Common Council

Regular Meeting

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

Agenda

Tuesday, January 16, 2024 | **7:30 PM** | **Council Chambers and Virtual**

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **January 16, 2024** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The Public or Members of the Common Council, which may count toward an official quorum, may attend the meeting either in person in the Council Chambers or telephonically or electronically via video conferencing or other appropriate technological means. Telephonic or electronic access to the meeting is provided below:

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

OR

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

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the January 2, 2024 Common Council meeting.
4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC.
5. Commendation for photo contest winners.
6. Recommendation from Finance/Personnel Committee to approve Forte for Merchant Services using the service fee model.
7. Recommendation from Finance/Personnel Committee to approve various changes to City-issued credit cards.
8. Recommendation from the Board of Public Works to leave the existing service signs on S. Broadway & Bicentennial Park.
9. Recommendation from the Board of Public Works to keep the existing declining rate structure for water volume charges as part of the PSC Rate Case.
10. Recommendation from the Board of Public Works to request WPS replace decorative street lighting in the downtown areas with Paragon light fixtures and budget for remaining replacements in 2025.

11. Recommendation from the Board of Public Works on Main Avenue underpass maintenance allowing to grow natural with limited maintenance for personnel safety.
12. Ordinance #24-01 Amending Chapter 150 of the De Pere Municipal Code Regarding Traffic Regulations (Section 150-23; Schedules E and G).
13. Ordinance #24-02 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.
14. Ordinance #24-03 Repealing and Recreating Chapter 146 Noise Ordinance of the De Pere Municipal Code.
15. Resolution #24-01 Accepting Natural Resource Damage Assessment Grant from Fox River Trustee Council Toward Voyageur Park Kayak/Canoe Launch and Authorizing Additional City Funding from the Capital Project Fund to Complete Project.
16. Reso #24-02 Authorizing Offer to Purchase and Development Agreement Between the City of De Pere and Developer (126 South Broadway and 310 North Wisconsin).
17. Resolution #24-03 Opposing Senate Bill 691.
18. Reappointments to the Historic Preservation Commission by Mayor Boyd.
19. Voucher approval.
20. Future agenda items.
21. City Administrator annual performance appraisal.

    PLEASE TAKE NOTICE THAT, pursuant to Wis. Stats. §19.85(1)(c), the Council may convene in closed session for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

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

22. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library

De Pere Chamber of Commerce
Chad Fairbanks
Adam Jackson
Julie Daul
Tom Knuth
Bill Withbroe
Ron Manning

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 16, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the January 2, 2024 Common Council meeting.**

ATTACHMENTS:

- 1-2-24 Common Council Minutes_draft (DOC)

Common Council

Regular Meeting

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

Draft Minutes

Tuesday, January 2, 2024 **7:30 PM** **Council Chambers and Virtual**

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the December 19, 2023 Common Council meeting.

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

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

   None.

5. Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for Orsa Hospitality LLC (DBA Orsetta), 109 N. Broadway St. Submitted by Orsa Hospitality LLC. Agent: Kelly Qualley, De Pere, WI.

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

6. Voucher approval.

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

7. Future agenda items.

   None.

8. Adjournment.

   Alderperson Kundinger moved, seconded by Alderperson Quigley to adjourn the meeting at 7:33 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 16, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 16, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Amy Darnick**
SUBJECT:	**Commendation for photo contest winners.**

ATTACHMENTS:

- 2023 Photo Contest Municipal Commendation (PDF)

MUNICIPAL COMMENDATION

CITY OF DE PERE 2023 PHOTO CONTEST WINNERS

WHEREAS, *the 2023 Photo Contest, hosted by the City of De Pere and Definitely De Pere, invited photographers of all ages and abilities to enter photos from within our city limits that showcased the plentiful beauty and activity within our community; and*

WHEREAS, *an assortment of more than 300 photos were entered into the contest by many talented photographers; and*

WHEREAS, *a panel of judges voted for winners in the following categories: Events and Community, Downtown, Cityscapes and Architecture, Environment and Nature, and Recreation and Health. They were also supported by residents of De Pere in choosing the winner for the Popular Vote category; and*

WHEREAS, *Chad Fairbanks was declared the winner for the Downtown, Cityscapes and Architecture category, which sought to display the aesthetic character of De Pere's infrastructure and landmarks; and*

WHEREAS, *Adam Jackson was declared the winner for the Environment and Nature category, which sought to display an appreciation for the natural beauty De Pere has to offer; and*

WHEREAS, *Julie Daul was declared the winner for the Recreation & Health category, which sought to display fun activities residents of De Pere partake in; and*

WHEREAS, *Tom Knuth was declared the winner for the Events and Community category, which sought to display activities and events that help connect our community; and*

WHEREAS, *Bill Withbroe was declared the winner for the Popular Vote category for receiving the most total votes from our community; and*

WHEREAS, *it is appropriate to publicly thank all who entered their beautiful work into this contest, and congratulate the winners of the 2023 Photo Contest.*

NOW, THEREFORE BE IT RESOLVED, *by virtue of the authority vested in me as Mayor of the City of De Pere, Wisconsin, I, James G. Boyd, do hereby commend and congratulate the winners of the 2023 Photo Contest for their talent and dedication in capturing the beauty that De Pere has to offer; and on behalf of the City's governing body and all of its citizens, do hereby bestow this special Municipal Commendation, as witnessed and acknowledged by the De Pere Common Council.*

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of De Pere, Wisconsin, this 28 *day of* December *2023.*

CITY OF DE PERE, WISCONSIN

James G. Boyd

James G. Boyd, Mayor

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 16, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Recommendation from Finance/Personnel Committee to approve Forte for Merchant Services using the service fee model.**

The Finance/Personnel Committee voted unanimously at its meeting on January 9, 2024, to approve this item and forward it to the Common Council for final approval.

ATTACHMENTS:

- Merchant Services_1.9.24 (PDF)
- Merchant Services-Attachment_1.9.24 (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Pam Manley, Finance Director
Date: January 9, 2024

RE: **Payment Processing-Merchant Services**

To ease payment processing citywide and reduce our expenses I am proposing a change of our merchant services vendor to Forte. The city currently has 5 credit card terminals throughout the city that are used to accept credit and debit card payments. These terminals are located at the MSC, Community Center, Police Department, Health Department, and Clerks Department. Forte has been our credit card processor for payments made online using seamless docs. A Payment Processing Agreement is already in place with them from December of 2020. The new Civic Rec software to be used at the Community Center and for the pools will also be using Forte.

Additionally, I would propose that we pass the processing fees along to the customer. Currently the City is paying all the fees related to the processing of credit card payments at these terminals. Forte's fee to the customer would be 2.8% of the payment amount with a minimum fee of $2.00, see attached pricing fee schedule. Our current vendor, Leaders Merchant Services, also offers this feature but would charge 3.85% to the customer.

Please reach out to me prior to the meeting with any questions you may have.

PRICING FEE SCHEDULE

Forte Payment Systems is proud to provide a robust processing platform and flexible pricing strategies:

- **Service Fee Model** – in a service fee model approach, the citizen pays a service fee for processing their transaction. Your office absorbs no cost.
- **Absorbed Model** - credit card/debit card Merchant Services, Electronic Check Services and the Secure Gateway are absorbed by your office.

Service (Convenience) Fee Pricing Option:

MasterCard, Visa, Discover and American Express cards

2.80% of the payment amount with a minimum fee of $2.00 based upon volume.

Debit Cards (Tax Program only)

1.95% of the transaction amount

Electronic check – online WEB and IVR payments

Includes Forte Verification for known accounts.

eCheck Transaction Tiers	Fees	Frequency
$0.00 to $50,000.00	$2.00 w/Verification	Per Transaction
$50,000.01 to $75,000.00	$3.25 w/Verification	Per Transaction
$75,000.01 to $100,000.00	$6.25 w/Verification	Per Transaction
$100,000.01 to $150,000.00	$10.25 w/Verification	Per Transaction
$150,000.01 + $250,000.00	$15.25 w/Verification	Per Transaction

Absorbed Pricing Option:

Emerging Market and Public-Sector Rate Structure

Processing Costs:	Fees	Frequency
Option 1. Visa, MasterCard, Discover, American Express	2.80%	Per Transaction
Option 2. Visa, MasterCard, Discover,	*Pass Thru pricing + $0.20+ 40bpts*	Per transaction
Option 2. American Express	*Pass Thru pricing + $0.20	Per Transaction
Forte Protect (End-2-End Encryption)	$0.10	Per transaction
Forte Protect (Key Injection Fee)	$25.00	One time Per Device
Account Updater (Optional)	$0.35	Per Transaction
Account Updater (Optional)	$25.00	Per Month
Credit Card Chargeback Fee	$25.00	Per Chargeback
Batch Fee	$0.25	No Charge - Waived
ACH Fee-debits/credits	$2.00 with Forte Validate Plus	Per Transaction
ACH Return Fee	$2.00	Per Return
Monthly Fee	$5.00	Each Month per Merchant Account

*Pass Thru pricing includes the direct interchange dues, assessments and all other fees that are charged directly from the associations. Forte Payment Systems believes in transparent pricing, meaning that we utilize a *Pass-Thru Plus* pricing model. Interchange pass thru pricing is a form of credit card processing that allows the actual cost of the processing (*interchange fees & assessments) to be passed directly through to your office. The advantage of this pricing strategy is that it is transparent and, in most instances, provides the lowest processing costs.

Forte's fees include: Total volume processed multiplied by bpts
Total # of transactions processed by per item fee

Gateway Only Pricing Option:

Fee Description	Fee	Frequency
Forte Gateway Fee	$0.25	Per Transaction
Monthly Gateway Fee	$29.99	Per Merchant ID

Equipment and Service Pricing:

The following table reflects our Equipment and Service Offerings

Standard Product	Description	Fees and Cost of Equipment
VeriFone V400c Terminal (Standalone)		$399.00 per terminal plus shipping
VeriFone V400c Terminal (Hybrid with cables)		$450.00 per terminal plus shipping
MagTek eDynamo		$179 per devise plus shipping
MagTek eDynamo and Counter-Top Docking Station Bundle (recommended)		$219/Device with Docking station plus shipping

Select pricing option(s) desired: Absorbed Pricing Service Fee Pricing Gateway Only Pricing

Option 1 ☐ Option2 ☐ Dual Bill ☐ ☐ ☐

***Required Merchant Signature:** _____

Date _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 16, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Recommendation from Finance/Personnel Committee to approve various changes to City-issued credit cards.**

At its meeting on Tuesday, January 9, 2024, the Finance/Personnel Committee voted unanimously to approve the recommended changes to the listing of City-issued credit cards and to move the item forward to the Common Council for final approval.

ATTACHMENTS:

- City Issued Credit Cards_1.9.24 (PDF)
- City Issued Credit Cards-Attachment_1.9.24 (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Pam Manley, Finance Director
Date: January 9, 2024

RE: **City Issued Credit Card Changes**

The City's credit card program allows individuals and departments to easily make purchases online or at local stores or pay for invoices using a credit card. Attached is a listing of the present cards and their limits as well as the additions, deletions, and changes in limits that staff is requesting.

Please reach out to me or any of the other department heads requesting changes prior to the meeting with any questions you may have.

Cardholder	Position	Current Limit	Requested Limit	Requested Change	Requestor
James Boyd	Mayor	3,000	3,000		
Parks Center		2,500	3,000		
City Council-1		1,500	1,500		
City Council-2		1,500	1,500		
Lawrence Delo	City Administrator	3,000	3,000		
Engineering Department		2,500	3,000	Update Limit	Scott Thoresen
Fire Department		2,500	2,500		
Health Department		3,000	3,000		
Police Department-1		2,500	2,500		
Tony Fietzer	Street Superintendent	1,500	3,000	Update Limit	Scott Thoresen
City Hall-1		1,500	1,500		
City Hall-2		3,000	3,000		
Todd Kerkela		1,500	-	Remove	Jeremy Muraski
Kerry Krueger	PD Business Manager	2,000	2,000		
Daniel Lindstrom	Director of Development Services	1,500	1,500		
Steven Massey	IT Director	2,000	2,000		
Shannon Metzler	HR Director	3,000	3,000		
Nathan Mrstik	Police Captain	2,000	2,000		
Parks Msc		2,500	2,500		
Jeremy Muraski	Police Chief	2,000	2,000		
Jacob Nowak	Police Captain	1,500	2,000	Update Limit	Jeremy Muraski
Chad Opicka	Police Captain	2,000	2,000		
Scott Thoresen	Public Works Director	2,500	3,000	Update Limit	Scott Thoresen
Public Works		2,500	3,000	Update Limit	Scott Thoresen
Eric Zygarlicke	Water Supervisor	1,500	3,000	Update Limit	Scott Thoresen
Tony Wachewicz	City Attorney	2,500	2,500		
Sergeant-1	Sergeant-1	-	1,500	Add Card	Jeremy Muraski
Sergeant-2	Sergeant-2	-	1,500	Add Card	Jeremy Muraski
Kristen Vincent	GIS Manager	-	1,500	Add Card	Dan Lindstrom
Don Melichar	Park Superintendent	-	1,500	Add Card	Marty Kosobucki
		57,000	**67,000**		

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 16, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to leave the existing service signs on S. Broadway & Bicentennial Park.**

The Board of Public Works at the January 8, 2024 meeting approved leaving the existing service signs on S. Broadway and Bicentennial Park and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- Consider Replacing Existing Service Signs 1-3-2024 (DOCX)
- Consider Ald. Hansen's Request Regarding Service Sign on S. Broadway 9-25-2023 (PDF)
- BOPW October 9, 2023 Meeting Minutes (PDF)
- Staff Memo for 11-10-2014 BOPW Meeting (PDF)
- Woman's Club of De Pere Request (PDF)
- 4394 Permit (PDF)
- 4394 Oasis printout (PDF)
- 5460 Permit (PDF)
- 5460 Oasis printout (PDF)
- 2014-11-10 Board of Public Works - Full Minutes-1333 (PDF)
- Staff Memo for 3-9-2015 BOPW Meeting (PDF)
- CI-BOPW-3-2015-Civic_Group_Sign_Policy (PDF)
- CI-BOPW-3 2015-Application-Civic Group Plaque (PDF)
- CI-BOPW-3-2015-De Pere_Sign_Standard (PDF)
- De Pere Civic Group Signs (PDF)
- 2015-03-09 Board of Public Works - Full Minutes-1377 (1) (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: January 3, 2024
RE: Consider and Possible Action on Replacing Existing Service Signs on S. Broadway & Bicentennial Park*

The BOPW discussed at the October 9, 2023 meeting Alderperson Hansen's request regarding the future of the existing service signs located at S. Broadway and Bicentennial Park. (See attached staff memo and meeting minutes) The BOPW recommended moving forward with allowing the service groups until January 1, 2024 to rehabilitate the existing signs. Staff have reached out to all the service groups that have existing signs at these locations. The following service groups have an interest in keeping the signs: Women's Club, Lion's Club, Kiwanis, Rotary, Knights of Columbus, Optimist Club, and VFW 2113. In addition, the Pink Flamingos have an interest of having a sign placed.

Staff has further researched and found additional information regarding these signs. The BOPW discussed at the November 10, 2014 meeting (See attached staff memo and meeting minutes) a request from the Women's Club of De Pere to add their sign to the City sign. At this meeting staff informed the BOPW the Wisconsin Department of Transportation (DOT) issued permits for both of these signs and the signs are owned by the City. The original sign was installed by the Lions Club. The BOPW approved allowing the Women's Club to add their sign to the City signs. The BOPW approved at the March 9, 2015 meeting a policy regarding the service signs. (See attached staff memo, policy and meeting minutes).

If the BOPW determines they want to continue with allowing service signs at these locations, staff would recommend the policy be revised with the following:

- Define who owns the sign. As mentioned above, the City is the owner
- Define who is responsible for the costs to maintain the sign. Staff would recommend the service clubs be responsible for these costs.
- Define what organizations can be on the sign. As mentioned above, the Pink Flamingos have an interest of having a sign installed.

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: September 25, 2023
RE: Consider and Possible Action on Ald. Hansen's Request Regarding Service Sign on S. Broadway*

Alderperson Hansen requested at the August 1, 2023, Council meeting discussion at the BOPW about the future of the service club sign at the corner of S. Broadway and S. Michigan.



Staff did attempt to contact the service groups on the sign and received the following feedback:

Kiwanis Club

The De Pere Kiwanis Club met and discussed the Welcome signs. They are in support of the City taking the signs down since they are deteriorating. If that is the decision that is made they are happy to take their logos.

Lions

The Lions Club expressed some initial interest in keeping the sign when originally talked to. However, the most recent update from them seems to indicate this may not be viable. They informed the City they were attempting to connect with a local Eagle Scout group, however; they had not been successful. The Lions would like the signs to remain but does not have a timely solution.

Men's Club

The Men's Club is interested in new signage and could contribute financially if necessary. They would need to know how much money before making a total commitment. If necessary, one of their members would volunteer to be on a "Sign Committee" and help review options and costs.

Staff did not hear back from the other service groups or had difficulty obtaining contact information.

The intent of the discussion is for the BOPW to determine what they want to do in the future with this sign. In addition, as part of the discussion, the BOPW should also consider what should be done with the other service sign located in Bicentennial Park located off Main Avenue and Reid Street.


DE PERE
THIS SIDE OF STREET
WELCOME

Board of Public Works

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

Regular Meeting

Final Minutes

Monday, October 9, 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	

Scott Thoresen, Public Works Director
Eric Rakers, City Engineer
Chase Kuffel, Assistant City Engineer
Betty Sellenheim, Recording Secretary
Marty Kosobucki, Parks, Recreation & Forestry Director (Remote)
Tom Blohowiak, Maintenance Supervisor
Alderperson Devin Perock
Jeremy Ebner, Suamico Trap
Bill VanCamp, 633 Main Ave

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 September 11, 2023 Board of Public Works Meeting Minutes

Mayor Boyd moved to approve the September 11, 2023 Board of Public Works Meeting Minutes, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

2. Consideration and possible action on award on Request for Proposal for 2023-24 Pond Trapping Services*

Alderperson Ledvina moved to approve award on request for proposal for 2023-24 Pong Trapping Services, seconded by Alderperson Raasch.
Raasch

Alderperson Hansen asked if staff had called references for Suamico Trap as the City had not previously used them for these services. Eric Rakers, City Engineer, stated staff did not call references but added the contractor was available in the audience to answer questions.

Mayor Boyd moved to open the meeting for public comment at 7:32 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Jeremy Ebner, Suamico Trap, 3060 Seafarer Way, outlined his experience with similar work for residential, commercial, and municipal properties, along with lake associations and private pond owners.

Mayor Boyd moved to return to regular session at 7:33 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Alderperson Raasch expressed his appreciation for the work the trappers do for the City to mitigate the muskrats in the ponds. Mr. Rakers added that having another trapper interested in the work is good for the City. Alderperson Hansen questioned the selected locations. Mr. Rakers explained how the locations were selected annually based on visual inspections. Alderperson Hansen stated that residents by Trailside pond had mentioned concerns about rodents. Mr. Rakers added that if other locations come up, staff can work with the contractor to get a price to complete them.

Upon vote, the motion passed unanimously.

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

3. Consideration and possible action on Preventative Maintenance Contract for City Heating Ventilation and Air Conditioning (HVAC) Equipment*

Alderperson Carpenter moved to approve Preventative Maintenance Contract with Hurckman Mechanical Industries for City Heating Ventilation and Air Conditioning (HVAC) Equipment, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

4. Main Avenue Underpass No-Mow-Summer Evaluation

Marty Kosobucki, Parks, Recreation & Forestry Director, explained that staff was bringing this item back for discussion as requested when the Board approved not mowing the Main Avenue underpass for summer 2023. Mr. Kosobucki explained that staff did not receive any calls or complaints at the MSC office regarding the underpass mowing. Mr. Kosobucki explained that staff had a few minor concerns that would be addressed if the area continued to be no-mow. Mayor Boyd asked staff to provide a background on the initial request to not mow the Main Avenue underpass. Mr. Kosobucki explained that Parks staff is responsible for maintaining this location and it is quite difficult to maintain. Mr. Kosobucki added that staff had previously had a significant injury during a mowing event at this location and that Human Resources requested that staff find alternatives to mowing this location. Mr. Kosobucki stated that staff has reached out to landscape

companies and no one has been interested in maintaining the underpass. Mr. Kosobucki stated that after the approval of the planned natural landscape ordinance, staff felt that was a good opportunity to try at this location to embrace the ordinance and reduce staff risk. Mayor Boyd stated there are also traffic impacts during mowing operations on the underpass. Mayor Boyd asked staff to explain the upcoming work planned for Main Avenue (STH 32). Scott Thoresen, Public Works Director, explained that staff has requested the DOT develop a zero-maintenance plan for the underpass as part of the design for STH 32 renovation. Mayor Boyd asked if the State would fund that redesign. Mr. Thoresen explained that it would likely be City funded. Mr. Thoresen reminded Board members that closing the sidewalk at the underpass was also approved to reduce hazards and the sidewalk will be completely removed when DOT reconstructs Main Ave/STH 32. Mayor Boyd stated that no action will be taken today and that the discussion will be used to develop possible alternative plans moving forward.

Alderperson Carpenter moved to open the meeting for public comment at 7:41 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Bill VanCamp of 633 Main Ave shared his frustration that the underpass had been successfully maintained for many years before this one and the City has invested in equipment to maintain it easier that is not being used. Mr. VanCamp also expressed his concerns on behalf of himself and his neighbors over the unsightliness of the long grass, the grass growing over the sidewalk, and the increased rodent population. Mr. VanCamp stated he circulated a petition amongst his neighbors that was turned in to Alderperson Perock.

Alderperson Raasch moved to return to regular session at 7:44 PM, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

Alderperson Carpenter asked staff to explain the traffic impacts during mowing operations. Mr. Thoresen explained that one of the three lanes is closed and traffic is shifted; there are no detours to other streets. Alderperson Carpenter asked if staff can use the tractor with the boom arm to mow the slope. Mr. Thoresen explained that it would only reach about 25% up the hill. Alderperson Raasch asked how this injury occurred and stated his preference to have it maintained for visual appeal and rodent control. Alderperson Raasch also asked why the slope could be maintained for so many years but not after the injury. Mr. Kosobucki recalled to the best of his ability that the injury that occurred was a staff member who blew out their knee from the incline and not based on a lack of training or safety precautions. Mr. Kosobucki stated that when the slope was maintained, it was done safer than it was in the past. Alderperson Raasch reiterated his preference to have the slope maintained. Mayor Boyd outlined concerns with regards to maintaining the slope and stated he has received calls from residents with concerns for the safety of staff after seeing them maintaining the slope. Mayor Boyd stated his preference to improve the current situation to address the concerns including cleaning up along the roadway and sidewalk where the grass falls over, remove the trees, and mitigate the rodents. Mayor Boyd stated the safety of staff was his number one priority in this situation. Alderperson Carpenter suggested spraying the vegetation to kill it back to reduce maintenance. Mayor Boyd stated that if STH 32 reconstruction work was not planned for 3-4 years away, staff would be looking closer at budgeting for a zero-maintenance landscape, but due to the upcoming work it would be money thrown away. Alderperson Raasch agreed that the City shouldn't waste the money, but that something

needed to be changed especially with regards to rodent control. Alderperson Raasch suggested cutting back the tall vegetation and having Suamico Trap work that area. Alderperson Carpenter suggested having staff bring back a plan in January or February for 2024 season. Mr. Kosobucki stated that even though the Parks Department maintains it, it falls under the jurisdiction of the Board of Public Works and would request direction on what maintenance level is acceptable or unacceptable moving forward. Alderperson Ledvina stated that the change to not mow came from staff for Board consideration and recommendations should come from staff for the Board to evaluate and provide direction. Mr. Kosobucki agreed that with time, staff could evaluate options and provide recommendations to the Board for consideration. Alderperson Carpenter requested staff request pricing and have Suamico Trap inspect the slope for rodent activity. Eric Rakers, City Engineer, stated he would work with Suamico Trap to perform an inspection of the area, but clarified that any work in that area would not be funded from the stormwater utility. Alderperson Ledvina asked about the status of the remote control mower. Mr. Kosobucki stated that machine remains in the fleet but is relatively old and tired and will need to be replaced if the plan is to continue using it as it was. Mr. Kosobucki added that he estimates a new slope mower at $30-50k and had not budgeted to replace this equipment if it will not be needed after Main Avenue reconstruction. Alderperson Hansen requested that staff attempt to get a contractor hired willing to maintain this location. Mr. Kosobucki stated that staff can try again, but added that there has been zero interest any other time staff has tried in the past ten years. Mayor Boyd added that insurance is a major factor in that work.

RESULT:	**DISCUSSED**

5. Consideration and possible action on City Engineer Parking and Traffic Recommendations*

   Eric Rakers, City Engineer, outlined the recommended parking and traffic change including adding crosswalk signage in the middle of the road on George Street at Washington Street.

   Alderperson Hansen clarified the type of signage being recommended. Mr. Rakers stated it was the removable signs that sit on the center lines like the City has on Broadway. Mr. Rakers added that the requester was primarily concerned about crossing during pool season and the removable style signs work good for that as they are brought in during the winter months for plowing.

   Alderperson Carpenter moved to approve City Engineer Parking and Traffic Recommendations, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

6. Discuss City Engineer Recommendations on No Action Parking and Traffic Discussion Items

   Eric Rakers, City Engineer, outlined the discussion items for no-action parking and traffic including restricting parking on Ninth Street in front of the Post Office and installing rapid rectangular flashing beacons (RRFB) on Eighth Street at Cedar Street.

Alderperson Hansen commented that he recently read a news story that stated that Green Bay planned to install a large number of RRFB and he thought that might increase the number of requests De Pere sees for installation.
Mr. Rakers concluded by outlining a request to evaluate the location of "Pedestrian Ahead" sign on George Street.
Alderperson Hansen commented that the sign could be in that location for the next intersection. Mr. Rakers stated that could be true or that it is to mark the entire corridor of pedestrian crossings or the school. Alderperson Raasch asked a follow-up question with regards to three hour parking by Notre Dame School. Mr. Rakers and Mayor Boyd stated it was signed and there have not been any issues or complaints.

RESULT:	**DISCUSSED**

7. Consideration and possible action on 2023-2024 Sidewalk Snow & Ice Removal Rates

Mayor Boyd moved to approve the 2023-24 Sidewalk Snow and Ice Removal Rates, seconded by Alderperson Ledvina.

Alderperson Hansen asked if staff had made any changes to the policy to provide a notice or warning to residents prior to having staff clear the sidewalks and bill the owner. Scott Thoresen, Public Works Director, stated that staff has not made any changes to the policy and outlined the process staff follows after receiving a complaint. Mayor Boyd commented that most of the time staff does not have repeat offenders. Mr. Thoresen agreed and added that about 95% of the time it does not happen again at the same location that season.

Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

8. Consideration and possible action on approval for October 2023 Foundation Drain Disconnection Program (FDDP) Resident Correspondence

Chase Kuffel, Assistant City Engineer, explained that his memo included two parts. The first part is an estimated City cost of treating clear water. The second part is a draft correspondence for residents outlining next steps.

Alderperson Ledvina provided comments on possible edits to the resident correspondence including explaining what a foundation drain is and cleaning up the section about mandating/not mandating installations. Alderperson Hansen requested a couple grammatical corrections. Alderperson Hansen asked if staff should include exemptions for field stone basements. Mr. Kuffel stated that he did not plan to include in the letter but that it is included in the new dwelling code that will be on the City website where this letter will direct residents to find more information. Alderperson Hansen asked about adding language with regards to timeline of billing or reimbursement. Mr. Kuffel stated he could not add language regarding billing as that will be contractor dependent based on how they bill as a company and not controlled by the City. Eric Rakers, City Engineer, stated staff could work to clarify the timeline for reimbursement once a copy of the invoice is received from the homeowner. Mr. Rakers added that if it is not included directly in the letter, it will be built into the website information. Alderperson Hansen

asked for a timeline for when the list of contractors would be available for residents. Mr. Kuffel stated that should be quick to assemble and could be uploaded to the website. Alderperson Carpenter questioned how often the meters are tested for accuracy with regards to the number of gallons being treated. Mr. Rakers stated that the meters are checked but staff will look into the frequency.

Mayor Boyd moved to approve the October 2023 Foundation Drain Disconnection Program (FDDP) Resident Correspondence with requested changes, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

9. Consider and Possible Action on Ald. Hansen's Request Regarding Service Sign on S. Broadway*

Alderperson Hansen outlined the request he received regarding the service sign on S. Broadway Street and the responses staff received from the service groups when contacted with regards to the two service group signs in the City.
Mayor Boyd suggested removing the signs. Alderperson Raasch agreed with taking the signs down.

Alderperson Raasch moved to remove the signs and return the logos to the service groups, seconded by Mayor Boyd.

Alderperson Carpenter suggested allowing the Men's Club the option of rehabilitating the sign, since they expressed interest in keeping the signs. Scott Thoresen, Public Works Director, stated that there were many other organizations also listed on the signs and that it might not be fair to put the burden on the Men's Club. Alderperson Carpenter stated that since it would be funded by the service groups, the Men's Club could work to get the support of the other groups and staff could set a deadline and if the groups are not able to rehabilitate the signs by the deadline, staff would take them down. Mr. Thoresen explained his concerns regarding sign removal during the winter months. Alderperson Carpenter agreed that full removal during the winter months would be difficult but added that if staff wanted the signs removed during the winter months, they could be cut down and remove the remaining structure in the spring after the ground thaws. Alderperson Raasch stated that he would be okay with giving the service groups time to rehabilitate the signs and staff should notify the Men's Club of this opportunity, as they expressed interest, and let them know the responses staff received from the other groups with regards to the signs.

Alderperson Raasch amended his motion to give the service groups until January 1 to rehabilitate the signs otherwise the City will remove the signs and return logos to service groups, Mayor Boyd agreed with the amendment.

Upon vote, the motion passed unanimously.

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

10. Consider and Possible Action on Ald. Hansen's Request Regarding WPS Decorative Street Lighting on S. Broadway and George Street*

Alderperson Hansen explained his request regarding replacing WPS-owned decorative street lights on S. Broadway St and George St to match the City-owned decorative lights. Alderperson Hansen explained that the City offered to cover the new decorative fixtures to match, but WPS refused and only uses three WPS-approved decorative fixtures. Alderperson Hansen explained that in order to have them all match, WPS would need to sell the lighting system to the City at the cost of over $500,000. Alderperson Hansen commented that the WPS-approved Paragon fixture matches City fixtures closely. Mayor Boyd agreed that Paragon looked similar. Alderperson Hansen asked staff if WPS would proactively replace the lights with Paragon over the upcoming year. Scott Thoresen, Public Works Director, stated that WPS would replace the lights as they burn out. Mr. Thoresen added that WPS doesn't know the City's preference and once they do, it would be up to WPS to decide if there is funding to replace the lights sooner. Mayor Boyd suggested letting WPS know of the City's preference and possibly there is WPS funding to get some or all of the lights replaced sooner.

Alderperson Hansen moved to have staff request that WPS replace the existing fixtures with the Paragon fixture going forward, seconded by Alderperson Ledvina.

Alderperson Raasch asked if this type of request to WPS required action by the Board and Council. Mr. Thoresen explained why the recommendation would be made to Council. Alderperson Raasch asked why staff did not work with WPS when replacing City-owned fixtures to ensure they would match. Mr. Thoresen explained that staff had worked with Definitely De Pere and the Board of Public Works to select the fixtures and were unaware there were WPS-approved fixtures until Alderperson Hansen inquired.

Upon vote, the motion passed unanimously.

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

IV. Future Agenda Items

Alderperson Carpenter requested Parking & Traffic review parking restrictions on the south side of Helena Street to permanently reflect the temporary police orders during school events.

V. Adjournment

Mayor Boyd moved to adjourn the meeting at 8:37 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Respectfully submitted,
Betty Marovich

City of De Pere
Public Works Department Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer
Date: November 4, 2014
Subject: Discussion on Civic Group Signs

There are two civic group signs in the City. One sign is located on the west side near Bicentennial Park, and the other on the east side on STH 32/57 just north of Bomier Street. Each sign contains nine smaller civic group signs. Staff has been contacted by the De Pere's Women Group to place their civic group sign on the larger sign (See attached). The challenge is that there is no space on the signs as exists today.

Staff conducted research on the signs. A permit to locate the sign on the west side was issued by the Wisconsin Department of Transportation (WisDOT) in 1980. A permit was issued by WisDOT on October 12, 1978. Both signs appear to have been installed by the De Pere Lions Club. The City is listed as the current owner of both signs. Information on the permitting is attached. In reviewing the signs with staff, the City has been supplied with the individual civic group signs and City staff has placed the signs on the large sign.

Staff is requesting input from the Board on how to proceed with the sign request. There are several options that could be considered:

(1) Do nothing until another civic group sign is removed.
(2) Require all groups to provide smaller signs.
(3) Enlarge the sign on the west by lowering the bottom of the sign. Note that the east sign cannot be modified by lowering (too low) or raising (overhead power lines).
(4) Create a new sign. Note that a style will need to be determined. This has not been budgeted.
(5) Remove the large sign and do not replace.

There may be other options to those identified above.

Any major modifications to the existing signs will require approval from the Wisconsin Department of Transportation.

Susan Robertson
413 S. Good Hope Rd.
De Pere, WI 54115

10/29/14
Eric Rakers
City Engineer
City of De Pere
925 S. 6th Street
De Pere, WI 54115

Dear Mr. Rakers,

As a member, and past president, of the Woman's Club of De Pere, I request permission to post a sign(s), with our club's information, on the service club structures at the entrances to the City of De Pere.

The Woman's Club has been in existence, in De Pere, since 1911, and has contributed to our city, both monetarily, and with time and service, since our inception. Our garden group is responsible for much of the landscaping of the roundabouts and public areas, as well as the planters along some downtown sidewalks. We have consistently donated funds for the Riverwalk, Voyager Park, De Pere Historical Society, and Santa's House. We Presented the De Pere Rescue Squad and Paramedics with "PEDI-Bags" for the rescue vehicles, so that children, whose needs are vastly different from adults, could be better served. Students in De Pere High Schools annually receive college scholarships and WILS (leadership) scholarships to state programs. We give monetary aid to the high schools every

year to help provide safe graduation celebrations. Youngsters, in middle school, are eligible to participate in the General Federation of Women's Club's Helen Mears Art Contest where they may receive monetary prizes and local, state, and national recognition. Children, at the middle and elementary levels, are helped by our Tutoring Group. The annual Red Cross Fall Blood Drive at St. Norbert's College is staffed by our members. We, routinely, give money and foods/goods to De Pere Christian Outreach and the Food Pantry. Our club has been instrumental in sponsoring "Get Out and Vote" initiatives for many years. This past summer, our group constructed, placed, and supplied a "Little Free Library" on the De Pere Community Center property. We continue to maintain the library on a weekly basis, providing books, free of charge, to children, teens and adults. Finally, we serve throughout the metro area by giving to Golden House, the YWCA Women's Closet, Encompass Child Care, and area foundations which help the physically and mentally handicapped. We also help groups who provide unique services to those in need, who may not fit into general categories, like teens who cannot afford dresses to attend events like Prom or Homecoming.

I have only mentioned those things we do on a routine basis, but I believe this should give enough of an overview of our club to prove that we are worthy of being listed as a De Pere community service organization.

We will, happily, comply with whatever requirements for the sign production and placement you feel are necessary.

Thank you for your consideration,

Susan Robertson

Woman's Club of De Pere

State of Wisconsin \ DEPARTMENT OF TRANSPORTATION

DISTRICT [illegible]	7/21/78	gc
[illegible]	7/21/78	gc
[illegible]	7/21/78	gc
[illegible]	7/28/80	BR
FILED	7/21/78	gc

November 16, 1978

Norbert H. Neumeyer
226 South Clay Street
DePere, Wisconsin 54115

Outdoor Advertising Signs
Interstate & Federal Aid
Primary Highway Systems
Permit No. 5-0185-78
County of Brown

Signs which are along and visible from highways on either the Interstate or the Federal Aid Primary State Trunk Highway systems are regulated by state law.

The enclosed is state permit approval of the particular signing therein identified and described. This authorization recognizes that the said signing apparently conforms to the requirements of Section 84.30, Wis. Statutes, and to the Administrative Rules and Laws associated therewith and presently effective.

Any subsequent finding to the effect that the application includes any misrepresentation, or that the signing is otherwise in non-compliance with the applicable regulations at the time of permi issuance, may result in permit revocation.

Any present or future questions you may have respecting this authorization, and any inquiries with regard to sign matters in general or particular, should be directed to the office identifi at the lower left.

The enclosed authorizations are effective until superseded or revoked.

Sincerely,

G. T. Landsness

G.T. Landsness
Chief Maintenance Engineer

GTL:bjr

30429

85-17.00

RP 1480 + 0.55

57

Brown

APPLICATION FOR PERMIT TO INSTALL OUTDOOR SIGN
(Interstate and Federal Aid Primary Highway Systems)

State of Wisconsin / Department of Transportation

E-M-117 6-77

INSTRUCTIONS TO APPLICANT:

Submit this application to the Wis. Div. of Highways District office identified in the block entitled "Mail Completed Permit Application To:". Application shall include the following:

A. Three copies of this application form with all entries completed down to dotted line.

B. Three copies of a sign sketch illustrating the size (by dimensions), shape, color scheme and message of the proposed display.

C. Three copies of a site plan drawing, detailing sign positioning with respect to the highway, direction(s) of the sign's facing or facings, and whether the display will be on a building or free-standing. The location for On-property signing shall be referenced (distance shown) to the nearest part of the building in which the activity is conducted or managed. Include on the drawing, the locations of property lines; and developement features, such as customer parking lots.

D. One copy of some form of documentation from the jurisdictional zoning authority to prove how the property is zoned, include date current zoning was established. If no zoning has been assigned to the property, include a statement from the jurisdictional zoning authority, to the effect that the land is unzoned.

SIGN LOCATION AND SITE QUALIFICATION DATA

Interstate or Federal Aid Primary Highway No.	County	☐ Town ☒ City ☐ Village	Highway Side
WIS. 57 & 32	BROWN	OF: DE PERE	☐ North ☐ South ☒ East ☐ West

Proof supplied to indicate that the land zoning is: R-2

Since date of 1973

Sign to be ED Bomier's Add. to De Pere Township 114 Lot 6 & Strip Des in 540 253 BCR ☐ ist ☐ West

Distance between sign site and nearest highway intersection to either side of the regulated highway in both directions along the regulated highway: Indicate part of intersection from which measurement taken.

100 (Feet) North (East, West, North, South) of ℄ Bomier Road (Identify road measured from)

Distance from the highway right of way line, at least:	Sign to face: (Compass direction)	Sign Illumination
10 (feet)	SOUTH	☐ Steady light ☒ No lights

Name and address of person or company who will install the sign if approved:
DE PERE LIONS CLUB
DE PERE, WIS. 54115

Installer license number. If none, so state.
NONE

SIGN CATEGORY

- ☐ On-Advertised Property and on building:
- ☐ On Advertised property for guidance internal traffic:
- ☐ Directional as defined by subsec. 19.03 Adm. Code:
- ☐ Sign on officially designated school bus stop shelter (affidavit from school officials required)
- ☐ On-Property Free Standing
- ☐ Off-Advertised property (advance inform)
- ☐ More than 660 feet from Highway right of way:
- ☒ Official sign (City, Village, Town, County, State, official to be applicant):
- ☒ Service Club, Chamber of Commerce, or Religeous Sign.

Sign Type
☒ Single face: ☐ Back to back: ☐ Side-by side: ☐ "V" Type:

Name and address of applicant (type or letter)	Telephone:	Mail Completed Permit Application to:
NORBERT H. NEUMEYER	336-7224	State of Wisconsin Department of Transportation Division of Highways 1181 North Military Avenue Green Bay, WI 54303-3400
228 SO. CLAY ST.		
City: DE PERE	State: WIS.	Zip Code: 54115

The undersigned applicant hereby requests permission to install and/or maintain the advertising sign described herein. A CHECK in the amount of $ 20.00 is enclosed herewith as payment of the permit issuance fee.

C.O. Maint. 10-17-78 Date

X Norbert H. Neumeyer Signature of Permit Applicant

NOV 15 P.M.
Permits Unit

PERMIT

Subject to compliance by the applicant with all requirements of Section 84.30, Wis. Statutes, with Chapt. Hy-19, Wis. Administrative Code, with other statutes and codes applying, and with all standard and special provisions on the reverse face hereof or attached hereto, permit approval is hereby granted to authorize installation and maintenance of the specific advertising or informative display described herein at the precise location herein defined.

Access from the travel lane or any interchange ramp of any Interstate highway or any other controlled access highway for the installation, maintenance or repair of the sign is expressly prohibited.

Application No.	Sign Area (Sq. Ft.)	Fee Received	Permit Issuance Date	Permit Number
5-0190	54½	$ 20.00	11-16-78	5-0185-78

APPROVAL:

X G. J. Lambeau
Wis. Div. Highways, Chief Maintenance Engineer

THIS PERMIT IS REVOCABLE

3-1969

1) The sign described by this permit is subject to all applicable state controls pursuant to Section 84.30, Wisconsin Statutes, Chapter Hy-19 of the State of Wisconsin Administrative Code, and Chapter 196, Laws of 1975. This Permit does not, however, relieve the permittee from the duty to comply with any and all local zoning which may also apply to and regulate the sign and/or its structure or location. The holder of this permit is expected to comply with the requirements of the state law and code, as well as to any and all applicable requirements by other jurisdictional agencies and local zoning authorities. In the event multiple or conflicting controls are found to exist in relation to the sign, its structure and/or its location, the more restrictive conditions of such several regulations shall apply.

2) This permit does not authorize the damage or destruction of any tree or shrub within the limits of the highway right of way. No tree or shrub outside the limits of the highway right of way shall be cut, trimmed, or damaged or disturbed without the consent of the owner of such tree or shrub. Any cutting, trimming, damaging or disturbing of trees located within the limits of the highway right of way shall be cause for immediate revocation of this permit as well as prosecution through process of law.

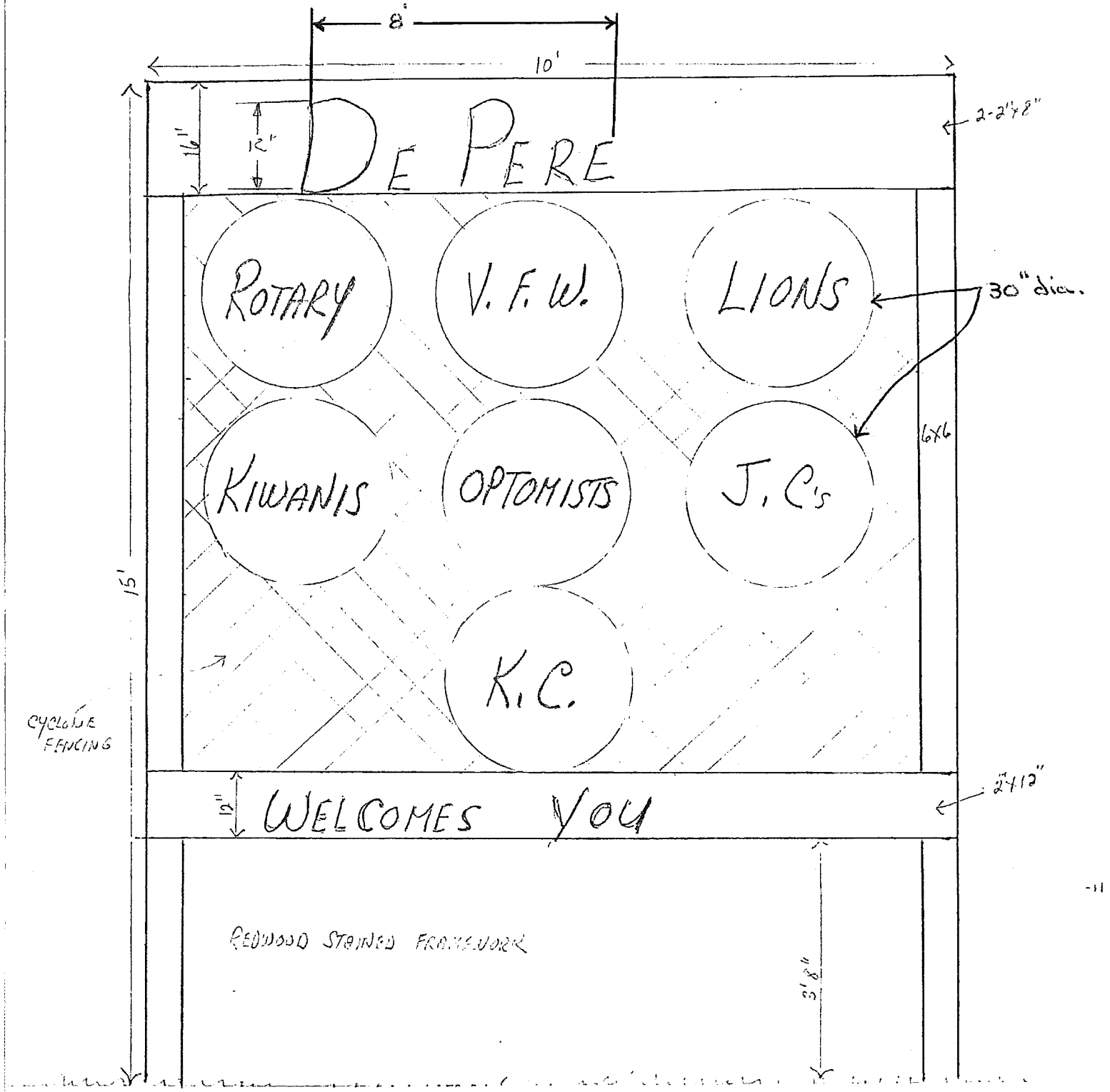
3) *(Applies only to "Directional" Signs as defined by Sub. 19.03, Wis. Administrative Code)*
The business or activity referenced herein has been state-inspected and found eligible to qualify for signing of the restrictive "Directional" sign category. The sign site eligibility has been established on basis of the criteria applicable to the "Directional" sign class.

   This permit does not authorize anything other than the installation and maintenance of a fully qualified "Directional" sign at the sign site the permit describes.

   The permittee is hereby placed on notice that if the sign message is later changed to advertise something other than a business which the issuing agency has determined to be eligible for signing of the "Directional" category; or if the sign (as thus changed) would exceed the number of "Directional" sign exposures for which a recognized activity is eligible under the state regulations, such change would have the effect of violating the conditions of this permit, thereby rendering its subsequent validity null and void.

4) *(Applies only to agricultural test plot areas)*
The activity advertised by the sign(s) herein described is seasonal. Issuance of this permit is conditioned upon the understanding that said sign(s) will remain visible from the regulated highway only for the duration of such activity or until October 20 of the permit-issuance year, whichever occurs first. Notice is hereby given that unless a request for an extension of time is expressly requested in writing prior to the cessation of such activity or October 20 of the permit-issuance year, whichever occurs first, any sign(s) hereby permitted which remains visible from the regulated highway thereafter will be removed by the State of Wisconsin without further notice. The permittee agrees to indemnify the State of Wisconsin, its employees and its agents, for the costs of such removal.

5) Nothing herein requires any property owner to have or to retain any sign upon his land which he may otherwise exclude or expel.


8'
10'
16"
12"
DE PERE
2-2"x8"
ROTARY
V. F. W.
LIONS
30" dia.
6x6
KIWANIS
OPTOMISTS
J. C's
K. C.
15'
CYCLONE FENCING
12"
WELCOMES YOU
2"x12"
REDWOOD STAINED FRAMEWORK
3'8"

N
10'
100'
Bomier Road
S.T.H. 32 & 57
℄

Oasis #:	4394	**Size (sq. ft.):**	150	**Zoning:**	Other
Old Oasis #:	304433	**Type 1:**	S	**Category:**	OFC
Old Permit #:	5-0185-78	**Type 2:**		**Chngbl Msg:**	
Owner's #:		**Facing:**	S	**NC Reason:**	
RP:	148 +0	**Side of Hwy:**	R	**Permit Date:**	11/16/1978
Inv Dir:	N	**HAGL:**		**Install Date:**	
Sort Hwy:	57	**R/W to Sign:**	0	**Rem/Exp Date:**	
Quadrant:	XXXX	**Lighted:**	☐	**Municipality:**	Town of De Pere
Section:	XXX			**County:**	05 BROWN
Town:	23			**Active:**	☑
Range:	20			**Followup Date:**	

Location from centerline of nearest intersection (below):
100' N OF BOMIER STR.

Approved Activity (Directional sign use only):

Note:

Sign Owner:	City of DePere
Address:	335 S. Broadway
Cty/St/Zip:	De Pere WI 54115

Land Owner:	City of DePere - 2810
Address:	335 South Broadway
Cty/St/Zip:	De Pere WI 54115

Installer:	OIS Default - 1
Address:	Unknown
Cty/St/Zip:	Unknown WI XXX






OCT 20 2006

State of Wisconsin \ DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS AND
TRANSPORTATION FACILITIES
4802 Sheboygan Avenue
P. O. Box 7916
Madison, WI 53707

April 30, 1980

DePere Lions Club
228 South Clay Street
DePere, Wisconsin 54115

	DATE	INITIAL	
DISTRICT LOG BOOK	5/19/80	DJM	
STATE NUMBER BOOK	5/19/80	DJM	
MAP LOCATION	6/16/80	BJR	
TAG NUMBER BOOK	7/29/80	BJR	
FILED			

Outdoor Advertising Signs
Interstate & Federal Aid
Primary Highway Systems
Permit # 3-0211-80
County of Brown

Signs which are along and visible from highways on either the Interstate or the Federal Aid Primary State Trunk Highway Systems are regulated by state law.

The enclosed is state permit approval of the particular signing therein identified and described. This authorization recognized that the said signing apparently conforms to the requirements of Section 84.30, Wis. Statutes, and to the Administrative Rules and Laws associated therewith and presently effective.

Any subsequent finding to the effect that the application includes any misrepresentation, or that the signing is otherwise in noncompliance with the applicable regulations at the time of permit issuance, may result in permit revocation.

Any present or future questions you may have respecting this authorization, and any inquiries with regard to sign matters in general or particular, should be directed to the office identified at the lower left.

The enclosed authorizations are effective until superseded or revoked.

Sincerely,

G. T. Landsness

G. T. Landsness
Chief Maintenance Engineer
Central Highway Maintenance

311659

GTL:bjr

Enclosure

1104-06-14 HWY 32

66 A 6.99 152.6 +0.01

APPLICATION FOR PERMIT TO INSTALL OUTDOOR SIGN
(Interstate and Federal Aid Primary Highway Systems)
E-M-417 11-78

... f Wisconsin / Department of Transportation

INSTRUCTIONS TO APPLICANT:

Submit this application to the District Office identified in the block entitled "Mail Completed Permit Application To:". Application shall include the following:

A. Three copies of this application form with all entries completed down to dotted line.
B. Three copies of a sign sketch illustrating the size (by dimensions), shape, color scheme and message of the propsed display.
C. Three copies of a site plan drawing, detailing sign positioning with respect to the highway, direction(s) of the sign's facing or facings, and whether the display will be on a building or free-standing. The location for On-property signing shall be referenced (distance shown) to the nearest part of the building in which the activity is conducted or managed. Include on the drawing, the locations of property lines; and development features, such as customer parking lots.
D. One copy of some form of documentation from the jurisdictional zoning authority to prove how the property is zoned, include date current zoning was established. If no zoning has been assigned to the property, include a statement from the jurisdictional zoning authority, to the effect that the land is unzoned.

SIGN LOCATION AND SITE QUALIFICATION DATA

Interstate or Federal Aid Primary Highway No.	County	☐ Town ☒ City ☐ Village	Highway Side
STH 32	BROWN	OF: DE PERE	☐ North ☒ South ☐ East ☐ West

Proof supplied to indicate that the land zoning is: _____

Since date of _____

Sign to be located within the _____ ¼ of the _____ ¼ of Section PRIVATE CLAIM # 39,

Township 23 N North, Range 20 ☒ East ☐ West,

Distance between sign site and nearest highway intersection to either side of the regulated highway in both directions along the regulated highway: Indicate part of intersection from which measurement taken.

700 (Feet) EAST (East, West, North, South) of NORTH BOUND US HY 41 (Identify road measured from)

Distance from the highway right of way line, at least:	Sign to face: (Compass direction)	Sign Illumination
ONE (feet)	WEST	☐ Steady light ☒ No lights

Name and address of person or company who will install the sign if approved: DE PERE LIONS CLUB

Installer license number. If none, so state. —

SIGN CATEGORY

☐ On-Advertised Property and on building:
☐ On-Advertised Property for guidance internal traffic:
☐ Directional as defined by subsec. 19.03 Adm. Code: (Signature of advertiser required)

X _____

☐ Sign on officially designated school bus stop shelter (affidavit from school officials required)
☒ Service Club or Chamber of Commerce Sign, or Religious Notice (Signature of advertiser required)

X [signature]

☐ On-Property Free Standing
☐ Off-Advertised Property (advance inform)
☐ More than 660 feet from Highway right of way: 0579 purple

☐ Official sign (City, Village, Town, County, State, official to be applicant): (Signature of advertiser required)

X _____

SIGN TYPE:

☒ Single Face ☐ Back to Back ☐ Side-By-Side ☐ "V" Type

Name and address of applicant (type or letter)	Mail Completed Permit Application To:
Name: DE PERE LIONS CLUB Telephone: 336-7224	State of Wisconsin Department of ... Division of ... Green Bay, WI 54304
Street Address: [illegible] SO. CLAY ST.	
City, State, Zip: DE PERE WIS. 54115	

The undersigned applicant hereby requests permission to install and/or maintain signing as described herein.
A CHECK in the amount of $ 20.00 is enclosed herewith as payment of the permit issuance fee.

Date _____ X [signature] Signature of Permit Applicant DE PERE LIONS CLUB

PERMIT

Subject to compliance by the applicant with all requirements of Section 84.30, Wis. Statutes, with Chapt. Hy-19, Wis. Administrative Code, with other statutes and codes applying, and with all standard and special provisions on the reverse face hereof or attached hereto, permit approval is hereby granted to authorize installation and maintenance of the specific advertising or informative display described herein at the precise location herein defined. This permit will expire one year after the Permit Issuance Date if the sign permitted here is not installed by that time.

Access from the travel lane or any interchange ramp of any Interstate highway or any other controlled access highway for the installation, maintenance or repair of the sign is expressly prohibited.

Application No.	Sign Area (Sq. Ft.)	Fee Received	Permit Issuance Date	Permit Number
S-0216	100	CK # 981 $20.00	4/30/80	S-0211-80

APPROVAL:

X [signature]
Wis. Div. of Transportation Facilities
Chief Maintenance Engineer

THIS PERMIT IS REVOCABLE

3-2201

1) The sign described by this permit is subject to all applicable state controls pursuant to Section 84.30, Wisconsin Statutes and Chapter Hy-19 of the State of Wisconsin Administrative Code. This Permit does not, however, relieve the permittee from the duty to comply with any and all local zoning which may also apply to and regulate the sign and/or its structure or location. The holder of this permit is expected to comply with the requirements of the state law and code, as well as to any and all applicable requirements by other jurisdictional agencies and local zoning authorities. In the event multiple or conflicting controls are found to exist in relation to the sign, its structure and/or its location, the more restrictive conditions of such several regulations shall apply.

2) This permit does not authorize the damage or destruction of any tree or shrub within the limits of the highway right of way. No tree or shrub outside the limits of the highway right of way shall be cut, trimmed, or damaged or disturbed without the consent of the owner of such tree or shrub. Any cutting, trimming, damaging or disturbing of trees located within the limits of the highway right of way shall be cause for immediate revocation of this permit as well as prosecution through process of law.

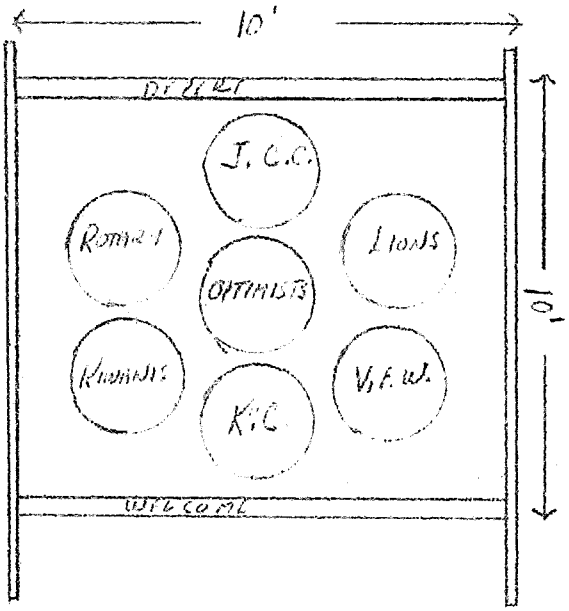
3) *(Applies only to "Directional" Signs as defined in Sub. 19.03, Wis. Administrative Code)*
The business or activity referenced herein has been state-inspected and found eligible to qualify for signing of the restrictive "Directional" sign category. The sign site eligibility has been established on basis of the criteria applicable to the "Directional" sign class.

This permit does not authorize anything other than the installation and maintenance of a fully qualified "Directional" sign at the sign site the permit describes.

