



Common Council

Regular Meeting

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

Agenda

Tuesday, August 21, 2018

7:30 PM

De Pere City Hall Council Chambers

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 **August 21, 2018** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

This meeting can be viewed LIVE on TW Cable Channel 4; AT&T U-verse Channel 99; www.depere.tv. This meeting is also rebroadcast on TV throughout the week and available on demand at www.depere.tv.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the Minutes of the August 7, 2018 Common Council Meeting.
4. Public Hearing on the Rezoning of Parcel ED-477.
 - a. Notice of Public Hearing.
 - b. Recommendation from the Plan Commission.
 - c. Ordinance #18-15 Rezoning Certain Property (Parcel ED-477).
5. Public comment upon matters not on the agenda and other announcements.
6. Recommendation of Finance/Personnel Committee to Contribute from unassigned reserves, \$5,000 to the League of Wisconsin Municipalities for Dark Store and Walgreens Loopholes Lobbying Efforts
7. Recommendation from the Finance/Personnel Committee to approve a General Fund Transfer of \$167,117 to Cable Access Fund to cover December 31, 2017 Deficit.
8. Recommendation from Finance/Personnel Committee to Approve Municipal Court Request for \$760.36 Transfer from Unassigned Reserves for Replacement of Video Camera in Judge's Chambers.
9. Recommendation from the Finance and Personnel Committee to approve the brand imagery for the Strategic Visioning and Branding Initiative.
10. Recommendation from the Finance and Personnel Committee to use unassigned reserves to purchase fonts for the Strategic Visioning & Branding Initiative
11. Recommendation from Finance and Personnel Committee to Approve \$2,500 Donation from Walmart to Police Department for Speed Sign on N Broadway
12. Consideration of Police Department Request to Approve Early Ordering of Replacement Police Vehicles
13. Recommendation of the Board of Public Works to Reject the Bid for Project 18-24 City Hall Ramp Masonry Repair.

14. Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor License for Ray Ray LLC (DBA Artless Bastard), 353 Main Av Suite A. Submitted by Ray Ray LLC, Agent: Timothy J. Jelinski, De Pere, WI.
15. Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor License for McLanes Bowl LLC (DBA The Fox y Moo), 132 S. Broadway. Submitted by McLanes Bowl LLC, Agent: Bryan J. Kaster, Green Bay, WI.
16. Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor License for McLanes Bowl LLC (DBA The Fox y Moo), 132 S. Broadway. Submitted by McLanes Bowl LLC, Agent: Bryan J. Kaster, Green Bay, WI.
17. Recommendation from Board of Park Commissioners to Revisit the Decision Related to VFW and Legion Pools.
18. Resolution #18-75 Rescinding Prior Council Action Pertaining to Replacing VFW and Legion Pools (Requested by Alderperson Lueck).
19. Resolution #18-76 Authorizing and Directing Referendum Question for Increase in Tax Levy (requested by Alderperson Lueck).**Only to be taken up if Resolution #18-75 passes**
20. Ordinance #18-16 Amending Section 7-2 De Pere Municipal Code by Providing for a Definition of Recreation Premises.
21. Ordinance #18-17 Amending Section 106-2 De Pere Municipal Code Regarding Appeal/Review of License or Permit Denial and Suspension or Revocation of License.
22. Resolution #18-77 Approving Revised Classification and Compensation Plan Grade Order List and Pay Ranges.
23. Resolution #18-78 Authorizing Agreement for Cleaning Services (Cleaning Solution Services, Inc.)
24. Resolution #18-79 Authorizing Agreement for Replacement and Placement of Door Control System Panels and Software Agreement Therefore.
25. Resolution #18-80 Authorizing Agreement with Schenck (Water Rate Study).
26. Resolution #18-81, Authorizing and Providing for the Sale and Issuance of \$2,600,000 General Obligation Promissory Notes, Series 2018A, and All Related Details.
27. Resolution #18-82 Authorizing and Providing for the Sale and Issuance of \$5,545,000 General Obligation Community Development Bonds, Series 2018B, and All Related Details.
28. Voucher Approval.
29. Operator License Applications.
30. Recommendation from the Finance/Personnel Committee to Deny the Request of Virginia Huempfner for Deferment of Sidewalk Repair Assessments.

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(f), the Council may convene in closed session for the purpose of considering financial, medical, social or personal histories or disciplinary data of

specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations.

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

31. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Definitely De Pere
Davis & Kuelthau Law Firm

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the August 7, 2018 Common Council Meeting.

ATTACHMENTS:

- 8-07-2018 Common Council Minutes (DOC)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, August 7, 2018

7:30 PM

De Pere City Hall Council Chambers

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

Attendee Name	Title	Status
Michael J. Walsh	Mayor	Present
James Boyd	Aldersperson	Present
Dan Carpenter	Aldersperson	Present
Scott Crevier	Aldersperson	Present
Jonathon Hansen	Aldersperson	Present
Ryan Jennings	Aldersperson	Present
Larry Lueck	Aldersperson	Present
Casey Nelson	Aldersperson	Present
Dean Raasch	Aldersperson	Present

2. Pledge of Allegiance to the Flag.
3. Approval of the Minutes of the July 17, 2018 Common Council Meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Larry Lueck, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

4. Public comment upon matters not on the agenda and other announcements.

Mayor Walsh acknowledged his eye patch and announced that he had cataract surgery in the morning. Aldersperson Jennings announced the Thursday night Farmers Market and the Definitely De Pere ArtWalk on Friday from 4:00 p.m. to 8:00 p.m. Aldersperson Hansen announced the Brown County Fair beginning on August 15 and thanked the Public Works Department for their hard work all summer.

5. Recommendation from Plan Commission to approve a Proposed Extraterritorial 35 Lot and 3 Outlot preliminary plat of Hidden Ackers at 2200 BLK French Road in Town of Lawrence (Parcels L-444 & L-446). Submitted by Randall J. Oettinger, PLS, authorized representative for NAZCR TRAC LLC, property owner.

Aldersperson Carpenter announced he will abstain from voting. Aldersperson Lueck moved, seconded by Aldersperson Nelson to open the meeting. Upon vote, motion carried unanimously. No one wished to speak. Aldersperson Lueck moved, seconded by Aldersperson Boyd to close the meeting. Upon vote, motion carried unanimously.

Attachment: 8-07-2018 Common Council Minutes (7318 : Approval of the Minutes of the August 7, 2018 Common Council Meeting.)

RESULT:	ADOPTED [7 TO 0]
MOVER:	James Boyd, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Boyd, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch
ABSTAIN:	Dan Carpenter

6. Recommendation from Plan Commission to approve a Proposed Extraterritorial One Lot Certified Survey Map at 3307 Eiler Road in the Town of Rockland (part of Parcel R-306). Submitted by Aaron D. Ballast, PLS, authorized representative for Janssen Living Trust, property owner.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

7. Recommendation from the Board of Park Commissioners to Approve \$1,000 Donation from De Pere Area Men's Club for Tables & Furniture at the Community Center.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

8. Recommendation from the Board of Park Commissioners to Approve the Donations from Brown County Community Women's Club.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

9. Recommendation from the Board of Park Commissioners to Approve \$25,000 Donation from Anonymous Donor for Tables, Chairs & Furniture at the Community Center
- Alderperson Boyd asked how the City recognizes or thanks donors; Parks Director Marty Kosobucki explained that there isn't any extra recognition beyond plaques or naming rights when applicable, but thank you cards are sent out. Discussion followed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

10. Recommendation from the Board of Park Commissioners to Approve the Final Design of the Aquatic Center.

Alderperson Boyd moved, seconded by Alderperson Lueck to table the recommendation to allow for the Save Legion Park Pool group to present to the Board of Park Commissioners on August 16, Council will revisit this in the future. Upon vote, motion carried unanimously.

RESULT:	TABLED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

11. Recommendation from the License Committee on an Application for a Special Permit Allowing Consumption of Alcohol Beverages on Public Ways. Submitted by Definitely De Pere for Art Walk on Friday, August 10 from 4:00 p.m. - 8:00 p.m.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

12. Resolution 18-70 Authorizing Facility Use Agreement with Lifelong Learning Institute of the University of Wisconsin – Green Bay and Setting Fees Therefor.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

13. Resolution #18-71 Rescinding Council Action Pertaining to Proposed New Leaf Market Cooperative.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

14. Resolution #18-72 Rescinding Facade Improvement Grant Approvals Due to Non-TID Location of Property (109, 113, and 115 North Broadway).

Alderperson Crevier asked if there could be any consideration for businesses outside of TID that would like to apply for facade grants; City Administrator Larry Delo explained that the program and funding is TID based and only available to businesses within our TID districts. Discussion followed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

15. Resolution #18-73 Authorizing Agreement Waiving Notice and Agreeing to Special Assessments (Basgig Investors, LLC).

Alderperson Carpenter asked if the City get reimbursed as the lots get sold; City Administrator Larry Delo explained that this is how the reimbursement works. Discussion followed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

16. Ordinance #18-11 Amending § 150-22 and Schedule G Thereto, De Pere Municipal Code, Regarding Parking Regulations. (Second Reading)

RESULT:	ADOPTED [6 TO 2]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	Boyd, Crevier, Hansen, Jennings, Lueck, Nelson
NAYS:	Dan Carpenter, Dean Raasch

17. Ordinance #18-14 Amending § 9-1 De Pere Municipal Code Regarding Non-Discrimination in Housing, Public Accommodation and Employment. (Second Reading)

RESULT:	ADOPTED [7 TO 1]
MOVER:	Ryan Jennings, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Hansen, Jennings, Lueck, Nelson, Raasch
NAYS:	Scott Crevier

18. Operator License Applications.

Alderperson Boyd moved, seconded by Alderperson Carpenter to approve Previously Tabled Operator License Applications #1-4 and 8. Upon vote, motion carried unanimously.

Alderperson Boyd moved, seconded by Alderperson Hansen to table Previously Tabled Operator License Application #6. Upon vote, motion carried unanimously.

Alderperson Boyd moved, seconded by Alderperson Carpenter to approve Previously Tabled Operator License Application #5 only if his arrest is still pending; otherwise table the application. Upon vote, motion carried unanimously.

Alderperson Boyd moved, seconded by Alderperson Hansen to table Previously Tabled Operator License Application #7 until a work location is identified by the applicant. Upon vote, motion carried unanimously.

Alderperson Boyd moved, seconded by Alderperson Carpenter to approve Temporary Operator License Applications #1-5. Upon vote, motion carried unanimously.

Alderperson Boyd moved, seconded by Alderperson Hansen to approve Renewal Operator License Applications #1-6. Upon vote, motion carried unanimously.

Alderperson Boyd moved, seconded by Alderperson Carpenter to approve New Operator License Applications #1-5, 7-8, and 10-17. Upon vote, motion carried unanimously.

Alderperson Boyd moved, seconded by Alderperson Hansen to table New Operator License Applications #6 and 9. Upon vote, motion carried unanimously.

19. Voucher Approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ryan Jennings, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

20. Future Agenda Items.

- Aldersperson Hansen requested review of incorporating new legislation regarding towing habitual parking violators; the request will go to Finance/Personnel Committee.
21. Resolution #18-74 Ratifying Contract with the De Pere Police Benevolent Association.
 22. Consideration of Conflict Waiver and Request to Consent to Representation submitted by the Davis & Kuelthau Law Firm.

Aldersperson Raasch moved, seconded by Aldersperson Carpenter to close the meeting at 7:56 p.m. to discuss Agenda Items #21 and 22. Upon roll call vote, motion carried unanimously.

Aldersperson Hansen moved, seconded by Aldersperson Boyd to open the meeting at 8:02 p.m. Upon roll call vote, motion carried unanimously.

Aldersperson Boyd moved, seconded by Aldersperson Raasch to approve Resolution 18-74. Upon roll call vote, motion carried unanimously.

Aldersperson Carpenter moved, seconded by Aldersperson Hansen to authorize the City Attorney to consent to representation. Upon vote, motion carried unanimously.

Aldersperson Crevier moved, seconded by Aldersperson Boyd to adjourn the meeting at 8:03 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Ordinance #18-15 Rezoning Certain Property (Parcel ED-477).

On July 23, 2018, Plan Commission recommended approval by a vote of 4-0, with conditions identified in the report.

ATTACHMENTS:

- Ord18-15 (DOCX)
- Public Hearing Notice Irwin rezone (DOCX)
- Report to Plan Commission - Rezoning B-2 PDD to R-3 PDD (DOCX)
- Application Form (PDF)
- Subject Site Map - With Street Names (DOCX)
- Site Plans and Drawings - PRELIMINARY 10 Jul 2018 (PDF)
- General Development Plan from Petitioner - 13 Aug 2018 (PDF)

ORDINANCE #18-15
REZONING CERTAIN PROPERTY
(Parcel ED-477)

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

WHEREAS, the City Clerk-Treasurer, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 21st day of August, 2018 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

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

Section 1. That the following described property:

Parcel ED-477 (428 North Superior Street)

Irwin's 2nd Addition to De Pere Lots 1, 2, 3, 5, 6, 7, 8 & Lot 4 except that part South of Williams Street all in Block 16 and part of vacated right-of-way adjoining as described in Document No. 1775959 and all of Block 35, Original Plat of De Pere, in the City of De Pere, East side of Fox River, Brown County, Wisconsin

shall be and the same is hereby rezoned from the present zoning classification of B-2, General Business District with PDD overlay, to R-3, General Residence District with PDD overlay, as set forth in and regulated by the provisions of §14-40 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, De Pere Municipal Code and with all recommendations and approvals of the Plan Commission and Common Council.

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

Section 3. That all other ordinances in conflict herewith are hereby repealed.

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of August, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 7/23/18

Publication Date: _____

Effective Date: _____

Publish: August 6 and August 13, 2018 in the Green Bay Press-Gazette (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, August 21, 2018** at 7:30 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on the rezone request for the following property:

Rezoning Parcel ED-477 at 428 N. Superior Street from B-2 PDD (General Business District with a Planned Development District overlay) to R-3 (Multiple Family Residence District with a Planned Development District overlay).

A map of the proposed rezoning is available at the City of De Pere Development Services Department, 335 S. Broadway St., De Pere, WI 54115.

Dated this 6th day of August, 2018.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana D. Ledvina
City Clerk-Treasurer

Attachment: Public Hearing Notice Irwin rezone (7213 : Ordinance #18-15 Rezoning Certain Property (Parcel ED-477))

- Item 6:** Recommendation regarding a rezoning request from B-2 PDD (General Business District with a Planned Development District overlay) to R-3 PDD (Multiple Family Residence District with a Planned Development District overlay) at 428 N. Superior Street (Parcel ED-477). Submitted by Lindsey Bovinet, Milwaukee View LLC, authorized representative for CR Real Estate LLC, property owner.*

SITE MAP

REQUESTED ACTION: Rezoning Request.

Rezone Parcel ED-477 (428 N. Superior Street from B-2 PDD to R-3 PDD to redevelop Irwin School into condominiums and to add 12 townhomes in the parking lot on the east side of the school.

COMMON DESCRIPTION: 428 N. Superior Street, located southeast from the N. Superior Street and Franklin Street intersection.

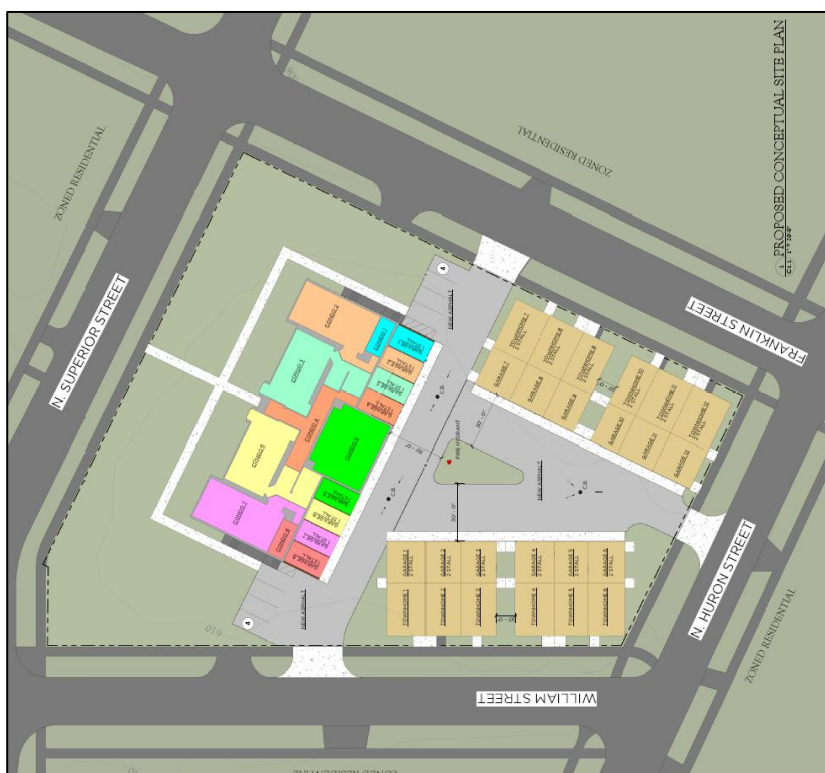
PARCEL NUMBERS: ED-477

EXISTING ZONING:	B-2 PDD (General Business District with a Planned Development District overlay)	
PROPOSED ZONING:	R-3 PDD (Multiple Family Residence District with a Planned Development District overlay)	
SURROUNDING LAND USES:	Residential to the north, south, east, and west.	
COMPREHENSIVE PLAN:	Commercial	
APPLICANT / OWNER:	Lindsey Bovinet, President/CEO Authorized Representative Milwaukee View LLC 225 East St. Paul Avenue, Suite 302 Milwaukee, WI 53202	CR Real Estate LLC Property Owner ATTN: Larry Anderson, Partner PO BOX 11966 Green Bay, WI 54307-1966
SITE HISTORY:	Year 1938-2017 air photographs identify the subject property being developed with the Irwin School structure. The brick school was built in a Collegiate Gothic style in 1924 on the 1.4 acre lot. The school property was rezoned to B-2 with a PDD overlay and converted to offices for business use in 1988. The property is now vacant. The property lies within the North Michigan Street–North Superior Street Historic District, which is on both the National and State Register Listing. The property is not on the local list of historic properties or sites. The petitioner proposes to rezone the property from a business zoning category to a residential zoning category in order for the land use to better fit the residential neighborhood. The proposed zoning is R-3 with a PDD overlay in order to convert the school into 8 condominiums and to add 12 townhome units, in 4 buildings, located within the existing parking lot area to the east of the school building.	
STAFF REVIEW:	With this request, the applicant proposes rezoning Parcel ED-477 from B-2 with a PDD overlay to R-3 with a PDD overlay to allow for future residential redevelopment. When a PDD overlay is part of a rezoning request, a “General Plan” must be submitted to Plan Commission with the rezoning request. The petitioner submitted documents that include the information for a General Development Plan, including an organizational structure, letter of intent, company summary, concept site plan, elevations, etc. For ease of review, the General Development Plan information has been summarized below, in a format identified in the City’s Municipal Code: • <i>NOTE: A General Development Plan identifies the general concept for a property and is not intended to reflect a complete Site Plan</i>	

GENERAL DEVELOPMENT PLAN SUMMARY

1. General Location Map

The following map was included in the plans to identify the condominium and townhome locations and units.



2. Property Boundaries

The general property boundary for Parcel ED-477 is not proposed to change. The property may be divided into 'lot equivalents' via a condominium plat.

3. Property Topography

The property is relatively flat. Topography information is not shown on the map; the elevation is 610 feet above sea level.

4. General site plans that cover the following:

a. Land uses

The proposed land use will be multi-family residential to accommodate 8 condominium units within the renovated school and 12 new townhome units to the east of the school.

The street setbacks for the townhomes are proposed to be reduced on William Street and Franklin Street from 25 feet to 5 feet, and reduced on Huron Street from 25 feet to 1.5 feet.

b. Residential density

The site is proposed to have 8 condominium units within the existing school structure. Four buildings are proposed to be built to the east of the school, each building having three townhome units (total of 8 condominium units and 12 townhome units). Based on the type of user that this type of condominium and townhome tends to attract, 30 adults and 12 children likely will live there.

c. Aesthetic characteristics

Building elevations were provided that identify colors, but not building materials. A plan that identifies building materials must be provided. General location and type of landscaping was not required.

d. Street patterns

Existing street patterns remain unchanged and 8,134 square feet of proposed private driveways are identified on page C1.1 of the graphics. A vacated alley retained an easement that may need to be released by the petitioner.

e. Basic storm drainage patterns

A storm drainage pattern is shown on the Location Map for the paved areas.

f. Recreational and open spaces (size/location)

Green space open area covers 40% of the property (per graphic page C1.1). The General Plan does not typically identify detailed landscaping features.

g. Common open spaces

The General Development Plan identifies common open spaces as the 40% greenspace, private walkways, drive lanes and outdoor parking stalls.

h. Development statistical data

There are a total of 20 units proposed on the site with 28 “inside” garage stalls and 8 external parking stalls.

The number of bedrooms total 34. The residential population of the site is expected to be approximately 42. The existing public street system, parks, and school district will accommodate the new residents.

i. Deed restrictions and structure of associations

The General Development Plan does not identify specific deed restrictions and structure of associations; however, a condominium plat may be proposed.

j. Additional info added by Plan Commission

Additional information may be requested at the time of the July 23, 2018 Plan Commission meeting.

**ZONING AND PDD NEEDS
SUMMARY:**

The Zoning portion of the request includes changing the existing B-2 District to an R-3 District in order to better fit the surrounding residential (R-2) district. The Comprehensive Plan suggests a commercial use for the property; however, businesses have not been able to succeed in the historic structure. A residential use, like R-3, is a better fit for the neighborhood.

The PDD portion of the request includes three changes to the standard zoning:

1. *The existing PDD overlay*—eliminate and replace with new PDD overlay.
2. *The building setbacks* – reduce front yard setback on William Street and Franklin Street from 25 feet to 5 feet, and reduce corner side setbacks on Huron Street from 25 feet to 1.5 feet. This change will not affect vision triangles, nor will it affect existing utility easements.
3. *The Townhome façade materials* – The required brick, stone, and other materials approved by Plan Commission need to be approved as the following for the townhomes: Stone, brick, siding, and roofing in variations of brown, tan, and grey earth tones.

Brick front façade of former Irwin School (west).



Brick rear façade of former Irwin School with 8 garages added (east).



Conceptual front façade of new townhomes facing Franklin Street & William Street.



Conceptual rear façade of new townhomes.



CREATION OF NEW TID #14: The subject property is the site for the City's proposed new Tax Increment District (TID) #14. The development of TID #14 is in progress. If the rezoning is approved and the new TID #14 is created the subject development can become a candidate to receive TID incentives for well-designed development/redevelopment activities.

REVIEW PROCESS: For rezoning applications with a PDD overlay and General Plan, the Plan Commission provides a recommendation to the Common Council for the rezoning and the components of the PDD overlay that are identified in the General Plan. If recommended for approval by Plan Commission, a public hearing is expected to be held at the August 21, 2018 Council meeting prior to review of the rezoning and General Plan by the Common Council.

Residents within 300' of this property have been notified regarding this application. Rezoning signs have also been posted on the property.

Within one year of approval of the rezoning and General Plan, an application for a Precise Implementation Plan (PIP) must be submitted. That submittal is reviewed by the Plan Commission and the City Council.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the rezoning request to change Parcel ED-477 from B-2 with a PDD overlay to R-3 with a PDD overlay, subject to the following:

1. If necessary, submit a revised General Plan document to staff by August 7, 2018 that addresses all of the concerns from the July 23, 2018 Plan Commission meeting in order to allow the completed General Plan to be included with the Common Council review.
2. Subject to the developer addressing needs for storm water management, water connections, sewer connections, and releasing utility easements that may lie underneath proposed building areas.
3. Plan Commission approving the use of the following materials for the townhomes: Stone, brick, siding, and roofing in variations of brown, tan, and grey earth tones.



CITY OF DE PERE
APPLICATION FOR
REZONING

CITY OF DE PERE
RECEIVED
JUL 10 2018
PLANNING DEPT.

Fee: \$ 305.00

Receipt #: 134410

Date: 7-10-18

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Milwaukee View, LLC	Authorized Representative Lindsey Bovinet	Title President/CEO	
Mailing Address 225 East St. Paul Avenue, Suite 302	City Milwaukee	State WI	ZIP Code 53202
Email Address lbovinet@mkeview.com	Phone Number (incl. area code) (414) 982-9165	Fax Number (incl. area code)	

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

Name (Ind. Org. or Entity) CR Real Estate, LLC	Contact Person Larry Anderson	Title Partner	
Mailing Address P.O. Box 11966	City Green Bay	State WI	ZIP Code 54307-1966
Email Address lda3030@gmail.com	Phone Number (incl. area code) (920) 328-3315	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 428 N. Superior Street, De Pere, WI 54115	Parcel Number(s): ED-477
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SECTION 4: Proposed Rezoning Use

Existing Zoning:	B-2 PDD		
Proposed Zoning:	R-3 PDD		
Adjacent Zoning: North R-1	Adjacent Zoning: South R-1	Adjacent Zoning: West R-1	Adjacent Zoning: East R-1
Present Use of Parcel	Business offices		
Proposed Use of Parcel	Condo and townhomes		

SECTION 5: Certification and Permission

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

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

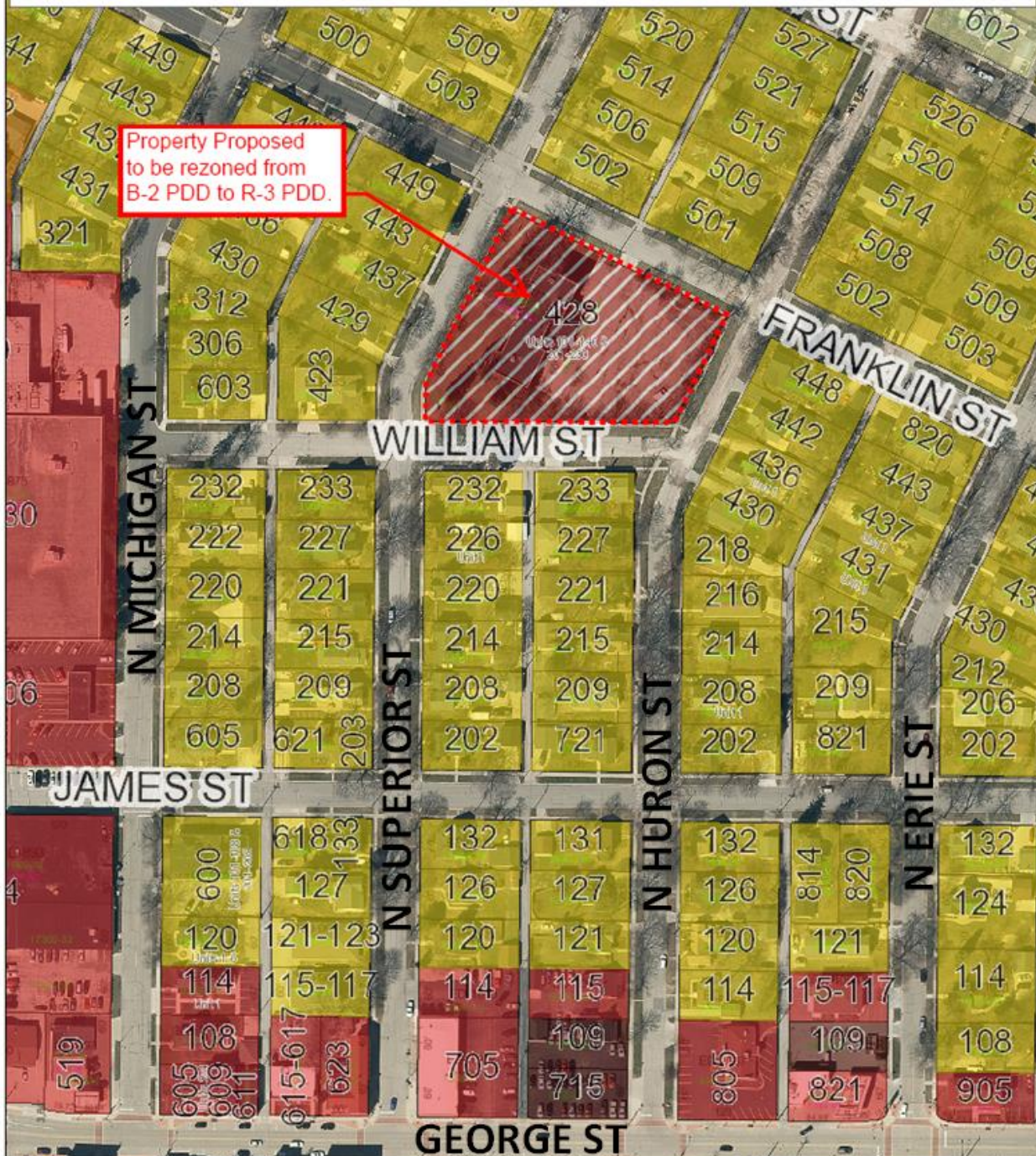
Name of Owner/Authorized Representative (please print) Mike R. Cashman	Title Business Development Assoc	Phone Number (920) 621-4703
Signature of Applicant 		Date Signed 7/9/18

Attached additional sheets if necessary.

Attachment: Application Form (7213 : Ordinance #18-15 Rezoning Certain Property (Parcel ED-477))

SITE MAP

Proposed Rezoning from B-2 PDD to R-3 PDD: N. 428 Superior



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.

Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010



07/13/2018
Scale 1:1800



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IRWIN SCHOOL LOFTS

428 N. SUPERIOR ST. DEPERE, WI

Attachment: Site Plans and Drawings - PRELIMINARY 10 Jul 2018 (7213 : Ordinance #18-15 Rezoning Certain Property (Parcel ED-477))

PROJECT DATA

IRWIN SCHOOL CONDOS		
FIRST FLOOR	8118	SQFT
SECOND FLOOR	6705	SQFT
BUILDING TOTAL	14823	SQFT
CONCRETE SIDEWALK/DRIVEWAY	3197	SQFT
ASPHALT	8134	SQFT
TOTAL GARAGES	8	
PARKING SPACES	8	
IRWIN TOWN HOMES		
(8) END UNITS @	1392	SQFT
(4) CENTER UNITS @	1150	SQFT
CONCRETE SIDEWALK/DRIVEWAY	5809	SQFT
ASPHALT	12684	SQFT
TOTAL GARAGES	(12) 2-STALL	

LOT SIZE	62492	SQFT
GREEN SPACE	25219	SQFT
	40%	

IRWIN LOFTS (SCHOOL) CONDOS

CONDO 1		
FIRST FLOOR	170	SQFT
SECOND FLOOR	900	SQFT
TOTAL	1070	SQFT
BEDROOM	1	
STALL GARAGE	1	
CONDO 2		
FIRST FLOOR	1100	SQFT
SECOND FLOOR	640	SQFT
TOTAL	1740	SQFT
BEDROOMS	2	
STALL GARAGE	1	
CONDO 3		
FIRST FLOOR	1250	SQFT
SECOND FLOOR	890	SQFT
TOTAL	2140	SQFT
BEDROOMS	3	
STALL GARAGE	1	
CONDO 4		
FIRST FLOOR	626	SQFT
SECOND FLOOR	980	SQFT
TOTAL	1606	SQFT
BEDROOMS	1	
STALL GARAGE	1	
CONDO 5		
TOTAL	1150	SQFT
BEDROOMS	2	
STALL GARAGE	1	
CONDO 6		
FIRST FLOOR	1300	SQFT
SECOND FLOOR	890	SQFT
TOTAL	2190	SQFT
BEDROOMS	3	
STALL GARAGE	1	
CONDO 7		
FIRST FLOOR	1100	SQFT
SECOND FLOOR	640	SQFT
TOTAL	1740	SQFT
BEDROOMS	2	
STALL GARAGE	1	
CONDO 8		
FIRST FLOOR	170	SQFT
SECOND FLOOR	900	SQFT
TOTAL	1070	SQFT
BEDROOM	1	
STALL GARAGE	1	

IRWIN TOWNHOMES

TOWNHOME 1		
FIRST FLOOR	542	SQFT
SECOND FLOOR	850	SQFT
TOTAL	1392	SQFT
BEDROOMS	2	
GARAGE	2	
TOWNHOME 2		
FIRST FLOOR	417	SQFT
SECOND FLOOR	733	SQFT
TOTAL	1150	SQFT
BEDROOMS	2	
GARAGE	2	
TOWNHOME 3		
FIRST FLOOR	542	SQFT
SECOND FLOOR	850	SQFT
TOTAL	1392	SQFT
BEDROOMS	2	
GARAGE	2	
TOWNHOME 4		
FIRST FLOOR	542	SQFT
SECOND FLOOR	850	SQFT
TOTAL	1392	SQFT
BEDROOMS	2	
GARAGE	2	
TOWNHOME 5		
FIRST FLOOR	417	SQFT
SECOND FLOOR	733	SQFT
TOTAL	1150	SQFT
BEDROOMS	2	
GARAGE	2	
TOWNHOME 6		
FIRST FLOOR	542	SQFT
SECOND FLOOR	850	SQFT
TOTAL	1392	SQFT
BEDROOMS	2	
GARAGE	2	
TOWNHOME 7		
FIRST FLOOR	542	SQFT
SECOND FLOOR	850	SQFT
TOTAL	1392	SQFT
BEDROOMS	2	
GARAGE	2	
TOWNHOME 8		
FIRST FLOOR	417	SQFT
SECOND FLOOR	733	SQFT
TOTAL	1150	SQFT
BEDROOMS	2	
GARAGE	2	
TOWNHOME 9		
FIRST FLOOR	542	SQFT
SECOND FLOOR	850	SQFT
TOTAL	1392	SQFT
BEDROOMS	2	
GARAGE	2	
TOWNHOME 10		
FIRST FLOOR	542	SQFT
SECOND FLOOR	850	SQFT
TOTAL	1392	SQFT
BEDROOMS	2	
GARAGE	2	
TOWNHOME 11		
FIRST FLOOR	417	SQFT
SECOND FLOOR	733	SQFT
TOTAL	1150	SQFT
BEDROOMS	2	
GARAGE	2	
TOWNHOME 12		
FIRST FLOOR	542	SQFT
SECOND FLOOR	850	SQFT
TOTAL	1392	SQFT
BEDROOMS	2	
GARAGE	2	

PRELIMINARY NO: 18-60-04

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Construction, Inc.

Attachment: S

BUSINESS DEV. ASSOC.:
Mike Cas

DESIGNER:

DRAWN BY:

PROJECT MANAGER:

REVISIONS
6.14.18

DATE _____

SHEE

09/05/17

FREE

C1.1



1 FIRST FLOOR PLAN
A1.1 3/16" = 1'-0" 7680 SQFT

REVISIONS
6.14.18

07-06-2018 - DVG
07-10-2018 - DVG

DATE:

01/30/18

SHEET:

A1.1

BUSINESS DEV. ASSOC.:
Mike Cashman

DESIGNER:
Jeremy Lueck

DRAWN BY:
...

