Board of Public Works

Regular Meeting

Agenda

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

Monday, August 7, 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 **Board of Public Works** of the City of De Pere will be held on **August 7, 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 Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at http://deperecitywi.iqm2.com/.

I. Call to Order

1. Roll Call

II. 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 Board of Public Works. Section 6-3(f) DPMC

III. Items

1. Approval of the July 10, 2023 Board of Public Works Meeting Minutes
2. Consideration and Possible Action on Tower Lease Agreement with Verizon Wireless for Merrill Water Tower
3. Consideration and possible action on Cleaning Contracts for City Buildings*
4. Consideration and possible action on the revision of City Ordinance 82.3(5) Storage of Polycarts*
5. Update for Private Water System Inspection and Maintenance Draft Ordinance
6. Consideration and possible action on DOT – Municipal Agreement for Street Lights*
7. Consideration and possible action on approval of Revision #1 of the State/Municipal Agreement with WisDOT for a STP-Urban Project on Lawrence Drive*
8. Consideration and possible action on approval for structure of the Foundation Drain Disconnection Program*

IV. Future Agenda Items

V. Adjournment

***Items with an asterisk require City Council approval.**

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, Monday, August 7, 2023 so that arrangements can be made.

Agenda Sent To:

MAYOR
ALDERPERSONS
DEPARTMENT HEADS
DEFINITELY DE PERE
VERIZON-INSITE INC
DE PERE CHAMBER OF COMMERCE
TV, NEWSPAPERS & RADIO
KRESS FAMILY LIBRARY
CLEANING SERVICES SOLUTIONS

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**August 7, 2023**
DEPARTMENT:	**Board of Public Works**
FROM:	**Betty Sellenheim**
SUBJECT:	**Approval of the July 10, 2023 Board of Public Works Meeting Minutes**

ATTACHMENTS:

- 2023 0710 BOPW_Draft Minutes (PDF)

Board of Public Works

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

Regular Meeting

Draft Minutes

Monday, July 10, 2023 **7:30 PM** **Council Chambers and Virtual**

I. Call to Order

The meeting was called to order at 7:30 PM by Mayor James Boyd

Attendee Name	Title	Status	Arrived
James Boyd	Mayor	Present	
Dan Carpenter	Alderperson	Present	
Jonathon Hansen	Alderperson	Present	
Shana Defnet Ledvina	Alderperson	Present	
Dean Raasch	Alderperson	Present	

Eric Rakers, City Engineer
Chase Kuffel, Assistant City Engineer
Betty Sellenheim, Recording Secretary

II. 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 Board of Public Works. Section 6-3(f) DPMC

None

III. Items

1. Approval of the June 12, 2023 Board of Public Works Meeting Minutes

Alderperson Carpenter moved to approve the June 12, 2023 Board of Public Works Meeting Minutes, seconded by Alderperson Raasch.

Alderperson Hansen asked if Craig & Courtney Smith should be listed as being present at the meeting regarding their carriage walk request. Betty Sellenheim, Recording Secretary, stated they were not listed as being present because they did not speak at the meeting. Ms. Sellenheim stated that has been the standard for other Board of Public Works meetings in the past.

Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

2. Discussion on Foundation Drain Disconnection Program

Mayor Boyd requested staff explain why this program is being considered. Chase Kuffel, Assistant City Engineer, explained that Common Council approved ARPA (American Rescue Plan Act) funds be designated for installation of sump pumps in homes that were built before sump pumps were mandated in 1973. Mr. Kuffel explained that up to 50% of the groundwater that is transported as sanitary sewer to the wastewater plant can be attributed to inflow and infiltration from private services. Mr. Kuffel stated that disconnecting foundation drains would decrease the amount of clear water being treated,

increase capacity at the wastewater treatment plant, and decreases costs. Mayor Boyd asked if it was a substantial cost reduction. Mr. Kuffel and Eric Rakers, City Engineer, explained that it could save hundreds of thousands of dollars in treatment costs and utility cost by not requiring treatment plant capacity and sanitary main lines being upsized to accommodate for the increased flow. Mr. Kuffel outlined progress since the Board initially saw the program in April 2023. This work included mailing letters to approximately 2,400 properties. Of those 2,400 properties, staff has received responses from approximately 800 properties. Of those 800 properties, approximately 600 have sump pumps installed. Alderperson Raasch asked if staff has confirmed these sump pumps. Mr. Kuffel explained the process moving forward to verify the installation and inspection of installed sump pumps. Mr. Kuffel stated that staff also heard from three plumbing contractors and received contact information and price estimates from them of approximately $2,000-$3,000 to install a sump pump. Mr. Kuffel explained that staff had previously informed residents that prices could range from $3,000-$5,000 based on similar programs in other municipalities. Mr. Kuffel explained that the lower prices will allow for more homes to have sump pumps installed utilizing the ARPA funding. Mr. Kuffel outlined the next steps in the program. Mr. Kuffel stated that Engineering staff met with the Building Inspection team and Building Inspection indicated that they would have the capacity to complete the inspections required for this program. The Building Inspection staff further shared with Engineering staff that homes built on slab or crawlspace did not require sump pumps and would be exempt from the program. Mr. Kuffel stated another step of the program would be to verify the 600 properties that self-reported that they have a sump pump. This verification would start by searching the paper inspection records that date back to the 1940s and 1950s. Properties that could not be verified through the paper records would require an in-person inspection. Alderperson Raasch asked why homes built on slab or crawlspace were exempt. Mr. Kuffel and Mr. Rakers explained that these homes would not likely have drain tile or foundation drains and due to the lack of depth would not collect groundwater. Mr. Kuffel added that a clause would be included in the ordinance update to include the ability to take enforcement measures if homes on slab or crawlspace become a clear water nuisance. Alderperson Carpenter asked if it would be quicker to have staff do an external inspection to verify sump pump discharge. Mr. Kuffel explained that staff did not have rights to go on private property to complete the inspections. Alderperson Hansen added that staff previously completed a windshield survey for visible sump pump discharges. Mr. Kuffel stated moving forward that staff would need to update the City Ordinance to include the requirement to disconnect foundation drains, install sump pumps, and outline exemptions and finalize cost sharing. Mr. Kuffel outlined his proposed cost sharing scenario for volunteer properties the City would cover 5/6 of the cost and mandated properties would be split 50/50 with the resident. Mr. Kuffel explained that by having the City cover a larger amount, he feels it will make the program more desirable and not require mandates for many years. Mr. Kuffel explained after his volunteer list was depleted, he would look to segment the City similar to the sidewalk program for mandating installations. Mr. Kuffel explained the program could take about 20 years to complete. Mr. Kuffel further added with the cost-sharing, that a cap should be established on the amount of reimbursement per property. Alderperson Hansen asked if the City would provide payment at the time the bill was due or reimburse the resident who paid the invoice in full. Mr. Kuffel stated it is intended to be a reimbursement after the installation can be inspected and verified. Alderperson Hansen voiced his concerns that many residents may not be able to pay the full amount up front. Mr. Kuffel stated there could be an option to offer a payback option similar to sidewalks. Mayor Boyd added that contractors often

work with the homeowner on financing or payment options and may be more likely to do so knowing a portion is being paid by the City. Mr. Rakers added that payment should be to the property owner to keep the warranty and liability between the property owner and the contractor they hired. Alderperson Raasch suggested having the check be paid to both parties. Mr. Kuffel stated it would be part of the discussion with the City Attorney. Alderperson Raasch explained how the two party check could be beneficial. Alderperson Ledvina asked what other communities in the area are doing for I & I reduction. Mr. Rakers explained the approach from the wastewater treatment plant and that other communities are taking similar steps to De Pere including sump pump installations, sewer lining and replacements, and full length lateral replacements. Alderperson Ledvina asked if staff has considered imposing a fee for residents that refuse to participate in the foundation drain disconnection program or do not volunteer (volunteer properties would have the fee waived until their property was reached on the volunteer list). Staff explained that they need to research their options for imposing a penalty or fee or forcing installation. Alderperson Ledvina suggested enforcing installation at the sale of the property. Alderperson Carpenter explained that was not legal to do. Mr. Rakers stated that would be an ideal time as the homeowner likely has funds, but agreed it was not legal. Mayor Boyd spoke in favor of the program and cost share and outlined the amount of money to be used for this program by the end of 2024. Alderperson Hansen asked how much of a bill reduction residents may see if the I & I was more under control. Mr. Rakers stated there could potentially be hundreds of thousands less in treatment costs if 50% of the I & I was controlled and staff would need to reach out to the wastewater treatment plant to see if and how that would impact billing. Mr. Rakers added that in wet conditions the wastewater treatment plant gets close to capacity and if nothing is done, there will be large increases to fund capacity upgrades. Alderperson Ledvina questioned discharge at the Milwaukee wastewater plant. Mr. Rakers explained that Milwaukee has a combined sewer system and during high capacity the excess is discharged into the tunnels for treatment after the flow goes down and if that system fails then a blend of sanitary and storm water would discharge directly to water bodies. Alderperson Hansen asked about exemptions for properties built in the 1800s. Mr. Kuffel explained that on those old homes it could be a structural issue to cut the hole and those homeowners could apply for an exemption. Similar to properties on slab or crawlspace, if they were later deemed a clearwater nuisance, the exemption would be removed. Alderperson Ledvina asked how these properties would become a nuisance if they do not have foundation drains or drain tile. Mr. Kuffel explained that it could include a leaking lateral collecting clearwater. Alderperson Hansen asked staff's response to residents who own older homes that fear the sump pump installation will cause more issues than they currently have. Mr. Kuffel explained there are risks with anything but staff will do their best by offering reputable contractor contacts and quality inspection. Alderperson Carpenter added with the sump pump pit in the floor, it should not impact walls and if it does, the wall was likely a pre-existing issue. Alderperson Raasch asked what percentage of I & I is being sent to the wastewater treatment plant and what level the plant finds acceptable. Mr. Rakers explained the wastewater treatment plant had not notified communities of the acceptable level and added that in 2013 staff had roughly figured a cost of approximately $600k in I & I treatment. Mr. Rakers added that staff needs to work with the treatment plant to get a better handle on the actual I & I number. Alderperson Raasch asked staff how much of a reduction the treatment plant would need to see before noting a significant reduction from communities. Mr. Rakers explained staff would need to work with the treatment plant for clarification but had previously reported that approximately 60% of treated water was I & I. Alderperson Raasch asked if the City could possibly not see as much savings because

other communities will not do the work and still require new plant or plant capacity upgrades. Mr. Rakers stated that is a fair concern but added that the treatment plant has an active I & I reduction program with hired consultants to evaluate based on the entire system and offering meetings for all municipalities to actively participate. Alderperson Raasch asked staff to work with the treatment plant to firm up numbers for current I & I and acceptable I & I levels moving forward. Alderperson Carpenter shared regarding limits imposed by the treatment plant based on capacity for development. Mr. Rakers explained the two regulatory agencies including Wisconsin DNR on capacity issues at the plant and the plant on capacity issues at the municipalities. Mr. Rakers stated if De Pere was at their allocated capacity, Green Bay Metropolitan Sewerage District could refuse to approve plans for development. Mr. Kuffel and Mr. Rakers further explained the agreements in place between the City and the treatment plant regarding flow and capacity. Alderperson Carpenter asked how much the City sends to the plant monthly for treatment. Mr. Rakers explained that in 2012/2013 over 100 million gallons are sent to the treatment plant each month by City residents. Mr. Kuffel asked the Board to provide input on the start date for reimbursement under the foundation drain disconnection program. Board members were in favor of reimbursing retroactive to January 1, 2023. Mayor Boyd stated he would check if that action can be taken prior to fully establishing the program. Alderperson Hansen voiced concerns with providing contractor information for only two contractors in future mailings to residents and suggested a request for proposal from contractors to be included. Mr. Kuffel explained that a request for proposals would not fit because it is intended as a homeowner-led program and an RFP would make it City-led. Mr. Kuffel explained the list of contractors could be limitless and would depend entirely on the distance contractors were willing to travel for the work. Mayor Boyd suggested having a system similar to concrete workers. Mr. Kuffel explained those contractors are licensed, which would not be required for this work. Alderperson Carpenter stated in the past the City would provide a short list of 5-6 contractors for service and lateral repairs and suggested offering a similar list if requested. Alderperson Raasch voiced concerns with having disreputable contractors contacting residents to complete the work. Mr. Kuffel stated staff could work with the Building Inspection Department for a list of contractors that have been permitted in the past for this work. Betty Sellenheim, Recording Secretary, stated staff compiled a similar list of all permitted contractors over a 3-5 year period for laterals and water service and could compile a similar list for this work. Mayor Boyd asked for information on next steps moving forward. Mr. Kuffel stated he will continue to speak with homeowners as they contact staff, staff will work with the City Attorney on a draft ordinance, and look to bring more detailed information back to Board in the next two months. Alderperson Raasch asked for quicker action on the retroactive date for reimbursement. Mayor Boyd asked staff to touch base with him following the meeting to discuss with the City Attorney and City Administrator. Mr. Kuffel asked for Board opinion on the example cost sharing percentages. Mayor Boyd spoke in favor of the proposed percentages. Alderperson Carpenter stated that considerations will be made regarding funding the program once ARPA money is depleted. Alderperson Hansen stated the infinite decimal places might become confusing but agreed with 5/6 reimbursement. Alderperson Raasch agreed with removing extra decimal places. Alderperson Carpenter and Alderperson Ledvina were in favor of the proposed cost share. Alderperson Raasch and Mayor Boyd spoke in favor of an 80/20 cost share, which could allow for more homes to participate. Mayor Boyd stated he was pleasantly surprised by the estimates being proposed by contractors and asked Alderperson Ledvina how much the sump pump installation cost at her home recently. Alderperson Ledvina stated it was not an accurate comparison

because a lot of additional work was performed. Alderperson Carpenter voiced concerns regarding work quality and ensuring the foundation drains were actually disconnected. Mr. Kuffel stated that Building Inspection would require they inspect in person prior to completion or have a master plumber certify the disconnect and provide televising. Mayor Boyd asked Board members their opinion on using smoother cost share numbers like 85/15 or 80/20. Alderpersons agreed with an 80/20 split. Mr. Kuffel asked if Board members were agreeable with a 50/50 split when properties were mandated to connect. Alderpersons agreed with a 50/50 split at that time. Alderperson Carpenter brought back the potential for a payback plan through the City. Mr. Kuffel stated that would be written into future considerations. Alderperson Carpenter stated that by having the City pay the plumber up-front and allow a payback by the resident, it takes away the homeowner-led program aspect and creates liability on the City. Mr. Rakers agreed with those concerns and stated staff would look into it further.

RESULT: DISCUSSED

IV. Future Agenda Items

None

V. Adjournment

Mayor Boyd moved to adjourn the meeting at 8:22 PM, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

Respectfully submitted,
Betty Sellenheim

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**August 7, 2023**
DEPARTMENT:	**Public Works**
FROM:	**Eric Erdman**
SUBJECT:	**Consideration and Possible Action on Tower Lease Agreement with Verizon Wireless for Merrill Water Tower**

ATTACHMENTS:

- Memo.Verizon Contract (PDF)
- Verizon Merrill Tower Lease Agreement (City clean 8-23) (PDF)
- Exhibit A (PDF)
- Exhibit B (PDF)

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.

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

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

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 _____

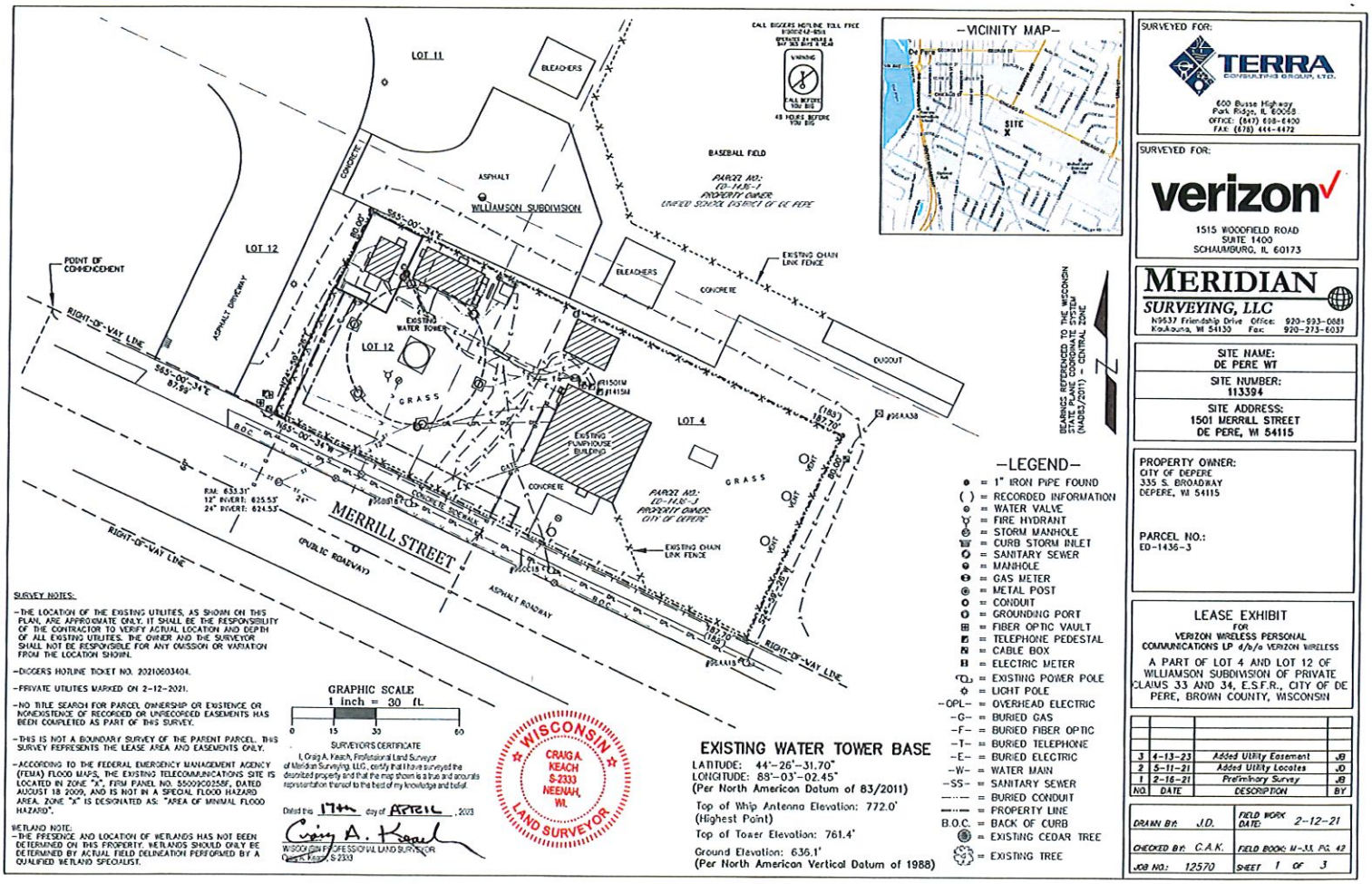
Cellco Partnership d/b/a Verizon Wireless
TENANT
By:

_____
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
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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)

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

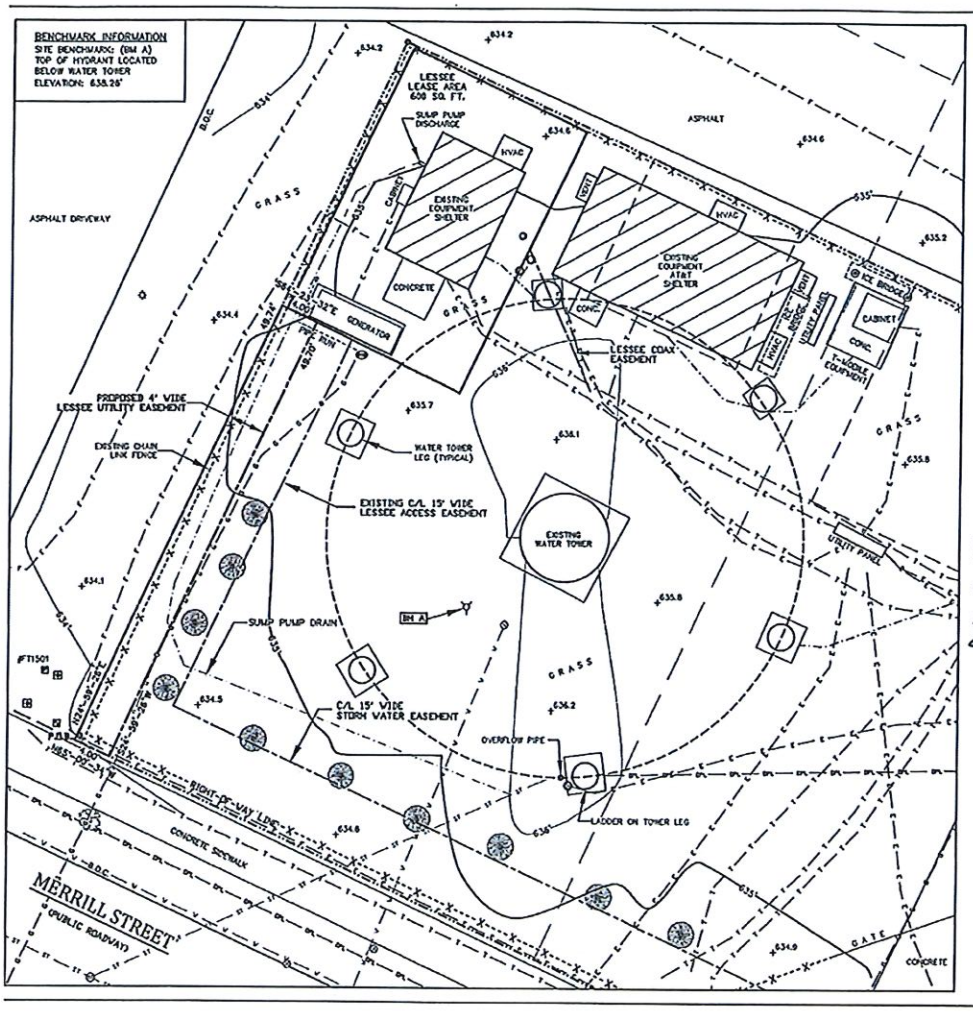
PROPERTY OWNER:
CITY OF DEPERE
335 S. BROADWAY
DEPERE, WI 54115

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
- = 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

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.