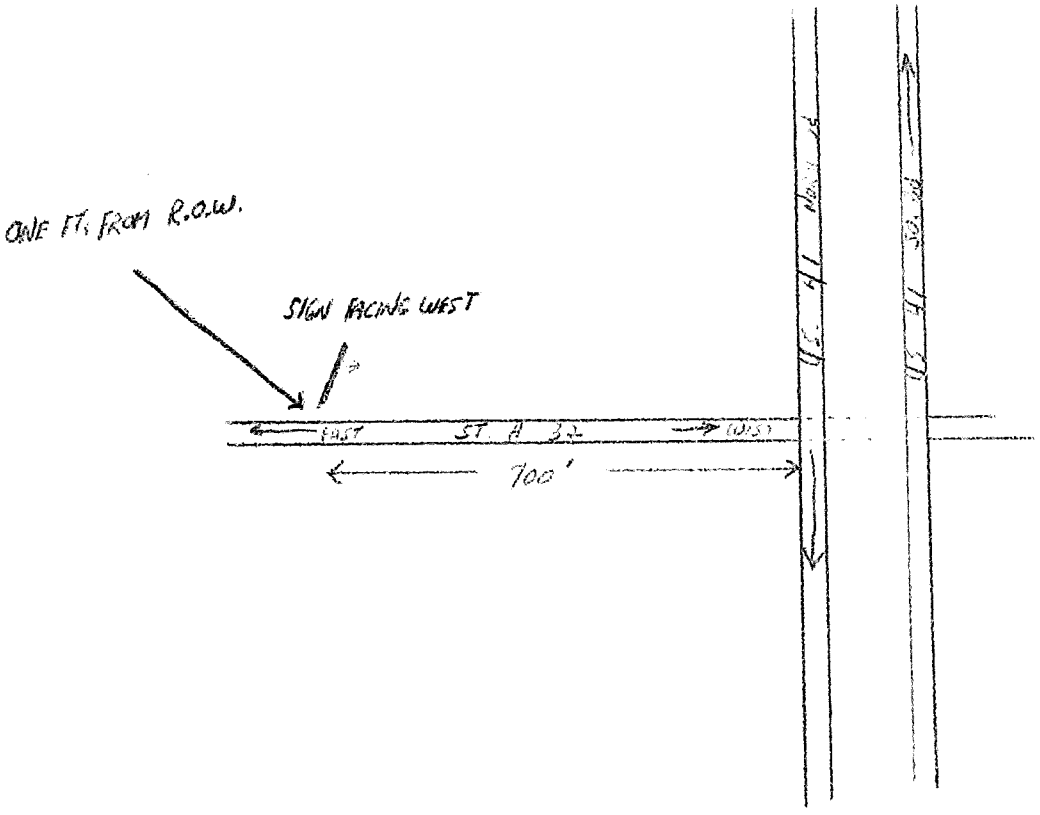
The permittee is hereby placed on notice that if the sign message is later changed to advertise something other than a business which the issuing agency has determined to be eligible for signing of the "Directional" category; or if the sign (as thus changed) would exceed the number of "Directional" sign exposures for which a recognized activity is eligible under the state regulations, such change would have the effect of violating the conditions of this permit, thereby rendering its subsequent validity null and void.

4) *(Applies only to agricultural test plot areas)*
The activity advertised by the sign(s) herein described is seasonal. Issuance of this permit is conditioned upon the understanding that said sign(s) will remain visible from the regulated highway only for the duration of such activity or until October 20 of the permit-issuance year, whichever occurs first. Notice is hereby given that unless a request for an extension of time is expressly requested in writing prior to the cessation of such activity or October 20 of the permit-issuance year, whichever occurs first, any sign(s) hereby permitted which remains visible from the regulated highway thereafter will be removed by the State of Wisconsin without further notice. The permittee agrees to indemnify the State of Wisconsin, its employees and its agents, for the costs of such removal.

5) Nothing herein requires any property owner to have or to retain any sign upon his land which he may otherwise exclude or expel.



EACH IND. SIGN
30" DIAM.



Oasis #:	5460	**Size (sq. ft.):**	96	**Zoning:**	Other
Old Oasis #:	311660	**Type 1:**	S	**Category:**	SER-Grouped
Old Permit #:	5-0211-80	**Type 2:**		**Chngbl Msg:**	
Owner's #:		**Facing:**	W	**NC Reason:**	
RP:	153 +0.01	**Side of Hwy:**	R	**Permit Date:**	4/30/1980
Inv Dir:	E	**HAGL:**		**Install Date:**	
Sort Hwy:	32	**R/W to Sign:**	0	**Rem/Exp Date:**	
Quadrant:	PC	**Lighted:**	☐	**Municipality:**	City of De Pere
Section:	29			**County:**	05 BROWN
Town:	23			**Active:**	☑
Range:	20			**Followup Date:**	

Location from centerline of nearest intersection (below):
700' E OF NB USH 41

Approved Activity (Directional sign use only):

Note:

Sign Owner:	City of DePere
Address:	335 S. Broadway
Cty/St/Zip:	De Pere WI 54115

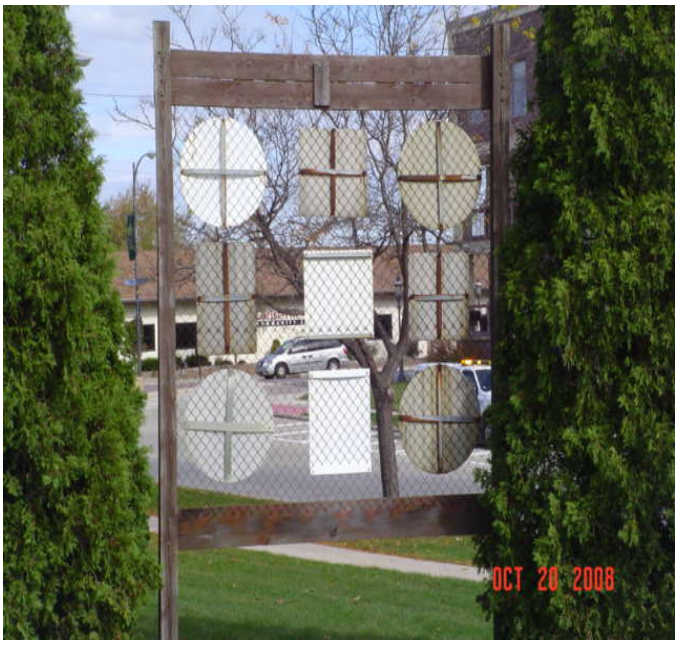
Land Owner:	City of DePere - 2810
Address:	335 South Broadway
Cty/St/Zip:	De Pere WI 54115

Installer:	OIS Default - 1
Address:	Unknown
Cty/St/Zip:	Unknown WI XXX






DE PERE
WELCOME
OCT 20 2008


OCT 20 2008

Board of Public Works

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

Regular Meeting

Final Minutes

Monday, November 10, 2014 7:30 PM De Pere City Hall Council Chambers

I. Call to Order

The meeting was called to order at 7:30 PM by Mayor Michael J. Walsh

Attendee Name	Title	Status	Arrived
Dean Raasch	Alderperson	Present	
Kevin Bauer	Alderperson	Present	
James Boyd	Alderperson	Present	
Jim Kneiszel	Alderperson	Present	
Michael J. Walsh	Mayor	Present	

Others present were Scott Thoresen, Public Works Director, Eric Rakers, City Engineer, and Pam Denis, Recording Secretary.

II. Public Comment

None.

III. Items

1. Approval of the Minutes of the October 13, 2014 Board of Public Works Meeting.

   Alderperson Kneiszel moved to approve the Board of Public Works October 13, 2014 minutes, Alderperson Raasch seconded the motion. Upon vote, the motion passed.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jim Kneiszel, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

2. Consider Celebrate De Pere Request*

   Scott Thoresen, Director of Public Works reviewed Celebrate De Pere's request for the City's street department to assist with setting up for their event for 2015. He presented the estimated costs for the street department to set up and take down based on the costs for the 2014 event. Mayor Walsh moved to approve the request for the City's street department to assist with setting up and taking down the Celebrate De Pere 2015 event, Alderperson Kneiszel seconded the motion. Upon vote, the motion passed.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Jim Kneiszel, Alderperson
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

3. Consider Updates to the Civic Group Signs

   Eric Rakers, City Engineer, presented the Woman's Club of De Pere's request to add their sign to the City signs. He presented pictures and research on the two signs that the City has, one on the west side near Bicentennial Park and one on the east side on STH 32/57 just north of Bomier Street. Discussion followed in regard to policy on signage placement, enlarging the sign, removing signs that no longer were active. Engineer

Rakers shared that the Department of Transportation issued the permit for the City of De Pere signs, and the City is the owner of the signs. The signs were originally installed by the Lions Club. Alderperson Raasch moved to approve the Woman's Club of De Pere's request to add their sign to the City signs with the condition that the City contact the clubs that were no longer functioning and remove their signs, Alderperson Boyd seconded the motion. Upon vote, the motion passed. Engineer Rakers said that he will do research on creating a policy in regard to the signs and bring it back to the Board of Public Works.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

4. Consider Revocable Occupancy Permit – 500 Main Street*

Scott Thoresen, Director of Public Works, reviewed Jerry Van Dyn Hoven's request for a Revocable Occupancy Permit at 500 Main Street. His request was to place dumpsters in an area that encroaches on the City's right-of-way. Discussion followed. Mayor Walsh moved to approve the request for a Revocable Occupancy Permit at 500 Main Street, Alderperson Bauer seconded the motion. Upon vote, the motion passed.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Kevin Bauer, Alderperson
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

5. Consider Recommended Updates to the Truck Access Routes*

City Engineer Rakers, stated that the Truck Route Codes lists routes in the city used by trucks. He said that the last update was in 2005. He presented a map with the updated truck routes. The map indicates that all state highways are truck routes, and also reflects some previously unlisted county roads as truck routes. City Engineer Rakers stated that the intent of the updated maps designating county roads as truck routes is to shift trucks from Libel Street, as it is not built for trucks. Alderperson Boyd moved to approve the recommended updates to the truck access routes, Alderperson Bauer seconded the motion. Upon vote, the motion passed.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Alderperson
SECONDER:	Kevin Bauer, Alderperson
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

6. Consider Recommendations From City Engineer for Parking and Traffic Action Items*

Eric Rakers, City Engineer, reviewed the 4 Parking and Traffic Action Items below:

*Recommendation to install a yield sign on Mollie's Way at Estes Drive. Installation of a yield sign at this location conforms to the City's "Unsignalized Intersection Policy".

*Recommendation to paint parking stalls by Fifth Street north of 500 Main Avenue intersection to prevent vehicles form obstructing truck turning

movements there.
*Recommendation to paint parking stalls on the west side of Superior just south of George Street, part of the central business district, to address a concern for parking for businesses and also individuals parking for the school by that intersection.
*Recommendation to paint the crosswalk for the intersection on Ryan Road and Melcorn Streets. The intersection is properly designed with sidewalk ramps, however the intersection crosswalk is not painted. Given the pedestrian usage, and the location to the school and trail, staff felt the request meets the need.

Discussion followed. Alderperson moved to approve the four recommendations presented by City Engineer Rakers, Mayor Walsh seconded the motion. Upon vote, the motion passed.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Michael J. Walsh, Mayor
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

IV. Future Agenda Items

None

V. Adjournment

Mayor Walsh moved to adjourn the meeting, Alderperson Raasch seconded the motion. Upon vote, the motion passed and the meeting was adjourned at 8:16pm.

Respectfully submitted,
Pam Denis

City of De Pere
Public Works Department Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer
Date: March 4, 2015
Subject: Consider Civic Group Plaque Policy

At the November 10th, 2014 Board of Public Works, we had a discussion regarding the placement of civic group plaques on the City's two welcome signs. A copy of the original memo is attached. Based on that discussion, staff was instructed to create a policy for addressing the request of placement of plaques on the City's two welcome signs.

Staff has created an application, policy, plaque standard and exhibit to address future plaque placement based on the discussion. These items are included in the packet.

An application has been created for the placement of plaques. An installation fee of $100 has been established to cover the cost of installation. The form will be reviewed and approved by the Director of Public Works.

The policy will be included with the application packet. The policy provides detailed information to applicants. The policy is based on the City's banner policy and discussion at the Board. The policy in its entirety is included below:

I. PURPOSE

The City hereby establishes limited public forums via the placement of plaques for the sole purpose of publicizing civic groups active in the City. The City expressly declines to designate any of the locations identified in this policy as 'traditional' public forums. The City finds that, in order to protect the public interest in maintaining the aesthetics of the City and in the interest of promoting the City and its civic vitality, it is in the public interests to establish this policy. This policy specifically applies to the two welcome signs located at Bicentennial Park on the west side and STH 32/57 and Bomier Street on the east side.

II. PLAQUES ON CITY WELCOME SIGNS

Application

1. *All requests for the placement of civic group plaques on the City's welcome sign shall be made to the Director of Public Works (the Director). Final approval shall be made by the Director. The applicant shall comply with any updated signing standards created after this policy is established.*

2. *The Director shall review the application. If any request fails to meet any of the requirements of this policy, the Director shall deny the request.*
3. *A $100 application installation fee shall accompany the application. The fee applies to new sign installations.*
    i. *There is no fee for signs replaced due to fading.*
    ii. *There is no fee if the City rearranges existing signs.*
    iii. *If the new sign installation is not approved, the fee will be returned.*

B. *<u>Requirements</u>*

1. *Approval of plaque will be restricted to the following:*
    (a) *Plaque placement shall be for civic organizations existing and active within the corporate limits of the City. For the purposes of this policy, a civic organization is defined as an association, society or group which includes one or more city non-profit organizations; active is defined as a completing at least one activity for the benefit of the community on a yearly basis.*
2. *Applications shall be accepted on a first come-first served basis.*
3. *In the event that the City welcome signs are full, new plaques will not be added until another civic group plaque is removed or a new welcome sign is created allowing for additional space.*
4. *The Director reserves the right to remove civic group signs as follows:*
    (a) *The civic group is no longer located in the City.*
    (b) *A civic group is no longer active in the City as defined above.*
5. *Prior to removing a sign, the Director will direct City staff to contact to contact the civic group in question. Staff will report back to the Director on the status of the group. If the Director decides to remove the civic group, City staff will remove the plaque and return to the civic group. If the civic group does not want the plaque, City staff will dispose of the plaque*
6. *Plaques shall not bear the name or likeness of any alcohol beverage, tobacco product or contain images or sayings which, in the opinion of the Director, are offensive.*
7. *The design or aesthetics of the plaque shall not conflict with the historic character of De Pere's Historic Downtown as determined in the reasonable discretion of the Director.*
8. *All plaques shall be constructed of a material conforming to City sign standards.*

IX. PLACEMENT/REMOVAL OF SIGNS

A. *When new plaques are approved, the civic group will supply the plaque to the City. The plaque size shall conform to City standards established for the other civic group plaques on the City's sign. The plaque shall be installed by City staff. The civic group is responsible for the cost of the plaque. The City will install the plaque at City cost. This cost is included in the application fee.*
B. *All plaques shall be erected and removed only by City of De Pere employees. If plaques become deteriorated and/or faded, the Director shall notify the*

Civic group of the issue. The Civic group will be given one month to repair or replace the plaque. If the plaque is not repaired or replaced, the City reserves the right to remove the plaque.

The plaque sized has been set to a 30" diameter. This matches the size of the existing round plaques on the City's welcome sign. The material of the plaques matches the City's sign standard.

Finally, the ultimate plaque layout on the City's welcome sign is included. Under the final layout, all signs will need to be changed to the 30" diameter round signs. An interim sign layout has been included that will permit the temporary addition of future plaques.

Staff recommends approval of the application, policy, plaque standard, and plaque layout.

CITY OF DE PERE
CIVIC GROUP WELCOME SIGN POLICY
(3/2015)

I. PURPOSE

The City hereby establishes limited public forums via the placement of plaques for the sole purpose of publicizing civic groups active in the City. The City expressly declines to designate any of the locations identified in this policy as 'traditional' public forums. The City finds that, in order to protect the public interest in maintaining the aesthetics of the City and in the interest of promoting the City and its civic vitality, it is in the public interests to establish this policy. This policy specifically applies to the two welcome signs located at Bicentennial Park on the west side and STH 32/57 and Bomier Street on the east side.

II. PLAQUES ON CITY WELCOME SIGNS

A. Application

1. All requests for the placement of civic group plaques on the City's welcome sign shall be made to the Director of Public Works (the Director). Final approval shall be made by the Director. The applicant shall comply with any updated signing standards created after this policy is established.
2. The Director shall review the application. If any request fails to meet any of the requirements of this policy, the Director shall deny the request.
3. A $100 application installation fee shall accompany the application. The fee applies to new sign installations.
    i. There is no fee for signs replaced due to fading.
    ii. There is no fee if the City rearranges existing signs.
    iii. If the new sign installation is not approved, the fee will be returned.

B. Requirements

1. Approval of plaque will be restricted to the following:
   (a) Plaque placement shall be for civic organizations existing and active within the corporate limits of the City. For the purposes of this policy, a civic organization is defined as an association, society or group which includes one or more city non-profit organizations; active is defined as a completing at least one activity for the benefit of the community on a yearly basis.
2. Applications shall be accepted on a first come-first served basis.
3. In the event that the City welcome signs are full, new plaques will not be added until another civic group plaque is removed or a new welcome sign is created allowing for additional space.
4. The Director reserves the right to remove civic group signs as follows:
   (a) The civic group is no longer located in the City.
   (b) A civic group is no longer active in the City as defined above.
5. Prior to removing a sign, the Director will direct City staff to contact to contact the civic group in question. Staff will report back to the Director on the status of the group. If the Director decides to remove the civic group, City staff will remove the plaque and return to the civic group. If the civic group does not want the plaque, City staff will dispose of the plaque
6. Plaques shall not bear the name or likeness of any alcohol beverage, tobacco product or contain images or sayings which, in the opinion of the Director, are offensive.
7. The design or aesthetics of the plaque shall not conflict with the historic character of De Pere's Historic Downtown as determined in the reasonable discretion of the Director.
8. All plaques shall be constructed of a material conforming to City sign standards.

IX. PLACEMENT/REMOVAL OF SIGNS

A. When new plaques are approved, the civic group will supply the plaque to the City. The plaque size shall conform to City standards established for the other civic group plaques on the City's sign. The plaque shall be installed by City staff. The civic group is responsible for the cost of the plaque. The City will install the plaque at City cost. This cost is included in the application fee.

B. All plaques shall be erected and removed only by City of De Pere employees. If plaques become deteriorated and/or faded, the Director shall notify the Civic group of the issue. The Civic group will be given one month to repair or replace the plaque. If the plaque is not repaired or replaced, the City reserves the right to remove the plaque.

Application for Civic Group Plaque on City Welcome Sign

ADDRESS:_____

PHONE: _____

EMAIL: _____

By signing this Application Request form, Requestor hereby certifies and agrees that:

1. He/she has the authority of _____to sign this application on behalf of
   Name of group
   _____and to bind _____
   Name of group Name of group

   To the obligations contained herein.

2. A $100.00 application installation fee shall be included with the application. The fee applies to new sign installations. If the new sign installation is not approved, the fee will be returned.

3. Requestor shall save and hold the City of De Pere and its officials, officers and employees harmless from any and all injury that may occur to any party as the result of employees harmless from any and all injury that may occur to any party as the result of activities described herein. This provision is intended to indemnify and hold harmless the City of de Pere to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement.

4. Requestor understands that use of the Welcome Sign for its plaque confers with it no property rights or interests and that, because the property is public property, the use of the welcome sign may be revoked at any time.

5. Requestor has read and agrees to the City of De Pere's Civic Group welcome Sign Policy.

Approved:

DATE:_____ _____

Scott Thoresen, Director Public Works

_____
Print Name

_____
Name of Civic Organization

CITY OF DE PERE SIGN STANDARD

SIZE: 30” Diameter

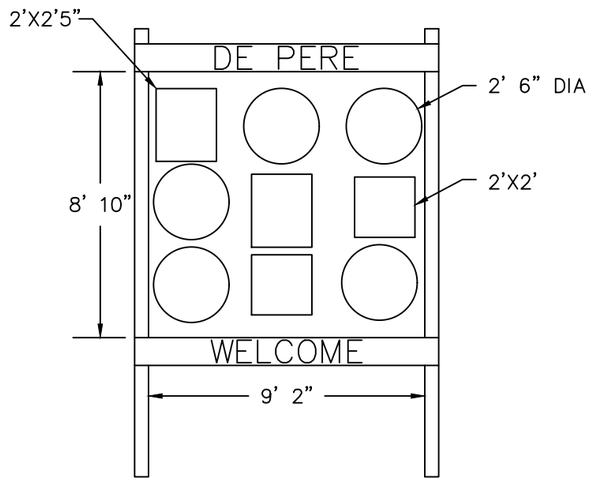
ENGINEER GRADE SHEETING: 7-8 mil

HIGH INTENSITY PRISMATIC SHEETING: 9-11 mil

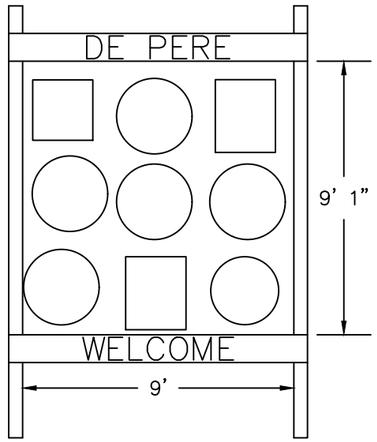
ELECTROCUT FILM: 5-6 mil

ROAD SIGN THICKNESS: .080 Aluminum

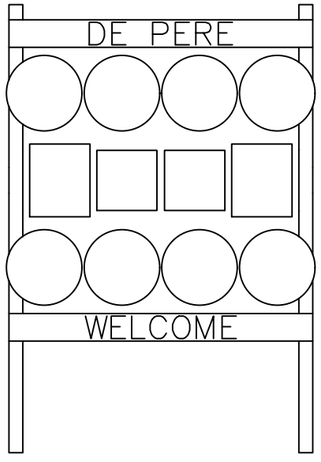
WEST SIDE EXISTING
STH 32/57 AND BOMIER ST



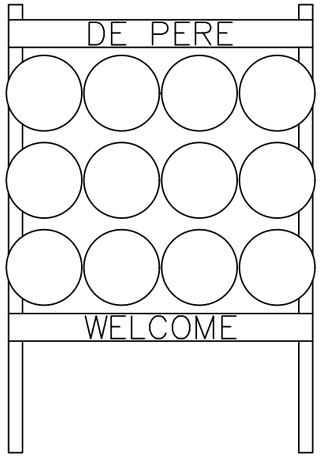
EAST SIDE EXISTING
BICENTENNIAL PARK



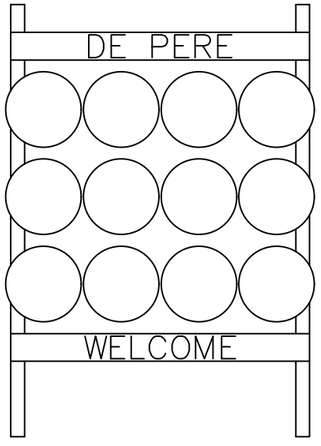
WEST SIDE TEMPORARY EXPANSION



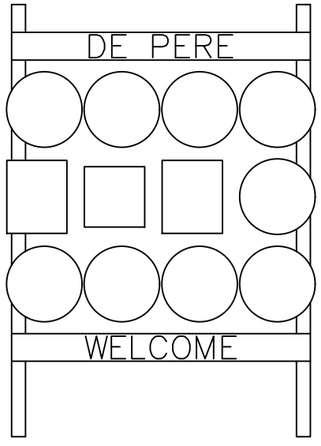
WEST SIDE PROPOSED



EAST SIDE PROPOSED



EAST SIDE TEMPORARY EXPANSION



CITY OF DE PERE
ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

DE PERE CIVIC GROUP SIGNS

NAME: De Pere Civic Group Signs

	BY	DATE
SURVEYED		
DRAWN	MPJ	01-2015
DESIGNED		
CHECKED		

REVISIONS / ISSUES

NO.	DATE	BY	REMARKS

PAGE NO. 1

Board of Public Works

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

Regular Meeting

Final Minutes

Monday, March 9, 2015 | 7:30 PM | De Pere City Hall Council Chambers

I. Call to Order

The meeting was called to order at 7:30 PM by Mayor Michael J. Walsh

Attendee Name	Title	Status	Arrived
Dean Raasch	Alderperson	Present	
Kevin Bauer	Alderperson	Present	
James Boyd	Alderperson	Present	
Jim Kneiszel	Alderperson	Present	
Michael J. Walsh	Mayor	Present	

Others present were Scott Thoresen, Director of Public Works, Eric Rakers, City Engineer, and Debbie Zierson, Recording Secretary.

II. Public Comment

III. Items

1. Approval of the Board of Public Works February 9, 2015 Meeting Minutes

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

2. Consider Award of Contract 15-01 Sewer & Water Relay & Street Resurfacing*

Alderperson Bauer moved to approve the bid for Project 15-01 Sewer and Water Relay and Street Resurfacing to Jossart Brothers, Inc. in the amount of $1,618,931.35, Alderperson Kneiszel seconded the motion. Upon vote, the motion passed.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Jim Kneiszel, Alderperson
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

3. Consider Award of Contract 15-03 Sewer Lining-CIPP*

Alderperson Boyd moved to approve the bid for Project 15-03 Sewer Lining - CIPP to Insituform Technologies USA, Inc. in the amount of $208,896.00, Alderperson Raasch seconded the motion. Upon vote, the motion passed.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

4. Consider Award for Project 15-13 Crackfilling*

Alderperson Bauer moved to approve the bid for Project 15-13 Crackfilling to Asphalt Seal & Repair, Inc. in the amount of $87,468.00, Mayor Walsh seconded the motion. Upon vote, the motion passed.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Michael J. Walsh, Mayor
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

5. Consider Award of Contract 15-15 Televising*

Alderperson Bauer moved to approve the bid for Project 15-15 Televising to Green Bay Pipe & TV, LLC in the amount of $53,793.00, Alderperson Kneiszel seconded the motion. Upon vote, the motion passed.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Jim Kneiszel, Alderperson
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

6. Consider Quotes for Storm Water Management*

Alderperson Bauer moved to accept the quote from R.A. Smith National, Inc. for the Storm Water Management Planning estimated at $34,412.52, Mayor Walsh seconded the motion. Discussion followed that all five items came in under budget. Upon vote, the motion passed.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Michael J. Walsh, Mayor
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

7. Consider 2014 Annual Report for the Wisconsin Department of Natural Resources MS4 General Permit*

Eric Rakers, City Engineer, reviewed the Annual Report prepared by the Engineering Department for the MS4 General Permit for storm water discharge for the 2014 calendar year. This report is required to be submitted to the Wisconsin Department of Natural Resources (WDNR) by the end of March. Engineer Rakers explained that once approved by the Board of Public Works, it will go to the Common Council for approval. Mayor Walsh moved to approve the Annual Report for the MS4 General Permit for submittal to the
WDNR, Alderperson Raasch seconded the motion. Upon vote, the motion passed.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Dean Raasch, Alderperson
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

8. Discussion of Prohibiting Salvaging Materials Dropped Off At Municipal Service Center*

Scott Thoresen, Director of Public Works, reviewed the current practice for the rubbish, bulky item drop off site located at the Municipal Service Center for use by De Pere residents. He stated that the drop off site was created for De Pere residents when the City went to only twice a year curbside pick up for rubbish and bulky items. The drop off material is taken to a land fill by the City. Director Thoresen explained that people are allowed to salvage material from the drop off site. He also explained that this has

developed into a nuisance, as the salvaged materials are cluttering up resident yards, becoming unsightly. The Building Inspection Department and the Police Department have been writing citations for those residents with the accumulation of salvage on their properties, but the situation has not been resolved. Director Thoresen requested that the Board of Public Works approve a request to prohibit salvaging of material from the City of De Pere drop off site and have the City Attorney draft such an ordinance for presentation to the Common Council. Alderperson Boyd moved to approve the staff recommendation to prohibit salvaging of material from the drop off site and to have the City Attorney draft an ordinance, Alderperson Raasch seconded the motion. Discussion followed including suggestions to educate the local scrappers in regard to the upcoming changes, enforcement through the video cameras already installed at the site, how other communities do not allow salvaging, and possibly including on the signage by the drop off site that if an article is recyclable it could be taken to such resources as Habitat for Humanity or thrift shops. Upon vote, the motion passed.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

9. Utility Conveyance of Rights to the Wisconsin Department of Transportation - STH 32/57 & CTH X*

Eric Rakers, City Engineer, reviewed the Wisconsin Department of Transportation (WisDOT) request for signing Form DT1660-Conveyance of Rights in Land to WisDOT for the sanitary sewer identified on the presented right of way plat. WisDOT is preparing for the reconstruction of the STH 32/57 and CTH X intersection to a roundabout. Engineer Rakers stated that WisDOT is requiring action for a small portion of the City sewer located in the easement that was within the purchased right of way. He also explained that the City will be compensated for relocating the existing sanitary sewer if required by WisDOT in the future. If the City adds new sewer facilities at this location after the right of way was acquired, any relocation of the new facilities will be the responsibility of the City. Mayor Walsh moved to approve the WisDOT request for signing Form DT1660-Conveyance of Rights in Land to WisDOT for the sanitary sewer identified on the attached right of way plat, subject to changes deemed necessary by the City Attorney, Alderperson Bauer seconded the motion. Upon vote, the motion passed.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Kevin Bauer, Alderperson
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

10. Consider Civic Group Plaque Policy for City Welcome Signs

Eric Rakers, City Engineer, shared a follow up from the Board of Public Works meeting on November 10, 2014 on creating a policy regarding adding signage to the City of De Pere Welcome signs. Engineer Rakers read the policy, which included verbage regarding standards for signs, placement, definition of active community organizations, keeping signs current, and replacement of signs. Discussion followed including desire to have the final approval of signs made by the Director of Public Works with advice and consent from the City Attorney. Alderperson Boyd moved to approve the staff recommendation of the approval of the application, Civic Group Plaque Policy for Welcome Signs, plaque

standard and plaque layout amended under Section II, Application, 1. to state "Final approval shall be made by the Director with advice and consent from the City Attorney", Mayor Walsh seconded the motion. Upon vote, the motion passed.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Alderperson
SECONDER:	Michael J. Walsh, Mayor
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

11. Consider Sidewalk Width Policy

Eric Rakers, City Engineer, presented a new sidewalk width policy for the Board to review. He stated that the previous sidewalk width standard was 4 feet 8 inches, which is found in the majority of older areas of the City. The new policy, as presented by Engineer Rakers, better defines when new or replaced sidewalk is to be constructed to five feet and also how transitions in sidewalk widths will be made. The staff recommendation is to establish a sidewalk width policy as follows:

* All sidewalks installed for new construction will be installed at a five foot width, even if the adjacent properties have a sidewalk width of 4.67 feet.
* Existing sidewalk replacement, where a minimum of 50 continuous feet is being replaced, will be constructed to a five foot width. The continuous footage is independent of lot lines, such that if 30 feet is on one parcel, and 20 feet is on another, both property owners will need to install five foot wide sidewalk.
* Existing sidewalk replacement, where one side of the slab is adjacent to sidewalk with a five foot width will be constructed to a five foot width.
* Existing sidewalk replacement, in which less than 50 continuous feet of sidewalk is being replaced will be constructed to match the widest adjacent sidewalk.

Mayor Walsh moved to approve the staff recommendations as stated above, Alderperson Raasch seconded the motion. Discussion followed. Upon vote, the motion passed.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Dean Raasch, Alderperson
AYES:	Raasch, Bauer, Boyd, Kneiszel, Walsh

IV. Future Agenda Items

Alderperson Raasch asked for any follow-up on the lighting and pedestrian crossing at roundabouts. City Engineer Rakers stated that he had contacted the Wisconsin Department of Transportation for information and also to invite them to speak at a Board of Public Works meeting concerning this topic. They were not ready to do so at this time, but suggested using some of their information on-line in regard to roundabouts. Engineer Rakers spoke with the Police Department to set up some ideas on enforcement for pedestrian crossing at roundabouts. He also contacted Brown County and looked at an American Society of Civil Engineers' (ASCE)
webinar for their recommendations. City Engineer Rakers will come back to the Board with a list of progressive steps that can be taken before implementing the more expensive pedestrian push button for lights. This discussion will take place some time in the future.

V. Adjournment

Mayor Walsh moved to adjourn the Board of Public Works March 9, 2015 meeting, Alderperson Bauer seconded the motion. The meeting was adjourned at 8:23pm.

Respectfully submitted,
Pam Denis

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 16, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to keep the existing declining rate structure for water volume charges as part of the PSC Rate Case.**

The Board of Public Works at the January 8, 2024 meeting approved keeping the existing declining rate structure for water volume charges as part of the PSC Rate Case and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- Consider Water Volume Charges for PSC Rate Case 1-2-2024 (DOCX)
- 2023-09-11 Board of Public Works - Full Minutes-2545 (PDF)
- PSC - General Service - Metered 1-2-2024 (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: January 2, 2024
RE: Consider and Possible Action on Water Volume Charges for PSC Rate Case*

At the September 11, 2023 BOPW meeting, the Board approved hiring a consultant to assist the City with applying for a PSC conventional water rate application. (See attached minutes) The PSC provides a water utility the following three (3) options when considering water volume charges:

- Declining rate structure – The rates decrease as the volume increases per quarter.
- Constant rate structure – The rate remains fixed no matter what volume is used per quarter.
- Inclining rate structure – The rate increases as the volume increases per quarter.

The City's existing water rate structure for water volume charges is the declining rate structure where the rate declines as the volume exceeds 50,000 gallons of water per quarter. (See attached PSC rate)

Staff is recommending keeping the existing declining rate structure since we do not have a water shortage and have significant additional capacity to provide customers with water.

Board of Public Works

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

Regular Meeting

Final Minutes

Monday, September 11, 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	

Others present:
Scott Thoresen, Public Works Director
Eric Rakers, City Engineer
Tony Fietzer, Street Superintendent
Larry Delo, City Administrator (Remote)
Pamela Manley, Finance Director
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 August 7, 2023 Board of Public Works Meeting Minutes

   Alderperson Carpenter moved to approve the August 7, 2023 Board of Public Works Meeting Minutes, seconded by Alderperson Raasch. 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. Consideration and possible action for Driveway Request along Main Avenue for the proposed North Shore Bank – 820 Main Avenue

   Eric Rakers, City Engineer, explained the request from the proposed North Shore Bank at 820 Main Avenue to install a commercial driveway off Main Avenue, replacing two current residential driveways.

   Alderperson Hansen moved to approve the driveway request along Main Avenue for the proposed North Shore Bank at 820 Main Ave, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

3. Consideration and possible action on award on Request for Proposals for Phragmites Mitigation*

Eric Rakers, City Engineer, outlined the project limits, budget, and proposal received for phragmites mitigation.

Alderperson Hansen moved to approve the proposal from Merjent for phragmites mitigation, seconded by Alderperson Raasch.

Alderperson Hansen asked if residents will be notified of this work occurring in their neighborhoods. Mr. Rakers stated that staff did not notify in 2022 because the work is currently only occurring on City owner property. Mr. Rakers added that residents may receive notification in the future if mitigation work occurs in easements or other rights-of-way.

Upon vote, the motion passed unanimously.

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

4. Consideration and possible action for Consultant Services for Conventional Water Rate Application*

Scott Thoresen, Public Works Director, explained the process the City needs to follow to apply for a conventional water rate case with the Wisconsin Public Service Commission (PSC) and recommended hiring Onward Accounting & Consulting LLC in the amount of $8,900 to assist in the process. Mr. Thoresen stated that the City was not eligible for a simplified rate case and was encouraged to perform the conventional rate case. Mr. Thoresen added the rate case would likely not be completed and implemented, if deemed necessary, until 2024.

Alderperson Hansen asked staff for additional information regarding a 2022 audit for cash flow and deficits. Pamela Manley, Finance Director, was able to report that the cash flow had improved by approximately $700,000 but stated as costs increase and additional capital improvement work is scheduled, the rate case will assess if the City will continue to gain or fall further behind. Ms. Manley explained that at the completion of the rate case, the City will be told if an increase can be requested and will need to be approved prior to submission. Alderperson Hansen added that the final decision will be in the hands of the PSC for allowing rates to increase. Ms. Manley agreed that the PSC would need to approve the increase. Alderperson Carpenter asked if the rate case would examine the current debt. Mr. Thoresen and Ms. Manley stated it would examine all expenses and deficits. Mr. Thoresen explained that costs of water main relay during capital improvement projects has almost doubled over the past few years and the PSC recommends relaying 1-2% of water mains annually. Mr. Thoresen added that the rate case will also evaluate how much the PSC will allow for water main relays.

Mayor Boyd moved to approve Consultant Services Agreement with Onward Accounting & Consulting LLC for Conventional Water Rate Application in the amount of $8,900, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

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

Tony Fietzer, Street Superintendent, outlined the proposed ordinance changes in the red-lined draft included in the agenda packet, as previously discussed at the August Board of Public Works meeting.

Alderperson Raasch asked how a property without storage (sheds or garages) would store their carts, specifically corner lots. Mr. Fietzer explained the screening this type of property would be required to install in order to properly store the polycarts.

Alderperson Hansen moved to approve revisions to City Ordinance 82.3(5) Storage of Polycarts, seconded to Alderperson Carpenter.

Mayor Boyd suggested an educational campaign upon approval and allow a portion of time for residents to react for compliance.

Upon vote, the motion passed unanimously.

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

6. Consideration and possible action on polycart storage enforcement timeline

Tony Fietzer, Street Superintendent, outlined the memo and request from Alderperson Hansen to have the enforcement timeline reviewed for polycart storage compliance. Mr. Fietzer explained that staff currently sends three letters with 15 days between each, prior to citations being issued.
Alderperson Hansen further explained his request. Alderperson Hansen recommended sending two letters with 15 days between each. Alderperson Hansen stated there has previously been concerns that residents need time to be able to erect structures for proper screening and explained that the new ordinance changes discussed during this meeting offer options for residents to put their carts in the backyard until their screening structure is completed.

Alderperson Carpenter suggested having a single 30 day notice sent certified prior to having citations issued. Alderperson Carpenter agreed that the new ordinance language allows for flexibility in the storage location that would allow residents to complete their screening without being in violation. Mayor Boyd agreed with having a single notice with either 30 or 45 days to comply. Scott Thoresen, Public Works Director, reminded the

Board of the financial obligation of erecting a screening for carts and stated it could take longer than 30 days to complete the purchase and erect the screening. Mayor Boyd stated his belief that simply receiving a letter may be enough for some properties to find room in a garage or other area to be in compliance. Alderperson Raasch agreed with shortening the number of days following notification for compliance but cautioned the use of certified letters. Mr. Fietzer stated staff currently sends the first two letters through regular mail service and the third one is certified to prove to the court, if a citation is issued, that multiple efforts were made to notify the property. Mr. Thoresen explained that Legal has advised that having multiple notices and documentation stands as proof when citations would be addressed at court and more likely to hold up and require payment. Alderperson Carpenter stated that with the new ordinance language, properties have new options for polycart storage and would not be required in many cases to pay for a structure for screening or receive a citation. Mayor Boyd suggested waiting to change the timeline until staff can see how many properties become compliant with the flexibility allowed in the new ordinance language. Alderperson Ledvina stated that if a property receives a citation for polycart storage and claims to have not received prior notification, the court notice could serve as their first notification and would still require their carts be screened. Mr. Fietzer stated his belief that in a situation like that the judge may state that the citation would be waived if the polycarts are screened with a set number of days; which would ultimately still gain compliance of the ordinance. Mayor Boyd asked how staff will address properties with violations that had been put on hold. Mr. Fietzer explained that staff will readdress the properties on the list after the new ordinance language is approved by Council and send notices to those properties still in violation. Mayor Boyd asked the Board how to proceed. Alderperson Carpenter asked how staff would like to proceed. Mr. Fietzer explained that checking properties and sending multiple notices is burdensome on staff but ultimately leaned towards how a judge or legal would suggest proceeding for best results. Alderperson Raasch asked how many complaints staff receives in a year that require three notices. Mr. Fietzer stated he receives approximately 100 polycart storage violation complaints per year.

Alderperson Raasch moved to maintain status quo on polycart storage enforcement timeline and revisit in six months, seconded by Alderperson Carpenter.

Alderperson Hansen requested staff consult with Legal to determine whether sending two versus three notices makes a difference for the judge when citations are brought to court.

Upon vote, the motion passed unanimously.

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

7. Consideration and possible action on City Engineer Parking and Traffic Recommendations*

Eric Rakers, City Engineer, outlined the parking and traffic recommendation to install three stop signs in new subdivisions including one on N. Honeysuckle Circle at Lawrence Drive, on Willie Mays Circle at Lost Dauphin Road, and on Battery Avenue at Lost Dauphin Road.

Alderperson Carpenter moved to approve the City Engineer Parking and Traffic Recommendations for stop signs, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

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

8. Consideration and possible action on Brown County Municipal Agreement for South Bridge Connector Segment GV-15*

Scott Thoresen, Public Works Director, explained that Brown County is requiring Municipal Agreements for each segment of the South Bridge Corridor including the four segments being presented at today's meeting. Mr. Thoresen outlined the limits of each segment. Mr. Thoresen explained that each agreement includes design, right of way acquisition, and construction.
Mayor Boyd commented that some Board members may be seeing construction costs for the first time as outlined in the agenda packet and asked if there were questions. Alderperson Hansen stated he thought the City share was more than the $11.6M listed on the memo. Mr. Thoresen clarified that amount is only for segment GV-15. Mr. Thoresen stated the total City contribution is estimated at $27.27M. Alderperson Carpenter questioned the funding source for the South Bridge project. Mayor Boyd explained that a good portion of the funding will be through multiple TIDs. Alderperson Ledvina requested additional funding information be presented during Council. Mayor Boyd stated additional information can be available but full funding discussions will be brought forward as additional items in the future. Larry Delo, City Administrator, stated that additional information can be presented regarding the estimated percentage to be funded by each TID. Mr. Delo explained that the estimates are based on projected growth in each TID moving forward and amount each TID can afford to contribute to the South Bridge Corridor.

Alderperson Carpenter moved to approve Brown County Municipal Agreement for South Bridge Connector Segment GV-15, seconded by Alderperson Raasch.

Mayor Boyd explained that the City continues to solicit additional funding for the South Bridge project to reduce the City cost share and anticipates more will become available. Alderperson Hansen questioned a feature illustrated as a round circle on the proposed design maps and asked if it would be a roundabout. Mr. Thoresen confirmed they were proposed roundabouts.

Upon vote, the motion passed unanimously.

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

9. Consideration and possible action on Brown County Municipal Agreement for South Bridge Connector Segment GV-16*

Mayor Boyd moved to approve Brown County Municipal Agreement for South Bridge Connector Segment GV-16, seconded by Alderperson Raasch.

Alderperson Hansen commented that he has had constituents reaching out to him regarding public information meeting and asked staff if Brown County has provided an update on when those may be. Scott Thoresen, Public Works Director, explained the process and stated public information meetings would be scheduled once design was further along.

Upon vote, the motion passed unanimously.

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

10. Consideration and possible action on Brown County Municipal Agreement for South Bridge Connector Segment GV-17*

Alderperson Hansen moved to approve Brown County Municipal Agreement for South Bridge Connector Segment GV-17, seconded by Alderperson Raasch.

Scott Thoresen, Public Works Director, stated that Town of Ledgeview has approved their portion of segments GV-17 and GV-18. Alderperson Ledvina asked if Town of Lawrence had approved their segments. Mr. Thoresen stated he did not know. Mayor Boyd stated that Town of Lawrence was likely seeing the agreements around the same time De Pere is and would likely be approving soon. Alderperson Hansen asked if the bike and pedestrian facilities were still planned for the north side of the corridor. Mr. Thoresen stated it would be designed as an option and further explained that it will be dependent on the acquisition of right-of-way. Mayor Boyd and Mr. Thoresen briefly outlined current ruling against condemning property. Alderperson Carpenter asked how the County planned to approach the acquisition of property. Mr. Thoresen stated he did not know at this time how the County planned to approach property owners.

Upon vote, the motion passed unanimously.

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

11. Consideration and possible action on Brown County Municipal Agreement for South Bridge Connector Segment GV-18*

Alderperson Carpenter moved to approve Brown County Municipal Agreement for South Bridge Connector Segment GV-18, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

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

IV. Future Agenda Items

Alderperson Raasch asked staff to research installation of a guard rail/barricade at 117 Fort Howard Ave. This item will be referred to Parking & Traffic.

V. Adjournment

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

Respectfully submitted,
Betty Sellenheim

RATE FILE

Sheet No. 1 of 1
Schedule No. Mg-1
Amendment No. 47

Public Service Commission of Wisconsin

De Pere Water Department

General Service - Metered

Quarterly Service Charges:

⅝ - inch meter:	$	30.00	3 - inch meter:	$	186.00
¾ - inch meter:	$	30.00	4 - inch meter:	$	285.00
1 - inch meter:	$	46.89	6 - inch meter:	$	507.00
1¼ - inch meter:	$	63.75	8 - inch meter:	$	741.00
1½ - inch meter:	$	80.64	10 - inch meter:	$	1,089.00
2 - inch meter:	$	120.00	12 - inch meter:	$	1,437.00

Plus Volume Charges:

First	50,000	gallons used each quarter:	$7.46 per 1,000 gallons
Next	450,000	gallons used each quarter:	$6.22 per 1,000 gallons
Over	500,000	gallons used each quarter:	$5.24 per 1,000 gallons

Billing: Bills for water service are rendered quarterly and become due and payable upon issuance following the period for which service is rendered. A late payment charge of 1 percent per month will be added to bills not paid within 20 days of issuance. This late payment charge will be applied to the total unpaid balance for utility service, including unpaid late payment charges. The late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued. Unless payment or satisfactory arrangement for payment is made within the next 10 days, service may be disconnected pursuant to Wis. Adm. Code ch. PSC 185.

Combined Metering: Volumetric meter readings will be combined for billing if the utility for its own convenience places more than one meter on a single water service lateral. Multiple meters placed for the purpose of identifying water not discharged into the sanitary sewer are not considered for utility convenience and shall not be combined for billing. This requirement does not preclude the utility from combining readings when metering configurations support such an approach. Meter readings from individually metered separate service laterals shall not be combined for billing purposes.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 16, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to request WPS replace decorative street lighting in the downtown areas with Paragon light fixtures and budget for remaining replacements in 2025.**

The Board of Public Works at the January 8, 2024 meeting approved requesting WPS Replace Decorative Street Lighting in the Downtown Areas with Paragon light fixtures and budget for remaining replacements in 2025 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- Consider WPS Replacing Decorative Street Lighting in Downtown Areas 1-2-2024 (DOCX)
- Consider Ald. Hansen's Request Regarding Decorative Street Lighting on S. Broadway & George Street 9-25-2023 (PDF)
- BOPW October 9, 2023 Meeting Minutes (PDF)
- WPS Paragon Lighting East (PDF)
- WPS Paragon Lighting West (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: January 2, 2024
RE: Consider and Possible Action on WPS Replacing Decorative Street Lighting in the Downtown Areas*

The BOPW discussed at the October 9, 2023 meeting Alderperson Hansen's request for replacing the decorative streetlights owned by WPS. (See attached staff memo) The BOPW recommended moving forward with having WPS replace the existing lights with the Paragon fixture. (See attached minutes). Since this meeting, staff did receive the following costs from WPS (See attached) for the decorative fixture replacements:

- East side lighting = $12,426.17
- West side lighting = $11,748.38

There was no funding budgeted for this in the 2024 budget. Therefore, if the BOPW wants to move forward with having WPS replace the decorative lights the funding would need to come from unassigned reserves.

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: September 25, 2023
RE: Consider and Possible Action on Ald. Hansen's Request Regarding WPS Decorative Street Lighting on S. Broadway and George Street*

Alderperson Hansen requested at the July 18, 2023, Council meeting discussion at the BOPW about the decorative streetlights on S. Broadway and George Street. These lights are owned and maintained by Wisconsin Public Service (WPS). (See attached maps)

The City has replaced the fixtures on City owned and maintained decorative lights throughout the downtown areas with the fixture seen below.



Staff has asked WPS if they would replace their existing decorative light fixtures (See light below)



with the same LED fixture the City has. WPS informed staff they would only replace their decorative fixtures with their own fixtures which do not match the City's new decorative fixtures. The fixtures WPS currently offers are seen below.



WPS did offer to turn over WPS's decorative lighting if the City purchased their decorative lighting system which would include the fixtures and wiring in the ground. The costs to purchase the decorative lighting from WPS is as follows:

- East side lighting = $315,845.16
- West side lighting = $198,038.23

The intent of the discussion is to determine how the BOPW wants to proceed with replacing the decorative light fixtures owned by WPS.

Board of Public Works

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

Regular Meeting

Final Minutes

Monday, October 9, 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	

Scott Thoresen, Public Works Director
Eric Rakers, City Engineer
Chase Kuffel, Assistant City Engineer
Betty Sellenheim, Recording Secretary
Marty Kosobucki, Parks, Recreation & Forestry Director (Remote)
Tom Blohowiak, Maintenance Supervisor
Alderperson Devin Perock
Jeremy Ebner, Suamico Trap
Bill VanCamp, 633 Main Ave

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 September 11, 2023 Board of Public Works Meeting Minutes

Mayor Boyd moved to approve the September 11, 2023 Board of Public Works Meeting Minutes, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

2. Consideration and possible action on award on Request for Proposal for 2023-24 Pond Trapping Services*

Alderperson Ledvina moved to approve award on request for proposal for 2023-24 Pong Trapping Services, seconded by Alderperson Raasch.
Raasch

Alderperson Hansen asked if staff had called references for Suamico Trap as the City had not previously used them for these services. Eric Rakers, City Engineer, stated staff did not call references but added the contractor was available in the audience to answer questions.

Mayor Boyd moved to open the meeting for public comment at 7:32 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Jeremy Ebner, Suamico Trap, 3060 Seafarer Way, outlined his experience with similar work for residential, commercial, and municipal properties, along with lake associations and private pond owners.

Mayor Boyd moved to return to regular session at 7:33 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Alderperson Raasch expressed his appreciation for the work the trappers do for the City to mitigate the muskrats in the ponds. Mr. Rakers added that having another trapper interested in the work is good for the City. Alderperson Hansen questioned the selected locations. Mr. Rakers explained how the locations were selected annually based on visual inspections. Alderperson Hansen stated that residents by Trailside pond had mentioned concerns about rodents. Mr. Rakers added that if other locations come up, staff can work with the contractor to get a price to complete them.

Upon vote, the motion passed unanimously.

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

3. Consideration and possible action on Preventative Maintenance Contract for City Heating Ventilation and Air Conditioning (HVAC) Equipment*

Alderperson Carpenter moved to approve Preventative Maintenance Contract with Hurckman Mechanical Industries for City Heating Ventilation and Air Conditioning (HVAC) Equipment, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

4. Main Avenue Underpass No-Mow-Summer Evaluation

Marty Kosobucki, Parks, Recreation & Forestry Director, explained that staff was bringing this item back for discussion as requested when the Board approved not mowing the Main Avenue underpass for summer 2023. Mr. Kosobucki explained that staff did not receive any calls or complaints at the MSC office regarding the underpass mowing. Mr. Kosobucki explained that staff had a few minor concerns that would be addressed if the area continued to be no-mow. Mayor Boyd asked staff to provide a background on the initial request to not mow the Main Avenue underpass. Mr. Kosobucki explained that Parks staff is responsible for maintaining this location and it is quite difficult to maintain. Mr. Kosobucki added that staff had previously had a significant injury during a mowing event at this location and that Human Resources requested that staff find alternatives to mowing this location. Mr. Kosobucki stated that staff has reached out to landscape

companies and no one has been interested in maintaining the underpass. Mr. Kosobucki stated that after the approval of the planned natural landscape ordinance, staff felt that was a good opportunity to try at this location to embrace the ordinance and reduce staff risk. Mayor Boyd stated there are also traffic impacts during mowing operations on the underpass. Mayor Boyd asked staff to explain the upcoming work planned for Main Avenue (STH 32). Scott Thoresen, Public Works Director, explained that staff has requested the DOT develop a zero-maintenance plan for the underpass as part of the design for STH 32 renovation. Mayor Boyd asked if the State would fund that redesign. Mr. Thoresen explained that it would likely be City funded. Mr. Thoresen reminded Board members that closing the sidewalk at the underpass was also approved to reduce hazards and the sidewalk will be completely removed when DOT reconstructs Main Ave/STH 32. Mayor Boyd stated that no action will be taken today and that the discussion will be used to develop possible alternative plans moving forward.

Alderperson Carpenter moved to open the meeting for public comment at 7:41 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Bill VanCamp of 633 Main Ave shared his frustration that the underpass had been successfully maintained for many years before this one and the City has invested in equipment to maintain it easier that is not being used. Mr. VanCamp also expressed his concerns on behalf of himself and his neighbors over the unsightliness of the long grass, the grass growing over the sidewalk, and the increased rodent population. Mr. VanCamp stated he circulated a petition amongst his neighbors that was turned in to Alderperson Perock.

Alderperson Raasch moved to return to regular session at 7:44 PM, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

Alderperson Carpenter asked staff to explain the traffic impacts during mowing operations. Mr. Thoresen explained that one of the three lanes is closed and traffic is shifted; there are no detours to other streets. Alderperson Carpenter asked if staff can use the tractor with the boom arm to mow the slope. Mr. Thoresen explained that it would only reach about 25% up the hill. Alderperson Raasch asked how this injury occurred and stated his preference to have it maintained for visual appeal and rodent control. Alderperson Raasch also asked why the slope could be maintained for so many years but not after the injury. Mr. Kosobucki recalled to the best of his ability that the injury that occurred was a staff member who blew out their knee from the incline and not based on a lack of training or safety precautions. Mr. Kosobucki stated that when the slope was maintained, it was done safer than it was in the past. Alderperson Raasch reiterated his preference to have the slope maintained. Mayor Boyd outlined concerns with regards to maintaining the slope and stated he has received calls from residents with concerns for the safety of staff after seeing them maintaining the slope. Mayor Boyd stated his preference to improve the current situation to address the concerns including cleaning up along the roadway and sidewalk where the grass falls over, remove the trees, and mitigate the rodents. Mayor Boyd stated the safety of staff was his number one priority in this situation. Alderperson Carpenter suggested spraying the vegetation to kill it back to reduce maintenance. Mayor Boyd stated that if STH 32 reconstruction work was not planned for 3-4 years away, staff would be looking closer at budgeting for a zero-maintenance landscape, but due to the upcoming work it would be money thrown away. Alderperson Raasch agreed that the City shouldn't waste the money, but that something

needed to be changed especially with regards to rodent control. Alderperson Raasch suggested cutting back the tall vegetation and having Suamico Trap work that area. Alderperson Carpenter suggested having staff bring back a plan in January or February for 2024 season. Mr. Kosobucki stated that even though the Parks Department maintains it, it falls under the jurisdiction of the Board of Public Works and would request direction on what maintenance level is acceptable or unacceptable moving forward. Alderperson Ledvina stated that the change to not mow came from staff for Board consideration and recommendations should come from staff for the Board to evaluate and provide direction. Mr. Kosobucki agreed that with time, staff could evaluate options and provide recommendations to the Board for consideration. Alderperson Carpenter requested staff request pricing and have Suamico Trap inspect the slope for rodent activity. Eric Rakers, City Engineer, stated he would work with Suamico Trap to perform an inspection of the area, but clarified that any work in that area would not be funded from the stormwater utility. Alderperson Ledvina asked about the status of the remote control mower. Mr. Kosobucki stated that machine remains in the fleet but is relatively old and tired and will need to be replaced if the plan is to continue using it as it was. Mr. Kosobucki added that he estimates a new slope mower at $30-50k and had not budgeted to replace this equipment if it will not be needed after Main Avenue reconstruction. Alderperson Hansen requested that staff attempt to get a contractor hired willing to maintain this location. Mr. Kosobucki stated that staff can try again, but added that there has been zero interest any other time staff has tried in the past ten years. Mayor Boyd added that insurance is a major factor in that work.

RESULT:	**DISCUSSED**

5. Consideration and possible action on City Engineer Parking and Traffic Recommendations*

   Eric Rakers, City Engineer, outlined the recommended parking and traffic change including adding crosswalk signage in the middle of the road on George Street at Washington Street.

   Alderperson Hansen clarified the type of signage being recommended. Mr. Rakers stated it was the removable signs that sit on the center lines like the City has on Broadway. Mr. Rakers added that the requester was primarily concerned about crossing during pool season and the removable style signs work good for that as they are brought in during the winter months for plowing.

   Alderperson Carpenter moved to approve City Engineer Parking and Traffic Recommendations, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

6. Discuss City Engineer Recommendations on No Action Parking and Traffic Discussion Items

   Eric Rakers, City Engineer, outlined the discussion items for no-action parking and traffic including restricting parking on Ninth Street in front of the Post Office and installing rapid rectangular flashing beacons (RRFB) on Eighth Street at Cedar Street.

Alderperson Hansen commented that he recently read a news story that stated that Green Bay planned to install a large number of RRFB and he thought that might increase the number of requests De Pere sees for installation.
Mr. Rakers concluded by outlining a request to evaluate the location of "Pedestrian Ahead" sign on George Street.
Alderperson Hansen commented that the sign could be in that location for the next intersection. Mr. Rakers stated that could be true or that it is to mark the entire corridor of pedestrian crossings or the school. Alderperson Raasch asked a follow-up question with regards to three hour parking by Notre Dame School. Mr. Rakers and Mayor Boyd stated it was signed and there have not been any issues or complaints.