PROJECT MANAGER:
.....

PRELIMINARY NO.:
18-60-04

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IRWIN SCHOOL LOFTS

428 N. SUPERIOR ST. DEPERE, WI

Attachment: Site Plans and Drawings - PRELIMINARY 10 Jul 2018 (7213 : Ordinance #18-15 Rezoning Certain Property (Parcel ED-477))





1 SECOND FLOOR PLAN
A1.2 / 3/16" = 1'-0"
6184 SQFT

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07-10-2018 - DVG

DATE:
09/05/17

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A1.2

BUSINESS DEV. ASSOC.:
Mike Cashman

DESIGNER:
Jeremy Lueck

DRAWN BY:
...

PROJECT MANAGER:

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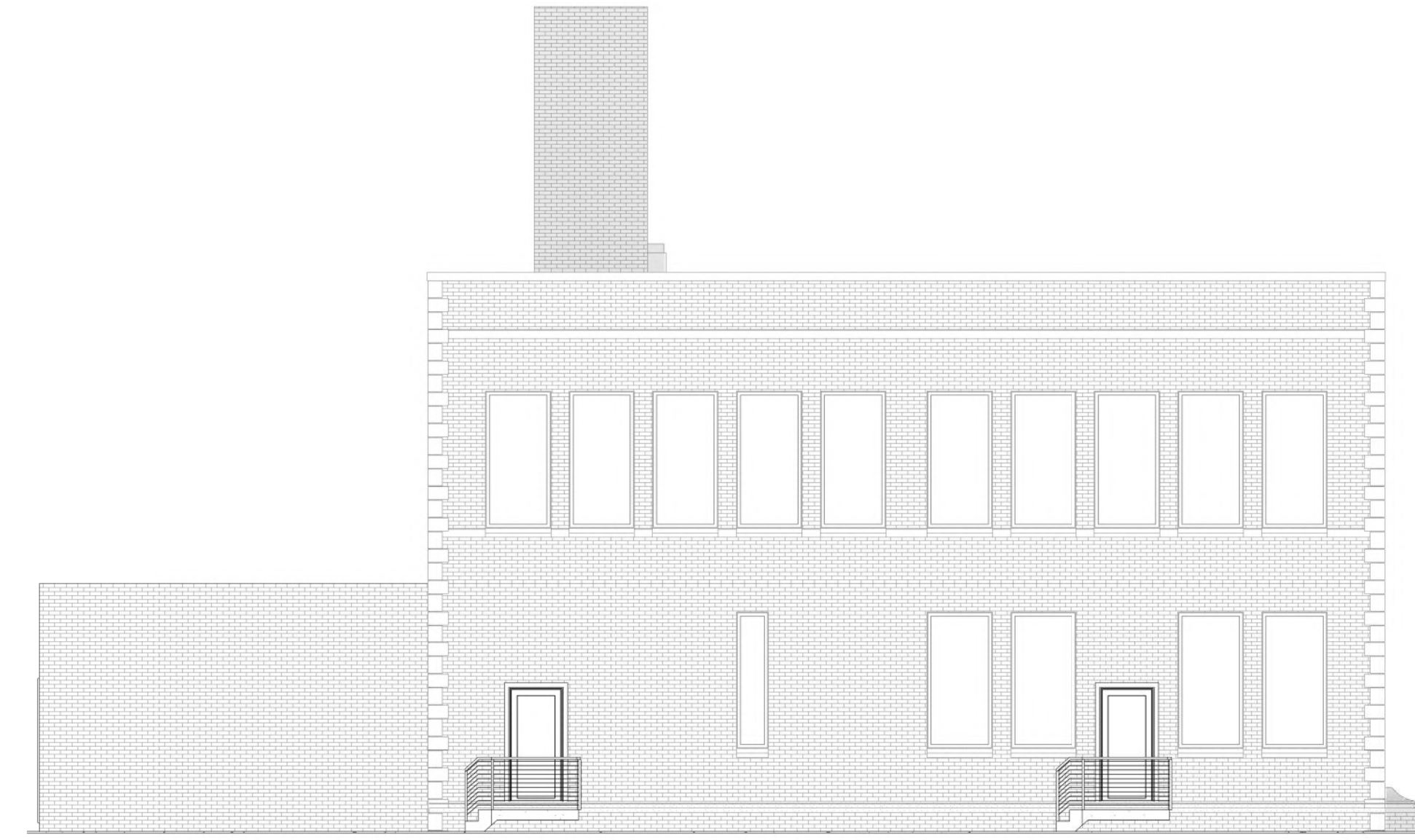
IRWIN SCHOOL LOFTS

428 N. SUPERIOR ST. DEPERE, WI

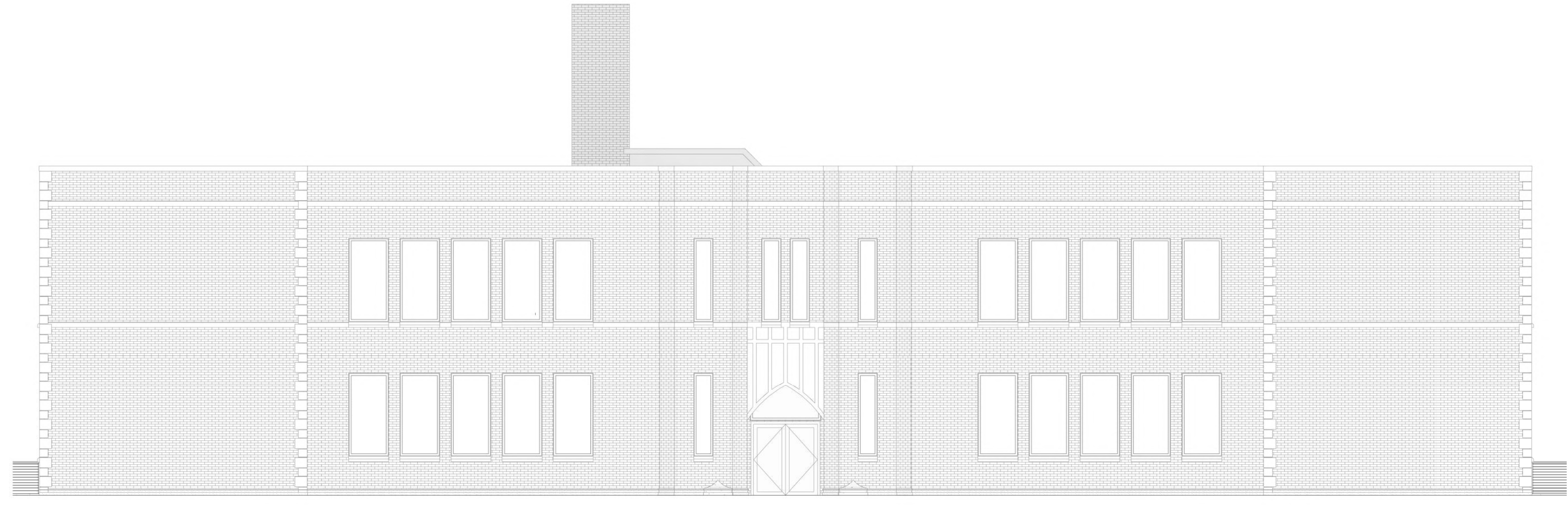
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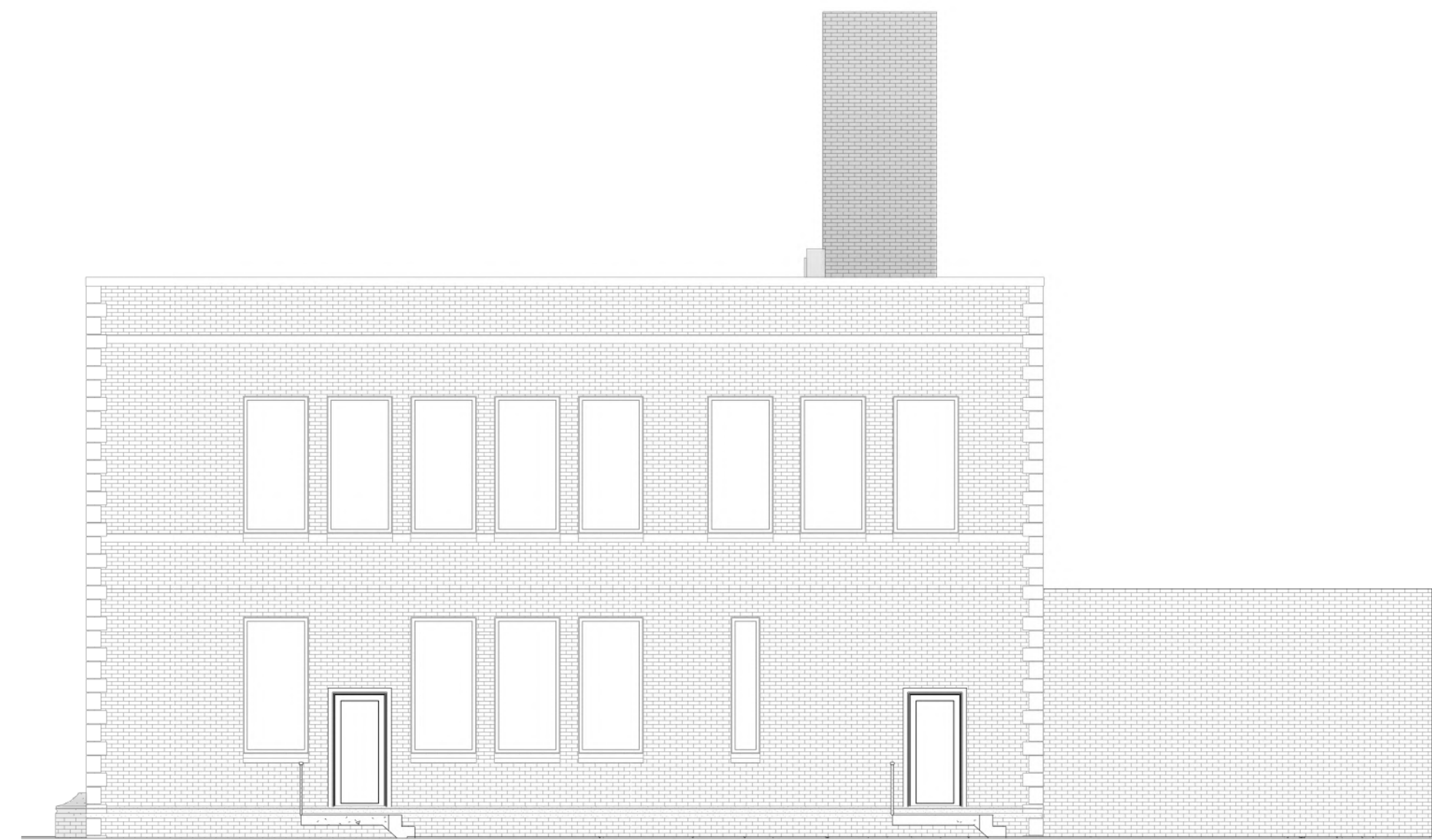




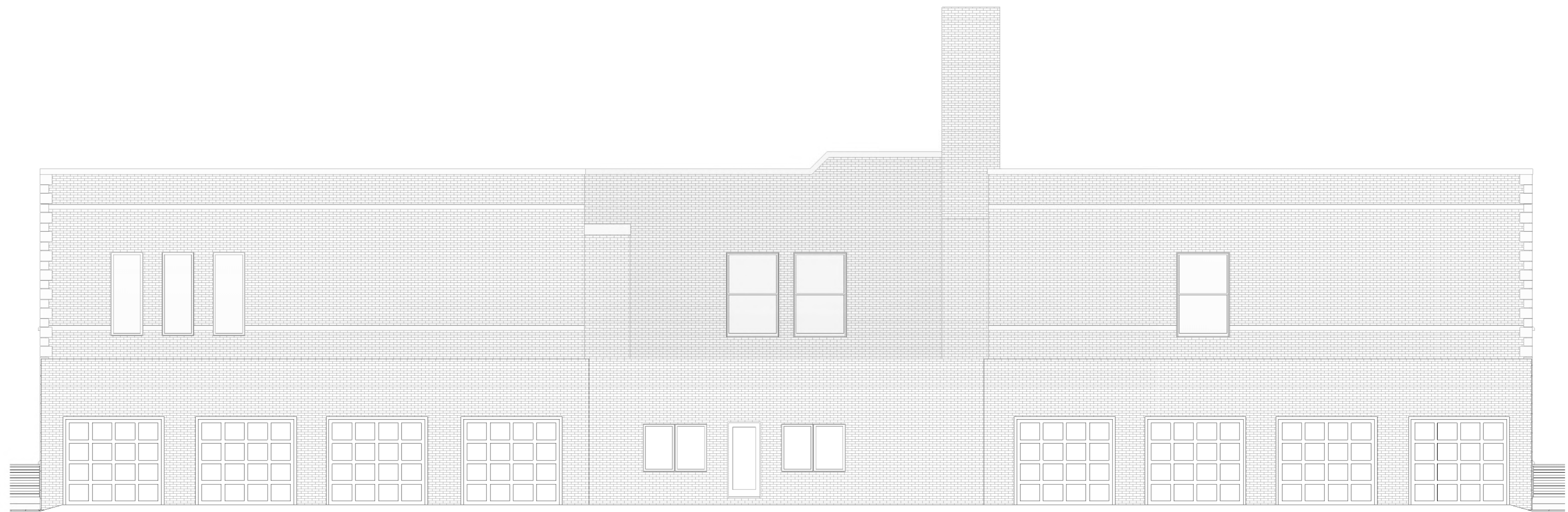
3 NORTH ELEVATION
A2.1 1/8" = 1'-0"



1 WEST ELEVATION
A2.1 1/8" = 1'-0"



4 SOUTH ELEVATION
A2.1 1/8" = 1'-0"



2 EAST ELEVATION
A2.1 1/8" = 1'-0"

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07-10-2018 - DVG

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09/05/17

SHEET:
A2.1

Packet Pg. 25

BUSINESS DEV. ASSOC.:
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DESIGNER:
Jeremy Lueck
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PROJECT MANAGER:

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A2.2

BUSINESS DEV. ASSOC.:

Mike Cashman

DESIGNER:

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DRAWN BY:

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IRWIN SCHOOL LOFTS

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With roots dating back to the 1900s the Irwin School is not only historic but has a lifeline of this city built into it with every brick. As a family owned business in its third generation we understand that significance and plan to honor that by simply breathing new life and purpose into this landmark.

Our intention will be to keep the original architecture and character of the school building but within the original walls, repurpose the floorplan into eight condo units. The design will allow for (2) 1 bedroom, (4) 2 bedroom and (2) 3 bedroom units. Each unit will have a single stall garage, with private entrance and one parking stall on the lot near the building. The garage structure will be added on to the existing Irwin School Building and will have a flat roof and brick to match the existing building. There will be a need to add more windows to appeal to potential homebuyers but preservation is our highest priority.

In addition we will build twelve town home units with characteristics to fit into the residential neighborhood. The existing parking lot area will have four townhouse buildings with three individually owned townhouses in each building. Each townhome will have two bedrooms and a two stall garage.

We will be leaving a majority of the west side of the property green space as is for curb appeal and as an amenity for future home owners.

This project is the perfect fit for DeLeers construction with our expert craftsmen and ties to this community. We would be honored preserve The Irwin School and add value to De Pere.





July 9, 2018

Re: Irwin School Development Organizational Structure

Per the rezoning and general plan submittal requirements, Milwaukee View is proposing the following organizational structure which is subject to change. In pre-construction and during construction, the Irwin School project will be under ownership of Irwin School Development LLC. Upon completion of the townhome and condo units, the individual units will be sold to individual home buyers who will be part of a home owners association (Irwin School Association). The home owners association will be made up of all townhome and condo owners who will fund the operations of the organization with annual dues. The association will be responsible for grounds and property maintenance for which a third party property manager may be chosen.

As our project moves forward, Milwaukee View will add further detail to Irwin School Development's organizational plans.

Best Regards,

Anur Rastogi

Director of Finance and Investments
Milwaukee View LLC
908-235-1909
Arastogi@mkeview.com



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BUSINESS DEV. ASSOC.:
Mike Cashman

DESIGNER:

DRAWN BY:

PROJECT MANAGER:

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14.18REVISIONS
14.18

7-06-2018 - DVG

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7-10-2018 - DVG

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SHEE

D1.1

IRWIN SCHOOL LOFTS

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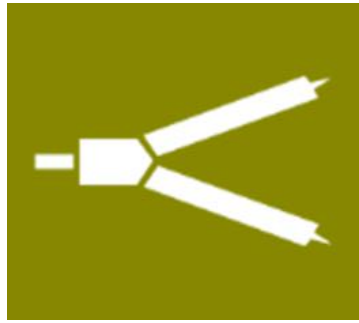
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SHEE

D1.2

1 D1.2 SECOND FLOOR INTERIOR



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PROPOSED FOR:

IRWIN LOFTS

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Mike Cashman

DESIGNER:

Jeremy Lueck

DRAWN BY:

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PROJECT MANAGER:

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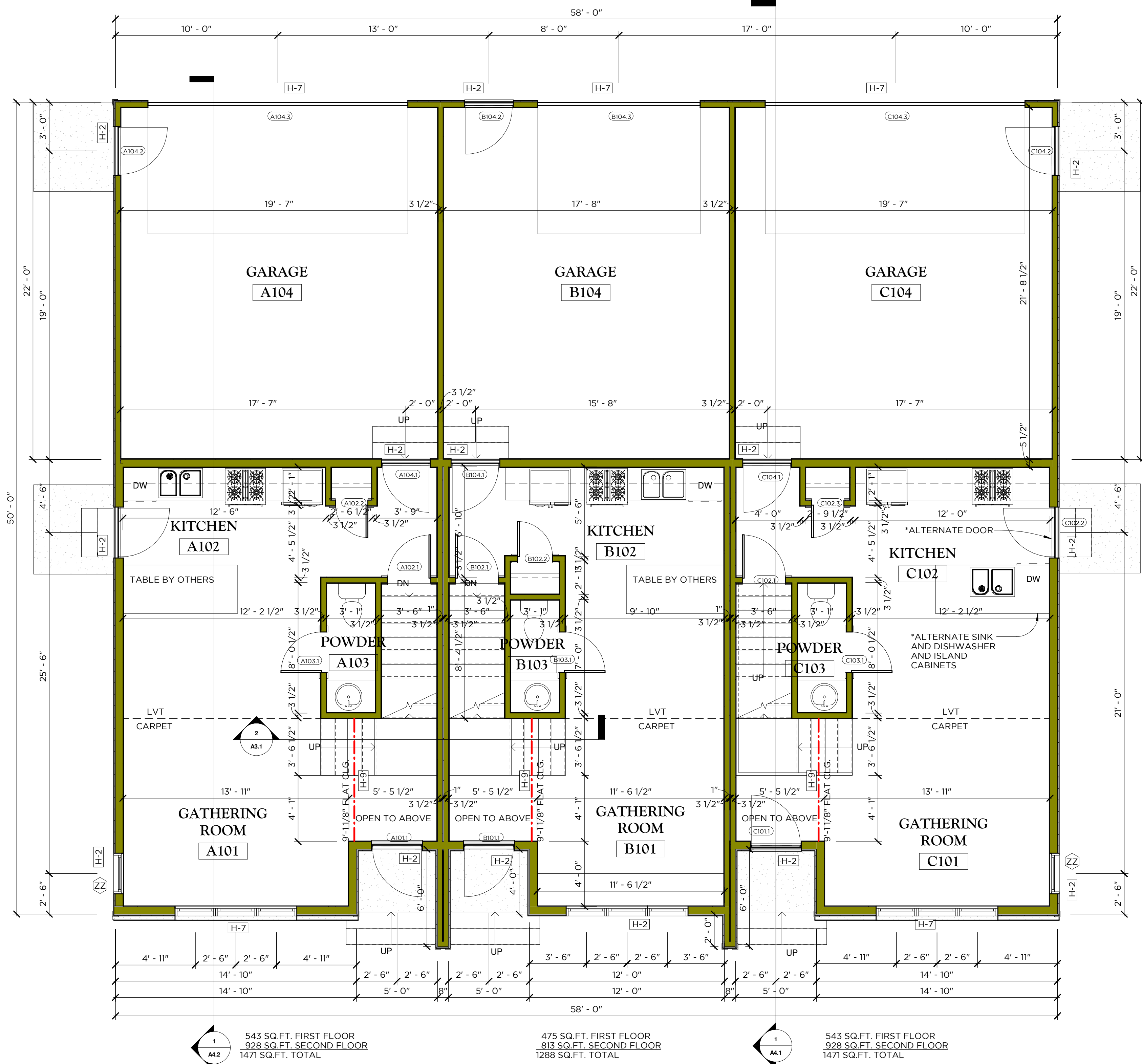
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A1.1



FIRST FLOOR

PLAN

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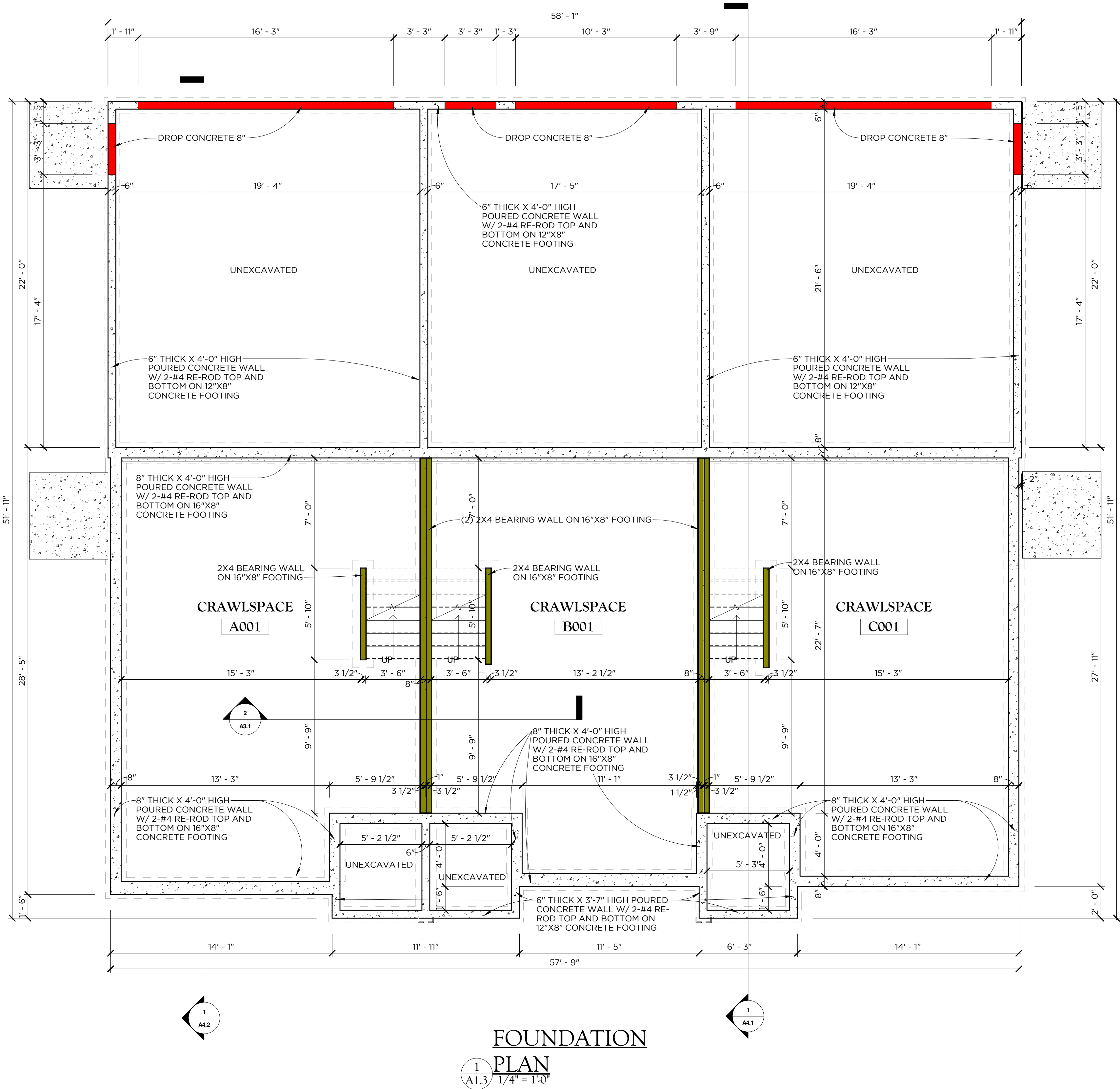
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11.2

SECOND
FLOOR PLAN



PRELIMINARY - NOT FOR CONSTRUCTION

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Mike Cashman	
DESIGNER:	
Jeremy Lueck	
DRAWN BY:	
BSS	
PROJECT MANAGER:	

PRELIMINARY NO:	
18-60-04	
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A1.3



NORTH
ELEVATION
3
A2.1 1/4" = 1'-0"



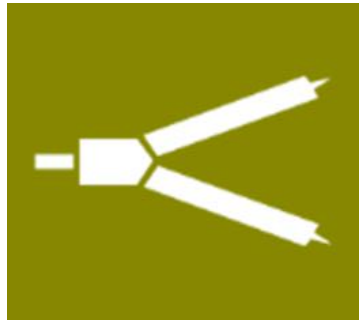
WEST
ELEVATION
1
A2.1 1/4" = 1'-0"



SOUTH
ELEVATION
4
A2.1 1/4" = 1'-0"



EAST
ELEVATION
2
A2.1 1/4" = 1'-0"



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Mike Cashman

DESIGNER:

Jeremy Lueck

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BSS

PROJECT MANAGER:

PRELIMINARY NO:

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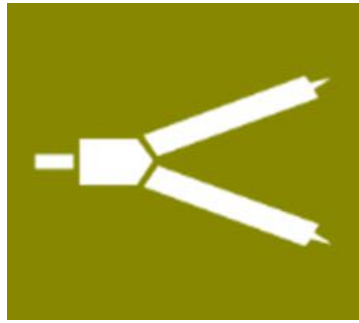
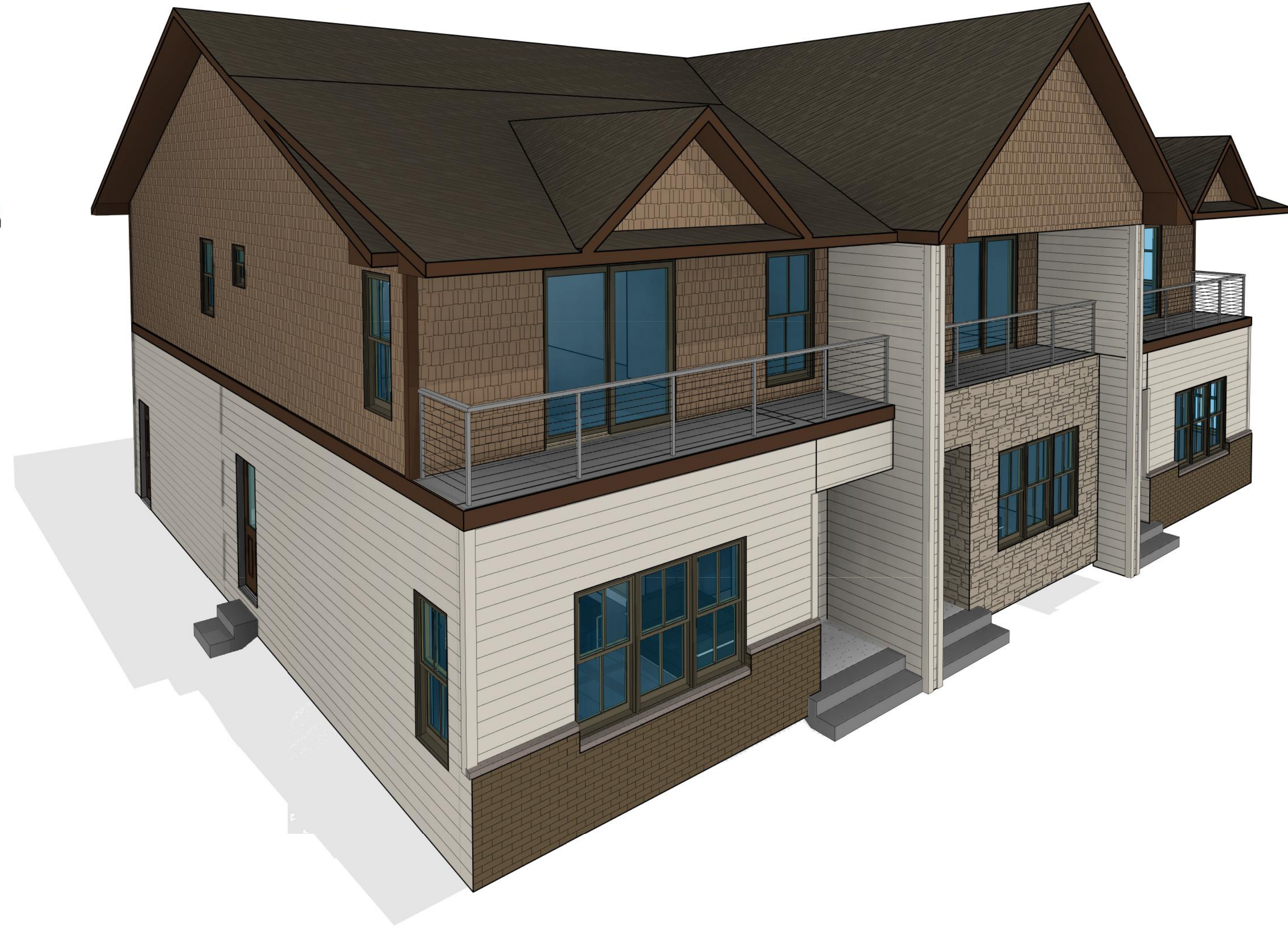
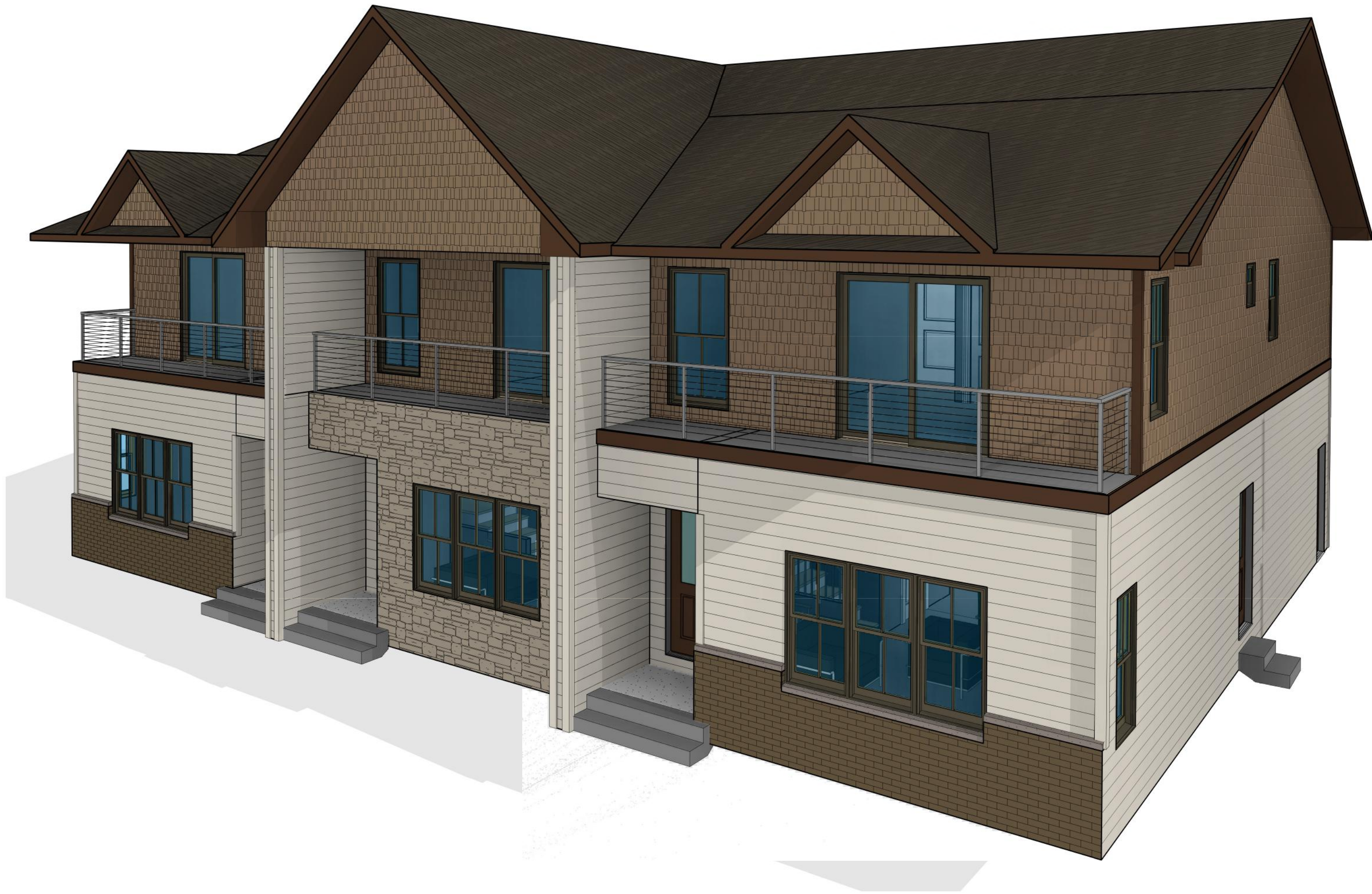
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A2.1

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IRWIN LOFTS

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BUSINESS DEV. ASSOC.:

Mike Cashman

DESIGNER:

Jeremy Lueck

DRAWN BY:

BSS

PROJECT MANAGER:

PRELIMINARY NO:

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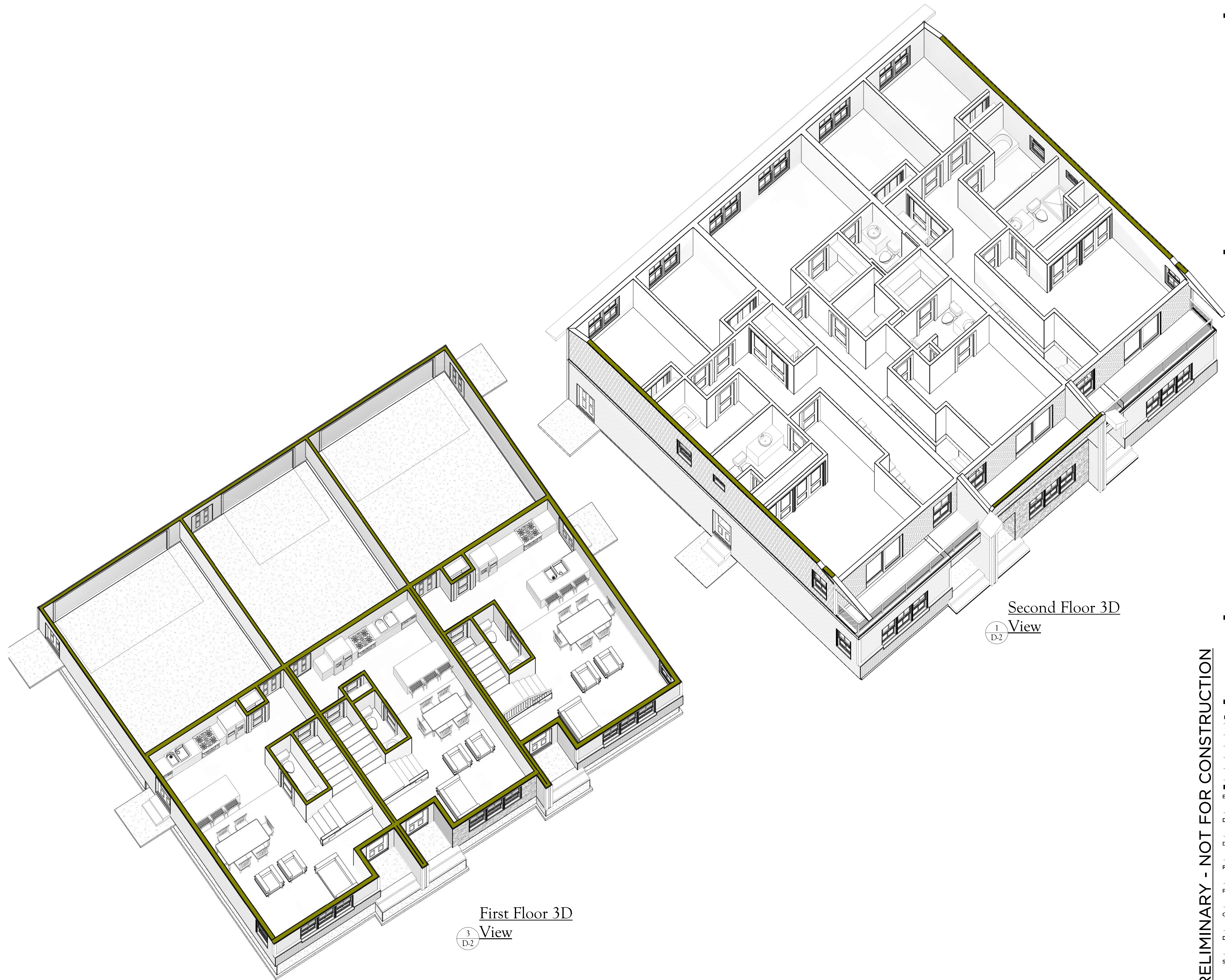
DATE:

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A2.2

PRELIMINARY - NOT FOR CONSTRUCTION



First Floor 3D
View

Second Floor 3D
View

PRELIMINARY - NOT FOR CONSTRUCTION

PROPOSED FOR:

IRWIN LOFTS
428 N. SUPERIOR ST.
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REVISIONS	
05.22.2018 - DVG	
BUSINESS DEV. ASSOC:	
	Mike Cashman
DESIGNER:	
	Jeremy Lueck
DRAWN BY:	
	BSS
PROJECT MANAGER:	

PRELIMINARY NO:	
	18-60-04
CONTRACT NO:	

DATE:	
	09/05/17
SHEET:	

D-2

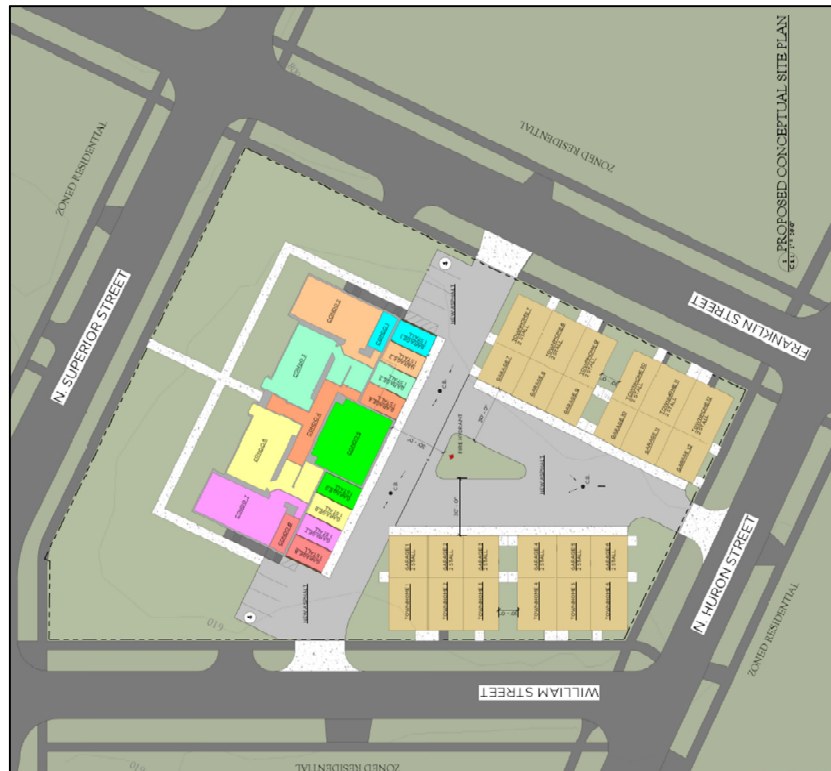


REQUESTED ACTION:	Rezoning Request.	
	Rezone Parcel ED-477 (428 N. Superior Street from B-2 PDD to R-3 PDD to redevelop Irwin School into condominiums and to add 12 townhomes in the parking lot on the east side of the school.	
COMMON DESCRIPTION:	428 N. Superior Street, located southeast from the N. Superior Street and Franklin Street intersection.	
PARCEL NUMBERS:	ED-477	
EXISTING ZONING:	B-2 PDD (General Business District with a Planned Development District overlay)	
PROPOSED ZONING:	R-3 PDD (Multiple Family Residence District with a Planned Development District overlay)	
SURROUNDING LAND USES:	Residential to the north, south, east, and west.	
COMPREHENSIVE PLAN:	Commercial	
APPLICANT / OWNER:	Lindsey Bovinet, President/CEO Authorized Representative Milwaukee View LLC 225 East St. Paul Avenue, Suite 302 Milwaukee, WI 53202	CR Real Estate LLC Property Owner ATTN: Larry Anderson, Partner PO BOX 11966 Green Bay, WI 54307-1966
SITE HISTORY:	The brick school was built in a Collegiate Gothic style in 1924 on the 1.4 acre lot. The school property was rezoned to B-2 with a PDD overlay and converted to offices for business use in 1988. The property is now vacant. The property lies within the North Michigan Street–North Superior Street Historic District, which is on both the National and State Register Listing. The property is not on the local list of historic properties or sites. The developer proposes to rezone the property from a business zoning category to a residential zoning category in order for the land use to better fit the residential neighborhood. The proposed zoning is R-3 with a PDD overlay in order to convert the school into 8 condominiums and to add 12 townhome units, in 4 buildings, located within the existing parking lot area to the east of the school building.	

GENERAL DEVELOPMENT PLAN

1. General Location Map

The following map was included in the plans to identify the condominium and townhome locations and units.



2. Property Boundaries

The general property boundary for Parcel ED-477 is not proposed to change. The property may be divided into 'lot equivalents' via a condominium plat.

3. Property Topography

The property is relatively flat; the elevation is 610 feet above sea level.

4. General site plans that cover the following:

a. Land uses

The proposed land use will be multi-family residential to accommodate 8 condominium units within the renovated school and 12 new townhome units to the east of the school.

The street setbacks for the townhomes are proposed to be reduced on William Street and Franklin Street from 25 feet to 5 feet, and reduced on Huron Street from 25 feet to 1.5 feet.

b. Residential density

The site is proposed to have 8 condominium units within the existing school structure. Four buildings are proposed to be built to the east of the school, each building having three townhome units (total of 8 condominium units and 12 townhome units). Based on the type of user that this type of condominium and townhome tends to attract, 30 adults and 12 children likely will live there.

c. Aesthetic characteristics

Irwin school building exterior will remain as is and similar brick will be added to the new garages. New windows will be added to original building. The town houses will be lap and shake siding with brick and stone.


d. Street patterns

Existing street patterns remain unchanged.

e. Basic storm drainage patterns

A storm drainage pattern is shown on the Location Map for the paved areas.

f. Recreational and open spaces (size/location)

Green space open area covers 40% of the property (per graphic page C1.1).

g. Common open spaces

The General Development Plan identifies common open spaces as the 40% greenspace, private walkways, drive lanes and outdoor parking stalls.

h. Development statistical data

There are a total of 20 units proposed on the site with 28 “inside” garage stalls and 8 external parking stalls.

The number of bedrooms total 34. The residential population of the site is expected to be approximately 42. The existing public street system, parks, and school district will accommodate the new residents.

i. Deed restrictions and structure of associations

A condominium plat may be proposed.

**ZONING AND PDD NEEDS
SUMMARY:**

The Zoning portion of the request includes changing the existing B-2 District to an R-3 District in order to better fit the surrounding residential (R-2) district. The Comprehensive Plan suggests a commercial use for the property; however, businesses have not been able to succeed in the historic structure. A residential use, like R-3, is a better fit for the neighborhood.

The PDD portion of the request includes three changes to the standard zoning:

1. *The existing PDD overlay*—eliminate and replace with new PDD overlay.
2. *The building setbacks* – reduce front yard setback on William Street and Franklin Street from 25 feet to 5 feet, and reduce corner side setbacks on Huron Street from 25 feet to 1.5 feet. This change will not affect vision triangles, nor will it affect existing utility easements.
3. *The Townhome façade materials* – The required brick, stone, and other materials approved by Plan Commission need to be approved as the following for the townhomes: Stone, brick, siding, and roofing in variations of brown, tan, and grey earth tones.



Brick front façade of former Irwin School (west).



Brick rear façade of former Irwin School with 8 garages added (east).



Conceptual front façade of new townhomes facing Franklin Street & William St.



Conceptual rear façade of new townhomes.



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Recommendation of Finance/Personnel Committee to Contribute from unassigned reserves, \$5,000 to the League of Wisconsin Municipalities for Dark Store and Walgreens Loopholes Lobbying Efforts

The Committee voted 4-1 to contribute \$5,000 to the League Lobbying efforts, with funding to come from undesignated reserves. Staff has extended an invitation to the League for a presentation on this issue. As of the time of agenda assembly, we have not heard back from them.

ATTACHMENTS:

- Dark Store and Walgreens Reversal Appeal 06-26-18 (PDF)
- contributions (PDF)



131 W. Wilson St., Suite 505
 Madison, Wisconsin 53703
 phone (608) 267-2380; (800) 991-5502
 fax: (608) 267-0645
league@lwm-info.org; www.lwm-info.org

June 22, 2018

Wisconsin Mayors, City Managers,
 Village Presidents and Administrators

Good afternoon:

This letter is being sent on behalf of the Board of Directors of the League of Wisconsin Municipalities, asking for your city or village's support for a campaign to keep the Dark Store and Walgreens tax shift in front of candidates for the Governorship and Legislature this year.

As you know, the Dark Store and Walgreens loopholes in Wisconsin tax law are slowly but surely shifting the share of property taxes paid by commercial properties onto home owners, renters, independent businesses and manufacturers. We estimate that communities affected by these shifts will see property tax bills for homeowners and others increase by an average of 8%; significantly more in some communities.

The League worked with a huge bipartisan majority within the Legislature to craft a fair solution to this tax scheme. Unfortunately, we were not able to convince legislative leaders to put the bills up for a vote. After reviewing the impact of this tax shift on the residents and independent businesses of Wisconsin, the League Board has directed us to implement an issue advocacy campaign to insure that this problem is discussed and addressed by the Legislature. You are a key part of that effort.

Your city or village has already started to receive regular updates on this challenge, and will also receive a toolkit of resources that you can use at the local level. Those tools will include an explanatory video that can be shown at municipal meetings and meetings of civic organizations. The League, in collaboration with the Wisconsin Counties Association, has drafted language that you can use to put this to an advisory vote in August or November. We will also provide you with background information that will be helpful when legislative and gubernatorial candidates ask about issues impacting your community.

We can't do this without your help. The Board has authorized a withdrawal of \$75,000 from League reserves for this effort. We are partnering with the Wisconsin Counties Association, Wisconsin Towns Association, League of Wisconsin Municipal Mutual Insurance and others. But we also need your support. We realize that resources are limited, but please consider contributing what seems reasonable, based on the impact that this tax shift will have on your community, and what it will cost to fight the steady stream of big box and Walgreens tax appeals that have begun throughout the state.

(continued)

Every city and village is different and we do not presume to know what is a reasonable amount for you to contribute. We are hoping that every community will consider \$1,200 to be a minimum contribution to this important effort. Please make out checks to League of Wisconsin Municipalities-Dark Store Elimination. Checks can be mailed to the League at 131 West Wilson Street, Suite 505, Madison, WI 53703.

Thank you for stepping up to protect Wisconsin taxpayers.

Sincerely,



Jerry Deschane
Executive Director

P.S., if you want someone from the League to come to your community to discuss this further, don't hesitate to call me at 608-347-1792 or email jdeschane@lwm-info.org.

Contributions to League of Wisconsin Municipalities

Municipality	Contributing?	Amount
Village of Hobart	Yes	\$1,200.00
Village of Suamico	Discussing 8-20-18	
Village of Ashwaubenon	Yes	\$10,000.00
Village of Allouez	Yes	\$1,200.00
Village of Howard	Yes	\$2,000.00
Village of Bellevue	Voted against	
City of Green Bay	No	
City of Oshkosh	Yes	\$10,000.00
City of Shawano	Yes	\$1,000.00
City of Superior	Yes	\$5,000.00
City of Wausau	Yes	\$1,200.00
City of Monona	Yes	\$2,500.00

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Recommendation from the Finance/Personnel Committee to approve a General Fund Transfer of \$167,117 to Cable Access Fund to cover December 31, 2017 Deficit.

This was approved unanimously at the August 14th Finance/Personnel Committee Meeting.

ATTACHMENTS:

- CableFundTransfer-2018 (DOC)

To: Honorable Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee
From: Joe Zegers, Finance Director
RE: General Fund Transfer to Cable Fund of \$167,117
Date: August 9, 2018

The 2017 audit report indicated that the Cable Fund had a deficit fund balance of \$167,117 at December 31, 2017. The auditors indicated that it would be appropriate to clear the deficit through the use of a general fund transfer in 2018. This transfer would result in an adjusted unassigned general fund balance of \$5,957,007 as of 12/31/17 or 34.55% of the 2018 general fund budget keeping the City within our minimum fund balance policy of 25-35%. The deficit has occurred over the last five years and is primarily due to decreased franchise fee collections as well as increased expenditures in salary/wages and related fringes over that time. Adjustments have already been made in the 2018 budget and we will review the Cable Fund's 2018 activity during the 2019 budget process to assure that the fund's results are balanced for the future.

I would recommend approval of the transfer. Feel free to call or email me with any questions you may have and I will be present as well for the August 14th, 2018 meeting.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Recommendation from Finance/Personnel Committee to Approve
Municipal Court Request for \$760.36 Transfer from Unassigned
Reserves for Replacement of Video Camera in Judge's Chambers.

This item was passed by the Finance/Personnel Committee at its August 14, 2018 meeting by a vote of 5-0.

ATTACHMENTS:

- Municipal Court request (PDF)

DE PERE/LEDGEVIEW MUNICIPAL COURT



REQUEST FOR FINANCE/ PERSONNEL COMMITTEE

MEETING DATE: August 14, 2018

DEPARTMENT: Municipal Court

FROM: Judge David Matyas/ Court Clerk Vickie Lambert VL DQM

RE: Request of funds to replace video camera in Judge's chamber *

Due to the fact the video camera in the Judge's chambers has totally become dysfunctional, a replacement is necessary.

When an individual is arrested on a De Pere warrant they are brought to the Brown County Jail. They must now either post the bond on the warrant or appear before the Judge.

In the past the De Pere Police Department went to the Brown County Jail to retrieve the prisoner and bring them before the Judge and then return them to the Jail. This had a significant cost to the Police Department for their Officer's time and fuel and wear and tear on the squad car.

The original camera was bought by Police Department to bring down their operating costs.

The original cost for the camera to be up and running is \$1760.36 (See attached estimate)

The Municipal Court would pay \$500 that is left in their capital account and the Police Department has generously given the court \$500 towards this project.

The balance needed to be approved is \$760.36.

For next year the Court is budgeting to replace the camera at the jail by the advice of the IT Administrator Steve Massey.

The Court is asking for you to approve the \$760.36 funding available as soon as possible.



Quote # 1BVWDVX

Edit

Description: POLYCOM REALPRESENCE DEBU

Created Date: 07/24/18

Status: Open

Expiration Date: 10/27/18

Requested By: STEVE MASSEY

Customer Notes:

Ship to:

CITY OF DE PERE
ATTN: STEVE MASSEY
335 S BROADWAY
DE PERE, WI 54115-2593

Billed to:

CITY OF DE PERE
ATTN: ACCTS PAYABLE
335 S BROADWAY
DE PERE, WI 54115-2593
(920) 339-4050

Shipping method:

Drop Ship Ground

Payment method:

Select payment method during checkout.

Quote Summary

Subtotal \$1,760.36

US Tax \$0.00

Shipping \$0.00

Grand Total \$1,760.36

Tax may change if this quote is
amended by your account manager.

Product Details

Edit/Add

Item	Availability	Price	Quantity	Item Total
 Polycom RealPresence Debut - video conferencing device MFG Part: 7230-6088E-001 CDW Part: 4585516 UNSPSC: 45111902	In Stock Ships same day if ordered before 4pm CT	\$1,594.65 Pricing Option Applied: WCA SERVICES INCORPORATED	1	\$1,594.65
 POLYCOM 1YR TOTAL COVER RP DEBUT MFG Part: 4870-69725-160 CDW Part: 2979840 UNSPSC: N/A Electronic distribution - NO MEDIA	In Stock Ships same day if ordered before 4pm CT	\$165.71 Pricing Option Applied: WCA SERVICES INCORPORATED	1	\$165.71

This page was printed on 7/31/2018 2:30:58 PM.

Attachment: Municipal Court request (7310 : Recommendation from F/P to Approve \$760.36 from Unassigned Reserves for Camera in Judge's

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Recommendation from the Finance and Personnel Committee to approve the brand imagery for the Strategic Visioning and Branding Initiative.

At their meeting on August 14, 2018, the Finance and Personnel Committee voted 5-0 to approve the brand imagery for the Strategic Visioning and Branding Initiative.

ATTACHMENTS:

- depere_sparc_brand_visual_id_08.14.18 (PDF)

sparc, inc. + De Pere

Brand Visual Identity

Community Survey

The sparc team conducted an online community survey to obtain statistically valid, quantitative data to complement the qualitative information gathered in other previous stages of research and engagement.

Most specifically, this survey was structured to determine:

- ▶ Current image of De Pere.
- ▶ Current shopping/dining habits in De Pere and other communities.
- ▶ Barriers to greater use of De Pere shops/restaurants.
- ▶ Reaction to positioning statements and determination of which are strongest and have greatest resonance.

The results were gathered from December 20, 2017 to January 22, 2018, with the survey taking an average of 12 minutes for participants to complete.

In total, 1,611 completed surveys were returned. The make-up of respondents was 61% De Pere residents and 39% in nearby communities. The survey respondents from De Pere were demographically similar to De Pere residents (as reported in US census data), except that they skewed slightly higher in the 36-55 age group and slightly lower in the 66+ age group.

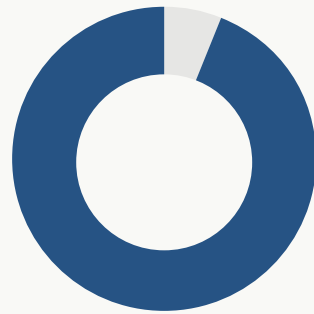
Community Survey

Quantitative Results



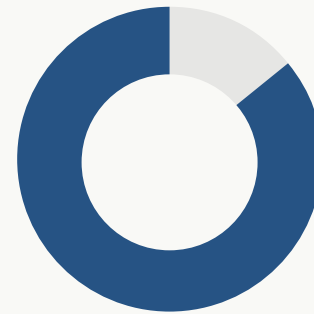
66%

*of De Pere residents
and Advocates give
their city a **"5" rating**
on a 5 point scale
(well above average
for a community)!*



94%

*of Advocates believe
De Pere is **an**
idyllic place to
raise a family!*



86%

*of Advocates believe
De Pere is **a city**
in a beautiful
natural setting!*

Community Research

Qualitative Process & What You Said

We talked to more than 20 residents — just out of college to retired, business owners — large companies and boutiques, the people who keep De Pere healthy and running smoothly — public health professionals and city employees, educators and the parents of their students.

The consistent take-away:

“I wouldn’t live anywhere else!”

They point to De Pere’s biggest assets:

- ▶ Great schools: public and private
- ▶ Charm of an old city: historic buildings and tree-lined streets
- ▶ The Fox River: parks and trails
- ▶ St. Norbert College: community-friendly events and resources
- ▶ Business friendliness: easy-to-work-with government and loyal customers

your DePere

Strategic Visioning & Branding for De Pere

De Pere Brand Architecture

DE PERE'S VISION

De Pere's unwavering focus on quality of life will set a national standard for a vibrant community.

DE PERE'S MISSION

De Pere will foster an engaged community spirit and encourage forward thinking to seize on opportunities for education, business, recreation, and culture – with steadfast support for the city's history and character.

THE BRAND PROMISE to external audiences

De Pere is the destination for anyone looking for exceptional opportunities offered by a business-friendly environment, great schools, respect for history, vibrant culture, and recreation – and new ideas.

THE BRAND PROMISE to internal audiences

De Pere will honor the community spirit, values, and appetite for new ideas that have made us a leader in education, recreation, culture, and a welcoming business climate.

THE BRAND PROMISE to internal audiences

De Pere will honor the community spirit, values, and appetite for new ideas that have made us a leader in education, recreation, culture, and a welcoming business climate.

POSITIONING in the marketplace / POINTS OF DIFFERENTIATION

By every important measure – education, culture, recreation, business climate, respect for history – De Pere is a true leader.

BRAND PERSONALITY

Genuine. Down to earth. Forward thinking. Rooted in strong values.

De Pere *Runs Deeper*

KEY MESSAGE #1

“City Hall makes it easy to do business here.”

PROOF POINT(S)

Stakeholder interviews and quantitative research from 2017

KEY MESSAGE #2

Uncommon level of focus on culture

PROOF POINT(S)

Cultural District Master Plan

KEY MESSAGE #3

High performing elementary, middle, and high schools

PROOF POINT(S)

WI Dept. of Public Instruction 2017 De Pere District Report Card
“Significantly Exceeds Expectations”

“A” grade from *Niche*
“Best School Districts in Wisconsin”

KEY MESSAGE #4

Great outdoor recreation and fishing

PROOF POINT(S)

“...the hottest walleye action I’ve seen in my 50- plus years of fishing.”
Wisconsin State Journal

“Preserve environmentally sensitive and historically significant areas.”
Comprehensive Outdoor Recreation Plan 2018-2023

There is a lot of excitement in our city and we have a great way of communicating that energy: our brand. In both words and visuals it helps us talk about what we all know — there is no better place to grow up, work, go to school and raise a family than De Pere. During the Strategic Brand and Visioning process that captured our brand, we touched virtually every corner of the community and we heard the same message over and over again: “I wouldn’t live anywhere else.”

We can all be proud of our city. Join me in celebrating the De Pere brand and spreading the word.

Mayor Michael Walsh

DE PERE



DE PERE



OUR KNIGHTS RUN DEEPER

KNIGHTS ON THE FOX



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A DEEPER UNDERSTANDING

BEAUTIFUL & ENGAGING
ST. NORBERT COLLEGE



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DIGGING DEEPER

THE DE PERE
FARMERS MARKET



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WALLEYE ACTION RUNS DEEPER

ON THE FOX IN AWARD-WINNING DE PERE

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LAZY RIVER

SUMMERTYME IN DE PERE

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SKY'S THE LIMIT- OPPORTUNITY

RUNS DEEPER IN WELCOMING DE PERE

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THE HOLIDAY SPIRIT RUNS DEEPER

IN FESTIVE DE PERE

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BREATHING IN DEEPER

WELLNESS IN DE PERE

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THOUGHTFULNESS RUNS DEEPER

CHILDREN AND INCLUSIVITY AT PLAY
IN VOYAGEUR PARK



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CHAMBER OF COMMERCE
DE PERE



DE PERE



DE PERE

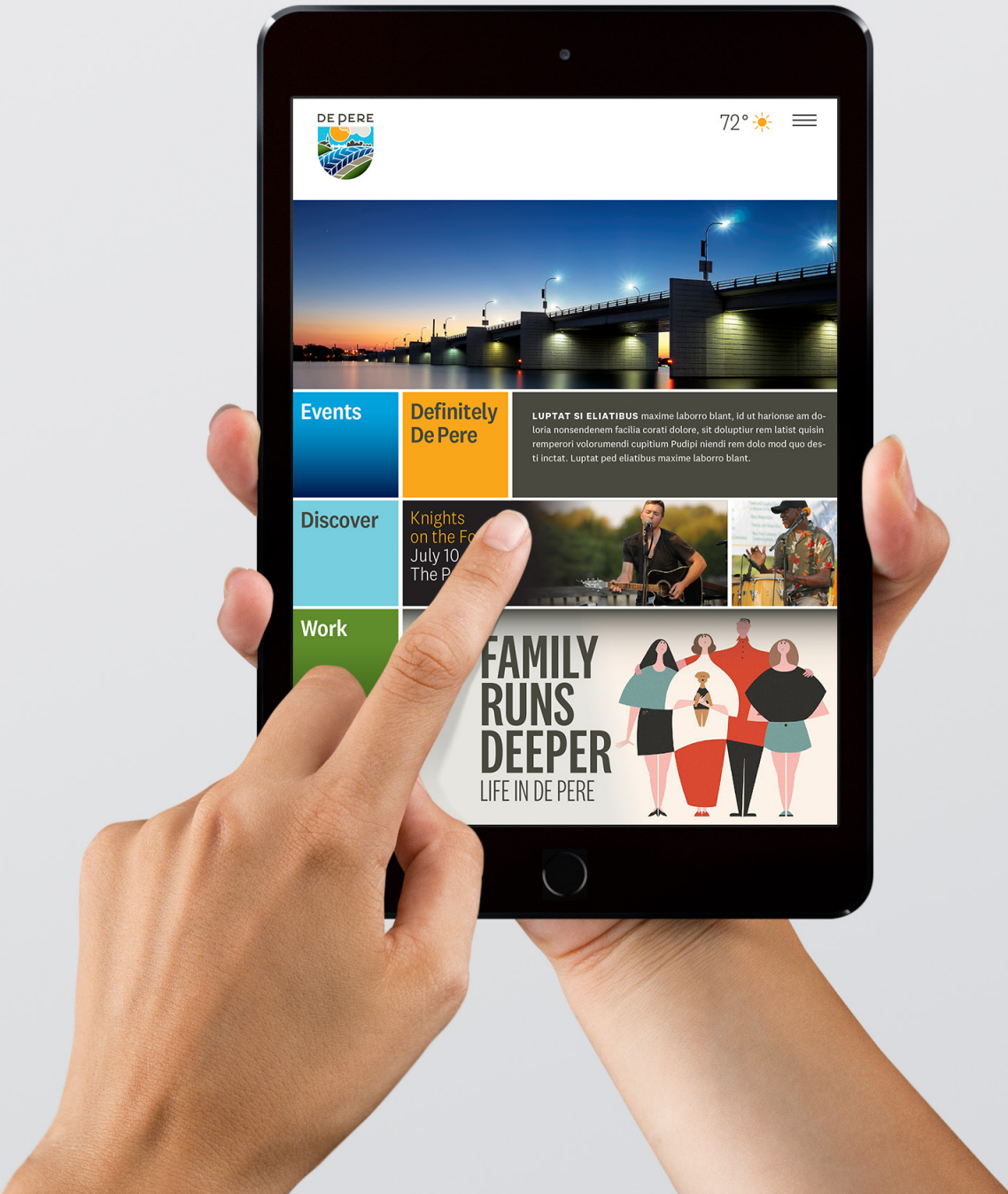


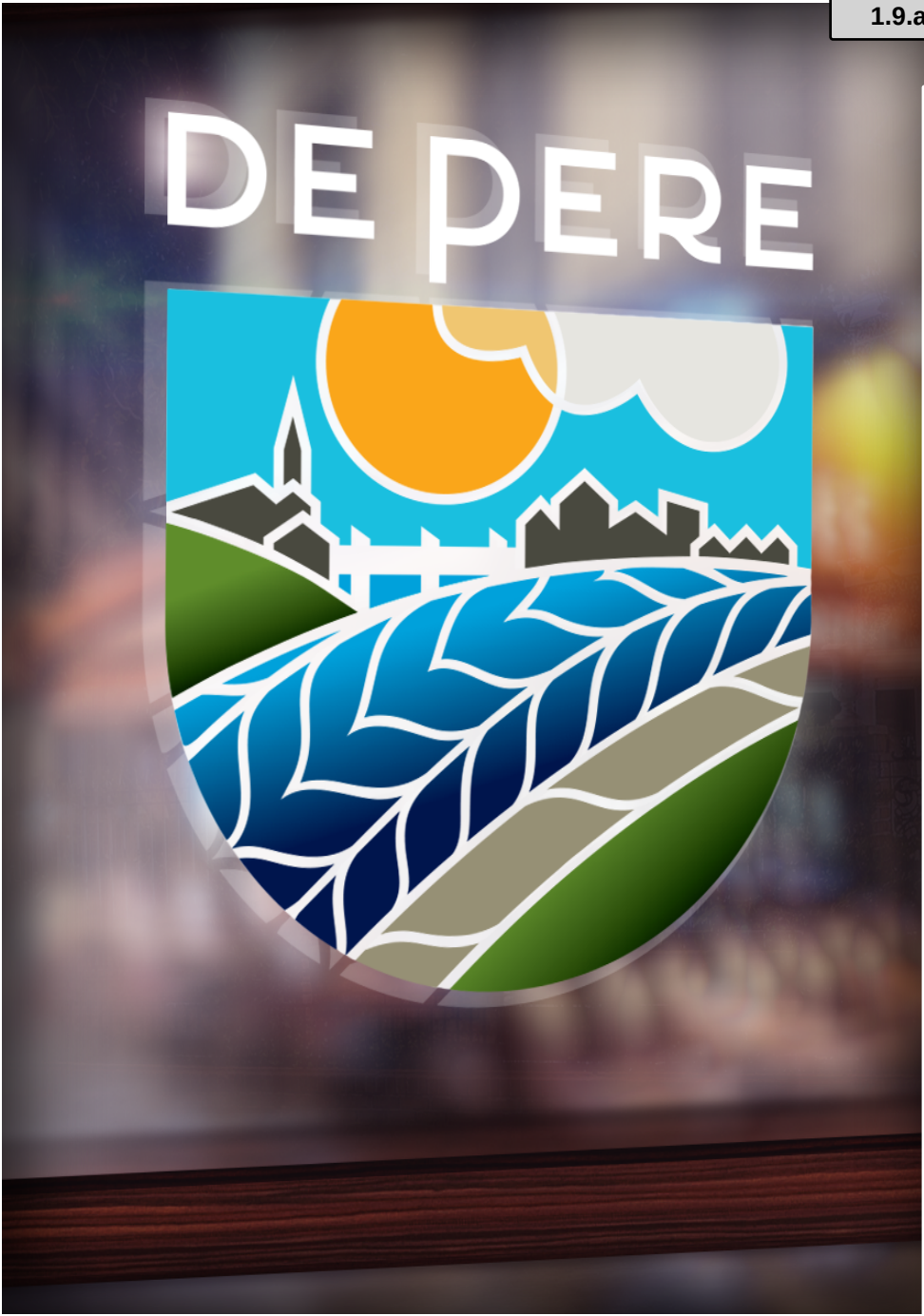
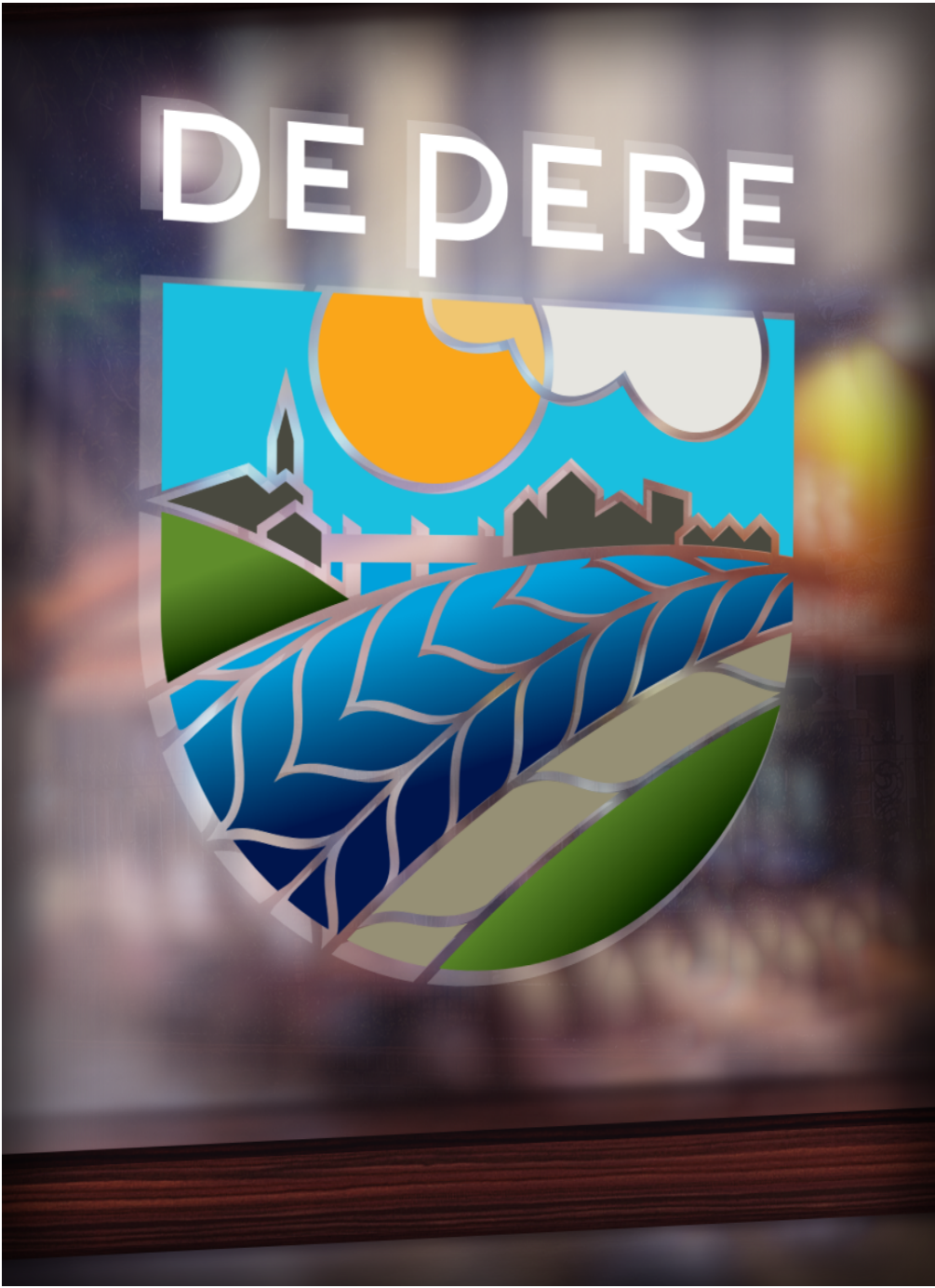
CHAMBER

Attachment: depere_sparc_brand_visual_id_08.14.18 (7306 : Recommendation from the Finance and



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DE PERE





*We can all be proud of our city.
Join me in celebrating the De Pere
brand and spreading the word.*

Mayor Michael Walsh

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Recommendation from the Finance and Personnel Committee to use unassigned reserves to purchase fonts for the Strategic Visioning & Branding Initiative

On August 21, 2018, by a vote of 5-0, the Finance and Personnel Committee recommended approving the request to purchase fonts for the Strategic Visioning and Branding Initiative.

