Common Council

Regular Meeting

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

Agenda

Tuesday, December 20, 2022 | **7:30 PM** | **Council Chambers and Virtual**

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 **December 20, 2022** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

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

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the December 6, 2022 Common Council meeting.
4. Public Hearing to act on the following: the Repeal of Chapter 98, De Pere Municipal Code regarding the Sign Ordinance, the Repeal and Reenacting of Chapter 14, De Pere Municipal Code regarding the Zoning Ordinance including Signs, and the Repeal and Reenacting of the City's official Zoning District Map.

   A. Notice of Public Hearing

   B. Recommendation from Plan Commission to Repeal Chapter 98 Sign Ordinance and Repeal and Reenact Chapter 14 Zoning Ordinance of the De Pere Municipal Code.

   C. Recommendation from Plan Commission to Repeal and Reenact the Zoning District Map.

   D. Ordinance #22-13 Repealing Chapter 98 Sign Ordinance, Repealing and Reenacting Chapter 14 Zoning Ordinance of the De Pere Municipal Code Including Repealing and Reenacting the Official Zoning District Map.

   E. Approval of City of De Pere - Zoning Map (December 2022).
5. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
6. Consideration and possible action on the following Community Service Grant applications:

A. Sleep in Heavenly Peace, De Pere chapter - Public Bed Build

B. NEW Master Gardeners Association - Locktenders Native Plant Garden at Voyageur Park Riverwalk

C. De Pere VFW Post 2113 - Beautification of Central Veteran Sites

D. Lovin' the Skin I'm In - hair care products drive for families of color experiencing homelessness

7. Recommendation from the License Committee on the request by Kayla Mallo to appear before the License Committee regarding denial of her Operator Application.

8. Recommendation of Finance/Personnel Committee to Deny Waiver of Fees Issued under De Pere Municipal Code Section 74-10 for Destruction of Noxious Weeds at 2348 Indy Court.

9. Recommendation of Finance/Personnel Committee to Approve IT Cybersecurity Software Contract

10. Recommendation from Finance/Personnel Committee to Approve the 2023 Classification and Compensation Appeal Recommendation.

11. Recommendation from Finance/Personnel Committee to End Emergency Paid Leave Time for COVID-19 Absences.

12. Ordinance #22-14 Amending Chapter 94 and Creating Sections 94-13 and 94-15 of the De Pere Municipal Code Regarding Building and Property Maintenance Code.

13. Resolution #22-95 Granting a Planning Option to Purchase to Musket Corporation (Venture Avenue; Parcel WD-D0076).

14. Resolution #22-96 Authorizing Onsite Services Agreement Between the City of De Pere and Bellin Business & Community Health, a Division of Bellin Memorial Hospital, Inc. ("Bellin") (Worksite Health Services for City Employees and Spouses).

15. Consideration and Possible Action on Approval of Certain Fees for 2023.

A. Resolution #22-97 Regarding Certain Fees.

B. Resolution #22-98 Regarding De Pere Parks, Recreation & Forestry Park and Facilities Rentals, Recreation Programs, Aquatics and Community Center 2023 Fees.

16. Resolution #22-99 Authorizing Issuance of a Promissory Note for Temporary Borrowing of $350,000 for Public Purposes.

17. Resolution #22-100 Approving Municipal On-Line Access Agreement with Brown County (Laredo Access to Register of Deeds Documents).

18. Appointment to the Sustainability Commission by Mayor Boyd.

19. Voucher approval.

20. Future agenda items.

21. 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
Dan Vermeulen, Sleep in Heavenly Peace WI
Claudia Schultz, NEW Master Gardeners Association
Randy Hansen, De Pere VFW Post 2113
Rhonda Chandler, Lovin' the Skin I'm In WI
Kayla Mallo

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the December 6, 2022 Common Council meeting.**

ATTACHMENTS:

- 12-6-22 Common Council Minutes_Draft (PDF)

Common Council

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

Regular Meeting

Draft Minutes

Tuesday, December 6, 2022 | 7:30 PM | Council Chambers and Virtual

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the November 15, 2022 Common Council meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

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

   Resident Mike Piehl spoke about the light pollution coming from the new Georgia Pacific warehouse on American Blvd, and how it is affecting the Garrity Glen subdivision. Mayor Boyd indicated that development services staff will follow up with Mr. Piehl.

5. Recommendation from the Board of Park Commissioners to Approve Drop in Player Pass for Adult Basketball.

   Parks Director Mary Kosobucki answered questions about when drop-in passes are allowed, as well as the required liability waiver.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

6. Recommendation from Plan Commission to approve an 82 lot and 7 outlot preliminary plat of The Kingston Preserve at the 2000 BLK Lawrence DR (Parcels L-458-7).

Alderperson Carpenter moved, seconded by Alderperson Raasch to approve the plat with the following condition requested by staff: the Employers Blvd and Preserve Ct intersection should be modified for the centerline to have a minimum 100 ft radius.

RESULT:	**APPROVED AS AMENDED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

7. Resolution #22-91 Approving Facade Improvement Project and Authorizing Disbursement of Grant for 407 Main Avenue (Parcel WD-885).

Development Services Director Dan Lindstrom answered questions regarding the potential eligibility of the property for state or national historic register status. He explained that the 2017 survey noted the building had been modified several times. Some of the elements being proposed for this project as well are different than what were on the original building.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Amy Chandik Kundinger, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

8. Resolution #22-92 Approving Facade Improvement Project and Authorizing Disbursement of Grant for 409 Main Avenue (Parcel WD-886).

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

9. Resolution #22-93 Authorizing Inner Dimensions Wellness, LLC Independent Contractor Agreement (Guided Meditation Sessions and Meditative Fusion Classes).

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

10. Resolution #22-94 Requesting Brown County to Share its Sales and Use Tax Revenue.

Council members discussed the possible impact of approving the resolution; Mayor Boyd reported that the City of Green Bay recently passed something similar.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	John Quigley, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

11. Voucher approval.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

11. Discussion about the City's proposed DRAFT Zoning Ordinance and DRAFT Zoning Map.

    Senior Planner Peter Schleinz gave a high level description of the proposed new code, and pointed out the major differences in layout to aid Council members in their review. Staff reported that they have conducted outreach to the public about the zoning code review and public hearing scheduled for December 20th.

12. Future agenda items.

    Alderperson Kundinger requested an update on the noise ordinance revision project. City Attorney Tony Wachewicz reported that staff is reviewing the consultant's report and discussing how to bring it forward to Council.

13. Adjournment.

    Alderperson Ledvina moved, seconded by Alderperson Quigley to adjourn the meeting at 8:59 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**Public Hearing to act on the following: the Repeal of Chapter 98, De Pere Municipal Code regarding the Sign Ordinance, the Repeal and Reenacting of Chapter 14, De Pere Municipal Code regarding the Zoning Ordinance including Signs, and the Repeal and Reenacting of the City's official Zoning District Map.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**A. Notice of Public Hearing**

ATTACHMENTS:

- Public Hearing Notice_Zoning Ordinance_Dec 22 (PDF)

Publish: December 2, 2022 and December 9, 2022 in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, December 20, 2022** at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on the following: the repeal of Chapter 98, De Pere Municipal Code regarding the Sign Ordinance, the repeal and recreation of Chapter 14, De Pere Municipal Code regarding the Zoning Ordinance including Signs, and the repeal and recreation of the City's official Zoning District Map.

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

A copy of the proposed Chapter 14 Zoning Ordinance and Zoning Map are available online at https://www.deperewi.gov/department/photos/index.php?structureid=124 **or by emailing Peter Schleinz at** pschleinz@deperewi.gov.

Dated this 28th day of November, 2022.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**B. Recommendation from Plan Commission to Repeal Chapter 98 Sign Ordinance and Repeal and Reenact Chapter 14 Zoning Ordinance of the De Pere Municipal Code.**

On December 6, 2022, Common Council discussed the DRAFT Zoning Ordinance and DRAFT Zoning Map.

On November 28, 2022, Plan Commission unanimously recommended approval by a vote of 4-0.

On November 9, 2022., Plan Commission discussed the DRAFT Zoning Ordinance and DRAFT Zoning Map.

ATTACHMENTS:

- Zoning Code Memo 8 - 20 Dec 2022 (PDF)

CITY OF DE PERE
MEMO

To: James Boyd, Mayor
Common Council Members
From: Peter Schleinz, Senior Planner | Zoning Administrator
Date: December 20, 2022

RE: **Plan Commission recommendation to approve the DRAFT Zoning Ordinance and DRAFT Zoning Map.**

Summary:
The City of De Pere staff and Plan Commission have been working on a new DRAFT zoning ordinance and new DRAFT zoning map since 2018. Plan Commission discussed both DRAFTS on November 9, 2022, and recommended approval of both DRAFTS on November 28, 2022. Common Council discussed both DRAFTS on December 6, 2022. Common Council is again reviewing both DRAFTS on December 20, 2022, following a public hearing.

Following tonight's review, Plan Commission recommends that Common Council approve the DRAFT Zoning Ordinance and DRAFT Zoning Map by repealing Municipal Code Chapters 14 (Zoning Ordinance), 98 (Sign Ordinance), and the Zoning District Map, and reenacting with a new Municipal Code Chapter 14 (Zoning Ordinance) and a new Official Zoning Map.

Plan Commission Recommendations:

- Plan Commission recommends that Common Council approve the DRAFT Zoning Ordinance by repealing both existing Municipal Code Chapters 14 and 98, and reenacting with a new Municipal Code Chapter 14.

- Plan Commission recommends that Common Council approve the DRAFT Zoning Map by repealing the existing Official Zoning District Map with a new Official Zoning Map.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**C. Recommendation from Plan Commission to Repeal and Reenact the Zoning District Map.**

On December 6, 2022, Common Council discussed the DRAFT Zoning Ordinance and DRAFT Zoning Map.

On November 28, 2022, Plan Commission unanimously recommended approval by a vote of 4-0.

On November 9, 2022., Plan Commission discussed the DRAFT Zoning Ordinance and DRAFT Zoning Map.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**D. Ordinance #22-13 Repealing Chapter 98 Sign Ordinance, Repealing and Reenacting Chapter 14 Zoning Ordinance of the De Pere Municipal Code Including Repealing and Reenacting the Official Zoning District Map.**

The Zoning Ordinance document can be viewed at the following link on the City's website:

https://www.deperewi.gov/egov/documents/1671207822_75994.pdf

ATTACHMENTS:

- Ord22-13 (PDF)

ORDINANCE #22-13

REPEALING CHAPTER 98 SIGN ORDINANCE, REPEALING AND REENACTING CHAPTER 14 ZONING ORDINANCE OF THE DE PERE MUNICIPAL CODE INCLUDING REPEALING AND REENACTING THE OFFICIAL ZONING DISTRICT MAP

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding repealing Chapter 98 (Sign Ordinance), repealing and reenacting Chapter 14 (Zoning Ordinance), and repealing and reenacting the Official Zoning District Map also contained in Chapter 14, of the City of De Pere Municipal Code and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk, having published a Class 2 Notice of Public Hearing regarding such proposed zoning ordinance and official zoning map changes, repeal, and reenactment, and, pursuant thereto, a public hearing having been held on the 20th day of December, 2022 at 7:35 p.m. and the Common Council having heard all interested parties, their agents and/or attorneys;

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

Section 1. Chapter 98 – SIGN ORDINANCE shall be repealed in its entirety and reenacted in Chapter 14 ZONING ORDINANCE. The chapter number 98 shall be reserved for future use.

Section 2. Chapter 14 – ZONING ORDINANCE shall be repealed in its entirety and reenacted with the Chapter 14 – ZONING ORDINANCE as attached hereto and incorporated herein by reference as the final version and form.

Section 3. Section 14-34 Map. shall be repealed in its entirety and reenacted as Section 14-10 Zoning Map. including the “City of De Pere Zoning Map,” all as attached hereto and

incorporated herein by reference as the final version and form, which shall constitute the City's Official Zoning Map. The locations and boundaries are as shown on the attached map entitled "City of De Pere - Zoning Map," dated December 2022, a certified copy of which will be on file in the Office of the City Clerk. The map and all notations, references, data and other information shown thereon are hereby made a part of Chapter 14 as if the same were fully set forth herein. The City Clerk is directed to certify the Zoning Map of the City of De Pere and such certified copy shall remain on file in the Office of the City Clerk.

Section 4. That all other ordinances in conflict herewith are hereby repealed.

Section 5. That this ordinance and the attached Chapter 14 – Zoning Ordinance and City of De Pere Zoning Map incorporated herein by reference as the final version and form shall take effect January 1, 2023.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of December, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee/Commission Approval: 11/28/2022
Publication Date: _____

City of De Pere, Wisconsin

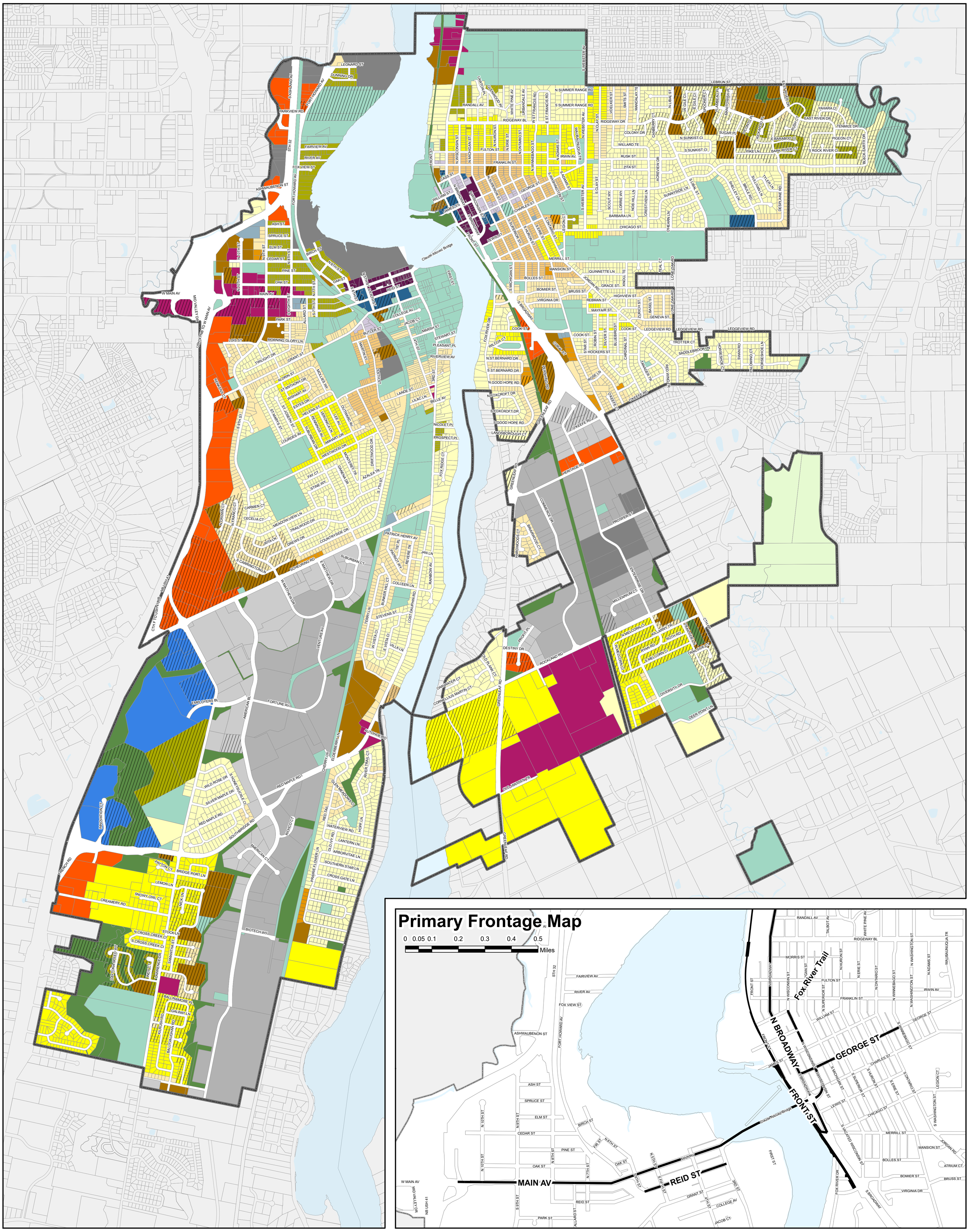
Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**E. Approval of City of De Pere - Zoning Map (December 2022).**

ATTACHMENTS:

- Final Zoning Map for CC Approval (PDF)

City of De Pere - Zoning Map (DRAFT DEC 2022)



DE PERE

City Boundary	R1-60: Single-Dwelling Detached	RM-2 Multi-Unit Districts	GX2: Neighborhood Office-Residential	I: Industrial
Pre-Existing PDD (Prior to Jan 1, 2023)	R1-45:Single-Dwelling Detached	MX1: Downtown Mixed-Use District	O: Office	CON: Conservancy
Parcels	R2-60: Two-Unit	MX2: Neighborhood Mixed-Use District	C: Highway Commercial	PI-1: Neighborhood Public & Institutional District
A:Agricultural	R2-45: Two-Unit	MX3: Corridor Mixed-Use District	BP-1: Business Park 1	PI-2: Campus Public & Institutional District
R1-80: Single-Dwelling Detached	RM-1: Multi-Unit Districts	GX1: Office-Residential Mix District	BP-2:Business Park 2	Water

0 1,250 2,500 5,000 7,500 10,000 Feet

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

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Consideration and possible action on the following Community Service Grant applications:**

The City of De Pere budgets $1,200 annually for Community Service Grant recipients. Applications are solicited and considered twice a year, at the second Council meetings in June and December. No applications were submitted during the first half of the year, so the entire budgeted amount of $1,200 is still available.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**A. Sleep in Heavenly Peace, De Pere chapter - Public Bed Build**

ATTACHMENTS:

- SHP De Pere Public Bed Build_Application (PDF)
- photo1 (PDF)
- photo3 (PDF)

Community Service Grant Application

De Pere, WI

Submitted On:
Nov 18, 2022, 07:08PM CST

Are you applying as an individual or as a group?	Group
Applicant Name	Dan Vermeulen
Group Name	Sleep in Heavenly Peace WI De Pere
Phone Number	920-737-0359
Email	Dan.vermeulen@shpbeds.org
Full Address	**Street Address:** 1367 Crystal Rock Ct **City:** De Pere **State:** WI **Zip:** 54115
Project Title	SHP Public Bed Build
Project Location	Amerilux International 1212 Enterprise Drive, De Pere
Project Description: Provide a brief outline of your project, describing your goals/objectives and your timeline for completion.	Building beds that will be delivered to local kids ages 3-17 who don't have a bed of their own. Community members will gather together on January 28, 2023 to help build 85 beds.
Measurable Objectives: How will your goals and objectives be achieved? What benefits will citizens of the City of De Pere gain from this project?	Our local De Pere chapter of Sleep in Heavenly Peace has delivered over 750 beds since February of 2021. We believe that every child deserves to have a bed of their own. A good night sleep is important to their growth and development and also increases performance in school.
Itemization of Anticipated Expenses: Provide cost estimates associated with the project (award amount not to exceed $600 even if total project costs are higher). Describe all materials that will need to be purchased for the project.	Lumber for bed frames - $6,800 New mattresses. -$7,225 Bedding and pillows. -$3,825 Misc build supplies. -$150 Total cost for 85 beds. -$18,000
If you have any photos/sketches or other documentation that you would like to include with your application, please	8BEADF30-9BFC-49CB-B672-ED085F6FBC9E.jpeg 5C4CDB33-D368-4F28-87F5-B608ED1F1373.jpeg FFFBE060-E151-493D-A4A9-6B95A29FF01E.jpeg DC48CFF8-501E-4079-BBC0-012D617209BE.jpeg AD797F52-55CF-448E-BF2C-6955A77A6A83.jpeg

upload them now.	1D2083CE-A0A3-4AD3-8B85-BEBCB09C4C68.jpeg	1.a
By checking this box I acknowledge that, if selected, my project will adhere to the program as outlined above. No grant funds shall be spent in a fashion outside the scope of the project. No grant funds may be used for alcohol, drugs, or any behavior or activity which is contrary to local ordinances, state statutes, or federal law.	I agree	
Submission Date	11/18/2022	
Signature Data	First Name: Dan Last Name: Vermeulen Email Address: Dan.vermeulen@shpbeds.org  Signed at: November 18, 2022 7:08pm America/Chicago	
User's Session Information	IP Address: 69.23.69.133 Referrer URL:	

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**B. NEW Master Gardeners Association - Locktenders Native Plant Garden at Voyageur Park Riverwalk**

ATTACHMENTS:

- NEW Master Gardeners - Locktenders Native Plant Garden_Application (PDF)
- Map (PDF)
- Tour Guide Information (PDF)

Community Service Grant Application

De Pere, WI

Submitted On:
Nov 25, 2022, 09:40AM CST

Are you applying as an individual or as a group?	Group
Applicant Name	Claudia Schultz
Group Name	Northeastern Wisconsin Master Gardeners Association
Phone Number	920-336-0030
Email	csch5677@gmail.com
Full Address	**Street Address:** 806 North Broadway **City:** De Pere **State:** WI **Zip:** 54115
Project Title	Locktenders Native Plant Garden at Voyageur Park Riverwalk
Project Location	The immediate area surrounding the historic Locktender house. This would be a new planting area that currently consists of trampled turf grass and weeds.
Project Description: Provide a brief outline of your project, describing your goals/objectives and your timeline for completion.	In the summer of 2023, we intend to landscape and plant the immediate area around the historic Locktender house itself. The area consists of about 450 square feet. The current lessee has repaired the steps and patio area of the house, however, there is practically no landscaping present. Between 2015 and 2022 we have planted and replanted 8,300 native plants along the Riverwalk Terrace north and south of the house (please see attached map and tour guide info PDFs). There is an impressive 6,000+ square feet of magnificent plants that bloom from May to November and provide winter interest during the non-growing season. Yet the lack of any landscaping near the house is an obvious detraction to the beauty of the area. We will also use any remaining funds to purchase plants to fill in voices elsewhere along the Riverwalk. Our first objective is to remove the existing turf and weeds. Then as needed, bring in fill and/or good top soil. We'll plant the areas around the house with native plants and add mulch for weed prevention and water retention. We'll add temporary fencing to deter foot traffic. A watering/weeding schedule will be maintained in coordination with other gardening activities along the riverwalk. The new plants will complement the Locktender house and existing native gardens.
Measurable Objectives: How will your goals and objectives be achieved? What benefits will citizens	Our goals and objectives will be achieved when the plants are growing on their own without the need for additional watering. We anticipate that will occur by fall 2023. As we have done for several years, we Master G[illegible]

of the City of De Pere gain from this project?	Volunteers (MGVs) will continue providing education c importance of native plants and pollinators as well as displaying signage and conducting various outreach events. For example, in 2022 we participated in Pollinator Week in June. In July we hosted three tours about native plants and pollinators for UWGB's Lifelong Learning Institute and the Brown County Library. In October, we sponsored our first seed collecting workshop. Attendees learned how to identify and sort seeds. They also collected their own seeds from the gardens and learned about winter sowing methods. The entire garden consists of gorgeous, colorful NATIVE flowers blooming from spring to fall. Citizens of De Pere and many other communities have shown much interest in our project and the MGVs hear many accolades whenever we are working there. People are eager to learn about the benefits of native plant habitats and the fact that ONLY these local natives can provide both host and nectar plants to pollinators. Pollinators are responsible for 85% of the world's flowering plant and vegetables. More than 150 food crops in the US depend on pollinators. However, they are in serious decline due mainly to habitat loss, pesticides, and agricultural practices. We must do everything we can to increase pollinator populations, their food sources, and habitats. Education, outreach, and "leading by example" are the best ways for people to learn what they can do to ensure our pollinators have food and habitats to survive.
Itemization of Anticipated Expenses: Provide cost estimates associated with the project (award amount not to exceed $600 even if total project costs are higher). Describe all materials that will need to be purchased for the project.	We are asking for a $300 grant to purchase 60 native prairie plants, wholesale @ $5.00 each from Stone Silo Prairie, a local De Pere native plant nursery.
If you have any photos/sketches or other documentation that you would like to include with your application, please upload them now.	LT location map.pdf 2022 tour guide info Jul_9 .pdf
By checking this box I acknowledge that, if selected, my project will adhere to the program as outlined above. No grant funds shall be spent in a	

fashion outside the scope of the project. No grant funds may be used for alcohol, drugs, or any behavior or activity which is contrary to local ordinances, state statutes, or federal law.	I agree
Submission Date	11/25/2022
Signature Data	First Name: Claudia Last Name: Schultz Email Address: csch5677@gmail.com  Signed at: November 25, 2022 9:43am America/Chicago
User's Session Information	IP Address: 87.249.134.10 Referrer URL:

Voyageur Park, De Pere.
Entrance at intersection of
N Broadway and William St.





2022 Tours: De Pere Library/LLI Course #68

De Pere Riverwalk & Wildlife Viewing Pier

The De Pere Riverwalk and Wildlife Viewing Pier was a simple concept that turned into a challenging project. A variety of technical, regulatory, and financial challenges needed to be overcome.

In October, 2007, after 10 years of planning, design, and construction, WisDOT replaced the 75-year-old Claude Allouez Bridge over the Fox River in the City of De Pere. As a part of the replacement project, the bridge was relocated upstream of the U.S. Army Corp of Engineers (USACE) dam. It was prior to the old bridge's removal that GRAEF suggested the concept for the Riverwalk project to the City. When time came to move forward, the City elected to work with GRAEF to provide design and construction engineering for this exceptional recreational facility.

Originally, the plan was to use a section of the old bridge piers and footings to support a 600 foot long pedestrian pier over the Fox River, downstream of the USACE dam. Yet, preliminary evaluation suggested that it would be more cost-effective to build and maintain new piers on the existing footings, which the City ultimately decided to do. In addition to the pedestrian pier, the project included a fixed span pedestrian truss bridge, a European-style lift bridge, a raised boardwalk, and a fishing dock.

In early 2007, a group of stakeholders and regulatory agencies held their first meeting to discuss the project. The discussions continued for three years until December 2013, when necessary WDNR approvals were received. In addition to environmental regulatory concerns, the project site included the De Pere Lock and Dam Historic District that is listed on the National Register of Historic Places. All design decisions took the historical resources on the project site into consideration.

The project was constructed in two phases to accommodate a complex construction schedule and available funding sources. The project was ultimately completed in April 2013. The people of De Pere, residents from neighboring communities, and out of town visitors can now enjoy a new recreational facility on the Fox River. A previously difficult to access natural and historical resource is being enjoyed by many!

The De Pere Riverwalk and Wildlife Viewing Pier has transformed the Fox Riverfront in downtown De Pere by bringing the community "into the river" with a series of viewing decks and piers for fishing, sightseeing, and catching and up-close perspective of the rushing Fox River over the De Pere dam. This multi-million dollar project was funded and constructed through a series of partnerships between private individual and corporate donors, public support from the City of De Pere, Fox River Navigational Authority, and the Wisconsin Department of Natural Resources. Completed in 2013, the Riverwalk officially opened to the public in May.