WISCONSIN CRAIG A. KEUSEN S-2333 NEENAH, WI APRIL 17 2023 LAND 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
3	4-13-23	Added Utility Easement	JB
2	5-11-21	Added Utility Locates	JD
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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 3 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:

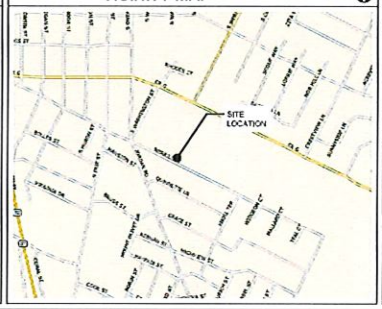
Commencing at the junction of the Northerly extension of the Easterly line of vacated South Webster Avenue in Quinnette Plat with the Northerly line of Merrill Street; thence S65°-00'-34"E 87.99 feet along the Northerly line of said Merrill Street to the point of beginning; thence N24°-59'-26"E 49.74 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.

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
PH: (847) 619-5397
FAX: (847) 706-7415

TERRA
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: (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	07/05/21	PP
A	REVISED PER UPDATED SURVEY	08/26/21	PP
B	REVISED PER FIBER CONDUIT ROUTE & STORM DRAIN ADD	09/29/21	DMS
C	UPDATED PER SURVEY	09/13/21	DMS
D	REVISED CONDUIT ROUTE PER LL	09/29/21	DMS
E	REVISED PER EPV 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

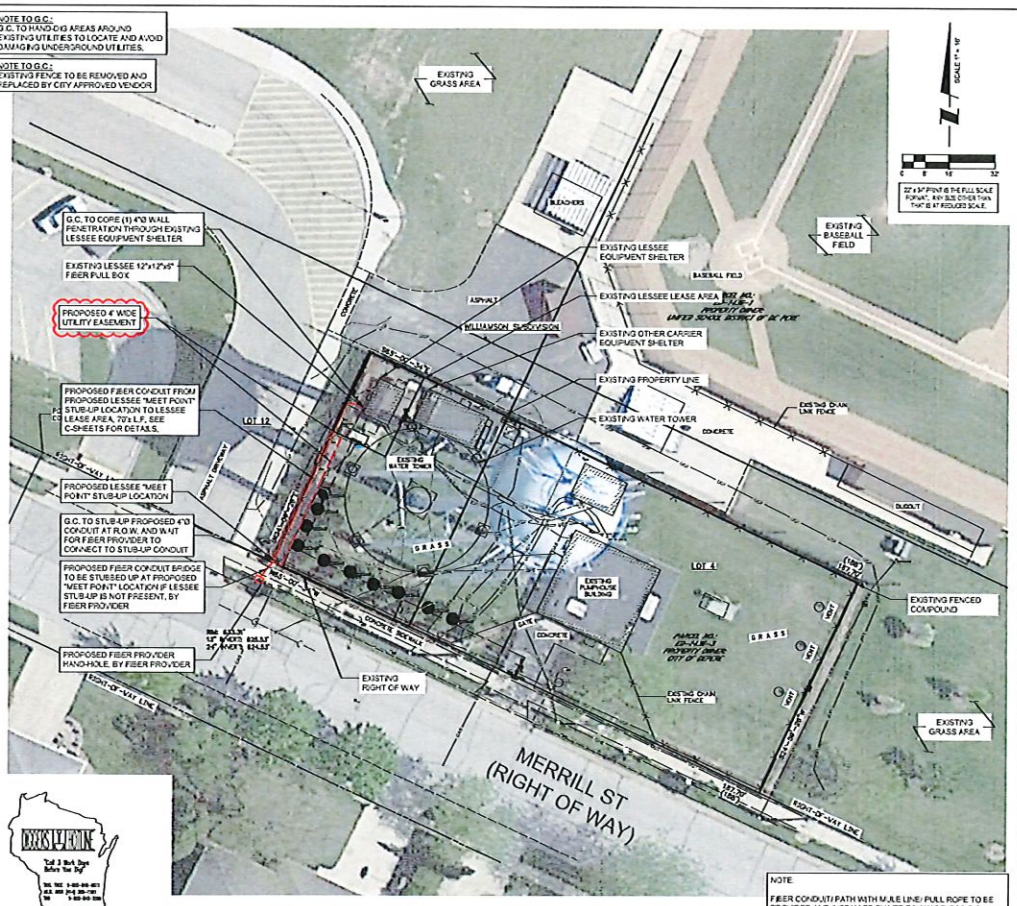
ELEVATION: 638.26'

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	08/09/21	PP
B	REVISED PER FIBER CONDUIT ROUTE & STORM DRAIN ADD	09/09/21	DMS
C	UPDATED PER SURVEY	09/13/21	DMS
D	REVISED CONDUIT ROUTE PER P.L.	09/09/21	DMS
E	REVISED PER CITY COMMENTS	10/22/21	PP
F	ISSUED FOR FINAL	12/09/21	DMS

LOC. # 113394

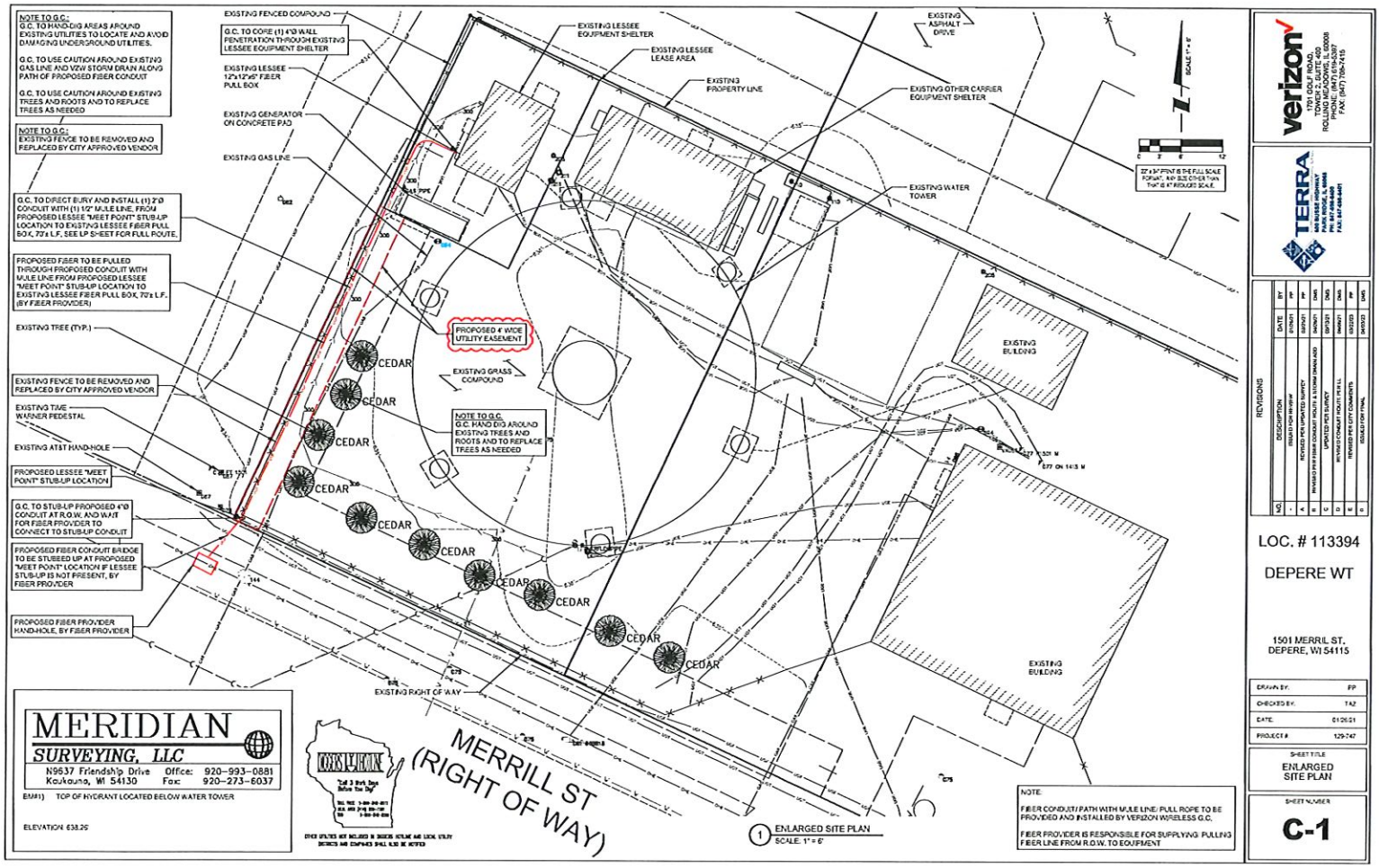
DEPERE WT

1501 MERRIL ST,
DEPERE, WI 54115

DRAWN BY:	PP
CHECKED BY:	TAZ
DATE:	01/26/21
PROJECT #:	129-747

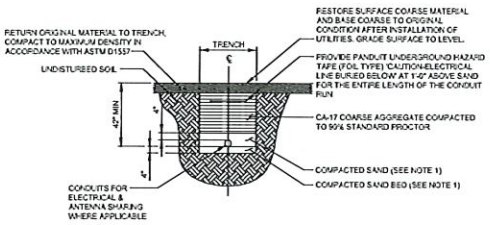
SHEET TITLE
LOCATION PLAN

SHEET NUMBER
LP

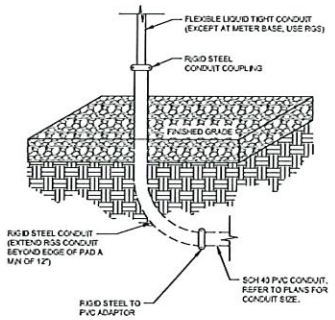

NOTE TO G.C.:
G.C. TO HAND-DIG AREAS AROUND EXISTING UTILITIES TO LOCATE AND AVOID DAMAGING UNDERGROUND UTILITIES.
G.C. TO USE CAUTION AROUND EXISTING GAS LINE AND VZW STORM DRAIN ALONG PATH OF PROPOSED FIBER CONDUIT
G.C. TO USE CAUTION AROUND EXISTING TREES AND ROOTS AND TO REPLACE TREES AS NEEDED
NOTE 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
CEDAR
EXISTING BUILDING
EXISTING RIGHT OF WAY
MERRILL ST
(RIGHT OF WAY)
EM#1) TOP OF HYDRANT LOCATED BELOW WATER TOWER
ELEVATION 638.25'
1 ENLARGED SITE PLAN
SCALE: 1" = 6'
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
verizon
1791 GOLF ROAD, TOWER 1, 3RD FLOOR
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-4321
FAX: (847) 709-4150
TERRA
REVISIONS
NO. DESCRIPTION DATE BY
A RFDS/ TOPO REVIEW 07/26/21 PP
B REVISED PER UPDATED SURVEY 08/25/21 DMS
C REVISED PER UPDATED SURVEY 09/13/21 DMS
D UPDATED PER SURVEY 09/24/21 DMS
E REVISED CONDUIT ROUTE, FIX LL 09/29/21 PP
F REVISED PER CITY COMMENTS 10/22/21 PP
G ISSUED FOR FINAL 04/13/22 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
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
1515 LAKE DRIVE, SUITE 400
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 709-7500
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	09/14/21	DMS
C	UPDATED PER SURVEY	09/17/21	DMS
D	REVISED CONDUIT ROUTE PER LL	09/06/21	DMS
E	REVISED PER CITY COMMENTS	10/22/23	FP
F	ISSUED FOR FINAL	11/07/23	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	09/17/21	DMS
C	UPDATED PER SURVEY	09/17/21	DMS
D	REVISED CONDUIT ROUTE / PULL	09/30/21	DMS
E	REVISED PER CITY COMMENTS	03/22/23	FP
F	ISSUED FOR FINAL	04/05/23	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

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 MOUTOR
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 DIGGER'S 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

S:\CE\FILE

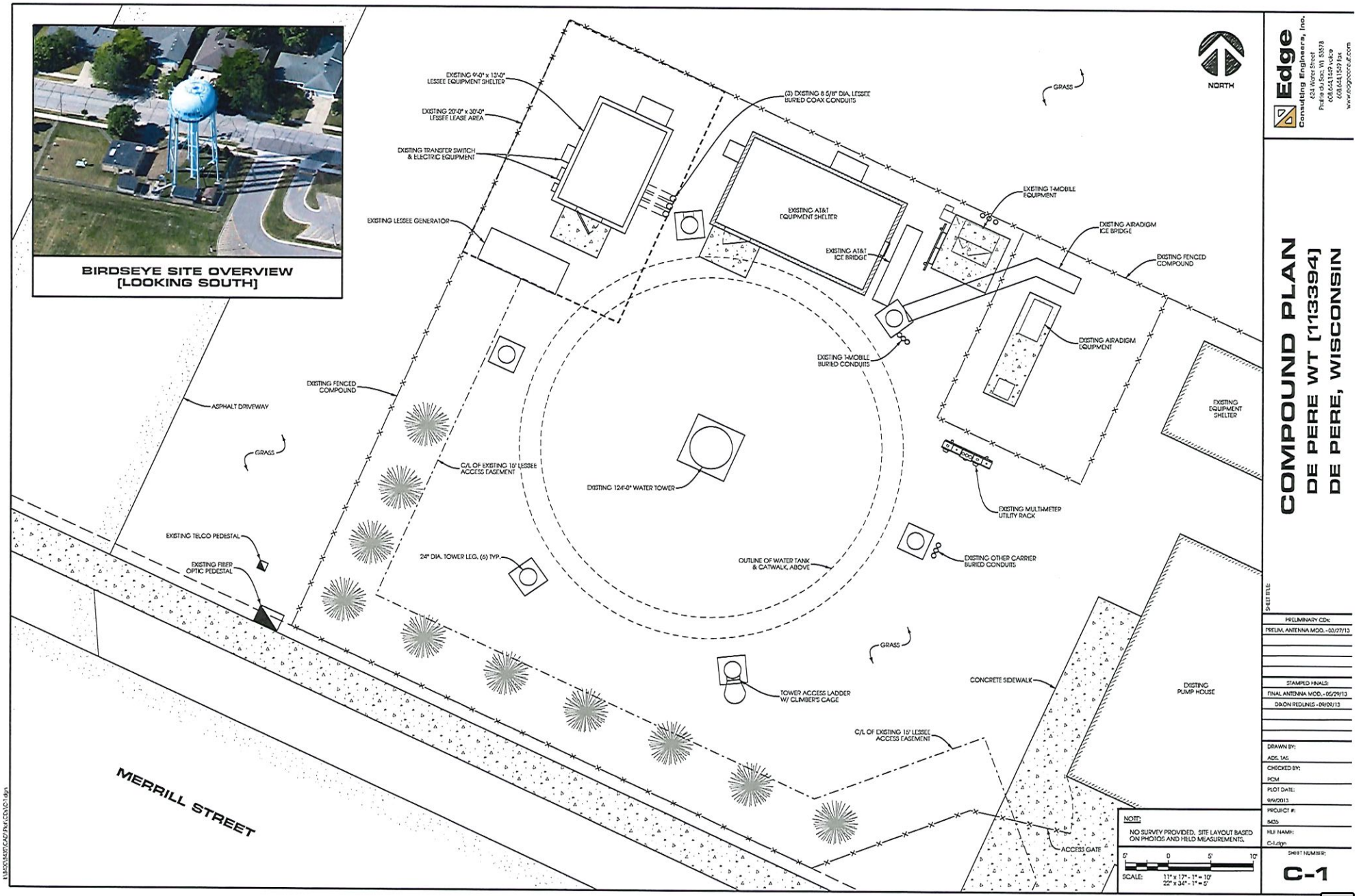
PRELIMINARY CDs:
PRELIM. ANTENNA MOD. - 03/27/13

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, INC.

