



Common Council

Regular Meeting

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

Agenda

Tuesday, March 18, 2025

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 **March 18, 2025** 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](tel:18668994679)

United States: [+1 \(312\) 757-3117](tel:+13127573117)

Access Code: 154-883-285

This meeting may also be rebroadcast on TV throughout the week and available on demand at <https://deperewi.portal.civicclerk.com/>.

I Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the March 4, 2025 Common Council meeting.
4. Public Hearing to act on a request for a Zoning Map Amendment from PI-1 PDD (Neighborhood Public & Institutional District with a Planned Development District Overlay) to GX1 (Office-Residential Mix District) at 420-436 College AV, and from PI-1 PDD (Neighborhood Public & Institutional District with a Planned Development District Overlay) to PI-1 (Public & Institutional District) at 405-410 Grant ST, 419 Grant ST, and 400 BLK Grant ST (Parcels WD-657, WD-646, WD-646-1, WD-649-1).
 - A. Notice of Public Hearing.
 - B. Recommendation from Plan Commission.

- C. Ordinance #25-02 Approving Zoning Map Amendments (420-436 College Avenue, 405-410 Grant Street, 419 Grant Street and 400 Block Grant Street).
- 5. Public Hearing to act on a request to approve a Zoning Map Amendment from PI-1 PDD (Neighborhood Public & Institutional District with a Planned Development District Overlay) to PI-1 (Public & Institutional District) at 409 N Broadway ST (Parcel ED-751).
- A. Notice of Public Hearing.
- B. Recommendation from Plan Commission.
- C. Ordinance #25-03 Approving Zoning Map Amendment for 409 North Broadway Street.
- 6. 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
- 7. Municipal Commendation in Appreciation and Gratitude to Larry Delo for 22 Years of Service as City Administrator/Manager of De Pere.
- 8. Recommendation from the Board of Park Commissioners to Approve Kay Distributing as Beer Distributor for 2025 Beer Gardens.
- 9. Recommendation from the Board of Park Commissioners to Approve Adding Voyageur Park as a Summer Meal Program Location on the East Side.
- 10. Recommendation from the Board of Park Commissioners to Approve the Park Naming and Re-Naming Policy.
- 11. Recommendation from the Board of Park Commissioners to Approve Waiving the Fees for the Celebrate De Pere Committee for the Use of the Nelson Family Pavilion for Celebrate De Pere.
- 12. Recommendation from the Finance/Personnel Committee on the Current Balance of Excess Stadium Tax Funds.
- 13. Recommendation from the Finance/Personnel Committee to Discontinue the Ash Tree Replacement Program Due to the NEW Tree Grant Being Put on Hold.
- 14. Recommendation from the Finance/Personnel Committee to Allow Tactical Emergency Medical Services (TEMS) Medics to Utilize Firearms When Deployed on SWAT Team.
- 15. Recommendation from the Finance/Personnel Committee to Award Project 24-21 for Fire Station Storage Shed to RJM Construction LLC in the amount of \$197,900.00 and Increase Bonding for the Project by an Additional \$68,000.00.
- 16. Recommendation from the Board of Public Works on Policy for Installation of New Utility Service Lines to Vacant Lots.
- 17. Recommendation from the Board of Public Works on Award of Contract 25-01 Sewer and Water Relay and Street Resurfacing to Jossart Brothers, Inc in the Amount of \$1,798,868.90.

18. Recommendation from the Board of Public Works on Award of Contract 25-03 Sewer Lining to Visu-Sewer, LLC in the Amount of \$530,264.00.
19. Recommendation from the Board of Public Works on Award of Contract 25-15 Sewer Televising to Speedy Clean, Inc in the Amount of \$57,280.00.
20. Recommendation from the Sustainability Commission to Approve Operating 2025 Farmers Market Sustainability Booth.
21. Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for Dina Duarte-Reyes LLC (DBA El Bistro Taco), 400 Reid St Suite M. Agent: Dina Duarte-Reyes, Green Bay, WI.
22. Resolution #25-29 Supporting the Continuation of the Warren Knowles-Gaylord Nelson Stewardship Program.
23. Resolution #25-30 Rescinding Resolution #25-19 and Authorizing Agreement with Suamico Trap, LLC (2025 Pond Trapping Services).
24. Resolution #25-31 Approving Annual Report Under Municipal Separate Storm Sewer System (MS4) Permit and its Submission to the Wisconsin Department of Natural Resources (DNR).
25. Resolution #25-32 Authorizing Storm Water Line and Sanitary Sewer Easements (Fox River State Trail; ED-80-3).
26. Resolution #25-33 Rescinding Property Tax (Parcel ED-715-1).
27. Resolution #25-34 Establishing Non-Lapsing Funds as of December 31, 2024.
28. Resolution #25-35 Approving Reclassification of Part-time Accountant Position to Assistant Finance Director Position Using Unassigned Reserves.
29. Resolution #25-36 Authorizing Transfer of \$25,279.79 From Unassigned Reserves for Over-Hire of One Firefighter for 2024.

II Future Agenda Items

III Adjournment

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

Agenda Sent To:

Alderspersons

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce
Gerard Ambrosius, Celebrate De Pere
Chip Kolocheski, Kay Distributing
Dina Duarte-Reyes, El Bistro Taco
Suamico Trap
Speedy Clean
Visu-Sewer
Jossart Brothers



City of De Pere, Wisconsin

I.3

Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT:
FROM: Carey Danen, City Clerk
SUBJECT: Approval of the minutes of the March 4, 2025 Common Council meeting.
RECOMMENDED ACTION:

ATTACHMENTS:
3-4-25 Common Council Minutes_draft



Common Council

Regular Meeting

Minutes

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

Tuesday, March 4, 2025

7:30 PM

Council Chambers/Virtual

I. Call to Order

1. Roll Call.

Present: Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Devin Perock, John Quigley, James Boyd

Excused: Shana Ledvina

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the February 19, 2025 Common Council meeting.

RESULT:	APPROVED [8-0]
MOVER:	Dan Carpenter
SECONDER:	Devin Perock
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Devin Perock, John Quigley, James Boyd
EXCUSED:	Shana Ledvina

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

Nic Sparacio from the Central Brown County Water Authority (CBCWA) presented a plaque to City Manager Larry Delo in commemoration of his years of service to and leadership of the CBCWA Board of Directors.

State Senator Jamie Wall introduced himself to Council members and stated that his door is always open to them and to the citizens of De Pere.

5. Recommendation from Plan Commission to Approve a 2-outlot extraterritorial Certified Survey Map at 5220 BLK CTH X in Glenmore (Parcel GL-111).

RESULT:	APPROVED [8-0]
MOVER:	Jonathon Hansen
SECONDER:	Pamela Gantz
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Devin Perock, John Quigley, James Boyd
EXCUSED:	Shana Ledvina

6. Resolution #25-27 Approving Naming a Newly Built Street Innovation DR, Located Between Southbridge RD and Creamery RD, and to Remove the Street Names Innovation DR and French RD from Two Former Street Sections That no Longer Exist.

RESULT:	ADOPTED BY ROLL CALL VOTE [8-0]
MOVER:	Dan Carpenter
SECONDER:	Pamela Gantz
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Devin Perock, John Quigley, James Boyd
EXCUSED:	Shana Ledvina

7. Resolution #25-28 Approving 3 Year Agreement with MultiMedia Channels LLC for Brochure Advertising, Design & Distribution.

RESULT:	ADOPTED BY ROLL CALL VOTE [8-0]
MOVER:	Jonathon Hansen
SECONDER:	Pamela Gantz
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Devin Perock, John Quigley, James Boyd
EXCUSED:	Shana Ledvina

8. Appointment to the Board of Review by Mayor Boyd.

Vaughn Lenhart was appointed to the board.

RESULT:	APPROVED [8-0]
MOVER:	John Quigley
SECONDER:	Dan Carpenter
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Devin Perock, John Quigley, James Boyd
EXCUSED:	Shana Ledvina

9. Discussion and Possible Action Regarding Bargaining or Negotiation Strategy in Connection with Possible Terms of Deferred Special Assessments For Lands Potentially Impacted by Utility Extension Required for Development Beyond Single Parcel Boundaries.

Mayor Boyd moved, seconded by Alderperson Gantz to close the meeting at 7:42 PM. Upon roll call vote, motion carried unanimously. Mayor Boyd moved, seconded by Alderperson Gantz to return to open session at 8:02 PM. Upon roll call vote, motion carried unanimously.

II. Future Agenda Items

None.

III. Adjournment

Mayor Boyd moved, seconded by Alderperson Kunding to adjourn the meeting at 8:03 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

I.4

Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: City Clerk
FROM:
SUBJECT: Public Hearing to act on a request for a Zoning Map Amendment from PI-1 PDD (Neighborhood Public & Institutional District with a Planned Development District Overlay) to GX1 (Office-Residential Mix District) at 420-436 College AV, and from PI-1 PDD (Neighborhood Public & Institutional District with a Planned Development District Overlay) to PI-1 (Public & Institutional District) at 405-410 Grant ST, 419 Grant ST, and 400 BLK Grant ST (Parcels WD-657, WD-646, WD-646-1, WD-649-1).

**RECOMMENDED
ACTION:**

ATTACHMENTS:
None



City of De Pere, Wisconsin

I.4.A

Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: City Clerk
FROM:
SUBJECT: Notice of Public Hearing.
RECOMMENDED ACTION:

ATTACHMENTS:

Public Hearing Notice_Zoning Map Amendment_College Grant and Fourth_3-18-25 mtg_Class
2

Publish: February 28, 2025, and March 7, 2025, in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, March 18, 2025**, at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on the request for a zoning map amendment at the following property:

Parcel WD-657, approximately 198.0 feet northwest from the College AV and Fourth ST intersection, from PI-1 PDD (Neighborhood Public & Institutional District with a Planned Development District Overlay) to GX-1 (Office-Residential Mix District).

Parcels WD-646, WD-646-1, WD-649-1, approximately 0.0 feet southwest from the Grant ST and Fourth ST intersection, from PI-1 PDD (Neighborhood Public & Institutional District with a Planned Development District Overlay) to PI-1 (Public & Institutional District).

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

A map of the proposed zoning map amendment is available by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 25th day of February, 2025.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk



City of De Pere, Wisconsin

I.4.B

Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: Development Services
FROM:
SUBJECT: Recommendation from Plan Commission.
RECOMMENDED ACTION: Motion to approve

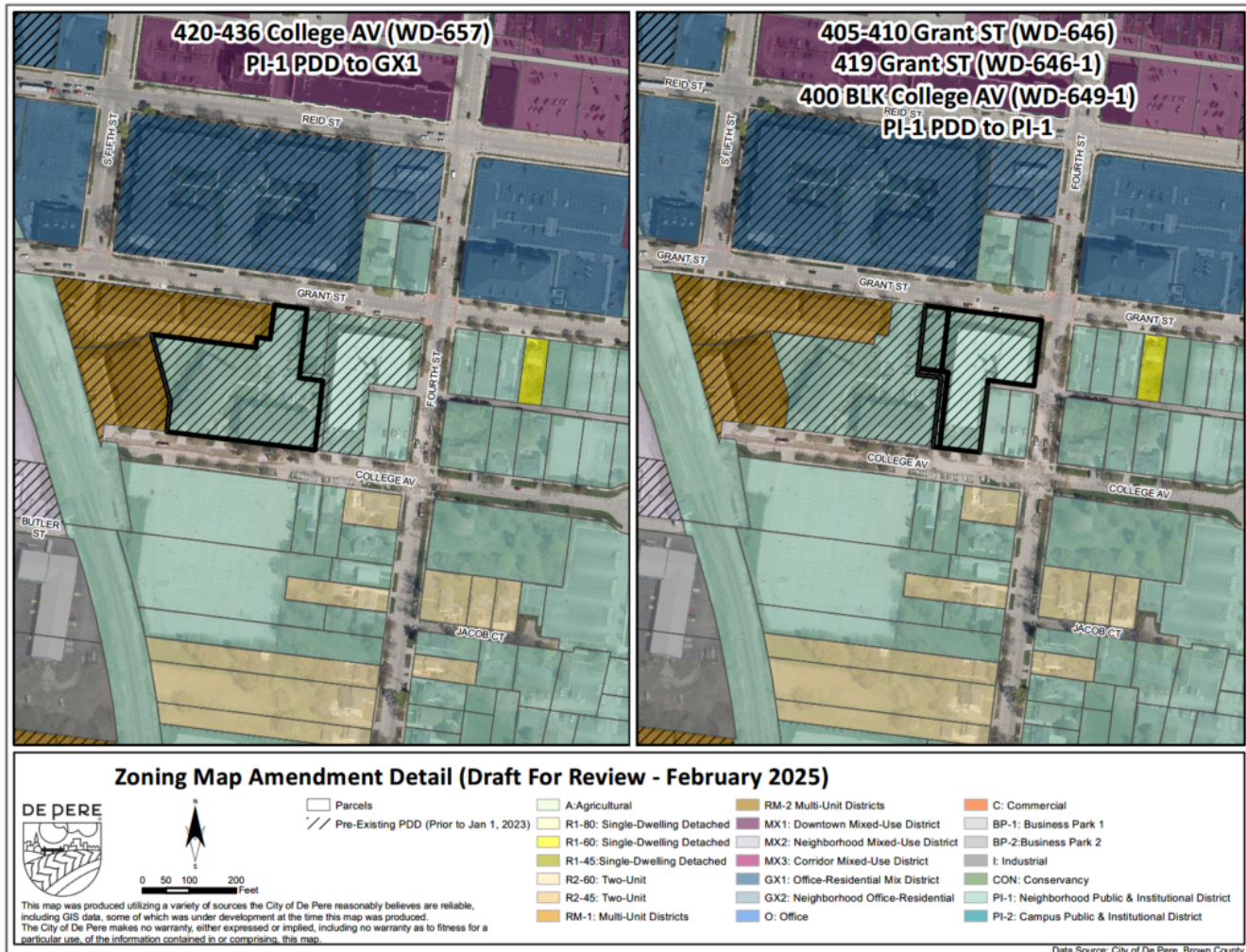
On February 24, 2025, Plan Commission unanimously recommended approval by a vote of 7-0.

ATTACHMENTS:

PC Report, Application and Documents - 28 Jan 2025, Zoning Map Amendment

- Item 5: Consideration and possible action for a zoning map amendment from PI-1 PDD (Neighborhood Public & Institutional District with a Planned Development District Overlay) to GX1 (Office-Residential Mix District) at 420-436 College AV, and from PI-1 PDD (Neighborhood Public & Institutional District with a Planned Development District Overlay) to PI-1 (Public & Institutional District) at 405-410 Grant ST, 419 Grant ST, and 400 BLK Grant ST (Parcels WD-657, WD-646, WD-646-1, WD-649-1).*

SITE MAP



- REQUESTED ACTION:** Zoning Map Amendment Request.
- COMMON DESCRIPTION:** 420-436 College AV, 405-410 Grant ST, 419 Grant ST, and 400 BLK Grant ST, located southwest of the Grant ST and Fourth ST intersection.
- SURROUNDING LAND USES:** Apartment (GX1 PDD) and college (PI-1) across the street to the north. Apartment (RM-2 PDD) and condominium (RM-2 PDD) to the north and west. College (PI-1) to the east. College (PI-1) and Residential (R2-60) to the south.
- COMPREHENSIVE PLAN:** Multi-Family Residential, Institutional/Governmental Facilities.

APPLICANT / OWNERS: Authorized Representative and Property Owner
St. Norbert College INC
ATTN: David Nalepka
100 Grant ST
De Pere, WI 54115

LAND USE HISTORY: After a review of air photographs, the residential uses started developing in the 1950's through the mid-late 2010's.

STAFF REVIEW: When reviewing a zoning map amendment request, staff considers the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. The proposed rezoning complies with the Comprehensive Plan and surrounding land uses, including matching adjacent existing uses.

Existing Zoning District

When the new Zoning Map and Zoning Ordinance were adopted in January 2023, the subject properties were placed into a PI-1 District as the best fit for a college. The properties had a pre-existing PDD overlay that related to the development of offices and apartments, but the PDD overlay is outdated and no longer of any value for future development and future land uses.

- **Parcel WD-657:** The existing PI-1 PDD zoning allows for colleges. The owner is proposed to no longer be a college owned property so there is a need to rezone the property. The uses are multi-family with office and the best new zoning category may be GX1, which can already be found near the parcel on the north side of Grant ST. The request includes rezoning GX1 and removing a PDD overlay.
- **Parcels WD-646, WD-646-1, WD-649-1:** The existing PI-1 District allows colleges. The request does not change the underlying zoning district; the request removes a PDD overlay.

The proposed future use is the same as the existing use, multi-family and office. Both uses are permitted if the zoning changes to GX1.

Surrounding Land Uses

The existing site zoning and surrounding land uses are referenced near the beginning of this report. The 2010 Comprehensive Plan Update identifies future land uses as Multi-Family Residential and Institutional/Governmental Facilities that are adjacent to Commercial and Transportation and Utilities.

CLIP FROM FUTURE LAND USE MAP



FUTURE MULTI-FAMILY RESIDENTIAL AND INSTITUTIONAL/GOVERNMENTAL FACILITIES

Desired Development Patterns

420-436 College AV: If the Zoning District changes from PI-1 PDD to GX1, then 35 residential, public and civic, commercial, industrial, recycling, and agricultural uses are permitted with five conditional uses. The permitted uses are identified in Zoning Ordinance Article VII and summarized in Table 7-1.

405-410 Grant ST, 419 Grant ST, and 400 BLK Grant ST: If the Zoning District changes from PI-1 PDD to PI-1, then there is no change to the permitted uses in the PI-1 District.

The site is at the west boundary of the St. Norbert college campus. A GX1 zoning district would match the GX1 District to the north. Existing GX1 zoning districts are located in near downtown areas of De Pere.

There are developed sidewalks along all of the street frontages. There are bicycle lanes on Grant ST.

NEIGHBOR OUTREACH

Staff notified all City property owners within 300 feet of the subject area about the application via mail. The authorized representative did not inform staff about reaching out to nearby property owners on their own.

At the time this report was written, two public comments or concerns were made to staff about the zoning map amendment. Abby Walton, a resident living at the 420-426 College AV property, asked about the zoning map amendment and wanted the petitioner to let the students know if the property would be sold before students finished the school year. A second anonymous caller also asked about the zoning map amendment. Neither had any objections to the zoning map amendment. Staff asked the authorized representative to reach out to the students residing on the property. Any additional comments will be shared at the time of the Plan Commission meeting.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the request for a zoning map amendment from PI-1 PDD (Neighborhood Public & Institutional District with a Planned Development District Overlay) to GX1 (Office-Residential Mix District) at 420-436 College AV, and from PI-1 PDD (Neighborhood Public & Institutional District with a Planned Development District Overlay) to PI-1 (Public & Institutional District) at 405-410 Grant ST, 419 Grant ST, and 400 BLK Grant ST. A zoning map amendment must comply with the following:

Compliance with all state and local laws and regulations, including compliance with all the provisions of Chapter 14, De Pere Municipal Code.



Planning/Zoning Application

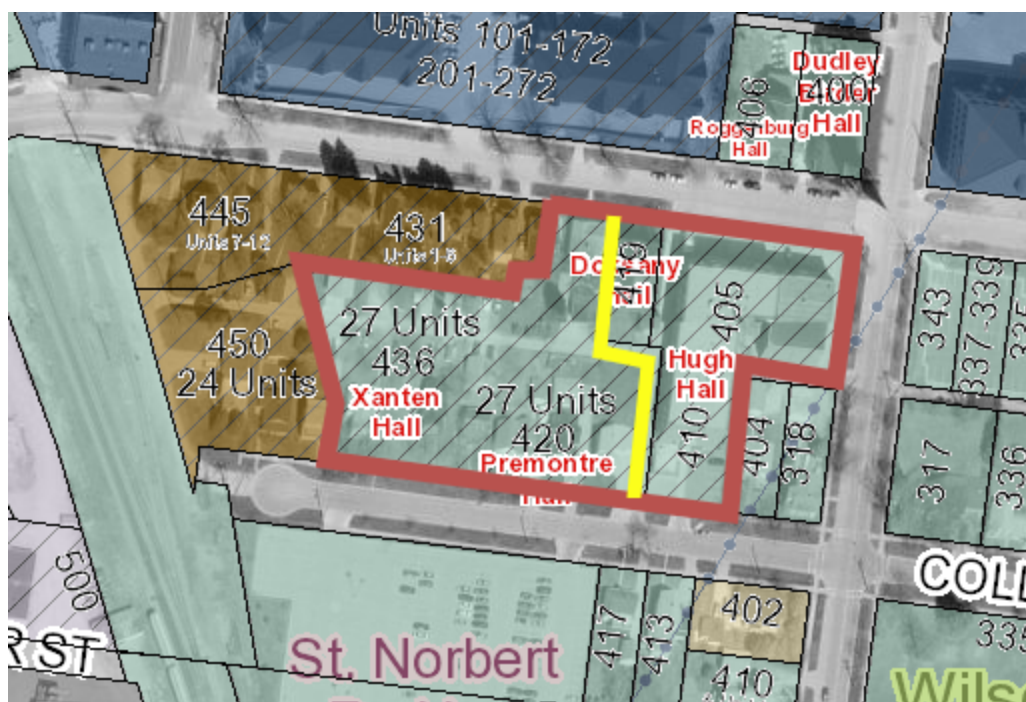
Planning & Zoning Department

Submitted On:

Jan 28, 2025, 11:28AM EST

Parcel Number: (Include ALL parcels)	WD-657
Nearest property address to the project site:	Street Address: 420 & 436 College Avenue City: De Pere State: W Zip: 54115
Check each project type that is being applied for:	Zoning Map Amendment (Rezoning)
Current De Pere Zoning Districts:	PI-1
Proposed De Pere Zoning Districts:	GX1
Existing Site Land Uses:	Public & Civic
Proposed Site Land Uses:	Residential
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a preapplication meeting?	Yes
Property Owner:	First Name: St. Norbert College, Inc. Last Name: St. Norbert College, Inc.
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	Street Address: 100 Grant Street City: De Pere State: W Zip: 54115
Property Owner's Phone Number:	9206551006
Property Owner's Email Address:	dave.nalepka@snc.edu
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's Name:	First Name: David Last Name: Nalepka

Authorized Representative's Business Name:	St. Norbert College
Authorized Representative's Phone Number:	9206551006
Authorized Representative's Email Address:	dave.nalepka@snc.edu
Please attach an EXHIBIT MAP with the zoning boundary.	image001 (1).png
Please attach a WORD DOCUMENT with the boundary legal description.	Word Document attachment to Zoning Change Application.docx
How do you plan on paying for your application?	Mail a check
Total Due:	\$350.00
Signature Data	First Name: David Last Name: Nalepka Email Address: dave.nalepka@snc.edu  Signed at: January 28, 2025 11:27am America/New_York
User's Session Information	IP Address: 138.74.15.155 Referrer URL:



Word Document attachment to Planning/Zoning Application for WD-657

Please change the zoning for WD-657 from its current PI-1 Zoning to GX-1 Zoning. The property is currently owned by St. Norbert College, Inc. and thus zoned PI-1. We will be selling the property to a buyer in June 2025 and the property will return to its use as third party (non-college owned) apartments.

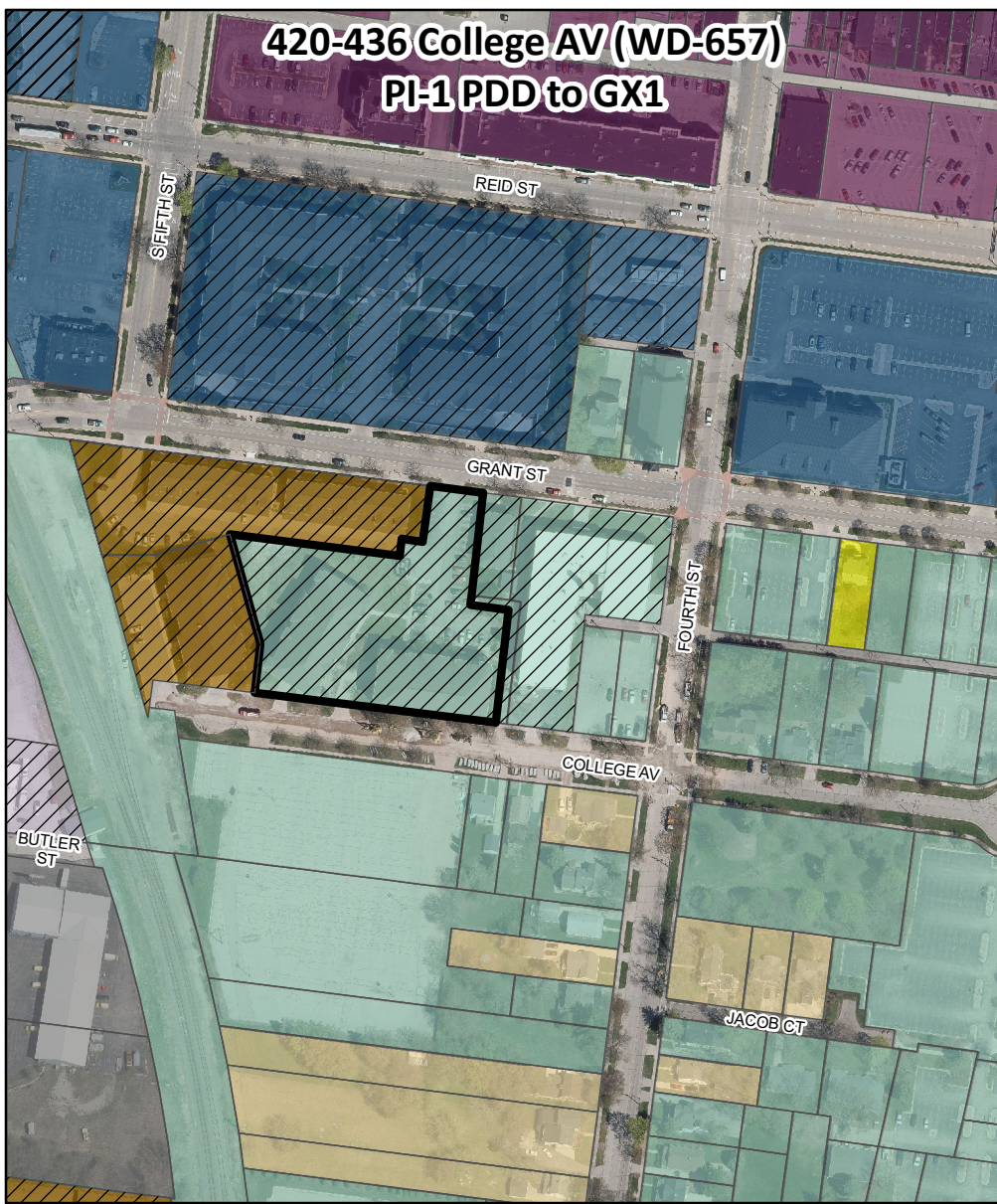
Also please remove the overlays on parcels WD-657, WD649-1, WD-646-1, and WD-646 as they no longer apply. St. Norbert College will retain ownership of WD-649-1, WD-646-1, WD-646, WD-647, and WD-648.

Only parcel WD-657 (and the two buildings located on the property) will be sold to buyer in June.

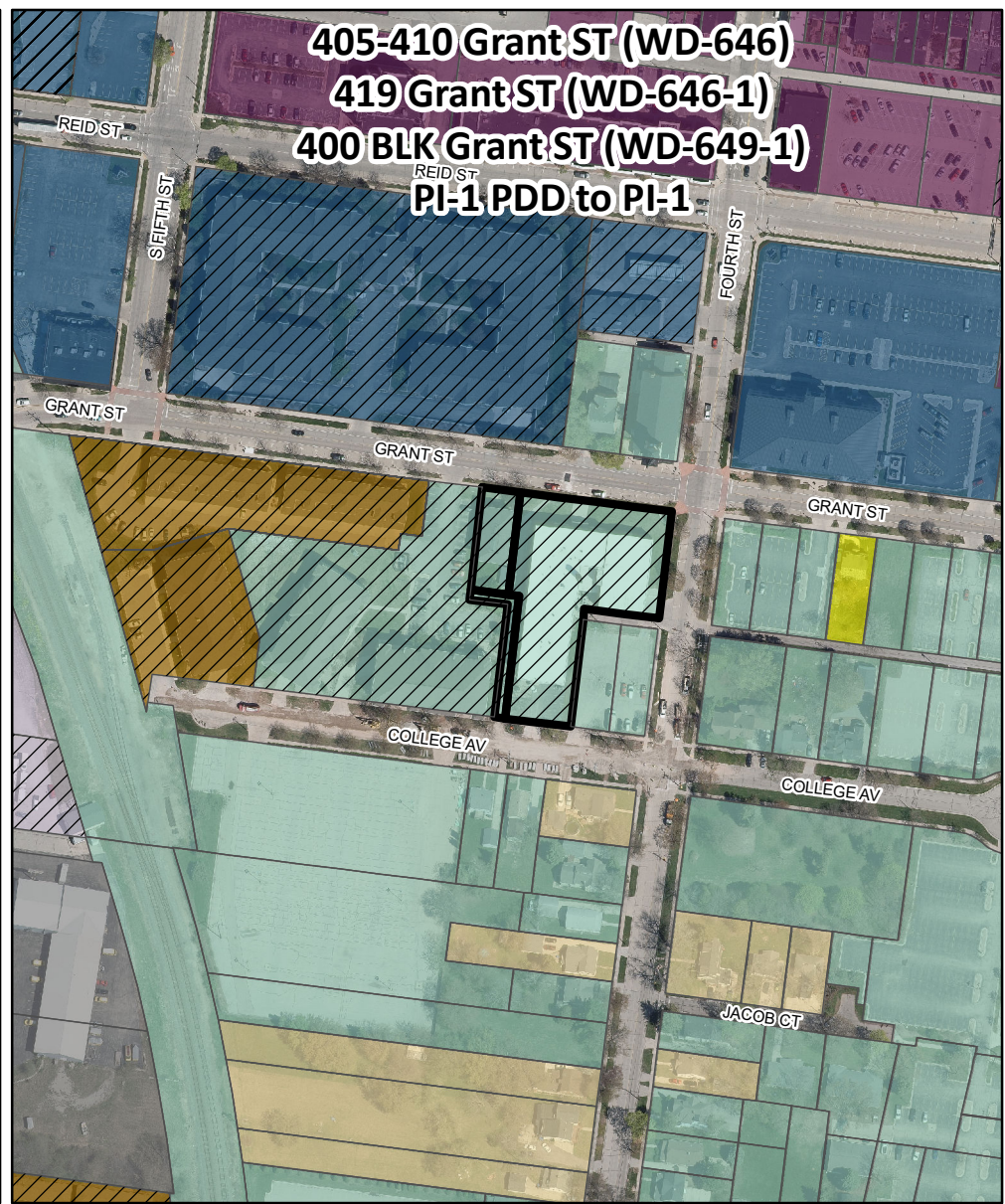
Abbreviated Legal Description from tax records for WD-657 is as follows:

72,633 SQ FT LOT 2 OF 50 CSM 106 MAP 7353 IN 2206690 BNG ALL OF LOTS 10 & 20-25 & PRT OF LOTS 4-9 & 26 & PRT OF VAC ALLEY BLK C ALL LOCATED IN DOUSMANS ADDN TO WEST DE PERE & PRT OF LOT 1 OF SD CSM DESC IN 2600259

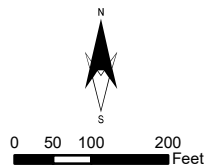
420-436 College AV (WD-657)
PI-1 PDD to GX1



405-410 Grant ST (WD-646)
419 Grant ST (WD-646-1)
400 BLK Grant ST (WD-649-1)
PI-1 PDD to PI-1



Zoning Map Amendment Detail (Draft For Review - February 2025)



Parcels

Pre-Existing PDD (Prior to Jan 1, 2023)

A: Agricultural

R1-80: Single-Dwelling Detached

R1-60: Single-Dwelling Detached

R1-45: Single-Dwelling Detached

R2-60: Two-Unit

R2-45: Two-Unit

RM-1: Multi-Unit Districts

RM-2 Multi-Unit Districts

MX1: Downtown Mixed-Use District

MX2: Neighborhood Mixed-Use District

MX3: Corridor Mixed-Use District

GX1: Office-Residential Mix District

GX2: Neighborhood Office-Residential

O: Office

C: Commercial

BP-1: Business Park 1

BP-2: Business Park 2

I: Industrial

CON: Conservancy

PI-1: Neighborhood Public & Institutional District

PI-2: Campus Public & Institutional District

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 a particular use, of the information contained in or comprising, this map.



City of De Pere, Wisconsin

I.4.C

Request for Common Council Action

MEETING DATE:	March 18, 2025
DEPARTMENT:	Development Services
FROM:	
SUBJECT:	Ordinance #25-02 Approving Zoning Map Amendments (420-436 College Avenue, 405-410 Grant Street, 419 Grant Street and 400 Block Grant Street).
RECOMMENDED ACTION:	Ordinance approving Zoning Map amendments for St. Norbert College properties on College Avenue and Grant Street.

ATTACHMENTS:
Ord25-02

ORDINANCE #25-02

APPROVING ZONING MAP AMENDMENT FROM PI-1 PDD, NEIGHBORHOOD PUBLIC & INSTITUTIONAL DISTRICT WITH A PLANNED DEVELOPMENT DISTRICT OVERLAY TO GX1, OFFICE-RESIDENTIAL MIX DISTRICT (420-436 College Avenue) AND FROM PI-1 PDD, NEIGHBORHOOD PUBLIC & INSTITUTIONAL DISTRICT WITH A PLANNED DEVELOPMENT DISTRICT OVERLAY TO PI-1, NEIGHBORHOOD PUBLIC & INSTITUTIONAL DISTRICT (405-410 Grant Street, 419 Grant Street and 400 Block Grant Street)
(Parcels WD-657, WD-646, WD-646-1, and WD-649-1)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change in zoning classification and Zoning Map amendment for the property described below, initiated pursuant to §14-122 of the De Pere Municipal Code (DPMC) and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and Zoning Map amendment and, pursuant thereto, a public hearing having been held on the 18th day of March, 2025 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

NOW, THEREFORE, the Common Council of the City of De Pere, Wisconsin, does ordain as follows:

Section 1. That the following described property:

Parcel WD-657:

72,633 SQ FT LOT 2 OF 50 CSM 106 MAP 7353 IN 2206690 BNG ALL OF LOTS 10 & 20-25 & PRT OF LOTS 4-9 & 26 & PRT OF VAC ALLEY BLK C ALL LOCATED IN DOUSMANS ADDN TO WEST DE PERE & PRT OF LOT 1 OF SD CSM DESC IN 2600259

shall be and the same is hereby rezoned from the present zoning classification of PI-1 PDD, Neighborhood Public & Institutional District with a Planned Development District Overlay to GX1, Office-Residential Mix District as set forth in and regulated by the provisions of Chapter

14, Article III Mixed-Use Districts and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and the corresponding applicable sections thereunder, conditioned upon compliance with the provisions of Chapter 14, DPMC, and all state and local laws and regulations.

Section 2. That the following described property:

Parcel WD-646:

41,529 SQ FT DOUSMAN'S ADDN TO W DE PERE LOTS 12,13,14,15,18 & 19 & VAC ALLEY LYG BTWN LOTS 12, 13,18 & 19 EX W 14 FT OF SD ALLEY & EX S 6 FT OF W 14 FT OF LOT 12 & EX W 14 FT OF LOT 19 BLK C

Parcel WD-646-1:

6,765 SQ FT DOUSMAN'S ADDN TO W DE PERE LOT 11 EX S 6 FT OF BLK C

Parcel WD-649-1:

2,927 SQ FT DOUSMAN'S ADDN TO W DE PERE W 14 FT OF LOT 19 & S 6 FT OF LOT 11 & S 6 FT OF W 14 FT OF LOT 12 & VAC ALLEY LYG N OF W 14 FT OF LOT 19 & N1/2 OF VAC ALLEY LYG ADJ SLY OF S 6 FT OF LOT 11 BLK C

shall be and the same is hereby rezoned from the present zoning classification of PI-1 PDD, Neighborhood Public & Institutional District with a Planned Development District Overlay to PI-1, Neighborhood Public & Institutional District as set forth in and regulated by the provisions of Chapter 14, Article V Special Districts and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and the corresponding applicable sections thereunder, conditioned upon compliance with the provisions of Chapter 14, DPMC, and all state and local laws and regulations.

Section 3. The City Clerk is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 4. All other ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of March, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 2/24/2025

Publication Date: _____

Effective Date: _____



City of De Pere, Wisconsin

L5

Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: City Clerk
FROM:
SUBJECT: Public Hearing to act on a request to approve a Zoning Map Amendment from PI-1 PDD (Neighborhood Public & Institutional District with a Planned Development District Overlay) to PI-1 (Public & Institutional District) at 409 N Broadway ST (Parcel ED-751).

**RECOMMENDED
ACTION:**

ATTACHMENTS:
None



City of De Pere, Wisconsin

I.5.A

Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: City Clerk
FROM:
SUBJECT: Notice of Public Hearing.
RECOMMENDED ACTION:

ATTACHMENTS:

Public Hearing Notice_Zoning Map Amendment_Broadway and Cass_3-18-25 mtg_Class 2

Publish: February 28, 2025, and March 7, 2025, in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, March 18, 2025**, at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on the request for a zoning map amendment at the following property:

Parcel ED-751, approximately 60.0 feet northwest from the N Broadway ST and Cass ST intersection, from PI-1 PDD (Neighborhood Public & Institutional District with a Planned Development District Overlay) to PI-1 (Public & Institutional District).

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

A map of the proposed zoning map amendment is available by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 25th day of February, 2025.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk



City of De Pere, Wisconsin

I.5.B

Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: Development Services
FROM:
SUBJECT: Recommendation from Plan Commission.
RECOMMENDED ACTION: Motion to approve

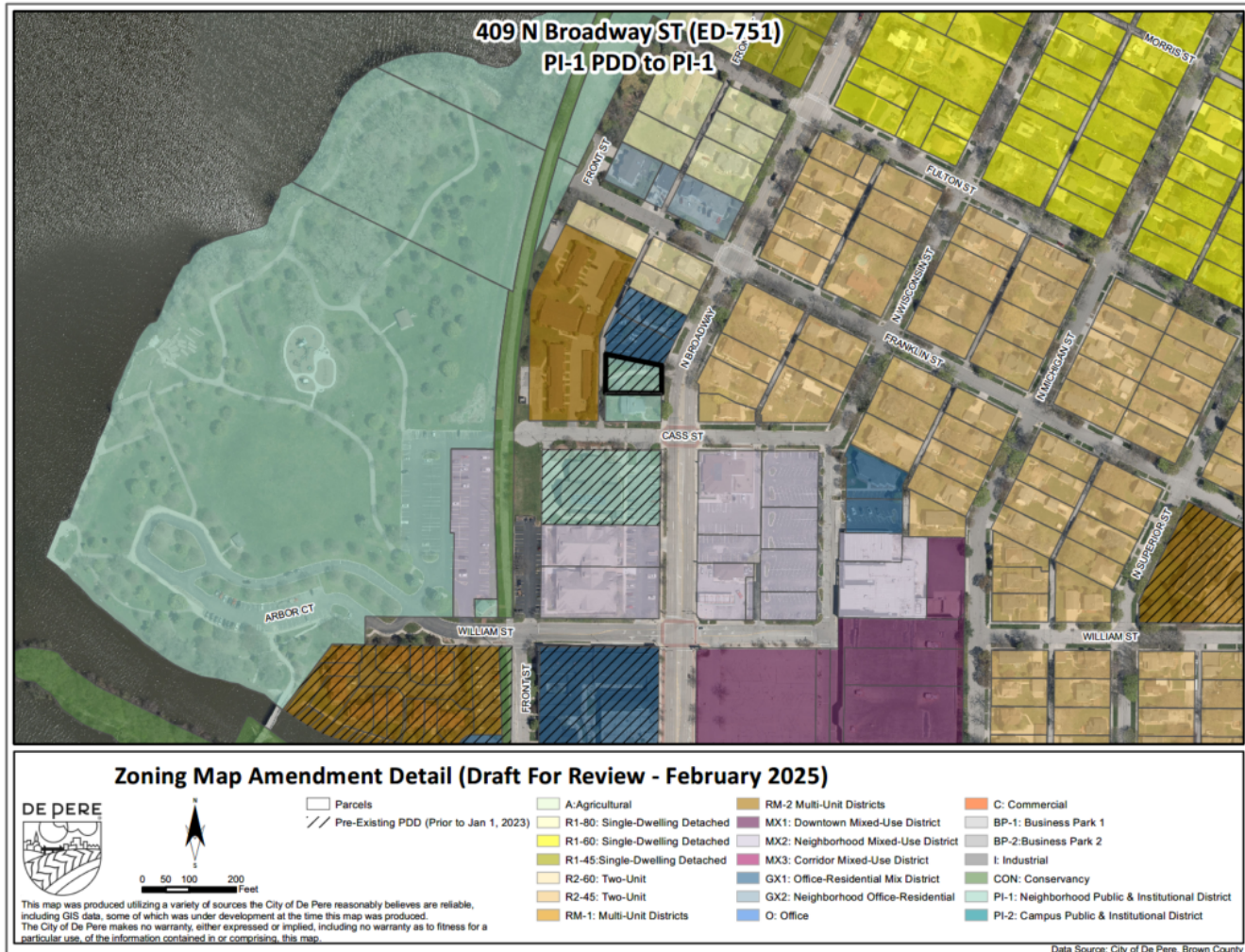
On February 24, 2025, Plan Commission unanimously recommended approval by a vote of 7-0.

ATTACHMENTS:

PC Report, Application Form and Documents - 31 Jan 2025, Zoning Map Amendment

Item 6: Consideration and possible action for a zoning map amendment from PI-1 PDD (Neighborhood Public & Institutional District with a Planned Development District Overlay) to PI-1 (Public & Institutional District) at 409 N Broadway ST (Parcel ED-751).*

SITE MAP



REQUESTED ACTION: Zoning Map Amendment Request.

COMMON DESCRIPTION: 409 N Broadway ST, located northwest of the N Broadway ST and Cass ST intersection.

SURROUNDING LAND USES: Office and Daycare Center, Group (GX1 (PDD) to the north.
Library (PI-1 PDD) to the south.
Residential (R2-45) to the east.
Seven+ Household Residential (RM-2) to the west.

COMPREHENSIVE PLAN: Commercial.

APPLICANT / OWNERS: Authorized Representative
Brad McDermid
Mach-IV Engineering & Surveying LLC
2260 Salscheider CT #4
Green Bay, WI 54313

Property Owner
De Pere Historical Society INC
403 N Broadway ST
De Pere, WI 54115

LAND USE HISTORY: After a review of air photographs, the building was removed from the property in the early 2010's.

STAFF REVIEW: When reviewing a zoning map amendment request, staff considers the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. The proposed rezoning complies with the Comprehensive Plan and surrounding land uses, including matching adjacent existing uses.

Existing Zoning District

When the new Zoning Map and Zoning Ordinance were adopted in January 2023, the subject property was placed into a PI-1 District as the best fit for a museum. The property had a pre-existing PDD overlay related to the development of retail sales (convenience goods), specifically a flower shop. The PDD overlay is outdated and no longer has any value for future development and land use.

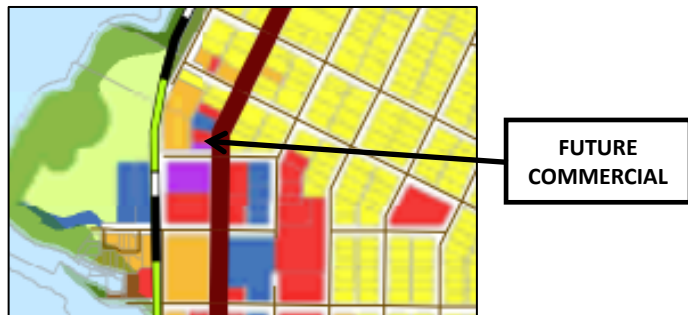
- The existing PI-1 District allows for a "Library or Cultural Center," and a museum use falls within that description. The request does not change the zoning district; the request removes a PDD overlay.

The proposed future use is a Library or Cultural Center for a museum. The use is permitted in the PI-1 District.

Surrounding Land Uses

The existing site zoning and surrounding land uses are referenced near the beginning of this report. The 2010 Comprehensive Plan Update identifies future land uses as Commercial.

CLIP FROM FUTURE LAND USE MAP



Desired Development Patterns

If the Zoning District changes from PI-1 PDD to PI-1, then there is no change to the permitted uses in the PI-1 District. The permitted uses are identified in Zoning Ordinance Article VII and summarized in Table 7-1.

The site is proposed to be developed with an expansion to the White Pillars Museum, located to the south. The site is vehicle accessible with street frontage on N Broadway ST and Cass ST.

NEIGHBOR OUTREACH

Staff notified all City property owners within 300 feet of the subject area about the application via mail. The authorized representative did not reach out to nearby property owners.

At the time this report was written, no public comment or concern was made to staff about the zoning map amendment. Any additional comments will be shared at the time of the Plan Commission meeting.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the request for a zoning map amendment from PI-1 PDD (Neighborhood Public & Institutional District with a Planned Development District Overlay) to PI-1 (Public & Institutional District) at 409 N Broadway ST. A zoning map amendment must comply with the following:

1. Compliance with all state and local laws and regulations, including compliance with all the provisions of Chapter 14, De Pere Municipal Code.



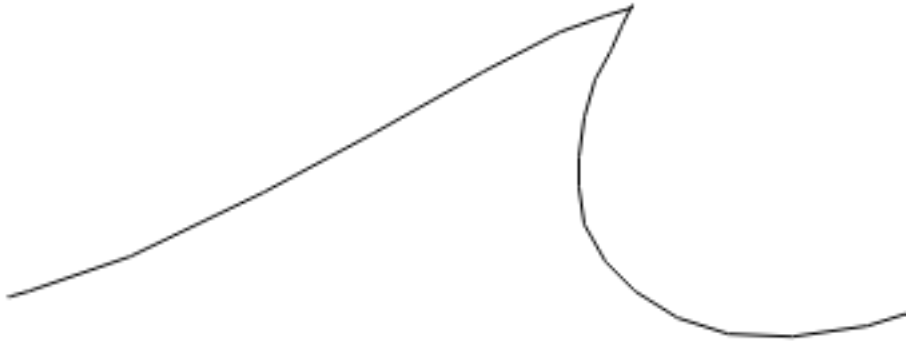
Planning/Zoning Application

Planning & Zoning Department

Submitted On:

Jan 31, 2025, 12:15PM EST

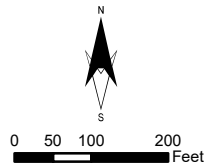
Parcel Number: (Include ALL parcels)	ED-751
Nearest property address to the project site:	Street Address: 409 N Broadway Street City: De Pere State: W Zip: 54115
Check each project type that is being applied for:	Zoning Map Amendment (Rezoning)
Current De Pere Zoning Districts:	PI-1 PUD
Proposed De Pere Zoning Districts:	PI-1
Existing Site Land Uses:	Public & Civic
Proposed Site Land Uses:	Public & Civic
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a preapplication meeting?	Yes
Property Owner:	First Name: De Pere Historical Society Last Name: De Pere Historical Society
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	Street Address: 403 N Broadway Street City: De Pere State: W Zip: 54115
Property Owner's Phone Number:	920-336-3877
Property Owner's Email Address:	mckim1883@yahoo.com
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's Name:	First Name: Brad Last Name: McDermid

Authorized Representative's Business Name:		Mach-IV Engineering & Surveying LLC
Authorized Representative's Phone Number:		708-308-2183
Authorized Representative's Email Address:		bmcdermid@mach-iv.com
Please attach an EXHIBIT MAP with the zoning boundary.		1_Exhibit Map Document by City.pdf
Please attach a WORD DOCUMENT with the boundary legal description.		2_Legal Description by City.docx
How do you plan on paying for your application?		Online with a credit card
Total Due:		\$350.00
Signature Data	First Name: Brad Last Name: McDermid Email Address: bmcdermid@mach-iv.com	
		
		Signed at: January 31, 2025 12:08pm America/New_York
User's Session Information		IP Address: 69.129.142.130 Referrer URL:

409 N Broadway ST (ED-751) PI-1 PDD to PI-1



Zoning Map Amendment Detail (Draft For Review - February 2025)



- Parcels
- Pre-Existing PDD (Prior to Jan 1, 2023)

- A: Agricultural
- R1-80: Single-Dwelling Detached
- R1-60: Single-Dwelling Detached
- R1-45: Single-Dwelling Detached
- R2-60: Two-Unit
- R2-45: Two-Unit
- RM-1: Multi-Unit Districts
- RM-2 Multi-Unit Districts
- MX1: Downtown Mixed-Use District
- MX2: Neighborhood Mixed-Use District
- MX3: Corridor Mixed-Use District
- GX1: Office-Residential Mix District
- GX2: Neighborhood Office-Residential
- O: Office

- C: Commercial
- BP-1: Business Park 1
- BP-2: Business Park 2
- I: Industrial
- CON: Conservancy
- PI-1: Neighborhood Public & Institutional District
- PI-2: Campus Public & Institutional District

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 a particular use, of the information contained in or comprising, this map.



City of De Pere, Wisconsin

I.5.C

Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: Development Services
FROM:
SUBJECT: Ordinance #25-03 Approving Zoning Map Amendment for 409 North Broadway Street.
RECOMMENDED ACTION: Common Council approval of Zoning Map Amendment Ordinance

ATTACHMENTS:
Ord25-03

ORDINANCE #25-03
APPROVING ZONING MAP AMENDMENT FROM PI-1 PDD, NEIGHBORHOOD PUBLIC &
INSTITUTIONAL DISTRICT WITH A PLANNED DEVELOPMENT DISTRICT OVERLAY TO PI-1,
NEIGHBORHOOD PUBLIC & INSTITUTIONAL DISTRICT
(409 North Broadway Street; Parcel ED-751)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change in zoning classification and Zoning Map amendment for the property described below, initiated pursuant to §14-122 of the De Pere Municipal Code (DPMC) and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and Zoning Map amendment and, pursuant thereto, a public hearing having been held on the 18th day of March, 2025 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

NOW, THEREFORE, the Common Council of the City of De Pere, Wisconsin, does ordain as follows:

Section 1. That the following described property:

Parcel ED-751:

ORIGINAL PLAT OF DEPERE ALL OF LOTS 4 & 5 EX N PRT OF LOT 4 DEEDED TO H A TALBOT BLK 11

shall be and the same is hereby rezoned from the present zoning classification of PI-1 PDD, Neighborhood Public & Institutional District with a Planned Development District Overlay to PI-1, Neighborhood Public & Institutional District as set forth in and regulated by the provisions of Chapter 14, Article V Special Districts and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and the corresponding applicable

sections thereunder, conditioned upon compliance with the provisions of Chapter 14, DPMC, and all state and local laws and regulations.

Section 2. The City Clerk is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 3. All other ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of March, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 2/24/2025

Publication Date: _____

Effective Date: _____



City of De Pere, Wisconsin

I.7

Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: Administration
FROM:
SUBJECT: Municipal Commendation in Appreciation and Gratitude to Larry Delo for 22 Years of Service as City Administrator/Manager of De Pere.
RECOMMENDED ACTION: None

ATTACHMENTS:
Delo Retirement

MUNICIPAL COMMENDATION

IN APPRECIATION AND GRATITUDE TO LARRY DELO FOR 22 YEARS OF SERVICE AS CITY ADMINISTRATOR/MANAGER OF DE PERE

WHEREAS, Larry Delo has served with unwavering dedication as the City Administrator/Manager of De Pere for 22 years, beginning in January 2003 and retiring on March 20, 2025; and

WHEREAS, Larry's leadership has been instrumental in shaping the City's transformative growth, including spearheading the development of new public arts, revitalizing our downtown, and expanding recreation opportunities for residents; and

WHEREAS, Larry's commitment to financial responsibility has played a key role in boosting De Pere's property tax base by \$2 billion, implementing effective budget models, and securing major investments in our community; and

WHEREAS, beyond financial and policy achievements, Larry's legacy is deeply rooted in his impact on people—his mentorship, humor, and team-oriented approach created an exceptional workplace culture where employees felt valued, empowered, and inspired to innovate; and

WHEREAS, Larry has championed initiatives too numerous to mention, impacting sustainability, recreation, public safety, infrastructure, beautification, and much more, helping to shape De Pere's identity as a vibrant, inclusive, and forward-thinking city for residents, businesses, and visitors; and

WHEREAS, his influence extends far beyond De Pere, with numerous regional partnerships, as well as advocacy for legislative policies that strengthened municipal governance across the state; and

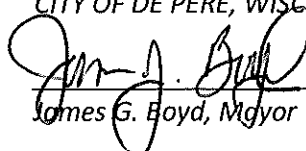
WHEREAS, Larry's career, spanning nearly three decades total in public service, has been characterized by his commitment to continuous learning and a deep belief in the power of collaboration and positive change; and

WHEREAS, Larry's influence and legacy will continue to guide the City of De Pere for many years to come, and his retirement marks the end of a remarkable era of leadership that has helped shape the City into what it is today; and

NOW, THEREFORE, I, James G. Boyd, Mayor of the City of De Pere, Wisconsin, by the authority vested in me, on behalf of the City's Common Council and all De Pere citizens, do hereby commend and thank Larry Delo for his invaluable service, leadership, and commitment to our community over the past 22 years.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of De Pere, Wisconsin, this 18th day of March 2025.

CITY OF DE PERE, WISCONSIN


James G. Boyd, Mayor



Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Recommendation from the Board of Park Commissioners to Approve Kay Distributing as Beer Distributor for 2025 Beer Gardens.
RECOMMENDED ACTION: Staff recommends approval of Kay Distributing as the beer distributor for 2025 Beer Gardens.

The Board of Park Commissioners, at the February 20, 2025 meeting, approved Kay Distributing as the beer distributor for the 2025 Beer Gardens. The motion passed unanimously with a 7-0 vote.

ATTACHMENTS:

Beer Distributor Recommendation - 2025 Beer Gardens, Kay Distributing Proposal 2025 Beer Gardens

CITY OF DE PERE

Community Center | Recreation Department

600 Grant St., De Pere, WI | 920-339-4097 | www.deperewi.gov/communitycenter



To: Board of Park Commissioners

From: Paula Rahn, Recreation Superintendent

Date: February 12, 2025

Re: Recommendation for Beer Distributor at 2025 Beer Gardens

Recently we sent out a request for proposals to area beer distributors for the purpose of contracting with one distributor for our De Pere Beer Gardens. Of the three distributors, we received information and interest back from one of them, which was Kay Distributing.

Department staff have enjoyed working with Kay Distributing as they have been our beer distributor since the inception of our beer gardens in 2019. They are local, represent 5 different breweries native to Brown County, 2 breweries native to Northeast Wisconsin and 8 breweries native to the state of Wisconsin, which fulfills the theme for our beer gardens of local micro brews. Kay Distributing also provides marketing materials such as posters, flyers, and menu boards at no cost, EZ up tents and on-site support service when needed.

Kay Distributing has met or exceeded all requirements in our RFP and therefore, we recommend going with Kay Distributing as our Beer Distributor for the 2025 season.

Thank you for your time and consideration.

Chip Kolocheski

Dear Marty and Paula and Grace,

Please let this memo serve as Kay Beer Distributing's request for proposal for the 2025 De Pere Beer Gardens in Voyager Park/Nelson Pavilion. Our extensive Craft portfolio consists of many local and regional breweries which we feel can provide the best assortment of brands and styles to accommodate all of your customers. We have been involved with the De Pere Beer Gardens since its inception. Below is a list of Breweries and Brands from Green Bay, Brown County, NE Wisconsin, and greater Wisconsin that we carry and can supply to you.

Brown County

Badger State Brewing, (Grassy Place Hazy IPA, Brewski, Mallard IPA, Jet-Ski, On Wisconsin Red, Musky IPA, Beermosa)

Hinterland Brewery, (Blueberry Wheat, Cherry Wheat, Jamaican Haze IPA, Nitro Stout, Packerland Pils, Kosmic Kolsch)

Noble Roots Brewing, (Blueberry Cream, Noble IPA, Blonde Belgian, Cardinal IPA, Cherry Pucker Punch, Mackinac Island Amber)

Stillmank Brewing, (Guava IPA, Perk'y Porter, Wisco Disco Amber, Tailgator, Green Bay Draft Beer, Glass Apple Cider)

Titletown Brewing, (Green 19 IPA, Johnny Blood Red, Tundra Tropics Hazy IPA, Boathouse Pilsner, 400 Honey Ale, Gridiron Glory)

Northeast Wisconsin

Stubborn Brothers (Shawano), (Drop Top, Drop top Cherry, Dairyland Amber, Jolly Beer, Sours, Sweet Peel)

Thumb Knuckle (Luxemburg), (Amber, Belgian Wit)

Greater Wisconsin

Point Brewing Co. (Stevens Point)
Cider Boys Brewing (Ciders from Point)
Lakefront Brewing Co (Milwaukee)
New Glarus Brewing (New Glarus)
Eagle Park Brewing (Milwaukee)
Raised Grain Brewing (Milwaukee)

Milwaukee Brewing (Milwaukee)

Sprecher Brewing (Milwaukee)

Please strongly consider Kay Beer Distributing as your beer supplier for the 2025 De Pere Beer Gardens as we can provide superior service, brands, and equipment for all your needs.

Thank you,



Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Recommendation from the Board of Park Commissioners to Approve Adding Voyageur Park as a Summer Meal Program Location on the East Side.
RECOMMENDED ACTION: Staff recommends approving adding Voyageur Park as a Summer Meal Program Location on the East Side

The Board of Park Commissioners, at the February 20, 2025 meeting, approved adding Voyageur Park as a summer meal program location on the east side of De Pere. The motion passed unanimously with a 7-0 vote.

ATTACHMENTS:

Park Board Memo - Summer Meal Program

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Cindy Lee
Date: February 20, 2025
RE: Consideration and Possible Action to Approve Adding Voyageur Park as a Summer Meal Program Location on the East Side.

Summer 2025 update to Summer Meal Program – East side locations

The De Pere School Nutrition Department, under the USDA (FNS) – Summer Food Service Program would like to add Voyageur Park as a meal location in addition to the current location at Legion Park.

Previously the meal program was at Optimist Park. Optimist no longer falls in the eligible areas on the map. Meals have been served at Legion for the past two summers.

All meals follow the USDA meal pattern. A menu is posted for the public. Meals are available for any child ages 0-18, they do not need to be part of the school district, and it isn't income based. Adults may purchase a meal for cash on any given day.

Meals need to be eaten on site. No meals are given out without the child/ren present.

Dates of service are June 2nd – August 8th with meals only being served on Monday and Tuesday of 4th of July week.

Times: Voyageur 10:45-11:15 am, Legion 11:45 am – 12:30 pm. Approximately 200 meals are served at Legion Park, anticipated numbers for Voyageur would be 200 +.

Impact for our department – extra garbage cans would be needed at the park; garbage pick-up from staff would increase from every other day to every day due to increased use of the park, additional picnic tables would be delivered at the beginning of the season and remain on site for the duration of the program.



Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Recommendation from the Board of Park Commissioners to Approve the Park Naming and Re-Naming Policy.
RECOMMENDED ACTION: Staff recommends approval of the Park Naming Policy

The Board of Park Commissioners, at the February 20, 2025 meeting, approved the Park Naming Policy. The motion was approved with a 6-1 vote.

ATTACHMENTS:

Cover Memo.Naming Policy, De Pere Proposed Naming and Re-Naming Policy (Revised)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: February 20, 2025

RE: Park Naming Policy

The Board of Park Commissioners asked if staff would investigate other communities and their policies related to naming of parks. I researched several communities around the State and came up with the included proposed policy that will help guide the Park Board and City to guide the naming process of a park. I did not include the naming of facilities as when researching this topic it became much more comprehensive and the examples were vague .

Staff would recommend adopting the policy as presented.

Naming of Public Park Lands – Policy

Purpose: To provide a consistent and formal process in developing suitable and acceptable names for Park Lands.

Responsibilities: It shall be the responsibility of the Board of Park Commissioners to research and select a name for park land(s). This name shall require final approval from the City Council.

Criteria:

- A. A park name must be purposeful, suitable, symbolic, and uncontroversial.
- B. A park name must fall under one of the following classifications.
 - a. Location – park is named after an adjacent street or subdivision.
 - b. Historic or local significance to the area – events, veterans, battles, discoveries, etc...
 - c. Geographical – there is a geological or geographical significance to the area.
 - d. Large Donor – a park may be named after or for a large donor that was instrumental in acquisition or development of the park.
 - i. Each case will be reviewed separately, however in general terms a large donor should be considered only if they have donated the land or are funding at least half of the park development.
 - e. An individual that has performed outstanding and long running community service to the City of De Pere (preferably in the area of Parks, Recreation and/or Forestry).
 - i. Criteria for individual naming shall be critiqued significantly and considerations shall only be given to people with a documented and long running history of giving and contributions to the City of De Pere, preferably in the field of parks, recreation and/or forestry. Their significance of contributions shall be clearly established beyond the generation of their contribution.
 - f. Generalized Good Causes – this category provides the latitude to name a park without individual significance but emphasizes a good cause or viewpoint such as Friendship, Independence, Peace, etc...

Renaming:

- A. The renaming of a park is discouraged and only considered under the most critical examination as to not diminish the original justification.
- B. Renaming of a park shall only be allowed under the following conditions;
 - a. A review of donor contingencies or outstanding agreements has been conducted.
 - b. A comprehensive explanation of why the existing name shall be changed.
 - c. Majority vote of approval of the Board of Park Commissioners and a subsequent majority vote of approval of all the members present at a City Council meeting

having a quorum. A request to rename a park would not be considered by the City Council if such request to rename does not receive a majority vote of approval of the Board of Park Commissioners.



Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Recommendation from the Board of Park Commissioners to Approve Waiving the Fees for the Celebrate De Pere Committee for the Use of the Nelson Family Pavilion for Celebrate De Pere.
RECOMMENDED ACTION: Staff recommends approval

The Board of Park Commissioners, at the February 20, 2025 meeting, approved waiving the fees for the Celebrated De Pere Committee for the use of the Nelson Family Pavilion for Celebrate De Pere. The motion was approved unanimously with a 7-0 vote.

ATTACHMENTS:

Memo.Celebrate Waiver, Celebrate De Pere - Fee Waiver Request

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Date: February 20, 2025

RE: Celebrate De Pere Waiver request

The City has historically waived the fees for renting Voyageur Park to the Celebrate De Pere Committee. The rental of the park is for the purpose of hosting the Memorial Day festival.

We normally do not bring back such requests unless there is something significantly different than the original approval. Celebrate De Pere is requesting to use the Nelson Family Pavilion which was opened last summer and not part of the original request for waiver of fees. From past discussions, I tend to believe the Park Board is reluctant to approve waivers. However, such a waiver would be consistent with their current use of the park and waiver of fees, and consistent with the City's support of the event.



The Celebrate Committee, Inc.

Organizers of

Celebrate De Pere

905 George Street #138 De Pere, WI 54115

www.celebratedepere.com

Board of Directors:

Carl Castelic
President

Brandon Beard
Vice President

Dean Quakkelaar
Secretary

Ryan Casper
Treasurer

Bob Tease
Member-at-Large

Chris Gorst
Member-at-Large

Dear Board of Park Commissioners;

We, The Celebrate Committee, Inc. would like to use and showcase the Nelson Family Pavilion to host our sponsors during the Celebrate De Pere 2025 festival, thus we are requesting a waiver of the fees for using the Pavilion.

We would not be able to put on this festival without the help of our sponsors and this would be one way to show The Celebrate Committee's appreciation and also showcase the pavilion.

The Celebrate Committee is comprised of an all volunteer board and staff. We are a 501C3 organization and profits are donated back into the community with special consideration given to veteran's service groups.

We have to explore cost saving measures where ever possible to help keep our family friendly front gate admission at \$5.00 per person. All veterans with proof of service also get in the front gate for free.

In closing, The Celebrate Committee, Inc. would like to thank the Board of Park Commissioners for your consideration in the above matter.

A few of our members will be in attendance to answer any questions you may have.

The Celebrate Committee, Inc.

Gerard Ambrosius, Committee Member



Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: Finance
FROM: Pamela Manley, Finance Director
SUBJECT: Recommendation from the Finance/Personnel Committee on the Current Balance of Excess Stadium Tax Funds.
RECOMMENDED ACTION: Motion to approve

The Finance Personnel Committee voted unanimously at its March 11, 2025 meeting to recommend that the City Manager incorporate the funds into a budget request on an annual basis as funds are available.

Per Ald. Hansen's request at the February 18th Council meeting, I have attached a copy of the current balance of the Excess Stadium Tax. There are currently two projects outstanding which should be completed this year. They are the De Pere Public Art Initiative and De Pere Streetscape Projects. The City continues to receive annual payments for delinquent taxes collected by the state. Attached is the most recent payment information received from the Department of Revenue. We also had a couple of projects complete under budget. The City currently has \$44,540.07 in unobligated proceeds. I would recommend obligating these funds and any additional funds received from the state so future allocations are not necessary. Please feel free to contact me should you have any questions on this item.

ATTACHMENTS:

My Tax Account-Stadium Tax, Excess Stadium Tax Summary

Message

Annual Football Stadium Distribution

[Restore](#)

CITY OF DE PERE
39-6005431

Message

Message

From: Department of Revenue
To: Business - CITY OF DE PERE 39-6005431
Date: Thursday 26-Sep-2024 19:50:54
Subject: Annual Football Stadium Distribution

Dear Treasurer,

In accordance with 2015 Wisconsin Act 114, the Department of Revenue is distributing the monies collected between September 1, 2023 and September 1, 2024 and not previously distributed to the Green Bay/Brown County Football Stadium District. All monies collected are for reporting periods September 30, 2015 and prior. This distribution includes taxes, interest, and penalties paid to the department related to audits, amended tax returns, and other adjustments as prescribed by Act 114. In addition, DOR is no longer retaining the administrative fee collected. Any administrative fees collected between August 1, 2023 and July 31, 2024 are included in the distribution.

Brown County receives 25% of the total distribution, and the cities, villages, and towns in Brown County receive a portion based on population as determined under sec. 16.96, Wis. Stats.

The amount of the ACH payment will be \$3,415.88.

This payment is scheduled to be distributed September 30, 2024.

Best Regards,

Peggy Steeno
Director, Financial Management Services Bureau

EXCESS STADIUM TAX PROCEEDS SUMMARY

2/20/2025 17:15

PROJECT NAME	AMOUNT APPROVED	TRANSFERRED	TOTAL SPEND	REMAINING
Re-write of City Zoning Code - COMPLETED	\$ 45,000.00	\$ -	\$ 44,799.60	\$ -
Establish City Vision/Brand - COMPLETED	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -
De Pere Public Art Initiative	\$ 100,000.00	\$ 25,000.00	\$ 124,365.47	\$ 634.53
De Pere Streetscape Project	\$ 150,000.00	\$ (25,000.00)	\$ 109,659.06	\$ 15,340.94
Aquatic Center Design - COMPLETED	\$ 200,000.00	\$ -	\$ 200,000.00	\$ -
Southwest Park Playground Equipment - COMPLETED	\$ 80,000.00	\$ -	\$ 80,000.00	\$ -
Splashpad - FUNDS TRANSFERRED TO MULVA	\$ 300,000.00	\$ (300,000.00)	\$ -	\$ -
Voyageur Park Amphitheater/Stage- FUNDS TRANSFERRED TO MULVA	\$ 125,000.00	\$ (125,000.00)	\$ -	\$ -
Mulva Infrastructure - transferred from Splash Pad and Voyager Park Amphi Stage - COMPLETED	\$ -	\$ 425,000.00	\$ 425,000.00	\$ -
Voyageur Park Playground Equipment - COMPLETED	\$ 200,000.00	\$ -	\$ 198,836.41	\$ -
TOTAL STADIUM TAX	\$ 1,300,000.00	-	1,282,660.54	15,975.47
Additional Stadium Tax Proceeds				
2018	\$22,024.66			\$22,024.66
2019	\$8,047.01			\$8,047.01
2020	\$1,748.75			\$1,748.75
2021	\$208.37			\$208.37
2022	\$260.99			\$260.99
2023	\$7,470.42			\$7,470.42
2024	\$3,415.88			\$3,415.88
ADDITIONAL STADIUM TAX PROCEEDS	\$43,176.08	-	-	\$43,176.08
TOTAL	1,343,176.08	-	1,282,660.54	60,515.54

CURRENT BALANCE 60,515.54

OBLIGATED (15,975.47)

UNOBLIGATED BALANCE 44,540.07



Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Recommendation from the Finance/Personnel Committee to Discontinue the Ash Tree Replacement Program Due to the NEW Tree Grant Being Put on Hold.
RECOMMENDED ACTION: Staff recommends discontinuation of the program due to the NEW grant being put on hold.

The Finance/Personnel Committee, at the March 11, 2025 meeting, recommended the discontinuation of the Ash Tree Replacement Program, due to the NEW Grant being put on hold. The motion passed unanimously.

ATTACHMENTS:
Memo.Tree Grant Termination.Final

CITY OF DE PERE MEMO



To: Finance/Personnel Committee

From: Marty Kosobucki
Brian Christnovich

Date: March 11, 2025

RE: Unassigned reserve request to fund Tree Grant orders

Summary: We were recently notified by our contact at NEW Water that our ash tree grant we were awarded to fund the replacement/installation of trees in our community, has been immediately put on hold. This has an impact on us because A) trees have already been planted and not been reimbursed for from 2024, and B) we currently have orders from City residents for spring 2025 tree planting.

