



Board of Public Works

Regular Meeting

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

Agenda

Monday, November 13, 2023

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Board of Public Works** of the City of De Pere will be held on **November 13, 2023** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET, DE PERE.**

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

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

OR

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

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

Access Code: 154-883-285

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at <http://deperewi.igmp2.com/>.

I. Call to Order

1. Roll Call

II. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Board of Public Works. Section 6-3(f) DPMC

III. Items

- 1. Approval of the October 9, 2023 Board of Public Works Meeting Minutes**
- 2. Consideration and possible action on a request for installation of terrace walk at 220 S. Michigan Street**
- 3. Consideration and possible action on DOT – Revised Municipal Agreement for STH 32***
- 4. Consideration and Possible Action on PFAS Class Action Litigation**
- 5. Consideration and Possible Action on City Hall Roof Fall Restraint Project***
- 6. Consideration and possible action on City Engineer Parking and Traffic Recommendations***
- 7. Discuss City Engineer Recommendations on No Action Parking and Traffic Discussion Items**
- 8. Consideration and possible action on proposed easement- Project 23-09***

IV. Future Agenda Items

V. 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.

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

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, Monday, November 13, 2023 so that arrangements can be made.

Agenda Sent To:

MAYOR

ALDERPERSONS

DEPARTMENT HEADS

DEFINITELY DE PERE

ST FRANCIS XAVIER PARISH

DE PERE CHAMBER OF COMMERCE

TV, NEWSPAPERS & RADIO

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WI DOT



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: November 13, 2023

DEPARTMENT: Board of Public Works

FROM: Betty Marovich

SUBJECT: Approval of the October 9, 2023 Board of Public Works Meeting Minutes

ATTACHMENTS:

- 2023 1009 BOPW_Draft Minutes (PDF)



Board of Public Works

Regular Meeting

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

Draft Minutes

Monday, October 9, 2023

7:30 PM

Council Chambers and Virtual

I. Call to Order

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

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

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

II. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Board of Public Works. Section 6-3(f) DPMC

None

III. Items

1. Approval of the September 11, 2023 Board of Public Works Meeting Minutes

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

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

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

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

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

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

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

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

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

Upon vote, the motion passed unanimously.

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

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

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

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

4. Main Avenue Underpass No-Mow-Summer Evaluation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Alderson Hansen commented that he recently read a news story that stated that Green Bay planned to install a large number of RRFB and he thought that might increase the number of requests De Pere sees for installation.

Mr. Rakers concluded by outlining a request to evaluate the location of "Pedestrian Ahead" sign on George Street.

Alderson Hansen commented that the sign could be in that location for the next intersection. Mr. Rakers stated that could be true or that it is to mark the entire corridor of pedestrian crossings or the school. Alderson Raasch asked a follow-up question with regards to three hour parking by Notre Dame School. Mr. Rakers and Mayor Boyd stated it was signed and there have not been any issues or complaints.

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

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

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

Upon vote, the motion passed unanimously.

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

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

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

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

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

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

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

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

Alderperson Hansen outlined the request he received regarding the service sign on S. Broadway Street and the responses staff received from the service groups when contacted with regards to the two service group signs in the City.

Mayor Boyd suggested removing the signs. Alderperson Raasch agreed with taking the signs down.

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

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

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

Upon vote, the motion passed unanimously.

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

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

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

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

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

Upon vote, the motion passed unanimously.

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

IV. Future Agenda Items

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

V. Adjournment

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

Respectfully submitted,
Betty Marovich



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: November 13, 2023

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consideration and possible action on a request for installation of terrace walk at 220 S. Michigan Street

ATTACHMENTS:

- 2023_1113_BOPW_Terrace Walk_220_Michigan (PDF)
- Terrace Paving Request (PDF)
- SFX Terrace Request (PDF)

CITY OF DE PERE MEMO



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

From: Eric Rakers P.E., City Engineer

Date: November 13, 2023

RE: **Consideration and possible action on a request for installation of terrace walk at 220 Michigan Street**

The Engineering Department received a request (see attached) from the property owner at 220 Michigan Street to install a terrace walk/paved terrace on Charles Street. The area will be used to stage caskets and provide ample space for funerals with military honors.

The additional sidewalk in the terrace requires Board of Public Works (BOPW) approval per the following from the Ordinance:

Sec. 22-21. Terraces.

(a) Generally. "Terrace", as used in this section, means all that portion of any public way, street or highway right-of-way that is not paved or surfaced for vehicular traffic, not including boulevards. Every owner of land in the city whose land abuts any terrace is required to maintain, or have maintained by its tenant, the terrace directly abutting such land as follows:

(2) All that part of the terrace not covered by a sidewalk shall be kept free and clear of all noxious weeds, as defined in section 94-6(3), and shall not be paved, surfaced, or covered with any material which shall prevent the growth of plants and shall be maintained as a lawn, except in areas specifically approved by the board of public works.

Staff recommends the BOPW approve the installation of the terrace walk with the cost for installation, maintenance, and future replacement to be paid by the property owner at 220 Michigan Street.

Eric Rakers

From: 1marvwall@gmail.com
Sent: Tuesday, October 10, 2023 7:32 AM
To: Eric Rakers; Chase Kuffel
Cc: 'Fr. Mike Ingold'
Subject: RE: City Project Coordination
Attachments: SFX Terrace Request.docx

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks Eric,

St Francis Xavier Parish would like to construct a terrace walk outside the Northeast entrance to the church and social hall. The area depicted on the attached is approximately 200 sq ft.

This area will be use to stage caskets for funerals and provide ample space to funerals with military honors. This space is intended to replace the terrace space lost due to the construction of the cul-de-sac curb from the alley at the end of Charles Street.

Please let me know of you need any other information for this request.

Thanks,
 Marvin Wall
 Finance Committee
 St Francis Xavier Parish

From: Eric Rakers <erakers@deperewi.gov>
Sent: Tuesday, October 10, 2023 6:51 AM
To: Marv Wall <mwall@mulvacenter.org>; Chase Kuffel <ckuffel@deperewi.gov>
Subject: RE: City Project Coordination

Hi Marv,

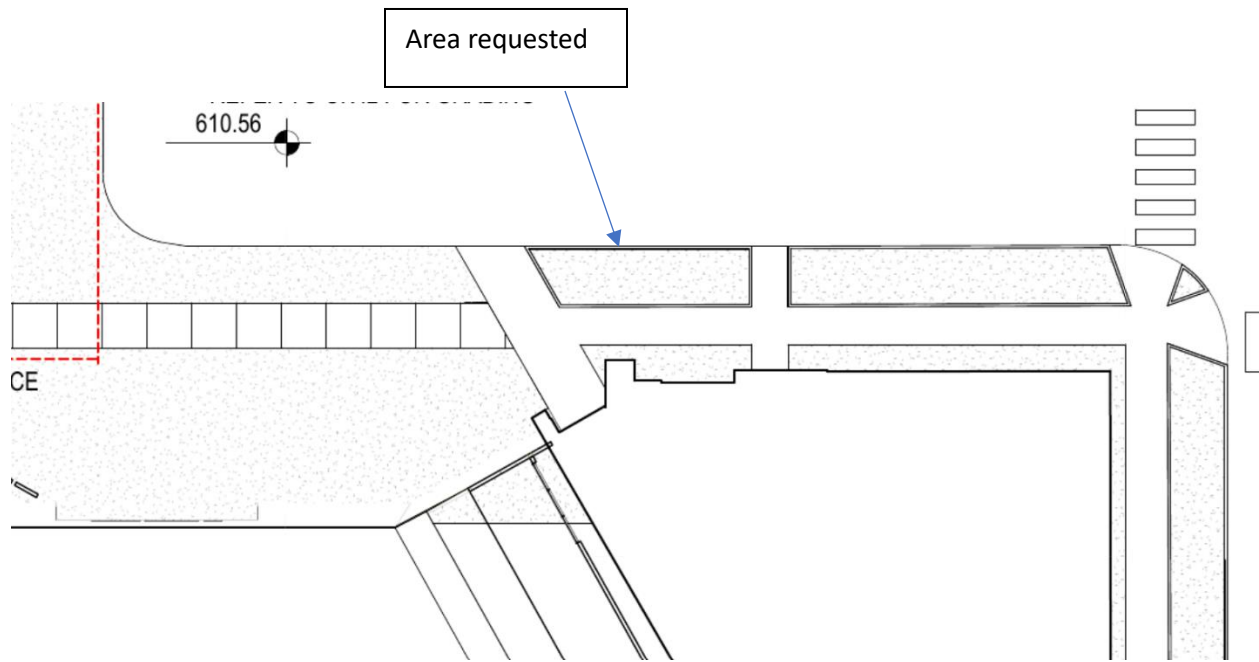
Any addition to your current terrace walk, which is being replaced with the project, needs to be approved by the Board of Public Works. The next Board of Public Works is November 13th. If you would like this on the meeting agenda, just send an e-mail requesting on behalf of the church and your role with the church since you are not the owner. I will also need a drawing showing the limits of the terrace you would like to be concrete.

