



Common Council Regular Meeting Agenda

Tuesday, September 1, 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. Presentations/Awards/Recognition

- A. Presentation of check from the De Pere Youth Hockey Association to the City of De Pere in the amount of \$50,000 for flooring replacement at the De Pere Ice Arena.

6. Public Hearings

- A. Public Hearing on a request to approve July 2026 amendments to Municipal Code Chapter 16 (Floodplain Zoning Ordinance) for Letter of Map Revisions.
- i. Notice of public hearing.
 - ii. Recommendation from Plan Commission.
 - iii. Ordinance #26-18 Amending Chapter 16 of the De Pere Municipal Code (Floodplain Zoning Ordinance).
- B. Public Hearing on a request to approve July 2026 amendments to Municipal Code Chapter 14 (Zoning Ordinance) for shipping container uses in the Mixed-Use Districts.
- i. Notice of public hearing.
 - ii. Recommendation from Plan Commission.
 - iii. Ordinance #26-19 Amending Chapter 14 of the De Pere Municipal Code (Zoning Ordinance).

7. 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

8. New Business

- A. Approval of the minutes of the August 18, 2026 Common Council meeting.
- B. Recommendation from Plan Commission to approve a 37-lot and 1-outlot extraterritorial preliminary plat of Trellis Drive at 4546 Trellis DR in Ledgeview (Parcels D-395-3, D-395-4-1, D-2028).
- C. Recommendation from the Board of Park Commissioners to approve the bid from Lunda Construction in the amount of \$221,577 for the Voyageur Dock replacement project, with up to \$28,777 in funds from unassigned reserves.
- D. Recommendation from the Board of Park Commissioners to approve the base bid and alternate bid from Highway Landscapers in the amount of \$231,139 for the Wilson Park project, with up to \$52,239 in funds from unassigned reserves.
- E. Approval of a donation from Habitat for Humanity to place murals on the baseball dugouts at Kelly Danen Park.

9. Resolutions

- A. Resolution #26-84 Authorizing Hold Harmless and Property Access Agreement with Walleyes for Tomorrow - Bay of Green Bay Chapter for Perkofski Boat Launch.
- B. Resolution #26-85 Authorizing amendment to boat launch fees.
- C. Resolution #26-86 Approving home improvement loan and authorizing disbursement to Cinthia Kay Dziaduch (1305 Lost Dauphin Road).
- D. Resolution #26-87 Authorizing utility easement for Wisconsin Public Service (Nicolet Parking Lot/Nicolet Alley; Parcels WD-917-2 and WD-933).
- E. Resolution #26-88 Authorizing Parking Lease Agreement with William Street Investment Partners, LLC.

10. Future Agenda Items

11. 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

5.A

Request for Common Council Action

Meeting Date: September 1, 2026
Department: Parks, Recreation & Forestry
From: Marty Kosobucki, Parks, Recreation and Forestry Director
Subject: Presentation of check from the De Pere Youth Hockey Association to the City of De Pere in the amount of \$50,000 for flooring replacement at the De Pere Ice Arena.
Recommendation:

Attachments:
None



City of De Pere, Wisconsin

6.A

Request for Common Council Action

Meeting Date: September 1, 2026
Department: Development Services
From: Peter Schleinz, City Planner/Zoning Administrator
Subject: Public Hearing on a request to approve July 2026 amendments to Municipal Code Chapter 16 (Floodplain Zoning Ordinance) for Letter of Map Revisions.
Recommendation:

Attachments:
None



City of De Pere, Wisconsin

6.A.i

Request for Common Council Action

Meeting Date: September 1, 2026
Department: Development Services
From: Peter Schleinz, City Planner/Zoning Administrator
Subject: Notice of public hearing.
Recommendation:

Attachments:
Public Hearing Notice_Floodplain Zoning_9-1-26 mtg_Class 2

Publish: August 14, 2026, and August 21, 2026, in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, September 1, 2026**, at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on the following: Adding new subsection 16-05(2)(a)(5) for Letter of Map Revisions to Chapter 16 De Pere Municipal Code regarding the Floodplain Zoning Ordinance.

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

A copy of the proposed revision to the Chapter 16 Floodplain Zoning Ordinance is available by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 28th July, 2026.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd

Mayor

Carey E. Danen

City Clerk



City of De Pere, Wisconsin

6.A.ii

Request for Common Council Action

Meeting Date: September 1, 2026
Department: Development Services
From: Peter Schleinz, City Planner/Zoning Administrator
Subject: Recommendation from Plan Commission.
Recommendation: Motion to approve.

On July 27, 2026, Plan Commission unanimously recommended approval by a vote of 7-0.

Attachments:
Floodplain Zoning Ordinance Memo - 27 Jul 2026

CITY OF DE PERE MEMO



To: James Boyd, Mayor
Plan Commission Members

From: Peter Schleinz, Senior Planner | Zoning Administrator

Date: July 27, 2026

RE: **Consideration and possible action For July 2026 amendments to Municipal Code Chapter 16 (Floodplain Zoning Ordinance).***

Summary:

On April 18, 2023, the Floodplain Zoning Ordinance was repealed and replaced to comply with Wisconsin 2019 ACT 175 requirements for local governments regulating nonconforming structures in a floodplain. The new Floodplain Zoning Ordinance became effective on April 21, 2023.

On July 1, 2026, the Wisconsin Department of Natural Resources informed City staff about three Letter of Map Revision (LOMR) references that must be added to a list of 'Official Maps and Revisions' within the Floodplain Zoning Ordinance as new subsection 16-05(2)(a)5. The new subsection would read as follows:

5. Letter of Map Revision (LOMR) numbers 95-05-029R effective 12/21/1994, 19-05-3386P effective 9/18/2020, 23-05-0990P effective 9/25/2023.

A copy of the Floodplain Zoning Ordinance is included with this memo. The new subsection is redlined on page 1-2.

Staff Request:

Recommend that the Common Council approve an amendment to add subsection 16-05(2)(a)5. to the Floodplain Zoning Ordinance.

- A Class II public hearing will be held prior to the Common Council final decision.



City of De Pere, Wisconsin

6.A.iii

Request for Common Council Action

Meeting Date: September 1, 2026
Department: City Attorney
From: Angela Zills, Paralegal
Subject: Ordinance #26-18 Amending Chapter 16 of the De Pere Municipal Code (Floodplain Zoning Ordinance).
Recommendation: Motion to approve.

The Law Department has prepared the attached ordinance to facilitate the July 2026 amendments to the Floodplain Zoning Ordinance as recommended by the Plan Commission.

Attachments:

Ord26-18, FINAL REVISION - Floodplain Zoning Ordinance - 28 Jul 2026

ORDINANCE #26-18

AMENDING CHAPTER 16 OF THE DE PERE MUNICIPAL CODE
(Floodplain Zoning Ordinance)

WHEREAS, the Common Council of the City of De Pere having reviewed the recommendation of the City Plan Commission regarding the July 2026 amendments to Chapter 16 (Floodplain Zoning Ordinance) of the City of De Pere Municipal Code and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk, having published a Class 2 Notice of Public Hearing regarding such proposed Floodplain Zoning Ordinance amendments, and pursuant thereto, a public hearing having been held on the 1st day of September, 2026 at 7:35 p.m. and the Common Council having heard all interested parties, their agents and/or attorneys;

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

Section 1. Chapter 16 – FLOODPLAIN ZONING ORDINANCE shall be amended by creating subsection 16-05(2)(a)5. as follows:

5. Letter of Map Revision (LOMR) numbers 95-05-029R effective 12/21/1994. 19-05-3386P effective 9/18/2020, 23-05-0990P effective 9/25/2023.

Section 2. That all other ordinances in conflict herewith are hereby repealed.

Section 3. That this ordinance shall take effect upon passage and publication.

Ordinance #26-18
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 1st day of
September, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee/Commission Approval: 07/27/2026

Publication Date: _____

FLOODPLAIN ZONING ORDINANCE

CONTENTS

ARTICLE I. STATUTORY AUTHORIZATION, FINDING OF FACT, STATEMENT OF PURPOSE, TITLE, AND GENERAL PROVISIONS 1-1

ARTICLE II. GENERAL STANDARDS APPLICABLE TO ALL FLOODPLAIN DISTRICTS 2-1

ARTICLE III. FLOODWAY DISTRICT (FW) 3-1

ARTICLE IV. FLOODFRINGE DISTRICT (FF)..... 4-1

ARTICLE V. OTHER FLOODPLAIN DISTRICTS 5-1

ARTICLE VI. NONCONFORMING USES..... 6-1

ARTICLE VII. ADMINISTRATION 7-1

ARTICLE VIII. AMENDMENTS 8-1

ARTICLE IX. ENFORCEMENT AND PENALTIES 9-1

ARTICLE X. DEFINITIONS 10-1

ARTICLE I. STATUTORY AUTHORIZATION, FINDING OF FACT, STATEMENT OF PURPOSE, TITLE, AND GENERAL PROVISIONS

16-01	Statutory Authorization	1-1
16-02	Finding of Fact	1-1
16-03	Statement of Purpose	1-1
16-04	Title	1-1
16-05	General Provisions	1-1

16-01 Statutory Authorization

This ordinance is adopted pursuant to the authorization in s. 61.35 and 62.23, for villages and cities and the requirements in s. 87.30, Wis. Stats.

16-02 Finding of Fact

Uncontrolled development and use of the floodplains and rivers of this municipality would impair the public health, safety, convenience, general welfare, and tax base.

16-03 Statement of Purpose

This ordinance is intended to regulate floodplain development to:

- (1) Protect life, health, and property;
- (2) Minimize expenditures of public funds for flood control projects;
- (3) Minimize rescue and relief efforts undertaken at the expense of the taxpayers;
- (4) Minimize business interruptions and other economic disruptions;
- (5) Minimize damage to public facilities in the floodplain;
- (6) Minimize the occurrence of future flood blight areas in the floodplain;
- (7) Discourage the victimization of unwary land and homebuyers;
- (8) Prevent increases in flood heights that could increase flood damage and result in conflicts between property owners; and
- (9) Discourage development in a floodplain if there is any practicable alternative to locate

the activity, use or structure outside of the floodplain.

16-04 Title

This ordinance shall be known as the Floodplain Zoning Ordinance for City of De Pere, Wisconsin.

16-05 General Provisions

(1) Areas to be regulated

This ordinance regulates all areas of special flood hazard identified as zones A, AO, AH, A1-30, or AE on the Flood Insurance Rate Map. Additional areas identified on maps approved by the Department of Natural Resources (DNR) and local community may also be regulated under the provisions of this ordinance, where applicable.

(2) Official Maps and Revisions

Special Flood Hazard Areas (SFHA) are designated as zones A, A1-30, AE, AH, or AO on the Flood Insurance Rate Maps (FIRMs) based on flood hazard analyses summarized in the Flood Insurance Study (FIS) listed in Section [16-05\(2\)\(a\)](#). Additional flood hazard areas subject to regulation under this ordinance are identified on maps based on studies approved by the DNR and listed in Section [16-05\(2\)\(b\)](#). These maps and revisions are on file in the office of the Development Services Department, City of De Pere.

(a) Official Maps based on the Flood Insurance Study (FIS).

1. Flood Insurance Rate Map (FIRM), panel numbers 55009C0254G and 55009C0258G, dated 05/09/2023;
2. Flood Insurance Rate Map (FIRM), panel numbers 55009C0242F,

55009C0244F, 55009C0253F,
55009C0259F, 55009C0261F,
55009C0262F, 55009C0263F,
55009C0264F, 55009C0266F,
55009C0267F, and 55009C0268F, dated
08/18/2009;

3. Flood Insurance Study (FIS) for City of De Pere (Brown County) 55009CV001C, 55009CV002C, 55009CV003C, and 55009CV004C, dated 05/09/2023-~~i~~

4. Approved by: The DNR and FEMA-~~i~~

5. Letter of Map Revision (LOMR) numbers 95-05-029R effective 12/21/1994, 19-05-3386P effective 9/18/2020, 23-05-0990P effective 9/25/2023.

- (b) Official Maps based on other studies. Any maps referenced in this section must be approved by the DNR and be more restrictive than those based on the FIS at the site of the proposed development.

(3) Establishment of Floodplain Zoning Districts

The flood hazard areas regulated by this ordinance are divided into districts as follows:

- (a) The Floodway District (FW) is the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional floodwaters, within AE Zones as shown on the FIRM, or within A Zones shown on the FIRM when determined according to Section [16-40\(5\)](#).
- (b) The Floodfringe District (FF) is that portion of a riverine special flood hazard area outside the floodway within AE Zones on the FIRM, or, when floodway limits have been determined according to Section [16-40\(5\)](#), within A Zones shown on the FIRM.
- (c) The General Floodplain District (GFP) is those riverine areas that may be covered by floodwater during the regional flood in which a floodway boundary has not been delineated on the FIRM and includes shallow flooding areas identified as AH and

AO zones on the FIRM.

(4) Locating Floodplain Boundaries

Discrepancies between the exterior boundaries of zones A1-30, AE, AH, or A on the official floodplain zoning map and actual field conditions may be resolved using the criteria in Section [16-05\(4\)\(a\)](#) or [16-05\(4\)\(b\)](#). If a significant difference exists, the map shall be amended according to Article [VIII Amendments](#). The zoning administrator can rely on a boundary derived from a profile elevation to grant or deny a land use permit, whether a map amendment is required. The zoning administrator shall be responsible for documenting actual pre-development field conditions and the basis upon which the district boundary was determined. Disputes between the zoning administrator and an applicant over the district boundary line shall be settled according to Section [16-63\(3\)](#) and the criteria in Section [16-05\(4\)\(a\)](#) and Section [16-05\(4\)\(b\)](#) below. Where the flood profiles are based on established base flood elevations from a FIRM, FEMA must approve any map amendment or revision pursuant to Article [VIII Amendments](#).

- (a) If flood profiles exist, the map scale and the profile elevations shall determine the district boundary. The regional or base flood elevations shall govern if there are any discrepancies.
- (b) Where flood profiles do not exist for projects, including any boundary of zone A, or AO the location of the boundary shall be determined by the map scale.

(5) Removal of Lands from Floodplain

- (1) Compliance with the provisions of this ordinance shall not be grounds for removing land from the floodplain unless it is filled at least two feet above the regional or base flood elevation, the fill is contiguous to land outside the floodplain, and the map is amended according to Article [VIII Amendments](#).
- (2) The delineation of any of the Floodplain Districts may be revised by the community where natural or man-made changes have

occurred and/or where more detailed studies have been conducted. However, prior to any such change, approval must be obtained from the Wisconsin Department of Natural Resources and Federal Emergency Management Agency. A completed Letter of Map Revision is a record of this approval. The floodplain administrator shall not sign a community acknowledgement form unless all criteria set forth in the following paragraphs are met:

1. The land and/or land around the structure must be filled at least two feet above the regional or base flood elevation;
 2. The fill must be contiguous to land outside the floodplain; Applicant shall obtain floodplain development permit before applying for a LOMR or LOMR-F;
- (3) Removal of lands from the floodplain may also occur by operation of §87.30(1)(e), Wis. Stats. if a property owner has obtained a letter of map amendment from the federal emergency management agency under 44 C.F.R. 70.

(6) Compliance

- (a) No structure or use within areas regulated by this ordinance shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged, or altered without full compliance with the terms of these regulations and all other applicable regulations that apply to uses within the jurisdiction of these regulations.
- (b) Failure to obtain a floodplain development permit shall be a violation of these regulations and shall be punishable in accordance with Article [VIII Amendments](#).
- (c) Floodplain development permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the use, and arrangement, set forth in such approved plans and applications, or amendments thereto if approved by the Floodplain Administrator.

Use, arrangement, or construction contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with Article [VIII Amendments](#).

(7) Municipalities and State Agencies Regulated

Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this ordinance and obtain all necessary permits. State agencies are required to comply if s. 13.48(13), Wis. Stats., applies. The construction, reconstruction, maintenance and repair of state highways and bridges by the Wisconsin Department of Transportation is exempt when s. 30.2022, Wis. Stats., applies. Although exempt from a local zoning permit and permit fees, DOT must provide sufficient project documentation and analysis to ensure that the community is in compliance with Federal, State, and local floodplain standards. If a local transportation project is located within a Zone A floodplain and is not a WisDOT project under s. 30.2022, then the road project design documents (including appropriate detailed plans and profiles) may be sufficient to meet the requirements for issuance of a local floodplain permit if the following apply: The applicant provides documentation to the Floodplain Administrator that the proposed project is a culvert replacement or bridge replacement under 20' span at the same location, the project is exempt from a DNR permit under s. 30.123(6)(d), the capacity is not decreased, the top road grade is not raised, and no floodway data is available from a federal, state, or other source. If floodway data is available in the impacted area from a federal, state, or other source that existing data must be utilized by the applicant in the analysis of the project site.

(8) Abrogation and Greater Restrictions

- (a) This ordinance supersedes all the provisions of any municipal zoning ordinance enacted under s. 62.23 for cities or s. 87.30, Wis. Stats., which relate to floodplains. A more restrictive ordinance shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.

- (b) This ordinance is not intended to repeal, abrogate, or impair any existing deed restrictions, covenants or easements. If this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail.

(9) Interpretation

In their interpretation and application, the provisions of this ordinance are the minimum requirements liberally construed in favor of the governing body and are not a limitation on or repeal of any other powers granted by the Wisconsin Statutes. If a provision of this ordinance, required by ch. NR 116, Wis. Adm. Code, is unclear, the provision shall be interpreted in light of the standards in effect on the date of the adoption of this ordinance or in effect on the date of the most recent text amendment to this ordinance.

(10) Warning and Disclaimer of Liability

The flood protection standards in this ordinance are based on engineering experience and research. Larger floods may occur, or the flood height may be increased by man-made or natural causes. This ordinance does not imply or guarantee that non-floodplain areas or permitted floodplain uses will be free from flooding and flood damages. This ordinance

does not create liability on the part of, or a cause of action against, the municipality or any officer or employee thereof for any flood damage that may result from reliance on this ordinance.

(11) Severability

Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

(12) Annexed Areas for Cities and Villages

The Brown County floodplain zoning provisions in effect on the date of annexation shall remain in effect and shall be enforced by the municipality for all annexed areas until the municipality adopts and enforces an ordinance which meets the requirements of ch. NR 116, Wis. Adm. Code and 44 CFR 59-72, *National Flood Insurance Program* (NFIP). These annexed lands are described on the municipality's official zoning map. County floodplain zoning provisions are incorporated by reference for the purpose of administering this section and are on file in the office of the municipal zoning administrator. All plats or maps of annexation shall show the regional flood elevation and the floodway location.

ARTICLE II. GENERAL STANDARDS APPLICABLE TO ALL FLOODPLAIN DISTRICTS

16-10	Purposes	2-1
16-11	Hydraulic and Hydrologic Analyses	2-1
16-12	Watercourse Alterations	2-1
16-13	Chapter 30, 31, Wis. Stats., Development	2-2
16-14	Public or Private Campgrounds	2-2

16-10 Purposes

The community shall review all permit applications to determine whether proposed building sites will be reasonably safe from flooding and assure that all necessary permits have been received from those governmental agencies whose approval is required by federal or state law.

- (1) If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall:
 - (a) Be designed and anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - (b) Be constructed with flood-resistant materials;
 - (c) Be constructed by methods and practices that minimize flood damages; and
 - (d) Mechanical and utility equipment must be elevated to or above the flood protection elevation.
- (2) If a subdivision or other proposed new development is in a flood-prone area, the community shall assure that:
 - (a) Such proposed subdivision or other proposed new development is consistent with the need to minimize flood damage within the flood-prone area;
 - (b) Public utilities and facilities such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage;

and

- (c) Adequate drainage is provided to reduce exposure to flood hazards.

All subdivision proposals (including manufactured home parks) shall include regional flood elevation and floodway data for any development that meets the subdivision definition of this ordinance and all other requirements in Section [16-60\(2\)](#).

16-11 Hydraulic and Hydrologic Analyses

- (1) No floodplain development shall:
 - (a) Obstruct flow, defined as development which blocks the conveyance of floodwaters by itself or with other development, causing any increase in the regional flood height; or
 - (b) Cause any increase in the regional flood height due to floodplain storage area lost.
- (2) The zoning administrator shall deny permits if it is determined the proposed development will obstruct flow or cause any increase in the regional flood height, based on the officially adopted FIRM or other adopted map, unless the provisions of Article [VIII Amendments](#) are met.

16-12 Watercourse Alterations

No land use permit to alter or relocate a watercourse in a mapped floodplain shall be issued until the local official has notified in writing all adjacent municipalities, the Department and FEMA regional offices, and required the applicant to secure all necessary state and federal permits. The standards of Section [16-11](#) must be met and the flood carrying capacity of any altered or relocated

watercourse shall be maintained.

As soon as is practicable, but not later than six months after the date of the watercourse alteration or relocation and pursuant to Article [VIII Amendments](#), the community shall apply for a Letter of Map Revision (LOMR) from FEMA. Any such alterations must be reviewed and approved by FEMA and the DNR through the LOMC process.

16-13 Chapter 30, 31, Wis. Stats., Development

Development which requires a permit from the Department, under chs. 30 and 31, Wis. Stats., such as docks, piers, wharves, bridges, culverts, dams, and navigational aids, may be allowed if the necessary permits are obtained and amendments to the floodplain zoning ordinance are made according to Article [VIII Amendments](#).

16-14 Public or Private Campgrounds

Public or private campgrounds shall have a low flood damage potential and shall meet the following provisions:

- (1) The campground is approved by the Department of Agriculture, Trade and Consumer Protection;
- (2) A land use permit for the campground is issued by the zoning administrator;
- (3) The character of the river system and the campground elevation are such that a 72-hour warning of an impending flood can be given to all campground occupants;
- (4) There is an adequate flood warning procedure for the campground that offers the minimum notice required under this section to all persons in the campground. This procedure shall include a written agreement between the campground owner, the floodplain zoning agency or zoning administrator, the municipal emergency government coordinator and the chief law enforcement official which specifies the flood elevation at which evacuation shall occur, personnel responsible for monitoring flood elevations, types of warning systems to be used and

the procedures for notifying at-risk parties, and the methods and personnel responsible for conducting the evacuation;

- (5) This agreement shall be for no more than one calendar year, at which time the agreement shall be reviewed and updated - by the officials identified in Section [16-14\(4\)](#) - to remain in compliance with all applicable regulations, including those of the state Department of Agriculture, Trade and Consumer Protection and all other applicable regulations;
- (6) All mobile recreational vehicles placed on site must meet one of the following:
 - (a) Be fully licensed, if required, and ready for highway use; or
 - (b) Not occupy any site in the campground for more than 180 consecutive days, at which time the recreational vehicle must be removed from the floodplain for a minimum of 24 hours; or
 - (c) Meet the requirements in either Article [III Floodway District \(FW\)](#), Article [IV Floodfringe District \(FF\)](#) or Section [16-40](#) for the floodplain district in which the structure is located;
- (7) A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.
- (8) All camping units that remain on site for more than 30 days shall be issued a limited authorization by the campground operator, a written copy of which is kept on file at the campground. Such authorization shall allow placement of a camping unit consistent with Section [16-14\(6\)](#) and shall ensure compliance with all the provisions of this section;
- (9) The municipality shall monitor the limited authorizations issued by the campground operator to assure compliance with the terms of this section;

(10) The campground shall have signs clearly posted at all entrances warning of the flood hazard and the procedures for evacuation when a flood warning is issued; and

(11) All service facilities, including but not limited to refuse collection, electrical service, gas lines, propane tanks, sewage systems and wells shall be properly anchored and placed at or floodproofed to the flood protection elevation; and

(12) Standards for structures in a campground:

(a) All structures must comply with Section [16-14](#) or meet the applicable requirements in Article [III Floodway District \(FW\)](#), Article [IV Floodfringe District \(FF\)](#) or Section [16-40](#) for the floodplain district in which the structure is located;

(b) Deck / landing-a portable landing may be allowed for a camping unit for each entry provided that the landing is not permanently attached to the ground or camping unit, is no more than 200 square feet in size, shall be portable, contain no walls or roof, and can be removed from the campground by a truck and/or trailer. Sections of such portable landings may be placed together to form a single deck not greater than 200 square feet at one entry point. Provisions for the removal of these temporary landings during flood events must be addressed within the written agreement with the municipality compliant with Section [16-14\(2\)](#). Any such deck/landing structure may be constructed at elevations lower than the flood protection elevation but must not

obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.

(c) Decks/patios that are constructed completely at grade may be allowed but must also comply with applicable shoreland zoning standards.

(d) Camping equipment and appurtenant equipment in the campground may be allowed provided that the equipment is not permanently attached to the ground or camping unit, is not used as a habitable structure, and must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood. Provisions for the removal of this equipment during flooding events shall be addressed within the written agreement with the municipality compliant with Section [16-14\(2\)](#).

(e) Once a flood warning in the written agreement has been issued for the campground, the campground owner or the designated operator shall ensure that all persons, camping units, decks, camping equipment and appurtenant equipment in the campground shall be evacuated within the timelines specified within the written agreement with the municipality compliant with Section [16-14\(2\)](#).

(13) A land use permit shall be obtained as provided under Section [16-60\(2\)](#) before any development; repair, modification, or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities, may be initiated.

ARTICLE III. FLOODWAY DISTRICT (FW)

16-20	Applicability	3-1
16-21	Permitted Uses	3-1
16-22	Standards for Development in the floodway	3-1
16-23	Prohibited Uses	3-3

16-20 Applicability

This section applies to all floodway areas on the floodplain zoning maps and those identified pursuant to Section [16-40\(5\)](#).

16-21 Permitted Uses

The following open space uses are allowed in the Floodway District and the floodway areas of the General Floodplain District, if:

- (a) The open space uses are not prohibited by any other ordinance;
 - (b) The open space uses meet the standards in Section [16-22](#) and Section [16-23](#); and
 - (c) All permits or certificates have been issued according to Section [16-61](#).
- (1) Agricultural uses, such as: farming, outdoor plant nurseries, horticulture, viticulture, and wild crop harvesting.
 - (2) Nonstructural industrial and commercial uses, such as loading areas, parking areas and airport landing strips.
 - (3) Nonstructural recreational uses, such as golf courses, tennis courts, archery ranges, picnic grounds, boat ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting, trap and skeet activities, hunting and fishing areas and hiking and horseback riding trails, subject to the fill limitations of Section [16-22\(4\)](#).
 - (4) Uses or structures accessory to open space uses or classified as historic structures that comply with Section [16-22](#) and Section [16-23](#).
 - (5) Extraction of sand, gravel or other

materials that comply with Section [16-22\(4\)](#).

- (6) Functionally water-dependent uses, such as docks, piers or wharves, dams, flowage areas, culverts, navigational aids and river crossings of transmission lines, and pipelines that comply with chs. 30 and 31, Wis. Stats.
- (7) Public utilities, streets and bridges that comply with Section [16-22\(3\)](#).
- (8) Portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and ch. SPS 383, Wis. Adm. Code.
- (9) Public or private wells used to obtain potable water for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code.
- (10) Wastewater treatment ponds or facilities permitted under s. NR 110.15(3)(b), Wis. Adm. Code.
- (11) Sanitary sewer or water supply lines to service existing or proposed development located outside the floodway that complies with the regulations for the floodplain area occupied.

16-22 Standards for Development in the floodway

(1) General

- (a) Any development in the floodway shall comply with Article II and have a low flood damage potential.
- (b) Applicants shall provide an analysis

calculating the effects of this proposal on the regional flood height to determine the effects of the proposal according to Section [16-11](#) and Section [16-61\(2\)\(c\)](#). The analysis must be completed by a registered professional engineer in the state of Wisconsin.

- (c) Any encroachment in the regulatory floodway is prohibited unless the data submitted for Section [16-22\(1\)\(b\)](#) above demonstrates that the encroachment will cause no increase in flood elevations in flood events up to the base flood at any location or removes the encroached area from the regulatory floodway as provided in Section [16-05\(5\)](#).

(2) Structures

Structures accessory to permanent open space uses, including utility and sanitary facilities, or functionally dependent on a waterfront location may be allowed by permit if the structures comply with the following criteria:

- (a) Not designed for human habitation, does not have a high flood damage potential, and is constructed to minimize flood damage;
- (b) Shall either have the lowest floor elevated to or above the flood protection elevation or shall meet all the following standards:

- (1) Have the lowest floor elevated to or above the regional flood elevation and be dry floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water and completely dry to the flood protection elevation without human intervention during flooding;

- (2) Have structural components capable of meeting all provisions of Section [16-22\(2\)\(g\)](#) and;

- (3) Be certified by a registered professional engineer or architect, using a Federal Emergency Management Agency Floodproofing Certificate, that the design and methods of construction are in accordance with Section [16-22\(2\)\(g\)](#).

- (c) Must be anchored to resist flotation, collapse, and lateral movement;
 - (d) Mechanical and utility equipment must be elevated to or above the flood protection elevation; and
 - (e) Must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.
 - (f) For a structure designed to allow the automatic entry of floodwaters below the Regional Flood Elevation, the applicant shall submit a plan that meets Section [16-22\(2\)\(a\)](#) through Section [16-22\(2\)\(e\)](#) and meets or exceeds the following standards:

- (1) The lowest floor must be elevated to or above the regional flood elevation;

- (2) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;

- (3) The bottom of all openings shall be no higher than one foot above the lowest adjacent grade; openings may be equipped with screens, louvers, valves, or other coverings or devices if they permit the automatic entry and exit of floodwaters, otherwise must remain open; and

- (4) The use must be limited to parking, building access or limited storage.

- (g) Certification: Whenever floodproofing measures are required, a registered professional engineer or architect shall certify that the following floodproofing measures will be utilized, where appropriate, and are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the regional flood:

- (1) Reinforcement of floors and walls to resist rupture, collapse, or lateral movement caused by water pressures or debris buildup;

- (2) Construction of wells, water supply systems

and waste treatment systems to prevent the entrance of flood waters in such systems and must be in accordance with provisions in Section [16-23\(4\)](#) and Section [16-23\(5\)](#);

(3) Subsurface drainage systems to relieve external pressures on foundation walls and basement floors;

(4) Cutoff valves on sewer lines or the elimination of gravity flow basement drains; and

(5) Placement of utilities to or above the flood protection elevation.

(3) Public Utilities, Streets, and Bridges

Public utilities, streets and bridges may be allowed by permit, if:

(a) Adequate floodproofing measures are provided to the flood protection elevation; and

(b) Construction meets the development standards of Section [16-11](#).

(4) Fills or Disposition of Materials

Fills or disposition of materials may be allowed by permit, if:

(a) The requirements of Section [16-11](#) are met;

(b) No material is deposited in navigable waters unless a permit is issued by the Department pursuant to ch. 30, Wis. Stats., and a permit pursuant to s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344 has been issued, if applicable, and all other requirements have been met;

(c) The fill or other materials will be protected against erosion by riprap, vegetative cover, sheet piling or bulkheading; and

(d) The fill is not classified as a solid or hazardous material.

16-23 Prohibited Uses

All uses not listed as permitted uses in Section 16-21 are prohibited, including the following uses:

(1) Habitable structures, structures with high flood damage potential, or those not associated with permanent open-space uses;

(2) Storing materials that are buoyant, flammable, explosive, injurious to property, water quality, or human, animal, plant, fish, or other aquatic life;

(3) Uses not in harmony with or detrimental to uses permitted in the adjoining districts;

(4) Any private or public sewage systems, except portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and ch. SPS 383, Wis. Adm. Code;

(5) Any public or private wells which are used to obtain potable water, except those for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code;

(6) Any solid or hazardous waste disposal sites;

(7) Any wastewater treatment ponds or facilities, except those permitted under s. NR 110.15(3)(b), Wis. Adm. Code; and

(8) Any sanitary sewer or water supply lines, except those to service existing or proposed development located outside the floodway which complies with the regulations for the floodplain area occupied.

ARTICLE IV. FLOODFRINGE DISTRICT (FF)

16-30	Applicability	4-1
16-31	Permitted Uses	4-1
16-32	Standards for Development in the Floodfringe	4-1

16-30 Applicability

This section applies to all floodfringe areas shown on the floodplain zoning maps and those identified pursuant to Section [16-40\(5\)](#).

16-31 Permitted Uses

Any structure, land use, or development is allowed in the Floodfringe District if the standards in Section [16-32](#) are met, the use is not prohibited by this, or any other ordinance or regulation and all permits or certificates specified in Section [16-60](#) have been issued.

