



Finance/Personnel Committee

Regular Meeting

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

Agenda

Tuesday, December 13, 2022

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Finance/Personnel Committee** of the City of De Pere will be held on **December 13, 2022 at 7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(312\) 757-3117](tel:+13127573117)

Access Code: 154-883-285

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at <http://deperewi.igmp2.com/>.

Call to Order

1. Roll Call
2. Approval of the Minutes of the November 8, 2022, Regular Meeting of the Finance/Personnel Committee.
3. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Finance/Personnel Committee. §6-3(f) DPMC
4. Consideration and approval of the Fire Department Overtime and LifeQuest Billing Reports for November, 2022.
5. Consideration and Possible Action on the November 2022 Police Overtime Report.
6. Consideration and possible action regarding a planning option request for Parcel WD-D0076 (West Industrial Park)*
7. Consideration and Possible Action on Municipal On-Line Access Agreement with Brown County (Laredo Access to Register of Deeds Documents).*
8. Consideration and Possible Action on Amendments to De Pere Municipal Code Chapter 94 Building and Property Maintenance Code.*
9. Consideration and Possible Action for Approval of IT Cybersecurity Software Contract.*
10. Request of Alderperson Raasch for Consideration and Possible Action to Waive Fees Issued under De Pere Municipal Code Section 74-10 for Destruction of Noxious Weeds at 2348 Indy Court.*

11. Consideration and Possible Action on Recommendation to Approve Updated Agreement with Bellin Health for Onsite Services.*
12. Consideration and Possible Action to Approve the 2023 Classification and Compensation Appeal Recommendation.*
13. Consideration and Possible Action on Recommendation to End Emergency Paid Leave Time for COVID-19 Absences.*
14. Consideration and possible action on the 2021 short term note.*
15. Review and possible action on City of De Pere Investments and Cash Detail report for Oct. 2022.
16. Future agenda items.
17. Adjournment

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

***Items with an asterisk require City Council approval.**

Agenda Sent To:

Alderspersons

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: December 13, 2022

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Approval of the Minutes of the November 8, 2022, Regular Meeting of the Finance/Personnel Committee.

ATTACHMENTS:

- November 8, 2022 Minutes-DRAFT (PDF)



Finance/Personnel Committee

Regular Meeting

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

Draft Minutes

Tuesday, November 8, 2022

7:30 PM

Council Chambers and Virtual

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

Attendee Name	Title	Status	Arrived
Devin Perock	Aldersperson	Present	
Pamela Gantz	Aldersperson	Excused	
James Boyd	Mayor	Present	
Amy Chandik Kunding	Aldersperson	Present	
John Quigley	Aldersperson	Excused	

Also Present: City Administrator Lawrence Delo, Finance Director-Treasurer Joe Zegers, Video Production Specialist Justine Braun (Remote), Public Works Director Scott Thoresen, Police Chief Jeremy Muraski (Remote), Parks, Recreation & Forestry Director Marty Kosobucki (Remote) and members of the public.

2. Approval of the Minutes of the October 11, 2022, Regular Meeting of the Finance/Personnel Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Devin Perock, Aldersperson
AYES:	Devin Perock, James Boyd, Amy Chandik Kunding
EXCUSED:	Pamela Gantz, John Quigley

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

None.

4. Consideration and Approval of Fire Department Overtime and LifeQuest Services Billing Reports for October, 2022.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Devin Perock, Aldersperson
SECONDER:	Amy Chandik Kunding, Aldersperson
AYES:	Devin Perock, James Boyd, Amy Chandik Kunding
EXCUSED:	Pamela Gantz, John Quigley

5. Consideration and Possible Action on the October 2022 Police Overtime Report.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Aldersperson
SECONDER:	James Boyd, Mayor
AYES:	Devin Perock, James Boyd, Amy Chandik Kunding
EXCUSED:	Pamela Gantz, John Quigley

6. Recommendation and Possible Action to Approve Purchase of Digital Juice Subscription.*

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Devin Perock, James Boyd, Amy Chandik Kunding
EXCUSED:	Pamela Gantz, John Quigley

7. Consideration and Approval of Various Credit Limit Increases for City Credit Cards.*

Finance Director-Treasurer Zegers confirmed that the City Attorney is now on the summary of issued city credit cards in the agenda packet. This program was initially approved by the Common Council in 2007, and increased limits have been requested to take advantage of favorable prices and savings from certain vendors such as Amazon, that require credit cards for purchases. The proposed increased credit card limits for impacted departments are shown shaded on the worksheet in the agenda packet. Police requested to remove two department credit cards and reissue four cards to better streamline purchases and track credit card documentation.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Devin Perock, Alderperson
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Devin Perock, James Boyd, Amy Chandik Kunding
EXCUSED:	Pamela Gantz, John Quigley

8. Review and possible action on City of De Pere Investments and Cash Detail report for Sept. 2022.

Finance Director Treasurer Zegers provided a summary of the City's cash and investment accounts for the month ended September 30. The City has \$3.9 million in total cash, with \$3.8 million in the City and Health checking accounts and \$88,000 in Dental.

For the investment accounts, the Local Government Investment Pool (LGIP) account has a balance of \$17.6 million, the Associated Trust account is at \$4.8 million and Schwab is at \$6.1 million.

The City's total cash and investments total \$35.9 million. The LGIP account increased \$7.1 million due to receipt of bond proceeds of \$11.5 million, offset by \$4.5 million for payments of accounts payable and payroll.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Devin Perock, James Boyd, Amy Chandik Kunding
EXCUSED:	Pamela Gantz, John Quigley

9. Future agenda items.

None.

10. Adjournment.

Mayor Boyd made a Motion to adjourn, seconded by Alderperson Perock; upon unanimous vote, the meeting adjourned at 7:38 PM.

Regular Meeting

Tuesday, November 8, 2022

7:30 PM

***Items with an asterisk require City Council approval.**

Respectfully submitted,
Angela Zills



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: December 13, 2022

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Consideration and approval of the Fire Department Overtime and LifeQuest Billing Reports for November, 2022.

ATTACHMENTS:

- FIRE DEPT NOV 2022 OT REPORT (PDF)

DE PERE FIRE RESCUEOVERTIME BREAKDOWN BY REASON FOR THE YEAR 2021

REASON	Jan.*	Feb.**	Mar. ***	Apr.+	May++	June+++	July^	Aug.^^	Sept.^^^	Oct.#	Nov.##	Dec.###	TOTAL
DUTY CREW	33.00	33.00	45.00	48.75	54.00	22.50	78.00	75.00	60.25	33.00	6.00	54.00	542.50
EMS TRAINING	81.25	108.50	123.50	67.00	8.75	25.50	0.00	0.00	94.00	143.25	104.00	113.25	869.00
FIRE TRAINING	0.00	0.00	64.75	4.50	16.25	45.00	6.00	53.00	67.50	51.50	12.75	21.50	342.75
RESCUE CALLS	1.25	17.00	6.00	1.75	5.50	7.50	5.25	4.50	6.00	6.00	7.00	3.00	70.75
FIRE CALLS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.50	0.00	4.00	0.00	9.50
MEETINGS	4.50	24.00	58.00	35.50	24.00	0.00	0.00	0.75	108.00	0.00	1.50	6.75	263.00
STAFFING REP.	36.00	62.25	36.00	36.00	141.75	0.00	580.25	500.50	409.50	213.00	673.75	315.75	3,004.75
MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	0.00	0.00	3.50
PUB. ED.	12.25	0.00	1.50	4.50	0.00	12.25	3.50	0.00	9.00	12.75	1.50	0.00	57.25
SPECIAL EVENTS	5.50	70.50	146.75	102.25	68.50	82.25	15.00	55.25	31.25	47.75	53.25	34.50	712.75
# FIRE RUNS	33	24	30	42	21	41	32	41	21	26	23	23	357
# EMS RUNS	195	174	208	177	230	232	235	247	252	230	227	257	2,664
DISPATCH ERRORS	5	4	2	3	1	3	2	6	1	4	2	5	38
TOTAL HRS.	173.75	315.25	481.50	300.25	318.75	195.00	688.00	689.00	794.50	507.25	863.75	548.75	5,875.75

Special Events included in Overtime

Total Overtime Budget \$110,000, Expenditures through January 4, 2022, \$114,710, 104%

*Period: 12/26/2020-1/22/2021 +Period: 4/03/2021-4/30/2021 ^Period: 6/26/21-07/23/21 #Period: 10/2/21-10/29/21
 **Period: 1/23/2021-2/19/2021 ++Period: 5/1/2021-5/28/2021 ^^Period: 7/24/21-8/20/21 ##Period: 10/30/21-11/26/21
 ***Period: 2/20/2021-4/02/2021 +++Period: 5/29/2021-6/25/21 ^^^Period: 8/21/21-10/1/21 ###Period: 11/27/21-12/24/21

OVERTIME BREAKDOWN BY REASON FOR THE YEAR 2022

REASON	Jan.*	Feb.**	Mar. ***	Apr.+	May++	June+++	July^	Aug.^^	Sept.^^^	Oct.#	Nov.##	Dec.###	TOTAL
DUTY CREW	66.75	29.75	15.00	36.00	24.00	20.50	46.75	18.00	12.00	6.00	30.00		304.75
EMS TRAINING	162.75	193.00	146.50	120.25	52.25	5.25	5.25	67.75	189.50	299.25	54.00		1,295.75
FIRE TRAINING	50.00	7.75	59.25	70.00	78.75	47.25	13.50	8.50	42.75	19.50	35.75		433.00
RESCUE CALLS	11.25	12.75	18.25	14.00	1.25	9.00	5.25	9.75	6.75	4.00	21.00		113.25
FIRE CALLS	0.00	2.00	4.50	0.00	17.50	0.00	9.00	0.00	3.75	2.25	0.00		39.00
MEETINGS	5.00	21.50	15.75	3.00	29.00	6.75	8.50	58.25	24.00	6.75	0.00		178.50
STAFFING REP.	232.50	139.75	387.50	180.00	89.75	336.00	1,032.75	589.75	404.25	566.25	400.25		4,358.75
MAINTENANCE	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.50
PUB. ED.	0.00	5.50	0.00	0.00	0.00	27.25	0.00	0.00	45.00	5.50	6.00		89.25
SPECIAL EVENTS	11.00	17.00	10.25	24.50	14.25	41.25	6.00	51.00	9.75	12.00	0.00		197.00
# FIRE RUNS	35	31	35	22	38	32	43	25	31	31	34		357
# EMS RUNS	252	199	252	205	241	234	233	213	223	214	232		2,498
DISPATCH ERRORS	3	1	1	1	4	2	2	2	4	3	2		25
TOTAL HRS.	539.25	429.00	657.50	447.75	306.75	493.25	1,127.00	803.00	737.75	921.50	547.00	0.00	7,009.75

Special Events included in Overtime

Total Overtime Budget \$110,000, Expenditures through December 5, 2022, \$168,468

*Period: 12/24/21-01/21/22 +Period: 04/02/22-04/29/22 ^Period: 06/25/22-07/22/22 #Period: 10/01/22-10/28/22
 **Period: 01/22/22-02/18/22 ++Period: 04/30/22-05/27/22 ^^Period: 07/23/22-09/02/22 ##Period: 10/29/22-11/25/22
 ***Period: 02/18/22-04/01/22 +++Period: 05/28/22-06/24/22 ^^^Period: 09/03/22-09/30/22 ###Period:

DE PERE FIRE RESCUE
STRUCTURAL FIRE "STILL" ALARMS FOR NOVEMBER, 2022



Date	Incident Location	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
11/1/2022	1013 Coral Street	Carbon monoxide incident	E111	Investigate	N/A
11/1/2022	1015 Coral Street	Building fire	C102, BC111, A111, E111, E121	Incident command, extinguishment by fire service personnel, salvage/overhaul	Ashwaubenon, County Rescue, Green Bay & Ledgeview
11/2/2022	429 N. St. Bernard Drive	Carbon monoxide incident	A121, E111	Investigate, provide medical assistance	N/A
11/3/2022	1770 Burgoyne Court	Alarm system sounded due to malfunction	E121	Investigate	N/A
11/4/2022	809 Third Street	Outside rubbish, trash or waste fire	BC111, E111, E121	Extinguishment by fire service personnel	Ashwaubenon, County Rescue & Lawrence
11/4/2022	1900 Enterprise Drive	Building fire	BC111, E111, E121	Extinguishment by fire service personnel	Ashwaubenon, Cty Rescue, Green Bay & Greenleaf
11/12/2022	1865 Scray Hill Road (Town of Ledgeview)	Structure fire	BC111, L111	Dispatched & canceled en route	N/A
11/13/2022	1486 Morris Avenue (Village of Ashwaubenon)	Oven fire	BC111, E121	Dispatched & canceled en route	N/A
11/14/2022	1131 Cardinal Street	Smoke detector activation, no fire, unintentional	E111	Investigate, restore fire alarm system	N/A
11/14/2022	1006 Main Avenue	Odor investigation	BC111, E121	Investigate	N/A
11/15/2022	1809 Saddlebrook Lane	Smoke detector activation, due to malfunction	E111	Investigate	N/A
11/16/2022	825 East River Drive	Smoke detector activation, no fire, unintentional	BC111, E111, E121	Investigate	N/A
11/16/2022	1710 Lawrence Drive	Sprinkler activation, due to malfunction	BC111, E121	Investigate	N/A
11/17/2022	1324 Scheuring Road	Alarm system sounded due to malfunction	E121	Investigate	N/A
11/18/2022	2344 San Luis Place (Village of Ashwaubenon)	Structure fire	BC111, L111	Dispatched & canceled en route	N/A
11/18/2022	3001 Ryan Road	Alarm system activation, no fire, unintentional	L111	Investigate	N/A
11/19/2022	2066 Lawrence Drive	Sprinkler activation, due to malfunction	E121	Investigate	N/A
11/19/2022	1274 April Lane (Village of Ashwaubenon)	Structure fire	L111	Dispatched & canceled en route	N/A

Date	Incident Location	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
11/19/2022	633 Heritage Road	Alarm system activation, no fire, unintentional	E111	Investigate	N/A
11/21/2022	665 Grant Street	Steam, vapor, fog or dust thought to be smoke	BC111, E111, E121	Investigate	N/A
11/22/2022	1017 Star Street	Smoke or odor removal	BC111, E111	Investigate	N/A
11/23/2022	998 St. Anthony Drive	Smoke or odor removal	BC111, E111	Investigate	N/A
11/23/2022	2369 Indy Court	Carbon monoxide incident	E121	Investigate	N/A
11/23/2022	1306 Fox River Drive	Carbon monoxide detector activation, no CO	BC111, E111	Investigate	N/A
11/28/2022	1323 Rose Lane	Carbon monoxide detector activation, no CO	E121	Investigate	N/A

**DE PERE FIRE RESCUE
NOVEMBER, 2022
*OVERTIME CAUSED BY SICK LEAVE**

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
10/29/2022	24.00	36.00
10/30/2022	48.00	72.00
11/5/2022	48.00	72.00
11/6/2022	12.17	18.25
11/12/2022	24.00	36.00
11/14/2022	50.67	76.00
11/16/2022	24.00	36.00
11/25/2022	12.00	18.00
TOTALS	242.83	364.25

*Overtime generated when staffing levels fall below minimum as a result of sick leave.

**10/29/22-11/25/22

LIFEQUEST MEDICAL BILLING - 2022
MONTHLY REPORT

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE
CHARGES	194,947	238,610	232,561	186,763	164,585	216,762
PAYMENTS	65,007	86,624	100,069	98,084	83,169	72,689
CREDIT ADJUSTMENTS	71,686	112,752	116,930	84,507	95,395	115,101

	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
CHARGES	227,657	237,745	218,833	213,361	188,067	
PAYMENTS	102,050	88,105	83,194	86,149	80,516	
CREDIT ADJUSTMENTS	108,930	99,670	94,767	112,446	102,662	

Payments to LifeQuest	
January	3,354
February	5,888
March	6,470
April	7,477
May	4,724
June	4,176
July	5,137
August	4,577
September	5,132
October	4,985
November	4,306
December	
Total Paid	\$56,227

**See attached details

City Of De Pere
Income and Expenditures
November 2022
All Phases

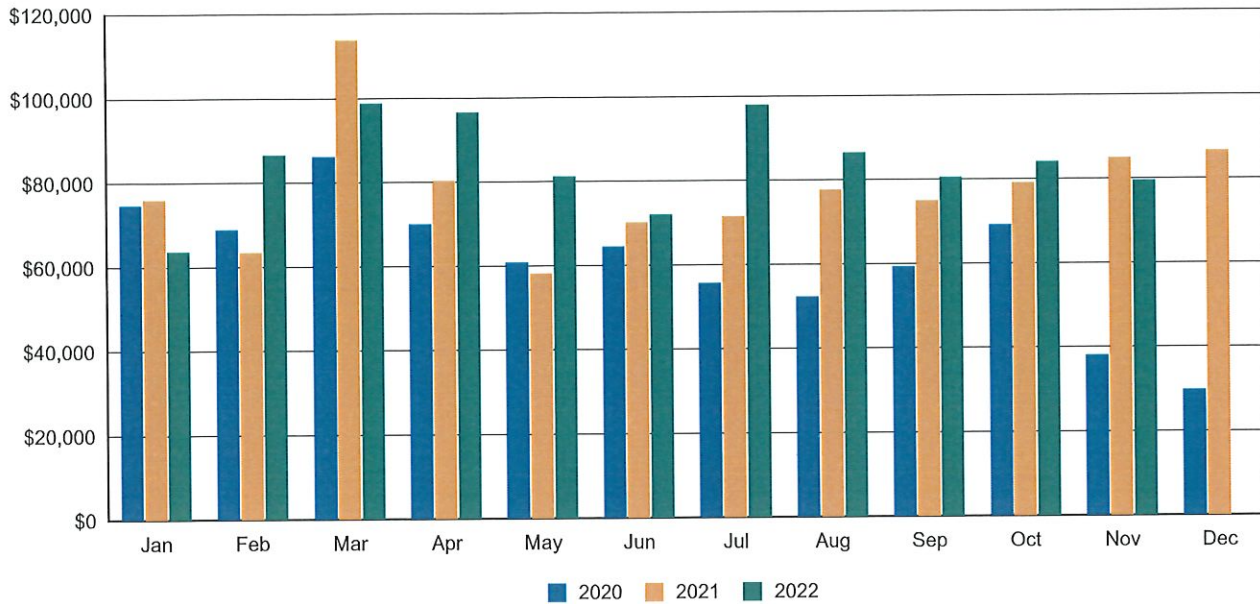
Charges		Billing	Collection	Total
Billing Charges / Collection Placements		\$158,728.00	\$29,338.50	\$188,066.50
Other	+	\$0.00	\$0.00	\$0.00
Subtotal of Charges		\$158,728.00	\$29,338.50	\$188,066.50
Account Transfers		\$18,498.59	\$10,839.91	\$29,338.50
Credit Summary				
Total Credits		\$177,420.54	\$9,157.33	\$186,577.87
Less Adjustments	-	\$101,975.54	\$686.27	\$102,661.81
Less Delinquent Closed Accounts Reconciliation	-	\$0.00	\$4,328.64	\$4,328.64
Less Overpayments	-	\$(928.49)	\$0.00	\$(928.49)
Gross Payments Received		\$76,373.49	\$4,142.42	\$80,515.91
Plus Overpayment Returns	+	\$(512.37)	\$0.00	\$(512.37)
Net Payments Received		\$75,861.12	\$4,142.42	\$80,003.54
Less Payments Kept By Service	-	\$5,222.00	\$0.00	\$5,222.00
Total Deposits Reconciliation		\$70,639.12	\$4,142.42	\$74,781.54
Summary of Disbursement				
Total Deposits & Payments Kept By		\$75,861.12	\$4,142.42	\$80,003.54
Plus Overpayment Refunds	+	\$(416.12)	\$0.00	\$(416.12)
Gross Revenue		\$75,445.00	\$4,142.42	\$79,587.42
LifeQuest Fee		\$3,395.03	\$911.33	\$4,306.36
Plus Probate Fees	+	\$0.00	\$0.00	\$0.00
Other / Fees		-	-	\$0.00
Total Due LifeQuest	Check # EFT	\$3,395.03	\$911.33	\$4,306.36
Service Revenue		\$72,049.97	\$3,231.09	\$75,281.06
Less Payments Kept By Service	-	\$5,222.00	\$0.00	\$5,222.00
Less Service Payable	-	\$0.00	\$0.00	\$0.00
Less Probate Fees	-	\$0.00	\$0.00	\$0.00
Other / Fees		\$0.00	\$0.00	\$0.00
Total Due Service	Check # EFT	\$66,827.97	\$3,231.09	\$70,059.06

Messages:

Total Deposits EOM differ from bank statement by \$1272.91 due to 10/31 \$55.09 Aetna and 10/31 \$175.00 UMR now posted and 11/29 \$1503.00 VA not posted eli 12.1.22

All Phases Gross Revenue

City of De Pere
January 2020 to November 2022



	2020	2021	2022
January	\$74,735	\$76,068	\$63,841
February	\$68,980	\$63,602	\$86,624
March	\$86,226	\$113,896	\$98,825
April	\$70,107	\$80,392	\$96,607
May	\$61,059	\$58,325	\$81,259
June	\$64,610	\$70,239	\$72,087
July	\$55,803	\$71,566	\$97,965
August	\$52,414	\$77,763	\$86,527
September	\$59,470	\$75,107	\$80,584
October	\$69,260	\$79,194	\$84,134
November	\$38,169	\$85,024	\$79,587
December	\$29,842	\$86,681	\$0
Total Gross Revenue	\$730,674	\$937,858	\$928,042

City Of De Pere

Billing Summary

November 2022

Phase 1

Charges

Billing Charges		\$158,728.00	
Other	+	\$0.00	
Subtotal of Charges			\$158,728.00

Account Transfers

Billing to Collections Transfer Total			\$18,498.59
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Credit Summary

Total Credits		\$177,420.54	
Less Adjustments	-	\$101,975.54	
Less Overpayments	-	\$(928.49)	
Gross Payments Received			\$76,373.49
Plus Overpayment Returns	-	\$(512.37)	
Net Payments Received			\$75,861.12
Less Payments Kept By Service	-	\$5,222.00	
Total Deposits Reconciliation			\$70,639.12

Summary of Disbursement

Total Deposits & Payments Kept By		\$75,861.12	
Plus Overpayment Refunds	+	\$(416.12)	
Gross Revenue			\$75,445.00
LifeQuest Fee		\$3,395.03	
Plus Probate Fees	+	\$0.00	
Total Due LifeQuest	Check # EFT		\$3,395.03
Service Revenue		\$72,049.97	
Less Payment Kept By Service	-	\$5,222.00	
Less Service Payable	-	\$0.00	
Less Probate Fees	-	\$0.00	
Other / Fees	-	\$0.00	
Total Due Service	Check # EFT		\$66,827.97

Messages:**Legend:**

Charges - Other: Includes insurance interest, transaction fees, probate fees

Credit Summary - Less Overpayments: Includes recoupments, refunds, returns, service payables

Credit Summary - Plus Overpayment Returns: Includes NSF/bank returned type payments

Receivables Distribution Report

Receivables Cash

All Companies

All Directories

Charges	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Totals
Dec 2021	1414	31245	22778	12048	4135	1490	432	542	0	10	-16	0 \$	74078
143477	1	21.8	15.9	8.4	2.9	1	0.3	0.4	0	0	0	0 %	51.6
Jan 2022		2238	43253	17934	7717	3075	1287	-100	0	0	0	0 \$	75404
187266		1.2	23.1	9.6	4.1	1.6	0.7	-0.1	0	0	0	0 %	40.3
Feb 2022			1738	40455	15387	3522	1053	0	0	0	0	0 \$	62156
159686			1.1	25.3	9.6	2.2	0.7	0	0	0	0	0 %	38.9
Mar 2022				12718	40086	20879	2013	8345	259	607	-150	200 \$	84959
202697				6.3	19.8	10.3	1	4.1	0.1	0.3	-0.1	0.1 %	41.9
Apr 2022					7944	36694	12390	9634	1835	2006	100	50 \$	70654
162556					4.9	22.6	7.6	5.9	1.1	1.2	0.1	0 %	43.5
May 2022						10020	39770	19683	7823	1962	1126	242 \$	80625
181374						5.5	21.9	10.9	4.3	1.1	0.6	0.1 %	44.5
Jun 2022							6148	43991	17570	6212	1538	1738 \$	77198
182315							3.4	24.1	9.6	3.4	0.8	1 %	42.3
Jul 2022								11811	50340	16296	6529	4277 \$	89253
212516								5.6	23.7	7.7	3.1	2 %	42
Aug 2022									4148	39546	17217	3603 \$	64514
188907									2.2	20.9	9.1	1.9 %	34.2
Sep 2022										5420	43706	23508 \$	72634
192542										2.8	22.7	12.2 %	37.7
Oct 2022											8983	35308 \$	44292
183413											4.9	19.3 %	24.1
Nov 2022												5006 \$	5006
101523												4.9 %	4.9
Averages	1st Mo	2nd Mo	3rd Mo	4th Mo	5th Mo	6th Mo	7th Mo	8th Mo	9th Mo	10th Mo	11th Mo	12th Mo	
Extended	3.7	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	
Weighted	3.7	22.3	10.1	3.6	1.8	0.6	0.1	0.1	0	0	0	0	



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: December 13, 2022

DEPARTMENT: Police

FROM: Jeremy Muraski

SUBJECT: Consideration and Possible Action on the November 2022 Police Overtime Report.