Our concrete work will be completed by then, and hopefully the entire project, so you will need to hire someone to complete the work. We can discuss in more detail coordination between your project and ours once we have a map showing the limits of the work.

Eric

Eric Rakers, P.E.

City Engineer | [City of De Pere](#)
 925 S. Sixth Street | De Pere, WI 54115
 Tel: (920) 339-4061 | Fax: (920) 339-4071





City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: November 13, 2023

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consideration and possible action on DOT – Revised Municipal Agreement for STH 32*

ATTACHMENTS:

- SMA STH 32 Agreement Revision #2 11-13-2023 (PDF)
- State - Municipal Agreement STH 32 Main Ave - Revision #2 11-13-2023 (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members

From: Scott J. Thoresen, Director of Public Works

Date: November 7, 2023

RE: Consideration and possible action on DOT – Revised Municipal Agreement for STH 32*

Attached is revision #2 for the State / Municipal agreement (SMA) for the improvements for STH 32 (Main & Reid) from 3rd Street to 8th Street. The anticipated proposed improvements will consist of a pavement replacement and resurfacing. The estimated cost for the project at this time has increased from \$3,809,000 to \$11,618,880. The City's estimated cost share (design & construction) at this time is \$1,939,870. The reason for the increase is the DOT has now completed their scoping of the project which means they now know the extent of the work that needs to be done. In addition, the DOT has identified the actual items the City will be responsible for which are as follows:

- Roadway items (sidewalks, terraces, parking lanes) = \$667,000
- Street lighting = \$230,000
- Community Sensitive Solutions (These are streetscape items such as stamped concrete, tree plantings, landscaping, benches, etc.) = \$132,250
- Slope improvements on Main Avenue at railroad bridge (Estimate is based on slope paving existing slopes) = \$460,000
- Storm Laterals = \$46,000
- Utility Adjustments (Items such as sanitary manholes) = \$27,600
- Main Avenue & Eighth Street Improvements = TBD

Estimated Total Construction Costs = \$1,562,850

Staff recommends the BOPW approve this agreement and forward to Council for approval.



Revision 2
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT

This agreement supersedes the agreement signed by the Municipality on September 01, 2022 signed by WisDOT on September 13, 2022.

Revision #2 Date: November xx, 2023

I.D.: 4190-17-00/71/72

Road Name: STH 32

Title: Main & Reid St, C De Pere

Limits: 3rd Street – 8th Street

County: Brown

Roadway Length: 1.1 miles

The signatory **city of De Pere**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request:

The existing facility is a connecting highway.

Main Street, between Third Street and Sixth Street is an urban, 2-lane (one-way) non-divided section with parking on both sides, a bike lane, curb and gutter and sidewalk on both sides. This concrete section was constructed in 1953 and has not been overlaid. Main Street, between Sixth Street and Seventh Street is an urban, 3-lane (two-way) non-divided section with no parking, no bike lanes, curb and gutter and sidewalk along one side. This section has been overlaid. Main Street, between Seventh Street and Eighth Street is an urban, 4-lane (two-way) non-divided concrete section with no parking, no bike lanes, curb and gutter and sidewalk on both sides. This section has not been overlaid.

Reid Street's section varies, the majority is an urban 2-lane (one-way) non-divided section with parking on both sides, no bike lane, curb and gutter and sidewalk on both sides. The section west of Fourth Street is asphalt and the section east of Fourth Street is concrete.

Third Street is an urban, 3-lane (one-way) non-divided section with parking on one side, a bike lane, curb and gutter and sidewalk on both sides. This section is concrete (constructed in 2007).

Improvements were identified on the 2020 Pavement Management Decision Support System (PMDSS).

Proposed Improvement - Nature of work: The proposed improvements will consist of a pavement replacement improvement (4190-17-71) and **a pavement preservation project (4190-17-72).**

Project 4190-17-71 will begin on Main Street between Third Street and Fourth Street and will extend to the Eighth Street intersection; it will also include Reid Street beginning at Sixth Street and ending just west of the Fourth Street intersection. **The proposed improvements will consist of common excavation, concrete pavement, base aggregate, select crushed, storm sewer, curb ramps, curb and gutter, concrete sidewalk, street lighting, and incidentals.**

Project 4190-17-72 will include Reid Street, beginning just west of the Fourth Street intersection and will extend to the intersection of Third Street; it will also include Third Street from Reid Street to the Claude Allouez Bridge. **The proposed improvement will consist of concrete pavement repair and curb ramp replacements.**

Project details will be further defined as this project continues through the **design** process.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: It is anticipated that water and sanitary sewer will be replaced prior to or in conjunction with these projects. The Municipality will also be responsible for any sanitary manhole or water valve adjustments. **It is anticipated the city will include non-participating items in the**

projects such as parking lanes, sidewalk, community sensitive solutions (CSS) items, slope improvement, storm sewer laterals, hazmat cleanup necessitated by the project, and the Municipality's portion of street lighting.

		TABLE 1:	SUMMARY OF COSTS				
			Total	Federal/State		Municipal	
		Phase	Est. Cost	Funds	%	Funds	%
¹Preliminary Engineering:							
	4190-17-00	Plan Development Phase 1	\$ 697,079.84	\$ 522,809.88	75%	\$ 174,269.96	25%
		Plan Development Phase 2	\$ 700,000	\$ 525,000	75%	\$ 175,000	25%
		Department Design Oversight	\$ 111,000	\$ 83,250	75%	\$ 27,750	25%
Real Estate Acquisition:							
		Acquisition TBD	\$ -	\$ -		\$ -	
¹Construction:							
	Participating:	4190-17-71					
	Category 0010 - Roadway		\$ 9,903,800	\$ 8,340,950	%		
	Non-Participating					\$ 1,562,850	%
	Participating:	4190-17-72					
	Category 0010 - Roadway		\$ 207,000	\$ 207,000	%		
	Non-Participating (TBD)					\$ -	%
Total Cost Distribution			\$ 11,618,880	\$ 9,679,010		\$ 1,939,870	
1. Costs shown are estimates only and may be updated throughout design.							

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 3– 5); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the city of De Pere (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name	Title
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:

- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 6. The work will be administered by the State and may include items not eligible for federal/state participation.
 7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 8. Basis for local participation:
 - (a) Project ID 4190-17-00: The Municipality will be responsible for 25% of the design for the anticipated pavement replacement and pavement preservation projects. Any additional work per the request of the Municipality will be funded by the Municipality.
 - (b) Project ID 4190-17-71: Non-participating construction costs and cost share will be further defined as this project continues through the design process. Construction estimates include 15% construction engineering. Below is a list of known items.
 - a. Roadway Items (Sidewalks, Terraces, Parking Lanes including roadway base courses etc) - \$667,000
 - b. Street Lighting (Following policy on cost participation) – \$230,000
 - c. Community Sensitive Solutions (CSS) (IE: Stamped concrete, plantings, benches, etc) – \$132,250
 - d. Slope Improvement on Main Avenue in area of CN Railroad bridge (slope improvement type and design to be determined, estimate of an assumed improvement cost of concrete slope paving

included) – \$460,000

e. Storm Laterals – \$46,000

f. Utility Adjustments – \$27,600

g. Main Ave. & 8th St. Intersection Improvements – TBD (*Needed improvements at this intersection including the traffic signal are being evaluated to determine the cost sharing between the Municipality and the State*)

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: November 13, 2023

DEPARTMENT: City Attorney

FROM: Anthony Wachewicz

SUBJECT: Consideration and Possible Action on PFAS Class Action Litigation

ATTACHMENTS:

- BOPW PFAS Class Action Litigation Memo (PDF)

CITY OF DE PERE MEMO



To: Board of Public Works Members
James Boyd, Mayor
Common Council Members
Lawrence Delo, City Administrator

From: Tony Wachewicz, City Attorney
Eric Erdman, Assistant City Attorney

Date: November 9, 2023

RE: **Class Action PFAS Litigation – DuPont and 3M**

I would like to provide a general overview and update concerning two proposed class-action litigation settlements regarding PFAS contamination involving both the DuPont and 3M corporations. PFAS is an abbreviation for Perfluororalkyl and Polyfluoroalkyl substances, which may also be known as “forever chemicals” due to their persistent existence as a contaminant in a variety of environmental locations or products.