Background:

The City received a NEW Water Grant that helped support the replacement of Ash Trees within the City. The program we created essentially helped homeowners recoup the large number of Ash Trees that needed to be removed due to Emerald Ash Borer. Staff recently received an e-mail from a representative at NEW Water who administers the grant, and indicated all funding for the current program has been put on hold and no longer available. We received a vague explanation of why this is occurring, however as we can decipher it stems from concerns stemming out of the United States Forest Service which supports this grant. We are rationalizing the reason falls within heavy cuts being implemented at the Federal level as we have recently seen news reports of this occurring nationwide. New Water has stated they are hopeful to have the program reinstated for the fall of 2025, but there were no assurances.

This decision to put the funding on hold in the middle of a grant program impacts us in two different ways. First, we have already planted 57 trees for homeowners over the past year that the City has not received reimbursement for. This amount totals \$5,685. The second impact is that we sent out a request to homeowners about taking advantage of the program and as of March 5th we have 97 tree orders come in, totaling \$10,554.50. Currently orders are still coming in as the advertised deadline is March 21, so we expect the number to rise. These trees have not been ordered or planted yet, and as far as we are aware, can be canceled with the nursery.

Staff Recommendation:

- Approve unassigned reserves to cover the cost of trees that have already been planted over the past year, totaling \$5,685.
- Approve the cancellation of the grant tree planting program, which is currently for 97 tree orders totaling \$10,554.50, and notify these homeowners.
 - o The alternative to this option would be to approve an additional \$10,554.50 to fund the orders that have currently been submitted. However, to be transparent...the City still can cancel these orders with the nursery.



Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: Fire
FROM: Al Matzke, Fire Chief
SUBJECT: Recommendation from the Finance/Personnel Committee to Allow Tactical Emergency Medical Services (TEMS) Medics to Utilize Firearms When Deployed on SWAT Team.
RECOMMENDED ACTION: Motion to Approve

Finance/Personnel Committee voted unanimously at its March 11, 2025 meeting to recommend approval of this item.

ATTACHMENTS:

Firearm TEMS medics FP memo, TEMS medics FP memo (2022), TEMS SOG_507 091124, Deputy Sheriff Status-SWAT Updated 3-21-24, EMS Service License Card 2023-2026, Weapon law

Memo



To: Honorable Mayor James Boyd
Members of the Finance & Personnel Committee

From: Fire Chief Alan Matzke

Date: March 6, 2025

Re: Request to Consider Tactical Emergency Medical Services (TEMS) Medics on SWAT Team utilizing firearms.

De Pere Fire Rescue currently supports the Brown County Sheriff's regional SWAT team by providing DPFR staff to serve as TEMS medics who are imbedded in the team. Please see the memo dated September 13, 2022, describing the program.

DPFR is seeking a policy change to allow the TEMS medics to utilize firearms when deployed as part of the SWAT team response. 2023 Senate Bill 829 was passed allowing TEMS professionals who has been endorsed by the Department of Health Services to carry a firearm when providing medical services when operating as part of a tactical team.

Imbedding highly trained medical providers into local SWAT teams is currently best practice and the practice is evolving as incidents occur around the country and the world. Part of the current best practice is to ensure that TEMS medics are armed when deployed into a crisis situation. The firearm is intended to provide self defense and assist with evacuation and victim protection if needed.

The TEMS medics are not expected to provide Law Enforcement operations nor take the place of Law Enforcement operators. The firearm is simply a tool for the TEMS medic to protect themselves and or the victims if the law enforcement personnel are incapacitated executing an operation.

The firearms will be the property of DPPD and will be assigned to a TEMS member upon appointment to the team and completion of the required training and qualifications. The training and qualifications will be provided and monitored by the Brown County Sheriff's SWAT commander and training division.

The TEMS medics are deputized and will only carry firearms when deployed under the direction and supervision of the Sheriff's department. The DPFR suggested operating guideline is attached for your review and this policy document describes the program and expectations when working for DPFR.

Once a TEMS medic is activated by the Brown County Sheriff SWAT, they follow the policy and expectations of the Brown County Sheriff.

Thank you for your consideration. If you have any questions, please do not hesitate to ask.

Memo



To: Honorable Mayor James Boyd
Members of the Finance & Personnel Committee

From: Fire Chief Alan Matzke

Date: September 13, 2022

Re: Request to Consider Supporting Tactical Emergency Medical Services (TEMS) Medics on SWAT Team

De Pere Fire Rescue is requesting approval to support the Brown County Sheriff's regional SWAT team by making available two DPFR staff to serve as TEMS medics to be imbedded in the team.

The City of De Pere has long worked collaboratively to support and participated in several regional response teams. DPPD has several officers who are members of the Brown County Sheriff's regional SWAT team.

DPFR has several members on the Brown County Fire Investigation Team and when the Brown County Hazardous Material Response Team was a regional team, it was made up of several DPFR members.

DPFR has been the regional leader in developing and training our regional response to integrated threat situations. This training was overseen and endorsed by the Sheriff and his staff and has taken place over the past few years; including all law enforcement, fire and EMS providers in our region.

It is because the efforts and commitment DPFR and its members have made to integrated threat preparedness, that caused the Sheriff to approach DPFR and request support for the team.

The National Tactical Officer's Association recognizes TEMS as the mission-preplanning, preventative care and medical treatment rendered during mission driven, high-risk, large-scale, and extended law enforcement operations. The TEMS scope of practice includes medical interventions that further the health and safety of all law enforcement personnel and is intended to reduce the incidence of injury, illness, disability, and death associated with police operations.

The benefit of TEMS programs to law enforcement is sufficiently established to where TEMS is now a standard of care for law enforcement special operations. TEMS is not intended as a replacement for EMS services, rather it is an operational medical element that complements these resources in order to promote the success and safety of the law enforcement mission.

DPFR proposes following the same model that DPPD uses, where De Pere pays the cost for the members to attend the training and equipment is provided by the Sheriff's department. The cost to train two members would be \$6,000 annually.

If a call for SWAT occurs and our member is on duty, we would release them to respond. With two members, we will be able to respond approximately 66% of the time. It would be a goal to train a third member and have one TEMS medic on each shift. This would allow us to have greater availability and bring these high-level responders to each shift, which would strengthen our department capability and education as they will train the remainder of the staff.

I anticipate being able to absorb the training cost into the overtime budget without increasing the overtime budget, as long as our staff remain healthy.

Thank you for your consideration. If you have any questions, please do not hesitate to ask.

Title:	TEMS		
Section:			
SOG #:	507	Page:	1 of 4
Effective Date:	9/11/2024	Revision Date:	
Authorized By:	Chief Alan Matzke		



A. PURPOSE

The purpose of this guideline is to establish a standard method of providing emergency medical care in the tactical environment, under direction of the Brown County Sheriff's Office SWAT Commander or their designee when deployed to tactical operations or training exercises.

B. SCOPE

This guideline applies to all incidents involving the provision of TEMS to the BCSO SWAT Team by DPFR Tactical Emergency Medics. Paramedics will generally follow these guidelines developed from TECC standards:

1. Provide immediate access to medical care despite hazardous conditions that might otherwise delay treatment.
2. Provide Treatment utilizing the MARCH Principles.
3. TEMS members will have the discretion to deviate from DPFR EMS protocols while working in direct and indirect threat zones. Medical treatment will be provided within the Scope of Practice and the Brown County Tactical EMS Guidelines.
4. Provide preventive medicine within the Scope of Practice maintained by the DPFR.
5. Give advice in the areas of EMS when deemed warranted.

C. TERMS AND DEFINITIONS

1. TEMS: De Pere Fire Rescue (Tactical EMS).
2. BCSO: Brown County Sheriff's Office
3. SWAT: Special Weapons and Tactics
4. Direct Threat Zone: The area in which there is a direct and immediate threat.
5. Indirect Threat Zone: The area which there is a potential threat.
6. Cold Zone: The area where there is no significant danger or threat.
7. TECC: Tactical Emergency Combat Care

D. GUIDELINES

1. Training and eligibility requirements:
 - a. Participation in the TEMS program is voluntary.

- b. TEMS members must have a minimum of two years working experience as a paramedic and no recorded disciplinary actions. The chief may suspend the TEMS member from active service at his discretion.
- c. There will not be a minimum staffing requirement for on-duty TEMS members.
- d. TEMS members will attend joint training with the SWAT team as needed. The goal is to have one member present at all meetings. SWAT training sessions that are designed to involve TEMS participation are strongly encouraged to be attended by all TEMS members. Members will be required to attend trainings in accordance with BCSO policy to remain active on the team.
- e. There will be an annual in-house training/testing program where TEMS members must demonstrate proficiency to Medical Direction in the following areas:
 - 1. Tourniquets for uncontrolled hemorrhage
 - 2. Chest decompression
 - 3. Advanced airways
 - 4. Patient movement scenarios including care under fire.
 - 5. Facilitate the distribution of self-administered drugs and tracking with appropriate records.
 - 6. Weapon familiarization.
 - 7. Equipment familiarization, both TEMS and SWAT
- f. Members will have approved Tactical EMS training course prior to being an active member on the DPFR TEMS team.
- g. BCSO and DPPD will provide monthly firearm instruction and range access to TEMS officers. The Sheriff and DPPD Chief grant permission for the TEMS officers to carry a handgun in the BCSO and DPPD for the sole purposes of using the firearms range and when requested by BCSO for tactical planning or other TEMS related duties.
- h. BCSO will verify annual DOJ handgun qualifications of TEMS officers.
- i. BCSO will keep appropriate records documenting that TEMS officers are in compliance with this agreement.
- j. DPFR Battalion Chief, may allow any on-duty TEMS officers to immediately respond when requested.
- k. DPFR Battalion Chief, may allow any on-duty TEMS officer to attend all required training related to TEMS or firearms qualifications.

- l. Firearms will be DPPD issued or approved, including any modifications, additions or attachments. TEMS officers will ensure firearms and ammunition are stored securely and safely outside of city buildings.
 - m. Ammunition will be provided by BCSO.
 - n. Uniforms and equipment and PPE will be provided jointly between DPFR and BCSO.
 - o. DPFR will notify TEMS officers that any available insurance policy riders are the responsibility of the TEMS officers to purchase on their own and at their own expense.
 - p. DPFR will verify that TEMS officers are certified and properly credentialed for TEMS services, including any individual or service endorsements.
 - q. DPFR agrees and acknowledges that the use of TEMS services is at the discretion of the DPFR Chief or designee and are not subject to labor negotiations.
2. Staffing and activation:
- a. The TEMS program will have an optimal number of three personnel. Optimal would be one member on each shift. DPFR will evaluate and adjust based on operational need and staffing availability.
 - b. BCSO will be in charge of all incidents. TEMS will receive appropriate instructions by the Incident commander before deployment into a “Direct Threat Zone”.
 - c. The TEMS team will be activated upon request from BCSO. The OIC at the fire station will be informed by the TEMS member of the activation. TEMS members will report to the designated SWAT briefing location unless directed otherwise.
 - d. TEMS members will be assigned their own personal equipment that must be worn at all times upon deployment into a “Warm or Hot Zone”.
 - e. TEMS members will be armed. They must be accompanied by an armed law enforcement officer when entering any “Warm or Hot Zone”.
 - f. The jurisdictional ambulance service will be notified that a TEMS operation is taking place through the Incident Commander.
 - g. If TEMS are deployed from on-duty status, they may respond in DPFR ambulance or staff vehicle.

- h. There will be an in-house review of all incidents. Any TEMS activation where medical treatment was provided will be forwarded to the department's medical director for QA / QI review.
 - i. TEMS members active in an incident will be expected to attend the SWAT debriefing at the conclusion of an incident.
 - j. DPFR will conduct an annual review of the program and operating guidelines.
 - k. If on-duty personnel are utilized, DPFR may initiate back staffing if needed.
 - l. TEMS members may opt out of the program with approval from the Fire Chief.
3. Compensation:
- a. No additional pay will be rendered for obtaining or holding a TEMS certification.
 - b. All overtime will be paid in accordance with the CBA.

-END-

Sheriff's Office
Brown County

2684 Development Drive
Green Bay, Wisconsin 54311
Phone: (920) 448-4200

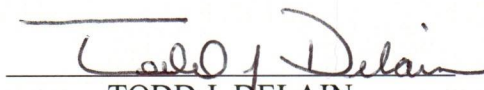


Todd J. Delain
Sheriff

DEPUTY SHERIFF STATUS- BROWN COUNTY

I, TODD J. DELAIN, the duly elected Sheriff of Brown County, Wisconsin, under WI Stat. 59.26 (5) do hereby appoint all certified medical staff of the Brown County Sheriff's Office SWAT Team to the status of Deputy Sheriff within the boundaries of the County of Brown. This limited authority will be granted to medical staff performing duties as an emergency responder to any and all SWAT calls within Brown County. This limited authority expires upon completion of each callout and is reinstated for subsequent callouts. This limited authority/status shall be effective immediately and will be upheld until the end of my elected term of January 03, 2027. The current TEM(s) Operators on the Brown County Sheriff's Office SWAT Team at the time of signing are as follows:

Dr. Steve Stroman
Dr. Bob Zemple
Jesse Belleau
Bob Madigan
Gabe Horne
Del Zuleger
Patrick Wallin


TODD J. DELAIN
Sheriff of Brown County



State of Wisconsin
Department of Health Services

1 WEST WILSON STREET
P.O. BOX 2659
MADISON WI 53701-2659

TELEPHONE: 608-266-1568
FAX: 608-261-6392
dhs.wisconsin.gov/EMS

4/07/2023

De Pere Fire Rescue TEMS
400 Lewis Street
De Pere, WI 54115

This is your Emergency Medical Services Provider license. Wis. Admin. Code § 110.46 states:

A License issued by the department to an emergency medical service provider is valid as long as the provider remains in continuous compliance with EMS-related federal and state statutes, this, chapter, and the operational plan approved by the department, or until the provider notifies the department in writing that it intends to cease providing emergency medical services or the department suspends or revokes the license.

License Number TEMS-6001025	State of Wisconsin DEPARTMENT OF HEALTH SERVICES	Valid Through 06/30/2026
License		
Paramedic with TEMS Endorsement		
TEMS Unit		
The EMS Service Provider listed below has complied with the provisions of the Wisconsin statutes and is hereby authorized to engage in this activity.		
De Pere Fire Rescue TEMS 400 Lewis Street De Pere, WI 54115		
NOT TRANSFERABLE		



2023 SENATE BILL 829

December 19, 2023 - Introduced by Senators WANGGAARD and CABRAL-GUEVARA, cosponsored by Representatives TUSLER, BEHNKE, BODDEN, DITTRICH, DONOVAN, EDMING, GUNDRUM, MAGNAFICI, MURPHY, ORTIZ-VELEZ and SCHRAA. Referred to Committee on Judiciary and Public Safety.

1 **AN ACT** *to amend* 165.85 (3) (a), 165.85 (3) (c), 165.85 (3) (cm) (intro.), 5. and 6.,
2 175.44 (1) (b) and 943.13 (4m) (bm); and *to create* 29.089 (2) (am), 29.091 (2)
3 (am), 29.621 (4) (am), 165.85 (2) (fh), 165.85 (4) (am), 440.26 (3m) (am), 941.23
4 (2) (am), 948.605 (2) (b) 2e. and 948.605 (3) (b) 5m. of the statutes; **relating to:**
5 allowing a tactical emergency medical services professional to carry a firearm
6 in prohibited areas.

Analysis by the Legislative Reference Bureau

Current law prohibits a person from carrying a firearm in certain places, including in public buildings, police stations, jails, courthouses, school zones, and places that are marked with a notification that it is trespassing to carry a firearm while on the property. Current law provides many exceptions, including an exception for law enforcement officers acting in the line of duty. This bill adds an exception that mirrors the exception for law enforcement officers for a tactical emergency medical services professional who is certified as such by the Law Enforcement Standards Board and acting in the line of duty. The bill defines a TEMS professional as a licensed emergency medical services professional who has been endorsed by the Department of Health Services as a person who provides medical services when operating as part of a tactical team.

Under current law, the Law Enforcement Standards Board regulates the training and recertification training of law enforcement officers. As part of

SENATE BILL 829

recertification training, an officer must complete an annual handgun operation qualification course. This bill requires LESB to establish minimum training standards to certify TEMS professionals, including the same annual handgun operation qualification course required for law enforcement officers.

For further information see the state fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. 29.089 (2) (am) of the statutes is created to read:

29.089 (2) (am) A person who is certified as a tactical emergency medical services professional under s. 165.85 (3) while acting in the line of duty.

SECTION 2. 29.091 (2) (am) of the statutes is created to read:

29.091 (2) (am) A person who is certified as a tactical emergency medical services professional under s. 165.85 (3) while acting in the line of duty.

SECTION 3. 29.621 (4) (am) of the statutes is created to read:

29.621 (4) (am) A person who is certified as a tactical emergency medical services professional under s. 165.85 (3) while acting in the line of duty.

SECTION 4. 165.85 (2) (fh) of the statutes is created to read:

165.85 (2) (fh) "Tactical emergency medical services professional" means a licensed emergency medical services professional who has been endorsed by the department of health services as a person who provides medical services when operating as part of a tactical team.

SECTION 5. 165.85 (3) (a) of the statutes is amended to read:

165.85 (3) (a) Promulgate rules for the administration of this section including the authority to require the submission of reports and information pertaining to the administration of this section by law enforcement agencies, tribal law enforcement agencies, jails, juvenile detention facilities, and schools approved by the board and

SENATE BILL 829

operated by or for this state or any political subdivision of the state for the specific purpose of training law enforcement recruits, law enforcement officers, tribal law enforcement recruits, tribal law enforcement officers, tactical emergency medical services professionals, jail officer recruits, jail officers, juvenile detention officer recruits, or juvenile detention officers in this state.

SECTION 6. 165.85 (3) (c) of the statutes is amended to read:

165.85 (3) (c) Except as provided under sub. (3m) (a), certify persons as being qualified under this section to be law enforcement officers, tribal law enforcement officers, tactical emergency medical services professionals, jail officers, or juvenile detention officers. Prior to being certified under this paragraph, a tribal law enforcement officer shall agree to accept the duties of law enforcement officers under the laws of this state.

SECTION 7. 165.85 (3) (cm) (intro.), 5. and 6. of the statutes are amended to read:

165.85 (3) (cm) (intro.) Decertify law enforcement officers, tribal law enforcement officers, tactical emergency medical services professionals, jail officers, or juvenile detention officers who do any of the following:

5. Are convicted of a felony or of any offense that, if committed in Wisconsin, could be punished as a felony. A law enforcement officer or tactical emergency medical services professional so convicted shall notify the board within 30 days of his or her conviction.

6. Are convicted of a misdemeanor crime of domestic violence, as defined in 18 USC 921 (a) (33), or are convicted of domestic abuse, as defined in s. 968.075 (1) (a), or the conviction is subject to the imposition of the domestic abuse surcharge under s. 973.055 (1), regardless of whether any part of the surcharge is waived by the court under s. 973.055 (4). A law enforcement officer or tactical emergency medical

SENATE BILL 829**SECTION 7**

1 services professional so convicted shall notify the board within 30 days of his or her
2 conviction.

3 **SECTION 8.** 165.85 (4) (am) of the statutes is created to read:

4 165.85 (4) (am) *Tactical emergency medical services professionals.* 1. The board
5 shall establish minimum training standards for tactical emergency medical services
6 professionals. In establishing the minimum training standards, the board shall
7 consider recommendations made by the curriculum advisory committee. The board
8 may amend the standards as needed to respond to technological changes affecting
9 law enforcement or tactical emergency medical services, additional
10 recommendations made by the curriculum advisory committee, or other conditions
11 affecting the public interest in maintaining training standards of a proper
12 professional character. Notwithstanding s. 227.10 (1), the standards established
13 under this subdivision need not be promulgated as rules under ch. 227.

14 2. No person may be certified as a tactical emergency medical services
15 professional, except on a temporary or probationary basis, unless the person has
16 satisfactorily met the standards established under subd. 1. and has been certified by
17 the board as being qualified to be a tactical emergency medical services professional.

18 3. A person who has met the minimum training standards established under
19 subd. 1., and who seeks certification as a tactical emergency medical services
20 professional, shall be fingerprinted on 2 fingerprint cards, each bearing a complete
21 set of the person's fingerprints, or by other technologies approved by the department
22 of justice. The fingerprints shall be submitted to the department of justice for
23 verification of the identify of the person fingerprinted and to obtain records of his or
24 her criminal arrests and convictions in Wisconsin. The department of justice shall
25 provide for the submission of the fingerprint cards or fingerprints by other

SENATE BILL 829

1 technologies to the federal bureau of investigation for the purpose of verifying the
2 person fingerprinted and obtaining records of his or her criminal arrests and
3 convictions on file with the federal bureau of investigation.

4 4. No person who has been convicted of any federal felony, any crime of domestic
5 violence, or of any offense that, if committed in Wisconsin, could be punished as a
6 felony qualifies for certification as a tactical emergency medical services professional
7 unless he or she has been granted an absolute and unconditional pardon for the
8 crime.

9 5. a. No person may continue to be certified as a tactical emergency medical
10 services professional unless that person maintains employment as a tactical
11 emergency medical services professional and meets annual recertification training
12 standards. A tactical emergency medical services professional who is subject to this
13 subdivision shall meet the recertification standards each fiscal year beginning in the
14 fiscal year following the fiscal year in which he or she is certified as a tactical
15 emergency medical services professional by the board.

16 b. Each tactical emergency medical services professional who is subject to this
17 subdivision shall annually complete a handgun qualification course from curricula
18 based upon model standards established by the board under par. (e). Hours of
19 training completed under this subd. 5. b. shall count toward the hours of training
20 required for certification.

21 **SECTION 9.** 175.44 (1) (b) of the statutes is amended to read:

22 175.44 (1) (b) "Law enforcement officer" has the meaning given in s. 165.85 (2)
23 (c) and includes a tactical emergency medical services professional certified under
24 s. 165.85 (3).

25 **SECTION 10.** 440.26 (3m) (am) of the statutes is created to read:



Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: Fire
FROM: Al Matzke, Fire Chief
SUBJECT: Recommendation from the Finance/Personnel Committee to Award Project 24-21 for Fire Station Storage Shed to RJM Construction LLC in the amount of \$197,900.00 and Increase Bonding for the Project by an Additional \$68,000.00.
RECOMMENDED ACTION: Motion to approve.

Finance/Personnel Committee voted unanimously at its March 11, 2025 meeting to recommend approval of this item.

ATTACHMENTS:

FD storage shed_memo, Project 24-21 Storage Shed, 2025 0303 Project 24-21 Award, 2025 0220 CE_Project 24-21_Bid Tab

Memo



To: Honorable Mayor James Boyd
Members of the Common Council

From: Fire Chief Alan Matzke

Date: March 11, 2025

Re: Consideration and Possible Action on Request to accept proposal and increase bonding for Fire Department storage shed

On behalf of De Pere Fire Rescue, I respectfully request your consideration to accept the proposal to construct a cold storage building at our station 2 location. Unfortunately, the proposals are all in excess of the approved budget amount of \$150,000 in the 2024 budget. The lowest bid was \$68,000 over the budgeted amount so I am asking you to consider increasing the bonding by this amount to complete the project.

Our station 1 was designed and constructed in 1965 and our station 2 in 1972 based on the respective needs of the department at the time. We currently have evolved over the past 50-60 years into larger equipment and have increased the amount of equipment as well.

Our facilities are bursting at the seams, and we currently store many vehicles outside and unprotected. Station 2 location offers a large lot, and the city has invested in a robust renovation of the property in the last 10 years, so the long-term plan is to maintain this fire department location long into the future making this a great location for a storage building.

The intent of the building is cold storage only and the building was designed to be as cost effective as possible but must meet all current zoning requirements.

Our city Engineering department worked with Robert E Lee to develop plans and specifications and requested proposals for constructing the project. The budget underestimate was my mistake. I failed to anticipate the costs of developing the plans and specifications as well as the increased construction and material costs.

The memo attached from Eric Rakers includes the details of the proposals along with recommendations regarding the project. Our finance department indicated that bonding occurred for the original amount in the 2024 budget but is pending for 2025, therefore, I am humbly requesting to increase the 2025 bonding amount to include the \$68,000 to complete the project in 2025.

Thank you for your consideration. If you have any questions, please do not hesitate to ask.

CITY OF DE PERE MEMO



To: Chief Matzke
From: Eric Rakers, City Engineer
Date: March 3, 2025

RE: Project 24-21 Fire Station Storage Bid

The Engineering Department received bids for Project 24-17 Fire Station Storage Shed on Thursday, February 20, 2025. This project involves the construction of a storage shed/garage at the West Side Fire Station. The bid included a base bid for the building construction and an alternate bid for extending a sanitary lateral to service the building floor drain. The bids received are as follows:

Contractor	Base Bid	Alternate 1	Amount
RJM Construction LLC	\$197,900.00	\$24,550.00	\$222,450.00
A.C.E. Building Service	\$209,828.00	\$21,965.00	\$231,793.00
Alliance Construction and Design	\$223,567.00	\$21,138.00	\$244,705.00
Elite Builds, Inc.	\$229,590.00	\$20,000.00	\$249,590.00
IEI General Contractors	\$261,812.00	\$27,626.00	\$289,438.00
Cardinal Construction Co. Inc.	\$263,359.00	\$29,414.00	\$292,773.00
Milbach Construction Services, Co.	\$288,466.00	\$24,670.00	\$313,136.00
Frank O. Zeise Construction Co., Inc.	\$314,242.00	\$27,656.00	\$341,898.00

There is a total of eight bids ranging from \$197,900.00 to \$314,242.00. The budget for this project is \$150,000.00. In addition to the construction, there are additional fees for design and advertising which total \$8,708.41.

The project is designed to minimize costs while meeting City codes. The building is only for storage and will not have a water service. Considering the cost, and because there is no water, the sanitary lateral and floor drain can be eliminated. If the project is to proceed with the base bid, the bonding should be increased from \$150,000 to \$218,000 to cover the additional construction cost, design costs, and provide a contingency for the construction.

Staff recommends the project be awarded to RJM Construction LLC for the base bid of \$197,900.00 and bonding be increased for the project from \$150,000 to \$218,000.

Attachments:
2025 0220 CE_Project 24-21_Bid Tab
Project 24-21 Storage Shed



Project 24-21
Fire Station Storage Shed

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8	
				RJM Construction LLC		A.C.E. Building Service		Alliance Construction and Design		Elite Builds, Inc.		IEI General Contractors		Cardinal Construction Co. Inc.		Milbach Construction Services, Co.		Frank O. Zeise Construction Co., Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
BASE BID																			
BB-01	Fire Station Storage Shed Lump Sum Bid	LS	1	\$197,900.00	\$197,900.00	\$209,828.00	\$209,828.00	\$223,567.00	\$223,567.00	\$229,590.00	\$229,590.00	\$261,812.00	\$261,812.00	\$263,359.00	\$263,359.00	\$288,466.00	\$288,466.00	\$314,242.00	\$314,242.00
ALTERNATE 1																			
A-01	Sanitary Sewer Lateral	LS	1	\$24,550.00	\$24,550.00	\$21,965.00	\$21,965.00	\$21,138.00	\$21,138.00	\$20,000.00	\$20,000.00	\$27,626.00	\$27,626.00	\$29,414.00	\$29,414.00	\$24,670.00	\$24,670.00	\$27,656.00	\$27,656.00
BASE + ALTERNATE AMOUNT BID:				\$222,450.00		\$231,793.00		\$244,705.00		\$249,590.00		\$289,438.00		\$292,773.00		\$313,136.00		\$341,898.00	



Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: Engineering
FROM: Scott Thoresen, Public Works Director
SUBJECT: Recommendation from the Board of Public Works on Policy for Installation of New Utility Service Lines to Vacant Lots.
RECOMMENDED ACTION: Staff recommends approval

The Board of Public Works at the March 10, 2025 meeting approved the policy for installation of new utility service lines to vacant lots whereas owners of vacant parcels that lack sanitary sewer laterals or water service lines be notified of upcoming utility relay and reconstruction projects and be given the option to have sanitary sewer lines or water service lines installed at the time of the utility relay and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:
2025 0310 CI_BOPW_New_Lateral_Policy

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: March 10, 2025

RE: **Consideration and possible action on policy for installation of new utility service lines to vacant lots***

The intent of this memo is to create a policy for the installation of sanitary lateral and water service lines to vacant lots in existing areas of the City. Specifically, there are vacant lots without sanitary laterals and/or water services in areas where sewer and water work is occurring. Extension of sanitary laterals and water services would be assessed to property owners.

Background

Sanitary sewer laterals are owned by the property owners from their home to the sanitary sewer main. As part of the City's utility relay projects, the sanitary sewer lateral is either relayed to the right-of-way line, or pipe-burstured to the basement cleanout for those properties that choose to participate in the City's full-length lateral replacement program. As outlined in Municipal Code Section 26-4, the installation of sanitary sewer laterals are required at the time of the sanitary sewer main construction. A copy of Section 26-4 is included as part of Attachment 1.

Water service lines are owned by the property owners from their home to the curb stop. As part of the City's utility relay projects, the water service line is reinstalled from the newly relayed water main's location to the right-of-way line where a new curb stop is installed. As outlined in Municipal Code Section 26-2, the installation of water service lines is required at the construction or extension of a water main. A copy of Section 26-2 is included with this memo as Attachment 1.

Storm sewer lines are owned by property owners from their home to the storm sewer main and are automatically installed to the right-of-way line as part of new road construction or reconstruction. On utility relay projects, storm sewer laterals are provided to the right-of-way line when requested or when ordered by the Director of Public Works to address storm drainage issues pursuant to Section 26-6 of the Municipal Code. A copy of Section 26-6 is included with this memo as Attachment 2.

When the City completes a utility relay job, no new utility is constructed unless requested by the residents or ordered by the Director of Public Works to provide storm sewer service. Aging water mains and water service lines are replaced within the right-of-way lines, and sanitary sewer lines are replaced to mitigate any damage that may occur during water main and water service replacement work.

Discussion

Engineering staff has encountered several vacant parcels abutting roads slated for utility relay work as part of the 2025 Capital Improvements Program. These vacant parcels lack one or more of the service lines that would accommodate future home construction. Examples of these vacant parcels are shown below:

Example 1 – 631 Third Street

As shown in Figure 1, 631 Third Street is a parking lot for St. Norbert College. Aerial imagery shows a home at this location in the 1970s. There are currently no known service lines to this property. The City most likely required the abandonment of any existing service lines to this property when the home was razed to build the new parking lot. These service line abandonments are done to prevent inflow and infiltration from entering aging and deteriorating sanitary sewer laterals and to minimize water loss from aging and deteriorating water service lines. The vacant lot to the east at 216 Pleasant Place (also owned by St. Norbert College) has both a sanitary sewer lateral and a water service line present. Because they are present, both the sanitary sewer and water service lines to 216 Pleasant Place would be replaced to the right-of-way line as part of Project 25-01 Sewer and Water Relay and Street Resurfacing.



Figure 1 - 631 Third Street

Example 2 – Parcel #WD-128-1-1

As shown in Figure 2, parcel #: WD-128-1-1 is a vacant lot owned by 609 Martin Street - one lot to the south. This vacant lot has an existing sanitary sewer lateral but lacks a water service line. The sanitary sewer lateral would be replaced to the right-of-way line as part of Project 25-01 Sewer and Water Relay and Street Resurfacing.

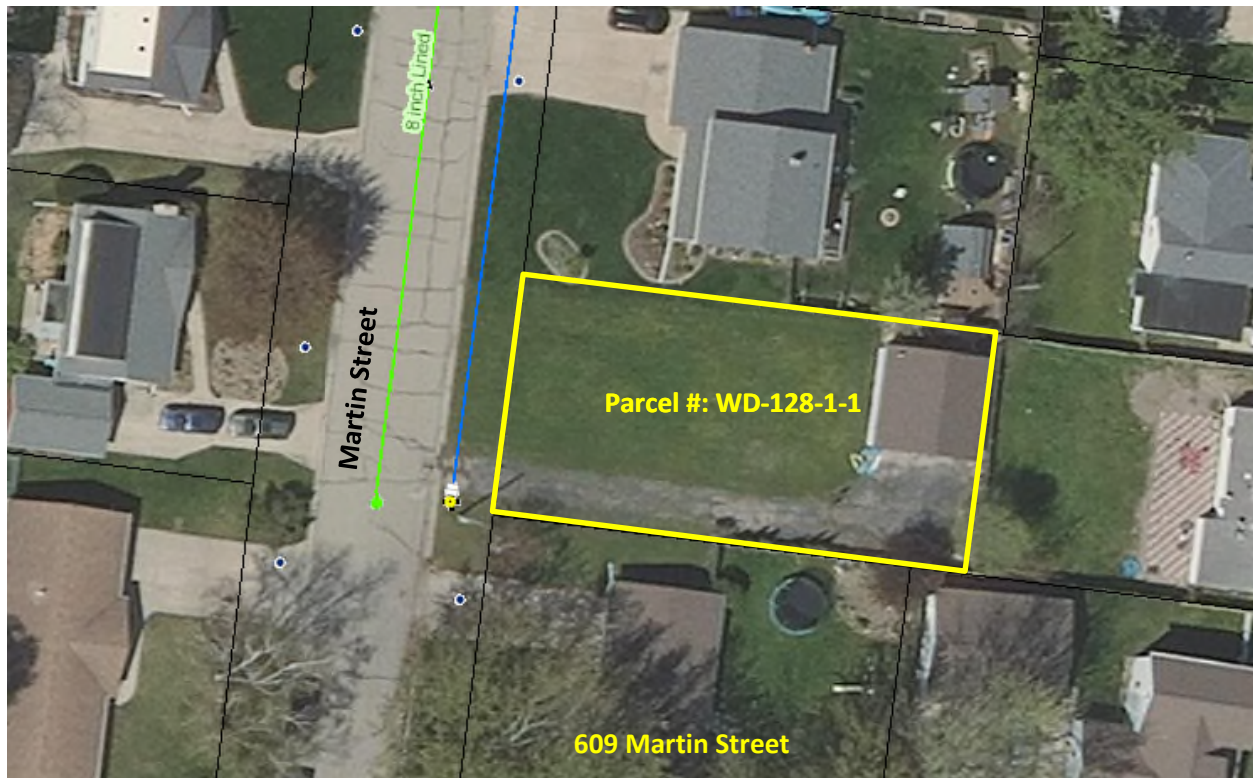


Figure 2 – Parcel #: WD-128-1-1

Example 3 – 414, 435, & 436 Randall Avenue and 908 Oakdale Avenue

On Project 25-02 Northeast Street Reconstruction, staff have encountered a few properties that are comprised of multiple parcels as shown in Figure 3. Of these vacant lots, only Parcels #: ED-156 and ED-165 are currently serviced by sanitary sewer lateral stubs. Both sanitary sewer lateral stubs come off the abutting alley and are experiencing significant inflow and infiltration. Due to this inflow and infiltration, staff are considering eliminating these lateral stub connections to the sanitary sewer main with an internal sewer liner. Previously, the sanitary sewer lateral stubs for parcels #: ED-140, ED-141, and ED-142 were lined through due to inflow and infiltration. There are no water service lines to any of these vacant parcels.

In addition to the lack of service to these lots, Parcel #: ED-156 also lacks any abutting water main. To service this lot, a water main would need to be extended to abut this property to have a water service line installed to the right-of-way line. If constructed, both the cost of the water main extension and the water service line would be borne onto the property owner as required in Municipal Code Section 26-2.

Lastly, the buildability of some of these lots is a concern. Engineering staff need to check with Building Inspection staff to determine if narrow parcels like ED-142 and ED-1212 are constructable with the available width and setback requirements. In 2016, a storm sewer lateral was not installed to parcel WD-6 on S. Sixth Street across from the Municipal Service Center because the Building Inspector determined the lot was unbuildable.



Figure 3 - 414, 435, & 436 Randall Avenue and 908 Oakdale Avenue

Recommendation

Staff recommends that owners of vacant parcels that lack sanitary sewer laterals or water service lines be notified of upcoming utility relay and reconstruction projects and be given the option to have sanitary sewer lines or water service lines installed at the time of the utility relay. Staff does not recommend any changes for the installation of storm sewer laterals or for the installation of service lines as part of new road constructions or extensions. If these homeowners then request to have the City provide service to their vacant lots, the homeowner would then be special assessed for the subject improvements. Other costs like hard surface repairs are not included in these assessments. If the homeowner opts not to have new services installed to their vacant parcels, they will then potentially be responsible for higher lateral installation costs in the future as the roadway may need to be torn up and resurfaced to accommodate their work.

Attachments

- Attachment 1 Municipal Code Section 26-2 Water Main Installations and Section 26-4 Sanitary and Storm Sewer Main Extensions
- Attachment 2 Storm Sewer and Service Line (Lateral) Installation

ATTACHMENT 1

Sec. 26-2. - Water main installations.

- (a) Upon the installing of any water mains in any street, service lines shall also be installed.
- (b) Before a street is improved by the installing of curb and gutter or permanent surfacing, water service lines shall be installed.
- (c) A building site shall consist of a lot or a parcel of property, which in the opinion of the director of public works/city engineer or his or her designee is an approved building site. The location of the service line shall be determined by the director of public works/city engineer or his or her designee.
- (d) Upon the installation of a service line, the public works department shall be advised of the location of the service line, and the department of public works shall keep a permanent record of the installation.
- (e) The water utility shall cause the property owner benefited by the installation to be billed, if the address of the property owner is known, and the property owner shall pay the charges of the installation within 30 days after the date of the sending of the bill. If the charges are not paid within 30 days, the charges shall become a special assessment against the property benefited, shall be extended on the tax roll and collected as a special assessment, the same as for the installation of water mains.
- (f) For the property benefited by the installation of the water service line there shall be no tapping charge when a connection is made to the service line.

Sec. 26-4. - Sanitary and storm sewer main extensions.

All new storm sewer and sanitary sewer main extensions within the city may be chargeable to benefited property by means of a special assessment to be levied upon the benefited property as determined by the common council pursuant to the procedures set forth in Wis. Stats. § 66.0703. Service lines (laterals) shall be installed at the time the storm sewer and sanitary sewer main extensions are installed for each building site, and such property may be assessed for benefits derived from such installation as determined by the common council in accordance with [section 13-8](#).

ATTACHMENT 2

Sec. 26-6. - Storm sewer and service line (lateral) installation.

(a) *New construction.*

- (1) *Installation.* Storm sewer main and lateral installation to each lot of record shall be constructed at the time of initial road improvements. The location of the lateral shall be as determined by the city engineer or designee.
- (2) *Costs of installation.* The costs of such storm sewer main and lateral installation shall be paid for as provided in [section 13-8](#).

(b) *Street reconstruction.*

- (1) *Installation.* Storm sewer main and lateral installation to each lot of record shall be constructed at the time of street reconstruction in those streets which do not have storm sewer service. The location of the lateral installation shall be as determined by the city engineer or designee.
- (2) *Costs of installation.* The costs of such storm sewer main and lateral installation shall be paid for as provided in [section 13-8](#).

(c) *Street resurfacing.*

- (1) *Installation.* Storm sewer main and lateral installation to each lot of record shall be constructed during street resurfacing improvements when:
 - a. Requested by a property owner along the street to be resurfaced; or
 - b. When ordered by the director of public works to address drainage issues.The location of the lateral installation shall be as determined by the city engineer or designee.
- (2) *Costs of installation.* The costs of such storm sewer main and lateral installation shall be paid for as provided in [section 13-8](#).

(d) *Without other construction.*

- (1) *Installation.* The term "mini-storm sewer" means a storm sewer main of a smaller diameter than the traditional storm sewer main, intended to provide drainage for sump pumps and backyard drains and laterals. Mini storm sewers may be installed behind the curb line when:
 - a. Requested by a property owner to address storm drainage issues; or
 - b. When ordered by the director of public works to address drainage issues.The extent of a mini-storm sewer shall be determined by the city engineer or designee based upon the drainage needs of the immediate vicinity.
- (2) *Costs of installation.* The costs of such mini-storm sewer and lateral installation shall be paid for as provided in [section 13-8](#).



Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: Engineering
FROM: Scott Thoresen, Public Works Director
SUBJECT: Recommendation from the Board of Public Works on Award of Contract 25-01 Sewer and Water Relay and Street Resurfacing to Jossart Brothers, Inc in the Amount of \$1,798,868.90.
RECOMMENDED ACTION: Accept the bid from Jossart Brothers, Inc.

The Board of Public Works at the March 10, 2025 meeting approved award of Contract 25-01 Sewer and Water Relay and Street Resurfacing to Jossart Brothers, Inc in the amount of \$1,798,868.90 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

2025 0310 CI_BOPW_Award_25-01, 2025 0220 CE_Project 25-01_Bid Tab

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: March 10, 2025

RE: **Consideration and possible action on award of Contract 25-01 Sewer and Water Relay and Street Resurfacing***

The Engineering Department received bids on Project 25-01 Sewer and Water Relay and Street Resurfacing on Thursday, February 20, 2025. This project involves relaying water main at various locations around the City due to the deteriorated condition, relaying sanitary laterals, and the addition of storm sewer. The streets will be pulverized or milled prior to being resurfaced. The bids received are as follows:

Contractor	Amount
Jossart Brothers, Inc.	\$1,798,868.90
Kruczek Construction, Inc.	\$1,844,444.44
De Groot, Inc.	\$2,120,397.57
Dorner, Inc.	\$2,177,445.00

The allocated funding amount from the capital improvement budget is \$1,890,000, which is broken down as follows:

- Storm Water Utility \$550,000.00
- Water Utility: \$560,000.00
- Street Management (Taxes and General Obligation Debt): \$280,000.00
- Sewerage Utility: \$290,000.00
- TID #12 \$145,000.00
- TID #17 \$65,000.00

Staff's recommendation is to accept the bid from Jossart Brothers, Inc. in the amount of \$1,798,868.90.

Attachments:

2025 0220 CE_Project 25-01_Bid Tab (PDF)



Project 25-01
Sewer and Water Relay and Street Resurfacing

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Jossart Brothers, Inc.		Kruczek Construction Inc.		De Groot, Inc.		Dorner Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER											
SS-01	Provide 8" PVC Sanitary Sewer	LF	145	\$140.00	\$20,300.00	\$162.60	\$23,577.00	\$155.79	\$22,589.55	\$179.00	\$25,955.00
SS-02	Provide 6" PVC Sanitary Sewer Lateral	LF	110	\$110.00	\$12,100.00	\$90.00	\$9,900.00	\$112.86	\$12,414.60	\$115.00	\$12,650.00
SS-03	Remove and Relay 6" or 4" PVC Sanitary Sewer Lateral	LF	605	\$89.00	\$53,845.00	\$107.50	\$65,037.50	\$97.19	\$58,799.95	\$118.00	\$71,390.00
SS-04	Provide Sanitary Sewer Riser	VF	20	\$125.00	\$2,500.00	\$157.00	\$3,140.00	\$202.00	\$4,040.00	\$177.00	\$3,540.00
SS-05	Slip Line 6" Sanitary Sewer Lateral	LF	90	\$25.00	\$2,250.00	\$45.00	\$4,050.00	\$61.92	\$5,572.80	\$48.00	\$4,320.00
SS-06	Provide Factory Cut in PVC 8"X6" Wye	EA	2	\$500.00	\$1,000.00	\$2,000.00	\$4,000.00	\$3,849.64	\$7,699.28	\$3,537.00	\$7,074.00
SS-07	Provide 6" or 4" Saddle to Existing Sanitary Sewer	EA	7	\$200.00	\$1,400.00	\$1,900.00	\$13,300.00	\$2,015.51	\$14,108.57	\$1,758.00	\$12,306.00
SS-08	Provide 6" or 4" Watertight Connection to Existing Sanitary Manhole for Lateral Relay	EA	2	\$500.00	\$1,000.00	\$550.00	\$1,100.00	\$1,515.00	\$3,030.00	\$1,976.00	\$3,952.00
SS-09	Pipe Burst Sanitary Sewer Lateral	LF	1700	\$10.30	\$17,510.00	\$10.25	\$17,425.00	\$10.40	\$17,680.00	\$10.60	\$18,020.00
SS-10	Provide Pipe Burst Connections	EA	25	\$4,850.00	\$121,250.00	\$485.00	\$12,125.00	\$4,941.43	\$123,535.75	\$5,015.00	\$125,375.00
SS-11	Provide Extra Pipe Burst Excavation	EA	6	\$515.00	\$3,090.00	\$510.00	\$3,060.00	\$520.15	\$3,120.90	\$528.00	\$3,168.00
SS-12	Provide Additional Riser/Cleanout in Basement	VF	6	\$206.00	\$1,236.00	\$205.00	\$1,230.00	\$208.06	\$1,248.36	\$211.00	\$1,266.00
SS-13	Provide Pipe Burst Pre Televising	EA	25	\$155.00	\$3,875.00	\$153.00	\$3,825.00	\$156.55	\$3,913.75	\$158.00	\$3,950.00
SS-14	Provide Pipe Burst Post Televising	EA	25	\$155.00	\$3,875.00	\$153.00	\$3,825.00	\$156.55	\$3,913.75	\$158.00	\$3,950.00
SS-15	Provide Sump Pump Basin	EA	6	\$775.00	\$4,650.00	\$765.00	\$4,590.00	\$780.23	\$4,681.38	\$792.00	\$4,752.00
SS-16	Provide Sanitary Sewer Lateral Tracer Wire Box	EA	10	\$50.00	\$500.00	\$85.00	\$850.00	\$126.25	\$1,262.50	\$61.00	\$610.00
SS-17	Provide 4' Diameter Sanitary Sewer Manhole	VF	15	\$530.00	\$7,950.00	\$486.00	\$7,290.00	\$635.20	\$9,528.00	\$594.00	\$8,910.00
SS-18	Remove and Replace 4' Diameter Sanitary Sewer Manhole	VF	15	\$550.00	\$8,250.00	\$710.00	\$10,650.00	\$906.17	\$13,592.55	\$1,185.00	\$17,775.00
SS-19	Core Drill Sanitary Manhole	EA	1	\$1,500.00	\$1,500.00	\$660.00	\$660.00	\$4,545.00	\$4,545.00	\$3,818.00	\$3,818.00
SS-20	Connect to Existing Sanitary Sewer Main	EA	1	\$500.00	\$500.00	\$975.00	\$975.00	\$3,535.00	\$3,535.00	\$2,023.00	\$2,023.00
SS-21	Connect to Existing Sanitary PVC Lateral at Main	EA	14	\$250.00	\$3,500.00	\$600.00	\$8,400.00	\$1,802.13	\$25,229.82	\$1,382.00	\$19,348.00
SS-22	Dig Down, Locate, and Raise Sanitary Manhole	EA	3	\$1,200.00	\$3,600.00	\$975.00	\$2,925.00	\$1,818.00	\$5,454.00	\$1,419.00	\$4,257.00
SS-23	Abandon Sanitary Lateral at Main	EA	2	\$2,750.00	\$5,500.00	\$1,800.00	\$3,600.00	\$3,030.00	\$6,060.00	\$3,035.00	\$6,070.00
STORM SEWER											
ST-01	Provide 12" PVC, RCP (Class III), or PP Storm Sewer (Granular Backfill)	LF	1235	\$63.00	\$77,805.00	\$70.00	\$86,450.00	\$80.36	\$99,244.60	\$74.00	\$91,390.00
ST-02	Remove and Replace 12" RCP Class IV) Storm Sewer (Granular Backfill)	LF	55	\$70.00	\$3,850.00	\$78.25	\$4,303.75	\$91.33	\$5,023.15	\$94.00	\$5,170.00
ST-03	Provide 8" PVC Storm Sewer (Granular Backfill)	LF	985	\$61.00	\$60,085.00	\$65.50	\$64,517.50	\$78.57	\$77,391.45	\$64.00	\$63,040.00
ST-04	Remove and Replace 43x68" RCP (Class V) Storm Sewer (Granular Backfill)	LF	25	\$645.00	\$16,125.00	\$720.00	\$18,000.00	\$812.12	\$20,303.00	\$709.00	\$17,725.00
ST-05	Remove and Replace 43x68" RCP (Class V) Storm Sewer (Natural Backfill)	LF	145	\$570.00	\$82,650.00	\$675.00	\$97,875.00	\$686.16	\$99,493.20	\$623.00	\$90,335.00
ST-06	Provide 6 PVC Storm Sewer Lateral	LF	1500	\$55.00	\$82,500.00	\$50.75	\$76,125.00	\$53.03	\$79,545.00	\$56.00	\$84,000.00
ST-07	Provide 12"x6" Storm Branch or Inserta Tee	EA	20	\$300.00	\$6,000.00	\$260.00	\$5,200.00	\$523.18	\$10,463.60	\$569.00	\$11,380.00
ST-08	Provide 8"x6" Storm Branch	EA	18	\$150.00	\$2,700.00	\$157.75	\$2,839.50	\$485.81	\$8,744.58	\$266.00	\$4,788.00
ST-09	Provide Storm Sewer Lateral Tracer Wire Box	EA	55	\$50.00	\$2,750.00	\$105.30	\$5,791.50	\$82.82	\$4,555.10	\$61.00	\$3,355.00
ST-10	Provide 4' Diameter Storm Manhole	VF	50	\$890.00	\$44,500.00	\$868.00	\$43,400.00	\$1,021.31	\$51,065.50	\$1,040.00	\$52,000.00
ST-11	Provide 8' Diameter Storm Manhole	VF	10	\$1,380.00	\$13,800.00	\$1,650.00	\$16,500.00	\$1,537.46	\$15,374.60	\$2,007.00	\$20,070.00
ST-12	Provide 8' Diameter Storm Manhole (Doghouse Construction over Existing Sanitary Sewer)	VF	10	\$1,380.00	\$13,800.00	\$1,800.00	\$18,000.00	\$6,650.86	\$66,508.60	\$2,069.00	\$20,690.00
ST-13	Remove and Replace 4' Diameter Storm Manhole	VF	10	\$880.00	\$8,800.00	\$852.00	\$8,520.00	\$960.69	\$9,606.90	\$1,209.00	\$12,090.00
ST-14	Provide Type B Catch Basin	EA	3	\$3,350.00	\$10,050.00	\$3,475.00	\$10,425.00	\$3,373.53	\$10,120.59	\$4,059.00	\$12,177.00
ST-15	Remove and Replace Type B Catch Basin	EA	3	\$3,500.00	\$10,500.00	\$3,665.00	\$10,995.00	\$3,373.53	\$10,120.59	\$4,222.00	\$12,666.00
ST-16	Provide Type B Inlet	EA	4	\$3,500.00	\$14,000.00	\$3,350.00	\$13,400.00	\$3,373.62	\$13,494.48	\$3,845.00	\$15,380.00
ST-17	Remove and Replace Type B Inlet	EA	3	\$3,650.00	\$10,950.00	\$3,550.00	\$10,650.00	\$3,373.53	\$10,120.59	\$3,820.00	\$11,460.00
ST-18	Connect to Existing Storm Sewer Structure	EA	4	\$750.00	\$3,000.00	\$920.00	\$3,680.00	\$1,363.50	\$5,454.00	\$1,422.00	\$5,688.00
ST-19	Connect to Existing Storm Sewer Pipe	EA	10	\$500.00	\$5,000.00	\$1,375.00	\$13,750.00	\$1,693.97	\$16,939.70	\$1,742.00	\$17,420.00
ST-20	Connect to Existing Storm Sewer Pipe (Concrete Collar)	EA	1	\$2,500.00	\$2,500.00	\$810.00	\$810.00	\$2,020.00	\$2,020.00	\$2,604.00	\$2,604.00
ST-21	Provide 43x68" RCP Endwall	EA	1	\$5,500.00	\$5,500.00	\$5,400.00	\$5,400.00	\$5,925.67	\$5,925.67	\$5,438.00	\$5,438.00
ST-22	Storm Sewer Dig Down and Repair Lateral Connection	EA	1	\$1,500.00	\$1,500.00	\$1,400.00	\$1,400.00	\$2,272.50	\$2,272.50	\$2,337.00	\$2,337.00
ST-23	Dig Down and Verify Storm Sewer Pipe	EA	1	\$500.00	\$500.00	\$850.00	\$850.00	\$1,515.00	\$1,515.00	\$777.00	\$777.00
ST-24	Storm Sewer Outfall Repair	EA	5	\$2,000.00	\$10,000.00	\$2,600.00	\$13,000.00	\$2,636.10	\$13,180.50	\$3,995.00	\$19,975.00
ST-25	Abandon/Remove Existing Storm Sewer Appurtenances	LS	1	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$12,625.00	\$12,625.00	\$7,607.00	\$7,607.00
WATER MAIN											
W-01	Provide 12" PVC Water Main (Natural Backfill)	LF	10	\$150.00	\$1,500.00	\$352.50	\$3,525.00	\$146.45	\$1,464.50	\$303.00	\$3,030.00
W-02	Provide 8" PVC Water Main (Granular Backfill)	LF	1550	\$98.00	\$151,900.00	\$104.00	\$161,200.00	\$93.76	\$145,328.00	\$121.00	\$187,550.00
W-03	Directional Drill 8" PVC Water Main	LF	1030	\$83.00	\$85,490.00	\$88.00	\$90,640.00	\$78.00	\$80,340.00	\$104.00	\$107,120.00



Project 25-01
Sewer and Water Relay and Street Resurfacing

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Jossart Brothers, Inc.		Kruczek Construction Inc.		De Groot, Inc.		Dorner Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-24	Drilled Dowel Bars	EA	20	\$15.45	\$309.00	\$15.30	\$306.00	\$15.60	\$312.00	\$16.00	\$320.00
SD-25	Provide Detectable Warning Field (5'-Natural Patina)	EA	8	\$360.00	\$2,880.00	\$355.00	\$2,840.00	\$374.51	\$2,996.08	\$370.00	\$2,960.00
SD-26	Temporary Asphalt Patch (Fox River Trail)	LS	1	\$1,750.00	\$1,750.00	\$2,529.55	\$2,529.55	\$2,020.00	\$2,020.00	\$1,747.00	\$1,747.00
SD-27	Landscaping Topsoil, Seed, Fertilizer and Mulch	SY	2000	\$8.40	\$16,800.00	\$10.25	\$20,500.00	\$6.06	\$12,120.00	\$9.20	\$18,400.00
SD-28	Landscaping Topsoil, Seed, Fertilizer and Revegetation Mat Class 1 Urban (807 N. Broadway Street & Outfall Repairs)	SY	1150	\$8.50	\$9,775.00	\$12.00	\$13,800.00	\$8.08	\$9,292.00	\$10.80	\$12,420.00
SPECIAL CONSTRUCTION											
SC-01	Pipe Foundation Stabilization	CY	100	\$0.01	\$1.00	\$1.00	\$100.00	\$35.35	\$3,535.00	\$28.00	\$2,800.00
SC-02	Provide Silt Fence	LF	70	\$3.15	\$220.50	\$3.00	\$210.00	\$5.05	\$353.50	\$7.00	\$490.00
SC-03	Provide Cofferdam	LS	1	\$20,000.00	\$20,000.00	\$11,500.00	\$11,500.00	\$2,525.00	\$2,525.00	\$37,403.00	\$37,403.00
SC-04	Provide Turbidity Barrier	LS	1	\$1,500.00	\$1,500.00	\$2,600.00	\$2,600.00	\$1,515.00	\$1,515.00	\$5,858.00	\$5,858.00
SC-05	Inlet Protection Type B	EA	10	\$55.00	\$550.00	\$76.50	\$765.00	\$151.50	\$1,515.00	\$87.00	\$870.00
SC-06	Inlet Protection Type D	EA	20	\$85.00	\$1,700.00	\$100.00	\$2,000.00	\$151.50	\$3,030.00	\$114.00	\$2,280.00
SC-07	Provide Heavy Rip Rap With Geotextile Fabric Type HR (24" Depth)	SY	10	\$80.00	\$800.00	\$76.50	\$765.00	\$75.75	\$757.50	\$75.00	\$750.00
SC-08	Provide Medium Rip Rap With Geotextile Fabric Type HR (18" Depth)	SY	95	\$65.00	\$6,175.00	\$65.00	\$6,175.00	\$55.55	\$5,277.25	\$54.00	\$5,130.00
SC-09	Adjust Manhole	EA	1	\$600.00	\$600.00	\$700.00	\$700.00	\$959.50	\$959.50	\$558.00	\$558.00
SC-10	Adjust Manhole and Provide New Casting	EA	6	\$1,100.00	\$6,600.00	\$925.00	\$5,550.00	\$1,363.50	\$8,181.00	\$1,134.00	\$6,804.00
SC-11	Adjust Manhole and Provide New Casting (Hand Dig)	EA	1	\$1,200.00	\$1,200.00	\$1,050.00	\$1,050.00	\$1,363.50	\$1,363.50	\$1,186.00	\$1,186.00
SC-12	Reconstruct Manhole	VF	5	\$500.00	\$2,500.00	\$496.00	\$2,480.00	\$753.89	\$3,769.45	\$571.00	\$2,855.00
SC-13	Reconstruct Manhole and Provide New Casting	VF	8	\$600.00	\$4,800.00	\$550.00	\$4,400.00	\$860.95	\$6,887.60	\$776.00	\$6,208.00
SC-14	Remove, Salvage and Reinstall Chain Link Fence	LS	2	\$2,000.00	\$4,000.00	\$2,300.00	\$4,600.00	\$2,020.00	\$4,040.00	\$3,369.00	\$6,738.00
SC-15	Repair Sprinkler System - 823 N. Broadway (if Required)	EA	1	\$800.00	\$800.00	\$205.00	\$205.00	\$1,515.00	\$1,515.00	\$1,037.00	\$1,037.00
TOTAL AMOUNT BID:				\$1,798,868.90		\$1,844,444.44		\$2,120,397.57		\$2,177,445.00	



City of De Pere, Wisconsin

I.18

Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: Engineering
FROM: Scott Thoresen, Public Works Director
SUBJECT: Recommendation from the Board of Public Works on Award of Contract 25-03 Sewer Lining to Visu-Sewer, LLC in the Amount of \$530,264.00.
RECOMMENDED ACTION: Accept the bid from Visu-Sewer, LLC

The Board of Public Works at the March 10, 2025 meeting approved award of Contract 25-03 Sewer Lining to Visu-Sewer, LLC in the amount of \$530,264.00 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

2025 0310 CI_BOPW_Award_25-03, 2025 0220 CE_Project 25-03_Bid Tab

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: March 10, 2025

RE: **Consideration and possible action on award of Contract 25-03 Sewer Lining***

The Engineering Department received bids on Project 25-03 Sewer Lining on February 20, 2025. The project consists of pipelining deteriorated sewers at locations around the City. The bids received are as follows:

Contractor	Amount
Visu-Sewer, LLC	\$530,264.00
Insituform Technologies USA, LLC	\$644,688.24

The budgeted amount from the capital improvement program is \$676,000. Funding will be \$426,000 from the Sewage Revenue Fund and \$250,000 from the Storm Water Utility.

Staff's recommendation is to accept the bid from Visu-Sewer, LLC in the amount of \$530,264.00.

Attachments:

2025 0220 CE_Project 25-03_Bid Tab (PDF)



**Project 25-03
Sewer Lining**

				BIDDER NO. 1		BIDDER NO. 2	
				Visu-Sewer		Insituform Technologies USA, LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SP-01	Lande Street - 8" Clay (H7-VX80YA to H7-YZ4OKH)	LF	399	\$38.75	\$15,461.25	\$43.60	\$17,396.40
SP-02	Marsh Street - 8" Clay (I7-CUQXUL to I7-AW3Y4C)	LF	257	\$38.75	\$9,958.75	\$56.00	\$14,392.00
SP-03	N Adams Street - 8" Concrete (J8-HLKIXG to J8-GE5GGB)	LF	357	\$38.75	\$13,833.75	\$46.27	\$16,518.39
SP-04	Alley - Michigan/Superior - Morris to Ridgeway - 8" Clay (J8-4OPWGQ to J8-40YV4C)	LF	194	\$38.75	\$7,517.50	\$67.40	\$13,075.60
SP-05	Easement - Morris/Ridgeway - Michigan to Superior - 10" Clay (J8-3JUX0L to J8-4OPWGQ)	LF	164	\$53.50	\$8,774.00	\$80.16	\$13,146.24
SP-06	Aldrin Street - 8" Concrete (H8-EKQ2DL to H8-HNZ2E4)	LF	400	\$38.75	\$15,500.00	\$43.59	\$17,436.00
SP-07	Alley - Oakdale/Lawton - Randall to Termini - 8" Clay (J9-6YX4D2 to J9-78S596)	LF	128	\$38.75	\$4,960.00	\$91.31	\$11,687.68
SP-08	Alley - Oakdale/Lawton - Ridgeway to Randall - 8" Clay (New Manhole to J8-5FP18O)	LF	280	\$38.75	\$10,850.00	\$55.20	\$15,456.00
SP-09	St Anthony Drive - 8" Concrete (H8-EJ0056 to H8-HLY05N)	LF	399	\$38.75	\$15,461.25	\$43.61	\$17,400.39
SP-10	Webster Avenue - 8" Concrete (J8-INV8V2 to J8-HOA6WF)	LF	285	\$38.75	\$11,043.75	\$52.59	\$14,988.15
SP-11	Webster Avenue - 8" Concrete (J8-M03FLC to J8-NRBJ1Q)	LF	503	\$38.75	\$19,491.25	\$52.49	\$26,402.47
SP-12	Webster Avenue - 8" Concrete (J8-Q2GNGV to J8-O9EJU7)	LF	526	\$38.75	\$20,382.50	\$45.49	\$23,927.74
SP-13	Webster Avenue - 8" Clay (J8-Q2GNGV to J8-R7SPQO)	LF	330	\$38.75	\$12,787.50	\$48.29	\$15,935.70
SP-14	Webster Avenue - 8" Clay (J8-SCLS0J to J8-JG2U7R)	LF	319	\$38.75	\$12,361.25	\$49.25	\$15,710.75
SP-15	807 N Broadway Street (Fox River - Broadway) - 12" Concrete (I9-VTK1XE to I9-YW70FI)	LF	443	\$68.75	\$30,456.25	\$78.61	\$34,824.23
SP-16	823 N Broadway Street (Fox River - Broadway) - 15" Concrete (I9-XTP51H to J9-16N3BJ)	LF	493	\$84.50	\$41,658.50	\$88.05	\$43,408.65
SP-17	823 N Broadway Street (Fox River - Broadway) - 12" to 15" Transition	EA	1	\$2,000.00	\$2,000.00	\$5.75	\$5.75
SP-18	Grant Street - 8" Concrete (New Manhole - H8-XPHT5Y)	LF	173	\$38.75	\$6,703.75	\$77.26	\$13,365.98
SP-19	Good Hope Road - 8" Concrete (I7-IRGHXO - I7-OAN98E)	LF	1573	\$38.75	\$60,953.75	\$49.71	\$78,193.83
SP-20	807 N Broadway Street - 54" CMP Storm Sewer (New Manhole to Broadway- Ridgeway I9-ZNN0OU)	LF	448	\$387.00	\$173,376.00	\$447.69	\$200,565.12
SP-21	South Clay Street - 10" Concrete Storm Sewer (J8-J4G3UI - J8-JY65HE)	LF	238	\$53.50	\$12,733.00	\$62.87	\$14,963.06
SP-22	Structure Access for Storm Sewer on Broadway	EA	1	\$15,000.00	\$15,000.00	\$17,258.71	\$17,258.71
SP-23	Televising Sanitary Laterals	EA	20	\$450.00	\$9,000.00	\$431.47	\$8,629.40
TOTAL AMOUNT BID:				\$530,264.00		\$644,688.24	



City of De Pere, Wisconsin

I.19

Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: Engineering
FROM: Scott Thoresen, Public Works Director
SUBJECT: Recommendation from the Board of Public Works on Award of Contract 25-15 Sewer Televising to Speedy Clean, Inc in the Amount of \$57,280.00.
RECOMMENDED ACTION: Accept the bid from Speedy Clean, Inc.

The Board of Public Works at the March 10, 2025 meeting approved award of Contract 25-15 Sewer Televising to Speedy Clean, Inc in the amount of \$57,280.00 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

2025 0310 CI_BOPW_Award_25-15, 2025 0220 CE_Project 25-15_Bid Tab

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: March 10, 2025

RE: **Consideration and possible action on award of Contract 25-15 Sewer Televising***

The Engineering Department received bids on Project 25-15 Sewer Televising on February 20, 2025. The bids received are as follows:

Contractor	Amount
Speedy Clean, Inc.	\$57,280.00
Aqualis	\$60,930.00
Great Lakes TV Seal, Inc.	\$64,178.00
National Power Rodding Corp.	\$940,000.00

The allocated amount from the capital improvement budget is \$80,000. Funding will be \$60,000 from the storm water utility fund and \$20,000 from the sewage revenue fund.

Staff's recommendation is to accept the bid from Speedy Clean, Inc. in the amount of \$57,280.00.

Attachments:

2025 0220 CE_Project 25-15_Bid Tab (PDF)



**Project 25-15
Sewer Televising**

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Speedy Clean Drain & Sewer		Aqualis		Great Lakes TV Seal, Inc.		National Power Rodding Corp	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SP-01	Storm Sewer Cleaning (8-48 Inch)	LF	64000	\$0.40	\$25,600.00	\$0.45	\$28,800.00	\$0.45	\$28,800.00	\$5.00	\$320,000.00
SP-02	Storm Sewer Heavy Cleaning (8-48 Inch)	LF	1000	\$0.00	\$0.00	\$0.01	\$10.00	\$0.00	\$0.00	\$20.00	\$20,000.00
SP-03	Storm Sewer Televising (8-48 Inch)	LF	64000	\$0.40	\$25,600.00	\$0.40	\$25,600.00	\$0.44	\$28,160.00	\$5.00	\$320,000.00
SP-04	Sanitary Sewer Cleaning (30 Inch)	LF	7600	\$0.40	\$3,040.00	\$0.45	\$3,420.00	\$0.49	\$3,724.00	\$10.00	\$76,000.00
SP-05	Sanitary Sewer Heavy Cleaning (30 Inch)	LF	3000	\$0.00	\$0.00	\$0.01	\$30.00	\$0.05	\$150.00	\$25.00	\$75,000.00
SP-06	Sanitary Sewer Televising (30 Inch)	LF	7600	\$0.40	\$3,040.00	\$0.40	\$3,040.00	\$0.44	\$3,344.00	\$15.00	\$114,000.00
SP-07	Root Cutting	LF	2000	\$0.00	\$0.00	\$0.01	\$20.00	\$0.00	\$0.00	\$5.00	\$10,000.00
SP-08	Mineral Deposit Removal	LF	1000	\$0.00	\$0.00	\$0.01	\$10.00	\$0.00	\$0.00	\$5.00	\$5,000.00
TOTAL AMOUNT BID:				\$57,280.00		\$60,930.00		\$64,178.00		\$940,000.00	



Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: Public Works
FROM: Chase Kuffel, Assistant City Engineer
SUBJECT: Recommendation from the Sustainability Commission to Approve Operating 2025 Farmers Market Sustainability Booth.
RECOMMENDED ACTION: Participation at the De Pere Farmer's market on June 19, July 17, August 14, and September 18

The Sustainability Commission at the March 11, 2025 meeting approved operating 2025 Farmers Market Sustainability Booth and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:
2025 0311 CI_SC_Farmers_Market_CC

CITY OF DE PERE MEMO



To: Members of the Sustainability Commission
From: Chase K Kuffel, PE, Assistant City Engineer
Date: March 11, 2025

RE: **Consideration and possible action on 2025 Farmers Market Booth***

On February 3 and February 10, an email was sent to Commission members requesting they complete a survey to determine interest in participating in Farmers Market for 2025. The survey asked if we should participate, how often, and to select which dates members knew they were unavailable in an effort to help staff pick dates that would be most likely to have volunteers available. The survey also asked for recommendations for updates to the booth or topics. Based on the responses received, staff submitted the Sustainability Commission's booth application to Definitely De Pere on Monday, February 17. The following dates were chosen by staff based on the survey results:

- June 19 – Pollinators/Pollinator Week
- July 17 - Stormwater Awareness
- August 14 – Composting/Food Waste Reduction
- September 18 – Stormwater Awareness/Adopt a Drain

Staff recommends that the Commission continues to participate at the De Pere Farmer's market on the dates listed above. The Commission will need to approve the booth topics for each date.



City of De Pere, Wisconsin

I.21

Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: City Clerk
FROM: Carey Danen, City Clerk
SUBJECT: Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for Dina Duarte-Reyes LLC (DBA El Bistro Taco), 400 Reid St Suite M. Agent: Dina Duarte-Reyes, Green Bay, WI.
RECOMMENDED ACTION: Motion to approve

ATTACHMENTS:

El Bistro Taco_application, El Bistro Taco_appointment of agent, El Bistro Taco_individual questionnaire

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	De Pere
License Period	2024-2025

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer \$ _____ ☒ Class "B" Beer \$ _____
- ☐ "Class A" Liquor \$ _____ ☒ "Class B" Liquor \$ _____
- ☐ "Class A" Liquor (cider only) \$ _____ ☐ Reserve "Class B" Liquor \$ _____
- ☐ "Class C" Liquor (wine only) \$ _____

Fees	
License Fees	\$
Background Check Fee	\$
Publication Fee	\$ 30 - R* 199911
Total Fees	\$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)		
Dina L Duarte Reyes.		
2. Business Trade name or DBA		
El Bistro Taco		
3. FEIN	4. Wisconsin Seller's Permit Number	
84-3498321	456-1022418372-04	
5. Entity Type (check one)		
☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization		
6. State of Organization	7. Date of Organization	8. Wisconsin DFI Registration Number
Wisconsin	10-28-2019	E 054723
9. Premises Address		
400 Reid St. suite M.		
10. City	11. State	12. Zip Code
De Pere	WI	54315
13. County	14. Governing Municipality: ☒ City ☐ Town ☐ Village	15. Aldermanic District
Brown	of: De Pere	
16. Premises Phone	17. Premises Email	18. Website
(920) 857-3939	El.bistro.taco@gmail.com	
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.		
The premises is located at 400 Reid St. De Pere, building has 3,255 square foot and includes only the first floor restaurant, dining area, kitchen, back storage/walking cooler and freezer.		
20. Mailing Address (if different from premises address)		
2259 S. Oneida St.		
21. City	22. State	23. Zip Code
Green Bay	WI	54304

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No		
If yes, list the details of violation below. Attach additional sheets if necessary.		
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . ☐ Yes ☒ No
If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . ☐ Yes ☒ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☒ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
-----------------------------	--------------------------

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No
6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☒ No
7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Duarte Reyes	Dina	Owner	920-242-9006

Part D: Attestation

One of the following must sign and attest to this application:

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Duarte Reyes	First Name Dina	M.I. L
Title owner	Email El. bistro. taco@gmail.com	Phone 920-242-9006
Signature 		Date 02/24/2025

Part E: For Clerk Use Only

Date Application Was Filed With Clerk 2/24/25	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	



City of De Pere, Wisconsin

I.22

Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT: Resolution #25-29 Supporting the Continuation of the Warren Knowles-Gaylord Nelson Stewardship Program.
RECOMMENDED ACTION: Staff recommends approval of the continuation of the fund.

