Common Council

Regular Meeting

Agenda

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

Tuesday, September 21, 2021 | **7:30 PM** | **Council Chambers and Virtual**

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **September 21, 2021** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

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

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

I. Call to Order

1. Roll Call

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the September 7, 2021 Common Council meeting.

4. Public Hearing on a request to rezone Parcel WD-283 at 499 Main Av, approximately 0.0 feet southeast from the Main Av and N Fifth St intersection, from B-3 (Motor Vehicle Dependent Business District) to B-1 (Central Business District).

   A. Notice of Public Hearing.

   B. Recommendation from the Plan Commission.

   C. Ordinance #21-20 Rezoning Certain Property from B-3 Motor Vehicle Dependent Business District to B-1 Central Business District (Parcel WD-283; 499 Main Avenue).

5. Public Hearing on a request to rezone Parcel WD-68 at 675 Drift Inn Dr, approximately 240 feet southwest from the Drift Inn Dr and Parkview Rd intersection, from I-3 (General Industrial District) to B-2 (General Business District).

   A. Notice of Public Hearing.

   B. Recommendation from the Plan Commission.

   C. Ordinance #21-21 Rezoning Certain Property from I-3 General Industrial District to B-2 General Business District (Parcel WD-68; 675 Drift Inn Drive).

6. Public comment upon matters not on the agenda.

7. Presentation on newly created Police Social Worker position - request of Ald. Kundinger.

8. Recommendation from the Finance/Personnel Committee to transfer funds from Unassigned Reserves for De Pere Situation Room Video Conferencing System Replacement in the amount of $3,830.

9. Recommendation from the Finance & Personnel Committee to approve Columbia Southern University (CSU) Learning Partnership Benefit for the Fire Department.

10. Recommendation from the Finance/Personnel Committee to accept a $750 donation from Walmart to the Police Department for ballistic shield replacement.

11. Recommendation from Finance/Personnel Committee to Accept Quote from Municode, Inc. for Recodification and Online Code Services.

12. Recommendation from the Finance/Personnel Committee to approve the following expenses in connection with the City's collection of property tax payments (1st installment):

    A. $3,000 for bank collection software

    B, $1,500 to reimburse Brown County for the LandNav license for City property tax payment collection

13. Ordinance #21-22 Amending Chapter 82 De Pere Municipal Code Regarding Solid Waste/Curbside Recyclable Collection.

14. Resolution #21-98 Relocation Order for Transportation Purposes (Public Alleyway between South 5th Street and 4th Street).

15. Resolution #21-99 Approving and Adopting Revisions to Banner Policy for Commemorative, Civic, Education and Economic Development.

16. Resolution #21-100 Rescinding Resolution #20-127 Authorizing Municipal Project Agreement with Brown County (Traffic Signal Construction at Grant and Allard Streets).

17. Resolution #21-101 Accepting Brown County Crime Prevention Funding Board Grant to Police Department for Ballistic Shields.

18. Resolution #21-102 Authorizing Agreement for Consulting Services between the City of De Pere and Community Security Solutions LLC (Law Enforcement Organizational Study and Analysis for Police Department).

19. Resolution #21-103 Authorizing and Providing for the Sale and Issuance of $6,375,000 General Obligation Promissory Notes, Series 2021A, and All Related Details.

20. Resolution #21-104 Authorizing and Providing for the Sale and Issuance of $3,930,000 Taxable General Obligation Promissory Notes, Series 2021B, and All Related Details.

21. Resolution #21-105 Approving Grant Agreement Modification to Division of Public Health DPH Contract #47645-2.

22. Resolution #21-106 Approving Grant Agreement Modification to Division of Public Health DPH Contract #43561-7.

23. Voucher approval.

24. Future agenda items.

25. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Stu Sell, De Pere Hotel Group LLC
Jeff D. Meyer, Performance Diesel
Joshua Hibbits
Kalin McGuire
James J. Kropp
Wade Schmechel
Joseph T & Sandra M Kane
Mindy A Millar
Brian J Janquart
Matthew W Weber
Heather Coffey, Etal
Donald F & Suzanne M Roffers
Johanna Beal & Zachary Krueger
Jon R & Mariellen J Hannon
David F & Michelle L Willems
Emery J Maloney
Jake J Vandehei
Holewinski Properties LLC
Patrick E & Kathryn Vandreel
Joseph J Lick
David J Roy
Roger F Grueb
Brad W & Lisa L Pulshis
James F & Zoe K Micke
Richard C & Cheryl L Christensen
George W & Carol Ann Slack
Gary G Bonzell
Donna T Pasternak
Patrick J Duchateau
Donna J Wagner
Martin L Vandeven
Melody R Gottowski
Ahlstrom-Munksjo Nicolet LLC

James F Robinson, Etal
Park Place Holdings Reid Street LLC
Jonathan P Anderson
Matthew R Crull
Dale M Dombroski
Mervyn G Lally
Peoples Marine Bank of Green Bay
Dutch Boyz De Pere LLC
Karie A Verboomen
Timothy Linders
ISC Property LLC
Christ the Rock Church Inc
Capital Credit Union
Glenda R Enderson
Edward Y Lin
F & J Properties LLC
Joanne T Bornick
Kyle H Vandenheuvel
Diane K Dick
Daniel J Pagel
Grant Street Holdings LLC
Smooth Money of De Pere LLC
Christopher D Samp
Thomas R Krause
Gencap De Pere 1 LLC
Kenneth M Diny
Nicolet Highlands LLC
Capital Credit Union
Ivete C Miller
Linda L Steeno
Susan A Minten
Warren J Haganes
John Vandeven
Anterpreet Singh
Khaled Boubenider
Linda L Boywid, Trustee
Paul A Sullivan
Susan L Meyer
Dominic Carne
Bird Dog Properties LLC
Leroy P Kaczorowski Jr
Benz Resources LLC
Mack Gary S & Roberta J Revocable Trust
Ashland Properties LLC
Sharon J Zuleger
Gary E Johnson
Lasecki Troy Development No 3 LLC
Jason L Appleton
PD Real Estate Holdings LLC
Jachna LLC

Patton Susan M Revocable Trust
Sharon J Zuleger
Dawn M Gille
Retired Ashwaubenon Fire Co Number 213 Inc
Kris Teske, Village Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 21, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the September 7, 2021 Common Council meeting.**

ATTACHMENTS:

- 9-7-21 Common Council Minutes_Draft (PDF)

Common Council

Regular Meeting

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

Draft Minutes

Tuesday, September 7, 2021 **7:30 PM** **Council Chambers and Virtual**

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

Attendee Name	Title	Status	Arrived
Dan Carpenter	Alderperson	Present	
Mike Eserkaln	Alderperson	Present	
Jonathon Hansen	Alderperson	Present	
Amy Chandik Kundinger	Alderperson	Excused	
Shana Defnet Ledvina	Alderperson	Present	
John Quigley	Alderperson	Present	
Dean Raasch	Alderperson	Present	
Kelly Ruh	Alderperson	Excused	
James Boyd	Mayor	Present	

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the August 17, 2021 Common Council meeting.

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

4. Public comment upon matters not on the agenda.

   None.

5. Recommendation from the Board of Park Commissioners to Accept a Donation from De Pere Baseball valued at $23,750 to Improve Kelly Danen Ball Fields.

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Ledvina, Quigley, Raasch
EXCUSED:	Amy Chandik Kundinger, Kelly Ruh

6. Recommendation from the Finance/Personnel Committee to Approve the Purchase of Security Cameras and a Mobile Surveillance Trailer in the amount of $45,700, with Funding from Unassigned Reserves.

RESULT:	**APPROVED [5 TO 1]**
MOVER:	John Quigley, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Ledvina, Quigley
NAYS:	Dean Raasch
EXCUSED:	Amy Chandik Kundinger, Kelly Ruh

7. Recommendation from Plan Commission to approve a proposed 10 lot and 2 outlot preliminary extraterritorial plat of American Rapids Subdivision at 2700 BLK Lawrence DR in the Town of Lawrence (Parcels L-473, L-474, L-532, L-527).

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Ledvina, Quigley, Raasch
EXCUSED:	Amy Chandik Kundinger, Kelly Ruh

8. Recommendation from Plan Commission to approve a proposed 97 lot and 1 outlot preliminary plat of Mystic Creek at 2200 BLK French RD (Parcel WD-L499).

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

9. Consideration and Possible Action to Provide Employees with Emergency Paid Sick Leave for COVID-19. (Referred back to staff at the August 17, 2021 Council Meeting)

Alderperson Raasch expressed concern about putting a policy in place that could be construed as discriminatory; he feels that the benefit should be available to everyone if it is going to be offered. Alderperson Carpenter stated that he doesn't view this to be any different than other wellness incentives that Human Resources has offered in the past. He noted that the City is self-insured, and questioned what it would cost the City if an employee was hospitalized with COVID. Alderperson Ledvina asked if staff has considered offering two weeks of unpaid sick leave to unvaccinated employees. She expressed concern that this might lead to employees coming in to work feeling sick, or sending their children to school because they don't have enough leave time. Human Resources Director Shannon Metzler explained that all employees can take up to 40 hours per year of unpaid leave for any reason, as long as they have less than 40 hours of paid leave available. Alderperson Raasch stated that he does not disagree with Carpenter or Ledvina, but feels there's a better approach to encourage employees to get vaccinated. Alderperson Hansen asked how this would apply to an employee who may have a medical exemption. Shannon said in the event of a medical or religious exemption, the City would make decisions on accommodations. He then asked her to clarify her response to Alderperson Ledvina's question regarding two weeks of unpaid sick leave. Shannon specified that the policy is only one week of unpaid leave regardless of the

reason. The policy would have to be changed to include a second week. If an employee has completely exhausted their sick leave balance, they could potentially borrow against future sick time. Discussion followed on the use of incentives to encourage vaccination and the safety and efficacy of the vaccine.

RESULT:	**APPROVED [5 TO 1]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	John Quigley, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Ledvina, Quigley
NAYS:	Dean Raasch
EXCUSED:	Amy Chandik Kundinger, Kelly Ruh

10. Recommendation from the License Committee on the application for a Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for Gallaghers Acquisition, LLC, (DBA Gallaghers Pizza) 330 Reid St. Submitted by Gallaghers Acquisition, LLC, Agent: Vanessa Miller, Green Bay, WI.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Mike Eserkaln, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Ledvina, Quigley, Raasch
EXCUSED:	Amy Chandik Kundinger, Kelly Ruh

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

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Mike Eserkaln, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Ledvina, Quigley, Raasch
EXCUSED:	Amy Chandik Kundinger, Kelly Ruh

12. Ordinance #21-19 Amending Section 6-3 De Pere Municipal Code Regarding Rules of Order.

City Attorney Judy Schmidt-Lehman explained that the change provides a means to gain control over a committee meeting if needed. Alderperson Raasch encouraged staff to provide training to committee chairs who are not elected officials.

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

13. Resolution #21-90 Authorizing Agreement for Statutory Assessor, Maintenance and Annual Full Market Revaluation Services with Accurate Appraisal LLC (October 1, 2021-September 30, 2025) - referred back to staff at the August 17, 2021 Council Meeting.

City Administrator Larry Delo explained that this was referred back at the last meeting because staff had concerns with some errors that were discovered recently, and wanted to meet with Accurate to get clarification on why it occurred, as well as what would be done to ensure it didn't happen again. Alderperson Hansen stated that elected officials have received several complaints from property owners about their assessments being too high. Alderperson Hansen moved, seconded by Alderperson Eserkaln to open the meeting. Upon vote, motion carried unanimously. Chris Plamann, Director of Marketing and Sales for Accurate Appraisal, answered questions about how the assessors collect data and track customer service interactions. Alderperson Raasch moved, seconded by Alderperson Carpenter to close the meeting. Upon vote, motion carried unanimously. Alderperson Carpenter acknowledged that he also heard complaints a few years ago, so he attended an Open Book meeting, and was very happy with how it came out. Alderperson Ledvina said that she has contacted the assessor the last two years about her own home, and both times they lowered her assessment. She stressed the importance of communicating to residents that the onus is on them to review their assessment and contact the assessor if they feel it is warranted. Her concern with the process of blanket reassessments is that they could be incorrect, and property owners either don't know they have the power to question them, or feel it is too overwhelming. Alderperson Raasch acknowledged that it took him awhile to appreciate the process, but it does make sense to ensure that the City does not fall out of compliance.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	John Quigley, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Ledvina, Quigley, Raasch
EXCUSED:	Amy Chandik Kundinger, Kelly Ruh

14. Resolution #21-95 Approving Agreement for Consulting Services Between the City of De Pere and Timothy F. Heggland (National Register Nominations, Project No. WI-21-1005).

Alderperson Hansen reported that the consultant's fee came in under the grant amount, meaning that there will be $6,000 remaining from the grant funds. The Historic Preservation Commission will be considering possible options for the remaining funds at their next meeting.
Alderperson Hansen moved, seconded by Alderperson Ledvina to open the meeting. Upon vote, motion carried unanimously. Gene Hackbarth, Vice Chair of the Historic Preservation Commission, explained that the City of De Pere is a certified local government (CLG), and has been very successful since 2001 in applying for CLG subgrants. Alderperson Ledvina moved, seconded by Alderperson Carpenter to close the meeting. Upon vote, motion carried unanimously. Alderperson Hansen thanked Mr. Hackbarth for his work on this project.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Quigley, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Ledvina, Quigley, Raasch
EXCUSED:	Amy Chandik Kundinger, Kelly Ruh

15. Resolution #21-96 Authorizing Agreement for Contractor Services between the City of De Pere and Holubar Construction Company, Inc. (Railroad Spur Removal-Biotech Way).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Ledvina, Quigley, Raasch
EXCUSED:	Amy Chandik Kundinger, Kelly Ruh

16. Resolution #21-97 Approving Amendment #1 to Second Amended and Restated Pledge And Security Agreement.

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

17. Voucher approval.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Ledvina, Quigley, Raasch
EXCUSED:	Amy Chandik Kundinger, Kelly Ruh

18. Future agenda items.

None.

