vegetative ground cover is necessary to maintain bank stability.

Note to users: A vegetated protective area to filter runoff pollutants from post-construction sites described in subsection (c)(4)e of this section is not necessary since runoff is not entering the surface water at that location. Other practices, necessary to meet the requirements of this section, such as a swale or basin, will need to be designed and implemented to reduce runoff pollutants before the runoff enters a surface water of the state.

(14) *Fueling and vehicle maintenance areas.* Fueling and vehicle maintenance areas shall, to the maximum extent practicable, have BMPs designed, installed and maintained to reduce petroleum within runoff, such that the runoff that enters waters of the state contains no visible petroleum sheen.

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Note to users: A combination of the following BMPs may be used: oil and grease separators, canopies, petroleum spill cleanup materials, or any other structural or non-structural method of preventing or treating petroleum in runoff.

(15) *Swale treatment for transportation facilities.* Subsection (c)(6) of this section is not applicable to transportation facilities that are part of a larger common plan of development or sale.

a. *Requirement.* Except as provided in subsection (c)(6)b of this section, transportation facilities that use swales for runoff conveyance and pollutant removal meet all of the requirements of this section, if the swales are designed to the maximum extent practicable to do all of the following:

1. Be vegetated. However, where appropriate, non-vegetative measures may be employed to prevent erosion or provide for runoff treatment, such as rock riprap stabilization or check dams.

Note to users: It is preferred that tall and dense vegetation be maintained within the swale due to its greater effectiveness at enhancing runoff pollutant removal.

2. Swales shall comply with sections V.F. (Velocity and Depth) and V.G. (Sale Geometry Criteria) with a swale treatment length as long as that specified in section V.C. (Pre-Treatment) of the state department of natural resources technical standard 1005 Vegetated Infiltration Swales, dated May 2007, or a superseding document. Transportation facility swale treatment does not have to comply with other sections of technical standard 1005.

Note to users: Check dams may be included in the swale design to slow runoff flows and improve pollutant removal. Transportation facilities with continuous features such as curb and gutter, sidewalks or parking lanes do not comply with the design requirements of this section. However, a limited amount of structural measures such as curb and gutter may be allowed as necessary to account for other concerns such as human safety or resource protection.

b. *Exemptions.* The director of public works may, consistent with water quality standards, require other provisions of this section be met on a transportation facility with an average daily travel of vehicles greater than 2,500 and where the initial surface water of the state that the runoff directly enters is any of the following:

1. An outstanding resource water.
2. An exceptional resource water.
3. Waters listed in section 303(d) of the federal Clean Water Act that are identified as impaired in whole or in part, due to nonpoint source impacts.
4. Waters where targeted performance standards are developed under Wis. Admin. Code § NR 151.004 to meet water quality standards.

Note to users: The transportation facility authority shall contact the state department of natural resource's regional stormwater staff or the state department of natural resources' liaison to the state department of transportation to determine if additional BMPs beyond a water quality swale are needed under this subsection.

(16) *Exemptions.* The following areas are not required to meet the performance standards within this section:

a. Agricultural production areas with less than 100,000 square feet of impervious surface disturbance.

b. Underground utility construction such as water, sewer, gas, electric, telephone, cable television, and fiber optic lines. This exemption does not apply to the construction of any above ground structures associated with utility construction.

c. The following transportation facilities are exempt, provided the transportation facility is not part of a larger common plan of development or sale.

1. Reconditioning or resurfacing of a highway.

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2. Minor reconstruction of a highway. Notwithstanding this exemption, the protective area requirements within Wis. Admin. Code NR 151.24(6) apply to minor reconstruction of a highway.

3. A redevelopment transportation facility with no increase in exposed parking lots or roads.

4. A transportation facility with less than ten percent connected imperviousness based on complete development of the transportation facility, provided the cumulative area of all parking lots and rooftops is less than one acre.

5. Routine maintenance for transportation facilities if performed to maintain the original line and grade, hydraulic capacity or original purpose of the facility.

6. Routine maintenance if performed for stormwater conveyance system cleaning.

(d) *General considerations for on-site and off-site stormwater management measures.* The following considerations shall be observed in managing runoff:

(1) Natural topography and land cover features such as natural swales, natural depressions, native soil infiltrating capacity, and natural groundwater recharge areas shall be preserved and used, to the extent possible, to meet the requirements of this section.

(2) Emergency overland flow for all stormwater facilities shall be provided to prevent exceeding the safe capacity of downstream drainage facilities and prevent endangerment of downstream property or public safety.

(e) *Location and regional treatment option.*

(1) The BMPs may be located on-site or off-site as part of a regional stormwater device, practice or system.

(2) Post-construction runoff within a non-navigable surface water that flows into a BMP, such as a wet detention pond, is not required to meet the performance standards of this chapter. Post-construction BMPs may be located in non-navigable surface waters.

(3) Except as allowed under subsection (e)(4) of this section, post-construction runoff from new development shall meet the post-construction performance standards prior to entering a navigable surface water.

(4) Post-construction runoff from any development within a navigable surface water that flows into a BMP is not required to meet the performance standards of this chapter if:

a. The BMP was constructed prior to the effective date of this chapter and the BMP either, received a permit issued under Wis. Stats. ch. 30 or the BMP did not require a Wis. Stats. ch. 30 permit; and

b. The BMP is designed to provide runoff treatment from future upland development.

(5) Runoff from existing development, redevelopment and in-fill areas shall meet the post-construction performance standards in accordance with this section.

a. To the maximum extent practicable, BMPs shall be located to treat runoff prior to discharge to navigable surface waters.

b. Post-construction BMPs for such runoff may be located in a navigable surface water if allowable under all other applicable federal, state and local regulations such as Wis. Admin. Code ch. NR 103 and Wis. Stats. ch. 30.

(6) The discharge of runoff from a BMP, such as a wet detention pond, or after a series of such BMPs is subject to this chapter.

Note to users: This section does not supersede any other applicable federal, state or local regulation such as Wis. Admin. Code ch. NR 103 and Wis. Stats. ch. 30.

(7) The director of public works may approve off-site management measures, provided that all of the following conditions are met:

a. The director of public works determines that the post-construction runoff is covered by a

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stormwater management system plan that is approved by the department of public works and that contains management requirements consistent with the purpose and intent of this chapter.

b. The off-site facility meets all of the following conditions:

1. The facility is in place.

2. The facility is designed and adequately sized to provide a level of stormwater control equal to or greater than that which would be afforded by on-site practices meeting the performance standards of this chapter.

3. The facility has a legally obligated entity responsible for its long-term operation and maintenance.

(8) Where a regional treatment option exists such that the director of public works exempts the applicant from all or part of the minimum on-site stormwater management requirements, the applicant shall be required to pay a fee in an amount determined in negotiation with the director of public works. In determining the fee for post-construction runoff, the director of public works shall consider an equitable distribution of the cost for land, engineering design, construction, and maintenance of the regional treatment option.

(f) *Alternate requirements.* The director of public works may establish stormwater management requirements more stringent than those set forth in this section if the director of public works determines that an added level of protection is needed to protect sensitive resources. Also, the director of public works may establish stormwater management requirements less stringent than those set forth in this section if the director of public works determines that less protection is needed to protect sensitive resources and provide reasonable flood protection. However, the alternative requirements shall not be less stringent than those requirements promulgated in rules by the state department of natural resources under Wis. Admin. Code ch. NR 151.

(Code 2001, § 28-7; Ord. No. 16-22, § 1, 10-4-2016)

Sec. 28-18. Permitting requirements, procedures and fees.

(a) *Permit required.* No responsible party may undertake a land disturbing construction activity without receiving a post-construction runoff permit from the director of public works prior to commencing the proposed activity.

(b) *Permit application and fees.* Unless specifically excluded by this chapter, any responsible party desiring a permit shall submit to the director of public works a permit application made on a form provided by the director of public works for that purpose.

(1) Unless otherwise excepted by this chapter, a permit application must be accompanied by a stormwater management plan, a maintenance agreement and a non-refundable permit administration fee.

(2) The stormwater management plan shall be prepared to meet the requirements of sections 28-17 and 28-19, the maintenance agreement shall be prepared to meet the requirements of section 28-20 of this chapter, the financial guarantee shall meet the requirements of section 28-21, and fees shall be those established by the common council as set forth in section 28-32.

(c) *Review and approval of permit application.* The director of public works shall review any permit application that is submitted with a stormwater management plan, maintenance agreement, and the required fee. The following approval procedure shall be used:

(1) Within 20 business days of the receipt of a complete permit application, including all items as required by subsection (b)(2) of this section, the director of public works shall inform the applicant whether the application, stormwater management plan and maintenance agreement are approved or disapproved based on the requirements of this chapter.

(2) If the stormwater permit application, stormwater management plan and maintenance agreement are approved, or if an agreed upon payment of fees in lieu of stormwater management practices is made, the director of public works shall issue the permit.

(3) If the stormwater permit application, stormwater management plan or maintenance agreement is

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disapproved, the director of public works shall detail in writing the reasons for disapproval.

(4) The director of public works may request additional information from the applicant. If additional information is submitted, the director of public works shall have 20 business days from the date the additional information is received to inform the applicant that the plan and maintenance agreement are either approved or disapproved.

(5) Failure by the director of public works to inform the permit applicant of a decision within 20 business days of a required submittal shall be deemed to mean approval of the submittal and the applicant may proceed as if a permit had been issued.

(d) *Permit requirements.* All permits issued under this chapter shall be subject to the following conditions, and holders of permits issued under this chapter shall be deemed to have accepted these conditions. The director of public works may suspend or revoke a permit for violation of a permit condition, following written notification of the responsible party. An action by the director of public works to suspend or revoke this permit may be appealed in accordance with section 28-34.

(1) Compliance with this permit does not relieve the responsible party of the responsibility to comply with other applicable federal, state, and local laws and regulations.

(2) The responsible party shall design and install all structural and non-structural stormwater management measures in accordance with the approved stormwater management plan and this permit.

(3) The responsible party shall notify the director of public works at least ten business days before commencing any work in conjunction with the stormwater management plan, and within ten business days upon completion of the stormwater management practices. If required as a special condition under subsection (e) of this section, the responsible party shall make additional notification according to a schedule set forth by the director of public works so that practice installations can be inspected during construction.

(4) Practice installations required as part of this chapter shall be certified as record drawings by a licensed professional engineer. Completed stormwater management practices must pass a final inspection by the director of public works or its designee to determine if they are in accordance with the approved stormwater management plan and ordinance. The director of public works or its designee shall notify the responsible party in writing of any changes required in such practices to bring them into compliance with the conditions of this permit.

(5) The responsible party shall notify the director of public works of any significant modifications it intends to make to an approved stormwater management plan. The director of public works may require that the proposed modifications be submitted to it for approval prior to incorporation into the stormwater management plan and execution by the responsible party.

(6) The responsible party shall maintain all stormwater management practices in accordance with the stormwater management plan until the practices either become the responsibility of the common council or are transferred to subsequent private owners as specified in the approved maintenance agreement.

(7) The responsible party authorizes the director of public works to perform any work or operations necessary to bring stormwater management measures into conformance with the approved stormwater management plan, and consents to a special assessment or charge against the property as authorized under Wis. Stats. ch. 66, subch. VII, or to charging such costs against the financial guarantee posted under section 28-21.

(8) If so directed by the director of public works, the responsible party shall repair at the responsible party's own expense all damage to adjoining municipal facilities and drainageways caused by runoff, where such damage is caused by activities that are not in compliance with the approved stormwater management plan.

(9) The responsible party shall permit property access to the director of public works or its designee for the purpose of inspecting the property for compliance with the approved stormwater management plan and this permit.

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(10) Where site development or redevelopment involves changes in direction, increases in peak rate and/or total volume of runoff from a site, the director of public works may require the responsible party to make appropriate legal arrangements with affected property owners concerning the prevention of endangerment to property or public safety.

(11) The responsible party is subject to the enforcement actions and penalties detailed in section 28-33 if the responsible party fails to comply with the terms of this permit.

(12) The permit applicant shall post the certificate of permit coverage in a conspicuous location at the construction site.

(e) *Permit conditions.* Permits issued under this subsection may include conditions established by director of public works in addition to the requirements needed to meet the performance standards in section 28-17 or a financial guarantee as provided for in section 28-21.

(f) *Permit duration.* Permits issued under this section shall be valid from the date of issuance through the date the director of public works notifies the responsible party that all stormwater management practices have passed the final inspection required under subsection (d)(4) of this section.

(g) *Alternate requirements.* The director of public works may prescribe alternative requirements for applicants seeking an exemption to on-site stormwater management performance standards under section 28-17(e) or for applicants seeking a permit for a post-construction site with less than 20,000 square feet of impervious surface disturbance.

(Code 2001, § 28-8; Ord. No. 16-22, § 1, 10-4-2016)

Sec. 28-19. Stormwater management plan.

(a) *Plan requirements.* The stormwater management plan required under section 28-18(b) shall comply with the city stormwater reference guide and contain at a minimum the following information:

(1) Name, address, and telephone number of the landowner and responsible parties.

(2) A legal description of the property proposed to be developed, referenced to the U.S. Public Land Survey system or to block and lot numbers within a recorded land subdivision plat.

(3) Pre-development site map with property lines, disturbed limits, and drainage patterns.

(4) Post-development site map with property lines, disturbed limits, and drainage patterns.

a. Total area of disturbed impervious surfaces within the site.

b. Total area of new impervious surfaces within the site.

c. Performance standards applicable to site.

d. Proposed best management practices.

e. Groundwater, bedrock, and soil limitations.

f. Separation distances. Stormwater management practices shall be adequately separated from wells to prevent contamination of drinking water.

(b) *Alternate requirements.* The director of public works may prescribe alternative submittal requirements for applicants seeking an exemption to on-site stormwater management performance standards under section 28-17(c) or for applicants seeking a permit for a postconstruction site with less than 20,000 square feet of impervious surface disturbance.

(Code 2001, § 28-9; Ord. No. 16-22, § 1, 10-4-2016)

Sec. 28-20. Maintenance agreement.

(a) *Maintenance agreement required.* The maintenance agreement required under section 28-18(b) for stormwater management practices shall be an agreement between the director of public works and the responsible party to provide for maintenance of stormwater practices beyond the duration period of this permit. The maintenance agreement shall be filed with the county register of deeds as a property deed restriction so that it is binding upon all

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subsequent owners of the land served by the stormwater management practices.

(b) *Agreement provisions.* The maintenance agreement shall contain the following information and provisions and be consistent with the management plan required by section 28-19(a):

(1) Identification of the stormwater facilities and designation of the drainage area served by the facilities.

(2) A schedule for regular maintenance of each aspect of the stormwater management system consistent with the stormwater management plan required under section 28-18(b).

(3) Identification of the responsible party, organization or city, county, town or village responsible for long term maintenance of the stormwater management practices identified in the stormwater management plan required under section 28-18(b).

(4) Requirement that the responsible parties, organization, or city, county, town or village shall maintain stormwater management practices in accordance with the schedule included in subsection (b)(2) of this section.

(5) Authorization for the director of public works to access the property to conduct inspections of stormwater management practices as necessary to ascertain that the practices are being maintained and operated in accordance with the agreement.

(6) A requirement on the director of public works to maintain public records of the results of the site inspections, to inform the responsible party responsible for maintenance of the inspection results, and to specifically indicate any corrective actions required to bring the stormwater management practice into proper working condition.

(7) Agreement that the party designated under subsection (b)(3) of this section, as responsible for long term maintenance of the stormwater management practices, shall be notified by the director of public works of maintenance problems which require correction. The specified corrective actions shall be undertaken within a reasonable time frame as set by the director of public works.

(8) Authorization of the director of public works to perform the corrected actions identified in the inspection report if the responsible party designated under subsection (b)(3) does not make the required corrections in the specified time period. The director of public works shall enter the amount due on the tax rolls and collect the money as a special charge against the property pursuant to Wis. Stats. ch. 66, subch. VII.

(c) *Alternate requirements.* The director of public works may prescribe alternative requirements for applicants seeking an exemption to on-site stormwater management performance standards under section 28-17(c) or for applicants seeking a permit for a post-construction site with less than 20,000 square feet of impervious surface disturbance.

(Code 2001, § 28-10; Ord. No. 16-22, § 1, 10-4-2016)

Sec. 28-21. Financial guarantee.

(a) *Establishment of the guarantee.* The director of public works may require the submittal of a financial guarantee, the form and type of which shall be acceptable to the director of public works. The financial guarantee shall be in an amount determined by the director of public works to be the estimated cost of construction and the estimated cost of maintenance of the stormwater management practices during the period which the designated party in the maintenance agreement has maintenance responsibility. The financial guarantee shall give the director of public works the authorization to use the funds to complete the stormwater management practices if the responsible party defaults or does not properly implement the approved stormwater management plan, upon written notice to the responsible party by the director of public works that the requirements of this chapter have not been met.

(b) *Conditions for release.* Conditions for the release of the financial guarantee are as follows:

(1) The director of public works shall release the portion of the financial guarantee established under this section, less any costs incurred by the director of public works to complete installation of practices, upon submission of record drawings by a licensed professional engineer. The director of public works may make provisions for a partial pro-rata release of the financial guarantee based on the completion of

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various development stages.

(2) The director of public works shall release the portion of the financial guarantee established under this section to assure maintenance of stormwater practices, less any costs incurred by the director of public works, at such time that the responsibility for practice maintenance is passed on to another entity via an approved maintenance agreement.

(c) *Alternate requirements.* The director of public works may prescribe alternative requirements for applicants seeking an exemption to on-site stormwater management performance standards under section 28-17(c) or for applicants seeking a permit for a post-construction site with less than 20,000 square feet of impervious surface disturbance.

(Code 2001, § 28-11; Ord. No. 16-22, § 1, 10-4-2016)

Sec. 28-22—28-31. Reserved.

ARTICLE III. ADMINISTRATION AND ENFORCEMENT

Sec. 28-32. Fee schedule.

The fees referred to in this chapter shall be established by resolution of the common council. A schedule of the fees so established shall be available for review in the office of the director of public works or city clerk.

(Code 2001, § 28-12; Ord. No. 16-22, § 1, 10-4-2016)

Sec. 28-33. Enforcement.

(a) Any land disturbing construction activity or post-construction runoff initiated after the effective date of the ordinance from which this chapter is derived by any person, firm, association, or corporation subject to this chapter's provisions shall be deemed a violation unless conducted in accordance with the requirements of this chapter.

(b) The director of public works shall notify the responsible party by certified mail of any noncomplying land disturbing construction activity or post-construction runoff. The notice shall describe the nature of the violation, remedial actions needed, a schedule for remedial action, and additional enforcement action which may be taken.

(c) Upon receipt of written notification from the director of public works under subsection (b) of this section, the responsible party shall correct work that does not comply with the stormwater management plan or other provisions of this permit. The responsible party shall make corrections as necessary to meet the specifications and schedule set forth by the director of public works in the notice.

(d) If the violations to a permit issued pursuant to this chapter are likely to result in damage to properties, public facilities, or waters of the state, the director of public works may enter the land and take emergency actions necessary to prevent such damage. The costs incurred by the director of public works, plus interest and legal costs shall be billed to the responsible party.

(e) The director of public works is authorized to post a stop work order on all land disturbing construction activity that is in violation of this chapter, or to request the city attorney to obtain a cease and desist order in any court with jurisdiction.

(f) The director of public works may revoke a permit issued under this chapter for noncompliance with chapter provisions.

(g) Any permit revocation, stop work order, or cease and desist order shall remain in effect unless retracted by the director of public works or by a court with jurisdiction.

(h) The director of public works is authorized to refer any violation of this chapter, or of a stop work order or cease and desist order issued pursuant to this chapter, to the city attorney for the commencement of further legal proceedings in any court with jurisdiction.

(i) Any person, firm, association, or corporation who does not comply with the provisions of this chapter shall be subject to a forfeiture of not less than $200.00 or more than $1,000.00 per offense, together with the costs

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of prosecution. Each day that the violation exists shall constitute a separate offense.

(j) Compliance with the provisions of this chapter may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before resorting to injunction proceedings.

(k) When the director of public works determines that the holder of a permit issued pursuant to this chapter has failed to follow practices set forth in the stormwater management plan, or has failed to comply with schedules set forth in said stormwater management plan, the director of public works or a party designated by the director of public works may enter upon the land and perform the work or other operations necessary to bring the condition of said lands into conformance with requirements of the approved plan. The director of public works shall keep a detailed accounting of the costs and expenses of performing this work. These costs and expenses shall be deducted from any financial security posted pursuant to section 28-21. Where such a security has not been established, or where such a security is insufficient to cover these costs, the costs and expenses shall be entered on the tax roll as a special charge against the property and collected with any other taxes levied thereon.

(Code 2001, § 28-13; Ord. No. 16-22, § 1, 10-4-2016)

Sec. 28-34. Appeals.

(a) *Board of appeals.* The board of appeals created pursuant to section 14.21 of city zoning regulations pursuant to Wis. Stats. § 62.23(7)(e), shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made by the director of public works in administering this chapter. The board shall also use the rules, procedures, duties, and powers authorized by statute in hearing and deciding appeals. Upon appeal, the board may authorize variances from the provisions of this chapter that are not contrary to the public interest, and, where owing to special conditions, a literal enforcement of this chapter will result in unnecessary hardship.

(b) *Who may appeal.* Appeals to the board of appeals may be taken by any aggrieved person or by an officer, department, board, or bureau of the city affected by any decision of the director of public works.

(Code 2001, § 28-14; Ord. No. 16-22, § 1, 10-4-2016)

~~**Sec. 28-15. Severability.**~~

~~If any section, clause, provision or portion of this chapter is judged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this chapter shall remain in force and not be affected by such judgment.~~

~~(Code 2001, § 28-15; Ord. No. 16-22, § 1, 10-4-2016)~~

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Chapter 29

STORM SEWER SYSTEM USE

Sec. 29-1. Purpose.

The purpose of this chapter is to provide for the health, safety, and general welfare of the citizens of the city through the regulation of non-stormwater discharges to the municipal separate storm sewer system (MS4) to the maximum extent practicable as required by federal and state law. This chapter establishes methods for controlling the introduction of pollutants into the MS4 in order to comply with requirements of the state pollutant discharge elimination system (WPDES) permit process. The objectives of this chapter are:

(1) To regulate the contribution of pollutants to the MS4 by stormwater discharges by any user;

(2) To prohibit illicit connections and discharges to the MS4;

(3) To establish legal authority to carry out all inspection, surveillance, monitoring, and enforcement procedures necessary to ensure compliance with this chapter.

(Code 2001, § 29-1; Ord. No. 09-06, § 1, 2-3-2009)

Sec. 29-2. Applicability.

This chapter shall apply to all water entering the MS4 generated on any lands unless explicitly exempted by an authorized enforcement agency.

(Code 2001, § 29-2; Ord. No. 09-06, § 1, 2-3-2009)

Sec. 29-3. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Authorized enforcement entity means director of public works or designee.

Best management practices (BMPs) means structural or nonstructural measures, practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in runoff to waters of the state.

Contaminated stormwater means stormwater that comes into contact with material handling equipment or activities, raw materials, intermediate products, final products, waste materials, byproducts or industrial machinery in the source areas listed in NR 216 Wis. Admin Code.

Department (DNR) means the state department of natural resources.

Discharge means as defined in Wis. Stats. § 283.01 and, when used without qualification includes a discharge of any pollutant.

Discharge of pollutants means as defined in Wis. Stats. § 283.01, means any addition of any pollutant to the waters of the state from any point source.

Hazardous materials means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illicit discharge means any discharge to a municipal separate storm sewer system that is not composed entirely of stormwater except discharges authorized by a WPDES permit or other discharge not requiring a WPDES permit such as landscape irrigation, individual residential car washing, firefighting, diverted stream flows, uncontaminated groundwater infiltration, uncontaminated pumped groundwater, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, lawn watering, flows from riparian habitats and wetlands, and similar discharges.

Illicit connections means either of the following:

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(1) Any drain or conveyance, whether on the surface or subsurface, that allows an illicit discharge to enter the MS4, including, but not limited to, any conveyances that allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the MS4 and any connections to the MS4 from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency; or

(2) Any drain or conveyance connected from a commercial or industrial land use to the MS4 which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Industrial activity means activities subject to WPDES industrial permits under Wis. Admin. Code NR 216 and Wis. Stats. ch. 283.

Municipality means any city, town, village, county, county utility district, town sanitary district, town utility district, school district or metropolitan sewage district or any other public entity created pursuant to law and having authority to collect, treat or dispose of sewage, industrial wastes, stormwater or other wastes.

Municipal separate storm sewer system (MS4) means, as defined in Wis. Admin. Code NR 216, a conveyance or system of conveyances including roads with drainage systems, municipal streets, catchbasins, curbs, gutters, ditches, constructed channels or storm drains, which meets all the following criteria:

(1) Owned or operated by a municipality.

(2) Designed or used for collecting or conveying stormwater.

(3) Is not a combined sewer conveying both sanitary and stormwater.

(4) Is not part of a publicly-owned wastewater treatment works that provides secondary or more stringent treatment.

Non-stormwater discharge means any discharge to the MS4 that is not composed entirely of stormwater.

Owner means any person holding fee title, an easement or other interest in property.

Outfall means the point at which stormwater is discharged to waters of the state or to a storm sewer.

~~*Person.* An individual, owner, operator, corporation, partnership, association, municipality, interstate agency, state agency or federal agency.~~

Pollutant means as defined in Wis. Stats. § 283.01, means any dredged spoil, solid waste, incinerator residue, sewage, garbage, refuse, oil, sewage sludge, munitions, chemical wastes, biological materials, radioactive substance, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal and agricultural waste discharged into water.

Pollution means as defined in Wis. Stats. § 283.01, means any manmade or man-induced alteration of the chemical, physical, biological or radiological integrity of water.

Pollution prevention means taking measures to eliminate or reduce pollution.

Premises means any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Stormwater means runoff from precipitation including rain, snow, ice melt or similar water that moves on the land surface via sheet or channelized flow.

Stormwater management plan/stormwater pollution prevention plan means a document which describes the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

Wastewater means any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

Watercourse means a natural or artificial channel through which water flows. These channels include all blue and dashed blue lines on the USGS quadrangle maps, all channels shown on the soils maps in the NRCS soils book

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for the county, all channels identified on the site, and new channels that are created as part of a development. The term watercourse includes waters of the state as herein defined.

Waters of the state means, as defined in Wis. Stats. ch. 283 (November 1, 2005), those portions of Lake Michigan and Lake Superior within the boundaries of the state, all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface water or groundwater, natural or artificial, public or private within the state or under its jurisdiction, except those waters which are entirely confined and retained completely upon the property of a person.

Wisconsin Pollutant Discharge Elimination System (WPDES) Stormwater Discharge Permit means a state pollutant discharge elimination system permit issued pursuant to Wis. Stats. ch. 283.

(Code 2001, § 29-3; Ord. No. 09-06, § 1, 2-3-2009)

Sec. 29-4. Discharge prohibitions.

(a) *Prohibition of illicit discharges.* No person shall throw, drain, or otherwise discharge, cause, or allow others under its control to throw, drain, or otherwise discharge into the MS4 any pollutants or waters containing any pollutants, other than stormwater.

(b) *Allowed discharges.*

(1) Water line flushing, landscape irrigation, diverted stream flows, rising groundwaters, uncontaminated pumped groundwater, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, springs, water from crawl space pumps, footing drains, lawn watering, individual residential car washing, flows from riparian habitats and wetlands, dechlorinated swimming pool discharges, and street wash water.

(2) Discharges or flow from firefighting, and other discharges specified in writing by the director of public works as being necessary to protect public health and safety.

(3) Discharges associated with dye testing; however, this activity requires a verbal notification to the director of public works and the department of natural resources a minimum of one day prior to the time of the test.

(4) Any non-stormwater discharge permitted under an WPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the state department of natural resources. Any person subject to such an WPDES stormwater discharge permit shall comply with all provisions of such permit.

(c) *Prohibition of illicit connections.*

(1) The construction, use, maintenance or continued existence of illicit connections to the MS4 is prohibited.

(2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(3) A person is in violation of this chapter if the person connects a line conveying sewage to the MS4 or allows such a connection to continue.

(4) Improper connections in violation of this chapter shall be disconnected and redirected, if necessary, to an approved on-site wastewater management system or the sanitary sewer system; such system to be approved by the director of public works prior to such redirection.

(5) Any drain or conveyance that has not been documented in plans, maps or equivalent, and which may be connected to the storm sewer system, shall be located by the owner or occupant of that property upon receipt of written notice of violation from the director of public works requiring that such locating be completed. Such notice will specify a reasonable time period within which the location of the drain or conveyance is to be determined, that the drain or conveyance be identified as storm sewer, sanitary sewer or other, and that the outfall location or point of connection to the storm sewer system, sanitary sewer system or other discharge point be identified. Results of these investigations are to be documented and provided to the director of public works.

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(Code 2001, § 29-4; Ord. No. 09-06, § 1, 2-3-2009)

Sec. 29-5. Watercourse protection.

Every person owning or having a leasehold property through which a watercourse passes, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

(Code 2001, § 29-5; Ord. No. 09-06, § 1, 2-3-2009)

Sec. 29-6. Compliance monitoring.

(a) *Right of entry; inspecting and sampling.* The director of public works shall be permitted to enter and inspect facilities subject to regulation under this chapter as often as may be necessary to determine compliance with this chapter.

(1) If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the director of public works.

(2) Facility operators shall allow the director of public works ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records.

(3) The director of public works shall have the right to set up on any facility such devices as are necessary in the opinion of the director of public works to conduct monitoring and/or sampling of the facility's stormwater discharge.

(4) The director of public works has the right to require the discharger to install monitoring equipment, as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.

(5) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the director of public works and shall not be replaced. The costs of clearing such access shall be borne by the operator.

(6) Unreasonable delays in allowing the director of public works access to a facility is a violation. A person who is the operator of a facility commits an offense if the person denies the director of public works reasonable access to the facility for the purpose of conducting any activity authorized or required by this chapter.

(b) *Special inspection warrant.* If any authorized person has been refused access to any part of the premises from which stormwater is discharged, and he/she believes that there may be a violation of this chapter, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this chapter or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then such person may seek a special inspection warrant pursuant to Wis. Stats. § 66.0119.

(Code 2001, § 29-6; Ord. No. 09-06, § 1, 2-3-2009)

Sec. 29-7. Reducing stormwater pollutants by the use of best management practices.

The owner or operator of any activity, operation, or facility which may cause or contribute to pollution or contamination of stormwater, the MS4, or waters of the state shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal MS4 or watercourses through the use of these structural and nonstructural BMPs. Further, any person responsible for a property or premises, that is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the MS4. Compliance with all terms and conditions of a valid WPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a stormwater management plan (SWMP)/stormwater pollution prevention plan

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(SWPPP) as necessary for compliance.

(Code 2001, § 29-7; Ord. No. 09-06, § 1, 2-3-2009)

Sec. 29-8. Notification of spills.

(a) Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illicit discharges or pollutants discharging into stormwater, the MS4, or waters of the state, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release.

(b) In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the director of public works in person or by phone or facsimile no later than the next business day.

(c) Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the director of public works within two business days of the phone notice.

(d) If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least seven years.

(e) Failure to provide notification of a release as provided above is a violation of this chapter.

(Code 2001, § 29-7; Ord. No. 09-06, § 1, 2-3-2009)

Sec. 29-9. Violations, enforcement, and penalties.

(a) *Violations.* It is unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter. Any person who has violated or continues to violate the provisions of this chapter, may be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise abated in a manner provided by law. If the violation constitutes an immediate danger to public health or public safety, the director of public works is authorized to enter upon the subject private property, without giving prior notice, to take any and all measures necessary to abate the violation. The director of public works is authorized to seek costs of the abatement as outlined in section 29-12.

(b) *Warning notice.* When the director of public works finds that any person has violated, or continues to violate, any provision of this chapter, or any order issued hereunder, the director of public works may serve upon that person a written warning notice, specifying the particular violation believed to have occurred and requesting the discharger to immediately investigate the matter and to seek a resolution whereby any offending discharge will cease. Investigation and/or resolution of the matter in response to the warning notice in no way relieves the alleged violator of liability for any violations occurring before or after receipt of the warning notice. Nothing in the subsection shall limit the authority of the director of public works to take action, including emergency action or any other enforcement action without first issuing a warning notice.

(c) *Notice of violation.* Whenever the director of public works finds that a person has violated a prohibition or failed to meet a requirement of this chapter, the director of public works may order compliance by written notice of violation to the responsible person.

(1) The notice of violation shall contain:

a. The name and address of the alleged violator;

b. The address when available or a description of the building, structure or land upon which the violation is occurring, or has occurred;

c. A statement specifying the nature of the violation;

d. A description of the remedial measures necessary to restore compliance with this chapter and a time schedule for the completion of such remedial action;

e. A statement of the penalty or penalties that shall or may be assessed against the person to whom

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the notice of violation is directed;

f. A statement that the determination of violation may be appealed to the board of public works by filing a written notice of appeal within three days of service of notice of violation; and

g. A statement specifying that, should the violator fail to restore compliance within the established time schedule, the work will be done by a designated governmental agency or contractor and the expense thereof shall be charged to the violator.

(2) Such notice may require, without limitation:

a. The performance of monitoring, analyses, and reporting;

b. The elimination of illicit connections or discharges;

c. That violating discharges, practices, or operations shall cease and desist;

d. The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;

e. Payment of a fine to cover administrative and remediation costs; and

f. The implementation of BMPs.

(d) *Suspension of MS4 access.*

(1) *Emergency cease and desist orders.*

a. When the director of public works finds that any person has violated, or continues to violate, any provision of this chapter, or any order issued hereunder, or that the person's past violations are likely to recur, and that the person's violations have caused or contributed to an actual or threatened discharge to the MS4 or waters of the United States which reasonably appears to present an imminent or substantial endangerment to the health or welfare of persons or to the environment, the director of public works may issue an order to the violator directing it immediately to cease and desist all such violations and directing the violator to:

1. Immediately comply with all ordinance requirements; and

2. Take such appropriate preventive action as may be needed to properly address a continuing or threatened violation, including immediately halting operations and/or terminating the discharge.

b. Any person notified of an emergency order directed to it under this subsection shall immediately comply and stop or eliminate its endangering discharge. In the event of a discharger's failure to immediately comply voluntarily with the emergency order, the director of public works may take such steps as deemed necessary to prevent or minimize harm to the MS4 or waters of the state, and/or endangerment to persons or to the environment, including immediate termination of a facility's water supply, sewer connection, or other municipal utility services. The director of public works may allow the person to recommence its discharge when it has demonstrated to the satisfaction of the director of public works that the period of endangerment has passed unless further termination proceedings are initiated against the discharger under this chapter. A person that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful discharge and the measures taken to prevent any future occurrence, to the director of public works within two days of receipt of the emergency order.

(2) *Suspension due to illicit discharges in emergency situations.* The director of public works may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or waters of the state. If the violator fails to comply with a suspension order issued in an emergency, the director of public works may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the United States, or to minimize danger to persons.

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(3) *Suspension due to the detection of illicit discharge.* Any person discharging to the MS4 in violation of this chapter may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The director of public works will notify a violator of the proposed termination of its MS4 access. The violator may petition the director of public works for a reconsideration and hearing. A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this section, without the prior approval of the director of public works.

(e) *Prosecution and penalties.* In addition to other penalties as may be provided herein, any person who violates this chapter shall be subject to a forfeiture of not less than $1.00 nor more than $1,000.00 per occurrence. Each act of violation and every day upon which a violation occurs or continues constitutes a separate violation.

(Code 2001, § 29-9; Ord. No. 09-06, § 1, 2-3-2009)

Sec. 29-10. Appeal of notice of violation.

Any person receiving a notice of violation may appeal the determination of the director of public works. The notice of appeal must be made to the board of public works within seven days from the date of the notice of violation. Hearing on the appeal before the appropriate authority or his/her designee shall take place within 30 days from the date of receipt of the notice of appeal. The notice of violation may be in addition to other penalties, including the imposition of a forfeiture through the issuance of a municipal ordinance violation.

(Code 2001, § 29-10; Ord. No. 09-06, § 1, 2-3-2009)

Sec. 29-11. Enforcement measures after appeal.

If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal, such shall be deemed a public nuisance under chapter 78.

(Code 2001, § 29-11; Ord. No. 09-06, § 1, 2-3-2009)

Sec. 29-12. Remedies not exclusive.

The remedies listed in this chapter are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the director of public works to seek cumulative remedies. The director of public works may recover all attorney's fees court costs and other expenses associated with enforcement of this chapter, including sampling and monitoring expenses.

(Code 2001, § 29-12; Ord. No. 09-06, § 1, 2-3-2009)

Sec. 29-13. Responsibility for administration.

The director of public works and/or designee shall administer, implement, and enforce the provisions of this chapter.

(Code 2001, § 29-13; Ord. No. 09-06, § 1, 2-3-2009)

Sec. 29-14. Compatibility with other regulations.

This chapter is not intended to and does not modify or repeal any other ordinance, rule, regulation, or other provision of law. The requirements of this chapter are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this chapter imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

(Code 2001, § 29-14; Ord. No. 09-06, § 1, 2-3-2009)

Sec. 29-15. Minimum standards.

The standards set forth herein and promulgated pursuant to this chapter are minimum standards; this chapter does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution, or unauthorized discharge of pollutants.

(Code 2001, § 29-15; Ord. No. 09-06, § 1, 2-3-2009)

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Chapter 30

PARKS, RECREATION AND TREE MANAGEMENT

Sec. 30-1. Board of park commissioners.

(a) *Membership.*

(1) *Members.* There is hereby created and established a board of park commissioners. Such board shall consist of seven members, consisting of three members from the common council and four citizen members who shall be residents of the city. All members shall be appointed by the mayor subject to confirmation of the common council. The common councilmembers shall be appointed for a term of one year; the citizen members shall be appointed for a term of three years each on expiration of the term of citizen members previously appointed.

(2) *Advisory members.* Two advisory seats on the board of park commissioners are hereby created, to which persons of high school age may be appointed by the mayor. The selection process for such appointment shall be as approved by the board. The persons appointed to the teen advisory seats shall be non-voting members of the board whose seats and whose presence shall not be counted for the purposes of a quorum.

(b) *Jurisdiction.* The board of park commissioners shall govern, manage, control, improve and care for all public parks, parkways, boulevards and pleasure drives located within the city and secure their quiet, orderly and suitable use and enjoyment by residents of the city. In addition thereto, the board of park commissioners shall supervise and regulate the recreational programs of the city's recreation department. The board of park commissioners shall have the powers, duties and responsibilities set forth in Wis. Stats. ch. 27, and may adopt policies, rules and regulations to promote its purpose.

(c) *Director of parks and recreation/city forester.* The municipal office of director of parks and recreation/city forester is hereby created. A statement of activities, distinguishing features, duties, responsibilities, work requirements, and desirable training and experience is and shall be on file in the office of the city administrator. In matters regarding the construction, development and maintenance of all public parks, parkways, boulevards, and pleasure drives and in all matters regarding and relating to the planning, operation and management of park and recreation programs, such officer is directly responsible to the board of park commissioners.

(Code 1974, § 9.01; Code 2001, § 30-1; Ord. No. 09-01, § 1, 1-6-2009; Ord. No. 17-01, § 4, 1-17-2017)

Sec. 30-2. Park regulations.

(a) *Definitions.* The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcohol beverage or beverages means fermented malt beverages and intoxicating liquor, all as provided for and defined in Wis. Stats. ch. 125.

Board means the board of park commissioners.

Director means the director of parks, recreation and forestry.

Fishing means the act, occupation or sport of catching or attempting to catch fish.

(b) *Use of parks.*

(1) *Compliance required.* No person shall enter or use any public park of the city except as permitted under this chapter and under the rules and regulations of the board.

(2) *Fishing from Riverwalk prohibited.* No person shall fish from the Riverwalk sidewalk, viewing pier and abutments thereto, or viewing platforms. The director shall place signs indicating the area to which this prohibition applies.

(c) *Injury to plants.* No person shall pluck or cause injury to any flowers, plants, shrubs, grass or trees growing in any of the public parks except city employees in the performance of their official duties.

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(d) *Care of birds and animals.* No person shall misuse or mistreat any bird or fowl or animal or injure or remove any nests of any bird or animal in the parks, parkways or boulevards of the city.

(e) *Dogs, cats and other animals.* Except as provided below, no owner or keeper of any dog, cat or other animal shall permit such animal to enter or remain in any park in the city, whether the animal is leashed or unleashed.

(1) This section shall not apply to animals used by law enforcement agencies while performing law enforcement functions.

(2) The board may make exceptions to this prohibition on a temporary or permanent basis. Should the board make such exception, it shall be upon such terms and conditions as set by the board. Signs shall be erected at accessible points at city parks where such animals may be permitted informing the general public of the same.

(3) The director is hereby authorized to permit dogs to be used in any city park for the elimination of nuisance animals, provided the following minimum guidelines are met:

a. The dog for which permission is sought is presented with proof of current vaccination status and such dog is licensed in the city in accordance with chapter 86 and Wis. Stats. § 174.07; and

b. The dog is easily identifiable as being engaged in nuisance animal elimination;

c. The dog owner shall have voice command control over such dog;

d. The permission granted may be revoked by the director for any reason. The decision of the director is final;

e. The director may establish additional requirements not in conflict with this section.

(4) The board may designate any city park or area within a city park as a dog park. Persons using such dog park shall do so upon such rules and regulations as are adopted by the board, which shall be available to the public at the office of the director and upon the city's official website.

(f) *Injury to property.* No person shall injure, deface, destroy, steal, take or carry away any of the equipment used in or upon any park of the city.

(g) *Disorderly conduct.* No persons shall appear in any park or in or on the Fox River in the state of nudity or in any indecent dress. No person shall make any indecent exposure of his or her person or be guilty of any indecent or obscene act, language, written or spoken, or other disorderly conduct. No person shall enter or be present in any park or in or on the Fox River while intoxicated.

(h) *Sale of alcohol beverages.*

(1) Pursuant to Wis. Stats. § 125.06(6), fermented malt beverages may be sold by city officers or employees in any city park under such terms and conditions as authorized by the board.

(2) Other than as provided above, alcohol beverages may be sold only pursuant to a private vendor permit granted under subsection (j) of this section.

(i) *Carry-in of alcohol beverages.*

(1) Subject to restrictions adopted by the board, beer/wine may be brought to and consumed in public parks.

(2) Notwithstanding the foregoing, no person shall bring or in any way carry-in any alcohol beverages onto the fairgrounds during the annual county fair.

(3) No person shall possess intoxicating liquor (excluding wine) in any park without first obtaining official permit therefor from the director. This subsection shall not apply to the sale and possession of intoxicating liquor (excluding wine) vended pursuant to a private vendor permit issued under this section, provided the sale and possession of such intoxicating liquor takes place within the time and location parameters of the permit.

(4) The director may order an individual or groups of individuals to discontinue consuming alcohol beverages in any public park and to remove such alcohol beverages from the public parks if the director has reason to believe that the presence and consumption of beer/wine in the public park is detrimental to

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the purposes of the public park.

(j) *Private vendor permits.*

(1) *Intent and purpose.* It is hereby declared to be the policy of the city and the board to enhance the use and enjoyment of city park and recreational areas by allowing the private vending of goods and services within such areas along the terms and conditions of this policy. This policy shall not apply to:

a. Goods or services offered for sale or provided by the city;

b. Goods or services offered for sale by bona fide city service clubs or charitable organizations in conjunction with authorized use of city park locations.

(2) *Procedure.*

a. *Request for permit.* The board may issue a request for proposals (RFP) for the vending of goods or services in city park. Additionally, any person wishing to vend goods or services in any city park shall submit an application for a vending permit to the director on or before December 1 for the following year. All proposals shall identify:

1. Name of applicant;

2. Type of vending activity sought/product to be sold;

3. Location where vending sought;

4. Proposed hours of operation;

5. Mode of vending (cart, vending machine, movable structure, etc.);

Note. Except for Riverwalk Fishing and Viewing Piers, no food truck vendors shall be considered for a private vendor permit unless the proposal is in response to the RFP issued by the board.

b. *Number of permits to be allowed.* No more than three private vending permits per day shall be granted by the board for any city park.

c. *Selection process.* The director shall review each application submitted and make recommendations to the board on the applications. In the event more than one complete application, per vending activity, is received from qualified applicants, the director will review the applications and make a recommendation regarding the preferred applicant to the board. Nothing herein shall require the board to grant or not grant any requested permit. The board may reject any or all applications.

(3) *Regulations.* Unless otherwise expressly provided in a permit issued by the board pursuant to an RFP issued by the board, the following regulations shall apply to private vendor permits:

a. *Annual permit.* The fee for an annual permit shall be as defined in the permit which shall be paid to the city clerk within ten days of notice of permit approval from the board. Such permit shall be issued by the director on or before February 28 of each year, or thereafter when applied for, and shall expire one year following its issuance. The permit shall specify the location authorized and the hours of operation allowed under the permit.

b. *Liability insurance.* To hold a valid permit, the vendor must have in force adequate liability insurance and must agree to indemnify, defend, and hold the city, its employees and agents harmless against all claims, liability, loss, damage, or expense incurred by the city as the result of any injury to or death of any person or damage to property caused by or resulting from the activities for which the license is granted. As evidence of liability insurance, the applicant shall furnish a certificate of insurance, on a form acceptable to the city, evidencing the existence of commercial general liability insurance (including contractual liability) naming the city, its employees and agents as additional insureds, together with the appropriate endorsement therefor, with minimum limits of $1,000,000.00 in the aggregate. The certificate of insurance shall provide 30 days' written notice to the city upon cancellation, nonrenewal or material change in the policy. If food is to be vended, such insurance shall also include product liability insurance and comply with all requirements above.

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c. *Alcohol.* There shall be no sale of alcoholic beverages.

d. *Revocation/suspension of permit.* Revocation or suspension of permit may be ordered by the board upon cause after notice to the permittee and hearing before the board. In lieu of revocation or suspension, the board may place reasonable conditions or restrictions on the permit for the remainder of the vending year in order to effectuate the provisions of this chapter and ensure compliance by the permit holder. No condition imposed may be contrary to or inconsistent with any ordinance, regulation or statute regulating vending activities. If any permit holder fails or neglects to comply with the conditions or restrictions imposed by the board, her/his permit may be suspended or revoked as provided above.

e. *Change of address.* A vendor to whom a vending permit has been issued under this subsection shall inform the director, or his/her designee, of any change of address of the primary vendor named on the permit, in writing, if the address change occurs during the time period for which the vending license was issued.

f. *Maintenance of area.* Vendors must maintain their vending areas in a clean and hazard-free condition.

g. *Vendor only.* It is unlawful for any vendor licensed under subsection (a)(3)j of this section to permit any other person to vend at the permitted site.

h. *Park amenities.* No vendor shall be permitted to use any of the amenities, such as benches, flower planters, trees, bus shelters, kiosks, light poles or any other utility poles for display of merchandise or to attach any ropes or other vending equipment to any of the aforementioned.

i. *Obstruction of fire hydrants.* No vending equipment shall be permitted within a ten-foot radius of a fire hydrant.

j. *Signage.* Vending equipment and displays, including signage, shall be directed away from the street. In addition, merchandise shall be displayed in a manner ~~in~~ which does not draw attention ~~to it is not focused~~ from the street and which does not require or encourage prospective buyers to enter or walk upon the street in order to examine it.

k. *Vendor on site.* Except for permits issued for vending machines or other self-serve outlets, a vendor shall be present within the vending site at all times during which items are displayed or sold.

l. *Removal of vending equipment.* All vending equipment, including carts, tables, apparatus and merchandise shall be removed from the streets, sidewalks, terrace area or other vending location during times when vending is prohibited.

m. *Compliance with laws.* All vendors shall comply with all other state, federal and local laws and permit requirements, including, but not limited to, health department permits, direct seller permits, state seller's permit and the like.

n. *Enforcement.* The director, or designee authorized in writing, shall have concurrent authority with the chief of police, or designee, to enforce the above restrictions on vending. They shall further have concurrent authority to remove or cause the removal of any vending equipment or merchandise found on the street, sidewalk, terrace or other vending location in violation of these regulations.

o. *Utility connections.* Permittee shall pay all costs associated with any electric supply needs.

(k) *Nuisances.* No person shall commit any nuisance upon any portion of any park.

(l) *Refuse.* No person shall pile, deposit or place any rubbish or scatter boxes or other refuse or debris in any park. Persons using the park shall deposit all refuse in the containers provided therefor.

(m) *Park closed; entry prohibited.*

(1) Except as provided herein, all parks within the city shall be closed to the public between the hours of 11:00 p.m. and 6:00 a.m. and no person shall enter or remain upon any park property during these hours. The hours the park is closed to the public also prohibits causing or allowing the docking of any watercraft upon any city-owned boat landing except as specifically permitted by section 30-4.

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(2) Exceptions.

a. Voyager park shall be closed to the public between the hours of 11:00 p.m. and 4:00 a.m.

b. The hours of operation of the county fairgrounds shall be governed by section 30-3(5).

c. Dog parks shall be closed between the hours of sunset and 7:00 a.m.

d. The director or designee authorized in writing, may, in writing and upon request, extend the hours of operation at the community center to 1:00 a.m.

(3) The director or designee authorized in writing, may, in conjunction with the issuance of a permit under section 30-6:

a. Approve a request by permittee to charge a fee for the parking of vehicles at the event, provided that:

1. The city receives 50 percent of the net parking revenue not to exceed $2.00 per vehicle;

2. The permittee provides the director with a written parking plan and schematic for review and approval at least 30 days prior to the event.

b. Approve a request by a permittee hosting a multiple, consecutive day event, to remain in the park during closed hours, including overnight, for the purposes of security. In granting such permission, the director may impose conditions, including, but not limited to, the following:

1. Ingress and egress to areas of overnight use shall be allowed at all times;

2. No campfires, open flame, lit-charcoal or other outside burning shall be allowed;

3. The area of overnight use shall be kept neat and orderly with covered trash receptacles provided and maintained by permittee;

4. No outside display or storage of laundry is permitted;

5. No tents will be permitted;

6. All gray and black water shall be disposed of at a permitted facility.

(n) *Feeding of birds or fowl.*

(1) The feeding of birds or fowl in city parks as to create a public nuisance is hereby prohibited.

(2) If the health commissioner, or designee authorized in writing, determines that there exists upon any city park property a public health nuisance caused, in full or in part, by the feeding of birds or fowl, the health commissioner may report such finding to the board.

(3) The board may, upon receiving such report, cause such area affected to be posted with a notice that such feeding of birds or fowl is prohibited.

(4) Any person violating such posted notice may be proceeded against under chapter 78 prohibiting public nuisances.

(Code 1974, § 9.02; Code 2001, § 30-2; Ord. No. 99-15, § 1, 7-6-1999; Ord. No. 02-06, § 1, 3-5-2002; Ord. No. 05-14, § 1, 4-19-2005; Ord. No. 06-03, § 1, 1-3-2006; Ord. No. 06-32, § 1, 11-8-2006; Ord. No. 08-01, § 1, 1-15-2008; Ord. No. 09-10, § 2, 4-21-2009; Ord. No. 11-08, §§ 1—3, 4-6-2011; Ord. No. 12-12, § 1, 6-6-2012; Ord. No. 13-17, §§ 13, 15, 8-20-2013; Ord. No. 17-05, § 1, 3-7-2017; Ord. No. 17-23, § 1, 12-5-2017; Ord. No. 19-01, § 1, 1-2-2019; Ord. No. 19-02, §§ 1, 2, 1-15-2019)

Sec. 30-3. Traffic in park.

The following traffic regulations apply in the parks of the city:

(1) The provisions of the traffic regulations of this Code apply in the public parks.

(2) No motor vehicle shall be driven in any park except upon drives provided for that purpose and at no greater rate of speed than 15 miles per hour.

(3) All posted notices directing and controlling traffic in the park shall be observed and obeyed.

(4) No person shall park any vehicle in a park, on a boulevard or a parkway except in the places designated

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therefor by the city unless permitted to do so by an official of the city on duty.

(5) No person shall operate or park a vehicle in any park of the city between the hours of 11:00 p.m. and 6:00 a.m., except the following:

a. Vehicles may be operated through the park known as the county fairgrounds at any hour;

b. Vehicles may be parked in the park known as the county fairgrounds upon registering the vehicle with the city police department or the caretaker of the county fairgrounds, but the police department of the city may order such vehicle to be moved from the county fairgrounds if they have any reason to believe the vehicle is parked for immoral or illegal purposes or for the purposes not in keeping with the purpose of the park;

c. Motor vehicles shall be permitted to be in the public parks of the city while engaged in organized recreational or educational activities and with the consent of the director of parks and recreation.

(6) No motorized scooter shall be operated in any city park.

(Code 1974, § 9.03; Code 2001, § 30-3; Ord. No. 03-29, § 3, 11-4-2003)

Sec. 30-4. Operation of boats.

(a) *Applicability.* The provisions of this section shall, so far as applicable, regulate the operation of all boats and other watercraft on all that part of the Fox River lying within the corporate boundaries of the city.

(b) *State statutes adopted.* Wis. Stats. §§ 30.50—~~30.63 and Wis. Stats. §§ 30.64—~~30.71 inclusive are hereby adopted by reference and made a part of this section as if fully set forth in this subsection. Any act required to be performed or prohibited by such statutes incorporated in this subsection by reference are required or prohibited by this section.

(c) *Activity near and in locks.* The operator of every boat or other watercraft approaching or traveling through the U.S. Army Corps of Engineers Lock and Dam, located north of the Claude Allouez Bridge, shall operate such craft in accordance with the specific directions of the U.S. Army Corps of Engineers Lock Master, the system established to regulate approach to, and passage through, such locks. Operators shall cause all boats or other watercraft to enter, remain in and leave such locks bow first. No boat or watercraft shall unreasonably obstruct access or other craft to the lock.

(d) *Operation near dam.*

(1) *Upstream (south).* No person shall operate any boat or other watercraft within 500 feet upstream (south) of the De Pere Dam except for passing into or through the lock system and lock lagoon or while operating within 25 feet of the west shore of the Fox River.

(2) *Downstream (north).* That part of the Fox River lying south of the northernmost extremity of the Claude Allouez Bridge abutments and north of the De Pere Dam is hereby designated a restricted area as set forth in Wis. Stats. § 30.68(7). Such area shall be marked with regulatory markers as set forth in Wis. Stats. § 30.74(2)(b). No person shall operate or cause to be operating any boat or other watercraft within such restricted area.

(e) *Speed restrictions.* No person shall operate a boat or other watercraft at a speed in excess of slow-no-wake speed while traveling through the U.S. Army Corps of Engineers Lock and Dam Raceway or within 100 feet of the south shoreline of Voyageur Park, the docking facilities located at such park or any city board ramping facility.

(f) *Littering waters.* No person shall deposit, place or throw from any boat, raft, pier, platform or similar structure, any cans, paper, bottles, debris, refuse, garbage, solid or liquid waste into the water of the Fox River.

(g) *Boat dockage.*

(1) *Facilities for public use.* The city's dock facility, including dockage along the walls of the park abutting the Fox River, shall be provided to the public at no charge. The city shall not accept reservations for any dock space, nor shall any persons be given priority in the use of boat docking space. Any person leaving any dockage area within the park with their boat or other watercraft shall not attempt to block or

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otherwise reserve any docking space therein for future use.

(2) *Docking limits.* No person shall use any facilities within Voyageur Park for the purposes of docking or securing any boat or other watercraft for more than a total of six hours in the aggregate in any day during the hours in which the park is open to the public. Nothing contained in this subsection shall be construed as permitting the docking or securing of any boat or other watercraft during the hours of 11:00 p.m. each day to 4:00 a.m. the succeeding day, as expressly prohibited by section 30-2(m)(1).

(3) *Waiver.* The board of park commissioners may authorize the director of parks to waive the provisions of subsections (g)(1) and (2) of this section, and section 30-2(m)(1) on a temporary and limited basis, to authorize boat dockage under certain circumstances as may be delineated by written policy of such board.

(h) *Permit required.* No person or owner of a motor vehicle as defined at Wis. Stats. § 340.016 shall use a public boat landing in the city unless such person has obtained and displays a valid daily or annual boat ramp user permit as provided in this subsection (h).

(1) *Annual permit purchase.* Annual permits may be purchased at the office of the city clerk in city hall or at the office of the director of parks and recreation in the Municipal Service Center on weekdays during normal business hours. Such permits shall be valid from date of purchase until December 31 of the year of purchase.

(2) *Daily permit purchase.* Daily permits may be purchased at the launch sites using the form and collection box located at the sites. A daily permit shall only be valid at the launch site where the permit was purchased for the date of the purchase.

(3) *Fee for permit.* The fee for the permit shall be established by resolution.

(4) *Receipt to constitute payment.* Receipt for payment of either a daily or annual permit shall constitute the permit for the purposes of this section. The annual receipt shall be displayed prominently on the lower left-hand front windshield of the motor vehicle used for launching from the respective boat ramps. The daily receipt shall be displayed prominently on the lower left-hand front windshield of the motor vehicle used for launching from the respective boat ramps. All permits shall remain on display for the entire time the motor vehicle is on the premises of the boat ramp.

(5) *Use of daily permit.* Upon purchase of a daily permit, the date of the purchase shall be clearly marked on the appropriate portion of the receipt to be used as a permit. Failure to clearly and legibly enter such date, any attempt to alter the date, or use the permit on a date other than that properly entered on the permit shall constitute a violation of this section.

(6) *County-wide permit system.* Current and valid annual permits issued through the authority of the county or the City of Green Bay shall be treated as city permits for the purposes of this section.

(7) *Parking at launch sites.* It shall be unlawful for the registered owner of any motor vehicle to suffer or permit the parking of a motor vehicle, which was used to launch a boat under this section, in the vicinity of the boat ramp without first obtaining and posting a permit in compliance with this section. For the purposes of this section, any motor vehicle which has a boat trailer or any boat carrying device attached thereto and which vehicle is parked in the vicinity of the boat ramp shall be presumed to have launched a boat under this section.

(8) *Parking violations.* A violation of subsection (h)(7) of this section shall be enforced pursuant to the procedures and subject to the penalties of Wis. Stats. § 43.03(5) as a general parking violation. All other violations hereof shall be punished as a municipal forfeiture as determined by resolution of the common council, plus costs and assessments required by law.

(9) *Exceptions.* The permit and parking requirements of this section shall not apply to federal, state or local officers, employees or agents who are engaged in the performance of their official duties, which duties require the launch of a boat at a city boat ramp.

(i) *Use of boat landing.* No person shall use a public boat landing in the city for a period in excess of ten minutes. The director of parks and recreation or his or her subordinates and the members of the police department shall direct and control the use of the boat landings, and all persons using the same shall obey the orders of the

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officials. No person shall stop, park or let standing any vehicle, or operate a boat in the Fox River, so as to interfere with the ingress and egress of boats into or out of the Fox River to and from public boat landings.

(j) *Boat launch and docking hours at Fox Point and Bomier Street/Fox River Drive Boat Launches.* The Fox Point and Bomier Street/Fox River Drive Boat Launches shall be open between the hours of 4:00 a.m. through 11:00 p.m. After 11:00 p.m., boats may be retrieved but not launched from either of such facilities. Overnight docking at either of the above-mentioned facilities is prohibited.

(Code 1974, § 9.04; Code 2001, § 30-4; Ord. No. 13-17, § 15, 8-20-2013; Ord. No. 14-20, § 1, 12-16-2014)

Sec. 30-5. Use of city boat ramps and docking facilities.

(a) *Purpose.* The city operates and maintains boat landing and docking facilities as a public service. The boating activity within the areas of such facilities is substantial, and the public safety and welfare requires that the use of the property be regulated in such a manner that accidents between persons using boats in the area and persons desiring to enter the water for swimming purposes may be prevented. Because the primary intended purpose of the boat docking and ramp facilities is related to the landing and docking of boats, the regulations of this section are enacted to avoid the inherently dangerous situation created by mixed recreational use of the facilities.

(b) *Swimming and wading.* Except to the extent necessary for the safe and proper launching or landing of a boat or other water vehicle, no persons shall enter or remain in the Fox River from the shoreline within 100 feet of any public boat ramp or docking facility owned or operated by the city or from any such dock or boat ramp facility for the purpose of swimming or wading. This section is intended to prohibit recreational swimming and other recreational activities not directly associated with the launch of a watercraft.

(c) *No vehicles on docks.* No person shall operate, use or otherwise be present upon any motorcycle, bicycle, unicycle or other toy vehicle, including, without limitation by enumeration, skateboards, roller skis and roller skates on any public dock or boat ramp owned or operated by the city.

(d) *Water skiing.* Wis. Stats. § 30.69(3) is adopted in this subsection by reference. No boat which is towing persons engaged in water skiing, aquaplaning or other similar activities shall engage in such activity within 100 feet of a public boat landing or dock.

(e) *Park department to post signs.* The park department shall erect and maintain appropriate signs upon such property advising the public of the regulations of this section.

(Code 1974, § 9.041; Code 2001, § 30-5)

Sec. 30-6. Use of park by private and public groups.

The director of parks and recreation shall permit the use of parks for recreational activities according to the rules and regulations of the board of park commissioners. The director of parks and recreation may lease or permit to be used the public parks for private or public groups restricting the use of the park or portions of the park to the group. The leasing of the park known as the county fairgrounds to the Northeastern Wisconsin Fair Association shall be approved by the council.

(Code 1974, § 9.05; Code 2001, § 30-6)

Sec. 30-7. Duties of police.

It shall be the duty of the police department and its officers to enforce this chapter and the park rules and regulations of the board of park commissioners under the direction of the mayor and common council. No person shall resist or in any way interfere with any police officer, director or park employee or their subordinates in the discharge of his or her duty or hinder or prevent any of them from discharging his duty in any park or on the waters of the Fox River. It shall also be the duty of all persons in the park or on the waters of the Fox River when called upon by any of such officials to promptly heed and assist such officer in the discharge of his or her duty. Any person failing to aid in the assistance of such official when called upon to do so shall be in violation of this section.

(Code 1974, § 9.06; Code 2001, § 30-7; Ord. No. 13-17, § 15, 8-20-2013)

Sec. 30-8. Forestry and city forester.

(a) *Intent and purpose.*

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(1) Having determined that a well-managed urban forest provides many benefits to the city, its residents and visitors, it is hereby declared to be the policy of the city to regulate and control the planting, removal, maintenance, and protection of trees and shrubs upon or in all public areas of the city in order to:

a. Promote and enhance the aesthetics and general welfare of the city.

b. Eliminate and guard against dangerous conditions which may result in injury to persons using the public areas of the city.

c. Prevent damage to any public sewer, water main, street, sidewalk, or other public property.

d. Protect trees and shrubs in public areas from undesirable and unsafe planting, removal, maintenance and protection practices.

e. Protect trees and shrubs from the damaging effects of construction, alteration or repair of utility facilities and other improvements in any public area.

f. Guard all trees and shrubs both public and private, within the city against the spread of disease, insects, or other pests.

(2) The provisions of this section shall apply to trees and shrubs planted in or upon any public area; and to all trees and shrubs planted in or upon any private premises which shall endanger the life, health, or safety of persons or property.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

~~*City* means the City of De Pere.~~

City forester means the person duly designated by the city, or his/her designee, authorized to perform inspections or otherwise enforce the provisions of this chapter.

Clear-vision triangle means a triangle shaped zone formed by the existing or proposed curb lines of two or more intersecting streets, roads, or alleys and a third line connecting said curb lines at a distance of 30 feet in each direction from the point of curb line intersection. A clear-vision triangle provides vehicular traffic with an unobstructed view of cross traffic at intersections.

Commission means the board of park commissioners of the city as set forth under section 30-1 and Wis. Stats. § 27.08.

Maintenance and protection includes all operations of pruning, spraying, injecting, fertilizing, treating, bracing, cabling and cutting any tree or shrub above or below ground.

Permit means written permission from the city forester to perform maintenance and protection on any public tree or shrub or do construction (as defined in section 30-9) in the vicinity of any public tree or shrub. Any permit may include specifications that shall be complied with and any special provisions applicable to the purpose of the permit.

~~*Person* shall mean any individual, firm, partnership, association, corporation or government entity.~~

Public way means and includes all public streets, roads, boulevards, median strips, alleys, terraces and sidewalks.

Public area means and includes all public ways, parks, and other lands owned, controlled, or leased by the city.

Public nuisance means any tree or shrub or part thereof which by reason of its condition and location has been declared to be a public nuisance under chapter 78.

Public trees and shrubs means any tree or shrub as herein defined, presently or hereafter planted in or upon any public area.

Shrub means a woody plant usually with multiple stems branched at or near the base, reaching a height of less than 12 feet.

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Street tree means any public tree presently or hereafter located in the public way between the curb and public sidewalk, or between the curbs of a median strip, or in the equivalent location with respect to future curb, sidewalk or median strips where such curbs or sidewalk are not yet installed.

Topping, also known as heading, hat-racking, dehorning or rounding over means the cutting of large-diameter branches at a point between lateral shoots thereby leaving stubs, and resulting in substantial size reduction and destruction of the natural form and shape of a mature tree.

Tree means a woody plant usually with a single stem unbranched at the base, reaching a height of 12 feet or more.

Tree protection zone means a zone of protected space surrounding any public tree extending from the topmost branch or leader downward to a distance of 36 inches below the surrounding ground surface level. The radial dimension from the center of the tree to the outermost horizontal limit of the zone is determined by the diameter of said tree as measured at 4 1/2 feet above ground surface level and is further defined in the City of De Pere Arboriculture Specifications Manual as adopted in section 30-3. See figure 1.

[GRAPHIC - Figure 1]

(c) *Standards and specifications.*

(1) The following documents, each in its entirety, are hereby adopted and made a part of this section:

a. City of De Pere Arboriculture Specifications Manual, May 2005, including all amendments thereto.

b. ANSI A300 American National Standard for Tree Care Operations, Tree, Shrub and Other Woody Plant Maintenance, Standard Practices parts 1 (Pruning Standard) (2001), 2 (Tree Fertilization Standard) (2004), 3 (Support Systems Standard) (2000) and 4 (Lightning Protections Systems Standard) (2002), including all amendments thereto.

c. ANSI Z60.1 American Standard for Nursery Stock, 2004, including all amendments thereto.

d. ANSI Z133.1 Pruning, Repairing, Maintaining, and Removing Trees, and Cutting Brush, Safety Requirements, 2000, including all amendments thereto.

e. Guide for Plant Appraisal, 2000, ninth edition, including all amendments thereto.

(d) *City forester.*

(1) *Powers and duties.* The city forester, subject to the direction and supervision of the director of parks, recreation and forestry and the board of park commissioners, shall have the following general powers and duties:

a. To direct, manage, supervise, and control the city's forestry program to include the planting, removal, pruning, maintenance, and protection of all trees and shrubs in or upon all public areas of the city.

b. To cause all permits and provisions of this section to be enforced. The city forester shall have the right to inspect all work performed pursuant to such permits. If the city forester finds that the work performed is not in compliance with the requirements of this section, the urban forestry plan, or with the regulations or standards of the Arboricultural Specifications Manual, the city forester shall provide notice of his/her finding to the permit applicant. This notice shall give the city forester the authority to order permitted work to cease until forester and permittee can discuss and make any corrections needed.

c. To guard against the spread of plant diseases, insects or pests; to eliminate conditions which may endanger the life, health, or safety of persons or property.

d. To inform the public concerning the forestry program and tree and shrub care. The city forester shall make available to any interested party copies of the materials referenced in subsection (c) of this section. The city forester shall, upon request by the owner or occupant of private property, examine and recommend the proper care or treatment of trees or shrubs, to be affected by the owner at his or her expense.

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e. To implement and direct a city urban forestry management plan.

f. Such other powers and duties as are provided by the laws of the state.

(2) *Authority to preserve and remove public trees and shrubs.* The city forester shall have the authority to plant, remove, maintain, and protect all public trees and shrubs or cause such work to be done as may be necessary to preserve the beauty of public areas, and to protect life and property.

(3) *Authority to enter private premises for public nuisances as defined in chapter 78.* The city forester shall have all powers and duties to inspect and abate public nuisances as set forth in chapter 78. The city forester shall have the authority to enter upon private property with the consent of the property owner. Nothing herein shall prevent the forester from seeking to obtain a special inspection warrant under Wis. Stats. § 66.0119 as provided therein.

(e) *Public nuisances, declaration and abatement.* ~~Public nuisances prohibited.~~ No person shall permit any public nuisance as defined in chapter 78 to remain in or upon any premises owned or leased by that person within the city.

(f) *Prohibited acts regarding public trees and shrubs.*

(1) *Injury to public trees and shrubs prohibited.* No person shall, without written permission from the city forester, do or cause to be done any of the following:

a. Secure, fasten, or run any rope, wire, sign, electrical installation or other device or material to, around or through any public tree or shrub or to the guard or stake intended for the protection of such trees except in an emergency such as a storm or accident. Operators of amateur radios or other emergency communication systems may request permission to make attachments to such trees. Such request shall be sent to the city forester who shall review the request in light of public safety and protection of the tree concerns. The city forester shall make a recommendation on such request to the board of park commissioners who may approve the request through a revocable occupancy permit setting forth the terms and conditions of such approval.

b. Break, injure, mutilate, deface, kill, or destroy any public tree or shrub.

c. Top or make topping cuts on any public tree.

d. Permit any toxic chemical, gas, smoke, oil, or other injurious substance to seep, drain, or be emptied upon or about any public tree or shrub. Routine winter street maintenance by proper authorities is exempt from this provision.

e. Excavate any ditch, tunnel, or trench, or lay any drive, sidewalk or other impermeable surface within the tree protection zone of any public tree or shrub.

f. Erect, alter, repair, raze, or excavate within the tree protection zone of any public tree or shrub without placing suitable guards approved by the city forester around such trees and shrubs which may be injured by such operations.

g. Remove any guard, stake, or other device or material intended for the protection or support of any public tree or shrub.

h. Place any earth fill, rock or concrete, trash, equipment or other material within the tree protection zone of any public tree or shrub that may compact or prevent the entry of air and water to the root zone.

(2) *Clear-vision triangle.* No tree, shrub, hedge or other growth exceeding 30 inches in height above the street centerline grade shall be permitted in any clear-vision triangle within the city.

(3) *Obstruction of signs, signals, travel.* All trees and shrubs located upon any public way or upon any private premises adjacent to the public way should be kept pruned so as to provide adequate clearance height above the traveled portion of a public street and/or sidewalk. The city forester may waive the provisions of this section for newly planted or naturally low-profile trees if he/she determines that they do not interfere with public travel, obstruct the light of any streetlight, obstruct the view of any traffic sign or signal, or endanger public safety.

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(g) *Planting, removal, maintenance and protection of public trees.*

(1) *Permit required.* No person shall plant, remove, maintain or protect any public tree, or cause such work to be done without obtaining a written permit from the city forester. Grass, groundcover, annuals or perennials are exempt from this section.

(2) *Application and approval.* Any person desiring to plant, remove, maintain or protect any public tree shall apply in writing to the city forester for a permit to do such work. Such application shall specify the location and description of the proposed work. If the city forester determines that the proposed work is in accordance with the purposes of this section, he/she may issue a permit to the applicant.

(3) *Permit form, expiration, compliance, and inspection.* Permits shall be issued by the city forester and shall include a description of the work to be done and shall specify the genus, species, variety, size, grade, and location of trees to be planted, if any. Any work done under such permit shall be performed in strict compliance with the terms thereof and with the specifications and standards set forth under subsection (c) of this section. The city forester shall inspect all work performed pursuant to such permit. Permits issued under this section shall specify an expiration date not to exceed six months after the date of issuance.

(4) *Permit exemptions.* No permit shall be required to water or fertilize any public tree or shrub or to take the necessary action to guard the public safety or clear the public way in the event of a storm, accident or other emergency.

(h) *Appeals from order of the city forester.* A person who receives an order from the city forester and objects to all or part thereof may, within ten days of receipt of order, notify the city forester in writing of the nature of the objection and request a conference with the city forester and director of parks, recreation and forestry. The director of parks, recreation and forestry shall schedule such a conference within ten days of receiving the request. If the person objecting to the order wishes to further appeal the results of the conference, that person may, within ten days of the conference, make a written request to appeal the order by requesting a hearing before the commission. The commission shall schedule a hearing of the appeal that will occur at the next regularly scheduled monthly meeting. Within ten days of the hearing, the commission shall notify the appellant of its decision in writing. The commission may affirm, cancel, or modify the order, at its discretion, to best conform such order to the intent of this section. The decision of the commission is final.

~~(i) *Penalties.* The provisions of section 1-11 of this Code are incorporated by reference.~~

(Code 1974, § 9.07; Code 2001, § 30-8; Ord. No. 05-40, § 1, 10-18-2005; Ord. No. 13-17, § 15, 8-20-2013)

Sec. 30-9. Trees in streets and public places.

(a) *Cutting or injuring.* Except upon the order of the city forester, it shall be unlawful for any person without a written permit from the board of park commissioners to remove, destroy, cut, break, climb or injure any tree, plant or shrub or part thereof ~~its portion~~, that is planted or growing in or upon any public highway or public place within the city; to cause or authorize or procure any persons to injure, misuse or remove, any device set for the protection of any tree, plant or shrub in or upon any public highway or public place.

(b) *Application to remove or trim trees.* Any person desiring for any lawful purpose to remove, destroy, cut, prune or treat with a view to its preservation from disease or insects, or trim any tree, plant or shrub in or upon any public highway or public place shall make application on blanks furnished by the city to perform such work. Such application must be a statement of the number and kind of trees to be trimmed, removed or treated and the kind and condition of nearest tree upon the adjoining property.

(c) *Permit to trim trees.* If, in the judgment of the city forester, the desired removing, cutting, pruning, treatment or trimming shall appear necessary and the proposed method and workmanship shall be such as such city forester approved, the city forester may thereupon issue a written permit for such work. Any work done under such written permit must be performed in accordance with the terms of the permit and under the supervision and direction of the board of park commissioners.

(d) *Discharging injurious substances.* It shall be unlawful for any person owning or using, or having control or charge of gas, chemical or the substance deleterious to tree life, to allow such gas, chemical or other deleterious

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substance to come into contact with the soil surrounding the roots of any tree, shrub or plant, in any public highway or public place in such manner as shall kill or destroy or may injure such tree, shrub or plant.

(e) *Preventing access of air and water.* It shall be unlawful for any person except with a written permit of the city forester to place or maintain upon the ground in any public highway or public place, any stone, cement or other impervious material or substance in such manner as may obstruct the free access of air and water to the roots of any tree, plant or shrub in any highway or place. Unless otherwise provided for in such written permit there must be maintained about the base of the trunk of each tree on such highway or place at least nine square feet of ground for a tree three inches in diameter one foot above the ground and for every two inches of increase of such diameter there must be an increase of at least one square foot of open ground.

(f) *Electrical wires.* It shall be unlawful for any person to cause, authorize or procure a wire or other conductor, charged with electricity, to come into contact with any tree, plant or shrub in or upon any public highway or public place in such manner as may injure, abrade, destroy or kill such trees, plants or shrubs. Every person shall, when and if the city forester determines it to be necessary in order to prune or cut down any tree growing in or upon any public highway or public place, temporarily remove any wire or wires or cut off the electricity within 24 hours after service upon the owner of such wires or his or her or its agent, of a written notice signed by the city forester to remove such wires or shut off such electricity.

(g) *Wires, ropes and attachments.* Except as provided herein, it shall be unlawful for any person to attach or keep to any tree, plant or shrub in or upon any public highway or public place or to the guard or stake intended for the protection of such trees, any rope, wires, chains, signs or other device except for the purpose of protecting it or the public. Operators of amateur radios or other emergency communication systems may request permission to make attachments to such trees. Requests for a permit to allow such attachments shall be made to the director of parks, recreation and forestry under section 106-6(b).

(h) *Animals tied to trees.* It shall be unlawful for any person to tie horses or other animals to any tree, plant or shrub in or upon any public highway or public place or for any person having charge of such horse or other animal to cause or procure it to injure any such tree, plant or shrub, or to cause or allow it to stand so that it can injure such tree or plant or shrub.

(i) *Protection of trees while building.* During the erection, repair, alteration or removal of any building or structure, it shall be unlawful for any person in charge of such erection, alteration or removal to leave any tree in or upon any public highway or public place in the vicinity of such building or structure without such good and sufficient guard or protectors as shall prevent injury to such tree arising out of or by reason of such erection, repair, alteration or removal. All moving of trees, plants and shrubs in or upon any public highway or place made necessary for the moving of a building or structure or any other purpose shall be done by the city forester or under his or her supervision at the expense of the applicant. Should such moving or replanting cause the death of such tree, plant or shrub, the applicant shall replace the same at his or her expense.

(Code 1974, § 9.08; Code 2001, § 30-9; Ord. No. 04-07, § 1, 3-2-2004; Ord. No. 13-17, § 15, 8-20-2013; Ord. No. 15-01, § 7, 1-6-2015)

Sec. 30-10. Trees overhanging streets.

(a) *Projecting branches.* Trees standing in or upon any public highway or public place and on any lot or land adjacent to any public highway or public place and having branches projecting into the public highway or place shall, under the supervision of the city forester be kept trimmed by the owner or occupant of the property in or in front of which such trees are growing so that the lowest branches shall not be less than ten feet from the ground.

(b) *Newly planted trees; exception.* The city forester may, however, allow a newly planted tree to remain untrimmed, provided that it does not interfere with persons using the sidewalk or obstruct the light of any streetlight. In case the owner or occupant shall neglect to trim such tree, it shall be the duty of the city forester to cause the trimming to be done and the cost therefor to be collected from such owner.

(Code 1974, § 9.09; Code 2001, § 30-10)

Sec. 30-11. Planting trees on streets.

(a) *Permit required.* It shall be unlawful for any person to plant or set out any tree or cause or authorize or

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procure any person to plant or set out any tree in or upon any part of any public highway or public place without first obtaining from the city forester a written permit so to do and without complying in all respects with the conditions set forth in such written permit and with the provisions of this section. All applications for such permit shall be made on blanks furnished by the board of park commissioners and shall describe the work to be done and the variety, size and precise location of each tree.

(b) *City forester investigation.* After the receipt of such an application, the city forester or his or her representative shall investigate the locality where the tree is to be placed and shall grant a permit only if, in his or her judgement, the location is such as to permit the normal growth and development of the tree. Such permit shall specify the location, variety and grade of tree, and the method of planting, including among other things, the supplying of suitable soil. The permit shall be good only for the season stated. No charge shall be made for the permit.

(c) *Over 25 trees.* Before any permit shall be granted for planting more than 25 trees on any one permit, the city forester may request from the applicant a detailed declaration of intentions either in the form of a planting plan or a written statement in duplicate.

(d) *Planting plan.* All planting plans shall be drawn on tracing cloth in ink. One copy of each plan or statement of intention shall, when approved by the city forester, be returned to the applicant, and the other copy shall be kept on file by the city forester. All planting plans shall show accurately:

(1) The proposed street width together with the subdivision of pavement, curb, gutter, parking strip and sidewalk areas to a definite indicated scale.

(2) The proposed locations of each and every planting, together with the location of each existing feature within the proposed street line with scaled relation to other features of the plan.

(3) The variety of every tree proposed to be planted and of those already existing within the proposed tree lines, either indicated on the plans or referenced with a number to key list.

(4) The distance between trees in any one row in feet.

(5) The nature of the soil in the planting space, to a depth of three feet and all existing and proposed surface or subsoil drainage system.

(e) *Statement in lieu of plan.* A statement filed in lieu of a planting plan shall contain the same information as required in the plan.

(f) *Size of trees.* Trees must not be less than one inch in diameter of trunk one foot above the ground. All trees from one to three inches in diameter of trunk one foot above the ground must be protected and supported by tree guards. When guarded with one stake only, the stake must be toward the prevailing wind, and no tree shall hereafter be planted at the intersection of two or more streets or within 20 feet of such intersection.

(g) *Prohibited trees.* No trees except hardwood trees which are not fruit bearing, nut bearing or berry bearing shall be planted in or upon the public highways within the city.

(h) *Cutting down trees.* In cutting down trees the trees must be cut to within one inch of the surface of the ground surrounding the tree. All cuts above one inch in diameter must be waterproofed.

(i) *Planting.* Trees shall be planted at least 40 feet apart except when a special permit is obtained from the city forester. No tree shall be planted where the soil is too poor to ensure the growth of such tree unless the owner excavates a suitable hole of not less than 36 cubic feet and replaces the material removed with suitable loam or soil. No tree shall be planted nearer than three feet from the curb line or outer line of the sidewalk unless a special permit is granted by the city forester. No tree shall be planted on any street except of the variety selected by the park board for that street.

(Code 1974, § 9.10; Code 2001, § 30-11; Ord. No. 13-17, § 15, 8-20-2013)

Sec. 30-12. Preservation and removal of trees.

The board of park commissioners shall have the right to plant, trim, spray, preserve and remove trees, plants and shrubs within the lines of all streets, alleys and public grounds, as may be necessary to ensure safety or preserve symmetry and beauty of such public grounds.

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(Code 1974, § 9.11; Code 2001, § 30-12)

Sec. 30-13. Tree injurious to sewers.

(a) *Notice.* If the city forester shall find, on examination, any private or public premises infested with injurious insects or plant diseases or if any tree, shrub or plant upon a private premises shall endanger the public or shall be injurious to sewers or other public improvements, he or she shall notify the owner or person having charge of such premises to the effect of same, and such person shall, within ten days after such notice, cause the removal and destruction of such trees to be treated or trimmed as directed in the notice. No damage shall be awarded to the owner for the destruction of trees pursuant to this section.

(b) *Noncompliance; lien for expenses.* In case the owner or person in charge shall refuse or neglect to comply with the terms of the notice within ten days after receiving it, the board of park commissioners may proceed to treat, trim or destroy the infested or infected tree, shrub or plant. The expense shall be a charge upon the real property on or in front of which such tree shall be located.

(Code 1974, § 9.12; Code 2001, § 30-13; Ord. No. 13-17, § 13, 8-20-2013)

Sec. 30-14. Charge for caring for trees.

(a) *Assessment.* The entire cost of protecting, trimming, spraying, planting, renewing and removing the trees and shrubs in front of or on any lot or parcel of land abutting on a street, may be chargeable to and assessed upon such lot or parcel of land.

(b) *Account to be kept.* The board of park commissioners shall keep an account of the cost of planting, protecting, renewing, removing, trimming, spraying and caring for trees and shrubs in front of or on each lot or parcel of land abutting on any street, and prior to November 10 in each year shall make a report to the clerk of all work done for which assessments are to be made stating and certifying the description of lot or parcels of land abutting on a street in which any such work shall have been done and the amount chargeable to each piece of property. The clerk, at the time of making the annual report to the council of the lots or parcels of land subject to special assessment, shall include therein the lots or parcels of land so reported during the preceding year.

(c) *Amounts chargeable as lien.* The amounts reported to the council shall be levied on lots or parcels of land, respectively, to which they are chargeable and shall constitute a lien thereon and shall be collected by the city. The board shall advance out of the proper fund sufficient money for doing the work, and the special assessments shall be credited to such fund of the city and shall not be diverted or used for any other purpose.

(Code 1974, § 9.13; Code 2001, § 30-14)

Sec. 30-15. Interference with board and employees.

It shall be unlawful for any person to prevent, delay or interfere or cause or authorize or procure any interference or deal with the board of park commissioners or any of their employees or agents while they are working on any tree, plant or shrub in any public highway, public place or upon any private grounds.

(Code 1974, § 9.14; Code 2001, § 30-15)

Sec. 30-16. Enforcement.

It shall be the duty of the city forester to enforce the provisions of sections 30-9 through 30-15 and the rules and regulations of the board of park commissioners relating thereto.

(Code 1974, § 9.16; Code 2001, § 30-16)

Sec. 30-17. Parks ban and appeals.

(a) *Policy.* The board of park commissioners shall establish a parks ban and appeal policy. This policy shall prohibit certain behavior within city parks and establish a procedure for banning individuals who violate the policy from city parks.

(b) *Appeals.* Any person subject to a ban under the policy established in subsection (a) of this section shall have the opportunity to appeal the ban to the director of parks and recreation. Any decision of the director may be appealed to the board of park commissioners. The procedure for an appeal shall be detailed in the policy established in subsection (a) of this section.

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(c) *Penalty.* Any person who violates a ban issued pursuant to the policy established in subsection (a) of this section shall be subject to a forfeiture as established by resolution of the common council.

(Code 2001, § 30-17; Ord. No. 21-05, § 1, 4-7-2021)

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Chapter 38

HISTORIC PRESERVATION

Sec. 38-1. Purpose and intent.

It is declared a matter of public policy that the protection, enhancement, perpetuation and use of improvements or sites of special character or special architectural or historic interest or value is a public necessity and is required in the interest of the health, prosperity, safety, and welfare of the people. The purpose of this section is to:

(1) Effect and accomplish the protection, enhancement, and perpetuation of such improvements, sites, and districts which represent or reflect elements of the city's cultural, social, economic, political, and architectural history.

(2) Safeguard the city's historic and cultural heritage as embodied and reflected in such historic structures, sites, and districts.

(3) Foster civic pride in the notable accomplishments of the past.

(4) Stabilize and improve property values.

(5) Protect and enhance the city's attractions to residents, tourists, and visitors, and serve as a support and stimulus to business and industry.

(6) Improve and enhance the visual and aesthetic character of the city.

(7) Educate the public regarding the need and desirability of a city historic preservation program and its enhancement of the quality of life.

(Code 1974, § 11.01; Code 2001, § 38-1; Ord. No. 02-01, § 1, 1-2-2002)

Sec. 38-2. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Certificate of appropriateness means the certificate issued by the commission approving alteration, rehabilitation, construction, reconstruction, or demolition of an historic structure, historic site, or any improvement in an historic district.

Commission means the historic preservation commission created under this chapter.

Historic district means an area designated by the common council, on recommendation of the commission, which contains two or more historic improvements or sites.

Historic site means any parcel of land of historic significance due to a substantial value in tracing the history or prehistory of humans, or upon which an historic event has occurred, and which has been designated as an historic site under this section, or an improvement parcel, or part thereof, on which is situated an historic structure and any abutting improvement parcel, or part thereof, used as and constituting part of the premises on which the historic structure is situated.

Historic structure means any improvement which has a special character or special historic interest or value as part of the development, heritage, or cultural characteristics of the city, state, or nation, and which has been designated as an historic structure pursuant to the provisions of this chapter.

Improvement means any building, structure, place, work of art, or other object constituting a physical betterment of real property, or any part of such betterment, including streets, alleys, sidewalks, curbs, lighting fixtures, signs, and the like.

Improvement parcel means the unit of property which includes a physical betterment constituting an improvement and the land embracing the site thereof and is treated as a single entity for the purpose of levying real estate taxes; provided, however, that the term "improvement parcel" also includes any unimproved area of land

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which is treated as a single entity for such tax purposes.

(Code 1974, § 11.02; Code 2001, § 38-2; Ord. No. 02-01, § 1, 1-2-2002)

Sec. 38-3. Historic preservation commission; composition.

An historic preservation commission is created, consisting of seven members. Of the membership, if available in the community, one shall be a registered architect; one shall be an historian; one shall be a licensed real estate broker; one shall be a councilmember; and three shall be citizen members, one of which must reside within an historic district. Each member shall have, to the highest extent practicable, a known interest in historic preservation. The mayor shall appoint the commissioners subject to confirmation by the common council. Of the initial members so appointed, two shall serve a term of one year, two shall serve a term of two years, and three shall serve a term of three years. Thereafter, the term for each member shall be three years.

(Code 1974, § 11.03; Code 2001, § 38-3; Ord. No. 02-01, § 1, 1-2-2002)

Sec. 38-4. Historic structure, historic site and historic district designation criteria.

(a) For the purposes of this chapter, an historic structure, historic site, or historic district designation may be placed on any site, natural or improved, including any building, improvement, or structure located thereon, or any area of particular historic, architectural, archeological, or cultural significance to the city, such as historic structures, sites, or districts which:

(1) Exemplify or reflect the broad cultural, political, economic, or social history of the nation, state, or community;

(2) Are identified with historic personages or with important events in national, state, or local history;

(3) Embody the distinguishing characteristics of an architectural type or specimen inherently valuable for a study of a period, style, method of construction, or of indigenous materials or craftsmanship;

(4) Are representative of the notable work of a master builder, designer, or architect who influenced his or her age; or

(5) Have yielded, or may be likely to yield, information important to prehistory or history.

(b) The commission may adopt specific operating guidelines for historic structure, historic site, and historic district designation providing such are in conformance with the provisions of this chapter.

(Code 1974, § 11.04; Code 2001, § 38-4; Ord. No. 02-01, § 1, 1-2-2002; Ord. No. 13-17, § 15, 8-20-2013)

Sec. 38-5. Powers and duties of commission.

(a) *Designation nomination and recommendation.* The commission shall have the power to nominate and to recommend to the common council that the Council approve local historic structure, site and district designations, subject to the procedures of section 38-6. Such designation recommendation shall be made based on the criteria set forth in section 38-4. If designated by the council, such historic structures, sites, and districts shall be subject to all the provisions of this chapter.

(b) *Regulation of construction, reconstruction, alteration, and demolition.*

(1) No owner or person in charge of an historic structure, historic site, or structure within an historic district shall reconstruct, alter, or demolish all or any part of the exterior of such property or construct any improvement upon such designated property or properties, or cause or permit any such work to be performed upon such property, or demolish such property unless a certificate of appropriateness has been granted by the historic preservation commission. Unless such certificate has been granted by the commission, the building inspector shall not issue a permit for any such work.

(2) Upon filing of any application for a certificate of appropriateness with the commission, the commission shall approve the application unless:

a. In the case of a designated historic structure or historic site, the proposed work would detrimentally change, destroy, or adversely affect any exterior architectural feature of the improvement or site upon which said work is to be done;

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b. In the case of the construction of a new improvement upon an historic site or within an historic district, the exterior of such improvement would adversely affect or not harmonize with the external appearance of other neighboring improvements on such site or within the district;

c. In the case of any property located in an historic district, the proposed construction, reconstruction, exterior alteration, or demolition does not conform to the purpose and intent of this chapter and to the objectives and design criteria of the historic preservation plan for said district;

d. The building or structure is of such architectural or historical significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of the city and state;

e. The building or structure is of such old and unusual or uncommon design, texture, and/or material that it could not be reproduced without great difficulty and/or expense;

f. Except as provided herein, in the case of a request for the demolition of a deteriorated building or structure, any hardship or difficulty claimed by the owner is self-created or is the result of any failure to maintain the property in good repair. Upon the request for a demolition permit for a structure determined to be unfit for human habitation, occupancy, or use by any authorized public official or agency, the commission may defer the granting of approval for a period of up to six months from the time of such application, during which time the commission and the property owner shall undertake serious and continuing discussions for the purpose of finding a method to save such property. During such period, the property owner and the commission shall cooperate in attempting to avoid demolition of the property. At the end of this six-month period, if no mutually agreeable method of saving the subject property bearing a reasonable prospect of eventual success is under way, or if no formal application for funds from any governmental unit or nonprofit organization to preserve the subject property is pending, the building inspector may issue the permit to demolish the subject property without the approval of the commission. If such mutually agreeable method for saving the subject property is not successful or no such funds to preserve the subject property have been obtained and available for disbursement within a period of two months following the end of such six-month period, the building inspector may issue the permit to demolish the subject property without the approval of the commission.

(3) In addition, in determining whether to issue a certificate of appropriateness, the commission shall consider and may give decisive weight to any or all of the following standards:

a. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

b. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

c. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

d. Most properties change over time. Those changes that have acquired historic significance in their own right shall be retained and preserved.

e. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

f. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

g. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, is undertaken using the gentlest means possible.

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h. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures is undertaken.

i. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

j. New additions and adjacent or related new construction is undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

(4) If the commission determines that the application for a certificate of appropriateness and the proposed changes are consistent with the character and features of the property or district and with the above guidelines, it shall issue the certificate of appropriateness. Upon the issuance of such certificate, the building permit shall then be issued by the building inspector. The commission shall make this decision within 45 days of the filing of the application. Failure of the commission to act upon a request for a certificate of appropriateness within 45 days shall result in the issuance of such certificate.

(5) Agencies of the city and all public utility and transportation companies undertaking projects affecting historic structures, historic sites, or historic districts shall be required to obtain a certificate of appropriateness prior to initiating any changes in the character of street paving, sidewalks, utility installations, lighting, walls, fences, structures, and buildings on property, easements, or streets owned or franchised by the city.

(6) The issuance of a certificate of appropriateness shall not relieve the applicant from obtaining other permits and approvals required by the city. A building permit or other municipal permit shall be invalid if it is obtained without the presentation of the certificate of appropriateness required for the proposed work. Insofar as they are applicable to an historic structure, historic site, or improvement in an historic district designated under this section, any provision of the plumbing code, electrical code, or building or housing of the city shall apply unless waived by the appropriate state or city officials. The commission may support or propose such waivers before the appropriate state or city appeals body.

(7) Compliance with certificates of appropriateness shall be started within 12 months after the issuance of the certificate, and the work shall conform to the provisions of the certificate. The city may inspect the work during and after construction in order to assure compliance. Failure to comply with a certificate of appropriateness or failure to obtain a certificate of appropriateness shall be a violation of this section. In addition to other penalties and remedies, the city shall issue a stop work order, and all work shall cease on the designated property. No additional work is undertaken as long as such stop work order shall continue in effect.

(8) Ordinary maintenance and repairs may be undertaken without a certificate of appropriateness provided the work involves repairs to existing features of an historic structure or site, or the replacement of elements of a structure with pieces identical in appearance, and, provided that the work does not change the exterior appearance of the structure or site and does not require the issuance of a building permit.

(c) *Appeals.* Should the commission deny a certificate of appropriateness due to the failure of the proposal to conform to the guidelines, the applicant may appeal such decision to the common council within 30 days. In addition, if the commission denies a certificate of appropriateness, the commission shall, with the cooperation of the applicant, work with the applicant in an attempt to obtain a certificate of appropriateness within the guidelines of this chapter.

(d) *Recognition of historic structures, sites, and districts.* At such time as an historic structure, site, or district has been properly designated, the commission may cause to be prepared and erected on such property, at city expense, a suitable plaque declaring that such property is an historic structure, site, or district. Such plaque shall be so placed as to be easily visible to passing pedestrians. The plaque shall state the accepted name of the historic property, the date of its construction, and other information deemed proper by the commission.

(e) *Other duties.* In addition to those duties already specified in this section, the commission shall:

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(1) Work for the continuing education of the citizens about the historical heritage of the city and the historic properties designated under the provisions of this chapter.

(2) Cooperate with the state historic preservation officer and the state historic preservation review board in attempting to include such properties hereunder designated as landmarks or landmark sites, or historic districts in the National Register of Historic Places and the state register of historic places.

(3) As it deems advisable, receive and solicit funds for the purpose of historic preservation in the city. Such funds shall be placed in a special city account for such purpose.

(Code 1974, § 11.05; Code 2001, § 38-5; Ord. No. 02-01, § 1, 1-2-2002; Ord. No. 16-23B.2.0, § 1, 11-1-2016)

Sec. 38-6. Procedures.

(a) *Designation of historic structures and historic sites.*

(1) The commission may nominate the designation of historic structures and sites, after notification to the property owners of the subject property, by conducting a public hearing thereon. Notice of the public hearing shall be published as a Class 1 notice under state statutes. At least ten days prior to such hearing, the commission shall notify, by first class mail, the owners of the structure or site subject to designation and the owners of record, as listed in the office of the city assessor, who are owners of property in whole or in part situated within 100 feet of the boundaries of subject property, of the proposed designation and of the time and place of the public hearing thereon. These owners shall have the right to confer with the commission prior to final action by the commission on the designation. The commission shall also notify the ~~following:~~ department of public works, redevelopment authority, parks department, fire and police departments, health department, building inspection department, and plan commission. Each such department may respond to the commission with its comments on the proposed designation or rescission.

(2) The commission shall then conduct such public hearing and, in addition to the notified persons, may hear expert witnesses and shall have the power to subpoena such witnesses and records as it deems necessary, and the commission may conduct an independent investigation into the proposed designation or rescission, all as necessary to determine if the structure or site meets the designation criteria of section 38-4. Within ten days after the close of the public hearing, if the commission determines to recommend designation of the structure or site to the common council, it shall notify the owner of the property subject to designation of such decision by first class mail. The commission shall also forward its recommendation to the common council.

(3) The common council, upon receipt of the recommendation from the historic preservation commission shall consider such recommendation, with notice of the council meeting at which the matter is to be considered given as noted in subsection (a)(1) of this section. The council shall either approve or reject the historic designation. Upon approval of the designation, the common council shall cause the designation to be recorded, at city expense, in the county register of deeds office.

(b) *Designation of historic districts.*

(1) For preservation purposes, the historic preservation commission shall select geographically defined areas within the city to be designated as historic districts and shall, with the assistance of the city planning department, prepare an historic preservation plan in ordinance form for each area for nomination as an historic district. An historic district may be designated for any geographic area of particular historic, architectural or cultural significance to the city, which:

a. Exemplifies or reflects the broad cultural, political, economic, or social history of the nation, state, or community;

b. Is identified with historic personages or with important events in national, state, or local history;

c. Embodies the distinguishing characteristics of architectural types or specimens inherently valuable for the study of an historic period or a period's styles, methods, or construction, or of indigenous materials or craftsmanship;

d. Is representative of the notable works of master builders, designers, or architects who influenced their age; or

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e. Has yielded, or may be likely to yield, information important to history or prehistory.

(2) Each historic preservation plan prepared for or by the historic preservation commission shall include a cultural and architectural analysis supporting the historic significance of the area, the specific guidelines for development, and a statement of preservation objectives.

(3) Guideline criteria to be considered in the development of historic district plans are as follows:

a. Regulation of construction, reconstruction, alteration, and demolition shall conform to the criteria and standards in section 38-5(b)(1) through (3).

b. All new structures shall be constructed to a height visually compatible with the building and environment with which they are visually related.

c. The gross volume of any new structure shall be visually compatible with the buildings and environment with which it is visually related.

d. In the street elevation of a building, the proportion between the width and height in the facade should be visually compatible with the building and environment with which it is visually related.

e. The proportions and relationships between doors and windows in the street facade should be visually compatible with the buildings and environment with which it is visually related.

f. The rhythm of solids to voids, created by openings in the facade, should be visually compatible with the buildings and environment with which they are visually related.

g. The existing rhythm created by existing building masses and spaces between them should be preserved.

h. The materials used in the final facade should be visually compatible with the buildings and environment with which they are visually related.

i. The texture inherent in the facade should be visually compatible with the buildings and environment with which it is visually related.

j. Colors and patterns used on the facade (especially trim) should be visually compatible with the buildings and environment with which they are visually related.

k. The design of the roof should be visually compatible with the buildings and environment with which it is visually related.

l. The landscape plan should be sensitive to the individual building, its occupants and their needs. Further, the landscape treatment should be visually compatible with the buildings and environment with which it is visually related.

m. The street facade should blend with other buildings via directional expression. When adjacent buildings have a dominant horizontal or vertical expression, this expression should be carried over and reflected.

n. Architectural elements should be incorporated as necessary to relate the new with the old and to preserve and enhance the inherent characteristics of the area.

(4) Review and adoption procedure.

a. *Historic preservation commission.* The historic preservation commission shall hold a public hearing when considering the plan for an historic district. Notice of the time, place, and purpose of such hearing shall be given by publication as a Class 1 notice under state law. Notice of the time, place, and purpose of the public hearing shall also be sent by first class mail by the city clerk to the councilmember of the aldermanic district or districts in which the historic district is located, and to all the owners of record, as listed in the office of the city assessor, who are owners of the property within the proposed historic district or are situated in whole or in part within 100 feet of the boundaries of the proposed historic district. Said notice is to be sent at least ten days prior to the date of the public hearing. Following the public hearing, the historic preservation commission shall vote to recommend, reject, or withhold action on the plan. This recommendation shall be sent to all

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the owners of record of property within the proposed historic district and to the city plan commission and the common council.

b. *The city plan commission.* The plan commission shall review the historic district plan and make a recommendation to the common council. The plan commission shall make its recommendation on the historic district plan within 45 days.

c. *The common council.* The common council, upon receipt of the recommendation from the historic preservation commission and plan commission, shall hold a public hearing, with notice to be given as noted in subsection a of this section, and shall, following the public hearing, either designate or reject the historic district. Designation of the historic district shall constitute adoption of the plan in ordinance form prepared for that district and direct the implementation of said plan.

(c) *Recission of historic designation.* The procedure for recission of historic structure or site designation shall follow the procedure as set forth in subsection (a) of this section. The procedure for recission of an historic district designation shall follow the procedure set forth in subsection (b) of this section.

(Code 2001, § 38-6; Ord. No. 02-01, § 1, 1-2-2002; Ord. No. 16-23B.2.0, §§ 2—4, 11-1-2016)

Sec. 38-7. Interim control.

No building permit shall be issued by the building inspector for alteration, construction, demolition, or removal of a nominated historic structure, historic site, or any property or structure within a nominated historic district from the date of the meeting of the historic preservation commission at which a nomination form is first presented until the final disposition of the nomination by the historic preservation commission or the common council unless such alteration, removal, or demolition is authorized by formal resolution of the common council as necessary for public health, welfare, or safety. In no event shall the delay be for more than 180 days.

(Code 2001, § 38-7; Ord. No. 02-01, § 1, 1-2-2002)

Sec. 38-8. Conformance with regulations.

(a) Every person in charge of an historic structure, historic site, or improvement in an historic district shall maintain same or cause or permit it to be maintained in a condition consistent with the provisions of this ordinance. The common council may appoint the building inspector or any other individual or group of individuals to enforce this chapter. During the period of the certificate, the duties of the inspection officer may include periodic inspection at intervals provided by the common council of designated historic structures, historic sites, and historic districts.

(b) Every person in charge of an improvement on an historic site or in an historic district shall keep in good repair all of the exterior portions of such improvement and all interior portions thereof which, if not so maintained, may cause, or tend to cause, the exterior portions of such improvement to fall into a state of disrepair, including, but not limited to:

(1) The deterioration of exterior walls or other vertical supports;

(2) The deterioration of roofs or other horizontal members;

(3) The deterioration of external chimneys;

(4) The deterioration or crumbling of exterior plasters or mortar;

(5) The ineffective waterproofing of exterior walls, roofs, and foundations, including broken windows or doors;

(6) The peeling of paint, rotting, holes, and other forms of decay;

(7) The deterioration of surrounding environment; e.g., fences, gates, sidewalks, steps, signs, accessory structures, and landscaping;

(8) The deterioration of any features so as to create or permit the creation of any hazardous or unsafe condition or conditions; or

(9) All interior portions thereof which may cause the exterior to deteriorate or become damaged or otherwise to fall into a state of disrepair.

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(c) The purpose of this section is to prevent the demolition of a building or structure by neglecting it and permitting damage to it by weather or vandalism.

(d) The building inspector shall give the commission notice of properties which, in his/her opinion, are unfit for human habitation, occupancy, or use prior to issuance of any raze orders under state statutes or municipal ordinances.

(e) Insofar as they are applicable to an historic structure, historic site, or improvement in an historic district designated under this section, any applicable provision of this Code ~~the plumbing code, the minimum housing and property maintenance code, building code, heating, ventilating and air conditioning code, and outdoor signs and outdoor advertising structures regulations of the general ordinances~~ may be varied or waived, on application, by the appropriate board having such jurisdiction over such chapter or, in the absence of such board, by the building inspector, provided such variance or waiver does not endanger public health or safety.

(Code 2001, § 38-8; Ord. No. 02-01, § 1, 1-2-2002)

Sec. 38-9. Penalties for violations.

Any person violating any provision of this section may be fined no less than $200.00 for each separate violation. Each and every day during which a violation continues shall be deemed to be a separate offense. Notice of violations shall be issued by the building inspector.

(Code 2001, § 38-9; Ord. No. 02-01, § 1, 1-2-2002)

Sec. 38-10. Emergency conditions.

In any case where the building inspector determines that there are emergency conditions dangerous to life, health, or property affecting an historic structure, site, or a property in an historic district, the city may order the remedying of these conditions without the approval of the commission. The city shall promptly notify the commission of the action being taken. When the emergency conditions do not require demolition, the city shall make every effort to carry out the intent of this chapter and to use the design guidelines of the commission when remedying the emergency conditions.

(Code 2001, § 38-10; Ord. No. 02-01, § 1, 1-2-2002)

~~**Sec. 38-11. Separability.**~~

~~If any provision of this chapter or the application thereof to any person or circumstance is held invalid, the remainder of this chapter and the application of such provision to other persons or circumstances shall not be affected thereby.~~

~~(Code 2001, § 38-11; Ord. No. 02-01, § 1, 1-2-2002)~~

Sec. 38-11. Appeal of commission decision.

An owner of property affected by a decision of the commission may appeal the decision to the common council. Such appeal shall be in writing and filed with the city clerk not later than 24 calendar days after receipt of the commission decision at issue. The council may overturn the decision of the commission by a majority vote of the council present.

(Code 2001, § 38-12; Ord. No. 16-23B.2.0, § 5, 11-1-2016)

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Chapter 42

CONSTRUCTION SITE EROSION CONTROL

Sec. 42-1. Authority.

(a) This chapter is adopted under the authority granted by Wis. Stats. § 62.234, This chapter supersedes all provisions of any ordinance previously enacted under Wis. Stats. § 62.23, that relate to construction site erosion control. Except as otherwise specified in Wis. Stats. § 62.234, Wis. Stats. § 62.23 applies to this chapter and to any amendments to this chapter.

(b) The provisions of this chapter are deemed not to limit any other lawful regulatory powers of the common council.

(c) The common council designates the building inspector or designee to the administering authority to administer and enforce the provisions of this chapter.

(d) The requirements of this chapter do not pre-empt more stringent erosion and sediment control requirements that may be imposed by any of the following:

(1) State department of natural resources administrative rules, permits or approvals including those authorized under Wis. Stats. §§ 281.16 and 283.33.

(2) Targeted nonagricultural performance standards promulgated in rules by the state department of natural resources under Wis. Admin. Code NR 151.004.

(Code 2001, § 42-1; Ord. No. 16-19, § 1, 9-20-2016)

Sec. 42-2. Findings of fact.

The common council finds that runoff from land disturbing construction activity carries a significant amount of sediment and other pollutants to the waters of the state within the city.

(Code 2001, § 42-2; Ord. No. 16-19, § 1, 9-20-2016)

Sec. 42-3. Purpose.

It is the purpose of this chapter to further the maintenance of safe and healthful conditions; prevent and control water pollution; prevent and control soil erosion and sediment discharge; protect spawning grounds, fish and aquatic life; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth, by minimizing the amount of sediment and other pollutants carried by runoff or discharged from land disturbing construction activity to waters of the state in the city.

(Code 2001, § 42-3; Ord. No. 16-19, § 1, 9-20-2016)

Sec. 42-4. Applicability and jurisdiction.

(a) *Applicability.*

(1) Except as provided under subsection (a)(2) of this section, this chapter applies to the following land disturbing construction activities site as defined under section 42-5:

(2) This chapter does not apply to the following:

a. Transportation facilities, except transportation facility construction projects that are part of a larger common plan of development such as local roads within a residential or industrial development.

b. A construction project that is exempted by federal statutes or regulations from the requirement to have a national pollutant discharge elimination system permit issued under 40 CFR part 122, for land disturbing construction activity.

c. Nonpoint discharges from agricultural activity (facilities and practices).

d. Nonpoint discharges from silviculture activities.

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e. Routine maintenance for project sites that have less than five acres of land disturbance if performed to maintain the original line and grade, hydraulic capacity or original purpose of the facility.

(3) Notwithstanding the applicability requirements in subsection (a)(1) of this section, this chapter applies to construction sites of any size that, as determined by the building inspector, are likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, that causes undue channel erosion, or that increases water pollution by scouring or the transportation of particulate.

(b) *Jurisdiction.* This chapter applies to land disturbing construction activities on lands within the boundaries and jurisdiction of the city, as well as the extraterritorial division of land subject to an ordinance enacted pursuant to Wis. Stats. § 236.45(2) and (3).

(c) *Exclusions.* This chapter is not applicable to activities conducted by a state agency, as defined under Wis. Stats. § 227.01(1).

(Code 2001, § 42-4; Ord. No. 16-19, § 1, 9-20-2016)

Sec. 42-5. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Administering authority means the city building inspector or designee, empowered under Wis. Stats. § 62.234, designated by the city to administer this chapter.

Agricultural facilities and practices has the meaning in Wis. Stats. § 281.16(1), as may be amended from time to time.

Best management practices or *BMPs* means structural or nonstructural measures, practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in runoff to waters of the state.

Business day means a day the office of the building inspector is routinely and customarily open for business.

Cease and desist order means a court-issued order to halt land disturbing construction activity that is being conducted without the required permit or in violation of a permit issued by the building inspector.

Construction site means an area upon which one or more land disturbing construction activities occur, including areas that are part of a larger common plan of development or sale where multiple separate and distinct land disturbing construction activities may be taking place at different times on different schedules but under one plan. A long-range planning document that describes separate construction projects, such as a 20-year transportation improvement plan, is not a common plan of development.

Design storm means a hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency and total depth of rainfall.

Division of land means the creation from one or more parcels or building sites of additional parcels or building sites each in an area where such creation occurs at one time or through the successive partition within a five-year period.

Erosion means the process by which the land's surface is worn away by the action of wind, water, ice or gravity.

Erosion and sediment control plan means a comprehensive plan developed to address pollution caused by erosion and sedimentation of soil particles or rock fragments during construction.

Extraterritorial means the unincorporated area within three miles of the corporate limits of a first, second, or third class city, or within 1 1/2 miles of a fourth class city or village.

Final stabilization means that all land disturbing construction activities at the construction site have been completed and that a uniform perennial vegetative cover has been established, with a density of at least 70 percent of the cover, for the unpaved areas and areas not covered by permanent structures, or that employ equivalent permanent stabilization measures.

~~*Governing body* means the Common Council of the city.~~

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Land disturbing construction activity means any manmade alteration of the land surface resulting in a change in the topography or existing vegetative or nonvegetative soil cover, which may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. The term "land disturbing construction activity" includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities.

Landowner means any person holding fee title, an easement or other interest in property, which allows the person to undertake cropping, livestock management, land disturbing construction activity or maintenance of stormwater BMPs on the property.

Maximum extent practicable or *MEP* means the highest level of performance that is achievable but is not equivalent to a performance standard identified in this chapter as determined in accordance with section 42-6.

Performance standard means a narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.

Permit means a written authorization made by the building inspector to the applicant to conduct land disturbing construction activity or to discharge post-construction runoff to waters of the state.

Pollutant has the meaning given in Wis. Stats. § 283.01(13).

Pollution has the meaning given in Wis. Stats. § 281.01(10).

Responsible party means the landowner or any other entity performing services to meet the requirements of this chapter through a contract or other agreement.

Runoff means stormwater or precipitation, including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.

Sediment means settleable solid material that is transported by runoff, suspended within runoff or deposited by runoff away from its original location.

Silviculture activity means activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction site is not a silviculture activity.

Site means the entire area included in the legal description of the land on which the land disturbing construction activity is proposed in the permit application.

Stop work order means an order issued by the building inspector which requires that all construction activity on the site be stopped.

Technical standard means a document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.

Transportation facility means a highway, a railroad, a public mass transit facility, a public-use airport, a public trail or any other public work for transportation purposes such as harbor improvements under Wis. Stats. § 85.095(1)(b). The term "transportation facility" does not include building sites for the construction of public buildings and buildings that are places of employment that are regulated by the department pursuant to Wis. Stats. § 281.33.

Waters of the state includes those portions of Lake Michigan and Lake Superior within the boundaries of the state, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface water or groundwater, natural or artificial, public or private, within the state or its jurisdiction.

(Code 2001, § 42-5; Ord. No. 16-19, § 1, 9-20-2016)

Sec. 42-6. Applicability of maximum extent practicable.

Maximum extent practicable applies when a person who is subject to a performance standard of this chapter demonstrates to the building inspector's satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the responsible

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party shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

(Code 2001, § 42-6; Ord. No. 16-19, § 1, 9-20-2016)

Sec. 42-7. Technical standards.

All BMPs required for compliance with this chapter shall meet the design criteria, standards and specifications based on any of the following:

(1) Design guidance and technical standards identified or developed by the state department of natural resources under subchapter V of Wis. Admin. Code ch. NR 151.

(2) Soil loss prediction tools (such as the Universal Soil Loss Equation (USLE)) when using an appropriate rainfall or runoff factor (also referred to as the R factor) or an appropriate design storm and precipitation distribution, and when considering the geographic location of the site and the period of disturbance.

(3) Technical standards and methods approved by the building inspector.

(Code 2001, § 42-7; Ord. No. 16-19, § 1, 9-20-2016)

Sec. 42-8. Performance standards for construction sites under one acre.

(a) *Responsible party.* The responsible party shall comply with this section.

(b) *Erosion and sediment control practices.* Erosion and sediment control practices at each site where land disturbing construction activity is to occur shall be used to prevent or reduce all of the following:

(1) The deposition of soil from being tracked onto streets by vehicles.

(2) The discharge of sediment from disturbed areas into on-site stormwater inlets.

(3) The discharge of sediment from disturbed areas into adjacent waters of state.

(4) The discharge of sediment from drainageways that flow off the site.

(5) The discharge of sediment by dewatering activities.

(6) The discharge of sediment eroding from soil stockpiles existing for more than seven days.

(7) The transport by runoff into waters of the state of chemicals, cements, and other building compounds and materials on the construction site during the construction period. However, projects that require the placement of these materials in waters of the state, such as constructing bridge footings or BMP installations, are not prohibited by this subsection.

(c) *Location.* The BMPs shall be located so that treatment occurs prior to runoff entering waters of the state.

(d) *Implementation.* The BMPs used to comply with this section shall be implemented as follows:

(1) Erosion and sediment control practices shall be constructed or installed before land disturbing constructive activities begin.

(2) Erosion and sediment control practices shall be maintained until final stabilization.

(3) Final stabilization activity shall commence when land disturbing activities cease and final grade has been reached on any portion of the site.

(4) Temporary stabilization activity shall commence when land disturbing activities have temporarily ceased and will not resume for a period exceeding 14 calendar days.

(5) BMPs that are no longer necessary for erosion and sediment control shall be removed by the responsible party.

(Code 2001, § 42-8; Ord. No. 16-19, § 1, 9-20-2016)

Sec. 42-9. Performance standards for construction sites of one acre or more.

(a) *Responsible party.* The responsible party shall comply with this section and implement the erosion and

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sediment control plan developed in accordance with section 42-11.

(b) *Erosion and sediment control plan.* A written site-specific erosion and sediment control plan shall be developed in accordance with section 42-11 and implemented for each construction site.

(c) *Erosion and other pollutant control requirements.* The erosion and sediment control plan required under subsection (b) of this section shall include the following:

(1) *Erosion and sediment control practices.* Erosion and sediment control practices at each site where land disturbing construction activity is to occur shall be used to prevent or reduce all of the following:

a. The deposition of soil from being tracked onto streets by vehicles.

b. The discharge of sediment from disturbed areas into on-site stormwater inlets.

c. The discharge of sediment from disturbed areas into adjacent waters of the state.

d. The discharge of sediment from drainageways that flow off the site.

e. The discharge of sediment by dewatering activities.

f. The discharge of sediment eroding from soil stockpiles existing for more than seven days.

g. The discharge of sediment from erosive flows at outlets and in downstream channels.

h. The transport by runoff into waters of the state of chemicals, cement, and other building compounds and materials on the construction site during the construction period. However, projects that require the placement of these materials in waters of the state, such as constructing bridge footings or BMP installations, are not prohibited by this subdivision.

i. The transport by runoff into waters of the state of untreated wash water from vehicle and wheel washing.

(2) *Sediment performance standards.* In addition to the erosion and sediment control practices under subsection (c)(1) of this section, the following erosion and sediment control practices shall be employed:

a. BMPs that, by design, discharge no more than five tons per acre per year, or to the maximum extent practicable, of the sediment load carried in runoff from initial grading to final stabilization.

b. No person shall be required to employ more BMPs than are needed to meet a performance standard in order to comply to the maximum extent practicable. Erosion and sediment control BMPs may be combined to meet the requirements of this section. Credit may be given toward meeting the sediment performance standard of this subsection for limiting the duration or area, or both of land disturbing construction activity and for other appropriate mechanisms.

c. Notwithstanding subsection (c)(2)a of this section, if BMPs cannot be designed and implemented to meet the sediment performance standard, the erosion and sediment control plan shall include a written, site-specific explanation of why the sediment performance standard cannot be met and how the sediment load will be reduced to the maximum extent practicable.

(3) *Preventative measures.* The erosion and sediment control plan shall incorporate all of the following:

a. Maintenance of existing vegetation, especially adjacent to surface waters whenever possible.

b. Minimization of soil compaction and preservation of topsoil.

c. Minimization of land disturbing construction activity on slopes of 20 percent or more.

d. Development of spill prevention and response procedures.

(4) *Location.* The BMPs used to comply with this section shall be located so that treatment occurs before runoff enters waters of the state.

(d) *Implementation.* The BMPs used to comply with this section shall be implemented as follows:

(1) Erosion and sediment control practices shall be constructed or installed before land disturbing construction activities begin in accordance with the erosion and sediment control plan developed in accordance with subsection (b) of this section.

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(2) Erosion and sediment control practices shall be maintained until final stabilization.

(3) Final stabilization activity shall commence when land disturbing activities cease and final grade has been reached on any portion of the site.

(4) Temporary stabilization activity shall commence when land disturbing activities have temporarily ceased and will not resume for a period exceeding 14 calendar days.

(5) BMPs that are no longer necessary for erosion and sediment control shall be removed by the responsible party.

(Code 2001, § 42-9; Ord. No. 16-19, § 1, 9-20-2016)

Sec. 42-10. Permitting requirements; procedures and fees.

(a) *Permit required.* No responsible party may commence a land disturbing construction activity subject to this chapter without receiving prior approval of an erosion and sediment control plan for the site and a permit from the building inspector.

(b) *Permit application and fees.* At least one responsible party desiring to undertake a land disturbing construction activity subject to this chapter shall submit an application for a permit and an erosion and sediment control plan that meets the requirements of section 42-11 and shall pay an application fee to the building inspector in an amount to be determined by resolution of the common council. By submitting an application, the applicant is authorizing the building inspector to enter the site to obtain information required for the review of the erosion and sediment control plan.

(c) *Permit application review and approval.* The building inspector shall review any permit application that is submitted with an erosion and sediment control plan, and the required fee. The following approval procedure shall be used:

(1) Within 20 business days of the receipt of a complete permit application, required by subsection (b) of this section, the building inspector shall inform the applicant whether the application and erosion and sediment control plan are approved or disapproved based on the requirements of this chapter.

(2) If the permit application and erosion and sediment control plan are approved, the building inspector shall issue the permit.

(3) If the permit application or erosion and sediment control plan is disapproved, the building inspector shall state in writing the reasons for disapproval.

(4) The building inspector may request additional information from the applicant. If additional information is submitted, the building inspector shall have 20 business days from the date the additional information is received to inform the applicant that the erosion and sediment control plan is either approved or disapproved.

(5) Failure by the building inspector to inform the permit applicant of a decision within 20 business days of a required submittal shall be deemed to mean approval of the submittal and the applicant may proceed as if a permit had been issued.

(d) *Surety bond.* As a condition of approval and issuance of the permit, the building inspector may require the applicant to deposit a surety bond or irrevocable letter of credit to guarantee a good faith execution of the approved erosion and sediment control plan and any permit conditions.

(e) *Permit requirements.* All permits shall require the responsible party to:

(1) Notify the building inspector within 48 hours of commencing any land disturbing construction activity.

(2) Notify the building inspector of completion of any BMPs within 14 business days after their installation.

(3) Obtain permission in writing from the building inspector prior to any modification pursuant to section 42-11(c) of the erosion and sediment control plan.

(4) Install all BMPs as identified in the approved erosion and sediment control plan.

(5) Maintain all road drainage systems, stormwater drainage systems, BMPs and other facilities identified

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in the erosion and sediment control plan.

(6) Repair any siltation or erosion damage to adjoining surfaces and drainageways resulting from land disturbing construction activities and document repairs in a site inspection log.

(7) Inspect the BMPs within 24 hours after each rain of one-half inch or more which results in runoff during active construction periods, and at least once each week. Make needed repairs and install additional BMPs as necessary and document these activities in an inspection log that also includes the date of inspection, the name of individual who performed the inspection and a description of the present phase of the construction at the site.

(8) Allow the building inspector to enter the site for the purpose of inspecting compliance with the erosion and sediment control plan or for performing any work necessary to bring the site into compliance with the erosion and sediment control plan. Keep a copy of the erosion and sediment control plan at the construction site.

(9) The permit applicant shall post the certificate of permit coverage in a conspicuous location at the construction site.

(f) *Permit conditions.* Permits issued under this section may include conditions established by building inspector in addition to the requirements set forth in subsection (e) of this section, where needed to ensure compliance with the performance standards in section 42-8 or 42-9.

(g) *Permit duration.* Permits issued under this section shall be valid for a period of 180 days, or the length of the building permit or other construction authorizations, whichever is longer, from the date of issuance. The building inspector may grant one or more extensions not to exceed 180 days cumulatively. The building inspector may require additional BMPs as a condition of the extension if they are necessary to meet the requirements of this chapter.

(h) *Maintenance.* The responsible party throughout the duration of the construction activities shall maintain all BMPs necessary to meet the requirements of this chapter until the site has undergone final stabilization.

(Code 2001, § 42-10; Ord. No. 16-19, § 1, 9-20-2016)

Sec. 42-11. Erosion and sediment control plan, statement and amendments.

(a) *Erosion and sediment control plan statement.* For each construction site identified under section 42-4 (a)(3), an erosion and sediment control plan statement shall be prepared. This statement shall be submitted to the building inspector. The erosion and sediment control plan statement shall briefly describe the site, the development schedule, and the BMPs that will be used to meet the requirements of the chapter. A site map shall also accompany the erosion and sediment control plan statement.

(b) *Erosion and sediment control plan requirements.*

(1) An erosion and sediment control plan shall be prepared and submitted to the building inspector.

(2) The erosion and sediment control plan shall be designed to meet the performance standards in section 42-8 or 42-9 and other requirements of this chapter.

(3) The erosion and sediment control plan shall address pollution caused by soil erosion and sedimentation during construction and up to final stabilization of the site. The erosion and sediment control plan shall include, at a minimum, the following items:

a. Names and addresses of the owner or developer of the site, and of any consulting firm retained by the applicant, together with the name of the applicant's principal contact at such firm. The application shall also include start and end dates for construction.

b. Description of the construction site and the nature of the land disturbing construction activity, including representation of the limits of land disturbance on a United States Geological Service 7.5-minute series topographic map.

c. Description of the intended sequence of major land disturbing construction activities for major portions of the construction site, including stripping and clearing; rough grading; construction of

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utilities, infrastructure, and buildings; and final grading and landscaping. Sequencing shall identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, areas of clearing, installation of temporary erosion and sediment control measures, and establishment of permanent vegetation.

d. Estimates of the total area of the construction site and the total area of the construction site that is expected to be disturbed by land disturbing construction activities.

e. Calculations to show the compliance with the performance standard in section 42-9(c)(2)a.

f. Existing data describing the surface soil as well as subsoils.

g. Depth to groundwater, as indicated by Natural Resources Conservation Service soil information where available.

h. Name of the immediate named receiving water from the United States Geological Service 7.5 minute series topographic maps.

(4) The erosion and sediment control plan shall include a site map. The site map shall include the following items and shall be at a scale not greater than 100 feet per inch and at a contour interval not to exceed five feet.

a. Existing topography, vegetative cover, natural and engineered drainage systems, roads and surface waters. Lakes, streams, wetlands, channels, ditches and other watercourses on and immediately adjacent to the site shall be shown. Any identified 100-year floodplains, flood fringes and floodways shall also be shown.

b. Boundaries of the construction site.

c. Drainage patterns and approximate slopes anticipated after major grading activities.

d. Areas of soil disturbance.

e. Location of major structural and nonstructural controls identified in the erosion and sediment control plan.

f. Location of areas where stabilization BMPs will be employed.

g. Areas which will be vegetated following land disturbing construction activities.

h. Areas and locations of wetland on the construction site, and locations where stormwater is discharged to a surface water or wetland within one-quarter mile downstream of the construction site.

i. Areas used for infiltration of post-construction stormwater runoff.

j. An alphanumeric or equivalent grid overlying the entire construction site map.

(5) Each erosion and sediment control plan shall include a description of appropriate control BMPs that will be installed and maintained at the construction site to prevent pollutants from reaching waters of the state. The erosion and sediment control plan shall clearly describe the appropriate erosion and sediment control BMPs for each major land disturbing construction activity and the timing during the period of land disturbing construction activity that the erosion and sediment control BMPs will be implemented. The description of erosion and sediment control BMPs shall include, when appropriate, the following minimum requirements:

a. Description of interim and permanent stabilization practices, including a BMP implementation schedule. The erosion and sediment control plan shall ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized.

b. Description of structural practices to divert flow away from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from the site. Unless otherwise specifically approved in writing by the building inspector, structural measures shall be installed on upland soils.

c. Management of overland flow at all areas of the construction site, unless otherwise controlled by

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outfall controls.

d. Trapping of sediment in channelized flow.

e. Staging land disturbing construction activities to limit exposed soil areas subject to erosion.

f. Protection of downslope drainage inlets where they occur.

g. Minimization of tracking at all vehicle and equipment entry and exit locations of the construction site.

h. Clean up of off-site sediment deposits.

i. Proper disposal of building and waste material.

j. Stabilization of drainageways.

k. Installation of permanent stabilization practices as soon as possible after final grading.

l. Minimization of dust to the maximum extent practicable.

(6) The erosion and sediment control plan shall require that velocity dissipation devices be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive flow from the structure to a watercourse so that the natural physical and biological characteristics and functions are maintained and protected.

Note to users: The erosion and sediment plan requirements of this subsection will meet the erosion control plan requirements of Wis. Admin. Code NR 216.46, when prepared in accordance with good engineering practices and the design criteria, standards and specifications published by the state department of natural resources under subchapter V of Wis. Admin. Code ch. NR 151.

(c) *Erosion and sediment control plan amendments.* The applicant shall amend the erosion and sediment control plan if any of the following occur:

(1) There is a change in design, construction, operation or maintenance at the site which has the reasonable potential for the discharge of pollutants to waters of the state and which has not otherwise been addressed in the erosion and sediment control plan.

(2) The actions required by the erosion and sediment control plan fail to reduce the impacts of pollutants carried by construction site runoff.

(3) The building inspector notifies the applicant of changes needed in the erosion and sediment control plan.

(Code 2001, § 42-11; Ord. No. 16-19, § 1, 9-20-2016)

Sec. 42-12. Fee schedule.

The fees referred to in other sections of this chapter shall be established by resolution of the common council and may from time to time be modified. A schedule of the fees established by the common council shall be available for review in the building inspection office.

(Code 2001, § 42-12; Ord. No. 16-19, § 1, 9-20-2016)

Sec. 42-13. Inspection.

If land disturbing construction activities are being carried out without a permit required by this chapter, the building inspector may enter the land pursuant to the provisions of Wis. Stats. § 66.0119(1), (2), and (3).

(Code 2001, § 42-13; Ord. No. 16-19, § 1, 9-20-2016)

Sec. 42-14. Enforcement.

(a) The building inspector may post a stop work order if any of the following occurs:

(1) Any land disturbing construction activity regulated under this chapter is occurring without a permit;

(2) The erosion and sediment control plan is not being implemented in a good faith manner;

(3) The conditions of the permit are not being met.

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(b) If the responsible party does not cease activity as required in a stop work order posted under this section or fails to comply with the erosion and sediment control plan or permit conditions, the building inspector may revoke the permit.

(c) If the responsible party, where no permit has been issued or the permit has been revoked, does not cease the activity after being notified by the building inspector, or if a responsible party violates a stop work order posted under subsection (a) of this section, the building inspector may request the city attorney to obtain a cease and desist order in any court with jurisdiction.

(d) The board of appeals may retract the stop work order issued under subsection (a) of this section or the permit revocation under subsection (b) of this section.

(e) After posting a stop work order under subsection (a) of this section, the building inspector may issue a notice of intent to the responsible party of its intent to perform work necessary to comply with this chapter. The building inspector may go on the land and commence the work after issuing the notice of intent. The costs of the work performed under this subsection by the building inspector, plus interest at the rate authorized by the common council, shall be billed to the responsible party. In the event a responsible party fails to pay the amount due, the clerk shall enter the amount due on the tax rolls and collect as a special assessment against the property pursuant to Wis. Stats. ch. 66., subch. VII.

(f) Any person violating any of the provisions of this chapter shall be subject to a forfeiture of not less than $200.00 nor more than $1,000.00 and the costs of prosecution for each violation. Each day a violation exists shall constitute a separate offense.

(g) Compliance with the provisions of this chapter may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before resorting to injunctional proceedings.

(Ord. No. 16-19, § 1, 9-20-2016)

Sec. 42-15. Appeals.

(a) *Board of appeals.* The board of appeals, created pursuant to section 14-21 of the city's zoning ordinance and pursuant to Wis. Stats. § 62.23(7)(e):

(1) Shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made by the building inspector in administering this chapter except for cease and desist orders obtained under section 42-14(c).

(2) May authorize, upon appeal, variances from the provisions of this chapter which are not contrary to the public interest and where, owing to special conditions, a literal enforcement of the provisions of this chapter will result in unnecessary hardship; and

(3) Shall use the rules, procedures, duties and powers authorized by statute in hearing and deciding appeals and authorizing variances.

(b) *Who may appeal*. Appeals to the board of appeals may be taken by any aggrieved person or by any office, department, board, or bureau of the city affected by any decision of the building inspector.

(Code 2001, § 42-15; Ord. No. 16-19, § 1, 9-20-2016)

~~**Sec. 42-16. Severability.**~~

~~If a court of competent jurisdiction judges any section, clause, provision or portion of this chapter unconstitutional or invalid, the remainder of the chapter shall remain in force and not be affected by such judgment.~~

~~(Code 2001, § 42-16; Ord. No. 16-19, § 1, 9-20-2016)~~

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Chapter 46

PLATTING AND LAND DIVISION

Sec. 46-1. Applicability.

The regulations contained in this chapter shall apply to the following:

(1) *Subdivision.* Any division of land within the city or its extraterritorial plat approval jurisdiction which results in a subdivision as defined in this chapter shall be, and any other division may be, surveyed and a plat thereof approved and recorded as required by this chapter and Wis. Stats. ch. 236.

(2) *Other than subdivision.* Any division of land other than a subdivision within the city, or its extraterritorial plat approval jurisdiction, of which plat has not been approved and recorded, shall be surveyed and a certified survey map of such division approved and recorded in accordance with the provisions of section 46-8 and Wis. Stats. ch. 236.

(3) *Exception.* The provisions of this chapter shall not apply to:

a. Transfers of interest in land by will or pursuant to court order;

b. Leases for a term not to exceed ten years, mortgages or easements;

c. The sale or exchange of parcels of land between owners of adjoining property if additional lots are not thereby created and the lots resulting are not reduced below the minimum sizes required by this chapter or other applicable laws or ordinances;

d. Condominium conversion of existing structures where no additional dwelling units, building sites or lot equivalents are being created;

e. A division of original lots having a maximum size of 1 1/2 acres within an approved and recorded subdivision plat.

(Code 1974, § 13.01; Code 2001, § 46-1; Ord. No. 15-31, § 1, 12-1-2015)

Sec. 46-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Condominium development means a real estate development in which the condominium form of ownership pursuant to Wis. Stats. ch. 703 is utilized.

Extraterritorial plat approval jurisdiction means the area within three miles of the corporate limits of the city and is delineated on a map filed in the office of the director of economic development and planning.

Street means a way of travel for vehicular traffic and is further described as follows:

Collector street means any street which carry traffic from minor streets to the system of highways, thoroughfares and major streets and including the principal entrance streets of a residential development and streets for circulation within such a development.

Connector street means any street which intersects at least two other streets, one of which shall be a collector street.

Cul-de-sac means a minor street which is accessible to motor vehicle traffic at only one point.

Highways and *thoroughfares* mean state and federal routes and their connecting links.

Loop street means a minor street which is accessible to motor vehicle traffic from only one other street (which has to be either a collector or connector) at two points.

Major street and *highway* mean any street with high traffic densities serving relatively large areas.

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Minor street means any street which are used primarily for access to the abutting properties.

Subdivisions means a division of a lot, parcel or tract of land by the owner thereof or his or her agent for the purpose of sale or of building development, where:

(1) The act of division creates six or more building sites of 1 1/2 acres or less in area; or

(2) Five or more parcels or building sites of 1 1/2 acres each or less in area are created by successive divisions within a period of five years.

Urban reserve area of extraterritorial review jurisdiction means that area designated as urban reserve in the latest update to the city's comprehensive plan.

(Code 1974, § 13.02; Code 2001, § 46-2; Ord. No. 13-17, § 15, 8-20-2013; Ord. No. 15-31, § 2, 12-1-2015; Ord. No. 16-18, § 1, 9-6-2016; Ord. No. 20-16 § 1, 10-6-2020)

Sec. 46-3. Procedure.

(a) *Preliminary matters.*

(1) If the time limits, deadlines, notice requirements or other provisions in this chapter are more restrictive than time limits, deadlines, notice requirements or other provisions that provide protections for a subdivider contained in Wis. Stats. ch. 236, the time limits, deadlines, notice requirements or other provisions that provide protections for a subdivider contained in Wis. Stats. ch. 236 shall apply.

(2) Plat submissions shall comply with all ordinances in effect as of the date the preliminary plat is submitted.

(3) Previous to filing a preliminary plat, the subdivider may consult the plan commission and its staff for advice and assistance.

(b) *Preliminary plat.*

(1) Before submitting a final plat for approval, the subdivider shall submit to the director of planning and economic development 14 copies of a preliminary plat not less than ten days preceding the meeting of the plan commission for preliminary approval. One additional copy shall be submitted if the plat is adjacent to a state highway. The subdivider shall submit two copies if the plat is in the extraterritorial platting jurisdiction of the city.

(2) After review of the preliminary plat and negotiations with the subdivider on changes deemed advisable and the kind and extent of public improvements which will be required, the plan commission shall, within 90 days of its submission, approve, approve conditionally or reject the plat. The subdivider shall be notified, in writing, or any conditions or approval or the reasons for rejection.

(3) Approval of the preliminary plat shall entitle the subdivider to final approval of the layout shown by such plat if the final plat conforms substantially to the preliminary plat and conditions of approval have been met.

(c) *Final plat.*

(1) The final plat and nine copies for plats located within the city limits, or two copies for plats located in the extraterritorial platting jurisdiction shall be submitted to the director of planning and economic development within 36 months after the last required approval of the preliminary plat. The plan commission may extend the time for submission of the final plat.

(2) The plan commission shall refer the final plat with its recommendation to the common council. The council shall approve or reject the final plat within 60 days of its submission to the plan commission unless the time is extended by agreement with the subdivider. Conclusions and recommendations of the city director of planning or designee as to whether the final plat conforms substantially to the preliminary plat and the director of planning recommendation on approval of the final plat shall be made a part of the record either verbally or in writing of the council proceeding. Reasons for rejection shall be stated in the minutes of the council meeting and a copy thereof or a written statement of such reasons shall be supplied the subdivider.

(3) If the original of the final plat has been filed with another approving authority, the subdivider may file a

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true copy of such plat in lieu of the original. However, before the approval of the council will be inscribed on the original of the final plat, the surveyor or the subdivider shall certify the respects in which the original of the final plat differs from the true copy and all modifications must first be approved.

(4) After recording the final plat at the county register of deeds' office, the subdivider shall submit to the city eight true copies of the final plat if the plat is located in the city, and two true copies if the plat is located within the extraterritorial platting jurisdiction of the city. The subdivider shall submit one additional copy of the recorded plat if it is located within the city adjacent to a state highway.

(Code 1974, § 13.03; Code 2001, § 46-3; Ord. No. 10-28, § 1, 12-7-2010)

Sec. 46-4. General requirements and design standards.

(a) *General.* The proposed subdivision shall conform to:

(1) The provisions of Wis. Stats. ch. 236.

(2) All applicable ordinances of the city.

(3) The master plan, or functional segments thereof, as they may be completed.

(4) The official map.

(5) The rules of the state board of health relating to lot size and lot elevation if the subdivision is not served by a public sewer and provision for such service has not been made.

(6) The rules of the state highway commission relating to safety of access and the preservation of the public interest and investment in the streets if the subdivision of any lot contained therein abuts on a state trunk highway or connecting street.

(7) The preliminary plat shall be drawn at the scale not more than 100 feet to an inch. The required copies of the preliminary plat shall be made from a black ink line drawing.

(b) *Applicability to condominiums.* This chapter is expressly applicable to condominium developments within the city's territorial or extraterritorial jurisdiction, pursuant to Wis. Stats. § 703.27(1). For the purposes of this chapter, a condominium unit and any associated limited common elements shall be deemed to be equivalent to a lot or parcel created by the act of subdivision.

(c) *Streets.*

(1) *General considerations.* The streets shall be designed and located in relation to existing and planned streets, to topographical conditions and natural terrain features such as streams and existing tree growth, to public convenience and safety, and in their appropriate relation to the proposed uses of the land to be served by such streets. The preliminary plat shall show topography or be accompanied by a map of the same scale showing topography using contour intervals not greater than five feet.

(2) *Conform to official map.* The arrangement, width and location of all streets shall conform to the official map.

(3) *Arrangement.*

a. Major streets shall be properly integrated with the existing and proposed system of major streets, highways, and thoroughfares.

b. Collector streets shall be properly related to the mass transit system, to special traffic generating from facilities such as schools, churches and shopping centers, to population densities, and to the arterial streets into which they feed.

c. Minor streets shall be laid out to conform as much as possible to topography, to discourage use by through traffic, to permit efficient drainage and sewer systems, and to require the minimum amount of street necessary to provide convenient, safe access to property. The reasonable and intelligent use of curvilinear and cul-de-sac streets is encouraged.

(4) *Railroad right-of-way or limited access highway.* Where a residential subdivision borders on or contains a railroad right-of-way or limited access highway right-of-way, the plan commission may require a street

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approximately parallel to and on each side of such right-of-way at a distance suitable for park or residential purposes.

(5) *Highways and thoroughfares.* Where a subdivision borders on or contains an existing or proposed highway or thoroughfare, the plan commission may require that the backs of lots abut the highway or thoroughfare and be provided with screen planting contained in a nonaccess reservation along the rear property line, that deep lots with rear service alleys be provided, or that other provisions be made for the adequate protection of properties and the separation of through and local traffic.

(6) *Width.* All streets shall be of the width specified on the official map or, if no width is specified there, they shall be not less than the width specified as follows:

a. Highways: 80 feet, plus eight-foot tree planting easement on both sides of right-of-way.

b. Collector streets: 80 feet.

c. Minor streets: 70 feet.

d. Minor streets designed with parking on one side: 60 feet, plus eight-foot tree planting easement on both sides of right-of-way.

(7) *Alignment and visibility.* Clear visibility, measured along the centerline, shall be provided for at least 400 feet on major streets, 350 feet on collector streets, and 250 feet on minor streets.

(8) *Minimum radii or curvature on the centerline.*

a. Major streets: 300 feet.

b. Collector streets: 200 feet.

c. Minor streets: 100 feet.

(9) *Tangents.* A tangent at least 100 feet long shall be introduced between reverse curves on major and collector streets.

(10) *Street names.* Any street which is the reasonable continuation of an existing street shall bear the same name. If the topography or other features of a permanent nature are such as to render the continuation of the actual roadway impossible, and where such nomenclature is apt to produce confusion, the street shall not carry the same name as the street to which it may be geometrically aligned.

Type	*Dead-end*	*Curving*	*Straight*
Short Streets	Places or Courts	Crescent, Way, Circle or Lane	Terrace, Row, Lane
Long Streets		Road or Drive	Street or Avenue

The term "boulevard" shall be reserved for such streets which, because of their breadth or monumental character, are to be especially designated.

(d) *Intersections.*

(1) Streets shall intersect as nearly as possible at right angles and the intersection of more than two streets at one point is discouraged. The number of streets converging at one intersection shall be reduced to the minimum possible.

(2) Property lines at street intersections shall be rounded with a radius of 12 feet or a greater radius where the plan commission considers it necessary. Cutoffs or chords may be permitted in place of rounded corners.

(3) Street jogs with centerline offsets of less than 125 feet shall be avoided. Where streets intersect highways, thoroughfares and major streets, their alignment shall be continuous.

(e) *Alleys.*

(1) Alleys shall be provided in all commercial and industrial districts, except that the plan commission may

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waive this requirement if definite and assured provision is made for service access such as off-street loading and parking consistent with, and adequate for, the uses proposed.

(2) Alleys shall not be approved in residential areas unless necessary because of topography or other exceptional circumstances.

(3) The width of alleys shall be not less than 20 feet.

(4) Dead-end alleys are prohibited except under very unusual circumstances, and crooked and "T" alleys shall be discouraged. Where dead-end alleys are unavoidable, they shall be provided with adequate turnaround facilities at the dead end.

(f) *Easements and restrictive covenants.*

(1) Easements across lots or centered on rear or side lot lines shall be provided for utilities where required by the plan commission and shall be at least ten feet wide.

(2) A drainage easement in favor of the city, centered on rear lot lines, shall be provided on all subdivisions of land. Such easement shall, at a minimum, contain the following restrictions:

a. Any obstruction to the flow of water, by any means, shall be prohibited.

b. No structure, earthen berm, dam, erection of other improvement, tree, or landscaping shall be permitted.

c. The erection of a fence or annual plantings may be allowed, provided that same do not obstruct the flow of water.

d. Grantor (property owner) is prohibited from changing the grade elevation of the drainage easement from that established by grantee.

e. Grantee shall have full rights of ingress and egress to carry on and all work in connection with the maintenance and operation in, over, under and across the lands of grantor.

f. The property covered by said easement shall not be used in any way or manner that will impair the rights of grantee.

g. The easement shall run with the land, and shall be binding upon the grantees, lessees, successors, heirs and assigns of grantor and grantee.

h. The easement shall be assignable.

(3) A stormwater covenant shall be provided on the face of each subdivision as follows: The land on the side of the lots within the area shall be graded by the subdivider and maintained by the abutting property owner to provide for the adequate drainage of surface water.

(4) Where a subdivision is traversed by a watercourse, drainageway, channel or stream, there shall be provided a stormwater easement or drainage right-of-way of sufficient width conforming substantially with the lines of such watercourse. Grading or construction adequate for the purpose may be required. Wherever possible, the drainage shall be maintained by an open channel with landscaped banks and adequate width for maximum potential volume of flow as determined by the plan commission. Such improvement shall be installed prior to council approval of the final plat.

(5) A stormwater covenant shall be provided on each plat as follows: The land on the rear of all lots and on the side of lots (specified) within the area shall be graded by the subdivider and maintained by the abutting property owner to provide for the adequate drainage of surface water.

(6) An eight-foot tree planting easement shall be provided on the front or side of each lot fronting or siding a major street and streets with a width less than 70 feet, and no portion of the street shall be used for tree planting. Such easement shall be contained in a restrictive covenant written on the face of the plat.

(g) *Blocks.*

(1) The lengths, widths and shapes of blocks shall be such as are appropriate for the locality and the type of development contemplated, but block lengths in residential areas shall not exceed 1,500 feet between

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street lines.

(2) Pedestrian crosswalks, not less than ten feet wide, may be required by the plan commission through the center of blocks more than 900 feet long where deemed essential to provide circulation or access to schools, playgrounds, shopping centers, transportation and other community facilities.

(h) *Lots.*

(1) *In general.* The size, shape and orientation of lots shall be appropriate for the location of the subdivision and for the type of development and use contemplated.

(2) *Lots within the city's extraterritorial plat approval jurisdiction.* Every lot within the city's extraterritorial plat approval jurisdiction that is identified in the city's current comprehensive plan as a growth area or an urban reserve area, shall be a minimum of ten acres in area.

(3) *Lot dimensions.* Lot dimensions shall conform to the requirements of the zoning ordinance, and in residential districts shall be not less than 75 feet in frontage nor less than 8,000 square feet in area. Residential lots to be served by private sewage disposal facilities shall comply with the rules of the state board of health in addition to the regulations contained in this section. Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated. Residential lots fronting or backing on major streets, highways, and thoroughfares should be platted with extra depth to permit generous distance between the buildings and such traffic ways. Excessive depth in relation to width shall otherwise be avoided.

(4) *Lot dimensions within urban reserve area of extraterritorial review jurisdiction.* Every lot within the urban reserve area of the extraterritorial review jurisdiction shall have a minimum lot width and frontage of not less than 300 feet.

(5) *Corner lots.* Corner lots for residential use shall have extra width to permit full building setback from both streets.

(6) *Access to public street.* Every lot shall front on, or abut onto, a public street.

(7) *Lots at right angles.* Lots at right angles to each other should be avoided wherever possible, especially in residential areas.

(8) *Lot lines.* Side lot lines shall be substantially at right angles or radial to street lines.

(9) *Large lots.* In case a tract is subdivided into parcels contained one or more acres, such parcels shall be arranged to allow the re-subdivision of any parcels into normal lots in accordance with the provisions of this chapter.

(10) *Municipal boundaries.* Lots shall follow municipal boundary lines whenever practicable rather than cross them.

(Code 1974, § 13.04; Code 2001, § 46-4; Ord. No. 03-23, § 1, 10-7-2003; Ord. No. 07-20, §§ 1—3, 8-7-2007; Ord. No. 15-31, § 3, 12-1-2015; Ord. No. 16-18, § 2, 9-6-2016; Ord. No. 19-26, § 1, 12-17-2019; Ord. No. 20-16 § 2, 10-6-2020; Ord. No. 22-03, §§ 1, 2, 4-6-2022)

Sec. 46-5. Public sites and open spaces.

