Common Council

Regular Meeting

335 South Broadway
De Pere, WI 54115
http://www.de-pere.org

Agenda

Tuesday, September 15, 2020 **7:30 PM**

Pursuant to Wisconsin Statutes 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 15, 2020** at **7:30 PM.**

Due to the current public health emergency, the meeting will be held electronically and the public may attend this meeting electronically or telephonically by accessing either:

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
United States: +1 (312) 757-3117
Access Code: 154-883-285

THIS MEETING WILL NOT BE HELD IN PERSON.

This meeting may also be rebroadcast on TV throughout the week and available on demand at www.depere.tv.

I. Call to Order

1. Roll Call
2. Approval of the minutes of the September 1, 2020 Common Council meeting.
3. Public Hearing on a request to rezone Parcels WD-57, WD-67 and WD-70-1 at Fort Howard Avenue, located directly east and northeast of the Fort Howard Avenue and Parkview Dr intersection, from I-3 PDD (General Industrial District with a Planned Development Overlay) to a revised I-3 PDD.

    A. Notice of Public Hearing.

    B. Recommendation from the Plan Commission.

    C. Ordinance #20-13 Rezoning Certain Property I-3 PDD General Industrial District with a Planned Development District overlay to Revised I-3 PDD (Parcels WD-57, WD-67 and WD-70-1; 1500 Fort Howard Avenue).
4. Consideration and Possible Approval of $1,450 Donation from Baycare Clinic Foundation to Police for Bleeding Control Kits.
5. Recommendation from Finance/Personnel Committee to Increase 2020 wage rates for Chief Election Inspector & Election Inspector.
6. Consideration and acceptance of fish sculpture donation from Definitely De Pere (approximate value of $8,000).

7. Recommendation from the Board of Public Works to approve Definitely De Pere's Request for Permanent Fish Sculpture Location at the corner of George Street and Wisconsin Street
8. Recommendation from the Board of Public Works to approve award of Contract 20-20 Commerce Drive Utility Extension to Peters Concrete Co. in the amount of $168,557.15
9. Recommendation from the License Committee on the application for a Class "B" Fermented Malt Beverage License for De Pere Deacons Hockey Team, Inc. (DBA De Pere Deacons Hockey), 450 Ft. Howard Av. Submitted by De Pere Deacons Hockey Team, Inc: Agent David Lepp De Pere, WI.
10. Resolution #20-98 Authorizing Redevelopment Agreement Between Cobblestone Hotel Development, LLC and the City of De Pere (Main Avenue and North 5th Street).
11. Resolution #20-99 A Resolution Authorizing and Providing for the Sale and Issuance of $8,340,000 General Obligation Promissory Notes, Series 2020A, and All Related Details.
12. Resolution #20-100 A Resolution Authorizing and Providing for the Sale and Issuance of $2,657,000 Taxable General Obligation Promissory Notes, Series 2020B, and All Related Details.
13. Resolution #20-101 Authorizing Amendment to Boat Launch Fees.
14. Resolution #20-102 Authorizing Amendment to Division of Public Health DPH Contract #43561-3.
15. COVID-19 update from Health Department.
16. Operator License Applications.
17. Voucher approval.
18. Future agenda items.
19. Resolution #20-103 Ratifying Contract with the De Pere Professional Firefighter's Association – IAFF Local #141.

    PLEASE TAKE NOTICE THAT, pursuant to Wis. Stats. §19.85(1)(e), the Council may convene in closed session for the purpose of deliberating or negotiating investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
    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.

20. 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:

Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Tina Quigley, Definitely De Pere
Chris Pahl, Ruder Ware et al.
Thomas Wood
Anna Jakubek, Cobblestone Hotels
Matt Kriese, Brown County
Kevin Chevalier, McMahon
James Peters, Peters Concrete Co
David Lepp, De Pere Deacons Hockey
Dan Lotter, IAFF Local 141

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the September 1, 2020 Common Council meeting.**

ATTACHMENTS:

- 9-1-20 Common Council Minutes_Draft (PDF)

Common Council

335 South Broadway
De Pere, WI 54115
http://www.de-pere.org

Regular Meeting

Draft Minutes

Tuesday, September 1, 2020 **7:30 PM**

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	Alderperson	Present	
Mike Eserkaln	Alderperson	Present	
Jonathon Hansen	Alderperson	Present	
Amy Chandik Kundinger	Alderperson	Present	
Shana Defnet Ledvina	Alderperson	Present	
Casey Nelson	Alderperson	Present	
Dean Raasch	Alderperson	Present	
Kelly Ruh	Alderperson	Present	
James Boyd	Mayor	Present	

2. Approval of the minutes of the August 18, 2020 Common Council meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

3. Recommendation from the Board of Park Commissioners to Accept $500 Donation from Brown County Community Women's Club for Youth Activities/Equipment.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Amy Chandik Kundinger, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

4. Recommendation from the Board of Park Commissioners to award the Community Center Insulation and Roofing Project (Project 20-14) to Milbach Construction Services Co. in the amount of $85,770.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Amy Chandik Kundinger, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

5. Recommendation from Plan Commission to approve a proposed extraterritorial 4 lot certified survey map at the 3300 BLK Eiler RD in the Town of Rockland (Parcels R-224, R-229).

Attachment: 9-1-20 Common Council Minutes_Draft (10004 : Approval of the minutes of the September 1, 2020 Common Council meeting.)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

6. Recommendation from Plan Commission to approve a proposed extraterritorial 2 lot certified survey map at 5041 Sportsman DR in the Town of Ledgeview (Part of Parcel D-417).

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Kelly Ruh, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

7. Discussion and Possible Action Regarding WPS and the City of De Pere East Industrial Park Utility Planning, Funding and Installation.

Development Services Director Dan Lindstrom explained the situation with Wisconsin Public Services' plan to install new overhead utility lines in the East Industrial Park. Staff is proposing to have them placed underground at City cost in order to maintain the aesthetics of the park. Dan then reviewed the three alternatives outlined in the agenda packet. Discussion followed regarding Alternative A - funding through TID 10 or a new TID. Staff also answered questions about the timing of the request and the potential for additional costs due to delaying the scheduled work crew. Public Works Director Scott Thoresen explained that when a permit for this type of work is submitted, it is reviewed to make sure there are no conflicts with other utilities; staff typically does not review for overhead versus underground placement. Dan explained that state statutes allow WPS and other utilities to place services in a manner deemed necessary and appropriate to them.

Alderperson Raasch moved, seconded by Alderperson Carpenter to open the meeting. Upon vote, motion carried unanimously. Bob Laskowski from Wisconsin Public Service explained that the utility cannot make a profit from the project whether it is overhead or underground, and only passes along the additional costs charged by the subcontractor. He also answered questions about their bidding process. Business park property owner Robert Shade spoke in favor of placing the utility lines underground. Alderperson Raasch moved, seconded by Alderperson Carpenter to close the meeting. Upon vote, motion carried unanimously.

Discussion followed regarding the proposed alternatives, and the possibility of acquiring an easement within the necessary timeframe. Alderperson Kundinger requested clarification from WPS on their construction schedule and on proposed Alternative B. Alderperson Kundinger moved, seconded by Alderperson Ledvina to open the meeting. Upon vote, motion carried with Alderpersons Ruh and Raasch voting nay. Bob Laskowski and Robert Shade answered Council members' questions. Alderperson Hansen moved, seconded by Alderperson Raasch to close the meeting. Upon vote, motion carried unanimously.

Alderperson Raasch moved, seconded by Alderperson Hansen to approve the placement of underground utility lines, to be funded by TID 10, with initial funding being borrowed from unassigned reserves for TID 10.

Attachment: 9-1-20 Common Council Minutes_Draft (10004 : Approval of the minutes of the September 1, 2020 Common Council meeting.)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

8. Recommendation from the License Committee on a request by Cheyenne M. Blackowl to appear before the License Committee regarding denial of her Operator License application.

   Alderperson Carpenter explained that the License Committee took no action because the applicant had technical difficulties and could not dial in to the meeting. Alderperson Carpenter moved, seconded by Alderperson Ledvina to open the meeting. Upon vote, motion carried unanimously. The applicant answered Council members' questions. Alderperson Carpenter moved, seconded by Alderperson Raasch to close the meeting. Upon vote, motion carried unanimously.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

9. Recommendation from the License Committee on a request by Kelly L. Bloemer to appear before the License Committee regarding denial of her Operator License Application.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

10. Ordinance #20-11 Creating Section 13-11 Regarding Emergency Procurements (Second Reading).

RESULT:	**ADOPTED [6 TO 2]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson
NAYS:	Raasch, Ruh

11. Resolution #20-95 Authorizing Paid Administrative Leave for Required Quarantine from Work and Flexible Scheduling.

    Human Resources Director Shannon Metzler explained that the purpose of providing this paid leave is to cover employees who were exposed while working and who also do not earn sick leave. She cited seasonal and part time employees as examples.

Attachment: 9-1-20 Common Council Minutes_Draft (10004 : Approval of the minutes of the September 1, 2020 Common Council meeting.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Casey Nelson, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

12. Resolution #20-96 Approving Facade Improvement Project and Authorizing Disbursement of Grant (348 Main Avenue; Parcel WD-375).

Alderperson Hansen thanked the business owner for their work on this project.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

13. Resolution #20-97 Authorizing Agreement Regarding Redevelopment of Certain Property Between the City of De Pere and Tadych Investment Partners, LLC (123 North Broadway Street; Parcel ED-796).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

14. COVID-19 update from Health Department (request of Ald. Raasch).

Health Director Deborah Armbruster reviewed the information in the daily situational reports. She stated that they are working with any businesses that have questions and are providing them with unified mitigation strategies; they are also working very closely with the schools. She noted that the public can call the Health Department at any time. City Attorney Judy Schmidt-Lehman stated that staff has reached out to the law departments in Stevens Point and La Crosse regarding Alderperson Carpenter's question about maintaining a list of establishments with positive cases.

15. November election updates from the Clerk's office (request of Ald. Kundinger).

City Clerk Carey Danen provided an update regarding turnout projections for the November election, as well as the anticipated number of absentee ballot requests. Voters can track their ballots on myvote.wi.gov, and they can return their ballot via the drop box at City Hall if they choose. She reported that the goal is to operate all four polling locations in November, and that the alternate site for District 2 will be the Swan Club banquet hall on Heritage Road.

16. Operator License Applications.

Alderperson Carpenter moved, seconded by Alderperson Ledvina to approve New Operator applications #1-6 and 8. Upon vote, motion carried unanimously.

Attachment: 9-1-20 Common Council Minutes_Draft (10004 : Approval of the minutes of the September 1, 2020 Common Council meeting.)

Alderperson Carpenter moved, seconded by Alderperson Eserkaln to approve New Operator application #7, contingent upon written approval from his probation officer. Upon vote, motion carried unanimously.

17. Voucher approval.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

18. Future agenda items.

Alderperson Hansen requested that Engineering staff make sure to evaluate future permit applications for above ground versus underground placement of utilities.

19. Adjournment.

Alderperson Carpenter moved, seconded by Alderperson Ledvina to adjourn the meeting at 8:56 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

Attachment: 9-1-20 Common Council Minutes_Draft (10004 : Approval of the minutes of the September 1, 2020 Common Council meeting.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**C. Ordinance #20-13 Rezoning Certain Property I-3 PDD General Industrial District with a Planned Development District overlay to Revised I-3 PDD (Parcels WD-57, WD-67 and WD-70-1; 1500 Fort Howard Avenue).**

On August 24, 2020 Plan Commission unanimously recommended approval of the revised I-3 PDD zoning with a General Development Plan by a vote of 7-0, with conditions.

ATTACHMENTS:

- Ord20-13 (PDF)
- Public Hearing Notice - 1500 Fort Howard Rezoning_Sep 2020(DOCX)
- Report to Plan Commission - Rezoning WD-57, WD-67, WD-70-1 from I-3 PDD to Revised I-3 PDD (DOCX)
- Application Form (PDF)
- Site Plan (GDP REVISED) - Narrative & Drawings - 10 Aug 2020 (PDF)
- Legal description for WD-57_220D221 (PDF)
- Legal description for WD-67_143D67 (PDF)
- Legal description for WD-70-1_153D414 (PDF)

ORDINANCE #20-13

REZONING CERTAIN PROPERTY FROM I-3 PDD GENERAL INDUSTRIAL DISTRICT WITH A PLANNED DEVELOPMENT DISTRICT OVERLAY TO REVISED I-3 PDD
(Parcels WD-57, WD-67 and WD-70-1; 1500 Fort Howard Avenue)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change in zoning classification for the property described below and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 15th day of September, 2020 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

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

Section 1. That the following described property located at the Brown County Fairgrounds:

Parcel WD-57

Assessor's plat of West De Pere, that part of parcel D of subdivision of Lot 97, commencing at intersection east line of Highway 41 and south line, thence S64ºE along south line 1428.5 feet, thence N26ºE 100 feet, thence N64ºW 1364 feet to west line of Highway 41, thence S 119 feet to the point of beginning

Parcel WD-67

Assessor's plat of West De Pere, parcel I of Lot 98

Attachment: Ord20-13 (9937 : Ordinance #20-13 Rezoning 1500 Fort Howard Avenue from I-3 PDD to revised I-3 PDD)

Parcel WD-70-1

Northerly 200 feet of Lot 4 of subdivision of Private Claim 26 West Side Fox River lying easterly of old Highway 41

shall be and the same are hereby rezoned from the present zoning classification of I-3 PDD, General Industrial District with a Planned Development District, to Revised I-3 PDD, as set forth in and regulated by the provisions of §14-49 and §14-59 De Pere Municipal Code, as follows:

1. The use of an RV dump station is approved as a permitted use, with the following allowances:
    a. Reducing transitional yard for RV dump station from 50' to 15';
    b. Allowing a dustproof gravel base for drive lanes;
    c. Potential combining of parcels as certain permits may not be obtainable if final Precise Implementation Plan site location straddles a property line.
2. The restroom is a permitted use, with the following allowances:
    a. Eliminating transitional yard requirement for restroom;
    b. Reducing side yard setback from 25' to 14' for restroom building;
    c. Permitting the use of metal materials on all four facades of the restroom building.
3. All 58 existing campsite locations must be identified on the Precise Implementation Plan submittal for this project.
4. Brown County Fairground Master Plan must be updated to reflect new structure locations. Final Master Plan approvals should also be submitted to the City for approval/acceptance.
5. Any use that ceases for a period of 12 months requires a new General Development Plan and Precise Implementation Plan approval.
6. Compliance with all state and local laws and regulations, including compliance with all the provisions of Chapter 14, De Pere Municipal Code.

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

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

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

Attachment: Ord20-13 (9937 : Ordinance #20-13 Rezoning 1500 Fort Howard Avenue from I-3 PDD to revised I-3 PDD)

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of September, 2020.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 8/24/2020
Publication Date: _____
Effective Date: _____

Attachment: Ord20-13 (9937 : Ordinance #20-13 Rezoning 1500 Fort Howard Avenue from I-3 PDD to revised I-3 PDD)

Publish: September 1, 2020 & September 8, 2020 in the Green Bay Press-Gazette (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, September 15, 2020** at 7:35 PM or as soon thereafter as can be heard by the Common Council of the City of De Pere, a public hearing will be held to act on the rezone request for the following property:

Parcels WD-57, WD-67 and WD-70-1 at 1500 Fort Howard Avenue, located directly east and northeast of the Fort Howard Avenue and Parkview DR intersection, from I-3 PDD (General Industrial District with a Planned Development District overlay) to a revised I-3 PDD, to allow for the use of a proposed RV dump station & a restroom addition.

Due to the public health emergency, the meeting will be held electronically and the public may attend this meeting electronically or telephonically by accessing either: Computer/smart phone accessing https://www.gotomeet.me/DePere OR dial by phone: United States (Toll Free): 1-866 899-4679 United States: +1 (312) 757-3117 Access Code: 154-883-285.

A map of the proposed rezoning is available from the Common Council by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 1st day of September, 2020.

BY ORDER OF THE COMMON COUNCIL

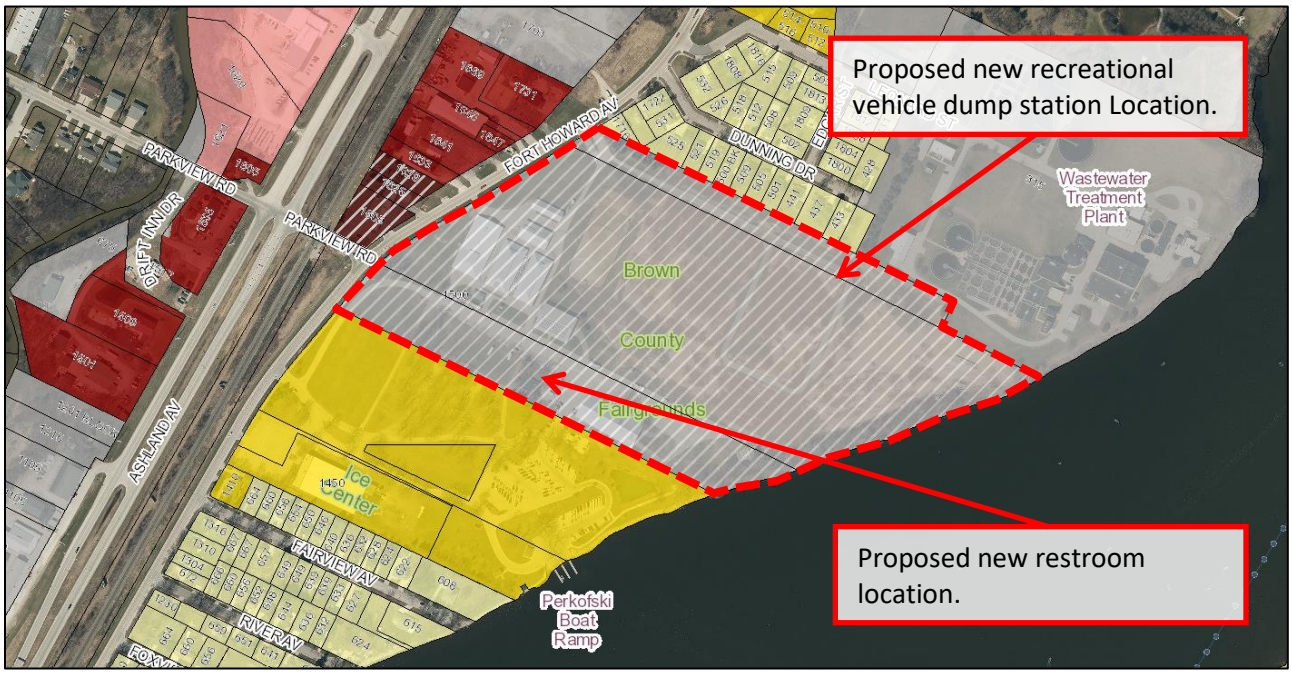
James G. Boyd
Mayor

Carey E. Danen
City Clerk

Attachment: Public Hearing Notice - 1500 Fort Howard Rezoning_Sep 2020 (9937 : Ordinance #20-13 Rezoning 1500 Fort Howard Avenue from I-

Item 7: **Staff recommendation and possible action regarding a rezoning request from I-3 PDD (General Industrial District with a Planned Development District overlay) to revised I-3 PDD at 1500 Fort Howard AV (Parcels WD-57, WD-67, WD-70-1).***

SITE MAP



REQUESTED ACTION: Rezoning Request.

Rezone Brown County Fairground parcels I-3 PDD to revised I-3 PDD in order to allow for the construction of a new restroom and a new recreational vehicle dump station. A former PDD/PIP from 2005 expired and did not reference the structures. Also, Brown County is updating the Fairground Master Plan in August 2020 to reflect the proposed changes.

COMMON DESCRIPTION: 1500 Fort Howard DR, located east from the Fort Howard DR and Parkview RD intersection. Also along the West side of the Fox River.

PARCEL NUMBERS: WD-57, WD-67, WD-70-1

EXISTING ZONING: I-3 PDD (General Industrial District with a Planned Development District overlay).

PROPOSED ZONING: I-3 PDD (General Industrial District with a Planned Development District overlay).

SURROUNDING LAND USES: Single family residential (R-1) and waste water treatment plant (I-3) to the north.
City owned portion of fair grounds (R-2) to the south.
Fox River to the east.
Businesses (B-2 & B-3) and Ashland AV to the west.

COMPREHENSIVE PLAN: Parks and Recreation.

Attachment: Report to Plan Commission - Rezoning WD-57, WD-67, WD-70-1 from I-3 PDD to Revised I-3 PDD (9937 : Ordinance #20-13

Attachment: Report to Plan Commission - Rezoning WD-57, WD-67, WD-70-1 from I-3 PDD to Revised I-3 PDD (9937 : Ordinance #20-13

APPLICANT / OWNER:

Matt Kriese, Brown County Parks Director Authorized representative PO BOX 236000 Green Bay, WI 54305-3600	Brown County Park Fairgrounds Property owner PO BOX 236000 Green Bay, WI 54305

SITE HISTORY:

The Brown County Fairground has been located at the subject location for over 100 years. The site encompasses 36 acres of Brown County-owned land with seven main buildings, a hard surface midway area, and a ¼ mile of Fox River frontage. The site is used for community celebrations, agricultural shows, the annual Brown County Fair, and other holiday events during the warmer months. During the winter, the large buildings are used for unheated storage. *(Above 'Site History' source: Brown County Fairgrounds Master Plan – March 2019).*

In 2005 a rezoning PDD, General Development Plan and Precise Implementation Plan was approved for the site. Submitted site plans in 2020 did not match the 2005 documents. This request will update the rezoning-PDD and General Development Plan, in anticipation of an upcoming Precise Implementation Plan.

On July 27, 2020, Brown County presented pre-application plans to Plan Commission in order to remove and rebuild a new larger restroom near the same location, as well as removing an existing recreational vehicle (RV) dump station (near the restroom) and rebuilding a new larger RV dump station near the northern border of the fairground properties.

On August 10, 2020, Brown County submitted a rezoning-PDD request in order to update a year 2005 PDD/PIP for the fairground that has become outdated. At the same time, Brown County is updating their Fairground Master Plan to reflect the two new additions being in the proposed locations.

STAFF REVIEW:

With this request, the applicant proposes the following changes to the I-3 PDD overlay:

Parcels WD-57 & 67 (part of area identified for new RV dump station on Site Map).

Rezone the existing I-3 PDD overlay with a revised I-3 PDD overlay that allows for:

RV DUMP STATION AREA

	TOPIC	EXISTING REQUIREMENTs	PROPOSED NEW PDD REQUIREMENTs
1.	RV Dump Station Use	Use Exists	Continued use in new location
2.	Transitional Yards	50' (adjacent to residential)	~15' (adjacent to residential)
3.	Drive Lane Surface	Hard bituminous	Gravel base (dustproof)
4.	Property Lines	Structures may not cross property lines	Parcels may require combining
5.	B.C. Fairgrounds Master Plan	Does not show facility	Updated to show facility

NOTE: All other I-3 District requirements, and site plan design requirements, will be followed.

Parcels WD-70-1 (part of area identified for new restroom on Site Map).

Rezone the existing I-3 PDD overlay with a revised I-3 PDD overlay that allows for:

RESTROOM AREA

	TOPIC	EXISTING REQUIREMENTs	PROPOSED NEW PDD REQUIREMENTS
1.	Restroom Use	Use Exists	Continued use in new location
2.	Transitional Yards	50' (adjacent to residential)	Eliminated (adjacent to City)
3.	Side Yard Setback	25'	~14'
4.	Façade Materials (street side - front)	Masonry, stone, glass	Masonry and metal
5.	Façade Materials (Side and rear)	Masonry, stone, glass (metal if PC approved)	Masonry and metal
6.	B.C. Fairgrounds Master Plan	Does not show facility	Updated to show facility

NOTE: All other I-3 District requirements, and site plan design requirements, will be followed.

When a PDD overlay is part of a rezoning request, a "General Development Plan" must be submitted to Plan Commission with the rezoning request. The petitioner submitted documents that include the information for a General Development Plan, including an organizational structure, letter of intent, company summary, concept site plan, elevations, etc. For ease of review, the General Development Plan information has been summarized below, in a format identified in the City's Municipal Code:

- *NOTE: A General Development Plan identifies the general concept for a property and is not intended to reflect a complete Site Plan*

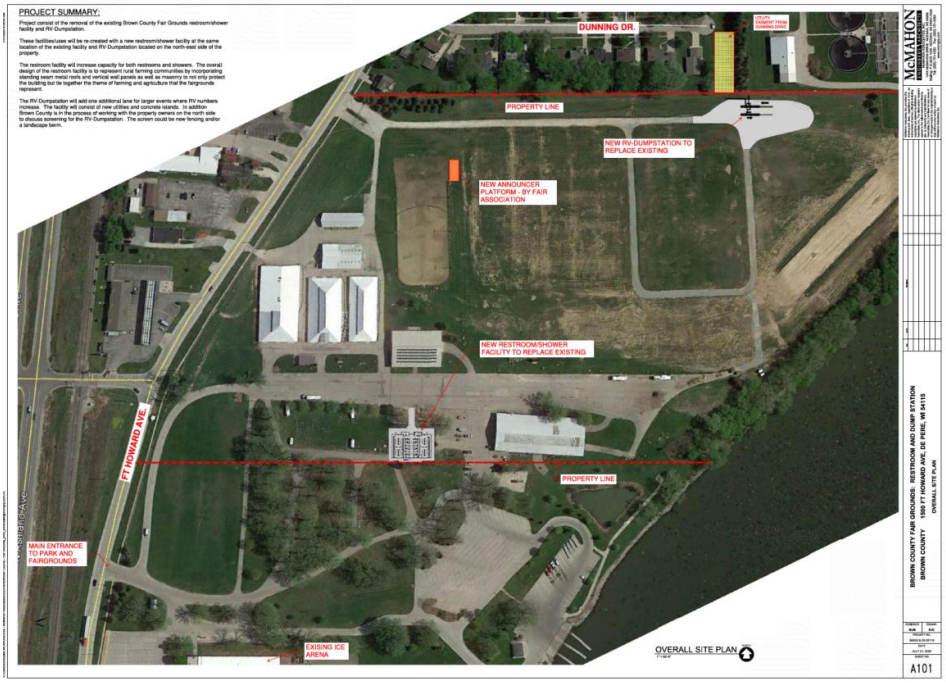
GENERAL DEVELOPMENT PLAN SUMMARY

- **General Location Map**

The Site Map at the beginning of this report identifies the three parcels of the Brown County owned portion of the fairground. The following Master Plan Map and air photo identifies the following three proposed changes to the fairground:

- New restroom addition at south end of property
- New RV addition at north end of property
- New announcer stand near horse corral (not part of this PDD review)

Attachment: Report to Plan Commission - Rezoning WD-57, WD-67, WD-70-1 from I-3 PDD to Revised I-3 PDD (9937 : Ordinance #20-13



- **Property Boundaries**

The general property boundary for each zoning category can be clearly seen on the attached graphics in this report. Three documents with legal descriptions for each of the three parcels are attached to the end of this report.

- **Property Topography**

The property is relatively flat. Topography was provided during the pre-consultation in July 2020, and will also be part of the Precise Implementation

Attachment: Report to Plan Commission - Rezoning WD-57, WD-67, WD-70-1 from I-3 PDD to Revised I-3 PDD (9937 : Ordinance #20-13

phase at a future meeting. The below graphic demonstrates existing year 2010 topography from GIS.

- **General site plans that cover the following:**

a. Land uses

The proposed land use for the PDD area will be a county fairground. The area is also use for special seasonal events and for camping. There are 57 campsites in the area.

One of the proposed expanded events relates to RV usage, thus the need for an enhanced restroom and RV dump station. The site is intended for users that are staying on the property. The RV dump station, for example, is not a regional site where one would drive to the fairground for the sole purpose if using the dump station.

b. Residential density

The residential usage is intermittent for the purposes of camping. There are 58 existing campsites now, however, the original PDD approved only 31 campsites. All campsites will be identified on the Precise Implementation plan. There are no permanent, habitable residential structures on the site.

c. Aesthetic characteristics

Building elevations and/or site footprints for the restroom and RV dump station are included with the site plan. The proposed restroom building is designed with masonry and metal in order to integrate with the agricultural appearance of other structures on the property. The RV dump station shows only the site footprint.

Attachment: Report to Plan Commission - Rezoning WD-57, WD-67, WD-70-1 from I-3 PDD to Revised I-3 PDD (9937 : Ordinance #20-13

d. Street patterns

The two existing street connections to Fort Howard AV remain unchanged. The northeast corner of the gravel drive street will be "bulged out" in order to accommodate the turning radius of RV's at the new location. No additional streets or driveways are proposed at this time.

e. Basic storm drainage patterns

The PDD does not go into details for storm water management. Erosion control for land disturbance and storm water management will be a part of the Precise Implementation Plan review for the project. Erosion control was included with the pre-consult information, but was not specifically reviewed by Plan Commission at that time. However, suggestions were forwarded to the petitioner by staff.

f. Recreational and open spaces (size/location)

There are no proposed new City park facilities or open spaces located within the PDD area. In addition to being a fairground, the nearest public recreational facility in De Pere is the Perkofski Boat Ramp on the Fox River to the south.

g. Common open spaces

The site is a fairground with a campground. There are no condominium type common open spaces.

h. Development statistical data

The proposed development is not expected to change the permanent population for the City. The proposed and existing public street system, parks, and school district will accommodate the new residents.

i. Deed restrictions and structure of associations

The General Development Plan does not identify specific deed restrictions.

j. Additional info added by Plan Commission

During the July 27, 2020 pre-consultation with Plan Commission the staff report and Plan Commission referenced moving the RV dump station as far to the east as possible. Plans submitted for the August 24, 2020 revised rezoning-PDD and General Development Plan did not show a change for the location of the RV dump station.

Additional information may be requested at the time of the August 24, 2020 Plan Commission meeting.

Overall, the proposed rezoning is in conformance with the future land uses identified by the City's Comprehensive Plan.

Attachment: Report to Plan Commission - Rezoning WD-57, WD-67, WD-70-1 from I-3 PDD to Revised I-3 PDD (9937 : Ordinance #20-13

REVIEW PROCESS:

For rezoning applications with a PDD overlay and General Development Plan, the Plan Commission provides a recommendation to the Common Council for the rezoning and the components of the PDD overlay that are identified in the General Plan. If recommended for approval by Plan Commission, a public hearing is expected to be held at the September 15, 2020 Common Council meeting prior to review of the rezoning and General Development Plan by the Common Council.

Planned Development District Rezoning projects undergo a multiphase review process as follows.

Plan Commission Pre Application Review – *Completed July 2020*
Plan Commission Rezoning & General Plan Review*
Class II Public Hearing Notice
Common Council Public Hearing and Ordinance Review
Plan Commission Precise Implementation Plan (PIP) Review*
Common Council Precise Implementation Plan (PIP) Review

*Property owner *notification within 300' of project.*

Property owners within 300 feet of the three parcels have been notified regarding this application. Rezoning sign(s) have also been posted on the property.

Within five years of Common Council approval of the rezoning and General Development Plan, an application for a Precise Implementation Plan (PIP) must be submitted or the General Development Plan expires. That submittal is reviewed by the Plan Commission and the City Council.

STAFF RECOMMENDATION:

In order to accomplish a rezoning-PDD with a GDP as presented, the following conditions would need to be considered by Plan Commission:

Note: Plan Commission can either approve with the conditions as is, revise the conditions, or reject the request.

1. Compliance with all state and local laws and regulations.
2. All 58 existing campsite locations must be identified on the Precise Implementation Plan submittal for this project.
3. Brown County Fairground Master Plan must be updated to reflect new structure locations. Final Master Plan approvals should also be submitted to the City for approval/acceptance.
4. Any use that ceases for a period of 12 months requires a new General Development Plan and Precise Implementation Plan approval.
5. Specifically, the following for the RV dump station:
    a. Permitting a RV dump station as a use.
    b. Reducing transitional yard for RV dump station from 50' to 15'.
    c. Allowing a dustproof gravel base for drive lanes.
    d. Potential combining of parcels as certain permits may not be

Attachment: Report to Plan Commission - Rezoning WD-57, WD-67, WD-70-1 from I-3 PDD to Revised I-3 PDD (9937 : Ordinance #20-13

obtainable if final Precise Implementation Plan site location straddles a property line.