RESULT:	**DISCUSSED**

7. Consideration and possible action on 2023-2024 Sidewalk Snow & Ice Removal Rates

Mayor Boyd moved to approve the 2023-24 Sidewalk Snow and Ice Removal Rates, seconded by Alderperson Ledvina.

Alderperson Hansen asked if staff had made any changes to the policy to provide a notice or warning to residents prior to having staff clear the sidewalks and bill the owner. Scott Thoresen, Public Works Director, stated that staff has not made any changes to the policy and outlined the process staff follows after receiving a complaint. Mayor Boyd commented that most of the time staff does not have repeat offenders. Mr. Thoresen agreed and added that about 95% of the time it does not happen again at the same location that season.

Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

8. Consideration and possible action on approval for October 2023 Foundation Drain Disconnection Program (FDDP) Resident Correspondence

Chase Kuffel, Assistant City Engineer, explained that his memo included two parts. The first part is an estimated City cost of treating clear water. The second part is a draft correspondence for residents outlining next steps.

Alderperson Ledvina provided comments on possible edits to the resident correspondence including explaining what a foundation drain is and cleaning up the section about mandating/not mandating installations. Alderperson Hansen requested a couple grammatical corrections. Alderperson Hansen asked if staff should include exemptions for field stone basements. Mr. Kuffel stated that he did not plan to include in the letter but that it is included in the new dwelling code that will be on the City website where this letter will direct residents to find more information. Alderperson Hansen asked about adding language with regards to timeline of billing or reimbursement. Mr. Kuffel stated he could not add language regarding billing as that will be contractor dependent based on how they bill as a company and not controlled by the City. Eric Rakers, City Engineer, stated staff could work to clarify the timeline for reimbursement once a copy of the invoice is received from the homeowner. Mr. Rakers added that if it is not included directly in the letter, it will be built into the website information. Alderperson Hansen

asked for a timeline for when the list of contractors would be available for residents. Mr. Kuffel stated that should be quick to assemble and could be uploaded to the website. Alderperson Carpenter questioned how often the meters are tested for accuracy with regards to the number of gallons being treated. Mr. Rakers stated that the meters are checked but staff will look into the frequency.

Mayor Boyd moved to approve the October 2023 Foundation Drain Disconnection Program (FDDP) Resident Correspondence with requested changes, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

9. Consider and Possible Action on Ald. Hansen's Request Regarding Service Sign on S. Broadway*

Alderperson Hansen outlined the request he received regarding the service sign on S. Broadway Street and the responses staff received from the service groups when contacted with regards to the two service group signs in the City.
Mayor Boyd suggested removing the signs. Alderperson Raasch agreed with taking the signs down.

Alderperson Raasch moved to remove the signs and return the logos to the service groups, seconded by Mayor Boyd.

Alderperson Carpenter suggested allowing the Men's Club the option of rehabilitating the sign, since they expressed interest in keeping the signs. Scott Thoresen, Public Works Director, stated that there were many other organizations also listed on the signs and that it might not be fair to put the burden on the Men's Club. Alderperson Carpenter stated that since it would be funded by the service groups, the Men's Club could work to get the support of the other groups and staff could set a deadline and if the groups are not able to rehabilitate the signs by the deadline, staff would take them down. Mr. Thoresen explained his concerns regarding sign removal during the winter months. Alderperson Carpenter agreed that full removal during the winter months would be difficult but added that if staff wanted the signs removed during the winter months, they could be cut down and remove the remaining structure in the spring after the ground thaws. Alderperson Raasch stated that he would be okay with giving the service groups time to rehabilitate the signs and staff should notify the Men's Club of this opportunity, as they expressed interest, and let them know the responses staff received from the other groups with regards to the signs.

Alderperson Raasch amended his motion to give the service groups until January 1 to rehabilitate the signs otherwise the City will remove the signs and return logos to service groups, Mayor Boyd agreed with the amendment.

Upon vote, the motion passed unanimously.

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

10. Consider and Possible Action on Ald. Hansen's Request Regarding WPS Decorative Street Lighting on S. Broadway and George Street*

Alderperson Hansen explained his request regarding replacing WPS-owned decorative street lights on S. Broadway St and George St to match the City-owned decorative lights. Alderperson Hansen explained that the City offered to cover the new decorative fixtures to match, but WPS refused and only uses three WPS-approved decorative fixtures. Alderperson Hansen explained that in order to have them all match, WPS would need to sell the lighting system to the City at the cost of over $500,000. Alderperson Hansen commented that the WPS-approved Paragon fixture matches City fixtures closely. Mayor Boyd agreed that Paragon looked similar. Alderperson Hansen asked staff if WPS would proactively replace the lights with Paragon over the upcoming year. Scott Thoresen, Public Works Director, stated that WPS would replace the lights as they burn out. Mr. Thoresen added that WPS doesn't know the City's preference and once they do, it would be up to WPS to decide if there is funding to replace the lights sooner. Mayor Boyd suggested letting WPS know of the City's preference and possibly there is WPS funding to get some or all of the lights replaced sooner.

Alderperson Hansen moved to have staff request that WPS replace the existing fixtures with the Paragon fixture going forward, seconded by Alderperson Ledvina.

Alderperson Raasch asked if this type of request to WPS required action by the Board and Council. Mr. Thoresen explained why the recommendation would be made to Council. Alderperson Raasch asked why staff did not work with WPS when replacing City-owned fixtures to ensure they would match. Mr. Thoresen explained that staff had worked with Definitely De Pere and the Board of Public Works to select the fixtures and were unaware there were WPS-approved fixtures until Alderperson Hansen inquired.

Upon vote, the motion passed unanimously.

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

IV. Future Agenda Items

Alderperson Carpenter requested Parking & Traffic review parking restrictions on the south side of Helena Street to permanently reflect the temporary police orders during school events.

V. Adjournment

Mayor Boyd moved to adjourn the meeting at 8:37 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Respectfully submitted,
Betty Marovich

WISCONSIN PUBLIC SERVICE CORPORATION-WI
CONTRACT FOR OUTDOOR LIGHTING SERVICE

This contract is for the installation of Outdoor Lighting entered into on ***10/27/2023*** (Contract Date) between ***CITY OF DE PERE*** (Customer) and Wisconsin Public Service Corporation (WPSC).

The Customer desires WPSC to ***own, install and maintain*** the outdoor lighting system.
Site Address/Description/Location: ***STREET LIGHTING EAST*** in the ***CITY*** of ***DE PERE***, County of ***BROWN***, State of ***WI***.
This lighting system is comprised of ***55*** ***LED Lamps*** under a LS-1 rate schedule on pole number(s) ***See Attached Pole Number Sheet***.

Now in consideration of the mutual promises herein contained, the parties hereto agree as follows: The customer agrees to comply with all terms and conditions as stated on page 2 of this contract, including the commencement date of Minimum Charges and all appropriate WPSC tariffs on file with the PSCW.

The Customer will pay WPSC on a monthly basis for the outdoor lighting service according to the following:

1. Monthly Fixture Charges	Quantity	Monthly Rate	Monthly Billing
Class M - LED Med Output Post Top, Parag	55	$ 31.48	$ 1,731.40
Sub-Total Monthly Bill			$ 1,731.40

2. Monthly Non-Standard Charges	Quantity	Monthly Rate	Monthly Billing
Span			
Wood Pole			
Mast Arm > 6'			
Sub-Total Monthly Non-Standard Charges			$ -
Total Monthly Bill			**$ 1,731.40**
Sales Tax (If applicable)			$ -
Total Monthly Bill with Sales Tax			**$ 1,731.40**

3. Advance Payment - Special Facilities	Advance Payment
a. Assigned Special Facilities Non-Refundable	$ 12,426.17
b. Assigned Special Facilities Ornamental	$ -
Sub-Total Special Facilities	$ 12,426.17

4. Ornamental System Maintenance Payment

The customer agrees to pay future system maintenance due to the higher cost of maintaining ornamental facilities. The company agrees to maintain and replace the above ornamental lighting system as per the LS-1 Lighting Tarriff. The customer agrees to make an advance payment as a special facilities payment under the company's Electric Extension Rules equal to:

Special Facilities Ornamental Payment from 3b:	$ -	
	24.00%	$ -
5. Total Advance Payment		**$ 12,426.17**

WPSC Signature

Customer Signature

Customer Mailing Address

WR/Revisions: 3389035-1
IFRIS Project: 21800071EC, 21800071ER
Database:

CITY OF DE PERE
335 S BROADWAY
DE PERE, WI 54115-2526

1. This Contract is not effective until signed by both WPSC and the Customer. If the Customer fails to return the Contract to WPSC within sixty days of the WPSC signature date or contract date, the Contract is null and void.
2. The minimum term of this contract is 3 years beginning with the first billing. It may be terminated by either party at the expiration date and at any time thereafter by giving ninety days written notice.
3. All the terms and conditions of the Contract shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If the Customer leases, sells, or otherwise disposes of the property herein described, he shall complete the payments according to this Contract unless he shall have secured an assumption of his remaining obligations under this Contract, satisfactory to and approved by WPSC.
4. In the event that WPSC decides to use any of the poles and spans for some purpose other than outdoor lighting service, the monthly charges for those poles and spans shall cease during the period that they are used for other purposes.
5. The Customer agrees, when possible, to report promptly to WPSC the failure of any lamp to burn or any dangerous equipment, and the location thereof, to the end that such lamp and/or equipment may be inspected and the trouble therewith remedied. No credit will be allowed for outages.
6. The payment calculation of this Contract is subject to change if the Customer causes a construction delay, there is a change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new Contract shall be executed. Adjustment of customer requirements (refunds or additional payment) to reflect actual investment for changes in the size or number of units installed, major rock, or frost removal, and similar items affecting the scope of the project, shall be made if the adjustment is greater than $20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes shall be reviewed with the Customer.
7. As a condition of receiving service, the Customer agrees to grant WPSC, at no cost, an easement for the necessary construction, operation, and maintenance of any portion of the extension necessary to serve the Customer.
8. Whether stated or not, a special facilities charge will be applied during Winter Construction period, as stated in WPSC's approved tariffs.
9. ***Any lawn restoration or surface repair on private property, as a result of this installation, shall be the Customer's responsibility.***
10. The Customer, irrespective of subsequent change of ownership, shall provide at no expense to WPSC, soil graded within six inches of the finished grade prior to installation of facilities. Survey stakes indicating property lines shall be installed by the Customer at no expense to WPSC prior to installation of facilities. WPSC shall be notified in advance of any change in grade levels. Any and all costs incurred as a result of such grade changes shall be at the expense of the Customer.
11. In no event shall the Customer place any decorative element on the pole without the prior written approval of WPSC. Such approval will be under the terms of the Pole Attachment Policy and Procedure in effect at the time of such request. A copy of the Pole Attachment Policy will be furnished by WPSC to the Customer upon request.
12. ***The Customer agrees to provide WPSC, or its authorized contractor, the location within 18", of all underground facilities such as those for the transmission of electricity, water, cable TV, sewer, telephone, gas or fuel which are owned by the Customer on the premises, and which may be encountered by WPSC or its authorized contractor during the proposed installation of the facilities. If the Customer is unable to locate any underground facility, or fails to provide the location of any underground facility, or if the underground facility in question is encountered more than 18" from the location identified by the Customer, the Customer shall defend, indemnify, and hold WPSC harmless, as well as its agents, employees, assigns, affiliates, officers, administrators, predecessors, successors, subsidiaries, members and managers from and against any claim, action, proceeding, liability, loss, damage, cost or expense including, without limitations, attorneys' fees, arising out of or in connection with the Customer's use of services.***
13. Upon written request and at the expense of the Customer, WPSC will relocate any pole and/or change the position of any lamp.
14. ***In no event, except for a breach by the Customer of section 11 above, shall either party be responsible to the other for any consequential, incidental, special or punitive damages whatsoever, whether arising from breach of warranty or other breach of contract, negligence or other tort, or any other theory of law. In a case of a breach by the Customer of section 11 above, the Customer shall be liable for consequential, incidental, special and punitive damages.***
15. If any provision of this Contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provision of the Contract.
16. This contract shall be governed by and construed in accordance with the internal laws of the State of Wisconsin and/or Michigan.
17. The Customer and WPSC hereby agree to abide by and be subject to the rules, regulations, and schedules of WPSC as filed with and approved by the Wisconsin Public Service Commission from time to time, as well as the rules and regulations of the Wisconsin Administrative Code.
18. In the event of a conflict between this Contract and WPSC's approved tariffs, the tariffs shall prevail.

WISCONSIN PUBLIC SERVICE CORPORATION-WI
CONTRACT FOR OUTDOOR LIGHTING SERVICE

This contract is for the installation of Outdoor Lighting entered into on ***10/25/2023*** (Contract Date) between ***CITY OF DE PERE*** (Customer) and Wisconsin Public Service Corporation (WPSC).

The Customer desires WPSC to ***own, install and maintain*** the outdoor lighting system.
Site Address/Description/Location: ***STREET LIGHTING WEST*** in the ***CITY*** of ***DE PERE***, County of ***BROWN***, State of ***WI***.
This lighting system is comprised of ***52*** ***LED Lamps*** under a LS-1 rate schedule on pole number(s) ***52 Lights Here See Attachment Task 100***.

Now in consideration of the mutual promises herein contained, the parties hereto agree as follows: The customer agrees to comply with all terms and conditions as stated on page 2 of this contract, including the commencement date of Minimum Charges and all appropriate WPSC tariffs on file with the PSCW.

The Customer will pay WPSC on a monthly basis for the outdoor lighting service according to the following:

1. Monthly Fixture Charges	Quantity	Monthly Rate	Monthly Billing
Class M - LED Med Output Post Top, Parag	52	$ 31.48	$ 1,636.96
Sub-Total Monthly Bill			$ 1,636.96

2. Monthly Non-Standard Charges	Quantity	Monthly Rate	Monthly Billing
Span			
Wood Pole			
Mast Arm > 6'			
Sub-Total Monthly Non-Standard Charges			$ -
Total Monthly Bill			**$ 1,636.96**
Sales Tax (If applicable)			$ -
Total Monthly Bill with Sales Tax			**$ 1,636.96**

3. Advance Payment - Special Facilities	Advance Payment
a. Assigned Special Facilities Non-Refundable	$ 11,748.38
b. Assigned Special Facilities Ornamental	$ -
Sub-Total Special Facilities	$ 11,748.38

4. Ornamental System Maintenance Payment

The customer agrees to pay future system maintenance due to the higher cost of maintaining ornamental facilities. The company agrees to maintain and replace the above ornamental lighting system as per the LS-1 Lighting Tarriff. The customer agrees to make an advance payment as a special facilities payment under the company's Electric Extension Rules equal to:

Special Facilities Ornamental Payment from 3b:	$ -	
	24.00%	$ -
5. Total Advance Payment		**$ 11,748.38**

WPSC Signature

Customer Signature

Customer Mailing Address

CITY OF DE PERE
335 S BROADWAY
DE PERE, WI 54115-2526

WR/Revisions: 3389034-1
IFRIS Project: 21800071EC, 21800071ER
Database:

1. This Contract is not effective until signed by both WPSC and the Customer. If the Customer fails to return the Contract to WPSC within sixty days of the WPSC signature date or contract date, the Contract is null and void.
2. The minimum term of this contract is 3 years beginning with the first billing. It may be terminated by either party at the expiration date and at any time thereafter by giving ninety days written notice.
3. All the terms and conditions of the Contract shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If the Customer leases, sells, or otherwise disposes of the property herein described, he shall complete the payments according to this Contract unless he shall have secured an assumption of his remaining obligations under this Contract, satisfactory to and approved by WPSC.
4. In the event that WPSC decides to use any of the poles and spans for some purpose other than outdoor lighting service, the monthly charges for those poles and spans shall cease during the period that they are used for other purposes.
5. The Customer agrees, when possible, to report promptly to WPSC the failure of any lamp to burn or any dangerous equipment, and the location thereof, to the end that such lamp and/or equipment may be inspected and the trouble therewith remedied. No credit will be allowed for outages.
6. The payment calculation of this Contract is subject to change if the Customer causes a construction delay, there is a change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new Contract shall be executed. Adjustment of customer requirements (refunds or additional payment) to reflect actual investment for changes in the size or number of units installed, major rock, or frost removal, and similar items affecting the scope of the project, shall be made if the adjustment is greater than $20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes shall be reviewed with the Customer.
7. As a condition of receiving service, the Customer agrees to grant WPSC, at no cost, an easement for the necessary construction, operation, and maintenance of any portion of the extension necessary to serve the Customer.
8. Whether stated or not, a special facilities charge will be applied during Winter Construction period, as stated in WPSC's approved tariffs.
9. ***Any lawn restoration or surface repair on private property, as a result of this installation, shall be the Customer's responsibility.***
10. The Customer, irrespective of subsequent change of ownership, shall provide at no expense to WPSC, soil graded within six inches of the finished grade prior to installation of facilities. Survey stakes indicating property lines shall be installed by the Customer at no expense to WPSC prior to installation of facilities. WPSC shall be notified in advance of any change in grade levels. Any and all costs incurred as a result of such grade changes shall be at the expense of the Customer.
11. In no event shall the Customer place any decorative element on the pole without the prior written approval of WPSC. Such approval will be under the terms of the Pole Attachment Policy and Procedure in effect at the time of such request. A copy of the Pole Attachment Policy will be furnished by WPSC to the Customer upon request.
12. ***The Customer agrees to provide WPSC, or its authorized contractor, the location within 18", of all underground facilities such as those for the transmission of electricity, water, cable TV, sewer, telephone, gas or fuel which are owned by the Customer on the premises, and which may be encountered by WPSC or its authorized contractor during the proposed installation of the facilities. If the Customer is unable to locate any underground facility, or fails to provide the location of any underground facility, or if the underground facility in question is encountered more than 18" from the location identified by the Customer, the Customer shall defend, indemnify, and hold WPSC harmless, as well as its agents, employees, assigns, affiliates, officers, administrators, predecessors, successors, subsidiaries, members and managers from and against any claim, action, proceeding, liability, loss, damage, cost or expense including, without limitations, attorneys' fees, arising out of or in connection with the Customer's use of services.***
13. Upon written request and at the expense of the Customer, WPSC will relocate any pole and/or change the position of any lamp.
14. ***In no event, except for a breach by the Customer of section 11 above, shall either party be responsible to the other for any consequential, incidental, special or punitive damages whatsoever, whether arising from breach of warranty or other breach of contract, negligence or other tort, or any other theory of law. In a case of a breach by the Customer of section 11 above, the Customer shall be liable for consequential, incidental, special and punitive damages.***
15. If any provision of this Contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provision of the Contract.
16. This contract shall be governed by and construed in accordance with the internal laws of the State of Wisconsin and/or Michigan.
17. The Customer and WPSC hereby agree to abide by and be subject to the rules, regulations, and schedules of WPSC as filed with and approved by the Wisconsin Public Service Commission from time to time, as well as the rules and regulations of the Wisconsin Administrative Code.
18. In the event of a conflict between this Contract and WPSC's approved tariffs, the tariffs shall prevail.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 16, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works on Main Avenue underpass maintenance allowing to grow natural with limited maintenance for personnel safety.**

The Board of Public Works at the January 8, 2024 meeting approved performing minimal maintenance on the Main Avenue underpass to ensure personnel safety, maintenance to include tree removal, noxious weed removal, and terrace mowing to prevent plants from impeding traffic, and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- Memo.BOPW (PDF)
- Historically Maintained Area.Main Ave Underpass (PDF)
- City Property and Private Property (PDF)
- Historically Maintain.City owned.Private Property overlay (PDF)
- East Bound Detour.Main Ave Underpass (PDF)
- Main Ave Maintenance-Tony F (PDF)
- Underpass mowing operations 2023 (PDF)

CITY OF DE PERE
MEMO

To: Board of Public Works
From: Marty Kosobucki
Date: January 8, 2023

RE: Main Avenue Underpass Maintenance

In the spring of 2023, the BOPW approved going in the direction of letting the Main Avenue Underpass grow in a natural state versus conducting regular maintenance. With this approval, the BOPW also asked to report back after the summer with how it went and if there were any complaints. Staff reported back that we did not receive any complaints. However, there was a resident present at the BOPW meeting and he indicated he was coordinating a petition to request the City go back to regular maintenance. He suggested leaving Main Avenue area to grow naturally is unsightly and causes problems with animals. The BOPW asked if staff would go back and research/investigate various options of how to maintain the underpass and report back.

Upon hearing the direction of the BOPW, staff sat down and developed four realistic options for maintaining the Main Avenue Underpass. Within these options we have relayed as much relevant information as possible pertaining to the option.

While conducting in-depth research, we have uncovered that a sizeable area of the northern section is not owned by the City (See attached map). Upon viewing this, we have been advised that we should not be maintaining this privately owned property. We could certainly investigate working agreements to allow us to maintain, however that is for another discussion.

Option 1 – Go back to how we were doing things. (Slope mower, staff line trimming and push mowing)

- Need to acquire a different/new remote controlled mower. (last estimate was around $75K) The current one still operates, but has been giving problems and was up for replacement.
- Remote mower can get a large chunk of the property but not all. We would still need to send staff out with line trimmers and/or push mowers to cut hard to reach areas the slope mower cannot address.
- Traffic control is an absolute must and would be an in-depth process causing some traffic concerns. We historically never shut down the east bound lane, however after further investigation of this issue we do feel it should be required to shut down the east bound lane for safety reasons.
    - Tony Fietzer analyzed the resources needed to perform adequate traffic control. (See Attachment)

- Insurance consultant reviewed the area in question and recommends not putting people out there. I have included a letter from Ted Hayes, our M3 Insurance consultant. (See attachment)

Option 2 – Acquire boom mower that can mow the hillside.

- We currently have a 25ft boom mower.
    - Tony Fietzer investigated the largest boom mower we could obtain for the tractors we currently have. The largest boom mower we could purchase could be 30 ft.
        - The cost of a 30ft boom mower is expected to be over $100K.
- Staff did a visual analysis and does not believe a 30 ft boom mower could safely reach all the areas of the hillside.
- Staff did not do a trial run, however inspected the area.
    - Due to obstacles, it is doubtful a boom mower could mow more than what the slope mower reaches. These obstacles (ie. Guy wires, sign posts, crevices, etc.) and safety concerns stemming from extending the reach of the boom mower, all would limit the ability to cut an adequate amount of terrain.
- We do not think this has an advantage over the slope mower because;
    - Cannot get the whole hill due to reach/safety and precision of the mower.
        - Guy wires, signs, railing, crevice's, etc.
    - Probably cannot get as much as slope mower.
    - Still need to do traffic control, similar to option 1.
    - Our 25' boom mower was $85K. A 30' mower is likely well over $100K.
- By using a boom mower, we still would need to conduct the same amount of traffic control that would go on with Option 1.

Option 3 – Contract Service out

- Staff recently sent out a request for quotes to over 18 different local companies to maintain the hillside.
    - We had one contractor call back, however after inspecting the location they were no longer interested.
    - We have not had any quotes or indications of interest.

Option 4 – Leave grow natural with minimal maintenance to ensure driving safety

- Our insurance rep sent a letter indicating they feel leaving it grow natural is our best option.
- Street Supervisor felt it would be appropriate to periodically rough cut immediately adjacent to the curb so that long grasses do not fold over into traffic.
    - Traffic control would be required, but would be minimal due to the time spent cutting the area. One pass on each side of the road would not take very long.
- City Forester indicated it would be in our best interest to periodically cut small trees popping up.

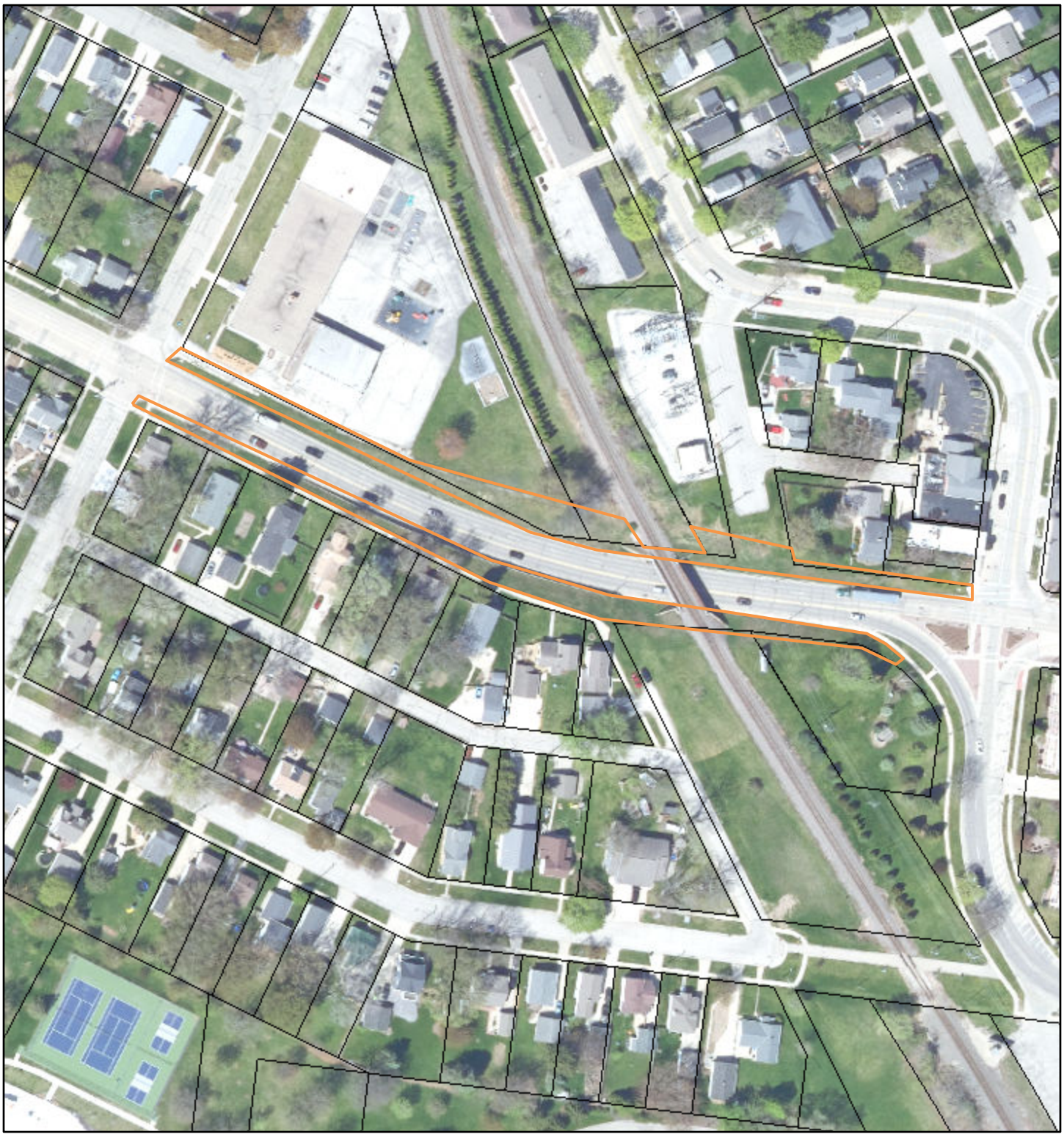
Other Consideration.

- When investigating this location further, there is a fair amount of property that the City has been maintaining which is not ours. Our insurance rep indicated we should stop maintaining those areas immediately.

Supporting Information:

- Map showing Historically maintained property by the Main Avenue Underpass.
- Map showing City owned property/Right of Way and Private property.
- Map showing an overlay of City property versus Private property on historically maintained area.
- Map showing potential detour for east bound lane.
- Communication from Street Superintendent explain traffic control requirements.
- Letter from City's Insurance Consultant

User Created DIME Map



12/5/2023, 7:51:47 AM

1:1,800

0 0.01 0.03 0.06 mi

0 0.02 0.04 0.09 km

Parcel #

2023 Aerial

Red: Band_1

Green: Band_2

Blue: Band_3

Brown County WI

This is a custom map created by a user of the De Pere Interactive

User Created DIME Map

12/5/2023, 3:06:50 PM

Parcel #

2023 Aerial

Red: Band_1

Green: Band_2

Blue: Band_3

1:1,800

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0 0.04 0.07 0.14 km

Brown County WI

This is a custom map created by a user of the De Pere Interactive Mapping Engine-DIME

User Created DIME Map



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0 0.02 0.04 0.09 km

Parcel #

2023 Aerial

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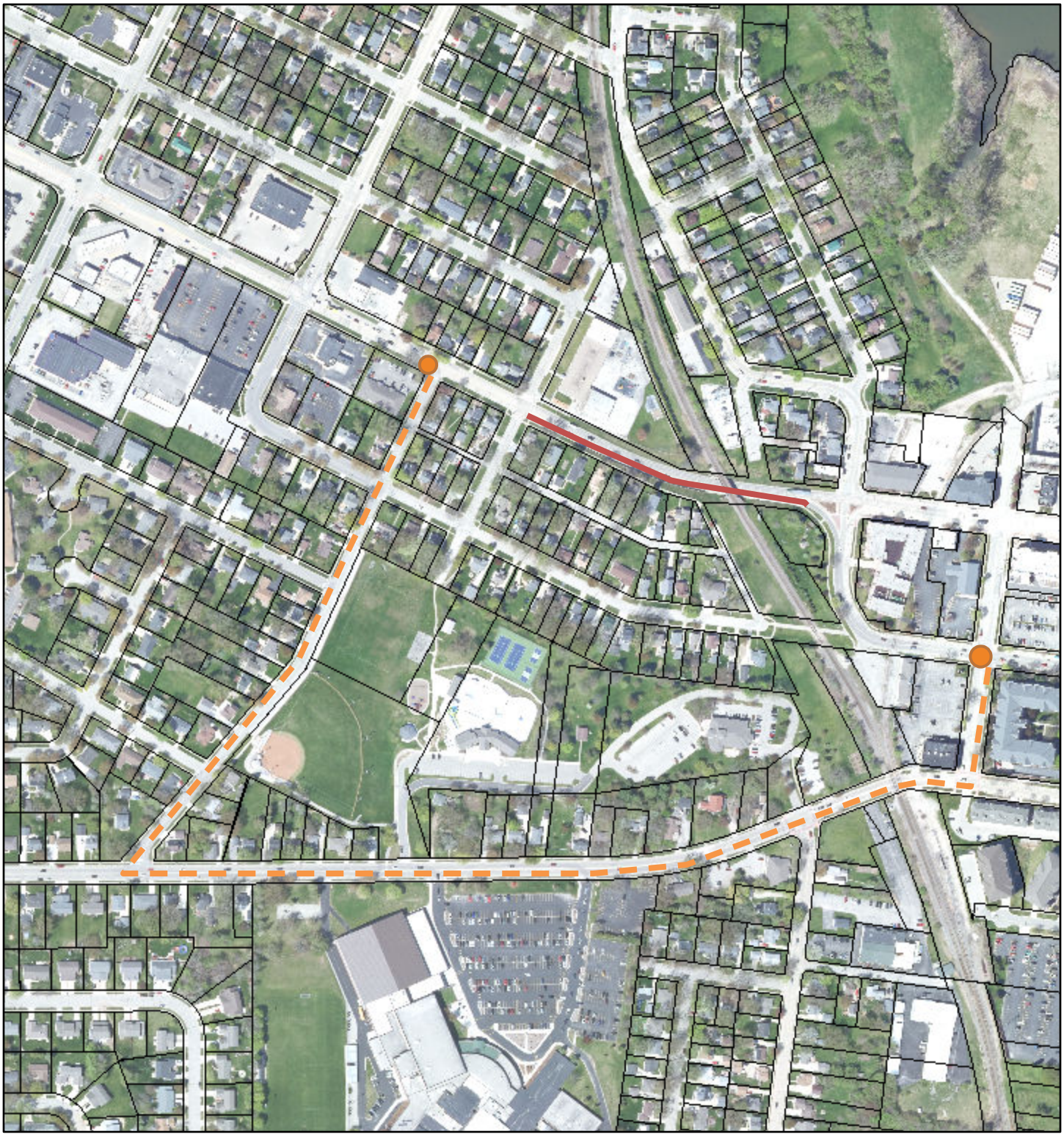
Green: Band_2

Blue: Band_3

Brown County WI

This is a custom map created by a user of the De Pere Interactive

User Created DIME Map



12/5/2023, 8:04:05 AM

1:4,800

0 0.04 0.08 0.16 mi

0 0.05 0.1 0.2 km

Parcel #

2023 Aerial

Red: Band_1

Green: Band_2

Blue: Band_3

Brown County WI

This is a custom map created by a user of the De Pere Interactive

Betty Marovich

From: Tony Fietzer
Sent: Wednesday, October 11, 2023 9:16 AM
To: Marty Kosobucki
Subject: Main Ave

Hi Marty,

Currently reviewing the traffic control, I estimate the following:

Lane Closure EB with swapping traffic to the other side of the center line – 2 employees 1 hour each for set up/ 2 employees 45 minutes each for tear down. This includes all of the advance warning on Main Ave and all side streets back to 9th

Lane Closure WB- 2 employees 1 hour each for set up/ 2 employees 45 minutes each for tear down. This includes all of the advance warning on Main Ave and all of the side streets.

The set up would require 3 advance warnings on Main Ave for EB (Road Work Ahead, Right Lane Closed Ahead and the Merge right sign) We would also need Road Work Ahead (RWA) for NB 7th at Main Ave, NB Allard at Main Ave, NB and SB 8th at Main Ave in addition to all of the delineators and cones followed by an End of Roadway sign.

It would include about 50-60 traffic delineators for lane shift and then another 20-25 to keep everyone out of that right lane. The set up would be very similar for the WB side with the advance warnings and delineators.

The largest boom arm extension I found is 30'. Our unit is 25'. We don't gain much for the cost. We paid over 85k for our 25' boom 2-3 years ago so the 30' is probably 100k in todays market.

Our unit cuts about a 5' swat per pass. We cut at a near idle rate. It may take 15-30 minutes to make one pass, maybe faster maybe slower depending on conditions. Then we would have to pick up, driver around the block and set up again and make another pass. This cutting just on the north side could take several hours if done with the boom tractor. Again it could be quicker especially when we get experience but just things to consider.

Regards,
Tony

Tony Fietzer, CPWP-M
Street Superintendent | City of De Pere
925 South Sixth Street| De Pere, WI 54115
Tel: (920) 339-8325 | Fax: (920) 339-4071

DE PERE

Email: tfietzer@deperewi.gov
Facebook: City of De Pere Facebook

M3 Education & Government INSURANCE

October 19, 2023

Marty J. Kosobucki
Director of Parks, Recreation and Forestry
City of De Pere

Marty,

When determining the most viable risk management strategies to apply to the Main Avenue Underpass mowing operations, there are three basic strategies to review:

- The City of DePere can *avoid* the risk.
- The City of DePere can *reduce* the risk.
- The City of DePere can *transfer* the risk.

Let's review each of these strategies in greater detail:

Risk Avoidance
After completing a risk assessment of the exposures, risks, and activities associated around the Main Avenue Underpass, the City of DePere may determine that the best thing to do is to eliminate the risk and avoid the mowing/brush clearing activity altogether.

Risk avoidance in this case is not allowing your municipal employees to take part in unsafe mowing/brush clearing operations that may require:

- Vehicle traffic to be stopped or controlled by the use of barricades and flagging personnel
- Employees to wear cleated footwear to walk on the steep slope
- Employees to attempt to control a lawn mower or other powered equipment on the steep slope

From an employee accident/injury standpoint, I view this task as extremely dangerous due to factors such as:

- *Employees having to work extremely close to moving traffic beneath the underpass.*
- *Employees having to control powered lawn mowers on a steep hill side.*
- *Employees having to work in unnatural body positions – wearing cleated footwear to walk up and down the hill side.*
- *The frequency exposure to injury appears to be high; common sense tells you that during the mowing/brush clearing operations, an employee(s) will slip, slide, and even fall during these work activities.*

- *The severity exposure is also great. An injury occurring during these operations has the potential to be very serious and very costly from a workers compensation standpoint.*

Risk Reduction
Risk reduction entails the determination if the exposures or activity associated with mowing/brush clearing operations can be modified to *reduce* the risk to the City of DePere. An example of risk reduction is the requirement that all employees must wear the proper personal protective equipment whenever this operation takes place.

Proper use of personal protective equipment still does not eliminate the serious exposure or working on a steep hill side with potentially dangerous mowing equipment.

The only risk reduction element that I determined is the safe use of the remote control mower that requires very little employee involvement on the steep slope. It appears that this mower is in periodic need of repair and to replace it may be very cost prohibitive.

Risk Transfer
Your municipality may make the decision to use subcontractors to provide services for activities such as mowing and brush clearing around the underpass. The benefit of risk transfer is that the planning, instruction, and supervision of the activity is out of the direct control of the City of DePere. From what I have been told, the city has contacted eighteen (18) subcontractors regarding the underpass mowing and brush clearing operations. To date, not a single subcontractor has responded.

> *It is my opinion that subcontractors view this job as cost prohibitive, but more importantly, extremely unsafe for their employees.*

If the municipality does find a subcontractor that will perform this job, ensure that the required expertise/certification is provided and that the appropriate insurance coverage is in place to address any potential liability concerns.

> *Risk transfer involving the use of a subcontractor may be the best option for the City of DePere if an appropriate subcontractor can be found.*

Summary

In summary, I would view the following as the best options for the city:

1. Risk Transfer – allow a subcontractor to assume the exposures of workers compensation and general liability. Unfortunately, it may be difficult to find a subcontractor to perform this task.

2. Risk Avoidance – simply stated, do not mow or cut brush around the underpass. The serious accident exposures mentioned earlier should be enough to determine that the mowing operations should not be performed by the City of DePere. By not mowing this area around the underpass, some may say that it creates an eyesore and lowers home values; this is not for me to determine. I do know that by not allowing city employees to perform these dangerous operations, the exposure to accidents and serious injuries is greatly reduced.

Education & Government INSURANCE

Maintaining the vegetation in its natural state will also contribute to erosion control around the underpass.

I was also informed that the Main Avenue corridor is up for reconstruction in 2028. At this time the city is requesting to have a design of revamping the sloped area so that it becomes low/no maintenance.

I would like to thank you for the time and courtesy extended to me during this visit. If I can be of additional service from a risk management perspective, please contact me at (715) 722-9527 or by email at ted.hayes@m3ins.com.

Thank you,

Ted Hayes, CSP, MSE
Senior Risk Manager
M3 Insurance

cc: Shannon Metzler, Human Resources Director, City of DePere
Monica Schraml, Account Executive, M3 Insurance

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 16, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Ordinance #24-01 Amending Chapter 150 of the De Pere Municipal Code Regarding Traffic Regulations (Section 150-23; Schedules E and G).**

The Board of Public Works at the January 8, 2024 meeting approved amending Chapter 150, Schedules E and G of De Pere Municipal Code regarding the operation of traffic signals at Broadway and Merrill in flash mode from midnight to 5 AM, deleting signals listed at the intersection of Lawrence and Main, and adding parking on north side of James Street from Front Street to Broadway Street and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- Ord24-01 (PDF)
- 2024 0108-CI-BOPW-PTTeam-Recommendations (PDF)
- Broadway-Merrill (PDF)
- Main_Corridor (PDF)

ORDINANCE #24-01

AMENDING CHAPTER 150 OF THE DE PERE MUNICIPAL CODE REGARDING TRAFFIC REGULATIONS (Section 150-23 Schedules E and G)

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

Section 1: Section 150-23, Schedule E (Traffic Signals/No Turn on Red), is hereby amended as follows:

DELETIONS:

Traffic Signals		
Intersection	Normal Operation	Flashing Operation
Lawrence/Main	5:00 a.m. – 12:00 a.m.	12:00 a.m. – 5:00 a.m., Yellow-Main Avenue, Red-Lawrence Drive
Broadway/Merrill	24 Hours Daily	Emergency Only, Yellow-Broadway, Red-Merrill Street

ADDITIONS:

Traffic Signals		
Intersection	Normal Operation	Flashing Operation
Broadway/Merrill	5:00 a.m. – 12:00 a.m.	12:00 a.m. – 5:00 a.m., Yellow-Broadway, Red-Merrill Street

Section 2: Section 150-23, Schedule G (PARKING), is hereby amended as follows:

DELETIONS:

No Parking			
Street	Side of Street	From Curb line or Feet/Dir. of Curb line	To Curb line or Feet/Dir. of Start
James	N.	Front	Broadway

ADDITIONS:

Three-Hour Parking 9:00 a.m. -6:00 p.m. Mon. – Sat.			
Street	Side of Street	From Curb line or Feet/Dir. of Curb line	To Curb line or Feet/Dir. of Start
James	N.	Front	Broadway

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4: This ordinance shall take effect on and after its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of January, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 01/08/2024
Publication Date: _____
Effective Date: _____

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | www.de-pere.org

City Engineer Parking and Traffic Recommendations
January 3, 2024 Meeting

Parking and Parking Lot Items:

1. Consider painting parking stalls in front of 437 and 441 Main Avenue.
   - This area was previously a driveway for the bank drive-through.
   - There is no ordinance update for this item.

Recommendation:
- Staff recommends painting parking stalls in 2024.

2. Consider parking on James Street from Front Street to Broadway Street
   - The street is 27 feet from face of curb to face of curb. The standard for parking on one side when designing new streets is 28 feet.

Recommendation:
- Staff is not opposed to adding parking on one side in this block even though it is a foot below standard. If added, staff recommends allowing parking on the north side of James Street. If parking is approved, update the Ordinance, Chapter 150-23, Schedule G as follows:

Street	Side of Street	From Curb line or Feet/Dir. of Cub line	To Curb line or Feet/Dir. of Start
James	N.	Front	Broadway

Traffic Signals

3. Consider flash operation on signals at night for Broadway and Merrill Street.
   - Current streets that operate in flash mode from midnight to 5 am include Tenth/Main, Ninth/Main, Eighth/Main, Fourth/Main, Fifth/Reid, Fourth/Reid.
   - Traffic volumes at Broadway/Merrill are like other intersections such as Main/Eighth and Main/Ninth.

Recommendation:

- Staff recommends updating the Ordinance, Chapter 150-23, Schedule E as follows:

Delete:

Intersection	Normal Operation	Flashing Operation
Broadway/Merrill	24 Hours Daily	Emergency Only, Yellow-Broadway, Red-Merrill Street

And insert:

Intersection	Normal Operation	Flashing Operation
Broadway/Merrill	5:00 a.m.-12:00 a.m.	12:00 a.m.-5:00 a.m., Yellow-Broadway, Red-Merrill Street

4. Remove Lawrence/Main traffic signal information from Schedule E in Chapter 150.
    - Signal was replaced with roundabout.

Recommendation:

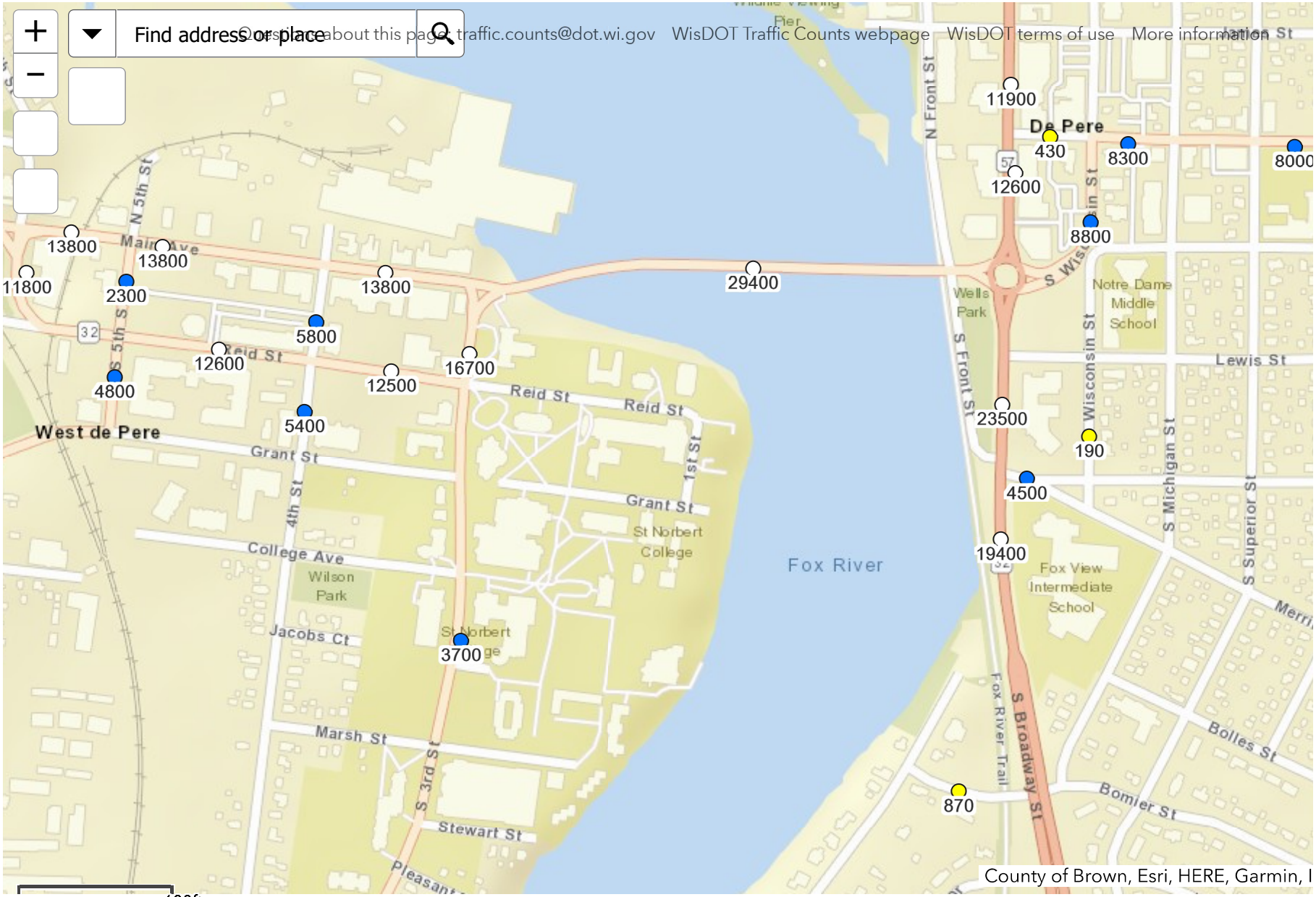
- Staff recommends updating the Ordinance, Chapter 150-23, Schedule E as follows:

Delete:

Intersection	Normal Operation	Flashing Operation
Lawrence/Main	5:00 a.m.-12:00 a.m.	12:00 a.m.-5:00 a.m., Yellow-Main Avenue, Red-Lawrence Drive

1.12.c

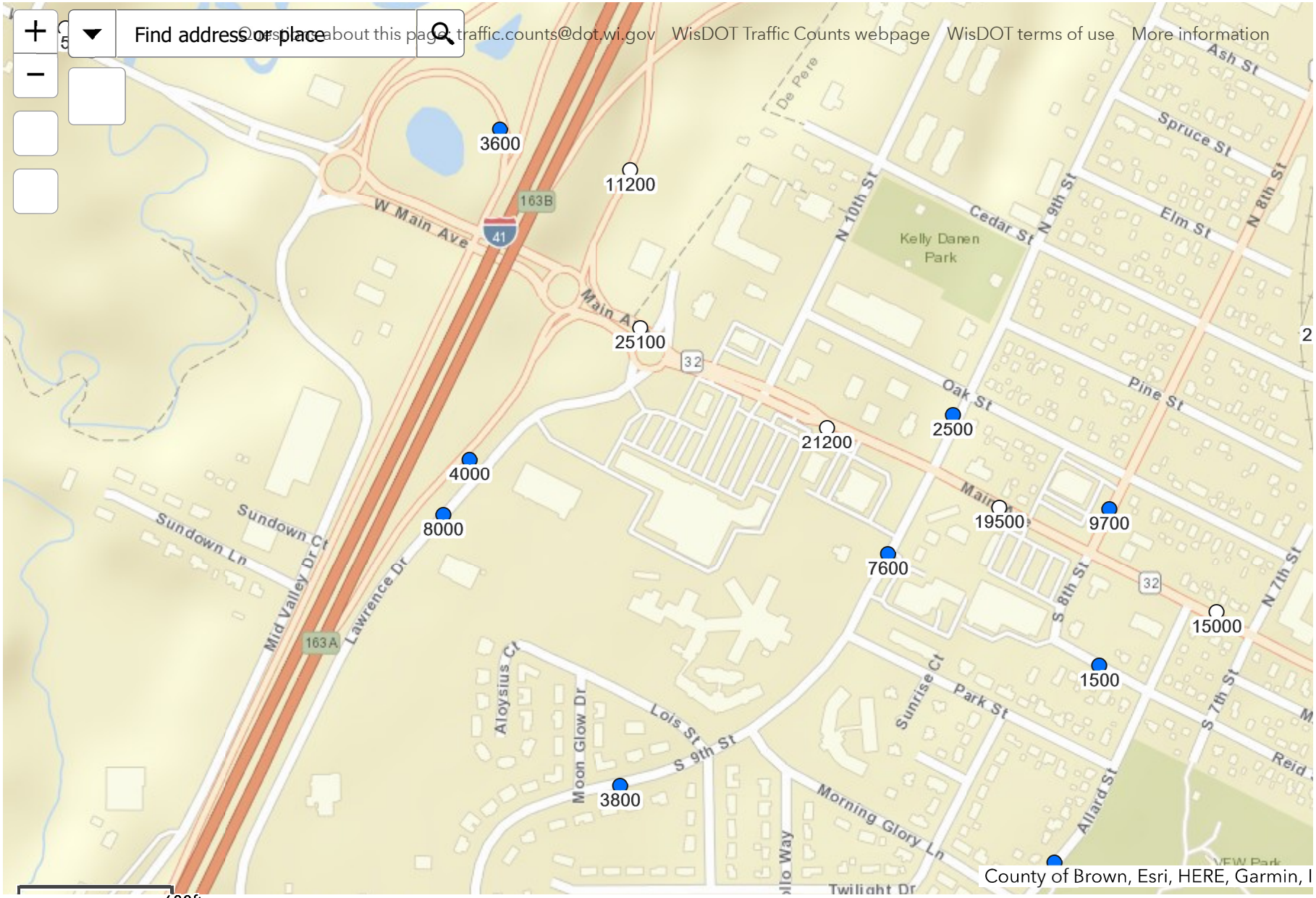
WisDOT Traffic Counts TCMap



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1.12.d

WisDOT Traffic Counts TCMap



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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 16, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Ordinance #24-02 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.**

The Board of Public Works at the January 8, 2024 meeting approved the Private Water System Inspection and Maintenance Ordinance draft and moved to send it to Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- Ord24-02 (PDF)
- 2024 0108 CI_BOPW Memo_Private Water System (PDF)
- 2023 0807 BOPW_Final Minutes (PDF)
- 2023 0807 CI_BOPW Memo_Private Water System (PDF)
- 2023 0410 BOPW_Final Minutes (PDF)
- PrivateWater11x17_072022 (PDF)
- 2023 0410 CI_BOPW Memo_Private Water System (PDF)
- 2021 0412 CI_BOPW_Private Water System (PDF)
- 2021 0412 BOPW Final Minutes (PDF)
- 2023 0109 BOPW_Final Minutes (PDF)
- 2023 0329_Private Water Systems_PIM_Presentation (PDF)
- 2023 0109 CI_BOPW Memo_Private Water System (PDF)

ORDINANCE #24-02

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.

(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.

- 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.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of January, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee/Commission Approval: 01/08/2024
Effective Date: 07/01/2024

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric Zygarlicke, Water Department Supervisor
Date: January 08, 2024

RE: Consideration and Possible Action of the Private Water System Inspection and Maintenance 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 and BOPW minutes). 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 (see attached map), 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 and BOPW minutes) in which we discussed our intent to move forward with developing a draft ordinance modeled after the Village of Howard's ordinance.

A draft of the ordinance was brought before the August 07, 2023, BOPW meeting (see attached memo and BOPW minutes) for review and discussion. Since then, we have worked with the City's legal team to finalize the ordinance for the private water systems inspection and maintenance program. 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.

We are requesting approval of the Private Water Systems Inspection and Maintenance Ordinance 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.

Board of Public Works

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

Regular Meeting

Final Minutes

Monday, August 7, 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	

Others present:
Scott Thoresen, Public Works Director
Chase Kuffel, Assistant City Engineer
Tony Fietzer, Street Superintendent
Tom Blohowiak, Maintenance Supervisor
Eric Zygarlicke, Water Department Supervisor (Remote)
Eric Erdman, Assistant City Attorney
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 July 10, 2023 Board of Public Works Meeting Minutes

   Mayor Boyd moved to approve the July 10, 2023 Board of Public Works Meeting Minutes, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

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

2. Consideration and Possible Action on Tower Lease Agreement with Verizon Wireless for Merrill Water Tower

   Alderperson Raasch moved to approve the Tower Lease Agreement with Verizon Wireless for Merrill Water Tower, seconded by Alderperson Ledvina.

   Alderperson Hansen questioned the rent and allowed equipment. Eric Erdman, Assistant City Attorney, explained the requests from Verizon and content of lease agreement that staff and Verizon agreed upon including rent and allowed equipment. Alderperson Hansen questioned the length of lease. Mr. Erdman explained the lease could be renewed for up to 15 years past the original term.

Upon vote, the motion passed unanimously.

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

3. Consideration and possible action on Cleaning Contracts for City Buildings*

Alderperson Carpenter moved to approve Cleaning Contract with Cleaning Service Solutions for City Buildings, seconded by Alderperson Hansen.

Alderperson Hansen questioned which buildings were currently being cleaned by Cleaning Service Solutions. Tom Blohowiak, Maintenance Supervisor, stated they were currently cleaning City Hall, Community Center, and Police Department. Alderperson Hansen asked which company was currently cleaning the Municipal Service Center (MSC) and if they provided a quote for services. Mr. Blohowiak stated the MSC was currently being cleaned by Pro1 Janitorial and staff asked them not to provide a quote because of poor service.

Upon vote, the motion passed unanimously.

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

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

Tony Fietzer, Street Superintendent, explained how the storage of polycarts ordinance changed in 2018 and outlined the changes staff was proposing. Staff has received a number of complaints in one neighborhood, which has led to staff evaluating City ordinance along with researching other local municipality ordinances regarding cart storage.

Alderperson Raasch asked what was fueling the complaints in the one neighborhood staff mentioned. Mr. Fietzer explained that staff received multiple complaints from alderpersons and upon inspection by staff, letters were sent to the property owners and/or tenants regarding the violation. Some of the residents that spoke with staff were understanding, while others expressed frustrations, City pettiness, and retaliation by filing complaints on others. Alderperson Raasch asked how common the storage complaints were. Mr. Fietzer stated it ebbs and flows as it is complaint driven. Alderperson Raasch explained that many infractions are complaint driven for reporting and that he rarely hears complaints. Alderperson Carpenter asked for clarification on staff's intent for ordinance amendments, including storage of carts in backyards (behind homes/garages). Mr. Fietzer explained that staff recommends amending the ordinance to allow screening of polycarts whereas they would not be visible by residents on the street between the property lot lines. Staff illustrated multiple properties that have made an effort to screen their carts making the carts not visible from the street abutting the property where the carts belong, but were still visible if viewed from an angle on a neighboring property.

Being visible from a neighboring property currently makes them in violation of the ordinance. Staff believes the intent of the storage ordinance should be to keep the carts from being an eye-sore and kept openly in front of garages, at the end of driveways, etc. Mr. Fietzer explained that staff does not receive complaints from residents seeing carts out their back windows and staff does not go into backyards (private property) to check for cart violations. Alderperson Hansen expressed his confusion over how staff plans to word the ordinance amendment. Mr. Fietzer stressed the point of screening a container that all properties have in common, that is already screening the garbage and recycling. Mayor Boyd clarified staff's intent to have carts screened from street view along the individual property between lot lines. Mr. Fietzer agreed with that intent. Mayor Boyd stated he has not received any complaints that he could recall since 2008 for cart storage violations and explained how each area of the City has varying obstacles to overcome to comply with the current storage ordinance. Mayor Boyd also stated that he did not think the change was well advertised in 2018 and that more education could made available for residents regarding the ordinance expectations. Alderperson Carpenter asked staff if they were aware of any homeowners that made alterations after receiving the notice from the City. Mr. Fietzer explained that staff generally follows up with properties 15 days after notices are sent, but staff held off on further inspections recently since the item was being discussed for possible amendment. Alderperson Carpenter stated he is in favor of keeping carts screened from view but understands the examples of locations that have made an effort to comply. Mr. Fietzer added that he took a trip through the older portion of town, where there are narrow lots and limited storage space for carts, and while there were no complaints from the neighbors to investigate, about every other house would be in violation of the current ordinance. Alderperson Ledvina asked if the amendment would allow carts to be stored in the backyards. Mr. Fietzer stated it would but that he has also not received any complaints about carts in backyards. Scott Thoresen, Public Works Director, shared history on the changes made around 2018 including the storage and reducing the number of allowed carts per parcel. Mayor Boyd outlined next steps including Public Works staff working with Legal staff to draft an ordinance change, that would be presented back to Board of Public Works and then Common Council; Mayor Boyd spoke in favor of that process.