(a) *Dedication of property unsuitable for development.* Whenever a plat is filed of a subdivision containing submarginal land or containing or adjoining an open stream or watercourse, such land shall be dedicated to the city or other appropriate municipality for drainage purposes. Such dedication or reservation shall be made for the purpose of preventing the erection of structures on unsuitable property and to secure the public health and safety and to facilitate adequate provision for drainage.

(b) *Public open spaces.*

(1) *Purpose.* It is the purpose of this section that adequate open spaces may be properly located and preserved as the community develops, and that the cost of providing sites for parks, recreational areas, and all their uses related to the operation of the city government necessary to serve the additional population brought into the community by subdivision or condominium development may be most equitably apportioned on

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the basis of the additional need created by the individual subdivision or condominium.

(2) *Dedication of sites.*

a. The subdivider shall provide, and dedicate to the public, land compatible with the comprehensive plan for the development of the community, provided that such development shall not exceed in area that provided in subsection (b)(2)b of this section.

b. The amount of land to be provided and dedicated in R-1, R-2, R-3, and R-4 residential districts shall be 4.4 percent of the total nonpublic residential property developed. If dedicated land is set aside in the plat, it shall be done with the approval and in coordination with the city plan commission and the park board.

(3) *Payment in lieu of dedication.*

a. Where the plan commission determines that such dedication is not compatible with the comprehensive plan, the subdivider shall, in lieu thereof, pay to the city a fee as determined by resolution of the common council.

b. Such fees shall be used only for open space acquisition or the preparation of park and open space plans, including a master plan of development.

c. Payment shall be made at the time the building permit is issued.

d. No payment shall be required for a parcel on which a permanent residential structure exists prior to the date of the division. However, a residence that is intentionally razed and a new structure built of additional dwellings would come under the provisions of this chapter and be subject to the fees in accordance with subsection (b)(3)a of this section.

e. Where the plat, certified survey or condominium does not specify the number of dwelling units to be constructed, the land dedication or payment in lieu of dedication shall be based upon the maximum number of dwelling units permitted by the city zoning code and this chapter.

(Code 1974, § 13.05; Code 2001, § 46-5; Ord. No. 14-20, § 2, 12-16-2014; Ord. No. 20-16 §§ 4, 5, 10-6-2020)

Sec. 46-6. Required improvements.

(a) The subdivision shall be monumented, as required by Wis. Stats. § 236.15, which is hereby adopted by reference and incorporated in this section as though fully set out.

(b) Before the final plat or subdivision located within the corporate limits is approved, the subdivider may provide the following facilities:

(1) Water and sanitary sewer mains and laterals to the lot line where connection to existing systems can be reasonably provided.

(2) Streets graded to full width and roadway graveled.

(3) Adequate facilities to provide surface water drainage.

(4) Curb and gutter and gravel when so ordered by the city council.

(5) Street trees of such variety, size, number and location as designated by the park board and forester.

(6) Adequate facilities for interior lot improvement to provide surface water drainage. Surface water shall be drained over easements to public facilities where possible. Where necessary due to ground elevations and topography, storm sewer construction, including installation of catchbasins, shall be required at the expense of the subdivider.

(7) The land surface within the proposed subdivision, including the street right-of-way to be dedicated, shall be graded to the proposed contours as approved on the preliminary plat. Any land surface so graded shall be appropriately and adequately protected to maintain the grade and protect the same from erosion. As an alternative, the city shall design, construct and install such improvements after approval of the final plat at a time and under such conditions as the city shall determine in its discretion. If the city constructs such improvements, the cost shall be assessed pursuant to chapter 13.

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(c) All facilities shall be installed according to standard plans and specifications as adopted by the city.

(Code 1974, § 13.06; Code 2001, § 46-6)

Sec. 46-7. Plats and data.

(a) *Preliminary consultation data.* The following information shall be provided at the time of the preliminary consultation or upon filing the preliminary plat if no preliminary consultation is held:

(1) Data on existing covenants, land characteristics and available community facilities and utilities, description of the subdivision proposal, such as number of residential lots, typical lot width and depth, business areas, playgrounds, park areas, other public areas, proposed protective covenants and proposed utilities and street improvements.

(2) A location map showing the relationship of the proposed subdivision to existing community facilities which serve or influence it, including development name and location, main traffic arteries, public transportation lines, shopping centers, elementary and high schools, parks and playgrounds, and other community features such as hospitals and churches. The map shall also include title, scale, north arrow and date.

(3) A sketch plan showing in simple sketch form the proposed layout of streets, lots and other features in relation to existing conditions. The sketch plan may be a free hand pencil sketch made directly on a print of the topographic survey.

(b) *Preliminary plat.*

(1) The preliminary plat shall be drawn with waterproof nonfading black ink or legibly drawn with pencil on tracing cloth, or tracing paper of good quality on a scale of not more than 100 feet to an inch and shall show correctly on its face:

a. Date, scale and north point.

b. The proposed subdivision name, which shall not duplicate the name of any plat previously recorded in the county.

c. The name and address of the owner, the subdivider and a surveyor registered in the state preparing the plat.

d. Location of the subdivision by government lot, quarter, quarter section, section, township, range and county.

e. A small scale drawing of the section of government subdivision of the section in which the subdivision lies with the location of the subdivision indicated thereon.

f. The exact length and bearing of the exterior boundaries of the subdivision.

g. Location and names of adjacent subdivisions and the owners of adjoining parcels or unsubdivided land.

h. Zoning on the adjacent land to the subdivision for subdivisions outside the city.

i. Location, widths and names of all existing platted or dedicated streets, alleys or other public ways and easements, railroad, and utility rights-of-way, parks, cemeteries, watercourses, drainage ditches, permanent buildings, bridges and other pertinent data, as determined by the city plan commission.

j. The water elevations of adjoining lakes or streams at the date of survey and the approximate high and low water elevations of such lakes or streams. All elevations shall be referred to the U.S. Coast and Geodetic Survey or established city datum.

k. If the subdivision borders a lake or stream, the distances and bearings of a meander line established not less than 20 feet back from the ordinary high-water mark of the lake or stream.

l. Layout and width of all new streets and rights-of-way, such as alleys, highways, easements for sewers, water mains and other public utilities.

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m. Direction and distance to nearest water and sewer mains.

n. Approximate dimensions of and areas of lots.

o. Proposed building lines.

p. Approximate radii of all curves and length of tangents.

q. Approximate location and area of property proposed to be dedicated for public use or to be reserved by deed covenant for use of all property owners in the subdivision with the conditions, if any, of such dedication or reservation.

(2) *Supplementary information.* The subdivider shall furnish the following information along with his or her preliminary plat:

a. A brief description of the improvements such as grading, paving, tree planting, installation of utilities which the subdivider proposes to make and the time when he or she proposes to make them.

b. A brief description of the deed restrictions, if any, which will be put on the plat.

c. A topographic plan illustrating the existing and proposed contours of the land surface within the proposed subdivision, including the proposed contours within and adjacent to the street right-of-way using contour intervals not greater than two feet within the city and five feet elsewhere at the same scale as the preliminary plat.

(c) *Final plat.*

(1) A final plat of subdivided land shall comply with the requirements of Wis. Stats. § 236.20, which is hereby adopted by reference and incorporated in this section as though fully set out.

(2) The affidavits and certificates required by Wis. Stats. ch. 236, shall be lettered or printed legibly with black, durable ink or typed with black ribbon on the final plat.

(3) Prior to approval of the final plat, the subdivider shall submit the grade or elevation of all streets located within the plat to the director of public works. The grades submitted shall be at the centerline of each street. Such grade or elevation shall be consistent with the topographic plan previously approved by the plan commission in accordance with subsection (b)(2)c of this section and shall assume as a base the datum plane of reference filed in accordance with section 22-4, in the office of the director of public works.

(Code 1974, § 13.07; Code 2001, § 46-7; Ord. No. 13-17, §§ 13, 15, 8-20-2013)

Sec. 46-8. Land divisions other than subdivisions.

(a) *Procedure.* The divider shall file a certified survey map with the plan commission. The plan commission shall, within 40 days, approve, approve conditionally or reject the map. The divider shall be notified, in writing, of any conditions of approval or the reason for rejection. The divider shall submit to the city 13 copies of a preliminary certified survey map if the property is located within the city and two copies of the preliminary certified survey map if the property is located within the extraterritorial platting jurisdiction of the city.

(b) *Requirements.*

(1) To the extent reasonably practicable, the division shall comply with the provisions of this chapter relating to general requirements, design standards, required improvements, and public sites and open spaces.

(2) The survey shall be performed and the map prepared by a surveyor registered in the state.

(3) All corners shall be monumented in accordance with Wis. Stats. § 236.15(1)(c) and (d).

(4) The map shall be prepared in accordance with Wis. Stats. § 236.20(2)(b), (c), (e), (f), (g), (h), (j), (k) and (l), on durable white paper 8 1/2 inches wide by 14 inches long. All lines shall be made with nonfading black ink on a scale of not more than 200 feet to an inch.

(c) *Certificates and affidavits.*

(1) The map shall include the affidavit of the surveyor who surveyed and mapped the parcel, typed, lettered

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or reproduced legibly with nonfading black ink, giving a clear and concise description of the land surveyed by bearings and distances, commencing with some corner marked and established in the U.S. Public Land Survey or some corner providing reference to a corner marked and established in the U.S. Public Land Survey. Such affidavit shall include the certificate of the surveyor to the effect that he or she has fully complied with the requirements of this section.

(2) The certificate of approval of the plan commission shall be typed, lettered or reproduced legibly with nonfading black ink on the face of the map.

(d) *Map.* The map shall be filed by the divider for record with the county register of deeds, and two copies shall be filed with the city director of planning if the property is located within the city. Two copies shall be filed with the director of planning if the property is located within the extraterritorial platting jurisdiction of the city.

(Code 1974, § 13.08; Code 2001, § 46-8; Ord. No. 13-17, § 13, 8-20-2013)

Sec. 46-9. Subdivisions created by successive divisions.

(a) Where it is not practical to require that a final plat of a subdivision created by successive division be filed in accordance with this chapter, the common council may, in lieu thereof, order an assessor's plat to be made under Wis. Stats. § 70.27 and may assess the cost (as provided in such section) to the subdivider.

(b) Regardless of the type of plat filed, any such subdivision shall comply with all provisions of this chapter to the extent that they may reasonably be applied.

(Code 1974, § 13.09; Code 2001, § 46-9)

Sec. 46-10. Variances.

(a) *Plan commission authority to grant.* In circumstances where the plan commission is the final approval authority for a subdivision and where, owing to special conditions, a literal enforcement of the provisions of this chapter or of the zoning code ~~chapter 50~~, would result in practical difficulty or unnecessary hardship so that the spirit of this chapter and the zoning code shall be observed, public safety and welfare served, and substantial justice done, the plan commission may approve a certified survey map or plat which includes, in whole or in part, parcels of land which do not meet one or more of the following requirements in the district where such land is located:

(1) Minimum lot area;

(2) Minimum lot width;

(3) Minimum open space;

(4) Minimum setback;

(5) Minimum side; or

(6) Minimum rear yard.

~~the following: minimum lot area, minimum lot width, minimum open space, minimum setback, minimum side or minimum rear yard required in the district where such land is located.~~

(b) *Authority of common council.* Where the common council has final approval authority over a subdivision, it may, upon its own motion or upon recommendation of the plan commission, grant such final approval of a certified survey map or plat which includes, in whole or in part, parcels of land which do not meet one or more of the following requirements in the district where such land is located:

(1) Minimum lot area;

(2) Minimum lot width;

(3) Minimum open space;

(4) Minimum setback;

(5) Minimum side; or

(6) Minimum rear yard.

~~of the following: Minimum lot area, minimum lot width, minimum open space, minimum setback, minimum~~

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~~side or minimum rear yard required in the district where such land is located,~~ where, owing to special conditions, a literal enforcement of the provisions of this chapter or the zoning code ~~chapter 50~~, would result in practical difficulty or unnecessary hardship so that the spirit of this chapter shall be observed, public safety and welfare served, and substantial justice done.

(c) *Limitation.* Neither the plan commission nor common council shall waive the requirement of recording a plat or certified survey map.

(d) *Recording.* Any modification or variance granted shall be entered in the minutes of the city plan commission and/or common council, setting forth the reasons which, in the opinion of the commission and/or council, justify the variance.

(Code 1974, § 13.10; Code 2001, § 46-10)

Sec. 46-11. Fees.

Any person who shall plat or otherwise divide land subject to review and approval by the city pursuant to this chapter shall pay to the city such fees as determined by resolution of the common council, such fees may include late fees, penalties and expediting fees. All fees shall be non-returnable and shall be paid to the clerk.

(Code 1974, § 13.11; Code 2001, § 46-11; Ord. No. 01-08, § 1, 7-2-2001; Ord. No. 06-33, § 4, 11-8-2006)

Sec. 46-12. Penalties and remedies.

(a) It shall be unlawful to build upon, divide, convey, record or monument any land in violation of this chapter or the state statutes, and no person, firm or corporation shall be issued a building permit by the city authorizing the building on, or improvement of, any subdivision, certified survey map, condominium or replat within the jurisdiction of this chapter not of record as of the effective date of the ordinance from which this chapter is derived until the provisions of this chapter have been fully met. The city may institute appropriate actions or proceedings to enjoin violations of this chapter or the applicable state statutes.

(b) Any person who fails to comply with the provisions of this chapter shall, upon conviction, be subject to such forfeiture as determined by resolution of the common council. Each day a violation exists or continues shall constitute a separate offense. In addition, the remedies provided by Wis. Stats. ch. 236 shall be available to the city.

(c) This chapter shall be in full force and effect after a public hearing is held thereon pursuant to Wis. Stats. § 236.45(4) and its subsequent passage and publication.

(Code 1974, § 13.12; Code 2001, § 46-12; Ord. No. 14-20, § 1, 12-16-2014; Ord. No. 20-16 § 6, 10-6-2020)

Sec. 46-13. Condominium developments.

(a) *Purpose*.

(1) The common council hereby finds that certain issues arise in condominium developments that require limited applicability of this chapter to condominium developments. The state legislature has recognized that subdivision ordinances may apply to condominiums but that subdivision ordinances may not impose burdens upon condominiums that are different from those imposed on other property of a similar character not subject to a declaration of condominium.

(2) The factor that makes this chapter applicable to condominium development is the creation of multiple, distinct property entities at or near the ground surface, subject to property taxation and separate tax parcels, with each property entity having different ownership and management. The city determines that this factor makes a condominium development dissimilar, both physically and in ownership, from developments in which the land and improvements are under unitary ownership, management and control.

(3) Thus, the common council hereby finds that new condominium developments can place impacts upon community resources in the same manner as other new developments that are characterized by division of land into lots. These impacts include:

a. Additional population density.

b. Possibility of use of particular land in a manner unsuitable to the land's characteristics.

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c. Additional demands upon city parks, recreation areas, utility facilities and schools.

d. Additional traffic and street use.

(b) *Portions of chapter applicable to condominium developments.* Subject to the provisions of Wis. Stats. § 703.115, the following sections of this chapter shall apply to condominium developments other than the conversion of existing, attached two-unit buildings to condominium ownership:

(1) Section 46-4(b) through (g) relating to design standards for improvements.

(2) Section 46-5 relating to public sights and open spaces.

(3) Section 46-6 relating to required improvements.

(4) Section 46-11 relating to fees for review, except that this requirement shall not apply to existing structures converting to condominium ownership.

(5) Review and approval or denial of condominium developments under this section shall be administratively performed by the director of development services or designee in order to meet the review timeline of Wis. Stats. § 703.115

(c) *Applicability.* This section shall not apply to any condominium plat recorded prior to the effective date of the ordinance from which this chapter is derived.

(Code 2001, § 46-13; Ord. No. 20-16 § 3, 10-6-2020; Ord. No. 21-10, § 1, 5-4-2021)

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Chapter 54

BUILDING AND CONSTRUCTION

Sec. 54-1. Scope of this chapter.

The purpose of this chapter is to:

(1) Exercise jurisdiction over the construction and inspection of new one-family and two-family dwellings, additions or alterations to existing one-family and two-family dwellings, detached garages and accessory buildings.

(2) Provide for plan review and onsite inspections of one-family and two-family dwellings by inspectors certified by the state department of safety and professional services.

(3) Provide for review and onsite inspection of commercial structures to the extent permitted by, and subject to, state law.

(4) Provide for the collection and establishment of fees to defray administrative costs.

(5) To adopt relevant state statute and administrative code provisions to promote the interests stated in this section.

(Code 2001, § 54-1; Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 17-22, § 1, 12-5-2017)

Sec. 54-2. Definitions.

The following words and phrases, when used in this chapter, shall have the meanings respectively ascribed to them in this section, except where the context otherwise requires:

Accessory building means a detached building or structure, not used as a dwelling unit but is incidental to that of the main building which is located on the same lot.

Accessory use means a use incidental to the use of the main building or to the principal use of the premises.

Addition means new construction performed on a building which increases the outside dimension of the building.

Alteration means an enhancement, upgrading or substantial change or modification other than an addition or repair to a dwelling or to the electrical, plumbing, heating, ventilating, air conditioning and other systems within a dwelling.

Approved means an approval by the department of safety and professional services or its authorized representative. Approval is not to be construed as an assumption of any legal responsibility for the design or construction of the dwelling or building component.

Apartment means a part of a building occupied or designed or intended to be occupied by one or more persons as a single-living unit or as a single-family housekeeping unit and which includes the use of kitchen facilities, either in private or in common with others.

Apartment house means any building, which is occupied or designed to accommodate three or more apartments.

Attic means a space under the roof and above the ceiling of the topmost part of a dwelling.

Balcony means a landing or porch projecting from the wall of a building.

Base flood elevation means the elevation shown on a flood insurance rate map (FIRM) that indicates the water surface elevation resulting from a flood that has a one-percent chance of equaling or exceeding that level in any given year.

Basement means that portion of a dwelling below the first floor or ground floor with its entire floor below grade.

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Best management practices means practices, techniques or measures that the department determines to be effective means of preventing or reducing pollutants of surface water generated from construction sites.

Building means any structure built, used, designed for support, shelter, protection, or enclosure of people, animals, or property of any kind.

Carport means a structure used for storing motorized vehicles that is attached to a dwelling and that has at least two sides completely enclosed.

Certified inspector means a person certified by the department of safety and professional services to engage in the administration and enforcement of the uniform dwelling code.

Conditioned space means space within a dwelling envelope, which is provided with heated or cooled air or surfaces to provide a heated or cooled space.

Crawl space means that portion of a dwelling below the first floor with its entire floor below grade, which has a clearance of 18 inches or more between the crawl space floor and the underside of the dwelling floor joist framing.

Dead load means the vertical load due to all permanent structural and nonstructural components of the building such as joists, rafters, sheathing, finishes and construction assemblies such as walls, partitions, floors, ceilings and roofs.

Deck means an open, unenclosed exterior floor structure attached or adjacent to the exterior wall of a building.

Detached building means any building which is not physically connected to the principal structure.

Direct-vent appliance means a gas burning appliance that is constructed and installed so that all air for combustion is obtained directly from the exterior of the building and all flue gases are discharged to the outside of the building.

Dwelling means a building or portion thereof, but not a manufactured or mobile home, designed or used exclusively for residential occupancy, including single-family, two-family, and multiple-family buildings, but not including hotels or motels.

Dwelling envelope means the elements of a dwelling with enclosed conditioned space through which thermal energy may be transferred to or from the exterior.

Dwelling unit means any habitable room or group of adjoining habitable rooms located within a dwelling and forming a single unit with facilities which are used, or intended to be used for living, sleeping, cooking and eating of meals by one person or by two or more persons maintaining a common household, to the exclusion of all others.

Exit means a direct, continuous, unobstructed means of egress from inside the dwelling to the exterior of the dwelling.

Existing dwelling means a dwelling erected prior to the effective date of the state uniform dwelling code (dated June 1, 1980).

First floor means the first floor level above any ground floor or basement or, in the absence of a ground floor or basement, means the lowest floor level of a building.

Flight means a continuous series of steps with no intermediate landings.

Floor area means the habitable area of a room that has a ceiling height of at least seven feet. Rooms with less than seven feet in height for more than 50 percent of the area are not considered to be floor areas.

Garage means a structure used for storing motorized vehicles that has more than two sides completely enclosed.

Ground floor means that level of a dwelling, below the first floor, located on a site with a sloping or multilevel grade and which has a portion of its floor line at grade.

Habitable room means any room used for sleeping, living or dining purposes, excluding such enclosed places as kitchens, closets, pantries, bath or toilet rooms, hallways, laundries, storage spaces, utility rooms and similar spaces.

Infiltration means the uncontrolled inward air leakage through cracks and interstices in any dwelling and

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around windows and doors of a dwelling caused by the pressure effects of wind, and the effect of differences in the indoor and outdoor air density.

Kitchen means an area used, or designed to be used, for the preparation of food.

Landing means the level portion of a stairs located between flights of stairs or located at the top and foot of a stairs.

Listed and listing means equipment or building components, which are tested by an independent testing agency and accepted by the department of commerce.

Live load means the weight superimposed on the floors, roof and structural and nonstructural components of the dwelling through use and by snow, ice or rain.

Mechanical draft venting system means a venting system for a gas burning appliance that is designed to remove flue or vent gases by mechanical means, such as a fan which may consist of an induced draft portion under nonpositive static pressure or a forced draft portion under positive static pressure.

Naturally vented appliance means an appliance with a venting system designed to remove flue or vent gases under nonpositive static vent pressure entirely by natural draft.

Occupant means an individual or individuals residing in a dwelling or dwelling unit.

Owner means any person having a legal or equitable interest in the dwelling.

Porch means an unenclosed exterior structure at or near grade attached or adjacent to the exterior wall of any building, having a roof and floor.

Repair means the act or process of restoring to original soundness, including redecorating, refinishing, nonstructural repairs, or maintenance, or the replacement of existing fixtures, systems or equipment with the equivalent fixture, system or equipment.

Stabilized means action taken at a site to minimize erosion by mulching and seeding, sodding, landscaping, placing concrete or gravel, or other techniques to prevent soil loss.

Stairway means one or more flights of steps, and the necessary platforms or landings, winder treads, to form a continuous passage from one elevation to another.

Steps means a units consisting of one riser and one tread, alone or in series.

Storage shed means an accessory structure not attached to the principal dwelling, 200 square feet or smaller.

Story means is that portion of a building located above the basement, between the floor and the ceiling.

Structure means anything constructed, the use of which requires location on the ground or attachment to something having location on the ground.

Structural alteration means any change in the supporting members of a building, such as bearing walls, columns, beams, or girders, except such alteration as may be required for the safety of the building.

Structural analysis means a branch of physical sciences, which uses the principal of mechanics in analyzing the impact of loads and forces and their effect on the physical properties of materials in the form of internal stress and strain.

Vent means a vertical flue or passageway to vent fuel-burning appliances.

Window means a glazed opening in an exterior wall, including glazed portions of doors, within a condition space.

(Code 2001, § 54-2; Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 17-22, § 2, 12-5-2017)

Sec. 54-3. State uniform dwelling code.

(a) *Adopted.*

(1) The following provisions of the Wis. Admin. Code, collectively constituting the state uniform dwelling code, ~~Wis. Adm. Code SPS chs. 321 through 325, in association with Wis. Adm. Code SPS 321.40,~~

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~~Manufactured Homes,~~ are adopted by reference and made part of this chapter as if fully set forth in this chapter:

a. Wis. Admin. Code ch. SPS 321, Construction standards.

b. Wis. Admin. Code ch. SPS 322, Energy conservation.

c. Wis. Admin. Code ch. SPS 323, Heating, ventilating and air conditioning.

d. Wis. Admin. Code ch. SPS 324, Electrical standards.

e. Wis. Admin. Code ch. SPS 325, Plumbing.

(2) Any act required to be performed or prohibited by any such provision is required or prohibited by this chapter. A copy of these Wis. Admin. Code provisions and any future amendments shall be kept on file in the office of the city building inspector.

(b) *Amendments.* Future amendments, revisions, or modifications of the Wisconsin Administrative Code provisions incorporated in this chapter are intended to be made a part of this chapter to secure uniform state regulation of one-family and two-family dwellings in this city.

(c) *Applicability.* The Wisconsin Administrative Codes, as adopted in this chapter, are intended to apply to additions and alterations to one-family and two-family dwellings, including existing one-family and two-family dwellings, which were built prior to June 1, 1980 (effective adoption date of the uniform dwelling code), detached garages, accessory buildings, as well as new construction.

(d) *Enforcement and right to inspect.* The building inspector or any inspector of the building inspection department, are hereby authorized and directed to administer and enforce all of the provisions of the uniform dwelling code. The building inspector or any inspector of the building inspection department, as a condition of the issuance of a building permit, shall have the authority to enter at any reasonable time during normal work hours, during the course of the work and until final inspection and approval thereof has been given to inspect such premises for compliance of all state and municipal codes in this chapter.

(e) *Building permits required.* No one-family or two-family dwelling shall be built, enlarged, altered or repaired unless a building permit for that work shall first be obtained by the owner or his or her agent from the building inspector. Application for a building permit shall be in writing upon the form designated by the state uniform dwelling permit application.

(f) (1) *Repairs and additions requiring a permit.* No addition, alteration or repair to an existing one-family or two-family dwelling shall be undertaken unless a building permit for this work is first obtained by the owner or his or her agent from the building inspector. The inspector may not require a permit for minor repairs (i.e., repairs or alterations not affecting occupancy, area, structural integrity, fire protection, exits, lighting or ventilation).

(2) *Accessory buildings.* No accessory building or structure, including detached garages, open sheds, roof covered patios, gazebos, pergolas, fences, or any other accessory building or structure, shall be constructed, enlarged, altered or repaired unless a building permit for that work shall first be obtained by the owner or his or her agent from the building inspector.

(3) *One-family and two-family homes built prior to June 1, 1980.* No addition, alteration, or repair to a one-family or two-family dwelling that was built before June 1, 1980, as per the effective date of the adoption of the uniform dwelling code, shall be undertaken unless a building permit for this work is first obtained by the owner or his or her agent from the building inspector. The inspector may not require a permit for minor repairs (i.e., repairs as defined in Wis. Admin. Code SPS 320.05(3) of the uniform dwelling code, alterations not affecting occupancy, area, structural integrity, fire protection, exits, lighting or ventilation). The following conditions shall be exempt from compliance with the uniform dwelling code when the following conditions exist, including, but not limited to:

a. Stairways in existence prior to June 1, 1980, serving existing habitable space and basements may be rebuilt within the same stairwell opening, provided that the remodeled stair system shall not be less compliant than the preexisting stair system. The dimension of the riser shall not be greater than the dimension of the tread or nine inches. A minimum of six feet of headroom shall be provided. The minimum width shall not be less than 32 inches.

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b. Ceiling height in existence prior to June 1, 1980, serving existing habitable space and basements may have a ceiling height not less than six feet ten inches.

c. Habitable areas above the second floor with a single exit may continue to exist unless an addition is built to the third floor or the floor area is expanded, a second exit would be required in accordance with the uniform dwelling code.

d. Windows that do not conform to the required minimum egress size in accordance with the uniform dwelling Wis. Admin. Code SPS 321.03(6) that are not altered may continue to exist unless an addition or alteration is performed. A bedroom in a basement shall be required to conform to Wis. Admin. Code SPS 321.01(6)(b).

(4) *Submission of plans.* The applicant shall submit two sets of plans along with a comprehensive site plan and soil erosion control plan for new construction to one-family and two-family dwellings at the time that the building permit application is filed. A complete set of building, electrical, plumbing and HVAC plans shall accompany every permit application for alterations and remodeling to all one-family and two-family additions, alterations and remodeling. All required plans submitted for approval, shall be accompanied by sufficient data, calculations and information to determine if the dwelling will meet the minimum requirements of the uniform dwelling code.

(5) *Issuance of the permit.* If the building inspector finds that the proposed building repair, alteration or addition complies with all city ordinances and the uniform dwelling code, the building inspector shall approve this application. The issued building permit shall be posted in a conspicuous place at the building site. A copy of any issued building permit shall be kept on file with the building inspection department. All issued permits become null and void if work or construction authorized is not commenced within 12 months or if construction or work is suspended or abandoned for a period of 12 months at any time after work is commenced.

(6) *Required inspections and requests.* Prior to concealment of any electrical, plumbing, or HVAC installations, buildings shall be inspected at such times and in such manner to be in accordance with all state and local codes, ordinances, or rules applicable thereto. No structural portion of any building or structure shall be covered or concealed until the completion of the required inspections and approval by the building inspector. The permit applicant or an authorized representative shall notify the building inspector after completion of the required inspections as listed in subsection (f)(7) of this section orally, email or in writing. The building inspector shall make a reasonable effort to conduct all inspections in a timely manner. Work shall not proceed until required inspections have been completed and approval given by the building inspector, except that construction may proceed if an inspection has not been performed within two business days after proper notification has been given.

(7) *Inspection types.* The following inspections shall be completed for all projects whenever applicable.

a. *Erosion control inspection.* Erosion control measures shall be inspected after implementation and concurrently with the required inspections for proper maintenance as enumerated in subsections b through d of this section.

b. *Building sanitary, storm, and water service inspection.* The building sanitary sewer, storm sewer, and water service shall be inspected in accordance with Wis. Admin. Code SPS 382.21(1) of the state plumbing code prior to being covered or concealed.

c. *Footing, drain tile, and foundation inspection.* Footings, drain tiles systems at the footings, and foundations shall be inspected after forms have been removed and required insulation and washed stone over the drain tile are in place, prior to backfilling.

d. *Underground building drains and drain tile inspection.* Plumbing building drain, drain tile, washed stone base, and required sub slab vapor retarder shall be inspected prior to backfilling or placement of basement slab floors.

e. *Rough inspection.* General building construction, plumbing, HVAC, and electrical installations shall be inspected after all work is complete, but before any of the installations are covered or concealed.

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f. *Insulation inspection.* Insulation, vapor retarders, air barriers, and exterior drainage planes shall be inspected after installation is complete, but before any of the installations are covered or concealed.

g. *Final inspection.* The dwelling shall not be occupied until a final inspection has been made. The permit applicant shall notify the building inspector orally, by email, or by other written notification for a final inspection upon completion of the permitted work, and not more than 30 days after completion. The final inspection shall be performed within five business days after proper notification and prior to the issuance of a certificate of occupancy. The building inspector shall notify the applicant and/or owner in writing of any code violations to be corrected. All code violations shall be corrected within 30 days after written notification unless an extension of time is granted. Failure to obtain a final inspection upon completion of the permitted work or correct noted code violations prior to occupancy and refusal or neglect to pay for previous permits shall be considered violations of this section and may be subjected to citations and/or a reinspection fee. The building inspector may refuse to issue permits to any person or applicant who has refused or neglected to correct any violations of this chapter.

h. *Stop work order*. If a noted violation is not corrected within 30 days, a stop work order may be served on the owner or the owner's representative, and a copy shall be posted at the construction site. Such stop work order shall not be removed except by written notice of the building inspector after satisfactory evidence has been provided that the noted violations have been corrected.

(8) *Inspection disclaimer.* All inspections are intended to cite conditions of noncompliance in accordance with all state and local code standards that are evident at the time of inspections. An inspection does not involve a thorough examination to all appliances, mechanical systems, and closed structural elements of the building or structure.

(9) *Certificate of occupancy and use.*

a. *One-family and two-family dwellings.* No one-family or two-family dwelling shall be used or occupied until the building inspector has issued a certificate of occupancy. The certificate of occupancy shall state that the work has been completed; all violations have been corrected on the final inspection report and that the use or occupancy complies with provisions of this chapter. Every applicant for a building permit shall be deemed to be an application for an occupancy permit.

b. *Alterations and additions of building.* No addition, alteration or repair to an existing building shall be used or occupied until the building inspector has issued a certificate of occupancy. The certificate of occupancy shall state that the work has been completed; all violations have been corrected on the final inspection report and that the use or occupancy complies with the provisions of this chapter. Every applicant for a building permit shall be deemed to be an applicant for an occupancy permit.

c. *Change in use.* No change in use shall be made to an existing building to another use unless all the applicable provisions of the uniform dwelling code and this chapter are complied with.

(Code 2001, § 54-3; Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 13-17, § 15, 8-20-2013; Ord. No. 17-22, § 3, 12-5-2017; Ord. No. 18-23, § 1, 10-16-2018)

Sec. 54-4. Commercial building code.

(a) *Adopted*.

(1) The following provisions of the Wisconsin Administrative Code, collectively constituting the state commercial building code, ~~Wis. Adm. Code ch. SPS 361 and ch. SPS 360-66~~ are adopted by reference and made part of this chapter as if fully set forth in this chapter:

a. Wis. Admin. Code ch. SPS 360, Erosion control, sediment control and stormwater management.

b. Wis. Admin. Code ch. SPS 361, Administration and enforcement.

c. Wis. Admin. Code ch. SPS 362, Buildings and structures.

d. Wis. Admin. Code ch. SPS 363, Energy conservation.

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e. Wis. Admin. Code ch. SPS 364, Heating, ventilating and air conditioning.

f. Wis. Admin. Code ch. SPS 365, Fuel gas appliances.

g. Wis. Admin. Code ch. SPS 366, Existing buildings.

(2) Any act required to be performed or prohibited by any such provision is required or prohibited by this chapter. Any future amendments, revisions, or modifications of the state commercial building code provisions incorporated in this chapter are intended to be made a part of this chapter to secure uniform state regulation.

(b) *Commercial buildings.* Notwithstanding the provisions of the state uniform commercial building code, no commercial building (i.e., any building not covered by the uniform dwelling code) shall be built, enlarged, altered or repaired unless a building permit for that work has first been obtained by the owner or owner's agent from the building inspector. Application for such building permit shall be made as required by Wis. Admin. Code SPS 361.30 and a copy of such permit, together with the plans and specifications for such construction activities, shall be filed with the building inspector for review in accordance with the requirements of the Wis. Admin. Code SPS 361, and the state uniform commercial building code Wis. Admin. Code SPS 360-66.

(c) *Design.*

(1) Pursuant to Wis. Stats. § 443.14, a public building, structure or place of employment shall be designed by an architect or an engineer, except as provided under Wis. Stats. §§ 443.14 and 443.15;

(2) Pursuant to Wis. Stats. ch. 443, a component or a system, including an electrical system, a fire protection system, a heating ventilating and air conditioning system shall be designed by an architect, engineer, or a designer of engineering systems, except as provided under Wis. Stats. §§ 443.14 and 443.15;

(3) Pursuant to Wis. Admin. Code SPS 361.30-1, the following buildings are exempt from state plan review containing less than 25,000 cubic feet in volume:

a. Buildings of group assembly A-2 or A-3;

b. Business B;

c. Factory F;

d. Mercantile M;

e. Storage S; and

f. Utility and miscellaneous U containing less than 25,000 cubic feet in volume.

(d) Supervision pursuant to SPS 361.40. Except as provided in subsection (e) of this section, the proposed construction of a project within the scope of this code shall be supervised by one or more state registered architects or engineers, except that state registered designers may supervise the installation of heating, ventilating and air conditioning systems, fire protection systems and illumination systems. The person responsible for supervision shall also be responsible for the construction and installation being in substantial compliance with the approved plans and specifications. If the supervising architect, engineer or designer is confronted with a nonconformance with the code during or at the end of construction, that party, together with the designing architect, engineer or designer shall affect compliance or shall notify the department of the noncompliance.

(e) A project does not require supervision by a state registered architect or engineer, if the project qualifies under one of the following conditions:

(1) The building contains less than 50,000 cubic feet total volume.

(2) An addition to an existing building does not cause the entire building to contain or exceed a volume of 50,000 cubic feet.

(3) For the purposes of this subsection, the utilization of the firewalls to divide up a building does not create separate buildings.

(f) *Compliance statement.* Pursuant to Wis. Admin. Code SPS 361.40(4), prior to initial occupancy of a new building or addition, and prior to final occupancy of an alteration of an existing building, the supervising architect,

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engineer, or designer shall file a written statement with the authority that issued plan approval certifying that, to the best of his or her knowledge and belief, construction of that portion to be occupied has been performed in substantial compliance with the approved plans and specifications. This statement shall be provided on a form prescribed by the department.

(g) *Change of occupancy or use.* Pursuant to Wis. Admin. Code SPS 361.03(c)(11), except as provided in Wis. Admin. Code SPS 361.03(c)(12), no change may be made in the use or occupancy of any building or structure, or any space within a building or structure, that would place the building, structure or space either in a different division of the same group of occupancies or in a different group of occupancies, unless the building, structure or space complies with this code's requirements for the new division or group of occupancies, as these requirements exist on the following dates:

(1) Pursuant to Wis. Admin. Code SPS 361.30, the date when plans for the change in occupancy or use are approved by the department or authorized representative;

(2) The date a local building permit is issued, if plan submittal and approval is not required under Wis. Admin. Code SPS 361.30;

(3) The date construction is initiated, where subsections (g)(1) and (2) of this section do not apply;

(4) The date an occupancy permit is issued, where subsections (g)(1) to (3) of this section do not apply.

(h) *Existing buildings and structures.* Unless otherwise stated in the state uniform commercial building code, an existing building or structure, and every element, system, or component of an existing building or structure shall be maintained to conform with the building code requirements that applied when the building, structure, element, system, or component was constructed, and to conform to the International Existing Building Code as adopted into the uniform commercial building code.

(Code 2001, § 54-4; Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 17-22, § 4, 12-5-2017; Ord. No. 18-23, § 2, 10-16-2018)

Sec. 54-5. Excavation and grading.

(a) *Excavations as public nuisance.* Excavations started and not used within six months from the date of initial excavation shall be deemed a nuisance and shall be restored to the original grade level by backfilling, and the owner shall, upon notification from the building inspector in writing, cause such excavation to be properly filled and leveled off within ten days after receiving such notice. Upon failure to comply with such notice, the building inspector may enter upon the premises with such assistance as may be necessary, causing the condition to be corrected and the costs charged against the property and may become a lien against such property and be assessed and collected as a special tax. This section shall also apply to excavations left by the removal or razing of a building, except that such type of excavation shall be deemed a nuisance 30 days after its creation. Nothing in this subsection is intended to in any way abrogate the responsibility of guarding, fencing or otherwise prohibiting access to open excavations.

(b) *Grading.*

(1) *Stormwater drainage plan.* At the time a building permit is issued, the building inspector shall provide the permit applicant with a copy of the subdivision stormwater drainage plan prepared by the city in addition to the erosion control permit for such parcel. The stormwater drainage plan shall be accompanied by a copy of section 46-4(e) regarding stormwater drainage easement restrictions.

(2) *Front and side yard elevations.* The finished grade or elevation of a lawn for any structure measured at a point along the front or sides of such structure shall be not less than 18 inches, nor more than 30 inches above the highest point of the established curb elevation of the abutting streets. In any situation where a building cannot meet the grading requirements set forth in this section due to the topography of such lot or the topography of an abutting street, the building inspector may allow for reasonable variations of such grading requirements.

(3) *Rear yard elevations.* The rear lot finished grades or elevations before seeding or sodding shall conform with plus or minus one inch, to the grade elevations established by the city-approved stormwater drainage plan for the subdivision in which subject property is located. The property owner shall maintain such elevation.

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(Code 2001, § 54-5; Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 17-22, § 5, 12-5-2017)

Sec. 54-6. Littering and damage to property during construction.

(a) *Prohibited acts.* No person shall cause, maintain or permit the littering of any public or private property with mud, dust, brush, stumps, tree limbs, construction or other types of debris as the result of any construction undertaken within the city. No person shall cause damage to any public street, sidewalk, alley, curb, gutter, sewer system or property. No person shall disturb, damage, or otherwise alter the grade elevation established within any city stormwater drainage easement noted on the property subdivision.

(b) *Enforcement.*

(1) Upon issuance of a building or wrecking permit, except for minor alterations, a refundable cash deposit of $100.00 shall be deposited with the city clerk by the person securing the permit, referred to in this section as the "owner." In lieu of a $100.00 cash deposit for each building or wrecking permit, an individual or firm may provide a cash deposit of $100.00 covering all permits issued to that individual or firm. This deposit shall be maintained at $100.00, and the building inspector shall not issue additional permits if the deposit is not maintained at $100.00 and any deficit incurred in correcting the violation is first reimbursed to the city. This deposit shall be refunded when the individual or firm no longer has any active permits, provided that no violations are outstanding at the time of refund. This deposit shall constitute an agreement on the part of the owner to assume responsibility for compliance with the terms of this section on behalf of all persons directly or indirectly employed in the work for which such permit was secured. In addition to such deposit, the owner shall submit a signed, written statement, filed with the building inspector, setting forth the condition of the street, sidewalk, alley, curb, gutter, sewer system or other public property. Any claim of damage or debris existing prior to commencement of work under the building permit may be inspected and certified by the building inspector and shall not be the liability of the claimant. The building inspector may waive the requirements of a cash deposit if he or she determines that the proposed construction is limited in scope and unlikely to cause any littering or damage.

(2) If any authorized deputy of the director of public works determines that a violation exists, written notice shall be given the foreman on the site and/or the owner, ordering compliance within not less than four hours nor more than 48 hours. Upon expiration of the order, if compliance has not been achieved, the city may undertake to correct the violation, with all costs being deducted from the cash deposit posted by the owner. If the cost to the city of correcting a violation shall be more than $100.00, the remainder shall be charged to the owner in the form of a special assessment on the property taxes.

(3) If the owner transfers title of the property prior to payment of all charges for the correction of violations of this section, responsibility for payment shall remain with him or her and no further permits will be issued until such payment is made.

(4) Upon completion of final inspection by the building inspector, the cash deposit shall be returned, less any deductions made for the corrections of violations by the city.

(Code 2001, § 54-6; Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 13-17, §§ 13, 14, 8-20-2013)

Sec. 54-7. Fences and hedges.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Fence means an enclosing barrier, screening or wall consisting of wood, stone, metal, or other material.

(b) *General regulations.* No fence shall have sharp or pointed pickets dangerous to life or limb. Hedges and other plantings shall be continuously trimmed and all parts thereof confined to the property on which they are planted. The owner of the property shall be responsible for locating all property lines prior to construction of any fence. Fences, walls and hedges may be located along a lot line and shall not encroach on the adjacent properties.

(c) *Residential fences.*

(1) No fence exceeding three feet in height shall be allowed within the front yard or corner side yard building setback limits, except fences may be constructed to a height of four feet in corner side yards and front

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yards of lots provided the same is a see-through design (60 percent, plus visibility).

(2) The maximum height of fences on any other property line shall not be more than six feet.

(3) A fence may be allowed to be constructed to eight feet in height abutting a nonresidential zoned property.

(4) Fences, walls, and hedges shall comply with the vision triangle requirements of subsection (d) of this section.

(5) The most attractive side of a fence shall face the adjoining property, meaning that the structural supporting elements are located on the inside of the property.

(6) Fences, walls and hedges installed or constructed in a drainage easement shall not impede normal water drainage. Fences, walls and hedges installed or constructed in a utility easement may be removed by the utility contractor at the owner's expense.

(7) The following are prohibited:

a. Barbed wire fences;

b. Permanent chicken wire;

c. Wire or plastic mesh-type fencing with a wire mesh diameter thinner than 11-gauge wire;

d. Hardware cloth;

e. Snow fencing;

f. Agricultural fencing, including, but not limited to, deer fencing, electrical fences, and single, double and triple strand fences.

(d) *Vision triangle clearance.* The vision triangle area is defined as follows: Beginning at the intersection of the projected street curbing lines of two intersecting streets; thence 30 feet along one property line; thence diagonally to a point 30 feet from the point of beginning on the other property line; thence to the point of the beginning.

(1) No obstructions shall be permitted in the triangular area except for landscaping and fences as regulated by the fence ordinance.

(2) Shrubs, trees, and other vegetation shall not exceed 30 inches in height and shall be largely see-through or shall not create a traffic vision hazard. The building inspector shall be primarily responsible for determining that such growth is maintained to this height and shall notify the property owner and direct that such hedge be trimmed to the height consistent with safe use of a public right-of-way or removed if necessary.

(3) All new and existing deciduous trees shall be free of branches up to a height of six feet above the ground. Coniferous (evergreen) trees shall be maintained so as not to cause a vision traffic hazard.

(4) A ten-foot vision triangle shall be observed at property lines abutting alleys.

(e) *Fence height.* The height of the fence shall be determined from the finished grade to the top of the highest portion of the fence panel. Where the fence is separated by a grade difference with a neighboring property, such as a retaining wall or berm, the fence height shall be determined based on the average of the highest and lowest grade.

(f) *Commercial/industrial fences.* Fences used for industrial or commercial purposes shall have a maximum height of eight feet. Arms or extensions which project from the fence must project into the lot proper. No fence or other structure consisting in whole or in part of barbed wire, rods, bands or other material dangerous to life and limb, shall be erected along or within four feet of any public streets, sidewalks, or alleys in the city.

(g) *Enforcement and penalties.* Any person who violates the foregoing provisions shall be subject to a forfeiture of not less than $5.00 and not more than $200.00 for each offense. Upon notification of violation by the building inspector, each day a violation is allowed to continue to exist shall constitute a separate violation.

(Code 2001, § 54-7; Ord. No. 18-23, § 2, 10-16-2018; Ord. No. 21-03, § 1, 2-17-2021)

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Sec. 54-8. Swimming pools, hot tubs, spas and backyard ponds.

(a) *Purpose.* The purpose of this section is to provide for the health, safety and welfare of all individuals and to provide land use controls in the city.

(b) *Application.* This section shall apply to all new, remodeled, altered and relocated private swimming pools, hot tubs, spas and ponds.

(c) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Portable pool means a container of water less than 18 inches in depth that can be readily disassembled for storage and reassembled to its original integrity.

Spa or *hot tub* means a hydro massage pool or tub for recreational or therapeutic use, designed for immersion of users, which may or may not have a filter, heater and motor driven blower.

Swimming pool means any depression in the ground, either temporary (installed for a period of less than seven days) or permanent (installed for a duration of more than seven days), or an above ground or below ground container of water, either temporary or permanent, which is 18 inches or greater in depth used primarily for the purpose of wading or swimming, excluding portable pools.

Backyard pond or *landscape pond* means any naturally occurring or manmade depression in the ground containing or detaining water, either temporary or permanent which is 18 inches or greater in depth and is used for the purpose of a fishpond or landscape water garden. The term "backyard pond" or "landscape pond" does not include retention or detention ponds used for a stormwater management plan required by the city as a requirement under chapter 28.

(d) *Permit required.* Before commencing the construction and installation of a swimming pool, hot tub, spa, or pond, a permit authorizing such construction must be obtained from the building inspector. Permit applications shall be accompanied by fully dimensioned plans showing the following information:

(1) Location of swimming pool, hot tub, spa or pond on the lot showing the distance from property lines, easements and structures;

(2) Location of overhead and/or underground wiring in relation to swimming pool, hot tub, spa, or pond;

(3) Dimensions and depth of swimming pool, hot tub, spa or pond;

(4) Type, location and height of fence, either existing or proposed;

(5) Type, dimensions and location of deck if proposed.

(e) *General requirements.*

(1) Swimming pools, hot tubs, spas, and ponds shall not be allowed in the front yard and interior side yard building setbacks of interior lots.

(2) Swimming pools, hot tubs, spas and ponds shall not be allowed in the front yard, corner side yard and interior building setbacks of corner lots.

(3) Interior side yard and rear yard setbacks for swimming pools, hot tubs, spas and ponds shall be a minimum of ten feet measured from the property line.

(4) Swimming pools shall not be located closer than five feet to any structure other than a deck.

(5) Swimming pools, hot tubs and spas shall not be located in utility or drainage easements and shall not be located in a conservancy.

(6) All plumbing shall meet the requirements of ~~the state plumbing code,~~ Wis. Admin. Code SPS 382.85.

(7) All electrical work shall meet the requirements of the state electrical code, Wis. Admin. Code SPS 316 and the National Electrical Code.

(f) *Fence requirements.*

(1) A fence of not less than four feet in height, measured from grade, shall completely enclose all swimming

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pools, hot tubs, spas and ponds with the following exceptions:

a. Hot tubs and spas do not need fence protection as long as their covers can be fastened and key locked when unattended and shall be able to withstand 150 pounds.

b. Where decks surround or adjoin an aboveground swimming pool, hot tub, spa or pond, a three-foot minimum height guardrail mounted to and measured from the deck surface to the top of the guardrail will be considered as meeting the fencing requirements as long as the design and construction regulations of this section are complied with and the overall vertical measurement from grade (ground) level to the top of the guardrail is a minimum height of four feet. Sides of stairs and gates leading to a deck shall also comply with the requirements of this section. Interior side yard and rear yard setbacks for a detached deck surrounding a swimming pool, hot tub, or spa shall be measured ten feet from the property line.

c. Ponds may be exempt from the fence requirements if an approved wire screen, mesh or grate is placed and maintained three to four inches below the waterline of sufficient strength to withstand a weight of 100 pounds.

(2) Fences shall be located a minimum of four feet beyond the outside perimeter of a swimming pool, hot tub, spa or pond.

(3) Fences shall be constructed and designed so as to prevent penetration of an object greater than four inches in diameter through or under the fence.

(4) Fences shall be able to withstand 200 pounds of force in any direction and shall be properly maintained in a good state of repair and appearance.

(5) Fences with horizontal boards, spaced more than one inch apart, are prohibited.

(6) All gates or doors opening through a fence enclosure shall be kept securely closed at all times while unattended and shall be equipped with a self-closing and self-latching device designed to keep such gate or door securely closed. All gates or doors shall comply with all other height and structural requirements of this section.

(7) Portable pools do not need fence protection but must be drained or covered in such a manner as to provide public safety when left unattended.

(8) To ensure public safety, variances for lesser fence heights than specified in this section shall not be granted.

(g) *Shielding lights.* Lights used to illuminate any residential swimming pool, hot tub or spa shall be so arranged and shaded as to reflect light away from adjoining premises.

(h) *Drainage.* In no case shall any swimming pool, hot tub, or spa be drained onto properties other than that of the owner of the swimming pool, hot tub or spa.

(i) *Sanitation.* Filtration systems shall be maintained in proper working order. The swimming pool, hot tub or spa shall be kept clean and in sanitary condition at all times.

(j) *Unnecessary noise.* No person shall make, continue or cause to be made or continued, at any swimming pool, hot tub, or spa any loud, unnecessary or unusual noise or any noise which annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others. In the operation of the swimming pool, hot tub or spa, the use or permitting the use or operation of any radio, receiving set, musical instrument, phonograph or other machine or device for the producing of sound in such a manner as to disturb the peace, quiet and comfort of the neighboring inhabitants, or at any time with louder volume than is necessary for convenient hearing of the persons who are in the residential swimming pool, hot tub or spa premises, shall be unlawful.

(k) *Interference with enjoyment of property rights.* No residential swimming pool, hot tub or spa, shall be so located, designed, operated or maintained so as to interfere unduly with the enjoyment of the property rights of owners of property adjoining such residential swimming pool, hot, tub or spa located in the neighborhood of such residential swimming pool, hot tub or spa.

(Code 2001, § 54-8; Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 17-22, § 6, 12-5-2017; Ord. No. 18-23, § 3, 10-16-2018)

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Sec. 54-9. Moving or razing buildings.

(a) *Permit required.*

(1) Except as provided below, a permit is required to move or raze any building in the city. Before such permit is granted by the building inspector, the party applying therefor shall submit a properly completed application for the permit to the building inspection department. Such application shall include:

a. Name of applicant;

b. Name and address of property owners;

c. Address and legal descriptions of property involved;

d. Description of work to be completed, including street route and travel time where building moving is involved; and

e. Such other information as determined necessary by the building inspector.

(2) The permit shall require the applicant to indemnify and hold harmless the city from any and all liability arising from said moving or razing activities.

(3) A permit shall not be required for moving or razing private accessory sheds.

(b) *Bond required.* The applicant shall include with such application a surety bond in the sum of $5,000.00, which bond shall indemnify the city from any costs and expenses which may accrue against the city as the result of granting such permit.

(c) *Insurance requirements.* No permit to move or raze any building shall be granted until the applicant files a certificate of insurance naming the city as an additional insured with the city clerk, giving evidence of liability insurance in the following amounts:

(1) *Moving permit.*

a. Public liability:

1. Bodily injury:

(i) $1,000,000.00 each occurrence;

(ii) $2,000,000.00 aggregate.

2. Property damage:

(i) $500,000.00 each occurrence;

(ii) $1,000,000.00 aggregate.

b. Auto liability:

1. Bodily injury:

(i) $100,000.00 each occurrence;

(ii) $300,000.00 aggregate.

2. Property damage: $100,000.00 each occurrence.

(2) *Razing permit.* Public liability:

1. Bodily injury:

(i) $1,000,000.00 each occurrence;

(ii) $2,000,000.00 aggregate.

2. Property damage:

(i) $500,000.00 each occurrence;

(ii) $2,000,000.00 aggregate.

(d) *Compliance with state law.* The permit holder shall comply with all relevant state statutes and other

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applicable provisions of this Code.

(e) *Additional conditions for moving permit.*

(1) Applicant shall obtain a street closure permit from the department of public works. Such permit request shall include all necessary approvals from public utilities or communications carriers.

(2) The street closure permit may order the move to occur between the hours of 6:30 p.m. and 6:00 a.m. for public safety reasons.

(3) The progress in moving any building shall be as continuous as possible during the hours of the day, and day by day, and night if the building inspector or street closure order requires, until complete, with the least possible obstruction of traffic movement.

(4) No building shall be allowed to remain overnight on any street crossing or intersection so near thereto as to prevent easy access to any fire hydrant, driveway or within 50 feet of the property line of the intersection of the street extended. Any building left in the street overnight shall be barricaded to protect traffic in accordance with the latest state department of transportation Manual of Uniform Traffic Devices.

(5) Tree trimming.

a. No permit shall be granted to move a building in, along or upon the public streets of the city if the measurements shown on the application indicate that street trees along the proposed route will be injured. Trees and shrubs shall not be trimmed or otherwise disturbed without the approval of the director of parks, recreation and forestry and their owner.

b. If it is necessary to trim any city-owned trees or shrubs to move the building and such trimming is approved by the director of parks, recreation and forestry, such department will trim the trees or shrubs and bill the party receiving the permit. The sureties referred to in this section shall be held until full payment of the costs of such trimming is received from the permit holder.

(f) *Additional conditions for razing permit.* Except as provided below, a razing permit may be issued not less than ten calendar days following the building inspector's receipt of a fully completed application, unless the chair of the historic preservation commission, in writing, earlier notifies the chief building inspector or assistant building inspector of its non-interest in or completion of documentation of the property.

(1) The building inspector shall forward such completed application to the chair of the historic preservation commission for it to determine whether the structure subject to the razing permit is listed on the national, state or local register of historic places or if the structure is included in a federal, state or local historic district as a contributing structure. The historic preservation commission may document such structure within the ten calendar-day period as permitted by property owner.

(2) If such structure is listed as on the local register of historic places or if such structure is listed as a contributing property in a local historic district under section 38-6, the regulations of that chapter shall govern the issuance of any permit to raze the structure.

(3) This subsection shall not apply to structures for which an order has been issued for razing or rehabilitation in accordance with Wis. Stats. § 66.0413 or section 94-12.

(Code 2001, § 54-9; Ord. No. 14-01, § 1, 1-7-2014; Ord. No. 15-30, § 1, 11-3-2015; Ord. No. 17-22, § 7, 12-5-2017; Ord. No. 18-23, § 3, 10-16-2018)

Sec. 54-10. Fees for building permits and inspections.

(a) *Payment.* At the time the application for a building permit is filed, the applicant shall pay such fees for such services as are determined by resolution of the common council. Such fees may include late fees, inspection fees and fees for expedited processing.

(b) *Fee calculation.* For all fees based upon building square footage, the square footage calculation shall include all floor levels, basements, attached garages and all spaces enclosed under a roof. All fees so calculated shall be rounded to the nearest dollar.

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(c) *Permit duration.* All permits requiring state approval and all permits for initial construction of one-family and two-family dwellings shall be valid for a period of two years from date of issuance. All other permits shall be valid for one year from date of issuance. Renewal of expired permits shall include fee assessments for such renewal in addition to other fees required by law.

(Code 2001, § 54-10; Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 18-23, § 3, 10-16-2018)

Sec. 54-11. Heating, ventilating and air conditioning permit fees.

(a) *Permit required.* No person shall repair or install any furnace/boiler, air conditioner, fireplace or wood burning stove, or commence any other heating, ventilating or air conditioning work in any structure under the scope of this chapter, or as provided by any Wisconsin Administrative Code provisions adopted under this section, without first obtaining a permit therefor from the building inspector. In addition to any plans and specifications which may be otherwise required by this chapter, the building inspector may require additional information consistent with his or her duty to review such plans prior to issuing a permit under this section.

(b) *Fees.* The applicant shall, at the time such permit application is filed, pay such fee for such services as determined by resolution of the common council. Such fees may include late fees, inspection fees and fees for expedited process.

(c) *Areas included in calculation.* For all fees based upon building square footage, the square footage calculation shall include all heated floor levels, basements, attached garages and all spaces enclosed under a roof. All fees so calculated shall be rounded to the nearest dollar.

(Code 2001, § 54-11; Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 13-17, § 15, 8-20-2013; Ord. No. 17-22, § 8, 12-5-2017; Ord. No. 18-23, § 3, 01-16-2018)

Sec. 54-12. Tents and temporary structures.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Tent means any temporary structure or enclosure, the roof of which and/or one-half or more of the sides are constructed of silk, cotton, canvas, fabric, or sim.

Temporary structure means any tent, trailer or other structure used for human shelter which is designed to be transportable.

(b) *Requirements.* Provided is a list of requirements for the life, health, and safety to the use for tents and temporary structures. It is the license/permit holder's responsibility to comply with the applicable section of this chapter, adoptions of the state uniform commercial building code, International Mechanical Code, International Fuel and Gas Code and the International Fire Code.

(1) *Use period.* The provisions of this section shall apply to temporary tents or structures erected for a period of less than 180 days.

(2) *Permit.* Temporary structures that cover an area in excess of 200 square feet, including connecting areas or spaces with a common means of egress or entrance, which are used or intended to be used for the gathering together of ten or more persons, shall not be erected, operated or maintained for any purpose without obtaining a permit from the building inspector.

(3) *Construction documents.* A permit application and construction documents shall be submitted to the building inspector for each installation of a tent or temporary structure. The construction documents shall include a site plan indicating the location and information delineating the means of egress (MOE) and the anticipated occupant load.

(4) *Location.* Temporary tents and structures shall be located in accordance with the adopted International Building Code Table 602 based on the fire-resistance rating of the exterior walls for the proposed type of construction.

(5) *Electrical installations.* Electrical systems in all tents that accommodate more than 50 people shall be installed in accordance with the requirements of the Wis. Admin. Code SPS 316. All such systems shall be maintained and operated in a safe and workmanlike manner. All systems shall be properly grounded,

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GFCI protection to all outlets with UL approved enclosures, and cables on the ground in areas traversed by the public shall be protected by approved covers.

(6) *Exits.* Exits shall be spaced at equal intervals around the perimeter of the tent or structure and shall be located no more than 100 feet apart.

a. Occupants of 49 or less and a common path of egress travel distance not to exceed 100 feet shall require a minimum of one exit.

b. Occupants of 50 or more shall have a minimum of two exits located at or near the opposite ends of the tent or structure.

c. Exits shall be uniformly distributed but in no case shall the line of the exit travel distance be greater than 100 feet.

(7) *Portable fire extinguishers.* Fire extinguishers with a minimum rating of 2A-10B:C shall be provided in all tents used as places of outdoor assembly where more than 50 persons can be accommodated and shall be placed within 75 feet of any point within the tent or structure.

(8) *Structural elements and wind loads.* Tents and temporary structures shall be designed and constructed to resist any lateral and uplift forces of a design wind load of 90 mph.

(9) *Flame-resistant treatment.* Required for all tents and membrane structures where cooking takes place.

(10) *Heating or cooking equipment.* Tanks, piping, hoses, fittings, valves and tubing, and other related components shall be installed in accordance with the adopted 2009 International Mechanical Code and the International Fuel and Gas Code. LP gas containers shall be located outside. Containers 500 gallons or less shall have a minimum separation of ten feet between container and tents or membrane structures. Gas cylinders shall be adequately secured.

(11) *Combustibles and tent maintenance.* All weeds and combustible vegetation shall be removed from the area adjacent of or within 30 feet of any tent. The grounds both inside and outside of tents shall be kept free and clear of combustible material and waste. The waste shall be stored in approved containers or removed from the premises.

(12) *Smoking shall not be permitted.* No smoking allowed in the tents or structures and approved "No Smoking" signs shall be conspicuously posted.

(Code 2001, § 54-12; Ord. No. 18-23, § 4, 10-16-2018)

Sec. 54-13. Portable storage pods/containers and dumpsters.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Portable storage pods/containers and dumpsters means portable weather resistant container greater than 385 cubic feet (seven feet by seven feet by eight feet) used for storage and containment of household goods, wares, building material, and other miscellaneous goods.

(b) *Portable storage container use.*

(1) No more than one portable storage container on a property at any given time.

(2) No portable storage container shall be allowed for more than 30 days on a property unless an extension is given by the building inspector.

(3) Portable storage containers shall not be larger than eight feet wide, 20 feet long, and eight feet high.

(4) Portable storage containers shall not be placed on the street, city right-of-way, sidewalk, nor cause a vision hazard to traffic.

(5) Portable storage containers shall be stored on a hard surface only (concrete, asphalt, or brick pavers).

(c) *Dumpsters may be used for the duration of a building or alteration project.* Once the project has been completed, the dumpster shall be removed from the property within 30 days.

(Code 2001, § 54-13; Ord. No. 18-23, § 5, 10-16-2018)

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Sec. 54-14. Violations and penalties.

(a) *Records.* The building inspector shall perform all acts and keep all records required under the uniform dwelling code or other state or municipal code adopted hereby. In addition thereto, the inspector shall keep applications for building permits for such purposes and shall regularly number each such permit. A record showing the number, description, and size of all buildings erected indicating the kind of materials used and the cost of each building aggregate cost of all one-family and two-family dwellings shall be kept.

(b) *Penalty.* No person shall erect, use, occupy or maintain any building or structure subject to regulation under this chapter in violation of any provision of this chapter or to cause or permit any such violation to be committed. Any person violating any provision of this chapter shall, upon conviction, be subjected to a forfeiture as determined by resolution of the common council, together with the costs of prosecution, and if in default of payment, shall be imprisoned for a period of not less than one day nor more than six months, or until such forfeiture and costs are paid. For the purposes of this subsection, each 24-hour period any such violation is allowed to exist shall constitute a separate violation.

(Code 2001, § 54-14; Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 14-20, § 1, 12-16-2014; Ord. No. 18-23, § 3, 10-16-2018)

Sec. 54-15. Appeal of building inspection decisions.

Any person feeling aggrieved by an order or determination of the building inspector may appeal from such order or determination as provided by state law. If state law is not applicable, appeal may be to the board of appeals under procedures customarily used to effectuate an appeal to the board of appeals.

(Code 2001, § 54-15; Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 18-23, § 3, 10-16-2018)

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Chapter 58

FIRE PREVENTION

Sec. 58-1. Intent.

It is the intent of this chapter to prescribe regulations consistent with recognized good practice for the safeguarding to a reasonable degree of life and property from the hazards of fire and explosion arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the use of occupants of buildings or premises.

(Code 1974, § 16.01; Code 2001, § 58-1)

Sec. 58-2. Interpretation.

Pursuant to section 58-3, this chapter adopts several provisions of the Wis. Admin. Code. In any conflict between the Wis. Admin. Code provisions and the provisions of this chapter, the more restrictive provision shall prevail. The definition provision incorporated within the Wis. Admin. Code provision is adopted and shall be utilized in the interpretation of the same terms as used in this chapter.

(Code 1974, § 16.02; Code 2001, § 58-2)

Sec. 58-3. Code adoptions.

(a) Except as expressly set forth below as modifications to specific codes, the following codes, as they may be officially amended, altered or revised from time to time, are adopted by reference as if fully set forth herein:

National Fire Protection Association (NFPA) publications:		
	2009 Uniform Fire Code	
	Life Safety Code (NFPA 101)	
Wis. Admin. Code chs:		
	307	Explosives and Fireworks
	310	Flammable, Combustible and Hazardous Liquids
	314	Fire Prevention
	316	Electrical
	318	Elevators, Escalators and Life Devices
	320—325	Uniform Dwelling Code
	328	Smoke Detectors and Carbon Monoxide Detectors
	330	Fire Department Safety and Health Standards
	332	Public Employee Safety and Health
	340	Gas Systems
	343	Anhydrous Ammonia
	345	Mechanical Refrigeration
	361—366	Commercial Building Code
	366	Existing Buildings
	381—387	State Plumbing Code
Wisconsin Statutes:		

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The publications listed in this subsection shall be referred to collectively as the city's fire prevention code. Current copies of such code shall be available from the fire chief and the bureau of fire protection department.

(b) Amendments of the Uniform Fire Code:

(1) Section 1.1.2 is modified. Title. These regulations shall be known as the fire code of De Pere, Wisconsin, and may be referred to as the city fire code.

(2) Section 1.3.3.1 is added. Conflicts. Where a conflict in the application of these standards with respect to a specific requirement exists, the most restrictive requirement shall apply.

(3) Section 1.12.5 is modified. Permits required. Permits required by this code shall be obtained through the office of building inspector. Permit fees shall be as set forth in section 54-8 of the De Pere Municipal Code. Permit fees shall be paid prior to issuance of the permit. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the Authority Having Jurisdiction (AHJ).

(4) Section 1.12.7 is added as follows. Required operational permits. The AHJ shall be notified of the operations and materials as set forth in tables 1.12.7(a) through 1.12.7(d) and based on the nature of operations may require an inspection for compliance with city codes. The AHJ may require a permit where the operations have a potential for exceeding reasonable limits or place the public at increased risk.

(5) Section 1.10 is deleted in its entirety and replaced with. Appeals. Municipal Code section 58-7 Appeals.

(6) Section 1.7.14.4 is added as follows. Failure to comply. Any person who shall continue to work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a separate fine for each separate 24-hour period or portion thereof that the work progresses.

(7) Section 3.2.2 is modified to add. AHJ. Shall have authority to enforce the fire prevention and safety regulations as set forth in section 1.1.1 in both new and existing structures.

(8) Sections 10.11.4 is deleted in its entirety and replaced with. Recreational fires. Municipal Code section 58-9(b), recreational fires.

(9) Section 12.3.2.3.1 is added. Marking of fire separation assemblies. All fire rated assemblies shall be marked at least every 50 feet describing the type and hourly rating of the assembly in such locations as to be found by maintenance personnel when servicing the buildings systems. Stencils shall use a minimum one-inch lettering and, where possible, be applied in the locations where[1] penetrations exist.

(10) Section 13.2.1.1 is added. Multiple fire department connections. Where multiple fire department connections are provided for sprinkler or standpipe systems on the same structure, all such systems shall be interconnected in accordance with NFPA 14.

(11) Section 13.2.3.4.1 is added. Standpipe systems. Any subsection that requires installation Class II or Class III standpipes shall substitute fire extinguishers and Class I connections near outside access doors. Where connections draw supply from the building sprinkler system said supply shall be from a riser feeding an area not adjacent to the door.

(12) Section 13.7.1.4.1.1 is added. Fire alarm system upgrade. Where a required fire alarm system is found to be nonfunctional, disabled, or obsolete and the same cannot be repaired or replaced, the system shall be upgraded to the code requirements under the most current version as promulgated in the National Fire Alarm Code NFPA 72.

[1] Please confirm and clarify the use of the term "penetrations" in this provision.

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(13) Sections 13.7.1.4.8.6 is deleted in its entirety and replaced with. Manual fire pull stations are required at all exit doors in structures where a fire alarm system is required. Exception. Single-family and multifamily residential occupancies with direct egress.

(14) Section 13.7.1.2 is added. Zone map. A map showing the locations for all devices in a system shall be provided at the control panel and any remote annunciator panels. The zone map shall be plotted on a building layout showing each floor independently. The map shall be displayed in a manner approved by the AHJ and contain instructions for operation of alarm controls.

(15) Section 13.7.3.2.2.4.3 is added. Notification of testing. The installing contractor shall notify the AHJ of all required testing. The AHJ may require all testing to be witnessed by a member of the fire department.

(16) Section 18.2.3.4.2 is modified to add. Surface. The surface provided shall be made of asphalt, concrete, or other such materials as approved by the authority having jurisdiction.

(17) Section 18.3.4.1 is deleted in its entirety and replaced with. A five foot clear space shall be maintained around the circumference of fire hydrants unless otherwise approved. No person shall erect, construct or install any structure or device of any nature, nor shall any such structure or device be maintained within the five foot clear space. No person shall plant any tree, shrub, bush, or other planting, nor maintain any of the same in such a manner that such planting, when mature, shall encroach within the clearance around any fire hydrant.

Exception. This section shall not apply to any structure that may be placed upon a city right-of-way by a public utility pursuant to any easement or franchise, and the provisions of such easement or franchise shall specifically govern the placement of those structures.

(18) Section 18.3.8 is added. Notice to remove. The director of public works, the fire chief or their respective designee shall notify any property owner of a violation of this section and shall direct the removal of such obstruction within a reasonable period of time not to exceed 30 days. If the same is not removed within the time period set forth in such notice, such obstruction is declared to be a public nuisance under chapter 78 of the De Pere Municipal Code.

(19) Section 60.1.13.2.4 is added. Building hazard identification. A hazard identification sign complying with NFPA 704M, sized at least 12 inches square, shall be affixed to the side of the structure that has the primary fire vehicular access. The sign shall have the identification numbers indicating the most hazardous level for materials in each category. The sign shall be displayed in a location approved by the AHJ.

(20) Section 65.1.3 is added. The possession, handling, storage, sale, and use of any fireworks without a permit are prohibited. Exception: caps (less than 1/4 grain of explosive mixture); toy snakes (without mercury); sparklers (not exceeding 0.25 inch outside diameter); paper confetti, streamer, or smoke devices; noise makers not exceeding three grams (without explosion, spark, or flame).

(21) Section 65.1.4 is added. Financial responsibility. The applicant shall agree to save and hold the city, its officers, officials, employees and agent's harmless from any and all injury or damage that may occur to any party as a result of the permit being granted. To secure such hold harmless agreement, the permitee shall provide with the permit application, a certificate of general liability insurance covering the activities allowed under the permit, in an amount not less than $2,000,000.00, which names the city as an additional insured thereunder for the purposes of the permit. Such general liability insurance policy shall not be voidable or subject to cancelation during the time the permit is valid.

(Code 1974, § 16.03; Code 2001, § 58-3; Ord. No. 20-14, § 1, 6-18-2002; Ord. No. 08-07, § 1, 5-6-2008; Ord. No. 12-32, § 1, 12-18-2012)

Sec. 58-4. Bureau of fire prevention and investigation.

The city has created and established a bureau of fire prevention and investigation which shall be operated under the supervision of the fire chief, who may appoint an assistant fire chief to such bureau. The fire chief or assistant fire chief shall have the authority to issue citations for violations of any provisions of this chapter. This section shall not apply to single- and two-family residences and accessory buildings or temporary structures used

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for construction purposes in connection thereof unless a hazardous condition injurious to public safety exists therein.

(1) *Duties.* The fire chief or designee shall have the authority to enforce the regulations of this chapter and all other laws, lawful orders, and ordinances including those, which relate to the prevention of fires, including, but not limited to:

a. The prevention of fires;

b. The storage, sale, use and handling of combustibles, flammables, and explosives or otherwise hazardous materials;

c. Hazardous conditions arising from defective or inadequate equipment for handling or using flammable, combustible, or explosives or otherwise hazardous materials;

d. The installation and maintenance of automatic sprinkler systems, fire alarm systems, fire protection equipment, appliances and devices;

e. The maintenance of fire escapes and other means of egress;

f. The means, adequacy and maintenance of exits from all buildings, structures or other places designed or used for human habitation, occupancy, or use for any purposes;

g. The investigation of the cause, origin and circumstances of fires.

(2) *Reports.* The bureau of fire prevention shall prepare and file the following reports:

a. An annual report containing all information on matters regulated by this chapter, together with statistics and such other information as may be required, shall be compiled by the bureau and transmitted to the fire chief.

b. The bureau shall make such reports as may be required by the state department of commerce.

(3) *Other duties.* The bureau of fire prevention may perform such other acts as are set forth in this chapter or otherwise provided by laws or as directed by the fire chief.

(4) *Inspections.* The fire chief or designee may cause to be inspected any building, structure, or occupancy on an annual basis, or more often, which is subject to the regulations of this chapter for a determination of compliance herein.

(5) *Submission of records.* Contractors, engineers, test companies and licensed and/or certified testers who perform inspections, testing and/or maintenance services on fire protection and life safety systems and equipment within the city are required to electronically submit all complaint and noncompliance reports to the fire chief or designee in the manner and format approved by the fire chief.

(6) *Correction of hazardous conditions.*

a. *Defective buildings.* Notwithstanding the provisions of any Wis. Admin. Code provision adopted in this chapter, when the inspector may find a building or other structure which, for want of repairs, lack of sufficient egress, or alarm apparatus, or fire extinguishing equipment, or by reason of dilapidated condition, or from any other cause, creates a condition where a fire may occur imminently making the same unfit for human habitation, occupancy or use, the same may be condemned as provided under Wis. Stats. § 66.0413.

b. *Existing structures.* Where existing structures have components or systems that do not comply with the current requirements, such systems or components may be permitted to remain, if in the opinion of the inspector, such design does not result in conditions that reasonably could create imminent danger on the premises, other property, or the occupants thereof, provided such component or system complied with the code in force at the time of installation. Such nonconforming component or system shall be brought into compliance with the current code whenever the following occurs: a change of use or occupancy, a change of ownership, an addition is made to such premises, or remodeling over 50 percent of the value of the structure, not including the value of property, is made over a four-year period, whichever occurs first.

c. *Orders.*

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1. *Service.* Except as provided when proceeding under Wis. Stats. § 66.0413, all orders issued under this section shall be in writing and personally served upon the owner and occupant of the premises. If the occupant or owner of the premises cannot be found, such written order shall be mailed to occupant and owner, addressed to the last-known post office address.
2. *Compliance.* All such orders shall provide a time for compliance therewith.
3. *Application.* The provisions of this section may be suspended in cases of emergency or other situations where prompt action is required.

(Code 1974, § 16.04; Code 2001, § 58-4; Ord. No. 02-14, § 2, 6-18-2002; Ord. No. 08-07, § 1, 5-6-2008; Ord. No. 12-32, § 1, 12-18-2012; Ord. No. 22-05, § 1, 5-17-2022)

Sec. 58-5. Investigation of fires.

The fire rescue department may investigate the cause and origin of fires occurring in the city by which property has been destroyed or damaged and, so far as possible, to determine whether the fire is the result of carelessness, accident, or design. Such investigations shall begin upon the occurrence of such fire, and if it appears to the officer making such an investigation that such fire is of a suspicious origin, the fire chief or his or her designee shall be immediately notified. The investigator may thereupon take charge immediately of the physical evidence, may notify the proper authorities designated by law to pursue the investigation of such matters and shall further cooperate with the authorities in the collection of evidence and in the prosecution of any intentional act. The officer in charge of any such fire scene shall file a written report with the chief within 24 hours. Such reports shall be in a form as prescribed by the fire chief and shall contain a statement of facts relating to the cause, origin, and circumstances of such fire, and other information as required.

(Code 1974, § 16.05; Code 2001, § 58-5; Ord. No. 08-07, § 1, 5-6-2008; Ord. No. 12-32, § 1, 12-18-2012; Ord. No. 13-17, § 15, 8-20-2013)

Sec. 58-6. Modifications of code requirements.

The fire chief shall have power to modify any of the provisions of the fire prevention code upon application in writing by the owner or lessee, or his or her duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code, provided that the spirit of the code shall be observed, public safety secured, and substantial justice done. The particulars of such modifications when granted or allowed and the decision of the fire chief thereon shall be entered upon the records of the department, and a signed copy shall be furnished to the applicant. In addition, a copy of such application and decision shall be filed with the city clerk.

(Code 1974, § 16.06; Code 2001, § 58-6; Ord. No. 08-07, § 1, 5-6-2008; Ord. No. 12-32, § 1, 12-18-2012; Ord. No. 13-17, § 15, 8-20-2013)

Sec. 58-7. Appeals.

Whenever the fire chief disapproves an application or refuses to grant a permit applied for pursuant to the provisions of this chapter, or when it is claimed that the provisions of this chapter do not apply or that the true meaning of the code and orders entered pursuant thereto have been misconstrued or wrongly interpreted, the aggrieved party may request review of such decision within 30 calendar days of the decision under Wis. Stats. § 68.08. Such review shall be conducted by the city administrator under Wis. Stats. § 68.09. Any appeal of the decision on review under Wis. Stats. § 68.10 shall be to the board of public works, whose decision shall be deemed a final decision.

(Code 1974, § 16.07; Code 2001, § 58-7; Ord. No. 08-07, § 1, 5-6-2008; Ord. No. 12-32, § 1, 12-18-2012)

Sec. 58-8. Obstruction of fire hydrants.

(a) *Intent.* Fire hydrants are located at various points within city streets to provide for the public health, safety and general welfare of the residents of the city. Obstruction of such fire hydrants is declared to create a situation, which is of imminent danger to persons and property within the area and a substantial hindrance in the efficient and effective control of fires by the city's fire personnel. Based upon the foregoing, the regulations of this section are enacted.

(b) *Structures and plantings.* Notwithstanding any apparent authority under any other provisions of this

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Code, no person shall erect, construct or install any structure or device of any nature whatsoever, nor shall any such structure or device be maintained within five feet of any fire hydrant. No person shall plant any tree, shrub, bush or other planting, nor maintain any of the same in such a manner that such planting, when mature, shall encroach within five feet of any fire hydrant.

(c) *Notice to remove.* The director of public works, city forester, the fire chief or their respective designees shall notify any property owner of noncompliance with this section and shall direct the removal of such obstruction within a reasonable period. If the same is not removed within the time period set forth in such notice, such obstruction is declared to be an unauthorized encroachment, and the same shall be summarily abated by the city with the costs thereof charged to the abutting property owner.

(d) *Exception.* This section shall not apply to any structure that may be placed upon a city right-of-way by a public utility pursuant to any easement or franchise, and the provisions of such easement or franchise shall specifically govern the placement of those structures.

(e) *Penalty period.* Any person violating the provisions of this section shall be subject to forfeiture in an amount not less than $1.00 nor more than $1,000.00.

(Code 1974, § 16.08; Code 2001, § 58-8; Ord. No. 08-07, § 1, 5-6-2008; Ord. No. 12-32, § 1, 12-18-2012)

Sec. 58-9. Open burning.

(a) *Prohibited generally.* Except as otherwise provided in this section, all open burning is prohibited within the city.

(b) *Recreational fires.* A campfire or cooking fire located at a single-family or two-family private residence, started and tended in compliance with the following requirements, is exempt from prohibition:

(1) No recreational fire shall be closer than 15 feet from any building, structure, shed, garage or any other combustible material.

(2) All recreational fires shall not have a diameter larger than two feet, and the fire may not extend more than two feet above the pit. The fire pit shall be surrounded on the outside by a noncombustible material such as concrete block or rock.

(3) Portable fire pits (defined as devices specially designed and intended to contain and control outdoor wood fires) may be used in accordance with the manufacturer's recommendations and within the above requirements and must be used upon a noncombustible surface.

(4) No recreational fire shall be started or allowed to continue burning when the wind direction or wind speed will cause smoke, embers, or other burning materials to be carried by the wind toward any building or other inflammable materials. Smoke from any recreational fire shall not create a nuisance for neighboring property owners. The fire shall be extinguished immediately upon the complaint of a neighboring property owner in regard to nuisance smoke.

(5) Material for recreational fires shall not include rubbish, garbage, recyclable items, trash, any material made of or coated with rubber, plastic, leather or petroleum based materials, leaves and yard waste products and shall not contain any flammable or combustible liquids. All products must be naturally occurring unprocessed wood.

(6) Adequate fire suppression equipment shall be immediately available to extinguish or control the recreational fire.

(7) All recreational fires shall be attended at all times by at least one responsible person of age 18 or older from the ignition of the fire until the fire is completely extinguished.

(8) The renter/lessee of any leased property must provide written documentation from the property owner, giving permission to have a recreational fire on that property.

(9) The property owner and/or person who has started any recreational fire shall hold the city harmless from any and all such liability for any damage caused by a recreational fire.

(10) Any party who has started or maintains a recreational fire shall pay any and all costs incurred by the fire

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department for any service-related call as a result of a recreational fire not in compliance with the requirements of this chapter.

(c) *Residential outdoor cooking fire.* Open or closed cooking grills in residential occupancies are exempt from prohibition, except as follows:

(1) For all multifamily dwellings more than one story in height, the use of any propane, charcoal, wood or gas cooking device is prohibited above the first floor occupancy.

(2) For all multifamily dwellings more than one story in height, the use of any open or closed outdoor cooking fire, charcoal or propane cooking device, or any open flame device, is prohibited within 15 feet of the structure on the ground floor or any combustible material on the ground floor. Smoke from cooking grills shall not create a nuisance for neighboring property owners.

(d) *Training fires.* Approved live fire training for fire protection purposes shall be exempt from the prohibition.

(e) *Emergency power of fire chief.* When the fire chief determines there are environmental conditions likely to produce a serious threat of fire to life and property, the fire chief of the fire department may impose a burning ban and burning restrictions and require that no person may:

(1) Set, build or maintain any open fire, except propane grills, when placed on a noncombustible surface.

(2) Throw, discard or drop matches, ashes or other burning materials while out of doors and in the immediate vicinity of combustible natural vegetation.

(3) Light or use any fireworks, or caps, toy snakes, sparklers, smoke bombs except in displays or use authorized by the fire department where adequate fire prevention measures have been taken.

(4) Such a ban described in this subsection (e) shall be lifted when the environmental conditions change so that a serious threat of fire is no longer present.

(Code 1974, § 16.10; Code 2001, § 58-10; Ord. No. 99-10, § 1, 5-18-1999; Ord. No. 08-07, § 1, 5-6-2008; Ord. No. 12-32, § 1, 12-18-2012)

Sec. 58-10. Penalty for violation of chapter.

Any person who shall violate any provision of this chapter or any order, rule or regulation issued under this chapter shall be subject to a penalty as provided in the penalties provision set forth in section 1-11.

(Code 2001, § 58-11; Ord. No. 08-07, § 1, 5-6-2008; Ord. No. 12-32, § 1, 12-18-2012)

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Chapter 62

ELECTRICAL CODE

Sec. 62-1. NFPA 70: National Electrical Code and Wis. Admin. Code SPS 316 adopted.

NFPA 70: National Electrical Code and the state electrical code, Wis. Admin. Code SPS 316 (hereinafter, adopted codes), as from time to time hereafter amended, are adopted by reference and made a part of this chapter. A violation of any provision therefrom shall be a violation of this chapter.

(Code 2001, § 62-1; Ord. No. 19-07, § 1, 3-19-2019)

Sec. 62-2. Purpose.

The purpose of this electrical code is the practical safeguarding of persons and property from hazards arising from the use and installation of electrical equipment and systems. The installation of electrical equipment and systems for the construction of new one- and two-family dwellings are governed by section 54-8.

(Code 2001, § 62-2; Ord. No. 19-07, § 1, 3-19-2019)

Sec. 62-3. Definitions.

In addition to the words, terms and phrases as defined in the adopted codes, the following words, terms and phrases, when used in this chapter, shall have the meanings set forth in this section, except where the context clearly indicates a different meaning:

Alter and *alterations* means to make changes in electrical equipment previously operating.

Authorized signature means the person qualified under this code to install, alter or maintain electrical equipment and who is responsible for the work included on the permit.

Department means the state department of safety and professional services.

Electrical construction means the installation of electrical wiring.

Electrical contractor means any person, firm or corporation engaged in the business of erecting, installing, altering, repairing, servicing or maintaining electrical wiring.

Electrical wiring has the meaning given in Wis. Stats. § 101.80(1m), which provides:

> The term "electrical wiring" means all equipment, wiring, material, fittings, devices, appliances, and apparatus used for the production, modification, regulation, control, distribution, utilization, or safeguarding of electrical energy for mechanical, chemical, cosmetic, heating, lighting, or similar purposes, as specified under the state electrical code. The term "electrical wiring" does not include the equipment, wiring, material, fittings, devices, appliances, fixtures, and apparatus used by a public utility, and electric cooperative, or a wholesale merchant operator for the purpose of generating, transmitting, distributing, or controlling heat, light, power, or natural gas to its customers or members.

Electrical equipment means material and apparatus required to operate or control electrical power.

Inspection means to observe or check that electrical equipment is in compliance with the standards set forth in this code; may be static or dynamic, visual or with meters.

Inspector means the electrical inspector.

Journeyman electrician means the person installing, altering or repairing electrical wiring and equipment as covered by the state electrical code.

Master electrician means the person planning or superintending and the installing, altering or repairing of electric wiring and equipment as covered by the state electrical code.

Multifamily dwelling means an apartment building row house, town house, condominium home that does not exceed 60 feet in height or six stories and that consists of three or more attached dwelling units, the initial

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construction of which is begun on or after January 1, 1993. See Wis. Stats. §§ 101.71(6) and 101.61(1).

One-family and two-family dwelling means any building that contain one or two dwelling units, the construction of which commenced on or after December 1, 1978.

State electrical wiring code means Wis. Admin. Code ch. SPS 316.

(Code 2001, § 62-3; Ord. No. 19-07, § 1, 3-19-2019)

Sec. 62-4. Inspections.

In addition to the requirements of the adopted codes, the following regulations are imposed:

(1) *Generally.* Upon the completion of the wiring of any building or before any wiring is to be concealed, it shall be the duty of the person, firm, or corporation doing the wiring to notify the inspector, who shall inspect the installation. If, upon inspection, the inspector determines such installation is fully in compliance with this chapter and does not constitute a hazard to life or property, the installation shall be approved and concealment of such wiring or connection for electrical service authorized. If the inspector determines the installation is incomplete or not strictly in accordance with this chapter, the inspector shall issue orders to the person installing the wiring to remove all hazards and make the necessary changes or additions.

(2) *Types required.*

a. *Rough inspections.* All wiring systems covered under this chapter, which are to be concealed within the building, shall be inspected within two business days after notification is received or as otherwise agreed between the wiring installer and inspector.

b. *Service inspections.* When a wiring system is to become energized, it shall first be approved by the inspector.

c. *Final inspections.* Prior to occupancy, a general inspection of all equipment and systems shall be required.

(Code 2001, § 62-4; Ord. No. 19-07, § 1, 3-19-2019; Ord. No. 19-19, § 1, 9-17-2019)

Sec. 62-5. Right of access to buildings.

The inspector or designee authorized in writing shall have the right, during reasonable hours, to enter any public or private building and all premises in the discharge of official duties or for the purpose of making any inspection or test of the electrical wires or appliances contained therein. The inspector shall be given prompt access to any premises upon notification to the owner or person in charge.

(Code 2001, § 62-5; Ord. No. 19-07, § 1, 3-19-2019)

Sec. 62-6. Authority to discontinue electrical operations.

The inspector may cause to be turned off all electric current to any equipment which is found to be in an unsafe condition, may cut or discontinue electrical service in emergencies and where such electrical current is dangerous to life or property or may interfere with the work of the fire/rescue department. No person shall reconnect any equipment thus cut off until written permission is given by the inspector.

(Code 2001, § 62-6; Ord. No. 19-07, § 1, 3-19-2019)

Sec. 62-7. Electrical inspector; duties and authority.

(a) *Designated.* The senior building inspector shall be the electrical inspector.

(b) *Duties.* The inspector shall perform all appropriate inspections as defined in this chapter and keep complete records of all permits issued, inspections made, and other official work performed under this chapter.

(c) *Deputy inspector.* To efficiently carry out the duties of the office, the inspector may designate, in writing, inspection duties and authority to a person possessing sufficient qualifications as are necessary to perform the duties of inspector under this chapter.

(Code 2001, § 62-7; Ord. No. 19-07, § 1, 3-19-2019)

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Sec. 62-8. Issuance of permit.

(a) *City not liable.* This chapter shall not be construed to relieve from, or lessen the responsibility of, any party owning, operating, controlling or installing any electrical equipment for damages to anyone injured or any property damaged or destroyed by any defect therein, nor shall the city be held as assuming any such liability by reason of the inspection authorized in this chapter or certificate of inspection issued as provided in this chapter.

(b) *Violations and errors not excused by issuance.* The issuance of a permit or the approval of plans and specifications shall not be deemed or construed to be permission for, or approval of, any violation of any provision of this chapter. No permit presuming to give authority to violate or to fail to comply with the provisions of this chapter shall be valid except insofar as the work or use which it authorizes is lawful. If, subsequent to the issuance of a permit, errors are discovered in the application, plans, specifications or execution of the work, the electrical inspector or an authorized agent may require the correction of such errors and may rescind the permit and prevent electrical operations from being further carried on thereunder when in violation of this chapter or of any other city ordinance.

(Code 2001, § 62-8; Ord. No. 19-07, § 1, 3-19-2019)

Sec. 62-9. Licensing.

As provided under Wis. Stats. § 101.862:

(1) No person may engage in the business of installing, repairing, or maintain electrical wiring unless the person is licensed as an electrical contractor by the department;

(2) No person may install, repair, or maintain electrical wiring unless the person is licensed as an electrician by the department or unless the person is enrolled as a registered electrician by the department; and

(3) No person who is not a master electrician may install, repair, or maintain electrical wiring unless a master electrician is at all times responsible for the person's work.

(Code 2001, § 62-9; Ord. No. 19-07, § 1, 3-19-2019)

Sec. 62-10. Homeowner exemption to license requirement.

As allowed under Wis. Stats. § 101.862(4)(a), a homeowner may install wiring in the owner's own home, provided that:

(1) The work is done on a single-family dwelling;

(2) The person occupies the dwelling at the time the work is being done; and

(3) The signature on the permit shall be that of the owner who shall do the work and the homeowner signs a municipal electrical homeowner's acknowledgement form.

(Code 2001, § 62-10; Ord. No. 19-07, § 1, 3-19-2019)

Sec. 62-11. Exemptions.

The following shall be exempt from provisions of this electrical code:

(1) Installation in ships, watercraft other than floating buildings, railway rolling stock, aircraft, or automotive vehicles other than mobile homes and recreational vehicles.

(2) Installations for generation, transformation, or distribution of power used exclusively by railways for signaling and communication purposes.

(3) Installations of communication equipment under exclusive control of communication utilities, located outdoors or in building spaces used exclusively for such installations.

(4) Installations in manufactured homes, other than electrical wiring alterations in existing manufactured homes.

(5) Installations under the exclusive control of an electric utility, or an electric cooperative where such installations meet any of the following situations:

a. Consist of service drops or service laterals and associated metering.

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b. Are located in legally established easements or rights-of-way designated by public service commissions, utility commissions, or other regulatory agencies having jurisdiction for such installations.

c. Are on property owned or leased by the electric utility for the purpose of communications, metering, generation, control, transformation, storage, or distribution of electric energy.

Installations for the purpose of street or area lighting owned and under exclusive control of electrical utilities or municipalities, where located outdoors on property owned or leased by the utility; on or along public highways, streets, roads, or similar public thoroughfares; or outdoors on private property by established rights, such as easements, shall comply with this chapter or Wis. Admin Code ch. PSC 114.

(Code 2001, § 62-11; Ord. No. 19-07, § 1, 3-19-2019)

Sec. 62-12. Electrical permit fees.

(a) *Permits required.* The inspector shall issue permits for all electrical installations upon filing of a proper application, which shall be made on forms furnished by the inspector, and upon payment of the proper fee. The application shall prescribe the nature of work, as well as such other information as may be required for inspection. Permits may only be issued to those persons possessing a valid license under this chapter, with the sole exception that a permit may be issued to a property owner pursuant to section 62-10.

(b) *Fees.* At the time the application for an electrical permit is filed, the applicant shall pay such fee for such services as are determined by resolution of the common council, such fees may include inspection fees, late fees and fees for expedited process.

(c) *Square footage calculation.* For all fees based upon building square footage, the square footage calculation shall include all floor levels, basements, attached garages and all spaces enclosed under a roof. All fees so calculated shall be rounded to the nearest dollar.

(d) *Permits may be refused.* The electrical inspector, or other person authorized to issue permits pursuant to this chapter, may refuse to issue permits to any person who has refused or neglected to pay for previous permits after due notice. Permits may also be refused to any person who has refused or neglected to correct any violations of this chapter after due notice.

(Code 2001, § 62-12; Ord. No. 19-07, § 1, 3-19-2019; Ord. No. 19-19, § 2, 9-17-2019)

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Chapter 66

PLUMBING CODE

Sec. 66-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Apprentice means a person other than a master or journeyman plumber, registered as such with state division of health in compliance with the rules and regulations governing apprentices.

House sanitary drain means all underground piping inside the building and to a point three to five feet outside the building designed to convey sanitary sewage to the house sanitary sewer.

House sanitary sewer means that part of the sanitary drainage system extending from the sewer service lateral or other disposal terminal to within three to five feet outside the building designed to convey sanitary sewage to the house sanitary sewer.

House storm drain means all underground piping inside the building and to a point three to five feet outside of the building designed to convey the discharge of all roof leaders, refrigerator drains and all other clear water drains to the house storm sewer.

House storm sewer means all underground piping designed to convey the discharge of the house storm drain, surface drains, yard drains, cistern overflows and all other clear water drains to the storm sewer service lateral at the curb or other disposal terminal.

Plumbers means master and journeyman plumbers licensed by the state division of health.

Plumbing means:

(1) All piping, fixtures, appliances and appurtenances in connection with the water supply and drainage system within a building and to a point from three to five feet outside of the building.

(2) The construction and connection of any drain or waste pipe carrying domestic sewage from a point three to five feet outside the foundation walls of any building and the connection to any sewer service lateral at the curb or other disposal terminal, including private domestic sewage treatment and disposal systems and the alteration of any such system, drain or waste pipe except minor repairs to faucets, valves, pipes, appliances and the removal of stoppages.

(3) The water service piping from the building to the curb box at the street curb, alley or other terminal, and the connection of domestic hot water storage tanks, water softeners and water heaters with the water supply system.

(4) Water supply piping and plumbing appliances, including water pressure systems other than the city system and water mains and appurtenances in connection therewith.

(5) The construction of all stormwater drains from a point within three to five feet outside of the foundation wall of any building to the storm sewer at the curb or other disposal terminal. The construction and connection of all piping and appurtenances in connection with the stormwater drains within a building and to a point three to five feet outside the building.

Sewer service lateral means that part of the drainage system extending from the curb to the connection with the main sewer.

Storm sewer service lateral means that part of the stormwater drainage system extending from the curb to the main in the street.

(Code 1974, § 18.01; Code 2001, § 66-1)

PROOFS

Sec. 66-2. State plumbing code adopted.

Wis. Stats. ch. 145 and Wis. Admin. Code chs. SPS 381—387 ~~COMM chs. 82—87~~, together with all amendments, are adopted and by reference made a part of this chapter with the same force and effect as though set out in this section in full. Failure to comply with any of the provisions of the statutes or administrative rules, regulations and bulletins, shall constitute a violation of this chapter, punishable according to the penalties provided.

(Code 1974, § 18.02; Code 2001, § 66-2; Ord. No. 99-17, § 1, 7-20-1999)

Sec. 66-3. Plumbing inspector.

(a) *Qualifications.* There is created an office of plumbing inspector. The person chosen to fill the office of plumbing inspector shall be skilled in the designing, planning, installation, superintending and inspection of plumbing and building drainage work, and who shall have at least ten years practical experience in such work.

(b) *Duties and authority.* The plumbing inspector shall have control of the supervision and inspection of plumbing and drainage work within or in connection with all buildings within the city. He or she shall make or cause to be made all inspections of house sewers from the main sewer, or other disposal terminal to the buildings, and shall faithfully enforce all laws, ordinances and rules in relation thereto. It shall be the duty of the plumbing inspector to see that the construction, reconstruction and alteration of all plumbing, drainage and plumbing ventilation hereafter installed in all of the buildings in the city shall conform with the laws and ordinances of the state and the rules and regulations laid down by the state department of commerce and the city and that the work is done by licensed plumbers as provided by law and this chapter, and to make all inspections required thereby and in the manner therein set forth. The plumbing inspector shall have the right to enter any building during reasonable hours in the discharge of his or her duties. The plumbing inspector is empowered to exercise in the best interests of the general public such supervision over all plumbing and drainage installations as may be necessary to adequately enforce and administer the provisions of this chapter and state law and code to make plumbing safe and sanitary and to promote public welfare in all classes of buildings, private and public.

(Code 1974, § 18.03; Code 2001, § 66-3; Ord. No. 13-17, §§ 13, 15, 8-20-2013)

Sec. 66-4. Records and reports.

The plumbing inspector shall prepare suitable records and applications for the permits required, keep in his or her office a proper daily record of all transactions of his or her office, and file a monthly report covering the same with the council.

(Code 1974, § 18.04; Code 2001, § 66-4; Ord. No. 13-17, § 15, 8-20-2013)

Sec. 66-5. Inspections.

Inspections shall be made as provided for in the state code and this chapter, and shall include:

(1) Inspection of the entire house sewer and drain from the main sewer or other disposal terminal to the building, including connections at point of discharge, and the water service from curb box into building.

(2) The house drain within the building and its branches, under test as prescribed, which inspection shall be made before any part of the drain has been covered.

(3) The soil, waste and vent pipe known as roughing in, shall be inspected under test before it is enclosed or covered.

(4) Final inspection of the plumbing installation after fixtures, appurtenances and appliances have been tested and completed, and the installation is ready for use. When practical, the final inspection shall be made with the water supply serving such plumbing system turned on for such test purposes.

(5) The plumbing inspector shall furnish the owner or the plumber with a certificate of such inspection indicating whether the installation has been approved or disapproved and giving the reasons therefor in writing.

(Code 1974, § 18.05; Code 2001, § 66-5)

PROOFS

Sec. 66-6. Notice of inspection.

Whenever any work is ready for inspection the plumbing inspector shall be notified by the plumber in charge, specifying the location by street number or land description. Unless especially permitted by the plumbing inspector, all work, either plumbing, water supply piping, house sewers or drainage shall be left uncovered until examined and approved by him or her. The plumber in charge shall make such arrangements as will enable the inspector to reach all parts of the building readily and shall have present the proper apparatus and appliances for making the tests and shall furnish all materials and perform all labor in making such tests as required for proper inspection. When inspection is desired, the request shall be made by phone, in person, or in writing during office hours.

(Code 1974, § 18.06; Code 2001, § 66-6; Ord. No. 13-17, § 14, 8-20-2013)

Sec. 66-7. Plumbing permits.

(a) *Required.* No person shall engage in any plumbing work in any building, make any connection with any building, sewer or drains, or do any other plumbing work required by this chapter or any state administrative code without first making application and paying the requisite fee for a plumbing permit under this section. The plumbing inspector may require plans and specifications prior to approval of any permit. The permit may be issued by a designee of the plumbing inspector. The fee for such permit shall be as provided in this section.

(b) *Restrictions.* No person will be granted a permit by the plumbing inspector to do plumbing or drainage work until such individual has made application for and received a permit to connect with the public sewer system. No permit will be issued to anyone not licensed and bonded, where applicable, or who has failed to renew such license and bond or had failed to comply with the provisions of this chapter. No permit will be issued to any plumber or person against whom any order issued by the plumbing inspector is pending.

(c) *Denial.* No permit shall be issued to anyone during the time that the person has failed to remedy any defect work after proper notification by the plumbing inspector. Such notice shall state that the applicant has been held responsible for defective work under the provisions of this chapter. Bad faith or unreasonable delay in the performance of plumbing or drainage work or failure to respond promptly to official communication shall be deemed as sufficient reason for withholding permits, and a master plumber shall be held responsible for violations of these regulations by himself or herself or with any of his or her employees.

(d) *Fees.* At the time the application for a plumbing permit is filed, the applicant shall pay such fees for such services as are determined by resolution of the common council. Such fees include late fees, inspection fees, and fees for expedited process.

(e) *Expiration.* All permits are good for a continuous performance of the work named thereon. Permits will automatically expire when work ceases for a period of 60 days without good and reasonable cause and will automatically expire upon completion of work for which it was issued.

(Code 1974, § 18.07; Code 2001, § 66-7; Ord. No. 99-33, §§ 3—5, 12-21-1999; Ord. No. 02-20, § 6, 7-16-2002; Ord. No. 06-33, § 9, 11-8-2006; Ord. No. 13-17, §§ 14, 15, 8-20-2013)

Sec. 66-8. Registration of plumbers.

(a) *Required.* Any person who engages in, or works at, the business of plumbing in the city, either as a master, journeyman or apprentice plumber, before engaging in such work shall register his or her full name and address with the plumbing inspector. Such registration shall be renewed in January each year.

(b) *Property owner.* A property owner may do plumbing on or in an existing residence occupied by him or her as his or her principal residence without being licensed therefor. This section shall not apply to connections to municipal storm or sanitary sewers or water mains or their laterals.

(Code 1974, § 18.08; Code 2001, § 66-8; Ord. No. 13-17, §§ 14, 15, 8-20-2013)

Sec. 66-9. Sewer connections.

(a) *Supervision.* All sanitary and storm sewer connections is under the supervision of the plumbing inspector and department of public works. No laying, relaying, opening or connection to a sewer service lateral or main shall be permitted except upon gaining the permits required under this section and subject to direct supervision and inspection by the above-referenced offices.

PROOFS

(b) *Permits.* No person shall open any street, alley or other place for the purpose of connecting to a storm or sanitary sewer lateral main or other terminal without first obtaining from the director of public works or his or her authorized agent the permits required by this section.

(1) *Excavation permit.* Prior to excavating for the purpose of connecting to a sewer lateral main or other terminal within the public rights-of-way, the applicant shall obtain from the director of public works or his or her authorized agent a permit to open any street, alley or public place. This permit shall be acquired at the municipal service center and, at the time of issuance of such permit, arrangements shall be made for inspection of such connection. The fee for the excavation permit shall be as provided in section 22-11.

(2) *Lateral connection permit.* No person shall connect to any sewer or water lateral or other disposal terminal, lay any sanitary or storm sewer or drain or make any attachment or extension to any old drain or sewer, private or public, inside or outside of the building, without first obtaining from the plumbing inspector or his or her authorized agent a permit under this section. The plumbing inspector may require any plans he or she deems necessary to determine the adequacy of any such connection before issuing a sewer lateral connection permit. The fee for a lateral connection permit shall be as determined by resolution of the common council.

(3) *Authorized persons only.* Permits under this section shall be granted only upon application by licensed and bonded master plumbers or plumbers possessing a restricted sewer license where such persons are authorized by agent or owner of the premises desiring to make the connection, extension or alteration. The applicant shall state the name of the owner and that the applicant and the owner will be bound and subject to the rules and regulations provided by this chapter and all other relevant state administrative code provisions and giving the exact location of the premises, stating the purpose for which such connection or extension or alteration is to be used, the time the work is to be done, and all other particulars with respect thereto as may be reasonably required by the director of public works or plumbing inspector.

(Code 1974, § 18.09; Code 2001, § 66-9; Ord. No. 99-33, § 6, 12-21-1999; Ord. No. 02-20, § 7, 7-16-2002; Ord. No. 13-17, §§ 9, 13, 15, 8-20-2013)

Sec. 66-10. Record of sewer connections.

(a) *Recordkeeping.* The plumbing inspector with the cooperation of the director of public works shall keep a proper sewer connection record in a book, card index or plat provided for that purpose showing the location of the lot, the name of the owner of the premises desiring to make such connection and the master plumber proposing to lay the sewer or drain, and the exact location with the public sewer of each drain or sewer so laid.

(b) *Depth of sewer and location of junction.* Information concerning the sizes, locations and depths of public and private sewers or drains and the position of the branch, junction and appurtenances will be furnished by the director of public works upon request. All reasonable care will be taken to ensure the correctness of such information, but such correctness will not be guaranteed under any circumstances. When in accordance with the measurements furnished, the junction is not found, a slant connection with a one-eighth bend shall be used, and such connection shall be made under the direction of the plumbing inspector.

(Code 1974, § 18.10; Code 2001, § 66-10)

Sec. 66-11. Construction of house sewers and building drains.

(a) *Separate drains for each building and exceptions.* Every building must be separately and independently connected with the street sewer, except in cases where a house or accessory building stands in the rear of a principal building.

(b) *Minimum size of building sanitary and storm sewers.* All building sewers shall be sized to serve the needs of the premises. No house sewer shall be less than four inches inside diameter.

(c) *Types of sanitary and storm sewer pipe.*

(1) All new and existing sanitary and storm sewer piping extending from the main sewer or other disposal terminal to within three to five feet of the outside of the foundation wall of any building must consist of listed schedule 40 PVC or other approved material under state law.

PROOFS

a. All new building storm sewers shall be a minimum of four-inch, schedule 35, or other approved and listed material.

b. All underground building drains shall be laid on original or firm ground or thoroughly compacted material. Initial backfill on the sides of the pipe and to a depth of 12 inches over the pipe shall be sand, gravel or crushed stone.

c. An approved and listed tracer wire for direct burial shall be installed per manufacturers requirements to all new nonmetallic sanitary sewer, storm sewer and water service piping.

1. Tracer wire shall be provided to serve the water service, sanitary sewer and storm sewer and brought up at the building exterior. An extra 18 inches of tracer wire shall be provided at the termination point for access and protected with one-inch PVC raceway to a depth of 18 inches below grade.

2. Tracer wire shall be provided with access points at a minimum 400 fee and/or have an access point at the building exterior and brought up to grade. An approved splice shall be made at the curb stop, sanitary lateral and storm lateral.

3. All splices shall be made in accordance with the manufacturer's requirements or using compression type connections.

4. Sewer contractor shall leave an extra 20 feet of tracer wire at the termination of the storm sewer at the trench line and brought up to grade at the storm riser prior to backfilling the foundation.

(2) All new and existing building sanitary and storm drains shall consist of an approved and listed material under state law.

(3) To prevent backflow of groundwater where there is evidence of substantial groundwater in clays soils, a minimum six-foot long clay dam shall be installed between the building foundation and the lateral connection prior to backfilling of a sanitary sewer.

(d) *Cleanouts.* Where required:

(1) *All gravity horizontal drains within or under a building shall be accessible through a cleanout.* The developed length of drain piping between cleanouts shall not exceed 75 feet. Cleanouts in drains stacks 28 to 60 inches off the floor may serve horizontal drains.

(2) *Sanitary building sewers.* Sanitary building sewers six inches or less in diameter shall be provided with cleanouts and manholes such that cleanouts are located not more than 100 feet apart and manholes are located not more than 400 feet apart.

(e) *Drain ends and connections guarded.* The ends of all sewers and drain piping not immediately connected, and the open ends of all abandoned sewers shall be securely closed to prevent the introduction of sand or earth.

(f) *Defective or inferior pipe.* No master plumber or other authorized persons shall lay and connect with any public sewer a pipe that is cracked, damaged or of an inferior grade or quality under penalty as is provided in this chapter.

(g) *Roots in sewers.* When it becomes necessary to dig up vitrified clay or other type building sewers because of stoppages by tree roots, such sewer shall be replaced in its full length with Schedule 40 PVC pipe or other approved and listed material under state law.

(h) *Drains conveying industrial wastes.* No person shall connect any public garage, factory, brewery, distillery, stockyard, slaughterhouse, tannery or other building or establishment of any kind by any drain or sewer with the main sewer, through which it is intended or designed to discharge any offal, garbage, filth or other solid refuse or through which substance may be discharged into the main sewer, unless such installations are provided with an adequate intercepting appliance approved by the plumbing inspector. Piping for industrial plants or like buildings must convey such wastes separately to a predetermined point so that the restricted wastes may be treated prior to discharge into the house sewer or public sewer. (Also see restricted wastes and appliances as contained in the state code.)

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Note. The attention of owners, architects, engineers and plumbers is directed to the above provisions. For additional information consult the plumbing inspector.

(i) *Catchbasins or floor drains.* All building catchbasins or floor drains shall be of a design approved by the plumbing inspector and discharge to a sanitary sewer. Catchbasins shall be placed on private property. Garage floor drains shall connect to the sanitary sewer and shall not be connected to foundation drains nor to a clear water sump.

(j) *Grease traps and interceptors.* Grease traps or grease interceptors shall be installed wherever greasy wastes from pot or dishwashing sinks and appliances are discharged into a building drain or sewer and shall be approved and listed under state law. All grease traps shall be readily accessible, maintained and cleaned.

(k) *Drains discharging obnoxious liquids.* No person shall connect any premises with any drain or sewer entering into the main sewer through which any obnoxious, explosive or odorous liquids or substance may be discharged into the main sewer.

(l) *Backwater valve required.*

(1) Backwater protection. An approved backwater valve shall be installed in the sanitary sewer or building drain of every new building subject to backflow and shall be so located as to be readily accessible.

(2) Backwater valves, when fully opened, shall have the capacity not less than that of pipes in which installed.

(Code 1974, § 18.11; Code 2001, § 66-11; Ord. No. 08-32, § 1, 11-18-2008)

Sec. 66-12. Access to premises.

The plumbing inspector or his or her authorized agent upon written order from such plumbing inspector stating the reason therefor, and within a reasonable time from the presentation of such order shall have free and unobstructed access to any part of a private home or premises where a house sewer or drain, plumbing or appliances in connection therewith have been installed, between the hours of 9:00 a.m. and 6:00 p.m. and free access at any time to any building under construction or any public building without notification, if the conditions warrant doing so, for the purpose of examining plumbing, water supply piping and appliances and the construction, condition and usage with relation to sewage or waste disposal.

(Code 1974, § 18.12; Code 2001, § 66-12; Ord. No. 13-17, § 15, 8-20-2013)

Sec. 66-13. Water supply systems.

In addition to those regulations referred to in section 66-2, the following requirements are imposed upon the installation of water supply systems:

(1) The water meter shall be installed downstream from the control valve and shall:

a. Be a maximum of 12 inches from the control valve; and

b. Be a minimum of 18 inches and a maximum of 48 inches above the floor.

(2) The water meter shall be accessible.

(3) If plastic is utilized in the water service, the pipe/water meter shall be securely fastened or mounted to a rigid support.

(Code 2001, § 66-13; Ord. No. 99-17, § 2, 7-20-1999)

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Chapters 67--69

RESERVED

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Chapter 70

SEWER SYSTEM

Sec. 70-1. Purpose, intent and objectives.

(a) The purpose of this chapter is to promote and protect the public health, safety and general welfare of the citizenry of the city, to enhance aquatic life, scenic and ecological values and enhance municipal, industrial and recreational use of water.

(b) The city adopts and incorporates herein the Green Bay Metropolitan Sewerage District (GBMSD) Sewer Use Ordinance, dated March 2, 2006, as may be amended from time to time. In case of a direct conflict between this chapter and the GBMSD sewer use ordinance, the terms and conditions of the GBMSD sewer use ordinance shall prevail.

(c) The objectives of this chapter are to:

(1) Prevent the introduction of pollutants into the city wastewater system which will interfere with the normal operation of the system;

(2) Prevent the introduction of pollutants into the wastewater system which do not receive adequate treatment at the GBMSD, and which will pass through the system into receiving waters or the atmosphere or otherwise be incompatible with the system;

(d) Pursuant to Wis. Stats. § 66.0813(3) the city limits its wastewater treatment service area to the corporate limits of the city as the same exists as of the effective date of the ordinance from which this chapter is derived. This section does not limit the obligation to serve as it existed as of the effective date of the ordinance from which this chapter is derived. This section may be amended to expand such service area as provided in Wis. Stats. § 66.0813(3).

(Code 2001, § 70-1; Ord. No. 07-31, § 1, 12-18-2007)

Sec. 70-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approving authority means the board of public works of the city.

Biochemical oxygen demand (BOD) means the quantity of oxygen utilized in the biochemical oxidation of organic matter in five days at 20 degrees Centigrade, expressed as milligrams per liter. Quantitative determination of BOD shall be made in accordance with procedures set forth in 40 CFR part 136.

Building drain means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the lateral.

~~*City* means the city of DePere, Brown County, Wisconsin.~~

Debt service charge means a charge levied on the users of the sewer utility for the retirement of capital expenditures.

~~*Director of public works* includes his/her written designee.~~

Compatible pollutants means biochemical oxygen demand, suspended solids, phosphorus, ammonia, or pH, plus additional pollutants identified in the WPDES permit for the publicly owned treatment works receiving the pollutants if such works were designed to treat such additional pollutants to a substantial degree.

Floatable oil is oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. A wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection or treatment system.

GBMSD means the Green Bay Metropolitan Sewerage District.

Garbage means the residue from the preparation, cooking, and dispensing of food, and from the handling,

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storage, and sale of food products and produce.

Ground garbage means the residue from the preparation, cooking, and dispensing of food that has been shredded to such degree that all particles will be no greater than one-half inch in any dimension and will be carried freely in suspension under normal flow conditions in public sewers.

Incompatible pollutants or wastewater means wastewater with pollutants or of such a strength that will adversely affect or disrupt the wastewater treatment processes or effluent quality or sludge quality if discharged to a wastewater treatment sewerage system facility.

Industrial waste means the wastewater from industrial process, trade, or business, as distinct from sanitary sewage, and the discharge from sewage pretreatment facilities.

Lateral means the extension from the public sewer or other place of disposal beginning outside the building wall.

~~*May* is permissible.~~

Municipal wastewater means the spent water of a community. From the standpoint of source, it may be a combination of the liquid- and water-carried wastes from residences, commercial buildings, industrial plants and institutions, together with any groundwater, surface water, and stormwater that may have inadvertently entered the sewerage system.

Natural outlet means any outlet, including storm sewers, into a watercourse, pond, ditch, lake or other body of surface water or groundwater.

pH means the logarithm of the reciprocal of the hydrogen ion concentration. The concentration is the weight of hydrogen ions, in moles per liter of solution. Neutral water, for example, has a pH value of seven and a hydrogen ion concentration of 10^{-7} .

Parts per million shall be a weight-to-weight ratio; the parts per million value multiplied by the factor 8.34 shall be equivalent to pounds per million gallons of water.

~~*Person* means any and all persons, including any individual, firm, company, municipal or private corporation, association, society, institution, enterprise, government agency, or other entity.~~

Phosphorus means elemental phosphorus determined by and in accordance with the procedure set forth in Federal Regulations, 40 CFR part 136.

Pollutant means contaminant present in wastewater, including, but not limited to, dredged spoil, solid waste, incinerator residue, sewage, garbage refuse, oil, solvents, flammables, sewage sludge, munitions, chemical wastes, biological materials, radioactive substances, heat, wrecked or discarded equipment, rocks, sand, soil, toxic substances and residential, commercial, industrial, or agricultural waste.

Pretreatment means the reduction, elimination or the alteration of pollutant properties prior to, or in lieu of, discharge into the sanitary sewer.

Public sewer means a sewer which is provided by or subject to the jurisdiction of the city and will consist of the following increments:

Collector sewer means a sewer whose primary purpose is to collect wastewaters from individual point source discharges.

Force main means a pipe which wastewater is carried under pressure.

Interceptor sewer means a sewer whose primary purpose is to transport wastewater from collector sewers to a treatment facility.

Pumping station means a station positioned in the public sewer service at which wastewater is pumped to a higher level.

Sanitary sewage means a combination of liquid- and water-carried wastes discharged from toilets and sanitary plumbing facilities, together with such groundwaters, surface waters, and stormwaters as may have inadvertently entered the sewerage system.

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Sanitary sewer means a sewer that carries liquid- and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with small quantities of groundwaters, surface waters, and stormwaters that are not admitted intentionally.

Septage means the wastewater or contents of septic or holding tanks, dosing chambers, grease interceptors, seepage beds, seepage pits, seepage trenches, privies or portable restrooms. Septage does not include waste disposed at an authorized and designated dumping station for recreational vehicles.

Sewage means the spent water of a community. The preferred term is "municipal wastewater."

Sewer service areas means the areas presently served by the municipal wastewater sewage collection system and those areas within the city identified by the current county sewage plan.

Sewer service charge means a service charge levied on users of the wastewater collection and treatment facilities for payment of use-related capital expenses as well as the operation and maintenance costs, including replacement costs associated with the facilities.

Sewer system means the common sanitary sewers within a sewerage system which are primarily installed to receive wastewaters directly from facilities which convey wastewater from individual structures or from private property, and which include service connection "Y" fittings designed for connection with those facilities. The facilities which convey wastewater from individual structures, from private property to the public sanitary sewer, or its equivalent, are specifically excluded from the definition of the term "sewerage collection system."

Sewerage system means all structures, conduits and pipes, by which sewage is collected, treated, and disposed of, except plumbing inside and in connection with buildings served, and service pipes, from building to street main.

Sewer utility means the sewer collection system components owned by the city.

~~*Shall* is mandatory.~~

Slug load means any substance released at a discharge rate and concentration which causes interference to wastewater treatment processes or plugging or surcharging of the sewer system.

Standard Methods means the examination and analytical procedures set forth in the most recent edition of Standard Methods for the Examination of Water, Sewage, and Industrial Wastes published jointly by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation.

Storm drain or *storm sewer* means drain or sewer for conveying surface water, groundwater, subsurface water or unpolluted water from any source.

Stormwater runoff means that portion of the rainfall that is collected and drained into the storm sewers.

Suspended solids means solids that either float on the surface of, or are in suspension in, water, wastewater, septage, or other liquids, and that is removable by laboratory filtering as prescribed in 40 CFR part 136 and is referred to as nonfilterable residue.

Total Kjeldahl Nitrogen (TKN) means the sum of free ammonia and organic nitrogen compounds as determined by standard laboratory procedures in accordance with 40 CFR part 136, as amended from time to time. TKN is a measurable quantity which will be used as billing parameter for billing ammonia treatment costs.

Unpolluted water means water of quality equal or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.

Wastewater facilities means the structures, equipment, and processes required to collect, measure, meter, carry away, store, and treat domestic and industrial wastes and dispose of the effluent.

Wastewater treatment works means an arrangement of devices and structures for treating wastewater, septage, industrial wastes, and sludge. Sometimes used as synonymous with waste treatment. In the case of the city sewer utility, these facilities are owned by GBMSD.

Watercourse means a natural or artificial channel for the passage of water, either continuously or intermittently.

Wisconsin Pollutant Discharge Elimination System (WPDES) permit is a document issued by the state

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department of natural resources which establishes effluent limitations and monitoring requirements for a wastewater treatment facility.

(Code 2001, § 70-2; Ord. No. 07-31, § 1, 12-18-2007)

Sec. 70-3. Management, operation, and control.

The management, operation, and control of the sewer system for the city is vested in the board of public works; all records, minutes and all written proceedings thereof shall be kept by the director of public works and all financial records shall be kept by the city finance director.

(Code 2001, § 70-3; Ord. No. 07-31, § 1, 12-18-2007)

Sec. 70-4. User rules and regulations.

(a) *General.* The rules, regulations, and sewer rates of the city set forth herein or as amended by the city, shall be considered a part of the contract with every person, company or corporation who is connected to or uses the city sewer system and every such person, company or corporation, by connecting with the sewer system, shall be considered as expressing his or her or their assent to be bound thereby.

(1) Whenever any of such rules and regulations are violated, the use or service may be shut off from the building or place of such violation (even though two or more parties are receiving service through the same connection) and may not be re-established except by order of the common council and on payment of all arrears, the costs, expenses and established charges of shutting off and putting on, and such other terms as the common council may determine, and a satisfactory understanding with the party that no further cause for complaint shall arise.

(2) The right is reserved to the common council to change the rules, regulations, and sewer rates from time to time as they may deem advisable; and to make special rates and contracts in all proper cases.

~~The following rules and regulations for the government of licensed plumbers, sewer users and others, are adopted and established.~~

(b) *Plumbers.* No plumber, pipe fitter, or other person will be permitted to do any plumbing or pipe fitting work in connection with the sewer system without first receiving a license from the state and obtaining permission from the building inspection department. All service connections to the sewer main shall comply with state plumbing code.

(c) *Use of public sewers required.*

(1) It is unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the city, or in any area under the jurisdiction of the city's sewer utility, any human or animal excrement, garbage or other objectionable waste.

(2) It is unlawful to discharge to any natural outlet within the city, or in any area under the jurisdiction of the city's sewer utility, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter and the NPDES permit.

(3) Except as provided in this section, it is unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage, except where public sewerage is not available and the required permits have been obtained.

(4) The owner of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes situated within the city and abutting on any street, alley or right-of-way in which there is now located, or may in the future be located, any public sanitary sewer of the city, is required, at his or her expense, to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this chapter within 30 days of written notice to do so upon failure to do so, the city may cause such connection to be made and charge the property for such costs as a special charge under Wis. Stats. § 66.0627.

(d) *Water metering.* Public and private water systems shall be metered within five days for connecting the lateral system to the sanitary sewer system. The owner shall be responsible for preparing the water piping for meter installation and contacting the city water utility to install the meter. Failure to install the metering will initiate a bill

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for sewer usage of $50.00 a month from the time of sewer connection.

(e) *Application for sewer service.*

(1) No unauthorized person shall uncover, make any connections with, or opening into, use, alter, or disturb any sewer main or appurtenance thereof without first obtaining a written permit from the department of public works.

(2) Every person desiring to connect to the sewer system shall file an application in writing with the department of public works on such forms as is prescribed for that purpose. The application must state fully and truthfully all the wastes which will be discharged. If the applicant is not the owner of the premises, the written consent of the owner must accompany the application. Person connected to the sewer system of the city sewer utility are referred to herein as "users."

(3) There shall be two classes of lateral permits:

a. For residential and commercial service; and

b. For service to establishments producing industrial wastes.

In either case, the person shall make application on a special form furnished by the city. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the city. A permit and inspection fee for a lateral permit shall be paid to the city at the time the application is filed. The industry, as a condition of permit authorization, must provide information describing its wastewater constituents, characteristics and type of facility.

(4) A lateral permit will be issued and a sewer connection shall only be allowed if it can be demonstrated that the downstream sewerage facilities, including sewers, pump stations and wastewater treatment facilities have sufficient reserve capacity to adequately and efficiently handle the additional anticipated waste load.

(5) If, in the opinion of the city, insufficient reserve capacity exists to adequately and efficiently handle the additional waste loads anticipated from a new industrial connection, such authority may:

a. Refuse to issue the sewer permit.

b. Require additional time before issuing the permit to increase the capacity of the sewer system so as to possess the capability to adequately and efficiently handle the additional anticipated waste load.

(6) If the type or volume of material from industrial property for which a sewer permit was previously granted shall materially and substantially change, the person granted such permit previously shall, upon order of the city:

a. Make a new application to the utility in the same manner and form as previously made;

b. Cease and desist from such discharge or be subject to disconnection, fine and other penalties provided by this chapter.

(7) The size, slope, alignment and materials of construction of a lateral, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the city. In the absence of code provisions, or in amplification thereof, the materials and procedures set forth in appropriate specifications of the American Practice No. 9 and the Wisconsin Administrative Code shall apply.

(8) All costs and expenses incident to the installation and connection of the lateral shall be borne by the owner. The owner shall indemnify the city from any loss or damage that may be directly or indirectly occasioned by the installation of the lateral.

(f) *User to keep in repair.* All users shall keep their own service pipes in good repair and protected from frost, at their own risk and expense, and shall prevent any unnecessary overburdening of the sewer system. The service pipe shall be defined to be the building drain and lateral pipe extending from the building to the main line sewer.

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(g) *User use only.* No user shall allow others or other services to connect to the sewer system through his or her lateral.

(h) *Vacating of premises and discontinuance of service.* Whenever premises served by the system are to be vacated, or whenever any person desires to discontinue service from the system, the city must be notified. Removal of the structure shall include removal of the lateral to the property line and capping of the lateral at the property line. The owner of the premises shall be liable for any damages to the property of the system other than through the fault of the system or its employees, representatives, or agents.

(i) *User to permit inspection.* Every user shall permit the city sewer utility or its duly authorized agent, at all reasonable hours of the day, to enter their premises or building to examine the pipes and fixtures, and the manner in which the drains, and sewer connections operate.

(j) *Construction.*

(1) Whenever possible, the lateral shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by a means which is approved by the city.

(2) No person shall make connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a lateral or building drain which in turn is connected directly or indirectly to a public sanitary sewer.

(3) The applicant for the lateral permit shall notify the city when the lateral is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the city or their representative.

(4) All excavations for lateral installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city.

(k) *Installation of house laterals.* All service pipes (laterals) on private property will be installed in accordance with Wis. Admin. Code SPS 382. As required by Wis. Admin. Code SPS 382, all laterals shall be inspected: The lateral and private interceptor main sewer shall be inspected upon completion of placement of the pipe and before backfilling and tested before or after backfilling. Prior to installation of any service the applicant shall obtain inspection permits from the building/plumbing inspector.

(l) *Septage acceptance location.* No septage shall be discharged to the city's sewerage system.

(m) *Additional authority.* The city may at any time establish specific connection and lateral charges for any main not covered by any other provisions in this chapter. In addition, the city may amend or alter any connection or lateral charge after its establishment under the terms of this chapter or previous ordinance or resolution.

(Code 2001, § 70-4; Ord. No. 07-31, § 1, 12-18-2007; Ord. No. 13-17, §§ 10, 15, 8-20-2013)

Sec. 70-5. Use of the public sewerage system.

(a) *General discharge prohibitions.* No discharger shall contribute or cause to be discharged, directly or indirectly, any of the following described substances into the wastewater disposal system or otherwise to the facilities of the city.

(1) Any liquids, solids or gases which my reason of their nature or quantity are, or may be, sufficient either alone or by interaction to cause fire or explosion or be injurious in any other way to the operation of the city wastewater facilities or the GBMSD wastewater treatment works.

(2) Solid or viscous substances which will or may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater system.

(3) Any wastewater having a pH less than 5.0 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the system.

(4) Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, or to exceed

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the limitation set forth in state or federal categorical pretreatment standards.

A toxic pollutant shall include, but not be limited to, any pollutant identified in the toxic pollutant list set forth in Wis. Admin. Code NR 215.

(5) Any noxious or malodorous liquids, gases, or solids which either singly or by interaction are capable of creating a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for their maintenance and repair.

(6) Any substance which may cause the city and GBMSD effluent or treatment residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process.

(7) Any substance which will cause the city and GBMSD to violate its WPDES and other disposal system permits.

(8) Any substance with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.

(9) Any wastewater having a temperature which will inhibit biological activity in the GBMSD wastewater treatment works resulting in interference; but in no case, wastewater with a temperature at the introduction into GBMSD wastewater treatment works which exceeds 65 degrees Celsius (150 degrees Fahrenheit).

(10) Any slug load, which means any pollutant, including oxygen demanding pollutants (BOD, etc.), released in a single extraordinary discharge episode of such volume or strength as to cause interference to GBMSD's wastewater treatment works.

(11) Any unpolluted water, including, but not limited to, non-contact cooling water.

(12) Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as exceed limits established by the authority in compliance with applicable state or federal regulations.

(13) Any wastewater which causes a hazard to human life or creates a public nuisance.

(14) Any stormwater, surface water, groundwater, roof run-off or surface drainage or any other connections from inflow sources to the sanitary sewer. Such waters may be discharged to a storm sewer or other waterway with permission of the city.

(15) Any discharge into the sanitary sewerage system that is in violation of the requirements of GBMSD's ordinances and WPDES permit and the modifications thereof.

(16) All restaurants are required to install and maintain grease interceptors in accordance with the state plumbing code.

(17) It is unlawful to discharge to any natural waterway within the sewer utility jurisdiction or in any area under the jurisdiction of the sewer utility any sewage or other polluted waters, without first obtaining a WPDES permit.

(b) *Limitations on wastewater strength.*

(1) *National Categorical Pretreatment Standards.* National Categorical Pretreatment Standards as promulgated by the U.S. Environmental Protection Agency shall be met by all dischargers of the regulated industrial categories.

(2) *State requirements.* State requirements and limitations on discharges to GBMSD shall be met by all dischargers which are subject to such standards in any instance in which they are more stringent than federal requirements and limitations or those in this or any other applicable ordinance.

(3) *Green Bay Metropolitan Sewerage District Requirements.* GBMSD requirements and limitations on discharges to GBMSD publicly owned treatment works shall be met by all dischargers.

(4) *Right of revision.* The city reserves the right to amend this chapter to provide for more stringent limitations or requirements on discharges to GBMSD where deemed necessary to comply with the objectives set forth in this chapter.

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(5) *Dilution.* No discharger shall increase the use of potable or process water in any way, nor mix separate waste streams for the purpose of diluting a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the standards set forth in this chapter.

(6) *Accidental discharges.*

a. Each discharger shall provide protection from accidental discharge of prohibited or regulated materials or substances established by this chapter. Where necessary, facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the discharger's cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the director of public works for review and shall be approved by the same before construction of the facility. Review and approval of such plans and operating procedures by the director of public works shall not relieve the discharger from the responsibility to modify its facility as necessary to meet the requirements of this chapter.

b. Dischargers shall notify the director of public works and the GBMSD immediately upon the occurrence of a slug load, or accidental discharge of substances prohibited by this chapter. The notification shall include location of discharge, date and time thereof, type of waste, concentration and volume, and corrective actions. Any discharger who discharges a slug load of prohibited materials shall be liable for any expense, loss or damage to the city's wastewater facilities or the GBMSD's wastewater treatment works, in addition to the amount of any fines imposed on account thereof under state or federal law.

c. Signs shall be permanently posted in conspicuous places on the discharger's premises, advising employees of whom to call in the event of a slug or accidental discharge. Employers shall instruct all employees who may cause or discover such a discharge with respect to emergency notification procedure.

(Code 2001, § 70-5; Ord. No. 07-31, § 1, 12-18-2007)

Sec. 70-6. Control of industrial and septage wastes.

(a) *Industrial discharges.* Each person discharging other than a normal sewage to a public sewer shall prepare and file with the approving authority a report that shall include pertinent data relating to the quantity and characteristics of their wastes in accordance with state DNR requirements. Similarly, each person desiring to make a new connection to the public sewers for the purpose of discharging industrial wastes shall prepare and file with the approving authority a report that shall include actual or predicted data relating to the quantity and characteristics of the waste to be discharged in accordance with the DNR requirements. If any waters or wastes are discharged, or proposed to be discharged to the public sewerage system contain substances or possess the characteristics enumerated in section 70-5(a) and which, in the judgment of the city, may be detrimental to the sewerage system, the city may:

(1) Reject the wastes.

(2) Require pretreatment to an acceptable condition for discharge to the sewerage system.

(3) Require a control over the quantities and rates of discharge.

(4) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under this article.

(5) Require approval from the GBMSD prior to accepting the discharge.

(b) *Control manholes.*

(1) *Construction.* Each person discharging industrial wastes into a public sewer shall cause to be constructed and maintained one or more control manholes or access points to facilitate observation, measurement, and sampling of wastes, including domestic sewage.

(2) *Measurement of flow.* The volume of flow used for computing the sewer service and the cost recovery charges for domestic disposal shall be based upon the water consumption of the person as shown in the records of meter readings maintained by the city water utility.

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(3) *Provision for deductions.* In the event that a person discharging industrial waste into the public sewers produces evidence satisfactory to the city that more than ten percent of the total annual volume of water used for all purposes does not reach the public sewer, then the determination of the water consumption to be used in computing the waste volume discharged into the public sewer may be made a matter of agreement between the city and the industrial waste discharger.

(c) *Metering of waste.* Devices for measuring the volume/strength of waste discharged may be required by the city if this volume/strength cannot otherwise be determined from the metered water consumption records. Where required by the city, metering devices for determining the volume/strength of water shall be installed, owned, and maintained by the city. The cost and expense for all metering shall be paid by the person discharging the wastewater.

(d) *Waste sampling.*

(1) Industrial wastes discharged into the public sewers shall be subject to inspection and a determination of character and concentration of the wastes on a schedule set by the city.

(2) Samples shall be collected in such a manner as to be representative of the composition of the wastes. The sampling may be accomplished either manually or by the use of mechanical equipment.

(3) Access to sampling locations shall be granted to the city or its duly authorized representatives at all times. Every care shall be exercised in the collection of samples to ensure their preservation in a state comparable to that at the time the sample was taken.

(e) *Pretreatment.* When required, in the opinion of the city, to modify or eliminate wastes that are harmful to the structures, processes, or operation of the sewerage system, the discharger shall provide at his or her expense such preliminary treatment or processing facilities as may be required to render his or her wastes acceptable for admission to the public sewers.

(f) *Grease and sand interceptors.* Grease, oil, and sand interceptors shall be provided by the industrial discharger and other operations depending on the character of the discharge and shall be located as to be readily and easily accessible for cleaning and inspection. Furthermore, grease interceptors shall be provided by restaurant dischargers. In the maintaining of these interceptors, the discharger shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal which are subject to review by the city. Any removal and hauling of the collected materials not performed by the discharger's personnel, must be performed by currently licensed disposal firms.

(g) *Analyses.*

(1) All measurements, tests, and analyses of the characteristics of waters or wastes to which reference is made in this article shall be determined in accordance with 40 CFR part 135. Sampling methods, locations, times, durations, and frequencies are to be determined on an individual basis subject to approval by the city.

(2) Determination of the character and concentration of the industrial wastes shall be made by the city. If the person discharging the waste contests the determination, the discharger may elect to have an independent laboratory determine the character and concentration of the waste. The independent laboratory shall be certified under Wis. Admin. Code NR 149 and shall be acceptable to both the city and the person discharging the waste. All costs incurred by the independent laboratory in making the determination shall be assumed by the discharger or by other agreement with the city.

(h) *Submission of information.* Plans, specifications, and any other pertinent information relating to proposed flow equalization, pretreatment, or processing facilities shall be submitted for review of the city prior to the start of their construction if the effluent from such facilities is to be discharged into the public sewers.

(i) *Submission of basic data.* Each person who discharges industrial wastes to a public sewer shall prepare and file with the city a report that shall include pertinent data relating to the quantity and characteristics of the waste discharged to the sewerage system. Similarly, each person desiring to make a new connection to a public sewer for the purpose of discharging industrial wastes shall prepare and file with the city a report that shall include actual or predicted data relating to the quantity and characteristics of the waste to be discharged.

(j) *Extension of time.* When it can be demonstrated that circumstances exist which would create an

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unreasonable burden on the person proposing to discharge a waste, to comply with the time schedule imposed herein, a request for extension of the time may be presented for consideration by the city.

(Code 2001, § 70-6; Ord. No. 07-31, § 1, 12-18-2007; Ord. No. 13-17, § 15, 8-20-2013)

Sec. 70-7. Violations and penalties.

(a) *Damages.* No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure of pertinence or equipment which is a part of the sewerage system. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct.

(b) *Written notice of violation.* Any person connected to the sewerage system found to be violating a provision of this chapter shall be served by the city with a written notice stating the nature of the violation and providing a reasonable time for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violation.

(c) *Accidental discharge.*

(1) *Violation and penalty.* Any person found to be responsible for accidentally allowing a deleterious discharge into the sewer system which causes damage to the sewerage system and the GBMSD and receiving body of water shall, in addition to a fine, pay the amount to cover all damages.

(2) *Reporting.* Any person responsible for an accidental discharge which may have a detrimental impact on the sewerage system, shall immediately report the nature and amount of the discharge to the city and the GBMSD.

(d) *Continued violations.* Any person, partnership, or corporation, or any officer, agent, or employee thereof, who shall continue any violation beyond the notice time limit provided shall be subject to such forfeiture as the common council may determine by resolution of the common council.

(e) *Liability to city for losses.* Any person violating any provision of this chapter shall become liable to the city for any expense, loss, or damage occasioned by reason of such violation which the city may suffer as a result thereof.

(f) *Damage recovery.* The system shall have the right of recovery from all persons, any expense incurred by the system for the repair or replacement of any part of the sewerage system damaged in any manner by any person by the performance of any work under their control, or by any negligent acts.

(g) *Penalties.* Any person who shall violate any of the provisions of this chapter or rules or regulations of the city or who shall connect a service pipe or discharge without first having obtained a permit therefor; or who shall violate any provisions of state law or rules or any other materials which are incorporated by reference, shall be subject to such forfeiture as may be determined by resolution of the common council.

(h) *Amendments.* The city may amend this chapter in part or in whole whenever it may deem necessary.

(Code 2001, § 70-7; Ord. No. 07-31, § 1, 12-18-2007)

Sec. 70-8. Sewer service charge system.

(a) *Policy.* It shall be the policy of the city to obtain sufficient revenues to pay the costs of the operation and maintenance of the sewerage system, including debt service and replacement costs, through a system of sewer service charges as defined in this section. The system shall ensure that each user of the sewerage system pays their fair and proportionate share of such facilities.

(b) *Sewer service charges generally.* The city shall annually, or from time to time as the common council deems necessary, determine the cost of operating and maintaining the city's public sewer system. A service charge shall be the sum of the city's cost of operation and maintenance of the collection system and the treatment charge from GBMSD. The sewer service charge shall consist of a volume charge, or quantity charge, which represents treatment and transportation of wastewater and a fixed customer charge which includes the cost of infiltration/inflow and billing preparation. These costs shall be charged proportionally to all users of the sewer system.

(c) *Sewer service charge.* A sewer service charge is levied and assessed upon each improved lot, parcel of land, building, or premises for sewer service. As hereinafter enumerated, the common council shall have the

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authority to establish such charges by resolution from time to time as may be necessary.

(1) *Nonmonitored users.* The following schedule of rates or fraction thereof shall be the basis for determining charges to all users, except monitored users, for rendering sanitary sewage service, but excluding industrial waste.

a. *Service charge.* The sum of fixed customer charge and volume charge.

b. *Fixed customer charge.* The sum of volume charge, meter charge, administrative oversight, billing preparation charge, and infiltration/inflow charge.

c. *Volume charge.* A volume charge consisting of the GBMSD rate and the city rate shall be charged to all users based on water used as more fully set forth below.

1. *Green Bay Metropolitan Sewerage District rates.* The GBMSD rates shall be those unit rates determined and charged to the city by the GBMSD for volume, BOD, suspended solids, phosphorous, and TKN. The GBMSD rates shall be expressed as a rate per 1,000 gallons.

2. *City rate.* The city rate shall be expressed as a rate per 1,000 gallons.

3. *Volume rate.* The volume rate shall be the combination of the GBMSD rate and the city rate per 1,000 gallons of water, metered or sewage discharged.

4. The volume charge for residential users shall be based on the individual user's water use as follows:

Block 1	First 18,000 gal./month or 54,000 gal./qtr.
Block 2	18,001 to 180,000 gal./month or 54,001 gal./qtr. to 540,000 gal./qtr.
Block 3	Over 180,000 gal./month or 540,000 gal./qtr.

(2) *Monitored users.* The following schedule of rates per month or fraction thereof shall be the basis for determining charges to all monitored users:

a. *Service charge.* The sum of monthly fixed customer charge, quantity charge, and sampling charge.

b. *Administrative fee.* The sum of expenses incurred in administering monitored user accounts.

c. *Quantity charge.* A quantity charge consisting of the GBMSD rate and the city rate shall be charged to all users based on the total volume of sewage and quantity of BOD, suspended solids, phosphorous, and TKN produced.

d. *All monitored users shall have metering and sampling as required by the director of public works.* Metering and sampling shall consist of water meters, automatic sewage flow meters, and automatic samplers where, in the opinion of the director of public works, such installations are required to determine accurate volume and strength measurements of sewage discharge. Periodic sampling and metering may be utilized to determine value and strength of sewage discharged where such methods give reasonably accurate results in the opinion of the director of public works. monitored users shall be charged based on the volume of sewage discharged and the quantities of BOD, suspended solids, phosphorous, and TKN in the sewage discharged to a public sewer.

e. *Volume charge.* The volume charge for metered users shall be based on the water use as follows:

Block 1	First 18,000 gal./month or 54,000 gal./qtr.
Block 2	18,001 to 180,000 gal./month or 54,001 gal./qtr. to 540,000 gal./qtr.
Block 3	Over 180,000 gal./month or 540,000 gal./qtr.

The volume charge for each metered user shall not exceed ten percent of the variable expenses for

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the collection system as adopted in the rate analysis.

f. *Sampling charge.* A sampling charge consisting of all costs for personnel, material, and equipment used to collect and analyze samples from a customer's sewage to determine sewage strength shall be billed at cost directly to the user.

(3) *Rate determinations.* The common council shall establish by resolution each year the rates referred to herein; and the common council shall have the right to amend, modify, adjust, or change the rates at any time as deemed necessary.

(Code 2001, § 70-8; Ord. No. 08-06; § 2, 4-15-2008)

Sec. 70-9. Billing practice.

(a) *Billing periods.* Sewer service charges in this section for users without metering and sampling shall be included as a separate item on the regular bill for water service and shall be payable in accordance with the current rules and regulations of the city water utility, commencing with all bills due and payable on and after April 28, 2008. Monitored users that have metering and sampling shall be billed by the water department on a monthly basis.

(b) *Payment.* Users billed by the water department shall make payment in accordance with the current rules and regulations of the water utility for payment of water bills. Such payments shall be made at the office of the water department or any other officially designated location at the same time that the water bills become due. Monitored users being billed directly by the water department shall make payment to the water department. Checks shall be made payable to the city clerk.

(c) *Penalties for late payment of sewer service charges.*

(1) *Delinquency.* Bills for sewer service charges levied and assessed in accordance with this chapter and resolutions adopted pursuant hereto and the rules and regulations of the city water utility shall become due and payable within 20 days after the date of billing. All overdue accounts shall be charged a penalty of 1 1/2 percent per month on the unpaid balance due, including penalties.

(2) *Unpaid balances.*

a. Each sewer service charge levied by or pursuant to this section shall constitute a lien upon the corresponding premises serviced by the sewer system as provided for in Wis. Stats. § 66.0821, and the city clerk shall record such lien in accordance with applicable statutes.

b. Metered customers who discharge into any part or component of the city's public sewer system who are 45 or more days delinquent on any sewer charge levied hereunder may also be prohibited from further discharge into the city's public sewer system in accordance with the procedure as set forth herein.

1. Written notice of the metered customer's delinquency shall be given to the customer by the director of public works. Such notice shall include a provision advising the metered customer that failure to pay such delinquency in full within 15 days of receipt of the notice may result in the city's termination of the metered customer's access to the city's sewer system.

2. If payment in full is not made within the time given and if the metered customer has not provided the director of public works with a mutually satisfactory timeline, not to exceed 60 days, in which such delinquency is to be fully satisfied, the director of public works may determine to terminate the customer's access to the city's public sewer system. In making such determination, the director of public works shall consider the following:

(i) The length of time the delinquency has continued;

(ii) The total amount of the delinquency;

(iii) The average monthly sewer service charge of the customer;

(iv) Whether prior unpaid delinquencies within the past five years were placed upon the tax roll by the city pursuant to Wis. Stats. § 66.0821.

(v) Other relevant financial information supplied by customer.

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A. If the director of public works determines to terminate the customer's access to the city's public sewer, a five-calendar day warning notice shall be personally delivered to the customer's city location. If the customer does not pay the entire delinquency, including penalties and interest within the five-calendar-day period, the director of public works may cause such access to be terminated.

B. If the director of public works determines not to terminate such access, the director shall employ such other means to ensure compliance with payment requirements by the customer as the director deems necessary, including, but not limited to, obtaining electronic funds transfer authorization from such customer.

C. The director's determination hereunder is subject to the appeal process of subsection (d) of this section.

3. The metered customer shall be responsible to pay all costs associated with terminating or reconnecting such customer's access to the city's sewer system.

(3) *Violations.* Any person violating any of the provisions of this section or tampering with metering or sampling shall be liable to the city for any expense, loss, or damage occasioned by such violation and upon conviction of any violation of this section shall be subject to a forfeiture of not less than $100.00 nor more than $2,500.00 per violation, plus damages. Each day a condition is allowed to exist which is contrary to all or any part of this section shall constitute a new violation.

(4) *Ownership and occupancy.* Change of ownership or occupancy of premises under provisions of this section shall not be cause for reducing or eliminating charges due and penalties.

(d) *Appeal procedures.* Any user affected by any decision, action, or determination, including cease and desist orders, made by the interpreting or implementing provisions of this chapter may file with the director of public works a written request for reconsideration within ten days of the date of such decision, action, or determination, setting forth in detail the facts supporting the user's request for reconsideration. The director of public works shall render a decision on the request for reconsideration to the user in writing within 15 days of receipt of request. If the ruling on the request for reconsideration made by the director of public works is unsatisfactory, the person requesting reconsideration may, within ten days after notification the action, file a written appeal with the board of public works.

(Code 2001, § 70-9; Ord. No. 08-06, § 3, 4-15-2008; Ord. No. 08-11, § 1, 5-20-2008)

~~**Secs. 70-10--70-36. Reserved.**~~

~~Appendix A~~

~~TOXIC POLLUTANTS~~

~~Advisory comment to reviewer: The city intends to adopt the federal priority pollutant list as their own.~~

~~(Code 2001, ch. 70, app. A)~~

~~Appendix B~~

~~CATEGORICAL PRETREATMENT STANDARDS~~

~~Advisory comment to reviewer: The city intends to adopt National Categorical Pretreatment Standards as their own which at this time includes:~~

~~40 CFR 413~~

~~Effluent Guidelines and Standards,~~

~~Electroplating Point Source Category~~

~~Pretreatment Standards for Existing Sources~~

~~dated January 28, 1981~~

~~40 CFR 429~~

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~~Timber Products Processing Point~~

~~Source Category~~

~~(Code 2001, ch. 70, app. B)~~

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Chapters 71--73

RESERVED

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Chapter 74

PUBLIC HEALTH

Sec. 74-1. Board of health.