6. Specifically, the following for the restroom:
    a. Permitting a restroom as a use.
    b. Eliminating transitional yard requirement for restroom.
    c. Reducing side yard setback from 25' to 14' for restroom building.
    d. Permitting the use of metal materials on all four facades of the restroom building.

Attachment: Report to Plan Commission - Rezoning WD-57, WD-67, WD-70-1 from I-3 PDD to Revised I-3 PDD (9937 : Ordinance #20-13

Print Form

1.3.d

DE PERE RUNS DEEPER	**CITY OF DE PERE** **APPLICATION FOR REZONING** **Planned Development District**	**Fee:** $ 305.00 **Receipt #:** **Date:**

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity)	Authorized Representative	Title	
Brown County	Matt Kriese	Brown County Parks Director	
Mailing Address	**City**	**State**	**ZIP Code**
P.O. Box 236000	Green Bay	WI	54305
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	
Matt.Kriese@browncountywi.gov	920-448-4465		

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity)	Contact Person	Title	
Brown County	Matt Kriese	Brown County Parks Director	
Mailing Address	**City**	**State**	**ZIP Code**
P.O. Box 23600	Green Bay	WI	54305
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	
Matt.Kriese@browncountywi.gov	920-448-4465		

SECTION 3: Project or Site Location

Project Address/Description	Parcel Number(s):
Brown County Fair Grounds - 1500 Ft. Howard Ave.	39-6005671

SECTION 4: Proposed Rezoning Use

Existing Zoning:	I-3 (With Planned Development District Overlay)		
Proposed Zoning:	Update PDD overlay		
Adjacent Zoning: North	**Adjacent Zoning: South**	**Adjacent Zoning: West**	**Adjacent Zoning: East**
R-1 and I-3	R-2	B-2 and B-3	Fox River
Present Use of Parcel	Fair grounds, camping and special events		
Proposed Use of Parcel	Use to remain as is.		

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print)	Title	Phone Number
Matt Kriese	Brown County Parks Director	920-448-4465

Signature of Applicant	Date Signed
Matt Kriese	08/03/2020

Attached additional sheets if necessary.

Attachment: Application Form (9937 : Ordinance #20-13 Rezoning 1500 Fort Howard Avenue from I-3 PDD to revised I-3 PDD)

Attachment: Site Plan (GDP REVISED) - Narrative & Drawings - 10 Aug 2020 (9937 : Ordinance #20-13 Rezoning 1500 Fort Howard Avenue from

McMAHON ENGINEERS ARCHITECTS

Brown County, WI
Established 1818

BROWN COUNTY – FAIR GROUNDS
RESTROOM AND RV DUMPSTATION

August 10, 2020

PROJECT SUMMARY

As the first stage of the overall improvements to the Brown County Fairgrounds site, The Brown County Parks Department is planning to replace the existing restroom facility and RV-Dumpstation on the property.

The existing restroom facility was built in the 1960's and consist of block construction that will be demolished, and the new restroom facility would be built within the same general area. The new facility will increase the number of restroom fixtures and provide additional private shower facilities. In addition, the new facility will have accessible restrooms and showers.

The existing waste disposal station is located just to the north of the existing restroom facility and will be reconstructed on the north-east side of the fairground's property.

McMAHON ASSOCIATES, INC. | 1445 McMAHON DRIVE NEENAH, WI 54956 Mailing P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FAX 920.751.4284 MCM@MCMGRP.COM WWW.MCMGRP.CO

THE McMAHON Way
Values Culture Rela...

Attachment: Site Plan (GDP REVISED) - Narrative & Drawings - 10 Aug 2020 (9937 : Ordinance #20-13 Rezoning 1500 Fort Howard Avenue from

PROJECT DESIGN CONSIDERATIONS

The desire is for the overall design of the project to represent rural communities and agriculture while taking into consideration the zoning district and PDD overlay.

Additional project design considerations included:

- Master plan to be reviewed to help evaluate the most appropriate location for the restroom and RV Dumpstation as they pertain to future site components.
- Maintain existing site utilities as best as possible.
- Existing open spaces to be maintained.
- Privacy for the residence from the proposed RV-Dumpstation.
- If feasible maintain existing oak trees.
- Create a facility that allows access for all community members.

DESIGN SOLUTION

The proposed design will include rural communities and agricultural buildings by including metal roof and wall panels. In addition, masonry will be included per the current zoning ordinances.

The overall master plan has been coordinated with the location of the restroom and RV-Dumpstation and will be updated as the plans are approved.

The location for the new restroom facility was selected due to its location for easy access to site utilities as well as location for access from event participants. With the location remaining close to the current restroom's footprint the open space of the fairgrounds is maintained. In addition, the location allows for all community members to readily access the restroom facility as it is centrally located for the Fair Grounds and City of De Pere use as well.

The RV-Dumpstation location has taking into consideration future access driveways and its proximity to residential areas be being shifted as far east as possible without altering traffic patterns as part of the master plan. In addition, Brown County is in the process of setting up a neighborhood meeting to discuss the existing fence line and any feedback the residence may have.

The building has been pushed 14'-0" away from the property line. This is due to the design teams attempt to save as many oak trees as possible. Trees that have been removed will be replaced and a landscape plan will be provided at a later date.

The facility is fully handicapped accessible and has ADA push plates at the main entrance and the men's and women's restroom entrances as well. In addition, the shower rooms include toilets for families and are considered gender neutral.

ADDITIONAL ITEM

The Brown County Fair Association recently completed construction of an announcer's platform. The platform is planned to be located at the north-east corner of the existing horse show area. The platform is approximately 180 s.f. and contains a stair up to 9'-6" height. The overall structure is planned to be 20'-6" tall. The platform will be used for the yearly fair and special events.

REQUESTED ZONING MODIFICATIONS

- Side yard setback for I-3 are 25'-0". Request side yard to be reduced to 14'-0". This will allow for more green space and preservation of trees to the north of the proposed building.

- Masonry requirement for I-3 on the street side. Request the approval of masonry wainscoting on bottom portion of building all sides and metal panels above. This fits into the design/theme of rural communities and agriculture.

Attachment: Site Plan (GDP REVISED) - Narrative & Drawings - 10 Aug 2020 (9937 : Ordinance #20-13 Rezoning 1500 Fort Howard Avenue from

McMAHON ASSOCIATES, INC. | 1445 McMAHON DRIVE NEENAH, WI 54956 Mailing P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FAX 920.751.4284 MCM@MCMGRP.COM WWW.MCMGRP.CO

THE McMAHON Way
Values Culture Rela

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PROJECT SUMMARY:

Project consist of the removal of the existing Brown County Fair Grounds restroom/shower facility and RV-Dumpstation.

These facilities/uses will be re-created with a new restroom/shower facility at the same location of the existing facility and RV-Dumpstation located on the north-east side of the property.

The restroom facility will increase capacity for both restrooms and showers. The overall design of the restroom facility is to represent rural farming communities by incorporating standing seam metal roofs and vertical wall panels as well as masonry to not only protect the building but tie together the theme of farming and agriculture that the fairgrounds represent.

The RV-Dumpstation will add one additional lane for larger events where RV numbers increase. The facility will consist of new utilities and concrete islands. In addition Brown County is in the process of working with the property owners on the north side to discuss screening for the RV-Dumpstation. The screen could be new fencing and/or a landscape berm.

OVERALL SITE PLAN
1" = 60'-0"

McMAHON ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O.BOX 1025 NEENAH, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4284
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NO.	DATE	REMARKS

BROWN COUNTY FAIR GROUNDS: RESTROOM AND DUMP STATION
BROWN COUNTY 1500 FT HOWARD AVE, DE PERE, WI 54115
OVERALL SITE PLAN

DESIGNED	DRAWN
MJM	KJC

PROJECT NO.
B0633 6-20-00119

DATE
JULY 21, 2020

SHEET NO.
A101

Attachment: Site Plan (GDP REVISED) - Narrative & Drawings - 10 Aug 2020 (9937 : Ordinance #20-13 Rezoning 1500 Fort Howard Avenue from I-3 PDD to revised I-3 PDD)

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BUILDING INFORMATION

BUILDING USE & OCCUPANCY:	B "BUSINESS" RESTROOM AND SHOWER FACILITY
CONSTRUCTION TYPE:	TYPE IIB
BUILDING AREA:	6,248 SF
BUILDING HEIGHT:	27'-0" ABOVE GRADE TO RIDGE

CONCEPTUAL FIRST FLOOR PLAN

1/4" = 1'-0"

NORTH

McMAHON ENGINEERS ARCHITECTS
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NO.	DATE	REVISION

BROWN COUNTY FAIR GROUNDS: RESTROOM AND DUMP STATION
BROWN COUNTY 1500 FT HOWARD AVE, DE PERE, WI 54115
CONCEPTUAL FIRST FLOOR PLAN

DESIGNED	DRAWN
MJM	KJC

PROJECT NO.
B0633 6-20-00119

DATE
JULY 21, 2020

SHEET NO.
A102

Attachment: Site Plan (GDP REVISED) - Narrative & Drawings - 10 Aug 2020 (9937 : Ordinance #20-13 Rezoning 1500 Fort Howard Avenue from I-3 PDD to revised I-3 PDD)

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FENCE ENCLOSURE FOR MECHANICAL UNIT (SIMILAR)

STANDING SEAM INSULATED METAL ROOF PANELS (EXAMPLE - FOREST GREEN OR SIMILAR)

SPLIT FACE BLOCK "ADOBE" OR SIMILAR

CONCEPTUAL NORTH ELEVATION

CONCEPTUAL SOUTH ELEVATION

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NO.	DATE	REVISION

BROWN COUNTY FAIR GROUNDS: RESTROOM AND DUMP STATION
BROWN COUNTY 1500 FT HOWARD AVE, DE PERE, WI 54115
CONCEPTUAL EXTERIOR ELEVATIONS

DESIGNED	DRAWN
MJM	KJC

PROJECT NO.
B0633 6-20-00119

DATE
JULY 21, 2020

SHEET NO.
A103

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Attachment: Site Plan (GDP REVISED) - Narrative & Drawings - 10 Aug 2020 (9937 : Ordinance #20-13 Rezoning 1500 Fort Howard Avenue from I-3 PDD to revised I-3 PDD)

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CONCEPTUAL 3D VIEW (NORTH)

CONCEPTUAL 3D VIEW (SOUTH)

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NO.	DATE	REVISIONS

BROWN COUNTY FAIR GROUNDS: RESTROOM AND DUMP STATION
1500 FT HOWARD AVE, DE PERE, WI 54115
BROWN COUNTY
CONCEPTUAL 3D VIEWS

DESIGNED	DRAWN
MJM	KJC

PROJECT NO.
B0633 6-20-00119

DATE
JULY 21, 2020

SHEET NO.
A104

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Attachment: Site Plan (GDP REVISED) - Narrative & Drawings - 10 Aug 2020 (9937 : Ordinance #20-13 Rezoning 1500 Fort Howard Avenue from I-3 PDD to revised I-3 PDD)

BROWN COUNTY FAIRGROUNDS

FAIRGROUNDS MASTER PLAN ▪ MASTER PLAN

1500 FORT HOWARD AVE ▪ DE PERE, WI 54115

REVISED MASTER PLAN: JULY 21, 2020

NORTH

0' 100' 200' 300'

DATE ▪ 10.17.2018
RETTLER PROJECT # ▪17.025

RETTLE corporatio
▪ 3317 BUSINESS PARK DRIVE, STEVENS POINT, WI 54
▪ TELEPHONE ▪ 715 - 341 - 2633, FAX ▪ 715 - 341 - 043
▪ EMAIL ▪ INFO @ RETTLER.COM, WEBSITE ▪ WWW.RETTLER.COM

Attachment: Site Plan (GDP REVISED) - Narrative & Drawings - 10 Aug 2020 (9937 : Ordinance #20-13

No. 20—S-9. Warranty Deed. Sec. 235.16, Wis. Statutes (STATE OF WISCONSIN) Form No. 9. Published by Eau Claire Book & Stationery Co.

226887

VOL 220 PAGE 221

This Indenture, *Made by* Victor P. Schneider and Ruth L. Schneider, his wife, and Edith Crane

grantor s of Brown *County, Wisconsin, hereby convey and warrant to* Brown County, a body corporate,

grantee of Brown *County, Wisconsin, for the sum of* Fifteen hundred dollars *the following tract of land in* Brown *County, State of Wisconsin;*

That part of the south one hundred (100) feet of lot "D" of Assessor's sub-division, plat of 1925, of lot ninety-seven (97) of Assessor's sub-division, West side of Fox River in the city of De Pere, bounded and more particularly described as follows:-

Beginning at the point of intersection of the easterly line of the Green Bay-West De Pere Road (C.T.H."H") with the south line of said Lot "D"; thence South 64° East along said south line of Lot "D", a distance of 1428.5 feet to a point 50 feet west of a carp pond fence; thence North 26° East - 100 feet; thence North 64° West - 1364 feet to a point in said easterly line of the Green Bay - West De Pere Road; thence South 58° 49' West along said easterly line of the Green Bay-West De Pere Road, a distance of 119 feet to the point of beginning; and containing 3.22 acres of land, more or less. Said road being also known as the old West De Pere - Fort Howard River Road and such tract of land being in Private Claim 26, West side of Fox River.

In Witness Whereof - *the said grantor s ha ve hereunto set* their *hand s and seal s this* 16th *day of* June *A. D., 19* 39.

Signed and Sealed in Presence of

Victor P. Schneider (SEAL)

Ruth L Schneider (SEAL)

Edith M. Crane (SEAL)

(SEAL)

Leslie Smith

State of Wisconsin. } ss.

Brown County

Personally came before me, this 16th *day of* June *A. D., 19*39.

the above named Victor P. Schneider and Ruth L. Schneider, his wife, and Edith Crane

to me known to be the person s who executed the foregoing instrument and acknowledged the same.

Notary Public Brown *County, Wis.*

My Commission expires Nov. 19, 1939 *My Commission expires* *A. D., 19*

No. 226887

Victor P. Schneider and Ruth L. Schneider, his wife, and Edith Crane,

To

Brown County

Warranty Deed

REGISTER'S OFFICE, State of Wisconsin, County.

Received for Record this 27 day of A. D., 19 39

at 4:46 o'clock P.M., and recorded in Vol. 220 of Deeds on page 221

Register of Deeds.

Deputy.

No. 37212

Henry C. Collette and wife May Collette

Grantors of Brown County, Wisconsin, hereby

Convey and Warrant ~~Quit Claim~~ to Brown County, Wisconsin.

Grantee of Brown County, Wisconsin,

for the sum of Eight thousand ($8000.00) DOLLARS,

the following tract of land in Brown County, in the State of Wisconsin:

All that part of Lot III Subdivision of Private Claim 26 on the West Side of Fox River lying between said River and the Public Highway, leading from the City of Fort Howard to Nicollet, and containing twenty five (25) acres more or less and known as that part of Lot Ninety Eight (98) Assessors Subdivision to Nicollet (now a part of the City of De Pere) lying between Fox River and the Public Highway leading from the city of Fort Howard to Nicollet. The intention being to convey the same tract described in deed recorded July 6, 1886, in Volume 67 Deeds 586.

With all buildings and improvements thereon.

($8.00 Revenue Stamp Cancelled.)

Witness the hands and seals of said Grantors this 20th day of May, 1918

In Presence of

W. B. Surplice

C. M. Steeno

Henry C. Collette [Seal]

Mae Collette [Seal]

[Seal]

[Seal]

STATE OF WISCONSIN, Brown County. } ss. Personally came before me this 20th day of May, ~~xxxx~~1918

the above named Henry C Collette and wife May Collette

to me known to be the person s who executed the foregoing instrument and acknowledged the same. as their free act and deed.

C. M. Steeno,
Notary Public, Wis.

Received for record May 24th 19 18

at 11;00 o'clock A M.

Register.

NOTARIAL SEAL.

My commission expires Oct. 26, 1919

Attachment: Legal description for WD-67 143D67 (9937 : Ordinance #20-13 Rezoning 1500 Fort Howard Avenue from I-3 PDD to revised I-3 PDD)

Packet Pg. 33

414

and these presents to be signed by its PRESIDENT and attested by its SECRETARY this twentieth day of December, A.D., nineteen hundred and twenty one.

IN PRESENCE OF

H.H. Doerk

H.L.Larimer

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

BY W. H. Finley PRESIDENT

ATTEST: John D. Caldwell SECRETARY

APPROVED: F.J.Cleveland Land Commissioner

-ar.

($20.00 revenue stamp canceled)

Countersigned: L. A. Robinson Comptroller
$20,000.00 12/20/21

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me this 5thday of January, A.D., nineteen hundred and twenty two (1922) the above named W.H.Finley to me known to be the President of the CHICAGO AND NORTHWESTERN RAILWAY COMPANY and JOHN D .CALDWELL to me known to be the SECRETARY of said Company and both to me known to be the persons who executed the foregoing instrument for and on behalf of said company by authority of its Board of Directors and acknowledged the same.

Recorded January 11th, 1922

At 11:30 o'clock A.M.

H.H. Doerk, Notary Public,

My commission expires March 15th, 1923.

Register.

##########

City of De Pere

No. 60811

to

WARRANTY DEED

Brown County

THIS INDENTURE, made by The Villages of De Pere and West De Pere now incorporated under the name of City of De Pere, a municipal corporation, located in theCounty of Brown, and State of Wisconsin, grantor, hereby conveys and warrants to Brown County, a body corporate in the State of Wisconsin, grantee, for the sum of One Dollar and other valuable considerations, the following tract of land in Brown County, Wisconsin:-

All that part of Lot IV in Private Claim Twenty six (26), on the West side of Fox River, bounded as follows: on the north by the northern boundary line of said Lot; on the East by Fox River; on the south by a line two hundred (200) feet south of and at right angles to and parallel with the northern boundary line of said Lot; and on the West by a road running between West Green Bay and West De Pere, being the north two hundred feet of that part of said Lot lying east of the aforementioned road, according to a plat of subdivision of said Private Claim 26, recorded Oct. 27,1841, in Volume M. page 138 in the office of the Register of Deeds in and for said Brown County.

This deed is executed pursuant to resolution adopted by the Common Council of said City of De Pere on Jan. 10th, 1922 and is to supersede the deed heretofore executed on April 30th, 1919.

In witness whereof, the said grantor pursuant to the aforesaid resolution has caused these presents to be signed by W.E. Kidney its Mayor, and countersigned by W.R.Matthews, its City Clerk, and its corporate seal to be hereunto affixed, this 11th day of January, 1922.

Signed, and sealed in presence of

Herb J. Smith

Frances Van Vonderen

(Seal of the City of De Pere, Brown County, Wis.)

City Of De Pere

W.E.Kidney
Mayor

Countersigned,
W.R.Mathews
City Clerk

State of Wisconsin :
:ss.
County of Brown , :

Personally came before me this 11th day of January, 1922, W.E.Kidney, Mayor, and W.R.Matthews, City Clerk of the above named City of De Pere, a municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of the said Municipal Corporation, by its authority.

Herb J. Smith
Notary Public, Brown County, Wis.
My commission expires Dec. 9, 1923.

Recorded Jan. 12, 1922

at 2:55 P.M.

Register.

##########

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Consideration and Possible Approval of $1,450 Donation from Baycare Clinic Foundation to Police for Bleeding Control Kits.**

At the May 12, 2020 Finance and Personnel Committee meeting approval was given to police to apply for a grant from Baycare Clinic Foundation in the amount of $1,500 for purchasing bleeding control kits. Bleeding control kits are used in single or mass casualty events where life is threatened by uncontrolled bleeding and is critical for survival. The kits are intended to be placed around the city in areas where large numbers of people gather such as parks, pools, community center, city hall, boat landings, etc.

The police department was recently notified by Baycare Clinic Foundation it had received a grant in the amount of $1,450. It is seeking final acceptance and approval of the grant.

If you have any questions or concenrs, please contact me at your convenience. Thanks

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Recommendation from Finance/Personnel Committee to Increase 2020 wage rates for Chief Election Inspector & Election Inspector.**

ATTACHMENTS:

- Chief Inspector Memo 9.4.20 (PDF)
- Chief Inspector Comparison 9.4.20 (PDF)
- DRAFT 2020 Seasonal Part-time-non-benefit Eligible Employee Wage Schedule Rev 11.25.2019 (PDF)

CITY OF DE PERE MEMO

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
Date: September 8, 2020

RE: **Recommended changes to 2020 Chief Election Inspector and Election Inspector Wages**

Note: At the September 8, 2020 Finance/Personnel Committee the below recommendation was approved unanimously.

Attached please find the 2020 pay recommendations for part-time and seasonal employees and the election employee wage rate survey results.

There are two positions, based on position responsibility, market data and/or difficulty filling positions, we are recommending moving to a higher level effective September 16, 2020. The department has funds in their 2020 budget to cover the cost of the increases. The recommendations are as follows:

- Election Inspector – from Level 2 to Level 4
- Chief Election Inspector – from Level 4 to Level 7

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

Thank you.

Attachment: Chief Inspector Memo 9.4.20 (9995 : Recommendation from Finance/Personnel Committee to increase 20)

2020 Hourly Wage Rates for Election Employees

Municipality	Chief Inspector	Election Inspector	Difference
Town of Ledgeview	$ 8.00	$ 7.50	$ 0.50
Village of Denmark	$ 8.50	$ 8.50	$ -
Village of Allouez	$ 12.00	$ 9.00	$ 3.00
Village of Wrightstown	$ 10.50	$ 9.50	$ 1.00
City of De Pere	$ 11.00	$ 10.00	$ 1.00
Town of Pittsfield	$ 12.00	$ 10.00	$ 2.00
Town of Wrightstown	$ 12.00	$ 10.00	$ 2.00
City of Green Bay	$ 12.00	$ 10.00	$ 2.00
Village of Suamico	$ 13.00	$ 10.00	$ 3.00
Town of Rockland	$ 13.00	$ 10.00	$ 3.00
Village of Howard	$ 14.00	$ 10.00	$ 4.00
Town of Morrison	$ 12.25	$ 11.00	$ 1.25
Village of Ashwaubenon	$ 13.00	$ 11.00	$ 2.00
Town of Green Bay	$ 12.00	$ 12.00	$ -
Town of Scott	$ 12.00	$ 12.00	$ -
Town of Glenmore	$ 12.00	$ 12.00	$ -
Town of Eaton	$12.00	$12.00	$ -
Town of Humboldt	$ 13.50	$ 13.50	$ -
	$11.82	$10.44	

Attachment: Chief Inspector Comparison 9.4.20 (9995 : Recommendation from Finance/Personnel Committee to increase 20)

DRAFT

2020 Seasonal/Part Time (Non-Benefit Eligible) Employee Wage Scale

Wages Effective January 1, 2020

Updated 11/25/2019

Position	Step 1	Step 2	Step 3	Step 4
Level 1 - Pool - Concession Staff - Pool - Basket/Maintenance	$9.25	$9.50	$9.75	$10.00
Level 2 - Assistant Instructor - Recreation Office Assistant - Recreation Intern - Community Center Facility Attendant - Playground Leader ~~- Election Inspector~~ - Event Server^^	$10.00	$10.25	$10.50	$10.75
Level 3 - Kidz Zone & Camp Counselors - Youth Recreation Supervisor	$10.50	$10.75	$11.00	$11.25
Level 4 - Community Center Maintenance - Basketball Supervisor - Lifeguard*** ~~- Chief Election Inspector~~ - Election Inspector - Park, Street & Water Maintenance Laborer - Sign Maintenance Aide - Shop Assistant - Building Maintenance Assistant - Community Services Officer	$11.00	$11.25	$11.50	$11.75
Level 5 - Tennis Instructor - Park Maintenance Lead	$12.00	$12.25	$12.50	$12.75
Level 6 - Art/Theatre Instructor - Fitness Instructor - Tae Kwon Do Instructor/Tai Chi Instructor - Water Aerobics Instructor - Youth Activity Instructor - Economic Development Intern - Election Specialist - Development Services Intern - GIS Intern - Water Department Intern	$13.00	$13.25	$13.50	$13.75
Level 7 - Chief Election Inspector - Dance, Pom, Twirling & Tumbling Instructor - Enrichment Instructor - Pool Manager - Event Manager^^	$14.00	$14.25	$14.50	$14.75
Level 8 - Paid On Call Firefighter**** - Paid On Premise Firefighter**** / ******	$15.00	$15.25	$15.50	$15.75

Attachment: DRAFT 2020 Seasonal Part-time-non-benefit Eligible Employee Wage Schedule Rev 11.25.2019 (9995 : Recommendation from Finance/Personnel

- Training & Safety Officer (Fire)**** / ****** - Weed Commissioner				
Level 9 - Band Director - Yoga/Pilates/Zumba with basic certification * - Video Production Assistant^ - Engineering Aide	$16.50	$16.75	$17.00	$17.25
Level 10 - Crossing Guard***** - Rubbish Site Attendant	$17.00	$17.25	$17.50	$17.75
Level 11 - Yoga/Pilates/Zumba with advance certification after 1 yr. employment unless approved by Mgr. (ACE, AFAA, E-RYT 500 hrs) * - Snow Plow Driver - Seasonal Maintenance Worker - Accountant	$20.00	$20.25	$20.50	$20.75
Non-Classified Wage Rates				
- Scorekeeper	$9.50/ga	$9.75/ga	$10.00/ga	$10.25/ga
- Kickball Official**	$14.00/ga	$14.25/ga	$14.50/ga	$14.75/ga
- Flag Football Official	$14.00/ga	$14.25/ga	$14.50/ga	$14.75/ga
- Slow/Co-ed Softball Umpire**	$17.00/ga	$17.25/ga	$17.50/ga	$17.75/ga
- Basketball Official**	$22.00/ga	$22.25/ga	$22.50/ga	$22.75/ga
- WIAA Certified Basketball Official**	$25.00/ga	$25.25/ga	$25.50/ga	$25.75/ga

Misc. Wage Rates	
- Plumbing Inspector	$30.00/hr
- Electrical Inspector	$30.00/hr

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)
- First year employees in any classified level shall start at Step 1, unless approved otherwise approved by the department head.
- All classified positions are not eligible for additional step increases past Step 4.

The City of De Pere has an incentive program established for seasonal Park and Recreation employees.
The program includes: admission to one program per season (up to 3 per year). The incentive program is administered at the discretion of the supervisor of the department.

* 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 will pay for lifeguard certification for new lifeguards, and WSI certified lifeguards, contingent on staff successfully completing one season of employment as a full time staff member. Substitute guards are not eligible for reimbursement of their lifeguard certification.

**** 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

Attachment: DRAFT 2020 Seasonal Part-time-non-benefit Eligible Employee Wage Schedule Rev 11.25.2019 (9995 : Recommendation from Finance/Personnel

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**Administration**
FROM:	**Lawrence Delo**
SUBJECT:	**Consideration and acceptance of fish sculpture donation from Definitely De Pere (approximate value of $8,000).**

ATTACHMENTS:

- Fish Scupture Donation Memo 9-15-20 (PDF)

CITY OF DE PERE
MEMO

To: Mayor and City Council

From: Lawrence M. Delo, City Administrator

Date: September 15, 2020

RE: Fish Sculpture Donation

The City Administration is recommending the City accept the donation from Definitely De Pere of a fish sculpture located at the intersection of Wisconsin and George Streets valued at approximately $8,000. Definitely De Pere received the sculpture from an anonymous donor in 2019. This donation is coming directly to the City Council for consideration since it was just recently discovered that the City had not previously officially accepted this sculpture donation from Definitely De Pere, and there is a subsequent item on this City Council meeting agenda to consider a recommendation from the Board of Public Works to permanently locate the sculpture at the intersection of Wisconsin and George Streets where the sculpture has been located since early summer of 2019.

Attachment: Fish Scupture Donation Memo 9-15-20 (10008 : Consideration and acceptance of fish sculpture donation)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to approve Definitely De Pere's Request for Permanent Fish Sculpture Location at the corner of George Street and Wisconsin Street**

The Board of Public Works at the September 9, 2020 meeting approved a request from Definitely De Pere for permanent installation of the fish sculpture at the intersection of George Street and Wisconsin Street and moved to send it to Common Council for approval. The motion passed with a 4-1 vote.

The fish sculpture located at George Street and Wisconsin Street (See attached photo) was purchased by an anonymous donor and was donated to the City. Definitely De Pere has requested on behalf of the anonymous donor (See attached) to permanently keep the fish sculpture at this location at the intersection of George Street and Wisconsin Street. The fish sculpture has been at this location for over a year and there have been no issues. If this request is approved, the sculpture would be permanently attached to the existing concrete at this location. Staff recommends approving the request.

ATTACHMENTS:

- Fish Sculpture Photo 8-31-2020 (PDF)
- 2020 0903 CE_Def De Pere Email (PDF)
- 2020 0909 Fish Sculpture Emails (PDF)
- 416 George St (PDF)
- 2020 0908 Fish Sculpture_Martin (PDF)

Attachment: Fish Sculpture Photo 8-31-2020 (9999 :

Betty Sellenheim

From: Tina Quigley <tina@definitelydepere.org>
Sent: Wednesday, August 26, 2020 12:19 PM
To: Scott Thoresen
Subject: Fish Sculpture

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.

Hi Scott! As we previously discussed, we would like to submit a formal request to permanently install the Fish Sculpture titled Papermouth at its current temporary location.

The sculpture was purchased by an anonymous donor who specifically indicated that this was their preferred location. We are grateful for the generous gift to our community. It is something that will have a lasting impact and be there for generations to enjoy. Therefore, we would respectfully request Board of Public Works approval to honor the installation location request from the donor.

Thank you for your consideration to this request. If you need any additional information from me, please let me know.