19. Adjournment.

Alderperson Carpenter moved, seconded by Alderperson Ledvina to adjourn the meeting at 8:10 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 21, 2021**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**C. Ordinance #21-20 Rezoning Certain Property from B-3 Motor Vehicle Dependent Business District to B-1 Central Business District (Parcel WD-283; 499 Main Avenue).**

On August 23, 2021 Plan Commission unanimously recommended approval of the rezoning by a vote of 6-0.

ATTACHMENTS:

- Ord21-20 (PDF)
- Public Hearing Notice (DOCX)
- 08-23-21 PC Report - Rezoning (DOCX)
- Application Form (PDF)
- Exhibit (PDF)

ORDINANCE #21-20
REZONING CERTAIN PROPERTY FROM B-3 MOTOR VEHICLE DEPENDENT
BUSINESS DISTRICT TO B-1 CENTRAL BUSINESS DISTRICT
(Parcel WD-283; 499 Main Avenue)

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

WHEREAS, the City Clerk, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 21st day of September, 2021 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

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

Section 1. That the following described property:

Parcel WD-283

All of Lot 12, the North 12.50 feet of Lot 13 and the North 85.00 feet of Lot 14 of Carabin's Addition to West De Pere, being located in part of Private Claim No. 29, West Side of Fox River, City of De Pere, Brown County, Wisconsin.

shall be and the same is hereby rezoned from the present zoning classification of B-3, Motor Vehicle Dependent Business District, to B-1, Central Business District, as set forth in and regulated by the provisions of §14-43 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, De Pere Municipal Code.

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

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of September, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/23/2021
Publication Date: _____
Effective Date: _____

Publish: September 3, 2021 and September 10, 2021 in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, September 21, 2021** at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on the request to rezone the following property:

Parcel WD-283 at 499 Main AV, approximately 0.0 feet southeast from the Main AV and N Fifth ST intersection, from B-3 (Motor Vehicle Dependent Business District) to B-1 (Central Business District).

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

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

Dated this 3rd day of September, 2021.

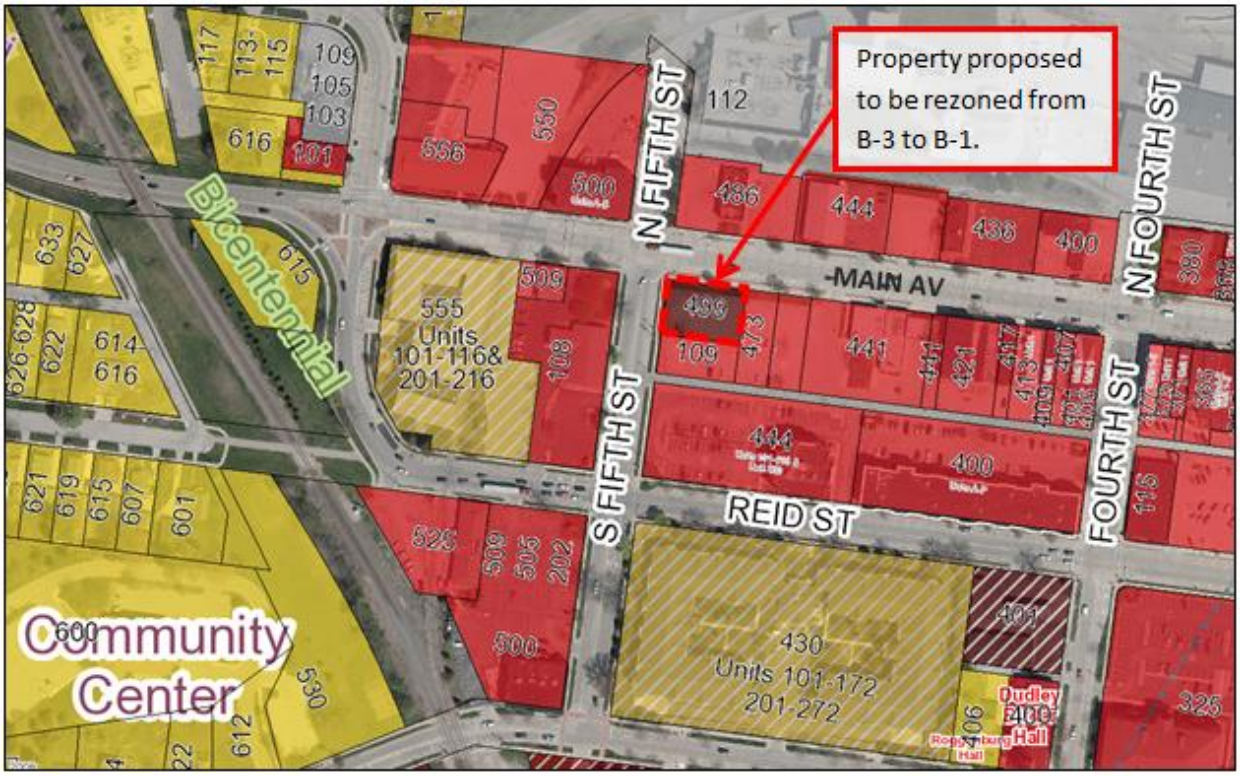
BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk

Item 10: **Consideration and possible action to rezone 499 Main AV (Parcel WD-283) from B-3 (Motor Vehicle Dependent Business District) to B-1 (Central Business District).***

SITE MAP



REQUESTED ACTION: Rezoning Request.

Rezone 499 Main AV from B-3 to B-1 to allow for uniform downtown zoning when combining parcels to develop a 60 room hotel and restaurant.

COMMON DESCRIPTION: 499 Main AV, located southeast from the Main AV and S Fifth ST intersection.

PARCEL NUMBERS: WD-283

EXISTING ZONING: R-3 (Motor Vehicle Dependent Business District)

SURROUNDING LAND USES: Restaurant (B-1) to the north.
Parking lot (B-1) to the south and east.
Bank (B-1) to the west.

COMPREHENSIVE PLAN: Transportation and Utilities.

APPLICANT / OWNERS:

<u>Authorized Representative</u>
De Pere Hotel Group LLC
ATTN: Stu Sell
980 American DR
Neenah, WI 54956

<u>Property Owner</u>
Same

SITE HISTORY: After an air photo review from 1936 to 2020, the site was developed, and a gas

station was located on the property by the 1970's By 2001, the gas station was razed, tanks were removed, and the construction of a parking lot soon followed.

On July 27, 2021 a petitioner proposed rezoning the parcel to match adjacent parcels, in anticipation of a hotel and restaurant development.

STAFF REVIEW:

When reviewing a rezoning request, staff considers the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. The proposed rezoning complies with the Comprehensive Plan and surrounding land uses, including matching adjacent existing uses.

Comprehensive Plan

The 2010 Comprehensive Plan text and the Future Land Uses Map (Figure 2-6) identify future uses as 'Transportation and Utilities,' which complies with the existing use as a parking lot. The adjacent future land uses are 'Commercial.'

- **The Future Land Use Map targets areas, and is not always tied to specific parcel lines.** Because of this, it is not always easy to determine the exact future land use for a specific parcel.
- **Adjacent future land uses may be considered without amending the Comprehensive Plan.** Because the future 'Transportation and Utilities' use is surrounded by future 'Commercial uses, Plan Commission can consider rezoning from B-3 to B-1 without a Comprehensive Plan Amendment.

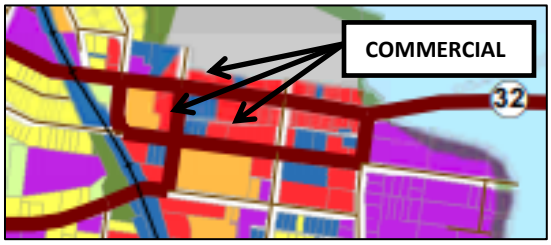
NOTE: the City is in the process of updating both the Zoning Code and the Comprehensive Plan, which will likely change the Future Land Use Map to a more flexible future downtown use category.

Surrounding Land Uses

The existing site zoning and surrounding land uses are referenced near the beginning of this report. The Comprehensive Plan reflects the following:

- Future 'Commercial' to the north, east and west.
- Future 'Transportation and Utilities' to the south.

CLIP FROM FUTURE LAND USE MAP



Desired Development Patterns

The Comprehensive Plan and the zoning, if changed to B-1, allows for the development of hotels and restaurants. The site is easily accessible being within the downtown area on Main AV.

If the zoning remains as B-3, hotels would not be allowed. B-3 permitted uses include drive-in and convenience food restaurants, gas stations, and motor repair shops (etc.) which are not necessarily desirable on the main corridor of the City's downtown.

Neighbor Outreach

All property owners within 300 feet of the subject area have been notified of this application via mail. One comment in support of the request was received as of the time this report was written.

REVIEW PROCESS: For rezoning applications, the Plan Commission provides a recommendation to the Common Council. A public hearing is proposed to be held at the September 21, 2021 Common Council meeting before a final decision by the Common Council.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the request to rezone 499 Main AV from B-3 (Motor Vehicle Dependent Business District) to B-1 (Central Business District), subject to the following:

1. Compliance with all state and local laws and regulations, including compliance with all the provisions of Chapter 14, De Pere Municipal Code.

DE PERE
RUNS DEEPER

CITY OF DE PERE

APPLICATION FOR REZONING

CITY OF DE PERE RECEIVED JUL 27 2021 PLANNING DEPT.

Fee:	$ 305.00
Receipt #:	163732
Date:	7-27-21

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity)	Authorized Representative	Title	
De Pere Hotel Group, LLC	Stu Sell		
Mailing Address	**City**	**State**	**ZIP Code**
980 American Drive	Neenah	WI	54956
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	
ssell@brimarkbuilders.com	920-955-3999		

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

Name (Ind. Org. or Entity)	Contact Person	Title	
Same as applicant			
Mailing Address	**City**	**State**	**ZIP Code**
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	

SECTION 3: Project or Site Location

Project Address/Description	Parcel Number(s):
S Fifth St & Main Ave	WD-283

SECTION 4: Proposed Rezoning Use

Existing Zoning:	B-3		
Proposed Zoning:	B-1		
Adjacent Zoning: North B-1	Adjacent Zoning: South B-1	Adjacent Zoning: West B-1	Adjacent Zoning: East B-1
Present Use of Parcel	Surface parking lot		
Proposed Use of Parcel	Hotel with restaurant and parking		

SECTION 5: Certification and Permission

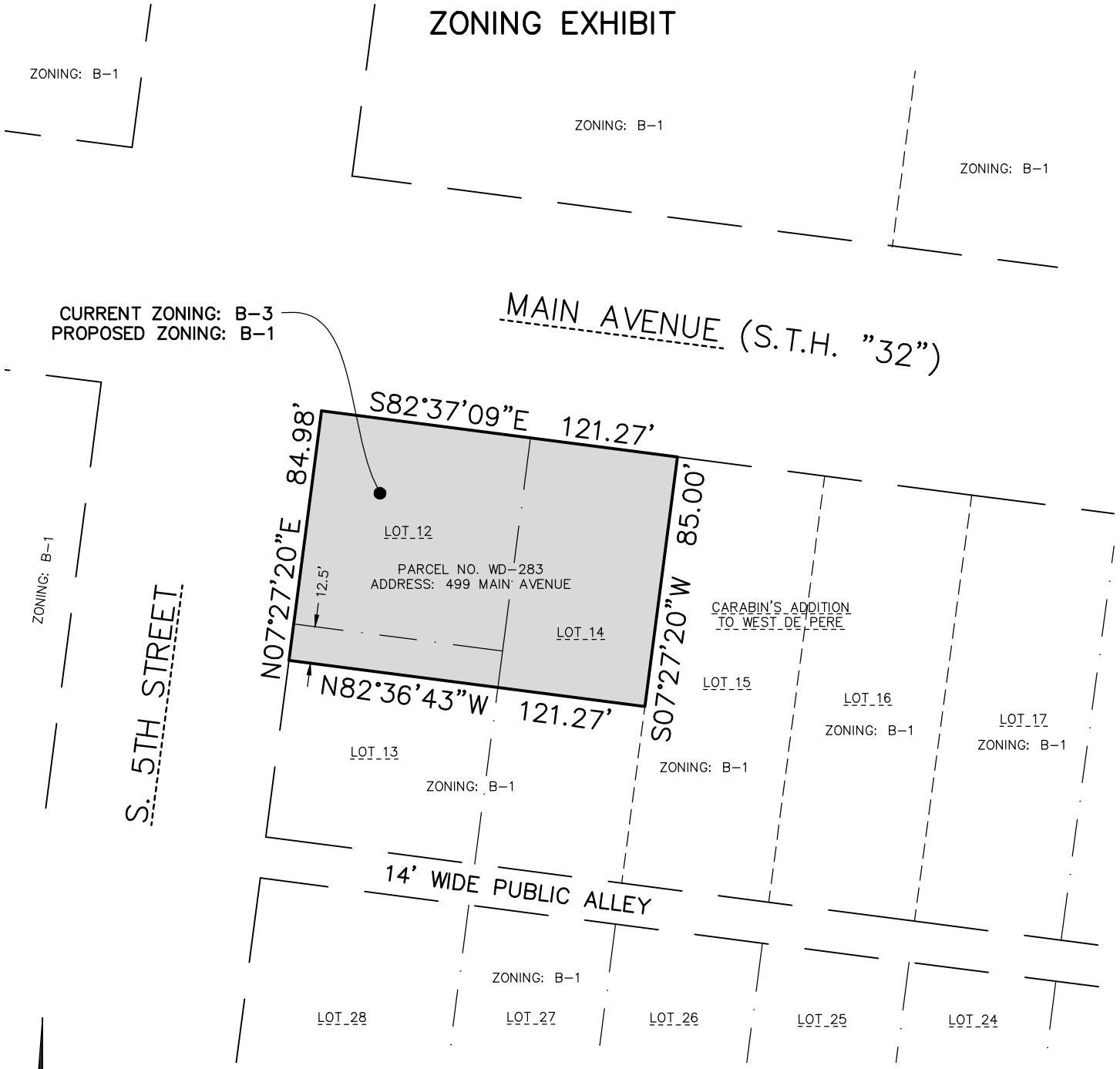
Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with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

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

Name of Owner/Authorized Representative (please print)	Title	Phone Number
Stuart Sell	Pres of Construction	920-955-3999
Signature of Applicant		**Date Signed**
		7-22-21

Attached additional sheets if necessary.