(a) *Membership.* The board of health of the city shall consist of five members who shall be appointed as herein provided.

(b) *Appointments.* At the annual organization meeting of the council, the mayor shall appoint two members of the common council to the board of health who shall serve during the ensuing year. The mayor shall also appoint, subject to confirmation by the common council, three citizen members who shall serve three-year terms of office. In appointing the citizen members, a good faith effort shall be made to appoint a registered nurse and a physician. The appointment shall be made at a regular meeting of the common council in the month of April.

(c) *Officers.* A member of the board shall be chosen as president. His or her term and duties shall be fixed by the board. A member of the board shall be selected as vice-president to act in the absence or disability of the president.

(d) *Meetings.* The board shall meet at the call of its president or the health officer or any two members of the board upon notification to the city clerk, who shall notify all members if present in the city upon a minimum of six hours' notice. A call by telephone to the residence or place of business of a member shall be considered sufficient notice.

(e) *Powers and duties.* The board shall act as a policy forming body, making such rules and regulations for the preservation of public health as they deem necessary. All public health regulations passed by the board shall be approved by the council and shall not become effective until published at least once in the official newspaper of the city. The board may delegate any of its powers to the health officer, and he or she shall have all powers and duties provided for local health officers and health officers by state statutes.

(Code 1974, § 21.01; Code 2001, § 74-1; Ord. No. 99-24, § 1, 10-5-1999; Ord. No. 03-09, §§ 1, 2, 4-15-2003; Ord. No. 13-17, §§ 13, 15, 8-20-2013; Ord. No. 19-08, § 1, 4-3-2019)

Sec. 74-2. Health officer.

(a) *Appointment.* The mayor shall appoint, subject to confirmation of the common council, a health officer according to the qualifications for such officer as found in Wis. Stats. § 251.06, and as may be amended from time to time. If the appointee for health officer is not a physician, the board shall arrange and provide for the retention and service of a physician, licensed to practice medicine in the state, on a part-time basis, as a consultant, clinical and medical advisor to the health department.

(b) *Duties.* The duties and powers of the health officer shall be as set forth in Wis. Stats. § 251.06, ~~Wis. Stats.~~ ch. 254 and Wis. Admin. Code DHS ch. 139, as may be amended from time to time, together with such duties as may be required by the board of health.

(Code 1974, § 21.02; Code 2001, § 74-2; Ord. No. 99-24, § 2, 10-5-1999; Ord. No. 15-10, § 3, 2-17-2015; Ord. No. 19-25, § 1, 12-3-2019)

Sec. 74-3. City health nurse; other personnel.

The city shall employ a full-time qualified registered nurse as the city health nurse, who shall be appointed by the mayor, subject to confirmation by the council, and who shall be subject to, administer and implement the rules and regulations promulgated by the board of health and as contained in the state statutes and Wis. Admin. Code relating to public health. The board of health may employ such additional personnel, consultants and clinicians it deems advisable within the appropriations made therefor by the council.

(Code 1974, § 21.03; Code 2001, § 74-3)

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Sec. 74-4. Weed commissioner.

Every year at the organizational meeting of the council the mayor shall appoint a weed commissioner, who shall hold office from May 1 until April 30, the following year.

(Code 1974, § 21.04; Code 2001, § 74-4)

Sec. 74-5. Minimum heat standards.

(a) Every owner, agent, manager or lessee of any apartment house, hotel, roominghouse, flat or other building, who leases, rents or lets such apartment house, hotel, roominghouse, flat or other building as living quarters or as a business establishment where one or more persons are employed on terms, either expressed or implied, to furnish heat to the tenants or occupants thereof, shall maintain a minimum temperature of 70 degrees Fahrenheit at all such times as stipulated in the section. This section shall not apply to buildings or portions of buildings used and occupied for trades, businesses or occupations where high or low temperatures are essential.

(b) For the purpose of this section whenever a building is heated by means of a furnace, boiler or apparatus under the control of the owner, agent, manager or lessee of a building, such owner, agent, manager or lessee, in the absence of a contract or agreement to the contrary, shall be deemed to have contracted, undertaken or bound himself to furnish heat in accordance with provisions of this section. The term "at all such times," as used in this section, unless otherwise provided by a contract or agreement, shall mean a 24-hour period in a building or portion of a building occupied as a home or place of residence and during the usual working hours maintained and established each day, whenever the outer temperature shall fall below 55 degrees Fahrenheit. The term "contract," as used in the section, shall include a written contract, lease or letting, and the presence of heating outlets, radiators, risers or returns in any hall or apartment or subdivision of a house shall be prima facie evidence of an implied contract. It shall be the duty of the board of health to investigate any complaints that the terms of this section have been violated.

(Code 1974, § 21.05; Code 2001, § 74-5)

Sec. 74-6. Spitting.

No person shall expectorate or deposit any saliva, phlegm, tobacco juice, or tobacco product upon the floor or stairway or any other part of any theater, public hall or building in the city, or upon the floor or any part of any bus, other public conveyance, or upon the public sidewalk.

(Code 1974, § 21.07; Code 2001, § 74-7)

Sec. 74-7. Rat abatement.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Business building means any structure, whether public or private, that is adapted, or any portion of which is adapted, for occupancy for the transaction of business, whether vacant or occupied, for the rendering of professional service, for amusement, for the display, sale or storage of goods, wares or merchandise, or for the performance of work or labor, including hotels, apartment buildings, tenement houses, roominghouses, office buildings, public buildings, stores, theaters, market, public eating and drinking establishments, all buildings or places wherein foodstuffs are stored, kept, handled, sold, offered for sale, manufactured or prepared for market or for sale, grain elevators, slaughterhouses, warehouses, workshops, factories, all public or private structures where domestic or other animals or fowl are kept, and all outhouses, sheds, barns and other structures on premises used for business purposes.

Health officer means the health officer of the city or his or her authorized representative.

Occupant means the person who uses or occupies any building or part of a building, whether the actual owner or tenant. In the case of vacant buildings, or vacant portions of buildings, the owner shall have the responsibility as occupant.

Openings mean any openings in the foundation, sidewalls, ground or first floor, basement, roof eaves, grills, windows, vents, vent pipes, ventilators, sidewalk, grates, elevators and space around any pipe, wire or other installation connected with a building through which a rat may enter.

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Owner means the actual owner, agent or custodian of a building whether individual, partnership or corporation. The lessee shall be construed as the owner when building agreements hold the lessee responsible for maintenance and repairs.

Rat eradication means the elimination or extermination of rats by any or all of the accepted measures, such as, poisoning, fumigation, trapping and clubbing.

Rat harborage means any condition which provides shelter or protection for rats, thus favoring their multiplication and continued existence in, under or outside of any structure.

Ratproofing means and applies to a form of construction and to the fundamental construction methods to prevent the ingress of rats into buildings from the exterior, or from one building or establishment to another. It consists essentially of treatment with material impervious to rat gnawing; all actual or potential openings in exterior walls, ground or first floors, basements, roofs and foundations, which may be reached by rats from the ground, by climbing or by burrowing; by the proper installation or placement of such material in a ratproof manner; and by employment of a building design which eliminates unnecessary enclosed spaces.

Residential building means any structure, whether public or private, whether vacant or occupied, that is adapted for human occupancy or residence, including apartment buildings of less than three families, and including all sheds, barns and other structures on premises used for residential purposes.

(b) *Ratproofing buildings.* All business buildings shall be ratproofed, freed of rats, and maintained in a ratproof and rat-free condition. All residential buildings shall be freed of rats and maintained in a rat-free condition. If necessary, residential buildings shall be ratproofed and maintained in a ratproof condition.

(c) *Notice to ratproof.* Upon receipt of written notice or order from the health officer, the owner of any building specified therein shall take immediate measures for ratproofing the building. Unless the work and improvements have been completed by the owner in the time specified in the written notice, which shall be not less than 15 days, or within the time to which a written extension may have been granted by the health officer, then the owner shall be deemed guilty of an offense under the provisions of this section.

(d) *Rat infestation.* Whenever the health officer notifies the occupant of a building in writing that there is evidence of rat infestation of the building, the occupant shall immediately institute rat eradication measures and shall continuously maintain such measures in a satisfactory manner until the premises are declared by the health officer to be free of rat infestation. Unless such measures are undertaken within five days after receipt of notice, it shall be construed as a violation of the provisions of this section, and the occupant shall be held responsible therefor.

(e) *Inspection.* The health officer is empowered to make unannounced inspections to determine compliance with this section and when any evidence is found indicating the presence of rats or openings, through which rats may enter a building the health officer shall serve the owner or occupant with notice to abate the conditions found.

(f) *Closing buildings.* Whenever, in the opinion of the health officer, conditions inside or under any occupied business building provides extensive harborage for rats, the health officer is empowered, after due notification in accordance with this section, to close such business building until such time as the conditions are abated by ratproofing and harborage removal, including, if necessary, the installation of suitable concrete floors in basements or replacements of wooden first or ground floors with concrete or other major repairs necessary to facilitate rat eradication. On any business building closed by the health officer for reasons set forth in this section, the health officer shall post a placard on all the principal entrances which shall read "This Building Closed to Human Habitation, Occupancy or Use, by Order of the De Pere Health Department," and no person shall use such business building or tamper or remove such placard.

(g) *Condemnation.* Whenever, in the opinion of the health officer, conditions inside or under unoccupied buildings provide extensive harborage for rats, the health officer is empowered to require compliance with the provisions of subsection (c) of this section, and, in addition, if the conditions are not corrected in a period of 60 days, or within the time to which a written extension may have been granted by the health officer, the health officer shall notify the building inspector, and the building inspector shall be empowered to institute condemnation and destruction proceedings in accordance with this Code and the state statutes.

(h) *Resealing openings.* It is unlawful for the occupant, owner, contractor, public utility company, plumber or any other person to remove and fail to restore in like condition the ratproofing from any building. It is unlawful

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for any person to make any new openings that are not closed or sealed against the entrance of rats.

(i) *Storing materials.* It is unlawful for any person to permit to accumulate on any premises, improved or vacant, or on any open lot or alley any lumber boxes, barrels, bottles, cans, containers or similar materials unless same shall be placed on open racks that are elevated not less than 18 inches above the ground and evenly piled or stacked.

(j) *New construction and remodeling.* It is unlawful for any person to construct, repair or remodel, including the installation of fixtures and equipment, any business buildings, residence building, outbuildings or other tenable structure, unless such construction, repair, remodeling or installation shall render the building ratproof in accordance with the regulations prescribed in this section; provided, however, that only such repairs, remodeling or installation as affect the ratproof condition of any building or other structures shall be considered as subject to the provisions of this section. All plans and specifications for construction, repair, remodeling or installation shall be submitted to the building inspector who shall approve such plans and specifications, only if he or she deems that they comply with the regulations prescribed under this section. The health officer and the building inspector are authorized to make inspections during the course of and upon completion of such construction, repair, remodeling or installation to ensure compliance with the provisions of this section. No person shall interfere with such inspections, nor refuse to permit them.

(k) *Regulations.* For the purposes of ratproof construction or ratproofing, the following regulations are set forth as minimum requirements, except that the health officer may, in the case of ratproofing of existing buildings, modify these regulations to permit the use of other materials which he or she deems satisfactory for the purpose intended:

(1) When specified, the following described materials shall be galvanized or galvaneled or shall be of nonrusting metals or metal alloys, and shall be as heavy as, or heavier, than the listed gauge:

a. Perforated sheet metal: 18 gauge (U.S. Standard).

b. Hardware cloth: 19 gauge (U.S. Standard).

c. Expanded metal: 118 gauge (U.S. Standard).

d. Sheet metal: 24 gauge (U.S. Standard).

(2) All footings and foundations shall be constructed of either concrete, hard burned brick, hard stone or concrete block. Mortar joints shall not exceed one-half inch. If foundation walls will not extend more than three feet below the ground level, a concrete curtain wall shall be provided, except in the case of a floating type foundation. This wall shall extend two feet, four inches below the ground level and shall have an exterior lip projecting at least 12 inches. Buildings erected on piers shall have at least a 24-inch clearance at every point between the bottom of the structure and the surface of the grounds.

(3) Loading platforms shall be constructed in an unboxed manner with a clearance of at least 24 inches between the bottom of the platform and the surface of the ground or they shall be considered as part of the building and treated as in subsection (k)(2) of this section.

(4) If the building design calls for the basement to be connected with any underground tunnels or multiple basements, such openings shall be completely ratproofed.

(5) Foundation vents shall be covered for their entire length and width with metal grills, metal gratings or perforated sheet metal. No openings shall be greater than one-half inch.

(6) In residence buildings, tightfitting basement glass windows and metal fly screens shall be the minimum acceptable.

(7) Sidewalk vents and light wells shall be closed with metal grills or castings having no openings greater than one-half inch, or by covering the openings in the side wall or foundation of the building with metal grills, or metal gratings, or perforated sheet metal, or glass windows which are not capable of being opened, having no openings greater than one-half inch.

(8) All outside basement steps shall be constructed of solid concrete in a concrete stairwell. No enclosed spaces shall be included.

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(9) In buildings erected on piers, each pipe, cable, wire, conduit or other utility service passing through a wooden floor shall be protected by the installation of a collar of solid sheet metal. Such metal coverage shall not be less than eight inches in radius larger than the radius of the pipe, cable, wire, conduit or other utility service, and shall be securely fastened to the wooden floor. All other openings in wooden ground floors through which rats may gain entrance into double walls or the interior of the building, such as openings that may exist in floors and double walls above floor sills, shall be closed with solid sheet metal or with concrete masonry.

(10) The walls of elevator shaft pits shall be of masonry or concrete and shall have a concrete floor that is continuous over the entire bottom surface and shall fit tightly against the pit foundation.

(11) Floor drains and all other drains shall have drain plates installed so that no openings are greater than one-half inch.

(12) In business buildings, all rear and side exterior doors shall be constructed of metal or wood protected by cuffs and channels, and door bucks shall be of metal or wood flashed with metal. Front doors shall be constructed of metal, glass or wood provided with metal kick plates. All exterior doors on the sides and rear of business buildings liable to remain open during the day or night shall be protected by screen doors with automatic closing devices.

(13) In residence buildings, all exterior screen doors shall be provided with automatic closing devices. No openings at the top, bottom or sides of doors shall exceed three-eighths of an inch.

(14) In business buildings, all basement windows and all first floor windows whose sills are lower than 30 inches above ground shall be protected by metal framed hardware cloth screen having openings not more than one-half inch.

(15) All exhaust fan openings that may be reached by rats shall be protected by metal framed hardware cloth screen having openings not more than one-half inch, or by movable louvers that close automatically when the fan ceases operation.

(16) No enclosed eave spaces shall be constructed unless all gnawing edges are flashed with metal or unless the corners are completely ratproof. If eave ventilation is required, the opening shall be continuously protected by hardware cloth or expanded metal so that no openings are greater than one-half inch.

(17) Skylights shall be designed to fit snugly into a rabbeted frame, which shall be constructed of metal or be metal covered. Adjustable skylights which can be opened for ventilation shall be screened with hardware cloth having a mesh not greater than one-half inch.

(18) The spaces between attic floors and roofs shall not be sealed but shall be accessible for frequent inspection in order to determine if rats are harboring there.

(19) Whenever possible, partition walls shall be constructed devoid of enclosed spaces. In business buildings, gnawing edges of double-walled partition walls shall be flashed with metals.

(20) In business buildings where openings have been made in double walls, floors or ceilings, for the passage of pipes or utility lines, they shall be closed and protected by the installation of approved metal collars securely fastened to the adjoining structure.

(21) All openings into utility trunkways shall be completely ratproofed.

(22) All openings into necessary enclosed spaces in ventilation systems shall be completely ratproofed.

(23) Refrigerators and built-in refrigerator units shall be installed free of unnecessary enclosed spaces accessible to rats. Installation shall be in such manner that there will be no partially enclosed spaces beneath, behind, or on the sides, which might serve as rat harborage. This can be accomplished by placing units flush against the walls, installing them in a solid concrete base, or by completely encasing with metal flashing strips. If the top does not extend to the ceiling, it shall be ratproofed.

(24) The health officer is authorized to prescribe additional regulations for shelves, fixtures, counters and display cases, and other equipment so that their installation will not provide rat harborage.

(25) In any building or structure used or intended to be used as a stable or housing for any animal or fowl, it

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is unlawful to install or construct or permit to be installed or constructed any double wall, double floor, or double ceiling with open spaces therein. Floors of all such buildings or structures must be of concrete. Wood plank floors may be installed over the concrete if they fit tight to the concrete or are elevated not more than one-half inch from it and are so constructed as to be easily removed. All food bins shall be constructed of concrete, stone, metal or wood and with close fitting doors. If constructed of wood, the bin shall be lined with metal, and the whole so constructed to prevent the ingress of rats.

(l) *Regulations of health officer.* In any case not covered specifically by these regulations, where rats are gaining entrance to a building or where rats are finding harborage, either inside or outside of buildings, the health officer is authorized to require such additional regulations as he or she deems necessary to eliminate such entry or harborage.

(m) *Building code conformance.* The construction and material used in ratproofing shall conform to the building code of the city except and only insofar as the same is modified in this section.

(n) *Rodenticides.*

(1) The use of rodenticides containing sodium fluoroacetate, commonly known as "compound 1080" shall be prohibited except under the direction and approval of the health officer. The following rodenticides shall be used by certified pesticide operators:

a. Zinc Phosphide;

b. Thallium Sulfate;

c. ANTU;

d. Arsenic Trioxide.

(2) The only rodenticides that are recommended for use by the general public are:

a. Warfarin or other anticoagulants;

b. ANTU;

c. Red Squill.

(Code 1974, § 21.08; Code 2001, § 74-8; Ord. No. 13-17, §§ 13, 15, 8-20-2013)

Sec. 74-8. Noxious weeds.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Destroy means the elimination of the noxious weed by use of filling, cutting, chemicals or a combination of those methods, at such times and in such manner as will effectively prevent such plants from being pollinized or prevent them from reaching the bloom or flower stage.

Noxious weed means, in addition to those noxious weeds enumerated in Wis. Stats. § 66.0407, the following:

(1) Sow thistle;

(2) Wild and Indian mustard;

(3) Quack grass;

(4) All ragweed;

(5) Burdock;

(6) All hay fever producing grasses and weeds;

(7) Any grass or noxious weed or combination thereof over 12 inches in height.

(b) *Noxious weeds to be destroyed.*

(1) The owner, occupant or person in control of every lot, place or area within the city shall destroy all noxious weeds growing or located thereon.

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(2) If the owner, occupant or person in control of such lot, place or area fails to destroy such noxious weeds, the weed commissioner shall, in accordance with Wis. Stats. § 66.0517 destroy or have destroyed such noxious weeds.

(3) To aid in the destruction or control of noxious weeds, no owner, occupant or person in control of any lot, place or area within the city shall deposit any fill or debris thereon and allow the same to remain without being leveled off or removed within 15 days after deposit of the same.

(4) Property in the city, but not served by city sewer or water, shall be exempt from the provisions of this section except for such noxious weeds as are enumerated in Wis. Stats. § 66.0407.

(c) *Municipal ordinance citations, charges and costs.*

(1) Violations of the provisions of this section may result in the issuance of a municipal citation, with such forfeiture assessed as determined by resolution of the common council. Each day the violation continues shall be considered a separate offense.

(2) If a person is found to be in violation of the requirements of this section after inspection by the weed commissioner, the person shall be subject to the following special charges as authorized under Wis. Stats. § 66.0517.

a. A charge of $50.00 to cover the costs of the initial investigation by the weed commissioner.

b. An additional $75.00 for failure to mow or otherwise destroy the noxious weeds that remain in violation of this section.

c. A charge of $100.00 for each subsequent failure to comply with this section in the same calendar year.

d. All costs actually incurred by the city in cutting or otherwise destroying the noxious weeds.

(Code 1974, § 21.10; Code 2001, § 74-10; Ord. No. 10-15, § 1, 9-7-2010)

Sec. 74-9. Smoking.

No person may carry a lighted cigar, cigarette, pipe, or any other smoking equipment in any enclosed indoor area of any city building.

(Code 1974, § 21.12; Code 2001, § 74-11)

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Chapters 75--77

RESERVED

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Chapter 78

NUISANCES

Sec. 78-1. Public nuisances enumerated and prohibited.

No person shall erect, contrive, cause, continue, maintain or permit to exist any public nuisance within the city or within the police jurisdiction of the city. Public nuisances include, but are not limited to, the following:

(1) The term "public nuisance" means a thing, act, occupation, condition or use of property which shall continue for such length of time as to:

a. Substantially annoy, injure or endanger the comfort, health, repose or safety of the public.

b. In any way render the public insecure in life or in the use of property.

c. Greatly offend the public morals or decency.

d. Unlawfully and substantially interfere with, obstruct or tend to obstruct or render dangerous for passage any street, alley, highway, navigable body of water or other public way.

(2) The term "public nuisances affecting health" means and includes the following acts, omissions, places, conditions and things: ~~but shall not be construed to exclude other health nuisances coming within the definition of the term "public nuisances."~~

a. All decayed, harmfully adulterated or unwholesome food or drink sold or offered for sale to the public.

b. Carcasses of animals, birds or fowl not buried or otherwise disposed of in a sanitary manner within 24 hours after death.

c. Accumulations of decayed animal or vegetable matter, trash, rubbish, rotting lumber, bedding, packing material, scrap metal or any material in which flies, mosquitoes, disease carrying insects, rats or other vermin may breed.

d. All stagnant water in which mosquitoes, flies or other insects can multiply.

e. Garbage containers which are not flytight.

f. All noxious weeds and other rank growth of vegetation.

g. The escape of smoke, soot, cinders, noxious acids, fumes, gases, fly ash or industrial dust within the city, or within one mile therefrom in such quantities as to endanger the health of persons of ordinary sensibilities or to threaten or cause substantial injury to property.

h. The pollution of the Fox River or of any public well or cistern, stream, lake, canal or body of water by sewage, creamery or industrial wastes, refuse, garbage or other substances.

i. Any use of property, substances or things within the city or within four miles of the city, emitting or causing any foul, offensive, noisome, nauseous, noxious or disagreeable odors, effluvia or stenches extremely repulsive to the physical senses of ordinary persons which annoy, discomfort, injure or inconvenience the health of any appreciable number of persons within the city.

j. All abandoned wells not securely covered or secured from public use.

k. Any obstruction in or across any watercourse, drainage ditch or swale.

l. The deposit of garbage, refuse or any offensive substance on any public or private property except as may be permitted by ordinance.

(3) The term "public nuisances affecting peace and safety" means and includes the following acts, omissions, places, conditions and things: ~~but such enumeration shall not be construed to exclude other nuisances affecting public peace or safety coming within the provisions of the term "public nuisance."~~

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a. All ice not removed from the public sidewalks and all snow not removed from public sidewalks within 24 hours after it has ceased to fall thereon.

b. All signs and billboards, awnings and other similar structures over or near streets, sidewalks, public grounds or places frequented by the public so situated or constructed as to endanger the public safety.

c. All buildings erected, repaired or altered within the fire limits of the city in violation of the provisions of the ordinances of the city, relating to materials and manner of construction of buildings and structures within such district.

d. All unauthorized signs, signals, markings or devices which purport to be or may be mistaken as official traffic control devices placed or maintained upon or in view of any public highway or railway crossing.

e. All trees, hedges, billboards or other obstructions which prevent persons driving upon public streets, alleys or highways from obtaining a clear view of traffic when approaching an intersection or pedestrian crosswalk.

f. All limbs of trees which project over a public sidewalk less than 12 feet above the surface of the sidewalk or less than 14 feet above the surface of a public street.

g. All use or display of fireworks except as provided by the laws of the state and ordinances of the city.

h. All buildings or structures so old, dilapidated or out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human use.

i. All wires over streets, alleys or public grounds which are strung less than 15 feet above the surface of the street or ground.

j. All loud, discordant and unnecessary noises or vibrations of any kind.

k. No person shall park or leave standing for more than 15 minutes in any street in the city a vehicle containing livestock, live fowl or other living animals.

l. The keeping or harboring of any animal or fowl which by frequent or habitual howling, yelping, barking, crowing or making of other noises shall greatly annoy or disturb a neighborhood or any considerable number of persons within the city.

m. The obstructions of streets, alleys, sidewalks or crosswalks and all excavations in or under the same, except as permitted by the ordinances of the city or which, although made in accordance with such ordinances, are kept or maintained for an unreasonable length of time after the purpose of such excavation has been accomplished.

n. All open and unguarded pits, wells, excavations or unused basements freely accessible from any public street, alley or sidewalk.

o. All abandoned refrigerators or iceboxes from which the doors and other covers have not been removed or which cannot be opened by pushing from the inside by a small child.

p. Any unauthorized or unlawful use of property abutting on a public street, alley or sidewalk or of a public street, alley or sidewalk which causes large crowds of people to gather, obstructing traffic and free use of the streets or sidewalks.

q. Repeated or continuous violations of the ordinances of the city or laws of the state relating to the storage of flammable liquids.

r. Any structure, material or condition which constitutes a fire hazard or will impair the extinguishing of any fire.

s. Any nuisance so defined by the state statutes.

(4) Public nuisances offending morals and decency means the following acts, omissions, places, conditions and things: ~~but such enumeration shall not be construed to exclude other nuisances offending public~~

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~~morals and decency coming within the definition of the term "public nuisance."~~

a. All disorderly houses, bawdy houses, houses of ill fame, gambling houses and buildings or structures kept or resorted to for the purpose of prostitution, promiscuous sexual intercourse or gambling and houses where illegal drugs or controlled items are regularly used, consumed, possessed or transferred as prohibited under Wis. Stats. §§ 23.09—23.15.

b. All gambling devices and slot machines.

c. All places where intoxicating liquor or fermented malt beverages are sold, possessed, stored, brewed, bottled, manufactured or rectified without a permit or license as provided by this Code.

d. Any place or premises where city ordinances or state laws relating to public health, safety, peace, morals or welfare are openly, continuously, repeatedly and intentionally violated.

e. Any place or premises resorted to for the purpose of drinking intoxicating liquor or fermented malt beverages in violation of the laws of the state or the ordinances of the city.

(Code 1974, §§ 22.01, 22.02; Code 2001, §§ 78-1, 78-2; Ord. No. 05-40, § 2, 10-18-2005; Ord. No. 10-06, § 2, 4-7-2010)

Sec. 78-2. Abatement of public nuisances.

(a) *Inspection of premises.* Whenever the city receives a complaint that a public nuisance exists, the director of public works, street superintendent, chief of police, health officer, sanitarian, city forester, or building inspector, whichever officer is appropriate under the circumstances, shall promptly be notified. The appropriate officer shall immediately inspect or cause to be inspected the premises upon which the nuisance is said to exist and shall make a written report of such condition. Whenever practicable, the inspecting officer shall cause photographs to be made of the premises and shall maintain a file containing such written report and photographs.

(b) *Summary abatement.*

(1) *Notice to owner.* If the inspecting officer determines that a public nuisance exists on private property and that there is a great and immediate danger to the public health, safety, peace, morals, decency, comfort or repose, such officer may request the chief of police to serve notice on the owner or, if the owner cannot be found, on the occupant or person causing or permitting or maintaining such nuisance and shall also post a copy of the notice on the premises. Such notice shall direct the owner, occupant or person causing, permitting or maintaining such nuisance to abate or remove such nuisance within 24 hours and shall state that unless such nuisance is so abated, the city will cause the nuisance to be abated and will charge the cost of abatement against the owner, occupant or person causing, permitting or maintaining the nuisance in the manner otherwise provided in this section.

(2) *Abatement by city.* If the nuisance is not abated within the time provided, or if the owner, occupant or person causing the nuisance cannot be found, the health officer in other cases, shall cause the abatement or removal of such nuisance.

(c) *Abatement by court action.* If the inspecting officer shall determine that a public nuisance exists on private premises but the nature of such nuisances is not such as to threaten great and immediate danger to public health, safety, peace, morals or decency, a written report of the inspecting officer's findings shall be forwarded to the city attorney for a determination on filing an action to abate such nuisance in the name of the city in the circuit court in accordance with the provisions of Wis. Stats. ch. 823.

(d) *Other methods not excluded.* Nothing in this chapter shall be construed as prohibiting the abatement of public nuisances by the city or its officials in accordance with the laws of the state.

(Code 1974, § 22.03; Code 2001, § 78-3; Ord. No. 04-32, § 1, 12-7-2004; Ord. No. 05-40, § 3, 10-18-2005; Ord. No. 13-17, §§ 13, 15, 8-20-2013; Ord. No. 17-01, § 1, 1-17-2017)

Sec. 78-3. Cost of abatement.

In addition to any other penalty imposed by this chapter for the erection, contrivance, creation, continuance or maintenance of a public nuisance, the cost of abating a public nuisance by the city shall be collected as a debt from the owner, occupant or person causing, permitting or maintaining the nuisance. If notice to abate the nuisance has been given to the owner, such cost shall be assessed against the real estate as special taxes.

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(Code 1974, § 22.04; Code 2001, § 78-4)

Sec. 78-4. Smoke nuisances.

(a) *Dense smoke.* The emission of dense smoke from the smokestack of any engine or from the smokestack or chimney of any building within the city or within one mile of the city, is declared to be a public nuisance and is prohibited.

(b) *Stationary engineer.* The owner, lessee or occupant of any building, or the firefighter, engineer or any other person having charge or control of any furnace or stationary engine who shall cause, permit or allow dense smoke to issue or to be emitted from the smokestack or chimney connected with any such furnace or stationary engine within the city limits, or within a mile of the city limits, shall be guilty of creating a public nuisance and of violating the provisions of this section.

(c) *Soot.* The emission of soot, cinders or coal dust from any chimney, stack, furnace or from any building within the city is declared to be a public nuisance and is prohibited.

(Code 1974, § 22.05; Code 2001, § 78-5)

Sec. 78-5. Junk and abandoned motor vehicle nuisances.

(a) *Prohibited conduct.* No person shall place or leave any junked motor vehicle, or parts of such vehicle, on any street, highway or other public property within the city. No person in charge or control of any private property within the city, whether as owner, tenant, occupant, or otherwise, shall place, or allow to remain any junked vehicle on such property for more than three days if it is outside of any building and within the ordinary public view. No person shall leave unattended any motor vehicle on any public or private property in the city for such time and under such circumstances as to cause the vehicle to reasonably appear to have been abandoned.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Abandoned motor vehicle means any motor vehicle which has been left unattended without the permission of the property owner on whose property such vehicle is located for more than 48 hours unless such vehicle is designated as not abandoned by the chief of police.

Junked motor vehicle means any wrecked, disassembled, partially dismantled, inoperable or unused motor vehicle.

Vehicle means a motor vehicle, trailer, semitrailer or mobile home.

(c) *Disposal of abandoned vehicles.* The provisions of Wis. Stats. § 342.40, are adopted and incorporated herein by reference for the disposal of all abandoned vehicles.

(d) *Owner responsible for impoundment and sale costs.* The owner of any abandoned vehicle, except a stolen vehicle, is responsible for the abandonment and all costs of impounding and disposing of the vehicle. Costs not recovered for the sale of the vehicle may be recovered in a civil action by the city against the owner.

(e) *Sale to bar claims against vehicle.* The sale of a motor vehicle under the provisions of this section shall forever bar all prior claims thereto and interest therein except as provided in this section.

(f) *Owner may file.* At any time within two years after the sale of a motor vehicle, as provided in this section, any person claiming ownership of such motor vehicle or a financial interest therein, may present a claim to the common council setting forth such facts as are necessary to establish such ownership or interest, and that the failure of the claimant to reclaim the vehicle prior to sale was not the result of the neglect or fault of claimant. If the council is satisfied as to the justice of such claim, it may allow the claim, but in no case shall the amount allowed exceed the sum paid into the municipal treasury as the result of the sale of such motor vehicle, nor the amount of interest of the claimant therein.

(g) *Exceptions.* The provisions of this section do not apply to automotive sales or repair businesses nor to junkyards or auto salvage yards that are licensed under chapter 110.

(Code 1974, § 22.06; Code 2001, § 78-6; Ord. No. 02-34, § 1, 11-6-2002; Ord. No. 15-01, § 8, 1-6-2015)

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Sec. 78-6. Tree or plant disease nuisances.

(a) *Declaration of public nuisance.* The existence of trees, shrubs and other flora within the city are determined to be valuable public and private assets which substantially enhance the public welfare and are aesthetically significant and economically important in terms of increased value which accrue to public and private lands as a result of their existence. The continued existence of injured or diseased trees or other plantings, or the failure to properly treat the same if treatment is available, which is likely to cause the spread of disease or endanger persons because of the deteriorated condition, is declared to be a public nuisance requiring abatement.

(b) *Examples.* The following conditions are exemplary, but is not an exclusive list, of matters declared to be public nuisances under this section:

(1) Any dead tree.

(2) Any elm tree infected with the Dutch elm disease fungus or which harbors any carrier of the same.

(3) Any oak tree infected with the oak wilt fungus or which harbors any carrier of the same.

(4) Any tree, bush, shrub or other plant which is infected with an insect or disease capable of infecting other plants.

(c) *Abatement procedure.*

(1) *Notice.* If the city forester determines that a dead or diseased tree or plant exists on any private property in violation of this section, a notice may be issued, in writing, by the forester to the property owner directing, as appropriate, that such tree or plant be removed or treated as therein specified to protect surrounding trees or plants. A notice issued under this section shall provide a reasonable period of time, which shall not be less than 72 hours, within which to perform. The notice shall also state that the existence of the facts which gave rise to the notice constitute a public nuisance which may be abated by the city upon failure of the property owner to comply with the terms of the notice.

(2) *Court proceedings.* If the corrective action set forth in the notice is not taken by the property owner within the time set forth in the notice, and likelihood that other trees or other plants will be infected, damaged or destroyed, or that persons will be injured, the city forester shall request the commencement of a nuisance abatement action under Wis. Stats. ch. 823.

(3) *Summary abatement.* If, in the judgment of the city forester, delay is likely to cause injury to persons or the spread of disease to other trees or plants, then the city forester may enter upon the property and take all necessary action, including, but not limited to, trenching to separate root systems, inoculation or other treatment, or removal of the nuisance.

(4) *Appeal.* Appeal from the determination of the city forester as contained in any order under this section shall be to the board of park commissioners in accordance with the procedures set forth in Wis. Stats. ch. 68. A written request for an appeal shall be made in writing within ten days of the date of delivery of the notice. An appeal shall not delay the right of the city forester to summarily abate the nuisance as set forth in subsection (c)(3) of this section, but a ruling of such appeal in favor of the property owner shall relieve the owner of any obligation to pay the costs of such summary abatement.

(5) *Costs.* Costs of judicial abatement of any nuisance under this section shall be taxed and collected pursuant to Wis. Stats. ch. 823. Costs of summary abatement shall be invoiced to the property owner and collected as a debt or, if permitted by law, may be assessed against the real estate and collected as a special tax against the property.

(Code 1974, § 22.07; Code 2001, § 78-7; Ord. No. 05-40, § 4, 10-18-2005)

Sec. 78-7. Graffiti nuisances.

(a) *Generally.* No person shall mark, draw, etch, or write with paint, ink, or other substance, onto the physical property of another without the other's consent.

(b) *Penalty.*

(1) In addition to any restitution which may be ordered paid by the court, any person convicted of violating

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this section shall forfeit not less than $200.00 nor more than $1,000.00 per violation.

(2) In accordance with Wis. Stats. 895.035(2g) the parent with custody of a minor child is liable for the cost of the repair or the replacement of, or the removal of such etching, marking, drawing, or writing from, property damaged as the result of a violation of an ordinance that prohibits intentional etching or marking, drawing, or writing with paint, ink, or other substance on the physical property of another without the other's consent.

(c) *Abatement*. Graffiti shall be removed by the property owner or, if the owner fails to do so within five days of notice thereof, by the city at the property owner's expense. The director of public works may order graffiti removed within a time certain~~. If a property owner fails to remove graffiti within the time specified in the order, the director of public works may cause the graffiti to be removed~~. The director of public works shall keep an accurate account of the expenses thereof and report the same to the city clerk, who shall annually prepare a statement of the expense so incurred on each lot or parcel of land. The amount charged to each lot or parcel of land shall be entered in the tax roll as a special tax against said lot or parcel of land and shall be collected in all respects like other taxes upon real estate.

(Code 2001, § 78-8; Ord. No. 02-27, § 1, 8-20-2002)

Sec. 78-8. Chronic nuisance premises.

(a) *Findings.* The common council finds that any premises that has generated three or more calls for police service for nuisance activities has received more than the level of general and adequate police service and has placed an undue and inappropriate burden on the taxpayers of the city. The common council therefore directs the chief of police, as provided in this section, to charge the owners of such premises the costs associated with abating the violations at premises at which nuisance activities chronically occur.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Enforcement action means arrest, the issuance of a citation, or the issuance of a written or verbal warning.

Nuisance activity means any of the following activities, behaviors, or conduct occurring on a premises:

~~1~~	Harassment, as defined in Wis. Stats. § 947.013
~~2~~	Disorderly conduct, as defined in Wis. Stats. § 947.01
~~3~~	Battery, substantial battery, or aggravated battery, as defined in Wis. Stats. § 940.19
~~4~~	Lewd and lascivious behavior, as defined in Wis. Stats. § 944.20
~~5~~	Prostitution offenses, as defined in Wis. Stats. § 944.30 or Wis. Stats. § 944.34
~~6~~	Littering, as defined in section 8-9
~~7~~	Theft, as defined in Wis. Stats. § 943.20
~~8~~	Receiving stolen property, as defined in Wis. Stats. § 943.34
~~9~~	Arson, as defined in Wis. Stats. § 943.02
~~10~~	Possession, manufacture, or delivery of a controlled substance, etc., as defined in Wis. Stats. ch. 961
~~11~~	Gambling, as defined in Wis. Stats. § 945.02
~~12~~	Animal violations, as defined in chapter 86
~~13~~	Trespass to land, as defined as Wis. Stats. § 943.13 and Wis. Stats. § 943.14
~~14~~	Weapons violations as defined in section 8-2
~~15~~	Noise violations~~ as defined in chapter 146~~
~~16~~	Violation of curfew for minors, as defined in section 8-15

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~~17~~	Loitering, as defined in section 8-18.1
~~18~~	Truancy, as defined in section 8-20
~~19~~	Alcohol violations, as defined in chapter 7 and Wis. Stats. § 125.07
~~20~~	Obstructing or resisting an officer, as defined in Wis. Stats. § 946.41
~~21~~	Misuse of emergency telephone numbers as defined in Wis. Stats. § 941.35
~~22~~	Being party to a crime, as defined in Wis. Stats. § 939.05, prohibited by this Code
~~23~~	Conspiracy to commit, as defined in Wis. Stats. § 939.31, or attempt to commit, as defined in Wis. Stats. § 939.32, any crime prohibited by this Code
~~24~~	Execution of arrest or search warrants at a particular location
~~25~~	City inspection-related calls where the police department responds

Owner means the owner of the premises or the owner's agent who has been given written authority by the owner to enter into binding agreements concerning the nuisance premises.

Premises means an individual dwelling unit, an apartment building (all units included as one premises), or an individual business premises and associated common areas.

(c) *Notice.* Whenever the chief determines that three or more nuisance activities resulting in enforcement action have occurred at a premises during a 12-month period, the chief may notify the premises owner in writing. In calculating the requisite nuisance activities, the chief may count separate qualifying nuisance incidents resulting in enforcement action occurring on the same day (as long as they are distinct in time) or different days but shall never count nuisance activities that were reported by the owner of the premises. The chief may also consider whether there has been an effective change in ownership of the premises in calculating occurrences of nuisance activity. The notice shall contain the street address or legal description sufficient to identify the premises, a description of the nuisance activities that have occurred at the premises, a statement indicating that the cost of future enforcement may be assessed as a special charge against the premises, and a notice as to the appeal rights of the owner. The notice shall be delivered as set forth below.

(d) *Notice procedure.* Notice shall be deemed to be properly delivered if sent either by first class mail to the premises owner's last-known address or if delivered in person to the premises owner. If the premises owner cannot be located, the notice shall be deemed to be properly delivered if a copy of it is left at the premises owner's usual place of abode in the presence of some competent member of the family at least 14 years of age or a competent adult currently residing there and who shall be informed of the contents of the notice. If a current address cannot be located, it shall be deemed sufficient if a copy of the notice is sent by first class mail to the last-known address of the owner as identified by the records of the city assessor.

(e) *Abatement plan.* Any owner receiving such notice as set forth above shall meet with the chief, or his/her designee within five days of receipt of such notice. The parties shall review the problems occurring at the property. Within ten days of this meeting, the owner, chief and property tenant, shall meet and discuss an abatement plan, prepared by the property owner, to address and eliminate the nuisance activity on the property. If the tenant is unable or unwilling to meet on such plan, the chief and property owner shall nonetheless meet to discuss such abatement plan. The chief shall provide a written copy of the plan to the tenant. The plan shall also specify a name, address, and telephone number of a person living within 60 miles of the property who can be contacted in the event of further police, fire, or inspection contact.

(f) *Additional nuisance activity.* Whenever the chief determines that additional nuisance activity has occurred at a premises for which notice has been issued as set forth above, that this nuisance activity has occurred not less than 15 days after notice has been issued, and that reasonable efforts have not been made to abate the nuisance activity, the chief may calculate the cost of police response and enforcement for this and any subsequent nuisance activities and cause such charges and administrative costs to be assessed and collected as a special charge.

(g) *Appeal.* Appeal of the determination of the chief of police that the property is a chronic nuisance property,

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may be submitted to the common council within ten days of notice. Wis. Stats. ch. 68 shall not apply to such an appeal.

(h) *First offense.* Any person who shall violate any provision of this chapter or any regulation, rule, or order made hereunder shall forfeit not less than $1.00 nor more than $1,000.00.

(i) *Subsequent offenses.* Any person who shall violate any provision of this chapter or any regulation, rule, or order made hereunder within 24 months after committing a previous violation of this chapter shall forfeit not less than $200.00 nor more than $2,000.00.

(Code 2001, § 78-9; Ord. No. 07-13, § 1, 6-5-2007; Ord. No. 13-17, § 11, 8-20-2013)

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Chapter 82

SOLID WASTE AND RECYCLING

Sec. 82-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bi-metal container means a container for carbonated or malt beverages that are made primarily of a combination of steel and aluminum.

Brush means trimmings from shrubs and trees but does not include brush or yard waste generated by a service contractor.

Collectable recyclables means all plastic bottles and containers, including all food, beverage and household bottles, jars, jugs, dairy containers and lids, deli, bakery, produce containers and lids; all paper, including newspapers and inserts, magazines, books, catalogs, milk, juice and soup cartons, junk mail and office paper; all metal and glass, including aluminum bottles and cans, steel, tin and bi-metal cans, empty aerosol cans, food and beverage glass bottles and jars. The items listed as collectable recyclables in this definition may be modified by the director of public works in accordance with the effective date of state law or applicable state department of natural resources regulations or variances therefrom. The director of public works shall be responsible for informing the public of all acceptable collectable recyclables.

Collectable solid waste means garbage, collectable recyclables, brush, yard waste and refuse.

Commercial or manufacturing source means any private business enterprises, including, but not limited to, offices, stores, taverns, service stations, restaurants and similar businesses whether non-profit or profit-making in nature, excluding hazardous, toxic, noxious or offensive waste, brush, yard waste, refuse or commercial debris.

Compost site means a public site prepared and operated by the city for the purpose of composting yard waste.

Construction debris means all waste resulting from building construction or demolition, alteration, or repair, including excavated material, remodeling, and other waste, including, but not limited to, windows, doors, drywall, framing and roofing materials, flooring, carpeting cabinets and counter tops, concrete, stone, asphalt, sod, earth, dirt, and brick.

Container board means corrugated paperboard used in the manufacture of shipping containers and related products.

Disposable bag and *bag* mean a one-way disposable bag made of polyurethane or other plastic material with a securing twist tie consisting of a minimum of two-ply paper and minimum of 1 1/2 mils thickness for plastic. Bags shall not exceed a volume capacity of 30 gallons or a weight of 50 pounds. Whenever the terms "disposable bag" and "bag" are used in this chapter, such words will mean disposable bag as described in this definition.

Foam polystyrene packaging means packaging made primarily from foam polystyrene that satisfies one of the following criteria:

(1) Is designed for serving food or beverages.

(2) Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.

(3) Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

Garbage means miscellaneous waste material, excluding recyclables, including, but not limited to, discarded material resulting from handling, processing, storing, consumption of food, paper, metals, rubber, wood, cloth, and litter. The term "garbage" shall specifically exclude hazardous, offensive, noxious or toxic wastes, refuse, construction debris, yard waste or brush.

HDPE means high density polyethylene, labeled by the SPI code No. 2.

Hazardous or toxic waste means waste materials or substances which, during normal storage in handling, may

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be a potential cause of harm, sickness or death, such as explosives, petroleum products, metal or pharmaceutical materials, corrosive chemicals, poisonous or pathogenic substances, pesticides, chemicals, radioactive materials, toxic materials, and all other similar harmful substances, whether in solid, liquid or gaseous form.

Institutional source means any institutional enterprise, including, but not limited to, churches, schools, educational institutions, and fraternal organizations.

LDPE means low density polyethylene, labeled by the SPI code No. 4.

Landscape/lawn care operation means all landscape, lawn care, nursery, tree service, or other business which provides landscape and lawn care services to others for a fee or other consideration. See also *Service contractor*.

Magazines means magazines and other materials printed on similar paper.

Major appliance means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, stove, furnace, boiler, humidifier or water heater. Major appliances are considered refuse for the purposes of this chapter. Microwave ovens which have had the capacitor removed shall not be considered major appliances.

Manufacturing source means waste resulting from manufacturing or processes and operations, excluding hazardous, offensive, toxic or noxious wastes, refuse, yard waste, brush or construction debris.

Multiple-family source means a property containing five or more residential units, including those which are occupied seasonally.

Newspaper means a newspaper and other materials printed on newsprint.

Noxious or offensive waste means those wastes that are unwholesome or have an unpleasant smell or are otherwise noxious or offensive, such as manure, filth, slop, carcasses, carrion meat, fish, entrails, hides and hide scrapings, paint, kerosene, oil or greasy substances, and objects that may cause injury to any person or animal or damage to vehicles such as barbed wire, briar thorns or similar materials. The term "manure" as used herein shall not include the excrement/fecal waste of domesticated animals allowed upon R-1 Single-family Residence District and R-2 Single-Family and Two-Family Residence District zoned parcels provided such excrement/fecal waste is properly packaged and disposed of so as to not leak, leach or spill into the garbage container.

Office paper means high grade printing and writing papers from offices in nonresidential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high grade. The term "office paper" does not include industrial process waste.

Other resins and multiple resins mean plastic resins labeled by the SPI code No. 7.

Other sources mean municipal buildings and municipal public spaces.

Overflow collection day means a day on which garbage or collectable recyclables that cannot fit in the polycart is collected. On an overflow collection day, garbage which cannot fit into the polycart shall be placed in a disposable bag alongside, but not inside, the polycart for collection. On an overflow collection day, collectable recyclables that cannot fit in the polycart may be placed in a container which itself is a collectable recyclable and which is of a size which can fit within the polycart, and such container shall be placed alongside, but not inside, the polycart for collection. An overflow collection day is:

(1) Any such day as is declared by the city;

(2) Any such day that an overflow tag is affixed to the recyclable container placed outside the recyclable polycart; or

(3) Those infrequent days, not to exceed four collection days in a calendar year, that an overflow tag is affixed to the plastic bag container placed outside the garbage polycart.

Overflow tag means the tag purchased at city hall or the municipal service center for the privilege of placing solid waste which does not fit in a polycart out for pick up. Each overflow tag shall permit the placement of no more than two overflow containers, either plastic bags or recyclable containers, for collection. The fee for such tag shall be as established by resolution of the common council.

PETE means polyethylene terephthalate, labeled by the SPI code No. 1.

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Patron means any person producing any type of waste material covered by the regulations of this chapter. In the case of a firm or corporation, the term "patron" will be construed to mean the principal agent, office or employee responsible for the firm or corporation.

Person means any individual, corporation, partnership, association, educational institution, local governmental unit as defined in Wis. Stats. §66.0117(1)(a), state agency or authority, or federal agency.

Plastic container means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, which is originally used to contain a product that is the subject of a retail sale.

Polycart means a reusable container specifically designed for automated collection and provided by the city for a fee determined by the city council. Polycarts are the property of the city and shall remain with the parcel address to which it is assigned by the city. Polycarts are specifically designated for garbage or collectable recyclable use. Garbage polycarts are available in large or small sizes. If a parcel is allowed two garbage polycarts under this chapter, at least one of the polycarts shall be the large size.

Postconsumer waste means solid waste other than solid waste generated in the production of goods, hazardous waste as defined in Wis. Stats. § 291.01 (including such amendments as may be made from time to time), waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste as defined in Wis. Stats. § 289.01 (including such amendments as may be made from time to time).

PP means polypropylene, labeled by the SPI code No. 5.

PS means polystyrene, labeled by the SPI code No. 6.

PVC means polyvinyl chloride, labeled by the SPI code No. 3.

Private collection receptacle means containers provided by a private garbage or recyclable collection hauler.

Recyclable materials means lead acid batteries; major appliances; waste oil; yard waste; and collectable recyclables as defined in this section.

Refuse or *rubbish* means miscellaneous waste material that is bulky or of such a size that will not fit in polycart and as is not normally collected with garbage, including, but not limited to, furniture, appliances, bicycles, exercise equipment, play equipment, and other household items, mattresses, screen/storm doors, swing sets, plumbing fixtures, ovens, washtubs, wheelbarrows, bikes, box springs, and similar items. The term "refuse" or "rubbish" excludes construction debris, electronics such as televisions, stereos, microwaves, computers, cell phones, telephones systems, keyboards, servers, copiers, video equipment, business equipment, printers, and similar equipment. The term "refuse" or "rubbish" also excludes air conditioners, dehumidifiers, freezers, refrigerators, water coolers, and other similar equipment containing freon. The director of public works shall maintain a list of acceptable items falling within the refuse or rubbish classification.

Refuse or rubbish drop-off site means a public site prepared and operated by the city for the purposes of refuse or rubbish drop-off. The director of public works shall maintain a list of items acceptable for drop off.

Residential source means a parcel containing one, two, three or four residential units, including those which are occupied seasonally.

Service contractor means a person, firm, entity or company which performs services for a property owner or occupant.

Solid waste means garbage, recyclables, brush, yard waste, refuse, construction debris; hazardous, toxic, offensive or noxious wastes.

Solid waste facility means as specified in Wis. Stats. § 289.01(35), including such amendments as may be made enacted from time to time.

Solid waste treatment means any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste, including incineration.

Waste tire means a tire that is no longer suitable for its original purpose because of wear, damage or defect.

Yard waste means all materials originating in the yard and garden which are capable of natural decomposition, including leaves, grass clippings, and other vegetation but does not include any yard waste generated by a service

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contractor. The term "yard waste" does not include any brush.

(Code 2001, § 82-1; Ord. No. 16-12, 7-19-2016; Ord. No. 21-22, § 1, 9-21-2021)

Sec. 82-2. Collection limits.

(a) *Frequency.* Except as provided herein, the city shall not collect garbage or collectable recyclables for parcels which create in excess of two large polycarts on a garbage only collection cycle or three large polycarts on garbage recycling collection cycle. The property owner or designated agent shall be responsible for the proper and sanitary storage, collection and transportation of garbage and collectable recyclables generated, all in accordance with federal, state and local regulations. The city shall not collect from any parcel which receives private garbage or recyclable collection services.

(b) *Residential source.* Garbage from a residential source shall be collected by the city once each week. Collectable recyclables from a residential source shall be collected once every two weeks. The maximum number of polycarts the city shall collect in a collection cycle shall be:

(1) Garbage collection only cycle:

a. Single-family residence: two garbage polycarts at a maximum of 200 pounds each.

b. Two, three or four unit residence: one garbage polycart per unit at a maximum of 200 pounds each.

(2) Garbage and recyclable collection cycle:

a. Single-family residence: three polycarts, at least one of which shall be collectable recyclables in a recyclable designated polycart, at a maximum of 200 pounds per polycart.

b. Two, three or four unit residence: two polycarts per unit, at least one of which shall be collectable recyclables in a recyclable designated polycart, at a maximum of 200 pounds per polycart.

(c) *Multifamily source.* Garbage and collectable recyclables shall not be collected from any multifamily source. All owners or designated agents of multifamily dwellings shall be responsible for the proper and sanitary transportation of garbage and collectable recyclables generated from multifamily sources in compliance with all federal, state and local laws and regulations.

(d) *Commercial, institutional and manufacturing sources.* Normal accumulations of garbage from commercial or manufacturing parcels shall be collected once each week. Normal accumulations of collectable recyclables shall be collected from a commercial or manufacturing source once each two weeks. The maximum number of polycarts the city shall collect in a collection cycle shall be:

(1) Garbage collection only cycle: Two garbage polycarts at a maximum of 200 pounds each.

(2) Garbage and recyclable collection cycle: Three polycarts, at least one of which shall be collectable recyclables in a recyclable designated polycart, at a maximum of 200 pounds per polycart.

(e) *Commercial sources in certain locations.* Normal accumulations of garbage and collectable recyclables from commercial and manufacturing parcels located in Mission Square, Perrot Square, Marquette Square, the block bounded by Fourth, Fifth, Main and Reid, and the block bounded by Broadway, Front, George and James Streets, up to a maximum limit of five polycarts of solid waste at a maximum of 200 pounds each per parcel shall be collected once each week.

(f) *Other sources.*

(1) *City sources.* Normal accumulations of garbage from municipal buildings and municipal public spaces shall be collected once per week by the city. Collectable recyclables from city sources shall be collected once every two weeks.

(2) *City created public bodies.* Garbage and collectible recyclables from residential sources owned by a public body corporate and politic created by authorization of the city, including, but not limited to, the city redevelopment authority and the city housing authority, shall be collected as set forth under subsection (b) of this section. Collection shall be made from these sources although the number of residential sources on one parcel may exceed the limits established under subsection (b) of this section.

(g) *Construction debris.* Construction debris shall not be picked up by the city. It shall be the responsibility

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of the owner or contractor to properly dispose of construction debris as provided by law.

(Code 2001, § 82-2; Ord. No. 16-12, 7-19-2016; Ord. No. 19-21, § 1, 10-15-2019; Ord. No. 21-22, § 2, 9-21-2021)

Sec. 82-3. Storage of solid waste between collections.

(a) *Storage of city-issued polycarts.*

(1) The owner or the occupant of a residential source shall be responsible for the proper and sanitary storage of all collectable solid waste accumulated at the premises until collection.

(2) The owner or the occupant of a residential source shall use sufficiently sized polycarts to adequately hold garbage or collectable recyclables accumulating between collections without overloading.

(3) All polycarts shall be maintained in a good, clean and sanitary condition. Bags shall be securely tied and free of rips and placed in polycarts. Polycarts shall not be overloaded, bent, broken or otherwise maintained so as to prevent the cover from properly fitting thereon.

(4) The owner or the occupant shall be responsible for the proper and sanitary storage of all other solid waste and collectable recyclable material and shall be responsible for its disposal according to law.

(5) Polycarts shall be stored during the time period between collection days in the following locations:

a. *Residential sources.* ~~Effective January 1, 2018~~ Polycarts from residential sources shall be stored in a garage or other permitted enclosure or outbuilding on the parcel when available. When such garage or other permitted enclosure or outbuilding is not available, the polycarts shall be screened from view of any observer located at the property line or any public right-of-way. Acceptable screening devices include bushes, fences and other screening device that visually blocks the view of the polycarts. All screening shall be properly maintained and in a good state of repair.

1. Polycarts may be stored in the backyard, garage, or any other convenient discreet location, provided they are screened as provided herein.

2. Polycarts must be stored with the lids completely closed.

3. Do not store polycarts near a furnace, grill or any other heat source.

b. *Commercial, institutional and manufacturing sources.* ~~Effective January 1, 2018~~ Polycarts from commercial, institutional and manufacturing sources which are not subject to refuse and recycle enclosure storage requirements under its site plan approval from the city plan commission shall be stored in an enclosure on the parcel when available. When such enclosure is not available, the polycarts shall be screened from view of any observer located at the property line or any public right-of-way. Acceptable screening devices include bushes, fences, except chain link with slating, and other screening device that visually blocks the view of the polycarts. All screening shall be properly maintained and in a good state of repair.

(b) *Enclosures for private collection receptacles.*

(1) ~~Effective January 1, 2018~~ All property upon which private collection receptacles are stored which are not subject to refuse and recycle storage requirements under any site plan approval from the city plan commission, shall store such private collection receptacles in a garage or other permitted enclosure. When such garage or other permitted enclosure or outbuilding is not available, the private collection receptacles shall be screened from view of any observer located at the property line or any public right-of-way. Acceptable screening devices include bushes, fences and other screening device that visually blocks the view of the private collection receptacles. All private collection receptacles shall be stored with lids completely closed and away from all heat sources. All screening shall be properly maintained and in a good state of repair.

(2) The building inspector or his/her designee shall have the authority to order that any exterior storage of garbage, recyclables, or refuse be enclosed in a structure if, in the building inspector's determination, the storage of such garbage, recyclables, or refuse is unsanitary or creates or tends to create a nuisance to public health or safety. Such enclosure shall meet the following requirements:

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a. Use of such enclosure shall be limited to the storage of private collection receptacles.

b. The enclosure shall be 100 percent impervious to sight.

c. The enclosure shall be equipped with a gate, and both the gate and the enclosure shall be constructed of vinyl, brick, masonry or composite wood which matches the primary structure. Chain link fence with slats is not permitted.

d. The enclosure shall be at least one foot higher than the receptacles but no higher than six feet. No refuse or recycle may be stored higher than the enclosure.

e. The refuse recycle storage area shall have a compliant hard surface (gravel is not allowed).

f. Landscaping is required around screening walls wherever they abut a non-paved surface or a required landscape area.

(Code 2001, § 82-3; Ord. No. 16-12, 7-19-2016)

Sec. 82-4. Placement of garbage and collectible solid waste for city collection.

(a) *Placement of polycarts for collection.*

(1) *Residential, commercial, institutional, and manufacturer sources.*

a. Residential, commercial, institutional, and manufacturer garbage and recyclables will be prepared as set forth below.

b. All garbage and collectable recyclables shall be placed in the proper polycart. The polycart shall be placed within three feet of the curb with the directional arrow pointing toward the street where available. Collections may be made at the alley line where such parcels are served by an alley or adjacent to the sidewalk in designated downtown areas, subject to the consent and approval of the street superintendent.

c. All polycarts shall be placed no less than four feet away from each other or any other objects.

d. Polycarts shall not be placed in front of parked cars.

e. During winter months, polycarts shall be placed in the driveway apron or on an adjacent area to the curb line which has been shoveled free of snow. In cases where the street superintendent determines that collection would be best facilitated by allowing property owners to place polycarts at other accessible points, this subsection may be waived by the city. Polycarts shall not be placed on top of a snowbank.

f. All solid waste placed for collection shall be deemed abandoned and shall become property of the city upon being placed for collection.

(2) *Multifamily source.* There shall be no collection of garbage and collectable recyclables from multifamily sources.

(b) *Preparation of garbage for collection generally.* All garbage placed for collection shall be prepared as provided under this section. Containers which are not polycarts issued by the city shall not be placed for collection except as provided on overflow collection days.

(1) *Residential garbage.*

a. All residential garbage must be placed inside the proper polycarts.

b. No garbage shall be placed outside the polycart for collection unless the collection day is an overflow collection day or unless the resident has affixed an overflow tag to one or two plastic bags placed outside the cart for collection.

(2) *Condominiums.*

a. Residential garbage and collectable recyclables from condominium units shall not take place upon the private condominium property unless the following are present:

1. The private property provides adequate ingress and egress to municipal equipment and

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vehicles with such maneuverability as to allow that equipment and vehicles to access and depart the property without the necessity of backing the vehicles off of the private property; and

2. The owner of such private property executes a hold harmless agreement as approved by the common council on March 2, 2004 (Resolution 04-31).

b. If the condominium development cannot or does not comply with the above requirements, residential garbage and collectible recyclables will be collected from such development if prepared in accordance with this section and placed for collection within three feet of the curb line.

(3) *Commercial, institutional and manufacturing garbage.* Except as provided in section 82-2(d), commercial, institutional and manufacturing garbage must be placed in the proper polycart.

(4) *Condition of disposable bags placed for overflow collection day.* All garbage placed for collection under this section shall be placed in a sufficient number of bags to adequately hold the garbage. All bags shall be securely tied and free of rips and tears. No sharp edges or protrusions shall be present. No bags shall be placed outside polycart for collection unless the collection day is an overflow collection day or unless there is an overflow tag affixed to one of the two bags placed outside the cart for collection.

(c) *Collection of recyclables.* Collectable recyclables shall be separated from garbage and other collectable solid waste and placed for collection in the proper polycart in conformity with this subsection.

(1) *Residential collectable recyclables.* Occupants of single to four unit residences shall, to the greatest extent practicable, separate collectable recyclables from garbage and other solid waste and shall keep the collectable recyclables clean and free of contaminants, such as produce residue, oil or grease, or other nonrecyclable materials, including, but not limited to, household hazardous waste, medical waste and agricultural chemical containers. Recyclable materials shall be stored in accordance with section 82-3 in a manner which protects them from wind, rain and other inclement weather, and shall be placed curbside for collection as provided at section 82-4.

(2) *Commercial, institutional and manufacturing sources.* Recyclable materials may be placed for collection as provided in section 82-4.

(3) *Responsibilities of owners or designated agents of multifamily dwellings.* Owners or designated agents of multifamily dwellings shall be responsible to:

a. Provide adequate separate containers for recyclable materials;

b. Notify tenants in writing at the time of renting or leasing the dwelling and at least semiannually thereafter about the established recycling programs;

c. Provide for the collection of materials separated from the solid waste by tenants and the delivery of the materials to a recycling material facility;

d. Notify tenants of the reasons to reduce and recycle solid waste, which includes materials collected, how to prepare the materials in order to meet the processing requirement, collection methods or sites, locations and hours of operation, and a contact person or company, including the name, address and telephone number.

The requirements of subsection (c)(3)a, b, c and d of this section will not apply to the owners or designated agents of multiple-family dwellings if the postconsumer waste generated within the dwelling is treated at a processing facility licensed by the state department of natural resources which recovers collectable recyclables from solid waste in as pure a form as is technically feasible.

(4) *Responsibilities of owners or designated agents of commercial, institutional, and manufacturing parcels.* Owners or designated agents of nonresidential facilities and properties shall:

a. Provide adequate, separate containers for recyclable material.

b. Notify in writing, at least semiannually, all users, tenants and occupants of the properties about the established recycling program.

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c. Provide for the collection of materials separated from the solid waste by the users, tenants and occupants, and the delivery of the materials to a recycling facility.

d. Notify users, tenants and occupants of reasons to reduce and recycle, which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or site, locations and hours of operation, and a contact person or company, including a name, address and telephone number.

The requirements of subsection (c)(4)a, b, c and d of this section do not apply to owners or designated agents of commercial, institutional and manufacturing parcels if the postconsumer waste generated within the facility or property is treated at a processing facility licensed by the state department of natural resources that recovers for recycling the collectable recyclables from solid waste in as pure a form as is technically feasible.

(5) *Separation of recyclables not required*. The requirement that collectable recyclables be segregated from garbage and other solid waste do not apply in the following circumstances:

a. To the occupants of single-family and two-family to four-family unit residences, multiple-family dwellings and nonresidential facilities or properties that send their postconsumer waste to a processing facility licensed by the state department of natural resources that recovers recyclables from solid waste in as pure a form as is technically feasible.

b. Solid waste which is burned as a supplemental fuel at a facility if less than 30 percent of the heat input to the facility is derived from the solid waste burned as a supplemental fuel.

c. Any collectable recyclable for which a variance has been granted by the state department of natural resources under Wis. Stats. § 287.11 ~~159.11(2),~~ or Wis. Admin. Code NR 544.14.

(6) *Collection time.* All garbage, collectable recyclables or other collectable solid waste shall be placed as required by this chapter by 6:30 a.m. on the designated collection day.

(7) *Preparation time.* All garbage, collectable recyclable or other collectable solid waste, when placed in front of a property pursuant to this chapter, shall not be so placed prior to 6:00 p.m. the day before the collection day for the garbage, collectable solid waste or collectable recyclable. Any polycart, solid waste or other item which is not collected in accordance with applicable provisions of this chapter shall be removed from curbside not later than midnight the day of collection.

(Code 2001, § 82-4; Ord. No. 16-12, 7-19-2016)

Sec. 82-5. Preparation of brush, refuse and yard waste.

(a) Brush, refuse and yard waste shall be collected as determined by the board of public works.

(b) When collected, brush, refuse and yard waste shall be prepared as follows:

(1) *Brush.* Brush shall be placed in stacks aligned parallel to the curb and shall not obstruct either the street (and gutters) or sidewalk. In areas where there are no sidewalks, brush shall be placed within four feet of the curb line and placed in stacks aligned parallel to the curb line and in such a manner as to not interfere with the flow of water in the gutters.

(2) *Refuse.* Refuse shall be placed at the curbside in such a manner as to provide the greatest ease of loading and collection into a truck. All refuse shall be free of jagged or sharp edges, protruding nails, protruding screws and any other hazardous condition.

(3) *Yard waste.* Yard waste shall be placed neatly in piles within six feet of the curb line and in such a manner as not to interfere with the flow of water through the gutters nor to obstruct the sidewalk or street.

(c) The city may establish such refuse or rubbish drop-off sites as deemed appropriate by the board of public works. Such drop-off site shall be subject to the following regulations:

(1) Only refuse or rubbish as defined in this chapter and prepared in accordance with this section shall be deposited at any designated drop-off site.

(2) Such drop-off site shall be used only by residents of the city.

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(3) Rubbish from commercial operations shall be prohibited from being deposited at such drop off site.

(4) Such drop-off site shall be used solely for the purposes of dropping off and depositing refuse or rubbish at the site. No person shall take, carry away or in any manner remove any refuse or rubbish deposited or in the process of being deposited at the site.

(5) The director of public works shall establish such other regulations as reasonably pertain to the operation of the drop-off site.

(Code 2001, § 82-5; Ord. No. 16-12, 7-19-2016; Ord. No. 19-21, § 2, 10-15-2019)

Sec. 82-6. Disposal of hazardous and other noncollectible items.

The following materials shall not be collected by the city and the owner or occupant of any premises shall be responsible for the proper disposal of such materials as follows:

(1) Televisions, electronics and computer equipment which may be disposed of at the county hazardous waste facility located at 2561 S. Broadway in the Village of Ashwaubenon.

(2) Fluorescent light bulbs and light ballasts, which may be disposed of at the county hazardous waste facility located at 2561 S. Broadway in the Village of Ashwaubenon.

(3) Construction debris and concrete (shingles, siding, drywall, etc.), which may be disposed of at the county transfer station located at 3734 W. Mason Street, Oneida, OR; Veolia Environmental Services, 1799 County PP, De Pere.

(4) Propane tanks, which may be disposed of at the county household hazardous waste facility located at 2561 S. Broadway in the Village of Ashwaubenon.

(5) Waste tires. By county ordinance, tire retailers must accept used tires for each new tire sold. Any additional tires may be taken to the county transfer station located at 3734 W. Mason Street, Oneida.

(6) Batteries. Automotive batteries can be disposed of at the county household hazardous waste facility located at 2561 S. Broadway in the Village of Ashwaubenon.

(Code 2001, § 82-6; Ord. No. 16-12, 7-19-2016)

Sec. 82-7. Authority to direct the disposal of solid waste.

(a) *Disposal at the direction of the street superintendent.* All solid waste, whether collected by the city pursuant to this chapter or collected privately, shall be disposed of as directed by the street superintendent or as otherwise provided by law. Solid waste shall not be buried on any premises within the city, and no person shall burn solid waste outdoors at any time within the city limits.

(b) *Solid waste on public streets.* It shall be unlawful for any patron or person to deposit, throw, place or leave any solid waste upon any street, court, lane, alley, business, public enclosure, vacant lot, house, yard, body of water or any other place except those places provided in this chapter for collection purposes. No person shall remove any solid waste from a private premises without the consent of the occupant, owner or lessee of the premises, and no person shall remove any solid waste which has been set out for collection unless authorized to do so.

(c) *Disruption of collectable solid waste placed for collection unlawful.* Except upon the direction of the street superintendent, no person shall upset or break open any bag or upset or remove the cover of any container or polycart placed in the manner provided for by this chapter for solid waste collection or otherwise remove the contents of any such receptacle in any street, alley or other public place.

(d) *Prohibitions on disposable recyclable materials separated for recycling.* No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any collectable recyclables which have been separated for recycling.

(Code 2001, § 82-7; Ord. No. 16-12, 7-19-2016)

Sec. 82-8. Disposal of certain solid wastes.

(a) *Disposal of animal offal and other offensive wastes.* Animal offal and other offensive waste, including dead animals, fish, fowl, manure and nightsoil may not be placed for collection by the municipal collection service.

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It is the responsibility of the owner of such animals to dispose the waste in a sanitary manner. The excrement/fecal waste of domesticated animals allowed upon Single-family Residence District and Single and Two-Family Residence District zoned parcels shall be allowed for municipal collection provided such excrement/fecal waste is properly packaged and disposed of so as to not leak, leach or spill into the garbage container.

(b) *Cinders and ashes.* Cinders and ashes or any smoldering embers shall not be placed for collection.

(c) *Disposal of infectious material.* The removal of apparel, bedding or other refuse from homes or places where highly infectious or contagious diseases have prevailed shall be performed under the supervision and direction of the city health officer. Such waste shall not be placed curbside for collection with normal garbage or collectable recyclables.

(d) *Hazardous or toxic waste.* Placing or depositing any hazardous or toxic waste including, without limitation, explosive materials such as dynamite, dynamite caps, shotgun shells, rifle cartridges, gunpowder, gasoline or other similar material in disposable bag, polycart, recyclable box or bundle for collection is prohibited.

(e) *Questions concerning disposal.* When any patron is in doubt as to proper preparation, handling and disposal of any type of solid waste, he or she shall communicate with the street superintendent for information concerning handling and disposal.

(Code 2001, § 82-8; Ord. No. 16-12, 7-19-2016)

Sec. 82-9. Special regulations.

(a) *Accumulation of waste.* If the owner, occupant or lessee of any premises shall neglect or refuse to clean up and remove from the premises any solid waste when ordered to do so by the city health officer, the owner, occupant or lessee shall be liable for the penalty provided for violation of this chapter. Should the accumulation occur on any street, alley or public thoroughfare, the waste may be collected by the street superintendent and the entire cost assessed against the abutting property.

(b) *Enforcement of maximum weight limits.* All new commercial, manufacturing and multiple-family units may receive municipal solid waste collection under the provisions of this chapter if their waste volumes are below the maximum allowable for collection as provided in this chapter. If it is determined at any time that the patron exceeds the maximum weight limits for four consecutive weeks, the street superintendent may issue a notice providing that municipal collection services will be terminated at the end of 60 days from date of the notice.

(c) *Failure to comply.* The street superintendent may refuse to furnish collection service to any person not complying or refusing to comply with this chapter or the rules and regulations made by the board of public works or other orders of the street superintendent or health department for the collection or disposal of solid wastes.

(d) *Prosecution.* When services for collection of solid waste have been withdrawn by the street superintendent from any person for failure to comply with such rules and regulations resulting in the accumulation of garbage or other solid wastes on his premises, which is offensive or a public nuisance, that person may be prosecuted under any ordinance of the city regulating the same.

(Code 2001, § 82-9; Ord. No. 16-12, 7-19-2016)

Sec. 82-10. Enforcement provisions.

(a) *Enforcement by department of public works.* For the purpose of ascertaining compliance with the provisions of this chapter in regard to recyclables, any authorized officer, employee or representative of the department of public works may inspect recyclable materials separated for recycling, garbage intended for disposal, recycling collection sites and facilities, collection vehicles, and any records relating to recycling activities which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the department of public works who requests access for the purposes of inspection and who presents appropriate credentials. No person may obstruct, hamper or interfere with any such inspection.

(b) *Penalty.* Any person who violates the provisions of this chapter or who refuses to obey any order issued under this chapter shall be subject to a forfeiture collected by municipal citation. The issuance of the citation shall not preclude proceeding under any other ordinance or law relating to the same matter. Proceeding under any other ordinance or law relating to the same matter shall not preclude the issuance of a citation under this subsection.

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Penalties for violating this chapter shall be as determined by resolution of the common council. Each 24-hour period of violation, disobedience, omission, neglect or refusal to obey this chapter or any order in accordance therewith shall be deemed a separate offense.

(Code 2001, § 82-10; Ord. No. 16-12, 7-19-2016)

Sec. 82-11. Compost site regulations.

(a) No bags or reusable containers may be disposed of at the compost site.

(b) Persons transporting yard waste shall cover or otherwise contain the waste in such a manner as to prevent scattering or dumping of yard waste in transport.

(c) The hours of operation of the compost site shall be published by the department of public works.

(d) Yard waste from commercial operations is prohibited.

(Code 2001, § 82-11; Ord. No. 16-12, 7-19-2016)

Sec. 82-12. Recyclable and garbage common collection districts.

(a) *Purpose.* The common council finds that city curbside collection of commercial source recyclables and garbage has led to the proliferation of recycling and garbage carts in the city's downtown commercial areas, resulting in access restrictions to businesses and public parking areas and sanitary and aesthetic concerns. Further, commercial building footprints in the historic downtown commercial areas typically encumber the entire parcel, leaving little or no room for public or private refuse container storage or screening, allowing few options to avoid the detrimental impact caused by the presence of individual recycle and garbage carts on collection days or when stored between collection days.

(b) *Districts.* Wis. Stats. § 66.0405 authorizes the city to create districts for the collection of refuse defined by type of property. The city's commercial business areas exhibit the detrimental impact on aesthetics and access caused by multiple containers on public parking property each collection day. The initial common collection service area of the Nicolet Square area has shown common collection services to be an efficient and effective in alleviating aesthetic blight and access problems while delivering quality services to property owners. The common council therefore creates common collection districts in the city. In circumstances where the provisions of this section are in conflict with other sections of this chapter, the provisions of this section shall control.

(c) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Common area means the locations identified by the city where it will place dumpsters for collecting commercial source recyclables and garbage from each district.

Common collection districts or *districts* means the following common collection districts established by the city:

Marquette Square District means those real properties identified as: ED- 857, ED-850, ED-848, ED-847, ED-842, ED-841, ED-840, ED-837 and ED-836, except those parcels which may have opted out as permitted under subsection (e)(2) of this section.

Nicolet Square District means those real properties abutting Main Ave to the North, Third Street to the East, Reid Street to the South and Fourth Street to the West, in particular the following parcels: WD-906, WD-907, WD-908, WD-909, WD-910, WD-911, WD-912, WD-913, WD-915, WD-917, WD-918, WD-919, WD-920, WD-921, WD-922, WD-923, WD-925, WD-930 and WD-931, except for those parcels which may have opted out as permitted under subsection (e)(2) of this section.

400 Block of Reid Street and Main Avenue District means those real properties identified as: WD-884, WD-885, WD-886, WD-887, WD-888, WD-889, WD-890-1, and WD-288, except for those parcels which may have opted out as permitted under subsection (e)(2) of this section.

Dumpster means a container designed and used for dumping, receiving and transporting recyclable materials and garbage. In this section, the term "dumpster" does not include polycarts.

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Waste generator rate means the rate assigned to the commercial use of the parcel as determined by Waste Management Practices-Municipal, Hazardous, and Industrial, second edition.

(d) *City to provide common collection services.*

(1) City shall provide common areas to place dumpsters for receiving and disposing of normal accumulations of commercial source recyclables and garbage generated by the owners or tenants of the parcels comprising each common collection district. Further, the city shall provide or contract to provide collectable recyclable and garbage dumpster collection and transportation services therefor. The city shall allow owners of establishments in each district to place necessary grease collection containers in the common areas, who shall be responsible for maintaining that area in a clean and orderly manner and for the proper and sanitary collection of the same by a service contractor.

(2) Dumpsters in the common area shall be serviced by city or its contractor at such times and frequencies as necessary to maintain the area in a good, clean and sanitary condition. The collection limits and frequency found in section 82-2 do not apply to the common collection districts.

(3) Only commercial source collectable recyclables and garbage, as defined in this chapter shall be placed in the appropriate dumpsters, except that restaurant grease is permitted when placed in the appropriate grease container provided as specified above.

(4) The dumpsters in the common areas shall be used only by the owners and tenants of each respective district as defined in this section.

(5) The city shall collect all previously city issued polycarts from all properties in each district. No polycart shall be distributed to any parcel in any common collection district after the city collects the polycarts in that district. All parcels shall receive common collection services unless a property owner qualifies for and provides notice to city of their intent to opt out of such service under subsection (e)2 of this section. Regulations found in subsections 82-4(a)(2), (c)(2), and (4) regarding polycarts do not apply to this section.

(e) *Participation in city provided collection service.*

(1) Except as provided herein, all parcels in a common collection district shall be provided common collection services. A property owner meeting all of the requirements of subsection (e)(2) of this section may provide written notice of their intent to opt out of the city provided common collection service and to be responsible for their own safe and sanitary collectible recyclable and garbage collection service. Notice shall be as provided in subsection (e)(2) of this section.

(2) A property owner may opt out of the common collection service provided by the city only if all of the following apply:

a. The parcel for which the owner opts out is of sufficient size and shape such that all private collection receptacles and the enclosure therefore are located entirely upon such parcel and enclosed in accordance with all of the following requirements:

1. Use of such enclosure shall be limited to the storage of private collection receptacles.

2. The enclosure shall be 100 percent impervious to sight.

3. The enclosure shall be equipped with a gate, and both the gate and the enclosure shall be constructed of vinyl, brick, masonry or composite wood which matches the primary structure. Chain link fence with slats is not permitted.

4. The enclosure shall be at least one foot higher than the receptacles but no higher than six feet. No refuse or recycle receptacles may be stored higher than the enclosure.

5. The refuse and recycling storage area shall have a compliant hard surface (gravel is not allowed).

6. Landscaping is required around screening walls wherever they abut a non-paved surface or a required landscape area.

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b. The parcel owner shall provide written notice of opt out to the director of public works on or before October 1 of the year preceding the effective date of the opt out. Once the opt out is effective, the opt out shall continue until the owner of the parcel provides the director of public works with a request to terminate the opt out on or before October 1 of any year. If the termination request is approved by the director of public works (whose approval shall not be unreasonably withheld), the termination shall be effective January 1 of the subsequent year.

(f) *Assessment for city common collection services.* All property owners in a common collection district except those opted out shall be charged for all costs associated with providing and maintaining the common areas for recyclables and garbage and for all costs associated with providing collection, transportation and disposal services for recyclables. The director of public works shall annually determine the costs of providing the common collection service utilizing the waste generator rate determined by the most current edition of Waste Management Practices, Municipal, Hazardous, and Industrial. The charge for services rendered to the parcels as described shall be placed as a special charge against the tax roll for such parcel each year as provided by Wis. Stats. § 66.0627.

(Code 2001, § 82-12; Ord. No. 16-12, 7-19-2016; Ord. No. 16-32, § 1, 12-20-2016; Ord. No. 19-21, § 3, 10-15-2019; Ord. No. 22-10, § 1, 10-18-2022)

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Chapters 83--85

RESERVED

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Chapter 86

ANIMAL CARE AND CONTROL

Sec. 86-1. Dog and cat licenses.

(a) *License required.* The owner of a dog or cat more than five months of age within the license year, shall annually, or on or before the date the dog or cat becomes five months of age, pay the dog or cat license fee and obtain a license as used herein. The term "owner" shall include every person keeping, harboring or having charge or control of or permitting any dog or cat to habitually remain in or be lodged or fed within such person's yard, house or premises.

(b) *Fee.* The license fee shall be as set by resolution of the common council. The license year commences on January 1 and ends the following December 31. The license fee shall not be required for governmental police dogs or other dogs subject to the exemptions under Wis. Stats. §§ 174.054 ~~174.954~~ and 174.055 ~~and 174.056~~.

(c) *Late fees.* The city clerk shall assess and collect a late fee as determined by resolution of the common council from every owner of a dog or cat five months of age or over if the owner fails to obtain a license prior to April 1 of each year, or within 30 days of acquiring ownership of the licensable dog or cat, or if the owner fails to obtain a license on or before the dog or cat reaches the licensable age.

(d) *Issuance of licenses and collar tags.* Upon payment of the required dog or cat license fee and presentation of the required evidence that the dog or cat is currently immunized against rabies, the city clerk shall complete and issue to the owner a license for the dog or cat bearing a serial number and in the form prescribed by state law stating the date of its expiration, owner's name and address, and the name, sex, spayed or unsprayed, neutered or unneutered, breed, and color of the dog or cat. After issuing the license, the city clerk shall also deliver to the owner a tag of durable material bearing the same serial number as the license and specify the license year. The owner shall attach the tag to the animal's collar and the collar with tag attached shall remain on the animal.

(Code 2001, § 86-1; Ord. No. 08-17, § 1, 9-2-2008)

Sec. 86-2. Rabies control.

(a) *Adoption of state law.* The provisions of Wis. Stats. § 95.21 together with any administrative rules promulgated and adopted in accordance therewith, are adopted and incorporated by reference into this Code for the purpose of rabies control.

(b) *Vaccination of dog or cats required.*

(1) The owner of a dog or cat shall have the animal vaccinated by a licensed veterinarian on or before the date the animal reaches five months of age.

(2) An owner who imports an animal into the city that has reached five months of age must have the animal vaccinated by a licensed veterinarian as evidenced by a current certificate of rabies vaccination from the state or another state before locating within the city limits.

(3) The owner of a dog or cat shall have the animal vaccinated:

a. Within one year after initial vaccination;

b. Before the date that the immunization expires, as stated on the vaccination certificate; or

c. Within one year after the previous vaccination if no date is specified on the certificate.

(c) *Animals suspected of biting people.*

(1) All incidents occurring in the city in which any animal bites or scratches a person or other animal or is suspected of such, shall immediately be reported to the city health department or to the police department by any person having knowledge of such incident.

(2) The provisions of Wis. Stats. § 95.21 shall be followed.

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(3) If an animal which has been quarantined in accordance with this section dies during the quarantine period, the person having custody of the animal shall immediately notify the city health officer or designee and shall not destroy or dispose of the dead animal until all specimens as directed by the health officer have been obtained and permission by the health officer is given to dispose of the dead animal.

(Code 2001, § 86-2; Ord. No. 08-17, § 1, 9-2-2008)

Sec. 86-3. Limitations on number of animals allowed.

(a) Unless a permit for keeping chickens has been issued under this chapter for a property parcel, the maximum number of dogs and cats allowed per dwelling unit within the city is four; with three being the limit on the number of cats and two being the limit on the number of dogs. If a permit for keeping chickens has been issued under this chapter for a property parcel, the number of dogs or cats allowed per dwelling unit shall be decreased by the number of chickens permitted on the property parcel so that the number of dogs or cats in the dwelling unit plus the number of chickens permitted on the property parcel do not exceed six animals. In no event shall the number of chickens exceed four.

(b) A variance in the number of dogs or cats allowed may be granted by the health officer after consultation with the chief of police or designee. In no event shall the number of dogs or cats in a dwelling unit exceed four. The health officer and chief of police shall consider whether there have been any complaints of any violation of this chapter against the owner or property owner in all variance requests. Such variance may be subject to conditions as deemed appropriate by the health officer. There shall be no variances allowed in the maximum number of chickens.

(c) The variance may be revoked by the health officer if any condition specified in the variance is not met. The variance may also be revoked by the health officer if a complaint regarding violation of this chapter is received after the variance is granted.

(d) All decisions to revoke a previously granted variance may be appealed to the board of health if written notice of appeal is received by the health officer within 14 days of receipt of the revocation notice.

(Code 2001, § 86-3; Ord. No. 08-17, § 1, 9-2-2008; Ord. No. 09-08, § 1, 4-21-2009; Ord. No. 12-14, § 1, 7-17-2012; Ord. No. 13-03, § 1, 1-2-2013)

Sec. 86-4. Prohibited animals.

(a) *Prohibition.* No person shall bring into, keep, maintain, offer for sale or barter, or release to the wild, nor shall any person permit such activities to occur on premises owned, controlled, rented or maintained by that person:

(1) Any rooster, fowl other than chicken (Gallus gallus domesticus), turkeys, ducks, geese, cows, cattle, horses, sheep, swine, goats, pot-bellied pigs, or any other domesticated livestock, unless part of an agricultural operation, and authorized by the city zoning ordinance, as found in chapter 14, and the city health department or as licensed under section 86-5(g).

(2) Wild animals, including, but not limited to, any live monkey, or other nonhuman primate, raccoon, skunk, prairie dog, fox, wolf, panther, lynx, opossum, or any other warm-blooded animal which can normally be found in the wild state. For the purposes of this Code, wolf-dog hybrids are considered wild animals.

(3) Any poisonous or venomous, biting or injecting species of reptiles, amphibians, arachnids, or insects, including bees, unless such bees are part of an agricultural operation, and authorized by the city zoning ordinance, as found in chapter 14, or are permitted under section 86-7.

(4) Snakes not indigenous to the state or any snake exceeding three feet in length.

(b) *Exceptions.* The provisions of subsection (a) of this section shall not be construed to apply to zoological parks, circuses or like entertainment organization or to an educational or medical institution.

(c) *Dangerous animals.*

(1) *Application.* The provisions of this chapter regarding dangerous animals shall not apply to dogs owned by law enforcement agencies and used for law enforcement purposes.

(2) *Defined.* The term "dangerous animal" means:

a. Any animal that, while off the owner's or custodian's property, has killed a person, domestic pet or

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other animal with or without provocation.

b. Any animal that, without provocation, inflicts substantial bodily harm (meaning bodily injury that causes a laceration that requires stitches, any fracture of bone, a concussion, a loss or fracture of a tooth or any temporary loss of consciousness, sight or hearing) on a person, domestic pet or animal on public or private property.

c. Any animal which chases or approaches a person in a menacing fashion or apparent attitude of attack without provocation upon the streets, sidewalks, or any public grounds or on private property without the permission of the owner or person in lawful control of the property.

d. Any animal that has been declared dangerous or vicious, banished from or ordered to be destroyed by any other city, village, town or county.

e. Any dog trained, owned or harbored for the purpose of dog fighting.

(3) *Determination of a dangerous animal.*

a. Any police officer or the city's health officer may issue an order declaring an animal to be a dangerous animal. Such order shall be personally delivered to the apparent owner or custodian of the animal in question. If the owner or custodian wishes to contest such order, he or she shall, within 72 hours after receipt of the order, file with the city health officer a written objection to the order. The written objection shall include specific reasons for objecting to or contesting the order. If an owner or caretaker makes such an objection to the order, a hearing on such order will be held before the board of health.

b. Pending the outcome of the hearing, the animal must be securely confined in a humane manner either on the premises of the owner or caretaker or with a licensed veterinarian. If confined on the premises of the owner or custodian, the following requirements shall apply:

1. The animal may not be permitted to go outside its kennel or pen unless the animal is securely restrained with a leash no longer than four feet in length by a person who is at least 16 years of age who is in physical control of the leash, competent to govern the animal and capable of physically controlling and restraining the animal. The animal may not be leashed to inanimate objects such as trees, posts and buildings. The animal on a leash outside the animal's kennel shall be muzzled in a humane way by a muzzling device sufficient to prevent the animal from biting persons or other animals.

2. Except when leashed and muzzled, or securely kenneled or penned, all animals declared dangerous while pending appeal shall be securely confined indoors. No dangerous animal may be kept on a porch, patio or in any part of a house or structure on the premises that would allow the animal to exit the building on its own volition. No dangerous animal may be kept in a house or structure when the windows are open or when screened windows or screened doors are the only obstacle preventing the animal from exiting the structure.

3. The premises housing the animal pending appeal shall have displayed in prominent places near all entrances to the premises, signs with letters of not less than two inches high, warning that there is a dangerous animal on the property. A similar sign is required to be posted on the kennel or pen of the animal. In addition, a sign with a symbol warning children of the presence of a dangerous animal shall also be prominently displayed.

4. If the owner or custodian fails to follow the above requirements pending appeal of the order, the animal may be impounded by the officer issuing the dangerous animal order.

c. After the hearing, the owner or caretaker shall be notified in writing of the board's determination. If a determination is made that the animal is dangerous, the animal shall be removed from the city within 48 hours of the determination.

(4) *Destruction.* The provision of Wis. Stats. § 174.02 shall apply to any dog or other animal that has caused bodily harm to a person on two separate occasions off the owner's premises, without reasonable cause.

(Code 2001, § 86-4; Ord. No. 08-17, § 1, 9-2-2008; Ord. No. 12-14, § 2, 7-17-2012; Ord. No. 17-01, § 2, 1-17-2017)

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Sec. 86-5. Keeping of animals.

(a) *Animals at large.* No person shall suffer or permit any animal of which he or she is the owner or custodian, to be at large within in the city. An animal shall be deemed to be at large unless crated, penned or securely tied or chained in such a manner that such animal cannot proceed beyond the boundaries of the property of the owner or custodian and onto public right-of-way or other private property. Any animal allowed to leave the boundaries of the property of the owner or custodian is under the immediate control of a person by means of a rope, chain, cord or leash which is not more than four feet in length and which is of sufficient strength to control the actions of the animal.

(b) *City parks.* Chapter 30 shall govern the presence of animals in city parks.

(c) *Animal waste.*

(1) *On property of others.*

a. Except as provided below, no person who has custody of a dog, cat or other animal shall permit such animal to defecate upon property other than that of its owner or custodian unless the custodian immediately thereafter cleans up and removes such animal excrement from such property. No person who has custody of a cat, dog, or other animal shall walk or escort such animal off the property of the owner or custodian unless the person is in possession of equipment to clean up any excrement which may be deposited by such animal.

b. This provision shall not apply in cases of an animal used by law enforcement while performing law enforcement functions. In such circumstances, removal of such excrement shall be done by such law enforcement agency having ownership of the animal as soon as practicable.

(2) *On property of owner or custodian.* Animal excrement which has been permitted to be deposited on the property of the owner or custodian of the animal shall be removed within 24 hours of deposit. All droppings are to be deposited according to chapter 82.

(d) *Animal structures.* All yards, pens or other structures wherein any animal is kept shall be of such construction so as to be easily cleaned and kept in good repair. The inside and outside of such structures shall be whitewashed or painted as often as necessary to keep them clean or finished with such material as can be easily cleaned. All such structures shall be kept clean and sanitary at all times and shall not cause any objectionable odor. Accumulations of cleanings or excrement of more than 24 hours in any structure shall be deemed a violation of this section. All yards, pens or other structures wherein any animal is kept shall be so constructed as to prevent rodents from gaining access to the inside of such structure or to any substance used in connection with such structure which would furnish them food and shelter. The health officer or designee shall, in accordance with best practice, determine what shall constitute rodent proof construction.

(e) *Owner liability.* Wis. Stats. § 174.02 shall govern an owner's liability for damage or injury caused by dogs.

(f) The health officer or a police officer may confiscate and remove animals from a premises for a violation of Wis. Stats. §§ 951.01—951.18 referenced in section 8-1, crimes against animals, or if the animal constitutes a public health threat as determined by the health officer. The animals shall be conveyed to be housed and handled appropriately.

(g) *Keeping of chickens in the city.* In addition to all other regulations in this chapter, the following shall apply to the keeping of chickens within the city.

(1) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Chicken means a domestic chicken of the subspecies Gallus gallus domesticus.

Chicken run means a fenced cage attached to a coop and not to exceed 40 square feet in area.

Coop means a new or existing enclosed accessory structure designed or modified for the keeping of chickens and meeting the requirements of this section.

Keep means either the owning, keeping, possessing or harboring of a chicken.

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Rooster means a male chicken of any age, including a capon or otherwise neutered male chicken.

(2) *Permit required.*

a. Any person who keeps chickens on land in the city which the person owns, occupies or controls shall obtain a permit issued by the clerk. The permit is valid January 1 through December 31, and the fee shall be as established by resolution of the common council and shall be consistent with the fee established for spayed or neutered dog or cat.

b. Permit applications submitted by a person other than a record title owner of the property upon which chickens will be kept shall provide written consent of the property owner with the permit application.

c. All permit applications shall be accompanied by satisfactory evidence that the applicant has registered the proposed location with the state department of agricultural trade and consumer protection pursuant to Wis. Stats. § 95.51 and Wis. Admin. Code ch. ATCP 47.

(3) *Keeping of chickens allowed.*

a. Up to four chickens are allowed with a permit.

b. One permit per R-1 Single-Family Residence District and R-2 Single-Family and Two-Family Residence District zoned parcel only is allowed.

c. No person shall keep any rooster.

d. No person other than at a licensed meat processing facility may slaughter any chickens within the city.

e. Chickens shall be provided with fresh water at all times and adequate amounts of feed.

f. Chickens shall be provided with a sanitary and adequately-sized coop and shall be kept in the coop or a sanitary and adequately-sized and chicken run attached thereto at all times. Chickens shall not be allowed to free range.

g. All permanent (non-mobile) coops shall comply with all building and zoning requirements of this Code.

h. Coops shall be construed in a workmanlike manner, be moisture-resistant and either raised up off the ground or placed on a hard surface such as concrete, patio block or gravel.

i. Coops with or without a chicken run shall be constructed and maintained to reasonably prevent the collection of standing water, and shall be cleaned of hen droppings, uneaten feed, feathers and other waste daily and as is necessary to ensure that the coop and yard do not become a health, odor or other nuisance. All feed containers shall be rat-proof. All chicken droppings shall be disposed of in accordance with chapter 82.

j. Coops shall be large enough to provide at least four square feet per chicken.

k. No chicken coop shall be located closer than 25 feet to any principal residential structure on an adjacent lot. No chicken coop shall be located within any setback area.

l. No chicken coop shall be located in the front or side yard of a parcel, whether outside the setback or not.

m. In addition to compliance with the requirements of this section, no one shall keep chickens that cause any other nuisance associated with unhealthy condition, create a public health threat or otherwise interfere with the normal use of property or enjoyment of life by humans or animals.

(4) *Public health requirements.*

a. Chickens shall be kept and handled in a sanitary manner to prevent the spread of communicable diseases among birds or to humans.

b. Any person keeping chickens shall immediately report any unusual illness or death of chickens to the health department.

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c. The health officer may order testing, quarantine, isolation, vaccination or humane euthanasia of ill chickens or chickens believed to be a carrier of a communicable disease. The owner of the chicken shall be responsible for all costs associated with the procedures ordered hereunder.

(5) *Permit revocation.* A permit is subject to revocation by the health officer upon failure to comply with any provisions of subsection (g)(3) or (4) of this section. Such revocation is subject to appeal by the board of health. Once a permit is revoked, a permit shall not be reissued.

(6) *Sale of eggs and baby chicks prohibited.* No person may offer to sell eggs or chicks accumulated from the activities permitted hereunder.

(Code 2001, § 86-5; Ord. No. 08-17, § 1, 9-2-2008; Ord. No. 12-14, §§ 3, 4, 7-17-2012)

Sec. 86-6. Impoundment of animals.

(a) *Animal pound.* The Humane Society and Animal Shelter, Inc., is designated as the city animal pound for dogs and cats. If such shelter is unable to accept any impounded dog or cat, the officer may arrange for alternate impoundment with a veterinary clinic.

(b) *Animals to be impounded.* The city officer charged with the responsibility to enforce section 86-2 shall impound any dog or cat under the following circumstances:

(1) Any animal referred to in subsection 86-2(c).

(2) Any dog or cat found off the owner's premises not wearing a valid rabies vaccination tag.

(3) Any dog or cat off the premises of its owner and not under the control of some person.

(4) Any dog or cat not wearing a valid license tag which is outdoors and not securely confined, whether upon or off the owner's property.

(c) *Delivery and release.* Upon capture and restraint, the officer shall deliver any dog or cat referred to above to the city's designated place of impoundment.

(1) The pound, or in case of placement in an alternate placement of impoundment, each shall comply with the requirements of Wis. Stats. §§ 174.046(3) and (4) relating to owner notification and recording.

(2) The pound or keeper of an alternate place of impoundment shall be entitled to the usual and customary boarding charges collect by them which charges shall be paid by the owner prior to release of the dog.

(3) In addition to payment of the boarding fee and any penalty imposed for violation of this section, no owner shall be entitled to the release of any dog or cat unless the owner provides his or her name and address and submits proof that the dog is licensed and vaccinated against rabies as required by section 86-2.

(4) Any dog or cat not claimed by its owner within seven days shall be disposed of pursuant to Wis. Stats. §§ 174.046(8) or (9).

(Code 2001, § 86-6; Ord. No. 08-17, § 1, 9-2-2008; Ord. No. 13-17, § 15, 8-20-2013)

Sec. 86-7. Beekeeping allowed.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Apiary means the assembly of one or more colonies of honeybees at a single location.

Beekeeper means a person who owns or has charge of one or more colonies of honey or mason bees.

Beekeeping equipment means any item used in the operation of an apiary, such as hive bodies, supers, frames, top and bottom boards and extractors.

Colony means a hive and its equipment and appurtenances, including honeybees, comb, honey pollen and brood.

Hive means the receptacle inhabited by a colony that is manufactured or created for that purpose.

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Honeybee means all life stages of and are limited to the common domestic honeybee, Apis mellifera species of European origin. The Africanized honeybee is prohibited.

Lot means a contiguous parcel of land under common ownership.

Mason bee means all life stages of and are limited to genus osmia.

Nucleus colony means a small quantity of honeybees with a queen housed in a smaller than usual hive box designed for a particular purpose.

(b) *Permit and fees required.*

(1) Only honeybees and mason bees (hereinafter referred to collectively and individually as "bees") may be kept under this section.

(2) Persons that keep bees within the limits of the city must first obtain a permit. No person shall keep, maintain, or allow to be kept any hive or other facility for the housing of honeybees on or in any property in the city without first obtaining a permit.

(3) Applications for a permit to keep or maintain bees will be made on such forms as provided by the city health department.

(4) A permit fee shall be as determined by resolution of the common council and then as stated in city fee schedule.

(5) Permits shall not be transferable or refundable. Only the owner of the proposed permitted real property, or an occupant of the proposed permitted real property with the owner's written permission, is eligible to obtain a beekeeping permit. Only one beekeeping permit shall be issued per parcel.

(6) All permits issued shall expire on June 30 of the year following issuance unless sooner revoked.

(7) Applicants shall provide the following information on the original application:

a. A detailed lot diagram of the beekeeping equipment location including the distances to property lines and from nearby structures on neighboring properties.

b. Written consent from all adjacent property owners.

(8) The applicant shall provide proof of beekeeping education/training from a local technical college, university or beekeeping association or organization to obtain competency in beekeeping.

(9) New permits may only be granted subject to the successful completion of the city health department pre-inspection.

(c) *Conditions for keeping and maintaining hives.*

(1) Approval of a permit application is subject to reasonable restrictions, limitations, conditions, or prohibitions prescribed by the city health department. Any approved permit shall specify any restrictions, limitations, conditions or prohibitions deemed necessary by the health department to safeguard public health and the general welfare and deemed necessary to reduce the likelihood of public or private nuisance.

(2) Beekeeping shall be allowed only in R-1, Single-Family Residence and R-2, Two-Family Residence Districts. Only one beekeeping permit shall be issued per parcel which shall be issued on a first come, first served basis.

(3) Beekeeping equipment shall be restricted to rear-yards and side-yards and shall be screened to avoid being visible from the street or sidewalk. Beekeeping equipment may also be permitted on a roof provided such equipment is screened from view and is determined by the health department to otherwise meet the setback and other requirements of this chapter.

(4) Beekeeping equipment shall not be located closer than ten feet from any side-yard property line, five feet from any rear-yard property line, 15 feet from a public sidewalk, nor 25 feet from a principal residential dwelling on an abutting lot.

(5) No more than two hives are allowed per property parcel.

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(6) Bee colonies shall be kept in hives with removable frames, which shall be kept in sound and usable condition.

(7) Each beekeeper shall ensure that a sufficient and convenient source of fresh water is available to the colony.

(8) Each beekeeper shall ensure that no wax comb or other materials that might encourage robbing by other bees are left upon the grounds of the apiary lot. Such materials once removed from the site shall be handled and stored in sealed containers or placed within a building or other insect-proof container.

(9) Each beekeeper shall maintain beekeeping equipment in good condition and securing unused equipment from weather, potential theft or vandalism and occupancy by swarms. It shall be a violation of this section for any beekeeper's unused equipment to attract a swarm, even if the beekeeper is not intentionally keeping honeybees.

(10) In apiaries the beekeeper shall conspicuously post a sign including the words "honeybee hive" and his/her name clearly readable at 25 feet. A copy of the permit shall be placed in a conspicuous place on the hive.

(11) City staff shall have the right to inspect any permitted beekeeping equipment between 8:00 a.m. and 5:00 p.m. Where practicable, prior notice shall be given to the beekeeper.

(12) A flyway barrier six feet in height shall shield any part of a property line that is within 25 feet of a hive. The flyway barrier shall consist of a wall, fence, dense vegetation or a combination thereof. A flyway barrier is not required if a beehive is kept at least ten feet off the ground.

(d) *Hives shall be actively maintained.* Hives not under active human management and maintenance shall be deemed abandoned and dismantled or removed from the property by the property owner.

(1) In any instance in which a hive exhibits unusually aggressive characteristics, it shall be the duty of the beekeeper to destroy or re-queen the hive. Queens shall be selected from stock bred for gentleness and non-swarming characteristics.

(2) In addition to compliance with the requirements of this section, no beekeeper shall keep a hive that cause any unhealthy conditions or interfere with the normal use and enjoyment of human or animal life of others, any public property or property of others.

(e) *Suspension or revocation of permit*. The health officer may suspend or revoke any permit issued pursuant to this section for violations of ordinances, laws or requirements regulating activity and for other good cause.

(f) *Appeals.* Appeals of licensing decisions, including permit denial, suspension or revocation, shall follow the procedures set forth in section 106-2(g), except that a hearing on the appeal under section 106-2(g)(2) shall be before the board of health commissioners rather than the finance/personnel committee.

(g) *Violation and penalty.* Any person who violates this chapter shall, for each violation, forfeit such amount as determined by resolution of the common council. Each day such violation continues shall constitute a separate offense.

(Code 2001, § 86-7; Ord. No. 15-32, § 1, 12-1-2015)

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Chapter 90

MANUFACTURED AND MOBILE HOME PARKS

Sec. 90-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory building means any structure constructed upon a mobile home or camper trailer space and used in conjunction with such unit.

Camper trailer means a vehicle intended for or capable of human dwelling, designed primarily for sleeping purposes, mounted upon wheels, self-powered or capable of being transported by another vehicle.

Dependent unit means a mobile home, as defined in this section, which does not have bathroom or shower and toilet facilities, and all camper trailers.

Independent unit means a nondependent mobile home equipped with a complete bath and toilet facilities, furniture, cooking, heating, appliances and complete year-round facilities.

Licensee means any person licensed to operate and maintain a mobile home park under this chapter.

Mobile home means a vehicle or structure which is, or was, as originally constructed, designed to be transported by any motor vehicle upon a public highway and designed, equipped and used primarily for sleeping, eating and living quarters, or is intended to be so used; and includes any additions, attachments, annexes, foundations and appurtenances, except that a house trailer is not deemed a mobile home if the assessable value of such additions, attachments, annexes, foundations and appurtenances equals or exceeds 50 percent of the assessable value of the house trailer.

Mobile home park means any site, plot, parcel or tract of land designed, maintained, intended, used or developed with facilities for the location of two or more units. The term "mobile home park" shall not include a sales lot in which automobiles and/or unoccupied units are parked for the purpose of inspection and sale.

Pad means a concrete slab or its equivalent as determined by the city building inspector, constructed on a space, as defined in this section, for the purpose of accommodating water and sanitary connections to any unit.

Space means a plot of ground in a mobile home park, to be leased or transferred, which is intended for the location of one independent or dependent unit.

Unit means a mobile home or camper trailer unit.

(Code 1974, § 25.01; Code 2001, § 90-1)

Sec. 90-2. Location outside of park.

(a) It is unlawful, except as provided in this chapter, for any person to park any mobile home or camper trailer on any street, alley or highway or other public place or on any tract of land owned by any person within the city.

(b) Emergency or temporary stopping or parking is permitted on any street, alley or highway subject to any prohibitions imposed by the traffic and parking regulations or ordinances for that street, alley or highway.

(c) No person shall park or occupy any mobile home on any premises which is situated outside an approved mobile home park except under special permit as provided in section 90-3. Parking of only one unoccupied mobile home or camper trailer is permitted, provided that no living quarters shall be maintained or business practiced therein while so parked or stored. The unit can be parked or stored within an accessory private garage building or in a rear yard during the entire year.

(Code 1974, § 25.02; Code 2001, § 90-2)

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Sec. 90-3. Permit for location outside of park.

(a) Upon a showing of hardship and/or immediate necessity for use the council may issue special written permits allowing the location of an occupied dependent or independent unit outside of a mobile home park for a period not to exceed six months for any one premises in any 12-month period; and upon a showing of extreme hardship or immediate necessity for use for health reasons, the council may issue special written permit of a mobile home park for a 12-month period. The inspection and application filing fee required in subsection (b) of this section shall not apply, nor be required, for renewal applications based upon a showing of extreme hardship. Such special written permits issued by the council shall be for the period or term stated thereon or until the respective hardship and/or necessity ceases. On the cessation of hardship and/or immediate necessity such special written permits shall be void. The permits shall be granted upon the written consent of the owner, legal agent of the owner, or the lessee of the location for which the permit is issued. Not more than one unit shall be granted a permit to locate on any premises outside a mobile home park. Any violation of this section shall subject the violator to the penalties as set forth in section 1-11.

(b) Application for the permit shall be made to the clerk and shall be accompanied by an inspection fee of $125.00 and shall state the name and permanent addresses of the occupants of the unit, the license number of the unit and towing vehicle, place of last stay, intended purpose of stay at requested location, whether the occupants are nonresident tourists, whether any occupant is unemployed in the state, the exact location of the premises, the name of the owner and the occupant of any dwelling on the premises, and the owner's and/or occupant's permission to locate, a statement of the nature and location of sanitary facilities, and the permission of the occupant of the dwelling house for their use, and a statement that all wastes from unit occupancy will be disposed of in a sanitary manner. Application for location on a vacant lot or parcel of land shall be accompanied by a statement of the nature and location of sanitary facilities, which must include a safe water supply and toilet within 200 feet of the proposed location of such unit and a statement of permission from the owner for their use.

(c) The owner of a nonexempt, occupied unit not located in a mobile home park shall be subject to and pay the deposit and monthly parking fee established in section 90-10.

(d) The owner of land on which is parked a nonexempt, occupied unit not located in a mobile home park shall furnish information to the city assessor as required by section 90-10.

(Code 1974, § 25.03; Code 2001, § 90-3; Ord. No. 02-29, § 5, 9-3-2002)

Sec. 90-4. License.

(a) *Required.* No person shall establish, operate or maintain, or permit to be operated, maintained or established upon any property owned, leased or controlled by such person, a mobile home park for dependent or independent units as described in this chapter without first obtaining a license for each park as provided in this section.

(b) *Duration.* Licenses issued and renewed under are annual licenses expiring at the close of each calendar year.

(c) *Initial application.* Initial application for a mobile home park license shall be made on forms provided by the city clerk and shall include the name and address of the owner in fee of the tract (if the fee is vested in some person other than the applicant, a duly verified statement by that person that the applicant is authorized by him or her to construct or maintain the mobile home park and make the application), and such legal description of the premises upon which the mobile home park is or will be located as will readily identify and definitely locate the premises. Such application shall be accompanied by five copies of the park plan showing the following:

(1) Exact area and extent of proposed park, accompanied by a legal description and certified survey map.

(2) All roadways, driveways, parking bays, and ingress and egress points.

(3) Complete layout of storm, sanitary and water systems for such park.

(4) Plan for electrical distribution and lighting facilities.

(5) Method and plan for garbage removal.

(6) Location of service building in dependent unit parks, indicating number and location of sanitary

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conveniences within such service buildings.

(d) *Review and approval of initial application.* The initial application shall be reviewed by both the city plan commission and board of public works. Both bodies shall make a recommendation to the common council concerning the application and may include in such recommendation reasonable conditions for approval. The common council, in the exercise of its discretion, may act to deny or grant the license subject to any and all such conditions or any other reasonable conditions it sees fit to impose. The action of the common council in granting or denying such license shall be reviewable by the circuit court by writ of certiorari.

(e) *Renewal.* Mobile home park licenses may be renewed on an annual basis upon the licensee making application therefor on a form provided by the clerk. If no significant changes in any matter disclosed on the application or to the park plan in regard to size, road layout, utility layout, service accessibility, unit layout or density are proposed, the licensee shall so note on the application, in which case a copy of the last approved mobile home park plan shall be forwarded to the board of public works, who shall consider whether all provisions of this chapter are being complied with. The board of public works shall make a recommendation to the common council for final action.

(f) *Revision of significant change.* If an applicant proposes a significant change to any matter disclosed in the application or to the park plan in regard to size, road layout, utility layout, service accessibility, layout of units or density, such license shall be reviewed under the procedures set forth in subsections (c) and (d) of this section. Upon review of the recommendations of the plan commission and board of public works, the common council may act to approve or deny the requested revision, but no action shall be taken to deny the license previously granted the licensee except pursuant to a hearing held in accordance with Wis. Stats. § 66.058(2)(d).

(Code 1974, § 25.04; Code 2001, § 90-4; Ord. No. 13-17, § 14, 8-20-2013)

Sec. 90-5. Location of parks.

An application for the construction of a mobile home park shall be considered only when its proposed location is within a district zoned to permit this type of use.

(Code 1974, § 25.05; Code 2001, § 90-5)

Sec. 90-6. Park plan.

(a) *Acreage required.* No license shall be issued for the establishment of an independent unit park unless such park contains a minimum of 20 acres of property. No license shall be issued for the establishment of a dependent unit park unless such park contains at least five acres of property.

(b) *Size and width.* Unit spaces in a park shall be clearly defined. Independent unit spaces shall consist of a minimum of 6,000 square feet and have a width of not less than 60 feet measured at right angles from the side lot line of each space. Dependent unit spaces shall consist of a minimum of 3,200 square feet and have a width of not less than 44 feet measured at right angles from the side lot line of each space.

(c) *Distance to service buildings.* A dependent unit park shall be so laid out that no dependent units shall be further than 200 feet from the service building required in this section, and walkways to such structures shall be paved and well lighted.

(d) *Streets and roadways.* An independent unit park or a dependent unit park shall be arranged so that all the spaces face or abut on a street of not less than 30 feet in width, giving easy access from all spaces to an access street. All streets, drives, parking areas and walkways shall be hard-surfaced, constructed or either bituminous asphalt or concrete. The design and construction of public streets and roadways which are determined to be necessary to service existing or future development of areas adjacent to such park or to conform to the official street map of the city shall conform to the requirements of the platting and subdivision ordinances of the city for conventional residential subdivisions. Platting and subdivision regulations do not apply to secondary trailer site access streets. No such secondary access street shall be less than 30 feet in width. All streets required to conform to the platting and subdivision regulations within such park shall be conveyed or dedicated to the city and maintained as public streets by the city. All other access streets or ways to remain under the ownership and responsibility of the owner of such park.

(e) *Parking within designated spaces.* All mobile homes and camper trailers within parks shall be placed

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within the designated spaces.

(f) *Setback regulations.* The following setback regulations shall apply to independent and dependent unit parks:

(1) No building, structure, mobile home or camper trailer shall be located closer than 50 feet to any property line of the park, nor closer than 75 feet to any county, town, city or state highway.

(2) All units shall be set back at least 15 feet from the pavement of street or roadways within the park, shall have a rear yard setback of ten feet, and a side yard setback of ten feet, such rear yard and side yard shall be seeded and landscaped, and in no case shall such setback be used for off-street parking.

(3) No park of any mobile home or any addition or appurtenance thereto shall be placed within 20 feet of any other mobile home addition, or appurtenance thereto, nor within 25 feet of any service building.

(g) *Height regulations.* No building, structure or mobile home located in a park shall exceed two stories or 30 feet in height.

(h) *Off-street parking.* Unless a community parking facility is provided containing one or more standard parking spaces for each unit within such park, one hard-surfaced automobile parking space shall be provided within each unit space, that the minimum dimensions for such unit parking space shall be ten feet by 20 feet in size and shall be within a garage, carport or other approved accessory building. No parking on park streets shall be allowed.

(i) *Concrete pad.* There shall be constructed on each mobile home space a concrete pad, or its equivalent, as determined by the building inspector, to be used for the accommodation of necessary water and sanitary connections as stipulated within the city plumbing code.

(j) *Open space.* A minimum of three acres for each 60 unit spaces and an additional 2,100 square feet for each space over 60 spaces shall be required in an independent unit park. A minimum of 200 square feet per unit space shall be required in a dependent unit park. Such open space shall be in addition to that required for individual unit spaces and buffer strip required in this section for the express purpose of providing open space and recreational area for the residents of the park.

(k) *Landscaping.* There shall be provided, along the property line of each independent and dependent unit park, within the 50-foot perimeter setback area, approved screen fencing or landscape planting.

(l) *Percentage of space occupancy.* In no case shall a mobile home and its accessory buildings occupy more than 36 percent of a space.

(Code 1974, § 25.06; Code 2001, § 90-6)

Sec. 90-7. Health, sanitation and building regulations.

(a) All unit parks shall comply with the regulations as set forth by the state division of administration, in Wis. Admin. Code SPS 326, Manufactured Home Communities. ~~Admin. 65 entitled, "Mobile Home Parks."~~

(b) All plumbing, electrical, building or other construction at any park licensed under this chapter shall comply with all the ordinances of the city and the requirements of the state plumbing, electrical and building codes and the regulations of the state division of health. Licenses and permits granted under this chapter grant no right to erect or repair any structure, to do any plumbing or electrical work. A building permit shall be obtained from the office of the building inspector prior to the construction, erection or repair of any structure or facility within such park.

(c) Individual water service connections provided for direct use of an independent unit shall provide a minimum of 20 pounds pressure per square inch and capable of furnishing a minimum of 125 gallons per day per space.

(d) Every dependent unit park shall provide an abundant supply of hot water at all reasonable hours for bathing, washing and laundry facilities.

(e) Every dependent unit park service building shall be not more than 200 feet from any dependent unit space nor closer than 15 feet from any such space.

(Code 1974, § 25.07; Code 2001, § 90-7)

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Sec. 90-8. Inspector and enforcement.

No independent or dependent unit park licenses (or permit for location outside of a licensed mobile home park) shall be issued until the city clerk shall notify the chief of police, health department, fire chief and building inspector or their authorized agents of such application, and these officials shall inspect or cause to be inspected each application and the premises to determine whether the applicant and the premises on which mobile homes will be located comply with the regulations, ordinances and laws applicable thereto. The officials shall furnish to the plan commission and board of public works, in writing, the information derived from such investigation, and a statement as to whether the applicant and the premises meet the requirements of the department for whom the officer is certifying. No license shall be renewed without a reinspection of the premises. For the purpose of making inspections and securing enforcement, such officials or their authorized agents shall have the right and are empowered to enter on any premises on which a mobile home is located, or about to be located, and to inspect the same and all accommodations connected therewith at any reasonable time.

(Code 1974, § 25.08; Code 2001, § 90-8)

Sec. 90-9. Management.

(a) In every mobile home park there shall be located the office of the attendant or person in charge of the park. A copy of the park license and of this chapter shall be posted therein, and the park register shall at all times be kept in the office.

(b) It is made the duty of the attendant or person in charge, together with the licensee to:

(1) Keep a register of all occupants, to be open at all times to inspection by state, federal and local officers, which shall show for all occupants of the mobile home park:

a. Names and addresses;

b. Number and ages of all children;

c. Number of public elementary school children;

d. Number of public secondary school children;

e. State of legal residence;

f. Dates of entrance and departure;

g. License number of all mobile homes and towing or other vehicles;

h. States issuing such licenses;

i. Purpose of stay in camp;

j. Place of last location and length of stay;

k. Place of employment of each occupant.

(2) Maintain the park in a clean, orderly and sanitary condition at all times.

(3) Ensure that the provisions of this chapter are complied with and enforced and report promptly to the proper authorities any violations of this chapter or any other violations of law which may come to his or her attention.

(4) Report to the health commissioner in all cases of animals affected or suspected of being affected with any communicable disease.

(5) Maintain in convenient places, approved by the fire chief, hand fire extinguishers in the ratio of one to eight spaces.

(6) Collect the deposit and monthly parking permit fee from each mobile homeowner and submit such payments to the city clerk as required by section 90-10.

(7) Furnish all information to the city assessor as required by section 90-10.

(Code 1974, § 25.10; Code 2001, § 90-9; Ord. No. 13-17, § 15, 8-20-2013)

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Sec. 90-10. Monthly parking fee.

(a) There is imposed on each owner of a nonexempt, occupied mobile home in the city a monthly parking permit fee determined in accordance with Wis. Stats. § 66.0435(3) ~~66.058(3)~~ which is adopted by reference and made a part of this chapter as if fully set forth in this section. It shall be the full and complete responsibility of the licensee to collect the proper amount from each mobile homeowner. Licensees and owners of mobile homes permitted to be located on land outside a mobile home park shall pay to the city clerk such parking permit fees on or before the tenth of the month following the month for which such fees are due in accordance with the terms of this chapter and such regulations as the city clerk may reasonably promulgate.

(b) Licensees of mobile home parks and owners of land on which are parked any occupied, nonexempt mobile homes shall furnish information to the city clerk and city assessor on such homes added to their park or land within five days after arrival of such home on forms furnished by the city clerk. Such licensees and owners shall notify the city clerk immediately when a unit has been or is about to be removed from the city.

(c) Owners of nonexempt, occupied mobile homes, upon receipt of notice from the city clerk of their liability for the monthly parking permit fee, shall remit to the city clerk a cash deposit of $25.00 to guarantee payment of such fees when due to the city clerk. It shall be the full and complete responsibility of the licensee of a mobile home park to collect such cash deposits from each occupied, nonexempt mobile home therein and remit such deposits to the city clerk. Upon receipt of a notice from the owner or licensee that the nonexempt, occupied mobile home has been or is about to be removed from the city, the city clerk shall apply the cash deposit to reduce any monthly parking permit fees for which the owner is liable and refund the balance, if any, to the owner.

(d) The collection of delinquent monthly parking fees shall be provided in Wis. Stats. § 66.0435(3)(g) ~~66.058(3)(g)~~.

(Code 1974, § 25.10; Code 2001, § 90-10)

Sec. 90-11. Revocation and suspension of license.

The common council may suspend or revoke a license after a hearing held pursuant to Wis. Stats. § 66.0435(2)(d) ~~66.058(2)(d)~~.

(Code 1974, § 25.11; Code 2001, § 90-11)

Sec. 90-12. Variances.

When, in the judgment of the common council, a provision or requirement of this chapter may not literally be applied to those mobile home parks or parcels of such parks in existence on the effective date of the ordinance from which this chapter is derived due to prohibitive reconstruction costs, such provision may be altered or waived by the common council if such alteration or waiver does not affect the sanitation requirements of the city or state or create or permit to continue any hazard to the health and welfare of the community and the occupants of the park, and as long as the basic intent of control stated in this section is retained.

(Code 1974, § 25.12; Code 2001, § 90-12)

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Chapter 94

PROPERTY MAINTENANCE

Sec. 94-1. Purpose and scope of chapter.

(a) Buildings and property that have become or are becoming dilapidated, neglected, overcrowded with occupants, fire hazards, vermin infected, unsanitary, or otherwise unfit for human habitation, jeopardize and are detrimental to the health, safety, morals and welfare of the residents of the community, and the prevention of the occurrence of such condition is in the best interests of the citizens of the community.

(b) The purpose of this chapter is to protect the public health, safety and welfare of the people of the city by:

(1) Establishing minimum standards governing the condition and maintenance of buildings and other structures, either occupied or unoccupied and exterior properties.

(2) Establishing the responsibilities of owners and occupants for the maintenance of the prescribed minimum standards.

(3) Providing the means of administering and enforcing such minimum standards.

(c) This chapter shall apply to all buildings, including single-family, two-family, multiple-family dwellings; roominghouses, commercial buildings/industrial, and to the property on which they are located, and to all structures that are accessory to such buildings.

(Code 2001, § 94-1; Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-2. Definitions.

(a) *Extensions to certain terms.* Whenever the terms "building," "structure," "dwelling," "dwelling unit," "multiple dwelling," "roominghouse," or "premises" are used in this chapter, they shall be construed as though they were followed by the terms "or any part thereof."

(b) *Specific words defined.* The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Accessory structure means a detached building or structure not used as a dwelling, residential or commercial building, and which is located on the same parcel.

Adequate means adequate as determined by the inspector under the regulations of this chapter or adequate as determined by an authority designated by law or this chapter. The term "adequately" means the same as adequate.

Approved means approved by, or in accordance with, the regulations of the housing chapter, enforced and interpreted by the city building inspector.

Basement means that portion of a building that is partly above grade which has more than one-half its height measured from floor to ceiling above the average finished grade of the ground adjoining the building.

Bath means a bathtub or shower stall.

Bedroom means a habitable room within the dwelling unit which is used, or intended to be used, primarily for the purpose of sleeping, but shall not include any kitchen or dining room.

Building means any structure built, used, designed, or intended for the support, shelter, protection, or enclosure of persons. The term "building" means a combination of materials to form a construction that is safe and stable, and adapted to permanent or continuous occupancy for assembly, business, educational, high hazard, industrial, institutional, mercantile, residential, or a storage purpose. For the purpose of this chapter, each portion of a building completely separated from other portions by a firewall shall be considered as a separate building.

Duplex means a structure with two dwelling units.

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Dwelling means a building or portion thereof, but not a manufactured or mobile home, designed or used exclusively for residential occupancy, including single-family, two-family and multiple-family buildings, but not including hotels and motels.

Dwelling unit means any habitable room or group of adjoining habitable rooms located within a dwelling and forming a single unit with facilities which are used, or intended to be used, for living, sleeping, cooking and eating of meals.

Exterior property areas means the open space on the premises and on adjoining property under the control of the owners or occupants of such premises.

Extermination means the control and elimination of insects, rodents or other pests by eliminating their harborage places, by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping or any other approved pest elimination methods.

Family means one or more persons, each related to the other by blood, marriage, adoption, or foster relationship ~~children~~ who are living together in a single dwelling and maintaining a common household. Not more than five unrelated persons living together on the premises may constitute a family. A family includes any domestic servants and not more than one gratuitous guest residing with same family.

Garbage means the animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

Habitable room means a room or enclosed floor space used, or intended to be used, for living, sleeping, cooking or eating purposes, excluding bathrooms, toilet rooms, laundries, pantries, foyers, communicating corridors, closets, storage spaces and stairways, and rooms used for play or recreational purposes.

Health officer means the health commissioner of the city or his or her authorized representative.

Impervious to water means constructed of concrete, cement block, terrazzo, brick, tile, or other material approved by the building inspector, and having tight fitting joints, and not having more than 4 1/2 percent absorption by test.

Infestation means the presence of any insects, rodents or other pests within a dwelling or on the dwelling premises.

Inspector means any building inspector, health officer or sanitarian.

Kitchen means a habitable room used, or intended to be used, for cooking or the preparation of meals.

Living room means a habitable room within a dwelling unit which is used, or intended to be used, primarily for general living purposes.

Multiple dwelling means any structure containing three or more dwelling units or a structure containing one or more dwelling units in combination with a nonresidential use.

Occupant means any person, including an owner or operator, living, sleeping or cooking in, or having actual possession of, a dwelling unit or rooming unit.

Operator means any person who has charge, care or control of a building or part of a building, in which dwelling units or rooming units are let.

Owner means any person who, alone or jointly or severally with others, shall have legal title or equitable title to any building, structure, dwelling, dwelling unit or rooming unit; or shall have charge, care or control of any building, structure, dwelling, dwelling unit or rooming unit as executor, administrator, trustee or guardian of the estate of the owner.

Plumbing means all of the following facilities and equipment: water pipes, garbage disposal units, waste pipes, vent pipes, toilets, sinks, installed dishwashers, lavatories, baths, installed clothes washing machines, catchbasins, drains, vents, domestic hot water heaters, and any other similar fixtures, together will all connections to water, sewer or gas lines.

Premises means a platted lot or part of such lot, or unplatted lot or parcel of land, or plot of land, either occupied or unoccupied, by any dwelling or structure.

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Residential building means a building which is arranged, designed, used, or intended to be used for residential occupancy by one or more families or lodgers, and which, includes, but is not limited to, the following types: Single-family detached dwellings, two-family detached dwellings, multiple-family dwellings (including apartment hotels), roominghouses, fraternity and sorority houses. For the purpose of this chapter, any building containing any of the above uses together with other uses shall be considered a residential building.

Roomer means an occupant of a roominghouse who is not a member of the family of the operator of that roominghouse and shall also mean an occupant of a dwelling unit who is not a member of the family occupying the dwelling unit.

Roominghouse means any dwelling, or that part of any dwelling, containing one or more rooming units, in which space is let by the owner or operator to three or more roomers, except hotels and tourist roominghouses licensed by the hotel and restaurant division of the state division of health.

Rubbish and *refuse* mean all combustible and noncombustible waste materials, except garbage, and the terms "rubbish" and "refuse" mean and include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, dust and other similar materials.

Sewage means liquid waste containing animal or vegetable matter in suspension or solution and which may include industrial wastes and liquids containing chemicals.

Sleeping room means a room used for sleeping purposes.

Structure means anything constructed or erected, the use of which requires more or less permanent location on the ground or attached to something having permanent location on the ground.

Supplied means paid for, furnished, provided by or under the control of, the owner or occupant.

Temporary housing means any tent, trailer or other structure used for human shelter which is designed to be transportable.

Toilet means a water closet with a bowl and trap, which is equipped with flushing rims which permit the bowl to be properly flushed and scoured when water is discharged through the flushing rims.

Ventilation means supply and removal of air to and from a space by natural or mechanical means.

~~In the construction of this chapter, the rules and definitions contained in this article shall be observed and applied, except when the context clearly indicates otherwise. In further amplification and for clarity of interpretation of the context, the following finite definitions of word use shall apply:~~

~~(a) Words used in the present tense shall include the future, and words used in the singular number shall include the plural number, and the plural, the singular.~~

~~(b) The term "shall" is mandatory and not discretionary.~~

~~(c) The term "may" is permissive.~~

(Code 2001, § 94-2; Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-3. Property and premises maintenance.

Properties and premises shall be maintained in a clean and sanitary condition free from any accumulation of garbage or rubbish.

(1) *Grading and drainage*. All premises shall be graded and maintained to prevent soil erosion and the accumulation of stagnant water thereon, or within any building or structure. Stormwater shall be properly conveyed to prevent any stormwater to enter the dwelling, basement or crawlspace.

(2) *Sidewalks and driveways*. Sidewalks, driveways, walkways, and stairs shall be maintained and free from any hazardous conditions.

(3) *Refuse and debris.* All exterior property areas, including yards, courts, lots and accessory buildings, shall be kept free and clear of any physical hazards, refuse, debris or materials of any sort, including piled lumber, wood, brick, or stone, which would tend to cause a health, accident or fire hazard, or which

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would obstruct egress of occupants, or interfere with firefighting operations, or act as a breeding place and harborage for rodents, vermin or insects.

(4) *Garbage and rubbish facilities.* Every dwelling unit shall be provided with adequate facilities for the storing of garbage and rubbish. Such facilities shall comply with the provisions of chapter 82 of this Code. Every dwelling unit located on premises with two or more additional dwelling units shall have such facilities supplied.

(5) *Removal of fire hazards.* No person shall keep or deposit, or allow to be kept or deposited, within the city, any ashes, live coals, or cinders within 20 feet of any frame building, fence, wood pile, lumber, or other combustible material unless the same shall be placed in a depository constructed of brick, stone or other fire resistant material.

(6) *Exhaust terminations and discharge*. Exhaust pipes, ducts, blower housings shall not discharge or convey gases, vapor hot air, grease, smoke or other gases or particulates directly on adjacent properties.

(Code 2001, § 94-3; Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-4. Exterior dwellings and structures.

The exterior of a building, dwelling or structure, including accessory structures shall be maintained in good repair, structurally sound and sanitary condition so as not compromise public health, safety and welfare.

(1) *Maintenance of foundations.* Every foundation shall be kept in a sound, plumb, watertight condition and free from open cracks and breaks so as to be insect-proof and rodent-proof in accordance with the terms of section 74-7.

(2) *Structural members.* All building structural members and columns shall be maintained in a good sound condition, free from deterioration, and shall be capable of safely supporting live loads and dead loads.

(3) *Exterior surfaces and trim.* All exterior surfaces shall be protected from the elements and deterioration and shall be maintained in good condition. All surfaces other than decay-resistant materials, including, but not limited to, window frames, cornices, decks, porches, trim, door frames and doors shall be protected from decay by painting or other protective covering or treatment. Paint peeling and flaking on surfaces shall be scraped and painted. Cladding joints between the buildings envelop and the edge of windows, door, skylights, shall be weather resistant and watertight. Metal surfaces prone to rust and corrosion shall be coated with rust inhibiting coating or system.

(4) *Roofs and drainage conveyance.* All roofs and flashing shall be in good condition to prevent water intrusion and to prevent deterioration to the structure. Roof drains, gutters and downspouts shall be maintained in good condition and to convey stormwater from the dwelling or structure.

(5) *Overhangs, awnings and decorative trim.* Cornices, fascia, soffits, frieze boards, corbels and other decorative trims on dwellings and structures shall be maintained in good repair, with positive connections and in a safe condition. All overhangs and building extensions, including, but not limited to, awnings, canopies, signs, fire escapes shall be maintained in good repair and positively connected to the building, dwelling or structure.

(6) *Stairways, decks, porches and balconies.* Every outside stairway, porch, deck, balcony attached to the dwelling or structure shall be structurally sound, positively connected, in good repair and capable of withstanding imposed live loads and dead loads.

(7) *Guards and handrails.* All guards and handrails shall be firmly affixed, positively connected and capable of supporting imposed loads. Exterior and interior stairs having more than three risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 24 inches above the floor, or the grade below shall have guards. Handrails shall not be less than 30 inches in height nor more than 38 inches in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 36 inches in height above the floor or landing, balcony, porch, deck, or ramp.

(8) *Windows, doors, and skylights*. All windows, doors, frames and skylights shall be kept in good and sound condition, good repair, and weather tight. All windows and doors, except fixed windows shall be easy to

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operate and kept in good condition.

(9) *Cleanliness of premises.* Every building, dwelling or dwelling unit and premises shall be kept clean, and also shall be kept free from vermin and any accumulation of dirt, filth, rubbish, debris, refuse, garbage or other objectionable matter.

(Code 2001, § 94-4; Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-5. Interior dwellings and structures.

The interior of a building, dwelling or structure and associated equipment and appliances shall be maintained in good repair, structurally sound and in a sanitary condition. Every occupant of a building, dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit and premises.

(1) *Disposal of rubbish.* Every owner/occupant of a building, dwelling and dwelling unit shall dispose of all his or her rubbish in a clean and sanitary manner by placing it in the rubbish containers required by section 82-3.

(2) *Disposal of garbage.* Every owner/occupant of a building, dwelling or dwelling unit shall dispose of all the garbage and any other organic waste which might provide food for rodents in a clean and sanitary manner by placing it in the garbage disposal facilities or garbage storage containers as required by section 82-4.

(3) *Use of plumbing fixtures.* Every owner/occupant of a building, dwelling or dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation of such fixtures.

(4) *Destruction, mutilation and defacing of property.* Every owner/occupant of a building, dwelling or dwelling unit, rooming unit, or nursing unit shall be responsible for the repair or replacement of any part of required residential real estate, required supplied fixtures and equipment, required supplied furnishings, or any other required property of an owner, when such has been willfully or wantonly damaged, mutilated or defaced by such occupant.

(5) *Structural members.* All structural members and columns shall be structurally sound, positively connected and capable of supporting all live loads and dead loads.

(6) *Interior surfaces.* All interior surfaces, including, windows, doors, casings and other trim shall be maintained in good, clean and sanitary condition. Any flaking, chipping, peeling of paint shall be repaired, removed or covered.

(7) *Stairs and ramps.* All stairs, walking surfaces, landings, ramps shall be maintained in sound condition and in good repair.

(8) *Guards and handrails.* All guards, handrails and associated trim shall be positively connected and capable of supporting imposed loads and shall be maintained in good condition.

(Code 2001, § 94-5; Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-6. Light, ventilation, and occupancy requirements.

The owner of the building, dwelling or structure shall provide and maintain adequate light, ventilation and adequate living space therein the dwelling or structure. A person shall not occupy as owner/occupant, or permit another person to occupy, any premises that do not comply with the requirements of this chapter.

(1) *Light and ventilation.* Every habitable room, toilet room and bathroom shall have at least one window facing directly to the outdoors. The minimum total window area shall be at least eight percent of the net floor area of the room. At least one-half of the window in any sleeping room shall be made so as to open full width, unless other means of adequately ventilating such rooms are installed and operating. The outside window in every toilet or bathroom shall have a total area of at least eight percent of the floor area, but not less than four square feet, except that no window or skylight is required in adequately ventilated bathrooms or toilet rooms equipped with a ventilation system which is kept in continuous operation. Exhaust ventilation shall be installed in all toilet rooms serving a water closet, urinal and a tub or shower.

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a. *Common halls and stairs.* Every common hall, corridor and stairs in residential buildings and commercial occupancies, other than in one- and two-family dwellings, shall be illuminated at all times with not less than one footcandle measured at the walking/floor level for each 200 square feet of floor area or equivalent illumination be provided such that luminaires shall not be greater than 30 feet apart. Means of egress, including exit, discharge, stairways shall be illuminated at all times the building or structure is occupied with illumination levels of not less than one footcandle at floors, landings and treads.

b. *Doors and windows* All doors required for ventilation and all windows shall be protected with insect screen equivalent to not less than 16-wire mesh installed to prevent the entrance of flies, mosquitoes and other insects, annually during May before June 1 and maintained until storm windows are installed in autumn. All exterior doors and windows shall have storm windows or storm doors installed or maintained to prevent excessive drafts and heat loss no earlier than October 15, but no later than November 15 annually.

c. *Other spaces.* All other spaces shall be provided with natural or artificial light to provide adequate illumination to maintain sanitary conditions and safe occupancy of the space for utilization of appliances, equipment and fixtures.

(2) *Clothes dryer exhaust*. Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted to the exterior of the dwelling or structure and consist of rigid and smooth-walled piping.

(3) *Occupancy requirements*. All residential dwelling units, hotel units, rooming units and dormitories shall provide privacy and be separated from other adjoining spaces and shall not be occupied by more than one family.

a. *Ceiling height and room widths*. A habitable room, other than a kitchen shall not be less than seven feet. Kitchens shall have a minimum clear passageway of 30 inches between counter fronts, walls, kitchen island base unit, cabinets and appliances. Exceptions:

1. Single-family and two-family dwellings shall permit beams and girders to project no more than eight inches below the required ceiling height.

2. Basement rooms in single-family and two-family dwellings used for recreational purposes shall have a ceiling height of no less than six feet ten inches with a minimum clear height of six feet four inches under beams, girders, ducts or similar obstructions.

b. *Bedroom and living room requirements*. Bedrooms in dwellings and dwelling units shall be a minimum of 70 square feet and bedrooms that are occupied by more than one person shall not be less than 50 square feet of net floor area for each occupant thereof. Living rooms shall not be less than 100 square feet per net floor area. Dining rooms in dwellings and dwelling units with three to five occupants shall not be less than 80 square feet; more than six occupants shall not be less than 100 square feet.

c. *Water closet access*. All bedrooms in dwellings and dwelling units shall have access to one bathroom containing a minimum of one water closet and lavatory without passing through another bedroom.

d. *Kitchens and non-habitable spaces*. Kitchens and non-habitable spaces shall not be used for sleeping purposes. Spaces that are provided for food preparation shall contain adequate space to serve foods in a sanitary means.

e. *Efficiency unit*. An efficiency unit in a residential dwelling or dwelling unit occupied by not more than one occupant shall have a minimum net clear floor area of not less than 120 square feet. A dwelling unit occupied by not more than two occupants shall not have a net clear floor area of not less than 220 square feet. A dwelling unit occupied by three occupants shall have a net clear floor area of 320 square feet. The unit shall be provided with a kitchen sink, cooking appliance and a refrigerator having a net clear working space of 30 inches in front. The unit shall be provided with a bathroom containing a water closet, lavatory, and a tub or shower.

(Code 2001, § 94-6; Ord. No. 17-24, § 1, 12-5-2017)

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Sec. 94-7. Heating facilities.

(a) Any building, dwelling or dwelling unit designed to be used for dwelling purposes shall be supplied, maintained and equipped with heating facilities, which shall be properly installed, be maintained in good working condition, and be capable of adequately heating all habitable rooms, bathrooms, and toilet rooms contained therein, or intended for use by the occupants thereof, to a temperature of at least 70 degrees Fahrenheit, at a distance of three feet above floor level, when the outside temperature is at or above 15 degrees below zero Fahrenheit. This subsection shall not act to permit the use of space heaters where such use is prohibited by either the city building or heating chapter, or the state uniform dwelling chapter and HVAC chapters, when applicable. Every supplied central heating system shall comply with the city building and heating chapters and with the state uniform dwelling and HVAC chapters, when applicable. It shall also comply with the following requirements:

(1) The central heating unit shall be in good operating condition.

(2) Every heat duct, steam pipe and hot water pipe shall be free of leaks and shall function so that an adequate amount of heat is delivered where intended.

(3) Every seal between the sections of a warm air furnace shall be tight so noxious gases will not escape into the heat ducts.

(b) Every space heater shall comply with the city building and heating chapters and the state uniform dwelling chapter and HVAC chapters when applicable, and all of the following requirements:

(1) No space heater burning solid, liquid or gaseous fuels shall be of portable type.

(2) Every space heater burning solid, liquid or gaseous fuels shall be properly vented.

(3) The location of space heaters, the insulation of walls and ceilings close to such heaters, the construction, installation and guarding of smoke pipes and walls or ceilings which they go through, shall be in accordance with the uniform dwelling chapter and HVAC chapters.

(Code 2001, § 94-7; Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-8. Electrical.

Every building, dwelling, dwelling unit and all public and common areas in multifamily dwellings shall be supplied with electrical service, outlets, and fixtures, which shall be properly installed, shall be maintained in good and safe working condition, and shall be connected to a source of electric power in a manner prescribed by city and state electric regulations and the National Electrical Code. The minimum capacity of such electrical services and the minimum number of outlets and fixtures shall be as listed below. The electrical service shall be of sufficient size to handle the load connected to it. The branch circuits shall be protected by S-type or equivalent safety type, tamper-proof fuses or breakers, not to exceed the ampacity of the smallest wire size in the circuit.

(1) Every dwelling unit or room shall have electric service capable of providing at least three watts per square foot of total floor area (air conditioners, ranges, space heaters and motor driven equipment one-eighth hp or over excluded).

(2) Every lavatory, bathroom, kitchen or kitchenette, dining room, laundry room, furnace room shall contain at least one approved ceiling or wall type electric light fixture equipped with sufficient lamps or tubes to provide no less than five footcandles at floor level at center of room. Where more than one fixture is used or required, they shall be equally spaced as far as practicable. (A switched outlet may be substituted for ceiling or wall fixture in dining room.)

(3) Convenience outlet receptacles shall be provided as follows (measurements are at room perimeter and include doors and door-alcoves): Living room requires one receptacle per 75 square feet. Dining room requires one per 75 square feet. Kitchen one per eight feet or fraction of countertop and preparation area measured at rear (preparation area includes countertops, sinks, range tops, and all other similar areas at counter height). Island type work areas require one for each eight feet or less of length. Separate outlets shall be provided for refrigerators. Dining areas in kitchen requires one per 75 square feet. Bedroom requires one per 75 square feet. Laundry requires one (when laundry equipment is present). Bathrooms and lavatories require one (may be part of wall fixture if 72 inches or less from floor). Other habitable rooms require a minimum of two fixed appliances exceeding one-eighth horsepower or 300 watts rating

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shall not be connected to general purpose branch circuits.

(4) Convenience outlets are to be located to prevent use of extension cords. All cords and temporary wiring not in compliance with NEC article 400-A, and all exposed abandoned wiring shall be removed.

(5) All electrical service equipment shall be provided with proper working clearances, properly labeled and shall be provided with sufficient illumination.

(Code 2001, § 94-8; Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-9. Plumbing.

(a) *Buildings and dwelling units.* Every building, dwelling, dwelling unit shall be provided with plumbing systems that comply with the plumbing chapters of the city and state, which shall be maintained in a sanitary and serviceable condition, designed to dispose of sewage from all fixtures and to furnish cold water to every toilet, and hot and cold water to every sink, lavatory, bathtub or shower required therein. The following standards and specifications apply:

(1) Where multiple dwellings contain sleeping accommodations arranged as individual rooms, for each multiple of six sleeping rooms, there shall be provided plumbing fixtures consisting of at least one toilet, one lavatory as described above and one bath or shower.

(2) Every toilet and bath required hereunder shall be located accessible to the occupants of each room sharing such facilities without the necessity of going through the dwelling unit or room of another and without going outside of the dwelling.

(3) Every building, dwelling and dwelling unit shall contain a flush toilet ~~water closet~~, lavatory basin and a bathtub or shower, all in good working condition and properly connected to hot and cold-water lines and to an approved water system and sewer system. Water pressure shall be available at all fixtures as specified in Wis. Admin. Code SPS 382.40.

(4) Plumbing fixtures shall be properly installed and maintained in good working order free from leaks and obstructions and capable of performing under adequate working water pressure.

(b) *Water heating equipment*. Every residential dwelling and dwelling unit shall have supplied water heating facilities which are properly installed, are maintained in safe and good working conditions, are properly connected with the hot water lines required hereunder and are capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at any required kitchen sink, lavatory basin, bathtub or shower at a temperature of not less than 120 degrees Fahrenheit.

(c) *Water distribution system*. Every plumbing fixture or appurtenance that requires water supply shall be properly connected to the municipal water service and shall be in accordance with the uniform plumbing chapter of the state statutes. The water supply system shall be maintained in a safe, sanitary, good working order and shall be provided with sufficient volume and velocity to function properly.

(d) *Public toilet facilities*. Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the uniform plumbing chapter of the state statutes. Toilet rooms shall provide privacy with a door and interior locking device provided to all common or shared bathrooms and toilet rooms. Toilet facilities for employees shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area. Public facilities shall be either separate or unisex facilities. Toilets and urinals, and pipes connected therewith, shall be protected against freezing.

(e) *Bathroom floor surface*. Except for dwellings and dwelling units, all toilet room floors shall be of a hard, smooth, nonabsorbent surface.

(Code 2001, § 94-9; Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-10. Egress.

(a) *Path to public way required; width and obstructions.* All buildings, structures, dwellings and dwelling units shall have a safe, continuous and unobstructed path of egress travel from any point in a building or structure to the public way. All aisles located in the path of egress shall not diminish in width and shall be unobstructed at all times.

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(b) *Dwelling unit exit number and design.* Every dwelling and dwelling unit shall have two exits, which comply with the exit requirements of the city building chapter or state building chapter, when applicable. Each such exit, which shall be kept in good state of repair and shall be unobstructed at all times, shall provide means of egress leading to safe and open space at ground level.

(c) *Commercial unit exit number and design.* One exit shall be provided in commercial buildings, rooms and spaces where the occupant load is 49 or less and the exit travel distance does not exceed 75 feet. Two exits shall be provided in commercial buildings where the occupant load exceeds 50 occupants. Three exits shall be provided where the occupant load exceeds 500.

(d) *Means of egress doors*. Egress doors shall be readily openable from the egress side and the door shall swing in the path of egress when the occupant load of a commercial building exceeds 50 occupants of the room or area. Means of egress doors shall be side hinged and provide hardware to make it readily openable without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the city building code.

(e) *Basement egress.* No basement space shall be used as a sleeping room or dwelling unit unless such sleeping room or dwelling unit is in conformity with existing city or state building chapters.

(f) *Fire escape access*. Emergency escape access and openings shall be maintained in accordance with the chapter in effect at the time of construction. They shall be maintained in a sound, safe and good condition.

(Code 2001, § 94-10; Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-11. Roominghouses.

No person shall operate a roominghouse or shall occupy or rent to another any rooming unit, except in compliance with the following requirements:

(1) *Applicability of chapter provisions.* No person shall operate a roominghouse unless all of the requirements of sections 94-4, 94-5(5) and (6), 94-6 and 94-7 are complied with; provided, however, that for the purpose of interpreting the requirements of the designated sections applicable to the enforcement of this subsection, the terms "multiple dwelling" or "dwelling" shall be interpreted to mean roominghouse, and the terms "dwelling unit" and "dwelling units" shall be interpreted to mean rooming unit or rooming units. Every dwelling unit located within a roominghouse shall comply with all of the requirements for dwelling units as established in accordance with the provisions of this section.

(2) *Toilets and lavatory basins.* At least one toilet and one lavatory basin, properly connected to an approved water and sewer system and in good working condition, shall be supplied for each ten persons or fraction thereof residing within a roominghouse, including members of the operator's family whenever they share the use of the facilities.

(3) *Baths.* At least one bath, properly connected to an approved water and sewer system and in good working condition, shall be supplied for each eight persons or fraction thereof residing within a roominghouse, including members of the operator's family whenever they share the use of such facilities.

(4) *Location of sanitary facilities.* Every toilet, lavatory basin and bath shall be located within rooms, which afford privacy to a person within such rooms. All such facilities shall be located within the roominghouse as to be accessible to the occupants of each rooming unit sharing such facilities without going outside of the dwelling and without going through another dwelling unit or through a rooming unit of another occupant.