16-32 Standards for Development in the Floodfringe

Article II shall apply in addition to the following requirements according to the use requested. Any existing structure in the floodfringe must meet the requirements of Article [VI Nonconforming Uses](#);

(1) Residential Uses

Any structure, including a manufactured home, which is to be newly constructed or moved into the floodfringe, shall meet, or exceed the following standards. Any existing structure in the floodfringe must meet the requirements of Article [VI Nonconforming Uses](#);

- (a) All new construction, including placement of manufactured homes, and substantial improvement of residential structures, shall have the lowest floor elevated to or above the flood protection elevation on fill. The fill around the structure shall be one foot or more above the regional flood elevation extending at least 15 feet beyond the limits of the structure. No area may be removed from the floodfringe district unless it can be shown to meet Section [16-05\(5\)](#).
- (b) Notwithstanding Section [16-32\(1\)\(a\)](#), a basement or crawlspace floor may be placed at the regional flood elevation if the basement or crawlspace is designed to

make all portions of the structure below the flood protection elevation watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. No floor of any kind is allowed below the regional flood elevation;

- (c) Contiguous dryland access shall be provided from a structure to land outside of the floodplain, except as provided in Section [16-32\(1\)\(d\)](#).
- (d) In developments where existing street or sewer line elevations make compliance with Section [16-32\(1\)\(c\)](#) impractical, the municipality may permit new development and substantial improvements where roads are below the regional flood elevation, if:
 - 1. The municipality has written assurance from police, fire and emergency services that rescue, and relief will be provided to the structure(s) by wheeled vehicles during a regional flood event; or
 - 2. The municipality has a DNR-approved emergency evacuation plan that follows acceptable hazard mitigation planning guidelines.

(2) Accessory Structures or Uses

In addition to Article II, new construction and substantial improvements of Accessory structures shall be constructed on fill with the lowest floor at or above the regional flood elevation.

(3) Commercial Uses

In addition to Article II, any commercial structure which is erected, altered, or moved into the floodfringe shall meet the requirements of Section [16-32\(1\)](#). Subject to the

requirements of Section [16-32\(5\)](#), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

(4) Manufacturing and Industrial Uses

In addition to Article II, any manufacturing or industrial structure which is erected, altered, or moved into the floodfringe shall have the lowest floor elevated to or above the flood protection elevation or meet the floodproofing standards in Section [16-64](#). Subject to the requirements of Section [16-32\(5\)](#), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

(5) Storage of Materials

Materials that are buoyant, flammable, explosive, or injurious to property, water quality or human, animal, plant, fish, or aquatic life shall be stored at or above the flood protection elevation or floodproofed in compliance with Section [16-64](#). Adequate measures shall be taken to ensure that such materials will not enter the water body during flooding.

(6) Public Utilities, Streets, and Bridges

All utilities, streets and bridges shall be designed to be compatible with comprehensive floodplain development plans; and

- (a) When failure of public utilities, streets and bridges would endanger public health or safety, or where such facilities are deemed essential, construction or repair of such facilities shall only be permitted if they are designed to comply with Section [16-64](#).
- (b) Minor roads or non-essential utilities may be constructed at lower elevations if they are designed to withstand flood forces to the regional flood elevation.

(7) Sewage Systems

All sewage disposal systems shall be designed to minimize or eliminate infiltration of flood water into the system, pursuant to Section [16-64\(3\)](#), to the flood protection elevation and meet the provisions of all local ordinances and ch. SPS

383, Wis. Adm. Code.

(8) Wells

All wells shall be designed to minimize or eliminate infiltration of flood waters into the system, pursuant to Section [16-64\(3\)](#), to the flood protection elevation and shall meet the provisions of chs. NR 811 and NR 812, Wis. Adm. Code.

(9) Solid Waste Disposal Sites

Disposal of solid or hazardous waste is prohibited in floodfringe areas.

(10) Deposition of Materials

Any deposited material must meet all the provisions of this ordinance.

(11) Manufactured Homes

- (a) Owners or operators of all manufactured home parks and subdivisions shall provide adequate surface drainage to minimize flood damage, and prepare, secure approval, and file an evacuation plan, indicating vehicular access and escape routes, with local emergency management authorities.
- (b) In existing manufactured home parks, all new homes, replacement homes on existing pads, and substantially improved homes shall:
 - 1. have the lowest floor elevated to the flood protection elevation; and
 - 2. be anchored so they do not float, collapse, or move laterally during a flood.
- (c) Outside of existing manufactured home parks, including new manufactured home parks and all single units outside of existing parks, all new, replacement and substantially improved manufactured homes shall meet the residential development standards for the floodfringe in Section [16-32\(1\)](#).

(12) Mobile Recreational Vehicles

All mobile recreational vehicles must be on site for less than 180 consecutive days and be

either:

- (a) fully licensed and ready for highway use; or
- (b) shall meet the elevation and anchoring requirements in Section [16-32\(11\)\(b\)](#) and Section [16-32\(11\)\(c\)](#).

A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.

ARTICLE V. OTHER FLOODPLAIN DISTRICTS

16-40	<u>General Floodplain District (GFP)</u>	5-1
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16-40 General Floodplain District (GFP)

elevated:

(1) Applicability

The provisions for the General Floodplain District shall apply to development in all floodplains mapped as A, AO, AH, and in AE zones within which a floodway is not delineated on the Flood Insurance Rate Maps identified in Section [16-05\(2\)\(a\)](#).

1. To or above the depth, in feet, as shown on the FIRM above the highest adjacent natural grade; or
2. If the depth is not specified on the FIRM, to or above two (2) feet above the highest adjacent natural grade.

(2) Floodway Boundaries

For proposed development in zone A, or in zone AE within which a floodway is not delineated on the Flood Insurance Rate Map identified in Section [16-05\(2\)\(a\)](#), the boundaries of the regulatory floodway shall be determined pursuant to Section [16-40\(5\)](#). If the development is proposed to encroach upon the regulatory floodway, the development is subject to the standards of Article [III Floodway District \(FW\)](#). If the development is located entirely within the floodfringe, the development is subject to the standards of Article [IV Floodfringe District \(FF\)](#).

- (b) New Construction and substantial improvement of structures in zone AH shall have the lowest floor, including basement, elevated to or above the flood protection elevation.
- (c) In AO zones and AH zones, provide adequate drainage paths to guide floodwaters around structures.
- (d) All development in AO zones and AH zones shall meet the requirements of Article [IV Floodfringe District \(FF\)](#) applicable to flood fringe areas.

(3) Permitted Uses

Pursuant to Section [16-40](#) it shall be determined whether the proposed use is located within the floodway or floodfringe. Those uses permitted in the Floodway (Section [16-21](#)) and Floodfringe (Section [16-31](#)) Districts are allowed within the General Floodplain District, according to the standards of Section [16-40\(4\)](#) provided that all permits or certificates required under Section [16-60](#) have been issued.

(5) Determining Floodway and Floodfringe Limits

Upon receiving an application for development within zone A, or within zone AE where a floodway has not been delineated on the Flood Insurance Rate Maps, the zoning administrator shall:

(4) Standards for Development in the General Floodplain District

Article III applies to floodway areas, determined to pursuant to Section [16-40\(5\)](#); Article [IV Floodfringe District \(FF\)](#) applies to floodfringe areas, determined to pursuant to Section [16-40\(5\)](#).

- (a) Require the applicant to submit two copies of an aerial photograph or a plan which shows the proposed development with respect to the general floodplain district limits, stream channel, and existing floodplain developments, along with a legal description of the property, fill limits and elevations, building floor elevations and flood proofing measures; and the flood zone as shown on the FIRM.
- (b) Require the applicant to furnish any of the following information deemed necessary by the Department to evaluate the effects of the proposal upon flood height and flood

- (a) New construction and substantial improvement of structures in zone AO shall have the lowest floor, including basement,

flows, regional flood elevation and to determine floodway boundaries.

1. A Hydrologic and Hydraulic Study as specified in Section [16-60\(2\)\(c\)](#).
2. Plan (surface view) showing elevations or contours of the ground; pertinent structure, fill or storage elevations; size, location, and layout of all proposed and

existing structures on the site; location and elevations of streets, water supply, and sanitary facilities; soil types and other pertinent information;

3. Specifications for building construction and materials, floodproofing, filling, dredging, channel improvement, storage, water supply and sanitary facilities.

ARTICLE VI. NONCONFORMING USES

16-50	General	6-1
16-51	Floodway District	6-5
16-52	Floodfringe District	6-6

16-50 General

(1) Applicability

- (a) The standards in this section shall apply to all uses and buildings that do not conform to the provisions contained within a floodplain zoning ordinance or with s. 87.30, Wis. Stats. and §§ NR 116.12-14, Wis. Adm. Code and 44 CFR 59-72., these standards shall apply to all modifications or additions to any nonconforming use or structure and to the use of any structure or premises which was lawful before the passage of this ordinance or any amendment thereto. A party asserting existence of a lawfully established nonconforming use or structure has the burden of proving that the use or structure was compliant with the floodplain zoning ordinance in effect at the time the use or structure was created.
- (b) As permit applications are received for additions, modifications, or substantial improvements to nonconforming buildings in the floodplain, municipalities shall develop a list of those nonconforming buildings, their present equalized assessed value, and a list of the costs of those activities associated with changes to those buildings.

(2) Existing Lawful Uses

The existing lawful use of a structure or its accessory use which is not in conformity with the provisions of this ordinance may continue subject to the following conditions:

- (a) No modifications or additions to a nonconforming use or structure shall be permitted unless they comply with this ordinance. The words "modification" and "addition" include, but are not limited to, any alteration, addition, modification, structural repair, rebuilding or replacement

of any such existing use, structure or accessory structure or use. Maintenance is not considered a modification; this includes painting, decorating, paneling and other nonstructural components and the maintenance, repair or replacement of existing private sewage or water supply systems or connections to public utilities. Any costs associated with the repair of a damaged structure are not considered maintenance.

The construction of a deck that does not exceed 200 square feet and that is adjacent to the exterior wall of a principal structure is not an extension, modification, or addition. The roof of the structure may extend over a portion of the deck to provide safe ingress and egress to the principal structure.

- (b) If a nonconforming use or the use of a nonconforming structure is discontinued for 12 consecutive months, it is no longer permitted and any future use of the property, and any structure or building thereon, shall conform to the applicable requirements of this ordinance;
- (c) The municipality shall keep a record which lists all nonconforming uses and nonconforming structures, their present equalized assessed value, the cost of all modifications or additions which have been permitted, and the percentage of the structure's total current value those modifications represent;
- (d) No modification or addition to any nonconforming structure or any structure with a nonconforming use, which over the life of the structure would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in

compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with Section [16-32\(1\)](#). The costs of elevating the lowest floor of a nonconforming building or a building with a nonconforming use to the flood protection elevation are excluded from the 50% provisions of this paragraph;

- (e) No maintenance on a per event basis to any nonconforming structure or any structure with a nonconforming use, the cost of which would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with [16-32\(1\)](#). Maintenance to any nonconforming structure, which does not exceed 50% of its present equalized assessed value on a per event basis, does not count against the cumulative calculations over the life of the structure for substantial improvement calculations.
- (f) If on a per event basis the total value of the work being done under Section [16-50\(2\)\(d\)](#) and Section [16-50\(2\)\(e\)](#) equals or exceeds 50% of the present equalized assessed value, the work shall not be permitted unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with Section [16-32\(1\)](#).
- (g) Except as provided in Section [16-50\(2\)\(h\)](#), if any nonconforming structure or any structure with a nonconforming use is destroyed or is substantially damaged, it cannot be replaced, reconstructed, or rebuilt unless the use and the structure meet the current ordinance requirements. A structure is considered substantially

damaged if the total cost to restore the structure to its pre-damaged condition equals or exceeds 50% of the structure's present equalized assessed value.

- (h) For nonconforming buildings that are substantially damaged or destroyed by a nonflood disaster, the repair or reconstruction of any such nonconforming building shall be permitted in order to restore it to the size and use in effect prior to the damage event, provided that the following minimum requirements are met, and all required permits have been granted prior to the start of construction:

1. Residential Structures

- a. Shall have the lowest floor, including basement, elevated to or above the flood protection elevation using fill, pilings, columns, posts or perimeter walls. Perimeter walls must meet the requirements of Section [16-64\(2\)](#).
- b. Shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, and shall be constructed with methods and materials resistant to flood damage.
- c. Shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.
- d. In A Zones, obtain, review and utilize any flood data available from a federal, state or other source.
- e. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in Section [16-40\(4\)](#).
- f. In AO Zones, shall have adequate

drainage paths around structures on slopes to guide floodwaters around and away from the structure.

2. Nonresidential Structures

- a. Shall meet the requirements of Section [16-50\(2\)\(h\)1.a.](#) through Section [16-50\(2\)\(h\)1.f.](#)
- b. Shall either have the lowest floor, including basement, elevated to or above the regional flood elevation; or, together with attendant utility and sanitary facilities, shall meet the standards in Section [16-64\(1\)](#) or Section [16-64 \(2\)](#).
- c. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in Section [16-40\(4\)](#).

(3) Nonconforming Historic Structures

A nonconforming historic structure may be altered if the alteration does not preclude the structure's continued designation as a historic structure, the alteration will comply with Section [16-22\(1\)](#), flood resistant materials are used, and construction practices and floodproofing methods that comply with Section 16-64 are used. Repair or rehabilitation of historic structures shall be exempt from the development standards of Section [16-50\(2\)\(h\)1.](#) if it is determined that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure.

(4) Nonconforming Buildings

Notwithstanding anything in this chapter to the contrary, modifications, additions, maintenance, and repairs to a nonconforming building shall not be prohibited based on cost and the building's nonconforming use shall be permitted to continue if:

- (a) Any living quarters in the nonconforming building are elevated to be at or above the flood protection elevation;

- (b) The lowest floor of the nonconforming building, including the basement, is elevated to or above the regional flood elevation;
- (c) The nonconforming building is permanently changed to conform to the applicable requirements of Article [II General Standards Applicable to all Floodplain Districts](#);
- (d) If the nonconforming building is in the floodway, the building is permanently changed to conform to the applicable requirements of Section [16-22\(1\)](#), Section [16-22\(2\)\(b\)](#) through Section [16-22\(2\)\(e\)](#), Section [16-22\(3\)](#), Section [16-22\(4\)](#), and Section [16-51](#). Any development that adds additional fill or creates an encroachment in the floodplain from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with Section [16-40\(5\)](#). If the encroachment is in the floodway, it must meet the standards in Section [16-22\(4\)](#);
- (e) If the nonconforming building is in the floodfringe, the building is permanently changed to conform to the applicable requirements of Section [16-32](#) and Section [16-52](#);
- (f) Repair or reconstruction of nonconforming structures and substantial improvements of residential buildings in zones A1-30, AE, and AH must have the lowest floor (including basement) elevated to or above the base flood elevation;
- (g) Repair or reconstruction of nonconforming structures and substantial improvements of non-residential buildings in zones A1-30, AE, and AH must have the lowest floor (including basement) elevated to or above the base flood elevation, or (together with attendant utility and sanitary facilities) be designed so that below the base flood elevation the building is watertight with walls substantially impermeable to the passage of water and with structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;

- i. Where a non-residential structure is intended to be made watertight below the base flood elevation, a registered professional engineer or architect must develop and/or review structural design, specifications, and plans for the construction, and must certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of Section [16-50\(4\)\(g\)](#) above.
 - ii. The community must maintain a record of such certification including the specific elevation to which each such structure is floodproofed;
- (h) Fully enclosed areas below the lowest floor of repair or reconstruction of nonconforming structures and substantial improvements in zones A1-30, AE, and AH that are usable solely for parking of vehicles, building access, or storage, must be designed to adequately equalize hydrostatic forces on exterior walls by allowing for the entry and exit of floodwaters. Subsequent improvements to repaired or reconstructed nonconforming structures must not increase the degree of their nonconformity. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or meet the following criteria:
- i. A minimum of two openings into each enclosed area must be located below the base flood elevation and provide a total net area of not less than one square inch for every square foot of enclosed area.
 - ii. The bottom of all openings must be no higher than one foot above the adjacent grade.
 - iii. Openings may be equipped with screens, louvers, valves, or other coverings if they permit the automatic entry and exit of floodwaters;
- (i) Manufactured homes that are placed or substantially improved within zones A1-30, AE, and AH outside of a manufactured home park or subdivision, in a new manufactured home park or subdivision, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as a result of flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the base flood elevation, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement;
- (j) Manufactured homes that are placed or substantially improved within zones A1-30, AE, and AH on existing sites in an existing manufactured home park that is not undergoing expansion and on which a manufactured home has not incurred substantial damage as a result of flood must be elevated so that either the lowest floor of the manufactured home is at or above the base flood elevation, or the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement;
- (k) Recreational vehicles placed on sites within zones A1-30, AH, and AE must either:
- i. Be on site for fewer than 180 consecutive days; or
 - ii. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions); or
 - iii. Meet the elevation and anchoring requirements for manufactured homes in Section [16-50\(4\)\(i\)](#) above;

- (l) In a regulatory floodway that has been delineated on the FIRM in zone A1-30 or AE, encroachments, including repair or reconstruction of nonconforming structures, substantial improvement, or other development (including fill) must be prohibited unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment will not result in any increase in flood levels within the community during the occurrence of the base flood discharge. Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity;
- (m) In zone A, the community must obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source as criteria for requiring repair or reconstruction of nonconforming structures, substantial improvement, and other development to meet Section [16-50\(4\)\(f\)](#) through Section [16-50\(4\)\(l\)](#) (inclusive) above. Any development that adds additional fill or creates an encroachment in the floodplain from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with Section [16-40\(5\)](#). If the encroachment is in the floodway, it must meet the standards in Section [16-22\(4\)](#). Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity;
- (n) In zones A1-30 or AE where a regulatory floodway has not been delineated on the FIRM, repair or reconstruction of nonconforming structures, substantial improvement, or any development that adds additional fill or creates an encroachment in the floodplain from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with Section [16-40\(5\)](#). If the encroachment is in the floodway, it must meet the standards in section [16-22\(4\)](#). Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity;
- (o) In zone AO, repair or reconstruction of nonconforming structures and substantial improvements of residential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified). Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity; or
- (p) In zone AO, repair or reconstruction of nonconforming structures and substantial improvements of nonresidential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified), or (together with attendant utility and sanitary facilities) be structurally dry-floodproofed to that level according to the standard specified in Section [16-50\(4\)\(g\)](#) above. Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity.

16-51 Floodway District

(1) Modifications or Additions

No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use in the Floodway District, unless such modification or addition:

- (a) Has been granted a permit or variance which meets all ordinance requirements;
- (b) Meets the requirements of Section [16-50](#);
- (c) Shall not increase the obstruction to flood flows or regional flood height;

- (d) Any addition to the existing structure shall be floodproofed, pursuant to Section [16-64](#), by means other than the use of fill, to the flood protection elevation; and
- (e) If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:
 - 1. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;
 - 2. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;
 - 3. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and
 - 4. The use must be limited to parking, building access or limited storage.

(2) Sewage Disposal Systems

No new on-site sewage disposal system, or addition to an existing on-site sewage disposal system, except where an addition has been ordered by a government agency to correct a hazard to public health, shall be allowed in the Floodway District. Any replacement, repair, or maintenance of an existing on-site sewage disposal system in a floodway area shall meet the applicable requirements of all municipal ordinances, Section [16-64\(3\)](#) and ch. SPS 383, Wis. Adm. Code.

(3) Wells

No new well or modification to an existing well used to obtain potable water shall be allowed in the Floodway District. Any replacement, repair, or maintenance of an existing well in the Floodway District shall meet the applicable

requirements of all municipal ordinances, Section [16-64\(3\)](#) and chs. NR 811 and NR 812, Wis. Adm. Code.

16-52 Floodfringe District

(1) Modifications or Additions

No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use unless such modification or addition has been granted a permit or variance by the municipality and meets the requirements of Section [16-32](#).

(2) Variances

Where compliance with the provisions of Section [16-52\(1\)](#) would result in unnecessary hardship and only where the structure will not be used for human habitation or be associated with a high flood damage potential, the Board of Appeals, using the procedures established in Section [16-62](#), may grant a variance from those provisions of Section [16-52\(1\)](#) for modifications or additions using the criteria listed below. Modifications or additions which are protected to elevations lower than the flood protection elevation may be permitted if:

- (a) No floor is allowed below the regional flood elevation for residential or commercial structures;
- (b) Human lives are not endangered;
- (c) Public facilities, such as water or sewer, shall not be installed;
- (d) Flood depths shall not exceed two feet;
- (e) Flood velocities shall not exceed two feet per second; and
- (f) The structure shall not be used for storage of materials as described in Section [16-32\(5\)](#).

(3) Sewage Disposal Systems

All new private sewage disposal systems, or addition to, replacement, repair or maintenance of a private sewage disposal system shall meet all the applicable provisions of all local ordinances, Section [16-64\(3\)](#) and ch.

SPS 383, Wis. Adm. Code.

(4) Wells

All new wells, or addition to, replacement, repair, or maintenance of a well shall meet the applicable provisions of this ordinance, Section [16-64\(3\)](#) and ch. NR 811 and NR 812, Wis. Adm. Code.

ARTICLE VII. ADMINISTRATION

16-60	Zoning Administrator	7-1
16-61	Zoning Agency	7-5
16-62	Board of Appeals	7-6
16-63	Review of Appeals to Permit Denials	7-8
16-64	Floodproofing Standards	7-8
16-65	Public Information	7-9

Where a zoning administrator, planning agency or a Board of Appeals has already been appointed to administer a zoning ordinance adopted under ss. 59.69, 59.692 or 62.23(7), Wis. Stats., these officials shall also administer this ordinance.

16-60 Zoning Administrator

(1) Duties and Powers

The zoning administrator is authorized to administer this ordinance and shall have the following duties and powers:

- (a) Advise applicants of the ordinance provisions, assist in preparing permit applications and appeals, and assure that the regional flood elevation for the proposed development is shown on all permit applications.
- (b) Issue permits and inspect properties for compliance with provisions of this ordinance and issue certificates of compliance where appropriate.
- (c) Inspect and assess all damaged floodplain structures to determine if substantial damage to the structures has occurred.
- (d) Keep records of all official actions such as:
 - 1. All permits issued, inspections made, and work approved;
 - 2. Documentation of certified lowest floor and regional flood elevations;
 - 3. Floodproofing certificates.
 - 4. Water surface profiles, floodplain zoning maps and ordinances, nonconforming uses and structures

including changes, appeals, variances and amendments.

- 5. All substantial damage assessment reports for floodplain structures.
- 6. List of nonconforming structures and uses.

(e) Submit copies of the following items to the Department Regional office:

- 1. Within 10 days of the decision, a copy of any decisions on variances, appeals for map or text interpretations, and map or text amendments;
- 2. Copies of case-by-case analyses and other required information.
- 3. Copies of substantial damage assessments performed and all related correspondence concerning the assessments.

(f) Investigate, prepare reports, and report violations of this ordinance to the municipal zoning agency and attorney for prosecution. Copies of the reports shall also be sent to the Department Regional office.

(g) Submit copies of amendments to the FEMA Regional office.

(2) Land Use Permit

A land use permit shall be obtained before any development; repair, modification, or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities, may be initiated. Application to the zoning administrator shall include:

(a) General Information

1. Name and address of the applicant, property owner and contractor;
2. Legal description, proposed use, and whether it is new construction or a modification;

(b) Site Development Plan

A site plan drawn to scale shall be submitted with the permit application form and shall contain:

1. Location, dimensions, area, and elevation of the lot;
2. Location of the ordinary highwater mark of any abutting navigable waterways;
3. Location of any structures with distances measured from the lot lines and street center lines;
4. Location of any existing or proposed on-site sewage systems or private water supply systems;
5. Location and elevation of existing or future access roads;
6. Location of floodplain and floodway limits as determined from the official floodplain zoning maps;
7. The elevation of the lowest floor of proposed buildings and any fill using the vertical datum from the adopted study – either National Geodetic Vertical Datum (NGVD) or North American Vertical Datum (NAVD);
8. Data sufficient to determine the regional flood elevation in NGVD or NAVD at the location of the development and to determine whether the requirements of Article III or Article IV are met; and
9. Data to determine if the proposed development will cause an obstruction to flow or an increase in regional flood

height or discharge according to Section [16-11](#). This may include any of the information noted in Section [16-22\(1\)](#).

(c) Hydraulic and Hydrologic Studies to Analyze Development

All hydraulic and hydrologic studies shall be completed under the direct supervision of a professional engineer registered in the State. The study contractor shall be responsible for the technical adequacy of the study. All studies shall be reviewed and approved by the Department.

1. Zone A floodplains and in AE zones within which a floodway is not delineated:
 - a. Hydrology
The appropriate method shall be based on the standards in ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge*.
 - b. Hydraulic modeling
The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of Regional Flood Elevation and the following*:
 - i. Determination of the required limits of the hydraulic model shall be based on detailed study information for downstream structures (dam, bridge, culvert) to determine adequate starting WSEL for the study.
 - ii. Channel sections must be surveyed.
 - iii. Minimum four-foot contour data in the overbanks shall be used for the development of cross section overbank and floodplain mapping.
 - iv. A maximum distance of 500 feet between cross sections is allowed

in developed areas with additional intermediate cross sections required at transitions in channel bottom slope including a survey of the channel at each location.

- v. The most current version of HEC-RAS shall be used.
- vi. A survey of bridge and culvert openings and the top of road is required at each structure.
- vii. Additional cross sections are required at the downstream and upstream limits of the proposed development and any necessary intermediate locations based on the length of the reach if greater than 500 feet.
- viii. Standard accepted engineering practices shall be used when assigning parameters for the base model such as flow, Manning's N values, expansion and contraction coefficients or effective flow limits. The base model shall be calibrated to past flooding data such as high-water marks to determine the reasonableness of the model results. If no historical data is available, adequate justification shall be provided for any parameters outside standard accepted engineering practices.
- ix. The model must extend past the upstream limit of the difference in the existing and proposed flood profiles to provide a tie-in to existing studies. The height difference between the proposed flood profile and the existing study profiles shall be no more than 0.00 feet.
- c. Mapping
A work map of the reach studied shall be provided, showing all cross-section locations,

floodway/floodplain limits based on best available topographic data, geographic limits of the proposed development and whether the proposed development is in the floodway.

- i. If the proposed development is located outside of the floodway, then it is determined to have no impact on the regional flood elevation.
 - ii. If any part of the proposed development is in the floodway, it must be added to the base model to show the difference between existing and proposed conditions. The study must ensure that all coefficients remain the same as in the existing model, unless adequate justification based on standard accepted engineering practices is provided.
2. Zone AE Floodplains
- a. Hydrology
If the proposed hydrology will change the existing study, the appropriate method to be used shall be based on ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge*.
 - b. Hydraulic model
The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:
 - i. Duplicate Effective Model
The effective model shall be reproduced to ensure correct transference of the model data and to allow integration of the revised data to provide a continuous FIS model upstream and downstream of the revised reach. If data from the effective model is available, models shall

be generated that duplicate the FIS profiles and the elevations shown in the Floodway Data Table in the FIS report to within 0.1 foot.

ii. Corrected Effective Model.

The Corrected Effective Model shall not include any man-made physical changes since the effective model date but shall import the model into the most current version of HEC-RAS for Department review.

iii. Existing (Pre-Project Conditions) Model.

The Existing Model shall be required to support conclusions about the actual impacts of the project associated with the Revised (Post-Project) Model or to establish more up-to-date models on which to base the Revised (Post-Project) Model.

iv. Revised (Post-Project Conditions) Model.

The Revised (Post-Project Conditions) Model shall incorporate the Existing Model and any proposed changes to the topography caused by the proposed development. This model shall reflect proposed conditions.

v. All changes to the Duplicate Effective Model and subsequent models must be supported by certified topographic information, bridge plans, construction plans and survey notes.

vi. Changes to the hydraulic models shall be limited to the stream reach for which the revision is being requested. Cross sections upstream and downstream of the revised reach shall be identical to those in the effective model and result in water surface elevations

and top widths computed by the revised models matching those in the effective models upstream and downstream of the revised reach as required. The Effective Model shall not be truncated.

c. Mapping

Maps and associated engineering data shall be submitted to the Department for review which meet the following conditions:

i. Consistency between the revised hydraulic models, the revised floodplain and floodway delineations, the revised flood profiles, topographic work map, annotated FIRMs and/or Flood Boundary Floodway Maps (FBFMs), construction plans, bridge plans.

ii. Certified topographic map of suitable scale, contour interval, and a planimetric map showing the applicable items. If a digital version of the map is available, it may be submitted in order that the FIRM may be more easily revised.

iii. Annotated FIRM panel showing the revised 1% and 0.2% annual chance floodplains and floodway boundaries.

iv. If an annotated FIRM and/or FBFM and digital mapping data (GIS or CADD) are used, then all supporting documentation or metadata must be included with the data submission along with the Universal Transverse Mercator (UTM) projection and State Plane Coordinate System in accordance with FEMA mapping specifications.

v. The revised floodplain boundaries shall tie into the effective floodplain boundaries.

- vi. All cross sections from the effective model shall be labeled in accordance with the effective map and a cross section lookup table shall be included to relate to the model input numbering scheme.
- vii. Both the current and proposed floodways shall be shown on the map.
- viii. The stream centerline, or profile baseline used to measure stream distances in the model shall be visible on the map.

(d) Expiration

All permits issued under the authority of this ordinance shall expire no more than 180 days after issuance. The permit may be extended for a maximum of 180 days for good and sufficient cause. If the permitted work has not started within 180 days of the permit date, the development must comply with any regulation, including any revision to the FIRM or FIS, that took effect after the permit date.

(3) Certificate of Compliance

No land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, repaired, rebuilt, or replaced shall be occupied until a certificate of compliance is issued by the zoning administrator, except where no permit is required, subject to the following provisions:

- (a) The certificate of compliance shall show that the building or premises or part thereof, and the proposed use, conform to the provisions of this ordinance;
- (b) Application for such certificate shall be concurrent with the application for a permit;
- (c) If all ordinance provisions are met, the certificate of compliance shall be issued within 10 days after written notification that the permitted work is completed;
- (d) The applicant shall submit a certification

signed by a registered professional engineer, architect, or land surveyor that the fill, lowest floor and floodproofing elevations are in compliance with the permit issued. Floodproofing measures also require certification by a registered professional engineer or architect that the requirements of Section [16-64](#) are met.

(e) Where applicable pursuant to Section 16-40(4), the applicant must submit a certification by a registered professional engineer or surveyor of the elevation of the bottom of the lowest horizontal structural member supporting the lowest floor (excluding pilings or columns), and an indication of whether the structure contains a basement.

(f) Where applicable pursuant to Section 16-40(4), the applicant must submit certifications by a registered professional engineer or architect that the structural design and methods of construction meet accepted standards of practice as required by Section [16-40\(4\)](#).

(4) Other Permits

Prior to obtaining a floodplain development permit the applicant must secure all necessary permits from federal, state, and local agencies, including but not limited to those required by the U.S. Army Corps of Engineers under s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344.

16-61 Zoning Agency

(1) The Development Services Department shall:

- (a) Oversee the functions of the office of the zoning administrator; and
- (b) Review and advise the governing body on all proposed amendments to this ordinance, maps, and text.
- (c) Publish adequate notice pursuant to Ch. 985, Wis. Stats., specifying the date, time, place, and subject of the public hearing.

(2) The Development Services Department

shall not:

- (a) grant variances to the terms of the ordinance in place of action by the Board of Appeals; or
- (b) amend the text or zoning maps in place of official action by the governing body.

16-62 Board of Appeals

The Board of Appeals, created under s. 62.23(7)(e), Wis. Stats., for cities or villages, is hereby authorized or shall be appointed to act for the purposes of this ordinance. The Board of Appeals shall exercise the powers conferred by Wisconsin Statutes and adopt rules for the conduct of business. The zoning administrator shall not be the secretary of the Board.

(1) Duties and Powers

The Board of Appeals shall hear and decide the following:

- (a) Appeals -- Hear and decide appeals where it is alleged there is an error in any order, requirement, decision, or determination made by an administrative official in the enforcement or administration of this ordinance;
- (b) Boundary Disputes -- Hear and decide disputes concerning the district boundaries shown on the official floodplain zoning map; and
- (c) Variances -- Hear and decide, upon appeal, variances from the ordinance standards.

(2) Appeals

(a) Appeals to the Board of Appeals may be taken by any person aggrieved, or by any officer or department of the municipality affected by any decision of the zoning administrator or other administrative officer. Such appeal shall be taken within 30 days unless otherwise provided by the rules of the Board of Appeals, by filing with the official whose decision is in question, and with the Board of Appeals, a notice of appeal specifying the reasons for the appeal. The official whose decision is in question shall transmit to the Board of Appeals all records regarding the matter appealed.

(b) Notice and Hearing for Appeals Including Variances

1. Notice - The Board of Appeals shall:

- (a) Fix a reasonable time for the hearing;
- (b) Publish adequate notice pursuant to Wisconsin Statutes, specifying the date, time, place, and subject of the hearing; and
- (c) Assure that notice shall be mailed to the parties in interest and the Department Regional office at least 10 days in advance of the hearing.

2. Hearing - Any party may appear in person or by agent. The Board of Appeals shall:

- (a) Resolve boundary disputes according to Section [16-62\(3\)](#);
 - (b) Decide variance applications according to Section [16-62\(4\)](#); and
 - (c) Decide appeals of permit denials according to Section [16-63](#).
- (c) Decision – The final decision regarding the appeal or variance application shall:
- 1. Be made within a reasonable time;
 - 2. Be sent to the Department Regional office within 10 days of the decision;
 - 3. Be a written determination signed by the chairman or secretary of the Board of Appeals;
 - 4. State the specific facts which are the basis for the Board of Appeal's decision;
 - 5. Either affirm, reverse, vary or modify the order, requirement, decision, or determination appealed, in whole or in part, dismiss the appeal for lack of jurisdiction or grant or deny the variance application; and
 - 6. Include the reasons for granting an

appeal, describing the hardship demonstrated by the applicant in the case of a variance, clearly stated in the recorded minutes of the Board of Appeals proceedings.

