



Common Council

Regular Meeting

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

Agenda

Tuesday, September 17, 2024

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **September 17, 2024** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET, DE PERE.**

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

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

OR

You can also dial in using your phone.
United States (Toll Free): [1 866 899 4679](tel:18668994679)
United States: [+1 \(312\) 757-3117](tel:+13127573117)
Access Code: 154-883-285

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the September 3, 2024 Common Council meeting.
4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
5. Commendation for honoring Claire Pribyl.
6. Proclamation for Wisconsin Stormwater Week September 21-29, 2024.
7. Presentation from the De Pere Beautification Committee.
8. Recommendation from Finance/Personnel Committee to approve 2025 Non-Benefit Eligible Employees Wage Scale.
9. Ordinance #24-18 A Charter Ordinance Creating Chapter 3 City Manager Plan and Various Corresponding Amendments to the De Pere Municipal Code.
10. Resolution #24-84 Approval of a \$1,200 grant from NEWRTAC to purchase bike helmets to give away at Bike Rodeo Safety Events.
11. Resolution #24-85 Authorizing Backup Internet Service Subscription with TDS Telecommunications LLC.

12. Resolution #24-86 Approving Annuity Internal Exchange/Transfer Request Authorizing Pelion Benefits, Inc. to Establish Life Insurance Company of Southwest Annuity Contract for FICA Alternative Retirement Plan.
13. Resolution #24-87 Approving Memorandum of Agreement Between the State of Wisconsin Department of Agriculture, Trade and Consumer Protection and the City of De Pere (Weights and Measures Program).
14. Resolution #24-88 Approving Grant Agreement Modification to Divisions of Public Health Contract No. 62109-3.
15. Resolution #24-89 Granting a Planning Option to Purchase to Jim Cornell Plumbing LLC (East De Pere Business Park; Part of Parcel ED-2313-1).
16. Future agenda items.
17. Consideration and Possible Action on Screening City Administrator Applications.

PLEASE TAKE NOTICE THAT, pursuant to Wis. Stats. §19.85(1), the Council may convene in closed session for the purpose of:

(c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

(f) considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations.

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

18. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:

Alderspersons
City Administrator & Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Sue Walsh, De Pere Beautification Committee



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 17, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the September 3, 2024 Common Council meeting.

ATTACHMENTS:

- 9-3-24 Common Council Minutes_draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, September 3, 2024

7:30 PM

Council Chambers and Virtual

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the August 20, 2024 Common Council meeting.

Item #24, Future Agenda Items, was amended to clarify that the sign at Patriot Park is the only one included for replacement in the seven-year capital improvement project schedule, not the 2025 schedule.

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Devin Perock, Aldersperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley

4. Public Hearing to act on a request to amend the 2010 City of De Pere Comprehensive Plan Update at the following properties: Parcels ED-F0103-6, ED-F0103-7, and ED-2078 (S Broadway Street and O'Keefe Road intersection).

A. Notice of Public Hearing.

The notice was published in the Press Times on July 26, 2024.

B. Recommendation from Plan Commission.

Development Services Director Dan Lindstrom explained that this area has been designated industrial in the comprehensive plan for many years but is developing as more of a commercial use. The amendment allows the opportunity to rezone parcels to retail. Mayor Boyd declared the public hearing open; no one wished to speak so he declared the hearing closed.

C. Ordinance #24-17 Adopting Amendment of the 2010 Update to the City of De Pere Comprehensive Plan.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

5. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
None.
6. Discussion on final pricing of General Obligation Promissory Notes, Series 2024.
Finance Director/Treasurer Pam Manley reported that the parameters resolution adopted by Council this year allows more flexibility in selling the notes; the sale came in at a better rate than anticipated. She confirmed that the City's Moody's rating remains at AA2.
7. Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage and "Class C" Wine License for Pages and Pours, LLC (DBA Pages and Pours), 417 Main Av Suite 1. Submitted by Pages and Pours, LLC. Agent: Mark W. Hank, Green Bay, WI.

Alderperson Carpenter noted that the motion to approve is contingent on the Police Department background check results and requested that the submitter complete a missing question on the application.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

8. Recommendation from the License Committee on a Renewal Application for a Class "B" Fermented Malt Beverage License for De Pere Deacons Hockey Team, Inc. (DBA De Pere Deacons Hockey), 1450 Ft. Howard Av. Submitted by De Pere Deacons Hockey Team, Inc. Agent: David E. Lepp, Green Bay, WI.

Alderperson Carpenter noted that the motion to approve is contingent on the Police Department background check results.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

9. Recommendation from the License Committee on an application for temporary premises description change submitted by St. Norbert College, Inc., (DBA St. Norbert College), 100 Grant St.

RESULT:	APPROVED [7 TO 0]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Ledvina, Perock, Quigley
ABSTAIN:	Amy Chandik Kunding

10. Resolution #24-80 Regarding the Vacation of a Portion of a Public Thoroughfare (right-of-way discontinuance at 2000 Commerce Drive and 2051 Profit Place - adjacent to Parcels ED-3103, ED-2382) - Refer to Public Hearing.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

11. Resolution #24-81 Authorizing No Build Easement (1400 Block Builders Court; Parcel WD-1138).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

12. Resolution #24-82 Authorizing City of De Pere to Challenge State of Wisconsin's Preliminary Population Determination.

City Administrator Larry Delo reported that the challenge will be submitted to the Department of Administration (DOA) along with background documentation provided by staff. If the state validates the submittal, then Brown County would have to reapportion its population, because the state does not allow changes at the county level. Development Services Director Dan Lindstrom explained that during the same timeframe the DOA increased our population by around 30 people, the City added 420 new housing units. Multiplying this figure by the average household size of 2.3 indicates significantly higher growth than what is reflected in the state's numbers. Delo stated that American Rescue Plan Act (ARPA) funding as well as various state grants are apportioned by population. He noted that the state also has a large surplus that they have not spent down, and there is a high likelihood that they would use population as the distribution method.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	John Quigley, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

13. Resolution #24-83 Approving Donation Agreement Between the City of De Pere and K.C. Stock Foundation, Inc. (Nelson Family Pavilion).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Eserkaln, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley

14. Future agenda items.
None.

15. Adjournment.

Alderperson Carpenter moved, seconded by Alderperson Perock to adjourn the meeting at 7:46 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 17, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 17, 2024

DEPARTMENT: City Attorney

FROM: Amy Darnick

SUBJECT: Commendation for honoring Claire Pribyl.

ATTACHMENTS:

- Commendation honoring Claire Pribyl (PDF)

Municipal Commendation

Honoring Claire Pribyl

WHEREAS, the residents at the Crown Suites Apartment complex in De Pere want to celebrate you and your beautiful flowers; and

WHEREAS, your flowers aren't just pleasing to look at, but at 96 years old, you create this masterpiece with your creativity and ask for nothing in return; and

WHEREAS, your neighbors are grateful and fortunate that they have been the recipients of the beauty and fragrance of your flowers for the last 15 years; and

WHEREAS, your mother has passed down her love of flowers to you and now you are passing it onto your neighborhood and City; and

NOW, THEREFORE, I, James G. Boyd, Mayor of the City of De Pere, on behalf of all De Pere citizens, hereby thank Claire Pribyl for beautifying her neighborhood with her flowers.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of De Pere, Wisconsin, this ____ day of _____, 2024.

CITY OF DE PERE, WISCONSIN

James G. Boyd, Mayor



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 17, 2024

DEPARTMENT: City Attorney

FROM: Amy Darnick

SUBJECT: Proclamation for Wisconsin Stormwater Week September 21-29, 2024.

ATTACHMENTS:

- Wisconsin Storm water proclamation 2024 (PDF)

PROCLAMATION

WISCONSIN STORMWATER WEEK SEPTEMBER 21-29, 2024

WHEREAS, polluted stormwater runoff discharged into rivers, lakes, streams, and other waterways can result in death of wildlife, destruction of vital ecosystems, contamination of drinking water resources, and disruption of recreational activity, threatening public health; and

WHEREAS, the Clean Water Act of 1972 prohibits the discharge of any pollutant to navigable waters of the United States, unless authorized by the Environmental Protection Agency; and

WHEREAS, a major source of pollutants in the navigable waters of the United States and Wisconsin is polluted urban and suburban stormwater runoff that flows directly into our waters, untreated; and

WHEREAS, the common sources of stormwater pollution are sediments, road salt, automotive chemicals, litter and debris, household hazardous chemicals, bacteria, nutrients, and yard and pet waste; and

WHEREAS, it is imperative that pollutants be prevented from entering stormwater runoff from Wisconsin's roadways, homes, and businesses; and

WHEREAS, this week provides an opportunity to encourage greater efforts across Wisconsin to reduce stormwater pollution;

NOW, THEREFORE, I, James G. Boyd, Mayor of the City of De Pere, do hereby proclaim the week of September 21-29, 2024 as

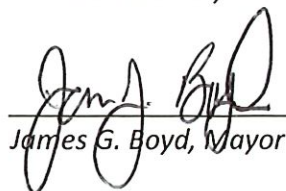
"Wisconsin Stormwater Week"

Throughout the City of De Pere and I commend this observance to all our city's residents.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of De Pere, Wisconsin, this 17th day of Sept., 2024.

CITY OF DE PERE, WISCONSIN


James G. Boyd, Mayor



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 17, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Presentation from the De Pere Beautification Committee.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 17, 2024

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Recommendation from Finance/Personnel Committee to approve
2025 Non-Benefit Eligible Employees Wage Scale.

ATTACHMENTS:

- Finance-Personnel Committee Memo - 9.2024 (PDF)
- 2025 Proposed Seasonal Part-time-Non-Benefit Eligible- Employee Wage Schedule -5.2024 (PDF)

CITY OF DE PERE MEMO



To: Finance/Personnel Committee
From: Tracy Hood, Human Resources Generalist
Date: September 10, 2024

RE: Consideration and Possible Action on 2025 Non-Benefit Eligible Employees Wage Scale*

Note: At the September 10, 2024 Finance/Personnel Committee the below recommendation was approved unanimously.

Attached please find the 2025 pay recommendations for the Seasonal/Part Time (Non-Benefit Eligible) Employee Wage Scale.

Human Resources reviewed the positions on the Seasonal/Part Time (Non-Benefit Eligible) Employee Wage Scale and met with departments to discuss the difficulties they are having filling certain positions. Based on market data and/or difficulty filling positions, we are recommending adjusting the entire wage scale by \$1/hour, adding 2 additional steps, and increasing a few position positions, effective January 1, 2025, which will allow departments to budget for the changes. Based on the number of hours worked by non-benefit eligible employees in 2023, we estimate these changes would cost approximately \$70,000 for 2025 (approximately \$59,000 to increase the pay plan by \$1/hour and approximately \$11,000 to increase position levels).

The positions that we recommend changing are as follows:

- Playground Leader – increase from Level 2 to Level 3
- Camp Counselor – increase from Level 3 to Level 4
- Kidz Zone – increase from Level 3 to Level 4
- Add the new position of Sport Site Supervisor to Level 4
- Sign Maintenance Aide – from Level 4 to Level 5
- Kick Ball Official and Flag Football Official increase from \$18.00/game to \$21.00/game
- Slow/Co-ed Softball Umpire increase from \$21.00/game to \$41.00/game
 - This will provide Softball Umpires the same wage as Basketball Officials.
- Remove positions from the wage schedule that have not been filled for multiple years and are no longer needed by the departments.

Beginning in 2026, we intend to add to the proposed budget an across-the-board adjustment to ensure this pay plan stays competitive and does not fall behind. We believe this is needed to remain competitive and avoids having to make drastic increases every few years.

Please feel free to contact me at 339-4045 if you have questions prior to the meeting.

Thank you.

2025 Seasonal/Part Time (Non-Benefit Eligible) Employee Wage Scale

Wages Effective: January 1, ~~2024~~ 2025

Updated 05/24/2024

Position	Step 1 (Starting Wage)	Step 2 After Minimum of 1 Year/ Returning Wage	Step 3	Step 4	Employment Period
Level 1 - Event Server^^ - Assistant Instructor — Youth Recreation Supervisor	\$13.00 \$14.00	\$14.00 \$15.00	\$15.50	\$16.00	Summer Year Round Winter
Level 2 - Pool Facility Attendant — Playground Leader - Election Inspector	\$14.00 \$15.00	\$15.00 \$16.00	\$16.50	\$17.00	Summer Summer As needed
Level 3 — Camp Counselors — Kidz Zone - Playground Leader - Community Center Facility Attendant - Community Service Officer - Environmental Health Intern	\$15.00 \$16.00	\$16.00 \$17.00	\$17.50	\$18.00	Summer Fall-Spring Summer Year Round Year Round Summer
Level 4 - Camp Counselors - Kidz Zone - Community Center Maintenance - Fitness Instructor - Event Manager^^ - Lifeguard/Swim Instructor*** - Tennis Instructor - Art/Theatre Instructor - Sport Site Supervisor - Park, Street & Water Maintenance Laborer — Sign Maintenance Aide — Shop Assistant — Building Maintenance Assistant - Tae Kwon Do Instructor/Tai Chi Instructor - Youth Activity Instructor - Election Specialist - Tax Collection Assistant	\$16.00 \$17.00	\$17.00 \$18.00	\$18.50	\$19.00	Summer Fall-Spring Year Round Year Round Summer Summer Summer Summer Summer Year Round Summer Summer Summer Summer Year Round Year Round As Needed Winter
Level 5 - Assistant Pool Manager ^^ - Water Fitness Instructor - Parent Child Aquatics Instructor — Park Maintenance Lead - Dance, Pom, Twirling & Tumbling Instructor - Enrichment Instructor - Sign Maintenance Aide - Water Department Intern - Development Services Intern - Chief Election Inspector	\$17.00 \$18.00	\$18.00 \$19.00	\$19.50	\$20.00	Summer Year Round Year Round Summer Year Round Year Round Summer As Needed As Needed As Needed
Level 6 - Basketball Supervisor - Crossing Guard***** - Paid On Call Firefighter**** - Paid On Premise Firefighter**** / *****	\$18.00 \$19.00	\$19.00 \$20.00	\$20.50	\$21.00	Fall-Winter Year Round Year Round Year Round
Level 7 - Recreation Office Assistant - Pool Manager^^ - Band Director - Video Production Assistant^	\$19.00 \$20.00	\$20.00 \$21.00	\$21.50	\$22.00	Year Round Summer Spring-Summer Year Round
Level 8 - Yoga/Pilates/Zumba with basic certification * - Engineering Aide - Spring/Fall Maintenance - Rubbish Site Attendant	\$20.00 \$21.00	\$21.00 \$22.00	\$22.50	\$23.00	Year Round Summer Spring/Fall Year Round
Level 9	\$21.00 \$22.00	\$22.00 \$23.00	\$23.50	\$24.00	

Position	Step 1 (Starting Wage)	Step 2 After Minimum of 1 Year/ Returning Wage	Step 3	Step 4	Employment Period
Level 10	\$22.00 \$23.00	\$23.00 \$24.00	\$24.50	\$25.00	
Level 11 - Accountant - Training & Safety Officer (Fire)**** / ***** - Senior Pool Manager*** - Yoga/Pilates/Zumba with advance certification after 1yr. employment unless approved by Mgr. (ACE, AFAA, E-RYT 500 hrs) * - Snow Plow Driver - Seasonal Maintenance Worker (CDL Req'd)	\$23.00 \$24.00	\$24.00 \$25.00	\$25.50	\$26.00	Year Round Year Round Summer Year Round Winter Spring & Fall
Level 12 - Plumbing Inspector - Electrical Inspector	\$35.00 \$36.00	\$36.00 \$37.00	\$37.50	\$38.00	Year Round Year Round
Non-Classified Wage Rates - Scorekeeper - Court Monitor - Kickball Official** - Flag Football Official - Slow/Co-ed Softball Umpire** - Basketball Official** - WIAA Certified Basketball Official**	\$14.00/ga \$15.00/ga \$16.00/ga \$17.00/ga \$18.00/ga \$21.00/ga \$18.00/ga \$21.00/ga \$21.00/ga \$41.00/ga \$40.00/ga \$41.00/ga \$45.00/ga \$46.00/ga	\$15.00/ga \$16.00/ga \$17.00/ga \$18.00/ga \$19.00/ga \$22.00/ga \$19.00/ga \$22.00/ga \$22.00/ga \$42.00/ga \$41.00/ga \$42.00/ga \$46.00/ga \$47.00/ga	\$16.50/ga \$18.50/ga \$22.50/ga \$22.50/ga \$42.50/ga \$42.50/ga \$42.50/ga	\$17.00/ga \$19.00/ga \$23.00/ga \$23.00/ga \$43.00/ga \$43.00/ga \$48.00/ga	Fall-Winter Fall-Winter Summer Fall Summer-Fall Fall-Winter Fall-Winter

~~The After Minimum of 1 Year/Returning wage is designed to reward employees for good work performance and continual years of service. Employees are given the After Minimum of 1 Year/Returning Wage with supervisor approval, if they return to same employment the following season or each January 1st with satisfactory work performance. The step scale is designed to reward employees for good work performance and continual years of service. Employees are given a step increase with supervisor approval, for each year they return to same employment or each January 1st with satisfactory work performance. (New hires hired after June 30th will receive an increase the second January 1st after start date or when returning for a second season, whichever happens first)~~

Note: When a position is reclassified or the entire wage schedule is adjusted (excluding any across the board cost of living increase), current/returning employees in affected positions would start at ~~the starting wage~~ Step 1 regardless of how many years they have been employed with the City. The exception to this is if placing a returning employee at ~~the starting wage~~ Step 1 would either reduce their wage or not give them an increase, those employees should be placed at the ~~After Minimum of 1 Year /Returning Wage~~ step closest to their current wage that would provide an increase.

If an employee retires from the City and returns to work seasonally in a similar position to the one they retired from, the employee may be brought back at the wage they were at when they retired. ~~These employees would be eligible for the annual across the board increase if they return from one season to the next.~~

- First year employees in any classified level shall start at Step 1, unless approved otherwise approved by the department head.

* Eligible to earn incentive pay based upon number of participants enrolled. Incentive pay ranges an additional .25 hours to 1.25 hours per class.

** Umpires or officials that are scheduled with a partner and work a game alone will be paid at 1.5 times the game rate.

*** The City of will reimburse employees the cost of certification or recertification, up to the average cost of certification or recertification for the area, for positions that require lifeguard certification. The City will reimburse the cost for the Lifeguard Instructor certification for the Senior Pool Manager employee.

**** Receives \$50/month on-call pay if meet minimum response requirements for emergency incidents and duty crew. Responses will be reviewed annually by department.

***** Receives \$20/month gas stipend for regular assigned guards. This benefit is discontinued for guards assigned to a regular position on or after April 1, 2019.

***** Receives \$0.25/hour for each of the following certifications: Firefighter II, Fire Inspector, Driver Operator Pumper, Driver Operator Aerial, Emergency Services Instructor, Fire Officer I, Fire Officer II; Receives \$1.00/hour for EMT-P Licensure

^ Paid at least a minimum of 2 hours each day worked

^^ Bartenders License required and shall be reimbursed by the City upon successful attendance of at least three events.

~~^^ When an employee is promoted to Assistant Pool Manager or Pool Manager, the employee will be placed in the step closest to what their returning wage would have been that will provide an increase.~~



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 17, 2024

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Ordinance #24-18 A Charter Ordinance Creating Chapter 3 City Manager Plan and Various Corresponding Amendments to the De Pere Municipal Code.

This item was unanimously approved by the Finance & Personnel Committee at its September 10th, 2024, meeting.

Consistent with the Council's discussion at a study session in July 2024, attached is the Charter Ordinance setting forth the City's possible transition to a City Manager form of government pursuant to Chapter 64 of the Wisconsin Statutes. This Charter Ordinance includes a newly created Chapter 3, which would codify the City Manager form of government in various ordinance provisions while also adopting other election related and operational Sections.

Further, the Charter Ordinance modifies current City ordinances through either deletions or amendments so that they are consistent with the newly created Chapter 3 provisions. The Charter Ordinance also modifies the length of the terms of Mayor and Council to three years as previously discussed and contains language to sync the timing of those elections into a 3 year rotation of 4 Alders in Year One, 4 Alders in Year 2, and the Mayor in Year 3. Finally, discussion occurred at the July study session concerning whether the Mayor may vote after this change to a City Manager form of government; however, further research indicates that the Mayor would then be an equal member of the Council and, therefore, must legally have the right or ability to vote, so that has been included in the charter ordinance.

ATTACHMENTS:

- 01-16 Ordinance Amending Tenure Selection Officers (PDF)
- Reso #95-11 (PDF)
- 1974 Municipal Code Chapter 4 City Administration and Administrator(PDF)
- De Pere modified ordinances - City Manager to Council 9.12.24 (DOCX)
- Charter Ordinance - City Manager 9.12.24 to Council (DOCX)
- ProfessionalManagerReportFinal UWO M Ford (PDF)
- Ord24-18 City Manager Plan (PDF)

ORDINANCE #01-16
AMENDING THE SELECTION AND TENURE OF
CERTAIN OFFICERS

THE COMMON COUNCIL OF THE CITY OF DE PERE DO ORDAIN AS FOLLOWS:

Section 1. **Sec. 10-5**, De Pere Municipal Code of Ordinances, entitled **Selection and tenure of certain city officers**, (a) *Offices created; enumeration*, is hereby amended by deleting therefrom the Office of City Assessor/Assistant Building Inspector.

Section 2. **Sec. 10-5**, De Pere Municipal Code of Ordinances, (c) *Term of office for offices other than city administrator*, (2) Term of office for city administrator, is hereby renumbered (3).

Section 3. **Sec. 10-5**, De Pere Municipal Code of Ordinances, (c) *Term of office for offices other than city administrator*, is hereby amended by adding thereto the following:

- (2) City Assessor. The Common Council shall, by Resolution, appoint upon such terms and conditions as it deems advisable and favorable to the City, a corporation or an independent contractor to the Office of City Assessor. The corporation or independent contractor so appointed shall designate the person responsible for the assessment, who shall comply with all certification, oath, affidavit, and other requirements of State Statutes.

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

Section 5. This ordinance shall take effect on and after its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of September, 2001.

APPROVED: SEP 19 2001


Michael J. Walsh, Mayor

ATTEST: SEP 19 2001


David G. Minten, Clerk-Treasurer

Ayes: 8

Nays: 0

ORDINANCE #95 - 11

AN ORDINANCE REPEALING AND RE-CREATING
PORTIONS OF CHAPTER 4, CITY ADMINISTRATION

Section 1. Section 4.05, De Pere Municipal Code, CITY ADMINISTRATOR, is hereby repealed and re-created to read as follows:

4.05 CITY ADMINISTRATOR. (1) Established. The position of City Administrator is hereby established as a full-time Office.

(2) Duties. The City Administrator shall be chief administrative officer of the City, equally responsible to the Mayor and Common Council. Duties for the position of City Administrator shall be as provided by the job description approved by the Finance/Personnel Committee and shall include other such duties as may from time to time be assigned by the Mayor and/or Common Council or as may be otherwise required by law.

(3) Selection/Removal. The City Administrator shall be selected and removed as provided in Section 4.06 of this Code.

Section 2. Section 4.06, De Pere Municipal Code, CITY ATTORNEY, is hereby repealed and re-created to read as follows:

4.06 SELECTION AND TENURE OF CERTAIN CITY OFFICERS. The Offices of City: City Assessor/Assistant Building Inspector; Building Inspector/Assistant City Assessor; City Nurse; City Attorney; Accountant; Director of Parks, Recreation and Forestry; Director of Public Works/City Engineer; Assistant City Engineer; Assistant Director of Public Works; Water Superintendent; Street Superintendent; Wastewater Treatment Plant Engineer/Manager; Personnel/Insurance Manager; Director of Planning and Economic Development; and Ice Recreation Manager are hereby created. All officers shall be appointed by the Mayor, subject to confirmation by the Common Council.

(1) Process for Selection of Officers. The Finance/Personnel Committee shall establish the procedures to be utilized in the selection of all City officers referenced in this Section, including the City Clerk and City Administrator, upon the recommendation of the Personnel/Insurance Manager and/or the City Administrator. In determining the process for selection, the Finance/Personnel Committee may establish, among other things, the method for publicizing the position, the selection process to be used, the composition of any selection committee to be utilized, as well as reviewing the job description for the position and all qualifications for the Office.

-3-

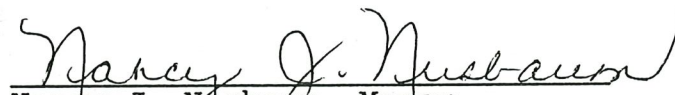
CITY OFFICERS, Section 4.13, De Pere Municipal Code, VACANCIES, and Section 4.32, De Pere Municipal Code, PROCEDURE FOR SELECTION OF CERTAIN CITY OFFICERS AND EMPLOYEES, are hereby repealed.

Section 5. That all ordinances in conflict herewith are hereby repealed.

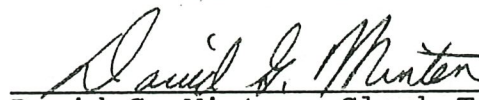
Section 6. That this ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of June, 1995.

APPROVED: JUN 21 1995


Nancy J. Nusbaum, Mayor

ATTEST: JUN 21 1995


David G. Minten, Clerk-Treasurer

Ayes: 8

Nays: 0

CHAPTER 4
CITY ADMINISTRATION

4.01 TERMS OF ELECTED CITY OFFICERS. (1) The regular term of office of the Mayor and Aldermen shall commence on the third Tuesday of April, succeeding their election and each shall hold office for a term of two years, and until another is elected and qualified.

(2) All other elected officials shall take office on the first day of May succeeding their election unless otherwise provided.

4.02 MAYOR'S DUTIES. The duties of the Mayor shall be as set forth in the Wisconsin Statutes.

4.03 ALDERMEN. There shall be elected two Aldermen from each Aldermanic District, and they shall be residents of the Aldermanic District from which they are elected. One Alderman shall be elected each year from each Aldermanic District.

4.04 CITY CLERK-TREASURER. (1) The City of De Pere hereby elects, pursuant to Section 62.09 (3) (c) and 66.01, of the Wisconsin Statutes, that the office of City Clerk and the office of City Treasurer of the City of De Pere, shall be consolidated and combined as one full-time office, and such position shall be designated as the office of Clerk-Treasurer.

(2) The Clerk-Treasurer shall be elected at the Spring election held in odd-numbered years for a term of four (4) years commencing on May 1 succeeding the Spring election held in 1985 and thereafter. (83-10)

(3) The Clerk-Treasurer shall perform all of the duties required of both offices as provided in Section 62.09 (9) and 62.09 (11), Wisconsin Statutes, and any other laws of the State of Wisconsin, and such other duties as are required or requested to be executed by the Clerk-Treasurer by the Council from time to time.

(4) This section shall be deemed to be an amendment to the Charter of the City of De Pere as it relates to the offices of City Clerk and City Treasurer, and the City of De Pere elects that all of the provisions of Section 62.09 of the Wisconsin Statutes relating to the offices of City Clerk and City Treasurer, which in any way conflict with this section shall not be applicable to the City of De Pere. (Charter Ordinance, 12/14/65)

4.05 City Administration

4.05 CITY ADMINISTRATOR. (1) Establishment. There is hereby created and established the office of City Administrator which shall be a full time office. The person filling such office shall be appointed by the Mayor, subject to confirmation by a majority of the Council. He shall serve for a term of indefinite duration subject to suspension or dismissal by the Council for cause. Appointment shall be subject to termination at the discretion of the Administrator upon 90 days written notice prior to such termination.

(2) Duties. The Administrator shall be the chief administrative officer of the city, equally responsible to the Mayor and the Council for the proper administration of the business and affairs of the city pursuant to the Wisconsin Statutes, the ordinances of the city, and the resolutions and directions of the Council, with duties and responsibilities as follows:

(a) He shall be responsible for effectuating all actions of the Council which require administrative implementation or where the Mayor and/or Council have directed him to act.

