



Common Council Regular Meeting Agenda

Tuesday, August 18, 2026 at 7:30 PM

Council Chambers and Virtual

In-Person Attendance:
City Hall Council Chambers
2nd Floor City Hall
335 S Broadway

Electronic Meeting Access:
<https://www.gotomeet.me/DePere>

Telephonic Meeting Access:
(866) 899-4679 -or- (312) 757-3117
Access Code: 154-883-28

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda

5. Public Comments

Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC

6. New Business

A. Approval of the minutes of the August 4, 2026 Common Council meeting.

7. Ordinances

A. Ordinance #26-17 Amending De Pere Municipal Code Sections 8-17, 10-12 and 82-4 and Chapters 106 and 114.

8. Resolutions

A. Resolution #26-80 Authorizing an intergovernmental agreement with the Village of Howard for Citizen Animal Response Team (CART) services.

B. Resolution #26-81 Approving Grant Agreement Modification for Wisconsin Department of Health Services 2026 Consolidated Contract for communicable disease control & prevention in the amount of \$3,580.

C. Resolution #26-82 Supporting sustainable state funding for local public health departments.

D. Resolution #26-83 Rescinding property tax (St. Norbert College Parcel WD-232; 414 Fourth Street).

9. Future Agenda Items

10. Adjournment

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk's office at 920-339-4050 by noon on the previous day so that arrangements can be made.

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

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



City of De Pere, Wisconsin

6.A

Request for Common Council Action

Meeting Date:	August 18, 2026
Department:	City Clerk
From:	Carey Danen, City Clerk
Subject:	Approval of the minutes of the August 4, 2026 Common Council meeting.
Recommendation:	Motion to approve.

Attachments:

8-4-26 Common Council minutes_draft



Common Council

Regular Meeting

Minutes

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

Tuesday, August 4, 2026

7:30 PM

Council Chambers/Virtual

1. Call to Order

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

2. Roll Call

Present: Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson, Devin Perock, Dustin Thill, James Boyd

3. Pledge of Allegiance

Approval of the agenda.

Mayor Boyd moved, seconded by Alderperson Hansen to move item #6H after item #7. Upon vote, motion carried unanimously.

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	James Boyd
SECONDER:	Shana Ledvina
AYES:	Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson, Devin Perock, Dustin Thill, James Boyd

4. Public Hearings

- A. Public Hearing on a request to amend the 2010 City of De Pere Comprehensive Plan Update at 2108 Lawrence DR and 1800 Southbridge RD (part of Parcels WD-L281-1 and WD-D0037).

- i. Notice of public hearing.

Clerk Carey Danen reported that the public hearing notice was published in the Press Times on June 26, 2026.

- ii. Recommendation from Plan Commission.

Development Services Director Dan Lindstrom reported that this item was reviewed and approved by the Plan Commission at its June 2026 meeting. The proposed project coincides with development happening around the southern bridge corridor. The area is currently business park, and requires a comprehensive plan amendment and

subsequent rezoning for multifamily development. Mayor Boyd declared the public hearing open; no one wished to speak so he then declared the public hearing closed.

iii. Ordinance #26-16 Adopting Amendment of the 2010 Update to the City of De Pere Comprehensive Plan.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Jonathon Hansen
SECONDER:	Pamela Gantz
AYES:	Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Casey Nelson, Devin Perock, Dustin Thill, James Boyd

5. Public Comments

Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC

None.

6. New Business

A. Approval of the minutes of the July 21, 2026 Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Casey Nelson
SECONDER:	Shana Ledvina
AYES:	Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Casey Nelson, Devin Perock, Dustin Thill, James Boyd

B. Recommendation from the Board of Park Commissioners to accept a \$3,000 donation from Aurora BayCare Sports Medicine to sponsor flag football t-shirts.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Amy Kunding
SECONDER:	Pamela Gantz
AYES:	Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Casey Nelson, Devin Perock, Dustin Thill, James Boyd

C. Recommendation from the Board of Park Commissioners to approve the bid from Perfect Turf, in the amount of \$61,476, to install turf fall surfacing at the Volunteer Park playground.

Parks Director Marty Kosobucki reported that turf surfacing meets all safety standards, and is slightly less expensive than poured-in-place surfacing.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	James Boyd
SECONDER:	Shana Ledvina
AYES:	Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Casey Nelson, Devin Perock, Dustin Thill, James Boyd

- D. Recommendation from the Board of Park Commissioners to approve the Ice Arena flooring bid from All American Arena, in the amount of \$149,490.70, with the unallocated balance of up to \$50,000 from Unassigned Reserves.

Parks Director Marty Kosobucki explained that the general fund has been used in other instances for the ice arena, including some ADA work in 2025 and 2026. He reported that this expenditure will take the ice arena fund to zero temporarily, but when the rink opens up in the fall it will start to replenish.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	James Boyd
SECONDER:	Pamela Gantz
AYES:	Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Casey Nelson, Devin Perock, Dustin Thill, James Boyd

- E. Recommendation from the Board of Park Commissioners to deny the tile surfacing bid from Perfect Turf, in the amount of \$85,300 for the Carney Park playground, and to rebid the project with turf or poured-in-place surfacing.

Parks Director Marty Kosobucki stated that the City only received one bid because tile surfacing is very unique; he is confident that there will be several bids for turf or poured-in-place surfacing.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Shana Ledvina
SECONDER:	Jonathon Hansen
AYES:	Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Casey Nelson, Devin Perock, Dustin Thill, James Boyd

- F. Recommendation from Plan Commission to approve a 1-lot extraterritorial certified survey map at 3260 Creekview RD in Glenmore (Parcel GL-132).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Devin Perock
SECONDER:	Pamela Gantz
AYES:	Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Casey Nelson, Devin Perock, Dustin Thill, James Boyd

- G. Recommendation from Plan Commission to approve a 44-lot and 1-outlot extraterritorial final plat of Rock Ridge Estates at 2200 BLK Beck WY in Lawrence (Parcels L-451-5, L-452-5).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James Boyd
SECONDER:	Devin Perock
AYES:	Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Casey Nelson, Devin Perock, Dustin Thill, James Boyd

- H. For consideration and possible action in the litigation matter of *Wal-Mart Real Estate Business Trust v. City of De Pere*.

Mayor Boyd moved, seconded by Alderperson Thill to approve the Law Department's recommendation.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	James Boyd
SECONDER:	Dustin Thill
AYES:	Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson, Devin Perock, Dustin Thill, James Boyd

7. Resolutions

Mayor Boyd moved, seconded by Alderperson Ledvina to suspend the rules and approve items #7A-E with one vote. Upon vote, motion carried unanimously.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	James Boyd
SECONDER:	Devin Perock
AYES:	Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson, Devin Perock, Dustin Thill, James Boyd

- A. Resolution #26-75 Supporting a long-term sustainable funding solution for the state's transportation fund.
- B. Resolution #26-76 Authorizing transfer of \$9,772.50 from Unassigned Reserves for Fox Point Boat Launch repairs.
- C. Resolution #26-77 Authorizing transfer of \$4,504 from Unassigned Reserves for Fox Point Boat Launch restroom roof repairs.
- D. Resolution #26-78 Authorizing Development Agreement regarding business park development project with Jim Cornell Plumbing LLC (700 Millennium Court; Parcel ED-2311).
- E. Resolution #26-79 Authorizing Development Agreement regarding business park development project with Bliffert De Pere Holdings LLC (2025 Venture Avenue; portion of Parcel No. WD-D0077).

8. Future Agenda Items

None.

9. Adjournment

Mayor Boyd moved, seconded by Alderperson Gantz to adjourn the meeting at 7:48PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

7.A

Request for Common Council Action

Meeting Date: August 18, 2026
Department: City Attorney
From: Angela Zills, Paralegal
Subject: Ordinance #26-17 Amending De Pere Municipal Code Sections 8-17, 10-12 and 82-4 and Chapters 106 and 114.
Recommendation: Motion to approve.

This item was unanimously approved by the Finance/Personnel Committee at its meeting on August 11, 2026.

The Law Department is submitting quarterly clean-ups to the De Pere Municipal Code. The changes may result from submissions by various departments, as well as errors or inconsistencies discovered by the Law Department over the last few months. These revisions are not deemed significant enough to be brought forward for individual ordinance changes which would warrant more significant discussion.

Attachments:

Ord26-17 , Sec. 8_17.____Sexual_offender_loitering_restrictions., Sec. 10-12(b)-Redline ,
Sec. 82_4.____Placement_of_garbage_and_collectible_solid_waste_for_city_collection.,
Sec. 106_2.____Application_process.,
Sec. 106_6.____Permits_required_under_this_chapter_,
Sec. 114_5.____Registration_information__examination_and_fees__appeal.,
Sec. 114_8.____Revocation_of_registration., Mayor-FP August 2026 Ordinance Clean-ups

ORDINANCE #26-17

AMENDING SECTIONS 8-17, 10-12 & 82-4 AND CHAPTERS 106 & 114
OF THE DE PERE MUNICIPAL CODE

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

Section 1. **Sec. 8-17. Sexual offender loitering restrictions.** is hereby amended by replacing section “8-18.1” with “8-16(a) in the definition of *Loitering* under subsection (b) *Definitions*.

Section 2. **Sec. 10-12. De Pere Youth Commission.** is hereby amended by deleting the last sentence in subsection (b) *Membership*. and replacing it with “The Mayor shall also appoint one alderperson, subject to confirmation by the Common Council, as a council liaison to the Commission for a term of three years.”

Section 3. **Sec. 82-4. Placement of garbage and collectible solid waste for city collection.** is hereby amended as follows:

1. Repealing subsection (c)(3)a. and replacing it with:
 - a. Provide adequate separate containers for the recycling program established in compliance with this ordinance. The number of recycling containers shall equal or be greater than the number of trash containers and at least one of the following shall be met:
 - (i) The minimum total volume of recycling container space is equal to 20 gallons per week per dwelling unit.
 - (ii) The ratio of trash container volume to recycling container volume is at most 2:1.
 - (iii) An alternative method that does not result in the overflow of a recycling container during the time period between collection of materials and delivery to a recycling facility.
2. Repealing subsection (c)(4)a. and replacing it with:

- a. Provide adequate, separate containers for the recycling program established under this section. The total volume of recycling containers shall be sufficient to avoid overflow during the time period between collection of materials and delivery to a recycling facility.

Section 4. Chapter 106 – LICENCES AND PERMITS is hereby amended as follows:

Sec. 106-2. Application process. is hereby amended by:

1. Adding “within 30 days of the listed denial letter date” following the phrase “request in writing” in the first sentence of subsection(g)(2).
2. Repealing subsection (l)(4) and replacing it with “A determination under this section (l) shall be sent via certified mail, return receipt requested, to the individual at the last known address as listed on the application or as provided by the individual at the hearing.”

Sec. 106-6. Permits required under this chapter. is hereby amended by:

1. Adding “(3)” after “501(c)” under c. *Fees*. 2. in subsection (a)(4)c.2.
2. Repealing the first sentence in (a) (8) *Appeal procedure*. and replacing it with “A denied applicant may request in writing within 30 days after the listed denial letter date a review of the determination to deny the special event permit application.”; and

Add the following as the final sentence “A determination under this subsection (8) shall be sent via certified mail, return receipt requested to the applicant at the last known address as listed on the application or as provided by the applicant at the hearing.” Under subsection (a)(8).

Section 5. Chapter 114 – PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS is hereby amended as follows:

1. By repealing subsection (e) of **Sec. 114-5. Registration information, examination and fees; appeal.** and recreating with:

- (e) Any person denied registration may request in writing within 30 days of the listed denial letter date a review of the determination to deny the registration. The appeal shall state

the reasons the applicant believes the decision to deny the registration to be in error. Failure to do so shall result in an automatic affirmance of the denial without further action by the issuing city official or the hearing body. The hearing shall be held before the city's license committee. Wis. Stats. Ch. 68 shall not apply to the city's licensing decision.