(3) Boundary Disputes

The following procedure shall be used by the Board of Appeals in hearing disputes concerning floodplain district boundaries:

(a) If a floodplain district boundary is established by approximate or detailed floodplain studies, the flood elevations or profiles shall prevail in locating the boundary.

(b) The person contesting the boundary location shall be given a reasonable opportunity to present arguments and technical evidence to the Board of Appeals; and

(c) If the boundary is incorrectly mapped, the Board of Appeals should inform the zoning committee or the person contesting the boundary location to petition the governing body for a map amendment according to Article [XIII Amendments](#).

(4) Variances

(a) The Board of Appeals may, upon appeal, grant a variance from the standards of this ordinance if an applicant convincingly demonstrates that:

1. Literal enforcement of the ordinance will cause unnecessary hardship;
2. The hardship is due to adoption of the floodplain zoning ordinance and unique property conditions, not common to adjacent lots or premises. In such case the ordinance or map must be amended;
3. The variance is not contrary to the public interest; and
4. The variance is consistent with the purpose of this ordinance in Section [16-03](#).

(b) In addition to the criteria in Section [16-](#)

[62\(4\)\(a\)](#), to qualify for a variance under FEMA regulations, the Board of Appeals must find that the following criteria have been met:

1. The variance shall not cause any increase in the regional flood elevation;
2. The applicant has shown good and sufficient cause for issuance of the variance;
3. Failure to grant the variance would result in exceptional hardship;
4. Granting the variance will not result in additional threats to public safety, extraordinary expense, create a nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances;
5. The variance granted is the minimum necessary, considering the flood hazard, to afford relief.

(c) A variance shall not:

1. Grant, extend or increase any use prohibited in the zoning district;
2. Be granted for a hardship based solely on an economic gain or loss;
3. Be granted for a hardship which is self-created.
4. Damage the rights or property values of other persons in the area;
5. Allow actions without the amendments to this ordinance or map(s) required in Article [VIII Amendments](#); and
6. Allow any alteration of an historic structure, including its use, which would preclude its continued designation as an historic structure.

(d) When a floodplain variance is granted the Board of Appeals shall notify the applicant in writing that it may increase risks to life and property and flood insurance premiums could

increase up to \$25.00 per \$100.00 of coverage. A copy shall be maintained with the variance record.

16-63 Review of Appeals to Permit Denials

(1) Data to Review

The Zoning Agency (Section [16-61](#)) or Board of Appeals shall review all data related to the appeal. This may include:

- (a) Permit application data listed in Section [16-60\(2\)](#);
- (b) Floodway/floodfringe determination data in Section [16-40\(5\)](#);
- (c) Data listed in Section [16-22\(1\)\(b\)](#) where the applicant has not submitted this information to the zoning administrator; and
- (d) Other data submitted with the application or submitted to the Board of Appeals with the appeal.

(2) Appeals of all Denied Permits

For appeals of all denied permits the Board of Appeals shall:

- (a) Follow the procedures of Section [16-62](#);
- (b) Consider zoning agency recommendations; and
- (c) Either uphold the denial or grant the appeal.

(3) Appeals Concerning Increases in Regional Flood Elevation

For appeals concerning increases in regional flood elevation the Board of Appeals shall:

- (a) Uphold the denial where the Board of Appeals agrees with the data showing an increase in flood elevation. Increases may only be allowed after amending the flood profile and map and all appropriate legal arrangements are made with all adversely affected property owners as per the requirements of Article [VIII Amendments](#);

and

- (b) Grant the appeal where the Board of Appeals agrees that the data properly demonstrates that the project does not cause an increase provided no other reasons for denial exist.

16-64 Floodproofing Standards

(1) Non-residential Structure Designed to be Watertight Below the Regional Flood Elevation

No permit or variance shall be issued for a non-residential structure designed to be watertight below the regional flood elevation until the applicant submits a plan certified by a registered professional engineer or architect that the floodproofing measures will protect the structure or development to or above the flood protection elevation and submits a FEMA Floodproofing Certificate. Floodproofing is not an alternative to the development standards in [Article II General Standards Applicable to All Floodplain Districts](#), [Article III Floodway District \(FW\)](#), [Article IV Floodfringe District \(FF\)](#), or Section [16-40](#).

(2) Structure Designed to Allow the Entry of Floodwaters

For a structure designed to allow the entry of floodwaters, no permit or variance shall be issued until the applicant submits a plan that is either:

- (a) Certified by a registered professional engineer or architect; or
- (b) Meeting or exceeding the following standards:
 - 1. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - 2. The bottom of all openings shall be no higher than one foot above grade; and
 - 3. Openings may be equipped with screens, louvers, valves, or other coverings or devices if they permit the

automatic entry and exit of floodwaters.

(3) Floodproofing Measures

Floodproofing measures shall be designed, as appropriate, to:

- (a) Withstand flood pressures, depths, velocities, uplift and impact forces and other regional flood factors;
- (b) Protect structures to the flood protection elevation;
- (c) Anchor structures to foundations to resist flotation and lateral movement;
- (d) Minimize or eliminate infiltration of flood waters;
- (e) Minimize or eliminate discharges into flood waters;
- (f) Placement of essential utilities to or above the flood protection elevation; and
- (g) If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:
 - 1. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human

intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;

- 2. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;
- 3. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and
- 4. The use must be limited to parking, building access or limited storage.

16-65 Public Information

- (1) Place marks on structures to show the depth of inundation during the regional flood.
- (2) All maps, engineering data and regulations shall be available and widely distributed.
- (3) Real estate transfers should show what floodplain district any real property is in.

ARTICLE VIII. AMENDMENTS

16-70	<u>When Permitted</u>	8-1
16-71	<u>General</u>	8-1
16-72	<u>Procedures</u>	8-1

16-70 When Permitted

Obstructions or increases may only be permitted if amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with Section [16-71](#).

- (1) In AE Zones with a mapped floodway, no obstructions or increases shall be permitted unless the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with Section [16-71](#). Any such alterations must be reviewed and approved by FEMA and the DNR.
- (2) In A Zones increases equal to or greater than 1.0 foot may only be permitted if the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain maps, floodway lines, and water surface profiles, in accordance with Section [16-71](#).

16-71 General

The governing body shall change or supplement the floodplain zoning district boundaries and this ordinance in the manner outlined in Section [16-72](#) below. Actions which require an amendment to the ordinance and/ or submittal of a Letter of Map Change (LOMC) include, but are not limited to, the following:

- (1) Any fill or floodway encroachment that obstructs flow causing any increase in the regional flood height;
- (2) Any change to the floodplain boundaries and/or watercourse alterations on the FIRM;
- (3) Any changes to any other officially adopted floodplain maps listed in Section [16-](#)

[05\(2\)\(b\)](#);

- (4) Any floodplain fill which raises the elevation of the filled area to a height at or above the flood protection elevation and is contiguous to land lying outside the floodplain;
- (5) Correction of discrepancies between the water surface profiles and floodplain maps;
- (6) Any upgrade to a floodplain zoning ordinance text required by s. NR 116.05, Wis. Adm. Code, or otherwise required by law, or for changes by the municipality; and
- (7) All channel relocations and changes to the maps to alter floodway lines or to remove an area from the floodway or the floodfringe that is based on a base flood elevation from a FIRM requires prior approval by FEMA.

16-72 Procedures

Ordinance amendments may be made upon petition of any party according to the provisions of s. 62.23, Wis. Stats., for cities and villages. The petitions shall include all data required by Section [16-40\(5\)](#) and Section [16-60\(2\)](#). The Land Use Permit shall not be issued until a Letter of Map Revision is issued by FEMA for the proposed changes.

- (1) The proposed amendment shall be referred to the zoning agency for a public hearing and recommendation to the governing body. The amendment and notice of public hearing shall be submitted to the Department Regional office for review prior to the hearing. The amendment procedure shall comply with the provisions of s. 62.23, Wis. Stats., for cities and villages.
- (2) No amendments shall become effective until reviewed and approved by the Department.

- (3) All persons petitioning for a map amendment that obstructs flow causing any increase in the regional flood height, shall obtain flooding easements or other appropriate legal arrangements from all

adversely affected property owners and notify local units of government before the amendment can be approved by the governing body.

ARTICLE IX. ENFORCEMENT AND PENALTIES

Any violation of the provisions of this ordinance by any person shall be unlawful and shall be referred to the municipal attorney who shall expeditiously prosecute all such violators. A violator shall, upon conviction, forfeit to the municipality a penalty of not more than \$50.00 (fifty dollars), together with a taxable cost of such action. Each day of continued violation

shall constitute a separate offense. Every violation of this ordinance is a public nuisance, and the creation may be enjoined, and the maintenance may be abated by action at suit of the municipality, the state, or any citizen thereof pursuant to s. 87.30, Wis. Stats.

ARTICLE X. DEFINITIONS

16-91 General Definitions

Unless specifically defined, words and phrases in this ordinance shall have their common law meaning and shall be applied in accordance with their common usage. Words used in the present tense include the future, the singular number includes the plural, and the plural number includes the singular. The word "may" is permissive, "shall" is mandatory and is not discretionary.

(1) Terms beginning with "A"

A ZONES – Those areas shown on the Official Floodplain Zoning Map which would be inundated by the regional flood. These areas may be numbered or unnumbered A Zones. The A Zones may or may not be reflective of flood profiles, depending on the availability of data for a given area.

AH ZONE – See "AREA OF SHALLOW FLOODING".

AO ZONE – See "AREA OF SHALLOW FLOODING".

ACCESSORY STRUCTURE OR USE – A facility, structure, building or use which is accessory or incidental to the principal use of a property, structure, or building. An accessory structure shall not be used for human habitation.

ALTERATION – An enhancement, upgrade or substantial change or modification other than an addition or repair to a dwelling or to electrical, plumbing, heating, ventilating, air conditioning and other systems within a structure.

AREA OF SHALLOW FLOODING – A designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flood may be evident. Such flooding is characterized by ponding or sheet flow.

(2) Terms beginning with "B"

BASE FLOOD – Means the flood having a one percent chance of being equaled or exceeded in any given year, as published by FEMA as part of a FIS and depicted on a FIRM.

BASEMENT – Any enclosed area of a building having its floor sub-grade on all sides.

BREAKAWAY WALL – A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

BUILDING – See STRUCTURE.

BULKHEAD LINE – A geographic line along a reach of navigable water that has been adopted by a municipal ordinance and approved by the Department pursuant to s. 30.11, Wis. Stats., and which allows limited filling between this bulkhead line and the original ordinary highwater mark, except where such filling is prohibited by the floodway provisions of this ordinance.

(3) Terms beginning with "C"

CAMPGROUND – Any parcel of land which is designed, maintained, intended, or used for the purpose of providing sites for nonpermanent overnight use by 4 or more camping units, or which is advertised or represented as a camping area.

CAMPING UNIT – Any portable device, no more than 400 square feet in area, used as a temporary shelter, including but not limited to a camping trailer, motor home, bus, van, pick-up truck, or tent that is fully licensed, if required, and ready for highway use.

CERTIFICATE OF COMPLIANCE – A certification that the construction and the use of land or a building, the elevation of fill or the lowest floor of a structure is in compliance with all of the provisions of this ordinance.

CHANNEL – A natural or artificial watercourse with definite bed and banks to confine and conduct normal flow of water.

CRAWLWAYS or CRAWL SPACE – An enclosed area below the first usable floor of a building, generally less than five feet in height, used for access to plumbing and electrical utilities.

DECK – An unenclosed exterior structure that has no roof or sides and has a permeable floor which allows the infiltration of precipitation.

(4) Terms beginning with “D”

DEPARTMENT – The Wisconsin Department of Natural Resources.

DEVELOPMENT – Any artificial change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures or accessory structures; the construction of additions or alterations to buildings, structures or accessory structures; the repair of any damaged structure or the improvement or renovation of any structure, regardless of percentage of damage or improvement; the placement of buildings or structures; subdivision layout and site preparation; mining, dredging, filling, grading, paving, excavation or drilling operations; the storage, deposition or extraction of materials or equipment; and the installation, repair or removal of public or private sewage disposal systems or water supply facilities.

DRYLAND ACCESS – A vehicular access route which is above the regional flood elevation, and which connects land located in the floodplain to land outside the floodplain, such as a road with its surface above regional flood elevation and wide enough for wheeled rescue and relief vehicles.

(5) Terms beginning with “E”

ENCROACHMENT – Any fill, structure, equipment, use or development in the floodway.

(6) Terms beginning with “F”

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) – The federal agency that administers the National Flood Insurance Program.

FLOOD INSURANCE RATE MAP (FIRM) – A map of a community on which the Federal Insurance Administration has delineated both the floodplain and the risk premium zones applicable to the community. This map can only be amended by the Federal Emergency Management Agency.

FLOOD or FLOODING – A general and temporary condition of partial or complete inundation of normally dry land areas caused by one of the following conditions:

- The overflow or rise of inland waters;
- The rapid accumulation or runoff of surface waters from any source;
- The inundation caused by waves or currents of water exceeding anticipated cyclical levels along the shore of Lake Michigan or Lake Superior; or
- The sudden increase caused by an unusually high-water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a seiche, or by some similarly unusual event.

FLOOD FREQUENCY – The probability of a flood occurrence which is determined from statistical analyses. The frequency of a particular flood event is usually expressed as occurring, on the average once in a specified number of years or as a percent (%) chance of occurring in any given year.

FLOODFRINGE – That portion of the floodplain outside of the floodway which is covered by flood waters during the regional flood and associated with standing water rather than flowing water.

FLOOD HAZARD BOUNDARY MAP – A map designating approximate flood hazard areas. Flood hazard areas are designated as unnumbered A-Zones and do not contain floodway lines or regional flood elevations. This map forms the basis for both the regulatory and insurance aspects of the National Flood Insurance Program (NFIP) until superseded by a Flood Insurance Study and a Flood Insurance Rate Map.

FLOOD INSURANCE STUDY – A technical

engineering examination, evaluation, and determination of the local flood hazard areas. It provides maps designating those areas affected by the regional flood and provides both flood insurance rate zones and base flood elevations and may provide floodway lines. The flood hazard areas are designated as numbered and unnumbered A-Zones. Flood Insurance Rate Maps, that accompany the Flood Insurance Study, form the basis for both the regulatory and the insurance aspects of the National Flood Insurance Program.

FLOODPLAIN – Land which has been or may be covered by flood water during the regional flood. It includes the floodway and the floodfringe and may include other designated floodplain areas for regulatory purposes.

FLOODPLAIN ISLAND – A natural geologic land formation within the floodplain that is surrounded, but not covered, by floodwater during the regional flood.

FLOODPLAIN MANAGEMENT – Policy and procedures to ensure wise use of floodplains, including mapping and engineering, mitigation, education, and administration and enforcement of floodplain regulations.

FLOOD PROFILE – A graph or a longitudinal profile line showing the relationship of the water surface elevation of a flood event to locations of land surface elevations along a stream or river.

FLOODPROOFING – Any combination of structural provisions, changes or adjustments to properties and structures, water and sanitary facilities and contents of buildings subject to flooding, for the purpose of reducing or eliminating flood damage.

FLOOD PROTECTION ELEVATION – An elevation of two feet of freeboard above the Regional Flood Elevation. (Also see: FREEBOARD.)

FLOOD STORAGE – Those floodplain areas where storage of floodwaters has been considered during analysis in reducing the regional flood discharge.

FLOODWAY – The channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional flood discharge.

FREEBOARD – A safety factor expressed in terms of a specified number of feet above a calculated flood level. Freeboard compensates for any factors that cause flood heights greater than those calculated, including ice jams, debris accumulation, wave action, obstruction of bridge openings and floodways, the effects of watershed urbanization, loss of flood storage areas due to development and aggregation of the river or stream bed.

(7) Terms beginning with “G”

Reserved.

(8) Terms beginning with “H”

HABITABLE STRUCTURE – Any structure or portion thereof used or designed for human habitation.

HEARING NOTICE – Publication or posting meeting the requirements of Ch. 985, Wis. Stats. For appeals, a Class 1 notice, published once at least one week (7 days) before the hearing, is required. For all zoning ordinances and amendments, a Class 2 notice, published twice, once each week consecutively, the last at least a week (7 days) before the hearing. Local ordinances or bylaws may require additional notice, exceeding these minimums.

HIGH FLOOD DAMAGE POTENTIAL – Damage that could result from flooding that includes any danger to life or health or any significant economic loss to a structure or building and its contents.

HIGHEST ADJACENT GRADE – The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE – Any structure that is either:

- Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the

National Register;

- Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program, as determined by the Secretary of the Interior; or by the Secretary of the Interior in states without approved programs.

(9) Terms beginning with “I”

INCREASE IN REGIONAL FLOOD HEIGHT – A calculated upward rise in the regional flood elevation greater than 0.00 foot, based on a comparison of existing conditions and proposed conditions which is directly attributable to development in the floodplain but not attributable to manipulation of mathematical variables such as roughness factors, expansion and contraction coefficients and discharge.

(10) Terms beginning with “J”

Reserved.

(11) Terms beginning with “K”

Reserved.

(12) Terms beginning with “L”

LAND USE – Any nonstructural use made of unimproved or improved real estate. (Also see DEVELOPMENT.)

LOWEST ADJACENT GRADE – Elevation of the lowest ground surface that touches any of the exterior walls of a building.

LOWEST FLOOR – The lowest floor of the lowest enclosed area (including basement).

(13) Terms beginning with “M”

MAINTENANCE – The act or process of ordinary upkeep and repairs, including redecorating, refinishing, nonstructural repairs, or the

replacement of existing fixtures, systems or equipment with equivalent fixtures, systems, or structures.

MANUFACTURED HOME – A structure transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities. The term "manufactured home" includes a mobile home but does not include a "mobile recreational vehicle."

MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION – A parcel (or contiguous parcels) of land, divided into two or more manufactured home lots for rent or sale.

MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION, EXISTING – A parcel of land, divided into two or more manufactured home lots for rent or sale, on which the construction of facilities for servicing the lots is completed before the effective date of this ordinance. At a minimum, this would include the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads.

MOBILE/MANUFACTURED HOME PARK, EXPANSION TO EXISTING – The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed. This includes installation of utilities, construction of streets and either final site grading, or the pouring of concrete pads.

MOBILE RECREATIONAL VEHICLE – A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled, carried or permanently towable by a licensed, light-duty vehicle, is licensed for highway use if registration is required and is designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use. Manufactured homes that are towed or carried onto a parcel of land, but do not remain capable of being towed or carried, including park model homes, do not fall within the

definition of "mobile recreational vehicles."

MODEL, CORRECTED EFFECTIVE – A hydraulic engineering model that corrects any errors that occur in the Duplicate Effective Model, adds any additional cross sections to the Duplicate Effective Model, or incorporates more detailed topographic information than that used in the current effective model.

MODEL, DUPLICATE EFFECTIVE – A copy of the hydraulic analysis used in the effective FIS and referred to as the effective model.

MODEL, EFFECTIVE – The hydraulic engineering model that was used to produce the current effective Flood Insurance Study.

MODEL, EXISTING (PRE-PROJECT) – A modification of the Duplicate Effective Model or Corrected Effective Model to reflect any man-made modifications that have occurred within the floodplain since the date of the effective model but prior to the construction of the project for which the revision is being requested. If no modification has occurred since the date of the effective model, then this model would be identical to the Corrected Effective Model or Duplicate Effective Model.

MODEL, REVISED (POST-PROJECT) – A modification of the Existing or Pre-Project Conditions Model, Duplicate Effective Model or Corrected Effective Model to reflect revised or post-project conditions.

MUNICIPALITY or MUNICIPAL – The county, city or village governmental units enacting, administering, and enforcing this zoning ordinance.

(14) Terms beginning with "N"

NAVD or NORTH AMERICAN VERTICAL DATUM – Elevations referenced to mean sea level datum, 1988 adjustment.

NGVD or NATIONAL GEODETIC VERTICAL DATUM – Elevations referenced to mean sea level datum, 1929 adjustment.

NEW CONSTRUCTION – Structures for which the start of construction commenced on or after

the effective date of a floodplain zoning regulation adopted by this community and includes any subsequent improvements to such structures.

NON-FLOOD DISASTER – A fire or an ice storm, tornado, windstorm, mudslide, or other destructive act of nature, but excludes a flood.

NONCONFORMING STRUCTURE – An existing lawful structure or building which is not in conformity with the dimensional or structural requirements of this ordinance for the area of the floodplain which it occupies. (For example, an existing residential structure in the floodfringe district is a conforming use. However, if the lowest floor is lower than the flood protection elevation, the structure is nonconforming.)

NONCONFORMING USE – An existing lawful use or accessory use of a structure or building which is not in conformity with the provisions of this ordinance for the area of the floodplain which it occupies. (Such as a residence in the floodway.)

(15) Terms beginning with "O"

OBSTRUCTION TO FLOW – Any development which blocks the conveyance of floodwaters such that this development alone or together with any future development will cause an increase in regional flood height.

OFFICIAL FLOODPLAIN ZONING MAP – That map, adopted and made part of this ordinance, as described in Section [16-05\(2\)](#), which has been approved by the Department and FEMA.

OPEN SPACE USE – Those uses having a relatively low flood damage potential and not involving structures.

ORDINARY HIGHWATER MARK – The point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.

(16) Terms beginning with “P”

PERSON – An individual, or group of individuals, corporation, partnership, association, municipality, or state agency.

PRIVATE SEWAGE SYSTEM – A sewage treatment and disposal system serving one structure with a septic tank and soil absorption field located on the same parcel as the structure. It also means an alternative sewage system approved by the Department of Safety and Professional Services, including a substitute for the septic tank or soil absorption field, a holding tank, a system serving more than one structure, or a system located on a different parcel than the structure.

PUBLIC UTILITIES – Those utilities using underground or overhead transmission lines such as electric, telephone and telegraph, and distribution and collection systems such as water, sanitary sewer and storm sewer.

(17) Terms beginning with “Q”

Reserved.

(18) Terms beginning with “R”

REASONABLY SAFE FROM FLOODING – Means base flood waters will not inundate the land or damage structures to be removed from the floodplain and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

REGIONAL FLOOD – A flood determined to be representative of large floods known to have occurred in Wisconsin. A regional flood is a flood with a one percent chance of being equaled or exceeded in any given year, and if depicted on the FIRM, the RFE is equivalent to the BFE.

START OF CONSTRUCTION – The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond initial excavation,

or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For an alteration, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

(19) Terms beginning with “S”

STRUCTURE – Any manmade object with form, shape and utility, either permanently or temporarily attached to, placed upon or set into the ground, stream bed or lake bed, including, but not limited to, roofed and walled buildings, gas or liquid storage tanks, bridges, dams and culverts.

SUBDIVISION – Has the meaning given in s. 236.02(12), Wis. Stats.

SUBSTANTIAL DAMAGE – Damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the equalized assessed value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT – Any repair, reconstruction, rehabilitation, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the equalized assessed value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the work performed. The term does not include either any project for the improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions; or any alteration of a historic structure provided that the alteration will not

preclude the structure's continued designation as a historic structure.

(20) Terms beginning with "T"

Reserved.

(21) Terms beginning with "U"

UNNECESSARY HARDSHIP – Where special conditions affecting a particular property, which were not self-created, have made strict conformity with restrictions governing areas, setbacks, frontage, height, or density unnecessarily burdensome or unreasonable in light of the purposes of the ordinance.

(22) Terms beginning with "V"

VARIANCE – An authorization by the Board of Adjustment or Appeals for the construction or maintenance of a building or structure in a manner which is inconsistent with dimensional standards (not uses) contained in the floodplain zoning ordinance.

VIOLATION – The failure of a structure or other development to be fully compliant with the floodplain zoning ordinance. A structure or other development without required permits, lowest floor elevation documentation, floodproofing certificates or required floodway encroachment calculations is presumed to be in violation until such time as that documentation is provided.

(23) Terms beginning with "W"

WATERSHED – The entire region contributing runoff or surface water to a watercourse or body of water.

WATER SURFACE PROFILE – A graphical representation showing the elevation of the water surface of a watercourse for each position along a reach of river or stream at a certain flood flow. A water surface profile of the regional flood is used in regulating floodplain areas.

WELL – means an excavation opening in the ground made by digging, boring, drilling, driving or other methods, to obtain groundwater regardless of its intended use.

(24) Terms beginning with "X"

Reserved.

(25) Terms beginning with "Y"

Reserved.

(26) Terms beginning with "Z"

Reserved.

#END#



City of De Pere, Wisconsin

6.B

Request for Common Council Action

Meeting Date: September 1, 2026
Department: Development Services

From: Peter Schleinz, City Planner/Zoning Administrator

Subject: Public Hearing on a request to approve July 2026 amendments to Municipal Code Chapter 14 (Zoning Ordinance) for shipping container uses in the Mixed-Use Districts.

Recommendation:

Attachments:
None



City of De Pere, Wisconsin

6.B.i

Request for Common Council Action

Meeting Date: September 1, 2026
Department: Development Services
From: Peter Schleinz, City Planner/Zoning Administrator
Subject: Notice of public hearing.
Recommendation:

Attachments:
Public Hearing Notice_Zoning Shipping Containers_9-1-26 mtg_Class 2

Publish: August 14, 2026, and August 21, 2026, in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, September 1, 2026**, at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on the following: Revising Table 7-1 and adding new subsection 14-78(14) for shipping containers in the mixed-use districts to Chapter 14 De Pere Municipal Code regarding the Zoning Ordinance.

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

A copy of the proposed revision to the Chapter 14 Zoning Ordinance is available by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 28th day of July, 2026.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd

Mayor

Carey E. Danen

City Clerk



City of De Pere, Wisconsin

6.B.ii

Request for Common Council Action

Meeting Date:	September 1, 2026
Department:	Development Services
From:	Peter Schleinz, City Planner/Zoning Administrator
Subject:	Recommendation from Plan Commission.
Recommendation:	Motion to approve.

On July 27, 2026, Plan Commission unanimously recommended approval by a vote of 7-0.

Attachments:
Shipping Container Memo - 27 Jul 2026

CITY OF DE PERE MEMO



To: James Boyd, Mayor
Plan Commission Members

From: Peter Schleinz, Senior Planner | Zoning Administrator

Date: July 27, 2026

RE: **Consideration and possible action for shipping container uses in the Mixed-Use Districts with amendments to Municipal Code Chapter 14 (Zoning Ordinance).***

Summary:

On June 22, 2026, Plan Commission and staff reviewed shipping container images and discussed the potential addition of shipping container uses as accessory structures within the City's mixed-use districts. The Zoning Ordinance limits the use of shipping containers due to restrictions for metal façade materials in the mixed use district. Plan Commission asked staff to draft a Zoning Ordinance revision for further discussion in July.

DRAFT Zoning Ordinance Revision:

The attached DRAFT Zoning Ordinance revision includes the following, in summary, to allow for continued discussion and possible action by Plan Commission:

- A revision to Principal Use Table 7-1 to add "Shipping Container" as an accessory use, if approved by conditional use in the MX1, MX2, MX3, GX1, and GX2 (mixed use) districts.
- The addition of a new accessory use subcategory 14-78(14) for "shipping Container" with the following subcategories and regulations:
 - Purpose.
 - Intent.
 - Prohibited uses that are called out to minimize confusion with other allowed uses in Table 7-1.
 - Where allowed in relation to zoning districts, interior side and rear yards, setbacks, easements, and a 200 foot separation from other approved shipping containers.
 - Supplemental regulations for site plans, building codes, utility connections, permanent installation, accessibility, 10 foot maximum height, no stacking, orienting the primary façade, façade material treatments, transparency, rooflines, rooftop use, façade colors, seating area locations, queuing area locations, landscaping, illumination, refuse and recyclable material storage, signage, mural usage, liquor licensing, and required removal after 12 months of non-use.

Within the "9. façade treatment" regulation, staff highlighted the wording for murals. Plan Commission should discuss whether a mural could be considered in lieu of using required percentages of major façade materials.

Staff Request:

Discuss the DRAFT Zoning Ordinance Principal Use Table 7-1 revision with the new accessory use subcategory 14-78(14). Recommend one of the following:

1. Make no shipping container related revisions to the Zoning Ordinance.
2. Direct staff to further revise the DRAFT Zoning Ordinance for a future Plan Commission meeting review.
3. Recommend that the Common Council approve an amendment to the Zoning Ordinance for shipping containers in the mixed-use districts.



City of De Pere, Wisconsin

6.B.iii

Request for Common Council Action

Meeting Date: September 1, 2026
Department: City Attorney
From: Angela Zills, Paralegal
Subject: Ordinance #26-19 Amending Chapter 14 of the De Pere Municipal Code (Zoning Ordinance).
Recommendation: Motion to approve.

This ordinance makes the changes as recommended by the Plan Commission at its July 27, 2026 meeting to revise Chapter 14 (Zoning Ordinance) of the De Pere Municipal Code to include a new accessory use category for shipping containers.

Attachments:

Ord26-19, Shipping Container Zoning Ordinance Revision - FINAL - 29 Jul 2026

ORDINANCE #26-19

AMENDING CHAPTER 14 OF THE DE PERE MUNICIPAL CODE
(Zoning Ordinance)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding amendments to Chapter 14 (Zoning Ordinance) of the City of De Pere Municipal Code for shipping container uses in the Mixed-Use Districts, and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk, having published a Class 2 Notice of Public Hearing regarding such proposed amendments to Chapter 14, a public hearing having been held on the 1st day of September, 2026 at 7:35 p.m. and the Common Council having heard all interested parties, their agents and/or attorneys;

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

Section 1. Chapter 14 – ZONING ORDINANCE shall be amended as shown on the Redlined Revisions for the Zoning Ordinance attached hereto and incorporated herein by reference, making revisions to Table 7-1 - Principal Use Table and creating new accessory use subcategory 14-78(14) Shipping Container.

Section 2. That all other ordinances in conflict herewith are hereby repealed.

Section 3. That this ordinance shall take effect upon passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 1st day of
September, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee/Commission Approval: 07/27/2026

Publication Date: _____

Design Standards for Shipping-Container Accessory Uses in the Mixed-Use Districts

Revise Principal Use Table 7-1

Add Shipping Container to The Table 7-1 Accessory Use section as a conditional Use for the five Mixed-Use Districts only.

TABLE 7-1 — PRINCIPAL USE TABLE																		
USE CATEGORY	Districts																	Definition & Regulations
Use Subcategory	Residential				Mixed-Use					Commercial & Employment					Special [1]			
Specific Use Type	R1	R2	RM-1	RM-2	MX1	MX2	MX3	GX1	GX2	O	C	BP-1	BP-2	I	AG	PI-1	PI-2	
Amateur Radio Service Antenna	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	14-78(2)
Crop Agriculture	-	-	-	-	-	-	-	-	-	●	●	●	●	●	●	-	-	14-78(4)
Drive-in/Drive-through Service	-	-	-	-	-	●	●	●	●	-	●	-	-	-	-	-	-	14-77(5)
Electric Vehicle Charging Station	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	14-78(6)
Geothermal Energy System	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	14-78(7)
Home Occupation, Type A	●	●	●	●	●	●	●	●	●	-	-	-	-	-	●	-	-	14-78(8)
Home Occupation, Type B	Ⓒ	Ⓒ	Ⓒ	Ⓒ	Ⓒ	Ⓒ	Ⓒ	Ⓒ	Ⓒ	-	-	-	-	-	Ⓒ	-	-	14-78(8)
Outdoor Display	-	-	-	-	-	●	●	-	-	-	●	-	-	-	-	-	-	14-78(9)
Outdoor Storage	-	-	-	-	-	-	-	-	-	-	●	●	●	●	-	-	-	14-78(10)
Residential Composting	●	●	●	●	-	-	-	-	-	-	-	-	-	-	-	-	-	14-78(11)
Satellite Dish Antenna	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	14-78(12)
Secondary Suite	●	●	●	●	-	-	-	-	-	-	-	-	-	-	-	-	-	14-78(13)
Shipping Container	-	-	-	-	Ⓒ	Ⓒ	Ⓒ	Ⓒ	Ⓒ	-	-	-	-	-	-	-	-	14-78(14)
Solar Energy System	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	14-78(15)
OTHER																		
Wireless Telecommunications	See 14-79																	

KEY: ●=permitted by right | ●=permitted only above ground-floor | Ⓢ=conditional use | -=prohibited

[1] Uses allowed in CON (Conservancy) district are listed in [14-52](#)

Add New Accessory Use Subcategory 14-78(14)

(14) Shipping Container

(a) Purpose

The shipping container regulations of this section are intended to allow businesses in the X Districts to use shipping containers as an accessory structure to operate a public gathering space for use such as eating and drinking places, stages, and other outdoor event spaces. Shipping containers cannot be used as accessory storage spaces.

(b) Intent

The intent is to:

1. Maintain and complement community and character;
2. Allow contemporary/industrial design expression;
3. Ensure high quality, permanent installations; and
4. Support pedestrian oriented placemaking.

(c) Prohibited Shipping Container Use

The following uses are expressly prohibited for shipping containers:

1. Household living.
2. Short-term rentals.
3. General storage, storage facilities, data center warehousing, and warehouses.
4. Refuse and recyclable materials storage.
5. Temporary or mobile shipping containers, except for construction projects.