(5) *Minimum floor area for sleeping purposes.* Every room occupied for sleeping purposes, by one person, shall contain at least 70 square feet of floor space and 490 cubic feet of air space, and every room occupied for sleeping purposes by more than one person shall contain at least 60 square feet of floor space and 400 cubic feet of air space for each occupant, except that these requirements shall be reduced by one-half for children under 12 years of age.

(6) *Meals in rooming units.* No occupant of a roominghouse shall prepare or eat meals in a roominghouse unless such meals are prepared or eaten in a dwelling unit contained therein. The operator shall post in every rooming unit a sign on which shall be written or printed, in letters not less than three-eighths-inch

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in height, the words "no cooking permitted in this room," and such sign shall remain so posted at all times.

(7) *Sanitary maintenance.* The operator of every roominghouse shall be responsible for the sanitary maintenance of all walls, floors and ceilings, and for maintenance of a sanitary condition in every other part of the roominghouse, and he or she shall be further responsible for the sanitary maintenance of the entire premises where the entire structure or building within which the roominghouse is contained is leased or occupied by the operator.

(8) *Reporting of communicable disease by operator.* It shall be the duty of the operator of a roominghouse to report to the city health officer within 24 hours the name of any person living in the roominghouse who is suffering from any communicable disease, and such report shall be made whenever there is reason to believe or suspect that any person in such roominghouse may be afflicted with any communicable disease.

(Code 2001, § 94-11; Ord. No. 17-24, § 1, 12-5-2017; Ord. No. 22-14, § 1, 12-20-2022)

Sec. 94-12. Inspections.

The inspector or his or her representative is authorized and directed to make inspections to determine the condition of buildings, dwellings, dwelling units, roominghouses, and premises located within the city, and to further determine that the provisions of this chapter are being complied with. They shall have the right to enter any building during reasonable hours in the discharge of their duties, and any person who shall interfere with them in the discharge of their duties shall be guilty of an offense against this section. The inspector or his or her representative shall have proper identification and shall show same when making such inspections. Every occupant of a building, dwelling, dwelling unit or rooming unit shall give the owner or operator, or his agent or employee, access to any part of such dwelling, dwelling unit, rooming unit, or its premises, at all reasonable times for the purpose of effecting such maintenance, making such repairs, or making such alterations as are necessary to effect compliance with the provisions of this section or with any lawful rule or regulation adopted or any lawful notice or order issued, pursuant to the provisions of this section.

(Code 2001, § 94-12; Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-13. Inspection service fees.

(a) The owner may be assessed a separate inspection service fee for any violation of this section if the violation continues to exist after the first inspection and any written order. This inspection service fee shall be in addition to any other fees or special charges authorized by this Code. Inspection service fees may be placed as a special charge against the property as allowed by statute without further notice if they remain unpaid 30 days after an invoice is mailed to the owner's last-known address.

(b) The fee and subsequent fees referred to in this section shall be established by the common council and may from time to time be modified by resolution. A schedule of the fees established by the common council shall be available for review in the administering authority office, City Hall, 335 South Broadway Street, De Pere, Wisconsin.

(Ord. No. 17-24, § 1, 12-5-2017; Ord. No. 22-14, § 2, 12-20-2022)

Sec. 94-14. Emergency situations.

Whenever the inspector determines that an emergency exists which requires immediate action to protect the public health they may, without notice of hearing, issue an order reciting the existence of such an emergency and requiring that such action be taken as they deem necessary to meet the emergency in accordance with the law. Such order shall be effective immediately.

(Code 2001, § 94-13; Ord. No. 17-24, § 1, 12-5-2017; Ord. No. 22-14, § 3, 12-20-2022)

Sec. 94-15. Special inspection warrants.

An inspector may apply for a special inspection warrant issued under this section and consistent with the provisions of Wis. Stat. § 66.0119. Except in cases of emergency where no special inspection warrant may be required, special inspection warrants may be obtained for the inspection of personal or real properties which are not

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public buildings or for inspection of portions of public buildings which are not open to the public only upon showing that consent to entry for inspection purposes has been refused.

(Ord. No. 22-14, § 4, 12-20-2022)

Sec. 94-16. Condemnation of unsafe and unfit dwellings and dwelling units.

(a) Any building, structure, dwelling or dwelling unit which the inspector finds to have any of the following defects may be condemned as unfit for human habitation, occupancy or use:

(1) One which is so old and so damaged, out of repair, decayed, dilapidated, unsanitary, difficult to heat, unsafe, or vermin infested or otherwise unfit for human habitation that it creates a hazard to the health or welfare of the owner or of the occupants or of the public;

(2) One which lacks illumination, ventilation or sanitary facilities adequate to protect the health or welfare of the occupants, or of the general public; or

(3) One which, because of its general condition or location, is unsanitary or otherwise dangerous to the health or welfare of the occupants or of the general public. Any building, structure, dwelling or dwelling unit may be condemned as unfit for human habitation by the city if the owner or occupant fails to comply with any order based on the provision of this section, or any rule or regulations adopted pursuant thereto, provided that such building, structure, dwelling or dwelling unit is, in the opinion of the inspector, unfit for human habitation by reason of such failure to comply.

(b) *Vacation by inhabitants.* Any building, dwelling or dwelling unit condemned as unfit for human habitation and use and so designated shall be repaired or vacated within a reasonable time as ordered by the inspector.

(c) *Condemnation procedures.* This condemnation of dwellings and dwelling units as unfit for human habitation, occupancy or use, shall be carried out according to the provisions of Wis. Stats. § 66.0413.

(Code 2001, § 94-14; Ord. No. 17-24, § 1, 12-5-2017; Ord. No. 22-14, § 5, 12-20-2022)

Sec. 94-17. Maintenance of non-dwelling structures, fences and premises.

No owner shall permit any non-dwelling structure or fence to exist on any premises which does not comply with the following requirements:

(1) *Maintenance of non-dwelling structures.* Every foundation, exterior wall, roof, window, exterior door, basement hatchway and every other entranceway of every non-dwelling structure shall be so maintained as to prevent the structure from becoming a harbor for rats and shall be kept in a reasonably good state of maintenance and repair.

(2) *Protection of exterior wood surfaces and fences.* All exterior wood surfaces of all non-dwelling structures and fences shall be properly protected from the elements and against decay by paint or other approved protective coating applied in a workmanlike manner. All exterior wood surfaces and fences shall be kept in a reasonably good state of maintenance and repair or shall be removed.

(Code 2001, § 94-15; Ord. No. 17-24, § 1, 12-5-2017; Ord. No. 22-14, § 6, 12-20-2022)

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Chapter 102

DISABLED PERSON ACCESS TO CITY FACILITIES AND ACTIVITIES

Sec. 102-1. Statement of policy.

It is a recognized attribute of our system of government that all citizens be provided access to, and redress of grievances by governing bodies. Access to government includes not only the ability to attend the open meetings of legislative and administrative bodies, but also the opportunity to use local government facilities, participate in local government programs, and be given due consideration for local government employment opportunities without regard to the existence of a handicapping condition.

(Code 1974, § 29.01; Code 2001, § 102-1)

Sec. 102-2. Purpose.

In order that the policy of the city relating to nondiscrimination on the basis of handicap may be effectuated, it is necessary that a procedurally sound, fair and orderly method be established to review, determine and resolve allegations of handicapped discrimination.

(Code 1974, § 29.02; Code 2001, § 102-2)

Sec. 102-3. Review of alleged discriminatory conditions or acts.

Any handicapped person, or any person, corporation, association, public or private organization or agency on behalf of a handicapped person, may seek administrative review of any condition or act over which the city has jurisdiction, authority or control which is allegedly discriminatory on the basis of handicap. The following matters shall be reviewable under the procedure set forth in this section:

(1) City programs, activities and facilities which are not readily accessible to and usable by the handicapped.

(2) The delivery of benefits and services by the city in a manner which may have discriminatory effects on the handicapped.

(3) Employment and personal policies and practices which may have discriminatory effects on the handicapped.

(4) Contractual arrangements which subject handicapped persons to discrimination.

(Code 1974, § 29.03; Code 2001, § 102-3)

Sec. 102-4. Request for administrative review.

Any person allegedly aggrieved by a condition or act which discriminates on the basis of handicap may file a grievance with the office of mayor. The grievance shall state the grounds upon which the person aggrieved contends that discrimination on the basis of handicap has occurred, together with a statement of relief requested. Grievances shall be submitted in written form unless a handicap condition does not permit a person to submit a written document, whereupon an oral grievance shall be accepted.

(Code 1974, § 29.04; Code 2001, § 102-4)

Sec. 102-5. Review procedure.

(a) *Office of mayor.* Upon receipt of a grievance, the office of mayor shall undertake an investigation of the allegations therein contained and make an initial determination with respect to the merits of the grievance and the relief sought. If the office of mayor determines that a grievance has merit, but that alternate methods of relief are appropriate, such alternate relief may be directed. The determination of the office of mayor shall be made in writing within ten working days of the date of receipt of the grievance.

(b) *Handicap access review committee.* If the initial determination by the office of mayor, either as to the issue of merit or relief, is contested by the grievant, the same may be appealed to the handicap access review committee. Such committee shall consist of two members of the common council who serve on the board of public

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works and two members of the common council who served on the finance committee. Members shall be appointed by the mayor, without confirmation, and shall serve indefinite terms consistent with their membership on the above-mentioned committees. Any member may resign from such appointment, whereupon the mayor shall appoint another member from the appropriate committee of the common council. Appeals shall be filed within ten working days of the date of the written determination of the mayor. The method and procedure for filing an appeal shall be the same as that set forth above for the filing of a grievance, and appeals shall be filed with the office of the city administrator. Upon receipt of a request for an appeal, the handicap access review committee shall set a date not less than three days nor more than 20 days from the date of filing of the appeal, for the purposes of conducting a review of the grievance and the initial determination by the office of mayor. Such review shall be informal, and a verbatim record of the proceedings need not be kept. The handicap access review committee shall receive and review all information relevant to the issues raised by the grievant in the initial determination and shall render a decision on appeal in writing within five working days of the close of its meeting.

(c) *Appeal to the common council.* Appeals from the decision of the handicap access review committee shall be to the common council. A request for a hearing before the common council shall be made in the same form and manner as the filing of a grievance, and the same shall be filed with the office of the city administrator within ten working days of the date of the decision of the handicap access review committee. The common council shall schedule a hearing on appeal within 30 days of receipt of the notice of appeal and shall serve notice of such hearing by mail or personal service upon the person requesting such appeal at least 15 days before such hearing. Either party shall have an opportunity to be represented by council or others of their choosing, to present witnesses under oath and to cross examine opposing witnesses under oath, and the opportunity to have a verbatim written transcript made at the initiative and expense of the requesting party. The hearing shall be electronically recorded by the common council. The common council may issue subpoenas at the request of either party. The common council shall render its decision upon appeal, in writing, within five working days of the date of hearing. A copy of such written decision shall be served upon appellant by mail or personal service.

(d) *Judicial review.* The decision of the common council on appeal shall be a final determination and shall be subject to judicial review as provided in Wis. Stats. § 68.13.

(Code 1974, § 29.05; Code 2001, § 102-5)

Sec. 102-6. Election not to be governed by Wis. Stats. ch. 68.

The city determines that the appeal procedure set forth in this chapter shall constitute the exclusive method for administrative review of grievances which are the subject of this chapter and elects not to be governed by the provisions of Wis. Stats. ch. 68, except as expressly provided in this chapter.

(Code 1974, § 29.06; Code 2001, § 102-6)

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Chapter 106

LICENSES AND PERMITS

Sec. 106-1. License or permit required.

No person shall engage in any trade, profession, business or privilege in the city for which a license or permit is required by any provision of this Code without first obtaining such license or permit from the city in the manner provided in this chapter, unless some other provision of this Code provides specifically otherwise.

(Code 2001, § 106-1; Ord. No. 15-01, § 1, 1-6-2015)

Sec. 106-2. Application process.

(a) *Application.* Unless otherwise provided, application for a license or permit shall be made in writing to the responsible city department or officer, upon forms provided by the city. All application forms shall be fully completed and signed by the applicant, and all permit fees, if any, shall be paid before the application is processed.

(b) *License/permit fee.* All applications for any license or permit shall be accompanied by the proper license or permit fee as established by resolution of the common council. No license or permit fee shall be refundable unless the license/permit is denied.

(c) *Background check.* All applications for any license or permit which requires that a background check be run on the applicant shall be accompanied by a background check processing fee as determined by resolution of the common council. An applicant presenting multiple applications for license/permits at one time shall be subject to one processing fee as established by resolution of the common council. The background check processing fee shall be non-refundable.

(d) *Delinquent debts owed to city.*

(1) No license or permit, other than dog or cat licenses, authorized or required by this Code shall be granted or issued:

a. To any person who owes any unpaid, delinquent personal property tax, room tax, special assessment, municipal court forfeiture, charges for false fire or burglar alarms or abandoned 911 calls, parking ticket, sewer or water bill, ambulance bill, hazardous material spill response charge, or inspection or re-inspection fee.

b. For any premises for which sewer or water bills, room taxes, special assessments or special charges for current services owed to the city are delinquent and unpaid.

c. For any premises containing personal property upon which a personal property tax owed to the city by the applicant was assessed and the personal property tax remains unpaid and delinquent.

No license shall be denied if a payment becomes delinquent after a fully completed and properly executed application, together with any required application fee, has been filed with the appropriate city official.

(2) This subsection does not apply to a person whose personal liability for payment of a delinquent tax or other charge has been discharged by order of a federal bankruptcy court or other court of competent jurisdiction or to a person or property ~~bankrupt or a bankrupt's premises~~ covered by an automatic stay issued by a federal bankruptcy court or other court of competent jurisdiction while the automatic stay is in effect.

(e) *Bond and insurance.* All required bonds shall be executed by a surety company authorized to do business in the state. Where policies of insurance are required, such policies shall be subject to approval of the city attorney. Satisfactory evidence of coverage by bond or insurance shall be filed with the city before the license or permit is issued.

(f) *Approval or denial of license or permit.*

(1) Where the approval of any city or state officer is required prior to the issuance of any license or permit,

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proof of such approval must be presented to the issuing city official before any license or permit is issued.

(2) No license or permit shall be approved if it appears that the conduct of the activity for which a license or permit is required will be contrary to the law, if it appears the applicant does not possess the necessary qualifications or requirements for the license, or if it appears issuance of the license or permit would be contrary to the public health, safety or welfare.

(g) *Appeal or review of license or permit denial.*

(1) Unless provided otherwise in this Code, if a license or permit application is denied, the applicant shall be informed of such decision, in writing, within ten days after the determination is made. No grant, denial, suspension or revocation of an alcohol license under Wis. Stats. § 125.12(1) or chapter 7 is subject to review hereunder.

(2) The denied applicant may request in writing a review of the determination to deny the license or permit application. The appeal shall state the reasons the applicant believes the decision to deny the license or permit to be in error. Failure to do so shall result in an automatic affirmance of the denial without further action by the issuing city official or the hearing body. Except for a license applied for under section 106-4(a) or (b), the hearing shall be held before the city's finance/personnel committee. Appeal of denial of a license applied for under section 106-4(a) or (b) shall be heard by the board of health. All appeal hearings shall substantially comply with the provisions of Wis. Stats. § 68.11(2). Within 20 days after the hearing, the hearing body shall issue a written decision which shall affirm, reverse or modify the determination of the city official. This decision shall be a final decision. Judicial review of such decision shall be as provided in Wis. Stats. § 68.13.

(h) *License and permit terms and renewal.*

(1) Unless otherwise provided by this Code, the term of the license year shall commence on July 1 and end on June 30 of each year, unless the license period is for less than one year, in which case the term of the license shall commence with the date of issuance.

(2) License or permit renewals shall be issued in the same manner and be subject to the same conditions as the original license or permit except that a determination to not renew a license shall be subject to section 106-1.

(3) Permits shall be issued for the term set forth in the permit and shall not renew.

(i) *Display of license or permit.* Unless otherwise provided in this Code, all licenses and permits shall be displayed on the premises or vehicle for which it is issued. If a license or permit is required to be carried on the person, it shall be displayed to any law enforcement officer or other person authorized by ordinance to request the same.

(j) *Transfer.* No license or permit shall be transferable or assignable unless otherwise provided in this Code. No license or permit for environmental health services under section 106-4(b) shall be transferable or assignable unless otherwise provided in Wis. Admin. Code ATCP 75.

(k) *Compliance with laws and regulations.* An express condition of holding a license or permit is compliance with all city, state and federal rules, regulations, laws and ordinances.

(l) *Suspension or revocation of license or permit.*

(1) Except as otherwise provided by state law or this Code, any license or permit issued by the city may be revoked or suspended for any of the following reasons:

a. A violation of any term, condition or requirement of the license or permit;

b. A violation of any federal, state or city law, regulation or ordinance pertaining to the license or permit whenever such violation is substantially related to the licensed or permitted activity.

(2) Except as provided in subsection (l)(3) of this section, upon the filing of a complaint alleging any violation identified in subsection (l)(1) of this section and requesting the suspension or revocation of a license or permit, the common council shall schedule a hearing on the same. Any complaint filed under this subsection shall be made by the department head of the department issuing such license or permit.

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(3) Upon the filing by the city health officer/director of a complaint requesting the suspension or revocation of a license or permit issued under section 106-4(a) or (b), the board of health shall schedule a hearing thereon.

(4) All hearings conducted under this section shall substantially comply with the provisions of Wis. Stats. § 68.11. Judicial review of the decision on suspension or revocation shall be governed by Wis. Stats. § 68.13.

(5) A license or permit suspension shall be for not less than ten days and not more than 90 days. A license or permit revocation shall be for 12 months during which time the licensee or permittee shall be ineligible to apply for reinstatement of a license or permit that has been revoked .

(6) No hearing shall be required or held for the revocation of a revocable occupancy permit issued under section 106-6(b) or (c) if such revocation is made pursuant to the terms of said permit.

(Code 2001, § 106-2; Ord. No. 15-01, § 1, 1-6-2015; Ord. No. 18-03, § 1, 1-16-2018; Ord. No. 18-17, §§ 1, 2, 8-21-2018; Ord. No. 19-23, § 1, 11-19-2019)

Sec. 106-3. Licenses required under other chapters of this code.

The following licenses are required under the Code section noted:

(1) Alcohol beverage and operator licenses - chapter 7;

(2) Concrete worker's license - section 22-10;

(3) Dog and cat license - section 86-1;

(4) Beekeeping license - section 86-7;

(5) Mobile home park - section 90-4;

(6) Sign contractor – chapter 14 ~~section 98-4~~;

(7) Auto salvage yard - section 110-1;

(8) Junk collector/dealer - section 110-1;

(9) Shows and amusement, carnival - section 110-2;

(10) Public dance - section 110-3;

(11) Cigarette/tobacco - section 110-4;

(12) Sexually oriented adult entertainment establishment - section 110-5;

(13) Pawnbrokers, secondhand article dealers and secondhand jewelry dealers - section 110-6;

(14) Taxicabs - chapter 118;

~~(o) Permits and licenses required under the Wisconsin Food Code (Wis. Stats. Chs. 97, 101 and 254 and Administrative Codes adopted thereunder) are issued by the state through June 30, 2015.~~

(Code 2001, § 106-3; Ord. No. 15-01, § 1, 1-6-2015; Ord. No. 15-32, § 2, 12-1-2015; Ord. No. 17-09, § 1, 6-6-2017)

Sec. 106-4. Licenses required under this chapter.

(a) *Weights and measures regulations.*

(1) *Application of state codes.* Except as otherwise specifically provided in this section, the statutory provisions provided in this section, the statutory provisions of Wis. Stats. ch. 98, Weights and Measures, and Wis. Admin. Code ATCP 92, Weighing and Measuring Devices, are adopted and by reference made a part of this section as if fully set forth herein. Any act required to be performed or prohibited by any statute or code incorporated herein by reference is required or prohibited by this section. Any future amendments, revisions or modifications of the statutes incorporated herein or administrative code provisions incorporated herein are intended to be and are made a part of this section. This section is adopted pursuant to the provisions of Wis. Stats. ch. 98, including all amendments thereto.

(2) *Appointment of inspectors.* In order to assure compliance with this section, the city hereby grants the

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authority and duties of sealers and inspectors required by this section to the city sanitarian.

(3) *Definitions.* The following words, terms, and phrases when used in this section, shall have the meanings respectively ascribed to them in this section, except where the context otherwise requires:

Commercial weighing or measuring devices. Devices used or employed in establishing the size, quantity, extent, area or measurement of quantities, things, produce or articles for sale, hire or award, or in computing any basic charge of payment for services rendered on the basis of weight of measure.

Weights and measures program. The program that includes administration and enforcement of this section, Wis. Stats. ch. 98, and applicable Wis. Admin. Code provisions, and any related actions.

(4) *License.*

a. *Annual license.* The owner/possessor of weighing and measuring devices shall no later than March 1 of each year file an annual weights and measures license form with the health officer, listing the number and type of devices either owned or leased as of January 1 of each year.

b. *Annual license fee.* The city shall annually assess license fees to each person/business based on their number of weighing and measuring devices, either owned or leased, as of January 1 of each year. The yearly license fee shall be determined by dividing the actual costs of the weights and measures program by the number of weighing and measuring devices known to exist within the city's jurisdiction multiplied by the number of devices under the control of each person/business. The total of the fees assessed and the fees collected shall not exceed the actual costs of the weights and measures program.

c. *Health officer to prepare fee schedule.* The health officer shall at least annually prepare a schedule of license fees and the city shall mail to each business an invoice of the amount of the license fee. Each business shall pay the license fee within 20 days after the date the invoice is mailed.

d. *Failure to pay license fee.* If the license fee is not paid within 30 days of the date of the mailing of the invoice, an additional administrative collection charge of ten percent of the total fee shall be added to the amount due, plus interest shall accrue thereon at the rate of 1.5 percent per month or fraction thereof until paid. To the extent permitted by law, if the business owner is the owner of the real estate premises where the weights and measures devices are located, any delinquent license fee shall be charged to the real estate premises for current services.

e. *Mailing of notices.* License forms, notices and invoices shall be considered mailed to a business when mailed by first class mail, postage prepaid, to the business address.

f. *Change of ownership.* The owner/possessor of weighing and measuring devices as of January 1 of each year shall be assessed for fees under this section, regardless of any change in ownership or possession of such devices during the year.

(5) *Penalty.* In addition to any other remedy, any person who fails to comply with the provisions of this ordinance shall, upon conviction thereof be subject to forfeiture as determined by resolution of the common council. Each day a violation exists or continues shall constitute a separate offense.

(b) *Health department licensing under department of agriculture, trade and consumer protection and department of safety and professional services.*

(1) *Definitions.* The following words, terms, and phrases when used in this section, shall have the meanings respectively ascribed to them in this subsection, except where the context otherwise requires:

Health officer means the person appointed under section 74-2, or that person's designee.

License/permit means licenses/permits authorized through agent status with the state under Wis. Stats. §§ 97.41, 97.615, and 250.01 and Wis. Admin. Code ATCP 74.

(2) *License/permit required.* No person shall operate or open for public use, such business or use as set forth in subsections (b) and (d) of this section without the proper license/permit. All license/permit fees shall be as determined by resolution of the common council, which may also include, but are not limited to, re-inspection fees, late fees, penalties and fees for expedited process.

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(3) *Agent status.* Pursuant to Wis. Admin. Code ATCP 74 the city health department shall collect fees, issue licenses and permits, inspect and enforce all provisions of the following state administrative codes and all amendments thereto, which are incorporated by reference:

a. Retail food establishments (including restaurants and food vending), Wis. Admin. Code ATCP 75 and the chapter 75 appendix (Food Code).

b. Swimming pools, Wis. Admin Code ATCP 76.

c. Tattoo and body piercing, Wis. Admin. Code SPS 221, except practitioner's license, which is issued by the state.

d. Recreational and educational camps, Wis. Admin. Code ATCP 78.

e. Campgrounds, Wis. Admin. Code ATCP 79.

f. Hotels, motels and tourist rooming housing, Wis. Admin. Code ATCP 72.

g. Bed and breakfast establishments, Wis. Admin. Code ATCP 73.

(c) *Inspections.*

(1) *Inspection frequency.* An inspection of licensed facilities under the scope of this section shall be performed at least once per year. All retail food establishments shall be assigned a risk category and inspected at a frequency as recommended by the FDA Voluntary Retail Program Standards. Inspection frequency of retail food establishments shall be based on risk category where complex establishments and establishments with a history of chronic priority violations shall be prioritized for inspections over the one annual inspection as required by the WDATCP agent contract.

(2) *Report of inspections.* Whenever an inspection of a retail food or recreational establishment is conducted the findings shall be entered into the HealthSpace program. The inspection shall include observations and violations to this section. A copy of the completed inspection shall be left with the person in charge and a copy shall be provided to the licensee at the conclusion of the inspection. An acknowledge email of the report shall be considered acceptable receipt.

(3) *Correction of violations.* The completed inspection report shall specify a reasonable amount of time for the correction of the violations found during the inspection. It shall be the expectation that violations will be corrected during the inspection when possible at the discretion of the sanitarian.

(4) *Access.* Sanitarian, after providing proper identification, shall be permitted to enter the retail food establishment or recreational establishment at any reasonable time to determine compliance with this regulation.

(5) *Hours of inspection.* Inspections shall be made during the regular operating hours of the establishment and primarily during the regular office hours of the city health department (8:00 a.m. to 4:30 p.m. Monday through Friday), unless circumstances necessitate conducting an inspection at a time other than normal health department business hours. In the event a mobile or temporary permit is issued to an operator conducting business only within the city an inspection shall be done in conjunction with the event, including weekends or evenings.

(d) *Mobile food establishments.*

(1) *Definitions.* The following words, terms, and phrases when used in this section shall have the meanings respectively ascribed to them in this section, except where the context otherwise requires.

Edible goods means and includes, but is not limited to:

(1) Prepackaged and prepared food, including, but not limited to, ice cream, hot dogs, desserts, and pizza.

(2) On-site prepared food, including, but not limited to, shaved ice, sandwiches, and tacos.

Ice cream truck or van means a commercial vehicle that serves as a mobile retail outlet for ice cream, popsicles, frozen yogurt and/or other similar frozen treats usually during the summer months, where the vehicle remains stationary only as long as necessary to complete a sales transaction and in no case longer than ten minutes, provided

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that the vehicle does not obstruct a normal traffic lane and is not operated in a manner which obstructs the normal flow of traffic.

Mobile means the state of being in active, but not necessarily continuous movement.

Mobile food establishment means a restaurant or retail food establishment where food is served or sold from a movable vehicle, trailer or cart which periodically or continuously changes location and requires a service base to accommodate the unit for servicing, cleaning, inspection and maintenance or except as specified in the state food code.

Mobile food vendor means the registered owner of a mobile food establishment or the owner's agent or employee, or any business which sells edible goods from a mobile food establishment within the city.

Sell means the act of exchanging a good for profit or in return for a donation.

Service base means an establishment operated under license or permit of an appropriate regulatory authority where food is manufactured, stored, prepared, portioned or packaged, or any combination of these, where such food is intended for consumption at another establishment or place, and where such units are serviced, cleaned, supplied, maintained, and where the equipment, utensils and facilities are serviced, cleaned and sanitized.

Vehicle means any motor vehicle as defined by Wis. Stats. § 340.01(35) or trailer as defined by Wis. Stats. § 340.01(71). Vehicle shall also include any bicycle or other self-propelled device.

Vend means to sell or to transfer the ownership of an article to another for a price in money.

(2) *License ~~required~~.*

a. *Issuance.* The city health department shall only issue a license to mobile or temporary food establishments who operate solely with the city limits. All other mobile food establishments and temporary establishments shall be licensed by the WDATCP. If the mobile food establishment service base is within the city limits, the city health department shall license that service base.

b. *Required—City health department.* All mobile food establishments used for vending food shall be licensed for such use by the city health department and all other applicable health agencies. Mobile food establishments shall acquire the appropriate licenses and permits for any additional food items not required under this subsection if deemed necessary by the city health department.

c. *Required—City clerk business license*. Every mobile food vendor shall have a license issued by the city clerk to conduct business in the city. Each mobile food establishment shall be licensed separately. A mobile food establishment license shall expire on June 30 each year.

d. *Fee.* The license to operate a mobile food establishment shall be as determined by resolution of the common council. If an applicant requests a license under this subsection from an existing city based business that sells food based products, the license, as determined by resolution of the common council, shall be less than the fee for a non-city based business.

e. *Renewal.* Upon renewal of license, each applicant must provide a new application, such renewal fee as is determined by resolution of the common council and any new permitting documentation upon the license renewal. License renewal from an existing city based businesses shall be as determined by resolution of the common council, which shall be less that the renewal fee for a non-city based business. If the applicant fails to submit the application and renewal fee within 30 calendar days after the expiration of the license, the applicant shall reapply as a new applicant.

f. *Transfer.* A license issued under this subsection shall be not transferable from person to person. A license is valid for one vehicle only and shall not be transferrable between vehicles.

g. *Surrender; alteration; failure to display.* On the expiration of a license issued under this subsection, the license holder shall surrender the license to the city clerk. No person shall alter or change in any manner any license issued under the provisions of this subsection, and such alteration or the failure of the holder of the license to display the license in a conspicuous place on the mobile unit or his or her person or to exhibit the license upon demand of any officer or customer or prospective vendee shall be cause for revocation of such license.

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(3) *License application process.*

a. *Application.* Any person desiring to operate a mobile food establishment shall apply for a license on a form provided by the city clerk and pay the proper license fee for each mobile food establishment managed by the person. The application shall be forwarded to the police department for review. If the police department approves the application and all other requirements of section 106-2 are met, the clerk shall issue the license to the applicant.

b. *Application denial.* An applicant of a mobile food establishment may be denied where:

1. The circumstances of a pending criminal charge against the applicant substantially relate to the licensed activity.

2. The applicant has been convicted of any felony, misdemeanor or other offense, the circumstances of which substantially relate to the circumstances of the particular job or licensed activity.

3. The applicant made a false statement on the application.

4. The applicant is under 18 years of age.

5. Any other reason provided under section 106-2.

c. *Appeal.* If the license is denied, the applicant may appeal as provided in section 106-2(g).

(4) *License suspension or revocation.* A license issued under this subsection may be suspended or revoked as provided in section 106-2(l).

(5) *Insurance.*

a. *Liability insurance.* The license holder under this subsection shall have in force liability insurance for each mobile food establishment.

b. *Proof of insurance.* As evidence of liability insurance, the licensee shall furnish a certificate of insurance, on a form acceptable to the city, evidencing the existence of adequate liability insurance naming the city, its employees and agents as additionally insured in an amount not less than $1,000,000.00. Whenever such policy is cancelled, not renewed, or materially changed, the insurer and the licensee shall notify the city by first class mail.

(6) *Sanitation requirements.*

a. Mobile food establishments shall comply with all regulations of the state food code and the city health department, including, but not limited to, the time, temperature, plumbing, operation and maintenance for mobile food establishments.

b. Mobile food establishments shall comply with all regulations of the state food code and city health department regarding preparation facilities, serving areas and operation areas.

c. The licensees of the mobile food establishment or employees thereof shall abide by the request of the city health department for annual inspections of the establishment at a location designated by the health department.

d. Authorities of the city health department may require that mobile food establishments found to violate sanitation and health requirements to have follow-up inspections to verify compliance.

e. Service base.

1. All mobile food establishments shall have a mobile service base to store and prepare food and all supplies. No food items are allowed to be stored or prepared in a private residence or garage unless approved by the city health department.

2. Mobile food establishments shall be inspected prior to preparing or cooking any food on site.

3. All mobile food units shall be cleaned and serviced as often as necessary from the service base.

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4. The service base shall be inspected and approved by the city health department prior to operating the mobile food establishment.

5. All mobile food establishments shall return to its service base at least once every 24 hours for service and maintenance.

(7) *Conduct of business.*

a. *Regulations generally.* The following regulations shall apply to mobile food establishments during the regular order of business:

1. In addition to those areas identified in subsection (d)(7)c of this section, properly licensed mobile food truck establishments may vend from city street right-of-way under the terms and conditions of this section.

2. A licensee shall not falsely or fraudulently misrepresent the quantity, character or quality of any article offered for sale or offer for sale any unwholesome or tainted edible goods, nor intentionally misrepresent to any prospective customer the purpose of his or her solicitation, the name of the business of his or her principal, if any, the source of supply of the goods, ware or merchandise which he or she sells or offers for sale or the disposition of the proceeds of his or her sales.

3. A licensee shall not use the license provided by the city after expiration or revocation of the license.

4. A licensee shall keep the premises in a clean and sanitary condition and the edible goods offered for sale well covered and protected from dirt, dust and insects. All food vendors shall comply with requirements of state and local authorities.

5. A licensee may vend, sell or dispose of, or offer to sell, vend, or dispose of goods, wares, or merchandise in the city between the hours of 6:00 a.m. and 9:00 p.m. All sales within the portion of the city Main Street District, as defined and displayed in Exhibit A of the ordinance from which this section is derived (on file in the office of the city clerk), shall be allowed between the hours of 6:00 a.m. and 3:00 a.m.

6. No mobile food establishment shall conduct business at a stationary location for a duration exceeding four hours per location per day. No mobile food establishment shall be left unattended during operation.

7. All persons conducting business on a sidewalk or terrace must maintain within 25 feet of their sales location, a clean, sanitary and hazard-free condition, and shall not discharge any material onto the street, sidewalk, gutters or storm drain. Each person conducting business on a sidewalk or terrace under the provisions of this chapter shall carry a minimum 30-gallon container for placement of such litter by customers or other persons.

8. A vehicle or other on-street unit which is operated for the purpose of selling food from the unit shall be operated only by a person who has obtained a license or by the employee of the person who obtained a license under this subsection.

9. No person may sell or vend any item upon any premises if there is placed signage prohibiting the activity.

10. All business activity relating to the mobile food establishments in the public street right-of-way shall be conducted from the curbside of the vehicle at all times. No sales shall be made from a vehicle except from the curbside of said vehicle, unless otherwise authorized by the owner of private property.

11. No food service shall be prepared, sold, or displayed outside of the mobile food establishment.

12. No person shall provide or allow any dining area to the mobile food establishment, including, but not limited to, tables and chairs, booths, stools, benches or stand-up counters.

13. Signage may only be permitted when placed on the mobile food establishment. No separate

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freestanding signs are permitted.

14. Any special or civic event organizer desiring to hold five or more mobile food establishments on the property where the event will be held shall notify the city health department at least ten business days prior to the event.

b. *Vehicle regulations.*

1. Any vehicle or other on-street units used for vending food in any public street must be designed and constructed specifically for the purpose of vending the product or products to be vended.

2. Amplified music or other sounds from any vehicle or unit used for the purpose of vending products in the public streets shall comply with ~~chapter 146~~ city noise regulations.

3. All mobile food establishments shall be entirely self-contained in regard to gas, water, electricity, and equipment required for operation of the unit.

4. All mobile food vehicles must have valid license plates and registration as provided by Wis. Stats. ch. 341.

5. No vehicle or unit may violate any traffic or parking statute or ordinance when stopping to make sales.

6. No flashing or blinking lights, or strobe lights are allowed on a mobile food establishment or related signage when the establishment is parked and engaged in serving customers. All lighting is subject to review by the city engineer and shall be removed if deemed to be in conflict with safe travel.

7. All mobile food establishments shall comply with all federal, state, and local regulations regarding vehicle size requirements.

c. *Zoning restrictions.* The vendor of the mobile food establishment shall not operate in a congested area where such operation impedes or inconveniences public use. No vendor shall engage in the licensed business on any public park unless a park vending permit has been issued by the board of park commissioners for such activity pursuant to section 30-2(j), nor shall any vendor engage in the licensed business upon any playground, school, library or other public premises.

d. *Exemptions.*

1. Upon application and approval from the board of public works, the licensee may periodically and infrequently extend the hours of service of the mobile food establishment outside the designated zone displayed in Exhibit A of the ordinance from which this section is derived from 6:00 a.m. to 3:00 a.m. for business purposes only. This exemption shall not be applicable in any residential zoning district. (Exhibit A is on file in the office of the city clerk.)

2. Upon application and approval from the board of public works, the owner of private property may allow more than two mobile food establishments to conduct business on said property during the normal hours of operation.

3. For events holding a special event permit, a mobile food establishment may conduct business on publicly owned property as allowed by the event permit holder.

(8) *Penalties.* A licensee or vendor who violates any provision of this subsection or any regulation, rule, or order made hereunder shall be subject to a forfeiture of not less than $1.00 nor more than $1,000.00 for each offense.

(Code 2001, § 106-4; Ord. No. 15-09, § 2, 2-17-2015; Ord. No. 15-10, §§ 1, 2, 2-17-2015; Ord. No. 15-27, § 1, 11-3-2015; Ord. No. 16-07, § 1, 4-19-2016; Ord. No. 17-09, § 2, 6-6-2017; Ord. No. 17-23, § 2, 12-5-2017; Ord. No. 18-03, § 2, 1-16-2018; Ord. No. 20-08, § 1, 5-16-2020)

Sec. 106-5. Permits required under other chapters of this Code.

The following permits are required under the Code section noted:

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(1) Special permit allowing alcohol beverages in the streets: Section 7-9;
(2) Floodplain land use: Section 16-7(a);
(3) Block party: Section 22-8(b);
(4) Building materials in street: Section 22-9;
(5) Excavation: Section 22-11;
(6) Curb cut: Section 22-15;
(7) Sump pump installation: Section 26-7(b);
(8) Private well: Section 26-12;
(9) Water meter installation: Section 26-14(b);
(10) Post-construction runoff: Section 28-18;
(11) Pertaining to park use:
    a. Goose patrol: Section 30-2(d);
    b. Authorizing possession of intoxicating liquor in park: Section 30-2(h);
    c. Park private vendor: Section 30-2(j);
    d. Boat ramp: Section 30-4(h);
    e. Use of park by private and public groups: Section 30-6;
(12) Pertaining to public trees:
    a. Planting, removal, maintenance and protection of public trees: Section 30-8(g);
    b. Trim public trees: Section 30-9(c);
    c. Preventing access of air and water to public trees: Section 30-9(e);
    d. Planting trees on streets: Section 30-11(a);
(13) Soil erosion control: Section 42-8;
(14) Building: Chapter 54;
(15) Moving or razing structure: Section 54-9;
(16) HVAC: Section 54-10;
(17) Electrical: Chapter 62;
(18) Plumbing: Chapter 66;
(19) Chicken keeping: Section 86-5;
(20) Mobile home off mobile home park: Section 90-3;
(21) Mobile home parking: Section 90-10;
(22) Sign: ~~Section 98-4~~ chapter 14;
(23) Solicitor/direct seller: Chapter 114;
(24) Room tax: Section 134-1;
(25) Parade: Section 138-2.

(Code 2001, § 106-5; Ord. No. 15-01, § 1, 1-6-2015)

Sec. 106-6. Permits required under this chapter.

(a) *Special events.* This section applies to any public event, ceremony, demonstration, exhibition, march, pageant, parade, procession, race, athletic event, show or other similar display which interferes with the usual flow or regulation of traffic upon the streets, sidewalks, or rights-of-way, or the usual use of parks or other public

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grounds.

(1) *Definitions*. The following words, terms, and phrases when used in this section shall have the meanings respectively ascribed to them in this subsection, except where the context otherwise requires.

High hazard event means special events involving major physical activity by participants, moderate to severe exposure of spectators to hazards, and/or crowd sizes of 10,000 to 25,000 persons. High hazard events shall include, but not be limited to, events with more than 20 pounds of propane, and/or liquid petroleum (LP), and/or deep fat fryers, circuses and carnivals with rides, parades with floats, marathons or similar races, and team or individual sporting events.

Low hazard event means special events involving no physical activity by participants, no severe exposure of spectators to hazards, and no alcoholic beverages. Low hazard events shall include, but not be limited to, indoor and outdoor meetings, small theatrical performances, estate sales and auctions.

Medium hazard event means special events involving limited physical activity by participants, no severe exposure of spectators to hazards, and crowd sizes of less than 10,000 persons. Medium hazard events shall include, but not be limited to, dances, animal shows, political rallies, flea markets, and parades with no floats.

Special hazard events means special events involving severe exposure of spectators to hazards and/or crowd sizes in excess of 25,000 persons. Special hazard events shall include, but not be limited to, professional or collegiate sporting events, vehicle races and fireworks displays.

~~*Person* means Any person, firm, partnership, association, corporation, company, or organization of any kind.~~

(2) *Permit required.* No person, organization or entity shall conduct, manage, engage in, or participate in a special event unless a permit has been obtained from the city clerk. The special event permit shall be in addition to any underlying permit requirement (i.e., parade permit; park use agreement).

(3) *Exceptions.* This section shall not apply to funeral processions, to neighborhood block parties in compliance with section 22-8, or to a governmental agency acting within the scope of their governmental function.

(4) *Application.*

a. *Filing and contents.* An application for a special event permit shall be filed with the clerk not less than 60 days before the proposed date of the event on a form to be provided by the clerk unless the permit request is for First Amendment expression purposes, in which case the application shall be filed within seven calendar days of the event. The application shall set forth the following information:

1. The name, address, and contact information of the person seeking to conduct such event.
2. The names, addresses, and contact information of the event coordinator and the on-site contact.
3. The date when the event is to be conducted.
4. The hours such event will start and terminate, including set-up and take-down times.
5. The event location or route to be traveled, the starting point, and the termination point, if applicable.
6. The approximate number of persons who, and animals and vehicles which, will constitute such event; the type of animals; and description of the vehicles, if applicable.
7. A statement as to whether the event will occupy all or a portion of the width of any streets, including the names of the streets so affected.
8. Whether any alcoholic beverages and/or food will be served and/or consumed in conjunction with the event, the locations of such activities, and whether the necessary licenses have been obtained.
9. Any additional information which the clerk finds reasonably necessary to a fair determination as to whether a permit should be issued.

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b. *Late applications.* The clerk, where good cause is shown, may consider any application which is filed less than 60 days before the date such event is proposed to be conducted. Permit fees for processing late applications shall be doubled. Late application fees for IRS 501(c) organizations shall be the regular special event application fee.

c. *Fees.*

1. A nonrefundable application fee to cover the administrative costs of processing the permit shall be paid to the city by the applicant when the application is filed according to the schedule of fees adopted by resolution of the common council.

2. The timely application fee and underlying permit fees other than park rental fees (unless earlier waived by the park board) are waived for events sponsored by charitable organizations which have IRS section 501(c) status.

3. Fees for services provided by the city for the event will be estimated by the city at the time of application. Events for which the estimated service fees are $200.00 or less shall be billed for the services at the conclusion of the event. Events for which the estimated service fees are more than $200.00 shall pay 50 percent of the estimated fees to the city clerk as a down payment at least 14 days prior to the start of the event. After the event, the city shall determine the actual service fees incurred and bill the applicant for those service fees less the deposit paid. The permit applicant shall pay such service fee bill within 30 days of receipt thereof.

4. A cancellation charge shall be paid for events that are cancelled within 14 days of the scheduled start day of the event. The cancellation charge shall be based upon city costs incurred in preparing for the event prior to cancellation and shall be deducted from the service fee down payment referenced in the preceding subsection. The minimum cancellation charge shall be $100.00.

d. *Insurance and indemnification.*

1. *Insurance.* Proof of general liability insurance in the amounts listed below shall be provided by the applicant. All such insurance policies shall name the city as an additional insured for the purposes of the special event. All policies of insurance shall provide the city not less than 30 days' notice of policy cancellation.

(i) *Low and medium hazard events:* $1,000,000.00 per occurrence.

(ii) *High hazard and special hazard events:* $2,000,000.00 per occurrence. Higher insurance limits may be required for particular high hazard events as determined necessary by the city attorney.

2. *Indemnification.* Permit holder shall indemnify and save and hold the city and all of its officers, employees and agents harmless from any and all injury that may occur to any party as the result of the event permitted. This provision is intended to indemnify and hold harmless the city to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, permit holder shall maintain a general liability insurance policy on its event/operations as required in subsection (a)(4)d.1 of this section.

(5) *Additional city services.*

a. If the special event will require more than the minimal use of any city equipment or services, the applicant shall pay a fee for such services. This may include, but is not limited to, police services, fire/rescue services, barricades and the like. The fee for such equipment or services shall be the actual city personnel costs expended and/or fees as determined by resolution of the common council. Charitable organizations which have IRS 501(c) status shall be charged 50 percent of the established fee for events which start and stop within the corporate limits of the city; events which do not start and stop in the city are not eligible for a service fee reduction As a condition of the

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approval of any application, the applicant shall agree to pay, within 30 days of billing, the costs of any additional city services.

b. No service fees shall be charged to IRS 501(c) applicants who do not collect any form of revenue, payment, entrance fee, application fee or cost sharing arrangement, whether in the form of money, in-kind benefit, or repayment deferment or forgiveness from event participants, patrons or event sponsors. This exception shall apply to all events occurring in 2016 and after.

c. To ensure public safety for the event and the city, the city reserves the right to require special events to maintain minimum levels of dedicated fire/EMS services and police/security services throughout the duration of the event. Estimated minimum services will be determined prior to the event (see guidelines) but may reasonably increase or decrease as actual event conditions change to ensure public safety. Actual public safety services shall be determined in the sole discretion of the police/fire chief or their respective designee. Outside vendors may be retained for such services; however, city approval of such vendors and services shall be obtained prior to the event. If the use of outside public safety vendors is approved, the city may require that, in addition to the outside public safety presence, city personnel and/or equipment be present to manage any public safety event that may occur. The city reserves the right to reject any or all outside vendors for any reason or no reason.

(6) *Standards for issuance.* The clerk shall issue the permit when, from a consideration of the application, consultation with other city departments as necessary, and from such other information as may otherwise be obtained, it appears that:

a. The applicant has complied with all of the application requirements of subsection (a)(4) of this section.

b. The conduct of the event will not substantially interrupt the safe and orderly movement of other traffic in the vicinity of its location.

c. The conduct of the event will not require the diversion of so great a number of police officers or emergency medical personnel as to prevent normal public safety protection to the city.

d. The concentration of persons, animals, and vehicles at the event will not unduly interfere with proper fire and police protection of or ambulance service to areas in the vicinity of the event.

e. The conduct of the event will not unduly interfere with the operation of hospitals, schools, or other public institutions.

f. The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays in route.

g. The special event will not conflict or interfere with another special event for which a permit has already been granted.

h. There are a sufficient number of parking spaces within a reasonable distance to accommodate the number of vehicles expected.

i. Adequate sanitation or other necessary health facilities will be available at the event.

j. The conduct of the event is not reasonably likely to cause injury to persons or property.

k. The applicant has no history of noncompliance with any city or state regulation pertaining to the activities covered by this section.

(7) *Action upon application.* The clerk shall provide written notice of the issuance or denial of the permit within 30 days of receipt of an application, unless the permit request is for First Amendment expression purposes within a public forum, in which case the written notification shall be provided within three days of application. If the application is denied, the notice shall state the reasons for the denial.

(8) *Appeal procedure.* Any person aggrieved may appeal the denial of a special event permit as provided in section 106-2(g).

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(9) *Duties of permittee.* A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.

(10) *Event cancellation.* The city administrator or fire department battalion chief may cancel a special event, regardless of whether a permit has been issued or not, with or without prior notice, due to any significant change in conditions which would or may adversely affect the public health or safety of the community, or for any condition which places facilities, grounds, or other natural resources at risk of damage or destruction if the event were allowed to take place. All fees paid prior to cancellation will be refunded to the permit applicant.

(b) *Encroachments/obstructions upon right-of-way and other property owned by city (non-park) and the redevelopment authority of the city.*

(1) *General requirements.* Permission for encroachment or obstruction of city right-of-way or other non-park city or redevelopment authority owned property (herein, city-owned property), other than as allowed or permitted under other sections of this Code, shall be by revocable occupancy permit as provided in this section.

a. Request for a revocable occupancy permit shall be in writing and made to the development services director, or in the director's absence, the city administrator/assistant city administrator (director).

b. Each request shall describe the location of the encroachment/obstruction, the purpose of the encroachment/obstruction and the length of time it is expected to last. A map (scaled preferred) shall accompany the request.

c. Each requestor shall provide proof of liability insurance in such limits as approved by the city attorney, which policy of insurance shall name the city and, if applicable, the redevelopment authority of the city as an additional insured thereunder for the purposes of the activity allowed in the permit.

d. Revocable occupancy permits for encroachments/obstructions on right-of-way shall comply with Wis. Stats. § 66.0425.

e. Each request shall be reviewed by the director for compliance with state, federal and local transportation and accessibility requirements and for a determination of safety concerns associated with the encroachment or obstruction. If the director determines the request meets those requirements and all other requirements of this section, the city attorney shall draft the revocable occupancy permit, including such conditions as may be recommended by the director or such conditions as may be required under this Code or state or federal laws. Following execution of the permit by the applicant, it shall be executed by the planning director on behalf of the city.

f. Permits may be administratively renewed by the issuing party if all permit requirements continue to be met.

(2) *Specific permits.*

a. *News boxes.* In addition to meeting the requirements of subsection (b)(1) of this section, requests for placement of news boxes upon city right-of-way or other city property (non-park) shall meet the following:

1. Adequate pedestrian passageway shall be maintained.

2. No chaining, bolting, or other means shall be used to attach a news box to any property within public right-of-way without prior express written permission of the property owner.

3. News boxes shall be maintained in a safe, neat, and clean condition at all times. Any graffiti placed upon such boxes shall be removed within 24 hours of notice to permit holder.

4. The news box shall be no larger than 52 inches times 34 inches times 20 inches (height times width times depth).

5. Minimum adequate open space shall be provided as follows:

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(i) At least two feet behind any curb face;

(ii) At least three feet behind any curb face at any place where parking is prohibited or stopping, standing or parking is restricted;

(iii) At least five feet from any driveway, fire hydrant, emergency facility or bus shelter opening;

(iv) At least 15 feet between news boxes and police or fire station driveway, railroad track and marked or unmarked crosswalk.

6. No news box shall remain empty of current publications for more than 14 consecutive days.

7. Allowable advertising, other than the name of the publication, shall appear only once, shall be on the side of the news box facing away from the street, and shall not exceed 18 inches by 18 inches.

b. *Sidewalk cafe permit.* In addition to the requirements of subsection (b)(1) of this section, requests for a cafe permit for use of city right-of-way or other city property (non-park) shall meet the following:

1. *Definitions.* The following words, terms, and phrases when used in this section shall have the meanings respectively ascribed to them in this subsection, except where the context otherwise requires:

Class B license means such alcohol beverage license as is issued by the common council allowing the sale and consumption of alcohol beverages on a licensed premises.

Sidewalk cafe means any group of tables, chairs, benches, or partitions maintained upon the city's right-of-way or public sidewalks and walkways for use directly adjacent to an establishment with a valid restaurant license.

2. *Sidewalk cafe permit.*

(i) Any sidewalk cafe permit applicant seeking to serve alcohol beverages in the sidewalk cafe shall make separate application to amend the applicant's "Class B" license to conform with the location of the sidewalk cafe.

(ii) Outdoor furniture and equipment.

A. All tables, chairs and other materials and equipment placed on the permitted area for operation of the sidewalk cafe shall be portable and shall not be permanently affixed to the surface of the permitted area.

B. All outdoor furniture and equipment shall be removed from the permitted area before the close of business and not returned to the permitted area until the usual and customary opening of the sidewalk cafe each day. A permit applicant may request to be exempt from this section, which must be indicated on the permit application. Such requests are subject to the approval of the director of public works and the director of development services or their designees. If the request is approved, all furniture and equipment left outside overnight shall be stacked and secured in a single location against the permittee's building in a manner that prevents the furniture and equipment from being removed from the permitted area. An exemption shall not be approved under this section if requested in an area where the city has invested in beautification efforts.

c. *Construction staging purposes.* The director of public works or, in his/her absence, the city engineer (collectively public works director), may issue a revocable occupancy permit as meets the requirements of this section allowing for the temporary use of city right-of-way or other city property for construction staging purposes. The public works director may set a reasonable fee for the privilege of such permit.

(c) *Encroachments/obstruction upon park property.*

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(1) Permission for encroachment or obstruction of city owned park property, other than as allowed or permitted under other sections of this Code, shall be by revocable occupancy permit as provided in this section.

a. Request for a revocable occupancy permit shall be in writing and made to the director of parks, recreation and forestry, or in the director's absence, to the city administrator/assistant city administrator (park director).

b. Each request shall describe the location of the encroachment/obstruction, the purpose of the encroachment/obstruction and the length of time it is expected to last. A map (scaled preferred) shall accompany the request.

c. Each requestor shall provide proof of liability insurance in such limits as approved by the city attorney, which policy of insurance shall name the city as an additional insured thereunder for the purposes of the activity allowed in the permit.

d. Each request shall be reviewed by the park director for compliance with state, federal and local transportation and accessibility requirements and for a determination of safety concerns associated with the encroachment or obstruction. If the park director determines the request meets those requirements and all other requirements of this section, the city attorney shall draft the revocable occupancy permit, including such conditions as may be recommended by the park director or such conditions as may be required under this Code or state or federal laws. Following execution of the permit by the applicant, it shall be executed by the park director on behalf of the city.

e. Permits may be administratively renewed by the issuing party if all permit requirements continue to be met.

(d) *Special variance permit for noise regulation exceedance in conjunction with outdoor entertainment incidental to primary business activity.* Permission to exceed noise regulation limitations found in ~~section 146-8(a)~~ in conjunction with outdoor entertainment incidental to the primary business activity on premises which is not covered by any other permit issued by any city department shall be allowed only by permit issued by the health director as provided in this section.

a. Application shall be made in writing to the health director. Such application shall include the following information:

1. Name, address and contact information of requestor;

2. Date and location of the outdoor entertainment event;

3. The time of date the entertainment is expected to begin and end;

4. A description of the proposed entertainment, including name of performing group and explanation regarding requestors belief that the performance will exceed the noise limits set forth by the city; ~~in section 146-8(a);~~

5. Reason permit is being requested, including steps to minimize noise; and

6. Such fee as is determined by resolution of the common council shall accompany the application.

b. No permit may be issued if any conditions of a similar permit issued for the premises in the previous 12 months were violated or not met.

c. No permit will be granted to allow noise regulation exceedances to continue past 11:00 p.m.

d. Permits will be issued under this section only for occasional, periodic or sporadic public entertainment noise exceedances. No more than four specific events may be requested in a single permit application.

e. The permit requestor shall notify all immediately adjacent property owners of any permit being granted under this section prior to the event.

f. All permits issued shall be conditioned upon the following:

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1. If sound amplification is to be used, it shall be positioned so as to face away from residential properties; and

2. Any amplified sound shall be maintained at a reasonable level and shall not interfere with other's enjoyment of the neighborhood.

g. Appeal of a permit denial shall be as provided in subsection (e) of this section except that the appeal shall be to the board of health.

(e) *Appeal.*

(1) In the event an application for a revocable occupancy permit under this section is disapproved, the applicant shall be informed in writing within ten days of application of the reasons for disapproval. The applicant or any interested party may appeal the disapproval decision to the board of public works in the case of disapproval issued by the development services director or the public works director or may appeal the park director's decision to the board of park commissioners.

(2) Any such appeal shall be made within ten days of notice of disapproval. The appeal must be in writing and must state the reasons why the applicant believes the decision to be in error. Failure to state the reasons why the decision is in error shall result in automatic approval of the denial without further action.

(3) Within 20 days after receipt of the appeal, the proper board shall hold a hearing which substantially complies with the conduct hearing requirements of Wis. Stats. § 68.11(2). Within 20 days after the hearing, the board shall issue a written decision which shall affirm, reverse or modify the determination. This decision shall be a final decision. Judicial review of such decision shall be as provided in Wis. Stats. § 68.13.

(f) *Fee.* The fee for revocable occupancy permits issued under this section, other than for construction staging purposes, shall be as determined by resolution of the common council.

(g) *Fireworks and pyrotechnics display.*

(1) Pursuant to Wis. Stats. § 167.10~~167.20~~, the mayor delegates to the fire chief or the chief's designee, the authority to issue permits for the use within the city of those classes of fireworks or pyrotechnics for display within the city. No permit shall be issued to a person under the age of 18 years.

(2) No person shall possess or use fireworks or pyrotechnics for which a permit is required without such permit.

(3) Application for a permit shall be to the fire chief not less than 15 days in advance of the date of the display.

(4) Permittee shall save and hold the city harmless from any and all injury that may occur to any party as the result of permittee's use of fireworks/pyrotechnics for display within the city. This provision is intended to indemnify and hold harmless the city to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, permittee shall maintain a general liability insurance policy on its business operations in an amount of not less than $2,000,000.00 per occurrence and shall produce a certificate of insurance demonstrating to the satisfaction of the city that the city is named as an additional insured for the purposes of the permit.

(5) Permittee shall comply with all requirements of Wis. Stats. § 167.10 and the current edition of the National Fire Protection Association Standard 1123 and all municipal ordinances in the handling of the fireworks/pyrotechnics.

(Code 2001, § 106-6; Ord. No. 15-01, § 1, 1-6-2015; Ord. No. 15-05, §§ 1, 2, 1-20-2015; Ord. No. 15-11, §§ 1, 2, 3-17-2015; Ord. No. 15-21, §§ 1, 2, 7-7-2015; Ord. No. 15-23, §§ 1, 2, 7-21-2015; Ord. No. 16-03, §§ 1—5, 1-19-2016; Ord. No. 16-13, § 1, 8-2-2016; Ord. No. 16-33, § 1, 12-20-2016; Ord. No. 19-23, §§ 2, 3, 11-19-2019; Ord. No. 19-31, §§ 1, 2, 12-17-2019; Ord. No. 21-12, § 1, 5-18-2021; Ord. No. 21-13, §§ 1, 2, 6-15-2021)

Sec. 106-7. Penalties ~~for noncompliance with this chapter~~.

Any person who violates this chapter shall be subject to such forfeiture as determined by resolution of the

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common council. Each act of violation and each day upon which a violation occurs or continues constitutes a separate offense.

(Code 2001, § 106-7; Ord. No. 15-11, § 3, 3-17-2015)

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Chapters 107--109

RESERVED

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Chapter 110

BUSINESSES

Sec. 110-1. Junk dealers and auto salvage dealers.

(a) *Compliance with section provisions required.* It is unlawful for any person to act as a junk dealer, junk collector or auto salvage dealer except in the compliance with the provisions of this section; and the keeping, storing and placing of junk in violation of this section is declared a public nuisance.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Auto salvage business means any business of buying, gathering or storing of wrecked or junked automobiles which are unfit to be reconditioned for use on the public highways and the selling, delivering or storing of used parts of motor vehicles. The term "auto salvage business" shall not include the storage of a wrecked automobile upon any open space on any service station site, provided that only three wrecked vehicles may be stored on such premises at any one time for a period not to exceed 14 calendar days.

Auto salvage dealer means any person engaging in the auto salvage business.

Junk means any old, used or secondhand materials of any kind including iron, chain, brass, copper, tin, lead or other metals, paper, cloth, rags, clothing, glass, bottles, rubber, bricks, furniture, machinery or parts thereof, used motor vehicles, or parts thereof, rubbish, refuse, or other material commonly included in the term "junk."

Junk business means the occupation of buying, selling, gathering or storing of junk.

Junk dealer means any person who either buys, sells, gathers, delivers or stores junk.

(c) *License.*

(1) *Required.* No person shall engage in the business of a junk dealer, which includes the storage of junk, or in the business of an auto salvage dealer without first obtaining a license therefor.

(2) *Application; investigation; inspection.* Every applicant for a license to engage in the business of junk dealer or auto salvage dealer shall file with the city clerk a written application, signed by the applicant, which shall state the name and residence of the applicant or officers of the applicant, length of residency, place of previous employment, whether he or she has been convicted of a felony or misdemeanor, and if so, what offense, whether he or she has previously been engaged in the business for which the license is sought, the nature of the business to be conducted and the kind of materials to be collected, bought, sold, stored, or otherwise handled and a complete description where such business is to be located or carried on or where the collected articles are to be stored. The chief of police shall investigate the record of each applicant, and the building inspector shall inspect and search the premises described in such application, and each shall report his or her findings to the council. A junkyard or auto salvage yard may only be located on premises properly zoned for such use, according to the requirements of the zoning ordinances of the city.

(3) *Granting; issuance.* A junk dealer's license or auto salvage dealer's license shall be granted only by a three-fourths majority vote of the members of the council. No applicant to whom a license has been refused shall directly or indirectly reapply until one year shall have elapsed since the last previous rejection. All licenses shall be numbered, and shall set forth the licensee's name and address, type of business, legal description of premises for which it was issued.

(4) *Fee.* The license fee shall be as determined by resolution of the common council, for each junk or auto salvage business.

(d) *Regulations.*

(1) It is unlawful for any person or licensee under this section to collect junk or refuse left by residents for collection by the city.

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(2) No licensee shall conduct any business described in this section in such a manner as to create a public nuisance. All premises used for any business described in this section shall be kept in a clean and wholesome condition and in compliance with all ordinances, rules and regulations of the city and all statutes and regulations of the state.

(3) No licensee shall remove his or her place of business from the place described in such license without the written permit of the council.

(4) No licensee shall purchase any junk from any child under 18 years of age.

(5) The chief of police may cause any article in the possession of a licensee under this section, which he or she shall have reason to believe was sold or exchanged by some person other than the lawful owner, to be held for the purpose of identification for such reasonable time as the chief of police may deem necessary.

(6) Each licensee shall maintain a written record of all motor vehicles purchased and sold for a period of three years. Such record shall contain a description of all vehicles, vehicle identification and engine numbers, and the names and addresses of the sellers and purchasers and such record shall be open to police inspection. No licensee shall knowingly buy, receive, store or sell any motor vehicle, or its part, from which the manufacturer's serial number or identification number has been removed, defaced, altered or destroyed.

(7) Every junkyard or auto salvage yard shall be enclosed by a solid substantial fence, not less than six feet, nor more than eight feet in height. Such solid fence shall be approved by the building inspector and shall be painted and maintained in a proper condition of repair and shall not have any sign, picture or placard of any nature, painted or affixed thereon.

(e) *Exceptions.* The provisions of this section shall not apply to any business, manufacturer or charitable organization which may as an incidental part of its business or operation buy, collect, store or sell any of the items defined in this section as junk, nor to any automobile dealer as defined in Wis. Stats. § 218.0101~~-218.01~~.

(Code 1974, § 32.01; Code 2001, § 110-1; Ord. No. 13-17, §§ 13, 15, 8-20-2013; Ord. No. 14-20, § 2, 12-16-2014)

Sec. 110-2. Shows and amusements.

No person shall exhibit, conduct or manage, for gain, within the city any circus, carnival, equestrian exhibition, or other exhibition, show or amusement without first obtaining a license from the council therefor. The license fee for any such exhibition, show or amusement is per day, as determined by resolution of the common council. No license shall be required for any circus, carnival or equestrian performance in connection with the Northeastern Wisconsin Fair, or any other similar city or county organization not conducted for profit.

(Code 1974, § 32.04; Code 2001, § 110-2; Ord. No. 14-20, § 2, 12-16-2014)

Sec. 110-3. Public dances.

(a) *Defined.* The term "public dance" means any dance held in the city to which admission may be gained with or without payment of a fee, which dance is advertised or in any way promoted to be held at a specific place, date and hour. The term "public dance" shall not be construed to include any dance held in any public or parochial school, or any dance sponsored by a parent-teachers association, held in a public or parochial school, or any dance sponsored by the city recreation department, and does not include private dances held in homes of city residents.

(b) *License.* No public dance shall be held in the city unless the person or organization intending to hold a dance shall apply for and receive from the city clerk, with the approval of the chief of police, a license to hold the same. The license fee shall be as determined by resolution of the common council.

(c) *Inspection and regulations.* No license for a dance shall be issued until it shall be found that the place in which such dance is to be held complies with and conforms to the ordinances, health and fire regulations of the city and of the state, and that it is properly ventilated and supplied with sufficient toilet conveniences and is a safe and proper place for the purpose for which it is to be used, and such dance is properly supervised and chaperoned. The chief of police shall have charge of the inspection of any such dance.

(d) *County regulation.* The provisions of this section shall be in lieu of any county regulation of dances in

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the city.

(Code 1974, § 32.05; Code 2001, § 110-3; Ord. No. 14-20, § 2, 12-16-2014)

Sec. 110-4. Cigarette license.

The sale and license of cigarettes in the city shall be governed pursuant to the provisions of Wis. Stats. § 134.65. The license fee for the sale of tobacco products shall be as determined by resolution of the common council.

(Code 1974, § 32.06; Code 2001, § 110-4; Ord. No. 14-20, § 2, 12-16-2014)

Sec. 110-5. Sexually oriented adult entertainment establishment.

(a) *Intent of section.* It is the purpose of this section to regulate sexually oriented adult entertainment establishment businesses (referred to in this section as "adult establishments") to promote the health, safety, morals and general welfare of the citizens of the city, to aid in the alleviation and prevention of the adverse and deleterious effects of criminal activity and disruption of the public peace associated with such establishments, and to establish reasonable and uniform regulations to prevent the serious health hazards associated with unsafe and unsanitary conditions which may exist in those establishments and to alleviate the spread of sexually transmitted diseases and other contagious diseases in those establishments.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Sexually oriented adult entertainment establishments means bookstores, motion picture theaters, mini-motion picture theaters, bathhouses, modeling studios, body painting studios, adult video stores, cabarets and massage parlors, and are more specifically defined as:

Adult bookstore means an establishment having as a substantial or significant portion of its stock and trade in books, magazines, and other periodicals which are distinguished or characterized by their emphasis on matter depicting, describing or relating to specialized sexual activities or specified anatomical areas as defined in this subsection (b).

Adult motion picture theater means an enclosed building with a capacity of 50 or more persons at which a significant or substantial portion of the material presented is distinguished or characterized by an emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical areas for observation by patrons therein.

Adult motion picture theater (outdoor) means a parcel of land from which individuals may view a motion picture presented out of doors which presents material distinguishably characterized by an emphasis on matter depicting, describing or relating to specified sexual activity or specified anatomical areas.

Adult mini-motion picture theater means an enclosed building with a capacity for less than 50 persons used for presenting materials distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas for observation by patrons therein.

Adult bathhouse means an establishment or business which provides the service of baths of all kinds, including all forms and methods of hydrotherapy, that is not operated by a medical practitioner or a professional physical therapist licensed by the state and which establishment provides to its patrons an opportunity for engaging in specified sexual activities.

Adult motel means a hotel, motel or similar commercial establishment which:

a. Offers accommodations to the public for any form of consideration; provides patrons with closed circuit television transmission, films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of specified sexual activities or specified anatomical areas; and has a sign visible from the public right-of-way which advertises the availability of this adult type of photographic reproductions; or

b. Offers a sleeping room for rent for a period of time that is less than ten hours; or

c. Allows a tenant or occupant of a sleeping room to sub-rent the room for a period of time that is less than ten hours.

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Adult modeling studio means an establishment or business which provides the services of modeling for the purpose of reproducing the human body wholly or partially in the nude by means of photography, painting, sketching, drawing or otherwise.

Adult body painting studio means an establishment or business wherein patrons are afforded an opportunity to paint images on a body which is wholly or partially nude.

Adult video stores means an establishment or business which has as a substantial or significant portion of its stock and trade the sale or rental of motion pictures, video tapes, or other electronic recording media distinguished or characterized by their emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical areas.

Adult cabaret means an establishment or business which features male and/or female topless and/or bottomless dancers, go-go dancers, exotic dancers, strippers or similar entertainers.

Adult novelty shop means an establishment or business having as a substantial or significant portion of its stock and trade in novelty or other items which are distinguished or characterized by their emphasis on or are designed for use in specified sexual activities or stimulating such activity.

Adult massage parlor means an establishment or business which provides the service or massage of all kinds, including all forms and methods of massage that is not operated by a professional masseur/masseuse and which establishment provides to its patrons an opportunity for engaging in specified sexual activities.

Specified anatomical areas means:

(1) Less than completely and opaquely covered human genitals or pubic region, buttocks, and the female breast below a point immediately above the top of the areola.

(2) Human male genitals in a discernible turgid state, even if completely and opaquely covered.

Specified sexual activities means:

(1) Human genitals in a state of sexual stimulation or arousal;

(2) Acts of human masturbation, sexual intercourse or sodomy;

(3) Fondling or other erotic touching of human genitals, pubic region, buttock or female breasts.

(c) *License required.*

(1) From and after the effective date of the ordinance from which this section is derived, no adult establishment shall be operated or maintained in the city without first obtaining a license to operate, issued by the city.

(2) A license may be issued only for one adult establishment located at a fixed and certain place. Any person, partnership or corporation which desires to operate more than one adult establishment must have a license for each.

(3) No license or interest in a license may be transferred to any person, partnership or corporation.

(d) *Application for license.*

(1) Any person, partnership or corporation desiring to secure a license shall make application to the city clerk. The application shall be filed in triplicate with, and dated by, the city clerk. A copy of the application shall be distributed within ten days of its receipt to the police, health, building inspection, and planning departments, and to the applicant.

(2) The application for a license shall be upon a form approved by the city clerk. An applicant for a license, which shall include all partners or limited partners of a partnership applicant, and all officers or directors of a corporate applicant, and any other person who is interested directly in the ownership or operation of the business, shall furnish the following information under oath:

a. Name and address, including all aliases.

b. Written proof that the individual is at least 18 years of age.

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c. All residential addresses of the applicant for the past ten years.

d. The business, occupation or employment of the applicant for ten years immediately preceding the date of application.

e. Whether the applicant previously-operated in this or any other state, county or city under an adult establishment license or similar business license; whether the applicant has ever had such a license revoked or suspended, the reason therefor, and the business entity or trade name under which the applicant operated that was subject to the suspension or revocation.

f. All criminal convictions, whether federal or state, or city ordinance violation convictions, forfeiture of bond and pleadings of nolo contendere on all charges, except minor traffic violations.

g. Fingerprints and two portrait photographs at least two inches by two inches of the applicant.

h. The address of the adult establishment to be operated by the applicant.

i. If the applicant is a corporation, the application shall specify the name of the corporation, the date and state of incorporation, the name and address of the registered agent, and all officers and directors of the corporation.

(e) *Standards for issuance of license.*

(1) To receive a license to operate an adult entertainment establishment, an applicant must meet the following standards:

a. If the applicant is an individual:

1. The applicant shall be at least 18 years of age.

2. Subject to Wis. Stats. ch. 111, the applicant shall not have been convicted of, or pleaded no contest to, a felony or any crime involving moral turpitude, prostitution, obscenity, or other crime of a sexual nature in any jurisdiction within five years immediately preceding the date of the application.

3. The applicant shall not have been found to have previously violated this section within five years immediately preceding the date of the application.

b. If the applicant is a corporation:

1. All officers, directors and others required to be named under subsection (d)(2) of this section shall be at least 18 years of age.

2. Subject to Wis. Stats. ch. 111, no officer, director or other person required to be named under subsection (d)(2) of this section shall have been convicted of, or pleaded no contest to, a felony or any crime involving moral turpitude, prostitution, obscenity, or other crime of a sexual nature in any jurisdiction within five years immediately preceding the date of the application.

3. No officer, director or other person required to be named under subsection (d)(2) of this section shall have been found to have previously violated this section within five years immediately preceding the date of the application.

c. If the applicant is a partnership, joint venture, or any other type of organization where two or more persons have a financial interest:

1. All persons having a financial interest in the partnership, joint venture or other type of organization shall be at least 18 years of age.

2. No persons having a financial interest in the partnership, joint venture, or other type of organization shall, subject to Wis. Stats. ch. 111, have been convicted of, or pleaded no contest to, a felony or any crime involving moral turpitude, prostitution, obscenity, or other crime of a sexual nature in any jurisdiction within five years immediately preceding the date of the application.

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3. No person having a financial interest in the partnership, joint venture, or other type of organization shall have been found to have violated any provision of this section within five years immediately preceding the date of the application.

(2) No license shall be issued unless the police department has investigated the applicant's qualifications to be licensed. The results of that investigation shall be filed in writing with the city clerk no later than 14 days after the date of the application.

(3) The health, building inspection and planning departments shall inspect the premises proposed to be licensed to verify compliance with their respective codes and shall report compliance findings to the city clerk within 14 days of the date of application.

(4) No license shall be issued unless the applicant provides proof of one of the following:

a. Ownership of a properly zoned building or parcel of real estate upon which a building can be constructed.

b. A lease on a building which is properly zoned to house the venture.

c. An option to purchase property which is properly zoned for the venture.

d. An option to lease property which is properly zoned for the venture.

(f) *Fees.* A license fee as determined by resolution of the common council shall be submitted with the application for a license.

(g) *Display of license or permit.* The license shall be displayed in a conspicuous public place in the adult establishment.

(h) *Renewal of license or permit.*

(1) Every license issued pursuant to this section will terminate on December 31 of the year it is issued, unless sooner revoked, and must be renewed before operation is allowed in the following year. Any operator desiring to renew a license shall make application to the city clerk. The application for renewal must be filed not later than 60 days before the license expires. The application for renewal shall be filed in triplicate with and dated by the city clerk. A copy of the application for renewal shall be distributed by the city clerk to the police department and the applicant. The application for renewal shall be on a form provided by the city clerk and shall contain such information and data, given under oath or affirmation, as is required for an application for a new license.

(2) A license renewal fee as determined by resolution of the common council, shall be submitted with the application for renewal. In addition to the renewal fee, a late penalty as determined by resolution of the common council shall be assessed against any applicant who files for a renewal less than 60 days before the license expires.

(3) If the police department is aware of any information bearing on the operator's qualifications, that information shall be filed in writing with the city clerk.

(i) *Denial of application.*

(1) Whenever an initial application is denied, the city clerk shall, within 14 days of the denial, advise the applicant in writing of the reasons for such action. If the applicant requests an opportunity to be heard, a hearing shall be held at a regularly scheduled meeting of the license committee. Such meeting shall be held not less than 20 days from date of such request.

(2) Failure or refusal of the applicant to give any information relevant to the investigation of the application or his or her refusal or failure to appear at any reasonable time and place for examination under oath regarding the application or his or her refusal to submit to or cooperate with any investigation required by this section shall constitute an admission by the applicant that he is ineligible for such license and shall be grounds for denial by the city clerk.

(j) *Suspension, revocation or nonrenewal of license.*

(1) The license granted in this section may be revoked or suspended for up to six months or nonrenewed by

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the common council as follows:

a. If the applicant has made or recorded any statement required by this section knowing it to be false or fraudulent or intentionally deceptive;

b. For the violation of any provision of this section;

c. For the violation of any provision of any other municipal code applicable to such establishment;

d. After conviction of any establishment personnel of an offense under Wis. Stats. ch. 944 or other similar statute or of any offense against the person or property of a patron of the property or of any offense involving a controlled substance as provided in Wis. Stats. ch. 161, subch. II, or similar statute, where there is shown the participation or knowledge of any other establishment personnel or of any individual within the business structure of the applicant;

e. Failure to meet the minimum qualifications for an applicant as provided in subsection (e) of this section.

(2) *Notice and hearing.* No license shall be revoked, suspended or not renewed by the common council except upon due notice and hearing to determine whether grounds for such action exist. Such hearing may be held before the license committee of the common council. Notice of such hearing shall be in writing and shall state the grounds of the complaint against the licensee. The notice shall be served upon the licensee at least ten days prior to the date of the hearing and shall state the time and place of the hearing. The licensee shall be entitled to be heard, to be represented by counsel, to cross examine opposing witnesses, to present witnesses on his or her own behalf under subpoena by the common council if such is required, and the hearing may be stenographically recorded at the licensee's option and expense. At the conclusion of such hearing, the license committee shall submit a report to the common council, including findings of fact and conclusions of law and a recommendation as to what, if any, action the common council should take with respect to the license. The committee shall provide the complainant and licensee with a copy of the report. Either the complainant or licensee may file an objection to the report and have the opportunity to present arguments supporting the objection to the common council. The common council shall determine whether arguments shall be presented orally or in writing, or both. If the common council, after arguments are presented by the complainant or the licensee, finds the complaint to be true, or if there is no objection to a report recommending suspension or revocation, the license shall be suspended or revoked as provided at subsection (j)(1) of this section. The common council shall decide the matter and shall prepare a written decision which shall be filed with the city clerk, and a copy of the decision shall be delivered to the licensee and complainant within 20 days after its decision.

(k) *Physical layout of adult establishments.* Any adult establishment having available for customers, patrons or members, any booth, room or cubicle for the private viewing of any sexually oriented adult entertainment must comply with the following requirements:

(1) *Access.* Each booth, room or cubicle shall be totally accessible to and from aisles and public areas of the adult entertainment establishment and is unobstructed by any door, lock or other control type devices.

(2) *Construction.* Every booth, room or cubicle shall meet the following construction requirements:

a. Each booth, room or cubicle shall be separated from adjacent booths, rooms, cubicles and any nonpublic areas by a wall.

b. At least one side must be totally open to a public lighted aisle so that there is an unobstructed view at all times of anyone occupying the booth, room or cubicle.

c. All walls shall be solid, without any openings, extending from the floor to a height of not less than six feet and shall be light colored, nonabsorbent, smooth-textured and easily cleanable.

d. The floor must be light colored, nonabsorbent, smooth-textured and easily cleanable.

e. The lighting level of each booth, room or cubicle, when not in use, shall be a minimum of ten footcandles at all times, as measured from the floor.

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(3) *Occupants.* Only one individual shall occupy a booth, room or cubicle at any time. No occupant of the same shall engage in any type of sexual activity, cause any bodily discharge or litter while in the booth. No individual shall damage or deface any portion of the booth.

(l) *Responsibilities of the operator*.

(1) The operator shall maintain a register of all employees, showing the name and aliases used by the employee, home address, birth date, sex, telephone number, Social Security number, and date of employment and termination. The above information on each employee shall be maintained in a register on the premises for a period of three years following discontinuance of employment.

(2) The operator shall make the register of employees available immediately for inspection by police upon demand of any member of the city police department at all reasonable times.

(3) Every act or omission by an employee constituting a violation of the provisions of this section shall be deemed the act or omission of the operator if such act or omission occurs either with the authorization, knowledge or approval of the operator, or as a result of the operator's negligent failure to supervise the employee's conduct. The operator shall be punishable for such act or omission in the same manner as if the operator committed the act or caused the omission.

(4) Any act or omission of any employee constituting a violation of the provisions of this section or subject to Wis. Stats. ch. 111, or any violation of a criminal code provision or ordinance directly related to the activity licensed by this chapter, shall be deemed the act or omission of the operator for the purposes of determining whether the operator's license shall be revoked, suspended or renewed.

(5) No employee of an adult entertainment establishment shall allow any minor to loiter around or to frequent any adult entertainment establishment or to allow any minor to view sexually oriented adult entertainment.

(6) The operator shall maintain the premises in a clean and sanitary manner at all times.

(7) The operator shall maintain at least ten footcandles of light in the public portions of the establishment, including aisles, at all times. However, if a lesser level of illumination in the aisles shall be necessary to enable a patron to view the adult entertainment in a booth, room or cubicle adjoining an aisle, a lesser amount of illumination may be maintained in such aisles; provided, however, that at no time shall there be less than one footcandle of illumination in such aisles, as measured from the floor.

(8) The operator shall ensure compliance of the establishment and its patrons with the provisions of this section.

(9) The operator shall ensure there is conspicuously posted inside each booth, stall, partitioned portion of the room, or individual room, an unmutilated and undefaced sign or poster supplied by the health department which contains information regarding sexually transmitted diseases and the telephone numbers from which additional information can be sought.

(10) The operator shall ensure there is conspicuously displayed at a place near the main entrance of the establishment, or its portion, any information, brochures or pamphlets supplied by the health department pertaining to sexually transmitted diseases.

(11) The operator shall ensure there is posted regulations concerning booth occupancy on signs, with lettering at least one inch high, that are placed in conspicuous areas of the establishment and in each of the viewing enclosures.

(12) The health department shall charge its reasonable costs for supplying such posters, brochures, pamphlets and other information supplied under this section.

(m) *Registration of employees.*

(1) All operators, employees and independent contractors working in any adult establishment shall, prior to beginning employment or contracted duties, register with the police department. Such registration shall include the following:

a. Name, address, birthdate, any aliases used, telephone numbers, date of employment, and name of

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employer.

b. Photographs and fingerprinting.

(2) Upon registration, the police department will provide to each registered employee an identification card containing the employee's photograph identifying the employee as such, which shall be kept available for production upon request of all city inspecting officers while on duty at such adult establishment.

(3) All registrations under this section are valid for a period of one year.

(4) The registration fee as determined by resolution of the common council and shall be paid to the police department.

(n) *Exclusions.* All private schools and public schools, as defined in Wis. Stats. ch. 115, located within the city are exempt from obtaining a license under this section when instructing pupils in sex education as part of its curriculum.

(o) *Penalties and prosecution.*

(1) Any person, partnership or corporation who is found to have violated this section shall be fined a definite sum not exceeding $1,000.00 per violation, in addition to the possibility of revocation of any license.

(2) Each violation of this section shall be considered a separate offense, and any violation continuing more than 24 hours shall be considered a separate offense.

~~(p) *Severability*. If any provision of this section is deemed invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the other provisions of this section.~~

(Code 1974, § 32.07; Code 2001, § 110-5; Ord. No. 13-17, § 15, 8-20-2013; Ord. No. 14-20, § 2, 12-16-2014)

Sec. 110-6. Pawnbrokers, secondhand article dealers and secondhand jewelry dealers.

(a) *State law adopted.* Wis. Stats. § 134.71, as it may be amended from time to time, is hereby adopted and, by reference, made a part of this chapter with the same force and effect as though fully set out herein notwithstanding the below subsections. Failure to comply with any of the provisions of this section shall constitute a violation of this chapter, punishable according to the penalties set forth in section 1-11 and as more particularly identified by resolution of the common council.

(b) *Definitions*. The following words, terms, and phrases when used in this section shall have the meanings respectively ascribed to them in this subsection, except where the context otherwise requires:

Article means any item of value, excluding only motor vehicles, large appliances, furniture, books, and clothing other than furs.

Reportable transaction means every transaction conducted by a pawnbroker, secondhand article and jewelry dealers in which an article or articles are received through a pawn, purchase, consignment, or trade, or in which a pawn is renewed, extended, voided, or redeemed, or for which a unique transaction number or identifier is generated by their point-of-sale software, and is reportable except:

(1) The bulk purchase or consignment of new or used articles from a merchant, manufacturer, or wholesaler having an established permanent place of business, and the retail sale of said articles, provided the pawnbroker must maintain a record of such purchase or consignment that describes each item, and must mark each item in a manner that relates it to that transaction record.

(2) Retail and wholesale sales of articles originally received by pawn or purchase, and for which all applicable hold and/or redemption periods have expired.

Secondhand article dealer means any person, other than an auctioneer, who engages in the business of purchasing or selling secondhand articles, with exceptions as stated in Wis. Stats. § 134.71(g).

(c) *City clerk to issue licenses.* The city clerk shall grant a license under Wis. Stats. § 134.71(7)(a) if all of the following apply:

(1) The applicant, including an individual, a partner, a member of a limited liability company or an officer, director or agent of any corporate applicant, has not been convicted within the preceding ten years of a

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felony or within the preceding ten years of a misdemeanor, statutory violation punishable by forfeiture or county or municipal ordinance violation in which the circumstances of the felony, misdemeanor or other offense substantially relate to the circumstances of being a pawnbroker, secondhand jewelry dealer, secondhand article dealer or secondhand dealer mall or flea market owner.

(2) With respect to an applicant for a pawnbroker's license, the applicant provides to the governing body a bond of $500.00, with not less than two sureties, for the observation of all municipal ordinances relating to pawnbrokers.

a. No license issued under this subsection may be transferred.

b. Each license issued for a pawnbroker, secondhand article dealer or secondhand jewelry dealer is valid from January 1 until the following December 31.

c. Each license for a secondhand article dealer mall or flea market is valid for two years, from May 1 of an odd-numbered year until April 30 of the next odd-numbered year.

(3) The license fee shall be set by resolution of the common council.

(d) *When digital photos are required.* The licensee must also take a color, digitized photograph of every item pawned or sold that does not have a unique serial or identification number permanently engraved or affixed, excluding only electronic media. One group photo shall suffice for mass items such as several coins acquired in one transaction. If a photograph is taken, it must be at least two inches in length by two inches in width and must be maintained in such a manner that the photograph can be readily matched and correlated with all other records of the transaction to which they relate. Such photographs must be available to the police chief, or the chief's designee, upon request. Items photographed must be accurately depicted and submitted as digital images, in a format specified by the issuing authority, electronically cross-referenced to the reportable transaction they are associated with. Entries of required digital images shall be retained a minimum of 90 days.

(e) *Daily reports to police.*

(1) Pawnbrokers and secondhand article and jewelry dealers must submit every reportable transaction to the police department daily in the following manner. Pawnbrokers and secondhand article and jewelry dealers must provide to the police department all required information pursuant to state statutes, by transferring it from their computer to the web server via modem designated by the city police department. All required records must be transmitted completely and accurately after the close of business each day in accordance with standards and procedures established by the police department using procedures that address security concerns of the pawnbroker or secondhand article and jewelry dealer and the police department. The pawnbroker or secondhand article and jewelry dealer must display a sign of sufficient size in a conspicuous place on the premises, which informs all patrons that all transactions are reported daily to the police department.

(2) If a pawnbroker or secondhand article and jewelry dealer is unable to successfully transfer the required reports by modem, the pawnbroker or secondhand article and jewelry dealer must provide the police department with printed copies of all reportable transactions by 12:00 noon the next business day.

(3) If the problem is determined to be in the pawnbroker's or secondhand article and jewelry dealer's system and is not corrected by the close of the first business day following the failure, the pawnbroker or secondhand article and jewelry dealer must provide the required reports as detailed in state statutes, and shall be charged a daily reporting failure fee as determined by resolution of the common council until the error is corrected, or, if the problem is determined to be outside the pawnbroker's or secondhand article and jewelry dealer's system, the pawnbroker or secondhand article and jewelry dealer must provide the required reports pursuant to state statutes and resubmit all such transactions via modem when the error is corrected.

(4) Regardless of the cause or origin of the technical problems that prevented the pawnbroker or secondhand article and jewelry dealer from uploading the reportable transactions, upon correction of the problem, the pawnbroker or secondhand article and jewelry dealer shall upload every reportable transaction from every business day the problem has existed.

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(5) The provisions of this section notwithstanding, the police department may, upon presentation of extenuating circumstances, delay the implementation of the daily reporting penalty.

(6) Subsection (c) of this section shall not apply to businesses that did not have 200 reportable transactions in the past calendar year. However, any such pawnbroker or secondhand article and jewelry dealer must follow the daily reporting procedure for each reportable transaction by submitting a written transaction form approved by the police department to the department on the business day following the date of the reportable transaction.

(Code 2001, § 110-8; Ord. No. 12-26, § 1, 9-18-2012; Ord. No. 14-20, § 2, 12-16-2014)

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Chapters 111--113

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Chapter 114

PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS

Sec. 114-1. Intent of regulations.

The intent of these regulations is to protect the peaceful enjoyment of the residents of the city in their residences and throughout the community and to protect residents from commercial fraud whenever possible. The common council recognizes that constitutional limitations restrict extensive and broad prohibitions against direct sales and solicitations, but it believes that reasonable regulations are essential to promote privacy among city residents given that door-to-door type activities as contemplated herein are not traditional public forums.

(Code 2001, § 114-1; Ord. No. 05-38, § 1, 10-4-2005)

Sec. 114-2. Definitions.

The following words, terms, and phrases when used in this section, shall have the meanings respectively ascribed to them in this subsection, except where the context otherwise requires:

Charitable organization means and includes any benevolent, philanthropic, patriotic or eleemosynary person, partnership, association or corporation, or one purporting to be such.

Direct seller means any individual who, for him/herself, or for a partnership, association or corporation, sells goods or services or takes sales orders for the later delivery of goods or services, at any location other than the permanent business place or residence of said individual, partnership, association or corporation, and shall include, but not be limited to peddlers, solicitors and transient merchants. The sale of goods or services includes donations required by the direct seller for the retention of goods or services by a donor or prospective customer.

Goods means and includes personal property of any kind and shall include goods provided incidental or services offered or sold.

Permanent merchant means a direct seller who operates an established business in this city from a permanent location.

Services means and includes the performance of a duty or labor for the benefit of another and shall include services provided incidental to goods offered or sold.

Solicitor means any individual who, for him/herself, or for a partnership, association or corporation, appears for contributions of money, time, support or personal property of any kind or value.

(Code 2001, § 114-2; Ord. No. 05-38, § 1, 10-4-2005)

Sec. 114-3. Registration required.

It is unlawful for any person to engage in direct sales or solicitation within the city without first being registered for that purpose and complying with the provisions of this chapter as provided herein.

(Code 2001, § 114-3; Ord. No. 05-38, § 1, 10-4-2005)

Sec. 114-4. Scope.

(a) The registration requirements of this chapter shall not apply to the following:

(1) Employees, members, officers or agents of a charitable organization engaging in direct sales or solicitation for or on behalf of said organization, provided that there is submitted to the city clerk satisfactory evidence of registration under Wis. Stats. § 440.41, provided there is compliance with the provisions of section 114-10. Any organization not so registered, or which is exempt from such registration requirements except for veterans' organizations incorporated under Wis. Stats. ch. 188, or chartered under federal law, shall be required to register under this chapter;

(2) Individuals delivering newspapers, fuel, dairy products or bakery goods to regular customers or established routes or to prospective customers for sales for future delivery;

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(3) Individuals selling personal property at wholesale to dealers in such goods;

(4) Permanent merchants, their employees or designee, who take orders away from the established place of business for goods regularly offered for sale by such merchants and who deliver said goods in the regular course of business;

(5) Persons who have had, or one who represents a direct seller upon proper identification who has had, a prior business transaction with the prospective customer, or who have been contacted by the buyer who specifically requested a home visit;

(6) Persons selling agricultural products which such persons have grown or produced.

(7) Mobile food vendors/retail establishments holding a properly issued license under section 106-4(d).

(b) Nothing contained in this chapter shall be construed to prohibit or restrict any sale required by statute or by order of any court, or to prevent any person conducting a bona fide auction pursuant to law.

(Code 2001, § 114-4; Ord. No. 05-38, § 1, 10-4-2005; Ord. No. 15-27, § 2, 11-3-2015)

Sec. 114-5. Registration.

(a) Applicants for registration must complete and return to the city clerk a registration form furnished by the city which shall require the following information:

(1) Name, previous names or aliases, permanent address and telephone number, and temporary address, if any;

(2) Age, height, weight, color of hair and eyes;

(3) Name, address and telephone number of the person, firm association or corporation that the direct seller represents or is employed by, or whose merchandise is being sold;

(4) Temporary address and telephone number from which business will be conducted, if any;

(5) Nature of business to be conducted and a brief description of the goods offered, and any services offered;

(6) Proposed method of delivery of goods, if applicable;

(7) Make, model and license number of any vehicle to be used by applicant in the conduct of his/her business;

(8) Last cities, villages, towns, not to exceed three, where the applicant conducted similar business, if any; and, where employer conducted similar business;

(9) Place where applicant can be contacted for at least seven days after leaving the city;

(10) Statement as to whether the applicant has been convicted of any crime or ordinance violation related to applicant's transient merchant business; the nature of the offense and the place of conviction;

(11) Date of request for registration.

(b) Applicants shall present the following to the city clerk for examination:

(1) A driver's license or some other proof of identity as may be reasonably required;

(2) A state certificate of examination and approval from the state sealer of weights and measures where applicant's business requires use of weighing and measuring devices approved by state authorities;

(3) A state health officer's certificate where the applicant's business involves the handling of food or clothing and is required to be certified under state law; dated not more than 90 days prior to the date the application for license is made.

(4) A state seller's permit from the state department of revenue where the applicant's business involves making taxable retail sales from an in-state ~~Wisconsin~~ location and is required to obtain a seller's permit under state law.

(5) All permits, certificates, licenses, or other approvals required by the state related to the applicant's business activity.

(c) At the time the registration is returned for filing with the city clerk, the applicant shall pay to the clerk

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such fee as determined by resolution of the common council. Such fees may include late fees or fees for expedited process. The applicant shall sign a statement appointing the city clerk as his/her agent to accept service of process in any civil action brought against the applicant arising out of any sale or service performed by the applicant in connection with any activities. The city clerk shall immediately forward by first class mail any such court papers to the permanent address of the applicant as listed on the application for registration.

(d) Upon receipt of each application and display of receipt for payment of fee, the city clerk shall immediately refer it to the chief of police or designee for investigation of the statements made in the application, to be completed within ten business days of referral.

(1) The city clerk shall refuse to register the applicant if it is determined, pursuant to the investigation, any one of the following:

a. The application contains any material omission or materially inaccurate statement;

b. Valid or substantial complaints of material nature against the applicant received by authorities in the communities where the applicant conducted similar business;

c. The applicant had his/her registration revoked by the city council and six months since the date of revocation, or decision or appeal, have not elapsed;

d. The applicant was convicted of, or is subject to a pending charge of, a crime, statutory or regulatory violations, or ordinance violation for an offense which is substantially related to the circumstances of the particular job or licensed activity or the nature of which is directly related to the applicant's fitness to engage in direct selling or solicitation;

e. The applicant failed to comply with any applicable provision of subsections (b) or (c) of this section.

(2) Upon completion of such investigation, the city clerk shall, subject to the restrictions contained in subsection (d)(1) of this section, register the applicant as a direct seller or solicitor and shall issue to the applicant an identification card.

a. Solicitor registrations shall be valid for one month;

b. Direct seller registrations shall be valid for either one month or 12 months, at the election of the registrant.

(3) The identification card shall contain the applicant's name and representation, a current photograph of the applicant, the date of registration and the date of expiration, and a disclaimer that the city, despite registration requirements, does not endorse or condone the activities of the applicant. Said card shall be embossed in plastic and shall be issued to the applicant upon registration.

a. Such card shall be visibly displayed at all times the applicant is conducting direct sale or solicitations;

b. No applicant may engage in direct sales or solicitations prior to registration and issuance of such identification;

c. The city clerk shall require payment in such amount as determined by resolution of the common council to issue a replacement card.

(e) Any person denied registration may appeal the denial. Wis. Stats. §§ 68.07 through 68.16 shall govern any appeal and the city attorney or designee is appointed as impartial decision maker for any hearing on administrative appeal.

(Code 2001, § 114-5; Ord. No. 05-38, § 1, 10-4-2005; Ord. No. 06-33, § 14, 11-8-2006; Ord. No. 09-29, § 2, 12-1-2009; Ord. No. 14-20, § 2, 12-16-2014; Ord. No. 21-18, § 1, 8-17-2021)

Sec. 114-6. Prohibited acts and additional requirements.

(a) The following practices are prohibited:

(1) Calling at any dwelling or other place between the hours of 8:00 p.m. and 9:00 a.m. except by appointment;

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(2) Calling at any dwelling or other place where a sign is displayed bearing the words "no peddlers" or "no solicitors" or words of similar meaning;

(3) Calling at the rear door of any dwelling place unless previously arranged;

(4) Remaining on any premises after being asked to leave by the owner, occupant or other person having authority over such premises;

(5) a. Misrepresenting or making false, deceptive or misleading statements concerning the quality, quantity or character or any goods or services offered for sale, the purpose of the visit, the identity of the caller or the identity of the organization represented;

b. A direct seller for a charitable organization shall specifically disclose what portion of the sale price of goods or services offered will actually be used for the charitable purpose for which the organization is seeking assistance and said portion shall be expressed as a percentage of the sale price of the goods or services;

(6) a. Failing to outwardly display at all times while engaged in direct selling or soliciting the city-issued identification, if registration is required, or failing to display when requested a document identifying the direct seller or solicitor as representing an individual, a partnership, an association or a corporation, if exempt from the registration requirements of this chapter;

b. Failing to display, when requested to do so by any law enforcement officer, such identification or document;

(7) a. Impeding the free use of sidewalks, streets and other rights-of-way by pedestrians and vehicles;

b. Where sales or solicitations are made by vehicles, all traffic and parking regulations shall be observed;

(8) Making any loud noises or using any sound amplifying devices to attract customers if the noise produced is capable of being plainly heard outside a 100-foot radius of the source;

(9) Littering or allowing rubbish or litter to accumulate in or around the area where he/she is conducting activities.

(b) The following shall be additional requirements for direct sellers:

(1) After the initial greeting and before any other statement is made to a prospective customer, a direct seller shall expressly disclose his/her name, the name of the company or organization he/she is affiliated with, if any, and the identity of the goods or service he/she offers to sell.

(2) If any sale of goods is made by a direct seller, or any sales order for the later delivery of goods is taken by the seller, the buyer shall have the right to cancel said transaction if it involves the extension of credit or is a cash transaction of more than $25.00, in accordance with the procedure as set forth in Wis. Stats. § 423.201; the seller shall give the buyer two copies of a typed or printed notice of that fact. Such notice shall conform to the requirements of Wis. Stats. §§ 423.203(1)(a)(b) and (c), (2) and (3).

(3) If the direct seller takes a sales order for the later delivery of goods, he/she shall, at the time the order is taken, provide the buyer with a written statement containing the terms of the agreement, the amount paid in advance whether full, partial or no advance payment is made, the name, address and telephone number of the seller, the delivery or performance date and whether a guarantee or warranty is provided and, if so, the terms thereof.

(Code 2001, § 114-6; Ord. No. 05-38, § 1, 10-4-2005; Ord. No. 21-15, § 1, 7-20-2021)

Sec. 114-7. Records.

The chief of police or designee shall report to the city clerk all convictions for violation of this chapter. The city clerk shall note any such violation on the record of the individual and shall report any such conviction to the city council and to the partnership, association or corporation on whose behalf the individual represents.

(Code 2001, § 114-7; Ord. No. 05-38, § 1, 10-4-2005)

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Sec. 114-8. Revocation of registration.

(a) Registration may be revoked by the city council after notice and a hearing for any of the following:

(1) Making any material omission or materially inaccurate statement in the application for registration;

(2) Making any fraudulent, false, deceptive or misleading statement or representation in the course of engaging in the direct sales of soliciting;

(3) Violating any provisions of the chapter;

(4) Being convicted of any crime or any statutory, regulatory or ordinance violation which is directly related to the registrants' fitness to engage in direct selling or soliciting;

(5) Conducting direct sale or solicitations in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.

(b) Written notice of the hearing or revocation shall be given by the city clerk setting forth specifically the grounds of the complaint and the time and place of the hearing. Such notices shall be mailed postage prepaid to the registrant at his/her last-known address, as listed on the application, at least five days prior to the date set for hearing or shall be served in the same manner as a summons in a civil matter at least three days prior to the date set for hearing.

(c) The hearing, final determination and any judicial review shall be governed by Wis. Stats. §§ 68.11(2) and (3), 68.12 and 68.13.

(1) The city attorney shall act as prosecutor of any complaint;

(2) Final determination shall be by the city council and shall be mailed postage prepaid, by the city clerk to the individual at the last-known address as listed on the application or as provided by the individual at the hearing.

(Code 2001, § 114-8; Ord. No. 05-38, § 1, 10-4-2005)

Sec. 114-9. Reapplication.

No individual whose registration has been revoked shall make further application until a period of six months shall have elapsed since the date of the last previous revocation by the city council or as determined on appeal.

(Code 2001, § 114-9; Ord. No. 05-38, § 1, 10-4-2005)

Sec. 114-10. Exempt charitable organizations.

In the event an organization is exempt from the registration requirements of this chapter, said organization shall still be required to file an application with the city clerk furnishing the following information:

(1) Name of the organization and purpose of the cause for which direct sales or solicitation is being conducted;

(2) Names and addresses of the organization and of the officers and of the directors of the organization;

(3) Period during which direct sales or solicitation is to be carried on;

(4) Whether or not any commissions, fees, wages or emoluments are to be expended in connection with such direct sales or solicitations and the amount thereof;

(5) Type of identification or documentation is to be used by individuals engaging in direct sales or soliciting on behalf of the organization;

(6) Satisfactory evidence of registration under Wis. Stats. § 440.41.

All other provisions and regulations of this chapter, as may be applicable, shall be complied with.

(Code 2001, § 114-10; Ord. No. 05-38, § 1, 10-4-2005)

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Chapters 115--117

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Chapter 118

VEHICLES FOR HIRE

Sec. 118-1. License requirements.

(a) *Motorized vehicles for hire.* No person shall operate a motorized public vehicle, taxicab or automobile for hire upon the streets of the city without having first obtained a license for that purpose issued under this chapter. Licenses issued hereunder shall expire on January 1 of each year. ~~All licenses in effect on the effective date of this revision shall expire on January 1, 2010.~~

(b) *Non-motorized vehicles for hire.* No person shall operate a non-motorized public vehicle for hire upon the streets of the city without first registering with the clerk. Such registration shall be done on a calendar year basis.

(Code 2001, § 118-1; Ord. No. 08-24, § 1, 10-7-2008; Ord. No. 09-21, § 2, 9-1-2009)

Sec. 118-2. Application; certificate of license; certificate of registration.

(a) *Motorized vehicles for hire.*

(1) Application for a motorized vehicle for hire license (known as taxicab licenses) shall contain the name and address of the applicant and the number of vehicles to be licensed, a description of each such vehicle by vehicle identification number, maker's name, and number of adult persons the vehicle is designed to carry, and the number of the state license under which the vehicle is operated, the name of the insurance carrier, the name of the insured, and the number, amount and duration of the policy.

(2) The city clerk shall furnish and deliver to each licensee two certificates of license for each vehicle licensed hereunder. Such certificate shall identify the certificate as "City of De Pere Taxi License" followed by the assigned license number and designation of the license period. Any certificate license issued as of the date of the passage of this section shall be reissued by the city clerk so as to identify the expiration date of December 31, 2009.

(3) One such certificate shall be securely fastened in a conspicuous place in the interior of the vehicle so as to be readily seen by all of the occupants riding in the vehicle. One such certificate shall be securely fastened on the rear bumper of the vehicle so as to be readily seen by law enforcement personnel.

(b) *Non-motorized vehicles for hire.*

(1) Registration to operate non-motorized vehicles for hire shall be made in the office of the city clerk. Such registration shall contain the name, address and phone number of the applicant and the number of vehicles to be registered. If the applicant is a corporation authorized to conduct business in the state, the applicant shall provide proof of corporate registration and the name and address of the registered agent. A certificate of liability insurance covering the operation and proof of satisfactory mechanical condition of the vehicle conducted during the same calendar year as the registration shall accompany the registration.

(2) Upon registration, the city clerk shall furnish and deliver a certificate of registration which the operator shall securely fasten to the rear bumper of the vehicle so as to be readily seen by law enforcement.

(3) Registrations under this section shall be valid for the calendar year in which it is issued.

(Code 2001, § 118-2; Ord. No. 08-24, § 2, 10-7-2008; Ord. No. 09-21, § 3, 9-1-2009)

Sec. 118-3. Fees.

The annual license fee for each vehicle licensed hereunder shall be as determined by resolution of the common council. Such fees may include inspection fees, late fees, and fees for expedited process. There shall be no fee for registering non-motorized vehicles for hire.

(Code 1974, § 34.03; Code 2001, § 118-3; Ord. No. 02-29, § 4, 9-3-2002; Ord. No. 06-33, § 15, 11-8-2006; Ord. No. 09-21, § 4, 9-1-2009)

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Sec. 118-4. Exemptions.

This chapter shall not apply to vehicles for hire that are:

(1) Operated on fixed routes pursuant to authority granted by state or federal government;

(2) Rented to be driven by the renter or his/her agent, commonly known as rent-a-cars;

(3) Operated solely as funeral cars;

(4) Hotel shuttle vehicles or vehicle repair courtesy shuttles; and

(5) Ambulances.

(Code 1974, § 34.04; Code 2001, § 118-4; Ord. No. 13-28, § 1, 12-17-2013)

Sec. 118-5. Insurance.

(a) *Motorized vehicles for hire.* No person shall operate a taxicab, nor shall any taxicab license be issued unless the applicant for a license deposits with the city clerk a policy or certificate of liability insurance covering all vehicles to be used for hire. The policy or certificates of liability insurance shall be issued by a company authorized to do business in the state, indemnifying the applicant in the amount of $1,000,000.00 damage caused by the operation of the vehicle. Each such insurance policy shall contain a provision that the policy may not be cancelled before the expiration of its term except upon ten days' written notice to the city.

(b) *Non-motorized vehicles for hire.* No person shall operate a non-motorized vehicle for hire, nor shall any non-motorized vehicle for hire license be issued unless the applicant for a license deposits with the city clerk a policy or certificate of liability insurance covering all vehicles to be used for hire. The policy or certificates of liability insurance shall be issued by a company authorized to do business in the state, indemnifying the applicant in the amount of $500,000.00 damage caused by the operation of the vehicle. Each such insurance policy shall contain a provision that the policy may not be cancelled before the expiration of its term except upon ten days' written notice to the city.

(Code 1974, § 34.05; Code 2001, § 118-5; Ord. No. 09-21, § 5, 9-1-2009)

Sec. 118-6. Mechanical condition.

No vehicle shall be licensed under this chapter unless the applicant presents with the application a certificate as to the good mechanical condition of the vehicle from an automobile mechanic or a garage owner. Such vehicle shall be kept in good mechanical condition at all times and shall comply with the provisions of law pertaining to the mechanical condition of vehicles.

(Code 1974, § 34.06; Code 2001, § 118-6)

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Chapter 126

BURGLAR AND FIRE ALARM SYSTEMS AND USERS

Sec. 126-1. Purpose of chapter.

The purpose of this chapter is to provide regulations applicable to private alarm systems and users. The public safety and good order require that the city's emergency services be maintained with a proper balance between prompt response to alarms and a minimization of time spent on alarms which are false or otherwise not the intended function of private security systems.

(Code 2001, § 126-1; Ord. No. 11-20, § 1, 12-20-2011)

Sec. 126-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alarm system means a device or system that emits, transmits or relays a remote or local audible, visual or electronic signal indicating an alarm condition and intended to or reasonably expected to summon police or fire services. Alarm system does not include an alarm installed on a vehicle.

Alarm user means any person, property owner, firm, partnership, corporation or governmental entity whose premises has an alarm system.

Emergency communications center means the communications center which handles the emergency phone calls and radio communications for the police and fire departments.

False alarm means any of the following:

(1) The negligent or unintentional activation of an alarm system by the owner or lessee of an alarm system or by an employee or agent of either.

(2) The activation of an alarm system by mechanical failure or malfunction because of improper maintenance of the alarm system.

(3) The activation of an alarm system because of improper installation and/or use of the equipment.

(4) The intentional activation of an alarm system where no unauthorized entry, commission of an unlawful act or fire exists.

(5) An alarm shall be presumed false if the responding police do not locate evidence of intrusion, commission of an unlawful act, or emergency on the premises that might have caused the alarm to sound. When responding police find unsecured doors or windows where there is no evidence of forced entry or other evidence of criminal intent, the alarm is presumed to be false.

(6) The term "false alarm" includes an alarm caused by power outage but shall not include alarms activated by unusually severe weather conditions or other causes which are identified by the chief of police or fire department or authorized designee to be beyond the control of the alarm user.

(Code 2001, § 126-2; Ord. No. 11-20, § 1, 12-20-2011; Ord. No. 13-17, § 15, 8-20-2013)

Sec. 126-3. Testing.

No alarm system shall be tested without first notifying the emergency communications center.

(Code 2001, § 126-3; Ord. No. 11-20, § 1, 12-20-2011)

Sec. 126-4. Installation and operation.

(a) *Alarm system standards.* All alarm systems installed within the city shall be installed and maintained in compliance with all applicable federal, state and local statutes, rules and regulations.

(b) *Emergency information.* The alarm user will provide the police department with the names and telephone

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numbers of at least two persons in addition to the user who can be reached at any time, day or night, and who are authorized to respond to an emergency signal transmitted by the automatic alarm device, and who can open the premises wherein the device is installed.

(Code 2001, § 126-4; Ord. No. 11-20, § 1, 12-20-2011)

Sec. 126-5. Prohibitions.

(a) *False alarm.* No person owning, using or possessing an alarm system or transmitting information regarding an alarm system shall cause or permit the giving of a false alarm, whether intentional, accidental or otherwise.

(b) *Prohibited devices.* No person shall use or cause or permit to be used any telephone or electronic device or attachment that automatically selects a public primary telephone trunk line of the police department, fire department or emergency communications center and then reproduces any prerecorded message to report any unlawful act, fire or other emergency.

(Code 2001, § 126-5; Ord. No. 11-20, § 1, 12-20-2011)

Sec. 126-6. False alarm fee.

(a) If the police and/or fire department responds to a false alarm, the alarm user shall pay the city a fee according to the schedule of fees for any false alarm occurring in a calendar year as determined by resolution of the common council.

(b) If the police and/or fire department is cancelled by the emergency communications center while responding to an alarm, the alarm user shall still be assessed a fee for a false alarm.

(c) Any fees payable to the city which are delinquent shall be assessed against the property involved as a special charge for current services rendered, without notice, pursuant to Wis. Stats. § 66.0627.

(Code 2001, § 126-6; Ord. No. 11-20, § 1, 12-20-2011)

Sec. 126-7. Penalties ~~for violation of chapter~~.

Any person who violates any provision of this chapter, shall, upon conviction, pay a forfeiture to the city as authorized under section 1-11, in such amount as determined by resolution of the common council.

(Code 2001, § 126-7; Ord. No. 11-20, § 1, 12-20-2011)

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Chapter 130

BICYCLES

Sec. 130-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bicycle means every device propelled by the feet acting upon pedals and having wheels, any two of which are more than 14 inches in diameter.

Dealer in bicycles means any person engaged in the sale of bicycles, retail or wholesale.

Operate (or any form of the term) means the use, putting into action, or causing to function of a bicycle by a person mounted thereon.

(Code 1974, § 37.01; Code 2001, § 130-1)

Sec. 130-2. Rules for riding and operating.

Pursuant to Wis. Stats. § 346.02, all operators of bicycles shall be subject to the provisions of state traffic laws incorporated into this Code ~~pursuant to Wis. Stats. § 340.001~~ and, in addition, shall obey the following:

(1) Every bicycle when operated upon a public roadway or trail shall be in safe mechanical condition.

(2) No bicycle shall carry a passenger unless equipped with a child seat, in which case the following conditions and regulations shall be observed:

a. The operator shall be 14 years of age or older.

b. The passenger shall be 40 pounds or less in weight.

c. The child seat shall be fastened securely to the bicycle.

d. Only one child seat shall be fastened to the bicycle, except in the case of a tandem bicycle, in which case two seats may be attached.

e. The child seat referred to means a seat manufactured and designed for the purpose of attaching to a bicycle and equipped safely to be used by children 40 pounds or less in weight.

(Code 1974, § 37.03; Code 2001, § 130-3)

Sec. 130-3. Parking bicycles.

It shall be unlawful to park along buildings in such a manner as to interfere with the movement of pedestrians, or on roadways where such parking may interfere with pedestrians or vehicle traffic or movement or with persons alighting from or entering a motor vehicle.

(Code 1974, § 37.04; Code 2001, § 130-4)

Sec. 130-4. Other provisions.

(a) *Inspection.* Any members of the police department is authorized to inspect any bicycle at any time for the purpose of making a check of the serial number, and for the purpose of determining the mechanical condition of the bicycle.

(b) *Removal of serial number or license identification.* It shall be unlawful for any person, willfully or maliciously, to remove, destroy, mutilate or alter the serial number of any bicycle, or to remove, destroy, mutilate or alter any license or registration identification issued by any law enforcement agency during the time in which the said license or registration identification is in force.

(c) *Bicycle without serial number.* It shall be unlawful for any person residing in the city or any dealer in bicycles operating in the city to purchase, receive in trade, or otherwise acquire, any bicycle from which the serial

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number on the frame has been removed, destroyed, mutilated or altered without first reporting the same to the chief of police.

(d) *Enforcement of chapter provisions.* The chief of police, or his or her designee, shall enforce the provisions of this chapter.

(Code 1974, § 37.05; Code 2001, § 130-5; Ord. No. 13-17, § 15, 8-20-2013; Ord. No. 15-01, § 9, 1-6-2015)

Sec. 130-5. Disposal of abandoned bicycles.

The common council may, pursuant to Wis. Stats. § 66.0139, dispose of bicycles abandoned in the city by donation of the same to area non-profit or governmental entities. Such donation of abandoned bicycles shall be made by resolution of the council upon such terms and conditions as the council determines.

(Code 2001, § 130-7; Ord. No. 06-22, § 1, 7-18-2006; Ord. No. 21-16, § 3, 7-20-2021)

Sec. 130-6. Penalties ~~for violation of chapter~~.

Any person who violates any provision of this chapter may be subject to forfeiture as determined by resolution of the common council.

(Code 1974, § 37.06; Code 2001, § 130-6; Ord. No. 14-20, § 1, 12-16-2014)

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Chapter 134

ROOM TAX

Sec. 134-1. Room tax.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning. The definitions in Wis. Stats. § 66.0615 are adopted by reference in this section as if fully set forth and shall apply to this section:

Customer means any person residing for a continuous period of time less than one month in a hotel, motel or furnished accommodation available to the public.

Gross receipts means, insofar as applicable, as defined in Wis. Stats. § 77.51(3) and (4)(a), (b).

Lodging marketplace means an entity that provides a platform through which an unaffiliated third party offers to rent a short-term rental to an occupant and collects the consideration for the rental from the occupant.

~~*Occupant* means a person who rents a short-term rental through a lodging marketplace.~~

~~*Owner* means the person who owns the residential dwelling that has been rented.~~

Person responsible means the sole owner of the business subject to this chapter, the partners, if a partnership owns the business subject to this chapter, the corporate president, or designated general manager or agent, if a corporation owns the business subject to this chapter.

~~*Residential dwelling* means any building, structure, or part of the building or structure, that is used or intended to be used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, to the exclusion of all others.~~

~~*Short-term rental* means a residential dwelling that is offered for rent for a fee and for fewer than 29 consecutive days~~.

(b) *Room tax imposed.*

(1) Pursuant to Wis. Stats. § 66.0615, a tax is imposed on the privilege of furnishing, at retail, rooms or lodging to customers by hotel keepers, motel operators, lodging marketplaces, owners of short-term rentals and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for the use of the accommodations. Such tax shall be at the rate of ten percent of the gross receipts from such retail furnishing of rooms or lodging. Such tax shall be collected from the customer when the customer's bill is paid and shall be paid by the person responsible to the city clerk on a monthly basis or as otherwise directed by resolution of the common council. Such tax shall not be subject to the selective sales tax imposed by Wis. Stats. § 77.52(2). The proceeds of such tax shall be remitted to, and received by, the city clerk monthly on or before the 20th day of the following month.

(2) Such tax shall be distributed as provided by resolution of the council.

(c) *Permit.* Every person furnishing rooms or lodging under subsection (b) of this section shall file with the city clerk an application for a room tax identification number for each location where such rooms or lodging is provided (lodging). Every application shall be made upon a form prescribed by the city clerk and shall set forth the name under which the applicant intends to provide lodging, location of the lodging, and such other information as the city clerk requires. The application shall be signed by the owner if residential property and, if not a residential property, by the person responsible who is authorized to act on behalf of the entity owing the lodging.

(d) *Tax number.* The city clerk shall issue to each applicant a separate number for each lodging location within the city. Such number is not assignable and is valid only for the name in which it is issued and for the collection of the room tax at the place designated therein.

(e) *Recordkeeping.* Every person liable for the tax imposed by this section shall keep or cause to be kept such records, receipts, invoices and other pertinent papers in such form as the city clerk requires.

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(f) *Notification by owner.* Every owner who rents their residential dwelling shall notify the city clerk, in writing, when the first rental within a 365-day period began.

(g) *Tourist roominghouse license.* Any person who maintains, manages or operates a short-term rental as defined herein for more than ten nights each year shall obtain a tourist roominghouse license as defined in Wis. Stats. § 97.01(15k);

(h) *Filing of returns.*

(1) *Required.* A return shall be filed with the city clerk, by each person responsible subject to subsection (b) of this section, on or before the day on which such tax is due and payable. Such return shall show the gross receipts of the preceding calendar month from such retail furnishing of rooms or lodging, and the amount of tax imposed for such period, and such other information as the city clerk deems necessary to administer this section. An annual return shall be filed within 90 days of the close of each calendar or fiscal year and shall contain certain such information as the city clerk requires to administer this section. Each return shall be signed by the person required to file a return, or an authorized agent, but need not be verified by oath. The city clerk may, for good cause, extend the time of filing any return, but not longer than 30 days from the filing date.

(2) *Failure to file.* If any person required to make a return fails, neglects or refuses to do so for the amount and in the manner, form and time prescribed in this section, the city clerk, according to his or her best judgment, shall determine the amount of the tax due the city and make a doomage assessment upon the person who fails to file and pay on a timely basis. Each person whose tax is determined by the city clerk shall pay the amount determined, plus interest at the rate of one percent per month on the unpaid balance. No refund or modification of the payment, as determined by the city clerk, may be granted until the person files a correct room tax return and permits the city clerk or an authorized agent to inspect and audit the records of the business required to be kept in subsection (e) of this section.

(3) *Late filing fee.* In addition of any other forfeiture provided in this section, whether imposed or not, a forfeiture in such amount as determined by resolution of the common council shall be imposed upon and collected from any person each time such person fails to file the return required in subsection (h)(1) of this section on a timely basis.

(i) *City clerk's right of inspection and audit.*

(1) Whenever the city clerk has probable cause to believe that the correct amount of room tax has not been assessed upon and collected from customers, or that the tax return is not correct, the city clerk may cause an inspection and audit of the financial records of any person subject to subsection (b) of this section, to determine whether or not the correct amount of room tax is assessed, collected and paid according to subsections (b) and (h) of this section.

(2) If any person subject to subsection (b) of this section, fails to comply with a request by the city clerk or an authorized agent to inspect and audit the person's financial records as in subsection (g)(1) of this section, such person shall be subject to a forfeiture in the amount of five percent of the tax due the city at the time of the audit.

(j) *Confidentiality.* Information obtained under this section shall be confidential, except the city clerk may provide information to persons using the information in the discharge of duties imposed by law, the duties of their office, such as the duties of the office of room tax commissioner, or by order of a court. The city clerk may publish statistics classified so as not to disclose the identity of particular returns. Any person who violates any provision of this subsection shall be subject to a forfeiture in such amount as determined by resolution of the common council.

(k) *Administration and payment of taxes.* This chapter shall be administered by the city clerk. The tax imposed for the month is due and payable on the 20th day of the month following the collection of the tax from the customer under subsection (b) of this section.

(l) *Failure to pay tax when due.*

(1) *Forfeitures.* In addition to the forfeitures provided in this chapter, and the tax due under this chapter, a forfeiture of 25 percent of the room tax due for the previous year under subsection (b) of this section, or

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$5,000.00, whichever is less, shall be imposed upon any person or business that allows the monthly tax imposed to be delinquent under this chapter.

(2) *Delinquent taxes.* The tax imposed by the section shall become delinquent if not paid within 30 days after the due date of the return, or within 30 days after the expiration of an extension prior if one has been granted. If a return is filed late, or there is no return filed, the due date for the taxes imposed is the due date of the return.

(3) *Security may be required.* In order to protect the revenue of the city, the city clerk shall require any person liable for the tax imposed by this section who fails to pay the tax as required in this section, to file with the city clerk, before or after the permit is issued, such security, not in excess of $5,000.00 cash or a surety bond equal to the prior month's tax, as the city clerk determines. If any taxpayer fails or refuses to place such security, the city clerk may refuse or revoke its permit. If any taxpayer is delinquent in the payment of the taxes imposed by this section, the city clerk may, upon ten days' notice after giving the taxpayer an opportunity to confer, recover the taxes, interest and penalties from the security or surety placed with the city clerk by such taxpayer. No interest shall be paid or allowed by the city to any person for the deposit of such security.

(Code 1974, § 38.01; Code 2001, § 134-1; Ord. No. 12-06, § 1, 3-20-2012; Ord. No. 13-17, § 15, 8-20-2013; Ord. No. 17-21, § 2, 11-21-2017)

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Chapter 138

PARADES

Sec. 138-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Chief of police means the chief of police of the city.

Parade means any march, ceremony, show, exhibition, pageant or procession, or similar display in or upon any street, park or other public places in the city.

Parade permit means the permit required by the city.

(Code 1974, § 39.01; Code 2001, § 138-1)

Sec. 138-2. Permit.

(a) *Required.* No person shall participate in or form any parade unless a permit has been obtained from the chief of police.

(b) *Exceptions.* This chapter shall not apply to:

(1) Funeral processions;

(2) Students going to and from school classes or participating in educational activities, provided that such conduct is under the immediate direction and supervision of the proper school authorities.

(3) A governmental agency acting within the scope of its functions.

(c) *Application process.* A person seeking a parade permit shall file application with the chief of police on the forms provided by the city.

(1) *Filing period.* An application for a parade permit shall be filed with the chief of police not less than 30 nor more than 45 days before the date on which it is proposed to conduct the parade.

(2) *Contents.* The application for a parade permit shall set forth the following information:

a. Name, address and telephone number of the person seeking to conduct the parade.

b. If a parade is proposed to be conducted for or on behalf of or by an organization, the name, address and telephone number, and headquarters of the organization and of the authorized responsible heads of such organization.

c. Name, address and telephone number of the person who will be the parade chair and who will be responsible for its conduct.

d. Date when the parade is to be conducted.

e. Route to be traveled. The starting point and termination point.

f. The approximate number of persons who and animals and vehicles which will constitute such parade and the type of animals and description of vehicles.

g. Hours such parade will start and terminate.

h. Statement as to whether the parade will occupy all or only a portion of the width of the streets proposed to be traversed.

i. Location by streets of any assembly areas for such parade.

j. Time at which the units of the parade will begin to assemble and any such assembly area.

k. The interval of space to be maintained between the units in the parade.

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l. If the parade is designed to be held by, and on behalf of, or for any person other than the applicant, the applicant for such permit shall file with the chief of police a communication in writing from the person proposing to hold the parade, authorizing the applicant to apply for the permit as an agent.

m. Any additional information which the chief of police finds reasonable and necessary for a fair determination of whether a permit should be issued.

(3) *Late application.* The chief of police, where good cause is shown, may consider an application which is filed less than 30 days before the date of such parade.

(4) *Fee.* No permit fee shall be required.

(d) *Standards for issuance.* In determining whether to issue a permit, the chief of police shall consider the following factors based on the representations in the application and any other information relevant to the conduct of the parade:

(1) *Traffic congestion.* The conduct of the parade will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route.

(2) *Police resources.* The conduct of the parade will not require the diversion of so great a number of police officers of the city to properly protect the line of movement in the areas contiguous thereto as to prevent normal police protection to the city.

(3) *Emergency medical services.* The conduct of the parade will not require the diversion of so great a number of ambulances as to prevent normal ambulance service to portions of the city other than that to be occupied by the proposed line of the march and contiguous areas.

(4) *Police and fire protection generally.* The concentration of persons, animals and vehicles at assembly points of the parade will not unduly interfere with the proper fire and police protection of areas contiguous to the assembly areas.

(5) *Firefighting.* The conduct of the parade will not interfere with the movement of firefighting equipment en route to a fire.

(6) *Time and location.* The time and location of the parade and the manner of its conduct is not of the type likely to disturb the reasonable and orderly repose of the citizens of the city nor to unreasonably create a disturbance.

(7) *Delay en route.* The parade is scheduled to move from its point or origin to its point of termination as expeditiously and without unreasonable delays en route.

(8) *Conditions.* The chief the police may approve a parade permit, subject to conditions which will satisfy any of the above-listed concerns.

(e) *Rejection of application.*

(1) The chief of police shall act upon the application for a parade permit within three days after its filing. If the chief of police disapproves of the application, a notice of such action stating the reasons for the denial of the permit shall be mailed to the applicant within five days after the date upon which the application was filed.

(2) Any person aggrieved by the chief of police's rejection of a permit may appeal the denial to the common council. The appeal shall be taken at the next regular meeting of the common council, and the common council shall give the applicant an opportunity to be heard and the police chief an opportunity to state the rationale for the denial.

(f) *Issuance.*

(1) *Copies to city officials.* Immediately upon the issuance of a parade permit, the chief of police shall send a copy to the mayor, fire chief, director of public works and the general manager or responsible head of any transportation utility which may be affected by the route of the proposed parade.

(2) *Contents.* Each parade permit shall state the following:

a. Starting time.

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b. Minimum speed.

c. Maximum speed.

d. Minimum interval of space to be maintained between the units in the parade.

e. Portions of the street to be traversed that may be occupied by the parade.

f. Maximum length of the parade and miles or fractions thereof.

g. Such other information as the chief of police shall find necessary to the enforcement of this section, including any conditions imposed on the permit.

(3) *Duties of permittee.* Permittees under this chapter shall comply with all permit directions and conditions and all applicable laws and ordinances.

(4) *Possession.* The parade chair or other person heading or leading such activities shall carry the parade permit upon his or her person during the conduct of the parade.

(Code 1974, §§ 39.02—39.07; Code 2001, § 138-2; Ord. No. 13-17, § 15, 8-20-2013)

Sec. 138-3. Public conduct during parade.

(a) *Interference.* No person shall unreasonably hamper, obstruct or impede, or interfere with any parade assembly or with any person, vehicle or animal participating or used in a parade.

(b) *Driving through parade.* No driver of a vehicle shall drive between the vehicles or persons comprising a parade when the vehicles or persons are in motion and are conspicuously designated as a parade.

(c) *Parking on parade route.* The chief of police may prohibit or restrict the parking of vehicles along a highway or part of a highway constituting a part of the route of a parade. The chief of police shall post signs to that effect, and no person shall park or leave unattended any vehicle in violation of such restriction. No person shall be liable for parking on a street unposted in violation of this section.

(Code 1974, § 39.08; Code 2001, § 138-3)

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Chapter 146

NOISE CONTROL

(RESERVED)

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Chapters 147--149

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Chapter 150

TRAFFIC AND VEHICLES

Sec. 150-1. Provisions of state law adopted by reference.

(a) *Traffic forfeiture laws adopted.* Except as otherwise specifically provided in this chapter, the statutory provisions of Wis. Stats. chs. 194 and 340 through 350, including all administrative regulations adopted thereunder, describing and defining regulations with respect to vehicles and traffic, exclusive of any regulations for which the statutory penalty is a fine or term of imprisonment, are adopted by reference and made a part of this Code as if fully set forth in this section. Any act required to be performed or prohibited by any statute incorporated in this section by reference is required or prohibited by this chapter. Any future amendments, revisions or modifications of the statutes incorporated in this section are intended to be made a part of this Code in order to secure uniform statewide regulations of traffic on the highways, streets and alleys of the state.

(b) *Other laws adopted.* Wis. Stats. § 941.01(1), negligent operation of vehicle off highway, is also adopted by reference but the prosecution of violations of that section shall be as provided in Wis. Stats. chs. 340—350 and the penalty for violation shall be limited to a forfeiture as provided in this chapter.

~~There is also adopted by reference the following provisions of the state statutes, but the prosecution of such offenses under this chapter shall be as provided in Wis. Stats. chs. 340—350 and the penalty for violation of such provisions shall be limited to a forfeiture as provided in this chapter:~~

~~Wis. Stats. § 941.01(1), negligent operation of vehicle off highway;~~

~~Wis. Stats. § 346.935, intoxicants in motor vehicles 947.045, drinking in motor vehicles on highway.~~

(Code 1974, § 43.01; Code 2001, § 150-1; Ord. No. 17-18, § 1, 10-17-2017)

Sec. 150-2. Enforcement of chapter provisions.

(a) *State law.* This chapter shall be enforced in accordance with the provisions of Wis. Stats. §§ 345.20 through 345.59.

(b) *Stipulation of guilt or no contest.* Stipulations of guilt or no contest may be made by persons arrested for violations of this chapter in accordance with Wis. Stats. § 345.26. Stipulations shall conform to the form contained on the uniform traffic citation and complaint under Wis. Stats. § 345.11. Stipulations may be accepted by the police department.

(c) *Authorized traffic officers.* For the purposes of directing vehicular and pedestrian traffic on public or private property or in the right-of-way areas of the city, and for the purposes of parking enforcement, duly appointed community service officers are hereby designated as "traffic officers" within the meaning of Wis. Stats. §§ 340.01(70) and 346.04 and are hereby authorized to direct and control vehicular and pedestrian traffic as and to enforce parking regulations as assigned through the city police department.

(Code 1974, § 43.02; Code 2001, § 150-2; Ord. No. 09-20, § 1, 8-18-2009)

Sec. 150-3. Penalties ~~for violation of chapter~~.

(a) *Forfeiture and costs.* The penalty for violation of any provision of this chapter shall be a forfeiture as provided in this section, together with the cost of prosecution imposed as provided in Wis. Stats. §§ 345.20 through 345.53.

(b) *Uniform offenses.* Forfeitures for violation of any provision of Wis. Stats. chs. 341 through 348, adopted by reference in section 150-1, shall conform to forfeitures for violation of the comparable state offense, including any variations or increases for second offenses.

(c) *Special local regulations.* The forfeiture for violations of this chapter, other than adopted provisions of the state code or parking offenses, shall be not less than $10.00 nor more than $400.00 for the first offense, and not less than $25.00 nor more than $400.00 for the second offense.

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(d) *Miscellaneous.* The forfeiture for a violation of Wis. Stats. §§ 941.01(1) or 346.935 ~~947.045~~ shall be not less than $50.00 nor more than $500.00.

(e) *Parking.*

(1) *Penalty.* The penalty for violation of the parking regulations as set forth in this chapter or as provided by Wis. Stats. §§ 346.50 through 346.55 or any authorized temporary regulation, shall be as follows:

a. As provided by Wis. Stats. § 346.56 for violations of Wis. Stats. §§ 346.50 through 346.55.

b. As determined by resolution of the common council for violations of the following:

1. Overnight parking (section 150-22(2)).

2. Handicap parking (Wis. Stats. § 346.505).

3. Posted/regulated parking (section 150-22(7)).

(2) *Increased penalty.* The resolution of the common council authorized under subsection (e)(1)b of this section regarding penalties for violations shall include increased penalties to account for administrative costs incurred for any the citation that is not paid or contested on or before the tenth day after the incident resulting in the citation.

(3) *Notice.* If the citation is not contested as provided in this section and no payment is received by the city police department, the department shall send two notices by first class mail to the registered owner of the vehicle informing such owner of the date of issuance of the citation, the license number of the vehicle involved, the place the citation may be paid, the method by which the citation may be contested, the date by which the person must pay or contest the citation to avoid further action by the city, and the specific action which the city is authorized to take upon failure to pay or contest the citation. The two notices shall be sent within 28 days of each other.

(4) *Contesting citation.* If a person wishes to contest a parking citation, such request shall be made to the police department within 28 days of the violation. Such person shall be given an initial appearance date and the court shall thereafter schedule the matter for trial. Upon conviction, the court may impose court costs and other appropriate assessments in addition to the amount of the forfeiture.

(5) *Traffic violation or vehicle registration program for non-payment.* The city police department and court are authorized to enforce the collection of traffic forfeitures or nonappearance therefor in accordance with Wis. Stats. § 345.28, and the traffic violation or registration program established by Wis. Stats. § 85.13. If citations are processed under Wis. Stats. § 345.28, any fees required by the state for use of such program shall be added to the original or increased citation amount and collected from the violator in the same manner as the penalties provided in this chapter.

(f) *Speed.* The provisions of Wis. Stats. § 346.60 shall apply to adjudications of violations of this chapter.

(g) *Schedule.* The city municipal court is directed to follow the bond and penalty schedule set forth in the Uniform State Traffic Deposit Schedule as updated from time to time, which schedule is incorporated by reference in this subsection and made a part of this section.

(Code 1974, § 43.03; Code 2001, § 150-3; Ord. No. 02-07, §§ 1, 3-19-2002; Ord. No. 04-12, §§ 1, 2, 5-4-2004; Ord. No. 04-33, § 2, 12-21-2004; Ord. No. 16-02, § 1, 1-5-2016)

Sec. 150-4. Disorderly conduct with a motor vehicle.

(a) The term "disorderly conduct with a motor vehicle" means engaging in violent, unreasonably loud or otherwise disorderly conduct, including, but not limited to, unnecessary, deliberate or intentional spinning of wheels, squealing of tires, revving of engine, blowing the horn, causing the engine to backfire, or causing the vehicle, while commencing to move or in motion, to raise one or more wheels off the ground. This section shall not apply to fire trucks or fire equipment.

(b) No person shall, within the city, by or through the use of any motor vehicle, including, but not limited to, an automobile, truck, motorcycle, minibike or snowmobile, cause or provoke disorderly conduct with a motor vehicle.

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(Code 1974, § 43.04; Code 2001, § 150-4; Ord. No. 02-32, § 1, 10-15-2002; Ord. No. 19-29, § 1, 12-17-2019)

Sec. 150-5. Use of school bus warning lights required.

(a) *Duty of school bus operators.* The operator of any school bus shall use the school bus flashing red warning lights when pupils or other authorized passengers are to be loaded or unloaded in any residential or business district in the city at a location or intersection at which there are no traffic control signals. Such flashing red warning lights shall be activated at least 100 feet prior to stopping for the purposes of loading and unloading and shall continue to be activated until such persons cross the street or highway before being loaded or after being unloaded.

(b) *Other vehicles to stop.* The operator of a vehicle which approaches from the front or rear of any school bus which is stopped on a street or highway and is displaying flashing red warning lights shall stop the vehicle not less than 20 feet from the bus and shall remain stopped until the bus resumes motion or the operator extinguishes the flashing red warning lights. This subsection shall not apply to operators of vehicles proceeding in the opposite direction on a divided street or highway.

(Code 1974, § 43.05; Code 2001, § 150-5)

Sec. 150-6. Operation of vehicles on sidewalks.

(a) *Prohibited operation generally.* No person shall operate any vehicle on any sidewalk in the city except play vehicles and bicycles as defined in subsection (b) of this section, and, provided that the operator when approaching any pedestrian, shall yield the right-of-way to such pedestrian.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Bicycle means, as set forth in Wis. Stats. § 340.01(5), every device propelled by feet acting upon pedals and having wheels, any two of which are not less than 14 inches in diameter.

Miniature motorized vehicle means any battery-operated vehicle capable of self-propelled speeds no greater than five miles per hour designed and intended for use by individuals weighing not more than 90 pounds. Miniature motorized vehicles shall be considered play vehicles for the purposes of subsections (a) and (c) of this section.

Motor vehicle means, as set forth in Wis. Stats. § 340.01(35), ~~any vehicle which is self-propelled~~ a vehicle, including a combination of two or more vehicles or an articulated vehicle, which is self-propelled, except a vehicle operated exclusively on a rail. The term "motor vehicle" includes, without limitation, a commercial motor vehicle or a vehicle which is propelled by electric power obtained from overhead trolley wires but not operated on rails. A snowmobile, an all-terrain vehicle, a utility terrain vehicle, an electric scooter, and an electric personal assistive mobility device shall be considered motor vehicles only for the purposes made specifically applicable by statute. The term "motor vehicle" does not include an electric bicycle.

Play vehicle means, as set forth in Wis. Stats. § 340.01(43m), a coaster, skateboard, roller skates (including in-line skates), sled, toboggan, unicycle, motorized scooter or toy vehicle upon which a person may ride.

Sidewalk means any walk, walkway path, or similar way constructed for use of pedestrians.

(c) *Play vehicles prohibited on certain sidewalks.* The operation of play vehicles is prohibited on any sidewalk located upon the following public streets or public areas:

(1) The extension of Voyageur Park lying south of James Street and west of North Front Street.

(2) Front Street between the Claude Allouez Bridge and William Street.

(3) Broadway, North and South, between Chicago Street and Cass Street.

(4) Wisconsin Street, North and South, between Charles Street and Cass Street.

(5) Michigan Street, North and South, between Charles Street and James Street.

(6) Charles Street between Wisconsin Street and North Broadway.

(7) George Street between Erie Street and the Claude Allouez Bridge.

(8) James Street between Front Street and Michigan Street.

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(9) William Street between Front Street and Wisconsin Street.

(10) Cass Street between Front Street and North Broadway.

(11) Pedestrian mall north of James Street lying between North Broadway and Wisconsin Street.

(12) The northerly sidewalk of the Claude Allouez Bridge.

(13) Main Avenue between the Claude Allouez Bridge and Sixth Street.

(14) Reid Street between Third Street and Sixth Street.

(15) Third Street, west side, between Reid Street and Main Avenue.

(16) Fourth Street between Reid Street and the alley lying north of Main Avenue.

(17) Fifth Street between Reid Street and the alley lying north of Main Avenue.

(18) Sixth Street between Reid Street and Fort Howard Avenue.

(19) Any pedestrian walk located within any city-owned parking facility.

(20) The Riverwalk, Wildlife Viewing and Fishing Piers.

(d) *Bicycles prohibited on sidewalks.* No person shall operate a bicycle on any sidewalk located on the following public streets or public areas: The Riverwalk, Wildlife Viewing and Fishing Piers.

(e) *Motor vehicles prohibited on sidewalk.* No person shall operate a motor vehicle on any publicly owned sidewalk or parking lot except that miniature motorized vehicles may be operated within those areas where play vehicles are permitted, but only where such operation is directly accompanied by and under the direct supervision of a parent or adult.

(f) *Regulation of motorized scooters.*

(1) *Defined.* The term "motorized scooter" means a play vehicle under Wis. Stats. § 340.01(43m). The term "motorized scooter" also means a play vehicle consisting of a long footboard between two tandem wheels with an upright steering column, propelled by a low powered motor. A motor scooter under this section does not meet the federal safety standards for operation upon a highway. A motorized scooter shall not include a vehicle that can be legally registered by the state and operated on a highway, or a device defined as an electric personal assistive mobility device under Wis. Stats. § 340.01(15pm).

(2) *Operating motorized scooters.* Operation of a motorized scooter is hereby permitted only on a sidewalk in residential areas, except that no person shall operate a motorized scooter in any of the following areas:

a. On any street or highway;

b. On any sidewalk located on the Claude Allouez Bridge for the entire length of the bridge;

c. In any public parking lot;

d. On private property, unless permission has been received from the owner, lessee, or person in charge of such property;

e. On any public step, railing, wall, or any appurtenance to a public way;

f. On the Fox River Trail, the East River Trail, in The Preserve, or in any public park;

(3) *Right-of-way.* A person riding a motorized scooter upon a sidewalk or such other area, as is allowed herein, shall yield the right-of-way at all times to any pedestrian, shall exercise due care and shall give an audible signal before overtaking or passing any bicycle, pedestrian, or electric personal assistive mobility device proceeding in the same direction.

(4) *Other regulations.* Whenever a motorized scooter is operated on a permitted sidewalk, the following shall apply:

a. No motorized scooter may be used to carry or transport more persons at one time than the number for which it is designed;

b. No person operating a motorized scooter shall operate it in such a manner which prevents the

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operator from keeping at least one hand upon the handlebars at all times;

c. No motorized scooter nor any person operating a motorized scooter shall attach himself, herself, or the motorized scooter to any other motorized scooter, bicycle, or motor vehicle.

(5) *Prohibited where bicycles are prohibited.* Any area wherein bicycles are prohibited by official sign shall apply to motorized scooters.

(6) *Parent/guardian responsibility.* Pursuant to Wis. Stats. § 346.77, no parent or guardian shall authorize or knowingly permit a child operating a motorized scooter to violate any provisions of this chapter.

(g) *Exceptions.* These provisions do not apply to a person with a disability that limits or impairs the ability to walk as defined in Wis. Stats. § 340.01(43g).

(Code 1974, § 43.06; Code 2001, § 150-6; Ord. No. 03-29, §§ 1, 2, 11-4-2003; Ord. No. 07-30, § 6, 10-16-2007; Ord. No. 12-23, § 1, 9-4-2012)

Sec. 150-7. In-line skating regulations.

(a) Every person riding upon a roadway or highway in the city has, pursuant to Wis. Stats. ch. 346, all the rights and is subject to all the duties of such chapter which are applicable to an operator of a vehicle, except those provisions which by their express terms apply only to motor vehicles, or which, by their very terms, would have no application to in-line skating.

(b) Specifically, but without limitation because of reference, persons in-line skating upon a roadway or highway shall do so on the righthand lane as close as practicable to the righthand curb of the roadway unless overtaking or passing another vehicle proceeding in the same direction or unless preparing for a lefthand turn at an intersection, or into a private road or driveway.

(Code 2001, § 150-7; Ord. No. 99-19, § 1(43.125), 8-7-1999)

Sec. 150-8. Railroad regulations.

(a) *Railroad cars blocking streets.* No person having charge of any railroad car, engine or tender, or any railroad in the city shall permit any railroad car, engine or tender under their control or charge to operate, stand or remain in any street crossing in the city, or across or in front of any bridge belonging to the city so as to obstruct the free passage of traffic along such street or bridge and across such railroad track more than five minutes at any one time.

(b) *No whistles at street crossings.* It shall be unlawful for any railroad company, railroad employee or any locomotive engineer to blow any locomotive whistle within the city limits unless necessary to prevent immediate danger to life or property. This prohibition shall not apply to railroad crossings within the city which are not covered by the city's quiet zone as approved by the Federal Railroad Administration.

(Code 2001, § 150-8; Ord. No. 09-13, § 1, 7-21-2009)

Sec. 150-9. Removal of certain motor vehicles authorized; procedure.

(a) *Authority to tow.* Notwithstanding the provisions of Wis. Stats. § 342.40, and any other provision of this Code, whenever a traffic officer finds a motor vehicle upon any street, alley, private property or parking facility which is so situated as to constitute an emergency under subsection (b) of this section or situated in a parking facility or on private property in violation of subsection (c) of this section, such officer is authorized to order the towing and removal of such vehicle under the provisions listed in subsection (d) of this section.

(b) *Emergency situation.* A traffic officer may exercise the authority under subsection (a) of this section whenever a motor vehicle is parked:

(1) In such a manner as to impede the free flow of traffic on any street or so as to constitute a traffic hazard.

(2) In a posted tow-away zone.

(3) In an emergency snow removal zone.

(4) In such a manner as to block ingress and egress to any parking facility or private drive.

(5) In any manner so as to obstruct the movement of any emergency vehicle.

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(6) In such a manner as to impede access to any emergency or fire safety equipment.

(c) *Towing on private property or parking facility; nonemergency situation.* Whenever a motor vehicle is parked in a parking facility contrary to a no parking sign or in a space reserved for another use or individual, or whenever a motor vehicle is parked on private property which is not otherwise open for use by the general public against the consent of the person in ownership or control over such property, the officer may exercise the authority under subsection (a) of this section upon obtaining a written complaint from the owner or person in control of the parking facility or private property stating a violation of this section.

(d) *Traffic officer procedures.* Whenever an officer chooses to exercise the authority under subsection (a) of this section, the officer must:

(1) Make a reasonable effort under the circumstances to contact the owner or person in control of such vehicle.

(2) Complete a municipal court citation in the name of the registered owner of such vehicle and attach a copy of that citation to the vehicle.

(3) Immediately after towing such vehicle or as soon thereafter as is reasonably possible, the traffic officer shall effectuate service of the municipal court citation upon the registered owner of such vehicle in any manner permitted by statute and shall also inform the owner:

a. Of the location of the vehicle.

b. Of the right to regain possession of the motor vehicle upon payment of reasonable storage and towing fees.

c. Of the right of the owner to challenge the reasonableness of the grounds for towing at the return date listed on the municipal court citation.

(e) *Authority to require removal of vehicle.* Whenever any traffic officer shall find a vehicle standing upon a street, in a parking facility, or on private property in violation of the provisions of this section, the officer is authorized to require the operator in charge to move such vehicle to the position permitted under this chapter.

(f) *Stolen vehicles; vehicles involved in violation of traffic law.* If any traffic officer shall have good reason to believe that any vehicle found on the street is a stolen vehicle or if the owner or person in charge of a vehicle which has been involved in a violation of any traffic regulation of the city cannot be ascertained, the traffic officer may impound such vehicle as provided in this section.

(g) *Release of impounded vehicles.* Any motor vehicle impounded under this subsection shall be released to the registered owner of such vehicle upon payment of a reasonable towing and storage fee.

(h) *Penalty for violation of section.* If a traffic officer exercises authority under this section, in addition to the payment of reasonable towing and storage fees, the forfeiture for a parking violation necessitating towing under this section shall be subject to such forfeiture as determined by resolution of the common council, plus costs.

(Code 1974, § 43.08; Code 2001, § 150-9; Ord. No. 14-20, § 1, 12-16-2014)

Sec. 150-10. Traffic emergencies.

The chief of police, after consultation with the mayor and director of public works, is empowered, during periods of emergency, to declare a state of public emergency and declare temporary traffic regulations to cover such emergency or special condition, such temporary regulations to be enforced by the chief of police. The declaration of such emergency and temporary traffic regulations may be made by newspaper, radio, placards or signs in the area designated or by other appropriate or convenient means. Such temporary traffic regulations may prohibit or restrict parking on designated streets or sides of streets for designated periods of time to facilitate snow removal. The city may cause any vehicle parked in violation of such temporary regulations to be removed at the expense of the owner of such vehicle.

(Code 1974, § 43.09; Code 2001, § 150-10)

Sec. 150-11. Erection of official traffic signs and signals.

The street superintendent shall procure, erect and maintain appropriate standard traffic signs, signals and

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markings conforming to the rules of the state highway division giving notice of the provisions of this chapter which require signs to be enforceable as required by state law. Signs shall also be erected in such locations and manner as authorized by the common council to give adequate warning to users of the street, alley or highway.

(Code 1974, § 43.10; Code 2001, § 150-11)

Sec. 150-12. Removal of unofficial signs and signals.