ATTACHMENTS:
Reso25-29

RESOLUTION #25-29

SUPPORTING THE CONTINUATION OF THE WARREN
KNOWLES-GAYLORD NELSON STEWARDSHIP PROGRAM

WHEREAS, the Wisconsin State Legislature created the Warren Knowles-Gaylord Nelson Stewardship Program (“Knowles-Nelson Stewardship Program”) in 1989 to preserve valuable natural areas and wildlife habitat, protect water quality and fisheries, and expand opportunities for outdoor recreation; and

WHEREAS, pursuant to § 23.0915(2c)(d), Wis. Stats., the program is set to expire on June 30, 2026; and

WHEREAS, the program has supported land acquisition and capital development by the Wisconsin Department of Natural Resources (WDNR), local governments including the City of De Pere, and nonprofit conservation organizations to preserve valuable natural areas, wildlife habitat, water quality and outdoor recreation for public benefit around the state; and

WHEREAS, the City of De Pere, with support of the Common Council, considers the Knowles-Nelson Stewardship Program a valuable tool to preserve and restore natural areas, wildlife habitat and water quality, while also supporting the development of public nature-based outdoor recreation opportunities that promote economic development and enhance quality of life; and

WHEREAS, the City of De Pere has utilized stewardship grant funds to acquire park land, develop trails and provide other public recreation opportunities and desires to support the continuation of the Knowles-Nelson Stewardship Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Common Council of the City of De Pere supports the provision of continued funding for renewal of the Warren Knowles-Gaylord Nelson Stewardship Program.

BE IT FURTHER RESOLVED THAT:

The De Pere City Clerk is hereby directed to forward a copy of this Resolution to the Legislature, the Governor and the Secretary of the Wisconsin Department of Natural Resources.

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 18th day of March, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____



Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: Engineering
FROM: Scott Thoresen, Public Works Director
SUBJECT: Resolution #25-30 Rescinding Resolution #25-19 and Authorizing Agreement with Suamico Trap, LLC (2025 Pond Trapping Services).
RECOMMENDED ACTION: Reject the proposal from EV Large Pest Control, LLC in the amount of \$6,200.00 and Award the contract to Suamico Trap, LLC in the amount of \$10,788.00

The Board of Public Works at the March 10, 2025 meeting approved rejecting the proposal from EV Large Pest Control, LLC and awarding the 2025 Pond Trapping to Suamico Trap, LLC in the amount of \$10,788.00 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

Reso25-30, 2025 0310 CI_BOPW Trapping Rejection_Re-Award, Suamico Trap, LLC(Trapping Services)3-13-2025, 2025 Trapping Proposal Summary, 2025 Pond Trapping RFP_Exhibits_Agreement

RESOLUTION #25-30

RESCINDING RESOLUTION #25-19 AND AUTHORIZING AGREEMENT
FOR CONTRACTOR SERVICES BETWEEN THE CITY OF DE PERE AND SUAMICO TRAP, LLC
(2025 Storm Water Facilities Trapping Services)

WHEREAS, the Common Council authorized a contractor agreement with EV Large Pest Control LLC to complete trapping services at its storm water detention ponds to protect against muskrat damage to pond embankments and vegetation near its storm water facilities in 2025, pursuant to Resolution #25-19; and

WHEREAS, since the award to EV Large Pest Control LLC, the contractor indicated it had missed the insurance requirements in City's Request for Proposals and was unable to sign the contractor agreement as presented and was also unwilling to agree to modified insurance requirements offered by City staff to match similarly negotiated past projects; and

WHEREAS, as a result, staff is requesting to reject the proposal of EV Large Pest Control LLC and award the project to Suamico Trap, LLC as the submitter of the second lowest proposal; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby rescinds Resolution #25-19 awarding a Contractor Agreement to EV Large Pest Control LLC.

BE IT FURTHER RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to enter into an Agreement for Contractor Services Between the City of De Pere and Suamico Trap, LLC as is attached hereto.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents 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 18th day of
March, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 03/10/2025

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: March 10, 2025

RE: **Consideration and possible action on rejection and re-award on Request for Proposals for 2025 Pond Trapping Services***

The Engineering Department received proposals for Trapping Services on January 30, 2025. The work is for the trapping of muskrats at storm water detention ponds. Many of the City's ponds experience issues with muskrats burrowing into the pond embankments which can lead to side slope failures. Additionally, the City receives complaints regarding muskrats at our ponds. Staff received the following proposals:

Contractor	Amount
EV Large Pest Control, LLC	\$6,200.00
Suamico Trap, LLC	\$10,788.00
Suburban Wildlife Solutions, LLC	\$13,998.00
Blue Collar Pest Management	\$15,450.00

After awarding the contract in February, the contractor, EV Large Pest Control, LLC, refused to sign the agreement with the City. EV Large Pest Control's concern was the additional umbrella liability insurance coverage required by the City. In the boilerplate agreement provided in the request for proposals, a \$5,000,000 umbrella policy is required with the ability to work with the City to modify certain terms of the agreement. This requirement was missed by EV Large Pest Control. The City offered to lower the umbrella policy requirement to \$2,000,000 to match similarly negotiated RFP requirements (e.g. past mudjacking and trapping proposals), but was rejected.

In lieu of EV Large Pest Control, LLC refusing to sign the agreement with the City, Staff recommends rejecting their proposal in the amount of \$6,200.00 and then awarding the contract to Suamico Trap, LLC in the amount of \$10,788.00. Suamico Trap was the City's contractor in 2024, and is aware of the insurance requirements.

The allocated budget amount for the project is \$25,000.00 from the Storm Water Utility.

Attachments:

2025 Trapping Proposal Summary
2025 Trapping RFP Packet

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND SUAMICO TRAP, LLC
(Storm Water Facilities Trapping Services)**

THIS AGREEMENT made and entered into this ____ day of _____, 2025, by and between the City of De Pere, Wisconsin, a Wisconsin municipal corporation ("City"), and Suamico Trap, LLC, a Wisconsin limited liability corporation ("Contractor").

WITNESSETH

WHEREAS, the City is in need of retaining trapping services at its storm water detention ponds to protect against muskrat damage to pond embankments and vegetation near its storm water facilities; and

WHEREAS, the Contractor has available and offers to provide personnel and equipment necessary to accomplish trapping services within the required timeframe.

NOW THEREFORE, City and Contractor agree as follows:

I. DESCRIPTION OF PROJECT AND SCOPE OF CONTRACTOR SERVICES

The project is for muskrat trapping services at City storm water facilities and Contractor agrees to perform those services as described in City's Request for Proposals attached hereto and incorporated as Exhibit A and Contractor's Proposal thereto attached as Exhibit B. No standard terms or conditions are incorporated into this Agreement unless such term is specifically written into the Agreement. If, during the course of performing the work, City and Contractor agree that it is necessary to make changes in the project as described, such changes will be incorporated into this Agreement only by written amendment, signed by the parties. Such writing shall include the scope of the work to be done, the schedule for commencing and completing the work and the basis for compensation for such work.

II. CITY OBLIGATIONS

City agrees to trim vegetation around ponds as needed, with advance notice required from Contractor in order to schedule required trimming.

III. TIME FOR COMPLETION

Time is of the essence in Contractor's performance under this Agreement. Contractor shall complete two trapping periods, one in the spring of 2025 and the second in the fall of 2025, at each site as designated in Exhibit A with each period lasting seven days, following

Wisconsin Trapping Regulations as set forth by the Wisconsin Department of Natural Resources to meet the time requirements of the City. Contractor shall, at the completion of each trapping period, provide a report to the City summarizing the date of each trapping period and the number of muskrats removed from each pond. Should Contractor encounter any circumstances, which, in the Contractor's opinion, will delay performance, Contractor shall so inform the City in writing.

IV. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation as provided in Exhibit B. Services shall be billed at the conclusion of each trapping session. Compensation for any additional services authorized by City shall be as agreed upon by the City and Contractor and set forth in the written authorization for those additional special services.

V. INSURANCE

A. The Contractor shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability, with per occurrence limits of \$1,000,000, with a minimum general aggregate limit of not less than \$2,000,000.

2. Automobile Liability

(A) Coverages must include the following extensions:

Comprehensive Form

- (1) All Owned Autos
- (2) All Hired Autos
- (3) All Non-Owned Autos
- (4) Mobile Equipment
- (5) Specialized Equipment
- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:
Limits equal to above combined single limit

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

The Contractor shall provide City with a certificate of insurance outlining the required coverage and naming the City as an additional insured thereunder for purposes of the Contract.

VI. INDEMNIFICATION

Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

VII. SUBCONTRACTS

The Contractor shall not subcontract any of the work required hereunder without the specific written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Contractor shall be responsible to the City for the actions of persons and firms performing subcontract work.

VIII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Contractor without the prior written consent of the other.

IX. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

- A. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which

may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by Contractor or its employees, subcontractors, or agents.

- B. **CONTRACTOR RECORDS.** Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

X. INTEGRATION

This Agreement represents the entire understanding of the City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XII. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration

Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XIII. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

City of De Pere

Attn: City Manager

335 South Broadway Street

De Pere, WI 54115

If to Contractor:

Suamico Trap, LLC

Attn: Jeremy M. Ebner

3060 Seafarer Way

Suamico, WI 54173

XIV. TERMINATION

This Agreement shall terminate as of December 19, 2025.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

SUAMICO TRAP, LLC

CITY OF DE PERE, WISCONSIN

By: _____
Jeremy M. Ebner, Managing Member

By: _____
Kimberly T. Flom, City Manager

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\2025\Contractor\Suamico Trap, LLC(Trapping Services)3-13-25.docx

Suamico Trap, LLC
Storm Water Facilities Trapping Services
Page 5 of 5

**Request for Proposals
For
Trapping Services**

The City of De Pere would like to invite your company to submit a proposal for muskrat trapping in Spring of 2025 and Fall of 2025.

Your proposal must be submitted to our office by Thursday, January 30th at 1:00 p.m. Proposals can be emailed to Eric Rakers, City Engineer at erakers@deperewi.gov.

GENERAL INFORMATION:

The City of De Pere conducts annual inspection of its storm water facilities. We are finding these facilities are experiencing damage to pond embankments and vegetation because of muskrats. The purpose for this Request for Proposals (RFP) is to obtain services to trap muskrats around these storm water facilities.

SCOPE OF SERVICES:

The City shall grant the selected Trapper exclusive rights for trapping muskrats only on or around the following City storm water facilities:

1. SW Business Park Pond System
2. Honeysuckle Pond and Swale
3. Lawrence Drive Pond
4. Perkofski Boat Launch Pond
5. 261 N Lawrence Drive Pond
6. Lawrence Drive / Grant Street Ponds
7. Trailside Lane Pond
8. Garrity's Glen Pond

Muskrat removal shall consist of two trapping periods at each pond, one in the spring of 2025 and the second in the fall of 2025. Each trapping period shall last seven days. Upon completion of a trapping period, submit a report to the City listing the date of the trapping period and the number of muskrats removed from each pond.

The trapper is required to follow Wisconsin Trapping Regulations, latest edition, as set forth by the Wisconsin Department of Natural Resources.

SCHEDULING:

This RFP will result in an agreement between the City of De Pere and the selected trapper on or around the City's storm water facilities terminating December 19, 2025.

SITE ACCESS

Access each site as noted below and on the exhibits. Any on street parking must be accompanied by traffic control, meeting the standards set for in the United States Department of Transportation's Manual on Uniform Traffic Control Devices (MUTCD) to protect vehicles.

Access to each individual pond is anticipated to be as follows:

1. Exhibit #1: SW Business Park Pond System
 - Parking on the grassed terrace on American Boulevard
(See Exhibit #9 for traffic control requirements.)
 - Southbridge Road
 - American Court
 - Samantha Park
 - Any of the storm sewer easements shown on the exhibit, access by foot only
2. Exhibit #2: Honeysuckle Pond and Swale
 - Lawrence Drive Parking Lane
 - Red Maple Extended west of American Boulevard
 - Parking on the grassed terrace on American Boulevard
(See Exhibit #9 for traffic control requirements.)
3. Exhibit #3: Lawrence Drive Pond
 - Access site from Preserve Trail
4. Exhibit #4: Perkofski Boat Launch Pond
 - Access from boat launch parking area. Access parking lot via Fort Howard Avenue.
5. Exhibit #5: 261 N Lawrence Drive Pond
 - Access off N Lawrence Drive cul de sac
6. Exhibit #6: Lawrence Drive / Grant Street Ponds
 - Access off Lawrence Drive
7. Exhibit #7: Trailside Lane Pond
 - Access off Killarny Trail
 - Access off Trailside Lane
8. Exhibit #8: Garrity's Glen Pond
 - Access off American Blvd
 - Access off Garroman Dr

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there

from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub-consultants in prosecuting the work.

The Trapper shall comply with all DNR regulations and licensing requirements in conducting any trapping on or around the City's storm water facilities.

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and shall restore the site to the condition existing prior to entry.

FEE:

The proposed fee schedule shall be submitted on the attached form. A company fee schedule shall be attached for additional services offered that are not shown on the attached form.

Licensure fees for muskrat trapping shall be considered incidental to the submitted unit prices.

DELIVERY:

E-mail, in PDF format, copies of trapping results specific for each storm water facility to the City Engineer. Hard copies will not need to be provided. Trapping results shall include days trapping and the number of muskrats caught.

ADDITIONAL INFORMATION:

The City will provide the following services as part of this project:

- Trim vegetation around ponds if needed. Advance notice will need to be provided so the City can schedule required trimming.

A sample consultant agreement is attached. The attached agreement template is for solicitation purposes only. The selected proposal will have the ability to work with the City to modify certain terms of the attached agreement.

Exhibits of each site are attached.

Proposed Fee Schedule

Company Name:_____

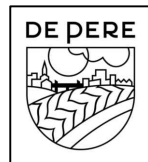
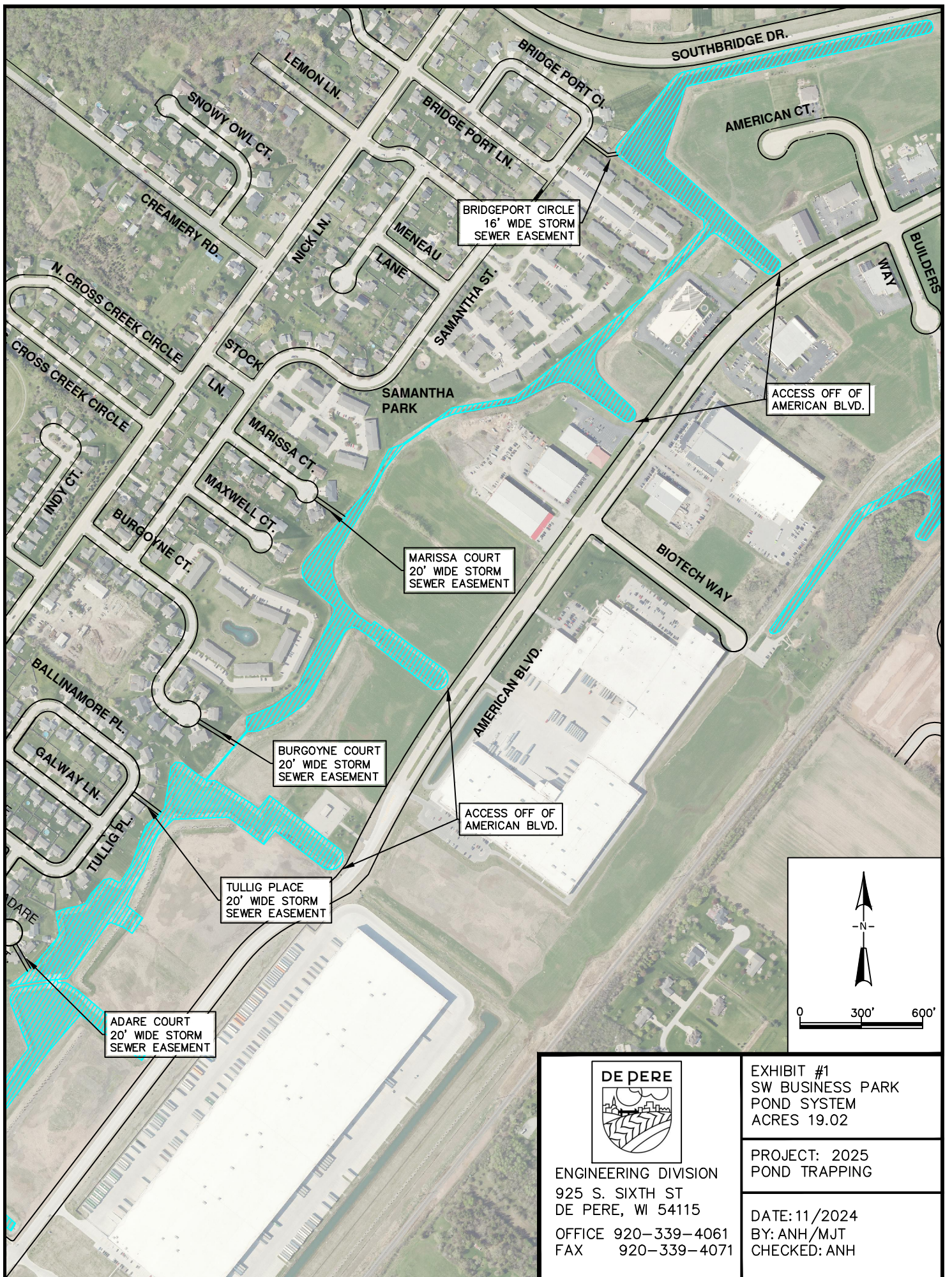
Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

Item #	Description	Unit	Quantity	Total
Spring 2025 Trapping				
Spring-1	SW Business Park Pond System	ACRES	19.0	\$
Spring-2	Honeysuckle Pond and Swale	ACRES	5.8	\$
Spring-3	Lawrence Drive Pond	ACRES	1.2	\$
Spring-4	Perkofski Boat Launch Pond	ACRES	0.5	\$
Spring-5	261 N Lawrence Drive Pond	ACRES	0.2	\$
Spring-6	Lawrence Drive / Grant Street Ponds	ACRES	1.2	\$
Spring-7	Trailside Lane Pond	ACRES	1.1	\$
Spring-8	Garrity's Glen Pond	ACRES	4.8	\$
Fall 2025 Trapping				
Fall-1	SW Business Park Pond System	ACRES	19.0	\$
Fall-2	Honeysuckle Pond and Swale	ACRES	5.8	\$
Fall-3	Lawrence Drive Pond	ACRES	1.2	\$
Fall-4	Perkofski Boat Launch Pond	ACRES	0.5	\$
Fall-5	261 N Lawrence Drive Pond	ACRES	0.2	\$
Fall-6	Lawrence Drive / Grant Street Ponds	ACRES	1.2	\$
Fall-7	Trailside Lane Pond	ACRES	1.1	\$
Fall-8	Garrity's Glen Pond	ACRES	4.8	\$
PROPOSAL TOTAL				\$

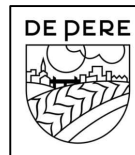
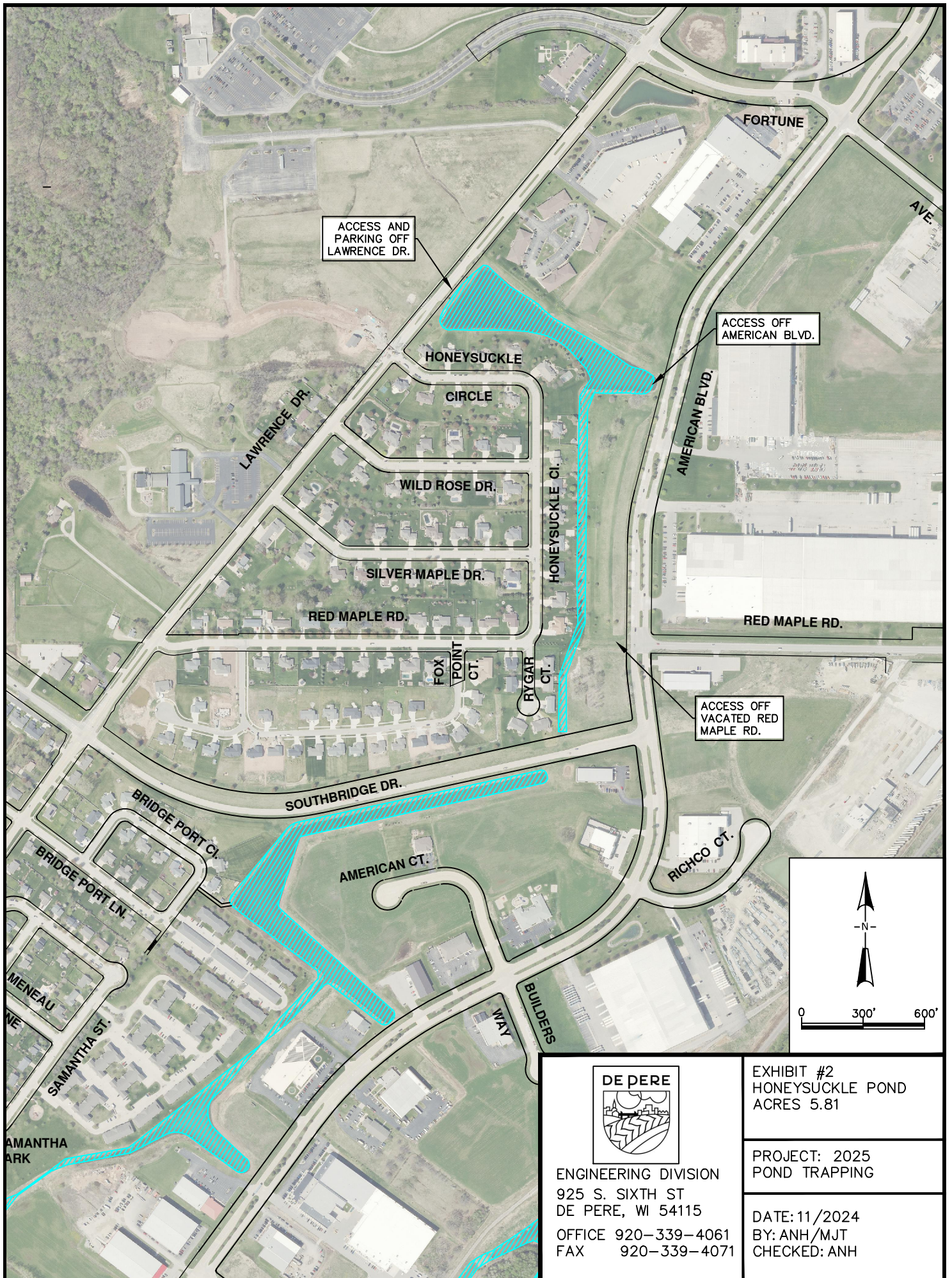


ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #1
SW BUSINESS PARK
POND SYSTEM
ACRES 19.02

PROJECT: 2025
POND TRAPPING

DATE: 11/2024
BY: ANH/MJT
CHECKED: ANH

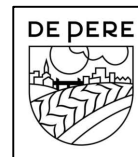
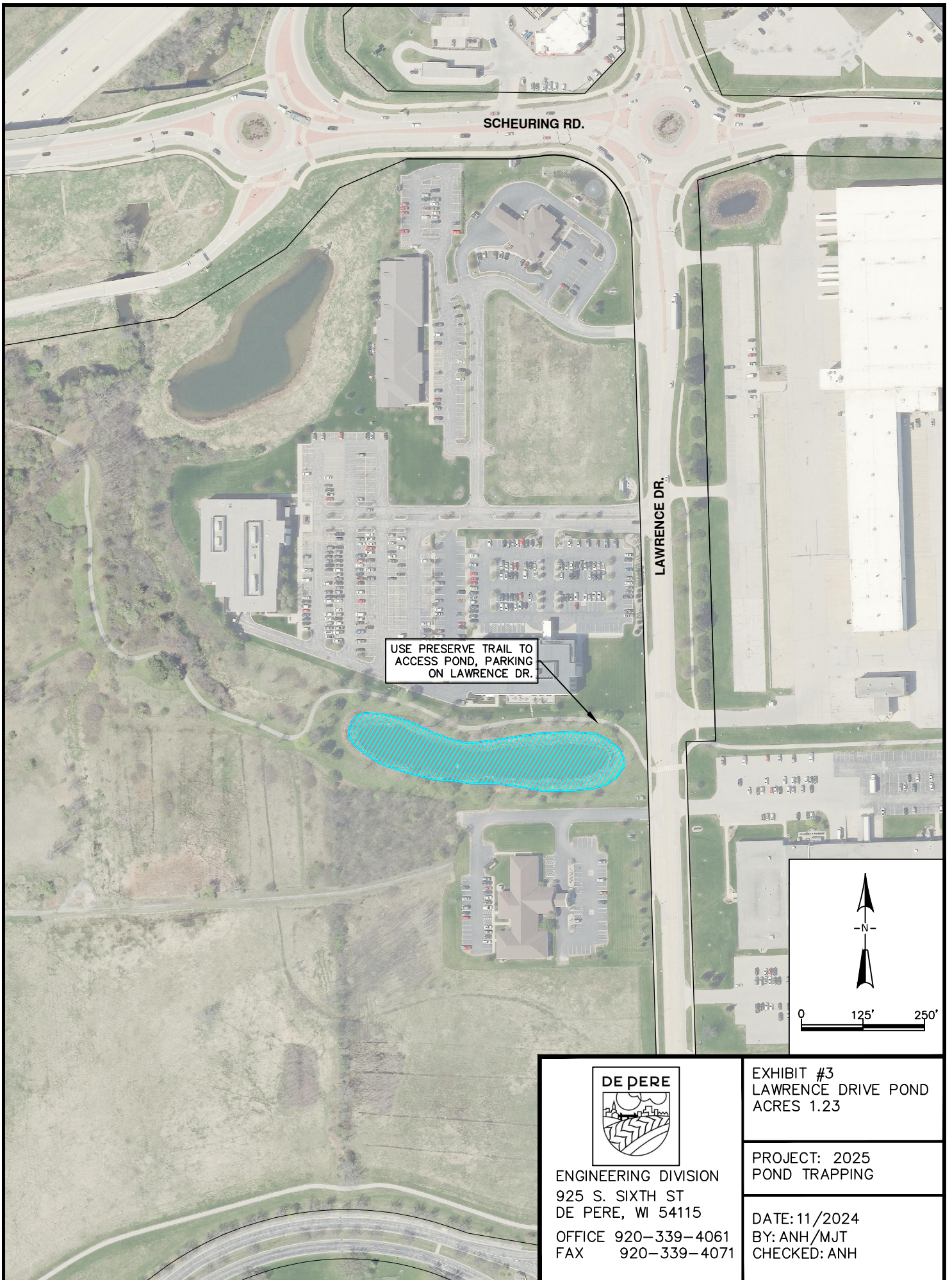


ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #2
HONEYSUCKLE POND
ACRES 5.81

PROJECT: 2025
POND TRAPPING

DATE: 11/2024
BY: ANH/MJT
CHECKED: ANH

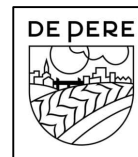
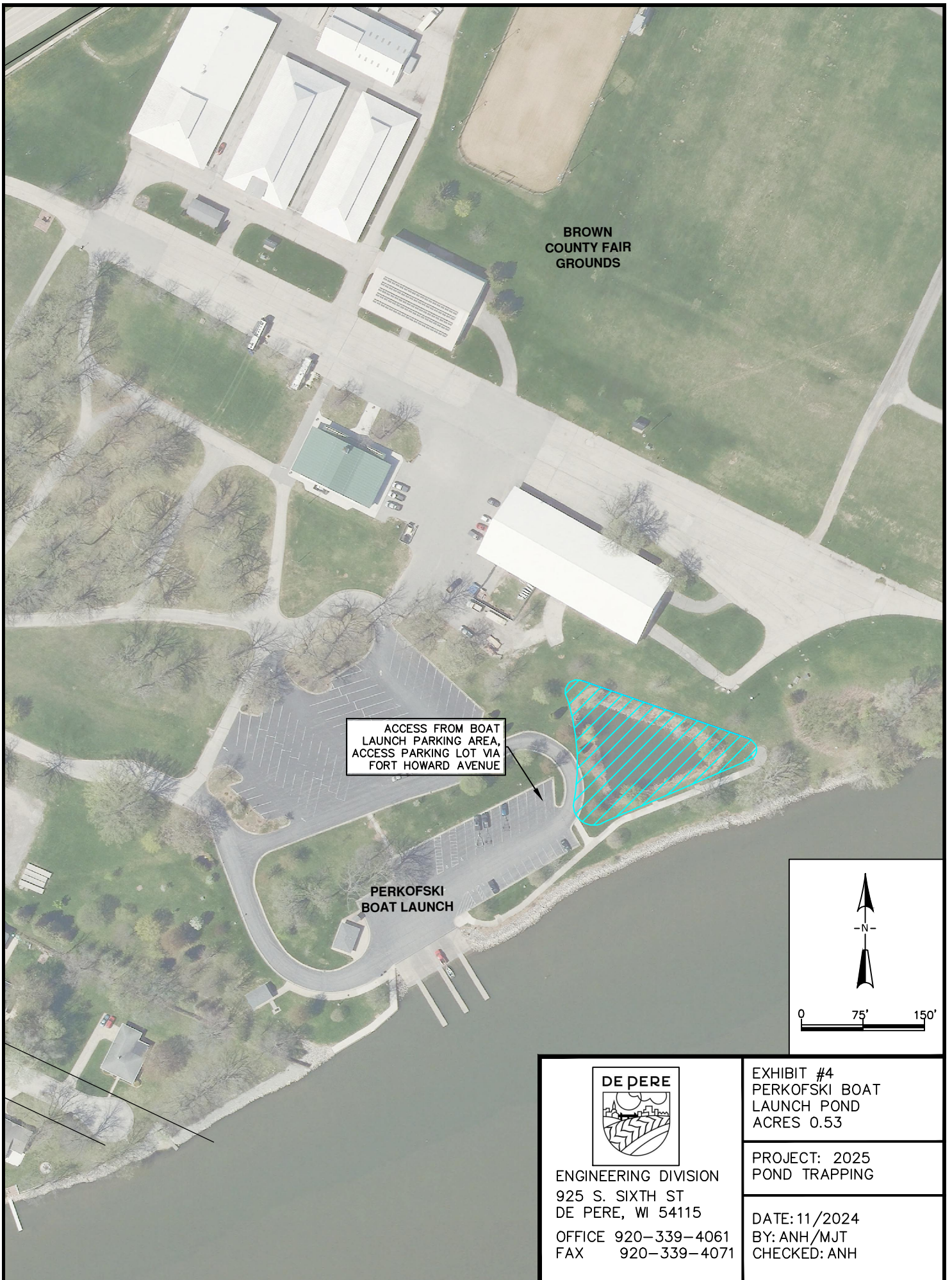


ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #3
LAWRENCE DRIVE POND
ACRES 1.23

PROJECT: 2025
POND TRAPPING

DATE: 11/2024
BY: ANH/MJT
CHECKED: ANH

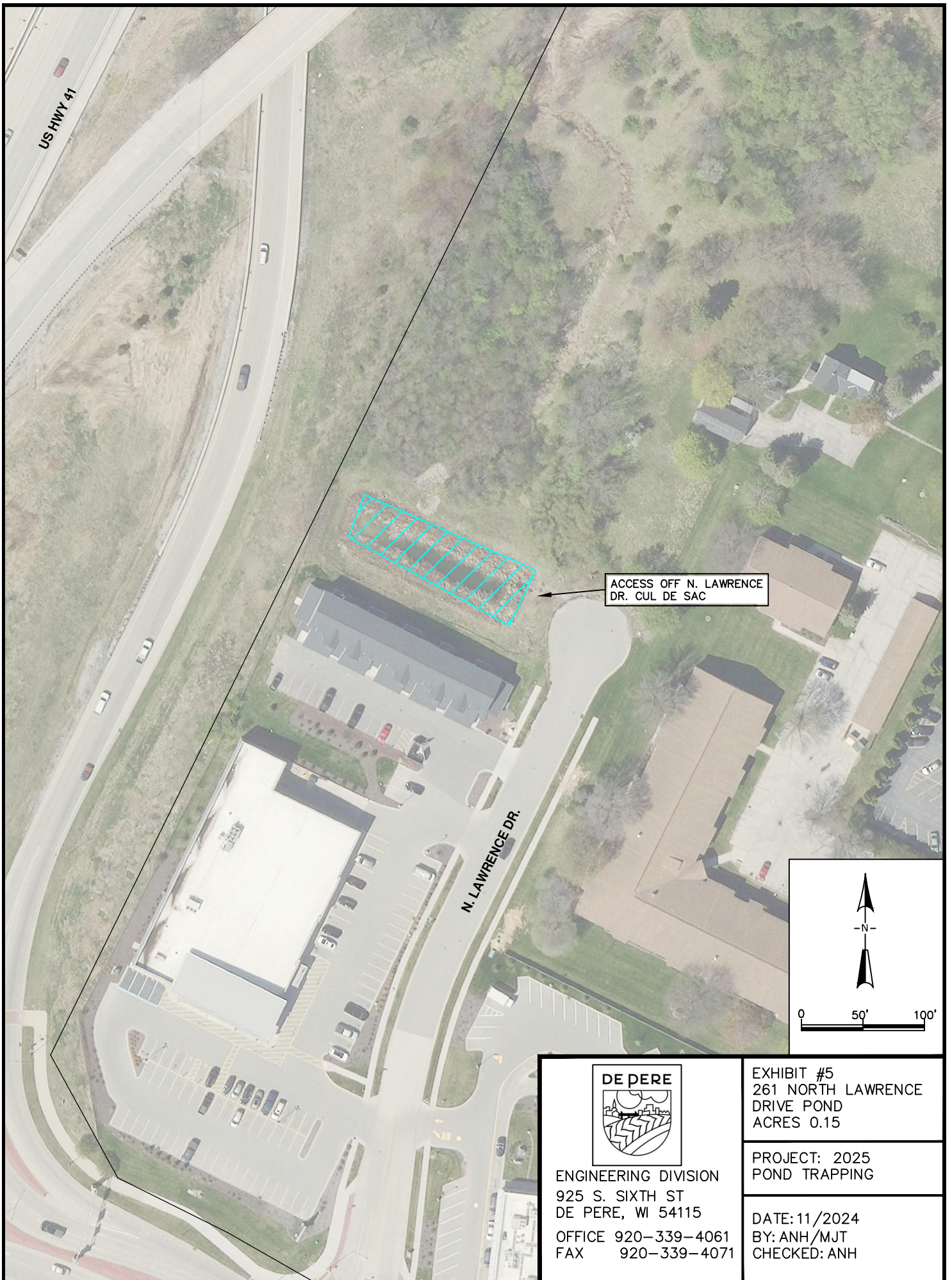


ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #4
PERKOFSKI BOAT
LAUNCH POND
ACRES 0.53

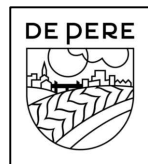
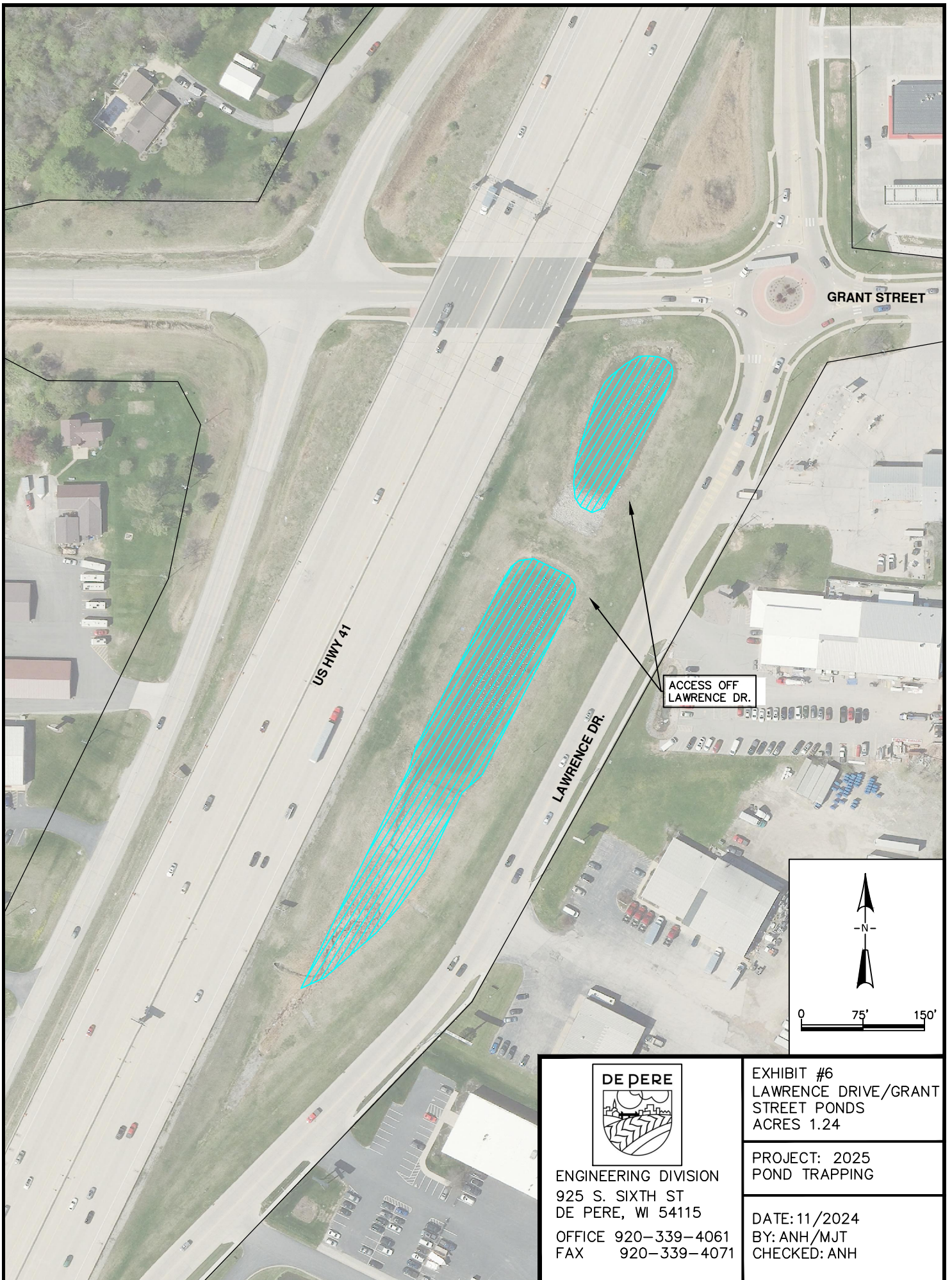
PROJECT: 2025
POND TRAPPING

DATE: 11/2024
BY: ANH/MJT
CHECKED: ANH



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

EXHIBIT #5 261 NORTH LAWRENCE DRIVE POND ACRES 0.15
PROJECT: 2025 POND TRAPPING
DATE: 11/2024 BY: ANH/MJT CHECKED: ANH



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

EXHIBIT #6
LAWRENCE DRIVE/GRANT
STREET PONDS
ACRES 1.24

PROJECT: 2025
POND TRAPPING

DATE: 11/2024
BY: ANH/MJT
CHECKED: ANH

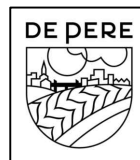
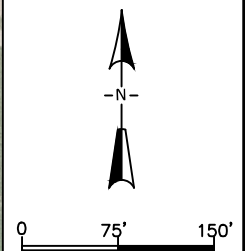
KILLARNY TR.

ACCESS OFF
KILLARNY TR.

TRAILSIDE LN.

CTH PP

ACCESS OFF
TRAILSIDE LN.

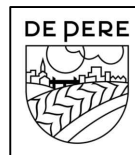
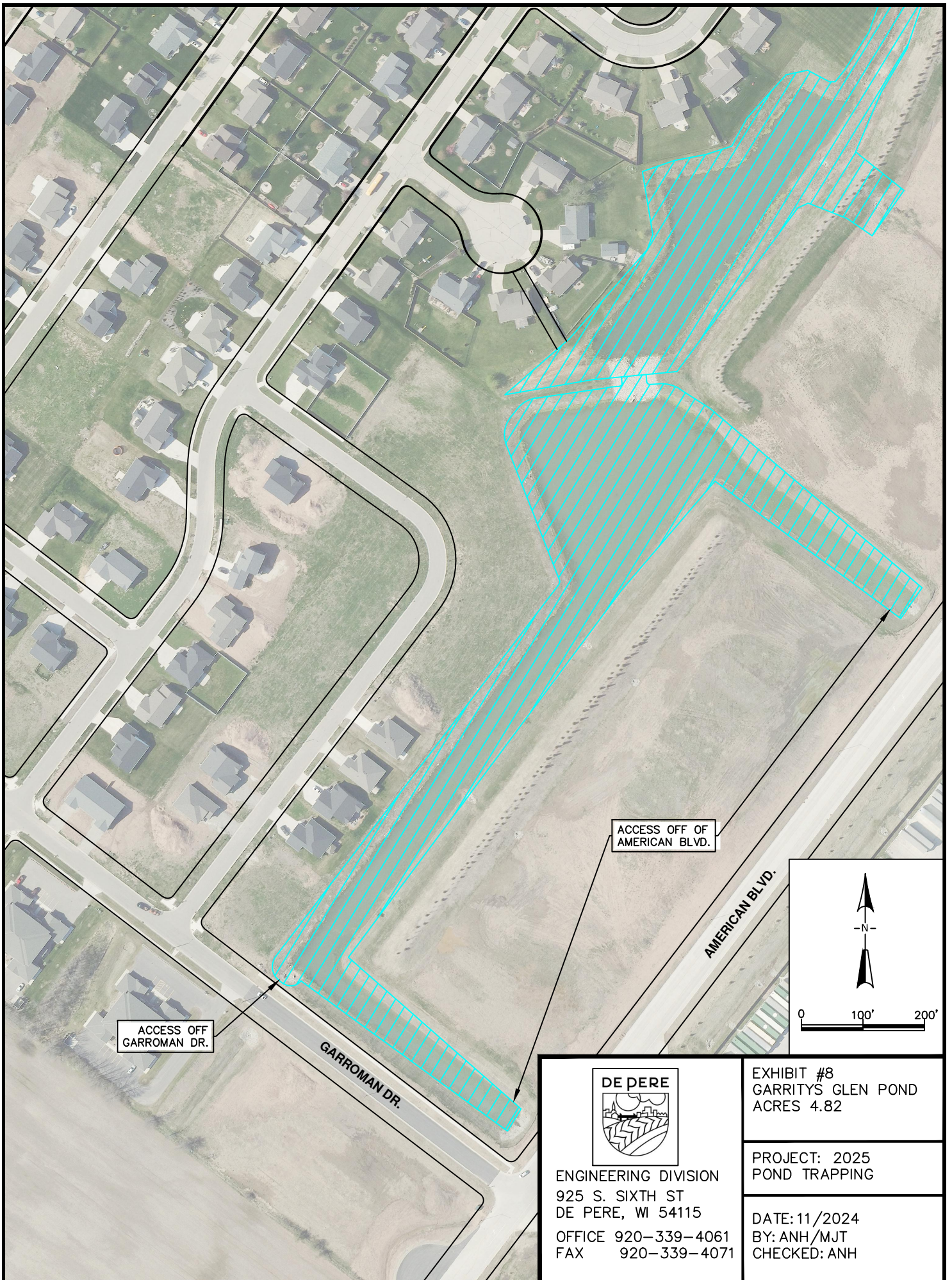


ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #7
TRAILSIDE LANE POND
ACRES 1.14

PROJECT: 2025
POND TRAPPING

DATE: 11/2024
BY: ANH/MJT
CHECKED: ANH



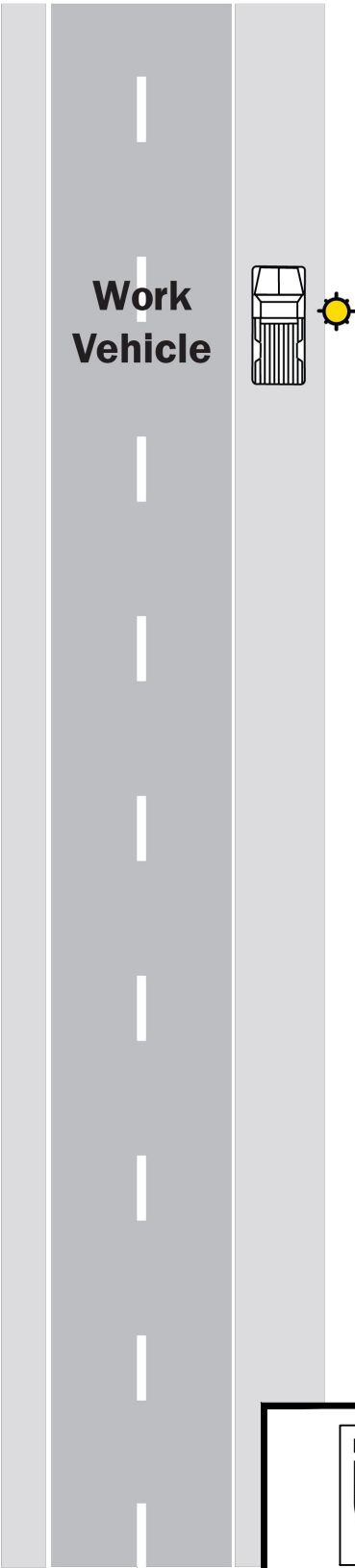
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #8
GARRITYS GLEN POND
ACRES 4.82

PROJECT: 2025
POND TRAPPING

DATE: 11/2024
BY: ANH/MJT
CHECKED: ANH

1. The Work Vehicle should be pulled over as far off the roadway as possible, and shall display and operate a 360-degree flashing beacon.



 ENGINEERING DIVISION 925 S. SIXTH ST DE PERE, WI 54115 OFFICE 920-339-4061 FAX 920-339-4071	EXHIBIT #9 WORK VEHICLE PARKED ON SHOULDER
	PROJECT: 2025 POND TRAPPING
	DATE: 11/2025 BY: ANH CHECKED: CKK

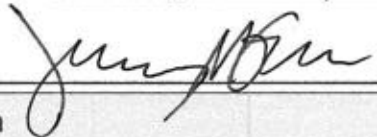
Proposed Fee Schedule

Company Name: Suanico Trap, LLC

Company Address: 3060 Gafner Way

Company Address: Suanico, WI 54173

Company Representative: Jeremy M. Ebner

Signature: 

Item #	Description	Unit	Quantity	Total
Spring 2025 Trapping				
Spring-1	SW Business Park Pond System	ACRES	19.0	\$ 2660
Spring-2	Honeysuckle Pond and Swale	ACRES	5.8	\$ 812
Spring-3	Lawrence Drive Pond	ACRES	1.2	\$ 250
Spring-4	Perkofski Boat Launch Pond	ACRES	0.5	\$ 250
Spring-5	261 N Lawrence Drive Pond	ACRES	0.2	\$ 250
Spring-6	Lawrence Drive / Grant Street Ponds	ACRES	1.2	\$ 250
Spring-7	Trailside Lane Pond	ACRES	1.1	\$ 250
Spring-8	Garrity's Glen Pond	ACRES	4.8	\$ 672
Fall 2025 Trapping				
Fall-1	SW Business Park Pond System	ACRES	19.0	\$ 2660
Fall-2	Honeysuckle Pond and Swale	ACRES	5.8	\$ 812
Fall-3	Lawrence Drive Pond	ACRES	1.2	\$ 250
Fall-4	Perkofski Boat Launch Pond	ACRES	0.5	\$ 250
Fall-5	261 N Lawrence Drive Pond	ACRES	0.2	\$ 250
Fall-6	Lawrence Drive / Grant Street Ponds	ACRES	1.2	\$ 250
Fall-7	Trailside Lane Pond	ACRES	1.1	\$ 250
Fall-8	Garrity's Glen Pond	ACRES	4.8	\$ 672
PROPOSAL TOTAL				\$ 10,788



SUAMTRA-01

CCAMPBELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Advantage - Green Bay 1794 Allouez Ave Green Bay, WI 54311	CONTACT NAME: Connie Campbell	
	PHONE (A/C, No, Ext): (920) 406-8784	FAX (A/C, No): (920) 406-8785
	E-MAIL ADDRESS: conniec@americanadvantagegb.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : West Bend Mutual Insurance Co	15350
INSURED Suamico Trap, LLC 3060 Seafarer Way Suamico, WI 54173	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			B355527	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Suamico Trap LLC
SAMPLE Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Advantage Insurance-ADSI PO BOX 22096, GREEN BAY, WI 54305	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL ADDRESS: progressivecommercial@email.progressive.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Artisan and Truckers Casualty Company		10194
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Suamico Trap, LLC DBA: Jeremy Ebner
3060 Seafarer Way
Suamico, WI 54173

COVERAGES **CERTIFICATE NUMBER:** 491453283650062801D011425T194916 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	987313902	09/26/2024	03/26/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	See ACORD 101 for additional coverage details.	N	N	987313902	09/26/2024	03/26/2025	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Suamico Trap, LLC DBA: Jeremy Ebner 3060 Seafarer Way Suamico, WI 54173	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY American Advantage Insurance-ADSI		NAMED INSURED Suamico Trap, LLC DBA: Jeremy Ebner 3060 Seafarer Way Suamico, WI 54173	
POLICY NUMBER 987313902			
CARRIER Artisan and Truckers Casualty Company	NAIC CODE 10194	EFFECTIVE DATE: 09/26/2024	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured Motorist Bodily Injury	\$1,000,000 Combined Single Limit
Underinsured Motorist Bodily Injury	\$1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2018 RAM 1500 1C6RR7LT8JS140015	
Comprehensive	\$500 Ded
Collision	\$1,000 Ded
Rental Reimbursement	\$50 Per Day (\$1,500 Max)
Roadside Assistance	Selected w/\$0 Ded
Medical Payments	\$5,000 each person

Liability coverage may not apply to all scheduled vehicles.

Item #	Description	Unit	Quantity	EV Large Pest Control, LLC	Suamico Trap, LLC	Suburban Wildlife Solutions, LLC	Blue Collar Pest Management
Spring 2025 Trapping							
Spring-1	SW Business Park Pond System	ACRES	19	\$1,000.00	\$2,660.00	\$2,534.00	
Spring-2	Honeysuckle Pond and Swale	ACRES	5.8	\$300.00	\$812.00	\$700.00	
Spring-3	Lawrence Drive Pond	ACRES	1.2	\$300.00	\$250.00	\$800.00	
Spring-4	Perkofski Boat Launch Pond	ACRES	0.5	\$300.00	\$250.00	\$437.00	
Spring-5	261 N Lawrence Drive Pond	ACRES	0.2	\$300.00	\$250.00	\$403.00	
Spring-6	Lawrence Drive / Grant Street Ponds	ACRES	1.2	\$300.00	\$250.00	\$535.00	
Spring-7	Trailside Lane Pond	ACRES	1.1	\$300.00	\$250.00	\$590.00	
Spring-8	Garrity's Glen Pond	ACRES	4.8	\$300.00	\$672.00	\$1,000.00	
Fall 2025 Trapping							
Fall-1	SW Business Park Pond System	ACRES	19	\$1,000.00	\$2,660.00	\$2,534.00	
Fall-2	Honeysuckle Pond and Swale	ACRES	5.8	\$300.00	\$812.00	\$700.00	
Fall-3	Lawrence Drive Pond	ACRES	1.2	\$300.00	\$250.00	\$800.00	
Fall-4	Perkofski Boat Launch Pond	ACRES	0.5	\$300.00	\$250.00	\$437.00	
Fall-5	261 N Lawrence Drive Pond	ACRES	0.2	\$300.00	\$250.00	\$403.00	
Fall-6	Lawrence Drive / Grant Street Ponds	ACRES	1.2	\$300.00	\$250.00	\$535.00	
Fall-7	Trailside Lane Pond	ACRES	1.1	\$300.00	\$250.00	\$590.00	
Fall-8	Garrity's Glen Pond	ACRES	4.8	\$300.00	\$672.00	\$1,000.00	
				\$6,200.00	\$10,788.00	\$13,998.00	\$15,450.00

**Request for Proposals
For
Trapping Services**

The City of De Pere would like to invite your company to submit a proposal for muskrat trapping in Spring of 2025 and Fall of 2025.

Your proposal must be submitted to our office by Thursday, January 30th at 1:00 p.m. Proposals can be emailed to Eric Rakers, City Engineer at erakers@deperewi.gov.

GENERAL INFORMATION:

The City of De Pere conducts annual inspection of its storm water facilities. We are finding these facilities are experiencing damage to pond embankments and vegetation because of muskrats. The purpose for this Request for Proposals (RFP) is to obtain services to trap muskrats around these storm water facilities.

SCOPE OF SERVICES:

The City shall grant the selected Trapper exclusive rights for trapping muskrats only on or around the following City storm water facilities:

1. SW Business Park Pond System
2. Honeysuckle Pond and Swale
3. Lawrence Drive Pond
4. Perkofski Boat Launch Pond
5. 261 N Lawrence Drive Pond
6. Lawrence Drive / Grant Street Ponds
7. Trailside Lane Pond
8. Garrity's Glen Pond

Muskrat removal shall consist of two trapping periods at each pond, one in the spring of 2025 and the second in the fall of 2025. Each trapping period shall last seven days. Upon completion of a trapping period, submit a report to the City listing the date of the trapping period and the number of muskrats removed from each pond.

The trapper is required to follow Wisconsin Trapping Regulations, latest edition, as set forth by the Wisconsin Department of Natural Resources.

SCHEDULING:

This RFP will result in an agreement between the City of De Pere and the selected trapper on or around the City's storm water facilities terminating December 19, 2025.

SITE ACCESS

Access each site as noted below and on the exhibits. Any on street parking must be accompanied by traffic control, meeting the standards set for in the United States Department of Transportation's Manual on Uniform Traffic Control Devices (MUTCD) to protect vehicles.

Access to each individual pond is anticipated to be as follows:

1. Exhibit #1: SW Business Park Pond System
 - Parking on the grassed terrace on American Boulevard
(See Exhibit #9 for traffic control requirements.)
 - Southbridge Road
 - American Court
 - Samantha Park
 - Any of the storm sewer easements shown on the exhibit, access by foot only
2. Exhibit #2: Honeysuckle Pond and Swale
 - Lawrence Drive Parking Lane
 - Red Maple Extended west of American Boulevard
 - Parking on the grassed terrace on American Boulevard
(See Exhibit #9 for traffic control requirements.)
3. Exhibit #3: Lawrence Drive Pond
 - Access site from Preserve Trail
4. Exhibit #4: Perkofski Boat Launch Pond
 - Access from boat launch parking area. Access parking lot via Fort Howard Avenue.
5. Exhibit #5: 261 N Lawrence Drive Pond
 - Access off N Lawrence Drive cul de sac
6. Exhibit #6: Lawrence Drive / Grant Street Ponds
 - Access off Lawrence Drive
7. Exhibit #7: Trailside Lane Pond
 - Access off Killarny Trail
 - Access off Trailside Lane
8. Exhibit #8: Garrity's Glen Pond
 - Access off American Blvd
 - Access off Garroman Dr

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there

from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub-consultants in prosecuting the work.

The Trapper shall comply with all DNR regulations and licensing requirements in conducting any trapping on or around the City's storm water facilities.

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and shall restore the site to the condition existing prior to entry.

FEE:

The proposed fee schedule shall be submitted on the attached form. A company fee schedule shall be attached for additional services offered that are not shown on the attached form.

Licensure fees for muskrat trapping shall be considered incidental to the submitted unit prices.

DELIVERY:

E-mail, in PDF format, copies of trapping results specific for each storm water facility to the City Engineer. Hard copies will not need to be provided. Trapping results shall include days trapping and the number of muskrats caught.

ADDITIONAL INFORMATION:

The City will provide the following services as part of this project:

- Trim vegetation around ponds if needed. Advance notice will need to be provided so the City can schedule required trimming.

A sample consultant agreement is attached. The attached agreement template is for solicitation purposes only. The selected proposal will have the ability to work with the City to modify certain terms of the attached agreement.

Exhibits of each site are attached.

Proposed Fee Schedule

Company Name:_____

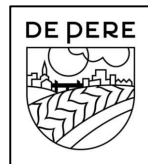
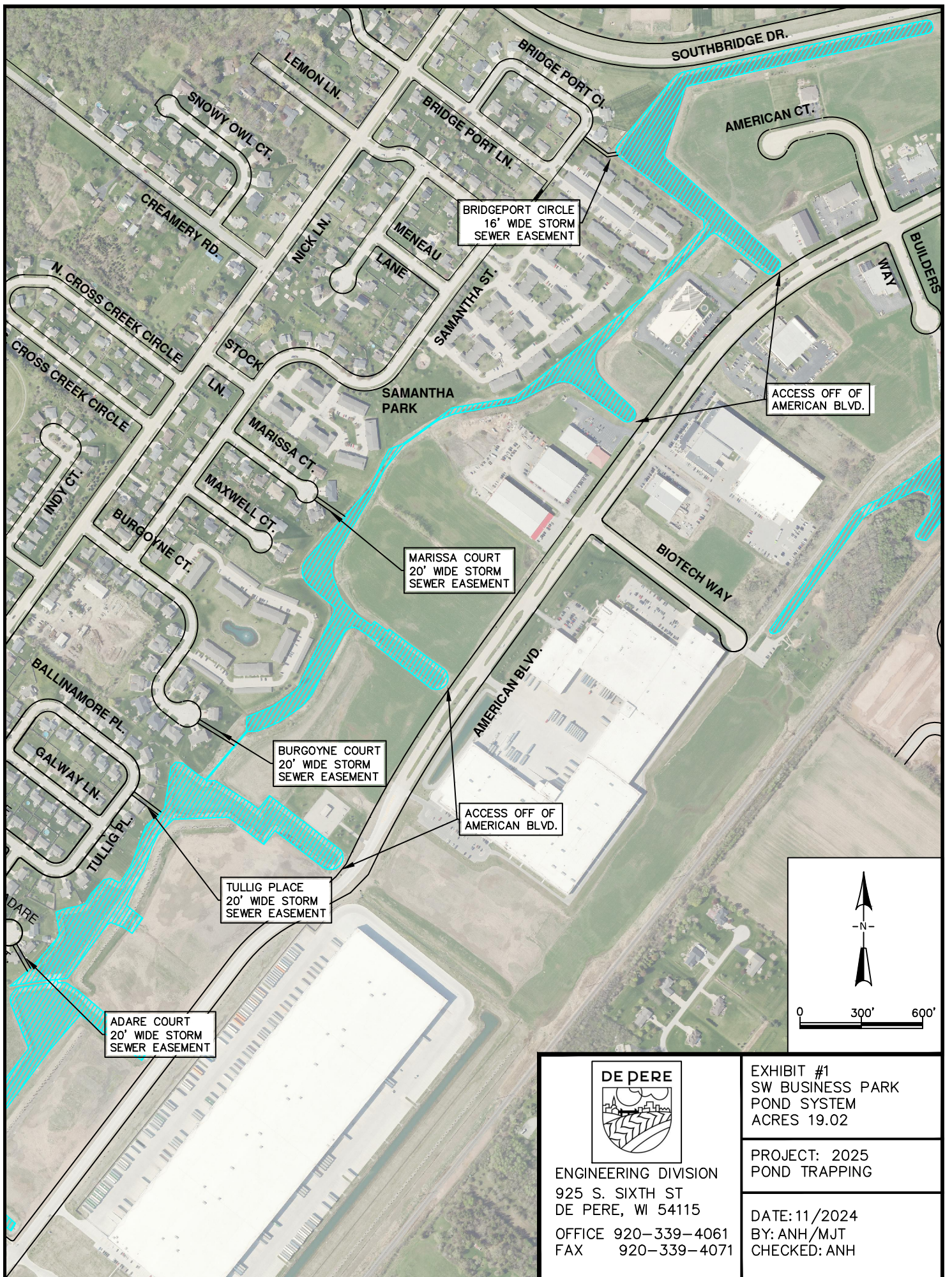
Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

Item #	Description	Unit	Quantity	Total
Spring 2025 Trapping				
Spring-1	SW Business Park Pond System	ACRES	19.0	\$
Spring-2	Honeysuckle Pond and Swale	ACRES	5.8	\$
Spring-3	Lawrence Drive Pond	ACRES	1.2	\$
Spring-4	Perkofski Boat Launch Pond	ACRES	0.5	\$
Spring-5	261 N Lawrence Drive Pond	ACRES	0.2	\$
Spring-6	Lawrence Drive / Grant Street Ponds	ACRES	1.2	\$
Spring-7	Trailside Lane Pond	ACRES	1.1	\$
Spring-8	Garrity's Glen Pond	ACRES	4.8	\$
Fall 2025 Trapping				
Fall-1	SW Business Park Pond System	ACRES	19.0	\$
Fall-2	Honeysuckle Pond and Swale	ACRES	5.8	\$
Fall-3	Lawrence Drive Pond	ACRES	1.2	\$
Fall-4	Perkofski Boat Launch Pond	ACRES	0.5	\$
Fall-5	261 N Lawrence Drive Pond	ACRES	0.2	\$
Fall-6	Lawrence Drive / Grant Street Ponds	ACRES	1.2	\$
Fall-7	Trailside Lane Pond	ACRES	1.1	\$
Fall-8	Garrity's Glen Pond	ACRES	4.8	\$
PROPOSAL TOTAL				\$

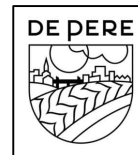
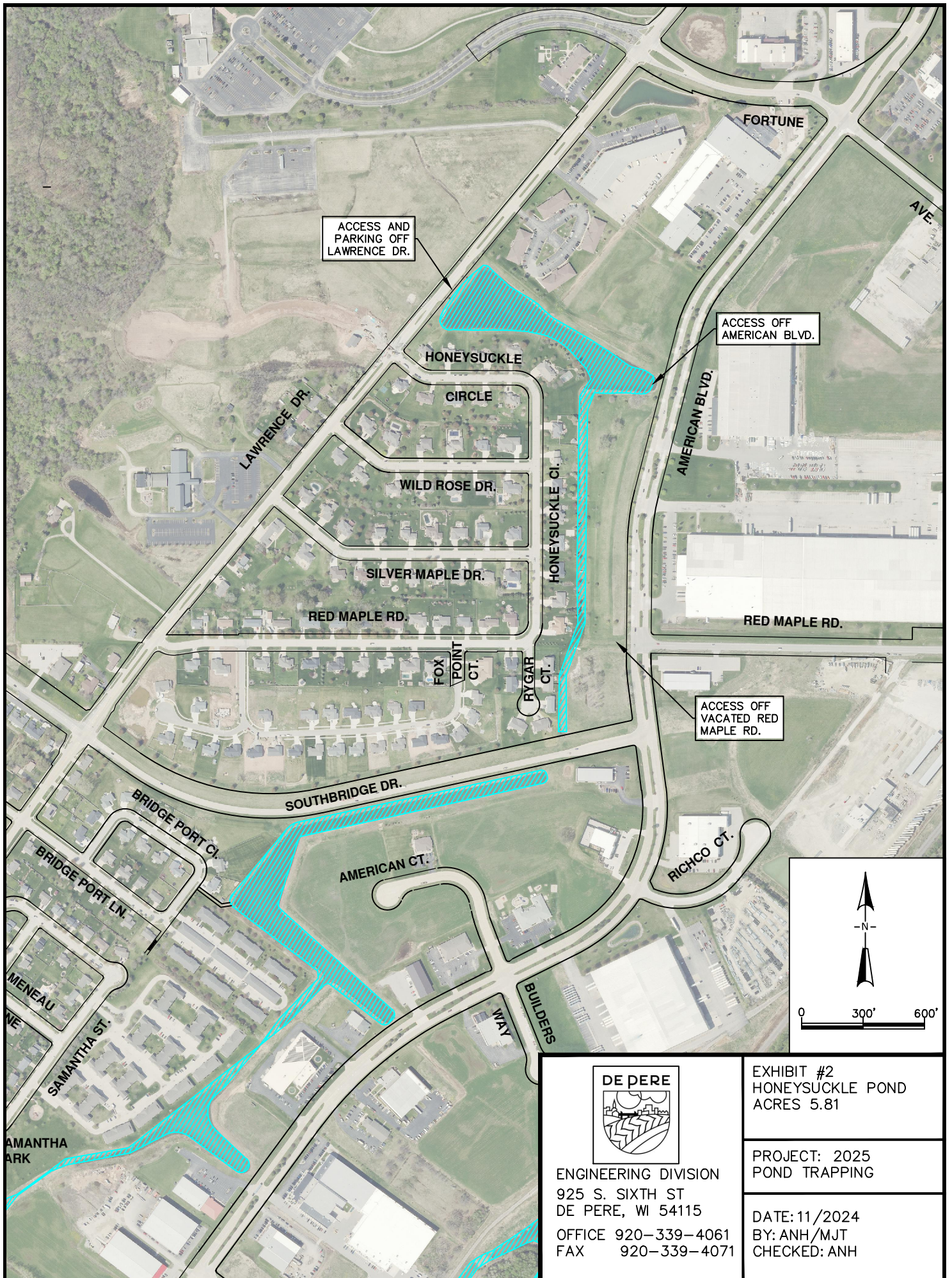


ENGINEERING DIVISION
 925 S. SIXTH ST
 DE PERE, WI 54115
 OFFICE 920-339-4061
 FAX 920-339-4071

EXHIBIT #1
 SW BUSINESS PARK
 POND SYSTEM
 ACRES 19.02

PROJECT: 2025
 POND TRAPPING

DATE: 11/2024
 BY: ANH/MJT
 CHECKED: ANH

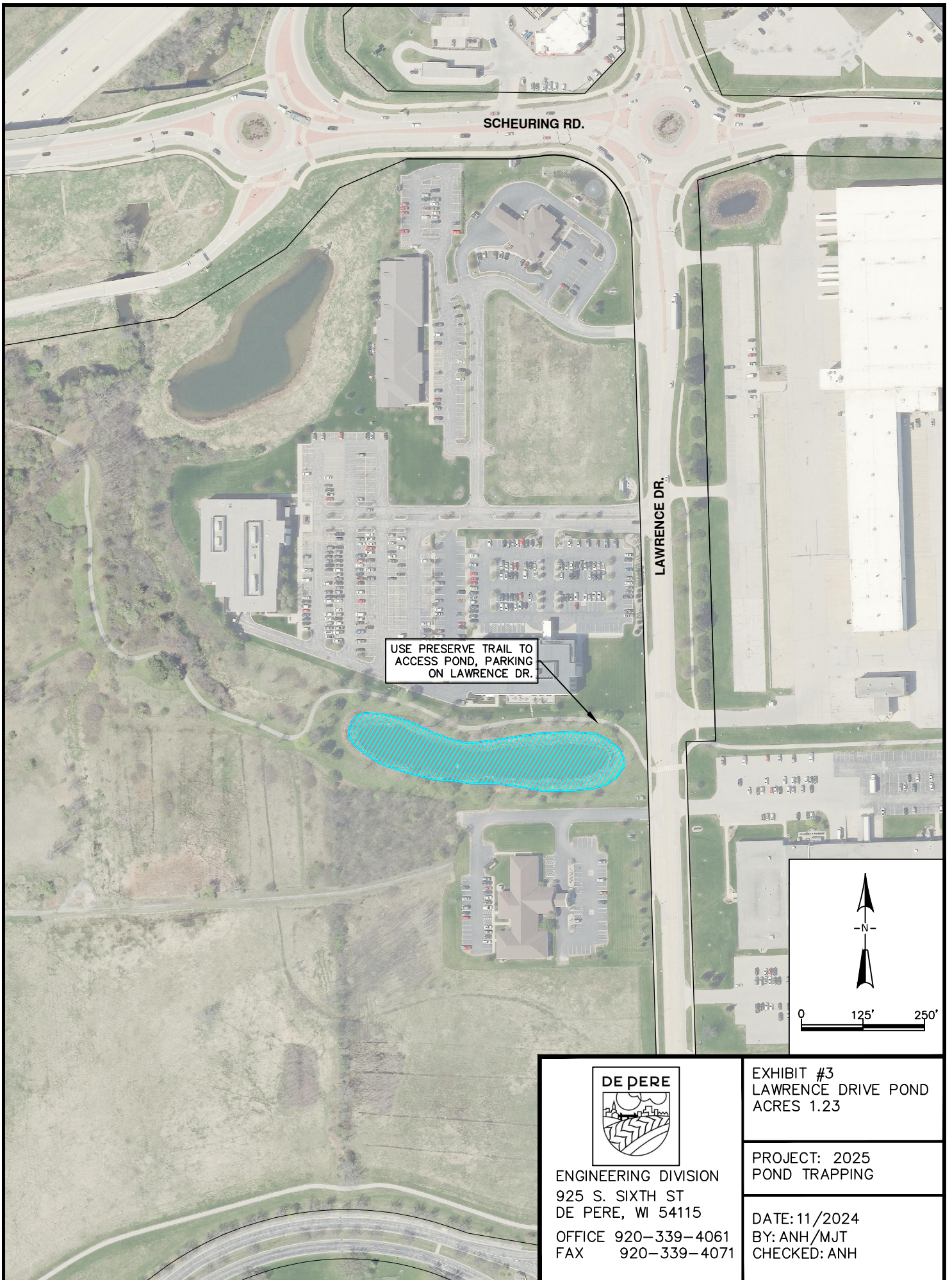


ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

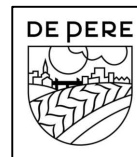
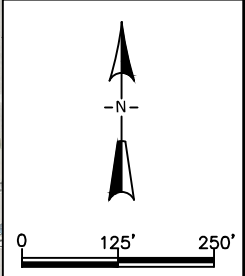
EXHIBIT #2
HONEYSUCKLE POND
ACRES 5.81

PROJECT: 2025
POND TRAPPING

DATE: 11/2024
BY: ANH/MJT
CHECKED: ANH



USE PRESERVE TRAIL TO
ACCESS POND, PARKING
ON LAWRENCE DR.