ATTACHMENTS:

- FP Memo Font Purchase 8-2018 (DOCX)

City of De Pere MEMORANDUM



To: Finance & Personnel Committee
 From: Kimberly Flom, Economic Development & Planning Director
 Date: August 14, 208

RE: **Font Purchase for Strategic Visioning and Branding Initiative ***

The work of the Strategic Visioning and Branding Initiative is reaching completion. The brand imagery selected by the Steering Committee utilizes two font families recommended by the consultant team as detailed below. We request that these fonts be purchased in order to effectively implement the brand initiative.

Klim Type Foundry

National 2 Font Family (Regular, Narrow, Condensed and Compressed)

This is the sans serif font found in the ad headlines and body copy.

This is an extremely versatile set of fonts with a classic ease and modern sensibility.

The fonts may be viewed here: <https://klim.co.nz/retail-fonts/national-2/>

License for 3 desktop computers: Print/Desktop Fonts (64 fonts total): \$1,400

License for up to 20,000 monthly views: Web Fonts (64 fonts total): \$1,400

Total: \$2,800

Grilli Type

GT Sectra Font Family (Regular, Fine, Display)

This is the serif font used for the 3rd version of the visual ID logo.

This is an extremely versatile set of fonts that will provide excellent readability and character to the visual ID.

This font family is also an excellent complement to the visual brand and can be used in so many ways, not to mention as the body of official letters from the City and body copy within newsletters and other print publications. The fonts may be viewed here: <https://www.grillitype.com/typeface/gt-sectra>

License for 3 desktop computers: Print/Desktop Fonts (30 fonts total): \$1,350

License for up to 50,000 monthly views: Web Fonts (30 fonts total): included

Total: \$1,350

Funds for the font purchase were not included in the scope of the Strategic Visioning and Branding Initiative project. We request using **\$4,150** from unassigned reserves for the purchase of the fonts.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Recommendation from Finance and Personnel Committee to
Approve \$2,500 Donation from Walmart to Police Department for
Speed Sign on N Broadway

On behalf of the city, the police department has solicited grants and donations to fund a permanent speed detection warning sign for placement on North Broadway near Randall or Ridgeway similar to what is on the Claude Allouez Bridge. The Walmart Corporation has agreed to fund part of the sign in the amount of \$2,500. The total costs for a sign are about \$4,000. At the time of purchase the police department will come back to the council with more details about the sign, installation and the actual costs.

At the August 14, 2018 Finance and Personnel Committee meeting, the committee voted to approve the recommendation and to move it to the Common Council.

Please accept this donation. Thank you.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Consideration of Police Department Request to Approve Early Ordering of Replacement Police Vehicles

I am seeking permission to order replacement police vehicles ahead of the 2019 budget approval.

Each year the police department replaces worn out police squads. The current model, a 2018-19 Ford Police Utility Interceptor (an Explorer SUV), is going out of production at the end of 2018 with orders being cut off in the beginning of September 2018. The replacement vehicles, also called Police Utility Interceptors, have a different body style and will start manufacturing in the spring of 2019 for the 2019-20 model year. The cost of the new models are estimated by the manufacturer to be \$5,000 to \$8,000 more per vehicle due to significant changes including a new Hybrid model (which we may look at in the future). There are additional costs that include purchasing prisoner cages for the new model and other change-over costs that we currently do not incur.

In order to save about \$30,000 I am seeking permission to pre-order four (4) 2018-19 Ford Police Utility Interceptors (current model) before the September cut off date. The vehicles will not be delivered until after January 1, 2019 and no payments will be made until the vehicles are delivered. The budget process can proceed as normal and the costs put in the police capital account. No money will be exchanged in 2018, only a pre-order of current model police squads.

Thank you for your consideration on this matter. Please contact me if you any questions about this request.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation of the Board of Public Works to Reject the Bid for Project 18-24 City Hall Ramp Masonry Repair.

The Board of Public Works at the August 13, 2018 meeting unanimously voted to reject the bid for Project 18-24 City Hall Ramp Masonry Repair.

Background/Summary

The Engineering Department received bids for Project 18-24 City Hall Ramp Masonry Repair on June 28, 2018.

The project involves repairing approximately 120 square feet of vertical face concrete on the City Hall front entrance ramp.

Bidder	Amount
American Pavement Solutions, Inc.	\$29,360.00

Recommendation

This project was intended to take place simultaneously with Project 18-23 to fabricate and install a new hand railing after repairs were made to the concrete ramp. No bids were received for the hand railing, making this project unfeasible. Additionally, the concrete repair bid amount of \$29,360 was over three times more than initial estimates.

ATTACHMENTS:

- 18-24 Bid Tab(PDF)

**PROJECT 18-24 CITY HALL RAMP MASONRY REPAIR
BID TAB**

				BIDDER NO. 1	
				AMERICAN PAVEMENT SOLUTIONS, INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID
SC-01	City Hall Ramp Masonry Repair	LS	1	\$29,360.00	\$ 29,360.00
TOTALS					\$ 29,360.00

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor License for Ray Ray LLC (DBA Artless Bastard), 353 Main Av Suite A. Submitted by Ray Ray LLC, Agent: Timothy J. Jelinski, De Pere, WI.

ATTACHMENTS:

- Artless Bastard_7-3-18 (PDF)
- Artless Bastard_7-3-18_Correspondence (PDF)
- License Memo Recreation Premises (PDF)

Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning July 5 20 18 ;
ending June 30 20 19 ;TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City ofCounty of BROWN Aldermanic Dist. No. _____ (if required by ordinance)

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☒ LIMITED LIABILITY COMPANY
☐ CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): RAY RAY LLC dba artlessbastard

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name (Last, First, M.I.)	Home Address	Post Office & Zip Code
President/Member	<u>Sole member</u>	<u>JELINSKI, Timothy J.</u>	<u>De Pere 54115</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>Timothy J Jelinski</u>		
Directors/Managers			

3. Trade Name artlessbastard Business Phone Number 920-370-5221

4. Address of Premises 353 MAIN AVE, SUITE A, De Pere 54115 Post Office & Zip Code De Pere 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Completed June 2018 ☐ Yes ☒ No

6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No

7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No

8. (a) Corporate/limited liability company applicants only: Insert state WI and date 01-2018 of registration. ☐ Yes ☒ No

- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No

- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) ART Gallery, one large open space, one floor, one big

10. Legal description (omit if street address is given above): STORAGE ROOM, BASEMENT

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No

- (b) If yes, under what name was license issued? GREEN ROOM THEATRE LLC

12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No

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

14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 11th day of June, 20 18

Carey Don
(Clerk/Notary Public)

My commission expires 4-30-21

[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>6-11-18</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



www.artlessBastard.com
353 Main Ave, Suite A
DePere, WI 54115

June 20, 2018

Carey Danen
City of DePere
335 S Broadway
De Pere, WI 54115

Dear Carey,

Thank you for the information you've provided thus far in regards to obtaining a Class B license for our art gallery, artlessBastard, located at 353 Main Ave in DePere. Since I will be overseas during the July 3rd mtg date, I wanted to take a moment and share my background, why we are seeking the license, etc.

MY BACKGROUND:

My entire career before moving to DePere has been in the bar and restaurant industry. After many years of managing bars in the twin cities area, my family moved to McGregor, MN where I owned and operated my own bar & restaurant (Growlers on Lake Minnewawa) for a decade. Over the years, I've taken the responsibility and legality of serving alcohol seriously and have attended countless 'safe-serve' certification classes, including several by Bob Pomplun, a well-respected Alcohol-Awareness/Safety trainer who educates bar-owners and staff nationwide. Since my livelihood has always demanded I do things 'by the book' and use good judgment, I take all alcohol sales seriously and have earned the respect of past employers and my peers as someone who does not take unnecessary risks.

WHY WE ARE SEEKING THE CLASS B LICENSE AT OUR GALLERY:

1. Since opening, we've had to turn down several requests by local organizations to rent our space (and hire our team) for charitable fund-raisers, private corporate functions, etc because we were unable to offer them the chance to serve wine or beer. Being able to offer a licensed bartender and to legally serve beer/wine would greatly help our business succeed.
2. The public is accustomed to being able to have a class of wine or beer at artist-receptions. When we moved to Wisconsin, we quickly learned that many galleries are doing it, but NOT legally. So, everyone expects it since they are accustomed to it elsewhere, but no guests are concerned about the legality of it... and we refuse to break the rules and do this without the proper licensing. Also, we've had several customers say they are going down the street to find a drink somewhere while they think about their art purchase, and then they don't come back. We believe the ability to offer them a glass of wine while they review the art will greatly increase art-sales and help us stay in business.
3. We'd like to offer some evening classes similar to the 'Paint and Sip' events held in other communities. Our space is perfect for someone wanting to take an art class, but attendance will increase greatly if they can have an adult beverage along with their art-class.
4. This license will lead to immediate job-creation. If we secure this license, we will be increasing our business hours, our staff for special events, hiring local artists to teach the evening classes (while I serve the guests beverages, myself), hiring a local cleaner, and we'll need to hire waitresses for the private functions / fund-raisers that are held in our space when someone 'rents' it for the evening, etc.

Thank you for your consideration. I'll return from overseas by July 7 and can attend any future meetings if requested.

Timothy Jelinski
artlessBastard
920-370-5221
tim@artlessBastard.com

CITY OF DE PERE

MEMO

To: Alderperson James Boyd, License Committee Chair
License Committee Members
From: Kate Zuidmulder, Staff Attorney
Judy Schmidt-Lehman, City Attorney
RE: License Applicant for Art Gallery
Date: August 7, 2018 (meeting date)

The City has received an application for Class B Combination (includes a “Class B” Intoxicating Liquor and a Class “B” Fermented Malt Beverage) liquor license for what has been described as an “Art Gallery.” State law¹ limits the types of businesses that can be operated in conjunction with selling beer for on-premise consumption (a Class “B” (beer) license). A “Class B” Intoxicating Liquor license may only be issued in conjunction with a Class “B” Beer license.²

Exceptions in state law to the rule prohibiting certain businesses are:

- hotel;
- restaurant;
- combination grocery store and tavern;
- combination sporting goods store and tavern;
- combination novelty store and tavern;
- bowling alley or recreation premises;
- club, society or lodge;
- movie theater; and
- painting studio³

In order for an art gallery to fall within the above exceptions, it would have to fit within the category of a “recreation premise.” Unfortunately, state statute does not define “recreation premise.”

An interpretation of the language of Wis. Stats. §125.32(3m)(i) would likely conclude that, when written, an art gallery was not intended to be included under the “recreation premise” exception.⁴ However, this specific issue appears not to have not been decided by a Wisconsin court. As such, since state law specifically allows municipalities to adopt

¹ Wis. Stats. §125.32(3m)(i)

² Wis. Stats. §125.51(3)(f)

³ Wis. Stats. §125.02(11m) defines painting studio as “...an establishment that is primarily engaged in the business of providing to customers instruction in the art of painting and that offers customers the opportunity to purchase food and beverages for consumption while they paint.”

⁴ Under standard rules of statutory construction, one rule instructs that the inclusion of one definition of “painting studio” in the statute would preclude interpreting that statute to include other definitions of that phrase. Another rule provides that where two or more subjects are included in the same phrase (i.e., “bowling alley or recreation premise”), the generic subject (recreation premise) is to be interpreted to be similar to the specific subject (bowling alley). Under this rule, a “recreation premise” would be interpreted to include sporting activities similar to bowling. Finally, another rule avoids interpretations that would allow the “exception to swallow the rule.”

“... additional regulations...not in conflict with this chapter,”⁵ the City arguably could consider enacting an ordinance incorporating the provisions of Wis. Stats. §125.32(3m)(i), including a definition of “recreation premise” that would consider an “art gallery” such a premise. The Village of Menomonee Falls has taken that approach. See attached.

If the Committee is interested in recommending to the Council that an ordinance be drafted to define ‘recreational premises’ locally for purposes of an exception to Wis. Stats. §125.32(3m)(i), we would suggest the following definitions for consideration:

- (a) Recreational premises means a premise in which an organized and regularly conducted recreational activity takes place.
- (b) Recreational activity means an activity primarily offered and undertaken for the purpose of exercise, relaxation, culture or education; including practice or instruction in any such activity.

Please let us know if you have any questions or concerns in advance of the August 7, 2018 License Committee meeting.

Attachment

J:\Law\Memos\2018\License Committee-Class B License for Art Gallery.docx

⁵ Wis. Stats. §125.10(1)

Village of Menomonie Falls Code of Ordinances

Chapter 6 – Alcohol Beverages

Sec. 6-1. - Definitions.

The definitions in Wis. Stats. ch. 125 apply to this chapter. In addition, 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:

Immediate supervisor means the person supervising must be able to see at all times the activities of those persons serving alcohol beverages. It is not enough for the person supervising merely to be on the premises.

Recreation premises means a premises in which an organized and regularly conducted recreational activity takes place.

Recreational activity means an activity offered and undertaken for the purpose of exercise, relaxation, culture, diversion or education; including practice or instruction in any such activity.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor License for McLanes Bowl LLC (DBA The Fox y Moo), 132 S. Broadway. Submitted by McLanes Bowl LLC, Agent: Bryan J. Kaster, Green Bay, WI.

This application is for the bowling alley and front bar space.

ATTACHMENTS:

- McLanes Bowl LLC_8-21-18 (PDF)

Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning July 1st 20 18 ;
ending June 30th 20 18

TO THE GOVERNING BODY of the: ☐ Town of }
☐ Village of } De Pere
☒ City of }

County of Brown Aldermanic Dist. No. _____ (if required by ordinance)

1. The named ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation / Nonprofit Organization

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Kaster, Bryan Joseph
McLanes Bowl LLC DBA the Fox y Moo

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name (Last, First, M.I.)	Home Address	Post Office & Zip Code
President/Member	Manager	Kaster, Bryan J.	1234 Delray Drive, Green Bay WI
Vice President/Member			Green Bay, 54304
Secretary/Member			
Treasurer/Member			
Agent	Kaster, Bryan J		
Directors/Managers			

3. Trade Name the Fox y Moo Business Phone Number 920-406-0242
4. Address of Premises 132 South Broadway St. De Pere, WI 54115 Post Office & Zip Code De Pere, 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☐ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 07/23/2018 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
- (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 6 Lane Bowling Alley, Front Bar, Lower Level Coolers, Storage, Office, -
10. Legal description (omit if street address is given above): - excludes single 2nd floor res. apt.
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☒ No
- (b) If yes, under what name was license issued? Teekae Enterprises Inc. of WI, DBA Tim Karl's Century Lanes, and Safehouze
12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277]. ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

(Officer, or Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>8-1-18</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

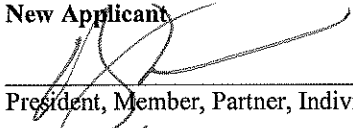
SURRENDER OF LICENSE **Part I**

Legal/Real Name of Current Licensee: TEEKAE ENTERPRISES INC OF WI
 Premises Address: 132 SOUTH BROADWAY, DE PERE WI 54115
 Trade Name: TIM KARL'S CENTURY LANES

This is to advise that the undersigned is surrendering the following license(s)
 Combination "Class B" Beer & Liquor
 Class "B" Beer
 Class "A" Beer and/or "Class A" Liquor (circle which apply)
 Wholesale Beer
 "Class C" Wine

to: KASTER, BRYAN ; MCLANES BOWL LLC DBA THE FOX Y MOO
 Insert Legal/Real name of Proposed Licensee and Trade Name)

And understand that said license(s) will be cancelled upon the Common Council's granting of a license to the applicant named herein.

New Applicant


 President, Member, Partner, Individual
Manager

 Secretary, Member, Partner

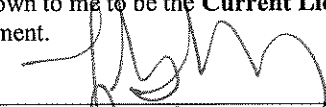
Current Licensee


 President, Member, Partner, Individual
Officer - VP-Secretary

 Secretary, Member, Partner

State of Wisconsin)
) ss.
 County of Brown

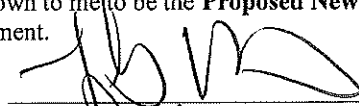
On the 27th day of July, 2018, personally came before me
Lori Ann Karl, Secretary - VP, known to me to be the person(s) who
 executed the foregoing Surrender of License, and known to me to be the **Current Licensee** and
 acknowledged that s/he executed the foregoing document.



 Notary Public
 Brown County, Wisconsin
 My Commission expires: is permanent.

State of Wisconsin)
) ss.
 County of Brown

On the 30th day of July, 2018, personally came before me
Bryan Kaster, known to me to be the person(s) who
 executed the foregoing Surrender of License, and known to me to be the **Proposed New Applicant** and
 acknowledged that s/he executed the foregoing document.



 Notary Public
 Brown County, Wisconsin
 My Commission expires: is permanent.

Attachment: McLanes Bowl LLC 8-21-18 (7304 : Application for a Class "B"/"Class B" McLanes Bowl)

SURRENDER OF LICENSE
Part II

JULY 27, 2018

Date

City of De Pere Clerk
335 S. Broadway St.
De Pere, WI 54115

This is to notify you that I am the owner of the building located at

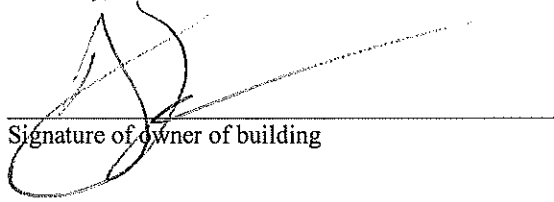
132 SOUTH BROADWAY, DE PERE WI 54115, De Pere, Wisconsin.

I have entered into a lease for the above property effective JULY 27, 2018 with

MCLANES BOWL LLC DBA THE FOX Y MOO, (Strike sentence if not applicable).

Further, this letter is to document that said owner or tenant has control of the premises, and may apply for the necessary beer and/or liquor licenses for said location.

Sincerely,


Signature of owner of building

Printed name of owner: GEORGE STREET STATION LLC, KASTER BRYAN MGR

Home address of owner: 745 ONTARIO ROAD, STE 1, GREEN BAY WI 54311

Daytime phone number of owner: 920-406-0242

Attachment: McLanes Bowl LLC 8-21-18 (7304 : Application for a Class "B"/"Class B" McLanes Bowl)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor License for McLanes Bowl LLC (DBA The Fox y Moo), 132 S. Broadway. Submitted by McLanes Bowl LLC, Agent: Bryan J. Kaster, Green Bay, WI.

This application is for the rear dance bar space.

ATTACHMENTS:

- McLanes Bowl LLC 2nd Application_8-21-18 (PDF)

Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

For the license period beginning July 1st 20 18 ;
ending June 30th 20 18

TO THE GOVERNING BODY of the: ☐ Town of } De Pere
☐ Village of }
☒ City of }

County of Brown Aldermanic Dist. No. _____ (if required by ordinance)

1. The named ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation / Nonprofit Organization

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Kaster, Bryan Joseph
McLanes Bowl LLC DBA the Fox y Moo

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name (Last, First, M.I.)	Home Address	Post Office & Zip Code
President/Member	Manager	Kaster, Bryan J.	1234 Delray Drive, Green Bay WI
Vice President/Member			Green Bay, 54304
Secretary/Member			
Treasurer/Member			
Agent	Kaster, Bryan J		
Directors/Managers			

3. Trade Name the Fox y Moo Business Phone Number 920-406-0242
4. Address of Premises 132 South Broadway St. De Pere, WI 54115 Post Office & Zip Code De Pere, 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☐ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 07/23/2018 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Rear Dance Bar, Lower Level Coolers, Storage, Office, -
10. Legal description (omit if street address is given above): - excludes single 2nd floor res. apt.
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☒ No
(b) If yes, under what name was license issued? Teekae Enterprises Inc. of WI, DBA Tim Karl's Century Lanes, and Safehouze
12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277]. ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>8-1-18</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

SURRENDER OF LICENSE

Part I

Legal/Real Name of Current Licensee: TEEKAE ENTERPRISES INC OF WIPremises Address: 132 SOUTH BROADWAY, DE PERE WI 54115Trade Name: TIM KARL'S CENTURY LANES II (the back bar)

This is to advise that the undersigned is surrendering the following license(s)

Combination "Class B" Beer & Liquor

Class "B" Beer

Class "A" Beer and/or "Class A" Liquor

(circle which apply)

Wholesale Beer

"Class C" Wine

to: KASTER, BRYAN ; MCLANES BOWL LLC DBA THE FOX Y MOO

Insert Legal/Real name of Proposed Licensee and Trade Name)

And understand that said license(s) will be cancelled upon the Common Council's granting of a license to the applicant named herein.

New Applicant

[Signature]
President, Member, Partner, IndividualManager
Secretary, Member, Partner

Current Licensee

[Signature]
President, Member, Partner, IndividualOfficer - VP - Secretary
Secretary, Member, Partner

State of Wisconsin)

) ss.

County of Brown

On the 17th day of July, 2018, personally came before me
Lori Ann Karl, VP-Secretary, known to me to be the person(s) who
executed the foregoing Surrender of License, and known to me to be the **Current Licensee** and
acknowledged that s/he executed the foregoing document.[Signature]
Notary PublicLawrence E. Vesely
Brown County, WisconsinMy Commission expires: is permanent

State of Wisconsin)

) ss.

County of Brown

On the 30th day of July, 2018, personally came before me
Bryan Kaster, known to me to be the person(s) who
executed the foregoing Surrender of License, and known to me to be the **Proposed New Applicant** and
acknowledged that s/he executed the foregoing document.[Signature]
Notary PublicLawrence E. Vesely
Brown County, WisconsinMy Commission expires: is permanent

Attachment: McLanes Bowl LLC 2nd Application_8-21-18 (7305 : Application for Class "B"/"Class B" McLanes Bowl - 2nd)

SURRENDER OF LICENSE
Part II

JULY 27, 2018

Date

City of De Pere Clerk
335 S. Broadway St.
De Pere, WI 54115

This is to notify you that I am the owner of the building located at

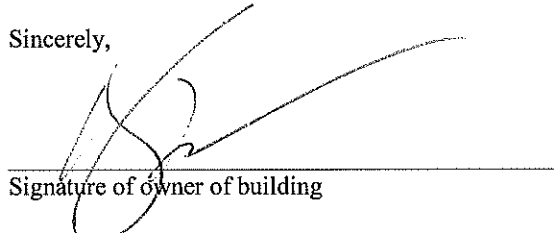
132 SOUTH BROADWAY, DE PERE WI 54115, De Pere, Wisconsin.

I have entered into a lease for the above property effective JULY 27, 2018 with

MCLANES BOWL LLC DBA THE FOX Y MOO, (Strike sentence if not applicable).

Further, this letter is to document that said owner or tenant has control of the premises, and may apply for the necessary beer and/or liquor licenses for said location.

Sincerely,



Signature of owner of building

Printed name of owner: GEORGE STREET STATION LLC, KASTER BRYAN MGR

Home address of owner: 745 ONTARIO ROAD, STE 1, GREEN BAY WI 54311

Daytime phone number of owner: 920-406-0242

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from Board of Park Commissioners to Revisit the Decision Related to VFW and Legion Pools.

The Board of Park Commissioners, at the August 16, 2018 meeting, recommended that Common Council revisit their decision related to VFW and Legion pools. The motion passed unanimously with a 5-0 vote.

The Park Board has been asked by the City Council to provide an update and recommendation to the City Council regarding the Save the Legion Pool presentation.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #18-75 Rescinding Prior Council Action Pertaining to Replacing VFW and Legion Pools (Requested by Alderperson Lueck).

Ald. Lueck requested that this item be placed on the August 21, 2018 Council agenda.

ATTACHMENTS:

- Reso18-75 (DOCX)
- Memo on rescission and referendum (PDF)

RESOLUTION #18-75
RESCINDING PRIOR COUNCIL ACTION PERTAINING TO
REPLACING VFW AND LEGION POOLS

WHEREAS, The City provides two (2) public pools for its residents and visitors, located at VFW Park (built in 1957) and Legion Park (built in 1961); and

WHEREAS, due to the deteriorating condition of both pools, the Board of Park Commissioners (“Park Board”) and Common Council (“Council”) began studying options and obtaining public input for replacement of one or both pools in 2014; and

WHEREAS, on November 15, 2016, the Council unanimously approved the Park Board recommendation to replace the two existing pools with one aquatic center, with the location to be determined at a later date; and

WHEREAS, after continued study and public input, the Council unanimously approved the Park Board recommendation to locate the future aquatic center at VFW Park on March 21, 2017; and

WHEREAS, the Council wishes to obtain additional input from city residents in the form of a binding referendum which, if approved, may bind the Council to act in a manner contrary to its previous actions, requiring the Council therefore to rescind those prior actions.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby rescinds the following actions:

1. The November 15, 2016 approval of the Park Board recommendation to replace the two existing pools with one aquatic center with the location to be determined at a future time.
2. The March 21, 2017 approval of the Park Board recommendation to place the aquatic center at VFW Park.

Resolution #18-75
Page 2 of 2

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 21st day of August, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso18-75 (7300 : Resolution #18-75 Rescinding Prior Council Action Pertaining to Replacing VFW and Legion Pools)

MEMORANDUM

To: James Boyd, Dan Carpenter, Scott Crevier, Jonathon Hansen, Ryan Jennings, Casey Nelson, Dean Raasch

Fr: Larry Lueck

Re: Agenda items – rescission of previous decisions, binding referendum

Date: August 15, 2018

I put together this memo to help explain why these items are on the agenda for our August 21, 2018, Common Council meeting and hopefully answer some of the questions you may have about these items. If you have other questions, please do not hesitate to reach out to James or me before Tuesday's Council meeting.

Over the last couple of weeks, Alderperson Boyd and I have had numerous discussions about the aquatic center and Legion Pool. We still firmly believe that, based on the information we had available to us at the time, we made the right decision. However, we now feel some of the information has changed and other options for addressing the problem have emerged. The discussion groups we held last week Wednesday and Thursday were very beneficial and allowed us to talk about some potential solutions and hear about others. That led to more discussions and a decision to ask the rest of the Council to support rescinding our previous decisions and putting the issue to the voters in the form of a binding referendum to appear on the November ballot.

We would appreciate your support for both of the agenda items.

Why do we have to rescind our previous decisions?

A referendum, whether initiated by the Common Council or by citizens through a direct petition, cannot undo a previous Council decision. Therefore, we must first rescind our previous decisions in order to have a binding referendum on November's ballot.

Why do the referendum in November?

Timing. We have an opportunity now to get input from a significant number of residents. Unless we wait two more years, which we cannot afford to do, the upcoming November election is the best opportunity available to us. The voter turnout numbers show why it is important to do this now versus in April.

November 2014	64%	April 2015	20%
November 2016	76%	April 2017	13%

As you can see, there is a stark difference in voter turnout in November compared to April. With roughly 13,500 registered voters in our city, the question is whether we want input from 8,000-10,000 residents or 1,700-2,700. The next November election is not until 2020. This decision cannot wait until that election.

What is the timeframe we are under?

In order to get a referendum question on the November ballot, we need to have the question to the county by August 28. Unfortunately, that does not leave us a lot of time.

Why a binding referendum and not an advisory one?

The biggest reason is timing. If we rescind our decision, we are essentially starting over. The pools at VFW and Legion are now years older than when we first started looking at this issue and they continue to age while we discuss the matter. If we go to an advisory referendum, it will delay our decision and delay the process of getting the facilities updated even longer. Construction costs will continue to go up so the longer the delay the more an eventual decision will cost us. We also continue to flirt with the very real possibility that one, or both, of the pools suffers a major problem that permanently shuts it down. A binding referendum, if it passes, moves the process forward. We need certainty so we can move forward.

The other big reason is an advisory referendum is essentially a survey. We are all aware of the issues that come with a survey. The questions tend to be biased, either intentionally or unintentionally, towards an answer. It is difficult to get all of the necessary information to the voters to ensure they are fully educated on, and fully understand, each option. It is next to impossible to list all of the possible options that should be presented to the voters and, if you do list all of the options, there may be “choice overload” for voters. In addition, you cannot ask voters to rank the options; they can only select “yes” or “no.” Finally, you run the risk of not getting useful results, conflicting interpretations of what the results mean, or misunderstanding the results. For example, say you are able to get it down to three understandable options. What happens if the results are identical (33.3% vote for each option) or nearly identical (say, 35%, 34%, 31%)? What have we truly learned from those results?

Does a binding referendum restrict what we can do or require us to do certain things?

The referendum question was written to comply with state law and to give us the most flexibility possible. The biggest thing to know is that it allows us to exceed the levy limit up to \$900,000 each year but it does not require us to do so. There are a number of worthwhile suggestions we received and thought of that we would like the city to pursue. We also can continue to look at other sources of funding to help offset the cost of building two new aquatic facilities. Which leads to the next important point. It is intentionally listed as “aquatic facilities” in the question to give us the greatest flexibility in determining what we want. The only real requirement contained in the referendum question is that the aquatic facilities will go at VFW Park and Legion Park. Other than that, we have the flexibility to come up with the best plan for moving forward and achieving our goals.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #18-76 Authorizing and Directing Referendum Question for Increase in Tax Levy (requested by Alderperson Lueck).**Only to be taken up if Resolution #18-75 passes**

Ald. Lueck requested that this item be placed on the August 21, 2018 Council agenda.

ATTACHMENTS:

- Reso18-76 (DOC)
- Memo on rescission and referendum (PDF)

RESOLUTION #18-76

AUTHORIZING AND DIRECTING REFERENDUM QUESTION
FOR INCREASE IN TAX LEVY

WHEREAS, §66.0602 Wis. Stats. limits local levy percentage increase to no more than the greater of (a) 0% of the last year local levy or (b) a percentage equal to the percentage change in equalized value due to new construction less improvements removed, together with other state required adjustments which, for the 2018 levy (collected in 2019) in the City of De Pere is 0.23%*; and

WHEREAS, due to such levy limits, the 2018 City of De Pere levy will fall short in construction and operating revenue necessary to perform City services relating to water recreation activities to which citizens have become accustomed; and

WHEREAS, the City Council is further interested in knowing from the electorate whether residents wish to raise the tax levy above said net new construction percentage to construct and operate aquatic facilities at both VFW Park and Legion Park in the City;

WHEREAS, the City of De Pere levy was \$12,201,160.00 for the tax levy in 2017 (collected in 2018); and further the state levy limit of .23%* would limit the total levy increase to \$27,218.00 *for a total allowable City tax levy of \$12,228,378.00*for the tax levy in 2018.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DE PERE AS FOLLOWS:

1. The Common Council directs that the following question be submitted for referendum pursuant to Wis. Stats. §66.0602:

Under state law, the increase in the levy of the City of De Pere for the tax to be imposed for the next fiscal year, 2019, is limited to .23%* which results in a levy of \$12,228,378.00*. Shall the City of De Pere be allowed to exceed this limit and increase the levy for the next fiscal year, 2019, and on an ongoing basis, for improving and transforming the pools located at VFW Park and at Legion Park into aquatic facilities and for operating those aquatic facilities, by a total of \$900,000.00, which results in a levy of \$13,128,378.00*? A “YES” vote allows the Common

Resolution #18-76

Page 2 of 2

Council to exceed the State imposed levy limits for improving and transforming the pools located at VFW Park and at Legion Park into aquatic facilities and for operating those aquatic facilities. A “NO” vote does not allow the Common Council to exceed the State imposed levy limits for improving and transforming the pools located at VFW Park and at Legion Park into aquatic facilities and for operating those aquatic facilities.

*subject to state required adjustments

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of August, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

MEMORANDUM

To: James Boyd, Dan Carpenter, Scott Crevier, Jonathon Hansen, Ryan Jennings, Casey Nelson, Dean Raasch

Fr: Larry Lueck

Re: Agenda items – rescission of previous decisions, binding referendum

Date: August 15, 2018

I put together this memo to help explain why these items are on the agenda for our August 21, 2018, Common Council meeting and hopefully answer some of the questions you may have about these items. If you have other questions, please do not hesitate to reach out to James or me before Tuesday's Council meeting.

Over the last couple of weeks, Alderperson Boyd and I have had numerous discussions about the aquatic center and Legion Pool. We still firmly believe that, based on the information we had available to us at the time, we made the right decision. However, we now feel some of the information has changed and other options for addressing the problem have emerged. The discussion groups we held last week Wednesday and Thursday were very beneficial and allowed us to talk about some potential solutions and hear about others. That led to more discussions and a decision to ask the rest of the Council to support rescinding our previous decisions and putting the issue to the voters in the form of a binding referendum to appear on the November ballot.

We would appreciate your support for both of the agenda items.

Why do we have to rescind our previous decisions?

A referendum, whether initiated by the Common Council or by citizens through a direct petition, cannot undo a previous Council decision. Therefore, we must first rescind our previous decisions in order to have a binding referendum on November's ballot.

Why do the referendum in November?

Timing. We have an opportunity now to get input from a significant number of residents. Unless we wait two more years, which we cannot afford to do, the upcoming November election is the best opportunity available to us. The voter turnout numbers show why it is important to do this now versus in April.