The street superintendent shall have the authority granted by Wis. Stats. § 349.09, and is hereby directed, to order the removal of a sign, signal, marking or device placed, maintained or displayed in violation of this chapter or Wis. Stats. § 346.41. Any charge imposed on a premises for removal of such an illegal sign, signal or device shall be reported to the common council at its next regular meeting for review and certification.

(Code 1974, § 43.11; Code 2001, § 150-12)

Sec. 150-13. Snowmobile and minibike regulations.

(a) *Definitions.* The provisions of Wis. Stats. § 350.01, relating to definitions regarding snowmobiles, including the reference to other sections of the state statutes, are adopted and made a part of this section by reference as if fully set forth in this section. The term "minibike," for the purpose of enforcement of this section, shall be any motor-driven cycle not equipped pursuant to Wis. Stats. §§ 347.485 through 347.487, and not registered pursuant to Wis. Stats. ch. 341.

(b) *Operation of snowmobiles and minibikes.* No person shall operate a snowmobile or minibike within the city without permission of the common council on any of the following property:

(1) Any public street or alleyway, excepting the driving directly across such street or alleyway at an angle as close to 90 degrees thereto as possible, and then only after stopping and yielding the right-of-way to all vehicles approaching on such street or alleyway.

(2) Any public sidewalk or parkway.

(3) Any public park, including the county fairgrounds.

(4) Any public parking lot or mall.

(5) Any public property.

(c) *Operation on private premises.* No person shall operate a snowmobile or minibike on any private property within the city not owned or controlled by such operator without the express consent and permission of the owner of such property.

(d) *Operator age regulations.*

(1) No person 12 years of age or younger shall operate a snowmobile within the city unless accompanied on the vehicle by a person 18 years of age or older.

(2) No person under the age of 16 years shall drive a snowmobile or minibike across any street or alleyway within the city unless accompanied by a person 18 years of age or older.

(3) No person under the age of 17 years shall operate a snowmobile or minibike within the city between the hours of 10:00 p.m. and 7:00 a.m.

(e) *Equipment during darkness.* No person shall operate a snowmobile or minibike during the hours of darkness if such vehicle is not equipped with a continuously lighted headlight and taillight.

(f) *Miscellaneous prohibitions.* No person shall operate a snowmobile or minibike in the following manner:

(1) At a rate of speed that is unreasonable or improper under the circumstances.

(2) In any careless way so as to endanger the operator, any other person, or any property of another.

(3) While under the influence of intoxicating liquor, fermented malt beverages, narcotics or other drugs.

(4) In such a way that the exhaust of the motor makes excessive smoke or excessive and unusual noise.

(5) Without a functioning or sufficient muffler.

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(6) On the private property of another without the consent of the owner or lessee. Failure to post private property does not imply consent for snowmobile use. Any other motor-driven craft or vehicle principally manufactured for off highway use shall at all times have the consent of the owner before operation of such craft or vehicle on private lands.

(7) Between the hours of 10:30 p.m. and 7:00 a.m. when within 150 feet of a dwelling at a rate of speed exceeding ten miles per hour.

(8) In any forest nursery, planting area or on public lands posted or reasonably identified as an area of forest or plant reproduction when growing stock may be damaged.

(9) On the frozen surface of public waters within 100 feet of a person not in or upon a vehicle or within 100 feet of a fishing shanty unless operated at a speed of ten miles per hour or less.

(10) On a slide, ski or skating area except for the purpose of serving the area, crossing at places where marked, or after stopping and yielding the right-of-way.

(11) On or across a cemetery, burial ground, school or church property without the consent of the owner.

(g) *Owner responsibility.* No owner or other person having charge or control of a snowmobile or minibike shall knowingly authorize or permit any person to operate or use a snowmobile or minibike in violation of this section or authorize or permit any person to operate or use such a vehicle when such person is reasonably likely to endanger the person or property of another because of his or her incapacity by reason of age, physical or mental disability or impairment.

(h) *State statutes incorporated by reference.* Any provision of Wis. Stats. §§ 350.02 through 350.19 not previously specifically set forth in this section, describing and defining regulations with respect to snowmobiles and their operation for which the penalty is a forfeiture, including penalties to be imposed and procedure for prosecution, is hereby adopted by reference and made a part of this chapter as if fully set forth in this section. Any acts required to be performed or prohibited by any statute incorporated in this section by reference is required or prohibited by this chapter.

(Code 1974, § 43.12; Code 2001, § 150-13; Ord. No. 13-17, § 15, 8-20-2013)

Sec. 150-14. Parking in parkways, building setbacks and property dedicated to public.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Corner side yard setback area means that portion of the yard extending from the inside line of the city sidewalk to the side of a building or the side yard setback established for building purposes pursuant to the zoning ordinance.

Driveway means that area within the setback line on approximately a right angle to the street which is used to convey a motor vehicle in the most direct manner to a parking area or garage.

Front setback area means the front yard area extending from inside the city sidewalk line to the front corner of a building or the front yard setback established for building purposes pursuant to the zoning ordinance.

Parkway means that portion of city property extending between the curb line of the street and the edge of the sidewalk farthest from the centerline of the street.

Vehicle means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway.

(b) *Parking in parkways.* No vehicle shall be parked in any unpaved parkways (areas of city right-of-way lying beyond the traveled portion of any street). Parking of vehicles upon the paved portion of any parkway is prohibited between the hours of 2:00 a.m. and 6:00 a.m. No unpaved parkway area shall be paved except driveway aprons in new construction areas after the effective date of February 17, 1981, except upon the express permission of the city upon application to the traffic and parking committee.

(c) *Parking in setback areas.* No vehicle shall be parked in front or corner side yard setback areas adjoining a public street except within those areas in a permanent driveway constructed in accordance with section 14.55(8), provided such parking is done in a manner not in conflict with other provisions of this Code.

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(d) *Parking on property dedicated for public use.* No person shall park a vehicle on any property dedicated for public use, including property dedicated for street or alley purposes appearing on the official street map, whether such property is opened by the city or not, unless the city has provided a surface to allow for travel or has designated an area for public parking. No person shall park any trailer, camper, or other property capable of being towed, which is not attached to a motor vehicle, in or on any area designated for public parking.

(Code 1974, § 43.13; Code 2001, § 150-14; Ord. No. 03-21, § 2, 9-2-2003; Ord. No. 04-03, § 1, 1-20-2004)

Sec. 150-15. Heavy traffic route.

(a) *Restriction on use of streets by heavy traffic.* No heavy traffic shall be operated or moved on any highway, street or alley not designated as part of the heavy truck route in subsection (b) of this section, except for the purpose of obtaining orders for supplies or moving or delivering supplies or commodities to or from any place of business or residence which has an entrance on such highway, street or alley. For the purposes of this section, the term "heavy traffic" is defined as all vehicles not operating completely on pneumatic tires and all vehicles or combination of vehicles, other than motor buses, designed or used for transporting property of any nature and having a gross weight of 9,500 pounds, except that for the purposes of defining the term "heavy traffic" as the same relates to County Trunk Highway "G" (Chicago Street from east city limits to Webster Avenue and Webster Avenue from Chicago Street to George Street) and also the alley located north of Main Avenue between North Fourth Street and North Fifth Street, the gross weight shall be 19,000 pounds. This subsection shall not prohibit heavy traffic on a route authorized by a parade permit validly issued pursuant to this Code.

(b) *Designated heavy truck route.* The following highways or streets are designated as a heavy traffic route:

(1) North and South Broadway Street.

(2) Lawrence Drive from Main Avenue to Fortune Avenue.

(3) Red Maple Road.

(4) All county trunk highways within the city's boundaries.

(5) American Boulevard.

(6) Fortune Avenue.

(7) Venture Avenue.

(8) East Matthew Drive.

(9) West Matthew Drive.

(10) Suburban Drive south of Scheuring Road.

(11) Heritage Road.

(12) Enterprise Drive, North and South.

(13) Millennium Drive.

(14) Commerce Drive.

(15) O'Keefe Road from Enterprise Drive to County Trunk Highway PP.

(16) Destiny Drive.

(17) Profit Place.

(18) USH 41 Frontage Road from south city limits to Southbridge Road.

(19) Southbridge Road from USH 41 Frontage Road to American Boulevard.

(20) Innovation Court.

(21) Prosper Street.

(22) All state highways within the city's boundaries.

(23) Richco Road.

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(24) Rockland Road from STH 32/57 to CTH PP.

Each of the foregoing streets and highways are subject to the weight limitations for class A highways as set forth in Wis. Stats. ch. 348, when vehicles are being legally-operated or moved thereon in accordance with the exception to the prohibition against heavy traffic as set forth in subsection (a) of this section.

(c) *Class B highways designated.* All streets, highways and alleys, except those set forth in subsection (b) of this section, are hereby designated Class B highways and subject to the weight limitations imposed by Wis. Stats. § 348.16, when vehicles are operated or moved thereon pursuant to the exception to the prohibition against heavy traffic as set forth in subsection (a) of this section.

(d) *Special or seasonal weight limitations.* Pursuant to the authority of Wis. Stats. § 349.16, the common council hereby designates the director of public works as the officer in charge of maintenance of streets and highways in the city and authorizes such director, when necessary, to impose special weight limitations on any highway or street or its portion within the city which, because of the weakness of the roadbed due to deterioration or climatic conditions or other special or temporary condition, including, but not limited to, damage to street caused by heavy volumes of truck traffic or damage to streets not completely constructed, would likely be seriously damaged or destroyed in the absence of such special limitations. The director of public works shall, upon making determinations to impose special weight limitations in accordance herewith, erect signs on or along the highways or streets on which it is desired to impose the limitation sufficient to give reasonable notice that a special weight limitation is in effect and the nature of that limitation. All weight limitation signs and their erection shall comply with the rules of the state department of transportation.

(e) *Vehicles exempt.* This section shall not apply to vehicles owned by federal or state governments, school districts or political subdivisions thereof when engaged in official functions.

(Code 1974, § 43.15; Code 2001, § 150-15; Ord. No. 00-19, § 1, 9-5-2000; Ord. No. 02-33, § 3, 10-15-2002; Ord. No. 05-18, § 1, 5-17-2005; Ord. No. 14-16, §§ 1, 2, 11-18-2014; Ord. No. 16-24, § 1, 10-18-2016; Ord. No. 19-09, § 1, 4-16-2019; Ord. No. 22-07, § 1, 9-20-2022)

Sec. 150-16. Speed limits.

Under the authority of Wis. Stats. § 349.11, and upon the basis of engineering and traffic investigations and subject to approval by the division of highways, state department of transportation, where such approval is required, the common council modifies certain statutory speed limits for vehicles and determines and declares that the speed limits set forth in Schedule A, found in section 150-23, are reasonable and safe speed limits and shall be effective when appropriate signs giving notice of such speed limits have been erected.

(Code 1974, § 43.16; Code 2001, § 150-16)

Sec. 150-17. Stop intersections; right turn no stop.

(a) The intersections designated in Schedule B, found in section 150-23, are hereby declared to be stop intersections. When stop signs are erected, giving notice thereof, every operator of a vehicle approaching a stop sign at any such intersection shall stop as required by law.

(b) Vehicles will be allowed to make a right turn without stopping at the locations designated in the schedule as "right turn no stop."

(Code 1974, § 43.17; Code 2001, § 150-17)

Sec. 150-18. Yield right-of-way intersections.

The intersections designated in Schedule C, found in section 150-23, are hereby declared to be yield right-of-way intersections. The operator of a vehicle, when approaching an intersection designated as a yield right-of-way intersection, shall yield the right-of-way as required by law.

(Code 1974, § 43.18; Code 2001, § 150-18)

Sec. 150-19. One-way traffic.

When appropriate signs are erected indicating the direction traffic shall move on the streets designated in Schedule D, found in section 150-23, the operator of a vehicle shall travel only in the direction indicated in the

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schedule.

(Code 1974, § 43.19; Code 2001, § 150-19)

Sec. 150-20. Traffic signals; no turn on red.

The intersections designated in Schedule E, found in section 150-23, are hereby declared to be traffic signal controlled intersections. The normal operation cycles and flashing amber/red indications shall be the hours indicated. Vehicles will not be allowed to turn on red at the locations designated in the schedule as "no turn on red."

(Code 1974, § 43.20; Code 2001, § 150-20)

Sec. 150-21. Turning and lane designation.

The turning movements and lane designations designated in Schedule F, found in section 150-23, are hereby declared to be restrictive turning movements and lane designations. When regulatory signs are erected giving notice, every operator of a vehicle shall utilize the designated lanes and follow the indicated turning movements.

(Code 1974, § 43.21; Code 2001, § 150-21)

Sec. 150-22. Parking sign and related regulations.

When signs are erected giving notice of regulation, limitation or prohibition of parking, no person shall park a vehicle in violation of such regulation, limitation or prohibition.

(1) *Parking within designated space.* Where parking is allowed and parking spaces are marked upon the surface, all vehicles shall park within the marked spaces except vehicles that are longer than the spaces.

(2) *Overnight parking.*

a. *General rule.* Except as provided herein, no person shall permit any trailer, camper or other property capable of being towed, or any motor vehicle licensed in their name or under their use or custody to be parked upon any street, alleyway, parking mall, public parking lot or other public off-street parking area, between the hours of 2:00 a.m. and 5:00 a.m., Monday through Friday.

b. *Exceptions.* This prohibition shall not apply to:

1. Long-term parking permitted under subsection (3) of this section.
2. Parking in those areas designated as 24-hour parking.
3. The day before, the day of, and the day after the following holidays:
   (i) January 1;
   (ii) Memorial Day;
   (iii) July 4;
   (iv) Labor Day;
   (v) Thanksgiving Day;
   (vi) Friday after Thanksgiving;
   (vii) December 24; and
   (viii) December 25.
4. Exceptions granted by the police department to residents under the following circumstances:
   (i) The request is made during regular police office business hours (Monday through Friday, 8:00 a.m. through 4:30 p.m.) or in an emergency, to the sergeant on duty if after 4:30 p.m.;
   (ii) The requester provides information to the police department regarding good cause for the requested exception. The term "good cause" means uncommon circumstances experienced by the resident such that motor vehicle parking on private property is improbable or impractical. Examples of good cause include driveway construction or

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maintenance, overnight houseguests, or owner/passenger medical condition.

(iii) During each calendar year, no exception shall be granted for longer than three consecutive days and no more than 15 total days of exceptions shall be granted by the police department to any one address within the city unless the police department determines that the good cause shown to exist continues through no fault of the resident.

(iv) No exception granted by the police department shall supersede any snow emergency declared.

c. In addition to the penalties provided for violations of this section, the street superintendent or designee may cause any vehicle to be removed from such street, alleyway, or parking area if such vehicle interferes with snow removal or other public purpose. The costs of towing such vehicle and all other associated charges shall be charged to the owner of such vehicle.

(3) *Long-term parking.*

a. *No permit required.* Notwithstanding other parking restrictions set forth in this section, long-term parking not exceeding 72 hours is permitted without a permit in certain areas identified in Schedule G, found in section 150-23.

b. *Permit required.* Notwithstanding other parking restrictions set forth in this section, long-term parking not exceeding 72 hours is permitted only by annual permit, obtained in advance from the police department, in those areas identified in Schedule G, found in section 150-23.

c. *Violators subject to parking limitation.* Persons parking in such designated areas without a proper permit are subject to a three-hour parking limitation for such parking area.

d. *Permit eligibility.* No permit shall be issued by the police department pursuant to subsection b of this section, except as follows:

1. To owners of businesses abutting Nicolet Square parking lot for use by the business owner or the business owner's employees;

2. To an employee of a business abutting the Nicolet Square parking lot; or

3. To a tenant residing in a residential unit of a building abutting the Nicolet Square parking lot.

(4) *Handicap parking.*

a. *Parking spaces.* No vehicle shall be parked upon any portion of a street, highway or parking facility reserved for handicapped persons by official traffic signs or distinct markings indicating the restriction, unless such parking is permitted under Wis. Stats. §§ 346.503 and 346.505.

b. *Curb ramps.* No vehicle shall be parked as to obstruct access to or from a handicapped curb ramp.

(5) *Exception to parallel parking on streets.* Except as set forth in this subsection, all vehicles parking on public streets in the city shall be parked parallel to the curb line heading in the direction of traffic on the right side of the street, except that, on one-way streets, vehicles may be parked on the left side of the street unless otherwise prohibited. Angle parking, or perpendicular parking, in relation to the curb line of the following designated streets or parts of such streets, is hereby permitted. Vehicles shall be parked at the angle designated by official signs, pavement markings or curbs:

a. James Street, south side, easterly from North Broadway to the public alleyway.

b. James Street, north side, from Wisconsin Street to Michigan Street.

c. Wisconsin Street, east side, from Cass Street southerly a distance of 120 feet.

d. Allard Street, east side, from Morning Glory Lane to Park Street.

e. Charles Street, south side, from Adams Street to Webster Avenue.

f. Wisconsin Street, east side, from Charles Street to Lewis Street.

(6) *Overtime parking.* No person shall permit a motor vehicle under that person's ownership, custody or

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control to be parked in any public street, alleyway, parking mall or public parking lot in excess of the time prescribed for such area or space as provided at subsection (7)f and g of this section, as such areas are specifically described in Schedule G, found in section 150-23.

(7) *Posted/regulated areas.* No person shall permit a motor vehicle under that person's custody, ownership or control to be parked contrary to a posted sign bearing any of the following regulations, which signs shall be posted in the areas designated in Schedule G, found in section 150-23:

a. No parking.

b. No parking here to corner.

c. No standing, stopping or parking between signs.

d. No parking during school hours.

e. No parking, 4:00 p.m. to 9:00 p.m., Monday through Friday, June through August.

f. Loading zone.

g. Loading zone during school hours.

h. Twenty-minute parking, 9:00 a.m. to 6:00 p.m., Monday through Saturday.

i. Three-hour parking, 9:00 a.m. to 6:00 p.m., Monday through Saturday.

j. No stopping or standing during school hours 7:30 a.m. to 3:30 p.m.

k. No stopping or standing during school hours 7:30 a.m. to 4:00 p.m.

l. Three-hour parking, 9:00 a.m. to 6:00 p.m. Monday through Saturday except Thursdays 10:00 a.m. to 8:00 p.m. from the third Thursday in June through and including the last Thursday in September.

m. Long-term parking, except Thursdays from 10:00 a.m. to 8:00 p.m. from the third Thursday in June through and including the last Thursday in September.

n. Buses only during school hours.

o. Three-hour parking during school hours.

p. Three-hour parking 7:00 a.m. to 4:00 p.m. on school days.

q. No stopping or standing.

r. Long-term parking.

s. Three-hour parking with long-term permit.

t. Reserved parking for River Thyme May 1 through October 31.

u. Park parking only.

v. Handicap parking.

w. Buses loading and unloading only.

x. Long-term parking November 1 through April 30.

y. Vehicle with trailer parking only.

(Code 1974, § 43.22; Code 2001, § 150-22; Ord. No. 00-06, § 1, 4-5-2000; Ord. No. 02-07, §§ 2—6, 3-19-2002; Ord. No. 03-03, §§ 1-3, 1-21-2003; Ord. No. 04-10, § 2, 3-16-2004; Ord. No. 05-24, § 1, 7-19-2005; Ord. No. 06-41, § 1, 11-21-2006; Ord. No. 12-02, § 1, 2-7-2012; Ord. No. 15-01, § 2, 1-6-2015; Ord. No. 15-24, § 3, 8-18-2015; Ord. No. 15-34, § 1, 12-15-2015; Ord. No. 18-08, §§ 1, 2, 3-6-2018; Ord. No. 19-22, § 3, 10-7-2019; Ord. No. 20-02, §§ 1, 3, 3-17-2020)

Sec. 150-23. Schedules A through G.

The following schedules A through G refer back to the material in the sections at the beginning of each schedule:

Schedule A Speed Limits (section 150-16)

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Street	*From*	*To*
	65 Miles Per Hour	
STH 41	N. City Limits	S. City Limits
	55 Miles Per Hour	
Ashland--Business "41"	Ninth	STH "41"
Greenleaf Road--STH "57/32"	RR Overpass	S. City Limits
	45 Miles Per Hour	
Ashland--Business "41"	Ninth	N. City Limits
Broadway--Greenleaf Road--STH "57/32"	Broadway--CTH "PP"	RR Overpass
Broadway--STH "57/32" [2]	Cook Street	Greenleaf Road--STH "57/32"
CTH "PP"	Greenleaf Road--STH "32/57	O'Keefe Road
CTH "PP"	Rockland Road	S. City Limits
French Road	Creamery Road	Southbridge Road
Southbridge Road	French Road	American Drive
	35 Miles Per Hour	
American Boulevard	Scheuring Road	City Limits
Broadway--STH "57/32"	Cook	Bomier
Broadway--STH "57"	600 feet N. of Randall	N. City Limits
CTH "PP"	O'Keefe Road	1,300 Feet South of Prosper
Ft. Howard--CTH "H"	Birch	N. City Limits
Heritage Road	Broadway--CTH "PP"	Greenleaf Road--STH "57/32"
Lawrence Drive	750 feet S. of Main Avenue	Fortune Avenue
Lost Dauphin--CTH "D"	340 feet S. of Prospect	S. City Limits
Main--CTH "G"	Lawrence	Mid Valley Drive
Red Maple Road	Lost Dauphin Road	American Drive
Rockland Road	Hwy. "57/32"	CTH PP
	30 Miles Per Hour	
Webster--CTH "X"	Lebrun	N. City Limits
	25 Miles Per Hour	
All streets within the city limits with the exception of those indicated otherwise by ordinance and legal posting.		
Broadway--STH "57/32"	Bomier	Merrill
Eighth (Northbound)	Ash	Business "41"
Glory Road	Ashland Avenue (Business Hwy. 41)	N. City Limits
Scheuring--CTH "F"	USH "41"	Suburban Drive
	15 Miles Per Hour	
Main St. Annex	Seventh	Reid
All streets east of Third to the Fox River	Reid	Stewart

[2] Please clarify and confirm the instances of "32-57", "57/32", and "32/57" and instances of Business "41", Hwy. 41, and USH "41" and other similar names which might be different or the same roads. Please clarify the preferred **consistent expression** of the road names and designations the city wishes to be used **and** those **roads with similar but distinct names**.

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All school zones	School property line or start of posted zone	School property line or start of posted zone

(1) All traffic lanes within the city limits that fall in alleys, public parking lots, public parks, and public recreation areas, with the exception of those indicated otherwise by ordinance and legal posting.

Schedule B Stop Intersections/Right Turn No Stop (section 150-17)

Traffic On	*Stops At*
Acreview Drive	Charles Street
Acreview Drive	Rusk Street
Adams Street	George Street
Adams Street	Charles Street
Adams Street	Franklin Street
Adams Street	Ridgeway Boulevard
Adare Court	Ballyvaughan Road
Aldrin Drive	Suburban Drive
Allard Street	Main Street
Allard Street	Grant Street
Alley-Main/Reid	Fifth Street
Alley-Main/Reid	Fourth Street
American Boulevard	Scheuring Road
American Court	American Boulevard
Amhart Drive	Outward Avenue
Amhart Drive	Suburban Drive
Apollo Way	Grant Street
Arborvitae Lane	Lost Dauphin Road
Arleen Lane	Meadowview Lane
Ash Street	Eighth Street
Ash Street	Ninth Street
Atrium Court	Jordan Road
Autohoe Road	Red Maple Road
Autohoe Road	CTH "D"
Autumn Drive	Lost Dauphin Road
Azalea Trail	Seventh Street
Ballard Street	Lost Dauphin Road
Ballyvaughan Road County	Clare Road
W. Baraboo Circle	Desplaine Road
Bark River Court	Desplaine Road

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Belle Avenue	Third Street
Birch Street	Ft. Howard Avenue
Black Earth Road	East River Drive
Bluebird Street	Hockers Street
Bluebird Street	Mayfair Street
Bolles Street	Erie Street
Bomier Street	Broadway Street
Bomier Street	Erie Street
Bomier Street	Fox River Drive
Bridgeport Lane	Lawrence Drive
Bristol Motor Way	Daytona Speedway
Brule Road	Ridgeway Drive
Brule Road	Charles Street
Brule Road	Chicago Street
Bruss Street	Erie Street
Bunker Hill (South)	Terry Lane
Burgoyne Court	Lawrence Drive
Butler Street	Sixth Street
Camarillo Court	Libal Street
Canberry Court	Ridgeway Drive
Cardinal Street	Hockers Street
Cardinal Street	O'Keefe Road
Carmen Court	Ninth Street
N. Carrington	Ninth Street
S. Carrington	Ninth Street
Cass Street	Broadway Street
Cecelia Court	Ninth Street
Cedar Street	Ft. Howard Avenue
Cedar Street	Tenth Street
Cedar Street	Eighth Street
Cedar Street	Ninth Street
Charles Street	Michigan Street
Charles Street	Huron Street
Charles Street	Erie Street
Charles Street	Webster Avenue
Charles Street	Crestview Lane
Charles Street	Superior Street

PROOFS

Chicago Street	Erie Street
Chicago Street	Webster Avenue
Charles Street	East River Drive
Clay Street	LeBrun Road
Clay Street	Ridgeway Drive
Clay Street	Charles Street
Colleen Lane	Lost Dauphin Road
Colleen Lane	Bunker Hill Court
College Avenue	Fourth Street
College Avenue	Third Street
Commerce Drive	Heritage Road
Commerce Drive	Rockland Road
Cook Street	Bluebird Street
Cook Street	Erie Street
Cook Street	Fox River Drive
Cook Street	Broadway Street
Cook Street	Jordan Road
Cornelius Martin Court	Old Plank Road
Cornflower Court	Meadowview Lane
Corvallis Court	Libal Street
CTH "D"	Red Maple Road (westbound)
Countryside Drive	Suburban Drive
County Clare Road	Lawrence Drive
Creamery Road	French Road
Creamery Road	Lawrence Drive
Crestview Lane	Chicago Street
Crestview Lane	Charles Street
Cross Creek Circle	Lawrence Drive
Cross Gate	Lost Dauphin Road
Crown Court	Meadow View Lane
Danena Drive	Meadowview Lane
Daytona Speedway	Lawrence Drive
Desplaine Road	Ridgeway Drive
Desplaine Road	Brule Road
Desplaine Road	Charles Street
Destiny Drive	Greenleaf Road/STH "32-57"
Destiny Drive	Rockland Road

PROOFS

Diversity Drive	Ryan Road
Diversity Drive	County Highway PP
Drews Drive	Stanek Lane
Drews Drive	Ninth Street
Drift Inn Drive	Hwy. 41 (Ashland Avenue)
Drift Inn Drive	Parkview Road
Driftwood Drive	Westwood Drive
Dunning Drive	Ft. Howard Avenue
Eau Claire Place	Ridgeway Drive
Eau Pleine Court	Ridgeway Drive
Elm Street	Ninth Street
Elm Street	Eighth Street
Enterprise Drive	Heritage Road
Enterprise Drive	Prosper Road (northbound)
Erie Street	Ridgeway Boulevard
Erie Street	O'Keefe Road
Estes Drive	Suburban Drive
Fairview Avenue	Ft. Howard Avenue
Fay Court	Suburban Drive
Fifth Street	Main Street
Fifth Street	Grant Street
Fir Street	Ft. Howard Avenue
Flambeau Place	Ridgeway Drive
Flower Circle	Red Maple Road
Ft. Howard Avenue	CTH "H"
Fortune Avenue	American Boulevard
Fourth Street	Lost Dauphin Road
Fox Croft Drive	Fox River Drive
Fox Point Boat Launch	Broadway
Fox Ridge Court	Lost Dauphin Road
Fox River Drive (northbound)	Bomier Street
Fox River Drive (southbound)	Bomier Street
Foxview Avenue	Ft. Howard Avenue
Franco Court	Meadowview Lane
Franklin Street	Erie Street
Franklin Street	Waubaunuqua Trail (eastbound)
Franklin Street	Broadway Street

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Franklin Street	Winnebago Street
Franklin Street	Washington Street
Franklin Street	Ontario Street
Front Street	Broadway Street
Fulton Street	Ontario Street
Fulton Street	Erie Street
Fulton Street	Huron Street
Fulton Street	Superior Street
Fulton Street	Broadway Street
Fulton Street	Michigan Street
Fulton Street	Winnebago Street
Fulton Street	Wisconsin Street
Galway Lane	Kilrush Road
Garroman Drive	American Boulevard
Garroman Drive	Lawrence Drive
Geneva Street	Lone Oak Road
Geneva Street	Jordan Road
George Street	Webster Avenue
George Street	Front Street
George Street	Broadway Street
Gile Circle West	Ridgeway Drive
Gile Circle East	Ridgeway Drive
Glen Meadow Circle	Red Tail Glen
Glenwood Avenue	Ridgeway Boulevard
Glory Road	Ninth Street (westbound)
Glory Road	Hwy. 41
Good Hope Road	Fox River Drive
Grace Street	Jordan Road
Grandeur Oaks Court	Old Plank Court
Grant Street	Third Street
Grant Street	Fifth Street
Grant Street	Fourth Street
Hardwoods Court	Scotchwood Road
Hein Road	Killarny Trail
Helena Avenue	Sixth Street
Heritage Road	Hwy. 57
Heritage Road	Hwy. 57/32

PROOFS

High Street	Third Street
High Street	Fourth Street
Highview Street	Lone Oak Road
Highview Street	Jordan Road
Hockers Street	Erie Street
Hockers Street	Tanager Trail
Honey Court	Cook Street
Honeysuckle Circle (North)	Lawrence Drive
Hopf Lane	Lost Dauphin Road
Hopf Lane	Waterview Road
Horseshoe Lane	Swan Road
Horseshoe Lane	Paint Horse Trail
Huron Street	Chicago Street
Huron Street	Lewis Street
Huron Street	George Street
Huron Street	Merrill Street
Huron Street	Franklin Street
Huron Street	Ridgeway Boulevard
Alley (Grant to Reid)	Fourth Street
Alley (Front to Broadway)	George Street
Indy Court	Daytona Speedway
Innovation Court	Southbridge Road
Jacobs Court	Fourth Street
James Street	Broadway Street
James Street	Huron Street
James Street	Superior Street
James Street	Wisconsin Street
James Street	Erie Street
Jonathan Court	Acreview Drive
Jan Lane	Lost Dauphin Road
Jordan Road	Merrill Street (Northbound)
Killarny Trail	CTH "PP"
Killarny Trail	Ryan Road
Kilrush Road County	Clare Road
Knoll Terrace	Grace Street
Knoll Terrace	Highview Street
Knoll Terrace	Merrill Street

PROOFS

Kickapoo Place	Ridgeway Drive
Lande Street	Sixth Street
Lande Street	Fourth Street
Lande Street	Third Street
Lantern Lane	Lost Dauphin Road
Lawrence Drive	Main Street
Lawton Place	Ridgeway Boulevard
LeBrun Road	East River Drive (eastbound)
LeBrun Road	Libal Street (eastbound)
Ledgeview Road	Jordan Road
Lee Avenue	Helena Avenue
Legion Court	Chicago Street
Legion Park	Charles Street (northbound)
Lemon Lane	Lawrence Drive
Lewis Street	Broadway Street
Lewis Street	Erie Street
Lewis Street	S. Ontario Street
Libal Street	Chicago Street
Lilac Lane	Fourth Street
Lois Street	Ninth Street
Lorrie Way	Charles Street
Lourdes Avenue	Suburban Drive
Mallard Court	Merrill Street
Mandalay Terrace	Lebrun Road
Mandalay Terrace	Ridgeway Drive
Manitowish Place	Ridgeway Drive
Mansion Street	Jordan Road
Mansion Street	Erie Street
Maplewood Court	Ninth Street
Marissa Court	Samantha Street
Marsh Street	Fourth Street
Marsh Street	Third Street
Martinwood Court	Libal Street
Matthew Drive	Scheuring Road
Marquette Mall	George Street (northbound)
Maxwell Court	Samantha Street
Mayfair Street	Jordan Road

PROOFS

Meadowview Lane	Seventh Street
Meadowview Lane	Ninth Street
Memory Avenue	Third Street
Merrill Street	Jordan Road
Merrill Street	Washington Street
Michigan Street	George Street
Michigan Street	Chicago Street
Michigan Street	Ridgeway Boulevard
Michigan Street	Franklin Street
Michigan Street	Lewis Street
Millennium Court	Enterprise Drive
Monterey Trail	Westwood Drive
Montreal Place	Ridgeway Drive
Moonglow Drive	Ninth Street
Morning Glory Lane	Ninth Street
Morning Glory Lane	Allard Street
Morning Glory Lane	Twilight Drive
Mt. Olivet Drive	Jordan Road
Nick Lane	Lemon Lane
Nicolet Mall	Fourth Street (westbound)
Nicolet Mall	Third Street (eastbound)
Nicolet Mall	Reid Street (southbound)
Nicolet Mall (northbound)	Nicolet Mall (eastbound)
Nicolet Mall (eastbound)	Nicolet Mall (northbound)
Nicolet Place	Lost Dauphin Road
Ninth Street	Hwy. 41
Ninth Street	Main Street
Nob Hill Lane	Charles Street
North Melcorn Circle	Ryan Road
North Rock River Circle	East River Drive
Oak Street	Eighth Street
Oak Street	Ninth Street
Oak Street	Tenth Street
Oakdale Avenue	Ridgeway Boulevard
Oak Water Court	Old Plank Road
Oconto Place	Ridgeway Drive
O'Hearn Lane	Libal Street

PROOFS

O'Hearn Lane	Chicago Street
O'Keefe Court	O'Keefe Road
O'Keefe Road	Jordan Road
O'Keefe Road	Enterprise Drive
O'Keefe Road	CTH "PP"
Old Ivy Court	Waterview Road
Old Ivy Road	Arborvitae Lane
Old Ivy Road	Lantern Lane
Old Plank Court	Old Plank Road
Ontario Street	Chicago Street
Ontario Street	Merrill Street
Ontario Street	George Street
Ontario Street	Ridgeway Boulevard
Outward Avenue	Helena Avenue
Outward Avenue	Westwood Drive
Outward Avenue	Meadow View Lane
Outward Avenue	Azalea Trail
Paint Horse Trail	Swan Road
Palomino Court	Paint Horse Trail
Park Street	Ninth Street
Park Street	Allard Street
Parkview Road	Hwy. 41
Parkview Road	Ft. Howard Avenue
Patrick Henry Avenue	Patriot Way
Patriot Way	Revere Trail
Patriot Park	Colleen Lane (northbound)
Paw-Paw Court	South Rock River Circle
Payton Court	Lawrence Drive
Pecatonica Court	Yahara Circle
Pennings Avenue	Helena Avenue
Perrot Square	Front Street (westbound)
Pershing Road	Honey Court
Pigeon Court	East River Drive
Pike Lane	Brule Road
Pike Lane	Desplaine Road
Pine Street	Eighth Street
Pine Street	Ninth Street

PROOFS

Pleasant Place	Third Street
Prairie Flower Lane	Cross Gate
Profit Place	Destiny Drive
Prospect Place	Lost Dauphin Road
Prosper Road	Enterprise Drive
Prosper Road	CTH "PP"
Quinnette Lane	Jordan Road
Randall Avenue	Broadway Street
Rebman Street	Jordan Road
Red Cedar Court	Ridgeway Drive
Red Maple Road	American Blvd.
Red Maple Road	CTH "D"
Red Maple Road	Lawrence Drive
Red Tail Glen	Red Maple Road
Red Wing Trail	O'Keefe Road
Reid Street	Allard Street
Reid Street	Sixth Street
Revere Trail	Colleen Lane
Ridgeway Boulevard	Webster Avenue
Ridgeway Drive	East River Drive
Ridgeway Drive	Webster Avenue
Ridgeway Boulevard	Broadway Street
Rita Lane	Meadowview Lane
River Avenue	Ft. Howard Avenue
Riverview Avenue	Third Street
Robin Street	Hockers Street
Robin Street	O'Keefe Road
Rock River Court	East River Drive
Rose Lane	Erie Street
Rose Lane	Robin Street
Roth Road	Hein Road
Roth Road	Ryan Road
Rush Court	East River Drive
Rush Way Circle	East River Drive
Rusk Street	Clay Street
Rusk Street	Libal Street
Ryan Road	Rockland Road

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Rygar Court	Red Maple Road
Saddlebrook Lane	Horseshoe Lane
Saddlebrook Lane	Jordan Road
St. Anthony Drive	Suburban Drive
St. Bernard Drive	Fox River Drive
St. Francis Road	Ridgeway Boulevard
Samantha Street	Burgoyne Court
Scheuring Road	Lost Dauphin Road
Scotchwood Road	Greenleaf Road/STH "32-57"
Scotchwood Road	Briarwood Court
Scout Way	Charles Street
Seventh Street	Helena Avenue
Seventh Street	Main Street (northbound)
Shelley Lane	Brule Road
Shelley Lane	Charles Street
Shelley Lane	Libal Street
Silver Street	Cook Street
Silver Street	Hockers Street
Silver Maple Drive	Lawrence Drive
Sixth Street	Main Avenue
Sixth Street	Ft. Howard Avenue
Sixth Street	Seventh Street
Sixth Street	Grant Street
Smits Street	Ridgeway Drive
Smits Street	LeBrun Road
Snowy Owl Drive	Creamery Road
South Melcorn Circle	Hein Road
South Melcorn Circle	Ryan Road
South Rock River Circle	East River Drive
Southbridge Road	American Blvd.
Southern Star Lane	Lost Dauphin Road
Southern Star Lane	Prairie Flower Lane
Spooner Court	Ridgeway Drive
Spruce Street	Ninth Street
Spruce Street	Eighth Street
Stanek Lane	Meadowview Lane
Star Street	Hockers Street

PROOFS

Stevens Street	Lost Dauphin Road
Stevens Street	Terry Lane
Stewart Street	Third Street
Stine Way	Suburban Drive
Stine Way	Meadowview Lane
Stock Lane	Lawrence Drive
Stock Lane	Samantha Street
Suburban Court	Suburban Drive
Suburban Drive	Matthew Drive
Suburban Drive	Grant Street
Sugar Place	Brule Road
Sullivan Lane	Charles Street
Sullivan Lane	Shelley Court
Summer Range Road	Webster Avenue
Sunkist Circle	Libal Street
Sunnyside Drive	Libal Street
Sunnyside Drive	Crestview Lane
Superior Street	Bolles Street
Superior Street	Franklin Street
Superior Street	Ridgeway Boulevard
Superior Street	George Street
Superior Street	Merrill Street
Superior Street	Lewis Street
Superior Street	Bomier Street
Superior Street	Chicago Street
Talbot Avenue	Ridgeway Boulevard
Tanager Trail	Jordan Road
Teal Court	Merrill Street
Tenth Street	Main Street
Terry Lane	Lost Dauphin Road
Third Street	Main Street
Thoroughbred Lane	Ledgeview Road
Trailside Lane	Diversity Drive
Trailside Court	Trailside Lane
Trailwood Drive	Seventh Street
Trailwood Drive	Suburban Drive
Trempeleau Street	Ridgeway Drive

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Twilight Drive	Apollo Way
Twilight Drive	Park Street
Tyler Lane	Desplaine Road
Urbandale Avenue	Ridgeway Boulevard
Venture Avenue	Matthew Drive
Veronica Lane	Helena Avenue
VFW Park	Grant Street
Villa Lane	Lost Dauphin Road
Virginia Drive	Erie Street
Vista Circle	Stevens Street
Voelker Street	LeBrun Road
Voelker Street	Ridgeway Drive
Washington Street	George Street
Washington Street	Chicago Street
Washington Street	Ridgeway Boulevard
Wastewater Treatment Plant Parking Lot	Leonard Street
Waterview Road	Lost Dauphin Road
Waterview Road	Red Tail Glen
Waubaunuqua Trail	George Street
Waubaunuqua Trail	Ridgeway Boulevard
Webster Avenue	Chicago Street
WEG Boulevard	Lawrence Drive
Westwood Drive	Ninth Street
Westwood Drive	Seventh Street
Whitepine Avenue	Ridgeway Boulevard
Widgeon Court	Merrill Street
Wilcox Court	Fox River Drive
Wild Rose Drive	Honeysuckle Circle
Wild Rose Drive	Lawrence Drive
William Street	Front Street
William Street	Superior Street (eastbound)
William Street	Superior Street
William Street	Huron Street
William Street	Wisconsin Street (eastbound)
Winnebago Street	Ridgeway Boulevard
Winnebago Street	George Street
Wisconsin Street	Lewis Street

PROOFS

Wisconsin Street	Franklin Street
Wisconsin Street	Cass Street (southbound)
Wisconsin Street	Chicago Street
Wisconsin Street	Ridgeway Boulevard
Wisconsin Street	Merrill Street
Wishart Avenue	Suburban Drive
Yahara Circle	East River Drive
Yahara Circle	Ten Mile Drive
Zita Street	Crestview Lane
Zita Street	Rusk Street

(2) Four-way stop intersection. The following intersections are four-way stop intersections at which all traffic shall stop:

a. Brule and Charles.
b. Charles and Crestview.
c. Charles and Ontario.
d. Chicago and S. Erie Streets.
e. Erie and Merrill.
f. Grant and Ninth Streets.
g. Helena and Suburban.
h. Heritage Road and Hwy "PP."
i. Jordan and Merrill.
j. Lawrence and Southbridge.
k. Libal and Charles.
l. Libal and Ridgeway Dr.
m. Meadowview and Suburban.
n. Merrill and Michigan.
o. Michigan and Chicago.
p. Michigan and James.
q. Superior and Bolles Streets.
r. Swan and Lodgeview.
s. Westwood and Suburban.

(3) Three-Way Stop Intersection.

a. Merrill and Lone Oak.
b. Ledgeview and Lone Oak.
c. Wisconsin and Williams.
d. Webster and George.
e. Fort Howard Avenue and Cedar Street.

PROOFS

f. O'Keefe Road and Jordan Road.

g. Michigan and Bolles.

h. Webster Avenue and Chicago Street.

Schedule C Yield Right-Of-Way Intersections (section 150-18)

Traffic On	*Yields At*
Basel Street	Geneva Street
Basel Street	Highview Street
Broadway	Wisconsin (to the left)
Broadway	Claude Allouez Bridge (to the left)
Bruss Street	Mount Olivet Drive
Chicago Street	Wisconsin Street
Chicago	East River (to the left)
Chicago	Swan (to the left)
Chicago	Libal (to the left)
Claude Allouez Bridge	Broadway (to the left)
Cook Street (west)	Robin Street
Cook Street (east)	Robin Street
East River	Chicago (to the left)
Fribourg Street	Geneva Street
Fribourg Street	Highview Street
Galway Lane	Tullig Place (to the left)
Grant Street	Lawrence Drive (to the left)
Grant	Ninth (to the left)
Jordan Road	Merrill Street (eastbound)
Knoll Terrace	Mayfair Street
Lawrence Drive	Grant Street (to the left)
Lawrence Drive	Main (to the left)
Lawrence Drive	WEG Boulevard (westbound)
Lawton Place	Randall Avenue (to the left)
Libal	Chicago (to the left)
Lost Dauphin Road	Scheuring Road (westbound)
Main Avenue	Lawrence (to the left)
Main Street	Eighth Street (northbound)
Main Street	Sixth Street (southbound)
Matthew	Scheuring (to the left)
Mayfair Street	Zurich Street

PROOFS

Mollies Way (southbound)	Estes Drive
Moonglow Drive	Lois Street (to the left)
Nicolet Avenue	White Pine Avenue
Nicolet Mall (northbound)	Alley (at midblock)
Ninth	Grant (to the left)
Ninth	Scheuring (to the left)
Oakdale Avenue	Randall Avenue (to the left)
Scheuring	Ninth (to the left)
Scheuring	Matthew (to the left)
Scheuring	Suburban (to the left)
Scheuring Road	Hwy. 41 (northbound)
Scheuring Road	Lawrence Drive (southbound)
Sixth Street	Sixth Street (south of Main)
Suburban	Scheuring (to the left)
Swan	Chicago (to the left)
Talbot Avenue	Randall Avenue (to the left)
Third Street	Main Avenue
Whistler Court	Bridge Port Lane
Wisconsin	Broadway (to the left)
Zurich Street	Geneva Street
Zurich Street	Highview Street

PROOFS

Schedule D One-Way Traffic (section 150-19)

Streets		
Street/Direction	*From*	*To*
Main Avenue (westbound)	Claude Allouez Bridge	Sixth
Reid Street (eastbound)	Sixth	Third
Third Street (northbound)	Reid	Main/Claude Allouez Bridge
Sixth Street (southeastbound)	Main	Reid
Wisconsin (southbound)	Cass	100 feet S. of Cass
James Street (eastbound)	Broadway	Wisconsin
Seventh (northbound)	Main	Oak
Washington (northbound)	Merrill	Chicago
Red Maple (southbound)	Lost Dauphin	250 feet S. of Lost Dauphin
Red Maple (northbound)	CTH "D"	200 feet W. of CTH "D"
Michigan	Merrill	Bolles

Superior Street (southbound)	George Street	Charles Street
Alleys		
Alley/Direction	*From*	*To*
S. of Main (westbound)	Fourth	Fifth
E. of Broadway (northbound)	George	220 feet N. of George
W. of Broadway (northbound)	George	James
S. of Main (westbound)	Seventh	Allard
E. of Broadway (southbound)	Lewis	City Hall/Safety Bldg. Lot
W. of North Broadway (northbound)	Cass	Franklin
Parks		
Park/Direction	*From*	*To*
Voyageur (counterclockwise)	250 feet W. of Front	W. End

Schedule E Traffic Signals/No Turn On Red (section 150-20)

Traffic Signals		
Intersection	*Normal Operation*	*Flashing Operation*
Eighth/Main	5:00 a.m.--12:00 a.m.	12:00 a.m.--5:00 a.m., Yellow--Main Avenue, Red--Eighth Street
Ninth/Main	5:00 a.m.--12:00 a.m.	12:00 a.m.--5:00 a.m., Yellow--Main Avenue, Red--Ninth Street
Fifth/Reid	5:00 a.m.--12:00 a.m.	12:00 a.m.--5:00 a.m., Yellow--Reid Street, Red--Fifth Street
Fourth/Reid	5:00 a.m.--12:00 a.m.	12:00 a.m.--5:00 a.m., Yellow--Reid Street, Red--Fourth Street
George/Erie	24 Hours Daily	Emergency Only, Yellow--George Street, Red--Erie Street
Wisconsin/George	24 Hours Daily	Emergency Only, Yellow--George Street, Red--Wisconsin Street
Broadway/William	24 Hours Daily	Emergency Only, Yellow--Broadway Street, Red--William Street
Broadway/Cook	24 Hours Daily	Emergency Only, Yellow--Broadway Street, Red--Cook Street
Fourth/Main	5:00 a.m.--12:00 a.m.	12:00 a.m.--5:00 a.m., Yellow--Main Avenue, Red--Fourth Street
Lawrence/Scheuring	24 Hours Daily	Emergency Only, Yellow--Scheuring Road, Red--Lawrence Drive
Ridgeway/Webster	24 Hours daily	Emergency Only, Yellow--Webster Avenue, Red--Ridgeway
Lawrence/Main	5:00 a.m.--12:00 a.m.	12:00 a.m.--5:00 a.m., Yellow--Main Avenue, Red- Lawrence Drive
Tenth/Main	5:00 a.m.--12:00 a.m.	12:00 a.m.--5:00 a.m., Yellow--Main Avenue, Red--Tenth Street
Broadway/Merrill	24 Hours Daily	Emergency Only, Yellow--Broadway, Red--Merrill Street

PROOFS

Scheuring/American	24 Hours Daily	Emergency Only, Yellow--Scheuring, Red--American
Third/Reid	24 Hours Daily	

Schedule F Turning and Lane Designation (section 150-21)

From/Direction	*Lane/Approaching*	*To*
Right Turn Only		
Ridgeway (westbound)	Right/Broadway	Broadway
Mission Square (northbound)	—/George	George
George (westbound)	Right/Wisconsin	Wisconsin
Main (westbound)	Right/Sixth	Sixth
American (northbound)	Right/Scheuring	Scheuring
Fourth (northbound)	Right/Reid	Reid
Michigan (northbound)	—/Bolles	Bolles
Wisconsin (northbound)	Right/George	George
No Left Turn		
Marquette Mall (southbound)	—/George	George
Perrot Square (eastbound)	Broadway	Broadway
Straight Ahead Only		
Main (westbound)	Center/Sixth	Main
George (westbound)	Center/Wisconsin	George
Fourth (northbound)	Left/Reid	Fourth
Left Turn Only		
Ridgeway (westbound)	Left/Broadway	Broadway
Ridgeway (eastbound)	Left/Webster	Webster
Wisconsin (southbound)	Left/George	George
Main (westbound)	Left/Sixth	Sixth
George (eastbound)	Left/Wisconsin	Wisconsin
George (westbound)	Left/Wisconsin	Wisconsin
American (northbound)	Left/Scheuring	Scheuring
Ridgeway (westbound)	Left/Webster	Webster
Ninth (southbound)	Left/Main	Main
Ninth (northbound)	Left/Main	Main
Michigan (southbound)	—/Bolles	Bolles
Reid Street (eastbound)	Left/Fifth	Fifth
Reid Street (eastbound)	Left/Third	Third
No Straight Ahead		

PROOFS

Fifth (southbound)	Left/Reid	Fifth
Grant (westbound)	Left/Sixth	Grant
Fifth (northbound)	Right/Reid	Fifth
No Right Turn		
Claude Allouez Bridge (westbound)	Right/Third	Third Lot
Bolles (westbound)	—/Michigan	Michigan
No U Turn		
Scheuring Road (east bound)	Left/Scheuring Road	Scheuring (500 feet West of 9th Street)
Ridgeway	Broadway	Webster
Right and Straight Ahead Only		
Wisconsin (southbound)	Right/George	Wisconsin and George
Wisconsin (northbound)	Right/George	Wisconsin and George
Ridgeway (eastbound)	Right/Webster	Ridgeway and Webster
Ridgeway (westbound)	Right/Webster	Ridgeway and Webster
Ninth (southbound)	Right/Main	Ninth and Main
Ninth (northbound)	Right/Main	Ninth and Main
Left and Straight Ahead Only		
Wisconsin (northbound)	Left/George	Wisconsin and George
Do Not Enter/Wrong Way		
Nicolet Mall	SW Drive	Reid
Legion Park Ball Lot	Charles	E. Drive
Patriot Lot	Colleen	E. Drive

Street	*Side*	*From*	*To*
Bicycle Lane			
American Boulevard	E & W	Fortune Avenue	Scheuring Road
Eighth Street	W & E	100 feet N/O Main	Ash
Fortune Avenue	N & S	Lawrence Drive	American Boulevard
Ft. Howard	W & E	North City Limits	Birch
Ft. Howard	W	Birch	Sixth
Ft. Howard	W & E	Sixth	Main
Main	S	Third	Ft. Howard
Grant	N & S	Third	Sixth
Lawrence	W & E	Daytona Speedway	500 feet So. of Fortune
Lawrence Drive	W & E	Grant Street	Main Avenue
Chicago	N & S	Crestview	City Limits
Bicycle Route			

PROOFS

Chicago (westbound)	N & S	Crestview	Broadway
Sixth (eastbound)	E	Ft. Howard	Birch
Birch (northbound)	N	Sixth	Ft. Howard

Schedule G Parking (section 150-22)

No Parking			
Street	*Side of Street*	*From Curb line or Feet/Dir. of Curb line*	*To Curb line or Feet/Dir. of Start*
Allard	W.	Reid	Park
Allard	E.	Main	138/S.
Allard	W.	Morning Glory	Grant
Allard	W.	Grant	75/N.
Allard	W.	Park	Morning Glory
Allard	W.	Main	Reid
Alley N/S off Ft. Howard E/RR tracks	W.	Sly curb line of E/W alley	Sly end
Alley N/S off Ft. Howard E/RR tracks	E.	Sly curb line of E/W alley	Sly end
Apollo	W.	Grant	100/N.
Apollo	E.	Grant	100/N.
Ballyvaughan Road	E.	250 S/O Garroman Drive	205 S/O Adare Court
Bridgeport Circle	Interior of Circle	Bridgeport Lane	Bridgeport Lane
Broadway	E.	Bomier	Merrill
Broadway	E.	Cass	N. City Limits
Broadway	E.	Merrill	Lewis
Broadway	E.	William	Cass
Broadway	E.	William	260/S.
Broadway	E.	Lewis	Wisconsin
Broadway	W.	Lewis	Wisconsin
Broadway	W.	Cass	N. City Limits
Broadway	W.	Merrill	Bomier
Broadway	W.	Merrill	Lewis
Broadway	W.	Bomier	Cook
Brule Rd.	W.	Charles	Ridgeway Dr.
Burgoynne Ct.	N.	Samantha	964/N.
Butler	N.	Sixth	E. End

PROOFS

Butler	S.	Sixth	E. End
Cass	S.	Broadway	134'/W.
Charles	S.	Wisconsin	Michigan
Charles	N.	Michigan	Superior
Charles	N.	Huron	Erie
Charles	N.	Wisconsin	Michigan
Charles	N.	Superior	Huron
Chicago	N.	Crestview	East Corporate Limits
Chicago	S.	750/E. Crestview	East Corporate Limits
Chicago	S.	Washington	35/E.
Chicago	S.	Washington	73/W.
Chicago	S.	Merrill	Wisconsin
Chicago	N.	Merrill	Wisconsin
Claude Allouez Bridge		Third	Broadway
College	S.	Fourth	Fox Valley & Western RR
College	S.	380/E. Fourth	East End
College	N.	Fourth	East End
CTH "H"	W.	Ft. Howard	N. Corporate Limits
CTH "H"	E.	Ft. Howard	N. Corporate Limits
Diversity Drive	S.	Scarlet Oak Road	Ryan Road
Drift Inn Drive	E.	Ashland Avenue	Parkview Road
Drift Inn Drive	S.	410/W. Suburban Court Extended	200/W. Suburban Court Extended
Drift Inn Drive	W.	Ashland Avenue	Parkview Road
East Gile	W.	Ridgeway	North Gile
Eau Claire	W.	Ridgeway	S. End
Eau Pleine	W.	Ridgeway	S. End
Eighth	W.	Main	Oak
Eighth	W.	Main	Oak
Eighth	W.	Ash	Business "41"
Enterprise Drive	W.	700 S/O Prosper Street	340 S/O Prosper Street
Erickson Way	E.	Scheuring Road	N. End
Erickson Way	W.	Scheuring Road	N. End
Erie	W.	George	132/N.
Erie	W.	George	214/S.
Erie	W.	James	Franklin
Erie	W.	Lewis	64/N.

PROOFS

Erie	E.	Chicago	313/N.
Erie	W.	Charles	63/N.
Erie	W.	Chicago	383/S.
Erie	W.	Charles	216/S.
Erie	E.	139/N. James	108/N.
Erie	E.	Lewis	53/S.
Erie	W.	Chicago	80/N.
Erie	E.	George	113/S.
Erie	W.	Lewis	197/S.
Erie	W.	Merrill	82/N.
Erie	E.	Charles	58/S.
Erie	E.	Lewis	224/N.
Erie	E.	Charles	166/N.
Erie	E.	Merrill	367/N.
Erie	E.	Chicago	70/S.
Fifth	E.	Reid	155/S.
Fifth	W.	155/N. of Grant	Reid
Fifth	W.	Main	36/S.
Fifth	W.	Reid	155/N.
First	E.	Reid	Grant
First	W.	Reid	Grant
Flambeau	W.	Ridgeway	N. End
Fourth	E.	Main	30/S.
Fourth	W.	Reid	190/N.
Fourth	E.	College	Jacobs
Fourth	W.	Main	47/S.
Fourth	E.	Jacob	Marsh
Fourth	W.	Reid	68/N.
Fourth	E.	Marsh	High
Fourth	W.	Grant	60/N.
Fourth	E.	Grant	College
Fourth	E.	Lilac	Lost Dauphin
Fourth	E.	Lande	Lilac
Fourth	W.	Grant	50/S.
Fourth	W.	Lilac	69/S.
Fourth	E.	High	Lande
Fourth	E.	Reid	Grant

PROOFS

Fourth	W.	Lande	65/N.
Fourth	W.	Reid	176 S.
Fourth	W.	Grant	Reid
Fox Point Circle	Inside Loop	Red Maple Road	Red Maple Road
Fox Point Court	N.	Fox Point Circle	550/W.
Fox River	E.	390/N. Bomier	N. End
Fox River	E.	Bomier	Cook
Fox River	E.	Cook	Wilcox
Franklin	N.	Front	Broadway
Franklin	S.	Superior	Huron
Front	W.	George	Broadway
Front	W.	George	William
Front	E.	Broadway	316/N.
Front	E.	George	Broadway
Front	E.	James	George
Front	E.	526/N. Broadway	George
Front	E.	William	James
Front Street Annex	E.	Fulton	N. termini
Front Street Annex	W.	Fulton	N. termini
Ft. Howard	E.	Reid	Sixth
Ft. Howard	E.	Sixth	75/N.
Ft. Howard	W.	Reid	Main
Ft. Howard	W.	Main	65/N.
Ft. Howard	W.	200/N. Main	CTH "H"
Ft. Howard	E.	Birch	CTH "H"
Ft. Howard	W.	CTH "H"	Leonard
Ft. Howard	E.	CTH "H"	65/N.
Garroman Drive	N.	Lawrence Drive	Ballyvaughan Road
Garroman Drive	S.	Ballyvaughan Road	530' E/O Ballyvaughan Road
George	N.	Waubaunuqua	Webster
George	N.	Wisconsin	Michigan
George	N.	Huron	Erie
George	N.	Erie	Ontario
George	S.	Erie	Ontario
George	S.	Wisconsin	149/E.
George	S.	Front	Broadway
George	S.	Huron	Erie

PROOFS

George	N.	Franklin	160/W.
George	N.	Alley E. of Huron	Erie St.
George	N.	Alley W. of Ontario	Erie St.
George	S.	Alley W. of Ontario	Erie St.
Grant	N.	First	Third
Grant	N.	168'/W. Fourth	Fifth
Grant	N.	Third	Fourth
Grant	S.	Fifth	Sixth
Grant	S.	572/W. Sixth	349/W.
Grant	S.	Third	Fourth
Grant	S.	First	E. End
Grant	S.	First	Third
High	S.	Third	Fourth
Honey Court	E.	Cook	100/S.
Huron	W.	William	Franklin
Huron	W.	Chicago	Lewis
Huron	W.	Lewis	Charles
Huron Street	W.	120 N/O George Street	James Street
Huron Street	W.	James Street	William Street
Huron Street	W.	Franklin Street	Fulton Street
Huron Street	W.	Fulton Street	Morris Street
Huron Street	W.	Morris Street	Ridgeway Boulevard
Huron	W.	Charles	40/N.
Huron	W.	Charles	125/N.
Jacobs	S.	Fourth	E. End
Jacobs	N.	Fourth	E. End
James	N.	Front	Broadway
James	N.	Broadway	Wisconsin
James	S.	Front	Broadway
James	N.	Michigan	Superior
James	S.	120/E. Broadway	Wisconsin
James	S.	Wisconsin	Michigan
Kickapoo	W.	Ridgeway	S. End
Kilrush Road	E. & N.	550 S/O County Claire Road	Ballyvaughan Road
Lande	N.	Fourth	Third
Lande	N.	RR Tracks	Fourth
Lawrence Drive	E.	Southerly City limits	720/N. of centerline of County

PROOFS

			Clare Road
LeBrun	S.	Webster	Clay
Lewis	S.	Broadway	73/E.
Lewis	S.	Huron	Erie
Lewis	N.	Erie	79/W.
Lewis	N.	Broadway	Wisconsin
Lewis	N.	Erie	Ontario
Lost Dauphin Rd.	E.	Nicolet Place	45/N.
Lost Dauphin Rd.	E.	Nicolet Place	45/S.
Lost Dauphin Rd.	E.	Prospect Place	45/N.
Lost Dauphin Rd.	E.	Prospect Place	45/S.
Lost Dauphin Rd.	W.	120 north of Fox Ridge Court centerline	120 south of Fox Ridge Court centerline
Main	N.	Ninth	Tenth
Main	N.	Eighth	Allard
Main	N.	Fourth	55/E.
Main	S.	Eighth	Ninth
Main	N.	Eighth	Ninth
Main	S.	USH "41"	Tenth
Main	N.	Sixth	255/E.
Main	S.	Fifth	59/E.
Main	S.	Fourth	26/W.
Main	N.	Fifth	68/E.
Main	N.	Fourth	68/W.
Main	S.	Fourth	48/E.
Main	S.	Sixth	143/E.
Main	N.	Sixth	Seventh
Main	N.	Seventh	Allard
Main	S.	Sixth	Seventh
Main	S.	Ninth	Tenth
Main	N.	Tenth	USH "41"
Main	S.	Allard	Eighth
Main	S.	Seventh	Allard
Main	S.	231/W. Fourth	251/W. Fourth
Main St. Annex	S.	Reid	Seventh
Manitowish	W.	Ridgeway	N. End
Marsh	N.	Fourth	Third

PROOFS

Memory	N.	Third	E. End
Merrill Street	S.	Jordan Road	Knoll Terrace
Merrill	S.	Knoll Terrace	Widgeon
Merrill	S.	Mallard	Teal
Merrill	N.	Lone Oak	20/W.
Merrill	S.	Teal	Lone Oak
Merrill	S.	Widgeon	Mallard
Merrill	N.	Broadway	Wisconsin
Michigan	E.	Lewis	Charles
Michigan	W.	286/S. Franklin	James
Michigan	E.	George	45/N.
Michigan	W.	James	William
Michigan	W.	Bomier	Bolles
Michigan Street	W.	160/N. Charles	200/N.
Montreal	W.	Ridgeway	S. End
Morning Glory	S.	Allard	Twilight
Ninth	E.	Ash	USH "41"
Ninth	E.	Business "41"	W. City Limits
Ninth	W.	Main	300 S.
Ninth	W.	Main	213 N.
Ninth	E.	Main	Oak
Ninth	E.	Main	300 S.
Ninth	E.	Main	360/S.
Ninth	W.	45/N. Ash	135/N.
North Gile	S.	West Gile	East Gile
Oak	N.	Tenth	82/E.
Oak	S.	Sixth	40/W.
Oconto	W.	Ridgeway	S. End
Park	S.	Ninth Street	Sunrise Court
Parkview	N.	Business "41"	W. City Limits
Parkview	N.	Ft. Howard	Business "41"
Parkview	S.	Ft. Howard	Business "41"
Pershing Road	E.	Honey Court	Sly end
Pershing Road	W.	145/S.	Honey Court
Pleasant	N.	Third	E. End
Prosper	N.	765/W. CTH "PP"	445/W. CTH "PP"
Red Cedar	W.	Ridgeway	S. End

PROOFS

Reid	S.	First	155/E.
Reid	S.	401/E. Third	455/E. Third
Reid	S.	Third	71/E.
Reid	N.	Sixth	Fifth
Reid	S.	First	20/W.
Reid	S.	440/E. Third	430/E.
Reid	S.	Fourth	140/W.
Reid	N.	368/E. Third	530/E.
Reid	N.	591/E. Third	739/E.
Reid	N.	800/E. Third	849/E.
Reid	S.	Fourth	39/E.
Reid	S.	44/W. of Third	Third
Reid	N.	102/W. of Third	Third
Richco Court	N.	260/E. American Boulevard	530/E. American Boulevard
Richco Court	S.	390/E. American Boulevard	490/E. American Boulevard
Ridgeway	N.	Webster	104/E.
Ridgeway	S.	Webster	Clay
Ridgeway	S.	Clay	Voelker
Ridgeway	S.	Voelker	Smits
Ridgeway	S.	Smits	Trempeleau
Riverview	N.	Third	E. End
Rockland Rd	N.	CTH "PP"	Ryan Rd.
Rockland Rd	S.	CTH "PP"	Ryan Rd.
Scarlet Oak Circle	Inside Loop	Diversity Drive	Diversity Drive
Scarlet Oak Road	E.	530 S/O Diversity Drive	Diversity Drive
Scheuring	N.	Lawrence	American
Scheuring	N.	American	W. Matthew
Scheuring	S.	Lawrence	American
Scheuring	S.	Patriot	90/E.
Seventh	W.	120/S. Reid	33/S.
Sixth	E.	Helena	Lande
Sixth	W.	Grant	81/S.
Sixth	E.	Butler	Helena
Sixth	E.	Grant	Butler
Sixth	E.	Birch	Fir
Sixth	E.	Fir	Ft. Howard
Sixth Street	N. and W.	Seventh	282/E. and N.

PROOFS

Sixth Street	S. and E.	Seventh	282/E. and N.
Spooner	W.	Ridgeway	N. End
Stewart	N.	Third	E. End
Suburban Drive	N.	410'/W. Suburban Court	200'/W. Suburban Court
Suburban	E.	Estes	Wishart
Suburban	E.	Aldrin	Grant
Suburban	E.	Helena	Estes
Suburban	E.	Ninth	190.04/N.
Suburban	E.	St. Anthony	Aldrin
Suburban	E.	Westwood	Amhart
Suburban	E.	Wishart	St. Anthony
Suburban	E.	Amhart	Lourdes
Suburban	E.	Lourdes	Helena
Suburban	E.	Ninth	190.04/N.
Suburban	W.	Grant	108/S.
Sugar	S.	Brule	W. End
Superior	E.	122/N. George	James
Superior	E.	James	William
Superior	E.	Lewis	Charles
Superior	E.	Virginia	65/N.
Tenth Street	W.	Main Avenue	Oak St. (southern right-of-way)
Third	W.	Main St.	Reid St.
Third	E.	Reid	648/S.
Third	E.	777/S. Reid	287/S.
Third	E.	Belle	400/N.
Third	W.	Stewart	Marsh
Third	W.	Marsh	College
Third	W.	High	Riverview
Third	W.	Memory	High
Third	W.	Main	92/S.
Third	W.	College	Grant
Third	W.	Grant	Reid
Third	W.	Pleasant	Stewart
Third	W.	Lande	Memory
Third	W.	Riverview	Pleasant
Third	E.	Main	Alley

PROOFS

Third	W.	Fourth	Lande
Third	E.	Reid	Main
Third	E.	Stewart	70/S.
Tipperary Trail	S. & W.	Ballyvaughan Road	Garroman Road
Virginia	N.	Superior	49/E.
Webster	E.	Ridgeway	S. Summer Range
Webster	E.	George	Ridgeway
Webster	W.	LeBrun	N. City Limits
Webster	E.	George	Ridgeway
Webster	E.	S. Summer Range	N. Summer Range
Webster	W.	S. Summer Range	N. Summer Range
Webster	W.	Ridgeway	S. Summer Range
Webster	E.	Charles 100/S.	Charles 100/N.
West Gile	W.	Ridgeway	North Gile
William	S.	Broadway	Wisconsin
William	N.	Broadway	Wisconsin
William	N.	Superior	Huron
William	N.	Front	Broadway
William	S.	Front	Broadway
Wisconsin	W.	James	William
Wisconsin	W.	James	William
Wisconsin	W.	Broadway	George
Wisconsin	W.	Merrill	Chicago
Wisconsin	E.	100/S. James	George
Wisconsin	W.	William	Cass
Wisconsin	E.	Broadway	George
Wisconsin	W.	Chicago	Lewis
Wisconsin	E.	147/N. Lewis	20/N.
Wisconsin	W.	Cass	Franklin
Wisconsin	E.	Merrill	Chicago
Wisconsin	E.	118/S. Cass	80/S.
Wisconsin	W.	James	180/S.
Wisconsin	E.	James	William
Wisconsin	E.	Lewis	Charles
Wisconsin	E.	Chicago	Lewis
Wisconsin	E.	90/N. William	James

PROOFS

No Parking Here to Corner			
Street	*Side of Street*	*From Curb line or Feet/Dir. of Curb line*	*To Curb line or Feet/Dir. of Start*
Cook	N.	Coral	266.40/W.
Lois	N.	Ninth Street	22/W.
Lois	S.	Ninth Street	27/W.
Ninth	E.	Park	100/S.

No Standing, Stopping or Parking Between Signs			
Street	*Side of Street*	*From Curb line or Feet/Dir. of Curb line*	*To Curb line or Feet/Dir. of Start*
Fifth	W.	Grant	155/N.
Charles	S.	30/W. of Winnebago	30/E. of Winnebago
Huron	W.	George	85/S.
Michigan	W.	100/N. of Bolles	Bolles
Michigan	W.	Merrill	80/S. of Merrill
Ontario	E.	Merrill	80/N.
Ryan Road	W.	460 S/O Diversity Drive	180 S/O South Melcorn Circle
Superior	W.	175/N. Charles	240/N. Charles
Superior	E.	170/N. Charles	235/N. Charles
Washington	W.	Ontario	Chicago
Washington	E.	130/E. Ontario	450/S. Chicago
Washington	E.	190/S. Chicago	Chicago
Westwood	S.	355/E. Ninth	450/E.
Westwood	S.	700/E. Ninth	1,005/E.
Westwood	S.	1,260/E. Ninth	1,350/E.
Westwood	N.	545/E. Ninth	605/E.

No Parking During School Hours			
Street	*Side of Street*	*From Curb line or Feet/Dir. of Curb line*	*To Curb line or Feet/Dir. of Start*
Jordan	W.	Merrill	Mansion
Mallard	W.	Merrill	S. End
Mallard	E.	Merrill	S. End
Michigan	W.	Merrill	106/S.
O'Hearn	E.	Chicago	650/N.
O'Hearn	W.	Chicago	650/N.
Teal	W.	Merrill	S. End
Teal	E.	Merrill	S. End

No Parking 4:00 p.m.--9:00 p.m. Mon.--Fri. June--Aug.

PROOFS

Street	*Side of Street*	*From Curb line or Feet/Dir. of Curb line*	*To Curb line or Feet/Dir. of Start*
Merrill	S.	Knoll Terrace	800/N.

Loading Zone			
Street	*Side of Street*	*From Curb Line or Feet/Dir. of Curb Line*	*To Curb Line or Feet/Dir. of Start*
Third	W.	80/N. Main	18/N.
Third	E.	648/S. Reid	129/S.
Reid	N.	262/W. First	58/W.
Reid	S.	450/E. Third	610/E. Third
Grant	N.	Third	175/E.
James	S.	Michigan	51/E.
Prosper	S.	636/W. CTH "PP"	131/W.
Broadway	W.	77/S. George	20/S.
Wisconsin	E.	90/N. William	100/N.

Loading Zone During School Hours			
Huron	W.	125/N. Charles	85/S. George
Superior	E.	35/N. Charles	170/N. Charles
Superior	E.	235/N. Charles	45/S. George
Washington	E.	30/E. Ontario	130/E.
Washington	E.	450/S. Chicago	190/S.
Westwood	S.	450/E. Ninth	700/E.
Westwood	S.	1005/E. Ninth	1260/E.

20-Minute Parking 9:00 a.m.--6:00 p.m. Mon.--Sat.			
Street	*Side of Street*	*From Curb line or Feet/Dir. of Curb line*	*To Curb line or Feet/Dir. of Start*
Wisconsin	W.	29/N. George	60/N.
Main	S.	48/E. Fourth	20/E.

Three-Hour Parking 9:00 a.m.--6:00 p.m. Mon.--Sat.			
Street	*Side of Street*	*From Curb line or Feet/Dir. of Curb line*	*To Curb line or Feet/Dir. of Start*
Broadway	E.	George	Wisconsin
Broadway	W.	George	James
Broadway	E.	James	147/N.
Broadway	W.	George	Wisconsin
Broadway	E.	George	James
Cass	S.	Broadway	Wisconsin
Cass	N.	Front	Broadway

PROOFS

Charles	N.	Broadway	Wisconsin
Fourth	E.	Main	N. End
Fourth	W.	47/S. Main	100/S.
Fourth	W.	College	700/S.
Fourth	E.	30/S. Main	Reid
Fourth	W.	60/S. Reid	207/S.
Fourth	W.	Grant	College
Franklin	S.	Broadway	Wisconsin
Franklin	N.	Broadway	Wisconsin
Franklin	S.	Wisconsin	Michigan
Franklin	N.	Wisconsin	Michigan
George	N.	69/E. Front	41/E.
George	N.	Michigan	Superior
George	S.	Michigan	Superior
George	S.	Michigan	124/W.
George	S.	Wisconsin	Michigan
Grant	N.	First	E. End
Grant	N.	Fourth	Fifth
Grant	N.	Fourth	168/W.
James	S.	Broadway	120/E.
James	S.	51/E. Michigan	Superior
James	N.	Michigan	153/W.
Lande	S.	Third	Fourth
Main	N.	Third	55/E. Fourth
Main	S.	26/W. Fourth	231/W. Fourth
Main	N.	68/W. Fourth	68/E. Fifth
Main	S.	Third	48/E. Fourth
Michigan	E.	Charles	George
Michigan	E.	George	James
Michigan	W.	George	James
Michigan	W.	Charles	George
Michigan	W.	Franklin	James
Michigan	E.	Franklin	James
Michigan Street	E.	130 S/O George	George
Reid	N.	Fourth	102/W. of Third
Reud	B	335/W. of Fourth	Fourth
Reid	S.	134/W. Third	Fourth

PROOFS

Superior	W.	George	102/N.
Superior	E.	George	122/N.
Third	W.	Reid	Main
Wisconsin	W.	Lewis	Charles
Wisconsin	W.	60 N/O George	180 S/O James
Wisconsin	E.	30/S. James	100/S.
Wisconsin	E.	Cass	Franklin
Wisconsin	E.	Cass	118/S.

Three-Hour Parking 7:00 a.m.--4:00 p.m. on School Days			
Street	*Side of Street*	*From Curb Line or Feet/Dir. or Curb Line*	*To Curb Line or Feet/Dir. of Start*
Crestview Lane	E.	Chicago Street	1,000/N.
Crestview Lane	W.	Chicago Street	1,000/S.
Superior	W.	35/N. Charles	175/N. Charles
Superior	W.	240/N. Charles	40/S. George

No Stopping or Standing During School Hours 7:30 a.m. to 3:30 p.m.			
Street	*Side of Street*	*From Curb Line or Feet/Dir. of Curb Line*	*To Curb Line or Feet/Dir. of Start*
Charles	S.	Superior	Huron
Chicago	S.	Crestview	750/E.
Diversity Drive	S.	Ryan Road	1,368/E.
Diversity Drive	N.	Ryan Road	100/E.
Huron	E.	George	Charles
Merrill	S.	Teal Court	Lone Oak Rd
Merrill	S.	Michigan	60/E.
Merrill	N.	Ontario	675/E.
Merrill	S.	Broadway	Chicago
Merrill	N.	Broadway	Erie
Michigan	E.	Chicago	Merrill
Michigan	E.	Merrill	Bolles
Ninth	W.	120/N. Westwood	1,000/N.
Ontario	W.	Merrill Street	Chicago Street

PROOFS

Seventh	W.	Main	Oak

No Stopping or Standing During School Hours 7:30 a.m. to 4:00 p.m.			
Street	*Side of Street*	*From Curb Line or Feet/Dir. of Curb Line*	*To Curb Line or Feet/Dir. of Start*
Westwood	N.	350/E. Ninth	545/E.
Westwood	N.	605/E. of 9th	1,390/E.

No Standing, Stopping or Parking From 7:00 a.m.—4:00 p.m. on school days			
Street	*Side of Street*	*From Curb Line or Feet/Dir. of Curb Line*	*To Curb Line or Feet/Dir. of Start*
Legion Court	W.	Chicago Street	N. end
Scheuring	N.	Patriot Way	640/E.
Buses Only During School Hours			
Washington	E.	560/N. Merrill	140/N.
Charles	N.	Superior	Huron
Seventh	E.	Main	Oak
Three-Hour Parking During School Hours			
Merrill	S.	Chicago	Michigan
Michigan	W.	106/Merrill	Bolles
Ninth	E.	120/N. Westwood	1,000/N.
Three-Hour Parking 7:00 a.m.—4:00 p.m. on School Days			
Sunnyside Lane	N.	Crestview Lane	700/E. and N.
Sunnyside Lane	S.	Crestview Lane	700/E. and N.
Widgeon	E.	Merrill	S. End
Widgeon	W.	Merrill	S. End
Bus Loading and Unloading Only			
Third	E.	Stewart	Marsh

Parking Lots

Three-Hour Parking, 9:00 a.m.--6:00 p.m. Mon.--Sat.	
Parking Lot	*Description*
300 Block Main	Third to Fourth, North of Main
Alley Lot (South 17 stalls)	North of Main—Fourth to Third
Marquette Square	James to George, W. of Wisconsin
Mission Square	George to Charles, W. of Wisconsin
Nicolet Square	Third to Fourth, North of Reid

PROOFS

Third Lot	Bridge to Third, North of Main
William Lot	William to Cass, W. of Wisconsin

Three-Hour Parking 9:00 a.m.--6:00 p.m. Mon.—Sat.			
Parking Lot	*No. Stalls*	*Parking ROW/From Dir.*	*Located No. of Stalls/From Dir.*
400 BLK Reid Street and Main Ave District	5	1/N	7/W. through 11/W
400 BLK Reid Street and Main Ave District	13	1/N	14/W. through 26/W
400 BLK Reid Street and Main Ave District	3	1/N	28/W. through 30/W

Three-Hour Parking, 9:00 a.m.--6:00 p.m. Mon.--Sat. Except Thursdays from 10:00 a.m.—8:00 p.m. Starting June 21, 2018, and Ending September 28, 2018	
Parking Lot	*Description*
Bridge Lot	George Street extended between Broadway Front Streets

Long-term parking			
Parking Lot	*No. Stalls*	*Parking ROW/From Dir.*	*Located No. of Stalls/From Dir.*
Alley lot	8	1/N.	18/W. through 25/W.
Alley lot	17	1/N.	1/W. through 17/W.
Broadway Lot	All Stalls		
Marquette Square	9	1/N.	1/W. through 9/W.
Mission Square	10	1/N.	1/W. through 10/W.
Mission Square	11	1/E.	1/S. through 11/S.
Mission Square	8	2/E.	1/S. through 8/S.
Mission Square	7	3/E.	1/S. through 7/S.
Perrot Square	12	3/N.	1/W. through 12/W.
Third Street	5	1/E.	1E./5NE.
William Lot	10	1/N.	1/W. through 10/W.
William Lot	10	2/N.	1/W. through 10/W.
William Lot	11	3/N.	1/W. through 11/W.
William Lot	11	4/N.	1/W. through 11/W.
William Lot	9	1/W.	1/S. through 9/S.
Wisconsin Lot	All Stalls		
400 BLK Reid Street and Main Avenue	2	1/N	5/W. through 6/W

PROOFS

400 BLK Reid Street and Main Avenue	43	2/N	All stalls

Long-Term Parking Except Thursdays from 10:00 a.m.—8:00 p.m. Starting June 21, 2018, and Ending September 28, 2018			
Parking Lot	*No. Stalls*	*Parking ROW/From Dir.*	*Located No. of Stalls/From Dir.*
Bridge Lot	14	2/N.	1/W. through 14/W.
Bridge Lot	14	3/N.	1/W. through 14/W.
Bridge Lot	4	4/N.	1/W. through 4/W.

Long-Term Parking 9:00 a.m.--6:00 p.m. Mon.--Sat			
Parking Lot	*No. Stalls*	*Parking ROW/From Dir.*	*Located No. of Stalls/From Dir.*
360 Main Avenue	All Stalls		

Long-Term Parking November 1—April 30			
Parking Lot	*No. Stalls*	*Parking ROW/From Dir.*	*Located No. of Stalls/From Dir.*
Bridge Lot	2	1/N.	1/W. through 2/W.

Three-Hour Parking with Long-Term Permit			
Parking Lot	*No. Stalls*	*Parking ROW/From Dir.*	*Located No. of Stalls/From Dir.*
Nicolet Square	16	1/S.	1/W. through 16/W.
Nicolet Square	16	2/S.	1/W. through 16/W.
Nicolet Square	16	3/S.	1/W. through 16/W.
Nicolet Square East	5	1/W.	1/S. through 5/S.

Handicap Parking			
Parking Lot	*No. Stalls*	*No Parking.* Row/From Dir.	*Located No. of.* Stalls From Dir.
300 Blk. Main	1	1/E.	1/N.
Allard (Reid and Grant)	1	1/E.	25/S.
Bomier Boat Ramp	1	1/W.	1/N.
Bridge lot	2	1/E.	1/N. and 2/N.
Area F-F	1	1/N.	1/W.
City Hall/Safety	1	1/S.	1/W.
City Hall/Safety	1	4/N.	1/W.
Cook St. Athletic Field	1	1/N.	1/W.
Fourth (Reid-Main)	1	1/E.	1/S.

PROOFS

Fox Point Boat Ramp Area G-G	4	1/S.	1/W. through 4/W.
Ice Rec. Center	2	1/E.	2/N. and 3/N.
Legion Park	2	1/S.	1/W. and 2/W.
Marquette Mall	2	4/N.	1/W. and 2/W.
Marquette Mall	1	1/W.	10/S.
Mission Square	5	1/W.	7/S. through 12/S.
Municipal Service Center	1	1/W.	1/E.
Nicolet Square	1	1/N.	6/W.
Nicolet Square	1	1/N.	27/W.
Nicolet Square	1	1/N.	1/W.
Nicolet Square	2	1/E.	1/N. and 12/N.
Optimist Park--Erie Street Lot	2	1/E.	1/S. & 2/S.
Patriot Park	1	1/S.	9/E.
Perrot Square	2	2/N.	1/W. and 2/W.
Third Lot	1	1/E.	1/S.
VFW. Park	1	1/S.	1/W.
VFW. Park	2	1/N.	1/W. and 2/W.
Voyageur Park	1	1/N.	1/W.
Voyageur Park	1	1/S.	1/W.
Voyageur Park	1	1/S.	14/W.
William Lot	2	1/S.	1/E. and 2/E.
William Lot	1	4/S.	1/E.
William Lot	1	5/S.	1/E.
400 BLK Reid Street and Main Ave	4	1/N	1/W. through 4/W
400 BLK Reid Street and Main Ave	2	1/N	12/W. through 13/W
400 BLK Reid Street and Main Ave	2	1/N	32/W. through 33/W

Reserved Parking for River Thyme May 1-October 31			
Parking Lot	No. Stalls	Parking ROW/. From Dir.	Located No.. of Stalls/. From Dir.
Bridge Lot	2	1/N.	1/W. through 2/W.

Park parking only				
RR	Voyageur Park Lot	16	1/N.	1/E. through 16/E.

PROOFS

RR	Voyageur Park Lot	23	4/E.	1/N. through 23/N.
RR	Voyageur Park Lot	23	5/E.	1/N. through 23/N.
RR	Voyageur Park Lot	27	6/E.	1/N. through 27/N.

Vehicle with Trailer Parking Only			
Parking Lot	*No. Stalls*	*Parking ROW/From Dir.*	*Located No. of Stalls/From Dir.*
Bomier Boat Launch	6	2/E.	1/S. through 6/S.
Bomier Boat Launch	7	3/E.	1/S. through 7/S.
Fox Point Boat Landing	2	1/N.	1/W. through 2/W.
Fox Point Boat Landing	24	1/E.	2/S. through 25/S.
Fox Point Boat Landing	20	2/E.	1/S. through 20/S.
Fox Point Boat Landing	20	3/E.	1/S. through 12/S. and. 14/S. through 21/S.
Fox Point Boat Landing	12	4/E.	1/S. through 12/S.
Fox Point Boat Landing	12	5/E.	1/S. through 12/S.
Perkofski Boat Ramp	12	1/N.	1/W. through 12/W.

(Code 1974, §§ 43-16—43-22; Code 2001, § 150-23; Ord. No. 99-09, § 1, 4-20-1999; Ord. No. 99-21, §§ 1—8, 9-7-1999; Ord. No. 99-23, § 1, 9-21-1999; Ord. No. 99-29, § 1, 12-21-1999; Ord. No. 00-17, §§ 1—3, 8-15-2000; Ord. No. 00-24, §§ 1—3, 11-21-2000; Ord. No. 01-03, §§ 1, 2, 2-21-2001; Ord. No. 01-07, §§ 1—4, 6-19-2001; Ord. No. 01-13, §§ 1—5, 8-23-2001; Ord. No. 01-15, § 1, 9-18-2001; Ord. No. 01-19, §§ 1, 2, 10-16-2001; Ord. No. 01-22, §§ 1—3, 11-20-2001; Ord. No. 02-03, §§ 1, 2, 2-20-2002; Ord. No. 02-07, §§ 7—9, 3-19-2002; Ord. No. 02-17, §§ 1—3, 7-16-2002; Ord. No. 02-28, §§ 1, 2, 8-20-2002; Ord. No. 02-31, § 1, 10-1-2002; Ord. No. 02-33, §§ 1, 2, 4, 10-15-2002; Ord. No. 02-35, § 1, 11-6-2002; Ord. No. 03-03, §§ 1—4, 1-21-2003; Ord. No. 03-08, §§ 1, 2, 4-15-2003; Ord. No. 03-11, §§ 1, 2, 7-1-2003; Ord. No. 03-19, §§ 1—3, 8-19-2003; Ord. No. 03-30, § 1, 10-21-2003; Ord. No. 04-10, § 1, 3-16-2004; Ord. No. 04-12, § 3, 5-4-2004; Ord. No. 04-19, § 1, 8-3-2004; Ord. No. 04-27, §§ 1, 2, 11-3-2004; Ord. No. 04-31, § 1, 12-7-2004; Ord. No. 05-12, §§ 1—3, 4-19-2005; Ord. No. 05-31, § 1, 8-16-2005; Ord. No. 05-35, § 1, 9-20-2005; Ord. No. 05-39, § 2, 10-18-2005; Ord. No. 05-47, § 1, 1-3-2006; Ord. No. 06-29, § 1, 10-3-2006; Ord. No. 06-42, §§ 1, 2, 11-21-2006; Ord. No. 07-05, § 1, 2-21-2007; Ord. No. 07-10, § 1, 4-1-2007; Ord. No. 07-23, § 1, 9-18-2007; Ord. No. 07-24, §§ 1—6, 9-18-2007; Ord. No. 07-26, §§ 1, 2, 10-16-2007; Ord. No. 07-30, §§ 1—4, 10-16-2007; Ord. No. 08-03, §§ 1, 2, 3-4-2008; Ord. No. 08-08, § 1, 4-15-2008; Ord. No. 08-18, §§ 1, 2, 7-15-2008; Ord. No. 08-22, §§ 1, 2, 8-19-2008; Ord. No. 08-29, §§ 1—4, 10-21-2008; Ord. No. 09-11, § 1, 4-21-2009; Ord. No. 09-17, § 1, 7-21-2009; Ord. No. 09-23, § 1, 10-6-2009; Ord. No 09-26, § 1, 11-17-2009; Ord. No. 10-02, § 1, 2-2-2010; Ord. No. 10-04, §§ 1, 2, 2-17-2010; Ord. No. 10-14, § 1, 8-17-2010; Ord. No. 10-16, § 1, 9-7-2010; Ord. No. 10-18, § 1, 9-7-2010; Ord. No. 10-20, § 1, 9-21-2010; Ord. No. 10-21, § 1, 10-19-2010; Ord. No. 10-25, § 1, 11-3-2010; Ord. No. 10-26, § 1, 11-16-2010; Ord. No. 10-24, § 1, 12-21-2010; Ord. No. 11-02, § 1, 1-18-2011; Ord. No. 11-03, § 1, 2-16-2011; Ord. No. 11-16, § 1, 10-4-2011; Ord. No. 12-07, §§ 1—3, 3-20-2012; Ord. No. 12-10, §§ 1, 2, 4-17-2012; Ord. No. 12-13, § 1, 6-19-2012; Ord. No. 12-17, § 1, 7-17-2012; Ord. No. 12-27, §§ 1, 2, 10-16-2012; Ord. No. 13-11, § 1, 4-16-2013; Ord. No. 13-16, § 1, 8-20-2013; Ord. No. 13-24, § 1, 11-19-2013; Ord. No. 14-02, § 1, 2-18-2014; Ord. No. 14-13, § 1, 10-7-2014; Ord. No. 14-15, § 1, 11-18-2014; Ord. No. 15-08, §§ 1, 2, 2-17-2015; Ord. No. 15-16, §§ 1, 2, 4-21-2015; Ord. No. 15-24, §§ 1, 2, 8-18-2015; Ord. No. 15-29, §§ 1, 2, 10-20-2015; Ord. No. 16-09, § 1, 6-21-2016; Ord. No. 16-27, §§ 1, 2, 11-15-2016; Ord. No. 17-02, § 1, 1-17-2017; Ord. No. 16-31, § 1, 12-20-2016; Ord. No. 17-06, § 1, 5-2-2017; Ord. No. 17-10, § 1, 6-6-2017; Ord. No. 17-16, § 1, 9-5-2017; Ord. No. 17-19, § 1, 10-17-2017; Ord. No. 18-08, § 3, 3-6-2018; Ord. No. 18-10, §§ 1—3, 6-19-2018; Ord. No. 18-12, §§ 1, 2, 7-17-2018; Ord. No. 18-11, § 1, 8-7-2018; Ord. No. 18-21, § 1, 10-16-2018; Ord. No. 18-26, § 1, 12-4-2018; Ord. No. 19-03, §§ 1, 2, 1-15-2019; Ord. No. 19-10, § 1, 4-16-2019; Ord. No. 19-16, § 1, 6-18-2019; Ord. No. 19-22, §§ 1—3, 10-7-2019; Ord. No. 19-27, §§ 1, 2, 12-17-2019; Ord. No. 20-02, §§ 2, 4, 3-17-2020; Ord. No. 20-07, § 1, 6-8-2020; Ord. No. 20-12, § 1, 8-18-2020; Ord. No. 20-20, §§ 1, 2, 12-1-2020; Ord. No. 20-23, § 1, 12-15-2020; Ord. No. 21-23, § 1, 10-5-2021; Ord. No. 21-24, § 1, 10-19-2021; Ord. No. 22-02, § 1, 2-1-2022; Ord. No. 22-07, § 2, 9-20-2022; Ord. No. 22-09, § 1, 10-18-2022; Ord. No. 22-12, § 1, 11-7-2022; Ord. No. 23-01, § 1, 1-17-2023; Ord. No. 23-03, §§ 1, 2, 2-22-2023)

PROOFS

Sec. 150-24. Neighborhood electric vehicles.

(a) *Defined.* The term "neighborhood electric vehicle" means a self-propelled motor vehicle that has successfully completed the NEV America Test Program conducted by the federal Department of Energy, which conforms to the definition and requirements for low-speed vehicles as adopted in the federal motor vehicle safety standards for low-speed vehicles under 49 CFR 571.3(b) and 571.500, and which is authorized under Wis. Stats. § 349.26. Low-speed vehicles are also defined in Wis. Stats. § 340.01(27h).

(b) *Use allowed.*

(1) Subject to the requirements set forth herein, neighborhood electric vehicles may be operated on roadways within the city which have a maximum speed limit of 35 mph or less.

(2) All operators of neighborhood electric vehicles shall conform to all regulations contained in this chapter, including the provisions of state motor vehicle laws incorporated herein, except those provisions which by their express terms have no application to a neighborhood electric vehicle.

(3) All operators of neighborhood electric vehicles shall have a current and valid driver's license issued by the state of their domicile.

(4) No neighborhood electric vehicle may be operated on roadways within the city which have a maximum speed limit of 40 mph or more.

(c) *Penalties.* Any person who violates any provision of this chapter shall be punished by a forfeiture not to exceed $1,000.00 per occurrence.

(Code 2001, § 150-131; Ord. No. 06-30, § 1, 10-3-2006)

Sec. 150-25. Compression braking prohibited.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Compression brake means a device primarily on trucks for the conversion of the engine from an internal combustion engine to an air compressor for the purpose of braking, with or without the use of, or in addition to, wheel brakes.

(b) *Prohibited conduct.* No person shall use a motor vehicle within city limits where the compression brake is in any way engaged or activated on such motor vehicle or any unit which is a part thereof except for the aversion of imminent danger. This subsection shall not apply to fire trucks or fire equipment.

(Code 2001, § 150-132; Ord. No. 19-29, § 1, 12-17-2019)

PROOFS

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 15, 2023**
DEPARTMENT:	**Finance Department**
FROM:	**Pamela Manley**
SUBJECT:	**Resolution #23-74, A Resolution Authorizing and Providing for the Sale and Issuance of $8,370,000 General Obligation Promissory Notes, Series 2023A, and All Related Details.**

The attached resolution has been updated to reflect the final pricing of $8,350,000 received from Baird on August 15th, 2023.

ATTACHMENTS:

- De Pere 2023A G.O. Promissory Notes - Award Resolution - Final (PDF)

COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN

August 15, 2023 **Resolution No.: 23-74**

A Resolution Authorizing and Providing for the Sale and Issuance of $8,350,000 General Obligation Promissory Notes, Series 2023A, and All Related Details

RECITALS

The Common Council (the "**Governing Body**") of the City of De Pere, Wisconsin (the "**Issuer**") makes the following findings and determinations:

1. The Issuer is in need of funds to finance installation of security cameras; the purchase of vehicles and equipment for the police, fire, public works, and parks departments; improvements to park, community center, and other municipal buildings; the purchase of property and improvements to public grounds for the public works department; grants for façade improvements in the Issuer's Tax Incremental District Numbers 7 and 9; highway and infrastructure improvements and right-of-way acquisitions in the Issuer's Tax Incremental District Numbers 7, 9, 11, 12, and 15; improvements to parks and public grounds, including, but not limited to, landscaping; and construction of and improvements to streets, sidewalks, and bridges, and related site preparation, lighting, and signage (collectively, the "**Project**").

2. On July 18, 2023, the Governing Body adopted an initial resolution authorizing the issuance of general obligation promissory notes of the Issuer in the principal amount of approximately $8,370,000 for the purposes of the Project (the "**Initial Resolution**").

3. The Governing Body now wishes to borrow the funds needed for the Project by selling and issuing its $8,350,000 General Obligation Promissory Notes, Series 2023A (the "**Obligations**") pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes.

4. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

5. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the capitalized terms defined in the recitals above, capitalized terms not otherwise defined in this resolution shall have the meanings set forth below unless the context requires another meaning.

"**Book-Entry System**" means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Continuing Disclosure Agreement**" means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

"**Debt Service Fund**" means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

"**Debt Service Fund Account**" has the meaning given in Section 16.

"**Depository**" means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

"**DTC**" means The Depository Trust Company.

"**Financial Officer**" means the Issuer's Treasurer.

"**Fiscal Agent**" means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10(2) of the Wisconsin Statutes.

"**Governing Body**" has the meaning given in the recitals to this resolution.

"**Issuer**" has the meaning given in the recitals to this resolution.

"**Municipal Officers**" means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer's behalf.

"**Obligations**" means the $8,350,000 City of De Pere, Wisconsin General Obligation Promissory Notes, Series 2023A, which are authorized to be issued pursuant to this resolution.

"**Original Issue Date**" means September 7, 2023.

"**Project**" has the meaning given in the recitals to this resolution.

"**Purchase Agreement**" means the note purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations as described in Section 14.

"**Purchase Price**" means $8,757,787.05, plus payment by the Purchaser on behalf of the Issuer of $26,965.00 for the costs of issuing the Obligations.

"**Purchaser**" means Robert W. Baird & Co. Incorporated, or a group that it leads.

"**Record Date**" means the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations.

"**Recording Officer**" means the Issuer's Clerk.

"**Register**" means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

(i) The name and address of the registered owner of each Obligation.

(ii) All transfers of each Obligation.

"**Treasurer**" means the Issuer's Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

(i) *Exhibit A* — Form of Obligation.

(ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation promissory notes of the Issuer in the aggregate principal amount of $8,350,000. The Obligations will be issued pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes to pay the costs of the Project, to pay capitalized interest, and to pay certain expenses of issuing the Obligations (including printing costs and fees for financial consultants, bond counsel, fiscal agent, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named "City of De Pere, Wisconsin General Obligation Promissory Notes, Series 2023A." The Obligations will be dated the Original Issue Date, even if

they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be $5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be payable semiannually on each March 1 and September 1, beginning on March 1, 2024, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The Issuer and the Fiscal Agent may treat the person or entity in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

Maturity Date (September 1)	Principal Amount	Interest Rate
2024	$ 710,000	5.00%
2025	500,000	5.00
2026	600,000	5.00
2027	630,000	5.00
2028	665,000	5.00
2029	700,000	5.00
2030	735,000	5.00
2031	775,000	5.00
2032	1,485,000	4.00
2033	1,550,000	4.00

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 6. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 7. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint a successor securities depository to maintain the Book-Entry System.

If on any date the Obligations are not being maintained in a Book-Entry System, then the Issuer will do the following:

(i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of $5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.

(ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10(2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 8. Redemption.

The Obligations maturing on and after September 1, 2031 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 2030 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of $5,000 in accordance with Sections 9 and 10 hereof.

Section 9. Manner of Payment/Transfers/Redemption Notices Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

Section 10. Manner of Payment/Transfers/Redemption Notices *Not* Under Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

Section 11. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 12. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all its terms.

Section 14. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price. The Issuer approves and accepts the Purchase Agreement. The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Purchase Agreement and this resolution. The Obligations shall be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price as required by this resolution.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

(i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.

(ii) A transcript of the proceedings relating to the issuance of the Obligations.

(iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them on the Original Issue Date.

Section 15. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations on their maturity dates.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt

service on the Obligations for such year. The tax for each year the levy is made will be in the following amounts:

Levy Year	Debt Service Amount Due in Following Year	Levy Year	Debt Service Amount Due in Following Year
2023	$1,090,697.50	2028	$931,900.00
2024	851,650.00	2029	931,900.00
2025	926,650.00	2030	935,150.00
2026	926,650.00	2031	1,606,400.00
2027	930,150.00	2032	1,612,000.00

The Issuer appropriates an amount of proceeds of the Obligations equal to $109,510.46 to pay a portion of the interest due on the Obligations on March 1, 2024. The amount shall be applied as provided in Section 17 hereof. As a result of the appropriation, a portion of the taxes levied for the interest due in 2024 may be abated.

Section 16. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the "**Debt Service Fund Account**"), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the date of delivery of the Obligations and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited and kept by the Treasurer in a separate fund as provided in Section 67.10(3) of the Wisconsin Statutes. The fund shall be designated with both the name of the Obligations and the name Borrowed Money Fund (the "**Borrowed Money Fund**"). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project, the costs of issuing the Obligations, the costs of investing amounts in the Borrowed Money Fund, and capitalized interest, or (ii) transferred to the Debt Service Fund Account as provided by law. The portion of the proceeds of the Obligations that has been appropriated to pay capitalized interest on the Obligations will be held in the Borrowed Money Fund until

needed to pay interest on the Obligations, at which time the necessary amount will be transferred to the Debt Service Fund Account and applied to the required interest payment.

Section 18. Official Statement.

The Issuer ratifies and approves the preliminary offering document prepared and distributed in connection with the sale of the Obligations, and the Issuer authorizes and directs the final version of such document (the "**Official Statement**") to be prepared prior to the issuance of the Obligations; *provided, however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 19. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer's official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 20. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

(i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.

(ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 21. Qualified Tax-Exempt Obligations.

The Issuer designates the Obligations as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

Section 22. Tax Law Covenants.

The Issuer covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 23. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 24. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 25. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 26. Effective Date

This resolution takes effect upon its adoption and approval in the manner provided by law.

Adopted: August 15, 2023

Approved: August ___, 2023

_____
Mayor

_____
Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("**DTC**"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF DE PERE

Registered

No. R-___ $_____

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2023A

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	September 1, 20__	September 7, 2023	241361 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF DE PERE, WISCONSIN (herein called the "**Issuer**"), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is payable semiannually on March 1 and September 1, beginning on March 1, 2024, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the "**Obligations**") of the Issuer of an aggregate principal amount of $8,350,000, all of like tenor, except as to denomination, interest rate, and maturity date, issued by the Issuer pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on August 15, 2023, entitled: "A Resolution Authorizing and Providing for the Sale and Issuance of $8,350,000 General Obligation Promissory Notes, Series 2023A, and All Related Details" (the "**Resolution**"). The Obligations are issuable only in the form of fully registered notes.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a "**Depository**"), or in the name of the Depository's nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a "**Book-Entry System**"). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect by Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer under Section 67.10(2) of the Wisconsin Statutes (the "**Fiscal Agent**"), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent on each interest payment date, by wire or other electronic money transfer or, by check of the Fiscal Agent sent by first class mail to the person or entity in whose name this Obligation is registered on the register (the "**Register**") maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the "**Record Date**"). The Issuer and the Fiscal Agent may treat the person or entity in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrepealable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on and after September 1, 2031 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 2030 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of $5,000 as set forth below.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the

surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF DE PERE, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

CERTIFICATE OF AUTHENTICATION

Dated: September ____, 2023

This Obligation is one of the Obligations described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE
CITY OF DE PERE, WISCONSIN
RELATING TO NOTE SALE

On August 15, 2023, pursuant to Section 67.12(12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of De Pere, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation promissory notes in the principal amount of $8,350,000. It is anticipated that the closing of this note financing will be held on or about September 7, 2023. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 335 South Broadway Street, De Pere, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Publication Date: August ____, 2023

/s/ Carey E. Danen
City Clerk

CERTIFICATIONS OF CLERK

I, Carey E. Danen, certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the "**Municipality**"), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the "**Governing Body**"), and that attached to this certificate is a true, correct, and complete copy of the resolution (the "**Resolution**") entitled:

A Resolution Authorizing and Providing for the Sale and Issuance of $8,350,000 General Obligation Promissory Notes, Series 2023A and All Related Details

I further certify as follows:

1. **Meeting Date**. On August 15, 2023, a meeting of the Governing Body was held beginning at _____ p.m.

2. **Posting**. On August ____, 2023 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality's offices in De Pere, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.

3. **Notification of Media**. On August ____, 2023 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality. The communication specifically referred to the Resolution.

4. **Open Meeting Law Compliance**. The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present**. The meeting was duly called to order by the Mayor (the "**Presiding Officer**"), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

7. **Adoption of Resolution**. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on August ____, 2023, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice**. I have caused the Notice to Electors, in the form of Exhibit B to the Resolution, to be published in the Municipality's official newspaper as specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate on August _____, 2023.

_____
Clerk

[SEAL]

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 15, 2023**
DEPARTMENT:	**Finance Department**
FROM:	**Pamela Manley**
SUBJECT:	**Resolution #23-75, A Resolution Authorizing and Providing for the Sale and Issuance of $6,720,000 Taxable General Obligation Promissory Notes, Series 2023B, and All Related Details.**

The attached resolution has been updated to reflect the final pricing of $6,670,000 received from Baird on August 15th, 2023.

ATTACHMENTS:

- De Pere 2023B Taxable G.O. Promissory Notes - Award Resolution - Final (PDF)

COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN

August 15, 2023 **Resolution No.: 23-75**

A Resolution Authorizing and Providing for the Sale and Issuance of $6,670,000 Taxable General Obligation Promissory Notes, Series 2023B, and All Related Details

RECITALS

The Common Council (the "**Governing Body**") of the City of De Pere, Wisconsin (the "**Issuer**") makes the following findings and determinations:

1. The Issuer is in need of funds to finance one or more grants in the form of a development rebate to one or more developers to encourage development in the Issuer's Tax Incremental District Numbers 9, 10, 11, 12, and 15, and a land purchase in Tax Incremental District Number 12 (the "**Project**").

2. On July 18, 2023, the Governing Body adopted an initial resolution authorizing the issuance of general obligation promissory notes of the Issuer in the principal amount of approximately $6,720,000 for the purposes of the Project (the "**Initial Resolution**").

3. The Governing Body now wishes to borrow the funds needed for the Project by selling and issuing its $6,670,000 Taxable General Obligation Promissory Notes, Series 2023B (the "**Obligations**") pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes.

4. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

5. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the capitalized terms defined in the recitals above, capitalized terms not otherwise defined in this resolution shall have the meanings set forth below unless the context requires another meaning.

"**Book-Entry System**" means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Continuing Disclosure Agreement**" means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

"**Debt Service Fund**" means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

"**Debt Service Fund Account**" has the meaning given in Section 16.

"**Depository**" means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

"**DTC**" means The Depository Trust Company.

"**Financial Officer**" means the Issuer's Treasurer.

"**Fiscal Agent**" means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10(2) of the Wisconsin Statutes.

"**Governing Body**" has the meaning given in the recitals to this resolution.

"**Issuer**" has the meaning given in the recitals to this resolution.

"**Municipal Officers**" means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer's behalf.

"**Obligations**" means the $6,670,000 City of De Pere, Wisconsin Taxable General Obligation Promissory Notes, Series 2023B, which are authorized to be issued pursuant to this resolution.

"**Original Issue Date**" means September 7, 2023.

"**Project**" has the meaning given in the recitals to this resolution.

"**Purchase Agreement**" means the note purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations as described in Section 14.

"**Purchase Price**" means $6,579,615.00, plus payment by the Purchaser on behalf of the Issuer of $23,685,00 for the costs of issuing the Obligations.

"**Purchaser**" means Robert W. Baird & Co. Incorporated, or a group that it leads.

"**Record Date**" means the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations.

"**Recording Officer**" means the Issuer's Clerk.

"**Register**" means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

(i) The name and address of the registered owner of each Obligation.

(ii) All transfers of each Obligation.

"**Treasurer**" means the Issuer's Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

(i) *Exhibit A* — Form of Obligation.

(ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation promissory notes of the Issuer in the aggregate principal amount of $6,670,000. The Obligations will be issued pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes to pay the costs of the Project, to pay capitalized interest, and to pay certain expenses of issuing the Obligations (including printing costs and fees for financial consultants, bond counsel, fiscal agent, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named "City of De Pere, Wisconsin Taxable General Obligation Promissory Notes, Series 2023B." The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be $5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be payable semiannually on each March 1 and September 1, beginning on March 1, 2024, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person or entity in

whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The Issuer and the Fiscal Agent may treat the person or entity in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

Maturity Date (September 1)	Principal Amount	Interest Rate
2024	$70,000	5.60%
2025	75,000	5.40
2026	595,000	4.95
2027	620,000	4.85
2028	640,000	4.85
2029	675,000	4.90
2030	715,000	4.90
2031	935,000	4.90
2032	1,140,000	4.90
2033	1,205,000	5.00

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 6. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 7. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint a successor securities depository to maintain the Book-Entry System.

If on any date the Obligations are not being maintained in a Book-Entry System, then the Issuer will do the following:

(i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of $5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.

(ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10(2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 8. Redemption.

The Obligations maturing on and after September 1, 2031 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 2030 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of $5,000 in accordance with Sections 9 and 10 hereof.

Section 9. Manner of Payment/Transfers/Redemption Notices Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

Section 10. Manner of Payment/Transfers/Redemption Notices *Not* Under Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the

Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

Section 11. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 12. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all its terms.

Section 14. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price. The Issuer approves and accepts the Purchase Agreement. The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the

Purchase Agreement and this resolution. The Obligations shall be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price as required by this resolution.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

(i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations.

(ii) A transcript of the proceedings relating to the issuance of the Obligations.

(iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them on the Original Issue Date.

Section 15. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations on their maturity dates.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. The tax for each year the levy is made will be in the following amounts:

Levy Year	Debt Service Amount Due in Following Year	Levy Year	Debt Service Amount Due in Following Year
2023	$393,091.40	2028	$905,035.00
2024	399,647.50	2029	911,960.00
2025	915,597.50	2030	1,096,925.00
2026	911,145.00	2031	1,256,110.00
2027	901,075.00	2032	1,265,250.00

The Issuer appropriates an amount of proceeds of the Obligations equal to $570,694.26 to pay the interest due on the Obligations in 2024, on March 1, 2025, and a portion of September 1, 2025. The amount shall be applied as provided in Section 17 hereof. As a result of the

appropriation, a portion of the taxes levied for the interest due in the years 2024 and 2025 may be abated.

Section 16. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the "**Debt Service Fund Account**"), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the date of delivery of the Obligations and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited and kept by the Treasurer in a separate fund as provided in Section 67.10(3) of the Wisconsin Statutes. The fund shall be designated with both the name of the Obligations and the name Borrowed Money Fund (the "**Borrowed Money Fund**"). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project, the costs of issuing the Obligations, the costs of investing amounts in the Borrowed Money Fund, and capitalized interest, or (ii) transferred to the Debt Service Fund Account as provided by law. The portion of the proceeds of the Obligations that has been appropriated to pay capitalized interest on the Obligations will be held in the Borrowed Money Fund until needed to pay interest on the Obligations, at which time the necessary amount will be transferred to the Debt Service Fund Account and applied to the required interest payment.

Section 18. Official Statement.

The Issuer ratifies and approves the preliminary offering document prepared and distributed in connection with the sale of the Obligations, and the Issuer authorizes and directs the final version of such document (the "**Official Statement**") to be prepared prior to the issuance of the Obligations; *provided, however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 19. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer's official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase

Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 20. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

(i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.

(ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 21. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 22. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 23. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 24. Effective Date

This resolution takes effect upon its adoption and approval in the manner provided by law.

Adopted: August 15, 2023

Approved: August ___, 2023

_____
Mayor

_____
Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("**DTC**"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF DE PERE

Registered

No. R-___ $_____

TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2023B

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	September 1, 20__	September 7, 2023	241361 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF DE PERE, WISCONSIN (herein called the "**Issuer**"), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is payable semiannually on March 1 and September 1, beginning on March 1, 2024, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the "**Obligations**") of the Issuer of an aggregate principal amount of $6,670,000, all of like tenor, except as to denomination, interest rate, and maturity date, issued by the Issuer pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on August 15, 2023, entitled: "A Resolution Authorizing and Providing for the Sale and Issuance of $6,670,000 Taxable General Obligation Promissory Notes, Series 2023B, and All Related Details" (the "**Resolution**"). The Obligations are issuable only in the form of fully registered notes.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a "**Depository**"), or in the name of the Depository's nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a "**Book-Entry System**"). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect by Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer under Section 67.10(2) of the Wisconsin Statutes (the "**Fiscal Agent**"), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent on each interest payment date, by wire or other electronic money transfer or, by check of the Fiscal Agent sent by first class mail to the person or entity in whose name this Obligation is registered on the register (the "**Register**") maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the "**Record Date**"). The Issuer and the Fiscal Agent may treat the person or entity in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrepealable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on and after September 1, 2031 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 2030 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of $5,000 as set forth below.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the

surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF DE PERE, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

CERTIFICATE OF AUTHENTICATION

Dated: September ____, 2023

This Obligation is one of the Obligations described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE
CITY OF DE PERE, WISCONSIN
RELATING TO TAXABLE NOTE SALE

On August 15, 2023, pursuant to Section 67.12(12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of De Pere, Wisconsin authorized the borrowing of money and entered into a contract to sell taxable general obligation promissory notes in the principal amount of $6,670,000. It is anticipated that the closing of this note financing will be held on or about September 7, 2023. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 335 South Broadway Street, De Pere, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Publication Date: August ____, 2023

/s/ Carey E. Danen
City Clerk

CERTIFICATIONS OF CLERK

I, Carey E. Danen, certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the "**Municipality**"), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the "**Governing Body**"), and that attached to this certificate is a true, correct, and complete copy of the resolution (the "**Resolution**") entitled:

A Resolution Authorizing and Providing for the Sale and Issuance of $6,670,000 Taxable General Obligation Promissory Notes, Series 2023B and All Related Details

I further certify as follows:

1. **Meeting Date**. On August 15, 2023, a meeting of the Governing Body was held beginning at _____ p.m.

2. **Posting**. On August ___, 2023 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality's offices in De Pere, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.

3. **Notification of Media**. On August ___, 2023 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality. The communication specifically referred to the Resolution.

4. **Open Meeting Law Compliance**. The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present**. The meeting was duly called to order by the Mayor (the "**Presiding Officer**"), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

7. **Adoption of Resolution**. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on August ____, 2023, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice**. I have caused the Notice to Electors, in the form of Exhibit B to the Resolution, to be published in the Municipality's official newspaper as specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate on August _____, 2023.

_____
Clerk

[SEAL]

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 15, 2023**
DEPARTMENT:	**Finance Department**
FROM:	**Pamela Manley**
SUBJECT:	**Resolution #23-76 Approving State Debt Collection Agreement with the State of Wisconsin Department of Revenue.**

The Finance-Personnel Committee voted unanimously to recommend approval of this item at its August 8, 2023 meeting.

ATTACHMENTS:

- Reso23-76 (PDF)
- State Debt Collection Memo (PDF)
- State Debt Collection Agreement (PDF)

RESOLUTION #23-76

APPROVING STATE DEBT COLLECTION AGREEMENT WITH THE
STATE OF WISCONSIN DEPARTMENT OF REVENUE

WHEREAS, Wis. Stats. § 71.93(8) allows the Wisconsin Department of Revenue (WDOR) to enter into intergovernmental agreements for collection of debt owed to municipalities; and

WHEREAS, the City desires to enter into a State Debt Collection Agreement with WDOR to assist with the collection of delinquent invoices over 90 days past due, greater than $50.00 but less than $1,000.00, pursuant to the terms and conditions of the attached State Debt Collection Agreement; and

WHEREAS, the Finance/Personnel Committee has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is hereby authorized and directed to enter into the attached State Debt Collection Agreement, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of August, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/08/2023

CITY OF DE PERE
MEMO

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Pam Manley, Finance Director
Date: August 2, 2023

RE: **State Debt Collection Agreement**

To assist with the collection of delinquent invoices I am requesting approval to enter into an agreement with the Wisconsin Department of Revenue for debt collection services. The State Debt Collection (SDC) program allows us to send delinquent invoices to the State to pursue collection. Once the debt is referred to the State, they will assess collection costs to the debtor. Personal information such as a social security number or driver's license number is needed to place the debt with the state. Currently, I hope to use this for collection of delinquent invoices for accidents less than $1,000 (over $1,000 goes to our insurance company). This agreement has been reviewed by our City Attorney.

Please reach out to me prior to the meeting with any questions you may have.

State of Wisconsin
Department of Revenue

State Debt Collection Agreement

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Introduction

This agreement between the _____, (hereafter referred to as "agency") and the Wisconsin Department of Revenue (hereafter referred to as "department") will set forth the requirements and expectations relating to debt collection services.

Statutory Authority

The department is authorized pursuant to sec. 71.93(8), Wis. Stats., to enter into a written agreement to collect any amount owed to the agency.

Duties of the Agency

1. Debt sent to the department for collection must be:
    - Greater than $50.00
    - At least 90 days past due, unless the agency is negotiating a payment plan, has an active payment plan in good standing, the debtor has filed for bankruptcy, the debtor is deceased, or the debtor has objected to the basis of the debt and the agency is responding to the objection
    - Reduced to a judgment or the debtor was provided with reasonable notice and an opportunity to be heard with regard to the validity of the debt
2. At least 30 days prior to referral of the debt to the department, the agency shall send notice to the debtor of the agency's intention to refer the debt to the department for collection. The notice must state the nature and amount of the debt, identify the agency to whom the debt is owed, and advise the debtor that collection costs will be assessed once the debt is referred to the department. Any appeal periods must have expired and all disputes resolved prior to referral of debt to the department.
3. The agency shall send the following file updates in an electronic format using the department's online application or by file exchange using the department's prescribed file layout:
    - New debts submitted to the department must contain the following information:
        - Legal name
        - Social Security Number (SSN), Federal Employer Identification Number (FEIN) or Driver's License Number (DLN)
        - Unique personal identification number that is not the SSN.
        - Unique debt identification number.
        - Original date the debt was incurred.
        - A short debt description and a more detailed debt description used to aid in the collection process.
    - A debt may only be updated or recalled by the agency for the following reasons:

- Recalling a debt that was submitted in error. The agency agrees to contact the department prior to recalling a debt to discuss the action. The department will cease collection actions in progress.
- Changing an estimated assessment to the actual amount due
- Correcting a debt balance due to error on initial submission
- Changing the debt balance for other administrative adjustment

4. The agency agrees to adjust all debts certified to the department's Tax Refund Intercept Program (TRIP) that they intend to send to the department for debt collection to a zero balance. Through this agreement, the department will offset refunds to the agency's debts according to the debt setoff hierarchy as authorized in sec. 71.93(3)(a), Wis. Stats.
5. Once debt is referred to the department for collection, the agency shall discontinue billing statements, demand letters, and active collection efforts. The agency will direct all debtor calls or requests regarding collection of the debt to the department.
6. Once a debt is referred to the department for collection, the agency shall forward any payments received to the department for processing. Department collection fee must be paid even if the debtor sends full payment of the debt to the agency.
7. If the debt is compromised or settled by the agency, the agency shall contact the department to determine the amount owed to the department for the collection fee. The agency is responsible for the full collection fee, based on the original amount certified, when entering a compromise or settlement agreement.
8. Correspondence and telephone inquiries received that relate to the validity of the debt shall be forwarded to the agency for a timely response. The agency must have resources available to assist debtors and department collectors with debt-related issues.
9. Once a debt is collected in full by the department, the debt is returned to the agency as satisfied. The agency shall not submit any changes to the department after the debt is satisfied. If the agency determines the debtor owed a lesser amount or the debt should have been adjusted, the agency shall refund the debtor the amount of overpayment received plus the department collection fee calculated at 15% of the amount overpaid, if appropriate. The department will not refund any paid collection when a debt is satisfied.
10. A debt certified by the agency using the wrong SSN or DLN will be reversed by the department and returned to the agency. Any payments and refund setoffs that occur because of erroneous identification information will be reversed by the department. The agency shall be responsible for reimbursement of collection fees or unrecoverable amounts due to submitting a debt with incorrect identification information.
11. The agency shall be responsible and liable for any claims or lawsuits made against the department arising from collection of a debt that is alleged to be incorrect or not owed by the debtor.
12. The agency agrees to maintain the confidentiality of all accounts, correspondence, documents and any other related information, which may be obtained from or furnished by the

department in accordance with all applicable state and federal laws. If a third party is used by the agency to manage the debts referred to the department, the third party must sign a Vendor Confidentiality and Non-Disclosure Agreement with the department and will be bound by the same confidentiality requirements. Any unauthorized use or disclosure of such information, or inadequate procedures for safeguarding the confidentiality of such information, constitutes grounds for immediate termination of this agreement. All agency and vendor users who have access to the department's online system or access to files exchanged between the agency and the department must sign the attached user Certification of Understanding.

13. The agency shall review reports transmitted, reconcile accounts and notify the department within 60 days of any discrepancies.
14. The agency shall have technical staff available to maintain electronic file layouts, electronic reports, and other requirements as needed. Agency and department contact information will be periodically updated.

Duties of the Department

1. The department shall take all reasonable and cost-effective actions to collect referred debts. Collection efforts may include, but are not limited to:
    - Identify assets available for satisfaction of debts
    - Send demand letters
    - Subpoena records
    - Setoff refunds
    - Negotiate and monitor payment plans
    - Levy assets
    - Certify wages
2. The Secretary of the department may waive the referral of certain types of debts.
3. The department shall collect debts and assess interest in the same manner that it collects taxes and assesses interest under secs. 71.82(2), 71.91, 71.92, and 73.03 (20), Wis. Stats.
4. The department shall add a collection fee to each debt referred for collection. The collection fee is reviewed periodically and may be adjusted up or down. The department will provide 30 days' notice to the agency prior to any fee adjustment.
5. The department shall apply payments made on delinquencies first to fees, then penalties and interest, with the balance applied to principal. The department shall notify the agency and disburse payments on a monthly basis.
6. The department shall collect against debtors who owe multiple debts to various government entities. Proceeds collected shall be applied according to Sec. 71.93(3), Wis. Stats.
7. The department shall send periodic Statements of Account to the debtor. If the agency requests interest on the debt, interest shall be posted monthly. Debtors may view account balances and make online payments at any time using the department's My Tax Account online service.

8. The department may suspend collection action on an agency account temporarily if the debtor raises concerns regarding validity of the debt that need to be addressed by the agency. The debtor shall be advised that they must contact the agency within 30 days and the department may resume collection action after 30 days unless the agency contacts the department to request additional time or recalls the debt.
9. If a payment, refund, or refundable credit is determined to be in error or is otherwise adjusted after posting to an agency debt, the department may reverse the credit and reduce the monthly distribution by the adjusted amount.
10. The department may close out any debt with a balance that falls below $20.00 and return the debt to the agency.
11. The department shall pursue debt collection until the debt is collected in full or the department has determined the debt to be uncollectible.
12. The department may pursue collection against the spouse of the debtor in accordance with Wisconsin marital property laws. When considering collection actions against a spouse, the department may take the following actions:
    a. Contact the agency. When the department identifies that a debtor is married and the debt was incurred during the marriage, the department may contact the agency for additional information regarding the nature of the debt.
    b. Contact the spouse. Prior to taking any collection action against a spouse, the department shall send a spousal notice providing an opportunity for the spouse to be heard in regards to the ability to collect from the spouse.
13. The department shall suspend collection action on debts if the debtor files bankruptcy. It is the agency's responsibility to handle all bankruptcy matters. The agency must contact the department if they wish to recall a debt when bankruptcy has been filed.
    a. If the bankruptcy is discharged, the department will contact the agency to review the debt for potential write off. If the debt survives bankruptcy, the agency must notify the department in 60 days to resume collection activity.
    b. If the bankruptcy is dismissed, the department will resume collection activity.
14. The department shall send the following files:
    a. Debt Response File – The department shall respond to all new debt submissions with a response to notify the agency whether the debt was accepted or rejected.
    b. Transaction File - The department shall notify the agency monthly of credits posted to interest and principal and disburse payments through an ACH credit or state accounting system general ledger transfer
    c. Return Debt File - The department shall return debts to the agency on a monthly basis for the following reasons:
        - The debt is satisfied
        - The debt is uncollectible

- The debtor is deceased
- The debt balance is less than $20
- The debtor name and ID do not match DOR records
- The agency recalled the debt

d. Performance Analysis Report – The department shall report on its collection performance upon agency request.

15. The department shall have collectors available to assist debtors and the agency with debt-related issues.
16. The department shall resolve any debtor disputes pertaining to improper collection by the department.
17. The department shall have technical staff available to create and maintain electronic file layouts, electronic reports, and other requirements as needed. Agency and department contact information will be periodically updated.
18. The Secretary of the department shall be the final authority in the resolution of any interagency disputes in regard to referral of debts.

Legal Requirements

This agreement is effective upon the signing below of the agency's and department's representatives. Amendments mutually agreed to by authorized representatives of the agency and the department shall become effective when signed and dated as an ADDENDUM to this agreement. If allowed by state law, the agreement may be terminated upon 60 days notice by either party.

Wisconsin Department of Revenue	Agency
_____	_____
Print Name	Print Name
_____	_____
Signature	Signature
_____	_____
Date	Date

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 15, 2023**
DEPARTMENT:	**Finance Department**
FROM:	**Pamela Manley**
SUBJECT:	**Resolution #23-77 Authorizing Second Renewal of Agreement for Consulting Services Between the City of De Pere and Key Benefits Concepts, LLC (Other Post-Employment Benefit Liability Study).**

The Finance-Personnel Committee voted unanimously to recommend approval of this item at its August 8, 2023 meeting.

ATTACHMENTS:

- Reso23-77 (PDF)
- 2nd Extension-Key Benefit Concepts, LLC(OPEB)8-23-115-003-15 (PDF)
- OPEB Actuarial Valuation Contract-2023 (PDF)
- City of DePeRe - Sub OPEB Valuation Proposal 8-2-2023 (PDF)

RESOLUTION #23-77

AUTHORIZING SECOND RENEWAL OF AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND KEY BENEFIT CONCEPTS, LLC
(Other Post-Employment Benefit Liability Study)

WHEREAS, pursuant to Government Accounting Standards Board (GASB) 74 and 75, the City is required to have an Other Post-Employment Benefit (OPEB) actuarial liability study done on a periodic basis; and

WHEREAS, the City and Key Benefit Concepts, LLC are parties to an Agreement for Consulting Services (OPEB Liability Study) dated May 29, 2015, with a renewal thereof dated February 28, 2018 ('the Agreement"); and

WHEREAS, the parties wish to renew the Agreement as indicated in the attached Second Renewal of Agreement for Consulting Services Between the City of De Pere and Key Benefit Concepts, LLC; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and City Clerk are hereby authorized and directed to execute the Second Renewal of Agreement for Consulting Services Between the City of De Pere and Key Benefit Concepts (Other Post Employment Benefit Liability Study) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of August, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/08/2023

SECOND RENEWAL OF AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND KEY BENEFIT CONCEPTS, LLC (Other Post Employment Benefit Liability Study)

THIS SECOND RENEWAL is entered into this _____ day of _____, 2023, by and between the City of De Pere ("City") and Key Benefit Concepts, LLC ("Consultant"), collectively referred to as the parties; and

WHEREAS, the City and Consultant are parties to an Agreement for Consulting Services for Other Post Employment Benefit (OPEB) Liability Study, dated May 29, 2015, with a Renewal thereof dated February 28, 2018 ("the Agreement"); and

WHEREAS, pursuant to Government Accounting Standards Board (GASB) 74 and 75, the City is required to have OPEB studies performed on a periodic basis; and

WHEREAS, the parties wish to renew the Agreement as provided herein.

NOW THEREFORE, upon the mutual promises and obligations contained herein, together with such other consideration, the receipt and sufficiency are hereby acknowledged, the parties agree to renewal of the Agreement as follows:

1. The description of the Project is as described in the Consultant's Proposal, Subsequent OPEB Valuation for the City of De Pere, attached hereto and incorporated herein as Exhibit 2023 Renewal.

2. The City accepts the proposal for a 4-year Agreement (Valuation 12/31/2022 Table Updates 12/31/2023, Updated Valuation 12/31/2024 and Table Updates 12/31/2025) and shall pay Consultant the rates as set forth in Exhibit 2023 Renewal.

3. Unless specifically modified by this Second Renewal, all other terms, conditions, requirements, provisions and obligations in the Agreement shall remain in full force and effect.

KEY BENEFIT CONCEPTS, LLC
By:

Linda R. Mont, Managing Member

CITY OF DE PERE
By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

J:\Law\Agreements\2023\Consultant\2nd Extension-Key Benefit Concepts, LLC(OPEB)8-23-115-003-15.docx

CITY OF DE PERE
MEMO

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Pam Manley, Finance Director
Date: August 2, 2023

RE: **OPEB Valuation Agreement**

To comply with GASB 74/75 and as part of our annual financial audit, the City of De Pere is required to have an actuarial valuation of Other Post-Employment Benefits (OPEB) liability completed every two years. The City's last valuation was completed for year-end 2021, using December 31, 2020 data. With a table update being completed in April of 2023 as part of the year-end 2022 audit. As such, the city is due for a new valuation. The current vendor, Key Benefit Concepts, LLC, has submitted the attached proposal with a 2-year and 4-year option. Due to the slight cost savings, I am requesting approval of the 4-year agreement at a total cost of $9,690. This agreement has been reviewed and modified with the help of our City Attorney.

Please reach out to me prior to the meeting with any questions you may have.

Subsequent OPEB Valuation for the City of DePere

Previous Study

Key Benefit Concepts completed an actuarial liability study for the City of DePere in April 2022. The study had a valuation date of December 31, 2020 We provided an actuarial valuation of Other Post-Employment Benefits (OPEB) liability. The City has clarified the post-employment benefits since the last valuation. Based upon the clarified benefits as illustrated on pages 6-8 in the summary of benefits, we anticipate our fee for an updated valuation to be $3,990.

If the City wishes to have an updated study at this time, please sign and return the attached acceptance form and we will begin a subsequent liability study upon acceptance.

If further changes beyond those already noted on pages 6-8 have been made to your City's post employment benefits, and the City is interested in an updated study at this time, please sign the attached acceptance as well as send us the modified benefits. We will review the changes and reply with modifications to our fees, if needed, based upon the noted benefit changes.

New Study

Subsequent studies may be more complex than initial studies and require more work than merely updating terminated employees and new hires. The retirement, termination and addition of employees can change the demographics of a group (i.e. average age and years of service, average age of medical plan participant). These demographics are critical in the calculation of the liabilities, particularly in that of the implicit rate subsidy. In other words, when performing a subsequent study, regardless if it is the actuary that performed the prior valuation or some other actuary, calculation of the liabilities is performed as of the new valuation date, based upon the actives and retirees of the City as of this new valuation date and their associated demographics. So, in this regard, it is as if we are performing an initial study all over again.

Please note that KBC does not provide legal advice. The scope of the project is clearly defined in our proposal and does not include commentary or accountability for whether such benefits and eligibilities comply with state, federal or other required guidelines. The government entity is responsible for assuring that the benefits it provides are in compliance with all current regulations.

City Funding

Via emails from the City on June 14, 2023, the City is funding benefits as follows:

- OPEB: pay-as-you-go basis from general assets (i.e., the City is ***not*** funding its benefit via an irrevocable trust or account).
- Self-funded health benefit: The City provides health benefits on a self-funded basis

With recent changes in GASB guidelines, it is important to note that this proposal for a new valuation is based upon this City Funding approach.

Proposed Valuation

This proposal is for a valuation of the OPEB (GASB 74/75) benefits based upon compliance with the new GASB Statements.

The proposal assumes the following:

- Valuation Date: 12/31/2022
- Measurement Date: 12/31/2022
- Reporting Date: 12/31/2023

Fees: The fee for services is expected to be no greater than the fee shown. These fees are based upon the City's funding method noted above. Should the City be using a different funding method than as noted herein, the fees for services are not valid and a new proposal is required.

Under new GASB Statements, it is required for an actuary to update tables in the year between valuations. KBC will provide OPEB table updates for fiscal year end reporting 12/31/2024. Since this is billed separately in the subsequent year, the fee for the table updates are itemized separately. Our fee below is for the table updates, based upon following GASB Statement 75, and assuming that the City is agreeable to a measurement date that is 12 months prior to the reporting date for such updates. Our fee is based upon this assumption.

Subsequent Actuarial Valuation & Required Table Update Fee	
	Fee
OPEB Valuation	
• Discounted fee if paid by cash, check or ACH Transfer	$ 3,990
• Paid by Debit/Credit Card (including processing fee) *	$ 4,109
In Person Visit to City to Present Updated Report *(optional service)*	$ 375
Virtual Meeting with City to Present Updated Report outside of regular business hours *(optional service)*	$ 250
Required Table Update - for the 12/31/2024 financial reporting year end OPEB Table Updates GASB 75	
• Fee if paid by check or ACH Transfer	$ 840
• Paid by Debit/Credit Card (including processing fee) *	$ 865

Option: 4-year Agreement - *(Fee for Valuation 12/31/2022, Table Updates 12/31/2023, Updated Valuation 12/31/2024, and Table Updates 12/31/2025)*

Many entities request multi-year agreements; thus, we have provided this option for the City as well. Below are our fees for the 12/31/2022 (FYE 12/31/2023) valuation, 12/31/2023 (FYE 12/31/2024) table updates, the subsequent valuation as of 12/31/2024 (FYE 12/31/2025), and table updates as of 12/31/2025 (FYE 12/31/2026).

The fees for the valuations and the table updates assume there will be no changes or modifications to the eligibility or post employment benefits from the initial year valuation. The subsequent year following the valuation requires table updates. Each new valuation requires calculations of the inflows and outflows and preparation/update of the table of inflows and outflows. This multi-year agreement allows the City to budget for upcoming expected costs. Further, since

the 4-year agreement reduces KBC's administrative time/expense to prepare the proposal and request approval, the fees for the 4-year period reflects the reduced time/expense spread over the 4-year period.

Should the GASB guidelines, benefits, eligibility, or measurement date change, the fees below would be subject to change. With a material change, a current multi-year contract would be superseded by a new proposal/ agreement with revised fees; which the City would have the opportunity to accept for the remaining duration of the initial executed agreement ***or*** decline, thus terminating the contract for any remaining years. In addition, should it be determined there is no longer a post employment benefit requiring valuation for reporting purposes the contract would terminate for any remaining duration.

Actuarial Valuation & Required Table Update Fees	Credit Card*	Check or ACH
1. **Subsequent OPEB Valuation** GASB 75 as of 12/31/2022 for FYE 12/31/2023	$ 4,002	$ 3,885
2. **Required OPEB Table Update** GASB 75 for the fiscal year end 12/31/2024	$ 865	$ 840
3. **Subsequent OPEB Valuation** GASB 75 as of 12/31/2024 for FYE 12/31/2025	$ 4,197	$ 4,075
4. **Required OPEB Table Updates** GASB 75 for the fiscal year end 12/31/2026	$ 917	$ 890
Total 4-year Agreement Fees	**$ 9,981**	**$ 9,690**

*Paid by Debit/Credit Card (including processing fee). KBC offers the option of paying the fee by debit or credit card. The difference in the fee is the processing service cost. There is a discounted fee for payment by check, cash or ACH transfer as noted.

An in person visit to the City to present updated report (optional services) $375/visit or $250/ visit for a virtual meeting with the City to present the updated report if outside of regular business hours.

Fees noted in this proposal are valid if accepted by August 18, 2023.

The fees for the table updates assume there will be no changes or modifications to the eligibility or post employment benefits from the 12/31/2022 valuation. Note, the fee for table update services will be invoiced in 2023/ 2024 after the service is provided.

Subsequent studies and alterations are not included in the above noted fee.

Because of the importance of oral and written representations to an effective agreement, The City hereby releases KBC and its current, former or future owners, agents, employees, personnel and assignees from any and all claims, liabilities, costs and expenses attributable to a misrepresentation by the City or its management. Further, the City understands and agrees to the valuation as prepared by KBC or assignee according to the following process and outcomes:

The calculations of cost and liabilities illustrated will be determined according to generally accepted actuarial principles and standards. Specific assumptions and actuarial methodology for the study will be defined within the report. Each material assumption will be, in the actuaries' opinion, individually reasonable and falls within the best estimate range,

taking into account past experience and reasonable future expectations, and is consistent with each other material assumption. Given that actual experience may vary from the actuarial assumptions projected, developing liabilities and costs may differ from those estimated in the report. Furthermore, in the event of any inaccuracies in the information or data provided, upon which these calculations were based, revisions may be needed. Fees associated with such revisions are not within the scope of this project. Additional fees will be determined and approved by the City before revisions are made.

The valuation and report will be prepared solely for the purposes of providing information required by The Government Accounting Standards Board (GASB) for the City's financial reporting. KBC assumes neither responsibility nor any liability for use of this report for any other purposes.

Timetable: Upon receipt of **all required data**, the valuation is scheduled to be completed within a 12-week timetable. However, please note that during periods of high volume, the timetable may be longer.

Review and Report: Our fees include a telephonic review of the draft report and preparation of an electronic version of the report and up to two hard copies of the final valuation report, if requested.

City Visit: Many government entities do not require a presentation with the subsequent study. Thus, the subsequent valuation does not include a visit to the City to present the finalized report. However, this service is available at an additional cost. Please contact us if you should like a presentation.

Invoicing: Statements for work completed will be invoiced when a draft valuation is provided to the City. Payment is due upon receipt. Subsequent invoices will be sent if additional services are requested.

Proposal Acceptance

If the City wishes to have an updated study at this time:

- Please sign and return the attached acceptance form and we will begin a subsequent liability study upon acceptance.

If further changes have been made to your City's post employment benefits, and the City is interested in an updated study at this time:

- Please sign the attached acceptance as noted and make the changes on the benefit summaries.
- We will review the changes and reply with modifications to our fees, if needed, based upon the noted benefit changes.

Acceptance for a Subsequent Actuarial Liability Study

This proposal forms an agreement between the City of DePere and Key Benefit Concepts, LLC.

Actuarial Valuation including OPEB & Required Table Updates:

Please check the appropriate boxes:

The City's medical plan is:	The City's benefits are funded through:
☐ Fully Insured ☐ Self-funded	OPEB ☐ General Assets ☐ Irrevocable Trust

If response does not agree with notes on page 1 & 2, fee will change.

Please check one box below:

☐ The City accepts the proposal for a 2-year agreement ***(Valuation 12/31/2022 and Table Updates 12/31/2023)***

☐ The City accepts the proposal for the 4-year agreement ***(Valuation 12/31/2022 Table Updates 12/31/2023, Updated Valuation 12/31/2024, and Table Updates 12/31/2025).*** *This agreement allows for early termination only if the City no longer has an OPEB liability.*

Please check one box below:

☐ The Post Employment Benefit Summaries as provided in this proposal, accurately and completely reflect the current retirement benefits offered by the City.

☐ Modifications were made to the City's post-employment benefits beyond those already noted in the Post-Employment Benefit Summary. These additional modifications have been noted as illustrated on pages 6-8. The Post-Employment Benefit Summary **with** the noted changes accurately and completely reflects the retirement benefits currently offered by the City.

Disclaimer

- *Upon receipt of the eligibility and post employment benefit data required for valuation, should we find that eligibility and/or benefits are significantly different than outlined in this proposal or changes in GASB requirements have occurred, KBC reserves the right to revise our proposal and the associated fees for the study.*

- ***To avoid additional charges, please make sure the benefit summaries provided are correct.*** *Upon review of the draft report should further modifications be required beyond those noted in the summary with the acceptance, wherein the calculated liabilities are affected, additional fees will be charged. These fees will be based upon the additional time required to recalculate the liabilities. With the inclusion of the additional fee, the total due may exceed the fee noted in this proposal.*

City of DePere

_____

Pamela R. Manley, Finance Director/ Treasurer

_____

Date

Facsimiles of acceptance signatures shall be as valid as the original signatures.

City of De Pere

Post-Employment Benefit Summary

All City Employees

Eligibility	OPEB
Upon retirement	Medical Insurance ***(Implicit Rate Subsidy Only)***: Retirees may choose to remain on the City's medical plan provided that they pay 132% of the active premium rate or Medicare Supplement plan rate.
Note: *Non-represented employees retiring on or after October 1, 2014 shall not be allowed to remain on the City provided group hospitalization and medical insurance plan after becoming Medicare eligible. The spouse of a retiree shall not be allowed to remain on the City provided group hospitalization and medical insurance plan after becoming Medicare eligible. A non-Medicare eligible spouse of a Medicare eligible employee may remain on the City provided group health plan until becoming eligible for Medicare.*	

Firefighters

Eligibility	Non-OPEB: Compensated Absence
Eligible for retirement or disability under WRS	Sick Leave Payout: Upon discontinuation of employment, the City shall credit to the account of such employee an amount equal to the employee's then existing daily rate of pay times 66.67% of the accrued and unused sick leave (maximum of 90 days) credited to that employee as of the date the employee terminates their employment with the City not to exceed sixty (60) days. The amount so determined will be used by the City to pay the monthly premiums for group hospitalization and medical insurance provided by the City until such amount is exhausted or the employee reaches Medicare eligibility, subject to the approval and requirements of the insurance carrier and/or the policy provided by the City. For employees retiring on and after July 18, 2001, the monthly premium for group hospitalization and medical insurance may be paid as follows: 85% from such retiree account and 15% by the individual retiree. *The Sick Leave Benefit is not an OPEB benefit, but a compensated absence under GASB 16. However, the resulting implicit rate subsidy, when applicable, from use of such funds to remain on the City's medical plan should be accounted for as an OPEB.*

Police

Eligibility	Non-OPEB: Compensated Absence
Eligible for retirement or disability under WRS	Sick Leave Payout: Upon discontinuance of employment, the City shall pay the retired employee's monthly health insurance premiums, provided that the total amount expended for such insurance for each retired employee shall be limited to an amount equal to the percentage set forth below of the value of any accumulated and unused sick pay not to exceed 120 days, and further provided that such payments shall be made only until the employee reaches Medicare eligibility. The city shall convert 100% of any earned, but unused sick leave into an account for the benefit of the retiree. 85% of the retired employee's monthly health premium shall be paid from such sick leave account by the City and the employee shall pay from their own source (i.e., out-of-pocket) the remaining 15% of the premium. *The Sick Leave Benefit is not an OPEB benefit, but a compensated absence under GASB 16. However, the resulting implicit rate subsidy, when applicable, from use of such funds to remain on the City's medical plan should be accounted for as an OPEB.*

All Other City Employees

Eligibility	Non-OPEB: Compensated Absence
Eligible for retirement or disability under WRS with 5 years of consecutive service with the City	Sick Leave Payout: The City shall credit 100% of the accrued and unused sick leave credited to that employee as of the date the employee terminates their employment with the City, up to a maximum of 120 days. Employees who have accumulated sick days in excess of 120 days as of January 1, 2009 shall have such balance as their maximum accumulated sick leave balance. The City shall credit to the account of such employee an amount equal to the employee's then-existing rate of pay times 100% of the accrued and unused sick leave up to that maximum balance. The amount so determined may be used by the employee until such amount is exhausted to either pay the monthly premiums for medical insurance, dental insurance, and/or vision insurance provided by the City, subject to the approval and requirements of the insurance carrier and/or policy provided by the City, or on a quarterly basis for reimbursement of medical insurance, dental insurance, vision insurance, and/or long-term care insurance premiums of the employee's choosing. *The Sick Leave Benefit is not an OPEB benefit, but a compensated absence under GASB 16. However, the resulting implicit rate subsidy, when applicable, from use of such funds to remain on the City's medical plan should be accounted for as an OPEB.*

Note: *The City provides active employees with HRA contributions up to $1,000 single/ $2,000 Employee + One/ $ 2,000 family provided they complete an annual preventative routine physical and required screening as well as an annual preventative dental exam and cleaning. If they do not participate in the preventative exams they do not receive as much in HRA contributions. Retirees are not eligible for these HRA contributions.*

The City will provide census and claims information by the following classifications:

a. All Active
b. Active (without retirees)
c. Retirees less than 65 + COBRA
d. Retirees greater than 65 + COBRA

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **August 15, 2023**

DEPARTMENT: **Information Technology**

FROM: **Steve Massey**

SUBJECT: **Recommendation from the Finance Committee on Copier Leases for City Hall second floor, Community Center, Fire Station 1 and Municipal Services Center/Cloud FAX Solution.**

ATTACHMENTS:

- Copier Cost Matrix - 2023 (PDF)
- Memo to Finance - Copier Lease Renewal 2023 - CHF2, CC, FS1 and MSC_SMv1 (PDF)
- Cloud FAX Cost Matrix - 2023 (PDF)
- COW - sales order, 4 leased mfp's City of De Pere (60 ppm Municipal) 6-20-23 (PDF)
- COW - XM Fax Proposal - 3 Year (PDF)
- GFC - Proposal (PDF)
- GFC - Allegiant CloudFAX (PDF)
- FAXAGE - Cloud FAX (PDF)
- WDI - Ricoh IMC 2510 City of Depere Fire Station 1 Map Room (PDF)
- WDI - Ricoh IMC 4510 City of Depere City Hall floor 2 office(PDF)
- WDI - Ricoh IMC 4510 City of Depere Community Center floor 2 office (PDF)
- WDI - Ricoh IMC 6010 City of Depere Municipal Service Center (PDF)

Copier Cost Matrix - 2023

Current Lease								
Location	Current Device	Avg. Prints B/W Qtr.	Avg. Prints Color Qtr.	Cost B/W	Cost Color	Avg. Print Cost Qtr.	Current Lease Qtr.	Total Qtr.
City Hall F2 Office	Lanier IM C4500	12,300	2,550	0.00389	0.02950	**$123**	**$425**	**$548**
Community Center F2 Office	Lanier IM C4500	12,600	6,000	0.00389	0.02950	**$226**	**$443**	**$669**
Fire Station 1 Map Room	Lanier IM C2500	5,100	2,100	0.00662	0.04180	**$122**	**$362**	**$484**
Municipal Service Center Office	Lanier MP 5055	25,500		0.00520		**$133**	**$365**	**$497**
Municipal Service Center ENG	Ricoh C2003	1,500	15,000	0.01400	0.09110	**$1,388**	**$0**	**$1,388**
					Total	$1,991	$1,595	**$3,586**

Proposed Lease - Complete Office of Wisconsin								
Location	Proposed Device	Avg. Prints B/W Qtr.	Avg. Prints Color Qtr.	Cost B/W	Cost Color	Estimated Print Cost Qtr.	Proposed Lease Qtr.	Total Qtr.
City Hall F2 Office	Lanier IM C4510	12,300	2,550	0.0045	0.0309	**$134**	**$499**	**$633**
Community Center F2 Office	Lanier IM C4510	12,600	6,000	0.0045	0.0309	**$242**	**$519**	**$761**
Fire Station 1	Lanier IM C2510	5,100	2,100	0.0077	0.05	**$144**	**$349**	**$493**
Municipal Service Center Office	Lanier IM C6010	27,000	15,000	0.0045	0.0309	**$585**	**$628**	**$1,213**
					Total	$1,106	$1,995	**$3,101**

Proposed Lease - Gordon Flesch								
Location	Proposed Device	Avg. Prints B/W Qtr.	Avg. Prints Color Qtr.	Cost B/W	Cost Color	Estimated Print Cost Qtr.	Proposed Lease Qtr.	Total Qtr.
City Hall F2 Office	Lanier IM C4510	12,300	2,550	0.004	0.035	**$138**	**$607**	**$746**
Community Center F2 Office	Lanier IM C4510	12,600	6,000	0.004	0.035	**$260**	**$645**	**$905**
Fire Station 1	Lanier IM C2510	5,100	2,100	0.004	0.035	**$94**	**$427**	**$521**
Municipal Service Center Office	Lanier IM C6010	27,000	15,000	0.004	0.035	**$633**	**$675**	**$1,308**
					Total	$1,126	$2,354	**$3,480**

Proposed Lease - WI Document Imaging								
Location	Proposed Device	Avg. Prints B/W Qtr.	Avg. Prints Color Qtr.	Cost B/W	Cost Color	Estimated Print Cost Qtr.	Proposed Lease Qtr.	Total Qtr.
City Hall F2 Office	Lanier IM C4510	12,300	2,550	0.0062	0.037	**$171**	**$534**	**$705**
Community Center F2 Office	Lanier IM C4510	12,600	6,000	0.0062	0.037	**$300**	**$555**	**$855**
Fire Station 1	Lanier IM C2510	5,100	2,100	0.0076	0.058	**$161**	**$384**	**$545**
Municipal Service Center Office	Lanier IM C6010	27,000	15,000	0.0062	0.037	**$722**	**$684**	**$1,406**
					Total	$1,354	$2,157	**$3,511**

CITY OF DE PERE
MEMO

To: Mayor James Boyd
Members of the Finance/Personnel Committee
From: Steve Massey, IT Director
Date: June 29, 2023

RE: **Copier Leases for City Hall second floor, Community Center, Fire Station 1 and Municipal Services Center/Cloud FAX Solution**

The current lease for the copiers at City Hall second floor, Community Center, Fire Station 1 and Municipal Services Center expired on 6-27-2023. We are now on a quarterly plan that will expire on 9-26-2023. Three quotes were obtained for a new 48-month lease. The quoted quarterly lease totals including estimated print costs are as follows:

Vendor	**Total Per Quarter**
Complete Office of Wisconsin	$3,101
Gordon Flesch	$3,480
WI Document Imaging	$3,511

The current quarterly lease total including average print costs is $3,586.