Alderperson Raasch moved to refer back to staff to draft amendment to Ordinance 82.3(5) Storage of Polycarts to reflect staff recommendation to allow screening of polycarts from ROW lot lines-corner to corner and eliminate need for U-shaped screening on mid-block homes and require screening from view from all public ROW on corner lots, seconded by Mayor Boyd.

Alderperson Hansen asked for clarification on corner lots and also cart visibility from the corner of individual lots. Mr. Thoresen explained that corner lots would need to be screened from both street sides and demonstrated with the photos including in the packet what staff meant by visibility from the corner of individual property lines on mid-block homes. Alderperson Hansen asked how staff planned to handle the pending complaints. Mayor Boyd and Mr. Thoresen stated those properties would remain on hold until final vote at Common Council to either amend the ordinance or leave it the same. Mayor Boyd suggested a large education campaign, either explaining the changes or current ordinance expectations if there are no changes made.

Upon vote, the motion passed unanimously.

RESULT:	**REFERRED BACK TO STAFF [UNANIMOUS]**
	Next: 9/11/2023 7:30 PM
MOVER:	Dean Raasch, Alderperson
SECONDER:	James Boyd, Mayor
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

5. Update for Private Water System Inspection and Maintenance Draft Ordinance

   Eric Zygarlicke, Water Department Supervisor, requested comments on the draft ordinance included in the agenda packet brought forward based on previous discussions at Board and similar ordinances in neighboring communities. Mr. Zygarlicke explained the final ordinance would be brought to the Board for approval in December and followed by letters to potentially impacted properties with information about the new inspection and maintenance ordinance and staff fees for performing services.

   Alderperson Carpenter questioned the timing of two items listed in the draft ordinance. Mr. Zygarlicke explained the timing is based on Wisconsin DNR standards and state statutes. Alderperson Hansen asked why the ordinance would not be available for action until December. Mr. Zygarlicke stated that date was part of an original timeline that allowed for a comment period prior to taking action and then rolling out for enforcement on the private systems July 2024.

RESULT:	**DISCUSSED**

6. Consideration and possible action on DOT – Municipal Agreement for Street Lights*

   Scott Thoresen, Public Works Director, stated the City received a grant from the Wisconsin DOT for replacing street lights to LED and explained the agreement outlines how the grant funds are dispersed.

   Mayor Boyd moved to approve DOT-Municipal Agreement for Street Lights, seconded by Alderperson Ledvina.

   Tom Blohowiak, Maintenance Supervisor, explained this grant was from 2022 and stated there could be additional funds coming for the grant he applied for in 2023. Alderperson Hansen asked what areas staff planned to target for replacement. Mr. Blohowiak explained it can be used for any street light fixtures that are owned and maintained by the City and would be a systematic progression from one area to another including industrial parks on East and West sides.

   Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

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*

Alderperson Carpenter moved to approve Revision #1 of the State/Municipal Agreement with WisDOT for a STP-Urban Project on Lawrence Drive, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

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

8. Consideration and possible action on approval for structure of the Foundation Drain Disconnection Program*

Chase Kuffel, Assistant City Engineer, explained that the information provided for action was all previously discussed during past discussions at the Board of Public Works and was being presented for action at the request of Board members. Mr. Kuffel explained the current draft policy including retroactive reimbursements to January 1, 2023 and the cost sharing percentages for volunteer properties versus mandated properties. Mr. Kuffel explained the next step would be to draft the ordinance changes for approval and begin having properties complete the work for reimbursement.
Mayor Boyd stated he attended a neighborhood meeting and discussed with program with residents and most residents provided positive feedback. Mr. Kuffel stated more information would be mailed to impacted residents following approval at Common Council. Alderperson Hansen requested a timeline for next steps. Mr. Kuffel stated his plan to have the draft ordinance amendments for review and approval at Board in December. Alderperson Hansen questioned including mandate language from the start of the program since volunteers may account for the first year of the program. Mr. Kuffel believes staff will see a considerable number of volunteers once the cost share information is approved and revealed. Mr. Kuffel stated that further correspondences with impacted property owners will outline the cost share decrease to help incentivize volunteers. Alderperson Hansen questioned the results seen by other communities that offered volunteer-only programs. Mr. Kuffel stated he has not been in contact with them regarding their results. Alderperson Carpenter questioned the content of completing 100 properties per year. Mr. Kuffel stated that one contractor he has been in contact with could complete 100 properties per year. Alderperson Carpenter stated the more contractors that show interest and begin working on this program could result in many more properties being completed each year. Mr. Kuffel agreed that would be beneficial for the City. Mr. Kuffel stated staff planned to share a list of qualified contractors in future correspondences with property owners.

Mayor Boyd moved to approve draft Foundation Drain Disconnection Program based on discussions from past Board of Public Works meetings, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

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

IV. Future Agenda Items

None

V. Adjournment

Mayor Boyd adjourned the meeting at 8:14 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Respectfully submitted,
Betty Sellenheim

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.

Board of Public Works

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

Regular Meeting

Final Minutes

Monday, April 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	

Scott Thoresen, Public Works Director
Eric Rakers, City Engineer
Eric Zygarlicke, Water Supervisor
Chase Kuffel, Assistant City Engineer
Betty Sellenheim, Recording Secretary
Dennis Allie, 460 Wilcox Ct
Nick Olp, 702 Reid St
Dawn Paradiso-Hansen, Rock the Dock

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 March 13, 2023 Board of Public Works Meeting Mintues

Alderperson Carpenter moved to approve the March 13, 2023 Board of Public Works Meeting Minutes, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

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

2. Consideration and possible action on Preliminary Resolution for Special Assessments for Storm Sewer Main and/or Laterals

Eric Rakers, City Engineer, explained the preliminary resolution and special assessments for storm sewer main and/or laterals associated with resurfacing and reconstruction projects in 2023. Mr. Rakers explained the locations and limits of the projects that included special assessments, along with the ordinances governing the installation and charges. Mr. Rakers outlined the special assessment amount as previously approved by the Board of Public Works. Mr. Rakers outlined the notices sent to properties regarding the special assessments and projects. Mr. Rakers also explained the payback options once the special assessments for storm sewer main and/or laterals were invoiced. Mr. Rakers

recommended the Board approve the preliminary resolution and set 5 year payback option and schedule the public hearing for May 8, 2023.

Alderperson Carpenter asked staff to explain how the costs are calculated. Mr. Rakers explained how staff calculates the cost of storm sewer main and/or lateral based on the past three years construction projects with similar work/materials. Alderperson Raasch asked the monthly payment amount if residents chose the 5 year payback option. Mr. Rakers explained that it depends on the cost of the assessment and outlined how the billing occurs following the completion of the storm sewer work associated with the project. Mayor Boyd asked Larry Delo, City Administrator, if he knew the current interest rate. Mr. Delo speculated the interest rate would be between 3% and 5%.

Mayor Boyd moved to open the meeting for public comment at 7:38 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Dennis Allie of 460 Wilcox Ct expressed concerns over the changes to work on Wilcox Court to include storm sewer main and/or lateral based on one person's request, while others have been successfully dealing with stormwater. Mr. Rakers explained staff's process of storm sewer installation for properties during construction projects, with the ultimate goal of each property having a storm lateral in the future. Mr. Rakers explained that staff researches past drainage issues or complaints in regards to each project as it is being designed. Mr. Allie asked if residents were required to connect sump pumps to the storm lateral. Mr. Rakers explained that staff did not mandate connection to the storm lateral and stated that laterals are installed with construction to minimize road impacts when a property does decide to connect and it also saves the resident money. Mr. Rakers added that if a property does connect to the storm lateral, the assessment becomes due in full at that time. Scott Thoresen, Public Works Director, added that properties with nuisance sump pump discharge are mandated to connect to available storm sewer.

Nick Olp of 702 Reid St requested additional information regarding the sanitary work associated with the project. Mr. Rakers outlined the sanitary portion of the proposed work.

Mayor Boyd returned to regular session at 7:45 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Mayor Boyd reiterated the next steps of the process for approval of the Resolution for Special Assessments. Alderperson Raasch asked for cost clarification on the lateral portion from the house to the connection at the right of way. Mr. Rakers affirmed that cost was in addition to the special assessment and at the property owners expense and the property owner would contract that work on their own. Mr. Rakers added that there would also be a plumbing permit fee from Building Inspection. Alderperson Carpenter asked staff to explain how the lateral location is determined. Mr. Rakers explained the process for residents to set the location they desire their lateral. Mr. Rakers explained the sequence of utility replacements for residents to watch for their laths. Alderperson Hansen asked staff to explain which homes on Wilcox Ct currently have storm main. Mr. Rakers explained the limits of the current storm sewer on Wilcox Ct.

Mayor Boyd moved to approve preliminary resolution and set 5 year payback option and schedule the public hearing for May 8, 2023, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

3. Consider and Possible Action on Rock the Dock Request to Use Public Parking Lots*

Scott Thoresen, Public Works Director, outlined the request from Dawn Hansen regarding the use of public parking lots for Rock the Dock event and charging parking fees. Mr. Thoresen explained this would be a pilot event that would assist in the creation of a public parking lot policy for future events.
Alderperson Ledvina asked for clarification on the lot in front of the library. Mayor Boyd and staff stated that lot was not included in the request. Alderperson Ledvina asked for clarification on the circle driveway lots of Voyageur Park. Mr. Thoresen stated he did not believe those were included and added that Dawn had been working with private owners to get permission to use their lots. Mayor Boyd stated that Dawn could provide clarification. Alderperson Carpenter asked how staff would handle parking for businesses and tenants. Mr. Thoresen stated it would not be handled by staff and would be handled by Rock the Dock. Mayor Boyd asked for additional clarification from the City Administrator. Larry Delo, City Administrator, explained the research that is required to ensure no language exists in agreements and grant documents, that prohibits charging for parking in the large parking lot west of the Fox River Trail.

Mayor Boyd moved to open the meeting for public comment at 7:58 PM, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

Alderperson Raasch asked how charging for parking was decided, rather than charging for entrance into the event. Mayor Boyd asked if that has been done at other events she runs. Dawn Paradiso-Hansen of Rock the Dock stated that they have not charged for parking in the past. Ms. Hansen explained that charging for parking creates revenue without shutting down the park. Ms. Hansen also explained that closing down the park is also very costly and prohibits the recreational use by others not participating in Rock the Dock. Ms. Hansen explained the civic groups that volunteer to monitor the parking lots would be provided a portion of the parking revenue for the time they worked.
Alderperson Raasch asked if anything would prevent someone from walking into the event without parking in the paid lots. Ms. Hansen stated anyone can come to the event and would not be required to park in the paid lots. Ms. Hansen added that she has received permission from some private owners to use their lots. Mayor Boyd asked for clarification on the limits of the request to include the "extension of William Street". Ms. Hansen confirmed she is looking to use the extension of William Street/loop parking area for food trucks, sponsors, and musician vehicles. Alderperson Raasch asked how many years Rock the Dock has been put on. Ms. Hansen stated this will be the fifth year. Mayor Boyd confirmed the date and time of the event.

Mayor Boyd moved to return to regular session at 8:04 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Alderperson Carpenter moved to approve pilot program for public parking lot use and allow Rock the Dock to utilize public parking lots and charge parking for event on August 19, 2023, seconded by Alderperson Hansen.

Mr. Thoresen verified that the Board would be amenable to other public parking lots in the area if Ms. Hansen requested their use. The mover and seconder agreed. Alderperson Ledvina stated her concerns about taking away parking from businesses if the request expanded too far past the current limits. Mayor Boyd agreed. Alderperson Raasch expressed concerns about downtown parking being utilized by patrons not willing to pay to park close to the event, preventing business usage of those parking spaces.

Upon vote, the motion passed unanimously.

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

4. Update for Private Water System Inspection and Maintenance

Eric Zygarlicke, Water Supervisor, provided an update on the Private Water System Inspection and Maintenance including the Public Information Meeting and work with the Legal Department on drafting an ordinance.
Alderperson Hansen asked staff to elaborate on the response from the private system owners. Mr. Zygarlicke stated that the response was positive and that some entities did not realize they had private systems and it was a learning opportunity for them. Alderperson Carpenter asked if staff currently provides maintenance at certain locations. Mr. Zygarlicke stated there were a few private locations in the City that staff does some maintenance including flushing hydrants. Alderperson Carpenter asked how the DNR responds to these ordinances. Mr. Zygarlicke replied that Village of Howard has had their ordinance in place since 2017 without any issues and the City plans to model off of theirs.

RESULT:	**DISCUSSED**

5. Consideration and possible action on Community Development Block Grant Application Resolution for Authorizing a Guarantee to Match Funds*

Scott Thoresen, Public Works Director, explained this step to the Community Development Block Grant process of matching funds currently estimated at $890,795.

Alderperson Raasch moved to approve the Community Development Block Grant Application Resolution for Authorizing a Guarantee to Match Funds, seconded by Mayor Boyd.

Alderperson Hansen added that due to the income restrictions of the CDBG, a portion of S. Superior was not included, but staff is looking at including the work on that portion of street in another project concurrent with CDBG. Mr. Thoresen agreed.

Upon vote, the motion passed unanimously.

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

6. Discuss Alderperson Hansen's Request to Analyze Parking On George Street to Determine if Additional Parking Restrictions are Required to Improve Visibility at Various Intersections

Alderperson Hansen explained his request for analyzing parking on George Street to address potential visibility issues. Mayor Boyd asked how many complaints have been received. Alderperson Hansen explained the half dozen complaints he has received. Mayor Boyd asked if there were any documented accidents at this location. Scott Thoresen, Public Works Director, stated that majority of accidents in this area are occurring one block east at the signalized intersection and that none of the accidents in the George Street corridor were caused by visibility issues due to parked cars or landscaping. Alderperson Carpenter asked how many parking stalls were in front of Notre Dame School to the west of this intersection. Eric Rakers, City Engineer, stated there were likely 7 or 8 stalls. Alderperson Raasch stated that on-street parking acts as a traffic calming measure and asked what changes could be made to improve visibility. Mr. Rakers stated that George Street is a perfect example of traffic calming using on-street parking and expressed that if changes were made for this intersection, it would need to be reflected on all intersections in downtown George Street. Alderperson Carpenter asked if parking could be restricted in front of Notre Dame School in the morning during drop-off times and in the afternoon during pick-up times. Mr. Rakers explained that changes to the parking would likely be the permanent removal of a parking spot or two. Mr. Thoresen added that to reduce visibility issues, residents have the option of using the signalized intersection one block east.

Alderperson Carpenter moved to open the meeting for public comment at 8:29 PM, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

Richard and Diana Allcox of 221 S. Huron St shared their concerns about visibility at this intersection. Mayor Boyd shared that drop-off is not designated for the front of the building along George Street. Alderperson Ledvina shared that a crossing guard is at that location during drop-off and pick-up hours. Mr. and Mrs. Allcox and Alderperson Ledvina expressed their appreciation for the crossing guard who occasionally acts as traffic control.

Mayor Boyd moved to return to regular session at 8:34 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Alderperson Ledvina asked what the parking restrictions were in this area. Alderperson Hansen stated it was three hours. Mayor Boyd agreed. Alderperson Hansen stated it was mostly staff utilizing the spaces in front of the school. Alderperson Ledvina suggested the Police patrol the area more often to enforce parking restrictions and limits. Mayor Boyd agreed and suggested having a discussion with Notre Dame. Alderperson Raasch shared his personal experience and suggested no change but monitor the situation. Mayor Boyd suggested reaching out to Notre Dame regarding staff parking on George Street; Alderpersons Ledvina and Raasch agreed with that approach. Mr. Thoresen offered to

reach out to PD regarding enforcing parking restrictions. Alderperson Carpenter spoke in favor of enforcing the parking restrictions. Alderperson Ledvina spoke in favor of alerting Notre Dame. Mayor Boyd spoke in favor of both options.

RESULT: NO ACTION

7. Consideration and possible action on sump pump installation program

Chase Kuffel, Assistant City Engineer, provided an overview of the sump pump installation program, to be officially named the Foundation Drain Disconnection Program, and requested guidance from the Board on how to run the program and approval to begin phase 1 of the program to include sending letters to impacted properties.

Mayor Boyd asked if staff was looking for recommendation tonight on the guidance of the program or to begin phase 1. Mr. Kuffel stated staff was looking for approval to begin phase 1 and guidance would be considered at a separate meeting. Mayor Boyd made the following suggestions to the letter: add early buy-in incentive number, list as ARPA funds (use by end of 2024), and a respond by date. Alderperson Hansen agreed and asked at 80% funded how many locations could be completed. Mr. Kuffel stated that would cover about 40-50 properties per year over the two years, but more firm numbers would be available as the program was established. Alderperson Carpenter asked how much the City pays for treatment of clear water and increased sewer size. Eric Rakers, City Engineer, shared videos of clear water coming out of sanitary lateral replacements during construction to demonstrate the amount of I&I the City is dealing with. Alderperson Carpenter stated that City of Green Bay previously required the installation of sump pumps at the time of sale and asked if De Pere could do that. Scott Thoresen, Public Works Director, explained that funding for this program would come with a considerable increase to the sewer fees. Mr. Thoresen further explained how the City is billed for treatment of I&I by Green Bay Metropolitan Sewerage District. Alderperson Carpenter asked why funding would come from sewer fees and not stormwater fees. Mr. Thoresen explained the reasons it would be funded by sewer fees and stated that both sewer and stormwater fees will need to increase. Alderperson Raasch asked for clarification on past rate increases. Mr. Thoresen explained those rate increases were driven by GBMSD plant expansions. Alderperson Raasch asked if De Pere was paying for deficiencies in other communities, though doing well in our own systems. Mr. Rakers explained the work the City was doing to mitigate issues, but also addressed areas that still need improvement. Mr. Rakers explained that the City was not paying for other communities deficiencies, but was paying for their own deficiencies surrounding I&I mitigation. Mr. Rakers stated that due to state regulations, sump pump installations cannot be mandated with a home sale. Alderperson Carpenter asked how long staff believes this program will take to complete. Mr. Kuffel stated that staff realistically believes this program will take about 20 years to complete. Alderperson Ledvina asked about the inspection process. Mr. Kuffel explained that an inspector would be hired to inspect the locations that report to staff the presence of a sump pump after receiving the phase 1 letter and an inspector would also be used to inspect locations that have sump pumps added as part of the program to ensure proper installation and disconnection from sanitary. Alderperson Ledvina asked if sump pumps required a permit through Building Inspection. Mr. Kuffel stated it was something he would need to investigate. Mr. Rakers outlined the research staff completed to find background information on locations that had permits, photos, letters of violation, and other documentation of existing sump pumps. Alderperson Ledvina asked if sump pumps could be inspected when water meters required new

batteries. Eric Zygarlicke, Water Department Supervisor, stated that would not be for about 10 more years. Betty Sellenheim, Recording Secretary, verified that sump pumps were listed as a fixture on plumbing permits through Building Inspection.

Mayor Boyd moved to approve implementation of the Foundation Drain Disconnection Program/Sump Pump Installation Program and begin phase one by sending letters to property owners within program area, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

8. Consideration and Possible Action on Enterprise Drive Reservoir Cleaning and Overcoating*

Eric Zygarlicke, Water Supervisor, explained how staff worked with the contractors to obtain proposals for this item since the January meeting, outlined funding over the budgeted amount, and recommended approval to Water Tower Clean and Coat.

Alderperson Hansen moved to approve Enterprise Drive Reservoir Cleaning and Overcoating from Water Tower Clean and Coat, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

9. Consideration and possible action on award of Contract 23-09 Pond and Drainage System Construction*

Eric Rakers, City Engineer, explained the project, project limits, and funding.

Mayor Boyd moved to approved to approve Contract 23-09 Pond and Drainage System Construction to Advance Construction, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

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

10. Consideration and possible action on reconstruction of additional alley under Contract 23-02 Ridgeway and East River Drive Pavement Rehabilitation*

Eric Rakers, City Engineer, outlined the alley reconstruction work as bid in 2022 and rebid in 2023 as part of Project 23-02 and explained that in 2023 the cost of the reconstruction was significantly lower and allowed for the fourth alley to be reconsidered for reconstruction. Mr. Rakers explained that on top of the favorable pricing, the fourth alley is adjacent to Lewis Street which is being reconstructed with the same contractor and property owners were previously made aware of the construction and would not be surprised by the work.

Alderperson Carpenter moved to approve addition of alley under Contract 23-02 Ridgeway and East River Drive Pavement Rehabilitation, seconded by Alderperson Raasch.

Alderperson Hansen asked what would happen with the remaining budgeted funds. Mr. Rakers explained the City would not bond for it, provided it is not needed to fund Project 23-07 or Project 23-01.

Upon vote, the motion passed unanimously.

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

11. Consideration and possible action on Ald. Hansen request for hot mix asphalt patch on Merrill Street

Alderperson Hansen explained his request for hot mix asphalt patch on Merrill Street between Superior Street and Huron Street.
Mayor Boyd asked how close this area was to qualify for resurfacing or reconstruction. Eric Rakers, City Engineer, explained that hot patches were not common in the City and are funded through the resurfacing budget. Mr. Rakers further added that Merrill Street would be reconstructed at the point it met those standards. Alderperson Hansen asked about the timeline for Merrill Street to qualify for reconstruction. Mr. Rakers stated it would be a few years and outlined the rating needed to qualify for reconstruction. Scott Thoresen, Public Works Director, explained that cold patching allows the street to continue to degrade on the reconstruction rating scale, while hot patching would increase the rating and cause the reconstruction to be further into the future.

Mayor Boyd moved to continue maintaining the area unless there is a base failure of the road, at which point it will be milled and hot mixed patched, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

12. Consider and Possible Action on Wayfinding Signs*

Scott Thoresen, Public Works Director, explained the previous wayfinding sign project, along with funding requirements. Mr. Thoresen added that wayfinding signs are not as practical with smart phones and map apps. Mr. Thoresen explained the request from the City Administrator to discuss at the Board to determine next steps. Mr. Thoresen added that staff believes, at a minimum the old signs should be removed, but added that signs could be installed for public parking following the parking study, as these do not show up on maps as readily.
Alderperson Raasch expressed concerns over the price of the wayfinding and pedestrian nodes project and agreed with having signs for public parking. Mr. Thoresen explained the signs had many decorative and architectural features that increased the cost and

provided options for moving forward including scaling back on the amount of signs or getting new proposals from other firms. Mayor Boyd and Alderperson Raasch spoke in favor of having signs for public parking. Alderperson Ledvina asked if signs could be made in-house based off the project plans. Mr. Thoresen explained the capabilities of the sign shop compared to the project plans. Mr. Thoresen explained staff's request for information from the Board on how to proceed with the wayfinding project. Alderperson Hansen stated his support of the wayfinding signs and stated the Definitely De Pere was also in favor of the wayfinding signs.

Mayor Boyd moved to remove the current deteriorating wayfinding signs, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

Alderperson Raasch referred back to staff to provide a plan focused on public parking following the release of the parking study, seconded by Mayor Boyd. Upon vote, the motion passed unanimously.

Alderperson Hansen referred back to staff to determine how much money is available in the rebranding funds and provide a skinny-down plan for wayfinding signs outside of parking, but following the release of the parking study, seconded by Mayor. Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

IV. Future Agenda Items

None

V. Adjournment

Alderperson Carpenter moved to adjourn the meeting at 9:34 PM, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

Respectfully submitted,
Betty Sellenheim

Private Water Systems- July 2022

Legend

Private Water Systems

Village of Ashwaubenon

Village of Allouez

Village of Hobart

Village of Bellevue

City of De Pere

Town of Lawrence

Town of Ledgeview

Town of Rockland

Town of Glenmore

Fox River

East River

Ashwaubenon Creek

NOT TO SCALE

This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for [illegible] information contained in or com[illegible]

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
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric Zygarlicke, Water Department Supervisor
Date: April 12, 2021

RE: Requirement for Private Water System Inspection and Maintenance

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 also 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. Never the less, 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.

Staff would like to create an ordinance similar to the Village of Howards (see attached) which would establish the requirements for a private water main system.

If the BOPW supports creating a private water system ordinance then staff would bring a draft ordinance for the BOPW to consider at a future meeting. In addition, it would be staff's intent to notify owners of private systems of the City's intent to create the ordinance.

Board of Public Works

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

Regular Meeting

Final Minutes

Monday, April 12, 2021 **7:30 PM** **GoToMeeting**

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	Remote	
Dan Carpenter	Alderperson	Remote	
Jonathon Hansen	Alderperson	Remote	
Shana Defnet Ledvina	Alderperson	Remote	
Dean Raasch	Alderperson	Excused	

Others present:
Scott Thoresen, Director of Public Works (Remote)
Eric Rakers, City Engineer (Remote)
Marty Kosobucki, Director of Parks, Recreation and Forestry (Remote)
Eric Zygarlicke, Water Department Supervisor (Remote)
Betty Sellenheim, Recording Secretary (Remote)

2. Public Hearing to Levy Special Assessments

i. Notice of Public Hearing

Betty Sellenheim, recording secretary, informed the Board and audience that the notice of public hearing was published in the Green Bay Press Gazette on March 26, 2021.

ii. Recommendation from the Board of Public Works

Eric Rakers, City Engineer, informed the Board and audience that the Board of Public Works adopted the preliminary resolution to schedule the public hearing for authorizing levying special assessments on March 8, 2021.

iii. Final Resolution Authorizing Levying Special Assessments

1. Consideration and possible action on Resolution #21-01, Final Resolution Authorizing Levying Special Assessments for Storm Sewer Main and/or Laterals

Mayor Boyd opened the public hearing at 7:33 PM and asked if anyone in the audience wished to speak at the public hearing. There were no questions or requests to speak from the audience.
Mayor Boyd closed the public hearing at 7:34 PM.
Alderperson Hansen moved to approve the final resolution authorizing levying special assessments for storm sewer main and/or laterals, seconded by Alderperson Ledvina.

Alderperson Hansen reminded impacted properties about tree replacements due to construction. Alderperson Carpenter asked about a mini sewer in the project area. Mr. Rakers stated the property in question would be connected to the new storm sewer and the mini sewer would be abandoned. Alderperson Hansen questioned the limits of Winnebago

Street project. Mr. Rakers provided background information regarding the Winnebago Street repairs.

Upon vote, the motion passed unanimously.

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

II. Public Comment

None

III. Items

1. Approval of March 8, 2021 Board of Public Works Meeting Minutes

Alderperson Carpenter moved to approve the March 8, 2021 Board of Public Works Meeting Minutes, seconded by Alderperson Hansen.
Upon vote, the motion passed unanimously.

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

2. Consideration and possible action regarding Wayfinding and Pedestrian Node Plan

Marty Kosobucki, Parks, Recreation & Forestry Director, briefly explained the wayfinding and pedestrian node plan and introduced Daniel Grove from Kimley-Horn. Mr. Grove explained the plan more in-depth.

Alderperson Hansen questioned the naming of the locations and maintenance/management. Mr. Grove and Mr. Kosobucki explained the location names. Alderperson Hansen questioned the color scheme of the vehicular wayfinding signs. Mr. Grove explained the colorations as chosen by the steering committee. Alderperson Hansen questioned the color pallette chosen. Mr. Grove explained the colors were chosen from the city logo to be incorporated. Alderperson Ledvina asked what the next steps would be for implementation. Mr. Kosobucki explained the process for submitting the plan as a proposal for future budgets to be presented and approved by Common Council. Alderperson Hansen asked if Stadium Tax/Streetscape funds could be used for implementing the wayfinding and pedestrian node plan. Scott Thoresen, Public Works Director, reminded the Board that two projects (downtown art sculpture walk and banners) were approved for funding from stadium tax, limiting any possible available funds.

Mayor Boyd moved to approve the wayfinding and pedestrian node plan, seconded by Alderperson Carpenter.

Upon vote, the motion passed unanimously.

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

3. Consideration and Possible Action on Requirement for Private Water System Inspection and Maintenance

Eric Zygarlicke, Water Department Supervisor, explained his request to require private water systems to perform maintenance and inspections and stated if approved, staff would work to draft an ordinance that would be brought back to the Board for approval in the future. Scott Thoresen, Public Works Director, added if the time came that a draft ordinance was presented to the Board, contact would be made to the private water system owners to invite them to the meeting.

Alderperson Carpenter asked about current policies on private water systems. Mr. Zygarlicke explained the City does not have any policies or regulations for inspections and maintenance on private systems and establishing the ordinance would allow private system owners to contract on their own or with the City for inspections and maintenance. Alderperson Carpenter asked on new construction with a private water system, if the City could require a pit and meter all water. Mr. Zygarlicke stated staff would require a master meter station. Alderperson Carpenter remarked on the potential costs to the private water system owners if the City implemented the proposal. Mr. Thoresen elaborated on Alderperson Carpenter's comments. Mayor Boyd and Alderpersons Carpenter and Hansen expressed interest in pursuing an ordinance but stated it would take time to get it through.

Alderperson Ledvina moved to approve the requirement for private water system inspection and maintenance, seconded by Mayor Boyd.
Upon vote, the motion passed unanimously.

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

4. Discuss City Engineer Recommendations for No-Action Parking & Traffic Discussion Items

Eric Rakers, City Engineer, explained the three items discussed at Parking and Traffic Team with no-action recommended.

Item #1 was the installation of RRFB on S. Broadway at Bomier. Mr. Rakers explained the requirements that needed to be met for installation of an RRFB. Alderperson Hansen asked Mayor Boyd to see if anyone was in the audience to speak on this item. Mayor Boyd checked with the audience and nobody requested to speak on this agenda item. Alderperson Hansen outlined concerns from Ms. Brey and his personal experience regarding this intersection. Mr. Rakers explained he has crossed this intersection without

trouble and added staff could look into placing advanced warning signs approaching the crosswalk and use this location for frogger activities. Alderperson Ledvina stated she liked staff's suggestions and asked staff to conduct a pedestrian count during summer weather. Mayor Boyd asked if staff could implement the suggestions internally. Mr. Rakers stated this location could be added for frogger and deferred to Scott Thoresen, Public Works Director, regarding the installation of advanced warning signs. Mr. Thoresen stated the signs should have been installed when the crosswalk was and public works has no issue installing the signs. Mayor Boyd asked if the state would need to approve the sign installation. Mr. Rakers stated he did not think they would need to approve the signs, but they would have needed to approve an RRFB installation. Alderperson Carpenter agreed with the sign installation and suggested the mobile speed board for this location. Alderperson Hansen requested the crosswalk be painted with the ladder style lines.
Staff to add advanced warning sign for crosswalk, investigate requirements for ladder crosswalk, and check with the Police Department to locate mobile speed board at this location
Item #2 was a request to consider reconstructing Lawrence Drive with traffic calming measures.
Item #3 was a request to consider installation of a warning sign or flashing light at the alley on George Street, between Broadway and Wisconsin. Alderperson Hansen read an email from a downtown business owner who uses this alley and has had incidents with pedestrians.

5. Consideration and possible action on award of Contract 21-01 Sewer and Water Relay and Street Resurfacing*

Eric Rakers, City Engineer, explained the project, limits, and funding sources. Alderperson Carpenter agreed with staff and added that he would want to see the COVID relief funds be prioritized for these projects. Alderperson Hansen agreed with staff and Alderperson Carpenter.

Mayor Boyd moved to approve award of Contract 21-01 Sewer and Water Relay and Street Resurfacing to Dorner, Inc in the amount of $1,411,405.70, bonding $170,000 with COVID relief funds being prioritized to cover the water main cost overage, seconded by Alderperson Carpenter.
Upon vote, the motion passed unanimously.

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

6. Consideration and possible action on award of Contract 21-02 Erie Street Reconstruction and Utility Relay*

Eric Rakers, City Engineer, outlined the project, limits, and funding sources.

Alderperson Hansen moved to approve award of Contract 21-02 Erie Street Reconstruction and Utility Relay to Jossart Brothers, Inc. in the amount of $1,417,716.50, bonding $200,000 with COVID relief funds being prioritized to cover the water main cost overage, seconded by Alderperson Carpenter.

Upon vote, the motion passed unanimously.

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

7. Consideration and possible action on award of Contract 21-13 Crackfilling and Seal Coating*

Eric Rakers, City Engineer, outlined the project and funding sources.

Mayor Boyd moved to approve award of Contract 21-13 Crackfilling and Seal Coating to Asphalt Seal & Repair, Inc. in the amount of $135,755.00, seconded by Alderperson Ledvina.
Upon vote, the motion passed unanimously.

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

8. Consideration and possible action on award of RFP 21-19 Mudjacking*

Eric Rakers, City Engineer, explained the annual proposal for mudjacking and funding sources.

Alderperson Hansen moved to approve award of Request for Proposal 21-19 Mudjacking to Badger Concrete Lifting in the amount of $8,800, seconded by Alderperson Carpenter.
Upon vote, the motion passed unanimously.

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

9. Consideration and possible action on award of RFP 21-19A Sidewalk Grinding*

Eric Rakers, City Engineer, outlined the annual proposal for sidewalk grinding and funding sources.

Alderperson Ledvina moved to approve award of Request for Proposal 21-19A Sidewalk Grinding to Universal Concrete Grinding, LLC in the amount of $15,769.20, seconded by Mayor Boyd.
Upon vote, the motion passed unanimously.

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

10. Consideration and Possible Action on Reservoir Mixers*

Scott Thoresen, Public Works Director, explained proposals that were received for Ninth Street and Scheuring Road reservoir mixers and funding sources.

Alderperson Carpenter expressed concerns over the pricing differences between the responsive vendors. Mr. Thoresen explained the vendor was on the meeting if there were questions he could answer.

Alderperson Carpenter moved to open the meeting to public comment at 8:57 PM, seconded by Mayor Boyd.

Jason Metz, William Reid LTD, explained the pricing from his proposal. Alderperson Carpenter asked how the mixer would be installed at Ninth Street reservoir with the wall and pillars inside. Mr. Metz stated he explained the situation to the manufacturer and they outlined how to install the mixer properly.

Mayor Boyd moved to return to regular session at 9:00 PM, seconded by Alderperson Carpenter

Alderperson Carpenter moved to approve the reservoir mixers by William Reid LTD in the amount of $14,995.00 per reservoir, seconded by Alderperson Ledvina.

Alderperson Hansen questioned a remark about the Merrill Street reservoir. Mr. Thoresen explained it was about the differences in Ninth Street reservoir and the pillars/walls inside. Alderperson Hansen asked if there was a mixer installed at Merrill. Mr. Thoresen stated there was not but will be in the future. Merrill Street was supposed to be completed in 2021 but there were SCADA updates that had been unaccounted for at the time of budgeting and the Board approved changing the locations.

Upon vote, the motion passed unanimously.

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

11. Consideration and possible action on Leak Detection Survey*

Scott Thoresen, Public Works Director, explained the leak detection survey program and the proposals received. The 2021 survey program is a joint proposal with Village of Allouez and Village of Bellevue.

Mayor Boyd asked about the return savings from finding the leaks through this survey program. Mr. Thoresen explained the leaks and rates of water loss that were found in the 2019 program. Alderperson Ledvina verified that the communities in the joint proposal were also moving forward with obtaining approvals for leak detection. Mr. Thoresen stated they were.

Mayor Boyd moved to approve the proposal from Ferguson Waterworks Services for Leak Detection Survey in the amount of $17,500, seconded by Alderperson Ledvina Upon vote, the motion passed unanimously.

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

IV. Future Agenda Items

Alderperson Hansen requested staff research the cost associated with painting the backs of new entrance signs gray.

V. Adjournment

Mayor Boyd moved to adjourn the meeting at 9:08 PM, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

***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, April 12, 2021 so that arrangements can be made.

Agenda Sent To:

MAYOR
ALDERPERSONS
DEPARTMENT HEADS
ALEXANDRIA HUGHES
ALFRED J & MELISSA L WALKER
AMY L SADEWATER
ANDREA THORPE
ANDREW & SOFIA KRANS
ANDREW M & CHRISTINA L DEKEUSTER
ANTHONY D & KATHERINE J HAMILTON
ANTHONY J LANZ
AVERY G GARCIA, ETAL
BARBARA WOCHE
BEACHWALKER EXPRESS LLC
CASTLE ROCK HOMES LLC
CHRISTOPHER G & ANNETTE EASTMAN
COTTER INVESTMENTS LLC
DAVID P & MICHELLE A SPIERING
DEANNA J PETERSON
DEBORAH L THOMSON
DE PERE CHAMBER OF COMMERCE
TV, NEWSPAPERS & RADIO
KRESS FAMILY LIBRARY
JULIE MALONEY
JUSTIN M & MIRAN E MATTERN
KATHLEEN SMITS
KENNETH L CLARK
KENNETH M TOUTLOFF II
KENT A & KIMBERLY E THEEL
KODY & MORGAN SEBO
LARRY F & ROBERTA R LONGLAIS
LAURIE J BECKERS
LESLIE A PETERSON
LINDSAY J MUSHYNSKI
MARGARET A CHRIST
MARGARET A MCGINN
MARY MCDONALD
MATTHEW K & ANGELIQUE C WEGMANN
MELISSA A SCHUETTE
MELISSA HAEVERS

DEBORAH MEYER
DENNIS N & JOANNE H ODONNELL
DWELL RENTAL PROPERTIES LLC
EDWARD P & JUDITH M KASS TRUST AGREEMENT
EMILY SCHULTZ
EPL INVESTMENTS LLC
ERIC S KORDES
EUGENE L & KATHERINE A FORREST
GARY W MARTIN
GERALD H & SARAH J CEGELSKI

JANE E GANTENBEIN
JASON & SADIE BUBOLTZ-DUBS
JEAN A WEAVER
JENNIFER R CLASSON
JENNIFER SOLCZ
JEREMY D MILLER
JODIE L GEHM
JOHN J & SHIELA MAE HOLDER
DORNER, INC
ASPHALT SEAL & REPAIR, INC
UNIVERSAL CONCRETE GRINDING, LLC

MICHAEL D & NANCY L LEMAY
MICHIELS BONNIE J SURVIVOR'S TRUST
MOSTEK ROBERTA L REVOCABLE TRUST

NEW HORIZON ENTERPRISES LLC
PENNY A SMITH
PETER LEMPEREUR
PHILLIP MULLINS JR
RACHAEL M GILBERTSON
RICK A & THERESA A VANENKEVORT
SCOTT L & DEBORAH L RUGGLES
SMULLEN MICHAEL J & SUSAN K REVOCABLE TRUST
STEPHANIE L & CYNTHIA M MOSTEK
STEVEN & LYNNE SMET
STEVEN P & DEANNA J SULLIVAN
THOMAS & JOAN KIELY
THOMAS R & SUZANNE M VANDELIST
VANROY NANCY L REVOCABLE TRUST
WILLIAM REID LTD
JOSSART BROTHERS, INC
BADGER CONCRETE LIFTING, LLC
FERGUSON WATERWORKS SERVICES

Notice is hereby given that a majority of the members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject (s) over which they have decision-making responsibility.

Respectfully submitted,
Betty Sellenheim

Board of Public Works

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

Regular Meeting

Final Minutes

Monday, January 9, 2023 **6:00 PM** **Council Chambers and Virtual**

I. Call to Order

The meeting was called to order at 6:00 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	Excused	
Dean Raasch	Alderperson	Present	

Scott Thoresen, Public Works Director
Eric Rakers, City Engineer
Eric Zygarlicke, Water Department Supervisor
Betty Sellenheim, Recording Secretary
Larry Delo, City Administrator
Jeff Hermsen, DPCO
Amy Murphy, DPCO
Alderperson John Quigley

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 November 7, 2022 Board of Public Works Meeting Minutes

Alderperson Raasch moved to approve the November 7, 2022 Board of Public Works Meeting Minutes, seconded by Alderperson Carpenter. Upon vote, the motion passed with a 4-0 vote.

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

2. Consider and Possible Action Regarding Christian Outreach Request for Additional Polycarts*

Scott Thoresen, Public Works Director, provided an overview of the request from De Pere Christian Outreach to obtain additional polycarts for the Pantry location on Dickinson Road.
Alderperson Raasch and Mr. Thoresen clarified the ordinance regulations for total number of polycarts per parcel. Alderperson Carpenter and Mr. Thoresen clarified that both buildings, 347 S Libal Street and 1827 Dickinson Road, share one parcel.

Alderperson Raasch moved to open the meeting for public comment at 6:05 PM, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

Amy Murphy, De Pere Christian Outreach, 2464 Sunny Brook Dr, Green Bay, further explained her request and current process of disposal for recycling from the Pantry location.

Mayor Boyd moved to return to regular session at 6:08 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Alderperson Raasch asked to clarify the difference between parcel and address. Mr. Thoresen explained the difference and that multiple locations across the City were in the same situation with having multiple address points for one parcel. Alderperson Hansen asked how duplexes are covered in the ordinance. Mr. Thoresen, explained how duplex through four-plex units are handled in the ordinance. Mayor Boyd provided alternative cardboard recycling options. Mayor Boyd added that other locations that have been impacted by the three polycart limit have adjusted and could create issues if exceptions were allowed or changes were made to the ordinance. Alderperson Raasch and Betty Sellenheim, Recording Secretary, clarified the legal definition of a duplex. Alderperson Carpenter asked about the adjoining green space lot to the east of the Pantry location. Staff verified the lot was a separate parcel. Alderperson Carpenter asked if that lot could have three polycarts. Mr. Thoresen stated it could if it had a structure that necessitated polycarts. Alderperson Carpenter mentioned that the church could consider dividing the lot to create two parcels allowing for the additional polycarts. Alderperson Raasch suggested that if Christian Outreach and Pantry utilized available options for cardboard recycling, they may eliminate their private collection service. Alderperson Raasch also suggested Christian Outreach contact US Paper to discuss a partnership.

Alderperson Carpenter moved to approve staff recommendation to make no changes regarding additional polycarts, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

3. Consideration and Possible Action on Request to Allow Overnight Parking on City Streets*

Alderperson John Quigley outlined the request to allow overnight parking and addressed points of concern expressed in the included memo. Mayor Boyd recapped the current overnight parking restrictions on City streets. Larry Delo, City Administrator, highlighted key points from the memo and explained many different ways communities offer or restrict overnight parking and stated that the discussion was open to decide what was best for De Pere. Mayor Boyd outlined a few hybrid options for allowing overnight parking. Alderperson Carpenter offered his opinion on overnight parking and garage utilization. Alderperson Hansen agreed with some of Alderperson Carpenter's points, but sympathized in older neighborhoods where garage and driveway space is limited. Alderperson Carpenter asked Alderperson Quigley if his constituents would see benefits

from allowing overnight parking in the summer, but restricting it in the winter months. Alderperson Quigley stated he could not generalize for the entire population based on a few concerns, but did further elaborate that most problem locations have more drivers than they have parking spaces. Alderperson Hansen questioned restrictions on widening driveways. Eric Rakers, City Engineer, and Scott Thoresen, Public Works Director, provided information on the width restrictions. Alderperson Raasch outlined concerns he hears from constituents, primarily around St. Norbert campus. Mr. Delo asked if allowing some form of overnight parking would make the problem better or worse. Alderperson Raasch believed they would still have complaints due to sheer number of cars that would utilize street parking, but it would no longer be against ordinance. Mayor Boyd mentioned that St. Norbert recently installed a long-term parking lot on campus. Mr. Delo stated in previous conversations with the campus, the long-term parking was inconvenient for students to use. Alderperson Carpenter outlined other areas of concerns near apartment complexes and stated he approves the ordinance as it stands. Alderperson Raasch asked if the request was to accommodate a single location or two, or if this was something city-wide that required changes. Alderperson Quigley explained the situation as outlined in the memo, whereas that household was not able to increase their driveway space due to City ordinance but also not allowed to park on the street. Alderperson Quigley is asking the City to consider overnight parking options such as other communities offer. Mr. Thoresen explained that posted parking restrictions will trump overnight parking allowances (such as alternate side). Alderperson Carpenter stated concerns about parking on narrow streets and suggested staff needs to discuss further internally. Alderperson Raasch stated concerns regarding snow plowing around parked cars and having staff return later to attempt additional snow removal. Alderperson Raasch stated his approval of the current restrictions, but agreed it required additional discussion at staff level. Mr. Delo asked for clarification on the anticipated outcome of referring back to staff. Alderperson Carpenter requested street listing by width to determine which ones could allow parking on one or both sides. Mayor Boyd requested a survey from Definitely De Pere regarding overnight parking downtown. Alderperson Carpenter stated his preference of excluding downtown from overnight parking. Mr. Delo added that parking lots are available downtown for parking and suggested exclusion. Mr. Delo further outlined that staff would evaluate street widths and year-round versus seasonal restrictions. Alderperson Quigley suggested staff survey cities that offer overnight parking and ask how they handle street sweeping and curbside collections. Alderperson Hansen recommended alternate side parking during winter months, excluding downtown. Alderperson Raasch moved to refer overnight parking back to staff for further discussion at the March 2023 meeting, seconded by Mayor Boyd. Upon vote, the motion passed unanimously.

RESULT:	**REFERRED BACK TO STAFF [UNANIMOUS]**
	Next: 3/13/2023 7:30 PM
MOVER:	Dean Raasch, Alderperson
SECONDER:	James Boyd, Mayor
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch
EXCUSED:	Shana Defnet Ledvina

4. Consideration and possible action on award of Contract 23-14 City Hall Boiler Replacement*

Scott Thoresen, Public Works Director, outlined the project, bids received by staff, and budget.
Alderperson Hansen moved to approve award of Contract 23-14 City Hall Boiler Replacement to Tweet-Garot Mechanical, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

5. Consideration and possible action on Project Approach for Requirements for Private Water System Inspection and Maintenance

Eric Zygarlicke, Water Department Supervisor, outlined the next steps and project approach for requiring private water systems be inspected and maintained.
Mayor Boyd asked if there was a general idea of cost for each system. Mr. Zygarlicke explained the cost will vary for each entity based on the number of fixtures (hydrants, valves, curb boxes, etc) that need to be maintained. Mr. Zygarlicke broke down each fixtures approximate cost. Scott Thoresen, Public Works Director, outlined the steps of the process and elaborated on how it will help prevent water loss throughout the city. Alderperson Carpenter asked if private system will be added and tracked in GIS. Mr. Zygarlicke stated the goal would be to have them added. Alderperson Carpenter asked how leaks are detected in areas of Ledgeview and Lawrence where water is sold between the communities. Mr. Thoresen explained the agreements between communities and the Public Service Commission with regards to leaks and testing. Alderperson Hansen asked if staff could enter facilities once the ordinance was in place. Mr. Zygarlicke stated that once the ordinance was in place, facilities that wish to have the City maintain their fixtures would enter into an agreement with the City, which would allow access. Alderperson Raasch asked to clarify the current standards for maintenance. Mr. Zygarlicke stated there is not a standard for maintenance in private systems at this time and the ordinance would have the private systems match the maintenance level of the public water system. Alderperson Raasch asked why similar programs have not been in place before now. Mr. Thoresen stated the discussions have been ongoing for a few years and staff is finally pulling the trigger. Alderperson Carpenter added that facilities will need to either use the City or hire a company that is certified to complete the maintenance required by the ordinance.
Mayor Boyd moved to approve the project approach and next step of sending out notices for a public information meeting for private water system ordinance, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

6. Discuss Water Service Line Material Inventory Program

Eric Zygarlicke, Water Department Supervisor, explained the Water Department plan to survey water service lines and determine lead and galvanized services to report to the Wisconsin Department of Natural Resources by October 2024.
Mayor Boyd asked what percentage of services need to be verified. Mr. Zygarlicke provided approximately 75% will need to be determined at the curb stop and approximately 25% will need to be determined inside the dwelling. Alderperson Hansen asked what research had been done in the past to determine lead services. Scott Thoresen, Public Works Director, discussed some of the past work in the City that has revealed different service types and how the survey being mandated by the DNR and EPA will assist the City with determining services requiring replacement due to material.
Alderperson Carpenter asked if staff considered allowing residents to provide photo evidence of their dwelling services, rather than having staff enter their premises. Mr. Zygarlicke added that homes older than 1990 will be required to have their interior plumbing surveyed. Mr. Zygarlicke added that other communities he has been in contact with have had mixed results when allowing residents to provide photo evidence, but stated it would likely be an option. Mr. Zygarlicke explained the portion of the program that will take the most work will be potholing to determine the city-portion of water service lines.

RESULT:	**DISCUSSED**

7. Consider and Possible Action Regarding Green Bay Metropolitan Sewerage District Request to Purchase Surplus Equipment at De Pere Waste Water Treatment Plant*

Scott Thoresen, Public Works Director, explained the request from Green Bay Metropolitan Sewerage District to purchase remaining surplus property at the De Pere Waste Water Treatment Plant in the amount of $7,500. Staff reviewed the list of property and agreed to sell remaining assets except a man-lift.
Alderperson Raasch moved to approve the sale of remaining surplus property at the De Pere Waste Water Treatment Plant to GBMSD, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

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

8. Consider and Possible Action Regarding Central Brown County Water Authority First Responder Agreement*

Scott Thoresen, Public Works Director, explained the First Responder Agreement with Central Brown County Water Authority (CBCWA) allows for City staff to be reimbursed for their time while responding to CBCWA emergencies.
Alderperson Hansen asked if the agreement would be updated annually. Mr. Thoresen stated the agreement would not be updated but wage rates in Schedule B would be.
Mayor Boyd moved to approve the CBCWA First Responder Agreement, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

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

9. Consider and Possible Action Regarding SEH Inc. Proposal for Municipal Service Center Fuel Island Design and Engineering Services*

Scott Thoresen, Public Works Director, explained the necessity of replacing the fuel island at the Municipal Service Center and explained the proposal from SEH, Inc. for design and engineering services.
Alderperson Carpenter asked if the fuel tanks would be the same size as what is currently on-site. Mr. Thoresen explained the three current underground tanks would be replaced with two aboveground tanks and there would be about 5,000 fewer gallons.
Alderperson Carpenter moved to approve the proposal from SEH, Inc for MSC fuel island design and engineering services, seconded by Mayor Boyd.
Alderperson Hansen asked if the tanks would need to be moved in the future with the MSC expansion. Mr. Thoresen stated they would be. Alderperson Hansen asked how much the relocation would cost. Mr. Thoresen stated tens of thousands. Alderperson Raasch asked if funds were available to dispose of any contaminated soil and materials. Mr. Thoresen stated there was unless it was something extreme.
Upon vote, the motion passed unanimously.

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

10. Consideration and possible action on City Engineer Parking and Traffic Recommendations*

Eric Rakers, City Engineer, outlined the recommended parking and traffic change including installation of stop signs on Garroman Drive at American Boulevard and Lawrence Drive.
Mayor Boyd moved to approve the City Engineer parking and traffic recommendations, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

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

11. Discuss City Engineer Recommendation on No Action Parking and Traffic Discussion Items

Eric Rakers, City Engineer, outlined the discussion item for no-action parking and traffic including upgrading the pedestrian crossing on Ninth Street at Park Street to a ladder style crosswalk.

RESULT:	DISCUSSED

IV. Future Agenda Items

Alderperson Carpenter requested to know how close equipment can be parked to the edge of the road (specifically on Garroman Drive)

V. Adjournment

Mayor Boyd moved to adjourn the meeting at 7:40 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

***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, January 9, 2023 so that arrangements can be made.

Agenda Sent To:

MAYOR
ALDERPERSONS
DEPARTMENT HEADS
DEFINITELY DE PERE
TWEET-GAROT MECHANICAL
CENTRAL BROWN COUNTY WATER AUTHORITY
DE PERE CHAMBER OF COMMERCE
TV, NEWSPAPERS & RADIO
KRESS FAMILY LIBRARY
DE PERE CHRISTIAN OUTREACH
SHORT ELLIOT HENDRICKSON, INC
NEW WATER/GBMSD

Respectfully submitted,
Betty Sellenheim

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.

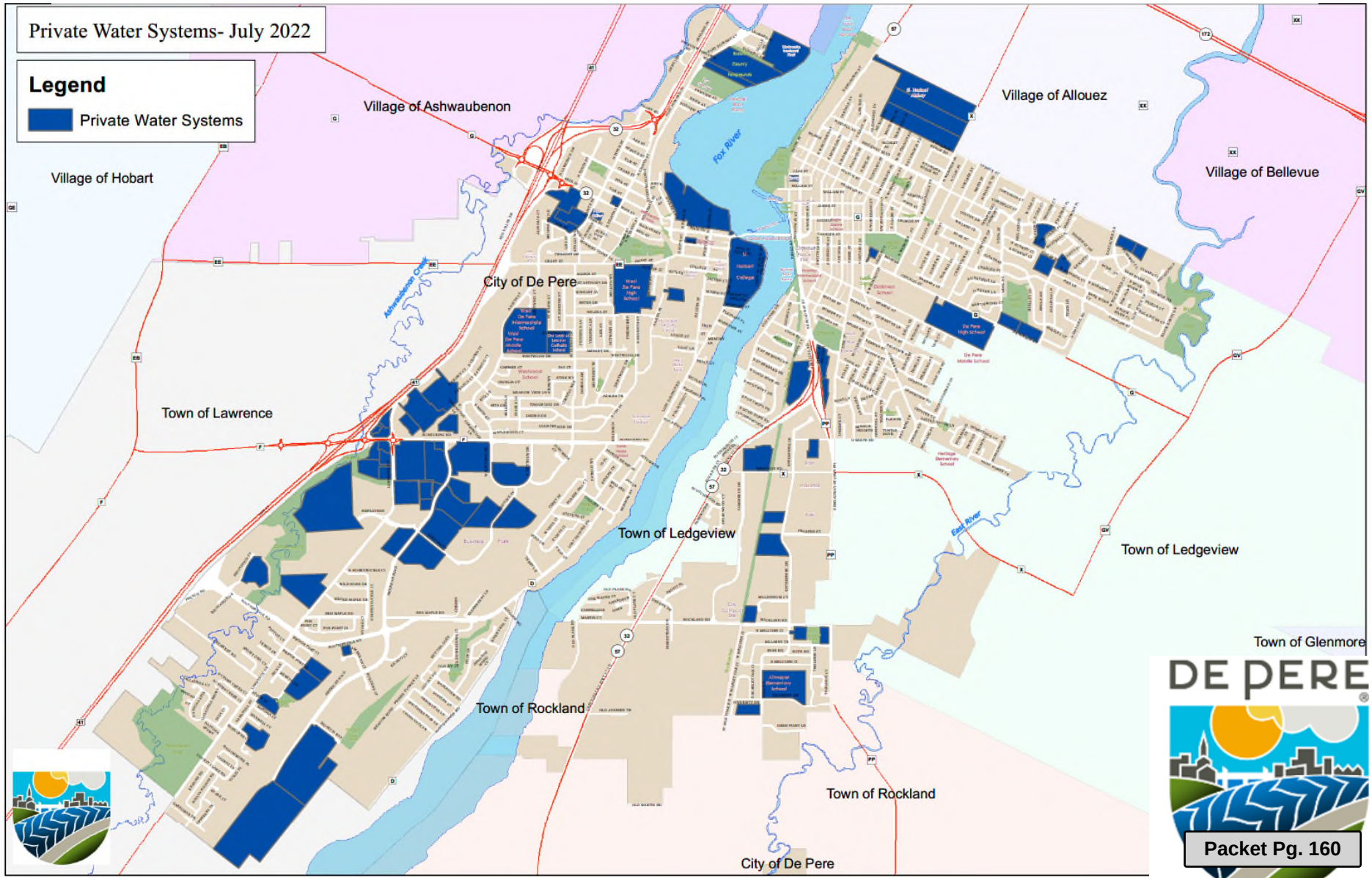
Project Terminology

- **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

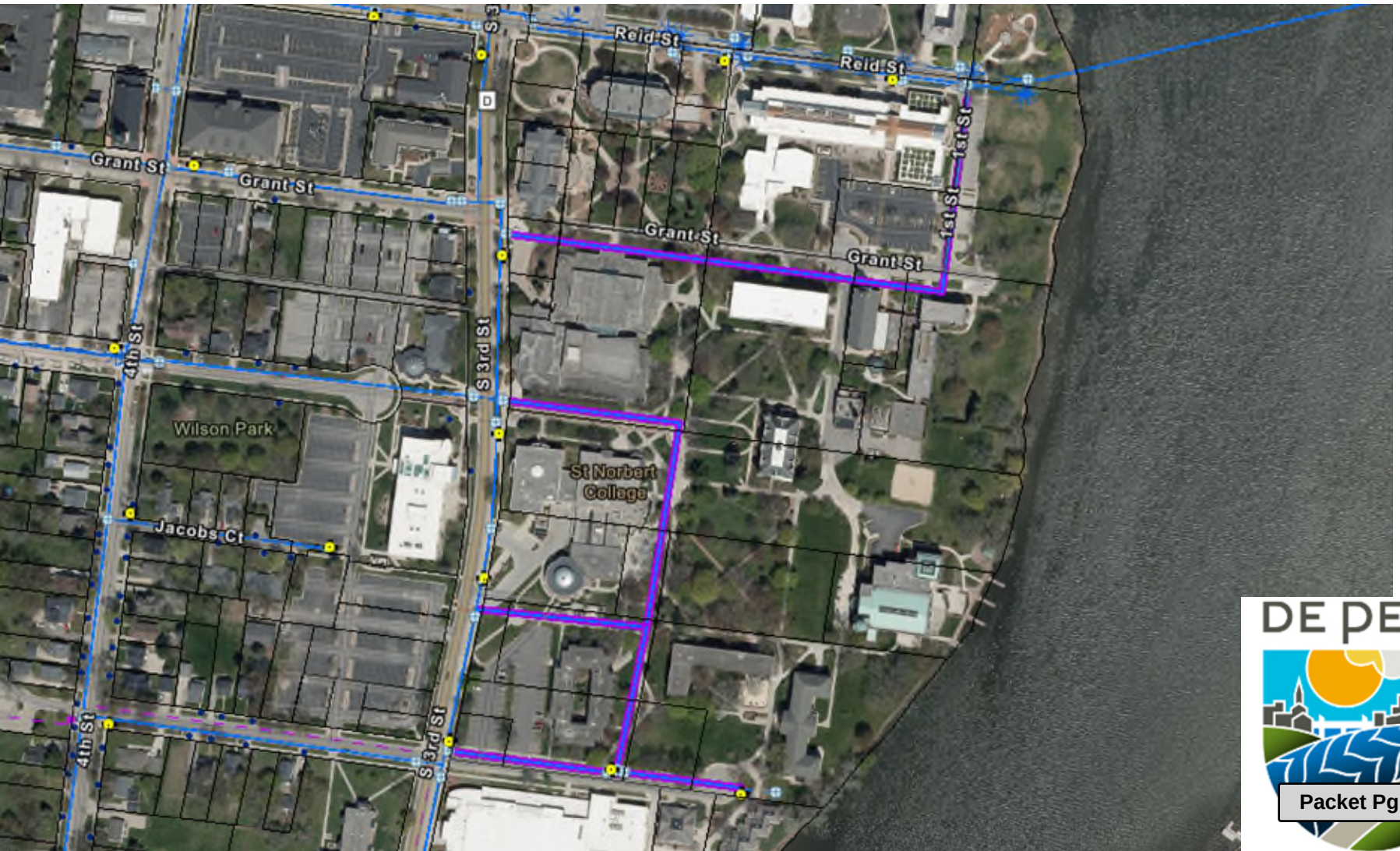
- **Valves**
  - ¼ turn, gate or butterfly valves operated by mechanical means to control water flow or pressure.
- **Leak Detection**
  - The process by which listening devices are used to find leaks or water loss underground.