November 2014	64%	April 2015	20%
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As you can see, there is a stark difference in voter turnout in November compared to April. With roughly 13,500 registered voters in our city, the question is whether we want input from 8,000-10,000 residents or 1,700-2,700. The next November election is not until 2020. This decision cannot wait until that election.

What is the timeframe we are under?

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Why a binding referendum and not an advisory one?

The biggest reason is timing. If we rescind our decision, we are essentially starting over. The pools at VFW and Legion are now years older than when we first started looking at this issue and they continue to age while we discuss the matter. If we go to an advisory referendum, it will delay our decision and delay the process of getting the facilities updated even longer. Construction costs will continue to go up so the longer the delay the more an eventual decision will cost us. We also continue to flirt with the very real possibility that one, or both, of the pools suffers a major problem that permanently shuts it down. A binding referendum, if it passes, moves the process forward. We need certainty so we can move forward.

The other big reason is an advisory referendum is essentially a survey. We are all aware of the issues that come with a survey. The questions tend to be biased, either intentionally or unintentionally, towards an answer. It is difficult to get all of the necessary information to the voters to ensure they are fully educated on, and fully understand, each option. It is next to impossible to list all of the possible options that should be presented to the voters and, if you do list all of the options, there may be “choice overload” for voters. In addition, you cannot ask voters to rank the options; they can only select “yes” or “no.” Finally, you run the risk of not getting useful results, conflicting interpretations of what the results mean, or misunderstanding the results. For example, say you are able to get it down to three understandable options. What happens if the results are identical (33.3% vote for each option) or nearly identical (say, 35%, 34%, 31%)? What have we truly learned from those results?

Does a binding referendum restrict what we can do or require us to do certain things?

The referendum question was written to comply with state law and to give us the most flexibility possible. The biggest thing to know is that it allows us to exceed the levy limit up to \$900,000 each year but it does not require us to do so. There are a number of worthwhile suggestions we received and thought of that we would like the city to pursue. We also can continue to look at other sources of funding to help offset the cost of building two new aquatic facilities. Which leads to the next important point. It is intentionally listed as “aquatic facilities” in the question to give us the greatest flexibility in determining what we want. The only real requirement contained in the referendum question is that the aquatic facilities will go at VFW Park and Legion Park. Other than that, we have the flexibility to come up with the best plan for moving forward and achieving our goals.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Ordinance #18-16 Amending Section 7-2 De Pere Municipal Code by Providing for a Definition of Recreation Premises.

ATTACHMENTS:

- Ord18-16 (DOCX)

ORDINANCE #18-16

AMENDING SECTION 7-2 DE PERE MUNICIPAL CODE BY PROVIDING
FOR A DEFINITION OF RECREATION PREMISES

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

Section 1: Sec. 7-2(h) *Recreation premises*, is hereby created to read:

(h) *Recreation premise*. For purposes of Wis. Stats. §125.32(3m)(i), incorporated by reference under Sec. 7-1 of this Chapter, “recreation premises” means:

- (1) a premises in which an organized and regularly conducted recreational activity takes place.
- (2) Recreational activity means an activity primarily offered and undertaken for the purpose of exercise, relaxation, culture or education, including practice or instruction in any such activity.

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3: This ordinance shall take effect upon passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of August, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Committee Approval: August 21, 2018

Publication Date: _____

Effective Date: _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #18-17 Amending Section 106-2 De Pere Municipal Code Regarding Appeal/Review of License or Permit Denial and Suspension or Revocation of License.

In 2014 and 2015, the City Council approved many changes to Licensing requirements in Chapter 106 De Pere Municipal Code (DPMC). Once such change, which was approved by the Health Director/Officer at that time, was to designate the Council as the hearing body if an issued license was requested to be suspended/revoked or if a license application was denied and the applicant appealed the denial. Health Director/Officer Deborah Armbruster has requested an ordinance change to return hearing duties to the Board of Health due to the level of expertise on the Board in hearing those matters. Since there may be a hearing on a health department issued license in the near future, this matter has bypassed the Board of Health to streamline the process.

ATTACHMENTS:

- Ord18-17 (DOCX)

ORDINANCE #18-17

AMENDING SECTION 106-2 DE PERE MUNICIPAL CODE
REGARDING APPEAL/REVIEW OF LICENSE OR PERMIT DENIAL
AND SUSPENSION OR REVOCATION OF LICENSE

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, DO ORDAIN

AS FOLLOWS:

SECTION 1: Section 106-2(g)(2), *Appeal/review of license permit denial*, is hereby repealed and replaced with the following:

(2) The denied applicant may request in writing a review of the determination to deny the license or permit application. The appeal shall state the reasons the applicant believes the decision to deny the license or permit to be in error. Failure to do so shall result in an automatic affirmance of the denial without further action by the issuing city official or the hearing body. Except for a license applied for under §§106-4(a) or (b) of this chapter [weights and measures and DATCP/SPS], the hearing shall be held before the city's finance/personnel committee. Appeal of denial of a license applied for under §§106-4(a) or (b) of this chapter shall be heard by the board of health. All appeal hearings shall substantially comply with the provisions of Wis. Stats. § 68.11(2). Within 20 days after the hearing, the hearing body shall issue a written decision which shall affirm, reverse or modify the determination of the city official. This decision shall be a final decision. Judicial review of such decision shall be as provided in Wis. Stats. § 68.13.

SECTION 2: Sections 106-4(l)(2) and (3), *Suspension or revocation of license*, are hereby repealed and replaced with the following:

(2) Requests for suspension or revocation of a license other than a license issued under §§106-4(a) or (b) of this chapter [weights and measures and DATCP/SPS] shall be made by the department head of the department issuing such license to the common council. Requests for a suspension or revocation of a license issued under §§106-4(a) or (b) of this chapter shall be made to the board of health.

(3) The suspension or revocation hearing shall substantially comply with the provisions of Wis. Stats. § 68.11. Judicial review of the decision on suspension or revocation shall be governed by Wis. Stats. § 68.13.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall take effect on and after passage and publication.

Ordinance #18-17
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of
August, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____
Publication Date: _____
Effective Date: _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Resolution #18-77 Approving Revised Classification and Compensation Plan Grade Order List and Pay Ranges.

ATTACHMENTS:

- Reso18-77 (DOCX)
- Market Study Results to Finance and Council (DOCX)
- DRAFT 2019 PAY GRADES 8-14-2018 for employees.pdf (XLSX)

RESOLUTION #18-77

APPROVING REVISED CLASSIFICATION AND COMPENSATION
PLAN GRADE ORDER LIST AND PAY RANGES

WHEREAS, the Common Council adopted its current Classification and Compensation Plan ("Plan") with an effective date of January 1, 2014 (Resolution #13-125); and

WHEREAS, in order to maintain the policies and goals of the Plan, the City has utilized the services of its compensation consultant, Carlson Dettmann Consulting, LLC, ("Consultant") to perform a market study/review and analysis of labor markets, job responsibilities of City staff, current compensation plans, and related policies as they influence Plan pay grades and pay ranges; and

WHEREAS, said market study/review has resulted in the Consultant recommending changes to the Plan pay grades and pay ranges as set forth in Attachment 1, incorporated herein by reference; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby amends its Classification and Compensation Policy by the changes noted in Attachment 1 to the Plan and further directs that such changes be implemented as of January 1, 2019.

BE IT FURTHER RESOLVED THAT:

With the exception of one employee who will be placed at step 1 in grade J due to years of service with the City, all employees whose position is moved to a new pay range change shall be placed on the nearest step of their new pay range that does not result in a pay decrease. Additionally, any employee moving into a higher step at the pay for performance pay range (beyond control point) will receive a .5% pay increase.

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 21st day of August, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

MemoCity of De Pere

To: Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director
 Re: Recommendation to approve the 2019 Compensation Market Study/Review
 Date: August 14, 2018

Note: At the August 14th Finance/Personnel Committee meeting, the committee approved Option A with four ayes and one nay.

The consultant has added one additional recommendation and that is to provide a yearly stipend of \$2,000 to the position that assumes the role of Assistant City Administrator. Currently it is the City Attorney position that assumes that responsibility.

As approved by the City Council earlier this year, the City hired Carlson Dettmann Consulting LLC to conduct a compensation market study/review. The consultant compared our positions to the job market, as well as individually reviewed positions that had a substantial change to their job since the last full compensation study was completed 5 years ago.

The attached document identifies the changes being recommended to the City's pay plan. Positions that were identified as being 5% or more below the market rate will be moving up one pay grade, as well as those positions that the consultant recommended a higher grade due to job changes. There are three positions that are increasing two pay grades. The attached document includes a 2.25% (which will be included in the budget) increase to the entire pay plan as we do each year for cost of living/market purposes.

Option A

For those employees that are increasing in pay grade, the question is where on the pay plan they should be slotted. I'm recommending that the employees be placed at the closest step without a pay decrease. (i.e. If an employee is at step 5 of grade K, they may move to step 3 of grade L, as step 3 is above their current rate of pay). There is one employee that I'm recommending starting at step 2 versus starting over at step 1 based on years of service. For those that are done stepping (beyond step 6), they would receive a .5% increase in pay. With this option, the cost of implementing the pay study is around \$40,000 with benefits.

Option B

Another option is to keep employees at the same step/percentage on the pay scale where they are at now in the new pay grade (i.e. If an employee is at step 5 of grade K, that they would be placed at step 5 of grade L in the new pay grade). That would cost approximately \$130,000 with benefits.

As mentioned, I am recommending option A. If approved, funding to implement the market study/review will be put into the 2019 budget. If approved as part of the budget, the new pay plan will be effective on January 1, 2019.

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

Thank you.

UPDATED 8/1/2018				2019 GRADE ORDER LIST - PROPOSED 2.25% INCREASE							
(Employees advance on pay scale one step per year of service if meeting expectations. Step 6 is equal to the market rate (avg. rate) for the position. Employees may advance beyond step 6 through pay for performance.)											
					Minimum					Control Point	
					87.5%	90.0%	92.5%	95.0%	97.5%	100.0%	120.0%
GRADE	JOB TITLE	DEPARTMENT	FLSA	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 6	Maximum
U	*CITY ATTORNEY/ASSISTANT CITY ADMINISTRATOR	CITY ATTORNEY	E	\$48.62	\$50.01	\$51.41	\$52.79	\$54.19	\$55.56	è	\$66.69
				\$101,129.60	\$104,020.80	\$106,932.80	\$109,803.20	\$112,715.20	\$115,564.80		\$138,715.20
T	DEVELOPMENT SERVICES DIRECTOR	DEVELOPMENT SERVICES	E	\$47.02	\$48.22	\$49.46	\$50.73	\$52.03	\$53.36	è	\$64.03
	PUBLIC WORKS DIRECTOR	PUBLIC WORKS	E	\$97,801.60	\$100,297.60	\$102,876.80	\$105,518.40	\$108,222.40	\$110,984.02		\$133,182.40
S	DEVELOPMENT SERVICES DIRECTOR	DEVELOPMENT SERVICES	E	\$44.68	\$45.96	\$47.24	\$48.50	\$49.79	\$51.06	è	\$61.28
	FINANCE DIRECTOR	FINANCE	E	\$92,934.40	\$95,596.80	\$98,259.20	\$100,880.00	\$103,563.20	\$106,204.80		\$127,462.40
	FIRE CHIEF	FIRE	E								
	POLICE CHIEF	POLICE	E								
	PUBLIC WORKS DIRECTOR	PUBLIC WORKS	E								
	HUMAN RESOURCES DIRECTOR	HUMAN RESOURCES	E								
	CITY ENGINEER	PUBLIC WORKS	E								
R	CITY ENGINEER	PUBLIC WORKS	E	\$41.72	\$42.90	\$44.10	\$45.29	\$46.47	\$47.67	è	\$57.20
	PARKS, REC & FORESTRY DIRECTOR	PARKS, REC & FORESTRY	E	\$86,777.60	\$89,232.00	\$91,728.00	\$94,203.20	\$96,657.60	\$99,153.60		\$118,976.00
	H.R. DIRECTOR	HUMAN RESOURCES	E								
	INFORMATION TECHNOLOGY DIRECTOR	INFORMATION TECHNOLOGY	E								
Q	HEALTH OFFICER/DIRECTOR	HEALTH	E	\$39.74	\$40.87	\$41.99	\$43.14	\$44.26	\$45.42	è	\$54.49
	POLICE CAPTAIN	POLICE	E	\$82,659.20	\$85,009.60	\$87,339.20	\$89,731.20	\$92,060.80	\$94,473.60		\$113,339.20
P	HEALTH OFFICER/DIRECTOR	HEALTH	E	\$37.75	\$38.83	\$39.92	\$40.99	\$42.08	\$43.15	è	\$51.77
	INFORMATION TECHNOLOGY ADMIN.	INFORMATION TECHNOLOGY	E	\$78,520.00	\$80,766.40	\$83,033.60	\$85,259.20	\$87,526.40	\$89,752.00		\$107,681.60
	POLICE CAPTAIN	POLICE	E								
	ASSISTANT FIRE CHIEF	FIRE	E								
O	ASS'T FIRE CHIEF & INSPECTION	FIRE	E	\$35.78	\$36.81	\$37.82	\$38.84	\$39.88	\$40.89	è	\$49.08
	ASSISTANT CITY ENGINEER	PUBLIC WORKS	E	\$74,422.40	\$76,564.80	\$78,665.60	\$80,787.20	\$82,950.40	\$85,051.20		\$102,086.40
N	ASS'T CITY ENGINEER	PUBLIC WORKS	E	\$33.81	\$34.79	\$35.75	\$36.73	\$37.68	\$38.64	è	\$46.37
	STREET SUPERINTENDENT	PUBLIC WORKS	E	\$70,324.80	\$72,363.20	\$74,360.00	\$76,398.40	\$78,374.40	\$80,371.20		\$96,449.60
M	CLERK/TREASURER	FINANCE	E	\$31.85	\$32.73	\$33.66	\$34.57	\$35.48	\$36.38	è	\$43.66
	MAINTENANCE SUPERVISOR	PUBLIC WORKS	E	\$66,248.00	\$68,078.40	\$70,012.80	\$71,905.60	\$73,798.40	\$75,670.40		\$90,812.80
	PARK SUPERINTENDENT/CITY FORESTER	PARKS, REC & FORESTRY	E								
	RECREATION SUPERINTENDENT	PARKS, REC & FORESTRY	E								
	STAFF ATTORNEY	CITY ATTORNEY	E								
L	WATER DEPARTMENT SUPERVISOR	PUBLIC WORKS	E	\$29.87	\$30.72	\$31.56	\$32.43	\$33.27	\$34.12	è	\$40.95
	GIS MANAGER/PROJECT MANAGER	DEVELOPMENT SERVICES	E	\$62,129.60	\$63,897.60	\$65,644.80	\$67,454.40	\$69,201.60	\$70,969.60		\$85,176.00
	SENIOR PLANNER	DEVELOPMENT SERVICES	E								
	SENIOR BUILDING INSPECTOR	DEVELOPMENT SERVICES	E								
K	GIS COORDINATOR	DEVELOPMENT SERVICES	E	\$27.87	\$28.69	\$29.47	\$30.28	\$31.07	\$31.88	è	\$38.24
	PUBLIC HEALTH NURSE	HEALTH	E	\$57,969.60	\$59,675.20	\$61,297.60	\$62,982.40	\$64,625.60	\$66,310.40		\$79,539.20
	PLANNER II	DEVELOPMENT SERVICES	E								
	SR. BUILDING INSPECTOR	DEVELOPMENT SERVICES	E								
	SANITARIAN	HEALTH	E								
J	BUSINESS MANAGER	POLICE	E	\$25.92	\$26.65	\$27.38	\$28.14	\$28.87	\$29.61	è	\$35.53

					Minimum					Control Point		
GRADE	JOB TITLE	DEPARTMENT	FLSA	87.5% Step 1	90.0% Step 2	92.5% Step 3	95.0% Step 4	97.5% Step 5	100.0% Step 6	120.0% Maximum		
	SANITARIAN	HEALTH	E	\$53,913.60	\$55,432.00	\$56,950.40	\$58,531.20	\$60,049.60	\$61,588.80			\$73,902.40
	BUILDING INSPECTOR	DEVELOPMENT SERVICES	NE									
	RECREATION SUPERVISOR	PARKS, REC & FORESTRY	E									
	HUMAN RESOURCES GENERALIST	HUMAN RESOURCES	E									
	ENGINEER SENIOR TECHNICIAN	PUBLIC WORKS	NE									
	MAINTENANCE SPECIALIST	PUBLIC WORKS	NE									
I	ENGINEER SENIOR TECHNICIAN	PUBLIC WORKS	NE	\$23.94	\$24.61	\$25.30	\$25.99	\$26.66	\$27.34	è		\$32.82
	HUMAN RESOURCE GENERALIST	HUMAN RESOURCES	E	\$49,795.20	\$51,188.80	\$52,624.00	\$54,059.20	\$55,452.80	\$56,867.20			\$68,265.60
	COMMUNICATIONS SPECIALIST/ADMINISTRATIVE ASSISTANT	ADMINISTRATION	E									
	PAYROLL SPECIALIST	FINANCE	NE									
	MECHANIC	PUBLIC WORKS	NE									
	PARALEGAL	CITY ATTORNEY	NE									
H	PARALEGAL	CITY ATTORNEY	NE	\$21.96	\$22.60	\$23.23	\$23.85	\$24.48	\$25.10	è		\$30.11
	MECHANIC	PUBLIC WORKS	NE	\$45,676.80	\$47,008.00	\$48,318.40	\$49,608.00	\$50,918.40	\$52,208.00			\$62,628.80
	PAYROLL SPECIALIST	FINANCE	NE									
	MAINTENANCE SPECIALIST	PARKS, REC & FORESTRY	NE									
	ENGINEER TECHNICIAN	PUBLIC WORKS	NE									
	**DPW EQUIPMENT OPERATOR	PUBLIC WORKS	NE									
	WATER DEPARTMENT MAINTENANCE WORKER	PUBLIC WORKS	NE									
	GIS TECHNICIAN	DEVELOPMENT SERVICES	NE									
	ARBORIST	PARKS, REC & FORESTRY	NE									
	DEPUTY CLERK	FINANCE	NE									
	VIDEO PRODUCTION/IT SUPPORT SPECIALIST	INFORMATION TECHNOLOGY	NE									
G	ACCOUNTS PAYABLE CLERK	FINANCE	NE	\$19.98	\$20.56	\$21.12	\$21.71	\$22.27	\$22.84	è		\$27.41
	ADMINISTRATIVE ASSISTANT (Fire, Dev Services, PRF, PW)	VARIOUS	NE	\$41,558.40	\$42,764.80	\$43,929.60	\$45,156.80	\$46,321.60	\$47,507.20			\$57,012.80
	MAINTENANCE TECHNICIAN	PARKS, REC & FORESTRY	NE									
	COMMUNITY CENTER ACTIVITY COORD	PARKS, REC & FORESTRY	NE									
	COMMUNITY CENTER-ACTIVITY/OUTREACH COORD	PARKS, REC & FORESTRY	NE									
	DEPUTY CITY CLERK	FINANCE	NE									
	***LEAD ARBORIST	PARKS, REC & FORESTRY	NE									
	MUNICIPAL COURT CLERK	MUNICIPAL COURT	NE									
	DPW MAINTENANCE WORKER	PUBLIC WORKS	NE									
	VIDEO PRODUCTION & MARKETING COORD	INFORMATION TECHNOLOGY	NE									
	PARKS MAINTENANCE WORKER	PARKS, REC & FORESTRY	NE									
F	OFFICE ASSISTANT (PRF, Police, Health, HR, PW)	VARIOUS	NE	\$18.02	\$18.53	\$19.05	\$19.56	\$20.08	\$20.58	è		\$24.69
	PARKS MAINTENANCE WORKER	PARKS, REC & FORESTRY	NE	\$37,481.60	\$38,542.40	\$39,624.00	\$40,684.80	\$41,766.40	\$42,806.40			\$51,355.20
	ARBORIST	PARKS, REC & FORESTRY	NE									
E	vacant			\$16.53	\$17.00	\$17.47	\$17.96	\$18.43	\$18.90	è		\$22.68
D	vacant			\$15.32	\$15.76	\$16.19	\$16.63	\$17.07	\$17.49	è		\$20.99
C	vacant			\$14.18	\$14.58	\$14.98	\$15.39	\$15.80	\$16.20	è		\$19.45
B	vacant			\$13.13	\$13.51	\$13.89	\$14.25	\$14.62	\$15.00	è		\$18.01
Non-Graded Positions												
	CITY ADMINISTRATOR	ADMINISTRATION	E	\$ 132,620								
* \$2,000 Yearly stipend to the position that assumes the role of Assistant City Administrator												
**DPW Leadperson receives \$1.00/hour additional over current rate of pay												
***Arborist position now requires an associate degree/cert. = increased pay grade, current Lead Arborist does not meet min. qualifications so will be left at current grade												

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: Public Works

FROM: Tom Blohowiak

SUBJECT: Resolution #18-78 Authorizing Agreement for Cleaning Services
(Cleaning Solution Services, Inc.)

The Board of Public Works at the August 13, 2018 meeting voted unanimously to award the cleaning contracts for City Hall, the Police Department and the Community Center to Cleaning Solution Services, for all three (3) buildings at a cost of \$4,360.76 per month for a total of \$ 52,329.12 for the year 2018. In addition, staff is recommending added flexibility in the contract to terminate/not renew for any or all locations allowing the city to not have to create new contract over one building's issue.

The City of De Pere requested quotes earlier this year for a new cleaning contract for City Hall, the Police Department and the Community Center. In March, the City of De Pere awarded the cleaning contract to Fox City Janitorial. Unfortunately, the arrangement did not work out and the parties mutually terminated the contract. Below is the list of bids the City received back in February. Cleaning Solution Services was the second low bidder and the previous cleaning service for the three (3) buildings. Cleaning Solution Services is currently doing the cleaning for the City of De Pere month by month till the contracts are approved.

VENDER 2018	Community Center	City Hall	Police Department	Total
Fox City Janitorial	\$950.00	\$950.00	\$850.00	\$2750.00
Cleaning Solution Services	\$1348.21	\$1657.49	\$1354.06	\$4360.76
Pro One Janitorial	\$1515.00	\$3,335.00	\$1595.00	\$6445.00

VENDER 2019	Community Center	City Hall	Police Department	Total
Fox City Janitorial	\$978.50	\$978.50	\$875.50	\$2832.50
Cleaning Solution Services	\$1376.20	\$1690.63	\$1381.14	\$4447.97
Pro One Janitorial	\$1515.00	\$3,335.00	\$1595.00	\$6445.00

VENDER 2020	Community Center	City Hall	Police Department	Total
Fox City Janitorial	\$1007.86	\$1007.86	\$901.77	\$2917.49
Cleaning Solution Services	\$1403.72	\$1724.44	\$1408.76	\$4536.92
Pro One Janitorial	\$1515.00	\$3,335.00	\$1595.00	\$6445.00

The three (3) year summary for each building would be:

Community Center = \$ 49,537.56
City Hall = \$ 60,870.72
Police Department = \$ 49,727.52

ATTACHMENTS:

- Reso18-78 (DOCX)
- Cleaning Solution Services 8-18 -106-001-02 (PDF)
- Exhibit A (PDF)
- Exhibit B (PDF)
- Exhibit C (PDF)
- Ex D- Cleaning Solutions Services Contract (PDF)

RESOLUTION #18-78

AUTHORIZING AGREEMENT FOR CLEANING SERVICES
(Cleaning Solution Services, Inc.)

WHEREAS, Resolution #18-10 authorized City to contract with Splendid Cleaning Service, LLC, d/b/a Fox Cities Janitorial for cleaning services at the City's Community Center, City Hall and Police Department; and

WHEREAS, the parties have since mutually terminated said contract and City wishes to contract with Cleaning Solution Services, Inc. ("CSS"), the second lowest bidder, and CSS desires to perform those services in accordance with the terms and conditions of the Agreement for Cleaning Services attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the Board of Public Works has reviewed such proposal and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Cleaning Services (Cleaning Solution Services, Inc.) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of August, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT FOR CLEANING SERVICES
(Cleaning Solution Services, Inc.)**

THIS AGREEMENT is made as of the _____ day of _____, 2018, by and between the City of De Pere (“City”) and Cleaning Solution Services, Inc., a Wisconsin corporation (“CSS”).

WHEREAS, CSS is a commercial and institutional contract cleaning company who is willing and capable of performing cleaning services at the City’s Community Center, City Hall and Police Department; and

WHEREAS, City wishes to contract with CSS for such services and CSS desires to perform those services as more fully set forth below.

NOW, THEREFORE, upon the mutual covenants contained herein, together with such other consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This contract period shall commence as of September 1, 2018 and shall end August 31, 2021. The parties may, upon written amendment to this Agreement, renew this Agreement for an additional two (2) years upon the same terms and conditions of this Agreement.
2. CSS shall assign such employees as are necessary to perform such cleaning services as described in Exhibit A for Community Center, Exhibit B for City Hall and Exhibit C for Police Department
3. CSS is an independent contractor of City and shall not, at any time, directly or indirectly, act as an agent, or employee of City, nor shall CSS or its employees make any commitment or incur any liability of behalf of the City of De Pere.
4. All personnel utilized in the services performed under this Agreement shall be employees of CSS. The City shall not be considered an employer of any such personnel for any

reason whatsoever. The City shall not hire any CSS employee to perform janitorial or similar services during any of the terms of this Agreement and for 180 days thereafter.

5. CSS will be provided certain keys to city facilities pursuant to this Agreement. CSS and its employees are not authorized to have copies or replicas of any city facility key made under this Agreement. If a key is misplaced, lost or broken, CSS shall report the same immediately to City. City shall determine if a substitute key is provided or if access by CSS to City facilities should be provided in a different manner. Failure of CSS or its employees, agents or independent contractors to comply with this paragraph is cause for immediate termination of this Agreement.

6. CSS shall maintain and carry general liability insurance with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate. Such policy shall contain a provision requiring the insurer to notify City of cancellation or termination and coverage at least 10 days prior to the effective date of the same. Further, CSS agrees to and does indemnify and hold harmless the City of De Pere, its agents, employees, officials, and officers, from any and all liability, loss, damages, demands, suits, and/or judgments arising out of this Agreement. This indemnification shall include, but is not limited to, attorney fees, costs, or expenses incurred by the City in defense of any demands, suits, or judgments arising from actions arising as a direct and proximate result of the services provided under this Agreement.

7. CSS shall provide City with a certificate or certificates of insurance indicating all types of insurance policies required hereunder and naming the City of De Pere as an additional insured thereunder for purposes of this Agreement on the general liability policy issued to CSS, together with a copy of the additional insured endorsement(s) applicable to such policy(ies)..

8. CSS shall provide all safety measures and equipment necessary for its personnel utilized to perform cleaning services, and shall assume all risks incurred in performing services hereunder.

9. CSS shall furnish all supplies, materials and equipment necessary for its performance hereunder without additional cost to City. City shall designate an area in the City Hall, Community Center and Police Department where CSS may store its cleaning supplies and equipment. Said supplies and equipment shall remain the property of CSS and City shall have no interest in such equipment. CSS shall also provide a log book for City staff to communicate concerns or special needs with CSS personnel. CSS staff shall reference the log book each day it provides service.

10. CSS shall provide only competent, qualified, careful, and efficient personnel who, subject to Wis. Stats. §111.335, do not have misdemeanor or felony conviction(s), the circumstances of which substantially relate to the cleaning services to be provided hereunder and whose work ethic and practices shall conform with the best and highest applicable standards of the industry. Further, CSS shall, upon request of City, remove from service under this Agreement, any of its personnel who, in the sole opinion of the City, have engaged in improper conduct or are not otherwise qualified to perform the work assigned to them.

11. CSS shall provide direct corporate supervision of its employees through a designated representative, who will be available at all reasonable times to report and confer with the City and its agents with respect to the services rendered hereunder.

12. For the first term of this Agreement (September 1, 2018 – August 31, 2021), City shall pay CSS the service charges as listed on the CSS proposals attached as Exhibit D. If

the Agreement is renewed upon mutual written agreement for an additional two (2) year period, the rate City shall pay CSS shall be determined as provided in Exhibit D.

13. CSS shall invoice City monthly for the services provided hereunder in accordance with Exhibit D. Payment by City shall be made within 30 days of invoice.

14. If either party is in default of their obligations under this Agreement, the other party may provide written notice of default. If the default is not cured or resolved within 30 days of the written notice, the non-defaulting party may terminate this Agreement by providing written notice thereof to the other party. The termination shall be effective 15 days after the notice of termination date.

15. Each location identified in Exhibits A (Community Center), B (City Hall), and C (Police Department) shall be considered a separate location for purposes of determining whether the services described therein are being inadequately performed and in default of this Agreement. A default in CSS's obligations as to any location or locations may be considered a default of the Agreement and City may seek to cancel or not renew any location while remaining under contract for the other location(s).

16. Written notice permitted or required hereunder shall be provided via certified mail addressed as follows:

To City:

City Administrator
City of De Pere, City Hall
335 South Broadway Street
De Pere, WI 54115

Agreement for Cleaning Services
Effective September 1, 2018
Cleaning Solution Services, Inc.
Page 4 of 6

To CSS:

Cleaning Solution Services, Inc.
c/o Fred William Fielder III
P.O. Box 481
Kaukauna, WI 54130

17. CSS acknowledges that it is a consultant to the City and that, as such, Wis. Stats. §19.36(3) applies to records produced pursuant to this Agreement. Specifically, CSS acknowledges that records produced pursuant to this Agreement are subject to the public records law to the extent they would otherwise be if maintained by the City. CSS agrees that, within 10 business days of a written request from City, it shall forward to City any records held by CSS that are responsive to the request. Such records shall be in the format requested by City provided that the records are kept and maintained in that format. CSS further agrees to indemnify the City from all costs City incurs should CSS fail to comply with these requirements.

18. This Agreement, together with its attachment, is the entire Agreement between the parties. Any revisions hereto, shall be in writing, signed by both parties.

19. In the event of breach of this Agreement, the breaching party agrees to pay all reasonable attorney fees, collection fees and associated costs attributable to enforcing this Agreement.

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

21. Neither CSS nor City shall have the right to assign this Agreement, or any rights or obligations hereunder without the written consent of the other party.

22. Neither CSS nor City shall be considered in breach or default of its

obligations under this Agreement in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond their control and without fault, or negligence, including, but not limited to, acts of God, forces majeure, acts of the public enemy, fires, floods, epidemics, quarantines restrictions, strikes, embargos, unavailable materials, breach of contracts by contractors or subcontractors, and unusually severe weather or delays due to such causes. In the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of either CSS or City, shall be extended for the period of the forced delay as determined in good faith by City.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CLEANING SOLUTION SERVICES, INC.