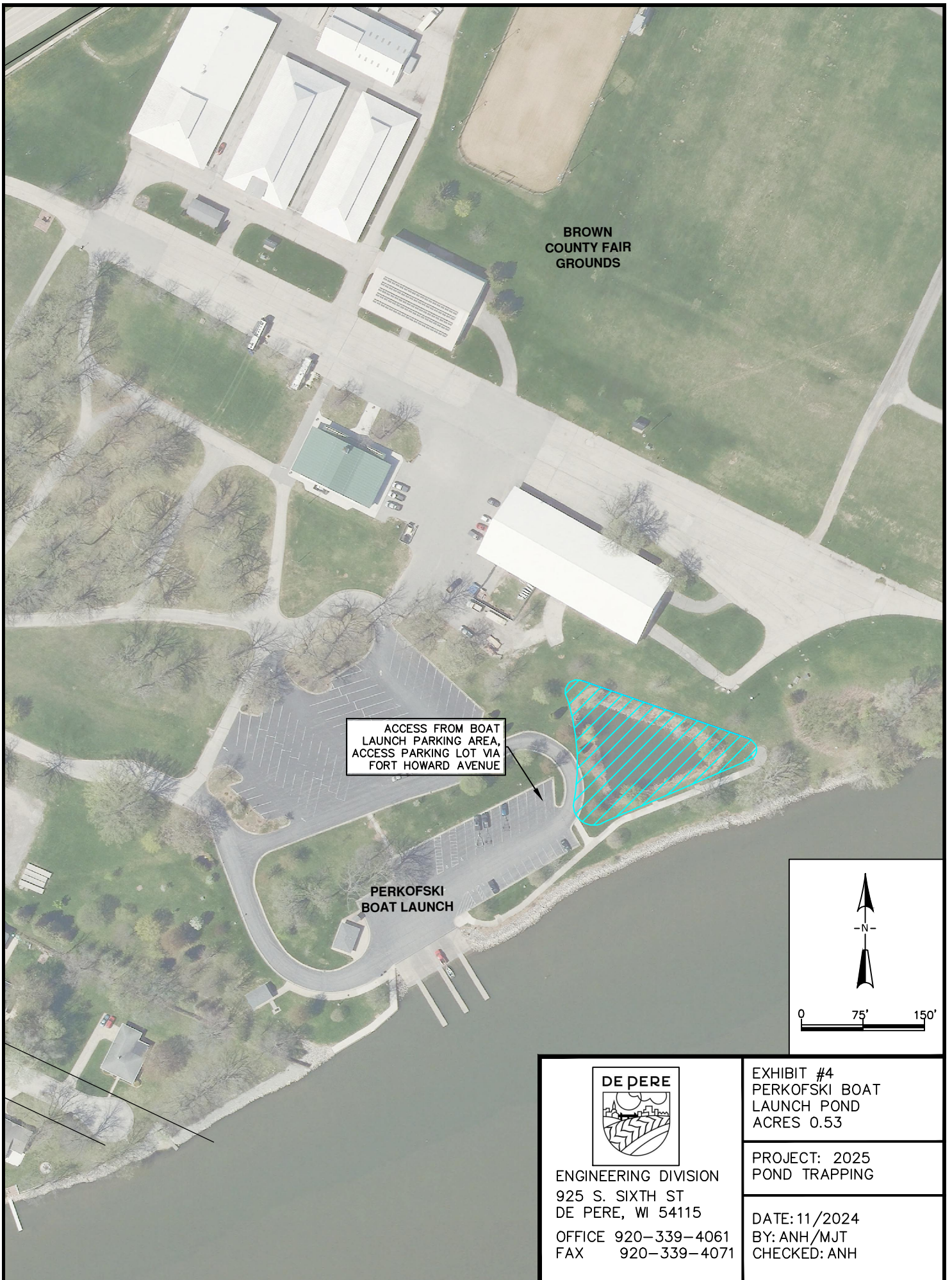


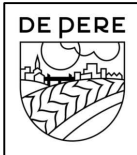
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

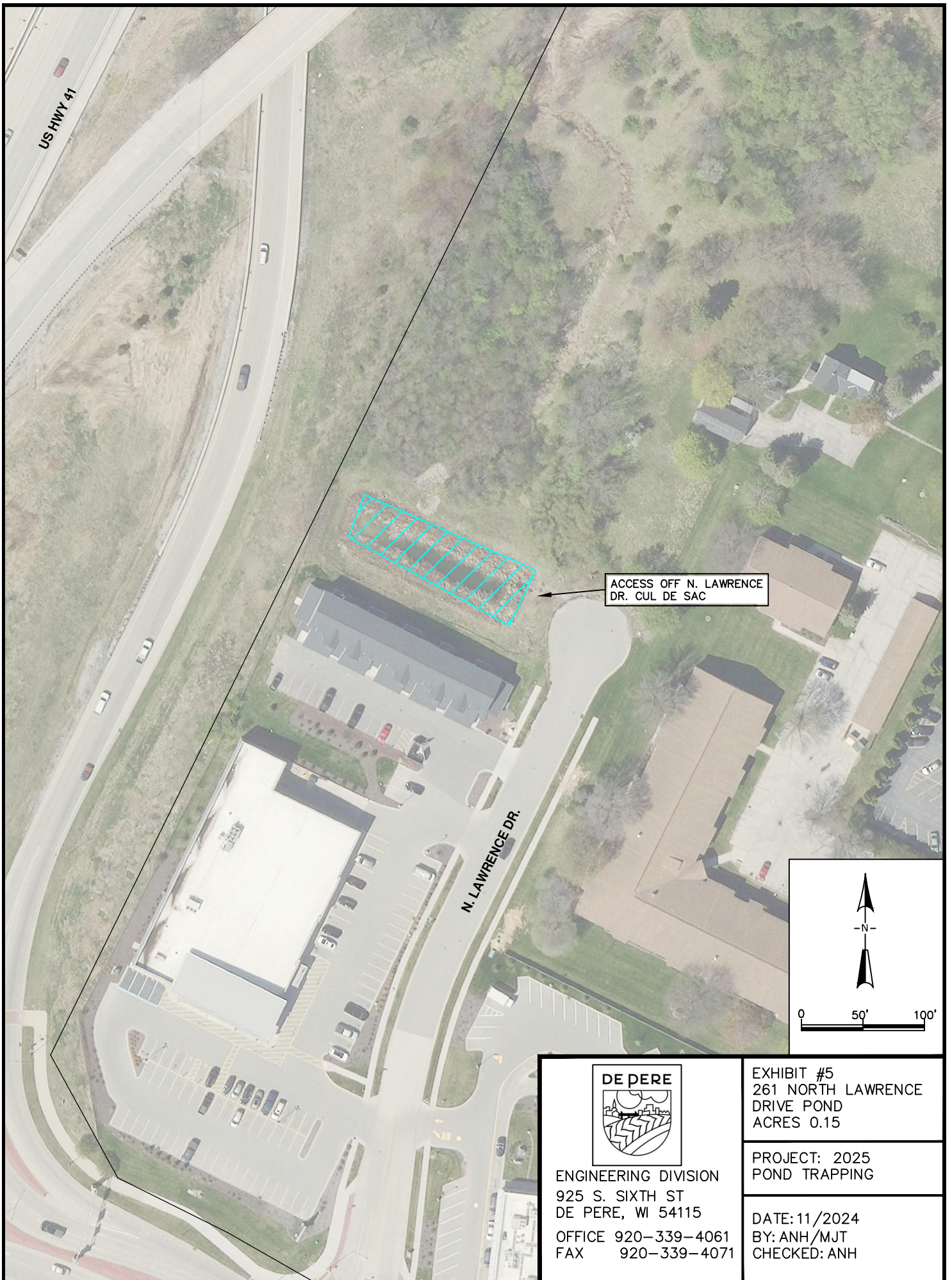
EXHIBIT #3
LAWRENCE DRIVE POND
ACRES 1.23

PROJECT: 2025
POND TRAPPING

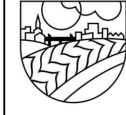
DATE: 11/2024
BY: ANH/MJT
CHECKED: ANH



 ENGINEERING DIVISION 925 S. SIXTH ST DE PERE, WI 54115 OFFICE 920-339-4061 FAX 920-339-4071	EXHIBIT #4 PERKOFSKI BOAT LAUNCH POND ACRES 0.53
	PROJECT: 2025 POND TRAPPING
	DATE: 11/2024 BY: ANH/MJT CHECKED: ANH



DE PERE



ENGINEERING DIVISION

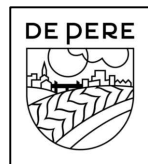
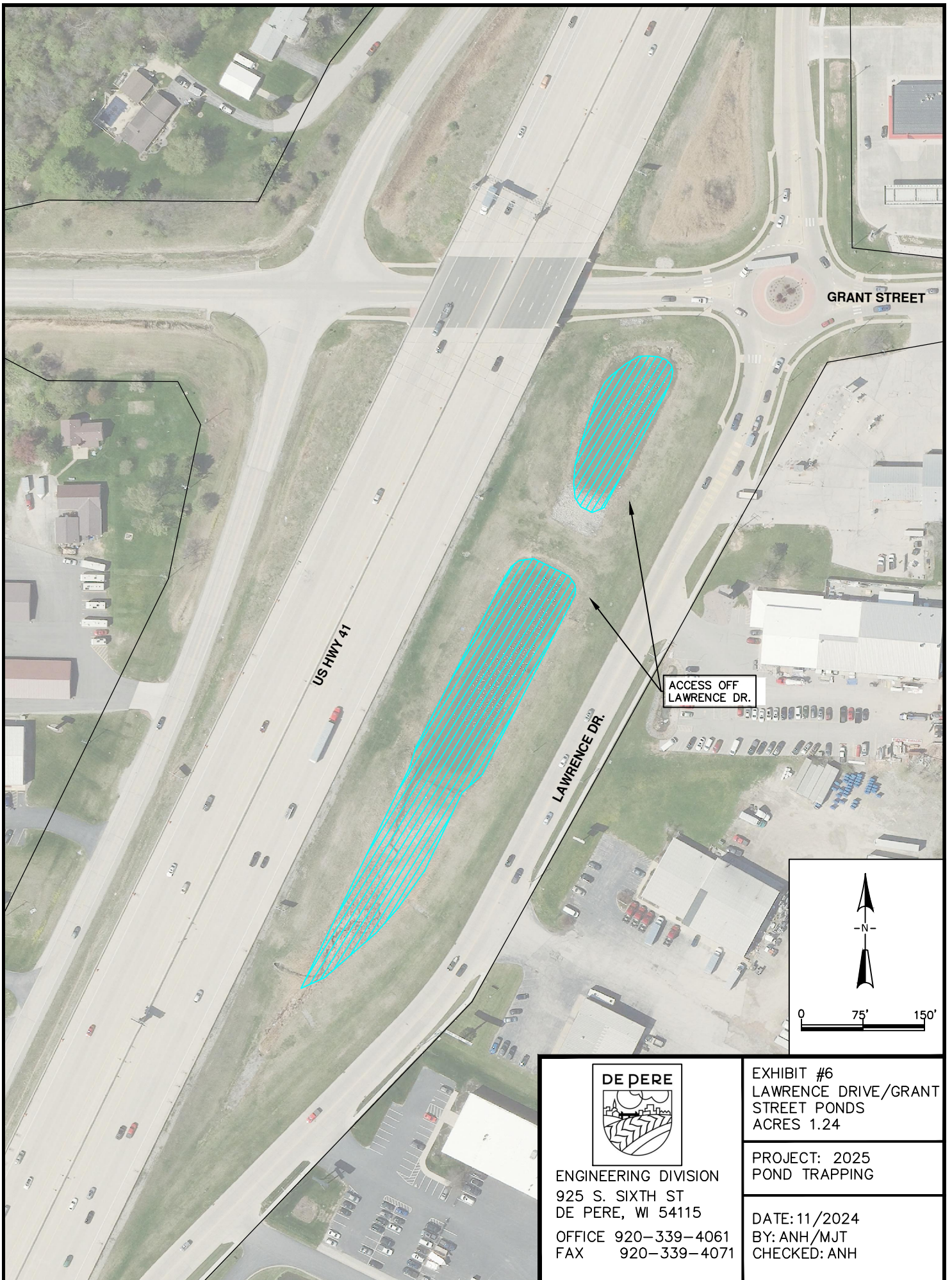
925 S. SIXTH ST
DE PERE, WI 54115

OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #5
261 NORTH LAWRENCE
DRIVE POND
ACRES 0.15

PROJECT: 2025
POND TRAPPING

DATE: 11/2024
BY: ANH/MJT
CHECKED: ANH



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

EXHIBIT #6
LAWRENCE DRIVE/GRANT
STREET PONDS
ACRES 1.24

PROJECT: 2025
POND TRAPPING

DATE: 11/2024
BY: ANH/MJT
CHECKED: ANH

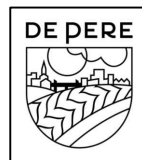
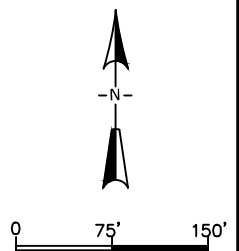
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CTH PP

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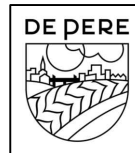
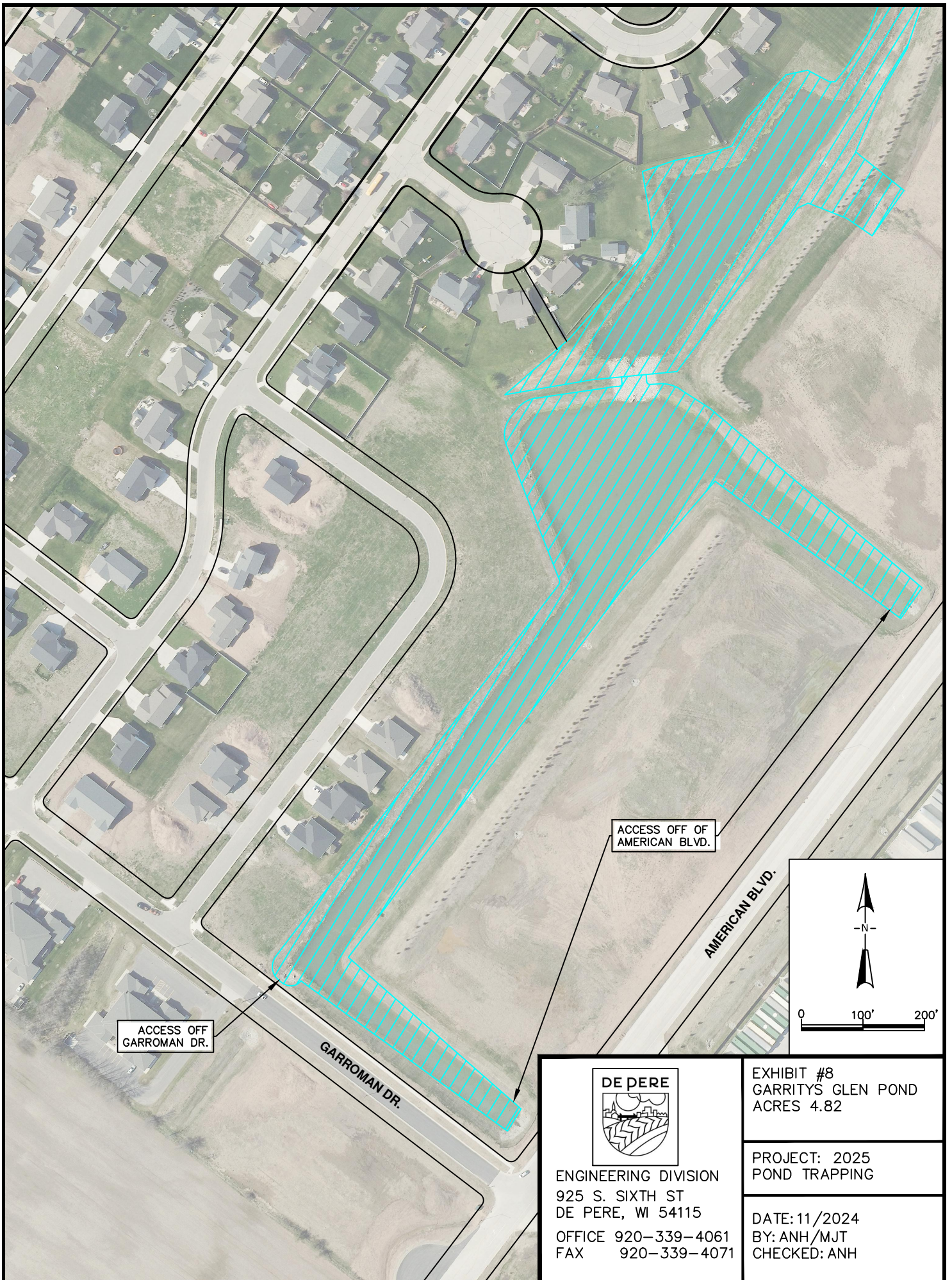


ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #7
TRAILSIDE LANE POND
ACRES 1.14

PROJECT: 2025
POND TRAPPING

DATE: 11/2024
BY: ANH/MJT
CHECKED: ANH



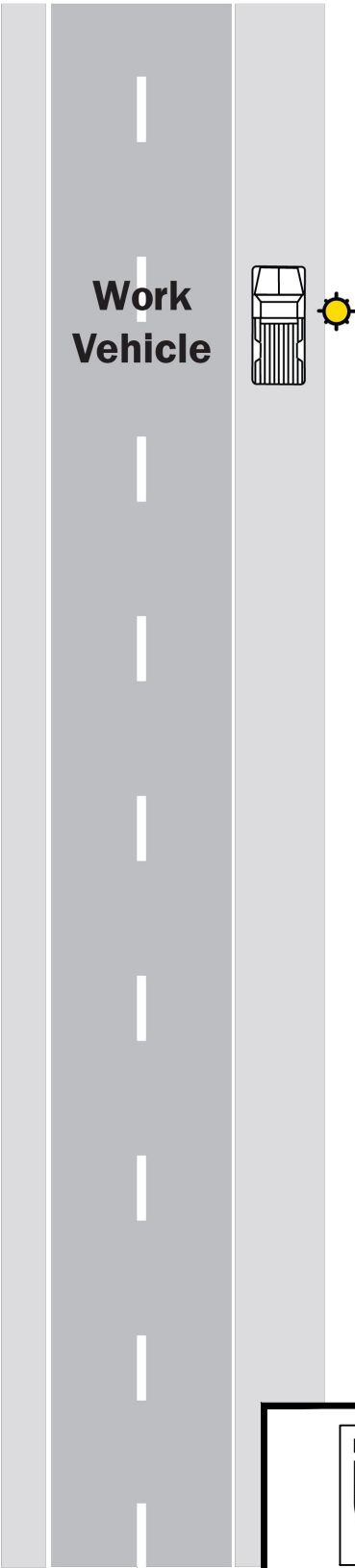
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #8
GARRITYS GLEN POND
ACRES 4.82

PROJECT: 2025
POND TRAPPING

DATE: 11/2024
BY: ANH/MJT
CHECKED: ANH

1. The Work Vehicle should be pulled over as far off the roadway as possible, and shall display and operate a 360-degree flashing beacon.



 ENGINEERING DIVISION 925 S. SIXTH ST DE PERE, WI 54115 OFFICE 920-339-4061 FAX 920-339-4071	EXHIBIT #9 WORK VEHICLE PARKED ON SHOULDER
	PROJECT: 2025 POND TRAPPING
	DATE: 11/2025 BY: ANH CHECKED: CKK

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND _____ (CONSULTANT NAME)
(Project Name)**

THIS AGREEMENT made and entered into this ____ day of _____, 2024, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and _____ ("Consultant").

WITNESSETH

WHEREAS, the City is in need of _____ (project description) _____; and

WHEREAS, the Consultant has available and offers to provide qualified personnel and facilities necessary to accomplish the work within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the ____ (date) ____ City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated ____ (date) ____ (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described in Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, standard specifications, and other information concerning the project that may be applicable in the design of the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall include copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings, specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

VI. AUDITOR ACCESS

Consultant shall, upon request of City or its auditors, provide access to and furnish the auditors with copies of requested records, reports and any other documentation in its possession or custody pertaining to financial transactions, records or other financial information held by Consultant in conjunction with or related to Consultant's obligations under this Agreement.

VII. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

VIII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

IX. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

X. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

XI. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national

origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XII. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$5,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

B. Consultant shall also maintain professional liability insurance covering damages to City resulting from errors and omissions of the Consultant. The limit of liability under said policy shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

C. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XIII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIV. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of persons and firms performing subcontract work.

XV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XVI. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XVII. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVIII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that work be

suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XIX.

XIX. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with a lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XXI. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to the following:

If to City:

If to Consultant:

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
James G. Boyd, Mayor

By: _____
Name: _____

By: _____
Carey E. Danen, City Clerk



Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: Engineering
FROM: Scott Thoresen, Public Works Director
SUBJECT: Resolution #25-31 Approving Annual Report Under Municipal Separate Storm Sewer System (MS4) Permit and its Submission to the Wisconsin Department of Natural Resources (DNR).
RECOMMENDED ACTION: Approve the MS4 General Permit Annual Report for submittal to the WDNR

The Board of Public Works at the March 10, 2025 meeting approved the Draft MS4 General Permit Annual Report for submittal to the WDNR and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

Reso25-31, 2025 0310 CI_BOPW-WDNR MS4 Annual Permit, MS4 Permit, 2-2024 TMDL Summary, 3-Storm Water Facility Maintenance Checklists, 4-2024 Storm Water Facility Inventory, 5-2024 Map Update Summary, 6-2024 MS4 Basin Updates, 7-2024 MS4 TMDL Maps, 8-2024 Storm Outfalls, 9-2024 Major and Minor Outfall ID Maps, 10-2024 Ashwaubenon Creek Basin Changes, 11-2024 East River Basin Changes, 12-2024 Fox River Changes, 13-2024 NEWSC Annual Report 2024 Final

RESOLUTION #25-31

APPROVING ANNUAL REPORT UNDER MUNICIPAL SEPARATE
STORM SEWER SYSTEM (MS4) PERMIT AND ITS SUBMISSION TO THE
WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR)

WHEREAS, the DNR has issued an MS4 Permit (Wisconsin Pollutant Discharge Elimination System Permit No. WI-S050075-03) to the City which regulates City's storm water management program; and

WHEREAS, as an MS4 Permit Holder, the City is required to submit an annual report to the DNR by March 31st of each year; and

WHEREAS, the attached Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permit No. WI-S050075-03 has been reviewed by the Board of Public Works and is recommended for approval; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves the City Annual Report under MS4 Permit No. WI-S050075-03 and authorizes submission by the City Engineer to the DNR on or before March 31, 2025, for the reporting year 2024.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of March, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 3/10/2025

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works

From: Eric P. Rakers, P.E., City Engineer

Date: March 10, 2025

RE: **Consideration and possible action on Draft 2024 Annual Report for the Wisconsin Department of Natural Resources MS4 General Permit***

The City has a Wisconsin Pollutant Discharge Elimination System Number WE-S050075-03 permit to discharge storm water from the Wisconsin Department of Natural Resources (WDNR). The City is required to complete an annual report as part of the permit. There are six different components to the permit that the City is responsible for completing during the permit five year cycle. These items include:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Pollutant Control
- Post-Construction Storm Water Management
- Pollution Prevention

The Engineering Department has created the draft Annual Report under MS4 General Permit for the 2024 calendar year and it is attached for your review. The Report identifies activities that the City has completed in 2024 to meet our MS4 General Permit for storm water discharge. Highlights from the 2024 Report include:

- Installed storm sewer and/or laterals
 - Project 25-01 – Bomier Street, Superior Street, and Virginia Drive.
 - Project 25-02 - Smits Street, Ridgeway Drive
- Replaced inlets with catch basins in Basin FE160 on Bomier Street, Superior Street, and Virginia Drive on Project 25-01.
- Restored 650 linear feet of the Prosper Street Swale
- Cleaned and televised 22,700 linear feet of storm sewer.
- Spring and fall leaf collection.
- Spring and fall brush collection.
- Street sweeping.
- Inspected all public storm water management ponds in the City.
- Membership in the Northeast Wisconsin Stormwater Consortium (NEWSC) which helps the City meet the requirements for Public Outreach and Education and Public Involvement and Participation.

Staff recommends the Board of Public Works approve the Annual Report for submittal to the WDNR.

Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

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Form 3400-224(R8/2021)

Reporting Information :

Will you be completing the Annual Report or other submittal type? ☒ Annual Report ☐ Other

Project Name: 2024 Annual Report

County: Brown

Municipality: De Pere City

Permit Number: S050075

Facility Number: 31088

Reporting Year: 2024

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable? ☐ Yes ☒ No

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
 - Public Education and Outreach Annual Report Summary
 - Public Involvement and Participation Annual Report Summary
 - Illicit Discharge Detection and Elimination Annual Report Summary
 - Construction Site Pollution Control Annual Report Summary
 - Post-Construction Storm Water Management Annual Report Summary
 - Pollution Prevention Annual Report Summary
 - Leaf and Yard Waste Management
 - Municipal Facility (BMP) Inspection Report
 - Municipal Property SWPPP
 - Municipally Property Inspection Report
 - Winter Road Maintenance
 - Storm Sewer Map Annual Report Attachment
 - Storm Water Quality Management Annual Report Attachment

- TMDL Attachment
 - Storm Water Consortium/Group Report
 - Municipal Cooperation Attachment
 - Other Annual Report Attachment
- Attach the following permit compliance documents as appropriate using the attachments tab above
- Storm Water Management Program
 - Public Education and Outreach Program
 - Public Involvement and Participation Program
 - Illicit Discharge Detection and Elimination Program
 - Construction Site Pollutant Control Program
 - Post-Construction Storm Water Management Program
 - Pollution Prevention Program
 - Municipal Storm Water Management Facility (BMP) Inventory
 - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan
 - Total Maximum Daily Load documents (**If applicable, see permit for due dates.*)
 - TMDL Mapping*
 - TMDL Modeling*
 - TMDL Implementation Plan*
 - Fecal Coliform Screening Parameter *
 - Fecal Coliform Inventory and Map (*S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022*)
 - Fecal Coliform Source Elimination Plan (*S050075-03 general permittees Appendix B - document due to the department by October 31, 2023*)
- Sign and Submit form

Municipal Contact Information- Complete

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Note: Compliance items must be submitted using the Attachments tab.

Municipality Information

Name of Municipality De Pere City

Facility ID # or (FIN): 31088

Updated Information:

☐ Check to update mailing address information

Mailing Address: 925 S. Sixth Street

Mailing Address 2:

City: De Pere City

State: WI

Zip Code: 54115

xxxxx or xxxxx-xxxx

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

☐ Select to **create new** primary contact

First Name: Eric

Last Name: Rakers

☐ Select to **update** current contact information

Title: City Engineer

Mailing Address: 925 S. Sixth St

Mailing Address 2:

City: De Pere

State: WI

Zip Code: 54115

xxxxx or xxxxx-xxxx

Phone Number: 920-339-4061

Ext:

xxx-xxx-xxxx

Email: erakers@deperewi.gov

Additional Contacts Information (Optional)

☐ I&E Program

Individual with responsibility for:
(Check all that apply)

- ☐ IDDE Program
- ☐ IDDE Response Procedure Manual
- ☐ Municipal-wide Water Quality Plan
- ☐ Ordinances
- ☐ Pollution Prevention Program
- ☐ Post-Construction Program
- ☐ Winter roadway maintenance

First Name:

Last Name:

Title:

Mailing Address:

Mailing Address 2:

City:

State:

Zip Code:

xxxxx or xxxxx-xxxx

Phone Number:

Ext:

xxx-xxx-xxxx

Email:

Municipal Billing Contact Person (Authorized Representative for MS4 Permit)

☒ Select to **create new** Billing contact

First Name:

Last Name:

☒ Select to **update** current contact information

Title:

Mailing Address:

Mailing Address 2:

City:

State:

Zip Code:

xxxxx or xxxxx-xxxx

Phone Number:

Ext:

xxx-xxx-xxxx

Email:

1. Does the municipality rely on another entity to satisfy some of the permit requirements?

☒ Yes ☐ No

☒ Public Education and Outreach NEWSC

☒ Public Involvement and Participation NEWSC

☒ Illicit Discharge Detection and Elimination Robert E Lee and Associates

- ☐ Construction Site Pollutant Control _____
- ☐ Post-Construction Storm Water Management _____
- ☐ Pollution Prevention

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

☐ Yes ☒ No

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Form 3400-224 (R8/2021)

Minimum Control Measures- Section 1 : Complete

1. Public Education and Outreach

- a. Does MS4 conduct any educational efforts or events independently (not with a group) ☒ Yes ☐ No
- b. How many total educational events were held during the reporting year:
- c. Were any of the public education and outreach delivery mechanisms conducted during the reporting year active or interactive? ☒ Yes ☐ No
- d. Please select all storm water topics, target audiences, and delivery mechanisms used in the reporting year

Public Education and Outreach Delivery Mechanisms (Active and Passive)	
Active/Interactive Mechanisms	Passive Mechanisms
☐ Education activities (school presentations, summer camps)	☒ Passive print media (brochures at front desk, posters, etc.)
☐ Information booth at event	☒ Distribution of print media (mailings, newsletters, etc.) via mail or email.
☒ Targeted group training (contractors, consultants, etc.)	☒ Media offerings (radio and TV ads, press release, etc.)
☒ Government event (public hearing, council meeting)	☒ Social media posts
☐ Workshops	☐ Signage
☐ Tours	☐ Website
☒ Other: <input <="" td="" type="text" value="Storm water discussion at Annual Publi..."/> <td>☒ Other: </td>	☒ Other:

Topics Covered	Target Audience
☒ Illicit discharge detection and elimination	☒ General Public
☒ Household hazardous waste disposal/pet waste management/vehicle washing	☒ Public Employees
☒ Yard waste management/pesticide and fertilizer application	☒ Residents
☐ Stream and shoreline management	☐ Businesses
☒ Residential infiltration	☒ Contractors
☒ Construction sites and post-construction storm water management	☐ Developers
☒ Pollution prevention	☐ Industries
☐ Green infrastructure/low impact development	☒ Public Officials
☐ Other:	☐ Other:

- e. Will additional information/summary of these education events be attached to the annual report? ☒ Yes ☐ No

If no, please provide additional comment in the brief explanation box below. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 2 : Complete

2. Public Involvement and Participation

a. Permit Activities. Select all of the following topics the Permittee did to engage public participation and involvement.

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☒ MS4 Annual Report ☐ Storm Water Management Program ☐ Storm Water related ordinance ☐ Other: 	☒ General Public ☐ Public Employees ☐ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☒ Public Officials ☐ Other	<u>101 +</u>	☐ Yes ☒ No

b. Volunteer Activities. Select all of the following audiences targeted for volunteer involvement and participation related to storm water.

☐ NA (Individual Permittee)

Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	☒ General Public ☐ Public Employees ☐ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Public Officials ☐ Other	<u>101 +</u>	☐ Yes ☒ No

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 3 : Complete

3. Illicit Discharge Detection and Elimination

- | | | |
|----|--|----------------------------------|
| a. | How many total outfalls does the municipality have? | <input type="text" value="122"/> |
| b. | How many major outfalls does the municipality have? | <input type="text" value="70"/> |
| c. | How many outfalls did the municipality evaluate as part of their routine ongoing field screening program? | <input type="text" value="0"/> |
| d. | From the municipality's routine screening, how many were confirmed illicit discharges? | <input type="text" value="0"/> |
| e. | How many illicit discharge complaints did the municipality receive? | <input type="text" value="2"/> |
| f. | From the complaints received, how many were confirmed illicit discharges? | <input type="text" value="2"/> |
| g. | How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)? | <input type="text" value="2"/> |

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

- h. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.

- | | |
|---|--------------------------------|
| ☐ Verbal Warning | <input type="text"/> |
| ☒ Written Warning (including email) | <input type="text" value="3"/> |
| ☐ Notice of Violation | <input type="text"/> |
| ☐ Civil Penalty/ Citation | <input type="text"/> |

Additional Information:

- i. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 4 : Complete

4. Construction Site Pollutant Control

- a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year?
- b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year?
- c. How many erosion control inspections did the municipality complete in the reporting year (at sites with one acre or more of land disturbing construction activity)?
- d. What types of regulatory mechanisms does the municipality have available to compel compliance with this program? Check all that are available and how many times each were used in the reporting year.
- | | |
|---|--------------------------------|
| ☒ Verbal Warning | <input type="text" value="1"/> |
| ☒ Written Warning (including email) | <input type="text" value="4"/> |
| ☐ Notice of Violation | <input type="text"/> |
| ☐ Civil Penalty/ Citation | <input type="text"/> |
| ☐ Stop Work Order | <input type="text"/> |
| ☐ Forfeiture of Deposit | <input type="text"/> |
| ☐ Other - Describe below | <input type="text"/> |
- e. Brief explanation on Construction Site Pollutant Control reporting . *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*
-

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

- a. How many new structural storm water management Best Management Practice (BMP) have received local approval ?
*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement,
- b. Does the MS4 have procedures for inspecting and maintaining private storm water facilities? ☒ Yes ☐ No
- c. If Yes, how many privately owned storm water management facilities were

inspected in the reporting year ? Inspections completed by private landowners should be included in the reported number.

0

- d. Does the municipality utilize privately owned storm water management BMP in its pollutant reduction analysis? ☐ Yes ☒ No
- e. Does MS4 have maintenance authority on these privately owned BMPs?
☒ Yes ☐ No
- f. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.
- | | |
|---|---|
| ☐ Verbal Warning | |
| ☒ Written Warning (including email) | 0 |
| ☒ Notice of Violation | 0 |
| ☐ Civil Penalty/ Citation | |
| ☐ Forfeiture of Deposit | |
| ☒ Complete Maintenance | 0 |
| ☐ Bill Responsible Party | |
| ☐ Other - Describe below | |

- g. Brief explanation on Post-Construction Storm Water Management reporting . *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page.*

The City of De Pere is working on a program requiring private facility's with storm water agreements to submit there own inspections annually.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

Minimum Control Measures - Section 6 : Complete

6. Pollution Prevention

Storm Water Management Best Management Practice Inspections ☐ Not Applicable

- a. Enter the total number of "municipally owned" (i.e., publicly owned BMPs) or operated (i. e., privately o wned BMPs) structural storm water management best management practices. 86
- b. How many new municipally owned storm water management best management practices were installed in the reporting year ? 0

- c. How many municipally owned (public) storm water management best management practices were inspected in the reporting year? 58
- d. What elements are looked at during inspections (250 character limit)?
See the attached pond and swale inspection checklists
- e. How many of these facilities required maintenance? 56
- f. Brief explanation on Storm Water Management Best Management Practice inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*
Maintenance is being performed in 2025 and many have been completed already.

Public Works Yards & Other Municipally Owned Properties that require a stormwater pollution prevention plan (SWPPP)* ☐ Not Applicable

- g. How many municipal properties require a SWPPP? 1
- h. How many inspections of municipal properties have been conducted in the reporting year? 12
- i. Have amendments to the SWPPPs been made?
☐ Yes ☒ No
- j. If yes, describe what changes have been made. Limit response to 250 characters and/or attach supplemental information on the attachment page:
- k. Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

* Any municipally owned property that has the potential to generate stormwater pollution should have a SWPPP. For example, if a municipal property stores compost piles, material storage, yard wastes, etc., outside and can contaminate stormwater runoff—a SWPPP is required.

Collection Services - Street Sweeping Program ☐ Not Applicable

- l. Did the municipality conduct street sweeping during the reporting year?
☒ Yes ☐ No
- m. If known, how many tons of material was removed? 314
- n. Does the municipality have a [low hazard exemption](#) for this material? ☐ Yes ☒ No
- o. If street sweeping is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?
☒ Yes - Explain frequency Daily based on the season
☐ No - Explain _____
☐ Not Applicable

Collection Services - Catch Basin Sump Cleaning Program ☐ Not Applicable

- p. Did the municipality conduct catch basin sump cleaning during the reporting year? ☒ Yes ☐ No
- q. How many catch basin sumps were cleaned in the reporting year?
- r. If known, how many tons of material was collected?
- s. Does the municipality have a low hazard exemption for this material? ☐ Yes ☒ No
- t. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?
- ☒ Yes- Explain frequency Annually
- ☐ No - Explain _____
- ☐ Not Applicable

Collection Services - *Leaf Collection Program* ☐ Not Applicable

- u. Does the municipality conduct curbside leaf collection? ☒ Yes ☐ No
- v. Does the municipality notify homeowners about pickup? ☒ Yes ☐ No
- w. Where are the residents directed to store the leaves for collection?
- ☒ Pile on terrace ☐ Pile in street ☐ Bags on terrace
- ☐ Other - Describe _____
- x. What is the frequency of collection?
- Once per week for 6 weeks (Fall) and 3-4 weeks (Spring)
- y. Is collection followed by street sweeping? ☒ Yes ☐ No
- z. Brief explanation on Collection Services reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page*

Winter Road Management ☐ Not Applicable

*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

- aa. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? (*One mile of a two-way road equals two lane miles.*)
- ab. Provide amount of de-icing products used by month last winter season?
- Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
<u>Salt</u>	25	37	56	124	45	94

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
<u>Brine</u>	0	500	1000	11519	6000	0

- ac. ☒ Yes ☐ No

Was salt applying machinery calibrated in the reporting year?

- ad. Have municipal personnel attended salt reduction strategy training in ☒ Yes ☐ No the reporting year?

Training Date	Training Name	# Attendance
3/5/2024	MS4 Workshop Ruekert Mielke	1
8/14/2024	2024 Winter Maintenance Workshop	5

- ae. Brief explanation on Winter Road Management reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

Winter road management includes a combination of equipment management and calibration along with staff training.

Internal (Staff) Education & Communication

- af. Has the municipality provided an opportunity for internal training ☒ Yes ☐ No or education to staff implementing the municipality's procedures for each of the pollution prevention program element ?

If yes, describe what training was provided (250 character limit):

2024 Winter Pre-season Meeting

- ag. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs, procedures and pollution prevention program requirements.

Elected Officials

Annual MS4 permit discussed at the Board of Public Works and Common Council.
Updated Storm Water Management Plan presented to the Board of Public Works.

Municipal Officials

Storm water requirements are discussed on a regular basis with proposed new development.

Appropriate Staff (such as operators, Department heads, and those that interact with public)

Discussed at staff meetings and with the MS4

- ah. Brief explanation on Internal Education reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Internal education involves attending external seminars along with regular discussions during meetings and on the construction sites

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

7. Storm Sewer System Map

- a. Did the municipality update their storm sewer map this year?

☒ Yes ☐ No

If yes, check the areas the map items that got updated or changed:

☐ Storm water treatment facilities

☒ Storm pipes

☐ Vegetated swales

☐ Outfalls

☐ Other - Describe below

- b. Brief explanation on Storm Sewer System Map reporting. *If you marked Unsure for an question for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Mapping is updated on a regular basis for infrastructure updates and implementing the City's storm water management plan.

Do not close your work until you SAVE.

Form 3400-224 (R8/2021)

Final Evaluation - Complete

Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
--------------------------------------	--------------------------	-------------------------	-----------------

Element: Public Education and Outreach

2024	33503	35972	<u>Storm water utility</u>
------	-------	-------	----------------------------

Element: Public Involvement and Participation

2024	33503	35972	<u>Storm water utility</u>
------	-------	-------	----------------------------

Element: Illicit Discharge Detection and Elimination

2024	17753	15554	<u>Storm water utility</u>
------	-------	-------	----------------------------

Element: Construction Site Pollutant Control

2024	103810	100301	<u>Storm water utility</u>
------	--------	--------	----------------------------

Element: Post-Construction Storm Water Management

2024	222433	910905	<u>Storm water utility</u>
------	--------	--------	----------------------------

Element: Pollution Prevention

2024	2714126	3289681	<u>Storm water utility</u>
------	---------	---------	----------------------------

Other (describe)

Storm Water Quality Management			
2024	532006	71943	<u>Storm water utility</u>

Please provide a justification for a "0" entered in the Fiscal Analysis. *Limit response to 250 characters.*

Water Quality

a: Were there any known water quality improvements in the receiving waters to which the

municipality's storm sewer system directly discharges to?

☐ Yes ☒ No ☐ Unsure If Yes, explain below:

b: Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

☐ Yes ☒ No ☐ Unsure If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

☐ Yes ☒ No ☐ Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

☒ Yes ☐ No ☐ Unsure

Storm Water Quality Management

a. Has the municipality completed or updated modeling in the reporting year (relating to developed urban area performance standards of s. NR 151.13(2)(b)1., Wis. Adm. Code)? ☐ Yes ☒ No

b. If yes, enter percent reduction in the annual average mass discharging from the entire MS4 to surface waters of the state as compared to implementing no storm water management controls:

Total suspended solids (TSS)

Total phosphorus (TP)

Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. *If your response exceeds the 250 character limit, attach supplemental information on the attachments page.*

Do not close your work until you SAVE.

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Form 3400-224 (R8/2021)

Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- ☐ Public Education and Outreach
- ☐ Public Involvement and Participation
- ☐ Illicit Discharge Detection and Elimination
- ☐ Construction Site Pollutant Control
- ☐ Post-Construction Storm Water Management
- ☐ Pollution Prevention
- ☐ Storm Water Quality Management
- ☐ Storm Sewer System Map
- ☐ Water Quality Concerns
- ☐ Compliance Schedule Items Due
- ☐ MS4 Program Evaluation

Do not close your work until you **SAVE**.

Form 3400-224(R8/2021)

Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

***Required Item**

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

Storm Sewer System Map

 File Attachment

Attach - Other Supporting Documents

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Attach - Permit Compliance Documents

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

- Storm Water Management Program (*S050075-03 General Permit and S058416-04 Madison Area Group Permit shall have a written storm water management program that describes in detail how the permittee intends to comply with the permit requirements for each minimum control measure. Updated programs are due to the department by March 31, 2021.*)
 - Public Education and Outreach Program
 - Public Involvement and Participation Program
 - Illicit Discharge Detection and Elimination Program
 - Construction Site Pollutant Control Program
 - Post-Construction Storm Water Management Program
 - Pollution Prevention Program
 - Municipal Storm Water Management Facility (BMP) Inventory (*S050075-03 03 General Permit and S058416-04 Madison Area Group Permit 2.6.1 - inventory due to the department by March 31, 2021.*)
 - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan (*S050075-03 03 General Permit and S058416-04 Madison Area Group Permit 2.6.2 – document due to the department by March 31, 2021.*)
- Total Maximum Daily Load documents (**If applicable, see permit for due dates.*)
 - TMDL Mapping*
 - TMDL Modeling*
 - TMDL Implementation Plan*

- Fecal Coliform Screening Parameter *
- Fecal Coliform Inventory and Map (*S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022*)
- Fecal Coliform Source Elimination Plan (*S050075-03 general permittees Appendix B - document due to the department by October 31, 2023*)

Missing Information

Draft and Share PDF Report with the permittee's governing body or delegated representatives.

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After the annual report has been reviewed by the governing body or delegated representative, return to the MS4 eReporting System to submit the final report to the DNR.

[Draft and Share PDF Report](#)

Form 3400-224(R8/2021)

Complete and Submit Your Application

You have not completed all areas of the application. Please return to the application and complete all missing items.

Contact Information: [Complete](#)

Minimum Control Measures Section 1: [Complete](#)

Minimum Control Measures Section 2: [Complete](#)

Minimum Control Measures Section 3: [Complete](#)

Minimum Control Measures Section 4: [Complete](#)

Minimum Control Measures Section 5: [Complete](#)

Minimum Control Measures Section 6: [Complete](#)

Minimum Control Measures Section 7: [Complete](#)

Attachments: [Has Missing Items](#)

Final Evaluation: [Complete](#)

CITY OF DE PERE

Public Works - Engineering Department

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City of De Pere MS4 Annual Permit – Supplemental Information for 2024 Activities

Last Update: March 5, 2025

Note during the year:

List:

- *Active or Passive*
- *Delivery Mechanism – See Permit, 2.1.2 Table 2*
- *Audience – General Public, Public Employees, Residents, Businesses, Contractors, Developers, Industries, Public Officials, or Other*

Below is a summary of activities completed for the various requirements of the MS4 permit.

1 - Public Education and Outreach Summary

- 2024 0130 PIM for 24-02. Active. Presented information on ice and snow removal (including salt use reduction), grass clipping management (including sweeping up in the road), and leaf collection (including discussion about storing leaves in the terrace). (6 People)
- 2024 0201 PIM for 24-01. Active. Presented information on ice and snow removal (including salt use reduction), grass clipping management (including sweeping up in the road), and leaf collection (including discussion about storing leaves in the terrace). (People not known)
- 2024 0213 Discussed storm water at the Sustainability Commission. Active
- 2024 0312 Staff interviewed for Fox 11 story regarding salt usage. Passive
- 2024 0312 Discussed storm water at the Sustainability Commission. Active
- 2024 0319 & 0328 Provided additional 50 handouts of Good Dog, Good Owner to City Hall for distribution. This is handed out with dog license. Active.
- 2024 0403 Sent "The Perfect Lawn" flyer to eight (8) residents who also received notifications to clean grass clippings/debris from swales. Passive
- 2024 0506 Sent "The Perfect Lawn" flyer to three (3) residents who also received notifications to clean grass clippings/debris from swales. Passive
- 2024 0701 Posted the following on our social media sites.
 - Fireworks and Pollution. Passive.
 - Pest Waste. Passive.
 - Street Sweeping. Passive.
- 2024 0904 Sent "The Perfect Lawn" flyer to one (1) business who also received a notification to clean grass clippings/debris from a pond. Passive

- 2024 0917 Storm Water Week Proclamation approved at Common Council. (Need to print proclamation)
- 2024 0919 Storm Water Booth at Farmer's Market. 27 people stopped to discuss. Active
- 2024 0923 Storm Water Awareness Week Participation. Passive

2 - Public Involvement and Participation

- 2024 0311 Discussed MS4 Annual Permit at the BOPW and addressed questions. Active
- 2024 0212, 2024 0312, 2024 0611, 2024 0709 Discussed storm water management at the Sustainability Commission. Active
- 2024 0813 Discussed adopt an inlet at Sustainability Commission. Active
- 2024 0820 Discussed and adopted adopt an inlet at Common Council. Active

3 - Illicit Discharge Detection and Elimination

- 2024 0205 Insulation beads entered storm sewer from Shopko demolition
- 2024 1118 IDDE Follow-up on two sites. REL E-mail.

4 - Construction Site Pollutant Control

- 2024 0207 Active. E-mail sent out to contractors notifying of upcoming rain and the need to have erosion control in place. (36 People)
- 2024 0209 Active. E-mail sent to contractors with notice of non-compliance (11 People)
- 2024 0212 Active. E-mail with stop order to 1784-1786 Garroman (1)
- 2024 0212 Active. E-mail with stop order to 2514 S. Stellita (1)
- 2024 0212 Active. E-mail with stop order to 2537 and 2538 N. Stellita (1)
- 2024 0212 Active. E-mail with stop order to 2576 S. Stellita (1)
- 2024 0213 Active. E-mail with stop order to 389 Willie Mays (1)
- 2024 0213 Active. E-mail with stop order to 302 Willie Mays (1)
- 2024 0213 Active. E-mail with stop order to 417 Lansdowne (1)
- 2024 0213 Active. E-mail with stop order to 2508 Meadowview (1)
- 2024 0213 Active. E-mail with stop order to 2514 S. Stellita (1)
- 2024 0703 Active. E-mail to home builders as a reminder to check inlet protection.
- 2024 1105 Active. E-mail to repair erosion control at 2164 Fox Point Circle (1)
- 2024 1105 Active. E-mail to repair erosion control at 2493 Kilrush Road (1)
- 2024 1105 Active. E-mail to repair erosion control at 2564 Meyer Way (1)

5 - Post Construction Storm Water Management

- 2024 0328 – Crews spent two days fixing outfalls
- 2024 0419 – Cleaned 341 catch basins in the east and west side. Visually inspected additional catch basins that were deemed clean.
- 2024 0403 Sent grass/yard debris violation (dumping in swales and near ponds) to eight (8) residents.
- 2024 0912 Sent debris violation letter (brush dumped by pond) to 1844 Payton Court

- 2024 1009 Trimmed storm water pond on basin AC140 off Cross Creek Circle.
- 2024 1010 Cleaned swale at storm water pond on basin ER 120 off Trailside Lane.
- 2024 1010 Trimmed woody vegetation around the storm water pond on basin ER120 off Trailside Lane.
- 2024 1011 Sent grass/yard debris violation (dumping near swales) to seven (7) residents along with the “The Perfect Lawn” brochure.
- 2024 1113 Send grass/yard debris violation (dumping at City pond) to 2021 Enterprise Drive along with the “The Perfect Lawn” brochure.

6 - Pollution Prevention

- Internal Training
 - 2024 0129 – Green Tier Legacy Communities – Sustainable Storm Water Project Discussion - Chase
 - 2024 0209 – Storm Water Inspector Re-Certification – Matt Le Clair and McKenzie Thomson
 - 2024 0227 – Fox-Wolf Conference – Chase Kuffel
 - 2024 0305 – MS4 General Permit Training - Tony
 - 2024 0311 – Meeting to discuss storm water management facility maintenance – Tony, Matt, Adam, Eric
 - 2024 0418 – Training on sewer nozzles for cleaning storm sewer – Five staff.
 - 2024 0414 – Training at APWA Winter Road Maintenance Operator Certification – Five Hour Course – Five staff.
- 2024 0302 – Volunteer for park cleanup (3 parks).
- 2024 0311 – Presented MS4 Annual Permit to the BOPW. Five elected officials and three staff
- 2024 0312 – Discussed MS4 Annual Permit with staff. Dennis, Matt, Tom, Don, Tony, Adam, Betty, Chase, Eric
- 2024 0312 – Volunteer for park cleanup (1 park)
- 2024 0319 Discussed outfall inspection and cleanup plan for 2024 with the Street Department.
- 2024 0328 – Storm water pond outfall maintenance by Street Department.
- 2024 0515 – SWPPP plan reminder – Six staff.
- 2024 0618 – Cleaned illegal debris dumping on the pond off Diversity Drive.

Map Updates

- Waterview Heights – Phase 2
- Ridgeway Drive
- Superior, Virginia, Bomier

MS4 Team Meeting – Internal Education and Communication - Meet the training component on WDNR form.

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POND SEDIMENT INSPECTION CHECKLIST Get pond depths in multiple areas every 5 years to measure the sediment accumulation.	BASIN ID:
	SITE NAME:
	PERSONS INSPECTING
	LEVEL/SAFETY ROPE:
	ICE DRILL/ROD:
	GPS:
	INSPECTION DATE:

Ownership (Circle One) Public Private

GIS POINT NUMBER	COORDINATE (N,E)	TOP OF SEDIMENT DEPTH	BOTTOM OF POND DEPTH

ADDITIONAL COMMENTS/ISSUES:

UPDATE MASTERSHEET under x:\Storm\Inspections & Calcs by Basin\Stormwater Inspection Mastersheet

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POND OPERATION & MAINTENANCE INSPECTION CHECKLIST Inspection of all listed items shall take place at least quarterly (unless noted otherwise) and after rainfall events resulting in 2" of rainfall or more. A copy of this document shall be completed during each inspection. The party responsible for performing inspections and maintenance shall keep all completed checklists and make them available to Municipal, County, and State Officials upon request.	BASIN ID:	
	SITE NAME:	
	PERSON INSPECTING:	
	INSPECTION DATE AND TIME:	
	RAINFALL WITHIN PAST 2-3 DAYS:	
Reason for Inspection (Circle One): Complaint / Storm Event / Scheduled / Other		
Ownership (Circle One) Public Private		
LEGEND: PROBLEM NOTICED N/A = Not Applicable M = Monitor (potential for future problem) NP = Not a Problem WN = Work Needed		
ITEM INSPECTED	PROBLEM NOTICED	COMMENTS
INFLOW ASSESSMENT		
Obstruction: Vegetation/Debris/Sediment		
Erosion/Undercutting		
Displacement of Fabric/ Rip Rap		
Pipe Condition/Exposure		
Other:		
FOREBAY ASSESSMENT		
Sediment/ Debris Accumulation		
Side Slope Erosion		
Invasive Vegetation		
Other:		
VEGETATED SHELF / MAIN TREATMENT AREA ASSESSMENT		
Visible Pollution / Muddiness		
Sediment / Debris Accumulation		
Plants are Dead, Diseased, or Dying		
Bare Soil/Erosive Gullies		
Algae Cover (estimate %)		
Invasive Vegetation (estimate %)		
Phragmites (estimate %)		

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EMBANKMENT ASSESSMENT		
Erosion and/or Loss of Dam Material		
Shrubs/Trees Present		
Animal Burrows		
Soft Spots or Boggy Areas		
Slides		
Other:		
OUTLET DEVICE ASSESSMENT		
Obstruction: Vegetation/Debris/Sediment		
Erosion/Undercutting		
Joint Failure/ Loss of Joint Material		
Leaking Device		
Other:		
MISCELLANEOUS		
Trash/Debris		
Access		
Vandalism		
Fence Condition (if applicable)		
Fish/ Wildlife Observations		
Signage (if applicable)		
Muskrats		

Attach color digital photographs of the site and structural BMPs including a caption describing each photo.

COMMENTS:

OVERALL CONDITION OF FACILITY:

In accordance with approved design plans? Y / N

Maintenance required as detailed above? Y / N

Dates by which maintenance should be completed: ____/____/____

Signature of Person Inspecting: _____

UPDATE MASTERSHEET under x:\Storm\Inspections & Calcs by Basin\Stormwater Inspection Mastersheet

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BIOFILTER OPERATION & MAINTENANCE INSPECTION CHECKLIST Inspection of all listed items shall take place at least quarterly (unless noted otherwise) and after rainfall events resulting in 2" of rainfall or more. A copy of this document shall be completed during each inspection. The party responsible for performing inspections and maintenance shall keep all completed checklists and make them available to Municipal, County, and State Officials upon request.			BASIN ID:
			ADDRESS:
			PERSON INSPECTING:
			INSPECTION DATE AND TIME:
			RAINFALL WITHIN PAST 2-3 DAYS:
Reason for Inspection (Circle One): complaint / storm event / scheduled / other			
Ownership (Circle One): Public Private			
ITEM INSPECTED	PROBLEM NOTICED	COMMENTS	
EMBANKMENT & EMERGENCY SPILLWAY			
1. Vegetation & ground cover condition			
2. Appropriate plants per site plan/weeds			
3. Adequate freeboard			
4. Erosion occurring			
5. Cracking or bulging			
6. Animal burrows or damage			
7. Seepage or leaks on downstream face			
8. Vertical & Horizontal alignment of top of berm as per plans			
9. Clear of debris and obstructions			
10. Accessible for maintenance			
11. Is the emergency spillway level, note condition			
BOTTOM OF BASIN			
12. Vegetative & ground cover condition			
13. Appropriate plants per site plan			
14. Removal of debris and trash (See Note 1)			
15. Visible pollution or sheen			
16. Evidence of edge erosion			
17. Ponding present over 50% of basin floor 3 days after a rainfall event (See Note 2)			

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INFLOW POINTS		
18. Riprap failures		
19. Condition of endwalls / headwalls		
20. Evidence of slope erosion		
21. Condition of inflow pipes and/or swales		
22. Condition of spreader structure (If applicable)		
OTHER		
23. Encroachments on facility maintenance easements		
24. Complaints from residents		
25. Any public hazards		
26. Evidence of invasive species		
27. Evident of snow storage on facility		

COMMENTS:

OVERALL CONDITION OF FACILITY:

In accordance with approved design plans?

Y / N

Maintenance required as detailed above?

Y / N

Dates by which maintenance will be completed:

___/___/___

Signature of Person Inspecting: _____

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Notes:

- 1) Trash shall be removed as quickly as possible once it is observed.
- 2) Restoration Procedures – these include removing the top 2 to 3 inches, chisel plowing and adding topsoil and compost. If deep tilling is used, the basin shall be drained and the soils dried to a depth of 8 inches. If the basin was planted in turf grass and clogging again occurs after these restoration procedures have been used, the owner/operator shall replant with prairie type vegetation using the soil preparation method recommended by the native nursery in the area.
- 3) Do not use heavy machinery for maintenance as it may cause clogging of the surface of the basin.
- 4) Do not spread topsoil over surface of the basin as this will decrease the infiltration rate.
- 5) Keep basin off-line from the storm water system until seed become established. Never allow sediment from disturbed areas of the site to enter the basin.
- 6) Winter Maintenance – All drawdown devices in the pond shall be opened during winter months to discourage infiltration of runoff water containing high levels of chlorides. If this practice is an enclosed basin, the use of chloride deicers shall be limited in the area draining to the basin to reduce the chance of exceeding the limits of ch. NR 140.

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SWALE OPERATION & MAINTENANCE INSPECTION CHECKLIST Inspection of all listed items shall take place annually (unless noted otherwise) and after rainfall events resulting in 2" of rainfall or more. A copy of this document shall be completed during each inspection. The party responsible for performing inspections and maintenance shall keep all completed checklists and make them available to Municipal, County, and State Officials upon request.		BASIN ID:
		ADDRESS:
		PERSON INSPECTING:
		INSPECTION DATE AND TIME:
		RAINFALL WITHIN PAST 2-3 DAYS:
Reason for Inspection (Circle One): complaint / storm event / scheduled / other		
Ownership (Circle One): Public Private		
ITEM INSPECTED	PROBLEM NOTICED	COMMENTS
	N/A – Not Applicable M – Monitor NP – Not a Problem WN – Work Needed	
SIDEWALL CONDITION		
1. Vegetation & ground cover condition		
2. Erosion occurring		
3. Cracking or bulging		
4. Animal burrows or damage		
5. Other		
BOTTOM		
6. Vegetative & ground cover condition		
7. Sediment accumulation on vegetation		
8. Removal of debris and trash needed		
9. Vertical & horizontal alignment per plan		
10. Evidence of edge erosion		
11. Sitting water present (approx. depth)		
12. Other		
INFLOW POINTS		
13. Riprap failures		
14. Evidence of slope erosion		
15. Condition of inflow pipes/endwalls and/or swales		
16. Other		

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OUTFLOW/CONNECTION POINTS		
17. Water backlog		
18. Evidence of slope erosion		
19. Condition of outflow pipes/endwalls and/or swales		
20. Other		
OTHER		
21. Encroachments on facility maintenance easements		
22. Complaints from residents		
23. Any public hazards		
24. Evidence of invasive species		
25. Evidence of snow storage on facility		
26. Evidence of dumping (Grass, leaves, etc.)		

COMMENTS:

OVERALL CONDITION OF FACILITY:

In accordance with approved design plans? Y / N

Maintenance required as detailed above? Y / N

Dates by which maintenance will be completed: ____/____/____

Signature of Person Inspecting: _____

CITY OF DE PERE

Public Works - Engineering Department

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STORM SEWER OUTFALL INSPECTION CHECKLIST – CITY FACILITIES Inspection of all listed items shall take place annually. This form is to be used when outlets are not inspected for IDDE.	BASIN ID:																																																							
	SITE NAME:																																																							
	PERSON INSPECTING:																																																							
	INSPECTION DATE AND TIME:																																																							
	RAINFALL WITHIN PAST 2-3 DAYS:																																																							
Reason for Inspection (Circle One): complaint / storm event / scheduled / other																																																								
N/A = Not Applicable M = Monitor (potential for future problem) NP = Not a Problem WN = Work Needed																																																								
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Attach color digital photographs of the site and structural BMPs including a caption describing each photo.