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

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: 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.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 16, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Ordinance #24-03 Repealing and Recreating Chapter 146 Noise Ordinance of the De Pere Municipal Code.**

At its meeting on Tuesday, January 9, the Finance/Personnel Committee voted unanimously to approve the revised Noise Ordinance and forward this item to the Common Council for final approval.

The Finance/Personnel Committee previously voted to move forward for Council approval the suggested revisions of the noise ordinance by Avant Acoustics, the City's consultant, following its review. In preparation of the final ordinance for the Council Agenda at that time, staff determined that additional work was needed to clarify portions of the changes to include the reclassification of the City's zoning districts as a result of the City's zoning code re-draft and adoption. Therefore, the revised ordinance was referred back to staff to complete those clarifications and revisions so that the updated noise ordinance and new zoning code would be in sync with terminology.

Staff has now been able to incorporate those clarifications and changes along with other suggested changes based upon enforceability considerations into the attached ordinance. More specifically, this updated noise ordinance changes the prior zoning classifications in the existing ordinance from residential, commercial, and industrial to the new residential, mixed-use, commercial and employment and special zoning districts in our new zoning code.

Additionally, staff is recommending the deletion of Sections 146-6, 146-11 and 146-12 in this proposed repeal and recreation. The basis for these recommendations are as follows:

-Deletion of 146-6 Public Health due to the fact that the table is a worker related standard imposed by OSHA that is not applicable and/or unable to be adequately measured and enforced by staff

-Deletion of 146-11 and 146-12 due to each section's vague and subjective language raising enforceability concerns and risk of legal challenges coupled with staff's ability to address noise concerns with the updated Section 146-9, Lot Line noise regulation, that has objective numerical measures for clear enforcement. The new Section 146-9 also gives staff the ability to consider noise complaints within a subject property or zone and/or between properties and zones to address lot line noise issues, which also may include common/party wall complaints.

-Staff believes that other ordinances such as our public nuisance ordinance along with other state statutes pertaining to loud mufflers or loud music from vehicles may be enforced with those relevant municipal citations and fines to also address noise complaints.

Finally, documentation concerning prior discussions and review of the ordinance and Consultant Avant Acoustics suggested changes and reports are attached for ease of reference.

ATTACHMENTS:

- Ord24-03 (PDF)
- Ord24-xx Repeal and Recreate Chapter 146 Noise Ordinance (PDF)
- Jan 2015 Lot Line Noise Regulation packet documents (PDF)
- De Pere Acoustics Report 01 (C2050) 2022-08-19 (PDF)
- De Pere Acoustics Report 03 (C2050) 2023-02-17 (1) (PDF)
- De Pere Community Noise Study Report 02 (C2050) 2022-10-20 (PDF)

ORDINANCE #24-03

REPEALING AND RECREATING CHAPTER 146
NOISE ORDINANCE OF THE DE PERE MUNICIPAL CODE

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

Section 1. Chapter 146 – NOISE ORDINANCE shall be repealed in its entirety and recreated as follows:

Chapter 146 – NOISE ORDINANCE

Sec. 146-1. Declaration of findings and policy.

(a) Excessive sound is a serious hazard to the public health and welfare, safety and the quality of life. A substantial body of science and technology exists by which excessive sound may be substantially abated, and the people have a right to and should be ensured an environment free from excessive sound that may jeopardize their health or welfare or safety or degrade the quality of life.

(b) It is declared to be the policy of the city to prevent excessive sound which may jeopardize the health and welfare or safety of its citizens or degrade the quality of life.

Sec. 146-2. Scope of article.

This article shall apply to the control of all noise within the city.

Sec. 146-3. Definitions and terminology.

(a) *Terminology.* All terminology used in this article, not defined in subsection (b) of this section, shall be in conformance with the most current, applicable publications of the American National Standards Institute (ANSI) or its successor body. Also refer to ANSI Standard S1.1 for additional mathematical and acoustical terminology definitions.

(b) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

ANSI means American National Standards Institute or its successor bodies.

A-Weighted Sound Level means the total sound level in decibels as measured with a sound level meter using "A" frequency weighting as defined by ANSI/ASA S1.4 standard. Abbreviated as "dB(A)".

Ambient Sound or Background Noise means the all-encompassing sounds or noises associated with a given environment, being usually a composite of sounds from many sources, near and far.

Construction means any safe preparation, assembly, erection, substantial repair, alteration or similar action, but excluding demolition, for or of public or private rights-of-way, structures, utilities or similar property.

Day or daytime means the hours between 7:00 a.m. and 10:00 p.m.

Decibel means a standard unit for measuring sound pressure levels that is equal to one-tenth of a bel and is a unit of level when the base of the logarithm is the tenth root of ten, and the quantities concerned are proportional to power; abbreviated "dB."

Demolition means any dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surfaces or similar property.

Emergency means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

Emergency work means any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency.

Equivalent continuous level is a method of reporting the average sound pressure level over a measurement's period of time; abbreviated as "Leq" or "LAeq" when the value has A-frequency weighting.

Fast response is a setting for sound level meters that indicates a 0.125-second response time.

Frequency means the reciprocal of the primitive period of a function periodic in time. The unit is the cycle per unit time and must be specified; typically, this unit will be Hertz (Hz) i.e. cycles per second.

Frequency spectrum means the continuous range of sound frequencies that the typical human ear can interpret, generally considered 20-20,000 Hz.

Impulsive sound means a sound is characterized by a rapid rise in time in the initial pressure wave of less than a few milliseconds, and by a decay time of less than a few seconds.

Intermittent sound means a sound that varies in level and duration and may repeat at regular intervals.

Lot-line means an imaginary line along the ground surface, and its vertical extension which separates the real property owned by one person from that owned by another person, but not including intra-building real property divisions.

Micropascal means a unit of pressure commonly used in acoustics that is equal to one newton per square meter x 10-6.

Period means the smallest increment of time for which a function repeats itself in a periodic quantity.

Period of observation means the time interval during which acoustical data are obtained and may vary based on the type of measurement being performed.

Person means any person, person's firm, association, co-partnership, joint venture, corporation, or any entity public or private in nature.

Public right-of-way means any street, avenue, boulevard, highway, sidewalk or alley or similar place which is owned or controlled by a governmental entity.

Pure tone means a sound having a single frequency.

Slow response is a setting for sound level meters that indicates a 1-second response time.

Sound or Noise means an oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that causes compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

Real time sound analyzer means a sound level meter that can measure and display the frequency spectrum of a sound.

Sound level meter means an instrument conforming to the ANSI/ASA S1.4 standard used for the measurement of sound pressure levels using various methods such as time-weighting, exponential time-weighting, frequency waiting, and integration. Device shall include a microphone, preamplifier, and processing/reporting unit.

Sound pressure level means a measure of the relative sound pressure relative to the reference sound pressure of 20 micropascals. Abbreviated as "L", reported in decibels (dB).

Spectrum is a function of time and is a description of its resolution into components, each of different frequency and usually of different amplitude and phase and is also used to signify a continuous range of components each of different frequency and usually of different amplitude and phase. A spectrum is used to signify a continuous range of components usually wide in extent within which waves have some specified characteristics such as audio-frequency spectrum and is also applied to functions of variables other than time.

Steady sound means a sound whose sound pressure varies less than +/- 1.5 dB during the period of observation.

Tonal sound means any sound which can be distinctly heard as a single pitch or a set of single pitches. For purposes of this ordinance, a sound shall be considered tonal if the one-third octave band sound pressure in the band with the tone exceeds the arithmetic average of the sound pressure levels of the two adjacent one-third octave bands by 5 dB for center frequencies of 500 Hz and above and by 8 dB for center frequencies between 160 and 400 Hz and by 15 dB for center frequencies less than or equal to 125 Hz.

Vibration meter means an instrument conforming to ANSI S1.4, S2.1, S2.2 and 2.71 used for measuring physical vibrations as a function of acceleration and/or velocity and frequency. Device shall include a vibration pickup device, preamplifier, and processing/reporting unit.

Sec. 146-4. Enforcement of article provisions.

It shall be the duty of the health department, inspection department and the police department to enforce the provisions of this article.

Sec. 146-5. Excessive noise declared a nuisance.

Excessive noise as prohibited in this article is hereby declared to be a public nuisance and may be subject to summary abatement procedures as described in section 78-3 of this Code. Such abatement may be in addition to administrative proceedings, fines and penalties as provided in this article. It shall be the duty of the health department, inspection department or the police department, upon complaint of a nuisance, to determine if excessive noise exists as defined in this section and to take the appropriate action as specified therein. Conditions of excessive noise which are specifically exempted or for which a variance permit has been issued in conformity with the provisions of this section, shall be exempt from the application of the provisions of this section.

Sec. 146-6 Reserved.

Sec. 146-7. Exemptions.

The following activities are exempted from regulation under section 146-9.

(1) *Construction sites; public utility projects; public works.*

a. *Construction sites; public utility projects.* The criteria, as set forth in section 146-9, shall not apply to construction sites and public utilities projects during the daytime hours from Monday through Saturday, inclusive; provided, however, that noise production shall be minimized through proper equipment operation, maintenance or modifications thereto. Stationary equipment on construction projects lasting more than ten days within residential districts shall be shielded or located so as not to cause excessive noise.

b. *Variance for certain construction sites and utility projects.* A construction site or utility project may seek a variance exempting such site/project from the noise limitations set forth in section 146-9 if public convenience so requires or if the site/project operations by its nature, extends beyond the time and day limitations of subsection 146-9., according to the following process:

1. Written application shall be made to the director of public works, or designee, at least ten calendar days prior to site/project start; and

2. The director of public works shall, in consultation with the health officer/director, review the site/project location and the probable noise impact on residential areas; and

3. Applicant shall ensure noise production is minimized through proper equipment operation, maintenance or modifications thereto as required by the director of public works or health officer/director; and

4. The director of public works and/or health officer/director shall place such terms and conditions upon any variance approval as will protect the health and welfare of the public. Failure to abide by such terms and conditions shall result in revocation of the variance; [and]

5. Approval and denial of any application shall be in writing; and

6. If the variance is granted, applicant shall notify all property owners as identified by the health officer/director prior to commencement of the site/project; and

7. Application denials may be appealed to the board of public works within ten days of the date of denial.

c. *Public works operation.* City public works maintenance and operations projects shall be exempt from the criteria set forth in section 146-9; provided, however, that noise production shall be minimized through proper equipment operation and maintenance.

d. *Brown County US 41 Project.* The criteria set forth in section 146-9 shall not apply to construction activities that are a part of the State of Wisconsin Department of Transportation Brown County US 41 project. This exemption shall terminate upon the final completion of said project.

(2) *Emergency operations.* Emergency short term operations which are necessary to protect the health and welfare of the citizens, such as emergency utility and street repair, fallen tree removal, snow removal or emergency fuel oil delivery, shall be exempt from the criteria as set forth in section 146-9, provided that reasonable steps shall be taken by those in charge of such operations to minimize noise emanating from such operations.

(3) *Noises required by law.* The provisions of section 146-9 shall not apply to any noise required specifically by law for the protection, health, welfare or safety of people or property.

(4) *Lawn mowers; garden tools; powered equipment.* Powered equipment such as lawn mowers, small lawn and garden tools, riding tractors and snow removal equipment which is necessary for the maintenance of property, is kept in good repair and maintenance, and which equipment, when new, would not comply with the standards set forth in this article, shall be exempted from the provisions of section 146-9. No

person shall operate such equipment, with the exception of snow removal equipment, during the hours of 10:00 p.m. through 7:00 a.m. inclusive.

(5) *Outdoor religious, educational, or recreational activities.* Reasonable activities conducted on public or private grounds, which are conducted in accordance with the manner in which such spaces are generally used, including but not limited to, religious, educational or recreational activities or events.

(6) *Other outdoor events.* Outdoor gatherings, public dances, shows and sporting events, and other similar outdoor events, provided that a permit has been obtained from the appropriate permitting authority.

(7) *Airplanes.* Aircraft operations which are controlled specifically by federal law and enforcement shall be exempted from the provisions of this article.

(8) *Bells and chimes.* Bells, chimes and similar devices which signal the time of day and operate during the daytime hours for a duration of no longer than 15 minutes in any given one-hour period shall be exempt from the noise limitations.

Sec. 146-8. Variances for time to comply.

Time to comply.

(1) It is recognized that it may not be technically or economically feasible for certain commercial or industrial sources of sound to be modified in such a manner as to comply in a timely manner with the standards set forth in this article. Therefore, the board of health may issue a variance permit on existing or potential commercial or industrial sources of sound which produce excessive noise.

(2) At least 60 days prior to commencement of sound producing operations, or upon a complaint which cannot be resolved to the satisfaction of health officer, the owner, or authorized agent of any commercial or industrial source or potential source of sound may apply to the board of health for a variance in time to comply with the noise level requirements of this article. The board of health shall have the authority, consistent with this section, to grant a variance, not to exceed 18 months from the effective date of such variance permit.

(3) Any person seeking a variance as allowed herein shall file an application with the health officer. The application shall contain information which demonstrates that bringing the source of sound or activity for which the variance is sought into compliance with this article would constitute an unreasonable hardship on the applicant, on the community, or on other persons. A public hearing shall be held, proceeded by a Class 1 notice of such hearing. Notice of the public hearing on the variance request shall be given to all property owners within a 300-foot radius, or a radius distance that is inclusive of all properties in which the noise level exceeds the lot-line regulation, whichever is greater.

(4) In determining whether to grant or deny the application, the board of health shall balance the hardship to the applicant, the community, and other persons of not granting the variance against the adverse impact on health, safety and welfare of persons affected, the adverse impact on property affected, and any other adverse impacts of granting the variance. Applicants for variances and persons contesting the variances may be required to submit any information the board of health may reasonably require. In granting or denying an application, the board of health shall place on public file a copy of the decision and the reasons for denying or granting the variance in time to comply.

(5) Variances shall be granted to the applicant containing all necessary conditions, including a schedule for achieving compliance. The variance shall not become effective until all conditions are agreed to by the applicant. Noncompliance with any condition of the variance shall terminate the variance and subject the person holding it to those provisions of this article for which the variance was granted.

(6) Application for extension of the variance or for modification of other substantial conditions shall be treated like applications for initial variances under this subsection, except that the board of health must find that the need for the extension or modification clearly outweighs any adverse impacts of granting the extension or modification.

Sec. 146-9. Lot line noise regulation.

(a) The following noise limitations are established for any premises, measured at the lot line:

(1) *Maximum levels within zones.* No person shall operate or cause to be operated on private or public property any source of sound in such a manner as to create a sound pressure level which exceeds the limits set for the zone categories in Table 1-1.

TABLE 1-1 -- MAXIMUM PERMISSIBLE SOUND PRESSURE		
Zone Category	**Time of Day**	
	7:00 AM – 10:00 PM	**10:00 PM – 7:00 AM**
MAXIMUM dB(A) LEVEL WITHIN A PROPERTY/ZONE		
Residential	57	52
Mixed-Use	63	58
Commercial and Employment	72	67

(2) *Maximum levels between zones.* No person shall operate or cause to be operated on private or public property any source of sound from a mixed-use zone into a residential zone or commercial and employment zone, or from a commercial and employment zone into a residential zone or mixed-use zone which exceeds the limits set for the zone categories in Table 1-2.

TABLE 1-2 -- MAXIMUM PERMISSIBLE SOUND PRESSURE		
Zone Category	**Time of Day**	
	7:00 AM – 10:00 PM	**10:00 PM – 7:00 AM**
MAXIMUM dB(A) LEVEL BETWEEN PROPERTIES/ZONES		
Residential		
Residential into Residential	57	52
Residential into Mixed-Use	57	52
Residential into Commercial and Employment	57	52
Mixed-Use		
Mixed-Use into Residential	61	55
Mixed-Use into Mixed-Use	63	58
Mixed-Use into Commercial and Employment	63	58
Commercial and Employment		
Commercial and Employment into Residential	64	60
Commercial and Employment into Mixed-Use	66	61
Commercial and Employment into Commercial and Employment	72	67

(b) *Definitions of zone categories.* The following zones are included in the zone categories:

(1) *Residential* R1-80, R1-60, R1-45, R2-60, R2-45, RM-1, RM-2 zoning districts;

(2) *Mixed-Use:* MX1, MX2, MX3, GX1, GX2 zoning districts;

(3) *Commercial and Employment:* O, C, BP-1, BP-2, I zoning districts;

(4) *Special*: *AG, CON, PI-1, PI-2, PUD zoning districts.*

Regulation will be according to the underlaying zones or zoning district. Special zones that are not publicly owned shall be regulated according to the adjacent zone. If the neighboring zones are different, they shall be extended to the center of the conservancy for the purposes of this article.

(c) *Tonal Sounds*. Sounds that are categorized as tonal are subject to a 5 dB reduction to the regulation limits set forth in the tables above.

(d) *Measurements.* The measurement shall be made at or beyond the property line of the property on which such noise is generated or at or within the property line of the property on which such noise is perceived, as appropriate. Measurement shall be done at a minimum distance of 1 meter from any reflecting surface (including the ground). The measurement of sound shall be made with a sound level meter or real-time analyzer that meets or exceeds the ANSI S1.4 requirements for a Type 1 sound level meter or any subsequent nationally adopted standards superseding the above standards. The instrument should be maintained in calibration and good working order. All outdoor measurements shall be taken using a 3-inch diameter windscreen and with wind speeds at 11 miles per hour or less.

Measurements for steady state sounds shall be taken for a period of 5-minutes using the A-weighted, equivalent continuous method (LAeq). Measurements for impulsive or intermittent sounds shall be taken over a period of time such as to capture the sound in question using the maximum fast-response sound pressure level (LAfmax).

(e) *Residential air conditioners.* Noise emitted by residential air conditioners shall be judged by the criteria set forth above.

(f) *Ambient noise.* If the ambient noise due to environmental factors exceeds the noise regulations listed on the table above, then the noise measurements shall include frequency analysis using 1/3 octave bands. If the measurements including the subject noise exceed the ambient noise by 5 dB or more, or 2 dB or more if the noise is considered to be tonal, in any 1/3 octave band, then it is to be considered excessive.

(g) *Exemptions.* The provisions of this section shall not apply to:

(1) Activities covered by the variance and exemption sections of this article;

(2) The activities expressly covered under other provisions of this chapter;

(3) Nonstationary farming equipment.

Sec. 146-10. Vibrations.

(a) The use of any property or portion of such property which causes earth-shaking vibrations such as are created by uses including, but not limited to, drop forges and hydraulic surges, shall be controlled in such a manner as to prevent transmission beyond the lot line of vibration limits as indicated on Tables II and III.

Table II
Maximum Permissible Vibration Baseline Curve

	1/3 Octave Band Center Frequency (Hz)																			
	1	1.25	1.6	2	2.5	3.15	4	5	6.3	8	10	12.5	16	20	25	31.5	40	50	63	80
Velocity (mm/s)	0.57	0.46	0.36	0.29	0.24	0.21	0.17	0.14	0.12	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1

Table III
Maximum Permissible Vibration Multiplication Factors

	Residential Zones 7:00AM-10:00PM	Residential Zones 10:00PM-7:00AM	Mixed-Use; Commercial and Employment Zones
Continuous, Intermittent, or Impulsive (>3/day) Vibrations	4	1.4	4
Impulsive Vibrations (<3/day)	90	1.4	128

(b) Measurements shall be taken on a building structure or foundation surface near occupiable space on the receiving property. Measurement shall be made using a vibration meter in accordance with ANSI S1.4 and S2.71, or any subsequent nationally adopted standards superseding the above standards. The instrument should be maintained in calibration and good working order. The pickup device shall be properly connected to the building structure or foundation surface using a magnetic mount, petro wax, or tapped threaded stud.

Measurements shall include the Root-Mean-Square (RMS) velocity in 1/3 octave bands from 1 – 80 Hz. Measurements for steady state vibrations shall be taken for a period of 2-minutes using the equivalent continuous velocity method (Veq). Measurements for impulsive or intermittent sounds shall be taken over a period of time such as to capture the vibration or impact in question using the maximum slow-response velocity level (Vsmax). Table II indicates the baseline velocity values, which are to be multiplied by the applicable factor as listed in Table III based on the time of day, receiving zone, and type of vibration.

Sec. 146-11. Reserved.

Sec. 146-12. Reserved.

Sec. 146-13. Penalty for violation of article.

Anyone violating any of the provisions of this Article, unless otherwise provided, shall, upon conviction, forfeit such amount as determined by the Common Council by Resolution. Each violation and each day a violation continues or occurs shall constitute a separate offense. This section shall not preclude the City from maintaining any appropriate action to prevent or to remove a violation of any of such sections.

Section 2. That all other ordinances in conflict herewith are hereby repealed.

Section 3. That this ordinance shall take effect upon passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of January, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee/Commission Approval: 01/9/2024
Publication Date: _____

ORDINANCE #24-~~23-07~~

REPEALING AND RECREATING CHAPTER 146
NOISE ORDINANCE OF THE DE PERE MUNICIPAL CODE

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

Section 1. Chapter 146 – NOISE ORDINANCE shall be repealed in its entirety and recreated as follows:

Chapter 146 – NOISE ORDINANCE

Sec. 146-1. Declaration of findings and policy.

(a) Excessive sound is a serious hazard to the public health and welfare, safety and the quality of life. A substantial body of science and technology exists by which excessive sound may be substantially abated, and the people have a right to and should be ensured an environment free from excessive sound that may jeopardize their health or welfare or safety or degrade the quality of life.

(b) It is declared to be the policy of the city to prevent excessive sound which may jeopardize the health and welfare or safety of its citizens or degrade the quality of life.

Sec. 146-2. Scope of article.

This article shall apply to the control of all noise within the city.

Sec. 146-3. Definitions and terminology.

(a) *Terminology.* All terminology used in this article, not defined in subsection (b) of this section, shall be in conformance with the most current, applicable publications of the American National Standards Institute (ANSI) or its successor body. Also refer to ANSI Standard S1.1 for additional mathematical and acoustical terminology definitions.

(b) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

ANSI means American National Standards Institute or its successor bodies.

~~*A bank level* means the total sound level of all sound as measured with a sound level meter using the A-weighted network. The unit of measurement is the dB(A).~~ A-Weighted Sound Level means the total sound level in decibels as measured with a sound level meter using "A" frequency weighting as defined by ANSI/ASA S1.4 standard. Abbreviated as "dB(A)".

Ambient Sound or Background Noise means the all-encompassing sounds or noises associated with a given environment, being usually a composite of sounds from many sources, near and far.

Construction means any safe preparation, assembly, erection, substantial repair, alteration or similar action, but excluding demolition, for or of public or private rights-of-way, structures, utilities or similar property.

Day or daytime means the hours between 7:00 a.m. and 10:00 p.m.

Decibel means a standard unit for measuring sound pressure levels that is equal to one-tenth of a bel and is a unit of level when the base of the logarithm is the tenth root of ten, and the quantities concerned are proportional to power; abbreviated "dB."

Demolition means any dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surfaces or similar property.

Emergency means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

Emergency work means any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency.

Equivalent continuous level is a method of reporting the average sound pressure level over a measurements period of time; abbreviated as “Leq” or “LAeq” when the value has A-frequency weighting.

Fast response is a setting for sound level meters that indicates a 0.125-second response time.

Frequency means the reciprocal of the primitive period of a function periodic in time. The unit is the cycle per unit time and must be specified; typically this unit will be Hertz (Hz) i.e. cycles per second.

Frequency spectrum means the continuous range of sound frequencies that the typical human ear can interpret, generally considered 20-20,000 Hz.

Impulsive sound means a sound is characterized by a rapid rise in time in the initial pressure wave of less than a few milliseconds, and by a decay time of less than a few seconds. ~~an impulsive sound is characterized by brief excursions of sound pressure (acoustic impulses) which significantly exceed the ambient environmental sound pressure. The duration of a single impulse is usually less than one second.~~

Intermittent sound means a sound that varies in level and duration, and may repeat at regular intervals. ~~an intermittent sound is~~ a sound ~~which sound pressure level equals the ambient environmental level two or more times during the period of observations. The period of time during which the level of the sound remains at an essentially constant value different from that of the ambient is on the order of one second or more.~~

Lot-line means an imaginary line along the ground surface, and its vertical extension which separates the real property owned by one person from that owned by another person, but not including intra-building real property divisions.

Micropascal ~~bar~~ means a unit of pressure commonly used in acoustics that is equal to one newton ~~dyne~~ per square ~~centi~~meter x 10-6.

Period means the smallest increment of time for which a function repeats itself in a periodic quantity.

Period of observation means ~~the period of observation is~~ the time interval during which acoustical data are obtained, and may vary based on the type of measurement being performed. ~~The term "period of observation" is determined by the characteristics of the sound being measured and should also be at least ten times as long as the response time of the instrumentation. The greater the variance in indicated sound level, the longer must be the observation time for a given expected accuracy of the measurement.~~

Person means any person, person's firm, association, co-partnership, joint venture, corporation or any entity public or private in nature.

Public right-of-way means any street, avenue, boulevard, highway, sidewalk or alley or similar place which is owned or controlled by a governmental entity.

Pure tone means a sound having a single frequency.

Slow response is a setting for sound level meters that indicates a 1-second response time.

Sound or Noise means an oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that causes compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

Real time ~~S~~sound analyzer means a sound level meter that can measure and display the frequency spectrum of a sound. ~~device for measuring the band pressure level or pressure spectrum level of a sound as a function of frequency.~~

Sound level meter means an instrument conforming to the ANSI/ASA S1.4 standard used for the measurement of sound pressure levels using various methods such as time-weighting, exponential time-weighting, frequency waiting, and integration. Device shall include a microphone, preamplifier, and processing/reporting unit. ~~including a microphone, an amplifier, an output meter, and frequency weighing networks for the measurement of noise and sound levels in a specified manner~~.

Sound pressure level means a measure of the relative sound pressure relative to the reference sound pressure of 20 micropascals. Abbreviated as "L", reported in decibels (dB). ~~the sound pressure level, in decibels of sound, is 20 times the logarithm to the base ten of the ratio of the pressure of this sound to the reference pressure, which reference pressure must be explicitly stated.~~

Spectrum ~~means a spectrum is~~ a function of time and is a description of its resolution into components, each of different frequency and usually of different amplitude and phase and is also used to signify a continuous range of components each of different frequency and usually of different amplitude and phase. A spectrum is used to signify a continuous range of components usually wide in extent within which waves have some specified characteristics such as audio-frequency spectrum and is also applied to functions of variables other than time.

Steady sound means a sound whose sound pressure varies less than +/- 1.5 dB ~~level remains essentially constant (i.e., fluctuations are negligibly small)~~ during the period of observation.

Tonal sound means any sound which can be distinctly heard as a single pitch or a set of single pitches. For purposes of this ordinance, a sound shall be considered tonal if the one-third octave band sound pressure in the band with the tone exceeds the arithmetic average of the sound pressure levels of the two adjacent one-third octave bands by 5 dB for center frequencies of 500 Hz and above and by 8 dB for center frequencies between 160 and 400 Hz and by 15 dB for center frequencies less than or equal to 125 Hz.

Vibration meter means an instrument conforming to ANSI S1.4, S2.1, S2.2 and 2.71 used for measuring physical vibrations as a function of acceleration and/or velocity and frequency. Device shall include a vibration pickup device, preamplifier, and processing/reporting unit.

Sec. 146-4. Enforcement of article provisions.

It shall be the duty of the health department, inspection department and the police department to enforce the provisions of this article.

Sec. 146-5. Excessive noise declared a nuisance.

Excessive noise as prohibited in this article is hereby declared to be a public nuisance and may be subject to summary abatement procedures as described in section 78-3 of this Code. Such abatement may be in addition to administrative proceedings, fines and penalties as provided in this article. It shall be the duty of the health department, inspection department or the police department, upon complaint of a nuisance, to determine if excessive noise exists as defined in this section and to take the appropriate action as specified therein. Conditions

of excessive noise which are specifically exempted or for which a variance permit has been issued in conformity with provisions of this section, shall be exempt from the application of the provisions of this section.

Sec. 146-6 Reserved.~~Public Health.~~

~~Any noise which subjects other people and properties to a sound pressure level that is a hazard to public health shall be deemed excessive and subject to regulation. Noise shall be considered a hazard to public health if it exceeds the sound pressure levels listed on Table I below.~~

~~Table I~~
~~Hazardous Sound Levels~~

~~Steady State Sound Pressure Level Limit (LAeq)~~	~~Duration~~
~~90 dB(A)~~	~~8 hours~~
~~92 dB(A)~~	~~6 Hours~~
~~95 dB(A)~~	~~4 hours~~
~~97 dB(A)~~	~~3 hours~~
~~100 dB(A)~~	~~2 Hours~~
~~102 dB(A)~~	~~1.5 Hours~~
~~105 dB(A)~~	~~1 Hour~~
~~110 dB(A)~~	~~30 Minutes~~
~~115 dB(A)~~	~~15 Minutes~~
~~Impulsive or Intermittent Sound Pressure Level Limit (LAfmax)~~	~~Maximum Number of Occurrences per Day~~
~~120 db(A)~~	~~1~~

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~~Measurements shall be taken at the property line or edge of the controlled work zone where the noise is generated. Measurements for steady state sounds shall be taken for a period of 5 minutes using the A weighted, equivalent continuous method (LAeq). Measurements for impulsive or intermittent sounds shall be taken over a period of time such as to capture the sound in question using the maximum fast-response sound pressure level (LAfmax).~~

Sec. 146-7. Exemptions.

The following activities are exempted from regulation under section 146-9.

(1) *Construction sites; public utility projects; public works.*

a. *Construction sites; public utility projects.* The criteria, as set forth in section 146-9, shall not apply to construction sites and public utilities projects during the daytime hours from Monday through Saturday, inclusive; provided, however, that noise production shall be minimized through proper equipment operation, maintenance or modifications thereto. Stationary equipment on construction projects lasting more than ten days within residential districts shall be shielded or located so as not to cause ~~unnecessary~~ excessive noise.

b. *Variance for certain construction sites and utility projects.* A construction site or utility project may seek a variance exempting such site/project from the noise limitations set forth in section 146-9 if public convenience so requires or if the site/project operations by its nature, extends beyond the time and day limitations of subsection 146-~~6(1)a~~9., according to the following process:

1. Written application shall be made to the director of public works, or designee, at least ten calendar days prior to site/project start; and

2. The director of public works shall, in consultation with the health officer/director, review the site/project location and the probable noise impact on residential areas; and

3. Applicant shall ensure noise production is minimized through proper equipment operation, maintenance or modifications thereto as required by the director of public works or health officer/director; and

4. The director of public works and/or health officer/director shall place such terms and conditions upon any variance approval as will protect the health and welfare of the public. Failure to abide by such terms and conditions shall result in revocation of the variance; [and]

5. Approval and denial of any application shall be in writing; and

6. If the variance is granted, applicant shall notify all property owners as identified by the health officer/director prior to commencement of the site/project; and

7. Application denials may be appealed to the board of public works within ten days of the date of denial.

c. *Public works operation.* City public works maintenance and operations projects shall be exempt from the criteria set forth in section 146-9; provided, however, that noise production shall be minimized through proper equipment operation and maintenance.

d. *Brown County US 41 Project.* The criteria set forth in section 146-9 shall not apply to construction activities that are a part of the State of Wisconsin Department of Transportation Brown County US 41 project. This exemption shall terminate upon the final completion of said project.

(2) *Emergency operations.* Emergency short term operations which are necessary to protect the health and welfare of the citizens, such as emergency utility and street repair, fallen tree removal, snow removal or emergency fuel oil delivery, shall be exempt from the criteria as set forth in section 146-9, provided that reasonable steps shall be taken by those in charge of such operations to minimize noise emanating from such operations.

(3) *Noises required by law.* The provisions of section 146-9 shall not apply to any noise required specifically by law for the protection, health, welfare or safety of people or property.

(4) *Lawn mowers; garden tools; powered equipment.* Powered equipment such as lawn mowers, small lawn and garden tools, riding tractors and snow removal equipment which is necessary for the maintenance of property, is kept in good repair and maintenance, and which equipment, when new, would not comply with the standards set forth in this article, shall be exempted from the provisions of section 146-9. No person shall operate such equipment, with the exception of snow removal equipment, during the hours of 10:00 p.m. through 7:00 a.m. inclusive.

(5) *Outdoor religious, educational, or recreational activities.* Reasonable activities conducted on public or private grounds, which are conducted in accordance with the manner in which such spaces are generally used, including but not limited to, religious, educational or recreational activities or events.

(6) *Other outdoor events.* Outdoor gatherings, public dances, shows and sporting events, and other similar outdoor events, provided that a permit has been obtained from the appropriate permitting authority.

(7) *Airplanes.* Aircraft operations which are controlled specifically by federal law and enforcement shall be exempted from the provisions of this article.

(8) *Bells and chimes.* Bells, chimes and similar devices which signal the time of day and operate during the daytime hours for a duration of no longer than 15 minutes in any given one-hour period shall be exempt from the noise limitations.

Sec. 146-8. Variances for time to comply.

Time to comply.

(1) It is recognized that it may not be technically or economically feasible for certain commercial or industrial sources of sound to be modified in such a manner as to comply in a timely manner with the standards set forth in this article. Therefore, the board of health may issue a variance permit on existing or potential commercial or industrial sources of sound which produce excessive noise.

(2) At least 60 days prior to commencement of sound producing operations, or upon a complaint which cannot be resolved to the satisfaction of health officer, the owner, or authorized agent of any commercial or industrial source or potential source of sound may apply to the board of health for a variance in time to comply with the noise level requirements of this article. The board of health shall have the authority, consistent with this section, to grant a variance, not to exceed 18 months from the effective date of such variance permit.

(3) Any person seeking a variance as allowed herein shall file an application with the health officer. The application shall contain information which demonstrates that bringing the source of sound or activity for which the variance is sought into compliance with this article would constitute an unreasonable hardship on the applicant, on the community, or on other persons. A public hearing shall be held, proceeded by a Class 1 notice of such hearing. Notice of the public hearing on the variance request shall be given to all property owners within a 300-foot radius, or a radius distance that is inclusive of all properties in which the noise level exceeds the lot-line regulation, whichever is greater ~~of the property for which the variance is sought. At the public hearing, any party may appear in person or by agent or attorney.~~

(4) In determining whether to grant or deny the application, the board of health shall balance the hardship to the applicant, the community, and other persons of not granting the variance against the adverse impact on health, safety and welfare of persons affected, the adverse impact on property affected, and any other adverse impacts of granting the variance. Applicants for variances and persons contesting the variances may be required to submit any information the board of health may reasonably require. In granting or denying an application, the board of health shall place on public file a copy of the decision and the reasons for denying or granting the variance in time to comply.

(5) Variances shall be granted to the applicant containing all necessary conditions, including a schedule for achieving compliance. The variance shall not become effective until all conditions are agreed to by the applicant. Noncompliance with any condition of the variance shall terminate the variance and subject the person holding it to those provisions of this article for which the variance was granted.

(6) Application for extension of the variance or for modification of other substantial conditions shall be treated like applications for initial variances under this subsection, except that the board of health must find that the need for the extension or modification clearly outweighs any adverse impacts of granting the extension or modification.

Sec. 146-9. Lot line noise regulation.

(a) The following noise limitations are established for any premises, measured at the lot line:

(1) *Maximum levels within zones.* No person shall operate or cause to be operated on private or public property any source of sound in such a manner as to create a sound pressure level which exceeds the limits set for the zone categories in Table~~s II and III~~1-1.

TABLE 1-1 -- MAXIMUM PERMISSIBLE SOUND PRESSURE		
Zone Category	Time of Day	
	7:00 AM – 10:00 PM	10:00 PM – 7:00 AM
MAXIMUM dB(A) LEVEL WITHIN A PROPERTY/ZONE		
Residential	57	52
Mixed-Use	63	58
Commercial and Employment	72	67

~~Table II~~
~~Maximum Permissible Sound Pressure - 7:00 AM - 10:00 PM~~

	~~Neighborhood Quiet Zones~~	~~Residential~~	~~Commercial~~	~~Industrial~~
~~A-Weighted Fast Response (LAfmax) or Equivalent Continuous Level (LAeq)~~	~~57 dB(A)~~	~~57 dB(A)~~	~~63 dB(A)~~	~~72 dB(A)~~

~~Table III~~
~~Maximum Permissible Sound Pressure - 10:00 PM - 7:00 AM~~

	~~Neighborhood Quiet Zones~~	~~Residential~~	~~Commercial~~	~~Industrial~~
~~A-Weighted Fast Response (LAfmax) or Equivalent Continuous Level (LAeq)~~	~~45 dB(A)~~	~~52 dB(A)~~	~~58 dB(A)~~	~~67 dB(A)~~

(2) *Maximum levels between zones.* No person shall operate or cause to be operated on private or public property any source of sound from a mixed use~~n industrial~~ zone into a residential zone or commercial and employment zone, or from a commercial and employment zone into a residential zone or mixed use zone which exceeds the limits set for the zone categories in Table~~s~~ I-2~~V and V~~.

TABLE 1-2 -- MAXIMUM PERMISSIBLE SOUND PRESSURE		
Zone Category	Time of Day	
	7:00 AM – 10:00 PM	10:00 PM – 7:00 AM
MAXIMUM dB(A) LEVEL BETWEEN PROPERTIES/ZONES		
Residential		
Residential into Residential	57	52
Residential into Mixed-Use	57	52
Residential into Commercial and Employment	57	52
Mixed Use		
Mixed-Use into Residential	61	55
Mixed-Use into Mixed-Use	63	58
Mixed-Use into Commercial and Employment	63	58
Commercial and Employment		
Commercial and Employment into Residential	64	60
Commercial and Employment into Mixed-Use	66	61
Commercial and Employment into Commercial and Employment	72	67

~~Table IV~~
~~Maximum Permissible Sound Pressure - 7:00 AM - 10:00 PM~~

	~~Industrial into Commercial~~	~~Industrial into Residential~~	~~Commercial into Residential~~	~~Commercial or Industrial into Neighborhood Quiet Zones~~
~~A-Weighted Fast Response (LAfmax) or Equivalent Continuous Level (LAeq)~~	~~66 dB(A)~~	~~64 dB(A)~~	~~61 dB(A)~~	~~61 dB(A)~~

~~Table V~~
~~Maximum Permissible Sound Pressure - 10:00 PM - 7:00 AM~~

	~~Industrial into Commercial~~	~~Industrial into Residential~~	~~Commercial into Residential~~	~~Commercial or Industrial into Neighborhood Quiet Zones~~

~~A-Weighted Fast Response (LAfmax) or Equivalent Continuous Level (LAeq)~~	~~61 dB(A)~~	~~60 dB(A)~~	~~55 dB(A)~~	~~50 dB(A)~~

(b) *Definitions of zone categories.* The following zones are included in the zone categories:

(1) *Residential*~~: R-1, R-2, R-3 and R-4~~ R1-80, R1-60, R1-45, R2-60, R2-45, RM-1, RM-2 zoning ~~classifications~~districts;

(2) *Mixed-Use:* MX1, MX2, MX3, GX1, GX2 zoning districts;

(3) *Commercial and Employment:* ~~: B-1, B-2, B-3, Highway 41 Business Corridor Districts A and B, and C-EO Districts.~~ O, C, BP-1, BP-2, I zoning ~~classifications~~districts;

(3) ~~*Industrial: I-1, I-2, I-3, I-B-1 and I-B-2 zoning classifications.*~~ *Special: AG, CON, PI-1, PI-2, PUD zoning districts.*

Regulation will be according to the underlaying zones or zoning district. ~~Conservancy~~ Special zones that are not publicly owned shall be regulated according to the adjacent zone. If the neighboring zones are different, they shall be extended to the center of the conservancy for the purposes of this article.

(c) *Tonal Sounds*. Sounds that are categorized as tonal are subject to a 5 dB reduction to the regulation limits set forth in the tables above.

(d) *Measurements.* The measurement shall be made at or beyond the property line of the property on which such noise is generated or at or within the property line of the property on which such noise is perceived, as appropriate. Measurement shall be done at a minimum distance of 1 meter from any reflecting surface (including the ground). The measurement of sound shall be made with a sound level meter or real-time analyzer that meets or exceeds the ANSI S1.4 requirements for a Type 1 sound level meter or any subsequent nationally adopted standards superseding the above standards. The instrument should be maintained in calibration and good working order. All outdoor measurements shall be taken using a 3-inch diameter windscreen and with wind speeds at 11 miles per hour or less.

Measurements for steady state sounds shall be taken for a period of 5-minutes using the A-weighted, equivalent continuous method (LAeq). Measurements for impulsive or intermittent sounds shall be taken over a period of time such as to capture the sound in question using the maximum fast-response sound pressure level (LAfmax).

(d) *Residential air conditioners.* Noise emitted by residential air conditioners shall be judged by the criteria set forth above.

(e) *Ambient noise.* If the ambient noise due to environmental factors exceeds the noise regulations listed on the table above, then the noise measurements shall include frequency analysis using 1/3 octave bands. If the measurements including the subject noise exceed the ambient noise by 5 dB or more, or 2 dB or more if the noise is considered to be tonal, in any 1/3 octave band, then it is to be considered excessive.

(f) *Exemptions.* The provisions of this section shall not apply to:

(1) Activities covered by the variance and exemption sections of this article;

(2) The activities expressly covered under other provisions of this chapter;

(3) Nonstationary farming equipment.

Sec. 146-10. Vibrations.

(a) The use of any property or portion of such property which causes earth-shaking vibrations such as are created by uses including, but not limited to, drop forges and hydraulic surges, shall be controlled in such a manner as to prevent transmission beyond the lot line of vibration limits as indicated on Tables ~~V~~I and ~~V~~II.

Table ~~V~~I
Maximum Permissible Vibration Baseline Curve

	1/3 Octave Band Center Frequency (Hz)																			
	1	1.25	1.6	2	2.5	3.15	4	5	6.3	8	10	12.5	16	20	25	31.5	40	50	63	80
Velocity (mm/s)	0.57	0.46	0.36	0.29	0.24	0.21	0.17	0.14	0.12	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1

Table ~~V~~II
Maximum Permissible Vibration Multiplication Factors

	Residential Zones 7:00AM-10:00PM	Residential Zones 10:00PM-7:00AM	~~Neighborhood Quiet Zones 10:00PM-7:00AM~~	Mixed Use; Commercial and Employment Zones	~~Industrial Zones~~
Continuous, Intermittent, or Impulsive (>3/day) Vibrations	4	1.4	~~1~~	4	~~8~~
Impulsive Vibrations (<3/day)	90	1.4	~~1~~	128	~~128~~

(b) Measurements shall be taken on a building structure or foundation surface near occupiable space on the receiving property. Measurement shall be made using a vibration meter in accordance with ANSI S1.4 and S2.71, or any subsequent nationally adopted standards superseding the above standards. The instrument should be maintained in calibration and good working order. The pickup device shall be properly connected to the building structure or foundation surface using a magnetic mount, petro wax, or tapped threaded stud.

Measurements shall include the Root-Mean-Square (RMS) velocity in 1/3 octave bands from 1 – 80 Hz. Measurements for steady state vibrations shall be taken for a period of 2-minutes using the equivalent continuous velocity method (Veq). Measurements for impulsive or intermittent sounds shall be taken over a period of time such as to capture the vibration or impact in question using the maximum slow-response velocity level (Vsmax). Table V indicates the baseline velocity values, which are to be multiplied by the applicable factor as listed in Table VI based on the time of day, receiving zone, and type of vibration.

Sec. 146-11. Reserved.~~Noises created by human behavior.~~

~~(a) No person may create, assist in creating, permit, continue or permit the continuance of any unreasonably loud, disturbing, or unnecessary noise as may tend to annoy, inconvenience, disturb or cause discomfort to any person, or to the comfortable enjoyment of property.~~

~~(b) No person occupying or having charge of any building or premises shall cause, suffer or allow any loud, excessive or unusual noise in the operation or use of any sound making or reproducing device so that such loud, excessive or unusual noise disturbs the comfort, quiet or repose of persons therein or in the vicinity.~~

~~(c) No person shall use or operate in any public street or place, or in front of or outside of any building, place or premises, or in or through any window, doorway or opening of any building adjacent to any public street or place any device for the amplification of the human voice or sound or noise or other sound making or sound reproducing device. No person shall make for the purpose of advertising any immoderate or excessive use of the voice of any bell, gong, horn, instrument, article or device.~~

~~(d) As used in this section, the word "person" shall extend and be applied to the lessor or landlord of any land, building or premises, his or her agent, the lessee, the occupant or person in charge of such building or premises, as well as the individuals.~~

~~(e) The landlord or lessor shall be given notice on at least two occasions of violations of this section by the tenant(s) or occupant(s) and, upon the second and subsequent violation by the tenant, occupant or group of tenants at the same dwelling unit within a one-year period, the landlord or lessor may be cited for permitting or allowing a nuisance, defined herein as allowing continuous loud noises, music or parties, which tend to disrupt the common welfare of a neighborhood or community. The landlord or lessor shall be notified of all citations issued to their tenants or occupants for noise violations and shall only be subject to a penalty if such tenant(s) or occupant(s) has been convicted of violations of this section occurring within a one-year period nor shall the landlord or lessor be subject to a penalty if the landlord or lessor shows that all reasonable means have been taken and a sincere effort made to prevent continuous noise violations by their tenants or occupants.~~

Sec. 146-12. Reserved. ~~**Neighborhood quiet zones.**~~

~~(a) It shall be unlawful for any person to create, assist in creating, permit, or continue to permit the continuation of any unreasonably loud, disturbing or unnecessary noise emanating from within residential neighborhood quiet zones, as established by the common council, between the hours of 11:00 p.m. and 6:00 a.m., such as produces annoyance, inconvenience, discomfort, or hurt to any person, or to the enjoyment of property or comfort of any person, or affects the safety, health or morals of the public.~~

~~(b) As used in this subsection, the phrase "neighborhood quiet zones" shall be defined as a residential area wherein not less than 51 percent of the property owners in a nonbusiness zoned area have successfully petitioned the common council to request such status. In arriving at the requisite percentage, each parcel of property or tax parcel shall be counted as one. The majority of record title holders to each property must sign the petition in order to constitute one parcel toward the requisite number of residents. Posting of such zones shall be in accordance with the procedures as established by the common council. The area shall not be less than one block in length on both sides of the street provided, however, smaller residential areas may be included within an existing contiguous quiet zone. A separate petition shall be filed for each block, or portion thereof, or, in the case of a lawfully established neighborhood association, the boundaries of such association. When the petition is filed with the city clerk, it shall contain the requisite percentage of owners and no signatures can be added or subtracted after it is filed with the city clerk. All signatures on the petition shall be obtained within three months from the date of the first signature or such petition shall be void. The common council shall not grant such status to any area less than that as prescribed above. Such status shall remain in effect for a period of at least one year, after which time, utilizing the same guidelines as for the establishment of such status, it may be repealed by petition of the residents or owners subject to approval of the common council. Notice of public hearings to establish or repeal any residential neighborhood quiet zone shall be given to all record owners within the zone. A fee as determined by resolution of the common council shall accompany each petition.~~

Sec. 146-13. Penalty for violation of article.

Anyone violating any of the provisions of this ~~a~~Article, unless otherwise provided, shall, upon conviction, forfeit such amount as determined by the ~~c~~Common ~~c~~Council by ~~r~~Resolution. Each violation and each day a violation continues or occurs shall constitute a separate offense. This section shall not preclude the ~~c~~City from maintaining any appropriate action to prevent or to remove a violation of any of such sections.

Section 2. That all other ordinances in conflict herewith are hereby repealed.

Section 3. That this ordinance shall take effect upon passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this ~~18th~~ 16th day of ~~April~~January, 202~~3~~4.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee/Commission Approval: 0~~9~~14/~~11~~9/202~~3~~4
Publication Date: _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 6, 2015**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Ordinance #15-04, Amending §146-8 De Pere Municipal Code Regarding Lot Line Noise Regulation.**

ATTACHMENTS:

- Noise Regulations Memo (PDF)
- Ord15-04 (DOCX)
- Current Ordinance §146-8(a) (PDF)

CITY OF DE PERE MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Request for alternatives regarding outdoor entertainment use of 1731 Ft. Howard Ave (Replay Sports Bar and Grill – "Replay")
Date: January 2, 2015

This memo is in response to the Council's request for alternatives regarding outdoor entertainment use of 1731 Ft. Howard Avenue by the Replay tavern. This request arose in conjunction with the Replay owner's objection to a pending rezoning of property adjacent to the north of 1731 Ft. Howard from I-3 Industrial to R-3 with a PDD overlay. The owner's objection to the proposed rezoning was predicated upon noise ordinance implications of use of the Replay property for outdoor music entertainment events adjacent to a residential zone. While this was the context of the Council request for alternatives, it is important to note that this issue is larger than the immediate rezoning request.

The Replay property (zoned B-2 Business) currently is adjacent to residentially zoned property across Ft. Howard Avenue. Therefore, irrespective of the outcome of the pending rezoning of the parcel to the north of the Replay property, the noise ordinance implications of outdoor music at the Replay property must be addressed. Additionally, revisions to the noise ordinance cannot be made specific to a single property. Therefore, whatever ordinance changes may be made will impact similarly situated and other property within the City.

GENERAL NOISE ORDINANCE INFORMATION

The City's noise ordinance uniformly uses zoning classifications to establish noise limitations within and outside those zoning districts. Noise ordinances traditionally use zoning classifications rather than specific business operations as the basis for noise regulations due to fluctuations in specific business use of a property. While zoning classifications may also change over time, zoning classifications are more stable and generic in the long run. Changes to the noise ordinance therefore apply to the zoning classification involved rather than any individual business or specific business activity.

Below is a chart of the various decibel limits in De Pere for noise traveling from one zoning classification into another:

Noise Limits – A-scale

Residential Into Residential	*Commercial Into Commercial*	*Industrial Into Commercial*	*Industrial and Commercial Into Residential*
55	62	64	58

While not all municipal noise regulations include specific decibel regulations, they are typical. Additionally, the decibel limits for individual municipalities are not always identical, but are relatively similar in range. Below is a chart showing the A-scale decibel level limits found in other local noise ordinances.

Other Noise Limits – A-scale

Green Bay	In Residential AM* 57 PM* 52	In Commercial AM 63 PM 58	Industrial to Commercial AM 66 PM 61	Industrial to Residential AM 64 PM 60	Commercial to Residential AM 61 PM 55
Milwaukee	In Residential AM 55 PM 45 PDD AM 65 PM 55				
Sun Prairie	In Residential AM 60 PM 50	In Commercial AM 70 PM 70	In Industrial AM 75 PM 75		
Madison	In Residential 65	In Commercial 65-70	In Other 65-70		
Appleton	In Residential AM 57 PM 52	In Commercial AM 63 PM 58	Industrial to Commercial AM 66 PM 61	Industrial to Residential AM 64 PM 60	Commercial to Residential AM 61 PM 55
Oshkosh	In Residential 55	In Commercial 62			

* AM denotes 7:00 AM – 10:00 PM
* PM denotes 10:00 PM – 7:00 AM

Many municipal noise ordinances have a variance process in their noise ordinance to allow for occasional exceedances of the noise limits. In 2010, De Pere removed its noise variance process and put in place the current provision which excepts activities for which a permit has been issued from the general noise ordinance, because the permit details the noise requirements for the activity. Noise exceedances allowed by permit are generally considered unusual or uncommon occurrences for which a temporary deviation from the general noise requirements are allowed. Using permits to routinely except activities from the noise ordinance cannot legally be used to allow usual and customary violations of the noise ordinance.

Attachment: Noise Regulations Memo (2987 : Ordinance #15-04, Amending ?146-8 Regarding Lot Line Noise Regulation)

OPPORTUNITIES FOR IMPROVING NOISE REGULATIONS

There is an array of alternatives the Council can consider in resolving the conflicting issues posed. These range from maintaining the status quo (and seeing whether any noise ordinance conflicts really present themselves) to consideration of whole scale revisions to the City's zoning and/or noise ordinances.

In reviewing the City's current ordinances with and among city staff, we believe that a two-pronged approach involving two minor ordinance revisions will provide, in the near term, the business property owners an enlarged opportunity to provide outdoor entertainment that will comply with city requirements. In the longer term however, there may be a need to look at a more comprehensive update to the zoning code to include entertainment district classifications for which separate noise limits might apply or otherwise address how to allow increased outdoor entertainment opportunities while at the same time maintaining the health, safety and welfare of residential areas.

First, it is recommended that the decibel limits in the City's noise ordinance be revised to reflect the same decibel limits and hour regulations as found in Green Bay and Appleton ordinances. Adopting the Green Bay/Appleton model would involve establishing different "day" and "night" limits together with revising decibel limits, both up and down, in each category. Both the Health Director and Sanitarian are comfortable that the upward move in decibel levels to the levels found in the Green Bay and Appleton ordinances should provide commercial and industrial property owners, including the Replay, the ability to better conform with noise limitations into residential properties without adversely affecting the health and welfare of the residential users. Additionally, Sanitarian Dale Schmit can and will be able to provide property owners with information on how to lessen the impact of noise leaving their property by positioning of equipment and sound amplification away from the property line to take advantage of noise dissipation as it travels. The attached proposed Ordinance 15-04 will accomplish this change.

Second, it is recommended that Chapter 106 (Licenses and Permits) be amended to include a Noise Variance Permit to be issued by the Health Director to cover noise exceedance in conjunction with outdoor entertainment incidental to primary business activities. The attached Ordinance 15-05 would accomplish this change.

If you have any questions or concerns regarding this issue, please let me know.

JSL:jld
c: Lawrence Delo, City Administrator
Ken Pabich, Planning & Economic Development Director
Chrystal Woller, Health Director
Dale Schmit, Sanitarian

Attachment: Noise Regulations Memo (2987 : Ordinance #15-04, Amending ?146-8 Regarding Lot Line Noise Regulation)

ORDINANCE #15-04

AMENDING §146-8, DE PERE MUNICIPAL CODE
REGARDING LOT LINE NOISE REGULATION

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

Section 1: §146-8(a), is hereby repealed and recreated as follows:

(a) The following noise limitations are established for any premises, measured at the lot line:

(1) Maximum Levels Within Zones. No person shall operate or cause to be operated on private or public property any source of sound in such a manner as to create a sound level which exceeds the limits set for the zone categories in Tables I and II.

TABLE I
Maximum Permissible Sound Pressure – 7:00 AM – 10:00 PM

	Residential	*Commercial*	*Industrial*
A-scale Level	57 dB(A)	63 dB(A)	72 dB(A)
(Levels in Decibels re .0002 Microbars)			

TABLE II
Maximum Permissible Sound Pressure – 10:00 PM – 7:00 AM

	Residential	*Commercial*	*Industrial*
A-scale Level	52 dB(A)	58 dB(A)	67 dB(A)
(Levels in Decibels re .0002 Microbars)			

(2) Maximum Levels Between Zones. No person shall operate or cause to be operated on private or public property any source of sound from an industrial zone into a residential zone or commercial zone, or from a commercial zone into a residential zone which exceeds the limits set for the zone categories in Tables III and IV.