2. **Sec. 114-8. – Revocation of registration.** is hereby amended by repealing (c) recreating with:

- (c) Final determination under this section (c) shall be by the common council and shall be mailed via certified mail, return receipt requested, to the individual at the last-known address as listed on the application or as provided by the individual at the hearing.

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. This ordinance shall take effect upon its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of August, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 8/11/2026

Publication Date: _____

Effective Date: _____

Sec. 8-17. Sexual offender loitering restrictions.

- (b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except when the context clearly indicates a different meaning:

Child safety zones.

- (1) *Restricted zones.* Any facility used for:

- a. A public park, parkland, park facility;
- b. A public swimming pool;
- c. A public library;
- d. A recreational trail;
- e. A public playground;
- f. A school for children, including elementary, middle or high schools;
- g. Athletic fields used by children;
- h. A state-licensed day care center; and
- i. Any specialized school for children, including, but not limited to, a gymnastics academy or dance academy.

- (2) *Loiter free zones.* The 200-foot radius surrounding all restricted zones. The distance shall be measured from the closest boundary line of the real property boundary line of the applicable above enumerated uses.

Designated offender means any person who is required to register under Wis. Stats. § 301.45.

Loitering means, in addition to the definition found in section ~~8-16(a)8-18.1~~, whether in a group, crowd, or as an individual, to stand idly about, loaf, prowl, congregate, wander, stand, linger aimlessly, proceed slowly or with many stops, to delay or dawdle.

- (c) *Prohibited acts.*

- (1) *Restricted zones.*

- a. *Restricted zone restrictions.* No designated offender shall enter or be physically present upon any real property upon which there exists a facility identified in this section as a restricted zone.
- b. *Restricted zone restriction exceptions.* A designated offender may be physically present on any day or time within a restricted zone if all of the following are present:
 1. The designated offender has official business, which is determined by the reasonable person standard; and
 2. The designated offender is accompanied by another adult who is not a designated offender.

- (2) *Loiter free zones.* It is unlawful for a designated offender to loiter within a restricted zone or loiter free zone.

- (d) *Penalty.* Any person who shall violate any provision of this section shall be subject to forfeiture as provided in section 1-11 except that such forfeiture for a first offense shall be not less than \$500.00, plus costs and penalties and such forfeiture for a second or subsequent offense shall be not less than \$750.00, plus costs and penalties.

(Code 2001, § 8-18.2; Ord. No. 08-28, § 1, 10-7-2008; Ord. No. 09-30, § 3, 12-15-2009; Ord. No. 11-11, § 1, 5-3-2011)

10-12. – De Pere Youth Commission.

- (b) *Membership.* The Commission shall be comprised of at least seven (7) but not more than fifteen (15) members, who are students between the ages of 14 and 18 and reside in the City of De Pere or attend school in either the Unified School District of De Pere or the School District of West De Pere. The Mayor shall appoint the Commission members, subject to confirmation by the Common Council, which shall be selected through an application process, conducted by a selection committee designated by the Mayor. In the event the number of applicants exceeds the number of available member positions for any given term, a priority shall be given to applicants residing in the City of De Pere. Terms shall be for one (1) year, beginning the 4th Wednesday of May of each year. Thereafter, members may be reappointed through High School Senior Graduation. ~~The Common Council may designate one or more Alders to serve as Council Liaisons to the Commission for such terms as determined by council.~~ The Mayor shall also appoint one alderperson, subject to confirmation by the Common Council, as a council liaison to the Commission for a term of three years.

Sec. 82-4. Placement of garbage and collectible solid waste for city collection.

(a) *Placement of polycarts for collection.*

(1) *Residential, commercial, institutional, and manufacturer sources.*

- a. Residential, commercial, institutional, and manufacturer garbage and recyclables will be prepared as set forth below.
- b. All garbage and collectable recyclables shall be placed in the proper polycart. The polycart shall be placed within three feet of the curb with the directional arrow pointing toward the street where available. Collections may be made at the alley line where such parcels are served by an alley or adjacent to the sidewalk in designated downtown areas, subject to the consent and approval of the street superintendent.
- c. All polycarts shall be placed no less than four feet away from each other or any other objects.
- d. Polycarts shall not be placed in front of parked cars.
- e. During winter months, polycarts shall be placed in the driveway apron or on an adjacent area to the curb line which has been shoveled free of snow. In cases where the street superintendent determines that collection would be best facilitated by allowing property owners to place polycarts at other accessible points, this subsection may be waived by the city. Polycarts shall not be placed on top of a snowbank.
- f. All solid waste placed for collection shall be deemed abandoned and shall become property of the city upon being placed for collection.

(2) *Multifamily source.* There shall be no collection of garbage and collectable recyclables from multifamily sources.

(b) *Preparation of garbage for collection generally.* All garbage placed for collection shall be prepared as provided under this section. Containers which are not polycarts issued by the city shall not be placed for collection except as provided on overflow collection days.

(1) *Residential garbage.*

- a. All residential garbage must be placed inside the proper polycarts.
- b. No garbage shall be placed outside the polycart for collection unless the collection day is an overflow collection day or unless the resident has affixed an overflow tag to one or two plastic bags placed outside the cart for collection.

(2) *Condominiums.*

- a. Residential garbage and collectable recyclables from condominium units shall not take place upon the private condominium property unless the following are present:
 1. The private property provides adequate ingress and egress to municipal equipment and vehicles with such maneuverability as to allow that equipment and vehicles to access and depart the property without the necessity of backing the vehicles off of the private property; and
 2. The owner of such private property executes a hold harmless agreement as approved by the common council on March 2, 2004 (Resolution 04-31).
- b. If the condominium development cannot or does not comply with the above requirements, residential garbage and collectible recyclables will be collected from such development if

prepared in accordance with this section and placed for collection within three feet of the curb line.

- (3) *Commercial, institutional and manufacturing garbage.* Except as provided in section 82-2(d), commercial, institutional and manufacturing garbage must be placed in the proper polycart.
- (4) *Condition of disposable bags placed for overflow collection day.* All garbage placed for collection under this section shall be placed in a sufficient number of bags to adequately hold the garbage. All bags shall be securely tied and free of rips and tears. No sharp edges or protrusions shall be present. No bags shall be placed outside polycart for collection unless the collection day is an overflow collection day or unless there is an overflow tag affixed to one of the two bags placed outside the cart for collection.
- (c) *Collection of recyclables.* Collectable recyclables shall be separated from garbage and other collectable solid waste and placed for collection in the proper polycart in conformity with this subsection.
 - (1) *Residential collectable recyclables.* Occupants of single- to four-unit residences shall, to the greatest extent practicable, separate collectable recyclables from garbage and other solid waste and shall keep the collectable recyclables clean and free of contaminants, such as produce residue, oil or grease, or other nonrecyclable materials, including, but not limited to, household hazardous waste, medical waste and agricultural chemical containers. Recyclable materials shall be stored in accordance with section 82-3 in a manner which protects them from wind, rain and other inclement weather, and shall be placed curbside for collection as provided at section 82-4.
 - (2) *Commercial, institutional and manufacturing sources.* Recyclable materials may be placed for collection as provided in section 82-4.
 - (3) *Responsibilities of owners or designated agents of multifamily dwellings.* Owners or designated agents of multifamily dwellings shall be responsible to:
 - a. Provide adequate separate containers for ~~recyclable materials;~~the recycling program established in compliance with this ordinance. The number of recycling containers shall equal or be greater than the number of trash containers and at least one of the following shall be met:
 - (i) The minimum total volume of recycling container space is equal to 20 gallons per week per dwelling unit.
 - (ii) The ratio of trash container volume to recycling container volume is at most 2:1.
 - (iii) An alternative method that does not result in the overflow of a recycling container during the time period between collection of materials and delivery to a recycling facility.
 - b. Notify tenants in writing at the time of renting or leasing the dwelling and at least semiannually thereafter about the established recycling programs;
 - c. Provide for the collection of materials separated from the solid waste by tenants and the delivery of the materials to a recycling material facility;
 - d. Notify tenants of the reasons to reduce and recycle solid waste, which includes materials collected, how to prepare the materials in order to meet the processing requirement, collection methods or sites, locations and hours of operation, and a contact person or company, including the name, address and telephone number.

The requirements of subsections (c)(3)a through d of this section will not apply to the owners or designated agents of multiple-family dwellings if the postconsumer waste generated within the dwelling is treated at a processing facility licensed by the state department of natural resources which recovers collectable recyclables from solid waste in as pure a form as is technically feasible.

(4) *Responsibilities of owners or designated agents of commercial, institutional, and manufacturing parcels.* Owners or designated agents of nonresidential facilities and properties shall:

- a. Provide adequate, separate containers for ~~recyclable material.~~ the recycling program established under this section. The total volume of recycling containers shall be sufficient to avoid overflow during the time period between collection of materials and delivery to a recycling facility.
- b. Notify in writing, at least semiannually, all users, tenants and occupants of the properties about the established recycling program.
- c. Provide for the collection of materials separated from the solid waste by the users, tenants and occupants, and the delivery of the materials to a recycling facility.
- d. Notify users, tenants and occupants of reasons to reduce and recycle, which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or site, locations and hours of operation, and a contact person or company, including a name, address and telephone number.

The requirements of subsections (c)(4)a through d of this section do not apply to owners or designated agents of commercial, institutional and manufacturing parcels if the postconsumer waste generated within the facility or property is treated at a processing facility licensed by the state department of natural resources that recovers for recycling the collectable recyclables from solid waste in as pure a form as is technically feasible.

(5) *Separation of recyclables not required.* The requirement that collectable recyclables be segregated from garbage and other solid waste do not apply in the following circumstances:

- a. To the occupants of single-family and two-family to four-family unit residences, multiple-family dwellings and nonresidential facilities or properties that send their postconsumer waste to a processing facility licensed by the state department of natural resources that recovers recyclables from solid waste in as pure a form as is technically feasible.
- b. Solid waste which is burned as a supplemental fuel at a facility if less than 30 percent of the heat input to the facility is derived from the solid waste burned as a supplemental fuel.
- c. Any collectable recyclable for which a variance has been granted by the state department of natural resources under Wis. Stats. § 287.11 or Wis. Admin. Code § NR 544.14.

(6) *Collection time.* All garbage, collectable recyclables or other collectable solid waste shall be placed as required by this chapter by 6:30 a.m. on the designated collection day.

(7) *Preparation time.* All garbage, collectable recyclable or other collectable solid waste, when placed in front of a property pursuant to this chapter, shall not be so placed prior to 6:00 p.m. the day before the collection day for the garbage, collectable solid waste or collectable recyclable. Any polycart, solid waste or other item which is not collected in accordance with applicable provisions of this chapter shall be removed from curbside not later than midnight the day of collection.

(Code 2001, § 82-4; Ord. No. 16-12, 7-19-2016)

Sec. 106-2. Application process.

- (a) *Application.* Unless otherwise provided, application for a license or permit shall be made in writing to the responsible city department or officer, upon forms provided by the city. All application forms shall be fully completed and signed by the applicant, and all permit fees, if any, shall be paid before the application is processed.
- (b) *License/permit fee.* All applications for any license or permit shall be accompanied by the proper license or permit fee as established by resolution of the common council. No license or permit fee shall be refundable unless the license/permit is denied.
- (c) *Background check.* All applications for any license or permit which requires that a background check be run on the applicant shall be accompanied by a background check processing fee as determined by resolution of the common council. An applicant presenting multiple applications for license/permits at one time shall be subject to one processing fee as established by resolution of the common council. The background check processing fee shall be non-refundable.
- (d) *Delinquent debts owed to city.*
 - (1) No license or permit, other than dog or cat licenses, authorized or required by this Code shall be granted or issued:
 - a. To any person who owes any unpaid, delinquent personal property tax, room tax, special assessment, municipal court forfeiture, charges for false fire or burglar alarms or abandoned 911 calls, parking ticket, sewer or water bill, ambulance bill, hazardous material spill response charge, or inspection or reinspection fee.
 - b. For any premises for which sewer or water bills, room taxes, special assessments or special charges for current services owed to the city are delinquent and unpaid.
 - c. For any premises containing personal property upon which a personal property tax owed to the city by the applicant was assessed and the personal property tax remains unpaid and delinquent.