Locktender Native Garden
History and Statistics, 2015-2022

July 9, 2022 **(2022 updates in red font)**

Quick Facts	
Dimensions of gardens **Roughly ~6,000 ft²**	South Garden 300 x10 ft- 3,000 ft² North Garden 100x12 ft - 1,200 ft² Rock Garden ~250 ft² Canal Garden ~430 ft² Mulva Garden ~1,000 ft²
1 plant/sq ft	General Planting pattern
100	Number of different plant species
~8,300	~Number of total plants
12-15	Master Gardener Volunteers (MGV) working on project every year
500	Total MGV hours per year
3 to 1	Ratio of plants purchased to plants grown from seed by MGVs
95% $3	plants purchased from Stone Silo Prairie, Ledgeview average cost of each purchased plant
City of De Pere Parks Department	**Greatest partner and in-kind services provider!**
~$13,760	Grants received

South Garden	
2015 **First planting** 2016	2015 Agrecol mat and plantings on two sections Cover crops Rye, Wheat, Buckwheat on remaining two sections 2016 plantings in cover cropped areas. Total 3000 plants
2018 US ACE	2018/2109 Fall/winter: repair of earthen dam, reseed with grass (total deletion/destruction of South Garden)
Second planting	2019 first third 100'x10' (with 500 plants saved before US ACE repair of earthen dam = 1000 plants 2020 no planting due to Corona Pandemic 2021 second third = 1000 plants **2022 third third = 250 plants (tarped area in 2021)**

North Garden 2016-17	2016 south end + buckwheat cover crop 2017 north end finished 1000'x13' = 1300 plants

Mulva Garden 2018 2022	planted entire 1000 ft² – 1000 plants added 50+ plants, removed yellow hyssop

Rock Garden 2019	planted 250 ft^2 – 250 plants mostly excess plants from "saved" south garden area, and from Neville Museum project

Canal Garden 2021 newest addition mixed cultivars and natives	MGV Artist designed pattern Planted 3 beds, entire 430 ft^2 – 305 plants

Total grants/funding received 2016-2021 **2022**	Master Gardeners /WIMGA City De Pere Parks DP Community Service Grant Fox River Navigational Authority Thrivent Grant TOTAL	$ 6,080 (5,280/$800) **$400/$400** $ 4,730 ($3K for Mulva) **$300** $ 1,200 $ 1,500 $ 250 **$13,760**

Education activities	
One-on-one	MGVs hear many accolades whenever working there. Q/A about specific plants and generalities about the gardens. People are eager to learn about the benefits of native plants
Open houses	Monarch tagging, quizzes/prizes, plant Id, weed Id, info about plants and pollinators, medicinal value of natives
Tours	Mini-tours during open houses, LLI first one on 2021
presentations	LLI, Brown County Libraries
pollinators	Responsible for 85% of the world's flowering plant and vegetables. More than 150 food crops in the US depend on pollinators. in serious decline due mainly to habitat loss, pesticides, and agricultural practices
Native plants	bloom from early May to November hosts, habitats, pollen and nectar for pollinators.

Lessons Learned	Some natives not well behaved, seed out, spread quickly ACOE wants smaller plants to be able to observe ground/soil conditions Deadheading provides second bloom Dead/dried standing vegetation also attractive in winter Grassy border/lights add suburban "curb appeal" Maintenance still needed! Invasives/common weeds are a constant threat

Misc	Locktender house owned by FRNA, leased to "three dam guys" 25 years Housed Kavarna coffee shop 2017 EVERYTHING is hauled in by hand or cart

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**C. De Pere VFW Post 2113 - Beautification of Central Veteran Sites**

ATTACHMENTS:

- De Pere VFW Post 2113 - Beautification of Central Veteran Sites_Application (PDF)
- Mt Olivet Honor Guard Ceremony (PDF)
- De Pere VFW Post 2113 - Beautification of Central Veteran Sites_Photos (PDF)

CAREY DAHLEN

City of De Pere
NOV 29 2022
Clerk's Office

Community Service Grant Application

City Clerk's Office | 335 S. Broadway | 920-339-4050

APPLICANT INFORMATION	
Applicant Name	RANDY HANSEN
Group Name (if applicable)	DE PERE VFW POST 2113
Phone Number	920-639-6996
Email	RdHANSEN@mindspring.com
Address	P.O. Box 5604, DE PERE WI 54115-5604

PROJECT INFORMATION	
Project Title	Flowers (BEAUTIFICATION) @ CENTRAL VETERAN sites
Project Location	GREENWOOD CEMETERY - MT. OLIVET CEMETERY - MOUNT CALVARY CEMETERY - VFW PARK - LEGION PARK

Project Description: Provide a brief outline of your project, describing your goals/objectives and your timeline for completion EACH CEMETERY IN DE PERE HAS A CENTRAL grave site HONORING All VETERANS buried IN THOSE CEMETERIES plus LEGION PARK AND VFW PARK have sites/monuments All City OF DE PERE VETERANS. This project involves members of the DePere VFW POST 2113 AND its Auxiliary purchasing flowers (ANNUALS) from Willems Nursery for PLANTING. The flowers would be purchased the 1st week of MAY 2023 AND planted (WEATHER PERMITTING) the 2nd week of MAY in time for the MEMORIAL DAY ACTIVITIES (MAY 29, 2023) AT EACH LOCATION.

Measurable Objectives: How will your goals and objectives be achieved? What benefits will citizens of the City of De Pere gain from this project?

The GOALS AND objectives will be achieved AS the planted flowers will honor All City OF DE PERE VETERANS AT each LOCATION. AS each and every citizen of De Pere WALKS, drives OR moves PAST these CENTRAL VETERAN LOCATIONS their increased AWARENESS OF these sites SHOW that these VETERANS ARE truly honored AND supported for their SACRIFICES to their country, their community of De Pere AND their families

Itemization of Anticipated Expenses: Provide cost estimates associated with the project (award amount not to exceed $600 even if total project costs are higher). Describe all materials that will need to be purchased for the project

We estimate the TOTAL COST OF this VETERANS BEAUTIFICATION project will be $90.00 WORTH OF FLOWERS (ANNUALS) AT each LOCATION x the five LOCATIONS = $450.00 TOTAL COST

GENERAL INFORMATION

The grant application deadline is June 1 or December 1 each year. The City Council will evaluate the proposal(s) received in order to select recipient(s) at the second Council meeting in the month of the award.

All grant applications must be submitted to the City Clerk's office on or before the grant deadline to be considered.

The following criteria will be used to evaluate each proposal:

1. Contribution to public safety
2. Contribution to community awareness
3. Improvement to community infrastructure
4. Creativity of proposal
5. Enhancement of the aesthetic quality of the City
6. Contribution to City culture or an overall sense of community

TERMS AND CONDITIONS

☒ By checking this box I acknowledge that, if selected, my project will adhere to the program as outlined above. No grant funds shall be spent in a fashion outside the scope of the project. No grant funds may be used for alcohol, drugs, or any behavior or activity which is contrary to local ordinances, state statutes, or federal law.

Signature

11/28/2022
Date



Mount Olivet Cemetery central veterans grave site honoring All veterans buried here. Pictured are the De Pere VFW Post 2113 Honor Guard conducting honoring ceremony on a past Memorial Day. All cemeteries in De Pere have a equal / similar central veterans grave site.



Mount Olivet cemetery central veterans grave site with the De Pere VFW Post 2113 honor guard conducting honoring services at a past Memorial Day activity.



Greenwood Cemetery



Mt Olivet Cemetery



Mt Calvary Cemetery



Legion Park



VFW Park

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**D. Lovin' the Skin I'm In - hair care products drive for families of color experiencing homelessness**

ATTACHMENTS:

- Lovin' The Skin I'm In_Application (PDF)

Community Service Grant Application

De Pere, WI

Submitted On:
Dec 9, 2022, 09:20AM CST

Are you applying as an individual or as a group?	Group
Applicant Name	Rhonda Chandler
Group Name	Lovin The Skin I"m In
Phone Number	704-258-1563
Email	lovinmyskinwi@gmail.com
Full Address	**Street Address:** 435 N. Broadway Street Ste A3 **City:** DEPERE **State:** WI **Zip:** 54115
Project Title	Providing hair care products to families of color who are experiencing homelessness.
Project Location	Foxview Intermediate/De Pere
Project Description: Provide a brief outline of your project, describing your goals/objectives and your timeline for completion.	Students from Foxview Intermediate and the community will assist in obtaining hair care products to donate to families of color who are experiencing homelessness. The goal is to form community about an important cause and provide education around the Crown Act.
Measurable Objectives: How will your goals and objectives be achieved? What benefits will citizens of the City of De Pere gain from this project?	Our plan is to reach out to local shelters i.e. Golden House, House of Hope, Freedom House to identify the needs of the population served. We will identify plant based hair care products for the families to purchase, contact the companies who make the product to ask about partnerships/collaborations. The students will have subgroups to handle various tasks, the goal is to complete the project by the end of the school year. During this time students will provide education to their peers about service/giving back in the community, the Crown Act and Homelessness in our area.
Itemization of Anticipated Expenses: Provide cost estimates associated with the project (award amount not to exceed $600 even if total project costs are higher). Describe all materials that will need to be purchased for the project.	Due to the various types of hair care products, costs vary. Shampoo $14.99 x 15 bottles = $224.85 Conditioner $14.99 x 15 bottles = $224.85 Moisturizer $10.99 x 15 = $164.85

By checking this box I acknowledge that, if selected, my project will adhere to the program as outlined above. No grant funds shall be spent in a fashion outside the scope of the project. No grant funds may be used for alcohol, drugs, or any behavior or activity which is contrary to local ordinances, state statutes, or federal law.	I agree
Submission Date	12/09/2022
Signature Data	First Name: Rhonda Last Name: Chandler Email Address: lovinmyskinwi@gmail.com  Signed at: December 9, 2022 8:58am America/Chicago
User's Session Information	IP Address: 174.103.204.57 Referrer URL:

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Recommendation from the License Committee on the request by Kayla Mallo to appear before the License Committee regarding denial of her Operator Application.**

ATTACHMENTS:

- Kayla Mallo Denial Letter and Request for Appeal Hearing 12_20_22 (PDF)

CITY OF DE PERE

335 South Broadway, De Pere, WI 54115 | www.de-pere.org

October 13, 2022

Kayla Mallo

Re: Operator License Application

Dear Ms. Mallo:

After review, your application for an Operator's License has been denied based upon the guidelines established by the City's License Committee. Specifically, your record includes two convictions within the past seven years which substantially relate to the licensed activity (Guideline #3 – see attached).

State law provides you with the right for an opportunity to show the License Committee and Common Council that you are rehabilitated and fit to hold an operator's license for the sale of alcohol beverages. Section 111.335(4)(d) of the Wisconsin Statutes identifies the types of evidence you might use to show rehabilitation and fitness to hold the license. If you wish to be given an opportunity to show your rehabilitation/fitness for a license, please submit a **written request** to the City Clerk's office within 30 days of the date of this letter to schedule your appearance before the License Committee.

If you request an appearance before the License Committee you will receive a notice in the mail indicating when you are scheduled to appear. If you have any questions, you can reach our office at 339-4050.

Sincerely,

Carey E Danen

Carey Danen
Municipal Clerk

cc: file

City of De Pere
NOV 1 1 2022
Clerk's Office

To whom it may concern,

I recently applied for an operator's License for the city of De Pere. I received a notice from you dated Oct. 13th, 2022 stating that I was denied. I would like to request an appearance before the license committee.

I have been working in the resteraunt/service industry for the past 8 years and it is my main source of income.

I look forward to the opportunity to present to the committee the progress that I have made to show fitness for a license.

Thank you for your consideration in this matter. If any additional information is needed I am happy to provide.

Kayla Mallo

Kayla Mallo 11/9/22

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Recommendation of Finance/Personnel Committee to Deny Waiver of Fees Issued under De Pere Municipal Code Section 74-10 for Destruction of Noxious Weeds at 2348 Indy Court.**

This item was brought before the Finance Personnel/Committee for consideration at its meeting on December 13, 2022. City Attorney, Tony Wachewicz, explained that Section 74-10 of the De Pere Municipal Code does not currently allow for waiver of fees and would require a revision to the ordinance in order to do so. The Committee voted unanimously to deny this request.

ATTACHMENTS:

- Finance memo for 2348 Indy Ct request to waive fee 11-23-22 (PDF)

CITY OF DE PERE
MEMO

To: Finance/Personnel Committee
From: Don Melichar
Date: November 23, 2022

RE: **Consideration and Possible Action on Request from 2348 Indy Ct and Alderperson Raasch to Waive Fees Issued under 74-10 for Destruction of Noxious Weeds**

Alderperson Raasch, in conjunction with the resident from 2348 Indy Ct, has requested the fee of $150 plus administrative fees be waived for a violation of ordinance 74-10.

A concern was called in to our office regarding said address on 8-8-22. After inspection on the same date, it was determined that the property was in violation of the City's ordinance due to long grass/weeds on both the side of the home and the entire rear of the home. As is policy, a letter was sent to the property owner giving them 7 days to remedy the situation. Upon re-inspection of the property on 8-24-22, none of the areas had been cut, nor had any attempt been made to do so. At that point, the City's contractor was contacted to come out and cut/trim and harvest (if needed) the property within 3 working days. On 8-25-22, Lizer Landscape went to the property and addressed the request. Their charge for addressing the property was $150 (2.5 hrs x $60/hour). The City also charges a state allowable administrative fee of $125 for a total for this property of $275. Typically, an invoice is sent to the property owner after the property is cut, but this invoice has been delayed until resolution of this request.

Please contact me if you have any questions.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**Information Technology**
FROM:	**Steve Massey**
SUBJECT:	**Recommendation of Finance/Personnel Committee to Approve IT Cybersecurity Software Contract**

ATTACHMENTS:

- Mayor and F-P - Approval of IT Cybersecurity Software Contract (DOCX)
- City of De Pere Quote 9-19-22 sbPAM(PDF)
- City of De Pere Quote 12-5-22 PolicyPak (PDF)

CITY OF DE PERE
MEMO

To: Mayor James Boyd
Finance/Personnel Committee Members
From: Steve Massey, City IT Director
Date: December 7, 2022
RE: Approval of IT Cybersecurity Software Contract

IT cybersecurity is critical to the successful daily operations throughout the city. As the cyber threat landscape evolves so must our cyber defense strategy. Our most vulnerable targets are the people and endpoints interacting with the public daily. To augment our existing cybersecurity strategy, I recommend implementing privilege access management (PAM) and least privilege management (LPM) software on city owned computers. Many cybersecurity insurance providers are requiring PAM and/or LPM to qualify for renewal.

I have reviewed multiple vendors solutions and based on cost, features and existing vendor relationship I'm seeking the approval of NetWrix sbPAM and NetWrix PolicyPak for a 3-year subscription billed annually. The cost of NetWrix sbPAM is $2,829 annually. The cost of NetWrix PolicyPak is $4,569 annually. The total cost for both software subscriptions is $7,398 annually. Going with a 3-year subscription locks in the annual price for the term of the contract. Funding will come from the 2022 adopted IT budget. Funding for future years will be included in the annual budget process.

SDM



Price Quote

Pricing information for your selected Netwrix products and services, order form, and terms and conditions.

netwrix

PRICE QUOTE

QUOTE # Q-26844
DATE: 9/19/2022
EXPIRATION DATE: 12/30/2022

IMPORTANT:
Please send this quote to your purchasing specialist **or** use instructions on the bottom to send order.

Currency: USD
Payment Terms: Net 30
Billing Frequency: Annual

Netwrix Corporation
Corporate HQ: 300 Spectrum Center Dr, Ste 200, Irvine, CA 92618

Remittance Address: PO BOX 2081, Dublin, Ohio 43017

W-9: https://www.netwrix.com/W-9
Phone: (949) 407-5125
Fax: (201) 490-8841

E-mail: alex.shahlaie@netwrix.com
Web: https://www.netwrix.com

TO:
City of De Pere, Steve Massey, smassey@mail.de-pere.org, 9203283326

Software delivered electronically is subject to sales tax which will be calculated at the time of order processing. If your organization is exempt from sales tax, your accounting department will have to provide an exemption certificate.

Description	UNIT	QTY	LIST UNIT PRICE	DISC (%)	NET UNIT PRICE	TOTAL
NW-S-SBPAM-KIT Netwrix SbPAM (Starter Kit) - Subscription period: 12/30/2022 through 12/29/2025 36 Months	Fixed	1	USD 8,487.25	0	USD 6,362.25	USD 8,487.25

Included Products
JumpStart - Netwrix SbPAM

Quote Total **USD 8,487.25**

Notes:

HOW TO PLACE AN ORDER:

- **Signed Order Form:** Fill out and sign the Order Form below.
- **Purchase Order:** Use your standard form and attach below.
- **Payment:** Pay the invoice issued by Netwrix that references this Quote.

ACCEPTED METHODS OF PAYMENT :

- **Credit Card:** Orders equal to or less than $5,500 may be paid by credit card.
- **Bank Transfer:** Any Order may be paid according to the wiring instructions provided on the invoice issued by Netwrix.

Netwrix Corporation Software License Agreement: www.netwrix.com/EULA
QUESTIONS OR FEEDBACK? Please contact the sales representative below
Quote prepared by: Alex Shahlaie, alex.shahlaie@netwrix.com, x
NOTE: If the following page is left blank it is due to an optional PO attachment requirement by DocuSign.

netwrix

ORDER FORM

QUOTE # Q-26844
PO#:

DATE:

Payment Terms: Net 30
Billing Frequency: Annual

Company name:

Licensee:

Billing Address	Billing Contact*
Street Address:	First Name:
City/Town:	Last Name:
State/Province:	Email:
Postal Code:	Phone:
Country:	Fax:

Shipping Address	Account Department Contact**
Street Address:	First Name:
City/Town:	Last Name:
State/Province:	Email:
Postal Code:	Phone:
Country:	Fax:

Send license code to (email) :

Licensee represents and warrants to Netwrix that (i) the person signing this Order Form has the authority to sign on behalf of Licensee, (ii) these terms (including the delivery terms and conditions) and the terms of the Netwrix Corporation End User License Agreement available at www.netwrix.com/EULA are binding on Licensee, and (iii) Netwrix is authorized to invoice Licensee for the specified amount on the specified payment terms. Licensee and Netwrix agree that electronic signatures included in this Order Form are intended to authenticate this writing and to have the same force and effect as manual signatures.
Authorized signature:

Title:

Date:

*Billing Contact - the person who approves this order so it could be processed and sent to the accounting department (e.g. Approver, Buyer)
**Accounting Department Contact - the person who will process payment for the PO/Invoice (could be the same as Billing Contact)

FURTHER STEPS:

- Fax to (201) 490-8841 send to OR alex.shahlaie@netwrix.com
- Invoice will be generated and sent to billing contact person
- License code will be sent to you by email

netwrix

DELIVERY TERMS

QUOTE # Q-26844

This quotation may be accepted to form a binding contract upon any one of the following options:

- Signature and sent to Netwrix Corporation for the items listed in this quote;
- Issuance of a purchase order to Netwrix Corporation referencing this quote;
- Payment of the Invoice that references this quote.

Licensee agrees that the software products mentioned on this quotation and/or corresponding invoices will be electronically delivered by Netwrix Corporation. Netwrix is under no obligation to (i) provide physical shipment of any (a) software products or (b) updates or upgrades to the software products to which Licensee is entitled under maintenance, or (ii) deliver any other information on physical media.

The fees quoted by Netwrix may or may not include sales and/or use taxes. If such tax is applicable despite Netwrix electronic delivery, Licensee shall be responsible for any such taxes resulting from the purchase of Netwrix products. Any taxes stated on the quote are an estimate only and any taxes owed to Netwrix will be stated on the invoice.

Netwrix Software License Agreement and any service agreements supersede other terms and conditions in any customer forms, including without limitation, terms and conditions contained on any purchase order or other form delivered to Netwrix, even if signed.

** For the avoidance of doubt, if a product is given away at no charge during the initial contract period; at the first and all subsequent renewal of that contract, a charge for ongoing maintenance and support for that product will be calculated at the current MSRP.

Each subscription is for the length of time specified (the “Subscription Term”) above, or, when not specified, beginning on the date of delivery of the Software and ending on the expiration of such length of time. The fees stated above are for the entire Subscription Term and Licensee agrees that it has a non-cancelable commitment to pay all such subscription fees in accordance with the specified payment terms. If Netwrix agrees to invoice Licensee annually for each annual subscription period, then such fees will be prorated (each, an “Annual Subscription Fee”) and each Annual Subscription Fee will be invoiced prior to the beginning of each annual period.

LATE FEES: Administration fee of 1.5% per month will be added if not paid by due date. Collection fee of 30% will be added if turned over to a collection agency.

Netwrix Corporation Software License Agreement: www.netwrix.com/EULA
QUESTIONS OR FEEDBACK? Please contact the sales representative below.
Sales person: Alex Shahlaie, , alex.shahlaie@netwrix.com

QUOTE # Q-26844

$ Payment by wire/ACH in full.

Electronic funds transfer should be made to the Netwrix Corporation Bank Account specified in the invoice issued by the Netwrix Accounting Team.
All Bank fees assessed must be paid by the Customer. Do not allocate fees against the total invoiced amount. Only payments received in full per the invoiced total will be processed.

$ Payment by check in full.

Checks should be mailed to the Netwrix Corporation Billing Address specified on the invoice issued by Netwrix Accounting Team. All checks should be made payable to the Netwrix Corporation.

WHAT ARE THE PAYMENT TERMS?

Payment terms are determined by your dedicated Netwrix Account Manager.

All invoices are issued in USD currency. All payments require USD; exceptions are made only through Netwrix Corporation VP of Operations approval.



Price Quote

Pricing information for your selected Netwrix products and services, order form, and terms and conditions.

PRICE QUOTE

QUOTE # Q-27684
DATE: 12/5/2022
EXPIRATION DATE: 12/30/2022

IMPORTANT:
Please send this quote to your purchasing specialist **or** use instructions on the bottom to send order.

Currency: USD
Payment Terms: Net 30
Billing Frequency: Annual

Netwrix Corporation
Corporate HQ: 6160 Warren Parkway, Ste. 100, Frisco, TX 75034

Remittance Address: Netwrix Corporation Dept LA 25338, Pasadena, CA 91185-5338, USA

W-9: https://www.netwrix.com/W-9
Phone: (949) 407-5125
Fax: (201) 490-8841

E-mail: alex.shahlaie@netwrix.com
Web: https://www.netwrix.com

TO:
City of De Pere, Steve Massey, smassey@mail.de-pere.org, 9203283326

Software delivered electronically is subject to sales tax which will be calculated at the time of order processing. If your organization is exempt from sales tax, your accounting department will have to provide an exemption certificate.

Description	UNIT	QTY	LIST TOTAL	DISC (%)	TOTAL
PP-S-PROF-BUNDLE PolicyPak Professional period: 1/31/2023 through 1/30/2026 36 Months		210.00	USD 17,136.00	20.00	USD 13,708.80

Included Paks
Least Privilege Security Complete Pak - Subscription

Quote Total **USD 13,708.80**

Notes: Netwrix will bill annually as follows:

Year 1: $4,569.33
Year 2: $4,569.33
Year 3: $4,569.33

Total billed over 3 Years: $13,708

HOW TO PLACE AN ORDER:

- **Signed Order Form:** Fill out and sign the Order Form below.
- **Purchase Order:** Use your standard form and attach below.
- **Payment:** Pay the invoice issued by Netwrix that references this Quote.

ACCEPTED METHODS OF PAYMENT :

- **Credit Card:** Orders equal to or less than $5,500 may be paid by credit card.
- **Bank Transfer:** Any Order may be paid according to the wiring instructions provided on the invoice issued by Netwrix.

Netwrix Corporation Software License Agreement: www.netwrix.com/EULA
QUESTIONS OR FEEDBACK? Please contact the sales representative below
Quote prepared by: Alex Shahlaie, alex.shahlaie@netwrix.com, x
NOTE: If the following page is left blank it is due to an optional PO attachment requirement by DocuSign.

netwrix

ORDER FORM

QUOTE # Q-27684
PO#:

DATE:

Payment Terms: Net 30
Billing Frequency: Annual

Company name:

Licensee:

Billing Address	Billing Contact*
Street Address:	First Name:
City/Town:	Last Name:
State/Province:	Email:
Postal Code:	Phone:
Country:	Fax:

Shipping Address	Account Department Contact**
Street Address:	First Name:
City/Town:	Last Name:
State/Province:	Email:
Postal Code:	Phone:
Country:	Fax:

Send license code to (email) :

Licensee represents and warrants to Netwrix that (i) the person signing this Order Form has the authority to sign on behalf of Licensee, (ii) these terms (including the delivery terms and conditions) and the terms of the Netwrix Corporation End User License Agreement available at www.netwrix.com/EULA are binding on Licensee, and (iii) Netwrix is authorized to invoice Licensee for the specified amount on the specified payment terms. Licensee and Netwrix agree that electronic signatures included in this Order Form are intended to authenticate this writing and to have the same force and effect as manual signatures.
Authorized signature:

Title:

Date:

*Billing Contact - the person who approves this order so it could be processed and sent to the accounting department (e.g. Approver, Buyer)
**Accounting Department Contact - the person who will process payment for the PO/Invoice (could be the same as Billing Contact)

FURTHER STEPS:

- Fax to (201) 490-8841 send to OR alex.shahlaie@netwrix.com
- Invoice will be generated and sent to billing contact person
- License code will be sent to you by email

netwrix

DELIVERY TERMS

QUOTE # Q-27684

This quotation may be accepted to form a binding contract upon any one of the following options:

- Signature and sent to Netwrix Corporation for the items listed in this quote;
- Issuance of a purchase order to Netwrix Corporation referencing this quote;
- Payment of the Invoice that references this quote.

Licensee agrees that the software products mentioned on this quotation and/or corresponding invoices will be electronically delivered by Netwrix Corporation. Netwrix is under no obligation to (i) provide physical shipment of any (a) software products or (b) updates or upgrades to the software products to which Licensee is entitled under maintenance, or (ii) deliver any other information on physical media.

The fees quoted by Netwrix may or may not include sales and/or use taxes. If such tax is applicable despite Netwrix electronic delivery, Licensee shall be responsible for any such taxes resulting from the purchase of Netwrix products. Any taxes stated on the quote are an estimate only and any taxes owed to Netwrix will be stated on the invoice.

Netwrix Software License Agreement and any service agreements supersede other terms and conditions in any customer forms, including without limitation, terms and conditions contained on any purchase order or other form delivered to Netwrix, even if signed.

** For the avoidance of doubt, if a product is given away at no charge during the initial contract period; at the first and all subsequent renewal of that contract, a charge for ongoing maintenance and support for that product will be calculated at the current MSRP.

Each subscription is for the length of time specified (the “Subscription Term”) above, or, when not specified, beginning on the date of delivery of the Software and ending on the expiration of such length of time. The fees stated above are for the entire Subscription Term and Licensee agrees that it has a non-cancelable commitment to pay all such subscription fees in accordance with the specified payment terms. If Netwrix agrees to invoice Licensee annually for each annual subscription period, then such fees will be prorated (each, an “Annual Subscription Fee”) and each Annual Subscription Fee will be invoiced prior to the beginning of each annual period.

LATE FEES: Administration fee of 1.5% per month will be added if not paid by due date. Collection fee of 30% will be added if turned over to a collection agency.

Netwrix Corporation Software License Agreement: www.netwrix.com/EULA
QUESTIONS OR FEEDBACK? Please contact the sales representative below.
Sales person: Alex Shahlaie, , alex.shahlaie@netwrix.com

QUOTE # Q-27684

$ Payment by wire/ACH in full.

Electronic funds transfer should be made to the Netwrix Corporation Bank Account specified in the invoice issued by the Netwrix Accounting Team.
All Bank fees assessed must be paid by the Customer. Do not allocate fees against the total invoiced amount. Only payments received in full per the invoiced total will be processed.

$ Payment by check in full.

Checks should be mailed to the Netwrix Corporation Billing Address specified on the invoice issued by Netwrix Accounting Team. All checks should be made payable to the Netwrix Corporation.

WHAT ARE THE PAYMENT TERMS?

Payment terms are determined by your dedicated Netwrix Account Manager.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Recommendation from Finance/Personnel Committee to Approve the 2023 Classification and Compensation Appeal Recommendation.**

ATTACHMENTS:

- Memo to Council -Appeals (PDF)

CITY OF DE PERE
MEMO

To: Members of the Common Council

From: Shannon Metzler, Human Resources Director

Date: December 13, 2022

RE: Recommendation and Possible Action to approve the 2023 Classification and Compensation Appeal Recommendations

Note: At the December 13, 2022, Finance/Personnel Committee the below recommendation was approved unanimously.

On August 16, 2022, the City Council approved the 2023 Classification and Compensation Study recommendations. As part of the study, after it was approved by Council, employees had the opportunity to file for an appeal if they felt their position was not appropriately classified. We had three appeals that the consultant, Baker Tilly, reviewed. There were two positions, Engineering Senior Technician (4 impacted employees) and an Administrative Assistant in the Fire Department, that the consultant determined based on the additional information provided, should be increased. We are recommending increasing the Engineering Senior Technician one pay grade, from pay grade J to pay grade K and increasing the Fire Department Administrative Assistant one pay grade, from pay grade G to pay grade H. We are also recommending changing the title of the Administrative Assistant in the Fire Department to Executive Assistant.