(b) He shall be responsible for coordination and operation of the administrative activities of all city departments. This shall include making or directing such studies as are necessary to insure the most economical, efficient operation of such departments, services, and programs. The City Administrator may require reports from the various departments when deemed necessary.

(c) He shall attend any meetings of the Council, Finance Committee, and meetings of such other committees and commissions as directed by the Mayor and/or Council.

(d) He shall prepare the agenda and order of business for all meetings of the Council and Finance Committee. Nothing herein shall be so construed as to give the Administrator authority to limit or any way prevent matters from being considered by the Council or Finance Committee.

(e) He shall be in charge of the operation and general office management of city hall.

(f) He shall act as Personnel Officer for the city, recommending salaries, wage scales and working conditions for those officers, officials, or employees not covered by collective bargaining agreements. He shall establish and maintain a personnel file for all city employees.

(g) He shall work with the Bargaining Committee and shall make whatever studies or surveys as are necessary for the proper conduct of negotiations with the various bargaining units. He shall hold preliminary meetings with representatives of said bargaining units and with department heads and make recommendations to the Bargaining Committee.

(h) He shall work in cooperation with department heads to resolve any grievances submitted.

(i) He shall, in coordination with department heads, prepare the annual city budget for submission to the Finance Committee.

(j) He shall make such reports as the Mayor and Council may require as to the current status of budgeted items and to review and report to the Mayor and Council any variations in the operation of the city budget.

(k) He shall act as purchasing agent; he shall supervise the administration of all purchasing of materials, supplies, and equipment and services of every kind and character for any and all departments of the city.

(l) He shall investigate and inform the Mayor and Council of availability of county, state, and federal funds and assist department heads in procuring such funds.

(m) He shall review proposed, pending county, state and federal legislation and its effect upon the city and inform the Mayor and Council on legislative matters and further shall appear on the city's behalf at all legislative and administrative hearings as directed by the Mayor and/or Council.

(n) He shall have the powers and perform the duties of Comptroller as defined in Section 62.09 (10), Wisconsin Statutes, and shall act as the city's Finance Officer.

(o) He shall submit, as deemed necessary, recommendations or suggestions for improving the health, safety or welfare of the city and shall institute and operate a system whereby the city departments, as well as persons having business with the Mayor and/or Council or any city department, may properly and efficiently conduct such business.

(p) He shall regularly review and inform the Mayor and Council of matters pertaining to the continual implementation of the city's comprehensive plan.

(q) He shall perform such other administrative duties and have such other responsibilities not inconsistent with law as may be prescribed by the Mayor and Council.

(3) Bond Required. The City Administrator, before entering upon his duties, shall file with the Clerk-Treasurer a fidelity bond in the principal amount of \$25,000 with a corporate surety conditioned on the favorable performance of his duties and to reimburse the city for any loss due to his failure to faithfully perform such duties.

4.05 City Administration

(4) Cooperation. All officers and employees of the City shall cooperate with and assist the City Administrator so that the affairs of the City will be most economically and efficiently administered.

(5) Residency. The City Administrator shall establish residency within the City of De Pere within 3 months from the date he commences his employment as City Administrator.

(6) Repeal and Amendment. This section shall not be repealed nor shall any provision herein adopted be amended by the Council unless such repeal or amendment is confirmed by a 3/4 vote of the Council.

4.06 CITY ATTORNEY. The City Attorney shall be appointed by the Mayor subject to confirmation by the Common Council. The term of said office shall be for two (2) years and the appointment shall be made by the Mayor at the regular meeting of the Common Council held on the Third Tuesday of April in odd numbered years. The appointee's term shall commence on the first day of May next after such appointment. Sections 17.12 and 17.16, Wisconsin Statutes, shall apply with respect to removal or suspension during the term. (76-13)

Members of the Common Council may make recommendations to a committee consisting of the Mayor and two Aldermen for such appointment. (77-9)

4.07 CONSTABLE ABOLISHED. The office of Constable of the City of De Pere is hereby found and determined by the Council to be unnecessary and is hereby dispensed with and abolished by authority of Section 62.09(1)(b), Wisconsin Statutes. Any duties to be performed by a Constable shall be performed by the Police Department.

4.08 DIRECTOR OF PUBLIC WORKS/CITY ENGINEER; ASSISTANT CITY ENGINEER; ASSISTANT DIRECTOR OF PUBLIC WORKS. Municipal offices of Director of Public Works/City Engineer; Assistant City Engineer and Assistant Director of Public Works are hereby created. A statement of the activity, distinguishing features, duties, responsibilities, work requirements, desirable training and experience and necessary special requirements for each such office and position, as approved by the Board of Public Works, is and shall be on file in the office of the City Administrator.

(2) Duties. The duties and responsibilities of the Director of Public Works shall be to:

(a) Perform and be responsible for the performance of all professional engineering and administrative work in the planning, design and construction of all municipal public works projects; prepare all construction plans, reports and specifications, and generally to perform, direct and supervise all municipal engineering required by the Council and Board of Public Works.

(b) Prepare recommendations and reports concerning all engineering studies, and to develop and implement current and future public works projects, activities and programs for the City.

Sec. 6-1. - Meetings.

(d) *Special meetings.* The mayor or City Manager may call a special meeting of the council by written notice to each member of the council, at least six hours before the meeting, which notice shall specify the object of the meeting and the business to be transacted. Upon a petition filed with the city clerk containing the signature of at least one-third of the members of the council, a special meeting shall be called and notice given as provided in this section. No business may be transacted at a special meeting except that for which such meeting was called.

Sec. 6-3. - Rules of order.

~~(k) *Mayor not to vote.* The mayor shall not have the power to vote on questions presented to the council except, when a vote by the council results in a tie, the mayor may cast a deciding vote on the question immediately, except on those questions where two thirds or three fourths majority vote of the council is required.~~

Sec. 6-4. - Committees.

(c)

Finance/personnel committee. The finance/personnel committee shall consist of the mayor and one member of the common council from each of the four council member districts of the city. The mayor shall act as chairperson. The committee shall annually elect a vice-chair. The city manager administrator shall act in an advisory capacity to such committee and shall attend the committee meetings.

~~Sec. 6-7. —Veto power of mayor.~~

~~The mayor shall have veto power as to all acts of the council, except such as to which it is expressly or by necessary implications otherwise provided. All such acts shall be submitted to him or her by the clerk and shall be in force upon his or her approval evidenced by his or her signature; or upon failing to approve or disapprove within five days, which fact shall be certified by the clerk. If the mayor disapproves, he or she shall file his or her objection with the clerk who shall present them to the council at its next regular meeting. A three-fourths vote of all the members of the council shall then make the act effective notwithstanding the objections of the mayor.~~

~~(Code 1974, § 3.08; Code 2001, § 6-7; Ord. No. 13-17, §§ 13-15, 8-20-2013)~~

Chapter 10 - CITY ADMINISTRATION

~~Sec. 10-1. —Terms of elected city officers.~~

~~(a) The regular term of office of the mayor and councilmembers shall commence on the third Tuesday of April succeeding their election, and each shall hold office for a term of two years and until another is elected and qualified.~~

~~(b) All other elected officials shall take office on May 1 succeeding their election unless otherwise provided.~~

~~(Code 1974, § 4.01; Code 2001, § 10-1)~~

~~Sec. 10-2. – Mayor's duties.~~

~~The duties of the mayor shall be as set forth in the state statutes.~~

~~(Code 1974, § 4.02; Code 2001, § 10-2)~~

~~Sec. 10-3. – Councilmembers.~~

~~There shall be elected two councilmembers from each councilmember district, and they shall be residents of the council member district from which they are elected. One councilmember shall be elected each year from each councilmember district.~~

~~(Code 1974, § 4.03; Code 2001, § 10-3)~~

~~Sec. 10-4. City administrator.~~

~~(a) *Office established.* The position of city administrator is hereby established as a full-time office.~~

~~(b) *Duties.* The administrator shall be the chief administrative officer of the city, equally responsible to the mayor and common council. Duties for the position of city administrator shall be as provided by the job description approved by the finance/personnel committee and shall include other such duties as may from time to time be assigned by the mayor and/or common council, or as may be otherwise required by law.~~

~~(c) *Selection/removal.* The city administrator shall be selected and removed as provided in section 10-5.~~

~~(Code 1974, § 4.05; Code 2001, § 10-4)~~

Sec. 10-5. – City Officer positions created; appointments confirmed by council.

(a) The following city offices are established and are Local Public Officials under Section 3-3:

- (1) City manager;
- (2) City attorney/~~assistant city administrator~~;
- (3) City clerk;
- (4) City engineer;
- (5) Development services director;
- (6) Finance director-treasurer;
- (7) Health officer/director;
- (8) Human resources director;
- (9) Information technology administrator;
- (10) Parks, recreation and forestry director;
- (11) Public works director.

~~(b) All officers shall be appointed by the mayor, subject to confirmation by the common council.~~

(Code 1974, § 4.06; Code 2001, § 10-5; Ord. No. 00-22, § 1, 11-8-2000; Ord. No. 01-16, §§ 1—3, 9-18-2001; Ord. No. 09-24, § 1, 10-20-2009; Ord. No. 15-17, § 1, 4-21-2015; Ord. No. 15-28, § 1, 10-20-2015; Ord. No. 17-17, § 1, 9-5-2017; Ord. No. 19-06, § 1, 2-20-2019; Ord. No. 21-02, § 1, 2-17-2021; Ord. No. 21-04, § 1, 3-2-2021)

Sec. 9-1. - Non-discrimination in housing, public accommodation and employment.

(g) Enforcement.

(1) Any person who claims to have been aggrieved or injured under this section may file a written complaint with the city ~~manager administrator~~ (or authorized designee), setting forth therein the details, including location of property, names, dates, witnesses, and other factual matters. All such complaints shall be signed by the complainant. Such complaints shall be filed within 300 days after the alleged violation of this section.

(2) The city ~~manager administrator~~ shall provide a copy of a timely-filed complaint to the city attorney for review and jurisdictional determination.

(3) The city ~~manager administrator~~ may receive and provide resolution to complaints on a voluntary, informal dispute resolution basis, may adopt rules, policies and regulations, and involve city staff as deemed appropriate and consistent with this section and the laws of the state to carry out the policy and provisions of this section and the powers and duties of the city ~~manager administrator~~.

(Code 2001, § 9-1; Ord. No. 17-20, § 1, 11-21-2017; Ord. No. 18-06, §§ 1, 2, 2-21-2018; Ord. No. 18-14, §§ 1—4, 8-7-2018)

Sec. 10-14. - Sustainability commission.

(e)

Powers and duties. The basic function of the commission shall be the promotion of sustainable initiatives through the following powers and duties:

(5) Work on sustainability related projects as directed by any commissioner after approval by the commission or the common council, city ~~manager administrator~~, or city staff;

Sec. 10-18. - Public records.

(c) Legal custodians.

(1) The clerk, or in the officer's absence or disability or in case of vacancy, the deputy clerk is hereby designated the legal custodian of all city records. The clerk may designate, in writing, that certain other city officers or employees act as the legal custodian of records ordinarily kept by such officer or employee. Authorized designees shall include the city ~~manager administrator~~, assessor, attorney, building inspector, clerk, director of parks, recreation and forestry, director of planning and economic development, director of public works, financial services director, fire chief, health officer director, human resources director, police chief and information technology administrator.

(d) *Local public offices.* The following shall constitute local public offices in the city for the purposes of Wis. Stats. § 19.34(1):

(2) City ~~manager~~~~administrator~~;

Sec. 13-3. - Claims; audit.

(a) *Vouchers.* The city finance director-treasurer shall furnish a form upon which any claim against the city shall be filed. The form shall show the nature of the claim and the amount and shall be filed by the claimant or his or her agent. The voucher for such claim shall then be filed by the finance director-treasurer and presented to the city ~~manager~~~~administrator~~ for examination and approval. Thereafter, the claims shall be presented to the common council, at a regular or special meeting, which shall approve, disapprove or refer the same to the proper authorities for investigation. The finance director-treasurer shall compile a report on the claims, which shall be presented to the common council at the next regular meeting.

Sec. 13-12. - Emergency procurements.

Notwithstanding any provision of this Code to the contrary, upon declaration of a state of emergency, the mayor, the city ~~administrator~~~~manager~~, or either's designee may procure by purchase or lease such goods and services as are deemed necessary for the city's emergency response effort. This emergency procurement of goods or services may be made in the open market without filing a requisition or estimate and without advertisement or compliance with requirements for public bidding for immediate delivery or furnishing. A full written account of emergency procurements made during this emergency, together with a requisition for the required materials, supplies, equipment, or services, shall be submitted to the city ~~administrator~~~~manager~~ within 30 days after their procurement, or as soon thereafter as practicable, and shall be open to public inspection for such period as required by applicable city ordinance and state statutes. The city ~~administrator~~~~manager~~ shall, within 30 days of the conclusion of the emergency, formally communicate these emergency expenditures in a full written account to the common council.

(Code 2001, § 13-11; Ord. No. 20-11, § 1, 8-7-2020)

Sec. 22-1. - Street superintendent.

The municipal office of street superintendent is created. A statement of the activities, distinguishing features, duties, responsibilities, work requirements and desirable training and experience of such office, as approved by the board of public works, is and shall be on file in the office of the city ~~administrator~~~~manager~~.

Sec. 30-1. - Board of park commissioners.

(c) *Director of parks, recreation and forestry/city forester.* The municipal office of director of parks, recreation and forestry/city forester is hereby created. A statement of activities, distinguishing features, duties, responsibilities, work requirements, and desirable training and experience is and shall be on file in the office of the city ~~manager~~~~administrator~~. In matters regarding the construction, development and maintenance of all public parks, parkways, boulevards, and pleasure drives and in all matters regarding and

relating to the planning, operation and management of park and recreation programs, such officer is directly responsible to the board of park commissioners.

Sec. 58-7. - Appeals.

Whenever the fire chief disapproves an application or refuses to grant a permit applied for pursuant to the provisions of this chapter, or when it is claimed that the provisions of this chapter do not apply or that the true meaning of the code and orders entered pursuant thereto have been misconstrued or wrongly interpreted, the aggrieved party may request review of such decision within 30 calendar days of the decision under Wis. Stats. § 68.08. Such review shall be conducted by the city ~~manager-administrator~~ under Wis. Stats. § 68.09. Any appeal of the decision on review under Wis. Stats. § 68.10 shall be to the board of public works, whose decision shall be deemed a final decision.

(Code 1974, § 16.07; Code 2001, § 58-7; Ord. No. 08-07, § 1, 5-6-2008; Ord. No. 12-32, § 1, 12-18-2012)

Sec. 102-5. - Review procedure.

(b) *Access review committee.* If the initial determination by the office of mayor, either as to the issue of merit or relief, is contested by the grievant, the same may be appealed to the access review committee. Such committee shall consist of two members of the common council who serve on the board of public works and two members of the common council who served on the finance committee. Members shall be appointed by the mayor, without confirmation, and shall serve indefinite terms consistent with their membership on the above-mentioned committees. Any member may resign from such appointment, whereupon the mayor shall appoint another member from the appropriate committee of the common council. Appeals shall be filed within ten working days of the date of the written determination of the mayor. The method and procedure for filing an appeal shall be the same as that set forth above for the filing of a grievance, and appeals shall be filed with the office of the city ~~manager~~~~administrator~~. Upon receipt of a request for an appeal, the access review committee shall set a date not less than three days nor more than 20 days from the date of filing of the appeal, for the purposes of conducting a review of the grievance and the initial determination by the office of mayor. Such review shall be informal, and a verbatim record of the proceedings need not be kept. The access review committee shall receive and review all information relevant to the issues raised by the grievant in the initial determination and shall render a decision on appeal in writing within five working days of the close of its meeting.

(c)

Appeal to the common council. Appeals from the decision of the access review committee shall be to the common council. A request for a hearing before the common council shall be made in the same form and manner as the filing of a grievance, and the same shall be filed with the office of the city ~~manager~~~~administrator~~ within ten working days of the date of the decision of the access review committee. The common council shall schedule a hearing on appeal within 30 days of receipt of the notice of appeal and shall serve notice of such hearing by mail or personal service upon the person requesting such appeal at least 15 days before such hearing. Either party shall have an opportunity to be represented by council or others of their choosing, to present witnesses under oath and to cross examine opposing witnesses under oath, and the opportunity to have a verbatim written transcript made at the initiative and expense of the requesting party. The hearing shall be electronically recorded by the common council. The common council may issue subpoenas at the request of either party. The common council shall render its decision upon

appeal, in writing, within five working days of the date of hearing. A copy of such written decision shall be served upon appellant by mail or personal service.

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

(10) *Event cancellation.* The city ~~manager-administrator~~ or fire department battalion chief may cancel a special event, regardless of whether a permit has been issued or not, with or without prior notice, due to any significant change in conditions which would or may adversely affect the public health or safety of the community, or for any condition which places facilities, grounds, or other natural resources at risk of damage or destruction if the event were allowed to take place. All fees paid prior to cancellation will be refunded to the permit applicant.

(b) *Encroachments/obstructions upon right-of-way and other property owned by city (non-park) and the redevelopment authority of the city.*

(1) *General requirements.* Permission for encroachment or obstruction of city right-of-way or other non-park city or redevelopment authority owned property (herein, city-owned property), other than as allowed or permitted under other sections of this Code, shall be by revocable occupancy permit as provided in this section.

a. Request for a revocable occupancy permit shall be in writing and made to the development services director, or in the director's absence, the city ~~manager administrator/assistant city administrator~~ (director).

(c) *Encroachments/obstruction upon park property.* Permission for encroachment or obstruction of city-owned park property, other than as allowed or permitted under other sections of this Code, shall be by revocable occupancy permit as provided in this section.

(1) Request for a revocable occupancy permit shall be in writing and made to the director of parks, recreation and forestry, or in the director's absence, to the city ~~manager administrator/assistant city administrator~~ (park director).

CHARTER ORDINANCE
CHAPTER 3 CITY MANAGER PLAN

ARTICLE I. IN GENERAL

SECTION 3-1 CITY MANAGER PLAN

The Government of the City of De Pere shall operate under a City Manager form of government under Chapter 64 of the Wisconsin Statutes.

SECTION 3-2 ELECTIVE OFFICIALS; TERMS; PRIMARY ELECTIONS

- (a) *Which Officials elected and term.* The elective officials of the City of De Pere shall include:
- (1) A Mayor nominated and elected from the city at large to serve a three (3) year term; and
 - (2) Eight (8) Council Members nominated and elected from the city to serve a three (3) year term.
- (b) *Council member elections.* There shall be elected two council members from each council member district, and they shall be residents of the council member district from which they are elected. One council member shall be elected to a term of three years from each council member district in each year for two consecutive years out of a three-year period. The regular mayoral election described in (c) shall occur in the third year.
- (c) *Mayoral election.* There shall be elected a mayor for a term of four years in the next regular mayoral election after the effective date of this Section. Thereafter, there shall be elected a mayor for a term of three years in the year without a regular council member election as described in (b) of this Section.
- (d) *Eligibility.* Any person possessing the qualifications of an elector in the City of De Pere shall be eligible to election as Mayor or as a council member.

SECTION 3-3 DESIGNATION OF LOCAL PUBLIC OFFICIALS

- (a) *Local Public Officials.* For purposes of complying with State Statutes pertaining to Local Public Officials, the Common Council hereby finds and declares the following offices, positions and persons to be Local Public Officials:
- (1) Members of the Common Council;
 - (2) Members of the Boards and Commissions of the City of De Pere;
 - (3) The City Manager;
 - (4) Designated Heads of Staff Offices and Departments of the City of De Pere including City Officers.

[Statutory References §19.42(7w)(d), 19.32 (1dm), 19.36(11), 19.35(1) Wis. Stats.]

SECTION 3-4 TIME OF TAKING OFFICE; ELECTED OFFICIALS

The regular terms of the Mayor and Council Members shall commence on the third Tuesday in April following their election and shall hold office until another is elected and qualified.

[Statutory Reference §64.05 Wis. Stats.]

ARTICLE II. LEGISLATIVE

SECTION 3-9 COUNCIL DUTIES

(a) *Appointment and Removal of City Manager.* The Council shall select a City Manager. The City Manager shall be selected by the Council purely on merit. In selecting the City Manager, the Council shall give due regard to training, experience, executive and administrative ability, efficiency, general qualifications, and fitness for performing the duties of the office. No person shall be eligible to the office of City Manager who is not by training, experience, ability and efficiency well qualified and generally fit to perform the duties of such office. No weight or consideration shall be given by the Council to nationality, political or religious affiliations, or to any other consideration except merit and direct qualifications for the office. Residence in the City or State shall not be a qualification for the Office of City Manager. The Council may remove the City Manager from office in accordance with Chapter 64 of the Wisconsin Statutes. [Statutory Reference §64.09 Wis. Stats.]

(b) *Qualifications of Members.* The Council shall be the judge of the election and qualification of its members, and may pursuant to state statute suspend or remove its members for cause. [Statutory Reference §17.12(1)(a) Wis. Stats.]

(c) *Legislative Power.* The Council shall possess and exercise all legislative and general ordinance powers imposed and conferred by general law or special charter upon the Mayor and Council and the various boards and commissions not inconsistent with Chapter 64 Wisconsin Statutes. The Council shall not have the power to enact special executive or administrative orders.

[Statutory Reference §64.07 Wis. Stats.]

(d) *Attention to Duty.* Council Members shall devote such time to the duties of their office as the interests and general welfare of the City demand. [Statutory Reference §64.08 Wis. Stats.]

(e) *Power to Fix Salaries.* The Council shall have power by ordinance to fix the salary of any successor Mayor and its own successors in office. [Statutory Reference §64.08 Wis. Stats.]

(f) *Administrative Powers.* The Council shall, upon the report and recommendation of the City Manager, have the power to create general departments of city administration and to alter, reorganize or abolish by ordinance any administrative board or commission, with the exception of the Board of Police and Fire Commissioners. [Statutory Reference §64.10 Wis. Stats.]

(g) *Annual Audit.* At the end of each fiscal year, the Council shall cause a full and complete examination of all books and accounts of the City to be made by competent and public accountants who shall report in full to the Council. [Statutory Reference §64.12(4) Wis. Stats.]

(h) *To Elect Deputy Mayor.* At its first meeting on the third Tuesday following the spring general election the common council shall select by majority vote, one of its members to act as Deputy Mayor, who shall preside over meetings and exercise all duties and responsibilities of the Mayor during a temporary absence or disability.

SECTION 3-10 DUTIES OF THE MAYOR

The Mayor shall be the presiding officer of the Council and shall have a vote but no veto power. It shall be the general duty of the Mayor or other presiding officer:

(a) *Preside at Meetings.* To open the session at the time fixed for the meeting, or at the time to which adjournment may be had, by taking the chair and calling the members to order.

(b) *Announcement of Quorum.* To announce or to have announced, at the conclusion of the roll call, the fact of the presence of a quorum or not, as the case may be.

(c) *Presentation of Business.* To announce or to have announced, the business before the Council in the order in which it is to be acted upon.

(d) *Receive Motions.* To receive and submit, in proper manner, all motions and propositions presented by members.

(e) *Supervision of Voting.* To put to a vote the questions which are regularly moved or which necessarily arise in the course of the proceedings, and to announce or to have announced the result.

(f) *Enforce Rules of Order.* To restrain the public and members of the Council within the rules of order while the Council is meeting and engaged in debate.

(g) *Rule on Points of Order.* To rule on any point of order or practice, subject to an appeal by any member.

(h) *Issue Proclamations.* To issue all proclamations.

(i) *Sign Ordinances and Resolutions.* To sign all ordinances and resolutions adopted by the Council.

(j) *Appointments.* To appoint, subject to Council approval, members to the various Boards and Commissions within the City.

SECTION 3-12 SUBSTITUTION OF PRESIDING OFFICER

The Mayor or other presiding officer of the Council may call the Deputy Mayor or a member to the Chair to temporarily preside over the meeting in the case of conflict of interest, illness, or other matter requiring

the presiding officer to temporarily remove themselves from the position of presiding officer, but such substitution shall not extend beyond an adjournment.

SECTION 3-13 TEMPORARY PRESIDING OFFICER

In the absence of the Mayor and the Deputy Mayor, one of the Council Members shall be elected to preside temporarily until the return of the Mayor or Deputy Mayor.

ARTICLE III. CITY MANAGER

SECTION 3-17 TERM OF OFFICE

The City Manager shall be engaged by the common council for an indefinite term, subject to removal by the council in accordance with the provisions of Chapter 64 of the Wisconsin Statutes. [Statutory Reference §§ 64.09 Wis. Stats.]

SECTION 3-18 DUTIES AND POWERS, GENERALLY

The City Manager shall be responsible for the administration of City government with the exception of those functions administered by appointed or elected boards. The City Manager shall have all of the powers necessary to discharge the responsibilities of the office, not inconsistent with the provisions of Chapter 64 of the Wisconsin Statutes. [Statutory Reference §§ 64.11 Wis. Stats.]

SECTION 3-19 DUTIES AND RESPONSIBILITIES

The City Manager shall have the following duties and responsibilities:

- (a) Effect the enforcement of all laws and ordinances.
- (b) Budget administration and budget preparation.
- (c) Enforce all franchises, permits and privileges granted by the City to utilities.
- (d) Protection of health, safety and welfare of the community within the standards of services adopted by the common council.
- (e) Maintain and operate parks, playgrounds and any other recreational facilities now owned or acquired hereafter by the common council.
- (f) Maintenance, operation and construction of streets, sewers, water plant and distribution system, sewage disposal plant and all other City owned facilities, buildings and equipment.
- (g) All fiscal transactions of the City.
- (h) Assuring the efficiency of all City services.
- (i) Keep the Council informed on all matters.
- (j) All administrative functions, including those heretofore mentioned.

(k) Perform such other duties as may be required by the Council.

SECTION 3-20 AUTHORITY NECESSARY TO DISCHARGE DUTIES

The City Manager shall have the authority to:

(a) *Appoint Officers; Exception.* Appoint, suspend, lay-off or dismiss all heads of departments, all subordinate city officials and all employees, except that this subsection shall not be construed as depriving the Board of Police and Fire Commissioners all the powers conferred by Section 62.13 of the Wisconsin Statutes.

[Statutory Reference §64.11(3) Wis. Stats.]

(b) *Authority to Appoint Temporary Heads of Departments/Divisions.* The City Manager may appoint an acting director of any department or manager of any division if the director or manager is absent from the City or incapacitated or a temporary vacancy exists in the position and no person has been designated to be the acting director or manager or the person so designated is unable or unwilling to serve in the acting capacity.

(c) *Authority to Promulgate Rules and Regulations.* Prepare and put into effect any necessary administrative rules and regulations pertaining to purchasing, personnel, fiscal transactions, city services, and the conduct of employees.

(d) *Emergency Powers.* Take whatever action is necessary in purchasing or assignments of employees to protect the health, welfare, and the safety of the citizens of De Pere.

(d) *Make Recommendation to Council.* Make recommendations to the Council on all matters of municipal concern.

(e) *Fill Vacancies.* Fill all vacancies not to exceed budget allotments, except that this shall not be construed as preventing the Manager from filling the vacancy with a lower paid classification or leaving the position vacant, if, in the Manager's opinion, the position does not need to be filled. This section shall not be construed to prevent the City Manager from creating or filling positions not specifically budgeted when in the Manager's opinion such action is in the best interest of the City and is temporary in nature.

(f) *Residual Executive Powers.* Exercise all other executive powers conferred upon the Manager in Chapter 64 of the Wisconsin Statutes not inconsistent with other City ordinances.