The overtime (OT) report covers the month of November 2022. November 2022 overtime was much higher than the OT for the previous 2 Novembers in 2020 and 2021.

Sick Relief Overtime accounted for 46.25 hours which was the highest monthly level all year. This was a particularly bad month for sick leave usage.

Staffing Level OT accounted for 232 hours. We have two probationary officers in training who are not yet certified for solo patrol and one officer who is still on light duty status. It is anticipated that the 2 officers in training will graduate to solo patrol by the end of February and the light duty officers should be available in early March, so that should help decrease staffing level overtime.

I have updated the new trend chart to help visualize trends.

ATTACHMENTS:

- 2020 PD OT Summary (PDF)
- 2021 PD OT Report Summary (PDF)
- Trend Chart November 2022 (PDF)
- November 2022 PD OT Report (PDF)

**DEPARTMENT OF POLICE
OVERTIME BY REASON
2020**

REASON	JAN *	FEB **	MAR ***	APR +	MAY ++	JUN ^	JUL #	AUG ##	SEPT ^^	OCT ^^^	NOV **	DEC ***	TOTAL
OFFICER SICKLEAF	90.75	25.50	18.00		10.25	6.50	0.00	20.00	27.50	42.25	61.50	60.00	362.25
OFFICER WORKED ON HOLIDAY	92.75	12.00	12.00	25.75	48.50	8.00	69.25	4.00	108.00	18.00	53.50	96.75	548.50
OFFICER FOR COURT	60.00	4.00	7.00	5.00		3.00	8.00	5.50	7.75	4.00	4.00	2.00	110.25
OFFICER TRAINING	38.50	119.75	56.00	20.00		146.00	104.25	48.25	78.50	142.50	97.00	39.00	889.75
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTENDING		2.00	2.00								1.50	4.50	10.00
STAFFING LEVEL	285.50	107.25	99.00	54.25	42.50	154.50	225.25	279.00	243.50	304.25	94.75	142.75	2032.50
INVESTIGATION	22.50	7.50	32.25	28.25	36.25	25.50	70.75	43.25	74.25	57.25	32.50	32.50	462.75
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LABONREMBURSED	27.75	29.25	13.75					14.00	14.25	16.00	8.00	33.75	156.75
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REMBURSED	4.50	14.00								3.25	55.00		76.75
MISCELLANEOUS	15.25	14.25	24.75	5.75	48.00	58.00	2.00	5.75	12.75	27.00	11.00		224.50
MISCELLANEOUS REMBURSED	11.50	42.25	18.50	12.25	5.75	4.00	31.50	4.00	18.75	11.00	5.75	20.75	186.00
GROSS OVERTIME	649.00	377.75	283.25	151.25	191.25	405.50	511.00	423.75	585.25	625.50	424.50	432.00	5060.00
SUBTOTAL REMBURSED OVERTIME	(43.75)	(85.50)	(32.25)	(12.25)	(5.75)	(4.00)	(31.50)	(18.00)	(33.00)	(30.25)	(68.75)	(54.50)	(419.50)
NET OVERTIME	605.25	292.25	251.00	139.00	185.50	401.50	479.50	405.75	552.25	595.25	355.75	377.50	4640.50

TOTAL OVERTIME BUDGET : \$ 175,000.00

EXPENDITURES THROUGH 12/31/2020 \$ 236,439.64

PERCENT OF TOTAL BUDGET : 135%

NOTES:

* period 12/28/2019 -1/24/2020

** period 1/25/2020 -2/21/2020

*** period 2/22/2020 -4/3/2020

+ period 4/4/2020 -4/30/2020

++ period 5/1/2020 -5/31/2020

^ period 6/1/2020 -6/30/2020

period 7/1/2020 -7/31/2020

period 8/1/2020 -8/31/2020

^^ period 9/1/2020 -9/30/2020

^^^ period 10/1/2020 -10/31/2020

*^ period 11/1/2020 -11/30/2020

*+^ period 12/1/2020 -12/31/2020

Additional Notes:

Changing from Payroll period reporting to monthly reporting beginning May 1, 2020.

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2021**

REASON	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
OFFICER SICK RELIEF	24.75	11.50	21.50	39.50	11.50		21.25	15.25	3.00	16.00		37.75	202.00
OFFICER WORKED ON HOLIDAY	94.00	16.50		30.00	66.00	4.00	61.00	20.00	117.25		61.50	114.25	584.50
OFFICER FOR COURT	2.75	4.00	16.00	10.00	2.00	14.00	9.00	18.00	12.25	8.00	10.00	6.00	112.00
OFFICER TRAINING	73.00	71.25	82.50	33.25	128.25	55.25	26.75	45.50	131.50	110.50	130.25	28.25	916.25
OFFICER RELIEF FOR FUNERAL			6.75										6.75
OFFICER ATTEND MEETING		7.75		1.00	15.50	7.75	11.25	13.50			7.75		64.50
STAFFING LEVEL	144.25	96.50	124.50	124.25	275.00	256.50	265.00	229.25	137.50	124.75	88.00	167.00	2032.50
INVESTIGATION	68.50	52.50	47.00	28.50	49.75	50.25	64.75	68.25	47.75	52.00	37.75	26.00	593.00
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	28.75	21.25	11.75	42.50	25.50	22.25		18.00	63.75	82.50	9.50	26.00	351.75
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT	34.50			2.00	60.00								96.50
SPECIAL ASSIGNMENT REIMBURSED							2.00	20.50	6.00	18.00	26.50		73.00
MISCELLANEOUS	11.25	5.25	1.00	8.75	3.25	35.50		5.50	14.25	15.00	19.00	12.00	130.75
MISCELLANEOUS REIMBURSED			21.50	26.25	19.50	1.00		33.50	16.25	11.75	11.25	35.00	176.00
GROSS OFFICER OVERTIME	481.75	286.50	332.50	346.00	656.25	446.50	461.00	487.25	549.50	438.50	401.50	452.25	5339.50
SUBTOTAL REIMBURSED OVERTIME	(28.75)	(21.25)	(33.25)	(68.75)	(45.00)	(23.25)	(2.00)	(72.00)	(86.00)	(112.25)	(47.25)	(61.00)	(600.75)
NET OFFICER OVERTIME	453.00	265.25	299.25	277.25	611.25	423.25	459.00	415.25	463.50	326.25	354.25	391.25	4738.75

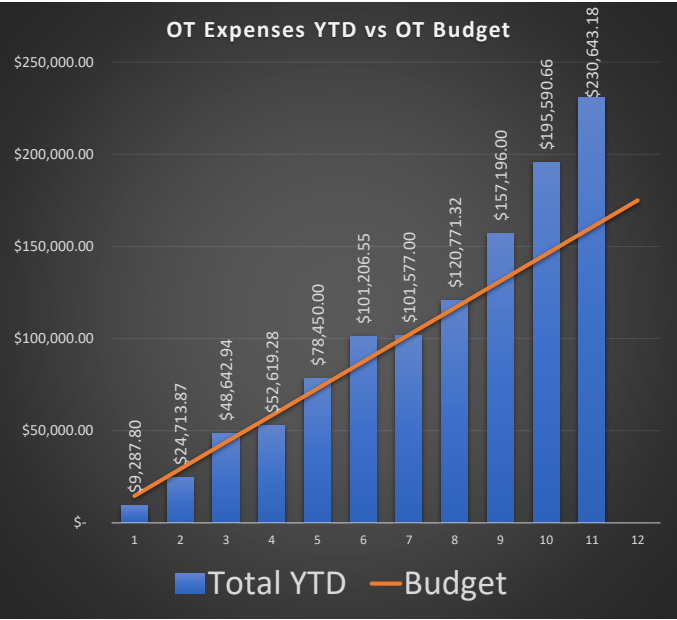
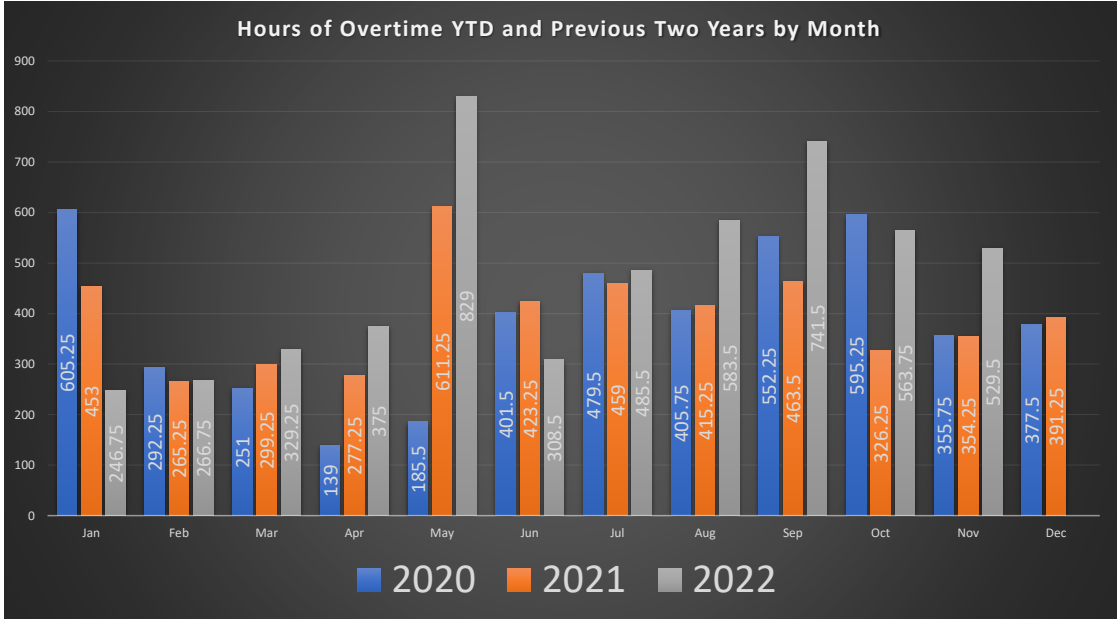
*TOTAL OVERTIME BUDGET: \$ 175,000.00

EXPENDITURES THROUGH 12/31/2021 \$ 202,559.08

PERCENT OF TOTAL BUDGET: 116%

PD Overtime Trends Report

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Yearly Hours	Total Yearly Expend	Total OT Budget
2020	605.25	292.25	251	139	185.5	401.5	479.5	405.75	552.25	595.25	355.75	377.5	4640.5	\$ 236,436.94	\$ 175,000.00
2021	453	265.25	299.25	277.25	611.25	423.25	459	415.25	463.5	326.25	354.25	391.25	4738.75	\$ 202,559.08	\$ 175,000.00
2022	246.75	266.75	329.25	375	829	308.5	485.5	583.5	741.5	563.75	529.5		5259	\$ 195,590.66	\$ 175,000.00
Total YTD	\$ 9,287.80	\$ 24,713.87	\$ 48,642.94	\$ 52,619.28	\$ 78,450.00	\$ 101,206.55	\$ 101,577.00	\$ 120,771.32	\$ 157,196.00	\$ 195,590.66	\$ 230,643.18				
% of Budget	5.0%	14.0%	28.0%	30.0%	45.0%	58.0%	58.3%	66.7%	89.8%	112%	132%				
Budget	\$ 14,583.33	\$ 29,166.66	\$ 43,749.99	\$ 58,333.32	\$ 72,916.65	\$ 87,499.98	\$ 102,083.31	\$ 116,666.64	\$ 131,249.97	\$ 145,833.30	\$ 160,416.63	\$ 174,999.96			