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

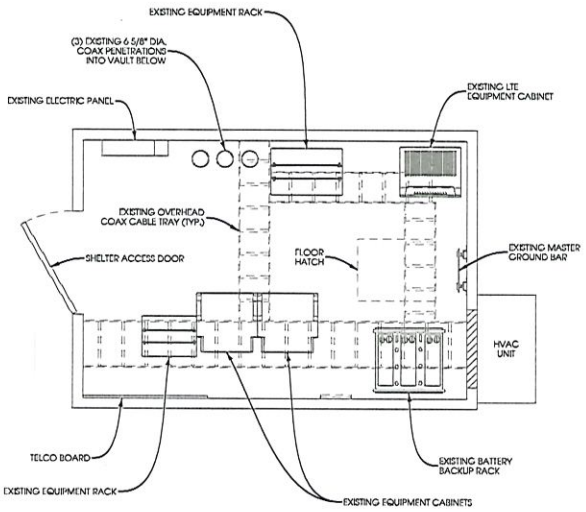
Edge
Consulting Engineers, Inc.
434 Acorn Street
Prairie du Sac, WI 53578
608.643.1549 voice
608.643.1569 fax
www.edgeconsult.com

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

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A C-2 **EXISTING SHELTER INTERIOR LAYOUT**

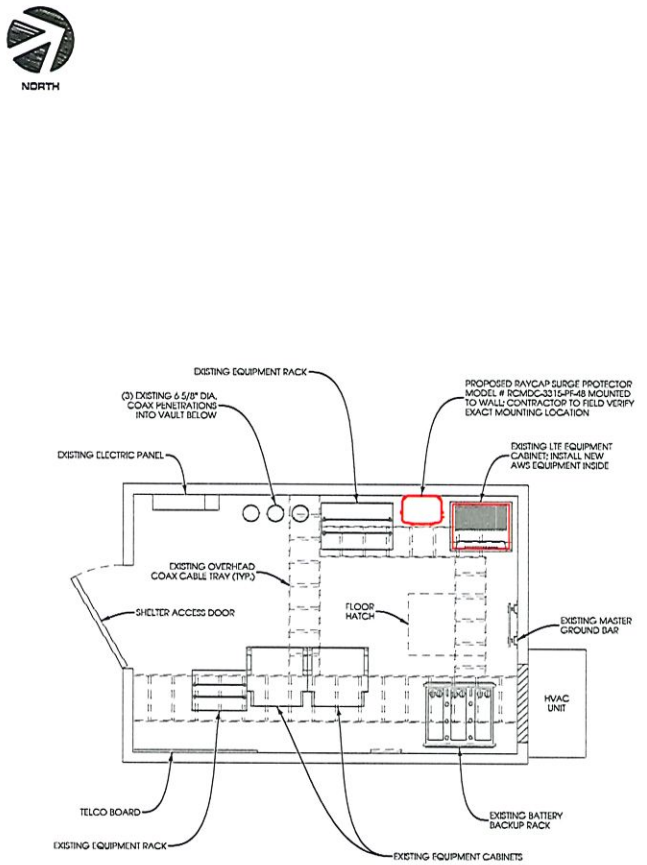
SCALE: 11 x 17 - 1/4" = 1'-0"
22 x 34 - 1/2" = 1'-0"



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.
624 Water 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

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E:\8435\8435CAD\Plot\C2DWG.dgn

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'±

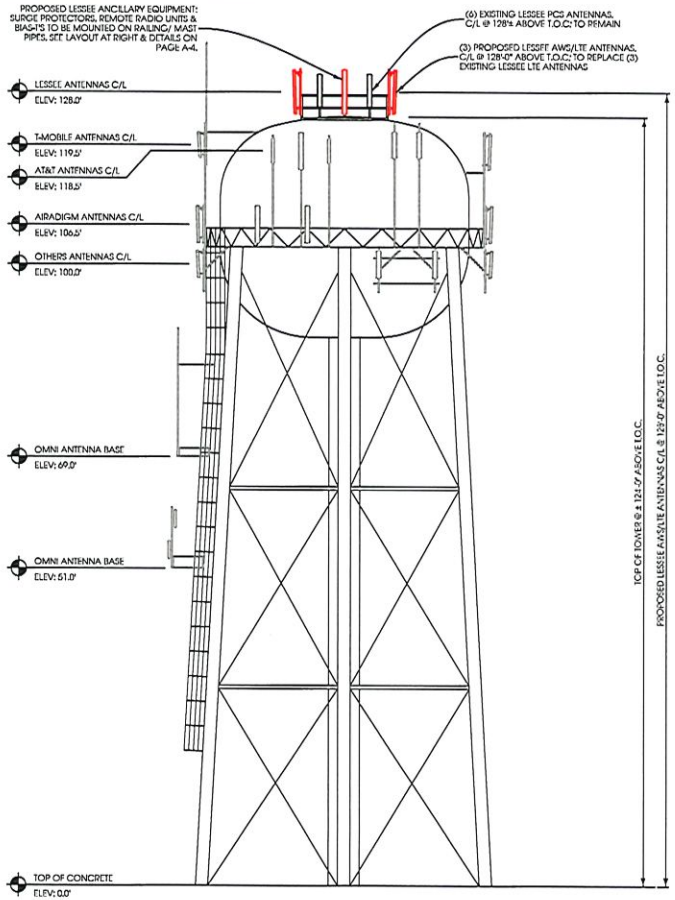
COLLOCATION NOTE:

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:

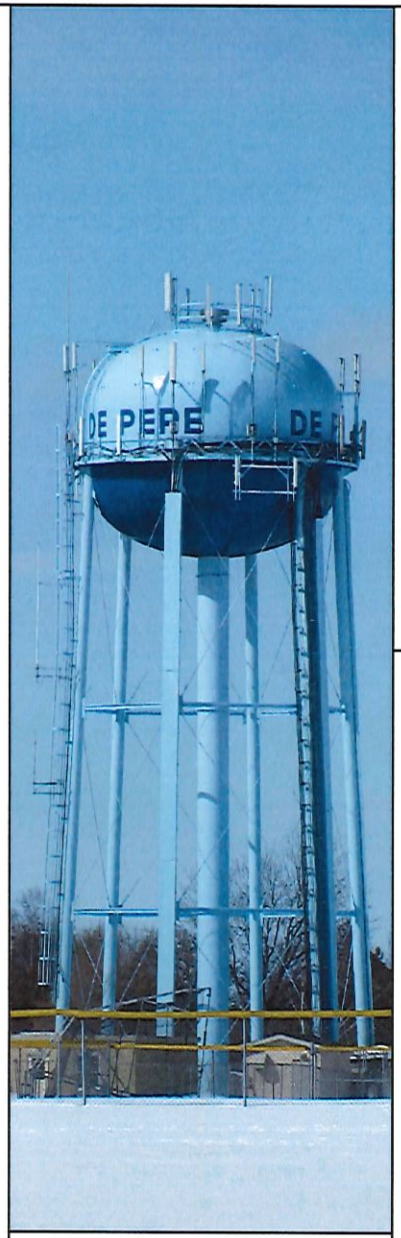
CONTRACTOR TO VERIFY HEIGHT AND DIRECTION OF ANTENNA WITH PROJECT MANAGER & FINAL RF DESIGN.

ALL ANTENNA AZIMUTHS TO BE FROM TRUE NORTH.



A A-1 **TOWER PROFILE [EAST ELEVATION]**

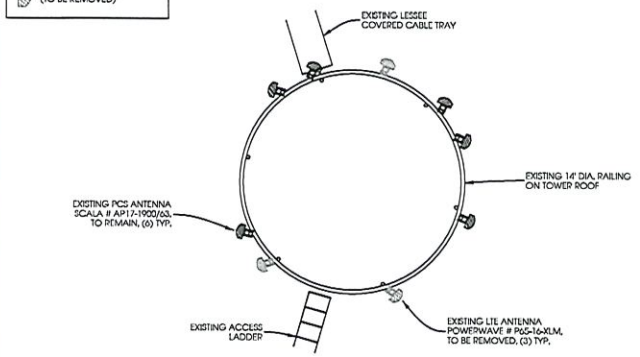
SCALE: 11" x 17" - 1" = 20'-0"
22" x 34" - 1" = 10'-0"



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

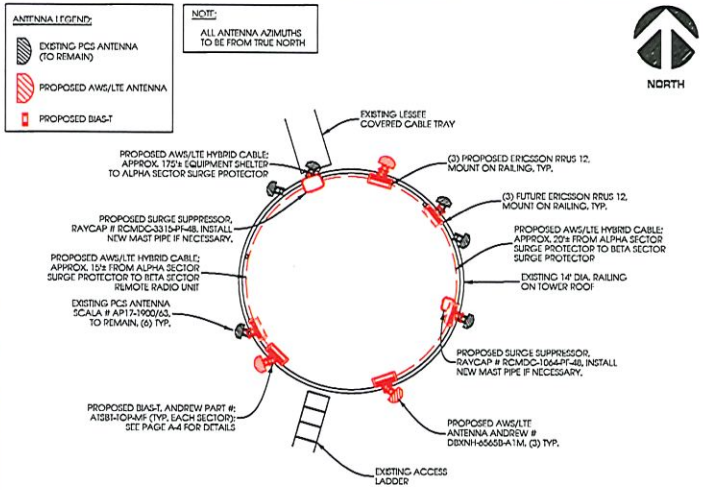


B A-1 **EXISTING ANTENNA ORIENTATION**

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



C A-1 **PROPOSED ANTENNA ORIENTATION**

SCALE: 11" x 17" - 1" = 8'-0"
22" x 34" - 1" = 4'-0"

Edge
Consulting Engineers, Inc.
624 Morse Street
Fredonia, WI 53021
608.644.1549 voice
608.644.1559 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	

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EQUIPMENT CHANGE REQUEST FORM- ECR

Cell Name	Depere WT			Cell ID	62
Location Number	113394	RF Engineer	Mike Fischer	Address	1501 Merrill St
Date of Request	1/16/2013	Market	Milwaukee	City/State/Zip	DePere

EXISTING CONFIGURATION

Sector	Position	Antenna Port	Antenna 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	RF Engineer	Mike Fischer	Address	1501 Merrill St
Date of Request	1/16/2013	Market	Milwaukee	City/State/Zip	DePere

PROPOSED CONFIGURATION

Configuration: Option-A2

Sector	Pos	Antenna Port	Antenna RF Path	Antenna Manufacturer	Antenna Model	Antenna Serial Number	Centerline	Azimuth	Variable Tilt	Mechanical Tilt	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 / 3	0	Change- Install
		L2 (+45)	LTE C - RxTx1-eNB1								
		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 / 4	0	Change- Install
		L2 (+45)	LTE C - RxTx1-eNB1								
		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 / 3	0	Change- Install
		L2 (+45)	LTE C - RxTx1-eNB1								
		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

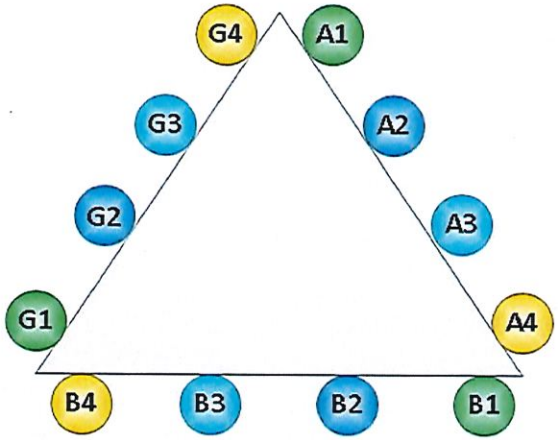
STAMPED FINALS:
FINAL ANTENNA MOD. - 05/29/13
DIXON REDLINES - 09/09/13

DRAWN BY:
ADS, TAS
CHECKED BY:
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PLOT DATE:
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PROJECT #:
5435
FILE NAME:
A-2.dgn

SHEET NUMBER:
A-2

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113XX\MASTCAD PACKET\A-2.dgn



ANTENNA PLATFORM SCHEMATIC

Existing

	Location	Diplexer Manufacturer	Diplexer Model	Count
Diplexer	Top (Platform)			
	Bottom (Shelter)			

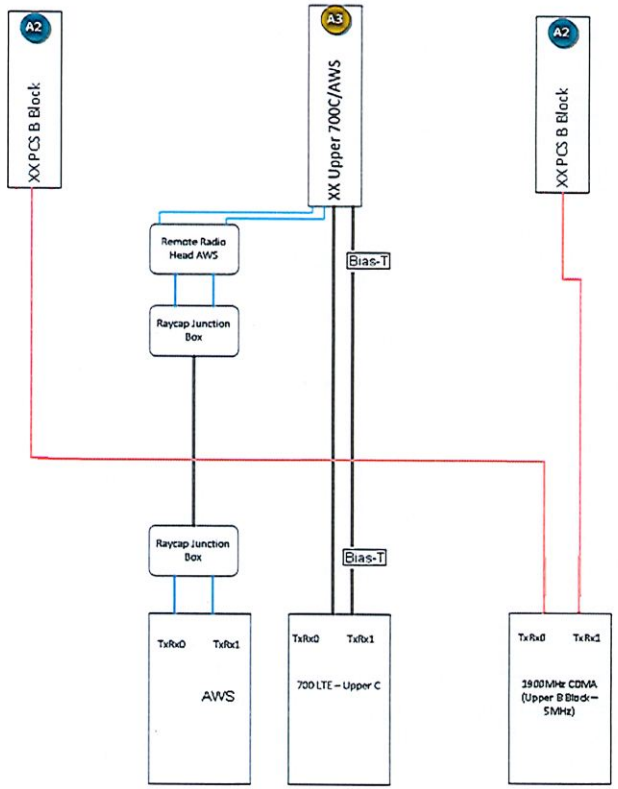
	Sector	Coax Manufacturer	Type	Size	Count
Coax	Alpha	Andrew		1 5/8	4
	Beta	Andrew		1 5/8	4
	Gamma	Andrew		1 5/8	4

Proposed

	Location	Manufacturer	Component Model	Count	Action
Passive Components	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

	Sector	Coax Manufacturer	Type	Size	Count	Action
Coax	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:

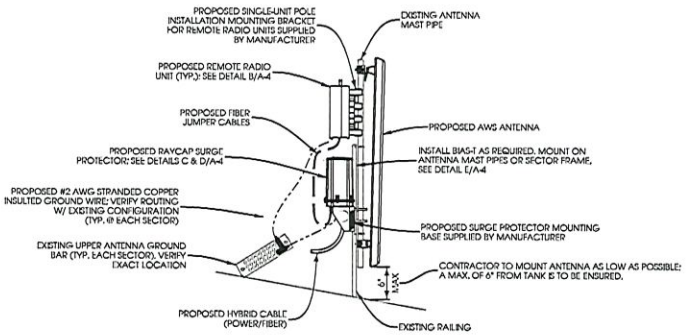
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STAMPED FINALS:
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DIXON REDLINES - 09/09/13

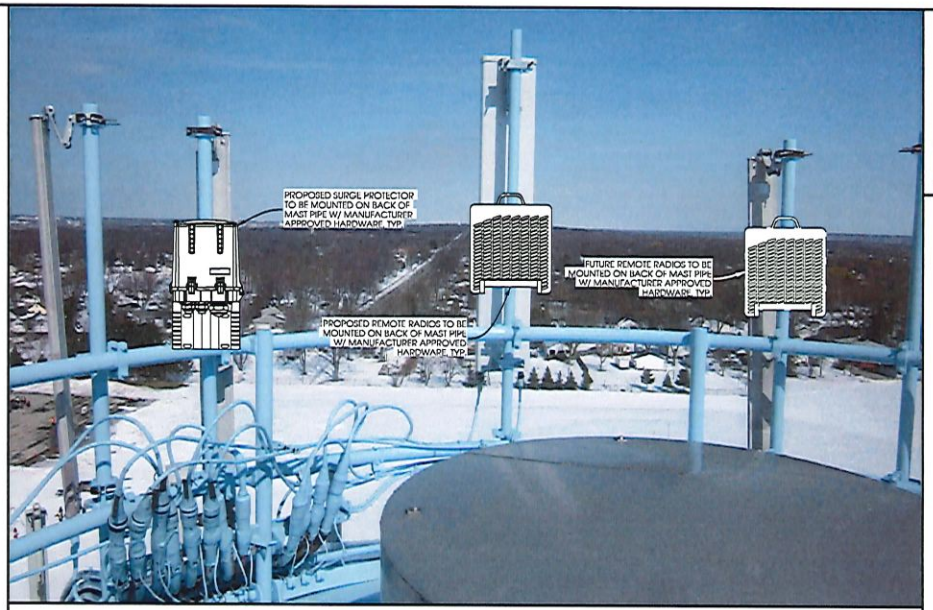
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ADS, TAS
CHECKED BY:
PCM
PLOT DATE:
9/9/2013
PROJECT #:
6435
FILE NAME:
A-3.dgn

SHEET NUMBER:
A-3

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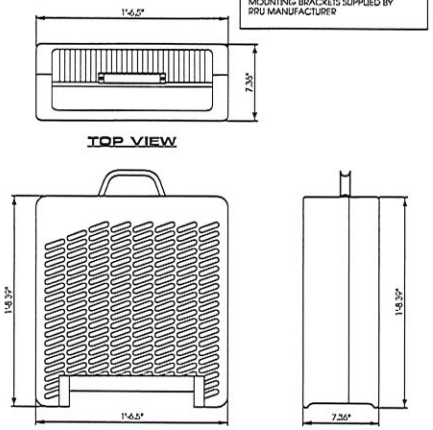
A / A-4 **ANTENNA, RRU & SURGE PROTECTOR MOUNTING DETAIL**
SCALE: NTS



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



B / A-4 **REMOTE RADIO UNIT ERICSSON # RRUS 12**
SCALE: NTS

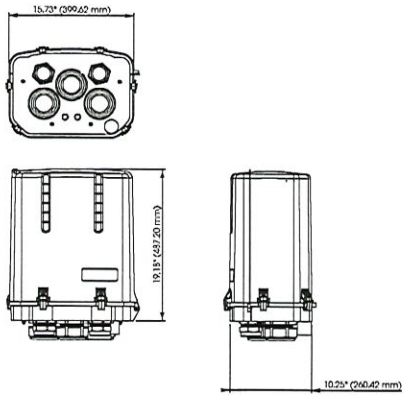
RAYCAP SURGE PROTECTOR:

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)



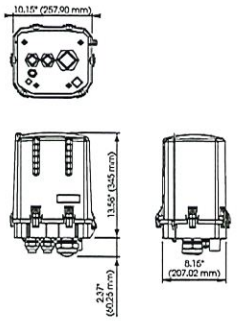
C / A-4 **SURGE PROTECTOR DETAIL**
SCALE: NTS

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 Horse Shoe
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:

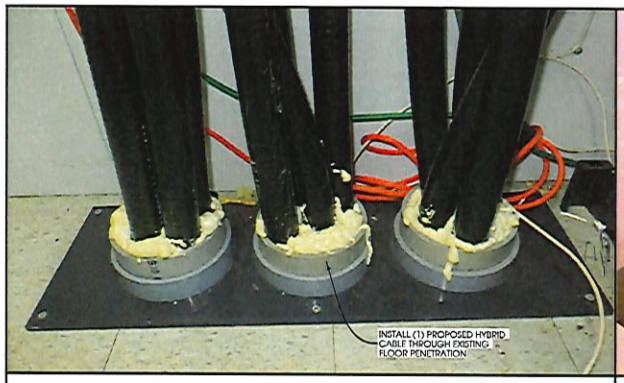
PRELIMINARY CDs:
PRELIM. ANTENNA MOD. - 03/27/13

STAMPED FINALS:
FINAL ANTENNA MOD. - 05/29/13
DIXON REDLINES - 09/09/13

DRAWN BY:
ADS, TAS
CHECKED BY:
PDM
PLOT DATE:
9/9/2013
PROJECT #:
8435
FILE NAME:
A-4.dgn

SHEET NUMBER:
A-4

© EDGE CONSULTING E



COAX PORT LAYOUT [SHELTER INTERIOR]



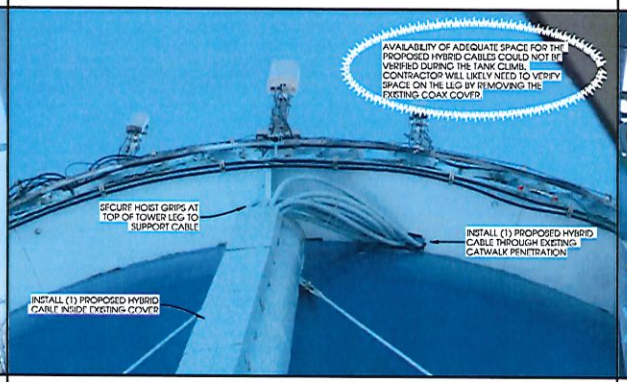
COAX CONDUITS IN UNDERGROUND VAULT



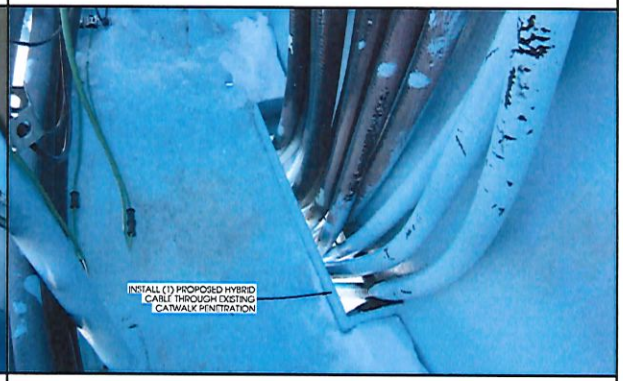
COAX CONDUITS STUB-UP AT TOWER BASE



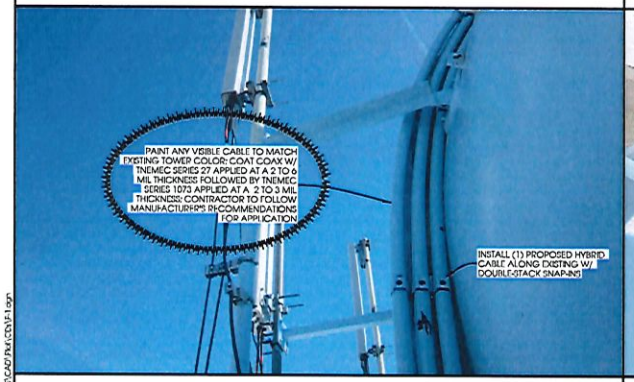
EXISTING LESSEE COAX ROUTING UP TOWER LEG