To begin, a large class of plaintiffs sued both DuPont and 3M concerning their alleged liability for producing PFAS contamination. The class of plaintiffs, which includes many different parties including municipal water systems, has reached a settlement with each company in separate lawsuits. As a result of the proposed settlements, decisions must be made by members of the class of plaintiffs on whether to accept the settlement terms and conditions in exchange for a release of claims OR to opt out of the proposed settlements. Given the recent notices provided to members of the class and quickly approaching deadlines set by the Court as part of the settlement agreement process, this issue needs to be brought forward for a decision as to whether the City should accept or opt out of the proposed settlements.

The City is a member of the class of plaintiffs under these lawsuits because it either is a public water system or collects from any water source. Previously, the City has performed a variety of testing over the years for both the EPA and DNR concerning its water. The City has found very minimal levels of PFAS in its water to date under this testing.

Currently, staff is conducting a review of its testing results and how it applies under the formula contained in the settlement to determine the potential amount that the City may receive if it chooses to accept the settlement. In addition to that potential monetary recovery, accepting the settlement will also require additional testing that will be a cost to the City. However, the City is currently performing testing for compliance with DNR and EPA requirements, which will include ongoing testing that the Water Utility has essentially factored in and/or budgeted for moving forward.

The main question to consider is whether the amount of money the City may recover in the class action litigation is a worthy value in exchange for the release of claims that will not be able to be brought against either company in the future if some other liability comes to light. Presently, staff has not been able to determine that amount and will continue its efforts to do so in the very near future. Regardless, staff felt it important to update the Board and the Council concerning this matter given the timing and imminent deadlines in the weeks ahead. Additionally, members of the Brown County Central Water Authority have very recently had discussions concerning whether the member communities will accept the settlement or opt out. At this time, it sounds like a few of the members are leaning towards opting-out of the settlement.

Finally, if you would like to review more specific and/or additional information, you may do so at the following links:

<https://www.lwm-info.org/1560/PFAS>

<https://www.pfaswatersettlement.com/>

I hope that the foregoing has provided a general overview in advance of the meeting concerning the pending class action litigation in relation to PFAS. Please do not hesitate to contact me if you need any further information or clarification. Thank you.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: November 13, 2023

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consideration and Possible Action on City Hall Roof Fall Restraint Project*

ATTACHMENTS:

- Consider City Hall Green Roof Fall Restraint Project 11-8-2023 (DOCX)
- City Hall Green Roof Fall Restraint Project 11-8-2023 (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: November 8, 2023
RE: Consideration and Possible Action on City Hall Roof Fall Restraint Project*

The City hired Robert E. Lee & Associates (REL) to design and bid the installation of fall restraint railing on the City Hall's green roof. The project was bid and REL received the following bids:

IEI General Contractors, De Pere, WI	= \$ 62,500.00
Bayland Buildings, Hobart, WI	= \$ 90,395.00

REL reviewed the bids and is recommending (See attached) awarding the project to IEI General Contractors in the amount of \$62,500.00. The funding for this project was approved under the 2023 budget under capital projects in the amount of \$100,000.

If you should have any questions or concerns regarding this matter, feel free to contact my office.

November 8, 2023

Mr. Scott Thoresen
CITY OF DE PERE
925 South Sixth Street
De Pere, WI 54115

RE: City Hall Green Roof Fall Restraint
Contract 404-23-01

Dear Mr. Thoresen:

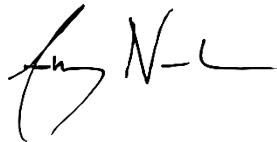
Bids were opened on November 2, 2023, for the City Hall Green Roof Fall Restraint project, Contract 404-23-01. Bids were received from two (2) contractors, ranging in cost, from \$62,500.00 to \$90,395.00 for the base bid. The low bidder was IEI General Contractors, De Pere, WI. A bid tabulation is enclosed.

We have reviewed the documents submitted with the bids and everything appears to be in order. Therefore, we recommend the City award the contract to IEI General Contractors for the bid amount of \$62,500.00.

If you have any questions, please do not hesitate to call our office.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Ashley Nelson, P.E.
Transportation Manager

AN/LAR

ENC.

ITEMIZED BID TABULATION

OWNER: CITY OF DE PERE

PROJECT: City Hall Green Roof Fall Restraint

CONTRACT: 404-23-01

BID DATE: November 2, 2023 - 10:00 a.m.

Line Item	Item Code	Item Description	Unit	Qty.	IEI GENERAL CONTRACTORS De Pere, WI		BAYLAND BUILDINGS Hobart, WI	
					Unit Price	Extension	Unit Price	Extension
1	5000.01	Structural Steel Railing, Complete.	LF	308	\$199.67	\$61,498.36	\$202.63	\$62,410.04
2	5000.02	Mobilization, Complete.	EACH	1	\$1,001.64	\$1,001.64	\$27,984.96	\$27,984.96
		<i>Total - Base Bid - Bid Items 1 - 2</i>				<i>\$62,500.00</i>		<i>\$90,395.00</i>
Total Contract 404-23-01, Bid Items 1-2					\$62,500.00		\$90,395.00	



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: November 13, 2023

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consideration and possible action on City Engineer Parking and Traffic Recommendations*

ATTACHMENTS:

- 2023 1016-CI-BOPW-PTTeam-Recommendations (PDF)
- Mystic Creek Parking (PDF)
- Kingston Parking (PDF)
- Waterview Heights Parking (PDF)
- MUTCD 7B.12 (PDF)
- MUTCD 7B.15 (PDF)

CITY OF DE PERE

Public Works Department

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



City Engineer Parking and Traffic Recommendations October 16, 2023 Meeting

Parking and Parking Lot Items:

1. Update the ordinance to include parking restrictions in the Mystic Creek, Waterview Heights Fifth Addition, and Kingston Preserve Subdivision to one side. All three subdivisions were built to 28 feet wide at the request of the developer knowing that parking will be restricted on one side.