**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2022**

REASON	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
OFFICER SICK RELIEF	29.25	18.75	40.50	5.50	3.75	7.50	39.75	4.50	3.75	39.75	46.25		239.25
OFFICER WORKED ON HOLIDAY	58.25	9.75	8.00	34.75	81.25	18.00	60.00	16.75	114.75	24.25	54.25		480.00
OFFICER FOR COURT	8.00	12.50	23.00	10.00	12.00	26.00	6.00	18.00	21.00	14.00	16.50		167.00
OFFICER TRAINING	63.25	32.50	53.75	113.00	384.00	34.50	46.00	33.00	243.25	155.00	96.25		1254.50
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING		21.25	2.75		6.00	5.00	2.25	4.00	2.00	9.75			53.00
STAFFING LEVEL	55.50	126.50	149.25	152.25	153.50	94.00	267.00	369.75	301.75	261.25	232.00		2162.75
INVESTIGATION	31.00	34.25	38.50	44.75	69.75	40.75	47.00	50.00	46.75	23.50	67.25		493.50
HONOR GUARD FOR FUNERAL				2.00	1.50	2.00							5.50
SCHOOL LIAISON REIMBURSED	26.25	49.50	20.50	18.00	25.00	32.50		23.00	68.75	45.00	26.00		334.50
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT					104.00	67.50		25.25		32.75			229.50
SPECIAL ASSIGNMENT REIMBURSED		9.75		2.25	81.00		2.00		5.00	21.50	38.00		159.50
MISCELLANEOUS	1.50	11.25	13.50	12.75	13.25	13.25	17.50	62.25	8.25	3.50	17.00		174.00
MISCELLANEOUS REIMBURSED	23.25	57.25	37.50	31.75	29.00	56.75	49.00	29.00	34.50	16.25	20.75		385.00
GROSS OFFICER OVERTIME	296.25	383.25	387.25	427.00	964.00	397.75	536.50	635.50	849.75	646.50	614.25	0.00	6138.00
SUBTOTAL REIMBURSED OVERTIME	(49.50)	(116.50)	(58.00)	(52.00)	(135.00)	(89.25)	(51.00)	(52.00)	(108.25)	(82.75)	(84.75)	0.00	(879.00)
NET OFFICER OVERTIME	246.75	266.75	329.25	375.00	829.00	308.50	485.50	583.50	741.50	563.75	529.50	0.00	5259.00

TOTAL OVERTIME BUDGET: \$ 175,000.00
EXPENDITURES THROUGH 11/30/2022 \$ 230,643.18
PERCENT OF TOTAL BUDGET: 132%



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: December 13, 2022

DEPARTMENT: Economic Development

FROM: Daniel Lindstrom

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

ATTACHMENTS:

- Musket Corp WD-D0076 Planning Option Memo (PDF)
- Musket Corp Intro Letter (PDF)
- 61 CSM 349 - Reim - Venture AV (PDF)

CITY OF DE PERE MEMO



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

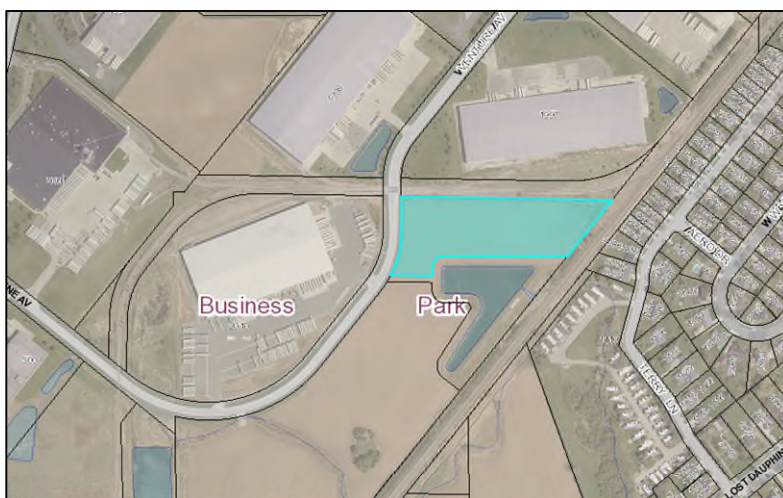
RE: **Consideration and possible action regarding a planning option request for Parcel WD-D0076 (West Industrial Park)***

Summary

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

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

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



Site Information

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

Requested Option:

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

Example Development Timeline (not assuming extensions)

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

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

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

Proposed Option Terms Summary:

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

- City, during the Initial Term or any Extended Term, shall not convey, sell, lease or transfer any indicia of ownership to any other legal entity and hereby grants to Developer exclusive rights to negotiate the purchase of the Property unless Developer notifies City in writing that it is terminating the Option and will not purchase the Property.
- Option will allow the Developer to perform due diligence tasks and engage in the process of negotiating the purchase of the Property. During the Initial Term, Developer, its representatives, and agents may enter upon and inspect the Property and conduct, at Developer's sole expense, any and all feasibility, environmental, or other studies, analyses or examinations of Property as Developer deems necessary or desirable, and to satisfy itself with regard to zoning and permitting issues, availability of utilities, and all other matters related to the Property and Developer's development. The City shall grant an ROP to the Developer to prepare a wetland delineation and share it with the City.
- Developer shall be responsible to restore the Property to its original condition for any entry, inspection or conduct pursuant to any of the Developer's due diligence activities.
- Developer shall save and hold the City harmless from any and all injury that may occur to any party as the result of Developer's due diligence activities related to the Property.
- During the Initial Term or any Extended Term, and upon determining the potential development is feasible, the Parties shall work together and negotiate proposed Property sale and development terms, which shall be presented to the City's Finance/Personnel Committee for review, with final approval of a negotiated Property Sale/Development Agreement by the City's Common Council.
- In the event Developer determines the potential development is not feasible during the term of this Option, the Developer shall notify the City in writing of its determination and this Option shall immediately terminate. Developer shall not be entitled to a refund of any fees paid to the City during the Initial Term or any Extended Term except that the funds paid by Developer to City in Sections 2 and 3 of this Agreement shall be applied at closing against the purchase price set forth in any Property Sale/Development Agreement between the parties.

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

LETTER OF INTENTExhibit B**MUSKET****2929 Allen Parkway, SUITE 4100, HOUSTON, TX 77019****Subject: Diesel Exhaust Fluid (DEF) Terminal Operations****To Whom It May Concern:**

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

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

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

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

LETTER OF INTENT

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

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

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

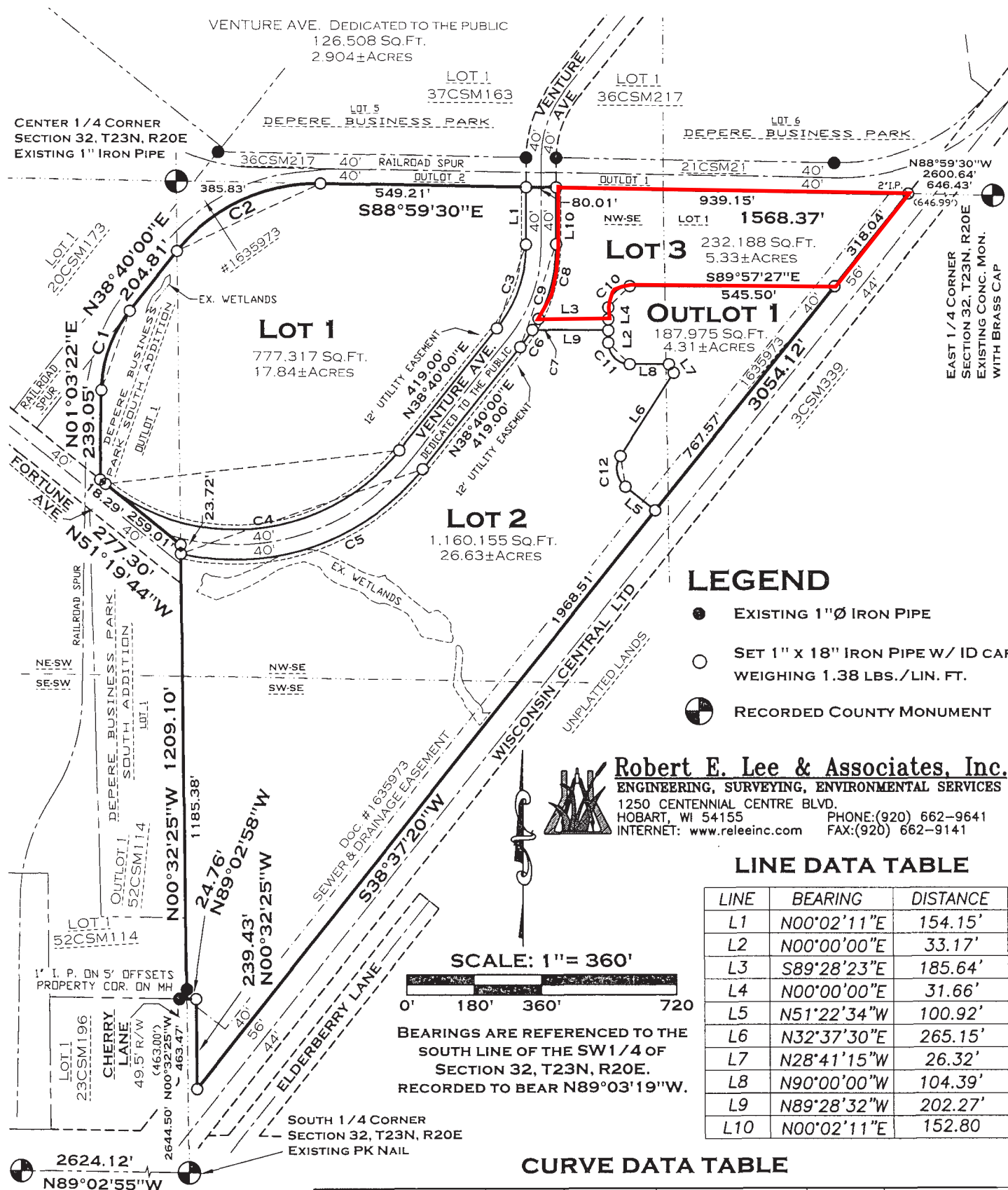
Sincerely,

Brian Hoover
Director Of DEF
Musket Corporation

8697

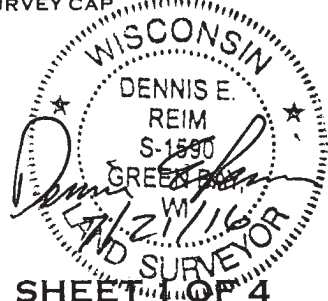
CERTIFIED SURVEY MAP

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



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

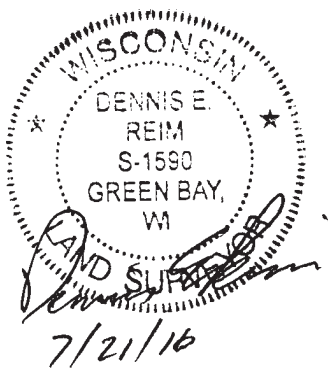
CURVE	DELTA	ARC	RADIUS	CHORD BEARING	CHORD	TAN BEARING
C1	37°36'38"	229.75'	350.00'	N19°51'41"E	225.65'	
C2	52°20'30"	439.46'	481.06'	N64°50'15"E	424.34'	
C3	38°37'49"	242.72'	360.00'	N19°21'05"E	238.15'	
C4	90°00'16"	879.69'	560.00'	S83°40'08"W	791.99'	
C5	64°39'20"	722.21'	640.00'	S70°59'40"W	684.50'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



CERTIFIED SURVEY MAP

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

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



Sheet 2 of 4

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

CERTIFIED SURVEY MAP

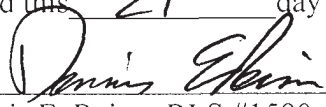
SURVEYOR'S CERTIFICATE

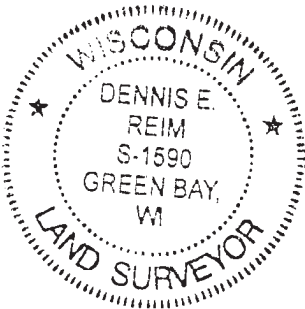
I, Dennis E. Reim, Professional Land Surveyor, do hereby certify that under the direction of Karen Heyrman, City of De Pere, owner, I have surveyed, divided and mapped part of Outlot 1, De Pere Business Park South Addition located in part of the Northeast ¼ of the Southwest ¼, part of Government Lot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

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

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

Dated this 21 day of July, 2016.


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



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OF A DOCUMENT RECORDED
IN THE REGISTER OF DEEDS
OFFICE.