(d) Where allowed

1. Zoning Districts: Shipping containers may be allowed if

approved by conditional use in the X Districts.

2. Within Parcel: Shipping containers must be located in the rear half of an interior side yard or in the rear yard of a parcel.
3. Setbacks: Shipping container setbacks are a minimum of 4 feet from all property lines. However, alley-fronted property lines may be reduced to 0 feet. Shipping Containers cannot be placed over a property line.
4. Easements: Shipping containers may not be placed on utility, storm water, access, or other public easements without written permission from the holder of the easements.
5. Separation: Shipping containers cannot be located within 200 feet of other approved shipping containers to prevent clusters from disrupting the X Districts or downtown. Shipping containers that are less than 200 feet apart may be considered if approved as a major design exception.

(e) Supplemental Regulations

All shipping containers are subject to the following supplemental regulations:

1. Site plan required: An approved site plan with the shipping container shown is required prior to the

- installation of a shipping container on a property.
2. Building Codes: Use of shipping containers must comply with city inspection, WUCBC, and ICC regulations.
 3. Utility connections: Shipping containers with kitchens, sinks, or restrooms, must include water, sanitary sewer, and stormwater/storm sewer services that are approved by department of public works.
 4. Permanent installation required: Shipping containers must be placed on and attached to a permanent foundation (piers, slab, or engineered footings).
 5. Accessibility: The shipping container order/receiving window(s) must be accessible, meeting ADA compliance regulations. At least one table must be provided that is ADA accessible between the order/receiving window(s) and the table.
 6. Maximum height: 10 feet tall.
 7. Stacking prohibited: Shipping containers cannot be stacked on top of each other.
 8. Primary façade: The primary façade for the shipping container must face a public street, alley, or public pedestrian corridor. The primary façade may face into a courtyard or gathering space on the property if located along an alley.
 9. Façade treatment: Street, alley, and public pedestrian corridor facing facades must include the addition of at least 20% major façade materials that are allowed in the X Districts. A major design exception may be requested for the following:
 - i. The use of a mural(s) on the entirety of a façade instead of 20% major façade material on the same facade(s).
 - ii. The use of no more than 20% fiber cement board or wood on a façade(s) as a major façade material.
 10. Transparency: A minimum of 20% transparency is required for street, alley, and public pedestrian corridor facing facades. However, transparency is not required for alley facing facades of the primary façade faces into a courtyard or gathering space on the property. Windows, roll-up windows, garage style doors, and service windows may be included when calculating 20%.
 11. Rooflines: Shipping containers must include a defined top edge such as a parapet, cap, rooftop amenity deck, or architectural band.
 12. Rooftop use allowed: The rooftop of a shipping container may be used as a rooftop amenity deck.
 13. Façade Colors: Colors used must be similar or

- complimentary to the colors used on the primary structure. Fluorescent façade colors are prohibited. However, fluorescent colors may be used in a mural.
14. Seating areas: Seating areas cannot be within streets, alleys, and public pedestrian corridors.
 15. Queuing Areas: Queuing areas must be provided that do not obstruct streets, alleys, and public pedestrian corridors.
 16. Landscaping: At least 10% of the designated outdoor gathering space for shipping containers must include landscaping (planters, trellises, green screens) that soften the industrial appearance of the shipping container.
 17. Illumination: The use of string lights, warm ambient lighting, and architectural lighting is encouraged. All shipping container façade lighting must be dark sky compliant and fall under the light spill thresholds identified in Section 14-95.
 18. Refuse and Recyclable Materials: Refuse and recyclable material storage must be located in the rear yard only and must comply with Section 14-94. A shipping container may share refuse and recyclable material storage with the primary use.
 19. Signage: Each shipping container is allowed to have a maximum of two signs that are attached to the shipping container, if approved by sign permit. At a minimum, allowed sign types, sizes, and locations must comply with Sections 14-111 Table 11-4 and 13-113. Except that free standing signs that are not attached to the shipping container are prohibited.
 20. Murals: Shipping containers are allowed to have murals that do not include signage.
 21. Liquor licensing: Shipping containers that serve beer, wine, and/or liquor must have a liquor license that is approved by the city clerk's office.
 22. Required removal of unused Shipping Container: If a shipping container is unused for a period longer than 12 months, then the conditional use becomes invalid, and the shipping container must be removed from the property within 30 days.

END



City of De Pere, Wisconsin

8.A

Request for Common Council Action

Meeting Date:	September 1, 2026
Department:	City Clerk
From:	Carey Danen, City Clerk
Subject:	Approval of the minutes of the August 18, 2026 Common Council meeting.
Recommendation:	Motion to approve.

Attachments:

8-18-26 Common Council minutes_draft



Common Council

Regular Meeting

Draft Minutes

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

Tuesday, August 18, 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 Kunding, Shana Ledvina, Casey Nelson, Devin Perock, Dustin Thill, James Boyd

3. Pledge of Allegiance

4. Approval of the Agenda

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

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 August 4, 2026 Common Council meeting.

RESULT:	APPROVED [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

7. Ordinances

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

Mayor Boyd moved, seconded by Alderperson Ledvina to refer Section 2 of Ordinance 26-17 - regarding section 10-12, De Pere Youth Commission - back to staff and to approve the remainder of the ordinance. Staff intends to revise section 10-12 to change the alderperson liaison position to a one-year term. Staff will also review other boards and committees to determine whether additional updates are needed.

RESULT:	ADOPTED AS AMENDED BY ROLL CALL VOTE [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

8. Resolutions

Mayor Boyd moved, seconded by Alderperson Perock to suspend the rules and take up items #8A-D with one motion. Upon vote, motion carried unanimously.

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

- 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

Alderperson Hansen noted that South Broadway is scheduled to be resurfaced next year from Merrill Street south. He inquired whether staff has had any discussions with the Department of Transportation regarding the possibility of adding a bike lane from Merrill Street to Bomier Street. Staff will investigate the matter and provide an update.

10. Adjournment

Mayor Boyd moved, seconded by Alderperson Thill to adjourn the meeting at 7:35 PM. Upon vote, motion carried unanimously.

Respectfully submitted,

Carey Danen, City Clerk



City of De Pere, Wisconsin

8.B

Request for Common Council Action

Meeting Date: September 1, 2026
Department: Development Services
From: Peter Schleinz, City Planner/Zoning Administrator
Subject: Recommendation from Plan Commission to approve a 37-lot and 1-outlot extraterritorial preliminary plat of Trellis Drive at 4546 Trellis DR in Ledgeview (Parcels D-395-3, D-395-4-1, D-2028).
Recommendation: Motion to approve.

On August 24, 2026, Plan Commission unanimously recommended approval by a vote of 6-0.

Attachments:
PC Report, Preliminary Plat - 11 Jun 2026 - Trellis Drive

Consideration and possible action on a 37-lot and 1-outlot extraterritorial preliminary plat of Trellis Drive at 4546 Trellis DR in Ledgeview (Parcels D-395-3, D-395-4-1, D-2028).*

SITE MAP



REQUESTED ACTION:	Preliminary Extraterritorial Plat Approval (File EPP 26-01).	
COMMON DESCRIPTION:	4546 Trellis DR, south of the Trellis DR and Heritage RD intersection.	
ZONING:	R-1 Residential in Ledgeview.	
SURROUNDING LAND USES:	Agricultural and developing residential to the north, south, east, and west.	
COMPREHENSIVE PLAN:	Single-Family Residential, Two-Family Residential, Mixed Residential, and Parks/Public Open Space in Ledgeview.	
APPLICANT/OWNER:	<u>Authorized Representative</u> Brad Rymer Vierbicher 400 Security BLVD, STE 1 Green Bay, WI 54313	<u>Property Owner</u> Benbarto Properties LLC 2143 Webster AV Green Bay, WI 54301
LAND USE HISTORY:	After a review of air photographs, the site has been an agricultural use since 1938.	
STAFF REVIEW:	When reviewing a plat, staff considers State Statutes 236 Sections 46-3 through 46-7 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. • Lots 1-37 are proposed one-unit residential lots. • Outlot 1 is a proposed storm water management pond.	

-
- Environmentally sensitive areas are reviewed by Brown County.

All conditions of approval are listed at the end of the report. The conditions are technical and can be overseen by staff.

The plat meets the criteria of State Statutes 236 and Sections 46-3 through 46-7 of the De Pere Platting and Division of Land Code. The proposed land division does not impact the Comprehensive Plan negatively. The proposed lot size, frontage, and setbacks meet acceptable City requirements.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the preliminary extraterritorial plat and forwarding the plat to the Common Council for approval, subject to:

1. Meeting all other state and local regulations, including the City of De Pere, Town of Ledgeview, and Brown County Planning Commission.
2. In the City Certificate, change "...Plan Commission..." to reference "...Common Council...".



Planning/Zoning Application

Submitted On: Jun 11, 2026, 12:41PM EDT

Planning & Zoning Department

Parcel Number: (Include ALL parcels)	D-395-3, D-395-4-1 & D-2028
Nearest property address to the project site:	Street Address: 4546 TRELIS DR City: De Pere State: WI Zip: 54115
Check each project type that is being applied for:	Plat, Preliminary
Current De Pere Zoning Districts:	Not in De Pere
Existing Site Land Uses:	Residential
Proposed Site Land Uses:	Undeveloped/Vacant/Agricultural
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a pre-consultation meeting?	No
Property Owner:	First Name: Ben Last Name: Bartolazzi
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	Street Address: 2143 South Webster Ave City: Green Bay State: WI Zip: 54301
Property Owner's Phone Number:	
Property Owner's Email Address:	
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's Name:	First Name: Brad Last Name: Rymer
Authorized Representative's Business Name:	Vierbicher
Authorized Representative's Address:	Street Address: 400 Security Blvd. Full Address: Ste 1 City: Green Bay State: WI Zip: 54313
Authorized Representative's Phone Number:	
Authorized Representative's Email Address:	
Number of outlots in the Preliminary Plat: (PLEASE USE NUMERALS ONLY.)	1
Number of lots in the Preliminary Plat: (PLEASE USE NUMERALS ONLY.)	37
Extraterritorial Zoning Districts:	R-1 Residential
Please attach a PDF copy of the Preliminary Plat.	P-2715.pdf
Please attach a CAD copy of the Preliminary Plat.	240720 PrePlat 060926.dwg
How do you plan on paying for your application?	Mail a check
Total Due:	\$2,884.00
Property Owner or Authorized Representative Signature	First Name: Brad Last Name: Rymer Email Address:

Brad Pymer

Signed at: June 11, 2026 12:37PM America/New_York

User's Session Information

74.87.124.242, Referrer URL

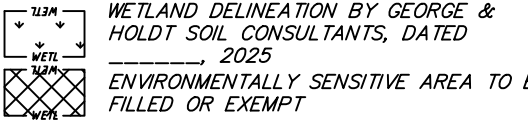
SURVEY LEGEND

- PUBLIC LAND CORNER AS NOTED
- FOUND 1" DIA. IRON PIPE
- FOUND 1" DIA. IRON PIPE WITH CAP
- FOUND 2" DIA. IRON PIPE
- () INDICATES RECORDED AS
- ALL OTHER LOT CORNERS MARKED WITH A 1.32" (O.D.) X 18" IRON PIPE WEIGHING 1.68 LBS/LIN. FOOT.
- ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST HUNDREDTH OF A FOOT.
- ALL DISTANCES ON CURVES ARE ARC LENGTHS.

ENVIRONMENTAL SENSITIVE AREAS (ESA) LINE

30' BUILDING SETBACK (UNLESS NOTED)

12' UTILITY EASEMENT (UNLESS NOTED)

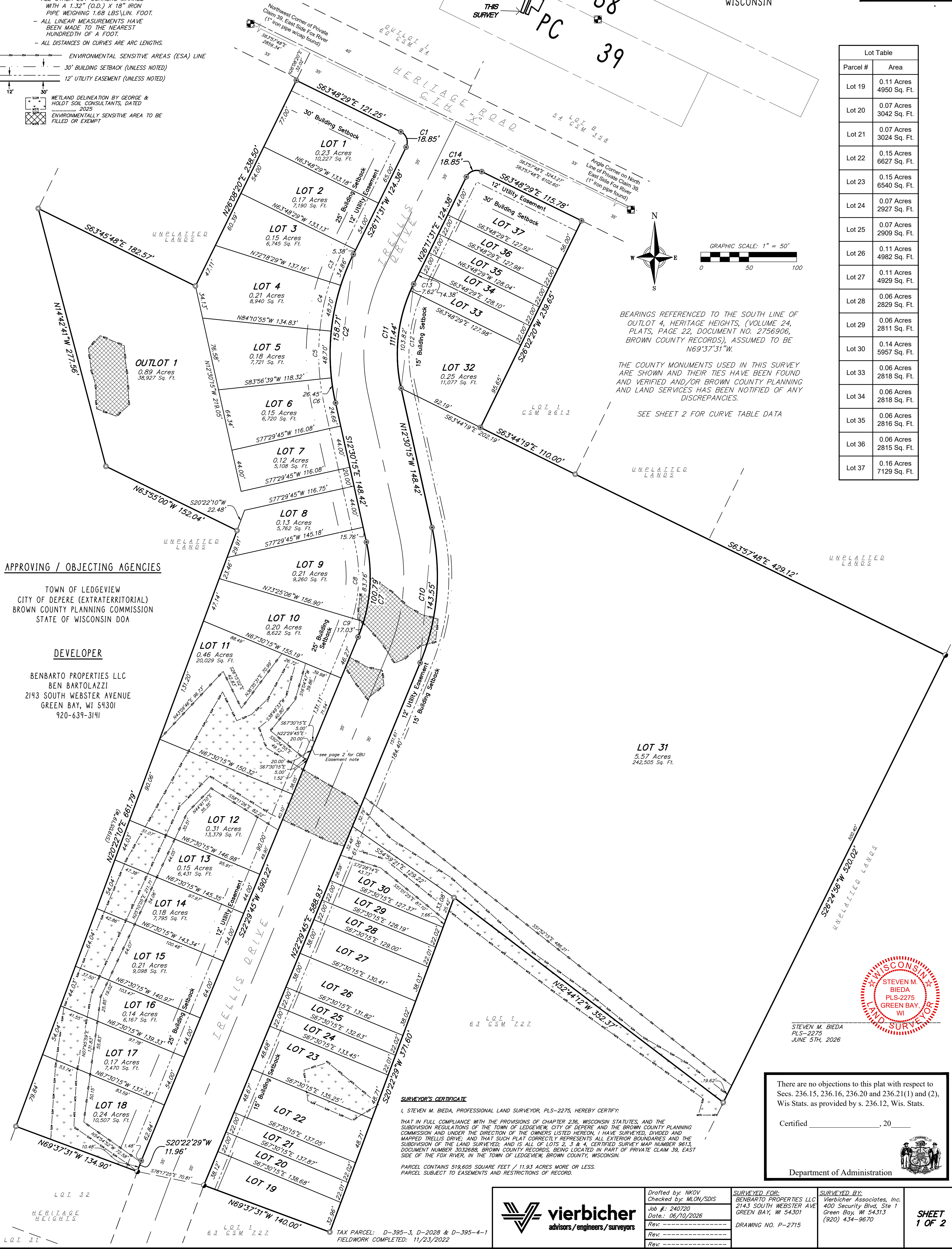


A PRELIMINARY PLAT OF TRELLIS DRIVE

ALL OF LOTS 2, 3 & 4, CERTIFIED SURVEY MAP NUMBER 9613, DOCUMENT NUMBER 3032688, BROWN COUNTY RECORDS, BEING LOCATED IN PART OF PRIVATE CLAIM 39, EAST SIDE OF THE FOX RIVER, IN THE TOWN OF LEDGEVIEW, BROWN COUNTY, WISCONSIN.

LOCATION MAP

PRIVATE CLAIM 39
EAST SIDE OF THE FOX RIVER
TOWN OF LEDGEVIEW
BROWN COUNTY
WISCONSIN



Lot Table	
Parcel #	Area
Lot 19	0.11 Acres 4950 Sq. Ft.
Lot 20	0.07 Acres 3042 Sq. Ft.
Lot 21	0.07 Acres 3024 Sq. Ft.
Lot 22	0.15 Acres 6627 Sq. Ft.
Lot 23	0.15 Acres 6540 Sq. Ft.
Lot 24	0.07 Acres 2927 Sq. Ft.
Lot 25	0.07 Acres 2909 Sq. Ft.
Lot 26	0.11 Acres 4982 Sq. Ft.
Lot 27	0.11 Acres 4929 Sq. Ft.
Lot 28	0.06 Acres 2829 Sq. Ft.
Lot 29	0.06 Acres 2811 Sq. Ft.
Lot 30	0.14 Acres 5957 Sq. Ft.
Lot 33	0.06 Acres 2818 Sq. Ft.
Lot 34	0.06 Acres 2818 Sq. Ft.
Lot 35	0.06 Acres 2816 Sq. Ft.
Lot 36	0.06 Acres 2815 Sq. Ft.
Lot 37	0.16 Acres 7129 Sq. Ft.

BEARINGS REFERENCED TO THE SOUTH LINE OF
OUTLOT 4, HERITAGE HEIGHTS, (VOLUME 24,
PLATS, PAGE 22, DOCUMENT NO. 2756906,
BROWN COUNTY RECORDS), ASSUMED TO BE
N69°37'31"W.

THE COUNTY MONUMENTS USED IN THIS SURVEY
ARE SHOWN AND THEIR TIES HAVE BEEN FOUND
AND VERIFIED AND/OR BROWN COUNTY PLANNING
AND LAND SERVICES HAS BEEN NOTIFIED OF ANY
DISCREPANCIES.

SEE SHEET 2 FOR CURVE TABLE DATA

APPROVING / OBJECTING AGENCIES

TOWN OF LEDGEVIEW
CITY OF DEPERE (EXTRATERRITORIAL)
BROWN COUNTY PLANNING COMMISSION
STATE OF WISCONSIN DOA

DEVELOPER

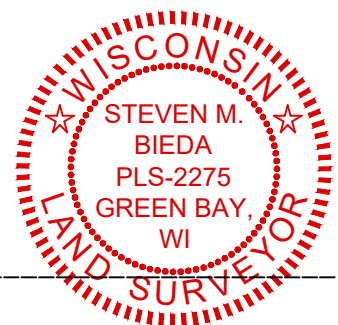
BENBARTO PROPERTIES LLC
BEN BARTOLAZZI
2143 SOUTH WEBSTER AVENUE
GREEN BAY, WI 54301
920-639-3141

SURVEYOR'S CERTIFICATE

I, STEVEN M. BIEDA, PROFESSIONAL LAND SURVEYOR, PLS-2275, HEREBY CERTIFY:

THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236, WISCONSIN STATUTES, AND THE
SUBDIVISION REGULATIONS OF THE TOWN OF LEDGEVIEW, CITY OF DEPERE AND THE BROWN COUNTY PLANNING
COMMISSION AND UNDER THE DIRECTION OF THE OWNERS LISTED HEREON, I HAVE SURVEYED, DIVIDED AND
MAPPED TRELLIS DRIVE; AND THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES AND THE
SUBDIVISION OF THE LAND SURVEYED; AND IS ALL OF LOTS 2, 3 & 4, CERTIFIED SURVEY MAP NUMBER 9613,
DOCUMENT NUMBER 3032688, BROWN COUNTY RECORDS, BEING LOCATED IN PART OF PRIVATE CLAIM 39, EAST
SIDE OF THE FOX RIVER, IN THE TOWN OF LEDGEVIEW, BROWN COUNTY, WISCONSIN.

PARCEL CONTAINS 519,605 SQUARE FEET / 11.93 ACRES MORE OR LESS.
PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

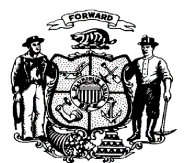


STEVEN M. BIEDA
PLS-2275
JUNE 5TH, 2026

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

Certified _____, 20____

Department of Administration



Drafted by: NKOV
Checked by: MLON/SDIS
Job #: 240720
Date: 06/10/2026
Rev: _____
Rev: _____
Rev: _____

SURVEYED FOR:
BENBARTO PROPERTIES LLC
2143 SOUTH WEBSTER AVE
GREEN BAY, WI 54301
DRAWING NO. P-2715

SURVEYED BY:
Vierbicher Associates, Inc.
400 Security Blvd, Ste 1
Green Bay, WI 54313
(920) 434-9670

**SHEET
1 OF 2**

A PRELIMINARY PLAT OF
TRELLIS DRIVE

ALL OF LOTS 2, 3 & 4, CERTIFIED SURVEY MAP NUMBER 9613, DOCUMENT NUMBER 3032688, BROWN COUNTY RECORDS, BEING
LOCATED IN PART OF PRIVATE CLAIM 39, EAST SIDE OF THE FOX RIVER, IN THE TOWN OF LEDGEVIEW, BROWN COUNTY, WISCONSIN.

LIMITED LIABILITY CORPORATION OWNER'S CERTIFICATE

BENBARTO PROPERTIES LLC, A LIMITED LIABILITY CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE
STATE OF WISCONSIN, DOES HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON TRELLIS DRIVE TO BE SURVEYED, DIVIDED, MAPPED AND
DEDICATED AS REPRESENTED HEREON. BENBARTO PROPERTIES LLC ALSO CERTIFIES THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE
SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

TOWN OF LEDGEVIEW
CITY OF DE PERE
BROWN COUNTY PLANNING COMMISSION
DEPT. OF ADMINISTRATION

IN WITNESS WHEREOF, THE SAID BENBARTO PROPERTIES LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____, ITS MEMBER,
ON THIS ____ DAY OF _____, 202__.

MEMBER

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 202__, THE ABOVE NAMED MEMBER OF SAID LIMITED LIABILITY
CORPORATION AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH MEMBER AS THE DEED OF SAID LIMITED LIABILITY
CORPORATION, BY ITS AUTHORITY:

NOTARY PUBLIC
BROWN COUNTY, WISCONSIN

MY COMMISSION EXPIRES _____

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

NOTES

A BROWN COUNTY HIGHWAY DEPARTMENT ACCESS PERMIT MUST BE OBTAINED PRIOR TO ANY CONSTRUCTION OF A NEW STREET / ROAD CONNECTION
OR DRIVEWAY TO A COUNTY TRUNK HIGHWAY.

THE PROPERTY OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN THE
WISCONSIN CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL TECHNICAL STANDARDS (AVAILABLE FROM THE WISCONSIN DEPARTMENT OF NATURAL
RESOURCES) TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE VILLAGE OF HOWARD HAS ADOPTED A SOIL EROSION
CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION, OR
INSTALLATION-RELATED ACTIVITIES.

DEVELOPMENT ON LOT 1-37, REQUIRES PUBLIC SEWER AND WATER BE AVAILABLE OR ACQUISITION OF ALL STATE, COUNTY, AND/OR MUNICIPAL
PERMITS CONCERNING ONSITE SEWAGE DISPOSAL SYSTEMS FOR SANITARY WASTE DISPOSAL.

THE OWNERS OF LOTS 1 THROUGH 37 ARE JOINT OWNERS OF THE SPECIFIED CLUSTER BOX UNIT (CBU) STRUCTURE LOCATED ON LOT 11 IN AN
EASEMENT AND ITS FOUNDATION, WHO ARE RESPONSIBLE FOR THE LONG-TERM MAINTENANCE AND REPLACEMENT. IF THE PROPERTY OWNERS DO
NOT KEEP THE CBU IN A GOOD-LOOKING FUNCTIONAL STATE, THE MUNICIPALITY MAY ASSESS/CHARGE THE LOT OWNERS FOR THE SHARED COST OF
REPAIRS OR REPLACEMENT.

LOTS 9-18, 22, 23, 30, 31 AND OUTLOT 1 INCLUDE WETLAND AREAS THAT MAY REQUIRE PERMITS FROM THE WISCONSIN DEPARTMENT OF NATURAL
RESOURCES, ARMY CORP OF ENGINEERS, BROWN COUNTY PLANNING COMMISSION, OR THE LOCAL MUNICIPALITY'S ZONING ADMINISTRATOR'S OFFICE
PRIOR TO ANY DEVELOPMENT ACTIVITY.

FUTURE SIDEWALKS WILL BE INSTALLED ALONG TRELLIS DRIVE IN THE PUBLIC RIGHT OF WAY.

OUTLOT 1 DEDICATED TO THE TOWN OF LEDGEVIEW FOR STORM WATER MANAGEMENT.

RESTRICTIVE COVENANTS

THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE LOT OWNER AND MAINTAINED BY THE ABUTTING PROPERTY
OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.

EACH LOT OWNER SHALL GRADE THE PROPERTY TO CONFORM TO THE ADOPTED SIDEWALK GRADE ELEVATION AND MAINTAIN SAID ELEVATION FOR
FUTURE SIDEWALKS.

GRADING ACTIVITIES WITHIN ESA AND ESA SETBACK AREAS ARE RESTRICTED UNLESS ESA AMENDMENT IS APPROVED BY THE BROWN COUNTY
PLANNING COMMISSION, OR GRADING IS COMPLETED AS PART OF AN APPROVED GRADING AND STORMWATER MANAGEMENT PLAN

LOTS 11-18, 30 AND 31 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE 2040 BROWN COUNTY URBAN SERVICE AREA
WATER QUALITY PLAN. THE ESA INCLUDES (DELINEATED WETLANDS, ALL LAND WITHIN 10-30 FEET OF LESS SUSCEPTIBLE WETLANDS, ALL LAND
WITHIN 50 FEET OF MODERATELY SUSCEPTIBLE WETLANDS, AND ALL LAND WITHIN 75 FEET OF HIGHLY-SENSITIVE WETLANDS. DEVELOPMENT AND
LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION
AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

APPROVED FOR THE BROWN COUNTY PLANNING COMMISSION THIS ____ DAY OF _____, 20__.

JEFF KUSSOW/DAN TEATERS
SENIOR PLANNER/PLANNING DIRECTOR

CERTIFICATE OF THE BROWN COUNTY TREASURER

AS DULY ELECTED BROWN COUNTY TREASURER, I HEREBY CERTIFY THAT THE RECORDS IN OUR OFFICE SHOW NO UNREDEEMED TAXES AND
NO UNPAID OR SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS PLAT AS OF THE DATES LISTED BELOW.

RAY SUENNEN
BROWN COUNTY TREASURER

CERTIFICATE OF THE TOWN OF LEDGEVIEW

APPROVED FOR THE TOWN OF LEDGEVIEW THIS ____ DAY OF _____, 20__.

JENNIFER BROICH
TOWN CLERK

CERTIFICATE OF THE TOWN OF LEDGEVIEW TREASURER

AS DULY ELECTED TOWN OF LEDGEVIEW TREASURER, I HEREBY CERTIFY THAT THE RECORDS IN OUR OFFICE SHOW NO UNREDEEMED TAXES AND
NO UNPAID OR SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS PLAT AS OF THE DATES LISTED BELOW.

RENAE PETERS
TOWN OF LEDGEVIEW TREASURER

CERTIFICATE OF THE CITY OF DE PERE

APPROVED BY THE CITY OF DE PERE PLAN COMMISSION ON THE ____ DAY OF _____, 20__.

CAREY E. DANEN
CITY CLERK

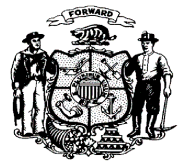
Curve Table							
Curve #	Length	Radius	Delta	Chord Len.	Chord Dir.	Tan. Dir.	Tan. Dir.
C1	18.85'	12.00'	90°00'00"	16.97'	S18°48'29"E	S26°11'31"W	S63°48'29"E
C2	158.71'	235.00'	38°41'46"	155.71'	S06°50'38"W	S26°11'31"W	S12°30'15"E
C3	34.86'	235.00'	8°30'00"	34.83'	S21°56'31"W	S26°11'31"W	S17°41'31"W
C4	48.70'	235.00'	11°52'26"	48.61'	S11°45'18"W	S17°41'31"W	S05°49'05"W
C5	48.70'	235.00'	11°52'26"	48.61'	S00°07'08"E	S05°49'05"W	S06°03'21"E
C6	26.45'	235.00'	6°26'55"	26.43'	S09°16'48"E	S06°03'21"E	S12°30'15"E
C7	100.79'	165.00'	35°00'00"	99.23'	S04°59'45"W	S22°29'45"W	S12°30'15"E
C8	83.76'	165.00'	29°05'09"	82.86'	S02°02'19"W	S16°34'54"W	S12°30'15"E
C9	17.03'	165.00'	5°54'51"	17.02'	S19°32'19"W	S22°29'45"W	S16°34'54"W
C10	143.55'	235.00'	35°00'00"	141.33'	N04°59'45"E	N22°29'45"E	N12°30'15"W
C11	111.44'	165.00'	38°41'46"	109.33'	N06°50'38"E	N12°30'15"W	N26°11'31"E
C12	103.82'	165.00'	36°03'00"	102.11'	N05°31'15"E	N23°32'45"E	N12°30'15"W
C13	7.62'	165.00'	2°38'47"	7.62'	N24°52'08"E	N26°11'31"E	N23°32'45"E
C14	18.85'	12.00'	90°00'00"	16.97'	N71°11'31"E	N26°11'31"E	S63°48'29"E

STEVEN M. BIEDA
PLS-2275
JUNE 5TH, 2026



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

Certified _____, 20__



Department of Administration



Drafted by: NKOV
Checked by: MLON/SDIS
Job #: 240720
Date.: 06/10/2026
Rev: _____
Rev: _____
Rev: _____

SURVEYED FOR:
BENBARTO PROPERTIES LLC
2143 SOUTH WEBSTER AVE
GREEN BAY, WI 54301
DRAWING NO. P-2715

SURVEYED BY:
Vierbicher Associates, Inc.
400 Security Blvd, Ste 1
Green Bay, WI 54313
(920) 434-9670

SHEET
2 OF 2



City of De Pere, Wisconsin

8.C

Request for Common Council Action

Meeting Date:	September 1, 2026
Department:	Parks, Recreation & Forestry
From:	Marty Kosobucki, Parks, Recreation and Forestry Director
Subject:	Recommendation from the Board of Park Commissioners to approve the bid from Lunda Construction in the amount of \$221,577 for the Voyageur Dock replacement project, with up to \$28,777 in funds from unassigned reserves.
Recommendation:	Motion to approve.

The Board of Park Commissioners at the August 20, 2026, meeting approved the bid from Lunda Construction for Voyageur Dock replacement project. The motion passed with a 6-0 vote.

Attachments:

Council Memo.Voyageur Dock Replacement, Memo.Voyageur Docks, SIGNED_Bid Form, Bid Form_Project 26-26 - Voyageur Park Dock Replacement, BidForm_VoyageurPark_De Pere_SummersetMarineConstruction

CITY OF DE PERE MEMO



To: City Council
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: September 1, 2026

RE: Voyageur Dock replacement

The Board of Park Commissioners reviewed the bids for the replacement of the docks at Voyageur Park. They are recommending the base bid from Lunda Construction in the amount of \$221,577.00. They are not recommending the acceptance of the alternate bid for an additional \$12,000.00.

Our current budget is \$203,600.00 with \$10,800.00 of that already dedicated to design and engineering fees. The City would need to allocate an additional \$28,777.00 toward the project to satisfy the Board of Park Commissioners recommendation.

CITY OF DE PERE MEMO



To: Board of Park Commissioners
 From: Marty Kosobucki
 Director of Parks, Recreation and Forestry
 Date: August 20, 2026

RE: Consideration of possible action to approve the bid from Lunda Construction for Voyageur Dock replacement project. *

Summary: The City worked with Graef to bid out the replacement of our Voyageur Docks. We have \$203,600 budgeted for the project, of which \$10,800 is committed to engineering costs. This leaves \$192,800 left to be directed toward the project. The low and base bid for this project is \$221,577 for this project. We received three qualified bids of which are summarized below.

Company	Base Bid	Alternate Bid	Total
Lunda Construction	\$221,577.00	\$12,000.00	\$233,577.00
Pier & Waterfront Solutions	\$230,226.00	\$14,220.00	\$244,446.00
Summerset Marine Construction	\$306,296.00	\$19,275.00	\$325,571.00

The alternate bid includes the company coming out to install the docks while training our staff. The base bid just includes someone coming out to provide training to our staff.

To move forward with one of the qualified bids, the Park Board would need to recommend acceptance of a bid and additional funding to cover the project.

Below is a spreadsheet explaining the funding shortfall using the base bid and alternate bid.

Current Funding	Base Bid	Total
\$192,800.00	\$221,577.00	(\$28,777)
Curren Funding	Alternate Bid Inclusion	
\$192,800.00	\$233,577.00	(\$40,777)

Staff met with Graef to discuss the bids and any mitigating factors that would have driven costs up. It was felt that the bids are in line with the scope of work and would not likely be beneficial to rebid the work unless the scope of services changes significantly.

Staff Recommendation: Staff would recommend accepting the base bid from Lunda Construction in the amount of \$221,577.00 and request additional funds from the council to complete. While the Alternate bid would be very beneficial, it is not necessarily needed or required as long as the rep provides training to our staff.