No license shall be denied if a payment becomes delinquent after a fully completed and properly executed application, together with any required application fee, has been filed with the appropriate city official.
 - (2) This subsection does not apply to a person whose personal liability for payment of a delinquent tax or other charge has been discharged by order of a federal bankruptcy court or other court of competent jurisdiction or to a person or property covered by an automatic stay issued by a federal bankruptcy court or other court of competent jurisdiction while the automatic stay is in effect.
- (e) *Bond and insurance.* All required bonds shall be executed by a surety company authorized to do business in the state. Where policies of insurance are required, such policies shall be subject to approval of the city attorney. Satisfactory evidence of coverage by bond or insurance shall be filed with the city before the license or permit is issued.
- (f) *Approval or denial of license or permit.*
 - (1) Where the approval of any city or state officer is required prior to the issuance of any license or permit, proof of such approval must be presented to the issuing city official before any license or permit is issued.
 - (2) No license or permit shall be approved if it appears that the conduct of the activity for which a license or permit is required will be contrary to the law, if it appears the applicant does not possess the

necessary qualifications or requirements for the license, or if it appears issuance of the license or permit would be contrary to the public health, safety or welfare.

(g) *Appeal or review of license or permit denial.*

- (1) Unless provided otherwise in this Code, if a license or permit application is denied, the applicant shall be informed of such decision, in writing, within ten days after the determination is made. The grant, denial, suspension or revocation of an alcohol license under Wis. Stats. § 125.12(1) or chapter 7 is subject to review under chapter 7.
- (2) The denied applicant may request in writing within 30 days of the listed denial letter date a review of the determination to deny the license or permit application. The appeal shall state the reasons the applicant believes the decision to deny the license or permit to be in error. Failure to do so shall result in an automatic affirmance of the denial without further action by the issuing city official or the hearing body. Except for a license applied for under section 106-4(a) or (b), the hearing shall be held before the city's license committee. Wis Stats. ch. 68 shall not apply to the city's licensing decisions. Appeal of denial of a license applied for under section 106-4(a) or (b) shall be heard by the board of health.

(h) *License and permit terms and renewal.*

- (1) Unless otherwise provided by this Code, the term of the license year shall commence on July 1 and end on June 30 of each year, unless the license period is for less than one year, in which case the term of the license shall commence with the date of issuance.
- (2) License or permit renewals shall be issued in the same manner and be subject to the same conditions as the original license or permit except that a determination to not renew a license or permit shall be subject to subsection (g)(1) of this section.
- (3) Permits shall be issued for the term set forth in the permit and shall not renew.

(i) *Display of license or permit.* Unless otherwise provided in this Code, all licenses and permits shall be displayed on the premises or vehicle for which it is issued. If a license or permit is required to be carried on the person, it shall be displayed to any law enforcement officer or other person authorized by ordinance to request the same.

(j) *Transfer.* No license or permit shall be transferable or assignable unless otherwise provided in this Code. No license or permit for environmental health services under section 106-4(b) shall be transferable or assignable unless otherwise provided in Wis. Admin. Code ch. ATPC 75.

(k) *Compliance with laws and regulations.* An express condition of holding a license or permit is compliance with all city, state and federal rules, regulations, laws and ordinances.

(l) *Suspension or revocation of license or permit.*

- (1) Except as otherwise provided by state law or this Code, any license or permit issued by the city may be revoked or suspended for any of the following reasons:
 - a. A violation of any term, condition or requirement of the license or permit;
 - b. A violation of any federal, state or city law, regulation or ordinance pertaining to the license or permit whenever such violation is substantially related to the licensed or permitted activity.
- (2) Except as provided in subsection (l)(3) of this section, upon the filing of a complaint alleging any violation identified in subsection (l)(1) of this section and requesting the suspension or revocation of a license or permit, the common council shall schedule a hearing on the same. Any complaint filed under this subsection shall be made by the department head of the department issuing such license or permit.

-
- (3) Upon the filing by the city health officer/director of a complaint requesting the suspension or revocation of a license or permit issued under section 106-4(a) or (b), the board of health shall schedule a hearing thereon.

- (4) ~~All hearings conducted under this section shall substantially comply with the provisions of Wis. Stats. § 68.11. Judicial review of the decision on suspension or revocation shall be governed by Wis. Stats. § 68.13. A determination under this section (l) shall be sent via certified mail, return receipt requested, to the individual at the last known address as listed on the application or as provided by the individual at the hearing.~~

- (5) A license or permit suspension shall be for not less than ten days and not more than 90 days. A license or permit revocation shall be for 12 months during which time the licensee or permittee shall be ineligible to apply for reinstatement of a license or permit that has been revoked.

- (6) No hearing shall be required or held for the revocation of a revocable occupancy permit issued under section 106-6(b) or (c) if such revocation is made pursuant to the terms of said permit.

(Code 2001, § 106-2; Ord. No. 15-01, § 1, 1-6-2015; Ord. No. 18-03, § 1, 1-16-2018; Ord. No. 18-17, §§ 1, 2, 8-21-2018; Ord. No. 19-23, § 1, 11-19-2019)

Sec. 106-6. Permits required under this chapter.

(a) *Special events.* This section applies to any public event, ceremony, demonstration, exhibition, march, pageant, parade, procession, race, athletic event, show or other similar display which interferes with the usual flow or regulation of traffic upon the streets, sidewalks, or rights-of-way, or the usual use of parks or other public grounds.

(1) *Definitions.* The following words, terms and phrases, when used in this subsection (a), shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

High hazard event means special events involving major physical activity by participants, moderate to severe exposure of spectators to hazards, and/or crowd sizes of 10,000 to 25,000 persons. High hazard events shall include, but not be limited to, events with more than 20 pounds of propane, and/or liquid petroleum (LP), and/or deep fat fryers, circuses and carnivals with rides, parades with floats, marathons or similar races, and team or individual sporting events.

Low hazard event means special events involving no physical activity by participants, no severe exposure of spectators to hazards, and no alcoholic beverages. Low hazard events shall include, but not be limited to, indoor and outdoor meetings, small theatrical performances, estate sales and auctions.

Medium hazard event means special events involving limited physical activity by participants, no severe exposure of spectators to hazards, and crowd sizes of less than 10,000 persons. Medium hazard events shall include, but not be limited to, dances, animal shows, political rallies, flea markets, and parades with no floats.

Special hazard events means special events involving severe exposure of spectators to hazards and/or crowd sizes in excess of 25,000 persons. Special hazard events shall include, but not be limited to, professional or collegiate sporting events, vehicle races and fireworks displays.

(2) *Permit required.* No person, organization or entity shall conduct, manage, engage in, or participate in a special event unless a permit has been obtained from the city clerk. The special event permit shall be in addition to any underlying permit requirement (i.e., parade permit; park use agreement).

(3) *Exceptions.* This section shall not apply to funeral processions, to neighborhood block parties in compliance with section 22-8, or to a governmental agency acting within the scope of their governmental function.

(4) *Application.*

a. *Filing and contents.* An application for a special event permit shall be filed with the clerk not less than 60 days before the proposed date of the event on a form to be provided by the clerk unless the permit request is for First Amendment expression purposes, in which case the application shall be filed within seven calendar days of the event. The application shall set forth the following information:

1. The name, address, and contact information of the person seeking to conduct such event.
2. The names, addresses, and contact information of the event coordinator and the on-site contact.
3. The date when the event is to be conducted.
4. The hours such event will start and terminate, including set-up and take-down times.
5. The event location or route to be traveled, the starting point, and the termination point, if applicable.

-
6. The approximate number of persons who, and animals and vehicles which, will constitute such event; the type of animals; and description of the vehicles, if applicable.
 7. A statement as to whether the event will occupy all or a portion of the width of any streets, including the names of the streets so affected.
 8. Whether any alcoholic beverages and/or food will be served and/or consumed in conjunction with the event, the locations of such activities, and whether the necessary licenses have been obtained.
 9. Any additional information which the clerk finds reasonably necessary to a fair determination as to whether a permit should be issued.
- b. *Late applications.* The clerk, where good cause is shown, may consider any application which is filed less than 60 days before the date such event is proposed to be conducted. Permit fees for processing late applications shall be doubled. Late application fees for IRS 501(c) organizations shall be the regular special event application fee.
- c. *Fees.*
1. A non-refundable application fee to cover the administrative costs of processing the permit shall be paid to the city by the applicant when the application is filed according to the schedule of fees adopted by resolution of the common council.
 2. The timely application fee and underlying permit fees other than park rental fees (unless earlier waived by the park board) are waived for events sponsored by charitable organizations which have IRS section 501(c)(3) status.
 3. Fees for services provided by the city for the event will be estimated by the city at the time of application. Events for which the estimated service fees are \$200.00 or less shall be billed for the services at the conclusion of the event. Events for which the estimated service fees are more than \$200.00 shall pay 50 percent of the estimated fees to the city clerk as a down payment at least 14 days prior to the start of the event. After the event, the city shall determine the actual service fees incurred and bill the applicant for those service fees less the deposit paid. The permit applicant shall pay such service fee bill within 30 days of receipt thereof.
 4. A cancellation charge shall be paid for events that are cancelled within 14 days of the scheduled start day of the event. The cancellation charge shall be based upon city costs incurred in preparing for the event prior to cancellation and shall be deducted from the service fee down payment referenced in subsection (a)(4)c.3 of this section. The minimum cancellation charge shall be \$100.00.
- d. *Insurance and indemnification.*
1. *Insurance.* Proof of general liability insurance in the amounts listed below shall be provided by the applicant. All such insurance policies shall name the city as an additional insured for the purposes of the special event. All policies of insurance shall provide the city not less than 30 days' notice of policy cancellation.
 - (i) Low and medium hazard events: \$1,000,000.00 per occurrence.
 - (ii) High hazard and special hazard events: \$2,000,000.00 per occurrence. Higher insurance limits may be required for particular high hazard events as determined necessary by the city attorney.
 2. *Indemnification.* Permit holder shall indemnify and save and hold the city and all of its officers, employees and agents harmless from any and all injury that may occur to any

party as the result of the event permitted. This provision is intended to indemnify and hold harmless the city to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, permit holder shall maintain a general liability insurance policy on its event/operations as required in subsection (a)(4)d.1 of this section.

(5) *Additional city services.*

- a. If the special event will require more than the minimal use of any city equipment or services, the applicant shall pay a fee for such services. This may include, but is not limited to, police services, fire/rescue services, barricades and the like. The fee for such equipment or services shall be the actual city personnel costs expended and/or fees as determined by resolution of the common council. Charitable organizations which have IRS 501(c) status shall be charged 50 percent of the established fee for events which start and stop within the corporate limits of the city; events which do not start and stop in the city are not eligible for a service fee reduction. As a condition of the approval of any application, the applicant shall agree to pay, within 30 days of billing, the costs of any additional city services.
- b. No service fees shall be charged to IRS 501(c) applicants who do not collect any form of revenue, payment, entrance fee, application fee or cost sharing arrangement, whether in the form of money, in-kind benefit, or repayment deferment or forgiveness from event participants, patrons or event sponsors. This exception shall apply to all events occurring in 2016 and after.
- c. To ensure public safety for the event and the city, the city reserves the right to require special events to maintain minimum levels of dedicated fire/EMS services and police/security services throughout the duration of the event. Estimated minimum services will be determined prior to the event (see guidelines) but may reasonably increase or decrease as actual event conditions change to ensure public safety. Actual public safety services shall be determined in the sole discretion of the police/fire chief or their respective designee. Outside vendors may be retained for such services; however, city approval of such vendors and services shall be obtained prior to the event. If the use of outside public safety vendors is approved, the city may require that, in addition to the outside public safety presence, city personnel and/or equipment be present to manage any public safety event that may occur. The city reserves the right to reject any or all outside vendors for any reason or no reason.