As was approved as part of the compensation study recommends, employees in the affected positions will receive the step closest to their current salary without a decrease. The cost of the increase for both positions is $3,983.12 including benefits. $3,363 is being requested to pay paid for from unassigned reserves. The remaining $619 will be charged to utilities.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Recommendation from Finance/Personnel Committee to End Emergency Paid Leave Time for COVID-19 Absences.**

ATTACHMENTS:

- Memo to End Covid Pay (PDF)

CITY OF DE PERE
MEMO

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
Date: December 13, 2022

RE: Recommendation and Possible Action to End Emergency Paid Leave Time for COVID-19 Absences

Note: At the December 13, 2022, Finance/Personnel Committee the below recommendation was approved unanimously.

In September of 2021, employees that provided proof of COVID-19 vaccination were awarded with 80 hours (96 hours for Fire) of paid leave time for the below situations. This leave was approved until terminated by the City Council.

- The employee is exhibiting symptoms of COVID-19 or has COVID-19
- Someone in the employee's household is exhibiting COVID-19 symptoms or has COVID-19
- The employee or someone in the employee's household has been directly exposed to COVID-19 and the employee has to miss work

At this time, we are requesting that the emergency paid leave time be discontinued. COVID-19 cases have decreased since the leave time was approved as well as the length of the quarantine period has been significantly reduced. Additionally, employees earn 8 hours (20 hours for Fire) per month of sick leave that can be used when missing work for an illness.

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

Thank you.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Ordinance #22-14 Amending Chapter 94 and Creating Sections 94-13 and 94-15 of the De Pere Municipal Code Regarding Building and Property Maintenance Code.**

The proposed Amendments to Chapter 94 were approved unanimously by the Finance/Personnel Committee at its meeting on December 13, 2022.

ATTACHMENTS:

- Ord22-14 (PDF)
- Building Property Maintenance Code Update Memo (PDF)
- Ord22-XX Amending Chapter 94 (PDF)

ORDINANCE #22-14

AMENDING CHAPTER 94 AND CREATING SECTIONS 94-13 AND 94-15 OF THE DE PERE MUNICIPAL CODE REGARDING BUILDING AND PROPERTY MAINTENANCE CODE

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

SECTION 1. Section 94-11. – **Roominghouses.***,* is hereby amended to fix an error in formatting by removing the italics from the numbering of subparagraph (5) thereof, so that it reads (5) [with no italics].

SECTION 2. The following section shall be created as a new Section 94-13:

Sec. 94-13. Inspection Service Fees.

(1) The owner may be assessed a separate inspection service fee for any violation of this section if the violation continues to exist after the first inspection and any written order. This inspection service fee shall be in addition to any other fees or special charges authorized by this Municipal Code. Inspection service fees may be placed as a special charge against the property as allowed by statute without further notice if they remain unpaid thirty days after an invoice is mailed to the owner's last known address.
(2) The fee and subsequent fees referred to in this section shall be established by the Common Council and may from time to time be modified by Resolution. A schedule of the fees established by the Common Council shall be available for review in the administering authority office, City Hall*,* 335 South Broadway Street, De Pere, Wisconsin.

SECTION 3. Current Section 94.13. **Emergency situations.**, shall be renumbered as "Sec. 94-14," and amended by repealing "the provisions of Wis. Stats. § 66.435(4)(a)" and replacing it with "law."

SECTION 4. The following section shall be created as a new Section 94-15:

Sec. 94-15. Special Inspection Warrants.:

An inspector may apply for a special inspection warrant issued under this section and consistent with the provisions of Wis. Stat. § 66.0119. Except in cases of emergency where no special inspection warrant may be required, special inspection warrants may be obtained for the inspection of personal or real properties which are not public buildings or for inspection of portions of public buildings which are not open to the public only upon showing that consent to entry for inspection purposes has been refused.

SECTION 5. Current Section 94.14. **Condemnation of unsafe and unfit dwellings and dwelling units.**, shall be renumbered as "Sec. 94-16," and further amended by replacing the word "shall" with "may" and replacing "Wis. Stats. § 66.05" with "Wis. Stat. § 66.0413" in Subsection (3).

SECTION 6. Current Section 94.15. **Maintenance of non-dwelling structures, fences and premises.**, shall be renumbered as "Sec. 94-17."

SECTION 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall take effect on January 1, 2023.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of December, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Review: 12/13/2022
Publication Date: _____

CITY OF DE PERE
Building Inspection
335 South Broadway, De Pere, WI 54115 | 920-339-4053 | www.deperewi.gov

City of De Pere
Building Inspection Division Memo

To: Finance/Personnel Committee
From: Dennis Jensen, Senior Building Inspector
Date: November 29, 2022
Subject: Municipal Code Revisions to Chapter 94 Building and Property Maintenance Code

The existing Chapter 94 Building and Property Maintenance Code shall be revised and sections renumbered and added thereto regarding Code Sections 94-13 through 94-17. Section 94-13, "Inspection Service Fees", shall be added to the Code. The impetus of the Service fee is structured as an inspection fee to defray administration time and recurring field inspections tied to the applicable municipal code(s) chapter. The Building Inspection Division receives nearly two hundred complaints annually requiring a substantial amount of staff time from receiving the complaint, administrative tasks, inspections, written orders, and re-inspections to gain compliance. Often there are consecutive inspections and violation orders that require staff time with no compensation. The Service fee is another added layer for municipal code compliance, which may serve other departments in their enforcement where frequent violations to a property exist. A Service fee would be issued to the property owner upon the second inspection and consecutive inspections. If the fee goes unpaid after thirty days, the Service fee will be charged as a special impost to the property. It is in the best interest of the City and the Building Inspection Division to have a robust Building and Property Maintenance Code and Nuisance Code system in place and to be compensated for repetitive inspections and violation orders. Sections 94-14 - 94-17 have been re-numbered, amended or created to better reflect and refer to the language in the state statutes for the appropriate sections.

Chapter 94 BUILDING AND PROPERTY MAINTENANCE CODE[1]

Sec. 94-1. Purpose and scope of chapter.

The purpose of the building and property maintenance code is to protect the public health, safety and welfare of the people of the city by:

(1) Establishing minimum standards governing the condition and maintenance of buildings and other structures, either occupied or unoccupied and exterior properties.

(2) Establishing the responsibilities of owners and occupants for the maintenance of the prescribed minimum standards.

(3) Providing the means of administering and enforcing such minimum standards.

This code shall apply to all buildings, including single-family, two-family, multiple-family dwellings; roominghouses, commercial buildings/industrial, and to the property on which they are located, and to all structures that are accessory to such buildings. It is hereby found and declared that the buildings and property that have become or are becoming dilapidated, neglected, overcrowded with occupants, fire hazards, vermin infected, unsanitary, or otherwise unfit for human habitation, jeopardize and are detrimental to the health, safety, morals and welfare of the residents of the community, and the prevention of the occurrence of such condition is in the best interests of the citizens of the community.

(Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory structure means a detached building or structure not used as a dwelling, residential or commercial building, and which is located on the same parcel.

Adequate means adequate as determined by the inspector under the regulations of this chapter or adequate as determined by an authority designated by law or this chapter. "Adequately" shall mean the same as adequate.

Approved means approved by, or in accordance with, the regulations of the housing code, enforced and interpreted by the city building inspector.

Basement means that portion of a building that is partly above grade which has more than one-half its height measured from floor to ceiling above the average finished grade of the ground adjoining the building.

[1]Editor's note(s)—Ord. No. 17-24, § 1, adopted December 5, 2017, repealed the former Ch. 94, §§ 94-1—94-13, and enacted a new Ch. 94 as set out herein. The former Ch. 94 pertained to housing code and derived from Code 1974, §§ 26.01—26.08, 26.09(1)—(8), 26.10, 26.11(2), 26.12, 26.13; Ord. No. 04-32, § 2, 12-7-2004; Ord. No. 13-17, §§ 13-15, 8-20-2013.

Cross reference(s)—Streets, alleys and sidewalks, ch. 22; water and sewer service, ch. 26; building code, ch. 54; plumbing code, ch. 66; zoning, app. A.

Bath means a bathtub or shower stall.

Bedroom means a habitable room within the dwelling unit which is used, or intended to be used, primarily for the purpose of sleeping, but shall not include any kitchen or dining room.

Building: Any structure built, used, designed, or intended for the support, shelter, protection, or enclosure of persons. "Building" means a combination of materials to form a construction that is safe and stable, and adapted to permanent or continuous occupancy for assembly, business, educational, high hazard, industrial, institutional, mercantile, residential, or a storage purpose. For the purpose of this code each portion of a building completely separated from other portions by a fire wall shall be considered as a separate building.

Duplex means a structure with two dwelling units.

Dwelling means a building or portion thereof, but not a manufactured or mobile home, designed or used exclusively for residential occupancy, including single-family, two-family and multiple-family buildings, but not including hotels and motels.

Dwelling unit means any habitable room or group of adjoining habitable rooms located within a dwelling and forming a single unit with facilities which are used, or intended to be used, for living, sleeping, cooking and eating of meals.

Exterior property areas means the open space on the premises and on adjoining property under the control of the owners or occupants of such premises.

Extermination means the control and elimination of insects, rodents or other pests by eliminating their harborage places, by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping or any other approved pest elimination methods.

Family means one or more persons, each related to the other by blood, marriage, adoption, or foster children, who are living together in a single dwelling and maintaining a common household. Not more than five unrelated persons living together on the premises may constitute a "family". A family includes any domestic servants and not more than one gratuitous guest residing with same "family".

Garbage means the animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

Habitable room means a room or enclosed floor space used, or intended to be used, for living, sleeping, cooking or eating purposes, excluding bathrooms, toilet rooms, laundries, pantries, foyers, communicating corridors, closets, storage spaces and stairways, and rooms used for play or recreational purposes.

Health officer means the health commissioner of the city or his or her authorized representative.

Impervious to water shall mean constructed of concrete, cement block, terrazzo, brick, tile, or other material approved by the Building Inspector, and having tight fitting joints, and not having more than four and one-half percent (4 ½%) absorption by test.

Infestation means the presence of any insects, rodents or other pests within a dwelling or on the dwelling premises.

Inspector means any of the following: building inspector, health officer or sanitarian.

Kitchen means a habitable room used, or intended to be used, for cooking or the preparation of meals.

Living room means a habitable room within a dwelling unit which is used, or intended to be used, primarily for general living purposes.

Multiple dwelling means any structure containing three or more dwelling units or a structure containing one or more dwelling units in combination with a nonresidential use.

Occupant means any person, including an owner or operator, living, sleeping or cooking in, or having actual possession of, a dwelling unit or rooming unit.

Operator means any person who has charge, care or control of a building or part of a building, in which dwelling units or rooming units are let.

Owner means any person who, alone or jointly or severally with others, shall have legal title or equitable title to any building, structure, dwelling, dwelling unit or rooming unit; or shall have charge, care or control of any building, structure, dwelling, dwelling unit or rooming unit as executor, administrator, trustee or guardian of the estate of the owner.

Plumbing means all of the following facilities and equipment: water pipes, garbage disposal units, waste pipes, vent pipes, toilets, sinks, installed dishwashers, lavatories, baths, installed clothes washing machines, catchbasins, drains, vents, domestic hot water heaters, and any other similar fixtures, together will all connections to water, sewer or gas lines.

Premises means a platted lot or part of such lot, or unplatted lot or parcel of land, or plot of land, either occupied or unoccupied, by any dwelling or structure.

Residential building means a building which is arranged, designed, used, or intended to be used for residential occupancy by one or more families or lodgers, and which includes, but is not limited to, the following types: Single-family detached dwellings, two-family detached dwellings, multiple-family dwellings (including apartment hotels), roominghouses, fraternity and sorority houses. For the purpose of this chapter, any building containing any of the above uses together with other uses shall be considered a residential building.

Roomer means an occupant of a roominghouse who is not a member of the family of the operator of that roominghouse and shall also mean an occupant of a dwelling unit who is not a member of the family occupying the dwelling unit.

Roominghouse means any dwelling, or that part of any dwelling, containing one or more rooming units, in which space is let by the owner or operator to three or more roomers, except hotels and tourist roominghouses licensed by the hotel and restaurant division of the state division of health.

Rubbish and *refuse* mean all combustible and noncombustible waste materials, except garbage, and the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, dust and other similar materials.

Sewage means liquid waste containing animal or vegetable matter in suspension or solution and which may include industrial wastes and liquids containing chemicals.

Sleeping room means a room used for sleeping purposes.

Structure means anything constructed or erected, the use of which requires more or less permanent location on the ground, or attached to something having permanent location on the ground.

Supplied means paid for, furnished, provided by or under the control of, the owner or occupant.

Temporary housing means any tent, trailer or other structure used for human shelter which is designed to be transportable.

Toilet means a water closet with a bowl and trap, which is equipped with flushing rims which permit the bowl to be properly flushed and scoured when water is discharged through the flushing rims.

Ventilation means supply and removal of air to and from a space by natural or mechanical means.

Meaning of certain words. Whenever the words "building," "structure," "dwelling," "dwelling unit," "multiple dwelling," "roominghouse" or "premises," are used in this housing code, they shall be construed as though they were followed by the words "or any part thereof." In the construction of this chapter, the rules and definitions

contained in this article shall be observed and applied, except when the context clearly indicates otherwise. In further amplification and for clarity of interpretation of the context, the following finite definitions of word use shall apply:

(a) Words used in the present tense shall include the future, and words used in the singular number shall include the plural number, and the plural, the singular.

(b) The word "shall" is mandatory and not discretionary.

(c) The word "may" is permissive.

(Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-3. Property and premise maintenance.

Properties and premises shall be maintained in a clean and sanitary condition free from any accumulation of garbage or rubbish.

(1) *Grading and drainage*. All premises shall be graded and maintained to prevent soil erosion and the accumulation of stagnant water thereon, or within any building or structure. Stormwater shall be properly conveyed to prevent any stormwater to enter the dwelling, basement or crawlspace.

(2) *Sidewalks and driveways*. Sidewalks, driveways, walkways, and stairs shall be maintained and free from any hazardous conditions.

(3) *Refuse and debris.* All exterior property areas, including yards, courts, lots and accessory buildings, shall be kept free and clear of any physical hazards, refuse, debris or materials of any sort, including piled lumber, wood, brick, or stone, which would tend to cause a health, accident or fire hazard, or which would obstruct egress of occupants, or interfere with firefighting operations, or act as a breeding place and harborage for rodents, vermin or insects.

(4) *Garbage and rubbish facilities.* Every dwelling unit shall be provided with adequate facilities for the storing of garbage and rubbish. Such facilities shall comply with the provisions of chapter 82 of this Code. Every dwelling unit located on premises with two or more additional dwelling units shall have such facilities supplied.

(5) *Removal of fire hazards.* No person shall keep or deposit, or allow to be kept or deposited, within the city, any ashes, live coals, or cinders within 20 feet of any frame building, fence, wood pile, lumber, or other combustible material unless the same shall be placed in a depository constructed of brick, stone or other fire resistant material.

(6) *Exhaust terminations and discharge*. Exhaust pipes, ducts, blower housings shall not discharge or convey gases, vapor hot air, grease, smoke or other gases or particulates directly on adjacent properties.

(Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-4. Exterior dwellings and structures.

The exterior of a building, dwelling or structure, including accessory structures shall be maintained in good repair, structurally sound and sanitary condition so as not compromise public health, safety and welfare.

(1) *Maintenance of foundations.* Every foundation shall be kept in a sound, plumb, watertight condition and free from open cracks and breaks so as to be: insect proof and rodent proof in accordance with the terms of section 74-8 (rat abatement) of this Code.

(2) *Structural members.* All building structural members and columns shall be maintained in a good sound condition, free from deterioration, and shall be capable of safely supporting live and dead loads.

(3) *Exterior surfaces and trim.* All exterior surfaces shall be protected from the elements and deterioration and shall be maintained in good condition. All surfaces other than decay-resistant materials, including but not limited to: window frames, cornices, decks, porches, trim, door frames and doors shall be protected from decay by painting or other protective covering or treatment. Paint peeling and flaking on surfaces shall be scraped and painted. Cladding joints between the buildings envelop and the edge of windows, door, skylights, shall be weather resistant and water tight. Metal surfaces prone to rust and corrosion shall be coated with rust inhibiting coating or system.

(4) *Roofs and drainage conveyance.* All roofs and flashing shall be in good condition to prevent water intrusion and to prevent deterioration to the structure. Roof drains, gutters and downspouts shall be maintained in good condition and to convey stormwater from the dwelling or structure.

(5) *Overhangs, awnings and decorative trim.* Cornices, fascia, soffits, frieze boards, corbels and other decorative trims on dwellings and structures shall be maintained in good repair, with positive connections and in a safe condition. All overhangs and building extensions including, but not limited to awnings, canopies, signs, fire escapes shall be maintained in good repair and positively connected to the building, dwelling or structure.

(6) *Stairways, decks, porches and balconies.* Every outside stairway, porch, deck, balcony attached to the dwelling or structure shall be structurally sound, positively connected, in good repair and capable of withstanding imposed live and dead loads.

(7) *Guards and handrails.* All guards and handrails shall be firmly affixed, positively connected and capable of supporting imposed loads. Exterior and interior stairs having more than three risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 24 inches above the floor or grade below shall have guards. Handrails shall not be less than 30 inches in height or more than 38 inches in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 36 inches in height above the floor or landing, balcony, porch, deck, or ramp.

(8) *Windows, doors, and skylights*. All windows, doors, frames and skylights shall be kept in good and sound condition, good repair, and weather tight. All windows and doors, except fixed windows shall be easy to operate and kept in good condition.

(9) *Cleanliness of premises.* Every building, dwelling or dwelling unit and premises shall be kept clean, and also shall be kept free from vermin and any accumulation of dirt, filth, rubbish, debris, refuse, garbage or other objectionable matter.

(Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-5. Interior dwellings and structures.

The interior of a building, dwelling or structure and associated equipment and appliances shall be maintained in good repair, structurally sound and in a sanitary condition. Every occupant of a building, dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit and premises.

(1) *Disposal of rubbish.* Every owner/occupant of a building, dwelling and dwelling unit shall dispose of all his or her rubbish in a clean and sanitary manner by placing it in the rubbish containers required by section 82-3 of this Code.

(2) *Disposal of garbage.* Every owner/occupant of a building, dwelling or dwelling unit shall dispose of all the garbage and any other organic waste which might provide food for rodents in a clean and sanitary manner by placing it in the garbage disposal facilities or garbage storage containers as required by section 82-4 of this Code.

(3) *Use of plumbing fixtures.* Every owner/occupant of a building, dwelling or dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation of such fixtures.

(4) *Destruction, mutilation and defacing of property.* Every owner/occupant of a building, dwelling or dwelling unit, rooming unit, or nursing unit shall be responsible for the repair or replacement of any part of required residential real estate, required supplied fixtures and equipment, required supplied furnishings, or any other required property of an owner, when such has been willfully or wantonly damaged, mutilated or defaced by such occupant.

(5) *Structural members.* All structural members and columns shall be structurally sound, positively connected and capable of supporting all live and dead loads.

(6) *Interior surfaces.* All interior surfaces, including, windows, doors, casings and other trim shall be maintained in good, clean and sanitary condition. Any flaking, chipping, peeling of paint shall be repaired, removed or covered.

(7) *Stairs and ramps.* All stairs, walking surfaces, landings, ramps shall be maintained in sound condition and in good repair.

(8) *Guards and handrails.* All guards, handrails and associated trim shall be positively connected and capable of supporting imposed loads and shall be maintained in good condition.

(Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-6. Light, ventilation, and occupancy requirements.

The owner of the building, dwelling or structure shall provide and maintain adequate light, ventilation and adequate living space therein the dwelling or structure. A person shall not occupy as owner/occupant, or permit another person to occupy, any premises that do not comply with the requirements of this chapter.

(1) *Light and ventilation.* Every habitable room, toilet room and bathroom shall have at least one window facing directly to the outdoors. The minimum total window area shall be at least eight percent of the net floor area of the room. At least one-half of the window in any sleeping room shall be made so as to open full width, unless other means of adequately ventilating such rooms are installed and operating. The outside window in every toilet or bathroom shall have a total area of at least eight percent of the floor area, but not less than four square feet, except that no window or skylight is required in adequately ventilated bathrooms or toilet rooms equipped with a ventilation system which is kept in continuous operation. Exhaust ventilation shall be installed in all toilet rooms serving a water closet, urinal and a tub or shower.

a. *Common halls and stairs.* Every common hall, corridor and stairs in residential buildings and commercial occupancies, other than in one and two-family dwellings, shall be illuminated at all times with not less than one foot candle measured at the walking/floor level for each 200 square feet of floor area or equivalent illumination be provided such that luminaires shall not be greater than 30 feet apart. Means of egress, including exit discharge, stairways shall be illuminated at all times the building or structure is occupied with illumination levels of not less than one foot candle at floors, landings and treads.

b. *Doors and windows* All doors required for ventilation and all windows shall be protected with insect screen equivalent to not less than 16-wire mesh installed to prevent the entrance of flies, mosquitoes and other insects, annually during May before June 1 and maintained until storm windows are installed in autumn. All exterior doors and windows shall have storm windows or storm doors installed or maintained to prevent excessive drafts and heat loss no earlier than October 15, but no later than November 15 annually.

c. *Other spaces.* All other spaces shall be provided with natural or artificial light to provide adequate illumination to maintain sanitary conditions and safe occupancy of the space for utilization of appliances, equipment and fixtures.

(2) *Clothes dryer exhaust*. Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted to the exterior of the dwelling or structure and consist of rigid and smooth-walled piping.

(3) *Occupancy requirements*. All residential dwelling units, hotel units, rooming units and dormitories shall provide privacy and be separated from other adjoining spaces and shall not be occupied by more than one family.

a. *Ceiling height and room widths*. A habitable room, other than a kitchen shall not be less than seven feet. Kitchens shall have a minimum clear passageway of 30 inches between counter fronts, walls, kitchen island base unit, cabinets and appliances.

Exceptions:

1. Single-family and two-family dwellings shall permit beams and girders to project no more than eight inches below the required ceiling height.

2. Basement rooms in single-family and two-family dwellings used for recreational purposes shall have a ceiling height of no less than six feet ten inches with a minimum clear height of six feet four inches under beams, girders, ducts or similar obstructions.

b. *Bedroom and living room requirements*. Bedrooms in dwellings and dwelling units shall be a minimum of 70 square feet and bedrooms that are occupied by more than one person shall not be less than 50 square feet of net floor area for each occupant thereof. Living rooms shall not be less than 100 square feet per net floor area. Dining rooms in dwellings and dwelling units with three to five occupants shall not be less than 80 square feet; more than six occupants shall not be less than 100 square feet.

c. *Water closet access*. All bedrooms in dwellings and dwelling units shall have access to one bathroom containing a minimum of one water closet and lavatory without passing through another bedroom.

d. *Kitchens and non-habitable spaces*. Kitchens and non-habitable spaces shall not be used for sleeping purposes. Spaces that are provided for food preparation shall contain adequate space to serve foods in a sanitary means.

e. *Efficiency unit*. An efficiency unit in a residential dwelling or dwelling unit occupied by not more than one occupant shall have a minimum net clear floor area of not less than 120 square feet. A dwelling unit occupied by not more than two occupants shall not have a net clear floor area of not less than 220 square feet. A dwelling unit occupied by three occupants shall have a net clear floor area of 320 square feet. The unit shall be provided with a kitchen sink, cooking appliance and a refrigerator having a net clear working space of 30 inches in front. The unit shall be provided with a bathroom containing a water closet, lavatory, and a tub or shower.

(Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-7. Heating facilities.

(a) Any building, dwelling or dwelling unit designed to be used for dwelling purposes shall be supplied, maintained and equipped with heating facilities, which shall be properly installed, be maintained in good working condition, and be capable of adequately heating all habitable rooms, bathrooms, and toilet rooms contained therein, or intended for use by the occupants thereof, to a temperature of at least 70 degrees Fahrenheit, at a distance of three feet above floor level, when the outside temperature is at or above 15 degrees below zero Fahrenheit. This subsection shall not act to permit the use of space heaters where such use is prohibited by either the city building or heating code, or the state uniform dwelling code and HVAC codes, when applicable. Every supplied central heating system shall comply with the city building and heating codes and with the state uniform dwelling and HVAC codes, when applicable. It shall also comply with the following requirements:

1. The central heating unit shall be in good operating condition.
2. Every heat duct, steam pipe and hot water pipe shall be free of leaks and shall function so that an adequate amount of heat is delivered where intended.
3. Every seal between the sections of a warm air furnace shall be tight so noxious gases will not escape into the heat ducts.

(b) Every space heater shall comply with the city building and heating codes and the state uniform dwelling code and HVAC codes when applicable, and all of the following requirements:

1. No space heater burning solid, liquid or gaseous fuels shall be of portable type.
2. Every space heater burning solid, liquid or gaseous fuels shall be properly vented.
3. The location of space heaters, the insulation of walls and ceilings close to such heaters, the construction, installation and guarding of smoke pipes and walls or ceilings which they go through, shall be in accordance with the uniform dwelling code and HVAC codes.

(Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-8. Electrical.

Every building, dwelling, dwelling unit and all public and common areas in multi-family dwellings shall be supplied with electrical service, outlets, and fixtures, which shall be properly installed, shall be maintained in good and safe working condition, and shall be connected to a source of electric power in a manner prescribed by the~~,~~ municipal electrical code, Wisconsin electric code, and the National Electric Code. The minimum capacity of such electrical services and the minimum number of outlets and fixtures shall be as listed below. The electrical service shall be of sufficient size to handle the load connected to it. The branch circuits shall be protected by S-type or equivalent safety type, tamper-proof fuses or breakers, not to exceed the ampacity of the smallest wire size in the circuit.

(1) Every dwelling unit or room shall have electric service capable of providing at least three watts per square foot of total floor area (air conditioners, ranges, space heaters and motor driven equipment 1/8 hp. or over excluded).

(2) Every lavatory, bathroom, kitchen or kitchenette, dining room, laundry room, furnace room shall contain at least one approved ceiling or wall type electric light fixture equipped with sufficient lamps or tubes to provide no less than five foot candles at floor level at center of room. Where more than one fixture is used or required, they shall be equally spaced as far as practicable. (A switched outlet may be substituted for ceiling or wall fixture in dining room.)

(3) Convenience outlet receptacles shall be provided as follows: (measurements are at room perimeter and include doors and door-alcoves) Living room requires one receptacle per 75 square feet. Dining room requires one per 75 square feet. Kitchen one per eight feet or fraction of countertop and preparation area measured at rear (preparation area includes countertops, sinks, range tops, and all other similar areas at counter height). Island type work areas require one for each eight feet or less of length. Separate outlets shall be provided for refrigerators. Dining areas in kitchen requires one per 75 square feet. Bedroom requires one per 75 square feet. Laundry requires one (when laundry equipment is present). Bathrooms and lavatories require one (may be part of wall fixture if 72 inches or less from floor). Other habitable rooms require a minimum of two fixed appliances exceeding 1/8 hp. or 300 watts rating shall not be connected to general purpose branch circuits.

(4) Convenience outlets are to be located to prevent use of extension cords. All cords and temporary wiring not in compliance with NEC Article 400-A, and all exposed abandoned wiring shall be removed.

(5) All electrical service equipment shall be provided with proper working clearances, properly labeled and shall be provided with sufficient illumination.

(Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-9. Plumbing.

Every building, dwelling, dwelling unit shall be provided with plumbing systems that comply with the plumbing codes of the city and state, which shall be maintained in a sanitary and serviceable condition, designed to dispose of sewage from all fixtures and to furnish cold water to every toilet, and hot and cold water to every sink, lavatory, bathtub or shower required therein. Where multiple dwellings contain sleeping accommodations arranged as individual rooms, for each multiple of six sleeping rooms, there shall be provided plumbing fixtures consisting of at least one toilet, one lavatory as described above and one bath or shower. Every toilet and bath required hereunder shall be located accessible to the occupants of each room sharing such facilities without the necessity of going through the dwelling unit or room of another and without going outside of the dwelling. Every building, dwelling and dwelling unit shall contain a flush water closet, lavatory basin and a bathtub or shower, all in good working condition and properly connected to hot and cold water lines and to an approved water and sewer system. Water pressure shall be available at all fixtures as specified in Wisconsin uniform plumbing code SPS 382.40. Plumbing fixtures shall be properly installed and maintained in good working order free from leaks and obstructions and capable of performing under adequate working water pressure.