Best Regards! -Tina

- - -
Tina Quigley, Executive Director
Definitely De Pere
131 N Broadway, Ste D
De Pere WI 54115

Ph (920) 403-0337
Cell (920) 660-6077

tina@definitelydepere.org
https://definitelydepere.org

Attachment: 2020 0903 CE_Def De Pere Email (9999 : Recom from BOPW to approve Definitely De Pere's Request for Permanent Fish Sculpture

Betty Sellenheim

From: Carey E. Danen
Sent: Wednesday, September 09, 2020 1:09 PM
To: Betty Sellenheim
Subject: FW: fish sculpture

From: dan.winske@new.rr.com [mailto:dan.winske@new.rr.com]
Sent: Wednesday, September 09, 2020 11:58 AM
To: Carey E. Danen
Subject: fish sculpture

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

From: BRUCE GAJEWSKI <eatsubway1@sbcglobal.net>
Sent: Tuesday, September 8, 2020 4:44 PM
To: Jonathon Hansen <jhansen@mail.de-pere.org>; Jerry Gillespie <jgillespie@woodburyfinancial.net>; Dan Winske Nicole <dan.winske@new.rr.com>
Subject: Fw: Events on George St Plaza

Sent from AT&T Yahoo Mail for iPhone

Begin forwarded message:

On Tuesday, September 8, 2020, 4:41 PM, BRUCE GAJEWSKI <eatsubway1@sbcglobal.net> wrote:

> Sent from AT&T Yahoo Mail for iPhone
>
> Begin forwarded message:
>
> On Tuesday, September 8, 2020, 4:37 PM, BRUCE GAJEWSKI <eatsubway1@sbcglobal.net> wrote:
>
> > Hi Jonathon,
> > I heard that there is a meeting scheduled Wednesday to vote on making the "fish sculpture " a permanent fixture in front of my building located at 416 George St.
> > I, along with several of my tenants, feel that it is ill fitting to have such a sculpture in the middle of downtown, in front of a historic building, and no where near water. Many people who know I own the building have asked me out right "why is that fish there?"
> > We feel that it would be better suited nearer the water. Maybe at Voyager Park or the boardwalk where there is more foot traffic and people could stop to read what it is all about and actually look at it. Thanks for your time and please pass this on at your board meeting tomorrow. Bruce Gajewski

Attachment: 2020 0909 Fish Sculpture Emails (9999 : Recom from BOPW to approve Definitely De Pere's Request for Permanent Fish Sculpture

Betty Sellenheim

From: Carey E. Danen
Sent: Wednesday, September 09, 2020 1:09 PM
To: Betty Sellenheim
Subject: FW: fish sculpture

From: dan.winske@new.rr.com [mailto:dan.winske@new.rr.com]
Sent: Wednesday, September 09, 2020 11:59 AM
To: Carey E. Danen
Subject: fish sculpture

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

From: Jerry Gillespie <jgillespie@woodburyfinancial.net>
Sent: Wednesday, September 9, 2020 9:02 AM
To: 'BRUCE GAJEWSKI' <eatsubway1@sbcglobal.net>; 'Jonathon Hansen' <jhansen@mail.de-pere.org>; 'Dan Winske Nicole' <dan.winske@new.rr.com>
Subject: RE: Events on George St Plaza

Jonathon:
I totally agree with Mr. Gajewski's comments regarding the fish

Jerry Gillespie
Financial Advisor

416 George St. Ste #111
De Pere, WI 54115
(920) 336-5490 - Phone
(920) 336-7056 – Fax
jgillespie@woodburyfinancial.net

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From: BRUCE GAJEWSKI [mailto:eatsubway1@sbcglobal.net]
Sent: Tuesday, September 08, 2020 4:44 PM
To: Jonathon Hansen <jhansen@mail.de-pere.org>; Jerry Gillespie <jgillespie@woodburyfinancial.net>; Dan Winske Nicole <dan.winske@new.rr.com>
Subject: Fw: Events on George St Plaza

Attachment: 2020 0909 Fish Sculpture Emails (9999 : Recom from BOPW to approve Definitely De Pere's Request for Permanent Fish Sculpture

Betty Sellenheim

From: Carey E. Danen
Sent: Wednesday, September 09, 2020 1:09 PM
To: Betty Sellenheim
Subject: FW: fish sculpture
Attachments: 416 George St.jpeg

From: dan.winske@new.rr.com [mailto:dan.winske@new.rr.com]
Sent: Wednesday, September 09, 2020 12:06 PM
To: Carey E. Danen
Subject: fish sculpture

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

Hello Alderman Hansen,

In advance of Wednesday's Board of Public Works meeting, we are contacting you in response to the proposed permanent installation of the fish sculpture at the intersection of George and Wisconsin Streets. Our comments are below; we have also attached a photo. Could you please submit these items to the agenda packet.

As we have previously shared with you and others, it is not appropriate for any sculpture or structure to be placed in front of a prominent landmark such as the Old Post Office Building. Not only is this a historical De Pere landmark, it is also a professional office building. The City is extremely fortunate to have such a landmark, steeped in heritage and charm, within its downtown.

There are other more appropriate sites for permanent installation, including the Riverwalk/Voyageur Park area.

Such a structure could serve as a welcoming feature to the waterway. In fact, the suggestion for that location was initiated by ι and shared with you. Subsequently, you had conversations with the organization about the potential purchase of the fish sculpture and relocation to the Riverwalk/Voyageur Park/Front Street area.

Our suggestion to relocate the fish was offered as a professional and respectful resolution – not wanting to impugn the artist o the work – but rather in response to the demonstrated lack of leadership and vision to "plop" any structure in front of a prominent landmark such as the Old Post Office Building, especially when more appropriate alternative locations exist. As the attached photo depicts – *why would anyone put a fish in front of this historic landmark?*

Contrary to what has been stated, this matter HAS presented issues, as our previous conversations with you would indicate. Professional service business owners and their clients are impacted by the disruption and distraction this fish creates.
As we have shared with you, we work with many clients who are prominent business leaders and established residents of De Pere who have expressed concern for the misdirection of the downtown, and plopping a fish in front of a prominent landmark and professional building is just one of several examples. Furthermore, the caricature of affixing hack fishing line made from corded ear buds, or women's undergarments strewn from the mouth of the fish, is absolutely NOT the image we want for our clients, or our professional practice. Is this the City's vision for a downtown intersection?

Conveniently, and as to be expected, the location of the fish has garnered its own "overwhelming" support from other area businesses, but as is the case with other matters, the distraction is not happening in front of their buildings and their businesse are not directly or negatively impacted. This is professional building and we are a professional services practice. The downtowr is composed of more than just retailers, restaurants, and drinking establishments.

Permanent installation of a fish sculpture in front of a prominent landmark is misguided and short-sighted. Misplaced artwork and events are incongruent with the rich heritage of De Pere, serving rather to create a generic and non-descript downtown.

Attachment: 2020 0909 Fish Sculpture Emails (9999 : Recom from BOPW to approve Definitely De Pere's Request for Permanent Fish Sculpture

The historic charm and prominence of the Old Post Office Building IS art – it is a revered landmark and should be res such.

We urge your colleagues to consider the long-term consequences of their vote. It is the Old Post Office Building that will have lasting impact for generations to enjoy, not a generic fish in this location. This historic treasure has stood the test of time - it deserves to stand unencumbered.

Thank you,

Daniel J. Winske, CPA, CVA
DJW Consulting, LLC
416 George Street
PO Box 5314
De Pere, WI 54115
920-471-9529

Attachment: 2020 0909 Fish Sculpture Emails (9999 : Recom from BOPW to approve Definitely De Pere's Request for Permanent Fish Sculpture

Attachment: 416 George St (9999 : Recom from BOPW to approve Definitely De Pere's Request for

Betty Sellenheim

From: Larry Delo
Sent: Wednesday, September 09, 2020 2:15 PM
To: Betty Sellenheim
Subject: FW: Fish sculpture

Larry Delo, ICMA - CM
City Administrator
City of De Pere
920-339-4044
Ldelo@deperewi.gov

DE PERE

From: Larry Delo
Sent: Wednesday, September 9, 2020 2:01 PM
To: Carey E. Danen; Judy Schmidt-Lehman
Subject: FW: Fish sculpture

This email should also be included in the BOPW packet if we are including the others.

Larry Delo, ICMA - CM
City Administrator
City of De Pere
920-339-4044
Ldelo@deperewi.gov

DE PERE

From: La Vie Boheme [mailto:laviebohemellc@gmail.com]
Sent: Tuesday, September 8, 2020 10:00 AM
To: Larry Delo
Subject: Fish sculpture

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

Hi Larry,

Attachment: 2020 0908 Fish Sculpture_Martin (9999 : Recom from BOPW to approve Definitely De Pere's Request for Permanent Fish Sculpture

I was hoping the fish sculpture at the corner of George and Wisconsin will be permanently mounted there? M[illegible] patrons and people that frequent the area seem to think it's a good fit for the George St. Plaza. Also, I believe the person who purchased it requested it stay there.

Thanks,
Doreen Martin
La Vie Boheme

Attachment: 2020 0908 Fish Sculpture_Martin (9999 : Recom from BOPW to approve Definitely De Pere's Request for Permanent Fish Sculpture

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to approve award of Contract 20-20 Commerce Drive Utility Extension to Peters Concrete Co. in the amount of $168,557.15**

The Board of Public Works at the September 9, 2020 meeting approved award of Contract 20-20 Commerce Drive Utility Extension to Peters Concrete Co. in the amount of $168,557.15 and moved to send it to Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2020 0909 CI_BOPW_Award_20-20 (PDF)
- 2020 0827 Project 20-20 Bid Tab (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: September 9, 2020

RE: **Consideration and possible action on award of Contract 20-20 Commerce Drive Utility Extension***

The Engineering Department received bids on Project 20-20 Commerce Drive Utility Extension on August 27th, 2020. This project involves sanitary sewer and water main extensions, inlet construction, and street excavation and gravelling for the extension of Commerce Drive. The bids received are as follows:

Contractor	Amount
Peters Concrete Co.	$168,557.15
Feaker and Sons Company, Inc.	$176,115.00
Jossart Brothers, Inc.	$178,960.00
Woleske Construction	$189,702.00
De Groot, Inc.	$191,904.91
David Tenor Corporation	$204,849.00
Advance Construction, Inc.	$205,365.00
Carl Bower & Sons Construction Company, Inc.	$205,999.00
Dorner, Inc.	$210,448.00
Kruczek Construction, Inc.	$213,213.13
Superior Sewer and Water, Inc.	$217,783.98
Kip Gulseth Construction Co.	$242,385.84
Soper Grading and Excavating, LLC	$245,790.00

The allocated amount from the capital improvement budget is $180,000 from TID 10.

Staff's recommendation is to accept the bid from Peters Concrete Co. in the amount of $168,557.15

Attachments:
2020 0827 Project 20-20 Bid Tab (PDF)

Attachment: 2020 0909 CI_BOPW_Award_20-20 (10000 : Recommendation from BOPW to approve award of Contract 20-20 Commerce Drive

PROJECT 20-20 COMMERCE DRIVE UTILITY EXTENSION

BID TAB

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1 Peters Concrete Co.		BIDDER NO. 2 Feaker and Sons Co, Inc		BIDDER NO. 3 Jossart Brothers, Inc		BIDDER NO. 4 Woleske Construction		BIDDER NO. 5 DeGroot, Inc		BIDDER NO. 6 David Tenor Corporation		BIDDER NO. 7 Advance Construction, Inc		BIDDER NO. 8 Carl Bowers & Son Construction Co, Inc		BIDDER NO. 9 Dorner Inc		BIDDER NO. 10 Kruczek Construction, Inc		BIDDER NO. 11 Superior Sewer and Water Inc	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER																									
SS-01	Provide 10" PVC Sanitary Sewer (Natural Backfill)	LF	550	$ 34.35	$ 18,892.50	$ 30.00	$ 16,500.00	$ 32.00	$ 17,600.00	$ 74.00	$ 40,700.00	$ 42.54	$ 23,397.00	$ 37.00	$ 20,350.00	$ 50.00	$ 27,500.00	$ 49.00	$ 26,950.00	$ 45.00	$ 24,750.00	$ 58.00	$ 31,900.00	$ 61.00	$ 33,550.00
SS-02	Remove and Replace 4' Diameter Sanitary Sewer Manhole	VF	17	$ 195.95	$ 3,331.15	$ 225.00	$ 3,825.00	$ 225.00	$ 3,825.00	$ 50.00	$ 850.00	$ 211.62	$ 3,597.54	$ 270.00	$ 4,590.00	$ 265.00	$ 4,505.00	$ 400.00	$ 6,800.00	$ 245.00	$ 4,165.00	$ 230.00	$ 3,910.00	$ 297.64	$ 5,059.88
SS-03	Provide 4' Diameter Sanitary Sewer Manhole	VF	19	$ 185.00	$ 3,515.00	$ 210.00	$ 3,990.00	$ 220.00	$ 4,180.00	$ 210.00	$ 3,990.00	$ 190.80	$ 3,625.20	$ 270.00	$ 5,130.00	$ 235.00	$ 4,465.00	$ 300.00	$ 5,700.00	$ 233.00	$ 4,427.00	$ 210.00	$ 3,990.00	$ 282.95	$ 5,376.05
SS-04	Provide 6" PVC Sanitary Sewer Lateral	LF	15	$ 38.00	$ 570.00	$ 25.00	$ 375.00	$ 40.00	$ 600.00	$ 10.00	$ 150.00	$ 39.63	$ 594.45	$ 33.00	$ 495.00	$ 49.00	$ 735.00	$ 40.00	$ 600.00	$ 45.00	$ 675.00	$ 50.00	$ 750.00	$ 51.00	$ 765.00
SS-05	Provide 6" PVC Sanitary Sewer Lateral Riser	LF	10	$ 45.00	$ 450.00	$ 30.00	$ 300.00	$ 50.00	$ 500.00	$ 100.00	$ 1,000.00	$ 126.25	$ 1,262.50	$ 50.00	$ 500.00	$ 49.00	$ 490.00	$ 40.00	$ 400.00	$ 51.00	$ 510.00	$ 50.00	$ 500.00	$ 80.00	$ 800.00
SS-06	Provide 10" x 6" Sanitary Wye	EA	1	$ 150.00	$ 150.00	$ 160.00	$ 160.00	$ 150.00	$ 150.00	$ 300.00	$ 300.00	$ 375.72	$ 375.72	$ 165.00	$ 165.00	$ 125.00	$ 125.00	$ 200.00	$ 200.00	$ 175.00	$ 175.00	$ 175.00	$ 175.00	$ 140.00	$ 140.00
SS-07	Connect to Existing Sanitary Sewer Pipe	EA	1	$ 500.00	$ 500.00	$ 525.00	$ 525.00	$ 750.00	$ 750.00	$ 1,000.00	$ 1,000.00	$ 2,020.00	$ 2,020.00	$ 650.00	$ 650.00	$ 470.00	$ 470.00	$ 500.00	$ 500.00	$ 979.00	$ 979.00	$ 700.00	$ 700.00	$ 995.00	$ 995.00
STORM SEWER																									
ST-01	Provide 24" RCP or PP Storm Sewer (Granular Backfill)	LF	35	$ 55.50	$ 1,942.50	$ 52.00	$ 1,820.00	$ 62.00	$ 2,170.00	$ 44.00	$ 1,540.00	$ 69.01	$ 2,415.35	$ 79.00	$ 2,765.00	$ 125.00	$ 4,375.00	$ 75.00	$ 2,625.00	$ 70.00	$ 2,450.00	$ 78.00	$ 2,730.00	$ 89.55	$ 3,134.25
ST-02	Provide 18" RCP or PP Storm Sewer Lateral (Natural Backfill)	LF	40	$ 44.20	$ 1,768.00	$ 35.00	$ 1,400.00	$ 33.00	$ 1,320.00	$ 33.00	$ 1,320.00	$ 50.38	$ 2,015.20	$ 45.00	$ 1,800.00	$ 57.00	$ 2,280.00	$ 47.00	$ 1,880.00	$ 50.00	$ 2,000.00	$ 54.00	$ 2,160.00	$ 52.00	$ 2,080.00
ST-03	Provide 12" RCP, PVC, or PP Storm Sewer (Natural Backfill)	LF	10	$ 65.00	$ 650.00	$ 34.00	$ 340.00	$ 30.00	$ 300.00	$ 30.00	$ 300.00	$ 45.58	$ 455.80	$ 64.00	$ 640.00	$ 52.00	$ 520.00	$ 43.00	$ 430.00	$ 50.00	$ 500.00	$ 40.00	$ 400.00	$ 42.00	$ 420.00
ST-04	Provide Type B Inlet	EA	2	$ 2,150.00	$ 4,300.00	$ 1,850.00	$ 3,700.00	$ 2,000.00	$ 4,000.00	$ 1,200.00	$ 2,400.00	$ 1,787.39	$ 3,574.78	$ 2,050.00	$ 4,100.00	$ 1,850.00	$ 3,700.00	$ 2,200.00	$ 4,400.00	$ 2,182.00	$ 4,364.00	$ 2,000.00	$ 4,000.00	$ 1,900.00	$ 3,800.00
ST-05	Provide 18" RCP Endwall	EA	1	$ 600.00	$ 600.00	$ 640.00	$ 640.00	$ 800.00	$ 800.00	$ 400.00	$ 400.00	$ 609.03	$ 609.03	$ 550.00	$ 550.00	$ 500.00	$ 500.00	$ 800.00	$ 800.00	$ 904.00	$ 904.00	$ 500.00	$ 500.00	$ 415.00	$ 415.00
ST-06	Provide 12" RCP Endwall	EA	1	$ 575.00	$ 575.00	$ 460.00	$ 460.00	$ 700.00	$ 700.00	$ 400.00	$ 400.00	$ 577.72	$ 577.72	$ 475.00	$ 475.00	$ 400.00	$ 400.00	$ 700.00	$ 700.00	$ 743.00	$ 743.00	$ 500.00	$ 500.00	$ 328.00	$ 328.00
ST-07	Connect to Existing Storm Sewer Pipe	EA	2	$ 250.00	$ 500.00	$ 460.00	$ 920.00	$ 500.00	$ 1,000.00	$ 400.00	$ 800.00	$ 656.50	$ 1,313.00	$ 1,200.00	$ 2,400.00	$ 275.00	$ 550.00	$ 500.00	$ 1,000.00	$ 452.00	$ 904.00	$ 460.00	$ 920.00	$ 975.00	$ 1,950.00
WATER MAIN																									
W-01	Provide 16" PVC Water Main (Natural Backfill)	LF	675	$ 54.00	$ 36,450.00	$ 57.00	$ 38,475.00	$ 57.00	$ 38,475.00	$ 77.00	$ 51,975.00	$ 57.48	$ 38,799.00	$ 61.00	$ 41,175.00	$ 68.00	$ 45,900.00	$ 61.00	$ 41,175.00	$ 70.00	$ 47,250.00	$ 70.00	$ 47,250.00	$ 67.00	$ 45,225.00
W-02	Provide 10" PVC Water Main (Natural Backfill)	LF	50	$ 74.50	$ 3,725.00	$ 49.00	$ 2,450.00	$ 40.00	$ 2,000.00	$ 50.00	$ 2,500.00	$ 53.21	$ 2,660.50	$ 58.00	$ 2,900.00	$ 62.00	$ 3,100.00	$ 53.00	$ 2,650.00	$ 70.00	$ 3,500.00	$ 70.00	$ 3,500.00	$ 60.00	$ 3,000.00
W-03	Provide 8" PVC Water Service (Granular Backfill)	LF	60	$ 62.20	$ 3,732.00	$ 55.00	$ 3,300.00	$ 52.00	$ 3,120.00	$ 50.00	$ 3,000.00	$ 47.06	$ 2,823.60	$ 57.00	$ 3,420.00	$ 63.00	$ 3,780.00	$ 54.00	$ 3,240.00	$ 89.00	$ 5,340.00	$ 66.00	$ 3,960.00	$ 71.20	$ 4,272.00
W-04	Provide 6" PVC Hydrant Lead (Granular Backfill)	LF	50	$ 45.80	$ 2,290.00	$ 46.00	$ 2,300.00	$ 50.00	$ 2,500.00	$ 50.00	$ 2,500.00	$ 45.33	$ 2,266.50	$ 53.00	$ 2,650.00	$ 58.00	$ 2,900.00	$ 49.00	$ 2,450.00	$ 76.00	$ 3,800.00	$ 61.00	$ 3,050.00	$ 70.00	$ 3,500.00
W-05	Provide 6" PVC Hydrant Lead (Natural Backfill)	LF	10	$ 40.00	$ 400.00	$ 30.00	$ 300.00	$ 35.00	$ 350.00	$ 30.00	$ 300.00	$ 35.55	$ 355.50	$ 33.00	$ 330.00	$ 40.00	$ 400.00	$ 39.00	$ 390.00	$ 43.00	$ 430.00	$ 41.00	$ 410.00	$ 30.00	$ 300.00
W-06	Provide 16" Butterfly Valve	EA	1	$ 3,000.00	$ 3,000.00	$ 2,900.00	$ 2,900.00	$ 3,150.00	$ 3,150.00	$ 3,400.00	$ 3,400.00	$ 3,243.11	$ 3,243.11	$ 2,950.00	$ 2,950.00	$ 3,000.00	$ 3,000.00	$ 3,200.00	$ 3,200.00	$ 2,988.00	$ 2,988.00	$ 3,200.00	$ 3,200.00	$ 3,190.00	$ 3,190.00
W-07	Provide 10" Gate Valve	EA	1	$ 2,500.00	$ 2,500.00	$ 2,460.00	$ 2,460.00	$ 2,650.00	$ 2,650.00	$ 2,500.00	$ 2,500.00	$ 2,606.81	$ 2,606.81	$ 2,475.00	$ 2,475.00	$ 2,370.00	$ 2,370.00	$ 2,600.00	$ 2,600.00	$ 2,509.00	$ 2,509.00	$ 2,700.00	$ 2,700.00	$ 2,300.00	$ 2,300.00
W-08	Provide 8" Gate Valve	EA	1	$ 1,700.00	$ 1,700.00	$ 1,730.00	$ 1,730.00	$ 1,825.00	$ 1,825.00	$ 2,500.00	$ 2,500.00	$ 1,899.81	$ 1,899.81	$ 1,750.00	$ 1,750.00	$ 1,650.00	$ 1,650.00	$ 1,800.00	$ 1,800.00	$ 1,744.00	$ 1,744.00	$ 1,850.00	$ 1,850.00	$ 1,700.00	$ 1,700.00
W-09	Provide 6" Gate Valve	EA	2	$ 1,200.00	$ 2,400.00	$ 1,300.00	$ 2,600.00	$ 1,350.00	$ 2,700.00	$ 1,200.00	$ 2,400.00	$ 1,474.60	$ 2,949.20	$ 1,315.00	$ 2,630.00	$ 1,200.00	$ 2,400.00	$ 1,350.00	$ 2,700.00	$ 1,298.00	$ 2,596.00	$ 1,375.00	$ 2,750.00	$ 1,200.00	$ 2,400.00
W-10	Provide Hydrant (11.0' Bury)	EA	1	$ 4,125.00	$ 4,125.00	$ 4,100.00	$ 4,100.00	$ 4,400.00	$ 4,400.00	$ 4,500.00	$ 4,500.00	$ 4,997.48	$ 4,997.48	$ 4,600.00	$ 4,600.00	$ 4,900.00	$ 4,900.00	$ 4,800.00	$ 4,800.00	$ 4,897.00	$ 4,897.00	$ 5,000.00	$ 5,000.00	$ 4,000.00	$ 4,000.00
W-11	Provide Hydrant (8.0' Bury)	EA	1	$ 3,650.00	$ 3,650.00	$ 3,730.00	$ 3,730.00	$ 4,000.00	$ 4,000.00	$ 4,500.00	$ 4,500.00	$ 4,242.00	$ 4,242.00	$ 4,100.00	$ 4,100.00	$ 4,350.00	$ 4,350.00	$ 4,200.00	$ 4,200.00	$ 4,249.00	$ 4,249.00	$ 4,500.00	$ 4,500.00	$ 3,500.00	$ 3,500.00
W-12	Provide 2" Corporation with Plug with 2" Galvanized	EA	1	$ 400.00	$ 400.00	$ 500.00	$ 500.00	$ 750.00	$ 750.00	$ 250.00	$ 250.00	$ 1,032.22	$ 1,032.22	$ 450.00	$ 450.00	$ 470.00	$ 470.00	$ 600.00	$ 600.00	$ 739.00	$ 739.00	$ 635.00	$ 635.00	$ 460.00	$ 460.00
W-13	Provide Connection to Existing Water Main	EA	1	$ 600.00	$ 600.00	$ 900.00	$ 900.00	$ 1,500.00	$ 1,500.00	$ 2,000.00	$ 2,000.00	$ 1,914.96	$ 1,914.96	$ 1,400.00	$ 1,400.00	$ 2,000.00	$ 2,000.00	$ 500.00	$ 500.00	$ 1,606.00	$ 1,606.00	$ 750.00	$ 750.00	$ 980.00	$ 980.00
STREET AND DRAINAGE																									
SD-01	Provide Clearing and Grubbing	LS	1	$ 500.00	$ 500.00	$ 4,000.00	$ 4,000.00	$ 1,000.00	$ 1,000.00	$ 1.00	$ 1.00	$ 2,080.60	$ 2,080.60	$ 2,600.00	$ 2,600.00	$ 2,500.00	$ 2,500.00	$ 1,000.00	$ 1,000.00	$ 1,553.00	$ 1,553.00	$ 2,656.30	$ 2,656.30	$ 2,200.00	$ 2,200.00
SD-02	Topsoil and Unclassified Excavation	CY	2,160	$ 7.00	$ 15,120.00	$ 7.15	$ 15,444.00	$ 5.65	$ 12,204.00	$ 3.50	$ 7,560.00	$ 5.67	$ 12,247.20	$ 9.30	$ 20,088.00	$ 8.00	$ 17,280.00	$ 9.80	$ 21,168.00	$ 9.50	$ 20,520.00	$ 5.65	$ 12,204.00	$ 9.88	$ 21,340.80
SD-03	Sawcut and Remove Existing Curb Head	LS	1	$ 450.00	$ 450.00	$ 1,000.00	$ 1,000.00	$ 750.00	$ 750.00	$ 1,000.00	$ 1,000.00	$ 1,174.63	$ 1,174.63	$ 275.00	$ 275.00	$ 250.00	$ 250.00	$ 4,000.00	$ 4,000.00	$ 983.00	$ 983.00	$ 1,012.83	$ 1,012.83	$ 950.00	$ 950.00
SD-04	Ditching	SY	700	$ 2.80	$ 1,960.00	$ 3.05	$ 2,135.00	$ 4.20	$ 2,940.00	$ 2.00	$ 1,400.00	$ 4.12	$ 2,884.00	$ 2.00	$ 1,400.00	$ 4.55	$ 3,185.00	$ 5.00	$ 3,500.00	$ 8.00	$ 5,600.00	$ 4.35	$ 3,045.00	$ 7.00	$ 4,900.00
SD-05	Provide 1 1/4" Crushed Aggregate Base Course	TON	3,000	$ 10.75	$ 32,250.00	$ 11.00	$ 33,000.00	$ 13.00	$ 39,000.00	$ 11.40	$ 34,200.00	$ 12.98	$ 38,940.00	$ 13.65	$ 40,950.00	$ 12.55	$ 37,650.00	$ 12.25	$ 36,750.00	$ 14.00	$ 42,000.00	$ 13.00	$ 39,000.00	$ 12.95	$ 38,850.00
SD-06	Landscaping-Topsoil, Seed, Fertilizer, and Mulch	SY	4,000	$ 1.93	$ 7,720.00	$ 3.00	$ 12,000.00	$ 2.50	$ 10,000.00	$ 1.00	$ 4,000.00	$ 3.04	$ 12,160.00	$ 4.12	$ 16,480.00	$ 2.75	$ 11,000.00	$ 2.35	$ 9,400.00	$ 0.80	$ 3,200.00	$ 3.00	$ 12,000.00	$ 2.10	$ 8,400.00
SD-07	Landscaping-Topsoil, Seed, Fertilizer, and Erosion Mat (Ditch)	SY	700	$ 2.43	$ 1,701.00	$ 5.00	$ 3,500.00	$ 5.00	$ 3,500.00	$ 3.00	$ 2,100.00	$ 3.43	$ 2,401.00	$ 4.65	$ 3,255.00	$ 3.75	$ 2,625.00	$ 3.10	$ 2,170.00	$ 1.00	$ 700.00	$ 3.65	$ 2,555.00	$ 3.86	$ 2,702.00
SPECIAL CONSTRUCTION																									
SC-01	Pipe Foundation Stabilization	CY	100	$ 23.00	$ 2,300.00	$ 0.01	$ 1.00	$ 0.01	$ 1.00	$ 2.00	$ 200.00	$ 1.01	$ 101.00	$ 0.01	$ 1.00	$ 0.01	$ 1.00	$ 0.01	$ 1.00	$ 19.00	$ 1,900.00	$ 25.00	$ 2,500.00	$ 0.01	$ 1.00
SC-02	Provide Silt Fence	LF	1,000	$ 1.75	$ 1,750.00	$ 2.00	$ 2,000.00	$ 1.50	$ 1,500.00	$ 1.50	$ 1,500.00	$ 2.02	$ 2,020.00	$ 2.05	$ 2,050.00	$ 1.50	$ 1,500.00	$ 2.00	$ 2,000.00	$ 2.00	$ 2,000.00	$ 3.00	$ 3,000.00	$ 2.25	$ 2,250.00
SC-03	Inlet Protection Type A	EA	4	$ 150.00	$ 600.00	$ 100.00	$ 400.00	$ 200.00	$ 800.00	$ 2.00	$ 8.00	$ 126.25	$ 505.00	$ 100.00	$ 400.00	$ 100.00	$ 400.00	$ 100.00	$ 400.00	$ 104.00	$ 416.00	$ 100.00	$ 400.00	$ 100.00	$ 400.00
SC-04	Inlet Protection Type D	EA	4	$ 60.00	$ 240.00	$ 100.00	$ 400.00	$ 100.00	$ 400.00	$ 2.00	$ 8.00	$ 25.25	$ 101.00	$ 100.00	$ 400.00	$ 40.00	$ 160.00	$ 80.00	$ 320.00	$ 104.00	$ 416.00	$ 100.00	$ 400.00	$ 100.00	$ 400.00
SC-05	Tracking Pad	EA	1	$ 750.00	$ 750.00	$ 1,235.00	$ 1,235.00	$ 1,300.00	$ 1,300.00	$ 100.00	$ 100.00	$ 1,414.00	$ 1,414.00	$ 1,250.00	$ 1,250.00	$ 729.00	$ 729.00	$ 1,500.00	$ 1,500.00	$ 1,656.00	$ 1,656.00	$ 1,500.00	$ 1,500.00	$ 1,250.00	$ 1,250.00
SC-06	Erosion Bale Ditch Checks	EA	5	$ 100.00	$ 500.00	$ 60.00	$ 300.00	$ 50.00	$ 250.00	$ 30.00	$ 150.00	$ 50.50	$ 252.50	$ 52.00	$ 260.00	$ 50.00	$ 250.00	$ 100.00	$ 500.00	$ 62.00	$ 310.00	$ 50.00	$ 250.00	$ 100.00	$ 500.00
	TOTALS				**$ 168,557.15**		**$ 176,115.00**		**$ 178,960.00**		**$ 189,702.00**		**$ 191,904.91**		**$ 204,849.00**		**$ 205,365.00**		**$ 205,999.00**		**$ 210,448.00**		**$ 213,213.13**		**$ 217,783.98**

Attachment: 2020 0827 Project 20-20 Bid Tab (10000 : Recommendation from BOPW to approve award of Contract 20-20 Commerce Drive Utility