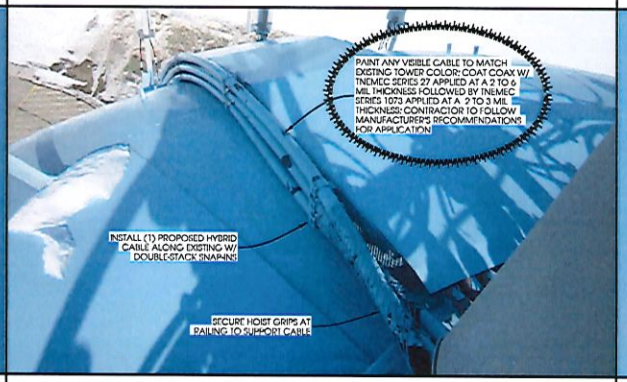
EXISTING LESSEE COAX ROUTING UP TOWER LEG



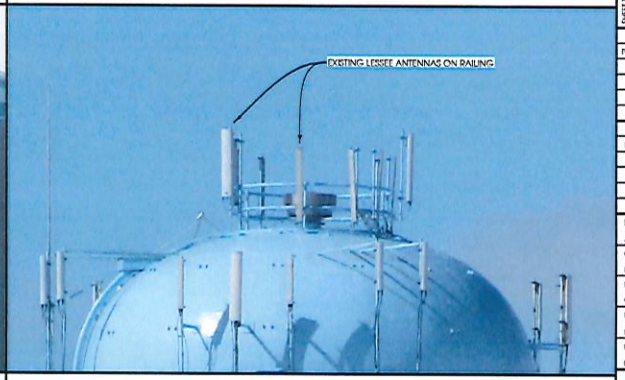
EXISTING LESSEE COAX PENETRATION IN CATWALK



EXISTING LESSEE COAX ROUTING ON SIDE OF WATER TANK



EXISTING LESSEE COAX ROUTING ON TOWER ROOFTOP



EXISTING LESSEE PANEL ANTENNAS

SITE PHOTOGRAPHS

DE PERE WT (113394)

DE PERE, WISCONSIN

Edge
Consulting Engineers, Inc.
424 Morse Street
Fredonia, Wisconsin 53021
608.644.1429 voice
608.644.1549 fax
www.edgeconsult.com

SHEET TITLE:

PRELIMINARY CDs:
PRELIM. ANTENNA MOD. - 03/27/13

STAMPED FINALS:
FINAL ANTENNA MOD. - 05/29/13
DIXON PEDLINES - 09/09/13

DRAWN BY:
ADS, TAS

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, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**August 7, 2023**
DEPARTMENT:	**Public Works**
FROM:	**Tom Blohowiak**
SUBJECT:	**Consideration and possible action on Cleaning Contracts for City Buildings***

ATTACHMENTS:

- Bid Proposal for cleaning contract Memo (PDF)
- City Cleaning contract RFP (PDF)
- Cleaning Service Solutions Quote (PDF)
- Environment Control quote (PDF)
- Coverall Quotes (PDF)

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 Board of Public Works Action

MEETING DATE:	**August 7, 2023**
DEPARTMENT:	**Public Works**
FROM:	**Tony Fietzer**
SUBJECT:	**Consideration and possible action on the revision of City Ordinance 82.3(5) Storage of Polycarts***

ATTACHMENTS:

- BOPW-Polycart Storage_Memo (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Tony Fietzer, Street Superintendent
Date: August 7, 2023

RE: **Consideration and possible action on the revision of City Ordinance 82.3(5) Storage of Polycarts***

Recently a number of polycart storage complaints have been received in a particular neighborhood. Some of the complaints received were clear violations, however, others were violations by the letter of the ordinance, but efforts had been made to be compliant using fencing or other structures.

The ordinance prior to January 1, 2018, stated: "No owner or occupant of any building shall place or store any solid waste or polycarts in front or alongside of any building or on any corner lot along the side of a building facing the abutting street except when done for lawful collection in compliance with this chapter". Residents were not allowed to place carts in front of or alongside any building.

Effective January 1, 2018, City Ordinance 82.3(5) states: Polycart(s) 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 polycart(s) 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 polycart(s). All screening shall be properly maintained and in a good state of repair.
1. Polycart(s) may be stored in the backyard, garage, or any other convenient discreet location, provided they are screened as provided herein.
2. Polycart(s) must be stored with the lids completely closed.
3. Do not store polycart(s) near a furnace, grill, or any other heat source.

This ordinance change in 2018, allows the placement alongside of a building or structure as long as they could not be visible from the property line or any public right of way. The letter of the law (ordinance) virtually stating the polycarts shall not be seen from any property line (front, side, rear) or from any public right of way. See attached photos 1-4. Photos 1 and 3 show compliance of ordinance from in front of house at the property line. Photos 2 and 4 show that same property in non-compliance of the current ordinance. Photo 5 and 6 show polycart violations that the city is attempting to prevent.

The number of polycart storage complaints fluctuates depending on neighborhoods. There have been some areas of the city that very seldom report polycart storage issues while other neighborhoods report frequently. This makes enforcement extremely difficult as well as gaining continual compliance. Additionally, while enforcing the letter of the law (ordinance), neighbor disputes have occurred as those who make an effort to comply but aren't 100% compliant. Property owners who have made efforts, have expressed frustrations, city pettiness and retaliation by filing complaints on others.

In researching neighboring communities polycart storage ordinances:

The City of Appleton has a vague ordinance that states carts must be removed from the street to the place of storage by midnight on the day of collection. They do not define where that place of storage is or any screening of the carts.

The City of Green Bay ordinance states "tipper carts shall not be stored on any street side or alongside of a building unless the cart is completely screened from view of an observer located at the public right-of-way." The City of Green Bay is looking to modify or eliminate this ordinance as well due to being complaint driven, maintaining compliance is difficult and citywide polycart compliance is never received.

The Village of Ashwaubenon ordinance states "Waste must be stored out of view from roadway but is allowed to be stored on side of residence."

The Village of Wrightstown ordinance states: "No owner or occupant of any building shall place or store any refuse cart or recycling cart in front of any building, or on any corner lot along the side of a building facing the abutting street, except when done for lawful collection in compliance with this Code."

Staff recommends modifying the ordinance to require screening of polycarts that are on the side of the home, so they are not visible from the street, and width of the property, in essence removing the requirement to create an "L" shape enclosure. By removing the language of "all of the property line and any public right of way," compliance can be gained and maintained much easier while minimizing neighbor disputes.



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**August 7, 2023**
DEPARTMENT:	**Public Works**
FROM:	**Eric Zygarlicke**
SUBJECT:	**Update for Private Water System Inspection and Maintenance Draft Ordinance**

ATTACHMENTS:

- 2023 0807 CI_BOPW Memo_Private Water System (PDF)
- Ord23-XX DRAFT-Private Water System Inspection And Maintenance (PDF)
- 2023 0109 CI_BOPW Memo_Private Water System (PDF)
- 2023 0329_Private Water Systems_PIM_Presentation (PDF)
- 2023 0410 CI_BOPW Memo_Private Water System (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric Zygarlicke, Water Department Supervisor
Date: August 07, 2023

RE: Update for Private Water System Inspection and Maintenance Draft Ordinance

The Private Water Systems Maintenance program was first discussed with the Board Of Public Works (BOPW) in April 2021 and an update was provided to the board in January 2023 (see attached memo). At that time, we discussed how the department had identified the private water system properties throughout the City, the process of getting those private systems mapped to GIS, and our intent to conduct a Public Information Meeting (PIM), which was held on March 29, 2023.

During the PIM at the Municipal Services Center, we presented (see attached PowerPoint) the intent of the program to those private system representatives who attended both in person and online. The meeting was recorded and posted to the City's YouTube channel. A progress report was presented at the subsequent April 10, 2023, BOPW meeting (see attached memo) in which we discussed our intent to move forward with developing a draft ordinance.

Since the April 10, 2023, BOPW meeting, we have worked with the City's legal team to develop a draft ordinance for the private water systems inspection and maintenance program (see attached ordinance) modeled after the Village of Howard's ordinance. The new ordinance contains the general definition of a private system, the applicability of the new code, requirements for a certified operator, operational requirements and maintenance activities to be performed, and the record keeping needed to document the program.

Once the review of the draft ordinance is completed, our intent is to finalize the document and bring it before the December BOPW for final approval with implementation of the ordinance taking affect July 2024. Once approved, a letter will then be sent to all the private systems customers notifying them of the ordinance requirements.

ORDINANCE #23-XX

CREATING SECTION 26-16 OF CHAPTER 26 WATER AND SEWER SERVICE OF THE CITY OF DE PERE MUNICIPAL CODE RELATING TO PRIVATE WATER SYSTEM INSPECTION, MAINTENANCE AND OPERATION

WHEREAS, the City of De Pere ("City") and its Board of Public Works hereby determine that providing and maintaining a safe water supply is a vital priority and delivers the highest quality drinking water to its customers; and

WHEREAS, the City also provides for the safety and general welfare of residents via the provision of a strong and robust firefighting water supply; and

WHEREAS, the City and its Board of Public Works ensures that its Public Water System is properly inspected, maintained and is fully operational, and intends to ensure that customers indirectly served by Private Water Systems are also properly inspected, maintained and are fully operational. Further, Private Water Systems substantially affect the water supply safety of residents as well as the efficient operation of the Public Water Utility, are highly important components of the firefighting water supply system, and must meet the same operational standards as the Public Water System; and

WHEREAS, the City and its Board of Public Works determine that private water systems shall be inspected, maintained and operated according to established regulations, prudent management and best practices according to without limitation the American Water Works Association ("AWWA") and the National Fire Protection Association ("NFPA") as follows:

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

Section 1. Section 26-16 of Chapter 26 Water and Sewer Service shall be created as follows:

Sec. 26-16. – Private Water Utility Inspection & Maintenance.

(a) General.

(1) Privately owned water distribution systems, as defined in Wisconsin Administrative Code (NR) Chapter 812, as may be amended from time to time, shall be responsible for ensuring that their system is inspected, maintained and operated to provide an adequate quantity of safe drinking water to those consumers served and for firefighting purposes. This responsibility includes, without limitation, maintaining or contracting for an adequate number of trained staff to perform all duties necessary

and performing maintenance and replacement of watermain and appurtenances when necessary to keep the facilities in good operating condition. This responsibility shall also include ensuring that sufficient fiscal resources are available for needed repairs and eventual system replacement.

(b) Applicability.

(1) The following water systems, located on private property, shall comply with the private water system maintenance requirements of this Section if they have any of the following:

A. Systems that have a valve or a "private hydrant" as defined in Wisconsin Administrative Code (PSC) 185.12(15), as may be amended from time to time.

B. Systems that have water service to a building or a curb stop from a watermain.

C. Systems that serve more than one building.

D. Systems that exceed a combined 150 feet of watermain and or service piping measured from the right of way.

(c) Certified Operator Requirements.

(1) Every private water system shall have a designated operator-in-charge. No person may be an operator-in-charge of a water system subclass unless that person holds a valid certificate for that subclass issued pursuant to Wisconsin Administrative Code (NR) 114.30, as may be amended from time to time.

(2) The owner of a private water system shall designate to the De Pere Water Utility the operator-in-charge of the water system and provide 24 hour per day contact information. The designated operator-in-charge shall meet the requirements stated in Wisconsin Administrative Code (NR) 114.32, as may be amended from time to time.

(3) Only the operator-in-charge, or persons supervised by the operator-in-charge shall operate the private water system. The operator-in-charge shall coordinate all private water system operations with the De Pere Water Utility providing 2 working days' notice before operating any private hydrant or valve.

(4) No person may use or take water from a private water system, except for the purpose of extinguishing a fire; or operate valves or hydrants; or damage or impair a private water system. Such persons shall be subject to any fine or penalty pursuant to De Pere Municipal Ordinance.

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(d) Operational Requirements.

(1) Private water systems shall be operated so as to not restrict water pressure or flow at all locations within their water distribution system under normal operating conditions.

(2) Private water systems shall maintain current fire flow studies and documentation showing the fire flow capability of the system. The private water system owner shall notify the fire chief in writing of the location of all fire hydrants that are temporarily out of service or cannot maintain 500 gpm at 20 psi at ground level.

(e) Private Water System Maintenance Activities.

(1) Unless an alternate schedule is approved by the De Pere Water Utility, each private water system shall perform all the following:

A. *Valve exercising:* All distribution system valves shall be exercised, consistent with De Pere Water Utility policy, at least once every 5 years.

B. *Hydrant exercising:* All hydrants shall be exercised, consistent with De Pere Water Utility policy, at least once every 2 years.

C. *Hydrant/Valve maintenance, inspection and fire flow testing:* Hydrants and Valves shall be inspected annually and maintained in proper working condition, consistent with the manufacturer's recommendations, American Water Works Association (AWWA) and National Fire Protection Association (NFPA) standards. Private Hydrants shall be flow tested occasionally to sufficiently demonstrate current flow rates.

D. *Flushing dead-end mains:* Mains shall be flushed to remove sediment or water of poor quality, consistent with De Pere Water Utility policy, at least once every year.

E. *Leakage Detection:* Mains, valves, hydrants and services shall be inspected for leaks according to AWWA M36 water audit and loss control program, consistent with that of the De Pere Water Utility policy, at least once every 2 years. Water systems that are master metered at the right of way are exempt from annual leak detection maintenance requirement.

F. *Hydrant Sandblasting and Painting:* Hydrants shall be sandblasted, primed and painted Red to signify a private water system, caps shall be color coded to the fire flow rate per NFPA Standard 291, consistent with De Pere Water Utility policy, as needed, but not to exceed once every 8-10 years.

G. *Repair leaks*. Repair any of the following leaks in the timely manner set forth below that have been identified:

- significant surfacing leaks within 8 hours.
- Surfacing leaks within 8 hours to 1 day.

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- minor (barely visible) surfacing leaks within 1 day to 3 days.
- non-surfacing detectable leaks within 1 to 2 weeks.

H. *Additional maintenance:* Perform all additional prudent watermain and appurtenance maintenance, repairs or replacements per AWWA and NFPA as necessary to keep the facilities in good operating condition, typically within 4-6 weeks of detection.

I. *Cost for services performed by the City of De Pere shall be placed on the tax roll:* Should the City, its employees or contractors perform any work at the request of a private system, or perform any work for an immediate safety issue on a private water system, the City shall place a special charge for its time and expense on the tax roll of the property pursuant to Wis. Stats. Section 66.0627, as may be amended from time to time, or by any other manner allowed by law.

(f) Record Keeping.

Private water systems shall provide records and documentation of private water system inspections, maintenance and operations to the De Pere Water Utility for all of the following:

A. Provide documentation of a valid service contract that authorizes the performance of needed maintenance and emergency repair work should the need arise.

B. Provide and maintain detailed water system as constructed plans and a list of materials, parts and equipment that such system is constructed of.

C. Provide copies of all maintenance contracts, test records, reports and verification of payment documenting required system maintenance activities have taken place.

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

Section 3. This ordinance shall take effect on July 1, 2024, following its passage and publication according to law.

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Adopted by the Common Council of the City of De Pere, Wisconsin, this _____ day of _____, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

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CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric Zygarlicke, Water Department Supervisor
Date: January 09, 2023

RE: Requirement for Private Water System Inspection and Maintenance

To recap, this was first brought to the BOPW in April 2021. Since then, we have put together an extensive list of the private water systems that exist throughout the City of De Pere as well as a GIS map showing the locations of these private systems (see attached map). Pending BOPW approval, we would like to move with the next phase in this process, which would include notifying all these private systems of our intent to require the maintenance portion of these private utilities as described below. This notification would include sending out a letter to inform the property owner that our records show that they have been identified as a private water customer to the City of De Pere, and of our intention to update our ordinance to include a maintenance requirement for those private utilities. The notice would also include a date and time for the public informational meeting for the customer to voice any concerns they may have with the City's intentions.

As discussed in 2021, there are many privately owned and maintained water systems throughout the City. The best example of a larger private water system is that of an apartment or condo complex that may have hundreds or thousands of feet of water main, and a dozen fire hydrants and valves. Examples would be the Coral Street apartment complex, Lake Park Estates, Nicolet Landing, The Gables, and the Nicolet Town Houses. Other examples would be industrial properties, commercial properties, and businesses such as the old ShopKo distribution warehouse on Lawrence Dive, the Walmart and Menards complex, Festival Foods on Main Street, Festival Foods Office complex on Lawrence Drive, and St. Norbert College. These water systems simply consist of extensions of water main distribution piping, valves, fire hydrants and services onto private property. Water flows from De Pere's Water Utility at the utility right of way line, into the private system to be distributed to customers for drinking and firefighting purposes. These systems must perform just like a public system to ensure that water remains clean and flows unrestricted all the way to the customer's tap and allow the Fire Department to fight fire.

Currently there are no statewide requirements for private water system maintenance. Surprisingly neither the Department of Natural Resources (DNR) nor the Department of Safety and Professional Services (private plumbing code) require this very important work. However, in the most recent Water Department Sanitary Survey, the DNR made the following recommendation: "*The department encourages the City to move forward in finalizing the development of a private water main maintenance program. Such a program would allow the City to ensure all private water mains are able to provide firefighting capacity when needed and may help reduce water loss due to locating previously unidentified leaks.*"

Other than the Village of Howard, very few area municipalities have done so. Some municipalities may assume that the responsibility falls under someone else's jurisdiction. Nevertheless, private water

systems serve De Pere's customers and citizens. If private systems malfunction it compromises our customer's safety as well. Also, if private systems are leaking water, De Pere's Water Utility suffers because metering doesn't occur until the water finally reaches a building. Thus, a private water system loses water at the public's expense, and has no incentive to look for leaking water, much less fix it.

Because these water systems are private, the City of De Pere has no authority to require inspections or maintenance of this private infrastructure. In fact, City of De Pere Water Utility and Fire staff cannot legally go in to operate or inspect the hydrants or valves, or check for leaks without receiving permission, or being invited to do so. Our Water Department, along with the Engineering Department and the Fire Department would like to inspect the hydrants, and to perform the fire flow tests it relies upon to do its job.

In recent years, the City has been improving the way it operates its utilities especially as it relates to water loss and maintenance practices. The City has been doing a system wide leak detection survey every two (2) years to locate leaks in the system. A natural extension of this is to consider how private water systems maintain their critical infrastructure.

For obvious reasons, it is important that private systems provide basic annual maintenance which would offer some reasonable assurance that those water mains, hydrants, and valves will work when the need arises to fight a fire and maintain clean water. It is also important from a water loss and financial perspective as it affects the De Pere Water Utility's efficiency, and the rates paid by all consumers.

After notification and public informational meeting, staff would then draft a private water system ordinance for the BOPW to consider at a future meeting. Staff intends to invite all the customers affected by this ordinance to the BOPW in the event they want to address any concerns with the Board.

Public Information Meeting

Private Water Systems Inspection and Maintenance Program

Wednesday, March 29, 2023

5:00 PM

DE PERE

Meeting Overview

- Introductions
  - Scott Thoresen, Director of Public Works
  - Eric Zygarlicke, Water Department Supervisor

- Purpose
- Terminology
- Program Overview
- Implementation
- Questions

What Is The Purpose?

- DNR 2020 Sanitary Survey recommendation: "*The department encourages the City to move forward in finalizing the development of a private water main maintenance program. Such a program would allow the City to ensure all private water mains are able to provide firefighting capacity when needed and may help reduce water loss due to locating previously unidentified leaks.*"

Project Terminology

- Public Water System
- Private Water System
- Water Main
- Hydrants
- Valves
- Leak Detection

Project Terminology

- **Public Water System**
  - The Safe Drinking Water Act defines a public water system as a system that provides drinking water to at least 15 service connections, or regularly serves an average of at least 25 individuals daily at least 60 days out of the year.
  - Municipal community systems, like cities, towns, and villages, serve people where they live.