CITY OF DE PERE

Public Works - Engineering Department

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COMMENTS:

OVERALL CONDITION OF FACILITY:

In accordance with approved design plans? Y / N

Maintenance required as detailed above? Y / N

Dates by which maintenance will be completed: ____/____/____

Signature of Person Inspecting: _____

STORMWATER OPERATION & MAINTENANCE LISTING						No. of Problems Noticed (Inspection Checklist)						
Basin	Name or Location	Type	Date of Last Inspection	Inspector	Ownership	Monitor (M)	Work Needed (WN)	Maintenance Deadline	Maintenance Completed	Follow Up Inspection Date	Maintenance Needed	Maintenance Agreement
AC050B	Westwind Ct	Pond			Public							Public
AC051	261 N Lawrence Dr	Pond	8/21/2024	ANH	Public	5	1		Yes		remove silt fence & logs	Public
AC050A	Elm - Ninth St	Swale/Ravine			Public							Public
AC130A	1951 Snowy Owl Ct [Organics Inc]	Pond			Public							Public
ER010A	W. Baraboo Cir.	Swale/Ravine			Public							Public
ER010A	1820-11A Ridgeway Dr (Eau Claire Pl)	Pond			Public							Public
ER020A	Pecatonica Ct drain	Swale/Ravine			Public							Yes
ER030A	1979 Tyler Ln	Pond			Public							No
ER040A	Shelley Ln [POTENTIAL]	FUTURE			Public							Public
AC055A	Exit 163 (Mid-Valley Rd-Hwy 41)	Pond	11/19/2024	ANH & BM	Public	1	1				Phragmites. Some pipes missing on DIME- add to list to shoot.	Public
ER130A	Diversity Dr (Susie C Altmayer Elementary)	Pond	11/13/2024	ANH	Public	1	2		Yes		NW inflow pipe and outlet need to be cleaned of debris.	No
FE030A	1011 Broadway St. (West of Fox River Trail)	Pond			Public							Public
AC060A	NW Lawrence - Grant Dry	Dry Detention	11/4/2024	ANH	Public	0	1		Yes		Clean all 4 endwalls of vegetation. Phragmites	Public
AC060A	SW Lawrence - Grant	Pond	8/22/2024	ANH	Public	11	0				Note: continue to monitor sediment from watermain break discharge	Public
AC090A	Exit 161 Roundabout (Hwy 41 - Scheuring)	Pond	11/4/2024	ANH	Public	1	0				Phragmites	Public
AC090A	Lawrence Dr (Integrus Parking-Preserve Entrance)	Pond	11/4/2024	ANH	Public	2	0				Phragmites, muskrats	Public
AC090A	Scheuring - American Blvd	Pond	9/12/2024	ANH	Public	0	2		Yes		Remove kiddie pool, garbage, dead tree branches. Outlet plugged up from sediment and vegetation	Public
AC100A	Ashwaubenon Creek (Preserve behind Humana-Hwy 41)	Pond	11/19/2024	ANH & BM	Public	6	2		Yes		Major endwall separation at inlet. Vegetation at outlet. (address?)	Public
AC100A	Hemlock Creek (Preserve behind Humana - Hwy 41)	Pond	11/19/2024	ANH & BM	Public	5	2				Major endwall separation at inlet and outlet	Public
AC100A	Humana Swale - Preserve	Swale/Ravine			Public							Public
AC100B	2077B Lawrence Dr (Honeysuckle)	Pond	11/19/2024	ANH	Public	4	2		Yes		Clear outlet of debris (off of Lawrence) Remove trash NW side (big mat)	Public
AC100B	Honeysuckle Swale (Rygar Ct.)	Swale/Ravine	10/10/2024	ANH	Public	0	2		Yes		Inlets by southbridge need to be cleaned from vegetation/debris. Grassclippings.	Public
AC100D	American Blvd - Southbridge Rd	Pond	9/3/2024	ANH	Public	5	3		Yes		Erosion at 6" inflow pipe, dead vegetation, Grass clippings 2218 American	Public

City of De Pere - Engineering

925 S. Sixth St. ♦ De Pere, WI 54115 ♦ Ph: 920.339.4061

AC100D	American Blvd Central (Samantha St)	Pond	9/3/2024	ANH	Public	4	2		Yes		Major erosion and dead vegetation on west side by apartments	Public
AC100D	American Blvd Central 2 (Burgoyne Ct)	Pond	9/3/2024	ANH	Public	5	0					Public
FE150A	1171 S Atrium Ct	Swale/Ravine			Public							Public
AC100D	Central connecting ditch (American Blvd)	Swale/Ravine	9/3/2014	ANH	Public	1	0					Public
AC100D	Northern connecting ditch (American Blvd)	Swale/Ravine	9/3/2024	ANH	Public	1	0					Public
AC100D	Southern connecting ditch (American Blvd)	Swale/Ravine	9/3/2024	ANH	Public	1	0					Public
AC100E	Adare Ct	Pond	8/28/2024	ANH	Public	0	0					Public
AC100E	American Blvd South (Tullig)	Pond	8/28/2024	ANH	Public	3	0					Public
AC110A	Payton Ct	Pond	9/12/2024	ANH	Public	3	1		Yes		1844 Payton Ct dumping dead brush. Send letter.	Public
AC140A	Cross Creek Cir	Pond	9/4/2024	ANH	Public	6	2				Entire pond covered in algae. Remove sediment. Phragmites.	Public
AC140A	Cross Creek Cir	Swale/Ravine	9/4/2024	ANH	Public	0	0					Public
AC150A	Daytona Speedway (Pocono Ct)	Pond	9/4/2024	ANH	Public	2	0					Public
AC160A	Southbridge - Innovation (Foth)	Pond	11/19/2024	ANH & BM	Public	0	2		Yes		Phragmites. Dead Raccoon in inlet.	Public
AC170A	Southwest Park West - Daytona Speedway	Dry Detention	9/4/2024	ANH	Public	2	4		Yes		Dead vegetation. Fence down.	Public
AC180A	Southwest Park South (Diamond)	Pond	9/4/2024	ANH	Public	9	0					Public
ER015A	W Rock River Cir	Swale/Ravine			Public							Public
ER020A	East River Dr - Rock River Ct	Swale/Ravine			Public							Public
ER020A	East River Trail (Black Earth Dr)	Pond	11/20/2024	ANH & BM	Public	3	1		Yes		Potential illicit discharge at inlet.	Yes
ER030A	Brule Rd. - Sullivan Ln.	Swale/Ravine			Public							Public
ER030A	Desplaine Rd. - East River Dr.	Swale/Ravine			Public							Public
ER030A	East River Dr. - Black Earth Dr. (East)	Swale/Ravine			Public							Public
ER030A	Shelley Ln. - Brule Rd.	Swale/Ravine			Public							Public
ER030A	Shelley Ln. (East)	Swale/Ravine			Public							Public
ER030A	Sullivan Ln. - Desplaine Rd.	Swale/Ravine			Public							Public
ER040A	Jim Martin Park	Pond	10/29/2024	ANH	Public	4	1		Yes		Outfall plugged- talked to DP VAC truck staff onsite. 11/11 still clogged.	Public

City of De Pere - Engineering

925 S. Sixth St. ♦ De Pere, WI 54115 ♦ Ph: 920.339.4061

ER040A	Jim Martin Park 1st Easement East	Swale/Ravine	10/29/2024	ANH	Public	0	1		Yes		Water and leaves sitting in both endwalls on Brule.	Public
ER050A	Shetland Pl - Saddlebrook Ln (Rotary Park)	Pond	10/29/2024	ANH	Public	0	3				2 endwall displacements. Stone needed at 1 inflow on fabric.	Public
ER060A	Painthorse Trail	Pond	10/24/2024	ANH	Public	1	2		Yes		Fix cracked storm lateral at 1994 Painthorse? Dead phragmites need to be removed?	Public
ER080A	Ledgeview Swan Rd (Jossart Brothers Co.)	Pond	10/24/2024	ANH	Public	0	1				Sediment in inflow pipe on north side. Even with west storage garage. Animal burrows. LEDGEVIEW	Public
ER080A	Ledgeview Swan Rd Swale	Swale/Ravine	10/24/2024	ANH	Public	0	0					Public
ER100A	Millenium Ct	Swale/Ravine			Public							Public
ER110A	Enterprise Dr (Sit & Stay Pet Resort)	Pond	11/13/2024	ANH	Public	2	0		Yes		Grass clippings send letter. 11/27 they did not remove grass clippings.	Public
ER120A	S. Melcorn Cl	Swale/Ravine			Public							Public
ER120A	Trailside Ln	Pond	10/8/2024	ANH	Public	3	5		Yes		South inlet rip rap needs cleaning. North inlet & outlet need vegetation clearing. Outlet separation	Public
ER120B	Rockland Rd (North of 2100-2120 S. Broadway St.)	Swale/Ravine			Public							Public
FE190A	Optimist Park (17-09)	Pond	11/13/2024	ANH	Public	2	0					Public
FE260A	Greenleaf Rd - North of Belmark	Pond	10/29/2024	ANH	Public	1	0				Phragmites	Public
FE260B	1300 Enterprise Dr (Behind PAJ)	Swale/Ravine	10/29/2024	ANH	Public	1	0				Phragmites	Public
FE260B	Greenleaf Rd - Fox River Trail	Pond	10/29/2024	ANH	Public	1	0				Phragmites	Public
FE280A	Oak Water Ct	Swale/Ravine			Public							Public
FE280A	Old Plank Ct	Swale/Ravine			Public							Public
FE280B	Greenleaf-Rockland Rd	Pond	10/24/2024	ANH	Public	1	1				Endwall separation at inflow pipe. Heavy phragmites.	Public
FE290A	Commerce Pond (16-09 Pond and Drainage Construction)	Pond	10/24/2024	ANH	Public	0	2				Parcel D-33-7 is mowing beyond their property and has a dog fence beyond their property.	Public
FW010A	Perkofsky Boat Landing/Brown County Fair Grounds	Pond	8/21/2024	ANH	Public	2	0					Public
FW200B	Scheuring Rd - Suburban Dr	Pond	9/12/2024	ANH	Public	0	1				Clean vegetation around outlet pipe	Public
FW200C	Matthew - Suburban Dr	Pond	9/12/2024	ANH	Public	4	2				1 major erosion spot water from parking lot. 1 minor erosion spot starting.	Public
FW200E	Terry Ln - Mobile Home Park	Swale/Ravine			Public							Public
FW280B	500 Fortune Ave (Old Ecofibre)	Swale/Ravine			Public							No
FW280A	Fortune - Venture	Pond	11/20/2024	ANH & BM	Public	2	0				Note: 2 inlet pipes from new site not on DIME.	Public
FW280A	Red Maple - Lost Daupin	Swale/Ravine	9/5/2024	ANH	Public	0	0					Public

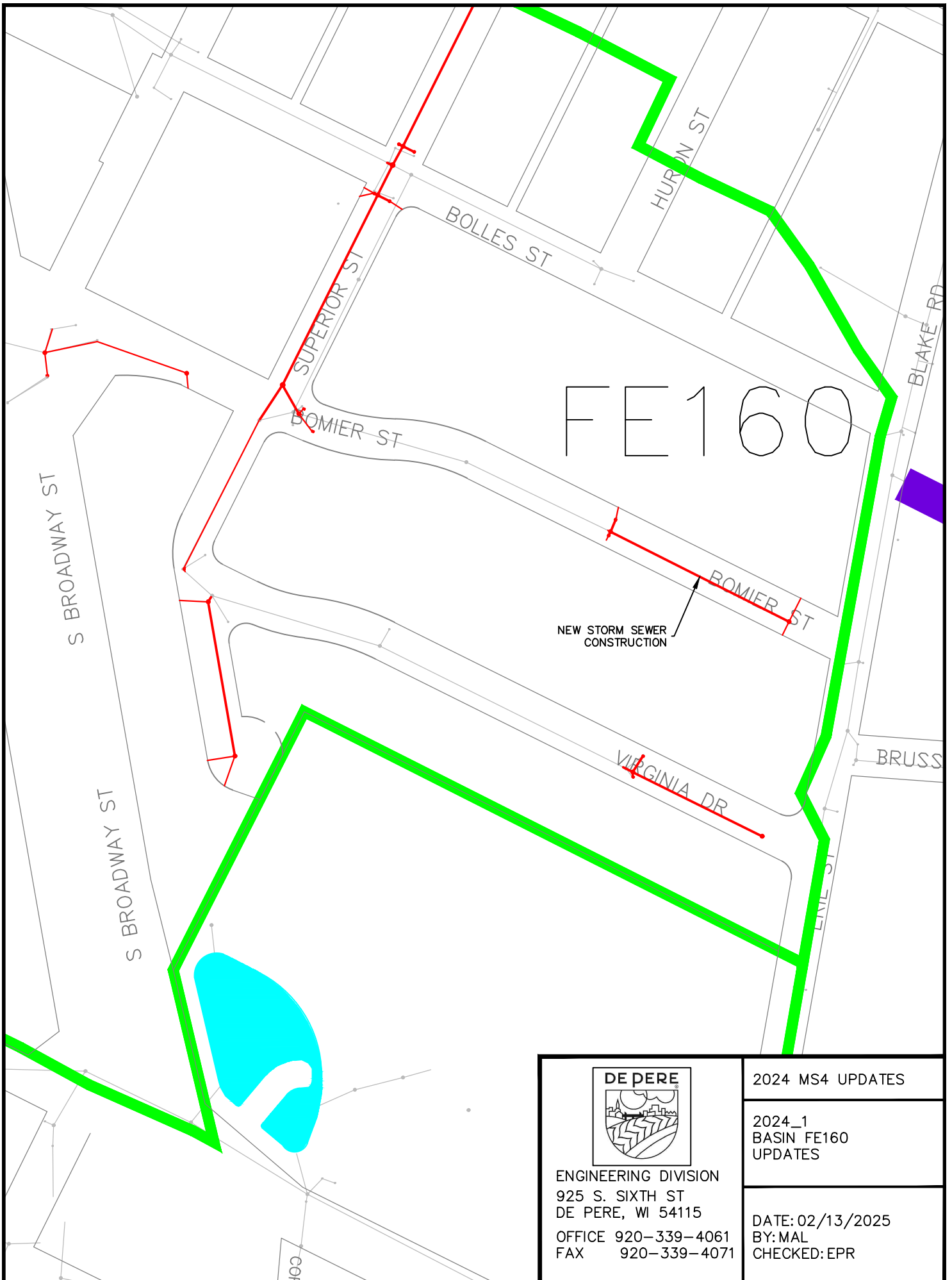
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FW290A	1414 Builders Ct.	Pond	9/5/2024	ANH	Public	1	0					Public
FW290B	Glen Meadows Cir (Kiwanis Park)	Pond			Public							Public
FW290B	Hopf Ln	Pond	9/5/2024	ANH	Public	2	0					Public
FW290B	Red Maple (River Trail Ct)	Pond	9/5/2024	ANH	Public	0	2		Yes		Clear brush and sediment at outlet.	Public
FW290C	Dog Park	Pond	9/5/2024	ANH	Public	2	0				Phragmites by railroad tracks	Public
FW290C	Dog Park West Swale	Swale/Ravine	9/5/2024	ANH	Public	1	0					Public
FW290C	Richco Ct Swale	Swale/Ravine	9/5/2024	ANH	Public	1	0					Public
FW290C	Richco Ct.	Pond	9/5/2024	ANH	Public	0	0					Public
AC100A	Garrity's Glen	Pond	8/28/2024	ANH	Public	2	1				Major erosion from field draining. Currently working on ditch design.	Public
ER050A	Shetland Pl	Swale/Ravine			Public							Public
AC200A	Mystic Creek	Pond	9/4/2024	ANH	Public	0	0					Public
FW310	Waterview Heights Willie Mays	Pond	9/12/2024	ANH	Public	3	2		Yes		Clean trash & outlet grate. Orange fiber pipe pond? Reshoot outlet elevations to correct DIME	Public
FW290C	Waterview Heights Addison	Pond	9/12/2024	ANH	Public	2	0					Public
AC210	Kingston Preserve	Pond	11/19/2024	ANH	Public	0	1				Swale- east side of road near endwalls. Water from north is making a swale & eroding. Note for future	Public
FE070	Franklin Street	Pond	11/11/2024	ANH	Public	2	1		Yes		Outlet needs to be cleaned of debris. Also clean 3 inlets of debris.	Public

CITY OF DE PERE
2024 Map Updates
2024 MS4 Annual Report
Last Update - March 5, 2025

Basin	Type of Change	2024 Map Change - City
FE160	Storm Sewer	Added new storm sewer to Bomier Street, Virginia Drive, S. Superior Street.
ER010	Storm Sewer	Added storm sewer to Smits Street and Ridgeway Drive.
FW310	Storm Sewer	Added new storm sewer to Waterview Heights Phase II Subdivision
AC090	Storm Sewer	Added addition storm sewer to Lawrence Drive

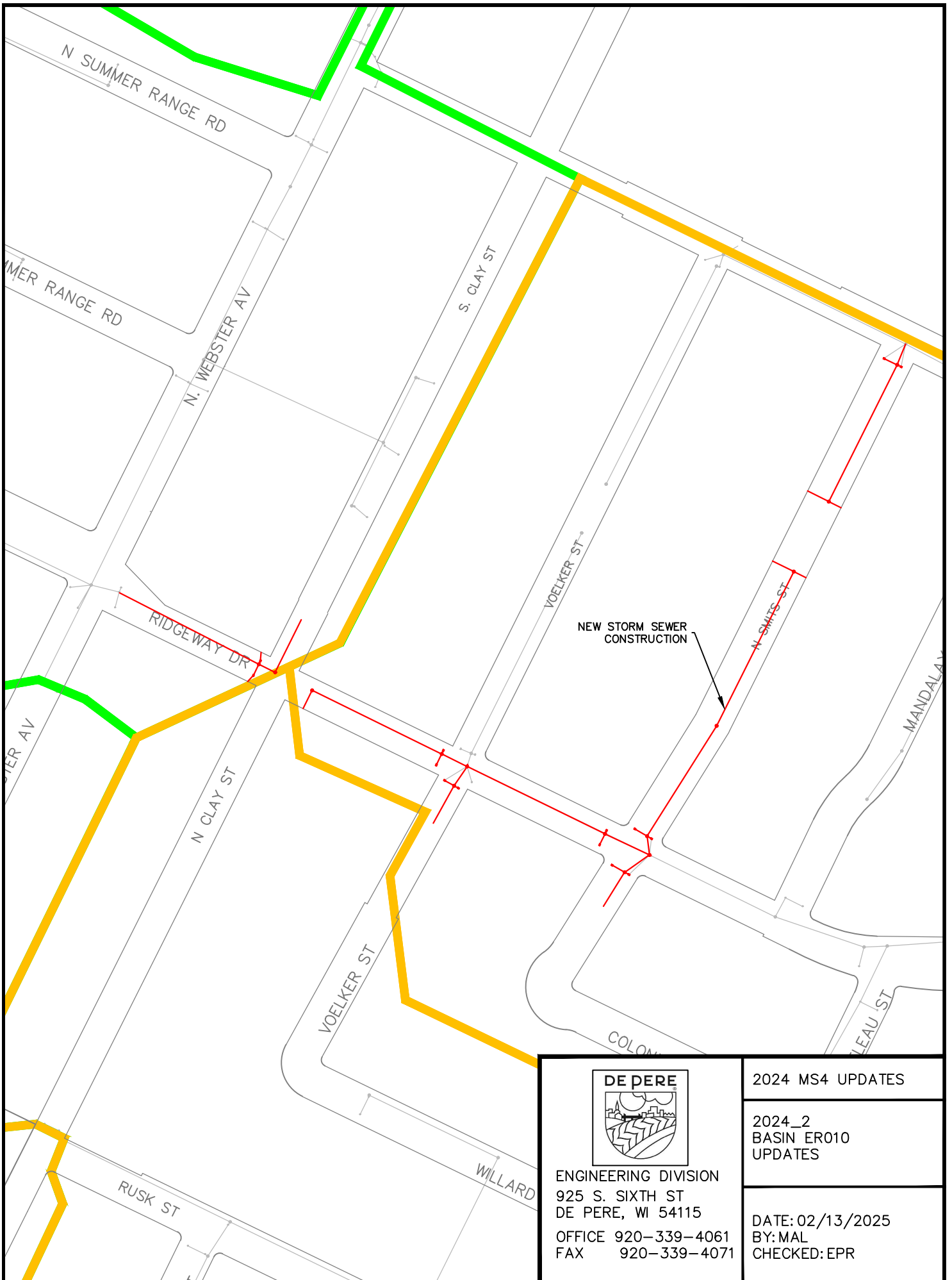


ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

2024 MS4 UPDATES

2024_1
BASIN FE160
UPDATES

DATE: 02/13/2025
BY: MAL
CHECKED: EPR

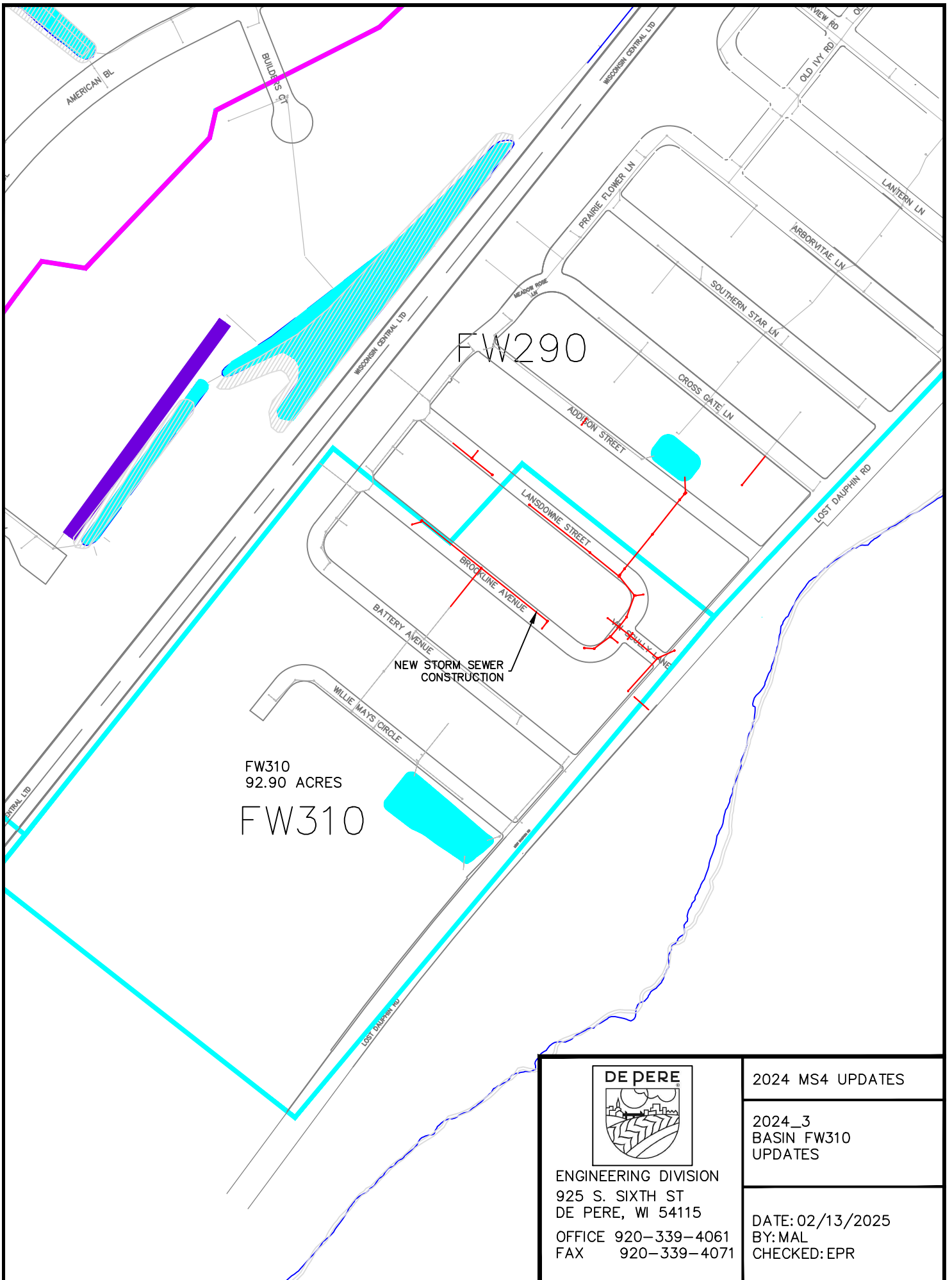


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2024 MS4 UPDATES

2024_2
BASIN ER010
UPDATES

DATE: 02/13/2025
BY: MAL
CHECKED: EPR



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2024 MS4 UPDATES

2024_3
BASIN FW310
UPDATES

DATE: 02/13/2025
BY: MAL
CHECKED: EPR

MS4 Drainage System

- Private Facilities/Swale
- City Swales
- Minor Outfalls
- Major Outfalls
- Storm Manhole
- Storm End Wall
- Storm Catch Basin
- Collectors

Publicly Owned Land

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WPDES Industrial Permits

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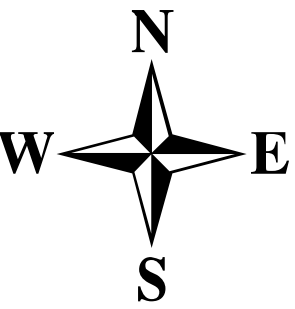
Other Mapped Features

- Municipal Boundary
- Parcel Lines

TMDL Watershed Basins

- Fox East Basins
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- Ashwaubenon Creek Basins

1 inch = 500 feet



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MS4 SYSTEM
UPDATED 02/2025
STORM SEWER MANAGEMENT PLAN
CITY OF DE PERE
BROWN COUNTY, WISCONSIN

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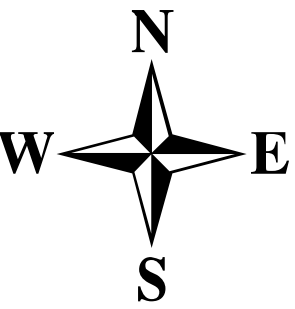
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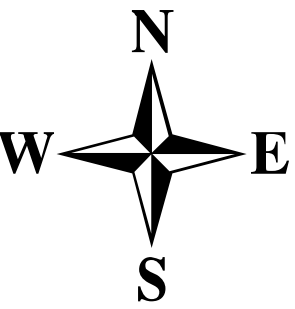
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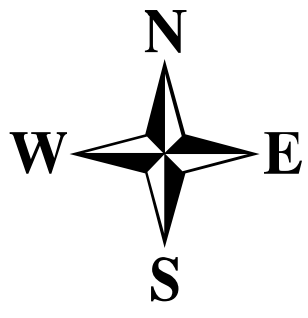
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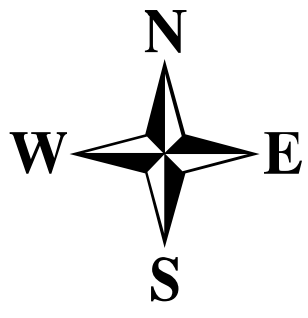
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CITY OF DE PERE
BROWN COUNTY, WISCONSIN

CITY OF DE PERE OUTFALLS FOR 2024

Outfall # Subbasin # Pipe Size (Inches) Type of Outfall
ASHWAUBENON CREEK BASIN

AC010-1	AC010	18	Major
AC070-1	AC070	36	Major
AC100-1	AC100	18	Major
AC041-2	AC160	21	Major
AC030-1	AC030	36	Major
AC050-3	AC050	66	Major
AC055-1	AC055	42	Major
AC060-1	AC060	36	Major
AC090-1	AC090	54	Major
AC100-10	AC100	30	Major
AC100-4	AC100	36	Major
AC100-3	AC100	48	Major
AC100-2	AC100	36	Major
AC100-5	AC100	36	Major
AC100-6	AC100	36	Major
AC100-7	AC100	36	Major
AC100-9	AC100	36	Major
AC055-1	AC055	42	Major
AC200-1	AC200	42	Major
AC100-1	AC100	36	Minor
AC050-1	AC050	18	Minor
AC050-2	AC050	24	Minor
AC050-3	AC050	66	Minor
AC055-2	AC055	24	Minor
AC030-2	AC030	15	Minor
AC055-3	AC055	24	Minor
AC055-4	AC055	24	Minor
AC180-1	AC180	21	Minor
AC041-1*	AC41	21	Minor
AC041-2*	AC41	21	Minor
AC041-3*	AC41	21	Minor
AC041-4*	AC41	21	Minor
AC100-8	AC100	15	Minor
AC110-1	AC110	8	Minor
AC110-2	AC110	10	Minor
AC120-1	AC120	15	Minor
AC130-1	AC130	12	Minor
AC140-1	AC140	8	Minor
AC140-2	AC140	8	Minor
AC140-3	AC140	12	Minor
AC150-1	AC150	10	Minor
AC170-1	AC170	12	Minor
AC200-1	AC200	42	Major
AC210-1	AC210	24	Minor

*Ashwaubenon Creek Ponds

EAST RIVER BASIN

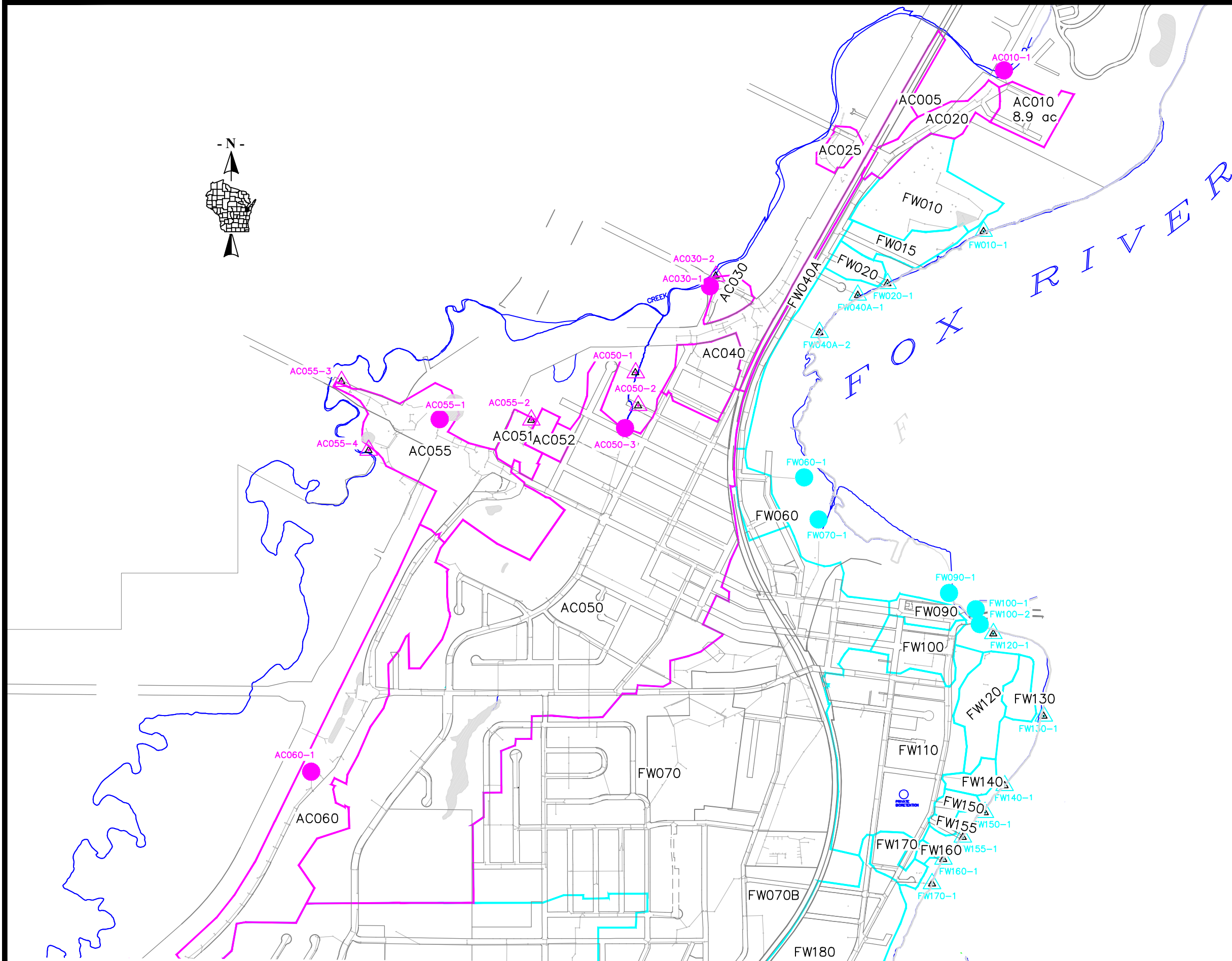
ER010-1	ER010	42	Major
ER010-2	ER010	42	Major
ER030-1	ER030	60	Major
ER080-1	ER080	24	Major
ER040-1	ER040	34X53	Major
ER050-1	ER050	42	Major
ER110-1	ER110	42	Major
ER120-1	ER120	42	Major
ER120-2	ER120	36	Major
ER130-1	ER130	42	Major
ER130-2	ER130	36	Major
ER130-3	ER130	30	Minor
ER040-2	ER040	30	Minor
ER030-2	ER030	21	Minor
ER060-1	ER060	21	Minor

Outfall # Subbasin # Pipe Size (Inches) Type of Outfall
FOX RIVER WEST BASIN

FW060-1	FW060	18	Major
FW070-1	FW070	60X87	Major
FW090-1	FW090	18	Major
FW100-1	FW100	30	Major
FW100-2	FW100	42	Major
FW180-1	FW180	60	Major
FW200-1	FW200	72	Major
FW280-1	FW280	72	Major
FW290A-1	FW290A	72	Major
FW200-2	FW200	42	Major
FW200-3	FW200	36	Major
FW200-4	FW200	30	Major
FW200-5	FW200	42	Major
FW280-2	FW280	42	Major
FW290-1	FW290	52	Major
FW290-2	FW290	54	Major
FW290-3	FW290	42	Major
FW290-4	FW290	42	Major
FW290-5	FW290	36	Major
FW310-1	FW310	24	Major
FW290-6	FW290	15	Minor
FW020-1	FW020	12	Minor
FW155-1	FW155	8	Minor
FW160-1	FW160	8	Minor
FW010-1	FW010	24	Minor
FW040A-1	FW040A	15	Minor
FW040A-2	FW040A	18	Minor
FW120-1	FW120	16	Minor
FW130-1	FW130	16	Minor
FW140-1	FW140	12	Minor
FW150-1	FW150	12	Minor
FW170-1	FW170	12	Minor
FW190A-1	FW190A	8	Minor
FW210-1	FW210	12	Minor
FW230-1	FW230	21	Minor
FW270-1	FW270	24	Minor
FW290-1	FW290	15	Minor
FW300-1	FW300	18	Minor
FW310-1	FW310	42	Major
FW310-2	FW310	24	Minor

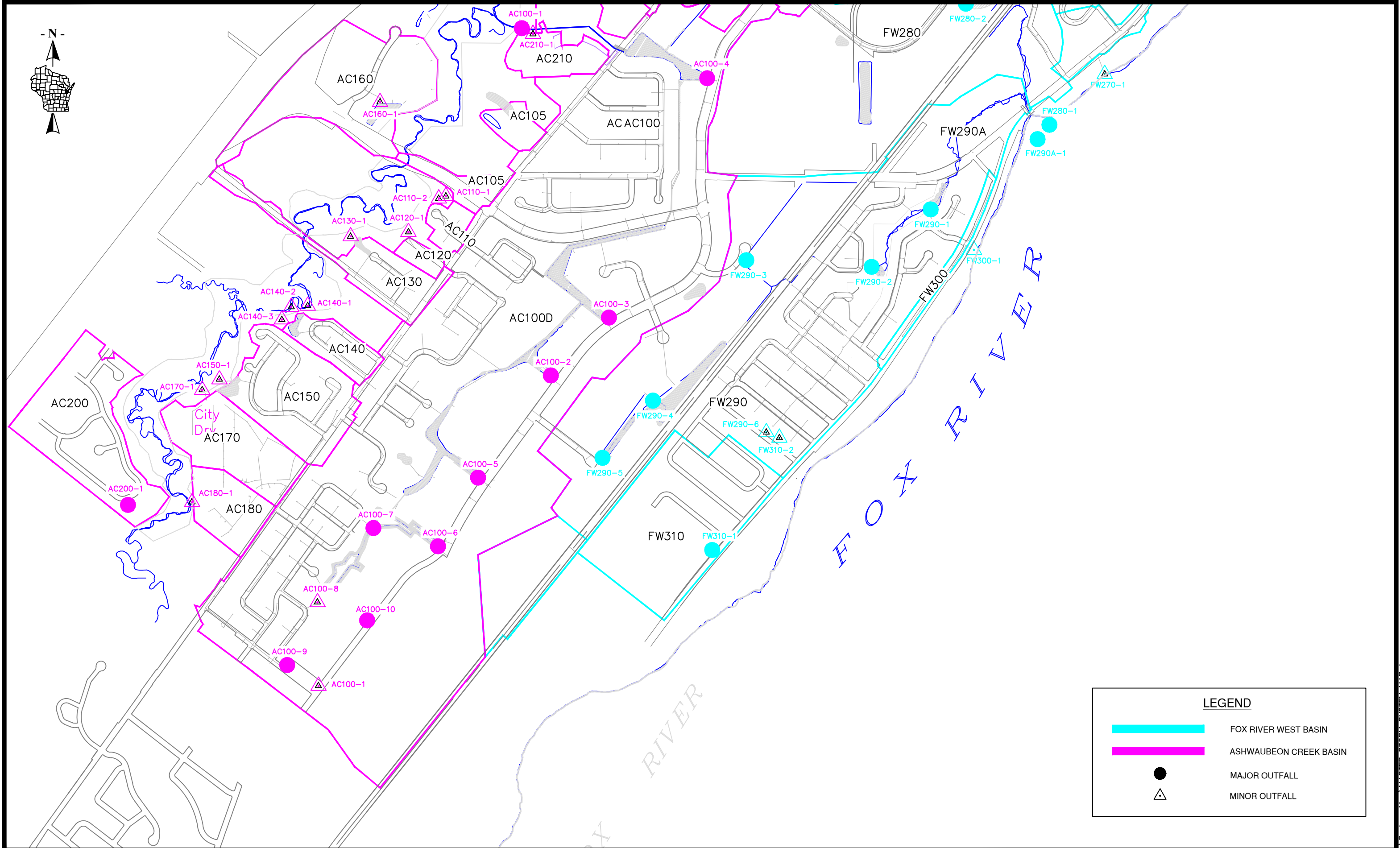
FOX RIVER EAST BASIN

FE030-1	FE030	72	Major
FE050-1	FE050	65x40	Major
FE070-1	FE070	42	Major
FE110-1	FE110	38x60	Major
FE130A-1	FE130A	24x38	Major
FE130A-2	FE130A	24x38	Major
FE150-1	FE150	30	Major
FE150-2	FE150	42	Major
FE160-1	FE160	42	Major
FE190-1	FE190	24	Major
FE240-1	FE240	24	Major
FE270-1	FE270	60	Major
FE270-2	FE270	48	Major
FE280-2	FE280	48	Major
FE280-3	FE280	42	Major
FE260-1	FE260	36	Major
FE260-2	FE260	42	Major
FE290-1	FE290	42	Major
FE290-2	FE290	60	Major
FE280-1	FE280	12	Minor
FE010-1	FE010	30	Minor
FE070-2	FE070	24	Minor
FE140-1	FE140	24	Minor
FE210-1	FE210	24	Minor
FE230-1	FE230	21	Minor

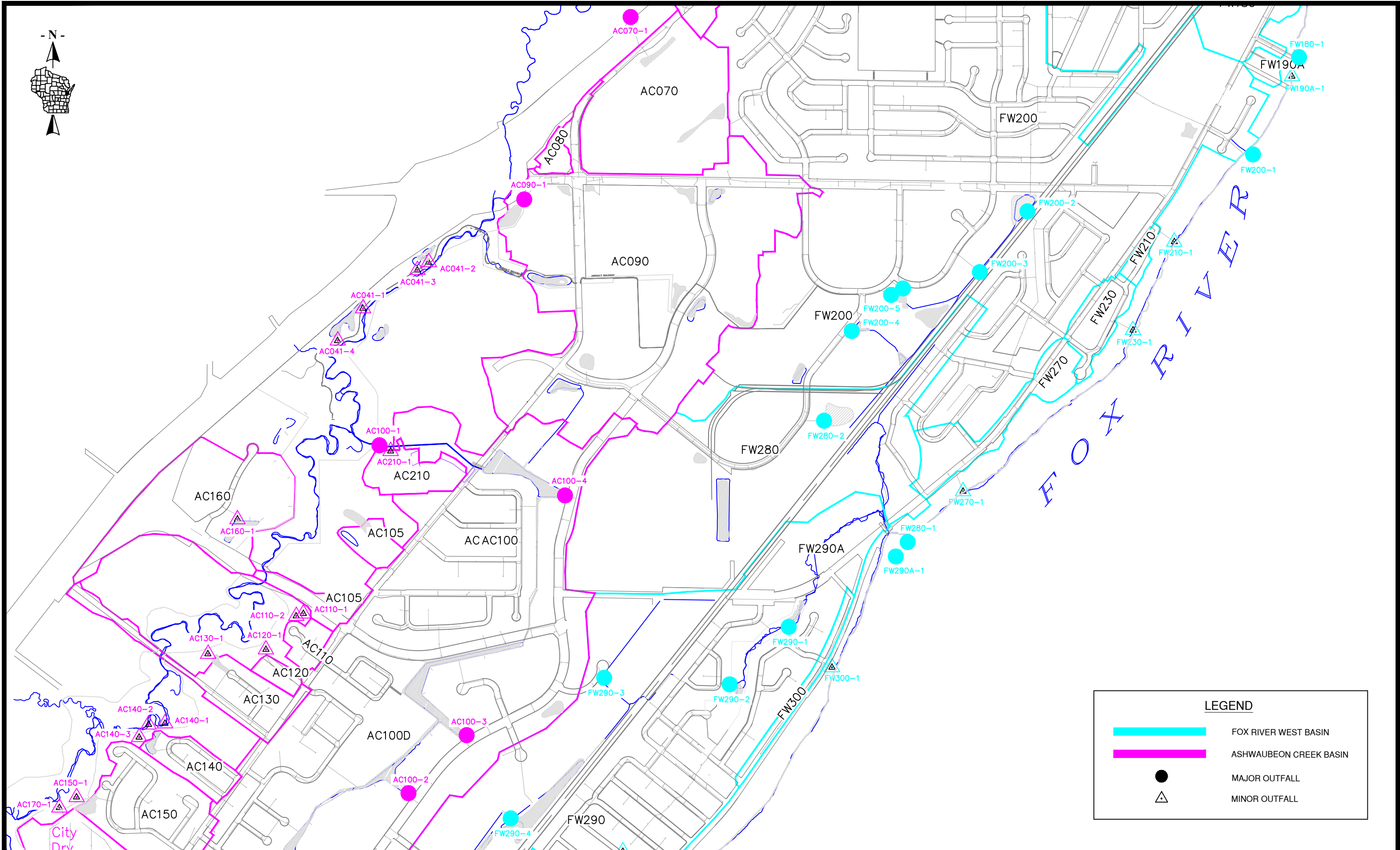


LEGEND

	FOX RIVER WEST BASIN
	ASHWAUBEON CREEK BASIN
	MAJOR OUTFALL
	MINOR OUTFALL



REVISONS / ISSUES			
NO.	DATE	BY	REMARKS
1	03-2020	KAD	MAJOR AND MINOR OUTFALLS UPDATED
2	02-2021	KAD	MAJOR AND MINOR OUTFALLS UPDATED
3	10-2023	MAL	MAJOR AND MINOR OUTFALLS UPDATED



LEGEND

FOX RIVER WEST BASIN

ASHWAUBEON CREEK BASIN

MAJOR OUTFALL

MINOR OUTFALL

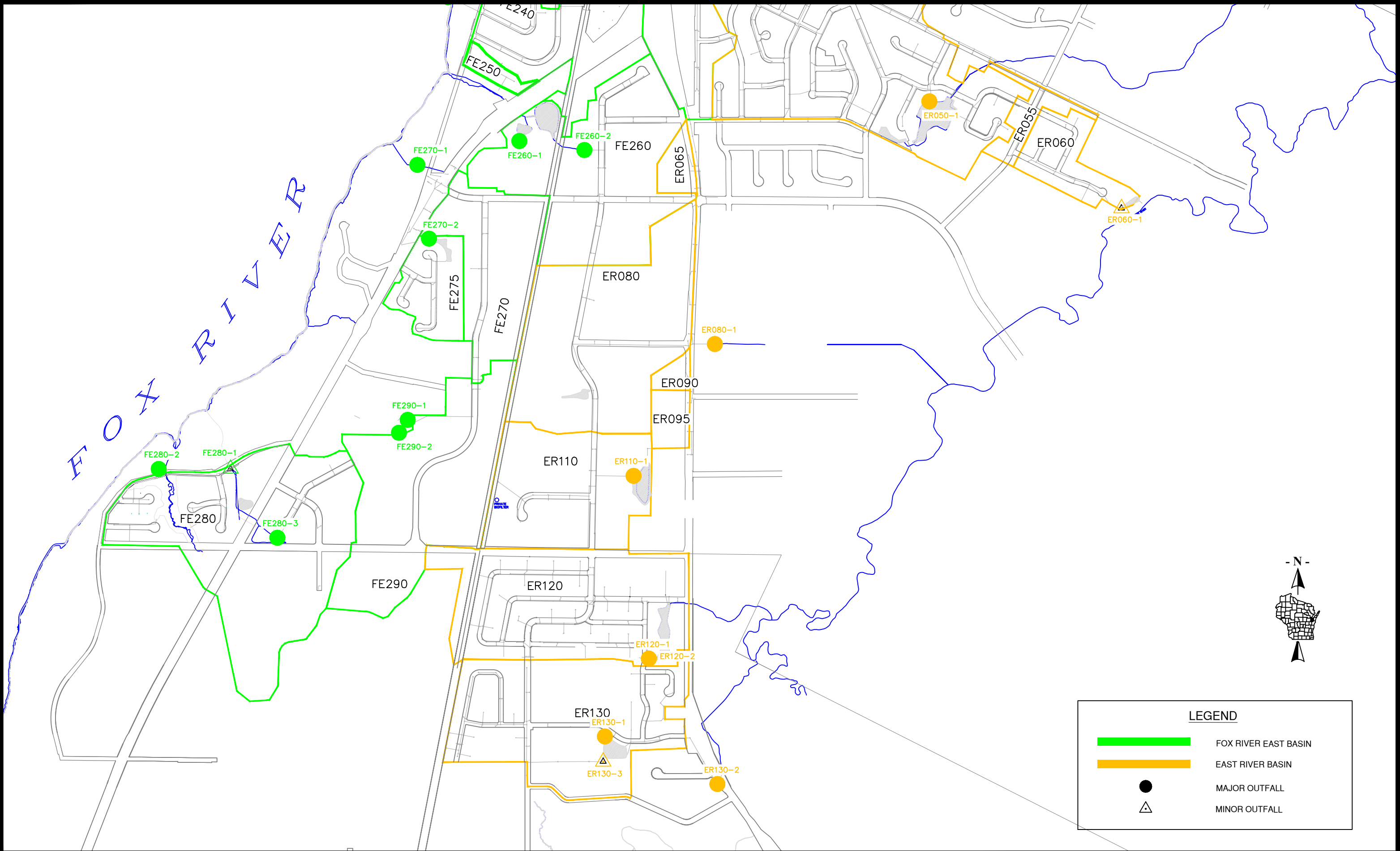


CITY OF DE PERE

ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE: 920-339-4061 EMAIL: DPPUBWRKS@DEPEREWI.GOV

CITY OF DE PERE
MAJOR & MINOR OUTFALLS SW REGION

REVISIONS / ISSUES			
NO.	DATE	BY	REMARKS
1	03-2020	KAD	MAJOR AND MINOR OUTFALLS UPDATED
2	03-2021	KAD	MAJOR AND MINOR OUTFALLS UPDATED
3	10-2023	MAL	MAJOR AND MINOR OUTFALLS UPDATED



LEGEND

FOX RIVER EAST BASIN

EAST RIVER BASIN

MAJOR OUTFALL

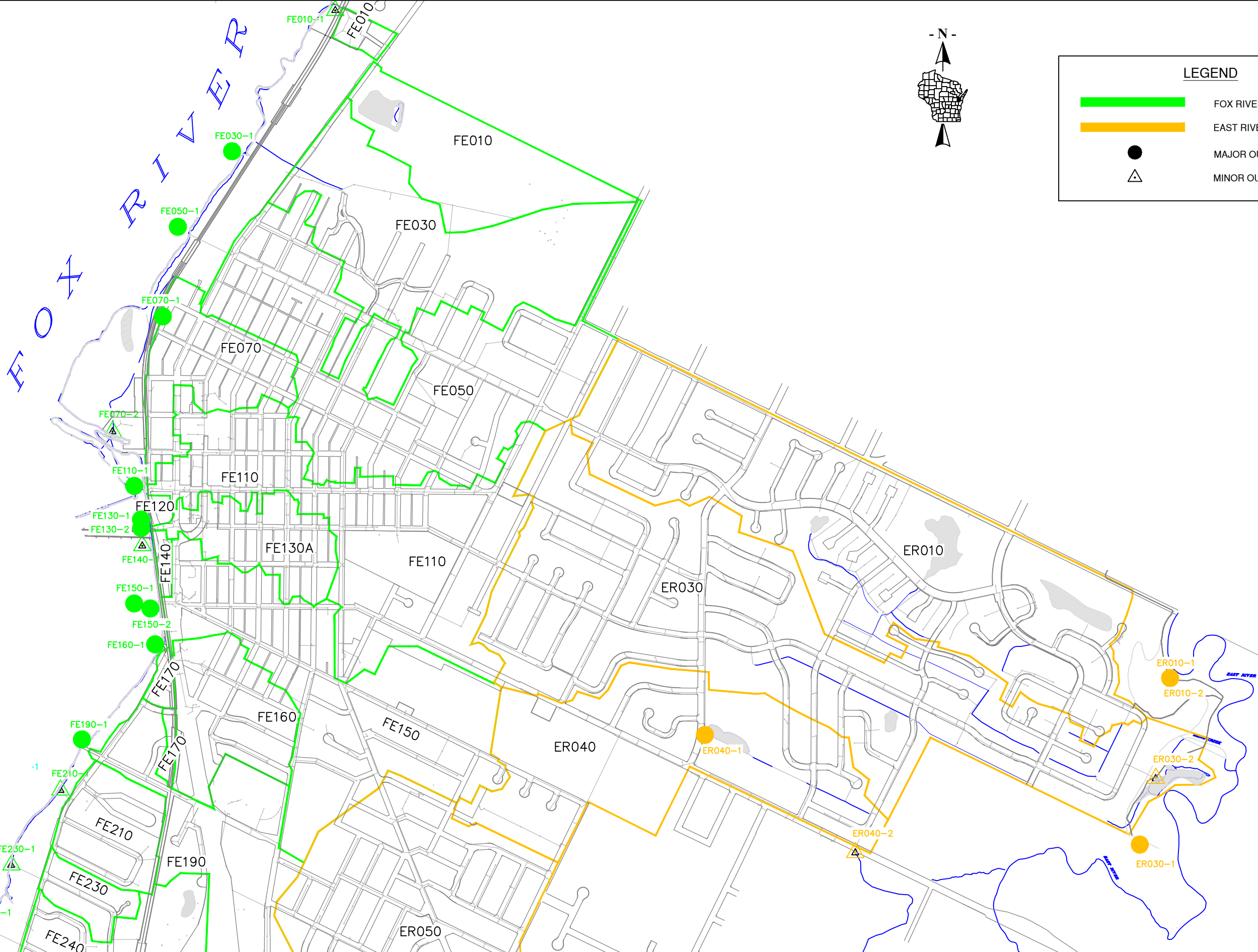
MINOR OUTFALL



CITY OF DE PERE
ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE: 920-339-4061 EMAIL: DPPUBWRKS@DEPEREWI.GOV

CITY OF DE PERE
MAJOR & MINOR OUTFALLS SE REGION

REVISIONS / ISSUES			
NO.	DATE	BY	REMARKS
1	03-2020	KAD	MAJOR AND MINOR OUTFALLS UPDATED
2	03-2021	KAD	MAJOR AND MINOR OUTFALLS UPDATED
3	10-2023	MAL	MAJOR AND MINOR OUTFALLS UPDATED



LEGEND

FOX RIVER EAST BASIN

EAST RIVER BASIN

MAJOR OUTFALL

MINOR OUTFALL



CITY OF DE PERE

ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE: 920-339-4061 EMAIL: DPPUBWRKS@DEPEREWI.GOV

CITY OF DE PERE
MAJOR & MINOR OUTFALLS NE REGION

REVISIONS / ISSUES			
NO.	DATE	BY	REMARKS
1	03-2020	KAD	MAJOR AND MINOR OUTFALLS UPDATED
2	03-2021	KAD	MAJOR AND MINOR OUTFALLS UPDATED
3	10-2023	MAL	MAJOR AND MINOR OUTFALLS UPDATED

Modifications/Upgrades to Existing Basins

Beginning of Year Totals 2024							Calender Year 2024 Modifications					Comment - 2024 Changes	End of Year Totals (Carry to Next Year) (See Note 2)					Comment for Next Year
Basin	Area (acres) (Note 2)	Total Suspended Solids No Controls (lbs/acre/yr)	Total Suspended Solids No Controls (lbs/yr) (Note 2)	Total Suspended Solids With Controls (lbs/yr) (Note 2)	Percent TSS Reduction (Note 2)	TSS Reduction	Area Modifications (acres)	Total Suspended Solids No Controls - New Treatment Area (lbs/yr)	Modeled Percent TSS Reduction	Total Suspended Solids Reduction (lbs/year)	Additional Suspended Solids Reduction (lbs/year)		Area (acres) (Note 2)	Total Suspended Solids No Controls (lbs/yr) (Note 2)	Total Suspended Solids With Controls (lbs/yr) (Note 2)	Percent TSS Reduction (Note 2)	TSS Reduction	
AC005	16.119	477	7,694	7,556	1.8%	138							16.119	7,694	7,556	1.8%	138	
AC010	8.923	265	2,361	2,038	13.7%	323							8.923	2,361	2,038	13.7%	323	
AC020	10.718	326	3,495	3,023	13.5%	472							10.718	3,495	3,023	13.5%	472	
AC025	3.4	488	1,659	1,445	12.9%	214							3.4	1,659	1,445	12.9%	214	
AC030	4.6	488	2,247	1,957	12.9%	290							4.6	2,247	1,957	12.9%	290	
AC040	13.183	310	4,089	3,402	16.8%	687							13.183	4,089	3,402	16.8%	687	
AC050	299.958	288	86,388	54,252	37.2%	32,136							299.96	86,388	54,252	37.2%	32,136	
AC051	5.13	288	1,477	286	80.6%	1,191							5.13	1,477	286	80.6%	1,191	
AC052	3.38	0	0	0		0							3.38	0	0		0	
AC055	24.34	502	12,225	3,741	69.4%	8,484							24.34	12,225	3,741	69.4%	8,484	
AC060	50.506	489	24,719	8,133	67.1%	16,587							50.506	24,719	8,133	67.1%	16,587	
AC070	68.77	479	32,916	9,414	71.4%	23,502							68.77	32,916	9,414	71.4%	23,502	
AC080	3.999	502	2,009	701	65.1%	1,308							3.999	2,009	701	65.1%	1,308	
AC090	226.369	448	101,364	29,598	70.8%	71,766							226.369	101,364	29,598	70.8%	71,766	
AC100	610.305	263	160,506	32,101	80.0%	128,405							610.305	160,506	32,101	80.0%	128,405	
	15.92	263	4,187	617	85.3%	3,570							15.92	4,187	617	85.3%	3,570	
AC105	15.254	267	4,069	1,424	65.0%	2,645							15.254	4,069	1,424	65.0%	2,645	
AC110	6.497	203	1,320	254.76	80.7%	1,065							6.497	1,320	254.76	80.7%	1,065	
AC120	3.993	197	788	646	18.0%	142							3.993	788	646	18.0%	142	
AC130	23.238	235	5,466	3,110	43.1%	2,356							23.238	5,466	3,110	43.1%	2,356	
AC140	12.462	195	2,428	410	83.1%	2,018							12.462	2,428	410	83.1%	2,018	
AC150	41.82	160	6,681	1,276	80.9%	5,405							41.82	6,681	1,276	80.9%	5,405	
AC160	60.318	343	20,717	4,744	77.1%	15,973							60.318	20,717	4,744	77.1%	15,973	
AC170	68.77	479	32,916	5,958	81.9%	26,958							68.77	32,916	5,958	81.9%	26,958	
AC180	17.352	49	843	26	96.9%	817							17.352	843	26	96.9%	817	
AC190	23.78	109	2,592	316	87.8%	2,276							23.78	2,592	316	87.8%	2,276	
AC 200A	51.7	540	27,918	4,662	83.3%	23,256							51.70	27,918	4,662	83.3%	23,256	
AC210	14.9	175	2,607	493	5.0%	2,114							14.90	2,607	493	81.1%	2,114	
Total	1,705.70		555,682	181,585	67.3%	374,097					0		1,705.70	555,682	181,585	67.3%	374,097	

Assumptions
(1) Agricultural lands in the Lower Fox River Mainstream HUC-12 are discharging 540lbs/acre of TSS. Assume a 5% TSS reduction.
(2) Formula Based. This should not change from year to year unless acreage is changed from on HUC-12 to another or new area is added.

Modifications/Upgrades to Existing Basins

End of Year Totals 2023							Calender Year 2024 Modifications					Comment - 2024 Changes	End of Year Totals (Carry to Next Year) (See Note 2)					Comment for Next Year
Basin	Area (acres)	Total Suspended Solids No Controls (lbs/acre/yr)	Total Suspended Solids No Controls (lbs/yr)	Total Suspended Solids With Controls (lbs/yr)	Percent TSS Reduction	TSS Reduction	Additional Area Treated (acres)	Total Suspended Solids No Controls - New Treatment Area (lbs/yr)	Modeled Percent TSS Reduction	Total Suspended Solids Reduction (lbs/year)	Additional Suspended Solids Reduction (lbs/year)		Area (acres)	Total Suspended Solids No Controls (lbs/yr)	Total Suspended Solids With Controls (lbs/yr)	Percent TSS Reduction	TSS Reduction	
ER010	241.222	216	52,164	4,747	90.9%	47,417							241.222	52,164	4,747	90.9%	47,417	
ER030	289.329	207	59,872	18,800	68.6%	41,072							289.33	59,872	18,800	68.6%	41,072	
ER040	130.973	265	34,659	14,072	59.4%	20,587							130.973	34,659	14,072	59.4%	20,587	
ER050	208.635	209	43,577	9,413	78.4%	34,164							208.635	43,577	9,413	78.4%	34,164	
ER055	10.819	202	2,188	1,794	18.0%	394							10.819	2,188	1,794	18.0%	394	
ER060	22.444	192	4,308	1,055	75.5%	3,253							22.444	4,308	1,055	75.5%	3,253	
ER065	7.053	430	3,031	2,667	12.0%	364							7.053	3,031	2,667	12.0%	364	
ER080	105.288	470	49,455	6,182	87.5%	43,273							105.288	49,455	6,182	87.5%	43,273	
ER090	4.046	517	2,090	1,904	8.9%	186							4.046	2,090	1,904	8.9%	186	
ER095	8.325	421	3,503	3,219	8.1%	284							8.325	3,503	3,219	8.1%	284	
ER110	68.139	505	34,436	8,471	75.4%	25,965							68.139	34,436	8,471	75.4%	25,965	
ER120	96.119	234	22,496	7,514	66.6%	14,982							96.12	22,496	7,514	66.6%	14,982	
ER130	59.574	308	18,376	2,811	84.7%	15,564							59.574	18,376	2,811	84.7%	15,564	
Total	1,252.0		330,155	82,649	75.0%	247,506					0		1,252.0	330,155	82,649	75.0%	247,506	

Assumptions
(1) Agricultural lands in the Lower Fox River Mainstream HUC-12 are discharging 540lbs/acre of TSS. Assume a 5% TSS reduction.
(2) Move this End of Year Totals to Beginning of Year Totals for the next calendar year. Delete extra rows at the beginning of each year. These are the rows that summarize multiple actions within a basin.

Modifications/Upgrades to Existing Basins

End of Year Totals 2023							Calender Year 2024 Modifications					Comment - 2024 Changes	End of Year Totals 2024					Comment for Next Year
Basin	Area (acres)	Total Suspended Solids No Controls (lbs/acre/yr)	Total Suspended Solids No Controls (lbs/yr)	Total Suspended Solids With Controls (lbs/yr)	Percent TSS Reduction	TSS Reduction	Area Modifications (Acres)	Total Suspended Solids No Controls - New Treatment Area (lbs/yr)	Modeled Percent TSS Reduction	Total Suspended Solids Reduction (lbs/year)	Additional Suspended Solids Reduction (lbs/year)		Area (acres)	Total Suspended Solids No Controls (lbs/yr)	Total Suspended Solids With Controls (lbs/yr)	Percent TSS Reduction	TSS Reduction	
FE010	64.606	273	17,624	15,491	12.10%	2,133							64.606	17,624	15,491	12.10%	2,133	
FE030	123.12	232	28,563	24,421	14.50%	4,142							123.12	28,563	24,421	14.50%	4,142	
FE050	159.27	214	34,055	27,891	18.10%	6,164							159.27	34,055	27,891	18.10%	6,164	
FE070	42.73	300	12,839	3,568	72.21%	9,271							42.73	12,839	3,568	72.21%	9,271	
FE110	139.2	242	33,658	28,037	16.70%	5,621							139.2	33,658	28,037	16.70%	5,621	
FE120	1.82	387	704	580.096	17.60%	124							1.82	704	580.096	17.60%	124	
FE130	36.029	284	10,243	8,481	17.20%	1,762							36.029	10,243	8,481	17.20%	1,762	
FE140	2.789	139	388	347.26	10.50%	41							2.789	388	347.26	10.50%	41	
FE150	127.311	268	34,093	28,808	15.50%	5,284							127.311	34,093	28,808	15.50%	5,284	
FE160	42.629	215	9,165	7,735	15.60%	1,430							42.629	9,165	7,735	15.60%	1,430	
FE170	6.249	166	1,040	877.76	15.60%	162							6.249	1,040	877.76	15.60%	162	
FE190	17.59	835	14,679	12,374	15.70%	2,305							17.59	14,679	12,374	15.70%	2,305	
	51.87	250	12,968	1504	88.40%	11,463							51.87	12,968	1504	88.40%	11,463	
FE210	30.413	195	5,937	4,928	17.00%	1,009							30.413	5,937	4,928	17.00%	1,009	
FE230	13.221	214	2,830	2,355	16.80%	475							13.221	2,830	2,355	16.80%	475	
FE240	56.309	246	13,866	9,706	30.00%	4,160							56.309	13,866	9,706	30.00%	4,160	
FE250	4.965	201	997	816.543	18.10%	180							4.965	997	816.543	18.10%	180	
FE260	104.219	416	43,355	8,671	80.00%	34,684							104.219	43,355	8,671	80.00%	34,684	
FE270	42.165	457	19,269	17,689	8.20%	1,580							42.165	19,269	17,689	8.20%	1,580	
			0	0		0								0	0		0	
FE275	23.216	291	6,761	1,258	81.40%	5,503							23.216	6,761	1,258	81.40%	5,503	
FE280	124.622	257	32,013	19,464	39.20%	12,549							124.62	32,013	19,464	39.20%	12,549	
FE290	40.108	346	13,877	1749	87.40%	12,129							40.11	13,877	1749	87.40%	12,129	
	58.21	540	31,433	3961	87.40%	27,473							58.21	31,433	3961	87.40%	27,473	
FE310			0	0	5.00%	0								0	0	5.00%	0	
FW010	25.055	142	3,567	991.626	72.20%	2,575							25.055	3,567	991.626	72.20%	2,575	
FW015	8.853	182	1,615	1,360	15.80%	255							8.853	1,615	1,360	15.80%	255	
FW020	3.298	201	662	541.516	18.20%	120							3.298	662	541.516	18.20%	120	
FW040	10.493	426	4,468	4,218	5.60%	250							10.493	4,468	4,218	5.60%	250	
FW060	7.785	233	1,812	1,535	15.30%	277							7.785	1,812	1,535	15.30%	277	
FW070	323.861	264	85,651	73,746	13.90%	11,906							323.86	85,651	73,746	13.90%	11,906	
			0	0		0								0	0		0	
FW090	4.984	401	2,000	1,680	16.00%	320							4.984	2,000	1,680	16.00%	320	
FW100	11.052	376	4,156	3,441	17.20%	715							11.052	4,156	3,441	17.20%	715	
FW110	63.639	264	16,817	14,497	13.80%	2,321							63.64	16,817	14,497	13.80%	2,321	
FW120	13.135	332	4,366	3,890	10.90%	476							13.135	4,366	3,890	10.90%	476	
FW130	4.476	335	1,498	1,336	10.80%	162							4.476	1,498	1,336	10.80%	162	
FW140	3.62	335	1,211	1,080	10.80%	131							3.62	1,211	1,080	10.80%	131	
FW150	2.691	329	886	788.54	11.00%	97							2.691	886	788.54	11.00%	97	
FW155	1.111	201	223	182.637	18.10%	40							1.111	223	182.637	18.10%	40	
FW160	1.022	201	205	167.895	18.10%	37							1.022	205	167.895	18.10%	37	
FW170	5.628	218	1,226	1,008	17.80%	218							5.628	1,226	1,008	17.80%	218	
FW180	38.228	179	6,854	5,826	15.00%	1,028							38.228	6,854	5,826	15.00%	1,028	
FW190	3.672	201	737	603.603	18.10%	133							3.672	737	603.603	18.10%	133	
FW200	509.02	306	155,607	89,941	42.20%	65,666							509.02	155,607	89,941	42.20%	65,666	
FW200	120.77	306	36,956	7,354	80.10%	29,601							120.77	36,956	7,354	80.10%	29,601	
FW210	3.561	201	715	585.585	18.10%	129							3.561	715	585.585	18.10%	129	
FW230	13.484	201	2,708	2,218	18.10%	490							13.484	2,708	2,218	18.10%	490	
FW270	22.826	200	4,565	3,743	18.00%	822							22.826	4,565	3,743	18.00%	822	
FW280	189.281	472	89,344	32,521	63.60%	56,823							189.281	89,344	32,521	63.60%	56,823	
	12.93	201	2,599	2,131	18.00%	468							12.93	2,599	2,131	18.00%	468	
FW290	321.329	312	100,255	38,698	61.40%	61,556							321.329	100,255	38,698	61.40%	61,556	
FW310	92.9	0	0	0	5.00%	0							92.9	0	0	5.00%	0	
			0															
Total	3,131.37		911,061	524,798	42.40%	386,263	0.00				0		3,131.37	911,061	524,798	42.40%	386,263	

Assumptions
(1) Agricultural lands in the Lower Fox River Mainstream HUC-12 are discharging 540lbs/acre of TSS. Assume a 5% TSS reduction.
(2) Move this End of Year Totals to Beginning of Year Totals for the next calendar year. Delete extra rows at the beginning of each year. These are the rows that summarize multiple actions within a basin.

2024 ANNUAL REPORT



NORTHEAST WISCONSIN STORMWATER CONSORTIUM



2024

ANNUAL REPORT

NEWSC Mission:

To facilitate efficient implementation of stormwater programs locally and regionally that will meet DNR and EPA regulatory requirements and maximize the benefit of stormwater activities to the watershed by:

- Fostering partnerships
- Sharing Information
- Seeking Administrative Efficiency
- Pooling Financial Resources

The Northeast Wisconsin Stormwater Consortium was formed in 2005 as a subsidiary of the Fox-Wolf Watershed Alliance. The consortium is a collaborative of members with leadership elected annually from within its membership.

NORTHEAST WISCONSIN STORMWATER CONSORTIUM

PO Box 1861
Appleton, WI 54912

NEWSC Coordinator: Alyssa Reinke
Email: Alyssa@fwwa.org
Phone: (920) 851-4336

2024 NEWSC MEMBERS

Brown County	Town of Grand Chute	University of WI – Oshkosh
Calumet County	Town of Lawrence	
Fond du Lac County	Town of Ledgeview	AECOM
Outagamie County	Town of Neenah	Ayres Associates
Winnebago County	Town of Scott	Brown & Caldwell
	Town of Taycheedah	Cedar Corporation
	Town of Vinland	Contech Construction
City of Appleton		County Materials
City of De Pere	Village of Allouez	Davel Engineering
City of Fond du Lac	Village of Ashwaubenon	Mach IV Engineering & Surveying
City of Green Bay	Village of Bellevue	Martenson & Eisele
City of Kaukauna	Village of Combined Locks	McMAHON Group
City of Manitowoc	Village of Eden	Mead & Hunt
City of Marinette	Village of Fox Crossing	MSA Professional Services
City of Menasha	Village of Greenville	raSmith
City of Neenah	Village of Harrison	Robert E. Lee Associates
City of Oshkosh	Village of Hobart	Ruekert & Mielke
City of Two Rivers	Village of Howard	Westwood Professional Services
	Village of Kimberly	
Town of Algoma	Village of Little Chute	
Town of Black Wolf	Village of N. Fond du Lac	
Town of Buchanan	Village of Sherwood	
Town of Clayton	Village of Suamico	
Town of Friendship		
Town of Fond du Lac		



**Renew
Our Waters**
Every choice counts.

ANNUAL REPORT PART 2: STORMWATER PROGRAM EVALUATION - MINIMUM CONTROL MEASURES

MCM #1 PUBLIC EDUCATION & OUTREACH

Topic #1: Illicit Discharge Detection & Elimination

The resources below were created by NEWSC and are available for NEWSC members to print and mail out to local businesses, share on social media or have available to residents by printing and displayed at the office or other public venue. If used in the in the manner above: Delivery Mechanism would be passive.

Carpet Cleaning Flyer	http://www.renewourwaters.org/wp-content/uploads/2015/04/Professional-Carpet-Cleaning.pdf
Carpet Cleaning Website	http://www.renewourwaters.org/carpet-cleaning-2/
Carpet Cleaning Website Updated	https://fwwa.org/2023/01/18/carpet-cleaning/
Greenhouses, Garden Centers, & Nurseries Fyer	http://www.renewourwaters.org/wp-content/uploads/2015/04/Garden-Centers.pdf
Professional Power Washing Flyer	http://www.renewourwaters.org/wp-content/uploads/2015/04/Power-washing-for-the-professional-washer.pdf
Power Washing Website	http://www.renewourwaters.org/power-washing/
Concrete Washout Flyer	http://www.renewourwaters.org/wp-content/uploads/2015/04/Concrete-Washout.pdf
Construction Site Erosion & Sediment Control	http://www.renewourwaters.org/wp-content/uploads/2019/07/Construction-BMPs-Erosion-Sediment-Control.pdf
Dumpster Management Flyer	http://www.renewourwaters.org/wp-content/uploads/2015/04/Dumpster-Management-bilingual-pamphlet.pdf
Dumpster Managment Poster	https://drive.google.com/file/d/1736Sg155_XWFND0kH4nHq1MQowgiuD8_/view?usp=sharing
Parking Lot Maintenance Flyer	http://www.renewourwaters.org/wp-content/uploads/2015/04/Parking-Lot-BMP.pdf

***Did you have inspectors in your community stop by any businesses this year?
Did they do illicit discharge inspections and meet with area businesses about illicit discharge?
If so, you can record those interactions as active outreach.***

MCM #1 PUBLIC EDUCATION & OUTREACH

Topic #1: Illicit Discharge Detection & Elimination

The resources below were created by NEWSC and are available for NEWSC members to print and mail out to local businesses, share on social media or have available to residents by printing and displayed at the office or other public venue. If used in the in the manner above: Delivery Mechanism would be passive.

Parking Lot Maintenance Flyer	http://www.renewourwaters.org/wp-content/uploads/2015/04/Parking-Lot-BMP.pdf
Winter Parking Lot Maintenance Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/11/Parking-Lot-Maintenance-Winter-BMPs.pdf
Fish Don't Swim in Chlorine Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Pool-Spa-Discharge.pdf
Fish Don't Swim in Chlorine Website	http://www.renewourwaters.org/pools-and-spas/
Fish Don't Swim in Chlorine Website Updated	https://fwwa.org/2023/01/18/fish-dont-swim-in-chlorine-2/

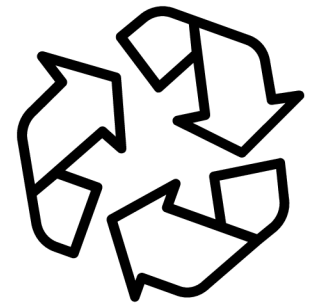
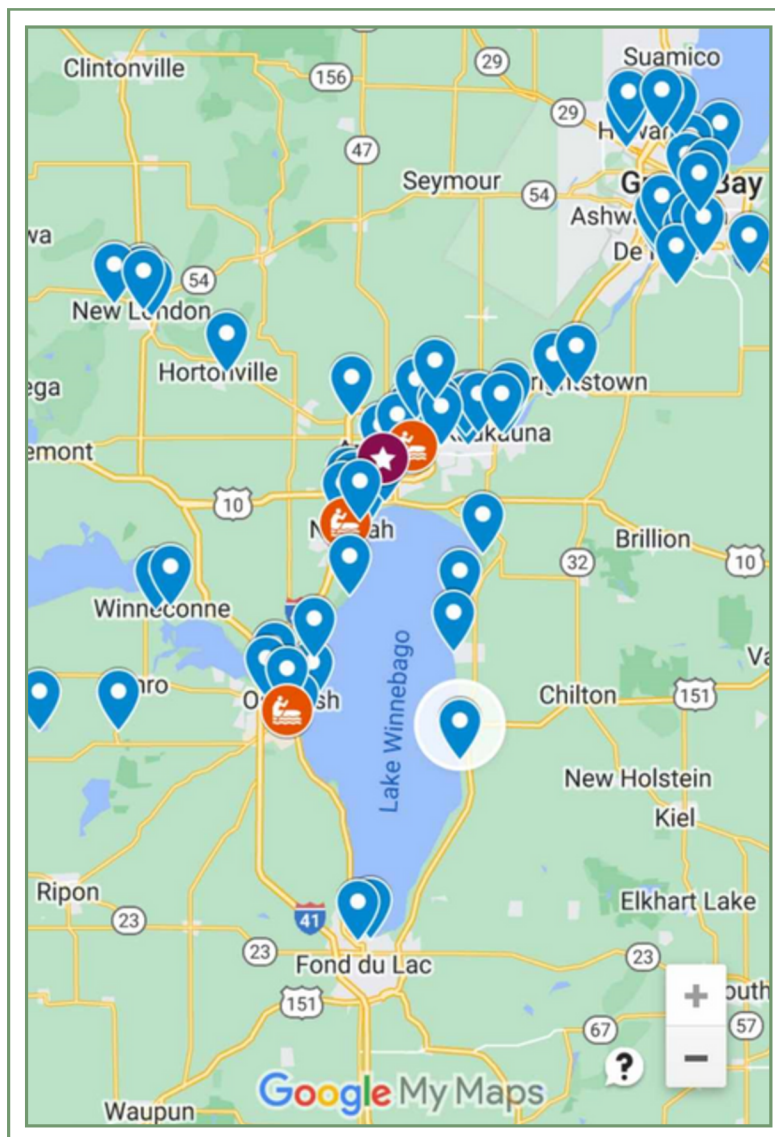


Does your community require a permit for swimming pools?
Did someone provide in person education on maintaining and draining the pool in the permit office?
If so, you can record those interactions as active outreach.

NEWSC ACTIVE PRESENTATION DELIVERY ON BEHALF OF MEMBERS: ANNUAL WATERSHED CLEANUP - IDDE EDUCATION FOR VOLUNTEERS

Fox-Wolf Watershed Alliance hosted Northeast Wisconsin's largest volunteer trash cleanup May 4, 2024. We continue to add sites every year. Over 1,749 volunteers joined us in 2024 to clean up over 70 public sites in our watershed. Volunteers started the morning by meeting at their assigned sites, with their site leaders. They learn about trash collection and pollution (illicit discharge) in addition to how to properly retrieve, collect, and dispose of it. After the cleanup, trash weights are totaled and volunteers join us for our annual Cleanup Picnic. Fox-Wolf staff work the event to assist in the fun activities, but also to interact and educate the participants.

There are 65+ cleanup sites located along the Fox River, the Wolf River, Lake Butte des Morts, Lake Winnebago, Lake Winneconne, the East River, the bay of Green Bay, and more throughout the Fox-Wolf River Basin. If your community would like a site added for 2025, contact Sharon (CleanUp@fwwa.org). Sites should have public access. Communities are asked to provide a site leader for the 1st year.

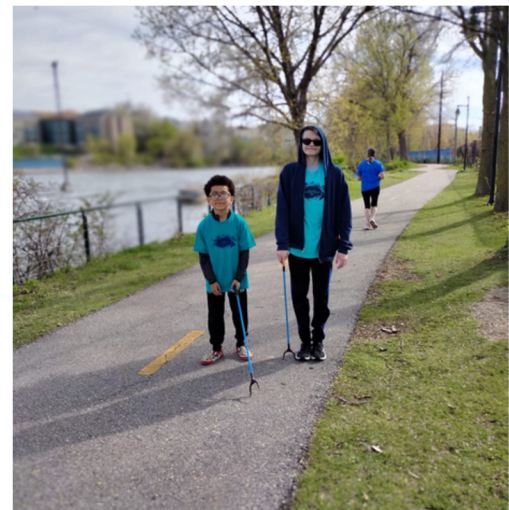


***Additional data and volunteer trash totals can be found under
MCM #2 Public Involvement and Participation (Volunteer Activities)**

NEWSC ACTIVE PRESENTATION DELIVERY ON BEHALF OF MEMBERS: ANNUAL WATERSHED CLEANUP - IDDE EDUCATION FOR VOLUNTEERS CONTINUED

Total number of active education participants by community

Municipality	Number of Volunteers
Allouez	28
Appleton	247
Brown County	83
Calumet County	37
Combined Locks	35
De Pere	52
Fond du Lac	55
Fox Crossing	20
Grand Chute	12
Green Bay	107
Hortonville	59
Howard	25
Kaukauna	68
Kimberly	50
Ledgeview	25
Little Chute	61
Menasha	75
Neenah	208
New London	47
Oshkosh	180
Winnebago County	42
Winneconne	26
Wrightstown	2



NEWSC ACTIVE PRESENTATION DELIVERY ON BEHALF OF MEMBERS: 2024/2025 CHLORIDE MONITORING - IDDE EDUCATION FOR VOLUNTEERS

Chloride volunteers were trained and received active participation education. During trainings, participants learned about chlorides and their impact on our waterways, proper winter salting/maintenance practices, and Documentation numbers are below and detailed data and photos can be found on the Google Map.