Attachment: Ord15-04 (2987 : Ordinance #15-04, Amending ?146-8 Regarding Lot Line Noise Regulation)

TABLE III
Maximum Permissible Sound Pressure – 7:00 AM – 10:00 PM

	Industrial into Commercial	*Industrial into Residential*	*Commercial into Residential*
A-scale Level	66 dB(A)	64 dB(A)	61 dB(A)
(Levels in Decibels re .0002 Microbars)			

TABLE IV
Maximum Permissible Sound Pressure – 10:00 PM – 7:00 AM

	Industrial into Commercial	*Industrial into Residential*	*Commercial into Residential*
A-scale Level	61 dB(A)	60 dB(A)	55 dB(A)
(Levels in Decibels re .0002 Microbars)			

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of January, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____
Publication Date: _____
Effective Date: _____

Attachment: Ord15-04 (2987 : Ordinance #15-04, Amending ?146-8 Regarding Lot Line Noise Regulation)

12.c

Attachment: Current Ordinance 2146-8(a) (2987 : Ordinance #15-04, Amending 2146-8 Regarding Lot Line

1.14.c

Packet Pg. 62

Sec. 146-8. Lot line noise regulation.

current ordinance regulations

(a) The following noise limitations are established for any premises, measured at the lot-line:

Noise Limits - A-scale			
Residential Into Residential	Commercial Into Commercial	Industrial Into Commercial	Industrial and Commercial Into Residential
55 dB(A)	62 dB(A)	64 dB(A)	58 dB(A)

(b) *Definitions of zone categories.* The following zones are included in the zone categories:

(1) *Residential:* R-1, R-2, R-3 and R-4 zoning classifications;

(2) *Commercial:* B-1, B-2, B-3, Highway 41 Business Corridor Districts A and B, and C-EO Districts zoning classifications;

(3) *Industrial:* I-1, I-2, I-3, I-B-1 and I-B-2 zoning classifications.

Regulation will be according to the underlaying zones. Conservancy zones that are not publicly owned shall be regulated according to the adjacent zone. If the neighboring zones are different, they shall be extended to the center of the conservancy for the purposes of this article.

(c) *Measurements.* The measurement shall be made at or beyond the property line of the property on which such noise is generated or at or within the property line of the property on which such noise is perceived, as appropriate. Measurement shall be done at a minimum height of four feet above the ground. The measurement of sound shall be made either with a sound level meter that meets or exceeds the ANSI requirements of the American Standard Specification for sound level meters, Type I or Type II (ANSI S1.4 - 1971) or with an octave band analyzer that meets or exceeds the requirements of (ANSI S1.6 - 1960) or any subsequent nationally adopted standards superseding the above standards. In both cases, the instruments should be maintained in calibration and good working order. When a sound level meter is used, it shall be set to the A-weighted scale and in the FAST response mode. A windscreen shall be mounted on the microphone and the noise limitations shall be the A-scale levels set forth above. An octave band analyzer may be employed when there is a concentration of sound energy within a limited number of bands, but its use shall not be restricted to such situations.

(d) *Residential air conditioners.* Noise emitted by residential air conditioners shall be judged by the criteria set forth above.

(e) *Ambient noise is a factor.* The subject noise must exceed the ambient noise by five dB or more, in any octave band, to be declared excessive.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 6, 2015**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Ordinance #15-05, Amending §106-6 De Pere Municipal Code Regarding Special Variance Permit for Noise Ordinance Exceedance.**

ATTACHMENTS:

- Ord15-05 (DOCX)

ORDINANCE #15-05

AMENDING §106-6 DE PERE MUNICIPAL CODE REGARDING
SPECIAL VARIANCE PERMIT FOR NOISE ORDINANCE EXCEEDANCE

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

SECTION 1: §106-6(c), is hereby created to read as follows:

(c) Special Variance Permit for Noise Ordinance Exceedance in Conjunction with Outdoor Entertainment Incidental to Primary Business Activity.

(1) Permission to exceed noise ordinance limitations found in §146-8(a) of this Code in conjunction with outdoor entertainment incidental to the primary business activity on premises which is not covered by any other permit issued by any City department shall be allowed only by permit issued by the Health Director as provided in this section.

A. Application shall be made in writing to the Health Director. Such application shall include the following information:

i. Name, address and contact information of requestor;
ii. Date and location of the outdoor entertainment event;
iii. The time of date the entertainment is expected to begin and end;
iv. A description of the proposed entertainment, including name of performing group and explanation regarding requestors belief that the performance will exceed the noise limits set forth in §146-8(a) of this Code;
v. Reason permit is being requested, including steps to minimize noise; and
vi. Such fee as is determined by resolution of the Common Council shall accompany the application.

B. No permit may be issued if any conditions of a similar permit issued for the premises in the previous twelve (12) months were violated or not met.

C. No permit will be granted to allow noise ordinance exceedances to continue past 11:00 PM.

D. Permits will be issued under this section only for occasional, periodic or sporadic public entertainment noise exceedances. No more than four (4) specific events may be requested in a single permit application.

E. The permit requestor shall notify all immediately adjacent property owners of any permit being granted under this section prior to the event.

Attachment: Ord15-05 (2986 : Ordinance #15-05, Amending ?106-6 regarding Special Variance Permit for Noise Ordinance)

F. All permits issued shall be conditioned upon the following:

i. If sound amplification is to be used, it shall be positioned so as to face away from residential properties; and
ii. Any amplified sound shall be maintained at a reasonable level and shall not interfere with other's enjoyment of the neighborhood.

G. Appeal of a permit denial shall be as provided in §106-6(d) below except that the appeal shall be to the Board of Health.

SECTION 2 : All subsequent sections of §106-6 shall be renumbered accordingly.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall take effect on and after passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of January, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____
Publication Date: _____
Effective Date: _____

Attachment: Ord15-05 (2986 : Ordinance #15-05, Amending ?106-6 regarding Special Variance Permit for Noise Ordinance)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 6, 2015**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Resolution #15-01, Setting Fee for Special Variance Permit for Noise Ordinance Exceedance.**

ATTACHMENTS:

- Reso15-01 (DOCX)

RESOLUTION #15-01

SETTING FEE FOR SPECIAL VARIANCE PERMIT
FOR NOISE ORDINANCE EXCEEDANCE

WHEREAS, pursuant to §106-6(c), De Pere Municipal Code, special variance permits in conjunction with outdoor entertainment incidental to primary business activity on premises may be granted by the Health Director; and

WHEREAS, the Common Council wishes to establish a fee for such special variance permit.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby imposes a $25 application fee. Such fee shall not be refundable if the permit is not granted.

BE IT FURTHER RESOLVED THAT:

Such fee as is established hereunder shall be effective upon passage of Ordinance #15-05.

BE IF FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of January, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes ____
Nays ____

Attachment: Reso15-01 (2988 : Resolution #15-01, Setting Fee for Special Variance Permit)

AVANT ACOUSTICS®

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August 19, 2022

Ms. Kristen Johnson
Assistant City Attorney
335 S. Broadway
De Pere, WI 54115

Re: De Pere Noise Ordinance Review
De Pere, Wisconsin
AVANT File: C2050

Dear Kristin:

We have reviewed the current noise ordinance for the City of De Pere, Wisconsin and offer the following commentary and suggested revisions. Our review is limited to the portions of the ordinance that relate to acoustics such as terminology, measurements, and regulations. In addition to the report below, please refer to the attached Ordinance Markup document with detailed revision markups of this section.

SEC. 146-3. DEFINITIONS AND TERMINOLOGY.

This section is best used for defining unfamiliar technical terms and specific or legal terms that directly relate to the ordinance. In our opinion, it is best to keep this section simple and avoid overly mathematical definitions, instead referring to outside technical sources for this information.

Please refer to the attached Ordinance Markup document with detailed revision markups of this section.

NEW PROPOSED SEC. 146-6 PUBLIC HEALTH

One of the goals of any noise ordinance is to ensure the health and safety of persons within the city. A common regulation that is missing from this ordinance is an overarching section, not subject to exemption, that imposes noise limits based on protecting people from hearing loss. We have added a section to address this and included the necessary technical information. Additional legal language may be added by the city as needed.

SEC. 146-7. EXEMPTIONS.

There are many good reasons to list exemptions to the lot-line regulation to facilitate construction projects, maintenance, and special uses. Our only comment on this section is to avoid unmeasurable or undefined terms such as “unnecessary” or “reasonable”. These terms leave exemptions open ended and subject to opinion and interpretation.

SEC. 146-8. VARIANCES FOR TIME TO COMPLY.

This section is well written but includes one section involving technical information that may benefit from revision. Paragraph 3 indicates a notification zone consisting of a 300-foot radius around the property seeking variance. However, depending on the level of noise, the properties affected may exceed this distance. We suggest revising this paragraph to indicate a minimum of 300-foot radius and a stipulation to include a larger zone depending on the actual noise in question.

SEC. 146-9. LOT LINE NOISE REGULATION.

We have many suggested comments and revisions on this section, as our goal is to create very clear and concise regulation that relies on standard and repeatable measurements that do not leave room for opinion or interpretation.

Using noise levels measured at property lot-lines is a very typical method and we concur with its use. Defining two sets of regulatory levels based on daytime and nighttime hours is also a standard practice and highly recommended.

One atypical regulation listed in this ordinance is varied noise level limits based on the source property zone-type and the receiving zone-type. This results in higher limits for properties adjacent to different zone types, and caters to commercial and industrial activities, to the detriment of residential areas that border these types of zones. This may be intentional by the city in order to lighten restriction on businesses and we recommend a discussion on this topic to explore the full implications.

Most of our comments in this section relate to the measurement procedures and reporting to address various conditions using industry standard methods.

SEC. 146-10. VIBRATIONS.

Most noise ordinances do not include a section on vibration, but we think it is very applicable and fine to do so. We recommend adding measurable vibration limits to this section as indicated in the attached markup.

SEC. 146-11. NOISES CREATED BY HUMAN BEHAVIOR.

Paragraphs (a) and (b) of this section indicate a regulation dependent on the perception of receiving individuals, rather than measurable data, and apparently in lieu of the regulations indicated in section 146-8. This could be considered confusing and create difficulty with enforcement. We recommend a discussion on this section with regard to the intent of this language and how to resolve discrepancies.

SEC. 146-12. NEIGHBORHOOD QUIET ZONES.

This section also appears to include discrepancies with regulation set forth in Section 146-8, and relies upon human perception, rather than measurable data. We recommend that noise criteria similar to the tables used in Section 146-8 be implemented for neighborhood quiet zones, albeit with a stricter regulation as desired for these exclusive zones. In fact, neighborhood quiet zones could be added to those same tables as another residential column. As such, we recommend that the definition of nighttime hours of 10pm – 7am be applied to the quiet zones, instead of 11pm-6am.

Please let us know if you have any questions.

Very truly yours,

AVANT ACOUSTICS, LLC

John M. Hodgson
Technical Operations Manager

Enclosure

Noise Ordinance Markup

AVANT ACOUSTICS®

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February 17, 2023

Mr. Anthony Wachewicz
City Attorney – City of De Pere
335 S. Broadway
Address 2
De Pere, WI 54115

Re: De Pere Noise Ordinance Review
De Pere, Wisconsin
AVANT File: C2050

Dear Anthony:

We have reviewed the current noise ordinance for the City of De Pere, Wisconsin with the intent of providing recommendations for making the ordinance clearer, more practical, and more enforceable. To validate our recommendations, we visited De Pere in September of 2022 to perform a noise study throughout the city. The following letter summarizes the findings of our noise study and our noise ordinance revision recommendations.

City-Wide Noise Study

During the week of our noise study, we took multiple noise level measurements at a total of 16 locations. The study included short-term measurements during off-hours and during rush hour at 13 locations, short-term nighttime measurements at 4 locations, and long-term measurements at 3 locations. The locations were chosen to provide a good cross-section of the different types of zoning that can be found dispersed across the city. The results of the measurements are shown in Figures 1 and 2 below. Some conclusions drawn from these measurements are included below. The attached detail NS-01 shows the locations of these points throughout the city.

Location	Zone	Off Hours LAeq (dBA)	Rush Hour LAeq (dBA)	Nighttime LAeq (dBA)
Point 1	Industrial	56	52	-
Point 2	Industrial	57	54	-
Point 3	Residential	56	55	48
Point 4A	Business/Residential	55	56	-
Point 4B	Business/Residential	65	66	58
Point 4C	Business/Residential	61	62	-
Point 5	Industrial/Business	62	61	-
Point 6	Industrial/Business	51	58	-
Point 7	Omitted due to close proximity with point 10.			
Point 8	Residential	46	60	45
Point 9A	Business/Residential	66	68	-
Point 9B	Business/Residential	68	70	-
Point 9C	Business/Residential	69	69	62
Point 9D	Business/Residential	62	-	-

Figure 1: Short-term Noise Measurement Results.

Location	Zone	Full LAeq (dBA)	Daytime LAeq (dBA)	Nighttime LAeq (dBA)
Point 10	Residential/Industrial	50	50	49
Point 11	Residential	52	53	48
Point 12	Residential/Industrial	51	52	48

Figure 2: Long-term Noise Measurement Results.

- The data from our measurements indicates that noise levels throughout the city are typical, in our experience, for each type of zone. Downtown commercial areas were the loudest due to traffic noise, while the outlying business, industrial, and residential areas experienced very similar noise levels with a mix of traffic, environmental, and general activity noise contributions.

- Since a significant portion of the measured noise in and around the commercial and industrial zones was related to vehicular traffic, it may be beneficial for the city to consider creating specific truck routes into and out of these areas that avoid neighboring residentially zoned areas to help contain the noise.

Noise Ordinance Review

In reviewing the existing noise ordinance, we found several specific sections that we think could be improved. The following section lists those areas and our recommendations for addressing them.

- The noise ordinance starts with a section defining the technical terms that are used throughout the rest of the ordinance. We suggest updating and simplifying this section to only include the relevant terms and to define the terms concisely, referring to outside standards and other technical sources for things like mathematical derivations. Keeping this section simple and succinct should help make it more understandable.

- We suggest adding a section to the ordinance to address protecting the public from noise exposure related hearing loss. This section should be an overarching regulation that is not subject to exemption. We suggest using noise limitations similar to those required for hearing protection by OSHA or NIOSH with the aim of protecting the public from being exposed to noise levels that would cause permanent damage to their hearing.

- In general, we found that there were a number of sections within the noise ordinance that were either unclear or provided unnecessarily broad exceptions. We suggest clarifying what the requirements of the noise ordinance are and providing specific and reasonable requirements for any exceptions to the limits set in the ordinance.

- The current noise ordinance provides separate noise level requirements for various combinations of adjacent zones giving different sound level limits depending on which zone is the noise source and which is the receiver. We suggest simplifying this section to include only noise level limits for each type of zone property line. In cases where different zones are adjacent to each other, the stricter zone noise limit would take precedence. Keeping this section simple and concise should make the noise ordinance less confusing and easier to enforce. We also suggest that the measurement procedures and reporting outlined in this section be very clear and specific.

- We recommend clarifying and standardizing the section in the ordinance dealing with vibration to make measurement procedures and reporting consistent with typical industry standard methods. This should help to make the ordinance requirements clear and enforceable.

Building Code

In order to address noise complaints from neighboring properties that share a common wall, we suggest adding language to the building code adopted by the city that requires demising constructions to be built in such a way as to limit the background noise transmitted into adjacent spaces. It may be prudent to require that, as part of the city permitting process, an acoustical consultant is employed to provide analysis and a report in special cases where a residential dwelling or other "quiet" establishment is adjacent to an entertainment venue, fitness center, or any tenant that generates loud noises or has an amplified sound system.

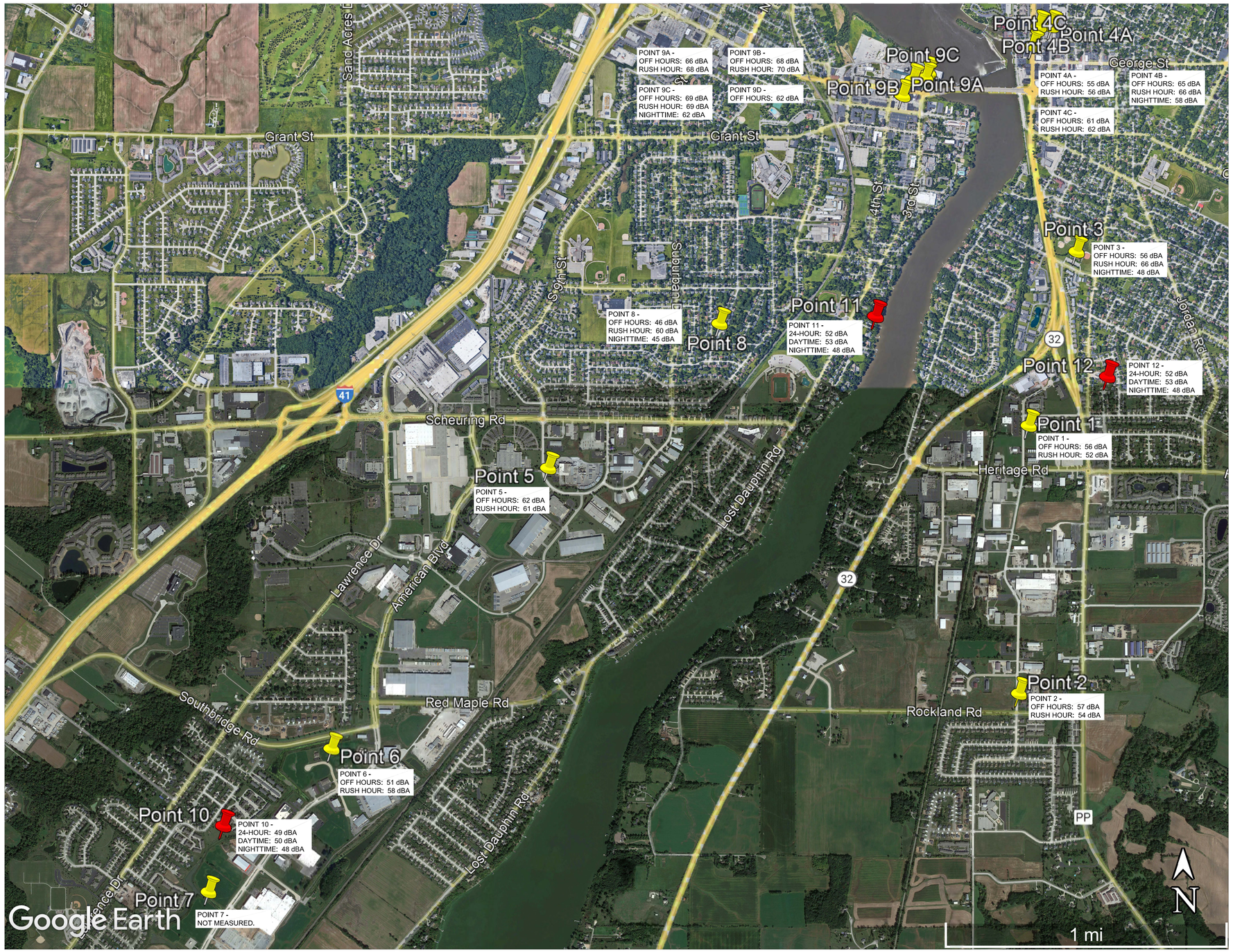
Please let us know if you have any questions.

Very truly yours,

AVANT ACOUSTICS, LLC

Andrew J. VonFeldt
Senior Associate

Enclosure
NS-01 – Overall Noise Study Map



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DE PERE COMMUNITY NOISE STUDY

DE PERE, WI

REV.	DATE	DESCRIPTION

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Design:	AJV
Drawn:	AJV
Approved By:	JMH
Date:	10/20/22
Job Number:	C2050

OVERALL NOISE STUDY MAP

NS-01

AVANT ACOUSTICS®

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October 20, 2022

Ms. Kristen Johnson
Assistant City Attorney
335 S. Broadway
De Pere, WI 54115

Re: De Pere Community Noise Study
De Pere, Wisconsin
AVANT File: C2050

Dear Kristin:

We visited the city of De Pere, Wisconsin from September 19th to September 22nd, 2022. During that period, we performed a series of long- and short-term noise measurements at a number of locations throughout the city. This report presents the measurement locations, results of the measurements, and some discussion on the noise levels measured.

Measurement Locations

Twelve points throughout the city were considered as noise measurement locations and eleven of those were utilized. The locations were selected to include a diverse representation of the various types of zoning intermixed throughout the city. Several locations at the borders of dissimilar zones were included to gain an understanding of how the noise levels vary between the zones. The following section gives brief descriptions of the measurement locations and what types of measurements were performed at each location. An overall satellite view of the measurement locations is attached at the end of this report along with more detailed views of each measurement location.

1. Point 1 (ED-2077-1) – This point is located on N Enterprise Drive midway between Heritage Road and O'Keefe Road at the north end of the east business park. The area is mainly zoned for industrial and business with some residential areas to the east and west. The primary noise sources in this area included some industrial noise to the west and insects/wildlife in the field where the measurements were taken. There was also some noise from traffic traveling along N Enterprise Drive. Short term measurements were taken at this location during a typical rush-hour and during daytime off-hours.

2. Point 2 (ED-2315) – This point is located at the northwest corner of the intersection between Enterprise Drive and Rockland Road at the south end of the east business park. The area is at the border between industrial, business, and residential zones to the south. The primary noise sources in this area included industrial noise from the west and insects/wildlife in the field where the measurements were taken. There was also some noise from traffic traveling along Enterprise Drive and Rockland Road. Short term measurements were taken at this location during a typical rush-hour and during daytime off-hours.

3. Point 3 (ED-1472) – This point is located at Optimist Park on the south side of the parking lot along Cook Street and is a midpoint between the east business district and downtown to the north. The area is zoned residential with some nearby business areas. Traffic noise from nearby highway 32 was the main noise source in this area. Short term measurements were taken at this location during typical rush-hour, during daytime off-hours, and at night.

4. Point 4 (Walsh Plaza) – This collection of three measurement points (4A, 4B, and 4C) is located around the Walsh Plaza downtown area. Point 4A is located near the intersection of James Street and N Wisconsin Street. Point 4B is located near the intersection of James Street and N Broadway. Point 4C is located near the intersection of George Street and N Broadway. This area is primarily zoned for business with adjacent and interspersed residential areas. Noise along N Broadway was the main noise source in this area. There was a distinct tonal noise from vehicles driving over the brick-paved crosswalks around this area. Short term measurements were taken at all four locations during typical rush-hour and daytime off-hours. An additional nighttime measurement was taken at point 4B.



Figure 1: Brick-paved Crosswalks Near Walsh Plaza.

5. Point 5 (WD-364-D-505-8) – This point is located along Matthew Drive between Scheuring Road and Venture Avenue and is at the north end of the west business park. The area is mainly zoned industrial and business with some nearby residential areas. The main sources of noise were industrial from several directions, insects/wildlife in the field where measurements were taken, and truck traffic along Matthew Drive. Short term measurements were taken at this location during typical rush hour and daytime off hours.

6. Point 6 (WD-1620) – This point is located midway along American Court just off American Blvd in the middle of the west business park. The area is mainly zoned industrial and business with some nearby agricultural and residential areas. The main source of noise in this area was from traffic noise to the north and west as well as nearby activity from the daycare on American Court. Short term measurements were taken at this location during typical rush hour and daytime off hours.

7. Point 7 (WD-L492-B) – This point was considered for noise measurements but was omitted due to the close proximity to Point 10.

8. Point 8 (WD-792-G-50, Carney Park) – This point is located at the south end of Carney Park along Outward Avenue. The surrounding area is zoned residential. The main sources of noise in this area were insects/wildlife and, during the rush hour measurement, and lawn care equipment at nearby houses. Short term measurements were taken at this location during typical rush-hour, during daytime off-hours, and at night.

9. Point 9 (WD-926, Nicolet Parking Lot) – This collection of four measurement points (9A, 9B, 9C, and 9D) are located around the downtown area on the west side of the river. Point 9A is located along Reid Street midway between 3rd street and 4th street. Point 9B is located along 32nd Division Memorial Highway midway between 3rd street and 4th street. Point 9C is located at the junction of 3rd street and 32nd Division Memorial Highway on the north side of the highway. Point 9D is located at the north end of the parking lot located at the junction of 3rd street and 32nd Division Memorial Highway. This downtown area is a mix of business and residential zoning. Traffic was the predominant noise source at all these locations. The paper mill to the north was audible from point 9D but not from the other three points. Short term measurements were taken at all four locations during off hours, at points 9A, 9B, and 9C during rush hour, and at point 9C at night.

10. Point 10 (WD-1275, Samantha Park) – This point is located midway along the southeast boundary of Samantha Park. The surrounding area is residential to the north and west and business/industrial to the south and east. The primary noise sources at this point were traffic, insects/wildlife, thunder and rain, as well as some industrial noise. A 24-hour, long term measurement was taken at this location.

11. Point 11 (Nicolet Place) – This point is located at the east side of the cul-de-sac at the end of Nicolet Place off Lost Dauphin Road. The surrounding area is mostly residential. The main sources of noise at this point were traffic, insects/wildlife, and some noise from recreational activities and mowing at nearby residences. An 18-hour, long term measurement was taken at this location.



Figure 2: Long-term Measurement Equipment at Nicolet Place.

12. Point 12 (O'Keefe Court) – This point is located at the north side of the cul-de-sac at the end of O'Keefe Court off O'Keefe Road. The surrounding area is a mix of residential and business/industrial. The main noise sources at this point were traffic, insects/wildlife, and recreational activities and mowing from the nearby residences. A 24-hour, long term measurement was taken at this location.

Figure 3 below gives a graphical summary of when measurements were taken at each location throughout our study.

	Monday		Tuesday					Wednesday			
	PM Off	PM Rush	AM Rush	AM Off	PM Off	PM Rush	Night	AM Rush	AM Off	PM Off	PM Rush
Point 1		X	Rain		X						
Point 2		X			X						
Point 3		X			X		X				
Point 4						X	X		X		
Point 5				X							X
Point 6				X							X
Point 7											
Point 8				X			X				X
Point 9	X						X	X			
Point 10	Long-term Measurement										
Point 11										Long-term Measurement	
Point 12					Long Term Measurement						

Figure 3: Graphical Schedule of Measurements.

Measurement Methodology

1. All measurements were taken using NTI XL2 Sound Level Meters with M2211 Type 1 microphones with 4-inch diameter windscreens. The long-term measurements also included an NTI WP-30 weather protective housing on the measurement microphone. Appropriate correction factors were applied to account for the effect of the housing. The sound level meters were calibrated before and after each series of measurements with an NTI Class 1 Sound Calibrator. Wind speed and temperature readings were taken at the beginning and end of each measurement series.

2. Short term measurements consisted of a 10-, 15-, or 20-minute continuous measurement. The meter was mounted on a tripod during the measurements. Audio recordings were also made during the measurements for future reference. The following lists the specifics of each type of short-term measurement taken.
    a. Rush Hour measurements were taken either between 7:30 and 8:30 AM or between 4:30 and 5:30 PM to capture the higher noise levels associated with increased traffic during these periods. These measurements were taken over 15-minute periods.
    b. Off Hour measurements were taken between 9:30 and 11:30 AM or between 1:30 and 3:30 PM to capture normal daytime hours. These measurements were taken over 20-minute periods.
    c. Nighttime measurements were taken between 9:45 and 11:00 PM to capture typical nighttime noise levels. These measurements were taken over 10-minute periods.

3. Long term measurements were taken with an unmonitored sound level meter secured at the measurement location in a weatherproof case. The microphone was remotely mounted on a stand that was staked to the ground near the case. Audio recordings were made during the measurements for future reference.

4. The primary sound level metric of interest for this study is the A-weighted equivalent sound pressure level (abbreviated LAeq). This is a time-weighted average of the sound pressure level over the period measured with a frequency-weighting applied to account for the variation in sensitivity to different frequencies of the human ear.

5. The attached details, NS-01 through NS-17, show satellite views of the measurement locations, the measured LAeq values for each measurement point, and the frequency spectrum for the short-term measurements and rolling 10-minute equivalent LAeq values measured throughout the period of the long-term measurements

Discussion

1. Figures 4 and 5 below gives a summary of the short- and long-term measurements. The following sections discuss notable characteristics regarding the measured noise levels.

Location	Zone	Off Hours LAeq (dBA)	Rush Hour LAeq (dBA)	Night LAeq (dBA)
Point 1	Industrial	56	52	-
Point 2	Industrial	57	54	-
Point 3	Residential	56	55	48
Point 4A	Business/Residential	55	56	-
Point 4B	Business/Residential	65	66	58
Point 4C	Business/Residential	61	62	-
Point 5	Industrial/Business	62	61	-
Point 6	Industrial/Business	51	58	-
Point 8	Residential	46	60	45
Point 9A	Business/Residential	66	68	-
Point 9B	Business/Residential	68	70	-
Point 9C	Business/Residential	69	69	62
Point 9D	Business/Residential	62	-	-

Figure 4: Summary Short-Term Measurements.

2. The measurements at points 1, 2, and 5 (highlighted in red in Figure 4) show that the noise levels in these areas are higher during off hours than during rush hour. This was due primarily to increased truck traffic in these mostly industrial areas during the day. This truck traffic seemed to lessen during the rush hour time frame.

3. The measured noise at the downtown locations (highlighted in green in Figure 4) was dominated by traffic noise. The noise levels were relatively constant throughout the day with only a slight increase during the rush hour timeframe. The noise decreased during the nighttime hours as traffic was reduced.

4. The significant increase in rush hour noise compared to off hours noise at point 8 (highlighted in blue in Figure 4) was due to mowing and leaf blowing activity at one of the nearby houses rather than to any increase in traffic associated with the time of day.

5. Noise levels at point 3 (highlighted in orange in Figure 4) were relatively consistent throughout the day with a significant decrease in level at night. The primary noise source at this point was the nearby highway which appeared to have consistent levels of traffic throughout the day but fell off during the nighttime hours.

6. The measured noise levels at point 6 (highlighted in purple in Figure 4) indicate a noticeable increase between off hours and rush hour. This was due to increased traffic in the area.

Location	Zone	Full LAeq (dBA)	Daytime LAeq (dBA)	Nighttime LAeq (dBA)
Point 10	Residential/Industrial	50	50	49
Point 11	Residential	52	53	48
Point 12	Residential/Industrial	51	52	48

Figure 5: Summary of Long-Term Measurements.

7. As can be seen in Figure 5, the long-term measurements show noise levels that are slightly higher in the daytime than during the nighttime. Nighttime levels were consistent over all three locations. The three long-term measurement locations were primarily residential zones (with some industrial zones near point 10) and appeared to have similar noise levels.

Analysis

1. Review of the collected data reveals that noise levels across the city are fairly typical for each respective environment. Dense downtown commercial areas were the loudest due to traffic noise (Points 4 and 9), while the outlying business, industrial, and residential areas experienced very similar noise levels as a mix between traffic, environmental, and general activity noise,
   a. This signifies to us that the multiple categories of noise levels based on source and receiving zone types is excessive and unnecessary. A simpler guideline of noise levels based only on receiving zone would be sufficient and easier to understand and enforce. This would result in stricter standards for commercial and industrial zones than under the current ordinance, but that would appear to have little to no impact on current activities and businesses.
   b. The downtown areas (points 4 and 9) that experience a higher ambient noise level, both day and night, would benefit from attention to noise in the Building Code to make sure building envelopes and internal partitions between tenants are properly constructed to minimize ambient noise intrusion.

2. It is interesting to note that traffic noise due to truck traffic is a primary noise source in many of the industrial and commercial areas, but that noise from activities on the properties were not a major factor. For future city planning it may be beneficial to plan truck routes to and from these zones that avoid the bordering residential areas as much as possible.

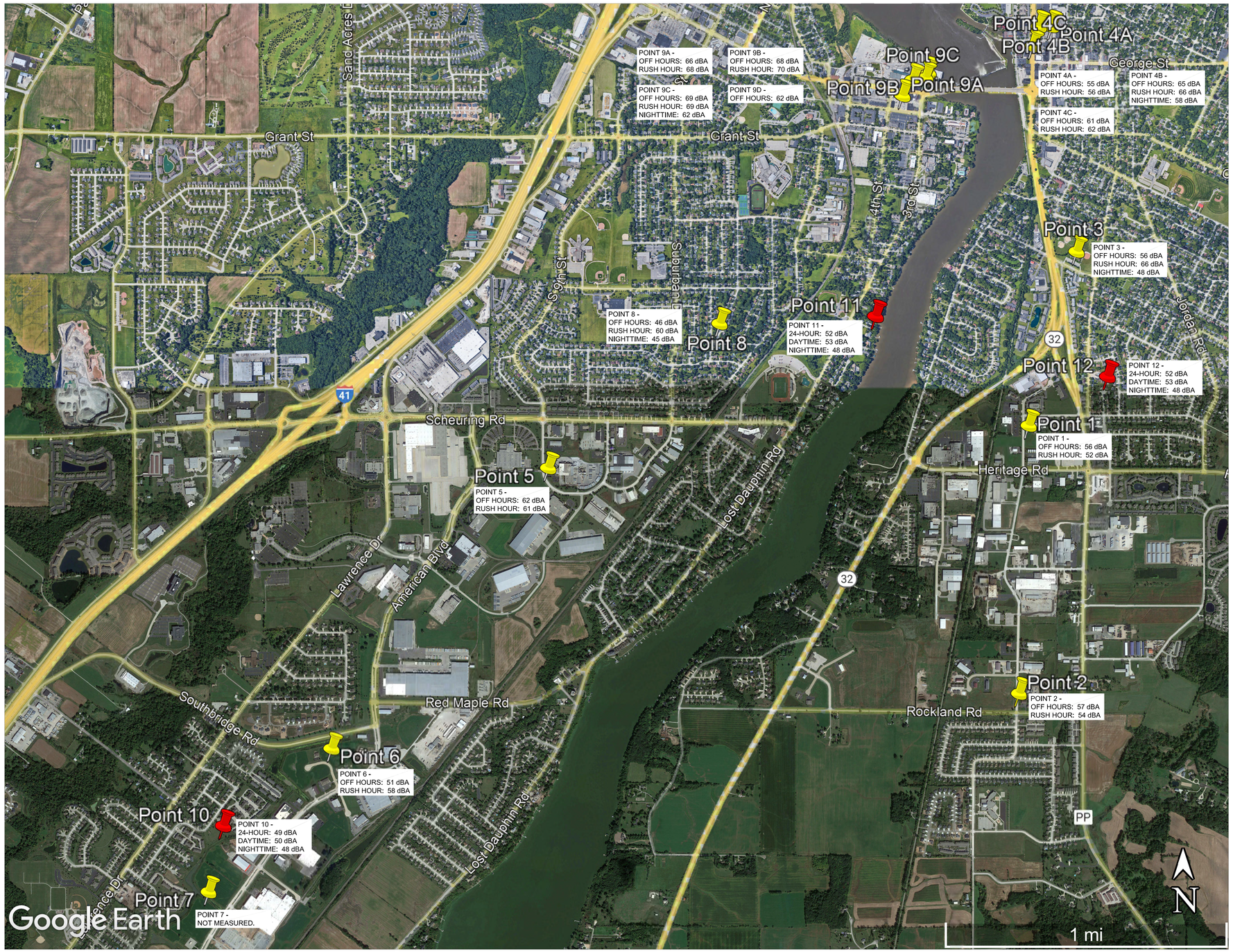
Please let us know if you have any questions.

Very truly yours,

AVANT ACOUSTICS, LLC

Andrew J. VonFeldt
Senior Associate

Enclosures:
NS-01 – Overall Noise Study Map
NS-02 through NS-17 – Individual Point Measurement Summaries



AVANT ACOUSTICS®
14827 WEST 95TH STREET
LENEXA, KS 66215-5200 USA
913.888.9111
913.888.9193 FAX

WWW.AVANTACOUSTICS.COM

DE PERE COMMUNITY NOISE STUDY

DE PERE, WI

REV.	DATE	DESCRIPTION

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Design:	AJV
Drawn:	AJV
Approved By:	JMH
Date:	10/20/22
Job Number:	C2050

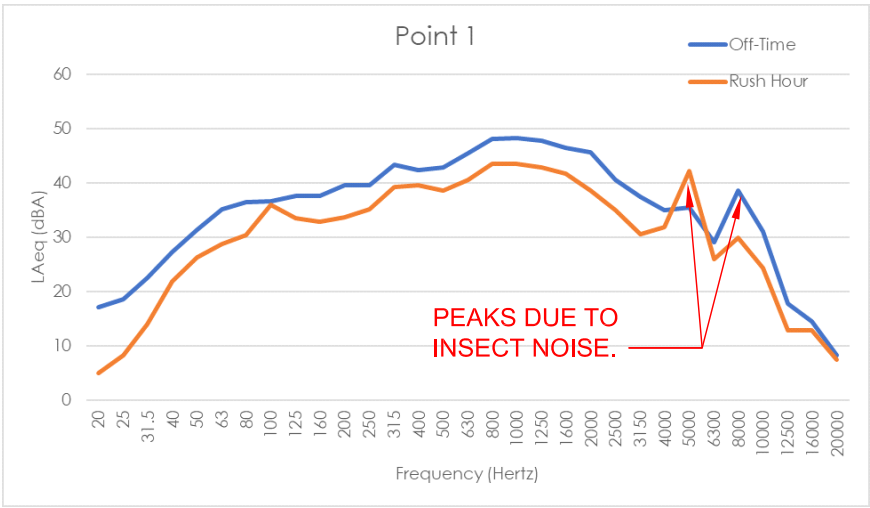
OVERALL NOISE STUDY MAP

NS-01

POINT 1



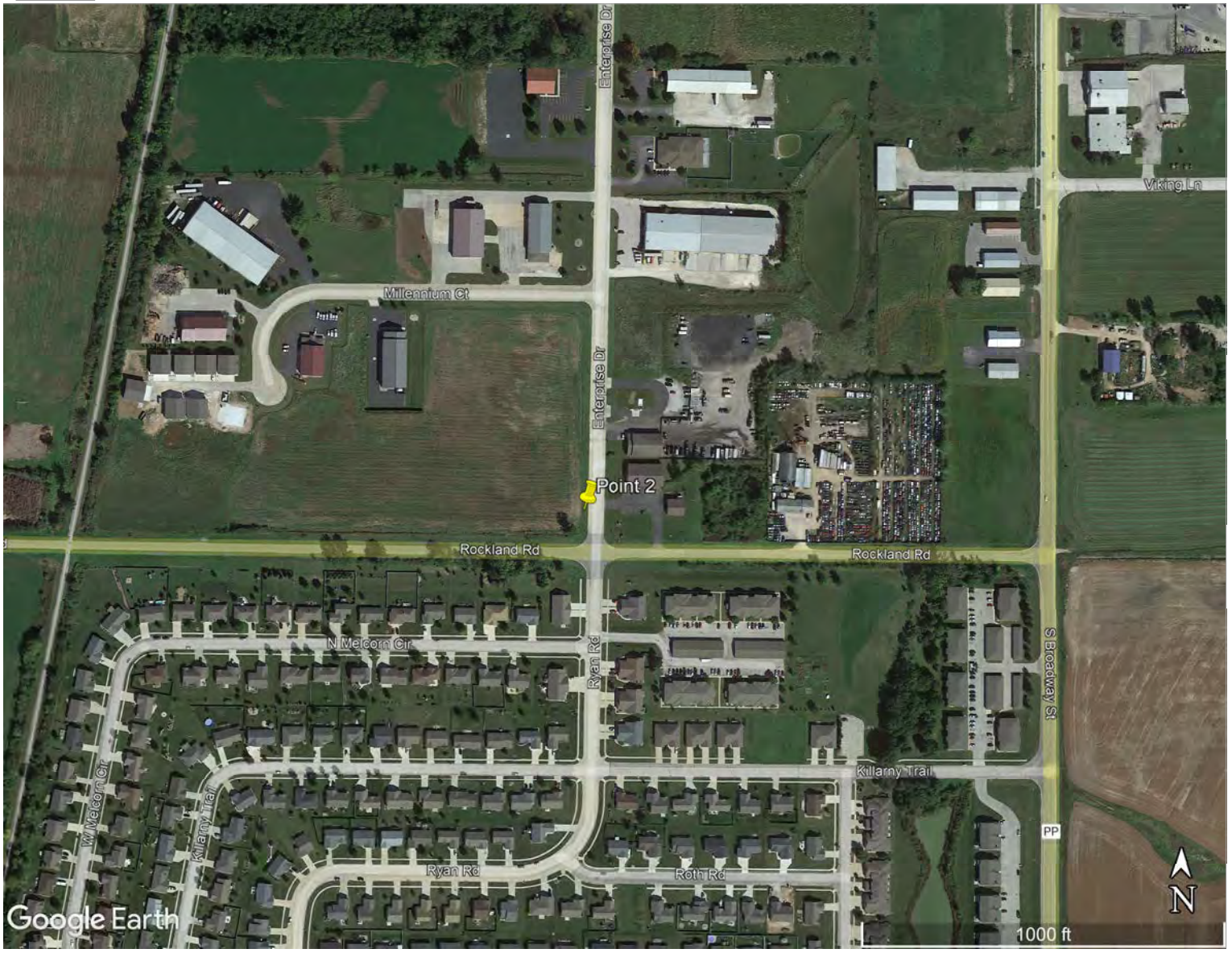
Point 1	
Measurement	LAeq (dBA)
Off Hours	56
Rush Hour	52



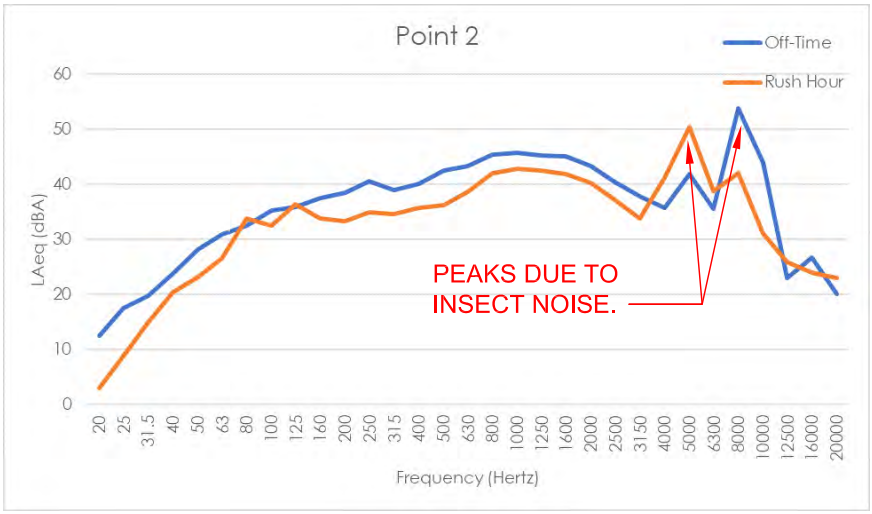
NS-02	DE PERE NOISE STUDY DE PERE, WI POINT 1 MEASUREMENT SUMMARY	AVANT ACOUSTICS®	14827 WEST 95TH STREET LENEXA, KS 66215 USA 913.888.9111 WWW.AVANTACOUSTICS.COM

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POINT 2



Point 2	
Measurement	LAeq (dBA)
Off Hours	57
Rush Hour	54



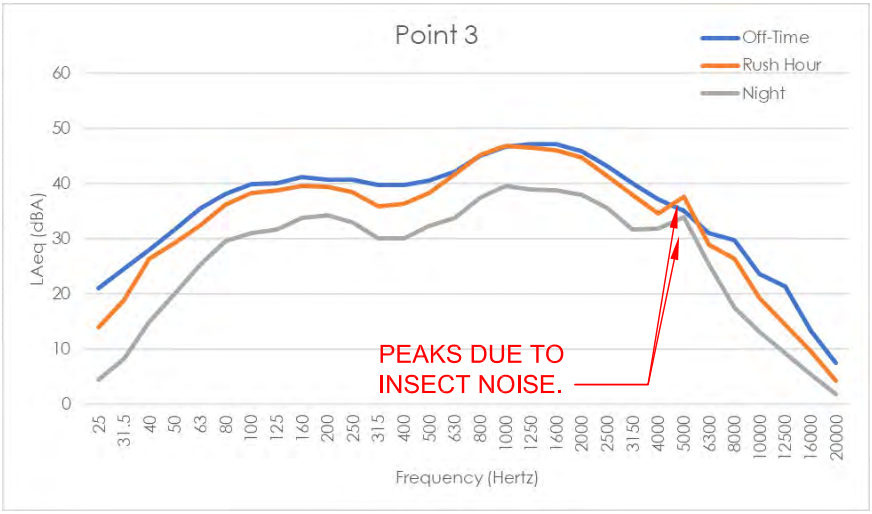
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BY: AJV
FILE: C2050

POINT 3



Point 3	
Measurement	LAeq (dBA)
Off Hours	56
Rush Hour	55
Night	48



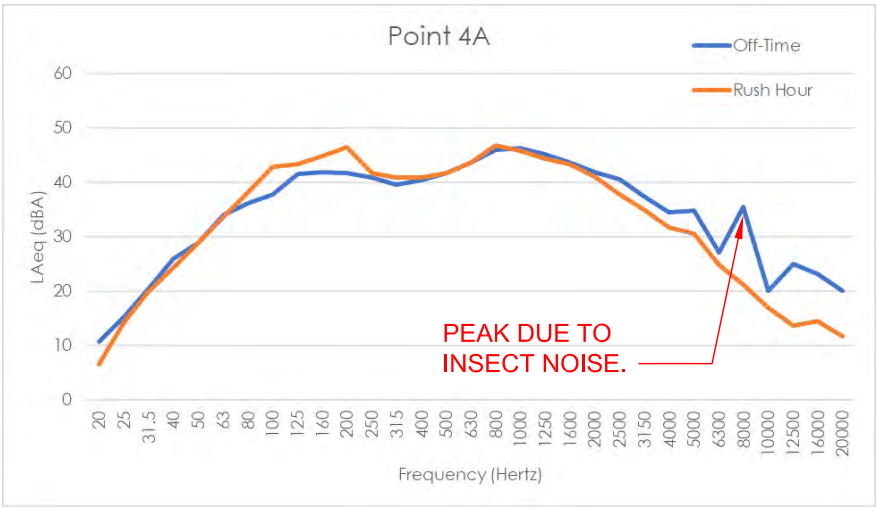
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POINT 4A



Point 4A	
Measurement	LAeq (dBA)
Off Hours	55
Rush Hour	56



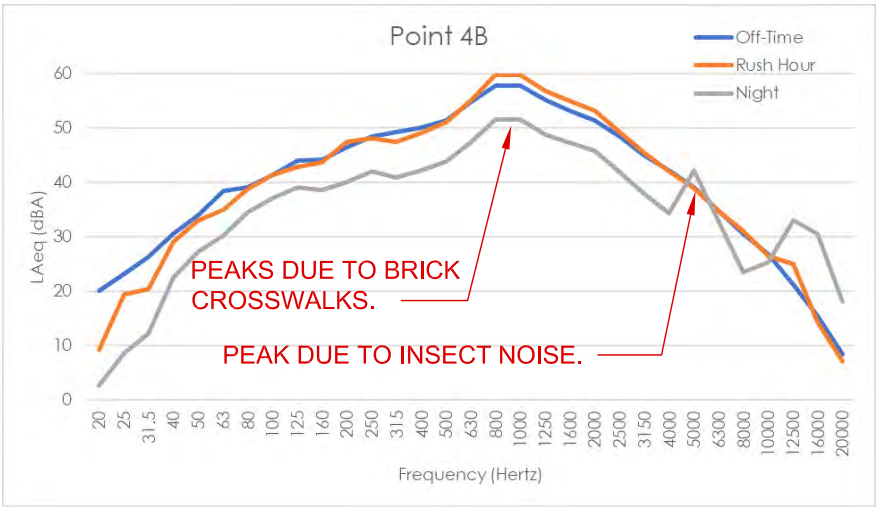
NS-05	DE PERE NOISE STUDY DE PERE, WI POINT 4A MEASUREMENT SUMMARY	AVANT ACOUSTICS®	14827 WEST 95TH STREET LENEXA, KS 66215 USA 913.888.9111 WWW.AVANTACOUSTICS.COM

DATE: 10/20/22
BY: AJV
FILE: C2050

POINT 4B



Point 4B	
Measurement	LAeq (dBA)
Off Hours	65
Rush Hour	66
Night	58



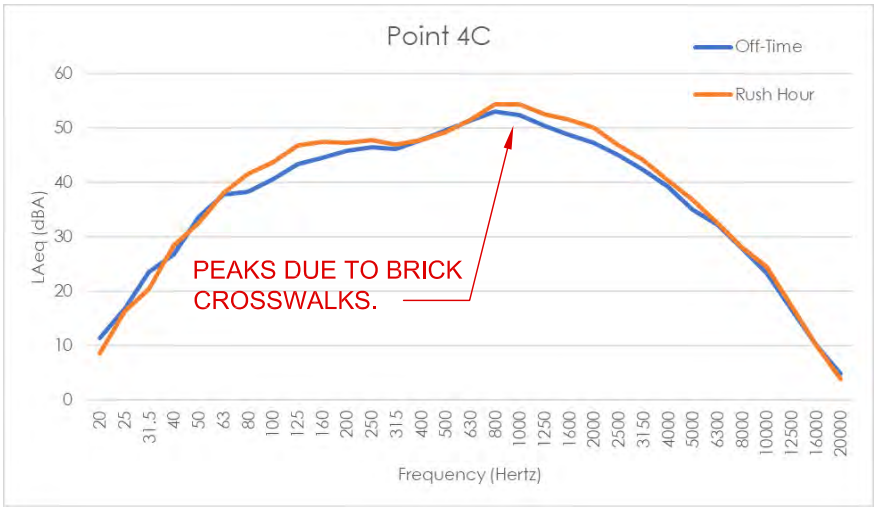
NS-06	DE PERE NOISE STUDY DE PERE, WI POINT 4B MEASUREMENT SUMMARY	AVANT ACOUSTICS®	14827 WEST 95TH STREET LENEXA, KS 66215 USA 913.888.9111 WWW.AVANTACOUSTICS.COM

DATE: 10/20/22
BY: AJV
FILE: C2050

POINT 4C



Point 4C	
Measurement	LAeq (dBA)
Off Hours	61
Rush Hour	62



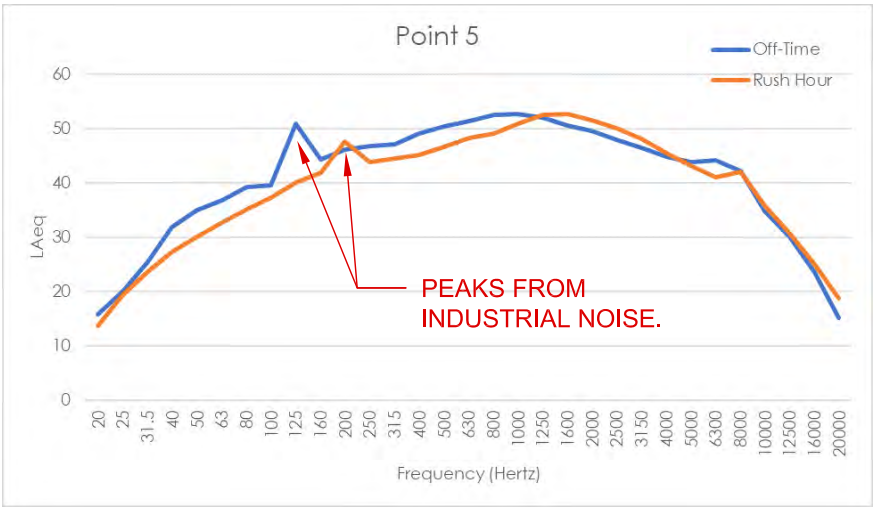
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FILE: C2050

POINT 5



Point 5	
Measurement	LAeq (dBA)
Off Hours	62
Rush Hour	61



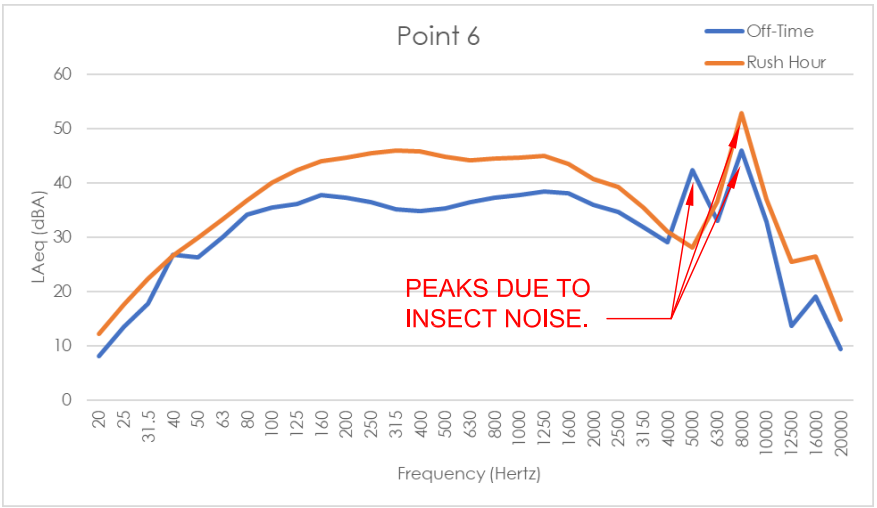
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POINT 6



Point 6	
Measurement	LAeq (dBA)
Off Hours	51
Rush Hour	58



NS-09	DE PERE NOISE STUDY DE PERE, WI POINT 6 MEASUREMENT SUMMARY	AVANT ACOUSTICS®	14827 WEST 95TH STREET LENEXA, KS 66215 USA 913.888.9111 WWW.AVANTACOUSTICS.COM

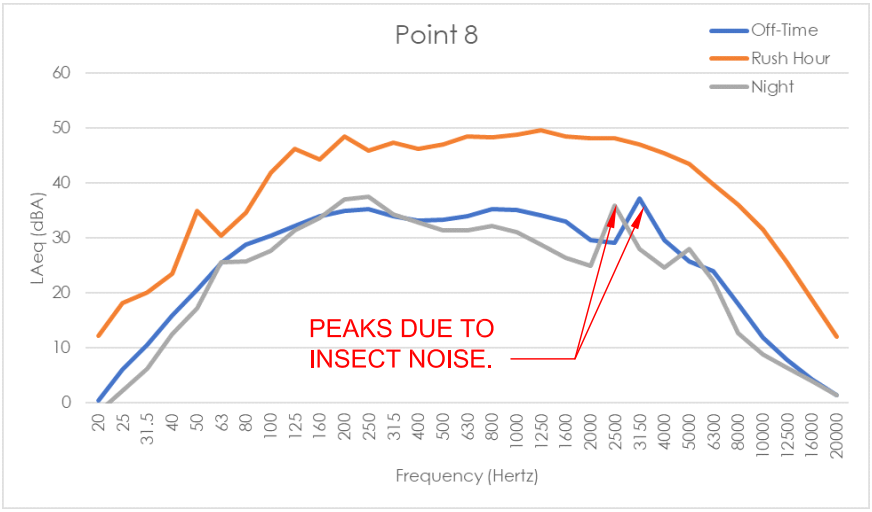
DATE: 10/20/22
BY: AJV
FILE: C2050

POINT 8



Point 8	
Measurement	LAeq (dBA)
Off Hours	46
Rush Hour	60*
Rush Hour	45

*RUSH HOUR NOISE INCREASE PRIMARILY DUE TO MOWING ACTIVITY AT NEARBY RESIDENCE.