Recommendation:

- Staff recommends updating the ordinance to change add “No Parking” as follows:

No Parking

Insert for Mystic Creek Subdivision:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Adrienne Court</i>	<i>N</i>	<i>Creeksedge Way</i>	<i>E. End</i>
<i>Beasle Court</i>	<i>W</i>	<i>S. End</i>	<i>North Stellita Circle</i>
<i>Creeksedge Way</i>	<i>E</i>	<i>North Stellita Circle</i>	<i>Adrienne Court</i>
<i>Creeksedge Way</i>	<i>E</i>	<i>Adrienne Court</i>	<i>City Limits</i>
<i>Meyer Way</i>	<i>S</i>	<i>City Limit</i>	<i>South Stellita Circle</i>
<i>Meyer Way</i>	<i>E</i>	<i>South Stellita Circle</i>	<i>North Stellita Circle</i>
<i>North Stellita Circle</i>	<i>S</i>	<i>City Limit</i>	<i>Meyer Way</i>
<i>North Stellita Circle</i>	<i>S</i>	<i>Meyer Way</i>	<i>Beasle Court</i>
<i>North Stellita Circle</i>	<i>S&W</i>	<i>Beasle Court</i>	<i>South Stellita Circle</i>
<i>South Stellita Circle</i>	<i>N&W</i>	<i>Meyer Way</i>	<i>North Stellita Circle</i>

Insert for Kingston Preserve Subdivision:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Everett Drive</i>	<i>W</i>	<i>N Honeysuckle Circle</i>	<i>N. End</i>
<i>North Honeysuckle Circle</i>	<i>S</i>	<i>Everett Drive</i>	<i>Lawrence Drive</i>
<i>North Honeysuckle Court</i>	<i>S</i>	<i>W. End</i>	<i>Everett Drive</i>

Insert for Waterview Heights Fifth Addition Subdivision:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Battery Avenue</i>	<i>S</i>	<i>Meadow Rose Lane</i>	<i>Lost Dauphin Road</i>
<i>Meadow Rose Lane</i>	<i>W</i>	<i>Battery Avenue</i>	<i>190' S/O Prairie Flower Lane</i>
<i>Willie Mays Circle</i>	<i>S&E</i>	<i>S. End</i>	<i>Lost Dauphin Road</i>

Pedestrian and Bicycle Items

- Consider a School Crossing Assembly at Lourdes and St Mary's Street as shown below.



- The use of the sign conforms with the school crossing at this location per the MUTCD.

Recommendation:

- Staff recommends installation of the School Crossing Assembly
- Evaluate school zone signs on George Street at Notre Dame School.
 - School zone signs are located at Superior Street for eastbound traffic and Erie Street for westbound traffic.
 - Section 7B.15 of the MUTCD provides guidance *"The beginning of a reduced school speed limit zone should be at least 200 feet in advance of the school grounds, a school crossing, or other school related activity;"*

Recommendation:

- Staff recommends moving the sign for westbound traffic to the west near Michigan Street

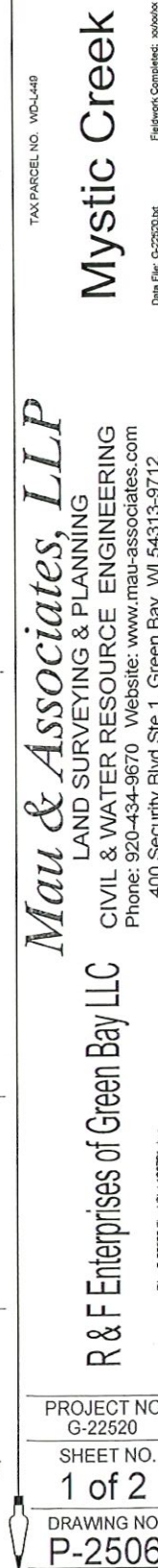
Other

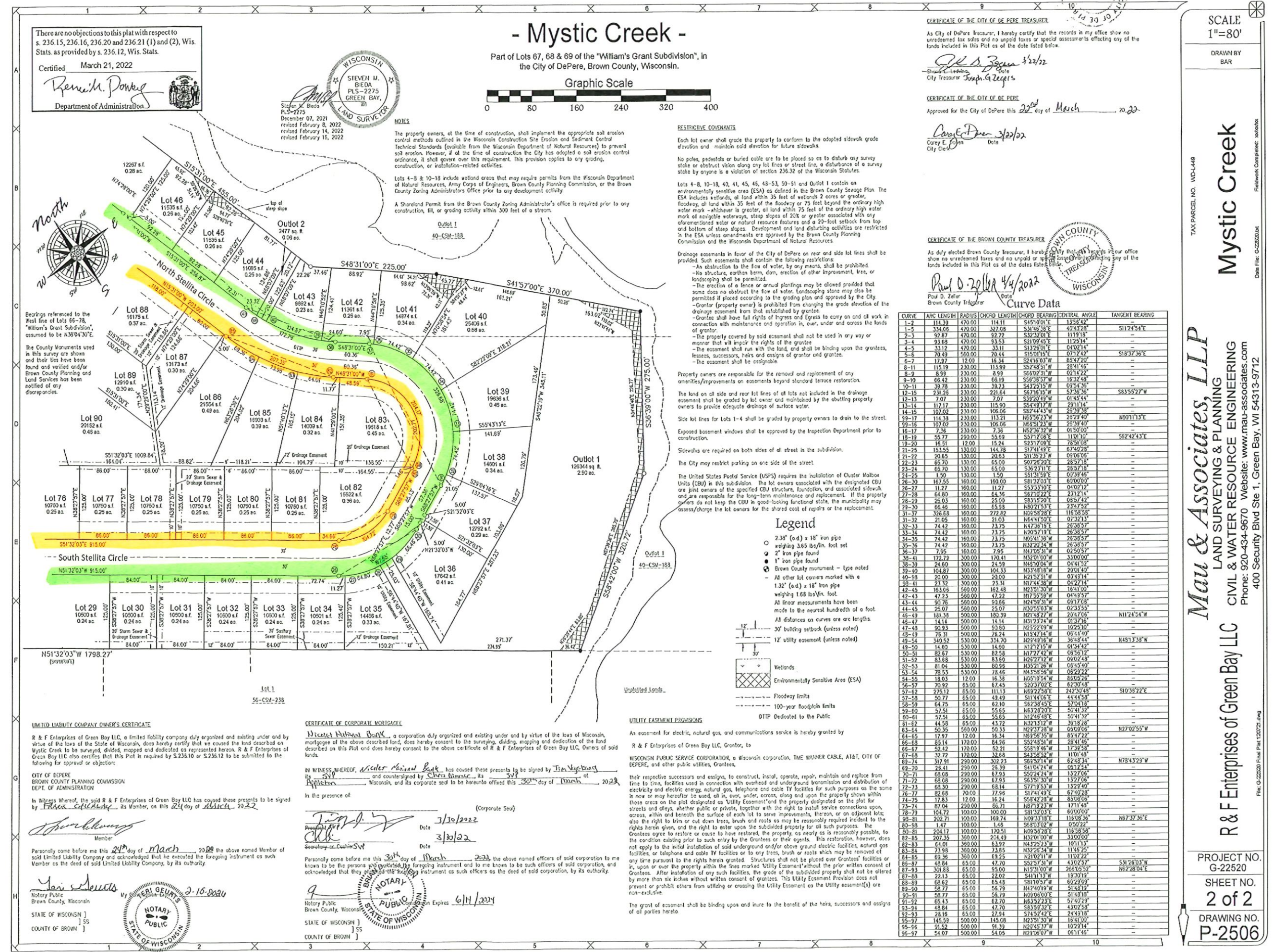
- Consider street light on Tenmile Drive at East River Trail
 - Current street light standard spacing is 500 feet in residential areas.

- The distance between lights at the intersection of Yahara Circle and Tenmile and light at 680 Black Earth is 559 feet.

Recommendation:

- Staff recommends adding a streetlight at the East River Trail head.





SCALE 1"=80'

DRAWN BY BAR

TAX PARCEL NO. WD-L48

Mystic Creek

Framework Completed: 10/20/20

Date Filed: 03/28/2024

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

PROJECT NO. G-22520

SHEET NO. 2 of 2

DRAWING NO. P-2506

THE KINGSTON PRESERVE A PLANNED DEVELOPMENT DISTRICT

PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31 AND ALL OF LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NUMBER 9574, DOCUMENT NUMBER 3026433, BROWN COUNTY RECORDS, LOCATED IN PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, ALL LOCATED IN TOWNSHIP 23 NORTH, RANGE 20 EAST, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

PARCEL AREA TABLE

PARCEL #	AREA	PARCEL #	AREA
1	15,528 SQ. FT.	19	14,100 SQ. FT.
2	8,630 SQ. FT.	20	14,681 SQ. FT.
3	9,062 SQ. FT.	21	16,187 SQ. FT.
4	8,921 SQ. FT.	22	14,427 SQ. FT.
5	8,927 SQ. FT.	23	10,308 SQ. FT.
6	8,930 SQ. FT.	24	7,975 SQ. FT.
7	9,528 SQ. FT.	25	7,990 SQ. FT.
8	9,517 SQ. FT.	26	9,380 SQ. FT.
9	8,173 SQ. FT.	27	7,975 SQ. FT.
10	8,173 SQ. FT.	28	13,070 SQ. FT.
11	9,652 SQ. FT.	29	8,853 SQ. FT.
12	9,646 SQ. FT.	30	9,474 SQ. FT.
13	8,847 SQ. FT.	31	12,994 SQ. FT.
14	7,975 SQ. FT.	32	9,344 SQ. FT.
15	7,975 SQ. FT.	33	8,788 SQ. FT.
16	7,975 SQ. FT.	34	8,887 SQ. FT.
17	9,030 SQ. FT.	35	30,773 SQ. FT.
18	11,586 SQ. FT.		