(6) *Standards for issuance.* The clerk shall issue the permit when, from a consideration of the application, consultation with other city departments as necessary, and from such other information as may otherwise be obtained, it appears that:

- a. The applicant has complied with all of the application requirements of subsection (a)(4) of this section.
- b. The conduct of the event will not substantially interrupt the safe and orderly movement of other traffic in the vicinity of its location.
- c. The conduct of the event will not require the diversion of so great a number of police officers or emergency medical personnel as to prevent normal public safety protection to the city.
- d. The concentration of persons, animals, and vehicles at the event will not unduly interfere with proper fire and police protection of or ambulance service to areas in the vicinity of the event.
- e. The conduct of the event will not unduly interfere with the operation of hospitals, schools, or other public institutions.

-
- f. The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays in route.
 - g. The special event will not conflict or interfere with another special event for which a permit has already been granted.
 - h. There are a sufficient number of parking spaces within a reasonable distance to accommodate the number of vehicles expected.
 - i. Adequate sanitation or other necessary health facilities will be available at the event.
 - j. The conduct of the event is not reasonably likely to cause injury to persons or property.
 - k. The applicant has no history of noncompliance with any city or state regulation pertaining to the activities covered by this section.
- (7) *Action upon application.* The clerk shall provide written notice of the issuance or denial of the permit within 30 days of receipt of an application, unless the permit request is for First Amendment expression purposes within a public forum, in which case the written notification shall be provided within three days of application. If the application is denied, the notice shall state the reasons for the denial.
- (8) *Appeal procedure.* A ~~denied applicant~~ ~~y person aggrieved~~ may request in writing within 30 days of the listed denial letter date a review of the determination to deny the special event permit application. This appeal shall state the reasons the applicant believes the decision to deny the permit to be in error. Failure to do so shall result in an automatic affirmance of the denial without further action by the issuing city official or the hearing body. The hearing shall be held before the city's finance/personnel committee. Wis. Stats. ch. 68 shall not apply to the city's special event permit decisions. A determination under this subsection (8) shall be sent via certified mail, return receipt requested, to the applicant at the last known address as listed on the application or as provided by the applicant at the hearing.
- (9) *Duties of permittee.* A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.
- (10) *Event cancellation.* The city manager or fire department battalion chief may cancel a special event, regardless of whether a permit has been issued or not, with or without prior notice, due to any significant change in conditions which would or may adversely affect the public health or safety of the community, or for any condition which places facilities, grounds, or other natural resources at risk of damage or destruction if the event were allowed to take place. All fees paid prior to cancellation will be refunded to the permit applicant.
- (b) *Encroachments/obstructions upon right-of-way and other property owned by city (non-park) and the redevelopment authority of the city.*
- (1) *General requirements.* Permission for encroachment or obstruction of city right-of-way or other non-park city or redevelopment authority owned property (herein, city-owned property), other than as allowed or permitted under other sections of this Code, shall be by revocable occupancy permit as provided in this section.
- a. Request for a revocable occupancy permit shall be in writing and made to the development services director, or in the director's absence, the city manager/assistant city manager (director).
 - b. Each request shall describe the location of the encroachment/obstruction, the purpose of the encroachment/obstruction and the length of time it is expected to last. A map (scaled preferred) shall accompany the request.

-
- c. Each requestor shall provide proof of liability insurance in such limits as approved by the city attorney, which policy of insurance shall name the city and, if applicable, the redevelopment authority of the city as an additional insured thereunder for the purposes of the activity allowed in the permit.
 - d. Revocable occupancy permits for encroachments/obstructions on right-of-way shall comply with Wis. Stats. § 66.0425.
 - e. Each request shall be reviewed by the director for compliance with state, federal and local transportation and accessibility requirements and for a determination of safety concerns associated with the encroachment or obstruction. If the director determines the request meets those requirements and all other requirements of this section, the city attorney shall draft the revocable occupancy permit, including such conditions as may be recommended by the director or such conditions as may be required under this Code or state or federal laws. Following execution of the permit by the applicant, it shall be executed by the planning director on behalf of the city.
 - f. Permits may be administratively renewed by the issuing party if all permit requirements continue to be met.

(2) *Specific permits.*

- a. *News boxes.* In addition to meeting the requirements of subsection (b)(1) of this section, requests for placement of news boxes upon city right-of-way or other city property (non-park) shall meet the following:
 - 1. Adequate pedestrian passageway shall be maintained.
 - 2. No chaining, bolting, or other means shall be used to attach a news box to any property within public right-of-way without prior express written permission of the property owner.
 - 3. News boxes shall be maintained in a safe, neat, and clean condition at all times. Any graffiti placed upon such boxes shall be removed within 24 hours of notice to permit holder.
 - 4. The news box shall be no larger than 52 inches times 34 inches times 20 inches (height times width times depth).
 - 5. Minimum adequate open space shall be provided as follows:
 - (i) At least two feet behind any curb face;
 - (ii) At least three feet behind any curb face at any place where parking is prohibited or stopping, standing or parking is restricted;
 - (iii) At least five feet from any driveway, fire hydrant, emergency facility or bus shelter opening;
 - (iv) At least 15 feet between news boxes and police or fire station driveway, railroad track and marked or unmarked crosswalk.
 - 6. No news box shall remain empty of current publications for more than 14 consecutive days.
 - 7. Allowable advertising, other than the name of the publication, shall appear only once, shall be on the side of the news box facing away from the street, and shall not exceed 18 inches by 18 inches.

-
- b. *Sidewalk cafe permit.* In addition to the requirements of subsection (b)(1) of this section, requests for a cafe permit for use of city right-of-way or other city property (non-park) shall meet the following:
1. *Definitions.* The following words, terms and phrases, when used in this subsection (b)(2)b, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Class B license means such alcohol beverage license as is issued by the common council allowing the sale and consumption of alcohol beverages on a licensed premises.

Sidewalk cafe means any group of tables, chairs, benches, or partitions maintained upon the city's right-of-way or public sidewalks and walkways for use directly adjacent to an establishment with a valid restaurant license.
 2. *Sidewalk cafe permit.*
 - (i) Any sidewalk cafe permit applicant seeking to serve alcohol beverages in the sidewalk cafe shall make separate application to amend the applicant's "Class B" license to conform with the location of the sidewalk cafe.
 - (ii) Outdoor furniture and equipment.
 - A. All tables, chairs and other materials and equipment placed on the permitted area for operation of the sidewalk cafe shall be portable and shall not be permanently affixed to the surface of the permitted area.
 - B. All outdoor furniture and equipment shall be removed from the permitted area before the close of business and not returned to the permitted area until the usual and customary opening of the sidewalk cafe each day. A permit applicant may request to be exempt from this section, which must be indicated on the permit application. Such requests are subject to the approval of the director of public works and the director of development services or their designees. If the request is approved, all furniture and equipment left outside overnight shall be stacked and secured in a single location against the permittee's building in a manner that prevents the furniture and equipment from being removed from the permitted area. An exemption shall not be approved under this section if requested in an area where the city has invested in beautification efforts.
- c. *Construction staging purposes.* The director of public works or, in his/her absence, the city engineer (collectively public works director), may issue a revocable occupancy permit as meets the requirements of this section allowing for the temporary use of city right-of-way or other city property for construction staging purposes. The public works director may set a reasonable fee for the privilege of such permit.
- (c) *Encroachments/obstruction upon park property.* Permission for encroachment or obstruction of city-owned park property, other than as allowed or permitted under other sections of this Code, shall be by revocable occupancy permit as provided in this section.
- (1) Request for a revocable occupancy permit shall be in writing and made to the director of parks, recreation and forestry, or in the director's absence, to the city manager/assistant city manager (park director).

-
- (2) Each request shall describe the location of the encroachment/obstruction, the purpose of the encroachment/obstruction and the length of time it is expected to last. A map (scaled preferred) shall accompany the request.
 - (3) Each requestor shall provide proof of liability insurance in such limits as approved by the city attorney, which policy of insurance shall name the city as an additional insured thereunder for the purposes of the activity allowed in the permit.
 - (4) Each request shall be reviewed by the park director for compliance with state, federal and local transportation and accessibility requirements and for a determination of safety concerns associated with the encroachment or obstruction. If the park director determines the request meets those requirements and all other requirements of this section, the city attorney shall draft the revocable occupancy permit, including such conditions as may be recommended by the park director or such conditions as may be required under this Code or state or federal laws. Following execution of the permit by the applicant, it shall be executed by the park director on behalf of the city.
 - (5) Permits may be administratively renewed by the issuing party if all permit requirements continue to be met.
- (d) *Special variance permit for noise regulation exceedance in conjunction with outdoor entertainment incidental to primary business activity.* Permission to exceed noise regulation limitations found in in conjunction with outdoor entertainment incidental to the primary business activity on premises which is not covered by any other permit issued by any city department shall be allowed only by permit issued by the health director as provided in this section.
- (1) Application shall be made in writing to the health director. Such application shall include the following information:
 - a. Name, address and contact information of requestor;
 - b. Date and location of the outdoor entertainment event;
 - c. The time of date the entertainment is expected to begin and end;
 - d. A description of the proposed entertainment, including name of performing group and explanation regarding requestors belief that the performance will exceed the noise limits set forth by the city;
 - e. Reason permit is being requested, including steps to minimize noise; and
 - f. Such fee as is determined by resolution of the common council shall accompany the application.
 - (2) No permit may be issued if any conditions of a similar permit issued for the premises in the previous 12 months were violated or not met.
 - (3) No permit will be granted to allow noise regulation exceedances to continue past 11:00 p.m.
 - (4) Permits will be issued under this section only for occasional, periodic or sporadic public entertainment noise exceedances. No more than four specific events may be requested in a single permit application.
 - (5) The permit requestor shall notify all immediately adjacent property owners of any permit being granted under this section prior to the event.
 - (6) All permits issued shall be conditioned upon the following:
 - a. If sound amplification is to be used, it shall be positioned so as to face away from residential properties; and
 - b. Any amplified sound shall be maintained at a reasonable level and shall not interfere with other's enjoyment of the neighborhood.

-
- (7) Appeal of a permit denial shall be as provided in subsection (e) of this section except that the appeal shall be to the board of health.

(e) *Appeal.*

- (1) In the event an application for a revocable occupancy permit under this section is disapproved, the applicant shall be informed in writing within ten days of application of the reasons for disapproval. The applicant or any interested party may appeal the disapproval decision to the board of public works in the case of disapproval issued by the development services director or the public works director or may appeal the park director's decision to the board of park commissioners.
- (2) Any such appeal shall be made within ten days of notice of disapproval. The appeal must be in writing and must state the reasons why the applicant believes the decision to be in error. Failure to state the reasons why the decision is in error shall result in automatic approval of the denial without further action.
- (3) Within 20 days after receipt of the appeal, the proper board shall hold a hearing which substantially complies with the conduct hearing requirements of Wis. Stats. § 68.11(2). Within 20 days after the hearing, the board shall issue a written decision which shall affirm, reverse or modify the determination. This decision shall be a final decision. Judicial review of such decision shall be as provided in Wis. Stats. § 68.13.

- (f) *Fee.* The fee for revocable occupancy permits issued under this section, other than for construction staging purposes, shall be as determined by resolution of the common council.