				BIDDER NO. 12		BIDDER NO. 13	
				Kip Gulseth Construction Co		Soper Grading and Excavating, LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER							
SS-01	Provide 10" PVC Sanitary Sewer (Natural Backfill)	LF	550	$ 64.80	$ 35,640.00	$ 60.00	$ 33,000.00
SS-02	Remove and Replace 4' Diameter Sanitary Sewer Manhole	VF	17	$ 405.99	$ 6,901.83	$ 300.00	$ 5,100.00
SS-03	Provide 4' Diameter Sanitary Sewer Manhole	VF	19	$ 332.47	$ 6,316.93	$ 240.00	$ 4,560.00
SS-04	Provide 6" PVC Sanitary Sewer Lateral	LF	15	$ 67.92	$ 1,018.80	$ 80.00	$ 1,200.00
SS-05	Provide 6" PVC Sanitary Sewer Lateral Riser	LF	10	$ 50.00	$ 500.00	$ 100.00	$ 1,000.00
SS-06	Provide 10" x 6" Sanitary Wye	EA	1	$ 140.30	$ 140.30	$ 100.00	$ 100.00
SS-07	Connect to Existing Sanitary Sewer Pipe	EA	1	$ 163.30	$ 163.30	$ 1,000.00	$ 1,000.00
STORM SEWER							
ST-01	Provide 24" RCP or PP Storm Sewer (Granular Backfill)	LF	35	$ 77.77	$ 2,721.95	$ 64.00	$ 2,240.00
ST-02	Provide 18" RCP or PP Storm Sewer Lateral (Natural Backfill)	LF	40	$ 50.43	$ 2,017.20	$ 40.00	$ 1,600.00
ST-03	Provide 12" RCP, PVC, or PP Storm Sewer (Natural Backfill)	LF	10	$ 46.75	$ 467.50	$ 30.00	$ 300.00
ST-04	Provide Type B Inlet	EA	2	$ 1,949.96	$ 3,899.92	$ 2,000.00	$ 4,000.00
ST-05	Provide 18" RCP Endwall	EA	1	$ 608.24	$ 608.24	$ 660.00	$ 660.00
ST-06	Provide 12" RCP Endwall	EA	1	$ 598.40	$ 598.40	$ 600.00	$ 600.00
ST-07	Connect to Existing Storm Sewer Pipe	EA	2	$ 350.00	$ 700.00	$ 500.00	$ 1,000.00
WATER MAIN							
W-01	Provide 16" PVC Water Main (Natural Backfill)	LF	675	$ 86.02	$ 58,063.50	$ 70.00	$ 47,250.00
W-02	Provide 10" PVC Water Main (Natural Backfill)	LF	50	$ 69.94	$ 3,497.00	$ 100.00	$ 5,000.00
W-03	Provide 8" PVC Water Service (Granular Backfill)	LF	60	$ 63.20	$ 3,792.00	$ 100.00	$ 6,000.00
W-04	Provide 6" PVC Hydrant Lead (Granular Backfill)	LF	50	$ 63.79	$ 3,189.50	$ 80.00	$ 4,000.00
W-05	Provide 6" PVC Hydrant Lead (Natural Backfill)	LF	10	$ 48.49	$ 484.90	$ 60.00	$ 600.00
W-06	Provide 16" Butterfly Valve	EA	1	$ 3,623.81	$ 3,623.81	$ 4,680.00	$ 4,680.00
W-07	Provide 10" Gate Valve	EA	1	$ 2,584.10	$ 2,584.10	$ 2,490.00	$ 2,490.00
W-08	Provide 8" Gate Valve	EA	1	$ 1,789.10	$ 1,789.10	$ 1,680.00	$ 1,680.00
W-09	Provide 6" Gate Valve	EA	2	$ 1,326.00	$ 2,652.00	$ 1,280.00	$ 2,560.00
W-10	Provide Hydrant (11.0' Bury)	EA	1	$ 4,994.62	$ 4,994.62	$ 5,280.00	$ 5,280.00
W-11	Provide Hydrant (8.0' Bury)	EA	1	$ 4,285.00	$ 4,285.00	$ 3,600.00	$ 3,600.00
W-12	Provide 2" Corporation with Plug with 2" Galvanized	EA	1	$ 798.54	$ 798.54	$ 800.00	$ 800.00
W-13	Provide Connection to Existing Water Main	EA	1	$ 2,935.80	$ 2,935.80	$ 1,000.00	$ 1,000.00
STREET AND DRAINAGE							
SD-01	Provide Clearing and Grubbing	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
SD-02	Topsoil and Unclassified Excavation	CY	2,160	$ 5.91	$ 12,765.60	$ 14.00	$ 30,240.00
SD-03	Sawcut and Remove Existing Curb Head	LS	1	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00
SD-04	Ditching	SY	700	$ 4.30	$ 3,010.00	$ 4.00	$ 2,800.00
SD-05	Provide 1 1/4" Crushed Aggregate Base Course	TON	3,000	$ 13.54	$ 40,620.00	$ 13.50	$ 40,500.00
SD-06	Landscaping-Topsoil, Seed, Fertilizer, and Mulch	SY	4,000	$ 3.57	$ 14,280.00	$ 4.00	$ 16,000.00
SD-07	Landscaping-Topsoil, Seed, Fertilizer, and Erosion Mat (Ditch)	SY	700	$ 3.68	$ 2,576.00	$ 6.50	$ 4,550.00
SPECIAL CONSTRUCTION							
SC-01	Pipe Foundation Stabilization	CY	100	$ 27.50	$ 2,750.00	$ 10.00	$ 1,000.00
SC-02	Provide Silt Fence	LF	1,000	$ 3.50	$ 3,500.00	$ 1.60	$ 1,600.00
SC-03	Inlet Protection Type A	EA	4	$ 50.00	$ 200.00	$ 100.00	$ 400.00
SC-04	Inlet Protection Type D	EA	4	$ 50.00	$ 200.00	$ 100.00	$ 400.00
SC-05	Tracking Pad	EA	1	$ 1,500.00	$ 1,500.00	$ 500.00	$ 500.00
SC-06	Erosion Bale Ditch Checks	EA	5	$ 20.00	$ 100.00	$ 100.00	$ 500.00
	TOTALS				**$ 242,385.84**		**$ 245,790.00**

Attachment: 2020 0827 Project 20-20 Bid Tab (10000 : Recommendation from BOPW to approve award of Contract 20-20 Commerce Drive Utility

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**City Clerk**
FROM:	**Ann Ledvina**
SUBJECT:	**Recommendation from the License Committee on the application for a Class "B" Fermented Malt Beverage License for De Pere Deacons Hockey Team, Inc. (DBA De Pere Deacons Hockey), 450 Ft. Howard Av. Submitted by De Pere Deacons Hockey Team, Inc: Agent David Lepp De Pere, WI.**

ATTACHMENTS:

- De Pere Deacons Hockey Team Class B request_9-15-20 (PDF)

Renewal Alcohol Beverage License Application

(Submit to municipal clerk. **Read instructions on page 3.)**

For the license period beginning: 12.01.20 *(mm dd yyyy)* ending: 05.01.21 *(mm dd yyyy)*

To the Governing Body of the: ☐ Town of ☐ Village of ☑ City of DE PERE

County of BROWN Aldermanic Dist. No.____ (if required by ordinance)

Check one: ☐ Individual ☐ Partnership ☐ Limited Liability Company ☑ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number	
EXEMPT	
FEIN Number	
TYPE OF LICENSE REQUESTED	**FEE**
☐ Class A beer	$
☑ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30.00
TOTAL FEE	$ 30.00

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
LEPP	DAVID	G	1403 QUINNETTE LN DE PERE, WI 5411
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
DE PERE DEACONS HOCKEY TEAM, INC.	

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent.

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
LEPP	DAVID	EDWARD	

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

~~President~~ / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
LEPP	DAVID	EDWARD	
~~Vice President~~ / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
NUTHALS	GREG	FRANCIS	
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name DE PERE DEACONS HOCKEY TEAM, INC Business Phone Number 920.660.0933
2. Address of Premises 450 FT. HOWARD AVE Post Office & Zip Code DE PERE, WI 54304
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? . . . . . Yes ☐ ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1ST AND 2ND FLOORS @ DE PERE ICE ARENA

AT-115 (R. 5-19) Wisconsin Department of Revenue

Attachment: De Pere Deacons Hockey Team Class B request_9-15-20 (10010 : Application for Class "B" Fermented Malt Beverage License for

5. Legal description (omit if street address is given on previous page): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** . . . . . ☐ Yes ☑ No

   b. Are **charges** for **any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** . . . . . ☐ Yes ☑ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** . . . . . ☐ Yes ☑ No

   _____

   _____

   _____

   _____

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** . . . . . ☑ Yes ☐ No

   _____

   _____

   _____

   _____

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? EXEMPT. PER CARRIE. ☐ Yes ☐ No
   [phone (608) 266-2776]

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? . . . . . ☑ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? . . . . . ☐ Yes ☑ No

12. Does the applicant owe municipal property taxes, assessments, or other fees? . . . . . ☐ Yes ☑ No
    (**Note:** Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

Contact Person's Name (Last, First, M.I.)	~~Title /~~ Member	Date
LEPP, DAVID E.	MEMBER	8.25.2020
Signature	**Phone Number**	**Email Address**
David E Lepp	920.660.0933	dlepp@new.rr.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Attachment: De Pere Deacons Hockey Team Class B request_9-15-20 (10010 : Application for Class "B" Fermented Malt Beverage License for

Instructions for Renewal Alcohol Beverage License Application

THIS RENEWAL FORM CANNOT BE USED IF:

1. There is a change in business entity (i.e., individual has changed to partnership or corporation/limited liability company; partnership changed to individual or corporation/limited liability company; corporation changed to individual, partnership or limited liability company) and if limited liability company has been dissolved.
2. Partners are added or dropped.
3. Application is made in a different municipality.

PARTNERSHIPS:

Indicate full name and home address of each partner. One partner must sign application. **Reminder**: If partners have been added or dropped since your last application, you must use Form AT-106 (Original Beverage License Application).

CORPORATIONS:

One officer must sign application. Be sure to answer Question No. 7 by indicating any change of officers, directors, and/or changes in home address. If there are any changes in officers and/or directors each must complete Form AT-103 (Auxiliary Questionnaire). If there has been a change in agent since your last approved agent, he/she must complete Forms AT-104 (Schedule for Appointment of Agent) **AND** AT-103 (Auxiliary Questionnaire) in addition to this (AT-115) form.

LIMITED LIABILITY COMPANY:

One member/manager must sign application. Follow procedure under Corporations for any change of members or agent.

NOTE: Use ink or typewriter when filling in applications. Be sure to answer all questions fully and accurately. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

DISCRIMINATION CLAUSE – (City of Milwaukee only)

The applicant shall not willfully refuse to provide those services offered under this license or refuse to employ or discharge any person otherwise qualified because of race, color, creed, sex, national origin or ancestry, the applicant shall not seek information as a condition of employment, or penalize any employee or discriminate in the selection of personnel for training or promotion solely on the basis of such information. The applicant also shall not discriminate against any member of the military service dressed in uniform by willfully refusing services offered under this license.

Complete, sign and return this form to the clerk.

If answer to Questions No. 6a and/or 6b on page 2 are "YES," outline details below:

CONVICTIONS

1. NAME NONE STATUTE NO./LOCAL ORDINANCE _____
   CHARGE _____ WHERE CONVICTED _____
   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
2. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
   CHARGE _____ WHERE CONVICTED _____
   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY
3. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
   CHARGE _____ WHERE CONVICTED _____
   DATE _____ PENALTY _____ ☐ MISDEMEANOR ☐ FELONY

PENDING CHARGE

1. NAME _____ STATUTE NO./LOCAL ORDINANCE _____
   PENDING CHARGE _____ DATE _____

Attachment: De Pere Deacons Hockey Team Class B request_9-15-20 (10010 : Application for Class "B" Fermented Malt Beverage License for

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Resolution #20-98 Authorizing Redevelopment Agreement Between Cobblestone Hotel Development, LLC and the City of De Pere (Main Avenue and North 5th Street).**

ATTACHMENTS:

- Reso20-98 (DOCX)
- Redevelopment Agreement-Cobblestone Hotel (Main Ave-5th Street) Final 9-2-20 (PDF)

Attachment: Reso20-98 (10005 : Reso #20-98 Authorizing Redevelopment Agreement with Cobblestone Hotel Development, LLC (Main Ave/5t)

RESOLUTION #20-98

AUTHORIZING REDEVELOPMENT AGREEMENT BETWEEN COBBLESTONE HOTEL DEVELOPMENT, LLC AND THE CITY OF DE PERE
(Main Avenue and North 5th Street)

WHEREAS, Cobblestone Hotel Development, LLC ("Developer") desires to enter into an agreement to redevelop property at the corner of Main Avenue and North 5th Street into a 37,000 square foot, urban-style four-story hotel, with 60 guest rooms, a chophouse-style restaurant, on-site parking facilities and other amenities ("Development Project"); and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City has created Tax Increment Financing District No. 9 (the "District") to assist development and redevelopment projects by lending or contributing funds and performing other actions of character for which the City is authorized to perform consistent with the Project Plan (the "Project Plan") for the District; and

WHEREAS, Developer's intended Development Project is consistent with the Project Plan for the District and will be beneficial to the City; and

WHEREAS, Developer's ability to commence the Development Project is contingent upon the City's commitment to provide financial and other assistance to Developer, pursuant to the terms set forth in the attached Redevelopment Agreement Between Cobblestone Hotel Development, LLC and the City of De Pere; and

WHEREAS, City desires to provide such financial assistance and to promote this Development Project; 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 such Redevelopment Agreement Between Cobblestone Hotel Development, LLC and the City of De Pere, as is attached hereto and incorporated by reference as Exhibit 1.

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 15th day of September, 2020.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 6/9/2020

Attachment: Reso20-98 (10005 : Reso #20-98 Authorizing Redevelopment Agreement with Cobblestone Hotel Development, LLC (Main Ave/5t)

Attachment: Redevelopment Agreement-Cobblestone Hotel (Main Ave-5th Street) Final 9-2-20 (10005 : Reso #20-98 Authorizing Redevelopment

REDEVELOPMENT AGREEMENT BETWEEN COBBLESTONE HOTEL DEVELOPMENT, LLC AND THE CITY OF DE PERE (Main Ave. and N. 5th Street)

THIS REDEVELOPMENT AGREEMENT ("Agreement"), is made and entered into this day of _____, 2020, by and between the City of De Pere, a Wisconsin Municipal Corporation ("City") AND Cobblestone Hotel Development, LLC, a Wisconsin Limited Liability Corporation, or its assigns ("Developer"), (collectively referred to as the "Parties").

RECITATIONS

WHEREAS, Wis. Stats. §66.1105, provides the authority and establishes procedures by which the City may undertake development projects within the City and assist developers in financing such projects through the use of tax incremental financing;

WHEREAS, in 2012, the City created "Tax Incremental District No. 9, City of De Pere" (TID #9) to assist development and redevelopment projects by lending or contributing funds and performing other actions of a character which the City is authorized to perform;

WHEREAS, allowable project costs under Wis. Stats. §66.1105(2) (f), include, among other things, reimbursement of significant Developer costs through cash incentives to developers within tax incremental districts when made pursuant to a signed development agreement;

WHEREAS, the City has determined that development of an approximately 37,000 square foot, urban-style four-story hotel with 60 guest rooms, chophouse-style restaurant, on-site parking, and other amenities is consistent with the TID #9 Project Plan (the "Project Plan");

WHEREAS, the City has determined that Developer is uniquely qualified to perform this Redevelopment Project;

WHEREAS, Developer's ability to develop the hotel development in an urban setting, is contingent upon the City's providing financial and other assistance to Developer on the terms set forth in this Agreement;

WHEREAS, Developer's ability to develop this site would not be viable and this development would not occur but for the City's commitment to assist in public parking infrastructure improvements and to otherwise reimburse significant site development expenses associated with this site;

WHEREAS, the Development described above and more fully in this Agreement will promote the revitalization and economic stability of TID #9 and the City as a whole;

WHEREAS, City desires to provide such financial assistance and to promote this Redevelopment;

AGREEMENT

NOW, THEREFORE, upon the mutual promises and obligations contained herein, together with such other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Attachment: Redevelopment Agreement-Cobblestone Hotel (Main Ave-5th Street) Final 9-2-20 (10005 : Reso #20-98 Authorizing Redevelopment

ARTICLE I

DEFINITIONS

Section 1. The following terms as used herein shall have the following meanings:

A. "Assessed Value" means the value of the Building Development as determined pursuant to Wis. Stats. §70.32.

B. "Building Development" means the real estate and building improvements contemplated by the Parties as shown on the draft concept drawings attached hereto as Exhibit B and as may be modified by the City Plan Commission if necessary to comply with applicable rules, regulations, ordinance, or other laws and to be attached as Exhibit C. Building Development and Redevelopment Project can be/are used interchangeably in this Agreement.

C. "Certificate of Occupancy" means the certificate issued by the Development Services Department upon completion of the Building Development so as to permit occupancy of the same.

D. "City" means the City of De Pere, its officials, officers and employees.

E. "City Indemnified Parties" means the City of De Pere, its officials, officers and employees.

F. "Commence Construction" means physical work at the Subject Property has occurred such that the site is excavated and footing and foundation installation is underway.

G. "Deficit Payment" means payment of the difference between taxes paid on the Assessed Value of the Building Development and those taxes that would have been paid on the Guaranteed Value of the Building Development, as defined in and calculated under Article II, Section 3.C.3.

H. "Developer" means the Cobblestone Hotel Development, LLC, a Wisconsin Limited Liability Corporation, or its assigns.

I. "Development" or "Project" means the building improvements, which together with the Project Property, comprise the Building Development.

J. "District and/or TID #9" means City of De Pere Tax Increment Financing District No. 9. TID #9 is statutorily scheduled to close as of December 31, 2038.

K. "Force Majeure Event" means unforeseeable causes beyond the Parties' respective control and without fault, or negligence including, but not restricted to, acts of God, force majeure, acts of the public enemy, acts of adjoining property owners, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, breach of contracts by contractors or subcontractors, unusual delays in obtaining any necessary permits or approvals from a governmental agency not caused by Developer's acts or omissions, and unusually severe weather or delays of subcontractors due to such causes.

L. "Guaranteed Value" means five million and no/100 dollars ($5,000,000.00).

M. "Project Costs" means those expenditures and costs defined in Wis. Stats. §66.1105(2)(f).

N. "Project Incentives" means public infrastructure improvements constructed by City, and the cash grant to Developer as identified in Article III, Section 1 to reimburse Developer for Project Costs

Attachment: Redevelopment Agreement-Cobblestone Hotel (Main Ave-5th Street) Final 9-2-20 (10005 : Reso #20-98 Authorizing Redevelopment

associated with the Building Development that, but for such Project Incentives, the Project would not occur.

O. "Public Parking" means such public parking infrastructure improvements as are shown on Exhibit D that the City has agreed to construct.

P. "Redevelopment Project" or "Project" means the Building Development.

Q. "Project Property" means approximate .7382 acre (32,161 sq. ft.) parcel legally described on Exhibit A, attached hereto and incorporated herein by reference.

R. "Substantial Completion" or "Substantially Completed" means, with respect to the Project or any portion of the Project, that Developer has sufficiently completed the Project so that a Certificate of Occupancy has been issued by the City Development Services Department for the Project.

S. "Term of Agreement" means that period of time from the date this Agreement is entered into until December 31, 2038.

ARTICLE II
DEVELOPER OBLIGATIONS

Section 1. Financing. With the exception of the Project Incentives, Developer warrants that the City will not, in any way be obligated in any manner to arrange, guarantee, or otherwise participate in assisting Developer in obtaining financing for the Project.

Section 2. Site Assembly. Developer shall take all steps necessary to assemble and obtain ownership of the Project Property on or before December 31, 2020. The Parties acknowledge and agree that this Agreement is contingent upon the purchase of the Project Property. In the event Developer terminates the Purchase and Sale Agreement dated March 2, 2020 for the Project Property pursuant to its rights thereunder, this Agreement shall automatically terminate and neither City nor Developer shall have any further liability or responsibility hereunder.

Section 3. The Building Development.

A. Plan Commission Site Plan Approval. Developer shall take all steps necessary to obtain site plan approval for the Project to enable a construction to commence on or before July 1, 2021. The Building Development concept drawing (Exhibit B) shall be replaced by the Plan Commission site plan approval letter, including the terms and conditions of approval for the Project, issued by the Development Services Department, which shall be attached and incorporated by reference into this Agreement as Exhibit C.

B. Construction Schedule.

1. Commencement of Construction. Developer shall Commence Construction of the Building Development on or before July 31, 2021.

2. Construction. Developer agrees that construction shall proceed with commercially reasonable speed, subject to Force Majeure Events, being Substantially Completed no later than July 31, 2022. Force Majeure Events will not extend the applicable effective dates of the Property Valuation Warranties of Article II, Section 3.

3. Failure to Comply with Plan Approval or Construction Completion. Developer agrees that time is of the essence as to plan approval, Commencement of

Attachment: Redevelopment Agreement-Cobblestone Hotel (Main Ave-5th Street) Final 9-2-20 (10005 : Reso #20-98 Authorizing Redevelopment

Construction and Substantial Completion. If any of the above timelines are not met, subject to Force Majeure Events, the City may pursue any remedy set forth in this Agreement upon the expiration of any applicable notice and cure period set forth herein, including return of any Project grant made to Developer.

4. Certificate of Occupancy. Developer is required to obtain a Certificate of Occupancy from the City Development Services Department prior to occupancy of the Building Development.

C. Property Valuation Warranties.

1. Guaranteed Value. Developer warrants and agrees that the Guaranteed Value of the Building Development as of January 1, 2023 shall be not less than five million and no/100 Dollars ($5,000,000.00). To that end, Developer for itself and its successors and assigns, hereby waives all rights to appeal the Assessed Value of the Building Development, whether to the City Board of Appeals or any other venue, to assert a claim of unlawful tax, assert a palpable error, or otherwise challenge under any existing or newly created right in the future under Wisconsin or Federal laws, the value of the Building Development below the Guaranteed Value during the Term of this Agreement. If the Assessed Value of the Building Development is less than the Guaranteed Value for the year 2023 or any subsequent tax year during the Term of this Agreement, Developer, on behalf of itself and its successors and assigns, agrees that the Deficit Payment provisions of Paragraph 3 below ("Deficit Payment Calculation") shall apply.

2. Property to Remain Taxable. During the Term of this Agreement, Developer hereby agrees, for itself and its successors and assigns, that it shall not, without the prior written consent of the City, which consent shall be within the sole discretion of the City, sell or lease any portion of the Development to an entity whereby such sale or lease would cause such portion of the Development to become exempt from real estate taxation unless such entity agrees to enter a payment in lieu of taxes ("PILOT") or similar agreement with the City pursuant to which such entity agrees to make PILOT payments calculated and paid as set forth in Paragraph 3 below (the "Deficit Payment Calculation"). These obligations, as well as the other obligations of this Agreement, shall be binding upon Developer's successors and assigns. Developer further agrees to place a restriction in any deed conveying the Subject Property and/or the Building Development during the Term of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Building Development or any portion thereof to become tax exempt unless accompanied by a PILOT agreement as set forth above. Should the Development nevertheless become tax exempt, Developer hereby agrees that a Deficit Payment shall then be made in accordance with the process set out in Paragraph 3 below ("Deficit Payment Calculation").

3. Calculations of any Deficit Payments. Calculations of any Deficit Payment required under this Agreement shall be as follows:

If Assessed Value falls below the Guaranteed Value:

a. The Assessed Value of the Building Development shall be subtracted from the Guaranteed Value. The difference shall be multiplied by the mil-rate for all taxing jurisdictions established for each tax year for the west side of De Pere, the product of which shall be the total Deficit Payment due and payable on or before July 31 of the year due.

Attachment: Redevelopment Agreement-Cobblestone Hotel (Main Ave-5th Street) Final 9-2-20 (10005 : Reso #20-98 Authorizing Redevelopment

b. If the Deficit Payment is not fully paid by the year in which it is due, the amount so determined under the above process shall be placed against the property as a special charge for services rendered under Wis. Stats. §66.0627(2).

D. Obligation to Maintain and Repair.

1. Maintenance of Redevelopment Project. Developer shall, during the term of this Agreement, keep and maintain the Building Development in good repair and working order and will make or cause to be made from time to time all repairs necessary thereto (including external and structural repairs) and renewals and replacements thereof so as to maintain in the City an operational, habitable, and marketable office development, ordinary wear and tear and obsolescence excepted, and shall keep and maintain (or cause to be kept and maintained) such casualty insurance upon the property as is customarily held in developments of like size and character. All insurance policies required under this Section shall be taken out and maintained with insurance companies authorized to do business in the State of Wisconsin.

   To assume the respective risks undertaken, said policies of insurance may be written without deductible amounts but with coinsurance features and the exceptions and exclusions comparable to those in similar policies carried by other companies similarly situated, all of which must be approved by City, which approval shall not be unreasonably withheld or delayed. Certification of coinsurance shall be filed with City prior to Construction Commencement and each such policy of insurance shall contain a provision that the insurance company shall give City at least thirty (30) days prior written notice of cancellation, non-renewal, or material change during the term of this contract. In the event of the proposed cancellation or non-renewal of any policy by an insurance company, Developer shall secure adequate replacement insurance policies prior to the effective date of such cancellation.

2. Damage Repair. If the Building Development, or any portion thereof, shall be damaged or partially or totally destroyed during the Term of this Agreement, Developer shall promptly repair, rebuild, or restore the Building Development to the condition that existed immediately prior to such damage or destruction. In the happening of such an event, Developer shall promptly give written notice thereof to City.

3. Subordination. City agrees that, upon presentment of a written request from Developer's lender, it will subordinate its interests in this Agreement to those of the lender as may reasonably be required.

E. Claims, Injury and Property Damage Indemnification. Developer agrees to protect, defend, indemnify, and hold the City Indemnified Parties free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, reasonable professional fees, reasonable attorney fees, including those imputed to the City Attorney or other expenses or liabilities of every kind and character to the extent caused by and in connection with, or arising directly or indirectly out of, this Agreement and/or arising out of the construction of this Project. This requirement shall apply with equal force to work performed by Developer or any subcontractor or any other party directly employed or retained by Developer. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof), or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. Notwithstanding the

above, Developer's indemnification obligations under this Section shall not apply to the extent a claim or damage is caused by the City or results from the failure of persons other than Developer to comply with its respective obligations under this Agreement.

ARTICLE III

CITY OBLIGATIONS

Section 1. Project Incentives. City shall provide Developer with the following Project Incentives, the receipt of which are necessary for the Project to proceed:

A. City Public Parking Infrastructure Improvements. City shall construct the Public Parking by December 31, 2021. The estimated cost of such construction is $735,800.00. Developer shall have the right to use, on a "first-come, first-serve" basis, in common with other members of the public and free of parking charges, those areas designated as Public Parking for its employee, guests and invitees.

B. City Maintenance of Public Parking. City shall, during the term of this Agreement, keep and maintain the Public Parking , including such repairs and maintenance deemed necessary by City (including snow removal and adequate lighting), in accordance with City's usual and customary practices.

C. Developer Project Cost Reimbursement Grant. City shall provide Developer a grant of eight-hundred thousand and no/100 dollars ($800,000.00) to reimburse Project Costs incurred by Developer. Such grant shall be payable after the Certificate of Occupancy is issued and the Development Services Director has reviewed and verified final project costs, which such review shall not be unreasonably withheld or delayed.

D. WEDC Community Development Investment Grant. City shall apply for a WEDC Community Development Investment ("CDI") grant from the Wisconsin Economic Development Corporation, seeking the maximum grant available of two-hundred fifty thousand dollars ($250,000.00) If the City is awarded the CDI Grant, City shall provide all proceeds thereof to Developer in the form of and under the terms and conditions of the Agreement Between the City of De Pere and Developer for Receipt and Disbursement of CDI Grant Funds, as set forth in Exhibit E, attached hereto and incorporated herein by reference.

Section 2. Cooperation. The City agrees to cooperate in the timely prosecution and granting of applications made by Developer for any certifications, permits or approvals appropriate or necessary for the Project.

ARTICLE IV

DEFAULT PROVISIONS

Section 1. Enforced Delay in Performance for Causes Beyond the Control of Parties. For the purposes of any provision of this Agreement, no Party nor any successor in interest shall be considered in breach or default of its obligations with respect to the beginning and completion of any phase of construction or progress in respect thereto in the event of enforced delay in the performance of any obligations due to Force Majeure Event, it being the purpose and intent of these provisions that in the event of the occurrence of any such Force Majeure Event, the time or times of performance of any of the obligations of Developer with respect to construction of the improvements or Commencement of Construction shall be extended for the period of the Force Majeure Event as determined in good faith by City; provided that the party seeking the benefit of

Attachment: Redevelopment Agreement-Cobblestone Hotel (Main Ave-5th Street) Final 9-2-20 (10005 : Reso #20-98 Authorizing Redevelopment

Attachment: Redevelopment Agreement-Cobblestone Hotel (Main Ave-5th Street) Final 9-2-20 (10005 : Reso #20-98 Authorizing Redevelopment

the provisions of this Section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof and of the cause or causes thereof and requested an extension for the period of the Force Majeure Event. In the event a Force Majeure Delay Event is caused by unavailable materials or breach of contracts by contractors or subcontractors, Developer shall make a reasonable effort to procure performance and City agrees to grant a sufficient extension to permit such procurement by Developer.

Section 2. Breach and Cure. Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. If any Party believes that a provision of this Agreement has been breached, it shall supply the other Party with written notice thereof, informing the Party allegedly in breach in writing that it has sixty (60) days to cure such breach. If there is no cure within the cure period of any breach for which notice has been given, any Party not in breach may bring any action available for any remedy provided in law or equity; except, however, in the event a Party is pursuing a cure, but the cure cannot be completed in the cure period provided herein, then it shall not be construed as a default if the Party immediately undertakes steps to cure the default after receipt of notice and then diligently and in good faith prosecutes the curing of such default to its conclusion.

Section 3. Specific Performance Where Remedy Provided. Where a remedy is specifically provided in this Agreement, in the event that any Party fails to perform in compliance with such remedy provision or unreasonably delays in performing thereunder and such delay or failure causes damage to the other party, nothing in this Agreement shall prevent another Party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other Party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

Section 4. Rights and Remedies Cumulative. The rights and remedies of the Parties, whether provided by law or provided by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same time or different times of any such other remedies for the same event of default of breach or of any remedies for any other event of default or breach by a Party hereto. No waiver made by any Party hereto with respect to the performance or manner or time of any obligation of any other Party under this Agreement shall be considered a waiver of any rights of such Party to enforce any other obligations of the other Party(ies).

ARTICLE V
MISCELLANEOUS

Section 1. Approvals in Writing. Whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing, signed by the duly authorized officer of the City, and delivered to the party to whom it is directed at the address specified in Section 5 below. Whenever under this Agreement the consent, approval or waiver of City is required or the discretion of City may be exercised, the Mayor shall have the authority to act, as the case may be. Whenever any approval is required by the terms of this Agreement and request or application for such approval is duly made, such approval shall not be unreasonably withheld, conditioned or delayed.

Section 2. Obligations to Run with the Land. Developer's obligations in this Agreement to make Deficit Payments during the Term of this Agreement shall run with the land and are binding upon all subsequent owners of the Project. This Agreement and any amendment thereto shall be recorded with the office of the Brown County Register of Deeds.

Attachment: Redevelopment Agreement-Cobblestone Hotel (Main Ave-5th Street) Final 9-2-20 (10005 : Reso #20-98 Authorizing Redevelopment

Section 3. Assignment. Developer may assign this Agreement, only in writing and only in its entirety, to a special purpose entity formed to own, develop and operate the Project or purchaser of the Project without the prior written consent of City, provided that Developer or Assignee, within 30 days of the Assignment, provides City with a copy of such Assignment document, including the name, address and contact person of the entity agreeing to accept said the Assignment.

Section 4. Contractual Interpretation. The paragraphs headed by roman numerals in this Agreement are referred to as articles and are intended to include, as categories thereunder, numbered sections and lettered subsections. The article, section, and subsection headings of this Agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement.

Section 5. Notices. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by (1) regular mail or (2) by electronic mail. All notices and communications shall be addressed to the Parties hereto at their respective addresses set forth below and shall be deemed received on the date of postmark or electronic mail:

If to Developer:
Cobblestone Hotel Development, LLC
Attn: Brian Wogernese
980 American Drive
Neenah, WI 54956
Email: bwogernese@brimarkbuilders.com

If to City:
City Clerk
335 South Broadway Street
De Pere, WI 54115
Email: cdanen@deperewi.gov

With a copy to:
City Administrator
335 South Broadway Street
De Pere, WI 54115
Email: ldelo@deperewi.gov

Section 6. No Liability of City. City shall have no obligation or liability to the lending institution, architect, contractor, or subcontractor, or any other party retained by Developer in the performance of its obligations and responsibilities under the terms and conditions of this Agreement. Developer specifically agrees that no representations, statements, assurances, or guarantees will be made by Developer to any third party or by any third party which are contrary to these provisions.

Section 7. Law Governing. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

Section 8. Entire Agreement. This Agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the Parties, and supersedes all prior discussions and agreements, whether written or oral, between the Parties

and constitutes the sole and entire agreement between the Parties with respect thereto. This Agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first written above.

COBBLESTONE HOTEL DEVELOPMENT, LLC
a Wisconsin limited liability company

By: Granite Hospitality Group, LLC
Managing Member

By: _____
Name: Brian Wogernese
Title: Managing Member

Date: _____

STATE OF WISCONSIN (
(SS.
WINNEBAGO COUNTY (

This instrument was acknowledged before me on the _____ day of _____, 2020, by Brian Wogernese, the Managing Member of Granite Hospitality Group, LLC, which is the Managing Member of Cobblestone Hotel Development, LLC.

_____
Stephanie Brooks
Notary Public, State of Wisconsin
My commission expires on: December 25, 2020.

Attachment: Redevelopment Agreement-Cobblestone Hotel (Main Ave-5th Street) Final 9-2-20 (10005 : Reso #20-98 Authorizing Redevelopment

CITY OF DE PERE
a Wisconsin municipal corporation

By: _____
Name: James G. Boyd
Title: Mayor

Date: _____

STATE OF WISCONSIN (
(SS.
BROWN COUNTY (

This instrument was acknowledged before me on the _____ day of _____, 2020, by James G. Boyd, the Mayor of the City of De Pere, Wisconsin.