SECTION 3-21 CITY MANAGER: DELEGATION OF AUTHORITY; RESPONSIBILITY

Creation of Departments; Delegation of Authority; Restrictions. The City Manager shall be permitted to form departments and subdivisions of departments and staff offices upon confirmation by the Council. Although the Manager is permitted to delegate authority to these department heads and other supervisory

personnel, the Manager shall not be permitted to delegate the responsibility for any function to these department heads or other supervisory personnel. The Manager shall be responsible to the Council for all functions.

SECTION 3-22 ABSENCE OR DISABILITY

The City Manager may designate a qualified administrative officer of the City to perform the duties of City Manager during a temporary absence or disability. In the event of the failure to make such a designation, the Council may by resolution appoint an officer of the City to perform the duties of the Manager during such absence or disability, until the Manager shall return or disability shall cease.



Professional Management in Wisconsin Municipalities: A Primer

Michael R. Ford, PhD

May 15, 2024



Whitburn Center for
Governance and Policy Research

800 Algoma Blvd., Oshkosh, WI 54901

(920) 424-1580

uwosh.edu/whitburn-center/

Note: Nicholas Brewer, MPA and 2022 Whitburn Fellow provided research assistance to this report.

About the Whitburn Center

Mission Statement

The Whitburn Center conducts practical applied research focused on evaluating and improving governance, professional management, and public policy in Wisconsin and beyond.

Philosophy and Values

Our vision is to build local government, nonprofit, and community capacity to promote the common good. We will bring people together across ideological divides to discover nonpartisan solutions. The Whitburn Center will share innovative, research-based knowledge, equipping our partners to address their most pressing needs, while utilizing equitable, efficient, and effective strategies.

Advisory Board Members

- Gerald Whitburn, Ex-Officio Member and Founding Donor
- Scott McCallum, Inaugural Advisory Board Chair
- Raymond P. Taffora, Member
- Ellen Nowak, Member
- Kathryn Schauf, Member
- Mark Rohloff, Member
- Benjamin Krumenauer, Member
- Sachin Shivaram, Member
- Michael M. Grebe, Member
- Jennifer Gauthier, Member

Executive Summary

The Issue: A significant number of Wisconsin cities and villages have a professional administrator managing the day-to-day operations of their government. Despite the prevalence of the professional manager form in Wisconsin, there remains confusion about how many cities and villages have professional managers, and how professional management of government works in practice.

The Method: In this report we:

- Explore the logic and history of professional management of local government;
- Explain the different approaches to professional management in Wisconsin cities and villages;
- Compare fiscal and governance data from Wisconsin cities and villages with and without a professional manager; and
- Provide guidance for communities considering professional management of their municipality.

The Findings: We find that 53.2 percent of Wisconsin cities, and 15.2 percent of Wisconsin villages, have a hired administrator. Cities with a hired administrator tend to be larger, slightly lower spending, and have more general obligation debt per-capita than cities without an administrator. Elected board members serving cities and villages with a professional administrator exhibit more positive governing dynamics than those without an administrator, and cities and villages with hired professional administrators have lower staff vacancy rates, and a higher likelihood of reform adoption.

The Lesson: The prevalence of professional management in Wisconsin local government is often downplayed because the majority of professionally managed cities and villages adopt the government form through a simple ordinance, as opposed to a charter ordinance under Chapter 64 of the Wisconsin state statutes. Though professional management is not right for every municipality, the presented evidence is consistent with a body of research showing professionally managed municipalities have better overall governing dynamics, and a higher likelihood of adopting innovative reforms, than those without a hired professional administrator.

Professional Management in Wisconsin Municipalities: A Primer

The presence of a professional administrator responsible for managing the day-to-day operations of municipal governments is common in Wisconsin. Yet, there is often confusion about how many cities and villages have professional managers, and how professional management of government works in practice. In this primer we:

- Explore the logic and history of professional management of local government;
- Explain the different approaches to professional management in Wisconsin cities and villages;
- Compare fiscal and governance data from Wisconsin cities and villages with and without a professional manager; and
- Provide guidance for communities considering professional management of their municipality.

The History and Logic of Professional Local Government Management

History

Politics decides and administration does. Though an oversimplification, the goal of insulating the day-to-day administration of government from the political whims of the day for the purposes of improving performance is at the heart of professional management. Supporters of municipal governance reform advocated for a more businesslike approach in local government, noting that government management is unique in that it operates in a democratic context and involves the public's resources and trust. In addition, government is unique in providing collective services (like police and fire protection) that are not intended to generate profit.

The roots of professional management of local government go back to the rampant political corruption in some U.S. cities in the late 19th and early 20th centuries. Journalist Lincoln Steffens documented municipal corruption in his classic book, *The Shame of the Cities*, famously concluding that “the misgovernment of the American people is misgovernment by the American people.”¹ Steffens argued that municipal corruption followed predictable patterns across cities, spurring a reform movement to disrupt those patterns through the professionalization of municipal leadership. During the 1910s and 1920s, over 200 U.S. cities formalized the professionalization of municipal leadership by adopting a city manager form of government.² Under this form, a legislative body of elected officials hires and oversees a professional manager to run the day-to-day operations of government. The manager serves at the pleasure of the legislative body, which passes policies and provides direction to the city manager.

Over time, professional management of local government has become prevalent to the point of being the most common form of local government in the U.S.³ A 2018 survey of 4,109 local governments conducted by the International City and County Management Association (ICMA) found that 48.2 percent of local governments had a council-manager form of government. A total of 38.2 percent had a mayor-council form where an elected mayor is responsible for the day-to-day operations of govern-

ment.⁴ The ICMA survey also found that 39.6 percent of council-manager cities adopted the form through their charter, while 30.8 percent adopted it through a local ordinance. As will be discussed, the vast majority of Wisconsin cities and villages with a professional manager/administrator adopted the form through a local ordinance.

Logic of Professional Management

The professionalization of local government management is an effort to make local government more transparent, more efficient, more representative, and ultimately more effective. Consider Oshkosh, WI, a city with 67,408 residents. According to Oshkosh's 2021 Annual Comprehensive Financial Report, the city had \$112,956,576 in total expenses in 2021.⁵ The city also had 581 full-time employees, 102 part-time employees, and 95 seasonal employees working in a dozen different departments. Overseeing an organization as large and complex as the City of Oshkosh requires specific management skills that an elected mayor may or may not possess. While Oshkosh is one of the larger cities in Wisconsin, smaller municipalities are similarly complex in the scope of services provided to their residents.

As stated, the professional manager form of government separates the governance role from the operations role in municipal management. As discussed in previous Whitburn Center research (see: [The Whitburn Center Good Governance Toolkit](#)), governance activities provide high-level direction to and oversight of municipal government. Governance activities that are the purview of an elected council or board include:

- Organization-level goal setting;
- Serving as a bridge between residents and local government;
- Deciding scope of services to be provided;
- Program creation;
- Budget approval;
- Policy creation;
- Approving legislation; and
- Evaluating the organization's executive.

The professional manager is in charge of operations, which includes:

- Managing, hiring, and firing staff;
- Deploying resources across the organization;
- Reporting on goals;
- Developing budgets; and
- Implementing policies.

The list of activities is not exhaustive, and the definition of governance and operational activities can and will vary across municipal governments. But the general logic of a clear separation of operational and governance activities is the foundational logic of professional management.

But does professional management deliver on its premise to make local government more effective? Jered Carr (2015) summarized the state of the academic research broadly, concluding that “evidence exists to support claims of improved performance of the council-manager form of government,” but, “[t]he evidence is not as strong as many advocates likely expect...”⁶ Carr (2015) summarized studies showing that having a trained city manager limits the amount of interference by special interest groups, makes councils less likely to adopt purely symbolic policies, and makes councils more likely to adopt innovative policies. Additionally, there is a higher effectiveness in performing basic functions of government such as establishing long term goals, reviewing and approving the budget, and resolving citizen complaints and demands. In Wisconsin specifically, Nollenberger & Simmons (2016) found lower levels of council conflict and higher levels of council cooperation in professionally managed cities, concluding that “Wisconsin cities without an administrator have some of the highest levels of confrontation/conflict in the governance process in the United States” (p. 95).⁷

Mitigating factors in much of the existing research include disagreement over the definition of government effectiveness, different approaches to professional management across states, and variation in each municipality’s level of understanding and commitment to the manager/administrator form of government. One common critique of professional management is that it is undemocratic, i.e., that residents are unable to vote for (or against) their municipal head, and therefore do not have a voice in their government. While it is true that professional managers are hired, they are hired by elected officials who face direct electoral accountability. Another common critique is that professional managers engage in politics and undermine the wishes of elected officials. No doubt such circumstances can occur, making understanding of governance roles, including the power to dismiss a professional manager for such behavior, important.

Professional Management in Wisconsin

Wisconsin has a total of 190 cities. Of those cities, ten are Chapter 64 cities who have a city manager via their charter ordinance.⁸ Chapter 64 of the Wisconsin state statutes lays out specifics of the structure, powers, and processes of both city managers and elected council members under this form of government. A city can become a Chapter 64 city, according to state statute: “either by enactment of a charter ordinance or by a petition and referendum election.” Enactment of a charter ordinance requires a 2/3rds majority vote by the city council and may be subject to a referendum.⁹

However, most Wisconsin cities with a professional administrator establish the position via ordinance (either charter or simple ordinance). Establishing the position this way gives cities more flexibility in tailoring the specifics of the administrator position to their unique needs. A review of websites of all Wisconsin cities shows, in 2024, that 91 have an administrator established via ordinance. Thus, a total of 101 out of 190 cities have an administrator in some form. The presence of an administrator in village government is less common. A review of village websites shows that 63 out of 415 Wisconsin villages have a hired administrator. Nine villages, all in the Milwaukee area, are Chapter 64 villages. Thus, in total 53.2 percent of Wisconsin cities have a hired administrator, 15.2 percent of villages have a hired administrator, and a total of 27.1 percent of cities and villages combined have a hired administrator.

There are also numerous Wisconsin counties and towns with professional administrators. Thirty Wisconsin counties have an appointed administrator, while others have a county administrative coordinator with powers given to them by their county board.¹⁰ Though towns were not the focus of this study, we did identify several towns, generally with comparatively larger populations, with town administrator positions. Overall, a focus on Chapter 64 cities can give the impression that professional management is rare in Wisconsin. But in reality, the multiple paths to hiring a professional manager/administrator has made professional management common in Wisconsin local government.

Comparing Cities/Villages with and without Professional Management

As mentioned, 101 out of 190 Wisconsin cities, and 63 out of 415 Wisconsin villages, have a professional manager. In this section, we compare the population, fiscal characteristics, and governing dynamics in cities and villages with and without professional managers. First, we utilize the state of Wisconsin's Department of Revenue (DOR) County and Municipal Revenue and Expenditure data to compare municipalities by type.¹¹ Note, data for Milwaukee and Madison were removed because their size make them significant outliers that may skew our findings.

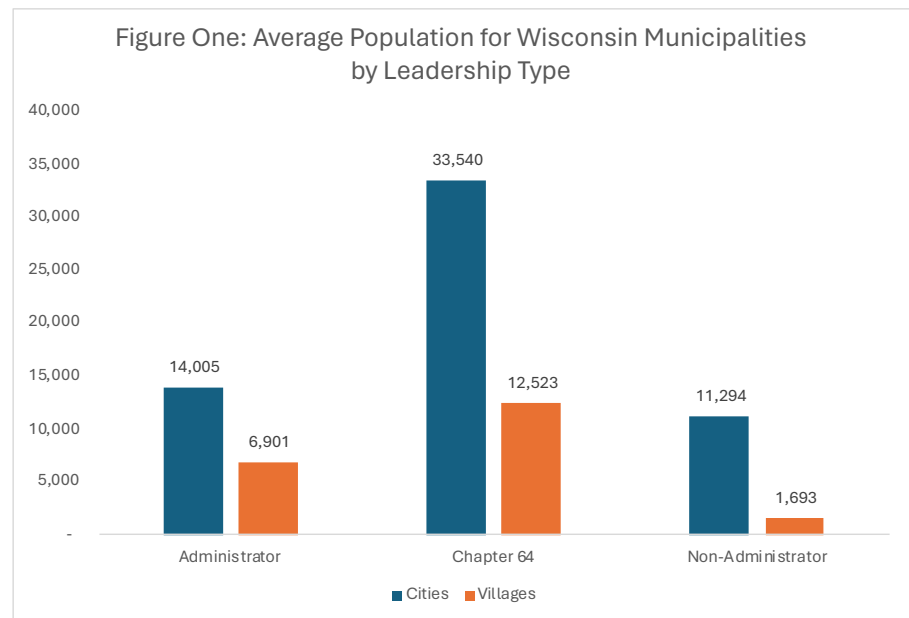


Figure One displays the average population of Wisconsin villages and cities by management type. By far, the ten Chapter 64 cities have the largest populations, with all Wisconsin cities with administrators (Chapter 64 and those with managers by ordinance) being larger than cities without administrators. Villages in general are smaller than cities, with administrator-led villages being significantly larger than villages without administrators.

Table One contains data from 188 Wisconsin cities (Madison and Milwaukee excluded). There are several notable differences between the fiscal characteristics by type. Specifically:

- Administrator cities (those with professional managers) have slightly higher property tax rate per-capita, and lower shared revenues from the state per-capita than non-administrator cities (those without professional managers).
- Administrator cities have comparably lower overall spending per-capita, with Chapter 64 cities spending significantly less per-capita than non-administrator cities.
- Administrator cities, on average, spend more on law enforcement, and less on general government operations, than non-administrator cities.

- Administrator cities carry comparably more general obligation debt per-capita than non-administrator cities,
- Administrator cities have slightly more Tax Incremental Financing (TIF) debt than non-administrator cities, however Chapter 64 cities have significantly less TIF debt than other cities.

Table 1: Fiscal Characteristics of Cities with and without Administrators

Cities	All Administrator	Chapter 64	Non-Administrator
Property Tax Per-Capita	\$ 594.02	\$ 543.87	\$ 528.79
Spending Per-Capita	\$ 1,860.55	\$ 1,556.77	\$ 1,877.23
Law Enforcement Per-Capita	\$ 297.18	\$ 256.72	\$ 267.55
General Obligation Debt Per-Capita	\$ 1,821.59	\$ 1,852.27	\$ 1,437.39
General Gov. Spending Per-Capita	\$ 195.98	\$ 125.76	\$ 205.00
Shared Revenue Per-Capita	\$ 195.09	\$ 210.27	\$ 250.34
TIF Per-Capita	\$ 153.59	\$ 112.73	\$ 144.12

Table Two displays fiscal data comparisons for Wisconsin villages with and without an administrator. As previously mentioned, only 15.2 percent of Wisconsin villages have an administrator, and those that do are significantly larger than those that do not. Villages with an administrator, on average, spend more, have higher property taxes, and receive less shared revenue than villages without an administrator. However, Chapter 64 villages spend less per-capita than non-Chapter 64 villages. Both the city and village comparisons should be interpreted with caution, as differences may be a function of the character of municipalities that choose to have a professional manager rather than a result of government form.

Table 2: Fiscal Characteristics of Villages with and without Administrators

	All Administrator	Chapter 64	Non-Administrator
Property Tax Per-Capita	\$ 872.92	\$ 1,013.70	\$ 382.68
Spending Per-Capita	\$ 2,339.22	\$ 1,978.05	\$ 1,332.15
Law Enforcement Per-Capita	\$ 332.65	\$ 473.42	\$ 101.30
General Obligation Debt Per-Capita	\$ 3,570.41	\$ 2,522.78	\$ 1,112.53
General Gov. Spending Per-Capita	\$ 264.44	\$ 192.23	\$ 227.57
Shared Revenue Per-Capita	\$ 90.70	\$ 44.67	\$ 210.38
TIF Per-Capita	\$ 194.30	\$ 120.43	\$ 92.72

The previous comparison of the fiscal characteristics of cities/villages with and without a professional administrator suggest there are identifiable differences in cities/villages by government form. But what is known about the governing differences between Wisconsin municipalities with an elected mayor in charge of administration, and those with a hired administrator? We discuss this question using two different data sets. The first consists of survey data collected from Wisconsin city council and village board members in 2016. Specifically, the author sent an online survey to 767 local elected municipal board members serving cities and villages with fewer than 10,000 residents. Note that in 2016, 85.6 percent of Wisconsin cities and villages had fewer than 10,000 residents.

The survey was designed to measure board member perceptions of their governance dynamics. Questions were based on previous municipal governance surveys conducted by Heidbreder et al. (2011) and Ihrke and Niederjohn (2005).¹² A total of 202 officials serving 116 Wisconsin cities and villages returned a survey (a 26.3 percent response rate). As a check against response bias, the characteristics of municipalities in the sample were compared with characteristics of the population, and the sample was found to have a mean total tax rate, municipal tax rate, and poverty rate that did not differ from the population. Thus, we have confidence in the representativeness of the findings.

Once data was collected, each response was coded “1” if the respondents served a municipality with a hired administrator, and “0” if they served a municipality with an elected mayor in charge of administration. We did not differentiate between municipalities that adopted professional management through Chapter 64 of the state statutes and those that did so via a local ordinance. This coding strategy relates to the core question of whether there are governance differences between municipalities with a professional administrator, and those without.

Table Three displays the responses to various survey items related to the perceived governance dynamics from local elected officials serving professionally managed municipalities (n=84) and those without a professional administrator (n=115). A t-test comparing the means between groups was conducted to determine where differences were statistically significant at the 95 percent level.

Table 3: Agreement with Governance Statements

To what extent to do agree with the following statements where 1=Strongly Disagree, 2=Disagree, 3=Neither Agree nor Disagree, 4=Agree, 5=Strongly Agree?	Administrator	Non- Administrator
This local government has utilized strategic planning to frame its mission	3.43*	3.09
This local government has a clear emphasis on treating the citizen as a customer	3.81	3.67
This organization has successfully developed clear measures of program/service performance	3.37*	3.09
We view the executive as full partner in the governing process	3.94*	3.76
Organized interest groups have significant influence over board/council decisions	2.21	2.37
Board/Council members do what they say they will do	3.48*	3.29
Board/Council members willingly try new things without fear of ridicule	3.30*	2.93
Board/Council members willingly try new things without fear of retribution	3.39*	2.99
Board/Council members are open about how they feel about other members' preferences	3.37*	3.19
N	84	115

*Statistically different at the 95% level of confidence.

As can be seen, the perceived governing dynamics are generally more favorable for municipalities with a professional administrator. Officials serving cities and villages with professional administrators are more likely to agree that:

- Their local government utilizes strategic planning in framing its mission;
- Their local government utilizes performance measures;
- Their executive is a partner in the governing process;
- Their board colleagues do what they say they will do; and
- Their board colleagues will be open to and more likely to try new things without fear.

Importantly, academic research summarized by the Whitburn Center in a previous report has demonstrated the link between positive governing board dynamics and overall government performance.¹³ Thus, it is notable that officials serving municipalities with professional managers perceive better governing dynamics than those without a professional manager. The results support a link between professional management and better overall government performance.

The second dataset utilized contains survey results from municipal leaders serving Wisconsin local governments. The survey was distributed by Whitburn Center staff in 2023, and ultimately generated 150 usable responses (a 30 percent response rate). A total of 43.9 percent of respondents served cities, and 56.1 percent served villages. The main goal of the survey was to measure the state of the Wisconsin local government workforce through a series of questions about turnover, innovation, and local government needs.¹⁴ A total of 41.3 percent of the sample consisted of professional administrators, while 57.8 percent were elected municipal heads.

Comparisons of level of agreement with several statements, measured on a five-point Likert scale, are displayed in Table Four. Overall, hired managers/administrators are more likely to agree they have the ability to reward their employees when they do a good job. Elected municipal heads are more likely to agree that organizational culture and work/life balance are a barrier to attracting new employees.

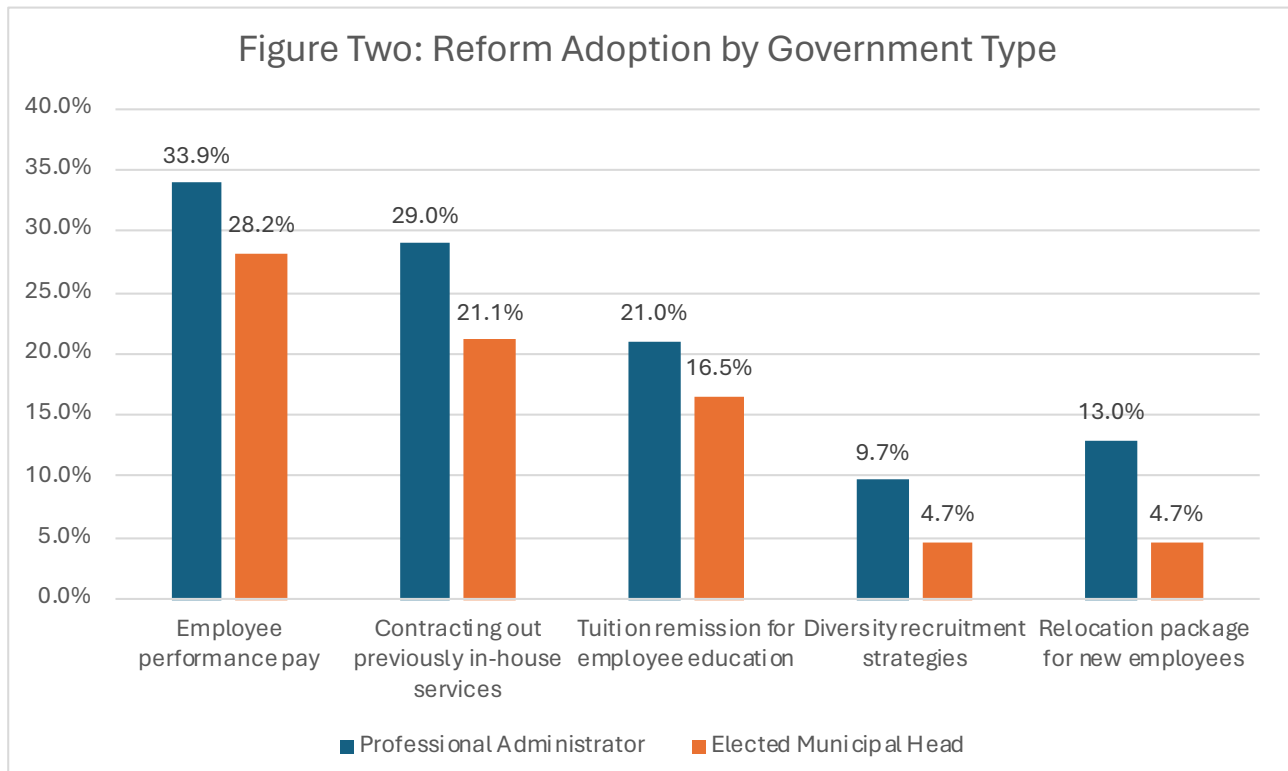
Table 4: Agreement with HR Statements

To what extent to do agree with the following statements where 1=Strongly Disagree, 2=Disagree, 3=Neither Agree nor Disagree, 4=Agree, 5=Strongly Agree?	Administrator	Non- Administrator
I have the necessary resources to do my job well	3.57	3.42
I have the opportunity to “reward” employees that I supervise when they do an outstanding job	2.93*	2.62
Organizational culture is a barrier to attracting new employees	2.38	3.04*
Work/life balance is a barrier to attracting new employees	2.67	3.09*
Employee quality is a barrier to retaining existing employees	2.78	2.92

*Statistically different at the 95% level of confidence.

Figure Two displays a comparison of reforms respondents indicated they adopted during the past two

years. Hired professional administrators are more likely to have adopted reforms in general, and specifically more likely to have adopted employee performance pay, tuition remission for employees, and to utilize relocation packages and diversity recruitment strategies. In addition, administrator led cities and villages have a lower reported employee vacancy rate: 2.7 percent compared to 4.2 percent.



Overall, the presented data suggest administrator led cities and villages have comparatively better governing dynamics, lower employee vacancy rates, fewer perceived barriers to employee attraction, and higher rates of reform adoption compared to cities and villages with an elected municipal head. We again caution that the presented data could be a function of the types of cities and villages that choose to be professionally managed. There is also a possibility that the identified advantages are a result of an increased stability coming from having a hired professional administrator as opposed to an elected one. Regardless, the presented results do support previous research showing benefits to professional municipal management.

Paths to Professional Management

A city manager/administrator form of government is not for every municipality. The local culture, tradition, and likelihood of acceptance for a professional manager form of government is important for communities to consider. However, the presented data suggest cities and villages struggling with attracting employees, struggling to implement government reforms, or struggling with high conflict councils/boards could benefit from a professional manager.

The mechanism of switching government form is detailed in state statute. Adopting a Chapter 64 form

requires a new charter ordinance, which can only be done through a 2/3rd majority legislative vote that can be subject to a referendum. The Chapter 64 route also could limit the ability to tailor the manager/administrator position to local needs, and communities should make sure the state requirements for Chapter 64 cities are consistent with their goals. The other, and more common route, is a local ordinance that allows a city or village to customize the manager/administrator position. Though simpler, it is important that communities are clear in their ordinance that the manager/administrator is the chief administrative officer, so as not to create role confusion.

The Wisconsin City and County Management Association (WCMA) has a model ordinance that can serve as a starting point for communities seeking to change their form of government (See: <https://www.wcma-wi.org/DocumentCenter/View/5/Sample-Ordinance---Creation-of-City-Admin?bidId=>). In addition, the Whitburn Center Governance toolkit contains model job descriptions for council members and administrators designed to prevent role confusion (See: <https://uwosh.edu/whitburn-center/wp-content/uploads/sites/211/2022/10/WhitburnGovernanceToolkit9.20.pdf>). Finally, communities seeking a change in government form are wise to connect with peer cities and villages operating with a professional manager as part of a public education campaign to address frequent misconceptions about government reform.

In conclusion, professional management of local governments is common in Wisconsin. The national evidence, and the Wisconsin-specific data presented in this report, detail some of the benefits of having a professional manager/administrator led government. If interested in learning more, there are resources available from ICMA, WCMA, and the Whitburn Center for Governance and Policy Research at the University of Wisconsin Oshkosh.

Endnotes

- 1 Lincoln Steffens (1904). *The Shame of the Cities*. New York: McClure, Phillips & Co.
- 2 Robert A. Burnham (2001). Executive Authority and City Charter Reform. Book chapter in *Making Sense of the City*, edited by Robert B. Fairbanks & Patricia Mooney-Melvin. Columbus, OH: The Ohio State University Press.
- 3 Nollenberger, K., & Simmons, J. (2016). Municipal government structure in Wisconsin: Does form matter? *Journal of Public and Nonprofit Affairs*, 2(2), 82-100.
- 4 <https://icma.org/sites/default/files/2018%20Municipal%20Form%20of%20Government%20Survey%20Report.pdf>
- 5 <https://www.oshkoshwi.gov/BudgetFinancials/2021/2021ACFR.pdf>
- 6 Carr, J. B. (2015). What have we learned about the performance of council-manager government? A review and synthesis of the research. *Public Administration Review*, 75(5), 673-689.
- 7 Nollenberger, K., & Simmons, J. (2016). Municipal government structure in Wisconsin: Does form matter? *Journal of Public and Nonprofit Affairs*, 2(2), 82-100.
- 8 See: <https://docs.legis.wisconsin.gov/statutes/statutes/64>
- 9 See: <https://docs.legis.wisconsin.gov/document/statutes/66.0101>
- 10 https://legis.wisconsin.gov/LRB/media/1211/090_local_government_in_wisconsin.pdf
- 11 <https://www.revenue.wi.gov/Pages/Report/county-municipal-revenues-expenditures.aspx>
- 12 Heidbreder, B., Grasse, N., Ihrke, D., & Cherry, B. D. (2011). Determinants of policy conflict in Michigan municipalities. *State and Local Government Review*, 43(1), 32-45.
- Ihrke, D. M., & Scott Niederjohn, M. (2005). Conflict on city councils in Wisconsin. *Journal of Urban Affairs*, 27(4), 453-462.
- 13 <https://uwosh.edu/whitburn-center/wp-content/uploads/sites/211/2022/10/WhitburnGovernanceReport.pdf>
- 14 More information about the survey is available here: <https://uwosh.edu/whitburn-center/wp-content/uploads/sites/211/2023/08/GovernmentWorkforce8.30.23.pdf>

ORDINANCE #24-18

A CHARTER ORDINANCE CREATING CHAPTER 3 CITY MANAGER PLAN AND VARIOUS CORRESPONDING AMENDMENTS TO THE DE PERE MUNICIPAL CODE

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN DOES ORDAIN ALL OF THE
FOLLOWING SECTIONS AS A CHARTER ORDINANCE AS FOLLOWS:

SECTION 1. **Chapter 3 – CITY MANAGER PLAN** is hereby created in the De Pere Municipal Code, said ordinance being a Charter Ordinance under which the City of De Pere shall operate under a City Manager form of government as follows:

CHAPTER 3 - CITY MANAGER PLAN

ARTICLE I. - IN GENERAL

Sec. 3-1. – City Manager Plan.