PLATTED AREA DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES

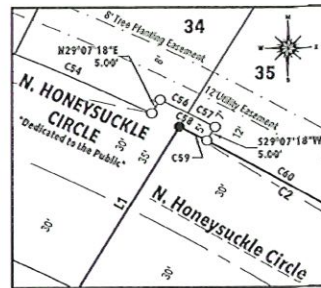
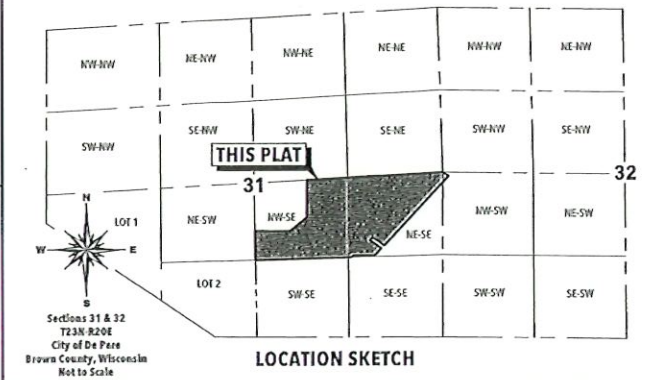
93,502 SQ. FT.
2.147 Acres

LINE TABLE

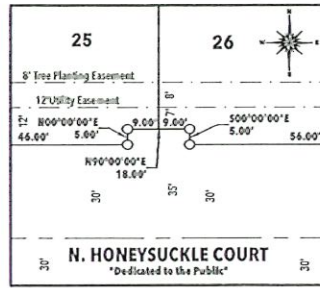
LINE #	LENGTH	DIRECTION
L1	40.00'	S29°07'18"W
L2	36.29'	S39°31'10"W

AFFECTED TAX PARCELS

WD-00035
WD-00034
WD-00034-1
WD-00034-2
WD-00034-3



CBU DETAIL #1
19 CBU serves lots 1-12, 29-35
1" = 30'



CBU DETAIL #2
16 CBU serves lots 13-28
1" = 30'



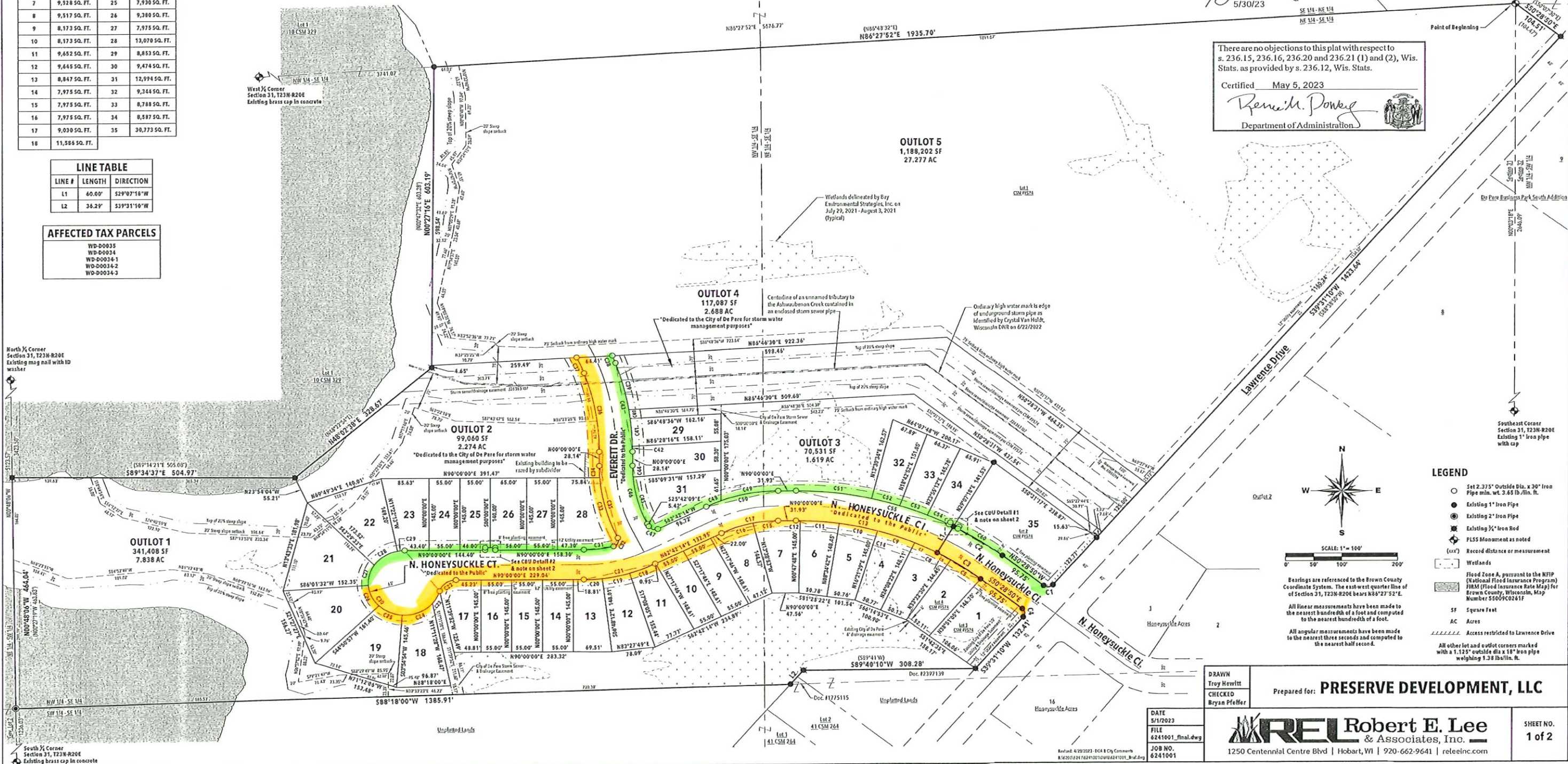
There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified May 5, 2023

Renée M. Porey
Department of Administration

3039115

CHERYL BERKEN
BROWN COUNTY
REGISTER OF DEEDS
GREEN BAY, WI
RECORDED ON
06/30/2023 09:20 AM
REC FEE: 50.00
PAGES: 3



LEGEND

- Set 2.375" Outside Dia. x 30" Iron Pipe min. wt. 3.65 lb./lin. ft.
- Existing 1" Iron Pipe
- Existing 2" Iron Pipe
- Existing 3/4" Iron Rod
- PLSS Monument as noted
- Record distance or measurement
- Wetlands
- Flood Zone A, pursuant to the NFIP (National Flood Insurance Program) (FIRM (Flood Insurance Rate Map) for Brown County, Wisconsin, Map Number 55009C0261F)
- SF Square Feet
- AC Acres
- Access restricted to Lawrence Drive
- All other lot and outlet corners marked with a 1.125" outside dia x 18" iron pipe weighing 1.38 lb./lin. ft.

DRAWN
Troy Hewitt
CHECKED
Bryan Pfeiffer

Prepared for: PRESERVE DEVELOPMENT, LLC

REL Robert E. Lee & Associates, Inc.
1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releec@releec.com

SHEET NO.
1 of 2

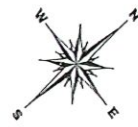
WATERVIEW HEIGHTS FIFTH ADDITION

PART OF GOVERNMENT LOT 3 AND PART OF GOVERNMENT LOT 4, ALL IN SECTION 5, TOWNSHIP 22 NORTH, RANGE 20 EAST, AND PART OF LOTS 115, 116 AND 117 OF WILLIAMS GRANT SUBDIVISION, ALL LOCATED IN THE CITY OF PERE, BROWN COUNTY, WISCONSIN

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified July 21, 2022

Rene M. Ponek
Department of Administration



SCALE: 1" = 100'

Bearings are referenced to the Brown County Coordinate System. The north line of the Northwest 1/4 of Section 5 bears S89°02'15"E.