(g) *Fireworks and pyrotechnics display.*

- (1) Pursuant to Wis. Stats. § 167.10, the mayor delegates to the fire chief or the chief's designee the authority to issue permits for the use within the city of those classes of fireworks or pyrotechnics for display within the city. No permit shall be issued to a person under the age of 18 years.
- (2) No person shall possess or use fireworks or pyrotechnics for which a permit is required without such permit.
- (3) Application for a permit shall be to the fire chief not less than 15 days in advance of the date of the display.
- (4) Permittee shall save and hold the city harmless from any and all injury that may occur to any party as the result of permittee's use of fireworks/pyrotechnics for display within the city. This provision is intended to indemnify and hold harmless the city to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, permittee shall maintain a general liability insurance policy on its business operations in an amount of not less than \$2,000,000.00 per occurrence and shall produce a certificate of insurance demonstrating to the satisfaction of the city that the city is named as an additional insured for the purposes of the permit.
- (5) Permittee shall comply with all requirements of Wis. Stats. § 167.10 and the current edition of the National Fire Protection Association Standard 1123 and all municipal ordinances in the handling of the fireworks/pyrotechnics.

(Code 2001, § 106-6; Ord. No. 15-01, § 1, 1-6-2015; Ord. No. 15-05, §§ 1, 2, 1-20-2015; Ord. No. 15-11, §§ 1, 2, 3-17-2015; Ord. No. 15-21, §§ 1, 2, 7-7-2015; Ord. No. 15-23, §§ 1, 2, 7-21-2015; Ord. No. 16-03, §§ 1—5, 1-19-2016; Ord. No. 16-13, § 1, 8-2-2016; Ord. No. 16-33, § 1, 12-20-2016; Ord. No. 19-23, §§ 2, 3, 11-19-2019; Ord. No. 19-31, §§ 1, 2, 12-17-2019; Ord. No. 21-12, § 1, 5-18-2021; Ord. No. 21-13, §§ 1, 2, 6-15-2021; Ord. No. 24-18, § 10, 9-17-2024)

Sec. 114-5. Registration information, examination and fees; appeal.

- (a) Applicants for registration must complete and return to the city clerk a registration form furnished by the city which shall require the following information:
- (1) Name, previous names or aliases, permanent address and telephone number, and temporary address, if any;
 - (2) Age, height, weight, color of hair and eyes;
 - (3) Name, address and telephone number of the person, firm association or corporation that the direct seller represents or is employed by, or whose merchandise is being sold;
 - (4) Temporary address and telephone number from which business will be conducted, if any;
 - (5) Nature of business to be conducted and a brief description of the goods offered, and any services offered;
 - (6) Proposed method of delivery of goods, if applicable;
 - (7) Make, model and license number of any vehicle to be used by applicant in the conduct of his/her business;
 - (8) Last cities, villages, towns, not to exceed three, where the applicant conducted similar business, if any; and, where employer conducted similar business;
 - (9) Place where applicant can be contacted for at least seven days after leaving the city;
 - (10) Statement as to whether the applicant has been convicted of any crime or ordinance violation related to applicant's transient merchant business; the nature of the offense and the place of conviction;
 - (11) Date of request for registration.
- (b) Applicants shall present the following to the city clerk for examination:
- (1) A driver's license or some other proof of identity as may be reasonably required.
 - (2) A state certificate of examination and approval from the state sealer of weights and measures where applicant's business requires use of weighing and measuring devices approved by state authorities.
 - (3) A state health officer's certificate where the applicant's business involves the handling of food or clothing and is required to be certified under state law; dated not more than 90 days prior to the date the application for license is made.
 - (4) A state seller's permit from the state department of revenue where the applicant's business involves making taxable retail sales from an in-state location and is required to obtain a seller's permit under state law.
 - (5) All permits, certificates, licenses, or other approvals required by the state related to the applicant's business activity.
- (c) At the time the registration is returned for filing with the city clerk, the applicant shall pay to the clerk such fee as determined by resolution of the common council. Such fees may include late fees or fees for expedited process. The applicant shall sign a statement appointing the city clerk as his/her agent to accept service of process in any civil action brought against the applicant arising out of any sale or service performed by the applicant in connection with any activities. The city clerk shall immediately forward by first class mail any such court papers to the permanent address of the applicant as listed on the application for registration.

-
- (d) Upon receipt of each application and display of receipt for payment of fee, the city clerk shall immediately refer it to the chief of police or designee for investigation of the statements made in the application, to be completed within ten business days of referral.
- (1) The city clerk shall refuse to register the applicant if it is determined, pursuant to the investigation, any one of the following:
- a. The application contains any material omission or materially inaccurate statement;
 - b. Valid or substantial complaints of material nature against the applicant received by authorities in the communities where the applicant conducted similar business;
 - c. The applicant had his/her registration revoked by the common council and six months since the date of revocation, or decision or appeal, have not elapsed;
 - d. The applicant was convicted of, or is subject to a pending charge of, a crime, statutory or regulatory violations, or ordinance violation for an offense which is substantially related to the circumstances of the particular job or licensed activity or the nature of which is directly related to the applicant's fitness to engage in direct selling or solicitation;
 - e. The applicant failed to comply with any applicable provision of subsection (b) or (c) of this section.
- (2) Upon completion of such investigation, the city clerk shall, subject to the restrictions contained in subsection (d)(1) of this section, register the applicant as a direct seller or solicitor and shall issue to the applicant an identification card.
- a. Solicitor registrations shall be valid for one month;
 - b. Direct seller registrations shall be valid for either one month or 12 months, at the election of the registrant.
- (3) The identification card shall contain the applicant's name and representation, a current photograph of the applicant, the date of registration and the date of expiration, and a disclaimer that the city, despite registration requirements, does not endorse or condone the activities of the applicant. Said card shall be embossed in plastic and shall be issued to the applicant upon registration.
- a. Such card shall be visibly displayed at all times the applicant is conducting direct sale or solicitations;
 - b. No applicant may engage in direct sales or solicitations prior to registration and issuance of such identification;
 - c. The city clerk shall require payment in such amount as determined by resolution of the common council to issue a replacement card.
- (e) Any person denied registration may ~~appeal the denial. Wis. Stats. §§ 68.07 through 68.16 shall govern any appeal and the city attorney or designee is appointed as impartial decision maker for any hearing on administrative appeal.~~ request in writing within 30 days of the listed denial letter date a review of the determination to deny the registration. The appeal shall state the reasons the applicant believes the decision to deny the registration to be in error. Failure to do so shall result in an automatic affirmance of the denial without further action by the issuing city official or the hearing body. The hearing shall be held before the city's license committee. Wis. Stats. Ch. 68 shall not apply to the city's licensing decision.

(Code 2001, § 114-5; Ord. No. 05-38, § 1, 10-4-2005; Ord. No. 06-33, § 14, 11-8-2006; Ord. No. 09-29, § 2, 12-1-2009; Ord. No. 14-20, § 2, 12-16-2014; Ord. No. 21-18, § 1, 8-17-2021)

Sec. 114-8. Revocation of registration.

- (a) Registration may be revoked by the common council after notice and a hearing for any of the following:
 - (1) Making any material omission or materially inaccurate statement in the application for registration;
 - (2) Making any fraudulent, false, deceptive or misleading statement or representation in the course of engaging in the direct sales of soliciting;
 - (3) Violating any provisions of the chapter;
 - (4) Being convicted of any crime or any statutory, regulatory or ordinance violation which is directly related to the registrants' fitness to engage in direct selling or soliciting;
 - (5) Conducting direct sale or solicitations in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.
- (b) Written notice of the hearing or revocation shall be given by the city clerk setting forth specifically the grounds of the complaint and the time and place of the hearing. Such notices shall be mailed postage prepaid to the registrant at his/her last-known address, as listed on the application, at least five days prior to the date set for hearing or shall be served in the same manner as a summons in a civil matter at least three days prior to the date set for hearing.
- (c) Final determination under this section (c) shall be by the common council and shall be mailed via certified mail, return receipt requested, to the individual at the last-known address as listed on the application or as provided by the individual at the hearing.

~~The hearing, final determination and any judicial review shall be governed by Wis. Stats. §§ 68.11(2) and (3), 68.12 and 68.13.~~

~~(1) The city attorney shall act as prosecutor of any complaint;~~

~~(2) Final determination shall be by the common council and shall be mailed postage prepaid, by the city clerk to the individual at the last-known address as listed on the application or as provided by the individual at the hearing.~~

(Code 2001, § 114-8; Ord. No. 05-38, § 1, 10-4-2005)

CITY OF DE PERE MEMO



To: James G. Boyd, Mayor
Members of the Finance/Personnel Committee
From: Angela Zills, Paralegal
Date: August 11, 2026 (meeting date)
RE: Quarterly Ordinance clean-ups

The Law Department strives to make ordinance changes for clean-ups/minor changes on a quarterly basis.

The following changes to the De Pere Municipal Code are being brought forward for consideration during this review period:

- Section 8-17 (b) - revise the cross-reference in the definition of loitering to refer to the correct section.
- Section 10-12(b) – having the Mayor appoint one alderperson to serve a council liaison to the Commission (for each alderperson election term of three years), similar to appointments by the Mayor to other boards and commissions;
- Section 82-4(c)(3) and (4) – make Wisconsin Department of Natural Resources recommended modifications to the definition of what is considered “adequate” in terms of adequate separate containers for recyclable materials for multi-family and commercial, institutional and manufacturing parcels.
- Section 106-6(a)(4) – revise the reference from 501(c) to 501(c)(3), the specific sub-category reserved for charitable, religious and educational groups, more in line with the intent of the fee-waiver for special events, rather than just the broad category for federal tax-exempt nonprofits organizations.
- Chapter 106 was amended earlier this year to route most license denial appeal hearings to the City’s License Committee, rather than Finance/Personnel Committee. Recently, the Law Department discovered that Chapter 114 should have been changed as well to follow the same process for solicitor permit denials.
- Both Chapter 106 and 114 are also being amended at this time to clarify that an appeal shall be requested within 30 days and also require that any such hearing determination shall be mailed to the applicant by certified mail.

Redlined versions of the proposed changes are attached for your review.

If approved, these changes will be put into formal ordinance format and brought forward to the Common Council for final approval.

AMZ



City of De Pere, Wisconsin

8.A

Request for Common Council Action

Meeting Date: August 18, 2026
Department: Health
From: Chrystal Woller, Health Director/Officer
Subject: Resolution #26-80 Authorizing an intergovernmental agreement with the Village of Howard for Citizen Animal Response Team (CART) services.
Recommendation: Motion to approve.

At the May 11th, 2026 meeting, the Board of Health unanimously approved this agreement and recommended it be brought forth to the Common Council for final approval.

Attachments:

Reso26-80, CART Agreement_Reviewed by Legal, Memo_CART for Common Council

RESOLUTION #26-80

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF DE PERE AND THE VILLAGE OF HOWARD FOR ANIMAL PICK UP
(Humane Officer and Citizen Animal Response Team)

WHEREAS, the City's Health Department and Police Department have utilized the services of the Village of Howard's Citizen Animal Response Team on an as needed basis for response services for wild animals that pose a potential public health risk or when domestic or exotic animals exceed the Police Department's capacity to manage safely; and

WHEREAS, although the Parties have worked cooperatively without an agreement for many years, the Parties believe it is in the interests of their respective communities to formalize the existing working relationship to ensure accountability, support continuity of response capabilities and protect the Parties by having clear, mutually understood terms as provided in the attached Intergovernmental Agreement Between the City of De Pere and the Village of Howard for Animal Pickup (Humane Officer and Citizen Animal Response Team (CART) Services; and

WHEREAS, the Parties also believe it is in their individual and mutual best interests to enter into this Agreement to foster intergovernmental cooperation between the Parties pursuant to the authority set out in Wis. Stat. §66.0301.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are hereby authorized and directed to execute An Intergovernmental Agreement Between the Village of Howard and the City of De Pere for Animal Pick up (Humane Officer and Citizen Animal Response Team (CART) Services Pursuant to Wisconsin Statute §66.0301, as is attached hereto.