Costs will be increasing for City Hall and the Community Center approximately $90 per quarter. Costs for Fire Station 1 will be increasing approximately $10 per quarter. Costs for the Municipal Service Center will be decreasing approximately $675 per quarter due the consolidation from two copiers to one color copier. Increased costs will be offset by reducing the number of copiers at the Municipal Services Center from two to one and replacing traditional FAX technology with a cloud FAX solution. I have attached a spreadsheet which summarizes the vendors quotes in more detail. The individual proposals are also attached. I recommend signing a 4-year copier lease with Complete Office of Wisconsin because they offer the most competitive pricing and they currently provide the lease for the copiers at City Hall second floor, Community Center, Fire Station 1 and Municipal Services Center.

The use of traditional FAX technology on the existing four copiers currently costs approximately $13,630 to operate for 4 years. The projected cost to implement and operate a cloud fax is $2,500 for 4 years. Implementing a cloud FAX solution will potentially save the City of De Pere approximately $11,000 over the next 4 years. I have attached a spreadsheet which summarizes the vendors quotes in more detail. The individual proposals are also attached. I reviewed multiple peer recommended cloud FAX solutions and recommend signing a 3-year contract with reseller Gordon Flesch for the Allegiant CloudFAX platform. Allegiant CloudFAX meets the needs of the City of De Pere at the lowest cost.

Cloud FAX Cost Matrix - 2023

Provider	Term Yr.	DID's	Setup fee	DID Port charge	DID Mth.	00 Pages Mt	Total Mth.	Total 1 Yr.	Total 3 Yr.
Allegiant Cloud FAX	3	4		$4	2.2	$40	$42	$510	$1,535
XM Fax	3	4	$1,585			$107	$107	$2,866	$5,428
Faxage	3	4	$20			$20	$80	$978	$2,953

Complete Office
TECHNOLOGY SOLUTIONS

Complete Office of Wisconsin
Technology Solutions

Phone: 920-684-3671
Fax: 920-684-3699
Website: www.cowitechweb.com

Quote Date: 06/20/23 Sales Rep: Elliot Shaw

Order Details

New Account: ☐ Account App ☐ Purchase Order Number _____

Bill To:	Great America Financial Services	Dept:	Ship To:	City of De Pere	Dept:	4 total
Address:			Address:	335 S Broadway St (and 3 others)		
City:	State: WI Zip Code		City:	De Pere State: WI	Zip Code	54115
Contact:			Contact:	Steve Massey		
Phone:	Ext.		Phone:	920-339-4072	Ext.	1255
Email:			Email:	smassey@deperewi.gov		

Quantity	Part Number	Description	ID #	Sub #	Serial Number	Price
1	IMC6010	**60 ppm color mfp, Municipal Center**				Leased
		4 trays, finisher, fax				
		(rates per print: b/w .0045, color .0309)				
1	IMC4510	**45 ppm color mfp, Community Center**				Leased
		4 trays, finisher, punch, fax				
		(rates per print: b/w .0045, color .0309)				
1	IMC4510	**45 ppm color mfp, City Hall**				Leased
		4 trays, finisher, fax				
		(rates per print: b/w .0045, color .0309)				
1	IMC2510	**25 ppm color mfp, Fire Station**				Leased
		2 trays, booklet finisher, fax				
		(rates per print: b/w .0077, color .05)				

Lease Details

Lease [x] GA [ ] DLL [ ] Other

Payment Amount $2,095.00 (quarterly)

Type [x] FMV [ ] $1 Purchase Option

Term

[ ]	12 Months	[x]	48 Months
[ ]	24 Months	[ ]	60 Months
[ ]	36 Months	[ ]	63 Months
[ ]	39 Months	[ ]	Other

Purchase Details

Sub-Total leased
Tax exempt
Shipping included
Total Investment (see lease payment info to left)
Terms: Net 10 days, Invoice to follow

Customer Signature Date

Printed Name Date

Sales Rep Signature 6-20-23 Date

Maintenance Details

Maintenance Program Requested [x] Yes, with Supplies [ ] Yes, w/o Supplies [ ] Declined

Maintenance Billing Frequency

Base + Overage Contract*

Base Rates are billed in advance with overage billed when incurred.

[ ] Monthly [ ] Quarterly [ ] Yearly

Black Copies Included _____ Black Overage CPC _____

Color Copies Included _____ Color Overage CPC _____

Cost Per Copy Contract*

Billed Monthly ONLY, Rates locked for 4 years per Elliot Shaw 6-20-23

Black CPC rate see above
Color CPC rate see above

* Minimum $25.00 monthly charge (per machine) applies to ALL contracts.

Delivery Information/Details

IT Contact Name: Steve Massey **Phone:** 920-339-4072 x 1255 **E-mail:** smassey@deperewi.gov

Computer Program: [ ] MAC [ ] Windows **Windows OS:** _____

Delivery Contact: Same **Phone:** _____ **E-mail:** _____

Delivery Date: ASAP **Delivery Time:** _____

Machine Location: _____

Delivery Notes: We (COWI) will be handling the return to lease company of the 4 mfp's we are upgrading.

Trade-In / Pick-up Information

Make	Model	Serial Number	ID#

MFP SET TO ☐ BLACK ☐ AUTO COLOR ☐ COLOR

Acceptance of Delivery: Title: Date:

Complete Office
TECHNOLOGY SOLUTIONS

Complete Office of Wisconsin
Technology Solutions
Phone: 920-684-3671
Fax: 920-684-3699
Website: www.cowitechweb.com

1.12.e

Quote Date: **07/14/23** Sales Rep: **Elliot Shaw**

Order Details

New Account: Account App Purchase Order Number

Bill To:	City Of De Pere	Dept:	
Address:	335 S Broadway St		
City:	De Pere	State: WI	Zip Code 54115
Contact:	Steve Massey		
Phone:	920-339-4072	Ext.	1255
Email:	smassey@deperewi.gov		

Ship To:	City of De Pere	Dept:	4 total
Address:	335 S Broadway St (and 3 others)		
City:	De Pere	State: WI	Zip Code 54115
Contact:	Steve Massey		
Phone:	920-339-4072	Ext.	1255
Email:	smassey@deperewi.gov		

Quantity	Part Number	Description	ID #	Sub #	Serial Number	Price
1	3RD-1000052845-DS	OpenText XM Fax Cloud				$0.00
		Customer Activation				
1	1000055385-PS1	OpenText XM Fax Cloud Prepaid				$3,843.00
		36K Credits - 3 Years INC3YR				
7	PS-TIMERETAINER3-XFAX	[SOW NO SDA]Ricoh PS OPENTEXT			($226.43 ea)	$1,585.01
		XM Fax 3 Month Deployment Retainer				
		(Per Hour)				
1	PS-CHAMPS	Ricoh CHAMPS				$0.00

Lease Details

Lease GA DLL Other

Payment Amount

Type FMV $1 Purchase Option

Term 12 Months 48 Months 24 Months 60 Months 36 Months 63 Months 39 Months Other

Purchase Details

Sub-Total	$5,428.01
Tax	exempt
Shipping	n/a
Total Investment	$5,428.01

Terms: Net 10 days, Invoice to follow

Customer Signature Date

Printed Name Date

Sales Rep Signature Date

Maintenance Details

Maintenance Program Requested Yes, with Supplies Yes, w/o Supplies Declined

Maintenance Billing Frequency

Base + Overage Contract*

Base Rates are billed in advance with overage billed when incurred.

Monthly Quarterly Yearly

Black Copies Included Black Overage CPC

Color Copies Included Color Overage CPC

Cost Per Copy Contract*

Billed Monthly ONLY

Black CPC rate

Color CPC rate

* Minimum $25.00 monthly charge (per machine) applies to ALL contracts.

Delivery Information/Details

IT Contact Name: Steve Massey **Phone:** 920-339-4072 x 1255 **E-mail:** smassey@deperewi.gov

Computer Program: **MAC** **Windows** **Windows OS:**

Delivery Contact: Same **Phone:** **E-mail:**

Delivery Date: ASAP **Delivery Time:**

Machine Location:

Delivery Notes:

Trade-In / Pick-up Information

Make	Model	Serial Number	ID#

MFP SET TO ☐ **BLACK** ☐ **AUTO COLOR** ☐ **COLOR**

Acceptance of Delivery: Title: Date:

City of De Pere

Proposed Solution

Prepared by

Jason Moseman

06/22/2023



GORDON FLESCH COMPANY

Letter of Introduction

We appreciate your interest in partnering with the Gordon Flesch Company (GFC). It is our passion to empower your people through technology to meet and exceed your goals and objectives, while providing you with the highest level of customer service.

GFC will assess your current technology objectives and develop strategies to decrease costs and increase efficiencies. This approach emphasizes the importance of aligning your technology investments with your business goals. Working in a systematic, phased approach, we will close the gap between where you are today to where you would like to be. This process can also include right-sizing your fleet, removing inefficient devices, current invoice/contract analysis, technology enhancements, process optimization and total cost of ownership considerations.

We are an independent, privately-owned technology solutions provider **with over 67 years of experience**. We are not limited to any one manufacturer nor restricted to that manufacturer's solution offerings. Our independence allows us to develop solutions that are customized to your needs. We look forward to building upon this partnership and implementing reliable solutions for your company, ensuring the success of our solutions with our unmatched service and support.

Please do not hesitate to contact me if you have any questions or desire any additional information.

Sincerely,

Jason Moseman
Senior Account Executive
o: (920) 757-2711
jmoseman@gflesch.com

06/16/2023
Information herein is proprietary and confidential and shall not be used or disclosed without prior written consent of the Gordon Flesch Co.

GORDON FLESCH COMPANY

Your Local Partner

- Headquarters in Madison, WI
- 31 offices throughout the Midwest
- Live and work in the communities we serve

Wisconsin - Madison (2), Milwaukee (2) and Appleton

Illinois - Geneva, Chicago, Joliet, Lake Zurich, Rockford and Woodstock

Indiana – Indianapolis, Bloomington, Columbus and Terre Haute

Iowa – Cedar Falls, Davenport, Dubuque, Fairfield, Fort Dodge, Hiawatha, Mason City and Spencer

Ohio – Columbus, Chillicothe, Findlay, Lancaster, Mansfield, Newark and Wooster

South Dakota – Sioux Falls



Technology Solutions Provider

One Vendor

From multi-function and single-function output devices to Managed Voice Services, Managed IT Services and Onsite Services, we simply make it easy do business with GFC. **We worry about Print, Voice and IT so you don't have to!**

In-House Leasing

GFC Leasing was formed to provide a personalized, flexible way for our clients to lease business equipment and services. We offer flexible terms and straightforward end-of lease options and best of all, GFC Leasing will hold the lease for the duration of the contract.

- Flexible leasing terms and no end of term surprises
- Change equipment as business needs change
- Dedicated and personalized team of experts
- Stay up-to-date with the latest technology
- True "Technology as a Service" solutions

Our Products and Services

- MANAGED PRINT SOLUTIONS
- MANAGED VOICE SERVICES
- MANAGED IT SERVICES
- CAPTURE SOLUTIONS
- OUTPUT SOLUTIONS
- ONSITE SERVICES

06/16/2023

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GORDON FLESCH COMPANY

imageCARE™ Managed Print Services

GFC can remove the stress of updating, maintaining or repairing your printers so your team can get back to doing what they do best. An imageCARE+ MPS program includes:

- Improved print workflow efficiency and security
- Optimized placement and number of print devices on the network
- Improved supply management and reduced supply waste
- Improved decision making with clear, informative Business Reviews using PowerBI
- Data-Driven analytics



elevITy A GORDON FLESCH COMPANY Managed IT Services

Our **Managed IT** Services team helps clients strategically align technology with their organizational and business goals, empowering them to operate more effectively, efficiently and securely. Our experienced consultants will provide risk analysis, cutting-edge tools and expertise to guard your business against the threat of a cyberattack. When you partner with GFC, you work with a dedicated ***Virtual CIO (vCIO)*** who serves as your trusted advisor to strategically address your technology challenges. Our Managed IT team will minimize downtime and keep your business hardware and software running at peak efficiency.



Managed Voice Services

Free your employees to work from anywhere with Elevate, the cloud-based business communications platform that goes wherever you go.

- Business Phones
- Desktop App
- Mobile Devices
- Video Conferencing
- Team Chat
- File Management



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GORDON FLESCH COMPANY

Ongoing Service, Support and Security

GFC Service

The GFC name is synonymous with customer service. We do not have a “fix it and run” mentality.

- 157 Service Professionals
- 16.9 Years Tenure
- Average Response Time – 3.68 Hours
- First Call Effectiveness – Focused on Problem Solving and Prevention



GFC Support

Since 1997, the Technology and Logistics Center (TLC) has been a key component of our customer service offering. Based out of our Wisconsin facility. The TLC is a modern laboratory equipped with a representative array of our hardware and software solutions.



The center is staffed with trained Systems Engineers each specialized in computer operating systems, print graphics, color correction and data capture. Their combined expertise covers our complete product and solution suite; ensuring you will receive qualified dedicated support when you need it.

With over 33,000 annual calls to the TLC, 97% are answered live by a System Engineer and resolved during the first 24 hours.

GFC Security

No matter the size of your business, a Print Security Strategy is critical to every organization. The security experts at GFC can keep you on the right course by conducting an initial security assessment of your print environment and working with you to determine the most practical plan of action. Some of the action items include:

- Perform Configuration Compliance Check
- Create Custom Security Settings
- Hard Drive Encryption
- Hard Drive Erasure
- Trusted Platform Module
- Output Management Software
- Device Management Tools
- Print Job Encryption



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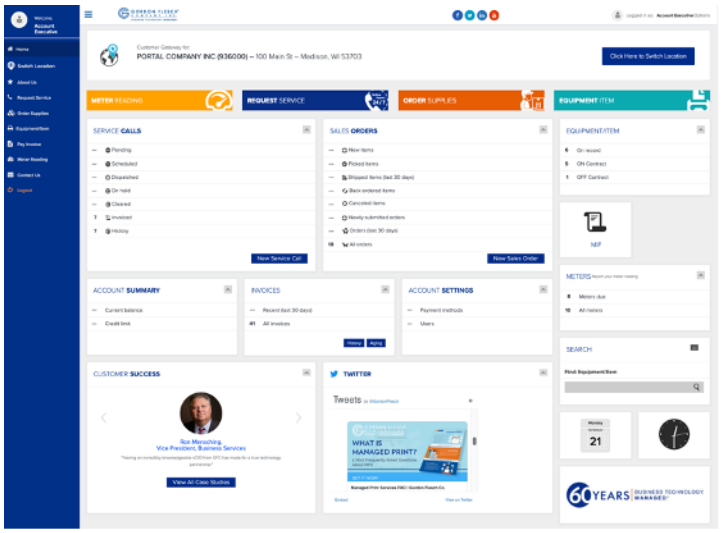
GORDON FLESCH COMPANY

GFC Client Portal and myGFC App

The **GFC Client Portal** and the **myGFC** app make it easy to manage your business technology needs. Place service calls on the new mobile **myGFC** app or access the customized GFC Client Portal to place your technology data at your fingertips. In addition, the GFC Client Portal allows you to do the following:

- Access to account information
- Place a service request
- Monitor service in real time
- View service history
- Order supplies
- Make payments and monitor status
- Manage MFP fleets
- Submit and view meter readings
- View equipment information
- Manage user settings
- Set admin permissions
- QR access from printer

Download the **myGFC** app from the App Store or visit the GFC Client Portal at **einfo.gflesch.com**





Award Winning Industry Leader

2022 Canon Top Dollar Volume Award 8 Consecutive Years

2022 Canon Advanced Partner Program

2022 Ricoh Circle of Excellence Award

2022 Lexmark Advisory Council Dealer

2022 EFI Platinum Partner

2022 ENX Magazine Elite Dealer

2021 Deloitte Wisconsin 75

2021 Conway Center for Family Business Anniversary Award

Canon Advanced Partner Program

efi | fiery Platinum Partner 2022

RICOH RFG Dealer Services Circle of Excellence Certified Dealership 2023 10th Anniversary

ENX magazine ELITE DEALER 2022 ENX The Week In IMAGING

06/16/2023

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GORDON FLESCH COMPANY



1978
GFC expands to Columbus, OH and another office opens in Madison.



1956
Gordon Flesch, a salesman for Royal Typewriters, takes over a 3M dealership and establishes the Gordon Flesch Company in Madison, WI.



1982
Bill Flesch, Gordon's third son, joins GFC.



1983
Gordon Flesch Company expands and builds an office in Milwaukee.







2006
Tom Flesch's son, Patrick, represents the next generation to join the company. In 2018, is named President of the Gordon Flesch Company.

2009
The professional services division is created, the first step in moving GFC beyond equipment sales and service.

2019
GFC acquires Advanced Systems, Inc. with 10 offices in Iowa, Minnesota and South Dakota, and Indiana Business Equipment in Terre Haute, Indiana.



2020
GFC acquires Managed IT provider ITP and becomes Elevity. Jeff Dotzler is named President of Elevity.

2022
GFC builds state-of-the-art facility in Appleton, Wisconsin.



1956

1956

1975

1980

1985

1990

1995

2000

2005

2010

2020

2023



1976
John Flesch, Gordon's son, joins the Gordon Flesch Company.



1977
The company begins selling Savin copiers and reaches $3 million in sales with 75 employees.

Tom Flesch, another of Gordon's sons, joins GFC and later becomes President and CEO July, 1986.

1997
Having done business in Geneva, Illinois for more than 20 years, a new office is built to hold sales, service and distribution.



2001
The Gordon Flesch Charitable Foundation is established.

2005
GFC headquarters moves to Fitchburg, Wisconsin.



2007
The Gordon Flesch Company establishes an office in Indy.





2008
Mark Flesch joins his brother Patrick at the company, and is named Chief Operating Officer in 2018.

2020
GFC expands their footprint in Indiana with the purchase of Jim Gordon, Inc. based in Columbus and Bloomington, Indiana.

2022
GFC acquires Stan's LPS Midwest, in Woodstock, IL and Oshkosh Office Systems, in Oshkosh, WI.





2022
GFC now has 32 offices across 7 states and 650+ employees.

GORDON FLESCH® COMPANY, INC.
BUSINESS TECHNOLOGY. MANAGED.™

City of De Pere
June 22, 2023

DE PERE

Proposed Lease Solution

Equipment			Equipment Lease				Average Monthly Volume		Quarterly Lease Amount
Model	**Accessories**	**Location**	**Monthly Amount**	**Lease Length**			**Black**	**Color**	**Total**
Ricoh IM C6010	4 total trays, external finisher for stapling, fax option	Municipal Service Center	**$240.47**	**48**			8,500	5,000	$721.41
Ricoh IM C4510	4 total trays, external finisher for stapling, punch option, fax option	Community Center Floor 2 Office	**$230.22**	**48**			4,200	2,000	$690.66
Ricoh IM C4510	4 total trays, external finisher for stapling, fax option	City Hall Floor 2 Office	**$217.74**	**48**			4,100	850	$653.22
Ricoh IM C2500	2 total trays, external booklet finisher for stapling, fax option	Fire Station 1 Map Room	**$157.67**	**48**			1,700	700	$473.01
								Quarterly Lease	***$2,538.30***

Proposed Maintenace Solution

Equipment			Equipment Lease		Overage Rate		Average Monthly Volume		
Model	**Accessories**	**Location**			**Black**	**Color**	**Black**	**Color**	**Total**
Ricoh IM C6010	4 total trays, external finisher for stapling, fax option	Municipal Service Center			**0.00400**	**0.03500**	8,500	5,000	$209.00
Ricoh IM C4510	4 total trays, external finisher for stapling, punch option, fax option	Community Center Floor 2 Office			**0.00400**	**0.03500**	4,200	2,000	$86.80
Ricoh IM C4510	4 total trays, external finisher for stapling, fax option	City Hall Floor 2 Office			**0.00400**	**0.03500**	4,100	850	$46.15
Ricoh IM C2500	2 total trays, external booklet finisher for stapling, fax option	Fire Station 1 Map Room			**0.00400**	**0.03500**	1,700	700	$31.30
								Proposed Monthly Maintenace	***$373.25***

Information Prepared By:
Jason Moseman
Account Executive

Notes/Analysis
Removing fax boards would save $46 each device quarterly or $184 off lease (4 machines)
Have pricing attached for fax solution, save additional costs for removing POTS lines
GFC truck to return 5 current leased machines - $1,250

ALLEGIANT
A Crexendo Company

GORDON FLESCH COMPANY, INC.
BUSINESS TECHNOLOGY. MANAGED.

Gordon Flesch Company | Authorized Allegiant Reseller

Date: 6/14/2023
Quote Valid Until: 7/14/2023

Customer: De Pere City Hall
Address: 335 South Broadway, De Pere, WI, 54115
Contact: Steve Massey
Phone: (920) 621-8594
Email: smassey@mail.de-pere.org
GFC Account Executive: Jason Moseman
GFC Business Analyst: Greg Gierke

Monthly Recurring Charges

Term Commitment: 3 Years

SKU	Qty	Unit Price	Product Description	Monthly Total
IC-BW-US-T0-DID-MRC	4	$0.55	IC-US Domestic DID Telephone Number per Month	$2.20
IC-SCLOUDFAX-500	1	$39.99	IC-Allegiant CloudFAX Basic (500 pages per month)	$39.99
			MRC Total	**$42.19**

1. The Monthly Recurring Total set forth above is exclusive of taxes, surcharges, and other regulatory fees and charges.
2. Unlimited Minutes for normal business usage. CallCenters, Contact Centers, and similar high volume users will require adding a minute bundle.
3. The Monthly Recurring Total set forth above will be subject to an Administrative Cost Recovery Fee of 9% per month.

Non-Recurring Charges

SKU	Qty	Unit Price	Product Description	One-Time Total
IC-UCAAS-PORT-CHARGE	4	$1.00	IC-Porting Charge per Telephone Number	$4.00
			NRC Total	**$4.00**

Regulated communications services are provided by Allegiant Networks, LLC. By signing below, you have read and agree to be bound by the following terms and conditions:

*-Allegiant's Hosted Telephony Terms of Service

Upon acceptance by Allegiant : Customer will be sent an invoice and the total MRC and NRC listed above will be due upon receipt. Customer must pay by Credit Card/eCheck.

ALLEGIANT
A Crexendo Company

GORDON FLESCH COMPANY, INC.
BUSINESS TECHNOLOGY, MANAGED.

Gordon Flesch Company | Authorized Allegiant Reseller

Date: 6/14/2023
Quote Valid Until: 7/14/2023

Customer: De Pere City Hall
Address: 335 South Broadway, De Pere, WI, 54115
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Phone: (920) 621-8594
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GFC Account Executive: Jason Moseman
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Monthly Recurring Charges

Term Commitment: 3 Years

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IC-SCLOUDFAX-500	1	$39.99	IC-Allegiant CloudFAX Basic (500 pages per month)	$39.99
			MRC Total	**$42.19**

1. The Monthly Recurring Total set forth above is exclusive of taxes, surcharges, and other regulatory fees and charges.
2. Unlimited Minutes for normal business usage. CallCenters, Contact Centers, and similar high volume users will require adding a minute bundle.
3. The Monthly Recurring Total set forth above will be subject to an Administrative Cost Recovery Fee of 9% per month.

Non-Recurring Charges

SKU	Qty	Unit Price	Product Description	One-Time Total
IC-UCAAS-PORT-CHARGE	4	$1.00	IC-Porting Charge per Telephone Number	$4.00
			NRC Total	**$4.00**

Regulated communications services are provided by Allegiant Networks, LLC. By signing below, you have read and agree to be bound by the following terms and conditions:

*-Allegiant's Hosted Telephony Terms of Service

Upon acceptance by Allegiant : Customer will be sent an invoice and the total MRC and NRC listed above will be due upon receipt. Customer must pay by Credit Card/eCheck.

Internet Fax Service Pricing

FAXAGE features low cost Internet Fax (https://www.faxage.com/low-cost-internet-fax.php?ref=ec11) plans designed to fit the way you use your fax. We encourage you to shop around and read all of the fine print. We think you'll find that FAXAGE is the best value for the money of any Internet Fax service (https://www.faxage.com/?ref=ec11).

FAXAGE offers both local Internet Fax numbers (https://www.faxage.com/internet-fax-numbers.php?ref=ec11) (click for a list) and Toll-Free Internet Fax numbers, which are accessible from all 50 United States and all of Canada.

All FAXAGE Internet Fax accounts have access to the same set of features, regardless of the pricing plan chosen: Web faxing, email to fax, fax to email and API fax are all included. You can send and receive faxes using unlimited email addresses (https://www.faxage.com/email-fax-service.php?ref=ec11) and take advantage of unlimited online fax storage (https://www.faxage.com/unlimited-storage-online-fax.php?ref=ec11) at no additional charge.

Help Me Choose

Enter your expected usage below and we'll recommend the most cost-effective Internet Fax plan for your needs

Local or Toll-Free Number?

Local

Inbound Minutes per Month

Outbound Minutes per Month

Recommend Plan

Internet Fax Pricing Plan Information

Individuals (https://www.faxage.com/internet-fax-individual.php?ref=ec11)

Plan Name	Local/Toll-Free	Never Busy?	Inbound Included	Outbound Included	Overage per minute	Monthly base fee per line	Setup Fee
Lite	Local	Yes	0	0	$0.05	$3.49	$5.00
Toll-Free Lite	Toll-Free	Yes	0	0	$0.05	$3.49	$5.00
Professional	Local	Yes	300	300	$0.05	$7.95	$5.00
Toll-Free Professional	Toll-Free	Yes	300	300	$0.05	$7.95	$5.00

Business (https://www.faxage.com/internet-fax-business.php?ref=ec11)

Plan Name	Local/Toll-Free	Never Busy?	Inbound Included	Outbound Included	Overage per minute	Monthly base fee per line	Setup Fee
Unlimited Inbound	Local	No	Unlimited	0	$0.05	$19.95	$5.00
Small Office	Local	No	Unlimited	400	$0.05	$29.95	$5.00
Toll-Free 1500	Toll-Free	Yes	750	750	$0.05	$19.95	$5.00

Wisconsin Document Imaging

1850 Velp Ave.
Green Bay, WI 54303

Direct Line
1-920-593-1814
Toll Free Line
1-800-236-1372 Ext. 1814
Fax
1-920-593-1830
e-mail
mikes@wis-imaging.com

August 3, 2023 CITY OF DE PERE - FIRE STATION 1 MAP ROOM

RICOH IMC 2510 COLOR MFP COPIER PROPOSAL

MACHINE FEATURES

Network printing, color scanning and scan to email
25 Pages per minute full color and black
Single pass document feeder (capacity 220 pages)
Scan speed 300 two sided images per minute
10.1" smart operation touch panel for ease of use (Exact same layout as your current Ricoh's)
Booklet making saddle stitch finisher folder (creates up to 60 page books)
33.6 Fax modem included
Two 550 sheet paper drawers plus a 100 sheet bypass tray
2 GB RAM, 256 GB Solid State Hard drive
PDF compression for color scanning
1200X1200 DPI resolution
ID card copy (copies driver's license, insurance cards, etc. both sides on one side of the page)
Scan to / print from USB flash drive standard
15 Amp surge protector / power filter included , five year warranty

Lease:

48 Months No payments in advance $139.00 per month

NOTE:

Special pricing based on Ricoh's Municipality discount and US Bank's competitive replacement discounted rate.
We will need copy of lease or maintenance agreement of old equipment as proof of replacement.
Price includes delivery and training which I do myself. I will program the machine and transfer address books from your old machine's but you will need to load the new print driver on your server. IT support was not added.

Maintenance Agreement:

Includes all service calls, parts, labor and preventive maintenance. Includes black and color toners. Black billed at .0076 per page and color billed at .058 per page. No minimum volumes.

Mike Sevcik
Digital Imaging Specialist
Wisconsin Document Imaging

Information herein is proprietary and confidential to Wisconsin Document Imaging (WDI) and shall not be used or disclosed without prior consent of WDI.

Wisconsin Document Imaging

1850 Velp Ave.
Green Bay, WI 54303

Direct Line
1-920-593-1814
Toll Free Line
1-800-236-1372 Ext. 1814
Fax
1-920-593-1830
e-mail
mikes@wis-imaging.com

August 3, 2023 CITY OF DE PERE - CITY HALL FLOOR 2 OFFICE

RICOH IMC 4510 COLOR MFP COPIER PROPOSAL

MACHINE FEATURES

Network printing, color scanning and scan to email
45 Pages per minute full color and black
Single pass document feeder (capacity 220 pages)
Scan speed 300 two sided images per minute
10.1" smart operation touch panel for ease of use (Exact same layout as your current Ricoh's)
1000 sheet external stapling finisher, staples up to 50 sheets per set and can crimp up to 5 sheets staple less
33.6 Fax modem included
Four 550 sheet paper drawers plus a 100 sheet bypass tray
4 GB RAM, 256 GB Solid State Hard drive
PDF compression for color scanning
1200X1200 DPI resolution
ID card copy (copies driver's license, insurance cards, etc. both sides on one side of the page)
Scan to / print from USB flash drive standard
15 Amp surge protector / power filter included, five year warranty

Lease:

48 Months No payments in advance $189.00 per month

NOTE:

Special pricing based on Ricoh's Municipality discount and US Bank's competitive replacement discounted rate.
We will need copy of lease or maintenance agreement of old equipment as proof of replacement.
Price includes delivery and training which I do myself. I will program the machine and transfer address books from your old machine's but you will need to load the new print driver on your server. IT support was not added.

Maintenance Agreement:

Includes all service calls, parts, labor and preventive maintenance. Includes black and color toners. Black billed at .0062 per page and color billed at .037 per page. No minimum volumes.

Mike Sevcik
Digital Imaging Specialist
Wisconsin Document Imaging

Information herein is proprietary and confidential to Wisconsin Document Imaging (WDI) and shall not be used or disclosed without prior consent of WDI.

Wisconsin Document Imaging

1850 Velp Ave.
Green Bay, WI 54303

Direct Line
1-920-593-1814
Toll Free Line
1-800-236-1372 Ext. 1814
Fax
1-920-593-1830
e-mail
mikes@wis-imaging.com

August 3, 2023 CITY OF DE PERE - COMMUNITY CENTER FLOOR 2 OFFICE

RICOH IMC 4510 COLOR MFP COPIER PROPOSAL

MACHINE FEATURES

Network printing, color scanning and scan to email
45 Pages per minute full color and black
Single pass document feeder (capacity 220 pages)
Scan speed 300 two sided images per minute
10.1" smart operation touch panel for ease of use (Exact same layout as your current Ricoh's)
1000 sheet external stapling finisher, staples up to 50 sheets per set and can crimp up to 5 sheets staple less
Automatic hole punch
33.6 Fax modem included
Four 550 sheet paper drawers plus a 100 sheet bypass tray
4 GB RAM, 256 GB Solid State Hard drive
PDF compression for color scanning
1200X1200 DPI resolution
ID card copy (copies driver's license, insurance cards, etc. both sides on one side of the page)
Scan to / print from USB flash drive standard
15 Amp surge protector / power filter included, five year warranty

Lease:

48 Months No payments in advance $196.00 per month

NOTE:

Special pricing based on Ricoh's Municipality discount and US Bank's competitive replacement discounted rate.
We will need copy of lease or maintenance agreement of old equipment as proof of replacement.
Price includes delivery and training which I do myself. I will program the machine and transfer address books from your old machine's but you will need to load the new print driver on your server. IT support was not added.

Maintenance Agreement:

Includes all service calls, parts, labor and preventive maintenance. Includes black and color toners. Black billed at .0062 per page and color billed at .037 per page. No minimum volumes.

Mike Sevcik
Digital Imaging Specialist
Wisconsin Document Imaging

Information herein is proprietary and confidential to Wisconsin Document Imaging (WDI) and shall not be used or disclosed without prior consent of WDI.

Wisconsin Document Imaging

1850 Velp Ave.
Green Bay, WI 54303

Direct Line
1-920-593-1814
Toll Free Line
1-800-236-1372 Ext. 1814
Fax
1-920-593-1830
e-mail
mikes@wis-imaging.com

August 3, 2023 CITY OF DE PERE – MUNICIPAL SERVICE CENTER

RICOH IMC 6010 COLOR MFP COPIER PROPOSAL

MACHINE FEATURES

Network printing, color scanning and scan to email
60 Pages per minute full color and black
Single pass document feeder (capacity 220 pages)
Scan speed 300 two sided images per minute
10.1" smart operation touch panel for ease of use (Exact same layout as your current Ricoh's)
1000 sheet external stapling finisher, staples up to 50 sheets per set and can crimp up to 5 sheets staple less
33.6 Fax modem included
Four 550 sheet paper drawers plus a 100 sheet bypass tray
4 GB RAM, 256 GB Solid State Hard drive
PDF compression for color scanning
1200X1200 DPI resolution
ID card copy (copies driver's license, insurance cards, etc. both sides on one side of the page)
Scan to / print from USB flash drive standard
15 Amp surge protector / power filter included, five year warranty

Lease:

48 Months No payments in advance $239.00 per month

NOTE:

Special pricing based on Ricoh's Municipality discount and US Bank's competitive replacement discounted rate.
We will need copy of lease or maintenance agreement of old equipment as proof of replacement.
Price includes delivery and training which I do myself. I will program the machine and transfer address books from your old machine's but you will need to load the new print driver on your server. IT support was not added.

Maintenance Agreement:

Includes all service calls, parts, labor and preventive maintenance. Includes black and color toners. Black billed at .0062 per page and color billed at .037 per page. No minimum volumes.

Mike Sevcik
Digital Imaging Specialist
Wisconsin Document Imaging

Information herein is proprietary and confidential to Wisconsin Document Imaging (WDI) and shall not be used or disclosed without prior consent of WDI.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 15, 2023**
DEPARTMENT:	**City Attorney**
FROM:	**Amy Darnick**
SUBJECT:	**A. Resolution #23-78 Approving photocopier lease agreements with Complete Office of Wisconsin, Inc. (City Hall 2nd Floor, Community Center, Fire Station 1, and Municipal Service Center).**

ATTACHMENTS:

- Reso23-78A (PDF)

RESOLUTION #23-78

APPROVING PHOTOCOPIER LEASE AGREEMENTS WITH COMPLETE OFFICE OF WISCONSIN, INC.
(City Hall 2nd Floor, Community Center, Fire Station 1 and Municipal Service Center)

WHEREAS, the City is in need of new photocopiers for City Hall 2nd Floor, the Community Center, Fire Station 1 and the Municipal Service Center; and

WHEREAS, Complete Office of Wisconsin, Inc. has available and offers to provide photocopier equipment for a 48-month lease in accordance with the terms and conditions of their Order Details Proposal; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the Order Details agreement of Complete Office of Wisconsin, Inc. as attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of August, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/08/2023

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 15, 2023**
DEPARTMENT:	**City Attorney**
FROM:	**Amy Darnick**
SUBJECT:	**B. Resolution #23-79 Accepting quote of Gordon Flesch Company for Allegiant CloudFAX Platform.**

ATTACHMENTS:

- Reso23-79B (PDF)

RESOLUTION #23-79

ACCEPTING QUOTE OF GORDON FLESCH COMPANY FOR ALLEGIANT CLOUDFAX PLATFORM

WHEREAS, implementing a cloud fax technology platform to replace traditional fax technology will result in a significant cost savings for the City over the term of its new photocopier leases for City Hall 2nd Floor, Community Center, Fire Station 1 and the Municipal Service Center; and

WHEREAS, Gordon Flesch Company offers the Allegiant CloudFAX Platform pursuant to a monthly fee in accordance with the terms and conditions of their Proposal attached hereto and incorporated herein; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The IT Director is hereby authorized to accept the quote of Gordon Flesh Company for the Allegiant CloudFAX Platform.

BE IT FURTHER RESOLVED THAT:

The Mayor is hereby authorized and directed to execute any documents necessary to engage the CloudFAX Platform services, with any such agreement being subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of August, 2023.

APPROVED:

_____

James G. Boyd, Mayor

ATTEST:

_____

Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/08/2023

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 15, 2023**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Resolution #23-80 Amending Sections 4 and 5 of the City of De Pere Employee Policy Manual.**

ATTACHMENTS:

- Reso23-80 (PDF)
- 2023 Policy Updates Memo to Finance and Council 8.2023 (PDF)
- 2023 Policy Updates Redline to Finance and Council 8.2023 (PDF)

RESOLUTION #23-80

AMENDING SECTIONS 4 AND 5 OF THE
CITY OF DE PERE EMPLOYEE POLICY MANUAL

WHEREAS, the Finance/Personnel Committee has reviewed the proposed changes to the Employee Policy Manual as recommended by the Human Resources Department to remain competitive and current within the workforce and to address the needs of City employees; and

WHEREAS, the Committee recommends approval of such changes to Sections 4.19 and 5.2 of the City De Pere Employee Policy Manual as more fully set forth below.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves and adopts the following amendments to Sections 4 and 5 of the City of De Pere Employee Policy Manual:

1. The following shall be added as the third paragraph of Subsection B. of Section 4.19 Drug and Alcohol Testing Policy:

Marijuana or Tetrahydrocannabinol ("THC") at work or in the scope of employment is strictly prohibited, even in states where it may be decriminalized under state law, and regardless of the type of marijuana/THC (i.e., smokeable, edible, creams, etc.). This includes without limitation the use, possession, or being under the influence of marijuana/THC on City property, during working hours, or while on City business. The City of De Pere complies with federal law and considers marijuana/THC to be an Illegal Drug under federal and Wisconsin law for purposes of this Policy, which shall apply in all states – even those states that allow for medical and/or decriminalized or recreational use. Hemp-derived cannabidiol ("CBD") that meets certain requirements may not be defined as marijuana/THC at the federal level and, where permitted by law, the use of CBD/THC that is not contrary to these requirements and does not contain illegal levels of THC is not prohibited by this Policy. However, in the event of a positive drug test for marijuana or an illegal level of THC, the use of CBD will not be accepted as an excuse for the positive test.

2. Section 5.2 Acceptable Use of Electronic and Social Media shall be amended by adding "restriction and/or" following the words "subject to" in subsection C.3.a. and repealing and replacing the numeric listing in that subsection as follows:

    i. Comments not topically related to the particular social media article being commented upon;

    ii. Continuous posting of repetitive text;

iii. Defamation or false information;

iv. Comments in support of or in opposition to political campaigns or ballot measures;

v. Profane language or content;

vi. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, or sexual orientation;

vii. Sexual content or links to sexual content;

viii. Solicitations of commerce;

ix. Conducting or encouraging illegal activity;

x. Information that may tend to compromise the safety or security of the public or public systems; or

xi. Content that violates a legal ownership or reputational interest of any other party.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of August, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/08/2023

CITY OF DE PERE
MEMO

To: Members of the Finance/Personnel Committee
From: Tracy Hood, Human Resources Generalist
Date: August 3, 2023

RE: Recommendation and Possible Action to Approve Various Changes to the City Policy Manual*

Note: At the August 8, 2023, Finance/Personnel Committee the below recommendation was approved unanimously.

In July we brought forward various changes to the *Employee Policy Manual*. After further review of additional changes, there are two more polices that we believe require formal approval. Listed below is a summary of the changes. The attached document has track changes excerpts of the policy manual.

4.19 (B) On the Job Use, Possession or Sale of Drugs or Alcohol

- Added langue to clarify that Marijuana or Tetrahydrocannabinol ("THC") at work or in the scope of employment is strictly prohibited, even in states where it may be decriminalized under state law. Added clarification that in the event of a positive drug test for marijuana or an illegal level of THC, the use of CBD will not be accepted as an excuse for the positive test.

5.2 (C) Social Media and Networking Official City Sites

- In section 3, Notifications, added additional reasons for restriction or removal of articles and comments on City social media sites.

If you should have any questions in advance of the meeting, please contact me at 339-4045. Thank you.

4.19 Drug and Alcohol Testing Policy

B. On the Job Use, Possession or Sale of Drugs or Alcohol

Being under the influence of a drug or alcohol while performing City business or while in a City facility or using City property is strictly prohibited. "Under the influence" means, for the purposes of this policy, that the employee is affected by a drug or alcohol or the combination of a drug and alcohol in any detectable manner. The symptoms of influence are not confined to those consistent with misconduct, or to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. A determination of influence can be established by professional opinion, a scientifically valid test, and, in many cases, by a layperson's opinion.

The use or being under the influence of any prescribed, over-the-counter, or otherwise legally obtained drug while performing City business, or while at a City facility or using City property is prohibited if such use or influence may affect the safety of the employee, co-workers, members of the public, or the safe or efficient operation of the City. An employee must report such use of a legally-obtained drug to his or her supervisor. If the employee's supervisor determines that the employee does not pose a threat to his or her own safety or the safety of co-workers, and that the employee's job performance is not significantly affected by the drug, then the employee may continue to work. The City will take all steps necessary and reasonable to accommodate employees whose disabilities require them to take legal drugs.

Marijuana or Tetrahydrocannabinol ("THC") at work or in the scope of employment is strictly prohibited, even in states where it may be decriminalized under state law, and regardless of the type of marijuana/THC (i.e. smoke-able, edible, creams, etc.). This includes without limitation the use, possession, or being under the influence of marijuana/THC on City property, during working hours, or while on City business. The City of De Pere complies with federal law and considers marijuana/THC to be an Illegal Drug under federal and Wisconsin law for purposes of this Policy, which shall apply in all states – even those states that allow for medical and/or decriminalized or recreational use. Hemp-derived cannabidiol ("CBD") that meets certain requirements may not be defined as marijuana/THC at the federal level and, where permitted by law, the use of CBD/THC that is not contrary to these requirements and does not contain illegal levels of THC is not prohibited by this Policy. However, in the event of a positive drug test for marijuana or an illegal level of THC, the use of CBD will not be accepted as an excuse for the positive test.

The use, sale, purchase, transfer or possession of any alcohol, illegal drug, or prescribed drug or narcotic not prescribed to that employee while at a City facility or while performing City business is prohibited.

Employees will be subject to disciplinary action, up to and including termination, for violations of this policy. Violations include, but are not limited to, possessing illegal

or non-prescribed drugs and narcotics or alcohol at work; being under the influence of those substances while working; using them while working; or dispensing, distributing, or illegally manufacturing or selling them on City premises and work sites. Employees should note that a violation of this policy can result in disciplinary action, up to and including termination, even for the first offense.

5.2 Acceptable Use of Electronic and Social Media

C. Social Media and Networking Official City Sites

3. Notifications

a. Users and visitors to social media sites shall be notified that the intended purpose of the site is communication from City departments to members of the public. City social media site articles and comments containing any of the following forms of content shall not be allowed and shall be subject to restriction and/or removal:

i. Comments not topically related to the particular social media article being commented upon;

ii. Continuous posting of repetitive text;

~~i.~~iii. Defamation or false information;

~~ii.~~iv. Comments in support of or in opposition to political campaigns or ballot measures;

~~iii.~~v. Profane language or content;

~~iv.~~vi. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, or sexual orientation;

~~v.~~vii. Sexual content or links to sexual content;

~~vi.~~viii. Solicitations of commerce;

~~vii.~~ix. Conducting or ~~encouragement of~~encouraging illegal activity;

~~viii.~~x. Information that may tend to compromise the safety or security of the public or public systems; or

~~ix.~~xi. Content that violates a legal ownership or reputational interest of any other party.

b. These guidelines shall be displayed to users or made available by hyperlink. Specific social media tool standards approved by the City Administrator shall provide that any content removed based on these guidelines must be retained, including the time, date and identity of the poster, when available.

c. The City reserves the right to restrict or remove any content that is deemed in violation of this social media policy or any applicable law. Each department head is responsible for identifying a site monitor for each social networking site permitted under this policy.

d. All new social media tools proposed for City use will be approved by the City Administrator and the IT Director. The City Administrator shall approve all tool standards. For each social media tool approved for use by the City, the following documentation will be developed by the Department Head:

i. Operational and use guidelines;

ii. Standards and processes for managing accounts on social media sites;

iii. Standards for the administration of social media sites; and

iv. Signed acknowledgements of policies by authorized users.

e. Administration of City social media sites.

i. The IT Director will maintain a list of social media tools which are approved for use by City departments and staff.

ii. The department head of each department establishing a social media presence will maintain a list of all City social media sites, including login and password information.

iii. Employees with access to passwords shall provide those passwords to the City upon request. The password is the property of the City and not the employee. Employees shall not change passwords without the written authorization of the City Administrator or department head.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 15, 2023**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Resolution #23-81 Authorizing Service Agreement Between the City of De Pere and St. Vincent Hospital, d/b/a Prevea Health (Job Analyses).**

ATTACHMENTS:

- Reso23-81 (PDF)
- Prevea Job Analysis Memo for Finance (PDF)
- Health and Wellness Two page service agreement City of De Pere CR 39173 (PDF)

RESOLUTION #23-81

AUTHORIZING SERVICE AGREEMENT BETWEEN THE CITY OF DE PERE
AND ST. VINCENT HOSPITAL, D/B/A PREVEA HEALTH
(Job Analyses)

WHEREAS, the City is in need of an updated analysis of the physical requirements of positions requiring a pre-employment physical to accommodate for changes in job duties to ensure employee qualifications for specific jobs and to maintain safety in the workplace; and

WHEREAS, St. Vincent Hospital, d/b/a Prevea Health currently conducts the City's pre-employment physicals through its Occupational Health Department and is willing to provide the services of a physical therapist or other qualified personnel to review applicable job descriptions and complete an analysis to ensure that the job descriptions accurately reflect the necessary physical demands of the position, pursuant to the terms and conditions in the Service Agreement attached hereto; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Human Resources Director is authorized and directed to execute the Service Agreement Between the City of De Pere and St. Vincent Hospital, d/b/a Prevea Health, as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of August, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/08/2023

CITY OF DE PERE
MEMO

To: Members of the Finance/Personnel Committee

From: Shannon Metzler, Human Resources Director

Date: August 8, 2023

RE: Recommendation and Possible Action to Hire Prevea Health to Complete Job Analyses on Various Positions

Note: At the August 8, 2023, Finance/Personnel Committee the below recommendation was approved unanimously.

The Human Resources Department is seeking approval to have Prevea Health conduct a Job Analysis of the City's positions that currently require a pre-employment physical. Currently, Prevea Health's occupational health department completes pre-employment physicals. The job duties have changed for positions throughout the years and therefore an updated analysis of the physical requirements of each position is important for determining what the appropriate pre-employment physical should entail.

The job analysis is important in ensuring employee qualifications for specific jobs and for maintaining safety in the workplace. A physical therapist from Prevea Health will perform a job analysis of each position, which will determine what physical requirements (amount of bending, twisting, reaching, overhead work, lifting, etc.) a person needs to meet in order to perform that specific job. The physical demands analysis will:

- Break down the physical job task including manual handling and positional requirements.
- Gather information about the equipment and/or tools required to be used during each task.
- Study the frequency and duration of each task.
- Provide objective measurements of weights, distances, heights, and forces associated with each job task.

The physical therapist will work with Human Resources to review each job description, as well as meet with multiple employees in each position to ensure that the job description reflects accurate physical demands. They will also observe the job in action to gather objective measurements. The analysis will customize a screening that is specific to each job and allow the provider to confirm if a potential employee is physically capable of completing the job safely. Additional benefits include:

- Setting a benchmark to understand the level of physical requirement needed to complete the job effectively and reduce the risk of injury.
- Effectively orientating new employees to a position.
- The potential to minimize time away from work for injured employees by providing medical professionals information on job demands and possible modified duties.
- The ability to identify risk factors and determine if job task or work environment modifications are needed.

Prevea Health's current rate for a job analysis is $87 per hour. Each position will take approximately up to 5 hours (3 hours on site to study the position and meet with employees and 2 hours to write the analysis). We have 11 positions that currently require a pre-employment physical. If each position takes

the full 5 hours to study and prepare the analysis, the total cost would be $4,785.00. The cost will be paid from the Human Resources 2023 budget.

If you have any questions in advance of the meeting, please contact me at 339-4045.

Services Agreement

This Services Agreement ("**Agreement**") is entered into by and between St. Vincent Hospital d/b/a Prevea Health ("**Prevea**") and City of De Pere ("**Entity**") (individually, each a "**Party**," or collectively, the "**Parties**"). This Agreement shall be effective as of the day on which the last of the Parties executes this Agreement ("**Effective Date**").

WHEREAS, Prevea is an integrated healthcare services delivery system that provides a wide range of healthcare related services, including wellness programs;

WHEREAS, Entity desires to retain Prevea to provide certain services (as further described below) to Entity and its employees, if applicable; and

WHEREAS, Prevea and Entity wish to enter into this Agreement which sets forth the terms and conditions upon which Prevea will provide such services to Entity.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the Parties agree as follows:

I. PURPOSE.

Entity hereby engages Prevea to provide to Entity the services as further described on an Addendum attached to this Agreement ("**Purchased Services**"). Prevea shall ensure that its personnel performing the Purchased Services are appropriately qualified, trained and credentialed under applicable law to provide the Purchased Services. The Purchased Services will be provided on a schedule mutually agreeable to the Parties or as otherwise provided in the Addendum. The Purchased Services will be provided at the locations identified in the Addendum or at locations as otherwise agreed upon by the Parties from time to time.

II. TERM

2.1 Term. The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date, and terminating one (1) year thereafter unless terminated earlier as provided in this Agreement. If "yes" is checked, this Agreement shall automatically renew for additional one (1) year terms unless otherwise terminated pursuant to this Agreement. ☒ Yes ☐ No

2.2 Termination. This Agreement may be terminated by either Party with or without cause or penalty by delivering a written notice of termination to the other Party at least ten (10) days prior to such early termination. This Agreement may also be terminated as mutually agreed upon in writing by the Parties.

III. COMPENSATION

3.1 Compensation. Entity shall pay Prevea in accordance with the amount(s) as further set forth on the applicable Addendum. In addition, Entity shall compensate Prevea for mileage costs incurred for travel outside a twenty (20) mile radius of the De Pere metropolitan areas, as applicable, at the then-current IRS standard business mileage rates. Prevea shall invoice Entity at the end of each month for fees incurred in the prior month, if any. Entity shall pay Prevea within thirty (30) days of Entity's receipt of each invoice from Prevea.

IV. CONFIDENTIALITY/PRIVACY

4.1 HIPAA. The Parties shall each comply with the Standards for Privacy of Individually Identifiable Health Information and all other regulations promulgated under Section 264 of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and other state or federal health information privacy and security laws (collectively, "**Privacy Laws**"). Furthermore, the Parties shall promptly amend this Agreement to conform with any new or revised Privacy Laws in order to ensure that Prevea is at all times in conformance with all Privacy Laws. Records prepared by Prevea in the course of furnishing Purchased Services to individuals shall be and remain the property of Prevea. Without limiting the foregoing, "Protected Health Information" (as defined under HIPAA) shall not be furnished to Entity without a proper authorization, unless fully de-identified such that the information is no longer considered Protected Health Information under HIPAA.

4.2 Confidential Information. Entity shall treat all Purchased Services hereunder as proprietary and confidential. Neither Party shall under any circumstances release or use any data or information linked to the other Party outside of providing Purchased Services hereunder without the express written consent of the other Party, provided, however, that the foregoing shall not prohibit either Party from disclosing any data or information which: (i) is necessary to disclose in connection with the delivery of Purchased Services; (ii) is required by law to be disclosed; (iii) is in the public domain at the time of disclosure to the receiving Party or which later enters the public domain through no fault of the receiving Party; (iv) is independently developed by the receiving Party without reference to the other Party's confidential information, or (v) was known by the receiving Party prior to its r other Party under this Agreement.

V. COMPLIANCE/STANDARDS

5.1 Compliance. The Parties believe and intend that this Agreement complies with all relevant federal and state laws and regulations and accreditation standards, including but not limited to, Federal Health Care Program (as defined under 42 U.C.§ 1320a7(b)(f)) fraud and abuse laws (including the Anti-Kickback Statute) and the Stark Law, and all of the rules and regulations promulgated pursuant to, and all of the cases or opinions interpreting, such statutes and laws.

5.2 No Inducement. Entity shall not be obligated or required to refer any patients to Prevea, or *a*ny affiliate of Prevea, to obtain or receive any medical diagnosis, care or treatment from Prevea, or to purchase any health care related services or products from Prevea. Neither Party is entering into this Agreement with an expectation that unlawful patient referrals will occur between the Parties or that other unlawful business will be generated between the Parties.

5.3 Exclusion. Each Party represents and warrants to the other that it is not: excluded from participation in any Federal Health Care Program; debarred, suspended or otherwise excluded from participating in any other federal or state procurement or non-procurement program or activity; or designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury. Each Party further represents and warrants to the other Party that, to its knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each Party shall notify the other Party in writing upon the commencement of any such exclusion or investigation of the Party immediately upon receiving first notice of such exclusion or investigation. Each Party shall have the right to terminate this Agreement immediately upon learning of any such exclusion of the other Party and a Party subject to investigation shall keep the other Party informed of the status of any such investigation.

VI. INDEMNIFICATION

6.1 Indemnification. Each Party shall indemnify and hold the other harmless form any and all claims, suits, damages, fines, penalties, judgments, liabilities and expenses (including reasonable attorney's fees and court costs) arising from (a) any negligent or willful act or omission of the Party, its agents, or employees, (b) any breach of this Agreement by the Party, its agents, or employees or (c) any violation of a law by the Party, its agents, or employees. Notwithstanding anything to the contrary in this Agreement, a Party's obligations with respect to indemnification for acts described in this Section shall not apply to the extent that such application would nullify any existing insurance coverage of such Party or as to that portion of any claim of loss in which an insurer is obligated to defend or satisfy. This Section shall survive the expiration or earlier termination of this Agreement.

VII. STATUS OF THE PARTIES

7.1 Independent Contractor. Except as set forth in this Agreement, no action taken by either Party, or its officers, employees or agents pursuant to this Agreement, shall be deemed to create any partnership, joint venture, association or syndicate between the Parties, nor shall any such action be deemed to confer upon either Party any express or implied right or authority to assume, or create any obligation or responsibility, on behalf of, or in the name of, the other Party. The Parties to this Agreement are independent entities, contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement.

VIII. GENERAL PROVISIONS

8.1 Amendments. Except as provided in this Agreement, this Agreement shall not be amended except in a written document signed by both Parties. Additional Purchased Services may be added to this Agreement by the Parties from time to time by execution of an addendum setting forth the Purchased Services and compensation in the format similar to the attached Addendum.

8.2 Counterparts; Facsimile and pdf Signatures. This Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. Signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.

8.3 Governing Law. This Agreement shall be construed and governed by the laws of the State of Wisconsin, provided, however, that the conflicts of law principles of the State of Wisconsin shall not apply to the extent they would operate to apply the laws of another state. Unless otherwise required by la to jurisdiction of the courts within Brown County, Wiscon

8.4 Nondiscrimination. Neither Party shall discriminate against any Party's workers, employees, applicants, or any member of the public because of race, creed, color, religion, age, sex, handicap, national origin or other protected classification.

8.5 Entire Agreement. This Agreement, including all Addenda, supersedes all previous contracts or agreements between the Parties for the same Purchased Services, and constitutes the entire Agreement between the Parties.

8.6 Ethical and Religious Directives. Prevea is operated in accordance with the *Ethical and Religious Directives for Catholic Healthcare Services*, as promulgated, from time to time, by the United States Conference of Catholic Bishops, Washington, D.C. of the Roman Catholic Church (the "**ERDs**") and the ERDs are a matter of conscience to Prevea. This Agreement shall not be construed to require Prevea to violate the ERDs in its operations and all parts of this Agreement must be interpreted in a manner that is consistent with the ERDs.

8.7 Notices. All notices, demands and other communications required under this Agreement shall be in writing and sent: (i) by registered or certified mail, return receipt requested; (ii) sent by nationally recognized overnight courier service; or (ii) personally delivered, to the address set forth below each Party's signature to this Agreement, or such other address as a Party shall provide by notice to the Party.

WHEREOF, a duly authorized officer and representative of each Party have executed this Agreement on the date indicated below.

PREVEA:	ENTITY:
By: _____	By: _____
Ashok N. Rai, M.D.	Name:
President and CEO	Title:
Date: _____	Date: _____
Address:	Address:
Prevea Health	_____
2710 Executive Drive	_____
P.O. Box 19070	_____
Green Bay, WI 54307-9070	_____
Attn: Ashok N. Rai, M.D.	_____

ADDENDUM
PURCHASED SERVICES
Program, Description of Services and Fees of Purchased Services:
Please Indicate in ☐ with a √ which services you request.

	Program	Description of Services:	Fee:
☐	Industrial Physical Therapy-workstation evaluations	Having an onsite industrial physical therapist can help you reduce OSHA recordable injuries and healthcare spend through injury prevention, first aid services, ergonomics, and onsite treatment of injury. Our Industrial PTs will observe and measure all physical aspects of your employees' work, provide recommendations for job description updates, establish a written ergonomics program, design self-help handouts, provide injury prevention exercise programs and can even provide onsite treatment for musculoskeletal injuries.	$_____.
☐	Nicotine and Tobacco Cessation Program	Six Smoke free classes; Smoke Free offers education, support, and encouragement to those who want to quit smoking; taking a positive approach, Smoke Free prepares participants to take the steps needed to quit and teaches how to maintain a new, nonsmoking lifestyle.	$_____.
☐	HRA-Biometric Screening	Finger stick blood draw: Lipid panel for total cholesterol, HDL, TC/HDL ratio, LDL, Triglycerides, and Glucose. Biometrics include: Height, Weight, Body Mass Index, Blood Pressure, Body Fat %. Cotinine swab is an optional add-on. Participant will receive an outcomes-based overall risk score and an informational booklet which provides an overview of their measurement values and associated health risks. Then during the included follow-up appointment with the participant, the Health Coach will review the results and discuss goal setting related to health and lifestyle changes. Company will receive an aggregate report covering all aspects of the screening and their employee's aggregate health risks by category. Year to year comparison and recommendations for associate engagement will be included.	$_____.
☐	HRA - Venipuncture	Bloodwork: Lipid and Cotinine for total cholesterol, HDL, TC/HDL ratio, LDL, Triglycerides, Glucose PSA for men over 50 years. Biometrics: Height, Weight, Body Mass Index, Blood Pressure, Body Fat %. Results Delivery: by Mail	$_____
☐	Prevea Injury Care On-Demand (PIC)	Prevea Injury Care On-Demand provides workplace injury care, and triage services for employee's right at the workplace, 24 hours a day, 7 days a week, 365 days a year. Prevea providers or nurses virtually connect to the business, and through the use of high definition video telemedicine technology or telephonic technology, visually care for or triage injured workers of a reported injury. No subscription fees, start-up fees, or PMPM fees. You simply pay only for what you use.	$_____.
☐	Occupational Health – Reasonable Suspicion Training	Substance abuse reasonable suspicion training for supervisor. Helps employers, HR staff, and supervisors recognize the signs and symptoms of substance abuse and increase management awareness. Offered onsite at your place of business.	$_____.
☐	Onsite Coaching Services*	Health care professional provision of individual health consultations, including regarding cholesterol, blood pressure and body mass index. Assistance with the establishment of individual health goals along with provision of educational materials and interventions.	$_____
☒	Job Analysis	1 job areas – Estimated time 3 hours on-site, 2 hours write up	$ 87.00 per hour .
☐	Registered Dietician*	One on One Counseling with a registered dietician. Dietician monitors and updates personal nutrition plans and fitness goals	$_____.
☐	FitLyfe Wellness Platform	Employee wellness platform that provides a comprehensive, easy-to-read picture of employee health, allowing employers to access aggregate data and take actionable steps to ensure employee engagement and satisfaction with their health and wellness program. Includes personally branded FitLyfe website, smartphone App access, a customized programs with points and medallions, and a Gift Card mall (company is responsible for the direct value of the gift cards).	$_____
☐	Fitness Challenges	Survivor Challenge, Maintain, Don't Gain, Wellness Bingo, Every Body Move	$_____

***Not applicable if provided for already through a Health and Wellness Healthcare Services Agreement**

PREVEA:

_____
Ashok N. Rai, M.D.
President & CEO

Date:_____

ENTITY:

_____
Name:
Title:

Date:_____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 15, 2023**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Resolution #23-82 Authorizing Service Agreement Between the City of De Pere and ScreeningOne (Background Checks).**

ATTACHMENTS:

- Reso23-82 (PDF)
- Background Screening Memo for Finance (PDF)
- ScreeningOne Membership Packet (PDF)
- ScreeningOne Price Sheet (PDF)

RESOLUTION #23-82

AUTHORIZING SERVICE AGREEMENT BETWEEN THE
CITY OF DE PERE AND SCREENINGONE
(Background Checks)

WHEREAS, the City is in need of continuous services as part of its recruiting process for out of state background checks, including credit checks, education and professional license verifications; and

WHEREAS, ScreeningOne offers accurate and thorough background check services and reporting, with quality control measures that adhere to applicable laws, regulations and industry standards and is willing to provide said services to the City pursuant to the terms and conditions in the Service Agreement attached hereto; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Human Resources Director is authorized and directed to execute the Service Agreement Between the City of De Pere and ScreeningOne, as is attached hereto, including any subsequent renewals thereof, provided the terms and conditions are substantially similar and sufficient funds are budgeted therefor.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of August, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/08/2023

CITY OF DE PERE
MEMO

To: Members of the Finance/Personnel Committee

From: Shannon Metzler, Human Resources Director

Date: August 8, 2023

RE: Recommendation and Possible Action to use ScreeningOne to Conduct Background Checks for Various Recruitments

Note: At the August 8, 2023, Finance/Personnel Committee the below recommendation was approved unanimously.

The Human Resources Department is seeking approval to begin using ScreeningOne to conduct our out of state background checks, credit checks and education and professional license verifications during the recruitment process. Currently the City uses Sterling for this, however they are unable to run credit checks.

ScreeningOne is well versed in the legal requirements, regulations, and best practices for each type of verification, including those specific to out of state processes. They ensure accurate and thorough reporting through quality control measures and adhere to all applicable laws, regulations, and industry standards to maintain compliance and mitigate potential risks associated with these verifications.

The funding for these services is already a part of the recruitment budget. ScreeningOne does not require any set up fees or ordering minimums and they do not have any monthly charges. All costs are lower than other companies that were researched. Turnaround time is immediate to 36 hours, depending on the type of report requested.

If you have any questions in advance of the meeting, please contact me at 339-4045.

ScreeningOne®

Company Information

Business Name (End-User)			Year Established
Street Address	City	State	Zip
SSN or Federal Id Number	Main Office Phone	Business Fax	Is this a Residential Address? ☐ Yes ☐ No
Business Owner/Officer/Principal		Company Website	
screeningONE Client Contact		Client Contact Title	Contact's Phone
Contact's Email Address		Does this company have subsidiaries/branches? ☐ Yes ☐ No (If Yes, complete section below)	

Subsidiaries/Branches (if applicable – use an additional sheet if needed)

Subsidiary/Branch Name	Street	City	State	Zip
Subsidiary/Branch Name	Street	City	State	Zip
Subsidiary/Branch Name	Street	City	State	Zip
Subsidiary/Branch Name	Street	City	State	Zip

The above locations are valid subsidiaries/branches of our company and I certify that these locations have received and will comply with screeningONE's information security policies.

Signature of Company Representative: Date:

Electronic Invoice

Primary Billing Contact	Primary Billing Email	Primary Billing Phone	Primary Billing Fax
Secondary Billing Contact(s)	Secondary Billing Email(s)	Secondary Phone	Secondary Fax

Pay by Credit Card *(optional)* Complete the following if you prefer to have your monthly charges applied to a card.

Card Type: ☐ Visa ☐ MasterCard ☐ American Express Card Number:

Expiration Date: Card Code: Name on Card:

Address on Card:

Signature:

Permissible Purpose/Compliance Information

Please indicate your company's business type and your intended use of credit reports and related products and services

Type of Business:

Intended Use of Consumer Information:

1860 N. Avenida Republica de Cuba, Tampa, FL 33605
PH: 888-327-6511 FAX: (888) 216-1003

ScreeningOne®

Service Agreement

This service agreement ("Agreement") is entered into as of the date written below between screeningONE, Inc. ("screeningONE"), and _____ ("Client").

Client and screeningONE agree to the following terms:

1. Pricing: Set forth on the attached price list.

2. Client is familiar with the requirements of all applicable federal and state laws, including the Fair Credit Reporting Act ("FCRA") and the Fair and Accurate Credit Transactions ("FACT") Act, including without limitation the provisions set forth herein, and Client agrees to comply with all requirements of these laws in connection with ordering and using Consumer Reports and related products and services ("Consumer Reports"). Client agrees that it is solely responsible for this compliance. Client acknowledges that it has received and read the acknowledgement and access security requirements documents provided by screeningONE.

3. Client will order Consumer Reports and related products and services for its exclusive use only, solely for permissible purposes as defined by federal and state law. Client certifies that it will be the end user of all Consumer Reports and agrees that it will hold all information strictly confidential, and will not copy, sell or transfer any such information to any third party. Client agrees to implement appropriate procedures so that only employees with adequate training regarding the requirements of the FCRA, FACT Act and all applicable federal and state laws have access to the Consumer Reports.

4. Client will obtain a signed authorization from each person on whom Consumer Report is ordered (the "Subject"), prior to ordering a Consumer Report on such Subject, and will maintain the authorization on file for audit and inspection. This requires Client to maintain a clear copy of photographic identification of each Subject along with the authorization for three years. During this period, Client will provide screeningONE with a copy of such authorization, or the original, as may be requested by screeningONE or its authorized representatives. Client agrees that screeningONE, upon reasonable notice, may conduct audits to ensure Client's compliance with the FCRA, FACT Act and all applicable federal and state laws, and requirements of this Agreement, and Client agrees to provide reasonable cooperation with screeningONE in connection with such audits.

5. Client certifies that it has a permissible purpose for obtaining a Consumer Report as follows:

☐ **EMPLOYMENT SCREENING: Client is an employer and has a need for consumer credit information in connection with the evaluation of individuals for employment.**

☐ **TENANT SCREENING: Client is a property management company and/or property owner and has a need for consumer credit information in connection with the evaluation of individuals as tenants.**

☐ **OTHER: Please indicate (1) your company's business and (2) your intended use of Consumer Reports and related products and services from screeningONE:**

6. Client certifies that it will request Consumer Reports only for the permissible purpose certified above, and will use the reports obtained for no other purpose.

7. Consumer Reports will be requested only by Client's designated representatives. Employees and/or agents of Clients are forbidden to attempt to obtain or obtain reports on themselves, associates, or any other person except in the exercise of their official duties and in compliance with the law.

8. THE LAW PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER FEDERAL LAW OR IMPRISONED, OR BOTH.

9. Client's account is delinquent if not paid in full within 30 days from the date of the invoice. Client is responsible for a finance charge of 10 percent per annum (or the highest rate allowable by law) on all delinquent amounts until paid.

10. Client shall pay to screeningONE reasonable attorneys' fees and costs incurred by screeningONE in collecting a delinquent account, or to otherwise enforce the terms of this agreement, including permissible purpose compliance, whether or not litigation is instituted. In the event of any litigation or other action involving this Agreement, the prevailing party shall be paid reasonable attorneys' fees and costs.

ScreeningOne®

11. This Agreement contains the entire understanding and agreement between screeningONE and the Client and no other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind screeningONE or the Client. screeningONE and the Client acknowledge that they have not executed this agreement in reliance on any such promise, representation or warranty. This Agreement shall not be modified by any oral representation made before or after the execution of this agreement. All modifications must be in writing and signed by both screeningONE and the Client.

12. This agreement shall continue, month to month, unless either party gives 5 days written notice to the other party to terminate this agreement. This notice must be received by ScreeningOne via certified mail, fax or e-mail. In the event of an agreed upon trial period, which agreement shall be in writing, the trial period shall begin from the date that the Client first runs Company's Products and Services.

13. Client shall indemnify and hold harmless screeningONE, and each of its affiliated persons and entities, from and against any and all liability, losses, claims, damages, and expenses, including, but not limited to, attorneys' fees and court costs, arising from or in any way connected with any breach or claimed breach of the terms of this Agreement by Client or any third person, including any representation, warranty, covenant, or agreement herein including, without limitation, any improper publication or disclosure or other misuse of a Consumer Report or information by Client or any third person or entity, including in violation of federal or state law.

14. This Agreement and the covenants and conditions contained herein shall apply to, be binding upon and transfer to the benefit of the administrators, executors, legal representatives, assignees, successors, agents and assigns of screeningONE and Client. This Agreement shall be governed by and construed in accordance with California law.

15. The pricing set forth in this Agreement (including the attached pricing list) is based on the pricing agreement for Consumer Reports and/or related products and services presently in place between screeningONE and the credit repositories (the "Repositories"), and/or their authorized brokers/resellers. Accordingly, notwithstanding any other term in this agreement, screeningONE's provision of Consumer Reports and/or related products and services to Client may be terminated immediately if the Repositories terminate screeningONE's ability to provide Consumer Reporting services. In the event that the Repositories increase the price of Consumer Reports and/or related products and services to screeningONE, screeningONE, at its option, may pass on the price increase to the Client, or terminate the provision of Consumer Reports and/or related products and services to Client.

16. In the event that Client fails to pay any invoice when due, Client hereby grants to screeningONE and/or its affiliated agents or companies the right to receive direct payment for all amounts due directly from Client's checking or credit accounts. Client hereby grants screeningONE a power of attorney, coupled with an interest, such that screeningONE can instruct checking and credit accounts to pay invoices due.

17. Client must conform to the SUBSCRIBER CERTIFICATION OF COMPLANCE pursuant to California Civil Code section 1785.14 (a).

***Please check the appropriate box*:**

Client ☐ *is*

☐ *is not*

a retail seller, as defined in Section 1802.3 of the California Civil Code ("Retail Seller") and issues credit to consumers who appear in person on the basis of applications for credit submitted in person ("Point of Sale").

18. Client agrees to each of the forgoing terms. By signing below, the following person declares and attests under the laws of the United States that the foregoing, and the information and documents provided with the application, are true and correct.

Name (Printed): _____ Position: _____

Signature: _____ Date: _____

1860 N. Avenida Republica de Cuba, Tampa, FL 33605
PH: 888-327-6511 FAX: (888) 216-1003

ScreeningOne®

Search Product	Price
Social Security Trace	$2.00
National Criminal with Sex Offender & OFAC	$8.00
County Criminal (Unlimited Counties) - 7 years	$30.00
Federal Criminal	$6.00
Motor Vehicle Records	$3.00
5 Panel Drug Test	$34.00
Employment Verification	$8.00
Education Verification	$8.00
Bankruptcies Judgments and Leins (Credit)	$4.50

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 15, 2023**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Resolution #23-83 Authorizing Agreement Between the City of De Pere and National Testing Network (Firefighter Vacancies).**

ATTACHMENTS:

- Reso23-83 (PDF)
- Memo to Finance - National Testing Network (PDF)
- NTN Agreement Form - FVTC WI Fire Departments (PDF)

RESOLUTION #23-83

AUTHORIZING AGREEMENT BETWEEN THE CITY OF DE PERE
AND NATIONAL TESTING NETWORK
(Firefighter Vacancies)

WHEREAS, as part of its recruiting process for De Pere Fire Rescue firefighters, the City is in need of continuous recruitment support services to be utilized as a vacancy occurs to aid in the recruitment and screening of potential candidates and to provide immediate access to the most recent list of active job seekers with valid test scores; and

WHEREAS, National Testing Network offers professional testing and regional recruitment services for public service agencies and is willing to provide said services to the City pursuant to the terms and conditions in the Agreement attached hereto; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Human Resources Director is authorized and directed to execute the Agreement Between the City of De Pere and National Testing Network, as is attached hereto, including any subsequent renewals thereof, provided the terms and conditions are substantially similar and sufficient funds are budgeted therefor.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of August, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/08/2023

CITY OF DE PERE
MEMO

To: Members of the Finance/Personnel Committee

From: Shannon Metzler, Human Resources Director

Date: August 8, 2023

RE: Recommendation and Possible Action to contract with the National Testing Network (NTN) Regional Hiring Process for Recruitment of Candidates for De Pere Fire Rescue Firefighter Vacancies

Note: At the August 8, 2023, Finance/Personnel Committee the below recommendation was approved unanimously.

The Human Resources Department is seeking approval to contract with the National Testing Network (NTN) to aid in the recruitment and screening of potential candidates for De Pere's Fire Rescue Department. Previously, we contracted with Fox Valley Technical College in their Regional hiring process.

Beginning in 2023, FVTC partnered with NTN to provide recruitment support, application data collection, test administration, and reporting services on an ongoing basis. Through the previous FVTC Hiring Process, the department was provided with a list of qualified candidates one time per year. The FVTC/NTN partnership will give the department continuous access to the most recent list of active job seekers with valid test scores, which can be utilized any time a vacancy occurs.

Additionally, NTN provides the following services as part of the agreement:

- Job posting services on NTN's website and recruitment support through social media and job board postings.
- Targeted recruitment to candidates with valid test scores in NTN's system.
- Continuous written exam administration through NTN's Virtual Proctor system or at a brick-and-mortar facility (including FVTC).
- Quarterly Candidate Physical Ability Test (CPAT) administration.
- 24/7 access to NTN's online reporting tool to download the department's eligibility list as needed.

The annual membership fee to utilize National Testing Network's applicant testing and recruitment services is $500 per year. This is half the cost that we have paid through FVTC. The cost will be paid from the Human Resource's budget.

If you have any questions in advance of the meeting, please contact me at 339-4045.

National Testing Network Agreement for Department Name

National Testing Network, Inc. (NTN) provides professional testing and recruitment services for public service agencies, including but not limited to: fire, law enforcement, communications, corrections, and transit. National Testing Network is owned and operated by professional testing experts with Ph.D.'s in Industrial/Organizational Psychology and over six decades of combined public sector testing experience. NTN is fully integrated with its parent company, Ergometrics and Applied Personnel Research, Inc., and uses Ergometrics' high quality simulations. NTN offers test administration virtually and at full time testing centers and satellite testing centers across the country.

This agreement is made and entered into, effective as of the date executed, by and Department Name ("Member Agency"), and National Testing Network, Inc., whose principal address is 2122 164th St. SW, Lynnwood WA 98087. In consideration of the mutual agreements incorporated herein, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

CONTRACT PRICE

The annual membership cost for a department to utilize NTN's applicant testing and recruitment services is $500 per year for each job classification. Upon the renewal date each year, an invoice will be issued to the department and will serve as a renewal notification. Payment of this invoice will continue membership services for one year following the same scope of agreement.

Annual Membership	Each Job Category Membership Fee
Firefighter **Annual Membership**	$500

SCOPE OF AGREEMENT

NTN WILL PROVIDE

NTN will provide the testing services at designated testing facilities for the sole purpose of testing candidates for the specific job classifications stated in the scope of the agreement. NTN, at its sole discretion, may make changes to the testing materials, including, but not limited to alternate forms, scoring keys, additional sections, different test items, different tests and/or test administration strategy, including location.

NTN will provide an applicant website for test scheduling, testing facility, test administration, database of applicant scores and consultation regarding scores and services. NTN will provide authorized member agency personnel access to candidate information for candidates that submit scores to the Member Agency. This information will include basic application information as defined by NTN. NTN recruitment services will include, but are not limited to, internet advertising on job posting services.

The candidate information collected will be determined by NTN and reported to the Member Agency. Member department job description information and logo will be posted on the NTN website. Any additional application materials and assessments will be the responsibility of the Member Agency to collect.

The Member was offered a transportability analysis as part of the implementation process. If the Member chose not to conduct such an analysis, they hereby affirm they understand it is their responsibility to ensure the job is similar enough to the departments that participated in the criterion validation of the exam and/or have sufficient evidence of content validity.

MEMBER AGENCY WILL PROVIDE

The Member Agency will provide information regarding the organization and applications for use on the NTN website, including organization logos. The Member Agency will also provide links on Member Agency's websites to direct candidates to the NTN website for test sign-up. The Member Agency will also engage in reasonable recruitment and advertising measures to bring candidates both to the NTN website and Member Agency's website for pre-employment purposes.

MARKETING MATERIALS

The Member Agency grants NTN permission to use its name, logo, and other identifying information for the purposes of marketing NTN services. This permission may be revoked by Member Agency at any time.

National Testing Network sincerely appreciates the opportunity to fulfill your business needs and help support an efficient and cost-effective applicant recruitment and screening process.

Signature	Agency Name
Primary Contact Name *(Please print)*	Physical Address
Title	City
Date	State
Email	Zip Code
Phone	

Billing Contact

Please list who should receive the invoices from NTN.

Billing Contact Name *(Please print)*	Email
Title	Phone

Other Authorized Contacts

Please list anyone who is authorized to receive materials, including candidate scores, or discuss scores with NTN.

Authorized Contact Name *(Please print)*	Authorized Contact Name *(Please print)*
Title	Title
Email	Email
Phone	Phone

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 15, 2023**
DEPARTMENT:	**City Attorney**
FROM:	**Eric Erdman**
SUBJECT:	**Resolution #23-84 Authorizing Planned Service Agreements Between the City of De Pere and Johnson Controls Fire Protection LP (Municipal Service Center, Community Center and City Hall Fire Alarm Inspection and Monitoring).**

At its meeting on August 8, 2023, the Finance/Personnel Committee voted unanimously to approve the agreements with Johnson Controls and to forward this item to the Common Council for final approval.

ATTACHMENTS:

- Reso23-84 (PDF)
- De Pere Municipal building fire alarm inspection proposal - CPQ 409139 (PDF)
- De Pere Community Center fire alarm inspections proposal - CPQ 439380 (PDF)
- City of De Pere Planned Service Agreements - Changes to CPQs 409139 and 439380 (PDF)
- De Pere Community Center FA monitoring - CPQ 400734 (PDF)
- De Pere City Hall FA monitoring - CPQ 398315 (PDF)
- City of De Pere Planned Service Agreements - Changes to CPQs 400734 and 398315 (PDF)
- Memo.Johnson Control Agreements (PDF)

RESOLUTION #23-84

AUTHORIZING PLANNED SERVICE AGREEMENTS BETWEEN
THE CITY OF DEPERE AND JOHNSON CONTROLS FIRE PROTECTION LP
(Municipal Service Center, Community Center and City Hall)

WHEREAS, the City utilizes Johnson Controls Fire Protection LP, for various fire alarm inspection and monitoring services; and

WHEREAS, to incorporate desired changes for continued service, the parties have negotiated new Planned Service Agreements as attached hereto for the Municipal Service Center, Community Center and City Hall, pursuant to the terms and conditions set forth therein; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is authorized and directed to execute the attached Planned Service Agreements, subject to such technical changes as deemed necessary by the City Attorney, together with such renewals thereof, provided the terms and conditions are substantially similar and the appropriate funds are budgeted therefor.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of August, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/08/2023

De Pere Municipal Building Fire Alarm Inspection Proposal - CPQ-409139

Planned Service Agreement



Johnson Controls Fire Protn LP
1941 Holmgren Way
Green Bay WI54304
US

Proposal Presented On:
05-10-2023

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SERVICE SOLUTION

Customer #: 556326
City of De Pere
Date: 10-May-23
Proposal #: CPQ-409139
Term: 1-May-23 to 30-Apr-26

Billing Customer:
De Pere Municipal Bldg
925 S 6th St

DE PERE, WI 54115-1199

Service Location:
De Pere Municipal Bldg
925 S 6th St,
DE PERE, WI 54115-1199

Johnson Controls Fire Protection LP
Sales Representative:
Michael Price
1941 Holmgren Way
Green Bay WI 54304
michael.price@jci.com

INVESTMENT SUMMARY

(***Service Solution Valid for 30 Days***)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
		City of De Pere	$1,451.72
SYSTEM-FA-SIMPLEX 4008			
SIMPLEX 4008 SYSTEM	**Est. First Inspection: June**		
Main Fire Alarm Panel	1	Annual	
Remote Power Supply/NAC Extender	2	Annual	
Fire Alarm Battery Test (each)	12	Annual	
Heat Detector Restorable	8	Annual	
Carbon Monoxide Detector	6	Annual	
Pull Station	20	Annual	

FIRE ALARM ENHANCED - TEST & INSPECT -
PLUS SYSTEM LABOR AND PANEL PARTS

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.

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Johnson Controls

SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Fire Alarm
De Pere Municipal Bldg	925 S 6th St,	DE PERE	WI	54115-1199	$1,451.72

FIRE ALARM ENHANCED - TEST & INSPECT - PLUS SYSTEM LABOR AND PANEL PARTS

SYSTEM-FA-SIMPLEX 4008

FIRE ALARM LABOR COVERAGE PLUS PANEL PART REPLACEMENT OPTION FOR LISTED FIRE ALARMSYSTEMS:
The Enhanced Plan covers inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. tests will be scheduled in advance. Includes maintenance and component replacement on the central processing unit, to include reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards and monitors associated with system. Includes general service labor Monday through Friday 8am-5pm. Replacement of the fire alarm panel, faulty wiring, ground faults, softwareupdates and peripheral devices are notcovered. Unless otherwise specified herein, batteries installed withinwireless initiating and notification peripheral devices arenot covered under this agreement. Replacement of such batteries will be at an additional cost.

DOCUMENTATION:Accessible components and devices logged for:
-Location of each device tested, including system address or zone location
-Test results and applicable voltage readings
-Any discrepancies found will be noted
Inspectiondocumentation provided to Customer.NOTE: Certain additional services may be required by the Authority Having Jurisdiction. Internal organizational requirements may be more restrictive than state/provincial requirements.Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Smoke Detector Cleaning Up To

SYSTEM-FA-SIMPLEX 4008

DETECTOR CLEANING SMOKE DETECTORS:
Accessible smoke detection devices will be cleaned using manufacturer's recommended procedures. Devices may be dismantled to expose the smoke chamber (where applicable.) NOTE: Certain types of analog smoke sensors will be cleaned as needed per panel readings. Inspector will determine the actual devices to be cleaned based on visual inspection or panel readings.

Smoke Detector Sensitivity Testing

SYSTEM-FA-SIMPLEX 4008

SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:
Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Ex cludes duct smoke detectors.

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SERVICE SOLUTION

Customer Portal (Basic)

SYSTEM-FA-SIMPLEX 4008
Basic Customer Portal functionality will be provided.

Remote Service Support

SYSTEM-FA-SIMPLEX 4008
Remote Service Support package includes telephone support Monday through Friday, 8:00 am ET to 8:00 pm ET. Our technical support specialists have extensive experience to help troubleshoot problems with Fire Alarm Systems, Connected Sprinkler Systems and S ecurity Systems including CCTV and access control. Common scenarios include timer test issues, clear/reset trouble conditions or add/delete user codes. Our technicians' focus on resolution will help ensure your service levels are successfully met while at the same time reducing the required on-site technical assistance. To reach one of our support specialists, please dial 800-746-7539.

The RSS team cannot help with the disqualifying conditions such as reconnecting or adding devices, damaged wiring, damaged equipment, or remounting devices.

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SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **City of De Pere** and is effective **1-May-23** (the "Effective Date") to **30-Apr-26** (the "Initial Term")**.** Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

Initials

PAYMENT TERMS: *Net 30*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: $1,451.72 - Proposal #: CPQ-409139

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	05/01/2023 - 04/30/2024	$1,451.72
2	05/01/2024 - 04/30/2025	$1,451.72
3	05/01/2025 - 04/30/2026	$1,451.72

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

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Johnson Controls

SERVICE SOLUTION

Multi Year Contract Rider
AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials: ☐

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment is due upon receipt, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:	☐	NO: This signed contract satisfies requirement
	☐	YES: Please reference this PO Number: _____
AR Invoices are accepted via e-mail:	☐	YES: E-mail address to be used: _____
	☐	NO: Please submit invoices via mail
	☐	NO: Please submit invoices via _____

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SERVICE SOLUTION

City of De Pere		Johnson Controls Fire Protection LP	
Signature:	_____	Authorized Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Phone #:	_____	Phone #:	
Fax #:	_____	Fax #:	_____
Email:	_____	License #: (if applicable)	_____
Date:	_____	Date:	_____

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TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-Ugd dW`f fWd_ 'WSUZ S 'o J W`W i S^ LWd_p(+

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and bSkST^W gba` dWea^gf[a`+ HSk_W`f [e S Ua`V[f[a` bdWUWVW`f fa ; a_bS`kqe obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the thenprevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and ; gefa_Wdqe X S[^gdW fa _S] W bSk_W`f [` Xg^ iZW` VgW [e S _SfWd[S^ TdWSUZ aX this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any g`bS[V eaXf i SdW ^[UW`eWe) S`V,ad egebW`V ; a_bS`kqe aT^[YSf[a`e g`VWd ad terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is _SVW [` Xg^+ ; a_bS`kqe W^WUf[a` fa Ua`f[`gW bdah[V[`Y XgfgdW eWdh[UWe VaWe `af) [` S`k i Sk V[_[`[eZ ; a_bS`kqe d[YZf fa fWd_[`SfW ad egebW`V eWdh[UWe ad exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is W j WUgfWV+ AX ; gefa_Wd V[ebgfWe S`k ^SfW bSk_W`f `af[UW ad ; a_bS`kqe W XadfeW to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. ; gefa_Wd SYdWWe fa bSk S^ aX ; a_bS`kqe reasonable collection costs, including legal fees and expenses.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Tern. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any f[_W bd[ad fa eZ[b_W`f S`V dWYSdV^Wee aX ; gefa_Wdqe SUUWbfS`UW aX fZW ; a_bS`kqe bdabaeS^ ad cgafSf[a`) fa dWX^WUf S`k [`UdWSeW [` ; a_bS`kqe Uaef of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are** e^bU\QdUT d_ dXU fQ\eU _V 9ecd_] Ubmc `b_`Ubdi Q^T dXU `b_`Ubdi _V _dXUbc **located on the premises. Customer agrees to look exclusively to** 9ecd_] Ubmc Y^cebUb d_ bUS_fUb V_b Y^ZebYUc _b TQ] QWU Y^ dXU UfU^d _V Q^i **loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service** Y^ Q^i bUc`USd( 9_] `Q^imc \\QR Y\\Ydi V_b l Ubf Y SUc `UbV_b ] UT _^**-site at** 9ecd_ ] Ubmc `bU] YcUc cXQ\\ RU \Y] YdUT d_ Q^ QWWbUWQdU Q] _e^d UaeQ\ d_ **the Agreement price (as increased by the price for any additional work) or, where the t**Y] U Q^T] QdUbYQ\ `Qi ] U^d dUb ] Yc cU\USdUT( 9ecd_ ] Ubmc **time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments** Q\\_SQR\U d_ dXU cYdU g XUbU dXU Y^SYTU^d _SSebbUT* 9_] `Q^imc **liability with respect to Monitoring Services is set forth in Section 18 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyberattacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect,** 9_] `Q^imc U ] `_iUUc(QWU^dc(_W SUbc Q^T T bUSd_bc*

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-LWddad[e_ LWUZ`a^aY[We 'o l 9LLp( g`VWd fZW Kgbbadf 9`f[-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-111 'fZW oK9>=LQ 9Ufp(+ 9e dWcg[dWV g`VWd 3 ;+>+J+ /2+2 'W() fa fZW _Sj[_g_ extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, dWeg^f[`Y Xda_ S` SUf[h[fk dWeg^f[`Y Xda_ S` o9Uf aX LWddad[e_p Se VW[`WV [` 3 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to bU`bUcU^d Yd Y^ Q^i ceSX QSdY_^* 9ecd_ ] Ubmc bUc`_^c Y R\\Ydi g YdX bUc`USd **to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 18 of this Agreement.**

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for fourhour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the KWdh[UW Ka^gf[a` 'oKWdh[UWep( XadW a`W ad _adW ekefW_'e(ad Wcg[b_W`f Se VWeUd[TWV [` fZW KWdh[UW Ka^gf[a` ad fZW ^[efWV SffSUZ_W`fe 'o ; ahWdWV KkefW_'e(p(+ MFD=KK GL@=JO^K= KH= ; ^>^=< ^N THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT

DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) [` SUUadVS`UW i[fZ Sbb^[UST^W ^S i S`V _S`gXSUfgdWdeq S`V ; a_bS`kqe recommendations. Customer shall promptly notify Company of any _S^Xg`Uf[a` [` fZW ; ahWdWV KkefW_'e( i Z[UZ Ua_We fa ; gefa_Wdqe SffW`f[a`+ This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be egT_[ffWV Xad SbbdahS^\ Tk ; gefa_Wdqe a`-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other SebWUfe aX [fe Ua_bgfWd `Wf i ad] 'oFWf i ad] p( S`V eZS^\ egbb^k ; a_bS`k eWUgdW Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, soff i SdW) ad X[^We 'Ua^^WUf[hW^k o<SfSp(bd[ad fa dWUW[h[`Y fZW eWdh[UW ad bdaVgUfe+

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in ; a_bS`kqe ea^W \gVY_W`f) S`k bWd[bZWdS^ VWh[UW ad afZWd ekefW_ Wcg[b_W`f) which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment**.**

12. Reports. Where inspection and/or test services are selected, such [`ebWUf[a` S`V,ad fWef eZS^\ TW Ua_b^WfWV a` ; a_bS`kqe fZW` UgddW`f dWbadf form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in SUUadVS`UW i[fZ ; a_bS`kqe fZW`UgddW`f ZagdXk rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the WjWUgf[a` aX fZ[e 9YdWW_W`f) fa fZW TWef aX ; gefa_Wdqe]`a i ^WVYW fZWdW [e `a7

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- obWd_[f Ua`X[`WV ebSUW)p Se VWX[`WV Tk GK@A for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

9^\ aX fZW STahW SdW ZWdW[`SXfWd dWXWddWV fa Se o@SISdVage ; a`V[f[a`e+p Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of ; a_bS`kqe i ad]) fZW V[eUahWdk aX egUZ _SfWd[S^e eZS^\ Ua`ef[fgfW S` WhW`f TWka`V ; a_bS`kqe Ua`fda^\) S`V ; a_bS`k eZS^\ ZShW `a aT^[YSf[a` fa XgdfZWd perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, Ua`fS[`_W`f) fdS`ebadf) dW_ahS^\) ad V[ebaeS^ 'Ua^^WUf[hW^k) fZW o<[eUZSdYW KWdh[UWep(aX S`k ZSISdVage i SefW _SfWd[S^e) ZSISdVage _SfWd[S^e) firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. Covid-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, noticW ad afZWd i [eW) fZSf S`k aX ; a_bS`kqe bWdea``W^ TW hSUU[`SfWV SYS[`ef Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive OdVWd .1-1/ 'o=`egd[`Y 9VWcgSfW ; GNA< KSXWfk HdafaUa^e Xad >WVWdS^\ ; a`fdSUfadep( S`V >WVWdS^\ 9Ucg[e[f[a` Regulation (FAR) 52.223-66 'o=`egd[`Y 9VWcgSfW ; GNA< KSXWfk HdafaUa^e Xad >WVWdS^\ ; a`fdSUfadep(+ 9`k egUZ dWcg[dW_W`f eZS^\ a`^k Sbb^k fa ; a_bS`kqe bWdsonnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

17. Other Services.

A.Remote Service. If Customer selects Remote Service, Company shall bdah[VW egbbadf Xad fZW ; gefa_Wdqe ekefW_ Tk i Sk af education, remote assistance and triage that does not require programming changes to the ; gefa_Wdqe bS`W^+ A` SVV[f[a`) JW_afW KWdh[UW VaWe `af [`U^gVW eWdh[UW fa address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while JW_afW KWdh[UW bdah[VWe Xad Ua__g`[USf[a` dWYSdV[`Y ; gefa_Wdqe X[dW S^Sd_ system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement.

CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 18.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

B.Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network Ua``WUf[a` fa YSfZWd Wcg[b_W`f bWdXad_S`UW VSfS STagf S ; gefa_Wdqe

; ahWdWV =cg[b_W`f Xad ; gefa_Wdqe ebd[`]^Wd ekefW_ ad X[dW S^Sd_ ekefW_) Se Sbb^[UST^W) fa See[ef B ; A [` SVh[e[`Y ; gefa_Wd a` egUZ Wcg[b_W`fqe ZWS^fZ) performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication ZSdV i SdW 'o ? SfW i Sk <Wh[UWp(ad ; gefa_Wd i[^ egbb^k S `Wf i ad] Ua``WUf[a` eg[fST^W fa W`ST^W Ua__g`[USf[a` i[fZ ; gefa_Wdqe ; ahWdWV =cg[b_W`f [` order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment [`Xad _Sf[a` Xda_ S _aT[^W ad e_Sdf VWh[UW ge[`Y fZW eWdh[UWqe _aT[^W ad i WT app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make cZS`YWe fa ; gefa_Wdqe =cg[b_W`f+ A\ fZW connection is disconnected by Customer, and a technician needs to be V[ebSfUZWV fa fZW ; gefa_Wd e[fW) fZW` fZW ; gefa_Wd i[^ bSk B ; A Sf B ; kqe fZW`- current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 20 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, ; gefa_Wd _Sk gf[^[IW ; a_bS`kqe <SeZTaSdV'e( S`V EaT[^[fk 9bb^[USf[a`'e() Se applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at https://www.johnsoncontrols.com/buildings/legal/digital/generaltos.

18. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that ; a_bS`kqe ea^W S`V a`^k aT^[YSf[a` g`VWd fZ[e 9YdWW_W`f eZS^ TW fa bdah[VW alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on fZW ; a`fSUf, ; S^ D[ef 'o ; a`fSUfep(S`V,ad DaUS^ = _WdYW`Uk <[ebSfUZ Fg_TWde for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly `af[^k a`W aX fZW ; a`fSUfe+ ; a_bS`k eZS^ `af TW dWeba`e[T^W Xad S ; a`fSUfqe ad dWeba`V[`Y SgfZad[fkqe dWXgeS^ fa SU] `a i^WVYW,dWeba`V fa ; a_bS`kqe notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are SgfZad[IWV fa SUf a` ; gefa_Wdqe TWZS^X S`V) [X ea VWe[Y`SfWV a` fZW Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may dWefd[Uf ; a_bS`kqe ST[^[fk fa bdah[VW fZW S^Sd_ _a`[fad[`Y S`V `af[X[USf[a` services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default eWff[`Ye8 [_b^W_W`fSf[a` aX obSdf[S^ U^WSd f[_W TkbSeep bdaUWVgdWe Sf agd S^Sd_ monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN AD9JE RGF=AF ; MKLGE=JqK HJ=EAK=K 9>L=JL@= INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided g`VWd fZ[e 9YdWW_W`f) bdah[VWe a`^k fZW efSfge aX fZW UW^g^Sd dSV[a g`[fqe current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and g`f[^ fZW Ua__g`[USf[a` ^[`] TWfiWW` ; gefa_Wdqe bdW_[eWe S`V ; a_bS`kqe Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**.

B Limitation of Liability; **Limitations of Remedy**. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs**. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement** Q^T QbU e^bU\QdUT d_ dXU fQ\eU _V 9ecd_] Ubmc `b_`Ubdi Q^T dXU `b_`Ubdi **of others located on the premises. Customer agrees to look exclusively** d_ 9ecd_] Ubmc Y^cebUb d_ bUS_fUb V_b Y^ZebYUc _b TQ] QWU Y^ dXU U**vent of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Co**] `Q^imc \YQR\Ydi gYdX bUc`USd d_ **Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred ($2,500) dollars, as agreed upon damages and not as a penalty**(Qc 9ecd_] Ubmc c_\U bU] UTi* IeSX ce] cXQ\\ RU S_] `\UdU **and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.**

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customqe YW`WdS^ ^[ST[^[fk S`V Sgfa ^[ST[^[fk ba^[X[U]We+

D. No modification. Modification to Sections 18 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 18 B and/or C, and no such amendment shall be effective g`^Wee SbbdahWV Tk fZW _S`SYWd aX ; a_bS`kqe ; W`fdS^ Ea`[fad[`Y ; W`fWd+

E. 9ecd_] Ubmc : edYUc+ A` SVV[f[a` fa ; gefa_Wdqe Vgfk fa [`VW_`[Xk) VWXW`V) and hold Company harmless pursuant to this Section 18:

i. Customer agrees to furnish the names and telephone numbers of all persons SgfZad[IWV fa W`fWd ad dW_S[` a` ; gefa_Wdqe bdW_[eWe S`V,ad fZSf eZauld be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees

that it is responsible for any losses or damages due to malfunction, _[eUa_ _g`[USf[a` ad XS[^gdW aX ; gefa_Wdqe ekefW_ fa SUUgdSfW^k ZS`V^W) process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, ad afZWd [`fWddgbf[a` Sf ; gefa_Wdqe bdW_[eWe aX e[Y`S^ ad VSfS fdS`e_[ee[a` through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges aX fW^WbZa`W ^[`We Ua``WUf[`Y ; gefa_Wdqe bdW_[eWe fa ; a_bS`k+ Customer SU]`a i ^WVYWe fZSf S^Sd_ e[Y`S^e Xda_ ; gefa_Wdqe bdW_[eWe fa ; a_bS`k SdW fdS`e_[ffWV ahWd ; gefa_Wdqe fW^WbZa`W ad afZWd fdS`e_[ee[a` eWdh[UW S`V fZSf in the event the telephone or other transmission service is out of order, disconnected, placed on ohSUSf[a`)p ad afZWd i [eW [`fWddgbfWV) e[Y`S^e Xda_ ; gefa_Wdqe S^Sd_ ekefW_ i [^ `af TW dWUW[hWV Tk ; a_bS`k) Vgd[`Y S`k egUZ interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. Authorization. ; gefa_Wd SgfZad[IWe ; a_bS`k) a` ; gefa_Wdqe TWZS^X) fa request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as o ; a_ _g`[USf[a` ; a_bS`kp(+ KZag^V S`k fZ[dV-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. Derived Local Channel. LZW ; a_ _g`[USf[a` ; a_bS`kqe eWdh[UWe provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Co_bS`kqe eWdh[UW _Sd]e ad eWdh[UW `S_We+ LZWeW eWdh[UWe include providing lines, signal paths, scanning and transmission. Customer SYdWWe fZSf fZW ; a_ _g`[USf[a` ; a_bS`kqe ^[ST[^[fk [e ^[_[fWV fa fZW eS_W WjfW`f ; a_bS`kqe ^[ST[^[fk [e ^[_[fWV bgdegS`f fa fZ[s Section 18.

iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM I?=D7B EL;H 9KIJEC;HmI J;B;F>ED; I;HL?9; <EH 7DO H;7IED **INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC.** &kDED-JH7:?J?ED7BJ;B;F>ED; I;HL?9;I'' ?D9BK:; 8KJ 7H; DEJ B?C?J;: JE5&,' BEII E<DEHC7B;B;9JH?9 FEM;HJE 9KIJEC;HmI **PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW**

J>; ?D?J?7B 9ECF7J?8?B?JO E< 9KIJEC;HmI 7B7HC IOIJ;C M?J> **NONTRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL** 9EDD;9J?ED JE 9ECF7DOmI CED?JEH?D= 9;DJ;H 7D: J>7J **CHANGES IN CUSTOME**HmI J;B;F>ED; I;HL?9;mI :7J7 <EHC7J **AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE** 9KIJEC;HmI J;B;F>ED; I;HL?9; KD78B; JE JH7DIC?J 7B7HC I?=D7BI JE 9ECF7DOmI CED?JEH?D= 9;DJ;HI* ?< 9ECF7DO **DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACKUP** C;J>E: E< 9ECCKD?97J?ED JE 9EDD;9J 9KIJEC;HmI 7B7HC **SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT** 9KIJEC;HmI DED-**TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO** 9ECF7DO 7I J>; FH?C7HO C;J>E: JE 9EDD;9J 9KIJEC;HmI **ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL** <?H;9E:;I(7D: J>7J?J?I 9KIJEC;HmI E8B?=7J?ED JE 9ECFBO **WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-e[fW hWd[X[USf[a` 'oJg``Wd KWdh[UWp(TWXadW dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party.

COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or VW^Ske Xad S`k `g_TWd aX dWSea`e) i ZWfZWd ad `af agd XSg^f ad g`VWd ; a_bS`kqe control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

19. Limited Warranty. **COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided** g`dX dXU dX`bT `Qbdi ]Q^eVQSdebUbmc gQbbQ^di d_ dXU UhdU^d QfQ`\QR\U(Q^T **Company will transfer the benefits, together with all limitations, of that**]Q^eVQSdebUbmc gQbbQ^di d_ 9ecd_]Ub* **EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

20. Software and Digital Services. Use, implementation, and deployment aX fZW eaXf i SdW S`V ZaefWV eaXf i SdW bdaVgUfe 'oKaXf i SdWp( aXXWdWV g`VWd fZWeW terms shall be subject to, and goved`WV Tk) ; a_bS`kqe efS`VSdV fWd_e Xad egUZ Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterms (Ua^WUf[hW^k) fZW oKaXf i SdW LWd_ep(+ 9bb^[UST^W KaXf i SdW LWd_e SdW [`UadbadSfWV ZWdW[` Tk fZ[e dWXWdW`UW+ Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms

herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use d[YZf() 'WSUZ S oKa\f i SdW KgTeUd[bf[a`p(7 =SUZ Ka\f i SdW KgTeUd[bf[a` bdah[VWV hereunder will commence on the date the initial credentials for the Software SdW _SVW ShS[ʰST^W 'fZW oKgTeUd[bf[a` KfSdf <SfWp( S`V i[^ Ua`f[`gW [` WX\WUf until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew X\ad Ua`eWUgf[hW a`W '.( kWSd fWd_e 'WSUZ S oJW`W i Sʰ KgTeUd[bf[a` LWd_p() unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be bd[UWV Sf B ; Ä\e fZW`Sbbʰ[USTʰW ^[ef bd[UW X\ad fZSf Ka\f i SdW aXXWd[`Y+ 9`k geW a\ Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

21. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any dWcg[dWV bWd_[f) ^[UW`eW ad dWY[efdSf[a` X\ad ; gefa_Wd Sf ; gefa_Wd\e Wj bW`eW and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

22. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

23. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds a` ; gefa_Wd\e YW`WdSʰ ^[ST[^[fk S`V Sgfa ^[ST[^[fk baʰ[U]We+

24. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all ZSISdVe UahWdWV Tk ; gefa_Wd\e [`egdS`UW) [f TW[`Y WjbdWeeʰk SYdWVV S`V understood that no insurance company or insurer will have any right of subrogation against Company.

25. Force Majeure, **Exclusions**. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A o>adUW ES\WgdW =hW`fp [e S Ua`V[f[a` ad WhW`f fZSf [e TWka`V fZW dWSea`STʰW control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control a\ ; a_bS`k+ A\ ; a_bS`k\e bWd\ad_S`UW a\ fZW iad] [e VWʰSkWV) [_bSUfWV) ad prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or [`V[dWUfʰk [`UdWSeWe ; a_bS`k\e Uaef fa bWd\ad_ fZW eWdh[UWe) ; gefa_Wd [e obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

26. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of `WYʰ[YW`UW ad _[egeW a\ Ua_ba`W`fe ad Wcg[b_W`f ad UZS`YWe fa ; gefa_Wd\e premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion 'oE^ ; p((8 USdfd[VYWe YdWSfWd fZS` .3 YdS_e8 YSe hSʰhW installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at B ; Ä\e eaʰW V[eUdWf[a` Sf S` SVV[f[a`Sʰ UZSdYW+ A\ =_WdYW`Uk KWdh[UWe SdW expressly included in the Service Solution, the Agreement price does not include travel expenses.

27. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

28. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion gba` `af[UW fa ; gefa_Wd [X ; a_bS`k\e bWd\ad_S`UW a\ [fe aTʰ[YSf[a`e g`VWd this Agreement becomes impracticable due to obsolescence of equipment at ; gefa_Wd\e bdW_[eWe ad g`ShS[ʰST[^[fk a\ bSdfe+

29. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

30. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, inUʰgV[`Y i[fZagf ^[_[fSf[a` dWSea`STʰW Sffad`Wke\ X\WWe) [` Ua``WUf[a` i[fZ enforcing or attempting to enforce this Agreement.

31. One-Year Limitation on Actions; Choice of Law. For Customers located in the United

States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada,This agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens.* No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim X[def SdaeW+ =jUWbf Se bdah[VWV X\ad ZWdW[`) ; a_bS`k\e Uʰ'S[_e _gef S'ea TW brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

32. Assignment. Customer may not assign fZ[e 9YdWW_W`f i[fZagf ; a_bS`k\e prior written consent. Company may assign this Agreement without obtaining ; gefa_Wd\e Ua`eW`f+

33. Entire Agreement. The parties intend this Agreement, together with any SffSUZ_W`fe ad J[VWde 'UaʰWUf[hWʰk fZW o9YdWW_W`f(to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

34. Headings. The headings in this Agreement are for convenience only.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature.

Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including ^f[fYSf[a`+ ; gefa_Wd SYdWWe fZSf ; a_bS`kqe dWUW[bf Tk XSj aX fZW 9YdWW_W`f signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

37. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

38. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

39. Privacy. A. ***Company as Processor***: Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. ***Company as Controller:*** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, fW^WbZa`W `g_TWde(Se Ua`fda^Wd S`V [` SUUadVS`UW i[fZ ; a_bS`kqe Hd[hSUk Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges ; a_bS`kqe Hd[hSUk Faf[UW S`V efd[Uf^k fa fZW Wjf W`f Ua`eW`f [e _S`VSfad[^k required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing S`V fdS`eXWd Tk ; a_bS`k [e _S`VSfad[^k dWcg[dWV Xda_ ; gefa_Wdqe bWdea``W^ under applicable law, Customer warrants and represents that it has obtained such consent.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

DePere Community Center Fire Alarm Inspection Proposal - CPQ-439380

Planned Service Agreement



Johnson Controls Fire Protn LP
1941 Holmgren Way
Green Bay WI54304
USA

Proposal Presented On:
07-20-2023

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SERVICE SOLUTION

Customer #: 4397082
De Pere Community Center
Date: 20-Jul-23
Proposal #: CPQ-439380
Term: 1-Aug-23 to 31-Jul-28

Billing Customer:
De Pere Community Center
600 GRANT ST

DE PERE, WI 54115-0000

Service Location:
De Pere Community Center
600 Grant St,
De Pere, WI 54115

Johnson Controls Fire Protection LP
Sales Representative:
Michael Price
1941 Holmgren Way
Green Bay WI 54304
michael.price@jci.com

INVESTMENT SUMMARY

(***Service Solution Valid for 30 Days***)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
		De Pere Community Center	$1,139.29
SYSTEM-FA-SIMPLEX 4007ES			
SIMPLEX 4007ES FIRE ALARM PANEL	**Est. First Inspection: August**		
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery Test (each)	2	Annual	
Annunciator	2	Annual	
Smoke Sensor Addressable	5	Annual	
Heat Detector Restorable	3	Annual	
Pull Station	6	Annual	
Elevator Recall	1	Annual	
		FIRE ALARM EXPERT SERVICE OFFER Total:	$1,139.29

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed

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SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Fire Alarm
De Pere Community Center	600 Grant St,	De Pere	WI	54115	$1,139.29

FIRE ALARM EXPERT SERVICE OFFER

SYSTEM-FA-SIMPLEX 4007ES
FIRE ALARM PANEL AND PERIPHERAL COMPONENT REPLACEMENT FOR FIRE ALARM SYSTEMS:
The Expert Plan covers inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Includes component replacement on the central processing unit, including reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (smoke detectors, pull stations, audible/ visible units, door contacts, etc.) associated with system.Includes general service labor Monday through Friday 8am-5pm. Includes battery replacement of listed batteries every 3 years per manufactures' recommendation. Excludes additional battery replacement.Replacement of the entire fire alarm panel, faulty wiring and/or ground faults are not covered .

DOCUMENTATION:
Accessiblecomponents and devices logged for:
-Location of each device tested, including system address or zone location
-Test results and applicable voltage readings
-Any discrepancies found will be noted
Inspection documentation provided to Customer(note: Certain additional services may be required by the Authority Having Jurisdiction. Internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware ofapplicable codes and references in order to ensure that contracted Services fulfill requirements.

Smoke Detector Cleaning Up To

SYSTEM-FA-SIMPLEX 4007ES
DETECTOR CLEANING SMOKE DETECTORS:
Accessible smoke detection devices will be cleaned using manufacturer's recommended procedures. Devices may be dismantled to expose the smoke chamber (where applicable.) NOTE: Certain types of analog smoke sensors will be cleaned as needed per panel readings. Inspector will determine the actual devices to be cleaned based on visual inspection or panel readings.

Smoke Detector Sensitivity Testing

SYSTEM-FA-SIMPLEX 4007ES
SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:
Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Ex cludes duct smoke detectors.

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SERVICE SOLUTION

Customer Portal (Basic)

SYSTEM-FA-SIMPLEX 4007ES
Basic Customer Portal functionality will be provided.

Remote Service Support

SYSTEM-FA-SIMPLEX 4007ES
Remote Service Support package includes telephone support Monday through Friday, 8:00 am ET to 8:00 pm ET. Our technical support specialists have extensive experience to help troubleshoot problems with Fire Alarm Systems, Connected Sprinkler Systems and S ecurity Systems including CCTV and access control. Common scenarios include timer test issues, clear/reset trouble conditions or add/delete user codes. Our technicians' focus on resolution will help ensure your service levels are successfully met while at the same time reducing the required on-site technical assistance. To reach one of our support specialists, please dial 800-746-7539.

The RSS team cannot help with the disqualifying conditions such as reconnecting or adding devices, damaged wiring, damaged equipment, or remounting devices.

Panel Battery Replacement and Disposal Large (50-110AH)

SYSTEM-FA-SIMPLEX 4007ES
Batteries will be removed, replaced and disposed of in an environmentally friendly manner

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SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **De Pere Community Center** and is effective **1-Aug-23** (the "Effective Date") to **31-Jul-28** (the "Initial Term")**.** Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

Initials

PAYMENT TERMS: *Net 30*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: $1,139.29 - Proposal #: CPQ-439380

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	08/01/2023 - 07/31/2024	$1,139.29
2	08/01/2024 - 07/31/2025	$1,139.29
3	08/01/2025 - 07/31/2026	$1,139.29
4	08/01/2026 - 07/31/2027	$1,139.29
5	08/01/2027 - 07/31/2028	$1,139.29

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

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SERVICE SOLUTION

Multi Year Contract Rider
AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials: ☐

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment is due upon receipt, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:	☐	NO: This signed contract satisfies requirement
	☐	YES: Please reference this PO Number: _____
AR Invoices are accepted via e-mail:	☐	YES: E-mail address to be used: _____
	☐	NO: Please submit invoices via mail
	☐	NO: Please submit invoices via _____

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SERVICE SOLUTION

De Pere Community Center		**Johnson Controls Fire Protection LP**	
Signature:	_____	Authorized Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Phone #:	_____	Phone #:	
Fax #:	_____	Fax #:	_____
Email:	_____	License #: (if applicable)	_____
Date:	_____	Date:	_____

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TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-Ugd dW`f fWd_ 'WSUZ S 'o J W`W i S^ LWd_p(+

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and bSkST^W gba` dWea^gf[a`+ HSk_W`f [e S Ua`V[f[a` bdWUWVW`f fa ; a_bS`kqe obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the thenprevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and ; gefa_Wdqe X S[^gdW fa _S] W bSk_W`f [` Xg^ i ZW` VgW [e S _SfWd[S^ TdWSUZ aX this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any g`bS[V eaXf i SdW ^[UW`eWe) S`V,ad egebW`V ; a_bS`kqe aT^[YSf[a`e g`VWd ad terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is _SVW [` Xg^+ ; a_bS`kqe W^WUf[a` fa Ua`f[`gW bdah[V[`Y Xgfgd W eWdh[UWe VaWe `af) [` S`k i Sk V[_[`[eZ ; a_bS`kqe d[YZf fa fWd_[`SfW ad egebW`V eWdh[UWe ad exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is W j WUgfWV+ AX ; gefa_Wd V[ebgfWe S`k ^SfW bSk_W`f `af[UW ad ; a_bS`kqe W XadfeW to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. ; gefa_Wd SYdWWe fa bSk S^ aX ; a_bS`kqe reasonable collection costs, including legal fees and expenses.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Tern. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any f[_W bd[ad fa eZ[b_W`f S`V dWYSdV^Wee aX ; gefa_Wdqe SUUWbfS`UW aX fZW ; a_bS`kqe bdabaeS^ ad cgafSf[a`) fa dWX^WUf S`k [`UdWSeW [` ; a_bS`kqe Uaef of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are** e^bU\QdUT d_ dXU fQ\eU _V 9ecd_] Ubmc `b_`Ubdi Q^T dXU `b_`Ubdi _V _dXUbc **located on the premises. Customer agrees to look exclusively to** 9ecd_] Ubmc Y^cebUb d_ bUS_fUb V_b Y^ZebYUc _b TQ] QWU Y^ dXU UfU^d _V Q^i **loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service** Y^ Q^i bUc`USd( 9_] `Q^imc \\QR Y\\Ydi V_b I Ubf Y SUc `UbV_b ] UT _^**-site at** 9ecd_ ] Ubmc `bU] YcUc cXQ\\ RU \Y] YdUT d_ Q^ QWWbUWQdU Q] _e^d UaeQ\ d_ **the Agreement price (as increased by the price for any additional work) or, where the t** Y] U Q^T] QdUbYQ\ `Qi ] U^d dUb ] Yc cU\USdUT( 9ecd_ ] Ubmc **time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments** Q\\_SQR\U d_ dXU cYdU g XUbU dXU Y^SYTU^d _SSebbUT* 9_] `Q^imc **liability with respect to Monitoring Services is set forth in Section 18 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyberattacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect,** 9_] `Q^imc U ] `_iUUc(QWU^dc(_W Y SUbc Q^T T Y bUSd_bc*

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-LWddad[e_ LWUZ`a^aY[We 'o I 9LLp( g`VWd fZW Kgbbadf 9`f[- terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-111 'fZW oK9>=LQ 9Ufp(+ 9e dWcg[dWV g`VWd 3 ;+>+J+ /2+2 'W() fa fZW _Sj[_g_ extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, dWeg^f[`Y Xda_ S` SUf[h[fk dWeg^f[`Y Xda_ S` o9Uf aX LWddad[e_p Se VW X[`V 3 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to bU`bUcU^d Yd Y^ Q^i ceSX QSdY_^* 9ecd_ ] Ubmc bUc`_^cY R\\Ydi g YdX bUc`USd **to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 18 of this Agreement.**

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for fourhour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the KWdh[UW Ka^gf[a` 'oKWdh[UWep( XadW a`W ad _adW ekefW_'e(ad Wcg[b_W`f Se VWeUd[TWV [` fZW KWdh[UW Ka^gf[a` ad fZW ^[efWV SffSUZ_W`fe 'o ; ahWdWV KkefW_'e(p(+ MFD=KK GL@=JO^K= KH= ; ^>^=< ^N THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT

DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) [` SUUadVS`UW i[fZ Sbb^[UST^W ^S i S`V _S`g\SUfgdWdeq S`V ; a_bS`kqe recommendations. Customer shall promptly notify Company of any _S\g`Uf[a` [` fZW ; ahWdWV KkefW_'e( i Z[UZ Ua_We fa ; gefa_Wdqe SffW`f[a`+ This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be egT_[ffWV \ad SbbdahS^ Tk ; gefa_Wdqe a`-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other SebWUfe a\[fe Ua_bgfWd `Wf i ad] 'oFWf i ad]p( S`V eZS^ egbb^k ; a_bS`k eWUgdW Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, soff i SdW) ad \[^We 'Ua^WUf[hW^k o<SfSp(bd[ad fa dWUW[h[`Y fZW eWdh[UW ad bdaVgUfe+

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in ; a_bS`kqe ea^W \gVY_W`f) S`k bWd[bZWdS^ VWh[UW ad afZWd ekefW_ Wcg[b_W`f) which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment**.**

12. Reports. Where inspection and/or test services are selected, such [`ebWUf[a` S`V,ad fWef eZS^ TW Ua_b^WfWV a` ; a_bS`kqe fZW` UgddW`f dWbadf form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in SUUadVS`UW i[fZ ; a_bS`kqe fZW`UgddW`f ZagdWk rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the WjWUgf[a` a\fZ[e 9YdWW_W`f) fa fZW TWef a\ ; gefa_Wdqe]`a i ^WVYW fZWdW [e `a7

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- obWd_[f Ua`x[`WV ebSUW)p Se VWx[`WV Tk GK@A for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

9^ a\fZW STahW SdW ZWdW[`SxfWd dWXWddWV fa Se o@SISdVage ; a`V[f[a`e+p Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of ; a_bS`kqe i ad]) fZW V[eUahWdk a\ egUZ _SfWd[S^e eZS^ Ua`ef[fgfW S` WhW`f TWka`V ; a_bS`kqe Ua`fda^) S`V ; a_bS`k eZS^ ZShW `a aT^[YSf[a` fa \gdfZWd perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, Ua`fS[`_W`f) fdS`ebadf) dW_ahS^) ad V[ebaeS^ 'Ua^WUf[hW^k) fZW o<[eUZSdYW KWdh[UWep(a\S`k ZSISdVage i SefW _SfWd[S^e) ZSISdVage _SfWd[S^e) firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. Covid-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, noticW ad afZWd i [eW) fZSf S`k a\ ; a_bS`kqe bWdea``W^ TW hSUU[`SfWV SYS[`ef Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive OdVWd .1-1/ 'o=`egd[`Y 9VWcgSfW ; GNA< KS\Wfk HdafaUa^e \ad >WVWdS^ ; a`fdSUfadep( S`V >WVWdS^ 9Ucg[e[f[a` Regulation (FAR) 52.223-66 'o=`egd[`Y 9VWcgSfW ; GNA< KS\Wfk HdafaUa^e \ad >WVWdS^ ; a`fdSUfadep(+ 9`k egUZ dWcg[dW_W`f eZS^ a`^k Sbb^k fa ; a_bS`kqe bWdsonnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

17. Other Services.

A.Remote Service. If Customer selects Remote Service, Company shall bdah[VW egbbadf \ad fZW ; gefa_Wdqe ekefW_ Tk i Sk af education, remote assistance and triage that does not require programming changes to the ; gefa_Wdqe bS`W^+ A` SVV[f[a`) JW_afW KWdh[UW VaWe `af [`U^gVW eWdh[UW fa address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while JW_afW KWdh[UW bdah[VWe \ad Ua__g`[USf[a` dWYSdV[`Y ; gefa_Wdqe \[dW S^Sd_ system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement.

CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 18.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

B.Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network Ua``WUf[a` fa YSfZWd Wcg[b_W`f bWd\ad_S`UW VSfS STagf S ; gefa_Wdqe

; ahWdWV =cg[b_W`f Xad ; gefa_Wdqe ebd[`]^Wd ekefW_ ad X[dW S^Sd_ ekefW_) Se Sbb^[UST^W) fa See[ef B ; A [` SVh[e[`Y ; gefa_Wd a` egUZ Wcg[b_W`fqe ZWS^fZ) performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication ZSdV i SdW 'o?SfW i Sk <Wh[UWp(ad ; gefa_Wd i[^ egbb^k S `Wf i ad] Ua``WUf[a` eg[fST^W fa W`ST^W Ua__g`[USf[a` i[fZ ; gefa_Wdqe ; ahWdWV =cg[b_W`f [` order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment [`Xad _Sf[a` Xda_ S _aT[^W ad e_Sdf VWh[UW ge[`Y fZW eWdh[UWqe _aT[^W ad i WT app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make cZS`YWe fa ; gefa_Wdqe =cg[b_W`f+ A\ fZW connection is disconnected by Customer, and a technician needs to be V[ebSfUZWV fa fZW ; gefa_Wd e[fW) fZW` fZW ; gefa_Wd i[^ bSk B ; A Sf B ; Aqe fZW`- current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 20 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

C.Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, ; gefa_Wd _Sk gf[^[IW ; a_bS`kqe <SeZTaSdV'e( S`V EaT[^[fk 9bb^[USf[a`'e() Se applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at https://www.johnsoncontrols.com/buildings/legal/digital/generaltos.

18. **Monitoring Services.** If Customer has selected Monitoring Services, the following shall apply to such Services:

A. **Alarm Monitoring Service**. Customer agrees and acknowledges that ; a_bS`kqe ea^W S`V a`^k aT^[YSf[a` g`VWd fZ[e 9YdWW_W`f eZS^ TW fa bdah[VW alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on fZW ; a`fSUf, ; S^ D[ef 'o ; a`fSUfep(S`V,ad DaUS^ = _WdYW`Uk <[ebSfUZ Fg_TWde for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly `af[^k a`W aX fZW ; a`fSUfe+ ; a_bS`k eZS^ `af TW dWeba`e[T^W Xad S ; a`fSUfqe ad dWeba`V[`Y SgfZad[fkqe dWXgeS^ fa SU] `a i ^WVYW,dWeba`V fa ; a_bS`kqe notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are SgfZad[IWV fa SUf a` ; gefa_Wdqe TWZS^X S`V) [X ea VWe[Y`SfWV a` fZW Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may dWefd[Uf ; a_bS`kqe ST[^[fk fa bdah[VW fZW S^Sd_ _a`[fad[`Y S`V `af[X[USf[a` services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default eWff[`Ye8 [_b^W_W`fSf[a` aX obSdf[S^ U^WSd f[_W TkbSeep bdaUWVgdWe Sf agd S^Sd_ monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN AD9JE RGF=AF ; MKLGE=JqK HJ=EAK=K 9>L=J L@= INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided g`VWd fZ[e 9YdWW_W`f) bdah[VWe a`^k fZW efSfge aX fZW UW^g^Sd dSV[a g`[fqe current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and g`f[^ fZW Ua__g`[USf[a` ^[`] TWfi WW` ; gefa_Wdqe bdW_[eWe S`V ; a_bS`kqe Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**.

B Limitation of Liability; **Limitations of Remedy**. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs**. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement** Q^T QbU e^bU\QdUT d_ dXU fQ\eU _V 9ecd_] Ubmc `b_`Ubdi Q^T dXU `b_`Ubdi **of others located on the premises. Customer agrees to look exclusively** d_ 9ecd_] Ubmc Y^cebUb d_ bUS_fUb V_b Y^ZebYUc _b TQ] QWU Y^ dXU U**vent of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Co**] `Q^imc \YQR\Ydi gYdX bUc`USd d_ **Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred ($2,500) dollars, as agreed upon damages and not as a penalty**(Qc 9ecd_] Ubmc c_\U bU] UTi* IeSX ce] cXQ\\ RU S_] `\UdU **and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.**

C.Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customqe YW`WdS^ ^[ST[^[fk S`V Sgfa ^[ST[^[fk ba^[X[U]We+

D.No modification. Modification to Sections 18 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 18 B and/or C, and no such amendment shall be effective g`^Wee SbbdahWV Tk fZW _S`SYWd aX ; a_bS`kqe ; W`fdS^ Ea`[fad[`Y ; W`fWd+

E. 9ecd_] Ubmc :edYUc+ A` SVV[f[a` fa ; gefa_Wdqe Vgfk fa [`VW_`[Xk) VWXW`V) and hold Company harmless pursuant to this Section 18:

i. Customer agrees to furnish the names and telephone numbers of all persons SgfZad[IWV fa W`fWd ad dW_S[` a` ; gefa_Wdqe bdW_[eWe S`V,ad fZSf eZauld be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees

that it is responsible for any losses or damages due to malfunction, _[eUa_ _g`[USf[a` ad XS[^gdW aX ; gefa_Wdqe ekefW_ fa SUUgdSfW^k ZS`V^W) process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, ad afZWd [`fWddgbf[a` Sf ; gefa_Wdqe bdW_[eWe aX e[Y`S^ ad VSfS fdS`e_[ee[a` through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges aX fW^WbZa`W ^[`We Ua``WUf[`Y ; gefa_Wdqe bdW_[eWe fa ; a_bS`k+ Customer SU]`a i ^WVYWe fZSf S^Sd_ e[Y`S^e Xda_ ; gefa_Wdqe bdW_[eWe fa ; a_bS`k SdW fdS`e_[ffWV ahWd ; gefa_Wdqe fW^WbZa`W ad afZWd fdS`e_[ee[a` eWdh[UW S`V fZSf in the event the telephone or other transmission service is out of order, disconnected, placed on ohSUSf[a`)p ad afZWd i [eW [`fWddgbfWV) e[Y`S^e Xda_ ; gefa_Wdqe S^Sd_ ekefW_ i [^ `af TW dWUW[hWV Tk ; a_bS`k) Vgd[`Y S`k egUZ interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. Authorization. ; gefa_Wd SgfZad[IWe ; a_bS`k) a` ; gefa_Wdqe TWZS^X) fa request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as o ; a_ _g`[USf[a` ; a_bS`kp(+ KZag^V S`k fZ[dV-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. Derived Local Channel. LZW ; a_ _g`[USf[a` ; a_bS`kqe eWdh[UWe provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Co_bS`kqe eWdh[UW _Sd]e ad eWdh[UW `S_We+ LZWeW eWdh[UWe include providing lines, signal paths, scanning and transmission. Customer SYdWWe fZSf fZW ; a_ _g`[USf[a` ; a_bS`kqe ^[ST[^[fk [e ^[_[fWV fa fZW eS_W WjfW`f ; a_bS`kqe ^[ST[^[fk [e ^[_[fWV bgdegS`f fa fZ[s Section 18.

iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM I?=D7B EL;H 9KIJEC;HmI J;B;F>ED; I;HL?9; <EH 7DO H;7IED **INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC.** &kDED-JH7:?J?ED7BJ;B;F>ED; I;HL?9;I'' ?D9BK:; 8KJ 7H; DEJ B?C?J;: JE5&,' BEII E<DEHC7B;B;9JH?9 FEM;HJE 9KIJEC;HmI **PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW**

J>; ?D?J?7B 9ECF7J?8?B?JO E< 9KIJEC;HmI 7B7HC IOIJ;C M?J> **NONTRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL** 9EDD;9J?ED JE 9ECF7DOmI CED?JEH?D= 9;DJ;H 7D: J>7J **CHANGES IN CUSTOME**HmI J;B;F>ED; I;HL?9;mI :7J7 <EHC7J **AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE** 9KIJEC;HmI J;B;F>ED; I;HL?9; KD78B; JE JH7DIC?J 7B7HC I?=D7BI JE 9ECF7DOmI CED?JEH?D= 9;DJ;HI* ?< 9ECF7DO **DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACKUP** C;J>E: E< 9ECCKD?97J?ED JE 9EDD;9J 9KIJEC;HmI 7B7HC **SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT** 9KIJEC;HmI DED-**TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO** 9ECF7DO 7I J>; FH?C7HO C;J>E: JE 9EDD;9J 9KIJEC;HmI **ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL** <?H;9E:;I(7D: J>7J?J?I 9KIJEC;HmI E8B?=7J?ED JE 9ECFBO **WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-e[fW hWd[X[USf[a` 'oJg``Wd KWdh[UWp(TWXadW dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party.

COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or VW^Ske Xad S`k `g_TWd aX dWSea`e) i ZWfZWd ad `af agd XSg^f ad g`VWd ; a_bS`kqe control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

19. Limited Warranty. **COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided** g`dX dXU dX`bT `Qbdi ]Q^eVQSdebUbmc gQbbQ^di d_ dXU UhdU^d QfQ`\QR\U(Q^T **Company will transfer the benefits, together with all limitations, of that**]Q^eVQSdebUbmc gQbbQ^di d_ 9ecd_]Ub* **EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

20. Software and Digital Services. Use, implementation, and deployment aX fZW eaXf i SdW S`V ZaefWV eaXf i SdW bdaVgUfe 'oKaXf i SdWp( aXXWdWV g`VWd fZWeW terms shall be subject to, and goved`WV Tk) ; a_bS`kqe efS`VSdV fWd_e Xad egUZ Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterms (Ua^WUf[hW^k) fZW oKaXf i SdW LWd_ep(+ 9bb^[UST^W KaXf i SdW LWd_e SdW [`UadbadSfWV ZWdW[` Tk fZ[e dWXWdW`UW+ Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms

herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use d[YZf() 'WSUZ S oKa\f i SdW KgTeUd[bf[a`p(7 =SUZ Ka\f i SdW KgTeUd[bf[a` bdah[VWV hereunder will commence on the date the initial credentials for the Software SdW _SVW ShS[ʰST^W 'fZW oKgTeUd[bf[a` KfSdf <SfWp( S`V i[^ Ua`f[`gW [` WX\WUf until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew X\ad Ua`eWUgf[hW a`W '.( kWSd fWd_e 'WSUZ S oJW`W i Sʰ KgTeUd[bf[a` LWd_p() unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be bd[UWV Sf B ; Ä¢e fZW`Sbbʰ[USTʰW ^[ef bd[UW X\ad fZSf Ka\f i SdW aXXWd[`Y+ 9`k geW a\ Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

21. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any dWcg[dWV bWd_[f) ^[UW`eW ad dWY[efdSf[a` X\ad ; gefa_Wd Sf ; gefa_Wd¢e Wj bW`eW and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

22. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

23. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds a` ; gefa_Wd¢e YW`WdSʰ ^[ST[^[fk S`V Sgfa ^[ST[^[fk baʰ[U]We+

24. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all ZSISdVe UahWdWV Tk ; gefa_Wd¢e [`egdS`UW) [f TW[`Y WjbdWeeʰk SYdWVV S`V understood that no insurance company or insurer will have any right of subrogation against Company.

25. Force Majeure, **Exclusions**. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A o>adUW ES\WgdW =hW`fp [e S Ua`V[f[a` ad WhW`f fZSf [e TWka`V fZW dWSea`STʰW control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control a\ ; a_bS`k+ A\ ; a_bS`k¢e bWd\ad_S`UW a\ fZW i ad] [e VWʰSkWV) [_bSUfWV) ad prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or [`V[dWUfʰk [`UdWSeWe ; a_bS`k¢e Uaef fa bWd\ad_ fZW eWdh[UWe) ; gefa_Wd [e obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

26. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of `WYʰ[YW`UW ad _[egeW a\ Ua_ba`W`fe ad Wcg[b_W`f ad UZS`YWe fa ; gefa_Wd¢e premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion 'oE^ ; p((8 USdfd[VYWe YdWSfWd fZS` .3 YdS_e8 YSe hSʰhW installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at B ; Ä¢e eaʰW V[eUdWf[a` Sf S` SVV[f[a`Sʰ UZSdYW+ A\ =_WdYW`Uk KWdh[UWe SdW expressly included in the Service Solution, the Agreement price does not include travel expenses.

27. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

28. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion gba` `af[UW fa ; gefa_Wd [X ; a_bS`k¢e bWd\ad_S`UW a\ [fe aTʰ[YSf[a`e g`VWd this Agreement becomes impracticable due to obsolescence of equipment at ; gefa_Wd¢e bdW_[eWe ad g`ShS[ʰST[^[fk a\ bSdfe+

29. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

30. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, inUʰgV[`Y i[fZagf ^[_[fSf[a` dWSea`STʰW Sffad`Wke¢ X\WWe) [` Ua``WUf[a` i[fZ enforcing or attempting to enforce this Agreement.

31. One-Year Limitation on Actions; Choice of Law. For Customers located in the United

States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada,This agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens.* No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim X[def SdaeW+ =jUWbf Se bdah[VWV X\ad ZWdW[`) ; a_bS`k¢e Uʰ'S[_e _gef S'ea TW brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

32. Assignment. Customer may not assign fZ[e 9YdWW_W`f i[fZagf ; a_bS`k¢e prior written consent. Company may assign this Agreement without obtaining ; gefa_Wd¢e Ua`eW`f+

33. Entire Agreement. The parties intend this Agreement, together with any SffSUZ_W`fe ad J[VWde 'UaʰWUf[hWʰk fZW o9YdWW_W`f(to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

34. Headings. The headings in this Agreement are for convenience only.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature.

Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including ^f[fYSf[a`+ ; gefa_Wd SYdWWe fZSf ; a_bS`kqe dWUW[bf Tk XSj aX fZW 9YdWW_W`f signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

37. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

38. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

39. Privacy. A. ***Company as Processor***: Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. ***Company as Controller:*** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, fW^WbZa`W `g_TWde(Se Ua`fda^Wd S`V [` SUUadVS`UW i[fZ ; a_bS`kqe Hd[hSUk Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges ; a_bS`kqe Hd[hSUk Faf[UW S`V efd[Uf^k fa fZW Wjf W`f Ua`eW`f [e _S`VSfad[^k required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing S`V fdS`eXWd Tk ; a_bS`k [e _S`VSfad[^k dWcg[dWV Xda_ ; gefa_Wdqe bWdea``W^ under applicable law, Customer warrants and represents that it has obtained such consent.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

City of De Pere Planned Service Agreements
Proposed Changes to:
CPQ-409139
CPQ- 439380

Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, assuming such services performed are not covered under the summary of services included under this Agreement.

Regarding the Terms and Conditions attached to the CPQ proposal referred at the top, both Parties agree to modify the Sections described below, as follows:

2. Payments and Invoicing. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment when due could be considered a material breach of this Agreement. Customer further acknowledges that that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy the right to with notice:

5. Limitation of Liability; Limitations of Remedy. Delete the following sentences from Section 5:

> (i) *Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation*.
>
> (ii) *Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert*.

7. Indemnity. Delete the words "*or Company*" from the sixth sentence of Section 7. "Indemnity".

18. Monitoring Services. Intentionally Omitted as not applicable to CPQ #409139.

23. Insurance. Intentionally Omitted.

24. Waiver of Subrogation. Intentionally Omitted.

29. Three-Year Limitation on Actions;-Choice of Law. The parties agree that any disputes arising out of this Agreement shall be determined exclusively by the Wisconsin courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Wisconsin courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than three years after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

35. Legal Fees. Company or Customer shall each be entitled to recover from the other party to this Agreement all reasonable legal fees incurred in connection with Company or Customer enforcing the terms and conditions of this Agreement.

City of De Pere	Johnson Controls Fire Protection LP
Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Phone #: _____	Phone #:
Fax #: _____	Fax #: _____
Email: _____	License #: _____ (if applicable)
Date: _____	Date: _____

De Pere Community Center FA monitoring per point - CPQ-400734

Planned Service Agreement



Johnson Controls Fire Protn LP
1941 Holmgren Way
Green Bay WI54304
US

Proposal Presented On:
04-24-2023

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SERVICE SOLUTION

Customer #: 4397082
De Pere Community Center
Date: 24-Apr-23
Proposal #: CPQ-400734
Term: 1-May-23 to 30-Apr-26

Billing Customer:
De Pere Community Center
600 GRANT ST

DE PERE, WI 54115-0000

Service Location:
De Pere Community Center
600 Grant St,
De Pere, WI 54115

Johnson Controls Fire Protection LP
Sales Representative:
Michael Price
1941 Holmgren Way
Green Bay WI 54304
michael.price@jci.com

INVESTMENT SUMMARY

(***Service Solution Valid for 30 Days***)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
		De Pere Community Center	$420.61

SYSTEM-FA-SIMPLEX 4007ES

SIMPLEX 4007ES FIRE ALARM PANEL

Customer Pricing Type : Local

Monitoring Account Type: Fire Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 0

Primary Communication: IP (Internet)

Secondary Communication:

Per Point : Yes

ALARM & DETECTION- MONITORING

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.

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SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Monitoring
De Pere Community Center	600 Grant St,	De Pere	WI	54115	$420.61

ALARM & DETECTION- MONITORING

SYSTEM-FA-SIMPLEX 4007ES

Alarm signal initiated by a fire alarm control panel. Central Station will endeavor to notify the fire department and Customer when an alarm or trouble signal is received. This service includes 1- 800 toll-free signal transmission, 24-hour auto dialer test, and notification of Customer-provided Emergency Call List.

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SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **De Pere Community Center** and is effective **1-May-23** (the "Effective Date") to **30-Apr-26** (the "Initial Term")**.** Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

Initials

PAYMENT TERMS: *Due Upon Receipt*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: $420.61 - Proposal #: CPQ-400734

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	05/01/2023 - 04/30/2024	$420.61
2	05/01/2024 - 04/30/2025	$420.61
3	05/01/2025 - 04/30/2026	$420.61

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

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Johnson Controls

SERVICE SOLUTION

Multi Year Contract Rider
AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials: ☐

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment is due upon receipt, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:	☐	NO: This signed contract satisfies requirement
	☐	YES: Please reference this PO Number: _____
AR Invoices are accepted via e-mail:	☐	YES: E-mail address to be used: _____
	☐	NO: Please submit invoices via mail
	☐	NO: Please submit invoices via _____

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SERVICE SOLUTION

De Pere Community Center		**Johnson Controls Fire Protection LP**	
Signature:	_____	Authorized Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Phone #:	_____	Phone #:	
Fax #:	_____	Fax #:	_____
Email:	_____	License #: (if applicable)	_____
Date:	_____	Date:	_____

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TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-Ugd dW`f fWd_ 'WSUZ S 'o J W`W i S^ LWd_p(+

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and bSkST^W gba` dWea^gf[a`+ HSk_W`f [e S Ua`V[f[a` bdWUWVW`f fa ; a_bS`kqe obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the thenprevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and ; gefa_Wdqe X S[^gdW fa _S] W bSk_W`f [` Xg^ i ZW` VgW [e S _SfWd[S^ TdWSUZ aX this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any g`bS[V eaXf i SdW ^[UW`eWe) S`V,ad egebW`V ; a_bS`kqe aT^[YSf[a`e g`VWd ad terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is _SVW [` Xg^+ ; a_bS`kqe W^WUf[a` fa Ua`f[`gW bdah[V[`Y Xgfgd W eWdh[UWe VaWe `af) [` S`k i Sk V[_[`[eZ ; a_bS`kqe d[YZf fa fWd_[`SfW ad egebW`V eWdh[UWe ad exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is W j WUgfWV+ AX ; gefa_Wd V[ebgfWe S`k ^SfW bSk_W`f `af[UW ad ; a_bS`kqe W XadfeW to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. ; gefa_Wd SYdWWe fa bSk S^ aX ; a_bS`kqe reasonable collection costs, including legal fees and expenses.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Tern. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any f[_W bd[ad fa eZ[b_W`f S`V dWYSdV^Wee aX ; gefa_Wdqe SUUWbfS`UW aX fZW ; a_bS`kqe bdabaeS^ ad cgafSf[a`) fa dWX^WUf S`k [`UdWSeW [` ; a_bS`kqe Uaef of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are** e^bU\QdUT d_ dXU fQ\eU _V 9ecd_] Ubmc `b_`Ubdi Q^T dXU `b_`Ubdi _V _dXUbc **located on the premises. Customer agrees to look exclusively to** 9ecd_] Ubmc Y^cebUb d_ bUS_fUb V_b Y^ZebYUc _b TQ] QWU Y^ dXU UfU^d _V Q^i **loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service** Y^ Q^i bUc`USd( 9_] `Q^imc \\QR Y\\Ydi V_b I Ubf YSUc `UbV_b ] UT _^**-site at** 9ecd_ ] Ubmc `bU] YcUc cXQ\\ RU \Y] YdUT d_ Q^ QWWbUWQdU Q] _e^d UaeQ\ d_ **the Agreement price (as increased by the price for any additional work) or, where the t**Y] U Q^T] QdUbYQ\ `Qi ] U^d dUb ] Yc cU\USdUT( 9ecd_ ] Ubmc **time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments** Q\\_SQR\U d_ dXU cYdU g XUbU dXU Y^SYTU^d _SSebbUT* 9_] `Q^imc **liability with respect to Monitoring Services is set forth in Section 18 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyberattacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect,** 9_] `Q^imc U ] `_iUUc(QWU^dc(_W YSUbc Q^T TYbUSd_bc*

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-LWddad[e_ LWUZ`a^aY[We 'o I 9LLp( g`VWd fZW Kgbbadf 9`f[-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-111 'fZW oK9>=LQ 9Ufp(+ 9e dWcg[dWV g`VWd 3 ;+>+J+ /2+2 'W() fa fZW _Sj[_g_ extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, dWeg^f[`Y Xda_ S` SUf[h[fk dWeg^f[`Y Xda_ S` o9Uf aX LWddad[e_p Se VW[`WV [` 3 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to bU`bUcU^d Yd Y^ Q^i ceSX QSdY_^* 9ecd_ ] Ubmc bUc`_^cYR\\Ydi gYdX bUc`USd **to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 18 of this Agreement.**

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for fourhour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the KWdh[UW Ka^gf[a` 'oKWdh[UWep( XadW a`W ad _adW ekefW_'e(ad Wcg[b_W`f Se VWeUd[TWV [` fZW KWdh[UW Ka^gf[a` ad fZW ^[efWV SffSUZ_W`fe 'o ; ahWdWV KkefW_'e(p(+ MFD=KK GL@=JO^K= KH= ; ^>^=< ^N THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT

DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) [` SUUadVS`UW i[fZ Sbb^[UST^W ^S i S`V _S`g\XSUfgdWdeq S`V ; a_bS`kqe recommendations. Customer shall promptly notify Company of any _S^\g`Uf[a` [` fZW ; ahWdWV KkefW_'e( i Z[UZ Ua_We fa ; gefa_Wdqe SffW`f[a`+ This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be egT_[ffWV \XadSbbdahS^\ Tk ; gefa_Wdqe a`-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other SebWUfe a\X [fe Ua_bgfWd `Wf i ad] '0FWf i ad] p( S`V eZS^^ egbb^k ; a_bS`k eWUgdW Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, soff i SdW) ad X[^We 'Ua^^WUf[hW^k o<SfSp(bd[ad fa dWUW[h[`Y fZW eWdh[UW ad bdaVgUfe+

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in ; a_bS`kqe ea^W \gVY_W`f) S`k bWd[bZWdS^ VWh[UW ad afZWd ekefW_ Wcg[b_W`f) which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment**.**

12. Reports. Where inspection and/or test services are selected, such [`ebWUf[a` S`V,ad fWef eZS^^ TW Ua_b^WfWV a` ; a_bS`kqe fZW` UgddW`f dWbadf form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in SUUadVS`UW i[fZ ; a_bS`kqe fZW`UgddW`f ZagdWk rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the WjWUgf[a` a\X fZ[e 9YdWW_W`f) fa fZW TWef a\X ; gefa_Wdqe]`a i ^WVYW fZWdW [e `a7

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- obWd_[f Ua`x[`WV ebSUW)p Se VWX[`WV Tk GK@A for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

9^^ a\X fZW STahW SdW ZWdW[`SXfWd dWXWddWV fa Se o@SISdVage ; a`V[f[a`e+p Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of ; a_bS`kqe i ad]) fZW V[eUahWdk a\X egUZ _SfWd[S^e eZS^^ Ua`ef[fgfW S` WhW`f TWka`V ; a_bS`kqe Ua`fda^^) S`V ; a_bS`k eZS^^ ZShW `a aT^[YSf[a` fa \gdfZWd perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, Ua`fS[`_W`f) fdS`ebadf) dW_ahS^) ad V[ebaeS^ 'Ua^^WUf[hW^k) fZW o<[eUZSdYW KWdh[UWep(a\X S`k ZSISdVage i SefW _SfWd[S^e) ZSISdVage _SfWd[S^e) firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. Covid-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, noticW ad afZWd i [eW) fZSf S`k a\X ; a_bS`kqe bWdea``W^ TW hSUU[`SfWV SYS[`ef Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive OdVWd .1-1/ '0=`egd[`Y 9VWcgSfW ; GN^< KS\Wfk HdafaUa^e \ad >WVWdS^ ; a`fdSUfadep( S`V >WVWdS^ 9Ucg[e[f[a` Regulation (FAR) 52.223-66 '0=`egd[`Y 9VWcgSfW ; GN^< KS\Wfk HdafaUa^e \ad >WVWdS^ ; a`fdSUfadep(+ 9`k egUZ dWcg[dW_W`f eZS^^ a`^k Sbb^k fa ; a_bS`kqe bWdsonnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

17. Other Services.

A.Remote Service. If Customer selects Remote Service, Company shall bdah[VW egbbadf \ad fZW ; gefa_Wdqe ekefW_ Tk i Sk af education, remote assistance and triage that does not require programming changes to the ; gefa_Wdqe bS`W^+ A` SVV[f[a`) JW_afW KWdh[UW VaWe `af [`U^gVW eWdh[UW fa address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while JW_afW KWdh[UW bdah[VWe \ad Ua__g`[USf[a` dWYSdV[`Y ; gefa_Wdqe X[dW S^Sd_ system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement.

CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 18.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

B.Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network Ua``WUf[a` fa YSfZWd Wcg[b_W`f bWd\ad_S`UW VSfS STagf S ; gefa_Wdqe

performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication equipment for order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make connection is disconnected by Customer, and a technician needs to be current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 20 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

C.Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at https://www.johnsoncontrols.com/buildings/legal/digital/generaltos.

18. **Monitoring Services.** If Customer has selected Monitoring Services, the following shall apply to such Services:

A. **Alarm Monitoring Service**. Customer agrees and acknowledges that alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**.