2753579

CERTIFIED SURVEY MAP**MUNICIPAL CORPORATE OWNERS CERTIFICATE**

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

City of De Pere

Michael J. Walsh
Michael Walsh, Mayor

Shana D. Ledvina
Shana Ledvina, Clerk-Treasurer

STATE OF WISCONSIN)
COUNTY OF BROWN) ss

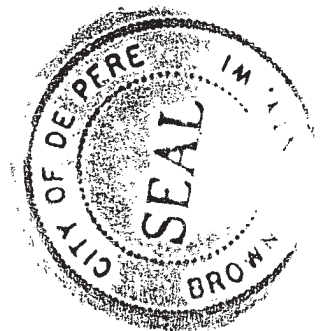
Personally came before me this 27th day of July, 2016, the above named owner to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

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

**TREASURER'S CERTIFICATE**

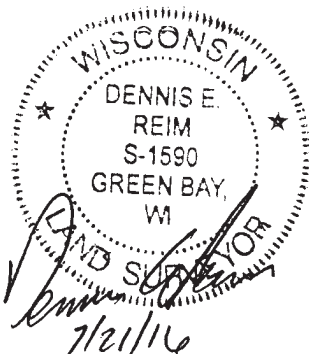
As appointed City of De Pere Treasurer, I hereby certify that the records in our offices show no unpaid taxes, no unredeemed tax sales and no unpaid or special assessments affecting any of the lands included in this plat, as of the dates listed below.

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

**COMMON COUNCIL APPROVAL CERTIFICATE**

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

Shana D. Ledvina
Shana Ledvina, Clerk



Sheet 4 of 4

REGISTER'S OFFICE

Brown Co., Wis

Received for record the 3rd day

of August A.D. 2016

at 10:27 o'clock A.M. and recorded in

Vol. 61 of maps on page 349-352

Keith W. Winkler
Register of deeds

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



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: December 13, 2022

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Consideration and Possible Action on Municipal On-Line Access Agreement with Brown County (Laredo Access to Register of Deeds Documents).*

ATTACHMENTS:

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

CITY OF DE PERE MEMO



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

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

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

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

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

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

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

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

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

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

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

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

1. The term of this agreement shall commence **upon signing** and shall terminate as of the thirty first (31st) day of December 2027. Either party may cancel this agreement at anytime for any reason or for no reason upon thirty (30) calendar days advance written notice during the term. Cancellation shall not relieve a party of its obligations incurred prior to the effective date of the cancellation.
2. Register of Deeds agrees to furnish to **PURCHASER** On-line access to real estate records maintained in Register of Deeds office. The obligation to provide such access is subject at all times to the obligation of the Register of Deeds to fulfill the office's statutory duties and **COUNTY**'s obligations. **PURCHASER**'s rights under this agreement are secondary to the statutory duties of the Register of Deeds.
3. **PURCHASER** understands and acknowledges that the Real Estate Index is not represented to be true and complete; rather it is a working copy, subject to error, omission and future modifications. Purchaser further understands and acknowledges that **COUNTY** is in no way a guarantor or warrantor of the accuracy or completeness of the information set forth in the index, and **COUNTY** specifically disclaiming any liability therefor. Purchaser shall receive notice via email of any computer problems that may affect this access. Failure of **COUNTY** to provide any notice of computer problems that may affect this access shall not be considered a breach of this Agreement, nor shall it subject **COUNTY** or the Register of Deeds to any liability, express or implied.

4. In exchange for being provided access to the Real Estate Index, **PURCHASER** agrees the **COUNTY** will invoice **PURCHASER** for monthly fees due under (5). Payment by **PURCHASER** is due twenty (20) days from the date of the invoice. Payments not received by that date will result in access being suspended until payment is received in full. Invoices will be provided via Laredo Connect, a website for which the **PURCHASER** will be required to create an account at no additional charge. Laredo Connect accounts must be created within 21 days of when this agreement is signed. Failure to do so will result in Laredo access being suspended until the **PURCHASER** complies.
5. The monthly fee of \$500.00 for one unlimited online access is waived. Additional licenses may be purchased as follows; second user \$50.00 per month, each additional user after the second is \$100.00 per month. There is no fee to view images. However, there will be a charge of \$.50 per printed page to cover image maintenance. **COUNTY** may change the fees upon thirty (30) days advance Notice to **PURCHASER**.
6. This agreement shall not be construed to impose any penalty, obligation or loss on Register of Deeds for its failure to transmit a copy of any particular document, unless through willfulness, and **PURCHASER** shall indemnify, defend and hold harmless **COUNTY**, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss, damages, costs or expenses, including attorney fees, which **PURCHASER**, its officers, employees agencies, boards, commissions and representatives, or any third-party, may sustain, incur or be required to pay by reason of **COUNTY** failing to transmit a copy of any document required to be provided under this agreement.
7. **PURCHASER** agrees that it will not access any **COUNTY** information or data available through the Laredo software except by means of the Laredo client user interface. **PURCHASER** agrees that it will not utilize ANY form of robotic software, screen scrapers, harvesting software, internet protocol sniffers, attempt to identify IP addresses or use any software or process designed to circumvent the human being use of the Laredo software. Such activity will be monitored by Laredo software vendor and such activity, if detected will Immediately terminate this Agreement. The above may be viewed as theft under applicable Wisconsin State Statutes and subject to criminal penalties.
8. **PURCHASER** shall not assign or transfer any interest or obligation in this agreement, whether by assignment or novation, without the prior written consent of Register of Deeds. This agreement shall not be construed to either authorize or prevent **PURCHASER** from making duplicates or copies of any material received pursuant to this agreement and any such copies or duplicates so made by **PURCHASER** shall be at **PURCHASER'S** risk and expense and **EXCLUSIVELY for PURCHASER'S sole use**. **PURCHASER** may not wholesale or retail copies of any materials received nor provide them free of charge to any person, firm, company, association, corporation, business, partnership or any other individual or entity of any nature whatsoever.
9. If during the term of this agreement, the Brown County Board of Supervisors shall fail to appropriate sufficient funds to carry out **COUNTY'S** obligations under this agreement, this agreement shall be automatically terminated as of the date funds are no longer available and without further notice or obligation of any kind to **PURCHASER**.

10. It is expressly understood and agreed by the parties that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling, and any said disagreement or controversy shall be resolved in Brown County Circuit Court.
11. Notices, invoices, payments, and reports required by this agreement shall be deemed delivered as of posting on Laredo Connect, outlined in (5). It shall be the duty of the subscriber to access invoices by Laredo Connect within the number of days defined in #5.
12. In no event shall the acceptance of any payment required by this agreement constitute or be construed as a waiver by **COUNTY** of any breach of the covenants of this agreement or a waiver of any default of **PURCHASER** and the acceptance of any such payment by **COUNTY** while any such default or breach shall exist shall in no way impair or prejudice the right of **COUNTY** with respect to recovery of damages or other remedy as a result of such breach or default.
13. **PURCHASER** warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this agreement on its behalf are authorized to do so, and if a corporation, Limited Liability Company or other impersonal entity, that the name and address of **PURCHASER'S registered agent is** _____.
If a corporation, Limited Liability Company or other impersonal entity, **PURCHASER** shall notify **COUNTY** immediately, in writing, of any change in its registered agent. **PURCHASER** shall notify **COUNTY** immediately in writing of any change in his, her, or its address, and **PURCHASER'S** legal status.
14. The parties agree that there shall be no assignment of transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.
15. The entire agreement of the parties is contained herein and this agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.
16. **DISCLAIMER ON ACCURACY AND COMPLETENESS OF INFORMATION;**

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

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

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

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

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

17. The materials contained on this service have been compiled from a variety of sources and are subject to change without notice. Commercial use or sale of the materials contained on this service is prohibited without the express written consent of **COUNTY**. Changes may periodically be made to the information and these changes may or may not be incorporated in any new version of the publication. If you have obtained information from a source other than this site, be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out of-date.
18. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.

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

FOR PURCHASER:

DATE:

Signature

Print Name

Billing Address

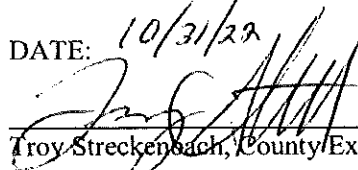
Laredo Contact Person

Phone

E-Mail

FOR THE COUNTY:

DATE: 10/31/22


Troy Streckenbach, County Executive

REGISTER OF DEEDS:

DATE:

Cheryl Berken

**ADDENDUM TO MUNICIPAL INTERNET ACCESS AGREEMENT
WITH BROWN COUNTY REGISTER OF DEEDS**

7.b

SECOND USER \$50 PER MONTH

DATE _____

NAME _____

SIGNATURE _____

MUNICIPALITY _____

ADDRESS _____

PHONE _____

NAME & EMAIL ADDRESS OF CONTACT PERSON

ADDITIONAL USERS AFTER THE SECOND \$100 PER MONTH

DATE _____

NAME _____

SIGNATURE _____

MUNICIPALITY _____

ADDRESS _____

PHONE _____

NAME & EMAIL ADDRESS OF CONTACT PERSON

ADDITIONAL USERS AFTER THE SECOND \$100 PER MONTH

DATE _____

NAME _____

SIGNATURE _____

MUNICIPALITY _____

ADDRESS _____

PHONE _____

NAME & EMAIL ADDRESS OF CONTACT PERSON

ADDITIONAL USERS AFTER THE SECOND \$100 PER MONTH

DATE _____

NAME _____

SIGNATURE _____

MUNICIPALITY _____

ADDRESS _____

PHONE _____

NAME & EMAIL ADDRESS OF CONTACT PERSON



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: December 13, 2022

DEPARTMENT: City Attorney

FROM: Eric Erdman

SUBJECT: Consideration and Possible Action on Amendments to De Pere
Municipal Code Chapter 94 Building and Property Maintenance
Code.*

ATTACHMENTS:

- Building Property Maintenance Code Update Memo (PDF)
- Ord22-XX Amending Chapter 94 (PDF)
- DRAFT Building Inspection Fee Schedule 2023 (PDF)

CITY OF DE PERE

Building Inspection

335 South Broadway, De Pere, WI 54115 | 920-339-4053 | www.deperewi.gov



City of De Pere Building Inspection Division

Memo

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

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

PART II - MUNICIPAL CODE
Chapter 94 BUILDING AND PROPERTY MAINTENANCE CODE

Chapter 94 BUILDING AND PROPERTY MAINTENANCE CODE¹

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

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

- (1) Establishing minimum standards governing the condition and maintenance of buildings and other structures, either occupied or unoccupied and exterior properties.
- (2) Establishing the responsibilities of owners and occupants for the maintenance of the prescribed minimum standards.
- (3) Providing the means of administering and enforcing such minimum standards.

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

(Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-2. Definitions.

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

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

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

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

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

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

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

Bath means a bathtub or shower stall.

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

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

Duplex means a structure with two dwelling units.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(Supp. No. 78)

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

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

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

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

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

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

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

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

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

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

Sleeping room means a room used for sleeping purposes.

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

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

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

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

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

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

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

- (a) Words used in the present tense shall include the future, and words used in the singular number shall include the plural number, and the plural, the singular.
- (b) The word "shall" is mandatory and not discretionary.
- (c) The word "may" is permissive.

(Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-3. Property and premise maintenance.

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

- (1) *Grading and drainage.* All premises shall be graded and maintained to prevent soil erosion and the accumulation of stagnant water thereon, or within any building or structure. Stormwater shall be properly conveyed to prevent any stormwater to enter the dwelling, basement or crawlspace.
- (2) *Sidewalks and driveways.* Sidewalks, driveways, walkways, and stairs shall be maintained and free from any hazardous conditions.
- (3) *Refuse and debris.* All exterior property areas, including yards, courts, lots and accessory buildings, shall be kept free and clear of any physical hazards, refuse, debris or materials of any sort, including piled lumber, wood, brick, or stone, which would tend to cause a health, accident or fire hazard, or which would obstruct egress of occupants, or interfere with firefighting operations, or act as a breeding place and harborage for rodents, vermin or insects.
- (4) *Garbage and rubbish facilities.* Every dwelling unit shall be provided with adequate facilities for the storing of garbage and rubbish. Such facilities shall comply with the provisions of chapter 82 of this Code. Every dwelling unit located on premises with two or more additional dwelling units shall have such facilities supplied.
- (5) *Removal of fire hazards.* No person shall keep or deposit, or allow to be kept or deposited, within the city, any ashes, live coals, or cinders within 20 feet of any frame building, fence, wood pile, lumber, or other combustible material unless the same shall be placed in a depository constructed of brick, stone or other fire resistant material.
- (6) *Exhaust terminations and discharge.* Exhaust pipes, ducts, blower housings shall not discharge or convey gases, vapor hot air, grease, smoke or other gases or particulates directly on adjacent properties.

(Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-4. Exterior dwellings and structures.