The Government of the City of De Pere shall operate under a City Manager form of government under Chapter 64 of the Wisconsin Statutes.

Sec. 3-2. – Elective Officials; Terms; Primary Elections.

- (a) *Which Officials Elected and Term.* The elective officials of the City of De Pere shall include:
 - (1) A mayor nominated and elected from the city at large to serve a three (3) year term;
and
 - (2) Eight (8) council members nominated and elected from the city to serve a three (3) year term.
- (b) *Council Member Elections.* There shall be elected two council members from each council member district, and they shall be residents of the council member district from which they are elected. One council member shall be elected to a term of three years from each council member district in each year for two consecutive years out of a three-year period. The regular mayoral election described in (c) shall occur in the third year.
- (c) *Mayoral Election.* There shall be elected a mayor for a term of four years in the next regular mayoral election after the effective date of this Section. Thereafter, there shall

be elected a mayor for a term of three years in the year without a regular council member election as described in (b) of this Section.

- (d) *Eligibility.* Any person possessing the qualifications of an elector in the City of De Pere shall be eligible to election as Mayor or as a council member.

Sec. 3-3. – Designation of Local Public Officials.

- (a) *Local Public Officials.* For purposes of complying with State Statutes pertaining to Local Public Officials, the Common Council hereby finds and declares the following offices, positions and persons to be Local Public Officials:

- (1) Members of the Common Council;
- (2) Members of the Boards and Commissions of the City of De Pere;
- (3) The City Manager;
- (4) Designated Heads of Staff Offices and Departments of the City of De Pere including City Officers.

[Statutory References §19.42(7w)(d), 19.32 (1dm), 19.36(11), 19.35(1) Wis. Stats.]

Sec. 3-4. Time of Taking Office; Elected Officials.

The regular terms of the mayor and council members shall commence on the third Tuesday in April following their election and shall hold office until another is elected and qualified.

[Statutory Reference § 64.05 Wis. Stats.]

ARTICLE II. LEGISLATIVE

Sec. 3-9. – Council Duties.

- (a) *Appointment and Removal of City Manager.* The common council shall select a City Manager. The City Manager shall be selected by the common council purely on merit. In selecting the City Manager, the common council shall give due regard to training, experience, executive and administrative ability, efficiency, general qualifications, and fitness for performing the duties of the office. No person shall be eligible to the office of City Manager who is not by training, experience, ability and efficiency well-qualified and generally fit to perform the duties of such office. No weight or consideration shall be given by the common council to nationality, political or religious affiliations, or to any other consideration except merit and direct qualifications for the office. Residence in the city or state shall not be a qualification for the Office of City Manager. The common council may

remove the City Manager from office in accordance with Chapter 64 of the Wisconsin Statutes. [Statutory Reference §64.09 Wis. Stats.]

- (b) *Qualifications of Members.* The common council shall be the judge of the election and qualification of its members and may, pursuant to state statute, suspend or remove its members for cause. [Statutory Reference §17.12(1)(a) Wis. Stats.]
- (c) *Legislative Power.* The common council shall possess and exercise all legislative and general ordinance powers imposed and conferred by general law or special charter upon the Mayor, council and the various boards and commissions not inconsistent with Chapter 64, Wisconsin Statutes. The common council shall not have the power to enact special executive or administrative orders. [Statutory Reference §64.07 Wis. Stats.]
- (d) *Attention to Duty.* Council members shall devote such time to the duties of their office as the interests and general welfare of the City demand. [Statutory Reference §64.08 Wis. Stats.]
- (e) *Power to Fix Salaries.* The common council shall have power by ordinance to fix the salary of any successor Mayor and its own successors in office. [Statutory Reference §64.08 Wis. Stats.]
- (f) *Administrative Powers.* The common council shall, upon the report and recommendation of the City Manager, have the power to create general departments of city administration and to alter, reorganize or abolish by ordinance any administrative board or commission, with the exception of the Board of Police and Fire Commissioners. [Statutory Reference §64.10 Wis. Stats.]
- (g) *Annual Audit.* At the end of each fiscal year, the common council shall cause a full and complete examination of all books and accounts of the City to be made by competent public accountants who shall report in full to the council. [Statutory Reference §64.12(4) Wis. Stats.]
- (h) *To Elect Deputy Mayor.* At its first meeting on the third Tuesday following the spring general election the common council shall select by majority vote, one of its members to act as Deputy Mayor, who shall preside over meetings and exercise all duties and responsibilities of the Mayor during a temporary absence or disability.

Sec. 3-10. – Duties of the Mayor.

The Mayor shall be the presiding officer of the common council and shall have a vote but no veto power.

It shall be the general duty of the Mayor or other presiding officer:

- (a) *Preside at Meetings.* To open the session at the time fixed for the meeting, or at the time to which adjournment may be had, by taking the chair and calling the members to order.
- (b) *Announcement of Quorum.* To announce or to have announced, at the conclusion of the roll call, the fact of the presence of a quorum or not, as the case may be.
- (c) *Presentation of Business.* To announce or to have announced, the business before the common council in the order in which it is to be acted upon.
- (d) *Receive Motions.* To receive and submit, in proper manner, all motions and propositions presented by members.
- (e) *Supervision of Voting.* To put to a vote the questions which are regularly moved, or which necessarily arise in the course of the proceedings, and to announce or to have announced the result.
- (f) *Enforce Rules of Order.* To restrain the public and members of the common council within the rules of order while the council is meeting and engaged in debate.
- (g) *Rule on Points of Order.* To rule on any point of order or practice, subject to an appeal by any member.
- (h) *Issue Proclamations.* To issue all proclamations.
- (i) *Sign Ordinances and Resolutions.* To sign all ordinances and resolutions adopted by the Council.
- (j) *Appointments.* To appoint, subject to common council approval, members to the various boards and commissions within the City.

Sec. 3-12. – Substitution of Presiding Officer.

The Mayor or other presiding officer of the common council may call the Deputy Mayor or a member to the Chair to temporarily preside over the meeting in the case of a conflict of interest, illness, or other matter requiring the presiding officer to temporarily remove themselves from the position of presiding officer, but such substitution shall not extend beyond an adjournment.

Sec. 3-13. – Temporary Presiding Officer.

In the absence of the Mayor and the Deputy Mayor, one of the common council members shall be elected to preside temporarily until the return of the Mayor or Deputy Mayor.

ARTICLE III. CITY MANAGER**Sec. 3-17. – Term of Office.**

The City Manager shall be engaged by the common council for an indefinite term, subject to removal by the council in accordance with the provisions of Chapter 64 of the Wisconsin Statutes. [Statutory Reference §64.09 Wis. Stats.]

Sec. 3-18. – Duties and Powers, Generally.

The City Manager shall be responsible for the administration of city government with the exception of those functions administered by appointed or elected boards. The City Manager shall have all of the powers necessary to discharge the responsibilities of the office, not inconsistent with the provisions of Chapter 64 of the Wisconsin Statutes. [Statutory Reference §64.11 Wis. Stats.]

Sec. 3-19. – Duties and Responsibilities.

The City Manager shall have the following duties and responsibilities:

- (a) Effect the enforcement of all laws and ordinances.
- (b) Budget administration and budget preparation.
- (c) Enforce all franchises, permits and privileges granted by the city to utilities.
- (d) Protection of health, safety and welfare of the community within the standards of services adopted by the common council.
- (e) Maintain and operate parks, playgrounds and any other recreational facilities now owned or acquired hereafter by the common council.
- (f) Maintenance, operation and construction of streets, sewers, water plant and distribution system, sewage disposal plant and all other City owned facilities, buildings and equipment.
- (g) All fiscal transactions of the City.
- (h) Assuring the efficiency of all City services.
- (i) Keep the common council informed on all matters.

- (j) All administrative functions, including those heretofore mentioned.
- (k) Perform such other duties as may be required by the common council.

Sec. 3-20. – Authority Necessary to Discharge Duties.

The City Manager shall have the authority to:

- (a) *Appoint Officers; Exception.* Appoint, suspend, lay-off or dismiss all heads of departments, all subordinate city officials and all employees, except that this subsection shall not be construed as depriving the Board Police and Fire Commissioners all the powers conferred by Section 62.13 of the Wisconsin Statutes. [Statutory Reference §64.11(3) Wis. Stats.]
- (b) *Authority to Appoint Temporary Department Heads of Departments/Divisions.* The City Manager may appoint an acting director of any department or manager of any division if the director or manager is absent from the City or incapacitated or a temporary vacancy exists in the position and no person has been designated to be the acting director or manager or the person designated is unable or unwilling to serve in the acting capacity.
- (c) *Promulgate Rules and Regulations.* Prepare and put into effect any necessary administrative rules and regulations pertaining to purchasing, personnel, fiscal transactions, city services, and the conduct of employees.
- (d) *Emergency Powers.* Take whatever action is necessary in purchasing or assignments of employees to protect the health, welfare, and the safety of the citizens of De Pere.
- (e) *Make Recommendations to Common Council.* Make recommendations to the common council on all matters of municipal concern.
- (f) *Fill Vacancies.* Fill all vacancies not to exceed budget allotments, except that this shall not be construed as preventing the Manager from filling the vacancy with a lower paid classification or leaving the position vacant, if, in the Manager's opinion, the position does not need to be filled. This section shall not be construed to prevent the City Manager from creating or filling positions not specifically budgeted when in the Manager's opinion such action is in the best interest of the City and is temporary in nature.
- (g) *Residual Executive Powers.* Exercise all other executive powers conferred upon the Manager in Chapter 64 of the Wisconsin Statutes not inconsistent with other City ordinances.

Sec. 3-21. – City Manager: Delegation of Authority; Responsibility.

Creation of Departments; Delegation of Authority; Restrictions. The City Manager shall be permitted to form departments and subdivisions of departments and staff offices upon confirmation by the common council. Although the Manager is permitted to delegate authority to these department heads and other supervisory personnel, the Manager shall not be permitted to delegate the responsibility for any function to these department heads or other supervisory personnel. The Manager shall be responsible to the common council for all functions.

Sec. 3-22. – Absence or Disability.

The City Manager may designate a qualified administrative officer of the city to perform the duties of City Manager during a temporary absence or disability. In the event of the failure to make such a designation, the common council may, by resolution, appoint an officer of the city to perform the duties of the Manager during such absence or disability, until the Manager shall return or disability shall cease.

SECTION 2. **Chapter 6 – COMMON COUNCIL** is hereby amended as a charter ordinance as follows:

1. **Sec. 6-1. – Meetings.** is hereby amended by adding “or City Manager” following the words “The Mayor” in subsection (d) *Special meetings.*”
2. **Sec. 6-3. – Rules of order.** is amended by deleting subsection (k) *Mayor not to vote.* in its entirety, with the remaining subsections being renumbered appropriately thereafter.
3. **Sec. 6-4. – Committees.** is hereby amended by deleting “administrator” and replacing it with “manager” in subsection (c) *Finance/personnel committee.*
4. **Sec. 6-7. – Veto power of mayor.** is hereby deleted in its entirety, with the remaining sections being renumbered appropriately thereafter.

SECTION 3. **Sec. 9-1. – Non-discrimination in housing, public accommodation and employment.** is hereby amended as a charter ordinance by deleting all instances of “administrator” and replacing it with “manager” in paragraphs (1), (2) and (3) under subsection (g) *Enforcement.*

SECTION 4. **Chapter 10 – CITY ADMINISTRATION** is hereby amended as a charter ordinance as follows:

1. **Sec. 10-1. – Terms of elected city officers, Sec. 10-2. – Mayor’s duties., Sec. 10-3. Councilmembers, and Sec. 10-4 City administrator.** shall be deleted in their entirety, with all remaining sections being renumbered appropriately thereafter.
2. Currently numbered **Sec. 10-5. City Officer positions created; appointments confirmed by council.** is hereby amended by:
 - a. Repealing subsection (a) and recreating it as “(a) The following city offices are established and are Local Public Officials as designated under Section 3-3:”.
 - b. (1) shall be designated as “City manager;”
 - c. (2) shall be designated as “City attorney,” and the words “assistant city administrator” shall be deleted, with all remaining titles being renumbered appropriately thereafter.
 - d. Subsection (b) is hereby deleted in its entirety.
3. Currently numbered **Sec. 10-14. – Sustainability commission.** is hereby amended by deleting “administrator” and replacing with “manager” in subsection (e) *Powers and duties*.
4. Currently numbered **Sec. 10-18. – Public records.** is hereby amended by:
 - a. deleting “administrator” and replacing with “manager” in subsection (c)(1) *Legal custodians*.
 - b. deleting “administrator” and replacing with “manager” in (2) under (d) *Local public offices*.

SECTION 5. **Chapter 13 – CITY FINANCES** is hereby amended as a charter ordinance as follows:

1. **Sec. 13-3. – Claims; audit.** is hereby amended by deleting “administrator” and replacing with “manager” in the second sentence under subsection (a) *Vouchers*.
2. **Sec. 13-3. – Emergency procurements.** is hereby amended by deleting “administrator” and replacing with “manager” in the first, third and fourth sentences of said section.

SECTION 6. **Sec. 22-1. – Street superintendent.** is hereby amended as a charter ordinance by deleting “administrator” and replacing with “manager” in the second sentence of said section.

SECTION 7. **Sec. 30-1. – Board of park commissioners.** is hereby amended as a charter ordinance by deleting “administrator” and replacing with “manager” in the second sentence of subsection (c) *Director of parks, recreation and forestry/city forester*.

SECTION 8. **Sec. 58-7. – Appeals.** is hereby amended as a charter ordinance by deleting “administrator” and replacing with “manager” in the second sentence of said section.

SECTION 9. **Sec. 102-5. – Review procedure.** is hereby amended as a charter ordinance by deleting “administrator” and replacing with “manager” in the sixth sentence of subsection (b) *Access review committee* and the second sentence of subsection (c) *Appeal to the Common Council*.

SECTION 10. **Sec. 106-6. – Permits required under this chapter.** is hereby amended as a charter ordinance by:

1. deleting “administrator” and replacing with “manager” in the first sentence of subsection (a)(10), *Event cancellation*.
2. deleting “administrator/assistant city administrator” and replacing with “manager” in subsection (1)a, *General requirements. under (b) Encroachments/obstructions upon right-of-way and other property owned by city (non-park) and the redevelopment authority of the city*.
3. deleting “administrator/assistant city administrator” and replacing with “manager” in subsection (c)(1), *Encroachments/obstruction upon park property*.

SECTION 11. The City Clerk-Treasurer is directed to publish this ordinance as a Class I notice as required under Wis. Stats. §66.0101(3).

SECTION 12. This charter ordinance shall take effect on January 1, 2025, after its passage and publication.

SECTION 13. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Ordinance #24-18

Page 10 of 10

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of September, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Committee Approval: 09/10/2024

Publication Date: _____



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 17, 2024

DEPARTMENT: Police

FROM: Jeremy Muraski

SUBJECT: Resolution #24-84 Approval of a \$1,200 grant from NEWRTAC to purchase bike helmets to give away at Bike Rodeo Safety Events.

Approved unanimously by Finance on 9/10/2024

Community Police Officers submitted a grant request to purchase bicycle helmets to give away at Bike Rodeo Safety Events. These helmets would be purchased in a variety of youth sizes and the helmets are given away to each participant in these events.

ATTACHMENTS:

- Reso24-84 (PDF)

RESOLUTION #24-84

RATIFYING AND ACCEPTING THE NORTHEAST WISCONSIN
REGIONAL TRAUMA ADVISORY COUNCIL GRANT
(Bicycle Helmets for Bike Rodeo)

WHEREAS, the Northeast Wisconsin Regional Trauma Advisory Council (NEW RTAC) provides grants to local organizations that promote planning, education, training and prevention efforts to improve trauma care within Northeast Wisconsin; and

WHEREAS, the Police Department submitted a funding request and has been awarded a \$1,200 grant from the NEW RTAC to purchase bicycle helmets in a variety of sizes to be distributed during the Department's Bike Rodeo Safety events; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee, which recommends acceptance of this generous grant.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council ratifies the submission of the grant application to the NEW RTAC for the purposes specified above and gratefully accepts the \$1,200 grant awarded.

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 17th day of September, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 09/10/2024



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 17, 2024

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #24-85 Authorizing Backup Internet Service Subscription with TDS Telecommunications LLC.

This matter was approved unanimously by the Finance/Personnel Committee at its meeting on September 10, 2024, and is being moved forward to the Common Council for final approval.

ATTACHMENTS:

- Reso24-85 (PDF)
- Memo to Finance - Backup Internet Connection_SMv1 (PDF)
- AT&T Informal Quote - 500M Dedicated Internet (PDF)
- Spectrum Quote - 500M Dedicated Internet (PDF)
- TDS - 500M Dedicated Internet (PDF)

RESOLUTION #24-85

AUTHORIZING BACKUP INTERNET SERVICE
SUBSCRIPTION WITH TDS TELECOMMUNICATIONS LLC

WHEREAS, the City currently has a single internet connection for all City operations, including general government, Fire Rescue and Police services; and

WHEREAS, as departmental operations become more dependent upon internet-based services, reliable internet service is crucial to City's daily operations, and a backup internet connection would allow the City to maintain critical services and communications during an internet service provider outage of its primary provider; and

WHEREAS, TDS Telecommunications LLC, has offered to supply such dedicated internet access backup services upon the terms and conditions outlined in the Quote attached hereto; and

WHEREAS, the Finance/Personnel Committee has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

That the Information Technology Director is authorized and directed to pursue said subscription with TDS Telecommunications, LLC for backup internet connection services, pursuant to the Quote as is attached hereto, together with subsequent renewals as may be required, provided the terms and conditions are substantively similar, and sufficient funds are budgeted therefor.

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.

Resolution #24-85

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of September, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 09/10/2024

CITY OF DE PERE MEMO



To: Mayor James Boyd
Members of the Finance/Personnel Committee
From: Steve Massey, IT Director
Date: September 5, 2024

RE: **Consideration and Possible Action on the Approval of Quotation for Backup Internet Service from TDS Telecommunications, LLC**

The City of De Pere currently has a single Internet connection that provides Internet connectivity for all City operations including General Government, Fire Rescue and Police. As departmental operations rely more on Internet based services the importance of having reliable Internet access has become critical to daily operations. If we experience an Internet Service Provider (ISP) outage it should be expected that City operations would be severely impacted until Internet services can be restored. A backup Internet connection would allow the City to maintain critical services and communications during a primary ISP outage.

Staff received quotes from multiple ISP's. Based on cost, staff recommends the approval of the quote from TDS Telecommunications, LLC for 500 MB dedicated Internet access on a three-year agreement. The cost is approximately \$600 per month/\$7,200 annually. Funding for the backup Internet connection has been included in the 2025 budget planning process. The installation of a backup Internet connection is approximately 90 days so I anticipate the invoice for the first month of service in early 2025.

Steve Massey

From: Chad Bruder <CBruder@nordicomtech.com>
Sent: Thursday, August 8, 2024 10:24 AM
To: Steve Massey
Cc: esther.yoon@att.com; BURGESS, LAUREN
Subject: FW: Backup Internet Pricing at 335 S Broadway

Importance: High

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

Steve,

Please see Dedicated (ADI) monthly pricing for Managed or Unmanaged (no router) below:

36 Month Term

Managed:

500M: \$943.05

1G: \$1180.60

Basic:

500M: \$849

1G: \$1035.65

Please call or email us any questions

Thank you!

Chad R. Bruder
 Strategic Account Manager
 Public Sector and Healthcare Solutions
 M: 248-345-9678
 cbruder@nordicomtech.com



From: Steve Massey <smassey@deperewi.gov>
Sent: Thursday, August 8, 2024 7:56 AM
To: YOON, ESTHER <jy2577@att.com>; BURGESS, LAUREN <lb8155@att.com>; CROM, BRIAN <bc2942@att.com>
Subject: Backup Internet Pricing at 335 S Broadway
Importance: High

Good morning,

I need to get pricing for backup Internet at 335 S Broadway. I'd like pricing for 500M/500M and 1G/1G DEDICATED internet with 13 static IP's. Please let me know if you have any questions.

Steve Massey, CISSP

IT Director | [City of De Pere](https://www.cityofdeperewi.gov)

335 S. Broadway | De Pere, WI 54115

Tel: (920) 339-4072 x 1255 | Fax: (920) 339-4049



Genuine. Down to Earth. Forward Thinking. Rooted in Strong Values.

The City of De Pere is subject to Wisconsin Statutes related to public records. Unless otherwise exempted from the public records law, senders and receivers of City of De Pere e-mail should presume that e-mail is subject to release upon request, and is subject to state records retention requirements. See City of De Pere full e-mail disclaimer at <https://www.deperewi.gov/emaildisclaimer>.

This e-mail (including any attachments) may contain confidential, proprietary and privileged information, and unauthorized disclosure or use of that information is prohibited. If you received this email in error, please notify the sender and delete this e-mail from your system.

Proposal for Services



Prepared for: City of De Pere
 Contact Name: Steve Massey
 Contact Email: smassey@deperewi.gov
 Address: 335 S Broadway
 City, State, Zip: De Pere, WI 54115
 Phone:

Todays Date: 7/30/2024
 Valid Until: 8/30/2024
 Prepared by: Gerry Wergin

Email: gerald.wergin@charter.com
 Phone Number: 715-803-2014

Service Location: 335 S Broadway

Product Description	Qty	Sales Price	Contract Term	Monthly Price
Spectrum Dedicated Fiber Internet 500 Mbps	1	\$855.00	36	\$855.00
Spectrum Dedicated Fiber Internet 200 Mbps	1	\$675.00	36	\$675.00
Static IP Address - Quantity 5	1	\$0.00	36	\$0.00
Total for Service Location				Dependent on Service Selected

One-Time Installation Fees

Location	Description	Price
335 S Broadway	Installation	\$0.00
Total Installation Fees		\$0.00



Quote

9/5/2024

Customer Information - Service Address

Ordered by: Steve Massey
Business Name: City of De Pere

Account Number:

Main Yellow Page Heading:

Phone: 920-339-4040

Street: 335 S Broadway

Email: smassey@deperewi.gov

Flr/Rm/Suite:

City, State, Zip: De Pere WI 54115

Rent or Own: Own

Landlord name and email (if applicable):

TDS Sales Representative: Scott DeGroot

920-347-3372

Monthly Services Charges/Credits:

<u>Quantity</u>	<u>Term</u>	<u>Description</u>	<u>Price each</u>	<u>Total</u>
1	36 Month	Guaranteed 500M Internet Connection	\$575.00	\$575.00
1	Mo To Mo	/28 16 IP Addresses 13 Usable	\$20.00	\$20.00

Total Monthly Services Charges/Credits:*\$595.00****One Time Charges/Credits:**

<u>Quantity</u>	<u>Term</u>	<u>Description</u>	<u>Price each</u>	<u>Total</u>
1	One Time	DIA Installation Charge	\$700.00	\$700.00
1	One Time	DIA Installation Charge Waived	-\$700.00	-\$700.00
1	One Time	Service Order Charge	\$20.00	\$20.00
1	One Time	Service Order Charged - Waived	-\$20.00	-\$20.00

Total One Time Charges/ Credits:*\$0.00**

TDS METROCOM, LLC

- managedIP SIP and PRI locations must have a minimum of 3 trunks. If a location falls below the minimum requirement,
- *Total does not include applicable taxes, fees, assessments or surcharges. Additional Directory Listing charges may also apply and are not include in the Totals herein. Local usage charges apply if applicable. After the end of the promotional period, Customer will be billed the full monthly service charges for each product.
- Customer is responsible for cancellation of services with current providers.
- If Customer has an active alarm line, Customer must advise alarm company of change of service.
- TDS reserves the right to block high fraud international long distance locations.
- For managedIP Hosted (managed deployment) and managedIP Trunking, if Services ordered necessitate that TDS dispatches a technician to Customer's premise, Customer will be notified of the visit in advance. It is required that a Customer representative is on site when the technician arrives and that full access to the telecommunication's closet be provided. In addition, the Customer must ensure that prior to the installation visit, the site is ready with a rack, mounting board or shelf to house TDS equipment and that four unoccupied AC outlets are available within four feet of the equipment. If any of the forgoing conditions are not met, TDS may charge the Customer a \$250.00 fee.

Terms and Conditions:

<https://tdsbusiness.com/terms-of-service.html>

Quote created using Version 2024 V9. Pricing and products on this quote are good for 30 days only. TDS reserves the right to change products and pricing after 30 days.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 17, 2024

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Resolution #24-86 Approving Annuity Internal Exchange/Transfer Request Authorizing Pelion Benefits, Inc. to Establish Life Insurance Company of Southwest Annuity Contract for FICA Alternative Retirement Plan.

ATTACHMENTS:

- Reso24-86 (PDF)
- FICA Alternative Change - Memo to Finance and Council (PDF)
- CITY OF DE PERE FICA Alt. Ret. Plan New LSW Annuity Contract Request (PDF)
- De Pere Annuity Internal Exchange Form (PDF)
- [SPECIMEN] 20602(0119) [07Y] Unallocated Group Annuity Contract final (PDF)

RESOLUTION #24-86

APPROVING ANNUITY INTERNAL EXCHANGE/TRANSFER REQUEST AUTHORIZING PELION BENEFITS, INC. TO ESTABLISH LIFE INSURANCE COMPANY OF SOUTHWEST ANNUITY CONTRACT FOR FICA ALTERNATIVE RETIREMENT PLAN

WHEREAS, Internal Revenue Code 3121 allows for a FICA Alternative Retirement Plan as an alternative to Social Security for government entity employees that are not eligible for enrollment in the Wisconsin Retirement System; and

WHEREAS, all qualified employees and alderpersons participate in the alternative social security program regardless of eligibility for other benefits, and

WHEREAS, the City's plan administrator, Pelion Benefits, Inc. and Precision Retirement Group have presented an internal transfer opportunity that would increase the current interest rate for FICA Alternative Retirement Plan participants from 1% to 4%, without cost, or service disruption in administration, to the City or its participants; and

WHEREAS, the Finance/Personnel Committee has reviewed such proposal and recommends approval thereof as follows.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are hereby authorized and directed to execute the Annuity Internal Exchange/Transfer Request as is attached hereto, along with any additional documents deemed necessary to effectuate the transfer, subject to review and approval of the City Attorney.

BE IT FURTHER RESOLVED:

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

Resolution #24-86
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day
of September, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 09/10/2024

CITY OF DE PERE MEMO



To: Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
Date: September 10, 2024

RE: Consideration and Possible Action to Approve an Internal Transfer Request for the FICA Alternative Plan*

Note: At the September 10, 2024 Finance/Personnel Committee the below recommendation was approved unanimously.