ZONING EXHIBIT



Legal Description

All of Lot 12, the North 12.50 feet of Lot 13 and the North 85.00 feet of Lot 14 of Carabin's Addition to West De Pere, being located in part of Private Claim No. 29, West Side of Fox River, City of De Pere, Brown County, Wisconsin.

ZONING KEY
B-1 – CENTRAL BUSINESS DISTRICT
B-3 – MOTOR VEHICLE DEPENDENT BUSINESS DISTRICT

NORTH

1"= 50'

50' 0 50' 100'

SCALE FEET

EXCEL
ARCHITECTS • ENGINEERS • SURVEYORS
Always a Better Plan
100 Camelot Drive
Fond Du Lac, WI 54935
Phone: (920) 926-9800
www.EXCELENGINEER.com
JOB NO. 1865780

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 21, 2021**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**C. Ordinance #21-21 Rezoning Certain Property from I-3 General Industrial District to B-2 General Business District (Parcel WD-68; 675 Drift Inn Drive).**

On August 23, 2021 Plan Commission unanimously recommended approval of the rezoning by a vote of 6-0.

ATTACHMENTS:

- Ord21-21 (PDF)
- Public Hearing Notice (DOCX)
- 08-23-21 PC Report - Rezoning (DOCX)
- Application Form (PDF)
- 50_CSM_206 (PDF)

ORDINANCE #21-21
REZONING CERTAIN PROPERTY FROM I-3 GENERAL INDUSTRIAL DISTRICT
TO B-2 GENERAL BUSINESS DISTRICT
(Parcel WD-68; 675 Drift Inn Drive)

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

WHEREAS, the City Clerk, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 21st day of September, 2021 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

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

Section 1. That the following described property:

Parcel WD-68

ALL OF OUTLOT 1 OF CERTIFIED SURVEY MAP NUMBER 5955, VOLUME 39 CSM PAGE 166 EXCLUDING LAND DESCRIBED IN DOCUMENT NUMBER 1826538, CITY OF DEPERE BROWN COUNTY, WISCONSIN, AS RECORDED IN BROWN COUNTY REGISTER OF DEEDS, MORE FULLY DESCRIBED BELOW:

COMMENCING AT THE NORTHWEST CORNER, PRIVATE CLAIM 27 WEST; THENCE S63° 50'30"E, 8307.84 TO THE POINT OF BEGINNING; THENCE N38° 50'06"E, 99.24 FEET; THENCE N64° 45'35"E, 377.84 FEET THENCE N57° 19'01"E, 131.53 FEET; THENCE N25° 38'11"E, 94.56 FEET; THENCE S63° 50'30"E, 82.48 FEET THENCE S.26° 05'28"W, 24.65 FEET; THENCE S37° 43'12"W, 99.89 FEET; THENCE S09° 23`58"W, 86.73 FEET THENCE N63° 54'32"W, 70.15 FEET; THENCE 33.71 FEET ALONG A 182.50 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS S49° 22'39"W, 33.67 FEET; THENCE S54° 4011"W, 194.51 FEET; THENCE 126.96 FEET ALONG A 217.50 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS S37° 56'50"W 125.16 FEET; THENCE S21° 13'29"W, 90.08 FEET; THENCE N63° 50'30"W, 206.23 FEET; THENCE N26° 17'59"W, 17.75 FEET; THENCE N38° 50'06"E, 9.99 FEET TO THE POINT OF BEGINNING.

shall be and the same is hereby rezoned from the present zoning classification of I-3, General Industrial District, to B-2, General Business District, as set forth in and regulated by the provisions of §14-44 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, De Pere Municipal Code.

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

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of September, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/23/2021
Publication Date: _____
Effective Date: _____

Publish: September 3, 2021 and September 10, 2021 in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, September 21, 2021** at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on the request to rezone the following property:

Parcel WD-68 at 675 Drift Inn DR, approximately 240.0 feet southwest from the Drift Inn DR and Parkview RD intersection, from I-3 (General Industrial District) to B-2 (General Business District).

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

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

Dated this 3rd day of September, 2021.

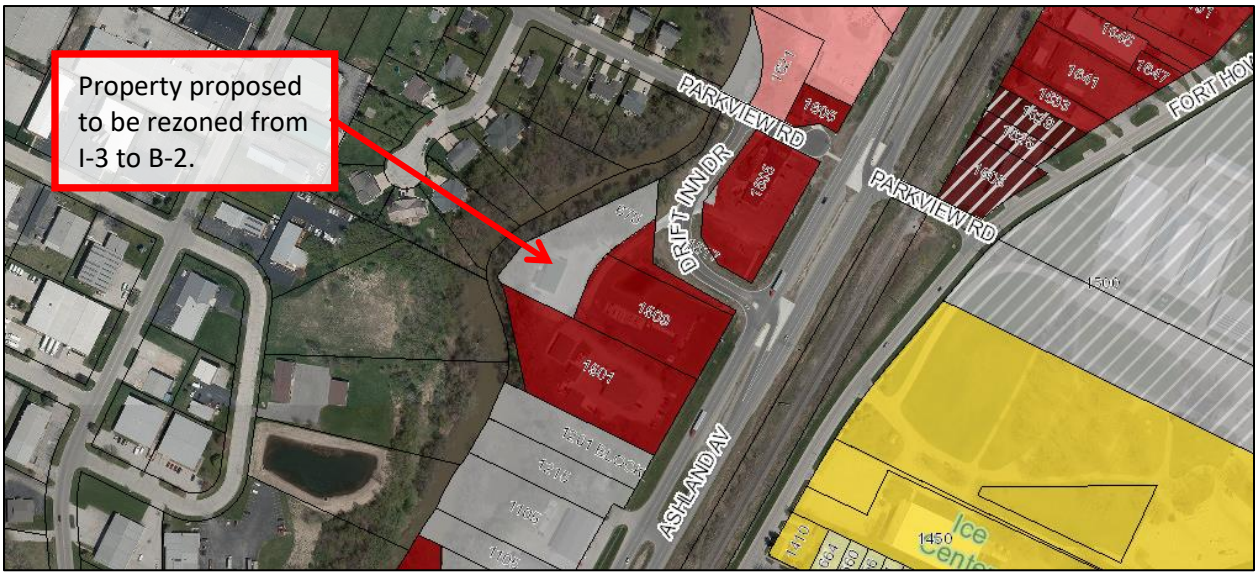
BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk

Item 9: **Consideration and possible action to rezone 675 Drift Inn DR (Parcel WD-68) from I-3 (General Industrial District) to B-2 (General Business District).***

SITE MAP



REQUESTED ACTION: Rezoning Request.

Rezone 675 Drift Inn DR from I-3 to B-2 to allow for uses that comply with adjacent B-2 District property.

COMMON DESCRIPTION: 675 Drift Inn DR, located westward between Parkview RD and Ashland AV.

PARCEL NUMBERS: WD-68

EXISTING ZONING: I-3 (General Industrial District)

SURROUNDING LAND USES: Ashwaubenon Creek and Village of Ashwaubenon residential to the north and west.
Commercial (B-2) to the south and east.
Industrial (B-2) and (I-3) to the south.

COMPREHENSIVE PLAN: Commercial.

APPLICANT / OWNERS:

Authorized Representative	Property Owner
PD Real Estate Holdings LLC ATTN: Jeff Meyer, Performance Diesel LLC 2143 Early ST Green Bay, WI 54304	Same

SITE HISTORY: After an air photo review from 1936 to 2020, the site had gravel added in the 2000's and the existing building was built in the mid-2010's. The building has the ability to house various uses, but is limited due to zoning.

On August 18, 2021 a petitioner proposed rezoning the parcel to match adjacent parcels, in anticipation of motorcycle sales and service use.

STAFF REVIEW: When reviewing a rezoning request, staff considers the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. The proposed rezoning complies with the Comprehensive Plan and surrounding land uses, including matching adjacent existing uses.

Comprehensive Plan
The 2010 Comprehensive Plan text and the Future Land Uses Map (Figure 2-6) identify future uses as 'Commercial," which complies with the proposed use. Part of the property is also identified as "Natural Areas" due to being adjacent to Ashwaubenon Creek.

NOTE: the City is in the process of updating both the Zoning Code and the Comprehensive Plan. The proposed changes in the Zoning Code reflect the proposed rezoning request.

Surrounding Land Uses
The existing site zoning and surrounding land uses are referenced near the beginning of this report. The Comprehensive Plan reflects Future Commercial.

Desired Development Patterns
The Comprehensive Plan and the zoning, if changed to B-2, allows for the development of motorcycle sales and service. Drift Inn DR provides access to Ashland AV (southbound only) and to I-43. Access is also provided into Aswaubenon via Parkview RD.

Neighbor Outreach
All property owners within 300 feet of the subject area have been notified of this application via mail. No comments were received as of the time this report was written.

REVIEW PROCESS: For rezoning applications, the Plan Commission provides a recommendation to the Common Council. A public hearing is proposed to be held at the September 21, 2021 Common Council meeting before a final decision by the Common Council.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the request to rezone 675 Drift Inn DR from I-3 (General Industrial District) to B-2 (General Business District), subject to the following:

1. Compliance with all state and local laws and regulations, including compliance with all the provisions of Chapter 14, De Pere Municipal Code.

CITY OF DE PERE RECEIVED AUG 19 2021 PLANNING DEPT.

DE PERE — RUNS DEEPER

CITY OF DE PERE

APPLICATION FOR REZONING

Fee: $ 305.00
Receipt #: 164473
Date: 8-19-21

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity)	Authorized Representative	Title	
jeff d Meyer		owner	
Mailing Address	**City**	**State**	**ZIP Code**
2143 early street	green bay	wi	54304
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	
jeff@perfdiesel.com	920-680-7736		

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

Name (Ind. Org. or Entity)	Contact Person	Title	
Mailing Address	**City**	**State**	**ZIP Code**
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	

SECTION 3: Project or Site Location

Project Address/Description	Parcel Number(s):
675 drift inn drive depere wi 54115 wd-68 and wd-68-2	wd-68

SECTION 4: Proposed Rezoning Use

Existing Zoning:	I-3		
Proposed Zoning:	B-2		
Adjacent Zoning: North	Adjacent Zoning: South	Adjacent Zoning: West	Adjacent Zoning: East
B-2	B-2	BOARDER OF CITY	B-2
Present Use of Parcel	STORAGE FOR PERFORMANCE DIESEL LLC.		
Proposed Use of Parcel	AUTOMOTIVE, MOTORCYCLE,REPAIR & RENTAL PROPERTY		

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print)	Title	Phone Number
JEFF D MEYER PD REAL ESTATE HOLDINGS LLC.	OWNER	920-680-7736

Signature of Applicant	Date Signed
Jeff D Meyer	8/18/21

Attached additional sheets if necessary.

2218871

7385

CERTIFIED SURVEY MAP

SURVEYOR'S CERTIFICATE:

I, MICHAEL M. SOLETSKI, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED ALL OF OUTLOT 1 OF CERTIFIED SURVEY MAP NUMBER 5955, VOLUME 39 CSM PAGE 166 EXCLUDING LAND DESCRIBED IN DOCUMENT NUMBER 1826538 RECORDED IN THE BROWN COUNTY REGISTER OF DEEDS OFFICE, LOCATED IN THE CITY OF DEPERE, BROWN COUNTY, WISCONSIN. MORE FULLY DESCRIBED ON SHEET 2. THAT SUCH A CERTIFIED SURVEY MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND BY THE DIRECTION OF THE OWNERS LISTED HEREON. THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236, SECTION 236.34 OF THE WISCONSIN STATUTES THE CITY OF DEPERE IN SURVEYING, DIVIDING AND MAPPING THE SAME.



SCALE : 1"=100'

BEARINGS REFERENCED TO THE NORTHERLY LINE OF PRIVATE CLAIM 26, RECORDED TO BEAR N63° 50'30"W.

LEGEND

● --1.312" X 18" IRON PIPE WEIGHING 1.68 LBS/LIN. FOOT SET.

○ --1" IRON PIPE FOUND UNLESS NOTED.

▽ --POINTS NOT SET DUE TO CREEK EDGE.