SECTION 00 41 13

CITY OF DE PERE

BID FORM

PROJECT 26-26

This bid, submitted by the undersigned Bidder to the City of De Pere, in accordance with the Advertisement to Bid, which will be received until 1:00 PM, Tuesday August 11, 2026 is to furnish and deliver all materials, and to perform and do all work on the project designated per Section 01 10 00 Summary of Work.

Bidder has examined and carefully prepared the bid from the plans and specifications and has checked the same in detail before submitting said proposal or bid; and that said bidder or bidder's agents, officer or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.

Addendum Date

NONE

BASIS OF BID:

Bidder will complete the Work in accordance with the Contract documents for the following price(s):

As stated in the attached Unit Price Bid Schedule.

Unit Prices have been computed in accordance with the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

SEE ONLINE FORM

TOTAL BASE BID PRICE: \$ _____

SEE ONLINE FORM

TOTAL ALTERNATIVE BID #1 PRICE: \$ _____

Project 26-26
Voyageur Park Dock Replacement
ATTACHMENTS TO THIS BID

City of De Pere

The following documents are submitted with and made a condition of this Bid:

- A. Required Bid Security
- B. Unit Price Bid Schedule (Section 00 41 43)
- C. Proposed Products Form (Section 00 43 33)
- D. Tabulation of Subcontractors (Section 00 43 36)

BID SUBMITTAL

This Bid is submitted by Lunda Construction Company of Black River Falls, WI

The Bidder, being duly sworn, does dispose that they are an authorized representative of

Bidder, if Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Lunda Construction Company

State of Incorporation: Wisconsin

Type (General Business, Professional, Service, Limited Liability): General Business

By:  _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): Mike Hahn

Project 26-26
Voyageur Park Dock Replacement

City of De Pere



Title: Vice President

(CORPORATE SEAL)

Attest

Date of Qualification to do business in Wisconsin is 11 / 29 / 38.

Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. Manner of signing for each individual, partnership, and corporation that is a party to joint venture should be in manner indicated above.)

Bidder's Business Address 620 Gebhardt Road

Black River Falls, WI 54615

Phone No. 715.284.9491 Fax No. N/A

E-mail Adam Gerondale | agerondale@lundaconstruction.com

SUBMITTED on 08/11, 20 26.

State Contractor License No. N/A (if applicable)

**WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
LUNDA CONSTRUCTION COMPANY**

March 19, 2025

The undersigned, being all of the members of the Board of Directors of LUNDA CONSTRUCTION COMPANY, a Wisconsin corporation (the "Corporation"), hereby consent to and adopt the following resolutions without the formality of convening a meeting, pursuant to Section 180 of the Wisconsin Statutes and Section 3.13 of the By-Laws of the Corporation. It is the intent of the undersigned that this written consent be filed with the minutes of the Corporation.

Number of Directors

RESOLVED, that the number of directors constituting the entire Board be, and hereby is, three (3) directors.

Election of Officers

RESOLVED, that the following individuals are hereby elected to the office set opposite their names, each to serve herein until his or her respective successor is duly elected and qualified, or in each case until his or her earlier death, resignation or removal:

<u>Name</u>	<u>Office</u>
Joseph A. Larson	President
Dale F. Even	Senior Vice President
Michael P. Hahn	Wisconsin Regional Vice President
Jesten R. Sterry	Minnesota Regional Vice President
Jared Perrine	Chief Financial Officer and Assistant Secretary
Anthony C. Fiore	Treasurer
Ifigenia Protopappas	Secretary
Kevin Cvengros	Assistant Treasurer
Lisa M. Melonas	Assistant Secretary

Ratification

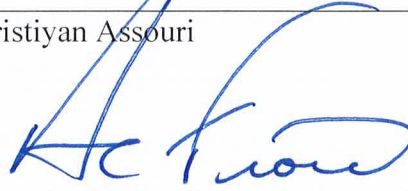
RESOLVED, that all prior actions taken by the shareholder, directors, authorized officers, or any of them, within the terms of the foregoing resolutions, are hereby ratified and confirmed in all aspects.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of the Corporation, have executed this written consent as of the date first written above.



Kristiyan Assouri



Anthony C. Fiore



Ryan J. Soroka

SECTION 00 41 13

CITY OF DE PERE

BID FORM

PROJECT 26-26

This bid, submitted by the undersigned Bidder to the City of De Pere, in accordance with the Advertisement to Bid, which will be received until 1:00 PM, Tuesday August 11, 2026 is to furnish and deliver all materials, and to perform and do all work on the project designated per Section 01 10 00 Summary of Work.

Bidder has examined and carefully prepared the bid from the plans and specifications and has checked the same in detail before submitting said proposal or bid; and that said bidder or bidder's agents, officer or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.

N/A

Addendum Date

N/A

BASIS OF BID:

Bidder will complete the Work in accordance with the Contract documents for the following price(s):

As stated in the attached Unit Price Bid Schedule.

Unit Prices have been computed in accordance with the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

TOTAL BASE BID PRICE: \$ 230,226.⁰⁰

TOTAL ALTERNATIVE BID #1 PRICE: \$ 14,220.⁰⁰

Project 26-26
Voyageur Park Dock Replacement
ATTACHMENTS TO THIS BID

City of De Pere

The following documents are submitted with and made a condition of this Bid:

- A. Required Bid Security
- B. Unit Price Bid Schedule (Section 00 41 43)
- C. Proposed Products Form (Section 00 43 33)
- D. Tabulation of Subcontractors (Section 00 43 36)

BID SUBMITTAL

This Bid is submitted by JERRY ENGLEBERT of PIER AND WATERFRONT SOLUTIONS LLC

The Bidder, being duly sworn, does dispose that they are an authorized representative of

Bidder, if Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: PIER AND WATERFRONT SOLUTIONS LLC

State of Incorporation: WI

Type (General Business, Professional, Service, Limited Liability): LIMITED LIABILITY

By: Jerry Englebert
(Signature – attach evidence of authority to sign)

Name (typed or printed): JERRY ENGLEBERT

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Wisconsin is ____/____/____.

Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. Manner of signing for each individual, partnership, and corporation that is a party to joint venture should be in manner indicated above.)

Bidder's Business Address 7325 STATE HWY 42-57

STURGEON TOWN WI 54235

Phone No. 920-493-4404 Fax No. N/A

E-mail jerry@wisconsinpws.com

SUBMITTED on AUG 11, 2006.

State Contractor License No. _____ (if applicable)

SECTION 00 41 43

CITY OF DE PERE

PROJECT 26-26

BID SCHEDULE – UNIT PRICE

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SC-01	Fabricated Floating Dock System	LS	1	\$ <u>198,813</u>	\$ <u>198,813</u>
SC-02	17' Gangway	LS	1	\$ <u>9,948</u>	\$ <u>9,948</u>
SC-03	Installation of Dock System	LS	1	\$ <u>16,320</u>	\$ <u>16,320</u>
SC-04	Observation of Dock System Removal	LS	1	\$ <u>3,255</u>	\$ <u>3,255</u>
SC-05	Anchor Point Welding	EA	1	\$ <u>1,890</u>	\$ <u>1,890</u>
TOTAL AMOUNT BID:					\$ <u>230,226</u>

ALTERNATIVE BID #1 SCHEDULE – UNIT PRICE

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
A-SC-01	Removal of Dock System	LS	1	\$ <u>14,220</u>	\$ <u>14,220</u>
TOTAL AMOUNT ALTERNATIVE BID #1:					\$ <u>14,220</u>

SECTION 00 41 13

CITY OF DE PERE

BID FORM

PROJECT 26-26

This bid, submitted by the undersigned Bidder to the City of De Pere, in accordance with the Advertisement to Bid, which will be received until 1:00 PM, Tuesday August 11, 2026 is to furnish and deliver all materials, and to perform and do all work on the project designated per Section 01 10 00 Summary of Work.

Bidder has examined and carefully prepared the bid from the plans and specifications and has checked the same in detail before submitting said proposal or bid; and that said bidder or bidder’s agents, officer or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>

BASIS OF BID:

Bidder will complete the Work in accordance with the Contract documents for the following price(s):

As stated in the attached Unit Price Bid Schedule.

Unit Prices have been computed in accordance with the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

TOTAL BASE BID PRICE: \$ 306,296.00

TOTAL ALTERNATIVE BID #1 PRICE: \$ 326,021.00

Project 26-26
Voyageur Park Dock Replacement
ATTACHMENTS TO THIS BID

City of De Pere

The following documents are submitted with and made a condition of this Bid:

- A. Required Bid Security
- B. Unit Price Bid Schedule (Section 00 41 43)
- C. Proposed Products Form (Section 00 43 33)
- D. Tabulation of Subcontractors (Section 00 43 36)

BID SUBMITTAL

This Bid is submitted by Larry Chapman of Summerset Marine Construction, L.L.C.

The Bidder, being duly sworn, does dispose that they are an authorized representative of

Bidder, if Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

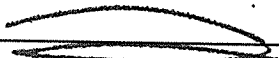
Name (typed or printed): _____

A Corporation

Corporation Name: Summerset Marine Construction, L.L.C.

State of Incorporation: Wisconsin

Type (General Business, Professional, Service, Limited Liability): Limited Liability (LLC)

By:  _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): Larry Chapman

Project 26-26
Voyageur Park Dock Replacement

City of De Pere

Title: President/CEO

(CORPORATE SEAL) NO SEAL

Attest 

Date of Qualification to do business in Wisconsin is 12/20/2007

Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. Manner of signing for each individual, partnership, and corporation that is a party to joint venture should be in manner indicated above.)

Bidder's Business Address W3128 Highway 59, Whitewater, WI 53190

Phone No. 262-594-3244 Fax No. _____

E-mail info@summersetmarine.com

SUBMITTED on August 11, 2026.

State Contractor License No. N/A (if applicable)

United States of America
State of Wisconsin
DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Corporate & Consumer Services



To All to Whom These Presents Shall Come, Greeting:

I, Kristie Pulvermacher, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

SUMMERSET MARINE CONSTRUCTION, L.L.C.

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is December 20, 2007.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.0214 or 183.0212 Wis. Stats., but that it has not filed a statement or articles of dissolution.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on June 02, 2026.

A handwritten signature in black ink that reads "Kristie Pulvermacher".

KRISTIE PULVERMACHER, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions



DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: <https://apps.dfi.wi.gov/apps/ccs/verify/>

Enter this code: **455679-029136CA**



City of De Pere, Wisconsin

8.D

Request for Common Council Action

Meeting Date: September 1, 2026
Department: Parks, Recreation & Forestry
From: Marty Kosobucki, Parks, Recreation and Forestry Director
Subject: Recommendation from the Board of Park Commissioners to approve the base bid and alternate bid from Highway Landscapers in the amount of \$231,139 for the Wilson Park project, with up to \$52,239 in funds from unassigned reserves.
Recommendation: Motion to approve.

Board of Park Commissioners voted unanimously to recommend approval of the base bid and an alternate bid from Highway Landscapers for ground lighting.

Attachments:

Council Memo.Wilson Park Renovation, Memo.Wilson Park, BID FORM, De Pere 26-25
Wilson Park 8.06.26 Bid Form - Submitted, Bid Form (1)

CITY OF DE PERE MEMO



To: City Council
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: September 1, 2026

RE: Wilson Park Renovation Project

The Board of Park Commissioners reviewed the bids for the renovation of Wilson Park. After discussion, the Board opted to recommend the acceptance of the base and alternative bid from Highway Landscapers in the amount of \$231,139.00.

Our approved budget for this project was \$200,00, which included a \$100,000 grant from the Nelson Family Foundation. We currently have \$21,200 of this budget committed to design, engineering and construction oversight costs. If you were to approve the base and alternative bid from Highway Landscapers, there is a \$52,239 shortfall in funding that would need to be covered.

For your knowledge, the alternative bid was \$19,970.00, and for the installation of in ground up-lighting. The base bid was \$211,169.00.

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: August 20, 2026

RE: Consideration and possible action to approve the low bid from Highway Landscapers for renovations at Wilson Park. *

Summary: We worked with Graef to competitively bid out the park renovation of Wilson Park. We received three bids for the project which are summarized below. The alternate bid covers costs related to installing the ground level up lighting.

Company	Base Bid	Alternate Bid	Total
Highway Landscapers	\$211,169	\$19,970	\$231,139.00
Vinton Construction	\$212,950.14	\$18,968	\$231,918.14
Northeast Asphalt	\$255,253.68	\$21,813.20	\$277,066.88

The project has a budget allotment of \$200,000, with \$100,000 coming from a donation from the Nelson Family Fund. Within the \$200,000 we have committed \$21,100 to engineering/design costs. This leaves \$178,900 to go toward the project.

Using the low bid of \$211,169, we are approximately \$32,269 deficient in funding. Using the low bid with alternate bid of \$231,139.00, we are approximately \$52,239 deficient of funding.

Options:

- 1) Recommend to City Council the acceptance of the low bid (or low bid with alternate bid), and request funding from alternate sources.
- 2) Deny bids and rebid the project with a revised scope of work that would be more in line with our current budget.
- 3) Deny bids and rebid the project with the same scope of work but request additional funding in 2027.

Staff Recommendation:

Unfortunately, I'm not sure there is a clear-cut method or route to take with this topic. There are pros and cons to each approach. However, I think the slightly best approach would be to recommend the acceptance of the low bid without the alternate bid and request the additional \$32,269 from City Council to complete the funding. This gives a balance of being cost conscious to the city along with completing the work in a timely manner and being cognizant of our grant timing.

SECTION 00 41 13

CITY OF DE PERE

BID FORM

PROJECT 26-25

This bid, submitted by the undersigned Bidder to the City of De Pere, in accordance with the Advertisement to Bid, which will be received until 1:00 PM, Thursday August 6, 2026 is to furnish and deliver all materials, and to perform and do all work on the project designated per Section 01 10 00 Summary of Work.

Bidder has examined and carefully prepared the bid from the plans and specifications and has checked the same in detail before submitting said proposal or bid; and that said bidder or bidder's agents, officer or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>7/30/2026</u>
<u> </u>	<u> </u>

BASIS OF BID:

Bidder will complete the Work in accordance with the Contract documents for the following price(s):

As stated in the attached Unit Price Bid Schedule.

Unit Prices have been computed in accordance with the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

TOTAL BASE BID PRICE: \$ 211,169.00
ALTERNATE BID #1 BID PRICE: \$ 199,700.00

Wilson Park

ATTACHMENTS TO THIS BID

The following documents are submitted with and made a condition of this Bid:

- A. Required Bid Security
- B. Unit Price Bid Schedule (Section 00 41 43)
- C. Proposed Products Form (Section 00 43 33)
- D. Tabulation of Subcontractors (Section 00 43 36)

BID SUBMITTAL

This Bid is submitted by Nick Wilfert of Highway Landscapers, Inc.

The Bidder, being duly sworn, does dispose that they are an authorized representative of

Bidder, if Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Highway Landscapers, Inc.

State of Incorporation: Wisconsin

Type (General Business, Professional, Service, Limited Liability): General Business

By: Scott Skinkis
(Signature – attach evidence of authority to sign)

Name (typed or printed): Scott Skinkis

Title: President
(CORPORATE SEAL)

Attest Timothy W. Pagel, Authorized Agent

Date of Qualification to do business in Wisconsin is 01/01/2001.

Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. Manner of signing for each individual, partnership, and corporation that is a party to joint venture should be in manner indicated above.)

Bidder's Business Address 1650 E. Elm Drive

Little Chute WI 54140

Phone No. 920, 759, 1701 Fax No. NA

E-mail office @ highway . email

SUBMITTED on August 6, 2026.

State Contractor License No. NA (if applicable)

SECTION 00 41 13

CITY OF DE PERE

BID FORM

PROJECT 26-25

This bid, submitted by the undersigned Bidder to the City of De Pere, in accordance with the Advertisement to Bid, which will be received until 1:00 PM, Thursday August 6, 2026 is to furnish and deliver all materials, and to perform and do all work on the project designated per Section 01 10 00 Summary of Work.

Bidder has examined and carefully prepared the bid from the plans and specifications and has checked the same in detail before submitting said proposal or bid; and that said bidder or bidder's agents, officer or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>#1</u>	<u>7/30/2026</u>
<u> </u>	<u> </u>

BASIS OF BID:

Bidder will complete the Work in accordance with the Contract documents for the following price(s):

As stated in the attached Unit Price Bid Schedule.

Unit Prices have been computed in accordance with the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

TOTAL BASE BID PRICE: \$ 212,950.¹⁴
ALTERNATE BID #1 BID PRICE: \$ 18,968.⁰⁰

Wilson Park

ATTACHMENTS TO THIS BID

The following documents are submitted with and made a condition of this Bid:

- A. Required Bid Security
- B. Unit Price Bid Schedule (Section 00 41 43)
- C. Proposed Products Form (Section 00 43 33)
- D. Tabulation of Subcontractors (Section 00 43 36)

BID SUBMITTAL

This Bid is submitted by Vinton Construction Company of Two Rivers, WI

The Bidder, being duly sworn, does dispose that they are an authorized representative of

Bidder, if Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Vinton Construction Company

State of Incorporation: Wisconsin

Type (General Business, Professional Service, Limited Liability): General Business

By: _____

(Signature – attach evidence of authority to sign)

Name (typed or printed): Richard P. Lathrop

Project 26-25
Wilson Park

City of De Pere



Title: President

Attest


Kristin L. Maples-Lamers / Secretary

Date of Qualification to do business in Wisconsin is 5 / 16 / 1931

Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. Manner of signing for each individual, partnership, and corporation that is a party to joint venture should be in manner indicated above.)

Bidder's Business Address 1322 33rd Street (P.O. Box 137)

Two Rivers, WI 54241

Phone No. 920-682-0375

Fax No. 920-682-2838

E-mail contracts@vintonwis.com

SUBMITTED on August 6th, 2026.

State Contractor License No. N/A (if applicable)

SECTION 00 41 43

CITY OF DE PERE

PROJECT 26-25

BID SCHEDULE – UNIT PRICE

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
STREET AND DRAINAGE					
SD-01	Provide Clearing and Grubbing	LS	1	\$ _____	\$ _____
SD-02	Remove Existing Concrete and Base Course	SY	25	\$ _____	\$ _____
SD-03	Topsoil Stripping	SY	1,765	\$ _____	\$ _____
SD-04	Unclassified Excavation	CY	15	\$ _____	\$ _____
SD-05	Imported Borrow	CY	200	\$ _____	\$ _____
SD-06	¾" Crushed Aggregate Base Course	TON	205	\$ _____	\$ _____
SD-07	Provide 4" Concrete Sidewalk	SY	404	\$ _____	\$ _____
SD-08	Provide 6" Concrete Pad	SY	127	\$ _____	\$ _____
SD-09	Landscaping – Topsoil, Seed, Fertilizer and Mulch	SY	1,051	\$ _____	\$ _____
SD-10	Landscaping – Planting Bed Preparation and Edging	SY	183	\$ _____	\$ _____
SD-11	Landscaping – Tree Planting	EA	1	\$ _____	\$ _____
SD-12	Landscaping – Shrub Planting	EA	26	\$ _____	\$ _____
SD-13	Landscaping – Grass/Sedge	EA	50	\$ _____	\$ _____
SD-14	Landscaping – Perennials	EA	15	\$ _____	\$ _____

Per
Addendum
#1

SD-15	Remove Existing Playground Equipment	LS	1	\$ _____	\$ _____
SD-16	Remove Existing Fence	LF	237	\$ _____	\$ _____
SD-17	Site Furnishing - Bench	EA	5	\$ _____	\$ _____
SD-18	Site Furnishing – Picnic Table	EA	3	\$ _____	\$ _____
SD-19	Site Furnishing – Trash Receptacle	EA	2	\$ _____	\$ _____
SPECIAL CONSTRUCTION					
SC-01	Provide Sediment Log	LF	365	\$ _____	\$ _____
SC-02	Inlet Protection	EA	2	\$ _____	\$ _____
ELECTRICAL					
E-01	Electrical Service and Panel	LS	1	\$ _____	\$ _____
E-02	Wood Electrical Structure	LS	1	\$ _____	\$ _____
E-03	Lighting Controls	LS	1	\$ _____	\$ _____
E-04	Weatherproof Receptacle	EA	2	\$ _____	\$ _____
E-05	Pole Lighting and Base	EA	4	\$ _____	\$ _____
E-06	Conduit, Wiring, and Hand Holes	LS	1	\$ _____	\$ _____
E-07	Remove Existing Light Pole and Base	EA	1	\$ _____	\$ _____
TOTAL AMOUNT BID:					\$ _____

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
ALTERNATE BID #1					
ELECTRICAL					
AE-01	At-grade Up Lighting and Base	EA	6	\$ _____	\$ _____
AE-02	Conduit, Wiring, and Hand Holes	LS	1	\$ _____	\$ _____
TOTAL AMOUNT BID:					\$ _____

Submitted online through Quest

**VINTON CONSTRUCTION COMPANY
SHAREHOLDERS AND BOARD OF DIRECTORS CONSENT RESOLUTION**

April 3, 2026

THE UNDERSIGNED, constituting all of the members of the Board of Directors (the “Board”) and all of the holders of outstanding shares of Voting Common Stock (the “Shareholders”) of Vinton Construction Company, a Wisconsin corporation (the “Company”), do hereby consent to the actions set forth in the following resolution pursuant to the provisions of Chapter 180 of the Wisconsin Statutes and the Company’s Bylaws, effective as of the date set forth above (the “Effective Date”).

WHEREAS, the Board deems it in the best interest of the Company to appoint the following directors: Michael J. Maples (Chairman of the Board), Mary G. Maples, Jeffrey M. Maples, Richard P. Lamers, Kristin L. Maples-Lamers and Elaina C. Maples;

WHEREAS, the Shareholders and the Board deem it advisable and in the best interests of the Company and its Shareholders to take such further action to amend the Bylaws of the Company to add the office position of Chief Executive Officer and allow for two (2) Presidents as Co-Presidents.

WHEREAS, the Shareholders and the Board deem it advisable and in the best interests of the Company and its Shareholders that the following individuals are delegated and appointed to the offices of the Company as set forth next to their names below, to hold office until their successors are appointed or until their earlier death, resignation, or removal:

Chief Executive Officer	Michael J. Maples
Co-President	Jeffrey M. Maples
Co-President	Richard P. Lamers
Vice President & Treasurer	Mary G. Maples
Vice President & Secretary	Kristin L. Maples-Lamers
Vice President	Elaina C. Maples

NOW, THEREFORE, BE IT

Directors

RESOLVED, that Michael J. Maples (Chairman of the Board), Mary G. Maples, Jeffrey M. Maples, Richard P. Lamers, Kristin L. Maples-Lamers and Elaina C. Maples are appointed as the Directors of the Company.

Amend Bylaws

RESOLVED, that the Bylaws of the Company be amended to create the office of Chief Executive Officer and further outline and describe the role and powers of such position; and be it further

RESOLVED, that the Bylaws of the Company be amended to allow for two (2) Presidents as Co-Presidents; and be it further

Officers

RESOLVED, that the above named individuals are delegated and appointed to the offices of the Company as set forth next to their names above, and are hereby authorized to execute any and all

agreements, instruments or documents on behalf of the Company and, when so executed by any such officer, all such agreements, instruments or documents shall be binding upon the Company; and be it further

General Authorization

RESOLVED, that the officers are authorized in the name of the and on behalf of the Company to take all action which they, in their discretion, deem necessary to accomplish the transactions contemplated by the foregoing resolutions; and be it further

RESOLVED, that all actions previously taken by any director, officer, employee or agent of the Company relating to the transactions contemplated by the foregoing resolutions are hereby adopted, ratified, confirmed and approved in all respects as the acts and deeds of the Company.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this written consent of the Shareholders and Board of Directors of Vinton Construction Company as of the date first set forth above, which written consent may be executed in one or more counterparts, including by signature pages provided by facsimile or other electronic transmission, each of which shall be deemed an original, all of which shall constitute one and the same instrument.

BOARD OF DIRECTORS:

VINTON CONSTRUCTION COMPANY

DocuSigned by:
Michael Maples
735223DED03B472...
Signed by: _____, Director
Mary Maples
A48CC100308D4C5...
Signed by: _____ Director
Jeffrey Maples
9850689C0BD5480...
Signed by: _____ Director
Richard Lamers
A1B78500A78A40A...
Richard P. Lamers, Director

SHAREHOLDERS:

VINTON CONSTRUCTION COMPANY

DocuSigned by:
Michael Maples
735223DED03B472...
Signed by: _____
Mary Maples
A48CC100308D4C5...
Signed by: _____
Jeffrey Maples
9850689C0BD5480...
Signed by: _____
Richard Lamers
A1B78500A78A40A...
Signed by: _____
Kristin L. Maples-Lamers
0B5820BA723D413...

DOM
180 181 183

United States of America

State of Wisconsin



DEPARTMENT OF FINANCIAL INSTITUTIONS

To All to Whom These Presents Shall Come, Greeting:

I, Kristie Pulvermacher, Administrator, Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

VINTON CONSTRUCTION COMPANY

is a domestic Wisconsin corporation or limited liability company organized under the laws of this state and its date of incorporation or organization is May 16, 1931.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.0214 or 183.0212, Wis. Stats., and that it has not filed a Statement or Articles of Dissolution.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on August 25, 2025.

A handwritten signature in black ink that reads "Kristie Pulvermacher".

KRISTIE PULVERMACHER, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

A handwritten signature in blue ink that reads "Monika Van Rossum".

BY: Monika Van Rossum

Wilson Park

ATTACHMENTS TO THIS BID

The following documents are submitted with and made a condition of this Bid:

- A. Required Bid Security
- B. Unit Price Bid Schedule (Section 00 41 43)
- C. Proposed Products Form (Section 00 43 33)
- D. Tabulation of Subcontractors (Section 00 43 36)

BID SUBMITTAL

This Bid is submitted by Weston Turner of Northeast Asphalt Inc

The Bidder, being duly sworn, does dispose that they are an authorized representative of

Bidder, if Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Northeast Asphalt Inc

State of Incorporation: Wisconsin

Type (General Business, Professional, Service, Limited Liability): General

By:  _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): Jake Brucker

Title: Area Manager

(CORPORATE SEAL) Corporate Seal not required
Pursuant to § 180.0120 3(c)

Witness

*Attest

Kim Stebani

Date of Qualification to do business in Wisconsin is 02/03/1959

Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. Manner of signing for each individual, partnership, and corporation that is a party to joint venture should be in manner indicated above.)

Bidder's Business Address W6380 Design Drive

Greenville, WI 54942

Phone No. 920-757-2900 Fax No. 920-757-2906

E-mail neaquote@walbecgroup.com

SUBMITTED on August 6, 2026.

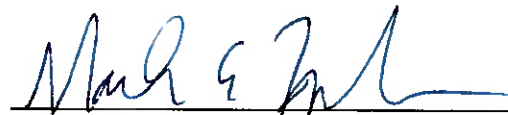
State Contractor License No. 0142663 (if applicable)

**CERTIFICATE OF CORPORATE RESOLUTION
PART OF THE MINUTES OF MEETING OF DIRECTORS**

RESOLVED, that Kurt Bechthold, Mark E. Filmanowicz, Brian Endres, David L. Bechthold, Brian Enders, Monica Elles, Linda Pawlak, Bridget Kraus, Christopher Urech, Andrew Schmidt, Charles E. Bechthold, Cecilia McCormack, Jake Brucker, Jon Wurzer, Nicholas Ebert, Peter Kozak, Ric Szalewski, Steven Higgins, Taylor Tauer, Richard Doerr, and Jeremy Barron shall have the authority to sign all contracts for and within the State of Wisconsin and on behalf of Northeast Asphalt, Inc.

I, Mark E. Filmanowicz, do hereby certify that I am the duly elected and qualified Secretary and the custodian of the records of Northeast Asphalt, Inc., a corporation organized and existing under and by virtue of the laws of the State of Wisconsin; that the foregoing is a true and correct copy of a certain resolution duly adopted at a meeting of the Board of Directors of said corporation convened and held in accordance with the law and the bylaws of said corporation on the 18th Day of March 2026, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have signed my name this 6th day of August, 2026.



Mark E. Filmanowicz, Secretary



City of De Pere, Wisconsin

8.E

Request for Common Council Action

Meeting Date:	September 1, 2026
Department:	Parks, Recreation & Forestry
From:	Marty Kosobucki, Parks, Recreation and Forestry Director
Subject:	Approval of a donation from Habitat for Humanity to place murals on the baseball dugouts at Kelly Danen Park.
Recommendation:	Motion to approve.

Attachments:

Council Memo.Kelly Danen Mural Donation, Kelly Danen Park Mural

CITY OF DE PERE MEMO



To: City Council
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: September 1, 2026

RE: Habitat For Humanity – Mural at Kelly Danen Park

Habitat For Humanity is proposing a donation to the City that would have an artist create a mural on the dugouts at Kelly Danen Park. The mural is part of their effort to give back to the City of De Pere. I have included a sketch of the proposed mural, however colors have not yet been incorporated into the design. Colors would come at a later point once the project is approved and obtaining input from the City.

Kelly Danen Park is unique, in that De Pere Youth Baseball predominantly uses the park. Knowing this, we asked Habitat Humanity to discuss the project with De Pere Youth Baseball first. After getting an understanding of the project, De Pere Youth Baseball has expressed their support for the mural.

Due to timing of the project related to the artists availability (September 16-18), we are asking the City Council to review and approve as we would not have enough time to obtain Park Board approval.





City of De Pere, Wisconsin

9.A

Request for Common Council Action

Meeting Date: September 1, 2026
Department: Parks, Recreation & Forestry
From: Marty Kosobucki, Parks, Recreation and Forestry Director
Subject: Resolution #26-84 Authorizing Hold Harmless and Property Access Agreement with Walleyes for Tomorrow - Bay of Green Bay Chapter for Perkofski Boat Launch.
Recommendation: The Board of Park Commissioners recommend approval.

The Board of Park Commissioners, at the July 16, 2026 meeting, approved the request from Walleyes for Tomorrow to utilize the Perkofski boat launch during the winter months for their shoreline improvement project for walleye habitat. The motion was approved unanimously with a 4-0 vote.

Attachments:

Reso26-84, Walleyes for Tomorrow, Memo.Walleyes for Tomorrow, 2027 Walleye Restoration Project, Document_260612_061918, Landowner, Reef Transect

RESOLUTION #26-84

AUTHORIZING HOLD HARMLESS AND PROPERTY ACCESS AGREEMENT WITH
WALLEYES FOR TOMORROW – BAY OF GREEN BAY CHAPTER

WHEREAS, Walleyes for Tomorrow – Bay of Green Bay Chapter wishes to enter upon City-owned property located at 1500 Fort Howard Avenue (Perkofski Boat Launch) for the purpose of transporting washed cobblestone to a staging area below the ramps and for providing access to the designated area near the shoreline owned by Brown County for the construction of three new walleye reefs; and

WHEREAS, the City of De Pere wishes to allow Walleyes for Tomorrow access to such property for the purposes described above, subject to the terms and conditions of the attached Hold Harmless and Property Access Agreement; and

WHEREAS, this matter has been reviewed by the Board of Park Commissioners which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

That the City Manager and the City Clerk are authorized and directed to execute the attached Hold Harmless and Property Access Agreement as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED:

That all City officials, officers, and employees are 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 1st day of September, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 07/16/2026

CITY OF DE PERE
HOLD HARMLESS AND PROPERTY ACCESS AGREEMENT

THIS AGREEMENT is made in the City of De Pere, Brown County, Wisconsin, this ____ day of _____, 2026, by and between the City of De Pere (“City”), a Wisconsin municipal corporation, and Walleyes for Tomorrow – Bay of Green Bay Chapter, a subsidiary chapter of Walleyes for Tomorrow, Inc. a Wisconsin non-stock corporation (“Walleyes”), collectively referred to as the “Parties”.

WHEREAS, the City is the owner of the property located 1500 Fort Howard Avenue, De Pere, Wisconsin, commonly known as Perkofski Boat Launch (“the Property”). The Property consists of a municipally owned boat launch and other park property/amenities; and

WHEREAS, Walleyes is a project-oriented organization with the goal of increasing the walleye population where habitat projects are undertaken promoting a more robust walleye population and has been working with the Wisconsin Department of Natural Resources (WDNR) biologists on walleye restoration projects and requests the use of Perkofski Boat Launch to construct three new walleye reefs close to the shoreline area owned by Brown County, 150 yards north of the boat launch, in a location designated by the WDNR for the project; and

WHEREAS, Walleyes desires access to the Property to transport washed cobblestone to a staging area below the ramps for transfer over the ice to the construction area designated by the WDNR (“Work”) which includes placing equipment necessary for the Work on and around the Property.

NOW THEREFORE, in consideration of the covenants and promises hereinafter set forth and other good and valuable consideration acknowledged by the parties herein, it is agreed as follows:

1. City grants Walleyes access permission to perform Work on and within the Property; however, no operations or presence in the park shall be allowed before 6:00 a.m. or after 11:00 p.m. and no overnight parking of any equipment or vehicles shall be allowed.