(1) *Water heating equipment*. Every residential dwelling and dwelling unit shall have supplied water heating facilities which are properly installed, are maintained in safe and good working conditions, are properly connected with the hot water lines required hereunder and are capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at any required kitchen sink, lavatory basin, bathtub or shower at a temperature of not less than 120 degrees Fahrenheit.

(2) *Water distribution system*. Every plumbing fixture or appurtenance that requires water supply shall be properly connected to the municipal water service and shall be in accordance with the Wisconsin uniform plumbing code. The water supply system shall be maintained in a safe, sanitary, good working order and shall be provided with sufficient volume and velocity to function properly.

(3) *Public toilet facilities*. Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the Wisconsin uniform plumbing code. Toilet rooms shall provide privacy with a door and interior locking device provided to all common or shared bathrooms and toilet rooms. Toilet facilities for employees shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area. Public facilities shall be either separate or unisex facilities. Toilets and urinals, and pipes connected therewith, shall be protected against freezing.

(4) *Bathroom floor surface*. Except for dwellings and dwelling units, all toilet room floors shall be of a hard, smooth, nonabsorbent surface.

(Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-10. Egress.

All buildings, structures, dwellings and dwelling units shall have a safe, continuous and unobstructed path of egress travel from any point in a building or structure to the public way. All aisles located in the path of egress shall not diminish in width and shall be unobstructed at all times. Every dwelling and dwelling unit shall have two exits, which comply with the exit requirements of the city building code or state building code, when applicable. Each such exit, which shall be kept in good state of repair and shall be unobstructed at all times, shall provide means of egress leading to safe and open space at ground level.

(1) *Means of egress doors*. Egress doors shall be readily openable from the egress side and the door shall swing in the path of egress when the occupant load of a commercial building exceeds 50 occupants of the room or area. Means of egress doors shall be side hinged and provide hardware to make it readily openable without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the International Building Code.

(2) *Basement egress.* No basement space shall be used as a sleeping room or dwelling unit unless such sleeping room or dwelling unit is in conformity with existing city or state building codes.

(3) *Exits required.* One exit shall be provided in commercial buildings, rooms and spaces where the occupant load is 49 or less and the exit travel distance does not exceed 75 feet. Two exits shall be provided in commercial buildings where the occupant load exceeds 50 occupants. Three exits shall be provided where the occupant load exceeds 500.

(4) *Fire escape access*. Emergency escape access and openings shall be maintained in accordance with the code in effect at the time of construction. They shall be maintained in a sound, safe and good condition.

(Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-11. Roominghouses.

No person shall operate a roominghouse or shall occupy or rent to another any rooming unit, except in compliance with the following requirements:

(1) *Applicability of chapter provisions.* No person shall operate a roominghouse unless all of the requirements of sections 94-4, 94-5(5), 94-5(6), 94-6 and 94-7 are complied with; provided, however, that for the purpose of interpreting the requirements of the designated sections applicable to the enforcement of this subsection, the words "multiple dwelling" or "dwelling" shall be interpreted to mean roominghouse, and the words "dwelling unit" and "dwelling units" shall be interpreted to mean rooming unit or rooming units. Every dwelling unit located within a roominghouse shall comply with all of the requirements for dwelling units as established in accordance with the provisions of this section.

(2) *Toilets and lavatory basins.* At least one toilet and one lavatory basin, properly connected to an approved water and sewer system and in good working condition, shall be supplied for each ten persons or fraction thereof residing within a roominghouse, including members of the operator's family whenever they share the use of the facilities.

(3) *Baths.* At least one bath, properly connected to an approved water and sewer system and in good working condition, shall be supplied for each eight persons or fraction thereof residing within a

roominghouse, including members of the operator's family whenever they share the use of such facilities.

(4) *Location of sanitary facilities.* Every toilet, lavatory basin and bath shall be located within rooms, which afford privacy to a person within such rooms. All such facilities shall be located within the roominghouse as to be accessible to the occupants of each rooming unit sharing such facilities without going outside of the dwelling and without going through another dwelling unit or through a rooming unit of another occupant.

(5) *Minimum floor area for sleeping purposes.* Every room occupied for sleeping purposes, by one person, shall contain at least 70 square feet of floor space and 490 cubic feet of air space, and every room occupied for sleeping purposes by more than one person shall contain at least 60 square feet of floor space and 400 cubic feet of air space for each occupant, except that these requirements shall be reduced by one-half for children under 12 years of age.

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(6) *Meals in rooming units.* No occupant of a roominghouse shall prepare or eat meals in a roominghouse unless such meals are prepared or eaten in a dwelling unit contained therein. The operator shall post in every rooming unit a sign on which shall be written or printed, in letters not less than 3/8 of one inch in height, the following words, "No Cooking Permitted in This Room," and such sign shall remain so posted at all times.

(7) *Sanitary maintenance.* The operator of every roominghouse shall be responsible for the sanitary maintenance of all walls, floors and ceilings, and for maintenance of a sanitary condition in every other part of the roominghouse, and he or she shall be further responsible for the sanitary maintenance of the entire premises where the entire structure or building within which the roominghouse is contained is leased or occupied by the operator.

(8) *Reporting of communicable disease by operator.* It shall be the duty of the operator of a roominghouse to report to the city health officer within 24 hours the name of any person living in the roominghouse who is suffering from any communicable disease, and such report shall be made whenever there is reason to believe or suspect that any person in such roominghouse may be afflicted with any communicable disease.

(Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-12. Inspections.

The inspector or his or her representative is authorized and directed to make inspections to determine the condition of buildings, dwellings, dwelling units, roominghouses, and premises located within the city, and to further determine that the provisions of the building and property maintenance code are being complied with. They shall have the right to enter any building during reasonable hours in the discharge of their duties, and any person who shall interfere with them in the discharge of their duties shall be guilty of an offense against this section. The inspector or his or her representative shall have proper identification and shall show same when making such inspections. Every occupant of a building, dwelling, dwelling unit or rooming unit shall give the owner or operator, or his agent or employee, access to any part of such dwelling, dwelling unit, rooming unit, or its premises, at all reasonable times for the purpose of effecting such maintenance, making such repairs, or making such alterations as are necessary to effect compliance with the provisions of this section or with any lawful rule or regulation adopted or any lawful notice or order issued, pursuant to the provisions of this section.

(Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-13. – Inspection Service Fees.

(1) The owner may ~~r~~be assessed a separate inspection service fee for any violation of this section if the violation~~s~~ continues to exist after the first inspection and any written order. This inspection service fee shall be in addition to any other fees or special charges authorized by this Municipal Code. Inspection service fees may be placed as a special charge against the property as allowed by statute without further notice if they remain unpaid thirty days after an invoice is mailed to the owner's last known address.

~~(1)~~(2) The fee and subsequent fees referred to in this section shall be established by the common council and may from time to time be modified by resolution. A schedule of the fees established by the common council shall be available for review in the administering authority office, City Hall, 335 South Broadway Street, De Pere, Wisconsin.

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Sec. 94-1~~43~~. Emergency situations.

Whenever the inspector determines that an emergency exists which requires immediate action to protect the public health they may, without notice of hearing, issue an order reciting the existence of such an emergency and requiring that such action be taken as they deem necessary to meet the emergency in accordance with law~~the provisions of Wis. Stats. § 66.435(4)(a)~~. Such order shall be effective immediately.

(Ord. No. 17-24, § 1, 12-5-2017)

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Sec. 94-15. Special Inspection Warrants.

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An inspector may apply for ~~, obtain and execute a~~ a special inspection warrant issued under this section and consistent with the provisions of Wis. Stat. § 66.0119. Except in cases of emergency where no special inspection warrant ~~is~~may be required, special inspection warrants ~~shall be issued~~may be obtained for the inspection of personal or real properties which are not public buildings or for inspection of portions of public buildings which are not open to the public only upon showing that consent to entry for inspection purposes has been refused. ~~This warrant may be applied for according to the provisions of Wis. Stats. § 66.0119.~~

Sec. 94-1~~64~~. Condemnation of unsafe and unfit dwellings and dwelling units.

(1) Any building, structure, dwelling or dwelling unit which the inspector finds to have any of the following defects shall be condemned as unfit for human habitation, occupancy or use:

a. One which is so old and so damaged, out of repair, decayed, dilapidated, unsanitary, difficult to heat, unsafe, or vermin infested or otherwise unfit for human habitation that it creates a hazard to the health or welfare of the owner or of the occupants or of the public;

b. One which lacks illumination, ventilation or sanitary facilities adequate to protect the health or welfare of the occupants, or of the general public; or

c. One which, because of its general condition or location, is unsanitary or otherwise dangerous to the health or welfare of the occupants or of the general public. Any building, structure, dwelling or dwelling unit may be condemned as unfit for human habitation by the city if the owner or occupant fails to comply with any order based on the provision of this section, or any rule or regulations adopted pursuant thereto, provided that such building, structure, dwelling or dwelling unit is, in the opinion of the inspector, unfit for human habitation by reason of such failure to comply.

(2) *Vacation by inhabitants.* Any building, dwelling or dwelling unit condemned as unfit for human habitation and use and so designated shall be repaired or vacated within a reasonable time as ordered by the inspector.

(3) *Condemnation procedures.* This condemnation of dwellings and dwelling units as unfit for human habitation, occupancy or use, mays~~hall~~ be carried out according to the provisions of Wis. Stats. § 66.04135~~5~~.

(Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-175. Maintenance of non-dwelling structures, fences and premises.

No owner shall permit any non-dwelling structure or fence to exist on any premises which does not comply with the following requirements:

(1) *Maintenance of non-dwelling structures*. Every foundation, exterior wall, roof, window, exterior door, basement hatchway and every other entranceway of every non-dwelling structure shall be so maintained as to prevent the structure from becoming a harbor for rats and shall be kept in a reasonably good state of maintenance and repair.

(2) *Protection of exterior wood surfaces and fences*. All exterior wood surfaces of all non-dwelling structures and fences shall be properly protected from the elements and against decay by paint or other approved protective coating applied in a workmanlike manner. All exterior wood surfaces and fences shall be kept in a reasonably good state of maintenance and repair or shall be removed.

(Ord. No. 17-24, § 1, 12-5-2017)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Resolution #22-95 Granting a Planning Option to Purchase to Musket Corporation (Venture Avenue; Parcel WD-D0076).**

The Finance/Personnel Committee voted unanimously to approve the terms of the Planning Option to Purchase with Musket Corporation at its meeting on December 13, 2022.

ATTACHMENTS:

- Reso22-95 (PDF)
- Option to Purchase WD-D0076 (City of De Pere - De Pere WI) 12.5.22 TW revisions -CLEAN (PDF)
- Musket Corp WD-D0076 Planning Option Memo (PDF)
- Musket Corp Intro Letter (PDF)
- 61 CSM 349 - Reim - Venture AV (PDF)

RESOLUTION #22-95

GRANTING A PLANNING OPTION TO PURCHASE TO MUSKET CORPORATION
(Venture Avenue; Parcel WD-D0076)

WHEREAS, Musket Corporation has requested an exclusive limited-term, 270-day Planning Option to Purchase City-owned property of approximately 5.33 acres, Parcel WD-D0076, with two optional extended terms of 90 days each, to conduct site due diligence tasks for the purposes of securing a potential location for the construction of a 30,000 square foot manufacturing facility; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into the Planning Option to Purchase (Venture Avenue) between the City of De Pere and Musket Corporation, as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of December, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 12/13/2022

PLANNING OPTION TO PURCHASE
(Venture Avenue)

This Planning Option to Purchase property adjacent to Venture Avenue ("Venture Avenue Planning Option" or "Option") is entered into this _____day of _____, 2022, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Musket Corporation, an Oklahoma corporation ("Developer").

RECITALS

WHEREAS, City is the owner of Parcel WD-D0076 in the City of De Pere (the "Property"), shown on Exhibit A, attached hereto and incorporated herein, legally described as:

> LOT 3 OF 61 CSM 349 BNG PRT OF LOT 1 & PRT OF NW1/4 SE1/4 SEC 32 T23N R20E, City of De Pere, Brown County, Wisconsin (approximately 5.33 acres)

and located in Tax Incremental Financing District No. 11 (TID #11) for the City of De Pere; and

WHEREAS, Developer has inquired as to the feasibility of industrial development of the Property and requested an Option to allow time to complete due diligence tasks associated with such potential development; and

WHEREAS, City is interested in seeing the Property developed as an industrial facility and wishes to grant this Option to Developer as a means leading to a possible, eventual sale and development of the Property; and

WHEREAS, City and Developer are willing to negotiate the sale and purchase of the Property upon the determination that the potential development is feasible.

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

1) The Recitals set forth above are an integral part of this Agreement and are therefore incorporated herein by reference as if set forth herein as agreements of the parties.

2) City hereby grants to Developer an exclusive Option for an initial term expiring two hundred and seventy (270) days from the date set forth above (the "Initial Term") to perform due diligence tasks and engage in the process of negotiating the purchase the Property. During the Initial Term, Developer, its representatives, and agents may enter upon and inspect the Property and conduct, at Developer's sole expense, any and all feasibility, environmental, or other studies, analyses or examinations of Property as Developer deems necessary or desirable, and to satisfy itself with regard to zoning and permitting issues, availability of utilities, and all other matters related to the Property and Developer's development thereof. Developer shall be responsible to restore the Property to its original condition for any entry, inspection or conduct pursuant to any of Developer's due diligence

activities. Developer shall save and hold the City harmless from any and all injury that may occur to any party as the result of Developer's due diligence activities related to the Property. As consideration for the City's grant of the Initial Term, Developer shall share with the City the result of any environmental studies of the Property and provide a copy of the same to City. Furthermore, as consideration for the City's grant of the Initial Term, Developer shall pay a fee of ONE THOUSAND NINE HUNDRED SEVENTY-ONE DOLLARS AND 40/100 ($1,971.40).

3) Developer may extend the Option for an additional ninety (90) day period (the "1st Extended Term") by paying City SIX HUNDRED FIFTY-SEVEN DOLLARS AND NO/100 ($657.00) for the extension prior to the expiration of the Initial Term. The 1st Extended Term may be extended up to an additional ninety (90) days (the "2nd Extended Term") upon written consent of the Parties provided Developer has paid City an additional SIX HUNDRED FIFTY-SEVEN DOLLARS AND NO/100 ($657.00) for the extension prior to the expiration of the 1st Extended Term.

4) Developer may obtain a commitment for the issuance of an ALTA owner's title insurance policy, with extended coverage, insuring title to the Property to be good and marketable fee simple (the "Title Commitment") from the title company designated by Developer, together with legible copies of all recorded documents constituting exceptions under the Title Commitment (collectively, the "Exception Documents"). City will reimburse Developer for the cost of the Title Commitment and resulting title policy at closing on the Property.

5) Developer may obtain a current survey of the Property (the "Survey") prepared by a registered professional land surveyor designated by Developer, in conformance with ALTA Standard's and Developer's then current survey requirements. City will reimburse Developer for the cost of the Survey at closing on the Property.

6) The City has provided or shall provide Developer with all plans, engineering or environmental reports, previous title policies, surveys and records in the City's possession or control which relate to the ownership, development, operation, or condition of the Property or any part thereof.

7) City, during the Initial Term or any Extended Term, shall not convey, sell, lease or transfer any indicia of ownership to any other legal entity and hereby grants to Developer exclusive rights to negotiate the purchase of the Property unless Developer notifies City in writing that it is terminating the Option and will not purchase the Property.

8) City represents and warrants the following, to the best of City's knowledge:

8.1 Upon full execution, this Agreement will be valid and binding in accordance with its terms.

8.2 The execution by City of this Agreement and the consummation by City of the transactions contemplated hereby do not and will not (a) conflict with or result in a breach of any of the terms or provisions of (i) any bond, debenture, note or other evidence of indebtedness, or (ii) any contract, indenture, mortgage, loan agreement, lease, joint venture or other agreement or instrument to which City is a party or by which City or the Property is bound; or (b) result in any violation of any City governmental requirement, ordinance or regulation.

8.3 There are no pending or threatened governmental proceedings in eminent domain, for rezoning, for building moratorium or otherwise, which would affect the Property.

8.4 There are (i) no legal actions, suits or other legal or administrative proceedings or investigations pending or threatened against City or the Property, and City is not aware of any facts that might result in any such action, suit, investigation or other proceeding; and (ii) no judgments presently outstanding and unsatisfied against City or the Property.

8.5 Except as disclosed in writing to Developer prior to the Effective Date, City has not entered into (i) any agreement, lease, option, right of first refusal, commitment or arrangement granting to any person or entity, other than Developer, the present or future right to purchase, occupy, lease or otherwise acquire an interest in the Property or any part thereof, (ii) any agreement, commitment or arrangement regarding the development of the Property or any part thereof and from the Effective Date through Closing, City will not enter into any such agreement or arrangement or any service agreement affecting the Property or any part thereof, without Developer's prior written approval.

8.6 City has not received notice of any violation of any ordinance, regulation, law or statute from any governmental agency pertaining to the Property, or any part thereof, and no governmental or quasi-governmental authority has imposed any requirement that a developer of the Property pay, whether directly or indirectly, any special fees or contributions, or incur any expenses or obligations, in connection with any development of the Property, or any part thereof.

8.7 The Property is an independent parcel which does not rely on any drainage, sewer, access, structural or other facilities located on any property other than the Property to: (i) fulfill any zoning, building code or other municipal or governmental requirement, (ii) furnish the Property any utilities, or (iii) fulfill the requirements of any agreement affecting the Property.

8.8

(i) No Hazardous Materials (as defined herein) are now located on, under or at the Property, and neither City nor any other person has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed of on, under or at the Property.

(ii) No part of the Property contains any asbestos or asbestos containing materials, any polychlorinated biphenyls ("PCBs"), or any underground storage tanks ("USTs") or has ever been used as a dump site or storage site (whether permanent or temporary) for any Hazardous Materials.

(iii) No property adjoining the Property is being used or has been used at any previous time for the disposal, storage, treatment, processing or other handling of Hazardous Materials nor is any other property adjoining the Property affected by Hazardous Materials contamination.

(iv) No investigation, administrative order, consent order and agreement, litigation or settlement with respect to Hazardous Materials or Hazardous Materials contamination is proposed, threatened, anticipated or in existence with respect to the Property.

As used herein, "Hazardous Materials" means those elements or compounds, including, but not limited to asbestos, petroleum products and PCBs, which are now or at any time hereafter contained in the list of hazardous substances adopted by the Environmental Protection Agency ("EPA") or the list of toxic pollutants designated by Congress or the EPA or which are defined as hazardous, toxic, pollutant, flammable, infectious or radioactive by any of the Environmental Laws. "Environmental Laws" means any federal, state or local laws, ordinances, statutes, codes, rules, regulations, orders, or decrees now or hereinafter promulgated relating to (a) pollution; (b) protection of human health, natural resources or the environment; (c) the treatment, storage or disposal of Hazardous Materials; or (d) the emission, discharge, release, or threatened release of Hazardous Materials into the environment.

The foregoing representations and warranties will survive the expiration hereof.

9) City acknowledges that in connection with Developer's inspection and feasibility studies with regard to Developer's intended development of the Property, Developer may be required to submit certain applications, permit requests, or other documents. Accordingly, City shall cooperate with Developer, at Developer's sole expense, in a prompt manner in connection with information or authorization forms related to the Property needed for any applications, permit requests, or the like.

10) In the event Developer determines the potential development is not feasible during the term of this Option, Developer shall notify the City in writing of its determination and this Option shall immediately terminate. Developer shall not be entitled to a refund of any fees paid to City during the Initial Term or any Extended Term except that the funds paid by Developer to City in Sections 2 and 3 of this Agreement shall be applied at closing against the purchase price set forth in any Property Sale/Development Agreement between the parties.

11) During the Initial Term or any Extended Term, and upon determining the potential development is feasible, the Parties shall work together and negotiate proposed Property sale and development terms, which shall be presented to the City's Finance/Personnel Committee for review, with final approval of a negotiated Property Sale/Development Agreement by the City's Common Council.

12) City and Developer shall each pay all of their own legal fees as well as any third-party fees related to this Option.

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

To City:	City of De Pere 335 S. Broadway Street De Pere, WI 54115 Attn: City Administrator
To Developer:	Musket Corporation 10601 North Pennsylvania Ave. Oklahoma City, Oklahoma 73120 Attn: Brian Hoover
	With a copy to: Legal Department [At same address]

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

11) This Option may be assigned only upon written consent thereto by the other Party.

12) This Option may be amended only by written amendment thereto executed by the Parties or, if assigned hereunder, that Party's successor in interest.

13) If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provision, covenant or portion of this Agreement, and to that end, all provisions, covenants, agreements and portions of this Agreement are declared to be severable.

14) Either Party may record this Agreement with the Register of Deeds for Brown County. If the Developer terminates this Agreement, Developer shall cooperate with the City in executing any cancellation agreement or other related document to ensure the release of the recording of this Agreement.

15) This Agreement may be executed in counterpart, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

16) If the terms of this Agreement provide for performance of any act or the expiration of any time period on a Saturday, Sunday or federal holiday, the due date or expiration date shall take place on the next date that is not a Saturday, Sunday or federal holiday.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed on their behalf, as of the _____ day of _____, 2022.

CITY OF DE PERE

_____
By: James G. Boyd, Mayor

_____
Carey E. Danen, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
BROWN COUNTY)

Personally came before me this ____ day of _____, 2022, the above named James G. Boyd and Carey E. Danen, known as the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin

My Commission Expires:
_____

MUSKET CORPORATION

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2022, by _____, as _____ of **MUSKET CORPORATION**, an Oklahoma corporation.

_____
My Commission Expires: Notary Public; Commission No.____

_____

_____
(SEAL)

CITY OF DE PERE MEMO

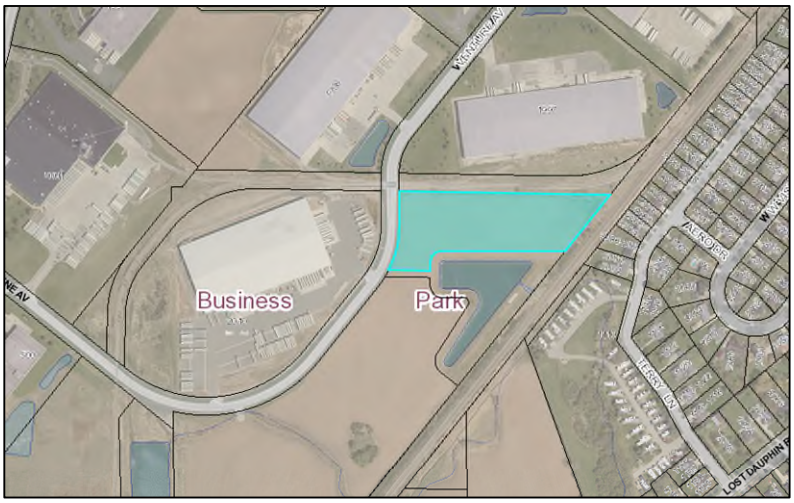
To: Mayor James Boyd
Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: December 13, 2022

RE: **Consideration and possible action regarding a planning option request for Parcel WD-D0076 (West Industrial Park)***

Summary
In September 2022, the Development Services Department responded to a site selection request from New North regarding a site inquiry for approximately 5 acres of land adjacent to rail facilities in the state of Wisconsin. The city responded to the request for information with Parcel WD-D0076 on Venture Ave (site map below).

Since the initial submittal, the Development Services Department worked with Boerke Company to evaluate WD-D0076 as a possible location for a manufacturing user. Musket Corporation retained Boerke to assist with the development of a one-story, +/-30,000 SF manufacturing building of which 1,500 SF within the structure is office and restrooms. They also stated the development could expand the building at a later date, should the business require it. Per the attached letter - Musket Corporation is part of Love's family of companies and is one of the largest producers of Diesel Exhaust Fluid (DEF) in the U.S. and requires efficiencies around the movements of the product to meet the growing demand to reduce nitrous oxide emissions from exhaust gases in response to the U.S. Environmental Protection Agency's (EPA) Clean Air Act. Musket builds and manages facilities around existing and new business demand for this product in order to optimize movements of the product to provide logistical efficiencies. The facilities are built with a process to establish consistency of product quality, low maintenance and operational efficiency. Musket operates 22 DEF terminals nationwide.

DEF is a non-hazardous and colorless liquid made of 32.5% urea plus 67.5% de-ionized water. DEF is used during SCR, or selective catalytic reduction, to get rid of particulates and N2O from diesel engine exhaust. The proposed use would be completely contained within a building and processed to the required ISO standards., Moreover, the automotive Grade Urea liquor arrives via rail cars and is pumped into the building via an in-line blended with deionized water (DI Water) and stored on-site to create the final 32.5% DEF blend.



Site Information

Parcel IDs:	WD-D0076
Location:	Fortune AV
TID:	Yes, TID No. 11
Acres:	Approximately 5.33 acres
Purpose:	The purchase and construction of a 30,000 sq ft manufacturing facility for Diesel Exhaust Fluid (DEF).
Location:	Address TBD
Current Land Use:	Agricultural
Future Land Use	Business Park
Current Zoning:	Industrial-Business 1 (I-B-1)
Proposed Zoning (new code):	Business Park - 2

Proposed Use Classification (new Code): Fabrication and Projection – Moderate Impact (permitted)

Requested Option:
The Developer requests a 270-day Planning Option to continue site due diligence and to evaluate the ability to access the rail spur for product deliveries.

Example Development Timeline (not assuming extensions)

1. Finance and Personnel Committee Meeting to recommend approval of the Planning Option – December 13, 2022
2. Common Council Meeting to approve the Planning Option – December 20, 2022
3. 270-Day Due Diligence Planning Option – December 21, 2022 to September 17, 2023 (assumed recording day after Common Council approval)

Steps 4-7 are if the development group elects to move forward with the project at the subject site. (Could occur sooner by the developer)

4. Submit an updated letter of intent with a requested cost reduction (Alta survey, TIF, etc.) – Prior to July 17, 2023
5. Term Sheet Review and Recommendation - August 8, 2023 (Finance and Personnel)
6. Site Plan Approval: August 28, 2023 (Plan Commission)
7. Development Agreement Date: September 5, 2023 (Common Council)

Proposed Option Terms Summary:

- City to present the Developer with a 270-Day Planning Option to conduct site due diligence for a fee of ONE THOUSAND NINE HUNDRED SEVENTY-ONE DOLLARS AND 40/100 ($1,971.40). (prorated for $500 per acre, per year)
- Developer may, upon written notice extend for two additional 90-day periods for a fee of SIX HUNDRED FIFTY-SEVEN DOLLARS AND NO/100 ($657.00) each.

- City, during the Initial Term or any Extended Term, shall not convey, sell, lease or transfer any indicia of ownership to any other legal entity and hereby grants to Developer exclusive rights to negotiate the purchase of the Property unless Developer notifies City in writing that it is terminating the Option and will not purchase the Property.

- Option will allow the Developer to perform due diligence tasks and engage in the process of negotiating the purchase of the Property. During the Initial Term, Developer, its representatives, and agents may enter upon and inspect the Property and conduct, at Developer's sole expense, any and all feasibility, environmental, or other studies, analyses or examinations of Property as Developer deems necessary or desirable, and to satisfy itself with regard to zoning and permitting issues, availability of utilities, and all other matters related to the Property and Developer's development. The City shall grant an ROP to the Developer to prepare a wetland delineation and share it with the City.

- Developer shall be responsible to restore the Property to its original condition for any entry, inspection or conduct pursuant to any of the Developer's due diligence activities.

- Developer shall save and hold the City harmless from any and all injury that may occur to any party as the result of Developer's due diligence activities related to the Property.

- During the Initial Term or any Extended Term, and upon determining the potential development is feasible, the Parties shall work together and negotiate proposed Property sale and development terms, which shall be presented to the City's Finance/Personnel Committee for review, with final approval of a negotiated Property Sale/Development Agreement by the City's Common Council.

- In the event Developer determines the potential development is not feasible during the term of this Option, the Developer shall notify the City in writing of its determination and this Option shall immediately terminate. Developer shall not be entitled to a refund of any fees paid to the City during the Initial Term or any Extended Term except that the funds paid by Developer to City in Sections 2 and 3 of this Agreement shall be applied at closing against the purchase price set forth in any Property Sale/Development Agreement between the parties.

Staff recommends the approval of the Planning Option for potential development. If the Finance and Personnel Committee recommends approval of the Planning Option, the City Attorney will prepare a complete Planning Option agreement with more detailed and negotiated terms to present to the Common Council for approval.