<https://www.google.com/maps/d/viewer?mid=1ZhAHWpN9h-X9u77wy1HscdlSOVKV6k&ll=44.59105053718058%2C-88.4717293&z=9>

Virtual/Online training recording:

<https://drive.google.com/file/d/1km9X-ez1lStSyE5hVRooJNMIkq7hF4Qr/view?usp=sharing>

Total number of active education participants by community

Municipality	Number of Active Education Volunteers	Municipality	Number of Active Education Volunteers
Brown County	4	City of Menasha	6
Fond du Lac County	1	City of Neenah	5
Outagamie County	4	City of Oshkosh	5
Winnebago County	4	Town of Grand Chute	3
City of Appleton	9	Town of Neenah	2
City of De Pere	1	Town of Taycheedah	1
City of Fond du Lac	2	Village of Fox Crossing	1
City of Kaukauna	1	Village of Greenville	2

***Additional data and volunteer totals can be found under
MCM #2 Public Involvement and Participation (Volunteer Activities)**

Topic #2: Household Hazardous Waste Disposal/Pet Waste Management/Vehicle Washing

The resources below were created by NEWSC and are available for NEWSC members to print and mail out to local businesses, share on social media or have available to residents by printing and displayed at the office or other public venue. If used in the in the manner above: Delivery Mechanism would be passive.

Household Hazardous Waster Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Household-Hazardous-Waste.pdf
Hazardous Waste Website	https://www.renewourwaters.com/our-pets-our-waters/
Household Hazardous Waste Website Updated	https://fwwa.org/2023/01/18/household-hazardous-waste/
Carpet Cleaning Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/carpet-cleaning.pdf
Carpet Cleaning Website	http://www.renewourwaters.org/carpet-cleaning-2/
Carpet Cleaning Website Updated	https://fwwa.org/2023/01/18/carpet-cleaning/
Kids Can Help Too Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Kids-can-help-too.pdf
Kids Can Help Too Website	http://www.renewourwaters.org/kids-can-help-too-3/
Kids Can Help Too Website Updated	https://fwwa.org/2023/01/18/kids-can-help-too/
Good Dog, Good Owner Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Good-Dog-Good-Owner.pdf
Good Dog, Good Owner Website	http://www.renewourwaters.com/our-pets-our-waters/
Good Dog, Good Owner Website Update	https://fwwa.org/2023/01/18/good-dog-good-owner/
Good Dog, Good Owner Infographic	http://www.renewourwaters.org/wp-content/uploads/2019/07/Good-Dog-Good-Owner-Web-Ready.png

***Did you exhibit or do any community presentations that hit on these topics?**

If so, you can record those interactions as active outreach.

Did you issues dog licenses? If you do and you talked with residents about proper pet waste management you can claim that interaction as active education.

Did you host a household hazardous waste collection day? If you did and you talked with residents about impacts of improper disposal, count this as active outreach.

Topic #2: Household Hazardous Waste Disposal/Pet Waste Management/Vehicle Washing Continued

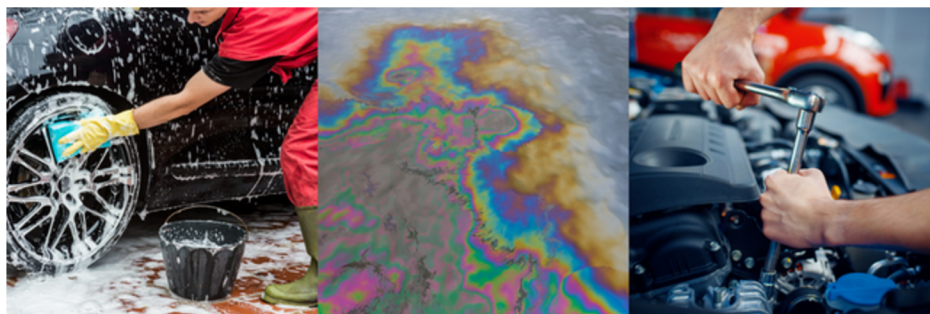
Power Washing Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Power-Washing-Home.pdf
Power Washing Website	http://www.renewourwaters.org/power-washing/
Fish Don't Swim in Chlorine Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Pool-Spa-Discharge.pdf
Fish Don't Swim in Chlorine Website	http://www.renewourwaters.org/pools-and-spas/
Fish Don't Swim in Chlorine Website Updated	https://fwwa.org/2023/01/18/fish-dont-swim-in-chlorine-2/
Vehicle Maintenance Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Vehicle-Maintenance.pdf
Vehicle Maintenance Website	http://www.renewourwaters.org/vehicle-maintenance-2/
Vehicle Maintenance Website Updated	https://fwwa.org/2023/01/18/vehicle-maintenance/
Car Washing Infographic	http://www.renewourwaters.org/wp-content/uploads/2019/07/Car-on-GrassSM.jpg

In 2023, we started to update and reformat a lot of our content. If you did not see our new website for Renew Our Waters, please check it out. There is still content being added in 2025.

<https://fwwa.org/what-we-do/renew-our-waters/>

Additionally, NEWSC educational flyers can be found through the member portal.

<https://fwwa.org/what-we-do/newsc/newsc-member-resources/>



***Did you exhibit or do any community presentations that hit on these topics?**

If so, you can record those interactions as active outreach.

Do you issue permits for pools? If you do and you talked with residents about pool or spa discharge you can claim that interaction as active education.

Topic #3: Yard Waste Management/Pesticide and Fertilizer Application

The resources below were created by NEWSC and are available for NEWSC members to print and mail out to local businesses, share on social media or have available to residents by printing and displayed at the office or other public venue. If used in the in the manner above: Delivery Mechanism would be passive.



Leave Your Leaves on Land Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Leave-Your-Leaves-on-Land.pdf
Leave Your Leaves on Land Website	http://www.renewourwaters.org/leave-your-leaves-on-land/
Leave Your Leaves on Land Website Updated	https://fwwa.org/2023/09/26/leaveyourleavesonland/
The Perfect Lawn Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/The-Perfect-Lawn.pdf
The Perfect Lawn Website	https://www.renewourwaters.org/the-perfect-lawn-3/
Perfect Landscapes Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/The-Pefect-Landscape-7.9.19.pdf
Perfect Landscapes Website	http://www.renewourwaters.org/the-perfect-landscape/
Perfect Landscapes Website Updated	https://fwwa.org/2023/01/18/the-perfect-landscape/
Kids Can Help Too Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Kids-can-help-too.pdf
Kids Can Help Too Website	http://www.renewourwaters.org/kids-can-help-too-3/
Kids Can Help Too Website Updated	https://fwwa.org/2023/01/18/kids-can-help-too/

***Did you exhibit or do any community presentations that hit on these topics?**

If so, you can record those interactions as active outreach.

Do you have a yard waste disposal site or require a permit/pass? If you do and you talked with residents about yard waste management you can claim that interaction as active education.

Topic #3: Yard Waste Management/Pesticide and Fertilizer Application Continued

The resources below were created by NEWSC and are available for NEWSC members to print and mail out to local businesses, share on social media or have available to residents by printing and displayed at the office or other public venue. If used in the in the manner above: Delivery Mechanism would be passive.

Ice & Snow Control Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/Leave-Your-Leaves-on-Land.pdf
Ice & Snow Control Website	http://www.renewourwaters.org/ice-and-snow-control-3/
Ice & Snow Control Infographic	http://www.renewourwaters.org/wp-content/uploads/2019/07/leaf-collection.jpg
Sweep Grass Clippings Infographic	http://www.renewourwaters.org/wp-content/uploads/2019/07/grassclippingsROW.jpg

***Did you exhibit or do any community presentations that hit on these topics?
If so, you can record those interactions as active outreach.**



In 2023, we started to update and reformat our content. If you did not see our new website for Renew Our Waters, please check it out. There is still content being added in 2025. Please note, the links to the previous Renew Our Waters website will become inactive in the future. If you link to the old site on any of your pages, make sure to update these in 2025.

<https://fwwa.org/what-we-do/renew-our-waters/>

Additionally, NEWSC educational flyers can be found through the member portal.

<https://fwwa.org/what-we-do/newsc/newsc-member-resources/>

Topic #4: Stream and Shoreline Management

The resources below were created by NEWSC and are available for NEWSC members to print and mail out to local businesses, share on social media or have available to residents by printing and displayed at the office or other public venue. If used in the in the manner above: Delivery Mechanism would be passive.

Restore Your Shore Flyer	https://drive.google.com/file/d/1Qcel0qumtuyfu204Qg9kMFa1BSZjb4DA/view?usp=sharing
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***Did you meet with homeowners to educate them on streambank erosion and BMPs to reduce erosion? You can record these discussions as active outreach.**

Topic #5: Residential Infiltration

The resources below were created by NEWSC and are available for NEWSC members to print and mail out to local businesses, share on social media or have available to residents by printing and displayed at the office or other public venue. If used in the in the manner above: Delivery Mechanism would be passive.

Rain Barrel Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/04/Rain-Barrels-Handout.pdf
Rain Barrel Website	http://www.renewourwaters.org/rain-barrels/
Rain Barrel Website Updated	https://fwwa.org/2023/01/18/rain-barrels-2/
The Perfect Lawn Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/The-Perfect-Lawn.pdf
The Perfect Lawn Website	https://www.renewourwaters.org/the-perfect-lawn-3/
Perfect Landscapes Flyer	http://www.renewourwaters.org/wp-content/uploads/2019/07/The-Pefect-Landscape-7.9.19.pdf
Perfect Landscapes Website	http://www.renewourwaters.org/the-perfect-landscape/
Perfect Landscapes Website Updated	https://fwwa.org/2023/01/18/the-perfect-landscape/
Grass Clippings Infographic	http://www.renewourwaters.org/wp-content/uploads/2019/07/grassclippingsROW.jpg

***Did you host a rain barrel workshop? If so, claim active outreach for this topic.**

NEWSC ACTIVE PRESENTATION DELIVERY ON BEHALF OF MEMBERS: 2024 WINTER SOW VOLUNTEERS - STREAM & SHORELINE MANAGEMENT & RESIDENTIAL INFILTRATION

Volunteers created mini greenhouses by using milk jugs to grow the native plants. Participants were able to keep what they want from the plants they grow and any extra plants were or will be used in restoration projects for the Winnebago Waterways Program at Fox-Wolf Watershed Alliance. During the event, volunteers were also educated on the benefits of native plants on shorelines, streams, and infiltration on our landscapes.

Winter Sowing Hack: Grow Native Plants and Protect Water Quality Video:

<https://www.youtube.com/watch?v=1t-PzjC9mL4>

2024 Winter Sow Workshop:

December 18, 2024

6:00 pm - 8:00 pm

JP Coughlin Center

625 E County Rd Y, Oshkosh, WI 54901



Total number of active education participants by community

Municipality	Number of Volunteers
City of Neenah	2
City of Oshkosh	10
Outagamie County	2
Village of Greenville	1
Winnebago County	4



***Additional data and volunteer totals can be found under
MCM #2 Public Involvement and Participation (Volunteer Activities)**

Topic #6: Construction Sites/Post Construction Stormwater Management

The resources below were created by NEWSC and are available for NEWSC members to print and mail out to local businesses, share on social media or have available to residents by printing and displayed at the office or other public venue. If used in the in the manner above: Delivery Mechanism would be passive.

Stormwater & the Construction Industry Poster	http://www.renewourwaters.org/wp-content/uploads/2019/07/Construction-BMPs-Erosion-Sediment-Control.pdf
Erosion & Sediment Control Pocket Field Guide	https://drive.google.com/file/d/1TBtgl61znizXDZyLoDRVVRVNHxThD40kH/view?usp=sharing

***Did you have active discussions regarding construction site erosion control? If you used these materials or other educational materials and had meetings/trainings (even 1 on 1 meetings with builders/contractors/inspectors) then you can record that interaction as an active outreach.**

This training may have included the NEWSC Excal Video below.

Excal Visual Videos on Erosion Control available for member checkout in 2025

"Ground Control" – Stormwater for Construction BMPs

This employee training kit is designed to show employees how erosion, sediments and other potential surface water pollutants are controlled at construction sites. The program focuses on Best Management Practices (BMPs) that are widely used at most construction sites including: silt fence, stabilized entrances/exits, drop inlet protectors and others. The program illustrates how these BMPs work and how they can fail. (14 minutes)

Click here to preview from Excal Visual's site:

<https://www.excalvisual.com/ground-control-extended-preview>

BMP Master List

The purpose of the Stormwater Quality Management BMP master list is to allow MS4 and Public Works managers to easily search available stormwater and erosion control BMPs based on target pollutants, WDNR Technical Standards, and keywords. The master list provides insight into the benefits and limitations of each BMP, allowing the user to have a brief understanding of each device to help guide decision making when implementing or reviewing projects. The spreadsheet can be found on the NEWSC member resources page on newsc.org and [HERE](#).

Model Ordinance Reference Guides

NEWSC's Construction Site Erosion Control Reference Guide and Post-Construction Pollution Control Reference Guide – the companion documents to NEWSC's model ordinances – have been updated and are available for member use. The documents can be found on the NEWSC member resources page on newsc.org.

TOPIC #7: POLLUTION PREVENTION

The resources below were created by NEWSC and are available for NEWSC members to print and post by time clocks for training municipal staff. If used in the manner above: Delivery Mechanism would be passive.

Fleet Maintenance	https://drive.google.com/file/d/1fIRY40S5nhHZU_7clwGTHtDfwgLt7wbu/view?usp=sharing
Land Disturbances	https://drive.google.com/file/d/1VuJZccTojAWZhjVcp4e6A9HytWjVAkGu/view?usp=sharing
Materials Storage and Spill Cleanup	https://drive.google.com/file/d/1J_2_SuMYXwmOsqdpsdIINR_0kJ3qKMu/view?usp=sharing
Parks and Ground Maintenance	https://drive.google.com/file/d/14r436EKrJM44x_iPgioWxFrspmqbTVAq/view?usp=sharing
Solid Waste Operations	https://drive.google.com/file/d/1r2gimtAsRanIpxSCevFntWMJwI5Z5tMS/view?usp=sharing
Street and Drainage Maintenance	https://drive.google.com/file/d/1KtikoijMCIPVBhv5VOhYERUIrH52NFXo/view?usp=sharing

Municipal Staff PSAs

Mowing	https://drive.google.com/file/d/1h-tz-pzbTow-xMeISeG30YkN_L-uERr/view?usp=drive_link
Leaf Collection	https://drive.google.com/file/d/1ZSndB33w39XudANHWeTFRcaRjqaP144C/view?usp=sharing
Salt, Brine, & Sand	https://drive.google.com/file/d/1W8GWi9CTSSd1NbzfS2UQp5rxSXYea_P/view?usp=sharing

***Did you have active pollution prevention trainings? If you used these materials or other educational materials and had meetings/trainings, then you can record that interaction as an active outreach.**

These trainings may have included the NEWSC Excal Videos below.

Did you talk about any of the Municipal Staff PSAs with any employees, at a team meeting, or during a "tool box talk"?

Topic #7: Pollution Prevention Continued

Excal Visual Videos on Pollution Prevention available for member checkout in 2025

"Rain Check" - Stormwater Pollution Prevention for MS4s

Regulated municipalities and other municipal separate storm sewer system (MS4) operators must prevent pollutants from entering their storm drainage systems. One element of this requirement is preventing stormwater pollution by municipal facilities such as fleet maintenance shops, bus barns, sanitation facilities, parks and street sweeping operations. This program shows employees how to practice good housekeeping, spill response, materials management, vehicle fueling and washing and the other BMPs profiled in the "National Menu". {Program versions run between: 19 -and up to- 31 minutes}"

Click here to preview from Excal Visual's site:
<https://www.excalvisual.com/swrc-extended-preview>

"Storm Warnings" - Stormwater Pollution Prevention

This training kit is designed to provide general awareness training to employees and contractors about stormwater pollution prevention. It describes Best Management Practices (BMPs) that are useful and important at a wide range of regulated facilities. It covers good housekeeping and other BMPs that help protect stormwater run-off. The kit includes a template to guide the trainer through creating site specific training to use in addition to the general training in the video. (18 minutes)

Click here to preview from Excal Visual's site:

<https://www.excalvisual.com/storm-warning-extended-preview>

Training Videos Checked Out in 2024:

Name:	Organization or Municipality:
Paul Willis	Mead & Hunt (for Town of Scott)

Check out link:

https://docs.google.com/forms/d/e/1FAIpQLSdaPN7dJq4PKjNL6E6CFOJGLzRVMZPScx4Kop69nOasXOBMMA/viewform?usp=sf_link

Did you do any other Pollution Prevention trainings in 2024 with staff?

MUNICIPAL STAFF PSA: MOWING

Smart Mowing

- Mow grass as high as possible and leave the clippings on the lawn
- Mulch grass clippings
- Put mower tire on the curb with the blower pointed to the grass while mowing

Communicate

- Ask supervisors or management about proper procedures
- Bring up issues seen on site
- Ask questions about proper fertilizer application

Debris Management

- Sweep or blow clippings onto grass from paved surfaces
- Do not put debris or clippings in storm drains or waterways
- Remove debris or litter from storm drains

Did you know?

Grass clippings and leaves add excess nutrients like nitrogen and phosphorus in our local waterways. This leads to increased risk of algae blooms. Keeping grass and leaves off of paved surfaces, away from and out of stormwater systems, and out of our waters help keep the water clean and helps your community meet their water quality standards.

TOPIC #8: GREEN INFRASTRUCTURE/LOW IMPACT DEVELOPMENT

NEWSC will be gathering resources for members to use going forward in 2025.

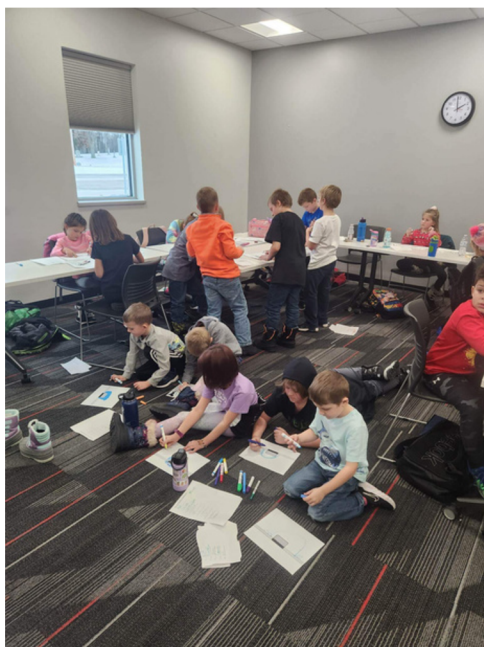
***Did you have active discussion with elected officials or developers about low impact residential design? If you had meetings/trainings or provided presentations on the topic, then you can record that interaction as an active outreach.**

ACTIVE OUTREACH THAT COVERS MULTIPLE TOPICS

The presentations and exhibiting events on the pages that follow can count towards active delivery of any of the topics identified in the table associated with the presentation.

2024 School Presentations

Stormwater Topic:	Discussed?	Stormwater Topic:	Discussed?
Illicit Discharge Detection & Elimination	YES	Residential Infiltration	YES
Household Hazardous Waste Disposal/Pet Waste Management/Vehicle Washing	YES	Construction Sites and Post Construction Stormwater Management	YES
Yard Waste Management/Pesticide and Fertilizer Application	YES	Pollution Prevention	YES
Stream and Shoreline Management	YES	Green Infrastructure/Low Impact Development	NO



2024 School Presentations Continued

The following presentations were provided in classrooms or virtually in NEWSC communities throughout the Fox-Wolf River Basin in 2024. These lessons covered watershed basics, how we use water, water quality, stormwater runoff pollution, floodplains, water quantity issues, green infrastructure, and tips for students and parents for reducing and preventing polluted stormwater runoff. Tools used for providing this education include: EnviroScape model, Ward's Floodplain model, stormwater find-it jars, stormwater runoff plinko, and templates for designing storm drain murals.

Name of School/School Event	Address	Date of Presentation	Number of Approximate Reach
Johnston Elementary (Appleton)	2725 E Forest St, Appleton, WI 54915	2/12/2024	60
Greenville Middle School	N1450 Fawn Ridge Dr, Greenville, WI 54942	9/23/2024	168
Freedom	N4021 Cty Rd E, Freedom, WI 54130	9/23/2024	110
Greenville Middle School	N1450 Fawn Ridge Dr, Greenville, WI 54942	9/24/2024	195
Hortonville Middle School	220 Warner St, Hortonville, WI 54944	9/24/2024	96
Xavier Middle School	2626 N Oneida St, Appleton, WI 54911	9/25/2024	100
Mount Olive Lutheran	930 E Florida Ave, Appleton, WI 54911	9/25/2024	25
St Paul Lutheran Elementary School	225 E Harris St, Appleton, WI 54911	9/25/2024	22
Janet Berry Elementary	3601 S Telulah Ave, Appleton, WI 54915	9/25/2024	70
Columbus Elementary School	913 N Oneida St, Appleton, WI 54911	9/25/2024	15



Outagamie County Conservation Field Days

- 9/23/2024; approximate reach 278
- 9/24/2024; approximate reach 291
- 9/25/2024; approximate reach 232



2024 NEWSC Exhibiting

The presentations and exhibiting events on the pages that follow can count towards active delivery of any of the topics identified in the table associated with the presentation.

Stormwater Topic:	Discussed?	Stormwater Topic:	Discussed?
Illicit Discharge Detection & Elimination	YES	Residential Infiltration	YES
Household Hazardous Waste Disposal/Pet Waste Management/Vehicle Washing	YES	Construction Sites and Post Construction Stormwater Management	NO
Yard Waste Management/Pesticide and Fertilizer Application	YES	Pollution Prevention	YES
Stream and Shoreline Management	YES	Green Infrastructure/Low Impact Development	NO



2024 Exhibiting



Municipality	Date	Number of Contacts
City of Appleton	1/25/2024	40
University of Wisconsin Oshkosh	1/27/2024	40
City of Oshkosh	2/1/2024	65
City of Green Bay	2/24/2024	10
University of Wisconsin Oshkosh	3/12/2024	15
City of Neenah	3/13/2024	5
Town of Ledgeview	4/2/2024	18
Town of Grand Chute	4/22/2024	112
Town of Taycheedah	4/27/2024	70
Calumet County	5/22/2024	100
City of Fond du Lac	6/8/2024	206
City of Fond du Lac	6/9/2024	347
City of Green Bay	7/11/2024	15
Brown County	8/20/2024	121
City of Appleton	8/22/2024	70
University of Wisconsin Oshkosh	8/27/2024	5
Town of Grand Chute	9/7/2024	554
City of Green Bay	10/10/2024	8
University of Wisconsin Oshkosh	11/12/2024	50
City of Neenah	12/2/2024	32

NEWSC 2025-2026 Exhibiting List

NEWSC member communities are included in an annual exhibiting plan once during the 5 year permit cycle. Communities planned for 2025 and 2026 are listed below:

2025	2026
Brown County	Calumet County
City of Appleton	City of De Pere
City of Manitowoc	City of Marinette
City of Oshkosh	Town of Algoma
Town of Fond du Lac	Town of Friendship
Town of Neenah	Town of Scott
Village of Allouez	Village of Ashwaubenon
Village of Fox Crossing	Village of Greenville
Village of Kimberly	Village of Little Chute
	Township of Empire

To ensure your space is reserved NEWSC members must:

1. **Contact the Outreach Coordinator by March 30** of the year you are scheduled with the name of the event, date of the event, and the contact information for the event organizer that you would like the Outreach Coordinator to be a part of.
2. Work with the Outreach Coordinator and the event organizer to ensure acceptance of NEWSC participation at the event. The NEWSC member must pay any exhibiting fees (if applicable) for the event. For most community events, NEWSC members are able to coordinate with the event host for a free exhibiting space, if the event chosen does not waive exhibiting fees for the community, those fees are the responsibility of the NEWSC member.

If communities do not schedule the Outreach Coordinator to participate by March 30, invitations to the Outreach Coordinator from other communities for events will be entertained and all will be accepted as time is available on a first come first serve basis. If the Outreach Coordinator is unable to exhibit in your community due to workload or date of event, NEWSC members may check out exhibiting materials from NEWSC. Promotional materials will be provided as part of the exhibiting display if NEWSC has promotional items to hand out.



ELECTED OFFICIAL EDUCATION VIDEO

NEWSC created an elected official education video. Depending on how your community utilized this resource you could mark it as passive or active education.

<https://www.youtube.com/watch?v=GSqvr7YV2mQ&t=295s>

***Did you have active discussion with elected officials or developers about low impact residential design? If you had meetings/trainings or provided presentations on the topic, then you can record that interaction as an active outreach.**

VIDEO COVERS MULTIPLE TOPICS

The presentations and exhibiting events on the pages that follow can count towards active delivery of any of the topics identified in the table associated with the presentation.

2024 Video Education

Stormwater Topic:	Discussed?	Stormwater Topic:	Discussed?
Illicit Discharge Detection & Elimination	YES	Residential Infiltration	YES
Household Hazardous Waste Disposal/Pet Waste Management/Vehicle Washing	YES	Construction Sites and Post Construction Stormwater Management	YES
Yard Waste Management/Pesticide and Fertilizer Application	YES	Pollution Prevention	YES
Stream and Shoreline Management	YES	Green Infrastructure/Low Impact Development	NO



PASSIVE OUTREACH THAT COVERS MULTIPLE TOPICS

NEWSC Media Continued by Topic

Topic #1: Illicit Discharge Detection & Elimination

2024 Totals

Facebook:
Likes: 578
Shares: 206
Followers: 3,112

Topic#1 Total

Facebook:
Likes: 400
Shares: 118

Date	Topic	Likes	Shares	Link
1/11/2024	Salt	5	0	https://www.facebook.com/foxwolfriver/videos/2109344372753847
1/14/2024	Salt	12	7	https://www.facebook.com/photo/?fbid=686493156998848&set=a.189201083394727
1/22/2024	Salt	51	8	https://www.facebook.com/photo/?fbid=711077137797292&set=a.581827210722286
1/24/2024	Salt	11	5	https://www.facebook.com/photo/?fbid=692028683111962&set=a.189201083394727
2/21/2024	Trash	4		https://www.facebook.com/photo/?fbid=708190061495824&set=pcb.708190131495817
2/27/2024	Generic	15	2	https://www.facebook.com/photo/?fbid=711295464518617&set=pcb.711295594518604
3/7/2024	Conference	10	1	https://www.facebook.com/photo/?fbid=716034714044692&set=pcb.716034794044684
3/11/2024	Trash	18	6	https://www.facebook.com/photo/?fbid=718099220504908&set=a.189201083394727
3/15/2024	Trash Cleanup	10	10	https://www.facebook.com/photo/?fbid=720341123614051&set=pcb.720341180280712
3/19/2024	Basin Blog - Trash	11	3	https://www.facebook.com/photo/?fbid=722489353399228&set=a.189201083394727
4/4/2024	Cleanup Promotion	8	7	https://www.facebook.com/photo/?fbid=731879809126849&set=pcb.731879849126845
5/5/2024	Cleanup Success	65	3	https://www.facebook.com/photo/?fbid=749829447331885&set=pcb.749829723998524
6/15/2024	Street Sweeping	3	4	https://www.facebook.com/photo/?fbid=774357908212372&set=a.189201083394727
6/26/2024	Firework Disposal	2	13	https://www.facebook.com/photo/?fbid=781116424203187&set=a.189201083394727
7/3/2024	Firework Disposal	0	0	https://www.facebook.com/photo/?fbid=785258997122263&set=a.189201083394727

***Did you share any of these Facebook posts through your communities Facebook account?
If so, you can record those as passive outreach.**

NEWSC Media by Topic

Topic #1: Illicit Discharge Detection & Elimination Continued

Facebook:

Likes: 400

Shares: 118

Date	Topic	Likes	Shares	Link
7/14/2024	Trash	17	1	https://www.facebook.com/photo/?fbid=791492123165617&set=a.189201083394727
7/31/2024	Volunteering	10	0	https://www.facebook.com/photo/?fbid=801478855500277&set=a.189201083394727
8/5/2024	Happpiest Hour	3	0	https://www.facebook.com/photo/?fbid=823808836600612&set=a.189201083394727
9/7/2024	Stormwater Exhibiting	14	2	https://www.facebook.com/photo/?fbid=825007603147402&set=a.189201066728062
9/16/2024	Stormwater Week	5	4	https://www.facebook.com/photo/?fbid=830988349215994&set=a.189201083394727
9/21/2024	Stormwater Week Edu.	8	5	https://www.facebook.com/foxwolfriver/videos/1041189674157456
9/24/2024	Salting Webinar	2	0	https://www.facebook.com/foxwolfriver/videos/1235961187601695
9/27/2024	Storm Drain PSA	4	1	https://www.facebook.com/share/p/15jhuaSh47/
10/10/2024	Happiest Hour	19	3	https://www.facebook.com/photo/?fbid=848351470813015&set=a.189201066728062
10/15/2024	Winter Workshop	4	0	https://www.facebook.com/photo/?fbid=873832111521793&set=a.581827210722286
10/19/2024	Watershed Monsters	1	0	https://www.facebook.com/foxwolfriver/videos/1115476673245343
10/22/2024	Chloride Montitoring	27	18	https://www.facebook.com/share/p/1BV8Xcm3X8/



***Did you share any of these Facebook posts through your communities Facebook account?
If so, you can record those as passive outreach.**

NEWSC Media by Topic

Topic #1: Illicit Discharge Detection & Elimination Continued

Facebook:

Likes: 400

Shares: 118

Date	Topic	Likes	Shares	Link
10/26/2024	Smart Salting Workshop	2	1	https://www.facebook.com/share/p/12MpJdxA6aj/
10/29/2024	Chloride Montitoring	6	2	https://www.facebook.com/share/v/15n4Ey6Mrk/
11/5/2024	Thank you Volunteers	17	2	https://www.facebook.com/share/v/19oVGdeGkx/
11/16/2024	Storm Drains	9	2	https://www.facebook.com/share/p/1DksDtrqPA/
12/2/2024	Smart Salting Workshop	11	6	https://www.facebook.com/share/p/1DaUEPpFqg/
12/20/2024	Salting Podcast	6	1	https://www.facebook.com/share/p/15VQiqiYfz/
12/23/2024	Chloride Montitoring	6	1	https://www.facebook.com/share/p/1Gjp4Ebfsk/
12/31/2024	Basin Blog	4	0	https://www.facebook.com/share/p/1QEzgRLwKA/



***Did you share any of these Facebook posts through your communities Facebook account?
If so, you can record those as passive outreach.**

NEWSC Media by Topic

Topic #2: Household Hazardous Waste Disposal/Pet Waste Management/Vehicle Washing

Facebook:

Likes: 13

Shares: 8

Date	Topic	Likes	Shares	Link
3/11/2024	Carpet Cleaning	1	2	https://www.facebook.com/photo/?fbid=718210637160433&set=pcb.718210670493763
6/19/2024	Pet Waste	2	2	https://www.facebook.com/photo/?fbid=776611094653720&set=a.189201083394727
7/13/2024	Vehicle Washing	7	2	https://www.facebook.com/photo/?fbid=790892793225550&set=a.189201083394727
8/4/2024	Pet Waste	3	1	https://www.facebook.com/photo/?fbid=803689328612563&set=a.189201083394727
10/25/2024	Household Waste Disposal	0	1	https://www.facebook.com/share/p/1Dx1KACpQR/

***Did you share any of these Facebook posts through your communities Facebook account?
If so, you can record those as passive outreach.**

NEWSC Media by Topic
Topic #3: Yard Waste Management/Pesticide and Fertilizer Application

Facebook:

Likes: 70

Shares: 55

Date	Topic	Likes	Shares	Link
5/8/2024	Phosphorus	20	4	https://www.facebook.com/photo/?fbid=751674447147385&set=a.189201083394727
6/4/2024	Grass Clippings	31	40	https://www.facebook.com/photo/?fbid=767796502201846&set=a.189201083394727
8/8/2024	Grass Clippings	8	7	https://www.facebook.com/photo/?fbid=806233481691481&set=a.189201083394727
10/24/2024	Leaf Collection	11	4	https://www.facebook.com/photo/?fbid=858269156487913&set=a.189201083394727

NEWSC Media by Topic

Topic #4: Stream and Shoreline Management

Facebook:

Likes: 31

Shares: 12

Date	Topic	Likes	Shares	Link
2/21/2024	Shoreline plants	4	0	https://www.facebook.com/photo/?fbid=708190061495824&set=pcb.708190131495817
3/6/2024	Shoreline Mudflats	6	6	https://www.facebook.com/photo/?fbid=715569544091209&set=a.189201083394727
4/28/2024	Shoreline Planting	21	6	https://www.facebook.com/photo/?fbid=745493297765500&set=a.189201083394727

Facebook:

Likes: 64

Shares: 13

Topic #5: Residential Infiltration

Date	Topic	Likes	Shares	Link
2/21/2024	Rain	4		https://www.facebook.com/photo/?fbid=708190061495824&set=pcb.708190131495817
4/26/2024	Rain Barrels	22	3	https://www.facebook.com/photo/?fbid=744403474541149&set=pcb.744403537874476
5/24/2024	Rain Gardens	10	1	https://www.facebook.com/photo/?fbid=761490609499102&set=a.189201083394727
9/4/2024	Native Plantings	2	3	https://www.facebook.com/foxwolfriver/videos/3955539928007609
9/7/2024	Native Plantings	5	2	https://www.facebook.com/foxwolfriver/videos/1009406727351421
9/10/2024	Native Plantings	15	3	https://www.facebook.com/reel/1731651647575750/?s=single_unit
11/18/2024	Winter Sow	6	1	https://www.facebook.com/share/185gQbGMyo/

NEWSC Media/News Coverage

Estimated reach for Media/News Coverage by the following sources is 100,000+ and is a passive form of outreach/education.

Media Outlet	Topic	Publish Date	Link
WFRV Channel 5	Smart Salting	1/29/2024	https://www.wearegreenbay.com/local5live/celebrate-the-fox-river-when-you-focus-on-fox/
Maino & the Mayor	Cleanup & Shoreline Restoration	4/7/2024	Radio Segment
WHBY	Cleanup & Shoreline Restoration	6/17/2024	Radio Segment
WFRV	Watershed Education & Celebration	9/19/2024	https://www.wearegreenbay.com/news/local-news/local-5-meteorologist-ryan-kudish-honored-with-2024-impact-award-for-sustainably-speaking-series/
WFRV	Watershed Education & Celebration	10/11/2024	https://www.wearegreenbay.com/news/local-news/local-5-meteorologist-ryan-kudish-honored-with-2024-impact-award-for-sustainably-speaking-series/



Did any of your local news stations or papers do or write a story about your stormwater work?

ANNUAL REPORT PART 2: STORMWATER PROGRAM EVALUATION MINIMUM CONTROL MEASURES

MCM # 2 PUBLIC INVOLVEMENT AND PARTICIPATION - VOLUNTEER ACTIVITIES

NEWSC Active Delivery on Behalf of Members:

Volunteer Event - Annual Watershed Cleanup May 4, 2024

Fox-Wolf Watershed Alliance continues to add sites every year. If your community would like a site added for 2024, contact Sharon (CleanUp@fwwa.org). Sites should have public access. Communities are asked to provide a site leader for the 1st year.



2024 Annual Cleanup Volunteer Totals by Community

Municipality	Number of Volunteers
Allouez	19
Appleton	196
Brown County	71
Calumet County	48
Combined Locks	41
De Pere	42
Fond du Lac	98
Fox Crossing	20
Grand Chute	11
Green Bay	114
Hortonville	52
Howard	23
Kaukauna	76
Kimberly	63
Ledgeview	38
Little Chute	56
Menasha	76
Neenah	118
New London	35
Oshkosh	226
Winnebago County	87
Winneconne	43
Wrightstown	24



Chloride Monitoring: Fall 2024/Winter 2025

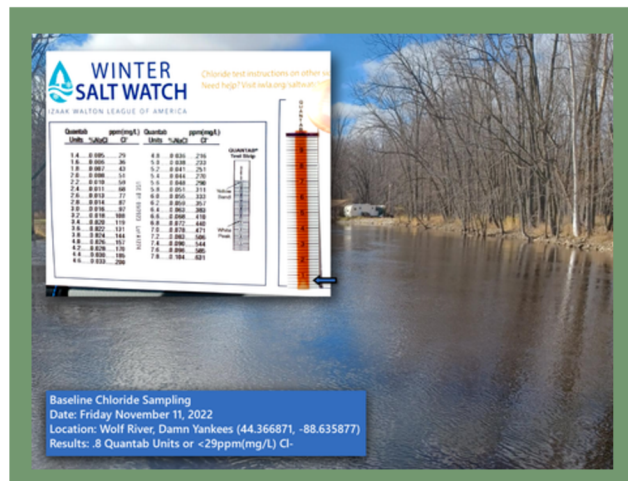
This is considered active participation. Documentation numbers are below and detailed data and photos can be found on the Google Map.

<https://www.google.com/maps/d/viewer?mid=1ZhAHWpN9h-X9u77wy1HscdlSOVKNV6k&ll=44.59105053718058%2C-88.4717293&z=9>

Data:

https://docs.google.com/spreadsheets/d/1ZKZH_Jua2xxiT9dkKXdXZ2D-eJgWL14_WVcfD_IcUZs/edit?usp=sharing

Municipality	Number of Active Education Volunteers	Municipality	Number of Active Education Volunteers
Brown County	4	City of Menasha	6
Fond du Lac County	1	City of Neenah	5
Outagamie County	4	City of Oshkosh	5
Winnebago County	4	Town of Grand Chute	3
City of Appleton	9	Town of Neenah	2
City of De Pere	1	Town of Taycheedah	1
City of Fond du Lac	2	Village of Fox Crossing	1
City of Kaukauna	1	Village of Greenville	2



NEWSC ACTIVE PRESENTATION DELIVERY ON BEHALF OF MEMBERS: 2024 WINTER SOW VOLUNTEERS - STREAM & SHORELINE MANAGEMENT & RESIDENTIAL INFILTRATION

This is considered active participation of residents.

Volunteers created mini greenhouses by using milk jugs to grow the native plants. Participants were able to keep what they want from the plants they grow and any extra plants were or will be used in restoration projects for the Winnebago Waterways Program at Fox-Wolf Watershed Alliance. During the event, volunteers were also educated on the benefits of native plants on shorelines, streams, and infiltration on our landscapes.

Winter Sowing Hack: Grow Native Plants and Protect Water Quality Video:

<https://www.youtube.com/watch?v=1t-PzjC9mL4>

2024 Winter Sow Workshop:
December 18, 2024
6:00 pm - 8:00 pm
JP Coughlin Center
625 E County Rd Y, Oshkosh, WI 54901



Total number of active education participants by community

Municipality	Number of Volunteers
City of Neenah	2
City of Oshkosh	10
Outagamie County	2
Village of Greenville	1
Winnebago County	4



OTHER NEWSCL EFFORTS:

Workshops and Trainings

Winter Maintenance Workshop - Smart Salting for Wisconsin Roads

Training for winter maintenance professionals who remove snow, apply roads salt or maintain snow removal equipment. Attendees learned how using the right amount of salt can save time, budget and our waters.

The training included: Best Management Practices to keep paved areas safe, guidance on how to determine the right amount of salt to use, benefits of liquids, and case studies from local applicators.

November 6, 2024

7:30 am to 12:00 pm

Menasha Municipal Building

Name	Affiliation	Organization or Municipality	Name	Affiliation	Organization or Municipality
Andrew Quella	Menasha Joint School District	City of Menasha	Joe Koffarnus	Menasha Public Works	City of Menasha
Adam Behling	Menasha Public Works	City of Menasha	Ryan McClure	Village of Greenville	Village of Greenville
Eli Leitermann	Village of Kimberly	Village of Kimberly	John Houts III	Menasha Public Works	City of Menasha
Jason Loduha	Village of Greenville	Village of Greenville	Brad Welhouse	Village of Harrison	Village of Harrison
Derek Perreault	Menasha Public Works	City of Menasha	David Kaczmarek	City of Oconto Falls	City of Oconto Falls
Ryan Koepke	Village of Harrison	Village of Harrison	Jake Kraynik	Town of Ledgeview	Town of Ledgeview
Carson Faulker	Village of Weyauwega	Village of Weyauwega	Paul Kotska	Village of Harrison	Village of Harrison
Brett Brown	Village of Greenville	Village of Greenville	Tim Van Camp	Village of Hobart	Village of Hobart
Cole Hendricks	Town of Ledgeview	Town of Ledgeview	Kevin Tadeyeske	Town of Ledgeview	Town of Ledgeview
Bryce Roberts	City of Oconto Falls	City of Oconto Falls	Vince Lazzaro	Menasha Public Works	City of Menasha
Jim Thibaudeau	City of Oconto Falls	City of Oconto Falls	Jeff Funk	Village of Harrison	Village of Harrison
Kyle Prey	Village of Weyauwega	Village of Weyauwega	Tom Becher	Greenville Public Works	Village of Greenville
Wally Remic	City of Oconto Falls	City of Oconto Falls	Jr Lacy	Town of Ledgeview	Town of Ledgeview
Brad Magnin	City of Oconto Falls	City of Oconto Falls	Anna Huber	Village of Kimberly	Village of Kimberly
Blane Shepard	Public Works	Village of Hobart	Steve Linsmeyer	Outagamie County Highway Department	Outagamie County
Daniel Vanbuskirk	City of Menasha	City of Menasha			

OTHER NEWSCH EFFORTS:

Workshops and Trainings Continued

Winter Maintenance Workshop - Smart Salting for Parking Lots & Sidewalks

Training for winter maintenance professionals who remove snow, apply roads salt or maintain snow removal equipment. Attendees learned how using the right amount of salt can save time, budget and our waters.

The training included: Best Management Practices to keep paved areas safe, guidance on how to determine the right amount of salt to use, benefits of liquids, and case studies from local applicators.

November 7, 2024

7:30 am to 11:00 am

University Wisconsin Oshkosh Culver Family Welcome Center

Name	Affiliation	Organization or Municipality
Jack Rentmeester	Town of Ledgeview	Town of Ledgeview
Mitch Deniswicz	City of Appleton	City of Appleton
Tim Van Alstine	City of Appleton	City of Appleton
Caleb Oberndorfer	University of Wisconsin Oshkosh	University of Wisconsin Oshkosh
Ean Wilson	University of Wisconsin Oshkosh	University of Wisconsin Oshkosh
Michale Bychinski	Hoefflers Landscaping and Snow Plowing LLC	Hoefflers Landscaping and Snow Plowing LLC
Dia Meyer	Landmark Landscaping	Landmark Landscaping
Robert Mihr	University of Wisconsin Oshkosh	University of Wisconsin Oshkosh
Sean Coveney	Hoefflers Landscaping and Snow Plowing LLC	Hoefflers Landscaping and Snow Plowing LLC
Xander Kracium	University of Wisconsin Oshkosh	University of Wisconsin Oshkosh
Chris Poeschl	Oshkosh School District	Oshkosh School District
Darren Gilgen	Chippewa Valley Technical College	Chippewa Valley Technical College
Ryan McDonough	Oshkosh School District	Oshkosh School District
Greg Weber	Chippewa Valley Technical College	Chippewa Valley Technical College
Joseph Gunderson	CVTC - Eau Claire	CVTC - Eau Claire
Rick Metz	Oshkosh Wastewater Plant	Oshkosh Wastewater Plant
Brady Baldry	Winnebago Mental Health Institution	Town of Winnebago
Kris Hockers	Outagamie County Parks Department	Outagamie County Parks Department
Connor Gehrke	Outagamie County Parks Department	Outagamie County Parks Department
Tricia Walters	Outagamie County Parks Department	Outagamie County Parks Department
David McKinney	University of Wisconsin Oshkosh	University of Wisconsin Oshkosh

OTHER NEWS&C EFFORTS:

Workshops and Trainings Continued

Winter Maintenance Training

Training for winter maintenance professionals who remove snow, apply roads salt or maintain snow removal equipment. Attendees learned how using the right amount of salt can save time, budget and our waters.

The training included: Best Management Practices to keep paved areas safe, guidance on how to determine the right amount of salt to use, benefits of liquids, and case studies from local applicators.

November 6, 2024

1:00 pm - 2:00 pm

Outagamie County Highway Department

Attendees: 60



Winter Maintenance Training

Training for winter maintenance professionals who remove snow, apply roads salt or maintain snow removal equipment. Attendees learned how using the right amount of salt can save time, budget and our waters.

The training included: Best Management Practices to keep paved areas safe, guidance on how to determine the right amount of salt to use, benefits of liquids, and case studies from local applicators.

November 7, 2024

2:00 pm - 3:00 pm

University of Wisconsin Oshkosh - Facilities Management and Janitorial Staff

Attendees: 40

ANNUAL REPORT PART 3: STORMWATER PROGRAM EVALUATION MINIMUM CONTROL MEASURES MCM # 4 CONSTRUCTION SITE RUNOFF CONTROL

NEWSC Model Ordinances & Reference Guides:

Construction Site Ordinance & Construction Site Reference Guide

NEWSC has an existing support model ordinance and reference guide for construction sites to support communities with MCM #4 of their MS4 permit. These are updated with changes to the permit. With the permit delay in 2024, these will be updated when the new permit comes out and will be available for use. Members should utilize the current versions of the documents until the new permit is enacted. These model ordinances and references guides are available year round through the [NEWSC member resources page](#) as well.

- [NEWSC Construction Site Model Ordinance](#)
 - [NEWSC Reference Guide Construction Site Erosion Control](#)
 - [Appendices](#)
-

ANNUAL REPORT PART 4: STORMWATER PROGRAM EVALUATION MINIMUM CONTROL MEASURES MCM # 5 CONSTRUCTION SITE RUNOFF CONTROL

NEWSC Model Ordinances & Reference Guides:

Post-Construction Ordinance & Post-Construction Reference Guide

NEWSC has an existing support model ordinance and reference guide for construction sites to support communities with MCM #5 of their MS4 permit. These are updated with changes to the permit. With the permit delay in 2024, these will be updated when the new permit comes out and will be available for use. Members should utilize the current versions of the documents until the new permit is enacted. These model ordinances and references guides are available year round through the [NEWSC member resources page](#) as well.

- [NEWSC Post-Construction Model Ordinance](#)
- [NEWSC Reference Guide Post-Construction Stormwater Management](#)
- [Appendices](#)

Thank you 2024 Leadership Council Members!

Chair Brent Jalonen (2024 -2026) Calumet County	Vice-Chair Rich Heath (2022-2024) Town of Algoma	Secretary/Treasurer Kelly O'Malley (2023-2025) City of Green Bay/GEI	Past-Chair Heath Kummerow (2023-2025) City of De Pere
Municipal Committee James Rabe (2022-2024) City of Oshkosh	General Public Committee Andy Maracini (2022-2024) Winnebago County Interim Chair: Danielle Santry Calumet County	Building & Development Committee Brad Hartjes (2021-2024) raSmith	Stormwater Quality Management Committee Sue Olson (2023-2024) City of Appleton
Member-At-Large Dani Santry (2022-2024) Calumet County	Member-At-Large Paul Willis (2023-2025) Mead & Hunt	Member-At-Large Mark Van Der Wegen (2023-2025) Town of Grand Chute/raSmith	

Thank you 2024 Committee Members!

General Public Committee	Municipal Committee	Stormwater Quality Management Committee	Building & Development Committee
Andy Maracini - Winnebago County Dani Santry - Calumet County George Dearborn - Village of Fox Crossing Brian Wayner - Westwood Professional Services Chad Pelishek - Village of Harrison	James Rabe - City of Oshkosh h Scott Ahl - City of Two Rivers John Neumerier - City of Kaukauna Sue Olson - City of Appleton Casey Canady - City of Oshkosh Jason Tucker - Town of Grand Chute	Sue Olson - City of Appleton George Dearborn - Village of Fox Crossing Paul Willis - Mead & Hunt Abby Maslanka - Martenson & Eisle Justin Keen - Cedar Corporation Heather Zaunmueller - AECOM Chuck Boehm - Brown & Caldwell Brent Jalonen - Calumet County Joe Hoechst - Village of Fox Crossing Mark Van Der Wegen - raSmith	Brad Hartjes - raSmith Nick Waldschmidt - City of Fond du Lac Brent Jalonen - Calumet County Patrick Kuehl - Robert E Lee & Associates Claire Ebben - Outagamie County Katie Buchalski - Ruekert-Mielke

Welcome New and Returning Leadership Council Members!

Chair Brent Jalonen (2024 -2026) Calumet County	Vice-Chair Justin Gierach (2024-2026) City of Oshkosh	Secretary/Treasurer Kelly O'Malley (2023-2025) GEI	Past-Chair Heath Kummerow (2024-2026) Town of Algoma
Municipal Committee John Neumeier (2025-2027) City of Kaukauna	General Public Committee Valerie Joosten (2025 - 2027) City of Green Bay	Building & Development Committee Claire Ebben (2025-2027) Outagamie County	Stormwater Quality Management Committee Sue Olson (2023-2025) City of Appleton
Member-At-Large Mark Van Der Wegen (2023-2025) raSmith	Member-At-Large Paul Willis (2023-2025) Mead & Hunt		



City of De Pere, Wisconsin

1.25

Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: Engineering
FROM: Scott Thoresen, Public Works Director
SUBJECT: Resolution #25-32 Authorizing Storm Water Line and Sanitary Sewer Easements (Fox River State Trail; ED-80-3).
RECOMMENDED ACTION: Staff recommends approving these easements

ATTACHMENTS:

Reso25-32, Easement Document_CE 10341, Easement Document_CE 10343, 2025 0318
CI_CC_Project_25-01_Proposed_WDNR_Easement, Project 25-01_Plan Sheet C120, Project
25-03_Plan Sheet C115

RESOLUTION #25-32

AUTHORIZING STORM WATER LINE AND SANITARY SEWER EASEMENTS
(Fox River State Trail; ED-80-3)

WHEREAS, in connection with the planned resurfacing of the Fox River Trail by Brown County, the City plans to complete work to existing sanitary sewer and storm sewer that crosses the Fox River Trail ("the Trail"); and

WHEREAS, as the Wisconsin Department of Natural Resources controls the Trail right-of-way, easements are required for installation or repair of new and existing utilities, and the City is in need of an easement for each utility crossing the Trail to complete work under Projects 25-01 and 25-03; and

WHEREAS, as time is of the essence as to excavation requiring completion between May 1 and May 20, this matter is being brought directly to the Common Council without prior approval of the Board of Public Works.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council authorizes the City Manager to execute the attached Sanitary Sewer Line Easement (Cooperative Trail) and Storm Water Line Easement to allow for construction, maintenance, repair and/or replacement of an underground sanitary sewer line and storm water line under and across the Fox River State Trail.

BE IT FURTHER RESOLVED THAT:

All City officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of March, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____
Nays: _____

State of Wisconsin
Department of Natural Resources
Box 7921
Madison, WI 53707

**SANITARY SEWER LINE
EASEMENT (Cooperative Trail)**

Section 23.09(10), Wis. Stats.
Form 2200-015aa
Rev. 08/2024

THIS SANITARY SEWER LINE EASEMENT (“Easement”) is made by and between the State of Wisconsin Department of Natural Resources (“Grantor”) and the City of De Pere (“Grantee”).

RECITALS

WHEREAS, Grantor is the owner of the former Wisconsin Central Ltd., railroad corridor known as the “Fox River State Trail” (“Trail” or “Premises”);

WHEREAS, the Grantor has entered into an Easement conveying trail management and operations responsibilities to the Brown County Parks Department (“Trail Manager”);

WHEREAS, the Grantee desires to reconstruct, reinstall, operate, repair, maintain, remove, replace and/or abandon in place an existing underground sanitary sewer line, which was placed when the former railroad corridor was in active service, under and across the Trail by open trenching at minimum depth of 7.74-feet, for the benefit of the City of De Pere and impacted landowners;

WHEREAS, the underground sanitary sewer line will be installed within a 30.21-foot-wide corridor crossing under the Trail (“Easement Area”), which is depicted on the attached Exhibit “A” and more particularly described as follows:

Part of Private Claim 30, East Side of Fox River, City of De Pere, Brown County, Wisconsin, that is further described below:

Commencing at the meander corner on the line between Private Claims 28 and 29, East Side of Fox River; thence S61°07’52”W, 981.87 feet on a line connecting said meander corner and the meander corner on the line between Private Claims 29 and 30, East Side of Fox River; thence S32°57’30”W, 96.49 feet to the intersection of the northwest line of the Wisconsin Department of Natural Resources Fox River State Trail and the northeast line of Lot 2, Subdivision “A” of the De Pere Land & Improvement Company’s Park Addition, Volume 1, Plats, Page 28, Document Number 219125; thence S32°51’49”W, 169.87 feet on said northwest line to the POINT OF BEGINNING; thence S63°54’59”E, 30.21 feet to the southeast line of the Wisconsin Department of Natural Resources Fox River State Trail; thence S32°51’49”W, 30.21 feet on said southeast line to the southwest line of Lot 1, Subdivision “A” of the De Pere Land & Improvement Company’s Park Addition; thence N63°54’59”W, 30.21 feet on a northwesterly extension of said southwest line to said northwest line; thence N32°51’49”E, 30.21 feet on said northwest line to the Point of Beginning.

NOW, THEREFORE, the Grantor hereby grants to the Grantee, its successor and assigns, for and consideration of mutual benefits and the promises contained herein, receipt of which is hereby acknowledged by the Grantor, this

Recording Area

Return: Department of Natural Resources
Bureau of Facilities & Land – LF/6
P.O. Box 7921
Madison, WI 53707-7921
Attn: Lorie Stasik (CE-10341)

Parcel Identification Number (PIN):

ED-80-3

non-exclusive Easement allowing for the installation, construction, operation, maintenance, repair, removal, replacement and or abandonment in place of one underground sanitary sewer line.

It is understood by the Grantor and the Grantee that this non-exclusive Easement is subject to the following conditions:

1. **Recitals.** The Grantor and Grantee confirm and agree that the recitals set forth above are true and correct and incorporate the same herein for all purposes.
2. **Purpose.** The Grantor grants and conveys to Grantee this non-exclusive Easement for the construction, installation, operation, maintenance, repair, removal, replacement and/or abandonment in place of one existing underground sanitary sewer line being a 12-inch diameter concrete pipe. Any additional lines or structures, or replacements greater in diameter than as described herein, will require prior written approval of the Grantor and Grantor may require the Grantee to obtain a new, separate easement.
3. **Parties.** This Easement is limited to the Grantee and is not transferable. Grantor shall require a new and separate easement if Grantee desires to locate additional facilities in the Easement Area.
4. **Non-Exclusive Use.** The Easement shall be non-exclusive. The Grantor may use the Easement Area and may lease or convey other easements to one or more other person(s), company(ies) or other entity(ies), provided that any such subsequent use, lease or conveyance shall not interfere with the Grantee's rights.
5. **Construction.** Grantee shall submit a written notification of project commencement to the Grantor's Trail Manager at least five business days prior to initiation of any installation, construction, maintenance, repair, removal, replacement, and/or abandonment work on or within the Easement Area. In the event that Grantee's planned commencement of project activities conflicts with Grantor's use of the Easement Area, Grantor shall notify Grantee of the conflict and Grantor and Grantee shall agree on an alternative date to begin the project. If an emergency situation occurs related to the sanitary sewer line that requires immediate action by the Grantee, the Grantee shall take immediate action. The Grantee shall, promptly notify the Grantor's Trail Manager that an emergency exists and that the Grantee is proceeding to correct the emergency situation. The Grantor's Trail Manager for the Premises can be reached at (920) 448-4464.
6. **Access.** If permission is provided in advance by Grantor's Trail Manager, Grantee may enter upon the Premises at locations outside of the Easement Area using Grantor's existing roads if necessary to gain access to the Easement Area in order to construct, install, operate, maintain, repair, remove, replace and/or abandon in place the underground sanitary sewer line and to do any and all other such work as is reasonably necessary in accordance with the rights granted under this Easement.
7. **Vegetative Management.** Grantee may cut, trim and remove any brush, trees, logs, stumps or branches, which by reason of their proximity may endanger or interfere with the underground sanitary sewer line, or the installation, construction, maintenance, repair, operation, removal, replacement and/or abandonment thereof. Any such undertakings shall be done with prior notification to Grantor's Trail Manager by Grantee and under the supervision of the Grantor's Trail Manager. Any trees removed from the Premises remain the property of the Grantor. All trees having commercial value including firewood shall be cut in standard lengths and be piled at a location on the Premises designated by the Grantor's Trail Manager. All stumps, slash, waste materials and other debris shall be disposed of by the Grantee as directed by the Grantor's Trail Manager. Use of pesticides and herbicides shall only be allowed with the prior written approval of the Grantor. Any pesticides used, including but not limited to herbicides, insecticides, fungicides, must follow the label and adhere to all local, county, state and federal rules related to pesticide use. Upon request, Grantee must provide pesticide application records for at least two years post-application. Grantee agrees to modify its pesticide use if requested by Grantor.

8. **Signage.** Any signs, postings and other markers not in accordance with standard utility practice to be located on the Easement Area by the Grantee shall be approved by the Grantor prior to placement.
9. **Maintenance.** The Grantee shall maintain the Easement Area in a decent, sanitary, and safe condition and at no time shall the Grantee allow its work to cause a hazard or unsafe conditions on the Trail or the Easement Area.
10. **Existing Utilities.** The Grantee is responsible for determining the location of any existing utilities within the Easement Area. Grantee is responsible for any and all damages, costs or liabilities that result from damages caused by the Grantee to existing utilities within the Easement Area.
11. **Compliance with Other Laws.** This Easement does not relieve Grantee from the responsibility to comply with all applicable federal and state laws and local ordinances and does not supersede any other governmental requirements for plan approval or for authority to exercise any other rights granted herein.
12. **Conditions of Construction and Maintenance.** Relating to the installation, construction, operation, repair, maintenance, removal, replacement and abandonment of the sanitary sewer line within the Easement Area, work shall be completed as follows:
 - a. Other than as otherwise permitted herein, the Trail should remain open for public use at all times. Trail closures will not be allowed during snowmobile season and may not be allowed at certain times during bicycling season depending on planned events, activities, or volume of use. All closures must be coordinated with the Grantor's Trail Manager. Any Trail closure of more than one day may be done only with prior written permission of the Grantor's Trail Manager.
 - b. If the Trail must be blocked at any time due to safety, a flag person must be present or appropriate signage must be installed such that Trail users are informed of the blockage and an acceptable detour (if needed) must be provided by the Grantee so users can pass through safely. Grantee shall not use the Trail for backing of any equipment unless a flag person is present and directing Trail traffic.
 - c. Warning signs, lights, or such other safety markers as necessary shall be placed informing Trail users of any construction work or as otherwise directed by the Grantor's Trail Manager.
 - d. If needed, as determined by the Grantor's Trail Manager, Grantee shall place passable barricades at entry points for trail users that require trail users to substantially reduce their speed and proceed single file. Barricade points must include signs stating that construction activities are taking place along the Trail, listing a reduced speed limit, and indicating two-way, single-file traffic.
 - e. All excavated open holes must be adequately marked at all times by the Grantee and warning signs must be placed and maintained by Grantee a safe distance ahead in both directions.
 - f. All excavated holes shall be filled in and made level with the original grade by the Grantee prior to project activity completion.
 - g. Insofar as is practicable and when the Grantor requests other than during the initial construction or due to an emergency situation, the Grantee shall schedule any construction work in an area used for recreational purposes at times when the ground is frozen in order to prevent or reduce soil compaction. All work will be conducted to minimize soil disturbance. All rutting will be repaired, and the Premises restored as promptly as possible by Grantee following its work. If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent must be utilized to access installation, construction, operation, repair, maintenance, removal or replacement locations.
 - h. If any portion of the Trail is damaged or destroyed by the Grantee, the Grantee shall be solely responsible for repairing and restoring the damaged area in a timely, workmanlike manner, using the same type and quality materials that meet the Grantor's Trail Design Standards and guidelines

and as approved by Grantor's Trail Manager. The Grantee agrees to reimburse the Grantor for any property damage to the Grantor's Premises that may arise from the Grantee's use of the Easement Area.

- i. Any and all ground settling, or Trail surface damage caused by the exercise of the Grantee's rights within a two-year period from the date of installation or of any maintenance is the sole responsibility of the Grantee and must be restored or repaired to pre-construction or better conditions using the same type and quality materials as approved by the Grantor's Trail Manager. If Grantee fails to perform needed repairs or restoration within 20 days of notification by the Grantor's Trail Manager that such repairs are necessary, the work may be contracted by the Grantor's Trail Manager and the Grantee shall be liable for all costs associated with such repairs and restoration.
- j. Grantee shall not park or store any vehicles or equipment on the Trail at any time unless authorized in writing by Grantor or Grantor's Trail Manager.

13. **AREMA Compliance.** The Premises may be encumbered by federal or state railroad interest and subject to future restoration and reconstruction of the right-of-way for rail purposes consistent with Section 208 of the National Trails System Act Amendment of 1983, Publ. L. No. 98-11 (16 U.S.C. 1247(d)) or Wis. Stat. s. 85.09, including possible termination of this Easement, and subject to reservations, exceptions and leases, agreements and permits authorized by the former railroad company or the Grantor prior to the execution of this Easement. Grantor shall provide written notice of the necessity for the reestablishment of railroad, which may result in the termination of this Easement upon the discretion of the railroad. Grantee shall: (1) not materially change the grade or topography of the Trail or the Easement Area; (2) not construct and install or remove any permanent improvement which violates American Railway Engineering and Maintenance-of-Way Association ("AREMA"), or its successors' published practices and procedures or would make such reestablishment of railroad impracticable; and (3) not allow the installation of any facility, above or below grade that does not conform to AREMA's standards or clearances for railroad.

13. **Non-Disturbance.** Grantee shall not disturb wetlands or waterways unless it first obtains all necessary permits. No work may be done that alters drainage or allows water to drain onto adjoining land.

14. **Restoration.** The Grantee shall restore the Easement Area in a timely workmanlike manner consistent with the original condition of the Easement Area prior to such entry by the Grantee or its employees or agents. This restoration, however, does not apply to the initial installation of said facilities or to any trees, bushes, branches or roots which may interfere with Grantee's use of the Easement Area.

15. **Violation.** If Grantor identifies a violation of this Easement by Grantee that does not constitute an emergency, the Grantor will notify Grantee of the violation(s) in writing, and the Grantee will have 30 days to provide Grantor with a plan and a schedule for correcting the violation(s). If Grantee's plan is not approved by the Grantor, Grantor will provide Grantee with a list of acceptable modifications to the plan and allow Grantee an additional 30 days to revise its plan to meet Grantor's requirements. If Grantee refuses Grantor's modifications, Grantor may declare this Easement null and void, and it may take full control of the Easement Area without hindrance or delay, and it may use its legal remedies to recover from the Grantee any damages sustained by acts of the Grantee. Grantor's approval of the plan for correcting the violation(s) shall not be unreasonably withheld, delayed, or denied. Any violations that constitute a health or safety emergency shall be immediately rectified by the Grantee in accordance with paragraph 6.

15. **Termination.** The Easement shall automatically terminate, without right of reentry, upon:
a. Grantee's acknowledgement that it is abandoning the Easement Area; or

- b. An implied abandonment as evidenced by Grantee's non-use of the Easement Area for a period of two consecutive years. If the Easement Area is abandoned, Grantee shall remove or abandon the sanitary sewer line following the same permissions and protocols that applied to its installation.
16. **Indemnification.** Except for the willful misconduct or negligence by the Grantor, its agents, officers, and employees, Grantee assumes and agrees to protect, indemnify and save harmless the Grantor, and its agents, officers and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly from:
 - a. The construction, installation, operation, maintenance, existence, use, repair, removal, replacement and/or abandonment of the sanitary sewer line;
 - b. Any defect in the underground sanitary sewer line or failure thereof;
 - c. Any act or omission of the Grantee, its agents or employees while on or about the Easement Area or any of Grantor's adjoining land;
 - d. Grantee's exercise of any and all rights, duties and responsibilities granted by this Easement; and/or
 - e. Any defect or insufficiency of title or authority of the Grantor to convey this Easement.
17. **Insurance.** At all times the Grantee shall be required to provide the Grantor adequate evidence of financial responsibility to meet the liabilities, losses, demands and actions from which the Grantee is required to meet. Evidence of adequate financial responsibility shall be either appropriate evidence that the Grantee is self-insured and has sufficient resources to provide coverage equivalent to an insurance policy having combined single limits of not less than \$500,000.00 or, alternatively, evidence of an appropriate insurance policy having combined single limits of not less than \$500,000.00. Upon request, the Grantee shall furnish the Grantor the requisite certificate, or other proof of insurance showing that the Grantor and its officers, employees and agents, are named as additional insureds under the insurance policy. The Grantor may require greater evidence of resources or higher limits of insurance coverage if it determines that greater coverage is reasonably required to cover the risks presented by the storm water line. The Grantee shall furnish the Grantor evidence of adequate financial responsibility on or before the effective date of the Easement. If at any time the Grantor determines that the Grantee has not provided adequate evidence of financial responsibility, the Grantee shall immediately suspend any construction, installation, operation, maintenance, repair, removal or replacement activities on the Easement Area until adequate evidence of financial responsibility is again provided to the Grantor.
18. **Notices.** With the exception of emergency notice provided to the Grantor's Trail Manager, all notices or other writings this Easement requires to be given, or which may be given, to either party by the other shall be deemed to have been fully given when made in writing and either by certified mail, return receipt requested or through regular commercially available overnight delivery service with proof of delivery as follows:
 - a. To the Grantor: Wisconsin Department of Natural Resources Bureau of Facilities and Lands, 101 S. Webster St., Madison, WI 53703.
 - b. To the Trail Manager: Brown County Parks Department, PO Box 23600, Green Bay, WI 54305 Phone Number: 920-448-4464.
 - c. To the Grantee: City of De Pere Parks, Recreation, and Forestry Department, 925 S. Sixth Street, De Pere, WI. Phone number: (920) 339-4060.
 - d. The address to which any notice, demand, or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.Grantor's Trail Manager shall be notified of emergencies via telephone at (920) 448-4464 or the DNR Call Center at 1-888-936-7463.
19. **NR 45 Enforcement.** The Grantor retains management, supervision and control over the Premises for the purpose of enforcing pertinent state laws needed to protect the Premises, its natural resources or the general

public, including Chapter NR 45, Wis. Admin. Code, which governs the conduct of visitors to state lands.

20. **Non-Warrantable Title.** The Grantor does not warrant that title to the Easement Area is free and clear of all encumbrances or that it will defend the Grantee in its peaceful use and occupancy of the Easement Area.
21. **Relocation Costs.** If Grantor requests that Grantee's facilities that serve Grantor be relocated, Grantor will be responsible for the costs associated with that relocation and shall grant easement rights covering the new location. If Grantee's facilities that do not serve Grantor need to be relocated at the request of Grantor, Grantee will be responsible for all costs associated with the same.
22. **Headings.** The headings of clauses contained in this Easement are used for convenience and ease of reference only and do not limit the scope or intent of the clause.
23. **Governing Law.** This Easement shall be construed and enforced in accordance with the internal law of the State of Wisconsin.
24. **Acknowledgement.** This Easement sets forth the entire understanding of the Grantor and the Grantee and may not be changed except by a written document executed and acknowledged by the Grantor and the Grantee.
25. **Invalidity.** If any term or condition of this Easement shall be deemed invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
26. **Enforcement.** Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to restrain or prevent the violation or to obtain any other relief.
27. **Additional Conditions.** Additional conditions that apply to this Easement are enumerated below:
 - a. A review of the Department's Natural Heritage Inventory (NHI) database, a comprehensive online database that provides information on state and federally listed species, special concern species, natural communities, and natural features for Wisconsin, identified rare species in close proximity to the Easement Area:
 - i. During trenching, installation, and construction, Grantee shall follow the required actions listed in the Endangered Resources Review, ERR Log #24-980 and may elect to implement the recommended actions; and
 - ii. Grantee shall comply with all endangered species laws, including any future Endangered Species Reviews.
 - b. Grantee may only install the sanitary sewer line by open trench before the completion of the Trail Manager's repaving project on the Premises. If installation and construction will occur after the repaving project is completed, the Grantor may not trench or cut the Trail and shall only occur by means of directional or auger boring methods on the Premises.
 - c. **Construction Restoration.** After installation of the sanitary sewer line, any unpaved area of disturbance within the area will have 6-inches of topsoil placed on top and the entire disturbed area will be mulched and seeded using a seed mix approved by the Grantor's Trail Manager. Trail surface shall be restored matching current width with a minimum of 12-inch base of ¾-inch aggregate dense (WI Department of Transportation Spec.), sufficiently compacted, and repaved with 3-inch hot mix asphalt and shoulder topped with 3/8-inch limestone screenings, 3 to 4-inches in depth and sufficiently compacted. All paving shall be completed within 5 days of after

- installation of the sanitary sewer line. Any curbing to be replaced in kind per city standards.
- d. The Grantee's disturbance of the Premises shall be no more than 6-months in duration. After construction is complete, Grantee share revegetate and return the Premises to its original condition, unless otherwise authorized by the Grantee's Trail Manager.