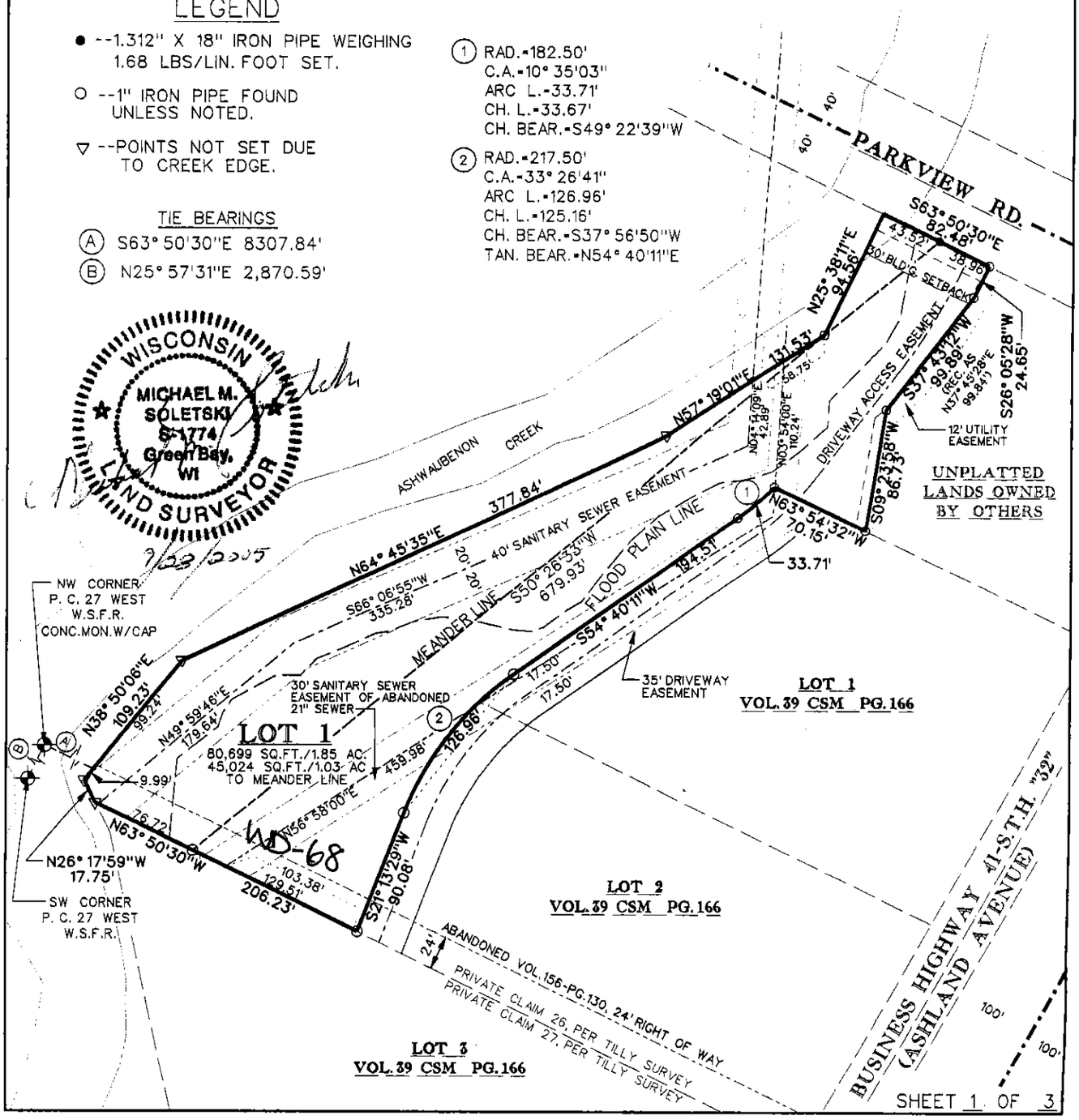
TIE BEARINGS

Ⓐ S63° 50'30"E 8307.84'

Ⓑ N25° 57'31"E 2,870.59'

① RAD.=182.50'
C.A.=10° 35'03"
ARC L.=33.71'
CH. L.=33.67'
CH. BEAR.=S49° 22'39"W

② RAD.=217.50'
C.A.=33° 26'41"
ARC L.=126.96'
CH. L.=125.16'
CH. BEAR.=S37° 56'50"W
TAN. BEAR.=N54° 40'11"E



SHEET 1 OF 3

VOL 50 PAGE 206

CERTIFIED SURVEY MAP

SURVEYOR'S CERTIFICATE CONTINUED:
ALL OF OUTLOT 1 OF CERTIFIED SURVEY MAP NUMBER 5955, VOLUME 39 CSM PAGE 166 EXCLUDING LAND DESCRIBED IN DOCUMENT NUMBER 1826538, CITY OF DEPERE BROWN COUNTY, WISCONSIN, AS RECORDED IN BROWN COUNTY REGISTER OF DEEDS, MORE FULLY DESCRIBED BELOW:

COMMENCING AT THE NORTHWEST CORNER, PRIVATE CLAIM 27 WEST; THENCE S63° 50'30"E, 8307.84 TO THE POINT OF BEGINNING; THENCE N38° 50'06"E, 99.24 FEET; THENCE N64° 45'35"E, 377.84 FEET THENCE N57° 19'01"E, 131.53 FEET; THENCE N25° 38'11"E, 94.56 FEET; THENCE S63° 50'30"E, 82.48 FEET THENCE S26° 05'28"W, 24.65 FEET; THENCE S37° 43'12"W, 99.89 FEET; THENCE S09° 23'58"W, 86.73 FEET THENCE N63° 54'32"W, 70.15 FEET; THENCE 33.71 FEET ALONG A 182.50 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS S49° 22'39"W, 33.67 FEET; THENCE S54° 40'11"W, 194.51 FEET; THENCE 126.96 FEET ALONG A 217.50 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS S37° 56'50"W 125.16 FEET; THENCE S21° 13'29"W, 90.08 FEET; THENCE N63° 50'30"W, 206.23 FEET; THENCE N26° 17'59"W, 17.75 FEET; THENCE N38° 50'06"E, 9.99 FEET TO THE POINT OF BEGINNING.

LOT 1 CONTAINS 80,699 SQ.FT./1.85 AC. MORE OR LESS
LOT 1 CONTAINS 45,024 SQ.FT./1.03 AC. MORE OR LESS TO THE MEANDER LINE

Michael M. Soletski

MICHAEL M. SOLETSKI S-1774
DATE: 9/25/2005

WISCONSIN
MICHAEL M.
SOLETSKI
S-1774
Green Bay,
WI
LAND SURVEYOR

VOL 50 PAGE 207

2218871

CERTIFIED SURVEY MAP

OWNER'S CERTIFICATE

AS OWNERS, DONALD AND PATRICIA MEYER, WE HEREBY CERTIFY WE HAVE CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE DEDICATED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP. WE ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S 236.10 OR S. 236.12 TO BE SUBMITTED TO THE CITY OF DE PERE FOR APPROVAL OR OBJECTION.

Donald Meyer
DONALD MEYER

Patricia A. Meyer
PATRICIA MEYER

STATE OF WISCONSIN }
COUNTY OF Brown } SS

PERSONALLY CAME BEFORE ME THIS 28th DAY OF September, 2005, THE ABOVE NAMED OWNERS, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC Diana M Burdosh
BROWN COUNTY, WISCONSIN Diana M Burdosh
MY COMMISSION EXPIRES April 6, 2008

DIANA M. BURDOSH NOTARY PUBLIC STATE OF WISCONSIN

CERTIFICATE OF THE CITY OF DE PERE

APPROVED FOR THE CITY OF DE PERE THIS 3rd DAY OF October, 2005

William Patzke
WILLIAM PATZKE
DIRECTOR OF PLANNING

RESTRICTIVE COVENANTS:

1. THE LAND ON ALL SIDE AND REAR LOT LINES SHALL BE GRADED BY THE OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.

2. EACH LOT OWNER SHALL GRADE THE PROPERTY ABUTTING A STREET TO CONFORM TO THE ADOPTED SIDEWALK GRADE ELEVATION AND MAINTAIN SAID ELEVATION FOR FUTURE SIDEWALKS.

REGISTER'S OFFICE
Brown Co. Wis.
Received for record the 6th
day of October A.D. 2005
at 2:38 o'clock P M.
and recorded in Vol. 50 of
Certified Survey Maps on Page 206

Register of Deeds 15.00

WISCONSIN MICHAEL M. SOLETSKI S-1774 Green Bay, WI LAND SURVEYOR
9/28/2005

SHEET 3 OF 3

VOL 50 PAGE 208

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 21, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Presentation on newly created Police Social Worker position - request of Ald. Kundinger.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 21, 2021**
DEPARTMENT:	**Information Technology**
FROM:	**Steve Massey**
SUBJECT:	**Recommendation from the Finance/Personnel Committee to transfer funds from Unassigned Reserves for De Pere Situation Room Video Conferencing System Replacement in the amount of $3,830.**

ATTACHMENTS:

- Mayor and F-P - Consider request by IT Director to transfer funds from Unassigened Reserves for De Pere Situation Room Video Conferencing System Replacement (PDF)
- Video Conferencing System Order Confirmation - CDWG 3829.63 (PDF)

CITY OF DE PERE
MEMO

To: Mayor James Boyd
Finance/Personnel Committee Members
From: Steve Massey, City IT Director
Date: September 7, 2021
RE: Request to Transfer Funds from Unassigned Reserves - De Pere Situation Room Video Conferencing System Replacement

The existing video conferencing system (VCS) in the Nicolet Conference Room/City of De Pere Situation Room failed and needed to be replaced to ensure we have video conferencing capability with the Brown County Emergency Operations Center (EOC) in the event of an emergency. The existing VCS was purchased in August 2015. I spoke with the City Administrator and he verbally authorized the purchase of a new VCS in advance of approval from the Finance/Personnel Committee with funding from unassigned reserves. Staff is seeking transfer of funds ($3,830) from unassigned reserves to fund the new VCS. The new VCS has been ordered and should be operational 2-4 weeks due to supply plain shortages.

SDM
Attachment

ORDER CONFIRMATION

DEAR STEVE MASSEY,

Thank you for choosing CDW•G LLC. We have received your order. Please take a moment to review it for accuracy and completeness.

ORDER #	ORDER DATE	PO #	CUSTOMER #
MJFV575	9/2/2021	MJDH732	3179564

ORDER DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Poly video conferencing mounting kit Mfg. Part#: 2215-86418-001 Contract: Wisconsin Counties Association	1	5957104	$195.03	$195.03
Poly Studio X50 - video conferencing kit - with Poly TC8 Mfg. Part#: 2200-86270-001 Contract: Wisconsin Counties Association	1	5825403	$2,571.98	$2,571.98
Poly Advantage - extended service agreement - 3 years - shipment Mfg. Part#: 4877-86270-533 Electronic distribution - NO MEDIA Contract: Wisconsin Counties Association	1	5911711	$1,062.62	$1,062.62

PURCHASER BILLING INFO

Billing Address:
CITY OF DE PERE
ACCTS PAYABLE
335 S BROADWAY
DE PERE, WI 54115-2593
Phone: (920) 339-4050
Payment Terms: NET 30-VERBAL

DELIVER TO

Shipping Address:
CITY OF DE PERE
STEVE MASSEY
335 S BROADWAY
DE PERE, WI 54115-2593
Phone: (920) 339-4050
Shipping Method: DROP SHIP-GROUND

SUBTOTAL	$3,829.63
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	$3,829.63

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

Neal Zolt | (866) 843-0749 | nealzol@cdwg.com

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2021 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 21, 2021**
DEPARTMENT:	**Fire Department**
FROM:	**Lea Taylor**
SUBJECT:	**Recommendation from the Finance & Personnel Committee to approve Columbia Southern University (CSU) Learning Partnership Benefit for the Fire Department.**

The Finance & Personnel Committee voted unanimously to recommend approval of this item at its September 14, 2021 meeting.

ATTACHMENTS:

- COLUMBIA SOUTHERN UNIVERSITY LEARNING PARTNERSHIP BENEFIT (PDF)

Memo

To: Honorable Mayor James Boyd
Members of the Common Council

From: Alan Matzke, Fire Chief AEM

Date: September 8, 2021

Re: Columbia Southern University Learning Partnership Benefit

---

Columbia Southern University (CSU) is an on online university accredited by the Distance Education and Accreditation Council, which is recognized by the U.S. Department of Education.

CSU is offering a Learning Partnership, which is a non-binding agreement that allows their intuition to offer a 10% tuition discount on all online classes to employees/members, along with an application fee waiver ($25 value). Textbooks are provided at no cost.

CSU believes having a strong support system is imperative for their students, especially for adult learners. Oftentimes, members of a support system include coworkers, leaders and mentors. These types of connections are invaluable, which is why CSU wants to make it possible to grow them even more.

CSU Leaning Partnership is a simple way for companies, municipalities and other agencies to give their members and employees an educational benefit. Each Learning Partner is able to extend a tuition discount and other benefits to their employees, members and their immediate family members. This program is available at no cost and can be obtained by signing a Memorandum of Understanding, which lists all benefits offered to the organization, including scholarship opportunities.

Some of the larger communities that have partnered with CSU include Madison Fire Department, Milwaukee Fire Department, Wisconsin Rapids Fire Department, Janesville Fire Department, Greenfield Fire Department, Dane County Sheriff's Department, City of Kenosha, City of Marshfield, etc.

Thank you for your consideration of this request. We respectfully ask for your support to move this item forward to the City's Common Council for final action and acceptance.

Please feel free to contact me with any questions or concerns.

COLUMBIA SOUTHERN UNIVERSITY

Learning Partnership

FREQUENTLY ASKED QUESTIONS

How does a Learning Partnership work?
CSU Learning Partners sign a non-binding agreement that allows our institution to offer a 10% tuition discount on all online classes to your employees/members along with an application fee waiver ($25 value). Textbooks are provided at no cost.

Can my family receive the Learning Partner Discount?
Spouses and children of employees/members are also eligible to take advantage of these benefits.

What is the cost?
There is no cost to become a learning partner.

How many employees have to enroll if we become a Learning Partner?
There is no specific number of employees that have to enroll.

When will my Partnership begin?
The partnership will begin upon receipt of the signed MOU and completed questionnaire.

Can the non-binding Learning Partnership agreement be changed to fit my guidelines?
Yes, we can adapt the agreement to fit your guidelines and policies. We do ask permission to place your business/organization name and logo (if provided) on our website.

How long does the Learning Partnership last?
The Learning Partnership remains active indefinitely or until either party chooses to discontinue the relationship.

By becoming a Learning Partner, are we agreeing that our employees/members will only use CSU?
No, the partnership agreement is non-exclusive. It simply means that if any of your employees/members choose to become a student with our institution, they will receive the benefits included in the partnership agreement.

Are there scholarship opportunities for CSU Learning Partners?
Yes! CSU offers a Learning Partner scholarship four times a year.

The Learning Partner scholarship will be applied directly to the recipient's tuition for up to 60 credit hours, three years, or until the completion of the selected online degree program, whichever comes first.

What is CareerQuest?
Career Quest is a web-based employment management system powered by the NACElink Network. This is an outstanding source available to you that will assist in your search for highly-qualified college students and graduates for internships, part-time, and full-time career opportunities. Through CareerQuest you may also share career opportunities with CSU students and alumni.