LETTER OF INTENT

Exhibit B

MUSKET

2929 Allen Parkway, SUITE 4100, HOUSTON, TX 77019

Subject: Diesel Exhaust Fluid (DEF) Terminal Operations

To Whom It May Concern:

Diesel Exhaust Fluid (DEF) is used to meet the EPA's mandated NOx abatement standards for on-road and off-road diesel burning engines to substantially reduce harmful emissions as an important part of the Clean Air Act. DEF is a mixture of 67.5% Deionized Water and 32.5% Automotive Grade Urea. DEF is non-hazardous, non-flammable & non-toxic, with a PH level of baking soda. The American Petroleum Institute (API) is the governing entity over compliance for DEF, which Musket is a proud member of and all brands managed by Musket are certified accordingly to meet the stringent standards. DEF is NOT an additive or a blended commodity within any refined fuel, nor is it used within the combustion process of any engine.

Musket is the largest consumer of DEF in the U.S. and requires efficiencies around the movements of this product to meet the growing demand. We build terminal assets around existing and new business demand for this product in order to optimize movements of the product to provide logistical efficiencies. The terminals are built with a process to establish consistency of product quality, low-maintenance and operational efficiency. Musket operates 22 DEF terminals nationwide with additional sites coming on-line in the next 18-months. Each terminal is built utilizing the same type of equipment with the same equipment manufacturer, utilizing fully automated state-of-the art technology. The blending process, rail offload and truck load-out operation is fully automated and computerized, with all equipment stored within the building structure.

The labor involved within the terminal operations is the following: 1) Operating a forklift to off-load raw materials or load finished small pack goods. 2) Connecting hoses to rail cars for in-line Urea liquor blending direct to storage. 3) Conducting lab readings of all product to issue COA's (Certificate of Analysis). 4) Operating a packaging process to bring DEF from storage tanks into 2.5 gal jugs, 55-gal drums & totes.

Automotive Grade Urea liquor domestically produced arrives via rail cars, is pumped through a 4" header pipe and in-line blended with deionized water (DI Water) stored on-site to create the final 32.5% DEF blend. We prefer to utilize a Reverse Osmosis (RO) system to take the incoming city water feed, running it through membranes & resin beds, to produce DI water meeting the ISO specification required. Roughly ~30% of the incoming water is delivered back into the sewer at a 3x concentration level of minerals, etc for which is brought in originally by the city utility. DI water spec is a purified water free of all minerals, chlorine, etc. Generally, sewer municipalities love the water discharge coming back into their system, for which they issue credits on such. This final product is stored in HDPE (Plastic) tanks located within the DEF processing building. This operation takes approximately 9-hours to off-load and test product to generate a Certificate of Analysis. All final product stored is pumped into tanker trucks for local delivery or used in small packs distributed via dry vans. To reiterate two points:

LETTER OF INTENT

1) **The entire operation is conducted within the building structure.**
2) **All inbound concentration of the commodity and outbound final DEF product contain the same make-up properties, non-hazardous, non-flammable, non-polluting & non-toxic.**

Anticipated combined average daily truck traffic is 3 - 4 trips per day, spread out over a 24-hr operation. Since most of our transportation is done in off-peak traffic hours, more trucks will be at night vs during business hours.

Each terminal consists of ~10 - 12 highly trained employees responsible for the operation of the entire terminal. Four Regional Terminal Managers oversees all functions across the U.S., and all stringent safety procedures, training, etc is routinely monitored.

Sincerely,

Brian Hoover
Director Of DEF
Musket Corporation

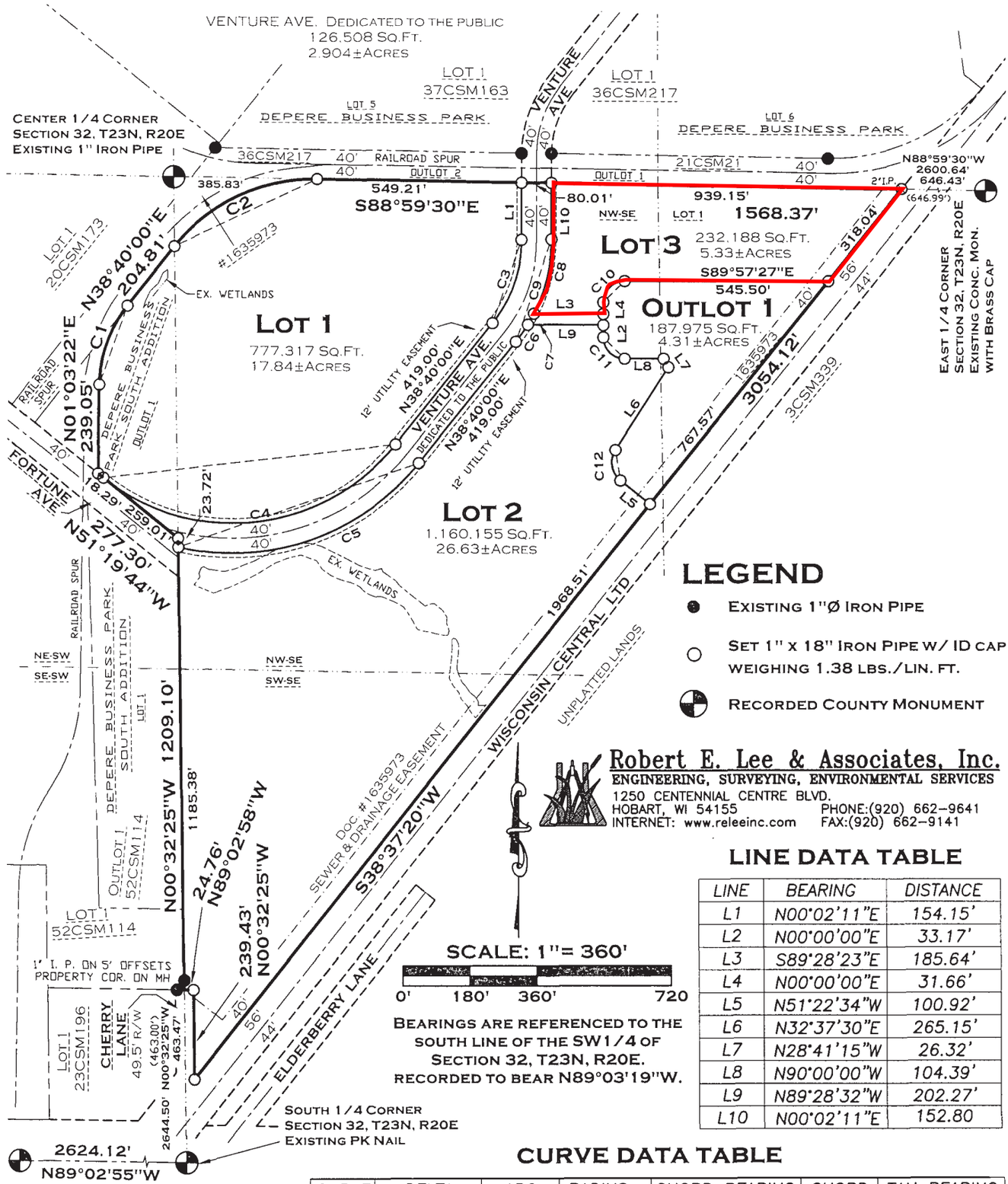
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OF A DOCUMENT RECORDED
IN THE REGISTER OF DEEDS
OFFICE.

2753579

8697

CERTIFIED SURVEY MAP

PART OF OUTLOT 1, DE PERE BUSINESS PARK SOUTH ADDITION LOCATED IN PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; PART OF GOVERNMENT LOT 1, PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 32, T23N, R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.



LEGEND

- ● EXISTING 1"Ø IRON PIPE
- ○ SET 1" x 18" IRON PIPE W/ ID CAP WEIGHING 1.38 LBS./LIN. FT.
- ⊕ RECORDED COUNTY MONUMENT

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BLVD.
HOBART, WI 54155 PHONE:(920) 662-9641
INTERNET: www.releeinc.com FAX:(920) 662-9141

LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	N00°02'11"E	154.15'
L2	N00°00'00"E	33.17'
L3	S89°28'23"E	185.64'
L4	N00°00'00"E	31.66'
L5	N51°22'34"W	100.92'
L6	N32°37'30"E	265.15'
L7	N28°41'15"W	26.32'
L8	N90°00'00"W	104.39'
L9	N89°28'32"W	202.27'
L10	N00°02'11"E	152.80

CURVE DATA TABLE

CURVE	DELTA	ARC	RADIUS	CHORD BEARING	CHORD	TAN BEARING
C1	37°36'38"	229.75'	350.00'	N19°51'41"E	225.65'	
C2	52°20'30"	439.46'	481.06'	N64°50'15"E	424.34'	
C3	38°37'49"	242.72'	360.00'	N19°21'05"E	238.15'	
C4	90°00'16"	879.69'	560.00'	S83°40'08"W	791.99'	
C5	64°39'20"	722.21'	640.00'	S70°59'40"W	684.50'	N76°40'40"W
C6	07°19'20"	56.23'	440.00'	S35°00'20"W	56.19'	
C7	04°27'01"	34.18'	440.00'	S29°07'09"W	34.17'	
C8	26°51'28"	206.25'	440.00'	S13°27'55"W	204.37'	
C9	38°37'49"	296.66'	440.00'	N19°21'05"E	291.07'	
C10	90°02'33"	89.58'	57.00'	N45°01'16"E	80.64'	
C11	90°00'00"	89.54'	57.00'	N45°00'00"W	80.61'	
C12	84°00'04"	90.90'	62.00'	N09°22'32"W	82.97'	

WISCONSIN
DENNIS E. REIM
S-1580
GREEN BAY, WI
LAND SURVEYOR

12/21/16

SHEET 1 OF 4

FILE: R:\0404415CSM.DWG

CERTIFIED SURVEY MAP

An easement for electric, natural gas, and communications service is hereby granted by the City of De Pere to **WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, and all other providers of electric facilities, natural gas facilities, or telephone and cable TV facilities, and the City of De Pere,** Grantees, their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities, including public services provided by the City of De Pere for water mains, sanitary sewers, storm water and associated facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, theron, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

WISCONSIN
DENNIS E.
REIM
S-1590
GREEN BAY,
WI
LAND SURVEYOR

7/21/16

THIS IS AN UNOFFICIAL COPY OF A DOCUMENT RECORDED IN THE REGISTER OF DEEDS OFFICE.

CERTIFIED SURVEY MAP

SURVEYOR'S CERTIFICATE

I, Dennis E. Reim, Professional Land Surveyor, do hereby certify that under the direction of Karen Heyrman, City of De Pere, owner, I have surveyed, divided and mapped part of Outlot 1, De Pere Business Park South Addition located in part of the Northeast ¼ of the Southwest ¼, part of Government Lot 1, part of the Northwest ¼ of the Southeast and part of the Southwest ¼ of the Southeast ¼, all being a part of Section 32, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin described as follows:
Commencing at the East ¼ Corner of said Section 32;
thence N88°59'30"W, 646.66 feet on the north line of said Government Lot 1 to the westerly right of way the Wisconsin Central Ltd Railroad, the POINT OF BEGINNING;
thence S38°37'20"W on said westerly right of way 3054.12 feet to the east right of way of Cherry Lane;
thence N00°32'25"W on said east right of way 239.43 feet to the north line of Cherry Lane;
thence N89°02'58"W on said north line 24.76 feet to the west line of said Southwest ¼ of the Southeast ¼;
thence N00°32'25"W on said west line 1209.10 feet to the northerly right of way of Fortune Ave;
thence N51°19'44"W on said northerly line 277.30 feet;
thence N01°03'22"E, 239.05 feet;
thence 229.75 feet on the arc of a 350.00 foot radius curve to the right, having a long chord that bears N19°51'41"E, 225.65 feet;
thence N38°40'00"E, 204.81 feet;
thence 439.46 feet on the arc of 481.06 foot radius curve to the right, having a long chord that bears N64°50'15"E, 424.34 feet to the north line of said Northwest ¼ of the Southeast ¼;
thence S88°59'30"E on said north line 1568.15 feet to the POINT OF BEGINNING.

Parcel contains 2,484,143 square feet or 57.03 acres of land more or less.

That the within map is a true and correct representation of all the exterior boundaries of the land survey and division thereof. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes and Chapter 14 of the General Ordinances of the City of De Pere in the surveying, dividing and mapping of the same.

Dated this 21 day of July, 2016.

Dennis E. Reim RLS #1590
ROBERT E. LEE & ASSOCIATES, INC.

WISCONSIN
DENNIS E. REIM
S-1590
GREEN BAY, WI
LAND SURVEYOR

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2753579

CERTIFIED SURVEY MAP

MUNICIPAL CORPORATE OWNERS CERTIFICATE

City of De Pere, a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin does hereby certify that said City of De Pere caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on the plat. City of De Pere does further certify that this plat is required by S236.10 or S236.12 to be submitted to the following for approval or objection:
City of De Pere

Michael J. Walsh
Michael Walsh, Mayor

Shana D Ledvina
Shana Ledvina, Clerk-Treasurer

STATE OF WISCONSIN)
COUNTY OF BROWN) ss

Personally came before me this 27th day of July, 2016, the above named owner to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public Carey E. Danen
(print name) Carey E. Danen
Brown County, Wisconsin.
My commission expires: 8-4-17

CAREY E. DANEN NOTARY PUBLIC STATE OF WISCONSIN

TREASURER'S CERTIFICATE

As appointed City of De Pere Treasurer, I hereby certify that the records in our offices show no unpaid taxes, no unredeemed tax sales and no unpaid or special assessments affecting any of the lands included in this plat, as of the dates listed below.

Shana D Ledvina 7/27/2016
Shana D. ~~Defnet~~ Ledvina Date
City of De Pere Treasurer

CITY OF DE PERE SEAL BROWN

COMMON COUNCIL APPROVAL CERTIFICATE

Approved for the City of De Pere this 19th day of July, 2016.

Shana D Ledvina
Shana Ledvina, Clerk

WISCONSIN DENNIS E. REIM S-1590 GREEN BAY, WI LAND SURVEYOR
7/21/16

r:\survey\040415cert.docx1

Sheet 4 of 4

REGISTER'S OFFICE
Brown Co., Wis
Received for record the 3rd day
of August A.D. 2016
at 10:27 o'clock A M. and recorded in
Vol 61 of CSMs on page 349-352
Register of deeds

THIS IS AN UNOFFICIAL COPY OF A DOCUMENT RECORDED IN THE REGISTER OF DEEDS OFFICE.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Resolution #22-96 Authorizing Onsite Services Agreement Between the City of De Pere and Bellin Business & Community Health, a Division of Bellin Memorial Hospital, Inc. ("Bellin") (Worksite Health Services for City Employees and Spouses).**

ATTACHMENTS:

- Reso22-96 (PDF)
- 2023 Bellin Onsite Agreement - for City of DePere (rev. 12-1-2022) (PDF)
- Recommendation and Possible Action to Approve Updated Agreement with Bellin Health for Onsite Services (PDF)

RESOLUTION #22-96

AUTHORIZING ONSITE SERVICES AGREEMENT BETWEEN THE CITY OF DE PERE
AND BELLIN BUSINESS & COMMUNITY HEALTH, A DIVISION OF
BELLIN MEMORIAL HOSPITAL, INC. ("BELLIN")
(Worksite Health Services for City Employees and Spouses)

WHEREAS, the City and Bellin are parties to an Onsite Services Agreement, authorized by Resolution #17-89, providing worksite health coaching and nursing services for the benefit of city employees and their spouses; and

WHEREAS, Bellin is requesting an updated Agreement which increases its pricing by $5.00 per hour (from $50 to $55/hour); and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is authorized and directed to execute the Onsite Services Agreement Between the City of De Pere and Bellin Business & Community Health, a division of Bellin Memorial Hospital, Inc. ("Bellin"), as is attached hereto, together with subsequent renewals thereof, provided the terms and conditions are substantively similar and sufficient funds have been budgeted therefor.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of December, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 12/13/2022

bellinhealth

ONSITE SERVICES AGREEMENT

THIS ONSITE SERVICES AGREEMENT ("Agreement") is entered into by and between **BELLIN BUSINESS & COMMUNITY HEALTH** ("Bellin"), a division of **BELLIN MEMORIAL HOSPITAL, INC. and CITY OF DE PERE**, a Wisconsin municipal corporation **("Client") to be effective on January 1, 2023 (the "Effective Date").** Hereinafter, Bellin and Client may each be referred to individually as a "Party" and collectively as the "Parties."

1. Scope of Services. Client agrees to purchase, and Bellin agrees to provide certain onsite medical services ("Services") for the benefit of Client's employees and their eligible dependents, if any ("Patients"). These Services are described below, in the "Onsite Services Addendum – for Onsite Nurse", and in the "Onsite Services Addendum", both of which are attached hereto and incorporated into this Agreement by reference (collectively, the "Onsite Services Addenda").

2. Payment for Services. Client agrees to pay Bellin for the Services requested by Client and agreed to by Bellin according to this Agreement. Client shall pay Bellin for Services rendered to Patient(s) at the rate indicated for each health care provider listed below ("Provider"). The Providers highlighted in bold below have been mutually approved by the Parties to provide the Services indicated on the Onsite Services Addenda as of the Effective Date of this Agreement. Additional Services, as listed below or in the Onsite Services Addenda, may be requested and provided at any time during the term of this Agreement by mutual agreement in writing of the Parties.

a. **Provider Rates**. Bellin shall bill for all Services furnished under this Agreement on an hourly basis, according to the Discipline Price Structure set forth below ("OnSite Services Fee"):

Patient Admission Rep	$25.00 per hour (min 2 hrs/visit)
Health Technician / Medical Assistant	$38.00 per hour (min 2 hrs/visit)
Wellbeing Activator:	$45.00 per hour (min 2 hrs/visit)
Health Nurse:	$55.00 per hour (min 4 hrs/visit)
Fitness Expert:	$60.00 per hour (min 2 hrs/visit)
Diabetic Educator	$60.00 per hour (min 2 hrs/visit)
Dietician:	$60.00 per hour (min 1 hr/visit)
Mid-Level Provider (NP/PA):	$85.00 per hour (min 2 hrs/visit)
Therapist/Ergonomics Specialist:	$95.00 per hour (min 3 hrs/visit)
Bellin Medical Group Physician:	$150.00 per hour (min 4 hrs/visit)
Occupational Health Physician:	$216.00 per hour (min 2 hrs/visit)

Strep Tests are included in the Onsite Services Fee and will not incur an additional charge. Any other ancillary service provided by Bellin, including all other clinical laboratory services, shall incur an additional charge and shall be billed separately to Client at Bellin's then current rates (the "Ancillary Services Fee"). At Client's request, Bellin shall furnish a copy of its current Ancillary Services Fee to Client.

b. **Fee Modification and Payment**. The Onsite Services Fee shall remain unchanged throughout the Initial Term of the Agreement (as defined below). Beginning in any Renewal Term of the Agreement (as defined below), the Onsite Services Fee shall be subject to increase no more than once per calendar year, upon sixty (60) days prior, written notice to Client. During the Term of the Agreement, the Ancillary Services Fee shall be subject to increase no more than once per year, at the beginning of each calendar year. All invoices shall be paid by Client within thirty (30) days of the invoice date. Client shall be responsible for all costs of collection, including reasonable attorneys' fees and costs provided Bellin is the prevailing party in any litigation.

3. Term of Agreement.

a. This Agreement shall be for a term of one (1) year beginning on the Effective Date and continuing until the first anniversary thereof ("Initial Term"). Thereafter, this Agreement shall automatically renew for successive one-year periods ("Renewal Term", and together with the "Initial Term", the "Term" of the Agreement) unless terminated by either Party by giving written notice of termination at least sixty (60) days prior to the end of the Initial Term or the then current Renewal Term. The above notwithstanding, either Party may terminate this Agreement at any time, with or without cause, by providing sixty (60) days prior, written notice to the other Party.

b. In the event that either Party fails to perform a material term of this Agreement (other than non-payment by Client, which is provided for below), the non-breaching Party shall provide the breaching party with written notice of the breach and the breaching Party shall have ten days to cure the breach. In the event the breaching Party fails to cure the breach within the ten-day period, the non-breaching Party shall have the right to immediately terminate this Agreement upon written notice.

c. **ACKNOWLEDGMENT OF AUTOMATIC RENEWAL**. This provision may be required by Wis. Stat. § 134.49. As provided in Section 3, after the Initial Term, this Agreement shall automatically renew for subsequent one (1) year terms unless a party declines renewal and terminates this Agreement by giving notice of such intent sixty (60) days prior to the end of any Term. To decline automatic renewal, notice must be given by November 1st of the then current Term. The renewal of this Agreement does not automatically trigger an increase in fees.

4. Miscellaneous.

a. Bellin agrees to furnish Providers who are properly qualified and licensed, certified or registered, as appropriate and for whom Bellin has completed a "Caregiver Background Check" under Wisconsin law, including without limitation Wis. Admin. Code Chapter DHS 12, which shall include (i) obtaining a completed State of Wisconsin "Background Information Disclosure" form and (ii) conducting Criminal Records Check of Providers for occurrences within the last four (4) years. Bellin shall also provide a monthly summary of Services provided. Except for those items to be provided by Client pursuant to Section 4(b)

below, Bellin agrees to provide, at its expense, all equipment and supplies required to furnish Services hereunder, which equipment and supplies shall remain Bellin's personal property and returned to Bellin upon termination or expiration of the Agreement.

b. Client shall provide, at no cost to Bellin, consistent, private clinical setting type space (at least for the duration of consultations or treatments), equipment and supplies for Bellin's staff performing Services under this Agreement, which shall include, at a minimum, an adequate writing surface; two functional chairs; reliable, secure and timely internet connection; and access to a telephone, sink and running water; and adequate and reliable electrical supply, heating and air conditioning. Additional equipment and supplies shall be provided by Client at Bellin's request, if necessary for Bellin to perform the Services under this Agreement, and if agreed to by Client.

(i) In the event Client contracts for the Services of any midlevel provider listed in Section 2(a)(5) through 2(a)(8) above, Client agrees to provide, in addition to those items in Section 4(b), one (1) private examination room; one (1) functional bathroom to be used for the purpose of providing Services hereunder during the time Bellin staff are onsite; a waiting area; office space; and a dedicated telephone line capable of making and receiving outside calls.

(ii) Client acknowledges that Bellin may store equipment and supplies, pharmaceuticals, and other Bellin property in space provided by Client under this Section. Such space shall be secure and locked from general access at all times not occupied by Bellin, and Client shall be responsible for any and all loss, damage or liability incurred by Bellin and relating to Bellin's property due to any intentional or negligent act or omission of Client or Client's employees, agents, invitees or contractors.

c. Bellin agrees to provide fifty (50) weeks of staffing coverage per calendar year (pro-rated for partial calendar years, if any) unless otherwise indicated and agreed to in writing by both Parties.

d. Client agrees not to recruit or hire any Bellin Provider involved in providing Services under this Agreement for the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement, unless such Provider is hired pursuant to a public recruitment.

e. No relationship of employer or employee is created by this Agreement, it being understood that this Agreement will not change the employment relationships of the Parties and their respective employees. The parties to this Agreement will act as independent contractors, and no party shall have or exercise any control or direction over the methods by which the other Party's employees perform their work and functions.

f. This Agreement, including all Addenda, sets forth the entire agreement and understanding between Bellin and Client with respect to the subject matter hereof, and supersedes all previous oral or written communications, representations, or agreements between the Parties concerning the subject matter. This Agreement may not be amended except by a written instrument signed or acknowledged by both Parties. The Services covered by this Agreement are in addition to any other services or agreements entered into between the Parties for unrelated services.

g. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin without regard to conflicts of law. Any disputes arising under this Agreement shall be exclusively venued in the circuit court for Brown County, Wisconsin. Each Party shall comply with all applicable federal, state, and local laws, regulations and ordinances.

h. Except as expressly provided herein, neither Party may assign, transfer, delegate, or subcontract, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Bellin's use of agents and subcontractors shall not be deemed a violation of this Agreement provided written notice of such is provided to Client in advance.

i. Each Party agrees to indemnify and hold harmless the other party from and against any and all claims, demands, and expenses (including, but not limited to, expenses of investigation, settlement, litigation, and reasonable attorney's fees) arising out of or resulting from negligence or willful misconduct of the indemnifying Party. This obligation shall survive the termination or expiration of this Agreement. Nothing contained herein is intended to waive or estop Client or its insurer to rely upon the limitations, defense, immunities contained within Wisconsin Statutes including without limitation §893.80. To the extent that indemnification is available and enforceable, the Client or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin Statute §893.80.

j. Bellin agrees to maintain Commercial General Liability insurance, with limits of no less than $1,000,000 per occurrence and $2,000,000 aggregate, and Professional Liability Insurance, with limits of no less than $1,000,000 per occurrence and $3,000,000 aggregate, covering the acts or omissions of Bellin employees providing professional services under this Agreement. Bellin shall provide the City with a certificate of insurance outlining the above coverage and naming the City as an additional insured thereunder for purposes of this Agreement.

k. Both Parties agree to comply with all provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations that may apply to them and ensure appropriate safeguards for the protection of medical information as set forth in those regulations.

l. Both Parties agree and acknowledge that the terms of this Agreement, including the Onsite Services Fee and the Ancillary Services Fee, are confidential to the extent allowed by law, including without limitation the Wisconsin Public Records law (Wis. Stat. §19.31 et. seq.) and Freedom of Information Act, and Client agrees not to disclose the terms of the Agreement or provide a copy of the Agreement (in whole or in part) to any entity or individual not a party to the Agreement, except that Client may disclose the terms of the Agreement and/or provide a copy of the Agreement to professional advisors retained by Client to assist Client in the review of the Agreement or as otherwise required by law or Court order.

m. This Agreement shall not be deemed to be an exclusive contract and Bellin shall be free to perform services similar or comparable to the Services contemplated herein for other companies and to enter into agreements for health clinics and similar services directly with employers.

n. Each Party represents and warrants to the other that it (and each of its agents, employees, or any substitutes thereof providing Services under this Agreement) (a) is not currently excluded, debarred or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. 1320a-7b(f) (the "Federal health care programs"); (b) is not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (c) is not under investigation or otherwise aware of any circumstances which may result in its (or its agents, employees, or any substitutes providing Services under this Agreement) being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement, and each Party shall immediately notify the other Party of any change in the status of the representation and warranty set forth in this Section. Any breach of this Section shall give the non-breaching Party the right to terminate this Agreement immediately.

o. Bellin shall not be liable for delay or failure to fulfill any of its obligations to Client under this Agreement because of conditions or events that are beyond Bellin's reasonable control (regardless whether such conditions or events are foreseeable or unforeseeable), including, without limitation, acts of God, fires, floods, hurricanes, tornados, storms, power outages, transportation interruptions, epidemic, labor shortages (including, without limitation, due to COVID-19 infection or fear of infection) quarantine or shelter-in-place orders, government-mandated shutdowns, other acts of , vandalism, riots, war, acts of terrorism, changes in laws, or issuances of executive orders. In the event of any such delay or failure, Bellin shall be excused from performance of its obligations under this Agreement to the extent caused by such condition or event, and Bellin may, at its sole discretion and option (i) extend the relevant delivery or performance dates by the amount of time that Bellin was delayed as a result of such condition or event; or (ii) immediately terminate this Agreement without liability.

IN WITNESS WHEREOF, the Parties pledge their faithful performance of this Agreement.