END OF TERMS AND CONDITIONS

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf this _____ day of _____, 20__.

State of Wisconsin
Department of Natural Resources
For the Secretary

By _____ (SEAL)
Terry H. Bay
Bureau Director Facilities and Lands

State of Wisconsin)
) ss.
County of Dane)

Personally came before me this _____ day of _____, 20__, the above named Terry H. Bay, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

Lorie Stasik
Notary Public, State of Wisconsin
My Commission (expires)(is) 12/19/2028

IN WITNESS WHEREOF, the Grantee has agreed to and caused this easement to be executed on its behalf this _____ day _____, 20__.

City of De Pere

By _____ (SEAL)

James Boyd
Mayor

State of Wisconsin)
) ss.
County of Brown)

Personally came before me this ____ day of _____, 20__, the above named Jame Boyd, to me known to be the person who executed the foregoing instrument and acknowledged that the same in the capacity therein stated and for the purpose therein contained

*

Notary Public, State of Wisconsin

My Commission (expires)(is) _____.

*Please print name

This instrument drafted by:
State of Wisconsin
Department of Natural Resources

CONSENT TO EASEMENT

IN WITNESS WHEREOF, Brown County, being the holder of an Easement for the Fox River State Trail by virtue of said Easement, between the State of Wisconsin Department of Natural Resources and Brown County as recorded on August 28, 2000 as Document No. 1769733, also as amended and recorded on December 21, 2001 as Document No. 1863067, and also as amended and recorded on March 4, 2004 as Document No. 2100224 all in Brown County Records against said Premises, does hereby acknowledge, join in and consent to this Sanitary Sewer Line Easement, subject to the same terms and conditions as set forth herein on this _____ day of _____, 20__.

Brown County

By: _____ (SEAL)
Troy Streckenbach
Brown County Executive

State of Wisconsin)
) ss.
County of Brown)

Personally appeared before me this _____ day of _____ 20__, the above-named Troy Streckenbach, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

*
Notary Public, State of Wisconsin
My commission (expires) (is) _____

*Please print name

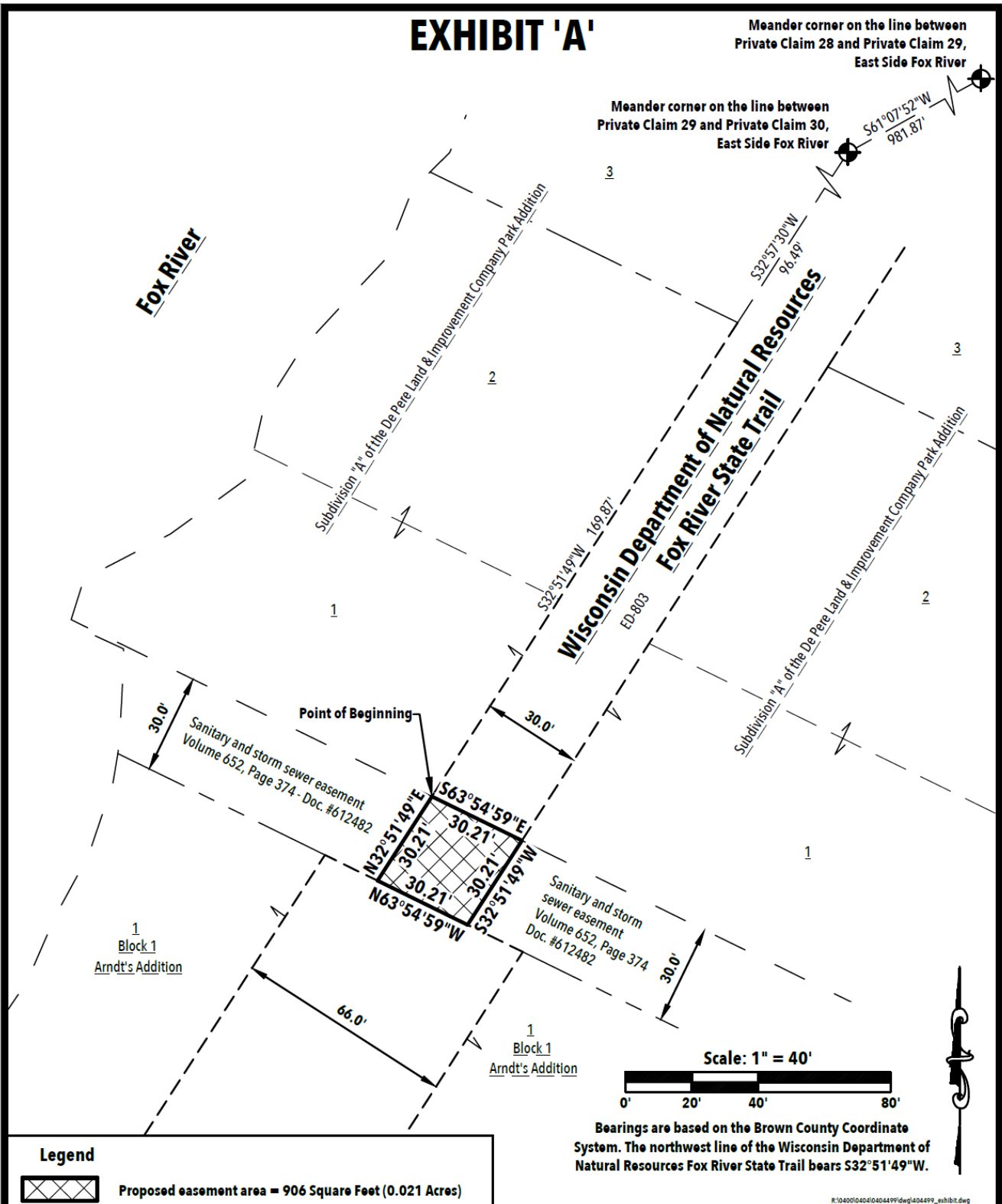
This instrument drafted by:
State of Wisconsin
Department of Natural Resources

EXHIBIT "A"

EXHIBIT 'A'

Meander corner on the line between
Private Claim 28 and Private Claim 29,
East Side Fox River

Meander corner on the line between
Private Claim 29 and Private Claim 30,
East Side Fox River



State of Wisconsin
Department of Natural Resources
Box 7921
Madison, WI 53707

**STORM WATER LINE
EASEMENT (Cooperative Trail)**

Section 23.09(10), Wis. Stats.
Form 2200-015t
Rev. 08/2024

THIS STORM WATER LINE EASEMENT (“Easement”) is made by and between the State of Wisconsin Department of Natural Resources (“Grantor” or “Department”) and the City of De Pere (“Grantee”).

RECITALS

WHEREAS, Grantor is the owner of the former Wisconsin Central Ltd., railroad corridor known as the “Fox River State Trail” (“Trail” or “Premises”);

WHEREAS, the Grantor has entered into an agreement conveying trail management and operations responsibilities regarding the Trail to the Brown County Parks Department (“Trail Manager”);

WHEREAS, the Grantee is in the process of replacing an existing storm water line, which was placed when the former railroad corridor was in active service, for the benefit of the City of De Pere and impacted landowners;

WHEREAS, the Grantee conducted a comprehensive analysis and determined that this replacement was the preferred alternative for its storm water management;

WHEREAS, the Grantee intends to install a 43-inch by 68-inch elliptical Class IV reinforced concrete pipe storm water pipe with joint ties, capable to withstand railway loading and E80 load requirements according to AREMA standards, by open trench at least 4.87 feet below the top-grade of the ground surface and rip rap at the outfall;

WHEREAS, Grantee desires this Easement for its storm water line, under and through the following-described portion of the Premises (“Easement Area”):

Part of Private Claim 30, East Side of Fox River, City of De Pere, Brown County, Wisconsin, that is further described below:

Commencing at the meander corner on the line between Private Claims 28 and 29, East Side of Fox River; thence S61°07'52"W, 981.87 feet on a line connecting said meander corner and the meander corner on the line between Private Claims 29 and 30, East Side of Fox River; thence S32°57'30"W, 96.49 feet to the intersection of the northwest line of the Wisconsin Department of Natural Resources Fox River State Trail and the northeast line of Lot 2, Subdivision "A" of the De Pere Land & Improvement Company's Park Addition, Volume 1, Plats, Page 28, Document Number 219125; thence S32°51'49"W, 169.87 feet on said northwest line to the POINT OF BEGINNING; thence S63°54'59"E, 30.21 feet to the southeast line of the Wisconsin Department of Natural Resources Fox River State Trail; thence S32°51'49"W, 30.21 feet on said southeast line to the southwest line of Lot 1, Subdivision "A" of the De Pere Land & Improvement Company's Park Addition; thence N63°54'59"W, 30.21 feet on a northwesterly extension of said southwest line to said northwest line; thence N32°51'49"E, 30.21 feet on said northwest line to the Point of

Recording Area

Return: Department of Natural Resources
Bureau of Facilities & Land – LF/6
P.O. Box 7921
Madison, WI 53707-7921
Attn: Lorie Stasik (CE-10343)

Parcel Identification Number (PIN):

ED-80-3

Beginning.

See the **attached Exhibit “A”**.

and **WHEREAS**, Grantor agrees to grant this Easement as requested by Grantee.

NOW, THEREFORE, the Grantor hereby grants to the Grantee, for and in consideration of mutual benefits and the promises contained herein, receipt of which is hereby acknowledged by the Grantor, this non-exclusive Easement allowing for the installation, maintenance, inspection, operation, repair, removal and replacement of the storm water line as described, under the Premises.

It is understood by the Grantor and the Grantee that this non-exclusive Easement is subject to the following conditions:

1. **Recitals.** The Grantor and Grantee confirm and agree that the recitals set forth above are true and correct and incorporate the same herein for all purposes.
2. **Purpose.** The Grantor grants and coveys to Grantee this non-exclusive Easement for the installation of a storm water line, which will be located at least 4.87-feet below the top of the ground surface.
3. **Parties.** This Easement is limited to the Grantee and is not transferable to a non-affiliated third party. The Grantee may assign this Easement to its affiliate with notice to Grantor. Grantor shall require a new and separate easement if Grantee desires to locate additional facilities in the Easement Area.
4. **Non-Exclusive Use.** The Easement shall be non-exclusive, and the Grantor may use the Easement Area and may lease or convey other easements to one or more other person(s), company(ies) or other entity(ies), provided that any such subsequent use, lease or conveyance shall not interfere with the Grantee’s rights.
5. **Construction.** Grantee shall submit a written notification of project commencement to the Trail Manager at least five business days prior to initiation of any installation, construction, maintenance, repair, removal or replacement work on or within the Easement Area. In the event that Grantee’s planned commencement of project activities conflicts with Grantor or Trail Manager’s use of the Easement Area, Grantor shall notify Grantee of the conflict and Grantor and Grantee shall agree on an alternative date to begin the project. If an emergency situation occurs related to the storm water line that requires immediate action by the Grantee, the Grantee shall take immediate action. Grantee shall promptly notify the Grantor’s Trail Manager that an emergency exists and that the Grantee is proceeding to correct the emergency situation. The Grantor’s Trail Manager for the Premises can be reached at (920) 448-4464.
6. **Construction Restoration.** After installation of the storm water line, any unpaved area of disturbance within the area will have six inches of topsoil placed on top and the entire disturbed area will be mulched and seeded using a seed mix approved by the Grantor’s Trail Manager. Trail surface shall be restored matching current width with a minimum of 12-inch base of ¾-inch aggregate dense (WI Department of Transportation Spec.), sufficiently compacted, and repaved with 3-inch hot mix asphalt and shoulder topped with 3/8-inch limestone screenings, 3 to 4-inches in depth and sufficiently compacted. All paving shall be completed within 4-days of after installation of the storm water line. Any curbing to be replaced in kind per city standards. Rip rap will be placed at the outlet.
7. **Access.** If permission is provided by Grantor’s Trail Manager, Grantee may enter upon the Premises at locations outside of the Easement Area using Grantor’s existing roads if such entrance is necessary to gain access to the Easement Area in order to construct, install, operate, maintain, repair, remove or replace the storm water line and to do any and all other such work as is reasonably necessary in accordance with the

rights granted under this Easement. Any work completed will comply with the terms of this easement, specifically 5 and 6.

8. **Vegetative Management.** Grantee may cut, trim and remove any brush, trees, logs, stumps or branches, which by reason of their proximity may endanger or interfere with the storm water line, or the installation, construction, maintenance, repair, operation, removal or replacement thereof. Any such undertakings shall be done with the prior notification of Grantor by Grantee and under the supervision of the Grantor. Accepted arborist pruning/removal and equipment practices must be adhered to and all waste debris, stumps and slash must be removed and disposed of by the Grantee in a manner acceptable to the Grantor off site before project completion. When the removal of a tree is permitted the stump shall be cut flush with the ground or be removed. All trees having a commercial value, including firewood, shall be cut in standard lengths and piled conveniently by the Grantee, for disposal, by sale or otherwise, by the Grantor.
9. **Signage.** Any signs, postings and other markers desired to be located on the Easement Area by the Grantee shall be approved by the Grantor prior to placement.
10. **Maintenance.** The Grantee shall maintain the Easement Area in a decent, sanitary, and safe condition and at no time shall the Grantee allow its work to cause a hazard or unsafe conditions on the Trail or the Easement Area.
11. **Existing Utilities.** The Grantee is responsible for determining the location of any existing utilities within the Easement Area. Grantee is responsible for any and all damages, costs or liabilities that result from damages caused by the Grantee to existing utilities within the Easement Area.
12. **Compliance with Other Laws.** This Easement does not relieve Grantee from the responsibility to comply with all applicable federal and state laws and local ordinances and does not supersede any other governmental requirements for plan approval or for authority to exercise any other rights granted herein.
13. **Conditions of Construction and Maintenance.** Relating to installation, construction, operation, repair maintenance, removal and replacement work within the Easement Area, work shall be completed as follows:
 - a. Other than as otherwise permitted herein, the Trail should remain open for public use at all times. Trail closures will not be allowed during snowmobile season and may not be allowed at certain times during bicycling season depending on planned events, activities, or volume of use. All closures must be coordinated with the Grantor's Trail Manager. Any Trail closure of more than 1 day may be done only with prior written permission of the Grantor's Trail Manager.
 - b. If the Trail must be blocked at any time due to safety, a flag person must be present or appropriate signage must be installed such that Trail users are informed of the blockage and an acceptable detour (if needed) must be provided by the Grantee so users can pass through safely. Grantee shall not use the Trail for backing of any equipment unless a flag person is present and directing Trail traffic.
 - c. Warning signs, lights, or such other safety markers as necessary shall be placed informing Trail users of any construction work or as otherwise directed by the Grantor's Trail Manager.
 - d. If needed, as determined by the Grantor's Trail Manager, Grantee shall place passable barricades at entry points for trail users that require trail users to substantially reduce their speed and proceed single file. Barricade points must include signs stating that construction activities are taking place along the Trail, listing a reduced speed limit, and indicating two-way, single-file traffic.
 - e. All excavated open holes must be adequately marked at all times by the Grantee and warning signs must be placed and maintained by Grantee a safe distance ahead in both directions.
 - f. All excavated holes shall be filled in and made level with the original grade by the Grantee prior to

project activity completion.

- g. Insofar as is practicable and when the Grantor requests other than during the initial construction or due to an emergency situation, the Grantee shall schedule any construction work in an area used for recreational purposes at times when the ground is frozen in order to prevent or reduce soil compaction. All work will be conducted to minimize soil disturbance. All rutting will be repaired, and the Premises restored as promptly as possible by Grantee following its work. If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent must be utilized to access installation, construction, maintenance, repair, removal or replacement locations.
 - h. Any and all ground settling, or Trail surface damage caused by the exercise of the Grantee's rights within a two-year period from the date of installation or of any maintenance is the sole responsibility of the Grantee and must be restored or repaired to pre-construction or better conditions using the same type and quality materials as approved by the Grantor's Trail Manager. If Grantee fails to perform needed repairs or restoration within 20 days of notification by the Grantor's Trail Manager that such repairs are necessary, the work may be contracted by the Grantor's Trail Manager and the Grantee shall be liable for all costs associated with such repairs and restoration.
 - i. Grantee shall not park or store any vehicles or equipment on the Trail at any time unless authorized in writing by Grantor or Grantor's Trail Manager.
14. **AREMA Compliance.** The Premises may be encumbered by federal or state railroad interest and subject to future restoration and reconstruction of the right-of-way for rail purposes consistent with Section 208 of the National Trails System Act Amendment of 1983, Publ. L. No. 98-11 (16 U.S.C. 1247(d)) or Wis. Stat. s. 85.09, including possible termination of this Easement, and subject to reservations, exceptions and leases, agreements and permits authorized by the former railroad company or the Grantor prior to the execution of this Easement. Grantor shall provide written notice of the necessity for the reestablishment of railroad, which may result in the termination of this Easement upon the discretion of the railroad. Grantee shall: (1) not materially change the grade or topography of the Trail or the Easement Area; (2) not construct and install or remove any permanent improvement which violates American Railway Engineering and Maintenance-of-Way Association ("AREMA"), or its successors' published practices and procedures or would make such reestablishment of railroad impracticable; and (3) not allow the installation of any facility, above or below grade that does not conform to AREMA's standards or clearances for railroad.
15. **Non-Disturbance.** Grantee shall not disturb wetlands or waterways unless it first obtains all necessary permits. No work may be done that alters drainage or allows water to drain onto adjoining land.
16. **Restoration.** The Grantee shall restore the Easement Area in a timely workmanlike manner consistent with the original condition of the Easement Area prior to such entry by the Grantee or its employees or agents. This restoration, however, does not apply to the initial installation of said facilities or to any trees, bushes, branches or roots which may interfere with Grantee's use of the Easement Area.
17. **Violation.** If Grantor identifies a violation of this Easement by Grantee that does not constitute an emergency, the Grantor will notify Grantee of the violation(s) in writing, and the Grantee will have 30 days to provide Grantor with a plan and a schedule for correcting the violation(s). If Grantee's plan is not approved by the Grantor, Grantor will provide Grantee with a list of acceptable modifications to the plan and allow Grantee an additional 30 days to revise its plan to meet Grantor's requirements. If Grantee refuses Grantor's modifications, Grantor may declare this Easement null and void, and it may take full control of the Easement Area without hindrance or delay, and it may use its legal remedies to recover from the Grantee any damages sustained by acts of the Grantee. Grantor's approval of the plan for correcting the violation(s)

shall not be unreasonably withheld, delayed, or denied. Any violations that constitute a health or safety emergency shall be immediately rectified by the Grantee in accordance with paragraph 6.

18. **Termination.** The Easement shall automatically terminate, without right of reentry, upon:
 - a. Grantee's acknowledgement that it is abandoning the Easement Area; or
 - b. An implied abandonment as evidenced by Grantee's non-use of the Easement Area for a period of two consecutive years. If the Easement Area is abandoned, Grantee shall remove or abandon the storm water line following the same permissions and protocols that applied to its installation.
19. **Indemnification.** Except for the willful misconduct or negligence by the Grantor, its agents, officers, and employees, Grantee assumes and agrees to protect, indemnify and save harmless the Grantor, and its agents, officers and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly from:
 - a. The construction, installation, operation, maintenance, existence, use, repair, removal, replacement and/or abandonment in place of the storm water line;
 - b. Any defect in the storm water line or failure thereof;
 - c. Any act or omission of the Grantee, its agents or employees while on or about the Easement Area or any of Grantor's adjoining land;
 - d. Grantee's exercise of any and all rights, duties and responsibilities granted by this Easement; and/or
 - e. Any defect or insufficiency of title or authority of the Grantor to convey this Easement.
20. **Insurance.** At all times the Grantee shall be required to provide the Grantor adequate evidence of financial responsibility to meet the liabilities, losses, demands and actions from which the Grantee is required to meet. Evidence of adequate financial responsibility shall be either appropriate evidence that the Grantee is self-insured and has sufficient resources to provide coverage equivalent to an insurance policy having combined single limits of not less than \$500,000.00 or, alternatively, evidence of an appropriate insurance policy having combined single limits of not less than \$500,000.00. Upon request, the Grantee shall furnish the Grantor the requisite certificate, or other proof of insurance showing that the Grantor and its officers, employees and agents, are named as additional insureds under the insurance policy. The Grantor may require greater evidence of resources or higher limits of insurance coverage if it determines that greater coverage is reasonably required to cover the risks presented by the storm water line. The Grantee shall furnish the Grantor evidence of adequate financial responsibility on or before the effective date of the Easement. If at any time the Grantor determines that the Grantee has not provided adequate evidence of financial responsibility, the Grantee shall immediately suspend any construction, installation, operation, maintenance, repair, removal or replacement activities on the Easement Area until adequate evidence of financial responsibility is again provided to the Grantor.
21. **Notices.** With the exception of emergency notice provided to the Grantor's Trail Manager, all notices or other writings this Easement requires to be given, or which may be given, to either party by the other shall be deemed to have been fully given when made in writing and either by certified mail, return receipt requested or through regular commercially available overnight delivery service with proof of delivery as follows:
 - a. To the Grantor: Wisconsin Department of Natural Resources Bureau of Facilities and Lands, 101 S. Webster St., Madison, WI 53703.
 - b. To the Trail Manager: Brown County Parks Department, PO Box 23600, Green Bay, WI 54305; The Trail Manager shall be notified of emergencies via telephone at (920) 448-4464.
 - c. To the Grantee: City of De Pere Parks, Recreation, and Forestry Department, 925 S. Sixth Street, De Pere, WI. Phone number: (920) 339-4060.
 - d. The address to which any notice, demand, or other writing may be given, made or sent to any party

as above provided may be changed by written notice given by such par-ty as above provided.
Grantor's Trail Manager shall be notified of emergencies via telephone at (920) 448-4464 or the DNR Call Center at 1-888-936-7463.

22. **NR 45 Enforcement.** The Grantor retains management, supervision and control over the Premises for the purpose of enforcing pertinent state laws needed to protect the Premises, its natural resources or the general public, including Chapter NR 45, Wis. Admin. Code, which governs the conduct of visitors to state lands.
23. **Non-Warrantable Title.** The Grantor does not warrant that title to the Easement Area is free and clear of all encumbrances or that it will defend the Grantee in its peaceful use and occupancy of the Easement Area.
24. **Relocation Costs.** If Grantor requests that Grantee's facilities that serve Grantor be relocated, Grantor will be responsible for the costs associated with that relocation and shall grant easement rights covering the new location. If Grantee's facilities that do not serve Grantor need to be relocated at the request of Grantor, Grantee will be responsible for all costs associated with the same.
25. **Headings.** The headings of clauses contained in this Easement are used for convenience and ease of reference only and do not limit the scope or intent of the clause.
26. **Governing Law.** This Easement shall be construed and enforced in accordance with the internal law of the State of Wisconsin.
27. **Acknowledgement.** This Easement sets forth the entire understanding of the Grantor and the Grantee and may not be changed except by a written document executed and acknowledged by the Grantor and the Grantee.
28. **Invalidity.** If any term or condition of this Easement shall be deemed invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
29. **Enforcement.** Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to restrain or prevent the violation or to obtain any other relief.
30. **Additional Conditions.** Additional conditions that apply to this Easement are enumerated below:
 - a. A review of the Department's Natural Heritage Inventory (NHI) database, a comprehensive online database that provides information on state and federally listed species, special concern species, natural communities, and natural features for Wisconsin, identified rare species in close proximity to the Easement Area:
 - i. During trenching, installation, and construction, Grantee shall follow the required actions listed in the Endangered Resources Review, ERR Log #24-980 and may elect to implement the recommended actions; and
 - ii. Grantee shall comply with all endangered species laws, including any future Endangered Species Reviews.
 - b. In accordance with Sections 30.12 and 30.208, Wis. Stats., the Grantee shall comply with all terms and conditions of the Department of Natural Resources Wisconsin Miscellaneous Structure Permit No. IP-NE-2024-5-03832 to construct an elliptical outfall structure for a storm water pipe into the Fox River and/or other permits. The Permittee shall comply with all permit conditions contained in these authorizations. Any proposed project changes must be reviewed and approved prior to any

- work.
- c. Grantee may only install the storm water by open trench before the completion of the Trail Manager's repaving project on the Premises. If installation and construction will occur after the repaving project is completed, the Grantee may not trench or cut the Trail and its storm water line installation shall only occur by means of directional or auger boring methods on the Premises.
 - d. The Grantee's disturbance of the Premises shall be no more than 6-months in duration. After construction is complete, Grantee shall revegetate and return the Premises to its original condition, unless otherwise authorized by the Grantor's Trail Manager.

END OF TERMS AND CONDITIONS

IN WITNESS WHEREOF, the Grantor has caused this Easement to be executed on its behalf this ____ day _____, 20__.

State of Wisconsin
Department of Natural Resources
For the Secretary

By _____ (SEAL)
Terry H. Bay
Facilities and Lands Bureau Director

State of Wisconsin)
) ss.
County of Dane)

Personally came before me this _____ day of _____, 20__, the above named Terry H. Bay, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

Lorie Stasik
Notary Public, State of Wisconsin
My Commission (expires)(is): 12/19/2028

IN WITNESS WHEREOF, the Grantee has accepted the terms and conditions of this Easement on its behalf this _____ day _____, 20__.

City of De Pere

By _____ (SEAL)

James Boyd
Mayor

State of Wisconsin)
) ss.
County of Brown)

Personally came before me this _____ day of _____, 20__, the above named James Boyd, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

*

Notary Public, State of Wisconsin

My Commission (expires)(is) _____.

*Please print name

This instrument drafted by:
State of Wisconsin
Department of Natural Resources

CONSENT TO EASEMENT

IN WITNESS WHEREOF, Brown County, being the holder of an Easement for the Fox River State Trail by virtue of said Easement, between the State of Wisconsin Department of Natural Resources and Brown County as recorded on August 28, 2000 as Document No. 1769733, also as amended and recorded on December 21, 2001 as Document No. 1863067, and also as amended and recorded on March 4, 2004 as Document No. 2100224 all in Brown County Records against said Premises, does hereby acknowledge, join in and consent to this Storm Water Line Easement, subject to the same terms and conditions as set forth herein on this _____ day of _____, 20__.

Brown County

By: _____ (SEAL)
Troy Streckenbach
Brown County Executive

State of Wisconsin)
) ss.
County of Brown)

Personally appeared before me this _____ day of _____ 20__, the above-named Troy Streckenbach, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

*
Notary Public, State of Wisconsin
My commission (expires) (is) _____

*Please print name

This instrument drafted by:
State of Wisconsin
Department of Natural Resources

Page 273 of 326

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Common Council
From: Eric Rakers, P.E., City Engineer
Date: March 18, 2025

RE: **Consideration and Approval of Proposed Easements – Projects 25-01 & 25-03***

The purpose for this item is to approve City easements with the Wisconsin Department of Natural Resources (WDNR) for existing sanitary sewer and storm sewer that cross the Fox River Trail. The WDNR has control over the right of way for the Fox River Trail and requires easements for new and existing utilities.

Background

This summer, the Brown County Parks Department plans to resurface the Fox River Trail through the City of De Pere. In coordination with this work, Public Works plans to line a sanitary sewer under Project 25-03 and replace a segment of large diameter storm sewer at 807 N Broadway Street that is corrugated metal under Project 25-01. A photo of the storm sewer's discharge into the Fox River is shown below:



Discussion

To complete this sanitary and storm sewer work, the City of De Pere needs an easement covering each utility from the Wisconsin Department of Natural Resources (WDNR) for the Fox River Trail crossing. Both easements are attached.

Staff has been working with the WDNR and Brown County since last year to obtain the easement and permits. Due to the project being at the Fox River, the permits are very restrictive, with the excavation needing to be completed between May 1st and May 20th.

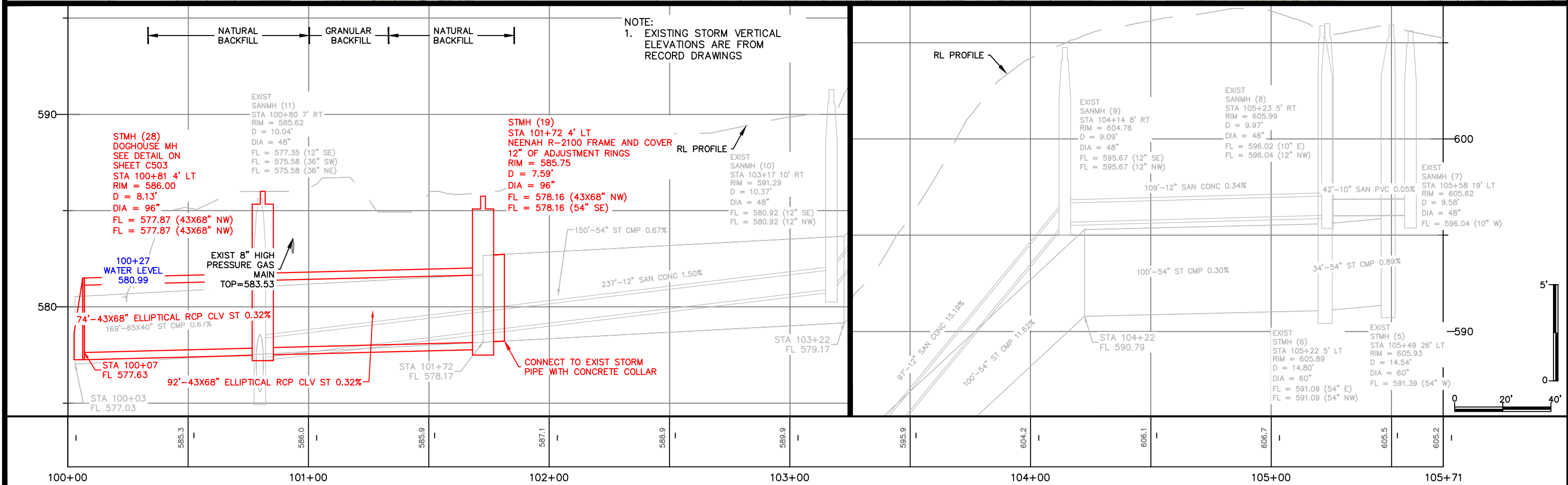
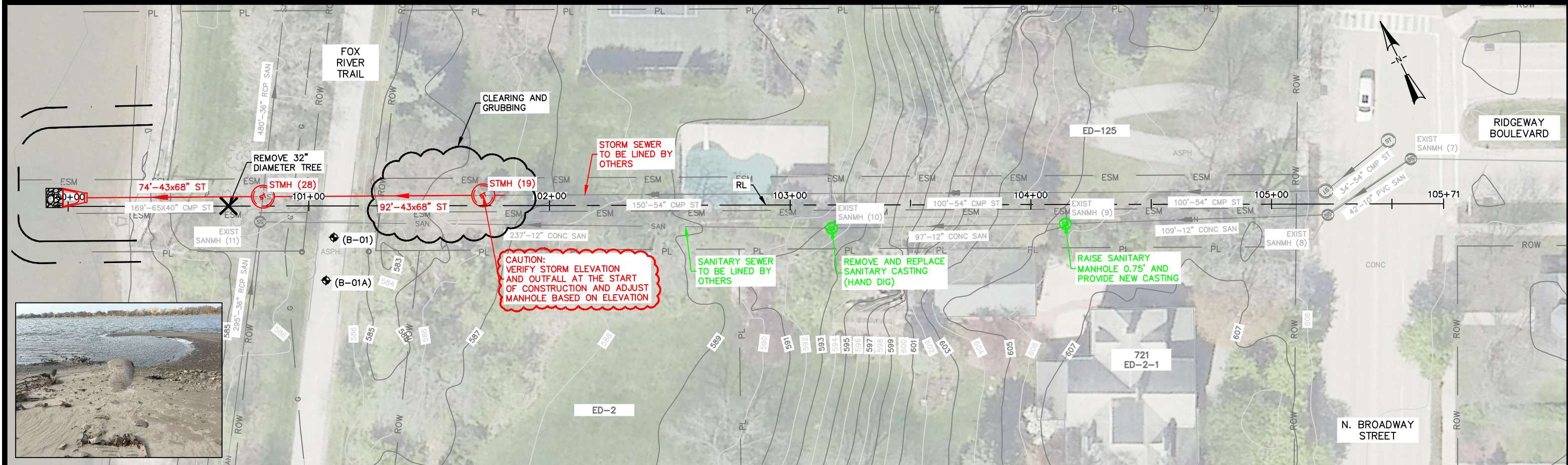
Normally, the requests for easement approval start at the Board of Public Works, however, we received the e-mail with the easement information on Tuesday, March 11th after the Board meeting on March 10th. Due to the need to have all signature on the easement prior to the start of construction, Staff was not comfortable waiting until the April Board meeting.

Recommendation

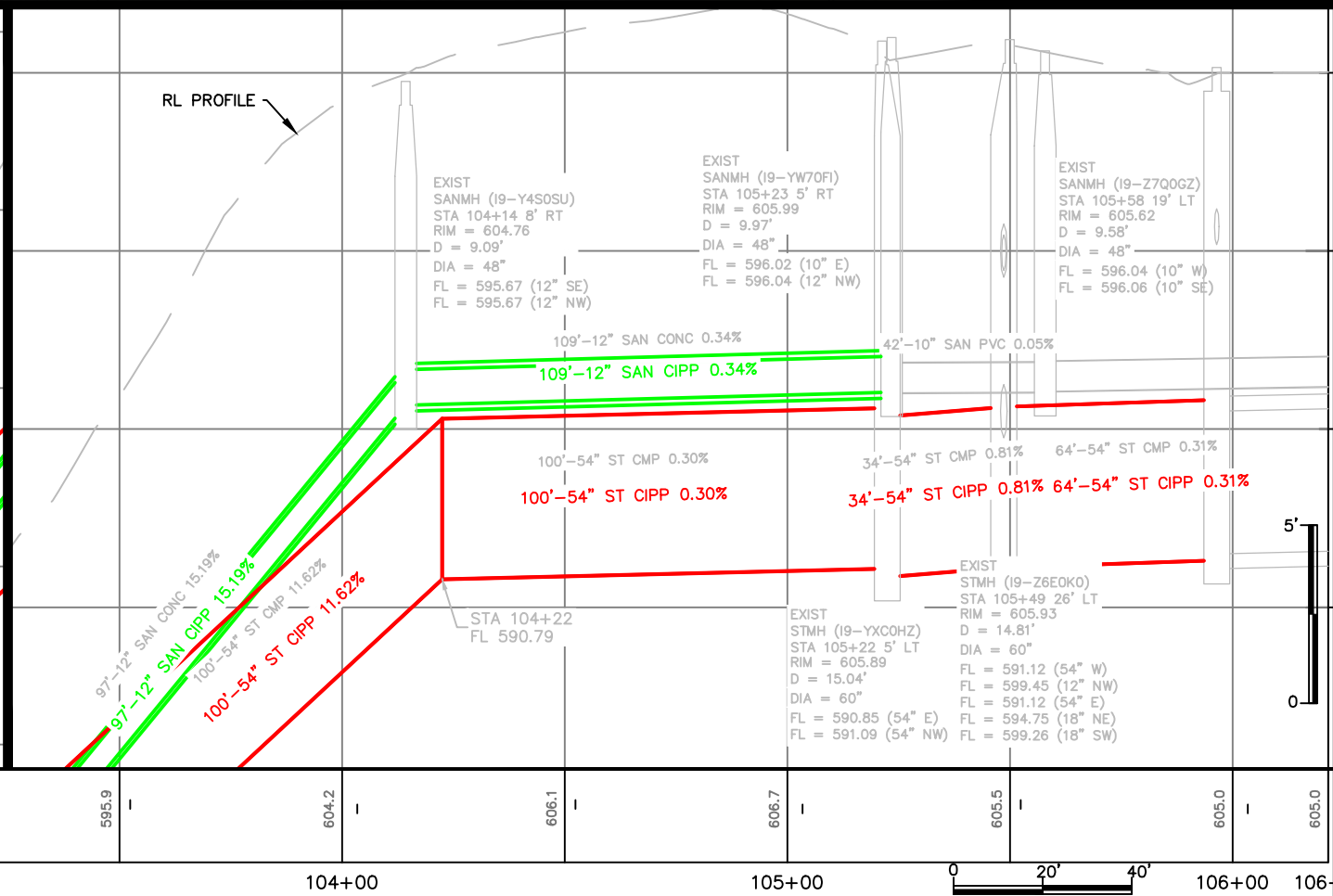
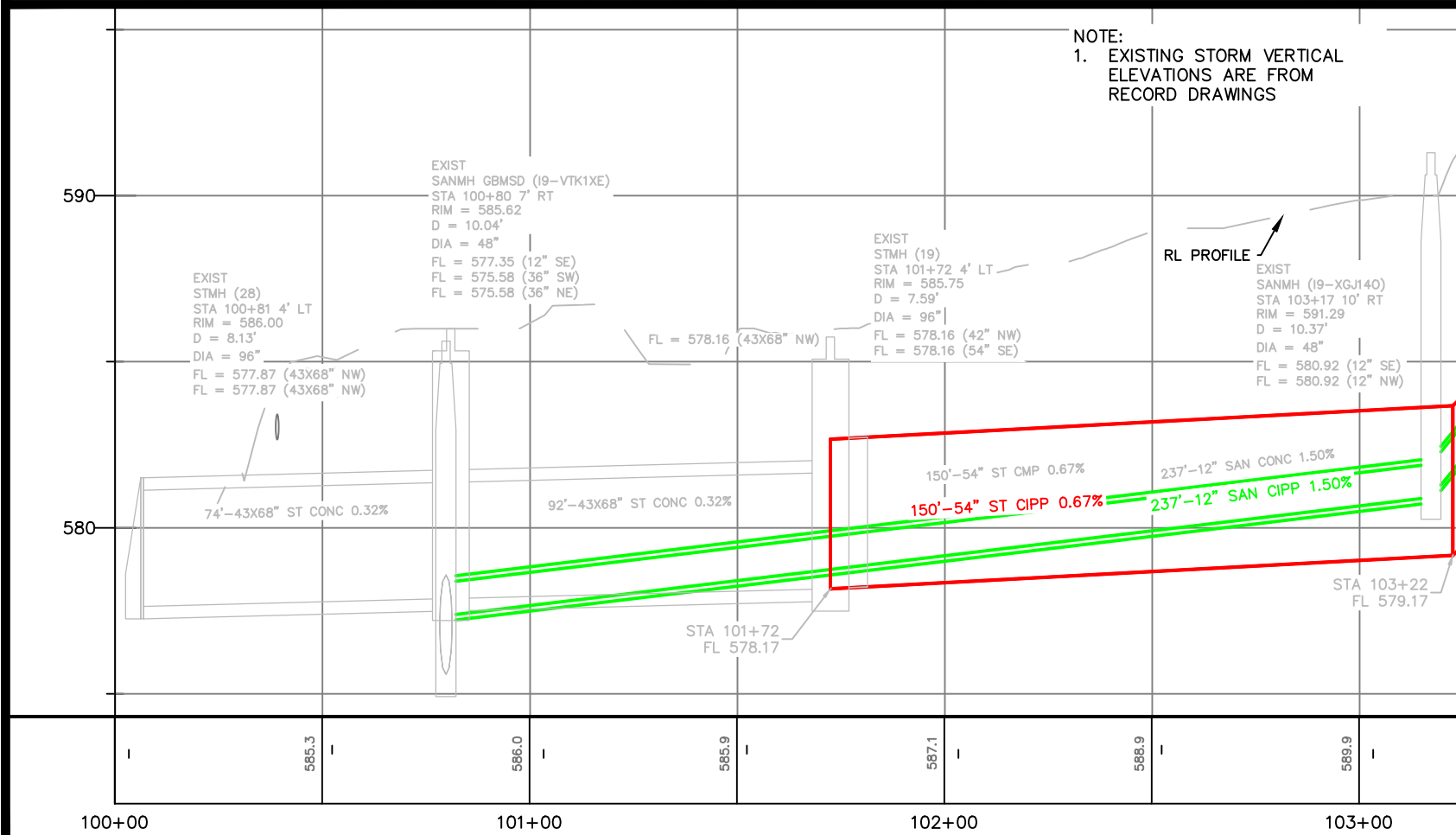
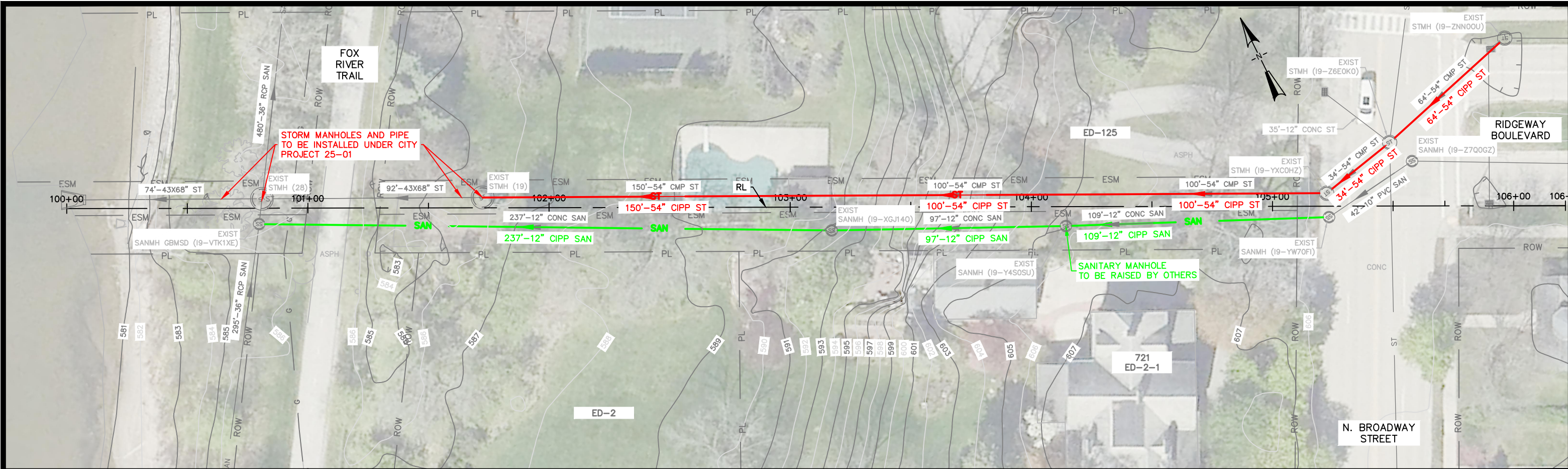
Staff recommends approving these easements.

Attachments:

Project 25-01 Plan Sheet C120
Project 25-03 Plan Sheet C115
Easement Document CE10341
Easement Document CE10343



	CITY OF DE PERE ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115 OFFICE 920-339-4061 FAX 920-339-4071	807 NORTH BROADWAY ST FOX RIVER TO N. BROADWAY ST UTILITY WORK	NAME:		BY	DATE	REVISIONS / ISSUES			PAGE NO. C120	
			SEWER AND WATER RELAY				NO.	DATE	BY		REMARKS
			AND STREET RESURFACING								
			PROJECT								
			25-01								
			SURVEYED	KAD	07-2024						
			DRAWN	KAD	07-2024						
			DESIGNED	KAD	07-2024						
			CHECKED	EPR	07-2024						





CITY OF DE PERE

ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115

OFFICE 920-339-4061 FAX 920-339-4071

807 NORTH BROADWAY ST

FOX RIVER TO N. BROADWAY ST

NAME: SEWER LINING

PROJECT 25-03

NO.	DATE	BY	REVISIONS / ISSUES	
			DATE	REMARKS
SURVEYED	07-2024	KAD		
DRAWN	01-2025	KAD		
DESIGNED	01-2025	KAD		
CHECKED	01-2025	EPR		

PAGE NO.

C115



City of De Pere, Wisconsin

1.26

Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: City Clerk
FROM: Carey Danen, City Clerk
SUBJECT: Resolution #25-33 Rescinding Property Tax (Parcel ED-715-1).
RECOMMENDED ACTION: Motion to approve

ATTACHMENTS:

Reso25-33, Memo to council_US Army Corps of Engineers, 2024 Tax Bill ED-715-1, Email transcript_US Army Corps of Engineers, WI Dept of Administration Deed 2146294, 1872 Deed from Green Bay & Mississippi Canal Company

RESOLUTION #25-33

RESCINDING PROPERTY TAX
(Parcel ED-715-1)

WHEREAS, the Army Corps of Engineers, as the owner of Parcel WD-715-1, qualifies for a property tax exemption as a government entity under Wis. Stats. §70.11(2); and

WHEREAS, an inaccurate listing of ownership in Brown County Property Records has resulted in the property being erroneously taxed for 2024 and that such taxation of the property is exempt by law from taxation, which may constitute palpable error under Wisconsin Statute §74.33(c); and

WHEREAS, the Common Council, acknowledging the palpable error in assessment of property tax, wishes to rescind the 2024 taxes in the amount of \$813.40 plus interest of \$16.27, totaling in the amount of \$829.67.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

1. The Common Council hereby rescinds the 2024 property tax for Parcel WD-715-1 pursuant to Wisconsin Statutes §§ 74.33(c) and 74.41 based upon the property being exempt by law from taxation.
2. The City Clerk is authorized and directed to formally rescind the 2024 property tax for Parcel WD-715-1 pursuant to Wisconsin Statutes §§ 74.33(c) and 74.41 and the preceding Council action to chargeback the other appropriate taxing jurisdictions in Brown County for their portion received.
3. The City of De Pere shall make payment to Brown County for 2024 property taxes for Parcel WD-715-1 in the amount of \$813.40 plus interest of \$16.27, if not waived, based upon the property being exempt by law from taxation and, therefore, palpable error pursuant to Wisconsin Statutes §§ 74.33(c) and 74.41.
4. That all City officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of March,
2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

CITY OF DE PERE MEMO



To: Honorable Mayor James Boyd and members of the Common Council

From: Carey Danen, Clerk

Date: March 18, 2025 (meeting date)

RE: Request to pay tax bill and rescind property taxes for the United States Army Corps of Engineers
Parcel ED-715-1

Under Wisconsin law, certain types of properties are exempt from property tax; this includes parcels owned by government entities. The US Army Corps of Engineers contacted the City's statutory assessor, Accurate Appraisal, in January of this year to notify them that they are the owner of parcel ED-715-1 and as such should be tax exempt. They had received a 2024 tax bill in the amount of \$813.40.

Staff research determined that Brown County Property Records listed the parcel owner as Ahlstrom-Munksjo through 2023. The parcel had always been taxed, and there was no record of a sale. We discovered that the US Army Corps of Engineers had reached out to Brown County last summer and provided them with documentation showing that they were the owners of this parcel, which prompted the County's Property Listing office to change the ownership in their records. Because there was no sale, there was no way for the assessor to know that the parcel should be removed from the tax roll.

The information provided to the county by US Army Corps of Engineers details the ownership history of the parcel. An email transcript and two deed documents are included in the packet for your reference.

I am requesting your approval to pay the tax bill in the amount of \$829.67. This includes an interest charge of \$16.27 on the account; we have sent a request to the Brown County Deputy Treasurer to waive this amount. Because the Deputy Treasurer is out of the office until next week, we have not received a response as of the agenda publication deadline.

The City must formally rescind the property tax amount by resolution, and pay the bill. We can then charge back the other taxing jurisdictions for the portion that they received. There is a delay before this money would be recouped, because the Department of Revenue does not approve chargebacks until after the October 1st submission deadline. The other jurisdictions then have until February 15th of 2026 to reimburse the City.

Thank you for your consideration in this matter. Please contact me in advance of the meeting with any questions.

REAL ESTATE PROPERTY TAX BILL FOR 2024

CITY OF DE PERE

Bill #: 8091944
Parcel #: ED-715-1
Alt. Parcel #:

UNITED STATES OF AMERICA
US ARMY CORPS OF ENGINEERS - 7TH FLOOR REAL EST
477 MICHIGAN AVE
DETROIT MI 48226

Total Due For Full Payment

By January 31, 2025
\$813.40

-- OR --

Pay First Installment

By January 31, 2025
\$406.70

Make Check Payable and Mail to:

CITY OF DE PERE
TAX COLLECTION
335 S BROADWAY
DE PERE WI 54115



Tear off this stub and include with your first or full payment. If receipt is needed, send a self-addressed stamped envelope. If payment is made by check, receipt is not valid until check has cleared all banks.

- MAIL: City of De Pere Tax Collection, 335 S. Broadway, De Pere, WI 54115
- ONLINE: www.browncountywi.gov/propertytax
Use Guest sign-in. Enter Parcel# only. VPS Convenience Fees: E-check \$1.25, Personal Visa Debit Cards \$3.95, and Credit Cards/Other Debit Cards 2.55%
- IN PERSON: City Hall Clerk's Office (Mon-Thurs 7:30AM-5:00PM; Fri 7:30AM-11:30AM, except holidays)
- DROP BOX: Secure, built-in drop box marked by signage on Merrill St side of City Hall
- NOTE: Homeowners check for Lottery Credit deduction on Primary Residence only.
For mailing address changes go to www.browncountywi.gov/addresschange
Receipts are available at www.browncountywi.gov/propertysearch
Postponed 2nd installment payments will be collected by Brown County.



Property Address
STH 32

STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2024
CITY OF DE PERE
BROWN COUNTY

BILL NO. 8091944
Correspondence should refer to parcel number
PARCEL#: ED-715-1

SEQ# 4276

Assessed Value Land 56,000	Ass'd Value Improvements	Total Assessed Value 56,000	Ave. Assmt. Ratio 0.9904	Est. Fair Mkt. Land 56,500	Est. Fair Mkt. Improvements	Total Est. Fair Mkt. 56,500	☐ A star in this box means unpaid prior year taxes	
Taxing Jurisdiction	2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	Gross Property Tax First Dollar Credit Lottery Credit Net Property Tax	813.40	
CITY OF DE PERE	3,580,788	3,828,404	314.39	304.04	-3.3%			
NORTHEAST WI VTAE	2,282,304	2,227,029	34.50	31.84	-7.7%			
UNIF DIST DEPERE	14,221,683	14,875,929	255.55	317.58	24.3%		813.40	
BROWN COUNTY	1,010,577	1,006,185	176.33	159.94	-9.3%			
Total	21,095,352	21,937,547	780.77	813.40	4.2%			
	First Dollar Credit					TOTAL DUE FOR FULL PAYMENT		
	Lottery & Gaming Credit					PAY BY January 31, 2025		
	Net Property Tax		780.77	813.40	4.2%	▶ \$ 813.40		
School taxes reduced by school levy tax credit	\$68.57	IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.			Net Assessed Value Rate (Does NOT reflect credits)	Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.		
UNITED STATES OF AMERICA		2863357	2281211	ACRES: 1.000	0.014524994			
US ARMY CORPS OF ENGINEERS - 7TH FI		43,581	SO FT M/L 40 FT WATER	RETAIN THIS PORTION AS YOUR COPY SEE REVERSE SIDE FOR IMPORTANT INFORMATION				
477 MICHIGAN AVE			RIGHT EASEMENT TO BUILD & MAINTAIN THE DE PERE DAM ON					
FOR INFORMATIONAL PURPOSES ONLY		Total	Total Additional Taxes	Year	Installments may be paid as follows: 406.70 DUE BY 01/31/2025 406.70 DUE BY 07/31/2025			
- Voter Approved Temporary Tax Increases		Additional Taxes	Applied to Property	Increase Ends				
Taxing Jurisdiction								
UNIF DIST DEPERE		408,497.89	13.88	2025				
UNIF DIST DEPERE		527,080.17	17.91	2045				
UNIF DIST DEPERE		2,043,780.25	69.45	2029				

PA-685/2 (R. 8-15)

CITY OF DE PERE
TAX COLLECTION
335 S BROADWAY
DE PERE WI 54115

TAX BILL ENCLOSED
for ED-715-1

PRESORTED
FIRST CLASS MAIL
US POSTAGE PAID
UMS

FORWARDING SERVICE REQUESTED

UNITED STATES OF AMERICA
US ARMY CORPS OF ENGINEERS - 7TH FLOOR REAL EST
477 MICHIGAN AVE
DETROIT MI 48226

Email transcript dated March 12, 2025 regarding Parcel ED-715-1

From: Yvonne Hallman
Realty Specialist/Real Estate Division
US Army Corps of Engineers

To: Tom Leslie
Assistant Real Property Lister
Brown County Planning and Land Services

I am attaching Brown County Deed #2146294 recorded on September 20, 2004 showing that the US Government sold many tracts along the Fox River to the State of Wisconsin, but the US Government retained several areas of easement and several areas of fee simple in three counties. Parcel ED-715-1 is one of the areas that the US Government retained and did not convey to the State of Wisconsin.

Parcel #ED-715-1 is referenced on page 8 of attached Deed in Fox River [FR] Tract Ten paragraph. This paragraph references Map No. FR10SHT1T, which is on page 125 of the Deed and continues on to the legal description on page 127, 128 and 129.

Also, page 130 to 132 is the actual September 18, 1872 Deed from Green Bay and Mississippi Canal Company showing the US Government purchase of all the land in the Disposal Deed to the State of Wisconsin but it is scanned out of order. I am attaching a better copy of the 1872 Deed as well.

2146294

CATHY WILLIQUETTE
BROWN COUNTY RECORDER
GREEN BAY, WI

RECORDED ON
09/20/2004 11:53:24AM

REC FEE: 273.00
TRANS FEE:
EXEMPT # 77.25 (2)
PAGES: 132

9-2-04

QUITCLAIM DEED

THIS QUITCLAIM DEED, made between the UNITED STATES OF AMERICA, hereinafter referred to as Grantor, acting by and through the Deputy Assistant Secretary of the Army (Installations and Housing), pursuant to a delegation of authority from the SECRETARY OF THE ARMY (herein after "Army") under the authority of Public Law 102-580, Section 332 of the Water Resources Development Act of 1992 and to conform to the intention of the parties as provided in the Memorandum of Agreement entered into on 11 September 2000 by and between the Grantor and the STATE OF WISCONSIN, hereinafter the Grantee.

State of Wisconsin
Wisconsin Department of Administration
Division of State Facilities
P.O. Box 7866
Madison, Wisconsin 53707-7864

WITNESSETH THAT:

NOW THEREFORE, the Grantor, for and in consideration of the covenants and conditions herein contained and the payment of eleven million, eight hundred and thirty-one thousand dollars (\$11,831,000.00), cash in hand paid to the Grantee, and other good and valuable consideration, the receipt of all of which is hereby acknowledged by the respective parties, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM unto the Grantee, its successors and assigns, all its right, title and interest in the property referred to as Fox River [FR] Tracts One through Ten [1-10], inclusive, each separately legally described on the Maps attached hereto and made a part hereof:

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements, including but not limited to rights-of-way for public highways, railroads, avigation, pipelines, and public utilities, if any, whether of public record or not.

TO HAVE AND TO HOLD the Property granted herein to the GRANTEE and its successors and assigns, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity and subject to the terms, reservations, restrictions, covenants, and conditions set forth in this Deed.

Definitions: Where the following terms appear in this document and its attachments they shall have the following meanings:

Pedestrian Easement shall mean:

A perpetual and assignable easement and right of way, in, on, over and across the land referred to in the Fox River Map reference for the location, construction, operation, maintenance, alteration and replacement of pedestrian access and appurtenances thereto; together with the right to clear, cut, fell and remove therefrom all trees, underbrush, and/or obstructions within the limits of the right of way; subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the owner, its successors and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired.

Water Gauge Easement shall mean:

A perpetual and assignable right and easement to install, operate, maintain, repair, patrol and replace a water gauge station and appurtenances thereto, including electric power and telephone lines, in, on, over and across the lands referred to in the Fox River Map reference together with the right to clear, cut, fell remove therefrom all trees, underbrush, and/or obstructions therefrom; and, the right to unrestricted and convenient ingress and egress over and across said lands for the purpose of exercising the rights set forth herein; subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the owner, its successors and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired.

Water Regulation Feature shall mean:

A tract of land retained by the Grantor in fee and referenced on the Map for that tract.

Channel Improvement Easement shall mean:

A perpetual and assignable right and easement to construct, operate, and maintain channel improvement works with appurtenances, on, and over the lands referred to in the Fox River Map reference to protect the integrity of the Federal water regulation features of the Fox River as authorized by the Act of Congress, including the right to clear, cut, fell, remove and dispose of any and all timber, trees, underbrush, and/or other obstructions therefrom; to excavate dredge, cut away, and remove any or all of said land and to place thereon dredge or spoil material; and for such other purposes as may be required in connection with said work of improvement; reserving, however, to the owner, its successors and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

Vehicle Easement shall mean:

A perpetual and assignable easement and right-of-way in, on, over and across the lands referred to in the Fox River Map reference for the location, construction, operation, maintenance, alteration and replacement of a road and appurtenances thereto; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the Grantee, its successors and assigns, the right to cross over or under the right-of-way as access to their adjoining land subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

Fox River [FR] Tract One [1] commonly known as Brothertown Harbor as shown on Map No. FR1SHT1T attached hereto, made a part hereof, and legally described thereon.

Fox River [FR] Tract Two [2] commonly known as Stockbridge Harbor as shown on Map No. FR2SHT1T, attached hereto, made a part hereof, and legally described thereon.

EXCEPT that portion reserved to the Grantor, in fee, as shown on Map No. FR2SHT1T, attached hereto, made a part hereof, and legally described thereon.

Fox River [FR] Tract Three [3] commonly known as Menasha Lock and Dam as shown on Map No. FR3SHT3T, attached hereto, made a part hereof, and legally described thereon.

EXCEPT as to the Lock the Grantor reserves a channel improvement easement as shown on map No. FR3SHT3T, attached hereto, made a part hereof, and legally described thereon.

Fox River [FR] Tract Four [4] commonly known as Appleton Locks and Dam Lock 1 and 3 and the canal, the Dam, and Lock 4, consisting of parcels A, B, C, D, and E, more particularly referred to as follows:

PARCEL A, as shown on Map No. FR4SHT1T attached hereto, made a part hereof, and legally described thereon.

EXCEPT as to Lock 4 and the Canal, the Grantor reserves a channel improvement easement as shown on Map No. FR4SHT1T3, attached hereto, made a part hereof, and legally described thereon.

EXCEPT as to Lock 4 and the Canal, that portion reserved to the Grantor, in fee, as shown on Map No. FR4SHT1T5, attached hereto, made a part hereof, and legally described thereon.

EXCEPT that part of Southwest fractional quarter of Section 25, Township 21 North, Range 17 East, of the Fourth Principal Meridian, Outagamie County, Wisconsin, lying between U.S. Red line and U.S. Blue line as shown on Map No. FR4SHT1T attached hereto, made a part hereof, and legally described thereon.

ALSO, hereby conveying a 15-foot wide meandering vehicle easement on, over, and across a portion of the above exception defined as lying between U.S. Red line and U.S. Blue line attached hereto, made a part hereof.

PARCEL B, as shown on Map No. FR4SHT2T attached hereto, made a part hereof, and legally described thereon.

ALSO, hereby conveying that part of the Northwest Fractional Quarter of Section 36, Township 21 North, Range 17 East of the Fourth Principal Meridian, Outagamie County, Wisconsin, lying between U.S. red line and U.S. blue line as shown on FR4SHT2T attached hereto, made a part hereof, and legally described thereon.

PARCEL C, as shown on Map No. FR4SHT4T attached hereto, made a part hereof, and legally described thereon.

EXCEPT that portion, containing 0.51 acres more or less, as shown on Map No. FR4SHT4T, attached hereto, made a part hereof, and legally described thereon.

ALSO, hereby conveying a 15-foot wide meandering vehicle easement on, over, and across the exception containing 0.51 acres, more or less, as shown on Map No. FR4SHT4T, attached hereto, and made a part hereof.

PARCEL D, as shown on Map No. FR4SHT5T attached hereto, made a part hereof, and legally described thereon.

EXCEPT the Grantor reserves a 15-foot wide perpetual and assignable easement and right-of-way, on, over and across the land in said Parcel D, for the location, construction, operation, maintenance, alteration and replacement of a road and appurtenances thereto; together with the right to trim, cut, fell and remove there from all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the Grantee, its successors and assigns, the right to cross over or under the right-of-way as access to their adjoining land subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, as an easement for access to the reserved 0.51 of an acre of Parcel "C" of Fox River Navigation Project, Appleton Locks and Dam, lying in the Southwest Fractional Quarter of Section 36, Township 21 North, Range 17 East of the Fourth Principal Meridian, Outagamie County, Wisconsin, more fully described as:

That being the south 15-feet of Parcel "D" of the Fox River Navigation Project, Appleton Locks and Dam, located south of the U.S. Canal, beginning on the east right-of-way line of Lawe Street, and extending to the west boundary of said Parcel "D".

PARCEL E, as shown on Map No. FR4SHT3T attached hereto, made a part hereof, and legally described thereon.

EXCEPT as to Lock One [1], that portion reserved to the Grantor, in fee, as shown on Map No. FR4SHT6T5, attached hereto, made a part hereof, and legally described thereon.

EXCEPT as to Lock One [1], the Grantor reserves a channel improvement easement as shown on Map No. FR4SHT6T4, attached hereto, made a part hereof, and legally described thereon.

EXCEPT as to Lock One [1] the Grantor reserves a 15-foot wide vehicle easement as shown on Map Nos. FR4SHT6T and FR4SHT6T2, attached hereto, made a part hereof, and legally described thereon.

EXCEPT as to the Lower Dam, that portion reserved to the Grantor, in fee, as shown on Map No. FR4SHT3T, attached hereto, made a part hereof, and legally described thereon.

Fox River [FR] Tract Five [5] commonly known as Cedars Lock as shown on Map Nos. FR5SHT2T and FR5SHT2T2, attached hereto, made a part hereof, and legally described thereon.

EXCEPT the Grantor reserves a channel improvement easement as shown on Map No. FR5SHT2T, attached hereto, made a part hereof, and legally described thereon.

EXCEPT as to that portion reserved to the Grantor, in fee, as shown on Map No. FR5SHT2T, attached hereto, made a part hereof, and legally described thereon.

Fox River [FR] Tract Six [6] commonly known as Combined Locks, Canal and Dam containing parcels A, B, and C, and more particularly referred to as follows:

PARCEL A, as shown on Map Nos. FR6SHT4T8 attached hereto, made a part hereof, and legally described thereon.

PARCEL B, as shown on Map Nos. FR6SHT4T; 4T3; 4T4; 4T5; 4T6 and 4T7 attached hereto, made a part hereof, and legally described thereon.

PARCEL C, as shown on Map Nos. FR6SHT4T and 4T2 attached hereto, made a part hereof, and legally described thereon.

EXCEPT that portion reserved to the Grantor, in fee, as shown on Map No. FR6SHT4T12, attached hereto, made a part hereof, and legally described thereon.

EXCEPT the Grantor reserves a channel improvement easement as shown on Map Nos. FR6SHT 4T9; 4T10; 4T11 and 4T12, attached hereto, made a part hereof, and legally described thereon.

EXCEPT as to sub-parcel C the Grantor reserves a 15-foot wide vehicle easement as shown on Map No. FR6SHT4T12, attached hereto, made a part hereof, and legally described thereon.

ALSO, hereby conveying a tract of land commonly known as surveyed per CSM No. 274, as shown on Map No. FR6SHT4T8, attached hereto, made a part hereof, and legally described thereon.

Fox River [FR] Tract Seven [7] commonly known as Kaukauna Locks, Canal and Dam containing parcels A, B, C, D, E, G, and H, and more particularly described as follows:

PARCEL A, as shown on Map No. FR7SHT2T attached hereto, made a part hereof, and legally described thereon.

ALSO, conveying, and quit claiming, all right title and interest of the Grantor in and to a certain road easement as shown on Map No. FR7SHT2T and legally described thereon.

PARCEL B, as shown on Map No. FR7SHT3T attached hereto, made a part hereof, and legally described thereon.

PARCEL C, as shown on Map No. FR7SHT5T attached hereto, made a part hereof, and legally described thereon.

PARCEL D, as shown on Map No. FR7SHT4T attached hereto, made a part hereof, and legally described thereon.

PARCEL E, as shown on Map No. FR7SHT4T attached hereto, made a part hereof, and legally described thereon.

PARCEL G, as shown on Map No. FR7SHT6T attached hereto, made a part hereof, and legally described thereon.

EXCEPT as to the Dam, Canal and Lock One [1], the Grantor reserves a channel improvement easement as shown on Map No. FR7SHT6T, attached hereto, made a part hereof, and legally described thereon.

PARCEL H, as shown on Map Nos. FR7SHT7T and 7T2 attached hereto, made a part hereof, and legally described thereon.

EXCEPT, that portion reserved to the Grantor, in fee, as shown on Map Nos. FR7SHT7T3, 7T4, and 7T5, attached hereto, made a part hereof, and legally described thereon.

EXCEPT as to the Dam, Canal and Lock One [1], that portion reserved to the Grantor, in fee, as shown on Map No. FR7SHT8T, attached hereto, made a part hereof, and legally described thereon.

EXCEPT as to the Dam, Canal and Lock One [1] that portion reserved to the Grantor for a 15-foot wide vehicle easement as shown on Map No. FR7SHT8T, attached hereto, made a part hereof, and legally described thereon.

Fox River [FR] Tract Eight [8] commonly known as Rapide Croche Lock and Dam as shown on Map No. FR8SHT1T attached hereto, made a part hereof, and legally described thereon.

EXCEPT the Grantor reserves a work and storage easement and right-of-way in, on, over and across the land in said Tract No. Eight [8] as shown on Map No. FR8SHT1T3 for use by the United States of America, its representatives, agents, and contractors as a work area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction on the Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the owner, its successors and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

EXCEPT as to that portion reserved to the Grantor, in fee, as shown on Map No. FR8SHT1T4, attached hereto, made a part hereof, and legally described thereon.

EXCEPT the Grantor reserves a channel improvement easement as shown on Map No. FR8SHT1T2, attached hereto, made a part hereof, and legally described thereon.

EXCEPT the Grantor reserves a 15-foot wide perpetual and assignable vehicle easement on, over and across the land in Tract No. Eight [8] as shown on Map Nos. FR8SHT1T5 and FR8SHT1T6, attached hereto, made a part hereof, and legally described thereon.

EXCEPT the Grantor reserves a 5-foot wide pedestrian easement on, over and across the land in said Tract No. Eight [8] and as shown on Map No. FR8SHT1T6, attached hereto, made a part hereof, and legally described thereon.

Fox River [FR] Tract Nine [9] commonly known as Little Kaukauna Lock and Dam as shown on Map No. FR9SHT2T attached hereto, made a part hereof, and legally described thereon.

EXCEPT as to that portion reserved to the Grantor, in fee, as shown on Map No. FR9SHT2T, attached hereto, made a part hereof, and legally described thereon.

EXCEPT as to that portion reserved to the Grantor, in fee, as shown on Map No. FR9SHT2T3, attached hereto, made a part hereof, and legally described thereon.

EXCEPT the Grantor reserves a channel improvement easement, as shown on Map No. FR9SHT2T2, attached hereto, made a part hereof, and legally described thereon.

EXCEPT the Grantor reserves a 15-foot wide vehicle easement on, over and across the land in said Tract No. Nine [9] and as shown on Map No. FR9SHT2T, attached hereto, made a part hereof, and legally described thereon.

ALSO, hereby conveying the right to use a 15-foot wide vehicle easement for access to said Tract No. Nine [9] and as shown on Map No. FR9SHT2T, attached hereto, made a part hereof, and legally described thereon.

ALSO, hereby conveying a tract of ground commonly known as U. S. Property at Little Kaukauna as shown on Map No. FR9SHT1T, attached hereto, made a part hereof, and legally described thereon.

Fox River [FR] Tract Ten [10] commonly known as DePere Lock and Dam as shown on Map No. FR10SHT1T attached hereto made a part hereof, and legally described thereon.

EXCEPT as to that portion reserved to the Grantor, in fee, as shown on Map No. FR10SHT1T2, attached hereto, made a part hereof, and legally described thereon.

EXCEPT the Grantor reserves a channel improvement easement as shown on Map No. FR10SHT1T, attached hereto, made a part hereof, and legally described thereon.

This conveyance is made subject to the following notices, restrictions, covenants, conditions, reservations, and easements, which shall apply to all Tracts conveyed hereby.

CERCLA COVENANT NOTICE AND ACCESS CLAUSE

A. (1) For the Brothertown Harbor Tract One [1], Stockbridge Harbor Tract Two [2], Menasha Locks Tract Three [3], Cedars Lock Tract Five [5], Little Chute Locks

Tract Six [6], Rapide Croche Lock Tract Eight [8], Little Kaukauna Lock Tract Nine [9] and the DePere Lock Tract Ten [10] parcels as described and conveyed herein, the Grantor provides the following notice and covenant:

(2) Pursuant to Section 120 (h)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Grantor has identified the Property as real property on which no hazardous substances and no petroleum products or their derivative have been stored one year or more or are known to have been released or disposed of.

(3) The Grantor covenants that any response action or corrective action found to be necessary to protect human health and the environment after the date of the conveyance with respect to the discovery of any hazardous substance remaining on the property herein conveyed shall be conducted by the United States.

B. (1) For the Kaukauna Locks Tract Seven [7] parcel and Appleton Locks Tract Four [4] parcel as described and conveyed herein, the Grantor provides the following notice and covenant:

(2) Pursuant to Section 120 (h) (3) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Grantor has identified the Property as real property on which no hazardous substances have been released or disposed of but upon which hazardous substances have been stored and upon which petroleum products have been stored and or released.