Columbia Southern University, Learning Partnership • 21982 University Lane, Orange Beach, AL 36561 • Phone: 800.344.5021 • Fax: 251.968.3384
ColumbiaSouthern.edu/Partners

COLUMBIA SOUTHERN UNIVERSITY

Learning Partnership Questionnaire

To complete the Learning Partner process and receive the partnership benefits, please provide answers for the questions below:

1. Tell us about your company/organization:

NAME OF COMPANY/ORGANIZATION

PHYSICAL ADDRESS

CITY STATE ZIP CODE

BEST CONTACT METHOD

COMPANY WEBSITE

2. List the liaison your organization has chosen, along with his/her title, phone number and email address.

LIAISON NAME

TITLE

(_____) _____
PHONE

EMAIL ADDRESS

3. Provide the name, title, and contact information for a secondary point of contact to assist in your absence.

SECONDARY CONTACT NAME

TITLE

(_____) _____
PHONE

EMAIL ADDRESS

4. Total number of employees and/or members associated with your company/ organization?

5. Does your company/organization offer tuition assistance or reimbursement for educational expenses?

☐ Yes ☐ No

6. Does your organization require or recommend additional education for advancement?

☐ Yes ☐ No

7. Which manner do you prefer to promote CSU and the partnership within your company/organization? (check all that apply)

☐ Visit, Presentations ☐ Intranet
☐ Flyers, catalogs, etc. ☐ Exclusive Emails
☐ E-Newsletter

8. A CSU Outreach Representative may be in your area and may contact the liaison you have assigned to visit your company/ organization. With your consent, the Outreach Representative will conduct presentations and meet with those interested in furthering their education.

Would you like one of our Outreach Representatives to visit or present to your company/organization?

☐ Yes ☐ No

9. Does your company/organization host an annual Employee Benefits Fair/Educational Fair?

☐ Yes ☐ No

10. Would you like for an Outreach Representative to attend your annual Employee Benefits Fair/Educational Fair?

☐ Yes ☐ No

Please ask current CSU students to contact their Admission/Student Services representative to have the partnership added to their record to obtain the Learning Partner discount.

If you have an employee who is interested in receiving more information about CSU, our Corporate Relations Coordinator is available to answer any questions at 800.344.5021 or LearningPartners@ColumbiaSouthern.edu.

COLUMBIA SOUTHERN UNIVERSITY

Memorandum of Understanding

(This MOU is not a legally binding contract and may be canceled at any time without penalty or recourse)

About the Institution:
Columbia Southern University (CSU), is an online university accredited by the Distance Education and Accreditation Council which is recognized by the U.S. Department of Education.

_____

wishes to offer educational opportunities to its employees/members by becoming a Columbia Southern University (CSU) Learning Partner. This partnership is designed to assist Learning Partner employees/members in achieving their educational goals in career appropriate disciplines.

A. Learning Partner benefits include:

- 10% tuition discount on all classes and waiver of the Application Fee. This benefit extends to spouses and children of the Learning Partner employee/member.
- Textbooks provided at no cost.
- Exclusive scholarship opportunities for Learning Partner employees/members.
- A complimentary evaluation of previously earned educational credits and training/professional certifications for consideration of transfer credit.
- Complimentary access to our Writing and Math specialists through the Student Success Center.
- A dedicated landing page for Learning Partners on the CSU website for prospective students and student enrollments.

B. Learning Partner benefits may also include:

- Designation of the Learning Partner name on the CSU website and University marketing materials.
- Display of the Learning Partner's logo (if provided) on the CSU website and University marketing materials.
- Feature articles of the Learning Partner through press releases and marketing campaigns.
- Complimentary access to CSU Career Quest to advertise employment and internship opportunities.
- Scheduled visits or presentations to promote the Learning Partnership benefits to Learning Partner employees/ members.
- Discounts on Continuing Education training and learning opportunities.

C. As a Learning Partner, the organization will:

- Agree to inform all employees/ members of the Learning Partner relationship and benefits as one of their options for education.
- Keep CSU informational materials on site and make them available to employees/members.
- Assign a liaison within the Learning Partner who is willing to accept and distribute communications from the CSU liaison and/or a CSU representative.
- Provide information to the CSU liaison regarding Employee Benefits Fairs and Education Fairs once date and time have been established.
- Agree to be contacted via email by a representative of Columbia Southern University and/or Columbia Southern Education Group.

☐ Any use of CSU logos or descriptions for display on company websites, advertising, or used for any marketing purposes MUST be submitted to CSU for approval prior to publication or display

This Learning Partnership will take effect from the date of signing and will remain in effect unless terminated by one or both parties.

This Memorandum is agreed to and executed on this _____ day of _____ in the year _____.

LEARNING PARTNER

_____
PARTNER SIGNATURE

_____
PRINT NAME

_____
TITLE

COLUMBIA SOUTHERN UNIVERSITY

_____
CSU OUTREACH REPRESENTATIVE

_____
COORDINATOR OF CORPORATE PARTNERSHIP

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 21, 2021**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Recommendation from the Finance/Personnel Committee to accept a $750 donation from Walmart to the Police Department for ballistic shield replacement.**

Ballistic shields are devices that offer users some protection from bullets. The police department has two ballistic shields currently located in the supervisor vehicles. The two shields we have can only stop handgun bullets. The department desires to have better ballistic shields that stop handgun and rifle bullets in all of the patrol vehicles for quick use if necessary. Walmart has graciously offered to donate $750 toward this goal. At the September 14, 2021 Finance and Personnel Committee meeting, the committee recommended forwarding it on to the Common Council for final approval.

Thank you and if you have any questions please contact me at your convenience.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 21, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Recommendation from Finance/Personnel Committee to Accept Quote from Municode, Inc. for Recodification and Online Code Services.**

At its meeting on Tuesday, September 14, the Finance/Personnel Committee voted unanimously to accept the proposal of MuniCode for a phased recodification of the municipal code and forward the item to the Common Council for approval.

ATTACHMENTS:

- Mayor & FP - MuniCode Quote for Recodification (PDF)
- Muni Code De Pere WI Phased Recod Proposal-lk (PDF)

CITY OF DE PERE
MEMO

To: Mayor James G. Boyd, Chair
Finance/Personnel Committee
Common Council

From: Kristen Johnson, Assistant City Attorney

Date: September 14, 2021 (Finance/Personnel Committee meeting date)

RE: Quote from MuniCode, Inc. for Recodification and Online Code Services

The Law Department included $26,000 in the 2020 budget to account for a comprehensive update to the municipal code, including recodification and updated online services. The City currently utilizes MuniCode as its online hosting service. The City received a proposal for a phased recodification of the municipal code from MuniCode for a total of $23,950. The Law Department and City Clerk are working with MuniCode representatives to finalize the specific services the City would like to implement. We are recommending approval of the quote from MuniCode to proceed with the planned recodification and updated online services.

I will be at the Committee meeting to address questions you may have. If you have questions in advance of the meeting, please feel free to call me at 339-4070 or email at: kkjohnson@deperewi.gov.

municode

CONNECTING YOU & YOUR COMMUNITY

PHASED RECODIFICATION, SUPPLEMENTATION AND ONLINE CODE HOSTING SERVICES

De Pere, Wisconsin

July 6, 2021 – Quote valid for 90 days





Lafaye Kiely
Legal Account Manager
Office: 800-262-2633 ext. 9760
Direct: 850-692-7118
Email: lkiely@municode.com
PO Box 2235 Tallahassee, FL 32316

LETTER OF INTEREST

July 6, 2021

Ms. Carey Danen
Municipal Clerk
City of De Pere
335 South Broadway Street
De Pere, Wisconsin 54115 via email: cdanen@deperewi.gov

Ms. Danen:

Thank you for your interest in Municode's "phased" recodification services. The goal of recodification is to create a well-organized and professionally edited Code of Ordinances that is free of internal conflicts and inconsistencies; free of errors in spelling and grammar; formatted in a manner that allows for continued growth and expansion and in conformity with the laws of the State of Wisconsin.

This proposal summarizes the scope of services for a "phased recodification", which is completed in separate phases. The initial phase consists of a Legal Review, which will identify internal conflicts and inconsistencies within the Code and with Wisconsin State Law. In phase 2, Municode will implement the agreed upon changes and republish the Code, with supplementation beginning anew with Supplement 1. Our staff includes 11 in-house professional codification attorneys who have completed hundreds of codification and recodification projects nationwide.

With over 70 years of experience, Municode is the oldest and most trusted codifier in the nation. We currently provide codification services to over 4,000 municipalities throughout the United States and host over 3,700 municipal codes online via our code hosting platform, MunicodeNEXT. Whether it's through the legal codification or recodification process, full-service or self-service supplementation options, online legislative search tools, meeting management and agenda software or custom government website design, we have the experience, resources and expertise to provide our local government clients with innovative products, superior technology and excellent customer service. We invite you to visit our corporate website at https://www.municode.com/ to explore our full suite of government services.

Our Supplement team includes 14 teams of Legal Editors and Proofreaders who are dedicated to providing the most accurate and timely supplement service possible. Our code hosting platform, MunicodeNEXT, is the nation's most advanced, accessible and intuitive website for government codes – allowing your staff and citizens to have access to your current code and all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated and a powerful search engine capable of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more.

In addition to codification services, we provide a "circle of governance" that offers website design, meetings management and document archival tools in one seamless experience. Customers who trust Municode with their online codes, meetings software, and municipal website enjoy a unified search engine and integration of the Meetings, Web, and Code Hosting platforms. From the Meetings platform, agendas and minutes can automatically be uploaded to the website and ordinances can be sent to Municode for codification with permanent links created within the code for the ordinances and the specific meeting from which the legislation was adopted, via our OrdBank service.

Please contact Legal Account Manager Lafaye Kiely (lkiely@municode.com; 850-692-7118) if you have any questions. Thank you for the opportunity to submit this proposal!

Sincerely,



Steffanie W. Rasmussen
Vice President of Client Services
Phone: 800-262-2633 ext. 1148
steff@municode.com

PHASED RECODIFICATION QUOTATION SHEET

Total Base Cost for Recodification in Phases (see breakdown below): **$23,950**

Phase 1: Legal Review & Conference:

- ★ Legal review[1] of Code of Ordinances (excluding Chapters 14 and 98) **$7,275**
- ★ Conference (please select one)
  - ❑ Teleconference with Municode attorney, per 3-hour conference **No charge[2]**
  - ❑ Conference with Municode attorney **Attorney time, travel, lodging and per diem**

Phase 2: - Implementation & Republication Base Cost, includes **$16,675**

- ★ Receipt, review and organization of materials
- ★ Inclusion of Chapter 14 and 98 in the code, only excluded from legal work
- ★ Implementation of approved legal findings
  - ★ Updating State Law references
  - ★ Editorial preparation and proofreading and page formatting
  - ★ Indexing
- ★ Tables[3], Graphics[4] & tabular matter[5]
- ★ Final proofreading and corrections
- ★ Quality control review and printing
  - ★ 11 printed copies, to include 3-post stamped binders and tabs
- ★ Sample adopting ordinance prepared by a Municode attorney
- ★ Code in Folio (existing order)

Optional Services

- ❑ Gender Neutralization of Code **$1,200**

Project is based on the font size & pages below – please only select one:

Font Size Single Column: ❑ 10-point (1,200) ❑ 11-point (1,356) ❑ 12-Point (1,500)

Items not included in base cost

- ★ Pages **over** 1,200 10-point, single column pages per page (or equivalent) **$22**
- ★ Blank pages **No charge**
- ★ Freight **Actual**
- ★ State sales tax **If applicable**
- ★ Post your code on MunicodeNEXT **See selections on page 4**
- ★ Supplementing the code during the recodification will be invoice the current supplement per page rate

Payments for Legal Review:

- ★ Upon Execution of Agreement **$3,638**
- ★ Upon Delivery of Legal Memorandum **Balance**

Payment for Implementation & Republication

- ★ Commencement of Implementation and Republication phase **$6,670**
- ★ Submission of Proofs **$6,670**
- ★ Delivery **Balance**

---

[1] Sales tax is additional where applicable.
[2] Each additional hour invoiced at $150 per hour.
[3] The following tables are included in the base cost: supplement history table, code comparative table, State Law reference table and ordinance history table. An additional hourly charge applies for creation, modification, addition or updating of any table or schedule other than those enumerated in this footnote. This includes Traffic and Fee tables or schedules.
[4] Includes printing all copies.
[5] Tabular matter is defined as algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

(

SUPPLEMENTATION QUOTATION SHEET

Supplement Service Base Page Rate[6]

Page Format	Base Page Rate
Single Column	$18 per page

Base page rate above includes:

- ★ Acknowledgement of material
- ★ Data conversion, as necessary
- ★ Editorial work
- ★ Proofreading
- ★ Updating the index
- ★ Schedule as selected by you[7]
- ★ Updating electronic versions[8] and online code
- ★ Printing 1-11 copies

Base page rate above excludes:

★ Freight	**Actual**
★ State sales tax	**If applicable**
★ Images, Graphics[9] & tabular[10] matter, each	**$10**
★ Blank pages	**No charge**
★ MyMunicode or online code	**Selections on page 4**

Electronic media options for Code of Ordinances (sent via download) [11]

➢	Existing Order—Folio Bound Views	**$75 per update**
❑	WORD (DOCX)	**$150 initially then $75 per update**
❑	Adobe PDF of each supplement	**$150 initially then $75 per update**

Invoices for Supplements and Additional Services will be submitted upon shipment of project(s).

[6] All prices quoted in this section may be increased annually in accordance with the Consumer Price Index (CPI) for All Urban Consumers.
[7] Schedule for supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic updates can occur more frequently than printed supplements.
[8] We do not charge a per page rate for updating the internet; however, a handling fee is charged for PDF, Word, Folio or additional electronic media items ordered.
[9] Includes printing of all copies.
[10] Tabular matter is defined as tables, algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.
[11] "delivery" is defined as making updated electronic data available to you via download or FTP. Fee applies whenever content is delivered as PDF, Folio or Word, via one of the aforementioned mediums.

ONLINE CODE HOSTING QUOTATION SHEET (MunicodeNEXT)

Online features can be purchased on an a la carte basis, or through our budget-friendly, feature-rich MyMunicode bundle for the best value. Please visit our online library of nearly 4,000 codes on MunicodeNEXT here. **Please check the appropriate box (es) to indicate your selection:**

EXISTING ORDERS

Online Code = *MunicodeNEXT,* annually **$500**

CodeBank annually **$150**

CodeBank Compare + eNotify[12] annually **$250**
Compare any two versions of your online code (starting with the first Municode supplement). Notify provides readers email updates each time the code is updated.