BELLIN MEMORIAL HOSPITAL, INC.
d/b/a Bellin Business & Community Health

By:_____

Print Name:_____

Title:_____

Date:_____

CITY OF DE PERE

By:_____

Print Name:_____

Title:_____

Date:_____

Onsite Services Addendum – for Onsite Nurse

Onsite Services Addendum

EDUCATION	Doctor	Mid-Level	Rehab	Specialized Training	Nurse	Tech/MA	Medical Director
General Topics	x	x	x		x	x	x
Ergo/Back/Body Mech			x				
1st Aide					x		
CPR						x	
Blood Born Pathogen					x		
Women's Health	x	x	x	x	x		
OSHA Topics	x				x		x
Wellness (General)						x	
Health & Healing					x		
Stress					x		
Nutrition					x		
Nutrition (Dietician)				x			
Fitness (General)				x	x		
Fitness				x			
Smoking Cessation				x	x		
Weight Mgmt				x	x		
PREVENTION							
Pre-place Physical Exam	x	x					
Personal Fitness Training						x	
HRA Follow Up					x		
Drug/Alcohol Screening					x	x	
BP Monitoring					x	x	
Audiogram					x	x	
Pulmonary Function Test					x	x	
Respirator Fit Test					x	x	
Ergo Program Devel			x				
Vaccinations/ Immunize					x	x	
Post offer Funct Assess			x				
Ergo/Eval/Survey			x				
General Medical Counsel	x	x			x		x
Company Walk Through	x	x	x		x	x	x
Med. Policy Review	x						x
Surveillance Physicals	x	x					
Fitness Center Set up/Staff						x	
Fitness Stretching						x	
Pre-Work Stretch Routine			x			x	
TB Skin Test					x	x	
TREATMENT							

Work Injury Evaluation	x	x	x				x
Work Injury Triage/Protocol			x	x			
Work Injury Treatment	x	x	x	x			x
Work Related Determine	x	x					x
Physical Therapy			x				
Occupational Therapy			x				
Sick Call (Gen Medical)	x	x					x
Sick Call Triage/Protocol				x			
General Medical f/u care	x						x
Accident Investigation				x			x
RTW/RECORD KEEPING							
Fit for Duty Exam	x	x					x
Functional Capacity Eval			x				
Physical Job Descriptions			x				
Transition to Gen Fitness						x	
Transitional Duty Program			x	x			
Restriction Interpretation			x	x			
Medical Case Review	x						x
Substance Abuse Flw-Up				x			
Work Hardening			x				
Work Comp Case Mgmt				x			
ASAP Return to Work			x				
RTW Policy Devel	x						x
OSHA 300 Log Keeping				x			
W Trend Analysis				x			
Work Injury Claims Review							x
Accommodation Recommendations							x
Review STD & LTD Claims							x
FMLA case review							x

Resolution #____

CITY OF DE PERE
MEMO

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
Date: December 13, 2022

RE: **Recommendation and Possible Action to Approve Updated Agreement with Bellin Health for Onsite Services**

Note: At the December 13, 2022, Finance/Personnel Committee the below recommendation was approved unanimously.

In 2017 the City of De Pere contracted with Bellin Health for onsite nursing services for benefit eligible employees and spouses. The Nurse provides a variety of services to employees and spouses including managing chronic conditions, stress reduction techniques, immunizations, and more. Beginning in January 2023, the hourly cost for the onsite nursing services will increase $5/hour, from $50/hour to $55/hour. The cost of the onsite services is paid from the Health Cash fund, so no additional funding is being requested. Therefore, I am asking for your approval of the updated contract. In addition, I am recommending that the Mayor is authorized to sign the agreements as well as any subsequent renewals or extensions, provided the terms are substantially similar and sufficient funds are budgeted therefor.

If you have any questions before the meeting, please feel free to contact me at 339-4045.

Thank you.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Consideration and Possible Action on Approval of Certain Fees for 2023.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**A. Resolution #22-97 Regarding Certain Fees.**

ATTACHMENTS:

- Reso22-97 (PDF)
- Copy of 2023 Proposed Police Fees (PDF)
- DRAFT Building Inspection Fee Schedule 2023 (PDF)
- DRAFT Planning Fee Schedule 2023 (PDF)
- FEE SCHEDULE PROPOSAL-PUBLIC WORKS-2023 (PDF)

RESOLUTION #22-97

REGARDING CERTAIN FEES

WHEREAS, the Common Council wishes to establish revised fees for services rendered.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council imposes the attached changes to fees for such services indicated.

BE IT FURTHER RESOLVED THAT:

Fees established for licenses issued shall be effective the license year commencing after adoption of this resolution.

BE IT FURTHER RESOLVED THAT:

Such non-license fees established hereunder shall be effective January 1, 2023.

BE IF 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 20th day of December, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: ____
Nays: ____

POLICE DEPARTMENT FEES

	2015	2016-2022	2023
Fee Type	Old Fee	Current Fee	Proposed Fee
Pawnbroker/Secondhand Article/Jewelry Dealer Daily Reporting Failure	$15.00	$20.00	$25.00
Sexually Oriented Adult Establishment Employee Registration	$10.00	$15.00	$20.00
Parade (See City Special Events Permits)	no fee established		
Processing Fees			
- Fingerprint	$6.00	$6.00	$15.00
- Quick Background Checks (employees of local businesses)	$1.00	$1.00	$2.00
- Report Copying	$.25/page	$.25/page	$.25/page
- CD Copy	$5.00	$5.00	$5.00

2023 BUILDING DEPARTMENT FEES

Fee Type	Current Fee	Proposed 2023 Fee
Residential Building Permit - New/Add	$.12/sq ft	No change
Commercial Tenant Build-out Permit	$.22/sq ft	No change
Warehouses - New/Add Building Permit	$.12/sq ft	No change
Comm/Ind/Institutional/Multi Fam - New/Add	$.22/sq ft	No change
Comm/Ind/Institutional/Multi Fam - Alt/Rep/Rem	$12/$1,000	No change
Residential - Alt/Rep/Rem	$10/$1,000	No change
1-2 Family Dwelling Plan Review - New/Add	$135.00	$175.00
Multi-Fam/Comm/Ind Plan Review - New/Add	$215.00	$250-$500/sq.ft
Fire Alarm System	$75.00	$100.00
Fire Suppression Sprinkler System - New/Add/Alt	$300 + $75/riser or floor	$350 + $80/riser or floor
Flood Plain Development Fee	$165.00	$175.00
Flood Plain Zoning Letter	$95.00	$100.00
Soil Erosion Control Fee <20,000 sq ft	$95.00	$150.00
Soil Erosion Control Fee >20,000 sq ft	$215.00	$250.00
State UDC Permit Seal	$50.00	No change
Residing/soffits	$75.00	No change
Shed (<200 sq ft)	$50.00	No change
Deck/Gazebo	$75.00	No change
Detached Garage (>200 sq ft)	$75.00	No change
Swimming Pool/Hot Tub/Spa	$6/every $1000	$75.00
Pool Abandonment	$30.00	No change
Canopy (installed over gas station dispensers)	$275.00	$300.00
Awnings/Canopies to Exterior of Buildings	$75.00	$100.00
Moving Building (<600 sq ft)	$100.00	No change
Moving Building (>600 sq ft)	$300.00	No change
Window/Door Replacement	$10/every $1000	$75.00
Working Without a Permit	NEW FEE	Double Fee
Wrecking Permit (<600 sq ft)	$50.00	No change
Wrecking Permit (>600 sq ft)	$160.00	$175.00
Early Start (footings & foundation)	$160.00	$175.00
Fence	$50.00	No change
Reinspection Fee	$75.00	No change
Renew Lapsed Permit	$75.00	No change
Grade Permit	$85.00	No change
Curb Cut	$35.00	No change
Docks	$50.00	No change
Fox River Bank Stabilization/Rip Rap	$50.00	No change
Occupancy w/o permit or before final inspection	$125.00	No change
Radio/Television/Wireless Communication Tower	$300.00	No change
Bleachers/Assembly Seating	$125.00	No change
Residential Driveway/Parking Lot	$50.00	$75.00
Comm/Ind/Multi Driveway/Parking Lot	$150.00	No change
Sign Contractor Annual License	$130.00	No change
Sign Permit	$75.00	$100.00

Sign Variance	$165.00	$300.00
Payment in Lieu of Dedication - Single Family	$300.00	No change
Payment in Lieu of Dedication - Two Family	$600.00	No change
Payment in Lieu of Dedication - Multi Family	$130.00/bedroom	$150.00/bedroom
Change of Use/Occupancy/Special Inspections	NEW FEE	$75.00
Tent Permit	NEW FEE	$75.00
Municipal Service Fee - First violation	NEW FEE	$75.00
Municipal Service Fee - Second Violation	NEW FEE	$150.00
Municipal Service Fee- Third Violation	NEW FEE	$300.00

HVAC PERMIT FEES

Fee Type	Current Min	Proposed Min	Current Fee	Proposed 2023 Fee
Residential - New/Add	$50.00	$75.00	$.10/sq ft	No change
Comm/Ind/Inst/Multi Fam - New/Add	$100.00	No change	$.14/sq ft	No change
Warehouses - HVAC/MUA/AH/VAV/RTU			$75.00/unit	No change
Warehouses - infrared heating units			$130/unit	No change
1-2 Family - Alt/Repair/Remodel	$50.00	$75.00	$7/$1,000	No change
Multi/Comm/Ind/Inst - Alt/Rep/Rem	$100.00	No change	$8/$1,000	No change
Furnace/Boiler Replacement			$75.00	No change
Air Conditioner			$75.00	No change
Fireplace			$75.00	No change
Wood Burning Unit/Space Heater			$75.00	No change
Geo Thermal			$75.00	No change
Re-inspection fee			$75.00	No change
RTU/MUA/AH			$75.00	No change
Kitchen Hood			$75.00	$100.00
Spray Booth			$75.00	$100.00
VAV Unit			$75.00	No change
Unit Heater			$75.00	No change
Infrared Heater			$130.00	No change

ELECTRIC PERMIT FEES

Fee Type	Current Min	Proposed Min	Current Fee	Proposed 2023 Fee
Residential - New/Add	$50.00	$75.00	$.10/sq ft	No change
Warehouses - New/Add	$100.00	No change	$.12/sq ft	No change
Comm/Ind/Inst - New/Add	$100.00	No change	$.14/sq st	No change
Alt/Repair/Remodel (1-30 fixtures)			$50.00	No change
Alt/Repair/Remodel (31-60 fixtures)			$75.00	No change
Alt/Repair/Remodel (61-90 fixtures)			$100.00	No change
Alt/Repair/Remodel (>90 fixtures)			$125 +$.50/ea. opening >90)	No change
Single Family Service Change			$75.00	No change
Two Family Service Change			$75.00	No change
Service Change (all others)			$100.00	No change
Gas Station Pump Control Panel			&75.00	No change
Gas Station Canopy Lights			$75.00	No change
Gas Station Dispensers			$75.00	No change
Illuminated Signs			$75.00	No change
Temporary Electrical Service			$50.00	No change
Accessory Building			$50.00	$75.00
Re-inspection Fee			$75.00	No change
Cell Tower			$100.00	No change
Active Sub-Slab Ventilation System			$75.00	No change
Generator/Standby Sytem			$75.00	No change
Vehicle Charging Station			NEW FEE	$75.00

PLUMBING PERMIT FEES

Fee Type	Current Min	Proposed Min	Current Fee	Proposed 2023 Fee
Residential - New/Add/Alt	$50.00	$75.00	$11/fixture	No change
Buildings Requiring State Approval (16+ fixtures)			$175 + $11/fixture	No change
Lawn Sprinkler Systems			$75.00	No change
Replacement Water Heater			$75.00	No change
Cap sanitary sewer			$75.00	No change
Sewer Lateral Connection			$125.00	No change
Re-inspection fee			$75.00	No change

2023 PLANNING DEPARTMENT FEES

Fee Type	Current Fee	Proposed 2023 Fee
Cell Tower	$305.00	$325.00
Conditional Use Permit	$305.00	$350.00
Condo Plat Review	$278 + (# of lots x $68) + (# of common elements x $68)	$300 + (# of lots x $68) + (# of common elements x $68)
CSM Review	$368.00	$375.00
New Easement/Easement Release	$368.00	$375.00
Land Use Permit	$168.00	$175.00
Preliminary Plat Review	$278 + (# of lots x $68)	$300 + (# of lots x $68)
Final Plat	$195.00	$200.00
ROP (Revocable Occupany Permit)	$32.00	$35.00
Rezoning (Includes PDD/PIP)	$305.00	$350.00
Right-of-Way Vacation	$305.00	$350.00
Short Term Rental	$250.00	$350.00
Site Plan Review	$305.00	$350.00
Street Name Change	$220.00	$350.00
Variance	$168.00	$175.00
Zoning Verification Letter	$50.00	$75.00
Comprehensive Plan Amendment	NEW FEE	$500.00
Other/Unspecified	NEW FEE	$300.00

PUBLIC WORKS FEES

PERMIT	2023 FEE
Excavation Permit	
Small Utility Project Permit	$80.00
Medium Utility Project Permit	$150.00
Large Utility Project Permit	$220.00
Very Large Utility Project Permit	Actual Cost
Excavation in ROW Outside of Street Area	$80.00
Boring within Street ROW-Servicing One Property & Sewer is Located Behind Curb	$80.00
Boring within Street ROW	$540.00
Road/Street Open-Cut Excavation within Street Pavement Area	$1,090.00
Curb Cut	$40.00
Concrete Workers License	$60.00
Special Brush Pick-up Minimum	$55.00
Special Rubbish Pick-up Minimum	$55.00
Small Garbage Container	$95.00
Large Garbage Container	$105.00
Small Recycle Container	$95.00
Large Recycle Container	$105.00
Salt per Ton	Not being sold
Salt Brine per Gallon	$0.25
Overflow Tags	$3.00
****Sidewalk Snow Removal Fee**	$1.12/LF
****Sidewalk Compact Snow Removal Fee**	$1.77/LF
Grade Setting Permit	$90.00
Private Well Permit (5 year permit)	
New	$1,225.00
Renewal	$600.00
Water Development Charges	
Post Construction runoff	

** Rates approved by Board of Public Works annually on or before November 1st

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**B. Resolution #22-98 Regarding De Pere Parks, Recreation & Forestry Park and Facilities Rentals, Recreation Programs, Aquatics and Community Center 2023 Fees.**

ATTACHMENTS:

- Reso22-98 (PDF)
- Park and Forestry 2023 Fee Schedule (PDF)
- 2023 Fees - Recreation Programs (PDF)
- 2023 Fees - Aquatics (PDF)
- 2023 Fees - Community Center (PDF)

RESOLUTION #22-98

REGARDING DE PERE PARKS, RECREATION & FORESTRY
PARK AND FACILITIES RENTALS, RECREATION PROGRAMS, AQUATICS
AND COMMUNITY CENTER 2023 FEES

WHEREAS, the Common Council wishes to establish revised fees for services described herein.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council imposes the attached revised fees for such services as are to be provided by the De Pere Parks, Recreation and Forestry Department in 2023.

BE IT FURTHER RESOLVED THAT:

Such fees established hereunder shall be effective January 1, 2023.

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 20th day of December, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes ____
Nays ____

De Pere Park, Recreation & Forestry
Park and Facilities Rental Fees
2023 Fees

Park Shelters			
	Resident	Non-Resident	
Outdoor/Indoor Shelters (Friday, Saturday, Sunday and Holidays)	$140.00	$160.00	
Outdoor/Indoor Shelters (Monday - Thursday)	$65.00	$80.00	

Park and Facility Rental Fees			
	City Sponsored Youth Groups	Non-Revenue Generating Organizations and De Pere Service Groups	All Other Groups
Softball / Baseball Fields (per field) Note: Special field marking is not provided. Chalk and machine are provided on-site in locations. If field must be marked, additional charges will be applied based on time and materials.	Rental Fees Waived	$7.00 per hour or $70.00 per day (lights included)	$17.00 per hour or $130.00 per day (Lights - additional $25.00/day) Long term rentals (5 or more dates) $14.00 per hour
Soccer / Football Fields (per field) Note: Special field marking is not provided. If field must be marked, additional charges will be applied based on time and materials.	Rental Fees Waived	$7.00 per hour or $70.00 per day (lights included)	$17.00 per hour or $130.00 per day (Lights - additional $25.00/day) Long term rentals (5 or more dates) $14.00 per hour
Tennis Courts (battery of 2 - 3 courts)		$40.00 per day	$130.00 per day
Boat Launches (ramps open to public)		$65.00 per day	$130.00 per day
Parks (only Fairgrounds, Legion, VFW and Voyageur)		$200.00 per day; shelters extra charge	$400.00 per day; shelters extra charge
Swimming Pools (contact department for availablility and rates)			

Spring / Fall Tree Planting		
	Fee	
Spring / Fall Tree Planting (plus Tax)	$140.00	$147.70 including tax

Permits	
	Fee
Canine Goose Patrol	no fee established
Possession of Intoxicating Liquor in Park	no fee established
Park Private Vendor Permit	$600.00
Plant removal and Maintenance	no fee established
Permit to Trim Trees	no fee established
Permit to Prevent Access of Air and Water to Roots of Tree, Plant or Shrub in Public Highway or Place	no fee established
Attachment to Trees	to be established
Planting Trees on Streets	no fee established
Boat Launch - Annual Permit (established by separate resolution)	$60.00
Boat Launch - Additional Vehicle (established by separate resolution)	$5.00 per vehicle
Boat Launch - Daily Permit (established by separate resolution)	$6.00
Voyageur Park - Overnight Boat Docking	$15.00
Revocable Occupancy Permit for encroachment/obstructions upon park property	$30.00

Banner Placement	
Claude Allouez Bridge Deposit	$100.00
Over Third and Reid Street Deposit	$100.00
Existing Poles in City Right of Way Deposit	$100.00

De Pere Park, Recreation & Forestry
Recreation Programs
2023 Fees

Recreation - YOUTH PROGRAMS			
	Resident	Non-Resident	Resident & Non-Resident
Program Cancellation Fee	$8.50 per class/registrant		
Cookies and Cocoa Bingo	$7.00	$7.00	
Oodles of Art	$47.00	$62.00	
Candy Making Workshop	$14.00	$29.00	
Art In the Park	$11.00	$22.00	
Teddy Bear Picnic	$11.00	$22.00	
Oodles of Art - Workshop	$11.00	$22.00	
Cookie Decorating Workshop	$11.00	$22.00	
Mini Camps	$26.00	$41.00	
Learning Tree Adventures	$158.00	$173.00	
Kamp Kinder Adventure	$64.00	$79.00	
Sports'tacular (6 weeks)	$28.00	$43.00	
Sports'tacular (8 weeks)	$34.00	$49.00	
YEL Camp - Chess	$142.00	$157.00	
YEL Camp - Lego	$142.00	$157.00	
Art Expressions	$47.00	$62.00	
Art Explosion	$47.00	$62.00	
Tea Parties	$13.00	$28.00	
Firefighter Friends	$8.00	$16.00	
Tumblebees (8 weeks)	$33.00	$48.00	
Tumblebees (12 weeks)	$56.00	$71.00	
Tiny Tumblers (8 weeks)	$33.00	$48.00	
Tiny Tumblers (12 weeks)	$56.00	$71.00	
Tumbling (12 weeks)	$56.00	$71.00	
Little Yogis	$32.00	$47.00	
Dance with Ribbons Camp	$18.00	$33.00	
Twirl Team	$170.00	$185.00	
Summer Pom Clinic	$31.00	$46.00	
Pom & Dance	$155.00	$170.00	
Intro to Dance	$38.00	$53.00	
Youth Dance	$175.00	$190.00	
ABC, 123 Dance with Me	$30.00	$45.00	
Summer Dance Pre-Ballet (3-4 yrs)	$33.00	$48.00	
Summer Dance Tap/Ballet/Hip Hop/Jazz	$41.00	$57.00	
Youth Rec Night Day Pass	$6.00	$8.00	
Youth Rec Night Season Pass	$30.00	$45.00	
Little Ninjas (7 weeks)	$32.00	$47.00	
Little Ninjas (6 weeks)	$30.00	$45.00	
Tennis Lessons - Youth	$56.00	$71.00	
Youth Tennis Tournament (dbl elim)	$15/singles	$19/doubles	
Youth Flag Football League	$49.00	$64.00	*
Youth Flag Football Late Fee	$12.00	$12.00	
Pee Wee Flag Football	$31.00	$46.00	

* Additional $1/participant for scheduling software

Recreation Programs

Recreation - KIDZ ZONE	Resident	Non-Resident	Resident & Non-Resident
Registration Fee			$39.00
Cancellation Fee 2 week notice			(retain fee for 2 weeks)
Early Release Days Per Participant			$18.00
All Fees for Kidz Zone are per participant/per week			
Full Time (4-5 days/wk) Before School			$46.00
Full Time (4-5 days/wk) After School			$55.00
Full Time (4-5 days/wk) Before & After School			$91.00
Part-Time (3 days/wk or less) Before School			$32.00
Part-Time (3 days/wk or less) After School			$39.00
Part-Time (3 days/wk or less) Before & After School			$67.00
Kid's Day Camps	$36.00	$51.00	

Recreation - SUMMER CAMP	Resident	Non-Resident	Resident & Non-Resident
Registration Fee Per Participant			$39.00
Cancellation Fee for one week/Per Participant (with 2 week notice)			$41.00
Cancellation Fee for all additional weeks/Per Participant (with 2 week notice)			$67.00
Weekly Camp Fee	$161.00	$176.00	
Half Day/4th of July Week	$132.00	$147.00	

Recreation - SUMMER PLAYGROUNDS			Resident & Non-Resident
Playground Program			$20.00
Kids Night Out - Rule the Pool			$5.00
Summer Carnival			$0.25
Movie in the Park			Free

Recreation - FAMILY PROGRAMS	Resident	Non-Resident	Senior Citizen Resident
Daddy Daughter Dance/Per Couple	$32.00	$32.00	$6/additional child
Tae Kwon Do (7 weeks)	$32.00	$47.00	$24.00
Tae Kwon Do (6 weeks)	$30.00	$45.00	$23.00
Advanced Tae Kwon Do	$32.00	$47.00	

Recreation - ADULT/SENIOR PROGRAMS	Resident	Non-Resident	Senior Citizen Resident
Watercolor Group	$30.00	$30.00	
Stained Glass (6 weeks)	$55.00	$70.00	$41.00
Stained Glass (8 weeks)	$73.00	$88.00	$55.00
Studio Oil Paint	$83.00	$98.00	$62.00
Social Dance (5 weeks)	$44.00	$59.00	$33.00
Tennis	$56.00	$71.00	$42.00
Yoga (7 weeks)	$47.00	$62.00	$36.00
Yoga (6 weeks)	$42.00	$57.00	$32.00
Gentle Chair Yoga	$42.00	$57.00	$32.00
Restorative Yoga (7 weeks)	$47.00	$62.00	$36.00
Restorative Yoga (6 weeks)	$42.00	$57.00	$32.00
Yin Yoga	$47.00	$62.00	$36.00
Strength N'Core (7 weeks)	$42.00	$57.00	$32.00
Strength N' Core (6 weeks)	$37.00	$52.00	$28.00
Strength & Cardio (7 weeks)	$32.00	$47.00	$24.00
Strength & Cardio (6 weeks)	$30.00	$45.00	$23.00
Zumba (7 weeks)	$32.00	$47.00	$24.00
Zumba (6 weeks)	$30.00	$45.00	$23.00
Meditative Fusion	$30.00	$45.00	$23.00
Tai Chi (7 weeks)	$32.00	$47.00	$24.00
Tai Chi (6 weeks)	$30.00	$45.00	$23.00
Drop-in Fees for Fitness Classes (1 hr.)	$10.00	$10.00	$10.00
Drop-in Fees for Fitness Classes (45 min.)	$8.00	$8.00	$8.00
Drop-in Fees for Fitness Classes (30 min.)	$6.00	$6.00	$6.00
Luncheons/Bingos	$8.50	$8.50	
Music Shows	$7.50	$7.50	
Summer Picnic	$5.50	$5.50	
Cribbage Tournament/Team	$28.00	$28.00	

Recreation - ADULT LEAGUES ***	Resident	Non-Resident	Team Fee
Kickball	$22.00	$42.00	$150.00
Softball - Summer	$34.00	$54.00	$260.00
Softball - Fall	$22.00	$42.00	$150.00
Basketball - Officiated	$41.00	$61.00	$530.00
Basketball - Self Officiated	$41.00	$61.00	$60.00

***Additional $7/team for scheduling software for all Adult Leagues

De Pere Park, Recreation & Forestry
Swimming Pools
2023 Fees

Summer Pools

LEGION

General Admission Tickets	Resident & Non-Resident
Baby Pool (0-2 years old)	$2.00
Single (3-59 years old)	$5.00
Senior (60+ years old)	$4.00

VFW

General Admission Tickets	Resident & Non-Resident
Baby Pool (0-2 years old)	$3.00
Single (3-59 years old)	$7.00
Senior (60+ years old)	$5.00

Legion Only

Pre-Season Swim Passes	Resident	Non-Resident
Individual	$37.00	$69.00
Family	$74.00	$158.00
Senior	$27.00	$69.00

Legion Only

In-Season Swim Passes	Resident	Non-Resident
Individual	$48.00	$79.00
Family	$84.00	$168.00
Senior	$37.00	$79.00

Legion & VFW

Pre-Season Swim Passes	Resident	Non-Resident
Individual	$48.00	$95.00

Family	$105.00	$221.00
Senior	$37.00	$95.00

In-Season Swim Passes ***Legion & VFW***

Individual	$58.00	$105.00
Family	$116.00	$231.00
Senior	$48.00	$105.00

Aquatics - Lap Swim Both Pools

	Resident	Non-Resident	Resident & Non-Resident
Daily			$4.00
Season Pass	$45.00	$60.00	
Season Pass Senior	$35.00	$50.00	

Swim Lessons

3-Week Swim Lessons	$43.00	$58.00	N/A	*Fee increases due to staffing wage increase*

Private Lessons

4- 30 minute lessons	$92.00	$107.00		*Fee increases due to staffing wage increase*
8- 30 minute lessons	$175.00	$191.00		*Fee increases due to staffing wage increase*

Semi-Private Lessons

4- 30 minute lessons	*Eliminated*		
8- 30 minute lessons	*Eliminated*		

Aquatics - SYBLE HOPP AQUATICS

(Fee increases due to staffing wage increase, staffing quantity changes and anticipated rental fee increases)

	Resident	Non-Resident	Senior Citizen Resident	
Parent Child (7 weeks)	$30.00	$45.00	N/A	*Fee increases due to staffing wage increase, staffing qty chai*
Parent Child (6 weeks)	$26.00	$39.00	N/A	*Fee increases due to staffing wage increase, staffing qty chai*
Water Aerobics (7 weeks)	$35.00	$50.00	$28.00	*Fee increases due to staffing wage increase, staffing qty chai*
Water Aerobics (6 weeks)	$30.00	$43.00	$24.00	*Fee increases due to staffing wage increase, staffing qty chai*
Water Fitness (6 weeks)	$30.00	$43.00	$24.00	*Fee increases due to staffing wage increase, staffing qty chai*

Junior Lifeguarding

Jr. LG (4 weeks)	$90.00	$105.00	N/A

Pool Rental Fees - LEGION ONLY

Pool Rental Fee Schedule

Number of Patrons	Rental Fee Per Hour	
1-60	$120.00	**Concessions available for additional $25 per hour up to 60 patrons. $45 per hour with 61+ patrons. *Inflatables available for additional $50*
61-136	$145.00	
137-236	$175.00	
~~237-336~~	~~$200.00~~	

drop last rate - pool capacity is 236

Pool Rental Fees - VFW ONLY w/ NO SLIDE

Pool Rental Fee Schedule

Number of Patrons	Rental Fee Per Hour	Rental Fee w/Tot Pool	
1-60	$175.00	$200.00	**Concessions available for additional fee $25 per hour 1-60 patrons $45 per hour 61+ patrons
61-136	$200.00	$225.00	
137-236	$225.00	$250.00	
237-336	$250.00	$275.00	

If additional guards are required renter will pay an additional $25/per guard after parties of 60 or more.

Pool Rental Fees - VFW ONLY w/ SLIDE

Pool Rental Fee Schedule

Number of Patrons	Rental Fee Per Hour	Rental Fee w/Tot Pool	
1-60	$200.00	$225.00	**Concessions available for additional fee $25 per hour 1-60 patrons $45 per hour 61+ patrons
61-136	$225.00	$250.00	
137-236	$250.00	$275.00	
237-336	$275.00	$300.00	

If additional guards are required renter will pay an additional $25/per guard.