Pelion Benefits Inc. administers a FICA Alternative Plan for the City of De Pere. The FICA Alternative Plan is a federally authorized alternative to Social Security for all part-time, seasonal, and temporary employees for the City of De Pere. The City has participated in the FICA Alternative program since 2004 and the plan currently has 1,369 participants and approximately \$606,000 in assets. The City saves approximately \$75,000 per year with this plan.

Our FICA Alternative plan Administrator, Pelion Benefits and Precision Retirement Group, presented an opportunity for an internal transfer request that would increase the interest rate for our FICA Alternative plan participants. The transfer would raise the current interest rate from 1% to 4.0%, with no cost to the city and no disruption in administration for either the City or participants.

Attached are the documents that the City would be required to sign to make the transfer and a sample of the new policy.

If you have questions in advance of the meeting, please contact me at 339-4045.



Providing Benefit Solutions for Governmental Employers

Disclosure Statement for New Annuity Investment Contributions:

CITY OF DE PERE FICA ALTERNATIVE RETIREMENT PLAN

Currently the Plan's investment vehicle is a fixed interest-bearing account with Life Insurance Company of the Southwest for the FICA Alternative Retirement Plan, with the following features:

- 1) Current interest rate 1%, Guaranteed Minimum Interest Rate 1%
- 2) This investment vehicle allows plan benefits to be paid to Plan participants with no upfront or deferred sales charge.

The Employer wishes to take advantage of the rise in interest rates which it deems to be in the best interest of the Plan and its participants by having new contributions directed to a new annuity contract with Life Insurance Company of the Southwest. The new contract features:

- 1) A Current Interest Rate of 4.00% and Guaranteed Minimum Interest Rate of 1%.
- 2) The investment vehicle allows plan benefits to be paid to Plan participants with no upfront or deferred sales charge. The transfer of assets will not affect the participants in the plan.
- 3) The Life Insurance Company of the Southwest investment vehicle has a 7-year surrender charge should the Employer transfer these funds to another provider. The city has been provided the Sample Annuity Contract for the Plans explaining all features of the investment vehicle through Life Insurance Company of the Southwest and had full opportunity to request and receive any additional information needed.

The purpose of the Disclosure Statement is to authorize Pelion Benefits, Inc. to establish a new Life Insurance Company of the Southwest annuity contract for future contributions. The execution of this Disclosure Statement by the individual(s) whose signature is set forth below and the delivery of this Disclosure Statement by Employer has been duly authorized by all necessary action on the part of Employer.

By: _____

Title: _____

Date: _____



☐ National Life Insurance Company

1.12.d

☒ Life Insurance Company of the Southwest®

Annuity Internal Exchange / Transfer Request

All TSA 403(b)/457 Annuities require your Plan Administrator's signature on this form prior to sending to the Home Office.

Owner's Name: City of De Pere

Annuitant's Name: *(if different)* _____

I. Acknowledgment *(Selection required)*

Since your original annuity policy was issued, LSW has introduced new products which may contain interest crediting strategies and/or income features that differ from that contained in your existing policy. In addition, please consider potential withdrawal charges incurred on the transaction.

While we welcome your consideration of exchanging your existing policy for a new LSW policy, we do not want you to finalize such an exchange unless it is in your best interest. Please note, this internal exchange may be subject to Suitability Guidelines.

☒ The new product provides better value when comparing policy guarantees, interest rates, and caps on both products

☒ The withdrawal charge period on the new product is consistent with my needs to access the funds within the annuity

☒ The new product contains new features or benefits that are important to me at an acceptable cost

If you are unable to select any of these considerations, please contact our home office before proceeding with this exchange.

II. Directions for timing of exchange

☐ This exchange will be processed as of the later of: (1) the day following receipt of this form; or

(2) (mm/dd/yyyy) _____ (any date specified must be after the date received this form but not more than 30 days).

For equity indexed annuities: I understand that Index Interest is determined and credited only once per year on the Index Account Anniversary and that I will not be eligible to receive Index Interest for any exchange that is effective prior to the applicable Index Account Anniversary.

III. Instructions

All exchanges are in accordance with the rules set forth in Section III hereof.

☐ **Partial Exchange** in the amount of _____ from Annuity no. _____
to a new Annuity specified in my application or into an existing Annuity no. _____.

OR

☒ **Full Exchange** of Annuity no. 534396X into Annuity no. New Policy.

IV. Loan Balance

If the existing policy has an active loan, please provide the outstanding loan balance below. Note: an active loan is a loan that has not defaulted. If the loan on the policy is defaulted, the loan balance will not be transferred to the new policy or to another existing policy.

Loan Balance _____

V. Policy or Account Information

From Existing Tax Status:

☒ Qualified: ☐ Traditional IRA ☐ SEP IRA ☐ SIMPLE IRA - Original Participation date _____

☐ Roth IRA ☐ Pension/Profit Sharing/401(k) ☐ *TSA 403(b) ☒ Governmental 457**

☐ *Roth 403(b) - Original Participation date _____ ☐ Other _____

☐ Non-Qualified

To New Tax Status:

☒ Qualified: ☐ Traditional IRA ☐ SEP IRA ☐ SIMPLE IRA ☐ Roth IRA ☐ Pension/Profit Sharing/401(k)

☐ Roth 403(b) ☐ TSA 403(b) ☒ Governmental 457 ☐ Other _____

☐ Non-Qualified

*If moving from a TSA 403(b) or Roth 403(b) to another qualified plan, you must meet one of the following qualifying events (some may require proof of eligibility):

Annuity Internal Exchange / Transfer Request - Continued

- ☐ Attainment of age 59½ ☐ Plan Termination *(Requires letter from employer stating the entire plan has terminated)*
☐ Severance from employment after age 55 ☐ Severance from employment ☐ QDRO

****If moving from a Governmental 457 to another qualified plan, you must meet one of the following qualifying events (some may require proof of eligibility):**

- ☐ Attainment of age 70½ ☐ Plan Termination *(Requires letter from employer stating the entire plan has terminated)*
☐ Severance from employment

VI. General Rules applicable to all Exchanges *(No request for Exchange/Transfer will be processed until received with all requirements.)*

- A. The exchanged Annuity will cease to exist at the end of the day of the exchange.
(The effective date (Issue Date) of the new Annuity will be the day following termination of my existing Annuity.)
- B. Any owner and annuitant under the newly issued Annuity (or the existing annuity receiving the exchange) must be the same as under the Annuity to be replaced. Otherwise, this exchange will be a reportable, taxable exchange under the Internal Revenue Service Code and Regulations.
- C. I understand that, if any remaining withdrawal charge under my existing Annuity exceeds the amount the issuing insurer is willing to waive under such companies internal rules, the issuing insurer will deduct the difference from the amount to be transferred to the new Annuity or the existing Annuity referenced in Section II above.
- D. Any applicable Bonus Accumulation Value in the original Annuity will not be included in the Cash Accumulation Value transferred to the new Annuity.
- E. Any outstanding 403(b)/457 active loan balance will be transferred to the new Annuity, and will be subject to the loan provisions and loan interest rate under the new Annuity Contract; however, the repayment period will be the amount of time remaining from the terms under the existing Annuity Contract being exchanged. Only loans that are in an active status are permitted to be transferred and any outstanding loan balance associated with a defaulted loan are not permitted to be transferred.
- F. Any Required Minimum Distribution has been or will be taken prior to the transfer of these proceeds as required by IRC section 401(a).
- G. If your employer has changed, this is considered a Plan-to-Plan Rollover and we will require the signatures of both the old and the new administrator in Section G. LSW will not maintain a separate account for the rollover amount. All values in the annuity will become part of the new plan. If the plan requires segregation of the rollover contributions, a new LSW Annuity will be required.

VII. Certifications

The undersigned contract owner(s) and/or undersigned assignee(s) agree to fully indemnify and reimburse the issuing company for any and all losses, expenses or damages it may sustain resulting from having made this exchange/partial exchange/transfer without securing surrender of the original contract(s) or any previously issued duplicate/certification.

I hereby declare that my original Annuity, to be exchanged for a new Annuity, is not currently assigned or pledged, nor does it have any outstanding lien that is not on file with the issuing company. I further declare that no proceedings in bankruptcy or insolvency - whether voluntary or involuntary - have been instituted by or against me and that I am not under guardianship or any legal disability.

My signature below acknowledges and confirms that the proposed exchange is in my best interest.

Signed at *(City & State)*: _____

Owner's Signature: _____ Date: *(mm/dd/yyyy)* Joint Owner's Signature: _____ Date: *(mm/dd/yyyy)*

Plan Administrator's Signature & Title: _____ Date: *(mm/dd/yyyy)* *Spouse's Signature: _____ Date: *(mm/dd/yyyy)*

Previous Plan Administrator's Signature & Title: _____ Date: *(mm/dd/yyyy)*
(Required if a change of employer)

***SPOUSE SIGNATURE REQUIRED IN AZ, CA, ID, LA, NV, NM, TX, WA, WI**
REPLACEMENT FORMS ARE REQUIRED FOR INTERNAL EXCHANGES (STATE SPECIFIC).

This document is a specimen and not an actual contract.
 The benefits and rates shown in this document may not be the same as in the issued policy, or available in all states.
 State variations may apply.

Life Insurance Company of the Southwest®

LSW Home Office: 15455 Dallas Pkwy., Ste. 800, Addison, Texas 75001
 Centralized Mailing Address: One National Life Drive, Montpelier, Vermont 05604-5555
www.Nationallife.com | Customer Relations: 800-732-8939

Your Flexible Premium Group Deferred Annuity Policy

Policy Number: 1234567X

Issue Date: January 23, 2019

Policy Owner: John Doe Retirement Plan

Flexible Premium Group Deferred Annuity. This Policy provides an interest bearing Accumulation Value. This Policy is nonparticipating which means it is not entitled to share in the profits or surplus of the Company.

Right to Examine this Policy

You may return this Policy within thirty-one days of the date You receive it. Return it to Us or to the agent through whom You purchased it. We will cancel the Policy and return any premium paid less any benefits We may have already paid.

This Policy is signed for Life Insurance Company of the Southwest, Addison, Texas, by

Mehran Assad

Chairman, CEO & President

Keara A. Jung

Secretary

This Policy is a legal contract between You and the Company. **Please read it carefully!** We want You to understand the coverage it provides.

This document is a specimen and not an actual contract.
 The benefits and rates shown in this document may not be the same as in the issued policy, or available in all states.
 State variations may apply.

TABLE OF CONTENTS

PART 1: OWNERSHIP OF THE POLICY	Page
Owner	1
Retirement Plan	1
Participant	1
PART 2: DATES, PERIODS, AND VALUES	
Issue Date	1
Policy Years	1
Premium Payments	1
Net Premium	1
Accumulation Value	1
Interest	2
Withdrawals	2
Withdrawal Charges	2
PART 3: PAYMENT OF BENEFITS	
Plan Benefits	2
Annuity Benefits	2
PART 4: OTHER PROVISIONS	
This Agreement	2
Non-transferability of Benefits	3
Incontestability	3
State Taxes	3
Reports	3
Our Liability	3

This document is a specimen and not an actual contract.
 The benefits and rates shown in this document may not be the same as in the issued policy, or available in all states.
 State variations may apply.

Data Page

Policy Number: [1234567X]

Issue Date: [January 23, 2019]

Owner: [John Doe Retirement Plan]

Initial Premium:

[\$250,000]

Premium Payment Period:

[5 years]

Maximum Cumulative Premium:

[\$20,000,000]

Maximum Cumulative Withdrawals

In any 10-day period:

[\$5,000,000]

In any 30-day period:

[\$12,000,000]

Guaranteed Minimum Annual Effective Interest Rate:

[[3.00%] in the first [seven] Policy Years
 [1.00%] thereafter]]

Withdrawal Charge Percentages

Policy Year	1	2	3	4	5	6	7	8+
Percentage %	7	6	5	4	3	2	1	0

This document is a specimen and not an actual contract.

The benefits and rates shown in this document may not be the same as in the issued policy, or available in all states.

In this Policy the words **We, Us, Our** and the **Company** mean Life Insurance Company of the Southwest. **You** and **Your** mean the Owner of the Policy.

Part I: Ownership of the Policy

Owner

The Owner of this Policy on the Issue Date is specified on the Data Page and in the application. The Owner or a designated representative of the Owner will separately account for the share of each Participant in the Policy.

If the Owner is the employer, We will require written approval from a designated representative of the employer prior to taking any action requested under the terms of this Policy. We will accept a written power of appointment from a designated representative of the employer for the plan administrator to act on behalf of the Owner.

If the Owner is a Retirement Plan or Retirement Plan trust, We will require written approval from a designated representative of the plan or the plan trustee(s) prior to taking any action requested under the terms of this Policy. We will accept a written power of appointment from a designated representative of the plan or the plan trustee(s) for the plan administrator to act on behalf of the Owner.

Retirement Plan

In this Policy, the phrase Retirement Plan means the Retirement Plan established by the plan document.

Participant

In this Policy, the word Participant means a participant in the Retirement Plan and such participant's beneficiaries as defined in the plan document. The Participant is the Annuitant with respect to his or her interest in the Policy.

Part 2: Dates, Periods, and Values

Issue Date

The Issue Date is shown on the Data Page. It is the date Your Policy takes effect.

Policy Years

Policy Years are yearly periods which begin on the Issue Date and on the same month and day of each year thereafter.

Premium Payments

This Policy is issued in consideration of the application and payment of the Initial Premium amount shown on the Data Page. We will incur no liability if the Initial Premium is not paid. You may pay a premium at any time during the Premium Payment Period shown on the Data Page while this Policy is in force. You may not pay a premium that would increase the cumulative amount of premiums paid to more than the Maximum Cumulative Premium shown on the Data Page.

Net Premium

A Net Premium is any premium paid minus any applicable State Tax.

Accumulation Value

The Accumulation Value at any time equals:

- the Net Premiums received plus
- interest earned less
- Withdrawals paid, including any Withdrawal Charges assessed.

Interest

We will add interest to the Accumulation Value each day. The Guaranteed Minimum Annual Effective Interest Rate is shown on the Data Page. We may declare an excess interest rate in addition to the Guaranteed Minimum Annual Effective Interest Rate at any time. However, interest already added will not be affected by any such change.

This document is a specimen and not an actual contract.

The benefits and rates shown in this document may not be the same as in the issued policy, or available in all states.
State variations may apply.

Withdrawals

Subject to the Maximum Cumulative Withdrawals shown on the Data Page, You may make Withdrawals from the Accumulation Value by making a written request. We reserve the right to defer payment for Withdrawals for a period not to exceed six (6) months.

Withdrawal Charges

If You make a Withdrawal, We may deduct a Withdrawal Charge from the amount withdrawn. The Withdrawal Charge is a percentage of the amount withdrawn. The Withdrawal Charge Percentages are shown on the Data Page.

Part 3: Payment of Benefits

Plan Benefits

You may make Withdrawals from the Accumulation Value in order to pay benefits to a Participant under the terms of the Retirement Plan.

Withdrawals to provide benefits to Participants, other than benefits payable as the result of a termination of the Retirement Plan, will not be subject to a Withdrawal Charge to the extent that the Withdrawal is less than or equal to the proportion that the Accumulation Value of the Policy bears to the total assets of the Retirement Plan multiplied by the vested benefit of the Participants.

You must provide sufficient information to Us in writing that demonstrates that a requested Withdrawal is not subject to the Withdrawal Charge. If You do not provide this information, this waiver of Withdrawal Charges shall not apply.

Annuity Benefits

Withdrawals used to provide plan benefits to a Participant may be used to provide a periodic income for the Participant. Such a person will be the Annuitant under the Payment Option shown below. We will make the payments to the person or persons as instructed by You. We are entitled to satisfactory evidence of the age and gender of the Annuitant.

Payment Option

We will make monthly payments for ten years and then for as long as the Annuitant is alive, unless a different payment structure is required under applicable Internal Revenue Code provisions and regulations thereunder. We may require periodic proof, in a form acceptable to Us, that the Annuitant is still living. We will determine the guaranteed minimum monthly payments using the following:

- the 2012 Individual Annuity Mortality Period Life (2012 IAM Period) Table, blended for unisex use at 50% male and 50% female, and
- an annual effective interest rate of 1%, and
- no charge for expenses or contingencies.

If monthly payments would be less than \$20, We may change the frequency of payments or pay the amount applied in a single sum.

Part 4: Other Provisions

This Agreement

This Policy, the application, and any attached riders, amendments, or endorsements constitute the complete agreement between You and Us. We have issued this Policy in exchange for the application and the Initial Premium.

Any change in this Policy must be in writing, signed by one of Our authorized officers, and in the form of an amendment or endorsement to this Policy. No agent has the power or authority to waive, change, or alter any of the terms or conditions of this Policy. Only one of Our authorized officers has the power or authority to waive, change, or alter any of the terms or conditions of this Policy. We may amend this Policy as necessary to comply with applicable Internal Revenue Code provisions and regulations thereunder. We will send You any such amendment. Otherwise, this Policy may not be amended unless You agree in writing.

This document is a specimen and not an actual contract.

The benefits and rates shown in this document may not be the same as in the issued policy, or available in all states.

State variations may apply.

Non-transferability of Benefits

No Participant may sell, assign, discount, or pledge as collateral for a loan or as security for the performance of any obligation or for any other purpose any of the benefits under this Policy.

Incontestability

We cannot contest this Policy.

State Taxes

Some states or jurisdictions impose a tax on annuities. If so, We must pay this tax.

- In the event that a State Tax is imposed on the premium or other amount We receive under this Policy, We will deduct an amount equal to such tax from the premium or other amount at the time of its receipt.
- In the event that a State Tax is imposed as a result of this Policy at any other time or for any other reason, We will deduct an amount equal to such tax, at the time the tax is assessed, from any value of the Policy prior to its use to provide a benefit. If We are unable to assess such a State Tax against a value of the Policy prior to its use to provide a benefit, We will deduct an amount equal to such tax from any benefit(s) payable as a result of the Policy.

Reports

At least once each year, We will send the Owner a report showing the Accumulation Value. The report will also show all amounts added to and subtracted from the Accumulation Value during the period the report covers.

Our Liability

We may fully rely on Your instructions as proper certification that benefits are payable in accordance with applicable governmental regulations and the terms of the Retirement Plan, as We are not a party to such plan. We reserve the right, but are under no obligation, to inquire into the accuracy and completeness of any information pertaining to the administration of the Retirement Plan and to inspect the applicable records of such plan at any time.

This document is a specimen and not an actual contract.
The benefits and rates shown in this document may not be the same as in the issued policy, or available in all states.
State variations may apply.

Flexible Premium Group Deferred Annuity.

SPECIMEN



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 17, 2024

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Resolution #24-87 Approving Memorandum of Agreement Between the State of Wisconsin Department of Agriculture, Trade and Consumer Protection and the City of De Pere (Weights and Measures Program).

ATTACHMENTS:

- Reso24-87 (PDF)
- Memo_Memorandum of Agreement DATCP Weights and Measures Program for Council (DOCX)
- Municipality MOA De Pere 08.22.2024 (revised) CW 08.27.2024 (DOCX)

RESOLUTION #24-87

APPROVING MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF WISCONSIN
DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION
AND THE CITY OF DE PERE
(Weights and Measures Program)

WHEREAS, the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) has authority pursuant to Wis. Stats. §§ 93.06(11)(a) and 98.04(1) and Wis. Admin. Code § ATCP 92.10 to collaborate with municipal weights and measures programs in enforcing Wis. Stat. ch. 98; and

WHEREAS, the Health Department executes the mandatory weights and measures program for the City and the DATCP deems it advisable to ensure that the City acquires and maintains WinWam weights and measures inspection software to carry out the City's responsibilities by procuring and paying for the necessary licenses for the City; and

WHEREAS, the Parties wish to enter into the attached Memorandum of Agreement, pursuant to the terms and conditions thereto, for continued cooperative efforts as to weights and measures inspections and memorialize their mutual responsibilities related to WinWam software licenses and ongoing maintenance; and

WHEREAS, participation in the Memorandum of Agreement would be beneficial to both parties and will promote the public interest in the effective and efficient use of limited public resources, resulting in an annual savings to the City;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Memorandum of Agreement Between the State of Wisconsin Department of Agriculture, Trade and Consumer Protection and the City of De Pere as is attached hereto.

Resolution #24-87

Page 2 of 2

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of September, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 09/10/2024

CITY OF DE PERE

MEMO



Meeting Date: September 17, 2024
Department: Health Department
From: Chrystal Woller BSN, RN, MBA, Health Director

Re: Recommendation from the Finance/Personnel Committee on a Memorandum of Agreement with
DATCP Commercial Weights and Measures Program

The health department executes the mandatory weights and measures program for the City of De Pere. Historically, the inspection program software (WinWam) utilized to manage licensing has been paid for by municipalities. Recently, the Department of Agriculture, Trade and Consumer Protection has agreed to cover the cost of the software licenses. With this executed agreement, the projected annual savings to the budget would be approximately \$630.00. The Legal Department has already reviewed the attached agreement provided for your consideration.



State of Wisconsin
Governor Tony Evers

Department of Agriculture, Trade and Consumer Protection
Secretary Randy Romanski

**MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF WISCONSIN
DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION
AND
City of De Pere**

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into for the period **07/01/2024** through **06/30/2026** (“Performance Period”) by and between the Wisconsin Department of Agriculture, Trade and Consumer Protection (“DATCP”), whose principal office address is 2811 Agriculture Dr., P.O. Box 8911, Madison, WI 53708-8911 and City of De Pere whose address is 335 S. Broadway, De Pere, WI 54115 for the purpose of addressing issues of mutual interest to the parties regarding DATCP paying for WinWam inspection software and related on-going WinWam software maintenance charges for municipal weights and measures programs.

RECITALS:

WHEREAS, the issues of mutual interest include weights and measures inspection across the State of Wisconsin; and

WHEREAS, the intention of this MOA is to provide a framework for the provision of WinWam inspection software licenses and on-going WinWam software maintenance to municipal weights and measures programs; and

WHEREAS, the primary outcome intended by this MOA is to improve the inspection of commercial weights and measures in the State of Wisconsin; and

WHEREAS, the parties intend to clarify their relationship and establish a common understanding regarding their respective roles, their respective responsibilities, and the procedures that will facilitate the best provision of services by and between our agencies to the public; and

WHEREAS, DATCP has authority under Wis. Stat. § 93.06(11)(a), Wis. Stat. § 98.04(1), and Wis. Admin. Code § ATCP 92.10 to collaborate with municipal weights and measures programs in enforcing Wis. Stat. ch. 98; and

WHEREAS, De Pere has a population of more than 5,000 and must have its own weights and measures program unless DATCP agrees to contract with De Pere to enforce Wis. Stat. ch. 98 within De Pere; and

NOW, THEREFORE, DATCP and City of De Pere hereby resolve and agree to mutually support and adhere to the following principles and exert their best efforts in doing so.

Wisconsin - America's Dairyland

2811 Agriculture Drive • PO Box 8911 • Madison, WI 53708-8911 • Wisconsin.gov

An equal opportunity employer

I. Purpose.

DATCP deems it advisable to ensure the municipality acquires and maintains WinWam weights and measures inspection software to carry out the municipality's responsibilities under Wis. Stat. § 98.04(1) and Wis. Admin. Code § ATCP 92.04. Therefore, DATCP will procure and pay for the necessary WinWam inspection software licenses for the municipality. The municipality will be responsible for the installation and maintenance of the software on the municipal computers. The municipality will be responsible for the storage of inspection files the municipality creates. DATCP will not provide additional IT support for the implementation of WinWam software on Municipal computers.

A. Meetings and Consultation.

Both parties agree to meet as needed, minimally one time each year, to identify issues of mutual concern, discuss strategies, work to address identified issues, and provide key contacts to advance weights and measures enforcement within the State of Wisconsin. Each meeting may encompass weights and measures training within the State of Wisconsin.

B. Designation of Contacts.

The City of De Pere agrees to identify primary contacts to DATCP, and DATCP agrees to do the same on all issues identified in this agreement.

II. Scope of Work

The Municipality will continue to provide weights and measures inspections in the municipality per the requirements of Wis. Stat. § 98.04(1) and Wis. Admin. Code ch. ATCP 92, subch. II.

A. Applicable Federal and State Regulations

The Municipality will provide weights and measures inspections in its jurisdiction according to the requirements of Wis. Stat. § 98.04(1) and Wis. Admin. Code ch. ATCP 92, subch. II.

B. DATCP agrees to:

Pay for necessary three WinWam inspection software licenses and related maintenance charges for the WinWam inspection software licenses.

C. City of De Pere agrees to:

The municipality will participate in all required DATCP weights and measures trainings, either in person or virtually. These trainings will cover weights and measures inspection processes and procedures, including utilizing the WinWam software. As required by Wis. Stat. § 98.04(1) and Wis. Admin. Code § ATCP 92.10, the municipality will provide DATCP with an annual report of all weights and measures inspection work performed within the municipality's jurisdiction each year. This report shall be in a WinWam transfer file.

III. Reporting

A municipality with its own weights and measures program is required to submit annual reports to DATCP. See Wis. Stat. § 98.04(1) and Wis. Admin. Code § ATCP 92.10(1).

IV. Funding

DEPARTMENT MOA NUMBER

DATCP will provide funding for WinWam inspection software licenses and on-going software maintenance charges.

V. Term and Termination

A. The initial term of this MOA shall be a period of 2 years, commencing on the effective date set forth above. Thereafter, this MOA shall be reviewed every two years by the parties, who may choose to amend or extend the agreement.

B. During the initial term and any renewal terms, this MOA may be terminated by either party upon sixty (60) days advance written notice to the other party. By such termination, no party may nullify obligations incurred prior to the effective date of the termination. The sixty (60) days' written notice requirement may be waived by mutual written consent of the parties. After any termination of the contract, the Municipality shall either remove the WinWam inspection software or pay for the WinWam inspection software's ongoing maintenance charges directly to WinWam.

IN WITNESS WHEREOF, DATCP and City of De Pere have executed this MOA as of the date this MOA is signed by DATCP. This MOA may be executed in multiple originals, which together shall constitute a single agreement. The parties agree to accept a handwritten signature or an electronic signature that complies with Wis. Stat. ch. 137 to execute this MOA.

City of De Pere

DEPARTMENT OF AGRICULTURE,
TRADE AND CONSUMER
PROTECTION

BY: _____
[Name of Signatory] City of De Pere

BY: _____
Michelle Reinen

TITLE: _____

TITLE: Administrator Division of Trade and
Consumer Protection

DATE: _____

DATE _____

DEPARTMENT MOA NUMBER



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 17, 2024

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Resolution #24-88 Approving Grant Agreement Modification to Divisions of Public Health Contract No. 62109-3.

ATTACHMENTS:

- Reso24-88 (PDF)
- 155015_-_DePere_PH_-_2024_DPH_Consolidated_Co (PDF)
- Memo_155015 PHEP contract for Council (DOCX)

RESOLUTION #24-88

APPROVING GRANT AGREEMENT MODIFICATION TO DIVISION OF PUBLIC HEALTH
DPH CONTRACT NO. 62109-3

WHEREAS, the Health Department and the State of Wisconsin Department of Health Services (DHS) are parties to the 2024 Division of Public Health (DPH) Consolidated Contract #62109-1, authorized by Resolution #24-50; and

WHEREAS, the DHS would like to amend the original contract to add Health Department funding for the Public Health Emergency Preparedness Program in the amount of \$35,106.00 to enhance Wisconsin's ability to rapidly mobilize, surge and respond to public health emergencies identified by the Centers for Disease Control and Prevention for the budget period: July 1, 2024-June 30, 2025; and

WHEREAS, acceptance of such funding requires approval and execution of DPH Contract #62109-3 Grant Agreement Modification, as is attached hereto.