New Ordinances on the Web (NOW) on request, per ordinance **$25**
(Recommend upgrading to the OrdBank service below)

ADDITIONAL AVAILABLE SERVICES

❑ **OrdBank** annually (or per ordinance) **$385**
Permanent online collection of ordinances with hyperlinks from history notes, supplement history table, and code comparative table to ordinances. This service applies to amendatory (included) ordinances only **($35)**

❑ **OrdBank + OrdLink** annually (or per ordinance) **$535**
Provides hyperlinks from newly adopted amendatory legislation to sections of the code to be amended. **($60)**

❑ **MuniPRO** Service annually *(sample Ordinance Service)* **$295**
Search nearly 4,000 codes/ordinances in our online library. Attach notes to codes and drafts of new legislation.

❑ **Custom Banner** one-time fee **$250**
Customize MunicodeNEXT to match the look of your website.

❑ **MuniDocs**[13] annually, upgraded self-loading capabilities **$350**[14]
Host any other municipal documents in a fully searchable format, including Minutes, Agendas, Resolutions, Budgets and more for self-loading to the MuniDocs platform!

My Municode - Value Pricing!

❑ **MyMunicode** annually. **$1,385**[15]
Includes MunicodeNEXT (Online Code), OrdBank, CodeBank, CodeBank Compare + eNotify, MuniPRO, and Custom Banner

❑ **Add OrdLink to the MyMunicode** bundle for only **$150** annually!

RECOMMENDED ADDITIONAL SERVICES *(See Additional Services)*

❑ **MunicodeMEETINGS**, annually **$3,800**
Cloud-based agenda meeting management system. Streamlines and automates agenda process. Increases agenda process visibility, easy agenda updates, approval workflow, live council voting & roll call, email notifications, a unified document search and automated approval routing.

---

[12] Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

[13] Your MuniDocs files can also serve as storage for archived ordinances within the MuniDocs platform. Unlike our online OrdBank feature, these self-loaded archived ordinances will not be linked to the legislation within the online Code. All ordinances for codification and all ordinances for linking via our OrdBank feature can be emailed to us at ords@municode.com.

[14] Includes up to 25GB data storage. Quote for additional document storage is available upon request.

[15] Total value if each item were to be purchased a la carte would be approximately $1,645 per year with participation in our OrdBank service.

COMPANY PROFILE

History, Mission, and Team

With over 70 years of experience nationwide, Municode's mission is to strengthen democracy by connecting public sector organizations to their communities. Our solutions promote transparency and efficiency - such as custom website design, meeting and agenda management, the legal codification process, and our robust suite of online legislative search tools.



Municode partners with more than 4,000 government agencies across all fifty states. Municode is a privately-owned and financially sound corporation. Our leadership focuses on improving Municode through investments in its people and its technology.

Municode is home to over 160 employees (most of whom enjoy a 10+ year tenure). Our headquarters in Tallahassee, Florida includes four buildings totaling 56,000 square feet. We have regional offices located in Oregon and Utah. Other office locations include Arizona, California, Georgia, Kentucky, Minnesota, New Hampshire, North Carolina, South Carolina, Ohio, Virginia, and Washington.



Our Vision: Simple, Seamless Integration

Our vision is to create seamless integration between our service offerings. The goal is to reduce staff workload, while at the same time, increasing the ability for municipalities to connect with their communities.

The following example integration points are either in place today or envisioned in our future strategic roadmap.

- Unified search across all platforms (website, meetings, online codes)
- Auto-publish agendas and minutes from the Meetings platform to the Website
- Ordinance auto-publishing from the Meetings platform to your online code, queued for supplementation, Code of ordinance cross-references to legislative voting history, minutes, and video/audio



SCOPE OF SERVICES

Phase 1 - Legal Review & Conference

During the Legal Review process, the attorney assigned to your project will examine every title, chapter, section and line of the Code to ensure that it is free from conflicts and inconsistencies and conforms to the laws of the State of Wisconsin. Your Municode attorney will be available to consult with you and your staff at any time during the Legal Review process, which is outlined below.

Ordinances. All legislation of a general and permanent nature, passed in final form by you as of the cutoff date established by you and your Municode attorney, will be included in the analysis. All material that we receive will be acknowledged via e-mail, in order to establish a record of included ordinances. Legislation not of a general and permanent nature will be omitted from the review unless otherwise instructed by you.

Attorney Analysis and Review of Material. Our legal team will review the Code to ensure conformity with state statutes and to identify any areas of possible legal concern. New legislation included in the analysis will be compared to Code content in order to determine if there are any inconsistencies or conflicts within the legislation itself. Ordinances enacted, or added, subsequent to the established cut-off date for the Legal Review, or items not contemplated within the scope of service, may be included later at an agreed upon page rate.

References. We will provide State Law References within the Code. Editorial notes will be provided as appropriate. Internal references within the Code will be hyperlinked in the online version.

Legal Memorandum. We will provide you with a user-friendly Legal Memorandum containing all of our analyses and recommendations. This memorandum will reflect our attorney's Legal Review and will provide you with recommendations to remove conflicts and inconsistencies; conform to State Law, when appropriate; and ensure compliance with your charter (if applicable). This approach facilitates collaboration and dissemination among departments, thus making the process as easy for you as possible.

Conference. Within 30 days of your receipt of the Legal Memorandum, we will conduct a conference, either in person or via telephone or webinar, to review the Legal Memorandum and our recommendations. All interested personnel may be included, but your attorney and clerk are essential. Issues discovered during the legal analysis will be discussed at the conference, with the goal of the conference being to come to agreement on any required changes. Your attorney has the final decision-making authority for resolution of issues brought up at the conference or noted in the Legal Memorandum.

Phase 2 - Implementation & Republication

Implementation of Approved Recommendations. Recommendations from the legal review, as approved by you and your staff, will be incorporated into your code by aggregating all changes and republishing the code. Upon completion of the republication, we recommend you readopt the entire code. We will provide you with an adopting ordinance.

- **Incorporate Legal Review Findings**. All approved recommendations will be implemented into your code as outlined in the Legal Memorandum.
- **Incorporate Ordinances.** The ordinances that you have enacted subsequent to the latest ordinance included in the existing code will be incorporated as shown on the price quotation sheet. The amended or repealed provisions will be removed and the new provisions inserted.

Republication

We will work with you to confirm the desired formatting and style of the Code. We will update the preliminary pages, create an Index (if elected) and Table of Contents; add any uncodified newly adopted legislation at the per page supplement rate quoted; update history notes; provide a comparative table of ordinances and integrate all applicable photographs, maps, diagrams, charts and tables. Proofs will then be provided for your review. Following the approval of the proofs, the Code will be shipped and posted online in fully robust HTML format.

We will handle 100% of the publishing of your Code. The republication process includes editing, page composition, proofreading, indexing (if elected), and delivering the information as printed and/or electronic copy. When we republish your Code, pages are recomposed to eliminate short pages, pages with blank backs and oddly numbered (point) pages. Following the recomposition, the Code is reprinted, and supplement number designations start over with Supplement No. 1.

The anticipated time frame for the conversion and republication project is **3 to 4 months**, excepting any delays in our receipt of materials or your return of proofs. Within 2 weeks of shipping the new Code, it will be published online in fully robust HTML format via MunicodeNEXT. The current Code can be posted online in PDF format during the conversion and republication phase, if desired.

The process includes:

- Conversion to our codification database;
- Inclusion of adopted legislation can be added at the per page supplement rate quoted;
- Removal and replacement of supplement numbers;
- Updating of preliminary pages (title page, officials' page, and preface);
- New page numbers;
- Editing & proofreading;
- 10-point Times New Roman font, single column format, unless otherwise instructed;
- Incorporation of maps, diagrams, charts and tables;
- Preparation of Table of Contents and updating or creation of an Index (if elected);
- Proofs provided for your review;
- Posting your newly republished Code on MunicodeNEXT;
- Providing printed copies and any electronic versions specified in the format of your choice (WORD, PDF, FOLIO), as elected on the quotation sheet.

Supplementation Services

Municode's full-service supplementation process has been designed for timeliness, efficiency, simplicity and most of all, for our customers' convenience. Supplements can be provided on the schedule of your choice. In addition to printed supplements, we can deliver the updates in Word, PDF and/or Folio formats.

We pride ourselves on a turnaround time of **30 to 35 days for printed supplements** and can provide you with h "always up to date" **electronic update services within 10 to 15 days** at the same per page rate quoted for printed supplements. With printed supplementation, the online code is updated within **3 days** after shipping the supplement, and there is no additional fee for this service.



A recent analysis of our printed supplement Services indicated an editorial error rate of less than .1%, which is made possible by our attention to detail, ongoing communication with our clients, and strict quality control checks to ensure we continue to produce the best printed and electronic supplements available in our industry. Any errors attributable to Municode during the preparation, printing and maintenance of the code will be corrected at no cost. The printed supplement process is outlined below:

1. Receipt of new legislation will be acknowledged within 24 hours. Our production support team will record the adoption date, effective date and ordinance number(s) and ensure that all necessary exhibits, tables and graphics are included. You will be advised promptly if any pertinent information is missing from your submission. Your material will then be immediately forwarded to our Supplement team for codification. If our OrdBank service (advance legislation service) is selected, the legislation will be posted online within 48 hours in PDF format as "Adopted Legislation not yet Codified".

2. Editorial Review – Our editorial team will review all ordinances received to determine whether the ordinance should be included in your code; where the ordinance should be placed; whether the ordinance conflicts with your existing code format; what material should be removed from your existing code; whether history notes will be added; what tables will be updated and whether the Table of Contents in the front of the code and at the Chapter/Title level should be amended. If any significant errors or numbering issues are noted, your editor will contact you for clarification. No substantive changes to your legislation will be made by our editorial team, however minor typographical errors will

be corrected as part of the supplement process. Should the editorial, legal and/or proofreading team find discrepancies in your ordinances, we will communicate with you to ensure that the ordinances are correct and consistent with the existing code.

3. Indexing – If an Index is elected, your supplement will now be sent to our indexing team, where all new legislation is indexed and cross-referenced in all appropriate locations.
4. Proofreading – The proofreader assigned to your editorial team will then examine your supplement line by line to ensure editorial accuracy, code hierarchy and layout and to confirm that your supplement is grammatically correct and free of errors in spelling and capitalization. Your supplement is examined again line by line to ensure that the improvements made by the editorial team were thorough and accurate. During this process, the original ordinance is compared again with the newly added text to further ensure editorial accuracy.
5. Posting the supplement online (MunicodeNEXT) – After your supplement has been completed, your online code will be updated within 3 days and any electronic products requested will be provided. You will receive notification that the website has been updated via email. If our CodeBank Compare + eNotify service is selected, citizens will be notified each time the online code is updated. When your code is updated on MunicodeNEXT, all internal cross-reference links are updated. With our OrdBank feature, each history note will be linked to the ordinance that amended the respective section.
6. Printing and Shipping – We will print, cut, 3 hole-punch, and ship your supplement to you unless otherwise instructed. You can change your supplement schedule at any time, and there is no additional charge for more frequent supplementation. *Instruction Sheet:* With each printed supplement, we will furnish a page of instructions for removal of the obsolete pages and insertion of the new pages; as well as a *Checklist* of up-to-date pages with each supplement.

Online Code Hosting (MunicodeNEXT)

Our code hosting platform, MunicodeNEXT (https://library.municode.com) was created and is continuously enhanced and improved by our in-house team of Internet Technology professionals. MunicodeNEXT includes Standard and Premium features (see ***Attachment A***), all of which are designed to provide a wide variety of additional capabilities for the research and navigation of your code, as well as for preserving its history. Our newest free online feature, *Public Notes*, will enable you to add external links within the contents of your online Code (such as links to Zoning maps, Fee Schedules, Council Meetings, the Clerk's office, etc.) or to post public notes or documents in the online Code to inform your citizens about current issues pertinent to specific sections of your Code.

MunicodeNEXT is extremely user-friendly and requires no special training or login information. A variety of video tutorials are offered, and we can host a personalized training webinar for you and your staff to demonstrate our online features and capabilities before your new Code goes "live" online. Our MuniDocs feature enables you to upload related documents online alongside the Code in fully searchable format. Electronic viewing statistics are available upon request on the schedule of your choice. Our MuniPro feature provides the ability to search over 3,700 online Codes in our library, save frequently used or complex searches, create notes to attach to any publication and draft new ordinances.

Our powerful search engine allows users to enter simple or advanced searches and supports Boolean operators, stemming, wildcards, proximity searches, and a global synonym list. Users can easily search the code using keywords or phrases, and can print, download and/or email any portion of your code. Search terms can be applied to the entire code or narrowed to search only within specific chapters or sections. Our recent website upgrade allows users to sort results by relevance or book order! Our collapsible Table of Contents, continuous next-hit feature and internal and external hyperlinking and cross-referencing features simplify and enhance the navigation of your online code, allowing your staff and citizens the capability of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more.

With MunicodeNEXT advanced features, your staff and citizens need only click the link provided on your municipality's website to access your full Code of Ordinances. They not only have access to your complete and current Code of Ordinances, but to all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated, and the ability to translate your code into over 100 languages via ***Google Translate***, which is included at no additional charge.

MunicodeNEXT is designed with accessibility in mind. Our application is fully responsive, ensuring all features are available on appropriately sized desktop, tablet, and smartphone viewports. Designed to provide easy access and an intuitive interface, it is extremely well-suited for use on tablets and mobile devices running iOS or Android. With delivery available in Word, PDF or Folio format, the Code can be viewed and researched offline.

The User Interface and all HTML content viewed via our MunicodeNEXT web application is WCAG 2.1 Level AA compliant. While we take several steps to improve the accessibility of PDF documents uploaded to the MunicodeNEXT platform, we cannot guarantee full ADA compliance of PDF documents. If a fully ADA compliant PDF document is uploaded to our MunicodeNEXT platform, it will remain compliant while stored in our system. For each PDF document that is uploaded to our platform, we OCR scanned PDFs; set document title, primary language, and other PDF metadata fields; and automatically create a base level of tags to be used by screen readers.