Pool Rental Fees - LEGION & VFW Pools

TOT Pool Rental Fee Schedule

1 hour rental	$50.00 per hour (*up to 25 people*) **Legion**
1 hour rental	$75.00 per hour (*up to 25 people*) **VFW**

De Pere Park, Recreation & Forestry
De Pere Community Center
2023 Fees

Room Reservations

	Resident	Non-Resident	Resident & Non-Resident
Large Activity Rooms with Kitchens/Four Hour Rental	$180.00	$210.00	
Large Activity Rooms with Kitchens Full Day Rental	Eliminated		
Meeting Rooms/Four Hour Rental	$85.00	$110.00	
Meeting Rooms/Full Day Rental	Eliminated		
Meeting Rooms/Additional Hours			$30.00/hr
Large Activity Rooms/Additional Hours			$50.00/hr
Addt'l Time from 10:30pm - midnight/Full Day Rental			Eliminated
Set up/Take Down/Clean Up Fee Per Hour			$75.00
Additional Cleaning Fee Per Hour			$50.00
Call-In Fee Assistance Per Time			$65.00
On-Site Call-In Fee Per Time			$125.00; $65/hr. after 2 hours
Reservation Cancellation Fee Per Time			$40.00
Reservation Date Change Fee Per Time			$20.00
Security Deposit		Matches Rental Fee, not to exceed $500	
Security Deposit for Non-Profit or Youth Organizations Flat Rate			$140.00
Birthday Parties ($100 minimum)			$18.00

Storage Bins/Cabinets/Audio-Visual Equipment

	Resident	Non-Resident	Resident & Non-Resident
Storage Bins 6 month minimum			$87.50
Storage Bins Per Year			$175.00
Cabinets Per Month			$14.00
TV, VCR, DVD Player (Per Unit)			$17.00
35mm Slide Projector (Per Unit)			$17.00
Overhead Projector (Per Unit)			$17.00
Cordless Microphone (Per Unit)			$17.00
Conference Phone (Per Unit)			$17.00
LCD Projector/digital Presenter (Per Unit)			$38.00

Contracted Rental Agreements

Brown County Per Month	N/A		
Freezer/Year	N/A		

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**Finance Department**
FROM:	**Joe Zegers**
SUBJECT:	**Resolution #22-99 Authorizing Issuance of a Promissory Note for Temporary Borrowing of $350,000 for Public Purposes.**

At its meeting on December 13, 2022, the Finance/Personnel Committee voted unanimously to move this item forward for Council approval.

ATTACHMENTS:

- Reso22-99 (PDF)
- Exhibit A - Resolution #22-87 (PDF)
- 2022 Short Term Note Memo - December 8-2022 (PDF)
- Associated Bank Short Term Note Commitment Letter 2022- 11-18-22 (PDF)

RESOLUTION #22-99

AUTHORIZING ISSUANCE OF A PROMISSORY NOTE FOR
TEMPORARY BORROWING OF $350,000 FOR PUBLIC PURPOSES

WHEREAS, Wis. Stat. § 67.12(12) authorizes municipalities to issue promissory notes as evidence of indebtedness for any public purpose; and

WHEREAS, on November 15, 2022, the Common Council adopted Resolution #22-87, a copy of which is attached as Exhibit A, approving the City's 2023 budget, including authorization for indebtedness of $350,000 in 2022 with repayment thereof, including interest, in 2023 to purchase the following equipment and services:

1. $10,000 for IT-Police Department Security Cameras;
2. $10,000 for City Hall-Annual Maintenance;
3. $27,433 for Health-Replace Flooring, Paint & Add Office;
4. $22,730 for Police/Fire-Purchase Tethered Drone;
5. $26,667 for Police-Lease Two Administrative Vehicles;
6. $ 3,299 for Police-Cell Phone Data Extraction Renewal
7. $13,500 for Police-Window Replacement;
8. $13,500 for Fire-Replace Station #1 West Wing Office Windows;
9. $10,000 for Street Scape Art Improvements@Nicolet Square/Main St;
10. $27,500 for MSC-Replace Rain Gutters;
11. $13,750 for MSC-Install Four EV Charging Stations;
12. $ 6,300 for Weed Control-Flail Mower for Tool Cat;
13. $10,000 for Community Center-Facility Improvements/Upgrades;
14. $25,000 for Parks-ADA Sidewalk & Hard Surface Replacement Program;
15. $20,000 for Parks-Braisher Park Sidewalk Repair;
16. $15,000 for Parks-Park Light Replacement Program;
17. $12,000 for Parks-Preserve Park Sign Replacement;
18. $ 9,821 for Parks-Main St Railroad Underpass Planting Consultant;
19. $ 6,000 for Boat Ramp-Perkofski Dock Section Replacement;
20. $7,500 for Boat Ramp-Perkofski Ticket Machine Replacement;
21. $ 6,000 for Boat Ramp-Bomier/Front St Dock Repair & Restructure;
22. $ 4,000 for Boat Ramp-Perkofski Canoe/Kayak Launch Installation;
23. $30,000 for Parks Equipment-Truck 15 Replacement;
24. $20,000 for Parks Equipment-Truck 16 Bed & Liftgate Replacement;

all of which constitute public purposes; and

WHEREAS, Resolution #22-87 further levied a direct, annual tax, sufficient in amount to pay, and for the express purpose of paying, the interest on the note as it falls due and to pay and discharge the principal thereof at maturity; and

WHEREAS, including this anticipated borrowing of $350,000, the City's indebtedness is $51,095,000, which is within the City's 5% constitutional debt limitation of $144,365,475;

WHEREAS, the promissory note shall be on the terms and conditions authorized below; 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 issue a promissory note for the purposes expressed above provided such note is on the following terms:

1. In an amount not to exceed three hundred fifty thousand and no/100 ($350,000);
2. Bears an interest rate of no more than 7.25% per annum;
3. Is due and payable in no more than sixty (60) days from the date of issuance; and
4. Contains no prepayment penalty.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of December, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 12/13/2022

RESOLUTION #22-87

ADOPTION OF TAX LEVY FOR CITY PURPOSES TO
SUPPORT THE 2023 CITY BUDGET

WHEREAS, the De Pere Finance/Personnel Committee has reviewed the proposed 2023 City Budget; and

WHEREAS, a public hearing regarding proposed 2023 City Budget was held on November 15, 2022; and

WHEREAS, after due deliberation and public discussion, the De Pere City Council is desirous of adopting a tax levy to support the 2023 City Budget;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

> That the De Pere Common Council hereby approves the 2023 Budget as presented; further the Common Council adopts a total 2022 property tax levy to support the City's 2023 Budget and that this levy be further apportioned according to the following: General Fund ($9,216,557); Debt Service ($4,438,614); Capital Projects ($1,742,276); and Local Levy TID Districts ($773,821).

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of November, 2022.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Damen, City Clerk

Ayes: 8
Nays: 0

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: December 8th, 2022
Subject: 2022 Short-term Note

I have attached the interest rate quote from Associated Bank and the proposed City Council resolution for the City's short-term note borrowing of $350,0000 authorized in the Adopted 2023 budget in November 2022. The repayment of the note was included in the City's 2022 debt service expenditures and covers twenty-four items included in the 2023 budget as noted in the attachment. These amounts were included on pages 303-305 of the 2023 Executive Budget. The interest rate quote is 7.25% for 60 days or earlier prepayment.

I recommend the Finance Committee approve the terms of this note. Should you have any questions on this feel free to contact me or I will be present at the Finance Committee meeting on December 13th.

Associated Bank

November 18, 2022

Mr. Joseph G. Zegers
Finance Director
City of De Pere
335 S. Broadway Street
De Pere, WI 54115

RE: Financing

Dear Joe:

Associated Bank (the "Bank") is pleased to provide the City of De Pere (the "Borrower") with a financing Commitment for a Taxable General Obligation Term Loan supported with a direct levy annual tax sufficient to repay principal in the amount of $350,000 (the "Commitment") and interest. This Commitment is subject to the acceptance by the Borrower of the following terms and conditions:

Borrower:	City of De Pere
Purpose:	Public purpose equipment and services
Commitment:	$350,000
Interest Rate:	7.25% fixed – taxable Calculated on the basis of the actual number of days over a 365 day year
Repayment:	Principal and interest due at maturity
Note Date:	12-28-22
Maturity:	2-24-23
Legal Fees:	$2,000
Prepayment Costs:	None

Expiration of Commitment: This Commitment shall be accepted by official action of the City Council of the Borrower at a meeting duly called noticed, held and conducted in a manner established by the City of De Pere and required by the pertinent Wisconsin Statutes. Unless accepted or terminated, this Commitment shall expire on December 31, 2022. If the loan documentation required by the Bank hereunder is not completed and the Taxable Loan has not been extended by the Bank to the Borrower for any reason by December 31, 2022, then this Commitment shall expire on said date.

If you have any questions, please contact me at (920) 433-3091.

Sincerely,

Name: *Joseph G. Hockers*
Joseph G. Hockers
Title: Senior Vice President

ACCEPTANCE

This Commitment as outlined above was accepted by action of the City Council on December 13, 2022.

By:_____

Joseph G. Zegers – Finance Director City of De Pere

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #22-100 Approving Municipal On-Line Access Agreement with Brown County (Laredo Access to Register of Deeds Documents).**

At its meeting on December 13, 2022, the Finance/Personnel Committee voted unanimously to approve this item and forward its recommendation to the Common Council for final approval.

ATTACHMENTS:

- Reso22-100 (PDF)
- Municipal On-Line Access Agreeement-Brown County Register of Deeds (PDF)
- Mayor & FP Laredo Renewal w-Brown County (PDF)

RESOLUTION #22-100

APPROVING MUNICIPAL ON-LINE ACCESS AGREEMENT
WITH BROWN COUNTY REGISTER OF DEEDS

WHEREAS, the City and Brown County are parties to an agreement furnishing one free login/password for Laredo, which provides online access to documents pertaining to real property recorded in the Brown County Register of Deeds office; and

WHEREAS, in order to continue on-line access to Laredo, the City is required to sign an updated agreement; and

WHEREAS, the City and County agree that the mutual obligations contained in the attached Municipal On-Line Access Agreement are of benefit to both parties; and

WHEREAS, the Finance/Personnel Committee has reviewed said Agreement and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is authorized and directed to execute the Municipal On-Line Access Agreement with Brown County Register of Deeds as is attached hereto, together with subsequent renewals thereof, provided the terms and conditions are substantively similar.

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 20th day of December, 2022.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 12/13/2022

MUNICIPAL ON-LINE ACCESS AGREEMENT WITH BROWN COUNTY REGISTER OF DEEDS

THIS AGREEMENT, made and entered into this ____ day of _____, 20___, by and between **Brown County,** a local government entity (hereinafter referred to as **"COUNTY"**), and _____(Municipality Name), _____(Municipality Address), a MUNICIPALITY in Brown County (hereinafter, **"PURCHASER"**).

WHEREAS, COUNTY, whose principal place of business is located at 305 E. Walnut St. in Green Bay, WI 54301 (P.O. Box 23600, Green Bay, WI 54305-3600), maintains a Register of Deeds office consistent with Section 59.20 of the Wisconsin Statutes; and

WHEREAS, per Wisconsin State Statute s.59.43(2)(c). The Register of Deeds is authorized to enter into on-line access contracts to provide access to the documents pertaining to real property recorded in the Register of Deeds office to individuals and private companies; and

WHEREAS, PURCHASER is desirous of obtaining on-line access pertaining to real property, as permitted by s.59.43(2)(c), Wis. Stats., at a price sufficient to permit **COUNTY** to recover its costs of labor and material as well as a reasonable allowance for plant and depreciation of equipment used.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, **COUNTY** and **PURCHASER** do agree as follows:

1. The term of this agreement shall commence **upon signing** and shall terminate as of the thirty first (31st) day of December 2027. Either party may cancel this agreement at anytime for any reason or for no reason upon thirty (30) calendar days advance written notice during the term. Cancellation shall not relieve a party of its obligations incurred prior to the effective date of the cancellation.

2. Register of Deeds agrees to furnish to **PURCHASER** On-line access to real estate records maintained in Register of Deeds office. The obligation to provide such access is subject at all times to the obligation of the Register of Deeds to fulfill the office's statutory duties and **COUNTY**'s obligations. **PURCHASER**'s rights under this agreement are secondary to the statutory duties of the Register of Deeds.

3. **PURCHASER** understands and acknowledges that the Real Estate Index is not represented to be true and complete; rather it is a working copy, subject to error, omission and future modifications. Purchaser further understands and acknowledges that **COUNTY** is in no way a guarantor or warrantor of the accuracy or completeness of the information set forth in the index, and **COUNTY** specifically disclaiming any liability therefor. Purchaser shall receive notice via email of any computer problems that may affect this access. Failure of **COUNTY** to provide any notice of computer problems that may affect this access shall not be considered a breach of this Agreement, nor shall it subject **COUNTY** or the Register of Deeds to any liability, express or implied.

4. In exchange for being provided access to the Real Estate Index, **PURCHASER** agrees the **COUNTY** will invoice **PURCHASER** for monthly fees due under (5). Payment by **PURCHASER** is due twenty (20) days from the date of the invoice. Payments not received by that date will result in access being suspended until payment is received in full. Invoices will be provided via Laredo Connect, a website for which the **PURCHASER** will be required to create an account at no additional charge. Laredo Connect accounts must be created within 21 days of when this agreement is signed. Failure to do so will result in Laredo access being suspended until the **PURCHASER** complies.

5. The monthly fee of $500.00 for one unlimited online access is waived. Additional licenses may be purchased as follows; second user $50.00 per month, each additional user after the second is $100.00 per month. There is no fee to view images. However, there will be a charge of $.50 per printed page to cover image maintenance. **COUNTY** may change the fees upon thirty (30) days advance Notice to **PURCHASER**.

6. This agreement shall not be construed to impose any penalty, obligation or loss on Register of Deeds for its failure to transmit a copy of any particular document, unless through willfulness, and **PURCHASER** shall indemnify, defend and hold harmless **COUNTY**, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss, damages, costs or expenses, including attorney fees, which **PURCHASER,** its officers, employees agencies, boards, commissions and representatives, or any third-party, may sustain, incur or be required to pay by reason of **COUNTY** failing to transmit a copy of any document required to be provided under this agreement.

7. **PURCHASER** agrees that it will not access any **COUNTY** information or data available through the Laredo software except by means of the Laredo client user interface. **PURCHASER** agrees that it will not utilize ANY form of robotic software, screen scrapers, harvesting software, internet protocol sniffers, attempt to identify IP addresses or use any software or process designed to circumvent the human being use of the Laredo software. Such activity will be monitored by Laredo software vendor and such activity, if detected will *Immediately* terminate this Agreement. The above may be viewed as theft under applicable Wisconsin State Statutes and subject to criminal penalties.

8. **PURCHASER** shall not assign or transfer any interest or obligation in this agreement, whether by assignment or novation, without the prior written consent of Register of Deeds. This agreement shall not be construed to either authorize or prevent **PURCHASER** from making duplicates or copies of any material received pursuant to this agreement and any such copies or duplicates so made by **PURCHASER** shall be at **PURCHASER'S** risk and expense and **EXCLUSIVELY for PURCHASER'S sole use**. **PURCHASER** may not wholesale or retail copies of any materials received nor provide them free of charge to any person, firm, company, association, corporation, business, partnership or any other individual or entity of any nature whatsoever.

9. If during the term of this agreement, the Brown County Board of Supervisors shall fail to appropriate sufficient funds to carry out **COUNTY'S** obligations under this agreement, this agreement shall be automatically terminated as of the date funds are no longer available and without further notice or obligation of any kind to **PURCHASER.**

10. It is expressly understood and agreed by the parties that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling, and any said disagreement or controversy shall be resolved in Brown County Circuit Court.

11. Notices, invoices, payments, and reports required by this agreement shall be deemed delivered as of posting on Laredo Connect, outlined in (5). It shall be the duty of the subscriber to access invoices by Laredo Connect within the number of days defined in #5.

12. In no event shall the acceptance of any payment required by this agreement constitute or be construed as a waiver by **COUNTY** of any breach of the covenants of this agreement or a waiver of any default of **PURCHASER** and the acceptance of any such payment by **COUNTY** while any such default or breach shall exist shall in no way impair or prejudice the right of **COUNTY** with respect to recovery of damages or other remedy as a result of such breach or default.

13. **PURCHASER** warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this agreement on its behalf are authorized to do so, and if a corporation, Limited Liability Company or other impersonal entity, that the name and address of **PURCHASER'S registered agent is** _____. If a corporation, Limited Liability Company or other impersonal entity, **PURCHASER** shall notify **COUNTY** immediately, in writing, of any change in its registered agent. **PURCHASER** shall notify **COUNTY** immediately in writing of any change in his, her, or its address, and **PURCHASER'S** legal status.

14. The parties agree that there shall be no assignment of transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.

15. The entire agreement of the parties is contained herein and this agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

16. DISCLAIMER ON ACCURACY AND COMPLETENESS OF INFORMATION;

While the **COUNTY** uses reasonable efforts to provide accurate and up-to-date information, some of the information provided is gathered by third parties and has not been independently verified by the **COUNTY**. **PURCHASER** agrees that all use of these services is at **PURCHASER'S** own risk and that the **COUNTY** will not be held liable for any errors or omissions contained in the content of its services.

Although the information found on this system has been produced and processed from sources believed to be reliable, no warranty, express or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both isolated and aggregate uses of information. **COUNTY** provides this information on an "as is" basis and expressly disclaims any and all warranties, express and implied, including but not limited to any warranties of accuracy, reliability, title, merchantability, fitness for a particular purpose, freedom from contamination by computer viruses and non-infringement of proprietary rights, or any other warranty, condition, guarantee or representation, whether oral, in writing or in electronic form, including but not limited to the accuracy and completeness of any information. **COUNTY** does not represent or warrant that access to the service will be uninterrupted or that there will be no failures, errors or omissions or loss of transmitted information. **COUNTY** assumes no liability or responsibility for the quality, content, accuracy, or completeness of the information, text, graphics, links and any other items contained on this service or any other system or service.

In no event shall the **COUNTY** be liable for any special, indirect or consequential damages or any damages whatsoever, whether direct, indirect, consequential, incidental or special, or any claim for attorney's fees resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortuous action, arising out of, or in connection with, the use of information available from the **COUNTY**, or the

inability to use the information on this service, even if **COUNTY** is advised of the possibility of such damages.

The information, documents and related graphics published on this service could include technical inaccuracies or typographical errors. Changes are periodically made to the information herein. The **COUNTY** may make improvements and/or changes in the services and/or the content(s) described herein at any time.

17. The materials contained on this service have been compiled from a variety of sources and are subject to change without notice. Commercial use or sale of the materials contained on this service is prohibited without the express written consent of **COUNTY**. Changes may periodically be made to the information and these changes may or may not be incorporated in any new version of the publication. If you have obtained information from a source other than this site, be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out of-date.

18. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.

COUNTY and PURCHASER, each by their authorized agents, hereto having read and understood the entirety of this agreement consisting of five typewritten pages, have executed this agreement as of the day and date by which all parties hereto have affixed their respective signatures.

FOR PURCHASER:

DATE:

Signature	Laredo Contact Person
Print Name	Phone
	E-Mail
Billing Address	

FOR THE COUNTY:

DATE: 10/31/22

Troy Streckenbach, County Executive

REGISTER OF DEEDS:

DATE:

Cheryl Berken

ADDENDUM TO MUNICPAL INTERNET ACCESS AGREEMENT WITH BROWN COUNTY REGISTER OF DEEDS

SECOND USER $50 PER MONTH

DATE _____

NAME _____

SIGNATURE _____

MUNICIPALITY _____

ADDRESS _____

_____

PHONE _____

NAME & EMAIL ADDRESS OF CONTACT PERSON

_____

ADDITIONAL USERS AFTER THE SECOND $100 PER MONTH

DATE _____

NAME _____

SIGNATURE _____

MUNICIPALITY _____

ADDRESS _____

_____

PHONE _____

NAME & EMAIL ADDRESS OF CONTACT PERSON

_____

ADDITIONAL USERS AFTER THE SECOND $100 PER MONTH

DATE _____

NAME _____

SIGNATURE _____

MUNICIPALITY _____

ADDRESS _____

_____

PHONE _____

NAME & EMAIL ADDRESS OF CONTACT PERSON

_____

ADDITIONAL USERS AFTER THE SECOND $100 PER MONTH

DATE _____

NAME _____

SIGNATURE _____

MUNICIPALITY _____

ADDRESS _____

_____

PHONE _____

NAME & EMAIL ADDRESS OF CONTACT PERSON

_____

CITY OF DE PERE
MEMO

To: James G. Boyd, Mayor
Members of the Finance/Personnel Committee
From: Angela Zills, Paralegal
Date: December 13, 2022 (meeting date)

RE: Municipal On-Line Access Agreement with Brown County Register of Deeds (Laredo Access)

The city currently has on-line access to real estate records maintained by the Brown County Register of Deeds office through its Laredo program. Brown County has updated the Agreement for a four-year term, effective January 1, 2023, and is also offering the city the opportunity to purchase additional optional log-ins.

The city currently accesses Laredo through the one free login/password provided, and staff does not believe there is a necessity to purchase additional logins. There is no fee to access and view documents on Laredo; however, the city is charged $.50/per page to print, which is the only cost impact under the Agreement.

Since the City Attorney's office is the primary user of Laredo and is responsible for processing the monthly billings, as well as serving as the liaison for allocating charges for Laredo prints throughout the organization, we are also requesting permission to have our department listed as the city contact on the updated Agreement. In order to retain Laredo Access, the Agreement must be returned to Brown County by December 29, 2022.

City Attorney staff will be present at the December Finance/Personnel committee meeting to answer any questions on this item.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Appointment to the Sustainability Commission by Mayor Boyd.**

ATTACHMENTS:

- Appointment Memo_Dec 2022 (PDF)

Memo City of De Pere

To: City Council Members
From: James Boyd, Mayor
Subject: Appointments and Reappointments
Date: December 20, 2022 (meeting date)

I am submitting the following name for appointment at the December 20, 2022 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have an issue with the appointment.

Commission	**Appointment**
Sustainability Commission	Nicole Slavin

Nicole has been a De Pere resident for almost 10 years, previously on the west side, but moved to her current house at 339 S. Michigan St (on the corner of Michigan and Chicago) in June of 2021. She works as a Director of Business Development at Breakthrough, in the new US Venture building in the Titletown District. She is a people person and greatly enjoys being in a sales role as she loves meeting new people with diverse backgrounds and developing relationships. Nicole has been with Breakthrough for 4.5 years and has a very strong and wonderful network of friends and coworkers that she's developed in her time at Breakthrough. She also serves as Vice President and Director of Fund Development of the board of directors for Wello, a local non-profit whose mission is to bring health and wellness to Brown County. Nicole has been a part of Wello for almost 4 years, and has also served as a classroom volunteer with Junior Achievement for nearly 7 years. She loves our city and would really like to become more involved.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Voucher approval.**

ATTACHMENTS:

- 12-20-2022 VOUCHERS (PDF)

PACKET: 06916 DEC 2022 COUNCIL - 2 12-20-22
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8410	1ST CHOICE PEST CONTROL							
	I-26227	1ST CHOICE PEST CONTROL	R	12/20/2022		150.00CR	100988	150.00
0001	A1 ELEVATOR CORP							
	I-19933	A1 ELEVATOR CORP	R	12/20/2022		345.05CR	100989	345.05
7583	ADVANCE AUTO PARTS							
	I-6339-321978	ADVANCE AUTO PARTS	R	12/20/2022		27.87CR	100990	27.87
0302	AIRGAS USA LLC							
	I-9131938115	AIRGAS USA LLC	R	12/20/2022		220.81CR	100991	
	I-9132216207	AIRGAS USA LLC	R	12/20/2022		87.92CR	100991	
	I-9992765605	AIRGAS USA LLC	R	12/20/2022		595.50CR	100991	904.23
2982	ALL CITY COMMUNICATIONS							
	I-4699411-120122	ALL CITY COMMUNICATIONS	R	12/20/2022		107.00CR	100992	107.00
0442	BADGER LABORATORIES INC							
	I-22-52037911	BADGER LABORATORIES INC	R	12/20/2022		660.00CR	100993	660.00
0020	BADGERLAND PRINTING INC							
	I-39094	BADGERLAND PRINTING INC	R	12/20/2022		23.20CR	100994	23.20
6404	BAY AREA TESTING & CONSULTING LLC							
	I-6158	BAY AREA TESTING & CONSULTING	R	12/20/2022		98.00CR	100995	
	I-6159	BAY AREA TESTING & CONSULTING	R	12/20/2022		724.80CR	100995	
	I-6160	BAY AREA TESTING & CONSULTING	R	12/20/2022		124.60CR	100995	
	I-6161	BAY AREA TESTING & CONSULTING	R	12/20/2022		210.00CR	100995	
	I-6162	BAY AREA TESTING & CONSULTING	R	12/20/2022		434.00CR	100995	
	I-6163	BAY AREA TESTING & CONSULTING	R	12/20/2022		762.30CR	100995	2,353.70
0027	BAY TOWEL INC							
	I-4426610	BAY TOWEL INC	R	12/20/2022		203.50CR	100996	
	I-4432797	BAY TOWEL INC	R	12/20/2022		125.80CR	100996	
	I-4432798	BAY TOWEL INC	R	12/20/2022		203.50CR	100996	532.80
0028	BAY VERTE MACHINERY INC							
	I-475277-01	BAY VERTE MACHINERY INC	R	12/20/2022		44.73CR	100997	44.73
4784	BEACON ATHLETICS LLC							
	I-560043-IN	BEACON ATHLETICS LLC	R	12/20/2022		533.36CR	100998	533.36

PACKET: 06916 DEC 2022 COUNCIL - 2 12-20-22
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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3008	BOUND TREE MEDICAL LLC							
	I-84780413	BOUND TREE MEDICAL LLC	R	12/20/2022		164.50CR	100999	
	I-84785555	BOUND TREE MEDICAL LLC	R	12/20/2022		242.59CR	100999	407.09
6814	JAMES BOYD							
	I-202212123612	JAMES BOYD	R	12/20/2022		163.75CR	101000	163.75
3518	WILLIAM C BOYLE							
	I-202212123613	WILLIAM C BOYLE	R	12/20/2022		38.75CR	101001	38.75
0038	BROADWAY AUTOMOTIVE INC							
	I-1112468	BROADWAY AUTOMOTIVE INC	R	12/20/2022		627.94CR	101002	
	I-617320P	BROADWAY AUTOMOTIVE INC	R	12/20/2022		98.63CR	101002	
	I-618389P	BROADWAY AUTOMOTIVE INC	R	12/20/2022		126.96CR	101002	
	I-618400P	BROADWAY AUTOMOTIVE INC	R	12/20/2022		196.23CR	101002	1,049.76
2944	BROWN COUNTY JAIL							
	I-202212123615	BROWN COUNTY JAIL	R	12/20/2022		320.00CR	101003	320.00
2984	BROWN COUNTY TREASURER							
	I-2022-00000001 B	BROWN COUNTY TREASURER	R	12/20/2022		880.53CR	101004	880.53
8897	TAYLOR BROWN							
	I-202212123614	TAYLOR BROWN	R	12/20/2022		105.00CR	101005	105.00
0536	CDW GOVERNMENT INC							
	I-FB65450	CDW GOVERNMENT INC	R	12/20/2022		29.69CR	101006	
	I-FB74082	CDW GOVERNMENT INC	R	12/20/2022		127.68CR	101006	
	I-FC09585	CDW GOVERNMENT INC	R	12/20/2022		543.00CR	101006	
	I-FC80914	CDW GOVERNMENT INC	R	12/20/2022		319.78CR	101006	
	I-FD03068	CDW GOVERNMENT INC	R	12/20/2022		33.14CR	101006	
	I-FG63157	CDW GOVERNMENT INC	R	12/20/2022		29.84CR	101006	
	I-FG73981	CDW GOVERNMENT INC	R	12/20/2022		18.82CR	101006	1,101.95
8443	CINTAS							
	I-4137137889	CINTAS	R	12/20/2022		49.10CR	101007	
	I-4137907907	CINTAS	R	12/20/2022		49.10CR	101007	98.20
2708	CLEANING SOLUTION SERVICES INC							
	I-22725	CLEANING SOLUTION SERVICES INC	R	12/20/2022		1,436.94CR	101008	
	I-22726	CLEANING SOLUTION SERVICES INC	R	12/20/2022		1,758.93CR	101008	
	I-22731	CLEANING SOLUTION SERVICES INC	R	12/20/2022		2,218.50CR	101008	
	I-22766	CLEANING SOLUTION SERVICES INC	R	12/20/2022		1,200.00CR	101008	
	I-22769	CLEANING SOLUTION SERVICES INC	R	12/20/2022		234.68CR	101008	
	I-22776	CLEANING SOLUTION SERVICES INC	R	12/20/2022		139.53CR	101008	6,988.58