Project Terminology

- **Private Water System**
  - Privately owned water main with a hydrant, and not directly controlled by a public authority or a municipality.
- **Water Main**
  - Underground pipes that deliver a steady supply of fresh, clean drinking water to residents and businesses.

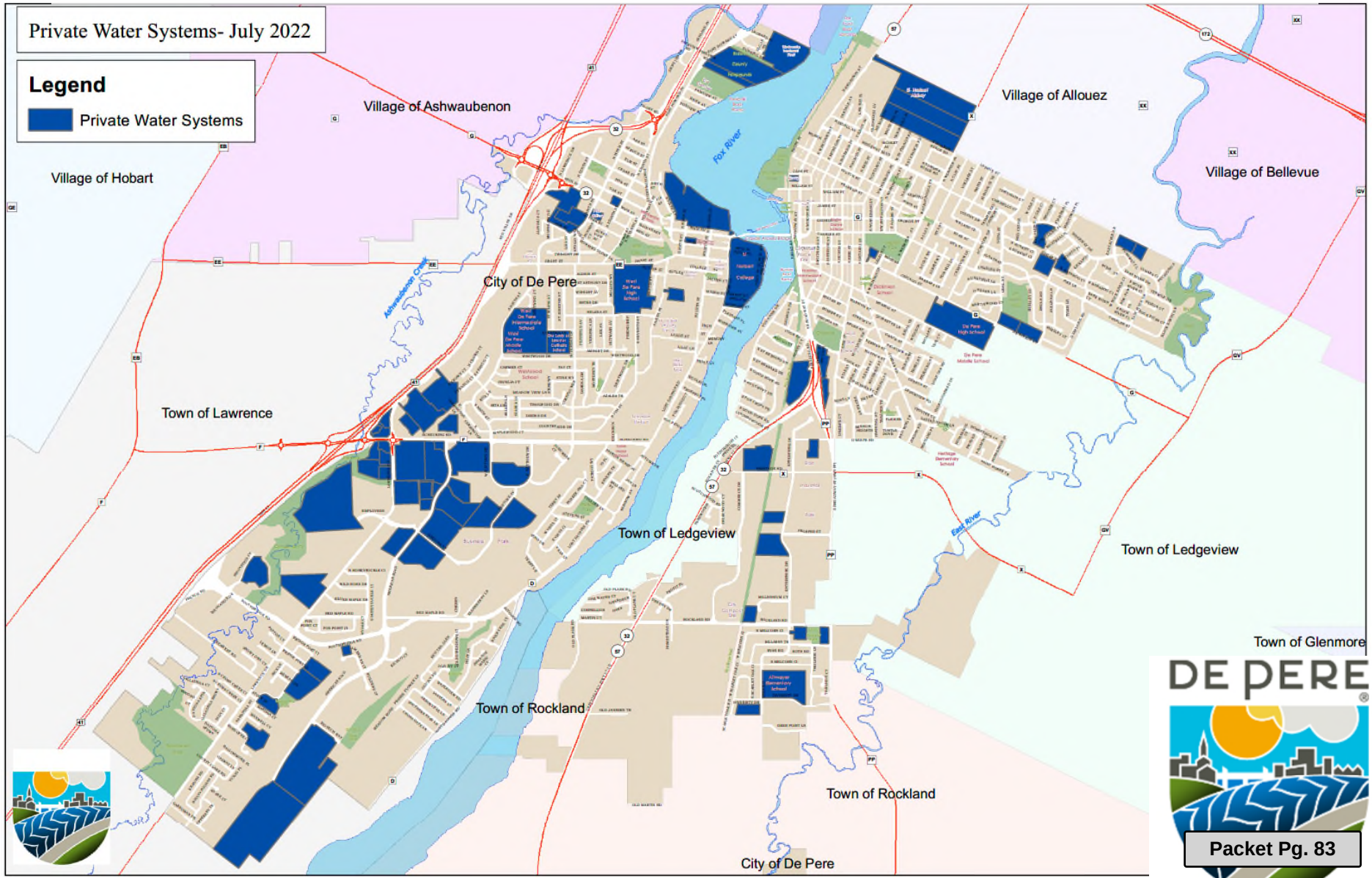
Project Terminology

- **Hydrant**
  - Above-ground pillar-type device serving as a connection point by which firefighters can tap into a water supply.
  - A component of active fire protection
  - “Private hydrant” as defined in (PSC) 185.12(15) is any hydrant whose lead is connected to a private water main, private lateral, or public main where the hydrant lead is owned by the customer.

Project Terminology

- **Valves**
  - ¼ turn, gate or butterfly valves operated by mechanical means to control water flow or pressure.
- **Leak Detection**
  - The process by which listening devices are used to find leaks or water loss underground.

Private Water Systems Locations



Private System Example

- St. Norbert College



Project Overview

- BOPW April 2021
- Identify Private Water Systems
- Develop a Map of Private Systems using GIS
- Notify the owners of the Private Systems
- PIM March 2023
- Receive Public Feedback
- BOPW Update April 2023

DE PERE

Project Overview Continued…

- BOPW Draft Ordinance June 2023
- Approved Ordinance December 2023
- Implementation of Ordinance July 2024

What would the new ordinance requirement look like?

- Enter into an agreement with the City or contractor to perform general distribution maintenance.
- Provide the City with GIS or survey data and as-builts of your system.
- Provide fire flow data
- Provide leak detection report
- Provide a Maintenance report on the operational status of all hydrants and valves

QUESTIONS?

Closing

City Contacts for Private Systems Ordinance

Eric Zygarlicke

Supervisor, Water Dept.

ezygarlicke@deperewi.gov

920-339-4063

Scott Thoresen, PE

Director, Public Works

sthoresen@deperewi.gov

920-339-4060

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric Zygarlicke, Water Department Supervisor
Date: April 10, 2023

RE: Update for Private Water System Inspection and Maintenance

The Private Water Systems Maintenance program was first discussed with the Board Of Public Works (BOPW) in April 2021 and an update was provided to the board in January 2023 (see attached memo). At that time, we discussed how the department identified the private water system properties throughout the City, the process of getting those private systems mapped to GIS, and our intent to send out a notification to all the identified private water system owners to inform them of the Public Information Meeting scheduled for March 29th.

Since the January BOPW meeting, the department conducted the Public Information Meeting (PIM) at the Municipal Services Center where we presented (see attached PowerPoint) the intent of the program to those private system representatives who attended both in person and online. The meeting was recorded and subsequently posted to the City's YouTube channel. A link to the recorded meeting was also sent in the most recent notice to the private system owners. This latest notice invited them to attend the April BOPW meeting (see attached letter).

The feedback that we have received has all been positive and those customers are eager to work with the City to be in compliance with the intent of the proposed ordinance guidelines. They also see the value of working together with the City in our efforts to combat water loss through a robust leak detection process.

Please see the below process so far, and our projected target dates in our process of implementing the new private water systems maintenance ordinance.

- BOPW April 2021
- Identify Private Water Systems (completed January 2023)
- Develop a Map of Private Systems using GIS (completed January 2023)
- Notify the owners of the Private Systems (completed March 2023)
- PIM March 28, 2023
- Receive Public Feedback (in process)
- BOPW Update April 2023
- BOPW Draft Ordinance (tentatively July 2023)
- Approved Ordinance December 2023
- Implementation of Ordinance July 2024

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**August 7, 2023**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Consideration and possible action on DOT – Municipal Agreement for Street Lights***

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:

- 4985 06 70 C DEPERE ORG SMA 06052023 - Street Light Grant (PDF)

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 Board of Public Works Action

MEETING DATE:	**August 7, 2023**
DEPARTMENT:	**Engineering**
FROM:	**Chase Kuffel**
SUBJECT:	**Consideration and possible action on approval of Revision #1 of the State/Municipal Agreement with WisDOT for a STP-Urban Project on Lawrence Drive***

ATTACHMENTS:

- 2023 0807 CE_WisDOT_Amended_SMA (PDF)
- 4985 00 61_62 C DePere Lawrence Drive REV1 07_13_2023 (PDF)

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 Board of Public Works Action

MEETING DATE:	**August 7, 2023**
DEPARTMENT:	**Engineering**
FROM:	**Chase Kuffel**
SUBJECT:	**Consideration and possible action on approval for structure of the Foundation Drain Disconnection Program***

ATTACHMENTS:

- 2023 0807 CI_Sump_Pump_Action (PDF)
- 2023 0612 CI_Sump_Pump_Program (PDF)
- 1 A2-PLG-6-CIA-PKG(10-27-22) (PDF)
- 2 A4-PION-35ACi-P(03-20-23) (PDF)
- 3 PK-ALP-AVF-12V(01-20-22) (PDF)
- 2023 0410 CI_Sump_Pump_Program_Packet (PDF)

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 structure of the Foundation Drain Disconnection Program**

Purpose Statement

This memo serves to provide the Board of Public Works an opportunity to approve previously discussed elements of the Foundation Drain Disconnection Program (FDDP). This item was previously discussed at the July 10, 2023 and April 10, 2023 Board meetings. The memos for these meetings are attached as Exhibit 2.

Updates

Phase I – Education and Outreach

Staff continues to correspond with residents about the FDDP. Since the last Board meeting staff has spoken with an additional 35 residents about the program to determine if they currently have a sump pump or not. In total 794 residents have reached out to staff in response to the letter sent out on May 5, 2023.

Phase II - Further Field Investigation

The Building Inspection Department is also confirming the presence of sump pumps as part of their inspections, where applicable, and are sharing if homes would potentially be eligible for reimbursement as part of this program.

Phase III – Foundation Drain Disconnection Program

Included with this memo as Exhibit 1, staff has put together elements of the FDDP previously discussed by the Board for its consideration and approval.

Next Steps

Phase I – Education and Outreach

Engineering Staff will continue to receive calls and answer property owners' questions regarding the FDDP. Staff will also continue updating the City's website and Facebook page with new information as it

is made available.

Phase II – Further Field Investigation

Staff will continue to field investigate and research to verify the existence of sump pumps in the properties that indicated that they currently have sump pumps.

Phase III – Foundation Drain Disconnection Program

Staff will continue to work with the Legal Department to develop ordinance updates to facilitate the FDDP. The FDDP policy will continue to be developed and staff will continue to bring forth policy updates for Board consideration and approval. Staff hopes to have ordinance updates brought to Board for consideration and approval by October, 2023.

Recommendation

Staff recommends that the Board approve the draft FDDP program based on discussions held at previous meetings. Staff will continue to develop the program and items will continue to be brought forth for future board discussion, consideration, and approval.

EXHIBIT 1

FOUNDATION DRAIN DISCONNECTION PROGRAM DRAFT POLICY

FOUNDATION DRAIN DISCONNECTION PROGRAM POLICY
UPDATED: AUGUST 7, 2023

TIMELINE

Retroactively beginning January 1, 2023 the City of De Pere is administering a Foundation Drain Disconnection Program to promote the disconnection of foundation drains in homes built prior to July 17, 1973. The goal of this program is to promote the installation of sump pumps and the disconnection of foundation drains throughout the City to decrease the amount of clear water entering the sanitary sewer system. Less clear water in the sanitary sewer system results in improved capacity in our sanitary sewer systems and a decreased amount of sewage being treated at the NEW Water sewage treatment plant. Failure to curtail this clear water from entering the sanitary sewer system may result in future increased costs because of higher treatment fees, the upsizing of sanitary sewers, or upsizing of facilities at the treatment plant.

The City's goal is to have foundation drains disconnected and/or sump pumps installed at approximately 100 properties a year until the program is completed. It is anticipated that this program will take 20 years to complete. The program will first start with those property owners who choose to voluntarily participate in this program. After the volunteer list is depleted and there is no more interest, the City will begin mandating the installation of sump pumps and the disconnection of foundation drains. To complete this mandate, the City will be segmented off into regions containing approximately 100 properties that meet the criteria of this program. The City will then mandate sump pumps be installed and foundation drains be disconnected one region at a time, on an annual basis, until the program is completed.

APPLICABILITY

This program is available to all homes built prior to July 17, 1973 that currently do not have sump pumps and/or have foundation drain systems under their homes which discharge into the sanitary sewer system. All homes built prior to July 17, 1973 that confirm an existing sump pump will be reviewed through the Building Inspection Department to see if a record of a permit or inspection is on file tying that home to a sump pump system. If no record can be found, City staff will complete physical inspections to verify the existence of sump pump systems.

FUNDING

Being a property owner led program, preliminary funding for work will be the responsibility of the property owner except for payment plans provided by contractors/plumbers. Once work is permitted and inspected by the City's Building Inspection team, the City will reimburse the property owner directly per the terms and conditions of the program.

The City will cover the following costs for the disconnection of foundation drains, installation of sump pumps, and associated appurtenances:

1. 80% of work with a maximum reimbursement of $4,000. This covers up to $5,000 in total work completed for those properties volunteering to participate in the FDDP.
2. 50% of work with a maximum reimbursement of $2,500. This covers up to $5,000 in total work completed for those properties where the City mandates that foundation drains are disconnected and a sump pump is installed.

Project funding through December 31, 2024 will be through the American Rescue Plan Act (ARPA) funding allocated by Common Council on March 7, 2023. In total, $341,873 was made available to fund this program through the end of 2024. Reimbursements will be made to all properties which follow the terms and conditions of this program, having work completed after January 1, 2023.

EXEMPTIONS

Any property not required to have a sump pump pursuant to the Uniform Dwelling Code shall be considered exempt from this program. These properties include any home constructed on slab or built with a crawl space. Older homes with field stone basements, or those homes who can prove that they do not have foundation drains may request an exemption as part of this program for the City's consideration and approval. Any property deemed exempt from the FDDP may have their exempt status removed should the City find that ground water is being discharged into the City sanitary sewer system at their lateral through the annual sewer televising program. These homes will be ordered to take corrective action pursuant to Municipal Code 26-5 Storm Drainage.

INSPECTION

Permitting and inspection will be completed through the City's Building Inspection Department. Contractors will be required to obtain a plumbing permit for the improvements related to disconnecting foundation drains and installing sump pumps. Work will need to be approved either through an in-person inspection by Building Inspection staff or through the review of a post-construction televising of the property owner's sanitary sewer lateral with a signed affidavit from a licensed/master plumber that the work is following the City's Municipal Code.

CORRECTION/PENALTY

Any person who is the owner of any building that has been identified to not have an exemption to this program or an existing sump pump shall be subject to a penalty.

EXHIBIT 2

PAST BOARD OF PUBLIC WORKS MEMOS ON THE FOUNDATION DRAIN DISCONNECTION PROGRAM

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: July 10, 2023

RE: **Discussion on Foundation Drain Disconnection Program**

Purpose Statement

This memo serves to update the Board on the Foundation Drain Disconnection Program (FDDP) survey mailed out to residents on May 5, 2023. This item was last discussed at the Board of Public Works on April 10, 2023 after the City of De Pere Common Council approved $341,873 of American Rescue Plan Act (ARPA) to fund the FDDP. As part of this discussion, staff will review correspondence with outside contractors and outline the next steps moving forward for the Board's consideration and comment. It is staff's intention to have this item return to the Board of Public Works in the future to further establish the FDDP program.

Updates

Phase I – Education and Outreach

Foundation Drain Disconnection Program Survey Results

As of the end of work on Wednesday, July 5th the Department of Public Works has corresponded with 759 of the approximately 2,400 property owners regarding the FDDP. The breakdown of the property owner response is as follows:

DO YOU CURRENTLY HAVE A SUMP PUMP?

YES	NO
582 Properties	177 Properties
76.7%	23.3%

OF THE 177 PROPERTIES WITHOUT SUMP PUMPS, WHAT IS THE CURRENT PROPERTY LAYOUT?

BASEMENT	CRAWL SPACE	ON SLAB	RAZED	SEPTIC SYS.[1]
146	9	16	3	3
82.5%	5.1%	9.0%	1.7%	1.7%

Note 1 – Homes on Homestead Drive south of Rockland Road are not currently serviced by City sewers and have been removed from this program.

OF THE 146 PROPERTIES WITH BASEMENTS, ARE YOU INTERESTED IN THIS PROGRAM?

INTERESTED	NO INDICATION	NOT INTERESTED
25	109	12
17.1%	74.7%	8.2%

In discussions with property owners, the City received a wide variety of responses. Those properties who indicated interest in the program were those experiencing groundwater issues in their basements already. Some property owners indicated that they would be interested depending on how the City's cost share ended up.

Discussions with Local Plumbing Suppliers & Contractors

Staff has been in contact with three companies:

1. JMI Pump Systems – a sump pump and equipment supplier to local plumbers and plumbing contractors.
2. ABT Foundation Solutions – a home foundation repair and basement waterproofing company based in the Fox Valley.
3. Gary J. Basten Construction & Waterproofing – a general contractor with basement waterproofing experience.

Each company was made aware of the De Pere Foundation Drain Disconnection Program after seeing the article on Fox 11's website and have similar experience with sump pump installation programs throughout the state. A link to Fox 11's article is shown below:

https://fox11online.com/news/local/sump-pumps-will-eventually-be-required-for-all-homes-in-de-pere-new-water-foundation-drain-disconnection-program-eric-rakers-mike-walsh-clear-water#

Staff plans to include fliers from both ABT and JMI in future public correspondence regarding the FDDP. As a supplier, JMI will include a list of licensed contractors or plumbers they work with who specialize in sump pump installation work. Fliers from both companies are included as exhibits 1 and 2.

ABT estimates that work will cost approximately $3,000 per property to disconnect foundation drains, install sump pump pits and sump pump systems. This would be further reduced if homeowners take the opportunity to complete other plumbing improvements or refer their neighbors to ABT to complete their sump pump work. ABT currently has the capacity to complete 100 sump pump installations per year. This capacity would be increased with additional companies' inclusion in the program.

Gary J. Basten Construction and Waterproofing estimates work will be closer to $2,000 per household having completed similar projects in the area.

Next Steps

Phase I – Education and Outreach

Engineering Staff will continue to receive calls and answer homeowners' questions regarding the FDDP. Staff will also continue updating the City's website and Facebook page with new information as it is made available.

Phase II – Further Field Investigation

City Led Field Inspection

The City's Building Inspection Department has indicated that they do have the capacity to inspect sump pump installations should this program result in a spike of plumbing permits. At the April meeting, we discussed requesting proposals and hiring a plumber to complete inspections. This will save staff months of time and money as the Department of Public Works would no longer need to solicit proposals to retain a licensed plumber to administer the FDDP program via the ARPA funds. When the sump pump installation program starts, final inspection can be completed in person by our Building Inspection staff or via post construction televising with an affidavit from a licensed/master plumber.

Additional Research

Staff will need to verify the existence of sump pumps in the 582 properties that have indicated that they currently have sump pump systems. This can be done through reviewing the hard copy permit files held by the Building Inspection Department or by visual inspection.

Phase III – Foundation Drain Disconnection Program

Ordinance Updates

An update to the City's Municipal Code is required. The update to the ordinance will reflect the sump pump requirement for homes built before the installation requirement was set on July 17, 1973. Additionally, the ordinance should have language for those homes built without basements either on

slab or with crawl spaces. These homes are not required to have sump pump systems pursuant to the Uniform Dwelling Code. Like sump pump nuisance complaints, an exception clause would need to be included with the ordinance to allow for very old homes that were built in the 1800s or those homes that currently have no foundation drains to be excluded from this program until a groundwater inflow and infiltration issue is identified.

The City's Cost Share

The financial assistance the City will be providing for the FDDP will need to be determined. Additional ARPA funding is available for cost share now that the City does not need to retain a plumber to complete the work. To make sure this APRA money is expensed, the City could establish a cost share where those properties who voluntarily participate in this program see a higher City cost share. After the volunteer list is exhausted, the cost share percentage would then drop. Table 1 shows an example of what a sample cost share would be based off ABT's construction estimate.

Table 1 - Cost Share Example

	Volunteer Property	Mandated Property
Cost Share %	83.3% (5/6)	50% (1/2)
City Cost	$2,500	$1,500
Homeowner Cost	$500	$1,500
Total Cost	$3,000	$3,000

At a City cost of $2,500 per property, the City will need to have 137 volunteers install sump pumps by the end of 2024. This will result in the City cost sharing $342,500. Any volunteers remaining on the FDDP list would still receive the volunteer rates after the ARPA money would be exhausted. Staff proposes instilling an upper limit to the cost share should the work exceed a current amount. Table 2 shows a similar cost share example should the upper limit be set at $5,000 in work completed within the terms and conditions of this program.