B Limitation of Liability; **Limitations of Remedy**. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs**. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement of others located on the premises. Customer agrees to look exclusively vent of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Co Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred ($2,500) dollars, as agreed upon damages and not as a penalty(and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.**

C.Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on

D.No modification. Modification to Sections 18 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 18 B and/or C, and no such amendment shall be effective

E. and hold Company harmless pursuant to this Section 18:

i. Customer agrees to furnish the names and telephone numbers of all persons notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees

that it is responsible for any losses or damages due to malfunction, _[eUa_ _g`[USf[a` ad XS[^gdW aX ; gefa_Wdqe ekefW_ fa SUUgdSfW^k ZS`V^W) process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, ad afZWd [`fWddgbf[a` Sf ; gefa_Wdqe bdW_[eWe aX e[Y`S^ ad VSfS fdS`e_[ee[a` through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges aX fW^WbZa`W ^[`We Ua``WUf[`Y ; gefa_Wdqe bdW_[eWe fa ; a_bS`k+ Customer SU]`a i ^WVYWe fZSf S^Sd_ e[Y`S^e Xda_ ; gefa_Wdqe bdW_[eWe fa ; a_bS`k SdW fdS`e_[ffWV ahWd ; gefa_Wdqe fW^WbZa`W ad afZWd fdS`e_[ee[a` eWdh[UW S`V fZSf in the event the telephone or other transmission service is out of order, disconnected, placed on ohSUSf[a`)p ad afZWd i [eW [`fWddgbfWV) e[Y`S^e Xda_ ; gefa_Wdqe S^Sd_ ekefW_ i [^ `af TW dWUW[hWV Tk ; a_bS`k) Vgd[`Y S`k egUZ interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. Authorization. ; gefa_Wd SgfZad[IWe ; a_bS`k) a` ; gefa_Wdqe TWZS^X) fa request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as o ; a_ _g`[USf[a` ; a_bS`kp(+ KZag^V S`k fZ[dV-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. Derived Local Channel. LZW ; a_ _g`[USf[a` ; a_bS`kqe eWdh[UWe provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Co_bS`kqe eWdh[UW _Sd]e ad eWdh[UW `S_We+ LZWeW eWdh[UWe include providing lines, signal paths, scanning and transmission. Customer SYdWWe fZSf fZW ; a_ _g`[USf[a` ; a_bS`kqe ^[ST[^[fk [e ^[_[fWV fa fZW eS_W WjfW`f ; a_bS`kqe ^[ST[^[fk [e ^[_[fWV bgdegS`f fa fZ[s Section 18.

iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM I?=D7B EL;H 9KIJEC;HmI J;B;F>ED; I;HL?9; <EH 7DO H;7IED **INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC.** &kDED-JH7:?J?ED7BJ;B;F>ED; I;HL?9;I'' ?D9BK:; 8KJ 7H; DEJ B?C?J;: JE5&,' BEII E<DEHC7B;B;9JH?9 FEM;HJE 9KIJEC;HmI **PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW**

J>; ?D?J?7B 9ECF7J?8?B?JO E< 9KIJEC;HmI 7B7HC IOIJ;C M?J> **NONTRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL** 9EDD;9J?ED JE 9ECF7DOmI CED?JEH?D= 9;DJ;H 7D: J>7J **CHANGES IN CUSTOME**HmI J;B;F>ED; I;HL?9;mI :7J7 <EHC7J **AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE** 9KIJEC;HmI J;B;F>ED; I;HL?9; KD78B; JE JH7DIC?J 7B7HC I?=D7BI JE 9ECF7DOmI CED?JEH?D= 9;DJ;HI* ?< 9ECF7DO **DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACKUP** C;J>E: E< 9ECCKD?97J?ED JE 9EDD;9J 9KIJEC;HmI 7B7HC **SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT** 9KIJEC;HmI DED-**TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO** 9ECF7DO 7I J>; FH?C7HO C;J>E: JE 9EDD;9J 9KIJEC;HmI **ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL** <?H;9E:;I(7D: J>7J?J?I 9KIJEC;HmI E8B?=7J?ED JE 9ECFBO **WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-e[fW hWd[X[USf[a` 'oJg``Wd KWdh[UWp(TWXadW dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party.

COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or VW^Ske Xad S`k `g_TWd aX dWSea`e) i ZWfZWd ad `af agd XSg^f ad g`VWd ; a_bS`kqe control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

19. Limited Warranty. **COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided** g`dX dXU dX`bT `Qbdi ]Q^eVQSdebUbmc gQbbQ^di d_ dXU UhdU^d QfQ`\QR\U(Q^T **Company will transfer the benefits, together with all limitations, of that**]Q^eVQSdebUbmc gQbbQ^di d_ 9ecd_]Ub* **EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

20. Software and Digital Services. Use, implementation, and deployment aX fZW eaXf i SdW S`V ZaefWV eaXf i SdW bdaVgUfe 'oKaXf i SdWp( aXXWdWV g`VWd fZWeW terms shall be subject to, and goved`WV Tk) ; a_bS`kqe efS`VSdV fWd_e Xad egUZ Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterms (Ua^WUf[hW^k) fZW oKaXf i SdW LWd_ep(+ 9bb^[UST^W KaXf i SdW LWd_e SdW [`UadbadSfWV ZWdW[` Tk fZ[e dWXWdW`UW+ Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms

herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use d[YZf() 'WSUZ S oKa\f i SdW KgTeUd[bf[a`p(7 =SUZ Ka\f i SdW KgTeUd[bf[a` bdah[VWV hereunder will commence on the date the initial credentials for the Software SdW _SVW ShS[ʰST^W 'fZW oKgTeUd[bf[a` KfSdf <SfWp( S`V i[^ Ua`f[`gW [` WX\WUf until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew X\ad Ua`eWUgf[hW a`W '.( kWSd fWd_e 'WSUZ S oJW`W i Sʰ KgTeUd[bf[a` LWd_p() unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be bd[UWV Sf B ; Ä\e fZW`Sbbʰ[USTʰW ^[ef bd[UW X\ad fZSf Ka\f i SdW aXXWd[`Y+ 9`k geW a\ Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

21. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any dWcg[dWV bWd_[f) ^[UW`eW ad dWY[efdSf[a` X\ad ; gefa_Wd Sf ; gefa_Wdqe WjbW`eW and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

22. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

23. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds a` ; gefa_Wdqe YW`WdSʰ ^[ST[^[fk S`V Sgfa ^[ST[^[fk baʰ[U]We+

24. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all ZSISdVe UahWdWV Tk ; gefa_Wdqe [`egdS`UW) [f TW[`Y WjbdWeeʰk SYdWVV S`V understood that no insurance company or insurer will have any right of subrogation against Company.

25. Force Majeure, **Exclusions**. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A o>adUW ES\WgdW =hW`fp [e S Ua`V[f[a` ad WhW`f fZSf [e TWka`V fZW dWSea`STʰW control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control a\ ; a_bS`k+ A\ ; a_bS`kqe bWd\ad_S`UW a\ fZW iad] [e VWʰSkWV) [_bSUfWV) ad prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or [`V[dWUfʰk [`UdWSeWe ; a_bS`kqe Uaef fa bWd\ad_ fZW eWdh[UWe) ; gefa_Wd [e obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

26. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of `WYʰ[YW`UW ad _[egeW a\ Ua_ba`W`fe ad Wcg[b_W`f ad UZS`YWe fa ; gefa_Wdqe premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion 'oE^ ; p((8 USdfd[VYWe YdWSfWd fZS` .3 YdS_e8 YSe hSʰhW installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at B ; Ä\e eaʰW V[eUdWf[a` Sf S` SVV[f[a`Sʰ UZSdYW+ A\ =_WdYW`Uk KWdh[UWe SdW expressly included in the Service Solution, the Agreement price does not include travel expenses.

27. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

28. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion gba` `af[UW fa ; gefa_Wd [X ; a_bS`kqe bWd\ad_S`UW a\ [fe aTʰ[YSf[a`e g`VWd this Agreement becomes impracticable due to obsolescence of equipment at ; gefa_Wdqe bdW_[eWe ad g`ShS[ʰST[^[fk a\ bSdfe+

29. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

30. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, inUʰgV[`Y i[fZagf ^[_[fSf[a` dWSea`STʰW Sffad`Wkeq X\WWe) [` Ua``WUf[a` i[fZ enforcing or attempting to enforce this Agreement.

31. One-Year Limitation on Actions; Choice of Law. For Customers located in the United

States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada,This agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens.* No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim X[def SdaeW+ =jUWbf Se bdah[VWV X\ad ZWdW[`) ; a_bS`kqe Uʰ S[_e _gef Sʰea TW brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

32. Assignment. Customer may not assign fZ[e 9YdWW_W`f i[fZagf ; a_bS`kqe prior written consent. Company may assign this Agreement without obtaining ; gefa_Wdqe Ua`eW`f+

33. Entire Agreement. The parties intend this Agreement, together with any SffSUZ_W`fe ad J[VWde 'UaʰWUf[hWʰk fZW o9YdWW_W`f(to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

34. Headings. The headings in this Agreement are for convenience only.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature.

Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including ^f[fYSf[a`+ ; gefa_Wd SYdWWe fZSf ; a_bS`kqe dWUW[bf Tk XSj aX fZW 9YdWW_W`f signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

37. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

38. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

39. Privacy. A. ***Company as Processor***: Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. ***Company as Controller:*** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, fW^WbZa`W `g_TWde(Se Ua`fda^Wd S`V [` SUUadVS`UW i[fZ ; a_bS`kqe Hd[hSUk Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges ; a_bS`kqe Hd[hSUk Faf[UW S`V efd[Uf^k fa fZW Wjf W`f Ua`eW`f [e _S`VSfad[^k required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing S`V fdS`eXWd Tk ; a_bS`k [e _S`VSfad[^k dWcg[dWV Xda_ ; gefa_Wdqe bWdea``W^ under applicable law, Customer warrants and represents that it has obtained such consent.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

City of De Pere - CPQ-398315

Planned Service Agreement



Johnson Controls Fire Protn LP
1941 Holmgren Way
Green Bay WI54304
US

Proposal Presented On:
04-19-2023

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SERVICE SOLUTION

Customer #: 38870
City of De Pere
Date: 19-Apr-23
Proposal #: CPQ-398315
Term: 1-May-23 to 30-Apr-26

Billing Customer:
De Pere City Hall
335 S Broadway

DE PERE, WI 54115-2526

Service Location:
De Pere City Hall
335 S Broadway,
De Pere, WI 54115-2526

Johnson Controls Fire Protection LP
Sales Representative:
Michael Price
1941 Holmgren Way
Green Bay WI 54304
michael.price@jci.com

INVESTMENT SUMMARY

(***Service Solution Valid for 30 Days***)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
		City of De Pere	$420.61

SYSTEM-FA-SIMPLEX 4100ES

SIMPLEX 4100ES FIRE ALARM PANEL

Customer Pricing Type : Local

Monitoring Account Type: Fire Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 0

Primary Communication: IP (Internet)

Secondary Communication:

Per Point : Yes

ALARM & DETECTION- MONITORING

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.

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SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Monitoring
De Pere City Hall	335 S Broadway,	De Pere	WI	54115-2526	$420.61

ALARM & DETECTION- MONITORING

SYSTEM-FA-SIMPLEX 4100ES

Alarm signal initiated by a fire alarm control panel. Central Station will endeavor to notify the fire department and Customer when an alarm or trouble signal is received. This service includes 1- 800 toll-free signal transmission, 24-hour auto dialer test, and notification of Customer-provided Emergency Call List.

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SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **City of De Pere** and is effective **1-May-23** (the "Effective Date") to **30-Apr-26** (the "Initial Term")**.** Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

Initials

PAYMENT TERMS: *Due Upon Receipt*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: $420.61 - Proposal #: CPQ-398315

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	05/01/2023 - 04/30/2024	$420.61
2	05/01/2024 - 04/30/2025	$420.61
3	05/01/2025 - 04/30/2026	$420.61

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

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Johnson Controls

SERVICE SOLUTION

Multi Year Contract Rider
AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials: ☐

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment is due upon receipt, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:	☐	NO: This signed contract satisfies requirement
	☐	YES: Please reference this PO Number: _____
AR Invoices are accepted via e-mail:	☐	YES: E-mail address to be used: _____
	☐	NO: Please submit invoices via mail
	☐	NO: Please submit invoices via _____

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SERVICE SOLUTION

City of De Pere		Johnson Controls Fire Protection LP	
Signature:	_____	Authorized Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Phone #:	_____	Phone #:	
Fax #:	_____	Fax #:	_____
Email:	_____	License #: (if applicable)	_____
Date:	_____	Date:	_____

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TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-Ugd dW`f fWd_ 'WSUZ S 'o J W`W i S^ LWd_p(+

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and bSkST^W gba` dWea^gf[a`+ HSk_W`f [e S Ua`V[f[a` bdWUWVW`f fa ; a_bS`kqe obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the thenprevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and ; gefa_Wdqe XS[^gdW fa _S]W bSk_W`f [` Xg^^ i ZW` VgW [e S _SfWd[S^ TdWSUZ aX this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any g`bS[V eaXf i SdW ^[UW`eWe) S`V,ad egebW`V ; a_bS`kqe aT^[YSf[a`e g`VWd ad terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is _SVW [` Xg^^+ ; a_bS`kqe W^WUf[a` fa Ua`f[`gW bdah[V[`Y XgfgdW eWdh[UWe VaWe `af) [` S`k i Sk V[_[`[eZ ; a_bS`kqe d[YZf fa fWd_[`SfW ad egebW`V eWdh[UWe ad exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is WjWUgfWV+ AX ; gefa_Wd V[ebgfWe S`k ^SfW bSk_W`f `af[UW ad ; a_bS`kqe WXXadfe to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. ; gefa_Wd SYdWWe fa bSk S^ aX ; a_bS`kqe reasonable collection costs, including legal fees and expenses.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Tern. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any f[_W bd[ad fa eZ[b_W`f S`V dWYSdV^Wee aX ; gefa_Wdqe SUUWbfS`UW aX fZW ; a_bS`kqe bdabaeS^ ad cgafSf[a`) fa dWX^WUf S`k [`UdWSeW [` ; a_bS`kqe Uaef of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are** e^bU\QdUT d_ dXU fQ\eU _V 9ecd_] Ubmc `b_`Ubdi Q^T dXU `b_`Ubdi _V _dXUbc **located on the premises. Customer agrees to look exclusively to** 9ecd_] Ubmc Y^cebUb d_ bUS_fUb V_b Y^ZebYUc _b TQ] QWU Y^ dXU UfU^d _V Q^i **loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service** Y^ Q^i bUc`USd( 9_] `Q^imc \\QR\\Ydi V_b IUbf\SUc `UbV_b ] UT _^**-site at** 9ecd_ ] Ubmc `bU] YcUc cXQ\\ RU \Y] YdUT d_ Q^ QWWbUWQdU Q] _e^d UaeQ\ d_ **the Agreement price (as increased by the price for any additional work) or, where the t**Y] U Q^T] QdUbYQ\ `Qi ] U^d dUb ] Yc cU\USdUT( 9ecd_ ] Ubmc **time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments** Q\\_SQR\U d_ dXU cYdU g XUbU dXU Y^SYTU^d _SSebbUT* 9_] `Q^imc **liability with respect to Monitoring Services is set forth in Section 18 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyberattacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect,** 9_] `Q^imc U] `_iUUc(QWU^dc(_W^SUbc Q^T T^bUSd_bc*

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-LWddad[e_ LWUZ`a^aY[We 'o I 9LLp( g`VWd fZW Kgbbadf 9`f[-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-111 'fZW oK9>=LQ 9Ufp(+ 9e dWcg[dWV g`VWd 3 ;+>+J+ /2+2 'W() fa fZW _Sj[_g_ extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, dWeg^f[`Y Xda_ S` SUf[h[fk dWeg^f[`Y Xda_ S` o9Uf aX LWddad[e_p Se VW[`WV [` 3 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to bU`bUcU^d Yd Y^ Q^i ceSX QSdY_^* 9ecd_ ] Ubmc bUc`_^cYR\\Ydi gYdX bUc`USd **to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 18 of this Agreement.**

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for fourhour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the KWdh[UW Ka^gf[a` 'oKWdh[UWep( XadW a`W ad _adW ekefW_'e(ad Wcg[b_W`f Se VWeUd[TWV [` fZW KWdh[UW Ka^gf[a` ad fZW ^[efWV SffSUZ_W`fe 'o ; ahWdWV KkefW_'e(p(+ MFD=KK GL@=JO^K= KH= ; ^>^=< ^N THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT

DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) [` SUUadVS`UW i[fZ Sbb^[UST^W ^S i S`V _S`g\SUfgdWdeq S`V ; a_bS`kqe recommendations. Customer shall promptly notify Company of any _S^g`Uf[a` [` fZW ; ahWdWV KkefW_'e( i Z[UZ Ua_We fa ; gefa_Wdqe SffW`f[a`+ This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be egT_[ffWV \ad SbbdahS^ Tk ; gefa_Wdqe a`-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other SebWUfe a\[fe Ua_bgfWd `Wf i ad] 'oFWf i ad]p( S`V eZS^ egbb^k ; a_bS`k eWUgdW Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, soff i SdW) ad \[^We 'Ua^WUf[hW^k o<SfSp(bd[ad fa dWUW[h[`Y fZW eWdh[UW ad bdaVgUfe+

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in ; a_bS`kqe ea^W \gVY_W`f) S`k bWd[bZWdS^ VWh[UW ad afZWd ekefW_ Wcg[b_W`f) which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment**.**

12. Reports. Where inspection and/or test services are selected, such [`ebWUf[a` S`V,ad fWef eZS^ TW Ua_b^WfWV a` ; a_bS`kqe fZW` UgddW`f dWbadf form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in SUUadVS`UW i[fZ ; a_bS`kqe fZW`UgddW`f ZagdWk rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the WjWUgf[a` a\fZ[e 9YdWW_W`f) fa fZW TWef a\ ; gefa_Wdqe]`a i ^WVYW fZWdW [e `a7

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- obWd_[f Ua`x[`WV ebSUW)p Se VWx[`WV Tk GK@A for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

9^ a\ fZW STahW SdW ZWdW[`SxfWd dWXWddWV fa Se o@SISdVage ; a`V[f[a`e+p Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of ; a_bS`kqe i ad]) fZW V[eUahWdk a\ egUZ _SfWd[S^e eZS^ Ua`ef[fgfW S` WhW`f TWka`V ; a_bS`kqe Ua`fda^) S`V ; a_bS`k eZS^ ZShW `a aT^[YSf[a` fa \gdfZWd perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, Ua`fS[`_W`f) fdS`ebadf) dW_ahS^) ad V[ebaeS^ 'Ua^WUf[hW^k) fZW o<[eUZSdYW KWdh[UWep(a\S`k ZSISdVage i SefW _SfWd[S^e) ZSISdVage _SfWd[S^e) firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. Covid-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, noticW ad afZWd i [eW) fZSf S`k a\ ; a_bS`kqe bWdea``W^ TW hSUU[`SfWV SYS[`ef Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive OdVWd .1-1/ 'o=`egd[`Y 9VWcgSfW ; GN^< KS\Wfk HdafaUa^e \ad >WVWdS^ ; a`fdSUfadep( S`V >WVWdS^ 9Ucg[e[f[a` Regulation (FAR) 52.223-66 'o=`egd[`Y 9VWcgSfW ; GN^< KS\Wfk HdafaUa^e \ad >WVWdS^ ; a`fdSUfadep(+ 9`k egUZ dWcg[dW_W`f eZS^ a`^k Sbb^k fa ; a_bS`kqe bWdsonnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

17. Other Services.

A.Remote Service. If Customer selects Remote Service, Company shall bdah[VW egbbadf \ad fZW ; gefa_Wdqe ekefW_ Tk i Sk af education, remote assistance and triage that does not require programming changes to the ; gefa_Wdqe bS`W^+ A` SVV[f[a`) JW_afW KWdh[UW VaWe `af [`U^gVW eWdh[UW fa address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while JW_afW KWdh[UW bdah[VWe \ad Ua__g`[USf[a` dWYSdV[`Y ; gefa_Wdqe \[dW S^Sd_ system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement.

CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 18.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

B.Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network Ua``WUf[a` fa YSfZWd Wcg[b_W`f bWd\ad_S`UW VSfS STagf S ; gefa_Wdqe

; ahWdWV =cg[b_W`f Xad ; gefa_Wde ebd[`]^Wd ekefW_ ad X[dW S^Sd_ ekefW_) Se Sbb^[UST^W) fa See[ef B ; A [` SVh[e[`Y ; gefa_Wd a` egUZ Wcg[b_W`fde ZWS^fZ) performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication ZSdV i SdW 'o ? SfW i Sk <Wh[UWp(ad ; gefa_Wd i[^ egbb^k S `Wf i ad] Ua``WUf[a` eg[fST^W fa W`ST^W Ua__g`[USf[a` i[fZ ; gefa_Wde ; ahWdWV =cg[b_W`f [` order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment [`Xad _Sf[a` Xda_ S _aT[^W ad e_Sdf VWh[UW ge[`Y fZW eWdh[UWde _aT[^W ad i WT app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make cZS`YWe fa ; gefa_Wde =cg[b_W`f+ A\ fZW connection is disconnected by Customer, and a technician needs to be V[ebSfUZWV fa fZW ; gefa_Wd e[fW) fZW` fZW ; gefa_Wd i[^ bSk B ; A Sf B ; A/e fZW`- current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 20 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, ; gefa_Wd _Sk gf[^[IW ; a_bS`kde <SeZTaSdV'e( S`V EaT[^[fk 9bb^[USf[a`'e() Se applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at https://www.johnsoncontrols.com/buildings/legal/digital/generaltos.

18. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that ; a_bS`kde ea^W S`V a`^k aT^[YSf[a` g`VWd fZ[e 9YdWW_W`f eZS^ TW fa bdah[VW alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on fZW ; a`fSUf, ; S^ D[ef 'o ; a`fSUfep(S`V,ad DaUS^ = _WdYW`Uk <[ebSfUZ Fg_TWde for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly `af[^k a`W aX fZW ; a`fSUfe+ ; a_bS`k eZS^ `af TW dWeba`e[T^W Xad S ; a`fSUfde ad dWeba`V[`Y SgfZad[fkde dWXgeS^ fa SU] `a i^WVYW,dWeba`V fa ; a_bS`kde notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are SgfZad[IWV fa SUf a` ; gefa_Wde TWZS^X S`V) [X ea VWe[Y`SfWV a` fZW Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may dWefd[Uf ; a_bS`kde ST[^[fk fa bdah[VW fZW S^Sd_ _a`[fad[`Y S`V `af[X[USf[a` services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default eWff[`Ye8 [_b^W_W`fSf[a` aX obSdf[S^ U^WSd f[_W TkbSeep bdaUWVgdWe Sf agd S^Sd_ monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN AD9JE RGF=A F ; MKLGE=J0K HJ=EAK=K 9>L=J L@= INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided g`VWd fZ[e 9YdWW_W`f) bdah[VWe a`^k fZW efSfge aX fZW UW^g^Sd dSV[a g`[fde current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and g`f[^ fZW Ua__g`[USf[a` ^[`] TWfi WW` ; gefa_Wde bdW_[eWe S`V ; a_bS`kde Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**.

B Limitation of Liability; **Limitations of Remedy**. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs**. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement** Q^T QbU e^bU\QdUT d_ dXU fQ\eU _V 9ecd_] Ubmc `b_`Ubdi Q^T dXU `b_`Ubdi **of others located on the premises. Customer agrees to look exclusively** d_ 9ecd_] Ubmc Y^cebUb d_ bUS_fUb V_b Y^ZebYUc _b TQ] QWU Y^ dXU U**vent of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Co**] `Q^imc \YQR\Ydi gYdX bUc`USd d_ **Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred ($2,500) dollars, as agreed upon damages and not as a penalty**(Qc 9ecd_] Ubmc c_\U bU] UTi* leSX ce] cXQ\\ RU S_] `\UdU **and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.**

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Custom Wde YW`WdS^ ^[ST[^[fk S`V Sgfa ^[ST[^[fk ba^[X[U]We+

D. No modification. Modification to Sections 18 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 18 B and/or C, and no such amendment shall be effective g`^Wee SbbdahWV Tk fZW _S`SYWd aX ; a_bS`kde ; W`fdS^ Ea`[fad[`Y ; W`fWd+

E. 9ecd_] Ubmc : edYUc+ A` SVV[f[a` fa ; gefa_Wde Vgfk fa [`VW_`[Xk) VWXW`V) and hold Company harmless pursuant to this Section 18:

i. Customer agrees to furnish the names and telephone numbers of all persons SgfZad[IWV fa W`fWd ad dW_S[` a` ; gefa_Wde bdW_[eWe S`V,ad fZSf eZauld be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees

that it is responsible for any losses or damages due to malfunction, _[eUa_ _g`[USf[a` ad XS[^gdW aX ; gefa_Wdqe ekefW_ fa SUUgdSfW^k ZS`V^W) process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, ad afZWd [`fWddgbf[a` Sf ; gefa_Wdqe bdW_[eWe aX e[Y`S^ ad VSfS fdS`e_[ee[a` through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges aX fW^WbZa`W ^[`We Ua``WUf[`Y ; gefa_Wdqe bdW_[eWe fa ; a_bS`k+ Customer SU]`a i ^WVYWe fZSf S^Sd_ e[Y`S^e Xda_ ; gefa_Wdqe bdW_[eWe fa ; a_bS`k SdW fdS`e_[ffWV ahWd ; gefa_Wdqe fW^WbZa`W ad afZWd fdS`e_[ee[a` eWdh[UW S`V fZSf in the event the telephone or other transmission service is out of order, disconnected, placed on ohSUSf[a`)p ad afZWd i [eW [`fWddgbfWV) e[Y`S^e Xda_ ; gefa_Wdqe S^Sd_ ekefW_ i [^ `af TW dWUW[hWV Tk ; a_bS`k) Vgd[`Y S`k egUZ interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. Authorization. ; gefa_Wd SgfZad[IWe ; a_bS`k) a` ; gefa_Wdqe TWZS^X) fa request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as o ; a_ _g`[USf[a` ; a_bS`kp(+ KZag^V S`k fZ[dV-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. Derived Local Channel. LZW ; a_ _g`[USf[a` ; a_bS`kqe eWdh[UWe provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Co_bS`kqe eWdh[UW _Sd]e ad eWdh[UW `S_We+ LZWeW eWdh[UWe include providing lines, signal paths, scanning and transmission. Customer SYdWWe fZSf fZW ; a_ _g`[USf[a` ; a_bS`kqe ^[ST[^[fk [e ^[_[fWV fa fZW eS_W WjfW`f ; a_bS`kqe ^[ST[^[fk [e ^[_[fWV bgdegS`f fa fZ[s Section 18.

iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM I?=D7B EL;H 9KIJEC;HmI J;B;F>ED; I;HL?9; <EH 7DO H;7IED **INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC.** &kDED-JH7:?J?ED7BJ;B;F>ED; I;HL?9;I'' ?D9BK:; 8KJ 7H; DEJ B?C?J;: JE5&,' BEII E<DEHC7B;B;9JH?9 FEM;H JE 9KIJEC;HmI **PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW**

J>; ?D?J?7B 9ECF7J?8?B?JO E< 9KIJEC;HmI 7B7HC IOIJ;C M?J> **NONTRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL** 9EDD;9J?ED JE 9ECF7DOmI CED?JEH?D= 9;DJ;H 7D: J>7J **CHANGES IN CUSTOME**HmI J;B;F>ED; I;HL?9;mI :7J7 <EHC7J **AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE** 9KIJEC;HmI J;B;F>ED; I;HL?9; KD78B; JE JH7DIC?J 7B7HC I?=D7BI JE 9ECF7DOmI CED?JEH?D= 9;DJ;HI* ?< 9ECF7DO **DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACKUP** C;J>E: E< 9ECCKD?97J?ED JE 9EDD;9J 9KIJEC;HmI 7B7HC **SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT** 9KIJEC;HmI DED-**TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO** 9ECF7DO 7I J>; FH?C7HO C;J>E: JE 9EDD;9J 9KIJEC;HmI **ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL** <?H;9E:;I(7D: J>7J?JI 9KIJEC;HmI E8B?=7J?ED JE 9ECFBO **WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-e[fW hWd[X[USf[a` 'oJg``Wd KWdh[UWp(TWXadW dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party.

COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or VW^Ske Xad S`k `g_TWd aX dWSea`e) i ZWfZWd ad `af agd XSg^f ad g`VWd ; a_bS`kqe control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

19. Limited Warranty. **COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided** g`dX dXU dX`bT `Qbdi ]Q^eVQSdebUbmc gQbbQ^di d_ dXU UhdU^d QfQ`\QR\U(Q^T **Company will transfer the benefits, together with all limitations, of that**]Q^eVQSdebUbmc gQbbQ^di d_ 9ecd_]Ub* **EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

20. Software and Digital Services. Use, implementation, and deployment aX fZW eaXf i SdW S`V ZaefWV eaXf i SdW bdaVgUfe 'oKaXf i SdWp( aXXWdWV g`VWd fZWeW terms shall be subject to, and goved`WV Tk) ; a_bS`kqe efS`VSdV fWd_e Xad egUZ Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterms (Ua^WUf[hW^k) fZW oKaXf i SdW LWd_ep(+ 9bb^[UST^W KaXf i SdW LWd_e SdW [`UadbadSfWV ZWdW[` Tk fZ[e dWXWdW`UW+ Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms

herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use d[YZf() 'WSUZ S oKa\f i SdW KgTeUd[bf[a`p(7 =SUZ Ka\f i SdW KgTeUd[bf[a` bdah[VWV hereunder will commence on the date the initial credentials for the Software SdW _SVW ShS[ʰST^W 'fZW oKgTeUd[bf[a` KfSdf <SfWp( S`V i[^ Ua`f[`gW [` WX\WUf until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew X\ad Ua`eWUgf[hW a`W '.( kWSd fWd_e 'WSUZ S oJW`W i Sʰ KgTeUd[bf[a` LWd_p() unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be bd[UWV Sf B ; Ä\e fZW`Sbbʰ[USTʰW ^[ef bd[UW X\ad fZSf Ka\f i SdW aXXWd[`Y+ 9`k geW a\ Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

21. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any dWcg[dWV bWd_[f) ^[UW`eW ad dWY[efdSf[a` X\ad ; gefa_Wd Sf ; gefa_Wdqe Wj bW`eW and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

22. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

23. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds a` ; gefa_Wdqe YW`WdSʰ ^[ST[^[fk S`V Sgfa ^[ST[^[fk baʰ[U]We+

24. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all ZSISdVe UahWdWV Tk ; gefa_Wdqe [`egdS`UW) [f TW[`Y WjbdWeeʰk SYdWVV S`V understood that no insurance company or insurer will have any right of subrogation against Company.

25. Force Majeure, **Exclusions**. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A o>adUW ES\WgdW =hW`fp [e S Ua`V[f[a` ad WhW`f fZSf [e TWka`V fZW dWSea`STʰW control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control a\ ; a_bS`k+ A\ ; a_bS`kqe bWd\ad_S`UW a\ fZW i ad] [e VWʰSkWV) [_bSUfWV) ad prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or [`V[dWUfʰk [`UdWSeWe ; a_bS`kqe Uaef fa bWd\ad_ fZW eWdh[UWe) ; gefa_Wd [e obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

26. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of `WYʰ[YW`UW ad _[egeW a\ Ua_ba`W`fe ad Wcg[b_W`f ad UZS`YWe fa ; gefa_Wdqe premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion 'oE^ ; p((8 USdfd[VYWe YdWSfWd fZS` .3 YdS_e8 YSe hSʰhW installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at B ; Ä\e eaʰW V[eUdWf[a` Sf S` SVV[f[a`Sʰ UZSdYW+ A\ =_WdYW`Uk KWdh[UWe SdW expressly included in the Service Solution, the Agreement price does not include travel expenses.

27. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

28. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion gba` `af[UW fa ; gefa_Wd [X ; a_bS`kqe bWd\ad_S`UW a\ [fe aTʰ[YSf[a`e g`VWd this Agreement becomes impracticable due to obsolescence of equipment at ; gefa_Wdqe bdW_[eWe ad g`ShS[ʰST[^[fk a\ bSdfe+

29. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

30. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, inUʰgV[`Y i[fZagf ^[_[fSf[a` dWSea`STʰW Sffad`Wkeq X\WWe) [` Ua``WUf[a` i[fZ enforcing or attempting to enforce this Agreement.

31. One-Year Limitation on Actions; Choice of Law. For Customers located in the United

States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada,This agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens.* No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim X[def SdaeW+ =jUWbf Se bdah[VWV Xad ZWdW[`) ; a_bS`kqe Uʰ'S[_e _gef S'ea TW brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

32. Assignment. Customer may not assign fZ[e 9YdWW_W`f i[fZagf ; a_bS`kqe prior written consent. Company may assign this Agreement without obtaining ; gefa_Wdqe Ua`eW`f+

33. Entire Agreement. The parties intend this Agreement, together with any SffSUZ_W`fe ad J[VWde 'UaʰWUf[hWʰk fZW o9YdWW_W`f(to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

34. Headings. The headings in this Agreement are for convenience only.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature.

Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including ^f[fYSf[a`+ ; gefa_Wd SYdWWe fZSf ; a_bS`kqe dWUW[bf Tk ⅈSj aX fZW 9YdWW_W`f signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

37. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

38. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

39. Privacy. A. ***Company as Processor***: Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. ***Company as Controller:*** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, fW^WbZa`W `g_TWde(Se Ua`fda^Wd S`V [` SUUadVS`UW i [fZ ; a_bS`kqe Hd[hSUk Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges ; a_bS`kqe Hd[hSUk Faf[UW S`V efd[Uf^k fa fZW Wjf W`f Ua`eW`f [e _S`VSfad[^k required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing S`V fdS`e\Wd Tk ; a_bS`k [e _S`VSfad[^k dWcg[dWV ⅆa_ ; gefa_Wdqe bWdea``W^ under applicable law, Customer warrants and represents that it has obtained such consent.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

City of De Pere Planned Service Agreements

Proposed Changes to:

CPQ-400734

CPQ-398315

Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, assuming such services performed are not covered under the summary of services included under this Agreement.

Regarding the Terms and Conditions attached to the CPQ proposals referred at the top, both Parties agree to modify the Sections described below, as follows:

2. Payments and Invoicing. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment when due could be considered a material breach of this Agreement. Customer further acknowledges that that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy the right to with notice:

5. Limitation of Liability; Limitations of Remedy. Intentionally Omitted. Customer's liability with respect to Monitoring Services is set forth in Section 18 of the Agreement.

7. Indemnity. Intentionally Omitted. Customer's responsibility with respect to Monitoring Services is set forth in Section 18 of the Agreement.

18. B. Limitation of Liability; Limitations of Remedy. Delete the following sentences from Section 18.B:

> (i) *Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation*.
>
> (ii) *Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert.*

18.C. Indemnity. Delete in its entirety and replace with the following: *Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including, but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action*.

23. Insurance. Intentionally Omitted.

24. Waiver of Subrogation. Intentionally Omitted.

29. Three-Year Limitation on Actions; Choice of Law. The parties agree that any disputes arising out of this Agreement shall be determined exclusively by the Wisconsin courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Wisconsin courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than three years after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

35. Legal Fees. Company or Customer shall each be entitled to recover from the other party to this Agreement all reasonable legal fees incurred in connection with Company or Customer enforcing the terms and conditions of this Agreement.

City of De Pere	**Johnson Controls Fire Protection LP**
Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Phone #: _____	Phone #:
Fax #: _____	Fax #: _____
Email: _____	License #: _____ (if applicable)
Date: _____	Date: _____

CITY OF DE PERE
MEMO

To: Mayor James G. Boyd, Chair
Finance & Personnel Committee Members/Common Council

From: Eric Erdman, Assistant City Attorney

Date: August 8, 2023

RE: Discussion and Possible Action on Johnson Controls Agreements

In connection with a requested review of the City's various fire alarm inspection and monitoring agreements with Johnson Controls Fire Protection LP (the "Company"), staff identified and negotiated necessary revisions that are generally applicable to each of the four (4) agreements. Those changes are summarized as follows:

- Removal of language that limited the City's ability to dispute the validity of invoices and insertion of language clarifying that additional Company invoices should only be generated when the services are not covered under the scope of the services agreement.
- Company would provide the City with notice prior to the Company exercising its options in connection with a material breach of an agreement.
- Deletion of the requirement that the City look exclusively to its insurer to recover for injuries or damage in the event of loss or injury and the requirement that the City waive its subrogation right of recovery against the Company.
- Deletion of the language requiring that the City exempt the Company from liability for occurrences which its equipment or service was designed to detect or avert.
- Revision of the City's agreement to indemnify, hold harmless and defend the Company against loss from any act or omission of the City only, instead of both the City and Company.
- Deletion of provisions requiring the City to name the Company as an additional insured on its liability policies.
- Lengthen the time frame that a claim can be brought against the Company from one to three years.
- Clarification of the choice of law section so that Wisconsin is listed as the proper forum.
- Expansion of the provision regarding the Company's ability to recover reasonable legal fees in connection with enforcing the terms and conditions of the agreement to allow for the City to also recover such reasonable fees.

Staff recommends approving the agreements with the proposed revisions.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 15, 2023**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #23-85 Approving State/Municipal Agreement for a State-LET Urbanized Area STP-Urban Project (1st Revision) (Lawrence Drive Reconstruction).**

The Board of Public Works at the August 7, 2023 meeting approved Revision #1 of the State/Municipal Agreement with WisDOT for STP-Urban Project on Lawrence Drive and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso23-85 (PDF)
- 2023 0807 CE_WisDOT_Amended_SMA (PDF)
- 4985 00 61_62 C DePere Lawrence Drive REV1 07_13_2023 (PDF)

RESOLUTION #23-85

APPROVING STATE/MUNICIPAL AGREEMENT FOR A STATE-LET
URBANIZED AREA STP-URBAN PROJECT (1ST REVISION)
(Lawrence Drive Reconstruction)

WHEREAS, pursuant to Wis. Stats. § 66.0301 and § 86.25, the City has obtained grant aid from the Wisconsin Department of Transportation (WisDOT) Urbanized Area Surface Transportation Urban Program (STP-Urban), pursuant to a State/Municipal Financial Agreement for a State – Let Highway Project (SMA), authorized by Resolution #20-66, for reimbursement of 80% of eligible project costs up to the awarded funding limit of $2,904,840 for reconstruction of Lawrence Drive from Fortune Avenue to Scheuring Road; and

WHEREAS, the WisDOT is requesting to revise this SMA to outline non-participating work necessary to complete the project that will be undertaken by the City (and not eligible for the cost-share), including the adjustment of sanitary sewer manholes and water valves during construction; and

WHEREAS, the attached State/Municipal Financial Agreement (1st Revision) incorporates the revised scope of work and supersedes the Agreement authorized by Resolution #20-66; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends that the City enter into the attached State/Municipal Agreement (1st Revision).

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is hereby authorized and directed to enter into the attached State/Municipal Agreement for a State-Let Urbanized Area STP-Urban Project (1st Revision), I.D. 4985-00-61/62 as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of August, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/07/2023

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Chase K. Kuffel, PE, Assistant City Engineer
Date: August 7, 2023

RE: **Consideration and possible action on approval for Revision #1 of the State/Municipal Agreement with WisDOT for a STP-Urban Project on Lawrence Drive**

In June of 2020, the City obtained a STP-Urban grant and entered into a State/Municipal Agreement (SMA) with the Wisconsin Department of Transportation (WisDOT) for the reconstruction of Lawrence Drive from 500 feet south of Fortune Avenue to Scheuring Road. Under this program, the City receives grant funding for up to 80% of eligible project costs. The City has retained Mead and Hunt to complete the design and manage this project.

WisDOT is requesting to revise this SMA to outline non-participating work necessary to completely finish the project that will be undertaken by the City. This work includes the adjustment of sanitary sewer manholes and water valves during construction. This work is not eligible for the 80% cost share and would be entirely funded by the City at the time of construction in 2024. Both the sanitary sewer and water mains on this portion of Lawrence Drive are located within the grass terrace so a minimal amount of adjustment would be required as part of this project. WisDOT estimated this work to be approximately $3,000 as noted in the revised SMA.

Staff recommends that BOPW approve Revision #1 of the State/Municipal Agreement and forward the agreement to the Common Council for approval. Funding for the revision will be included in the 2024 construction budget.

ATTACHMENT

- 1st Revision of the State/Municipal Agreement for a State-Let Urbanized Area STP-Urban Project

1st Revision **STATE/MUNICIPAL AGREEMENT FOR A STATE- LET URBANIZED AREA STP-URBAN PROJECT** *This agreement supersedes the agreement signed by the Municipality on January 22, 2020 and signed by DOT on January 23, 2020.* **Program Name: URBANIZED AREA STP-URBAN** **Population Group: over 200,000** **Sub-program #: 206** **Cycle: 2020-2025**	Revised Date: JULY 13, 2023 Date: JUNE 2, 2020 I.D.: 4985-00-61/62 Road Name: LAWRENCE DRIVE Limits: FORTUNE AVENUE – SCHEURING ROAD County: BROWN Roadway Length: 0.53 MILES Functional Classification: MINOR ARTERIAL Project Sponsor: CITY OF DE PERE

The signatory, City of De Pere, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **The existing roadway is a 4-lane concrete roadway with an overall total pavement width of 43'. The roadway has an urban cross section with widen shoulders and curb and gutter. The last improvement was in 1986. The roadway has a pavement rating of 5. There are no existing sidewalks or bicycle accommodations.**

Proposed Improvement - Nature of work: **The proposed project is to reconstruct Lawrence Drive with a 46 - 54-foot wide 2-lane urban cross section with a TWLTL, bike lanes, curb and gutter, sidewalks and storm sewer replacements from approximately 1000 feet north of Fortune Avenue to the southern project limits. A pedestrian refuge island at an existing trail crossing approximately 1000 feet north of Fortune Avenue. Rapid rectangular flashing beacons will be installed at the crossing. Lawrence Drive will be reconstructed as a 4-lane urban cross section with bike lanes, curb and gutter and sidewalk from 1000 feet north of Fortune Avenue to the north project limits. Street lighting will be replaced. Pavement markings and signing. Real estate acquisition is anticipated to be primarily temporary limited easements.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **Sanitary manhole and water valve adjustments.**

The Municipality agrees to the following 2020-2025 Urbanized Area project funding conditions:

Project design and construction costs are funded with up to 80% federal funding up to a funding limit of $2,904,840. The Municipality agrees to provide the remaining 20% and any funds in excess of the $2,904,840 federal/state funding limit. **Real estate is 100% locally funded by the Municipality.** Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2024. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2020-2025 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal or State funding exceed the estimate of $2,904,840 in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

	SUMMARY OF COSTS				
PHASE	**Total Est. Cost**	**Federal Funds**	**%**	**Municipal Funds**	**%**
ID 4985-00-61					
Design	**$559,900**	**$447,920**	**80%***	**$111,980**	**20%+ BAL**
State Review	**$22,200**	**$17,760**	**80%***	**$4,440**	**20%+ BAL**
ID 4985-00-62					
Participating Construction	**$2,545,000**	**$2,036,000**	**80%***	**$509,000**	**20%+ BAL**
Non-Participating Construction	**$3,000**	**$0**	**0%***	**$3,000**	**100%**
State Review	**$503,950**	**$403,160**	**80%***	**$100,790**	**20%+ BAL**
Total Est. Cost Distribution	**$3,634,050**	**$2,904,840**	**N/A**	**$729,210**	**N/A**

*Design ID# 4985-00-61 federal funding is limited to **$465,680**.
*Construction ID# 4985-00-62 federal funding is limited to **$2,439,160**.

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality. Signed for and in behalf of: **City of De Pere** (please sign in blue ink.)		
Name	Title	Date
Signed for and in behalf of the State:		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal funding.

3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

    a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)

    b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

    c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.

    d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.

    e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.

    f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.

    g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.

    h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin’s approved 2020-2025 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.

c. Storm sewer mains necessary for the surface water drainage.

d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

f. Signing and pavement marking.

g. New installations or alteration of street lighting and traffic signals or devices.

h. Landscaping.

i. Preliminary engineering and design.

j. State review services.

5. The work will be administered by the State and may include items not eligible for federal participation.

6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2020-2025 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.

a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.

c. Detour routes and haul roads. The municipality is responsible for determining the detour route.

d. Conditioning, if required and maintenance of detour routes.

e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

f. All work related to underground storage tanks and contaminated soils.

g. Street and bridge width in excess of standards, in accordance with the current *WisDOT Facilities Development Manual*.

h. Real estate for the improvement

i. Other 100% Municipality funded items: None identified.

8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.

9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.

10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat.51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.

12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal financing commitments or are ineligible for federal financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.

13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2020-2025 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

15. The Municipality will at its own cost and expense:

    a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.

    b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during construction.

    c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

    d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

    e. Provide complete plans, specifications, and estimates to State upon request.

    f. Provide relocation orders and real estate plats to State upon request.

    g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

    h. Provide maintenance and energy for lighting.

i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.

d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the Federal Highway Administration.

e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under Municipal Responsibilities and Requirements.

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.

18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or

because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

19. Contract modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.

20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.

21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

23. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

    In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following 2020-2025 Urbanized Area STP-Urban project funding conditions:

    a. ID 4985-00-61: Design is funded with 80% federal funding, when the Municipality agrees to provide the remaining 20%. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

    b. Real estate is funded 100% by the Municipality. Real estate acquisition is 100% the responsibility of the Municipality.

    c. ID 4985-00-62: Construction:

        i. Costs for roadway reconstruction are funded with 80% federal funding when the municipality agrees to provide the remaining 20%.

        ii. Non-participating costs are funded 100% by the Municipality. Costs include construction delivery.

        iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

[End of Document]

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 15, 2023**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #23-86 Approving WisDOT – Municipal Agreement for Street Lights.**

The Board of Public Works at the August 7, 2023 meeting approved WisDOT-Municipal Agreement for Street Lights and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

The City received a grant for $45,528 for replacing existing street light fixtures with LED fixtures. As part of the grant requirements the City will need to approve and sign the attached State / Municipal agreement (SMA). (See attached agreement) The City is responsible for contributing $11,382 towards the LED fixtures.

Staff recommends the BOPW approve this agreement and forward to Council for approval.

ATTACHMENTS:

- Reso23-86 (PDF)
- 4985 06 70 C DEPERE ORG SMA 06052023 - Street Light Grant (PDF)

RESOLUTION #23-86

APPROVING STATE/MUNICIPAL AGREEMENT FOR CARBON REDUCTION PROGRAM PROJECTS
(Grant for Street Light Upgrades)

WHEREAS, Wis. Stats. § 66.0301(2), permits the City to enter into intergovernmental cooperation agreements with the State of Wisconsin Department of Transportation to initiate and effect transportation projects; and

WHEREAS, the City was awarded a federally-funded grant to replace existing street light fixtures with LED fixtures; and

WHEREAS, the State/Municipal Agreement for Carbon Reduction Program Projects (I.D. 4985-06-70) attached hereto, provides the summary of cost distribution for the project, with federal funding in the amount of $45,528 (80%) and City funding in the amount of $11,382 (20%) and outlines the responsibilities of each party to complete the project under the timeframe indicated therein; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is hereby authorized and directed to enter into the attached State/Municipal Agreement for Carbon Reduction Program Projects, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of August, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/07/2023

STATE/MUNICIPAL AGREEMENT FOR CARBON REDUCTION PROGRAM PROJECTS Subprogram #: 206 Program Name: Carbon Reduction Program (CRP)	Date: 6/5/2023 I.D.: 4985-06-70 **WisDOT UEI #:** CBE4JHP1S8H7 **Project Sponsor UEI #:** TBD Project Title: C DEPERE – STREET LIGHTING Location/Limit: C DEPERE – VARIOUS STREET LCOATIONS Project Length (if applicable): N/A Project Sponsor: **CITY OF DE PERE** County: BROWN MPO Area (if applicable): GREEN BAY

The signatory, the **CITY OF DE PERE**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Authority for the State to enter into this agreement is 23 U.S.C. 175(c), 23 USC, Section 503(c)(4)(E), and implementing federal requirements in the Code of Federal Regulations to the extent authorized by the Resolution approved on February 15, 2023 by the Wisconsin Legislature's Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation's plan to appropriate federal aid.[Dan comment, recommend checking with DTIM's legislative liaison to see if there is a more formal way to describe the JFC action]

Authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by s. 66.0301(2), Wis. Stats

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Roadway/Equipment - Describe and give reason for request: The City of De Pere has a goal to replace all street lighting fixtures to LED to reduce energy consumption for the future allowing more item to use electric power and not overload the power grid. The city has replaced 56 fixtures in the last two years and still has a total of 482 high-pressure sodium lights and 36 metal halide lights throughout the city.

Proposed Improvement - Nature of work: The proposed improvement includes purchasing LED fixtures to replace their high-pressure sodium and metal halide street lighting throughout the city. This will allow the City of De Pere to make progress toward their goal of upgrading all street lighting fixtures to LED.

The Project Sponsor agrees to the following project funding conditions:

All Project Sponsors and processes, including environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of **$45,528** for all federally funded project phases when the Project Sponsor agrees to provide funds in excess of the federal funding maximum, in accordance with CRP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any

work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is currently scheduled in State Fiscal Year **2024**. Sunset Date: **June 30, 2029**

Sunset Date is determined based on the date a project is scheduled to be authorized. All projects must be completed by **6/30/2029**.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

	SUMMARY OF COSTS				
PROJECT TYPE	**Total Est. Cost**	**Federal Funds**	**%**	**Project Sponsor Funds**	**%**
ID 4985-06-70					
Participating Construction	$56,910	$45,528	80%	$11,382	20%+BAL
Non-participating Construction	$0	$0	0%	$0	100%
Total Est. Cost Distribution	**$56,910**	**$45,528**	**MAX***	**$11,382**	**N/A**

*This project has a CRP federal funding maximum of **$45,528**. This maximum is cumulative for all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 3–9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived, or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and on behalf of: **City of De Pere** (please sign in blue ink)

Name	Title	Date

Signed for and on behalf of the **State**_____(please sign in blue ink)

Scott Nelson, P.E.	Northeast Region SPO Manager	
Name	***Title***	***Date***

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation.* The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

    a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).

    b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

    c. Federal and state legal requirements that govern the CRP Program, including but not limited to 23 USC, Section 175 to the extent authorized by the Resolution approved on February 15, 2023 by the Wisconsin Legislature's Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation's plan to appropriate federal aid.[GDAD1]

4. Additional applicable state and federal requirements may include, but are not limited to, the following:

    a. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.

    b. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Carbon Reduction Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

    a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind. (ROW projects to improve traffic flow may not allow for the construction of new capacity.

    b. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, and staking)

    c. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects. [GDAD2][SJD3]

    d. New installations or alteration of street lighting, traffic signals or traffic control devices, and advanced transportation technologies.

e. State Review Services.

6. Project items purchased with federal funding are for the primary use of the CRP project.

7. State Disbursements:

   a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.

   b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the CRP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project. [GDAD4]

   a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities. (ROW projects to improve traffic flow may not allow for the construction of new capacity)

   b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.

   c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.

   d. Conditioning, if required and maintenance of detour routes.

   e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

   f. All work related to underground storage tanks and contaminated soils.

   g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM). [GDAD5][SJD6]

   h. Preliminary Engineering.

9. The work eligible for Federal participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to 23 U.S.C. Section 175 to the extent authorized by the Resolution approved on February 15, 2023, by the Wisconsin Legislature's Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation's plan to appropriate federal aid.

10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR Part 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

11. The improvement will be completed in conformance with the e standards in this agreement unless an exception to standards is granted by the State in writing prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.

12. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a

manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.

13. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.

14. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.

15. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.

16. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.

17. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.

18. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and its auditors to have access to the Project Sponsor's records and financial statements as necessary for the State, per 2 CFR 200.331(a).

19. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.

20. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), Wis. Stats., sexual orientation as defined in s. 111.32 (13m), Wis. Stats. or national origin.

21. When applicable to the project, the Project Sponsor will at its own cost and expense:

    a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.

    b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

    c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

e. Provide relocation orders and real estate plats and easements, as required by the project.

f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

g. Provide maintenance and energy for lighting.

h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism, or other cause.

22. It is further agreed by the Project Sponsor that:

a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement. (ROW Projects must not include construction of new capacity)

b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer, or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.

d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

23. The subject **project must be completed by the project sunset date, listed on page 2** of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

24. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the

Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.

b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

25. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;

b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;

d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and

e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.

26. *Contract Modification: This State/Municipal Agreement* can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived, or terminated orally.

27. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors, and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

28. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and, in any deed, executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
29. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

30. Non-Appropriation of Fund: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

31. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

    In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

    Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq. and shall be preserved by the Project Sponsor.

32. The Project Sponsor agrees to the following Federal Fiscal Year 2023 CRP project funding conditions:

    a. ID 4685-06-70: Construction:

        i. Costs for purchase of LED light fixtures and any related review costs are funded with 80% federal funding up to a **$45,528** funding limit when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.

    b. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CRP program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of **$45,528** is cumulative for all federal funded project phases.

[End of Document]

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 15, 2023**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #23-87 Authorizing Agreement for Cleaning Services Between the City of De Pere and Cleaning Solution Services, Inc. (Municipal Service Center, Community Center, Police Department and City Hall).**

The Board of Public Works at the August 7, 2023 meeting approved award of Cleaning Contracts for City Buildings to Cleaning Service Solutions and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso23-87 (PDF)
- Cleaning Solution Services 8-23-106-001-02w-exhibits(PDF)
- Bid Proposal for cleaning contract Memo (PDF)
- City Cleaning contract RFP (PDF)
- Cleaning Service Solutions Quote (PDF)
- Environment Control quote (PDF)
- Coverall Quotes (PDF)

RESOLUTION #23-87

AUTHORIZING AGREEMENT FOR CLEANING SERVICES BETWEEN
THE CITY OF DE PERE AND CLEANING SOLUTION SERVICES, INC.
(Municipal Service Center, Community Center, Police Department and City Hall)

WHEREAS, Cleaning Solution Services, Inc. ("CSS") is a commercial and institutional contract cleaning company available and willing to provide staff capable of performing cleaning services at the City's Municipal Service Center, Community Center, Police Department and City Hall; and

WHEREAS, City wishes to contract with CSS for such services and CSS desires to perform those services in accordance with the terms and conditions of the Agreement for Cleaning Services attached hereto and incorporated herein by reference; and

WHEREAS, the Board of Public Works has reviewed such Proposal and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Agreement for Cleaning Services Between the City of De Pere and Cleaning Solution Services, Inc. (Municipal Service Center, Community Center, Police Department and City Hall), subject to such revisions and deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of August, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/07/2023

AGREEMENT FOR CLEANING SERVICES BETWEEN
THE CITY OF DE PERE AND CLEANING SOLUTION SERVICES, INC.
(Municipal Service Center, Community Center, Police Department and City Hall)

THIS AGREEMENT is made as of the 1st day of September, 2023, by and between the City of De Pere, a municipal corporation ("City") and Cleaning Solution Services, Inc., a Wisconsin corporation ("CSS").

WHEREAS, CSS is a commercial and institutional contract cleaning company available and willing to provide staff capable of performing cleaning services at the City's Municipal Service Center, Community Center, Police Department and City Hall; and

WHEREAS, City wishes to contract with CSS for such services and CSS desires to perform those services as more fully set forth below.

NOW, THEREFORE, upon the mutual covenants contained herein, together with such other consideration, the sufficiency of which is hereby acknowledged**,** the parties agree as follows:

1. This contract period shall commence as of September 1, 2023, and shall end August 31, 2026. The parties may, upon written Extension to this Agreement, renew for an additional two (2) years upon the same terms and conditions of this Agreement.

2. CSS shall assign such employees as are necessary to perform such cleaning services as described in Exhibit A for Municipal Service Center, Exhibit B for Community Center, Exhibit C for Police Department and Exhibit D for City Hall.

3. CSS is an independent contractor of City and shall not, at any time, directly or indirectly, act as an agent, or employee of City, nor shall CSS or its employees make any commitment or incur any liability of behalf of the City of De Pere.

4. All personnel utilized in the services performed under this Agreement shall be employees of CSS. The City shall not be considered an employer of any such personnel for any reason whatsoever. The City shall not hire any CSS employee to perform janitorial or similar services during any of the terms of this Agreement and for 180 days thereafter.

5. CSS will be provided certain keys to city facilities pursuant to this Agreement. CSS and its employees are not authorized to have copies or replicas of any city facility key made under this Agreement. If a key is misplaced, lost or broken, CSS shall report the same immediately to City. City shall determine if a substitute key is provided or if access by CSS to City facilities should be provided in a different manner. Failure of CSS or its employees, agents or independent contractors to comply with this paragraph is cause for immediate termination of this Agreement.

6. CSS shall maintain and carry general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability with limits of not less than $1,000,000.00 per occurrence, with additional umbrella liability insurance of not less than $2,000,000.00; automobile bodily injury and property damage liability covering owned, non-owned and rented or hired cars in the amount of $1,000,000.00. Such policy shall contain a provision requiring the insurer to notify City of cancellation or termination and coverage at least 30 days prior to the effective date of the same. Further, CSS agrees to and does indemnify and hold harmless the City of De Pere, its agents, employees, officials, and officers, from any and all liability, loss, damages, demands, suits, and/or judgments arising out of this Agreement. This indemnification shall include, but is not limited to, attorney fees, costs, or expenses

incurred by the City in defense of any demands, suits, or judgments arising from actions arising as a direct and proximate result of the services provided under this Agreement.

7. CSS shall provide City with a certificate or certificates of insurance indicating all types of insurance policies required hereunder and naming the City of De Pere as an additional insured thereunder for purposes of this Agreement on the general liability policy issued to CSS, together with a copy of the additional insured endorsement(s) applicable to such policy(ies).

8. CSS shall provide all safety measures and equipment necessary for its personnel utilized to perform cleaning services and shall assume all risks incurred in performing services hereunder.

9. CSS shall furnish all supplies, materials and equipment necessary for its performance hereunder without additional cost to City. City shall designate an area in the Municipal Service Center, Community Center, Police Department and City Hall where CSS may store its cleaning supplies and equipment. Said supplies and equipment shall remain the property of CSS and City shall have no interest in such equipment. CSS shall also provide a logbook for City staff to communicate concerns or special needs with CSS personnel. CSS staff shall reference the logbook each day it provides service.

10. CSS shall provide only competent, qualified, careful, and efficient personnel who, subject to Wis. Stats. §111.335, do not have misdemeanor or felony conviction(s), the circumstances of which substantially relate to the cleaning services to be provided hereunder and whose work ethic and practices shall conform with the best and highest applicable standards of the industry. Further, CSS shall, upon request of City, remove from service under this Agreement, any of its personnel who, in the sole opinion of the City, have engaged in

improper conduct or are not otherwise qualified to perform the work assigned to them.

11. CSS shall provide direct supervision of its employees through a designated representative, who will be available at all reasonable times to report and confer with the City and its agents with respect to the services rendered hereunder.

12. For the first term of this Agreement (September 1, 2023–August 31, 2026), the City shall pay CSS pursuant to the schedule of prices as listed on the CSS Proposal attached as Exhibit E. If the Agreement is renewed upon mutual written agreement for an additional two (2) year period, the rate City shall pay CSS shall be calculated as provided in Exhibit E.

13. CSS shall invoice City monthly for the services provided hereunder in accordance with Exhibit E. Payment by City shall be made within 30 days of invoice.

14. If either party is in default of their obligations under this Agreement, the other party may provide written notice of default. If the default is not cured or resolved within 30 days of the written notice, the non-defaulting party may terminate this Agreement by providing written notice thereof to the other party. The termination shall be effective 15 days after the notice of termination date.

15. Each location identified in Exhibits A (Municipal Service Center), B (Community Center), C (Police Department) and D (City Hall) shall be considered a separate location for purposes of determining whether the services described therein are being inadequately performed and in default of this Agreement. A default in CSS's obligations as to any location or locations may be considered a default of the Agreement and City may seek to cancel or not renew any location while remaining under contract for the other location(s).

16. Written notice permitted or required hereunder shall be provided via certified mail addressed as follows:

To City:

City Clerk
City of De Pere, City Hall
335 South Broadway Street
De Pere, WI 54115

To CSS:

Cleaning Solution Services, Inc.
c/o Fred William (Bill) Fielder III
W5037 Amy Avenue; Suite 9
Kaukauna, WI 54130-8530

17. CSS acknowledges that it is a independent consultant to the City and that, as such, Wis. Stats. §19.36(3) applies to records produced pursuant to this Agreement. Specifically, CSS acknowledges that records produced pursuant to this Agreement are subject to the public records law to the extent they would otherwise be if maintained by the City. CSS agrees that, within 10 business days of a written request from City, it shall forward to City any records held by CSS that are responsive to the request. Such records shall be in the format requested by City provided that the records are kept and maintained in that format. CSS further agrees to indemnify the City from all costs City incurs should CSS fail to comply with these requirements.

18. This Agreement, together with its attachments, is the entire Agreement between the parties. Any revisions hereto, shall be in writing, signed by both parties.

19. In the event of breach of this Agreement, the breaching party agrees to pay all reasonable attorney fees, collection fees and associated costs attributable to enforcing this

Agreement.

20. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

21. Neither CSS nor City shall have the right to assign this Agreement, or any rights or obligations hereunder without the written consent of the other party.

22. Neither CSS nor City shall be considered in breech or default of its obligations under this Agreement in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond their control and without fault, or negligence, including, but not limited to, acts of God, force majeure, acts of the public enemy, fires, floods, epidemics, quarantines restrictions, strikes, embargos, unavailable materials, breach of contracts by contractors or subcontractors, and unusually severe weather or delays due to such causes. In the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of either CSS or City, shall be extended for the period of the forced delay as determined in good faith by City.

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

CLEANING SOLUTION SERVICES, INC.
By:

Fred William (Bill) Fielder III
President

CITY OF DE PERE
By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

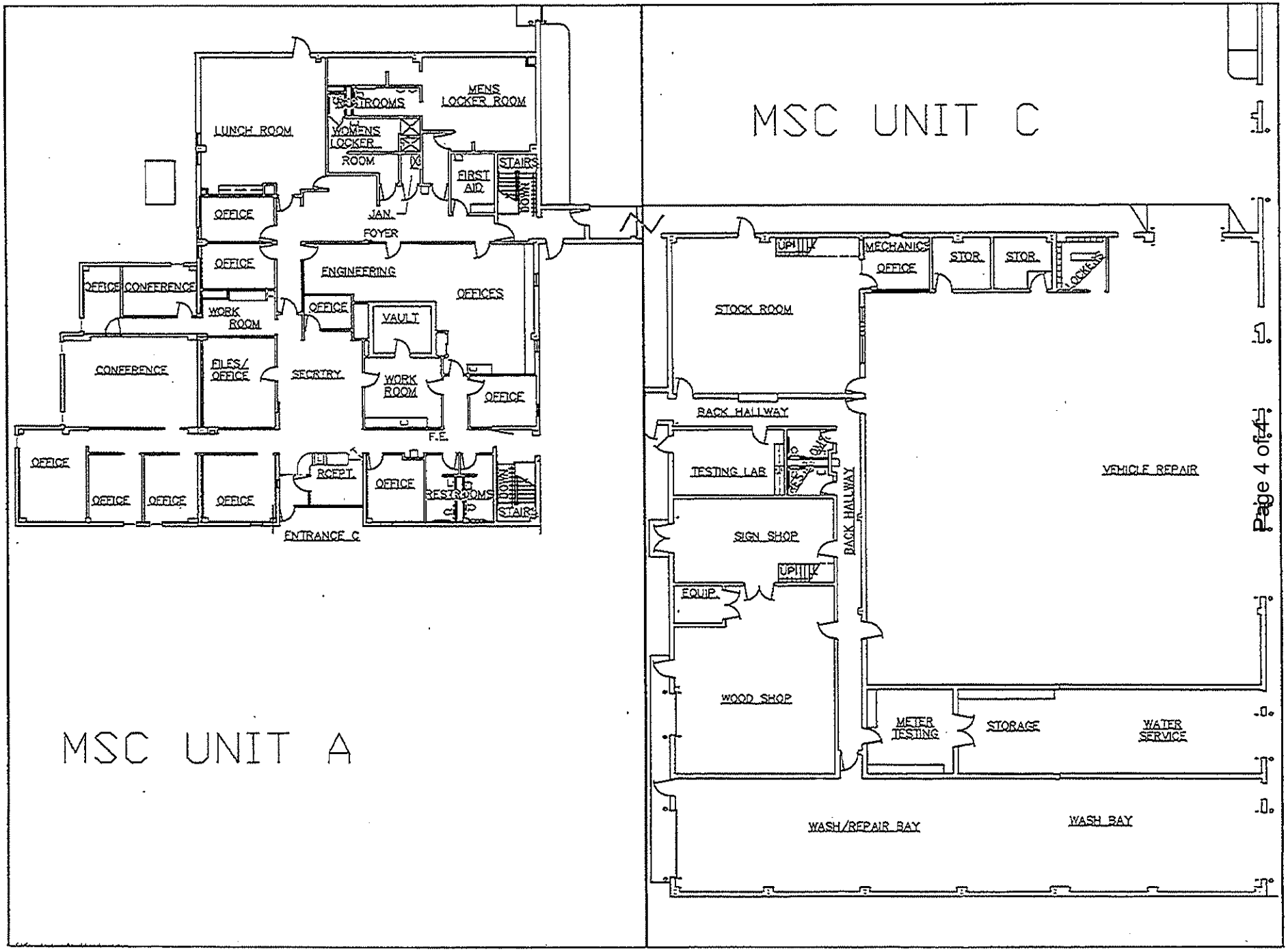
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MUNICIPAL SERVICE CENTER

Location	Frequency	Task
Unit A Offices Secretary Offices Conference Rooms Engineering Offices Reception Area Work Room Foyer Entrances Stairwells First Aid Station	Daily	• Clean entry glass. • Vacuum traffic lanes, open areas of carpeting and walk-off mats. • Check carpet daily for spots and remove if possible. • Sweep and damp mop all hard flooring and spot clean spills. • Spot clean smudges and fingerprints on doors, frames, wall, switch plates, interior windows. • Clean entrance doors and partition glass of smudges and fingerprints. • Empty all recycling and waste receptacles, change liners as needed. • Wipe down conference room tables and straighten chairs. • Clean and sanitize all drinking fountains. • Shut off light and secure building.
	Weekly	• Dust and wipe off desk work areas. The day shall be designated by the staff and all work areas shall be cleared off if staff would like work area cleaned. • Damp mop all hard flooring with neutral cleaner or disinfectant. • Dust file cabinets, windowsills, ledges, stands, tables, and all flat surfaces. • Damp wipe with disinfectant – telephones and shared door knobs and hand rails. • Dust all computer monitors and screens, damp wipe all marker boards. • Damp wipe all wastebaskets as needed. • Vacuum entire carpeted areas, under desks, tables, etc... • Spot clean interior office door glass. • Dust corners and edges for cobwebs. • Sweep and mop stairwells.
	Monthly	• Dust and damp wipe baseboards and moldings • Dust or vacuum ceiling vents. • Vacuum upholstered furniture and perimeters • Dust mini blinds • Buff tile flooring • Spot clean upholstered chairs.
Unit C Mechanics Office	1 Time Per Week	• Dust and wipe down desk work areas. Work area shall be cleared off by staff. • Empty all recycling and waste receptacles, change liners as needed. • Damp mop all hard flooring with neutral cleaner or disinfectant. • Damp mop all hard flooring with neutral cleaner or disinfectant.

Unit A Restrooms Locker Room	Daily	• Clean and sanitize urinals and toilets inside and out. • Empty all recycling and waste receptacles, change liners as needed. • Clean and refill all dispensers, toweling, hand soap, toilet paper, etc… • Clean and polish all mirrors and bright work. • Clean all sinks, counter tops, and plumbing fixtures with germicidal cleaner. • Sweep and damp mop all tile floors with germicidal cleaner.
	Monthly	• High and low dusting. • Vacuum air vents and diffusers. • Dust light fixtures. • Damp wipe baseboards and kick plates. • Dust partition ledges and wipe partition walls from fingerprints and smudges.
Unit A Lunch Room Work Room	Daily	• Clean all sinks, counter tops with germicidal cleaner. • Wipe down all table tops. • Spot clean as needed, behind wastebaskets, etc… • Damp wipe inside and outside microwave. • Empty all recycling and waste receptacles, change liners, etc… • Dust and damp mop all tile floors with germicidal cleaner.
	Monthly	• Wipe down the outside of the refrigerator. • Dust corners, ledges, picture frames, baseboards, and woodwork. • High and low dusting. • Vacuum air vents and diffusers.
Unit C Hallways	3x/week	• Sweep and mop all VCT flooring. • Spot clean smudges and fingerprints on doors, frames, wall, switch plates, interior windows.
	Monthly	• Dust or damp wipe baseboards and moldings. • Dust or vacuum ceiling vents. • Vacuum upholstered furniture and perimeters.
Unit C Restrooms	3x/week	• Clean and sanitize urinals and toilets inside and out. • Empty all waste receptacles, change liners. • Clean and refill all dispensers, toweling, hand soap and toilet paper, etc… • Clean and polish all mirrors and bright work. • Clean all sinks, counter tops and plumbing fixtures with germicidal cleaner. • Sweep and damp mop all tile floors with germicidal cleaner.
	Monthly	• High and low dusting. • Dust light fixtures. • Vacuum air vents and diffusers. • Damp wipe baseboards and kick plates. • Dust partition ledges and wipe partition walls from fingerprints and smudges.

Unit A General Office Area	April and October	• Special twice per year cleaning of carpets. • Outside Window Cleaning
Closing Instructions	5 Times Per Week	• Clean janitor closet. • Turn off designated lights. (as instructed) • Lock doors. (as instructed)
Cleaning Supplies		• All cleaning supplies to be provided by cleaning company. • All paper products supplied by the MSC.


MSC UNIT C
MSC UNIT A
LUNCH ROOM
RESTROOMS
MENS LOCKER ROOM
WOMENS LOCKER ROOM
FIRST AID
STAIRS
DOWN
OFFICE
JAN.
FOYER
ENGINEERING
OFFICES
OFFICE
CONFERENCE
WORK ROOM
VAULT
FILES/ OFFICE
SECRTRY.
F.E.
RCEPT.
RESTROOMS
ENTRANCE C
UP
MECHANICS OFFICE
STOR.
LOCKERS
STOCK ROOM
BACK HALLWAY
TESTING LAB
SIGN SHOP
EQUIP.
WOOD SHOP
VEHICLE REPAIR
METER TESTING
STORAGE
WATER SERVICE
WASH/REPAIR BAY
WASH BAY

COMMUNITY CENTER

Location	Frequency	Task
Community Center – Upper Offices Pine Rm Hickory Room Oak Room Community Center – Lower Offices Maple Room Spruce Room Lounge Area Office/Laundry Rm.	4 times per week/Monday, Tuesday, Thursday & Friday All cleaning times can be done in the evening or morning after work hours.	• Clean entry glass. • Vacuum traffic lanes, open areas of carpeting and walk-off mats. • Check carpet daily for spots and remove if possible. • Dust and damp mop all hard flooring and spot clean spills. • Clean and sanitize tables and countertops. • Spot clean smudges and fingerprints on doors, frames, wall, switch plates, interior windows. • Clean door and partition glass of smudges and fingerprints. • Empty all recycling and waste receptacles, change liners as needed. Dispose of recycle and waste in designated area in the building. • Clean and sanitize all drinking fountains. • Spot check work areas for spills, etc., which would need immediate attention. • Spot clean walls and properly position furniture in offices.
	1 time per week	• Dust off work areas. • All telephones cleaned and sanitized. • Dust file cabinets, windowsills, ledges, stands, tables, all flat surfaces and pianos. • Damp wipe with disinfectant – telephones and shared door knobs and hand rails. • Dust all computer monitors and screens, damp wipe all marker boards. • Damp wipe all wastebaskets as needed. • Vacuum entire carpeted areas, under desks, tables, etc… • Sweep and mop stairwells and entrances (check daily during winter months). • Vacuum air vents and diffusers. • Sweep veranda. • Vacuum upholstered furniture, wipe down plastic and leather furniture.
	Monthly	• High dust and dust Venetian blinds. • Vacuum edges of all floor areas (carpet and • Clean all interior glass (or more if needed).
	1 time per Quarter	• All office furniture, desks, credenzas, shelves, etc, polished.
	1 time per week	• Wipe down chair seats and arm rests. • Damp wipe the inside and outside of microwave.
Restrooms	4 times per week	• Clean and sanitize urinals and toilets inside and out. • Empty all waste receptacles, change liners as needed. • Clean and polish all mirrors and bright work. • Clean and sanitize all sinks, counter tops, plumbing fixtures and changing tables. • Clean and refill all dispensers, toweling, hand soap,

COMMUNITY CENTER

		toilet paper, etc… • Dust and damp mop all tile floors with germicidal cleaner. • Spot clean tile walls and toilet partitions.
	1 time per week	• All restroom partitions washed and cleaned with a germicidal detergent. • Dust light fixtures, dispensers.
Kitchens	4 times per week	• Vacuum walk off mat • Clean and sanitize counter tops • Dust horizontal surfaces • Clean and sanitize sink area • Empty trash containers • Refill all paper and soap dispensers • Sweep and damp mop tile floor
	1 time per week	• Damp wipe outside of refrigerator • Damp wipe inside/outside of microwave • Damp wipe outside of cabinets
Hallways Lobby Areas Stairways	4 times per week	• Clean entry glass of fingerprints and smudges (clean all other interior glass monthly) • Dust mop tile floors • Clean & sanitize drinking fountains • Vacuum walk-off mats
	1 time per week	• Dust sills, ledges, door frames • Vacuum elevator, clean fingerprints and smudges
Floor Maintenance	Upon Request	• Scrub and Re-coat VCT Tile • Strip and Refinish VCT Tile • Scrub/Wash Grouted Lobby Tile • Scrub/Pressure Wash Grouted Restroom Ceramic Tile • Carpet Hot Water Extraction
Upholstery Cleaning	Upon Request	• Clean Upholstery
Window Cleaning	Upon Request	• Window Cleaning
Emergency Cleaning	Upon Request	• Anything outside of the normal cleaning workday.

COMMUNITY CENTER FLOOR PLAN
LOWER LEVEL

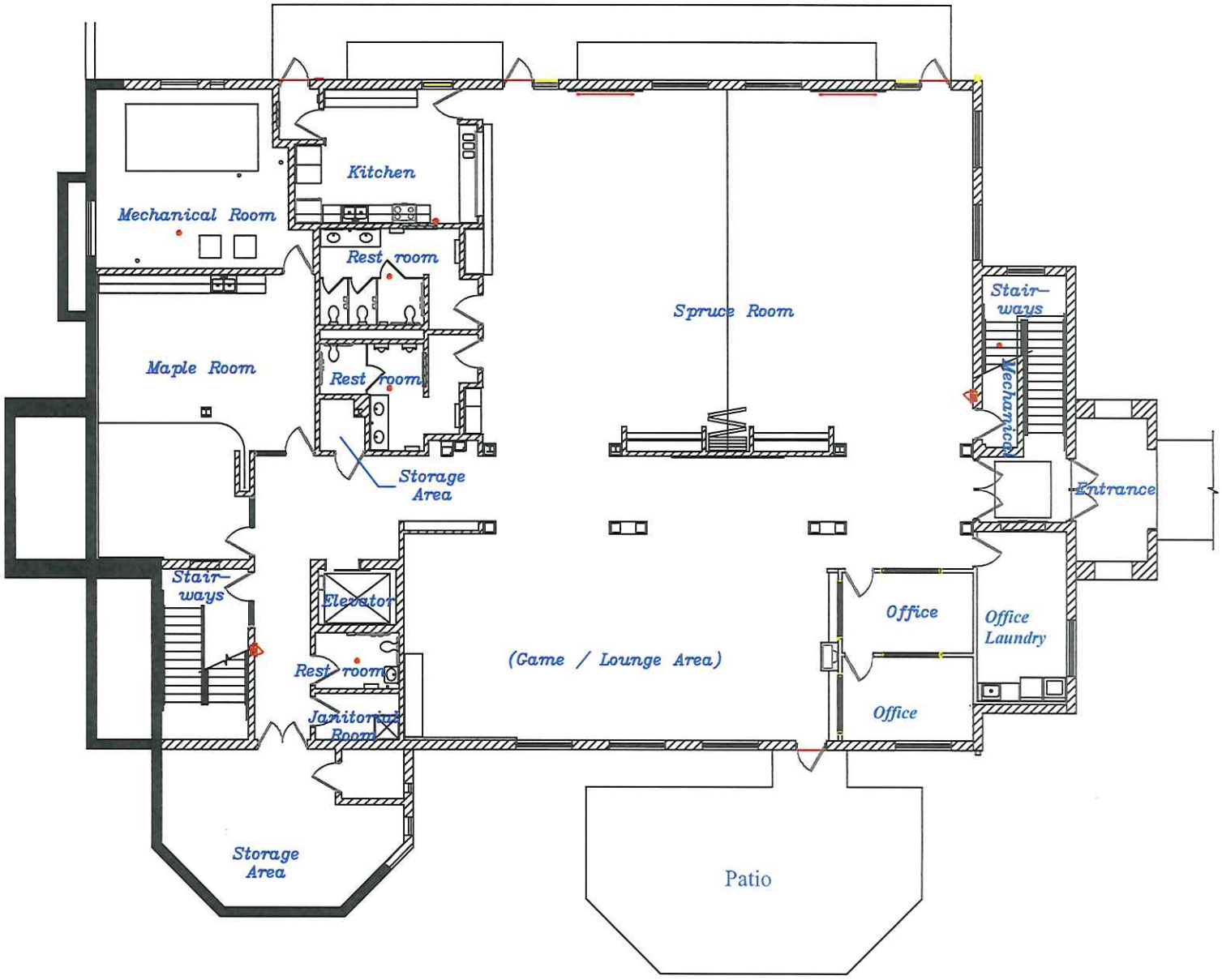


Exhibit B
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COMMUNITY CENTER FLOOR PLAN
UPPER LEVEL

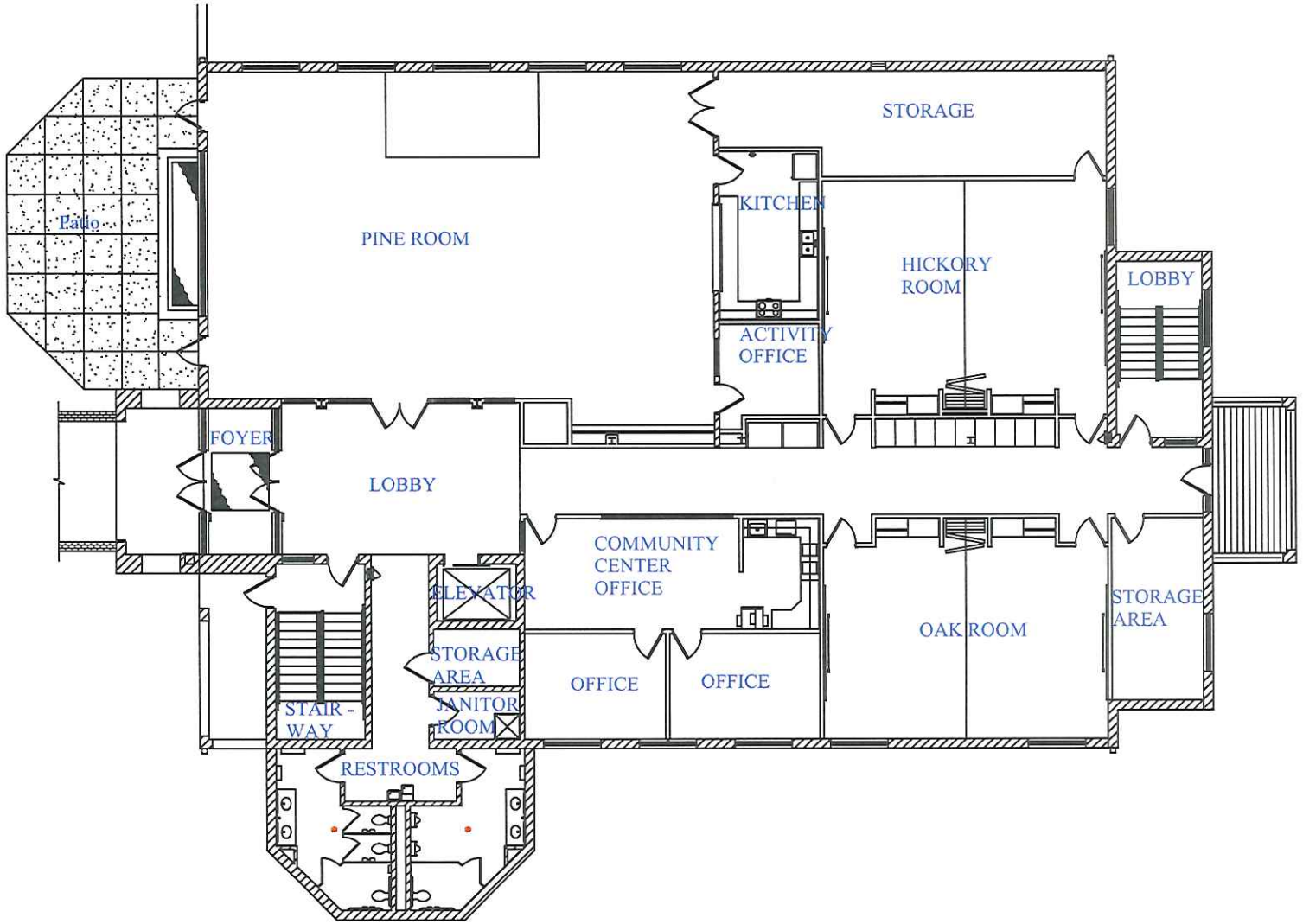


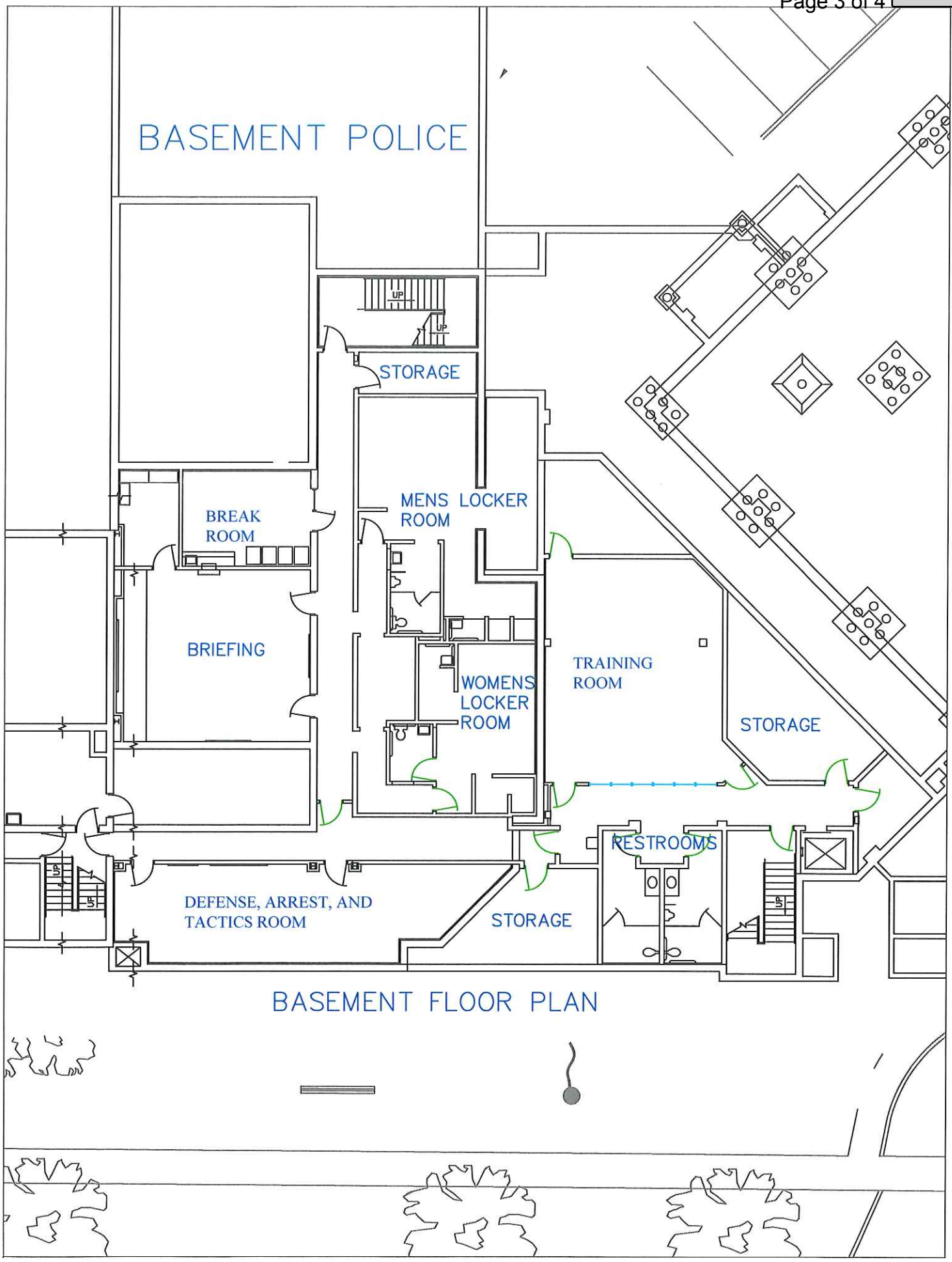
Exhibit B
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POLICE DEPARTMENT

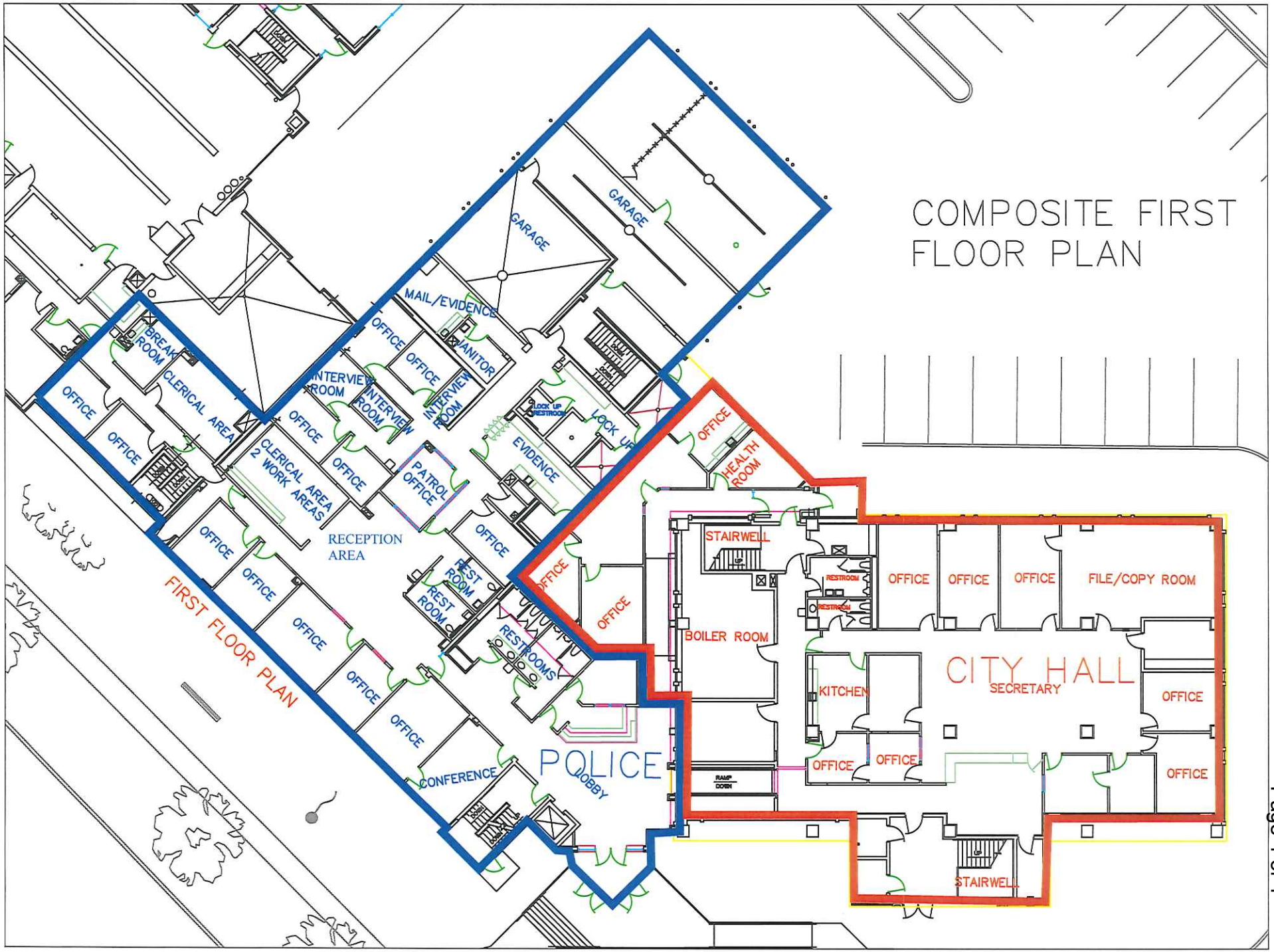
Location	Frequency	Task
Police Department, Offices, Entrances, Office Area, Clerical Areas, Stairwells, Hallways, Conference Rooms, Interview Rooms, Locker Rooms, Briefing Room,	3 Times Per Week/Monday, Wednesday & Friday	• Clean entry glass. • Vacuum traffic lanes, open areas of carpeting and walk-off mats. • Check carpet daily for spots and remove if possible. • Sweep and damp mop all hard flooring and spot clean spills. • Spot clean smudges and fingerprints on doors, frames, wall, switch plates, interior windows. • Dust and clean door and partition glass of smudges and fingerprints. • Empty all recycling and waste receptacles, change liners as needed. Dispose of recycle and waste in designated area in the building. • Clean and sanitize all drinking fountains. • Spot check work areas for spills, etc., which would need immediate attention. • Spot clean walls and properly position furniture in offices.
	1 Time Per Week	• Dust off work areas. • Dust file cabinets, windowsills, ledges, stands, tables, all flat surfaces and fixtures.. • Damp wipe with disinfectant – telephones and shared door knobs and hand rails. • Dust all computer monitors and screens, damp wipe all marker boards. • Damp wipe all wastebaskets as needed. • Vacuum entire carpeted areas, under desks, tables, etc… • Spot clean interior office door glass. • Dust corners and edges for cobwebs. • Sweep, mop, and vacuum basement area. • Sweep and mop stairwells. • Vacuum upholstered furniture, wipe down plastic and leather furniture.
	Monthly	• Dust and damp wipe baseboards, kick plates and moldings. • Dust lights, light fixtures and ceiling vents. (to exclude fluorescent recessed lighting) • Dust all blinds. • All chrome chairs and table legs cleaned and polished. • Dust and damp wipe all high and low shelves, surfaces and corners beyond the reach of normal dusting. • Dust all pictures frames. • Vacuum air vents, diffusers and ceiling vents. • Dust partition ledges and wipe partition walls from fingerprints and smudges. • Dust or damp wipe baseboards and moldings. • Dust or vacuum ceiling vents.
	1 Time Per Quarter	• All office furniture, desks, credenzas, shelves, etc, polished.
Break Rooms	3 Times Per Week	• Clean and sanitize tables and counter tops. • Clean and sanitize the sink and coffee area. • Refill all paper and soap dispensers. • Sweep and damp mop tile flooring. • Empty and damp wipe trash containers. • Vacuum all carpets including carpet runners.
	1 Time Per Week	• Wipe down chair seats and arm rests. • Damp wipe the inside and outside of microwave.
Restrooms/Police Department Lobby Area	5 Times Per Week	• Clean and sanitize urinals and toilets inside and out. • Empty all recycling and waste receptacles, change liners as needed. • Clean and polish all mirrors and bright work.

POLICE DEPARTMENT

		• Clean all sinks, counter tops, and plumbing fixtures with germicidal cleaner. • Clean and refill all dispensers, toweling, hand soap, toilet paper, etc… • Sweep and damp mop all tile floors with germicidal cleaner. • Spot clean tile walls and toilet partitions.
	1 Time Per Week	• All restroom partitions washed and cleaned with a germicidal detergent.
Restrooms/Police Department Office area and Lock-up	3 Times Per Week	• Clean and sanitize urinals and toilets inside and out. • Empty all recycling and waste receptacles, change liners as needed. • Clean and polish all mirrors and bright work. • Clean all sinks, counter tops, and plumbing fixtures with germicidal cleaner. • Clean and refill all dispensers, toweling, hand soap, toilet paper, etc… • Sweep and damp mop all tile floors with germicidal cleaner. • Spot clean tile walls and toilet partitions.
	1 Time Per Week	• All restroom partitions washed and cleaned with a germicidal detergent.
Training Room, and Defense and Arrest Tactics Room	Upon Request	• Sanitize and Wipe Down Equipment/Furniture • Vacuum, empty garbage
Garage, Evidence Room, and Lock Up room	1Time Per Week	• Empty garbage and recycling containers • Mop/sweep floor as needed
General Office Area/ Windows and Glass Partitions	1 Time Per Quarter, March, June, September, December	• Windows, Outside Glass
	Upon Request	• Windows, Inside Glass
	1 Ttime Per Month	• Inside Partition Glass
Floor Maintenance	Upon Request	• Steam clean carpets Strip and refinish VCT (including class room) Back hall and landing 1 extra time during winter months.
	Upon Request	• Scrub and recoat VCT.
Emergency Cleaning	Upon Request	• Anything outside of the normal cleaning workday.
Closing Instructions	3 Times Per Week	• Clean janitor closet. • Turn off designated lights. (as instructed) • Lock doors and windows. (as instructed) • Lock front gate.
Cleaning Supplies		• Janitorial Company to supply cleaning supplies. • Janitorial Company to supply paper products and to be reimbursed by the City.



BASEMENT FLOOR PLAN


COMPOSITE FIRST FLOOR PLAN
FIRST FLOOR PLAN
GARAGE
GARAGE
MAIL/EVIDENCE
JANITOR
BREAK ROOM
CLERICAL AREA
OFFICE
OFFICE
OFFICE
OFFICE
INTERVIEW ROOM
INTERVIEW ROOM
INTERVIEW ROOM
OFFICE
OFFICE
LOCK UP
RESTROOM
LOCK UP
EVIDENCE
CLERICAL AREA 2 WORK AREAS
PATROL OFFICE
RECEPTION AREA
OFFICE
OFFICE
OFFICE
OFFICE
OFFICE
OFFICE
OFFICE
REST ROOM
REST ROOM
RESTROOMS
CONFERENCE
POLICE
LOBBY
OFFICE
HEALTH ROOM
OFFICE
OFFICE
STAIRWELL
BOILER ROOM
RESTROOM
RESTROOM
OFFICE
OFFICE
OFFICE
FILE/COPY ROOM
CITY HALL
SECRETARY
KITCHEN
OFFICE
OFFICE
OFFICE
OFFICE
RAMP DOWN
STAIRWELL

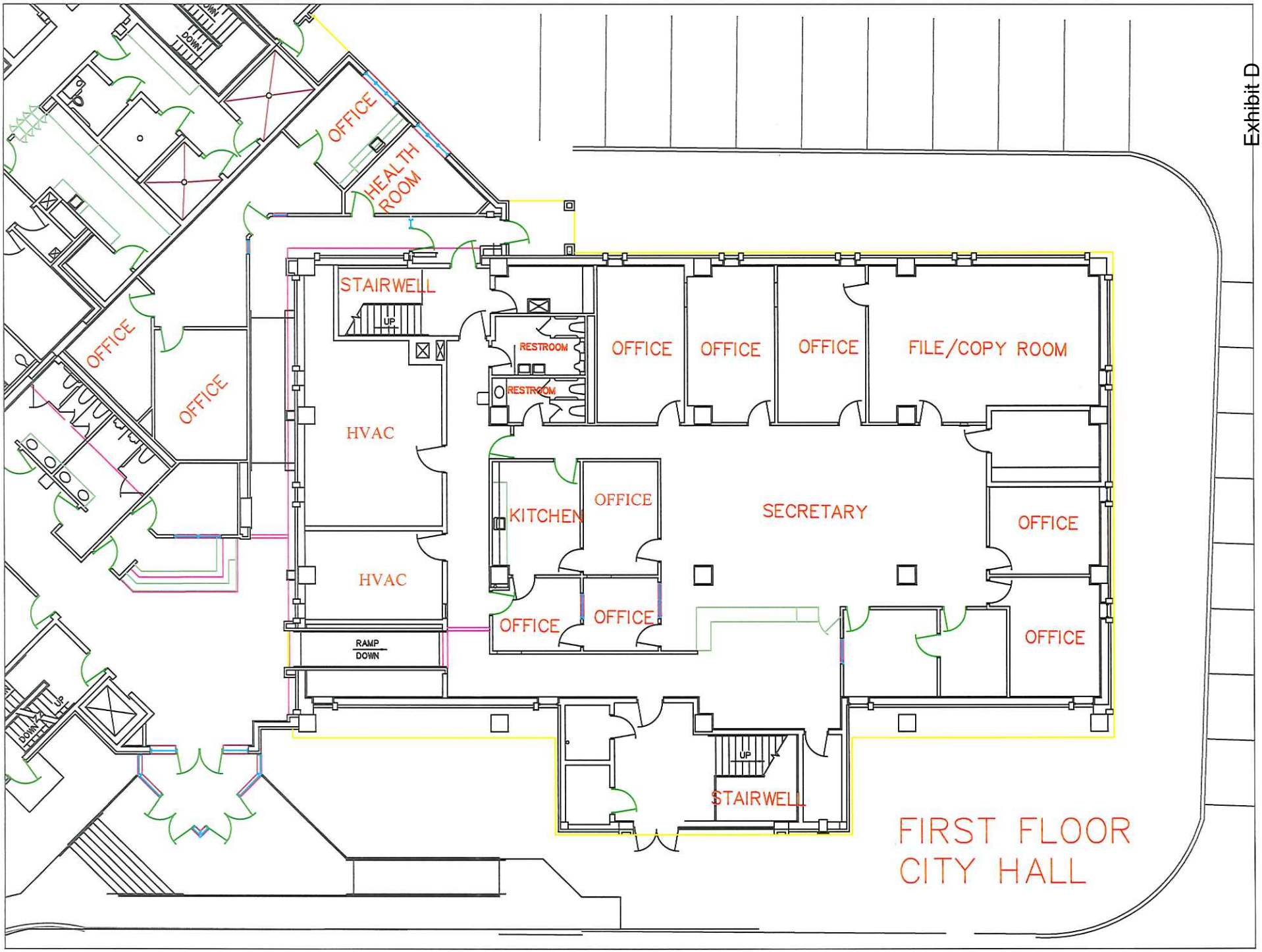
CITY HALL

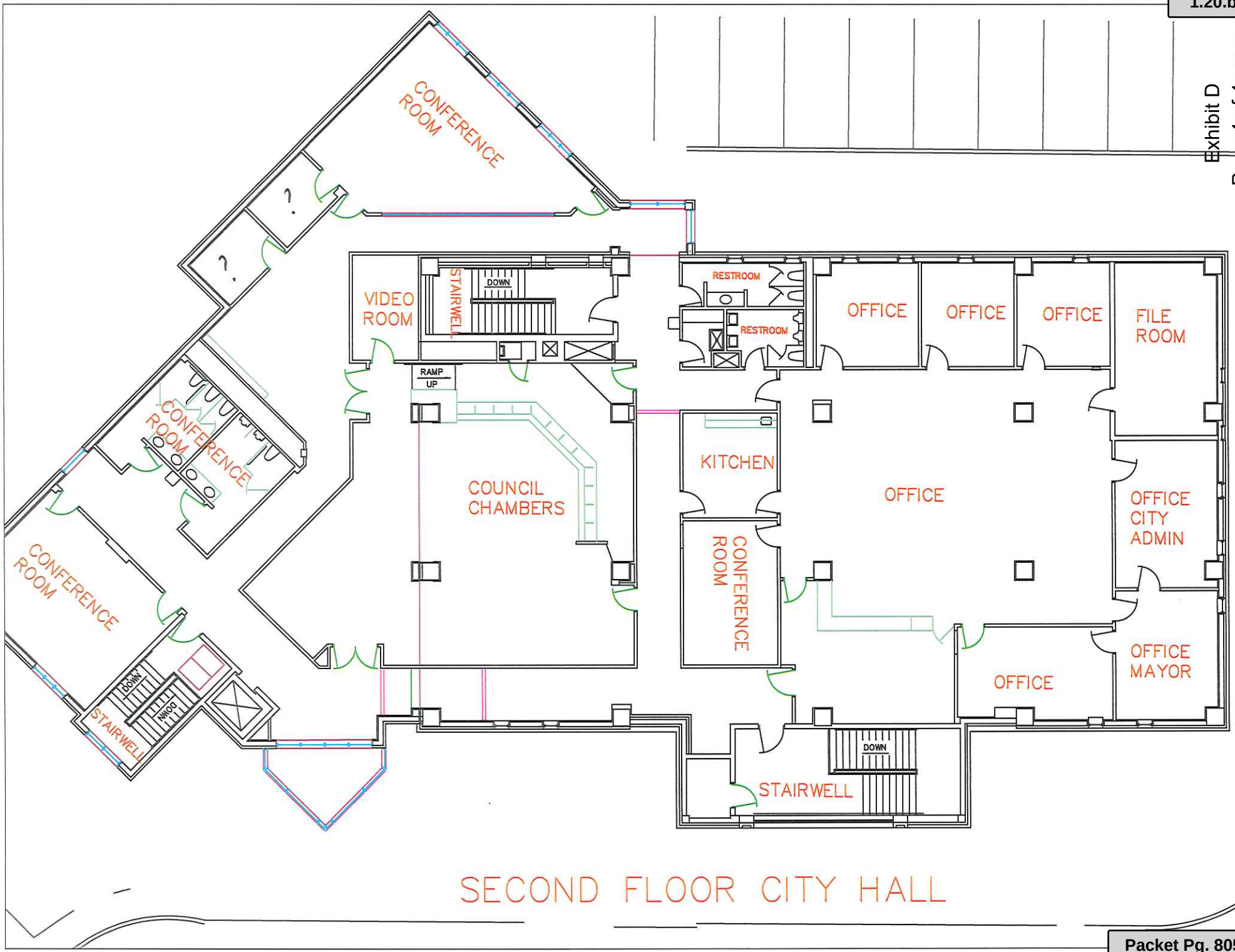
Location	Frequency	Task
City Hall – First Floor Health Dept Offices Health Dept Health Room Health Dept Reception Area Finance Dept Offices Finance Dept Reception Area Finance Dept Secretary Offices All Entrances Hallways Work Room City Hall - Second Floor Offices Secretary Offices All entrances Conference Rooms Council Chambers Stairwells Hallways	5 Times Per Week	• Clean entry glass. • Vacuum traffic lanes, open areas of carpeting and walk-off mats. • Check carpet daily for spots and remove if possible. • Sweep and damp mop all hard flooring and spot clean spills. • Spot clean smudges and fingerprints on doors, frames, wall, switch plates, interior windows. • Dust and clean door and partition glass of smudges and fingerprints. • Empty all recycling and waste receptacles, change liners as needed. Dispose of recycle and waste in designated area in the building. • Clean and sanitize all drinking fountains. • Spot check work areas for spills, etc., which would need immediate attention. • Spot clean walls and properly position furniture in offices.
	1 Time Per Week	• Dust off work areas. • Dust file cabinets, windowsills, ledges, stands, tables, all flat surfaces and fixtures. • Damp wipe with disinfectant – telephones, shared door knobs and hand rails. • Dust all computer monitors and screens, damp wipe all marker boards. • Damp wipe all wastebaskets as needed. • Vacuum entire carpeted areas, under desks, tables, etc… • Spot clean interior office door glass. • Dust corners and edges for cobwebs. • Sweep and mop stairwells. • Vacuum upholstered furniture, wipe down plastic and leather furniture.
	Monthly	• Dust and damp wipe baseboards, kick plates and moldings. • Dust light, light fixtures and ceiling vents. (to exclude fluorescent recessed lighting) • Dust all blinds. • All chrome chairs and table legs cleaned and polished. • Dust and damp wipe all high and low shelves, surfaces and corners beyond the reach of normal dusting. • Dust all pictures frames. • Vacuum air vents, diffusers and ceiling vents. • Dust light fixtures. • Dust partition ledges and wipe partition walls from fingerprints and smudges. • Dust or damp wipe baseboards and moldings. • Dust or vacuum ceiling vents.

CITY HALL

Health Department – Treatment Room	5 times Per Week	• Sink and counter cleaned and disinfected. • Tables and chairs wiped with sanitizer.
Health Room and traffic ways in Health Department Offices	1 time per year	• Steam clean carpets
Kitchen	5 Times Per Week	• Clean and sanitize tables and counter tops. • Clean and sanitize the sink and coffee area. • Refill all paper and soap dispensers. • Sweep and damp mop tile flooring. • Empty and damp wipe trash containers. • Vacuum all carpets including carpet runners.
	1 Time Per Week	• Wipe down chair seats and arm rests. • Damp wipe the inside and outside of microwave.
Restrooms – 1st Floor Restrooms – 2nd Floor	5 Times Per Week	• Clean and sanitize urinals and toilets inside and out. • Empty all recycling and waste receptacles, change liners as needed. • Clean and polish all mirrors and bright work. • Clean all sinks, counter tops, and plumbing fixtures with germicidal cleaner. • Clean and refill all dispensers, toweling, hand soap, toilet paper, etc. • Sweep and damp mop all tile floors with germicidal cleaner. • Spot clean tile walls and toilet partitions.
	1 Time Per Week	• All restroom partitions washed and cleaned with a germicidal detergent.
General Office Area Windows Glass Partitions	1 Time Per Month	• Inside Partition Glass
	Upon Request*	• Windows, Outside Glass • Windows, Inside Glass
City Hall	2 times per year (Spring/Fall)	• Internal and external window cleaning
Floor Maintenance	1 Time Per Week	• High Speed Burnish VCT Tile Floors VCT throughout City Hall (1st Floor and 2nd Floor)
	Upon Request*	• Steam clean carpets . • Scrub and recoat VCT. • **Strip and refinish VCT.**
Emergency Cleaning	Upon Request*	• Anything outside of the normal cleaning workday.
Closing Instructions	3 Times Per Week	• Clean janitor closet. • Turn off designated lights. (as instructed) • Lock doors and windows. (as instructed) • Lock front gate.

*Any item listed as Upon Request shall not be included in the Request for Proposal of the cleaning for City Hall.


OFFICE
HEALTH ROOM
STAIRWELL
UP
RESTROOM
RESTROOM
OFFICE
OFFICE
OFFICE
FILE/COPY ROOM
OFFICE
OFFICE
HVAC
KITCHEN
OFFICE
SECRETARY
OFFICE
HVAC
OFFICE
OFFICE
OFFICE
RAMP
DOWN
UP
DOWN
UP
STAIRWELL
FIRST FLOOR
CITY HALL


CONFERENCE ROOM
?
?
VIDEO ROOM
STAIRWELL
DOWN
RESTROOM
RESTROOM
OFFICE
OFFICE
OFFICE
FILE ROOM
RAMP UP
CONFERENCE ROOM
KITCHEN
COUNCIL CHAMBERS
OFFICE
OFFICE CITY ADMIN
CONFERENCE ROOM
CONFERENCE ROOM
OFFICE
OFFICE MAYOR
DOWN
DOWN
STAIRWELL
STAIRWELL
SECOND FLOOR CITY HALL

Request for Quotes
City of De Pere cleaning services

SCHEDULE OF PRICES:

2024

Building	Price
Community Center	2219.00
City Hall	1759.00
MSC	2005.00
Police Department	1437.00
Total	7420.00

2025 – 3% CPI

Building	Price
Community Center	2285.57
City Hall	1811.77
MSC	2065.15
Police Department	1480.11
Total	7642.60

2026 – 3% CPI

Building	Price
Community Center	2354.14
City Hall	1866.12
MSC	2127.10
Police Department	1524.51
Total	7871.87

If agreed upon by both parties, the City intends to extend the agreement up to an additional two years. Please complete the below information identifying the applicable increase from the 2022 fees.

2027 _____3_____% increase from 2026 fees
2028 _____3_____% increase from 2027 fees

--The City reserves the right to award a contract based on parts or all of the proposed bid. --

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Thomas Blohowiak, Maintenance Supervisor
Date: August 7, 2023

RE: **Consideration and possible action on Cleaning Contracts for City Buildings***

The City of De Pere requested quotes for a new cleaning contract for City Hall, Police Department, Community Center and MSC. The requested quote was for a 3 year contract with an optional 2 year extension. The following three quotes were received for consideration. The references for the lowest bidder were checked and I did not receive favorable responses from the only reference that called me back after 3 tries. The second lowest bidder is also our current contractor for 3 of the 4 locations.

Attached is also a copy of the schedule of pricing per month for all three bidders.

SCHEDULE OF PRICES:

2024

Vendor	Cleaning Service Solutions	Environment Control	Coverall
Building	Price/Month	Price/Month	Price/Month
Community Center	$2219.00	$2415.00	$4800.00
City Hall	$1759.00	$1630.00	$4400.00
MSC	$2005.00	$2012.00	$3000.00
Police Department	$1437.00	$1207.00	-
Total	$7420.00	$7264.00	$12200.00

2025

Vendor	Cleaning Service Solutions	Environment Control	Coverall
Building	Price/Month	Price/Month	Price/Month
Community Center	$2285.57	$2415.00	-
City Hall	$1811.77	$1630.00	-
MSC	$2065.15	$2012.00	-
Police Department	$1480.11	$1207.00	-
Total	$7642.60	$7264.00	-

2026

Vendor	Cleaning Service Solutions	Environment Control	Coverall
Building	Price/Month	Price/Month	Price/Month
Community Center	$2354.14	$2487.00	-
City Hall	$1866.12	$1679.00	-
MSC	$2127.10	$2072.00	-
Police Department	$1524.51	$1243.00	-
Total	$7871.87	$7481.00	-

Recommendation:

Staff is recommending the Contract be given to Cleaning Services Solutions for all 4 buildings at a cost of $7420 per month for a total of $89,040 for the first year.

Attached

1. City Cleaning contract RFP
2. Schedule of prices for Cleaning Solution Services (current contractor for PD/City Hall and Community center)
3. Schedule of prices for Environmental Control
4. Quote documents received from Coverall.

CITY OF DE PERE
MEMO

To: Cleaning Contractor
From: Thomas Blohowiak, Maintenance Supervisor
Date: April 18,2023

RE: **Request for Quote (Cleaning Service)**

The City of De Pere, Wisconsin (City) is issuing this Request for Quotes for the purpose of providing full cleaning services for the City of De Pere at the Municipal Service Center, City Hall, Police Department, and Community Center buildings. The City is looking to award a three-year contract with the ability for two additional years.

Proposals must be submitted at the Municipal Service Center, 925 S. Sixth Street, De Pere, WI 54115 by 2:00 P.M., June 14, 2023.

Bidding Instructions:

- Contractor shall fill all information on bid sheet and submit.
- The city will provide a walkthrough of the facilities, based on the following schedule:
  - Community Center, May 1,2023, at 1 pm, 600 Grant Street
  - Municipal Service Center, May 1, 2023, at 1:30 pm, 925 S. Sixth Street
  - City Hall and Police Department, May 1, 2023, at 2:15 pm. 335 S Broadway
- Please read each facility description and notes carefully. Each facility has different criteria and needs, as outlined in the facility notes.
- A map of each facility has been provided for your information.
- Any incomplete or late bid shall be rejected.

Contractor Responsibilities

- The successful contractor will provide a Certificate of Insurance before any work may begin, which is as follows:
  1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage to a total of not less than $2,000,000.

  2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $600,000.

3. Statutory workers compensation and employers' liability insurance as required by Wisconsin law.

- The successful contractor shall provide all the cleaning supplies and equipment necessary to complete each building's list of requirements.
- The successful contractor shall provide the building with a logbook for City staff to communicate concerns or special needs with the cleaning staff. The logbook shall be referenced daily by the cleaning staff.

City Information

- The City shall provide all hand soap and paper product supplies for each building.
- The City reserves the right to reject or deny any proposal that is felt to not be in the best interest of the City.
- The City will pay on a monthly basis.
- The City reserves the right to accept all, or parts of the bid based on each building.

Request for Quotes
City of De Pere Cleaning Services

CONTACT INFORMATION:

Contractor Name	
Contractor Address	
Contractor Phone Number	
Contact Name	
Phone Numbers (Work/Cell)	
E-mail	

REFERENCES:
List a minimum of three references that your business has cleaned for a minimum of 2 years and is not the City of De Pere.

Client Name: _____ Phone: _____

Contact Name: _____ Number of years served: _____

Client Name: _____ Phone: _____

Contact Name: _____ Number of years served: _____

Client Name: _____ Phone: _____

Contact Name: _____ Number of years served: _____

Request for Quotes
City of De Pere cleaning services

SCHEDULE OF PRICES:

2024

Building	Price
Community Center	
City Hall	
MSC	
Police Department	
Total	

2025

Building	Price
Community Center	
City Hall	
MSC	
Police Department	
Total	

2026

Building	Price
Community Center	
City Hall	
MSC	
Police Department	
Total	

If agreed upon by both parties, the City intends to extend the agreement up to an additional two years. Please complete the below information identifying the applicable increase from the 2022 fees.

2027 _____% increase from 2026 fees
2028 _____% increase from 2027 fees

--The City reserves the right to award a contract based on parts or all of the proposed bid.--

Request for Quotes
City of De Pere cleaning services

SCHEDULE OF PRICES:

2024

Building	Price
Community Center	2219.00
City Hall	1759.00
MSC	2005.00
Police Department	1437.00
Total	7420.00

2025 – 3% CPI

Building	Price
Community Center	2285.57
City Hall	1811.77
MSC	2065.15
Police Department	1480.11
Total	7642.60

2026 – 3% CPI

Building	Price
Community Center	2354.14
City Hall	1866.12
MSC	2127.10
Police Department	1524.51
Total	7871.87

If agreed upon by both parties, the City intends to extend the agreement up to an additional two years. Please complete the below information identifying the applicable increase from the 2022 fees.

2027 _____3_____% increase from 2026 fees
2028 _____3_____% increase from 2027 fees

--The City reserves the right to award a contract based on parts or all of the proposed bid. --

Request for Quotes
City of De Pere cleaning services

SCHEDULE OF PRICES:

2024

Building	Price
Community Center	$2,415.00
City Hall	$1,630.00
MSC	$2,012.00
Police Department	$1,207.00
Total	$7,264.00

2025

Building	Price
Community Center	$2,415.00
City Hall	$1,630.00
MSC	$2,012.00
Police Department	$1,207.00
Total	$7,264.00

2026

Building	Price
Community Center	$2,487.00
City Hall	$1,679.00
MSC	$2,072.00
Police Department	$1,243.00
Total	$7,481.00

If agreed upon by both parties, the City intends to extend the agreement up to an additional two years. Please complete the below information identifying the applicable increase from the 2022 fees.

2027 ___3.5%__% increase from 2026 fees
2028 ____0%__% increase from 2027 fees

--The City reserves the right to award a contract based on parts or all of the proposed bid.--

COVERALL SERVICE AGREEMENT - WISCONSIN

The Undersigned ("CUSTOMER") hereby accepts the proposal of Coverall North America, Inc. d/b/a Coverall ("COVERALL"), and the parties agree that COVERALL's franchisees and/or subcontractors will supply Coverall® System Services for CUSTOMER's premises located at:

- *Customer:* De Pere Municipal Cournt/City Hall
- *Street Address:* 335 S Broadway
- *City, State, Zip*: De Pere, WI, 54115

Upon the following terms:

1. Monthly Service Charge:

   $4,400 per month, plus taxes, if applicable; to include 5 time(s) per week service. *Initial* _____

   Service Days:

   ☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☒ Friday ☐ Saturday ☐ Sunday

   The COVERALL® System Services are to be performed in the evening, unless otherwise agreed to by the parties.

2. CUSTOMER acknowledges that COVERALL will delegate all COVERALL System Services to be performed hereunder to a COVERALL franchisee and/or subcontractor and COVERALL may assign this Service Agreement in its entirety to a COVERALL franchisee and/or subcontractor.

3. Included in the Service Charge will be service, cleaning supplies, and any equipment which will be furnished by the COVERALL franchisee. The Service Charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER's expense, at competitive prices. The Service Charge also does not include any use tax, tax on sales, services or supplies, or other such tax, which taxes shall be paid by CUSTOMER. CUSTOMER agrees to reimburse COVERALL the amount of any such taxes if paid by COVERALL on CUSTOMER's behalf.

4. All COVERALL System Services specified in the "Coverall Service Plan" attached to this Service Agreement as Exhibit A will be provided to CUSTOMER in a satisfactory manner. CUSTOMER acknowledges that only those Services and/or Additional Services specifically identified in the Coverall Service Plan will be provided under this Service Agreement.

5. All COVERALL franchisees have successfully completed COVERALL's comprehensive training program and are required to carry insurance and a janitorial bond.

6. Additional services, not included in COVERALL's Service Charge, to be performed upon request, priced per occurrence, at CUSTOMER'S expense, include:

Additional Services	*Charge*	*Area*	*Square Footage*
a.	$		
b.	$		
c.	$		
d.	$		
e.	$		

   Additional services accepted by: _____
   Signature

7. (a) The term of this Service Agreement is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This Service Agreement shall **automatically extend for additional one (1) year periods at the current service charge, unless**:
   i. at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

Automatic Extension Agreed to by: CUSTOMER Initials _____ COVERALL Initials _____

©2019 Coverall North America, Inc.

COVERALL SERVICE AGREEMENT - WISCONSIN

The Undersigned ("CUSTOMER") hereby accepts the proposal of Coverall North America, Inc. d/b/a Coverall ("COVERALL"), and the parties agree that COVERALL's franchisees and/or subcontractors will supply Coverall® System Services for CUSTOMER's premises located at:

- *Customer:* De Pere Community Center
- *Street Address:* 600 Grant St
- *City, State, Zip*: De Pere, WI, 54115

Upon the following terms:

1. Monthly Service Charge:

   $4,800 per month, plus taxes, if applicable; to include 6 time(s) per week service. *Initial* _____

   Service Days:

   ☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☒ Friday ☐ Saturday ☒ Sunday

   The COVERALL® System Services are to be performed in the evening, unless otherwise agreed to by the parties.

2. CUSTOMER acknowledges that COVERALL will delegate all COVERALL System Services to be performed hereunder to a COVERALL franchisee and/or subcontractor and COVERALL may assign this Service Agreement in its entirety to a COVERALL franchisee and/or subcontractor.

3. Included in the Service Charge will be service, cleaning supplies, and any equipment which will be furnished by the COVERALL franchisee. The Service Charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER's expense, at competitive prices. The Service Charge also does not include any use tax, tax on sales, services or supplies, or other such tax, which taxes shall be paid by CUSTOMER. CUSTOMER agrees to reimburse COVERALL the amount of any such taxes if paid by COVERALL on CUSTOMER's behalf.

4. All COVERALL System Services specified in the "Coverall Service Plan" attached to this Service Agreement as Exhibit A will be provided to CUSTOMER in a satisfactory manner. CUSTOMER acknowledges that only those Services and/or Additional Services specifically identified in the Coverall Service Plan will be provided under this Service Agreement.

5. All COVERALL franchisees have successfully completed COVERALL's comprehensive training program and are required to carry insurance and a janitorial bond.

6. Additional services, not included in COVERALL's Service Charge, to be performed upon request, priced per occurrence, at CUSTOMER'S expense, include:

Additional Services	*Charge*	*Area*	*Square Footage*
a.	$		
b.	$		
c.	$		
d.	$		
e.	$		

   Additional services accepted by: _____
   Signature

7. (a) The term of this Service Agreement is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This Service Agreement shall **automatically extend for additional one (1) year periods at the current service charge, unless**:
   i. at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

Automatic Extension Agreed to by: CUSTOMER Initials _____ COVERALL Initials _____

©2019 Coverall North America, Inc.

COVERALL SERVICE AGREEMENT - WISCONSIN

The Undersigned ("CUSTOMER") hereby accepts the proposal of Coverall North America, Inc. d/b/a Coverall ("COVERALL"), and the parties agree that COVERALL's franchisees and/or subcontractors will supply Coverall® System Services for CUSTOMER's premises located at:

- *Customer:* Municipal Service Center
- *Street Address:* 925 S Sixth St
- *City, State, Zip*: De Pere, WI, 54115

Upon the following terms:

1. Monthly Service Charge:

   $3,000 per month, plus taxes, if applicable; to include 5 time(s) per week service. *Initial* _____

   Service Days:

   ☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☒ Friday ☐ Saturday ☐ Sunday

   The COVERALL® System Services are to be performed in the evening, unless otherwise agreed to by the parties.

2. CUSTOMER acknowledges that COVERALL will delegate all COVERALL System Services to be performed hereunder to a COVERALL franchisee and/or subcontractor and COVERALL may assign this Service Agreement in its entirety to a COVERALL franchisee and/or subcontractor.

3. Included in the Service Charge will be service, cleaning supplies, and any equipment which will be furnished by the COVERALL franchisee. The Service Charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER's expense, at competitive prices. The Service Charge also does not include any use tax, tax on sales, services or supplies, or other such tax, which taxes shall be paid by CUSTOMER. CUSTOMER agrees to reimburse COVERALL the amount of any such taxes if paid by COVERALL on CUSTOMER's behalf.

4. All COVERALL System Services specified in the "Coverall Service Plan" attached to this Service Agreement as Exhibit A will be provided to CUSTOMER in a satisfactory manner. CUSTOMER acknowledges that only those Services and/or Additional Services specifically identified in the Coverall Service Plan will be provided under this Service Agreement.

5. All COVERALL franchisees have successfully completed COVERALL's comprehensive training program and are required to carry insurance and a janitorial bond.

6. Additional services, not included in COVERALL's Service Charge, to be performed upon request, priced per occurrence, at CUSTOMER'S expense, include:

Additional Services	*Charge*	*Area*	*Square Footage*
a.	$		
b.	$		
c.	$		
d.	$		
e.	$		

   Additional services accepted by: _____
   Signature

7. (a) The term of this Service Agreement is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This Service Agreement shall **automatically extend for additional one (1) year periods at the current service charge, unless**:
   i. at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

Automatic Extension Agreed to by: CUSTOMER Initials _____ COVERALL Initials _____

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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 15, 2023**
DEPARTMENT:	**Board of Public Works**
FROM:	**Eric Erdman**
SUBJECT:	**Resolution #23-88 Approving Tower Lease Agreement Between the City of De Pere and Cellco Partnership, d/b/a Verizon Wireless (Merrill Street Water Tower).**

The Board of Public Works at the August 7, 2023 meeting approved tower lease agreement with Verizon Wireless for Merrill Water Tower and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- Reso23-88 (PDF)
- Verizon Merrill Tower Lease Agreement (City clean 8-23) (PDF)
- Exhibit A (PDF)
- Exhibit B (PDF)
- Memo.Verizon Contract (PDF)

RESOLUTION #23-88

APPROVING TOWER LEASE AGREEMENT BETWEEN THE CITY OF DE PERE
AND CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS
(Merrill Street Water Tower)

WHEREAS, the City of De Pere and Cellco Partnership, d/b/a Verizon Wireless (f/k/a/ PrimeCo Personal Communications, L.P. and Verizon Wireless Personal Communications LP) "Verizon," are parties to a Tower Lease Agreement, dated August 15, 1997, subsequently amended and extended for various terms, expiring in 2022, for City's Merrill Street Water Tower; and

WHEREAS, the City and Verizon wish to enter into a new Lease Agreement, retroactive to August 14, 2022, for the purpose of updating the terms and conditions to reflect consistency among all current lease agreements with mobile carriers, and to allow Verizon to install underground fiber, pursuant to the Tower Lease Agreement attached hereto and incorporated herein by reference; and

WHEREAS, the Board of Public Works has reviewed said Lease Agreement and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and City Clerk are authorized and directed to execute the Tower Lease Agreement Between the City of De Pere and Cellco Partnership, d/b/a Verizon Wireless (Merrill Street Water Tower), subject such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of August, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/07/2023

TOWER LEASE AGREEMENT

This Tower Lease Agreement ("Lease") is entered into this _____ day of _____, 2023, with a retroactive effective date of August 14, 2022, by and between the City of De Pere, a Wisconsin municipal corporation ("Landlord") and Cellco Partnership d/b/a Verizon Wireless, authorized to do business in Wisconsin ("Tenant").

In consideration of the terms and covenants of this Lease and for other good and valuable consideration, the parties agree as follows:

1. Leased Premises.

(a) Subject to the terms and conditions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord such portions of real property owned by Landlord located in the City of De Pere, Wisconsin, and as described in Exhibit A attached hereto (the "Property"), to install up to a maximum of nine (9) antennas and ancillary equipment, as depicted in Exhibit B, on Landlord's water tower located at 1501 Merrill Street. The Tenant may place supporting equipment structure(s) on the leased Property after having first obtained site plan approval for all structures to be placed on the leased Property from the City of De Pere Plan Commission. Tenant's current site plan, including existing improvements and the addition of additional fiber utility modifications, is attached hereto and incorporated by reference as Exhibits A and B. Tenant shall also obtain the approval of the Director of Public Works (the "Director") or Director's designee of Tenant's detailed plans and specifications prior to installation of both the building and antenna structures, whose approval shall not be unreasonably withheld.

(b) The Property is subject to all existing easements, covenants, conditions and restrictions of record, if any. This Lease includes certain space on Landlord's water tower located on the subject Property, including all access and utility easements. The antenna locations on the tower and the land area of the Property leased to Tenant as shown on Exhibits A and B, together with all easements granted hereunder, collectively referred to as the "Leased Premises". Landlord has the right to lease additional space on the antenna mount providing such installation does not interfere with the Tenant's transmissions and further complies with all other provisions of the Lease herein.

2. Term. The initial term of this Lease shall be five (5) years commencing retroactively on August 14, 2022 ("Commencement Date"). Thereafter, this Lease shall automatically renew for up to three (3) successive five (5) year renewal terms, unless Tenant exercises Tenant's right of non-renewal of this Lease. Should Tenant choose not to renew this Lease, Tenant shall provide Landlord with written notice of nonrenewal at least sixty (60) days prior to the expiration of the current term.

3. Extensions and Renewals. This Lease may be extended upon mutual agreement by both parties.

4. Rent.

(a) Rent shall be paid annually on the Commencement Date (and on each successive anniversary of the Commencement Date for the initial term of this Lease) to the City of De Pere or to such other person, form, or place as Landlord may, from time to time, designate in writing at least ten (10) days in advance of any rental payment due. The rent shall be Thirty-Four Thousand and No/100 Dollars ($34,000.00) per year (the "Rent"). Commencing on an extension term, if any, of this Lease, said Rent annual amount shall increase by fifteen percent (15%) over the Rent paid during the preceding term for each subsequent five (5) year extension term, if any, as contained in paragraph 2 of this Lease. Notwithstanding the foregoing, Tenant shall pay the balance of any back due rent owed for 2022 and 2023 within forty-five (45) days of full execution of this Lease.

(b) Unless otherwise provided for in this Lease, if the Lease is terminated, Rent shall be prorated as of the date of termination, and in the event of termination for any reason other than nonpayment of Rent; all prepaid Rents shall be refunded to Tenant.

(c) All consideration to be paid by Tenant to Landlord shall be paid or provided to Landlord without offset. Landlord shall not be required to make any expenditure of any kind in connection with this Lease or make any repairs or improvements to the Leased Premises except as otherwise provided in this Lease. The Rent hereunder is reserved on an absolute net basis. Tenant shall pay all taxes, assessments, maintenance charges and any other charges, costs and expenses against the Leased Premises contemplated under any provision of this Lease which are incurred solely by reason of Tenant's improvements. Landlord shall provide to Tenant proof of such increase upon demand of Tenant.

5. Use/Compliance with Laws.

(a) Tenant may use the Leased Premises for the installation, operation and maintenance of its facilities and for the transmission and reception of radio communication signals in such frequencies as may be assigned to Tenant by the Federal Communications Commission ("FCC") as managed and operated by Tenant, as amended from time to time and for the operation of related equipment in accordance with the provisions of this Lease and for no other purpose. Tenant shall use the Leased Premises in compliance with all federal, state, and local laws and regulations including, without limitation: all FCC and Federal Aviation Administration rules, in relation to any of its business activities or other operations conducted upon, above, or adjacent to the Leased Premises; the American National Standards Institute's ("ANSI") Safety Levels with respect to Human Exposure to Radio Frequency Electromagnetic Fields as set forth in the current ANSI standard or any FCC standard which supersedes these standards. If, for any reason, Tenant's use of the Leased Premises fails to comply with any federal, state or local law and Tenant fails to bring its use within compliance within thirty (30) days of written notice of such noncompliance (unless a longer period to cure is necessary in which event said period shall be extended for a reasonable period of time not to exceed ninety (90) days provided Tenant commences cure within the original thirty (30) day period), this Lease shall be terminated as provided herein, unless sooner termination is authorized by law. Landlord agrees to reasonably cooperate with Tenant in obtaining, at Tenant's expense, all Federal

Government and/or State of Wisconsin licenses and permits required for Tenant's use of the Leased Premises. Tenant shall pay, as they become due and payable, all fees, charges, taxes, and expenses required for licenses and permits required for Tenant's use of the Leased Premises.

(b) If during the term of this Lease there is a determination made pursuant to an official unappealable order of the Federal Communications Commission that use of the Leased Premises by Tenant poses a human health hazard which cannot be remediated, Tenant will immediately cease all operations at the Leased Premises and this Lease shall terminate as of the date of such order.

6. Installation of Improvements, Access, Utilities.

(a) Tenant shall have the nonexclusive right, at its sole cost and expense, to install and maintain certain improvements on the leased portions of the tower described in Exhibits A and B, which improvements include communication transmitting and receiving antennas (the "Antenna Facilities") and approved structure(s) to store Tenant's equipment. Tenant shall submit specifications for all improvements and shall be attached as Exhibits A and B. All such improvements shall be constructed in accordance with Landlord's specifications and according to a site plan approved by Landlord pursuant to paragraph 1(a). Tenant's installation of all such equipment, personal property and facilities shall be done according to the plans approved by Landlord in the manner and locations as described in Exhibits A and B. No equipment or property shall be subsequently relocated on the Property without Landlord's approval, which approval shall not be unreasonably withheld, delayed, or conditioned.

(i) Prior to commencing construction on any improvements, Tenant shall also provide Landlord with the name of the contractor that will be performing the work. The contractor is subject to the prior written approval of Landlord, within five (5) working days of Notice to Landlord, which shall not, unless Tenant fails to provide the Indemnification and Hold Harmless Agreements as required under paragraph 21 below, be unreasonably withheld, delayed or conditioned. All improvements shall be constructed in a professional manner and shall be completed in compliance with all applicable laws, rules, ordinances and regulations.

(ii) Any damage done to the Property due to the Tenant's actions during installation or during operations shall be immediately repaired at Tenant's expense and returned to prior condition to Landlord's satisfaction. Tenant shall not permit any claim or lien to be placed against any part of the Property or the Leased Premises that arises out of work, labor, material or supplies provided or supplied to Tenant, its contractors or subcontractors, for the construction, installation, operation, maintenance or use of the Leased Premises or its Antenna Facilities, equipment, or personal property.

(iii) All of the Antenna Facilities and improvements shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove all, or any portion of, Antenna Facilities at its sole expense on or before the expiration or earlier termination of the Lease; provided, Tenant repairs any damage to the Leased Premises caused by such removal.

(b) Tenant may update or replace the Antenna Facilities from time to time with the prior written approval of Landlord, within five (5) working days of Notice to Landlord, provided that the replacement facilities are substantially similar to (in terms of number, size, cross-section and wind loading) (or smaller than) the then-existing Antenna Facilities provided that their location on the leased portion of the tower is satisfactory to Landlord, in Landlord's reasonable discretion. Tenant shall submit to Landlord a proposal for any such replacement facilities and for any supplemental materials as may be reasonably requested by Landlord's evaluation and approval, which approval shall not be unreasonably withheld, delayed or conditioned. All costs for required structural studies will be paid by Tenant.

(c) Tenant shall have the nonexclusive right, at its sole cost and expense, to operate and maintain on the Property, the improvements described in Exhibits A and B and installed pursuant to paragraph 6(a) of this Lease. The Antenna Facilities, structures, and all equipment stored or operated therein for the benefit of Tenant shall remain the exclusive property of Tenant, subject to the provisions of paragraph 10(d) of this Lease unless authorized in writing by Landlord. No equipment shall be stored on the Property outside of the structures and all appropriate permits must be obtained prior to construction and use of the structures.

(d) At all times during this Lease, Landlord hereby grants to Tenant a nonexclusive easement for ingress, egress and access over the Property which gives Tenant access to the Leased Premises at no additional charge to Tenant. The location of such easement shall be depicted on Exhibits A and B. Landlord expressly reserves the right to locate such nonexclusive easement at any time at Landlord's costs to any location on Landlord's property deemed appropriate by Landlord, provided that Landlord provides uninterrupted access to the Leased Premises during the period of relocation and such relocated easement provides Tenant with reasonable access to the Leased Premises of similar or better quality as the original access. Such easement shall lapse and become null and void at the termination of this Lease.

(e) Tenant will pay Landlord for all actual engineering, labor, legal and administrative costs reasonably incurred, (requested or required) in the installation of Antenna Facilities and any improvements, upgrades, or updates to Antenna Facilities. Tenant shall make such payments within thirty (30) days of receipt of detailed invoice documenting the costs incurred by Landlord.

(f) Tenant shall have access to the Property in order to install, operate, and maintain its transmission facilities. Tenant shall have access to perform work on the tower only during regular water utility working hours (Monday through Friday, 7:00 a.m. – 3:00 p.m.) with the approval of Landlord and in the presence of an employee of Landlord. Tenant shall request access to the tower at least 24 hours in advance and Landlord's approval thereof shall not be unreasonably withheld or delayed. Tenant shall have access to the Property at other times only for emergency purposes. Landlord will respond on a two-hour notice from Tenant of the emergency. Landlord will provide Tenant with the phone number for a responsive agent of Tenant. Tenant and Landlord will use all reasonable efforts to provide emergency response. Access will not be unreasonably withheld or delayed. Tenant will pay Landlord for any

emergency labor overtime costs incurred in providing emergency response at Tenant's request. The following emergency contact information shall be used:

For Landlord:	For Tenant:
Department of Public Works	NOC# (800) 264-6620
After Hours Line	
(920) 639-8344	

(g) Tenant shall have the right to use access to all existing utilities on the Property and may install additional utilities (specifically including, but not limited to, fiber optic telecommunications/data communications utilities) at Tenant's sole expense. Tenant shall separately meter charges for the consumption of electricity and any other utilities associated with use of the Leased Premises and shall pay all costs associated therewith. All utilities will be buried unless they conflict with existing underground utilities. Landlord agrees to sign such documents as may be required by said utility companies to provide such service to the Leased Premises, including the grant to Tenant or to the servicing utility company at no cost to the Tenant, of a license in, over across or through the Property as required by such servicing utility company to provide utility services as provided herein.

(h) Tenant, at its expense, shall provide Landlord with as-built planning and engineering drawings of the equipment installed on the tower and any improvements installed on the Property, which show the actual location of all equipment and improvements. These drawings need not include any proprietary information. Such drawings shall be accompanied by complete and detailed inventory of all equipment, personal property and Antenna Facilities actually placed on the tower. A site plan will be provided showing the proposed placement of the structures. In the event Tenant makes any modifications as provided in paragraph 6(b), above, Tenant shall provide Landlord with updated as-built planning and engineering drawings as specified in this paragraph.

(i) Tenant shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antenna Facilities, structures, and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

(j) Tenant will adhere to all OSHA safety requirements.

(k) There will be no advertising on the site or on any structure on the site.

(l) All antenna panels and cables will be painted to match the water tower.

(m) Any additional costs for servicing or maintaining the tower that are due to the presence or the installation of Tenant's antennas, structures, or any other equipment, will be the responsibility of Tenant. Tenant shall remove graffiti on Tenant's antennas, structures, or any of its other equipment within fifteen (15) days of written notice from Landlord. Should Tenant fail to remove such graffiti within that fifteen (15) day period, Landlord may remove the graffiti at Tenant's expense.

(n) Tenant's rights under this Lease are nonexclusive, and Landlord reserves the right to make space available on the tower for lease by other personal communications services or cellular providers ("Other Providers"). Landlord also reserves the right to permit the Other Providers the right to use and construct such ancillary buildings or facilities on the Leased Premises as may be reasonably necessary in connection with the communications operations of the Other Providers, provided they do not interfere with Tenant's operations.

(o) Tenant shall design, place, and improve all of its Antenna Facilities, structures, and personal property in a manner that will keep negative aesthetic impact held to a minimum practical level. Landlord reserves the right to require that Tenant shield Antenna Facilities and/or structures from view and take such other reasonable and appropriate action(s) as Landlord from time to time determines necessary or convenient to minimize aesthetic impact, provided however, that Tenant shall not be required to employ measures that will interfere with Tenant's operations.

(p) Landlord reserves the right to determine when the tower subject to this Lease shall be repainted, repaired or replaced. Landlord shall notify Tenant at least ninety (90) days in advance of the date when the tower to which Tenant's Antenna Facilities are attached (the "Tower") is scheduled to be painted, repaired, or replaced. Landlord shall decide, after consulting with Tenant, which of the following two options shall be used:

Option 1: Shortly before the date at which the Tower is to be removed for painting, repair or replacement; Tenant, at its sole expense, shall place a temporary antenna array on a crane parked near the site on the Property. Tenant shall then remove the antennas from the Tower and the painting/repair/replacement shall proceed as it normally does. Once the painting/repair/replacement is completed, Tenant, at its sole expense, shall then reattach the antennas where they were. The antennas shall then be painted by Landlord at Tenant's expense to match the newly painted Tower.

Option 2: Landlord may temporarily relocate the Antenna Facilities to another Tower owned and operated by Landlord or other location as reasonably acceptable to Tenant until the painting/repairs/replacement is completed. Once the painting/repair/replacement is completed, Tenant, at its sole expense, shall then reattach the antennas where they were. The antennas shall be painted by Landlord at Tenant's expense to match the newly painted Tower.

7. Reasonable Approval. Both parties shall not unreasonably withhold, delay, or condition approvals required under this Lease.

8. Repairs. Tenant shall make all repairs to the Leased Premises or Property which are made necessary by reason of Tenant's Facilities. Except as set forth in paragraph 6(a), upon expiration or termination hereof, Tenant shall restore the Leased Premises to the condition in which it existed upon execution hereof.

9. Interference.

(a) Tenant's installation, operation, and use of its transmission facilities under this Lease shall not damage or interfere in any way with Landlord's water Tower operations or related repair and maintenance activities. Landlord, at all times during this Lease, reserves the right to take any action it deems necessary in its discretion, to repair, maintain, alter, or improve the Leased Premises and to temporarily interfere with Tenant's personal property, equipment, Antenna Facilities, or structures as may be necessary in order to carry out any of such activities. Landlord agrees to give reasonable advance notice of at least thirty (30) days unless necessitated by emergency of such activities to Tenant and to reasonably cooperate with Tenant to carry out such activities with a minimum amount of interference with Tenant's transmission operations.

(b) Landlord does not guarantee to Tenant and make no warranties or representations regarding Tenant's exclusive use of the Leased Premises or non-interference with Tenant's transmission operations or that the subject Property or utilities serving it, if any, are fit for Tenant's intended use; and all such warranties and representatives are hereby disclaimed. Notwithstanding the above, and subject to paragraph 6(n), above, in the event any other party requests permission to place any type of additional antenna or transmission facility on the Tower or the Property after Tenant, this paragraph will govern the determination of whether such antenna or transmission facility will interfere with Tenant's transmission operations. If Landlord receives any such request, is shall submit the proposal to Tenant for review for non-interference. Tenant shall have thirty (30) days following receipt of said proposal to make any objections thereto and failure to make any objection within said 30 day period shall be deemed consent by Tenant to the installation of antennas or transmission facilities pursuant to said proposal. Any dispute between Landlord and Tenant regarding the proposed additional installation and its potential for interference with Tenant's transmission operation shall be resolved by submitting the issue for decision to an independent third party mutually agreed upon by Landlord and Tenant, whose decision regarding interference shall be binding on both parties hereto and whose expense shall be borne equally by both parties. If the independent third party's decision does not eliminate potential interference with Tenant's transmission operation, Tenant shall have the option to terminate this Lease, without penalty, and all obligations of Tenant to Landlord hereunder shall be null and void.

(c) In the event Tenant's transmission operations interfere with any type of radio or television reception or transmission of pre-existing parties in the transmission area, Tenant agrees to use reasonable best efforts to remedy such interference in accordance with applicable regulations and standards of the FCC and any other governing body. Tenant warrants that it shall maintain all of its Antenna Facilities in full compliance with all applicable regulations of the FCC and other governing bodies. Tenant will be responsible for correcting any intermodulation problems with pre-existing users of the Property should they occur due to the equipment installed and operated by Tenant.

10. Termination.

(a) Except as otherwise provided herein, this Lease may be terminated by one party upon thirty (30) days written notice to the other party as follows:

(i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default to the other party;

(ii) by Tenant if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the transmission facilities or Tenant's business;

(iii) by Tenant if the leased Property is or becomes unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communication systems to which the Antenna Facilities belong;

(iv) by Landlord if it determines in its sole discretion that the tower is structurally unsound for use as a water tower, including, but not limited to, consideration of age of the structure, damage or destruction of all or part of the tower or the Property from any source or factors relating to condition of the Property;

(v) by Landlord if Tenant's use of the Property becomes illegal under any federal, state, or local law, rule, or regulation;

(vi) Landlord hereby reserves the right, after the initial term of this Lease and upon at least one (1) year's prior written notice, to require that Tenant relocate the Antenna Facilities to another portion of the Property ("the Alternate Site"), in the event Tenant's operations materially affect Landlord's operations or proposed operations. Provided, however, that (1) the Alternate Site shall, in Tenant's sole and reasonable judgment, be similar in area and appropriateness for Tenant's purposes, and (2) Tenant is able, with reasonable efforts, to acquire any governmental approvals required for the relocation, and (3) Landlord shall pay any and all expenses connected with moving Tenant, its property and equipment to the Alternate Site. Tenant and Landlord shall cooperate in good faith to schedule the relocation at a mutually agreeable time, taking into account the nature of the equipment which must be relocated, the need to modify or obtain governmental approvals, if any, and the need to schedule new engineering and/or construction work, if any. Upon relocation of all or a portion of the Antenna Facilities to the Alternate Site, all references in this Lease shall be deemed to refer to the Alternate Site. Following such relocation, Tenant may at its expense, prepare plans of the Alternate Site, which shall then replace the corresponding exhibits of the Lease. Notwithstanding the foregoing, if Tenant, in its sole discretion, elects not to move the Antenna Facilities to the Alternate Site, then Tenant may terminate this Lease upon thirty (30) days' written notice to Landlord. In the event Tenant elects to terminate as aforesaid, Landlord shall have the option to withdraw its exercise of the relocation option, and in such event, Tenant's election to terminate shall be deemed null and void.

(vii) by Landlord, as provided in paragraphs 17 and 18 of this Lease.

(viii) by Tenant if Tenant is unable to occupy and utilize the Leased Premises due to action of the FCC, including without limitation, a take back of channels or change in frequencies.

(b) Except as otherwise provided herein, this Lease may be terminated by Landlord upon twelve (12) months prior written notice to Tenant if Landlord, in its sole discretion, elects to remove the tower from service and redevelop the Property for any other reason not otherwise contemplated under paragraph 10(a) of this Lease.

(c) If the Property, tower or Antenna Facilities subject to this Lease are destroyed, dismantled, condemned or removed, and a replacement Tower is reconstructed anywhere on the Property, Tenant shall have the right to place the Antenna Facilities on the new replacement tower at Tenant's cost and in a similar manner as the Antenna Facilities on the existing tower. Tenant may, at its sole option, choose to terminate the Lease as of the date of destruction, damage, condemnation, or removal by providing Landlord with notice not more than forty-five (45) days following such occurrence. In the event Tenant elects to terminate the Lease, Tenant shall be entitled to the unused portion of prepaid rents, if any. If Tenant elects not to terminate this Lease, rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Leased Premises.

(d) Upon termination of this Lease for any reason, Tenant shall remove its equipment, personal property, Antenna Facilities, structures, and leasehold improvements from the Tower and the Property within ninety (90) days after the date of termination and shall restore the Tower and the Property to the condition they were in on the commencement date of the term of this Lease, reasonable wear and tear excepted, all at Tenant's sole cost and expense. Any personal property, equipment, or other improvements which are not removed by Tenant by the end of the lease term shall either be removed by Landlord at Tenant's expense or shall become the property of Landlord, at Landlord's option, subject to any valid and existing purchase money security interests in and to such assets of Tenant. Tenant shall be responsible for all costs incurred by Landlord for engineering, legal, labor and administrative costs reasonably resulting from Tenant's decommission of the site.