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7997	COMPLETE OFFICE							
	I-AR47148	COMPLETE OFFICE	R	12/20/2022		34.63CR	101009	
	I-AR47149	COMPLETE OFFICE	R	12/20/2022		35.63CR	101009	
	I-AR47150	COMPLETE OFFICE	R	12/20/2022		34.84CR	101009	
	I-AR47151	COMPLETE OFFICE	R	12/20/2022		29.06CR	101009	134.16
7639	CORE & MAIN LP							
	I-R767209	CORE & MAIN LP	R	12/20/2022		1,230.00CR	101010	
	I-S026600	CORE & MAIN LP	R	12/20/2022		415.00CR	101010	1,645.00
8740	CUMMINS SALES AND SERVICE							
	I-F4-24151	CUMMINS SALES AND SERVICE	R	12/20/2022		6,346.88CR	101011	6,346.88
0069	DE PERE GREENHOUSE INC							
	I-36702	DE PERE GREENHOUSE INC	R	12/20/2022		50.00CR	101012	50.00
8898	DEATH GRIP MOTORSPORTS & KROWN							
	I-518-840	DEATH GRIP MOTORSPORTS & KROWN	R	12/20/2022		399.98CR	101013	399.98
2624	DECKER SUPPLY CO							
	I-921795	DECKER SUPPLY CO	R	12/20/2022		2,137.95CR	101014	
	I-921796	DECKER SUPPLY CO	R	12/20/2022		695.40CR	101014	2,833.35
0075	DIGGERS HOTLINE INC							
	I-221 1 36401	DIGGERS HOTLINE INC	R	12/20/2022		823.28CR	101015	823.28
7707	DUNCAN ASSOCIATES INC							
	I-337-18-23	DUNCAN ASSOCIATES INC	R	12/20/2022		6,060.00CR	101016	6,060.00
1558	ELAND ELECT CORP							
	I-21-23 (2) FINAL	ELAND ELECT CORP	R	12/20/2022		31,414.83CR	101017	31,414.83
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-2504917	EMERGENCY MEDICAL PRODUCTS INC	R	12/20/2022		289.02CR	101018	
	I-2504918	EMERGENCY MEDICAL PRODUCTS INC	R	12/20/2022		16.99CR	101018	
	I-2506057	EMERGENCY MEDICAL PRODUCTS INC	R	12/20/2022		345.80CR	101018	651.81
0086	ERC INC							
	I-ERC-1222-1009	ERC INC	R	12/20/2022		508.09CR	101019	508.09
7422	EXCEL UNDERGROUND LLC							
	I-10133	EXCEL UNDERGROUND LLC	R	12/20/2022		7,829.34CR	101020	7,829.34

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0331	FERGUSON WATERWORKS #1476 INC							
	I-377274	FERGUSON WATERWORKS #1476 INC	R	12/20/2022		700.00CR	101021	700.00
8238	FIRE DEX GW LLC DBA GEAR WASH - MILWAUKEE							
	I-5-604	FIRE DEX GW LLC DBA GEAR WASH	R	12/20/2022		212.30CR	101022	212.30
6497	FIRE SAFETY USA INC							
	I-165718	FIRE SAFETY USA INC	R	12/20/2022		43.95CR	101023	
	I-166213	FIRE SAFETY USA INC	R	12/20/2022		1,840.00CR	101023	1,883.95
0835	FOSTER COACH SALES INC							
	I-24923	FOSTER COACH SALES INC	R	12/20/2022		70.31CR	101024	
	I-24927	FOSTER COACH SALES INC	R	12/20/2022		1,714.78CR	101024	
	I-24961	FOSTER COACH SALES INC	R	12/20/2022		116.50CR	101024	1,901.59
0107	FOX VALLEY TECHNICAL COLLEGE							
	I-TPB0000779151	FOX VALLEY TECHNICAL COLLEGE	R	12/20/2022		1,100.00CR	101025	1,100.00
1068	FOX VALLEY TRUCK & BODY INC							
	I-56706	FOX VALLEY TRUCK & BODY INC	R	12/20/2022		1,808.51CR	101026	1,808.51
8899	GEMPLERS FARM & HOME SUPPLY CO							
	I-CS0004618202	GEMPLERS FARM & HOME SUPPLY CO	R	12/20/2022		398.79CR	101027	398.79
7553	GLENN'S 24 HR TOWING INC							
	I-22-38938	GLENN'S 24 HR TOWING INC	R	12/20/2022		300.00CR	101028	300.00
2544	GLOBAL RECOGNITION INC							
	I-219217	GLOBAL RECOGNITION INC	R	12/20/2022		48.25CR	101029	
	I-219319	GLOBAL RECOGNITION INC	R	12/20/2022		30.00CR	101029	78.25
6923	GORDON FLESCH COMPANY INC.							
	I-IN13980318	GORDON FLESCH COMPANY INC.	R	12/20/2022		44.11CR	101030	44.11
0116	GRAINGER INC							
	I-9527575444	GRAINGER INC	R	12/20/2022		41.04CR	101031	41.04
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-9329775131	GRAYBAR ELECTRIC COMPANY INC	R	12/20/2022		134.45CR	101032	134.45
0124	GREEN BAY CITY TREASURER							
	I-163946	GREEN BAY CITY TREASURER	R	12/20/2022		100.00CR	101033	100.00

PACKET: 06916 DEC 2022 COUNCIL - 2 12-20-22
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8326	GUNDERSON INC							
	I-7260	GUNDERSON INC	R	12/20/2022		24.00CR	101034	
	I-7863	GUNDERSON INC	R	12/20/2022		30.00CR	101034	54.00
4902	HALRON LUBRICANTS INC							
	C-1358804-00	HALRON LUBRICANTS INC	R	12/20/2022		60.00	101035	
	C-1362436-00	HALRON LUBRICANTS INC	R	12/20/2022		40.00	101035	
	I-1358550-00	HALRON LUBRICANTS INC	R	12/20/2022		1,335.36CR	101035	
	I-1361912-01	HALRON LUBRICANTS INC	R	12/20/2022		1,587.42CR	101035	2,822.78
1237	HASTINGS AIR ENERGY CONTROL							
	I-I97436	HASTINGS AIR ENERGY CONTROL	R	12/20/2022		603.00CR	101036	
	I-I97437	HASTINGS AIR ENERGY CONTROL	R	12/20/2022		593.17CR	101036	1,196.17
8873	HAVEY COMMUNICATIONS INC							
	I-11922	HAVEY COMMUNICATIONS INC	R	12/20/2022		617.40CR	101037	617.40
0446	HAWKINS INC							
	I-6339465	HAWKINS INC	R	12/20/2022		4,628.05CR	101038	4,628.05
6209	RUSS HOLCOMB							
	I-202212123616	RUSS HOLCOMB	R	12/20/2022		37.98CR	101039	37.98
5484	HYDROCORP INC							
	I-69731-IN	HYDROCORP INC	R	12/20/2022		2,787.00CR	101040	2,787.00
1399	INDOFF INC							
	I-2612378	INDOFF INC	R	12/20/2022		16.95CR	101041	
	I-3610617	INDOFF INC	R	12/20/2022		166.13CR	101041	
	I-3612716	INDOFF INC	R	12/20/2022		108.10CR	101041	
	I-3613063	INDOFF INC	R	12/20/2022		779.98CR	101041	
	I-3613608	INDOFF INC	R	12/20/2022		365.77CR	101041	1,436.93
8364	JOHNSTONE SUPPLY							
	I-6049617	JOHNSTONE SUPPLY	R	12/20/2022		469.48CR	101042	
	I-6049667	JOHNSTONE SUPPLY	R	12/20/2022		1,132.10CR	101042	
	I-6050069	JOHNSTONE SUPPLY	R	12/20/2022		26.30CR	101042	
	I-6050083	JOHNSTONE SUPPLY	R	12/20/2022		40.58CR	101042	1,668.46
8900	JOSKI INC							
	I-3950	JOSKI INC	R	12/20/2022		15,200.00CR	101043	
	I-3951	JOSKI INC	R	12/20/2022		16,000.00CR	101043	31,200.00

PACKET: 06916 DEC 2022 COUNCIL - 2 12-20-22
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2602	JOSSART BROTHERS INC							
	I-21-02 (5) FINAL	JOSSART BROTHERS INC	R	12/20/2022		75,620.23CR	101044	
	I-5363	JOSSART BROTHERS INC	R	12/20/2022		2,948.60CR	101044	78,568.83
1276	JX ENTERPRISES INC							
	I-14231346P	JX ENTERPRISES INC	R	12/20/2022		25.92CR	101045	
	I-14231403P	JX ENTERPRISES INC	R	12/20/2022		125.20CR	101045	
	I-14235437P	JX ENTERPRISES INC	R	12/20/2022		177.23CR	101045	
	I-14235630P	JX ENTERPRISES INC	R	12/20/2022		177.23CR	101045	
	I-14236883P	JX ENTERPRISES INC	R	12/20/2022		53.99CR	101045	
	I-14236928P	JX ENTERPRISES INC	R	12/20/2022		527.99CR	101045	
	I-14236986P	JX ENTERPRISES INC	R	12/20/2022		135.99CR	101045	
	I-14236998P	JX ENTERPRISES INC	R	12/20/2022		8.78CR	101045	
	I-14237123P	JX ENTERPRISES INC	R	12/20/2022		150.00CR	101045	
	I-14237605P	JX ENTERPRISES INC	R	12/20/2022		697.98CR	101045	
	I-14237617P	JX ENTERPRISES INC	R	12/20/2022		330.99CR	101045	
	I-14237825P	JX ENTERPRISES INC	R	12/20/2022		1,159.88CR	101045	3,571.18
3986	KIMPS ACE HARDWARE CORP							
	I-398509	KIMPS ACE HARDWARE CORP	R	12/20/2022		110.98CR	101046	110.98
1823	TOWN OF LAWRENCE							
	I-22-0089	TOWN OF LAWRENCE	R	12/20/2022		16,887.96CR	101047	16,887.96
7063	LEAVES INSPIRED TREE NURSERY LLC							
	I-866	LEAVES INSPIRED TREE NURSERY L	R	12/20/2022		1,057.30CR	101048	1,057.30
0159	LEXIS NEXIS INC							
	I-3094154428	LEXIS NEXIS INC	R	12/20/2022		328.00CR	101049	328.00
8197	DANIEL J LINDSTROM							
	I-202212123617	DANIEL J LINDSTROM	R	12/20/2022		469.38CR	101050	469.38
0160	LIZER LAWN CARE & IRRIGATION							
	I-138870AD	LIZER LAWN CARE & IRRIGATION	R	12/20/2022		360.00CR	101051	
	I-138876AD	LIZER LAWN CARE & IRRIGATION	R	12/20/2022		180.00CR	101051	
	I-138877	LIZER LAWN CARE & IRRIGATION	R	12/20/2022		240.00CR	101051	
	I-138878AD	LIZER LAWN CARE & IRRIGATION	R	12/20/2022		150.00CR	101051	930.00
8901	LOGISTICS RECYCLING INC							
	I-120434	LOGISTICS RECYCLING INC	R	12/20/2022		314.93CR	101052	314.93

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0373	MACHINE SERVICE INC							
	I-INV100040541	MACHINE SERVICE INC	R	12/20/2022		283.25CR	101053	283.25
1443	MARTIN SYSTEMS INC							
	I-246392	MARTIN SYSTEMS INC	R	12/20/2022		335.40CR	101054	
	I-246393	MARTIN SYSTEMS INC	R	12/20/2022		335.40CR	101054	670.80
0173	MENARDS INC							
	C-7773	MENARDS INC	R	12/20/2022		27.94	101055	
	I-7198	MENARDS INC	R	12/20/2022		16.55CR	101055	
	I-7201	MENARDS INC	R	12/20/2022		58.91CR	101055	
	I-7257	MENARDS INC	R	12/20/2022		274.50CR	101055	
	I-7289	MENARDS INC	R	12/20/2022		48.91CR	101055	
	I-7404	MENARDS INC	R	12/20/2022		7.96CR	101055	
	I-7481	MENARDS INC	R	12/20/2022		145.68CR	101055	
	I-7494	MENARDS INC	R	12/20/2022		463.51CR	101055	
	I-7776	MENARDS INC	R	12/20/2022		91.20CR	101055	
	I-7778	MENARDS INC	R	12/20/2022		309.59CR	101055	
	I-7818	MENARDS INC	R	12/20/2022		299.80CR	101055	
	I-7823	MENARDS INC	R	12/20/2022		71.88CR	101055	
	I-7852	MENARDS INC	R	12/20/2022		73.57CR	101055	
	I-7853	MENARDS INC	R	12/20/2022		292.88CR	101055	
	I-7881	MENARDS INC	R	12/20/2022		256.83CR	101055	
	I-7893	MENARDS INC	R	12/20/2022		65.78CR	101055	
	I-7933	MENARDS INC	R	12/20/2022		39.83CR	101055	
	I-8138	MENARDS INC	R	12/20/2022		8.99CR	101055	
	I-8150	MENARDS INC	R	12/20/2022		82.77CR	101055	
	I-8263	MENARDS INC	R	12/20/2022		89.34CR	101055	2,670.54
VOID	VOID CHECK		V	12/20/2022			101056	**VOID**
8902	MERJENT INC							
	I-202212133631	MERJENT INC	R	12/20/2022		5,162.58CR	101057	5,162.58
2744	MSA PROFESSIONAL SERVICES INC							
	I-R09441027.0 - 4	MSA PROFESSIONAL SERVICES INC	R	12/20/2022		1,241.09CR	101058	1,241.09
8431	MULTI MEDIA CHANNELS LLC							
	I-56560	MULTI MEDIA CHANNELS LLC	R	12/20/2022		172.72CR	101059	172.72
7129	NELSON TACTICAL							
	I-2578	NELSON TACTICAL	R	12/20/2022		213.32CR	101060	
	I-2771	NELSON TACTICAL	R	12/20/2022		1,300.07CR	101060	
	I-2772	NELSON TACTICAL	R	12/20/2022		59.98CR	101060	
	I-2773	NELSON TACTICAL	R	12/20/2022		1,140.07CR	101060	
	I-2774	NELSON TACTICAL	R	12/20/2022		334.89CR	101060	
	I-2775	NELSON TACTICAL	R	12/20/2022		411.29CR	101060	
	I-2776	NELSON TACTICAL	R	12/20/2022		334.86CR	101060	
	I-2777	NELSON TACTICAL	R	12/20/2022		50.40CR	101060	
	I-2779	NELSON TACTICAL	R	12/20/2022		206.84CR	101060	
	I-2780	NELSON TACTICAL	R	12/20/2022		315.04CR	101060	
	I-2781	NELSON TACTICAL	R	12/20/2022		1,140.07CR	101060	

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	I-2782	NELSON TACTICAL	R	12/20/2022		1,198.49CR	101060	
	I-2783	NELSON TACTICAL	R	12/20/2022		1,185.03CR	101060	
	I-2784	NELSON TACTICAL	R	12/20/2022		1,243.45CR	101060	9,133.80
VOID	VOID CHECK		V	12/20/2022			101061	**VOID**
0531	NORTHEAST AUTO PARTS INC							
	C-111622	NORTHEAST AUTO PARTS INC	R	12/20/2022		414.98	101062	
	C-377116	NORTHEAST AUTO PARTS INC	R	12/20/2022		15.30	101062	
	C-377500	NORTHEAST AUTO PARTS INC	R	12/20/2022		10.00	101062	
	I-376335	NORTHEAST AUTO PARTS INC	R	12/20/2022		110.65CR	101062	
	I-376414	NORTHEAST AUTO PARTS INC	R	12/20/2022		53.32CR	101062	
	I-376465	NORTHEAST AUTO PARTS INC	R	12/20/2022		30.16CR	101062	
	I-376476	NORTHEAST AUTO PARTS INC	R	12/20/2022		7.10CR	101062	
	I-376509	NORTHEAST AUTO PARTS INC	R	12/20/2022		75.98CR	101062	
	I-376589	NORTHEAST AUTO PARTS INC	R	12/20/2022		11.00CR	101062	
	I-376596	NORTHEAST AUTO PARTS INC	R	12/20/2022		63.68CR	101062	
	I-376604	NORTHEAST AUTO PARTS INC	R	12/20/2022		86.79CR	101062	
	I-376717	NORTHEAST AUTO PARTS INC	R	12/20/2022		28.93CR	101062	
	I-376737	NORTHEAST AUTO PARTS INC	R	12/20/2022		18.16CR	101062	
	I-376943	NORTHEAST AUTO PARTS INC	R	12/20/2022		101.36CR	101062	
	I-376962	NORTHEAST AUTO PARTS INC	R	12/20/2022		63.99CR	101062	
	I-377040	NORTHEAST AUTO PARTS INC	R	12/20/2022		14.24CR	101062	
	I-377043	NORTHEAST AUTO PARTS INC	R	12/20/2022		30.02CR	101062	
	I-377066	NORTHEAST AUTO PARTS INC	R	12/20/2022		152.98CR	101062	
	I-377067	NORTHEAST AUTO PARTS INC	R	12/20/2022		31.99CR	101062	
	I-377354	NORTHEAST AUTO PARTS INC	R	12/20/2022		75.98CR	101062	
	I-377363	NORTHEAST AUTO PARTS INC	R	12/20/2022		23.99CR	101062	
	I-377368	NORTHEAST AUTO PARTS INC	R	12/20/2022		51.86CR	101062	
	I-377478	NORTHEAST AUTO PARTS INC	R	12/20/2022		244.34CR	101062	
	I-377549	NORTHEAST AUTO PARTS INC	R	12/20/2022		26.58CR	101062	
	I-377595	NORTHEAST AUTO PARTS INC	R	12/20/2022		41.64CR	101062	
	I-377599	NORTHEAST AUTO PARTS INC	R	12/20/2022		25.68CR	101062	
	I-377662	NORTHEAST AUTO PARTS INC	R	12/20/2022		39.62CR	101062	
	I-377676	NORTHEAST AUTO PARTS	R	12/20/2022		37.48CR	101062	
	I-377682	NORTHEAST AUTO PARTS INC	R	12/20/2022		75.98CR	101062	1,083.22
VOID	VOID CHECK		V	12/20/2022			101063	**VOID**
VOID	VOID CHECK		V	12/20/2022			101064	**VOID**
8327	OSBURN ASSOCIATES INC							
	I-297554	OSBURN ASSOCIATES INC	R	12/20/2022		1,261.50CR	101065	1,261.50

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5222	P J KORTENS & CO INC							
	I-10024022	P J KORTENS & CO INC	R	12/20/2022		1,125.00CR	101066	1,125.00
0197	PACKER CITY INTL TRUCKS INC							
	I-R101050747:01	PACKER CITY INTL TRUCKS INC	R	12/20/2022		540.00CR	101067	
	I-R101050882:01	PACKER CITY INTL TRUCKS INC	R	12/20/2022		4,653.83CR	101067	
	I-X101167808:01	PACKER CITY INTL TRUCKS INC	R	12/20/2022		318.15CR	101067	5,511.98
1331	PACKER FASTENER & SUPPLY INC							
	I-752353	PACKER FASTENER & SUPPLY INC	R	12/20/2022		342.78CR	101068	
	I-754163	PACKER FASTENER & SUPPLY INC	R	12/20/2022		42.12CR	101068	
	I-754381	PACKER FASTENER & SUPPLY INC	R	12/20/2022		86.12CR	101068	471.02
0208	POMP'S TIRE SERVICE INC							
	I-90080975	POMP'S TIRE SERVICE INC	R	12/20/2022		36.80CR	101069	
	I-90081170	POMP'S TIRE SERVICE INC	R	12/20/2022		809.43CR	101069	
	I-90081378	POMP'S TIRE SERVICE INC	R	12/20/2022		36.80CR	101069	883.03
1246	PREVEA HEALTH							
	I-140703	PREVEA HEALTH	R	12/20/2022		545.95CR	101070	545.95
0395	PRO ONE JANITORIAL INC							
	I-191519	PRO ONE JANITORIAL INC	R	12/20/2022		1,280.00CR	101071	1,280.00
8067	QUADIENT LEASING USA INC							
	I-N9685823	QUADIENT LEASING USA INC	R	12/20/2022		320.67CR	101072	
	I-N9686414	QUADIENT LEASING USA INC	R	12/20/2022		320.67CR	101072	641.34
8277	R BAUMAN & ASSOCIATES SC							
	I-1511	R BAUMAN & ASSOCIATES SC	R	12/20/2022		452.70CR	101073	452.70
0228	RENT A FLASH OF WISCONSIN INC							
	I-83575	RENT A FLASH OF WISCONSIN INC	R	12/20/2022		789.25CR	101074	
	I-83576	RENT A FLASH OF WISCONSIN INC	R	12/20/2022		260.80CR	101074	1,050.05
0222	RNOW INC							
	I-2022-64462	RNOW INC	R	12/20/2022		474.94CR	101075	474.94
8903	MIOSOTY SAEZ							
	I-202212133620	MIOSOTY SAEZ	R	12/20/2022		180.00CR	101076	180.00
0501	SAINT MARY'S HOSPITAL							
	I-1501	SAINT MARY'S HOSPITAL	R	12/20/2022		3.62CR	101077	3.62

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0235	SAINT VINCENT HOSPITAL							
	I-2454	SAINT VINCENT HOSPITAL	R	12/20/2022		77.08CR	101078	77.08
7221	SCENICVIEW LANDSCAPE							
	I-1507	SCENICVIEW LANDSCAPE	R	12/20/2022		840.00CR	101079	840.00
6152	TIM SINKLER							
	I-202212133621	TIM SINKLER	R	12/20/2022		73.84CR	101080	73.84
7762	SMITHGROUP INC							
	I-13229	SMITHGROUP INC	R	12/20/2022		3,750.00CR	101081	3,750.00
1446	SNAP ON INDUSTRIAL							
	I-ARV/55433306	SNAP ON INDUSTRIAL	R	12/20/2022		37.63CR	101082	37.63
8796	STATION AUTOMATION INC							
	I-4247	STATION AUTOMATION INC	R	12/20/2022		4,320.00CR	101083	4,320.00
1119	THE SWAN CLUB							
	I-202212133622	THE SWAN CLUB	R	12/20/2022		535.15CR	101084	535.15
8245	TELEFLEX LLC							
	I-9506331152	TELEFLEX LLC	R	12/20/2022		1,713.69CR	101085	
	I-9506331154	TELEFLEX LLC	R	12/20/2022		226.81CR	101085	1,940.50
8904	KENNALLY THOMPSON							
	I-202212133623	KENNALLY THOMPSON	R	12/20/2022		150.00CR	101086	150.00
0268	TRUCK EQUIPMENT INC							
	I-1025883-00	TRUCK EQUIPMENT INC	R	12/20/2022		41.24CR	101087	
	I-1026347-00	TRUCK EQUIPMENT INC	R	12/20/2022		95.13CR	101087	
	I-1026693-00	TRUCK EQUIPMENT INC	R	12/20/2022		47.66CR	101087	
	I-1027159-00	TRUCK EQUIPMENT INC	R	12/20/2022		35.10CR	101087	219.13
6900	TURRIFF PLUMBING INC.							
	I-1018	TURRIFF PLUMBING INC.	R	12/20/2022		8,660.00CR	101088	8,660.00
0272	UNIFORM SHOPPE INC							
	I-326604	UNIFORM SHOPPE INC	R	12/20/2022		159.90CR	101089	
	I-326722	UNIFORM SHOPPE INC	R	12/20/2022		246.85CR	101089	
	I-327116	UNIFORM SHOPPE INC	R	12/20/2022		119.90CR	101089	
	I-327197	UNIFORM SHOPPE INC	R	12/20/2022		53.90CR	101089	
	I-327384	UNIFORM SHOPPE INC	R	12/20/2022		24.95CR	101089	
	I-327460	UNIFORM SHOPPE INC	R	12/20/2022		17.90CR	101089	
	I-327791	UNIFORM SHOPPE INC	R	12/20/2022		33.00CR	101089	
	I-327841	UNIFORM SHOPPE INC	R	12/20/2022		72.90CR	101089	
	I-328069	UNIFORM SHOPPE INC	R	12/20/2022		24.95CR	101089	
	I-328114	UNIFORM SHOPPE INC	R	12/20/2022		149.90CR	101089	
	I-328311	UNIFORM SHOPPE INC	R	12/20/2022		240.00CR	101089	
	I-328461	UNIFORM SHOPPE INC	R	12/20/2022		109.90CR	101089	
	I-867Y9472	UNIFORM SHOPPE INC	R	12/20/2022		49.63CR	101089	

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7015	US BANK EQUIPMENT FINANCE							
	I-488015819	US BANK EQUIPMENT FINANCE	R	12/20/2022		322.98CR	101090	322.98
0277	VAN'S FIRE & SAFETY INC							
	I-4165789	VAN'S FIRE & SAFETY INC	R	12/20/2022		55.40CR	101091	
	I-4165802	VAN'S FIRE & SAFETY INC	R	12/20/2022		242.72CR	101091	298.12
7210	VANDEN PLAS PORTABLE SOLUTIONS LLC							
	I-11897	VANDEN PLAS PORTABLE SOLUTIONS	R	12/20/2022		156.80CR	101092	156.80
7320	MIKE VANDENHEUVEL							
	I-700-31	MIKE VANDENHEUVEL	R	12/20/2022		275.00CR	101093	275.00
1355	RONALD J VANPRICE							
	I-202212133624	RONALD J VANPRICE	R	12/20/2022		121.31CR	101094	121.31
8329	VECTOR SOLUTIONS SCHED CREWSENSE							
	I-INV63249	VECTOR SOLUTIONS SCHED CREWSE	R	12/20/2022		4,140.00CR	101095	4,140.00
1798	VILLA REAL							
	I-LC-1-50204	VILLA REAL	R	12/20/2022		124.90CR	101096	124.90
7861	KRISTEN VINCENT							
	I-202212133625	KRISTEN VINCENT	R	12/20/2022		35.94CR	101097	35.94
3311	VINTON CONSTRUCTION CORP							
	I-22-20 (3)	VINTON CONSTRUCTION CORP	R	12/20/2022		197,413.88CR	101098	197,413.88
5892	VONBRIESEN & ROPER SC							
	I-410032	VONBRIESEN & ROPER SC	R	12/20/2022		661.50CR	101099	
	I-410033	VONBRIESEN & ROPER SC	R	12/20/2022		693.00CR	101099	
	I-410034	VONBRIESEN & ROPER SC	R	12/20/2022		2,365.00CR	101099	3,719.50
8890	WALKER CONSULTANTS							
	I-210050490002	WALKER CONSULTANTS	R	12/20/2022		3,000.00CR	101100	3,000.00
7849	WEBER BOWLING & AWARDS							
	I-11112002JG2	WEBER BOWLING & AWARDS	R	12/20/2022		359.00CR	101101	359.00
1896	MIKE WESSLEY							
	I-202212133629	MIKE WESSLEY	R	12/20/2022		29.99CR	101102	
	I-202212133630	MIKE WESSLEY	R	12/20/2022		115.00CR	101102	144.99

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2645	WI DEPT OF JUSTICE							
	I-202212133626	WI DEPT OF JUSTICE	R	12/20/2022		7.00CR	101103	7.00
0294	WI DEPT OF TRANSPORTATION BBS							
	I-395-0000286693	WI DEPT OF TRANSPORTATION BBS	R	12/20/2022		19,033.53CR	101104	
	I-395-0000286788	WI DEPT OF TRANSPORTATION BBS	R	12/20/2022		6,294.04CR	101104	25,327.57
1953	WRWA							
	I-202212133627	WRWA	R	12/20/2022		120.00CR	101105	
	I-202212133628	WRWA	R	12/20/2022		120.00CR	101105	240.00
8775	WSESI							
	I-3853	WSESI	R	12/20/2022		238.50CR	101106	238.50

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	115	0.00	525,054.22	525,054.22
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:	4	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:	119	0.00	525,054.22	525,054.22

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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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	12/2022	87,688.67CR
201	12/2022	13,147.37CR
208	12/2022	48.67CR
209	12/2022	29.69CR
292	12/2022	88.21CR
297	12/2022	3,038.86CR
405	12/2022	296,862.04CR
415	12/2022	39,991.17CR
601	12/2022	50,949.95CR
650	12/2022	33,209.59CR
ALL		525,054.22CR

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 20, 2022**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**