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

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

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- (2) *Structural members.* All building structural members and columns shall be maintained in a good sound condition, free from deterioration, and shall be capable of safely supporting live and dead loads.
- (3) *Exterior surfaces and trim.* All exterior surfaces shall be protected from the elements and deterioration and shall be maintained in good condition. All surfaces other than decay-resistant materials, including but not limited to: window frames, cornices, decks, porches, trim, door frames and doors shall be protected from decay by painting or other protective covering or treatment. Paint peeling and flaking on surfaces shall be scraped and painted. Cladding joints between the buildings envelop and the edge of windows, door, skylights, shall be weather resistant and water tight. Metal surfaces prone to rust and corrosion shall be coated with rust inhibiting coating or system.
- (4) *Roofs and drainage conveyance.* All roofs and flashing shall be in good condition to prevent water intrusion and to prevent deterioration to the structure. Roof drains, gutters and downspouts shall be maintained in good condition and to convey stormwater from the dwelling or structure.
- (5) *Overhangs, awnings and decorative trim.* Cornices, fascia, soffits, frieze boards, corbels and other decorative trims on dwellings and structures shall be maintained in good repair, with positive connections and in a safe condition. All overhangs and building extensions including, but not limited to awnings, canopies, signs, fire escapes shall be maintained in good repair and positively connected to the building, dwelling or structure.
- (6) *Stairways, decks, porches and balconies.* Every outside stairway, porch, deck, balcony attached to the dwelling or structure shall be structurally sound, positively connected, in good repair and capable of withstanding imposed live and dead loads.
- (7) *Guards and handrails.* All guards and handrails shall be firmly affixed, positively connected and capable of supporting imposed loads. Exterior and interior stairs having more than three risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 24 inches above the floor or grade below shall have guards. Handrails shall not be less than 30 inches in height or more than 38 inches in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 36 inches in height above the floor or landing, balcony, porch, deck, or ramp.
- (8) *Windows, doors, and skylights.* All windows, doors, frames and skylights shall be kept in good and sound condition, good repair, and weather tight. All windows and doors, except fixed windows shall be easy to operate and kept in good condition.
- (9) *Cleanliness of premises.* Every building, dwelling or dwelling unit and premises shall be kept clean, and also shall be kept free from vermin and any accumulation of dirt, filth, rubbish, debris, refuse, garbage or other objectionable matter.

(Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-5. Interior dwellings and structures.

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

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

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- (2) *Disposal of garbage.* Every owner/occupant of a building, dwelling or dwelling unit shall dispose of all the garbage and any other organic waste which might provide food for rodents in a clean and sanitary manner by placing it in the garbage disposal facilities or garbage storage containers as required by section 82-4 of this Code.
- (3) *Use of plumbing fixtures.* Every owner/occupant of a building, dwelling or dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation of such fixtures.
- (4) *Destruction, mutilation and defacing of property.* Every owner/occupant of a building, dwelling or dwelling unit, rooming unit, or nursing unit shall be responsible for the repair or replacement of any part of required residential real estate, required supplied fixtures and equipment, required supplied furnishings, or any other required property of an owner, when such has been willfully or wantonly damaged, mutilated or defaced by such occupant.
- (5) *Structural members.* All structural members and columns shall be structurally sound, positively connected and capable of supporting all live and dead loads.
- (6) *Interior surfaces.* All interior surfaces, including, windows, doors, casings and other trim shall be maintained in good, clean and sanitary condition. Any flaking, chipping, peeling of paint shall be repaired, removed or covered.
- (7) *Stairs and ramps.* All stairs, walking surfaces, landings, ramps shall be maintained in sound condition and in good repair.
- (8) *Guards and handrails.* All guards, handrails and associated trim shall be positively connected and capable of supporting imposed loads and shall be maintained in good condition.

(Ord. No. 17-24, § 1, 12-5-2017)

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

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

- (1) *Light and ventilation.* Every habitable room, toilet room and bathroom shall have at least one window facing directly to the outdoors. The minimum total window area shall be at least eight percent of the net floor area of the room. At least one-half of the window in any sleeping room shall be made so as to open full width, unless other means of adequately ventilating such rooms are installed and operating. The outside window in every toilet or bathroom shall have a total area of at least eight percent of the floor area, but not less than four square feet, except that no window or skylight is required in adequately ventilated bathrooms or toilet rooms equipped with a ventilation system which is kept in continuous operation. Exhaust ventilation shall be installed in all toilet rooms serving a water closet, urinal and a tub or shower.
 - a. *Common halls and stairs.* Every common hall, corridor and stairs in residential buildings and commercial occupancies, other than in one and two-family dwellings, shall be illuminated at all times with not less than one foot candle measured at the walking/floor level for each 200 square feet of floor area or equivalent illumination be provided such that luminaires shall not be greater than 30 feet apart. Means of egress, including exit discharge, stairways shall be illuminated at all times the building or structure is occupied with illumination levels of not less than one foot candle at floors, landings and treads.

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- b. *Doors and windows* All doors required for ventilation and all windows shall be protected with insect screen equivalent to not less than 16-wire mesh installed to prevent the entrance of flies, mosquitoes and other insects, annually during May before June 1 and maintained until storm windows are installed in autumn. All exterior doors and windows shall have storm windows or storm doors installed or maintained to prevent excessive drafts and heat loss no earlier than October 15, but no later than November 15 annually.
 - c. *Other spaces.* All other spaces shall be provided with natural or artificial light to provide adequate illumination to maintain sanitary conditions and safe occupancy of the space for utilization of appliances, equipment and fixtures.
- (2) *Clothes dryer exhaust.* Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted to the exterior of the dwelling or structure and consist of rigid and smooth-walled piping.
- (3) *Occupancy requirements.* All residential dwelling units, hotel units, rooming units and dormitories shall provide privacy and be separated from other adjoining spaces and shall not be occupied by more than one family.
- a. *Ceiling height and room widths.* A habitable room, other than a kitchen shall not be less than seven feet. Kitchens shall have a minimum clear passageway of 30 inches between counter fronts, walls, kitchen island base unit, cabinets and appliances.
- Exceptions:*
- 1. Single-family and two-family dwellings shall permit beams and girders to project no more than eight inches below the required ceiling height.
 - 2. Basement rooms in single-family and two-family dwellings used for recreational purposes shall have a ceiling height of no less than six feet ten inches with a minimum clear height of six feet four inches under beams, girders, ducts or similar obstructions.
- b. *Bedroom and living room requirements.* Bedrooms in dwellings and dwelling units shall be a minimum of 70 square feet and bedrooms that are occupied by more than one person shall not be less than 50 square feet of net floor area for each occupant thereof. Living rooms shall not be less than 100 square feet per net floor area. Dining rooms in dwellings and dwelling units with three to five occupants shall not be less than 80 square feet; more than six occupants shall not be less than 100 square feet.
 - c. *Water closet access.* All bedrooms in dwellings and dwelling units shall have access to one bathroom containing a minimum of one water closet and lavatory without passing through another bedroom.
 - d. *Kitchens and non-habitable spaces.* Kitchens and non-habitable spaces shall not be used for sleeping purposes. Spaces that are provided for food preparation shall contain adequate space to serve foods in a sanitary means.
 - e. *Efficiency unit.* An efficiency unit in a residential dwelling or dwelling unit occupied by not more than one occupant shall have a minimum net clear floor area of not less than 120 square feet. A dwelling unit occupied by not more than two occupants shall not have a net clear floor area of not less than 220 square feet. A dwelling unit occupied by three occupants shall have a net clear floor area of 320 square feet. The unit shall be provided with a kitchen sink, cooking appliance and a refrigerator having a net clear working space of 30 inches in front. The unit shall be provided with a bathroom containing a water closet, lavatory, and a tub or shower.

(Ord. No. 17-24, § 1, 12-5-2017)

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Sec. 94-7. Heating facilities.

- (a) Any building, dwelling or dwelling unit designed to be used for dwelling purposes shall be supplied, maintained and equipped with heating facilities, which shall be properly installed, be maintained in good working condition, and be capable of adequately heating all habitable rooms, bathrooms, and toilet rooms contained therein, or intended for use by the occupants thereof, to a temperature of at least 70 degrees Fahrenheit, at a distance of three feet above floor level, when the outside temperature is at or above 15 degrees below zero Fahrenheit. This subsection shall not act to permit the use of space heaters where such use is prohibited by either the city building or heating code, or the state uniform dwelling code and HVAC codes, when applicable. Every supplied central heating system shall comply with the city building and heating codes and with the state uniform dwelling and HVAC codes, when applicable. It shall also comply with the following requirements:
1. The central heating unit shall be in good operating condition.
 2. Every heat duct, steam pipe and hot water pipe shall be free of leaks and shall function so that an adequate amount of heat is delivered where intended.
 3. Every seal between the sections of a warm air furnace shall be tight so noxious gases will not escape into the heat ducts.
- (b) Every space heater shall comply with the city building and heating codes and the state uniform dwelling code and HVAC codes when applicable, and all of the following requirements:
1. No space heater burning solid, liquid or gaseous fuels shall be of portable type.
 2. Every space heater burning solid, liquid or gaseous fuels shall be properly vented.
 3. The location of space heaters, the insulation of walls and ceilings close to such heaters, the construction, installation and guarding of smoke pipes and walls or ceilings which they go through, shall be in accordance with the uniform dwelling code and HVAC codes.

(Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-8. Electrical.

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

- (1) Every dwelling unit or room shall have electric service capable of providing at least three watts per square foot of total floor area (air conditioners, ranges, space heaters and motor driven equipment 1/8 hp. or over excluded).
- (2) Every lavatory, bathroom, kitchen or kitchenette, dining room, laundry room, furnace room shall contain at least one approved ceiling or wall type electric light fixture equipped with sufficient lamps or tubes to provide no less than five foot candles at floor level at center of room. Where more than one fixture is used or required, they shall be equally spaced as far as practicable. (A switched outlet may be substituted for ceiling or wall fixture in dining room.)

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- (3) Convenience outlet receptacles shall be provided as follows: (measurements are at room perimeter and include doors and door-alcoves) Living room requires one receptacle per 75 square feet. Dining room requires one per 75 square feet. Kitchen one per eight feet or fraction of countertop and preparation area measured at rear (preparation area includes countertops, sinks, range tops, and all other similar areas at counter height). Island type work areas require one for each eight feet or less of length. Separate outlets shall be provided for refrigerators. Dining areas in kitchen requires one per 75 square feet. Bedroom requires one per 75 square feet. Laundry requires one (when laundry equipment is present). Bathrooms and lavatories require one (may be part of wall fixture if 72 inches or less from floor). Other habitable rooms require a minimum of two fixed appliances exceeding 1/8 hp. or 300 watts rating shall not be connected to general purpose branch circuits.
- (4) Convenience outlets are to be located to prevent use of extension cords. All cords and temporary wiring not in compliance with NEC Article 400-A, and all exposed abandoned wiring shall be removed.
- (5) All electrical service equipment shall be provided with proper working clearances, properly labeled and shall be provided with sufficient illumination.

(Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-9. Plumbing.

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

- (1) *Water heating equipment.* Every residential dwelling and dwelling unit shall have supplied water heating facilities which are properly installed, are maintained in safe and good working conditions, are properly connected with the hot water lines required hereunder and are capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at any required kitchen sink, lavatory basin, bathtub or shower at a temperature of not less than 120 degrees Fahrenheit.
- (2) *Water distribution system.* Every plumbing fixture or appurtenance that requires water supply shall be properly connected to the municipal water service and shall be in accordance with the Wisconsin uniform plumbing code. The water supply system shall be maintained in a safe, sanitary, good working order and shall be provided with sufficient volume and velocity to function properly.
- (3) *Public toilet facilities.* Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the Wisconsin uniform plumbing code. Toilet rooms shall provide privacy with a door and interior locking device provided to all common or shared bathrooms and toilet rooms. Toilet facilities for employees shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area. Public facilities shall be either separate or unisex facilities. Toilets and urinals, and pipes connected therewith, shall be protected against freezing.

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

(Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-10. Egress.

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

- (1) *Means of egress doors.* Egress doors shall be readily openable from the egress side and the door shall swing in the path of egress when the occupant load of a commercial building exceeds 50 occupants of the room or area. Means of egress doors shall be side hinged and provide hardware to make it readily openable without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the International Building Code.
- (2) *Basement egress.* No basement space shall be used as a sleeping room or dwelling unit unless such sleeping room or dwelling unit is in conformity with existing city or state building codes.
- (3) *Exits required.* One exit shall be provided in commercial buildings, rooms and spaces where the occupant load is 49 or less and the exit travel distance does not exceed 75 feet. Two exits shall be provided in commercial buildings where the occupant load exceeds 50 occupants. Three exits shall be provided where the occupant load exceeds 500.
- (4) *Fire escape access.* Emergency escape access and openings shall be maintained in accordance with the code in effect at the time of construction. They shall be maintained in a sound, safe and good condition.

(Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-11. Roominghouses.

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

- (1) *Applicability of chapter provisions.* No person shall operate a roominghouse unless all of the requirements of sections 94-4, 94-5(5), 94-5(6), 94-6 and 94-7 are complied with; provided, however, that for the purpose of interpreting the requirements of the designated sections applicable to the enforcement of this subsection, the words "multiple dwelling" or "dwelling" shall be interpreted to mean roominghouse, and the words "dwelling unit" and "dwelling units" shall be interpreted to mean rooming unit or rooming units. Every dwelling unit located within a roominghouse shall comply with all of the requirements for dwelling units as established in accordance with the provisions of this section.
- (2) *Toilets and lavatory basins.* At least one toilet and one lavatory basin, properly connected to an approved water and sewer system and in good working condition, shall be supplied for each ten persons or fraction thereof residing within a roominghouse, including members of the operator's family whenever they share the use of the facilities.
- (3) *Baths.* At least one bath, properly connected to an approved water and sewer system and in good working condition, shall be supplied for each eight persons or fraction thereof residing within a

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

- (4) *Location of sanitary facilities.* Every toilet, lavatory basin and bath shall be located within rooms, which afford privacy to a person within such rooms. All such facilities shall be located within the roominghouse as to be accessible to the occupants of each rooming unit sharing such facilities without going outside of the dwelling and without going through another dwelling unit or through a rooming unit of another occupant.
- (5) *Minimum floor area for sleeping purposes.* Every room occupied for sleeping purposes, by one person, shall contain at least 70 square feet of floor space and 490 cubic feet of air space, and every room occupied for sleeping purposes by more than one person shall contain at least 60 square feet of floor space and 400 cubic feet of air space for each occupant, except that these requirements shall be reduced by one-half for children under 12 years of age.
- (6) *Meals in rooming units.* No occupant of a roominghouse shall prepare or eat meals in a roominghouse unless such meals are prepared or eaten in a dwelling unit contained therein. The operator shall post in every rooming unit a sign on which shall be written or printed, in letters not less than 3/8 of one inch in height, the following words, "No Cooking Permitted in This Room," and such sign shall remain so posted at all times.
- (7) *Sanitary maintenance.* The operator of every roominghouse shall be responsible for the sanitary maintenance of all walls, floors and ceilings, and for maintenance of a sanitary condition in every other part of the roominghouse, and he or she shall be further responsible for the sanitary maintenance of the entire premises where the entire structure or building within which the roominghouse is contained is leased or occupied by the operator.
- (8) *Reporting of communicable disease by operator.* It shall be the duty of the operator of a roominghouse to report to the city health officer within 24 hours the name of any person living in the roominghouse who is suffering from any communicable disease, and such report shall be made whenever there is reason to believe or suspect that any person in such roominghouse may be afflicted with any communicable disease.

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(Ord. No. 17-24, § 1, 12-5-2017)

Sec. 94-12. Inspections.

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

(Ord. No. 17-24, § 1, 12-5-2017)

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Sec. 94-13. – Inspection Service Fees.

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

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

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Sec. 94-14. Emergency situations.

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

(Ord. No. 17-24, § 1, 12-5-2017)

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Sec. 94-15. Special Inspection Warrants.

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

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Sec. 94-16. Condemnation of unsafe and unfit dwellings and dwelling units.

- (1) Any building, structure, dwelling or dwelling unit which the inspector finds to have any of the following defects shall be condemned as unfit for human habitation, occupancy or use:
 - a. One which is so old and so damaged, out of repair, decayed, dilapidated, unsanitary, difficult to heat, unsafe, or vermin infested or otherwise unfit for human habitation that it creates a hazard to the health or welfare of the owner or of the occupants or of the public;
 - b. One which lacks illumination, ventilation or sanitary facilities adequate to protect the health or welfare of the occupants, or of the general public; or
 - c. One which, because of its general condition or location, is unsanitary or otherwise dangerous to the health or welfare of the occupants or of the general public. Any building, structure, dwelling or dwelling unit may be condemned as unfit for human habitation by the city if the owner or occupant fails to comply with any order based on the provision of this section, or any rule or regulations adopted pursuant thereto, provided that such building, structure, dwelling or dwelling unit is, in the opinion of the inspector, unfit for human habitation by reason of such failure to comply.

-
- (2) *Vacation by inhabitants.* Any building, dwelling or dwelling unit condemned as unfit for human habitation and use and so designated shall be repaired or vacated within a reasonable time as ordered by the inspector.
 - (3) *Condemnation procedures.* This condemnation of dwellings and dwelling units as unfit for human habitation, occupancy or use, ~~may shall~~ be carried out according to the provisions of Wis. Stats. § 66.04135.

(Ord. No. 17-24, § 1, 12-5-2017)

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

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

- (1) *Maintenance of non-dwelling structures.* Every foundation, exterior wall, roof, window, exterior door, basement hatchway and every other entranceway of every non-dwelling structure shall be so maintained as to prevent the structure from becoming a harbor for rats and shall be kept in a reasonably good state of maintenance and repair.
- (2) *Protection of exterior wood surfaces and fences.* All exterior wood surfaces of all non-dwelling structures and fences shall be properly protected from the elements and against decay by paint or other approved protective coating applied in a workmanlike manner. All exterior wood surfaces and fences shall be kept in a reasonably good state of maintenance and repair or shall be removed.

(Ord. No. 17-24, § 1, 12-5-2017)

2023 BUILDING DEPARTMENT FEES

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

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



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: December 13, 2022

DEPARTMENT: Information Technology

FROM: Steve Massey

SUBJECT: Consideration and Possible Action for Approval of IT Cybersecurity Software Contract.*

ATTACHMENTS:

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

CITY OF DE PERE MEMO



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

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

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

SDM

netwrix

Price Quote

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



PRICE QUOTE

QUOTE # Q-26844

DATE: 9/19/2022

EXPIRATION DATE: 12/30/2022

IMPORTANT:

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

Currency: USD

Payment Terms: Net 30

Billing Frequency: Annual

Netwrix Corporation

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

Remittance Address: PO BOX 2081, Dublin, Ohio 43017

W-9: <https://www.netwrix.com/W-9>

Phone: (949) 407-5125

Fax: (201) 490-8841

E-mail: alex.shahlaie@netwrix.com

Web: <https://www.netwrix.com>

TO:

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

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

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

Included Products
JumpStart - Netwrix SbPAM

Quote Total **USD 8,487.25**

Notes:**HOW TO PLACE AN ORDER:**

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

ACCEPTED METHODS OF PAYMENT :

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

Netwrix Corporation Software License Agreement: www.netwrix.com/EULA

QUESTIONS OR FEEDBACK? Please contact the sales representative below

Quote prepared by: Alex Shahlaie, alex.shahlaie@netwrix.com, x

NOTE: If the following page is left blank it is due to an optional PO attachment requirement by DocuSign.



ORDER FORM

QUOTE # Q-26844

PO#:

DATE:

Payment Terms: Net 30

Billing Frequency: Annual

Company name:

Licensee:

Billing Address

Street Address:

City/Town:

State/Province:

Postal Code:

Country:

Billing Contact*

First Name:

Last Name:

Email:

Phone:

Fax:

Shipping Address

Street Address:

City/Town:

State/Province:

Postal Code:

Country:

Account Department Contact**

First Name:

Last Name:

Email:

Phone:

Fax:

Send license code to (email) :

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

Authorized signature:

Title:

Date:

*Billing Contact - the person who approves this order so it could be processed and sent to the accounting department (e.g. Approver, Buyer)

**Accounting Department Contact - the person who will process payment for the PO/Invoice (could be the same as Billing Contact)

FURTHER STEPS:

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



DELIVERY TERMS

QUOTE # Q-26844

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

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

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

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

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

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

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

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

Netwrix Corporation Software License Agreement: www.netwrix.com/EULA

QUESTIONS OR FEEDBACK? Please contact the sales representative below.

Sales person: Alex Shahlaie, , alex.shahlaie@netwrix.com



QUOTE # Q-26844

\$ Payment by wire/ACH in full.

Electronic funds transfer should be made to the Netwrix Corporation Bank Account specified in the invoice issued by the Netwrix Accounting Team.

All Bank fees assessed must be paid by the Customer. Do not allocate fees against the total invoiced amount. Only payments received in full per the invoiced total will be processed.

\$ Payment by check in full.

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

WHAT ARE THE PAYMENT TERMS?

Payment terms are determined by your dedicated Netwrix Account Manager.

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

netwrix

Price Quote

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



PRICE QUOTE

QUOTE # Q-27684

DATE: 12/5/2022

EXPIRATION DATE: 12/30/2022

IMPORTANT:

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

Currency: USD

Payment Terms: Net 30

Billing Frequency: Annual

Netwrix Corporation

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

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

W-9: <https://www.netwrix.com/W-9>

Phone: (949) 407-5125

Fax: (201) 490-8841

E-mail: alex.shahlaie@netwrix.com

Web: <https://www.netwrix.com>

TO:

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

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

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

Included Paks

Least Privilege Security Complete Pak - Subscription

Quote Total **USD 13,708.80**

Notes: Netwrix will bill annually as follows:

Year 1: \$4,569.33

Year 2: \$4,569.33

Year 3: \$4,569.33

Total billed over 3 Years: \$13,708

HOW TO PLACE AN ORDER:

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

ACCEPTED METHODS OF PAYMENT :

- **Credit Card:** Orders equal to or less than \$5,500 may be paid by credit card.
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Netwrix Corporation Software License Agreement: www.netwrix.com/EULA

QUESTIONS OR FEEDBACK? Please contact the sales representative below

Quote prepared by: Alex Shahlaie, alex.shahlaie@netwrix.com, x

NOTE: If the following page is left blank it is due to an optional PO attachment requirement by DocuSign.



ORDER FORM

QUOTE # Q-27684

PO#:

DATE:

Payment Terms: Net 30

Billing Frequency: Annual

Company name:

Licensee:

Billing Address

Street Address:

City/Town:

State/Province:

Postal Code:

Country:

Billing Contact*

First Name:

Last Name:

Email:

Phone:

Fax:

Shipping Address

Street Address:

City/Town:

State/Province:

Postal Code:

Country:

Account Department Contact**

First Name:

Last Name:

Email:

Phone:

Fax:

Send license code to (email) :

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

Authorized signature:

Title:

Date:

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DELIVERY TERMS

QUOTE # Q-27684

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

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

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Netwrix Corporation Software License Agreement: www.netwrix.com/EULA

QUESTIONS OR FEEDBACK? Please contact the sales representative below.

Sales person: Alex Shahlaie, , alex.shahlaie@netwrix.com



QUOTE # Q-27684

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

WHAT ARE THE PAYMENT TERMS?

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City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: December 13, 2022

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Request of Alderperson Raasch for Consideration and Possible
Action to Waive Fees Issued under De Pere Municipal Code Section
74-10 for Destruction of Noxious Weeds at 2348 Indy Court.*

ATTACHMENTS:

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

CITY OF DE PERE MEMO



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

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

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

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

Please contact me if you have any questions.



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: December 13, 2022

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Consideration and Possible Action on Recommendation to Approve Updated Agreement with Bellin Health for Onsite Services.*

ATTACHMENTS:

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

CITY OF DE PERE MEMO



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

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

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

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

Thank you.



ONSITE SERVICES AGREEMENT

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

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

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

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

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

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

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

3. **Term of Agreement.**

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

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

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

4. **Miscellaneous.**

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

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

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

- (i) In the event Client contracts for the Services of any midlevel provider listed in Section 2(a)(5) through 2(a)(8) above, Client agrees to provide, in addition to those items in Section 4(b), one (1) private examination room; one (1) functional bathroom to be used for the purpose of providing Services hereunder during the time Bellin staff are onsite; a waiting area; office space; and a dedicated telephone line capable of making and receiving outside calls.
- (ii) Client acknowledges that Bellin may store equipment and supplies, pharmaceuticals, and other Bellin property in space provided by Client under this Section. Such space shall be secure and locked from general access at all times not occupied by Bellin, and Client shall be responsible for any and all loss, damage or liability incurred by Bellin and relating to Bellin's property due to any intentional or negligent act or omission of Client or Client's employees, agents, invitees or contractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF DE PERE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Onsite Services Addendum – for Onsite Nurse

Onsite Services Addendum

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

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

Resolution #



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: December 13, 2022

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Consideration and Possible Action to Approve the 2023
Classification and Compensation Appeal Recommendation.*

ATTACHMENTS:

- Memo to Council -Appeals (PDF)

CITY OF DE PERE MEMO



To: Members of the Common Council

From: Shannon Metzler, Human Resources Director

Date: December 13, 2022

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

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

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



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: December 13, 2022

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Consideration and Possible Action on Recommendation to End
Emergency Paid Leave Time for COVID-19 Absences.*

ATTACHMENTS:

- Memo to End Covid Pay (PDF)

CITY OF DE PERE MEMO



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

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

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

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

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

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

Thank you.