(3) Following a complete search of its files and records, notice is hereby provided that in the historical use of the property at the project office on the Lock 3 parcel and the oil house structure on the Lock 1 parcel, for Tract 7 were used for the temporary storage of paints and petroleum products. It is likely that hazardous substances were stored for one year or more on the property in excess of the 40 CFR Part 373 reportable quantities. Further, the Lockmaster's dwelling at the First Lock for Tract 4 was a former petroleum release site. The identified release was related to an underground fuel oil storage tank at the Lockmaster dwelling. The underground tank was investigated and remediation was completed.

(4) The Grantor covenants that, with respect to any hazardous substance, as defined in 42 U.S.C. Section 9601(14), that was stored on the property prior to the date of conveyance, no remedial action was necessary.

(5) The Grantor covenants that any response action or corrective action found to be necessary to protect human health and the environment after the date of the conveyance with respect to the discovery any of hazardous substance remaining on the property herein conveyed shall be conducted by the United States.

C. The above referenced covenants shall not apply to the extent such remedial actions are necessary to address contamination caused by activities of the Grantee, its successors, assigns, transferees, sub lessees, tenants or licensees.

D. (1) To enable the Grantor to meet its responsibilities under applicable laws and as provided for in this deed, the Grantor reserves a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which an environmental response action or corrective action is found to be necessary, or such access and entrance is necessary to carry out a response action or corrective action on adjoining property; including, without limitation, to perform any additional environmental investigation, monitoring, sampling, testing, response action, corrective action, or any other action necessary for the Grantor to meet its responsibilities under applicable laws and as provided for in this deed. This right of access shall be binding on the Grantee, its successors, and assigns, and shall run with the land. This reservation includes the right to access and use utilities on the Property at reasonable cost to the United States.

(2) In exercising this right of access, the Grantor shall give the Grantee or the then record owner, reasonable notice of actions to be taken on the Property and shall use reasonable means, without significant additional cost to the Grantor, to avoid and /or minimize interference with the use of the Property. The Grantee or the then record owner, and any other person, shall have no claim against the Grantor or any officer, employee or contractors thereof solely on account of any such interference resulting from actions taken under this Paragraph.

ENVIRONMENTAL RESTRICTIONS

The Grantee, its successors or assigns shall comply with all applicable Federal, state, and local laws, regulations and standards that are or may become applicable to the Grantee's activities on the conveyed premises.

Environmental investigations and remedial and oversight activities will not be disrupted by the Grantee or its successors or assigns at any time. Such conditions will include, but are not limited to:

(a) The right of continued access for the Grantor to monitor the effectiveness of cleanup, and/or take additional remedial or removal actions.

(b) The Grantee will not conduct activities that could cause a condition of further pollution or pose a new threat to the public health or environment or disrupt any remedial activities, past, present or future.

This conveyance of Tracts Three [3]; Four [4]; Five [5]; Six [6]; Seven [7]; Eight [8]; Nine [9] and Ten [10] is made subject to the following additional restrictions, covenants, conditions, reservations, and easements:

NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

A. On the date of the delivery and acceptance of this Quitclaim Deed, the improvements located upon the property may, due to their age, contain asbestos-containing materials (ACM). Prior to conveyance, asbestos was found on the property. Specific information regarding the amounts and locations is found in the Finding of Suitability to Transfer [FOST] dated July 2004 and the EBS dated July 2004 copies of which the Grantee acknowledges receipt.

B. The Grantee does hereby covenant and agree, on behalf of itself, its successors and assigns, that in its use and occupancy of the Property, it will comply with all applicable laws relating to asbestos, and that the Grantor assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability or death, to the Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, alterations, renovations, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, regardless of whether the Grantee, its successors or assigns, have properly warned or failed to properly warn the individual(s) injured. The Grantee shall ensure that any assignee, transferee, affiliate, successor, or foreclosure purchaser of the property shall be bound by the provisions hereof. The Grantee agrees to be responsible for any future remediation of asbestos in buildings and structures found to be necessary on the Property.

C. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

D. The Grantee acknowledges that it has inspected the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos hazards or concerns.

This conveyance of Tracts Three [3]; Four [4]; Five [5]; Six [6]; Seven [7]; Eight [8]; Nine [9] and Ten [10] is made subject to the following additional restrictions, covenants, conditions, reservations, and easements:

NOTICE OF THE PRESENCE OF LEAD-BASED PAINT AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES

A. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain

lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992, 42 U.S.C. 485, et. seq. and 15 U.S.C. 2681, et. seq. (Residential Lead-Based Paint Hazard Reduction Act of 1992) hereinafter Title X.

In complying with these requirements, the Grantee covenants and agrees to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the Property found to be necessary as a result of the subsequent use of the property for residential purposes. The Grantee covenants and agrees to comply with solid or hazardous waste laws that may apply to any waste that may be generated during the course of lead-based paint abatement activities.

C. The covenants, restrictions, and requirements of this Section shall be binding upon the Grantee, its successors and assigns and all future owners and shall be deemed to run with the land. The Grantee on behalf of itself, its successors and assigns covenants that it will include and make legally binding, this Section, in all subsequent transfers, leases, or conveyance documents.

NON-DISCRIMINATION COVENANT

The Grantee covenants for itself, its heirs, successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, age, gender, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

CONDITION OF PROPERTY

The GRANTEE has inspected, knows, and accepts the condition and state of repair of the subject Property. The GRANTEE understands and agrees that the Property and any part thereof is offered "AS IS" and "WHERE IS" without any representation, warranty or guaranty by the GRANTOR as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the GRANTEE, and no claim for allowance or deduction upon such grounds will be considered.

ANTI-DEFICIENCY ACT

The GRANTOR'S obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payment by the GRANTOR in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341.

NO WAIVER

The failure of the Government to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or reservations shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, conditions, restrictions, or reservations; but the obligations of the GRANTEE, its successors and assigns, with respect to such future performance shall continue in full force and effect.

NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by mail, postage prepaid, addressed as follows:

GRANTOR:

Department of the Army
Detroit District, Corps of Engineers
Attn: Real Estate Division
P.O. Box 1027
Detroit, Michigan 48231-1027

GRANTEE:

State of Wisconsin
Wisconsin Department of
Administration
Division of State Facilities
P.O. Box 7866
Madison, Wisconsin 53707-7864

The undersigned person executing this deed on behalf of the State of Wisconsin, represents and certifies that he is the duly appointed officer and is fully empowered to convey the real estate described herein, and that all municipal action for the making of such conveyance has been taken and completed.

HISTORIC CONSIDERATIONS

The Fox River property is listed in the National Register of Historic Places as the "Water Resources of the Lower Fox River, 1850-1941". Accordingly, the Grantor by and through the United States Army Corps of Engineers has entered into a Programmatic Agreement (PA, Dec 2000) with the Wisconsin State Historic Preservation Office (SHPO) regarding the transfer of the Navigation Portion of the Fox River to the State of Wisconsin. Amendment 1 thereof specifically deletes the stipulation requiring preservation covenants to be included in any transfer of property. Chapter 44 of the Wisconsin Statutes provides adequate protection to the historic property.

USE COVENANT PERTAINING TO ALL TRACTS

This conveyance as to Tracts One through Ten [1-10], inclusive, is made subject to the following use covenant:

Pursuant to the Memorandum of Agreement dated September 11, 2000 between the parties, the Grantee will be responsible for operation, maintenance, repair, replacement and rehabilitation of the transferred real property after the date of transfer. All such work by the Grantee shall be performed in accordance with all applicable State and Federal laws and regulations, including but not limited to the National Historic Preservation Act, as limited by the Historic Considerations provision set forth above. The Grantor shall take no action that would interfere with the operation, maintenance, repair, replacement or rehabilitation of the property except where required to maintain the pool or in any case of emergency with regard to the same or any water regulation feature over which the Grantor has retained control. In any case, the Grantor shall make every effort to notify the Grantee of any such actions, emergency or otherwise, so as to not interfere with the continued operation of the locks.

COVENANT PERTAINING TO ALL TRACTS BURDENED BY A CHANNEL IMPROVEMENT EASEMENT

It is understood that in exercising its rights under the channel improvement easements herein contained that the Grantor may be caused to berm and fill in the affected areas in order to protect the integrity of the Federal Water Regulation features of the Fox River. The Grantor agrees that should such activities be required it will; remove any fill and or berm in the lock areas upon completion of repair work. Further, the Grantors rights under said easement shall be for the duration necessary to make required repairs to the water regulation features and/or its appurtenances.

SOURCE REFERENCE

All of the above said Tracts FR One through Ten [1-10] inclusive, contain portions of the same property conveyed by the Green Bay and Mississippi Canal Company to the United States of America by deed dated 18 September 1872, a conformed copy of which is attached hereto and made a part hereof.

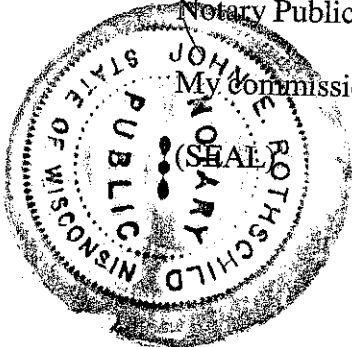
Phill

Secretary, State of Wisconsin Building Commission

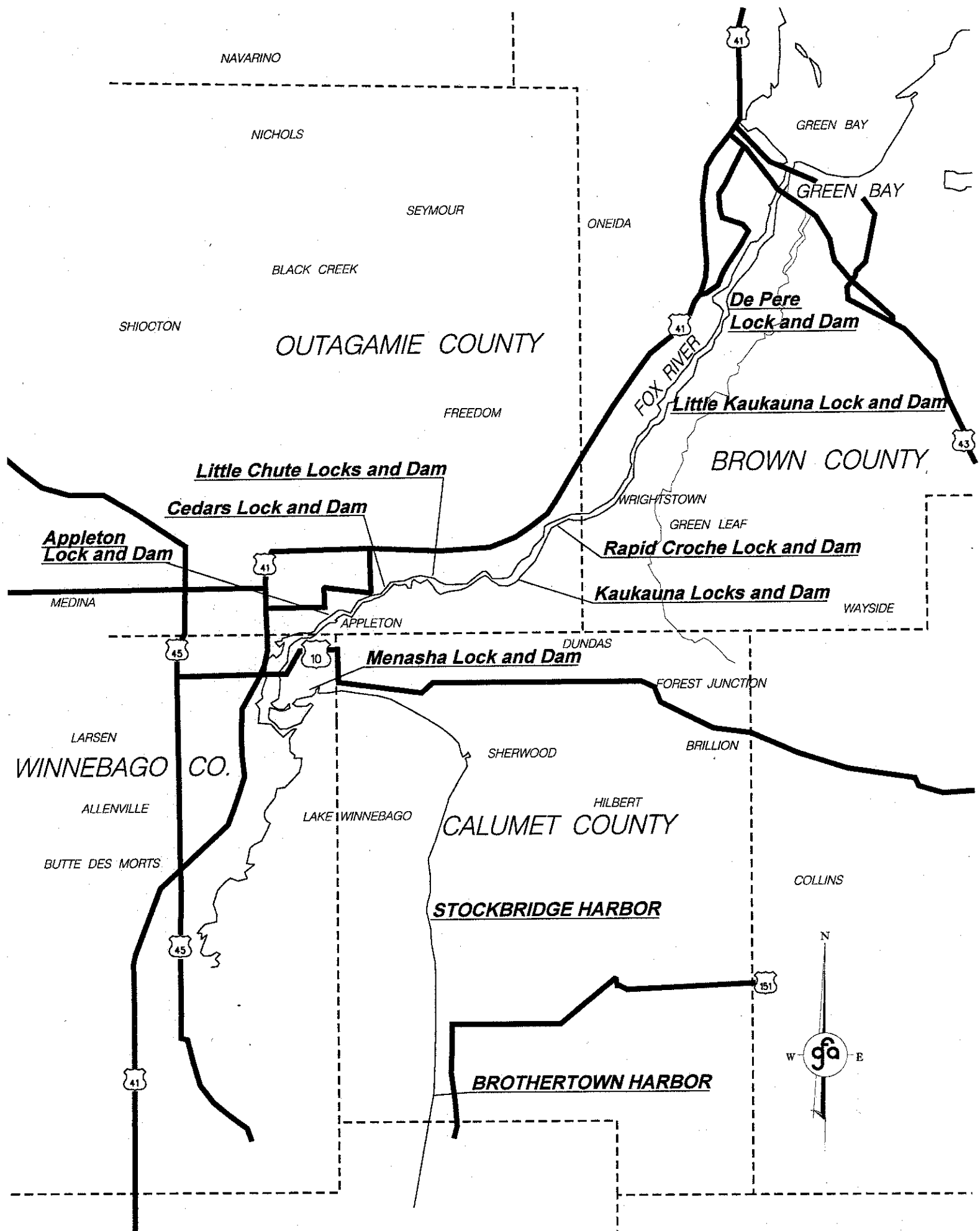
State of Wisconsin)
) SS
Dane County)

03.11

My commission is permanent or expires: _____



Stephen J. Allison
Attorney at Law
U. S. Army Corps of Engineers
Louisville District
P.O. Box 59
Louisville, KY 40201-0059



PREPARED FOR: U.S. ARMY CORPS OF ENGINEERS, DETROIT DISTRICT DACW35-01-D-0001 DO# 0020A

INDEX MAP FOX RIVER NAVIGATION PROJECT AND BOUNDARY WORK, WI.

DATE: 7/19/2004

P.M.: GS

REVISIONS: 07-19-04
CORRECTION TO
COUNTY NAME

DR.: MJF CKD.: GS

021068

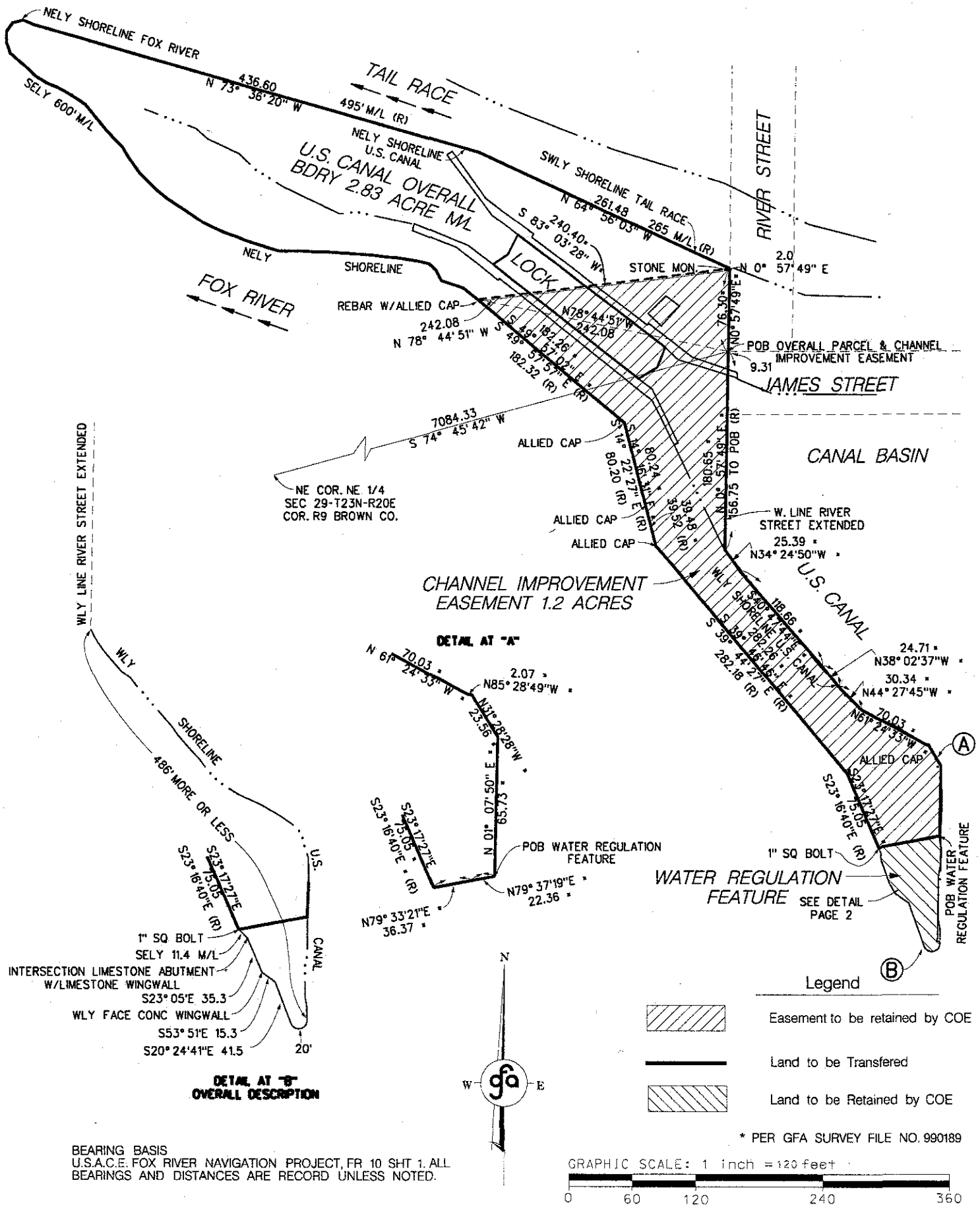
SHT 1 OF 1

GFA Gourdie-Fraser
Municipal | Development | Transportation

123 W. Front Street
Traverse City, MI 49684
PH 231.946.5874
FAX 231.946.3703
www.gourdiefraser.com

Location:

FOX RIVER, WISCONSIN



PREPARED FOR: U.S. ARMY CORPS OF ENGINEERS, DETROIT DISTRICT DACW35-01-D-0001 DO# 0020A

DEPERE LOCK OVERALL BOUNDARY AND CHANNEL IMPROVEMENT EASEMENT

See previous Survey FOX RIVER NAVIGATION PROJECT FR 10 SHT 1 dated 05/06/83 Dennis G. Tonelli, Land Surveyor Number S-1748 for Certified Boundary Survey

NOTE: This drawing is a composite drawing of previous surveys prepared for the U.S.A.C.E. Fox River Navigation Project and Gourdie-Fraser, Inc. surveys, file No. 990189 and is not intended to be a Certified Survey.

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www.gourdiefraser.com

Location:

PART OF THE PRIVATE CLAIMS
IN BROWN COUNTY, WISCONSIN

DATE: 7/19/2004

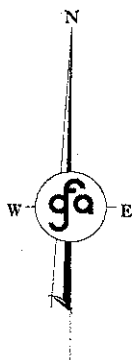
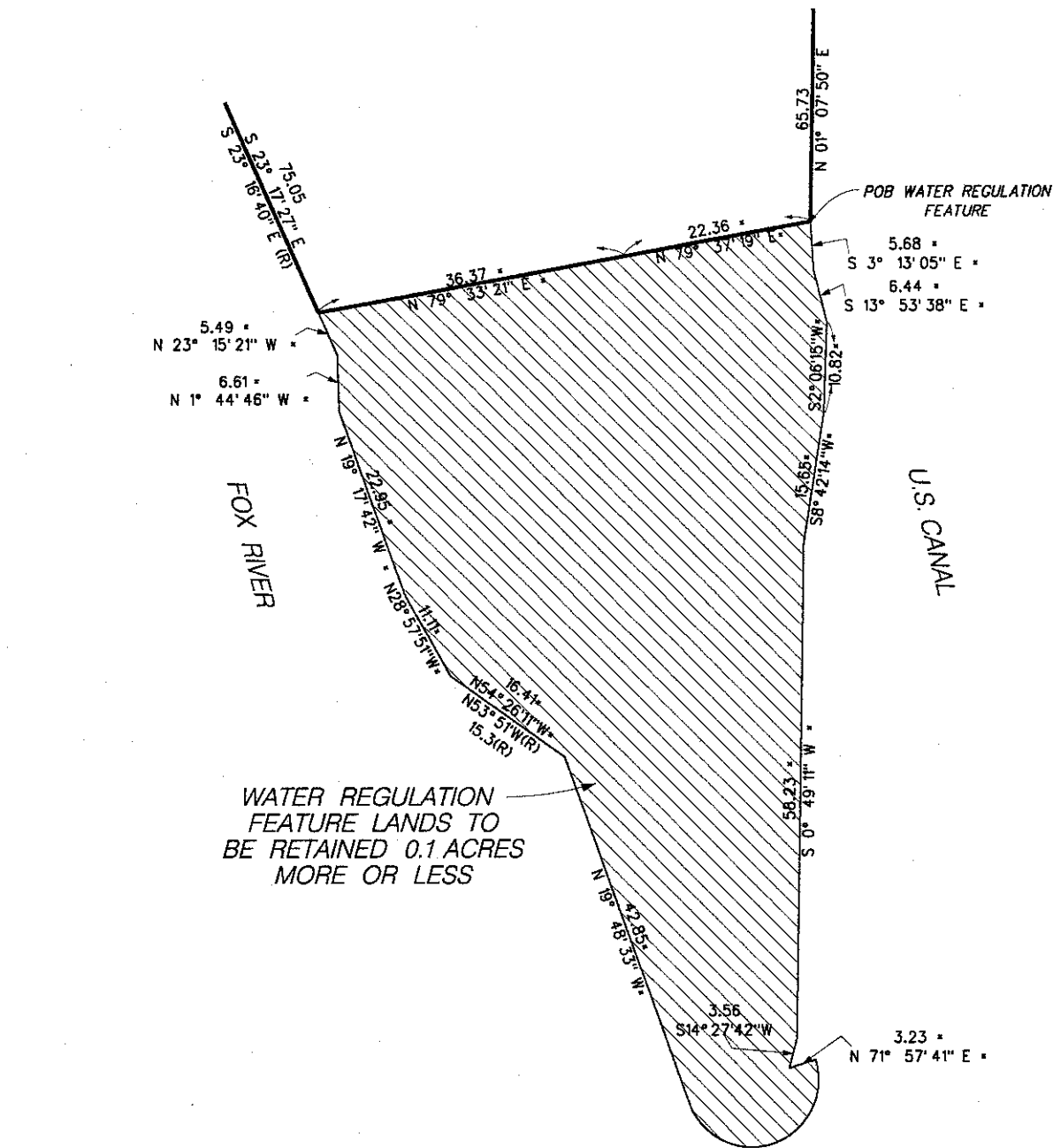
P.M.: GS

REVISIONS: 07-19-04

DR.: MJF CKD.: GS

021068, FR10SHT1T

SHT 1 OF 5



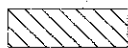
Legend



Easement to be retained by COE



Land to be Transferred



Land to be Retained by COE

* PER GFA SURVEY FILE NO. 990189

GRAPHIC SCALE: 1 inch = 20 feet



PREPARED FOR: U.S. ARMY CORPS OF ENGINEERS, DETROIT DISTRICT DACW35-01-D-0001 DO# 0020A

DEPERE LOCK WATER REGULATION FEATURE

See previous Survey FOX RIVER NAVIGATION PROJECT FR 10 SHT 1 dated 05/06/83 Dennis G. Tonelli, Land Surveyor Number S-1748, for Certified Boundary Survey

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IN BROWN COUNTY, WISCONSIN

DATE: 7/19/2004

P.M.: GS

REVISIONS: 07-19-04

DR.: MJF CKD.: GS

021068, FR10SHT1T2

SHT 2 OF 5

DEPERE LOCK OVERALL BOUNDARY

Description of DePere Lock "Recommended Legal Description" per DePere Lock Real Estate Survey, Fox River Navigation Project, FR10, Sheet 1 of 1, Excepting Water Regulation Feature Parcel and Channel Improvement Easement.

Those parts of the Private Claims in Brown County, Wisconsin, described as beginning at a stone monument at the intersection of the North line of James Street with the West line of River Street in the City of DePere, according to the plat of DePere, recorded November 2, 1835 in Deed Book D, Page 199 and redrawn and re-recorded April 2, 1870 in said Brown County, from which stone the Northeast corner of the Northeast quarter of Section 29, Township 23 North, Range 20 East of the Fourth Principal Meridian (recorded as corner R-9 in Brown County Surveyor's Office) bears South 74°45'42" West, 7084.33 feet; thence North 00°57'49" East, 76.30 feet, along the West line of said River Street to a stone monument; thence continuing North 00°57'49" East, 2 feet, more or less, to the Southwesterly shore line of the tail race; thence Northwesterly, along the said Southwesterly shore line, a total distance of 265 feet, more or less, to the intersection of the Northeasterly shore line of the United States Canal; thence Northwesterly, across said Canal, a total distance of 495 feet, more or less, to the intersection of the Northeasterly shore line of the Fox River; thence Southeasterly, a total distance of 600 feet, more or less, upstream along said Northeasterly shore to a rebar with an allied cap stamped "USAED DETROIT BOUNDARY MARK" which bears North 78°44'51" West, 242.08 feet, from the Point of Beginning; thence South 49°57'57" East, 182.32 feet, to a rebar with an allied cap stamped as before; thence South 14°22'27" East, 80.20 feet, to a rebar with an allied cap stamped as before; thence continuing South 14°22'27" East, 39.52 feet, to a rebar with an allied cap stamped as before; thence South 39°44'27" East, 282.18 feet, to a rebar with an allied cap stamped as before; thence South 23°16'40" East, 75.05 feet, measured – (South 23°46'30" East, 75 feet recorded), to a one-inch square bolt set in concrete; thence Southeasterly, 11.4 feet, more or less, to the intersection of a limestone abutment with the limestone wingwall; thence South 23°05' East, 35.3 feet, along said limestone abutment to the Westerly face of concrete wingwall of the United States Dam; thence South 53°51' East, 15.3 feet, along said wingwall; thence South 20°24'41" East, 41.5 feet, along the Westerly face of the concrete abutment of the United States Dam; thence, along the riverside face of the concrete abutment, being a curve concave Northerly, a distance of 20 feet, more or less, to the intersection with the Westerly line of the United States Canal; thence Northerly and Northwesterly a total distance of 486 feet, more or less, along the Westerly shore line of the United States Canal to the intersection of the Westerly line of said River Street extended Southerly; thence North 00°57'49" East, 156.75 feet, more or less, along said Westerly line extended, and across the canal basin to the stone at the Point of Beginning, in the City of DePere, Brown County, Wisconsin, and containing 2.83 acres, more or less.

EXCEPT a Water Regulation Feature parcel in parts of Private Claims in Brown County, Wisconsin, more fully described as:
Commencing at a point previously described as a stone monument at the intersection of the North line of James Street with the West line of River Street in the City of DePere, according to the Plat of DePere recorded November 2, 1835 in Deed Book D, Page 199 and redrawn and re-recorded April 2, 1870 in said Brown County, from which stone the Northeast corner of the Northeast quarter of Section 29, Township 23 North, Range 20 East, of the Fourth Principal Meridian (recorded as Corner R-9 in Brown County Surveyor's Office) bears South 74°45'42" West, 7084.33 feet; thence South 00°57'53" West, 9.31 feet, along the Easterly line of the "Recommended Legal Description" of DePere Lock, Fox River Navigation Project Real Estate Survey, FR10, Sheet 1 of 1, to a point on the top edge of a concrete revetment wall at the lock structure; (Continued next sheet)

PREPARED FOR: U.S. ARMY CORPS OF ENGINEERS, DETROIT DISTRICT DACW35-01-D-001 DO# 0020A

DEPERE LOCK OVERALL BOUNDARY		DATE: 5/15/02	
See previous FOX RIVER NAVIGATION PROJECT FR 10 SHT 1 dated 05/06/83 Dennis G. Tonelli, Land Surveyor Number S-1748 for Certified Boundary Survey.		P.M.: GS	
Note: This drawing is a composite drawing of previous surveys prepared for the U.S.A.C.E. Fox River Navigation Project and Gourdie-Fraser, Inc. surveys, file No. 990189 and is not intended to be a Certified Survey.		REVISIONS: 07-19-04	
 Municipal Development Transportation	123 West Front Street Traverse City, MI 49684 Ph: (231) 946-5874 Fax: (231) 946-3703 www.gourdiefraser.com	Location:	
		PART OF THE PRIVATE CLAIMS IN BROWN COUNTY, WISCONSIN	
		DR.: M.J.F. CKD: GS 021068, FR10SHT1	
		SHT 3 of 5	

DEPERE LOCK OVERALL BOUNDARY

Description of DePere Lock "Recommended Legal Description" per DePere Lock Real Estate Survey, Fox River Navigation Project, FR10, Sheet 1 of 1, Excepting Water Regulation Feature Parcel and Channel Improvement Easement.

(Continued)

thence continuing South 00°57'49" West, 180.65 feet,
along said Easterly boundary line extended to a point on the rock embankment shoreline;
thence, along said rock embankment shoreline, the following five (5) courses:
South 34°24'50" East, 25.39 feet;
thence South 40°47'44" East, 118.66 feet;
thence South 38°02'37" East, 24.71 feet;
thence South 44°27'45" East, 30.34 feet;
thence South 61°24'33" East, 70.03 feet,
to a point on the existing concrete wall bridge support pier;
thence, along said concrete wall, the following three (3) courses:
South 85°28'49" East, 2.07 feet;
thence South 31°28'28" East, 23.56 feet;
thence South 01°07'50" West, 65.73 feet,
to the Southeasterly corner of said bridge support pier and to the Point of Beginning;
thence, along the edge of a sheet piling wall, the following six (6) courses:
South 03°13'05" East, 5.68 feet;
thence South 13°53'38" East, 6.44 feet;
thence South 02°06'15" West, 10.82 feet;
thence South 08°42'14" West, 15.65 feet;
thence South 00°49'11" West, 58.23 feet;
thence South 14°27'45" West, 3.56 feet,
to the intersection with a concrete revetment wall at the dam abutment;
thence, along said concrete revetment wall, the following eight (8) courses:
North 71°57'41" East, 3.23 feet;
thence Southwesterly, 24.74 feet,
along the arc of a 7.85 foot radius curve to the right, the central angle of which is
180°31'06" and the long chord of which
bears South 72°48'54" West, 15.71 feet;
thence North 19°48'33" West, 42.85 feet (North 20°24'41" West, 41.5 feet recorded);
thence North 54°26'11" West, 16.41 feet (North 53°51' West, 15.3 feet recorded);
thence North 28°57'51" West, 11.11 feet;
thence North 19°17'42" West, 22.95 feet;
thence North 01°44'46" West, 6.61 feet,
to a point on the Southerly line of said DePere Lock survey extended;
thence North 23°15'21" West, 5.49 feet,
along said line to a 1-inch square bolt found as called for in 1899 notes;
thence North 79°33'21" East, 36.37 feet,
to a witness iron at the shore;
thence North 79°37'19" East, 22.36 feet,
to the Point of Beginning;
Said described Water Regulation Feature parcel contains 0.1 acre, more or less.

Subject to a Channel Improvement Easement in parts of Private Claims in Brown County, Wisconsin, more fully described as:

Beginning at a point previously described as a stone monument at the intersection of the North line of James Street with the West line of River Street in the City of DePere, according to the Plat of DePere recorded November 2, 1835 in Deed Book D, Page 199 and redrawn and re-recorded April 2, 1870 in said Brown County, from which stone the Northeast corner of the Northeast quarter of Section 29, Township 23 North, Range 20 East, of the Fourth Principal Meridian (recorded as Corner R-9 in Brown County Surveyor's Office) bears South 74°45'42" West, 7084.33 feet;
thence North 00°57'49" East, 76.30 feet,
along the Easterly line of the "Recommended Legal Description" of DePere Lock, Fox River Navigation Project Real Estate Survey, FR10, Sheet 1 of 1, to the record position of a U.S. stone (found lying down);
thence South 83°03'28" West, 240.40 feet, (Continued next sheet)

PREPARED FOR: U.S. ARMY CORPS OF ENGINEERS, DETROIT DISTRICT DACW35-01-D-001 DO# 0020A

DEPERE LOCK OVERALL BOUNDARY

See previous FOX RIVER NAVIGATION PROJECT FR 10 SHT 1 dated 05/06/83 Dennis G. Tonelli, Land Surveyor Number S-1748 for Certified Boundary Survey.

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Location:

PART OF THE PRIVATE CLAIMS
IN BROWN COUNTY, WISCONSIN

DATE: 5/15/02	
P.M.: GS	
REVISIONS: 07-19-04	
DR: MJF	CHKD: GS
021068, FR10SHT1	
SHT 4 of 5	

DEPERE LOCK OVERALL BOUNDARY

Description of DePere Lock "Recommended Legal Description" per DePere Lock Real Estate Survey, Fox River Navigation Project, FR10, Sheet 1 of 1, Excepting Water Regulation Feature Parcel and Channel Improvement Easement.
(Continued)

across DePere lock to a U.S. Government monument on the Westerly line of said previously described
DePere Lock "Recommended Legal Description";
thence, along said Westerly line, the following five (5) courses:

South 49°57'02" East, 182.26 feet, (South 49°57'57" East, 182.32 feet recorded);
thence South 14°16'31" East, 80.24 feet (South 14°22'27" East, 80.20 feet recorded),
to a U. S. Government monument;
thence continuing South 14°16'31" East, 39.48 feet, (South 14°22'27" East, 39.52 feet recorded);
thence South 39°46'46" East, 282.26 feet, (South 39°44'27" East, 282.18 feet recorded);
thence South 23°17'27" East, 75.05 feet, (South 23°16'40" East recorded),
to a 1-inch square bolt found as called for in 1899 notes;
thence North 79°33'21" East, 36.37 feet,
to a witness iron on shore;
thence North 79°37'19" East, 22.36 feet,
to the Southeasterly corner of a concrete wall of the bridge support pier;
thence, along said concrete wall, the following three (3) courses:
North 01°07'50" East, 65.73 feet;
thence North 31°28'28" West, 23.56 feet;
thence North 85°28'49" West, 2.07 feet,
to a point on a rock embankment shoreline;
thence, along said rock embankment shoreline, the following five (5) courses:
North 61°24'33" West, 70.03 feet;
thence North 44°27'45" West, 30.34 feet;
thence North 38°02'37" West, 24.71 feet;
thence North 40°47'44" West, 118.66 feet;
thence North 34°24'50" West, 25.39 feet;
thence, leaving said rock embankment shoreline,
North 00°57'49" East, 180.65 feet,
along the said Easterly line of DePere Lock "Recommended Legal Description"
to the face of the concrete revetment wall of lock structure;
thence continuing North 00°57'49" East, 9.31 feet,
to the Point of Beginning.
Said Channel Improvement Easement parcel contains 1.2 acres, more or less.

PREPARED FOR: U.S. ARMY CORPS OF ENGINEERS, DETROIT DISTRICT DACW35-01-D-001 DO# 0020A

DEPERE LOCK OVERALL BOUNDARY See previous FOX RIVER NAVIGATION PROJECT FR 10 SHT 1 dated 05/06/83 Dennis G. Tonelli, Land Surveyor Number S-1748 for Certified Boundary Survey. Note: This drawing is a composite drawing of previous surveys prepared for the U.S.A.C.E. Fox River Navigation Project and Gourdie-Fraser, Inc. surveys, file No. 990189 and is not intended to be a Certified Survey.		DATE: 5/15/02 P.M.: GS REVISIONS: 07-19-04	
 Gourdie-Fraser Municipal Development Transportation 123 West Front Street Traverse City, MI 49684 Ph: (231) 946-5874 Fax: (231) 946-3703 www.gourdiefraser.com	Location: PART OF THE PRIVATE CLAIMS IN BROWN COUNTY, WISCONSIN		DR.: MJF CKD: GS 021068, FR10SHT1
			SHT 5 of 5

GREEN BAY AND MISSISSIPPI CANAL COMPANY

TO

DEED.

UNITED STATES OF AMERICA.

This Indenture made the eighteenth day of September in the year of our lord, one thousand eight hundred and seventy-two between the Green Bay and Mississippi Canal Company, a Corporation existing under the laws of the State of Wisconsin, of the first part; and the United States of America of the second part. Whereas in and by an act of Congress entitled "an act for the improvement of water communication between the Mississippi River and lake Michigan by the Wisconsin and Fox Rivers approved July 7. 1870, to which reference is here made the Secretary of War was authorized to ascertain at any time he should deem proper within three years from the passage of said act, the sum which ought in justice to be paid to the Green Bay and Mississippi Canal Company a Corporation existing under the laws of Wisconsin as an equivalent for the transfer of all and singular the property and rights of property in and to the line of Water Communication between the Wisconsin River aforesaid and the mouth of the Fox River, including the Locks, dams, canals and franchises or so much of them as should in the judgment of said Secretary be made, and to that end he was authorized to join with said Company, in appointing a board of disinterested and impartial arbitrators one of whom should be selected by the Secretary aforesaid, another by said Company, and the third by the two arbitrators so selected. And whereas a board of arbitrators duly constituted and acting under and pursuant to said act of Congress did duly find and report to the said the Secretary of War by their report in writing bearing date on the fifteenth day of November Eighteen hundred and seventy-one that the sum which in justice ought to be paid to said Company as an equivalent for the transfer of all and singular the property and rights of property in and to the line of Water Communication aforesaid including its locks, dams, canals and franchises was the sum of Three hundred and twenty-five Thousand dollars and did further find and report that whereas under the act of Congress aforesaid the Secretary of War might in his judgment decide that the personal property of said Company might not be needed and that a part of the franchises of said Company viz: the Water powers created by the dams and by the use of the surplus waters not required for the purposes of navigation might not be needed the value of such personal property was the sum of Forty Thousand dollars and the value of such water powers and lots necessary to the enjoyment of the same subject to all rights to use the waters for purposes of navigation as the same is reserved in all leases made by said Company and subject also to all leases grants and assignments made by said Company was the sum of One hundred and Forty thousand dollars, which said sum was to be deducted from the said sum of three hundred and twenty-five thousand dollars in case the said Secretary or Congress should determine that said Water powers were not needed for public use and which said sum of Forty thousand dollars should also be deducted from said sum of Three hundred and twenty-five thousand dollars in case said Secretary or Congress should determine that the said personal property was not needed for the public use. And whereas the said the Secretary of War did pursuant to said act of Congress duly make his report in writing to Congress bearing date on the 8th day of March A. D. 1872. wherein and whereby he did among other things report in substance as follows to-wit: The Secretary is of opinion that the personal property appraised by said arbitrators as Forty Thousand dollars is not needed for public use. He is further of opinion that the franchises of said Corporation that are appraised by said arbitrators at the sum of One Hundred and Forty Thousand dollars, are not required for purposes of navigation and are therefore not needed deducting the above valuations of property franchises &c which in the opinion of the Secretary, are not needed, within the meaning of that word as used in said act the valuation of the remaining property franchises &c as found by said arbitrators is one hundred and Forty-Five Thousand dollars the Secretary reports to Congress that all the property franchises &c so valued at one hundred and forty-five thousand dollars are needed for purposes of navigation and that said amount of one hundred and forty-five thousand dollars is the sum which in his opinion might in justice to be paid to such corporation as an equivalent for the transfer to the United States of said property Franchises, &c so needed.

And whereas under and by an act of Congress entitled an act making appropriation for the repair preservation and completion of certain public Works on Rivers and harbors and for other purposes approved the 10th day of June A. D. 1872 Congress at its then present session did duly elect to take such property by making an appropriation to pay the amount awarded in the following language to-wit: For payment to the Green Bay and Mississippi Canal Company for so much of all and singular its property and rights of property in and to the line of Water Communication between the Wisconsin River and the mouth of the Fox River including its locks, dams,

canals, and franchises as were under the act of Congress for the improvement of water communication between the Mississippi River and Lake Michigan, by the Wisconsin and Fox Rivers, approved July Seventh Eighteen Hundred and Seventy reported by the Secretary of War to be needed in his communication to the house of Representatives dated March Eighth, eighteen hundred and seventy-two, one hundred and forty-five Thousand dollars. Now therefore this Indenture Witnesseth that in consideration of the premises and fully to comply with the requirements of the said act of Congress approved July Seventh eighteen hundred and seventy, and to accomplish the intents and purposes thereof and in consideration of the sum of one hundred and forty-five Thousand dollars paid by the United States of America, the said party of the second part the receipt whereof is hereby acknowledged, the Green Bay and Mississippi Canal Company the said party of the first part, hath granted bargained and sold and by these presents doth grant bargain and sell unto the said United States of America the party of the second part, the following described property rights Franchises &c situate in the State of Wisconsin, and described as follows to-wit: all and singular its property and rights of property in and to the line of Water Communication between the Wisconsin River aforesaid and the mouth of the Fox River, including its locks, dams, canals and franchises saving and excepting therefrom and reserving to the said party of the first part the following described property rights and portion of franchises, which in the opinion of the Secretary of War and of Congress are not needed for public use to-wit: First all of the personal property of said Company and particularly all of such property described in the list or Schedule attached to the report of said arbitrators and now on file in the office of the Secretary of War to which reference is here made, whither or not such property be appurtenant to said line of water communication. Second: Also all that part of the franchises of said Company viz: the water powers created by the dams, and by the use of the surplus waters not required for the purpose of navigation with the rights of protection and preservation appurtenant thereto and the lots pieces or parcels of land necessary to the enjoyment of the same and those acquired with reference to the same all subject to the right to use the water for all purposes of navigation as the same is reserved in leases heretofore made by said Company, a blank form of which attached to the said report of said Arbitrators is now on file in the office of the Secretary of War and to which reference is here made and subject also to all leases grants and assignments made by said company the said leases &c being also reserved herefrom. Together with all and singular the hereditaments and appurtenances unto the above granted and described property rights and franchises not so saved excepted or reserved belonging or in anywise appurtenant and all the estate right, title interest claim or demand whatsoever of the said party of the first part either in law or equity, either in possession or expectancy of in and to the above granted property rights and franchises, not so saved excepted or reserved, and their hereditaments and appurtenances To have and to hold the above granted and described property rights and franchises not saved excepted or reserved as aforesaid and every part and parcel thereof, together with the hereditaments and appurtenances thereunto belonging unto the said the United States of America party of the second part, its successors and assigns forever.

In witness whereof the said party of the first part hath hereunto caused its corporate seal to be affixed and these presents to be subscribed by its President and attested by its assistant Secretary pro tempore on the day of the date of these presents.
 } corporate seal of G. B. { SAMUEL MARCH,
 } & Miss. Canal Co. { President of Green Bay and Mississippi Canal Co.
 Attest: HENRY C. BLAKE,
 Assistant Secretary Pro Tempore of Green Bay and Mississippi Canal Co.

STATE OF NEW YORK, }
 CITY AND COUNTY OF NEW YORK, } SS. On this eighteenth day of September A. D. 1872, before me the undersigned a commissioner in and for the State of New York residing in the City and County of New York duly appointed by the Governor and under the laws of the State of Wisconsin, to take acknowledgment and proof of deeds and to administer Oaths &c to be recorded or used in the said State of Wisconsin personally came Samuel March, whom I know to be the person described in and who executed the within deed of Conveyance as President of the Green Bay and Mississippi Canal Company and whom I know to be such President, who being by me duly sworn did then and there depose and say that he resides in said State of New York that he is the President of the Green Bay and Mississippi Canal Company that he signed the within deed of conveyance as such President and caused the common and Corporate seal of said Company to him well known to be affixed thereto, by order and authority of said Company, as the act and deed for said Company for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my seal the 18th day of September A. D. 1872.

{ Commi. Wisconsin }
 { Seal in N. Y. } J. B. NONES,
 Commissioner for Wisconsin in and for New York
 No. 91 Duane St. cor. Broadway.

STATE OF NEW YORK }
 CITY AND COUNTY OF NEW YORK } SS. On this eighteenth day of September A. D. 1872 before me the undersigned a Commissioner in and for the State of New York, residing in the City and County of New York duly appointed by the Governor and under the laws of the State of Wisconsin to take the acknowledgment and proof of deeds and to administer Oaths &c to be recorded or used in the said State of Wisconsin personally came Henry C. Blake whom I know to be the person described in and who attested the within deed of conveyance as Assistant Secretary pro tempore of the Green Bay and Mississippi Canal Company and whom I know to be such assistant Secretary pro tempore, who being by me duly sworn did then and there depose and say that he is the Assistant Secretary pro tempore of the Green Bay and Mississippi Canal Company, that he attested the within Deed of Conveyance as such assistant Secretary pro tempore that he well knows the common and Corporate Seal of said Company and that the one to said Deed affixed is such common and corporate seal; that he so attested said Deed as the act and deed of such Company and by order and authority of said Company for the uses and purposes therein mentioned.

In testimony whereof I have hereunto set my hand and affixed my seal this eighteenth day of September A. D. 1872.

{ Comi. Wis. seal }
 { for N. Y. }

J. B. NONES,
 Commissioner for Wisconsin in and for New York,
 No. 91 Duane St. cor. Bdway.

Endorsed: Accepted Wm. M. Belknap Secy of War Sept. 23d 1872.



Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: Finance
FROM: Pamela Manley, Finance Director
SUBJECT: Resolution #25-34 Establishing Non-Lapsing Funds as of December 31, 2024.
RECOMMENDED ACTION: Motion to approve

The Finance Personnel Committee voted unanimously at its March 11, 2025 meeting to recommend approval of this item.

Annually departments review their budgets and request an encumbrance to carryover funds from one budget year to the next. These funds are for projects that were budgeted for but for one reason or another were unable to be completed within the budgeted year. In addition, there are several donation accounts that the city tracks that are included on this list to be available to be spent for their designated purpose in 2025. Attached is a listing of the department requests to encumber these funds to be used in 2025. The general fund total request of \$597,477.93 and the capital projects (excluding Utility portions) of \$1,494,959.50. The 2024 audit will begin March 30th, so no final fund balances are available currently. I recommend that the non-lapsing items be approved for carryover to 2025. Please feel free to contact me prior to the meeting with any questions.

ATTACHMENTS:
Reso25-34, 2024 Summary for Council 3.18.25

RESOLUTION #25-34

ESTABLISHING NON-LAPSING FUNDS
AS OF DECEMBER 31, 2024

WHEREAS, the Finance/Personnel Committee has reviewed the proposed listing of department requests to encumber funds budgeted in 2024; and

WHEREAS, the Committee recommends approval of such non-lapsing funds for carryover to 2025.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The City Manager and Common Council do hereby authorize that the listing of accounts as is attached hereto and incorporated herein by reference be established as non-lapsing funds as of December 31, 2024.

BE IT FURTHER RESOLVED THAT:

All City officers, officials and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of March, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 03/11/2025

City of De Pere
Non-Lapsing Fund Detail
December 31, 2024

DEPARTMENT	ITEM	AMOUNT	COMMENTS	Acct. #
Attorney	Consulting	80,777.95	Police and Fire Arbitrations; Outside Legal Counsel for Interim City Attorney support	100-51300-215
City Manager	Operating Supplies	6,000.00	Lighting project not completed in 2024. Will be done in early 2025.	100-51410-340
City Manager	Capital Outlay	15,412.38	Branding initiatives to be completed in 2025	100-51410-340
Community Center & Recreation Department	Materials/Supplies-Operational	352.09	Sherwin Williams Paint for painting project started in 2024	100-55140-340
Community Center & Recreation Department	Adult League Supplies	933.00	Request carry-over of remaining funds - Softballs for Adult Leagues - 14" balls \$800, 12" balls \$195. Allows us to get ahead on ordering and having enough supplies on hand as some times there are supply issues.	100-55300-362
Development Services	Excess Stadium Tax Proceeds	15,340.94	Unspent projects-Streetscape Project	100-53330-810
Development Services	Excess Stadium Tax Proceeds	634.53	Unspent project-Public Art Initiative	100-56700-215
Development Services	Consulting	20,600.00	Parking Study from Unassigned reserves for Consulting Services. First invoice was for \$750 in 2024.	100-56700-215
Development Services	Consulting	12,600.00	Idle Sites Grant App (2022 Carryover)	100-56700-215
Development Services	GIS-Repair and Maintenance Supplies	325.00	Drone iPad-purchased in 2024, invoiced in 2025 (Gen Fund-50%, Storm-50%)	100-56900-350
Development Services	Excess Stadium Tax Proceeds	44,540.07	Unspent projects including Public Art Initiative and Streetscape Project	Unobligated-restricted
Election	Capital Equipment	10,000.00	Purchase of voting tabulator did not occur in 2024; due to potential cost savings with county-wide group purchase in 2025/2026	100-51440-810
Finance	Capital Outlay	60,000.00	RFP for ERP Consulting not completed	100-51500-811
Fire Department	Act 102	19,268.49	Emergency Medical Services funding assistance program, paramedic training, support & improvements	100-43510
Fire Department	Donation Account	5,946.41	Fire Department various donations	100-48520
Fire Department	Stanley Donation Account	6,384.32	Department therapy dog's donation account. Used for vet bills, training, food, various other items for dog	100-48520-360
Information Management	Contractual Services	1,400.00	3rd party pen testing not completed in 2024. Will be completed in 2025. (Gen Fund-28%, Sewer-28%, Capital Proj-16%, Storm-28%)	100-51450-290
Information Management	Contractual Services	9,240.00	Document management wasn't completed in 2024. Will be completed in 2025-2026. (Gen Fund-28%, Sewer-28%, Capital Proj-16%, Storm-28%)	100-51450-290
Information Management	Contractual Services	2,240.00	Data backup infrastructure upgrade not completed in 2024. Will be completed in 2025. (Gen Fund-28%, Sewer-28%, Capital Proj-16%, Storm-28%)	100-51450-290
Information Management	Operating Supplies	1,120.00	Emergency Notification System not completed in 2024. Will be completed in 2025. (Gen Fund-28%, Sewer-28%, Capital Proj-16%, Storm-28%)	100-51450-340
Information Management	Operating Supplies	1,680.00	Network switch upgrade not completed in 2024. Will be completed in 2025. (Gen Fund-28%, Sewer-28%, Capital Proj-16%, Storm-28%)	100-51450-340
Parks and Recreation	Recreation Scholarships	51,502.14	Carry-over of donated funds for Financial Assistance Program (Recreation Scholarship)	100-46727
Parks and Recreation	Ice Arena Fund	70,445.46	Balance at end of 2024	100-47433
Parks and Recreation	Jerry Hasenberg Tree Memorial Donations	910.00	Balance in tree fund at end of 2024	100-48309
Parks and Recreation	Holiday Light Show	5,980.60	Profit for 2024 - Roll to 2025 to purchase additional lighting displays.	100-48515-340

DEPARTMENT	ITEM	AMOUNT	COMMENTS	Acct. #
Parks and Recreation	Video Security System	10,000.00	From 2020 - Rolled every year - Police Dept. taking care of implementation	100-55210-810
Parks and Recreation	Crackfilling and Sealcoat Program	10,000.00	Rollover\$10,000 of the remaining \$14,182 per Engineering - Preserve Trail was not completed in 2024 and will be part of 2025 program	100-55210-810
Police Department	Miscellaneous Donations	5,876.69	Rollover Account	100-43505
Police Department	K9 Donations	60,150.00	This amount represents unspent donations for K9 Care & Supplies	100-43507
Police Department	Training Funds	7,970.83	This amounts represents unspent state grants specific for training.	100-52100-190
Police Department	Office Supplies	1,533.78	Patrol Office remodel project not completed - for computer monitors	100-52100-310
Police Department	Building Maintenance	11,456.82	Project not completed - estimated to be completed early 2025 (cabinets)	100-52100-314
Police Department	Publicaions	200.00	Project not completed - estimated to be completed early 2025 (for open detective position)	100-52100-315
Police Department	Emergency Voucher Program	5,287.29	Donation Balance	100-52100-362
Police Department	Uniform Allowances	3,107.98	New handguns- rollover for holster and optics purchases	100-52100-392
Police Department	Capital Equipment	18,151.85	Honor Guard project not completed due to vendor, in process of locating new vendor. Motorola didn't process order for 3 radios until end of year - invoicing to be received as parts arrive in 2025.	100-52100-810
Public Works Maintenance	Fleet Maintenance-Capital Outlay	3,200.00	Labor to install arrow board/ exhaust equipment quote over budget increase in 2025/ misc replacemet tools not purchase in 2024 (Gen Fund-20%, Sewer-15%, Water-15%, Storm-50%)	100-53240-810
Sustainability	Consulting Services	4,976.50	Rollover to use for reimbursing residents for Greener Bay Compost services	100-51460-215
Sustainability	Office Supplies	2,000.00	Clean air CO monitors not completed in 2024; Carryover for use in 2025 and Farmers Market Booth supplies	100-51460-310
Sustainability	Operating Supplies	9,932.81	Pollinator gardens not completed in 2024. Will go out to bid in early-mid 2025	100-51460-340
TOTAL		597,477.93	* Amounts listed do not include Utility portions	

City of De Pere
Non-Lapsing Fund Detail
December 31, 2024

DEPARTMENT	ITEM	AMOUNT	COMMENTS	Acct. #
Cable	Capital Outlay	30,000.00	Everything is in place for purchase with all bids needed, but will need to execute it in 2025 due to holiday unavailability of vender to finish purchase process in 2024.	209-50000-810
Fire Department	Replacement Ambulance	175,000.00	2023A-Ambulance to arrive in Sept. 2025	415-52200-803
Fire Department	Replacement Ambulance	175,000.00	2024A-Ambulance to arrive in Sept. 2025	415-52200-803
Fire Department	Station #2 Furnace	34,545.58	Project started in 2024 to be completed in 2025	415-52200-809
Fire Department	Station #2 Storage Building	150,000.00	Awaiting bids in 2025	415-52200-806
Fire Department	Station Alerting System	28,598.84	January invoice for installation	415-50000-807
Parks & Public Lands	LED Light Replacement	13,831.50	Need quote to sandblast poles and paint	415-55210-811
Parks and Recreation	Community Center-Concrete Tables & Seating	12,500.00	Patio Furniture from Kirby Built ordered in Dec. 2024 but not delivered until January - total \$6,434.85. Request balance of \$6,065.15 to be used to replace trash receptables & planters @ Community Center	415-55140-802
Parks and Recreation	Riverwalk bollard replacement	40,000.00	Was not completed (10yr Note-2021)	415-50000-814
Parks and Recreation	Kiwanis Park Water Line Replacement	10,951.00	Roll to 2025 for new water fountain at park	405-50000-803
Parks and Recreation	Perkofski boat launch ticket machine	7,500.00	\$15,000 grant and note - Roll to 2024 did not apply wanted to finish outstanding grants (\$7,500 Short-term note-Dec. 2022)	415-50000-806
Police Department	Police/Roof HVAC	15,171.00	Project not completed - estimated to be completed in Spring 2025	415-52100-804
Police Department	Police Motorcycle	3,470.99	For monthly Lease payment	415-52100-808
Public Works	Install HVAC return grates	9,293.14	Waiting on door quote and there are 3 more rooms to complete.	415-51600-804
Public Works	Purchase Property for New Compost Site	98,900.00	2023 Borrowing-New Site not yet purchased	415-53460-802
Public Works	MSC - Install Four EV Charging Stations for Electric Fleet Vehicles*	13,750.00	Works has not been completed. This project is funded 55% general fund, 15% storm, 15% water, 15% sewer	415-50000-805
Public Works	Project 24-01	60,000.00	Project not closed-crackfilling/patching and resurfacing	405-50000-826
Public Works	Project 24-02	41,580.09	Final payment not yet made to contractor.	405-50000-803
Public Works	Street Management	215,766.27	2025 Lawrence Drive Reconstruction Partial Engineering. The project goes for several years. Each year I add more funds based on what was previously added.	405-50000-809
Public Works	Street Management	97,329.09	Main Avenue and Reid Street Pavement Replacement Partial Engineering. The project goes for several years. Each year I add more funds based on what was previously added.	405-50000-809
Public Works	Southbridge Segment 4 (GV-17)	60,063.02	Ongoing project. Expenses paid to Brown County	405-50000-853
Public Works	Southbridge Segment 5 (GV-18)	201,708.98	Ongoing project. Expenses paid to Brown County	405-50000-857
TOTAL		1,494,959.50	* Amounts listed do not include Utility portions	



City of De Pere, Wisconsin

1.28

Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: Finance
FROM: Pamela Manley, Finance Director
SUBJECT: Resolution #25-35 Approving Reclassification of Part-time Accountant Position to Assistant Finance Director Position Using Unassigned Reserves.
RECOMMENDED ACTION: Motion to approve

The Finance Personnel Committee voted unanimously at its March 11, 2025 meeting to recommend approval of this item.

ATTACHMENTS:

Reso25-35, Assistant Finance Director Position Request, Assistant Finance Director

RESOLUTION #25-35

APPROVING RECLASSIFICATION OF PART-TIME ACCOUNTANT POSITION TO ASSISTANT
FINANCE DIRECTOR AND ADJUSTMENT TO COMPENSATION PLAN GRADE LEVEL USING
UNASSIGNED RESERVES

WHEREAS, upon the recent resignation of the part-time Accountant position, City's Finance and Human Resources Departments have proposed reclassifying that part-time position into a full time Assistant Finance Director position to increase efficiencies in department operations, to create a structure consistent with other like-sized municipalities in the area, as well as to ensure the seamless continuation of department functions in the absence of the Finance Director/Treasurer; and

WHEREAS, the cost of reclassification will necessitate the use of Unassigned Reserves to fund a portion of the position for 2025 and will thereafter be allocated in the budget for subsequent years; and

WHEREAS, the Finance/Personnel Committee has reviewed the staff recommendation to reclassify the part-time accountant position into a full time Assistant Finance Director position and recommends approval thereof.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves the reclassification of the part-time Accountant position to full time Assistant Finance Director the Finance Department under the City's Table of Organization.

BE IT FURTHER RESOLVED THAT:

The Assistant Finance Director position shall be assigned to Pay Grade O within City's Compensation Plan Grade Order List.

BE IT FURTHER RESOLVED THAT:

All City officers, officials and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of March, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 03/11/2025

CITY OF DE PERE MEMO



To: Honorable Mayor and Members of the Finance Committee
Larry Delo, City Manager
From: Pam Manley, Finance Director
Shannon Metzler, HR Director
Date: March 11, 2025

RE: Finance Department-Position Reclassification

In February our part-time Accountant resigned. This position worked 18/hr. per week. The Finance Department needs higher-level experienced support. The former Finance Director had previously requested a similar Assistant Finance Director position to try and meet the needs of the department but due to budget constraints attempted to do this with the recently vacant part-time Accountant position. There is still a significant amount of work that is not getting done timely with no capacity for additional work. This request would be consistent with the structure of other municipalities our size around the area including Ashwaubenon and Grand Chute. We would recommend the reclassification of the part-time Accountant to a full-time Assistant Finance Director position.

The Assistant Finance Director's primary responsibilities as detailed in the attached job description include overseeing the accounts payable process and completing the daily reconciliation of the City's general bank account. This position would be able to carry on the functions of the Finance Director in my absence. In addition, this position would be an integral part of the implementation of a new ERP. With the current workload in the Finance Department, we have not had the time to even issue an RFP for ERP Consulting and a needs assessment. The implementation of an ERP will be a multiple year process. The first year will be the needs assessment and RFP process for an ERP. Once an ERP is selected there will be another year of implementation and training.

The recommended placement for this position would be Pay Grade O, with a salary range of \$90,792 - \$129,708.80 and a hiring range of \$90,792 - \$108,950.40. With a calculated starting salary of \$98,592, the estimated annual fiscal impact would be \$141,195. Using the same allocation as the PT Accountant which is 50% General Fund, 25% Sewer, and 25% Water, and a start date in June the estimated General Fund request from unassigned reserves would be \$34,107.50.

Please feel free to contact Pam or Shannon prior to the meeting with any questions.

CITY OF DE PERE, WI

POSITION DESCRIPTION



Job Title: Assistant Finance Director	Department/Division: Finance
Reports to: Finance Director	Supervises: Accounting Clerk
FLSA Classification: Exempt	Employee Group: Non-Represented
Minimum Education: Bachelor's degree from an accredited college or university in Accounting, Finance, or a related field.	
Minimum Experience: Five or more years of experience in accounting or similar field, including supervisory experience. A combination of equivalent experience and/or education may be considered.	
Minimum Certifications: Certifications such as Certified Public Finance Officer, Certified Public Accountant, or Certified Management Accountant are preferred but not required.	
Other Requirements: Valid unencumbered Wisconsin driver's license and safe driving record.	

JOB SUMMARY:

This position assists the Finance Director in the management, direction, and control of the Finance Department. The Assistant Finance Director is expected to be able to carry on the functions of the Finance Director in his/her absence. This position assists with specific accounting functions, accounts receivable, and overseeing the accounts payable processing; cash receipting and reconciliation; tax collection and reporting; and all other financial transactions. Assist with maintaining the accounting system for the city.

ESSENTIAL FUNCTIONS:

The following duties are essential for this position. However, they are not to be construed as exclusive or all-inclusive. To be successful in this position, an individual must be able to perform each duty satisfactorily. Other duties may also be required or assigned.

- Oversee or perform accounting transactions related to accounts receivables and collection of delinquent accounts.
- Provide direction to and supervision of cash receipting. Assist other City departments with cash handling and financial records as needed.
- Reconcile daily cash deposits; assist in balancing cash drawers and troubleshoot imbalances.
- Assist with accounting, budgeting and analysis; perform month-end reconciliations; assist auditors with year-end audits.
- Assist the Finance Director in managing the City's banking relationships, cash management services and City-wide investment function, and monitor deposit and withdrawal of banking activity. Record investment transactions and reconcile related general ledger accounts and prepare monthly cash management and investment summary reports. Process fund transfers between bank accounts, wire transfers and ACH payments as needed.
- Oversee accounts payable processing, supervising the Accounting Clerk, reviewing weekly checks and drafts, and processing of 1099's.

- Balance, collect and reconcile the property tax process including creating the annual special assessment file for the tax roll.
- Maintain capitalized fixed asset ledgers for equipment, vehicles, land, and buildings, including identifying additions and dispositions.
- Provide training on financial software and procedures.
- Perform other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of:

- Considerable knowledge and understanding of governmental fund accounting principles and practices.
- Considerable knowledge of Generally Accepted Accounting principles.
- Laws and regulations applicable to municipal financial responsibilities.
- The City, Department, and Division's operating requirements, policies, procedures, and practices; and local, state, and federal regulations related to department programs and operations.
- Principles and practices of effective, respectful employee supervision.
- Standard office practices and procedures including business English, business document format, spelling, grammar, punctuation, vocabulary, filing and math.
- Computer software including word processing, spreadsheet, database applications, accounting and specialized software consistent for this position.
- City and Department functions to effectively screen inquiries and process related documents.

Skill in:

- Establishing and revising financial and accounting procedures.
- Recommending, coordinating, implementing, and maintaining financial information systems.
- Preparing complex reports, budgets, and presentations.
- Analyzing complex administrative information and issues, defining problems and evaluating alternatives and recommending methods, procedures, and techniques for resolution of issues.
- Setting realistic objectives. Seeks opportunities to develop others. Prioritizes team goals over individual goals.
- Researching and understanding complex written materials; maintaining accurate internal records.
- Operation of office equipment to effectively perform the duties and responsibilities of the position.
- Applying problem solving, logic and reasoning to determine solutions, conclusions or approaches to problems.

Ability to:

- Interpret, evaluate, and prepare financial and statistical reports.
- Maintain effective accounting/bookkeeping procedure, ability to carry out assigned projects to their completion.
- Apply logic and reasoning to analyze various financial data and determine conclusions, corrections, and revisions.
- Interpret and implement local policies and procedures; written instructions, general correspondence; Federal, State, and local regulations.
- Instruct, train, and mentor in methods and procedures related to the organization.
- Oversee the work of staff including coordinating, assigning, monitoring, and evaluating work; hiring, training, counseling, and disciplining staff; managing time-off and maintaining personnel records.
- Make accurate and independent decisions.
- Prioritize and plan for efficient use of resources, and monitors progress against objectives.
- Convey complex information clearly. Anticipate the information others will need.

- Influence the behavior of others through persuasion and encouragement. Manage conflict or other sensitive issues tactfully and effectively.
- Organize, schedule, prioritize and perform duties with limited supervision.
- Observe, follow oral and written instructions, and complete assignments accurately and within deadlines.
- Communicate effectively both orally and in writing with business representatives, elected officials, department heads, the public, and other City employees with courtesy and tact.
- Develop and maintain effective working relationships with staff and the public.
- Maintain confidentiality and discretion regarding information read or heard.
- Utilize a computer and required software.
- Work the required hours of the position.

PHYSICAL AND WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential duties and responsibilities of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Work is performed in a typical indoor office setting sitting at a desk in front of a computer.
- This work requires the occasional exertion of up to 25 pounds of force; work regularly requires sitting, frequently requires standing, speaking or hearing, using hands to finger, handle or feel and repetitive motions and occasionally requires walking, stooping, kneeling, crouching or crawling and reaching with hands and arms.
- Specific vision abilities required by this job include close, distance and peripheral vision; depth perception; and the ability to adjust focus.
- Acceptable verbal and conversation skills to effectively communicate with others in English.
- Ability to read and write English and interpret documents.
- Acceptable verbal and conversation skills to effectively communicate with others via the phone, at meetings and to greet and assist visitors.
- Frequent use of phone handset and repetitive use of hand & fingers to operate office equipment, use computer keyboard & computer mouse and to perform other office tasks.

All of the above is not to be construed as an exhaustive statement of duties, responsibilities or requirements. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. Nothing in this position description limits management's right to assign or reassign duties and responsibilities to this job at any time. This position description does not constitute an employment agreement between the Employer and Employee and is subject to changes as the needs of the Employer and requirements of the position change. I have read the above position description and understand the duties and responsibilities of the position.

Employee Name (Please Print)

Date

Employee Signature

The City is an Equal Opportunity Employer. In compliance with state and federal law, the City will provide reasonable accommodations to individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Employees needing reasonable accommodation should discuss the request with the employee's supervisor or Human Resources.



Request for Common Council Action

MEETING DATE: March 18, 2025
DEPARTMENT: Finance
FROM:
SUBJECT: Resolution #25-36 Authorizing Transfer of \$25,279.79 From
Unassigned Reserves for Over-Hire of One Firefighter for 2024.
RECOMMENDED ACTION: Staff requests approval

At the April 16, 2024, Common Council meeting, the Council approved the over-hire of 1 Firefighter for 2024. The Fire Dept. had one over-hire from July 1st-October 7th at a cost of \$25,279.79. This is the formal budget amendment process to allocate unassigned reserves to the accounts listed on the attachment.

ATTACHMENTS:

Reso25-36, 2024 Fire Overhire, Common Council Meeting - 4.16.24-Fire Over-Hire Item 11

RESOLUTION #25-36

AUTHORIZING TRANSFER OF \$25,279.79 FROM UNASSIGNED
RESERVES FOR OVER-HIRE OF ONE FIREFIGHTER FOR 2024

WHEREAS, on April 16, 2024, the Common Council approved the over-hire of one firefighter for 2024; and

WHEREAS, the Fire Department utilized one over-hire from July 1, 2024, to October 7, 2024, at a cost of \$25,279.79; and

WHEREAS, a formal budget amendment is required to allocate funds expended from Unassigned Reserves for the over-hire.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves the transfer of funds from City's Unassigned Reserves account in the amount of \$25,279.79 and authorizes the allocation as indicated on the attached document attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED:

That all city officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of March, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Fire Overhire
7/1/24-10/7/24

Wages	18,441.91
Dental	134.00
Health	2,038.39
HRA	250.00
Disability	59.92
Life Insurance	5.29
Work Comp	562.48
WRS	3,526.12
Medicare	261.68
Total Cost	25,279.79

100-52200-120	18,441.91
100-52200-150	261.68
100-52200-151	3,526.12
100-52200-152	3,050.08
	25,279.79

8. Recommendation from the Sustainability Commission to approve operating 2024 Farmers Market Sustainability Booth.

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

9. Recommendation from the Sustainability Commission to eliminate No Mow May.

Alderperson Hansen moved, seconded by Alderperson Gantz to open the meeting. Upon vote, motion carried unanimously. Residents Dona Persson and Karen Miller spoke in opposition to No Mow May, but spoke in favor of other measures to encourage pollinators. Alderperson Hansen moved, seconded by Alderperson Ledvina to close the meeting. Upon vote, motion carried unanimously.

Discussion followed regarding the Sustainability Commission's plan to continue public education on other ways to assist pollinators, and promote the City ordinance that allows natural plantings.

Assistant City Engineer Chase Kuffel noted that staff has a list of properties that registered for No Mow May last year, and they will send a letter to those residents alerting them to the elimination of No Mow May. He confirmed that any residents who stop mowing their lawn during the month will receive education rather than negative consequences.

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

10. Recommendation from Finance & Personnel Committee to approve purchase of station alerting system for Fire Department, with additional funding in the amount of \$66,141.21 requested from Unassigned Reserves.

Alderperson Hansen moved, seconded by Alderperson Kunding to approve the purchase, with additional funding to come from bonding instead of unassigned reserves. Fire Chief Al Matze answered questions about the timing of the purchase and installation.

RESULT:	APPROVED BY ROLL CALL VOTE WITH ADDITIONAL FUNDING FROM BONDING [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley
EXCUSED:	Dean Raasch

11. Recommendation from Finance/Personnel Committee to Approve over-hire of 1 Firefighter for 2024, with additional funding requested from Unassigned Reserves.

This approval is for a one-time request, with subsequent over-hires to be added to the budget process.

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

12. Recommendation from Finance/Personnel Committee to Approve over-hire of 1 police officer for 2024, with additional funding requested from Unassigned Reserves.

This approval is for a one-time request, with subsequent over-hires to be added to the budget process.

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

13. Recommendation from the Board of Public Works to deny funding the installation of Left Turn Lanes on Main Avenue at Eighth Street.

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

14. Recommendation from the Board of Public Works to delay seeking consultant proposals until the Supreme Court rules on the Village of Pewaukee transportation utility.

City Attorney Tony Wachewicz reported that the case is still going through the appeals process, with a final ruling at least a year away. He noted that the League of Wisconsin Municipalities will be writing a brief in support of this issue.

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

15. Recommendation from the Board of Public Works on award of Contract 24-02 Ridgeway Drive Pavement Rehabilitation to Kruczek Construction, Inc. in the amount of \$1,577,777.77.