2. The term for the access granted pursuant to this Agreement shall be for the specific dates requested, January 30, 2027, or February 6, 2027. If the ice conditions are not suitable on either of these dates, the Parties agree to coordinate another mutually convenient date with more favorable ice conditions for the Work to occur. Walleyes must provide advance notice of seven days to City's Park, Recreation & Forestry Director prior to starting any work.
3. City grants Walleyes permission to place on and within the Property equipment necessary to perform the Work, which includes but is not limited to trucks, skid steers and other necessary hand tools or equipment for transport of approximately 450 tons of washed cobblestone (three to eight inches in diameter).
4. Walleyes is solely responsible for placement, removal, repair or maintenance of said equipment. In addition, Walleyes is responsible for any damage to the launch area, the access roadways used to enter or exit the park, or any other general park area.
5. Walleyes hereby agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Walleyes or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Walleyes shall reimburse the City of De Pere, its elected and appointed officials, officers, employees, agents or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or

in enforcing the indemnity herein provided. In the event that Walleyes employs other persons, firms, corporations or entities (subcontractors) as part of the work covered by this Agreement, it shall be Walleyes' responsibility to require and confirm that each subcontractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

6. Walleyes shall present to the City a Certificate of Insurance with coverage and minimum policy limits as set forth herein. It is hereby agreed and understood that the insurance required of Walleyes by the City is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until all of the work contemplated under the Agreement is completed.

1. GENERAL LIABILITY COVERAGE

- A. Commercial General Liability

- (a) \$1,000,000 each occurrence limit
 - (b) \$1,000,000 personal injury and advertising injury
 - (c) \$1,000,000 general aggregate
 - (d) \$1,000,000 products – completed operations aggregate

- B. Claims-made form of coverage is not acceptable.

- C. Insurance must include:

- (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury

- (d) Explosion, collapse and underground coverage
- (e) Products/Completed Operations
- (f) Independent Contractors

2. BUSINESS AUTOMOBILE COVERAGE

A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident

B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

3. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

A. Must carry coverage for Statutory Workers Compensation and Employer's Liability minimum limit of:

\$100,000 Each Accident

\$500,000 Disease Policy Limit

\$100,000 Disease - Each Employee

4. ADDITIONAL PROVISIONS

* Additional Insured – On all Liability Policies, City, and its officers, council members, agents, employees, and authorized volunteers shall be "Additional Insureds."

* Endorsement - The Additional Insured and Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.

* Waiver of Subrogation – Waivers of subrogation in favor of the City must be endorsed onto Worker's Compensation, Commercial General Liability and Automobile Liability Coverages. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work or activities performed by the named insured as contemplated the terms of this Agreement.

* Certificates of Insurance - A copy of the Certificate of Insurance must be on file with the City

* Acceptability of Insurers - No insurance required hereunder shall be carried with

an insurer not authorized to do business in Wisconsin. The City reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.

* Written Notice of Cancellation or Non-Renewal shall be sent to the City no less than thirty (30) days prior to such cancellation or non-renewal.

7. City may terminate this Agreement for any reason upon written notice to Walleyes.
8. This Agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions.
9. This Agreement constitutes the Parties' complete agreement and may only be modified, amended, or added to after the date of this Agreement by a written instrument executed by both Parties, other than for the selection of an alternate date. The Parties agree that the provisions of this agreement shall apply without formal modification to an alternate date selected for the best ice conditions.
10. If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
11. Nothing in this Agreement is intended nor may be construed to create between City and Walleyes either an employer/employee, joint venture, landlord/tenant, or any other similar relationship. No agent, employee or representative of either Party shall be deemed to be an agent, employee or representative of the other Party.
12. This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.
13. The Parties have given due authority to the individuals who have signed this Agreement to execute this Agreement on behalf of Walleyes and the City respectively, and, when signed, this Agreement shall constitute the binding obligation each of the parties hereto.

THE CITY OF DE PERE:

DATED: _____

Kimberly T. Flom, City Manager

Carey E. Danen, City Clerk

WALLEYES FOR TOMORROW – BAY OF GREEN BAY CHAPTER:

DATED: _____

Tom Kraft, Chairman

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: July 16, 2026

RE: Consideration and possible action to approve a request from Walleyes for Tomorrow to utilize the Perkofski boat launch during the winter for their shoreline improvement project for walleye habitat.*

Summary: We have received a request from the local chapter of the Walleyes for Tomorrow to utilize our Perkofski boat ramp during the winter for their shoreline improvement project for walleyes. The project is expected to be one day and will encompass larger truck traffic going through our park, using the boat ramp, and dropping rock on the ice. Once rock is on the ice, a utility vehicle will transport the rock to the designated improvement location just to the north.

Staff Recommendation: We see no reason to deny the request from Walleyes for Tomorrow, and we would recommend supporting the request. To protect our facility, we would suggest drafting a Memo of Understanding that would protect the City from the park being damaged and other liabilities. Ultimately, we would recommend getting a MOU drafted by our legal office and then forward to council.

Walleyes For Tomorrow-Bay Of Green Bay Chapter
Tom Kraft-Chairman

6/24/2026

Hello De Pere Park & Recreation Board,

Walleyes for Tomorrow is asking for permission from the City of De Pere to allow access to the Fox River using Perkofski Boat Launch ramp. We have been working with the WDNR biologists on walleye habitat restoration projects. They have identified an area approximately 150 yards north of the boat ramp. Our one day project will happen January 30th or February 6th 2027 depending on ice thickness. We will start the project at 7:00 AM and have the project completed by 4:00 PM. The project has been approved by the DNR and we would like to complete the permit process as soon as possible. Three new walleye reefs will be added close to the shoreline in the area that Brown County owns. The reefs will be made up of 450 tons of round, washed cobblestone 3 to 8 inches. The trucks will be dumping the rock in a staging area below the ramps and onto the ice and moved by skidsteers to the desired location.

Thank you for your consideration,
Tom Kraft
920-680-3286

Kraft, Thomas

To: Tom Kraft
Subject: RE: Project Proposal

WALLEYES FOR TOMORROW - BAY OF GREEN BAY CHAPTER

CAPITAL PROJECTS PROPOSAL

SUBMITTING PERSON/CHAPTER: TOM KRAFT/BAY OF GREEN BAY CHAPTER

DATE SUBMITTED: JUNE 8, 2026

ESTIMATED COST: \$25,500. (ROCK, PERMIT AND SIGN), SKID STEERS AND LABOR-DONATED BY CHAPTER MEMBERS

PROPOSED START DATE: JANUARY 30, 2027. ALTERNATE DATE-FEB 6, 2027

PROJECT NAME: PRESTON'S POINT

PROJECT DESCRIPTION: RESTORE CURRENT WALLEYE SPAWNING CORE AREA IDENTIFIED BY DNR BIOLOGIST TO CREATE AND ENHANCE

3 REEFS WITH IDEAL SPACING BETWEEN THEM ON THE WEST SHORE IN THE FOX RIVER – DE PERE, WI.

THE SUBSTRATE IS A HARD SAND BOTTOM AND STONE. THE 3 REEFS WILL HAVE FAVORABLE WATER ENERGY PATTERNS NECESSARY TO PREVENT FUTURE SILT BUILDUP. 450 TONS OF WASHED ROUND COBBLESTONE VARYING IN SIZE FROM 3" TO 8" WILL BE SPREAD ON THE ICE AT 6" TO 12" THICK DEPENDING ON WATER DEPTH. THE WATER DEPTH RANGES FROM 1 1/2 FEET TO 4 FEET IN THE CORE LOCATION. PRESTON'S POINT IS A PRIME

LOCATION FOR RECRUITMENT COMPARED TO OTHER SITES CONSIDERED BY THE WDNR BIOLOGIST.

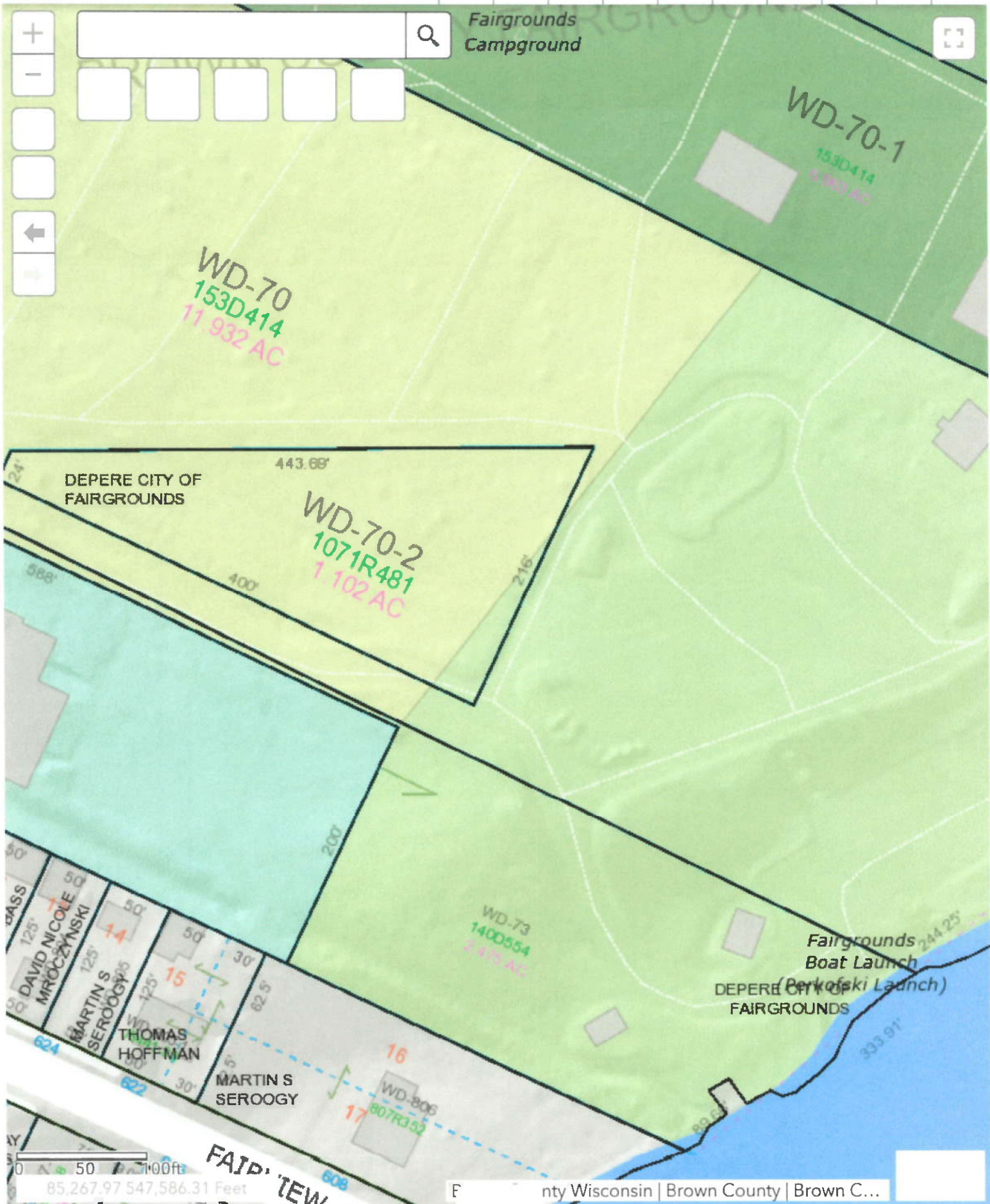
PROJECT PURPOSE: GREEN BAY IS ONE OF THE WORLD'S LARGEST FRESHWATER ESTUARIES. THE LOWER GREEN BAY AND FOX RIVER IS ONE OF 5 AREAS OF CONCERNS ORIGINALLY DESIGNATED IN WISCONSIN IN 1987. URBANIZATION AND INDUSTRIALIZATION ALONG THE FOX RIVER AND BAY LED TO THE AOC DESIGNATION. PRESENT AND FUTURE HABITAT RESTORATION PROJECTS WILL HELP PROMOTE REPRODUCTION AND ENSURE SUSTAINABILITY FOR WALLEYE POPULATIONS. THE CORE AREA WILL IMPROVE RECRUITMENT IN FOX RIVER AND BAY OF GREEN BAY.

PROJECT LOCATION: FOX RIVER. WEST DE PERE, WI. 150 YARDS NORTH OF BROWN COUNTY FAIRGROUNDS - PERKOFSKI BOAT LAUNCH

CONTACT PERSON: TOM KRAFT - WFT BAY OF GREEN BAY CHAIRMAN
3925 N SECRET GARDEN CT
DE PERE, WI 54115
920-680-3286
krafty1714@gmail.com

DATE APPROVED FOR FUNDING: PENDING

PROJECT CONTACT & WORKSHEETS SUBMITTED: YES



Web Search - Brown County, Wisconsin



Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2026	Real Estate	WD-73	216 - CITY OF DE PERE	0 FORT HOWARD AVE	DEPERE CITY OF FAIRGROUNDS CITY OF DEPERE 335 S BROADWAY DE PERE WI 54115-2593

Tax Year Legend: = owes prior year taxes = not assessed = not taxed Delinquent Current

Property Summary

Parcel #:	WD-73
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	
Historical Date:	
Acres:	2.475
Area (sq ft):	107811.000

Property Addresses

Primary ▲	Address
☒	0 FORT HOWARD AVE

Owners

Name	Status	Ownership Type	Interest
DEPERE CITY OF FAIRGROUNDS	CURRENT OWNER		

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Workflow History and Messages

No Flag/Messages were found

Abbreviated Legal Description

(See recorded documents for a complete legal description)
2.475 AC M/L ASSESSOR'S PLAT OF W. DEPERE THAT PRT OF LOT 100 LYG N OF SHORE ACRES PLAT & E OF HY & EX 1023 R 622

Public Land Survey - Property Descriptions

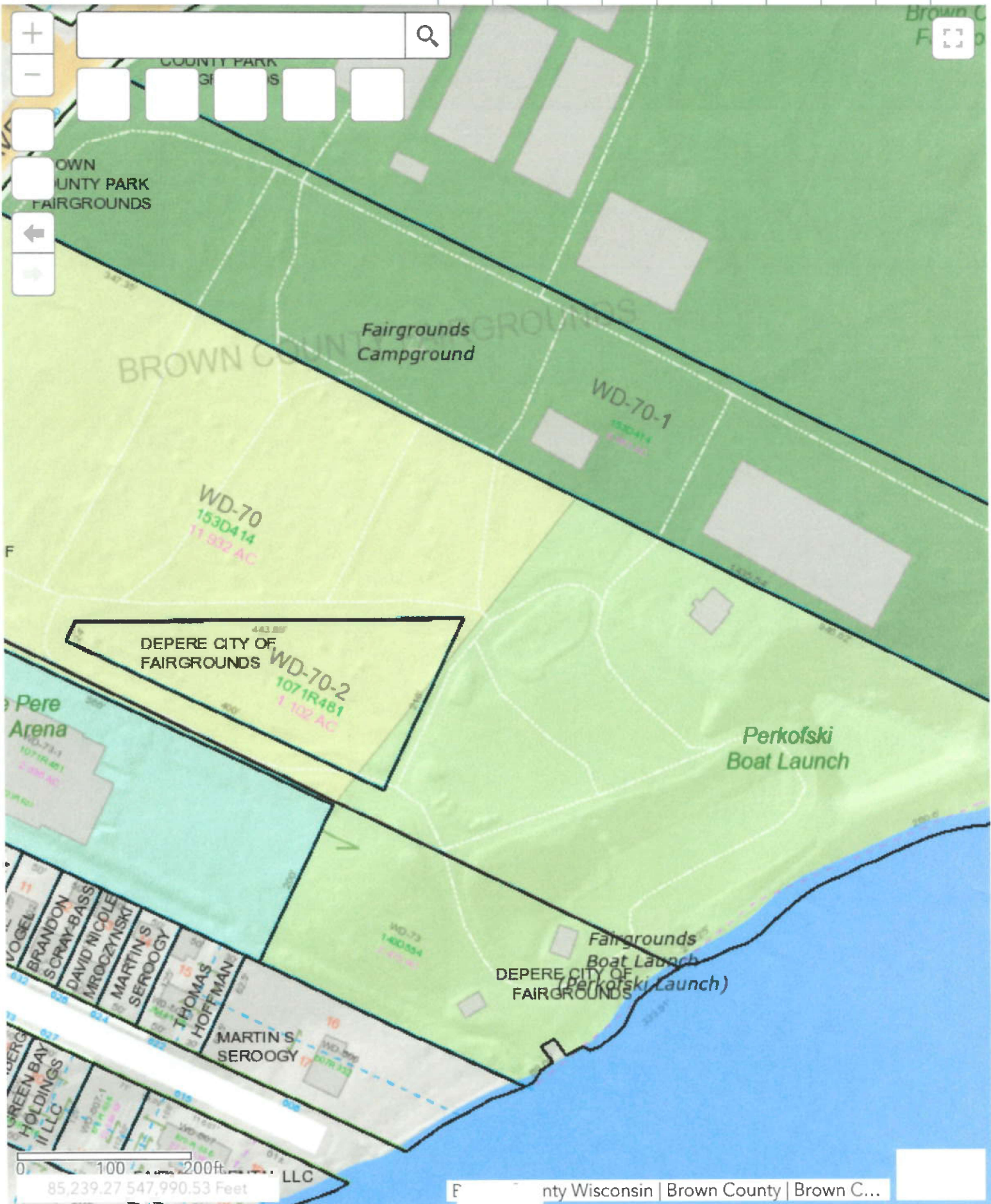
No Property Descriptions were found

District

Code ▲	Description	Category
	LOCAL	OTHER DISTRICT
6328	WEST DEPERE SCH	REGULAR SCHOOL
	BROWN COUNTY	OTHER DISTRICT
5040	G.B. METRO SEWER	SANITARY
1300	NORTHEAST WI VTAE	TECHNICAL COLLEGE

Associated Properties

No Associated properties were found



Web Search - Brown County, Wisconsin



Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2026	Real Estate	WD-70-1	216 - CITY OF DE PERE	1500 FORT HOWARD AVE	BROWN COUNTY PARK FAIRGROUNDS BROWN COUNTY ATTN PARKS PO BOX 23600 GREEN BAY WI 54305-3600

Tax Year Legend: = owes prior year taxes = not assessed = not taxed Delinquent Current

Property Summary

Parcel #:	WD-70-1
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	
Historical Date:	
Acres:	6.963
Area (sq ft):	303308.000

Property Addresses

Primary ▲	Address
✓	1500 FORT HOWARD AVE

Owners

Name	Status	Ownership Type
BROWN COUNTY PARK FAIRGROUNDS	CURRENT OWNER	

Parent Parcels

No Parent Parcels were found

Workflow History and Messages

No Flag/Messages were found

Child Parcels

No Child Parcels were found

Abbreviated Legal Description

(See recorded documents for a complete legal description)
6.963 AC M/L NLY 200 FT OF LOT 4 OF FRANK'S SUBD OF PC 26 WSFR LYG ELY OF OLD HWY 41

Public Land Survey - Property Descriptions

No Property Descriptions were found

District

Code ▲	Description	Category
	LOCAL	OTHER DISTRICT
6328	WEST DEPERE SCH	REGULAR SCHOOL
	BROWN COUNTY	OTHER DISTRICT
5040	G.B. METRO SEWER	SANITARY
1300	NORTHEAST WI VTAE	TECHNICAL COLLEGE

Associated Properties

No Associated properties were found

Locations of three reefs

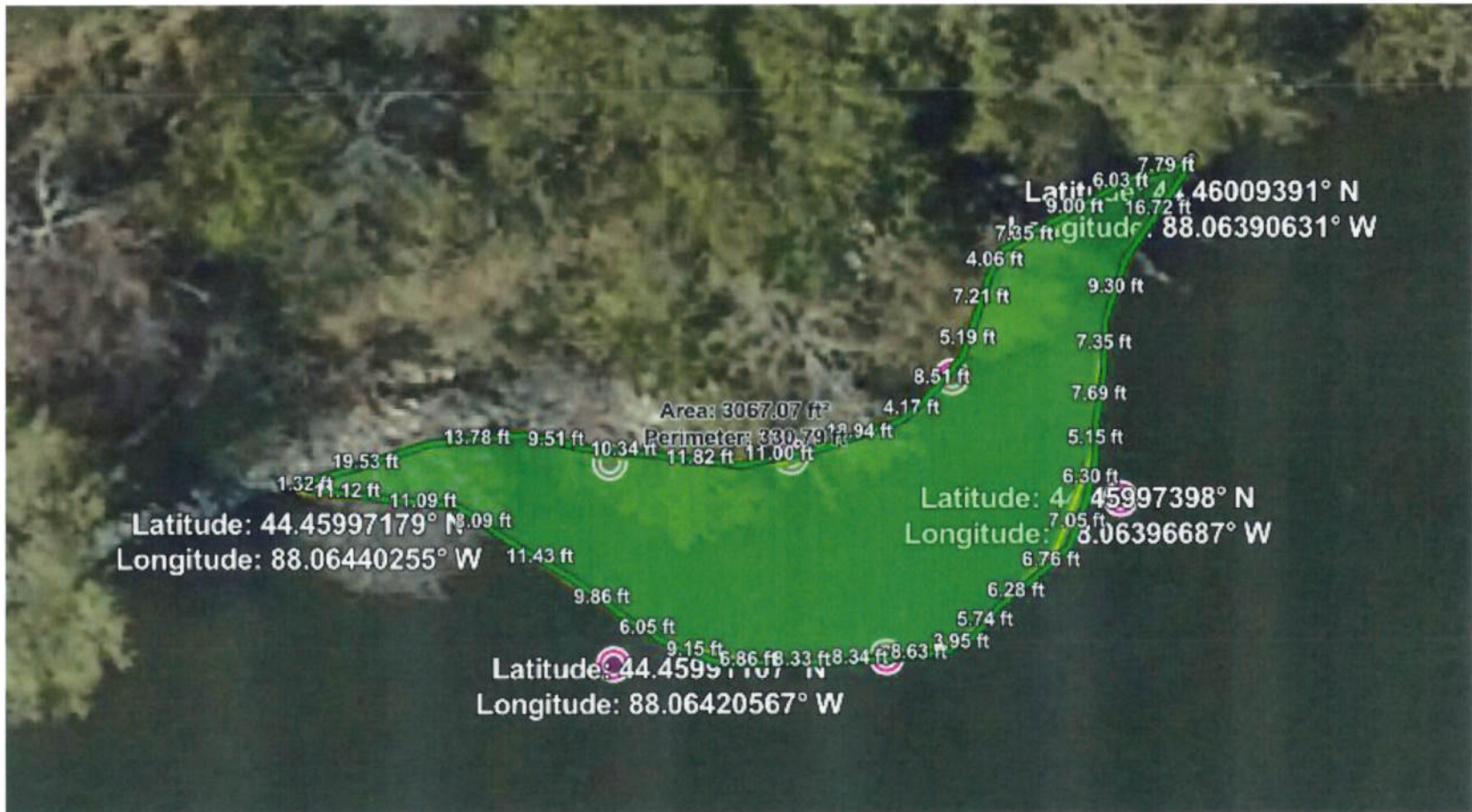


This figure shows the location of the three proposed walleye spawning reefs along property owned by Brown County.

North Point/Reef



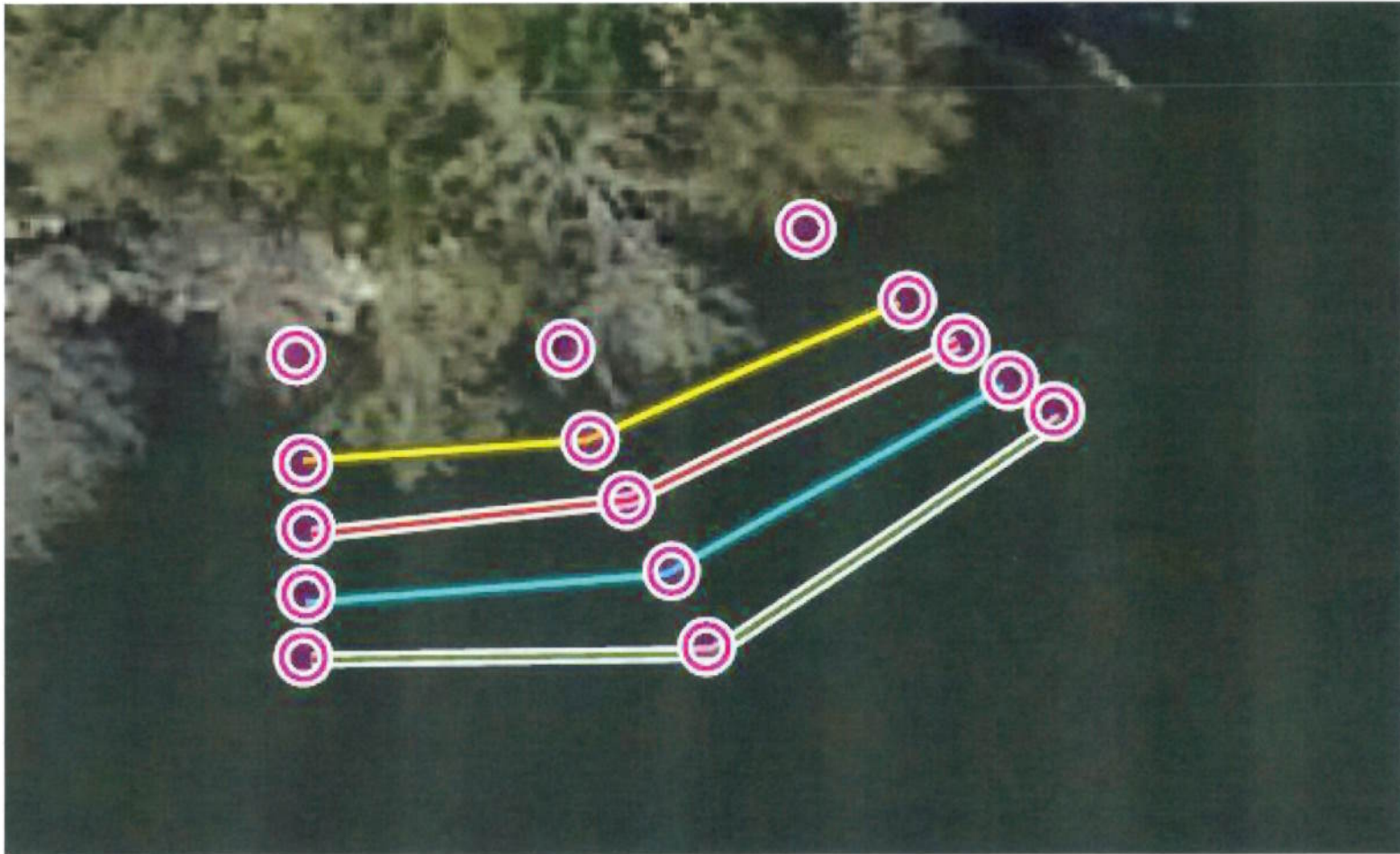
This figure shows the points on shore and at the 4 foot contour that were measured in the field per the transects for the north reef. The yellow line is the outline of the north reef. The 4 GPS coordinates are the two corner GPS coordinates on shore and two GPS coordinates midway between the corners and tip of the reef. The tip of the reef will be the 4 foot contour of the center transect for the north reef.



This figure shows the area and perimeter of the north reef.



This figure shows the widths of the north reef in 5 locations.



This figure shows the 2.5 ft – 4 ft contours at 6 inch increments along the three transects that were measured on the north point and used to design the north reef.

Center Point/Reef



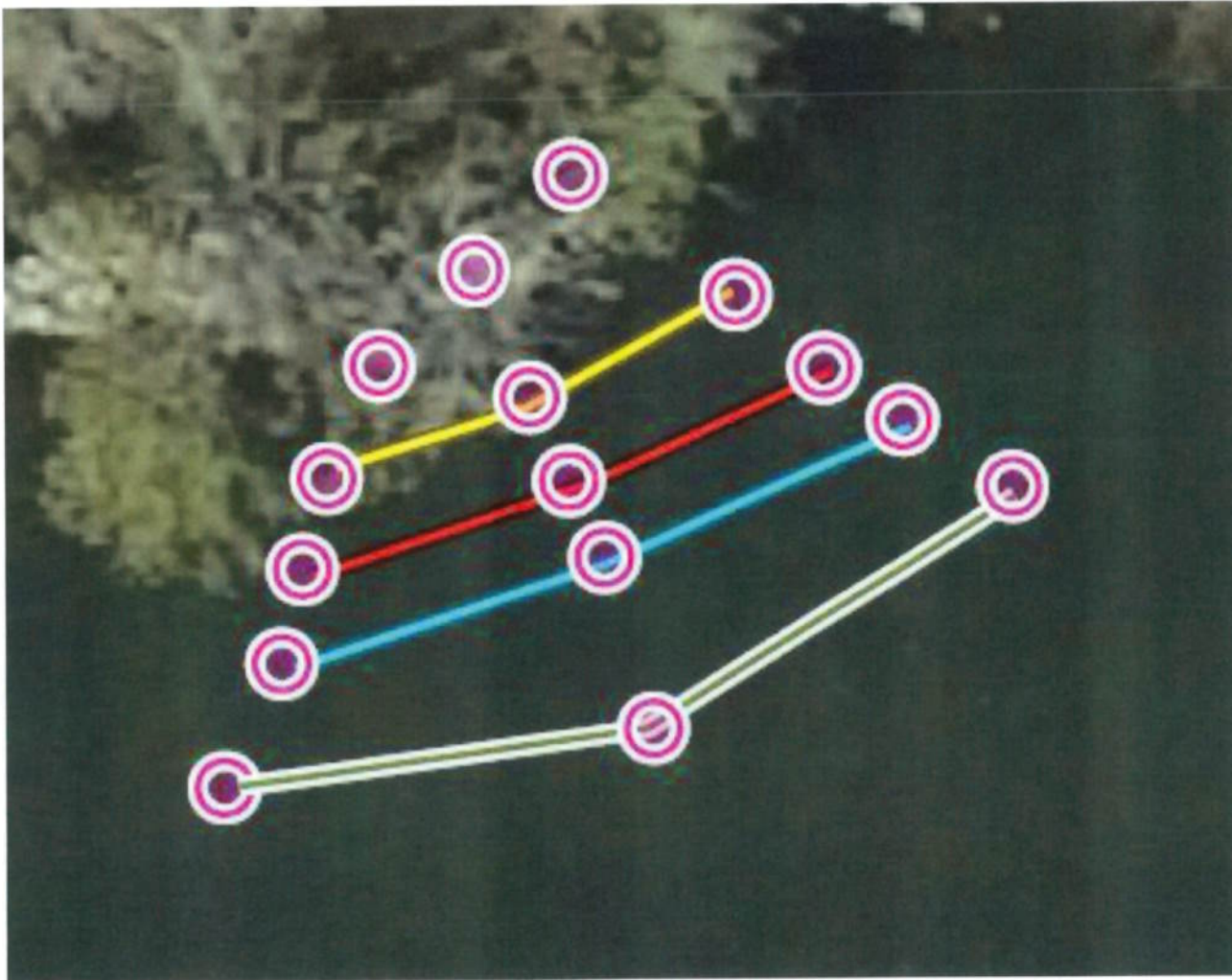
This figure shows the points on shore and at the 4 foot contour that were measured in the field per the transects for the center reef. The yellow line is the outline of the center reef. The 4 GPS coordinates are the two corner GPS coordinates on shore and two GPS coordinates midway between the corners and tip of the reef. The tip of the reef will be the 4 foot contour of the center transect for the center reef.



This figure shows the area and perimeter of the center reef.

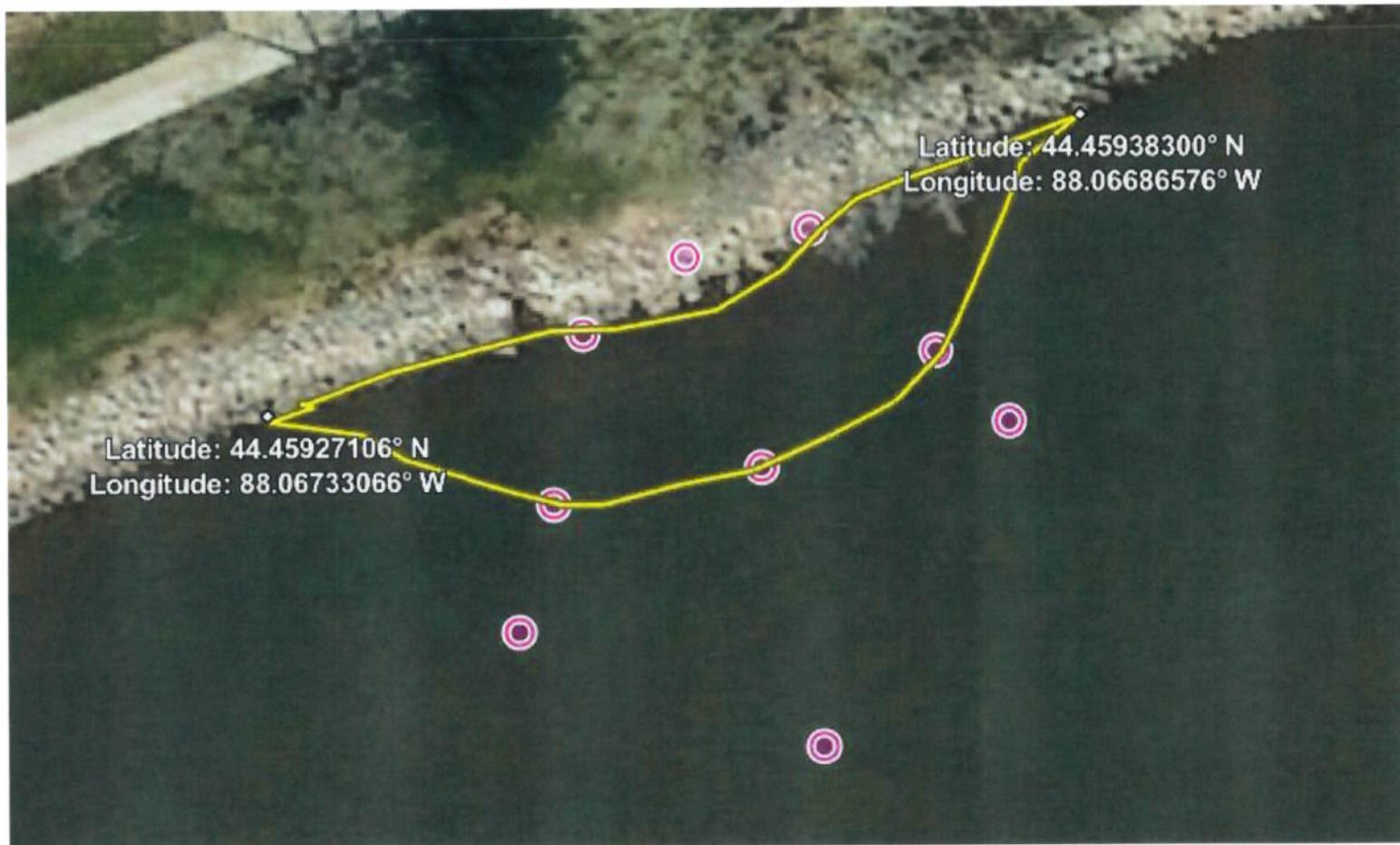


This figure shows the widths of the center reef in 5 locations.