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: December 13, 2022

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Consideration and possible action on the 2021 short term note.*

ATTACHMENTS:

- 2022 Short Term Note Memo - December 8-2022 (PDF)
- Associated Bank Short Term Note Commitment Letter 2022- 11-18-22 (PDF)
- Reso22-XXX 2022 Short Term Note (PDF)

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

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

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



November 18, 2022

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

RE: Financing

Dear Joe:

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

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

**Expiration of
Commitment:**

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

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

Sincerely,

Name: *Joseph G. Hockers*

Joseph G. Hockers

Title: Senior Vice President

ACCEPTANCE

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

By: _____

Joseph G. Zegers – Finance Director City of De Pere

RESOLUTION #22-XXX

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

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

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

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

Resolution #22-XXX

Page 2 of 3

all of which constitute public purposes; and

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

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

WHEREAS, the promissory note shall be on the terms and conditions authorized below; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to issue a promissory note for the purposes expressed above provided such note is on the following terms:

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

BE IT FURTHER RESOLVED THAT:

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

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

December, 2022.

APPROVED:

Resolution #22-XXX

Page 3 of 3

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Committee Approval: December 13, 2022



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: December 13, 2022

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Review and possible action on City of De Pere Investments and Cash Detail report for Oct. 2022.

ATTACHMENTS:

- October 2022 Investment Memo - 12.13.22 (PDF)
- October 2022 Investment Schedule_12-13-22 (PDF)

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: December 8th, 2022
Subject: Cash and Investments Report for October 31st, 2022

I have attached a summary of the City's Cash and Investments for your information and review as of October 31st, 2022. I have also attached last year's monthly summary of the accounts from January 1 to December 31, 2021 so you can see comparable activity throughout the course of the year for all accounts. As you can see, the City investments return decreased \$359,591 in **market** value for the **year** through October 31st, 2022. For your information, our budgeted annual amount for general fund investment income for 2022 is \$100,000. The LGIP investment account decreased over \$840,000 in **October** of 2022 due to receipt of state highway aids of \$367,000 and interest of \$43,000 offset by payments for account payable and payroll of \$1,250,000. Our Associated Money Market increased \$3,600 for interest in **October** of 2022. Feel free to contact me should you have any questions on this.

DE PERE CASH AND INVESTMENT YEARLY SUMMARY

October 31, 2022

	31-Jan-2022	28-Feb-2022	31-Mar-2022	30-Apr-2022	31-May-2022	30-Jun-2022
CHECKING ACCOUNTS						
CITY CHECKING	1,882,432.25	1,656,061.96	1,252,891.03	1,426,451.35	1,536,669.18	2,289,596.82
HEALTH CHECKING	2,055,650.69	1,940,553.16	1,916,059.42	1,899,131.96	1,909,738.45	1,932,450.88
DENTAL CHECKING	76,478.58	77,741.34	79,124.80	81,774.28	78,088.86	76,231.42
SUBTOTAL	\$ 4,014,561.52	\$ 3,674,356.46	\$ 3,248,075.25	\$ 3,407,357.59	\$ 3,524,496.49	\$ 4,298,279.12
TOTAL CASH	\$ 4,014,561.52	\$ 3,674,356.46	\$ 3,248,075.25	\$ 3,407,357.59	\$ 3,524,496.49	\$ 4,298,279.12
INVESTMENTS						
LGIP	8,036,518.10	7,437,020.05	8,496,842.98	8,866,665.54	9,013,513.87	10,327,894.63
ASSOCIATED BANK TRUST	5,035,698.64	5,015,530.03	4,940,436.94	4,910,138.71	4,939,133.74	4,912,204.19
CHARLES SCHWAB INVESTMENTS	6,330,928.23	6,300,725.14	6,239,753.59	6,207,989.76	6,213,759.36	6,188,228.26
MONEY MARKET	18,842,507.70	12,690,550.12	11,691,830.39	10,192,939.12	9,195,922.20	6,200,046.32
TOTAL INVESTMENTS	\$ 38,245,652.67	\$ 31,443,825.34	\$ 31,368,863.90	\$ 30,177,733.13	\$ 29,362,329.17	\$ 27,628,373.40
TOTAL CASH AND INVESTMENTS	\$ 42,260,214.19	\$ 35,118,181.80	\$ 34,616,939.15	\$ 33,585,090.72	\$ 32,886,825.66	\$ 31,926,652.52

	31-Jul-2022	31-Aug-2022	30-Sep-2022	31-Oct-2022	30-Nov-2022	31-Dec-2022
CHECKING ACCOUNTS						
CITY CHECKING	822,949.66	953,122.70	1,901,788.97	1,535,230.43	-	-
HEALTH CHECKING	1,954,331.82	1,981,651.18	1,992,335.23	1,986,103.44	-	-
DENTAL CHECKING	80,211.31	84,975.21	88,158.71	92,293.53	-	-
SUBTOTAL	\$ 2,857,492.79	\$ 3,019,749.09	\$ 3,982,282.91	\$ 3,613,627.40	\$ -	\$ -
TOTAL CASH	\$ 2,857,492.79	\$ 3,019,749.09	\$ 3,982,282.91	\$ 3,613,627.40	\$ -	\$ -
INVESTMENTS						
LGIP	15,457,457.14	10,513,113.79	17,600,772.37	16,761,594.21	-	-
ASSOCIATED BANK TRUST	4,931,903.14	4,881,928.96	4,826,928.96	4,814,746.43	-	-
CHARLES SCHWAB INVESTMENTS	6,204,320.19	6,167,572.91	6,110,761.69	6,097,149.08	-	-
MONEY MARKET	6,204,659.81	3,410,209.27	3,413,712.90	3,417,337.04	-	-
TOTAL INVESTMENTS	\$ 32,798,340.28	\$ 24,972,824.93	\$ 31,952,175.92	\$ 31,090,826.76	\$ -	\$ -
TOTAL CASH AND INVESTMENTS	\$ 35,655,833.07	\$ 27,992,574.02	\$ 35,934,458.83	\$ 34,704,454.16	\$ -	\$ -

DE PERE CASH AND INVESTMENTS SUMMARY

October 31, 2022

CASH ACCOUNTS	
CHECKING ACCOUNTS	BALANCE
CITY CHECKING	\$ 1,535,230.43
HEALTH CHECKING	\$ 1,986,103.44
DENTAL CHECKING	\$ 92,293.53
SUBTOTAL	\$ 3,613,627.40
RESTRICTED	.
WATER BOND MM	
SUBTOTAL	\$ -
TOTAL CASH	\$ 3,613,627.40

INVESTMENTS			
	BALANCE	INTERST AND APPRECIATION	RATE OF RETURN
LGIP	\$ 16,761,594.21	\$ 135,936.78	1.13%
ASSOCIATED BANK TRUST	\$ 4,814,746.43	\$ (263,283.64)	-6.22%
CHARLES SCHWAB INVESTMENTS	\$ 6,097,149.08	\$ (262,233.37)	-4.95%
MONEY MARKET	\$ 3,417,337.04	\$ 29,989.63	1.26%
TOTAL INVESTMENTS	\$ 31,090,826.76	\$ (359,590.60)	
TOTAL CASH AND INVESTMENTS	\$ 34,704,454.16		

NOTE: The City budgeted \$100,000 for general fund revenues in the 2022 Adopted Budget.

DE PERE CASH AND INVESTMENT YEARLY SUMMARY

December 31, 2021

	31-Jan-2021	28-Feb-2021	31-Mar-2021	30-Apr-2021	31-May-2021	30-Jun-2021
CHECKING ACCOUNTS						
CITY CHECKING	2,331,022.04	622,001.07	1,751,077.31	1,053,658.55	823,811.66	159,026.31
HEALTH CHECKING	2,381,833.73	2,382,587.48	2,266,097.52	2,513,911.76	2,442,426.74	2,257,079.41
DENTAL CHECKING	61,720.12	65,793.24	55,511.60	72,493.72	71,018.59	71,572.27
SUBTOTAL	\$ 4,774,575.89	\$ 3,070,381.79	\$ 4,072,686.43	\$ 3,640,064.03	\$ 3,337,256.99	\$ 2,487,677.99
RESTRICTED						
WATER BOND MM	212,746.68	212,771.16	212,798.27	212,824.50	212,847.24	212,868.23
SUBTOTAL	\$ 212,746.68	\$ 212,771.16	\$ 212,798.27	\$ 212,824.50	\$ 212,847.24	\$ 212,868.23
TOTAL CASH	\$ 4,987,322.57	\$ 3,283,152.95	\$ 4,285,484.70	\$ 3,852,888.53	\$ 3,550,104.23	\$ 2,700,546.22
INVESTMENTS						
LGIP	14,005,155.49	14,932,003.97	13,684,325.96	8,532,120.21	7,691,508.67	8,998,581.68
ASSOCIATED BANK TRUST	5,090,384.50	5,092,253.12	5,091,028.45	5,101,344.27	5,107,360.65	5,103,518.76
CHARLES SCHWAB INVESTMENTS	6,376,185.39	6,364,936.76	6,372,504.48	6,384,748.23	6,385,186.86	6,378,376.40
MONEY MARKET	27,440.86	27,444.02	27,447.52	27,450.90	27,453.83	27,456.54
TOTAL INVESTMENTS	\$ 25,499,166.24	\$ 26,416,637.87	\$ 25,175,306.41	\$ 20,045,663.61	\$ 19,211,510.01	\$ 20,507,933.38
TOTAL CASH AND INVESTMENTS	\$ 30,486,488.81	\$ 29,699,790.82	\$ 29,460,791.11	\$ 23,898,552.14	\$ 22,761,614.24	\$ 23,208,479.60
	31-Jul-2021	31-Aug-2021	30-Sep-2021	31-Oct-2021	30-Nov-2021	31-Dec-2021
CHECKING ACCOUNTS						
CITY CHECKING	669,513.93	5,185,089.85	767,962.29	1,177,465.91	1,121,443.34	698,333.09
HEALTH CHECKING	2,137,820.32	2,201,756.16	74,134.00	2,180,493.68	2,212,728.37	2,188,211.99
DENTAL CHECKING	71,327.28	71,277.13	2,169,637.44	76,145.39	78,237.64	72,478.76
SUBTOTAL	\$ 2,878,661.53	\$ 7,458,123.14	\$ 3,011,733.73	\$ 3,434,104.98	\$ 3,412,409.35	\$ 2,959,023.84
RESTRICTED						
WATER BOND MM	212,889.92	212,911.62	212,932.62	212,954.32	212,971.82	-
SUBTOTAL	\$ 212,889.92	\$ 212,911.62	\$ 212,932.62	\$ 212,954.32	\$ 212,971.82	\$ -
TOTAL CASH	\$ 3,091,551.45	\$ 7,671,034.76	\$ 3,224,666.35	\$ 3,647,059.30	\$ 3,625,381.17	\$ 2,959,023.84
INVESTMENTS						
LGIP	12,313,429.27	5,959,824.53	3,960,047.45	13,277,053.10	9,667,924.32	7,668,380.45
ASSOCIATED BANK TRUST	5,102,473.14	5,104,975.54	5,098,389.98	5,086,792.43	5,085,108.03	5,078,030.07
CHARLES SCHWAB INVESTMENTS	6,389,315.23	6,380,939.85	6,378,209.02	6,372,888.06	6,359,382.45	6,359,382.45
MONEY MARKET	27,459.34	27,462.14	27,464.85	27,467.65	27,470.36	14,814,830.53
TOTAL INVESTMENTS	\$ 23,832,676.98	\$ 17,473,202.06	\$ 15,464,111.30	\$ 24,764,201.24	\$ 21,139,885.16	\$ 33,920,623.50
TOTAL CASH AND INVESTMENTS	\$ 26,924,228.43	\$ 25,144,236.82	\$ 18,688,777.65	\$ 28,411,260.54	\$ 24,765,266.33	\$ 36,879,647.34