All linear measurements have been made to the nearest hundredth of a foot and computed to the nearest hundredth of a foot.

All angular measurements have been made to the nearest three seconds and computed to the nearest half second.

PLATTED AREA DEDICATED TO THE PUBLIC FOR WALKWAY AND ROADWAY PURPOSES

482,547 Square Feet
10,399 Acres

Line #	Length	Bearing
11	7.38'	N38°30'40"E
12	7.38'	S38°30'13"W
13	23.60'	N38°30'40"E
14	23.60'	N38°30'40"E
15	31.52'	N38°30'40"E

3014873

CHERYL BERKEN
BROWN COUNTY
REGISTER OF DEEDS
GREEN BAY, WI
RECORDED ON
08/22/2022 02:01 PM
Northwest Corner REC FEE: \$0.00
Section 5, T22N-R20E PAGES: 2
Existing 1" Iron Pipe



LEGEND

- Set 2.375" Outside Dia. x 30" Iron Pipe min. wt. 3.65 lb./lin. ft.
- Existing 1" Iron Pipe
- Existing 2" Iron Pipe
- ◆ PLSS Monument as noted
- (---) Record distance or measurement
- ~~~~~ Wetlands delineated by Evergreen Consultants, LLC
- *DTP* Dedicated to the Public
- Outlot
- Cluster Box Unit
- ~~~~~ No Access
- All other lot corners marked with a 1.125" outside dia x 16" iron pipe weighing 1.38 lb./lin. ft.

CBU DETAIL #1

16 CBU serves lots 190-192, 200-211

Not to Scale

CBU DETAIL #2

15 CBU serves lots 187-189, 193-199, 219-224

13 CBU serves lots 183-185, 225-231

Not to Scale

CBU DETAIL #3

16 CBU serves lots 212-218, 222-235, 271-272, 277-279

Not to Scale

CBU DETAIL #4

16 CBU serves lots 236-242, 255-259, 269-270, 274-276

Not to Scale

CBU DETAIL #5

16 CBU serves lots 243-250, 258-259

Not to Scale

CBU DETAIL #6

16 CBU serves lots 175-182

8 CBU serves lots 254-257, 268-269, 273

Not to Scale



DATE: 3/2/2022
FILE: 1703119_Final.dwg
JOB NO.: 1703118
DRAWN: Troy Hewitt
CHECKED: Bryan Pfeiffer
Prepared for:
ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
PHONE: (920) 642-9441
FAX: (920) 642-9141
SHEET NO. 1 of 2

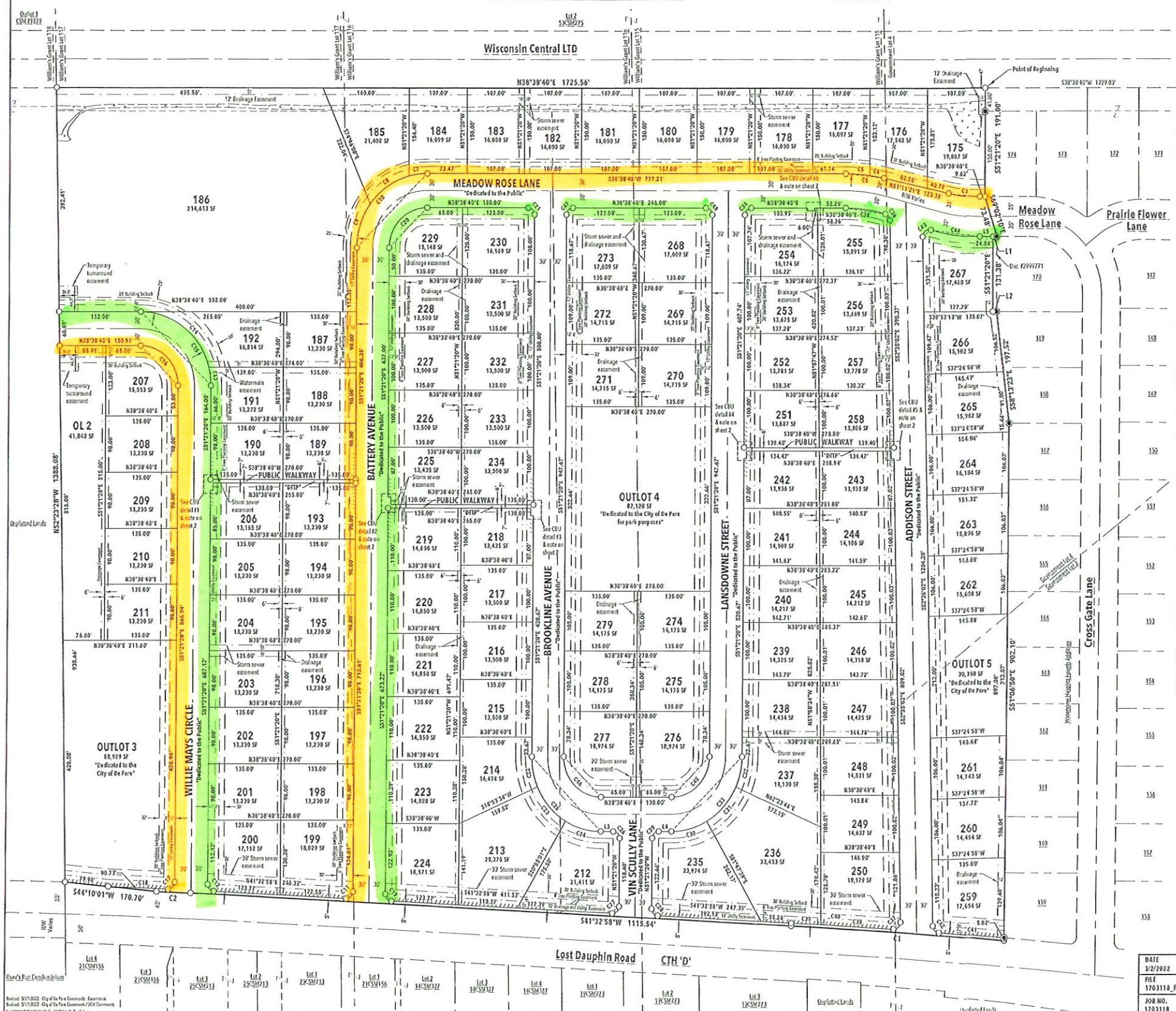
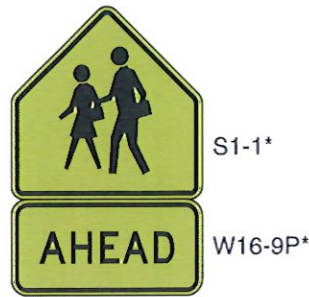


Figure 7B-6. In-Street Signs in School Areas**A - In advance of the school crossing**