BE IT FURTHER RESOLVED THAT:

All City officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of August, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 05/11/2026

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HOWARD AND THE CITY OF DE PERE FOR ANIMAL PICK UP (HUMANE OFFICER AND CITIZEN ANIMAL RESPONSE TEAM (CART)) SERVICES PURSUANT TO WISCONSIN STATUTE §66.0301.

This Agreement is entered into this _____ day of _____, 2026, between the City of De Pere, a Wisconsin municipal corporation (the "City") and the Village of Howard, a Wisconsin municipal corporation (the "Village"), (hereinafter referred to individually as a "Party" or collectively as "the Parties") pursuant to the authority set out in Wis. Stat. § 66.0301 regarding municipal intergovernmental cooperation.

WHEREAS the Village and the City agree that there would be a mutual benefit to both communities if the Village provides animal pick up (animal control/humane officer and citizen animal response team) services to the City; and

WHEREAS the sharing of the cost of the equipment and operations for animal control / humane officer and citizen animal response team represents an opportunity to reduce costs, operate safely and more efficiently and provide greater response to its citizens;

NOW, THEREFORE, BE IT RESOLVED that the Village and the City mutually agree on the terms and conditions of an intergovernmental agreement for the Village to provide animal pick up (animal control / humane officer and citizen animal response team) services to the City as follows:

CONTRACT

For good and valuable consideration, including the mutual covenants contained herein, the Village and the City do hereby enter into the following Agreement pursuant to Wisconsin Statute §66.0301:

1) **INTENT**

The intent of this Agreement is to set forth the responsibility of the Parties for animal pick up (animal control / humane officer and citizen animal response team) services furnished by the Village to the City.

2) **DEFINITIONS**

- a. For the purposes of this Agreement, the following terms shall be defined as follows:
 - i. The term "CART" shall mean Citizen Animal Response Team.
 - ii. The term "Officer" shall mean the Humane Officer.
 - iii. The term "Public Safety Risk" shall mean a sick/injured wild animal that if not captured or attempted to be captured, poses a risk to

health and safety by way of injury, property damage or spreading of disease to humans or other animals.

3) VILLAGE OF HOWARD RESPONSIBILITY

a. During the term of this Agreement, the Village shall have the following responsibilities:

- i. The Village shall be the employer of the Officer and all CART personnel.
- ii. The Village shall maintain animal control equipment used by the CART personnel.
- iii. The Village shall provide training for the Officer and CART personnel.
- iv. The Village will provide animal response services according to the following Officer and CART protocols:
 1. Upon request by the City Police Department or an authorized representative from the De Pere Health Department, the Officer will respond to animal rescue calls. When the Officer is not available, CART personnel shall respond.

2. Capture and transport as follows:

- a. Domestic Animals – Humane Society
- b. Wildlife – Wildlife Sanctuary

Injured domestic animals shall be taken to Blue Pearl Fox Valley or a local ER Animal Hospital if available. Blue Pearl or the local ER Animal Hospital will speak with the On-Call Humane Society vet to determine best course of treatment. Costs will be billed to the Humane Society and handled under the current prevailing sheltering agreement in place between the City and the Humane Society.

3. The Officer or CART will respond to domestic animal calls **only if requested by an officer of the De Pere Police Department or an authorized representative from the De Pere Health Department.**

- a. **The Officer or CART will respond to any domestic animal calls if the De Pere Police Department or an authorized representative from the De Pere Health Department deems they do not have the capacity to handle and transport safely, such as but not limited to exotics, reptiles, amphibians, or snakes.**

b. The Officer or CART will respond to cats and dogs as requested as well.

4. The Officer or CART will respond to wildlife calls if requested by either De Pere Police, an authorized representative from the De Pere Health Department, or a private citizen upon referral from the Wildlife Sanctuary and/or Wisconsin DNR. Wildlife calls will only be billed to the City of De Pere if it is a qualifying Public Safety Risk situation.

5. Services will be available upon request 24/7.

6. The Officer or CART will provide pick up assistance or advice only. The Officer or CART will not do any enforcement unless a new agreement is constructed and the Officer is appointed in accordance with WI Chap 173.

v. The Village shall carry comprehensive property and liability insurance for the Officer and CART operations.

vi. The Village shall process all payrolls for the Officer and CART personnel.

vii. The Village will invoice the City Police Department within 30 days of services rendered for animal control services. The Village will include with the invoice a report of all animal call responses made by the Officer or CART personnel in the City.

1. For the Humane Officer and CART responses, billing will be a flat fee charge of \$20.00 per hour plus mileage (IRS Standard Rate).

4) CITY OF DE PERE RESPONSIBILITY

a. During the term of this Agreement, the City shall have the following responsibilities:

i. The City will make payment to the Village within thirty (30) days of the monthly billings for the Officer and CART services, according to the calculation outlined.

5) INDEMNIFICATION

Each Party agrees to save and hold harmless, to the fullest extent allowed by law, the other Party and its principals, officers, employees, and volunteers from and against all claims, demands, suits, actions, payments, liabilities, judgments, and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, employees, or volunteers in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including any loss of use resulting therefrom. Nothing in this Agreement shall require either Party to indemnify or hold harmless the other Party from liability for the negligent or wrongful acts or omissions of said other Party or its principals, officers, or employees. The hold harmless and indemnity provisions of this Agreement shall survive the termination of this Agreement and shall remain operative until the time that all potential claims or potential civil actions by the Parties or by third parties shall expire under existing law.

6) RESERVATION OF RIGHTS

Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or estop the Parties or their insurers from relying upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, the Parties or their insurers shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

7) GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the state of Wisconsin.

8) MODIFICATIONS

This Agreement may be amended or modified in writing signed by the Parties. While the parties aspire to review and approve proposed agreement modifications within 30 days, the parties understand and agree that certain modifications may require additional time beyond 30 days to negotiate and incorporate into an amended agreement and/or may require approval from either or each respective governing body.

9) TERM & TERMINATION

This Agreement is effective as of the date written above and shall remain in effect for a period of one (1) year. Upon expiration of the initial Agreement term, this Agreement shall automatically renew for successive one (1) year increments unless a notice of termination is delivered to the other Party with at least a (60) days' notice.

10) AUTHORITY

The undersigned represent that they have the lawful authority to execute this Agreement on behalf of their governing body.

11) ASSIGNMENT

Unless authorized and agreed upon in writing by the City in its sole discretion, the Village may not assign or otherwise transfer any right or privilege conferred by this Agreement.

12) NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if personally delivered or properly sent by First-Class Mail, addressed as follows:

If to City:

Attn: Health Officer/Director or Police Chief

335 S. Broadway

De Pere, WI 54115

If to Village:

Attn: Humane Officer/Administrator

13) WAIVER

No waiver of any default of City or Village hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by City or Village shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

14) FINAL AGREEMENT

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by further writing that is duly executed by all Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the
day and year first above written:

CITY OF DE PERE

By:

Kimberly T. Flom, City Manager

Carey E. Danen, City Clerk

VILLAGE OF HOWARD

By:

Name, Title

Name, Title

CITY OF DE PERE

MEMO



Meeting Date: 8/18/2026
Department: Health, Police
From: Chrystal Woller BSN, RN, MBA/Chief Jeremy Muraski

Re: Recommendation from the Board of Health to approve a formal agreement with the Village of Howard for Citizen Animal Response Team (CART) services

Historically, the Health Department has funded response services related to wild animals that pose a potential public health risk to residents, such as animals exhibiting signs of rabies or other communicable diseases. Separately, the De Pere Police Department (DPPD) has utilized and funded the same service provider for assistance with domestic or exotic animals when situations exceeded the department's capacity to manage safely.

Although these services have been provided to the City for many years, they have been rendered without the support of a formal agreement. The Village of Howard's Citizen Animal Response Team (CART) providing these services is now seeking to formalize the existing working relationship to ensure clarity regarding responsibilities, cost structures, and expectations. This agreement does not create new obligations; rather, it documents practices already in place.

It is important to note that the referenced agreement would only be executed when services are specifically requested by DPPD or De Pere Health Department. Formalizing this arrangement will support accountability, ensure continuity of response capabilities, and protect both the City and the service provider by having clear, mutually understood terms. This agreement has been approved by the Board of Health, unanimously, at the meeting on May 11th, 2026, and has been reviewed and approved by the legal department.



City of De Pere, Wisconsin

8.B

Request for Common Council Action

Meeting Date: August 18, 2026
Department: Health
From: Chrystal Woller, Health Director/Officer
Subject: Resolution #26-81 Approving Grant Agreement Modification for Wisconsin Department of Health Services 2026 Consolidated Contract for communicable disease control & prevention in the amount of \$3,580.
Recommendation: Motion to approve.

Approved unanimously by the Board of Health at the 8/10/2026 meeting.

Attachments:

Reso26-81, 155800_-_De_Pere_HD_-_2026_DPH_Consolidated_C, Council
Memo_155800 Communicable disease contract

RESOLUTION #26-81

APPROVING GRANT AGREEMENT MODIFICATION FOR WISCONSIN DEPARTMENT OF HEALTH SERVICES 2026 DPH LPHD CONSOLIDATED CONTRACT FOR COMMUNICABLE DISEASE AND PREVENTION

WHEREAS, the Health Department receives annual funding from the State of Wisconsin Department of Health Services (WI DHS) to advance local health initiatives; and

WHEREAS, in order to secure an annual award of funding in the amount of \$3, 580 for its Communicable Disease Control and Prevention Program, it is necessary to enter into another modification to the 2026 Division of Public Health (DPH) Local Public Health Department (LPHD) Consolidated Contract/DHS Grant Agreement No. 435100-G26-DPHCC26-17 M1; and

WHEREAS, the attached modification has been reviewed by the Board of Health, which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager is hereby authorized and directed to execute the Grant Agreement Modification between the State of Wisconsin Department of Health Services and De Pere DPH for 2025 DPH LPHD Consolidated Contract (DHS Grant Agreement #435100-G26-DPHCC26-17 M1) as is attached hereto, along with any subsequent renewals or amendments thereof provided the terms and conditions are substantially similar, with each subsequent renewal or amendment subject to such changes as deemed necessary upon review by the City Attorney.

BE IT FURTHER RESOLVED THAT:

All City officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of August, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 08/10/2026

**Wisconsin Department of Health Services
Contract Centralization Legal Review**

Agreement Number: **435100-G26-DPHCC26-17 M1**

Bureau of Procurement and Contracting (BPC) Review:

- ☐ This agreement requires **Standard** OLC review.
- ☐ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and requires **Simple** OLC review.
- ☒ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and does **not** require **Additional** OLC review.
- ☐ This agreement uses intergovernmental cooperative purchasing.

Description:

N/A

Office of Legal Counsel (OLC) Review and Approval:

- ☐ This agreement has been reviewed for form and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

Name:

Title:

Date Signed



GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
Depere Dph
for
2026 DPH LPHD Consolidated Contract

DHS Grant Agreement No.: 435100-G26-DPHCC26-17 M1
 Agreement Amount: \$3,580
 Agreement Term Period: 10/1/2025 to 9/30/2027
 GEARS Pre-Packet No: 4766

DHS Division: Division of Public Health
 DHS Grant Administrator: Anna Benton
 DHS Email: DHSGACMail@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Chrystal Woller
 Grantee Address: 335 S BROADWAY, DE PERE, WI,
 541152526
 Grantee Email: cwoller@deperewi.gov

Modification Description: We are adding funding for the Communicable Disease Control and Prevention Program (Profile 155800). Please see attached scope of work. Final reports are due 45 days from the end of the designated contract period for any included profiles.

This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin

Department of Health Services

Authorized Representative
 Name

Title

Signature

Date

Grantee

Entity Name

Authorized Representative
 Name
 Chrystal Woller

Title
 Health Officer/Health Department Director

Signature

Date

CIVIL RIGHTS COMPLIANCE ATTACHMENT

The Wisconsin Department of Health Services and Grantee agree to the below change to the agreement. The below enumerated agreement revision is hereby incorporated by reference into the agreement and is enforceable as if restated therein in its entirety.