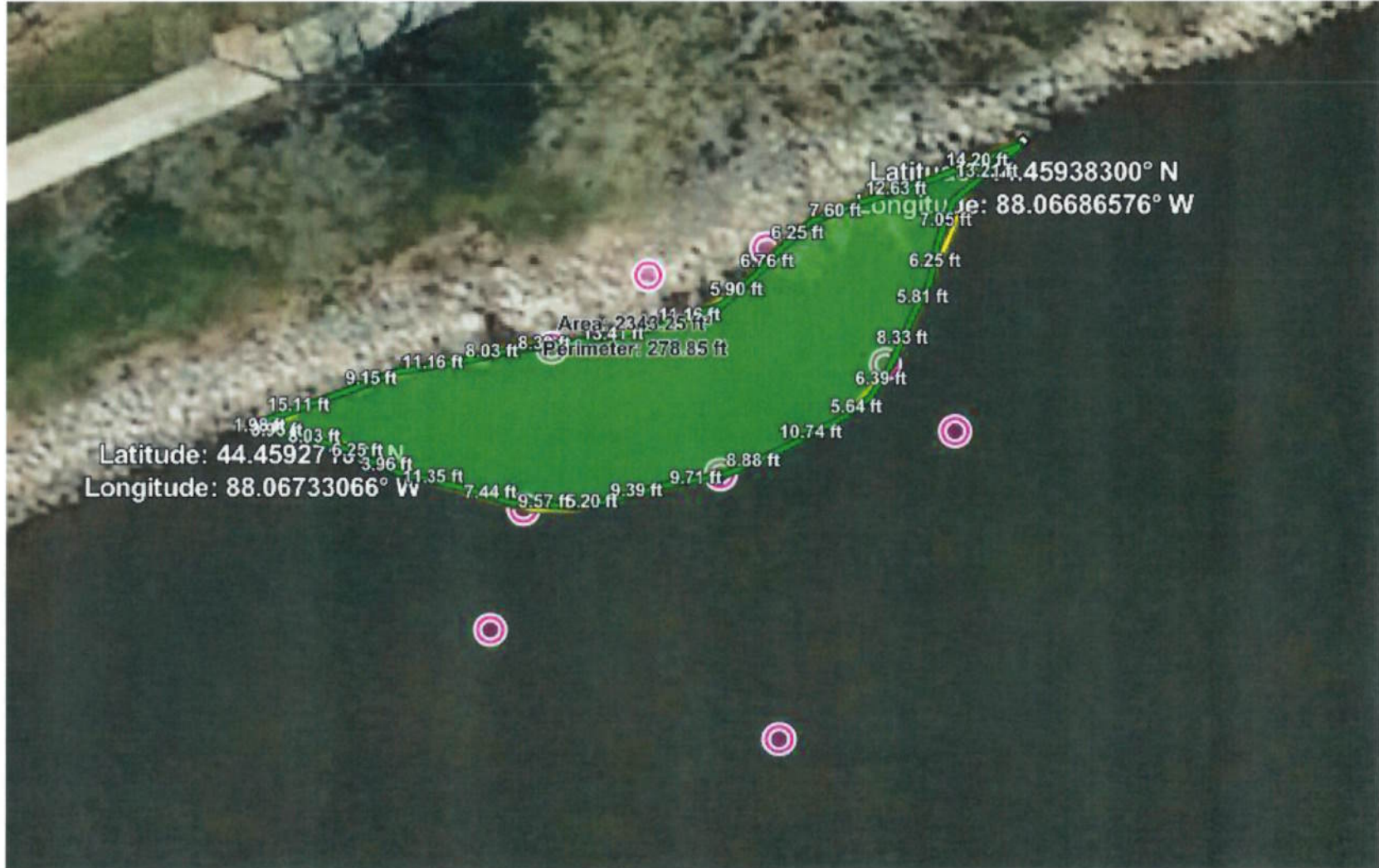


This figure shows the 2.5 ft – 4 ft contours at 6 inch increments along the three transects that were measured on the center point and used to design the center reef.

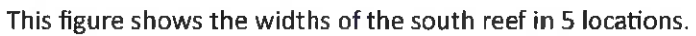
South Point/Reef



This figure shows the points on shore and at the 3.5 foot contour that were measured in the field per the transects for the south reef. It also shows the points for the 3 foot contour that will be used as the outside edge of the reef to keep it within 30 feet of shore. The yellow line is the outline of the south reef. The 2 GPS coordinates are the two corner GPS coordinates on shore. The outside edge of the reef will follow the 3 foot contour of the three transects on the south point that were measured in the field.



This figure shows the area and perimeter of the south reef.





This figure shows the 2.5 ft – 3.5 ft contours at 6 inch increments along the three transects that were measured on the south point and used to design the south reef.



City of De Pere, Wisconsin

9.B

Request for Common Council Action

Meeting Date: September 1, 2026
Department: Parks, Recreation & Forestry
From: Marty Kosobucki, Parks, Recreation and Forestry Director
Subject: Resolution #26-85 Authorizing amendment to boat launch fees.
Recommendation: Motion to approve.

The Board of Park Commissioners at the August 20th, 2026 meeting approved proposed increase to Brown Count boat launch fees. The motion passed with a 6-0. The boat launch fees were last increased by Resolution #20-101 (September 2020, effective 1/1/2021).

Attachments:

Reso26-85, Memo.Boat Launch Fee Increase, Joint Municipal Letter Proposing Fee Increase_7.2026

RESOLUTION #26-85

AUTHORIZING AMENDMENT TO BOAT LAUNCH FEES

WHEREAS, the City of Green Bay, the City of De Pere, the Village of Wrightstown and Brown County agreed upon a uniform fee system for boat launching at public ramps within their borders, eliminating the need for multiple launch passes; and

WHEREAS, Brown County has approved an increase to the uniform boat launch fees, effective January 1, 2027, to raise a seasonal pass to \$65, with a discounted rate of \$55 for seniors 62 and older; a daily pass to \$7 and a commercial pass to \$80; and

WHEREAS, §30-4(h)(3) De Pere Municipal Code requires that permit fees be established by resolution; and

WHEREAS, this matter has been reviewed by the Board of Park Commissioners which recommends approval thereof.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The following permit fees are applicable to boat ramp user permits issued in the City of De Pere as of January 1, 2027:

	<u>Current</u>	<u>New</u>
Annual Permit	\$60	\$65
Annual Permit (Seniors 62 and older)	\$50	\$55
Commercial Permit	\$75	\$80
Daily Permit	\$6	\$7
Additional Vehicle	\$5 for each additional vehicle	\$10

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 1st day of September, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 08/20/2026

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: August 20, 2026

RE: Consideration and possible action to approve proposed increase to Brown County boat launch fees. *

Summary: The municipalities working in cooperation to provide the Brown County Boat Launch pass program is asking for a small increase in passes. The last time fees were adjusted was back in 2015. We feel adjusting the fees is a necessity to keep up with repairs and maintenance of our launches.

The program includes 9 different launches across Brown County. The revenues from day pass purchases go directly to the municipality, where the annual boat launch passes are divided based on an agreed upon percentage.

Staff would recommend the approval of the fee increase.



DATE: July 24, 2026

TO: Brown County Board of Supervisors
City of Green Bay Common Council
City of De Pere Common Council
Village of Wrightstown Board

RE: Uniform Boat Launch Fee Increase Proposal for All Launches in Brown County in 2027

On July 23, 2026 a meeting was held between Travis Coenen, Wrightstown administrator; Marty Kosobucki, De Pere Parks, Recreation & Forestry director; Dan Ditscheit, Green Bay Parks, Recreation & Forestry director; and Matt Kriese, Brown County parks director, in regard to the uniform boat launch fee program. In 1989 the municipalities agreed to implement an annual/seasonal pass program where the launch users could purchase one pass and launch at multiple boat landing sites across the county, with Wrightstown added into this program around 2015 based on a jurisdictional transfer of the Wrightstown Boat Landing. This program has served users very well and is efficient for users knowing they may use the annual pass at all launches based on wave height and safety, wind direction or specific recreational activity.

Brown County maintains a segregated account, where the County acts as the program administrator, and makes a lump sum payment to all municipalities at the end of each fiscal year. The program includes nine (9) boat launch sites across the county, and funding is divided annually based on an agreed percentage of use.

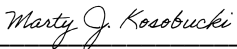
In 2021 the annual fee was approved at \$60 and \$50 for seniors, with a commercial pass costing \$75. Based on comparable rates from other municipalities it is the recommendation of the undersigned directors to increase the annual/seasonal county-wide boat launch fee to the following rates commencing in 2027:

\$65 seasonal pass \$55 senior pass \$7 daily pass \$10 second pass
\$80 commercial pass (i.e. contractors, boat dealers, fishing/hunting guides)

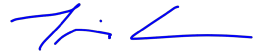
Increasing the fee will allow municipalities to use this funding specifically for the rising cost of boat landing operations and maintenance where infrastructure needs are great.

Sincerely,


County Parks Director


De Pere Parks Director


Green Bay Parks Director


Wrightstown Administrator



City of De Pere, Wisconsin

9.C

Request for Common Council Action

Meeting Date:	September 1, 2026
Department:	Development Services
From:	Quasan Shaw, Community & Economic Development Specialist
Subject:	Resolution #26-86 Approving home improvement loan and authorizing disbursement to Cinthia Kay Dziaduch (1305 Lost Dauphin Road).
Recommendation:	Motion to approve.

On August 24, 2026, the Redevelopment Authority approved item 4-0.

Attachments:

Reso26-86, (DR-2602) Dziaduch Review Memo 08242026, Dziaduch Housing Loan Amortization

RESOLUTION #26-86

APPROVING HOME IMPROVEMENT LOAN AND
AUTHORIZING DISBURSEMENT TO CINTHIA KAY DZIADUCH
(1305 Lost Dauphin Road - Parcel WD-260-1)

WHEREAS, in December of 2024, the Common Council approved the Home Improvement Loan program (amending the former “Deeper Roots” Housing and Affordable Housing Stock Improvement Loan program), to provide loans not to exceed \$50,000.00 for eligible applicants seeking to add or remodel living space, making upgrades to home systems (including electrical, plumbing, mechanical) or functionally outdated features to enhance efficiency and bring the home quality to modern standards and code compliance; and

WHEREAS, Cinthia Kay Dziaduch, the owner of Parcel WD-260-1, has applied for a loan for stucco removal and vinyl siding installation to the exterior of her home located at 1305 Lost Dauphin Road, as well as painting the existing basement foundation; and

WHEREAS, said application provides cost estimates for contemplated improvements, with eligible expenses in the amount of \$32,700.00; and

WHEREAS, this improvement project has been reviewed by the Redevelopment Authority which recommends approval of a Home Improvement Loan in the total amount not to exceed \$32,700.00, subject to the provisions set forth below.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves the contemplated remodel project/home improvements submitted by the applicant, as approved by the Redevelopment Authority, and thanks Cinthia Kay Dziaduch for investing in her property.

BE IT FURTHER RESOLVED THAT:

The Director of Development Services (or designee) is authorized to approve disbursement of the loan in an amount not to exceed \$32,700.00 to Cinthia K. Dziaduch, provided the following conditions are met:

1. Final income verification from two most recent paystubs for applicant or 2025 tax filing summary page (with irrelevant personal information redacted).
2. Verification by primary lender that applicant is in good standing.
3. Execution of City's loan, mortgage, and any other necessary documents prepared by City Attorney.
4. Adherence to the terms and conditions of the Home Improvement Loan Program guidelines.

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 1st day of September, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

RDA Approval: 08/24/2026

CITY OF DE PERE MEMO



To: Redevelopment Authority
From: Quasan Shaw, Economic Development Planner
Date: August 24, 2026

RE: Consideration and Possible Action on the De Pere Home Improvement Loan for Cinthia Dziaduch, property owner at 1305 Lost Dauphin, De Pere WI 54115.*

Background:

The City received the Home Improvement Loan application on July 14, 2026, from Cinthia Dziaduch, property owner at 1305 Lost Dauphin. The applicant is proposing to remove existing stucco from the home and replace it with new vinyl siding and paint the existing basement foundation.



Proposed Scope of Work

- 1) Remove existing stucco from home.
- 2) Add a new vinyl siding to home.
- 3) Paint basement foundation.

Applicants: Cinthia Dziaduch

Location of Home: 1304 Lost Dauphin

Number of Bedrooms: 3

Age of Structure: Unknown

Owner Occupied: Yes

Household Size: 1

Own Home/Purchasing: Owned – 6 Years

Received multiple Quotes: Yes
Based on the preliminary review of income the applicant qualifies.
Based on the preliminary review the home qualifies for the program.

Uses of Funds Cost Summary: The total cost for structural and interior improvements is \$32,700.

NOTE: The funds may only be used for improvements made on the primary housing structure and any additions and not any accessory structures on a particular lot unless adding an accessory dwelling unit or backyard cottage to a structure. Work on garages where the primary use is parking cars used by the resident household is an eligible use of loan funds; however, higher priority will be given to attached garages or garages where the primary use is parking cars – other accessory garages do not qualify.

Funds may also be used to make upgrades to home systems including electrical, plumbing, mechanical, or other systems or functionally outdated systems, to bring them into compliance with current standards and codes, or to modernize them to current quality, efficiency, and performance levels. Replacement or maintenance of home components that are expected to be replaced periodically such as water heaters and fixtures will not be funded. Repayment of any loan application fees incurred as part of this program is an eligible use of loan funds received. All systems (listed above) impacted by improvements shall be brought into full code compliance prior to receiving an occupancy permit. In addition to home system upgrades, loan funds may also be used for sump pump connection, window replacement and insulation improvements, or other measures that will increase the heating and cooling efficiency and overall performance of the home.

Cost Detail:

1305 Lost Dauphin Home Loan Project Estimate (Applicant Submission)				
Vendor	Detail	Budget	Eligible	Notes
Exterior				
Siding	See estimates	\$26,500	Yes	
Stucco removal	See estimates	\$4,000	Yes	
	See estimates	\$2,200	Yes	
Interior				
	See estimates		Yes	

Current Property Value: \$169,000 (Eligible)

Existing Loan and Debt: Reported and projected loans to value is 87%

Current Property Funding:	The applicant is eligible and is requesting a \$32,700 loan based on their proposed scope of work. The applicant has a mortgage with Rocket Mortgage.
----------------------------------	---

Recommendation: Staff recommends approval of the loan request for 1305 Lost Dauphin (WD-260-1), in an amount not to exceed \$32,700, to be funded by the Affordable Housing Fund, and that the recommendation be forwarded to Council, subject to the following conditions:

- Final income verifications submitted to the City of De Pere – 2 most recent paystubs for owner or if possible 2025 Tax Filing summary page (personal identification information redacted).
- Verification with the Primary Lender that they are in good standing.
- City Attorney final review and preparation of loan agreements.

De Pere Home Improvement Loan
Loan Amortization Schedule



ENTER VALUES

LOAN SUMMARY

Loan amount	\$32,700.00	Scheduled payment	\$227.08
Interest rate	3.08%	Scheduled number of payments	180
Loan term in years	15	Actual number of payments	180
Payments made per year	12	Years saved off original loan term	0.00
Loan repayment start date	2/1/2026	Total early payments	\$0.00
		Total interest	\$8,174.49
Optional extra payments	\$0.00	LENDER NAME	City of De Pere

Current 10 Year Treasury Note
8/4/2026
4.58%

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	2/1/2026	\$32,700.00	\$227.08	\$227.08	\$143.15	\$83.93	\$32,556.85	\$83.93
2	3/1/2026	\$32,556.85	\$227.08	\$227.08	\$143.52	\$83.56	\$32,413.33	\$167.49
3	4/1/2026	\$32,413.33	\$227.08	\$227.08	\$143.89	\$83.19	\$32,269.45	\$250.69
4	5/1/2026	\$32,269.45	\$227.08	\$227.08	\$144.26	\$82.82	\$32,125.19	\$333.51
5	6/1/2026	\$32,125.19	\$227.08	\$227.08	\$144.63	\$82.45	\$31,980.56	\$415.97
6	7/1/2026	\$31,980.56	\$227.08	\$227.08	\$145.00	\$82.08	\$31,835.57	\$498.05
7	8/1/2026	\$31,835.57	\$227.08	\$227.08	\$145.37	\$81.71	\$31,690.20	\$579.76
8	9/1/2026	\$31,690.20	\$227.08	\$227.08	\$145.74	\$81.34	\$31,544.46	\$661.10
9	10/1/2026	\$31,544.46	\$227.08	\$227.08	\$146.12	\$80.96	\$31,398.34	\$742.06
10	11/1/2026	\$31,398.34	\$227.08	\$227.08	\$146.49	\$80.59	\$31,251.85	\$822.65
11	12/1/2026	\$31,251.85	\$227.08	\$227.08	\$146.87	\$80.21	\$31,104.98	\$902.87
12	1/1/2027	\$31,104.98	\$227.08	\$227.08	\$147.24	\$79.84	\$30,957.74	\$982.70
13	2/1/2027	\$30,957.74	\$227.08	\$227.08	\$147.62	\$79.46	\$30,810.11	\$1,062.16
14	3/1/2027	\$30,810.11	\$227.08	\$227.08	\$148.00	\$79.08	\$30,662.11	\$1,141.24
15	4/1/2027	\$30,662.11	\$227.08	\$227.08	\$148.38	\$78.70	\$30,513.73	\$1,219.94
16	5/1/2027	\$30,513.73	\$227.08	\$227.08	\$148.76	\$78.32	\$30,364.97	\$1,298.26
17	6/1/2027	\$30,364.97	\$227.08	\$227.08	\$149.14	\$77.94	\$30,215.83	\$1,376.19
18	7/1/2027	\$30,215.83	\$227.08	\$227.08	\$149.53	\$77.55	\$30,066.30	\$1,453.75
19	8/1/2027	\$30,066.30	\$227.08	\$227.08	\$149.91	\$77.17	\$29,916.39	\$1,530.92
20	9/1/2027	\$29,916.39	\$227.08	\$227.08	\$150.30	\$76.79	\$29,766.09	\$1,607.70
21	10/1/2027	\$29,766.09	\$227.08	\$227.08	\$150.68	\$76.40	\$29,615.41	\$1,684.10
22	11/1/2027	\$29,615.41	\$227.08	\$227.08	\$151.07	\$76.01	\$29,464.35	\$1,760.12
23	12/1/2027	\$29,464.35	\$227.08	\$227.08	\$151.46	\$75.63	\$29,312.89	\$1,835.74
24	1/1/2028	\$29,312.89	\$227.08	\$227.08	\$151.84	\$75.24	\$29,161.05	\$1,910.98
25	2/1/2028	\$29,161.05	\$227.08	\$227.08	\$152.23	\$74.85	\$29,008.81	\$1,985.82
26	3/1/2028	\$29,008.81	\$227.08	\$227.08	\$152.62	\$74.46	\$28,856.19	\$2,060.28
27	4/1/2028	\$28,856.19	\$227.08	\$227.08	\$153.02	\$74.06	\$28,703.17	\$2,134.34
28	5/1/2028	\$28,703.17	\$227.08	\$227.08	\$153.41	\$73.67	\$28,549.76	\$2,208.02
29	6/1/2028	\$28,549.76	\$227.08	\$227.08	\$153.80	\$73.28	\$28,395.96	\$2,281.29

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
30	7/1/2028	\$28,395.96	\$227.08	\$227.08	\$154.20	\$72.88	\$28,241.76	\$2,354.18
31	8/1/2028	\$28,241.76	\$227.08	\$227.08	\$154.59	\$72.49	\$28,087.17	\$2,426.66
32	9/1/2028	\$28,087.17	\$227.08	\$227.08	\$154.99	\$72.09	\$27,932.18	\$2,498.75
33	10/1/2028	\$27,932.18	\$227.08	\$227.08	\$155.39	\$71.69	\$27,776.79	\$2,570.45
34	11/1/2028	\$27,776.79	\$227.08	\$227.08	\$155.79	\$71.29	\$27,621.00	\$2,641.74
35	12/1/2028	\$27,621.00	\$227.08	\$227.08	\$156.19	\$70.89	\$27,464.82	\$2,712.63
36	1/1/2029	\$27,464.82	\$227.08	\$227.08	\$156.59	\$70.49	\$27,308.23	\$2,783.13
37	2/1/2029	\$27,308.23	\$227.08	\$227.08	\$156.99	\$70.09	\$27,151.24	\$2,853.22
38	3/1/2029	\$27,151.24	\$227.08	\$227.08	\$157.39	\$69.69	\$26,993.85	\$2,922.91
39	4/1/2029	\$26,993.85	\$227.08	\$227.08	\$157.80	\$69.28	\$26,836.05	\$2,992.19
40	5/1/2029	\$26,836.05	\$227.08	\$227.08	\$158.20	\$68.88	\$26,677.85	\$3,061.07
41	6/1/2029	\$26,677.85	\$227.08	\$227.08	\$158.61	\$68.47	\$26,519.24	\$3,129.54
42	7/1/2029	\$26,519.24	\$227.08	\$227.08	\$159.01	\$68.07	\$26,360.23	\$3,197.61
43	8/1/2029	\$26,360.23	\$227.08	\$227.08	\$159.42	\$67.66	\$26,200.81	\$3,265.27
44	9/1/2029	\$26,200.81	\$227.08	\$227.08	\$159.83	\$67.25	\$26,040.97	\$3,332.52
45	10/1/2029	\$26,040.97	\$227.08	\$227.08	\$160.24	\$66.84	\$25,880.73	\$3,399.35
46	11/1/2029	\$25,880.73	\$227.08	\$227.08	\$160.65	\$66.43	\$25,720.08	\$3,465.78
47	12/1/2029	\$25,720.08	\$227.08	\$227.08	\$161.07	\$66.01	\$25,559.01	\$3,531.80
48	1/1/2030	\$25,559.01	\$227.08	\$227.08	\$161.48	\$65.60	\$25,397.54	\$3,597.40
49	2/1/2030	\$25,397.54	\$227.08	\$227.08	\$161.89	\$65.19	\$25,235.64	\$3,662.59
50	3/1/2030	\$25,235.64	\$227.08	\$227.08	\$162.31	\$64.77	\$25,073.33	\$3,727.36
51	4/1/2030	\$25,073.33	\$227.08	\$227.08	\$162.73	\$64.35	\$24,910.61	\$3,791.71
52	5/1/2030	\$24,910.61	\$227.08	\$227.08	\$163.14	\$63.94	\$24,747.46	\$3,855.65
53	6/1/2030	\$24,747.46	\$227.08	\$227.08	\$163.56	\$63.52	\$24,583.90	\$3,919.17
54	7/1/2030	\$24,583.90	\$227.08	\$227.08	\$163.98	\$63.10	\$24,419.92	\$3,982.27
55	8/1/2030	\$24,419.92	\$227.08	\$227.08	\$164.40	\$62.68	\$24,255.52	\$4,044.94
56	9/1/2030	\$24,255.52	\$227.08	\$227.08	\$164.82	\$62.26	\$24,090.69	\$4,107.20
57	10/1/2030	\$24,090.69	\$227.08	\$227.08	\$165.25	\$61.83	\$23,925.44	\$4,169.03
58	11/1/2030	\$23,925.44	\$227.08	\$227.08	\$165.67	\$61.41	\$23,759.77	\$4,230.44
59	12/1/2030	\$23,759.77	\$227.08	\$227.08	\$166.10	\$60.98	\$23,593.68	\$4,291.42
60	1/1/2031	\$23,593.68	\$227.08	\$227.08	\$166.52	\$60.56	\$23,427.15	\$4,351.98
61	2/1/2031	\$23,427.15	\$227.08	\$227.08	\$166.95	\$60.13	\$23,260.20	\$4,412.11
62	3/1/2031	\$23,260.20	\$227.08	\$227.08	\$167.38	\$59.70	\$23,092.82	\$4,471.81
63	4/1/2031	\$23,092.82	\$227.08	\$227.08	\$167.81	\$59.27	\$22,925.01	\$4,531.08
64	5/1/2031	\$22,925.01	\$227.08	\$227.08	\$168.24	\$58.84	\$22,756.77	\$4,589.92
65	6/1/2031	\$22,756.77	\$227.08	\$227.08	\$168.67	\$58.41	\$22,588.10	\$4,648.33
66	7/1/2031	\$22,588.10	\$227.08	\$227.08	\$169.10	\$57.98	\$22,419.00	\$4,706.31
67	8/1/2031	\$22,419.00	\$227.08	\$227.08	\$169.54	\$57.54	\$22,249.46	\$4,763.85
68	9/1/2031	\$22,249.46	\$227.08	\$227.08	\$169.97	\$57.11	\$22,079.49	\$4,820.96
69	10/1/2031	\$22,079.49	\$227.08	\$227.08	\$170.41	\$56.67	\$21,909.08	\$4,877.63
70	11/1/2031	\$21,909.08	\$227.08	\$227.08	\$170.85	\$56.23	\$21,738.23	\$4,933.86
71	12/1/2031	\$21,738.23	\$227.08	\$227.08	\$171.29	\$55.79	\$21,566.94	\$4,989.66
72	1/1/2032	\$21,566.94	\$227.08	\$227.08	\$171.73	\$55.36	\$21,395.22	\$5,045.01

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
73	2/1/2032	\$21,395.22	\$227.08	\$227.08	\$172.17	\$54.91	\$21,223.05	\$5,099.93
74	3/1/2032	\$21,223.05	\$227.08	\$227.08	\$172.61	\$54.47	\$21,050.44	\$5,154.40
75	4/1/2032	\$21,050.44	\$227.08	\$227.08	\$173.05	\$54.03	\$20,877.39	\$5,208.43
76	5/1/2032	\$20,877.39	\$227.08	\$227.08	\$173.50	\$53.59	\$20,703.90	\$5,262.01
77	6/1/2032	\$20,703.90	\$227.08	\$227.08	\$173.94	\$53.14	\$20,529.96	\$5,315.15
78	7/1/2032	\$20,529.96	\$227.08	\$227.08	\$174.39	\$52.69	\$20,355.57	\$5,367.85
79	8/1/2032	\$20,355.57	\$227.08	\$227.08	\$174.83	\$52.25	\$20,180.74	\$5,420.09
80	9/1/2032	\$20,180.74	\$227.08	\$227.08	\$175.28	\$51.80	\$20,005.45	\$5,471.89
81	10/1/2032	\$20,005.45	\$227.08	\$227.08	\$175.73	\$51.35	\$19,829.72	\$5,523.24
82	11/1/2032	\$19,829.72	\$227.08	\$227.08	\$176.18	\$50.90	\$19,653.54	\$5,574.13
83	12/1/2032	\$19,653.54	\$227.08	\$227.08	\$176.64	\$50.44	\$19,476.90	\$5,624.58
84	1/1/2033	\$19,476.90	\$227.08	\$227.08	\$177.09	\$49.99	\$19,299.81	\$5,674.57
85	2/1/2033	\$19,299.81	\$227.08	\$227.08	\$177.54	\$49.54	\$19,122.27	\$5,724.11
86	3/1/2033	\$19,122.27	\$227.08	\$227.08	\$178.00	\$49.08	\$18,944.27	\$5,773.19
87	4/1/2033	\$18,944.27	\$227.08	\$227.08	\$178.46	\$48.62	\$18,765.81	\$5,821.81
88	5/1/2033	\$18,765.81	\$227.08	\$227.08	\$178.91	\$48.17	\$18,586.89	\$5,869.98
89	6/1/2033	\$18,586.89	\$227.08	\$227.08	\$179.37	\$47.71	\$18,407.52	\$5,917.68
90	7/1/2033	\$18,407.52	\$227.08	\$227.08	\$179.83	\$47.25	\$18,227.68	\$5,964.93
91	8/1/2033	\$18,227.68	\$227.08	\$227.08	\$180.30	\$46.78	\$18,047.39	\$6,011.71
92	9/1/2033	\$18,047.39	\$227.08	\$227.08	\$180.76	\$46.32	\$17,866.63	\$6,058.03
93	10/1/2033	\$17,866.63	\$227.08	\$227.08	\$181.22	\$45.86	\$17,685.41	\$6,103.89
94	11/1/2033	\$17,685.41	\$227.08	\$227.08	\$181.69	\$45.39	\$17,503.72	\$6,149.28
95	12/1/2033	\$17,503.72	\$227.08	\$227.08	\$182.15	\$44.93	\$17,321.56	\$6,194.21
96	1/1/2034	\$17,321.56	\$227.08	\$227.08	\$182.62	\$44.46	\$17,138.94	\$6,238.67
97	2/1/2034	\$17,138.94	\$227.08	\$227.08	\$183.09	\$43.99	\$16,955.85	\$6,282.66
98	3/1/2034	\$16,955.85	\$227.08	\$227.08	\$183.56	\$43.52	\$16,772.29	\$6,326.18
99	4/1/2034	\$16,772.29	\$227.08	\$227.08	\$184.03	\$43.05	\$16,588.26	\$6,369.23
100	5/1/2034	\$16,588.26	\$227.08	\$227.08	\$184.50	\$42.58	\$16,403.76	\$6,411.80
101	6/1/2034	\$16,403.76	\$227.08	\$227.08	\$184.98	\$42.10	\$16,218.78	\$6,453.91
102	7/1/2034	\$16,218.78	\$227.08	\$227.08	\$185.45	\$41.63	\$16,033.33	\$6,495.54
103	8/1/2034	\$16,033.33	\$227.08	\$227.08	\$185.93	\$41.15	\$15,847.40	\$6,536.69
104	9/1/2034	\$15,847.40	\$227.08	\$227.08	\$186.41	\$40.67	\$15,660.99	\$6,577.36
105	10/1/2034	\$15,660.99	\$227.08	\$227.08	\$186.88	\$40.20	\$15,474.11	\$6,617.56
106	11/1/2034	\$15,474.11	\$227.08	\$227.08	\$187.36	\$39.72	\$15,286.75	\$6,657.28
107	12/1/2034	\$15,286.75	\$227.08	\$227.08	\$187.84	\$39.24	\$15,098.90	\$6,696.51
108	1/1/2035	\$15,098.90	\$227.08	\$227.08	\$188.33	\$38.75	\$14,910.57	\$6,735.27
109	2/1/2035	\$14,910.57	\$227.08	\$227.08	\$188.81	\$38.27	\$14,721.76	\$6,773.54
110	3/1/2035	\$14,721.76	\$227.08	\$227.08	\$189.29	\$37.79	\$14,532.47	\$6,811.32
111	4/1/2035	\$14,532.47	\$227.08	\$227.08	\$189.78	\$37.30	\$14,342.69	\$6,848.62
112	5/1/2035	\$14,342.69	\$227.08	\$227.08	\$190.27	\$36.81	\$14,152.42	\$6,885.44
113	6/1/2035	\$14,152.42	\$227.08	\$227.08	\$190.76	\$36.32	\$13,961.67	\$6,921.76
114	7/1/2035	\$13,961.67	\$227.08	\$227.08	\$191.25	\$35.83	\$13,770.42	\$6,957.59
115	8/1/2035	\$13,770.42	\$227.08	\$227.08	\$191.74	\$35.34	\$13,578.68	\$6,992.94