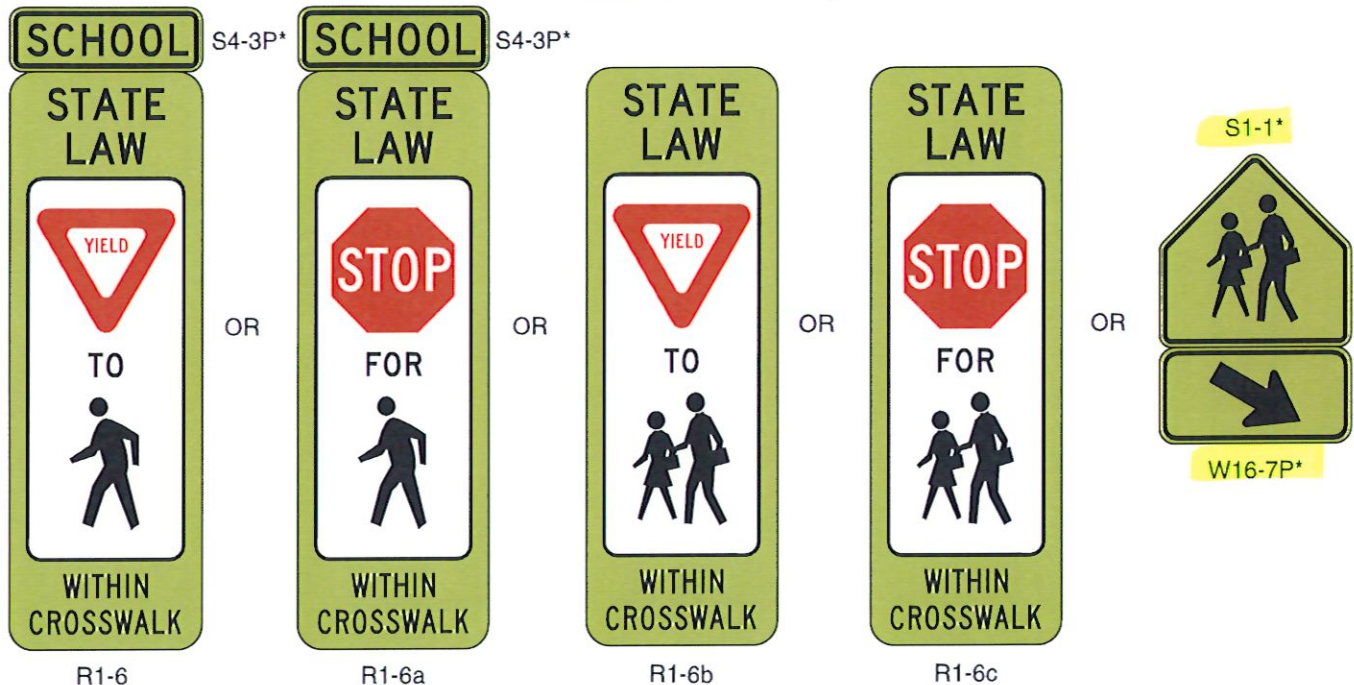
* Reduced size signs:

S1-1 12 x 12 inches

S4-3P 12 x 4 inches

W16-7P 12 x 6 inches

W16-9P 12 x 6 inches

B - At the school crossing**Notes:**

1. The use of the STATE LAW legend is optional on the R1-6 series signs (see Section 7B.12).
2. The use of the SCHOOL plaque above the R1-6 and R1-6a signs is optional.

Section 7B.12 School Crossing Assembly**Standard:**

01 If used, the School Crossing assembly (see Figure 7B-1) shall be installed at the school crossing (see Figures 7B-4 and 7B-5), or as close to it as possible, and shall consist of a School (S1-1) sign supplemented with a diagonal downward pointing arrow (W16-7P) plaque to show the location of the crossing.

02 The School Crossing assembly shall not be used at crossings other than those adjacent to schools and those on established school pedestrian routes.

03 The School Crossing assembly shall not be installed on approaches controlled by a STOP or YIELD sign.

Option:

04 The In-Street Pedestrian Crossing (R1-6 or R1-6a) sign (see Section 2B.12 and Figure 7B-6) or the In-Street Schoolchildren Crossing (R1-6b or R1-6c) sign (see Figure 7B-6) may be used at unsignalized school crossings. If used at a school crossing, a 12 x 4-inch SCHOOL (S4-3P) plaque (see Figure 7B-6) may be mounted above the sign. The STATE LAW legend on the R1-6 series signs may be omitted.

05 The Overhead Pedestrian Crossing (R1-9 or R1-9a) sign (see Section 2B.12 and Figure 2B-2) may be modified to replace the standard pedestrian symbol with the standard schoolchildren symbol and may be used at unsignalized school crossings. The STATE LAW legend on the R1-9 series signs may be omitted.

06 A 12-inch reduced size in-street School (S1-1) sign (see Figure 7B-6) may be used at an unsignalized school crossing instead of the In-Street Pedestrian Crossing (R1-6 or R1-6a) or the In-Street Schoolchildren Crossing (R1-6b or R1-6c) sign. A 12 x 6-inch reduced size diagonal downward pointing arrow (W16-7P) plaque may be mounted below the reduced size in-street School (S1-1) sign.

Standard:

07 If an In-Street Pedestrian Crossing sign, an In-Street Schoolchildren Crossing sign, or a reduced size in-street School (S1-1) sign is placed in the roadway, the sign support shall comply with the mounting height and special mounting support requirements for In-Street Pedestrian Crossing (R1-6 or R1-6a) signs (see Section 2B.12).

08 The In-Street Pedestrian Crossing sign, the In-Street Schoolchildren Crossing sign, the Overhead Pedestrian Crossing sign, and the reduced size in-street School (S1-1) sign shall not be used at signalized locations.

Section 7B.13 School Bus Stop Ahead Sign (S3-1)

Guidance:

01 The School Bus Stop Ahead (S3-1) sign (see Figure 7B-1) should be installed in advance of locations where a school bus, when stopped to pick up or discharge passengers, is not visible to road users for an adequate distance and where there is no opportunity to relocate the school bus stop to provide adequate sight distance.

Section 7B.14 SCHOOL BUS TURN AHEAD Sign (S3-2)

Option:

01 The SCHOOL BUS TURN AHEAD (S3-2) sign (see Figure 7B-1) may be installed in advance of locations where a school bus turns around on a roadway at a location not visible to approaching road users for a distance as determined by the "0" column under Condition B of Table 2C-4, and where there is no opportunity to relocate the school bus turn around to provide the distance provided in Table 2C-4.

**Section 7B.15 School Speed Limit Assembly (S4-1P, S4-2P, S4-3P, S4-4P, S4-6P, S5-1) and
END SCHOOL SPEED LIMIT Sign (S5-3)**

Standard:

01 A School Speed Limit assembly (see Figure 7B-1) or a School Speed Limit (S5-1) sign (see Figure 7B-1) shall be used to indicate the speed limit where a reduced school speed limit zone has been established based upon an engineering study or where a reduced school speed limit is specified for such areas by statute. The School Speed Limit assembly or School Speed Limit sign shall be placed at or as near as practical to the point where the reduced school speed limit zone begins (see Figures 7B-3 and 7B-5).

02 If a reduced school speed limit zone has been established, a School (S1-1) sign shall be installed in advance (see Table 2C-4 for advance placement guidelines) of the first School Speed Limit sign assembly or S5-1 sign that is encountered in each direction as traffic approaches the reduced school speed limit zone (see Figures 7B-3 and 7B-5).

03 Where increased fines are imposed for traffic violations within a reduced school speed limit zone, a FINES HIGHER (R2-6P), FINES DOUBLE (R2-6aP), or \$XX FINE (R2-6bP) plaque (see Figure 2B-3) shall be installed as a supplement to the reduced school speed limit sign to notify road users.

04 Except as provided in Paragraph 5, the downstream end of an authorized and posted reduced school speed limit zone shall be identified with an END SCHOOL SPEED LIMIT (S5-3) sign (see Figures 7B-1 and 7B-5).

Option:

05 If a reduced school speed limit zone ends at the same point as a higher fines zone, an END SCHOOL ZONE (S5-2) sign may be used instead of a combination of an END HIGHER FINES ZONE (R2-11) sign and an END SCHOOL SPEED LIMIT (S5-3) sign.

06 A standard Speed Limit sign showing the speed limit for the section of highway that is downstream from the authorized and posted reduced school speed limit zone may be mounted on the same post above the END SCHOOL SPEED LIMIT (S5-3) sign or the END SCHOOL ZONE (S5-2) sign.