Name: _____
Notary Public, State of Wisconsin
My commission expires on: _____

By: _____
Name: Carey E. Danen
Title: City Clerk

Date: _____

STATE OF WISCONSIN (
(SS.
BROWN COUNTY (

This instrument was acknowledged before me on the _____ day of _____, 2020, by Carey E. Danen, the City Clerk of the City of De Pere, Wisconsin.

Name: _____
Notary Public, State of Wisconsin
My commission expires on: _____

Attachment: Redevelopment Agreement-Cobblestone Hotel (Main Ave-5th Street) Final 9-2-20 (10005 : Reso #20-98 Authorizing Redevelopment

EXHIBIT A
PROJECT PROPERTY

PARCEL B:

All of Lot 12 and part of Lots 13 and 14, according to the recorded Plat of Carabin's Addition to West De Pere, in the City of De Pe West Side of the Fox River, Brown County, Wisconsin, described as follows:

Beginning at the Northwest corner of Lot 12, thence South 82°10'46" East, 121.00 feet along the Southerly right of way of Main Avenue; thence South 7°52'10" West 85 feet along the Westerly line of Lot 15 of said Plat; thence North 82°10'46" West, 122.00 f to the Easterly right of way of Fifth Street; thence North 7°52'10" East, 85.00 feet along said right of way to the point of beginning.

Lot 13, except the North 12.5 feet thereof and Lot 14, except the Northerly 85 feet thereof, and Lots 15 and 16 according to the recorded Plat of Carabin's Addition, in the City of De Pere, West side of the Fox River, Brown County, Wisconsin.

Address: 499 Main Avenue

Tax Key No: WD-283

Address: 109 S. Fifth Street

Tax Key No: WD-284

Address: 473 Main Avenue

Tax Key No: WD-286

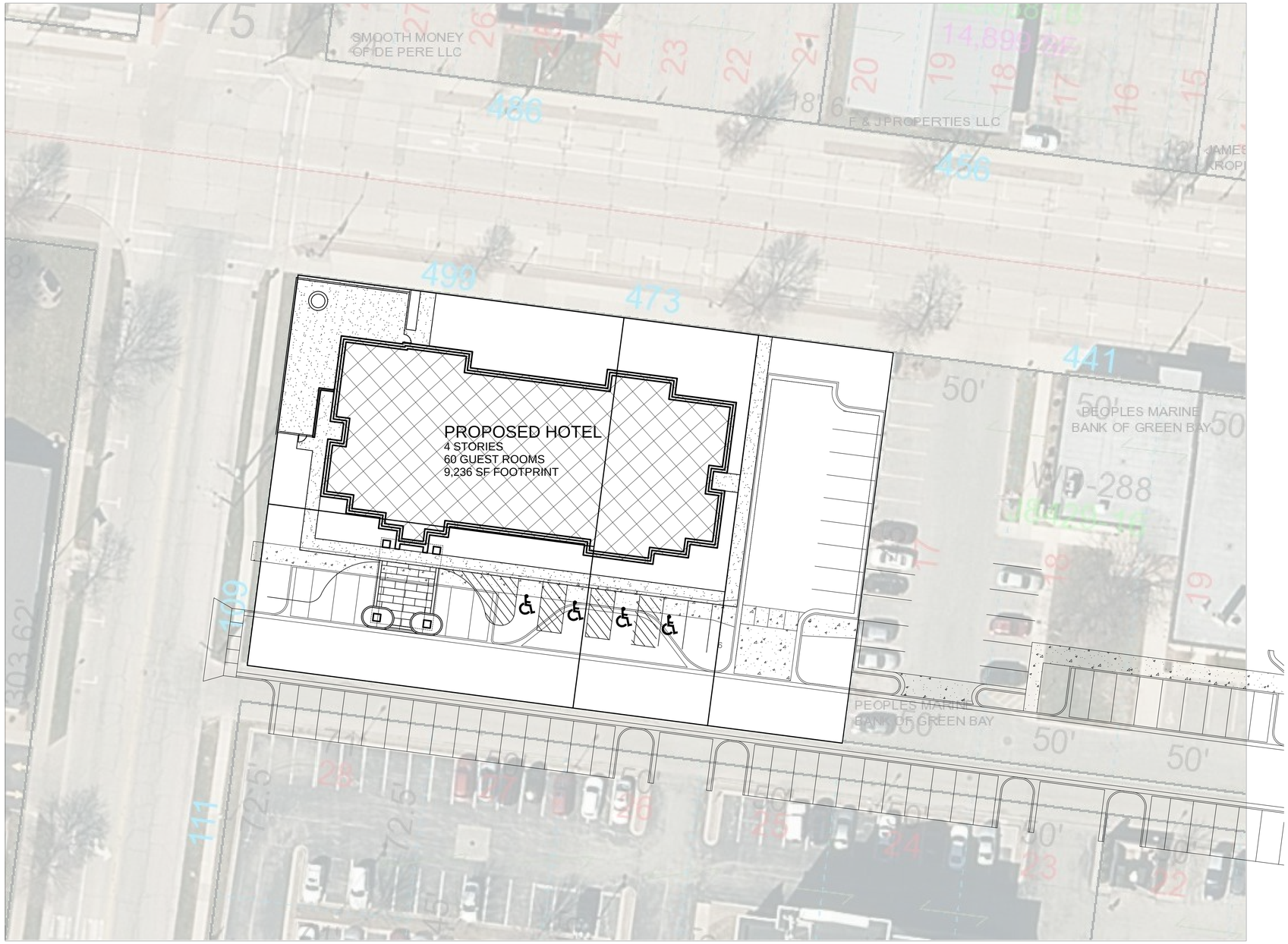
Address: Main Avenue

Tax Key No: WD-287

Parcel C;

Non-exclusive perpetual easement for ingress and egress set forth in Grant of Easement recorded as Document No. 1782037.

Attachment: Redevelopment Agreement-Cobblestone Hotel (Main Ave-5th Street) Final 9-2-20 (10005 : Reso #20-98 Authorizing Redevelopment



NORTH

CONCEPT PLAN

SCALE: 1"=20'-0"

EXCEL
ARCHITECTS • ENGINEERS • SURVEYORS
Always a Better Plan
100 Camelot Drive
Fond Du Lac, WI 54935
Phone: (920) 926-9800
www.EXCELENGINEER.com

COLLABORATION
BriMark Builders, LLC

PROJECT INFORMATION

NEW HOTEL FOR:

COBBLESTONE HOTEL AND SUITES

MAIN STREET • DE PERE, WISCONSIN

PROFESSIONAL SEAL

PRELIMINARY DATES

FEB. 26, 2020

NOT FOR CONSTRUCTION

JOB NUMBER

1865780

SHEET NUMBER

C

Redevelopment Agreement
Cobblestone Hotel Group, LLC

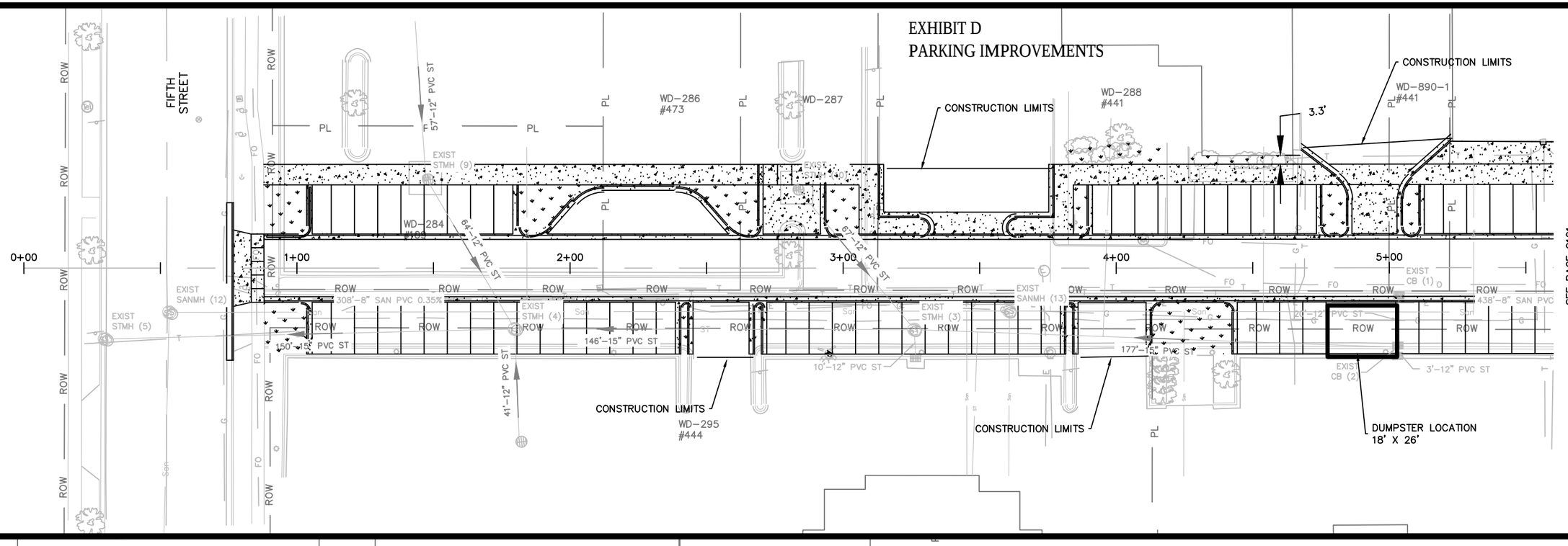
2019 © EXCEL ENGINEERING, INC.

Attachment: Redevelopment Agreement-Cobblestone Hotel (Main Ave-5th Street) Final 9-2-20 (10005 : Reso #20-98 Authorizing Redevelopment Agreement with Cobblestone Hotel Development, LLC (Main Ave/St)

EXHIBIT C
SITE PLAN APPROVAL LETTER

Attachment: Redevelopment Agreement-Cobblestone Hotel (Main Ave-5th Street) Final 9-2-20 (10005 : Reso #20-98 Authorizing Redevelopment

EXHIBIT D
PARKING IMPROVEMENTS



Attachment: Redevelopment Agreement-Cobblestone Hotel (Main Ave-5th Street) Final 9-2-20 (10005 : Reso #20-98 Authorizing Redevelopment

0 5'

0 20' 40'

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

MAIN AND REID ALLEY
FIFTH STREET TO FOURTH STREET

NAME: STREET RECONSTRUCTION
PROJECT # 21-04

	BY	DATE
SURVEYED	SRL	3-2020
DRAWN	SRL	4-2020
DESIGNED	SRL	10-2020
CHECKED	EPR	11-2020

REVISIONS / ISSUES NO.	DATE	BY	REMARKS

PAGE NO. G.000

EXHIBIT E
CDI GRANT

AGREEMENT FOR RECEIPT AND DISBURSEMENT OF COMMUNITY DEVELOPMENT INVESTMENT (CDI) GRANT FUNDS BETWEEN COBBLESTONE HOTEL DEVELOPMENT, LLC AND THE CITY OF DE PERE

THIS AGREEMENT is entered into as of this _____ day of _____, 2020, (the "Effective Date"), by and between **Cobblestone Hotel Development**, **LLC** ("Developer") and the **City of De Pere,** a Wisconsin municipal corporation ("City").

RECITALS:

A. City and Developer are parties to a Redevelopment Agreement dated _____, 2020, wherein Developer commits to constructing a four-story hotel with 60 guest rooms, with a chophouse-style restaurant and on-site parking amenities as in-fill development in the City's Downtown Business District (the "Project");

B. Developer seeks assistance in the form of a Community Development Investment Grant ("CDI Grant") from the Wisconsin Economic Development Corporation ("WEDC") to offset gap financing constraints;

C. WEDC requires that the City act as the applicant of the CDI Grant and be the recipient of the CDI Grant funds pursuant to the Community Development Investment Grant Agreement Between The Wisconsin Economic Development Corporation and City of De Pere executed on even date herewith (the "WEDC Agreement");

D. City and Developer intend that Developer performs or contracts for performance of all work for which the CDI Grant funds may be used.

E. The parties desire to enter into this Agreement to set forth the terms and conditions of their agreement.

F. Any undefined terms in this Agreement shall have the same meaning as those terms in the Redevelopment Agreement and/or the WEDC Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to allocate responsibilities between the City and Developer to complete the Project and to assure the CDI Grant funds can be used toward payment of all Project costs permitted to be paid for by the CDI Grant as directed by WEDC.

Attachment: Redevelopment Agreement-Cobblestone Hotel (Main Ave-5th Street) Final 9-2-20 (10005 : Reso #20-98 Authorizing Redevelopment

2. **Grant Conditions.** Developer shall comply with those terms and conditions set forth in the WEDC Agreement and any other agreements required thereunder, subject to the understanding that the timing of Project improvements under the Redevelopment Agreement will be determined by the needs of the Developer, unless otherwise required by WEDC, provided all costs for which CDI Grant funds may be used are incurred prior to the Certificate of Occupancy being issued for the Project.

3. **City Not to Incur Out of Pocket Expenditures.** The City shall not pay from its own funds any expenses, charges or fees to WEDC, Developer or the Certified Public Accountant that will be hired to complete the Statement of Expenditures.

4. **Developer to Hire CPA to Perform Statement of Expenditures.** Developer shall enter directly into contract with an independent licensed CPA firm to complete the Statement of Expenditures and any other necessary certifications or attestations required by the WEDC with respect to the distribution and use of the CDI Grant funds.

5. **Obligations of the City.** City will approve any necessary agreements required by the WEDC, provided such agreements are consistent with the terms of this Development Agreement and shall perform all obligations as "Recipient" of the CDI Grant Funds, specifically acting as applicant of the CDI Grant and working with Developer to complete the grant administrative work including but not limited to submitting regular performance reports as may be required to show the progress and impact of the Project. The City shall seek grant funds reimbursement from WEDC and shall distribute grant funds to Developer pursuant to the terms of the CDI Grant and upon receipt of necessary invoices or paperwork from Developer.

6. **Obligations of the Developer.** Developer shall cooperate with the City and be responsible for supplying all necessary assembly and submission of documents, records and invoices as may be required to comply with the terms of the CDI Grant and any related agreements required by the WEDC and shall communicate and work closely with the City to ensure that the timely submission of any paperwork required by the WEDC. Developer shall only use CDI Grant funds for costs allowed under the terms of the CDI Grant and as directed by the WEDC and shall comply with the terms of any agreements required by the WEDC for receipt of the CDI Grant funds. Furthermore, the City shall be provided access, upon no less than 24-hour notice to Developer, to inspect all of the records required to be maintained by the CDI Grant or WEDC.

7. **Developer Holds Harmless and Indemnifies City.** Developer agrees to hold the City harmless and agrees to indemnify the City from any payment obligation associated with the development of the Property and application and receipt of funds under the CDI Grant but only to the extent such payment obligation of the City is caused by the Developer and specifically excluding any payment obligation of the City caused by an Event of Default under Section 7(d) of the WEDC Agreement. In the event the City incurs any fees, costs, expenses, charges or penalties arising from this Agreement, the City shall invoice the Developer and if such invoice is not timely paid, the City may assess such fees, costs, expenses, charges or penalties against any of the parcels in the Development as a special charge under Wis. Stats. §66.0627.

Attachment: Redevelopment Agreement-Cobblestone Hotel (Main Ave-5th Street) Final 9-2-20 (10005 : Reso #20-98 Authorizing Redevelopment

Attachment: Redevelopment Agreement-Cobblestone Hotel (Main Ave-5th Street) Final 9-2-20 (10005 : Reso #20-98 Authorizing Redevelopment

8. **Term.** The term of this Agreement shall commence on the Effective Date and shall end on the earlier of: (a) the receipt and distribution of all CDI Grant funds and any necessary paperwork required thereunder; or (b) the date that Developer or City provides notice of termination as provided in Section 9 below.

9. **Termination.**

a. By Developer. Developer may terminate this Agreement, at any time, upon not less than thirty (30) days prior written notice to City, at which time Developer shall reimburse the City for any expenses incurred to date as well as any expenses the City incurs related to the Developer's termination of this Agreement.

b. By City. City may terminate this Agreement upon not less than thirty (30) days prior written notice to Developer after Developer's failure to cure any Events of Default (as defined herein) during any applicable cure period.

10. **Assignment and Sublease.** Developer may transfer or otherwise assign its interest in this Agreement in whole to an affiliate of Developer or in conjunction with a transfer or sale of the Developer Parcel upon receiving City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. After any such transfer or assignment, Developer shall be released from this Agreement and the transferee or assignee shall assume the obligations of this Agreement and be considered the "Developer" hereunder for all purposes.

11. **Events of Default.** The following are "Events of Default" by a party: The party's failure to perform any of the party's obligations or covenants contained in this Agreement at the time and in the manner stated, which failure continues for thirty (30) days after written notice of such is received by the party from the other party, provided that if such failure cannot reasonably be corrected within the thirty (30) day period, the party shall not be in default so long as the party promptly commences and continues such actions as are necessary to correct such failure within the earliest reasonable time.

12. **Notices.** Any notices required to be made by either party to the other shall be given in any of the following manners: (a) by U.S. Postal Service mail and shall be deemed to be given two (2) business days after delivery to the U.S. Postal Service, postage prepaid, for certified or registered delivery; (b) by reputable overnight courier and shall be deemed to be given one (I) business day after delivery to the courier; or (c) by personal delivery to a representative of the other, and shall be deemed to be given upon such personal delivery.

Any such notice shall be addressed as follows:

If to City: City of De Pere
325 S. Broadway Street
De Pere, Wisconsin 54115
Attn: City Clerk

Attachment: Redevelopment Agreement-Cobblestone Hotel (Main Ave-5th Street) Final 9-2-20 (10005 : Reso #20-98 Authorizing Redevelopment

If to Developer:

Either party may change its address by providing the other party with written notice thereof, which new address will be effective ten (10) days after notice is given by one of the methods set forth above.

13. **Binding Terms; Covenants Running with Land.** All the terms, conditions, limitations and covenants herein contained or implied by law are covenants running with the land and shall bind and attach and inure to the benefit of City and Developer and their respective successors and assigns.

14. **Authority.** Each of the parties represents and warrants that it has the full capacity, right, power and authority to execute, deliver and perform this Agreement, and all required actions, consents and approvals therefor have been duly taken and obtained.

15. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

16. **Recording of Agreement.** Either party may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of either party, the other party shall execute and deliver to the requesting party any such Memorandum or any other document in connection with such recording.

17. **Force Majeure.** No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.

18. **Governing Law.** The laws of the State of Wisconsin shall govern this Agreement.

19. **Severability.** If any provision of this Agreement is determined by a court of law to be invalid or unenforceable, the court may modify that provision to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it may be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have entered into this Development Agreement as of the Effective Date.

City of De Pere
By:

_____
James G. Boyd, Mayor

_____
Carey E. Danen, City Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me on the _____ day of _____, 2020, the above-named James G. Boyd and Carey E. Danen, being the Mayor and City Clerk, respectively, of the City of De Pere, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
_____, Notary Public
State of Wisconsin
My commission expires:_____

Attachment: Redevelopment Agreement-Cobblestone Hotel (Main Ave-5th Street) Final 9-2-20 (10005 : Reso #20-98 Authorizing Redevelopment

Cobblestone Hotel Development, LLC:

By:

_____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me on the _____ day of _____, 2020, the above-named _____to me known to be the person who executed the foregoing instrument and acknowledged thesame.

_____
_____, Notary Public
State of Wisconsin
My commission expires: _____

This document was drafted by:
Judith Schmidt-Lehman, De Pere City Attorney

Attachment: Redevelopment Agreement-Cobblestone Hotel (Main Ave-5th Street) Final 9-2-20 (10005 : Reso #20-98 Authorizing Redevelopment

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**Finance Department**
FROM:	**Joe Zegers**
SUBJECT:	**Resolution #20-99 A Resolution Authorizing and Providing for the Sale and Issuance of $8,340,000 General Obligation Promissory Notes, Series 2020A, and All Related Details.**

ATTACHMENTS:

- Reso20-99 (DOCX)
- PB - $8.34 DePere Cy GOPNs 2020A (PDF)

COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN

September 15, 2020 **Resolution No.:** 20-99

A Resolution Authorizing and Providing for the Sale and Issuance of $8,340,000 General Obligation Promissory Notes, Series 2020A, and All Related Details

RECITALS

The Common Council (the "**Governing Body**") of the City of De Pere, Wisconsin (the "**Issuer**") makes the following findings and determinations:

1. The Issuer is in need of funds to finance the purchase of vehicles for the fire department; improvements to municipal buildings; grants for façade improvements in the City's Tax Incremental Districts No. 7 and No. 9; installation of street lighting and signs; purchase of replacement vehicles and equipment for the public works and parks departments; construction of a new aquatic center; improvements to park buildings and parking lots; construction of and improvements to detention ponds; and construction of and improvements to streets and sidewalks and related landscaping (collectively, the "**Project**").

2. On August 18, 2020, the Governing Body adopted an initial resolution authorizing the issuance of general obligation promissory notes of the Issuer in the principal amount of approximately $8,340,000 for the purposes of the Project (the "**Initial Resolution**").

3. The Governing Body now wishes to borrow the funds needed for the Project by selling and issuing its $8,340,000 General Obligation Promissory Notes, Series 2020A (the "**Obligations**") pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes.

4. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

5. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Attachment: Reso20-99 (9988 : Reso #20-99 A Resolution Authorizing General Obligation Promissory)

Section 1. Definitions.

In addition to the capitalized terms defined in the recitals above, capitalized terms not otherwise defined in this resolution shall have the meanings set forth below unless the context requires another meaning.

"**Book-Entry System**" means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Continuing Disclosure Agreement**" means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

"**Debt Service Fund**" means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

"**Debt Service Fund Account**" has the meaning given in Section 16.

"**Depository**" means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

"**DTC**" means The Depository Trust Company.

"**Financial Officer**" means the Issuer's Treasurer.

"**Fiscal Agent**" means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

"**Governing Body**" has the meaning given in the recitals to this resolution.

"**Issuer**" has the meaning given in the recitals to this resolution.

"**Municipal Officers**" means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer's behalf.

"**Obligations**" means the $8,340,000 City of De Pere, Wisconsin General Obligation Promissory Notes, Series 2020A, which are authorized to be issued pursuant to this resolution.

"**Original Issue Date**" means October 14, 2020.

"**Project**" has the meaning given in the recitals to this resolution.

Attachment: Reso20-99 (9988 : Reso #20-99 A Resolution Authorizing General Obligation Promissory)

"**Purchase Agreement**" means the note purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations as described in Section 14.

"**Purchase Price**" means $_____, plus payment by the Purchaser on behalf of the Issuer of $_____ for the costs of issuing the Obligations.

"**Purchaser**" means Robert W. Baird & Co. Incorporated, or a group that it leads.

"**Record Date**" means the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations.

"**Recording Officer**" means the Issuer's Clerk.

"**Register**" means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

(i) The name and address of the registered owner of each Obligation.

(ii) All transfers of each Obligation.

"**Treasurer**" means the Issuer's Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

(i) *Exhibit A* — Form of Obligation.

(ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation promissory notes of the Issuer in the aggregate principal amount of $8,340,000. The Obligations will be issued pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes to pay the costs of the Project and to pay certain expenses of issuing the Obligations (including printing costs and fees for financial consultants, bond counsel, fiscal agent, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named "City of De Pere, Wisconsin General Obligation Promissory Notes, Series 2020A." The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

Attachment: Reso20-99 (9988 : Reso #20-99 A Resolution Authorizing General Obligation Promissory)

The face amount of each Obligation will be $5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be payable semiannually on each March 1 and September 1, beginning on March 1, 2021, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The Issuer and the Fiscal Agent may treat the person or entity in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

Maturity Date (September 1)	Principal Amount	Interest Rate
2021	$890,000	.00%
2022	875,000	.00
2023	760,000	.00
2024	775,000	.00
2025	780,000	.00
2026	805,000	.00
2027	835,000	.00
2028	865,000	.00
2029	870,000	.00
2030	885,000	.00

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 6. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Attachment: Reso20-99 (9988 : Reso #20-99 A Resolution Authorizing General Obligation Promissory)

Section 7. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint a successor securities depository to maintain the Book-Entry System.

If on any date the Obligations are not being maintained in a Book-Entry System, then the Issuer will do the following:

(i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of $5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.

(ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 8. Redemption.

The Obligations maturing on and after September 1, 2028 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 2027 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of $5,000 in accordance with Sections 9 and 10 hereof.

Section 9. Manner of Payment/Transfers/Redemption Notices Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate

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principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

Section 10. Manner of Payment/Transfers/Redemption Notices *Not* Under Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed

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redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

Section 11. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 12. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all its terms.

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Section 14. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price. The Issuer approves and accepts the Purchase Agreement. The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Purchase Agreement and this resolution. The Obligations shall be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price as required by this resolution.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

(i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.

(ii) A transcript of the proceedings relating to the issuance of the Obligations.

(iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 15. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations on their maturity dates.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. The tax for each year the levy is made will be in the following amounts:

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Levy Year	Debt Service Amount Due in Following Year	Levy Year	Debt Service Amount Due in Following Year
2020	$_____	2025	$_____
2021	_____	2026	_____
2022	_____	2027	_____
2023	_____	2028	_____
2024	_____	2029	_____

Section 16. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the "**Debt Service Fund Account**"), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the date of delivery of the Obligations and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited and kept by the Treasurer in a separate fund as provided in Section 67.10 (3) of the Wisconsin Statutes. The fund shall be designated with both the name of the Obligations and the name Borrowed Money Fund (the "**Borrowed Money Fund**"). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project, the costs of issuing the Obligations, and the costs of investing amounts in the Borrowed Money Fund, or (ii) transferred to the Debt Service Fund Account as provided by law.

Section 18. Official Statement.

The Issuer ratifies and approves the preliminary offering document prepared and distributed in connection with the sale of the Obligations, and the Issuer authorizes and directs the final version of such document (the "**Official Statement**") to be prepared prior to the issuance of the Obligations; *provided, however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

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Section 19. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer's official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 20. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

(i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.

(ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 21. Qualified Tax-Exempt Obligations.

The Issuer designates the Obligations as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

Section 22. Tax Law Covenants.

The Issuer covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 23. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 24. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

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Section 25. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 26. Effective Date

This resolution takes effect upon its adoption and approval in the manner provided by law.

Adopted: September 15, 2020

Approved: September ___, 2020

_____
Mayor

_____
Clerk

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EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("**DTC**"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF DE PERE

Registered

No. R-___ $_____

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020A

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	September 1, 20__	October 14, 2020	241361 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF DE PERE, WISCONSIN (herein called the "**Issuer**"), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is payable semiannually on March 1 and September 1, beginning on March 1, 2021, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the "**Obligations**") of the Issuer of an aggregate principal amount of $8,340,000, all of like tenor, except as to denomination, interest rate, and maturity date, issued by the Issuer pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on September 15, 2020, entitled: "A Resolution Authorizing and Providing for the Sale and Issuance of $8,340,000 General Obligation Promissory Notes, Series 2020A, and All Related Details" (the "**Resolution**"). The Obligations are issuable only in the form of fully registered notes.

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On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a "**Depository**"), or in the name of the Depository's nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a "**Book-Entry System**"). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect by Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the "**Fiscal Agent**"), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent on each interest payment date, by wire or other electronic money transfer or, by check of the Fiscal Agent sent by first class mail to the person or entity in whose name this Obligation is registered on the register (the "**Register**") maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the "**Record Date**"). The Issuer and the Fiscal Agent may treat the person or entity in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrepealable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on and after September 1, 2028 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 2027 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of $5,000 as set forth below.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the

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surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

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Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the County or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the County will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF DE PERE, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

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Certificate of Authentication

Dated: October ____, 2020

This Obligation is one of the Obligations described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

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ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Obligation.

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EXHIBIT B

NOTICE TO THE ELECTORS OF THE CITY OF DE PERE, WISCONSIN RELATING TO NOTE SALE

On September 15, 2020, pursuant to Section 67.12(12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of De Pere, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation promissory notes in the principal amount of $8,340,000. It is anticipated that the closing of this note financing will be held on or about October 14, 2020. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 335 South Broadway Street, De Pere, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Publication Date: September ____, 2020

/s/ Carey E. Danen
City Clerk

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CERTIFICATIONS OF CLERK

I, Carey E. Danen, certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the "**Municipality**"), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the "**Governing Body**"), and that attached to this certificate is a true, correct, and complete copy of the resolution (the "**Resolution**") entitled:

A Resolution Authorizing and Providing for the Sale and Issuance of $8,340,000 General Obligation Promissory Notes, Series 2020A and All Related Details

I further certify as follows:

1. **Meeting Date**. On September 15, 2020, a meeting of the Governing Body was held beginning at _____ p.m.

2. **Posting**. On September ____, 2020 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality's offices in De Pere, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.

3. **Notification of Media**. On September ____, 2020 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality. The communication specifically referred to the Resolution.

4. **Open Meeting Law Compliance**. The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present**. The meeting was duly called to order by the Mayor (the "**Presiding Officer**"), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

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7. **Adoption of Resolution**. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on September ____, 2020, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice**. I have caused the Notice to Electors, in the form of Exhibit B to the Resolution, to be published in the place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate on September _____, 2020.

_____
Clerk

[SEAL]

Attachment: Reso20-99 (9988 : Reso #20-99 A Resolution Authorizing General Obligation Promissory)

City of De Pere

Final Pricing Summary
September 15, 2020

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Attachment: PB - $8.34 DePere Cy GOPNs 2020A (9988 : Reso #20-99 A Resolution Authorizing General

City of De Pere

BAIRD

Issue Summary		
Description:	General Obligation Promissory Notes, Series 2020A	Taxable General Obligation Prmoissory Notes, Series 20
Amount:	$8,340,000	$2,670,0
Dated & Settlement Date:	October 14, 2020	October 14, 2
Maturities:	September 1, 2021 - 2030	September 1, 2021 - 2
First Interest Payment:	March 1, 2021	March 1, 2
First Call Date:	September 1, 2027	September 1, 2
Rating:	Aa2	
True Interest Cost:	0.97%	1.2
Refunded Issue		
Dated Date:		September 20, 2
Refunded Maturities:		December 1, 2022 - 2
Total Savings (After Costs):		$165,9
Present Value Savings [(1)]:		$144,7
Savings As a Percentage of Refunded Debt:		8.1

(1) Present value calculated using the All Inclusive Cost (AIC) of 1.37% as the discount rate

Attachment: PB - $8.34 DePere Cy GOPNs 2020A (9988 : Reso #20-99 A Resolution Authorizing General

City of De Pere

Illustration of Refinancing

Calendar Year	BEFORE REFINANCING: $2,850,000 Taxable G.O. Comm. Develop. Bonds, Series 2012B Dated September 20, 2012 PRINCIPAL (12/1)	RATE	INTEREST (6/1 & 12/1)	TOTAL DEBT SERVICE	AFTER REFINANCING: $2,850,000 Taxable G.O. Comm. Develop. Bonds, Series 2012B Dated September 20, 2012 PRINCIPAL (12/1)	INTEREST (6/1 & 12/1)	$1,860,000 Taxable G.O. Promissory Notes, Series 2020B (AR Portion) Dated October 14, 2020 PRINCIPAL (9/1)	INTEREST (3/1 & 9/1) TIC= 1.23%	TOTAL	TOTAL NEW DEBT SERVICE	DEBT SERVICE SAVINGS
2020	$165,000	2.100%	$63,965	$228,965	$165,000	$35,670				$200,670	***$28,295***
2021	$170,000	2.300%	$60,500	$230,500	$170,000	$3,910	$30,000	$14,756	$44,756	$218,666	***$11,834***
2022	***$175,000***	2.500%	$56,590	$231,590	***		$205,000	$16,653	$221,653	$221,653	***$9,938***
2023	***$185,000***	2.700%	$52,215	$237,215	***		$210,000	$15,730	$225,730	$225,730	***$11,485***
2024	***$190,000***	2.850%	$47,220	$237,220	***		$215,000	$14,575	$229,575	$229,575	***$7,645***
2025	***$195,000***	3.050%	$41,805	$236,805	***		$210,000	$13,178	$223,178	$223,178	***$13,628***
2026	***$210,000***	3.050%	$35,858	$245,858	***		$225,000	$11,603	$236,603	$236,603	***$9,255***
2027	***$215,000***	3.300%	$29,453	$244,453	***		$225,000	$9,578	$234,578	$234,578	***$9,875***
2028	***$230,000***	3.600%	$22,358	$252,358	***		$230,000	$7,215	$237,215	$237,215	***$15,143***
2029	***$235,000***	3.750%	$14,078	$249,078	***		$235,000	$4,340	$239,340	$239,340	***$9,738***
2030	***$85,000***	3.900%	$5,265	$90,265	***		$75,000	$1,050	$76,050	$76,050	***$14,215***
2031	***$50,000***	3.900%	$1,950	$51,950	***					$0	***$51,950***
	$2,105,000		$431,255	$2,536,255	$335,000	$39,580	$1,860,000	$108,676	$1,968,676	$2,343,256	***$192,999***
	TID #8, TID #9, & TID #10 Supported				*TID #8, TID #9, & TID #10 Supported*		*TID #8, TID #9, & TID #10 Supported*				

Maturities callable 12/1/2021 or any date thereafter.