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
116	9/1/2035	\$13,578.68	\$227.08	\$227.08	\$192.23	\$34.85	\$13,386.46	\$7,027.79
117	10/1/2035	\$13,386.46	\$227.08	\$227.08	\$192.72	\$34.36	\$13,193.73	\$7,062.15
118	11/1/2035	\$13,193.73	\$227.08	\$227.08	\$193.22	\$33.86	\$13,000.52	\$7,096.01
119	12/1/2035	\$13,000.52	\$227.08	\$227.08	\$193.71	\$33.37	\$12,806.80	\$7,129.38
120	1/1/2036	\$12,806.80	\$227.08	\$227.08	\$194.21	\$32.87	\$12,612.59	\$7,162.25
121	2/1/2036	\$12,612.59	\$227.08	\$227.08	\$194.71	\$32.37	\$12,417.89	\$7,194.62
122	3/1/2036	\$12,417.89	\$227.08	\$227.08	\$195.21	\$31.87	\$12,222.68	\$7,226.50
123	4/1/2036	\$12,222.68	\$227.08	\$227.08	\$195.71	\$31.37	\$12,026.97	\$7,257.87
124	5/1/2036	\$12,026.97	\$227.08	\$227.08	\$196.21	\$30.87	\$11,830.76	\$7,288.74
125	6/1/2036	\$11,830.76	\$227.08	\$227.08	\$196.71	\$30.37	\$11,634.04	\$7,319.10
126	7/1/2036	\$11,634.04	\$227.08	\$227.08	\$197.22	\$29.86	\$11,436.82	\$7,348.96
127	8/1/2036	\$11,436.82	\$227.08	\$227.08	\$197.73	\$29.35	\$11,239.10	\$7,378.32
128	9/1/2036	\$11,239.10	\$227.08	\$227.08	\$198.23	\$28.85	\$11,040.86	\$7,407.17
129	10/1/2036	\$11,040.86	\$227.08	\$227.08	\$198.74	\$28.34	\$10,842.12	\$7,435.50
130	11/1/2036	\$10,842.12	\$227.08	\$227.08	\$199.25	\$27.83	\$10,642.87	\$7,463.33
131	12/1/2036	\$10,642.87	\$227.08	\$227.08	\$199.76	\$27.32	\$10,443.11	\$7,490.65
132	1/1/2037	\$10,443.11	\$227.08	\$227.08	\$200.28	\$26.80	\$10,242.83	\$7,517.45
133	2/1/2037	\$10,242.83	\$227.08	\$227.08	\$200.79	\$26.29	\$10,042.04	\$7,543.74
134	3/1/2037	\$10,042.04	\$227.08	\$227.08	\$201.31	\$25.77	\$9,840.73	\$7,569.52
135	4/1/2037	\$9,840.73	\$227.08	\$227.08	\$201.82	\$25.26	\$9,638.91	\$7,594.77
136	5/1/2037	\$9,638.91	\$227.08	\$227.08	\$202.34	\$24.74	\$9,436.57	\$7,619.51
137	6/1/2037	\$9,436.57	\$227.08	\$227.08	\$202.86	\$24.22	\$9,233.71	\$7,643.74
138	7/1/2037	\$9,233.71	\$227.08	\$227.08	\$203.38	\$23.70	\$9,030.33	\$7,667.44
139	8/1/2037	\$9,030.33	\$227.08	\$227.08	\$203.90	\$23.18	\$8,826.43	\$7,690.61
140	9/1/2037	\$8,826.43	\$227.08	\$227.08	\$204.43	\$22.65	\$8,622.00	\$7,713.27
141	10/1/2037	\$8,622.00	\$227.08	\$227.08	\$204.95	\$22.13	\$8,417.05	\$7,735.40
142	11/1/2037	\$8,417.05	\$227.08	\$227.08	\$205.48	\$21.60	\$8,211.57	\$7,757.00
143	12/1/2037	\$8,211.57	\$227.08	\$227.08	\$206.00	\$21.08	\$8,005.57	\$7,778.08
144	1/1/2038	\$8,005.57	\$227.08	\$227.08	\$206.53	\$20.55	\$7,799.04	\$7,798.63
145	2/1/2038	\$7,799.04	\$227.08	\$227.08	\$207.06	\$20.02	\$7,591.97	\$7,818.64
146	3/1/2038	\$7,591.97	\$227.08	\$227.08	\$207.59	\$19.49	\$7,384.38	\$7,838.13
147	4/1/2038	\$7,384.38	\$227.08	\$227.08	\$208.13	\$18.95	\$7,176.25	\$7,857.08
148	5/1/2038	\$7,176.25	\$227.08	\$227.08	\$208.66	\$18.42	\$6,967.59	\$7,875.50
149	6/1/2038	\$6,967.59	\$227.08	\$227.08	\$209.20	\$17.88	\$6,758.39	\$7,893.38
150	7/1/2038	\$6,758.39	\$227.08	\$227.08	\$209.73	\$17.35	\$6,548.66	\$7,910.73
151	8/1/2038	\$6,548.66	\$227.08	\$227.08	\$210.27	\$16.81	\$6,338.39	\$7,927.54
152	9/1/2038	\$6,338.39	\$227.08	\$227.08	\$210.81	\$16.27	\$6,127.58	\$7,943.81
153	10/1/2038	\$6,127.58	\$227.08	\$227.08	\$211.35	\$15.73	\$5,916.22	\$7,959.54
154	11/1/2038	\$5,916.22	\$227.08	\$227.08	\$211.90	\$15.18	\$5,704.33	\$7,974.72
155	12/1/2038	\$5,704.33	\$227.08	\$227.08	\$212.44	\$14.64	\$5,491.89	\$7,989.36
156	1/1/2039	\$5,491.89	\$227.08	\$227.08	\$212.98	\$14.10	\$5,278.90	\$8,003.46
157	2/1/2039	\$5,278.90	\$227.08	\$227.08	\$213.53	\$13.55	\$5,065.37	\$8,017.01
158	3/1/2039	\$5,065.37	\$227.08	\$227.08	\$214.08	\$13.00	\$4,851.29	\$8,030.01

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
159	4/1/2039	\$4,851.29	\$227.08	\$227.08	\$214.63	\$12.45	\$4,636.66	\$8,042.46
160	5/1/2039	\$4,636.66	\$227.08	\$227.08	\$215.18	\$11.90	\$4,421.48	\$8,054.36
161	6/1/2039	\$4,421.48	\$227.08	\$227.08	\$215.73	\$11.35	\$4,205.75	\$8,065.71
162	7/1/2039	\$4,205.75	\$227.08	\$227.08	\$216.29	\$10.79	\$3,989.47	\$8,076.50
163	8/1/2039	\$3,989.47	\$227.08	\$227.08	\$216.84	\$10.24	\$3,772.62	\$8,086.74
164	9/1/2039	\$3,772.62	\$227.08	\$227.08	\$217.40	\$9.68	\$3,555.23	\$8,096.43
165	10/1/2039	\$3,555.23	\$227.08	\$227.08	\$217.96	\$9.13	\$3,337.27	\$8,105.55
166	11/1/2039	\$3,337.27	\$227.08	\$227.08	\$218.51	\$8.57	\$3,118.76	\$8,114.12
167	12/1/2039	\$3,118.76	\$227.08	\$227.08	\$219.08	\$8.00	\$2,899.68	\$8,122.12
168	1/1/2040	\$2,899.68	\$227.08	\$227.08	\$219.64	\$7.44	\$2,680.04	\$8,129.56
169	2/1/2040	\$2,680.04	\$227.08	\$227.08	\$220.20	\$6.88	\$2,459.84	\$8,136.44
170	3/1/2040	\$2,459.84	\$227.08	\$227.08	\$220.77	\$6.31	\$2,239.07	\$8,142.76
171	4/1/2040	\$2,239.07	\$227.08	\$227.08	\$221.33	\$5.75	\$2,017.74	\$8,148.50
172	5/1/2040	\$2,017.74	\$227.08	\$227.08	\$221.90	\$5.18	\$1,795.84	\$8,153.68
173	6/1/2040	\$1,795.84	\$227.08	\$227.08	\$222.47	\$4.61	\$1,573.37	\$8,158.29
174	7/1/2040	\$1,573.37	\$227.08	\$227.08	\$223.04	\$4.04	\$1,350.33	\$8,162.33
175	8/1/2040	\$1,350.33	\$227.08	\$227.08	\$223.61	\$3.47	\$1,126.71	\$8,165.80
176	9/1/2040	\$1,126.71	\$227.08	\$227.08	\$224.19	\$2.89	\$902.52	\$8,168.69
177	10/1/2040	\$902.52	\$227.08	\$227.08	\$224.76	\$2.32	\$677.76	\$8,171.00
178	11/1/2040	\$677.76	\$227.08	\$227.08	\$225.34	\$1.74	\$452.42	\$8,172.74
179	12/1/2040	\$452.42	\$227.08	\$227.08	\$225.92	\$1.16	\$226.50	\$8,173.90
180	1/1/2041	\$226.50	\$227.08	\$226.50	\$225.92	\$0.58	\$0.00	\$8,174.49



City of De Pere, Wisconsin

9.D

Request for Common Council Action

Meeting Date: September 1, 2026
Department: Development Services
From: Daniel Lindstrom, Development Services Director
Subject: Resolution #26-87 Authorizing utility easement for Wisconsin Public Service (Nicolet Parking Lot/Nicolet Alley; Parcels WD-917-2 and WD-933).
Recommendation: Motion to approve.

On August 24, 2026, Plan Commission unanimously recommended approval by a vote of 6-0.

Attachments:
Reso26-87, Easement_City of De Pere_3505050, PC Report

RESOLUTION #26-87

AUTHORIZING UTILITY EASEMENT FOR WISCONSIN PUBLIC SERVICE
(Nicolet Parking Lot/Nicolet Alley; Parcel Nos. WD-917-2 & WD-933)

WHEREAS, in order to service the Alley District/Alley Eats business in the general area of the Nicolet Parking Lot and Nicolet Alley with upgraded utilities, Wisconsin Public Service is in need of a 12-foot-wide utility easement for construction, installation, repair and maintenance, pursuant to the terms and conditions of the attached Easement; and

WHEREAS, this matter has been reviewed by the Plan Commission which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council authorizes the City Manager and City Clerk to execute the attached Easement to allow access to Wisconsin Public Service to complete construction and subsequent repair and maintenance of new underground utility facilities, subject to such changes as deemed necessary 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 1st day of September, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board Approval: 08/24/2026

3346895

Easement

THIS INDENTURE is made this _____ day of _____, by and between **CITY OF DE PERE** ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of Lots 7 & 54 of the recorded plat of the Town of West De Pere, Volume 8, Plats Page 7; being part of Private Claim 29, **West Side of the Fox River, City of De Pere, County of Brown, State of Wisconsin**, as shown on the *attached Exhibit "A"*.

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Tax Parcel Identification Number
(PIN)

WD-933 & WD-917-2

- 1. Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written

CITY OF DE PERE

Organization name

Sign Name

Print name & title

Sign Name

Print name & title

STATE)
OF)
COUNTY)
OF)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____ **CITY OF DE PERE**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same.

Sign Name

Print Name

Notary Public, State of

My Commission expires:

This instrument drafted by: Ashley Kohn
Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1496395	WMIS-3505050	3346895	INT11-496-395

EASEMENT MAP (EXHIBIT "A")

AN EASEMENT AREA DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE GRANTOR'S PROPERTY BEING PART OF LOT 7 AND PART OF LOT 54 OF THE RECORDED PLAT OF THE TOWN OF WEST DE PERE, VOLUME 8, PLATS, PAGE 7, BEING PART OF PRIVATE CLAIM 29, WEST SIDE OF FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN, LYING 6.00 FEET ON EACH SIDE (12.00 FEET TOTAL WIDTH) OF THE EASEMENT REFERENCE LINE DESCRIBED BELOW:

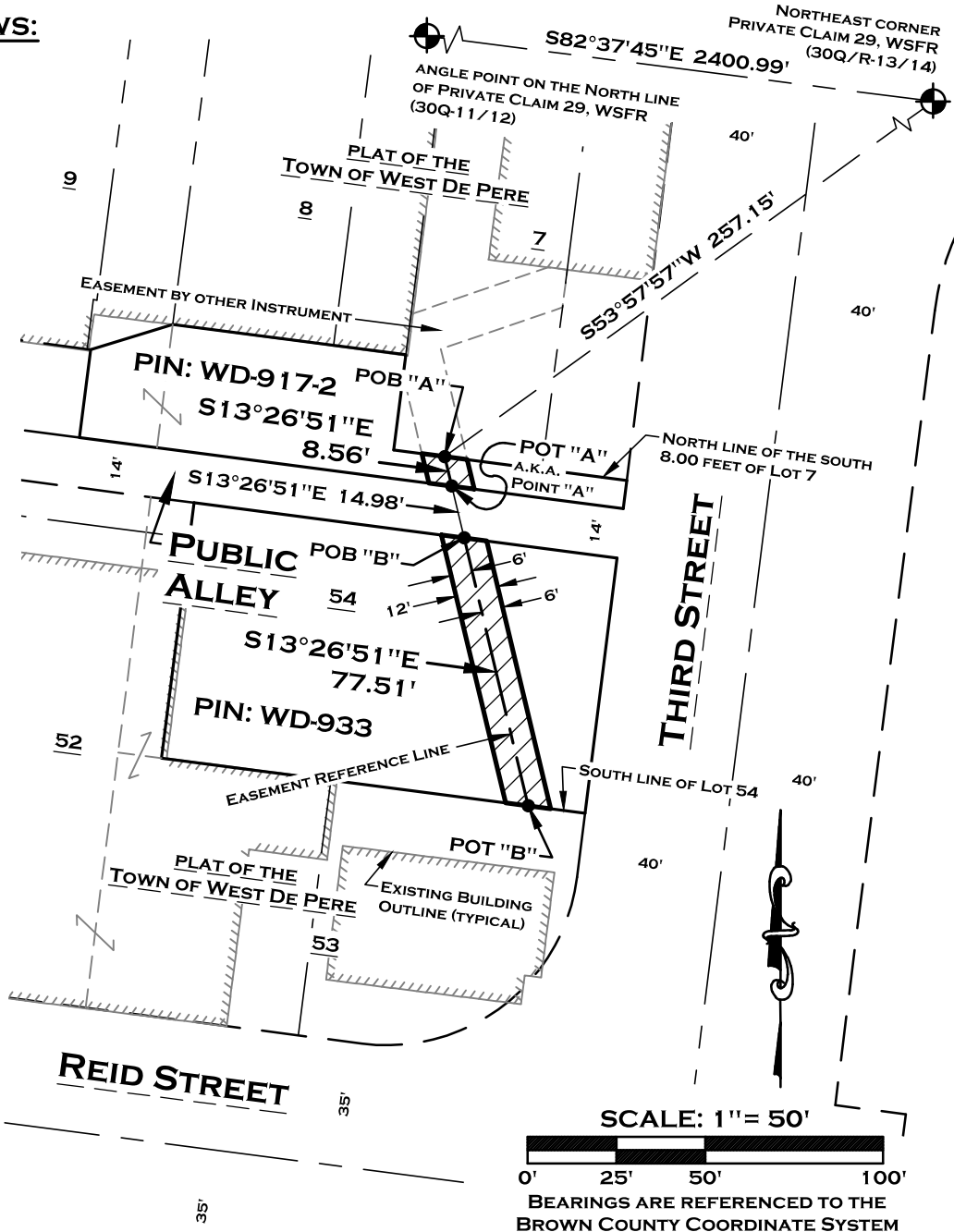
COMMENCING AT AN ANGLE POINT ON THE NORTH LINE OF SAID PRIVATE CLAIM 29 (BROWN COUNTY ID POINT 30Q-11/12); THENCE S82°37'45"E 2400.99 FEET ON THE NORTH LINE OF SAID PRIVATE CLAIM 29 TO THE NORTHEAST CORNER THEREOF (BROWN COUNTY ID POINT 30Q/R-13/14); THENCE S53°57'57"W, 257.15 FEET TO THE NORTH LINE OF THE SOUTH 8.00 FEET OF SAID LOT 7, THE POINT OF BEGINNING "A"; THENCE S13°26'51"E, 8.56 FEET TO THE NORTH RIGHT OF WAY OF THE 14.00 FOOT WIDE PUBLIC ALLEY CONTIGUOUS TO SAID LOTS 7 AND 54 TO POINT "A", THE POINT OF TERMINATION "A".

AND ALSO:

COMMENCING AT AFOREMENTIONED POINT "A"; THENCE CONTINUING S13°26'51"E, 14.98 FEET TO THE SOUTH RIGHT OF WAY OF SAID 14.00 FOOT WIDE ALLEY, THE POINT OF BEGINNING "B"; THENCE CONTINUING S13°26'51"E, 77.51 FEET TO THE SOUTH LINE OF SAID LOT 54, THE POINT OF TERMINATION "B".

THE SIDELINES OF SAID 12.00 FOOT WIDE EASEMENT EXTEND AND SHORTEN TO INTERSECT WITH THE NORTH LINE OF THE SOUTH 8.00 FEET OF SAID LOT 7, THE NORTH AND SOUTH RIGHT OF WAY OF SAID 14.00 FOOT WIDE PUBLIC ALLEY, THE SOUTH LINE OF SAID LOT 54 AND ALL POINTS OF INTERSECTION.

SAID DESCRIBED LAND (PERMANENT EASEMENT) CONTAINS 1,033 SQ. FT. OR 0.024 ACRES MORE OR LESS.



LEGEND	
POB	POINT OF BEGINNING
POT	POINT OF TERMINATION
PIN	PARCEL IDENTIFICATION #
	EASEMENT AREA
	CONTAINING 1,033 SQ. FT. OR 0.024 ACRES MORE OR LESS

PREPARED BY:



1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releecinc.com

R:\1100\1134\21134339\dwg\3505050_BROWN_FINAL EXHIBIT(1).dwg

PREPARED FOR:



Wisconsin Public Service

WISCONSIN PUBLIC SERVICE CORPORATION

P.O. Box 19001
2830 S. ASHLAND AVE.
GREEN BAY, WI 54307-9001

PHONE: 800-450-7260

FAX: 920-431-4815

DRAFTED BY: BLP

REVIEWED BY: TEH

DATE: 08/05/2026

DOC ID NO: 3346895

WR NO: 3505050

Consideration and possible action for a new 12-foot-wide WPS utility easement across Parcels WD-917-1, WD-917-2.*

SITE MAP



between the 300 BLK of Main AV and Reid ST, east of Fourth ST. The new easement allows for upgraded WPS utilities in the area to serve the Alley Eats business/Alley District.

Redevelopment in the downtown area is inherently difficult, so the City needs to preserve the buildability of our remaining redevelopment sites. Therefore, if the City proceeds with redevelopment of this parking lot (and the larger Nicolet Square parking lot), any required relocation of facilities within the easement area will be the responsibility and cost of the grantee. An additional provision shall be added to protect the City's development interest, a statement similar to the following and an amendment to provision 3.

Relocation: In the event of any of the Grantee's Designated Facilities requiring relocation in connection with or related to a Grantor project, the relocation costs of said Designated Facilities shall be borne by Grantee.

This requirement is consistent with the requirements of AT&T easements granted in 2022 and 2025. If recommended for approval, it should be conditioned on final approval by the City Attorney.

STAFF RECOMMENDATION: Staff recommends APPROVAL of a new 12-foot-wide utility easement Parcels across WD-917-2 and WD-933 and forwarding the recommendation to the Common Council for final approval. The final easement language should be subject to the final approval of the City Attorney's office.



City of De Pere, Wisconsin

9.E

Request for Common Council Action

Meeting Date: September 1, 2026

Department: City Attorney

From:

Subject: Resolution #26-88 Authorizing Parking Lease Agreement with William Street Investment Partners, LLC.

Recommendation: Motion to approve.

This item is for formal approval of the Parking Lease Agreement with William Street Investment Partners, LLC drafted from approval of the MOU in May of this year for dedicated nested stalls in the newly-constructed parking ramp.

Attachments:

Reso26-88, Parking Lease Agreement - 550 Williams 8.26.26-Clean

RESOLUTION #26-88

AUTHORIZING PARKING LEASE AGREEMENT BETWEEN THE CITY OF DEPERE
AND WILLIAM STREET INVESTMENT PARTNERS, LLC

WHEREAS the property located at 550 William Street, De Pere, Wisconsin (Parcel Number ED-875-1) ("550 William") is owned by William Street Investment Partners, LLC (WSIP); and

WHEREAS WSIP owns and manages a mixed-use commercial and residential property known as 550 William located on WSIP's property; and

WHEREAS pursuant to Resolution #26-36, the parties entered into a Memorandum of Understanding (MOU) to outline lease agreement terms to be incorporated into a written parking lease agreement, for the lease of certain nested and reserved parking stalls in City's newly-constructed parking ramp structure located on City's parcel adjacent to 550 William; and

WHEREAS the parties have since incorporated the previously-approved MOU into the attached the Parking Lease Agreement for the lease of not less than sixty (60) dedicated parking stalls in the parking ramp for the use of residents of 550 William as is attached hereto, pursuant to the terms and conditions thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to enter into such Parking Lease Agreement with William Street Investment Partners, LLC as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 1st day of September, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Previous Council Review: 05/05/2026

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (“Agreement”) is made in the City of De Pere, Brown County, Wisconsin, this ____ day of _____, 2026, by and between the City of De Pere, a Wisconsin municipal corporation (“City”), and William Street Investment Partners, LLC, a Wisconsin limited liability company (“WSIP”), collectively referred to as the “Parties”.

WHEREAS WSIP owns and manages a certain multi-use commercial and residential property known as 550 William located at 550 William Street, De Pere, Wisconsin; and

WHEREAS the City owns and manages a 223-stall parking ramp structure (“Parking Ramp”) located at _____, which is adjacent to 550 William; and

WHEREAS pursuant to a Development Agreement for the development and construction of 550 William, dated September 17, 2024, and as amended on March 6, 2026, the Parties agreed to enter into a separate parking lease agreement for the lease of certain reserved parking stalls in the Parking Ramp for use by residents of 550 William; and

WHEREAS the Parties acknowledge and agree that in order for the sustained leasing and economic viability of 550 William, parking access, of not less than sixty (60) stalls, must be maintained by the Parties.

NOW THEREFORE, in consideration of the covenants and promises hereinafter set forth and other good and valuable consideration acknowledged by the Parties herein, it is agreed as follows:

- 1. Reserved Parking.** The City hereby agrees to lease to WSIP sixty (60) signed stalls in the Parking Ramp (each, a “Leased Stall” and collectively, the “Leased Stalls”), for parking by permitted residents of 550 William, commercial tenants of 550 William, and vendors providing property

management and other services to WSIP and/or its residents and tenants (collectively, “Permittees”) in such locations as depicted in the attached Exhibit A, and identified and marked as follows:

- a. Ground Level – Northern Row : Ten (10) stalls
- b. Ground Level – Southern Row: Fifteen (15) stalls
- c. First Level – Northern Row: Nineteen (19) stalls
- d. First Level – Southern Row: Sixteen (16) stalls

The Leased Stalls shall be reserved and signed accordingly for parking only by Permittees with permits issued by WSIP on a 24-hour basis. The City shall produce and install such signage. WSIP shall be responsible for issuing and managing the permits issued to, and the allocation of the Leased Stalls among, its Permittees.

If WSIP identifies the need for additional parking stalls, the Parties shall engage in good-faith negotiations to develop a separate parking agreement for such non-reserved stalls available in the Parking Ramp. Any such additional parking access shall be conditioned on the availability of parking stalls and the City’s determination that providing such access is commercially reasonable for long-term rental.

2. Term. The initial term shall begin on August 1, 2026 and continue until the expiration of Tax Incremental District No 18 (the “TID”), which is expected to expire in 2052 (the “Initial Term”). Thereafter, this Agreement will automatically renew for one or more terms of one (1) year each (each, an “Extension Term” and together with the Initial Term, the “Term”), unless either Party provides a written notice that it wishes to either terminate or renegotiate this Agreement to the other Party at least one hundred eighty (180) days prior to the end of the Initial Term or any Extension Term, as applicable.

3. Rental Fee.

- a. The initial rate per Leased Stall per month shall be ninety-five dollars (\$95.00) and for a total initial monthly rate of \$5,700.00. The Rental Fee shall be payable in in monthly installments which shall be due on or before the fifth (5th) day of each month during the Term and any subsequent renewal term.

- b. Notwithstanding the foregoing, during the initial twelve (12) months of the Initial Term, all of the Leased Stalls shall be reserved to WSIP, but the Rental Fee for the Leased Stalls shall be as follows:

<u>Time Period</u>	<u>Rental Fee</u>
Months 1-3	\$1,140
Months 4-6	\$2,840
Months 7-9	\$4,560
Month 10-	\$5,700

- c. The Rental Fee may be adjusted by the City based upon the fee charged from time to time by the City for monthly parking permits in City parking ramps; provided, that (i) the Rental Fee charged to WSIP shall at all times be the lowest rate charged by the City to any monthly lessee of parking stalls within a City parking ramp, and (ii) the Rental Fee shall be adjusted not more than once per calendar year, other than for any reduction required by operation of clause (i), above.
- d. The City agrees to use reasonable efforts to not lease any parking stall within the Parking Ramp to a Permittee of WSIP.

4. Parking Enforcement. WSIP shall be responsible for monitoring and enforcing its rights to the Leased Stalls as set forth herein, which includes reporting unpermitted parking and/or violations to law enforcement. WSIP shall have authority to remove unpermitted vehicles from Leased Stalls in accordance and compliance with all applicable statutes and local ordinances. The City shall enforce its generally applicable regulations and restrictions with respect to the Leased Stalls in accordance with signed parking restrictions and/or with City parking ordinances. WSIP shall be solely responsible for the enforcement of any assignment or allocation of the Leased Stalls to or among its residents, and the City shall have no responsibility therefor.

5. Maintenance. City shall be responsible for the ongoing maintenance and repair of the

Parking Ramp, including the Leased Stalls, including but not limited to Parking Ramp and surface repair, maintenance, stall and ramp pavement marking, snow and ice removal. Notwithstanding the foregoing, WSIP shall be responsible to repair any damage to the Parking Ramp arising from WSIP or its Permittees.

6. Use.

a. WSIP's Sole Risk. WSIP's use of the Leased Stalls and the storage of vehicles therein shall be at WSIP's sole risk and, to the maximum extent allowable by law, except for the City's negligence and/or intentional acts, the City shall not be responsible or liable to WSIP or anyone claiming through or under WSIP for any loss, damage or injury that may be occasioned by or through the acts or omissions of persons leasing or using any other part of the Parking Ramp or for any other loss, injury or damage resulting to WSIP or its property within or about the Leased Stalls.

b. Protection of Vehicles. WSIP acknowledges and agrees that the City shall have no responsibility for securing the Parking Ramp and no liability for damage to or theft of vehicles or other property of WSIP or its residents located therein.

c. Access. If during the Term, the City is required or elects to perform any repairs or maintenance to the Parking Ramp and it is necessary to temporarily restrict access to the Leased Stalls for more than 48 hours, the City shall work with WSIP to provide alternate parking for WSIP's Permittees either elsewhere within the Parking Ramp or otherwise within a reasonable distance of 550 William. If access to the Leased Stalls is restricted for more than five (5) days and the City is unable to provide for alternate parking for WSIP's Permittees, the Rental Fee shall abate on a day for day basis until access to the Leased Stalls is restored. City shall provide to WSIP a five (5) day written notice of any such access restrictions contemplated under this paragraph c. However, written notice shall be excused in the event of emergency repairs and maintenance.

7. Termination.

a. Termination for Breach. Either Party may terminate this Agreement if the other Party materially breaches any provision of this Agreement. The non-breaching Party shall

provide written notice to the breaching Party specifying the nature of the breach. The breaching Party shall have thirty (30) days from the date of such notice to cure the breach; provided, that such cure period shall be extended in the event that either (i) the nature of the breach is such that it cannot be cured within thirty (30) days, so long as the breaching party commences to cure the breach within such thirty (30) day period and thereafter diligently pursues the cure to completion, or (ii) the nature of the breach is such that it cannot be cured as a result of seasonal conditions, provided that the breaching party makes arrangements to cure the breach as soon as reasonably possible. If the breach is not cured within the thirty (30) day period, as such period may be extended, this Agreement shall terminate without further action or notice.

b. Effect of Termination. Upon termination of this Agreement: (i) WSIP's right to use the Leased Stalls shall immediately cease; (ii) WSIP shall remove or cause removal of all permits issued to residents for the stalls; and (iii) the City may immediately remove any WSIP-issued signage and restore the Leased Stalls to general municipal use.

c. Obligations Surviving Termination. Any provisions that by their nature should survive termination, including without limitation indemnity obligations and insurance requirements, shall survive the termination or expiration of this Agreement.

8. Notices. Any and all notices which either Party may give hereunder shall be in writing and delivered by registered or certified mail, return receipt requested, or by personal delivery, or by first class mail postage prepaid. In the case of first class mail, postage prepaid, delivery shall be deemed to have been accomplished two (2) days after deposit of the notice in the mail. Until written notice is delivered to the other party of a change in address, the addresses set forth below shall be presumed to be current:

If to City: City of De Pere
 City Clerk
 335 South Broadway
 De Pere, WI 54115

If to WSIP: William Street Investment Partners, LLC
 Attn: Jason Tadych

102 N. Broadway, Suite 101
De Pere, WI 54115

9. **No Assignment/Subletting.** WSIP shall not assign this Agreement except in connection with a sale of 550 William, and shall not sell, lease or otherwise permit the use of the Leased Stalls to any individuals other than Permittees.

10. **Indemnification.** WSIP hereby agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, and representatives, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of WSIP, its Permittees, or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the City, its elected and appointed officials, officers, employees, agents, and representatives, in or about the Leased Stalls and the Parking Ramp. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents and representatives and each of them, shall be applicable except to the extent liability results from the negligence of the City, its elected and appointed officials, officers, employees, agents and representatives. WSIP shall reimburse the City of De Pere, its elected and appointed officials, officers, employees, agents or authorized representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that WSIP employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be WSIP's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents and representatives, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

11. **Insurance.**

a. WSIP shall present to the City a Certificate of Insurance with coverage and minimum policy limits as set forth herein. It is hereby agreed and understood that the insurance required of WSIP by the City is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy.

1. GENERAL LIABILITY COVERAGE

A. Commercial General Liability

- (a) \$1,000,000 each occurrence limit
- (b) \$1,000,000 personal injury and advertising injury
- (c) \$1,000,000 general aggregate

B. Claims made form of coverage is not acceptable.

C. Insurance must include:

- (a) Premises and Operations Liability
- (b) Contractual Liability
- (c) Personal Injury
- (d) Independent Contractors

2. ADDITIONAL PROVISIONS

* Additional Insured – On all Liability Policies, City, and its officers, council members, agents, employees, and authorized volunteers shall be “Additional Insureds.”

* Endorsement – Additional Insured and Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.

* Waiver of Subrogation – Waivers of subrogation in favor of the City must be endorsed onto Commercial General Liability coverage. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work or activities performed by the named insured as contemplated the terms of this Agreement.

* Certificates of Insurance – a copy of the Certificate of Insurance must be on file with the City.

* Acceptability of Insurers – No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. A minimum AM Best Rating of A-VII is required.

* WSIP shall cause each insurer to send a written Notice of Cancellation or Non-Renewal to the City no less than thirty (30) days prior to such cancellation or non-renewal.

b. The City shall at all times maintain in full force and effect insurance with respect to the Parking Ramp against fire, vandalism, malicious mischief and such other perils as are from time to time included in a standard all risk coverage endorsement, in the full amount of the actual replacement cost thereof. The City shall at all times also maintain general public liability insurance against claims for bodily injury, death, property damage, or other loss occurring on, in or about the Parking Ramp. of not less than \$1,000,000 per occurrence and \$1,000,000 general aggregate.

12. Casualty. If the Parking Ramp is destroyed or damaged by fire or other casualty, then the City shall be obligated, for the duration of TID 18, to either (i) repair or restore the Parking Ramp, or (ii) incorporate within any replacement project not less than sixty (60) parking stalls that can be leased to WSIP as replacements for the Leased Stalls. Following any casualty and during the pendency of the restoration or replacement process, the Parking Fee shall be abated on a pro rata basis based upon the number of stalls rendered unavailable to the total number of Leased Stalls and the City shall provide WSIP with access to not less than sixty (60) parking stalls at a location as close as possible to 550 William. In addition, the City will use its best efforts to repair or replace the Leased Stalls as soon as reasonably practicable. If after the expiration of TID 18, a fire or other casualty destroys or damages the Parking Ramp, the City shall in good-faith work with WSIP to accommodate or obtain alternate parking access for not less than sixty (60) parking stalls to satisfy the parking requirements for WSIP's Permittees.

13. Controlling Law. This Agreement will be construed and interpreted in accordance

with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions.

14. Entire Agreement. This Agreement constitutes the Parties' complete agreement and may only be modified, amended, or added after the date of this Agreement by a written instrument executed by both Parties.

15. No Waiver. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

16. Severability. If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. Counterparts. This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

18. Due Authority. The Parties have given due authority to the individuals who have signed this Agreement to execute this Agreement on behalf of WSIP and the City respectively, and, when signed, this Agreement shall constitute the binding obligation each of the parties hereto.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Parking Lease Agreement to be executed this _____, day of _____, 2026.

**WILLIAM STREET INVESTMENT
PARTNERS, LLC:**

By:

Jason Tadych, Authorized Member

CITY OF DE PERE

By:

Kimberly T. Flom, City Manager

Carey E. Danen, City Clerk