Section 10 of the Agreement (“CIVIL RIGHTS COMPLIANCE”) is hereby amended by inserting the following:

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Sub-contractor or any other entity with which the Grantee arranges to carry out its programs and activities.

In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

GEARS PAYMENT INFORMATION

DHS GEARS STAFF INTERNAL USE ONLY
GEARS PAYMENT INFORMATION

The information below is used by the DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement.

GEARS Contract year: 2027

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472779	Depere Dph	60	7/1/2026	6/30/2027	\$3,580

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155800	COMM DISEASE CTRL & PREV		-	\$3,580	\$3,580	N/A
					\$3,580	

Exhibit 1

DHS internal usePurchase Order ☐GEARS ☒**Scope of Work**

Between

De Pere Department of Public Health

and

The Department of Health Services, Division of Public Health (DHS/DPH)

Communicable Disease Control and Prevention (LHD and Tribal HD)**I. PURPOSE AND AUTHORITY****Program Background and Funding Authority**

This agreement is supported by state funds appropriated to DHS for the purpose of supporting and improving communicable disease control and prevention measures.

Funds must be used to support approved program activities consistent with the applicable agreement terms, state requirements, and program objectives.

Purpose of This Scope of Work

This Scope of Work (SOW) describes activity examples, deliverables, and payment requirements under the Agreement between the Wisconsin Department of Health Services (DHS) and the Subrecipient.

Funding is authorized under Wisconsin § 252.185 and must be used in accordance with applicable state requirements and the terms and conditions of this Agreement.

Authority and Compliance Requirements

All activities and costs under this SOW must comply with:

- The Agreement between DHS and the Subrecipient
- Wisconsin DHS policies and applicable state law

In the event of a conflict, the Agreement governs.

II. PERIOD OF PERFORMANCE

Start Date: 7/1/2026

End Date: 6/30/2027

Only costs incurred during this period are eligible for reimbursement. Costs incurred during this period are eligible for reimbursement. Costs incurred prior to the start date or after the end date of the period of performance are not allowable.

Exhibit 1

III. POINT OF CONTACTS

DHS Contacts	
Name/Contact Info	Role
Kristi Wehrwein kristil.wehrwein@dhs.wisconsin.gov	Grant Agreement Manager
Subrecipient Contacts	
Name/Contact Info	Role
Chrystal Woller cwoller@deperewi.gov	Contractor – Project Contact

Each party shall notify the other in writing of any changes to designated contacts.

IV. PROGRAM OBJECTIVE

The purpose of this funding is to support local efforts related to the prevention, detection, and control of communicable diseases in accordance with Wisconsin § 252.185

V. DELIVERABLES AND PERFORMANCE REQUIREMENTS

Deliverables are based on the approved work plan and applicable program requirements. The Subrecipient must complete the activities and submit documentation identified below in accordance with the timelines specified. Deliverables must include sufficient detail to allow DHS to verify completion of activities and compliance with Agreement requirements.

Deliverables below identify the documentation DHS will use to verify completion of those activities.

Program Activities

Activity Number	Activity Description
1	GEARS Expense Reports
<u>2</u>	Survey Response – https://survey.alchemer.com/s3/8850852/2026-2027-Financial-Reporting-for-Local-and-Tribal-Health-Agencies-for-Communicable-Disease-Funds

Exhibit 1

Deliverables

Deliverable	Activity Number(s)	Supporting Documentation	Due Date
Monthly	1	GEARS expenditure reporting forms	Monthly
Annual	2	Survey response	8/14/2027

Allowable Activities (Examples)

Funding may be used for activities including, but not limited to:

- Disease surveillance and investigation
- Outreach and education
- Training and workforce development
- Purchase of equipment to support response activities
- Community awareness and prevention

DHS will review submitted deliverables and supporting documentation to verify completion of activities and compliance with Agreement requirements prior to approving payment or determining continued funding eligibility.

GEARS: DHS will conduct post-payment review; costs may be disallowed and recovered.

VI. BUDGET AND BUDGET LIMITATIONS

Subrecipient must use funds in accordance with the approved budget. Subrecipient shall not exceed the total approved budget.

All costs must:

- Support activities identified in this SOW
- Comply with the allowability standards established in the Agreement
- Be incurred during the period of performance
- Be properly documented

Unallowable Costs

Funding may not be used for:

- Meals for trainings or conferences
- Activities not directly related to communicable disease prevention, detection, or response

Exhibit 1

VII. PAYMENT METHOD

Payment method will be GEARS reimbursement, as identified in the Agreement.

GEARS Reimbursement Payment Method

The Subrecipient shall submit reimbursement requests through the Grant Enrollment Application and Reporting System (GEARS).

Reimbursement requests must:

- Are governed by the terms of the Agreement.
- Be submitted no later than **thirty (30) days** following the end of the month in which costs were incurred.

Final reimbursement requests must be submitted by **August 14, 2027** following the end of the period of performance.

Submission of reimbursement requests does not constitute DHS approval of costs.

Reimbursement requests must meet the requirements outlined in Section VIII – Invoice and Documentation Requirements.

Failure to submit monthly or complete invoices may result in delayed payment, enhanced monitoring, or other remedies permitted under the Agreement.

VIII. INVOICE AND DOCUMENTATION REQUIREMENTS

Reimbursement requests must include:

- GEARS Profile Number: 155800 (LHDs) or 65580 (Tribes)
 - Month costs incurred
 - Contract Year (2027)
- Survey Results

The Subrecipient must maintain sufficient source documentation to support all costs charged to this Agreement (e.g., payroll records, time documentation, receipts, contracts, travel support) and provide documentation to DHS upon requests in accordance with the Agreement.

IX. PAYMENT AUTHORIZATION AND COST ALLOWABILITY

Payment is subject to DHS review and approval in accordance with the Agreement. DHS reserves the right to disallow costs, withhold payment, and require reimbursement of costs determined to be unallowable.

Exhibit 1

X. MONITORING AND COMPLIANCE

The Subrecipient is responsible for ensuring compliance with all requirements of the Agreement and this Scope of Work.

Subrecipient activities are subject to financial and programmatic monitoring by DHS as described in the Agreement. If deficiencies are identified, DHS may require corrective action in accordance with the Agreement.

XI. RECORD RETENTION

The Subrecipient must comply with all record retention requirements described in the Agreement and applicable federal and state regulations.

XII. CLOSEOUT REQUIREMENTS

August 14, 2027 the Subrecipient shall submit all required closeout documentation, including the final financial report, final program report, and final invoice or reimbursement request (if applicable).

XIII. COST DISALLOWANCE AND RECOVERY

DHS reserves the right to disallow costs and recover funds determined to be unallowable in accordance with the Agreement.

DEPARTMENT OF HEALTH SERVICES
Division of Enterprise Services
F-01788 (03/2022)

STATE OF WISCONSIN

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

SIGNATURE – Official Authorized to Sign Application		Date Signed
For (Name of Vendor)	Unique Entity Identifier (UEI), if applicable	

Certificate Of Completion

Envelope Id: F7981289-A847-834F-8054-6345BC5DDE18

Status: Sent

Subject: 155800 - De Pere HD - 2026 DPH Consolidated Contract - 435100-G26-DPHCC26-17 M1

Source Envelope:

Document Pages: 10

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Yvette Smith

AutoNav: Enabled

201 East Washington Avenue

Envelopeld Stamping: Enabled

Madison, WI 53703

Time Zone: (UTC-06:00) Central Time (US & Canada)

yvettea.smith@dhs.wisconsin.gov

IP Address: 136.226.84.166

Record Tracking

Status: Original

Holder: Yvette Smith

Location: DocuSign

7/9/2026 8:48:40 AM

yvettea.smith@dhs.wisconsin.gov

Security Appliance Status: Connected

Pool: StateLocal

Signer Events

Signature

Timestamp

Chrystal Woller

Sent: 7/9/2026 8:50:16 AM

cwoller@deperewi.gov

Viewed: 7/9/2026 3:30:32 PM

Health Officer/Health Department Director

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 7/9/2026 3:30:32 PM

ID: 6d0047eb-208e-40a9-a237-6d545a6413ca

Anna Benton

anna.benton@dhs.wisconsin.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

DHS DPH Contract Routing

dhsdphcontractrouting@dhs.wisconsin.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

COPIED

Sent: 7/9/2026 8:50:14 AM

DPH Contracts

DHSDPHContracts@dhs.wisconsin.gov

DPH Contracts Shared Account

Wisconsin Department of Health Services

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

COPIED

Sent: 7/9/2026 8:50:15 AM

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
GEARS Contracts DHSCARSContracts@dhs.wisconsin.gov Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/9/2026 8:50:15 AM
Kelly Burke kburke@mail.de-pere.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/9/2026 8:50:18 AM
Sara Lornson slornson@deperewi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/3/2026 8:01:49 AM ID: dba267ba-4bc0-410c-9827-243bb7cbd108	COPIED	Sent: 7/9/2026 8:50:18 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/9/2026 8:50:16 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Department of Health Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Health Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: DHSCentral@dhs.wisconsin.gov

To advise Wisconsin Department of Health Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DHSCentral@dhs.wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Department of Health Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DHSCentral@dhs.wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Health Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to DHSCContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.

CITY OF DE PERE

MEMO



To: Common Council
From: Chrystal Woller BSN, RN, MBA, Health Director
Meeting Date: 8/18/2026

Re: Recommendation from the Board of Health to approve WI DPH Consolidated Contract #155800 (Communicable Disease Control & Prevention) in the amount of \$3,580.

The De Pere Health Department has received notification of the department's annual communicable disease control and prevention award through WI Department of Health Services in the amount of \$3,580. The Communicable Disease Control and Prevention grant is state appropriated funding intended to support local health departments to conduct disease surveillance, case follow-up, staff development and training, public education and outreach, as well as other infection control measures. This grant amount remained the same as the allocation in 2025. This was approved unanimously by the Board of Health at the 8/10/2026 meeting.

The budget period for both proposed awards is July 1, 2026-June 30, 2027.



City of De Pere, Wisconsin

8.C

Request for Common Council Action

Meeting Date: August 18, 2026
Department: Health
From: Chrystal Woller, Health Director/Officer
Subject: Resolution #26-82 Supporting sustainable state funding for local public health departments.
Recommendation: Motion to approve.

Approved unanimously at the 8/10/2026 Board of Health meeting.

Attachments:
Reso26-82, Council Memo_Proposed Resolution from WALHDAB

RESOLUTION #26-82

SUPPORTING SUSTAINABLE STATE FUNDING FOR LOCAL PUBLIC HEALTH DEPARTMENTS

WHEREAS, in Wisconsin, local health departments (LHDs) are legally required to provide a core set of public health services under Wisconsin Statutes Chapter 251 and Wisconsin Administrative Code Chapter DHS 140; and

WHEREAS, responsibilities of LHDs have expanded significantly in recent years due to emerging public health threats, workforce shortages, and increasing community health needs; and

WHEREAS, local health departments rely heavily on a combination of limited state aids, categorical grants, and local property tax levy to fund these mandated services; and

WHEREAS, current state funding mechanisms for public health are largely outdated, not indexed to inflation, and do not reflect the true cost of delivering foundational public health services; and

WHEREAS, Wisconsin currently ranks 49th lowest in state dollars dedicated to public health per person (https://www.americashealthrankings.org/explore/measures/PH_funding); and

WHEREAS, Public health initiatives consistently deliver high returns on investment (ROI), with recent data showing a median ROI of 14.3 to 1, often saving \$14 in medical and societal costs for every \$1 spent (<https://www.pew.org/en/research-and-analysis/articles/2025/07/08/public-health-initiatives-deliver-big-returns-on-investment>); and

WHEREAS, reliance on short-term, restricted, or competitive grant funding creates instability and limits long-term planning; and

WHEREAS, cities and counties bear a disproportionate share of the financial burden for providing foundational public health services, placing additional pressure on local property taxpayers; and

WHEREAS, a strong and adequately funded public health system is essential to protect the health, safety, and economic stability of Wisconsin residents and communities; and

WHEREAS, this resolution has been reviewed by the Board of Health which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council supports continuing to build and retain public health infrastructure through increased and flexible funding.