Our tech stack includes HTML5 & CSS3, Javascript (AngularJS), and a RESTful API written in C# running on .Net Core. All content is rendered in standard HTML and is viewable in all modern browsers including PC: Microsoft Internet Explorer 10 or later, Firefox 3.6 or later, macOS®: Safari™ 5.0 or later, and Chrome 18 or later. We host MunicodeNEXT in Microsoft's Azure Government secure cloud environment and guarantee an SLA of 99.95% uptime. SSL encryption is used by default to secure access to the site and the entire platform is backed up to multiple geographic locations within the Azure Government cloud ecosystem.

MunicodeNEXT Premium Feature Summary (See Attachment A for screenshots and full details)

We recommend our bundled feature option, MyMunicode for the most transparent and feature rich code possible. MyMunicode includes annual online hosting and maintenance service with CodeBank, CodeBank Compare + eNotify, OrdBank, MuniPro and a custom online code banner to match the City's logo or website. Our MuniPRO feature allows you to search nearly 4,000 codes in the Municode library for sample ordinances, save frequently used or complex searches, create notes to attach to any publication and draft and edit new ordinances internally. Constituents and staff can search the Code by keywords or phrases, and print or email at the section, article and chapter level of the online Code. Our newest free online feature, *Public Notes*, will enable you to add external links within the contents of your online Code (such as links to Zoning maps, Fee Schedules, Council Meetings, the Clerk's office, etc.) or to post public notes or documents in the online Code to inform your citizens about current issues pertinent to specific sections of your Code. A summary of our Premium features is provided below.

- ★ **CodeBank** will enable you to have instant access to past versions of your code after each supplementation.
- ★ **CodeBank Compare + eNotify** provides you with the ability to select a past version of your online code and compare it to any other version of the code each time the code is updated. The differences will be shown via Highlights (added materials) or Strikethrough (deleted material).
- ★ **eNotify** allows users to enroll to receive an email notification each time your online code is updated. A "modified," "removed" or "added" badge is shown within the online table of contents to alert users of recently amended sections of your code.
- ★ **OrdBank** will create one click access to every ordinance via linked history notes. Ordinances are permanently stored online in the OrdBank repository and filed in annual folders. Applies to included (amendatory) ordinances.
- ★ **OrdLink** will create highlights within your online code to help users identify what amendatory ordinances have been recently adopted and what code sections have been amended.
- ★ **MuniPRO** allows you to search nearly 4,000 codes in the Municode library, save frequently used or complex searches, create notes to attach to any publication and draft new ordinances.
- ★ **MuniDocs** has recently been upgraded to allow clients to upload a wide variety of .rtf, .doc, .docx, and .pdf documents to browse and search alongside the code. Uploading is as simple as dragging and dropping the document from your computer into the upload dialog box on the improved administrator dashboard, where previously uploaded documents can also be managed. When uploaded, users can choose from a wide list of predefined document types, including minutes, agendas, resolutions and more. These documents are immediately converted to PDF and indexed for search, organized in nested folders – allowing the public to browse and search them immediately.

ADDITIONAL SERVICES AVAILABLE FOR PURCHASE

Municode offers a wide variety of services, all of which have been designed primarily to serve local governments. Please contact us for information and pricing on any of the services listed below, all of which may be purchased under this contract and all of which are competitively priced.

Website Design and Hosting Services

Let our team of web analysts and developers create or redesign a website for your municipality that provides your staff and citizens with a stunningly beautiful website that is simple for staff to use, easy for citizens to access, responsive, interactive, dynamic, and extremely efficient! Using the popular Drupal, open-source framework, we will work with you to understand your history, anticipate your future, define your priorities and achieve the long-term goals of your community.



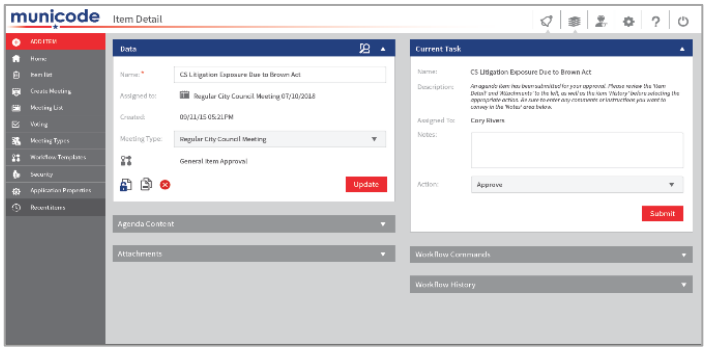
When Municode designs your completely mobile friendly website, our goal is to improve your image and your community profile, increase the self-service capacity of your residents, and empower your staff to create, edit and maintain website content as simply and efficiently as possible. The result will be an unparalleled municipal website solution at a very compelling price.

- ❑ **Request MunicodeWEB Demo/Proposal**

Meeting and Agenda Management

Municode provides a cloud-based agenda meeting management system that enables our clients to save time and money by streamlining and automating the agenda process. With zero set-up requirements, minimal budget impact, built in automatic upgrades and internal and external IT support issues managed directly by Municode's expert team of web analysts and system developers, your staff will spend significantly less time on agenda management, while still maintaining total administrative control of your agenda packets.

Municode provides the highest level of government transparency to your citizens. We will show you how to live stream your meeting videos at no cost and can provide archived video and audio linking capabilities that will allow your constituents to access the exact point in the meeting video where a specific piece of business is discussed. You can take roll call and record votes live in the meeting – and legislators can also vote directly from their Mac, PC, iPad, or Android device!



Other benefits include agenda process visibility, easy agenda updates, approval workflow, live Council voting & roll call, Email notifications, a Unified Document Search and automated approval routing. When you are ready to publish your Agenda, our "single click publishing" will provide you with automatic agenda and packet creations.

- ❑ **Request MunicodeMEETINGS Demo/Proposal (*see pricing page 4*)**

Payment Solutions - Point and Pay

Our preferred payment solutions partner, Point & Pay (https://www.pointandpay.com/) makes paying bills easier! Everything they do is backed by their best-in-class user interfaces, insightful features and high-quality service and support. Point and Pay can assist in processing City/County taxes, utility bills, permits & licensing, and more. With a focus on mobile interfaces, they enable your customers to conveniently pay bills whenever and wherever they want!

- ❑ **Request Point and Pay Demo/Proposal**

MCCi Services:

Laserfiche Enterprise Content Management Software and Services

MCCi understands the challenges organizations face every day with paper-based processes. We provide innovative solutions that transform these challenges into smart practices that improve efficiency, productivity and organizational structure. Recognized as one of the nation's top 20 Most Promising Government Technology Solution Providers, we are also the largest Laserfiche provider in the world. MCCi is passionate about helping organizations run their office more efficiently – saving time, money and resources! With 900 clients nationwide, MCCi is the largest provider of Laserfiche solutions in the world.

Digital Imaging Services

Through MCCi, Municode can help with your digital imaging services needs include scanning, indexing and integration of hard copy documents, electronic documents, and microfilm/microfiche. MCCi provides the most powerful index retrieval search engine available.

Open Records Request Software

JustFOIA is an affordable, easy to use, completely web-based hosted service that was created specifically to help you manage and track public records requests. Since JustFOIA is completely web-based, you are able to login anywhere that has an internet connection. You simply type in your customized web address and enter your credentials, safely and securely. Your service is available 24/7, every single day of the year.

JustFOIA helps agencies receive, track and report on open records requests. JustFOIA is a hosted solution that is user-friendly, affordable, and integrated with Laserfiche Enterprise Content Management.

- ❑ **Request MCCi Demo/Proposal**

Internet-based Document Editing and Presentation System

enCodePlus is a unique Internet-based document editing and presentation system used for authoring, displaying, and managing all aspects of land development regulations or zoning ordinances. Developed by community planners, **encode**Plus assists in the creation of land development and zoning ordinances that are fully customizable, easy to navigate and rich with features including GIS interactive mapping, a "Land Use Look Up" tool, hyperlinking to outside resources, historical archiving and in-line graphics.

From its humble beginnings as a stand-alone Windows PC program, **enCode**Plus has matured to meet the needs of an innovative and exacting group of land use code writers and their client communities. To learn more about how **enCode**Plus can be an economic driver for your municipality and positively impact the transparency and navigability of your zoning or land development ordinance, please visit this link: http://www.encodeplus.com/

- ❑ **Request enCodePlus™ Demo/Proposal**

SIGNATURE PAGE

This proposal shall be valid for a period of ninety (90) days from the date appearing below unless signed and authorized by Municode and the City of De Pere, WI.

Term of Agreement. This Agreement shall begin upon execution of this Agreement and end three years after the publication date of the new code. Thereafter, the supplement service shall be automatically renewed from year to year provided that either party may cancel or change this agreement with sixty (60) days written notice.

Submitted by:

MUNICIPAL CODE CORPORATION

Municode Officer: _____

Title: Steffanie Rasmussen, Vice President of Client Services

Date: July 6, 2021

Accepted by:

CITY OF DE PERE, WISCONSIN

Signature: _____

Printed Name: _____

Title: _____

Date: _____

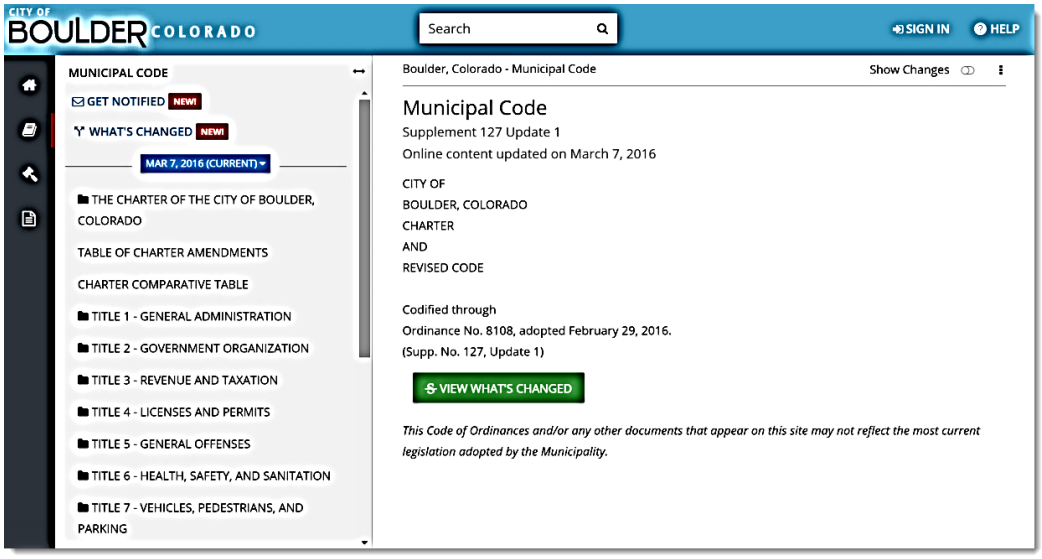
municode
CONNECTING YOU & YOUR COMMUNITY

ATTACHMENT A

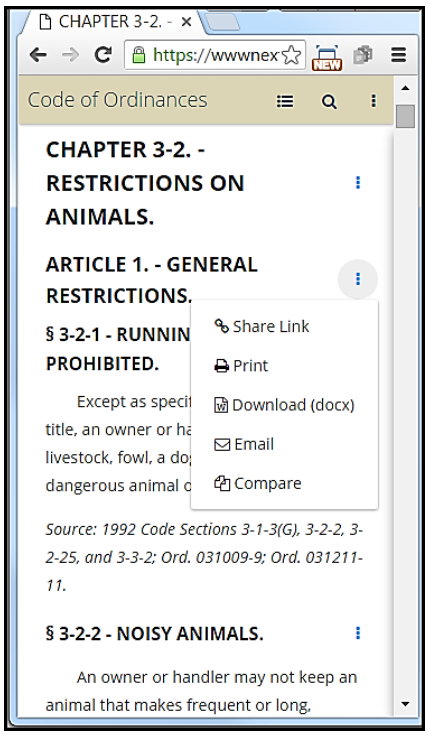
MunicodeNEXT Standard & Premium Features

STANDARD FEATURES OF MunicodeNEXT

Responsive Design – Our team designed MunicodeNEXT to function on any device. Over 20% of our traffic is generated from a smartphone or tablet. Our user interface, based on Google's Material Design guidelines, ensures any device that accesses our application will have access to our full suite of features.