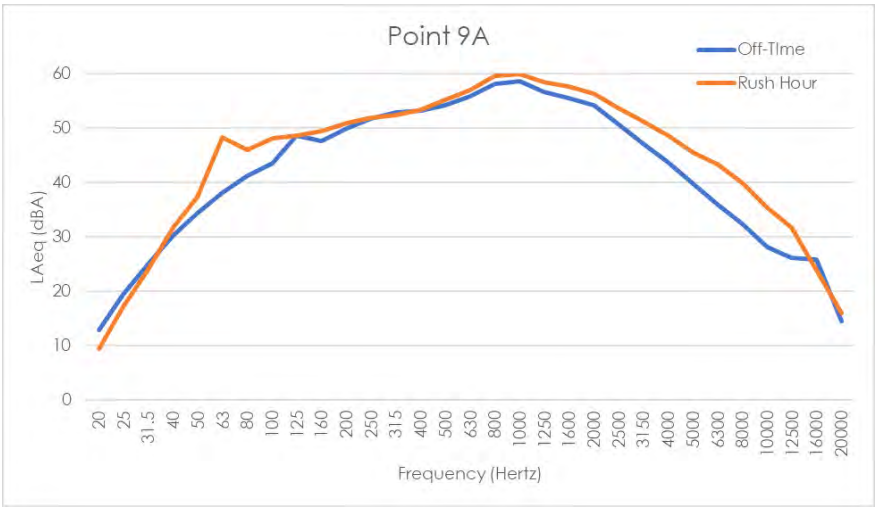
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BY: AJV
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POINT 9A



Point 9A	
Measurement	LAeq (dBA)
Off Hours	66
Rush Hour	68



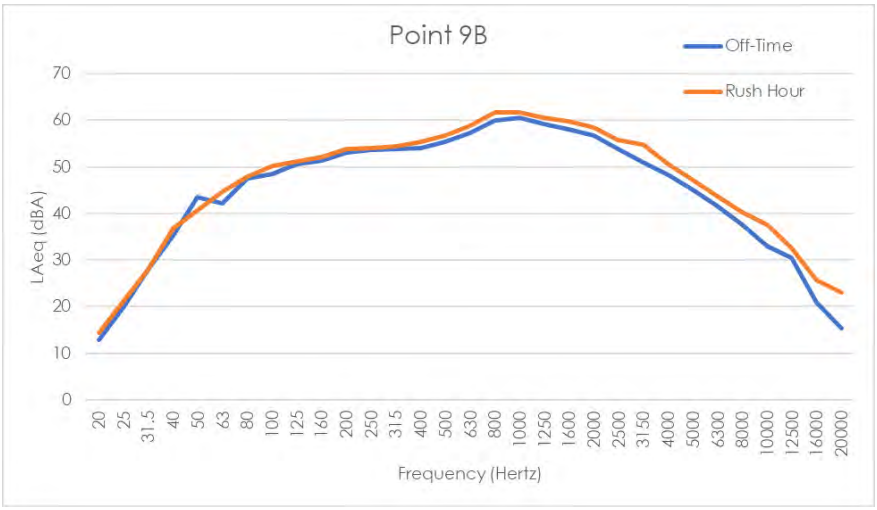
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DATE: 10/20/22
BY: AJV
FILE: C2050

POINT 9B



Point 9B	
Measurement	LAeq (dBA)
Off Hours	68
Rush Hour	69



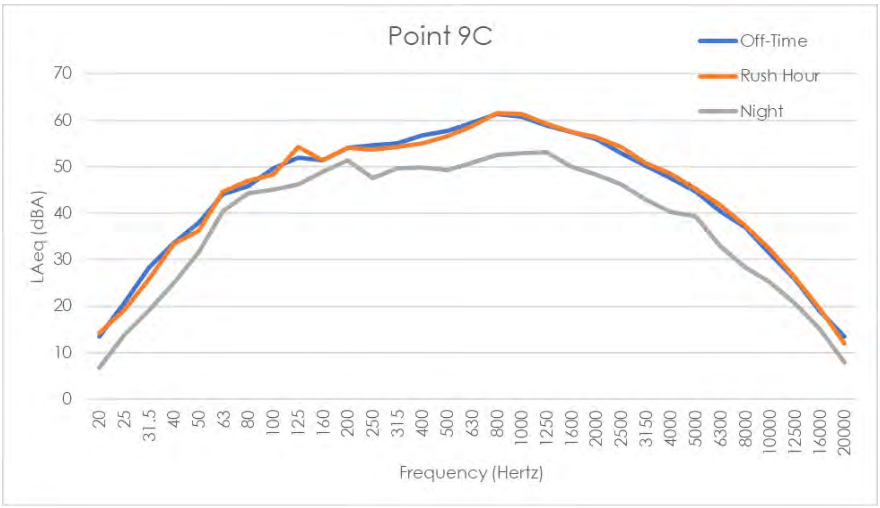
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DATE: 10/20/22
BY: AJV
FILE: C2050

POINT 9C



Point 9C	
Measurement	LAeq (dBA)
Off Hours	69
Rush Hour	69
Night	62



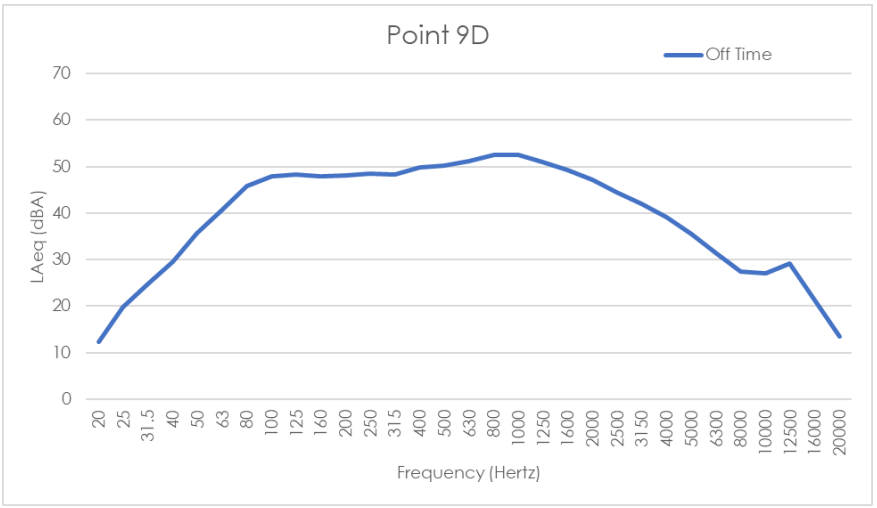
NS-13	DE PERE NOISE STUDY DE PERE, WI POINT 9C MEASUREMENT SUMMARY	AVANT ACOUSTICS	14827 WEST 95TH STREET LENEXA, KS 66215 USA 913.888.9111 WWW.AVANTACOUSTICS.COM

DATE: 10/20/22
BY: AJV
FILE: C2050

POINT 9D



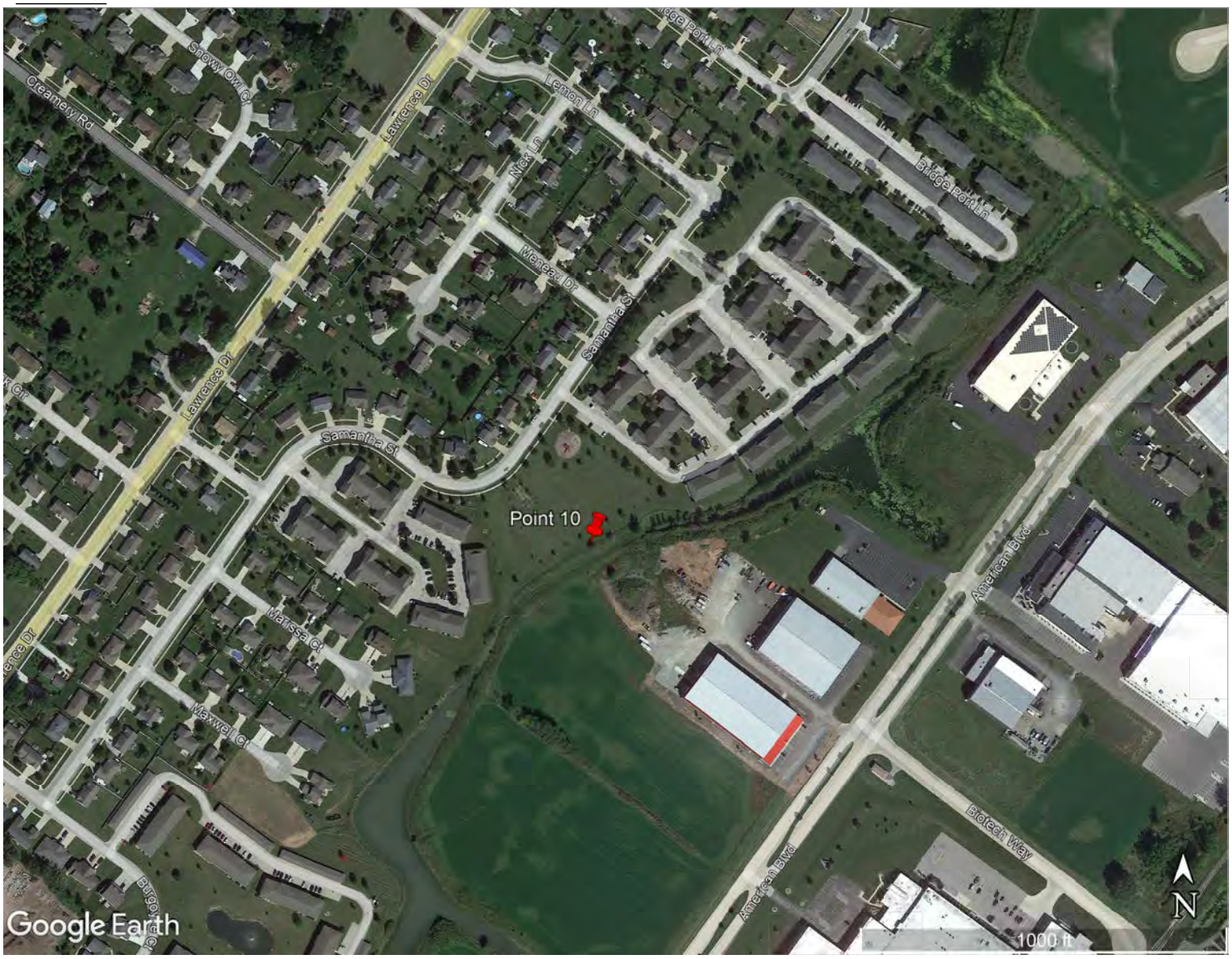
Point 9D	
Measurement	LAeq (dBA)
Off Hours	62



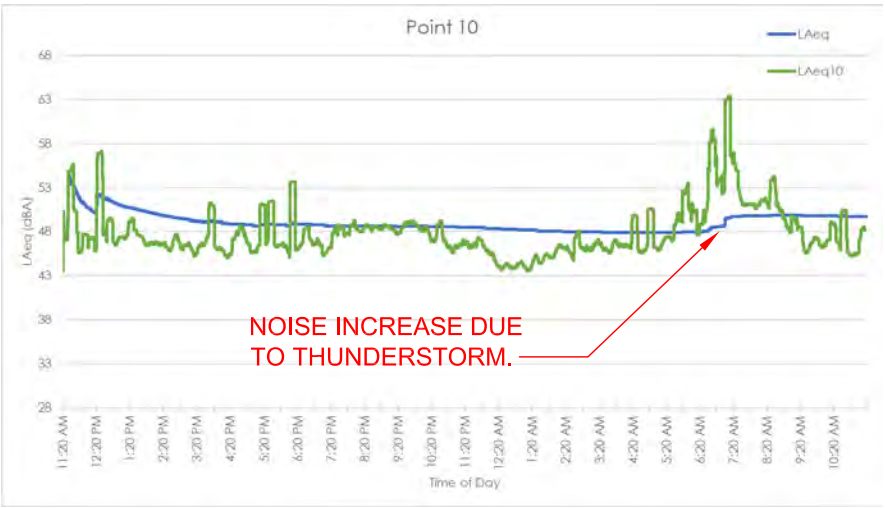
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DATE: 10/20/22
BY: AJV
FILE: C2050

POINT 10

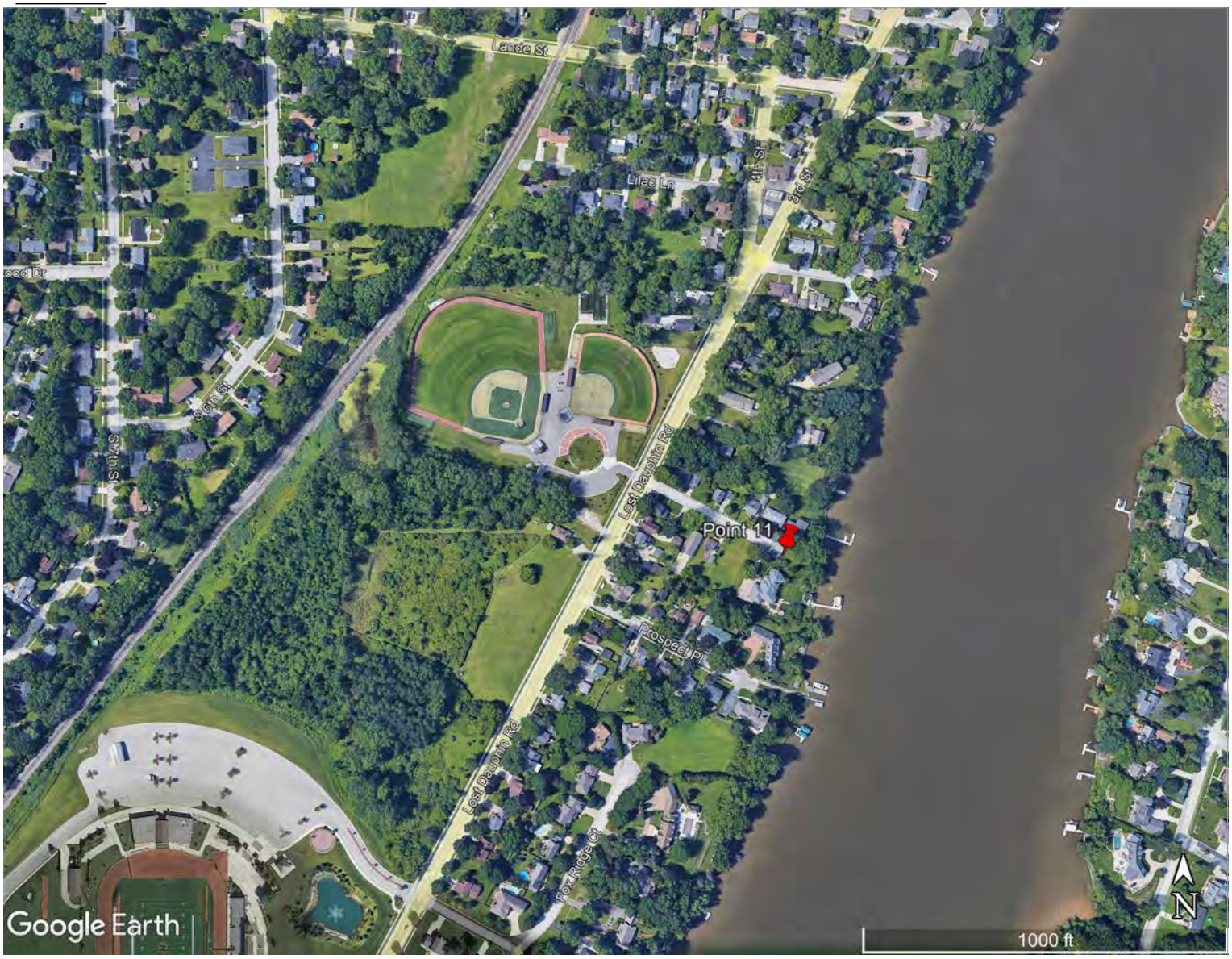


Point 10	
Period	LAeq (dBA)
Full	50
Day	50
Night	49



NS-15	DE PERE NOISE STUDY DE PERE, WI POINT 10 MEASUREMENT SUMMARY	AVANT ACOUSTICS®	14827 WEST 95TH STREET LENEXA, KS 66215 USA 913.888.9111 WWW.AVANTACOUSTICS.COM	DATE: 10/20/22 BY: AJV FILE: C2050

POINT 11



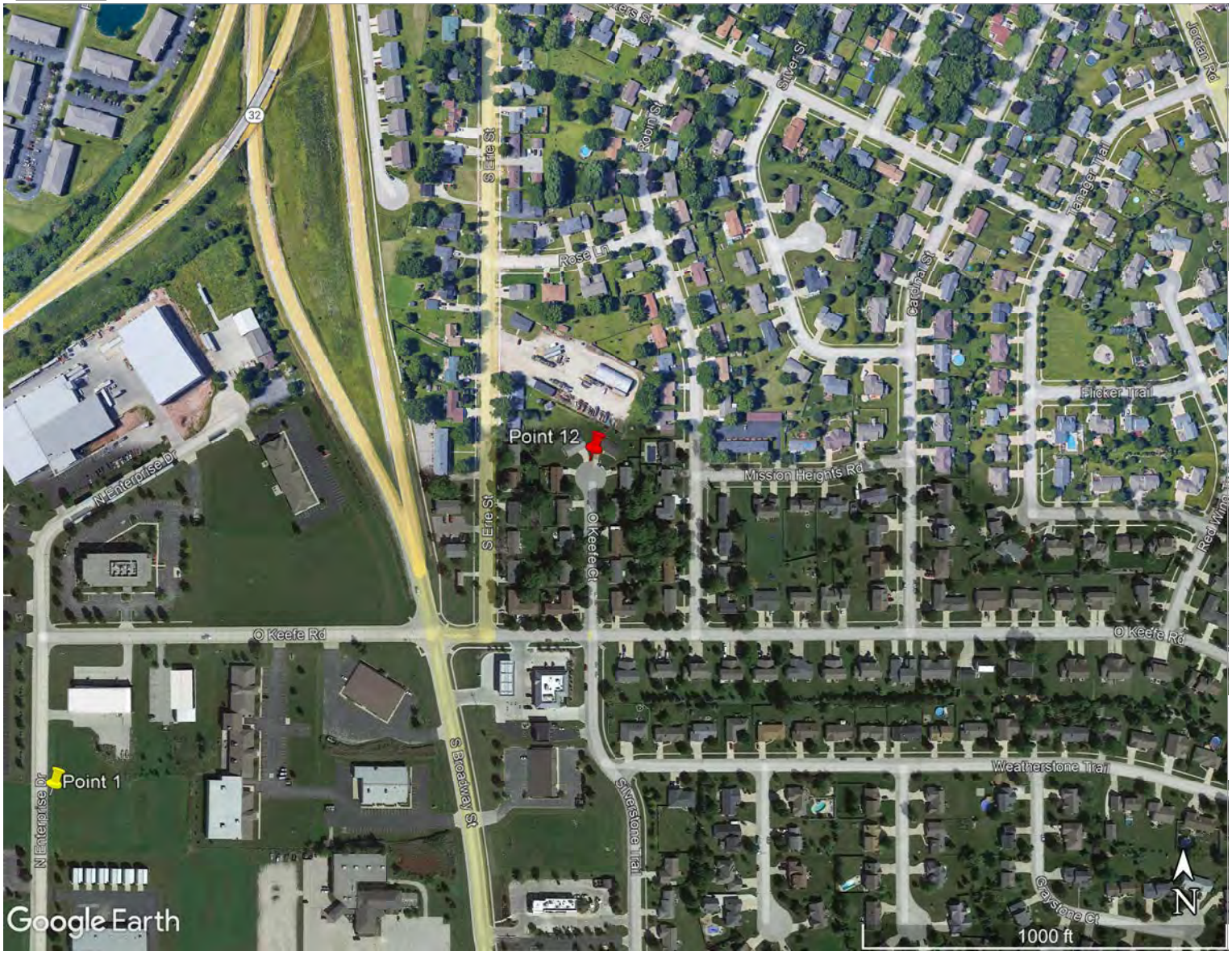
Point 11	
Period	LAeq (dBA)
Full	52
Day	53
Night	48

*NOTE THAT THIS MEASUREMENT WAS ONLY AROUND 18 HOURS RATHER THAN 24 DUE TO THE TIME CONSTRAINTS OF OUR VISIT.



NS-16	DE PERE NOISE STUDY DE PERE, WI POINT 11 MEASUREMENT SUMMARY	AVANT ACOUSTICS®	14827 WEST 95TH STREET LENEXA, KS 66215 USA 913.888.9111 WWW.AVANTACOUSTICS.COM	DATE: 10/20/22 BY: AJV FILE: C2050

POINT 12



Point 12	
Period	LAeq (dBA)
Full	51
Day	52
Night	48



NS-17	DE PERE NOISE STUDY DE PERE, WI POINT 12 MEASUREMENT SUMMARY	AVANT ACOUSTICS®	14827 WEST 95TH STREET LENEXA, KS 66215 USA 913.888.9111 WWW.AVANTACOUSTICS.COM

DATE: 10/20/22
BY: AJV
FILE: C2050

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 16, 2024**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Resolution #24-01 Accepting Natural Resource Damage Assessment Grant from Fox River Trustee Council Toward Voyageur Park Kayak/Canoe Launch and Authorizing Additional City Funding from the Capital Project Fund to Complete Project.**

The Board of Park Commissioners, at the December 21, 2023, meeting, approved accepting the NRDA grant for a kayak/canoe launch at Voyageur Park and to request additional funding from council The motion was approved unanimously, with a 6-0 vote.

ATTACHMENTS:

- Reso24-01 (PDF)
- Council Memo.NRDA Grant.canoekayak launch (PDF)
- 314 Project Acceptance Letter_2023_ City of DePere_Kayak-Canoe Launch (PDF)
- Voyager Park ADA Quote (PDF)
- Memo.canoe kayak (DOCX)

RESOLUTION #24-01

ACCEPTING NATURAL RESOURCE DAMAGE ASSESSMENT GRANT
FROM FOX RIVER TRUSTEE COUNCIL TOWARD VOYAGEUR PARK KAYAK/CANOE
LAUNCH AND AUTHORIZING ADDITIONAL CITY FUNDING FROM THE CAPITAL
PROJECT FUND TO COMPLETE PROJECT

WHEREAS, the 2023 budget included funding for the installation of a kayak/canoe launch at Voyageur Park in the amount of $50,000.00; and

WHEREAS, pursuant to Resolution #23-41, the City Council authorized submission of an application to the Fox River Trustee Council for a Natural Resource Damage Assessment (NRDA) restoration project grant; and

WHEREAS the Director of Parks, Recreation and Forestry has learned that the City has been awarded the NRDA grant in the amount of $20,437.00 for use toward construction of the launch; and

WHEREAS, pursuant to Resolution #23-42, the Council authorized submission of an additional application to the Wisconsin Department of Natural Resources (WDNR) for a recreational boating facility construction/renovation grant seeking a similar amount; and

WHEREAS, the Director of Parks, Recreation and Forestry was advised that the City was denied the WDNR grant; and

WHEREAS, the Board of Park Commissioners has reviewed this matter and recommends approval and acceptance of the generous NRDA grant from the Fox River Trustee Council, with allocation of additional City funding to complete the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves and accepts the grant of $20,437.00 from the Natural Resource Damage Assessment program of the Fox River Trustee Council and thanks them for their very generous support.

BE IT FURTHER RESOLVED THAT:

The City commits to allocating additional funding necessary to complete the project from the Capital Projects Fund.

BE IT FURTHER RESOLVED THAT:

The Director of Parks, Recreation and Forestry is authorized to take all required actions for acceptance of the awarded grant, including signing necessary documents and actions to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of January, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Committee Approval: 12/21/23

CITY OF DE PERE
MEMO

To: City Council
From: Marty Kosobucki
Date: January 16, 2024

RE: NRDA Canoe/Kayak Launch Grant and Project Funding

At the December 21st Park Board meeting, the Board approved and recommends the acceptance of an National Resource Damage Assessment (NRDA) grant for the purpose of installing a canoe/kayak launch at Voyageur Park. In addition, the Park Board is recommending the allocation of additional funding from the City to complete the project. See Summary/Background for complete information.

Summary/Background:
As part of the 2023 Budget staff requested the installation of a Canoe/Kayak launch in the amount of $50,000. Of that $50,000, the funding mechanism would be broken down by the City paying $4,000 and the remaining $46,000 coming from two different grant sources (NRDA and WDNR Stewardship Fund). Staff applied for both grant programs and received word in September the WDNR denied the grant request for funding the project. However, in November of 2023 we received notice the NRDA awarded a grant in the amount of $20,437 toward the project. This would leave approximately $29,563 left to fund for the project, or $25,563 in addition to current funding ($20,437 – NRDA, $4,000 – City of De Pere). It is possible we could wait and reapply to the WDNR Stewardship grant program, however there would be several concerns with doing this. First, the Waterway Commission that allocated funding did not put an emphasis on canoe/kayak launches, so it would be likely this lack of emphasis would be present next year as well. It would also start creating a pinch in the timing of being able to get the project done within the time limits of the NRDA grant. The Park Board emphasized during the meeting that taking advantage of NRDA grant funding makes sense, even if we cannot get the WDNR grant money.

I have included a quote we received from one company for installing a canoe/kayak launch at Voyageur Park. As you can see it is not quite $50,000 however the quote will be almost a year old and does not include ancillary or miscellaneous costs for installing the launch.

Fox River/Green Bay Natural Resource Trustee Council

U.S. FISH AND WILDLIFE SERVICE
2661 Scott Tower Drive
New Franken, Wisconsin 54229-9565
Telephone 920/866-1753
FAX 920/866-1710

December 13, 2023

Marty Kosobucki
City of De Pere
925 S Sixth St.
De Pere, WI 54115

Dear Mr. Kosobucki:

Thank you for bringing a natural resource restoration project consistent with the 2003 Joint Restoration Plan and Environmental Assessment for the Fox River and Green Bay Area (Restoration Plan) and the 2016 Updated Restoration Plan and Environmental Assessment for the Fox River and Green Bay Area (Update) to our attention. The restoration project titled "City of De Pere-Voyageur Park Kayak/Canoe Launch (Project #314)" has been selected by the Fox River/Green Bay Natural Resource Trustee Council (Council) for implementation. The Council has agreed to allocate $20,427 to support the proposed project.

The Council has agreed to provide funds to implement the project as presented because of the specific restoration/compensation values described. If circumstances cause any change to the project, you must forward such change or substitution proposals to the Council for review and approval. Any proposed changes or substitutions must be consistent with the Restoration Plan and Update, Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and other applicable legal authorities. Please contact me to confirm that the restoration project remains as it was proposed or to update me on any project scope changes that have been necessary.

It is the policy of the Council to assure that projects funded with natural resource damage assessment and restoration settlement funds are achieving the desired goals of the Restoration Plan and Update for the Lower Fox River/Green Bay PCB site. In order to be able to respond to agency and public inquiries on this, the Council requires the submittal of annual progress reports for all selected projects. The first progress report to the Trustees will be due on January 31, 2025. An electronic copy of the report will be emailed to you at the time a reminder is sent in December.

In order to transfer funds for this project, a grant agreement must be put in place through the U.S. Fish and Wildlife Service. Be sure to contact us at least three months in advance of initiating project activities or needing funds in hand, as this process can take time. We will work with you throughout

the process to complete the necessary steps through the online system: GrantSolutions.gov. Once the grant agreement paperwork is completed, you will receive an official 'notice of award' letter confirming the funding transfer. There will be an additional annual reporting requirement (performance and financial) through this grant agreement, that will be included in the notice of award letter; these reports will be submitted directly in Grant Solutions.

The Council requests recognition of their role in support of the restoration project listed above in all written or verbal references. Any signs or plaques of acknowledgment posted at the restoration project site should include the Council. The Council will also supply a sign with the Trustee logo for posting at project sites; please contact me if this is needed.

Should you have questions, or if I can be of any further assistance, please contact me at the address or telephone numbers listed above or by electronic mail at trina_soyk@fws.gov.

Sincerely,

Trina Soyk

Trina Soyk
Trustee Council Coordinator

EZ DOCK OF THE GREAT PLAINS

Estimate

816-260-5113
justin@ezdockofthegreatplains.com
515 Airport Road Bismarck, ND 58504

Date	Estimate #
2/15/2023	4451

Name / Address
EZ Dock Floating Dock Systems ATTN: Bob Erdman 8227 Burma Ln Pickerel, WI 54465

Dock Location	
Customer Phone	715-484-2277

Rep	P.O. No.

Item	Description	Qty	Rate	Total
	Voyager Park- City of DePere, WI			
208010	80" X 10' DOCK SECTION	3	2,779.00	8,337.00T
500960R-ASY	KIT, EZ LAUNCH "One-Way" RIGHT w/PORTS	1	10,001.00	10,001.00T
5008900	EZ LAUNCH ACCESSIBLE TRANSFER W/ SUPPORT GRAB RAIL & SIGN	1	6,205.00	6,205.00T
100757SS	EZ LAUNCH ADJUSTABLE ADAPTER KIT DOCK TO EZ LAUNCH SS (1 PR)	1	713.00	713.00T
301100	COUPLER SET W/ COMPOSITE ROD	12	72.00	864.00T
210250	PIPE BRACKET KIT HEAVY DUTY W/ INSERT 2.5"	4	490.00	1,960.00T
124025	2-3/8" OD – 10 GAUGE X 24' L GALVANIZED PIPE	4	298.00	1,192.00T
35116	DOCK CURBING PLASTIC 2-1/2" x 3-1/2" X 116'" (no bolts)	7	260.00	1,820.00T
80530SS	3" x 5/16" FLATHEAD SCREWS FOR CURBING	42	6.00	252.00T
G200460	GANGWAY HINGE KIT, AL GANGWAY TO 60" DOCK	1	550.00	550.00T
G200465	GANGWAY HINGE KIT, AL GANGWAY TO SHORELINE ABUTMENT 60"	1	378.00	378.00T
ADA508	ADA GANGWAY AL 5'x8' W/ HANDRAILS, BEIGE THRUFLOW DECK	1	4,497.00	4,497.00T
	Pre-Subtotal			36,769.00
Freight	Freight / Delivery		685.00	685.00T
Dock Labor	Dock Installation		3,400.00	3,400.00
	Sales Tax		0.00%	0.00

Total $40,854.00

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki
Date: December 21, 2023

RE: Direction/Action on Canoe – Kayak Launch

Staff is looking for direction from the Board of Park Commissioners on how to address the current situation with the proposed project of installing a Canoe/Kayak Launch at Voyageur Park. The project was proposed to obtain assistance from two grant sources to fund most of the project. We have received notification that we were denied one grant and received the other. Now the City must make the decision if it wants to pursue the project without full grant funding.

Background:
In the 2023 proposed budget, we had an approved project of installing a Canoe/Kayak Launch in the amount of $50,000. The project was broken up into two funding sources, with $46,000 coming from grants and $4,000 coming from the City. The grant funding was proposed to come from two sources (WDNR Stewardship Funding and NRDA). Back in September of 2023, we were notified by the WDNR that we were not awarded grant funding for our project. It simply did not rank high enough and there were questions about ADA accessibility. Just recently we were informed the NRDA has awarded us our grant application for the Canoe/Kayak Launch. The approved grant is for $20,427 and must be used by January 31, 2025. (See included letter of grant award).

As mentioned above, we were denied funding from the WDNR. While every year can be different, I attended the Water Ways Commission meeting that allocates funding. The present mission and/or position of the Water Way Commission members was to not put an emphasis on funding canoe/kayak launches. I bring this up because if the current mission/goal of the Water Way Commission stays the same, the likelihood of us applying for and getting a grant for this canoe/kayak launch is minimal at best.

I have included a copy of the grant award letter from the NRDA and the estimate we received for the canoe/kayak launch (however it is almost a year old already and would be anticipated to be more).

Options:
In reviewing the situation the City has two options.

- Accept the grant award from the NRDA and propose to City Council the funding of the balance of the project. Based on our original budget projection, the balance of the project would be approximately $30,000.
- Do not accept the grant and postpone and/or terminate the project.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 16, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Reso #24-02 Authorizing Offer to Purchase and Development Agreement Between the City of De Pere and Developer (126 South Broadway and 310 North Wisconsin).**

ATTACHMENTS:

- Reso24-02 (PDF)
- UPDATED Development Agreement 310 N Wisconsin 1.10.24(DOCX)
- City of De Pere OTP 1.10.24 126 S Broadway (PDF)

RESOLUTION #24-02
(Former Resolution #23-128)

AUTHORIZING OFFER TO PURCHASE AND DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF DE PERE AND DEVELOPER
(126 South Broadway and 310 North Wisconsin)

WHEREAS, in an effort to spur future comprehensive redevelopment in the downtown area, including without limitation the City owned properties located on or around Front Street, and to increase overall density, the City is interested in acquiring additional property located at 126 South Broadway; and

WHEREAS, in order to make an offer that is in the best interest of the public, an appraisal of the 126 South Broadway property was obtained to support the investment of limited public funds in furtherance of the City's intended downtown redevelopment; and

WHEREAS, the purchase of the 126 South Broadway property is contingent upon the execution of a Development Agreement for the redevelopment of 310 North Wisconsin Street, together known hereinafter as the Development Project, including the satisfaction of other contingencies contained in the Commercial Offer to Purchase attached hereto; and

WHEREAS, Developer wishes to enter into a development agreement with the City for the construction of a 20,000 square foot building in a newly-created Tax Incremental District in the downtown area at 310 North Wisconsin Street to relocate its existing retail business at 126 South Broadway; and

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

WHEREAS, the intended Development Project will be consistent with the Project Plan for the newly-created TID and will be beneficial to the City to promote rehabilitation, revitalization and economic stability; and

WHEREAS, Developer's ability to commence the Development Project is contingent upon the City's commitment to use tax increments from the District to provide financial assistance for portions of such improvements, pursuant to the terms set forth in the attached Offer to Purchase and Development Agreement between the City of De Pere and Developer; and

WHEREAS, City desires to provide such financial assistance as contained in these Agreements to support this Development Project.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Commercial Offer to Purchase for the purchase of 126 South Broadway, as is attached hereto, subject to such changes and revisions as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

The City Attorney's office is authorized to take necessary steps to close the transaction at such a time as the seller has removed all liens and other unacceptable encumbrances on the property, pursuant to the requirements of appropriate title work.

BE IT FURTHER RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Development Agreement Between the City of De Pere and Developer, as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of January, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____

DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF DE PERE AND DEVELOPER
(126 S. Broadway and 310 N. Wisconsin Street)

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the City of De Pere, Wisconsin, a municipal corporation ("City") and DEVELOPER ENTITY NAME/TYPE ("Developer").

RECITATIONS

WHEREAS, Wis. Stat. §66.1105 et. seq., provides the authority and establishes procedures by which the City of De Pere may create Tax Increment Financing Districts and support development projects within blighted areas of the City through the use of tax incremental financing; and

WHEREAS, the City intends to create a Tax Incremental District (the "District") to include the Project under this Agreement as described below and initiate the TID creation process pursuant to Wis. Stat. §66.1105 et. seq, which is subject to Joint Review Board approval; and

WHEREAS, Developer is in need of moving its business located at 126 S. Broadway to an approximately 20,000 square foot building located at 310 North Wisconsin Street, in the City of De Pere, which development will be consistent with the Project Plan for the newly created TID; and

WHEREAS, Developer and City understand the need to assist with the relocation through the City's purchase of 126. S Broadway St and subsequent leaseback to the Developer until such time as they are able to relocate to the Subject Purchase Property.

WHEREAS, the development described above and more fully in this Agreement will promote the revitalization and economic stability of the newly created TID and the City as a

whole; and

WHEREAS, Developer's ability to construct a new retail location for its existing business would not be viable and this development would not occur in the City but for the City's commitment to reimburse Developer for significant project costs; and

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

WHEREAS, the City believes it is appropriate to use tax increments from the District to provide for the construction of certain improvements to the property for the benefit of the TID to facilitate development and redevelopment within the district and to provide financing for portions of such improvements and development; and

WHEREAS, the City further believes that the Project, as described in this Agreement, is in the best interests of the City and its residents and is reasonably consistent with the public purposes and the development expectations of the City, including, but not limited to, expanding tax base and employment opportunities within the City; and

WHEREAS, the City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Project, including, without limitation, the grading of public and private lands and stormwater runoff control to serve the Project; and

WHEREAS, as a result, the City wishes to promote this development and provide the required financial assistance to Developer.

NOW THEREFORE, upon the mutual promises and obligations contained herein, together with such other consideration, the receipt and sufficiency of which are hereby acknowledged,

the Parties agree as follows:

I. DEFINITIONS

A. "Assessed Value" means the anticipated initial value placed upon the Project upon completion as determined pursuant to Wisconsin Statutes, Chapter 70. The projected full Assessed Value for the Project is Two Million Five Hundred Thousand Dollars and ($2,500,000.00).

B. "Minimum Assessed Increment Value" means the total Assessed Value of the Project less the Base Assessed Value of the Subject Purchase Property. If the Minimum Assessed Increment Value of the Subject Purchase Property as of January 1, 2025, and through the term of this Agreement is less than One Million One Hundred and Forty-Five Thousand Dollars ($1,145,000), the Deficit Payment (defined below) provisions of Paragraph II.I. shall apply.

C. "Base Assessed Value" means the total 2024 Assessed Value of the tax parcel the Subject Sale Property – One Million Three Hundred Fifty-Three Thousand Two Hundred Dollars ($1,353,200).

D. "Certificate of Occupancy" means the certificate issued by the Development Services Department upon completion of the Project so as to permit occupancy of the same.

E. "City" means the City of De Pere.

F. "Deficit Payment" means payment of the difference between the taxes paid on the Assessed Increment Value of the Project and those taxes that would have been paid on the Guaranteed Value of the Project, as defined in and calculated under Paragraph II.I.3.

G. "Developer" means INSERT ENTITY NAME.

H. "District and/or TID" means the newly created City of De Pere Tax Incremental District.

I. "Force Majeure" means a delay in achieving Substantial Development as required in this Agreement due to circumstances beyond the reasonable control of Developer that can neither be anticipated or controlled, including strikes, war, acts of nature, acts of God, pandemics, epidemics, or other forces majeure. Force Majeure shall not apply or work to extend the implementation of the Property Valuation Warranties under Paragraph II.H.

J. "Guaranteed Value" means two million Five hundred thousand dollars and ($2,500,000.00) or the Base Assessed Value plus the Assessed Increment Value of the Subject Purchase Property.

K. "Minimum Annual Property Tax Payment" means the minimum yearly total property tax payment required to be paid by Developer commencing with the 2025 tax year (payable in 2026), which shall be no less than Thirty-Five Thousand Dollars ($35,000) as calculated as the Guaranteed Value multiplied by the Mill Rate listed on the 2023 Tax Bill (0.013942416) of the Subject Purchase Property

L. "Project" means the purchase and renovation of an approximately 20,000 square foot building at 310 North Wisconsin Street as a result of moving Developer's business located at 126 South Broadway, which shall contain code appropriate façade materials. Project also means the Subject Purchase Property together with the Project improvements contemplated by the Parties and as approved by the City Plan Commission (also referenced as Exhibit A herein).

M. "Project Grant" means the Project Reimbursement Grants provided to Developer as set forth in Paragraph III.B.

N. "Subject Purchase Property" means Parcel ED-878.

O. "Subject Sale Property" means Parcel ED-789.

P. "Substantially Completed" means that a certificate of occupancy for the Project has been issued by the City Building Inspection Department.

Q. "Tax Increment" shall have the meaning given under Wis. Stat. § 66.1105(2)(i) but shall be limited to the Tax Increment attributable to the land and improvements comprising the Project and any taxable personal property associated with the Project.

R. "Term of the Agreement" means through the end of the term of the newly created TID.

II. DEVELOPER OBLIGATIONS, REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. **Real Estate Sale**. Developer shall sell the Subject Sale Property located at 126 South Broadway St (Parcel Number ED-789) to the City and as legally described as follows:

ORIGINAL PLAT OF DEPERE S 1/2 OF LOT 5 & S 1/2 OF LOT 8 EX COM SW COR LOT 8 TH NWLY ALG W LINE 31.2 FT TH E ALG N/L OF S1/2 LOT 8 50.7 FT TH S 30 FT TO S/L LOT 8 TH W ALG S/L LOT 8 42.2 FT TO POB BLK 15

B. **Real Estate Purchase**. Developer shall purchase the Subject Purchase Property located at 310 North Wisconsin Street (Parcel Number ED-878) and legally described as follows:

ORIGINAL PLAT OF DEPERE PRT OF BLK 23 & PART OF VACATED WILLIAMS & WISCONSIN STS DESC AS LOT 1 IN 15 CSM 21 & OUTLOT 1 IN 17 CSM 161

If Developer does not purchase the Subject Purchase Property by March 31, 2024, then this Agreement shall be null and void and the City shall have no further obligations and shall have the right to terminate this Agreement as determined in the sole discretion of the City.

C. **Plan Commission Project and Site Plan Approval.** Developer shall take all steps necessary to obtain City approval of the Project including site and building plan approvals by no later than May 1, 2024, to enable renovation construction to be completed and to obtain Substantial Completion of the Project on or before December 31, 2024. The Project shall be substantially similar to the site plan submitted by Developer as modified, conditioned or approved by the Plan Commission (Exhibit A) and shall be constructed in compliance will all City code provisions with all conditions and requirements of the Plan Commission.

D. **Substantial Completion.** The Project shall be Substantially Completed and subject to full real estate assessment as of December 31, 2024.

E. **Land Combination**. Developer shall, at its own expense, prepare a Combination Certified Survey Map (CSM) to establish property lines for the Project and the properties to be combined with lands from the former Shopko site to be joined with the Subject Purchase Property.

F. **Cross Access Easement**. Developer shall cooperate with adjoining property owners of the former Shopko site, the City, and other potential parties or owners, of Parcels ED-875, ED-861, ED-878, ED-880, ED-866, and shall release any and all existing Cross-Access Easement obligations necessary to allow for the Project to occur.

G. **Compliance Obligations**. The Project shall be completed in accordance with all applicable laws, regulations, ordinances and building and zoning codes and the Developer shall obtain and maintain all necessary permits and licenses for the Project. The City shall, at Developer's cost, reasonably cooperate with the Developer in connection with obtaining necessary permits and licenses for the Project.

H. **Compliance with Law.** Developer shall comply with all applicable laws, ordinances, and regulations in effect at the time of final approval when fulfilling its obligations under this Agreement. When necessary to protect public health, the Developer shall be subject to any applicable laws, ordinances and regulations that become effective after approval.

I. **Project/Subject Purchase Property/Project Value Warranties.**

1. Guaranteed Value. Developer warrants the Guaranteed Value of the Project as of January 1, 2025, shall be not less than two million five hundred thousand dollars and ($2,500,000.00). This January 1, 2025, date for the Project to have an Assessed Value not less than the Guaranteed Value is not subject to Force Majeure. To that end, Developer, for itself and its respective successors and/or assigns, hereby waives all right to appeal the Assessed Value of the Project, whether to the City, State of Wisconsin or any other jurisdiction or venue, to assert a claim of unlawful tax, assert a palpable error, or otherwise challenge under any existing or newly created right in the future under Wisconsin or Federal laws, the Assessed Value of the Project below the Guaranteed Value for the duration of TID. If the Assessed Value of the Project is less than the Guaranteed Value, Developer, on behalf of itself and its respective successors and/or assigns, agrees that the Deficit Payment provisions of Paragraph II.I.3 ("Minimum Annual Property Tax Payment and Deficit Payment Calculation") shall apply.

2. Property to Remain Taxable. For the duration of TID District, Developer, on behalf of itself and/or its respective successors and assigns, hereby agrees that

they shall not, without the prior written consent of the City, which consent shall be within the sole discretion of the City, sell or lease any portion of the Project to an entity whereby such sale or lease would cause such portion of the Project to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of Developer's successors and assigns. Developer further agrees to place a restriction in any deed conveying the Project during the term of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Project or any portion thereof to become tax exempt. Should the Project nevertheless become tax exempt, Developer, for itself and its respective successors and/or assigns, hereby agrees that a Deficit Payment shall then be made by the Owner of the Project in accordance with the process set out in Paragraph II.I.3 ("Deficit Payment Calculation").

3. Minimum Annual Property Tax Payment and Deficit Payment Calculation. Developer obligates itself to pay Minimum Annual Property Tax Payments during the term of this Agreement on the Project, commencing with the 2025 tax year (payable in 2026). Should Developer's Annual Property Tax Payment for any tax year beginning on or after January 1, 2025, not meet the Minimum Annual Property Tax Payment, Developer shall make a Deficit Payment to the City equal to the difference between the Minimum Annual Property Tax Payment and the actual property taxes paid by Developer for each year the Minimum Annual Property Tax Payment is not met. The Deficit Payment shall

be due and payable in full on or before August 31 of each year due commencing in 2026.

If the Deficit Payment is not fully paid by August 31 of the year in which it is due, the amount so determined under the above process shall be placed against the property as a special charge for services rendered under Wis. Stats. §66.0627(2).

J. **Developer Representations, Warranties and Covenants**. Developer represents, warrants and covenants that:

1. it is a CORPORATION TYPE duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition; and
2. it has full authority to execute and perform this Agreement and has obtained all necessary authorizations to enter into, execute and deliver this Agreement; and
3. the execution, delivery, and performance of its respective obligations pursuant to this Agreement will not violate or conflict with its articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, nor will the execution, delivery, or performance of its

obligations pursuant to this Agreement violate or conflict with any law applicable to it or the Project; and

4. this Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of it enforceable against it in accordance with their respective terms; and
5. it will expeditiously complete the development and construction of the Project in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to the City regarding the Project; and
6. it will not make or consent to any material modifications to the Final Site Plans without the prior written consent of the City; and
7. it will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of the Project; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that it shall, within ten (10) days after the filing (or the assertion) of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the City) a surety bond sufficient to release said claim or lien or provide the City with other such assurances that the City may reasonably require; and

8. it will take all reasonable steps to forestall claims of lien against the Subject Purchase Property (any part thereof or right or interest appurtenant thereto) or any personal property and fixtures located or used in connection with the Subject Purchase Property; and
9. it will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Subject Purchase Property in at least the amount of the full replacement, completed value of the improvements on the Subject Purchase Property; and
10. it will pay and discharge all taxes, assessments and other governmental charges upon the Subject Purchase Property when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Subject Purchase Property; and
11. it will promptly furnish to the City written notice of any litigation affecting Developer and any claims or disputes which involve a material risk of litigation against Developer; and
12. it shall deliver to the City revised statements of estimated costs of the construction for the Project showing changes in or variations from the original cost statements, moving expenses, and other costs provided to the City as soon as such changes are known to Developer; and
13. it shall provide to the City, promptly upon the City's request, any information or evidence deemed reasonably necessary by the City related to performance

of Developer under this Agreement to enable the City to timely and accurately complete any accounting or reporting requirements applicable to the City related to the transactions under this Agreement; and

14. no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Developer is pending or threatened, and no other event has occurred which may materially adversely affect Developer's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the City in writing; and
15. there are no delinquent outstanding personal property taxes, real estate taxes, or special assessments affecting the Subject Purchase Property; and
16. the person(s) signing this Agreement on behalf of Developer represent and warrant that he/she/they have full power and authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement; and
17. that it shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement.

K. **Landscaping**. If required, Developer shall be responsible for landscaping on the Subject Purchase Property, including without limitation trees, shrubs, seeding or sod related to the improvements, if required under the zoning code.

L. **Utilities**. If required, Developer shall install, or have installed, all private utilities including without limitation electric, gas, fiber-optic, telephone and cable services and

all improvements for the use and operation of the Project, if required for the proposed building renovations.

M. **Laterals**. If required, Developer shall install, or have installed, all sanitary sewer and water laterals on the Subject Purchase Property, as well as connections of such laterals to new or existing sewer and water mains, if required for the proposed building renovations.

N. **Erosion**. If required, Developer shall be responsible for all erosion control related to construction of all improvements on the Subject Purchase Property.

O. **Costs**. Developer shall be responsible for all costs related to the work to be performed by Developer under this Agreement, including, but not limited to, all engineering, inspections, materials, labor and permit, impact and license fees.

III. CITY OBLIGATIONS

A. **Real Estate Sale.** City shall purchase Subject Sale Property located at 126 South Broadway St (Parcel Number ED-789) no later than January 30, 2024, and as legally described as follows:

ORIGINAL PLAT OF DEPERE S 1/2 OF LOT 5 & S 1/2 OF LOT 8 EX COM SW COR LOT 8 TH NWLY ALG W LINE 31.2 FT TH E ALG N/L OF S1/2 LOT 8 50.7 FT TH S 30 FT TO S/L LOT 8 TH W ALG S/L LOT 8 42.2 FT TO POB BLK 15

City's purchase shall be contingent upon City and Developer executing a Lease where Developer shall rent the Subject Sale Property from the City on a month-to-month basis until no later than June 30, 2024, with a monthly rent based upon the 2023 real estate taxes for the Subject Sale Property prorated over a period of twelve (12) months.

B. **Tax Increment Financing District**. Subject to the Joint Review Board's discretion and approval consistent with Wisconsin Statute §66.1105 et. seq., City is to create the District as a new blight elimination or rehabilitation/conservation TID after January 1, 2024. The District will be located in the area in which the Project will be located.

C. **Project Incentive.** City shall provide Developer with Project Reimbursement Grants (hereinafter "Grants") totaling one million eight hundred and seventy-two thousand seven hundred twenty-one dollars ($1,872,721.00) to reimburse Project Costs incurred by the Developer conditioned upon Developer's purchase of the Subject Purchase Property and incurring costs as follows:

1. Grant #1. $52,500.00 to reimburse Project Costs incurred by Developer to purchase the Subject Purchase Property, which is a prorated amount of the anticipated purchase price of the Subject Purchase Property. This Grant #1 is payable concurrent with the sale of the Subject Purchase Property.
2. Grant #2. $1,432,914 to reimburse Project Costs incurred by Developer for architecture fees and expenses to renovate the existing building and improve the west façade per the estimate from Gryboski Builders dated October 11, 2023, a copy of which is attached hereto as Exhibit # that is incorporated herein by reference and improvements to the south façade of the building following the removal of the former Shopko store. This Grant #2 is Payable in six (6) payments to the Developer upon submittal of typical draw invoices, receipts, etc. from Gryboski Builders, and said work has been inspected by the City to confirm work has been completed which such review shall not be

unreasonably withheld or delayed.

3. Grant #3. $30,000.00 to demolish and fill in the loading ramp and re-pave that portion of the parking lot and restripe for private parking all on the Subject Purchase Property.

   This Grant #3 is payable following completion and the Development Services Director has reviewed and verified the final project costs, which such review shall not be unreasonably withheld or delayed.

4. Grant #4. $100,000.00 for Developer moving-related expenses. This Grant #4 is payable following completion and the Development Services Director has reviewed and verified the final project costs, which such review shall not be unreasonably withheld or delayed.

5. Grant #5. $192,307.00 for Developer's anticipated lost revenue during two week moving period. This Grant #5 is payable following completion of the Project and the Development Services Director has reviewed and verified the final project costs, which such review shall not be unreasonably withheld or delayed.

D. **Public Parking**. After City's purchase of land located within a reasonable distance of the Subject Purchase Property, City shall design and construct, at City's sole cost and expense, a public parking structure to be completed prior to June 1, 2026, based upon the City's parking consultant's recommendations.

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

IV. DEFAULT PROVISIONS

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

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

VI. MISCELLANEOUS

A. **Access and Inspections**. Developer hereby grants to the City, its agents, employees, officials, representatives, contractors and consultants the right to enter upon the Subject

Purchase Property at all reasonable times (upon reasonable advance notice to Developer) for the purpose of facilitating the City's inspection of the Project.

B. **Zoning Compliance.** Development on the Subject Purchase Property under this Agreement shall be in compliance with the applicable zoning ordinance and land use guidelines applicable to the Subject Purchase Property and shall be subject to the payment of any applicable impact fees in the amounts applicable at the time each required permit is issued. Nothing in this Agreement shall obligate the City to grant variances, re-zoning, exceptions or conditional use permits related to the Project.

C. **Obligations to Run with the Land.** The obligations contained herein shall run with the land and are binding for the term of this Agreement. This Agreement and any Amendment thereto shall be recorded by City with the Brown County Register of Deeds.

D. **Assignment and Changes of Control**. No party may assign this Agreement except upon prior written consent of all Parties thereto, including acknowledgement by the assignee of the obligations contained in this Agreement and consent to the same by the other party and by the De Pere Common Council. The ownership or control of Developer shall not be transferred to any person or entity without the prior written consent of the City (which may be withheld by the City for any reason). The prohibition on the transfer of ownership or control shall not be applicable in the event of the death of a member and the interest being transferred is the deceased member's interest. The term "ownership or control" shall mean 20% or more of the Ownership Interests in Developer. For the purposes of this Agreement, "**Ownership Interests**" shall mean the members' right to share in

distributions and other economic benefits of Developer, the members' right to participate in decision making, or both.

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

1. If Developer:
   DEVELOPER INFORMATION
   ADDRESS
   De Pere, WI 54115

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

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

or such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

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

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

H. **Contractual Interpretation.** All Parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumptions or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.

I. **Amendment**. No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.

J. **No Vested Rights Granted**. Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to the Developer nor does the City warrant by this Agreement that the Developer is entitled to any other approvals required.

K. **Invalid Provisions**. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

L. **Headings**. The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

M. **No Waiver; Remedies**. No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

N. **No Third-Party Beneficiaries**. This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.

O. **No Joint Venture**. The City is not a partner, agent or joint venture of or with Developer.

P. **Recording of a Memorandum of this Agreement Permitted**. A memorandum of this Agreement may be recorded by the City in the office of the Register of Deeds for Brown County, Wisconsin, and, upon request of the City, Developer shall execute and deliver to the City a memorandum of this Agreement for recording purposes.

Q. **Immunity**. Nothing contained in this Agreement constitutes a waiver of any immunity

available to the City under applicable law.

R. **Counterparts**. This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto agree that electronic (.pdf files or otherwise) copies bearing signatures shall be binding upon receipt by the other parties. If requested by a party, each party shall execute and deliver an original, hard-copy version of this Agreement for each party's permanent files. ~~**(SIGNATURE PAGE TO FOLLOW)**~~

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

CITY OF DE PERE
By:

_____ _____
James G. Boyd Mayor Carey E. Danen. City Clerk

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2023, by James G. Boyd, Mayor and Carey E. Danen, City Clerk.

_____

Notary Public, State of Wisconsin
My commission expires on _____

DEVELOPER NAME
By:

_____ _____
Print Name: _____ Print Name: _____
Title: _____ Title: _____

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2023, by _____and _____ of DEVELOPER NAME.

_____

Notary Public, State of Wisconsin
My commission expires on _____.

EXHIBIT A

Project

Approved by the Wisconsin Real Estate Examining Board
10-1-23 (Optional Use Date) 1-1-24 (Mandatory Use Date)

WB-15 COMMERCIAL OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON January 9, 2024 [DATE] IS (AGENT OF BUYER)
~~(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)~~ STRIKE THOSE NOT APPLICABLE
The Buyer, City of De Pere,
offers to purchase the Property known as 126 S. Broadway, Parcel No. ED-789
_____
_____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-642, or attach as an addendum per line 668] in the City of De Pere, County
of Brown, Wisconsin, on the following terms:
PURCHASE PRICE The purchase price is Six Hundred Thousand
_____ Dollars ($600,000.00).
INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: _____
_____
_____
_____
All personal property included in purchase price will be transferred by bill of sale or
NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included or not included.
NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at lines 12-15) and the following: _____
_____ _____
_____
__
CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.
"Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.
CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.
BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before January 26, 2024. Seller may keep the Property
on the market and accept secondary offers after binding acceptance of this Offer.
CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.
CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.
CLOSING This transaction is to be closed on or before January 31, 2024_____
_____ at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.
CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money transfer instructions.
EARNEST MONEY
■ EARNEST MONEY of $ N/A_____ _____ accompanies this Offer.
If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
■ EARNEST MONEY of $ N/A_____ will be mailed, or commercially, electronically or personally delivered within _____ days ("5" if left blank) after acceptance.

All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____) $TRIKE THOSE NOT APPLICABLE (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

■ DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM: If negotiations do not result in an accepted offer and the earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed as directed in a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the earnest money any costs and reasonable attorneys' fees, not to exceed $250, prior to disbursement.

■ LEGAL RIGHTS/ACTION: The Firm's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines $TRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: _____ _____. If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in Seller's disclosure report dated _____ and a Real Estate Condition Report, if applicable, dated _____ , which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this offer by reference C$MPLETE DATES OR STRIKE AS APPLICABLE and _____ _____ _____ _____ $NSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).

CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have rescission rights per Wis. Stat. § 709.05.

"Conditions Affecting the Property or Transaction" are defined to include:

a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and bulges), basement or other walls.

b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells, fire safety, security or lighting.

c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving the Property or any Defect related to a joint well serving the Property.

d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.

e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service septic system serving the Property not closed or abandoned according to applicable regulations.

f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously on the Property; LP tanks on the Property or any defects in such LP tanks.

g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the Property.

h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.

i. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements.

j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.

k. Proposed, planned or commenced construction of public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property.

l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to correct building code violations.

m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.

n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.

o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.

p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or insect infestations.

q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.

r. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.

s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions; restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking.

t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.

u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or burial sites or archeological artifacts on the Property.

w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.

x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or a comparable program.

y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or similar group of which the Property owner is a member.

aa. Government investigation or private assessment/audit of environmental matters conducted.

bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties.

cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a pending property reassessment, remodeling that may increase the property's assessed value, or pending special assessments.

dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative.

ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or additions to the Property that were made during the owner's period of ownership without the required permits.

ff. Rented items located on the Property or items affixed to or closely associated with the Property.

gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or sliding, settling, earth movement or upheavals.

PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on lines 185-197 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions checked at lines 185-197.

Proposed Use: Buyer is purchasing the Property for the purpose of: _____

_____

_____ **[insert proposed use and type and size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].**

☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 181-183.

☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

☐ **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: _____ _____

_____ or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use described at lines 181-183.

☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public roads.

☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" if neither stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY ☐ rezoning; ☐ conditional use permit; ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 181-183. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (~~Buyer obtaining~~) (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a _____ _____ _____ survey (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (~~Buyer's~~) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____

_____ _____ .

STRIKE AND COMPLETE AS APPLICABLE Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title policy.

CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.

This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

☒ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within _____ days ("30" if left blank) after acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

☒ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity.

☒ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with representations made prior to and in this Offer.

☒ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear of all liens, other than liens to be released prior to or at closing.

☒ Rent roll.

☐ Other _____ _____

_____

Additional items which may be added include, but are not limited to: building, construction or component warranties, environmental site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment notices.

All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within ____ days ("5" if left blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

☒ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-291), at (Buyer's) (~~Seller's~~) expense STRIKE ONE ("Buyer's" if neither is stricken), which discloses no Defects.

NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

■ RIGHT TO CURE: Seller (shall) (shall not) STRIKE ("shall" if neither is stricken) have a right to cure the Defects.

If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

(2) curing the Defects in a good and workmanlike manner; and

(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site Assessment report and:

(1) Seller does not have a right to cure; or

(2) Seller has a right to cure but:

(a) Seller delivers written notice that Seller will not cure; or

(b) Seller does not timely deliver the written notice of election to cure.

■ ENVIRONMENTAL SITE ASSESSMENT: An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") includes, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines, as applicable.

CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-642 or attach as an addendum per line 668.

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.
NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.
Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.
[ ] **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).
(1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects.
(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____ _____
_____
(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.
(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified independent inspector or independent qualified third party.
Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).
CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).
This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance, delivers to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer objects (Notice of Defects).
CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.
For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.
NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.
■ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects.
If Seller has the right to cure, Seller may satisfy this contingency by:
(1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;
(2) curing the Defects in a good and workmanlike manner; and
(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.
This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:
(1) Seller does not have a right to cure; or
(2) Seller has a right to cure but:
(a) Seller delivers written notice that Seller will not cure; or
(b) Seller does not timely deliver the written notice of election to cure.

IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.

[ ] **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [loan type or specific lender, if any] first mortgage loan commitment as described below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than $ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $ _____ . Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 620-642 or in an addendum attached per line 668. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.
■ LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % ("2" if left blank) at the first adjustment and by not more than _____ % ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____ % ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a contingency for that purpose.

■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

■ SELLER TERMINATION RIGHTS: If Buyer does not deliver a loan commitment on or before the Deadline on line 344. Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ FINANCING COMMITMENT UNAVAILABILITY: If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

(2) the Deadline for delivery of the loan commitment set on line 344

to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or

(2) _____ _____ [Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure. If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not adjust the purchase price; or

(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.

☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than ____ _ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing ~~values~~: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and _____

_____ .

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA

☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED.

☐ Current assessment times current mill rate (current means as of the date of closing).

☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

☐ _____ .

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein)** free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and

_____

_____

_____ (insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.

■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.

■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at ~~(Seller's)~~(Buyer's) STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-489).

■ DELIVERY OF MERCHANTABLE TITLE: The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not more than _____ days ("15" if left blank) after acceptance showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within ____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are _____

_____

_____ . Insert additional terms, if any, at lines 620-642 or attach as an addendum per line 668.

ESTOPPEL LETTERS: Seller shall deliver to Buyer no later than ____ days ("7" if left blank) before closing, estoppel letters dated within ____ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

DEFINITIONS

■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

■ BUSINESS DAY: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day.

■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

■ PARTY: "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-8.

INCLUSION OF OPTIONAL PROVISIONS Terms of this Offer that are preceded by an OPEN BOX (☐) are part of this Offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land, building or room dimensions, or total acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building or room dimensions, if material.

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary wear and tear and changes agreed upon by Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

BUYER'S PRE-CLOSING WALK-THROUGH Within three days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 620-642 or in an addendum attached per line 668. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.doc.wi.gov or by telephone at (608) 240-5830.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the amount of any liability assumed by Buyer.

CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed upon the Property.

Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

IF SELLER IS A NON-FOREIGN PERSON. Seller shall, no later than closing, execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this Offer and proceed under lines 571-578.

IF SELLER IS A FOREIGN PERSON. If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

COMPLIANCE WITH FIRPTA. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC § 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also shall pay to Buyer an amount not to exceed $1,000 for actual costs associated with the filing and administration of forms, affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.

Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

ADDITIONAL PROVISIONS/CONTINGENCIES

This offer is contingent upon all of the following:

1. Buyer and Co-Seller John Wagner executing Development Agreement for 310 North Wisconsin St. De Pere, WI 54115
2. City of De Pere Common Council approval.

TAX DEFERRED EXCHANGE If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a result of the exchange.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 650-665.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at 652 or 653.

Name of Seller's recipient for delivery, if any: John Wagner

Name of Buyer's recipient for delivery, if any: Daniel Lindstrom

654 ☐ (2) Fax: fax transmission of the document or written notice to the following number:
655 Seller: (_) _____ ___ Buyer: (_____) _____
656 ☐ (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a
657 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
658 address at line 661 or 662.
659 ☐ (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
660 Party, or to the Party's recipient for delivery, for delivery to the Party's address.
661 Address for Seller: _____
662 Address for Buyer: _____
663 ☒ (5) Email: electronically transmitting the document or written notice to the email address.
664 Email Address for Seller: ___john@tile-stonegallery.com_____
665 Email Address for Buyer: ___dlindstrom@deperewi.gov_____
666 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
667 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.
668 ☐ **ADDENDA:** The attached _____ _____ is/are made part of this Offer.
669 This Offer was drafted by [Licensee and Firm] _____

670 **WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions
671 sent via email. Funds wired to a fraudulent account are often impossible to recover.

672 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate
673 agent, Firm, lender, title company, attorney or other source connected to your transaction. These
674 communications are convincing and professional in appearance but are created to steal your
675 money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate
676 source.

677 DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU
678 calling a verified number of the entity involved in the transfer of funds. Never use contact
679 information provided by any suspicious communication.

680 **Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or**
681 **verification of any wiring or money transfer instructions.**

682 Buyer Entity Name (if any): City of De Pere_____
683 (x) _____ 1.10.24
684 Buyer's/Authorized Signature ▲ Print Name/Title Here ► James G. Boyd, Mayor Date ▲

685 (x) _____
686 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲
687
688 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
689 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
690 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
691 **COPY OF THIS OFFER.**

692 Seller Entity Name (if any): _____

693 (x) _____
694 Seller's/Authorized Signature ▲ Print Name/Title Here ►James G. Boyd Date ▲

695 (x) _____
696 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

697 This Offer was presented to Seller by [Licensee and Firm] _____
698 _____ on _____ at _____ a.m./p.m.
699 This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
700 Seller Initials▲ Date▲ Seller Initials▲ Date▲

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 16, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #24-03 Opposing Senate Bill 691.**

This item has been added directly to this agenda at the request of Mayor Boyd.

ATTACHMENTS:

- Reso24-03 (PDF)

RESOLUTION #24-03

OPPOSING SENATE BILL 691

WHEREAS, Senate Bill 691 (SB 691) was recently introduced before the Wisconsin State Legislature; and

WHEREAS, SB 691 gives towns qualifying under the definition of an "urban town" the extraordinary ability to self-designate as an urban core without incorporation; and

WHEREAS, SB 691 requires cities and villages to connect these urban town territories to their water or sewerage systems if sufficient capacity is available at the time of application; and

WHEREAS, SB 691 requires mandatory connection by the city or village that is adjacent to the urban town to its sewer and water systems; and

WHEREAS, under SB 691 a town that has been designated as an urban town is not subject to extraterritorial zoning or extraterritorial plat approval by a neighboring city or village; and

WHEREAS, SB 691 further provides that territory of an urban town may not be annexed to a city or village except by unanimous approval; and

WHEREAS, SB 691 upsets the long-standing relationship between cities, villages and towns by creating a new hybrid municipality that will impede efficient growth of cities and villages and potentially upset their long-term utility expansion plans.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council of the City of De Pere, Brown County, Wisconsin strongly opposes the adoption of Senate Bill 691 by the Wisconsin State Legislature.

BE IT FURTHER RESOLVED THAT:

> The City Council directs the City Clerk to send a copy of this Resolution to the Senate Transportation and Local Government Committee, as well as to

City's local representatives, Senators André Jacque and Eric Wimberger; and Assembly Representative Shae Sortwell.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of January, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 16, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Reappointments to the Historic Preservation Commission by Mayor Boyd.**

ATTACHMENTS:

- Appointment Memo_Jan 2024 (PDF)

Memo City of De Pere

To: City Council Members
From: James Boyd, Mayor
Subject: Reappointments to the Historic Preservation Commission
Date: January 16, 2024 (meeting date)

I am submitting the following names for reappointment at the January 16, 2024 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have an issue with any of the reappointments.

Patrick Boyd

Gene Hackbarth

Mark Reinhart

*Patrick and Mark were both recently appointed to fill vacancies and complete their predecessors' terms; they are now being reappointed for a full 3-year term.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **January 16, 2024**

DEPARTMENT: **City Clerk**

FROM: **Carey Danen**

SUBJECT: **Voucher approval.**

ATTACHMENTS:

- 1-16-2024 VOUCHERS (PDF)

VENDOR SET: 01 City of De Pere
BANK: * ALL BANKS
DATE RANGE: 1/03/2024 THRU 1/16/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	1/10/2024			104844		
C-CHECK	VOID CHECK	V	1/10/2024			104846		
C-CHECK	VOID CHECK	V	1/10/2024			104847		
C-CHECK	VOID CHECK	V	1/16/2024			104931		
C-CHECK	VOID CHECK	V	1/16/2024			104938		
C-CHECK	VOID CHECK	V	1/16/2024			104939		

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	6	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	6	0.00	0.00	0.00
BANK: * TOTALS:	6	0.00	0.00	0.00

VENDOR SET: 01 City of De Pere
BANK: AP ASSOCIATED
DATE RANGE: 1/03/2024 THRU 1/16/2024

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5650		ELAN FINANCIAL SERVICES							
	I-202401044790	ELAN FINANCIAL SERVICES	D	1/04/2024	19,671.11		000829		19,671.11
2984		BROWN COUNTY TREASURER							
	I-202401104800	BROWN COUNTY TREASURER	D	1/10/2024	3,919,475.31		000830		3,919,475.31
8095		NORTHEAST WI TECH COLLEGE							
	I-202401104803	NORTHEAST WI TECH COLLEGE	D	1/10/2024	766,834.95		000831		766,834.95
0240		SCHOOL DIST OF WEST DE PERE							
	I-202401104804	SCHOOL DIST OF WEST DE PERE	D	1/10/2024	4,482,780.62		000832		4,482,780.62
0271		UNIFIED SCHOOL DISTRICT OF DE							
	I-202401104813	UNIFIED SCHOOL DISTRICT OF DE	D	1/10/2024	3,631,891.76		000833		3,631,891.76
0016		ASSOCIATED BANK							
	I-T1 202401104796	FEDERAL WITHHOLDING	D	1/12/2024	42,637.30		000834		
	I-T3 202401104796	FICA TAXES	D	1/12/2024	45,667.88		000834		
	I-T4 202401104796	MEDICARE TAXES	D	1/12/2024	13,655.98		000834		101,961.16
5133		EMPOWER RETIREMENT (GREAT WEST							
	I-121202401104796	Employee Contributions	D	1/12/2024	7,048.00		000835		
	I-122202401104796	Employee Contributions	D	1/12/2024	1,582.85		000835		
	I-150202401104796	Employee Roth Contributions	D	1/12/2024	2,044.00		000835		
	I-152202401104796	Employee Roth Contributions	D	1/12/2024	783.34		000835		11,458.19
0483		NATIONWIDE RETIREMENT SOLUTION							
	I-104202401104796	EMPLOYEE CONTRIBUTIONS	D	1/12/2024	4,895.00		000836		
	I-151202401104796	Employee Roth Contributions	D	1/12/2024	1,716.00		000836		6,611.00
4043		WI DEPARTMENT OF REVENUE							
	I-T2 202401104796	STATE WITHHOLDING	D	1/12/2024	19,753.74		000837		19,753.74
0596		WI SCTF							
	I-201202401104796	CHILD SUPPORT/CITY OF DE PERE	D	1/12/2024	1,336.92		000838		1,336.92
0299		WI RETIREMENT FUND							
	I-303202311284646	RET POLICE CITY	D	1/10/2024	21,712.64		000839		
	I-303202312124680	RET POLICE CITY	D	1/10/2024	17,847.07		000839		
	I-303202312274734	RET POLICE CITY	D	1/10/2024	19,380.05		000839		
	I-304202311284646	RET FIRE CITY	D	1/10/2024	42,857.85		000839		
	I-304202312124680	RET FIRE CITY	D	1/10/2024	18,212.25		000839		
	I-304202312134688	RET FIRE CITY	D	1/10/2024	81.72		000839		
	I-304202312134689	RET FIRE CITY	D	1/10/2024	82.20		000839		
	I-304202312134690	RET FIRE CITY	D	1/10/2024	164.40		000839		
	I-304202312274734	RET FIRE CITY	D	1/10/2024	17,724.02		000839		
	I-307202311284646	RET GENERAL EMPLOYER	D	1/10/2024	16,789.21		000839		
	I-307202312124680	RET GENERAL EMPLOYER	D	1/10/2024	18,191.82		000839		

VENDOR SET: 01 City of De Pere
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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-307202312274734	RET GENERAL EMPLOYER	D	1/10/2024	16,291.98		000839		
	I-311202311284646	RET POLICE EMPLOYEE	D	1/10/2024	11,168.39		000839		
	I-311202312124680	RET POLICE EMPLOYEE	D	1/10/2024	9,180.03		000839		
	I-311202312274734	RET POLICE EMPLOYEE	D	1/10/2024	9,968.56		000839		
	I-312202311284646	RET NON-REP EMPLOYEE PORTION	D	1/10/2024	16,789.21		000839		
	I-312202312124680	RET NON-REP EMPLOYEE PORTION	D	1/10/2024	18,191.82		000839		
	I-312202312274734	RET NON-REP EMPLOYEE PORTION	D	1/10/2024	16,291.98		000839		
	I-314202311284646	RET FIRE EMPLOYEE	D	1/10/2024	16,083.51		000839		
	I-314202312124680	RET FIRE EMPLOYEE	D	1/10/2024	6,834.61		000839		
	I-314202312134688	RET FIRE EMPLOYEE	D	1/10/2024	33.72		000839		
	I-314202312134689	RET FIRE EMPLOYEE	D	1/10/2024	33.72		000839		
	I-314202312134690	RET FIRE EMPLOYEE	D	1/10/2024	65.02		000839		
	I-314202312274734	RET FIRE EMPLOYEE	D	1/10/2024	6,651.38		000839		300,627.16
9007		DANIEL BEAUPRE							
	I-202401034775	DANIEL BEAUPRE	R	1/03/2024	557.00		104800		557.00
2984		BROWN COUNTY TREASURER							
	I-202401034776	BROWN COUNTY TREASURER	R	1/03/2024	1,756.40		104801		1,756.40
0520		CENTRAL BROWN COUNTY WATER AUT							
	I-3414	CENTRAL BROWN COUNTY WATER AUT	R	1/03/2024	312,537.53		104802		312,537.53
9132		DE PERE BASEBALL ASSOC							
	I-202401034777	DE PERE BASEBALL ASSOC	R	1/03/2024	200.00		104803		200.00
0073		DE PERE WATER DEPT							
	I-202401034779	DE PERE WATER DEPT	R	1/03/2024	18,340.83		104804		18,340.83
8672		CITY OF DE PERE TAX COLLECTION							
	I-WD-2292 2023	CITY OF DE PERE TAX COLLECTION	R	1/03/2024	7.67		104805		
	I-WD-2293 2023	CITY OF DE PERE TAX COLLECTION	R	1/03/2024	7.67		104805		
	I-WD-2294 2023	CITY OF DE PERE TAX COLLECTION	R	1/03/2024	3.06		104805		18.40
0348		GREEN BAY METRO SEWERAGE DISTR							
	I-2184	GREEN BAY METRO SEWERAGE DISTR	R	1/03/2024	419,179.71		104806		
	I-2196	GREEN BAY METRO SEWERAGE DISTR	R	1/03/2024	59,116.12		104806		478,295.83
0362		JOHNSON CONTROLS FIRE PROTECTI							
	C-92243916	JOHNSON CONTROLS FIRE PROTECTI	R	1/03/2024	1,667.06CR		104807		
	C-99089782	JOHNSON CONTROLS FIRE PROTECTI	R	1/03/2024	62.66CR		104807		
	C-99089787	JOHNSON CONTROLS FIRE PROTECTI	R	1/03/2024	23.13CR		104807		
	I-23701001	JOHNSON CONTROLS FIRE PROTECTI	R	1/03/2024	1,139.29		104807		
	I-23737861	JOHNSON CONTROLS FIRE PROTECTI	R	1/03/2024	420.61		104807		
	I-51218660	JOHNSON CONTROLS FIRE PROTECTI	R	1/03/2024	3,373.20		104807		
	I-51372707	JOHNSON CONTROLS FIRE PROTECTI	R	1/03/2024	1,927.77		104807		5,108.02

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8910		LOVIN THE SKIN I'M IN							
	I-202401034780	LOVIN THE SKIN I'M IN	R	1/03/2024	600.00		104808		600.00
0173		MENARDS INC							
	I-202401034781	MENARDS INC	R	1/03/2024	55.00		104809		55.00
8015		NEW MASTER GARDENER ASSOC							
	I-202401034782	NEW MASTER GARDENER ASSOC	R	1/03/2024	600.00		104810		600.00
4796		SISTER CITIES INTERNATIONAL							
	I-202401034786	SISTER CITIES INTERNATIONAL	R	1/03/2024	6,000.00		104811		6,000.00
8911		SLEEP IN HEAVENLY PEACE WI - D							
	I-202401034783	SLEEP IN HEAVENLY PEACE WI - D	R	1/03/2024	600.00		104812		600.00
4816		STATE OF WI COURT FINES & SURC							
	I-202401034784	STATE OF WI COURT FINES & SURC	R	1/03/2024	4,993.26		104813		4,993.26
1326		JAMES STUPKA							
	I-202401034785	JAMES STUPKA	R	1/03/2024	793.22		104814		793.22
0298		WI PUBLIC SERVICE							
	I-202401034787	WI PUBLIC SERVICE	R	1/03/2024	35,571.48		104815		35,571.48
0818		KELVIN ZAHURONES							
	I-202401034788	KELVIN ZAHURONES	R	1/03/2024	5,169.84		104816		5,169.84
0073		DE PERE WATER DEPT							
	I-202401044789	DE PERE WATER DEPT	R	1/04/2024	243.50		104817		243.50
1276		JX ENTERPRISES INC							
	I-1458264S	JX ENTERPRISES INC	R	1/04/2024	4,221.49		104818		4,221.49
5405		AT&T MOBILITY							
	I-287299516426X10124	AT&T MOBILITY	R	1/10/2024	1,349.63		104819		1,349.63
0011		AT&T WISCONSIN							
	I-202401104797	AT&T WISCONSIN	R	1/10/2024	2,007.58		104820		2,007.58
5790		BIANEW INC							
	I-202401104798	BIANEW INC	R	1/10/2024	100.00		104821		100.00
0044		BROWN COUNTY REGISTER OF DEEDS							
	I-202401104799	BROWN COUNTY REGISTER OF DEEDS	R	1/10/2024	30.00		104822		30.00

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0520		CENTRAL BROWN COUNTY WATER AUT							
	I-202401104801	CENTRAL BROWN COUNTY WATER AUT	R	1/10/2024	16,286.00		104823		16,286.00
0276		DE PERE HARDWARE							
	I-224770	DE PERE HARDWARE	R	1/10/2024	24.48		104824		
	I-224773	DE PERE HARDWARE	R	1/10/2024	6.87		104824		
	I-224776	DE PERE HARDWARE	R	1/10/2024	111.96		104824		
	I-224794	DE PERE HARDWARE	R	1/10/2024	46.98		104824		
	I-224796	DE PERE HARDWARE	R	1/10/2024	8.99		104824		199.28
9133		GREATER GREEN BAY HABITAT FOR							
	I-202401104802	GREATER GREEN BAY HABITAT FOR	R	1/10/2024	50,000.00		104825		50,000.00
4254		MEACHAM NURSERY							
	I-IV23-8855 B	MEACHAM NURSERY	R	1/10/2024	5,296.70		104826		5,296.70
9134		PROVIDENT LIFE & ACCIDENT INS							
	I-171318-0124	PROVIDENT LIFE & ACCIDENT INS	R	1/10/2024	730.88		104827		730.88
0555		SPECTRUM							
	I-202401104805	SPECTRUM	R	1/10/2024	384.39		104828		384.39
0271		UNIFIED SCHOOL DISTRICT OF DE							
	I-202401104806	UNIFIED SCHOOL DISTRICT OF DE	R	1/10/2024	644.20		104829		644.20
1355		RONALD J VANPRICE							
	I-202401104807	RONALD J VANPRICE	R	1/10/2024	389.50		104830		389.50
7124		WAL-MART STORES INC.							
	I-202401104808	WAL-MART STORES INC.	R	1/10/2024	55.00		104831		55.00
9087		WI DEPT OF ADMIN - DIV OF ENER							
	I-202401104809	WI DEPT OF ADMIN - DIV OF ENER	R	1/10/2024	196.52		104832		196.52
0298		WI PUBLIC SERVICE							
	I-202401104810	WI PUBLIC SERVICE	R	1/10/2024	11,613.50		104833		11,613.50
5260		WINDSTREAM							
	I-202401104811	WINDSTREAM	R	1/10/2024	34.99		104834		34.99
1547		JADE WITT							
	I-202401104812	JADE WITT	R	1/10/2024	1,245.00		104835		1,245.00

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4976		WI PUBLIC SERVICE							
	I-202401104814	WI PUBLIC SERVICE	R	1/10/2024	3,479.24		104836		3,479.24
0016		ASSOCIATED BANK							
	I-218202401104796	FF Welfare Fund Acct #80406116	R	1/12/2024	203.00		104837		203.00
7526		CITY OF DE PERE - FLEX							
	I-114202401104796	HEALTH CARE CONTRIBUTIONS	R	1/12/2024	2,811.55		104838		
	I-115202401104796	DEPENDENT CARE CONTRIBUTIONS	R	1/12/2024	576.90		104838		3,388.45
0472		FOX COMMUNITIES CREDIT UNION							
	I-211202401104796	DE PERE POLICE EMPLOYEE DUES	R	1/12/2024	825.00		104839		825.00
7950		FOX COMMUNITIES CREDIT UNION							
	I-216202401104796	LOCAL 141 CHARITIES	R	1/12/2024	14.00		104840		14.00
0471		IAFF LOCAL 141 AFL-CIO CLC							
	I-210202401104796	IAFF LOCAL 141 EMPLOYEE DUES	R	1/12/2024	766.80		104841		766.80
4262		LIFE INSURANCE OF THE SOUTHWES							
	I-116202401104796	ALTERNATIVE FICA	R	1/12/2024	517.87		104842		517.87
0055		CITY OF DE PERE - DENTAL							
	C-128202312274734	DENTAL SINGLE P/F	R	1/10/2024	192.38CR		104843		
	C-202401094792	CITY OF DE PERE - DENTAL	R	1/10/2024	4,565.44CR		104843		
	I-100202311284646	DENTAL FAMILY	R	1/10/2024	2,874.99		104843		
	I-100202312124680	DENTAL FAMILY	R	1/10/2024	2,752.65		104843		
	I-100202312274734	DENTAL FAMILY	R	1/10/2024	2,752.65		104843		
	I-101202311284646	DENTAL FAMILY	R	1/10/2024	1,773.93		104843		
	I-101202312124680	DENTAL FAMILY	R	1/10/2024	1,896.27		104843		
	I-101202312274734	DENTAL FAMILY	R	1/10/2024	1,896.27		104843		
	I-102202311284646	DENTAL SINGLE P/F	R	1/10/2024	281.68		104843		
	I-102202312124680	DENTAL SINGLE P/F	R	1/10/2024	261.56		104843		
	I-102202312274734	DENTAL SINGLE P/F	R	1/10/2024	261.56		104843		
	I-103202311284646	DENTAL SINGLE	R	1/10/2024	342.04		104843		
	I-103202312124680	DENTAL SINGLE	R	1/10/2024	362.16		104843		
	I-103202312274734	DENTAL SINGLE	R	1/10/2024	365.52		104843		
	I-127202311284646	DENTAL FAMILY	R	1/10/2024	909.53		104843		
	I-127202312124680	DENTAL FAMILY	R	1/10/2024	909.53		104843		
	I-127202312274734	DENTAL FAMILY	R	1/10/2024	909.53		104843		
	I-128202311284646	DENTAL SINGLE P/F	R	1/10/2024	33.56		104843		
	I-128202312124680	DENTAL SINGLE P/F	R	1/10/2024	33.56		104843		
	I-129202311284646	DENTAL FAMILY P/F	R	1/10/2024	335.02		104843		
	I-129202312124680	DENTAL FAMILY P/F	R	1/10/2024	287.16		104843		
	I-129202312274734	DENTAL FAMILY P/F	R	1/10/2024	287.16		104843		
	I-135202311284646	DENTAL DA FAMILY 63%	R	1/10/2024	47.86		104843		
	I-135202312124680	DENTAL DA FAMILY 63%	R	1/10/2024	47.86		104843		
	I-135202312274734	DENTAL DA FAMILY 63%	R	1/10/2024	47.86		104843		14,912.09

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0056		CITY OF DE PERE - HEALTH							
	C-202401094793	CITY OF DE PERE - HEALTH	R	1/10/2024	68,180.95CR		104845		
	I-108202311284646	HEALTH SINGLE	R	1/10/2024	5,287.89		104845		
	I-108202312124680	HEALTH SINGLE	R	1/10/2024	6,122.60		104845		
	I-108202312274734	HEALTH SINGLE	R	1/10/2024	6,173.64		104845		
	I-109202311284646	HEALTH PLUS 1	R	1/10/2024	3,626.00		104845		
	I-109202312124680	HEALTH PLUS 1	R	1/10/2024	3,988.60		104845		
	I-109202312274734	HEALTH PLUS 1	R	1/10/2024	3,418.80		104845		
	I-110202311284646	HEALTH FAMILY	R	1/10/2024	45,028.27		104845		
	I-110202312124680	HEALTH FAMILY	R	1/10/2024	47,662.05		104845		
	I-110202312274734	HEALTH FAMILY	R	1/10/2024	49,679.81		104845		
	I-111202311284646	HEALTH SINGLE P/F	R	1/10/2024	3,061.41		104845		
	I-111202312124680	HEALTH SINGLE P/F	R	1/10/2024	3,367.54		104845		
	I-111202312274734	HEALTH SINGLE P/F	R	1/10/2024	3,367.54		104845		
	I-112202311284646	HEALTH PLUS 1 P/F	R	1/10/2024	2,071.96		104845		
	I-112202312124680	HEALTH PLUS 1 P/F	R	1/10/2024	2,279.16		104845		
	I-112202312274734	HEALTH PLUS 1 P/F	R	1/10/2024	1,709.37		104845		
	I-113202311284646	HEALTH FAMILY P/F	R	1/10/2024	28,886.06		104845		
	I-113202312124680	HEALTH FAMILY P/F	R	1/10/2024	31,774.70		104845		
	I-113202312274734	HEALTH FAMILY P/F	R	1/10/2024	34,511.03		104845		
	I-136202311284646	HEALTH FAMILY 63% EE	R	1/10/2024	849.59		104845		
	I-136202312124680	HEALTH FAMILY 63% EE	R	1/10/2024	934.55		104845		
	I-136202312274734	HEALTH FAMILY 63% EE	R	1/10/2024	934.55		104845		
	I-140202311284646	VISION SINGLE	R	1/10/2024	58.20		104845		
	I-140202312124680	VISION SINGLE	R	1/10/2024	61.11		104845		
	I-140202312274734	VISION SINGLE	R	1/10/2024	61.59		104845		
	I-141202311284646	VISION EE/SPOUSE	R	1/10/2024	82.80		104845		
	I-141202312124680	VISION EE/SPOUSE	R	1/10/2024	71.76		104845		
	I-141202312274734	VISION EE/SPOUSE	R	1/10/2024	71.76		104845		
	I-142202311284646	VISION EE/CHILDREN	R	1/10/2024	19.44		104845		
	I-142202312124680	VISION EE/CHILDREN	R	1/10/2024	12.96		104845		
	I-142202312274734	VISION EE/CHILDREN	R	1/10/2024	12.96		104845		
	I-144202311284646	VISION FAMILY	R	1/10/2024	255.36		104845		
	I-144202312124680	VISION FAMILY	R	1/10/2024	246.24		104845		
	I-144202312274734	VISION FAMILY	R	1/10/2024	246.24		104845		217,754.59
0178		SECURIAN FINANCIAL GROUP, INC.							
	C-202401094794	SECURIAN FINANCIAL GROUP, INC.	R	1/10/2024	1,972.44CR		104848		
	I-117202311284646	LIFE INSURANCE CONTRIBUTIONS	R	1/10/2024	757.60		104848		
	I-117202312124680	LIFE INSURANCE CONTRIBUTIONS	R	1/10/2024	751.92		104848		
	I-117202312274734	LIFE INSURANCE CONTRIBUTIONS	R	1/10/2024	734.51		104848		
	I-221202311284646	LIFE INSURANCE AFTER TAX	R	1/10/2024	1,557.81		104848		
	I-221202312124680	LIFE INSURANCE AFTER TAX	R	1/10/2024	1,541.71		104848		
	I-221202312274734	LIFE INSURANCE AFTER TAX	R	1/10/2024	1,537.48		104848		4,908.59

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7872		STANDARD INSURANCE COMPANY							
	C-202401094795	STANDARD INSURANCE COMPANY	R	1/10/2024	507.64CR		104849		
	I-301202311284646	DISABILITY INSURANCE	R	1/10/2024	1,204.41		104849		
	I-301202312124680	DISABILITY INSURANCE	R	1/10/2024	1,196.76		104849		
	I-301202312274734	DISABILITY INSURANCE	R	1/10/2024	1,196.76		104849		3,090.29
8909		RICHARD DE WEERT							
	I-202401104816	RICHARD DE WEERT	R	1/10/2024	3,509.28		104850		3,509.28
2638		THOMAS A SCHRANK							
	I-202401104817	THOMAS A SCHRANK	R	1/10/2024	70.00		104851		70.00
4632		ACCURATE APPRAISAL LLC							
	I-4466	ACCURATE APPRAISAL LLC	R	1/16/2024	60,800.00		104852		60,800.00
0302		AIRGAS INC							
	I-5504449634	AIRGAS INC	R	1/16/2024	718.95		104853		
	I-9145153469	AIRGAS INC	R	1/16/2024	217.87		104853		
	I-91453554898	AIRGAS INC	R	1/16/2024	105.28		104853		1,042.10
2982		ALL CITY COMMUNICATIONS INC							
	I-4699411-010124	ALL CITY COMMUNICATIONS INC	R	1/16/2024	113.00		104854		113.00
7787		ALLEGRA EAST							
	I-97984	ALLEGRA EAST	R	1/16/2024	472.95		104855		472.95
8987		ANNEX APPAREL							
	I-38976	ANNEX APPAREL	R	1/16/2024	1,080.00		104856		1,080.00
9138		AURORA HEALTH CARE INC							
	I-505-CI0003666	AURORA HEALTH CARE INC	R	1/16/2024	1,310.40		104857		1,310.40
0442		BADGER LABORATORIES INC							
	I-23-53043098	BADGER LABORATORIES INC	R	1/16/2024	550.00		104858		550.00
0020		BADGERLAND PRINTING INC							
	I-40876	BADGERLAND PRINTING INC	R	1/16/2024	819.00		104859		
	I-40878	BADGERLAND PRINTING INC	R	1/16/2024	44.00		104859		
	I-40917	BADGERLAND PRINTING INC	R	1/16/2024	60.00		104859		923.00
9139		HAYLEY A BARLAMENT							
	I-202401114831	HAYLEY A BARLAMENT	R	1/16/2024	83.13		104860		83.13

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0027		BAY TOWEL INC							
	I-4607114	BAY TOWEL INC	R	1/16/2024	116.00		104861		116.00
0028		BAY VERTE MACHINERY INC							
	I-513425-00	BAY VERTE MACHINERY INC	R	1/16/2024	357.98		104862		357.98
8891		BAYCARE AURORA LLC							
	I-188-CI0000598	BAYCARE AURORA LLC	R	1/16/2024	208.51		104863		208.51
3086		BAYSIDE PRINTING INC							
	I-143211	BAYSIDE PRINTING INC	R	1/16/2024	1,509.43		104864		
	I-143212	BAYSIDE PRINTING INC	R	1/16/2024	1,719.85		104864		
	I-143339	BAYSIDE PRINTING INC	R	1/16/2024	245.39		104864		
	I-143340	BAYSIDE PRINTING INC	R	1/16/2024	247.36		104864		
	I-143341	BAYSIDE PRINTING INC	R	1/16/2024	229.24		104864		3,951.27
9140		ELIZABETH A BEINING							
	I-202401114832	ELIZABETH A BEINING	R	1/16/2024	155.69		104865		155.69
1315		BELLIN HEALTH							
	I-MB11090	BELLIN HEALTH	R	1/16/2024	10.87		104866		10.87
5961		BEST EQUIPMENT LLC							
	I-12881	BEST EQUIPMENT LLC	R	1/16/2024	1,810.72		104867		1,810.72
9141		KERRI S BISHOP							
	I-202401114833	KERRI S BISHOP	R	1/16/2024	190.02		104868		190.02
0046		BROWN COUNTY PORT & RESOURCE R							
	I-56150	BROWN COUNTY PORT & RESOURCE R	R	1/16/2024	23,300.82		104869		23,300.82
0044		BROWN COUNTY REGISTER OF DEEDS							
	I-INVOICE_1563	BROWN COUNTY REGISTER OF DEEDS	R	1/16/2024	6.50		104870		6.50
9161		BROWN EQUIPMENT COMPANY							
	I-INV23346	BROWN EQUIPMENT COMPANY	R	1/16/2024	181,489.23		104871		181,489.23
9142		VERNON C BROWN							
	I-202401114834	VERNON C BROWN	R	1/16/2024	2.01		104872		2.01
9101		CAMOIN ASSOCIATES INC							
	I-20310	CAMOIN ASSOCIATES INC	R	1/16/2024	4,950.00		104873		4,950.00

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6724		CARAHSOFT TECHNOLOGY CORP							
	I-42384161INV	CARAHSOFT TECHNOLOGY CORP	R	1/16/2024	13,876.50		104874		13,876.50
0536		CDW GOVERNMENT INC							
	I-NR64433	CDW GOVERNMENT INC	R	1/16/2024	2,045.80		104875		
	I-NR73830	CDW GOVERNMENT INC	R	1/16/2024	129.44		104875		2,175.24
8864		CENTER FOR INTERNET SECURITY I							
	I-INV-240102-0055643	CENTER FOR INTERNET SECURITY I	R	1/16/2024	14,850.00		104876		14,850.00
8443		CINTAS							
	I-4178657574	CINTAS	R	1/16/2024	33.20		104877		33.20
7126		CITIES & VILLAGES MUTUAL INS C							
	I-2023 APP 298	CITIES & VILLAGES MUTUAL INS C	R	1/16/2024	400.00		104878		400.00
8800		CIVICPLUS LLC							
	I-268659	CIVICPLUS LLC	R	1/16/2024	6,670.00		104879		
	I-287947	CIVICPLUS LLC	R	1/16/2024	9,497.87		104879		16,167.87
2708		CLEANING SOLUTION SERVICES INC							
	I-23374	CLEANING SOLUTION SERVICES INC	R	1/16/2024	270.73		104880		
	I-23450	CLEANING SOLUTION SERVICES INC	R	1/16/2024	825.19		104880		
	I-23527	CLEANING SOLUTION SERVICES INC	R	1/16/2024	2,218.50		104880		3,314.42
7782		CONWAY SHIELD							
	I-410404	CONWAY SHIELD	R	1/16/2024	1,385.00		104881		1,385.00
7639		CORE & MAIN LP							
	I-R629651	CORE & MAIN LP	R	1/16/2024	3,780.35		104882		
	I-U111836	CORE & MAIN LP	R	1/16/2024	460.00		104882		
	I-U157288	CORE & MAIN LP	R	1/16/2024	787.50		104882		5,027.85
8027		CURB N DECOR LLC							
	I-24-834	CURB N DECOR LLC	R	1/16/2024	80.00		104883		80.00
7541		DELUXE							
	I-15450291	DELUXE	R	1/16/2024	137.08		104884		137.08
3248		ROD DEVILEY							
	I-202401104818	ROD DEVILEY	R	1/16/2024	168.79		104885		
	I-202401114835	ROD DEVILEY	R	1/16/2024	104.95		104885		273.74

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0075		DIGGERS HOTLINE INC							
	I-231 2 36401	DIGGERS HOTLINE INC	R	1/16/2024	561.46		104886		561.46
6030		DISCOUNT SCHOOL SUPPLY							
	I-P42621900101	DISCOUNT SCHOOL SUPPLY	R	1/16/2024	51.65		104887		51.65
3337		DAN & ROSE DOBERSTEIN							
	I-202401114862	DAN & ROSE DOBERSTEIN	R	1/16/2024	324.50		104888		324.50
0079		DORSCH CORP							
	I-50743	DORSCH CORP	R	1/16/2024	2,710.55		104889		2,710.55
7707		DUNCAN ASSOCIATES INC							
	I-337-23-04	DUNCAN ASSOCIATES INC	R	1/16/2024	1,225.00		104890		1,225.00
0085		EMERGENCY MEDICAL PRODUCTS INC							
	I-2605359	EMERGENCY MEDICAL PRODUCTS INC	R	1/16/2024	172.16		104891		
	I-2608120	EMERGENCY MEDICAL PRODUCTS INC	R	1/16/2024	211.45		104891		383.61
9042		ENVIRONMENTAL EQUIP & SERV INC							
	I-23576	ENVIRONMENTAL EQUIP & SERV INC	R	1/16/2024	177.84		104892		177.84
3452		ESRI INC							
	I-94638342	ESRI INC	R	1/16/2024	80.00		104893		80.00
9143		DEREK EVERS							
	I-202401114836	DEREK EVERS	R	1/16/2024	235.94		104894		235.94
0093		FEDERAL EXPRESS CORP							
	I-8-353-78505	FEDERAL EXPRESS CORP	R	1/16/2024	33.47		104895		33.47
1372		FORTRESS FENCE INC							
	I-236058701	FORTRESS FENCE INC	R	1/16/2024	16,970.00		104896		16,970.00
0835		FOSTER COACH SALES INC							
	I-26822	FOSTER COACH SALES INC	R	1/16/2024	185.00		104897		185.00
9144		FOX COMMUNITIES CREDIT UNION							
	I-202401114837	FOX COMMUNITIES CREDIT UNION	R	1/16/2024	235.94		104898		235.94
7767		FREEDOM OVERHEAD DOORS							
	I-56374	FREEDOM OVERHEAD DOORS	R	1/16/2024	1,310.00		104899		1,310.00

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8934		ROGER GALLER JR							
	I-202401114838	ROGER GALLER JR	R	1/16/2024	88.23		104900		88.23
5830		GRAEF INC							
	I-130466	GRAEF INC	R	1/16/2024	1,990.00		104901		1,990.00
0446		HAWKINS INC							
	I-6650485	HAWKINS INC	R	1/16/2024	5,486.54		104902		5,486.54
3294		DANIEL HERMANS							
	I-202401104819	DANIEL HERMANS	R	1/16/2024	93.00		104903		
	I-202401114839	DANIEL HERMANS	R	1/16/2024	66.82		104903		159.82
9145		MICHAEL J HIETPAS ETAL							
	I-202401114840	MICHAEL J HIETPAS & KIMBERLY N	R	1/16/2024	167.83		104904		167.83
6937		TRACY HOOD							
	I-202401104820	TRACY HOOD	R	1/16/2024	240.71		104905		240.71
4497		DAVID A HOPPE							
	I-202401114841	DAVID A HOPPE	R	1/16/2024	82.87		104906		82.87
9053		HUMMINGBIRD APPAREL LLC							
	I-3623	HUMMINGBIRD APPAREL LLC	R	1/16/2024	1,899.00		104907		1,899.00
1252		HURCKMAN MECHANICAL INDUSTRIES							
	I-22-18 (3)	HURCKMAN MECHANICAL INDUSTRIES	R	1/16/2024	10,000.00		104908		10,000.00
1399		INDOFF INC							
	I-2696789	INDOFF INC	R	1/16/2024	16.95		104909		
	I-3696790	INDOFF INC	R	1/16/2024	42.03		104909		
	I-3696791	INDOFF INC	R	1/16/2024	160.46		104909		
	I-3697135	INDOFF INC	R	1/16/2024	155.85		104909		
	I-3699555	INDOFF INC	R	1/16/2024	119.73		104909		
	I-3699816	INDOFF INC	R	1/16/2024	276.26		104909		
	I-3699832	INDOFF INC	R	1/16/2024	155.85		104909		
	I-3700676	INDOFF INC	R	1/16/2024	175.23		104909		
	I-3701324	INDOFF INC	R	1/16/2024	28.77		104909		1,131.13
0362		JOHNSON CONTROLS FIRE PROTECTI							
	I-23880444	JOHNSON CONTROLS FIRE PROTECTI	R	1/16/2024	1,196.94		104910		1,196.94
8364		JOHNSTONE SUPPLY							
	I-6072146	JOHNSTONE SUPPLY	R	1/16/2024	51.22		104911		51.22

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7114		JONES SIGN CO INC.							
	I-288447	JONES SIGN CO INC.	R	1/16/2024	2,109.00		104912		2,109.00
2602		JOSSART BROTHERS INC							
	I-21-11 (6) FINAL	JOSSART BROTHERS INC	R	1/16/2024	47,623.99		104913		47,623.99
7620		JT ENGINEERING INC							
	I-210095-09	JT ENGINEERING INC	R	1/16/2024	531.00		104914		531.00
7662		KNOWBE4							
	I-INV295206	KNOWBE4	R	1/16/2024	1,618.75		104915		1,618.75
8586		FAYE KOHLBECK							
	I-202401114842	FAYE KOHLBECK	R	1/16/2024	85.28		104916		85.28
9135		NATHAN & JENNY KRAFTCHECK							
	I-202401104821	NATHAN & JENNY KRAFTCHECK	R	1/16/2024	3,600.00		104917		3,600.00
9146		KYLE J KRZEWINA							
	I-202401114843	KYLE J KRZEWINA	R	1/16/2024	70.34		104918		70.34
3140		KUNDINGER FLUID POWER INC							
	I-50773905	KUNDINGER FLUID POWER INC	R	1/16/2024	215.78		104919		
	I-50774782	KUNDINGER FLUID POWER INC	R	1/16/2024	1,472.16		104919		1,687.94
0153		LAFORCE INC							
	I-1238419	LAFORCE INC	R	1/16/2024	65.90		104920		65.90
5303		LAKE AREA PUBLIC WKS ASSOC							
	I-2024/YR	LAKE AREA PUBLIC WKS ASSOC	R	1/16/2024	75.00		104921		75.00
9147		MARK J LAUER							
	I-202401114844	MARK J LAUER	R	1/16/2024	451.16		104922		451.16
5786		CINDY LEE							
	I-202401104822	CINDY LEE	R	1/16/2024	19.85		104923		19.85
2512		CHARLIE LEITERMAN							
	I-202401104823	CHARLIE LEITERMAN	R	1/16/2024	269.95		104924		269.95
8845		LEXIPOL LLC							
	I-INVLEX121425	LEXIPOL LLC	R	1/16/2024	8,837.45		104925		8,837.45

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0159		LEXIS NEXIS INC							
	I-3094858214	LEXIS NEXIS INC	R	1/16/2024	338.00		104926		338.00
8992		PAUL LINZMEYER							
	I-202401104824	PAUL LINZMEYER	R	1/16/2024	4,000.00		104927		4,000.00
7444		SARA LORNSON							
	I-202401104825	SARA LORNSON	R	1/16/2024	22.20		104928		22.20
9148		MARIA A MARGRAF							
	I-202401114845	MARIA A MARGRAF	R	1/16/2024	235.94		104929		235.94
0173		MENARDS INC							
	I-25100	MENARDS INC	R	1/16/2024	23.94		104930		
	I-25156	MENARDS INC	R	1/16/2024	298.64		104930		
	I-25203	MENARDS INC	R	1/16/2024	1,909.84		104930		
	I-25345	MENARDS INC	R	1/16/2024	17.79		104930		
	I-25380	MENARDS INC	R	1/16/2024	335.79		104930		
	I-25586	MENARDS INC	R	1/16/2024	29.99		104930		
	I-25587	MENARDS INC	R	1/16/2024	110.44		104930		
	I-25596	MENARDS INC	R	1/16/2024	27.57		104930		
	I-25599	MENARDS INC	R	1/16/2024	92.01		104930		
	I-25623	MENARDS INC	R	1/16/2024	61.15		104930		
	I-25652	MENARDS INC	R	1/16/2024	15.28		104930		
	I-25753 B	MENARDS INC	R	1/16/2024	1,320.72		104930		
	I-25801 b	MENARDS INC	R	1/16/2024	528.15		104930		
	I-25845	MENARDS INC	R	1/16/2024	15.25		104930		4,786.56
6277		SHANNON METZLER							
	I-202401104826	SHANNON METZLER	R	1/16/2024	374.66		104932		374.66
8431		MULTI MEDIA CHANNELS LLC							
	I-84535	MULTI MEDIA CHANNELS LLC	R	1/16/2024	437.22		104933		437.22
3191		NCI							
	I-AR31725	NCI	R	1/16/2024	52.90		104934		52.90
7680		NETWRIX CORPORATON							
	I-INV-NW100382	NETWRIX CORPORATON	R	1/16/2024	2,829.08		104935		
	I-INV-NW100406	NETWRIX CORPORATON	R	1/16/2024	1,657.42		104935		4,486.50
9149		MARC NIENHAUS							
	I-202401114846	MARC NIENHAUS	R	1/16/2024	147.60		104936		147.60

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0531		NORTHEAST AUTO PARTS INC							
	I-401875	NORTHEAST AUTO PARTS INC	R	1/16/2024	49.88		104937		
	I-402659	NORTHEAST AUTO PARTS INC	R	1/16/2024	145.59		104937		
	I-403043	NORTHEAST AUTO PARTS INC	R	1/16/2024	7.96		104937		
	I-403635	NORTHEAST AUTO PARTS INC	R	1/16/2024	4.95		104937		
	I-403645	NORTHEAST AUTO PARTS INC	R	1/16/2024	13.38		104937		
	I-403648	NORTHEAST AUTO PARTS INC	R	1/16/2024	26.20		104937		
	I-403776	NORTHEAST AUTO PARTS INC	R	1/16/2024	18.33		104937		
	I-403821	NORTHEAST AUTO PARTS INC	R	1/16/2024	27.89		104937		
	I-403841	NORTHEAST AUTO PARTS INC	R	1/16/2024	10.44		104937		
	I-403858	NORTHEAST AUTO PARTS INC	R	1/16/2024	59.04		104937		
	I-403890	NORTHEAST AUTO PARTS INC	R	1/16/2024	39.98		104937		
	I-404079	NORTHEAST AUTO PARTS INC	R	1/16/2024	89.99		104937		
	I-404085	NORTHEAST AUTO PARTS INC	R	1/16/2024	40.99		104937		
	I-404120	NORTHEAST AUTO PARTS INC	R	1/16/2024	27.89		104937		
	I-404169	NORTHEAST AUTO PARTS INC	R	1/16/2024	64.68		104937		
	I-404170	NORTHEAST AUTO PARTS INC	R	1/16/2024	12.29		104937		
	I-404172	NORTHEAST AUTO PARTS INC	R	1/16/2024	59.76		104937		
	I-404173	NORTHEAST AUTO PARTS INC	R	1/16/2024	9.31		104937		
	I-404174	NORTHEAST AUTO PARTS INC	R	1/16/2024	18.09		104937		
	I-404175	NORTHEAST AUTO PARTS INC	R	1/16/2024	32.86		104937		
	I-404176	NORTHEAST AUTO PARTS INC	R	1/16/2024	9.17		104937		
	I-404177	NORTHEAST AUTO PARTS INC	R	1/16/2024	23.17		104937		
	I-404178	NORTHEAST AUTO PARTS INC	R	1/16/2024	45.39		104937		
	I-404179	NORTHEAST AUTO PARTS INC	R	1/16/2024	10.43		104937		
	I-404350	NORTHEAST AUTO PARTS INC	R	1/16/2024	19.99		104937		
	I-404364	NORTHEAST AUTO PARTS INC	R	1/16/2024	331.75		104937		1,199.40
9150		MICHAEL OLEJNICZAK							
	I-202401114847	MICHAEL OLEJNICZAK	R	1/16/2024	190.02		104940		190.02
8327		OSBURN ASSOCIATES INC							
	I-306705	OSBURN ASSOCIATES INC	R	1/16/2024	2,500.00		104941		2,500.00
4728		OSHKOSH FIRE & POLICE EQUIPMEN							
	I-192876	OSHKOSH FIRE & POLICE EQUIPMEN	R	1/16/2024	109.86		104942		109.86
5222		P J KORTENS & CO INC							
	I-10024712	P J KORTENS & CO INC	R	1/16/2024	2,154.06		104943		
	I-10024712 B	P J KORTENS & CO INC	R	1/16/2024	1,120.00		104943		3,274.06
0208		POMP'S TIRE SERVICE INC							
	I-90088394	POMP'S TIRE SERVICE INC	R	1/16/2024	875.17		104944		875.17

VENDOR SET: 01 City of De Pere
BANK: AP ASSOCIATED
DATE RANGE: 1/03/2024 THRU 1/16/2024

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
9151		PRECISE MRM LLC							
	I-IN200-1046229	PRECISE MRM LLC	R	1/16/2024	8,687.25		104945		8,687.25
9056		PRECISION WATER METER TESTING							
	I-052-23	PRECISION WATER METER TESTING	R	1/16/2024	2,400.00		104946		2,400.00
5402		R & R INDUSTRIES INC							
	I-659996	R & R INDUSTRIES INC	R	1/16/2024	425.83		104947		425.83
1434		PAULA RAHN							
	I-202401114827	PAULA RAHN	R	1/16/2024	117.90		104948		117.90
1409		RIVERSIDE ANIMAL HOSPITAL							
	I-197628	RIVERSIDE ANIMAL HOSPITAL	R	1/16/2024	194.28		104949		194.28
0158		ROBERT E LEE & ASSOCIATES INC							
	I-85541	ROBERT E LEE & ASSOCIATES INC	R	1/16/2024	1,226.03		104950		1,226.03
8605		GERALD ROPSON							
	I-202401114848	GERALD ROPSON	R	1/16/2024	22.73		104951		22.73
9152		SCOTT L RUGGLES							
	I-202401114849	SCOTT L RUGGLES	R	1/16/2024	328.36		104952		328.36
1890		S I METALS AND SUPPLY							
	I-279931	S I METALS AND SUPPLY	R	1/16/2024	25.00		104953		
	I-280395	S I METALS AND SUPPLY	R	1/16/2024	26.00		104953		51.00
7513		SAFE FLOW LLC							
	I-1033	SAFE FLOW LLC	R	1/16/2024	125.00		104954		125.00
0235		SAINT VINCENT HOSPITAL							
	I-3881	SAINT VINCENT HOSPITAL	R	1/16/2024	41.56		104955		41.56
7097		SAKS HOLDINGS LLC							
	I-202401114850	SAKS HOLDINGS LLC	R	1/16/2024	2,438.37		104956		2,438.37
8607		ROCHELLE SALINAS							
	I-202401114851	ROCHELLE SALINAS	R	1/16/2024	183.03		104957		183.03
6649		SCHMIDT BOAT LIFTS & DOCKS INC							
	I-T41765	SCHMIDT BOAT LIFTS & DOCKS INC	R	1/16/2024	4,611.00		104958		
	I-T41766	SCHMIDT BOAT LIFTS & DOCKS INC	R	1/16/2024	3,955.00		104958		8,566.00

VENDOR SET: 01 City of De Pere
BANK: AP ASSOCIATED
DATE RANGE: 1/03/2024 THRU 1/16/2024

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
9153		JORDAN SCHULD							
	I-202401114852	JORDAN SCHULD	R	1/16/2024	190.02		104959		190.02
9136		DARIN SCHUMACHER							
	I-1668	DARIN SCHUMACHER	R	1/16/2024	23,475.00		104960		23,475.00
9137		HENRY SECOR							
	I-202401114828	HENRY SECOR	R	1/16/2024	4,000.00		104961		4,000.00
7951		SECURITY-LUEBKE ROOFING INC							
	I-7230931-1	SECURITY-LUEBKE ROOFING INC	R	1/16/2024	4,764.38		104962		4,764.38
8202		SHERWIN WILLIAMS CO							
	I-1793-1	SHERWIN WILLIAMS CO	R	1/16/2024	185.70		104963		185.70
9154		RAYMOND SMITHERS							
	I-202401114853	RAYMOND SMITHERS	R	1/16/2024	419.95		104964		419.95
9155		JUAN ANTONIO SOLIS							
	I-202401114854	JUAN ANTONIO SOLIS	R	1/16/2024	179.47		104965		179.47
8796		STATION AUTOMATION INC							
	I-5512	STATION AUTOMATION INC	R	1/16/2024	4,499.97		104966		4,499.97
3378		STRYKER SALES LLC							
	I-9205332732	STRYKER SALES LLC	R	1/16/2024	5,663.20		104967		5,663.20
8978		SYSTEMS FURNITURE LLC							
	I-39505	SYSTEMS FURNITURE LLC	R	1/16/2024	987.00		104968		
	I-39522	SYSTEMS FURNITURE LLC	R	1/16/2024	957.50		104968		1,944.50
1528		TEAM APPAREL & SPECIALTIES INC							
	I-133199	TEAM APPAREL & SPECIALTIES INC	R	1/16/2024	83.50		104969		83.50
4526		THORNE PLUMBING INC							
	I-22607	THORNE PLUMBING INC	R	1/16/2024	556.00		104970		556.00
2992		TITAN PULIC SAFETY SOLUTIONS L							
	I-5684	TITAN PULIC SAFETY SOLUTIONS L	R	1/16/2024	5,397.00		104971		5,397.00
0267		TRAFFIC & PARKING CONTROL INC							
	I-I769753	TRAFFIC & PARKING CONTROL INC	R	1/16/2024	22,643.00		104972		22,643.00

VENDOR SET: 01 City of De Pere
BANK: AP ASSOCIATED
DATE RANGE: 1/03/2024 THRU 1/16/2024

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
9160		GARY TRANBERG							
	I-202401114861	GARY TRANBERG	R	1/16/2024	197.69		104973		197.69
7309		TRILLIUM CNG							
	I-2446308	TRILLIUM CNG	R	1/16/2024	3,692.16		104974		3,692.16
0268		TRUCK EQUIPMENT INC							
	I-1077961-00	TRUCK EQUIPMENT INC	R	1/16/2024	199.89		104975		
	I-1079812-00	TRUCK EQUIPMENT INC	R	1/16/2024	1,181.18		104975		
	I-1080042-00	TRUCK EQUIPMENT INC	R	1/16/2024	10.16		104975		1,391.23
3858		ULINE							
	I-172113713	ULINE	R	1/16/2024	242.18		104976		242.18
0272		UNIFORM SHOPPE INC							
	I-340890	UNIFORM SHOPPE INC	R	1/16/2024	84.95		104977		84.95
7015		US BANK EQUIPMENT FINANCE							
	I-518571906	US BANK EQUIPMENT FINANCE	R	1/16/2024	331.04		104978		
	I-518571906 B	US BANK EQUIPMENT FINANCE	R	1/16/2024	381.18		104978		712.22
7210		VANDEN PLAS PORTABLE SOLUTIONS							
	I-I14567	VANDEN PLAS PORTABLE SOLUTIONS	R	1/16/2024	144.00		104979		
	I-I14857	VANDEN PLAS PORTABLE SOLUTIONS	R	1/16/2024	144.00		104979		
	I-I15082	VANDEN PLAS PORTABLE SOLUTIONS	R	1/16/2024	284.00		104979		
	I-I15110	VANDEN PLAS PORTABLE SOLUTIONS	R	1/16/2024	156.00		104979		728.00
5772		MELISSA VANDE WETTERING							
	I-202401114829	MELISSA VANDE WETTERING	R	1/16/2024	94.94		104980		94.94
8329		VECTOR SOLUTIONS SCHED CREWSE							
	I-INV86811	VECTOR SOLUTIONS SCHED CREWSE	R	1/16/2024	4,347.00		104981		4,347.00
3707		VIKING ELECTRIC SUPPLY							
	I-S007676644.001	VIKING ELECTRIC SUPPLY	R	1/16/2024	31.48		104982		
	I-S007677313.001	VIKING ELECTRIC SUPPLY	R	1/16/2024	46.02		104982		77.50
0919		VOGELS BUCKMAN APPRAISAL GROUP							
	I-2365	VOGELS BUCKMAN APPRAISAL GROUP	R	1/16/2024	2,250.00		104983		2,250.00
8284		KATY WANTA							
	I-202401114830	KATY WANTA	R	1/16/2024	147.69		104984		147.69

VENDOR SET: 01 City of De Pere
BANK: AP ASSOCIATED
DATE RANGE: 1/03/2024 THRU 1/16/2024

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8668		WELLS FARGO RE TAX SERVICES							
	I-202401114855	WELLS FARGO RE TAX SERVICES	R	1/16/2024	425.96		104985		425.96
9156		WELLS FARGO TAX DEPT							
	I-202401114856	WELLS FARGO TAX DEPT	R	1/16/2024	397.72		104986		397.72
9157		LOGAN M WENDLER ETAL							
	I-202401114857	LOGAN M WENDLER & COURTNEY L V	R	1/16/2024	190.02		104987		190.02
0294		WI DEPT OF TRANSPORTATION BBS							
	I-395-0000303488	WI DEPT OF TRANSPORTATION BBS	R	1/16/2024	733.11		104988		733.11
3876		WI MUNICIPAL COURT CLERKS ASSO							
	I-202401114858	WI MUNICIPAL COURT CLERKS ASSO	R	1/16/2024	45.00		104989		45.00
9158		WMCA							
	I-202401114859	WMCA	R	1/16/2024	65.00		104990		65.00
9159		MARK W WOLFE							
	I-202401114860	MARK W WOLFE	R	1/16/2024	2.71		104991		2.71
8775		WSESI							
	I-4204	WSESI	R	1/16/2024	110.00		104992		110.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	187			1,812,108.33	0.00	1,812,108.33
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	11			13,262,401.92	0.00	13,262,401.92
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	198	15,074,510.25	0.00	15,074,510.25
BANK: AP TOTALS:	198	15,074,510.25	0.00	15,074,510.25
REPORT TOTALS:	198	15,074,510.25	0.00	15,074,510.25

SELECTION CRITERIA

VENDOR SET: 01-CITY OF DEPERE, WI
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 1/03/2024 THRU 1/16/2024
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS
SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 16, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**January 16, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**City Administrator annual performance appraisal.**