BE IT FURTHER RESOLVED THAT:

Such a funding model should:

- Provide increased General Purpose Revenue (GPR) support for local health departments;
- Include automatic inflationary adjustments;
- Allow for flexible use of funds to meet local needs; and
- Reduce reliance on short-term, restricted, and/or competitive grants.

BE IT FURTHER RESOLVED THAT:

That the State of Wisconsin recognizes public health as a core governmental function and prioritizes sustained investment to ensure consistent service delivery across all jurisdictions.

BE IT FURTHER RESOLVED THAT:

City of De Pere requests that the Wisconsin Counties Association and League of Wisconsin Municipalities advocate for policies that reduce the reliance on local property tax levy to fund foundational public health services.

BE IT FURTHER RESOLVED THAT:

The City Clerk is directed to forward a copy of this resolution to the Governor of Wisconsin, members of the Wisconsin State Legislature, the Wisconsin Department of Health Services, and all Wisconsin counties and cities with local public health departments.

BE IT FURTHER RESOLVED THAT:

That all City officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of August, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 08/10/2026

CITY OF DE PERE

MEMO



To: Common Council
From: Chrystal Woller BSN, RN, MBA
Meeting Date: 8/18/2026

Re: Recommendation from the Board of Health to approve the Wisconsin Association of Local Health Departments and Boards (WALHDAB) proposed resolution.

This resolution highlights the significant public health funding gap in Wisconsin, where the state ranks 49th in per-capita GPR support for local public health—a gap that directly affects health departments across the state of Wisconsin. The De Pere Health Department receives \$3,580 in state GPR funding, restricted solely to communicable disease work. The remainder of our budget relies on unpredictable federal pass-through grants and the local tax levy, which now supports 69% of our proposed 2027 budget. This context underscores why securing more stable, flexible state public health funding is essential for maintaining foundational services and ensuring reliable, year-round protection of community health. The original resolution was authored and approved in Wood County and since then, others have passed the resolution and have encouraged others to do the same, including the Wisconsin Counties Association's Health and Human Services Committee. This resolution was approved unanimously by the Board of Health at the 8/10/2026 meeting.



Request for Common Council Action

Meeting Date: August 18, 2026
Department: City Clerk
From: Carey Danen, City Clerk
Subject: Resolution #26-83 Rescinding property tax (St. Norbert College Parcel WD-232; 414 Fourth Street).
Recommendation: Motion to approve.

The Finance/Personnel Committee voted unanimously at its August 11, 2026 meeting to recommend approval of this item.

In February 2025, St. Norbert College submitted a request to Accurate Appraisal to classify parcel WD-232 (414 Fourth Street) as tax exempt. Accurate did not remove the parcel from the 2025 assessment roll, resulting in the property being issued a tax bill in error. Under Wis. Stat. 74.43, this qualifies as a palpable error. St. Norbert College paid the tax bill and subsequently notified the City of the mistake.

Accurate Appraisal has submitted a Correction of Error as part of the 2026 assessment roll, and the Board of Review approved the correction at its June meeting. This refund request is consistent with the statutory process for correcting palpable errors and reimbursing taxpayers for assessments made in error. I have included the following attachments in the agenda packet for your reference: the Correction of Errors form, Accurate's letter to the property owner, the tax bill, and the receipt showing payment.

I am requesting approval to issue a refund to St. Norbert College in the amount of \$2,637.02 for the taxes paid on parcel WD-232. There are sufficient funds in the Illegal Taxes/Refunds Uncollectables account for this payment. Following issuance of the refund, the City will submit a chargeback request to the other taxing jurisdictions for their respective portions. Please note that the Department of Revenue does not act on chargebacks until after the October 1 submission deadline. The other jurisdictions then have until February 15th, 2027 to remit payment. At that time, approximately \$1,680 will be returned to the City.

Thank you for your consideration. Please contact me in advance of the meeting with any questions.

Attachments:

Reso26-83, 70.43 De Pere 2026, Accurate Appraisal Correction of Error letter, 2025 tax bill, 2025 tax bill receipt

RESOLUTION #26-83

RESCINDING PROPERTY TAX
(Parcel WD-232; 414 Fourth Street)

WHEREAS, Wis. Stat. §70.43 authorizes the correction of palpable errors made and discovered by assessors; and

WHEREAS, St. Norbert College, as the owner of Parcel WD-232, qualifies for a property tax exemption as a private college under Wis. Stat. §70.11(3) and has historically requested that parcels under its ownership be swapped out for exemption status, capped at a total of 80 acres; and

WHEREAS, City's assessor, Accurate Appraisal LLC, has determined that it incorrectly valued the property located at 414 Fourth Street, Parcel WD-232, for the 2025 assessment roll, which constitutes a palpable error under Wisconsin Statute §74.33(1)(c); and

WHEREAS, the Common Council, acknowledging the palpable error in assessment of property tax, wishes to rescind the 2025 taxes in the amount of \$2,779.02.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

1. The Common Council hereby rescinds the 2025 property tax for Parcel WD-232 pursuant to Wis. Stat. §74.33(1)(c) based upon the property being exempt by law from taxation.
2. The City Clerk is authorized and directed to formally rescind the 2025 property tax for Parcel WD-232 and to charge back the other appropriate taxing jurisdictions in Brown County for their portion received pursuant to Wis. Stats. §§ 74.33(1)(c) and 74.41.
3. The City of De Pere shall make payment to St. Norbert College for 2025 property taxes for Parcel WD-232 in the amount of \$2,779.02, based upon the property being exempt by law from taxation and, therefore, palpable error pursuant to Wis. Stats. §§ 74.33(1)(c) and 74.41.

4. That all City officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of August, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 08/11/2026

2026

(Year)

CORRECTIONS OF ERRORS BY ASSESSORS (SEC. 70.43, WIS. STATS.)

Note: Assessor should complete columns (a) through (e) and forward to the clerk as part of the assessment roll.
Send to clerk electronically as well, if possible. The clerk will complete columns (f), (g), and totals.

	(a) Parcel / Account Number Property Location & School Code Owner's Name, Street Address, City, State, Zip (1)	(b) Previous Year's Assessed Value	(c) Corrected Value	(d) Real Property Amount of Adjustment (c-b)	(e) Personal Property Amount of Adjustment (c-b)	(f) Previous Year's Net Mill Rate (2)	(g) T – Tax net school credit L – Lottery credit F – First Dollar credit N – Net Tax (3)
1	ED-2382 2051 Profit Place One Source Tech, LLC 2051 Profit Place De Pere WI 54115 0000	2,104,000	2,539,800	435,800			T – 0.00 L – F – N – 0.00
2	WD 232 414 Fourth St St . Norbert College, INC 100 Grant St De Pere WI 54115	186,500	0	186,500			T – 0.00 L – F – N – 0.00
3							T – 0.00 L – F – N – 0.00
4							T – 0.00 L – F – N – 0.00
5							T – 0.00 L – F – N – 0.00
6							T – 0.00 L – F – N – 0.00

2026

(Year)

CORRECTIONS OF ERRORS BY ASSESSORS (Continued)

	(a) Parcel / Account Number Property Location & School Code Owner's Name, Street Address, City, State, Zip (1)	(b) Previous Year's Assessed Value	(c) Corrected Value	(d) Real Property Amount of Adjustment (c - b)	(e) Personal Property Amount of Adjustment (c - b)	(f) Previous Year's Net Mill Rate (2)	(g) T – Tax net school credit L – Lottery credit F – First Dollar credit N – Net Tax (3)
7							T – 0.00 L – F – N – 0.00
8							T – 0.00 L – F – N – 0.00
9							T – 0.00 L – F – N – 0.00
10							T – 0.00 L – F – N – 0.00
Grand Totals . . →				249,300	0		0.00

(1) Enter Property and Owner Information in order listed.

(2) Net Mill Rate – see Publication PA-502, Assessment and Tax Roll Instructions for Clerks at www.revenue.wi.gov/html/pubs.html.

(3) T – Enter total tax less school levy tax credit.

L – If Principal Residence, enter amount of Lottery & Gaming Credit adjustment, if any.

F – If Real Estate includes an improvement, enter amount of First Dollar Credit adjustment, if any.

N – Enter net amount (T minus L and F)

↑
Real Property
Total enter on
line 23c1 of the
Statement of
Assessment

↑
Personal Property
Total enter on
line 23c2 of the
Statement of
Assessment

↑
Total of code "N" entries.
Enter on Line I
of the Statement
of Taxes.



6/6/2026
St. Norbert College, Inc
100 Grant St

RE: WD-232

It has come to our attention that your property qualifies for a correction of error. WD-232 due to not making it exempt. The Wisconsin State Statutes 74.43 states that this qualifies as a palpable error, and we can do a correction of error.

We will be adjusting the value to \$0 on the 2025 assessment roll. You do have the right to appeal this amount at the 2026 board of review.

If you have any questions concerning this or the value placed on the property, please call 920-749-8098 or email info@accurateassessor.com

Sincerely,

Accurate Appraisal LLC

Date sent to Property owner: _____

Initials: _____

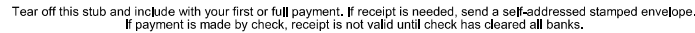
Total Due For Full Payment

\$2,779.02

- - OR - -

\$1,460.51

DE PERE WI 54115



Postponed 2nd installment payments will be collected by Brown County.



2025 Real Estate Property Tax Receipt

07/14/2026
09:46:10 AM

Tax District: CITY OF DE PERE
County: BROWN COUNTY
Parcel #: WD-232
Alt. Parcel #:
Plat:
Legal Description:
6,688 SQ FT ASSESSOR'S PLAT OF W DEPERE E 130 FT OF PCL "A" OF LOT 14 OF STEWART'S 1ST ADDN

Property Address: 414 FOURTH ST
Section/Town/Range:
Volume/Page: 3028031 1648540 1597299
Acres: 0.153
Block/Condo Bldg:

Bill #: 9086745

Total Land	Total Improve	Total Value	Ratio	Est. Fair Market Value
23,500	163,000	186,500	1.0067	185,200

Payment

Date Paid: 01/30/2026
Interest/Penalty Date: 01/30/2026
Receipt #: 30506
Gen. Property Tax: 2,637.02
Special Assessment: 0.00
Special Charges: 142.00
Delinquent Utility Charges: 0.00
Private Forest Crop Taxes: 0.00
Woodland Tax Law Taxes: 0.00
Managed Forest Land Taxes: 0.00
Interest: Jan 2026 0.00
Penalty: Jan 2026 0.00
Other Charges: 0.00
Total Amount Paid: 2,779.02
CR Batch #: 921 **Transaction #:** 36402
Transaction Cash: 0.00
Transaction Check: 151,885.10
Transaction Other: 0.00
Transaction Overpayment: 0.00

Balance

Prior Tax Balance: 2,779.02
Tax Amount Paid: 2,779.02
New Tax Balance: 0.00
Interest: Jan 2026 0.00
Penalty: Jan 2026 0.00
New Balance Due: 0.00

Payment Note:
ST NORBERT COLLEGE, CK # 00561564

If Paid By Check, Tax Receipt Is Not Valid Until Check Has Cleared All Banks.

RECEIVED BY:

CITY OF DE PERE
TREASURER
335 S BROADWAY
DE PERE WI 54115

ST NORBERT COLLEGE INC
100 GRANT ST
DE PERE WI 54115