	CALLABLE MATURITIES
X.XXX%	*TERM BONDS*

*** *REFINANCED WITH 2020 ISSUE.*

LESS: CASH ON HAND IN PRIOR D/S FUND	***($28,295)***
ROUNDING	***$1,278***
GROSS SAVINGS	***$165,982***
(1) *PRESENT VALUE SAVINGS $*	***$144,746***
PRESENT VALUE SAVINGS %	***8.178%***

(1) Present value calculated using the All Inclusive Cost (AIC) of 1.37% as the discount rate.

Attachment: PB - $8.34 DePere Cy GOPNs 2020A (9988 : Reso #20-99 A Resolution Authorizing General Obligation Promissory)

City of De Pere
GENERAL OBLIGATION FINANCING PLAN

LEVY YEAR	YEAR DUE	EXISTING DEBT SERVICE (CITY PORTION) (A)	EXISTING DEBT SERVICE (TID #7 PORTION) (A)	EXISTING DEBT SERVICE (TID #9 PORTION) (A) (B)	EXISTING DEBT SERVICE (TID #11 PORTION) (A)	EXISTING DEBT SERVICE (TID #14 PORTION) (C)	**2020 BORROWINGS** $8,340,000 G.O. PROMISSORY NOTES, SERIES 2020A *Dated October 14, 2020* *(First interest 3/1/21)*								
							City TOTAL (D)	TID #7 TOTAL (D)	TID #9 TOTAL (D)	TID #11 TOTAL (D)	PRINCIPAL *(9/1)*	INTEREST *(3/1 & 9/1)* *TIC = 0.97%*	LESS: BID PREMIUM	TOTAL	YEAR DUE
2019	2020	$3,087,911	$200,220	$105,582	$130,838	$0									2020
2020	2021	$2,912,325	$189,223	$103,333	$124,838	$0	$745,000	$25,000	$0	$110,000	$880,000	$123,938	($123,938)	$880,000	2021
2021	2022	$2,841,884	$192,969	$106,244	$126,895	$82,088	$744,787	$22,102	$99	$108,688	$830,000	$123,150	($77,473)	$875,677	2022
2022	2023	$2,660,861	$183,860	$109,648	$124,488	$85,738	$745,250	$22,750	$450	$108,100	$770,000	$106,550		$876,550	2023
2023	2024	$2,577,893	$149,760	$77,523	$121,338	$84,243	$747,150	$22,350	$450	$106,200	$785,000	$91,150		$876,150	2024
2024	2025	$2,460,335	$146,760	$76,565	$127,388	$82,715	$748,750	$21,950	$5,450	$109,300	$810,000	$75,450		$885,450	2025
2025	2026	$2,017,360	$118,625	$75,390	$127,988	$86,155	$745,050	$21,550	$5,350	$107,300	$820,000	$59,250		$879,250	2026
2026	2027	$1,622,689	$10,900	$74,140	$123,388	$194,440	$746,150	$21,150	$5,250	$110,300	$840,000	$42,850		$882,850	2027
2027	2028	$1,048,700	$10,600	$73,015	$125,088	$194,940	$746,950	$25,750	$5,150	$108,200	$860,000	$26,050		$886,050	2028
2028	2029	$422,300	$10,300	$71,790	$126,638	$195,130	$744,700	$25,500	$5,100	$107,150	$865,000	$17,450		$882,450	2029
2029	2030			$35,490	$23,038		$747,400	$25,250	$5,050	$111,100	$880,000	$8,800		$888,800	2030
2030	2031				$27,438										2031
2031	2032				$26,625										2032
2032	2033				$25,813										2033
		$21,652,258	$1,213,217	$908,719	$1,361,795	$1,005,448	$7,461,187	$233,352	$32,349	$1,086,338	$8,340,000	$674,638	($201,411)	$8,813,227	

(A) Net of bid premium from the 2019A G.O. Promissory Notes.
(B) Net of savings from the current refunding portion of the Series 2020B Taxable G.O. Promissory Notes.
(C) Net of capitalized interest from the 2019B G.O. Promissory Notes.
(D) Net of bid premium.

Attachment: PB - $8.34 DePere Cy GOPNs 2020A (9988 : Reso #20-99 A Resolution Authorizing General Obligation Promissory)

City of De Pere
GENERAL OBLIGATION FINANCING PLAN

2020 BORROWINGS

$810,000

TAXABLE G.O. PROMISSORY NOTES, SERIES 2020B (NEW MONEY PORTION) *Dated October 14, 2020*

YEAR DUE	TID #11 TOTAL	TID #14 TOTAL	*(First interest 3/1/21)* PRINCIPAL *(9/1)*	INTEREST *(3/1 & 9/1) TIC = 1.27%*	TOTAL	COMBINED NET DEBT SERVICE (CITY)	COMBINED NET DEBT SERVICE (TID #7)	COMBINED NET DEBT SERVICE (TID #9)	COMBINED NET DEBT SERVICE (TID #11)	COMBINED NET DEBT SERVICE (TID #14)	YEAR DUE
2020						$3,087,911	$200,220	$105,582	$130,838	$0	2020
2021	$16,136	$70,186	$80,000	$6,322	$86,322	$3,657,325	$214,223	$103,333	$250,973	$70,186	2021
2022	$11,238	$70,663	$75,000	$6,900	$81,900	$3,586,672	$215,071	$106,343	$246,820	$152,750	2022
2023	$16,193	$70,370	$80,000	$6,563	$86,563	$3,406,111	$206,610	$110,098	$248,780	$156,108	2023
2024	$16,110	$70,013	$80,000	$6,123	$86,123	$3,325,043	$172,110	$77,973	$243,648	$154,255	2024
2025	$16,013	$69,590	$80,000	$5,603	$85,603	$3,209,085	$168,710	$82,015	$252,700	$152,305	2025
2026	$15,900	$69,103	$80,000	$5,003	$85,003	$2,762,410	$140,175	$80,740	$251,188	$155,258	2026
2027	$15,765	$68,518	$80,000	$4,283	$84,283	$2,368,839	$32,050	$79,390	$249,453	$262,958	2027
2028	$15,608	$72,835	$85,000	$3,443	$88,443	$1,795,650	$36,350	$78,165	$248,895	$267,775	2028
2029	$15,420	$71,960	$85,000	$2,380	$87,380	$1,167,000	$35,800	$76,890	$249,208	$267,090	2029
2030	$15,210	$70,980	$85,000	$1,190	$86,190	$747,400	$25,250	$40,540	$149,348	$70,980	2030
2031									$27,438		2031
2032									$26,625		2032
2033									$25,813		2033
	$153,591	$704,216	$810,000	$47,807	$857,807	$29,113,445	$1,446,569	$941,068	$2,601,724	$1,709,664	

Attachment: PB - $8.34 DePere Cy GOPNs 2020A (9988 : Reso #20-99 A Resolution Authorizing General Obligation Promissory)

MOODY'S INVESTORS SERVICE

CREDIT OPINION
10 September 2020

Rate this Research

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De Pere (City of) WI

Update to credit analysis

Summary

De Pere (Aa2) has a strong fund balance, but the cash position is materially lower due to interfund advances to enterprise and tax increment district (TID) funds. Liquidity is expected to be restored over the next few years as the enterprise advances will be repaid following upcoming rate increases, though the TID repayment is dependent on development activity and will occur over a longer time horizon. Its revenue structure insulates it from near-term economic declines related to the coronavirus as property taxes are the dominant revenue source, however its revenue raising flexibility is limited due to state imposed levy limits. The tax base has experienced steady growth in recent years and resident income is above average. Fixed costs are elevated because debt repayment is rapid, and the pension burden is moderate.

We regard the coronavirus outbreak as a social risk under our ESG framework, given the substantial implications for public health and safety. We do not see any material immediate credit risks for De Pere. However, the situation surrounding coronavirus is rapidly evolving and the longer term impact will depend on both the severity and duration of the crisis. If our view of the credit quality of the city changes, we will update our opinion at that time.

Credit strengths

» Moderately-sized tax base with solid resident income levels

» Solid financial position

Credit challenges

» High fixed costs

» Limited revenue-raising flexibility because of state imposed levy limits

Rating outlook

Outlooks are typically not assigned to issuers with this amount of debt.

Factors that could lead to an upgrade

» Significant tax base expansion or strengthening of resident income levels

» Moderation of fixed costs

Factors that could lead to a downgrade

» Increase in the debt or pension burden

Attachment: PB - $8.34 DePere Cy GOPNs 2020A (9988 : Reso #20-99 A Resolution Authorizing General Obligation Promissory)

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» Significant narrowing of operating reserves

» Failure to restore governmental cash as projected due to delayed repayment of interfund advances or additional general fund support of enterprises

Key indicators

Exhibit 1

De Pere (City of) WI	2015	2016	2017	2018	2019 (unaudited)
Economy/Tax Base					
Total Full Value ($000)	$1,898,625	$1,935,470	$2,030,691	$2,117,616	$2,209,815
Population	24,366	24,544	24,695	24,836	24,742
Full Value Per Capita	$77,921	$78,857	$82,231	$85,264	$89,314
Median Family Income (% of US Median)	115.3%	117.4%	114.8%	111.2%	111.2%
Finances					
Operating Revenue ($000)	$22,083	$22,058	$22,250	$22,965	$25,507
Fund Balance ($000)	$5,346	$6,404	$7,335	$7,945	$10,102
Cash Balance ($000)	$6,335	$6,531	$7,028	$6,814	$6,200
Fund Balance as a % of Revenues	24.2%	29.0%	33.0%	34.6%	39.6%
Cash Balance as a % of Revenues	28.7%	29.6%	31.6%	29.7%	24.3%
Debt/Pensions					
Net Direct Debt ($000)	$33,249	$33,376	$32,595	$34,776	$36,371
3-Year Average of Moody's ANPL ($000)	$17,383	$25,403	$28,800	$32,015	$33,697
Net Direct Debt / Full Value (%)	1.8%	1.7%	1.6%	1.6%	1.6%
Net Direct Debt / Operating Revenues (x)	1.5x	1.5x	1.5x	1.5x	1.4x
Moody's - adjusted Net Pension Liability (3-yr average) to Full Value (%)	0.9%	1.3%	1.4%	1.5%	1.5%
Moody's - adjusted Net Pension Liability (3-yr average) to Revenues (x)	0.8x	1.2x	1.3x	1.4x	1.3x

The above table includes fiscal 2019 estimates based on the city's draft audit.
Sources: Moody's Investors Service, the city's audited financial statements, US Census Bureau

Profile

The City of De Pere encompasses 12 square miles in Brown County (Aaa stable), just south of the City of Green Bay (Aa3). It provides a full range of municipal services, including police, fire and water, to approximately 24,595 residents.

Detailed credit considerations

Economy and tax base: growing tax base near Green Bay

We expect the local economy will prove resilent as it is not materially reliant on tourism, healthcare or international trade. Residents benefit from employment opportunities throughout Brown County and in nearby Green Bay. Locally, the largest employers include Humana Inc. (health insurance, Baa3 stable, 2,700 employees), Belmark Inc. (labeling, 900 employees) and R.R. Donnelley & Sons Comany (commercial printing, 900 employees).

De Pere's $2.4 billion tax base is primarily residential (68% of equalized value), which we expect will decline more moderately than in the last recession. Commercial property, which will experience the most severe impacts stemming from the pandemic, comprises 23% of the tax base. Favorably, taxpayer concentration is very modest with the top ten taxpayers accounting for only 6.5% of assessed value. Historically, the presence of St. Norbert College, a liberal arts school that enrolls approximately 2,200 students and serves as one of the city's top employers (450 employees), has been a stabilizing factor in the local economy. However, the higher education sector is facing a rapidly changing business environment with significant downside risks as a result of the coronavirus outbreak. The tax

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Attachment: PB - $8.34 DePere Cy GOPNs 2020A (9988 : Reso #20-99 A Resolution Authorizing General Obligation Promissory)

base averaged solid annual growth of 4.5% over the last five years and development remains strong in both residential and commercial sectors, with building permits surpassing 2019 levels as of June 2020.

Financial operations and reserves: healthy financial position; growing interfund advances

The city's financial operations are expected to remain sound because of stable revenues while cash is expected to improve as interfund advances are repaid. The fiscal 2020 budget is balanced with no major variances reported to date. The city has been allocated $402,000 in coronavirus relief funding for unbudgeted eligible expenses and reports roughly $270,000 coronavirus-related expenses. Unaudited fiscal 2019 results reflect an available operating fund (general and debt service funds) balance of $10.1 million, or 39.6% of operating revenue, up from 34.6% in fiscal 2018.

Property taxes are the city's largest source of revenue, accounting for 47% of fiscal 2019 operating fund revenue, followed by state aid at 21%. Personal property taxes must be paid to the city treasurer in full by January 31, while real estate taxes are payable in full by January 31, or in two equal installments on or before January 31 and July 31. As a result, the city has collected the majority its 2020 tax revenue, which should insulate its financial position from near-term declines because of a coronavirus-related slowdown. Property tax revenue could decline in later years, however, if assessed values were to decline or delinquencies were to spike. The state has not cut municipal aid for fiscal 2020, however the city is assuming a 5% reduction as it prepares its 2021 budget. This reduction would translate to a modest revenue decline of $10,000, which could be easily absorbed into the city's budget.

Like many Wisconsin (Aa1 stable) municipalities, the city manages and finances development through TIDs, which could pose operating pressure if revenues were to fall short of projections. De Pere has twelve active TIDs with an estimated $1.6 million due to the general fund at the close of fiscal 2019, up slightly from $1.4 million in fiscal 2018. The borrowing has been to finance capital and infrastructure. Tax increment revenues have been sufficient to cover associated debt service and the city has not yet had to use general revenues to support TID debt, and we expect increments will strengthen as economic development continues.

The city has historically also advanced money to its enterprise funds, recording outstanding advances of $2.2 million from the water fund to the general fund in fiscal 2018. Estimates for fiscal 2019 indicate an aggregate $4.3 million due from both the water and wastewater funds. Management reports this is due to an outstanding application with the Wisconsin Public Service Commission for water rate increases. Repayment is expected to commence upon the enactment of the increases. Failure to repay the advance in a timely fashion or continued support for enterprise operations could create credit pressure.

Liquidity

The city closed fiscal 2018 with a net cash position of $6.8 million, or 29.7% of operating revenue. Fiscal 2019 cash is estimated at $6.2 million, or 24.3% of operating revenue due to an increase in interfund borrowing.

Debt and pensions: elevated fixed costs

Fixed costs will remain high given regular capital borrowing and rapid debt repayment, though overall leverage is moderate. De Pere is in the process of issuing $11 million of general obligation unlimited tax (GOULT) notes for capital projects and to refund a portion of outstanding debt. A portion of this debt will be supported by a voter-approved levy override for a new aquatic center. Following the sale, the city's net direct debt will be 1.9% of full value and 2.0x operating revenue. The city has no plans to issue additional GOULT debt at this time but anticipates borrowing $400,000 via a short-term note at a local bank for equipment purchases.

Fixed costs, inclusive of debt service and pension contributions, were a high 36.2% of operating revenue in fiscal 2018 and an estimated 37.5% of operating revenue in 2019.

Legal security

Debt service is secured by the city's GOULT pledge, which benefits from a designated property tax levy that is unlimited as to rate or amount.

Debt structure

All of the city's debt is fixed rate, consisting of $47.8 million GOULT debt. Amortization is rapid with 96.2% of principal retired within ten years.

Debt-related derivatives

The city has no exposure to any debt-related derivatives.

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Pensions and OPEB

De Pere participates in the Wisconsin Retirement System (WRS), a statewide cost-sharing plan. Contributions are determined using a level contribution actuarial method in an effort to keep employer and employee contribution rates at a level percentage of payroll over time, and are set at 100% of the plan's funding requirement. As a result, WRS remains one of the best-funded public employee retirement systems in the country, with statewide employer contributions to WRS in 2018 totaling 152.9% of the amount needed to tread water[1].

The city's three-year average adjusted net pension liability (ANPL) is $33.7 million, or 1.3x operating revenue and 1.5% of full value. Moody's ANPL reflects the use of a market-based discount rate to value pension liabilities rather than the assumed rate of investment return on plan assets. In comparison, the reported net pension liability (NPL), based on the plan's 7% discount rate, was $3.3 million in fiscal 2019.

De Pere's other post-employment benefits (OPEB) obligations do not pose a material credit risk. The OPEB liability reflects an implicit rate subsidy for retirees who pay to remain on the city's healthcare plan and life insurance benefits to eligible employees via the Local Retiree Life Insurance Fund (LRLIF), a multiple-employer defined benefit OPEB plan. These liabilities are funded on a pay-as-you-go basis, with contributions of $20,000 in fiscal 2019. The city's net OPEB liability at the close of fiscal 2019 was $1.2 million.

ESG considerations

Environmental

Environmental considerations are not material to this rating action. According to data from Moody's affiliate Four Twenty Seven, Brown County has relatively high exposure to extreme rainfall events compared to counties nationally but relatively low exposure to water or heat stress. The county maintains a comprehensive plan for mitigation, preparedness, response, and recovery in the event of disaster.

Social

The city's population has grown roughly 3.3% since the 2010 census. Median family income is above average, estimated at 111.2% of the nation. As of July 2020, Brown County's unemployment rate was 6.8%, below both the state (7.0%) and nation (10.5%). The current rates are elevated given the surge in unemployment claims related to coronavirus.

Governance

The city is governed by a mayor, city administrator, and an eight-member common council, all elected to staggered two-year terms. The city's formal fund balance policy is to maintain a minimum 25% of general fund expenditures, a level it currently exceeds.

Wisconsin cities have an Institutional Framework score of "A", which is moderate. The sector's major revenue source, property tax revenue, is subject to a cap that restricts cities from increasing their operating property tax levies except to capture amounts represented by net new construction growth. Revenues and expenditures tend to be predictable. Across the sector, fixed and mandated costs are generally high. Expenditures are somewhat flexible, as collective bargaining is allowed for public safety employees but is curbed for non-public safety employees. Many cities utilize tax increment districts to attract economic development, often issuing debt to fund initial infrastructure in undeveloped areas. While tax increment districts are ultimately expected to generate revenues sufficient to cover initial city outlay, cities are exposed to economic downturns which could halt development.

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Rating methodology and scorecard factors

The US Local Government General Obligation Debt methodology includes a scorecard, a tool providing a composite score of a local government's credit profile based on the weighted factors we consider most important, universal and measurable, as well as possible notching factors dependent on individual credit strengths and weaknesses. Its purpose is not to determine the final rating, but rather to provide a standard platform from which to analyze and compare local government credits.

Exhibit 2

De Pere (City of) WI

Scorecard Factors and Subfactors	Measure	Score
Economy/Tax Base (30%) [1]		
Tax Base Size: Full Value (in 000s)	$2,366,055	Aa
Full Value Per Capita	$95,629	Aa
Median Family Income (% of US Median)	111.2%	Aa
Finances (30%)		
Fund Balance as a % of Revenues	34.6%	Aaa
5-Year Dollar Change in Fund Balance as % of Revenues	11.4%	Aa
Cash Balance as a % of Revenues	29.7%	Aaa
5-Year Dollar Change in Cash Balance as % of Revenues	4.8%	A
Management (20%)		
Institutional Framework	A	A
Operating History: 5-Year Average of Operating Revenues / Operating Expenditures	1.0x	Baa
Debt and Pensions (20%)		
Net Direct Debt / Full Value (%)	1.9%	A
Net Direct Debt / Operating Revenues (x)	2.0x	A
3-Year Average of Moody's Adjusted Net Pension Liability / Full Value (%)	1.4%	Aa
3-Year Average of Moody's Adjusted Net Pension Liability / Operating Revenues (x)	1.4x	A
	Scorecard-Indicated Outcome	Aa3
	Assigned Rating	Aa2

[1] Economy measures are based on data from the most recent year available.
[2] Notching Factors are specifically defined in the US Local Government General Obligation Debt methodology.
[3] Standardized adjustments are outlined in the GO Methodology Scorecard Inputs publication.
Sources: Moody's Investors Service, the city's audited financial statements, US Census Bureau

Endnotes

1 Employer contributions that tread water equal the sum of current year service cost and interest on reported net pension liabilities at the start of the year, using reported actuarial assumptions. If plan assumptions are met exactly, contributions equal to the tread water indicator will prevent the reported net pension liabilities from growing. Net liabilities may decrease or increase in a given year because of factors other than the contribution amount, such as investment performance that exceeds or falls short of a plan's assumed rate of return.

Attachment: PB - $8.34 DePere Cy GOPNs 2020A (9988 : Reso #20-99 A Resolution Authorizing General Obligation Promissory)

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REPORT NUMBER 1243427

Attachment: PB - $8.34 DePere Cy GOPNs 2020A (9988 : Reso #20-99 A Resolution Authorizing General Obligation Promissory)

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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**Finance Department**
FROM:	**Joe Zegers**
SUBJECT:	**Resolution #20-100 A Resolution Authorizing and Providing for the Sale and Issuance of $2,657,000 Taxable General Obligation Promissory Notes, Series 2020B, and All Related Details.**

ATTACHMENTS:

- Reso20-100 (DOCX)

COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN

September 15, 2020 **Resolution No.:** 20-100

A Resolution Authorizing and Providing for the Sale and Issuance of $2,657,000 Taxable General Obligation Promissory Notes, Series 2020B, and All Related Details

RECITALS

The Common Council (the "**Governing Body**") of the City of De Pere, Wisconsin (the "**Issuer**") makes the following findings and determinations:

1. The Issuer is in need of funds to finance (i) grants in the form of development rebates relating to the Urban Battlefield Complex in the City's Tax Incremental Issuer No. 11 and the Irwin School property in the City's Tax Incremental Issuer No. 14 (collectively, the "**Project**"), and (ii) the advance refunding of the callable maturities of the City's $2,850,000 Taxable General Obligation Community Development Bonds, Series 2012B, dated September 20, 2012 (the "**Refunding**").

2. On August 18, 2020, the Governing Body adopted an initial resolution authorizing the issuance of general obligation promissory notes of the Issuer in the principal amount of approximately $2,675,000 for the purposes of the Project and the Refunding (the "**Initial Resolution**").

3. The Governing Body now wishes to borrow the funds needed for the Project and the Refunding by selling and issuing its $2,675,000 Taxable General Obligation Promissory Notes, Series 2020B (the "**Obligations**") pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes.

4. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

5. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Attachment: Reso20-100 (9989 : Reso #20-100 A Resolution Authorizing Taxable General Obligation Promissory Notes)

Section 1. Definitions.

In addition to the capitalized terms defined in the recitals above, capitalized terms not otherwise defined in this resolution shall have the meanings set forth below unless the context requires another meaning.

"**Book-Entry System**" means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Continuing Disclosure Agreement**" means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

"**Debt Service Fund**" means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

"**Debt Service Fund Account**" has the meaning given in Section 18.

"**Depository**" means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

"**DTC**" means The Depository Trust Company.

"**Escrow Account**" means the escrow account created under the Escrow Agreement.

"**Escrow Agent**" means Associated Trust Company, National Association.

"**Escrow Agreement**" means the escrow agreement to be entered into between the Issuer and the Escrow Agent to effect the Refunding.

"**Financial Officer**" means the Issuer's Treasurer.

"**Fiscal Agent**" means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

"**Governing Body**" has the meaning given in the recitals to this resolution.

"**Issuer**" has the meaning given in the recitals to this resolution.

"**Municipal Officers**" means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer's behalf.

Attachment: Reso20-100 (9989 : Reso #20-100 A Resolution Authorizing Taxable General Obligation Promissory Notes)

"**Obligations**" means the $2,675,000 City of De Pere, Wisconsin Taxable General Obligation Promissory Notes, Series 2020B, which are authorized to be issued pursuant to this resolution.

"**Original Issue Date**" means October 14, 2020.

"**Prior Bonds**" means the Issuer's $2,850,000 Taxable General Obligation Community Development Bonds, Series 2012B, dated September 20, 2012.

"**Project**" has the meaning given in the recitals to this resolution.

"**Purchase Agreement**" means the note purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations as described in Section 16.

"**Purchase Price**" means $_____, plus payment by the Purchaser on behalf of the Issuer of $_____ for the costs of issuing the Obligations.

"**Purchaser**" means Robert W. Baird & Co. Incorporated, or a group that it leads.

"**Record Date**" means the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations.

"**Recording Officer**" means the Issuer's Clerk.

"**Redemption Date**" means December 1, 2021.

"**Refunded Bonds**" means the callable maturities of the Prior Bonds.

"**Refunding**" has the meaning given in the recitals to this resolution.

"**Register**" means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

(i) The name and address of the registered owner of each Obligation.

(ii) All transfers of each Obligation.

"**Treasurer**" means the Issuer's Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

(i) *Exhibit A* — Form of Obligation.

(ii) *Exhibit B* — Notice to Electors of Sale.

Attachment: Reso20-100 (9989 : Reso #20-100 A Resolution Authorizing Taxable General Obligation Promissory Notes)

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation promissory notes of the Issuer in the aggregate principal amount of $2,675,000. The Obligations will be issued pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes to pay the costs of the Project and the Refunding and to pay certain expenses of issuing the Obligations (including printing costs and fees for financial consultants, bond counsel, fiscal agent, escrow agent, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named "City of De Pere, Wisconsin Taxable General Obligation Promissory Notes, Series 2020B." The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be $5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be payable semiannually on each March 1 and September 1, beginning on March 1, 2021, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The Issuer and the Fiscal Agent may treat the person or entity in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

Maturity Date (September 1)	Principal Amount	Interest Rate
2021	$110,000	.00%
2022	280,000	.00
2023	290,000	.00
2024	290,000	.00
2025	290,000	.00
2026	300,000	.00
2027	305,000	.00
2028	320,000	.00
2029	320,000	.00
2030	170,000	.00

To comply with statutory limitations on maximum maturity, the Issuer specifies that the Obligations are being issued to first pay and discharge the original debt represented by

Attachment: Reso20-100 (9989 : Reso #20-100 A Resolution Authorizing Taxable General Obligation Promissory Notes)

the Refunded Bonds. This means that the original debt represented by the Prior Bonds will be repaid within twenty years of the original date of such debt.

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Refunding of Refunded Bonds; Escrow Account.

To provide for the redemption of the Refunded Bonds on the Redemption Date, the Financial Officer is directed to transfer proceeds of the Obligations to the debt service fund account for the Prior Bonds. The transfers shall be made on or prior to the Redemption Date. The amounts transferred shall be sufficient, together with all other funds then on deposit in such debt service fund accounts, to pay the redemption price of the Refunded Bonds on the Redemption Date.

To provide for the payment of interest on the Refunded Bonds on and prior to the Redemption Date and the redemption of the Refunded Bonds on the Redemption Date, the Municipal Officers are directed to enter into the Escrow Agreement on the Issuer's behalf and to transfer to the Escrow Account the amounts necessary for this purpose. The amounts deposited in the Escrow Account shall be invested and disbursed in the manner described in the Escrow Agreement.

It is necessary to purchase investment securities to be held in the Escrow Account. The Issuer is directed to purchase, or cause to be purchased, appropriate securities to be held in the Escrow Account in the Issuer's name. The securities that are purchased shall be deposited in the Escrow Account and held pursuant to the terms of the Escrow Agreement and this resolution.

Section 6. Redemption of Refunded Bonds.

Subject to the delivery of the Obligations and the receipt of the Purchase Price for the Obligations from the Purchaser, the Issuer irrevocably directs that the principal amount of the Refunded Bonds be redeemed and paid in full in advance of their stated maturity dates on the Redemption Date. The appropriate officers of the Issuer are directed to instruct the fiscal agent for the Prior Bonds to take all actions required to call the Refunded Bonds for redemption on the Redemption Date, including giving notice in the manner required by the governing documents for the Prior Bonds. The Issuer ratifies and approves any action that has been taken prior to the date of this resolution in connection with the Refunding and the redemption of the Refunded Bonds.

Section 7. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Attachment: Reso20-100 (9989 : Reso #20-100 A Resolution Authorizing Taxable General Obligation Promissory Notes)

Section 8. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 9. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint a successor securities depository to maintain the Book-Entry System.

If on any date the Obligations are not being maintained in a Book-Entry System, then the Issuer will do the following:

(i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of $5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.

(ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 10. Redemption.

The Obligations maturing on and after September 1, 2028 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 2027 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of $5,000 in accordance with Sections 11 and 12 hereof.

Attachment: Reso20-100 (9989 : Reso #20-100 A Resolution Authorizing Taxable General Obligation Promissory Notes)

Section 11. Manner of Payment/Transfers/Redemption Notices Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

Section 12. Manner of Payment/Transfers/Redemption Notices *Not* Under Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

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Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

Section 13. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 14. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

Attachment: Reso20-100 (9989 : Reso #20-100 A Resolution Authorizing Taxable General Obligation Promissory Notes)

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 15. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all its terms.

Section 16. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price. The Issuer approves and accepts the Purchase Agreement. The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Purchase Agreement and this resolution. The Obligations shall be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price as required by this resolution.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

(i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations.

(ii) A transcript of the proceedings relating to the issuance of the Obligations.

(iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 17. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations on their maturity dates.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt

Attachment: Reso20-100 (9989 : Reso #20-100 A Resolution Authorizing Taxable General Obligation Promissory Notes)

service on the Obligations for such year. The tax for each year the levy is made will be in the following amounts:

Levy Year	Debt Service Amount Due in Following Year	Levy Year	Debt Service Amount Due in Following Year
2020	$_____	2025	$_____
2021	_____	2026	_____
2022	_____	2027	_____
2023	_____	2028	_____
2024	_____	2029	_____

Section 18. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the "**Debt Service Fund Account**"), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the date of delivery of the Obligations and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 19. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited and kept by the Treasurer in a separate fund as provided in Section 67.10 (3) of the Wisconsin Statutes. The fund shall be designated with both the name of the Obligations and the name Borrowed Money Fund (the "**Borrowed Money Fund**"). The Escrow Account will be deemed to be a portion of the Borrowed Money Fund for the Obligations for the purposes of Section 67.10 (3) of the Wisconsin Statutes. Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project and the Refunding, the costs of issuing the Obligations, and the costs of investing amounts in the Borrowed Money Fund, or (ii) transferred to the Debt Service Fund Account as provided by law.

Section 20. Official Statement.

The Issuer ratifies and approves the preliminary offering document prepared and distributed in connection with the sale of the Obligations, and the Issuer authorizes and directs the final version of such document (the "**Official Statement**") to be prepared prior to the

Attachment: Reso20-100 (9989 : Reso #20-100 A Resolution Authorizing Taxable General Obligation Promissory Notes)

issuance of the Obligations; *provided*, *however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 21. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer's official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 22. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

(i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.

(ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 23. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 24. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 25. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Attachment: Reso20-100 (9989 : Reso #20-100 A Resolution Authorizing Taxable General Obligation Promissory Notes)

Section 26. Effective Date

This resolution takes effect upon its adoption and approval in the manner provided by law.

Adopted: September 15, 2020

Approved: September ___, 2020

_____
Mayor

_____
Clerk

Attachment: Reso20-100 (9989 : Reso #20-100 A Resolution Authorizing Taxable General Obligation Promissory Notes)

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("**DTC**"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF DE PERE

Registered

No. R-___ $_____

TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020B

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	September 1, 20__	October 14, 2020	241361 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF DE PERE, WISCONSIN (herein called the "**Issuer**"), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is payable semiannually on March 1 and September 1, beginning on March 1, 2021, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the "**Obligations**") of the Issuer of an aggregate principal amount of $2,675,000, all of like tenor, except as to denomination, interest rate, and maturity date, issued by the Issuer pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on September 15, 2020, entitled: "A Resolution Authorizing and Providing for the Sale and Issuance of $2,675,000 Taxable General Obligation Promissory Notes, Series 2020B, and All Related Details" (the "**Resolution**"). The Obligations are issuable only in the form of fully registered notes.

Attachment: Reso20-100 (9989 : Reso #20-100 A Resolution Authorizing Taxable General Obligation Promissory Notes)

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a "**Depository**"), or in the name of the Depository's nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a "**Book-Entry System**"). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect by Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the "**Fiscal Agent**"), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent on each interest payment date, by wire or other electronic money transfer or, by check of the Fiscal Agent sent by first class mail to the person or entity in whose name this Obligation is registered on the register (the "**Register**") maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the "**Record Date**"). The Issuer and the Fiscal Agent may treat the person or entity in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrepealable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on and after September 1, 2028 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 2027 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of $5,000 as set forth below.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the

Attachment: Reso20-100 (9989 : Reso #20-100 A Resolution Authorizing Taxable General Obligation Promissory Notes)

surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Attachment: Reso20-100 (9989 : Reso #20-100 A Resolution Authorizing Taxable General Obligation Promissory Notes)

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the County or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the County will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF DE PERE, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

Attachment: Reso20-100 (9989 : Reso #20-100 A Resolution Authorizing Taxable General Obligation Promissory Notes)

Certificate of Authentication

Dated: October ____, 2020

This Obligation is one of the Obligations described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

Attachment: Reso20-100 (9989 : Reso #20-100 A Resolution Authorizing Taxable General Obligation Promissory Notes)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Obligation.

Attachment: Reso20-100 (9989 : Reso #20-100 A Resolution Authorizing Taxable General Obligation Promissory Notes)

EXHIBIT B

NOTICE TO THE ELECTORS OF THE
CITY OF DE PERE, WISCONSIN
RELATING TO NOTE SALE

On September 15, 2020, pursuant to Section 67.12(12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of De Pere, Wisconsin authorized the borrowing of money and entered into a contract to sell taxable general obligation promissory notes in the principal amount of $2,675,000. It is anticipated that the closing of this note financing will be held on or about October 14, 2020. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 335 South Broadway Street, De Pere, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Publication Date: September ____, 2020

/s/ Carey E. Danen
City Clerk

Attachment: Reso20-100 (9989 : Reso #20-100 A Resolution Authorizing Taxable General Obligation Promissory Notes)

CERTIFICATIONS OF CLERK

I, Carey E. Danen, certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the "**Municipality**"), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the "**Governing Body**"), and that attached to this certificate is a true, correct, and complete copy of the resolution (the "**Resolution**") entitled:

A Resolution Authorizing and Providing for the Sale and Issuance of $2,675,000 Taxable General Obligation Promissory Notes, Series 2020B and All Related Details

I further certify as follows:

1. **Meeting Date**. On September 15, 2020, a meeting of the Governing Body was held beginning at _____ p.m.

2. **Posting**. On September ____, 2020 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality's offices in De Pere, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.

3. **Notification of Media**. On September ____, 2020 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality. The communication specifically referred to the Resolution.

4. **Open Meeting Law Compliance**. The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present**. The meeting was duly called to order by the Mayor (the "**Presiding Officer**"), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

Attachment: Reso20-100 (9989 : Reso #20-100 A Resolution Authorizing Taxable General Obligation Promissory Notes)

7. **Adoption of Resolution**. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on September ____, 2020, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice**. I have caused the Notice to Electors, in the form of Exhibit B to the Resolution, to be published in the place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate on September _____, 2020.

_____
Clerk

[SEAL]

Attachment: Reso20-100 (9989 : Reso #20-100 A Resolution Authorizing Taxable General Obligation Promissory Notes)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Resolution #20-101 Authorizing Amendment to Boat Launch Fees.**

The Board of Park Commissioners, at the June 18, 2020 meeting, approved the recommended changes to the Brown County Boat Pass Agreement. The motion passed unanimously with a 7-0 vote.
The City of De Pere currently cooperates with other municipalities to offer a Brown County Boat Launch Pass. A person can purchase a boat launch pass that allows them to use all the public boat launches in Brown County. We have three boat launches (Bomier, Fox Point and Perkofski) that are included with the Brown County Season Pass. Municipal representatives have met to analyze the current rates and believe we should consider an increase.

Due to the timing of this, we were not able to generate a summary and recommendation for changes prior to the agenda packet going out. I have included a summary of boat launch fees from municipalities outside of Brown County.

Staff will provide a recommendation and summary at the Park Board meeting.

ATTACHMENTS:

- Reso20-101 (PDF)
- Copy of Boat Landing Fee Comparison_2020 (XLSX)
- 1989 Boat Landing Program History (PDF)

RESOLUTION #20-101

AUTHORIZING AMENDMENT TO BOAT LAUNCH FEES

WHEREAS**,** in February 1989, the City of Green Bay, the City of De Pere and Brown County agreed upon a uniform fee system for boat launching at public ramps within their borders, eliminating the need for multiple launch passes; and

WHEREAS, Brown County has approved an increase to the uniform boat launch fees, effective January 1, 2021, to raise a seasonal pass to $60, with a discounted rate of $50 for seniors 62 and older; a daily pass to $6 and a commercial pass to $75; and

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

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

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The following permit fees are applicable to boat ramp user permits issued in the City of De Pere as of January 1, 2021:

	Current	New
Annual Permit	$35	$60
Annual Permit (Seniors 62 and older)	$30	$50
Commercial Permit	n/a	$75
Daily Permit	$5	$6
Additional Vehicle	$5 for each additional vehicle	no change

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.

Attachment: Reso20-101 (9966 : Resolution #20-101 Authorizing Amendment to Boat Launch Fees.)

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of September, 2020.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso20-101 (9966 : Resolution #20-101 Authorizing Amendment to Boat Launch Fees.)

2020 Annual and Daily Boat

Location:	# of launches	Daily	Annual	Senior Annual
Brown Co	8	$ 5	$ 35	$ 30
Geano Beach	1		$ 50	
Oconto Co	13	$ 5	$ 30	
City of Shawano*	9		$ 25	$ 20
Door Co	7	$ 7	40-55	
Kewaunee Co	1	$ 8	60-80	
Kewaunee Co	1	$ 8	45-65	
Winnebago Co*	8	$ 7	$ 35	$ 30
Lake Winnebago launches*			$ 50	
Marinette	4	$ 3	$ 25	
Manitowoc Marina	1	$ 6	$ 60	
Milwaukee Co	4	6.75-15.50	64.50-155	55-105
Waukesha Co*	4	$7-9	$ 90	
City of Racine	1	$8-18	65-145	
Racine Co	2	$7-11	$65-115	
Huron MI (out of state comp)			$ 75	
Dane Co*	7	$ 8	$40-50	$ 21

*Comparisons not equal due to Great Lakes Access in Brown Co

Attachment: Copy of Boat Landing Fee Comparison_2020 (9966 : Resolution #20-101 Authorizing Amendment to Boat Launch Fees.)

t Launch Fee Comparison

Commercial Fee	2nd sticker	Notes
$ 60	$ 5	$30 senior 62+
		private/one launch lane
		Primarily inland lakes
	$ 30	resident and non
		Lake Michgan pass (Algoma) resident and non
		Lake Michigan pass (kewaunee)resident and non
		non resident $45
		based on boat size, 8 diff. fee schedules
		8 diff. fee schedules
		access to Lake Erie (comparable fishery)
		resident and non

Attachment: Copy of Boat Landing Fee Comparison_2020 (9966 : Resolution #20-101 Authorizing Amendment to Boat Launch Fees.)

EXECUTIVE OFFICE

THOMAS D. CUEN
COUNTY EXECUTIVE

Brown County

305 EAST WALNUT, P. O. BOX 1600 • GREEN BAY, WISCONSIN 54305-5600
PHONE (414) 436-3355

January 17, 1989

COPY FOR YOUR INFORMATION

Chairman Van Dreel and Members of the
Education and Recreation Committee

RE: Boat Launch Fees

Gentlemen:

Prior to the Holidays, a meeting was held with Mayor Halloin, and Chet Miller of Green Bay, Mayor Nusbaum of De Pere, Pat Vaile of Brown County Planning, Bob Sheedy and myself to discuss the possibility of implementing a uniform boat launch fee system for those governmental entities. We were able to arrive at a consensus and put forth a proposal which has already been accepted by Green Bay and in concept by De Pere with their formal consideration on February 2nd. The proposal for your consideration is summarized as follows:

1) Annual fees will be $20.00 or a daily fee of $3.00. There will be no distinction between resident and non-resident fees.

2) Revenue generated from the sale of season stickers will be distributed as follows: Brown County 70%, City of Green Bay 25%, and City of De Pere 5%.

3) All daily fee revenue will be retained by the launch site owner.

4) Annual stickers will be sold by all three entities and at other appropriate sites.

5) Persons who use multiple vehicles will be allowed to purchase one additional season sticker for ~~$5.00~~ $3.00 (persons wishing to do this must purchase the additional sticker at the Brown County Treasurer's Office and must furnish proof of vehicle ownership. Both vehicles must be registered to the same address.

6) Each governmental entity will patrol their own launch site(s).

Attachment: 1989 Boat Landing Program History (9966 : Resolution #20-101 Authorizing Amendment to Boat Launch Fees.)

7) All ordinances, fines, forfeitures will be the same and revenue from such will be retained by each entity.

8) All expenses associated with implementation of this system shall be deducted from the revenue of sticker sales (ie. cost of stickers, daily envelopes, money containers, signs).

9) During 1989 a comprehensive survey will be done to determine actual usage of each ramp, the intent is to develop accurate statistics to be used for allocating season sticker revenue for the following year.

Should you have any questions or concerns that you wish to discuss prior to your meeting, please do not hesitate to contact Bob Sheedy or myself.

Sincerely,

Thomas D. Cuene
Brown County Executive

c.c. Chet Miller, Green Bay Park Director
Bob Sheedy, Brown County Park Director
Jerold Perkofski, De Pere Park Director

TDC:cld

Attachment: 1989 Boat Landing Program History (9966 : Resolution #20-101 Authorizing Amendment to Boat Launch Fees.)

February 15, 1989

RESOLUTION ESTABLISHING A UNIFORM
BOAT LAUNCH FEE SYSTEM FOR BROWN COUNTY

WHEREAS, Brown County is desirous of establishing a uniform fee system for boat launching at public ramps within its borders, and

WHEREAS, establishment of such a system would be in the best interest of the boating public by eliminating the need for multiple launch passes, and

WHEREAS, the City of Green Bay, City of De Pere and Brown County have reached a consensus on implementation of such a system.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors does hereby grant approval of a uniform fee system for boat launching and authorizes the appropriate County officials to take the necessary action required to implement such a proposal as outlined in attachment A of this resolution.

Approved By:

COUNTY EXECUTIVE

Dated 2/17, 1989

Respectfully submitted,

EDUCATION & RECREATION COMMITTEE

Final draft approved by Corporation Counsel

96

Attachment: 1989 Boat Landing Program History (9966 : Resolution #20-101 Authorizing Amendment to Boat Launch Fees.)

RESOLUTION ESTABLISHING A UNIFORM BOAT LAUNCH FEE SYSTEM FOR BROWN COUNTY

ATTACHMENT A

1) Annual fees will be $20.00 or a daily fee of $3.00. There will be no distinction between resident and non-resident fees.

2) Revenue generated from the sale of season stickers will be distributed as follows: Brown County 70%, City of Green Bay 25%, and City of De Pere 5%.

3) All daily fee revenue will be retained by the launch site owner.

4) Annual stickers will be sold by all three entities and at other appropriate sites.

5) Persons who use multiple vehicles will be allowed to purchase one additional season sticker for $3.00 (persons wishing to do this must purchase the additional sticker at the Brown County Treasurer's Office and must furnish proof of vehicle ownership. Both vehicles must be registered to the same address.

6) Each governmental entity will patrol their own launch site(s).

7) All ordinances, fines and forfeitures will be consistent and revenue from such will be retained by each entity.

8) All expenses associated with implementation of this system shall be deducted from the revenue of annual sticker sales (ie. cost of stickers, daily envelopes, money containers, signs) with the balance of the proceeds being returned for use on projects related to the launch sites.

9) During 1989 a comprehensive survey will be done to determine actual usage of each ramp, the intent is to develop accurate statistics to be used for allocating season sticker revenue for the following year.

Attachment: 1989 Boat Landing Program History (9966 : Resolution #20-101 Authorizing Amendment to Boat Launch Fees.)

9(c)

City of De Pere
Wisconsin

City Hall
335 South Broadway
De Pere, Wisconsin 54115-2593

Municipal Service Cent
925 South Sixth Stre
De Pere, Wisconsin 54115-11

January 9, 1989

JAN 10 1989

Thomas Cuene, Executive
Brown County
5th Floor, Northern Building
305 East Walnut Street
Green Bay, WI 54301

Re: Uniform Launch Fee and Procedures Within Brown County

Dear Mr. Cuene:

At their regular scheduled Park Board meeting of January 5, 1989 the Board approved the concept of developing a uniform launch fee and procedures within Brown County. It was the Board's understanding that the concept should be established by February of 1989 so other governmental bodies within Brown County will be aware of the City of De Pere's action, so they may proceed with developing a uniform system. The details of developing a uniform system will be discussed in more detail at our February 2, 1989 Park Board meeting, so I would like to meet with you so we may discuss some of these items in more detail.

The information we received was from Mayor Nancy Nusbaum after she attended a meeting on December 12, 1988 with you and other individuals from Brown County and the City of Green Bay. I would like to list the various items that were discussed and the understanding I have of these items.

1) City of De Pere will establish a launch fee system for the boating season of 1989.

2) City of De Pere will charge an annual fee of $20, and a daily fee of $3. There will be no distinction between resident and non-resident.

3) Annual fees will be based on a common sticker which will be sold at various locations (it will be discussed in more detail at a later date) throughout Brown County.

   a) Fees collected from this annual sticker will be distributed with De Pere receiving 5%, Green Bay

Attachment: 1989 Boat Landing Program History (9966 : Resolution #20-101 Authorizing Amendment to Boat Launch Fees.)

receiving 25%, and Brown County 70%. These percentages will be determined after all administrative costs have been deducted.

4) Daily fees will be collected and retained by individual governmental bodies.

5) City of De Pere will be responsible for purchasing a collection box, an informational sign at the launch location, and daily launch fee envelopes. The annual stickers will be funded from the administrative costs of the annual launch fee program.

6) It is also my understanding that the patrolling of the De Pere launch site was discussed by you and Mayor Nancy Nusbaum and there was some indication that Brown County may be interested in fulfilling this function.

I realize there are several other details that will have to be worked out, but I feel these should be discussed once we meet so we may iron out the various aspects of developing a uniform launch fee and procedures throughout Brown County.

I would appreciate if we would be able to meet in the near future so I may have additional information prior to my February 2, 1989 Park Board meeting, at which I plan to discuss the launching fees in more detail.

Sincerely,

Jerold Perkofski
Director of Parks, Recreation & Forestry

JP:pm

cc: Mayor Nancy Nusbaum
Chet Miller
Bob Sheedy

Attachment: 1989 Boat Landing Program History (9966 : Resolution #20-101 Authorizing Amendment to Boat Launch Fees.)

October 20, 1999

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies & Gentlemen:

RESOLUTION INCREASING THE UNIFORM BOAT LAUNCH FEE FOR BROWN COUNTY

WHEREAS, in February, 1989, the City of Green Bay, the City of DePere, and Brown County implemented a uniform fee system for boat launching at public ramps within their borders, eliminating the need for multiple launch passes; and

WHEREAS, the annual boat launch fee established by DePere, Green Bay and Brown County in February, 1989 was $20.00; and

WHEREAS, this system has worked well for the past 10 years for boaters in Brown County, Green Bay and DePere, and now the three communities recommend that the annual fee be increased to $30.00.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that it hereby approves and does hereby increase the annual boat launch fee for the County from $20 to $30, to go into effect for the year 2000 season.

Respectfully submitted,

EDUCATION & RECREATION
COMMITTEE

Approved by:

Nancy J. Nusbaum
COUNTY EXECUTIVE
Date Signed: 11/3/99
Final Draft Approved by Corporation Counsel

RECEIVED
NOV - 8 1999
BROWN COUNTY
PARK DEPARTMENT

10b

Attachment: 1989 Boat Landing Program History (9966 : Resolution #20-101 Authorizing Amendment to Boat Launch Fees.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**Health Department**
FROM:	**Deborah Armbruster**
SUBJECT:	**Resolution #20-102 Authorizing Amendment to Division of Public Health DPH Contract #43561-3.**

The Finance-Personnel Committee voted unanimously to recommend approval at its September 8, 2020 meeting.

ATTACHMENTS:

- Reso20-102 (DOCX)
- Grant Agreement Modification betweeen DHS and De Pere DPH (PDF)

RESOLUTION #20-102

AUTHORIZING AMENDMENT TO DIVISION OF PUBLIC HEALTH
DPH CONTRACT #43561-3

WHEREAS, the Health Department and the State of Wisconsin Department of Health Services are parties to the 2020 Division of Public Health (DPH) Consolidated Contract #43561-3; and

WHEREAS, the Health Department would like to amend the original contract to include preparedness funds which have been made available to local health departments for moving local public health emergency preparedness efforts forward in Wisconsin; and

WHEREAS, acceptance of such funds ($34,412) requires the approval and execution of Consolidated Contract #43561-3 Contract Agreement Amendment, attached as Exhibit A.

WHEREAS, the Finance/Personnel Committee has reviewed such Amendment and recommends its 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 2020 DPH Consolidated Contract (#43561-3) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of September, 2020.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____

Attachment: Reso20-102 (9991 : Resolution #20-102 Authorizing Amendment to Division of Public Health DPH Contract #43561-3)

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Wisconsin Department of Health Services
Contract Centralization Legal Review

Agreement Number: **43561-3**

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 and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

DocuSigned by:
Cody Wagner
31F480248CEC464...

Name: Cody Wagner
Title: Office of Legal Counsel

8/26/2020
Date Signed

Attachment: Grant Agreement Modification between DHS and De Pere DPH (9991 : Resolution #20-102 Authorizing Amendment to Division of

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GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
DEPERE DPH
for
2020 DPH Consolidated Contract

DPH Contract No.: 43561-3
Agreement Amount: $34,412
Agreement Term Period: 10/1/2019 to 9/31/2021
CARS Pre-Packet No: 16694

DHS Division: **Division of Public Health**
DHS Grant Administrator: **Chuck Warzecha**
DHS Telephone: **608-266-9780**
DHS Email: Charles.Warzecha@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Debbie Armbruster
Grantee Address: 335 S BROADWAY, DE PERE, WI, 54115
Grantee Email: darmbruster@mail.de-pere.org

Modification Description: We are adding funding for Preparedness (Profile 155015). Please see attached Scope of Work. Final reports are due 45 days from the end of the designated contract period for the 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**		**Grantee** Entity Name:	
Authorized Representative		Authorized Representative	
Name:		Name:	Deborah Armbruster
Title:		Title:	Health Director/Officer
Signature:		Signature:	
Date:		Date:	

Attachment: Grant Agreement Modification between DHS and De Pere DPH (9991 : Resolution #20-102 Authorizing Amendment to Division of

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.

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Attachment: Grant Agreement Modification between DHS and De Pere DPH (9991 : Resolution #20-102 Authorizing Amendment to Division of

DHS CARS STAFF INTERNAL USE ONLY

CARS PAYMENT INFORMATION

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

Agency #:	Agency Name:	Agency Type:	CARS Contract Start Date	CARS Contract End Date	Program Total Contract:
472779	**DEPERE DPH**	**160**	**7/1/2020**	**6/30/2021**	**$34,412**

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155015	BIOT FOCUS A PLANNING		-	$34,412	$34,412	N/A
-	-		-	-	-	
-	-		-	-	-	
-	-		-	-	-	
					$34,412	

Attachment: Grant Agreement Modification between DHS and De Pere DPH (9991 : Resolution #20-102

FEDERAL AWARD INFORMATION

DHS Profile Number	155015
FAIN	NU90TP922055
Federal Award Date	6/23/2020
Sub-award period of Performance Start Date	7/1/2020
Sub-award period of Performance End Date	6/30/2021
Amount of Federal Funds obligated (committed) by this action	$34,412
Total Amount of Federal Funds obligated (committed)	$34,412
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)	DHHS - CDC
DHS Awarding Official Name	Julie A. Willems Van Dijk
DHS Awarding Official Contact Information	**608-266-9622**
CFDA Number	93.069
CFDA Name	Public Health Emergency Preparedness
Total made available under each Federal award at the time of disbursement	$11,399,787
R&D?	No
Indirect Cost Rate	0.065

Attachment: Grant Agreement Modification between DHS and De Pere DPH (9991 : Resolution #20-102 Authorizing Amendment to Division of

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Local Public Health Preparedness Contract Objectives
CDC Cooperative Agreement
Budget Period 1901-02: July 1, 2020 – June 30, 2021

LPHA BP-1901-02 Contract Objectives and Deliverables

Updated with due dates for each deliverable.

The Wisconsin Department of Health Services (DHS) has established the following objectives and deliverables for completion by local and tribal public health agencies (LPHAs) during the budget period from July 1, 2020 to June 30, 2021 with the goal of moving Wisconsin local public health emergency preparedness efforts forward. During this budget period, DHS anticipates that LPHAs will continue to create or modify plans, coordinate trainings and exercises, and obtain resources to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders using a "whole community" approach that includes individuals with access and functional needs.

FEMA defines a "whole community" approach as "a means by which residents, emergency management practitioners, organizational and community leaders, and government officials can collectively understand and assess the needs of their respective communities and determine the best ways to organize and strengthen their assets, capacities, and interests." According to FEMA, "whole community includes individuals and families, including those with access and functional needs; businesses; faith-based and community organizations; nonprofit groups; schools and academia; media outlets; and all levels of government, including state, local, tribal, territorial, and federal partners."

Planning for a whole community will consider individuals with access and functional needs such as: children, pregnant women, senior citizens, people with disabilities, and people with pre-existing behavioral health needs, among others.

During this budget period, July 1, 2020 to June 30, 2021, and due to the COVID-19 response activities, the Wisconsin Department of Health Services is prioritizing the following capabilities:

Priority Capabilities

- **Capability 1**: Community Preparedness
- **Capability 3**: Emergency Operations Coordination
- **Capability 4**: Emergency Public Information and Warning
- **Capability 5**: Fatality Management
- **Capability 6**: Information Sharing
- **Capability 8**: Medical Countermeasure Dispensing and Administration
- **Capability 9**: Medical Material Management and Distribution
- **Capability 13**: Public Health Surveillance & Epidemiologic Investigation
- **Capability 15**: Volunteer Management

Reporting on all contract objectives will be via the PCA Portal. To request access, please send an email to: DHSPCAPortal@wi.gov

Attachment: Grant Agreement Modification between DHS and De Pere DPH (9991 : Resolution #20-102 Authorizing Amendment to Division of

Objectives and Deliverables

1. LPHAs will submit a proposed budget, a mid-year budget, and a year-end budget by completing and uploading the PHEP Budget Template for BP2 to the PCA Portal budget page. Updates for the mid-year and year-end budgets can be made by editing the agency's original submitted budget on the PCA Portal budget page. Detailed instructions are at the top of the Budget Page.
   Deliverable 1: By July 31, 2020, submit the proposed budget on the PCA Portal.
   Deliverable 2: By February 26, 2021, update the mid-year budget on the PCA.
   Deliverable 3: By August 16, 2021, update the year-end budget on the PCA Portal.

Capability 1: Community Preparedness

2. **(Joint PHEP/HPP Activity)** LPHAs will play an active role in their regional Wisconsin Healthcare Emergency Readiness Coalition (HERC), including participation in strategic planning, relevant trainings, exercises, and other activities. **OPEHC anticipates that LPHAs will meet this deliverable through COVID-19 response activities.**
   Deliverable 4: By June 30, 2021, report in what capacity on the PCA Portal.

3. **(Joint PHEP/HPP Activity)** LPHAs will conduct a hazard vulnerability assessment (HVA), update their current HVA, or participate in their regional HERC HVA process to provide input and feedback. LPHAs that do not complete an HVA with the HERC must share the results with their regional HERC coordinator.
   Deliverable 5: By June 30, 2021, conduct an HVA, update a current HVA, or participate in your regional HERC HVA process and report completion status on the PCA Portal.

4. (**Joint PHEP/HPP Activity**) LPHAs will demonstrate evidence of emergency preparedness planning, training, exercising, or actual response that includes incorporation of individuals with access and functional needs. **OPEHC anticipates that LPHAs will meet this deliverable through COVID-19 response activities.**
   Deliverable 6: By June 30, 2021, identify partners with whom you engaged that serve populations with access and functional needs and report these partners on the PCA Portal.

Capability 3: Emergency Operations Coordination

5. LPHAs will maintain emergency contacts for staff assigned to preparedness and/or response roles on the PCA Portal and will update contacts every six months.
   Deliverable 7: By December 31, 2020, update all jurisdictional profiles on the PCA Portal.
   Deliverable 8: By June 30, 2021, update all jurisdictional profiles on the PCA Portal.

6. LPHA staff assigned to preparedness and/or response roles will complete at minimum Incident Command Structure (ICS) 100, ICS 200 and National Incident Management System (NIMS) 700 training within six months of hire or assignment.
   Deliverable 9: By June 30, 2021, identify percentage of staff assigned to preparedness and/or response roles that have completed ICS training status and report this on the PCA portal.

Attachment: Grant Agreement Modification betweeen DHS and De Pere DPH (9991 : Resolution #20-102 Authorizing Amendment to Division of

Capability 4: Emergency Public Information and Warning

7. (**Joint PHEP/HPP Activity**) LPHAs will develop or maintain plans or procedures for coordinating health emergency messaging to the public, media, and others. **OPEHC anticipates that LPHAs will meet this deliverable through COVID-19 response activities.**
   Deliverable 10: By June 30, 2021, report completion status on the PCA Portal.

8. LPHAs will demonstrate their ability to use their emergency alerting system during a drill or a real-world event. **OPEHC anticipates that LPHAs will meet this deliverable through COVID-19 response activities.**
   Deliverable 11: By June 30, 2021, report name, type, and date of the drill or real-world event on the PCA Portal.

Capability 5: Fatality Management

9. LPHAs will review jurisdictional fatality management plans to identify their role in a mass fatality incident.
   Deliverable 12: By June 30, 2021, report completion status on the PCA Portal.

Capability 6: Information Sharing

10. (**Joint PHEP/HPP Activity**) LPHAs will develop or sustain processes or procedures to conduct exchanges of health-related information and situational awareness among government, healthcare, and private sector partners (including HERCs). **OPEHC anticipates that LPHAs will meet this deliverable through COVID-19 response activities.**
    Deliverable 13: By June 30, 2021, identify jurisdictional and state-level partners with whom health-related information and situational awareness was shared and report these partners on the PCA Portal.

11. (**Joint PHEP/HPP Activity**) LPHAs will develop or maintain processes or procedures for engaging their regional Health Emergency Readiness Coalitions (HERCs) to collect, provide, and receive situational awareness. **OPEHC anticipates that LPHAs will meet this deliverable through COVID-19 response activities.**
    Deliverable 14: By June 30, 2021, report completion status on the PCA Portal.

Capability 8: Medical Countermeasure Dispensing and Administration

12. LPHAs will utilize the Point of Dispensing (POD) Management Tool on the PCA Portal to update all information for the jurisdiction's PODs and dispensing vaccination clinics (DVCs).
    Deliverable 15: By June 30, 2021, update all of the jurisdiction's PODs in the POD Management Tool on the PCA Portal.

13. LPHAs will maintain a current list of points of contact for each CDC Pandemic Influenza Vaccination Tier 1–2 critical workforce group for high or very high pandemic severity and will follow CDC guidelines for allocation of a potential COVID-19 vaccine.
    Deliverable 16 By June 30, 2021, update points of contact in the Vaccination Tier Form on the PCA Portal.

Attachment: Grant Agreement Modification between DHS and De Pere DPH (9991 : Resolution #20-102 Authorizing Amendment to Division of

Capability 9: Medical Material Management and Distribution

14. LPHAs will update the jurisdiction's Medical Countermeasure Operations Plan to include contact information for each local or regional IMATS user (as listed on the SNS page on the PCA Portal). **Deliverable 17:** By June 30, 2021, report completion status on the PCA Portal.

Capability 13: Public Health Surveillance & Epidemiologic Investigation

15. LPHAs will follow epidemiological investigation protocols, including for COVID-19, and enter information into the Wisconsin Electronic Disease Surveillance System (WEDSS). **OPEHC anticipates that LPHAs will meet this deliverable through COVID-19 response activities.** **Deliverable 18**: By June 30, 2021, input epidemiological information into WEDSS.

16. LPHAs will follow their processes for epidemiological investigations, including trigger points for starting investigations, identifying at-risk populations, and conducting contact tracing. **OPEHC anticipates that LPHAs will meet this deliverable through COVID-19 response activities.** **Deliverable 19**: By June 30, 2021, report completion status on the PCA Portal.

Capability 15: Volunteer Management

17. (**Joint PHEP/HPP Activity**) LPHA Wisconsin Emergency Assistance Volunteer Registry (WEAVR) administrators will conduct at least one alerting drill (or utilize the system during a real-world event) to alert registered volunteers. **OPEHC anticipates that LPHAs will meet this deliverable through COVID-19 response activities.**
    Deliverable 20: By June 30, 2021, report name, type, and date of the drill or real-world event on the PCA Portal.

18. LPHAs will maintain jurisdictional Wisconsin Emergency Assistance Volunteer Registry (WEAVR) administrator contact information on the PCA Portal and will update every six months. Include "WEAVR administrator" in the Job Title text box.
    Deliverable 21: By December 31, 2020, update WEAVR administrator contact information on the PCA Portal.
    Deliverable 22: By June 30, 2021, update WEAVR administrator contact information on the PCA Portal.