Table 2 – Upper Limit Cost Share Example

	Volunteer Property	Mandated Property
Cost Share %	83.3% (5/6)	50% (1/2)
City Cost	$4,167	$2,500
Homeowner Cost	$833	$2,500
Total Cost	$5,000	$5,000

Future Program Mandate

The City will need to create a schedule for ordering sump pumps once the volunteer list is exhausted. This could be done by breaking down the City into portions, segmenting the City into areas similar to the

sidewalk program. Instead of breaking the City into eighths, the sump pump program would need to be segmented into approximately 20 areas based on ABT's 100 properties per year capacity. This would result in the program taking 20 years to complete with a completion date of 2043.

Financing

Staff will also need to determine if the City will provide financing for the FDDP. Based on discussion at the last meeting and staff's research, staff is proposing this be a private, owner led program. Property owners will be responsible for hiring a private contractor or plumber to complete the work and the City will then inspect and reimburse. The financing for the FDDP could be structured like the sidewalk program. For the sidewalk program, property owners are eligible for a five-year payback period should their work exceed $1,000. Staff will need to consider the maximum amount of financing the City will provide and if there are any legal obstacles. This will require the City Attorney's input prior to implementation.

EXHIBIT 1

ABT FOUNDATION SOLUTIONS PROMOTIONAL MATERIALS

ABT DRY RIGHT SUMP SYSTEM

GOOD PROTECTION

- **1/3HP Pro-Series Sump Pump**
  - 3000 Gallons Per Hour
  - Dual Float Adjustable Float
  - Alert Box with Indicator Lights
  - Water Cooled
  - Automatic Weekly Run Tests
  - 10-Foot Electrical Cord
  - 5-Year Manufacturer Warranty
  - Upgrade Options: 1/2HP or 1HP
- **ABT Dry Right Sump Crock with Cover**
  - 30 Gallon Bell Shaped Crock
  - Fewer Run Times
  - Extends life of pump
  - Room for multiple pumps
  - Weep holes throughout top of crock
  - Clear sealed cover
  - Reduces noise
  - Bolt attached



BETTER PROTECTION

- **1/3HP Pro-Series Sump Pump**
  - 3000 Gallons Per Hour
  - Dual Float Adjustable Float
  - Alert Box with Indicator Lights
  - Water Cooled
  - Automatic Weekly Run Tests
  - 10-Foot Electrical Cord
  - 5-Year Manufacturer Warranty
  - Upgrade Options: 1/2HP or 1HP
- **ABT Dry Right Sump Crock with Cover**
  - 30 Gallon Bell Shaped Crock
  - Fewer Run Times
  - Extends life of pump
  - Room for multiple pumps
  - Weep holes throughout top of crock
  - Clear sealed cover
  - Reduces noise
  - Bolt attached
- **WiFi Module Attachment**
  - Send emails or text notifications
  - Sends status alerts
  - No yearly service fee
  - Program up to 3 phone numbers
  - Apple and Android Apps available



BEST PROTECTION

- **1/3HP Pro-Series Sump Pump**
- **ABT Dry Right Sump Crockwith Cover**
- **WiFi Module Attachment**
- **Battery Backk Up Unit**
  - 2400 Gallons per hour
  - Maintenance-free battery
  - Works as a secondary pump with AC power
  - 9 hours continues run time on full battery
  - Visual display of battery life percentage
  - Dual float, dual switches with communication box



ABT FOUNDATION SOLUTIONS INC

DE PERE SUMP PUMP REFERAL PROGRAM

ABT FOUNDATION SOLUTIONS INC

GREAT DEAL

HOW IT WORKS

Refer a friend, neighbor, family member, or co-worker that also needs a new sump system in De Pere. When they receive their estimate from an ABT project manager, we will send you a $25 referral voucher. If they decide to move forward with the project, we will send you another $50 check after the project has been completed and the information sheet filled out below.

Must be present at time of sale



Your Name _____

Phone # _____

Referred ABT to _____

Phone # _____

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EXHIBIT 2

JMI PROMOTIONAL MATERIALS

JMI PUMP SYSTEMS
Your Partners in Pumping Since 1958

W194 N11695 McCormic
Germantown, WI 53022
262-253-1353 • 800-234-5490
www.jmipumps.com • sales@jmipumps.com

PACKAGED SYSTEM PRE-ASSEMBLED CLEARWATER PUMP SYSTEM

Model PLG-6-CIA-PKG



FEATURES

PUMP

- Little Giant Pump; Model PLG-6-CIA
- 1/3 HP cast iron motor
- Thermal overload protection
- Automatic pressure switch

BASIN AND COVER

- 18" x 22" structural foam basin
- Pre-drilled drain inlet inlet holes (optional)
- Structural foam gas tight cover with bolt down discharge & vent flanges

CHECK VALVE

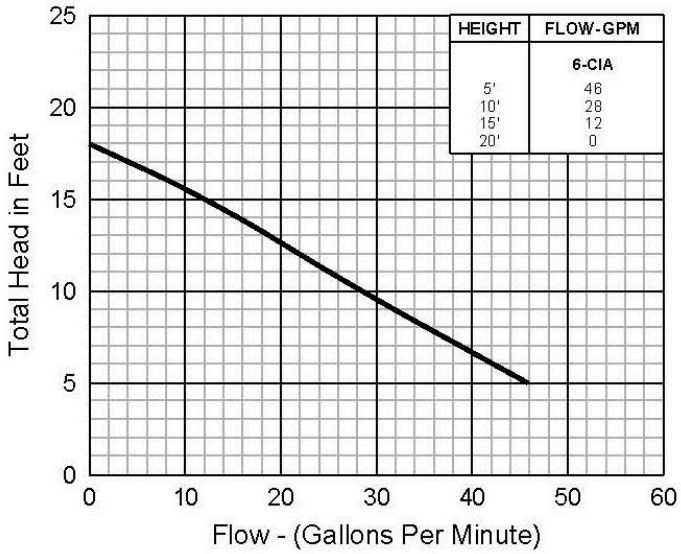
- Swing type with PVC body & rubber couplers

DISCHARGE PIPE

- Sch40 PVC discharge pipe with pre-drilled air bleed hole

APPLICATION & INSTALLATION

- Recommended for removal of foundation drainage
- Completely assembled (as pictured) for ease of installation
- Optional high water alarm available
- 28 GPM @ 10´ TDH
- 3-year limited warranty



Take Control
ION Technologies
A division of Metropolitan Industries, Inc.



Package is available with the cellular/WiFi capable Ion+ Connect controller (above) in place of the standard Ion+ controller



35ACi+

55 GPM @ 10' TDH

3 YEAR WARRANTY

Battery Backup System

- Fully automatic auxiliary power source
- Backup system runs on AC or DC power
- Runs the same 1/3 HP pump with power on or off
- Ion+® digital level control sensor with integrated alarms

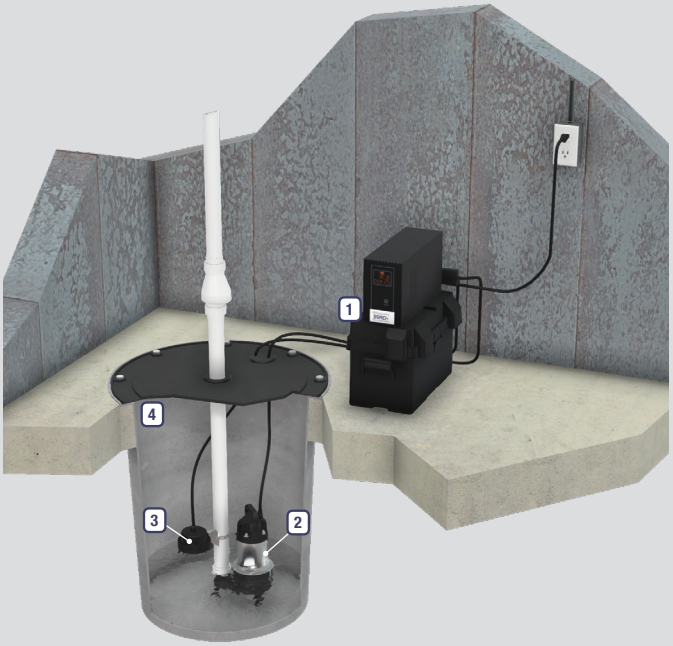
Metropolitan Industries, Inc.
37 Forestwood Dr., Romeoville, IL 60446
www.ionproducts.net [815] 886-9200

Patents Pending,
Patent No. 9,033,6

35ACi+

Battery Backup System

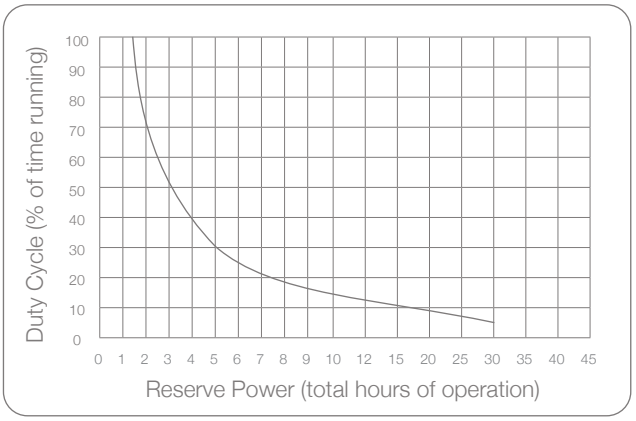
Typical Installation Diagram



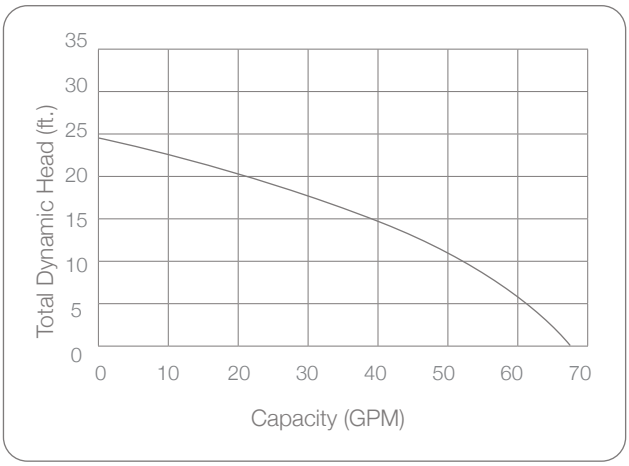
1. Battery box with inverter
2. 1/3 HP BA33 sump pump
3. Ion+ digital level control/alarm sensor
4. Recommended minimum basin size: 18" x 24" (not included)

35ACi+ with **Ion+** - Part Number: **MET20375**
35ACi+ with **Ion+ Connect Cellular** - Part Number: **MET20497**
35ACi+ with **Ion+ Connect WiFi** - Part Number: **MET20500**

System Performance



Pump Performance



System Specifications

- 1/3 HP pump with PSC, energy efficient motor: 4.5 amps
- Up to 68 GPM
- Fully automatic, converts 12 volt DC to 120 volt AC when utility power is lost
- Runs 1/3 HP pump on AC or DC power
- Inverter has digital display, tells status of system at all times
- Requires one 12 volt deep cycle AGM battery (battery is NOT included)
- Non-corrosive battery enclosure
- Includes piggyback Ion+ digital level control/alarm sensor with no moving parts
  - Built-in alarm and monitoring system with Power, System and High Water LEDs and audible alarm
  - Dry contacts to connect to a monitoring device via an RJ11 connection
- Quick and easy installation
- 3 year warranty

JMI PUMP SYSTEMS
Your Partners in Pumping Since 1958

W194 N11695 McCormic
Germantown, WI 53022
262-253-1353 • 800-234-5490
www.jmipumps.com • sales@jmipumps.com

SUBMERSIBLE AC PRIMARY & 12 VOLT DC BATTERY BACK-UP PACKAGED SYSTEM

Model PK-ALP-AVF-12V



FEATURES

- PVL-EC-AVF; 1/3 HP, AC primary pump
  50 GPM / 3,000GPH @ 10' TDH
- PZM-ALPHA-1; 12V, DC, battery back-up pump
  40 GPM / 2,400 GPH @ 10' TDH
- EC-AVF, AC primary pump uses a compact, vertical style switch with piggyback plug
- ALPHA-1, 12V pump uses compact, long lasting, solid state dual sensors
- Advanced Controller/Charger
  - Easy to read LED display
  - Automatically tests the 12V pump weekly to insure reliable operation
  - Alarm will sound when AC power is lost, when the 12V pump is activated, and when the battery is under voltage
  - Auxiliary contacts for hooking up to home security notification
- Small, 14" footprint, compact dual pump assembly
- Includes AZP-BATTERY-SL maintenance free battery
- Three-year limited warranty

PRE-ASSEMBLED TO INCLUDE:

- EC-AVF, AC Primary Pump
- ALPHA-1, 12V DC Back-up Pump and Controller
- Deep Cycle Battery (120 AH)
- Battery Box
- (2) Check Valves
- 1-1/2" PVC Discharge Piping and Fittings

EMERGENCY BACK-UP PROTECTION

POWER OUTAGES

- Storms
- Electrical problems

EXCESSIVE WATER INFLOW

- Heavy rain
- Overloaded system

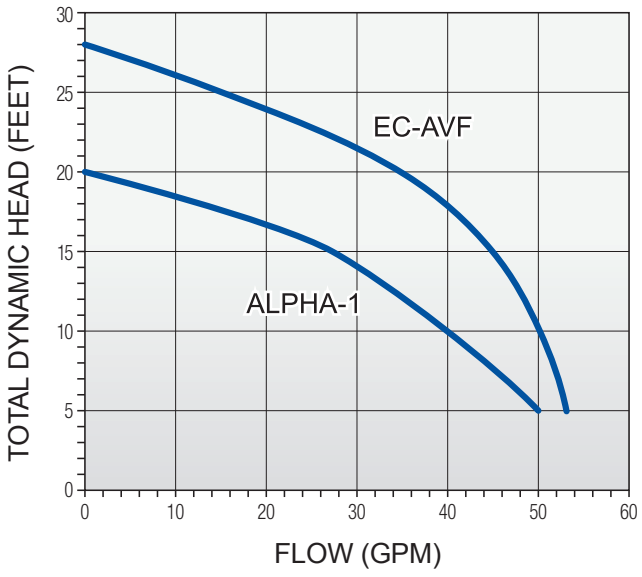
PRIMARY PUMP FAILURE

- Mechanical malfunction
- Basin obstructions

NOTE:

- Performance based on 120 amp hour battery
- As battery discharges, pump capacity decreases
- Please refer to the owner's manual

PERFORMANCE CURVE



CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: April 10, 2023

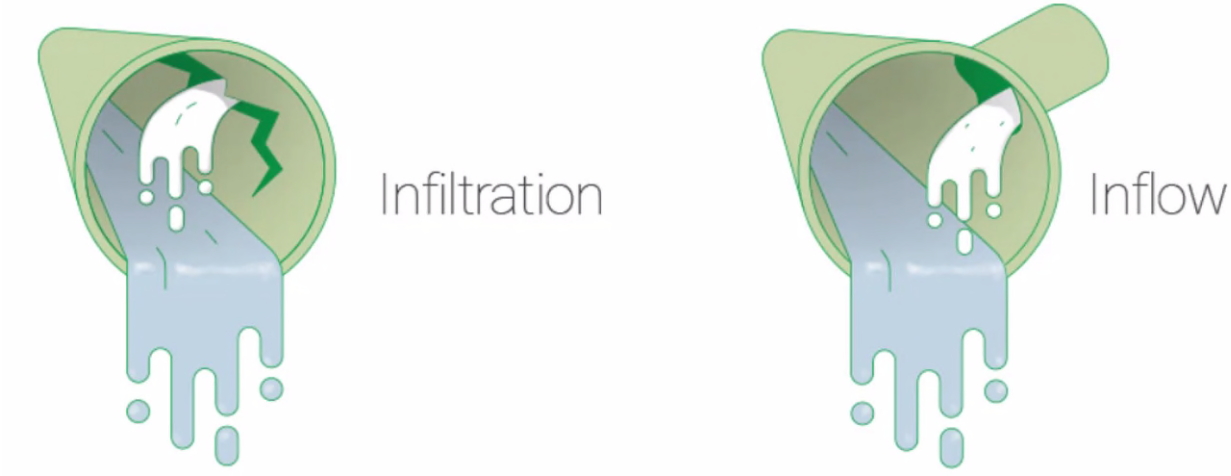
RE: **Consideration and possible action on sump pump installation program**

Purpose Statement

On March 7, 2023 the City of De Pere Common Council approved $341,873 of American Rescue Plan Act (ARPA) funding for use in 2023 and 2024 to assist in the installation of sump pumps throughout the City. This memo outlines the start of the Department of Public Works proposed Foundation Drain Disconnection Program for sump pump installation and steps moving forward. The intent of this memo is to start an education and outreach program and receive input from the Board regarding its preferences for foundation drain disconnection and sump pump installation program.

Inflow and Infiltration Background

Inflow is water that enters the sanitary sewer system only during or immediately after rainfall from direct connections. Points of entry may include connections with roof and area drains, storm drain connections, and holes in manhole covers. Infiltration is the water that enters the sanitary sewer system from the surrounding soil. Common points of entry include broken pipes and defective joints in pipes or manhole walls. A cross between infiltration and inflow is the connection of foundation drains to sanitary laterals. The highest inflow occurs because of storm events or snow melt that contribute to excessive sanitary sewer flows. The highest infiltration flows are observed following storm events as water seeps into the system through its defects.



The City of De Pere operates and maintains a sanitary sewer system which includes over 100 miles of gravity sewers and two lift stations, serving development on both sides of the Fox River. The wastewater from the City's collection system discharges into the Green Bay Metropolitan Sewerage District (GBMSD) wastewater treatment facility located in West De Pere. The City of De Pere pays GBMSD for wastewater treatment based on five different parameters, one of which is the volume of flow. The City pays GBMSD to treat inflow and infiltration (I&I) from clear water into the sanitary sewer system.

In addition to wastewater treatment, GBMSD operates interceptor sewers throughout the City that collect wastewater from De Pere and other municipalities and transports the sewage to the wastewater treatment plant. As interceptors are replaced, GBMSD pays for the interceptor repair for a pipe the same size. Municipalities contributing flow are required to pay for pipe size increases related to growth and I&I. Based on studies GBMSD has conducted, they are finding that interceptors are undersized due to the amount of I&I. GBMSD's Charles Street Interceptor was upgraded in 2018. The City paid for pipe size increases in the Charles Street Interceptor due to I&I.

The original collection system was constructed over 100 years ago and was designed to collect both wastewater and storm runoff (called a combined sewer). While major efforts have been made to eliminate connections that allow for the entry of storm water into the collection system, the City still experiences significant increases in flow following major rainfall. Since 2007, the City has been lining or relaying approximately 10,000 linear feet of sewer a year, relaying laterals to the property line, repairing manholes and sealing leaks in pipes. Even with those upgrades, flow monitors installed by GBMSD have recorded peak factors as high as 20 (flows 20 times greater than average flows) following rainfall events. Staff believes a significant portion of the I&I is coming from private laterals and foundation drains.

In 2019, the City hired Ruekert and Mielke, Inc. to complete field monitoring and provide an Inflow and Infiltration Mitigation Report to outline the City's future steps towards reducing inflow and infiltration into our sanitary sewer collection system. The identification and reduction of inflow and infiltration is important as it:

- Reduces treatment costs,
- Eliminates sanitary sewer system overflows,
- Corrects structural defects and extends the service life of the sanitary sewer system,
- Analyzes the sewer capacity for existing and future service, and
- Increases the hydraulic capacity of sanitary sewers.

Figure 1 on the next page shows common inflow and infiltration sources.