WHEREAS, the Finance/Personnel Committee has reviewed such Grant Agreement Modification and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the Grant Agreement Modification Between the State of Wisconsin Department of Health Services and De Pere DPH for 2024 DPH LPHD Consolidated Contract (#62109-3), 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 17th day of September, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 09/10/2024

Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **435100-G24-DPHCC24-17 M3**

Bureau of Procurement and Contracting (BPC) Review:

☒ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language.

☐ This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

☐ This agreement does not use a BPC template with Office of Legal Counsel (OLC) approved language or uses a BPC template with requested language changes.

Description:

N/A

Office of Legal Counsel (OLC) Review and Approval:

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

DocuSigned by:

Cody Wagner

Name: Cody Wagner

Title: Office of Legal Counsel

9/3/2024

Date Signed



GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
Depere Dph
for
2024 DPH LPHD Consolidated Contract

DHS Grant Agreement No.: 435100-G24-DPHCC24-17 M3
 DPH Contract No.: 62109-3
 Agreement Amount: \$35,106
 Agreement Term Period: 10/1/2023 to 9/30/2025
 GEARS Pre-Packet No: 27216

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

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

Modification Description: We are adding funding for the Public Health Emergency Preparedness (PHEP) Program (Profile 155015). Please see attached scope(s) of work. Final reports are due 45 days from the end of the designated contract period for any included profiles.

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

State of Wisconsin
Department of Health Services

Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Grantee

Entity Name: _____

Authorized Representative

Name: Chrystal Woller

Title: Health Officer/Health Department Director

Signature: _____

Date: _____

CIVIL RIGHTS COMPLIANCE ATTACHMENT

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

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

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

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

HIGH-RISK IT REVIEW

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

GEARS PAYMENT INFORMATION

DHS GEARS STAFF INTERNAL USE ONLY
GEARS PAYMENT INFORMATION

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

GEARS Contract year: 2025

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472779	Depere Dph	60	7/1/2024	6/30/2025	\$35,106

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155015	BIOT FOCUS A PLANNING		-	\$35,106	\$35,106	N/A
					\$35,106	

GEARS FEDERAL AWARD INFORMATION

DHS Profile Number	155015
FAIN	NU90TU000048
Federal Award Date	6/6/2024
Sub-award period of Performance Start Date	7/1/2024
Sub-award period of Performance End Date	6/30/2025
Amount of Federal Funds obligated (committed) by this action	\$35,106
Total Amount of Federal Funds obligated (committed)	\$35,106
Federal Award Project Description	To enhance Wisconsin's ability to rapidly mobilize, surge, and respond to public health emergencies identified by CDC.
Federal Awarding Agency Name (Department)	Department of Health and Human Services - Centers for Disease Control and Prevention
DHS Awarding Official Name	Debra K. Standridge
DHS Awarding Official Contact Information	608-266-9622
Assistance Listing (formerly CFDA) Number	93.069
Assistance Listing (formerly CFDA) Name	Public Health Emergency Preparedness
Total made available under each Federal award at the time of disbursement	\$11,799,124
R&D?	No
Indirect Cost Rate	7.5%

Local and Tribal Public Health Emergency Preparedness Contract Objectives Centers for Disease Control and Prevention (CDC) Cooperative Agreement #CDC-RFA-TU24-0137

Budget Period: July 1, 2024 – June 30, 2025*

**Note: This document includes all contract deliverables for a five-year cooperative agreement period (7/1/2024 – 6/30/2029). Some deliverables are required annually, while others have the expected due date for each budget period. Please send any questions regarding Contract Objectives to the DHS PHEP program at DHSPHEP@dhs.wisconsin.gov.*

The Wisconsin Department of Health Services (DHS) has established the following objectives and deliverables for completion by local and Tribal public health agencies (LTPHA's) during the budget period from July 1, 2024, to June 30, 2029, with a goal of ensuring Wisconsin local and Tribal public health agencies are response ready.

These objectives are based on CDC's [2024 Readiness Response Framework](#) and are supported by the [Public Health Emergency Preparedness and Response Capabilities](#), which CDC released in 2018 and updated in 2019. In addition, these objectives are written, to align with [CDC's Public Health Emergency Preparedness PHEP Cooperative Agreement](#).

During this budget period, DHS anticipates that LTPHAs will continue to use a "whole community" approach [as defined by FEMA](#). A "whole community" approach is the idea that preparedness is a shared responsibility that must include the full range of preparedness stakeholders, including not just government, but also individuals and families (including those with access and functional needs), businesses, community organizations, schools, nonprofits, media outlets, and more.

Planning for a whole community should address health equity issues by considering individuals with access and functional needs. Per CDC's [Access and Functional Needs Toolkit](#) (March 2021), The term "access and functional needs" refers to individuals with and without disabilities, who may need additional assistance because of any condition (temporary or permanent) that may limit their ability to act in an emergency. Individuals with access and functional needs do not require any kind of diagnosis or specific evaluation. Populations with access and functional needs may include but are not limited to:

- Children and youth
- Individuals with chronic diseases or underlying conditions
- Individuals with cognitive impairment
- Individuals with developmental disabilities
- Individuals with hearing impairment
- Individuals experiencing homelessness or housing instability
- Individuals with language barriers and/or limited English proficiency
- Marginalized populations experiencing social, political, or economic exclusions, such as people living in poverty, people experiencing racism, or people who are undocumented
- Older population
- Individuals with limited access to transportation
- Individuals with limited access to the internet or Wi-Fi
- Underserved communities, such as rural or uninsured/underinsured communities

- Individuals with visual impairment
- People who are pregnant

Using PHEP Funds for Response

PHEP cooperative agreement funding is intended primarily to support preparedness activities that help ensure state and local public health departments are response ready. PHEP funds may, on a limited, case-by-case basis, be used to support response activities to the extent they are used for their primary purposes: to strengthen public health preparedness and enhance the capabilities of state, local, and Tribal governments to respond to public health threats. LTPHAs must receive prior approval from the Wisconsin PHEP program for any proposed response activities.

Joint PHEP/HPP/Emergency Management Activities

Objectives that align with program requirements as set forth by the CDC PHEP program and the Assistant Secretary for Preparedness and Response (ASPR) Hospital Preparedness Program (HPP) are indicated as a '(Joint PHEP/HPP Activity)'. The Wisconsin PHEP program recommends that LTPHAs coordinate with their regional Healthcare Emergency Readiness Coalition (HERC) and emergency management partners on these activities.

Required Reporting

Annual year-end reporting on all contract deliverables is due June 30th each year of the 5-year cooperative agreement. Required reporting will be accessed via the Partner Communications and Alerting (PCA) Portal once available. Additional information about year-end reporting will be communicated to local and Tribal preparedness staff throughout the budget periods via email communications and PHEP Q&A (Questions and Answers) webinars. Local and Tribal preparedness staff should [sign up](#) to receive Public Health Emergency Preparedness email communications if they have not already.

Budget Management

All LTPHAs will submit a proposed budget by completing and uploading the PHEP Budget Template to the Partner Communication and Alerting (PCA) Portal [Local Preparedness Budget Management page](#). All LTPHAs will report final expenditures by editing the agency's original submitted Local and Tribal Preparedness Budget Form on the PCA Portal. To request access to the PCA Portal, please contact DHSPCAPortal@dhs.wisconsin.gov.

Deliverable Number	Due Date	Objective
Deliverable 1	By June 30, each year of the 5-year cooperative agreement	Submit the proposed budget on the PCA Portal
Deliverable 2	By August 15, each year of the 5-year cooperative agreement	Submit final expenditures on the PCA Portal

Strategy 1 – All-hazard activities

Strategy 1 encompasses the following Response Readiness Framework program priorities.

- **Develop a risk-based approach to all-hazards planning** to advance risk-based planning; address evolving threats; and support medical countermeasure distribution, dispensing, and administration and medical materiel management.
- **Modernize data collection and systems** to improve situational awareness and information sharing with health care systems and other partners.
- **Integrate health equity practices** to enhance preparedness, response, and recovery support for populations experiencing health disparities.

Risk-Based Approach to All Hazard Planning (AHA)

Public Health Response Readiness Framework – Priority 1. Prioritize a risk-based approach (AHA-A)

- Capability 1: Community Preparedness
- Capability 3: Emergency Operations Coordination
- Capability 13: Public Health Surveillance and Epidemiological Investigation

When submitting the risk assessment (RA) or Hazard Vulnerability Assessment (HVA), identify the top five risks based on public health consequences and report the following Risk Assessment Data Elements (RADE):

- Participants involved in the assessment,
- Identified risks,
- A ranking of the top five risks (new),
- Public health consequences of the risks describing the vulnerabilities associated with prioritized risks (new),
- Resources used to conduct the risk assessments, such as CDC's Social Vulnerability Index, CDC PLACES, or HHS emPOWER data (new), and
- Identified expertise to provide consultation during a public health emergency associated with prioritized risks (new).

Deliverable Number	Due Date	Objective
Deliverable 3	January 31, 2025	Conduct a risk assessment (RA) or Hazard Vulnerability Assessment (HVA) and identify the top five risks based on public health consequences. If your most recent RA occurred in Budget Periods 2,3,4, or 5 of the previous NOFO performance period, submit that RA along with the risk assessment data elements (RADE) based on elements addressed at that time.

	Once in the 5-year performance period	Complete and submit a new RA/HVA once during the five-year performance period on the PCA Portal and include RADE
--	---------------------------------------	--

Ensure baseline competency and integration with preparedness requirements - Priority 1.
Prioritize a risk-based approach (AHA-G)

It is recommended by CDC that Public Health preparedness and recovery staff should strive to complete the coursework below based on their preparedness and response roles and positions.

- Public health preparedness and recovery staff, including exercise planning staff:
 - Independent Study (IS) 100: Introduction to the Incident Command System
 - IS 200: Basic Incident Command System for Initial Response (ICS 200)
 - IS 700: An Introduction to the National Incident Management System (NIMS)
 - ICS 706: NIMS Intrastate Mutual Aid
 - IS 800: National Response Framework, An Introduction
 - IS-2900.A: National Disaster Recovery Framework (NDRF) Overview
 - IS-120: an Introduction to Exercise
 - Homeland Security Exercise and Evaluation Program
 - Emergency Management Assistance Compact (EMAC) Pre-Event Preparation for Resource Providers
- Health Department supervisory positions:
 - ICS 200: Basic ICS for Initial Response
 - Independent Study (IS)-2200: Basic Emergency Operations Center Functions
- Staff with designated response roles:
 - ICS 300: Intermediate ICS for Expanding Incidents (In Person)
 - EMAC Just-in-Time Training for Deploying Personnel
 - Crisis and Emergency Risk Communication (RISK COMMUNICATION PLAN)
- Senior staff who support the management of large/complex responses (incidents across multiple locations or over a large area):
 - ICS 400: Advanced ICS (In Person)

Deliverable Number	Due Date	Objective
Deliverable 4	New staff: With in the first year of hire	At a minimum public health staff should have successfully completed: IS-100, IS-200, IS-700, IS-800
	Current staff: Maintain during the 5-year performance period	Ensure current staff are proficient with the most recent FEMA course version available for IS-100, IS-200, IS -700, IS-800

Data Modernization (DM)

Public Health Response Readiness Framework – Priority 6. Modernize data collection and systems (DM-A), (DM-B)

- Capability 3: Emergency Operations Coordination
- Capability 13: Public Health Surveillance and Epidemiological Investigation

Incorporate data systems and data source functionality and infrastructure in public health emergency response plans and testing of the functionality of those systems.

Deliverable Number	Due Date	Objective
Deliverable 5	June 30, 2026	Identify the resources and infrastructure necessary for data systems and sources to meet jurisdictional needs during an emergency response and include in emergency plans
Deliverable 6	June 30, 2027	Prioritize improving data systems and data sources that are the most essential for effective response.

Health Equity (HE)

Public Health Response Readiness Framework – Priority 8. Incorporate health equity practices (HE-A)

- Capability 1: Community Preparedness
- Capability 2: Community Recovery
- Capability 4: Emergency Public Information and Warning
- Capability 7: Mass Care

Ensure risk assessments include relevant input from partners to ensure they reflect health equity. Consider disproportionately impacted populations or community's projected to be adversely impacted by the public health consequence of risks. Include populations with limited English proficiency and consider how social determinants of health may affect health outcomes during an emergency.

Deliverable Number	Due Date	Objective
Deliverable 7	Over the 5-year performance period	Identify impacted communities and implement actions to understand how public health emergency response plans and exercises can be developed or updated to address unique preparedness, response, and recovery needs of the communities

Strategy 2 – Whole Community Readiness

Strategy 2 encompasses the following Response Readiness Framework program priorities:

- **Enhance partnerships** with federal and non-governmental organizations to effectively support community preparedness efforts
- **Strengthen risk communication activities** to improve proficiency in disseminating critical public health information and warnings and address misinformation or disinformation
- **Prioritize community recovery efforts** to support health department reconstitution and incorporate lessons learned from public health emergency responses
- **Integrate health equity practices** to enhance preparedness, response, and recovery support for communities experiencing differences in health status due to structural barriers

Partnerships (PAR)

Public Health Response Readiness Framework – Priority 2. Enhance Partnerships (PAR-A)

- Capability 2: Community Recovery
- Capability 6: Information Sharing

Include critical response and recovery partners in required plans and exercises.

Deliverable Number	Due Date	Objective
Deliverable 8	Over the 5-year performance period	Continually assess your ability to address the unique needs or community members throughout exercises
		Maintain response affiliations with private industry partners including, but not limited to, large employers, pharmacies, academia, and others
		Maintain involvement in regional HERC
	By June 30 th each year of the 5-year performance period	Ensure that your organization has at least three staff with profiles and emergency call ranking on the PCA Portal and review accuracy <i>It is strongly encouraged to include your local health officer or Tribal health director as one of these contacts.</i>
	Annually during the 5-year performance period	At minimum one representative from your organization will have attended or watched the recording of all coordination calls with Voluntary Organizations Active in Disaster (VOAD) partners that occurred during the budget period
	Annually during the 5-year performance period	Maintain jurisdictional Wisconsin Emergency Assistance Volunteer Registry (WEAVR) administrator contact information

Risk Communications (RSK) Public Health Response Readiness Framework – Priority 7. Strengthen risk communications activities (RSK-A)

- Capability 1 Community Preparedness
- Capability 2 Community Recovery
- Capability 8 Medical Countermeasure Dispensing and Administration
- Capability 9 Medical Materiel Management and Distribution

Timely communication of situational awareness and risk information.

Deliverable Number	Due Date	Objective
Deliverable 9	Over the 5-year performance period	Incorporate lessons learned from exercises and responses into risk communications and information dissemination plans.
		Incorporate strategies to monitor and combat misinformation and disinformation into risk communication and information dissemination plans.
Deliverable 10	Review Annually	Maintain the capacity and capability to manage, distribute, dispense, and administer medical countermeasures according to the Administration for Strategic Preparedness and Response/ Strategic National Stockpile requirements and guidelines. Update mass dispensing and mass vaccination clinic sites in the POD DVC Management Tool on the PCA Portal.
	Once annually over the 5-year performance period	Annually conduct at least one alerting drill (or utilize WEAVR during a real-world event) to alert register volunteers

Exercise Objective:

All LTPHAs will participate in at least one Homeland Security Exercise and Evaluation Program (HSEEP) consistent exercise in each budget period throughout BP1-5. Use of Incident Command System (ICS) to manage a real event may be used in lieu of an exercise as long as an HSEEP consistent After Action Report (AAR)/Improvement Plan (IP) is completed. *Note: This AAR/IP may focus on any one or multiple of the 15 public health emergency preparedness and response capabilities. LTPHAs can participate with their regional HERC in the development of an AAR.*

- All LTPHAs that receive state-supplied vaccine to conduct a school-located mass vaccination exercise during any budget period in BP1-5 must complete an HSEEP consistent AAR/IP of the exercise using the Immunization Program Functional Exercise AAR/IP template. This AAR/IP will satisfy deliverable 11.

For LTPHAs that receive state-supplied vaccine to conduct a school-located mass vaccination exercise during any budget period in BP1-5: Deliverable 11: By April 30, post HSEEP consistent AAR/IP to the PCA Portal [After Action Reports](#) page. LTPHAs that participated with their regional HERC in the development of an AAR/IP should ensure that that their agency is listed as a participating organization in the document and that either the regional HERC Coordinator or a representative from one LTPHA in the region has posted the AAR/IP to the After Action Reports page.

For LTPHAs submitting other AARs: Deliverable 11: By June 30, post HSEEP consistent AAR/IP to the PCA Portal [After Action Reports](#) page. LTPHAs that participated with their regional HERC in the development of an AAR/IP should ensure that that their agency is listed as a participating organization in the document and that either the regional HERC Coordinator or a representative from one LTPHA in the region has posted the AAR/IP to the After Action Reports page.

Deliverable Number	Due Date	Objective
Deliverable 11	Once annually over the 5-year performance period	Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercise

Reporting requirement:

Deliverable Number	Due Date	Objective
Deliverable 12	By April 30 th (if school-based vaccination exercise) or by June 30 th (all other exercises) each year of the 5-year performance period	Exercise after action reports and improvement plans (AAR/IP) uploaded to PCA Portal

Risk Communications (RSK) Public Health Response Readiness Framework – Priority 7.
Strengthen risk communications activities (RSK-B)

- Capability 4: Emergency Public Information & Warning
- Capability 6: Information Sharing

Identify and implement communication surveillance, media relations, and digital communication strategies in exercises.

Deliverable Number	Due Date	Objective
Deliverable 13	Each budget period over the 5-year performance period	Exercise risk communication plans and principles to ensure risk communication and staff activities simulate actions that will be taken during an emergency.

Risk Communications (RSK) Public Health Response Readiness Framework – Priority 7. Strengthen risk communications activities (RSK-C)

- Capability 4: Emergency Public Information & Warning
- Capability 6: Information Sharing

Identify and implement specific crisis and emergency risk communication activities that meet the diverse needs of communities of focus

Deliverable Number	Due Date	Objective
Deliverable 14	Review each budget period and update as needed	Use lessons learned from COVID-19, mpox, and other recent responses or exercises to identify and address gaps in risk communication activities that support communities of focus.
		Collaborate with partners that represent prioritized populations to develop culturally, linguistically, and accessible appropriate risk messages for populations with access needs, functional needs, and health disparities.

Recovery (REC)

Public Health Response Readiness Framework – Priority 10. Prioritize community recovery efforts (REC-A)

- Capability 1: Community Preparedness
- Capability 2: Community Recovery

Incorporate recovery operations into public health preparedness plans

Deliverable Number	Due Date	Objective
Deliverable 15	By June 30 th each year of the 5-year performance period	Identify community partners who aid in recovery and engage in discussions regarding their potential roles and their resources.
		Identify roles and responsibilities for staff designated to support recovery operations.
Deliverable 16	By June 30 th each year of the 5-year performance period	Establish methods for determining community recovery priorities and communicating the status of recovery operations with relevant partners, interested groups, and the public.

Health Equity (HE)

Public Health Response Readiness Framework – Priority 8. Incorporate health equity practices (HE-B)

- Capability 1: Community Preparedness

Engage partners to incorporate health equity principles into preparedness plans and exercises

Deliverable Number	Due Date	Objective
Deliverable 17	Review each budget period and update as needed	Engage community or nontraditional partners, such as faith-based organizations and private industry each year to support communities of focus identified in the RADE health equity section.

Strategy 3 – Improve Capacity

Strategy 3 encompasses the following Response Readiness Framework program priorities:

- **Build workforce capacity to meet jurisdictional surge management needs and support staff recruitment, retention, resilience, and mental health**

Workforce (WKF)

Public Health Response Readiness Framework – Priority 5. Build workforce capacity (WKF-B)

- Capability 1 Community Preparedness
- Capability 14 Responder Safety and Health
- Capability 7: Mass Care

Provide guidance, direction, and training to maintain a ready responder workforce across the entire health department

Deliverable Number	Due Date	Objective
Deliverable 18	Review each budget period and update as needed	Include health department preparedness staff and surge staff outside the preparedness program who fill key incident command roles in preparedness training and periodic exercises. Primary response staff must participate in exercises on a rotational basis as determined by the health department.

PHEP 5-year Grant Deliverable Overview

Deliverable Number	Due Date	Objective
Deliverable 1	By June 30, each year of the 5-year cooperative agreement	Submit the proposed budget on the PCA Portal
Deliverable 2	By August 15, each year of the 5-year cooperative agreement	Submit final expenditures on the PCA Portal
Deliverable 3	January 31, 2025	Conduct a risk assessment (RA) or Hazard Vulnerability Assessment (HVA) and identify the top five risks based on public health consequences. If your most recent RA occurred in Budget Periods 2,3,4, or 5 of the previous NOFO performance period, submit that RA along with the risk assessment data elements (RADE) based on elements addressed at that time.
	Once in the 5-year performance period	Complete and submit a new RA/HVA once during the five-year performance period on the PCA Portal and include RADE
Deliverable 4	New staff: With in the first year of hire	At a minimum public health staff should have successfully completed: IS-100, IS-200, IS-700, IS-800
	Current staff: Maintain during the 5-year performance period	Ensure current staff are proficient with the most recent FEMA course version available for IS-100, IS-200, IS -700, IS-800
Deliverable 5	June 30, 2026	Identify the resources and infrastructure necessary for data systems and sources to meet jurisdictional needs during an emergency response and include in emergency plans
Deliverable 6	June 30, 2027	Prioritize improving data systems and data sources that are the most essential for effective response.
Deliverable 7 *Benchmark Activity	Over the 5-year performance period	Identify impacted communities and implement actions to understand how public health emergency response plans and exercises can be developed or updated to address unique preparedness, response, and recovery needs of the communities
Deliverable 8	Over the 5-year performance period	Continually assess your ability to address the unique needs or community members throughout exercises
		Maintain response affiliations with private industry partners including, but not limited to,

*Benchmark Activity		large employers, pharmacies, academia, and others
		Maintain involvement in regional HERC
	By June 30 th each year of the 5-year performance period	Ensure that your organization has at least three staff with profiles and emergency call ranking on the PCA Portal and review accuracy <i>It is strongly encouraged to include your local health officer or Tribal health director as one of these contacts.</i>
	Annually during the 5-year performance period	At minimum one representative from your organization will have attended or watched the recording of all coordination calls with Voluntary Organizations Active in Disaster (VOAD) partners that occurred during the budget period
	Annually during the 5-year performance period	Maintain jurisdictional Wisconsin Emergency Assistance Volunteer Registry (WEAVR) administrator contact information
Deliverable 9	Over the 5-year performance period	Incorporate lessons learned from exercises and responses into risk communications and information dissemination plans.
		Incorporate strategies to monitor and combat misinformation and disinformation into risk communication and information dissemination plans.
Deliverable 10	Review Annually	Maintain the capacity and capability to manage, distribute, dispense, and administer medical countermeasures according to the Administration for Strategic Preparedness and Response/ Strategic National Stockpile requirements and guidelines. Update mass dispensing and mass vaccination clinic sites in the POD DVC Management Tool on the PCA Portal.
	Once annually over the 5-year performance period	Annually conduct at least one alerting drill (or utilize WEAVR during a real-world event) to alert register volunteers
Deliverable 11	Once annually over the 5-year performance period	Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercise
Deliverable 12	By April 30 th (if school-based vaccination exercise) or by June 30 th (all other exercises) each year of the 5-year performance period	Exercise after action reports and improvement plans (AAR/IP) uploaded to PCA Portal
Deliverable 13	Each budget period over the 5-year performance period	Exercise RISK COMMUNICATION PLAN plans and principles to ensure risk communication and staff activities simulate actions that will be taken during an emergency.
*Benchmark Activity		

Deliverable 14	Review each budget period and update as needed	Use lessons learned from COVID-19, mpox, and other recent responses to identify and address gaps in RISK COMMUNICATION PLAN activities that support communities of focus.
		Collaborate with partners that represent prioritized populations to develop culturally, linguistically, and accessible appropriate risk messages for populations with access needs, functional needs, and health disparities.
Deliverable 15	By June 30 th each year of the 5-year performance period	Identify community partners who aid in recovery and engage in discussions regarding their potential roles and their resources. ◦ Identify roles and responsibilities for staff designated to support recovery operations.
Deliverable 16	By June 30 th each year of the 5-year performance period	Establish methods for determining community recovery priorities and communicating the status of recovery operations with relevant partners, interested groups, and the public.
Deliverable 17	Review each budget period and update as needed	Engage community or nontraditional partners, such as faith-based organizations and private industry each year to support communities of focus identified in the RADE health equity section.
Deliverable 18	Review each budget period and update as needed	Include health department preparedness staff and surge staff outside the preparedness program who fill key incident command roles in preparedness training and periodic exercises. Primary response staff must participate in exercises on a rotational basis as determined by the health department.

DEPARTMENT OF HEALTH SERVICES

Division of Enterprise Services

F-01788 (03/2022)

STATE OF WISCONSIN

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

SIGNATURE – Official Authorized to Sign Application

Date Signed

For (Name of Vendor)

Unique Entity Identifier (UEI), if applicable

INTERNAL USE ONLY

Contract #:

Contract Description:

The Office/Division of _____ has searched the above named Vendor against the System for Award Management system (SAM) and has confirmed as of Date the Vendor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

SIGNATURE – Contract Administrator

Date Signed

Certificate Of Completion

Envelope Id: BAB39EF642EF441A859A19AB57CA9ED4

Status: Sent

Subject: 155015 - DePere PH - 2024 DPH Consolidated Contract - 435100-G24-DPHCC24-17 M3

Source Envelope:

Document Pages: 19

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Yvette Smith

AutoNav: Enabled

1 West Wilson St.

Envelopel Stamping: Enabled

Madison, WI 53703

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

yvettea.smith@dhs.wisconsin.gov

IP Address: 165.189.255.23

Record Tracking

Status: Original

Holder: Yvette Smith

Location: DocuSign

9/3/2024 3:21:57 PM

yvettea.smith@dhs.wisconsin.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: DHS

Location: DocuSign

Signer Events

Cody Wagner

CodyW.Wagner@dhs.wisconsin.gov

Office of Legal Counsel

Wisconsin Department of Health Services

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


 Cody Wagner
31F480248CEC464...

Signature Adoption: Uploaded Signature Image

Using IP Address: 165.189.255.43

Timestamp

Sent: 9/3/2024 3:25:33 PM

Viewed: 9/3/2024 4:34:29 PM

Signed: 9/3/2024 4:41:19 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Chrystal Woller

cwoller@deperewi.gov

Health Officer/Health Department Director

Security Level: Email, Account Authentication
(None)

Sent: 9/3/2024 4:41:21 PM

Viewed: 9/3/2024 4:48:36 PM

Electronic Record and Signature Disclosure:

Accepted: 9/3/2024 4:48:36 PM

ID: bdfbb609-a662-4337-8726-932cd9480d31

Anna Benton

anna.benton@dhs.wisconsin.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 9/3/2024 9:59:11 AM

ID: 854a90d8-80b3-41ab-83b5-50f07705b5ce

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
DPH Contracts DHSDPHContracts@dhs.wisconsin.gov DPH Contracts Shared Account Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/3/2024 3:25:32 PM
GEARS Contracts DHSCARSContracts@dhs.wisconsin.gov Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/3/2024 3:25:33 PM
Kelly Burke kburke@mail.de-pere.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/3/2024 4:41:23 PM
Sara Lornson slornson@deperewi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/3/2024 4:41:22 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/3/2024 3:25:33 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Wisconsin Department of Health Services:

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

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

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

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

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

To request paper copies from Wisconsin Department of Health Services

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

To withdraw your consent with Wisconsin Department of Health Services

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

CITY OF DE PERE

MEMO



Meeting Date: September 17, 2024
Department: Health Department
From: Chrystal Woller BSN, RN, MBA, Health Director

Re: Recommendation from the Finance/Personnel Committee on WI DPH Consolidated Contract #155015 (PHEP) in the amount of \$35,106

The De Pere Health Department has received notification of the department's annual public health preparedness award through a passthrough contract with WI Department of Health Services in the amount of \$35,106. This contract is intended to enhance Wisconsin's ability to rapidly mobilize, surge and respond to public health emergencies as defined by the Centers for Disease Control. The budget period for this proposed award is July 1, 2024-June 30, 2025.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 17, 2024

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #24-89 Granting a Planning Option to Purchase to Jim Cornell Plumbing LLC (East De Pere Business Park; Part of Parcel ED-2313-1).