11. Insurance.

(a) General. At all times during the term of this Lease, Tenant shall keep in force and effect all insurance policies as outlined below, issued by a company or companies licensed, authorized or permitted to do business in the State of Wisconsin and which companies have a "A-"or better rating in Best's Guide. Tenant shall require all contractors and all of their subcontractors who perform work on the Property to obtain and maintain substantially the same insurance with substantially the same limits as required of Tenant to carry, in full force and effect, worker's compensation, commercial general liability and automobile liability insurance coverages. Upon the execution of this Lease and within fifteen (15) days of each insurance policy expiration date during the term of this Lease, Tenant will furnish Landlord with a Certificate of Insurance. The Certificate shall reference this Lease and Worker's

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Compensation and property insurance waivers of subrogation required by this Lease. Upon receipt of notice from its insurer(s) Tenant shall provide Landlord with thirty (30) days advance notice of cancellation or nonrenewal of insurance during the term of this Lease. Landlord, its City Council, and any other of its boards, commissions, agencies, officers, employees, and representatives (collectively, "Additional Insured Parties") shall be included as Additional Insured Parties under all of the policies except worker's compensation policies, which shall be so stated in the Certificate of Insurance and such insurance shall be primary. All policies, other than worker's compensation, shall be written on occurrence and not on a claim basis. Tenant shall defend, indemnify and hold harmless Landlord and Additional Insured Parties from and against payment of any deductible and payment of any premium on any policy required under this paragraph.

(b) Worker's Compensation and Employer's Liability Insurance. Statutory worker's compensation benefits and employer's liability insurance with a limit of liability of $100,000 each accident/disease/policy limit. Tenant shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

(c) Commercial General Liability Insurance. Policy will be written to provide coverage, for but not limited to, the following: premises and operations, products and completed operations, personal and advertising injury, blanket contractual coverage, broad form property damages, independent contractor's coverage, and coverage for property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage). Limits of liability shall be $6,000,000 per occurrence for bodily injury and property damage and $6,000,000 general aggregate, $2,000,000 products/completed operations aggregate, and $2,000,000 personal and advertising injury. Coverage shall not exclude claims or suits that arise from the effects of electromagnetic fields or radiation. To the extent such coverage cannot be obtained through commercial general liability insurance, Tenant shall obtain equivalent insurance to insure the Property against environmental hazards.

(d) Automobile Liability Insurance. Business automobile policy covering all owned, non-owned and hired autos and commercial vehicles. Limits of liability not less than $5,000,000 combined single limit each accident for bodily injury and property damage.

(e) reserved.

The aforesaid limits of liability may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans or laws which would materially increase or decrease Landlord's or Tenant's exposure to risk.

(f) Worker's Compensation Waiver of Subrogation. Landlord shall not be liable to Tenant, Tenant's contractors or their subcontractors, for any injuries to Tenant's employees or those of its contractors or their subcontractors arising out of, or in connection with, the grant of this Lease, including any and all work of any type performed upon the premises or Property,

including injuries arising during equipment installation, alteration, modification, improvement, maintenance, repair, replacement, or use, or ingress or egress to or from the Property unless caused by the willful acts, bad faith, or the gross negligence of Landlord, its agents or employees.

Tenant and Tenant's contractors and their subcontractors shall each waive any and all right of recovery from Landlord for worker's compensation claims made by their respective employees and shall obtain such waiver from their worker's compensation insurer. Tenant, for itself and its contractors and their subcontractors, agrees that the indemnification and hold harmless provisions within this Lease extend to any such claims brought by or on behalf of any employee or Tenant, any contractor of Tenant, or their subcontractors.

(g) Property Insurance. Each party will be responsible for maintaining property insurance in its own buildings and other improvements, including all equipment, fixtures, utility structures, fencing, or support systems that may be built or placed upon the site fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance or self-insure such exposures with a bona fide and adequately funded self-insurance plan. Notwithstanding any provision of this Lease to the contrary, Tenant and Landlord hereby release each other from, and waive all rights against each other for, any loss or damage to the Property caused by fire or other peril commonly covered by an "extended coverage" insurance policy, even if such loss or damage is caused by the fault or negligence of the other party or anyone for which such party is responsible. Tenant and Landlord agree that to the extent any such policy of insurance provides a right of subrogation in the insurer, each will obtain from its insurance carrier a waiver of subrogation for the matters here described in any such policy of insurance. The policies will provide such waivers of subrogation be endorsement or otherwise.

12. Damage or Destruction of Property. If the Property, tower, or Antenna Facilities are destroyed or damaged so as, in Tenant's judgment, to render the site unusable as an antenna facility, Tenant may elect to terminate this Lease upon 30 days written notice to Landlord. In the event Tenant elects to terminate the Lease, Tenant shall be entitled to reimbursement of rent paid for the period that the Property was unusable.

13. Indemnification. Tenant shall defend, indemnify and hold harmless Landlord, its Council, Boards, Commissions, officers, officials, agents and employees, whether existing now or in the future, and their respective officials, departments, agencies, counties, boards, representatives, employees, agents, contractors and attorneys (collectively "Indemnified Parties") against any and all liability, claims, costs, damages, expenses, demands, lawsuits or disputes (including reasonable attorney fees of counsel selected by Landlord and all other costs and expenses of litigation) except to the extent caused by or attributed to the gross negligence or intentional and willful acts of Landlord, its agents, employees, contractors or servants, arising in any way from (i) any condition, occurrence, or accident upon the Property which causes injury or illness to any person or persons whomsoever or to any property whatsoever arising in any way from the installation, presence, operation, maintenance, or removal of the Antenna Facilities; (ii) work, labor, material, or supplies provided or supplied to Tenant, its contractors or

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subcontractors, for the installation, construction, operation, maintenance or use of the premises or communications facilities, including any claim or lien arising there from; (iii) Tenant's breach of any warranty, representation, obligation, or other provision of this Lease; and (iv) any financing or securities offering by Tenant or its affiliates for violations of common law or any laws, statutes, or regulations of the State of Wisconsin or United States, including those of the Federal Securities and Exchange Commission, whether by Tenant or otherwise. This indemnification language specifically includes, among other things, any and all liability related to, or associated with, exposure to electromagnetic fields or radio frequencies.

14. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to Landlord:

City of De Pere

City Administrator
335 S. Broadway Street
De Pere, Wisconsin 54115

With a copy to:

City of De Pere
Clerk-Treasurer
335 S. Broadway Street
De Pere, WI 54115

If to Tenant:

Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Site Number: 113394

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Additionally, LESSOR shall provide courtesy copies of all notices to LESSEE at ilwipropertymanagement@verizon.com.

15. Representations and Warranties.

(a) Landlord warrants that (i) it has full right, power, and authority to execute this Lease; and (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except as may be disclosed by review of title. Landlord warrants that Tenant shall have the quiet enjoyment of the Property during the term of this Lease in accordance with its terms. Tenant warrants that it has full right, power, and authority to execute this Lease.

(b) Tenant represents and warrants that its use of the subject Property will not generate any hazardous substances, that it will not unlawfully store or dispose on the Leased

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Premises or unlawfully transport to or over the subject Property any hazardous substances, and that its Antenna Facilities, structures, and equipment do not constitute or unlawfully contain and will not generate any hazardous substance.

(c) Landlord represents that it has no knowledge of any toxic or hazardous substances or chemicals in excess of naturally occurring concentrations on the site that are identified as hazardous or toxic in any applicable federal, state, or local law or regulation.

(d) "Hazardous substance" shall be interpreted to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local laws, regulations or rules now or hereafter in effect, including any amendments. Tenant shall defend, indemnify, and hold harmless Indemnified Parties from and against any and all liability, loss, cost, damage, and expense, including reasonable attorney fees arising out of the release, threatened release, storage or discovery of any such hazardous wastes or hazardous substances on, under or adjacent to the subject Property as a result of activities of Tenant.

(e) Each party agrees to defend, indemnify, and hold harmless the other party and its respective officials, departments, agencies, boards, representatives, officers, directors, owners, employees, agents, contractors, attorneys, successors and assigns from and against any and all liability, loss, cost, damages, and expense, including reasonable attorney fees which may arise in the event of breakage, leakage, incineration, or other disaster occurring on the Landlord's or any adjacent property which is caused by the indemnifying party, or any release of any hazardous waste or substance from materials owned or operated by Tenant.

(f) Tenant, at its own cost, has the right to obtain an environmental analysis, engineering study and a title commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Tenant, such environmental analysis, engineering study or title commitment shows any defects of title or any liens or encumbrances which may adversely affect Tenant's use of the Property or such environmental analysis or engineering study is deemed unsatisfactory in Tenant's reasonable discretion, Tenant shall have the right to cancel this Lease immediately upon written notice to Landlord.

16. Assignability. Tenant may not assign or sublet this Lease without the prior written consent of Landlord (which consent shall not be unreasonably withheld delayed or denied), except to any entity which controls, is controlled by, or is under the common control with Tenant, or to any entity resulting from any merger or consolidation with Tenant, or to any partner of Tenant, or to any partnership in which Tenant is a general partner, or to any person or entity which acquires all of the assets of Tenant as a going concern, or to any entity which obtains a security interest in a substantial portion of Tenant's assets. Tenant shall provide written notice to Landlord of such acquisition and new contact information within thirty (30) days of it occurring.

17. Taxes: No Liens. Tenant shall pay, and responsible for, any and all personal and real estate taxes and assessments, general and special, levied and assessed against, or with respect to, or measured by, the Leased Premises and the communications facilities. If any sales, use,

income, or other tax is ever assessed or levied against the Lease fee, charges payable by Tenant under this Lease or that otherwise relates in any way to this Lease, Tenant shall pay that tax upon demand by Landlord. Tenant shall not do anything which might cause or result in, and shall not permit the filing of, a lien against any part of the Property, whether filed against Landlord or Tenant.

18. Default. Tenant shall be deemed in default hereunder upon occurrence of any of the following events: (a) Tenant defaults in the payment of the Lease fee or any other sums to Landlord when due and does not cure that default within fifteen (15) days of receipt of written notice of default; (b) Tenant default in the performance of any other term of this Lease or any other agreement between Tenant and Landlord and does not cure that default within thirty (30) days after written notice thereof by landlord, provided that such period shall be extended as reasonably necessary in the event that Tenant is proceeding in good faith with due diligence to cure such default but is unable to do so within thirty (30) days; (c) Tenant abandons or vacates the Property; (d) Tenant files for relief under federal bankruptcy laws or makes any assignment for the benefit of creditors; or (e) Tenant becomes insolvent. Landlord shall be deemed to be in default of this Lease if Landlord defaults in the performance of any of its duties and/or obligations of this Lease or any other agreement between Tenant and Landlord and does not cure that default within thirty (30) days after written notice thereof by Tenant, provided that such period shall be extended as reasonably necessary in the event that Landlord is proceeding in good faith with due diligence to cure such default but is unable to do so within thirty (30) days.

19. Remedies on Default. Subject to paragraph 18 above, in the event of any default by Tenant, Landlord may, in addition to any other remedy it may have under law, serve a written notice upon Tenant that Landlord elects to terminate this Lease upon a specified date not less than ten (10) calendar days after the date of service of such notice, and this Lease shall expire on the date so specified as if that date had been originally fixed as the expiration date of the term granted herein. In the event this Lease is so terminated, Tenant shall immediately pay Landlord a sum of money equal to the total of (a) the unpaid consideration accrued through the date of termination plus one month's rent; (b) all consideration reserved for the balance of the current term of this Lease (as if the term had not expired as a result of termination); and (c) all other amounts reasonably necessary and documented to compensate Landlord for damages caused by Tenant's failure to perform, including reasonable attorney's fees and costs incurred as a result of such default. In the event of such default by Landlord, Tenant shall have available to it all remedies under law.

20. Survival of Provisions. All indemnification obligations of the parties hereto under this Lease shall survive the expiration and/or earlier termination of this Lease.

21. Assumption of Risk. Tenant undertakes and assumes for its officers, agents, affiliates, and employees (collectively "Tenant" for the purpose of this paragraph) all risk of dangerous conditions, if any, on or about the Property. Tenant shall provide Landlord Indemnification and Hold Harmless Agreements signed by Tenant and all contractors and subcontractors, which substantially conform with paragraph 13 herein, which shall indemnify and save harmless Landlord for all claims/injuries as provided therein.

22. Successors and Assigns. This Lease shall run with the Property described in Exhibit A. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

23. Miscellaneous.

(a) Each party agrees to furnish the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind, subject to the exception listed in paragraph 27 below. There are no representations or understandings of any kind not set forth herein. Any modification or amendment to this Lease must be in writing and executed by both parties.

(c) This Lease shall be construed in accordance with the laws of the State of Wisconsin.

(d) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(e) Upon Landlord's request, Tenant shall provide Landlord with copies of all petitions, applications, reports and communications submitted by Tenant to the FCC, Securities and Exchange Commission or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting this Lease or Tenant's operation of its Antenna Facilities.

(f) Nothing contained in this Lease shall limit or interfere with, or be construed to limit or interfere with, any of Landlord's regulatory powers, including, Landlord's authority to enforce its municipal ordinances, include its zoning code.

(g) No provision of this Lease is intended to be, or shall be construed as, a waiver for any purpose by Landlord of the provisions of Wis. Stats. §893.80 or other applicable limits on municipal liability. No indemnification provision contained in this Lease shall be construed to in any way limit any other indemnification provision contained in this Lease.

24. Attorney Fees. Tenant covenants and agrees to pay and discharge all reasonable costs, attorney fees, and expenses which shall be made and incurred by Landlord in the negotiation and preparation of this Lease, which fees (including costs and expenses) shall not exceed actual expenses of $2,000.00. The parties understand that payment of this amount by Tenant under this paragraph shall be in satisfaction of any obligations to pay attorney fees and expenses under any of the agreements or conditions named in this paragraph. This Lease shall not become effective until such fees and costs are paid.

25. Title/Lien Waiver.

Title to Tenant's communication equipment, antenna, cabling and lines and all other property of Tenant ("Tenant's Equipment") shall be held by Tenant. Tenant's Equipment shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove all Tenant's Equipment at its sole expense before or within thirty (30) days subsequent to the expiration or earlier termination of the Lease; provided, however, that Tenant is not in default of the Lease and Tenant repairs any damage to the Leased Premises caused by such removal.

Notwithstanding any language to the contrary contained herein, Landlord does hereby waive any security interest or lien, inclusive of Landlord's lien, whether arising under contract, common law, statute or otherwise in and to Tenant's Equipment and other improvements and personal property of Tenant located in, on or about the Tower, Leased Premises or Property.

26. Tower Marking and Lighting Requirements. Landlord acknowledges that it, and not Tenant, shall be responsible for compliance with all water tower marking and lighting requirements of the Federal Aviation Administration (FAA) and the FCC. Tenant acknowledges that it, and not Landlord, shall be responsible for compliance with all marking and lighting requirements of the FAA and FCC which are imposed due to Tenant's facilities located on the Leased Premises. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities imposed upon Landlord and caused by Landlord's failure to cure the condition of non-compliance within the time allowed. Tenant shall indemnify and hold harmless Landlord from any fines or other liabilities caused by Tenant's failure to comply with the provisions of this paragraph. Either party may terminate this Lease immediately or on notice to the other upon failure to comply with this paragraph.

27. REPLACEMENT AGREEMENT. The Amendment to Tower Lease Agreement between Landlord and Tenant (Merrill Tower – Storm Water) dated January 12, 2018, shall remain in full force and effect. Except as specifically provided herein, this Lease shall replace any and all other prior agreements between the parties including, but not limited to, that certain Original Lease dated July 17, 1997, by and between Landlord and Tenant known to Tenant as contract number 25254. The Original Lease shall terminate and shall be considered null and void upon the Commencement Date of this Lease and no further notice of termination or additional writing shall be necessary on the part of either party. The parties agree that Tenant shall make rent payments per the Original Lease up to the Commencement Date. On the Commencement Date, the terms of this Lease shall govern all rights and obligations of the parties with respect to the Property and all rent payments shall be made pursuant to this Lease.

[Signatures on following page]

CITY OF DE PERE, LANDLORD
By:

_____
James G. Boyd, Mayor

_____
Carey Danen, City Clerk

Personally came before me on this _____ day of _____, 2023, the above mentioned to me known to be the persons who executed the foregoing instrument and acknowledge the same.

_____
Notary Public, Brown County, Wisconsin
My commission expires _____

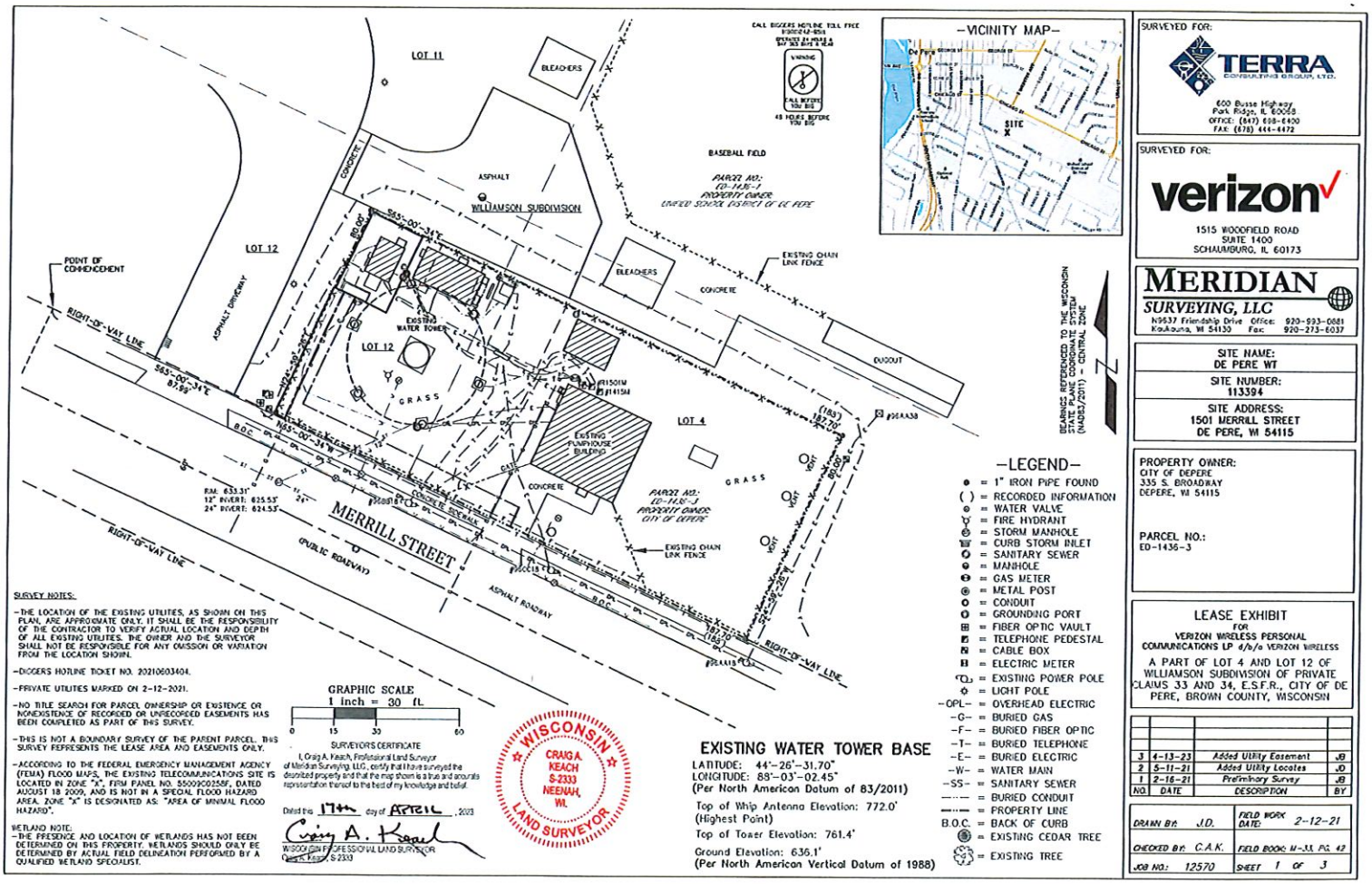
Cellco Partnership d/b/a Verizon Wireless
TENANT
By:

_____
NAME
TITLE

Personally came before me on this _____ day of _____, 2023, the above mentioned to me known to be the person who executed the foregoing instrument and acknowledge the same.

_____
Notary Public, _____County,_____
My commission expires _____

EXHIBIT
A



SURVEY NOTES:

- THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATION SHOWN.
- DIGGERS HOTLINE TICKET NO. 20210603404.
- PRIVATE UTILITIES MARKED ON 2-12-2021.
- NO TITLE SEARCH FOR PARCEL OWNERSHIP OR EXISTENCE OR NONEXISTENCE OF RECORDED OR UNRECORDED EASEMENTS HAS BEEN COMPLETED AS PART OF THIS SURVEY.
- THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. THIS SURVEY REPRESENTS THE LEASE AREA AND EASEMENTS ONLY.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD MAPS, THE EXISTING TELECOMMUNICATIONS SITE IS LOCATED IN ZONE "X", FIRM PANEL NO. 55009C0255F, DATED AUGUST 18 2009, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. ZONE "X" IS DESIGNATED AS: "AREA OF MINIMAL FLOOD HAZARD".

WETLAND NOTE:
- THE PRESENCE AND LOCATION OF WETLANDS HAS NOT BEEN DETERMINED ON THIS PROPERTY. WETLANDS SHOULD ONLY BE DETERMINED BY ACTUAL FIELD DELINEATION PERFORMED BY A QUALIFIED WETLAND SPECIALIST.

GRAPHIC SCALE
1 inch = 30 ft.
0 15 30 60

SURVEYOR'S CERTIFICATE

I, Craig A. Keach, Professional Land Surveyor of Meridian Surveying, LLC, certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this 17th day of APRIL, 2023

Craig A. Keach
WISCONSIN PROFESSIONAL LAND SURVEYOR
CRAIG A. KEACH S-2333

WISCONSIN
CRAIG A. KEACH
S-2333
NEENAH, WI.
LAND SURVEYOR

EXISTING WATER TOWER BASE
LATITUDE: 44°-26'-31.70"
LONGITUDE: 88°-03'-02.45"
(Per North American Datum of 83/2011)
Top of Whip Antenna Elevation: 772.0'
(Highest Point)
Top of Tower Elevation: 761.4'
Ground Elevation: 636.1'
(Per North American Vertical Datum of 1988)

-LEGEND-

- = 1" IRON PIPE FOUND
- ( ) = RECORDED INFORMATION
- = WATER VALVE
- = FIRE HYDRANT
- = STORM MANHOLE
- = CURB STORM INLET
- = SANITARY SEWER
- = MANHOLE
- = GAS METER
- = METAL POST
- = CONDUIT
- = GROUNDING PORT
- = FIBER OPTIC VAULT
- = TELEPHONE PEDESTAL
- = CABLE BOX
- = ELECTRIC METER
- = EXISTING POWER POLE
- = LIGHT POLE
- -OPL- = OVERHEAD ELECTRIC
- -G- = BURIED GAS
- -F- = BURIED FIBER OPTIC
- -T- = BURIED TELEPHONE
- -E- = BURIED ELECTRIC
- -W- = WATER MAIN
- -SS- = SANITARY SEWER
- = BURIED CONDUIT
- = PROPERTY LINE
- B.O.C. = BACK OF CURB
- = EXISTING CEDAR TREE
- = EXISTING TREE

SURVEYED FOR:
TERRA CONSULTING GROUP, LTD.
600 Busse Highway
Park Ridge, IL 60068
OFFICE: (847) 698-6400
FAX: (678) 444-4472

SURVEYED FOR:
verizon
1515 WOODFIELD ROAD
SUITE 1400
SCHAUMBURG, IL 60173

MERIDIAN SURVEYING, LLC
N9537 Friendship Drive Office: 920-993-0681
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:
DE PERE WT

SITE NUMBER:
113394

SITE ADDRESS:
1501 MERRILL STREET
DE PERE, WI 54115

PROPERTY OWNER:
CITY OF DEPERE
335 S. BROADWAY
DEPERE, WI 54115

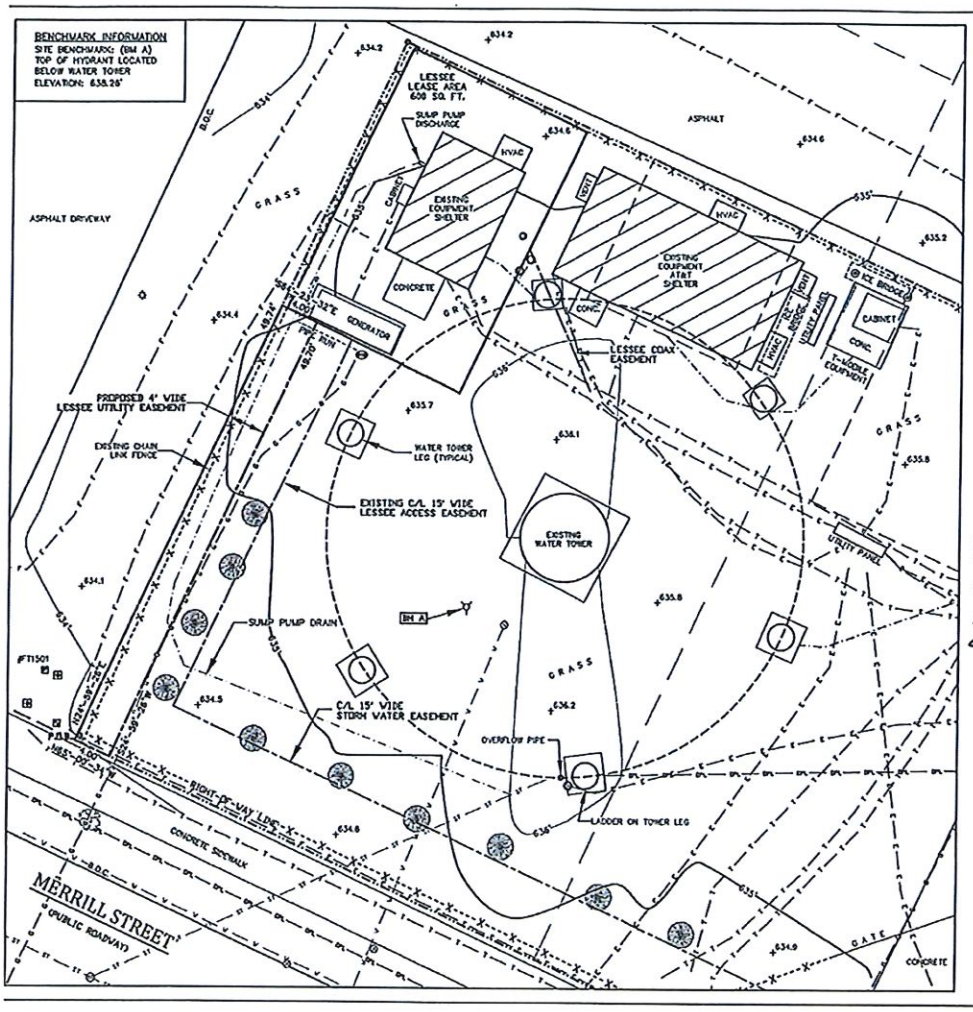
PARCEL NO.:
ED-1436-3

LEASE EXHIBIT
FOR
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a VERIZON WIRELESS

A PART OF LOT 4 AND LOT 12 OF WILLIAMSON SUBDIVISION OF PRIVATE CLAIMS 33 AND 34, E.S.F.R., CITY OF DE PERE, BROWN COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION	BY
3	4-13-23	Added Utility Easement	JB
2	5-11-21	Added Utility Locates	JD
1	2-16-21	Preliminary Survey	JB

DRAWN BY: J.D.	FIELD WORK DATE: 2-12-21
CHECKED BY: C.A.K.	FIELD BOOK: M-33, PG. 42
JOB NO: 12570	SHEET 1 OF 3



—LEGEND—

- ● = 1" IRON PIPE FOUND
- ( ) = RECORDED INFORMATION
- ⊙ = WATER VALVE
- = FIRE HYDRANT
- = STORM MANHOLE
- = CURB STORM INLET
- = SANITARY SEWER
- = MANHOLE
- = GAS METER
- = METAL POST
- = CONDUIT
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- = LIGHT POLE
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- -T- = BURIED TELEPHONE
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- -W- = WATER MAIN
- -SS- = SANITARY SEWER
- = BURIED CONDUIT
- = PROPERTY LINE
- B.O.C. = BACK OF CURB
- = EXISTING CEDAR TREE
- = EXISTING TREE

BEARINGS REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM (NAD83/2011) - CENTRAL ZONE

SURVEYOR'S CERTIFICATE

I, Craig A. Keach, Professional Land Surveyor of Meridian Surveying, LLC., certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this 13th day of APRIL, 2023

Craig A. Keach
WISCONSIN PROFESSIONAL LAND SURVEYOR
Craig A. Keach S-2333

WISCONSIN
CRAIG A. KEACH S-2333 NEENAH, WI.
LAND SURVEYOR

GRAPHIC SCALE
1 inch = 10 ft.
0 5 10 20

SURVEYED FOR:
TERRA CONSULTING GROUP, LTD.
600 Busse Highway
Park Ridge, IL 60068
OFFICE: (847) 605-6400
FAX: (678) 444-4472

SURVEYED FOR:
verizon
1515 WOODFIELD ROAD
SUITE 1400
SCHAUMBURG, IL 60173

MERIDIAN SURVEYING, LLC
N9637 Friendship Drive Office: 920-993-0881
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:
DE PERE WT

SITE NUMBER:
113394

SITE ADDRESS:
1501 MERRILL STREET
DE PERE, WI 54115

PROPERTY OWNER:
CITY OF DEPERE
335 S. BROADWAY
DEPERE, WI 54115

PARCEL NO.:
ED-1436-3

LEASE EXHIBIT

FOR
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a VERIZON WIRELESS

A PART OF LOT 4 AND LOT 12 OF WILLIAMSON SUBDIVISION OF PRIVATE CLAIMS 33 AND 34, E.S.F.R., CITY OF DE PERE, BROWN COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION	BY
3	4-13-23	Added Utility Easement	JB
2	5-11-21	Added Utility Locates	JD
1	2-16-21	Preliminary Survey	JB

DRAWN BY: J.D.	FIELD WORK DATE: 2-12-21
CHECKED BY: C.A.K.	FIELD BOOK: V-33, PG. 42
JOB NO.: 12570	SHEET 2 OF 3

4 FOOT WIDE UTILITY EASEMENT

A part of Lot Twelve (12) of Williamson Subdivision of Private Claims No. Thirty-Three (33) and Thirty-Four (34), East Side of the Fox River, City of De Pere, Brown County, Wisconsin containing 199 square feet (0.004 acres) of land and being described by:

Commencing at the junction of the Northerly extension of the Easterly line of vacated South Webster Avenue in Quinnette Plat with the Northerly line of Merrill Street; thence S65°-00'-34"E 87.99 feet along the Northerly line of said Merrill Street to the point of beginning; thence N24°-59'-26"E 49.74 feet; thence S64°-23'-32"E 4.00 feet; thence S24°-59'-26"W 49.70 feet to a point on the Northerly Line of Merrill Street; thence N65°-00'-34"W 4.00 feet along said Northerly line of said Merrill Street to the point of beginning; being subject to any and all easements and restrictions of record.

CRAIG A. KEUSEN S-2333 NEENAH, WI APRIL 17 2023 AND SURVEYOR

SURVEYED FOR:

TERRA CONSULTING GROUP, LTD.
600 Busse Highway
Park Ridge, IL 60068
OFFICE: (847) 698-6400
FAX: (678) 444-4472

SURVEYED FOR:

verizon
1515 WOODFIELD ROAD
SUITE 1400
SCHAUMBURG, IL 60173

MERIDIAN SURVEYING, LLC
N9637 Friendship Drive Office: 920-593-0881
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:
DE PERE WI

SITE NUMBER:
113394

SITE ADDRESS:
1501 MERRILL STREET
DE PERE, WI 54115

PROPERTY OWNER:
CITY OF DEPERE
335 S. BROADWAY
DEPERE, WI 54115

PARCEL NO.:
ED-1436-3

LEASE EXHIBIT
FOR
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a VERIZON WIRELESS

A PART OF LOT 4 AND LOT 12 OF WILLIAMSON SUBDIVISION OF PRIVATE CLAIMS 33 AND 34, E.S.F.R., CITY OF DE PERE, BROWN COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION	BY
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4 FOOT WIDE UTILITY EASEMENT

A part of Lot Twelve (12) of Williamson Subdivision of Private Claims No. Thirty-Three (33) and Thirty-Four (34), East Side of the Fox River, City of De Pere, Brown County, Wisconsin containing 199 square feet (0.004 acres) of land and being described by:

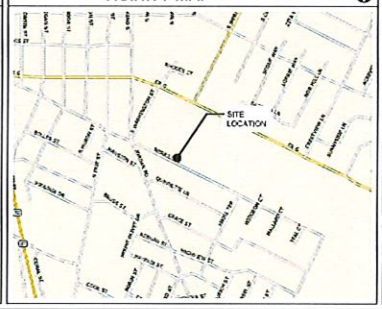
Commencing at the junction of the Northerly extension of the Easterly line of vacated South Webster Avenue in Quinnette Plat with the Northerly line of Merrill Street; thence S65°-00'-34"E 87.99 feet along the Northerly line of said Merrill Street to the point of beginning; thence N24°-59'-26"E 49.74 feet; thence S64°-23'-32"E 4.00 feet; thence S24°-59'-26"W 49.70 feet to a point on the Northerly Line of Merrill Street; thence N65°-00'-34"W 4.00 feet along said Northerly line of said Merrill Street to the point of beginning; being subject to any and all easements and restrictions of record.

CONSULTANT TEAM

PROJECT CONSULTANT:	TERRA CONSULTING GROUP, LTD. 600 BUSSE HIGHWAY PARK RIDGE, IL 60068 (847) 698-6400
SURVEYOR:	MERIDIAN SURVEYING, LLC N9637 FRIENDSHIP DR KAUKAUNA, WI 54130 (920) 993-0681

VICINITY MAP

N.T.S.



REGIONAL MAP

N.T.S.



PROJECT TYPE

PROPOSED VERIZON FIBER INSTALLATION AT EXISTING VERIZON EQUIPMENT AREA.

PROJECT INFORMATION

SITE COORDINATES:	LATITUDE: 44° 25' 31.70" N LONGITUDE: 88° 03' 02.49" W
JURISDICTION:	CITY OF DEPERE
ADDRESS:	1501 MERRILL ST DEPERE, WI 54115
OCCUPANCY:	UNINHABITED
CONSTRUCTION TYPE:	FIBER INSTALLATION
APPLICANT:	VERIZON WIRELESS 1701 GOLF ROAD, TOWER 2, SUITE 400 ROLLING MEADOWS, IL 60008

verizon
1701 GOLF ROAD, TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PHONE: (847) 698-6400
FAX: (847) 698-6401

verizon

1701 GOLF ROAD, TOWER 2, SUITE 400
ROLLING MEADOWS, ILLINOIS 60008
PHONE: (847) 619-5397 FAX: (847) 706-7415

WISCONSIN
JOHN W. WARMBIER
E-36568
PROFESSIONAL ENGINEER
4/11/2023

LOCATION NUMBER: 113394

SITE NAME: DEPERE WT

1501 MERRILL ST
DEPERE, WI 54115

SHEET	DRAWING INDEX	REVISION
T-1	TITLE SHEET	E
LP	LOCATION PLAN	E
C-1	ENLARGED SITE PLAN	E
C-2	SITE DETAILS	E
EX-1	PHOTO EXHIBIT	E

ATTACHMENTS		
-	SURVEY	-

22" x 34" IS FULL SCALE.
11" x 17" IS HALF SCALE.

REVISIONS

NO.	DESCRIPTION	DATE	BY
-	ISSUED FOR REVIEW	07/07/21	PP
A	REVISED PER UPDATED SURVEY	08/25/21	PP
B	REVISED PER FIBER CONDUIT ROUTE & STORM DRAIN ADD	09/29/21	DMS
C	UPDATED PER SURVEY	04/13/21	DMS
D	REVISED CONDUIT ROUTE PER LL	04/04/22	DMS
E	REVISED PER EPP COMMENTS	03/22/23	PP
0	ISSUED FOR FINAL	04/03/23	DMS

LOC. # 113394

DEPERE WT

1501 MERRILL ST,
DEPERE, WI 54115

DRAWN BY:	PP
CHECKED BY:	TAZ
DATE:	01.26.21
PROJECT #:	129-747

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

LEGEND

- = 1" IRON PIPE FOUND
- = COUNTY MONUMENT FOUND
- = ELECTRIC TRANSFORMER
- = ELECTRIC METER
- = TELEPHONE PEDESTAL
- = FIBER OPTIC PEDESTAL
- = GAS METER
- = GAS VALVE
- = LIGHT POLE
- = GROUNDING PORT
- = METAL POST
- = CONDUIT
- = SIGN
- = EXISTING PINE TREE
- = EXISTING TREE
- = CHAINLINK FENCE LINE
- = BURIED ELECTRIC
- = BURIED TELEPHONE
- = BURIED ELEC. & TELE.
- = BURIED FIBER OPTIC LINE
- = BURIED GAS LINE
- = PROPERTY LINE

MERIDIAN
SURVEYING, LLC
N9637 Friendship Drive Office: 920-993-0881
Kaukauna, WI 54130 Fax: 920-273-6037

EM#1) TOP OF HYDRANT LOCATED BELOW WATER TOWER

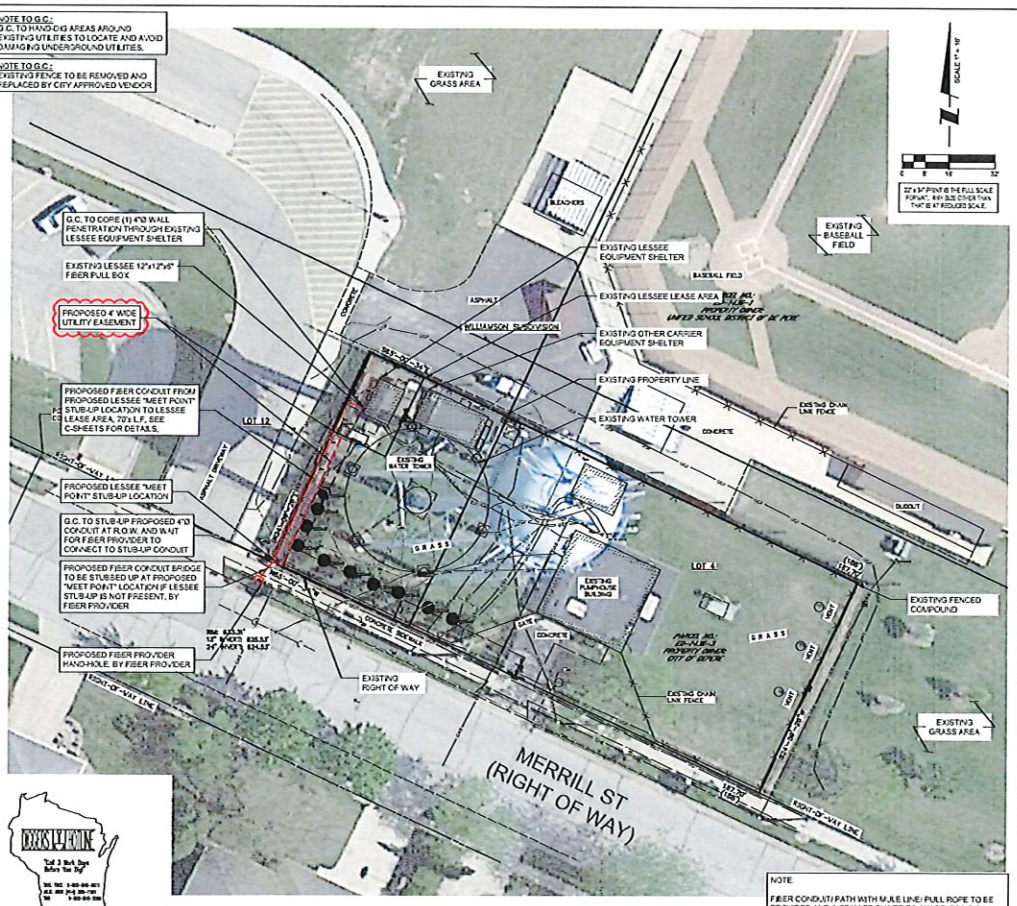
ELEVATION: 638.26'

GENERAL SITE NOTES

1. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING PAVEMENT. CONTRACTOR SHALL PHOTOGRAPH AND VIDEOTAPE EXISTING PAVEMENT PRIOR TO CONSTRUCTION. ANY DAMAGE CAUSED DURING CONSTRUCTION SHALL BE REPLACED TO EXISTING OR BETTER CONDITION AT NO ADDITIONAL COST.
2. THE CONTRACTOR WILL, UPON BECOMING AWARE OF SUBSURFACE OR LATENT PHYSICAL CONDITIONS DIFFERING FROM THOSE DISCLOSED BY THE ORIGINAL SOIL INVESTIGATION WORK, PROMPTLY NOTIFY THE OWNER VERBALLY AND IN WRITING, AS TO THE NATURE OF THE DIFFERING CONDITIONS. NO CLAIM BY THE CONTRACTOR FOR ANY CONDITIONS DIFFERING FROM THOSE ANTICIPATED IN THE PLANS AND SPECIFICATIONS AND DISCLOSED BY THE SOIL STUDIES WILL BE ALLOWED UNLESS THE CONTRACTOR HAS SO NOTIFIED THE OWNER, VERBALLY AND IN WRITING, AS REQUIRED ABOVE, OF SUCH DIFFERING SUBSURFACE CONDITIONS.
3. BEFORE AND DURING CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE ADEQUATE EROSION CONTROL AS NECESSARY IN THE FORM OF SILT FENCES FOR THE SITE AND BALES AROUND ANY EXISTING MANHOLES, INLETS, OR CATCH BASINS SUSCEPTIBLE TO EROSION. EROSION CONTROL MEASURES SHALL BE PERIODICALLY INSPECTED TO ENSURE PROPER FUNCTION. EROSION CONTROL SHALL BE REMOVED UPON COMPLETION OF WORK.
4. G.C. TO HAND-DIG AREA AROUND EXISTING UTILITIES TO LOCATE AND

NOTE TO G.C.:
G.C. TO HAND-DIG AREAS AROUND EXISTING UTILITIES TO LOCATE AND AVOID DAMAGING UNDERGROUND UTILITIES.

NOTE TO G.C.:
EXISTING FENCE TO BE REMOVED AND REPLACED BY CITY APPROVED VENDOR



1 LOCATION PLAN

NOTE:
FIBER CONDUIT/PATH WITH MULE LINE/ PULL ROPE TO BE PROVIDED AND INSTALLED BY VERIZON WIRELESS G.C.

FIBER PROVIDER IS RESPONSIBLE FOR SUPPLYING PULLING FEEER LINE FROM R.O.W. TO EQUIPMENT

verizon
1791 OLD PLANK ROAD
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 709-7400
FAX: (847) 709-7415

TERRA
680 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PHONE: (847) 698-6400
FAX: 847-698-6401

REVISIONS

NO.	DESCRIPTION	DATE	BY
-	ISSUED FOR REVIEW	07/09/21	PP
A	REVISED PER UPDATED SURVEY	08/20/21	PP
B	REVISED PER FIBER CONDUIT ROUTE & STORM DRAIN ADD	09/07/21	DMS
C	UPDATED PER SURVEY	09/13/21	DMS
D	REVISED CONDUIT ROUTE PER P.L.	11/09/21	DMS
E	REVISED PER CITY COMMENTS	12/03/21	PP
F	ISSUED FOR FINAL	12/09/21	DMS

LOC. # 113394

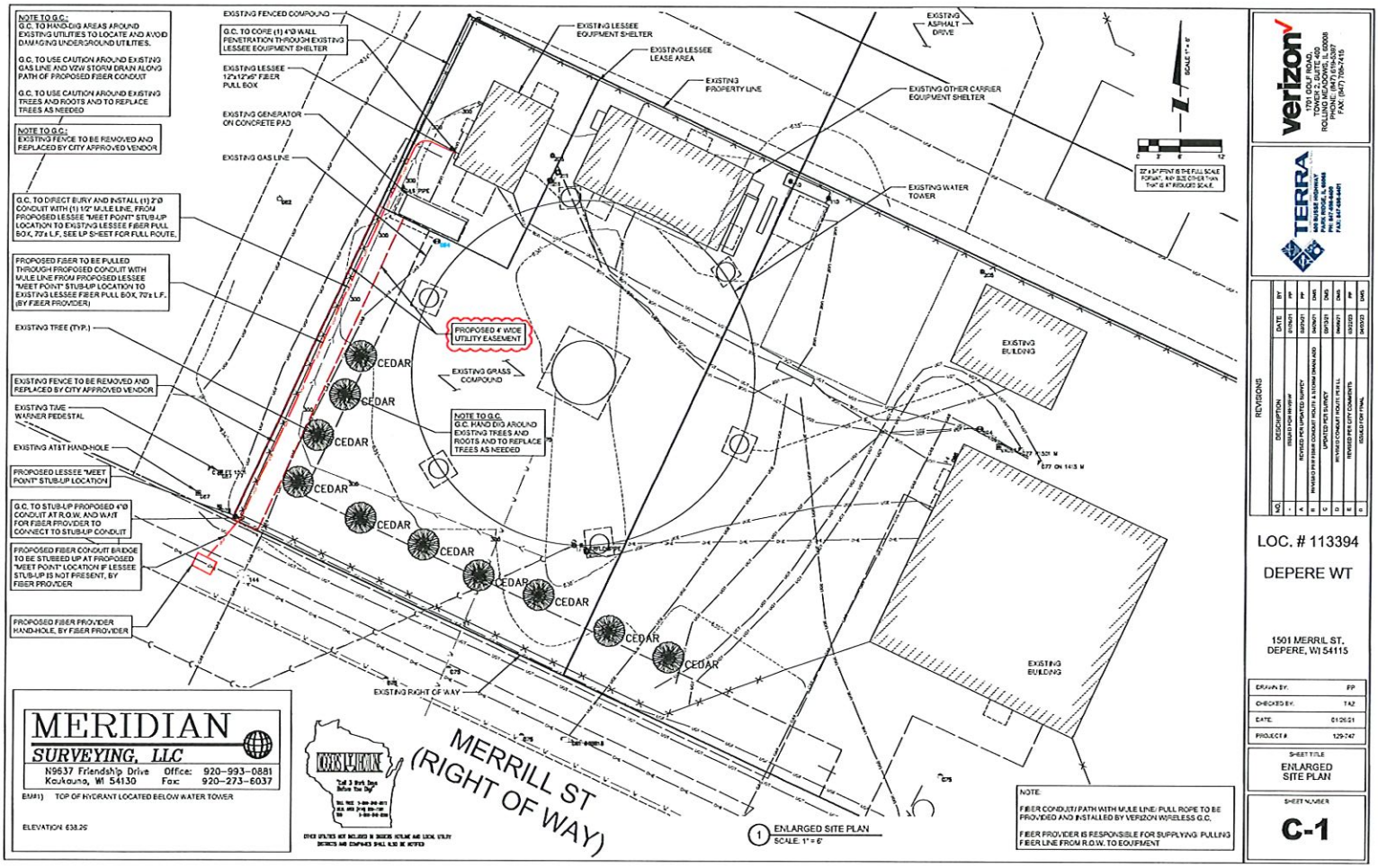
DEPERE WT

1501 MERRIL ST,
DEPERE, WI 54115

DRAWN BY:	PP
CHECKED BY:	TAZ
DATE:	01/26/21
PROJECT #:	129-747

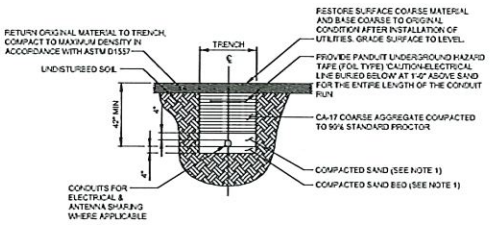
SHEET TITLE
LOCATION PLAN

SHEET NUMBER
LP

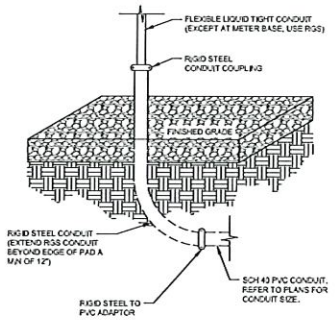

NOTE TO G.C.:
G.C. TO HAND-DIG AREAS AROUND EXISTING UTILITIES TO LOCATE AND AVOID DAMAGING UNDERGROUND UTILITIES.
G.C. TO USE CAUTION AROUND EXISTING GAS LINE AND VZW STORM DRAIN ALONG PATH OF PROPOSED FIBER CONDUIT
G.C. TO USE CAUTION AROUND EXISTING TREES AND ROOTS AND TO REPLACE TREES AS NEEDED
NOTE TO G.C.:
EXISTING FENCE TO BE REMOVED AND REPLACED BY CITY APPROVED VENDOR
G.C. TO DIRECT BURY AND INSTALL (1) 2"Ø CONDUIT WITH (1) 1/2" MULE LINE, FROM PROPOSED LESSEE "MEET POINT" STUB-UP LOCATION TO EXISTING LESSEE FIBER PULL BOX, 70± L.F. SEE LP SHEET FOR FULL ROUTE.
PROPOSED FIBER TO BE PULLED THROUGH PROPOSED CONDUIT WITH MULE LINE FROM PROPOSED LESSEE "MEET POINT" STUB-UP LOCATION TO EXISTING LESSEE FIBER PULL BOX, 70± L.F. (BY FIBER PROVIDER)
EXISTING TREE (TYP.)
EXISTING FENCE TO BE REMOVED AND REPLACED BY CITY APPROVED VENDOR
EXISTING TIME WARNER PEDESTAL
EXISTING AT&T HAND-HOLE
PROPOSED LESSEE "MEET POINT" STUB-UP LOCATION
G.C. TO STUB-UP PROPOSED 4"Ø CONDUIT AT R.O.W. AND WAIT FOR FIBER PROVIDER TO CONNECT TO STUB-UP CONDUIT
PROPOSED FIBER CONDUIT BRIDGE TO BE STUBBED UP AT PROPOSED "MEET POINT" LOCATION IF LESSEE STUB-UP IS NOT PRESENT, BY FIBER PROVIDER
PROPOSED FIBER PROVIDER HAND-HOLE, BY FIBER PROVIDER
EXISTING FENCED COMPOUND
G.C. TO CORE (1) 4"Ø WALL PENETRATION THROUGH EXISTING LESSEE EQUIPMENT SHELTER
EXISTING LESSEE 12"x12"x6" FIBER PULL BOX
EXISTING GENERATOR ON CONCRETE PAD
EXISTING GAS LINE
EXISTING LESSEE EQUIPMENT SHELTER
EXISTING LESSEE LEASE AREA
EXISTING PROPERTY LINE
EXISTING ASPHALT DRIVE
EXISTING OTHER CARRIER EQUIPMENT SHELTER
EXISTING WATER TOWER
PROPOSED 4' WIDE UTILITY EASEMENT
EXISTING GRASS COMPOUND
NOTE TO G.C.
G.C. HAND DIG AROUND EXISTING TREES AND ROOTS AND TO REPLACE TREES AS NEEDED
EXISTING BUILDING
EXISTING BUILDING
CEDAR
EXISTING RIGHT OF WAY
MERRILL ST
(RIGHT OF WAY)
1 ENLARGED SITE PLAN
SCALE: 1" = 6'
SCALE: 1" = 6'
27 x 34" PRINT IS THE FULL SCALE FORMAT. ANY SIZE OTHER THAN THAT IS A PROPORTIONAL SCALE.
NOTE:
FIBER CONDUIT/PATH WITH MULE LINE/ PULL ROPE TO BE PROVIDED AND INSTALLED BY VERIZON WIRELESS G.C.
FIBER PROVIDER IS RESPONSIBLE FOR SUPPLYING PULLING FIBER LINE FROM R.O.W. TO EQUIPMENT
MERIDIAN
SURVEYING, LLC
N9637 Friendship Drive Office: 920-993-0881
Kaukauna, WI 54130 Fax: 920-273-6037
EM#1) TOP OF HYDRANT LOCATED BELOW WATER TOWER
ELEVATION 638.25
verizon
1791 GOLF ROAD,
TOWER 1, 3RD FLOOR
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-4287
FAX: (847) 709-4161
TERRA
641 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PHONE: (847) 698-6487
FAX: 847-698-6461
REVISIONS
NO. DESCRIPTION DATE BY
- A REVISION PER REVIEW 07/26/21 PP
A B REVISED PER UPDATED SURVEY 08/25/21 DMS
B C REVISED PER UPDATED SURVEY 09/13/21 DMS
C D UPDATED PER SURVEY 09/24/21 DMS
D E REVISED CONDUIT ROUTE, FIX LL 09/24/21 PP
E F REVISED PER CITY COMMENTS 10/22/23 PP
F G ISSUED FOR FINAL 04/03/23 DMS
LOC. # 113394
DEPERE WT
1501 MERRILL ST,
DEPERE, WI 54115
DRAWN BY: PP
CHECKED BY: TAZ
DATE: 01/26/21
PROJECT #: 129-747
SHEET TITLE
ENLARGED SITE PLAN
SHEET NUMBER
C-1

NOTES

1. LEAN CONCRETE, RED-COLORED TOP, MAY BE USED IN PLACE OF COMPACTED SAND.
2. BURY CONDUITS 42" BELOW GRADE OR 6" BELOW FROST LINE, WHICHEVER IS GREATER
3. CONDUIT SIZE, TYPE, QUANTITY AND SEPARATION DIMENSION TO BE VERIFIED WITH LOCAL UTILITY COMPANY REQUIREMENTS



1 UTILITY TRENCH DETAIL
SCALE: N.T.S.



2 STUB UP DETAIL
SCALE: N.T.S.

verizon
CELL SITE OPERATIONS
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 290-7007
FAX: (847) 709-7415

TERRA
800 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PHONE: (847) 698-6500
FAX: 847-698-6501

REVISIONS

NO.	DESCRIPTION	DATE	BY
-	ISSUED FOR REVIEW	07/06/21	FP
A	REVISED PER UPDATED SURVEY	08/04/21	DMS
B	REVISED PER FINAL CONDUIT ROUTE & STORM DRAIN ADD	09/04/21	DMS
C	UPDATED PER SURVEY	09/13/21	DMS
D	REVISED CONDUIT ROUTE PER LL	09/06/21	DMS
E	REVISED PER CITY COMMENTS	10/22/23	FP
F	ISSUED FOR FINAL	04/03/23	MMS

LOC. # 113394

DEPERE WT

1501 MERRIL ST.
DEPERE, WI 54115

DRAWN BY:	FP
CHECKED BY:	TAZ
DATE:	01/26/21
PROJECT #:	129747

SHEET TITLE
SITE DETAILS

SHEET NUMBER
C-2



1 PROPOSED FIBER PROVIDER HAND-HOLE



2 PROPOSED "MEET POINT" STUB-UP LOCATION



3 PROPOSED FIBER ROUTE



4 PROPOSED FIBER ROUTE



5 EXISTING LESSEE FIBER PULL BOX



6 PROPOSED SHELTER PENETRATION

verizon

TERRA

REVISIONS

NO.	DESCRIPTION	DATE	BY
-	ISSUED FOR REVIEW	07/19/21	FP
A	REVISED PER UPDATED SURVEY	08/25/21	DMS
B	REVISED PER FIBER CONDUIT ROUTE & STORM DRAIN ADD	09/16/21	DMS
C	UPDATED PER SURVEY	09/13/21	DMS
D	REVISED CONDUIT ROUTE / PULL	09/30/21	DMS
E	REVISED PER CITY COMMENTS	10/22/21	FP
F	ISSUED FOR FINAL	12/03/21	DMS

LOC. # 113394

DEPERE WT

1501 MERRIL ST.
DEPERE, WI 54115

DRAWN BY:	FP
CHECKED BY:	TAZ
DATE:	01/26/21
PROJECT #:	129-747

SHEET TITLE
PHOTO EXHIBIT

SHEET NUMBER
EX-1

EXHIBIT
B





SITE LOCATION MAPS

verizonwireless

VERIZON WIRELESS
DE PERE WT [113394]
DE PERE, WISCONSIN
ANTENNA MOD DRAWINGS
124' WATER TOWER
SEPTEMBER 2013

PROJECT DESCRIPTION:

PROJECT TYPE: 124' WATER TOWER
PRO. ANTENNA C/L: 128' ABOVE T.O.C. (VERIFY WITH ECR)
ANTENNAS: 6 EXIST. PCS ANT. TO REMAIN (VERIFY WITH ECR)
3 EXISTING LTE ANT. TO BE REMOVED (VERIFY WITH ECR)
3 PRO. AWS/LTE ANT. (VERIFY WITH ECR)
COAX LINES: 12 EXIST. 1-5/8" LINES TO REMAIN (VERIFY WITH ECR)
1 PRO. AWS HYBRID CABLE (VERIFY WITH ECR)
AWS EQUIPMENT: 2 PRO. SURGE PROTECTORS (VERIFY WITH ECR)
3 PRO. REMOTE RADIO UNITS (VERIFY WITH ECR)
3 FUTURE REMOTE RADIO UNITS (VERIFY WITH ECR)
3 PRO. BIAS-T CONNECTORS (VERIFY WITH ECR)
EQUIPMENT: EXIST. 9' x 13' EQUIPMENT SHELTER
GENERATOR: EXIST. EXTERIOR GENERATOR

SHEET INDEX:

NO.:	PAGE TITLE:
T-1	TITLE SHEET
C-1	COMPOUND PLAN
C-2	EQUIP. SHELTER INTERIOR
A-1	TOWER ELEVATION
A-2	ANTENNA CONFIGURATION
A-3	ANTENNA CONFIGURATION
A-4	INSTALLATION DETAILS
P-1	SITE PHOTOGRAPHS

PROJECT DIRECTORY:

CLIENT:
VERIZON WIRELESS
1515 E. WOODFIELD ROAD
10TH FLOOR
SCHAUMBURG, IL 60173
CONTACT: BRYAN LAZUKA
PHONE: 847.833.1154

ENGINEERING COMPANY:
EDGE CONSULTING ENGINEERS, INC.
624 WATER STREET
PRAIRIE DU SAC, WI 53578
CONTACT: PAUL MOLITOR
PHONE: 608.644.1449

SITE ACQUISITION:
BUELL CONSULTING, INC.
2324 UNIVERSITY AVE WEST
SUITE 200
ST. PAUL, MN 55114
CONTACT: TAMMY MICHALETZ
OFFICE: 651.361.8111
MOBILE: 763.742.6866
FAX: 651.225.0795

PROJECT INFO:

SITE LOCATION:
1501 MERRILL STREET
DE PERE, WI 54115

PROPERTY/TOWER OWNER:
CITY OF DE PERE
925 S. 6TH STREET
DE PERE, WI 54115
CONTACT: WATER FOREMAN - DAN CARPENTER
PHONE: 920.339.4072

1A INFORMATION (NAD 1983/91)
-TOWER BASE- (PER PREVIOUS PRIMECO SURVEY)
LAT: 44°-26'-31.7"
LONG: 88°-03'-02.5"
GROUND ELEVATION (NGVD 29): 636.1'

STRUCTURAL REVIEW NOTE

TOWER STRUCTURAL ANALYSIS COMPLETED BY STRUCTURAL ENGINEER. REFER TO ANALYSIS BY:
HAGEN ENGINEERING INTERNATIONAL, INC.
REPORT #: 13-2893, DATE 05/28/13
CONTRACTOR TO REVIEW STRUCTURAL REPORT IN ITS ENTIRETY. ANY DISCREPANCIES OR DISAGREEMENTS BETWEEN THE REPORT AND THESE PLANS SHOULD BE RESOLVED PRIOR TO CONSTRUCTION.

UTILITY INFORMATION

ELECTRIC PROVIDER:	WISCONSIN PUBLIC SERVICE CO. 1.877.444.0888
TELEPHONE PROVIDER:	AT&T 1.888.434.2586

TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN, CALL DIGGERS HOTLINE
TOLL FREE 1-800-242-8511
FAX A LOCATE 1-800-338-3860
WI STATUTE 182.0175 (1974) REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

ENGINEER SEAL:
WISCONSIN
KENNETH C. BAUMGARDT
33001
PRAIRIE DU SAC, WI
PROFESSIONAL ENGINEER

I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN.

Signature:
Date: 9/9/13

Edge Consulting Engineers, Inc.
624 Water Street
Prairie du Sac, WI 53578
608.644.1449 voice
608.644.1549 fax

TITLE SHEET
DE PERE WT [113394]
DE PERE, WISCONSIN

SHEET FILE:

PRELIMINARY CDs:
PRELIM. ANTENNA MOD. - 03/27/13

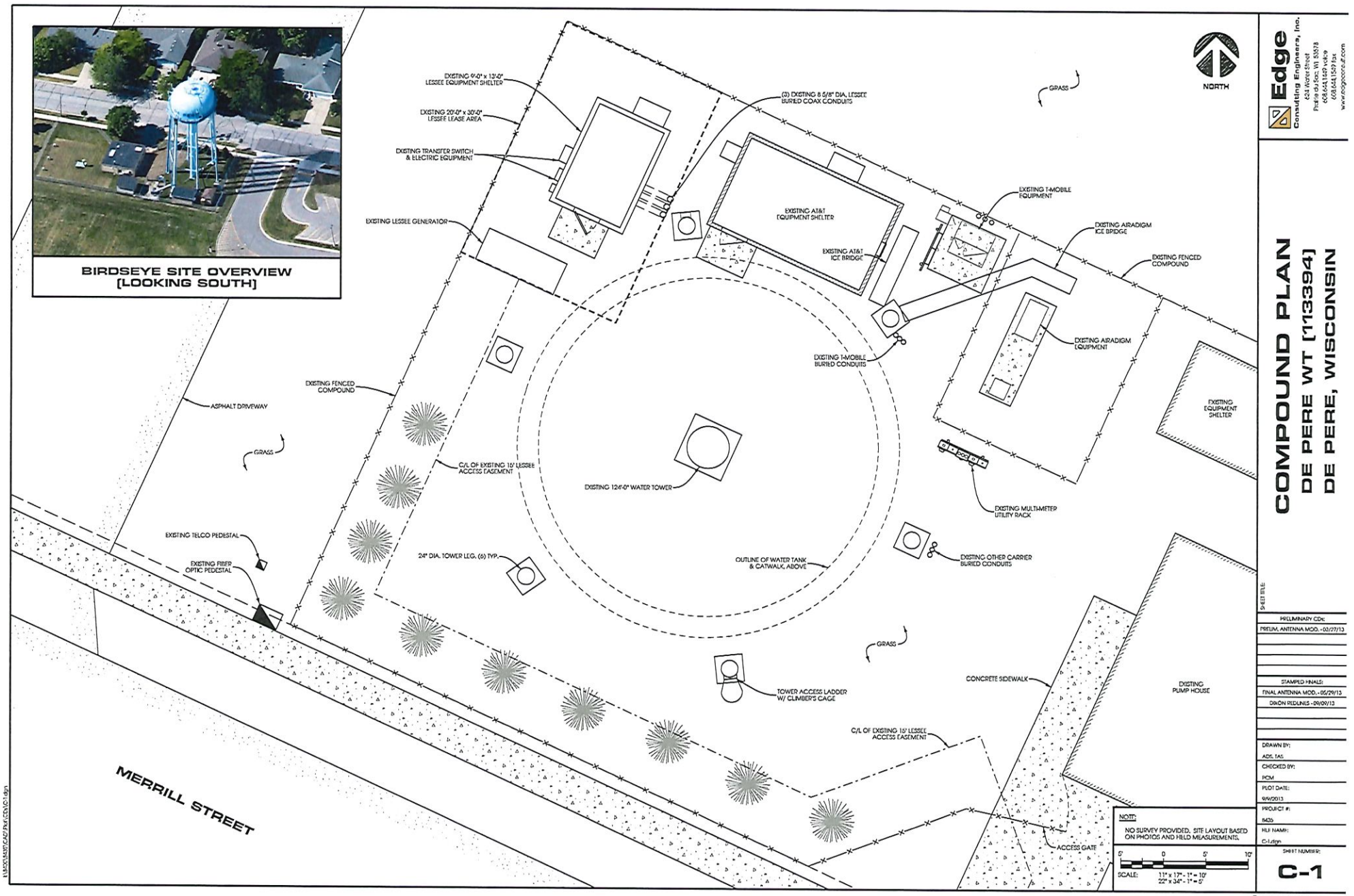
STAMPED FINALS:
FINAL ANTENNA MOD. - 05/29/13
DIXON REDLINES - 09/09/13

DRAWN BY: ADS, TAS
CHECKED BY: PCM
PLOT DATE: 9/9/2013
PROJECT #: 8435
FILE NAME: T-1.dgn

SHEET NUMBER: T-1

© EDGE CONSULTING ENGINEERS, IN

BIRDSEYE SITE OVERVIEW
[LOOKING SOUTH]



NOTE:
NO SURVEY PROVIDED. SITE LAYOUT BASED ON PHOTOS AND FIELD MEASUREMENTS.

SCALE: 11" x 17" - 1" = 10'
22" x 34" - 1" = 5'

COMPOUND PLAN
DE PERE WT [113394]
DE PERE, WISCONSIN

SHEET TITLE:

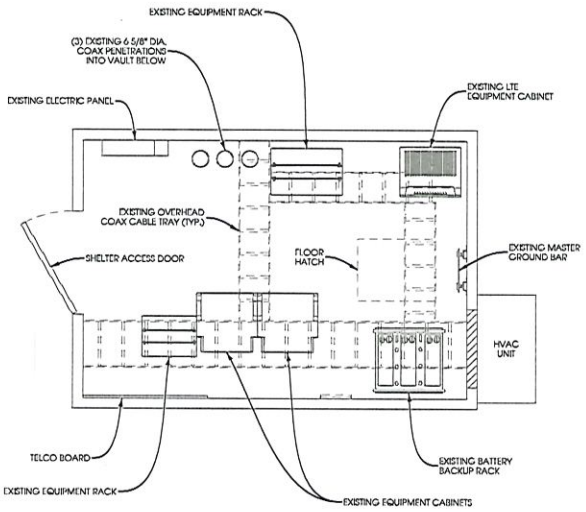
PRELIMINARY CDs:
PRELIM. ANTENNA MOD. - 03/27/13

STAMPED FINALS:
FINAL ANTENNA MOD. - 05/29/13
DRON REDLINES - 09/09/13

DRAWN BY:
ADS, TAS
CHECKED BY:
PCM
PLOT DATE:
9/9/2013
PROJECT #:
8426
FILE NAME:
C-1.dgn

SHEET NUMBER:
C-1

© EDGE CONSULTING ENGINEERS, INC



A C-2 **EXISTING SHELTER INTERIOR LAYOUT**

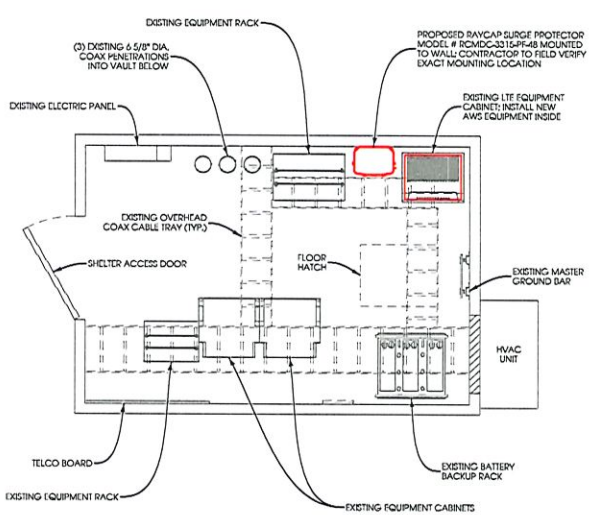
SCALE: 11 x 17 - 1/4" = 1'-0"
22 x 34 - 1/2" = 1'-0"



EXISTING LTE EQUIPMENT CABINET



PROPOSED LOCATION OF RAYCAP SURGE PROTECTOR



B C-2 **PROPOSED SHELTER INTERIOR LAYOUT**

SCALE: 11 x 17 - 1/4" = 1'-0"
22 x 34 - 1/2" = 1'-0"

Edge
Consulting Engineers, Inc.
424 Acker Street
Prairie du Sac, WI 53578
608.644.1549 voice
608.644.1549 fax
www.edgeconsult.com

EQUIP. SHELTER INTERIOR

DE PERE WT [113394]
DE PERE, WISCONSIN

SHEET TITLE:

PRELIMINARY CDs:
PRELIM. ANTENNA MOD. - 03/27/13

STAMPED FINALS:
FINAL ANTENNA MOD. - 05/29/13
DIXON REDLINES - 09/09/13

DRAWN BY:
ADS, TAS
CHECKED BY:
PCM
PLOT DATE:
9/9/2013
PROJECT #:
8435
FILE NAME:
C-2.dgn

SHEET NUMBER:
C-2

© EDGE CONSULTING ENGINEERS, INC

HYBRID CABLE INFO TABLE			
	DESCRIPTION:		MODEL #:
ALPHA SECTOR:	190'± FROM SHELTER SURGE PROTECTOR TO ALPHA SECTOR SURGE PROTECTOR		RFA1A08-2A6SN
BETA SECTOR:	20'± FROM ALPHA SECTOR SURGE PROTECTOR TO BETA SECTOR SURGE PROTECTOR		RFA1A08-2A6SN
GAMMA SECTOR:	15'± FROM ALPHA SECTOR SURGE PROTECTOR TO GAMMA SECTOR REMOTE RADIO UNIT		RFA1A08-2A6SN
QUANTITY FROM COAX PORT:	1	TOTAL LENGTH:	220'±

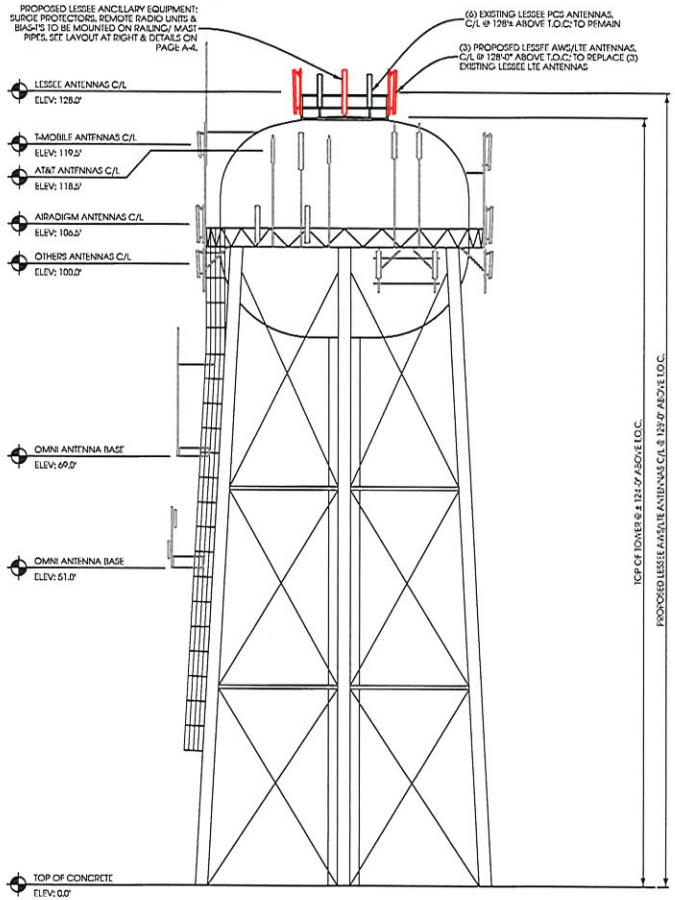
COLLOCATION NOTE:

STRUCTURAL ANALYSIS COMPLETED BY OTHERS. CONTRACTOR TO THOROUGHLY REVIEW THE TOWER STRUCTURAL ANALYSIS FOR INFORMATION PERTAINING TO TOWER UPGRADES, MOUNTING TYPES, ANTENNA HEIGHTS, AND COAX ROUTING. ANY DISCREPANCIES BETWEEN THE DRAWINGS, STRUCTURAL ANALYSIS, AND TOWER PLANS SHOULD BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER PRIOR TO BIDDING AND INSTALLATION.

NOTES:

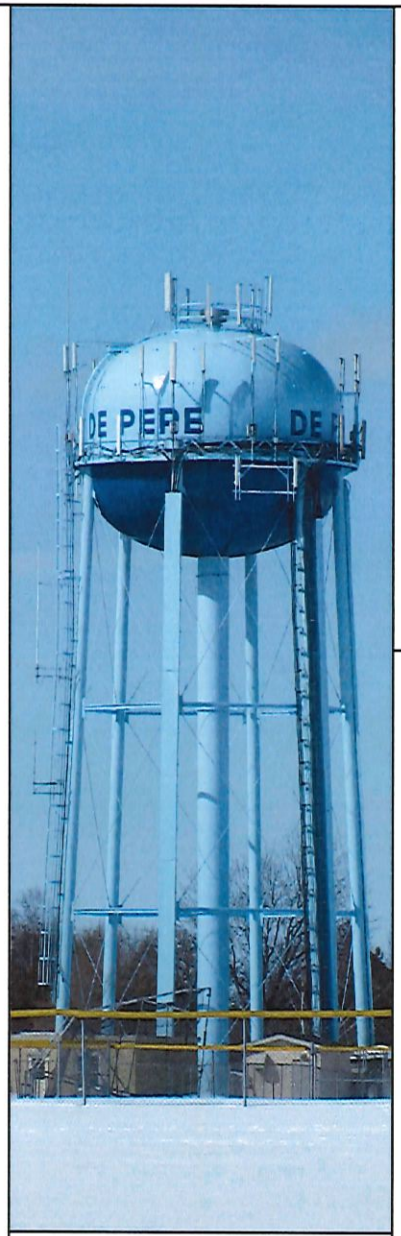
CONTRACTOR TO VERIFY HEIGHT AND DIRECTION OF ANTENNA WITH PROJECT MANAGER & FINAL RF DESIGN.

ALL ANTENNA AZIMUTHS TO BE FROM TRUE NORTH.



A A-1 **TOWER PROFILE [EAST ELEVATION]**

SCALE: 11" x 17" - 1" = 20'-0"
22" x 34" - 1" = 10'-0"

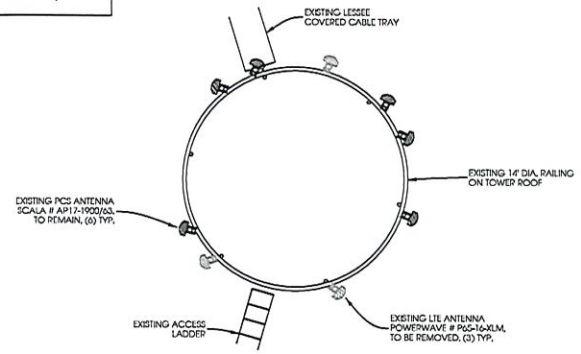


EXISTING TOWER PROFILE [LOOKING WEST]

ANTENNA LEGEND:
- EXISTING PCS ANTENNA (TO REMAIN)
- EXISTING LTE ANTENNA (TO BE REMOVED)

NOTE: ALL ANTENNA AZIMUTHS TO BE FROM TRUE NORTH

NORTH



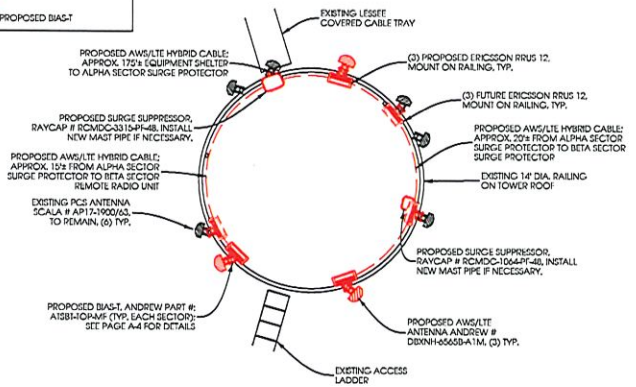
B A-1 **EXISTING ANTENNA ORIENTATION**

SCALE: 11" x 17" - 1" = 8'-0"
22" x 34" - 1" = 4'-0"

ANTENNA LEGEND:
- EXISTING PCS ANTENNA (TO REMAIN)
- PROPOSED AWS/LTE ANTENNA
- PROPOSED BIAS-T

NOTE: ALL ANTENNA AZIMUTHS TO BE FROM TRUE NORTH

NORTH



C A-1 **PROPOSED ANTENNA ORIENTATION**

SCALE: 11" x 17" - 1" = 8'-0"
22" x 34" - 1" = 4'-0"

Edge
Consulting Engineers, Inc.
624 Acme Street
Fredonia, WI 53021
608.644.1549 voice
608.644.1549 fax
www.edgeconsulting.com

TOWER ELEVATION
DE PERE WT [113394]
DE PERE, WISCONSIN

SHEET TITLE

PRELIMINARY CDs:	
PRELIM. ANTENNA MOD. - 03/27/13	
STAMPED FINALS:	
FINAL ANTENNA MOD. - 05/29/13	
DRDN REDLINES - 09/09/13	
DRAWN BY:	
ADS, TAS	
CHECKED BY:	
PCM	
PLOT DATE:	
9/9/2013	
PROJECT #:	
5435	
FILE NAME:	
A-1.dgn	

SHEET NUMBER:

A-1

© EDGE CONSULTING ENGINEERS, INC

EQUIPMENT CHANGE REQUEST FORM- ECR

Cell Name	Depere WT	Cell ID	62
Location Number	113394	Address	1501 Merrill St
Date of Request	1/16/2013	City/State/Zip	DePere
RF Engineer	Mike Fischer		
Market	Milwaukee		

EXISTING CONFIGURATION

Sector	Position	Port	RF Path	Antenna Manufacturer	Antenna Model	Centerline	Azimuth	Variable Tilt	Mechanical Tilt
Alpha	A1	L1	Unused at this time	Scala	AP20-1900/63	130	25	N/A	3
		L2	Unused at this time						
		H1	PCS - RxTx0						
		H2	Unused at this time						
	A2	L1	LTE C - RxTx0-eNB1	Powerwave	P65-16-XLM	130	25	4	0
		L2	LTE C - RxTx1-eNB1						
		H1	Unused at this time						
		H2	Unused at this time						
	A3	L1	Unused at this time						
		L2	Unused at this time						
		H1	Unused at this time						
		H2	Unused at this time						
	A4	L1	Unused at this time	Scala	AP20-1900/63	130	25	N/A	3
		L2	Unused at this time						
		H1	PCS - RxTx1						
		H2	Unused at this time						
Beta	B1	L1	Unused at this time	Scala	AP20-1900/63	130	115	N/A	4
		L2	Unused at this time						
		H1	PCS - RxTx0						
		H2	Unused at this time						
	B2	L1	LTE C - RxTx0-eNB1	Powerwave	P65-16-XLM	130	130	4	0
		L2	LTE C - RxTx1-eNB1						
		H1	Unused at this time						
		H2	Unused at this time						
	B3	L1	Unused at this time						
		L2	Unused at this time						
		H1	Unused at this time						
		H2	Unused at this time						
	B4	L1	Unused at this time	Scala	AP20-1900/63	130	115	N/A	4
		L2	Unused at this time						
		H1	PCS - RxTx1						
		H2	Unused at this time						
GAMMA	G1	L1	Unused at this time	Scala	AP20-1900/63	130	285	N/A	3
		L2	Unused at this time						
		H1	PCS - RxTx0						
		H2	Unused at this time						
	G2	L1	LTE C - RxTx0-eNB1	Powerwave	P65-16-XLM	130	250	4	0
		L2	LTE C - RxTx1-eNB1						
		H1	Unused at this time						
		H2	Unused at this time						
	G3	L1	Unused at this time						
		L2	Unused at this time						
		H1	Unused at this time						
		H2	Unused at this time						
	G4	L1	Unused at this time	Scala	AP20-1900/63	130	285	N/A	3
		L2	Unused at this time						
		H1	PCS - RxTx1						
		H2	Unused at this time						

EXISTING ANTENNA CONFIGURATION

EQUIPMENT CHANGE REQUEST FORM- ECR

Cell Name	Depere WT	Cell ID	62
Location Number	113394	Address	1501 Merrill St
Date of Request	1/16/2013	City/State/Zip	DePere
RF Engineer	Mike Fischer		
Market	Milwaukee		

PROPOSED CONFIGURATION

Sector	Pos	Port	RF Path	Antenna Manufacturer	Antenna Model	Antenna Serial Number	Centerline	Azimuth	Configuration: Variable Tilt	Option-A2: Mechanical Tilt	Option-A2: Action
Alpha	A1	L1 (-45)	Unused at this time	Scala	AP20-1900/63		130	25	N/A	3	Unchanged
		L2 (+45)	Unused at this time								
		H1 (-45)	PCS - RxTx0								
		H2 (+45)	Unused at this time								
	A2	L1 (-45)	LTE C - RxTx0-eNB1	Andrew	DIBXNH-6565B-A2M		130	25	4	0	Change- Install
		L2 (+45)	LTE C - RxTx1-eNB1						3		
		H1 (-45)	AWS - RxTx0								
		H2 (+45)	AWS - RxTx1								
	A3	L1 (-45)	Unused at this time								
		L2 (+45)	Unused at this time								
		H1 (-45)	Unused at this time								
		H2 (+45)	Unused at this time								
	A4	L1 (-45)	Unused at this time	Scala	AP20-1900/63		130	25	N/A	3	Unchanged
		L2 (+45)	Unused at this time								
		H1 (-45)	PCS - RxTx1								
		H2 (+45)	Unused at this time								
Beta	B1	L1 (-45)	Unused at this time	Scala	AP20-1900/63		130	115	N/A	4	Unchanged
		L2 (+45)	Unused at this time								
		H1 (-45)	PCS - RxTx0								
		H2 (+45)	Unused at this time								
	B2	L1 (-45)	LTE C - RxTx0-eNB1	Andrew	DIBXNH-6565B-A2M		130	130	4	0	Change- Install
		L2 (+45)	LTE C - RxTx1-eNB1						4		
		H1 (-45)	AWS - RxTx0								
		H2 (+45)	AWS - RxTx1								
	B3	L1 (-45)	Unused at this time								
		L2 (+45)	Unused at this time								
		H1 (-45)	Unused at this time								
		H2 (+45)	Unused at this time								
	B4	L1 (-45)	Unused at this time	Scala	AP20-1900/63		130	115	N/A	4	Unchanged
		L2 (+45)	Unused at this time								
		H1 (-45)	PCS - RxTx1								
		H2 (+45)	Unused at this time								
GAMMA	G1	L1 (-45)	Unused at this time	Scala	AP20-1900/63		130	285	N/A	3	Unchanged
		L2 (+45)	Unused at this time								
		H1 (-45)	PCS - RxTx0								
		H2 (+45)	Unused at this time								
	G2	L1 (-45)	LTE C - RxTx0-eNB1	Andrew	DIBXNH-6565B-A2M		130	250	4	0	Change- Install
		L2 (+45)	LTE C - RxTx1-eNB1						3		
		H1 (-45)	AWS - RxTx0								
		H2 (+45)	AWS - RxTx1								
	G3	L1 (-45)	Unused at this time								
		L2 (+45)	Unused at this time								
		H1 (-45)	Unused at this time								
		H2 (+45)	Unused at this time								
	G4	L1 (-45)	Unused at this time	Scala	AP20-1900/63		130	285	N/A	3	Unchanged
		L2 (+45)	Unused at this time								
		H1 (-45)	PCS - RxTx1								
		H2 (+45)	Unused at this time								

PROPOSED ANTENNA CONFIGURATION

Edge
Consulting Engineers, Inc.
624 Water Street
Prairie du Sac, WI 53578
608.643.1549 voice
608.643.1589 fax
www.edgeconcepts.com

ANTENNA CONFIGURATION
DE PERE WT [113394]
DE PERE, WISCONSIN

SHEET TITLE

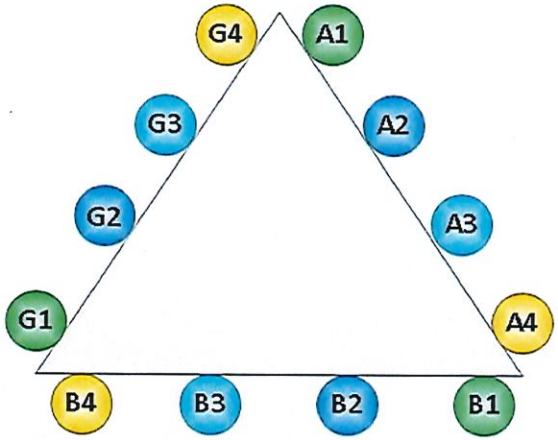
PRELIMINARY CDs:
PRELIM. ANTENNA MOD. - 03/27/13

STAMPED FINALS:
FINAL ANTENNA MOD. - 05/29/13
DIXON PEDUNLS - 09/09/13

DRAWN BY:
ADS, TAS
CHECKED BY:
PCM
PLOT DATE:
9/9/2013
PROJECT #:
5435
FILE NAME:
A-2.dgn

SHEET NUMBER:
A-2

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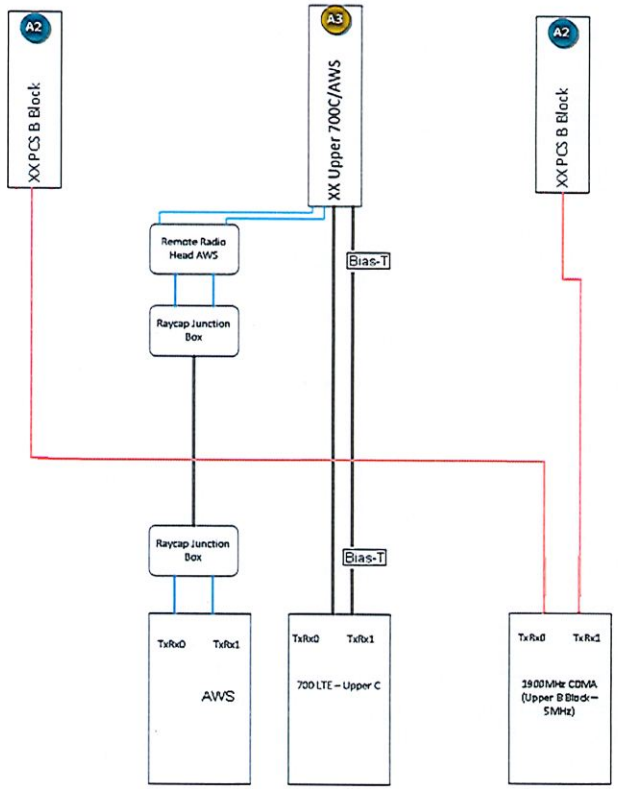


ANTENNA PLATFORM SCHEMATIC

Existing					
Diplexer	Location	Diplexer Manufacturer	Diplexer Model		Count
	Top (Platform)				
	Bottom (Shelter)				
Coax	Sector	Coax Manufacturer	Type	Size	Count
	Alpha	Andrew		1 5/8	4
	Beta	Andrew		1 5/8	4
	Gamma	Andrew		1 5/8	4

Proposed						
Passive Components	Location	Manufacturer	Component Model		Count	Action
	Top (Platform)					
	Bottom (Shelter)					
	Top (Platform)	Ericsson	RRUS 12 - AWS		3	Do Not Install - Lease ONLY
	Top (Platform)	Ericsson	RRUS 12 - AWS		3	Install
	Top (Platform)	Raycap	RCMDC-3315-PF-48		1	Install
	Top (Platform)	Raycap	RCMDC-1064-PF-48		1	Install
	Bottom (Shelter)	Raycap	RCMDC-3315-PF-48		1	Install
	Top (Platform)	Andrew	ATSBT-TOP-MF (Bias-T)		3	Install
	Bottom (Shelter)	Andrew	ATSBT-BOTTOM-FM (Bias-T)		3	Install
Coax	Sector	Coax Manufacturer	Type	Size	Count	Action
	Alpha	ANDREW	LDF7-50A	1 5/8	4	Existing
	Beta	ANDREW	LDF7-50A	1 5/8	4	Existing
	Gamma	ANDREW	LDF7-50A	1 5/8	4	Existing
	AWS	Andrew	RFA1206-24S26	1	1	Install

COMBINER CABLE DATA INFORMATION



PROPOSED ANTENNA CONFIGURATION

Edge
Consulting Engineers, Inc.
434 Avenue East
Prairie du Sac, WI 53578
608.643.1429 voice
608.643.1597 fax
www.edgeconsult.com

ANTENNA CONFIGURATION
DE PERE WT [113394]
DE PERE, WISCONSIN

SHEET TITLE:

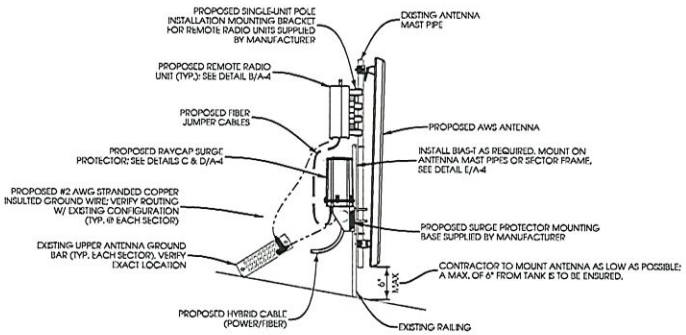
PRELIMINARY CDs:
PRELIM. ANTENNA MOD. - 03/27/13

STAMPED FINALS:
FINAL ANTENNA MOD. - 05/29/13
DIXON REDLINES - 09/09/13

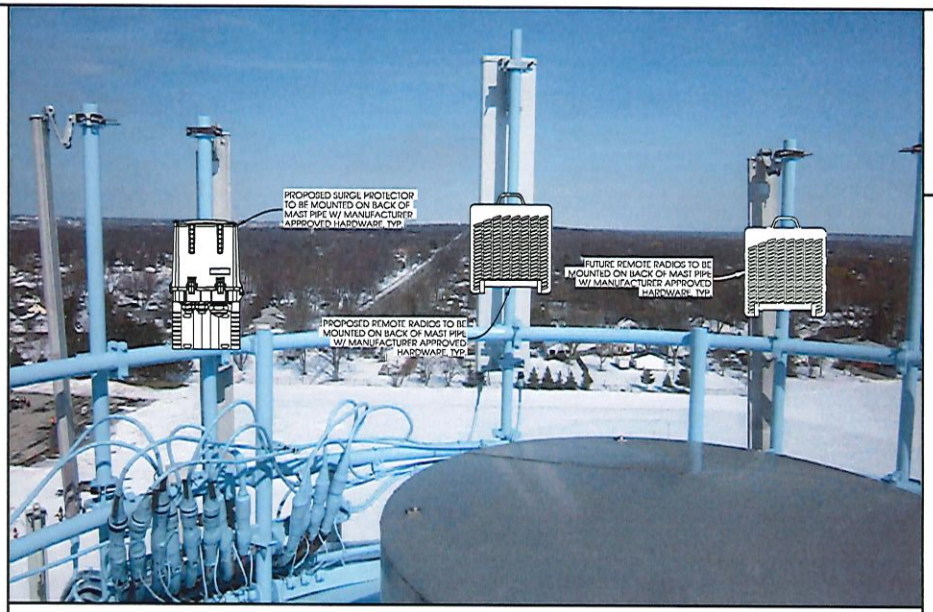
DRAWN BY:
ADS, TAS
CHECKED BY:
PCM
PLOT DATE:
9/9/2013
PROJECT #:
6435
FILE NAME:
A-3.dgn

SHEET NUMBER:
A-3

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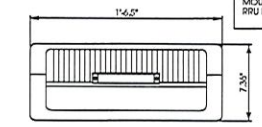


A / A-4 **ANTENNA, RRU & SURGE PROTECTOR MOUNTING DETAIL**
SCALE: NTS

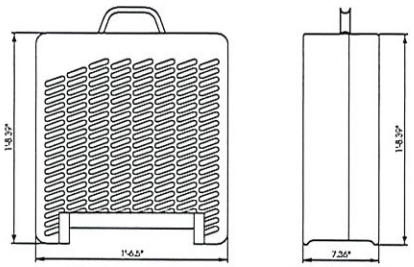


EXISTING ANTENNA SECTOR VIEW

RRU MOUNTING NOTE:
REMOTE RADIO UNITS TO BE MOUNTED TO MAST PIPES WITH EITHER A SINGLE-UNIT POLE INSTALLATION MOUNTING BRACKET OR A DUAL UNIT BACK-TO-BACK POLE INSTALLATION MOUNTING BRACKET; MOUNTING BRACKETS SUPPLIED BY RRU MANUFACTURER



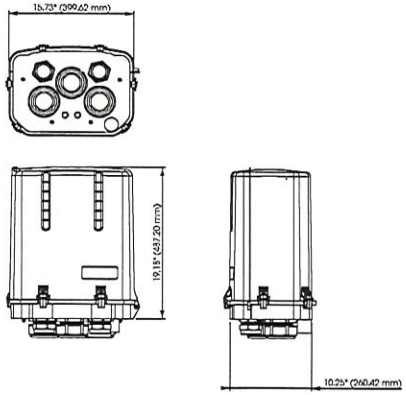
TOP VIEW



FRONT VIEW SIDE VIEW

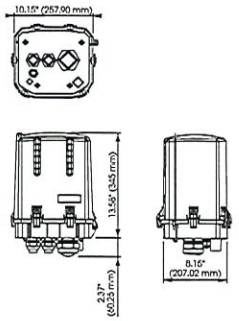
B / A-4 **REMOTE RADIO UNIT ERICSSON # RRUS 12**
SCALE: NTS

RAYCAP SURGE PROTECTOR:
RAYCAP PART # RCMDC-3315-PF-48
DC SURGE PROTECTION FOR RRH/INTEGRATED ANTENNA RADIO HEAD
TOWER, BASE, ROOFTOP, & ROOFTOP DISTRIBUTION MODELS
WEIGHT: 32 LBS (14.51 kg)



C / A-4 **SURGE PROTECTOR DETAIL**
SCALE: NTS

RAYCAP SURGE PROTECTOR:
RAYCAP PART #: RCMDC-1064-PF-48 (VERIFY W/ ECR)
DC SURGE PROTECTION FOR RRH/INTEGRATED ANTENNA RADIO HEAD
SECTOR MODEL WEIGHT: 14 LBS (6.35 kg)



D / A-4 **SURGE PROTECTOR DETAIL**
SCALE: NTS

ANDREW BIAS-T:
ANDREW PART # ATSBT-BOTTOM-MF TO BE INSTALLED AT EQUIPMENT LEVEL
ANDREW PART #ATSBT-TOP-MF TO BE INSTALLED AT ANTENNA LEVEL



E / A-4 **BIAS-T DETAIL**
SCALE: NTS

Edge
Consulting Engineers, Inc.
421 Acme Street
Prairie du Sac, WI 53578
608.643.1429 voice
608.643.1549 fax
www.edgeconsult.com

INSTALLATION DETAILS
DE PERE WT [113394]
DE PERE, WISCONSIN

SHEET TITLE:

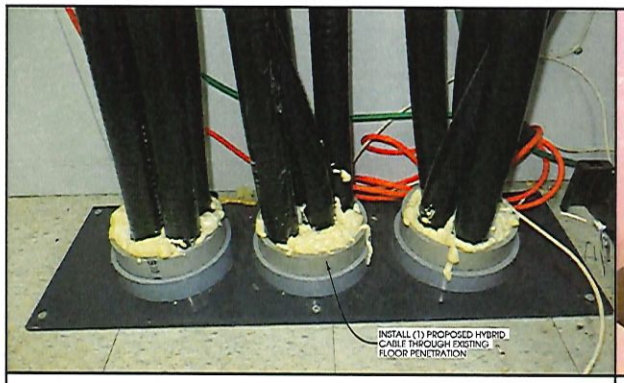
PRELIMINARY CDs:
PRELIM. ANTENNA MOD. - 03/27/13

STAMPED FINALS:
FINAL ANTENNA MOD. - 05/29/13
DIXON REDLINES - 09/09/13

DRAWN BY:
ADS, TAS
CHECKED BY:
PCM
PLOT DATE:
9/9/2013
PROJECT #:
8435
FILE NAME:
A-4.dgn

SHEET NUMBER:
A-4

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COAX PORT LAYOUT [SHELTER INTERIOR]



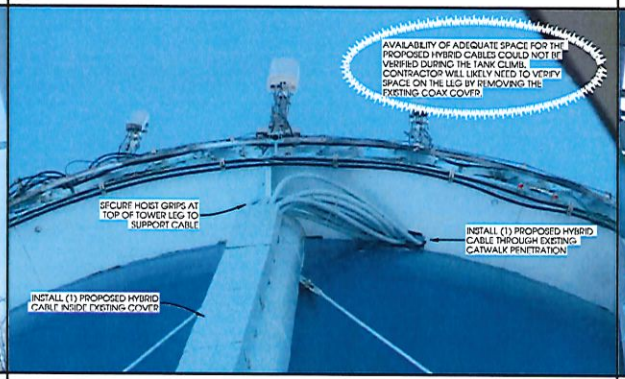
COAX CONDUITS IN UNDERGROUND VAULT



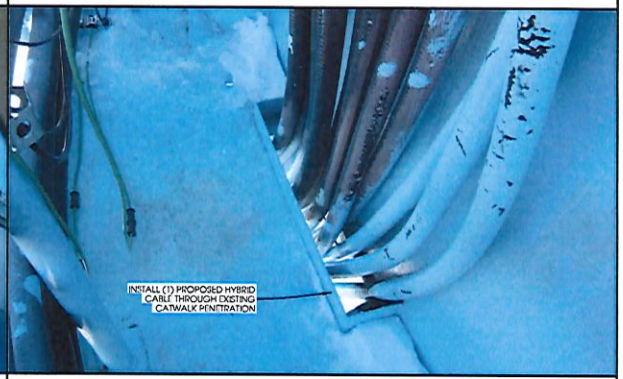
COAX CONDUITS STUB-UP AT TOWER BASE



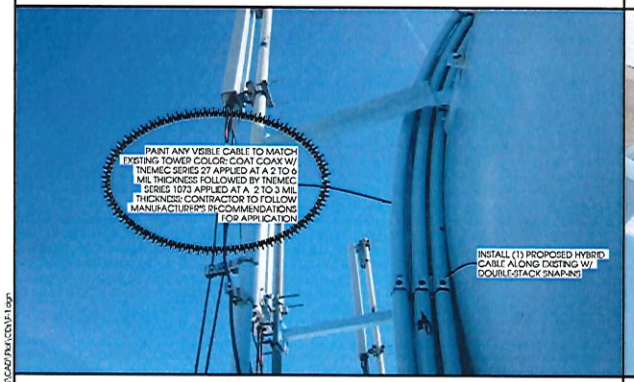
EXISTING LESSEE COAX ROUTING UP TOWER LEG



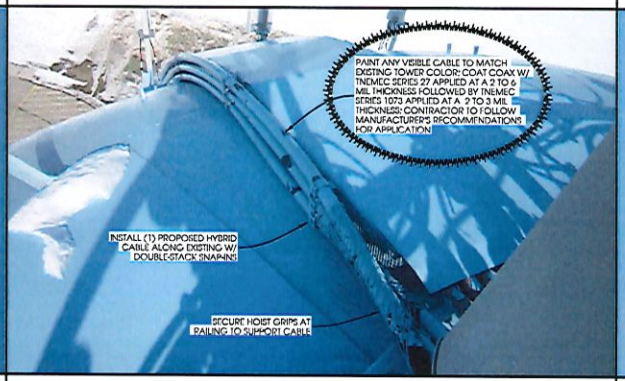
EXISTING LESSEE COAX ROUTING UP TOWER LEG



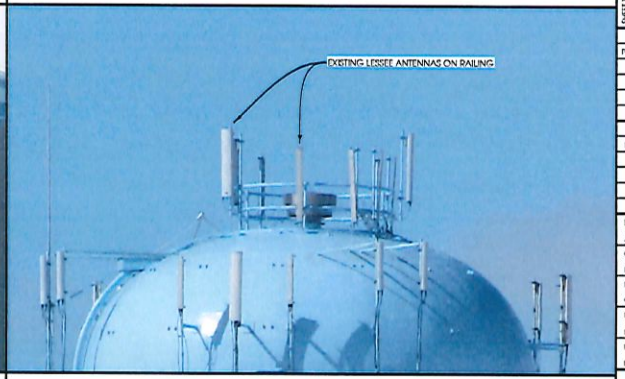
EXISTING LESSEE COAX PENETRATION IN CATWALK



EXISTING LESSEE COAX ROUTING ON SIDE OF WATER TANK



EXISTING LESSEE COAX ROUTING ON TOWER ROOFTOP



EXISTING LESSEE PANEL ANTENNAS

Edge
Consulting Engineers, Inc.
421 Alona Street
Prairie du Sac, WI 53578
608.643.4249 voice
608.643.1549 fax
www.edgeconsult.com

SITE PHOTOGRAPHS

DE PERE WT (113394)

DE PERE, WISCONSIN

SHEET TITLE:

PRELIMINARY CDs:
PRELIM. ANTENNA MOD. - 03/27/13

STAMPED FINALS:
FINAL ANTENNA MOD. - 05/29/13
DIXON PEDLNLS - 09/09/13

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CHECKED BY:
PCM

PLOT DATE:
9/9/2013

PROJECT #:
8436

FILE NAME:
P-1.dgn

SHEET NUMBER:
P-1

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CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Board of Public Works Members
From: Eric R. Erdman, Assistant City Attorney
Date: August 7, 2023

RE: Consideration and Possible Action on Tower Lease Agreement with Verizon Wireless for Merrill Water Tower

The City has a lease agreement with Cellco Partnership d/b/a Verizon Wireless for their wireless facilities on the Merrill water tower and receives a currently annual rental payment of $21,301.92. The original Verizon lease was executed in 1997 and subsequently amended and extended for various extension terms into 2022. In 2022, the parties began negotiating a comprehensive new lease with the purpose of updating the terms to reflect consistency with current agreements with other mobile carriers.

Some of the negotiated terms included setting Verizon's rental rate at a level that is consistent with other mobile carrier tenants at the site, along with the maximum number of antennas allowed (currently nine (9)) at the site. During this negotiation process, Verizon submitted plans to run underground fiber at the site in connection with contemplated upgrades to its network, so its fiber utility modification plans were also referenced and accounted for in this agreement.

The new proposed Tower Lease Agreement (see attached) includes the following terms:

- In addition to the five (5) year initial term, Lease shall renew for three (3) separate consecutive additional periods of five (5) years.
- The original Lease term expired on August 13, 2022, so the Effective Date of the new Lease term is retroactive to August 14, 2022.
- Rent shall be $34,000 annually in the initial term, which includes 2022 and 2023.
- Rent will increase 15% for each subsequent five (5) year term.
- Maximum allowable antennas would remain at nine (9).

Staff recommends approving the agreement.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 15, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Voucher approval.**

ATTACHMENTS:

- 8-15-23 VOUCHERS (PDF)

VENDOR SET: 01 City of De Pere
BANK: * ALL BANKS
DATE RANGE: 8/02/2023 THRU 8/15/2023

VENDOR I.D.	NAME	STATUS		CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6551	ASSOCIATED BANK								
C-CHECK	ASSOCIATED BANK	VOIDED	V	8/02/2023			103251		75.00CR
8828	EMC INSURANCE COMPANIES								
C-CHECK	EMC INSURANCE COMPANIES	VOIDED	V	8/02/2023			103255		187,265.00CR
C-CHECK	VOID CHECK		V	8/09/2023			103308		
C-CHECK	VOID CHECK		V	8/09/2023			103310		
C-CHECK	VOID CHECK		V	8/15/2023			103374		

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0		0.00	0.00	0.00
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	0		0.00	0.00	0.00
EFT:	0		0.00	0.00	0.00
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	5	VOID DEBITS	0.00		
		VOID CREDITS	187,340.00CR	187,340.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	5	187,340.00CR	0.00	0.00
BANK: * TOTALS:	5	187,340.00CR	0.00	0.00

VENDOR SET: 01 City of De Pere
BANK: AP ASSOCIATED
DATE RANGE: 8/02/2023 THRU 8/15/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5650		ELAN FINANCIAL SERVICES							
	I-202308034339	ELAN FINANCIAL SERVICES	D	8/03/2023	26,180.95		000753		26,180.95
0299		WI RETIREMENT FUND							
	I-303202307114281	RET POLICE CITY	D	8/09/2023	17,408.98		000754		
	I-303202307264314	RET POLICE CITY	D	8/09/2023	17,404.72		000754		
	I-304202307114281	RET FIRE CITY	D	8/09/2023	18,685.29		000754		
	I-304202307264314	RET FIRE CITY	D	8/09/2023	17,991.19		000754		
	I-307202307114281	RET GENERAL EMPLOYER	D	8/09/2023	20,331.62		000754		
	I-307202307264314	RET GENERAL EMPLOYER	D	8/09/2023	16,878.87		000754		
	I-311202307114281	RET POLICE EMPLOYEE	D	8/09/2023	8,954.75		000754		
	I-311202307264314	RET POLICE EMPLOYEE	D	8/09/2023	8,952.48		000754		
	I-312202307114281	RET NON-REP EMPLOYEE PORTION	D	8/09/2023	20,331.62		000754		
	I-312202307264314	RET NON-REP EMPLOYEE PORTION	D	8/09/2023	16,878.87		000754		
	I-314202307114281	RET FIRE EMPLOYEE	D	8/09/2023	7,012.12		000754		
	I-314202307264314	RET FIRE EMPLOYEE	D	8/09/2023	6,751.63		000754		177,582.14
0016		ASSOCIATED BANK							
	I-T1 202308084340	FEDERAL WITHHOLDING	D	8/11/2023	47,945.98		000755		
	I-T3 202308084340	FICA TAXES	D	8/11/2023	45,856.30		000755		
	I-T4 202308084340	MEDICARE TAXES	D	8/11/2023	16,422.44		000755		110,224.72
5133		EMPOWER RETIREMENT (GREAT WEST							
	I-121202308084340	Employee Contributions	D	8/11/2023	6,884.00		000756		
	I-122202308084340	Employee Contributions	D	8/11/2023	1,324.45		000756		
	I-150202308084340	Employee Roth Contributions	D	8/11/2023	1,850.00		000756		
	I-152202308084340	Employee Roth Contributions	D	8/11/2023	265.40		000756		10,323.85
0483		NATIONWIDE RETIREMENT SOLUTION							
	I-104202308084340	EMPLOYEE CONTRIBUTIONS	D	8/11/2023	5,205.00		000757		
	I-151202308084340	Employee Roth Contributions	D	8/11/2023	1,521.00		000757		6,726.00
4043		WI DEPARTMENT OF REVENUE							
	I-T2 202308084340	STATE WITHHOLDING	D	8/11/2023	21,983.17		000758		21,983.17
0596		WI SCTF							
	I-201202308084340	CHILD SUPPORT/CITY OF DE PERE	D	8/11/2023	1,420.88		000759		1,420.88
0015		THE VILLAGE OF ASHWAUBENON							
	I-202308024325	THE VILLAGE OF ASHWAUBENON	R	8/02/2023	325.80		103250		325.80
6551		ASSOCIATED BANK							
	I-202308024326	ASSOCIATED BANK	V	8/02/2023	75.00		103251		75.00

VENDOR SET: 01 City of De Pere
BANK: AP ASSOCIATED
DATE RANGE: 8/02/2023 THRU 8/15/2023

VENDOR	I.D.	NAME	STATUS		CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6551		ASSOCIATED BANK								
	M-CHECK	ASSOCIATED BANK	VOIDED	V	8/02/2023			103251		75.00CR
5405		AT&T MOBILITY								
	I-287295825340X71523	AT&T MOBILITY		R	8/02/2023	2,594.69		103252		2,594.69
0011		AT&T WISCONSIN								
	I-202308024327	AT&T WISCONSIN		R	8/02/2023	47.25		103253		47.25
6814		JAMES BOYD								
	I-FEB 2023	JAMES BOYD		R	8/02/2023	40.00		103254		
	I-JUL 2023	JAMES BOYD		R	8/02/2023	40.00		103254		
	I-JUN 2023	JAMES BOYD		R	8/02/2023	40.00		103254		
	I-MAY 2022	JAMES BOYD		R	8/02/2023	40.00		103254		160.00
8828		EMC INSURANCE COMPANIES								
	I-7001231046	EMC INSURANCE COMPANIES		V	8/02/2023	187,265.00		103255		187,265.00
8828		EMC INSURANCE COMPANIES								
	M-CHECK	EMC INSURANCE COMPANIES	VOIDED	V	8/02/2023			103255		187,265.00CR
7185		M3 INSURANCE SOLUTIONS, INC.								
	I-95994	M3 INSURANCE SOLUTIONS, INC.		R	8/02/2023	46,595.00		103256		46,595.00
0173		MENARDS INC								
	I-202308024329	MENARDS INC		R	8/02/2023	180.00		103257		180.00
7624		MISCHIEF & MAGIC LLC								
	I-202308024330	MISCHIEF & MAGIC LLC		R	8/02/2023	625.00		103258		625.00
0187		NSIGHT TELSERVICES								
	I-202308024331	NSIGHT TELSERVICES		R	8/02/2023	704.94		103259		704.94
9043		OAK MEADOW DE PERE LLC								
	I-202308024332	OAK MEADOW DE PERE LLC		R	8/02/2023	15,202.00		103260		15,202.00
0555		SPECTRUM								
	I-202308024333	SPECTRUM		R	8/02/2023	24.12		103261		24.12
1355		RONALD J VANPRICE								
	I-202308024334	RONALD J VANPRICE		R	8/02/2023	288.00		103262		288.00
6925		WAL-MART STORES INC.								
	I-202308024335	WAL-MART STORES INC.		R	8/02/2023	187.84		103263		187.84

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0298		WI PUBLIC SERVICE							
	I-202308024336	WI PUBLIC SERVICE	R	8/02/2023	48,109.86		103264		48,109.86
4976		WI PUBLIC SERVICE							
	I-202308024337	WI PUBLIC SERVICE	R	8/02/2023	17,646.21		103265		17,646.21
4976		WI PUBLIC SERVICE							
	I-202308024338	WI PUBLIC SERVICE	R	8/02/2023	6,066.83		103266		6,066.83
7940		ASHWAUBENON RETIRED FIRE DEPT							
	I-202308094345	ASHWAUBENON RETIRED FIRE DEPT	R	8/09/2023	290.00		103267		290.00
6551		ASSOCIATED BANK							
	I-202308094346	ASSOCIATED BANK	R	8/09/2023	130.00		103268		130.00
0011		AT&T WISCONSIN							
	I-202308094347	AT&T WISCONSIN	R	8/09/2023	2,085.05		103269		2,085.05
1303		BAY TITLE & ABSTRACT							
	I-202308094361	BAY TITLE & ABSTRACT	R	8/09/2023	30,000.00		103270		30,000.00
8324		JESSE BELLEAU							
	I-202308094348	JESSE BELLEAU	R	8/09/2023	250.00		103271		250.00
8811		BEN BONCHER							
	I-202308094349	BEN BONCHER	R	8/09/2023	300.00		103272		300.00
0043		BROWN COUNTY PARK MANAGEMENT							
	I-202308094350	BROWN COUNTY PARK MANAGEMENT	R	8/09/2023	505.00		103273		505.00
2984		BROWN COUNTY TREASURER							
	I-202308094351	BROWN COUNTY TREASURER	R	8/09/2023	2,171.40		103274		2,171.40
0520		CENTRAL BROWN COUNTY WATER AUT							
	I-3379	CENTRAL BROWN COUNTY WATER AUT	R	8/09/2023	313,446.20		103275		313,446.20
3163		BENJAMIN CHESLOCK							
	I-202308094352	BENJAMIN CHESLOCK	R	8/09/2023	250.00		103276		250.00
7658		SHAUN CORROY							
	I-202308094353	SHAUN CORROY	R	8/09/2023	250.00		103277		250.00
6727		ROBERT CUENE							
	I-202308094354	ROBERT CUENE	R	8/09/2023	576.52		103278		576.52

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0070		DE PERE PETTY CASH FUND							
	I-202308094355	DE PERE PETTY CASH FUND	R	8/09/2023	476.29		103279		476.29
8909		RICHARD DE WEERT							
	I-202308094356	RICHARD DE WEERT	R	8/09/2023	250.00		103280		250.00
9046		NICHOLAS EDINGER							
	I-202308094357	NICHOLAS EDINGER	R	8/09/2023	250.00		103281		250.00
6170		DAN GATZ							
	I-202308094358	DAN GATZ	R	8/09/2023	250.00		103282		250.00
0348		GREEN BAY METRO SEWERAGE DISTR							
	I-1922	GREEN BAY METRO SEWERAGE DISTR	R	8/09/2023	387,868.06		103283		
	I-1934	GREEN BAY METRO SEWERAGE DISTR	R	8/09/2023	54,746.54		103283		442,614.60
9047		HAWKS QUINDEL S C							
	I-202308094359	HAWKS QUINDEL S C	R	8/09/2023	20,000.00		103284		20,000.00
3294		DANIEL HERMANS							
	I-202308094360	DANIEL HERMANS	R	8/09/2023	250.00		103285		250.00
4793		KEWAUNEE COUNTY CLERK OF COURT							
	I-202308094362	KEWAUNEE COUNTY CLERK OF COURT	R	8/09/2023	250.00		103286		250.00
0779		VICKIE LAMBERT							
	I-202308094363	VICKIE LAMBERT	R	8/09/2023	250.52		103287		250.52
7158		MICHAEL LINSSEN							
	I-202308094364	MICHAEL LINSSEN	R	8/09/2023	250.00		103288		250.00
7263		DANIEL LOTTER							
	I-202308094365	DANIEL LOTTER	R	8/09/2023	250.00		103289		250.00
7624		MISCHIEF & MAGIC LLC							
	I-202308094366	MISCHIEF & MAGIC LLC	R	8/09/2023	500.00		103290		500.00
1631		JOEL PANSIER							
	I-202308094367	JOEL PANSIER	R	8/09/2023	250.00		103291		250.00
3544		LUKE RIEDI							
	I-202308094368	LUKE RIEDI	R	8/09/2023	250.00		103292		250.00

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6380		ROCK OIL REFINING INC							
	I-316026B	ROCK OIL REFINING INC	R	8/09/2023	33.34		103293		33.34
8200		ANTHONY ROTTIER							
	I-202308094369	ANTHONY ROTTIER	R	8/09/2023	250.00		103294		250.00
6152		TIM SINKLER							
	I-202308094370	TIM SINKLER	R	8/09/2023	250.00		103295		250.00
0555		SPECTRUM							
	I-202308094371	SPECTRUM	R	8/09/2023	384.39		103296		384.39
4816		STATE OF WI COURT FINES & SURC							
	I-202308094372	STATE OF WI COURT FINES & SURC	R	8/09/2023	6,745.78		103297		6,745.78
2563		JULIE SWITZER							
	I-202308094373	JULIE SWITZER	R	8/09/2023	494.70		103298		494.70
9048		JACKSON TAYLOR							
	I-202308094374	JACKSON TAYLOR	R	8/09/2023	350.00		103299		350.00
3253		WILLIAM TEWS							
	I-202308094375	WILLIAM TEWS	R	8/09/2023	250.00		103300		250.00
7309		TRILLIUM CNG							
	I-231039069	TRILLIUM CNG	R	8/09/2023	4,507.02		103301		4,507.02
8284		KATY WANTA							
	I-202308094376	KATY WANTA	R	8/09/2023	250.00		103302		250.00
1896		MICHAEL WESSLEY							
	I-202308094377	MICHAEL WESSLEY	R	8/09/2023	250.00		103303		250.00
0298		WI PUBLIC SERVICE							
	I-202308094378	WI PUBLIC SERVICE	R	8/09/2023	17,279.52		103304		17,279.52
1547		JADE WITT							
	I-202308094379	JADE WITT	R	8/09/2023	250.00		103305		250.00
7936		JOSEPH YOUNG							
	I-202308094380	JOSEPH YOUNG	R	8/09/2023	250.00		103306		250.00
0055		CITY OF DE PERE - DENTAL							
	I-100202307114281	DENTAL FAMILY	R	8/09/2023	2,874.99		103307		
	I-100202307264314	DENTAL FAMILY	R	8/09/2023	2,874.99		103307		
	I-101202307114281	DENTAL FAMILY	R	8/09/2023	1,712.76		103307		
	I-101202307264314	DENTAL FAMILY	R	8/09/2023	1,808.16		103307		
	I-102202307114281	DENTAL SINGLE P/F	R	8/09/2023	321.92		103307		

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	I-102202307264314	DENTAL SINGLE P/F	R	8/09/2023	301.80		103307		
	I-103202307114281	DENTAL SINGLE	R	8/09/2023	321.92		103307		
	I-103202307264314	DENTAL SINGLE	R	8/09/2023	358.81		103307		
	I-126202307114281	DENTAL SINGLE	R	8/09/2023	16.78		103307		
	I-126202307264314	DENTAL SINGLE	R	8/09/2023	16.78		103307		
	I-127202307114281	DENTAL FAMILY	R	8/09/2023	861.66		103307		
	I-127202307264314	DENTAL FAMILY	R	8/09/2023	861.66		103307		
	I-128202307114281	DENTAL SINGLE P/F	R	8/09/2023	33.56		103307		
	I-128202307264314	DENTAL SINGLE P/F	R	8/09/2023	33.56		103307		
	I-129202307114281	DENTAL FAMILY P/F	R	8/09/2023	335.02		103307		
	I-129202307264314	DENTAL FAMILY P/F	R	8/09/2023	335.02		103307		
	I-135202307114281	DENTAL DA FAMILY 63%	R	8/09/2023	47.86		103307		
	I-135202307264314	DENTAL DA FAMILY 63%	R	8/09/2023	47.86		103307		
	I-202308094381	CITY OF DE PERE - DENTAL	R	8/09/2023	1,826.92		103307		14,992.03
0056		CITY OF DE PERE - HEALTH							
	I-108202307114281	HEALTH SINGLE	R	8/09/2023	5,287.89		103309		
	I-108202307264314	HEALTH SINGLE	R	8/09/2023	5,798.09		103309		
	I-109202307114281	HEALTH PLUS 1	R	8/09/2023	3,108.00		103309		
	I-109202307264314	HEALTH PLUS 1	R	8/09/2023	3,108.00		103309		
	I-110202307114281	HEALTH FAMILY	R	8/09/2023	45,877.86		103309		
	I-110202307264314	HEALTH FAMILY	R	8/09/2023	45,877.86		103309		
	I-111202307114281	HEALTH SINGLE P/F	R	8/09/2023	3,339.72		103309		
	I-111202307264314	HEALTH SINGLE P/F	R	8/09/2023	3,339.72		103309		
	I-112202307114281	HEALTH PLUS 1 P/F	R	8/09/2023	2,071.96		103309		
	I-112202307264314	HEALTH PLUS 1 P/F	R	8/09/2023	2,071.96		103309		
	I-113202307114281	HEALTH FAMILY P/F	R	8/09/2023	28,036.47		103309		
	I-113202307264314	HEALTH FAMILY P/F	R	8/09/2023	29,594.06		103309		
	I-136202307114281	HEALTH FAMILY 63% EE	R	8/09/2023	849.59		103309		
	I-136202307264314	HEALTH FAMILY 63% EE	R	8/09/2023	849.59		103309		
	I-140202307114281	VISION SINGLE	R	8/09/2023	61.11		103309		
	I-140202307264314	VISION SINGLE	R	8/09/2023	66.45		103309		
	I-141202307114281	VISION EE/SPOUSE	R	8/09/2023	77.28		103309		
	I-141202307264314	VISION EE/SPOUSE	R	8/09/2023	77.28		103309		
	I-142202307114281	VISION EE/CHILDREN	R	8/09/2023	19.44		103309		
	I-142202307264314	VISION EE/CHILDREN	R	8/09/2023	19.44		103309		
	I-144202307114281	VISION FAMILY	R	8/09/2023	255.36		103309		
	I-144202307264314	VISION FAMILY	R	8/09/2023	255.36		103309		
	I-202308094382	CITY OF DE PERE - HEALTH	R	8/09/2023	17,811.25		103309		197,853.74
0178		SECURIAN FINANCIAL GROUP, INC.							
	I-117202307114281	LIFE INSURANCE CONTRIBUTIONS	R	8/09/2023	769.47		103311		
	I-117202307264314	LIFE INSURANCE CONTRIBUTIONS	R	8/09/2023	764.87		103311		
	I-202308094383	SECURIAN FINANCIAL GROUP, INC.	R	8/09/2023	385.60		103311		
	I-221202307114281	LIFE INSURANCE AFTER TAX	R	8/09/2023	1,570.07		103311		
	I-221202307264314	LIFE INSURANCE AFTER TAX	R	8/09/2023	1,569.00		103311		5,059.01

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7872		STANDARD INSURANCE COMPANY							
	I-202308094384	STANDARD INSURANCE COMPANY	R	8/09/2023	200.69		103312		
	I-301202307114281	DISABILITY INSURANCE	R	8/09/2023	1,217.13		103312		
	I-301202307264314	DISABILITY INSURANCE	R	8/09/2023	1,217.13		103312		2,634.95
0016		ASSOCIATED BANK							
	I-218202308084340	FF Welfare Fund Acct #80406116	R	8/11/2023	210.00		103313		210.00
7526		CITY OF DE PERE - FLEX							
	I-114202308084340	HEALTH CARE CONTRIBUTIONS	R	8/11/2023	3,007.54		103314		
	I-115202308084340	DEPENDENT CARE CONTRIBUTIONS	R	8/11/2023	384.60		103314		3,392.14
8187		WISCONSIN DEPT OF REVENUE							
	I-DOR202308084340	G N HENRIGILLIS LEVY PROCEEDS	R	8/11/2023	180.28		103315		180.28
0472		FOX COMMUNITIES CREDIT UNION							
	I-211202308084340	DE PERE POLICE EMPLOYEE DUES	R	8/11/2023	850.00		103316		850.00
7950		FOX COMMUNITIES CREDIT UNION							
	I-216202308084340	LOCAL 141 CHARITIES	R	8/11/2023	19.00		103317		19.00
0471		IAFF LOCAL 141 AFL-CIO CLC							
	I-210202308084340	IAFF LOCAL 141 EMPLOYEE DUES	R	8/11/2023	798.75		103318		798.75
4262		LIFE INSURANCE OF THE SOUTHWES							
	I-116202308084340	ALTERNATIVE FICA	R	8/11/2023	7,504.39		103319		7,504.39
0014		ASCAP							
	I-202308084341	ASCAP	R	8/15/2023	17.50		103320		17.50
0496		ASTRO HYDRAULICS INC							
	I-75799	ASTRO HYDRAULICS INC	R	8/15/2023	2,080.60		103321		2,080.60
8362		AURORA HEALTH CARE							
	I-202308104392	AURORA HEALTH CARE	R	8/15/2023	100.00		103322		100.00
0019		BADGER POPCORN & CONC SUPPLY I							
	I-506050	BADGER POPCORN & CONC SUPPLY I	R	8/15/2023	705.92		103323		
	I-506052	BADGER POPCORN & CONC SUPPLY I	R	8/15/2023	26.75		103323		732.67
0020		BADGERLAND PRINTING INC							
	I-40149	BADGERLAND PRINTING INC	R	8/15/2023	987.00		103324		
	I-40175	BADGERLAND PRINTING INC	R	8/15/2023	252.00		103324		
	I-40176	BADGERLAND PRINTING INC	R	8/15/2023	341.00		103324		1,580.00

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0023		BATTERIES PLUS LLC							
	C-P63739166	BATTERIES PLUS LLC	R	8/15/2023	658.50CR		103325		
	I-P63737306	BATTERIES PLUS LLC	R	8/15/2023	658.50		103325		
	I-P64317424	BATTERIES PLUS LLC	R	8/15/2023	107.17		103325		107.17
0027		BAY TOWEL INC							
	I-4538693	BAY TOWEL INC	R	8/15/2023	194.89		103326		
	I-4544929	BAY TOWEL INC	R	8/15/2023	194.89		103326		389.78
0028		BAY VERTE MACHINERY INC							
	I-496969-00	BAY VERTE MACHINERY INC	R	8/15/2023	147.74		103327		
	I-497486-00	BAY VERTE MACHINERY INC	R	8/15/2023	324.98		103327		472.72
8891		BAYCARE AURORA LLC							
	I-188-CI0000480	BAYCARE AURORA LLC	R	8/15/2023	100.02		103328		100.02
1315		BELLIN HEALTH							
	I-MB10339	BELLIN HEALTH	R	8/15/2023	19.80		103329		19.80
0033		BIRDSEYE DAIRY INC							
	C-162909	BIRDSEYE DAIRY INC	R	8/15/2023	197.12CR		103330		
	C-162910	BIRDSEYE DAIRY INC	R	8/15/2023	246.40CR		103330		
	C-163240	BIRDSEYE DAIRY INC	R	8/15/2023	123.20CR		103330		
	I-163093	BIRDSEYE DAIRY INC	R	8/15/2023	511.08		103330		
	I-163094	BIRDSEYE DAIRY INC	R	8/15/2023	688.18		103330		
	I-163521	BIRDSEYE DAIRY INC	R	8/15/2023	287.30		103330		919.84
0038		BROADWAY AUTOMOTIVE INC							
	I-655897P	BROADWAY AUTOMOTIVE INC	R	8/15/2023	219.43		103331		219.43
2944		BROWN COUNTY JAIL							
	I-DP07.2023	BROWN COUNTY JAIL	R	8/15/2023	560.00		103332		560.00
0044		BROWN COUNTY REGISTER OF DEEDS							
	I-INVOICE_1266	BROWN COUNTY REGISTER OF DEEDS	R	8/15/2023	6.00		103333		6.00
2984		BROWN COUNTY TREASURER							
	I-2023-00000102	BROWN COUNTY TREASURER	R	8/15/2023	30.00		103334		30.00
6061		CARRICO AQUATIC RESOURCES INC							
	I-20232908	CARRICO AQUATIC RESOURCES INC	R	8/15/2023	4,250.00		103335		
	I-20234028	CARRICO AQUATIC RESOURCES INC	R	8/15/2023	4,250.00		103335		
	I-20234431	CARRICO AQUATIC RESOURCES INC	R	8/15/2023	200.40		103335		
	I-20234555	CARRICO AQUATIC RESOURCES INC	R	8/15/2023	429.57		103335		9,129.97

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7021		CARSTAR WILSON AUTO COLLISION							
	I-33821	CARSTAR WILSON AUTO COLLISION	R	8/15/2023	2,234.50		103336		2,234.50
0536		CDW GOVERNMENT INC							
	I-KW34659	CDW GOVERNMENT INC	R	8/15/2023	1,328.10		103337		1,328.10
8443		CINTAS							
	I-4161600804	CINTAS	R	8/15/2023	32.23		103338		
	I-4162308379	CINTAS	R	8/15/2023	32.23		103338		64.46
2708		CLEANING SOLUTION SERVICES INC							
	I-23101	CLEANING SOLUTION SERVICES INC	R	8/15/2023	2,218.50		103339		
	I-23211	CLEANING SOLUTION SERVICES INC	R	8/15/2023	1,436.94		103339		
	I-23212	CLEANING SOLUTION SERVICES INC	R	8/15/2023	1,758.93		103339		
	I-23242	CLEANING SOLUTION SERVICES INC	R	8/15/2023	439.04		103339		
	I-23243	CLEANING SOLUTION SERVICES INC	R	8/15/2023	308.21		103339		
	I-23253	CLEANING SOLUTION SERVICES INC	R	8/15/2023	556.19		103339		
	I-23256	CLEANING SOLUTION SERVICES INC	R	8/15/2023	245.46		103339		6,963.27
6977		COAST TO COAST SOLUTIONS							
	I-IVC0109385	COAST TO COAST SOLUTIONS	R	8/15/2023	1,476.20		103340		1,476.20
7997		COMPLETE OFFICE							
	I-AR55124	COMPLETE OFFICE	R	8/15/2023	31.58		103341		
	I-AR55125	COMPLETE OFFICE	R	8/15/2023	40.22		103341		
	I-AR55126	COMPLETE OFFICE	R	8/15/2023	25.00		103341		
	I-AR55127	COMPLETE OFFICE	R	8/15/2023	43.09		103341		139.89
7639		CORE & MAIN LP							
	I-INV0002213	CORE & MAIN LP	R	8/15/2023	324.00		103342		
	I-T317351	CORE & MAIN LP	R	8/15/2023	457.02		103342		
	I-T326495	CORE & MAIN LP	R	8/15/2023	155.03		103342		936.05
2926		CROSBY HEAVY DUTY WRECKER SERV							
	I-202308084342	CROSBY HEAVY DUTY WRECKER SERV	R	8/15/2023	320.00		103343		320.00
0075		DIGGERS HOTLINE INC							
	I-230 7 36401	DIGGERS HOTLINE INC	R	8/15/2023	1,156.52		103344		1,156.52
2543		DLT SOLUTIONS LLC							
	I-5177531A	DLT SOLUTIONS LLC	R	8/15/2023	8,195.30		103345		8,195.30
0085		EMERGENCY MEDICAL PRODUCTS INC							
	I-2571588	EMERGENCY MEDICAL PRODUCTS INC	R	8/15/2023	518.70		103346		
	I-2571606	EMERGENCY MEDICAL PRODUCTS INC	R	8/15/2023	539.70		103346		1,058.40

VENDOR SET: 01 City of De Pere
BANK: AP ASSOCIATED
DATE RANGE: 8/02/2023 THRU 8/15/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4915		ENVIROTECH EQUIPMENT CO, LLC							
	I-22-0021777	ENVIROTECH EQUIPMENT CO, LLC	R	8/15/2023	734.14		103347		734.14
0086		ERC INC							
	I-ERC-0823-1068	ERC INC	R	8/15/2023	589.76		103348		589.76
0331		FERGUSON WATERWORKS #1476 INC							
	I-394711	FERGUSON WATERWORKS #1476 INC	R	8/15/2023	27,075.00		103349		27,075.00
0200		FIRST SUPPLY LLC							
	I-13784151-00	FIRST SUPPLY LLC	R	8/15/2023	45.69		103350		
	I-13791880-00	FIRST SUPPLY LLC	R	8/15/2023	18.22		103350		
	I-13798612-00	FIRST SUPPLY LLC	R	8/15/2023	254.00		103350		317.91
9044		FOX CITIES SIGN LLC							
	I-26986	FOX CITIES SIGN LLC	R	8/15/2023	9,337.80		103351		9,337.80
0111		GAT SUPPLY INC							
	I-417956-1	GAT SUPPLY INC	R	8/15/2023	52.76		103352		52.76
5349		RYAN GLIME							
	I-202308084343	RYAN GLIME	R	8/15/2023	138.42		103353		138.42
6923		GORDON FLESCH COMPANY INC.							
	I-IN14291440	GORDON FLESCH COMPANY INC.	R	8/15/2023	103.18		103354		103.18
0116		GRAINGER INC							
	I-9748417038	GRAINGER INC	R	8/15/2023	197.55		103355		
	I-9772143047	GRAINGER INC	R	8/15/2023	41.74		103355		239.29
0117		GRAYBAR ELECTRIC COMPANY INC							
	I-9333145175	GRAYBAR ELECTRIC COMPANY INC	R	8/15/2023	6,715.48		103356		6,715.48
0124		GREEN BAY CITY TREASURER							
	I-175377	GREEN BAY CITY TREASURER	R	8/15/2023	7,530.71		103357		7,530.71
9045		GROWYOURCAPTAINS.COM LLC							
	I-1424	GROWYOURCAPTAINS.COM LLC	R	8/15/2023	2,500.00		103358		2,500.00
4902		HALRON LUBRICANTS INC							
	C-1424044-00	HALRON LUBRICANTS INC	R	8/15/2023	40.00CR		103359		
	I-1423719-00	HALRON LUBRICANTS INC	R	8/15/2023	871.62		103359		
	I-1424200-00	HALRON LUBRICANTS INC	R	8/15/2023	4,154.00		103359		4,985.62

VENDOR SET: 01 City of De Pere
BANK: AP ASSOCIATED
DATE RANGE: 8/02/2023 THRU 8/15/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0446		HAWKINS INC							
	I-6534213	HAWKINS INC	R	8/15/2023	5,029.16		103360		5,029.16
9049		HERO INDUSTRIES INC							
	I-15990	HERO INDUSTRIES INC	R	8/15/2023	1,937.50		103361		1,937.50
5484		HYDROCORP INC							
	I-73308-IN	HYDROCORP INC	R	8/15/2023	2,787.00		103362		2,787.00
1399		INDOFF INC							
	I-3657641	INDOFF INC	R	8/15/2023	299.70		103363		
	I-3662668	INDOFF INC	R	8/15/2023	77.28		103363		
	I-3665091	INDOFF INC	R	8/15/2023	153.28		103363		
	I-3665738	INDOFF INC	R	8/15/2023	22.04		103363		
	I-3666310	INDOFF INC	R	8/15/2023	81.61		103363		
	I-3667011	INDOFF INC	R	8/15/2023	12.00		103363		
	I-3667377	INDOFF INC	R	8/15/2023	24.98		103363		
	I-3668340	INDOFF INC	R	8/15/2023	51.70		103363		
	I-3668654	INDOFF INC	R	8/15/2023	158.50		103363		
	I-3669492	INDOFF INC	R	8/15/2023	55.16		103363		936.25
8914		INNER DIMENSIONS WELLNESS LLC							
	I-71823COD	INNER DIMENSIONS WELLNESS LLC	R	8/15/2023	126.00		103364		126.00
6809		JACK'S MAINTENANCE SERVICE INC							
	I-2335	JACK'S MAINTENANCE SERVICE INC	R	8/15/2023	660.00		103365		660.00
8355		DANIELLE JAUQUET							
	I-202308084344	DANIELLE JAUQUET	R	8/15/2023	350.69		103366		350.69
8364		JOHNSTONE SUPPLY							
	I-667074	JOHNSTONE SUPPLY	R	8/15/2023	47.89		103367		47.89
1276		JX ENTERPRISES INC							
	I-14267231P	JX ENTERPRISES INC	R	8/15/2023	203.99		103368		
	I-14268348P	JX ENTERPRISES INC	R	8/15/2023	164.66		103368		
	I-14268406P	JX ENTERPRISES INC	R	8/15/2023	76.28		103368		444.93
0154		LAMERS BUS LINES INC							
	I-40042	LAMERS BUS LINES INC	R	8/15/2023	481.50		103369		
	I-40560	LAMERS BUS LINES INC	R	8/15/2023	160.50		103369		
	I-40561	LAMERS BUS LINES INC	R	8/15/2023	160.50		103369		
	I-40562	LAMERS BUS LINES INC	R	8/15/2023	160.50		103369		
	I-40563	LAMERS BUS LINES INC	R	8/15/2023	160.50		103369		
	I-40564	LAMERS BUS LINES INC	R	8/15/2023	160.50		103369		
	I-40950	LAMERS BUS LINES INC	R	8/15/2023	802.50		103369		
	I-41605	LAMERS BUS LINES INC	R	8/15/2023	160.50		103369		
	I-41606	LAMERS BUS LINES INC	R	8/15/2023	160.50		103369		

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-42041	LAMERS BUS LINES INC	R	8/15/2023	243.39		103369		
	I-42042	LAMERS BUS LINES INC	R	8/15/2023	217.05		103369		
	I-42517	LAMERS BUS LINES INC	R	8/15/2023	176.51		103369		
	I-42518	LAMERS BUS LINES INC	R	8/15/2023	172.94		103369		3,217.39
0159		LEXIS NEXIS INC							
	I-3094635398	LEXIS NEXIS INC	R	8/15/2023	338.00		103370		338.00
7444		SARA LORNSON							
	I-202308104385	SARA LORNSON	R	8/15/2023	188.03		103371		188.03
0163		MCC INC							
	I-22-07 (4)	MCC INC	R	8/15/2023	227,983.52		103372		227,983.52
0173		MENARDS INC							
	I-16165	MENARDS INC	R	8/15/2023	13.44		103373		
	I-18468	MENARDS INC	R	8/15/2023	46.18		103373		
	I-18640	MENARDS INC	R	8/15/2023	393.63		103373		
	I-18789	MENARDS INC	R	8/15/2023	82.23		103373		
	I-18793	MENARDS INC	R	8/15/2023	258.11		103373		
	I-18799	MENARDS INC	R	8/15/2023	155.42		103373		
	I-18906	MENARDS INC	R	8/15/2023	50.71		103373		
	I-19023	MENARDS INC	R	8/15/2023	13.49		103373		
	I-19039	MENARDS INC	R	8/15/2023	13.49		103373		
	I-19057	MENARDS INC	R	8/15/2023	35.33		103373		
	I-19145	MENARDS INC	R	8/15/2023	16.09		103373		
	I-19213	MENARDS INC	R	8/15/2023	71.20		103373		
	I-19428	MENARDS INC	R	8/15/2023	20.97		103373		
	I-19507	MENARDS INC	R	8/15/2023	73.58		103373		1,243.87
4909		MOTION PICTURE LICENSING CORP							
	I-504424369	MOTION PICTURE LICENSING CORP	R	8/15/2023	730.04		103375		730.04
8431		MULTI MEDIA CHANNELS LLC							
	I-73502	MULTI MEDIA CHANNELS LLC	R	8/15/2023	494.47		103376		494.47
8010		CHELSEA MYERS							
	I-202308104386	CHELSEA MYERS	R	8/15/2023	7.21		103377		7.21
7129		NELSON TACTICAL							
	I-3359	NELSON TACTICAL	R	8/15/2023	19.99		103378		
	I-3409	NELSON TACTICAL	R	8/15/2023	2,797.20		103378		
	I-3410	NELSON TACTICAL	R	8/15/2023	931.83		103378		3,749.02

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0531		NORTHEAST AUTO PARTS INC							
	I-391507	NORTHEAST AUTO PARTS INC	R	8/15/2023	254.99		103379		
	I-392600	NORTHEAST AUTO PARTS INC	R	8/15/2023	187.14		103379		
	I-392809	NORTHEAST AUTO PARTS INC	R	8/15/2023	3.55		103379		
	I-392812	NORTHEAST AUTO PARTS INC	R	8/15/2023	13.26		103379		
	I-392815	NORTHEAST AUTO PARTS INC	R	8/15/2023	93.45		103379		
	I-392816	NORTHEAST AUTO PARTS INC	R	8/15/2023	11.02		103379		
	I-392818	NORTHEAST AUTO PARTS INC	R	8/15/2023	24.94		103379		
	I-392819	NORTHEAST AUTO PARTS INC	R	8/15/2023	44.88		103379		
	I-392821	NORTHEAST AUTO PARTS INC	R	8/15/2023	35.64		103379		
	I-392917	NORTHEAST AUTO PARTS INC	R	8/15/2023	58.90		103379		
	I-393031	NORTHEAST AUTO PARTS INC	R	8/15/2023	51.63		103379		
	I-393138	NORTHEAST AUTO PARTS INC	R	8/15/2023	21.84		103379		801.24
3250		NORTHERN LAKE SERVICE							
	I-2311360	NORTHERN LAKE SERVICE	R	8/15/2023	110.00		103380		
	I-2311645	NORTHERN LAKE SERVICE	R	8/15/2023	685.00		103380		
	I-2312035	NORTHERN LAKE SERVICE	R	8/15/2023	706.48		103380		1,501.48
8019		OFFICE ENTERPRISES INC							
	I-538257	OFFICE ENTERPRISES INC	R	8/15/2023	70.34		103381		70.34
4728		OSHKOSH FIRE & POLICE EQUIPMEN							
	I-191474	OSHKOSH FIRE & POLICE EQUIPMEN	R	8/15/2023	1,530.00		103382		
	I-191521	OSHKOSH FIRE & POLICE EQUIPMEN	R	8/15/2023	192.84		103382		1,722.84
5222		P J KORTENS & CO INC							
	I-10024405	P J KORTENS & CO INC	R	8/15/2023	1,149.83		103383		
	I-10024406	P J KORTENS & CO INC	R	8/15/2023	1,125.00		103383		2,274.83
0499		PACK AND SHIP LLC							
	I-305686	PACK AND SHIP LLC	R	8/15/2023	12.42		103384		12.42
0197		PACKER CITY INTL TRUCKS INC							
	I-X101178027:01	PACKER CITY INTL TRUCKS INC	R	8/15/2023	592.14		103385		592.14
0202		PEPSI COLA OF GREEN BAY							
	I-92200182	PEPSI COLA OF GREEN BAY	R	8/15/2023	569.08		103386		569.08
0208		POMP'S TIRE SERVICE INC							
	I-90085561	POMP'S TIRE SERVICE INC	R	8/15/2023	686.21		103387		
	I-90085633	POMP'S TIRE SERVICE INC	R	8/15/2023	1,083.18		103387		1,769.39

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1246		PREVEA HEALTH							
	I-145244	PREVEA HEALTH	R	8/15/2023	88.00		103388		88.00
8277		R BAUMAN & ASSOCIATES SC							
	I-1661	R BAUMAN & ASSOCIATES SC	R	8/15/2023	905.40		103389		905.40
8387		RED POWER DIESEL							
	I-4155	RED POWER DIESEL	R	8/15/2023	179.96		103390		179.96
0222		RNOW INC							
	I-2023-66639	RNOW INC	R	8/15/2023	20.47		103391		20.47
0158		ROBERT E LEE & ASSOCIATES INC							
	I-84589	ROBERT E LEE & ASSOCIATES INC	R	8/15/2023	59.50		103392		59.50
0235		SAINT VINCENT HOSPITAL							
	I-3331	SAINT VINCENT HOSPITAL	R	8/15/2023	15.90		103393		15.90
8340		BETTY SELLENHEIM							
	I-202308104387	BETTY SELLENHEIM	R	8/15/2023	73.83		103394		73.83
2953		SHERWIN INDUSTRIES INC							
	I-SS099052	SHERWIN INDUSTRIES INC	R	8/15/2023	108.60		103395		108.60
3545		SHORT ELLIOTT HENDRICKSON INC							
	I-447488	SHORT ELLIOTT HENDRICKSON INC	R	8/15/2023	4,619.07		103396		4,619.07
6136		TERMINAL SUPPLY CO							
	I-54497-00	TERMINAL SUPPLY CO	R	8/15/2023	47.87		103397		
	I-56144-00	TERMINAL SUPPLY CO	R	8/15/2023	95.38		103397		143.25
1695		TOYS FOR TRUCKS							
	I-INV144300	TOYS FOR TRUCKS	R	8/15/2023	550.79		103398		
	I-INV144303	TOYS FOR TRUCKS	R	8/15/2023	758.84		103398		1,309.63
0268		TRUCK EQUIPMENT INC							
	I-1060904-00	TRUCK EQUIPMENT INC	R	8/15/2023	51.40		103399		51.40
0271		UNIFIED SCHOOL DISTRICT OF DE							
	I-202308104388	UNIFIED SCHOOL DISTRICT OF DE	R	8/15/2023	250.00		103400		250.00
0272		UNIFORM SHOPPE INC							
	I-336206	UNIFORM SHOPPE INC	R	8/15/2023	31.90		103401		
	I-336211	UNIFORM SHOPPE INC	R	8/15/2023	1,038.35		103401		
	I-336786	UNIFORM SHOPPE INC	R	8/15/2023	439.95		103401		1,510.20

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
9006		UNIVERSITY OF FLORIDA							
	I-202308104393	UNIVERSITY OF FLORIDA	R	8/15/2023	1,689.96		103402		1,689.96
0857		USA BLUEBOOK							
	I-303746	USA BLUEBOOK	R	8/15/2023	1,319.01		103403		1,319.01
0277		VAN'S FIRE & SAFETY INC							
	I-4173155	VAN'S FIRE & SAFETY INC	R	8/15/2023	73.48		103404		73.48
5772		MELISSA VANDE WETTERING							
	I-202308104389	MELISSA VANDE WETTERING	R	8/15/2023	173.02		103405		173.02
3767		VDH ELECTRIC INC							
	I-26106	VDH ELECTRIC INC	R	8/15/2023	438.99		103406		
	I-26380	VDH ELECTRIC INC	R	8/15/2023	1,990.63		103406		2,429.62
8850		WDATCP-DFRS							
	I-202308104394	WDATCP-DFRS	R	8/15/2023	4,519.00		103407		4,519.00
0692		WI DEPT OF JUSTICE							
	I-184	WI DEPT OF JUSTICE	R	8/15/2023	150.00		103408		
	I-185	WI DEPT OF JUSTICE	R	8/15/2023	150.00		103408		300.00
2645		WI DEPT OF JUSTICE							
	I-202308104395	WI DEPT OF JUSTICE	R	8/15/2023	14.00		103409		14.00
7527		WI DEPT OF JUSTICE							
	I-455TIME-0000014929	WI DEPT OF JUSTICE	R	8/15/2023	825.00		103410		825.00
7820		WI SUPREME COURT							
	I-202308104390	WI SUPREME COURT	R	8/15/2023	40.00		103411		40.00
1210		WIL KIL PEST CONTROL							
	I-4684050	WIL KIL PEST CONTROL	R	8/15/2023	70.00		103412		
	I-4684051	WIL KIL PEST CONTROL	R	8/15/2023	250.00		103412		320.00
1837		STEVEN YEDICA							
	I-202308104391	STEVEN YEDICA	R	8/15/2023	278.45		103413		278.45

VENDOR SET: 01 City of De Pere
BANK: AP ASSOCIATED
DATE RANGE: 8/02/2023 THRU 8/15/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	159		1,789,041.90	0.00	1,601,701.90
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	7		354,441.71	0.00	354,441.71
EFT:	0		0.00	0.00	0.00
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	2	VOID DEBITS 0.00			
		VOID CREDITS 187,340.00CR	187,340.00CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	168	1,956,143.61	0.00	1,956,143.61
BANK: AP TOTALS:	168	1,956,143.61	0.00	1,956,143.61
REPORT TOTALS:	168	1,956,143.61	0.00	1,956,143.61

SELECTION CRITERIA

VENDOR SET: 01-CITY OF DEPERE, WI
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 8/02/2023 THRU 8/15/2023
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS
SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 15, 2023**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 15, 2023**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Consideration and Possible Action on Main Avenue and 8th Street Property Acquisition.**