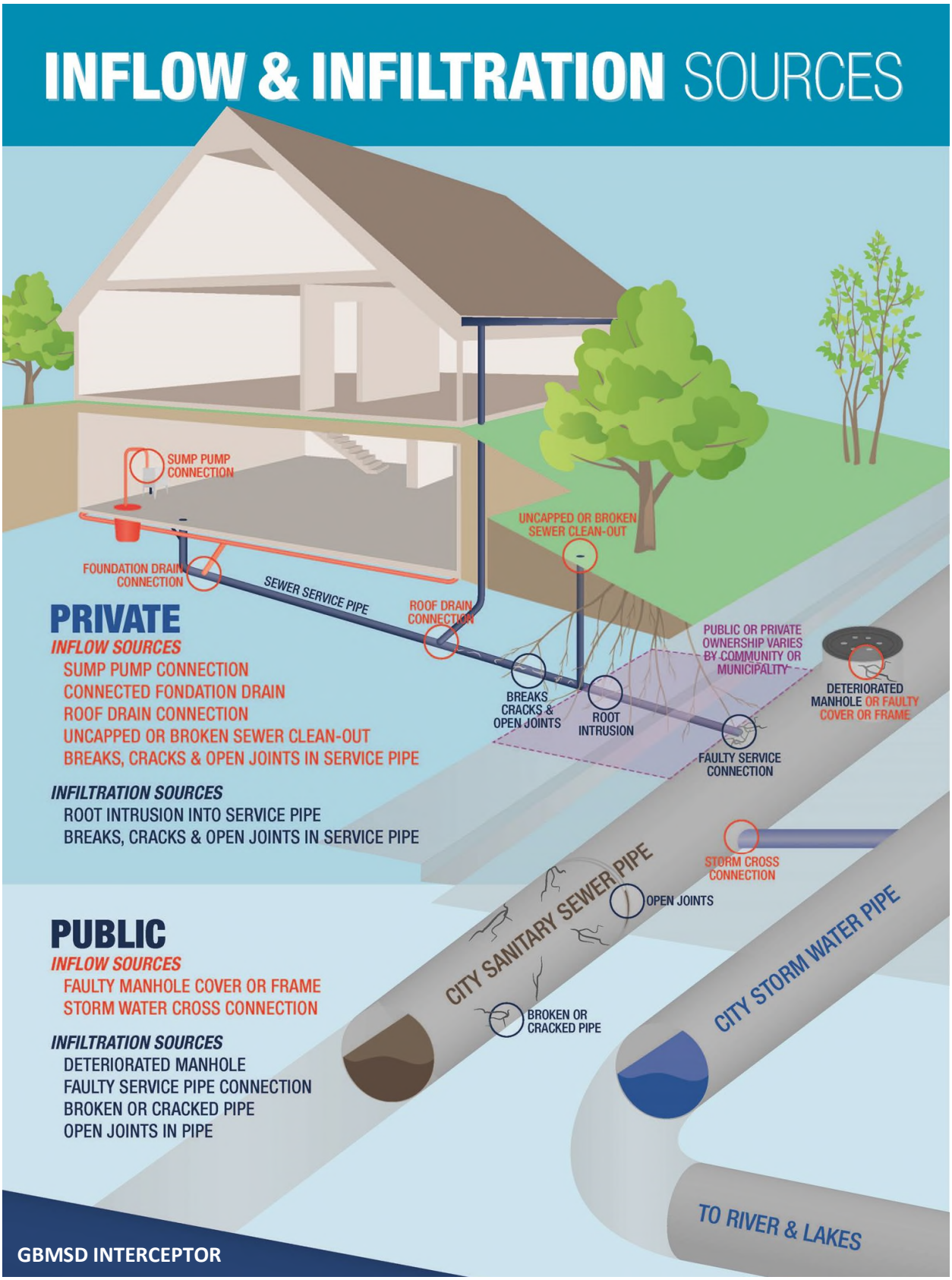


Figure 1 - Common Inflow and Infiltration Sources

Concurrent to this program, staff has continued to implement a smoke testing program, identify and eliminate leaking manhole lids, line defective sanitary sewer lines, and seal identified sources of inflow and infiltration as they arise. As part of the box culvert study completed in 2022, a large source of inflow was eliminated inside the box culvert running from the West De Pere High School to the Fox River as part of the box culvert inspection project.

Sump Pump Installation Background

Sump pump installations for new residential, commercial and industrial buildings were first required after July 17, 1973 pursuant to City of De Pere Municipal Code 26-6 on Sump Pump Installation.

> *26-6 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.*

To determine what properties may not have sump pumps, City staff reviewed the 1978 Brown County aerial imagery to see what parts of the City were developed. The original map contained approximately 3,000 parcels that may not have sump pumps installed having been built before the sump pump installation ordinance went into effect. These parcels were further paired down by reviewing inspection records and by visual field inspections from the right-of-way to verify if a sump pump discharge could be observed leaving the structure. The remaining 2,300 properties are what will be targeted for the proposed Foundation Drain Disconnection Program (FDDP). Exhibit 1 shows the parcels to be included in the FDDP.

Foundation Drain Disconnection Program Discussion

Through the American Rescue Plan Act (ARPA), the De Pere Common Council has set $341,873 aside for the installation of sump pumps and the creation of the Foundation Drain Disconnection Program. The Foundation Drain Disconnection Program would be completed in the following phases:

Phase 1 – Education and Outreach

The Department of Public Works plans to send out a letter to all targeted properties within the Foundation Drain Disconnection area. The purpose of this letter would be to educate residents of the detriments of inflow and infiltration as it pertains to the sanitary sewer system, sewage treatment costs, and sewer capacity. The letter would give information about the upcoming FDDP and future mandate requiring that all properties install sump pump systems. An example letter is attached as Exhibit 2 – Education & Outreach Letter.

Staff will also start an educational campaign for the entire city with our website and Facebook. Information will educate all residents about I&I and steps they can take to reduce I&I such as the proper discharge of sump pumps. This will also serve to notify residents of future I&I reduction steps such as sanitary lateral maintenance and upcoming smoke testing programs. Figure 2 below is a sample of information that will be included:

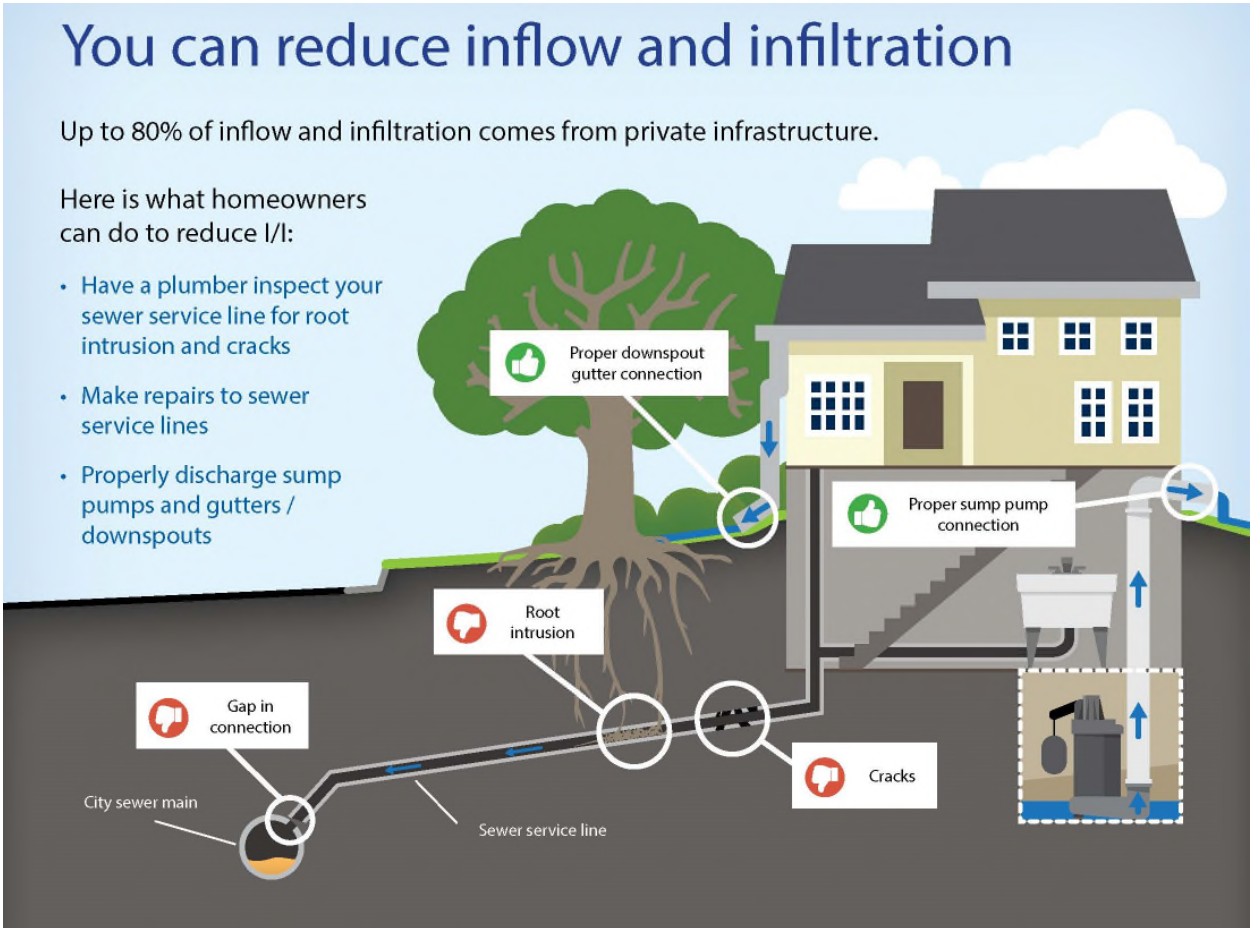


Figure 2 - Benefits of Proper Sump Pump Installation and Lateral Maintenance

Phase 2 – Further Field Investigation

The Department of Public Works will send out a request for proposals to retain a plumbing inspector on an annual basis to assist with the FDDP. The Department of Public Works staff does not have the experience to inspect plumbing work for the FDDP. The plumbing inspector will first inspect properties that self-identify as having sump pump systems in Phase 1 – Education and Outreach and ensure the inspected sump pump systems are in compliance with the City of De Pere Municipal Codes. It is anticipated that the inspector will complete field and in-home inspections of these properties. Additionally, the City may require that drains are televised to ensure that the sump pump systems do not cross connect with the sanitary sewer laterals. The plumbing inspector will be further utilized as the City's primary inspector for Phase 3 – Foundation Drain Disconnection Program.

Phase 3 – Foundation Drain Disconnection Program (FDDP)

In coordination with the retained plumbing inspector, the City will determine how many properties would be feasible to target for sump pump installation on an annual basis. Future items will be brought to the Board of Public Works to further flesh out the FDDP program. Exhibits 3 through 5 list the pros and cons of the following parameters in which staff is looking for input and discussion:

- Mandatory vs. Voluntary Participation
- City Ran Project vs. Resident Led Construction
- City Funding

Included in these comparisons are example communities that also run programs similar to the proposed FDDP. These communities' programs are attached as exhibits:

- The City of Superior Flood Control Program
- The Village of Whitefish Bay Foundation Drain Disconnection Pilot Program
- The Milwaukee Metropolitan Sewerage District Pipe Check Program

Municipal Code Updates

While the previously outlined phases are taking place, the City will need to update the Municipal Code to require that foundation drains are to be disconnected from the sanitary sewer system. The ordinance update will also need to account for the installation of sump pumps to collect foundation water and discharge it into the storm sewer for each property throughout the program area. The following items should also be considered when drafting the municipal code update:

1. If the program remains voluntary in perpetuity, or if a hard-set date is selected to mandate that foundation drains are disconnected.
2. If properties are to be reviewed for sump pumps as part of the upcoming water service inspection program.
3. If the disconnection of foundation drains and the installation of a sump pump system be a requirement building permits moving forward.
4. Should the program target an area that rotates on a yearly basis – like the sidewalk program.

The Foundation Drain Disconnection Program will need to be aggressive given the number of properties targeted. For example, to complete all the sump pump installations in 20 years, staff anticipates needing to have work completed at 115 properties per year.

Recommendation

Staff's recommendation is to start phase one of the FDDP and send letters to the properties within the program area. Staff plans to return to the Board of Public Works with a draft Foundation Drain Disconnection Program with funding alternatives identified.

Attachments

Exhibit 1 – Properties Requiring Sump Pump Installation Map
Exhibit 2 – Education and Outreach Letter
Exhibit 3 – Foundation Drain Disconnection Program Participation Considerations
Exhibit 4 – Foundation Drian Disconnection Program Methodology Considerations
Exhibit 5 – Foundation Drian Disconnection Program Funding Considerations
Exhibit 6 – City of Superior Flood Control Program
Exhibit 7 – Village of Whitefish Bay FDDP
Exhibit 8 – Milwaukee Metropolitan Sewerage District Pipe Check Program

EXHIBIT 1

PROPERTIES REQUIRING SUMP PUMP INSTALLATION MAP

LEGEND

1973 & Older Construction

N
W E
S

1 inch = 1,200 feet

DE PERE SM

SUMP PUMP ORDINANCE MAP

CITY OF DE PERE
BROWN COUNTY, WISCONSIN

Disclaimer: The property lines, right-of-way lines, and other property information on this drawing are developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. The City of De Pere does not guarantee this information to be correct, current or complete. The property and right-of-way information are only intended for use as a general referance and are not intended or suitable for site-specific use. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.

EXHIBIT 2

EDUCATION AND OUTREACH LETTER

CITY OF DE PERE

Engineering Division

925 S. Sixth Street, De Pere, WI | 920-339-4061 | www.deperewi.gov/engineering

DATE

Property Owner
Owner Street
City, State Zip Code

Re: Foundation Drain Disconnection Program
LOCATION, (PARCEL ID#)

Dear Property Owner,

Starting in the Fall of 2023, the City of De Pere will be implementing a Foundation Drain Disconnection Program to promote the installation of sump pumps. This program will provide financial incentives to homeowners looking to install sump pumps in their basement and disconnect their foundation drains from the City's sanitary sewer system. All homes built after July 17, 1973 were required to install a sump pump as part of the building permit. Your property is being targeted because our records indicate the structure was built prior to or around 1973 and the City has no permit on record for an installed sump pump system nor has a sump pump system been observed from the street.

The purpose behind this program is to reduce sewage treatment costs and provide additional capacity to the sewers throughout the City. Foundation drains collect clear groundwater that does not need treatment. This clear groundwater is then transported to the City's sanitary sewer and ultimately the sewerage treatment plant. Being clear, this groundwater does not need to be collected by the sanitary sewer because it decreases sewer capacity and increases the treatment costs. Currently, there are approximately 2,000 homes being targeted through this Foundation Drain Disconnection Program.

Moving forward, the City is looking to mandate that sump pumps are to be installed at all properties throughout the City. This will be in effort to prevent clear groundwater from being collected in foundation drains and discharged into our sanitary sewer system. Sump pumps

would instead collect this clear water and discharge it either to your property or through a storm sewer lateral to the road and storm sewer system where it will be treated at regional treatment ponds and transported to the local rivers.

To learn more about your properties sump pump system, it would be appreciated if you would contact City staff to review the following information:

1. Do you currently have a sump pump system?
   If yes, the City will need to have an inspector stop by your property to inspect the sump pump system and remove you from the program.
2. Would you like a City representative to contact you to answer additional questions regarding sump pumps or the Foundation Drain Disconnection Program? The City is looking to start a pilot program where the City may fund a portion of the disconnection of foundation drains and installation of sump pumps.

Chase K Kuffel, PE
Assistant City Engineer
925 S. Sixth Street
De Pere, WI 54115
Office: 920-339-4072 extension 2239
ckuffel@deperewi.gov

We appreciate you taking the time to learn about the upcoming Foundation Drain Disconnection Program and providing us any information about your property's current drainage situation.

Respectfully yours,
DEPARTMENT OF PUBLIC WORKS

Chase K Kuffel, PE
Assistant City Engineer
cc. Eric Rakers, City Engineer
Scott Thoresen, Director of Public Works

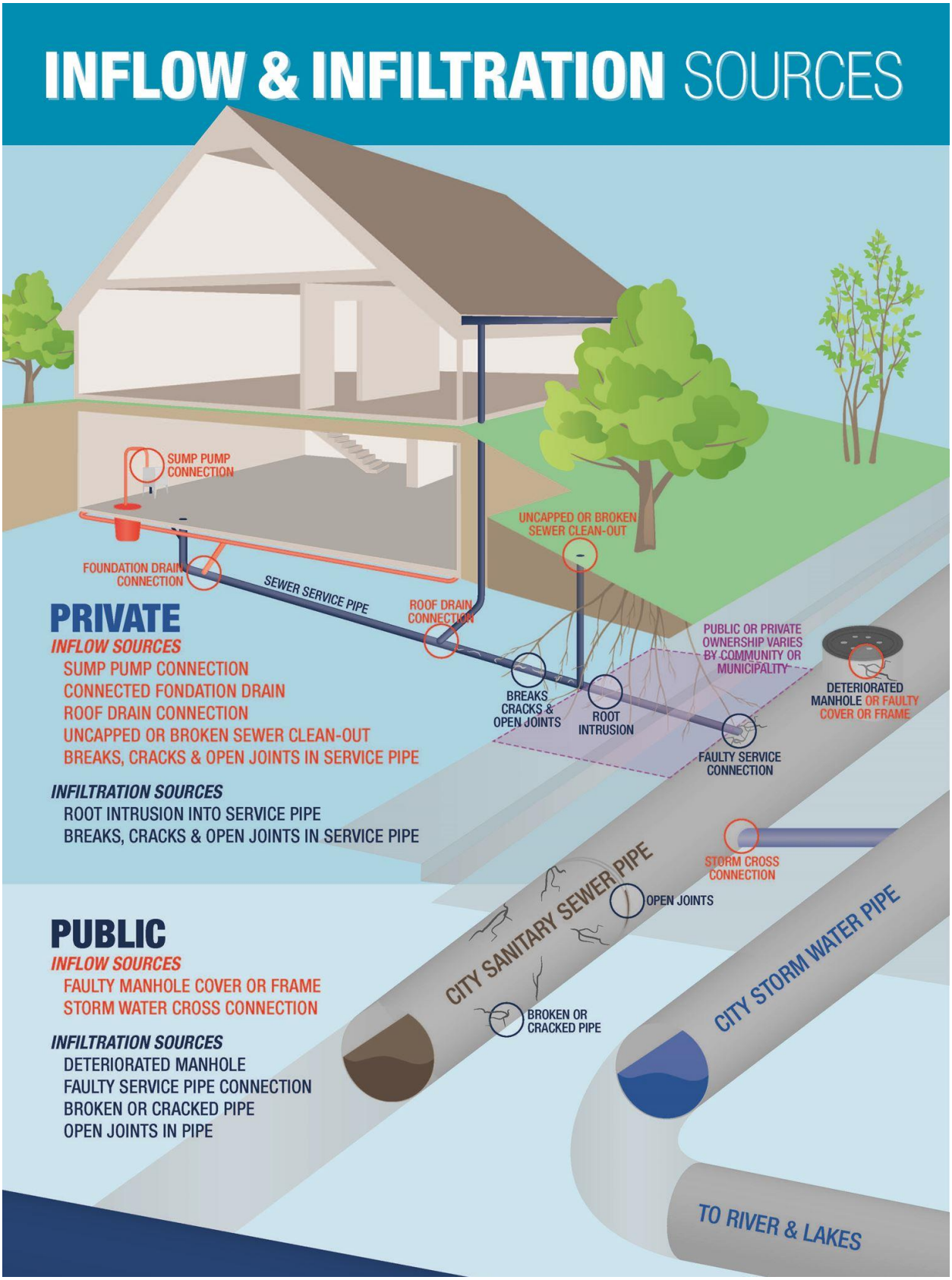

INFLOW & INFILTRATION SOURCES
SUMP PUMP CONNECTION
FOUNDATION DRAIN CONNECTION
SEWER SERVICE PIPE
ROOF DRAIN CONNECTION
UNCAPPED OR BROKEN SEWER CLEAN-OUT
PRIVATE
INFLOW SOURCES
SUMP PUMP CONNECTION
CONNECTED FONDATION DRAIN
ROOF DRAIN CONNECTION
UNCAPPED OR BROKEN SEWER CLEAN-OUT
BREAKS, CRACKS & OPEN JOINTS IN SERVICE PIPE
INFILTRATION SOURCES
ROOT INTRUSION INTO SERVICE PIPE
BREAKS, CRACKS & OPEN JOINTS IN SERVICE PIPE
BREAKS CRACKS & OPEN JOINTS
ROOT INTRUSION
PUBLIC OR PRIVATE OWNERSHIP VARIES BY COMMUNITY OR MUNICIPALITY
DETERIORATED MANHOLE OR FAULTY COVER OR FRAME
FAULTY SERVICE CONNECTION
STORM CROSS CONNECTION
OPEN JOINTS
CITY SANITARY SEWER PIPE
CITY STORM WATER PIPE
BROKEN OR CRACKED PIPE
PUBLIC
INFLOW SOURCES
FAULTY MANHOLE COVER OR FRAME
STORM WATER CROSS CONNECTION
INFILTRATION SOURCES
DETERIORATED MANHOLE
FAULTY SERVICE PIPE CONNECTION
BROKEN OR CRACKED PIPE
OPEN JOINTS IN PIPE
TO RIVER & LAKES

EXHIBIT 3

FOUNDATION DRAIN DISCONNECTION PROGRAM PARTICIPATION CONSIDERATIONS

FUTURE CONSIDERATIONS #1

Foundation Drain Disconnection Program Participation

OPTION A Voluntary Participation		OPTION B Mandatory Participation	
Pros	**Cons**	**Pros**	**Cons**
Improved public relations. The City is not FORCING people to pay the money to disconnect.	**Properties can be scattered throughout the program area, limiting the contractor's efficiency.** **Participation is not known. Could have too many requests where we cannot meet the demand, or too few requests where the program does not make an impact.**	**Target a single area on an annual basis. Increases contractor's efficiency.** **Participation is known on an annual basis.**	**Negative public relations, where City is FORCING people to pay to disconnect.**
Examples: City of Superior Village of Whitefish Bay – 20 properties a year Milwaukee Metropolitan Sewerage District (ARFA) Used by many municipalities.		**Examples:** City of Marinette – No program, property owners are given 30 days.	