Attachment: Grant Agreement Modification betweeen DHS and De Pere DPH (9991 : Resolution #20-102 Authorizing Amendment to Division of

DocuSign SECURE

Certificate Of Completion

Envelope Id: 3AA323697A0D40DDA36DE7ACF95A502B
Subject: 155015 - DEPERE DPH - 2020 DPH Consolidated - 43561-3
Source Envelope:
Document Pages: 9
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 1
Initials: 0

Status: Sent

Envelope Originator:
Matt Christensen
1 West Wilson St.
Madison, WI 53703
Matthew.Christensen@dhs.wisconsin.gov
IP Address: 165.189.255.43

Record Tracking

Status: Original
8/25/2020 2:49:19 PM
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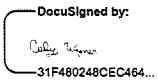
Storage Appliance Status: Connected

Holder: Matt Christensen
Matthew.Christensen@dhs.wisconsin.gov
Pool: StateLocal
Pool: DHS

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Cody Wagner CodyW.Wagner@dhs.wisconsin.gov Office of Legal Counsel Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: 31F480248CEC464...  Signature Adoption: Uploaded Signature Image Using IP Address: 165.189.255.23	Sent: 8/25/2020 2:54:37 PM Viewed: 8/26/2020 12:51:06 PM Signed: 8/26/2020 12:55:12 PM
Deborah Armbruster darmbruster@mail.de-pere.org Health Director/Officer Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/9/2020 2:46:51 PM ID: c511486d-d106-42d6-8bfe-926595c44038		Sent: 8/26/2020 12:55:14 PM Viewed: 8/26/2020 1:20:03 PM
Chuck Warzecha Charles.Warzecha@dhs.wisconsin.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

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

Attachment: Grant Agreement Modification betweeen DHS and De Pere DPH (9991 : Resolution #20-102 Authorizing Amendment to Division of

Carbon Copy Events	Status	Timestamp
CARS 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: 8/25/2020 2:54:37 PM
Yvette A Smith Yvette.Smith@dhs.wisconsin.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/25/2020 2:54:37 PM
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: 8/25/2020 2:54:37 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: 8/26/2020 12:55:15 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/26/2020 12:55:15 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Attachment: Grant Agreement Modification betweeen DHS and De Pere DPH (9991 : Resolution #20-102 Authorizing Amendment to Division of

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

Attachment: Grant Agreement Modification between DHS and De Pere DPH (9991 : Resolution #20-102 Authorizing Amendment to Division of

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: DHSContractCentral@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 DHSContractCentral@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 DHSContractCentral@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:

Attachment: Grant Agreement Modification between DHS and De Pere DPH (9991 : Resolution #20-102 Authorizing Amendment to Division of

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 DHSContractCentral@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.

Attachment: Grant Agreement Modification betweeen DHS and De Pere DPH (9991 : Resolution #20-102 Authorizing Amendment to Division of

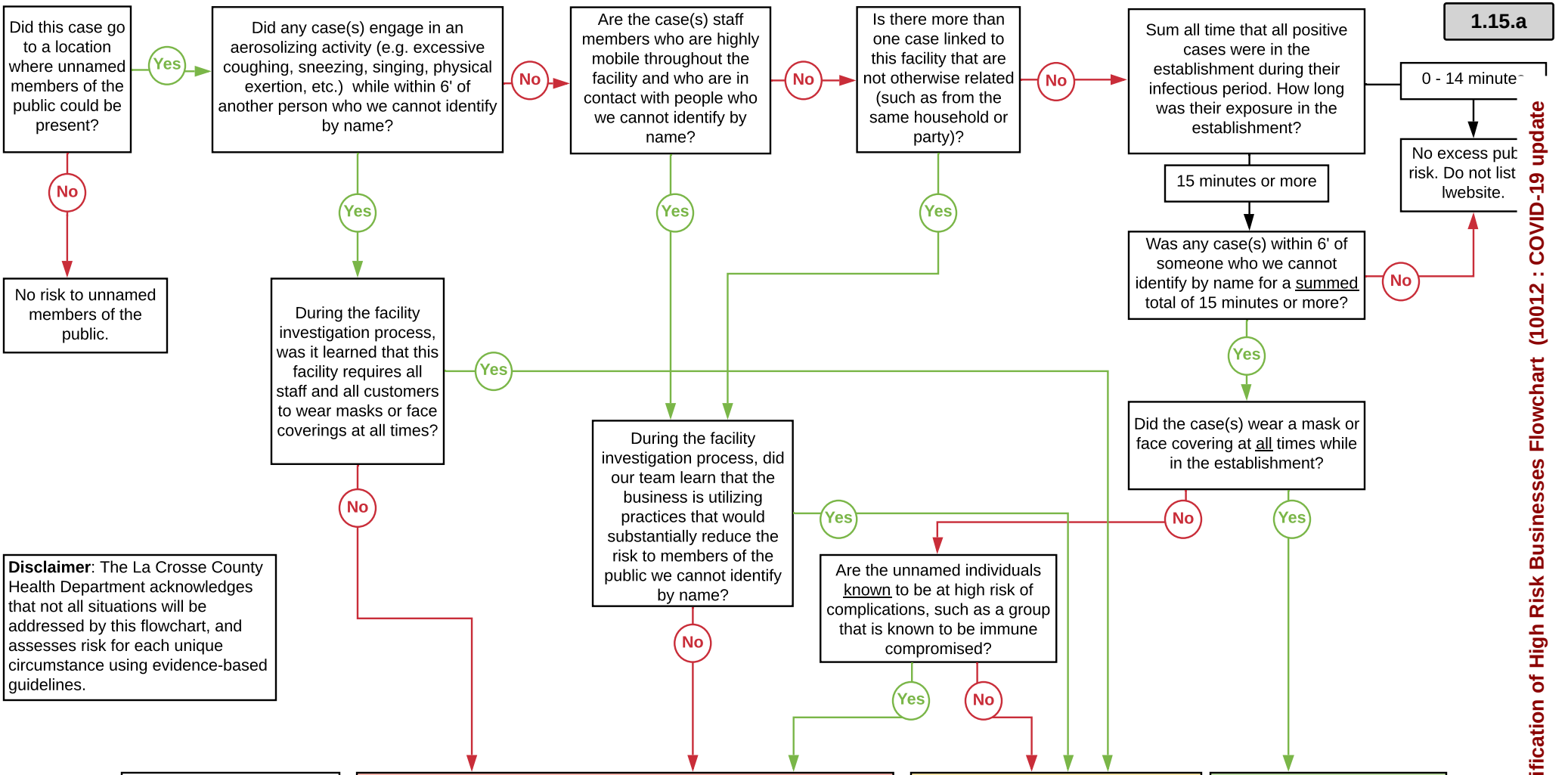
City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**COVID-19 update from Health Department.**

ATTACHMENTS:

- La Crosse Public Notification of High Risk Businesses Flowchart (PDF)



Disclaimer: The La Crosse County Health Department acknowledges that not all situations will be addressed by this flowchart, and assesses risk for each unique circumstance using evidence-based guidelines.

Public Risk	High Risk	Medium Risk	Low Risk
Health Department	• Posted to social media after reaching business, or without reaching business if not reachable within 1 day • Identify exposed people via JotForm • List business and date on site	• Business monitored closely for future change in risk status. • Not listed on site	
Business Recommendation	LCHD recommends that the business: - Immediately notify staff - Consider notifying public - Close for deep cleaning - Consider closing longer if case was an employee		

Last Updated: August 13, 2020

Attachment: La Crosse Public Notification of High Risk Businesses Flowchart (10012 : COVID-19 update

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **September 15, 2020**

DEPARTMENT: **City Clerk**

FROM: **Ann Ledvina**

SUBJECT: **Operator License Applications.**

ATTACHMENTS:

- Operator List_9-15-20 (PDF)

CITY OF DE PERE
License Committee - September 15, 2020

New Operator License Applications	
1	BYRNES, MICHELE L.
2	JOSKI, MILES J.
3	SCHMIDT, HALEY N.
4	SHIELDS, ZACHARY J.
5	SPENCE, JACQUELINE M.
6	VICENZI, ANTHONY J.

Attachment: Operator List_9-15-20 (10009 : Operator License Applications.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **September 15, 2020**

DEPARTMENT: **City Clerk**

FROM: **Carey Danen**

SUBJECT: **Voucher approval.**

ATTACHMENTS:

- 9-15-2020 VOUCHERS (PDF)

PACKET: 06386 SEP 2020 COUNCIL - 2 9-15-20
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2412	ACCURATE SUSPENSION WAREHOUSE							
	I-2009913	ACCURATE SUSPENSION WAREHOUSE	R	9/15/2020		387.79CR	093341	387.79
5932	AECOM TECHNICAL SERVICES INC							
	I-2000397718	AECOM TECHNICAL SERVICES INC	R	9/15/2020		1,513.80CR	093342	1,513.80
7213	ALL STAR CUTTING & CORING LLC							
	I-20-19A (1) FINAL	ALL STAR CUTTING & CORING LLC	R	9/15/2020		16,525.20CR	093343	16,525.20
5096	AMERILUX INTERNATIONAL LLC							
	I-95099	AMERILUX INTERNATIONAL LLC	R	9/15/2020		1,641.78CR	093344	
	I-95100	AMERILUX INTERNATIONAL LLC	R	9/15/2020		107.87CR	093344	1,749.65
5604	AURORA BAYCARE MED CTR LLC							
	I-KY502	AURORA BAYCARE MED CTR LLC	R	9/15/2020		86.23CR	093345	
	I-KY506	AURORA BAYCARE MED CTR LLC	R	9/15/2020		87.96CR	093345	174.19
0020	BADGERLAND PRINTING INC							
	I-35480	BADGERLAND PRINTING INC	R	9/15/2020		36.00CR	093346	
	I-35481	BADGERLAND PRINTING INC	R	9/15/2020		52.00CR	093346	
	I-35501	BADGERLAND PRINTING INC	R	9/15/2020		3,666.00CR	093346	3,754.00
6404	BAY AREA TESTING & CONSULTING LLC							
	I-4185	BAY AREA TESTING & CONSULTING	R	9/15/2020		818.50CR	093347	
	I-4186	BAY AREA TESTING & CONSULTING	R	9/15/2020		1,662.25CR	093347	
	I-4187	BAY AREA TESTING & CONSULTING	R	9/15/2020		2,165.50CR	093347	
	I-4189	BAY AREA TESTING & CONSULTING	R	9/15/2020		377.00CR	093347	
	I-4190	BAY AREA TESTING & CONSULTING	R	9/15/2020		355.50CR	093347	
	I-4191	BAY AREA TESTING & CONSULTING	R	9/15/2020		266.50CR	093347	
	I-4192	BAY AREA TESTING & CONSULTING	R	9/15/2020		504.50CR	093347	6,149.75
0027	BAY TOWEL INC							
	I-4013407	BAY TOWEL INC	R	9/15/2020		176.85CR	093348	
	I-4015129	BAY TOWEL INC	R	9/15/2020		112.04CR	093348	
	I-4019157	BAY TOWEL INC	R	9/15/2020		112.04CR	093348	
	I-4021560	BAY TOWEL INC	R	9/15/2020		176.85CR	093348	
	I-4021561	BAY TOWEL INC	R	9/15/2020		91.88CR	093348	669.66
0028	BAY VERTE MACHINERY INC							
	I-407252-00	BAY VERTE MACHINERY INC	R	9/15/2020		695.95CR	093349	695.95
1532	BOBCAT PLUS INC							
	I-IG40929	BOBCAT PLUS INC	R	9/15/2020		34.60CR	093350	34.60

Attachment: 9-15-2020 VOUCHERS (10011 : Voucher approval.)

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VENDOR SET: 01 **** CHECK LISTING ****
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6751	BRIDGEPORT MFG. INC.							
	I-38866-00	BRIDGEPORT MFG. INC.	R	9/15/2020		1,467.51CR	093351	1,467.51
0038	BROADWAY AUTOMOTIVE INC							
	I-1003819	BROADWAY AUTOMOTIVE INC	R	9/15/2020		315.93CR	093352	
	I-1007602	BROADWAY AUTOMOTIVE INC	R	9/15/2020		649.68CR	093352	
	I-495497P	BROADWAY AUTOMOTIVE INC	R	9/15/2020		27.08CR	093352	
	I-505597P	BROADWAY AUTOMOTIVE INC	R	9/15/2020		72.56CR	093352	
	I-659953	BROADWAY AUTOMOTIVE INC	R	9/15/2020		18.34CR	093352	
	I-660891	BROADWAY AUTOMOTIVE INC	R	9/15/2020		2,956.91CR	093352	4,040.50
0039	BROOKS TRACTOR INC							
	I-381405	BROOKS TRACTOR INC	R	9/15/2020		1,053.10CR	093353	1,053.10
2944	BROWN COUNTY JAIL							
	I-202009091013	BROWN COUNTY JAIL	R	9/15/2020		120.00CR	093354	120.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-44577	BROWN COUNTY PORT SOLID WASTE	R	9/15/2020		29,762.18CR	093355	29,762.18
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-202009091014	BROWN COUNTY REGISTER OF DEEDS	R	9/15/2020		93.00CR	093356	93.00
7745	KELLY BURKE							
	I-202009091015	KELLY BURKE	R	9/15/2020		4.60CR	093357	4.60
0536	CDW GOVERNMENT INC							
	I-ZEJ5604	CDW GOVERNMENT INC	R	9/15/2020		526.95CR	093358	
	I-ZRG7324	CDW GOVERNMENT INC	R	9/15/2020		197.49CR	093358	
	I-ZTX7480	CDW GOVERNMENT INC	R	9/15/2020		227.62CR	093358	
	I-ZVG8596	CDW GOVERNMENT INC	R	9/15/2020		4,063.65CR	093358	
	I-ZVG8615	CDW GOVERNMENT INC	R	9/15/2020		16.50CR	093358	
	I-ZVN7401	CDW GOVERNMENT INC	R	9/15/2020		81.00CR	093358	5,113.21
6575	CEDAR CORP							
	I-104490	CEDAR CORP	R	9/15/2020		2,259.00CR	093359	2,259.00
2708	CLEANING SOLUTION SERVICES INC							
	I-20758	CLEANING SOLUTION SERVICES INC	R	9/15/2020		291.69CR	093360	
	I-20759	CLEANING SOLUTION SERVICES INC	R	9/15/2020		255.00CR	093360	
	I-20766	CLEANING SOLUTION SERVICES INC	R	9/15/2020		1,408.76CR	093360	
	I-20767	CLEANING SOLUTION SERVICES INC	R	9/15/2020		2,354.44CR	093360	
	I-20770	CLEANING SOLUTION SERVICES INC	R	9/15/2020		1,403.72CR	093360	
	I-20799	CLEANING SOLUTION SERVICES INC	R	9/15/2020		30.46CR	093360	
	I-20802	CLEANING SOLUTION SERVICES INC	R	9/15/2020		226.96CR	093360	
	I-20807	CLEANING SOLUTION SERVICES INC	R	9/15/2020		538.93CR	093360	6,509.96

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7997	COMPLETE OFFICE							
	I-AR20078	COMPLETE OFFICE	R	9/15/2020		47.43CR	093361	
	I-AR20950	COMPLETE OFFICE	R	9/15/2020		406.10CR	093361	
	I-AR21082	COMPLETE OFFICE	R	9/15/2020		38.34CR	093361	491.87
6526	DE PERE BASEBALL							
	I-202009091016	DE PERE BASEBALL	R	9/15/2020		4,589.00CR	093362	4,589.00
2077	DE PERE EXHAUST							
	I-58350	DE PERE EXHAUST	R	9/15/2020		185.59CR	093363	185.59
1196	DE PERE GIRLS SOFTBALL ASSOCIATION							
	I-202009091017	DE PERE GIRLS SOFTBALL ASSOCIA	R	9/15/2020		2,178.00CR	093364	2,178.00
0998	DE PERE RAPIDES YOUTH SOCCOR CLUB							
	I-202009091018	DE PERE RAPIDES YOUTH SOCCOR C	R	9/15/2020		2,010.00CR	093365	2,010.00
0078	DORNER INC							
	I-19-14	DORNER INC	R	9/15/2020		13,969.62CR	093366	13,969.62
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-2195081	EMERGENCY MEDICAL PRODUCTS INC	R	9/15/2020		70.48CR	093367	70.48
0086	ERC INC							
	I-ERC-0820-9220	ERC INC	R	9/15/2020		429.00CR	093368	429.00
0200	FIRST SUPPLY LLC							
	I-12329814-00	FIRST SUPPLY LLC	R	9/15/2020		244.74CR	093369	244.74
5871	FORD MOTOR CREDIT COMPANY							
	I-1698766	FORD MOTOR CREDIT COMPANY	R	9/15/2020		32,101.01CR	093370	32,101.01
3655	FUN EXPRESS LLC							
	I-704801605-01	FUN EXPRESS LLC	R	9/15/2020		115.38CR	093371	115.38
0562	GALLS LLC							
	I-16187532	GALLS LLC	R	9/15/2020		287.95CR	093372	
	I-16261927	GALLS LLC	R	9/15/2020		122.89CR	093372	410.84
2544	GLOBAL RECOGNITION INC							
	I-200822	GLOBAL RECOGNITION INC	R	9/15/2020		2,109.40CR	093373	2,109.40

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6227	GLOBALSTAR USA							
	I-4741627	GLOBALSTAR USA	R	9/15/2020		1,058.34CR	093374	1,058.34
0116	GRAINGER INC							
	I-963346469	GRAINGER INC	R	9/15/2020		341.08CR	093375	341.08
0124	GREEN BAY CITY TREASURER							
	I-134296	GREEN BAY CITY TREASURER	R	9/15/2020		15,134.00CR	093376	15,134.00
0446	HAWKINS INC							
	I-4782543	HAWKINS INC	R	9/15/2020		3,395.68CR	093377	3,395.68
5674	HOME TEAM SPORTS & APPAREL INC							
	I-39017	HOME TEAM SPORTS & APPAREL INC	R	9/15/2020		22.80CR	093378	
	I-39898	HOME TEAM SPORTS & APPAREL INC	R	9/15/2020		20.55CR	093378	
	I-39927	HOME TEAM SPORTS & APPAREL INC	R	9/15/2020		28.18CR	093378	71.53
1244	HOWARD IMMEL INC							
	I-20-18 (2)	HOWARD IMMEL INC	R	9/15/2020		745,575.39CR	093379	745,575.39
1252	HURCKMAN MECHANICAL INDUSTRIES INC							
	I-W32974	HURCKMAN MECHANICAL INDUSTRIES	R	9/15/2020		318.98CR	093380	318.98
5484	HYDROCORP INC							
	I-58729-IN	HYDROCORP INC	R	9/15/2020		2,648.00CR	093381	
	I-58847-IN	HYDROCORP INC	R	9/15/2020		9,000.00CR	093381	11,648.00
1399	INDOFF INC							
	I-3395356	INDOFF INC	R	9/15/2020		36.45CR	093382	
	I-3399334	INDOFF INC	R	9/15/2020		301.48CR	093382	
	I-3399860	INDOFF INC	R	9/15/2020		22.62CR	093382	
	I-3400879	INDOFF INC	R	9/15/2020		227.98CR	093382	588.53
1276	JX ENTERPRISES INC							
	C-14139466P	JX ENTERPRISES INC	R	9/15/2020		105.98	093383	
	I-141384292P	JX ENTERPRISES INC	R	9/15/2020		227.96CR	093383	
	I-14139297P	JX ENTERPRISES INC	R	9/15/2020		8.48CR	093383	
	I-14139468P	JX ENTERPRISES INC	R	9/15/2020		52.99CR	093383	
	I-14139469P	JX ENTERPRISES INC	R	9/15/2020		13.52CR	093383	
	I-14139479P	JX ENTERPRISES INC	R	9/15/2020		2.99CR	093383	
	I-14139644P	JX ENTERPRISES INC	R	9/15/2020		494.78CR	093383	
	I-14139842P	JX ENTERPRISES INC	R	9/15/2020		189.20CR	093383	
	I-14140039P	JX ENTERPRISES INC	R	9/15/2020		116.99CR	093383	
	I-14140041P	JX ENTERPRISES INC	R	9/15/2020		114.52CR	093383	
	I-1433155S	JX ENTERPRISES INC	R	9/15/2020		2,490.85CR	093383	3,606.30

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7449	K-9 SERVICES							
	I-TO8112020	K-9 SERVICES	R	9/15/2020		300.00CR	093384	300.00
3140	KUNDINGER FLUID POWER INC							
	I-50606422	KUNDINGER FLUID POWER INC	R	9/15/2020		1,538.71CR	093385	1,538.71
0153	LAFORCE INC							
	I-1138378	LAFORCE INC	R	9/15/2020		13.50CR	093386	13.50
1	LINZMEYER, JENNIE							
	I-202009091019	REFUND PAINT	R	9/15/2020		57.00CR	093387	57.00
7446	MACQUEEN EQUIPMENT GROUP							
	I-P16233	MACQUEEN EQUIPMENT GROUP	R	9/15/2020		2,234.21CR	093388	2,234.21
3216	ALAN MATZKE							
	I-202009091020	ALAN MATZKE	R	9/15/2020		18.97CR	093389	18.97
0173	MENARDS INC							
	C-71564	MENARDS INC	R	9/15/2020		8.01	093390	
	I-70863	MENARDS INC	R	9/15/2020		22.59CR	093390	
	I-71060	MENARDS INC	R	9/15/2020		22.97CR	093390	
	I-71119	MENARDS INC	R	9/15/2020		20.98CR	093390	
	I-71130	MENARDS INC	R	9/15/2020		39.57CR	093390	
	I-71189	MENARDS INC	R	9/15/2020		143.99CR	093390	
	I-71191	MENARDS INC	R	9/15/2020		34.59CR	093390	
	I-71211	MENARDS INC	R	9/15/2020		78.83CR	093390	
	I-71248B	MENARDS INC	R	9/15/2020		24.20CR	093390	
	I-71374	MENARDS INC	R	9/15/2020		15.91CR	093390	
	I-71434	MENARDS INC	R	9/15/2020		14.28CR	093390	
	I-71497	MENARDS INC	R	9/15/2020		64.09CR	093390	
	I-71499	MENARDS INC	R	9/15/2020		59.94CR	093390	
	I-71553	MENARDS INC	R	9/15/2020		2.69CR	093390	
	I-71560	MENARDS INC	R	9/15/2020		13.69CR	093390	
	I-71562	MENARDS INC	R	9/15/2020		173.94CR	093390	
	I-71563	MENARDS INC	R	9/15/2020		33.97CR	093390	
	I-71565	MENARDS INC	R	9/15/2020		9.68CR	093390	
	I-71815	MENARDS INC	R	9/15/2020		16.55CR	093390	784.45
VOID	VOID CHECK		V	9/15/2020			093391	**VOID**
1475	MUNICODE							
	I-347364	MUNICODE	R	9/15/2020		636.52CR	093392	636.52

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VENDOR SET: 01 **** CHECK LISTING ****
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7974	JEREMY MURASKI							
	I-202009091021	JEREMY MURASKI	R	9/15/2020		18.76CR	093393	18.76
7859	MURPHY DESMOND SC							
	I-8113640	MURPHY DESMOND SC	R	9/15/2020		2,628.00CR	093394	2,628.00
4546	NATIONAL ELEVATOR INSPECT SERV INC							
	I-398149	NATIONAL ELEVATOR INSPECT SERV	R	9/15/2020		88.00CR	093395	88.00
3191	NCI							
	I-AR19239	NCI	R	9/15/2020		49.90CR	093396	49.90
7129	NELSON TACTICAL							
	I-1705	NELSON TACTICAL	R	9/15/2020		107.92CR	093397	107.92
0531	NORTHEAST AUTO PARTS INC							
	I-350325	NORTHEAST AUTO PARTS INC	R	9/15/2020		17.78CR	093398	
	I-350340	NORTHEAST AUTO PARTS INC	R	9/15/2020		211.49CR	093398	
	I-350470	NORTHEAST AUTO PARTS INC	R	9/15/2020		5.49CR	093398	
	I-350505	NORTHEAST AUTO PARTS INC	R	9/15/2020		8.29CR	093398	
	I-350519	NORTHEAST AUTO PARTS INC	R	9/15/2020		50.28CR	093398	
	I-350619	NORTHEAST AUTO PARTS INC	R	9/15/2020		112.15CR	093398	
	I-350643	NORTHEAST AUTO PARTS INC	R	9/15/2020		36.43CR	093398	441.91
5433	NORTHEAST WI TECH COLLEGE							
	I-CS34344	NORTHEAST WI TECH COLLEGE	R	9/15/2020		1,000.00CR	093399	1,000.00
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-181802	OSHKOSH FIRE & POLICE EQUIPMEN	R	9/15/2020		575.60CR	093400	575.60
0197	PACKER CITY INTL TRUCKS INC							
	I-X101129902:01	PACKER CITY INTL TRUCKS INC	R	9/15/2020		139.90CR	093401	
	I-X101130449:01	PACKER CITY INTL TRUCKS INC	R	9/15/2020		92.46CR	093401	232.36
1331	PACKER FASTENER & SUPPLY INC							
	I-535670	PACKER FASTENER & SUPPLY INC	R	9/15/2020		13.05CR	093402	
	I-536782	PACKER FASTENER & SUPPLY INC	R	9/15/2020		3.38CR	093402	16.43
1	PAULSON, KRISTINE							
	I-202009091022	MAILBOX	R	9/15/2020		75.00CR	093403	75.00
5476	PERSONNEL EVALUATION INC							
	I-37431	PERSONNEL EVALUATION INC	R	9/15/2020		76.00CR	093404	76.00

Attachment: 9-15-2020 VOUCHERS (10011 : Voucher approval.)

PACKET: 06386 SEP 2020 COUNCIL - 2 9-15-20
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0208	POMP'S TIRE SERVICE INC							
	I-90066683	POMP'S TIRE SERVICE INC	R	9/15/2020		27.50CR	093405	27.50
1246	PREVEA HEALTH							
	I-128621	PREVEA HEALTH	R	9/15/2020		185.60CR	093406	185.60
8067	QUADIENT LEASING USA INC							
	I-N8453161	QUADIENT LEASING USA INC	R	9/15/2020		320.67CR	093407	
	I-N8453851	QUADIENT LEASING USA INC	R	9/15/2020		320.67CR	093407	641.34
6948	RAY'S TIRE							
	I-1014459	RAY'S TIRE	R	9/15/2020		871.80CR	093408	871.80
0225	RED D MIX CONCRETE INC							
	I-77344	RED D MIX CONCRETE INC	R	9/15/2020		135.60CR	093409	135.60
8241	MICHELLE RIVERA							
	I-202009091023	MICHELLE RIVERA	R	9/15/2020		176.00CR	093410	176.00
0158	ROBERT E LEE & ASSOCIATES INC							
	I-78024	ROBERT E LEE & ASSOCIATES INC	R	9/15/2020		864.15CR	093411	
	I-78079	ROBERT E LEE & ASSOCIATES INC	R	9/15/2020		28,213.47CR	093411	
	I-78144	ROBERT E LEE & ASSOCIATES INC	R	9/15/2020		77.25CR	093411	
	I-78145	ROBERT E LEE & ASSOCIATES INC	R	9/15/2020		77.25CR	093411	29,232.12
0235	SAINT VINCENT HOSPITAL							
	I-51802	SAINT VINCENT HOSPITAL	R	9/15/2020		47.82CR	093412	47.82
0252	SOUTHSIDE TIRE CO INC							
	I-3091784	SOUTHSIDE TIRE CO INC	R	9/15/2020		886.65CR	093413	886.65
6483	SPRINKLER CO INC, THE							
	I-82166	SPRINKLER CO INC, THE	R	9/15/2020		126.83CR	093414	
	I-82275	SPRINKLER CO INC, THE	R	9/15/2020		277.00CR	093414	
	I-82377	SPRINKLER CO INC, THE	R	9/15/2020		627.50CR	093414	1,031.33
3378	STRYKER SALES CORP							
	I-3121736M	STRYKER SALES CORP	R	9/15/2020		1,688.50CR	093415	1,688.50
0258	SUPERIOR CHEMICAL CORP							
	I-275776	SUPERIOR CHEMICAL CORP	R	9/15/2020		261.38CR	093416	261.38

Attachment: 9-15-2020 VOUCHERS (10011 : Voucher approval.)

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0268	TRUCK EQUIPMENT INC							
	I-916227-00	TRUCK EQUIPMENT INC	R	9/15/2020		17.96CR	093417	
	I-916532-00	TRUCK EQUIPMENT INC	R	9/15/2020		185.29CR	093417	203.25
7830	TUNDRA APPAREL AND PROMOTIONS							
	I-1949	TUNDRA APPAREL AND PROMOTIONS	R	9/15/2020		1,227.48CR	093418	1,227.48
0416	TWIRL SEWER SERVICE							
	I-30494	TWIRL SEWER SERVICE	R	9/15/2020		230.00CR	093419	230.00
5663	TYLER TECHNOLOGIES INC							
	I-045-311681	TYLER TECHNOLOGIES INC	R	9/15/2020		125.00CR	093420	125.00
0272	UNIFORM SHOPPE INC							
	I-301796	UNIFORM SHOPPE INC	R	9/15/2020		899.95CR	093421	899.95
1229	UTILITY SALES AND SERVICE INC							
	I-207991-IN	UTILITY SALES AND SERVICE INC	R	9/15/2020		615.11CR	093422	
	I-70788-IN	UTILITY SALES AND SERVICE INC	R	9/15/2020		684.78CR	093422	1,299.89
0277	VAN'S FIRE & SAFETY INC							
	I-4138289	VAN'S FIRE & SAFETY INC	R	9/15/2020		820.24CR	093423	
	I-4138721	VAN'S FIRE & SAFETY INC	R	9/15/2020		212.50CR	093423	1,032.74
7210	VANDEN PLAS PORTABLE SOLUTIONS LLC							
	I-2823	VANDEN PLAS PORTABLE SOLUTIONS	R	9/15/2020		68.00CR	093424	68.00
1355	RONALD J VANPRICE							
	I-202009091024	RONALD J VANPRICE	R	9/15/2020		360.19CR	093425	360.19
3707	VIKING ELECTRIC SUPPLY							
	C-S003943187.001	VIKING ELECTRIC SUPPLY	R	9/15/2020		2,404.74	093426	
	I-S003895850.002	VIKING ELECTRIC SUPPLY	R	9/15/2020		54.05CR	093426	
	I-S003911318.001	VIKING ELECTRIC SUPPLY	R	9/15/2020		213.27CR	093426	
	I-S003917393.001	VIKING ELECTRIC SUPPLY	R	9/15/2020		761.74CR	093426	
	I-S003917393.002	VIKING ELECTRIC SUPPLY	R	9/15/2020		2,307.24CR	093426	931.56
0426	WERNER ELECTRIC SUPPLY							
	I-S6243151.001	WERNER ELECTRIC SUPPLY	R	9/15/2020		193.00CR	093427	193.00
6418	WI DEPT OF NATURAL RESOURCES							
	I-VPLE0000006047	WI DEPT OF NATURAL RESOURCES	R	9/15/2020		210.00CR	093428	210.00

Attachment: 9-15-2020 VOUCHERS (10011 : Voucher approval.)

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VENDOR SET: 01 **** CHECK LISTING ****
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7350	WI MEDIA							
	I-3458463	WI MEDIA	R	9/15/2020		792.76CR	093429	792.76
5109	WILD BLUE TECHNOLOGIES							
	I-27137-01	WILD BLUE TECHNOLOGIES	R	9/15/2020		18,893.00CR	093430	18,893.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	89	0.00	995,266.11	995,266.11
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	90	0.00	995,266.11	995,266.11

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 9-15-2020 VOUCHERS (10011 : Voucher approval.)

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VENDOR SET: 01 **** CHECK LISTING ****
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	9/2020	149,035.95CR
201	9/2020	2,326.44CR
260	9/2020	2,416.50CR
296	9/2020	28,213.47CR
405	9/2020	783,166.13CR
415	9/2020	173.94CR
460	9/2020	1,723.80CR
601	9/2020	18,769.48CR
650	9/2020	9,440.40CR
ALL		995,266.11CR

Attachment: 9-15-2020 VOUCHERS (10011 : Voucher approval.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #20-103 Ratifying Contract with the De Pere Professional Firefighter's Association – IAFF Local #141.**

ATTACHMENTS:

- Reso20-103 Ratifying Fire 1 Year Extension (PDF)

Attachment: Reso20-103 Ratifying Fire 1 Year Extension (10013 : Consideration and Possible Action to Extend Current Collective Bargaining

RESOLUTION #20-103

RATIFYING CONTRACT WITH THE DE PERE PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 141

BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere, Wisconsin, as follows:

That the Common Council of the City of De Pere hereby ratifies the amendments to the 2018-2020 labor agreement by and between the City and the De Pere Professional Firefighters Association, IAFF Local 141, which amendments shall be incorporated in and made a part of the labor agreement to be in effect between the parties for the year 2021; the Mayor and City Clerk are authorized and directed to execute such amended labor agreement and to implement the amendments contained in said agreement as soon as practicable and consistent with established procedures.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of September, 2020.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Committee Approval: 06/08/2020