By:

Print Name:

Title:

Print Name:

Title:

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

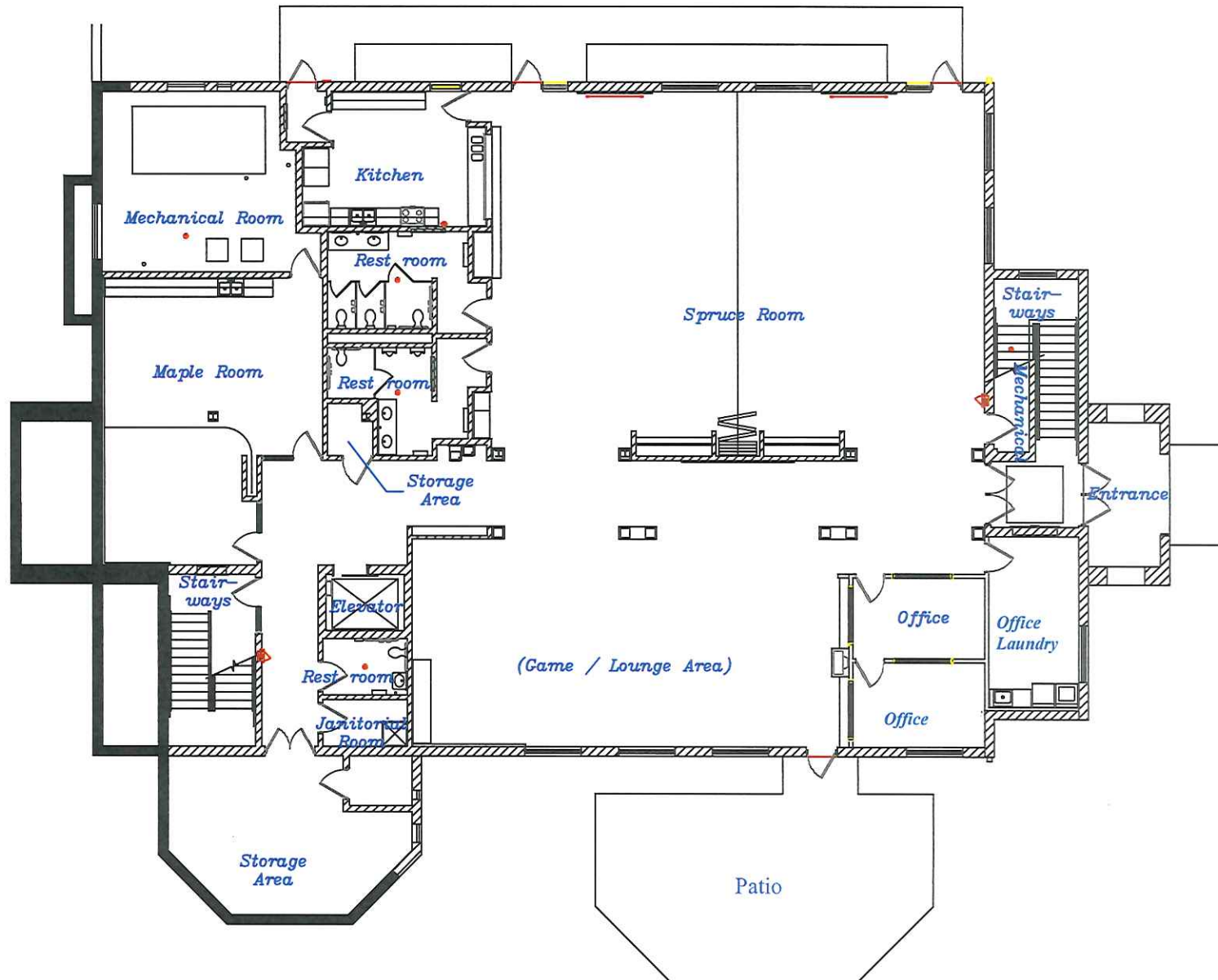
COMMUNITY CENTER

Location	Frequency	Task
Community Center – Upper Offices Pine Rm Hickory Room Oak Room	4 times per week/Monday, Tuesday, Thursday & Friday All cleaning times can be done in the evening or morning after work hours.	• Clean entry glass. • Vacuum traffic lanes, open areas of carpeting and walk-off mats. • Check carpet daily for spots and remove if possible. • Dust and damp mop all hard flooring and spot clean spills. • Clean and sanitize tables and countertops. • Spot clean smudges and fingerprints on doors, frames, wall, switch plates, interior windows. • Clean door and partition glass of smudges and fingerprints. • Empty all recycling and waste receptacles, change liners as needed. Dispose of recycle and waste in designated area in the building. • Clean and sanitize all drinking fountains. • Spot check work areas for spills, etc., which would need immediate attention. • Spot clean walls and properly position furniture in offices.
Community Center – Lower Offices Maple Room Spruce Room Lounge Area Office/Laundry Rm.	1 time per week	• Dust off work areas. • All telephones cleaned and sanitized. • Dust file cabinets, windowsills, ledges, stands, tables, all flat surfaces and pianos. • Damp wipe with disinfectant – telephones and shared door knobs and hand rails. • Dust all computer monitors and screens, damp wipe all marker boards. • Damp wipe all wastebaskets as needed. • Vacuum entire carpeted areas, under desks, tables, etc... • Sweep and mop stairwells and entrances (check daily during winter months). • Vacuum air vents and diffusers. • Sweep veranda. • Vacuum upholstered furniture, wipe down plastic and leather furniture.
	Monthly	• High dust and dust Venetian blinds. • Vacuum edges of all floor areas (carpet and • Clean all interior glass (or more if needed).
	1 time per Quarter	• All office furniture, desks, credenzas, shelves, etc, polished.
	1 time per week	• Wipe down chair seats and arm rests. • Damp wipe the inside and outside of microwave.
Restrooms	4 times per week	• Clean and sanitize urinals and toilets inside and out. • Empty all waste receptacles, change liners as needed. • Clean and polish all mirrors and bright work. • Clean and sanitize all sinks, counter tops, plumbing fixtures and changing tables. • Clean and refill all dispensers, toweling, hand soap,

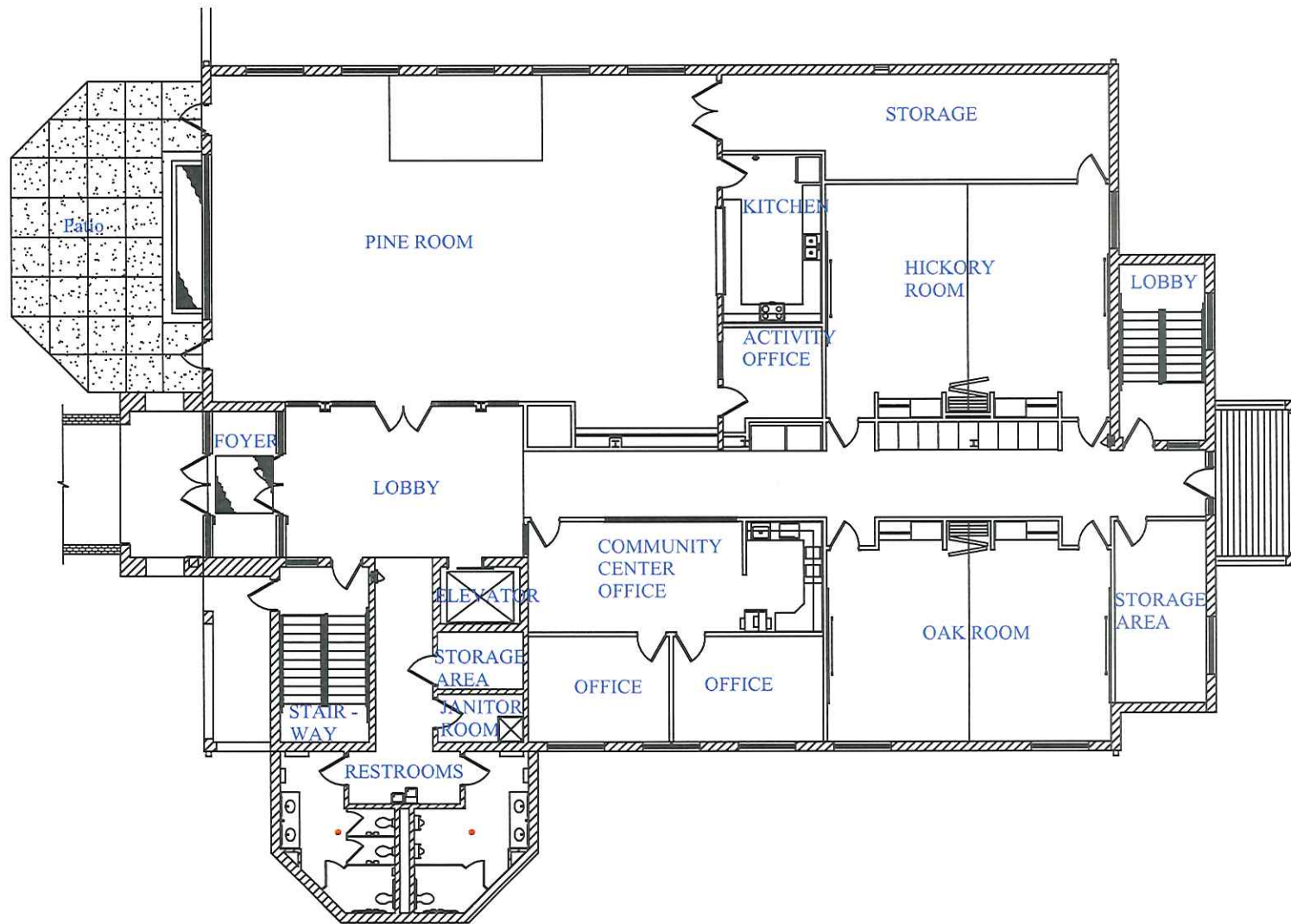
COMMUNITY CENTER

		toilet paper, etc... - Dust and damp mop all tile floors with germicidal cleaner. - Spot clean tile walls and toilet partitions.
	1 time per week	- All restroom partitions washed and cleaned with a germicidal detergent. - Dust light fixtures, dispensers.
Kitchens	4 times per week	- Vacuum walk off mat - Clean and sanitize counter tops - Dust horizontal surfaces - Clean and sanitize sink area - Empty trash containers - Refill all paper and soap dispensers - Sweep and damp mop tile floor
	1 time per week	- Damp wipe outside of refrigerator - Damp wipe inside/outside of microwave - Damp wipe outside of cabinets
Hallways Lobby Areas Stairways	4 times per week	- Clean entry glass of fingerprints and smudges (clean all other interior glass monthly) - Dust mop tile floors - Clean & sanitize drinking fountains - Vacuum walk-off mats
	1 time per week	- Dust sills, ledges, door frames - Vacuum elevator, clean fingerprints and smudges
Floor Maintenance	Upon Request	- Scrub and Re-coat VCT Tile - Strip and Refinish VCT Tile - Scrub/Wash Grouted Lobby Tile - Scrub/Pressure Wash Grouted Restroom Ceramic Tile - Carpet Hot Water Extraction
Upholstery Cleaning	Upon Request	Clean Upholstery
Window Cleaning	Upon Request	Window Cleaning
Emergency Cleaning	Upon Request	Anything outside of the normal cleaning workday.

COMMUNITY CENTER FLOOR PLAN LOWER LEVEL



COMMUNITY CENTER FLOOR PLAN UPPER LEVEL



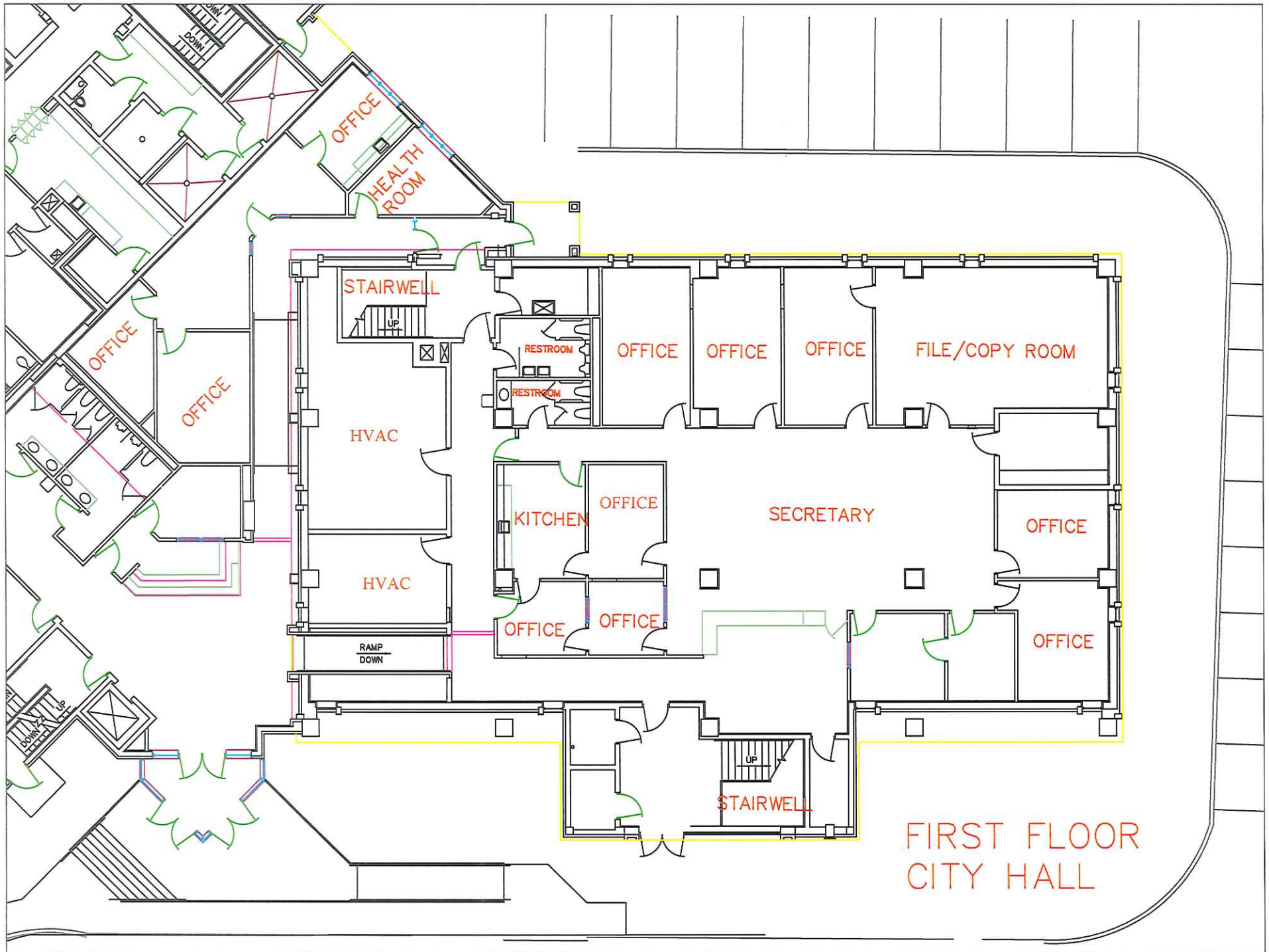
CITY HALL

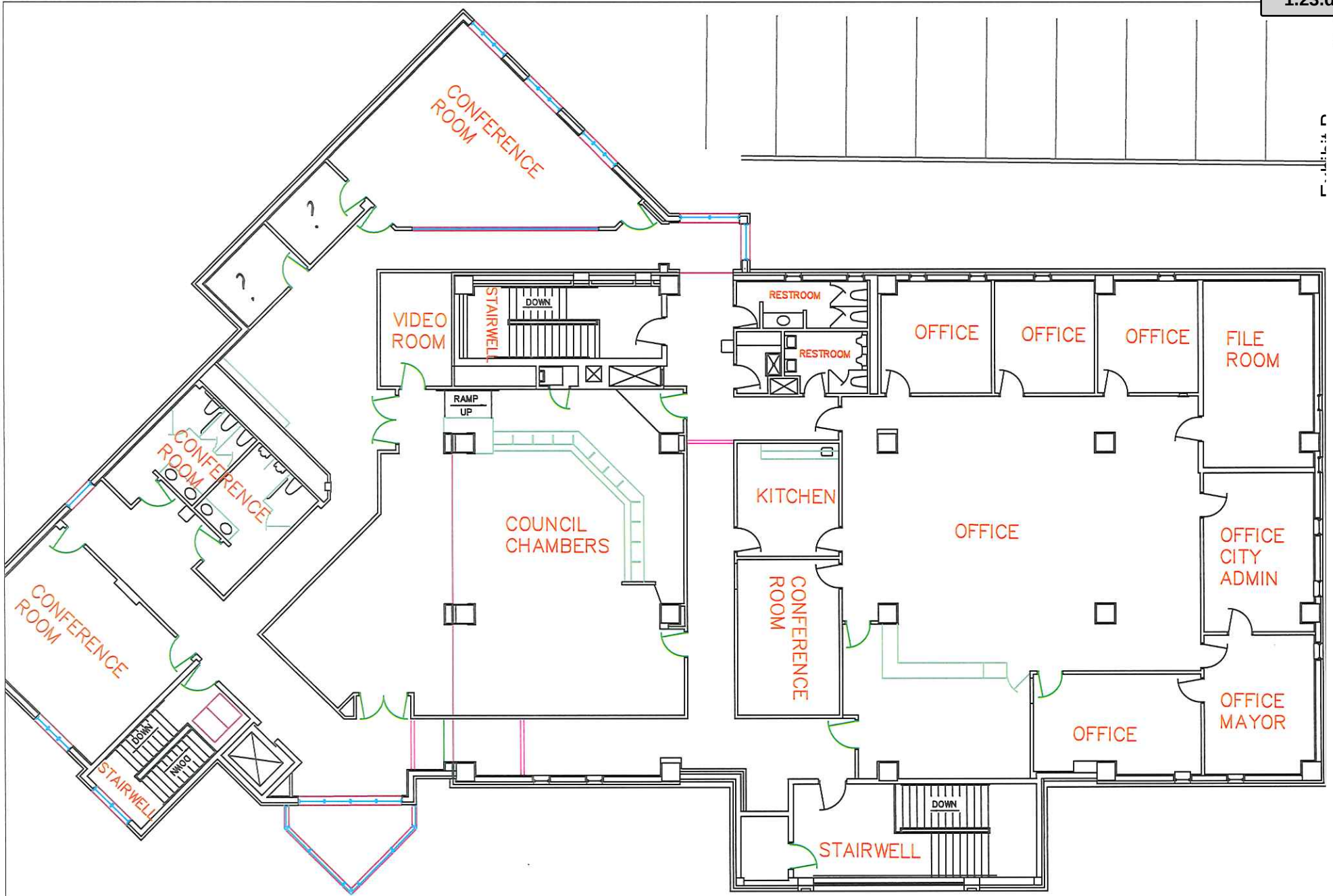
Location	Frequency	Task
City Hall – First Floor Health Dept Offices Health Dept Health Room Health Dept Reception Area Finance Dept Offices Finance Dept Reception Area Finance Dept Secretary Offices All Entrances Hallways Work Room City Hall - Second Floor Offices Secretary Offices All entrances Conference Rooms Council Chambers Stairwells Hallways	5 Times Per Week	• Clean entry glass. • Vacuum traffic lanes, open areas of carpeting and walk-off mats. • Check carpet daily for spots and remove if possible. • Sweep and damp mop all hard flooring and spot clean spills. • Spot clean smudges and fingerprints on doors, frames, wall, switch plates, interior windows. • Dust and clean door and partition glass of smudges and fingerprints. • Empty all recycling and waste receptacles, change liners as needed. Dispose of recycle and waste in designated area in the building. • Clean and sanitize all drinking fountains. • Spot check work areas for spills, etc., which would need immediate attention. • Spot clean walls and properly position furniture in offices.
	1 Time Per Week	• Dust off work areas. • Dust file cabinets, windowsills, ledges, stands, tables, all flat surfaces and fixtures. • Damp wipe with disinfectant – telephones, shared door knobs and hand rails. • Dust all computer monitors and screens, damp wipe all marker boards. • Damp wipe all wastebaskets as needed. • Vacuum entire carpeted areas, under desks, tables, etc... • Spot clean interior office door glass. • Dust corners and edges for cobwebs. • Sweep and mop stairwells. • Vacuum upholstered furniture, wipe down plastic and leather furniture.
	Monthly	• Dust and damp wipe baseboards, kick plates and moldings. • Dust light, light fixtures and ceiling vents. (to exclude fluorescent recessed lighting) • Dust all blinds. • All chrome chairs and table legs cleaned and polished. • Dust and damp wipe all high and low shelves, surfaces and corners beyond the reach of normal dusting. • Dust all pictures frames. • Vacuum air vents, diffusers and ceiling vents. • Dust light fixtures. • Dust partition ledges and wipe partition walls from fingerprints and smudges. • Dust or damp wipe baseboards and moldings. • Dust or vacuum ceiling vents.

CITY HALL

Health Department – Treatment Room	5 times Per Week	- Sink and counter cleaned and disinfected. - Tables and chairs wiped with sanitizer.
Health Room and traffic ways in Health Department Offices	1 time per year	Steam clean carpets
Kitchen	5 Times Per Week	- Clean and sanitize tables and counter tops. - Clean and sanitize the sink and coffee area. - Refill all paper and soap dispensers. - Sweep and damp mop tile flooring. - Empty and damp wipe trash containers. - Vacuum all carpets including carpet runners.
	1 Time Per Week	- Wipe down chair seats and arm rests. - Damp wipe the inside and outside of microwave.
Restrooms – 1 st Floor Restrooms – 2 nd Floor	5 Times Per Week	- Clean and sanitize urinals and toilets inside and out. - Empty all recycling and waste receptacles, change liners as needed. - Clean and polish all mirrors and bright work. - Clean all sinks, counter tops, and plumbing fixtures with germicidal cleaner. - Clean and refill all dispensers, toweling, hand soap, toilet paper, etc. - Sweep and damp mop all tile floors with germicidal cleaner. - Spot clean tile walls and toilet partitions.
	1 Time Per Week	All restroom partitions washed and cleaned with a germicidal detergent.
General Office Area Windows Glass Partitions	1 Time Per Month	Inside Partition Glass
	Upon Request*	- Windows, Outside Glass - Windows, Inside Glass
City Hall	2 times per year (Spring/Fall)	Internal and external window cleaning
Floor Maintenance	1 Time Per Week	High Speed Burnish VCT Tile Floors VCT throughout City Hall (1st Floor and 2nd Floor)
	Upon Request*	- Steam clean carpets . - Scrub and recoat VCT. Strip and refinish VCT.
Emergency Cleaning	Upon Request*	Anything outside of the normal cleaning workday.
Closing Instructions	3 Times Per Week	- Clean janitor closet. - Turn off designated lights. (as instructed) - Lock doors and windows. (as instructed) - Lock front gate.

*Any item listed as Upon Request shall not be included in the Request for Proposal of the cleaning for City Hall.





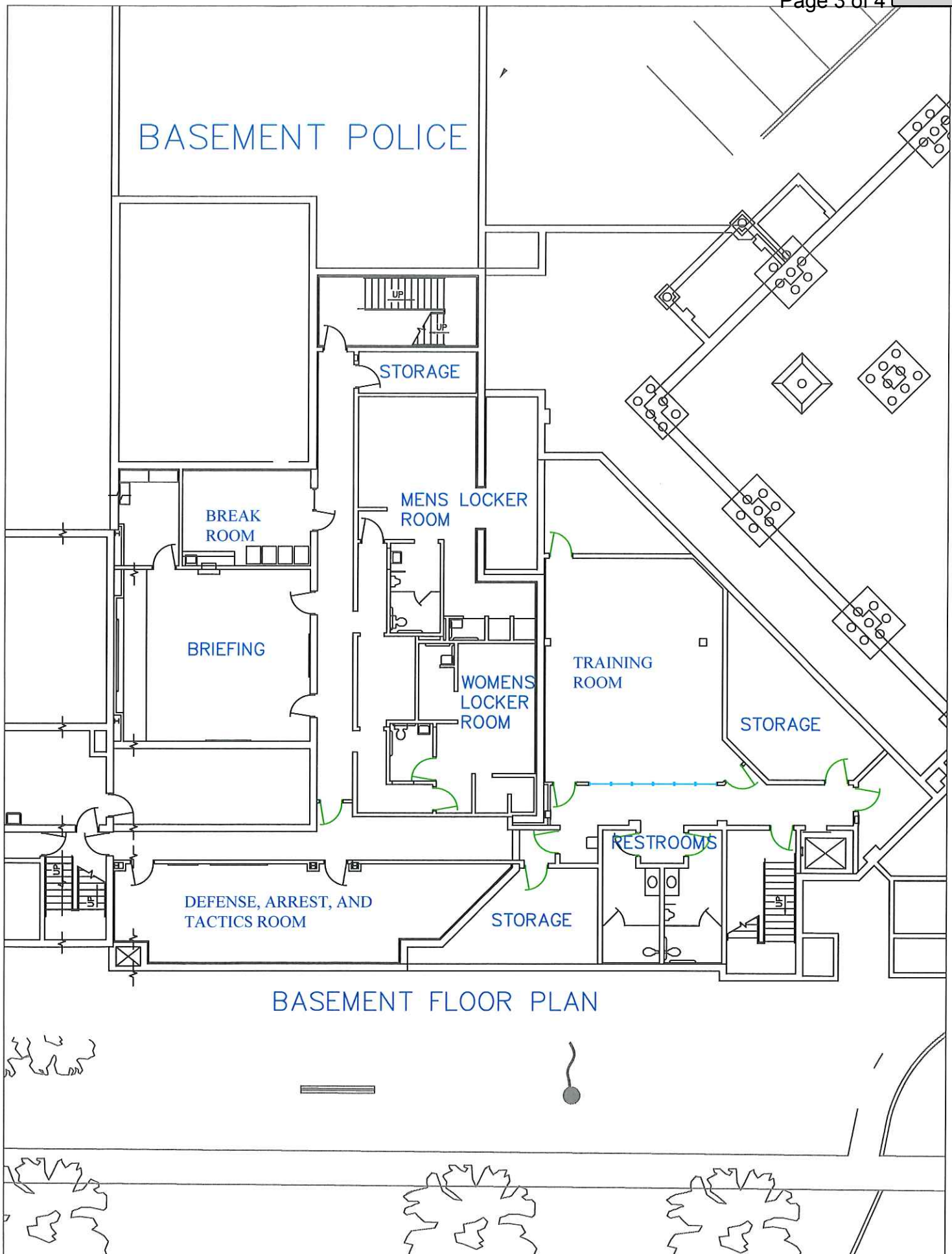
SECOND FLOOR CITY HALL

POLICE DEPARTMENT

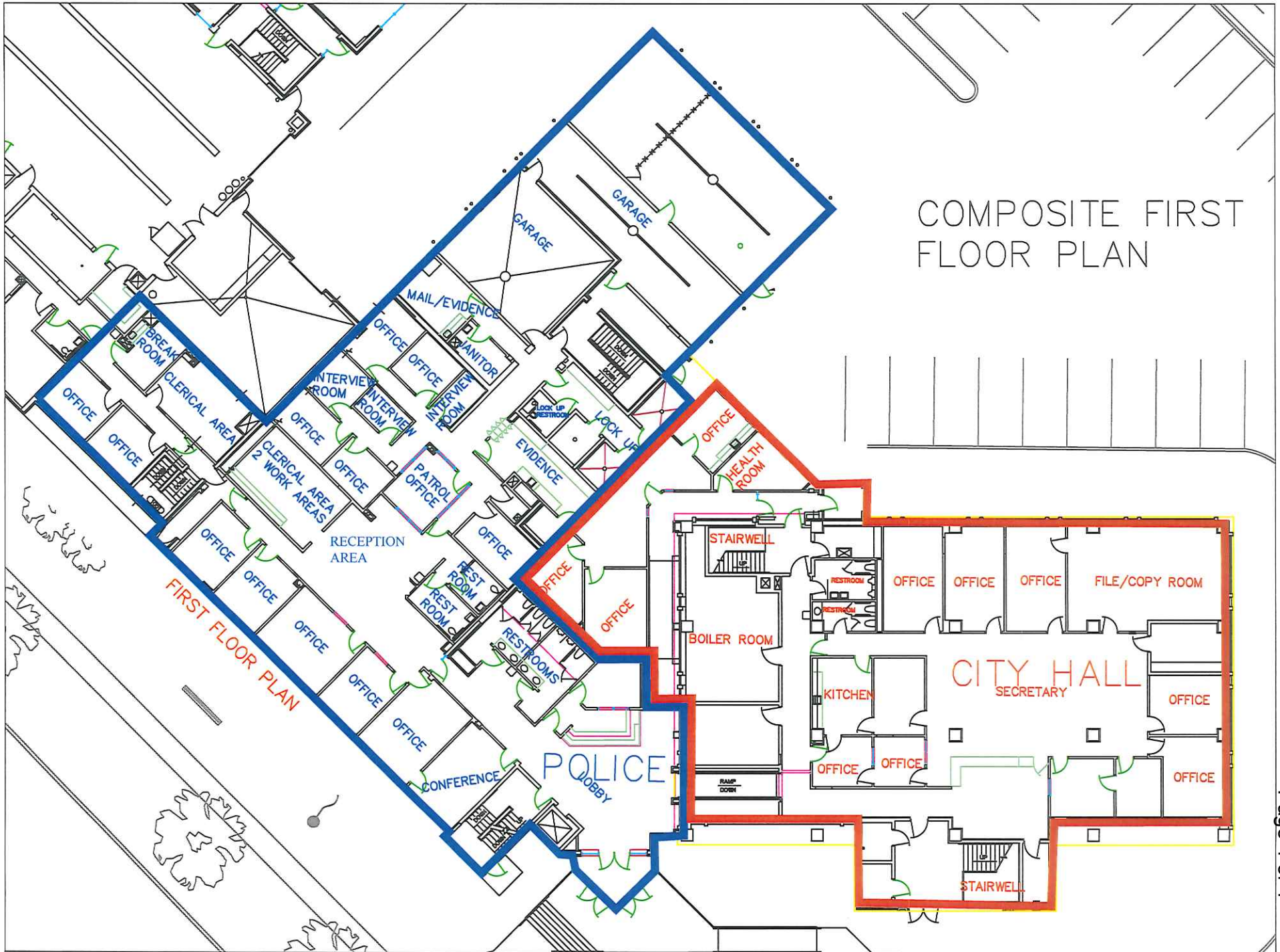
Location	Frequency	Task
Police Department, Offices, Entrances, Office Area, Clerical Areas, Stairwells, Hallways, Conference Rooms, Interview Rooms, Locker Rooms, Briefing Room,	3 Times Per Week/Monday, Wednesday & Friday	• Clean entry glass. • Vacuum traffic lanes, open areas of carpeting and walk-off mats. • Check carpet daily for spots and remove if possible. • Sweep and damp mop all hard flooring and spot clean spills. • Spot clean smudges and fingerprints on doors, frames, wall, switch plates, interior windows. • Dust and clean door and partition glass of smudges and fingerprints. • Empty all recycling and waste receptacles, change liners as needed. Dispose of recycle and waste in designated area in the building. • Clean and sanitize all drinking fountains. • Spot check work areas for spills, etc., which would need immediate attention. • Spot clean walls and properly position furniture in offices.
	1 Time Per Week	• Dust off work areas. • Dust file cabinets, windowsills, ledges, stands, tables, all flat surfaces and fixtures.. • Damp wipe with disinfectant – telephones and shared door knobs and hand rails. • Dust all computer monitors and screens, damp wipe all marker boards. • Damp wipe all wastebaskets as needed. • Vacuum entire carpeted areas, under desks, tables, etc... • Spot clean interior office door glass. • Dust corners and edges for cobwebs. • Sweep, mop, and vacuum basement area. • Sweep and mop stairwells. • Vacuum upholstered furniture, wipe down plastic and leather furniture.
	Monthly	• Dust and damp wipe baseboards, kick plates and moldings. • Dust lights, light fixtures and ceiling vents. (to exclude fluorescent recessed lighting) • Dust all blinds. • All chrome chairs and table legs cleaned and polished. • Dust and damp wipe all high and low shelves, surfaces and corners beyond the reach of normal dusting. • Dust all pictures frames. • Vacuum air vents, diffusers and ceiling vents. • Dust partition ledges and wipe partition walls from fingerprints and smudges. • Dust or damp wipe baseboards and moldings. • Dust or vacuum ceiling vents.
	1 Time Per Quarter	• All office furniture, desks, credenzas, shelves, etc, polished.
Break Rooms	3 Times Per Week	• Clean and sanitize tables and counter tops. • Clean and sanitize the sink and coffee area. • Refill all paper and soap dispensers. • Sweep and damp mop tile flooring. • Empty and damp wipe trash containers. • Vacuum all carpets including carpet runners.
	1 Time Per Week	• Wipe down chair seats and arm rests. • Damp wipe the inside and outside of microwave.
Restrooms/Police Department Lobby Area	5 Times Per Week	• Clean and sanitize urinals and toilets inside and out. • Empty all recycling and waste receptacles, change liners as needed. • Clean and polish all mirrors and bright work.

POLICE DEPARTMENT

		• Clean all sinks, counter tops, and plumbing fixtures with germicidal cleaner. • Clean and refill all dispensers, toweling, hand soap, toilet paper, etc... • Sweep and damp mop all tile floors with germicidal cleaner. • Spot clean tile walls and toilet partitions.
	1 Time Per Week	• All restroom partitions washed and cleaned with a germicidal detergent.
Restrooms/Police Department Office area and Lock-up	3 Times Per Week	• Clean and sanitize urinals and toilets inside and out. • Empty all recycling and waste receptacles, change liners as needed. • Clean and polish all mirrors and bright work. • Clean all sinks, counter tops, and plumbing fixtures with germicidal cleaner. • Clean and refill all dispensers, toweling, hand soap, toilet paper, etc... • Sweep and damp mop all tile floors with germicidal cleaner. • Spot clean tile walls and toilet partitions.
	1 Time Per Week	• All restroom partitions washed and cleaned with a germicidal detergent.
Training Room, and Defense and Arrest Tactics Room	Upon Request	• Sanitize and Wipe Down Equipment/Furniture • Vacuum, empty garbage
Garage, Evidence Room, and Lock Up room	1 Time Per Week	• Empty garbage and recycling containers • Mop/sweep floor as needed
General Office Area/ Windows and Glass Partitions	1 Time Per Quarter, March, June, September, December	• Windows, Outside Glass
	Upon Request	• Windows, Inside Glass
	1 Time Per Month	• Inside Partition Glass
Floor Maintenance	Upon Request	• Steam clean carpets • Strip and refinish VCT (including class room) • Back hall and landing 1 extra time during winter months.
	Upon Request	• Scrub and recoat VCT.
Emergency Cleaning	Upon Request	• Anything outside of the normal cleaning workday.
Closing Instructions	3 Times Per Week	• Clean janitor closet. • Turn off designated lights. (as instructed) • Lock doors and windows. (as instructed) • Lock front gate.
Cleaning Supplies		• Janitorial Company to supply cleaning supplies. • Janitorial Company to supply paper products and to be reimbursed by the City.



BASEMENT FLOOR PLAN



Request for Quotes
City of De Pere cleaning services

SCHEDULE OF PRICES:

Cleaning Solution Services

2018

Building	Price
Community Center	1349.21
City Hall	1657.44
Police Department	1354.06
Total	4360.76

2019

Building	Price
Community Center	1376.20
City Hall	1690.63
Police Department	1381.14
Total	4447.97

2020

Building	Price
Community Center	1403.72
City Hall	1724.44
Police Department	1408.76
Total	4536.92

Please provide a separate sheet of fees for items identified as "upon request". These items shall be separate of the approved contract.

If agreed upon by both parties, the City intends to extend the agreement up to an additional two years. Please complete the below information identifying the applicable increase from the 2016 fees.

2021	<u>2</u>	% increase from 2016 fees
2022	<u>2</u>	% increase from 2017 fees

---The City reserves the right to award a contract based on parts or all of the proposed bid.---

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: Information Technology

FROM: Steve Massey

SUBJECT: Resolution #18-79 Authorizing Agreement for Replacement and Placement of Door Control System Panels and Software Agreement Therefore.

This item was passed by the Finance/Personnel Committee at its August 14, 2018 meeting by a vote of 5-0.

ATTACHMENTS:

- Reso18-79 (DOCX)
- Exhibit A- De Pere CCure SSA 7-26-2018 (PDF)
- De Pere Door Access Controller Upgrade with MSC Readers 6-18-2018 (PDF)
- Mayor & Finance - Approval of Johnson Controls Quotation to Upgrade the Door Access Controllers (DOCX)

RESOLUTION #18-79

AUTHORIZING AGREEMENT FOR REPLACEMENT AND PLACEMENT OF DOOR
CONTROL SYSTEM PANELS AND SOFTWARE AGREEMENT THEREFORE

WHEREAS, certain doors at various City buildings are in need of replacement or new door access control panels; and

WHEREAS, Johnson Controls is capable of providing such equipment and software upon the terms and conditions set forth in the attached Quotations and accompanying Terms and Conditions (Exhibit A); 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 is authorized and directed to execute such documents (Exhibit A), subject to such changes as deemed necessary by the City Attorney.

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 21st day of August, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____



1941 Holmgren Way
GREEN BAY, WI 54304-4514
(920) 494 8741
FAX: (920) 494 6276

1.24.b

Johnson Controls Quotation

TO:
De Pere City Hall
335 S Broadway
DE PERE, WI 54115-2526

Project: De Pere CCure SSA
Customer Reference:
Johnson Controls Reference: 381402913
Date: 07/26/2018
Page 1 of 4

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
	De Pere CCure SSA	
1	CC9000-NSSA1	CC9000 Ser N 1 Yr SSA Std

Total net selling price, FOB shipping point, \$1,588.00

Comments

This quote is to extend the City of De Pere CCure 9000 Software Service Agreement another year. The quote assumes the existing agreement will not expire before renewal. Reinstatement fee for expired SSA is an additional \$300.

To proceed with the SSA, please send a PO and signed copy of this proposal to scott.nielson@jci.com

Sincerely
Scott Nielson
920-883-9309 Cell

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

Exhibit A
Page 1 of 1

Packet Pg. 150

Attachment: Exhibit A- De Pere CCure SSA 7-26-2018 (7308 : Reso #18-79 Authorizing Agreement for Replacement and Placement of Door

TERMS AND CONDITIONS (Rev. 4/18)

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and

waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement

date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT COMPONENTS OR PARTS THAT ARE BELOW GRADE BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company adequate space for storage and handling of materials, light water, heat, heat tracing, electrical service, local telephone watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. Excavation. In the event the Work includes excavation Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails

to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location,

type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Backcharges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes,

video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or no Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent of the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at



Customer's premises or unavailability of parts.

26. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

27. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency

Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388 AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State TX Texas Commission on Private Security, 5805 N. Lamar Blvd. Austin, 78752-4422, 512-424-7710. License numbers available at www.jci.com or contact your local Johnson Controls office.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.**

Offered By: Johnson Controls Fire Protection LP License#: 1941 Holmgren Way GREEN BAY, WI 54304-4514 Telephone: (920) 494 8741 Representative: _____ _____	Accepted By: (Customer) Company: _____ Address: _____ Signature: _____ Title: _____ P.O.#: _____ Date: _____
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Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



1941 Holmgren Way
GREEN BAY, WI 54304-4514
(920) 494 8741
FAX: (920) 494 6276

1.24.d

Johnson Controls Quotation

TO:
De Pere City Hall
335 S Broadway
DE PERE, WI 54115-2526

Project: City of De Pere ISC to IStar
Customer Reference:
Johnson Controls Reference: 381402913
Date: 06/18/2018
Page 1 of 5

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
City of De Pere ISC to IStar		
3	USTAR-AP-ISC-1	ISC-USTAR SE KIT,GCM,ACM
1	USTAR-AP-ISC-2	ISC-USTAR SE KIT,GCM,2 ACM
4	STAR-AP-ISC-APS	ISC-ISTAR APS ON ISC MTG PLATE
3	RM-CAN	CAN RM-4 INPUT/OUTPUT BRDS
3	AS0073-CSI	I8 EIGHT INPUT MODULE CONFIGU
3	AS0074-000	AS0074-000 RM OUTPUT FINL ASSY
4	STAR-BAT	BATTERY PACK ISTAR I
50	GI-6644	ADI EOL RESISTORS FOR ISTAR
MSC - 2 Doors Added:		
2	920PTNNEK00000	RDR, RP40, MULTICLASS, SE REV
2	T.REX-LT	T-REX NO PIEZO
2	1045W-N-SS	INDUS SURF MNT CONT W/WIRE LEA
1	USTAR008	ISTAR ULTRA,8 RDRS,W/ ENCL
1	PSX-150-E1	PSX 150W PSU W/E1 ENCL,14x12
1	AL600ULX	12VDC OR24VDC AT 6AMP UL LISTE
2	2081-9274	BATTERY 10AH
	PM LAB	PROJECT/CONSTRUCTION MGMT
	TECH LAB	TECHNICAL SERVICE
De Pere MSC 2 Dr Add		
	DPINSTAL	FAITH CABLE - INSTALL
	DPSUB	LA FORCE STRIKE INSTALL

Total net selling price, FOB shipping point, \$37,339.00

Comments

This quote is to upgrade the existing obsolete ISC cabinets (the legacy ISecure Access Control controllers), to CCure 9000 IStar Ultra SE controllers. This is done in the form of "retrofit" kits which essentially replace the "guts" of the ISC with a new CPU board and card reader boards and special mounting brackets manufactured specifically for the ISC boxes. This allows the upgrade to happen

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Johnson Controls Quotation

Comments (continued)

without disrupting the existing inbound conduit.

The proposal includes the (4) retrofit kits for the (4) remaining ISC panels on the De Pere system. One ISC was upgraded to an IStar Pro previously.

IStar Ultra SE allows the panel to operate in "pro" mode so it can communicate with your existing software. Once upgraded to v2.6 software, the panels can be changed to Ultra mode. This lets us do this upgrade without significant downtime of readers.

The quote includes a one year Software Service Agreement. The existing agreement expires in September. REVISED 7/26/2017... SSA will be quoted and purchased separately, prior to the panel upgrade. A valid SSA is required at the time of the upgrade.

A server provided by The City of De Pere will need to meet CCure 9000 Series N software's minimum hardware requirements. If De Pere plans to increase their overall card reader count to >64, we can revise the quote to upgrade the Series N software to Series P. Technical labor is included to assist De Pere IT with the upgrade to a new server.

Applicable taxes not included. Work to be done during normal business hours.

REVISED 6/18/2018: This quote now includes an IStar Ultra 8 Reader Controller for the MSC, and the addition of two doors at MSC. The existing IStar Edge 2 Reader Controller will be turned back to De Pere IT for use with future readers at locations TBD (not included).

To proceed with the project, please send a signed copy of this quote to snielson@simplexgrinnell.com.

Sincerely,

Scott Nielson
920-883-9309 Cell

Attachment: De Pere Door Access Controller Upgrade with MSC Readers 6-18-2018 (7308 : Reso #18-79 Authorizing Agreement for

TERMS AND CONDITIONS (Rev. 4/18)

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way

of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for

approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT COMPONENTS OR PARTS THAT ARE BELOW GRADE BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company adequate space for storage and handling of materials, light water, heat, heat tracing, electrical service, local telephone watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. Excavation. In the event the Work includes excavation. Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas

available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work,

Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Backcharges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in

protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or no Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the



amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

27. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement,

together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388 AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State TX Texas Commission on Private Security, 5805 N. Lamar Blvd. Austin, 78752-4422, 512-424-7710 License numbers available at www.jci.com or contact your local Johnson Controls office.

Offered By:
Johnson Controls Fire Protection LP License#:

1941 Holmgren Way
GREEN BAY, WI 54304-4514

Telephone: (920) 494 8741

Representative: _____

Accepted By: (Customer)

Company: _____

Address: _____

Signature: _____

Title: _____

P.O.#: _____

Date: _____

CITY OF DE PERE

MEMO

TO: Mayor Michael J. Walsh
 Finance/Personnel Committee Members
 Judith Schmidt-Lehman, City Attorney

FROM: Steve Massey, City IT Administrator

DATE: August 6, 2018

RE: Approval of Johnson Controls Quotation to Upgrade the Door Access Controllers

The door access controllers allow secure card access to City Hall, Community Center, Fire Station 1, Fire Station 2, Municipal Service Center and Police Department. 4 of the 6 existing door access controllers were “end of life” status a few years ago and need to be upgraded. If we experience a failed controller we will need to find a used controller from somewhere like eBay as the controllers can no longer be purchased from our support vendor. This would result in having to come up with a manual method of secure door access until a used controller could be procured and installed which may take 3-5 days. This is also preventing upgrading the server infrastructure to a current operating system. The server infrastructure is used for programing the controllers and logging door access. SimplexGrinnell, A Johnson Controls Company has been providing door access control services to the City of De Pere for the past 15+ years.

Staff is seeking the approval of 2 Johnson Controls quotations as follows:

1. 1 year CCure 9000 Software Support Agreement (SSA) – CCure 9000 is software used for programing the controllers and logging door access. The City of De Pere has renewed the SSA annually each of the last 2 years. The SSA is required before the door access controllers can be upgraded. The cost of the SSA is \$1,588. This will be funded by IT Operating Supplies that were approved in the 2018 Adopted Budget.
2. Door Access Controller Upgrade – The upgrade includes the replacement of 4 obsolete door access controllers. 2 controllers are located at City Hall, 1 at the Community Center and 1 at Fire Station 2. The upgrade also includes the replacement of 1 controller at the Municipal Service Center and the installation of 2 secure access doors. The cost of the door access controller upgrade is \$37,339. \$31,000 will be funded by IT Capital Projects that were approved in the 2018 Adopted Budget. \$6,500 will be funded by Public Works Capital Projects that were approved in the 2018 Adopted Budget.

City Attorney Judith Schmidt-Lehman is working with Johnson Controls in an effort to have Terms and Conditions contract language concerns addressed. The memo containing the contract language concerns has been attached to the agenda item.

If you have any questions or concerns, please let me know.

SDM

Attachment

J:\IT\Project\Door Security\Approval of Johnson Controls Quotation to Upgrade the Door Access Controllers.docx

Attachment: Mayor & Finance - Approval of Johnson Controls Quotation to Upgrade the Door Access Controllers (7308 : Reso #18-79

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #18-80 Authorizing Agreement with Schenck (Water Rate Study).

This was approved unanimously at the August 14th Finance/Personnel Committee Meeting.

ATTACHMENTS:

- Reso18-80 (DOCX)
- Exhibit A - City of De Pere Water Rate Study-2018 (PDF)
- Schenck Water Utility Rate Study Agreement-8-15-18-169-002-07 (PDF)
- Water Rate Study Memo-August 8, 2018 (DOC)

RESOLUTION #18-80

AUTHORIZING AGREEMENT WITH SCHENCK
(WATER RATE STUDY)

WHEREAS, the City wishes to retain the services of a certified public accounting firm to prepare and present a water rate study to the Public Service Commission of Wisconsin ("PSC"); and

WHEREAS, Schenck has available and offers to provide personnel necessary to accomplish the required water rate study services within the required time frame.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute such Agreement For Water Utility Rate Study Services Between the City of De Pere and Schneck, S.C., attached and incorporated as Exhibit 1.

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 21st day of August, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso18-80 (7315 : Reso #18-80 Authorizing Agreement with Schneck (Water Rate Study).)



August 8, 2018

City of De Pere
Joe Zegers, Finance Director
335 S. Broadway
De Pere, WI 54115

Thank you for inviting Schenck to submit this proposal to perform a water utility rate study for the City of De Pere, Wisconsin. Our knowledge of the City, its cost structure, capital costs and customers will allow us to perform this study efficiently and effectively for the City.

Staff Qualifications

We've assembled a team of experienced professionals to meet your needs.

Team member	Title	Role	Contact information
David Maccoux	Shareholder	Oversee and assist with completion of rate study	920-455-4114 david.maccoux@schencksc.com
Scott Sternhagen	Senior Manager	Management of rate study	920-455-4132 scott.sternhagen@schencksc.com
Dan Fochs	Senior Accountant		920-455-4298 dan.fochs@schencksc.com
Kyle Pockat	Supervisor		920-455-4228 kyle.pockat@schencksc.com

Work plan & timeline

Based on our understanding of your needs, following is an outline of the timing of our work. In our initial planning meeting with you, we will discuss this timeline in greater detail and make adjustments as appropriate to meet your schedule.

August, 2018
Develop listing of information needed
September – October 2018
Completion of rate study, including scheduled meetings with City personnel
Development of draft rate study
Meeting with committee, presentation with findings and recommendation, and finalization of rates
As determined by the PSC, Estimated to be 4 th quarter of 2018
Rates become effective

City of De Pere, Wisconsin
 Page 2
 August 8, 2018

Proposed Fees

Schenck follows a "no surprise" billing policy. For any requests outside the scope of the services we are proposing, we will provide you with an estimate for your approval before beginning additional work. Our fees for the water rate study will be \$6,000 - \$8,000.

We appreciate this opportunity, and look forward to working with you on this project.

Sincerely,



Scott Sternhagen, CPA
 Senior Manager

RESPONSE:

This letter correctly sets forth the understanding of the City of De Pere.

By: _____
 Title: _____
 Date: _____

**AGREEMENT FOR WATER UTILITY RATE STUDY SERVICES
BETWEEN THE CITY OF DE PERE AND SCHENCK, S.C.**

THIS AGREEMENT, made and entered into on this ____ day of _____ 2018, by and between the City of De Pere, a Wisconsin Municipal Corporation (“City”), and Schenck, S.C., a Wisconsin Service Corporation (“Contractor”):

WITNESSETH

WHEREAS, the City wishes to retain the services of a certified public accounting firm to prepare and present a water rate study to the Public Service Commission of Wisconsin (“PSC”);

WHEREAS, the Contractor has available and offers to provide personnel necessary to accomplish the required water rate study services within the required timeframe.

NOW THEREFORE, upon the mutual covenants and promises contained herein, City and Contractor agree as follows:

I. DESCRIPTION OF SERVICES

City and Contractor agree that the services to be provided by Contractor shall consist of preparing and presenting to the PSC a water rate study for the City. If, during the course of performing the work, City and Contractor agree that it is necessary to make changes in the services as described, such changes will be incorporated into this Agreement by written amendment.

II. OWNERSHIP OF DOCUMENTS

Spreadsheets, workbooks, worksheets and all other documents created by Contractor in the performance of this Agreement, including those in electronic form, shall be deemed the property of City and Contractor shall not be considered the author or owner of any such document nor shall the Contractor retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Contractor agrees to and hereby does assign and transfer to City all rights, title, and other interests in such documents, which rights shall include copyright, trademark, or patent rights therein, unless City fails to pay Contractor for such drawings, specifications, or other documents, in which case the ownership and all rights shall revert to the Firm.

In addition to providing documents in the printed form (also known as hard copies), Contractor shall provide to City these documents in electronic form such as Microsoft Word or Excel at no additional cost to City.

Contractor acknowledges that City is a Wisconsin municipality and that, as the City’s Contractor, Wis. Stats. §19.36(3) applies to it. Pursuant to those statutory

provisions, records produced by Contractor pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Contractor agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Contractor as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format.

III. CONFIDENTIALITY OF INFORMATION

Contractor understands that, during the course of work under this contract, Contractor may become privy to confidential information of City. Contractor shall maintain the confidentiality of all information specifically designated confidential by owner unless withholding such information would violate the law; create a significant harm to the public, or create a risk of significant harm to the public.

IV. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in the completion of the services. As such, the Contractor shall use best efforts to comply with the work plan and timeline found in the August 8, 2018 proposal, attached hereto as Exhibit A. Should Contractor encounter any circumstances which, in its opinion, will delay meeting such timelines, Contractor shall immediately notify the City, in writing, of the reason for the delay and the anticipated length for the delay. Contractor shall endeavor to use its best efforts to complete the necessary work as soon as practicable after the circumstances surrounding the delay have been corrected, removed or no longer exist.

V. COMPENSATION

For the services as described herein, the City agrees to pay, and the Contractor agrees to accept, compensation in accordance with that outlined in Exhibit A. Compensation for additional services, if any, shall be as agreed upon by the City and Contractor and set forth in written addendum to this Agreement.

VI. RESPONSIBILITY OF CONTRACTOR

- A. Contractor is employed to render professional services, and payments made to the Contractor are compensation for such services rendered and recommendations made in carrying out the work. The Contractor shall follow all standards of the practice of certified public accounting in making findings, opinions, factual presentations, and professional advice and recommendations.
- B. Contractor shall make known, in writing, to the City Administrator any practice or procedures employed by the City of De Pere which deviate in any manner from usual and customary certified public accounting practices.

VII. SUBCONTRACTS

The Contractor shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this Agreement. The Contractor shall be responsible to the City for the actions of persons and firms performing subcontract work.

VIII. ASSIGNMENT

This Agreement is binding on the successors and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Contractor without the prior written consent of the other.

IX. INTEGRATION

This Agreement, including Exhibit A, represents the entire understanding of the City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

X. INSURANCE

A. The Contractor shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Contractor. The limit of liability shall be \$1,000,000 or the total Contractor's fee on the project, whichever is greater.

B. Proof of Insurance. The Contractor shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Contractor meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Contractor's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin.

XII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Contractor may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender, to those persons identified below.

In the event of termination, the Contractor shall perform such additional work as is necessary for the orderly filing of documents. The additional time for organizing and filing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Contractor shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

XIII. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:
City of De Pere
Attn: Lawrence Delo, City Administrator
335 South Broadway Street
De Pere, WI 54115

If to Contractor:
 Schenck, S.C.
 Attn: Scott Sternhagen, CPA
 2200 Riverside Drive
 P.O. Box 23819
 Green Bay, WI 54305-3819

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

SCHENK, S.C.
 By:

CITY OF DE PERE
 By:

 Name: Scott Sternhagen, CPA
 Title: Senior Manager

 Michael J. Walsh, Mayor

 Name:
 Title:

 Shana D. Ledvina, Clerk-Treasurer

J:\Law\Agreements\2018\Schenck Water Utility Rate Study Agreement-8-15-18-169-002-07.doc

To: Honorable Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee
From: Joe Zegers, Finance Director
RE: Water Utility Rate Study
Date: August 9, 2018

I have attached a proposal from Schenck (the City's auditing firm) to perform a water utility rate study for the City of De Pere. Our last water rate study occurred in the Spring of 2011 and was also conducted by them. The study would review the adequacy and make-up of our current rates for the water utility and determine the appropriate rates moving forward to ensure the appropriate cash flow and financial stability of the water utility for the future. The study would occur this fall and effect rate changes starting either late 2018 or early 2019 depending on how quickly Public Service Commission staff can complete their review of the study. As a reminder, since the water utility is regulated by the Public Service Commission, they will have final authority over the new rates as well as their effective date.

I am requesting approval of the proposal as the amount is reasonable and they are very familiar with the City's financial structure and operations. The estimated fee of \$6,000 - \$8,000 varies due to the amount of time needed to answer any possible questions from the Public Service Commission staff and would be paid from the water utility fund. For your information the cost for the last study by Schenck in 2011 was \$5,200. Thank you for your consideration of this matter and please call or email me if you have any questions and I will also be available for questions at the August 14th, 2018 Finance Committee meeting.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #18-81, Authorizing and Providing for the Sale and Issuance of \$2,600,000 General Obligation Promissory Notes, Series 2018A, and All Related Details.

ATTACHMENTS:

- Reso18-81 (DOCX)

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

August 21, 2018

Resolution No.: 18-81

**A Resolution Authorizing and Providing for the Sale and Issuance of
\$2,600,000 General Obligation Promissory Notes, Series 2018A,
and All Related Details**

RECITALS

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

1. The Issuer is in need of funds to finance software upgrades; improvements to municipal buildings, purchase of a vehicle for the police department; installation of street lighting; purchase of replacement equipment for the public works and parks departments; improvements to park buildings; and construction, improvements, and maintenance to streets and sidewalks (collectively, the “**Project**”).

2. On July 17, 2018, the Governing Body adopted an initial resolution authorizing the issuance of general obligation promissory notes of the Issuer in the principal amount of approximately \$2,680,000 for the purposes of the Project (the “**Initial Resolution**”).

3. The Clerk of the Issuer caused notice of the sale (the “**Notice to Bidders**”) of the City of De Pere, Wisconsin General Obligation Promissory Notes, Series 2018A (the “**Obligations**”) to be given to media typically monitored by potential bidders in the manner and form directed by the Initial Resolution. The Notice to Bidders is made of record in these proceedings, and the Governing Body ratifies the notice.

4. In accordance with the Notice to Bidders and the bidding terms that were included in the document that was used for offering the Obligations for sale by competitive bid (the “**Official Terms of Offering**”), written bids for the sale of the Obligations were received and delivered to the Governing Body.

5. The Governing Body has considered all the bids it received. The Governing Body has decided to accept the bid of _____ (the “**Purchaser**”), or a group that it leads, to purchase the Obligations on the terms specified in the Purchaser’s bid. The Purchaser bid the price of \$_____ for the entire issue of Obligations (the “**Purchase Price**”) and specified that the Obligations maturing on September 1 in the years shown below will bear interest at the respective interest rates shown below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2019	\$240,000	_____%	2024	\$210,000	_____%
2020	290,000	_____	2025	265,000	_____
2021	245,000	_____	2026	275,000	_____
2022	300,000	_____	2027	280,000	_____
2023	205,000	_____	2028	290,000	_____

6. The Purchaser's bid complies with all terms of the Notice to Bidders and the Official Terms of Offering.

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

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

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In this resolution, the following terms have the meanings given in this section, unless the context clearly requires another meaning.

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

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

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

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

"Debt Service Fund Account" has the meaning set forth in Section 16.

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

“**DTC**” means The Depository Trust Company.

“**Financial Officer**” means the Issuer’s Treasurer.

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

“**Governing Body**” means the Issuer’s Common Council.

“**Initial Resolution**” has the meaning set forth in the recitals to this resolution.

“**Issuer**” means the City of De Pere, Wisconsin.

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

“**Obligations**” means the \$2,600,000 City of De Pere, Wisconsin General Obligation Promissory Notes, Series 2018A, which will be issued pursuant to this resolution.

“**Official Terms of Offering**” has the meaning set forth in the recitals to this resolution.

“**Original Issue Date**” means September 20, 2018.

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

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

“**Purchase Price**” has the meaning given in the recitals to this resolution.

“**Purchaser**” has the meaning given in the recitals to this resolution.

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

“**Recording Officer**” means the Issuer’s Clerk.

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

- (i) The name and address of the registered owner of each Obligation.
- (ii) All transfers of each Obligation.

“**Treasurer**” means the Issuer’s Treasurer.

Section 2. Exhibits.

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

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation promissory notes of the Issuer in the aggregate principal amount of \$2,600,000. The Obligations will be issued pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes to pay the costs of the Project and certain expenses of issuing the Obligations (including printing costs and fees for financial consultants, bond counsel, fiscal agent, rating agencies, insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named “City of De Pere, Wisconsin General Obligation Promissory Notes, Series 2018A.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

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

The Obligations will bear interest from the Original Issue Date. Interest will be payable semiannually on each March 1 and September 1, beginning on March 1, 2019, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The Issuer and the Fiscal Agent may treat the person or entity in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2019	\$240,000	_____ %
2020	290,000	_____
2021	245,000	_____
2022	300,000	_____
2023	205,000	_____
2024	210,000	_____
2025	265,000	_____
2026	275,000	_____
2027	280,000	_____
2028	290,000	_____

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

Section 5. Fiscal Agent.

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

Section 6. Appointment of Depository.

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

Section 7. Book-Entry System.

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

The Issuer may decide on any date not to maintain the Obligations in a Book-Entry System. If the Issuer decides not to maintain a Book-Entry System, then it will do the following:

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of \$5,000 or any multiple thereof in the

aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.

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

Section 8. Redemption.

The Obligations maturing on and after September 1, 2026 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 2025 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 in accordance with Sections 9 and 10 hereof.

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

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

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

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

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

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

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

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

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

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

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

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

Partial Redemptions. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than all the principal amount of a particular Obligation is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

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

Section 11. Form of Obligations.

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

Section 12. Execution of Obligations.

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

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

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

Section 13. Continuing Disclosure.

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

Section 14. Sale of Obligations.

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

The Financial Officer is directed to comply with the terms of the Official Terms of Offering with respect to any good-faith deposit requirements.

The officers of the Issuer are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Official Terms of Offering, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price as required by the Official Terms of Offering.

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

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 15. General Obligation Pledge; Tax Levy.

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

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

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2018	\$ _____	2023	\$ _____
2019	_____	2024	_____
2020	_____	2025	_____
2021	_____	2026	_____
2022	_____	2027	_____

Section 16. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the “**Debt Service Fund Account**”), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the date of delivery of the Obligations and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and

used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in and kept by the Treasurer in a separate fund. The fund shall be designated with both the name of the Obligations and the name Borrowed Money Fund (herein referred to as the “**Borrowed Money Fund**”). Money in the Borrowed Money Fund, including any earnings, shall be (a) used to pay the costs of the Project and issuing the Obligations, or (b) transferred to the Debt Service Fund Account as provided by law.

Section 18. Official Statement.

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

Section 19. Publication of Notice.

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

Section 20. Authorization of Officers.

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

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer’s custody or control or as are otherwise known to the officer.

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

Section 21. Qualified Tax-Exempt Obligations.

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

Section 22. Tax Law Covenants.

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

Section 23. Further Authorization.

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

Section 24. Conflict with Prior Acts.

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

Section 25. Severability of Invalid Provisions.

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

[Signature Page Follows]

Section 26. Effective Date

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

Adopted: August 21, 2018

Approved: August ___, 2018

Mayor

Clerk

EXHIBIT A
FORM OF OBLIGATION

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

STATE OF WISCONSIN
CITY OF DE PERE

Registered

No. R-____

\$_____

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2018A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	September 1, 20__	September 20, 2018	241361 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF DE PERE, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is payable semiannually on March 1 and September 1, beginning on March 1, 2019, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$2,600,000, all of like tenor, except as to denomination, interest rate, and maturity date, issued by the Issuer pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, and is authorized by (1) an initial resolution adopted by the governing body of the Issuer on July 17, 2018 and (2) the resolution duly adopted by the governing body of the Issuer on August 21, 2018, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of \$2,600,000 General Obligation Promissory Notes, Series 2018A, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered notes.

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

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

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

The Obligations maturing on or after September 1, 2026 are subject to redemption before their stated maturity dates, at the Issuer’s option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 2025 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 as set forth below.

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

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

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

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

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

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

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

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

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

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the

Obligations to be redeemed. If less than all the principal amount of a particular Obligation is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

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

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

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

CITY OF DE PERE, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

Certificate of Authentication

Dated: August ____, 2018

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

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

Attachment: Reso18-81 (7313 : Reso #18-81 Authorizing and Providing for the Sale and Issuance of \$2,600,000 GOPN Series 2018A)

ASSIGNMENT

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

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

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

Dated: _____

Signature Guaranteed

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

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

EXHIBIT B

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

On August 21, 2018, pursuant to Section 67.12(12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of De Pere, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation promissory notes in the principal amount of \$2,600,000. It is anticipated that the closing of this note financing will be held on or about September 20, 2018. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 335 South Broadway Street, De Pere, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

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

Publication Date: August ____, 2018

/s/ Shana D. Ledvina
City Clerk

Attachment: Reso18-81 (7313 : Reso #18-81 Authorizing and Providing for the Sale and Issuance of \$2,600,000 GOPN Series 2018A)

CERTIFICATIONS OF CLERK

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

A Resolution Authorizing and Providing for the Sale and Issuance of \$2,600,000 General Obligation Promissory Notes, Series 2018 and All Related Details

I further certify as follows:

1. **Meeting Date.** On August 21, 2018, a meeting of the Governing Body was held beginning at _____ p.m.
2. **Posting.** On August ____, 2018 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in De Pere, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.
3. **Notification of Media.** On August ____, 2018 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality. The communication specifically referred to the Resolution.
4. **Open Meeting Law Compliance.** The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** The meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

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

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on August ____, 2018, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

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

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate on August ____, 2018.

Clerk

[SEAL]

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #18-82 Authorizing and Providing for the Sale and Issuance of \$5,545,000 General Obligation Community Development Bonds, Series 2018B, and All Related Details.

ATTACHMENTS:

- Reso18-82 (DOCX)

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

August 21, 2018

Resolution No. 18-82

**A Resolution Authorizing and Providing for the Sale and Issuance of
\$5,545,000 General Obligation Community Development Bonds, Series 2018B,
and All Related Details**

RECITALS

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

1. The Issuer needs funds to provide financial assistance to blight elimination, slum clearance, community development, redevelopment, and urban renewal programs and projects under Sections 66.1105, 66.1301 to 66.1329, and 66.1331 to 66.1337 of the Wisconsin Statutes, including, but not limited to, planning, construction, and improvements to streets, signage, and storm water system in the City’s Tax Incremental District (“**TID**”) Numbers 9, 10, 11, and 13; developer façade grants in TID Numbers 7 and 9; and a developer grant in TID Number 11 (collectively, the “**Project**”).

2. On July 17, 2018, the Governing Body adopted an initial resolution authorizing the issuance of general obligation community development bonds of the Issuer in a principal amount not to exceed \$5,715,000 for the purposes of the Project (the “**Initial Resolution**”), directing the publication of notice of the adoption of the Initial Resolution, and authorizing the sale of said bonds.

3. The Clerk of the Issuer caused notice of the following actions:

- (i) *Notice of the adoption of the Initial Resolution.* Notice of the adoption of the Initial Resolution was given by publication in the Issuer’s official newspaper on July 20, 2018 in the manner and form directed by the Initial Resolution.
- (ii) *Notice of the sale of the Obligations.* Notice of the sale (the “**Notice to Bidders**”) of the \$5,545,000 City of De Pere, Wisconsin General Obligation Community Development Bonds, Series 2018B (the “**Obligations**”) was given to media typically monitored by potential bidders in the manner and form directed by the Initial Resolution.

These notices are made of record in these proceedings, and the Governing Body ratifies the notices.

4. No sufficient petition for referendum on the question of the adoption or effectiveness of the Initial Resolution or the issuance of the Obligations has been filed with the Clerk of the Issuer within 30 days after the date on which the Initial Resolution was adopted.

5. In accordance with the Notice to Bidders and the bidding terms that were included in the document that was used for offering the Obligations for sale by competitive bid (the “**Official Terms of Offering**”), written bids for the sale of the Obligations were received and delivered to the Governing Body.

6. The Governing Body has considered all the bids it received. The Governing Body has decided to accept the bid of _____. (the “**Purchaser**”), or a group that it represents, to purchase the Obligations on the terms specified in the Purchaser’s bid. The Purchaser bid the price of \$_____ (the “**Purchase Price**”), plus any accrued interest, for the entire issue of Obligations and specified that the Obligations maturing on September 1 in the years shown below will bear interest at the respective interest rates shown below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2019	\$155,000	_____ %	2027	\$415,000	_____ %
2020	160,000	_____	2028	450,000	_____
2021	200,000	_____	2029	470,000	_____
2022	265,000	_____	2030	500,000	_____
2023	320,000	_____	2031	540,000	_____
2024	325,000	_____	2032	570,000	_____
2025	350,000	_____	2033	445,000	_____
2026	380,000	_____			

7. The Purchaser’s bid complies with all terms of the Notice to Bidders and the Official Terms of Offering.

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

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

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the terms defined above, capitalized terms not otherwise defined herein shall have the meanings set forth below, unless the context clearly requires another meaning.

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

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

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

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

“**Debt Service Fund Account**” has the meaning set forth in Section 16 hereof.

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

“**DTC**” means The Depository Trust Company.

“**Financial Officer**” means the Treasurer.

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

“**Governing Body**” has the meaning set forth in the recitals to this resolution.

“**Initial Resolutions**” has the meaning set forth in the recitals to this resolution.

“**Issuer**” means the City of De Pere, Wisconsin.

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

“**Official Terms of Offering**” has the meaning set forth in the recitals to this resolution.

“**Obligations**” means the \$5,545,000 City of De Pere, Wisconsin General Obligation Community Development Bonds, Series 2018B, which will be issued pursuant to this resolution.

“**Original Issue Date**” means September 20, 2018.

“**Project**” has the meaning set forth in the recitals to this resolution.

“**Purchase Agreement**” means the purchase contract entered into between the Issuer and the Purchaser evidencing the purchase of the Obligations as described in Section 14.

“**Purchase Price**” has the meaning set forth in the recitals to this resolution.

“**Purchaser**” has the meaning set forth in the recitals to this resolution.

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

“**Recording Officer**” means the Issuer’s Clerk.

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

- (i) The name and address of the owner of each Obligation.
- (ii) All transfers of each Obligation.

“**Treasurer**” means the Issuer’s Treasurer.

Section 2. Exhibits.

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

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation community development bonds of the Issuer in the principal amount of \$5,545,000. The Obligations will be issued pursuant to the provisions of Chapter 67 of the Wisconsin Statutes and the authority granted by the adoption of the Initial Resolution to pay the costs of the Project and issuing the Obligations (including, but not limited to, printing costs and fees for underwriting,

financial consultants, bond counsel, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named “City of De Pere, Wisconsin General Obligation Community Development Bonds, Series 2018B.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

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

The Obligations will bear interest from the Original Issue Date. Interest will be due and payable on each March 1 and September 1, beginning on March 1, 2019, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

<u>Principal</u> <u>Maturity Date</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Principal</u> <u>Maturity Date</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2019	\$155,000	_____ %	2027	\$415,000	_____ %
2020	160,000	_____	2028	450,000	_____
2021	200,000	_____	2029	470,000	_____
2022	265,000	_____	2030	500,000	_____
2023	320,000	_____	2031	540,000	_____
2024	325,000	_____	2032	570,000	_____
2025	350,000	_____	2033	445,000	_____
2026	380,000	_____			

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

Section 5. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency

agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 6. Appointment of Depository.

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

Section 7. Book-Entry System.

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

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

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.
- (ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 8. Redemption.

The Obligations maturing on or after September 1, 2027 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 2026 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 in accordance with Sections 10 and 11 hereof[, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption].

[The Term Bonds are also subject to mandatory partial redemptions prior to their stated maturity dates by operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund Redemption Date**”), the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Bonds:

Term Bonds Maturing September 1, 20

<u>Sinking Fund Redemption Date (September 1)</u>	<u>Principal Amount To be Redeemed</u>
20____	\$_____
20____	_____
20____ (Stated Maturity)	_____

Term Bonds Maturing September 1, 20

<u>Sinking Fund Redemption Date (September 1)</u>	<u>Principal Amount To be Redeemed</u>
20____	\$_____
20____	_____
20____ (Stated Maturity)	_____

The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Bonds to be redeemed will be selected in accordance with Sections 9 and 10 hereof, and the Issuer will give notice of the redemption in the manner stated in said sections.].

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

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

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

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

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

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

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

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

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

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

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

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

Partial Redemptions. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be

redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

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

Section 11. Form of Obligations.

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

Section 12. Execution of Obligations.

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

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

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

Section 13. Continuing Disclosure.

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

Section 14. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the Purchase Agreement signed and presented by the Purchaser. The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to effect the closing for the Obligations.

The Financial Officer is directed to comply with the terms of the Official Terms of Offering with respect to any good-faith deposit requirements.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Official Terms of Offering, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Official Terms of Offering.

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

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 15. General Obligation Pledge; Tax Levy.

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

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

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2018	\$ _____	2026	\$ _____
2019	_____	2027	_____
2020	_____	2028	_____
2021	_____	2029	_____
2022	_____	2030	_____
2023	_____	2031	_____
2024	_____	2032	_____
2025	_____		

Section 16. Debt Service Fund Account.

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

Section 17. Borrowed Money Fund.

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

Section 18. Official Statement.

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

Section 19. Publication of Notice.

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

Section 20. Authorization of Officers.

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

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

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

Section 21. Qualified Tax-Exempt Obligations.

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

Section 22. Tax Law Covenants.

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

Section 23. Further Authorization.

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

Section 24. Conflict with Prior Acts.

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

Section 25. Severability of Invalid Provisions.

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

Section 26. Resolution Effective upon Adoption and Approval.

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

* * * * *

Adopted: August 21, 2018

Approved: August __, 2018

Mayor

Clerk

Attachment: Reso18-82 (7312 : Resolution #18-82 Authorizing and Providing for the Sale and Issuance of \$5,545,000 GOCD Bonds)

EXHIBIT A

FORM OF OBLIGATION

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

STATE OF WISCONSIN
CITY OF DE PERE

No. R-_____ Registered
\$ _____

GENERAL OBLIGATION COMMUNITY DEVELOPMENT BOND, SERIES 2018B

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	September 1, 20__	September 20, 2018	241361 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF DE PERE, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe, and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each March 1 and September 1, beginning on March 1, 2019, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of bonds (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$5,545,000, all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and is authorized by (1) an initial resolution adopted by the governing body of the Issuer on July 17, 2018 to provide financial assistance to blight elimination, slum clearance, community development, redevelopment, and urban renewal programs and projects under Sections 66.1105, 66.1301 to 66.1329, and 66.1331 to 66.1337 of the Wisconsin Statutes, including, but not limited to, planning, construction, and improvements to streets, signage, and storm water system in the City’s Tax Incremental District (“**TID**”) Numbers 9, 10, 11, and 13; developer façade grants in TID Numbers 7 and 9; and a developer grant in TID Number 11; and (2) the resolution duly

adopted by the governing body of the Issuer on August 21, 2018, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of \$5,545,000 General Obligation Community Development Bonds, Series 2018B, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered bonds.