EXHIBIT 4

FOUNDATION DRIAN DISCONNECTION PROGRAM METHODOLOGY CONSIDERATIONS

FUTURE CONSIDERATIONS #2

Foundation Drain Disconnection Program Methodology

OPTION A

Citizen Ran Program

Citizens hire their own contractors to disconnect foundation drains and install sump pumps. Once completed, the work is inspected by the City and reimbursed.

Pros	Cons
Less coordination for the City. City would only inspect to verify reimbursement.	**Increased headaches for homeowners to shop for pricing to complete work.**
	Reimbursement disputes.

Examples:

City of Superior

Village of Whitefish Bay – 20 properties a year

Milwaukee Metropolitan Sewerage District (ARFA)

OPTION B

City Ran Program

The City public bids and completes foundation disconnection and sump pump installation work on private property with proper consent of the homeowner.

Pros	Cons
City control of the program. Less headaches for homeowners.	**Increased liability. Warranty issues should things fail.**
Full control of program budget.	**Access and permissions to work on private property.**

Examples:

Milwaukee Metropolitan Sewerage District (AMFA)

EXHIBIT 5

FOUNDATION DRIAN DISCONNECTION PROGRAM FUNDING CONSIDERATIONS

FUTURE CONSIDERATIONS #3

Foundation Drain Disconnection Program Funding

OPTION A

Fully Funded

Work is fully paid for or reimbursed by the City (with parameters established so extra work is not completed on the City dime).

Pros	Cons
Resident friendly program.	**Large City expense.**

Examples:

City of Superior

OPTION B

Partially Funded

Establish a sliding scale or cost share program to incentivize residents to participate. Funding could be:

- **A locked rate,**
- **A sliding scale based on income or year of participation,**
- **An rolling average of costs like storm sewer laterals, or**
- **A combination of items listed above.**

Pros	Cons
Shared expense with property owners.	**Less friendly to residents – still a benefit.**

Examples:

Village of Whitefish Bay - $5,000 per home.

Milwaukee Metropolitan Sewerage District (ARFA) - $2,000 per home.

EXHIBIT 6

CITY OF SUPERIOR FLOOD CONTROL PROGRAM

What are the benefits?

The Stormwater Flood Control Program can assist residents with the costs and installation of the following items:

- **100% of the cost of a stormwater/ surface water survey and site inspection** by SFCP Staff.
- **100% of the materials and installation** of backwater valve, sump pump, clean-out and house trap removal.
- **Up to $150 toward the cost of inspecting private sewer laterals** (televising/cleaning). The homeowner is responsible for any cost exceeding $150.00.
- **Up to 50% of the cost of correcting illicit grey water connections** to the clear water catch basin (up to maximum of $1000.00).

Low-income homeowners may qualify for additional financial support.

How can I apply?

Applications are available online at:

www.ci.superior.wi.us/SFCP

Or contact Amy Homstad at:

Phone: 715-395-5831
E-mail: homstada@ci.superior.wi.us

Learn more and apply at:

www.ci.superior.wi.us/SFCP

THE CITY OF SUPERIOR
WISCONSIN
Living up to our name.

City of Superior

Environmental Services Division of Public Works

51 East 1st Street
Superior, WI 54880
Phone: 715-394-0392

www.ci.superior.wi.us/esd

Stormwater Flood Control Program

sponsored by

Environmental Services Division of Public Works



Image credit: Soumyadeep Paul

How much time and money have you spent cleaning your basement?

What is the Program?

The Stormwater Flood Control Program is a long-term planning approach to manage stormwater runoff.

The Program's main goals are to protect public health and safety, preserve the environment, and limit property damage.

Since 2003, the Stormwater Flood Control Program has helped minimize the incidences of basement flooding ***for over 200*** *Superior homeowners.*

Do I qualify?

The program is available to:

- Single-family, residential homes within the limits of the City of Superior.
- Homeowners that have experienced basement flooding.

Homeowners must have a building sewer inspection performed. During the inspection, the building sewer must be found to be in acceptable condition to qualify for the installation of the sump pump and backwater valve.

What causes my basement to flood?

Inflow and infiltration occurs when stormwater enters the sanitary sewer system.

When too much inflow and infiltration occurs, sanitary sewage can backup into homes, as well as overflow into the surrounding environment.

This program is designed to reduce the frequency and volume of sanitary backups and overflows, as well as the costs associated with them.

Inflow is when stormwater enters the sanitary sewer system through direct, and often illegal, connections.

Infiltration is when stormwater or groundwater enters through damaged or deteriorated sections of the sanitary sewer system.

The City of Superior manages over 150 miles of sanitary sewer and over 90 miles of storm sewer, and is dedicated to managing inflow and infiltration and minimizing number of basement backups.

How can I reduce my risk of basement flooding?

Here are some things you can do to help reduce inflow and infiltration in the sewer system, all of which helps to reduce the risk of basement backups and overflows, the need to build larger pipes and pumps, and the cost to convey and treat groundwater mixed with wastewater.

- Do you have a house built before the 1970's? If so, you may have active foundation drains that are connected to the sanitary sewer. Inspect your roof gutters and downspouts to see if they are connected to the sewer system. If so, have them disconnected. Downspouts may be directed onto lawns or garden beds and should be extended at least 10 feet from the foundation of the home.
- If your home has a sump pump, make sure it is not connected to the sanitary sewer system. If it is, it must be disconnected. Like downspouts, sump pump discharges can be directed onto lawns or flower beds, and should be at least 10 feet from the foundation of the building.
- Keep your building sewer in good connection with a clean line and do not plant bushes or trees on top of it.
- Ensure the grade around your house properly slopes away from the foundation. In addition, any basement windows below grade should either be removed or raised to prevent water from entering during heavy rain events. Alternatively, water-tight or glass-block windows can be installed.
- Install a cleanout in case you or your plumber need quick access to clear a blockage or stop a back-up. Remember to always keep a cap on the cleanout to prevent stormwater and debris from getting into the line.

EXHIBIT 7

VILLAGE OF WHITEFISH BAY FOUNDATION DRAIN DISCONNECTION PILOT PROGRAM

July 6, 2020

Village of Whitefish Bay
2020 Foundation Drain Disconnect Pilot Program Introduced

The Village of Whitefish Bay is introducing a new pilot program in 2020 to reduce clear water flows into the Village sanitary sewer system from private home underground foundation drains. This 2020 pilot program will provide up to $5,000.00 per home for as many as 20 qualifying homes in the Village. This work will include a homeowner digging up and accessing their existing foundation drain system through their basement floor, installing a basement sump pump, and then providing a buried sump pump connection directly to the public storm sewer system.

For this pilot program the Village has identified a targeted area in the southern portion of the Village that is known to have higher than average levels of clear water entering the Village sanitary sewer system (see map on back side). Within that targeted area, many homes have direct access to a buried storm sewer pipe connection to the public storm sewer system. In addition, homes in other areas of the Village that have a buried storm sewer pipe connection to the public storm sewer system or are willing to install a buried storm sewer pipe connection may qualify as well.

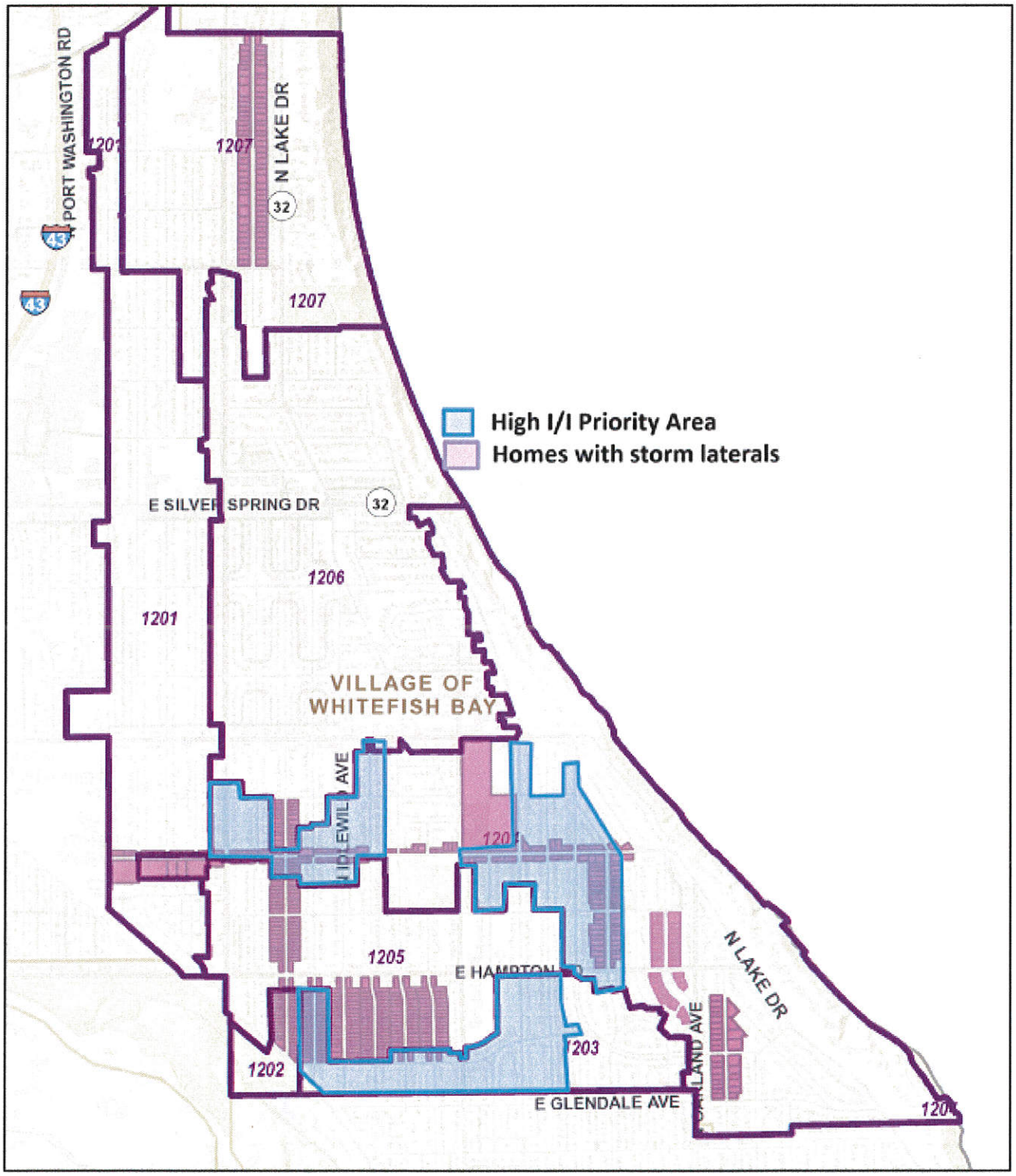
Included in this mailer is the Private Property Foundation Drain Disconnect (FDD) Pilot Program application form. Property owners interested in being included in this pilot program should complete the attached form and submit their application to Whitefish Bay Village Hall.

Note: Applications will be reviewed first come, first served as they are received for qualification and approval.

If you should have any questions regarding this project, feel free to contact:

Spencer Charczuk, EIT, Staff Engineer

414-962-6690 extension 123 or s.charczuk@wfbvillage.org



FDD Pilot Program

SCALE: 1" = 1505 '

Village of Whitefish Bay
155 W. Fairmount Ave
Whitefish Bay, WI 53217-5399
414-962-6690

Print Date: 11/6/2019

Village of Whitefish Bay, Wisconsin
Public Works Department
Private Property Foundation Drain Disconnect (FDD)Pilot Program
(Updated 5/11/2020)

Name:_____ Address:_____

Email Address:_____ Phone #:_____

Properties that qualify for $4,750 FDD/ sump pump system installation and $250 system backup reimbursement payments.

- Be located in the approved geographic location (see map).
- Have an active foundation drain that discharges directly into their private sanitary sewer lateral and then the public sanitary sewer system.
- Install a foundation drain disconnect system that meets the following parameters:
  - Sump basin minimum size of 18" diameter wide and 22" deep.
  - Submersible pump 1/3hp min, cast iron or stainless steel, 3 yr warranty, 40gpm/10ft head
  - Simplex non-GFCI outlet on a dedicated circuit including a GFCI auxiliary outlet
  - Pump motor run time totalizer included
  - Residents are willing to report totalizer hours to Village staff upon request.
  - Existing sanitary sewer lateral palmer valve capped off at the floor drain.
  - New sump pump system discharges directly to a buried private storm sewer lateral that is connected to the public storm sewer system with approved air gap.
  - Discharge pipe check valve installed to provide slope / drainage
  - System backup installation (recommended)
- Obtain all required construction permits and inspections.
- Submit to the Village all paid expense receipts for the project
- Village staff believe this work will redirect foundation drain waters away from the sanitary sewer system

Properties that do not qualify:

- Any new sump pump installations as required per Village building code for new construction, remodeling or additions
- Existing sump pump system replacements, repairs or modifications
- FDD systems that discharge above ground at-grade and not into an approved underground storm sewer pipe.
- Any resident that does not meet all of the listed program requirements
- Any property where Village staff deems that the proposed FDD system will not provide a reduction in clear water flows to the public sanitary sewer system.

I wish for my property to be included for consideration in the Village of Whitefish Bay Private Property Foundation Drain Disconnection Program. I understand submittal of this application does not guarantee acceptance into this program. Applications will be reviewed as they are received on a first come, first serve basis. Village staff will review the application for approval meeting all published qualifications and reserves the right to rank and select applicants to best serve the Village. I hereby give permission for Village staff to schedule and conduct an inspection verifying sump pump system installation and foundation drain disconnection upon completion.

Applicant Signature:_____ **Date:**_____

Submit Application to: Whitefish Bay Village Hall - 5300 N. Marlborough Drive, Whitefish Bay, WI 53217
Questions Contact: Spencer Charczuk- Staff Engineer @ s.charczuk@wfbvillage.org or (414)962-6690 ext. 123

EXHIBIT 8

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT
PIPE CHECK PROGRAM

PIPE CHECK

PROGRAM

Do you get water in your basement?

Do you find yourself cleaning your lateral out every year?

We can help!



The Milwaukee Metropolitan Sewerage Districts' (MMSD) Pipe Check program provides financial incentives to help homeowners cover a portion of the costs to eliminate clear water from entering the sanitary lateral, therefore decreasing the risk of a basement backup.

Water in your basement can be caused by rain or groundwater, also known as clear water, overwhelming your sanitary lateral pipe causing sewage and water to back up in your basement. Sources of clear water include connected downspouts and foundation drains. Defects in your lateral such as cracks, holes, and roots also allow clear water into your lateral. All of these sources increase the likelihood of basement backups.

The first step in participating in the Pipe Check program is having a Clear Water Evaluation completed by a program Approved Contractor.

A Clear Water Evaluation identifies sources of clear water discharging to your sanitary lateral. Following the Clear Water Evaluation, the contractor reviews the results and program requirements, and recommends work to be completed.

Improvements in your home's sewer pipes, which connect to the greater sewer system, will help MMSD reduce the risk of basement backups for you, your neighbors, and prevent overflows into Lake Michigan.

PARTICIPATION REQUIREMENTS

Participants must meet the following requirements to participate in the Pipe Check program:

- Property is located within MMSD service area (visit **mmsd.com/about-us** for a map)
- Home is a one or two family home
- No income requirement to participate
- A Clear Water Evaluation is completed by an Approved Contractor
- W-9 is submitted to MMSD (Note: The value of the financial incentive is taxable. MMSD will provide a 1099 at the end of the year.)
- Participation waiver signed by homeowner
- An Approved Contractor completes all required work identified in the Clear Water Evaluation

Milwaukee Metropolitan Sewerage District (MMSD)
260 W Seeboth Street
Milwaukee, WI 53204

Contact Us
Phone: 414-225-2250
E-mail: PipeCheckInfo@MMSD.com

MMSD



HOW DOES THE PROGRAM WORK?

1. Homeowner contacts an Approved Contractor
2. Approved Contractor completes a site visit and a Clear Water Evaluation
3. Contractor reviews the results of the Clear Water Evaluation and the program's participation requirements with the homeowner
4. If the homeowner agrees to the identified work and their portion of the total costs, the homeowner can choose to sign a contract with the Approved Contractor to have the work completed
5. The full scope of work is completed to the satisfaction of the homeowner and the requirements of the Pipe Check program
6. The Pipe Check program pays the incentives directly to the Approved Contractor
7. The Pipe Check Approved Contractor bills the homeowner the remaining portion of the work, per the requirements of the contract
8. The homeowner pays the Approved Contractor the remaining amount due

FINANCIAL INCENTIVES

Financial incentive is based on the findings of the Clear Water Evaluation by an Approved Contractor and will not cover the full cost of the project. MMSD reduces the total project costs by the following amounts.

Foundation Drain Disconnection **$2,000**
Install sump pump & discharge piping, disconnect foundation drain from sanitary sewer lateral, and remove existing palmer valve

Remove Palmer Valve, Only **$350**
Identify location of palmer valve, remove existing palmer valve, cap foundation drain, and restore site

Reroute Existing Sump Pump Discharge **$300**
Disconnect existing sump pump discharge piping and reroute to a building code compliant location

New Storm Lateral, Connected to Existing Storm Sewer **$1,000**
A new storm lateral is installed from the house to an existing storm sewer

Disconnect Downspouts **$25 each**
Disconnect existing gutter downspouts from sanitary sewer and reroute to discharge to yard or storm lateral (max of 4)

Full Lateral Replacement **$5,000-$7,000**
Lateral replacement from the house to the sanitary main completed via open cut or pipe bursting

Lateral Lining **$1,500**
A cured in place pipe (CIPP) is installed in the lateral from under the home to the connection at the sanitary sewer mainline

WHAT IS AN APPROVED CONTRACTOR?

An Approved Contractor is selected by MMSD through an assessment of their technical skills, experience, and customer service which qualify them to participate in the program. An approved contractor must be used by the homeowner to be eligible for the financial incentives.

TO FIND AN APPROVED CONTRACTOR, please hold your phone's camera over the code and click the link that pops up. This will take you to the Pipe Check website.

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For additional information on the Pipe Check Program and managing water on your property, see **mmsd.com/pipecheck**

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