Guidance:

07 The beginning point of a reduced school speed limit zone should be at least 200 feet in advance of the school grounds, a school crossing, or other school related activities; however, this 200-foot distance should be increased if the reduced school speed limit is 30 mph or higher.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: November 13, 2023

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Discuss City Engineer Recommendations on No Action Parking and Traffic Discussion Items

ATTACHMENTS:

- 2023 1016-CI-BOPW-PTTeam-Discussion (PDF)

CITY OF DE PERE

Public Works Department

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



Discuss City Engineer Recommendations on No Action Parking and Traffic Discussion Items October 16, 2023 Meeting

Parking and Parking Lot Items:

1. Restrict parking on the south side of Helena Street from Outward Avenue to Sixth Street
 - The street width is 36 feet face (f-f) of curb to face of curb which is greater than our current standard street width 32' f-f for parking on both sides.
 - This location does conform to parking restrictions per the policy for parking near schools:

(C) Street on the opposite side of the school property – No Stopping or Standing, 7am to 4pm, on School Days. This sign would be placed in areas with frontage across from school property within a distance of up to 1000 feet of the main entrance. See the discussion under Item 4 regarding the use of 1000 feet. The purpose for this restriction is an attempt to prevent people from stopping on the opposite side of the street to pickup children. Preventing stopping on the opposite side of the street discourages midblock street crossing.

(D) For side streets within up to 1000 feet of the school – 2 HR Parking, 7am to 4pm, on School Days. This sign would be standardized for all high schools where requested by residents to alleviate student parking on residential streets. 1000 feet was chosen based on a 5-minute walking distance. It would take a pedestrian just under 5 minutes to walk a distance of 1000 feet at a speed of 3.5 feet per second. This information also confirms what was observed at De Pere High School. A site review was completed on October 14, 2010. Students were parking at three different locations around the school. The approximate distance from the farthest parked vehicle was 1,110 feet to the actual front door while the other two areas were 870 feet and 926 feet.

- Staff have been out several times and the most cars parked on Helena Street is eight. A photo of the parking is also included. Based on the number of parked cars, staff does not feel parking is a hazard during the day.



No action. Staff does not feel this is a hazard.

Signs - Other

2. Request for wrong way signs on American Boulevard.
 - Staff received a complaint of two wrong way drivers.
 - PD has been monitoring and not observed any wrong way drivers.

No action.

Below is a list of future items to be brought to the Board.

1. Restrict parking on one side of Superior Street from Bomier to Bolles Street.
2. Consider RRFB on Broadway at Randall.
3. Consider a school zone on Michigan, Superior, and Charles Street adjacent to the Notre Dame School.
4. Consider beam guard installation at 117 Fort Howard Avenue.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: November 13, 2023

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consideration and possible action on proposed easement- Project 23-09*

ATTACHMENTS:

- 2023 1113 CI_BOPW_Project_23-09_Proposed_Easement (PDF)
- CE 10185 ReadyforSignature 08-11-2023 (PDF)
- C101 (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer
Date: November 13, 2023

RE: **Consider Proposed Easement – Project 23-09***

The city constructed a new storm water treatment pond along the Fox River Trail and Front Street from Franklin Street to 250 feet north of Fulton Street under Project 23-09. This pond treats completely developed areas and is part of the long-term plan to meet the City's MS4 permit requirements that has been issued by the WDNR. To construct the new storm pond outfall, the city needs an easement from the WDNR for the Fox River Trail crossing. The easement has been attached. Staff received approval to construct the pond while formalizing the easement.

Staff recommends approving the easement.

Document Number

Document Title

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. 04/2022

THIS STORM WATER 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 agreement conveying trail management and operations responsibilities to Brown County Parks Department (“Trail Manager”);

WHEREAS, the Grantee desires to construct, install, operate, repair, maintain, remove, replace and/or abandon an underground storm water line under and across the Trail by open trenching at a minimum depth of 84-inches, for the benefit of the City of De Pere and impacted landowners; and

WHEREAS, the underground storm water line will be installed within a 20-foot wide corridor crossing under the Trail (the “Easement Area”), which is depicted on the attached Exhibit “A” and more particularly described as follows:

Part of Private Claim 31, East Side of Fox River, City of De Pere, Brown County, Wisconsin, that is further described below:

Located in and being 10 feet on each side of the center line of which is described as follows:

Commencing at the meander corner on the line between Private Claims 29 and 30, East Side of Fox River; thence S28°10'02"W, 585.28 feet on a line connecting said meander corner with the meander corner on the line between Private Claims 30 and 31, East Side of Fox River; thence S36°19'08"W, 247.88 feet to said easement reference line, also being the east right of way of the Fox River State Trail and the POINT OF BEGINNING; thence N61°15'06"W, 30.01 feet on said easement reference line to the west right of way of said Fox River State Trail and the Point of Termination. The sidelines of said 20.00 foot wide easement extend and shorten to intersect with the west and east right of way of the Fox River State Trail.

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 the sum of Five Hundred Dollars (\$500.00), receipt of which is hereby acknowledged by the Grantor, this non-exclusive Easement allowing for the construction, installation, maintenance, inspection, operation, repair, removal, replacement and/or abandonment of the underground storm water line as described, under the Premises.

Recording Area

Return: Department of Natural Resources
Bureau of Facilities & Land – LF/6
P.O. Box 7921
Madison, WI 53707-7921
Attn: Bill Peterson (CE-10185)

Parcel Identification Number (PIN):

ED-80-3

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 installation, construction, operation, maintenance, repair, removal, replacement and/or abandonment of one 12-inch underground storm water line. Any additional lines or structures, or replacements greater in diameter 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, 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, 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 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 related to the storm water line that requires immediate action by the Grantee, the Grantee shall take immediate action, then 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 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, replace, and/or abandon 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.
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 storm water line, or the installation, construction, maintenance, repair, operation, removal, replacement and abandonment thereof. Any such undertakings shall be done with the prior notification of Grantor's Trail Manager by Grantee and under the supervision of the Grantor's Trail Manager. All 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 or herbicides used as part of a management plan must conform to the Forest Stewardship Council list found at [Pesticides Policy | FSC Connect](#) or supplied by Grantor's Trail Manager. Grantee shall report to the Grantor at least annually, the chemicals that are applied on the Easement Area including the date, product trade name, active ingredient(s) and corresponding CAS number(s), purpose, rate, location with a map, total area treated, and total amount of chemical used.
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 installation, construction, operation, 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 2-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, removal or replacement locations.
 - h. If any portion of the Trail is damaged or destroyed by the Grantee, the Grantee shall be solely responsible to repair and restore the damaged areas 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 agree 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 2-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, 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 5.
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 storm water 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:
- The construction, installation, operation, maintenance, existence, use, repair, removal, replacement and/or abandonment in place of the storm water line;
 - Any defect in the storm water line or failure thereof;
 - 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;
 - Grantee's exercise of any and all rights, duties and responsibilities granted by this Easement; and/or
 - 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 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:
- To the Grantor: Wisconsin Department of Natural Resources Bureau of Facilities and Lands, 101 S. Webster St., Madison, WI 53703.
 - To the Trail Manager: Brown County Parks Department, PO Box 23600, Green Bay, WI 54305. Phone Number : 920-448-4464.
 - To the Grantee: City of De Pere, 925 S. Sixth Street, De Pere, WI 54115. Phone Number: 920-339-4061.
 - 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:

None.

END OF TERMS AND CONDITIONS

IN WITNESS WHEREOF, the Grantor has caused this Easement to be executed on its behalf this ____ day _____, 2023.

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 _____, 2023, the above named Terry H. Bay, Bureau Director of Facilities and Lands for the State of Wisconsin Department of Natural Resources, 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.

Aubrey Johnson
Notary Public, State of Wisconsin
My Commission (expires)(is) _____.

IN WITNESS WHEREOF, the Grantee has accepted the terms and conditions of this Easement on its behalf this _____ day _____, 2023.

City of De Pere

By _____ (SEAL)
James Boyd
Mayor

State of _____)
) ss.
County of _____)

Personally came before me this _____ day of _____, 2023, the above named James Boyd, Mayor of the City of De Pere, 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 the City of Horicon.

Notary Public, State of Wisconsin
My Commission (expires)(is) _____.

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 _____, 2023.

Brown County

By: _____ (SEAL)

Troy Streckenbach
Brown County Executive

State of _____)
) ss.
County of _____)

Personally appeared before me this _____ day of _____ 2023, the above-named Troy Streckenbach, Brown County Executive, 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"