This matter was reviewed and unanimously approved by the Finance/Personnel Committee at its meeting on March 12, 2024, and the Planning Option to Purchase is being forwarded for Common Council review and final approval.

ATTACHMENTS:

- Reso24-89 (PDF)
- Jim Cornell Plumbing LLC Planning Option ED-2313-1 (PDF)
- Exhibit A-Jim Cornell Plumbing LLC (PDF)
- Jim Cornell Plumbing FP Memo 03122024 (PDF)
- 23-11-30 Jim Cornell Plumbing (PDF)

RESOLUTION #24-89

GRANTING A PLANNING OPTION TO PURCHASE TO JIM CORNELL PLUMBING LLC
(East De Pere Business Park; Part of Parcel ED-2313-1)

WHEREAS, Jim Cornell Plumbing LLC has requested an exclusive, three-year Planning Option to Purchase City-owned property of approximately 1.15 acres, part of Parcel ED-2313-1, to determine feasibility of development for the potential relocation of its current business operations and contemplated future expansion thereon; and

WHEREAS, the City wishes to promote such potential development, subject to the terms and conditions of the attached Planning Option to Purchase agreement attached hereto; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into the Planning Option to Purchase (East De Pere Business Park; Part of Parcel ED-2313-1) between the City of De Pere and Jim Cornell Plumbing LLC, as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of September, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Committee Approval: 03/12/2024

PLANNING OPTION TO PURCHASE
(East De Pere Business Park – Part of Parcel ED-2313-1)

This Planning Option to Purchase property in the City of De Pere’s East Business Park (“East De Pere Business Park Planning Option” or “Option”) is entered into this ____ day of _____, 2024, by and between the City of De Pere, a Wisconsin municipal corporation (“City”) and Jim Cornell Plumbing LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, City is the owner of Parcel ED-2313-1 in the City of De Pere (the “Property”), shown on Exhibit A, attached hereto and incorporated herein, legally described as:

Lot 1, Certified Survey Maps, Map No. 9192, recorded as Document No. 2912207; said map being part of Lot 26 and 27, according to the recorded Plat of East Side Industrial Park Second Addition, in the City of De Pere, Brown County, Wisconsin (approximately 1.5 acres)

and located in Tax Incremental Financing District No. 10 (TID #10) for the City of De Pere; and

WHEREAS, Developer has inquired as to the feasibility of development on the Property for relocation of its current business operations and potential future expansion on approximately 1.15 acres of the Property as identified on Exhibit A and has requested a three-year Option to allow time to complete due diligence tasks associated with such potential development and relocation; and

WHEREAS, City is interested in promoting such development and wishes to grant this Option to Developer as a means leading to a possible, eventual sale and development of the Property for its office, warehouse and storage.

NOW, THEREFORE, for good and valuable consideration, of which receipt is acknowledged, the Parties agree as follows:

- 1) The Recitals set forth above are an integral part of this Option and are therefore incorporated herein by reference as if set forth herein as agreements of the parties.
- 2) In consideration of, and contingent upon the annual payment of \$575 (\$500 x 1.15), City hereby grants to Developer an exclusive Option for a term of three (3) years from the date set forth above (the “Option Term”) to purchase the Property. The first payment shall be due as of the effective date set forth above, and annual payments for the following two (2) years shall due and payable on or before the anniversary date thereof, to secure a thirty-six (36) month option to purchase. It is specifically understood by Developer that any rights to the Property are contingent upon City’s timely receipt of the annual payment.

- 3) City, during the Option Term, shall not convey, sell, lease or transfer any indicia of ownership to any other legal entity and hereby grants to Developer exclusive rights to negotiate the purchase of the Property unless Developer notifies City in writing that it is terminating the Option and will not purchase the Property. If Developer fails to make any timely payment, City shall be released of all obligations in this Option regarding the Property and may market and convey the Property without any notice or consent of Developer.
- 4) City shall permit Developer access to the Property prior to closing at no cost for the purposes of site inspection analysis, environmental assessment or such other preparation as may be deemed reasonable by the Parties. Developer agrees to hold the City harmless for any and all injury that may occur to City, its agents or employees, Developer, its agents or employees, third parties or any properties or interests of any of the above-referenced persons occasioned as a direct result of Developer's activities as contemplated in this paragraph, provided Developer shall not be liable to City for any injury which occurs as a result of City's negligence or arises out of any condition existing on the Property prior to Developer's entry on the property. The hold harmless provision is intended to include all costs of defense, including reasonable attorney's fees.
- 5) During the Option Term, Developer may exercise the Option by providing written notice to City. Upon receipt of notice to exercise the Option, the Parties shall set a mutually agreeable date, time and location for closing within sixty (60) days from notice.
- 6) The purchase price for the Property shall be \$30,000 per acre, plus any fraction of an acre thereof, for a purchase price of \$34,500 (1.15 acres x \$30,000/acre), less all option fees paid prior to purchase. The remaining .33 acres of The Property will then be allocated to neighboring property at 780 Millenium Court; ED-2314.
- 7) Said purchase price shall cover all municipal improvements located adjacent to the site, including concrete paving, curb and gutter, lighting, natural gas, storm sewer, sanitary sewer and municipal water. No assessment will be made to the Property for these public improvements. This paragraph shall not limit the City's ability to assess the Property for future public improvements.
- 8) City shall, at its own expense, provide a commitment for the issuance of an ALTA owner's title insurance policy naming the Developer as the intended insured, with extended coverage, insuring title to the Property to be good and marketable fee simple (the "Title Commitment") from the title company, together with legible copies of all recorded documents constituting exceptions under the Title Commitment (collectively, the "Exception Documents").
- 9) Post closing, Developer shall submit a site plan, including all fencing, landscaping, lighting, signage, off-street parking, off-street loading, building design, façade

materials, improvement layout (site drainage, utilities, erosion control, etc.) accessory buildings or structures thereon which may be reasonably required by City. Said plan shall be submitted to the City for approval not more than twelve (12) months after the date of closing on the Property and prior to the commencement of construction. Review and approval of the site plan shall be subject to the De Pere Zoning Code requirements for the Property and may be subject to additional, reasonable conditions imposed at the discretion of the City.

- 10) Developer shall substantially develop the building and improvements on the Property in accordance with the plan submitted to the City within twelve (12) months of site plan approval. Substantial development shall be the actual and substantial construction of permanent structures in compliance with all plans required by this Option. Developer must provide meaningful and satisfactory assurance to the City that completion of construction in compliance with the approved plan shall be accomplished within a reasonable amount of time, taking into consideration normal industry standards for the type and complexity of construction involved. Determination of substance development is at the discretion of the City.
- 11) If, in the reasonable discretion of the City, Developer has not complied with the provisions of Paragraph 10 above, City may, by certified mail, notify Developer of such failure. If after sixty (60) days of mailing such notice, Developer still has not submitted a satisfactory plan or substantially developed the Property, City may repurchase the property for the price actually paid for the property, less any real property taxes due, liens or judgments of record. If repurchase is made under this Section, all improvements to the real property shall become that of the City, and Developer shall remain liable and hold the City harmless for any lien, claim or judgment which may arise against the subject parcel as a result or consequence of Developer's ownership or construction efforts thereon. If Developer is delayed from achieving substantial development as required under this agreement due to circumstances beyond the reasonable control of Developer, including but not limited to strikes, Acts of God, or force majeure, the rescission and repurchase shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City by law.
- 12) Closing for repurchase, as contemplated under Paragraph 11, shall occur not less than sixty (60) days from the date of the termination notice, unless another date is specifically agreed upon by the Parties. Prior to closing, Developer shall extend the title insurance previously supplied by the City, naming the City as the owner and shall remove any encumbrances not present at the time of the original closing. Title shall be conveyed by Warranty Deed to the City, with Developer paying all customary closing costs attributable to sellers in Wisconsin.
- 13) City and Developer shall each pay all of their own legal fees as well as any third-party fees related to this Option.

- 14) Any notice required or permitted hereunder shall be in writing and sent by first class mail, postage prepaid, and return receipt requested, to the parties at the following addresses:

To City: City of De Pere
335 S. Broadway Street
De Pere, WI 54115
Attn: City Administrator

To Developer: Jim Cornell Plumbing LLC
1450 Enterprise Drive
De Pere, WI 54115-3194
Attn: James C. Cornell III

or at such other address as the respective parties may from time to time give written notice thereof. Notice shall be effective when received, refused or returned by the Postal Service as undeliverable.

- 15) This Option may be assigned only upon written consent thereto by the City.
- 16) This Option may be amended only by written amendment thereto executed by the Parties or, if assigned hereunder, that Party's successor in interest.
- 17) If any provision, covenant, agreement or portion of this Option or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provision, covenant or portion of this Agreement, and to that end, all provisions, covenants, agreements and portions of this Agreement are declared to be severable.
- 18) Either Party may record this Option with the Register of Deeds for Brown County. If the Developer terminates this Option, Developer shall cooperate with the City in executing any termination agreement or other related document to ensure the release of the recording of this Agreement.
- 19) This Option may be executed in counterpart, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 20) If the terms of this Option provide for performance of any act or the expiration of any time period on a Saturday, Sunday or federal holiday, the due date or expiration date shall take place on the next date that is not a Saturday, Sunday or federal holiday.

[signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Planning Option to Purchase to be duly executed on their behalf, as of the _____ day of _____, 2024.

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
BROWN COUNTY)

Personally came before me this ____ day of _____, 2024, the above named James G. Boyd and Carey E. Danen, known as the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission Expires: _____

(SEAL)

JIM CORNELL PLUMBING LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)

)

SS.

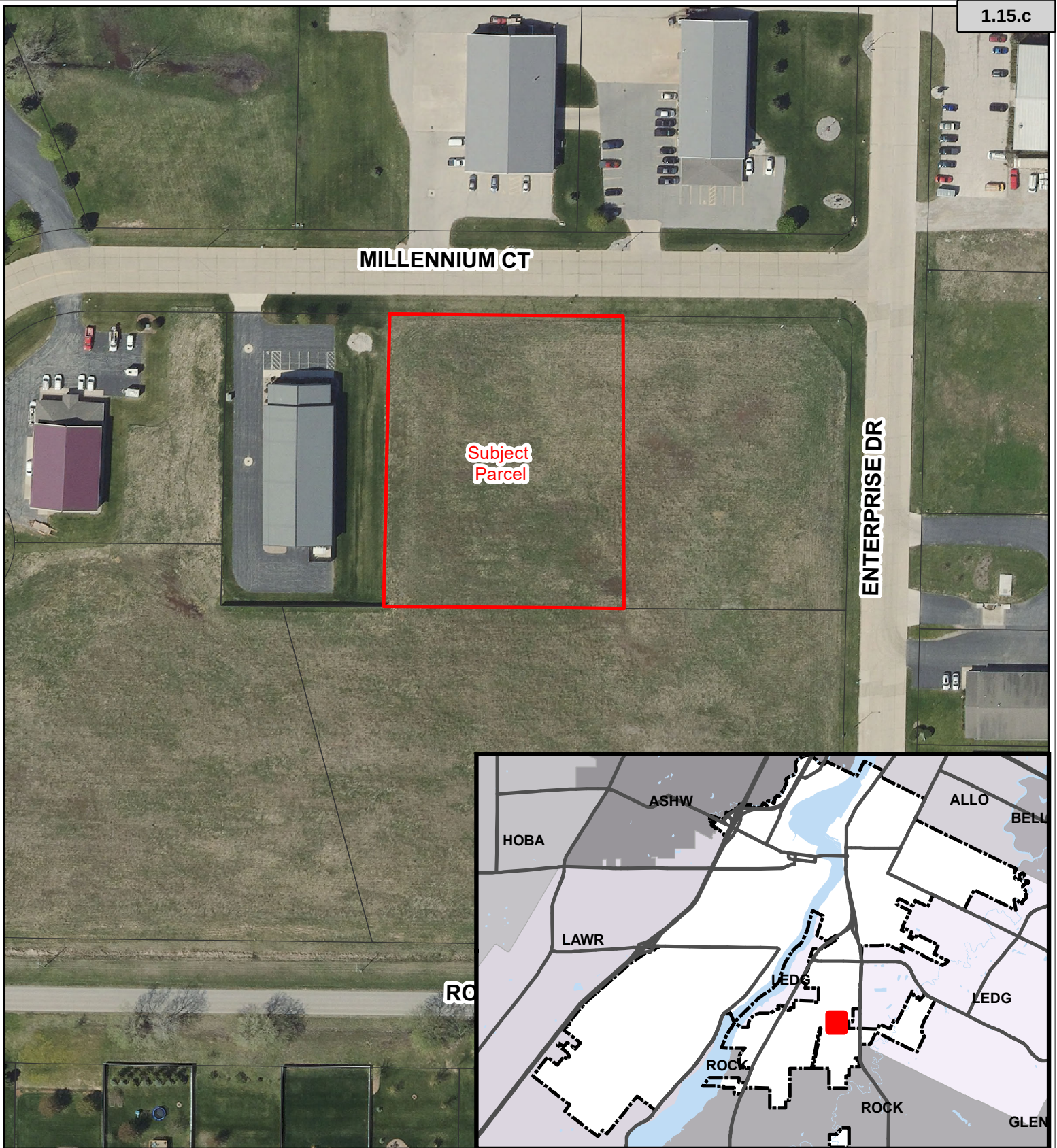
COUNTY OF _____)

Personally came before me this ____ day of _____, 2024, the above named _____
 _____, known as the person who executed the foregoing instrument and
 acknowledged the same.

Notary Public, State of Wisconsin

My Commission Expires: _____

(SEAL)



760 Millennium Ct

City of De Pere

0 50 100 200 300 400 500 Feet



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

File Path:

Data Source:

Exhibit A

CITY OF DE PERE MEMO



To: Mayor James Boyd
Finance and Personnel Committee

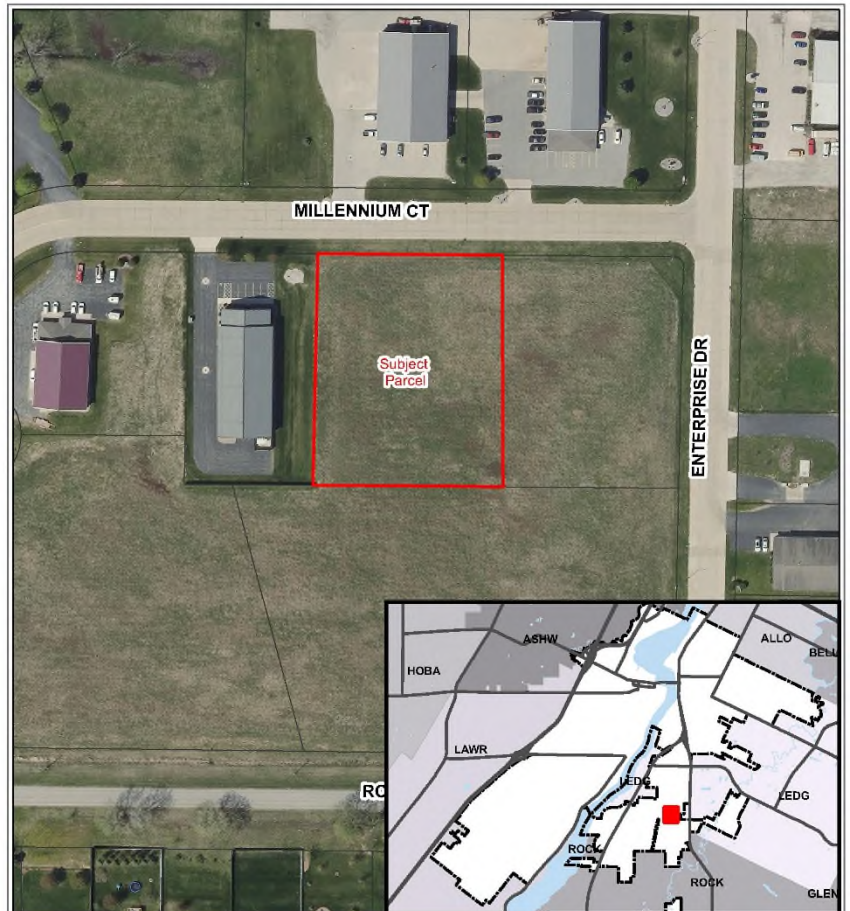
From: Daniel Lindstrom, Development Services Director

Date: March 12, 2024

RE: **Consideration and Possible Action for a proposed purchase/sale agreement option terms with Jim Cornell Plumbing for a 1.15 acre portion of Parcel ED-2313-1 for future business relocation and expansion***

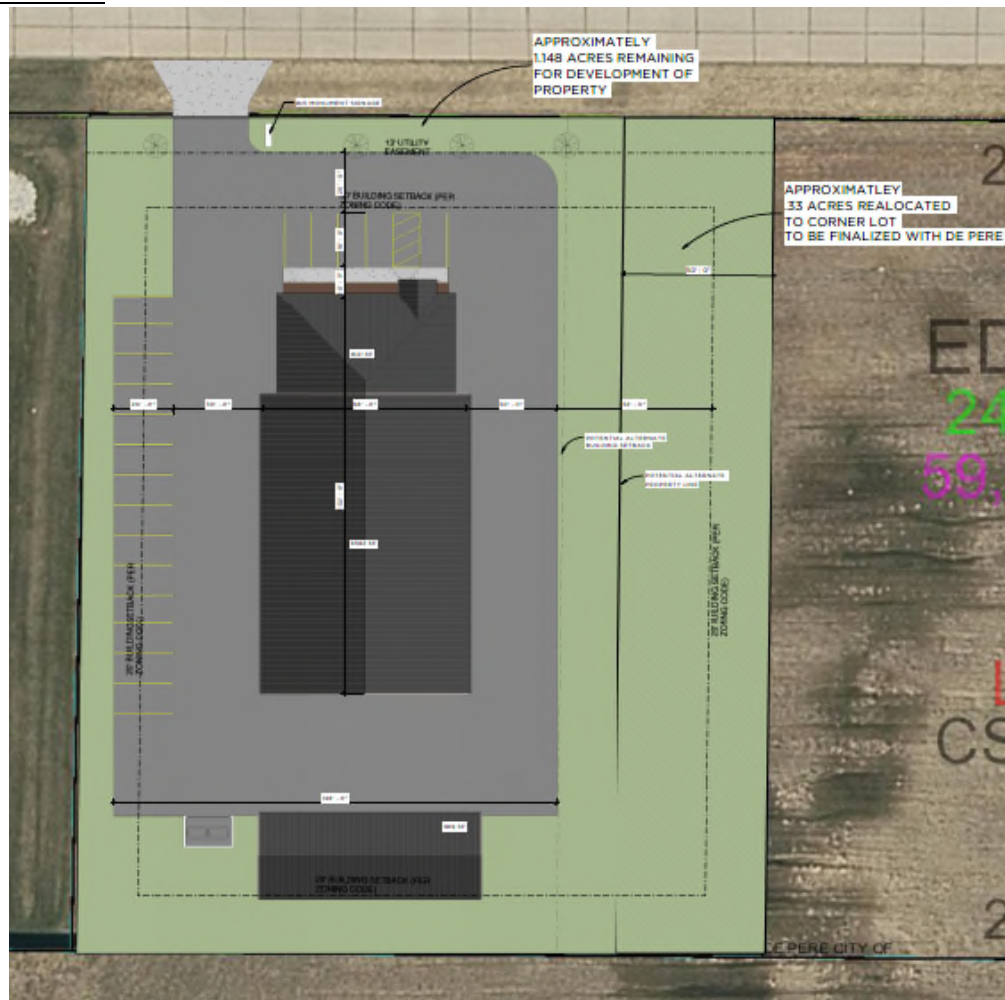
Jim Cornell Plumbing is an existing business in the East De Pere Business Park that continues to grow in its business. It has grown to the point that it is outgrowing its current facility at 1450 Enterprise Drive in De Pere. To serve the community & give their staff the resources they need to continue to grow, Jim Cornell Plumbing requests a three-year option to build a new facility in De Pere to conduct their operations. The preliminary design features approximately 1,760 sq ft of office space, 6,800 sq ft of workshop space, and 1,945 sq ft of garage/storage space. A facility of this size and features will support its current needs and continued growth. Jim Cornell Plumbing worked with City staff to identify 760 Millennium Ct as the ideal location for its new business. Schematic plans are included for your reference, prepared by Nolan Carter, a commercial architectural firm located in Green Bay.

Therefore, Jim Cornell Plumbing is requesting a 3-year option to purchase 760 Millennium Ct (Parcel# ED-2313-1). As reflected in the preliminary site plan, Jim Cornell Plumbing believes its needs can be met with an appropriate 1.15-acre site; leaving approximately 0.33 acres to be re-drawn and allocated to the neighboring 780 Millennium Ct property (ED-2314; 1.366 acres). Anticipated future building value and land once completed is approximately \$800,000.



SITE SUMMARY:

Address(es):	760 Millennium Ct
Parcel IDs:	ED-2313-1
TID(s):	10
Acres:	Approximately 1.15 Acres
Proposed Use:	Relocated office and shop space
Future Land Use:	Business Park
Zoning:	Business Park 2 (BP-2)
Proposed Zoning:	Unchanged
Current Total Assessed Value (full value):	\$0
Potential Addition Building Value (full):	\$800,000
Office:	\$230,000 (rounded 1,760 sq ft x \$130 per square foot)
Shop/Warehouse:	\$570,000 (rounded 8,745 sq ft x \$65 per square foot)

Example Site Plan

PROPOSED TERMSGeneral Information

Purpose Use:	Office, Shop, and Storage
Anticipated New Assessed Value:	\$800,000
Acres:	1.15
Sale Value Per Acre:	\$30,000
Sale Price:	\$34,500

Option to Purchase Specifics:

1. **Option Fee:** In consideration of, and contingent upon, the annual payment of \$575 (\$500 x 1.15) commencing the date of this Agreement, due and payable on or before the anniversary thereof for the following two (2) years, City grants Developer a thirty-six (36) month option to purchase the approximate 1.15 acre parcel
2. **Option Period.** The thirty-six (36) month option period shall run from the date of this Agreement. Developer shall have an exclusive option to purchase the Option Parcel and City shall not convey any right, title, or interest to the Option Parcel without the written consent or waiver of Developer. It is specifically understood that any rights to the Option Parcel are contingent upon Developer's compliance with this section and the timely payment of the above referenced option fee.
3. **Failure to Pay Annual Option Fee.** If Developer fails to make timely payment of the option fee, City shall be released of all obligations in regard to Developer and the Option Parcel and may market and convey the Option Parcel without any notice or consent of Developer.
4. **Exercise of Option.** If Developer wishes to exercise its option to purchase, it shall provide written notice of the same to City within the option period. Upon service of written notice to City, the parties shall set a mutually agreeable date for closing not more than sixty (60) days from the date of receipt of such notice. The purchase price for the Option Parcel shall be \$30,000 per acre plus any fraction thereof. All option fees paid shall be credited to Developer upon purchase of the Option Parcel. Said purchase price shall cover all municipal improvements located adjacent to the site, including concrete paving, curb and gutter, lighting, natural gas, storm sewer, sanitary sewer and municipal water. No assessment will be made to the Option Parcel for these public improvements. This paragraph shall not limit the City's ability to assess the Option Parcel for future public improvements. Sale Price is \$34,500.
5. **Site Plan.** Developer shall submit a site plan, including all fencing, landscaping, lighting, signage, off-street parking, off-street loading, building design, facade materials, improvement layout (site drainage, utilities, erosion control, etc.), accessory building or structures, and any other information related to the construction and appearance of the site and building and any accessory buildings or structures thereon which may be reasonably required by City. Said plan shall be submitted to City for approval not more than twelve (12) months after the date of closing on the Option Parcel and prior to any construction. Approval and review of such plan shall be based on the Zoning Code requirements of the subject parcel and may be subject to additional reasonable conditions imposed at the discretion of the City.

6. **Developer to Substantially Improve.** Developer shall substantially develop the building and improvements on the Option Parcel in accordance with the plan submitted to the City within twelve (12) months of site plan approval. Substantial development as used in this agreement shall be the actual and substantial construction of permanent structures in compliance with all plans required by this agreement. In addition, Developer must give meaningful and satisfactory assurance to City that the completion of the construction in compliance with the approved plan shall be accomplished within a reasonable time, taking into consideration the normal industry standards for the type and complexity of construction involved. Determination of substantial development is to be at the discretion of City.
7. **Failure to Submit Site Plan or Substantially Develop.** If, in the reasonable discretion of City, Developer has not complied with the provisions of Section above, City may, by certified mail, inform Developer of such failure. If after sixty (60) days of mailing of such notice, Developer has still not submitted a satisfactory plan or substantially developed the property in compliance with the site plan, City may repurchase the property for the price actually paid for the property less any real property taxes due or liens or judgments of record. If repurchase is made under this section, all improvements to the real property shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the subject parcel as a result or consequence of Developer's ownership or construction efforts thereon. If Developer is delayed from achieving substantial development as required in this agreement and as referred to in this paragraph due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or force majeure, the rescission and repurchase provision of this paragraph shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City at law.
8. **Repurchase Closing.** Closing for repurchase as contemplated in Section above, shall occur not less than sixty (60) days from the date of termination notice referred to in either Section IV, paragraph C, above, unless another time is specifically agreed upon by the parties. At such closing, Developer shall, at its own expense, extend the title insurance previously supplied by the City, naming the City as owner and shall remove any and all encumbrances not present on the title at the time of the original closing. Title shall be conveyed by warranty deed to the City and Developer shall pay all closing costs and filing fees.

If the Finance and Personnel Committee approves the proposed terms, the City will draft a purchase/sale agreement option terms with Jim Cornell Plumbing that will be reviewed by the Common Council at a future meeting.