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

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

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

The Obligations maturing on or after September 1, 2027 are subject to redemption before their stated maturity dates, at the Issuer’s option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 2026 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 as set forth below[, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select

the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.]

[The Obligations maturing on September 1 in the years 20__ and 20__ (collectively, the “**Term Bonds**”) are also subject to mandatory partial redemptions prior to their stated maturity dates, by operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund Redemption Date**”) the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Bonds:

Term Bonds Maturing September 1, 20__

<u>Sinking Fund Redemption Date (September 1)</u>	<u>Principal Amount To be Redeemed</u>
20__	\$ _____
20__	_____
20__ (Stated Maturity)	_____

Term Bonds Maturing September 1, 20__

<u>Sinking Fund Redemption Date (September 1)</u>	<u>Principal Amount To be Redeemed</u>
20__	\$ _____
20__	_____
20__ (Stated Maturity)	_____

The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Bonds to be redeemed will be selected in the manner set forth below, and the Issuer will give notice of the redemption in the manner described below].

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF DE PERE, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

Certificate of Authentication

Dated: September __, 2018

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

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

Attachment: Reso18-82 (7312 : Resolution #18-82 Authorizing and Providing for the Sale and Issuance of \$5,545,000 GOCD Bonds)

ASSIGNMENT

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

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

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

Dated: _____

Signature Guaranteed

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

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

EXHIBIT B

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

On August 21, 2018, pursuant to Chapter 67 of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of De Pere, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation community development bonds in the principal amount of \$5,545,000. It is anticipated that the closing of this bond financing will be held on or about September 20, 2018. A copy of all proceedings had to date with respect to the authorization and sale of said bonds is on file and may be examined in the office of the City Clerk, at 335 South Broadway Street, De Pere, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

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

Publication Date: August ____, 2018

/s/ Shana D. Ledvina
City Clerk

Attachment: Reso18-82 (7312 : Resolution #18-82 Authorizing and Providing for the Sale and Issuance of \$5,545,000 GOCD Bonds)

CERTIFICATIONS BY CLERK

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

A Resolution Authorizing and Providing for the Sale and Issuance of \$5,545,000 General Obligation Community Development Bonds, Series 2018B, and All Related Details

I further certify as follows:

1. **Meeting Date.** On August 21, 2018, a meeting of the Governing Body was held beginning at _____ p.m.
2. **Posting.** On August ___, 2018 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in De Pere, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.
3. **Notification of Media.** On August ___, 2018 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media that have filed a written request for such notice and to the official newspaper of the Municipality, if any. The communication specifically referred to the Resolution.
4. **Open Meeting Law Compliance.** The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** The meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ___ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ___ of the Governing Body members voted Aye, ___ voted Nay, and ___ Abstained.

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

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on August __, 2018, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

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

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate as of August __, 2018.

Clerk

[SEAL]

Attachment: Reso18-82 (7312 : Resolution #18-82 Authorizing and Providing for the Sale and Issuance of \$5,545,000 GOCD Bonds)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 8-21-18 VOUCHERS (PDF)

8/14/2018 2:31 PM

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6426	ACL I-A6616-201807-0	ACL	R	8/21/2018		124.20CR	086233	124.20
7583	ADVANCE AUTO PARTS I-6339-260233	ADVANCE AUTO PARTS	R	8/21/2018		13.91CR	086234	13.91
6802	ADVANCED DISPOSAL I-B80000633490	ADVANCED DISPOSAL	R	8/21/2018		290.70CR	086235	290.70
0302	AIRGAS USA LLC I-9954797043 I-9954797044 I-9954797045	AIRGAS USA LLC AIRGAS USA LLC AIRGAS USA LLC	R R R	8/21/2018 8/21/2018 8/21/2018		408.41CR 147.15CR 208.52CR	086236 086236 086236	 764.08
7787	ALLEGRA EAST I-79732	ALLEGRA EAST	R	8/21/2018		417.70CR	086237	417.70
1059	AMERICAN PLANNING ASSOCIATION CORP I-341887-1871	AMERICAN PLANNING ASSOCIATION	R	8/21/2018		95.00CR	086238	95.00
2878	ARING EQUIPMENT CO INC C-739088 I-C38555	ARING EQUIPMENT CO INC ARING EQUIPMENT CO INC	R R	8/21/2018 8/21/2018		137.72 4,720.82CR	086239 086239	 4,583.10
7507	DEBORAH ARMBRUSTER I-201808098518	DEBORAH ARMBRUSTER	R	8/21/2018		72.49CR	086240	72.49
5604	AURORA BAYCARE MED CTR LLC I-KY159 I-KY170	AURORA BAYCARE MED CTR LLC AURORA BAYCARE MED CTR LLC	R R	8/21/2018 8/21/2018		104.38CR 1,456.75CR	086241 086241	 1,561.13
4745	AUTOMOTIVE SUPPLY COMPANY I-40924006 I-40924850	AUTOMOTIVE SUPPLY COMPANY AUTOMOTIVE SUPPLY COMPANY	R R	8/21/2018 8/21/2018		91.62CR 65.93CR	086242 086242	 157.55
7788	BACKYARD NATURE PRODUCTS INC I-246888	BACKYARD NATURE PRODUCTS INC	R	8/21/2018		315.00CR	086243	315.00
0442	BADGER LABORATORIES & ENGINEERING I-18-2801	BADGER LABORATORIES & ENGINEER	R	8/21/2018		20.00CR	086244	20.00
0020	BADGERLAND PRINTING INC I-31778 I-31906	BADGERLAND PRINTING INC BADGERLAND PRINTING INC	R R	8/21/2018 8/21/2018		122.25CR 62.00CR	086245 086245	 184.25

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PACKET: 05922 AUG 2018 COUNCIL - 2 8-21-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0023	BATTERIES PLUS LLC							
	I-P3936236	BATTERIES PLUS LLC	R	8/21/2018		74.00CR	086246	
	I-P3939081	BATTERIES PLUS LLC	R	8/21/2018		40.90CR	086246	
	I-P4293235	BATTERIES PLUS LLC	R	8/21/2018		12.15CR	086246	127.05
0027	BAY TOWEL INC							
	I-2660845	BAY TOWEL INC	R	8/21/2018		98.94CR	086247	
	I-2663461	BAY TOWEL INC	R	8/21/2018		163.22CR	086247	
	I-2665304	BAY TOWEL INC	R	8/21/2018		98.94CR	086247	
	I-2669713	BAY TOWEL INC	R	8/21/2018		98.94CR	086247	460.04
0028	BAY VERTE MACHINERY INC							
	I-342307-00	BAY VERTE MACHINERY INC	R	8/21/2018		167.97CR	086248	167.97
6473	BEAVER OF WISCONSIN INC							
	I-97756	BEAVER OF WISCONSIN INC	R	8/21/2018		310.85CR	086249	310.85
5790	BIANEW							
	I-201808148540	BIANEW	R	8/21/2018		30.00CR	086250	30.00
6673	BLUEMEL'S MAINTENANCE SERVICE, INC.							
	I-18-12 (1) FINAL	BLUEMEL'S MAINTENANCE SERVICE,	R	8/21/2018		114,368.40CR	086251	114,368.40
6849	BONGERS, ERIN							
	I-201808098519	BONGERS, ERIN	R	8/21/2018		48.51CR	086252	48.51
3518	WILLIAM C BOYLE							
	I-201808098520	WILLIAM C BOYLE	R	8/21/2018		39.24CR	086253	39.24
7789	STEVE BRADA							
	I-201808098521	STEVE BRADA	R	8/21/2018		4,500.00CR	086254	4,500.00
0037	BROADCAST MUSIC INC							
	I-32629139	BROADCAST MUSIC INC	R	8/21/2018		349.00CR	086255	349.00
0038	BROADWAY AUTOMOTIVE INC							
	I-424060P	BROADWAY AUTOMOTIVE INC	R	8/21/2018		253.56CR	086256	
	I-424105P	BROADWAY AUTOMOTIVE INC	R	8/21/2018		216.21CR	086256	
	I-575294	BROADWAY AUTOMOTIVE INC	R	8/21/2018		275.61CR	086256	
	I-903994	BROADWAY AUTOMOTIVE INC	R	8/21/2018		1,239.18CR	086256	
	I-906607P	BROADWAY AUTOMOTIVE INC	R	8/21/2018		178.78CR	086256	
	I-906827P	BROADWAY AUTOMOTIVE INC	R	8/21/2018		38.65CR	086256	2,201.99

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0039	BROOKS TRACTOR INC I-377398	BROOKS TRACTOR INC	R	8/21/2018		1,431.08CR	086257	1,431.08
2944	BROWN COUNTY JAIL I-201808098522	BROWN COUNTY JAIL	R	8/21/2018		280.00CR	086258	280.00
0044	BROWN COUNTY REGISTER OF DEEDS I-201808098523	BROWN COUNTY REGISTER OF DEEDS	R	8/21/2018		188.00CR	086259	188.00
0536	CDW GOVERNMENT INC I-NMR4130 I-NMW6214 I-NMZ3017 I-NMZ8804	CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC CDW GOVERNMENT INC	R R R R	8/21/2018 8/21/2018 8/21/2018 8/21/2018		728.49CR 2,646.00CR 1,165.22CR 255.45CR	086260 086260 086260 086260	 4,795.16
2708	CLEANING SOLUTION SERVICES INC I-18209 I-18210 I-18212 I-18247 I-18250	CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC	R R R R R	8/21/2018 8/21/2018 8/21/2018 8/21/2018 8/21/2018		1,354.06CR 1,657.49CR 1,349.21CR 57.00CR 250.00CR	086261 086261 086261 086261 086261	 4,667.76
7639	CORE & MAIN LP I-J223955	CORE & MAIN LP	R	8/21/2018		79.44CR	086262	79.44
0217	COUNTRY VISIONS COOPERATIVE I-201808108524 I-201808138532 I-2598	COUNTRY VISIONS COOPERATIVE COUNTRY VISIONS COOPERATIVE COUNTRY VISIONS COOPERATIVE	R R R	8/21/2018 8/21/2018 8/21/2018		22.47CR 43.99CR 25.98CR	086263 086263 086263	 92.44
0061	CUMMINS NPOWER, LLC C-21272 I-F4-10821 I-F4-13767	CUMMINS NPOWER, LLC CUMMINS NPOWER, LLC CUMMINS NPOWER, LLC	R R R	8/21/2018 8/21/2018 8/21/2018		100.00 491.12CR 271.92CR	086264 086264 086264	 663.04
6700	DARLEY CO I-17331997 I-17332781 I-17333056 I-17333656	DARLEY CO DARLEY CO DARLEY CO DARLEY CO	R R R R	8/21/2018 8/21/2018 8/21/2018 8/21/2018		48.13CR 529.13CR 751.50CR 1,332.71CR	086265 086265 086265 086265	 2,661.47
5159	DEGROOT INC I-18-02 (2)	DEGROOT INC	R	8/21/2018		331,716.23CR	086266	331,716.23

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0075	DIGGERS HOTLINE INC I-180 7 36401	DIGGERS HOTLINE INC	R	8/21/2018		606.00CR	086267	606.00
7753	ECS MIDWEST LLC I-672710 I-672711 I-672712	ECS MIDWEST LLC ECS MIDWEST LLC ECS MIDWEST LLC ECS MIDWEST LLC	R R R	8/21/2018 8/21/2018 8/21/2018		1,081.30CR 1,782.75CR 1,130.40CR	086268 086268 086268	 3,994.45
0085	EMERGENCY MEDICAL PRODUCTS INC I-2005741	EMERGENCY MEDICAL PRODUCTS INC	R	8/21/2018		333.60CR	086269	333.60
0092	FEAKER & SONS CO INC I-18-11 (2)	FEAKER & SONS CO INC	R	8/21/2018		27,972.28CR	086270	27,972.28
0331	FERGUSON WATERWORKS #1476 INC I-4562545	FERGUSON WATERWORKS #1476 INC	R	8/21/2018		180.85CR	086271	180.85
0200	FIRST SUPPLY LLC I-11203708-00	FIRST SUPPLY LLC	R	8/21/2018		4.48CR	086272	4.48
7167	FRANK'S FEED MILL INC. I-165747	FRANK'S FEED MILL INC.	R	8/21/2018		165.00CR	086273	165.00
3655	FUN EXPRESS LLC I-691223648-01 I-691260320-01	FUN EXPRESS LLC FUN EXPRESS LLC FUN EXPRESS LLC	R R	8/21/2018 8/21/2018		92.76CR 108.78CR	086274 086274	 201.54
5349	GLIME, RYAN I-201808108525	GLIME, RYAN	R	8/21/2018		39.98CR	086275	39.98
2544	GLOBAL RECOGNITION INC I-178307	GLOBAL RECOGNITION INC	R	8/21/2018		50.10CR	086276	50.10
6923	GORDON FLESCH COMPANY INC. I-PR10002315	GORDON FLESCH COMPANY INC.	R	8/21/2018		62.00CR	086277	62.00
5830	GRAEF INC I-98810	GRAEF INC	R	8/21/2018		4,348.80CR	086278	4,348.80
0116	GRAINGER INC I-9854898807 I-9856392403 I-9856637146 I-9859023781	GRAINGER INC GRAINGER INC GRAINGER INC GRAINGER INC	R R R R	8/21/2018 8/21/2018 8/21/2018 8/21/2018		67.84CR 6.05CR 6.05CR 103.16CR	086279 086279 086279 086279	 183.10

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PACKET: 05922 AUG 2018 COUNCIL - 2 8-21-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-9305083397	GRAYBAR ELECTRIC COMPANY INC	R	8/21/2018		661.35CR	086280	
	I-9305208471	GRAYBAR ELECTRIC COMPANY INC	R	8/21/2018		74.56CR	086280	735.91
0124	GREEN BAY CITY TREASURER							
	I-114478	GREEN BAY CITY TREASURER	R	8/21/2018		34,714.75CR	086281	34,714.75
2947	MATTHEW GUTH							
	I-201808108526	MATTHEW GUTH	R	8/21/2018		55.89CR	086282	55.89
4902	HALRON LUBRICANTS INC							
	C-1012623-00	HALRON LUBRICANTS INC	R	8/21/2018		20.00	086283	
	C-1014672-00	HALRON LUBRICANTS INC	R	8/21/2018		20.00	086283	
	I-1011739-00	HALRON LUBRICANTS INC	R	8/21/2018		436.13CR	086283	
	I-1012168-00	HALRON LUBRICANTS INC	R	8/21/2018		545.85CR	086283	
	I-1014419-00	HALRON LUBRICANTS INC	R	8/21/2018		890.95CR	086283	1,832.93
7790	HARD ROCK CONCRETE CUTTERS INC							
	I-18-19A (1) FINAL	HARD ROCK CONCRETE CUTTERS INC	R	8/21/2018		13,035.50CR	086284	13,035.50
7791	HEALTH CARE LOGISTICS INC							
	I-6787623	HEALTH CARE LOGISTICS INC	R	8/21/2018		151.00CR	086285	151.00
7208	HOLIDAY WHOLESALE							
	I-8704721	HOLIDAY WHOLESALE	R	8/21/2018		33.24CR	086286	
	I-8704722	HOLIDAY WHOLESALE	R	8/21/2018		45.51CR	086286	78.75
5484	HYDROCORP INC							
	I-48385-IN	HYDROCORP INC	R	8/21/2018		2,876.00CR	086287	
	I-48569-IN	HYDROCORP INC	R	8/21/2018		2,309.00CR	086287	5,185.00
1399	INDOFF INC							
	I-3133380	INDOFF INC	R	8/21/2018		71.11CR	086288	
	I-3135056	INDOFF INC	R	8/21/2018		150.96CR	086288	
	I-3135081	INDOFF INC	R	8/21/2018		70.61CR	086288	
	I-3136383	INDOFF INC	R	8/21/2018		372.97CR	086288	
	I-3138999	INDOFF INC	R	8/21/2018		19.89CR	086288	685.54
0567	INDUSTRIAL MARKETING CORP							
	I-42226	INDUSTRIAL MARKETING CORP	R	8/21/2018		112.07CR	086289	112.07
7612	JFTCO INC							
	I-C110286	JFTCO INC	R	8/21/2018		14.45CR	086290	14.45

Attachment: 8-21-18 VOUCHERS (7297 : Voucher Approval.)

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PACKET: 05922 AUG 2018 COUNCIL - 2 8-21-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0362	JOHNSON CONTROLS FIRE	PROTECTION LP						
	I-85032991	JOHNSON CONTROLS FIRE PROTECTI	R	8/21/2018		711.00CR	086291	711.00
1276	JX ENTERPRISES INC							
	C-1446447P	JX ENTERPRISES INC	R	8/21/2018		14.45	086292	
	C-1447506P	JX ENTERPRISES INC	R	8/21/2018		3.29	086292	
	I-1442171P	JX ENTERPRISES INC	R	8/21/2018		110.99CR	086292	
	I-1442847P	JX ENTERPRISES INC	R	8/21/2018		3.21CR	086292	
	I-1444980P	JX ENTERPRISES INC	R	8/21/2018		14.45CR	086292	
	I-1445192P	JX ENTERPRISES INC	R	8/21/2018		84.00CR	086292	
	I-1445717P	JX ENTERPRISES INC	R	8/21/2018		28.97CR	086292	
	I-1445784P	JX ENTERPRISES INC	R	8/21/2018		256.92CR	086292	
	I-1446479P	JX ENTERPRISES INC	R	8/21/2018		60.65CR	086292	
	I-1446480P	JX ENTERPRISES INC	R	8/21/2018		3.93CR	086292	
	I-1447019P	JX ENTERPRISES INC	R	8/21/2018		38.99CR	086292	
	I-1447218P	JX ENTERPRISES INC	R	8/21/2018		54.99CR	086292	
	I-1447222P	JX ENTERPRISES INC	R	8/21/2018		33.99CR	086292	
	I-1447360P	JX ENTERPRISES INC	R	8/21/2018		95.97CR	086292	
	I-1447492P	JX ENTERPRISES INC	R	8/21/2018		70.97CR	086292	
	I-1447544P	JX ENTERPRISES INC	R	8/21/2018		11.24CR	086292	
	I-1447729P	JX ENTERPRISES INC	R	8/21/2018		15.32CR	086292	
	I-1447870P	JX ENTERPRISES INC	R	8/21/2018		103.60CR	086292	970.45
VOID	VOID CHECK		V	8/21/2018			086293	**VOID**
3986	KIMPS ACE HARDWARE CORP							
	I-353938	KIMPS ACE HARDWARE CORP	R	8/21/2018		637.50CR	086294	637.50
7792	LYNNE KRUEGER							
	I-201808108527	LYNNE KRUEGER	R	8/21/2018		125.00CR	086295	125.00
3140	KUNDINGER FLUID POWER INC							
	I-50496853	KUNDINGER FLUID POWER INC	R	8/21/2018		27.19CR	086296	
	I-50499013	KUNDINGER FLUID POWER INC	R	8/21/2018		151.50CR	086296	178.69
0154	LAMERS BUS LINES INC							
	I-538822	LAMERS BUS LINES INC	R	8/21/2018		243.98CR	086297	243.98
7158	MICHAEL LINSSSEN							
	I-201808108528	MICHAEL LINSSSEN	R	8/21/2018		88.59CR	086298	88.59
7444	SARA LORNSON							
	I-201808108529	SARA LORNSON	R	8/21/2018		55.88CR	086299	
	I-201808108530	SARA LORNSON	R	8/21/2018		28.89CR	086299	84.77

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PACKET: 05922 AUG 2018 COUNCIL - 2 8-21-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1443	MARTIN SYSTEMS INC							
	I-166729	MARTIN SYSTEMS INC	R	8/21/2018		729.00CR	086300	729.00
0173	MENARDS INC							
	I-31547	MENARDS INC	R	8/21/2018		1.99CR	086301	
	I-31805	MENARDS INC	R	8/21/2018		71.76CR	086301	
	I-31933	MENARDS INC	R	8/21/2018		34.63CR	086301	
	I-31949	MENARDS INC	R	8/21/2018		14.41CR	086301	
	I-31993	MENARDS INC	R	8/21/2018		72.75CR	086301	
	I-32007	MENARDS INC	R	8/21/2018		82.49CR	086301	
	I-32011	MENARDS INC	R	8/21/2018		6.37CR	086301	
	I-32033	MENARDS INC	R	8/21/2018		34.96CR	086301	
	I-32269	MENARDS INC	R	8/21/2018		12.86CR	086301	
	I-32312	MENARDS INC	R	8/21/2018		26.95CR	086301	
	I-32325	MENARDS INC	R	8/21/2018		40.87CR	086301	
	I-32382	MENARDS INC	R	8/21/2018		54.78CR	086301	
	I-32394	MENARDS INC	R	8/21/2018		3.37CR	086301	
	I-32395	MENARDS INC	R	8/21/2018		110.11CR	086301	
	I-32685	MENARDS INC	R	8/21/2018		6.98CR	086301	
	I-32686	MENARDS INC	R	8/21/2018		265.29CR	086301	840.57
VOID	VOID CHECK		V	8/21/2018			086302	**VOID**
7793	CITY OF MENASHA							
	I-201808108531	CITY OF MENASHA	R	8/21/2018		4,569.50CR	086303	4,569.50
0524	MJB INDUSTRIES INC							
	I-5936	MJB INDUSTRIES INC	R	8/21/2018		9,700.00CR	086304	9,700.00
0180	MONROE TRUCK EQUIPMENT INC							
	I-794046	MONROE TRUCK EQUIPMENT INC	R	8/21/2018		254.01CR	086305	
	I-794238	MONROE TRUCK EQUIPMENT INC	R	8/21/2018		33.96CR	086305	287.97
1114	MOTION INDUSTRIES INC							
	I-WI07-410656	MOTION INDUSTRIES INC	R	8/21/2018		16.20CR	086306	16.20
4909	MOTION PICTURE LICENSING CORP							
	I-504163326	MOTION PICTURE LICENSING CORP	R	8/21/2018		584.87CR	086307	584.87
3191	NCI							
	I-AT11927	NCI	R	8/21/2018		49.90CR	086308	
	I-SO11687	NCI	R	8/21/2018		149.20CR	086308	199.10

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PACKET: 05922 AUG 2018 COUNCIL - 2 8-21-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0385	NELSON MACHINE & WELDING CORP							
	I-143519-IN	NELSON MACHINE & WELDING CORP	R	8/21/2018		63.00CR	086309	63.00
0531	NORTHEAST AUTO PARTS INC							
	C-332694	NORTHEAST AUTO PARTS INC	R	8/21/2018		90.96	086310	
	I-332594	NORTHEAST AUTO PARTS INC	R	8/21/2018		205.20CR	086310	
	I-332605	NORTHEAST AUTO PARTS INC	R	8/21/2018		36.49CR	086310	
	I-332606	NORTHEAST AUTO PARTS INC	R	8/21/2018		51.15CR	086310	
	I-332628	NORTHEAST AUTO PARTS INC	R	8/21/2018		230.56CR	086310	
	I-332657	NORTHEAST AUTO PARTS INC	R	8/21/2018		8.97CR	086310	
	I-332664	NORTHEAST AUTO PARTS INC	R	8/21/2018		95.75CR	086310	
	I-332684	NORTHEAST AUTO PARTS INC	R	8/21/2018		108.90CR	086310	
	I-332691	NORTHEAST AUTO PARTS INC	R	8/21/2018		246.89CR	086310	
	I-332695	NORTHEAST AUTO PARTS INC	R	8/21/2018		152.11CR	086310	
	I-332722	NORTHEAST AUTO PARTS INC	R	8/21/2018		17.98CR	086310	
	I-332727	NORTHEAST AUTO PARTS INC	R	8/21/2018		35.40CR	086310	
	I-332737	NORTHEAST AUTO PARTS INC	R	8/21/2018		13.86CR	086310	
	I-332749	NORTHEAST AUTO PARTS INC	R	8/21/2018		44.39CR	086310	
	I-332802	NORTHEAST AUTO PARTS INC	R	8/21/2018		59.99CR	086310	
	I-332855	NORTHEAST AUTO PARTS INC	R	8/21/2018		35.98CR	086310	
	I-332884	NORTHEAST AUTO PARTS INC	R	8/21/2018		41.82CR	086310	
	I-332919	NORTHEAST AUTO PARTS INC	R	8/21/2018		28.87CR	086310	
	I-332942	NORTHEAST AUTO PARTS INC	R	8/21/2018		13.60CR	086310	
	I-332953	NORTHEAST AUTO PARTS INC	R	8/21/2018		110.99CR	086310	
	I-333011	NORTHEAST AUTO PARTS INC	R	8/21/2018		33.21CR	086310	
	I-333016	NORTHEAST AUTO PARTS INC	R	8/21/2018		114.00CR	086310	
	I-333055	NORTHEAST AUTO PARTS INC	R	8/21/2018		179.99CR	086310	1,775.14
VOID	VOID CHECK		V	8/21/2018			086311	**VOID**
3250	NORTHERN LAKE SERVICE							
	I-339121	NORTHERN LAKE SERVICE	R	8/21/2018		1,593.00CR	086312	
	I-339203	NORTHERN LAKE SERVICE	R	8/21/2018		200.00CR	086312	1,793.00
7794	JOY NOWAK							
	I-201808138533	JOY NOWAK	R	8/21/2018		200.00CR	086313	200.00
0187	NSIGHT TELS SERVICES							
	I-201808138534	NSIGHT TELS SERVICES	R	8/21/2018		64.40CR	086314	64.40
1	PAAPE, JAMES M							
	I-201808138535	MAILBOX	R	8/21/2018		64.88CR	086315	64.88

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0197	PACKER CITY INTERNATIONAL INC							
	I-X101089172:01	PACKER CITY INTERNATIONAL INC	R	8/21/2018		34.36CR	086316	
	I-X101091268:01	PACKER CITY INTERNATIONAL INC	R	8/21/2018		409.76CR	086316	
	I-X101091324:01	PACKER CITY INTERNATIONAL INC	R	8/21/2018		68.72CR	086316	
	I-X101091424:01	PACKER CITY INTERNATIONAL INC	R	8/21/2018		224.49CR	086316	737.33
1331	PACKER FASTENER & SUPPLY INC							
	I-397974	PACKER FASTENER & SUPPLY INC	R	8/21/2018		12.80CR	086317	12.80
0525	PETROLEUM EQUIP SERVICE OF WI INC							
	I-141654	PETROLEUM EQUIP SERVICE OF WI	R	8/21/2018		178.00CR	086318	178.00
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-79419	PM SUPPLY - WRIGHT INDUSTRIAL	R	8/21/2018		688.07CR	086319	688.07
0208	POMP'S TIRE SERVICE INC							
	I-90049776	POMP'S TIRE SERVICE INC	R	8/21/2018		84.95CR	086320	
	I-90049834	POMP'S TIRE SERVICE INC	R	8/21/2018		646.20CR	086320	
	I-90049877	POMP'S TIRE SERVICE INC	R	8/21/2018		321.10CR	086320	
	I-90049918	POMP'S TIRE SERVICE INC	R	8/21/2018		32.00CR	086320	
	I-90049960	POMP'S TIRE SERVICE INC	R	8/21/2018		962.10CR	086320	2,046.35
0211	POSITIVE PROMOTIONS							
	I-56923140	POSITIVE PROMOTIONS	R	8/21/2018		333.88CR	086321	333.88
1701	PRAXAIR DISTRIBUTION INC							
	I-83398422	PRAXAIR DISTRIBUTION INC	R	8/21/2018		197.49CR	086322	197.49
6948	RAY'S TIRE							
	I-1001517	RAY'S TIRE	R	8/21/2018		48.00CR	086323	48.00
0225	RED D MIX CONCRETE INC							
	I-68663	RED D MIX CONCRETE INC	R	8/21/2018		129.10CR	086324	129.10
0227	REINDERS INC							
	I-1746105-00	REINDERS INC	R	8/21/2018		51.12CR	086325	
	I-1746902-00	REINDERS INC	R	8/21/2018		37.65CR	086325	
	I-1747312-00	REINDERS INC	R	8/21/2018		500.51CR	086325	589.28
0234	SAINT NORBERT COLLEGE INC							
	I-201808138536	SAINT NORBERT COLLEGE INC	R	8/21/2018		55.00CR	086326	55.00

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7457	SCHROTH WHOLESALE SUPPLY CO INC							
	I-307999	SCHROTH WHOLESALE SUPPLY CO IN	R	8/21/2018		171.70CR	086327	171.70
3234	SHERWIN WILLIAMS							
	I-1305-0	SHERWIN WILLIAMS	R	8/21/2018		187.20CR	086328	
	I-1648-3	SHERWIN WILLIAMS	R	8/21/2018		374.40CR	086328	
	I-1703-6	SHERWIN WILLIAMS	R	8/21/2018		109.00CR	086328	
	I-4558-5	SHERWIN WILLIAMS	R	8/21/2018		665.70CR	086328	
	I-8277-7	SHERWIN WILLIAMS	R	8/21/2018		19.78CR	086328	1,356.08
7762	SMITHGROUP JJR							
	I-132466	SMITHGROUP JJR	R	8/21/2018		18,650.00CR	086329	18,650.00
0999	STAPLES ADVANTAGE							
	I-3383590256	STAPLES ADVANTAGE	R	8/21/2018		496.71CR	086330	
	I-3384139917	STAPLES ADVANTAGE	R	8/21/2018		18.46CR	086330	515.17
7049	SUNBELT RENTALS INC.							
	I-80730150-0001	SUNBELT RENTALS INC.	R	8/21/2018		160.00CR	086331	160.00
5454	TRANSPORT REFRIGERATION INC							
	I-453469-100	TRANSPORT REFRIGERATION INC	R	8/21/2018		13.69CR	086332	13.69
0417	TWEET GAROT MECHANICAL INC							
	I-62953	TWEET GAROT MECHANICAL INC	R	8/21/2018		243.75CR	086333	
	I-63019	TWEET GAROT MECHANICAL INC	R	8/21/2018		11,900.00CR	086333	
	I-63579	TWEET GAROT MECHANICAL INC	R	8/21/2018		3,950.00CR	086333	16,093.75
0416	TWIRL SEWER SERVICE							
	I-25585	TWIRL SEWER SERVICE	R	8/21/2018		226.00CR	086334	226.00
0272	UNIFORM SHOPPE INC							
	I-279384	UNIFORM SHOPPE INC	R	8/21/2018		69.90CR	086335	69.90
1229	UTILITY SALES AND SERVICE INC							
	I-65735-IN	UTILITY SALES AND SERVICE INC	R	8/21/2018		2,555.78CR	086336	2,555.78
7210	VANDEN PLAS SANITATION INC.							
	I-35965	VANDEN PLAS SANITATION INC.	R	8/21/2018		92.70CR	086337	92.70
3707	VIKING ELECTRIC SUPPLY							
	I-S001699673.001	VIKING ELECTRIC SUPPLY	R	8/21/2018		405.02CR	086338	
	I-S001767970.001	VIKING ELECTRIC SUPPLY	R	8/21/2018		51.72CR	086338	456.74

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PACKET: 05922 AUG 2018 COUNCIL - 2 8-21-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1860	WEYERS EQUIPMENT INC I-01-115593	WEYERS EQUIPMENT INC	R	8/21/2018		448.32CR	086339	448.32
3886	WI DEPT OF JUSTICE I-DIB18034702050209	WI DEPT OF JUSTICE	R	8/21/2018		150.00CR	086340	150.00
6469	WI DOCUMENT IMAGING I-38894	WI DOCUMENT IMAGING	R	8/21/2018		507.25CR	086341	507.25
7710	WI HUMANE SOCIETY I-1180	WI HUMANE SOCIETY	R	8/21/2018		502.50CR	086342	502.50
7350	WI MEDIA I-1839732	WI MEDIA	R	8/21/2018		1,313.40CR	086343	1,313.40
5109	WILD BLUE TECHNOLOGIES I-26295-01	WILD BLUE TECHNOLOGIES	R	8/21/2018		41.00CR	086344	41.00
7291	ERIC ZYGARLICHE I-201808148541	ERIC ZYGARLICHE	R	8/21/2018		90.47CR	086345	90.47

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	110	0.00	644,878.11	644,878.11
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	3	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:	113	0.00	644,878.11	644,878.11

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 8-21-18 VOUCHERS (7297 : Voucher Approval.)

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	8/2018	126,597.67CR
201	8/2018	3,059.31CR
208	8/2018	30.30CR
211	8/2018	315.00CR
260	8/2018	4,348.80CR
293	8/2018	1,228.40CR
405	8/2018	490,617.43CR
415	8/2018	2,068.58CR
601	8/2018	10,918.63CR
650	8/2018	5,693.99CR
=====		
ALL		644,878.11CR

Attachment: 8-21-18 VOUCHERS (7297 : Voucher Approval.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 08-21-18 (PDF)

CITY OF DE PERE
License Committee - August 21, 2018

Previously Tabled Operator License Applications	
1	KLINE, CHARLES P.
2	MARTENS, MORGAN R.
3	MORRIS, KAITLYN O.
4	PATEL, JABESH N.

New Operator License Applications	
1	ANDERSON, CHRISTY L.
2	BEINING, DANIELLE M.
3	CHRISTJOHN, TESSA M.
4	IVES, THOMAS G.
5	JOHNSON, ROBB C.
6	LICHON, KELLY A.
7	MURPHY, ABIGAIL E.
8	PAUSTIAN, NICHOLAS G.
9	WEISSGERBER, RUTH M.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 21, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the Finance/Personnel Committee to Deny the Request of Virginia Huempfner for Deferment of Sidewalk Repair Assessments.

This was tabled at the previous Finance/Personnel Committee Meeting due to the signature on the application not being notarized. The applicant has since had her signature notarized on the document, as you'll see on page three of the application attachment.

This item was denied unanimously at the Finance/Personnel Committee Meeting.

ATTACHMENTS:

- Mayor & F-P _Sidewalk Repair Defer-V Huempfner 7-2018 (DOCX)

MEMORANDUM

TO: Mayor Michael J. Walsh
Finance/Personnel Committee Members

FROM: Judith Schmidt-Lehman, City Attorney

DATE: July 10, 2018 (meeting date)

RE: Request for Deferral of Sidewalk Repair Expenses

As you are aware, the Common Council amended the deferral of special assessments under Section 13-10 De Pere Municipal Code (DPMC) to include sidewalk repair expenses.

The City received an application for deferral of expenses from Virginia Huempfer, who recently received an Order of the Board of Public Works to repair sidewalk adjacent to her property. Under Section 13-10 DPMC, the financial information of the requestor must remain confidential. Therefore, this item is scheduled to be discussed in closed session at the Committee meeting. Any action taken on the request would then be reported out in open session.

If you have any questions or concerns, please let me know.

JSL