[illegible]

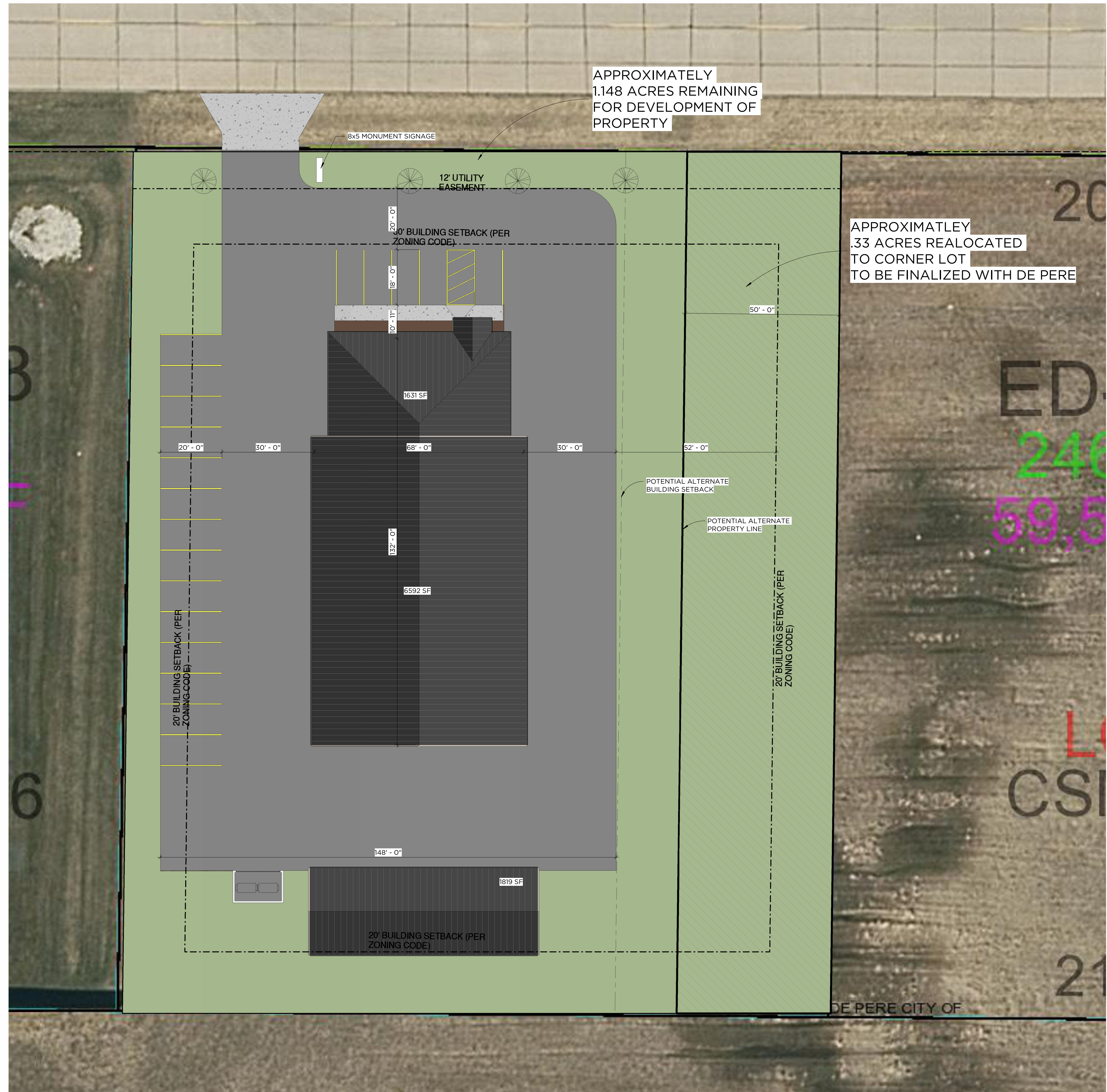
Project #:	23-01-20-001
Date:	11-30-2023
Drawn by:	I. WILSON
Checked by:	I. WILSON

ARCHITECTURA

SITE PLAN

A003

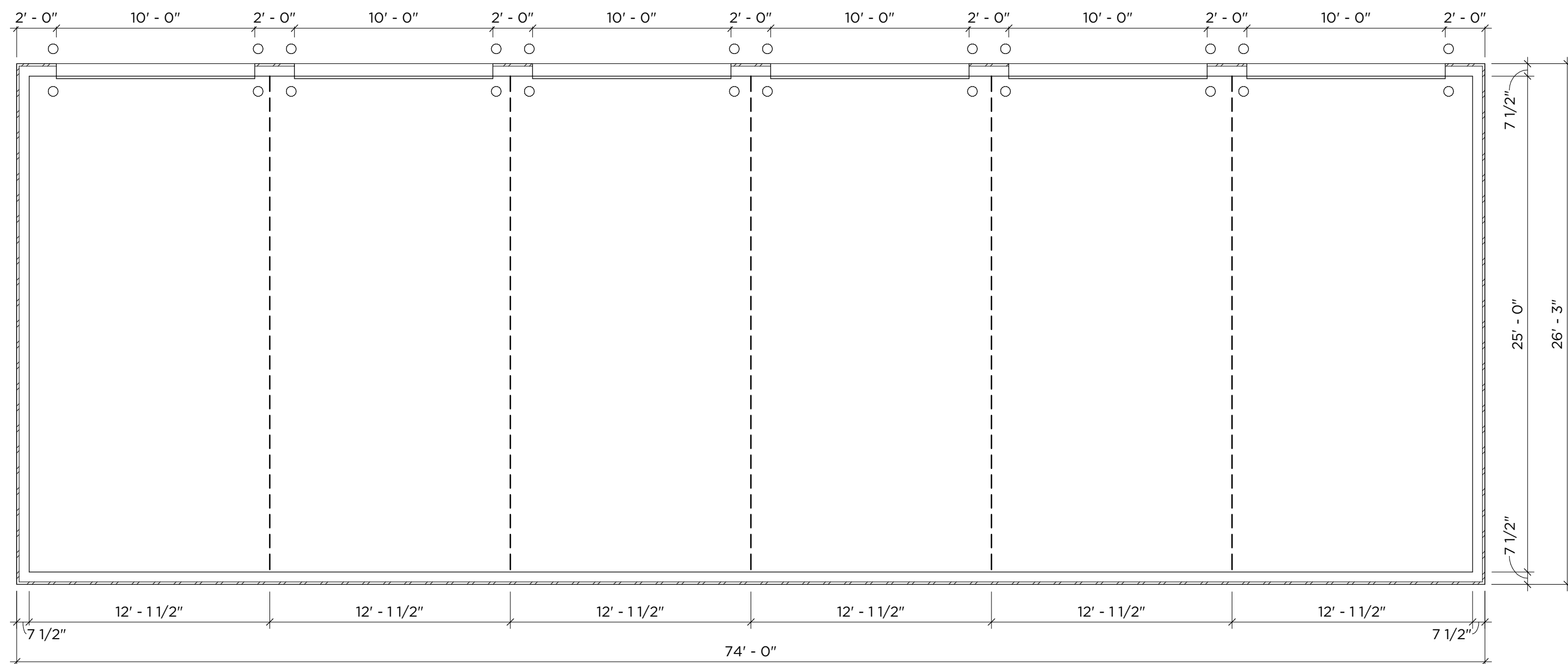
Packet Po

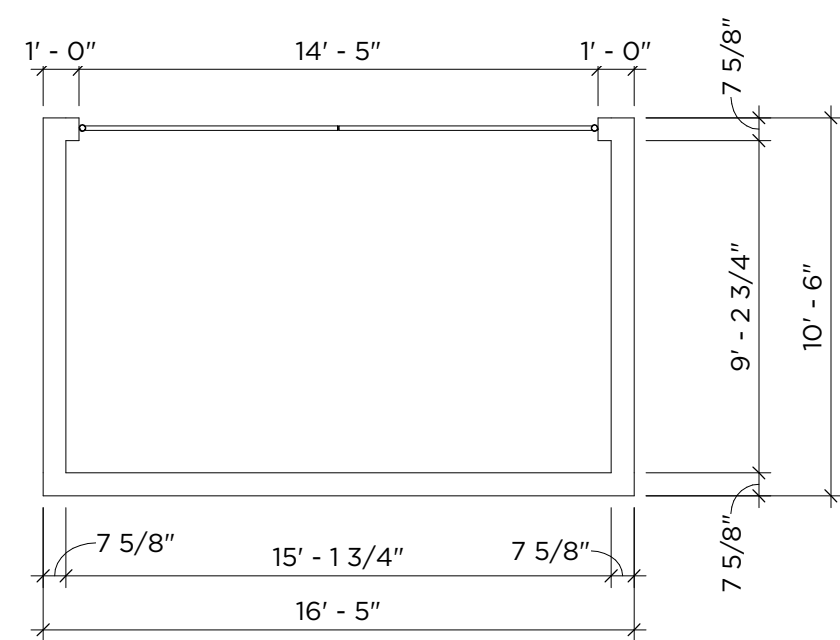


ARCHITECTURAL SITE PLAN

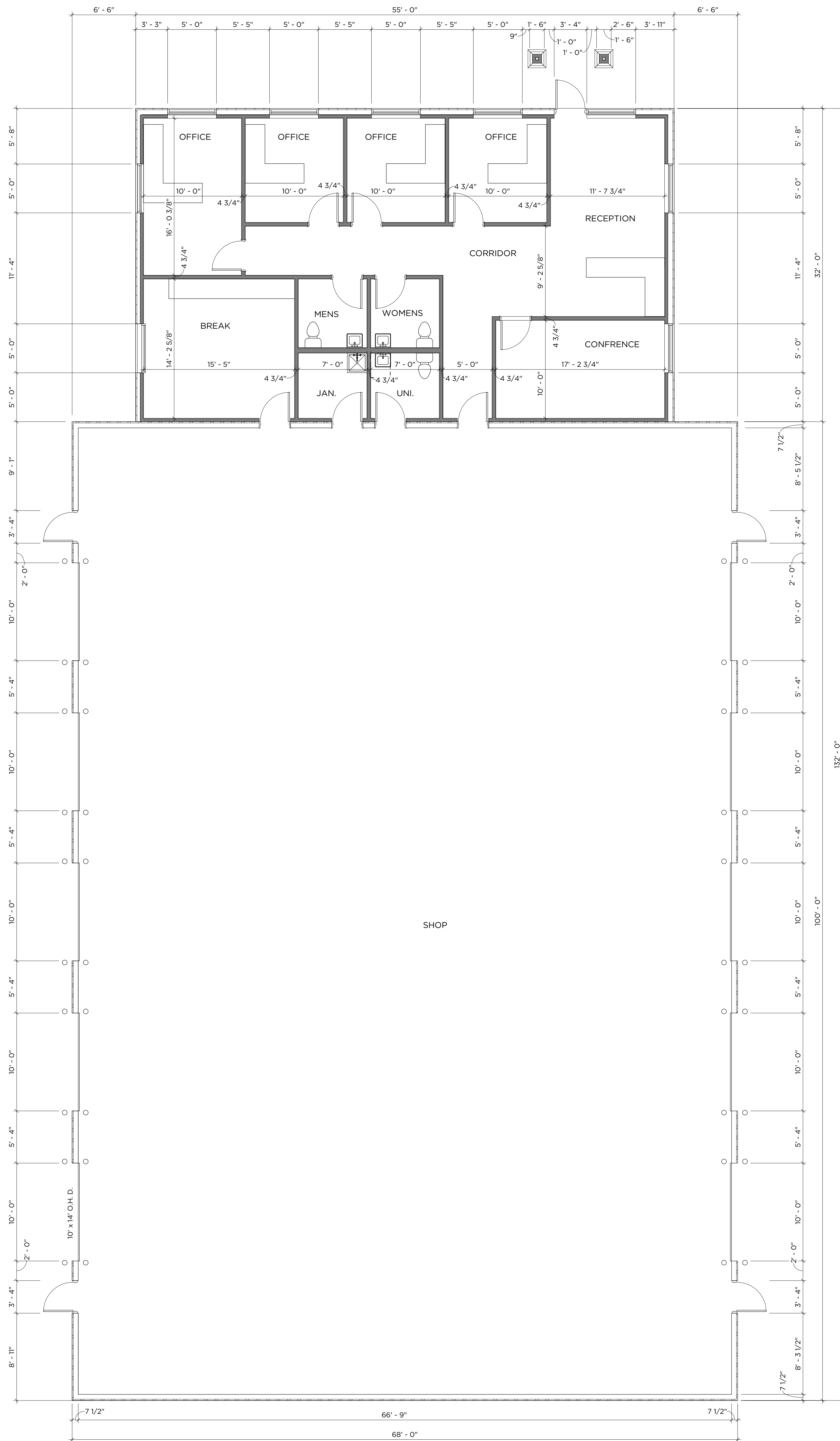


- DO NOT SCALE FROM DRAWINGS. BRING ANY DISCREPANCIES TO THE ARCHITECTS ATTENTION IMMEDIATELY.
- COORDINATE LOCATIONS AND QUANTITY OF WORK WITH MECHANICAL, ELECTRICAL, AND PLUMBING CONTRACTORS.
- ALL DIMENSIONS ARE CLEAR FROM THE FACE OF FINISHED WALL/PARTITION TO FACE OF FINISHED WALL/PARTITION OR FACE OF EXISTING WALLS ACTUAL FACE.
- ALL PIPING, CONDUIT AND RELATED MECHANICAL AND ELECTRICAL ITEMS SHALL BE CONCEALED WITHIN GYPSUM BOARD. FURRING AS REQUIRED IN FINISHED AREAS WHETHER SHOWN ON DRAWINGS OR NOT UNLESS NOTED OTHERWISE.
- PROVIDE METAL PLATE BACKING AND/OR TREATED WOOD BLOCKING IN WALLS WHERE WALL-MOUNTED EQUIPMENT IS SHOWN ON PLANS OR ELEVATIONS. VERIFY HEIGHT AND LENGTH WITH ACTUAL EQUIPMENT.
- SEE SHEET A011 & A012 FOR LIFE SAFETY PLAN AND FIRE PARTITION RATINGS.
- SHADED AREA INDICATES BUILDING ADDITION AND RENOVATION AREAS.
- CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS BEFORE CONSTRUCTION.



$$3/16'' = 1'-0''$$


3/16" = 1'-0"



FIRST FLOOR PLAN - SHOP 

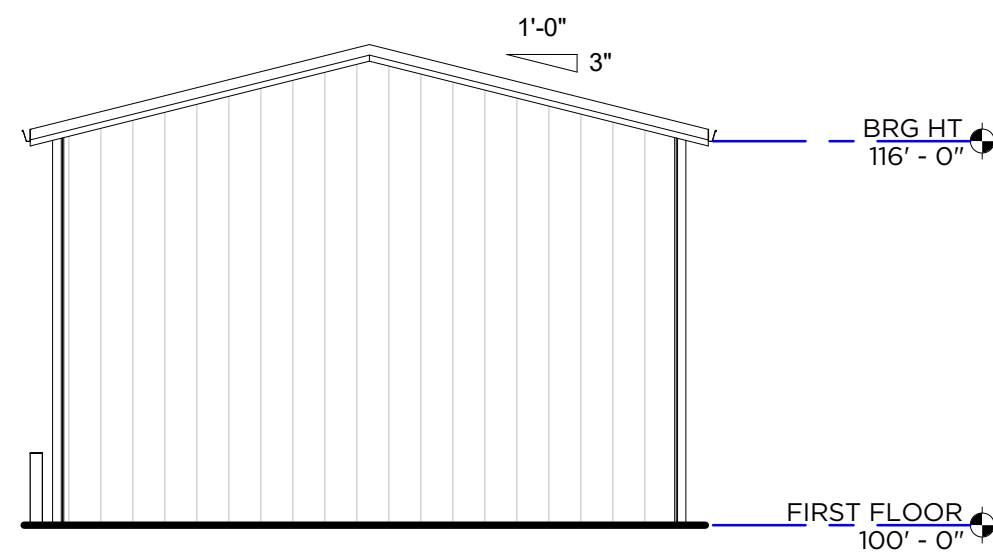
PRELIMINARY NOT FOR CONSTRUCTION

[illegible]

Project #: 23-01-20-001
Date: 07-06-2023
Drawn by: R. ROSE
Checked by: I. WILSON

EXTERIOR ELEVATIONS

A700

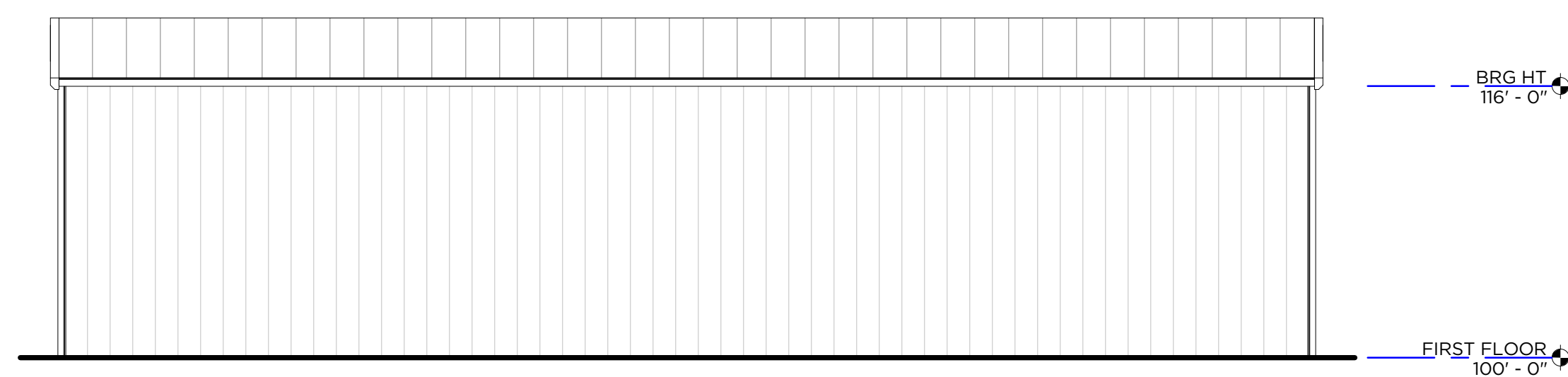


STORAGE - WEST ELEVATION

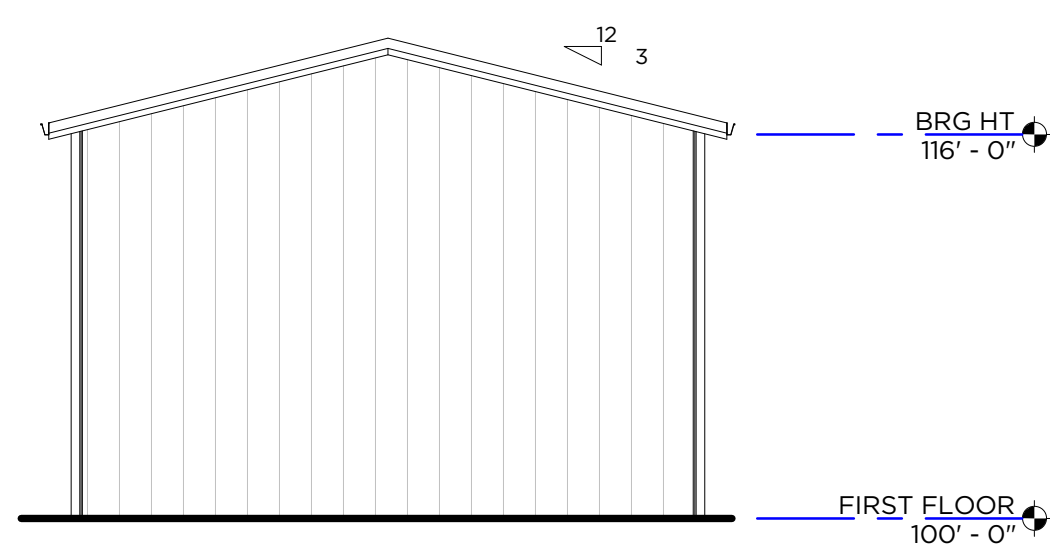
1/8" = 1'-0"



STORAGE - NORTH ELEVATION

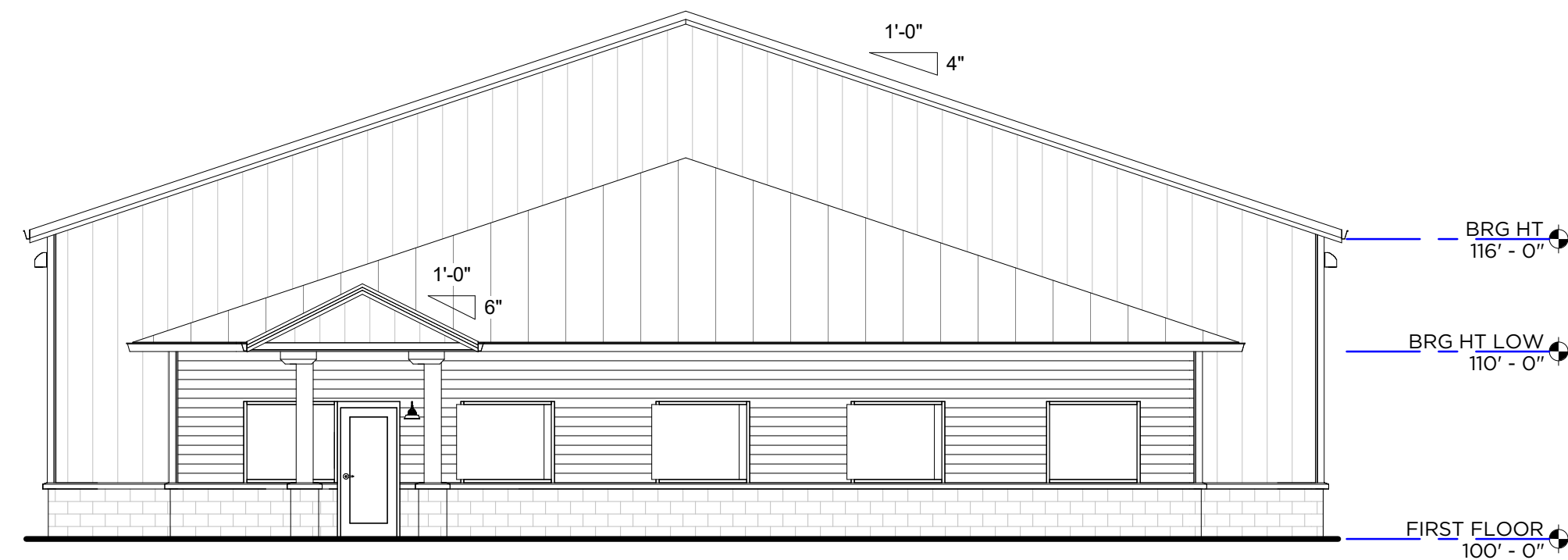
$$1/8'' = 1'-0''$$


STORAGE - SOUTH ELEVATION

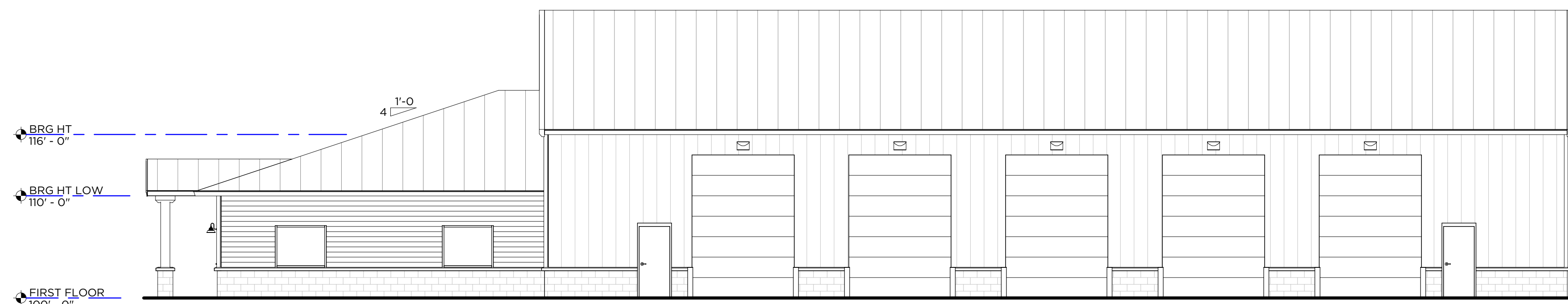
$$1/8'' = 1'-0''$$


STORAGE - EAST ELEVATION

1/8" = 1'-0"

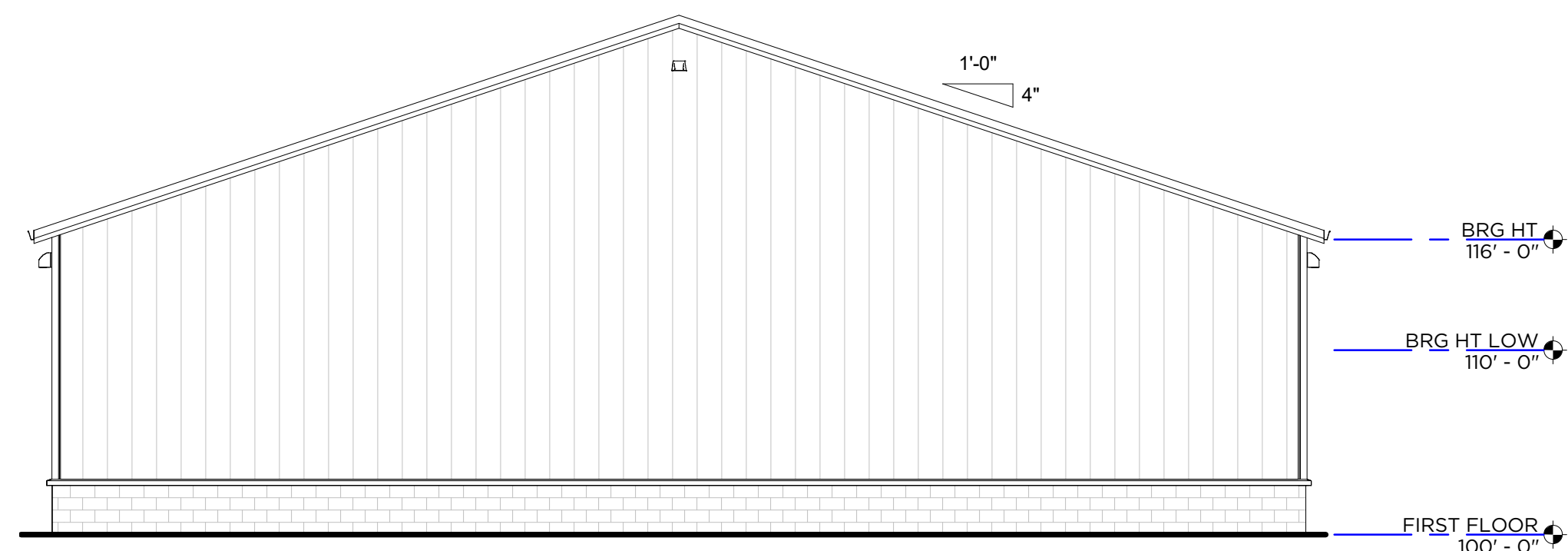


SHOP - NORTH ELEVATION

$$\underline{1/8'' = 1'-0''}$$


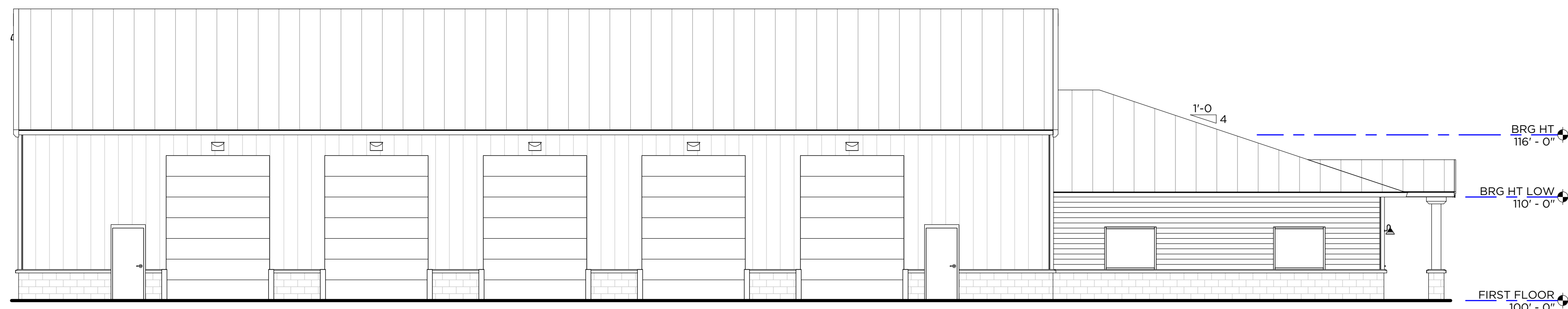
SHOP - WEST ELEVATION

1/8" = 1'-0"



SHOP - SOUTH ELEVATION

1/8" = 1'-0"



SHOP - EAST ELEVATION

1/8" = 1'-0"





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 17, 2024

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 17, 2024

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Consideration and Possible Action on Screening City Administrator Applications.