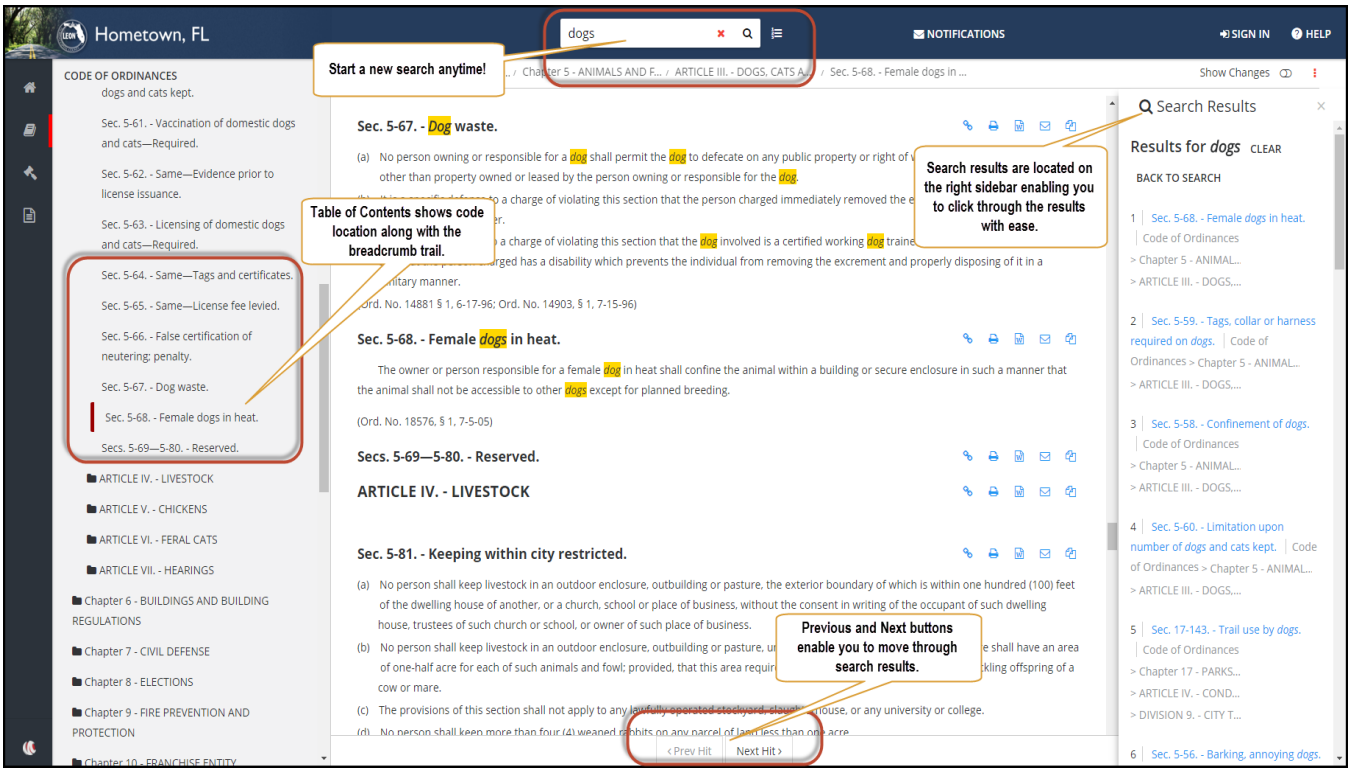
Mobile and Tablet friendly – Our application uses touch friendly icons, easy to access menus, and fly overs to expose all functionality while maintaining a clean, intuitive interface.



Standard Features of MunicodeNEXT

Print/Save/Email – Users can print, save (as WORD) or email files at the section level, as well as at the article or chapter level. You can print, save or email non-sequential sections from multiple portions of your Code(s). Not all codification companies enable you to download WORD documents directly from the website. Being able to do so greatly enhances your ability to draft new legislation.

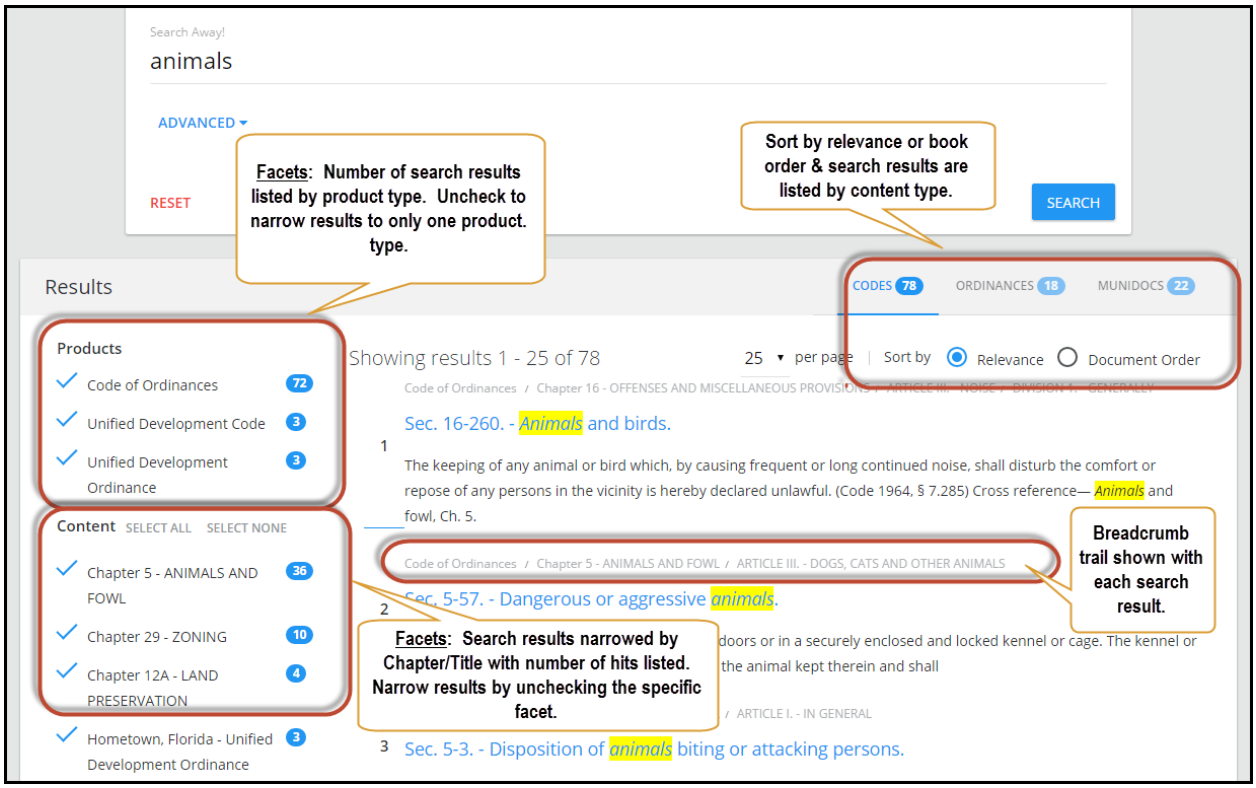
Searching – Municode leverages a powerful open source search platform that also power sites such as Stackexchange, Github, and Wikipedia. Search starts on a dedicated page, then moves to a persistent right-hand sidebar as you cycle through the results. This enables you to quickly move through search results without clicking "back" to a search results page. The Code is also indexed by the section, returning more accurate, granular results. Search results can be sorted by relevance or book order as seen in the screenshot below.



Municode Search Components:

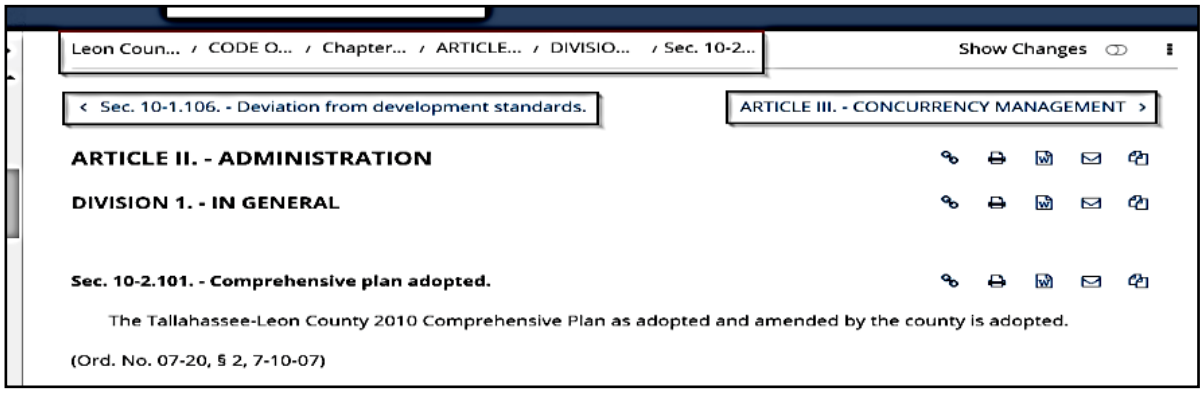
- ★ **Advanced Searching** – You and your power users can conduct searches using Natural Language (think Google) or Boolean Logic.
- ★ **Multiple Publications** – If you have multiple publications (Code, zoning, etc.), they will all be searchable from one interface.
- ★ **Searchable ordinances** – With our OrdBank service, ordinances posted pre and post-codification are full-text searchable.
- ★ **Searching all content types** – If you use our OrdBank or MuniDocs service, you can search any combination of the Code, ordinances, and MuniDocs simultaneously. Search results are labeled for easy identification.
- ★ **Narrow Searching** – Your users could search selected chapters or titles in order to pinpoint their searches and find what they are looking for as quickly as possible!
- ★ **Stored Searching** – MunicodeNEXT allows all search result listings to be bookmarked under your browser's bookmark tabs. Users need only conduct a search and press Ctrl+D to add the search result listing to your browser's tabs.

Standard Features of MunicodeNEXT



Search enhancements provided with our latest website upgrade include (see screenshot above):

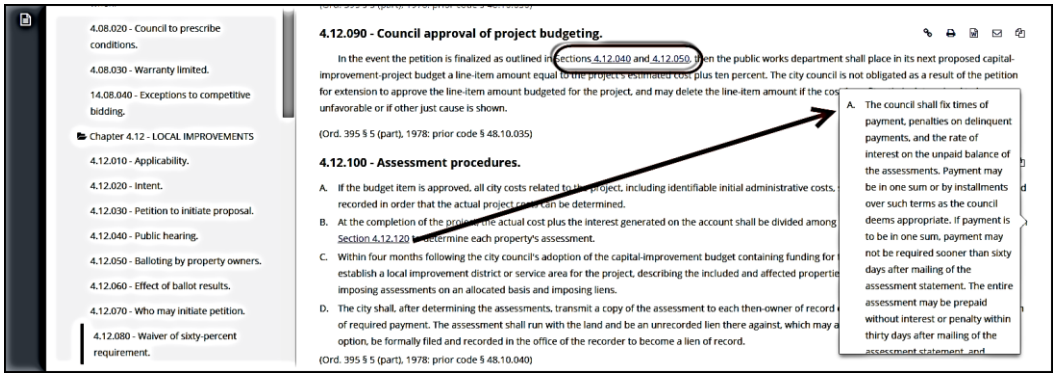
Browsing – MunicodeNEXT provides a persistent breadcrumb trail when browsing or searching and a Previous/Next button at the top and bottom of any document you're viewing. The table of contents and content pane also stay in sync as you scroll to deliver the most intuitive reading experience possible.



- ★ **Internal Cross-Reference Linking** – Cross-references within your Code are linked to their respective destination Article, Chapter or Section.
- ★ **Collapsible TOC** – The table of contents collapses, providing additional real estate with which you may view your Code. Easily view your maps, graphs and charts by simply enlarging the item.
- ★ **Mouseover (cluetips)** – Navigate to your Code and any linked cross-reference will quickly display in the pop-up preview window.
- ★ **Google Translate** – includes the Google Translate plugin, allowing users to view and navigate our hosted Codes in over 100+ languages.

Standard Features of MunicodeNEXT

(Cross-reference linking and mouseover shown below)



Translation – MunicodeNEXT includes the Google Translate plugin, allowing users to view and navigate our hosted Codes in over 100+ languages.

Social Media Sharing – You and your users are able to share Code sections via Facebook and Twitter. This will make it easier for you and your team to utilize social media in order to engage your citizenry and enhance your level of transparency.

Static Linking – Copy links of any section, chapter or title to share via email or social media.

Scrolling Tables and Charts – Headers stay fixed while you scroll through the table/chart.

GIS – We can provide a permalink to any Code section and assist staff to create a link from your GIS system to relevant Code sections.

In-line Images & PDFs – We take great care to ensure that your images match online and in print and are captured at the highest quality possible. Our online graphics can be enlarged by hiding the table of contents to maximize the image. Municode can also incorporate PDFs of certain portions of the Code that have very specific viewing and layout requirements.

Public Notes
One of our newest additions to MunicodeNEXT is the ability to post public notes or documents within the online Code to inform your citizens about current issues pertinent to any specific section of your Code.

Website Accessibility – Our current website complies with level A of the Web Content Accessibility Guidelines (WCAG) 2.1.

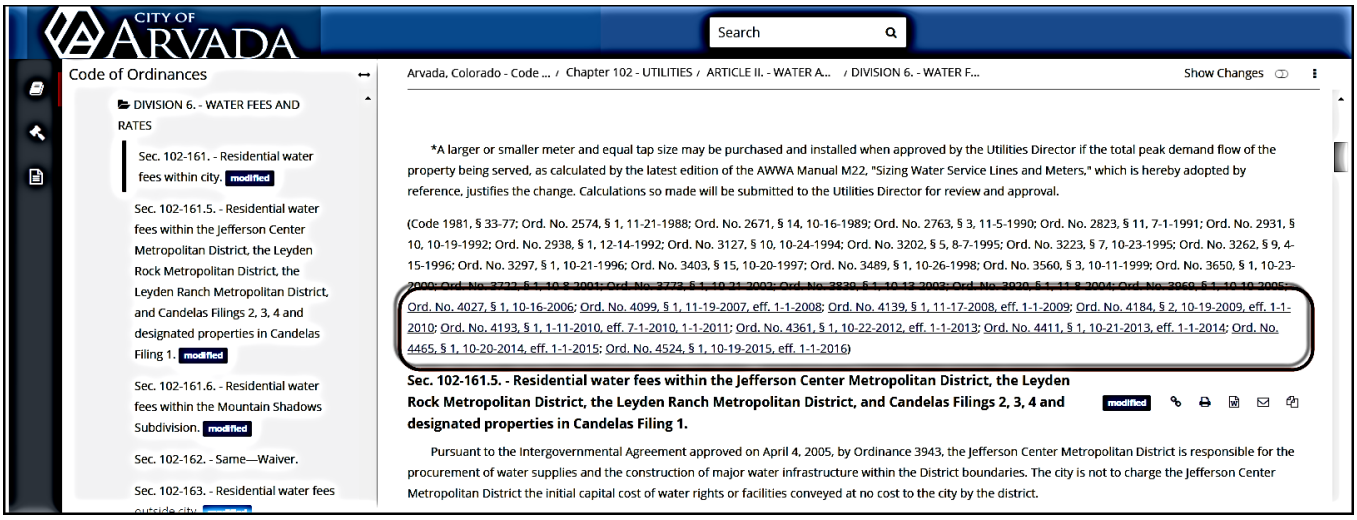
Support – Phone, email and web support for citizens and staff: 24-hour email response; phone support from 8:00 a.m. to 8:00 p.m. (Eastern). A variety of video tutorials are offered, and we are always available to host a personalized webinar for you and your staff to demonstrate our online features.

Premium Features of MunicodeNEXT

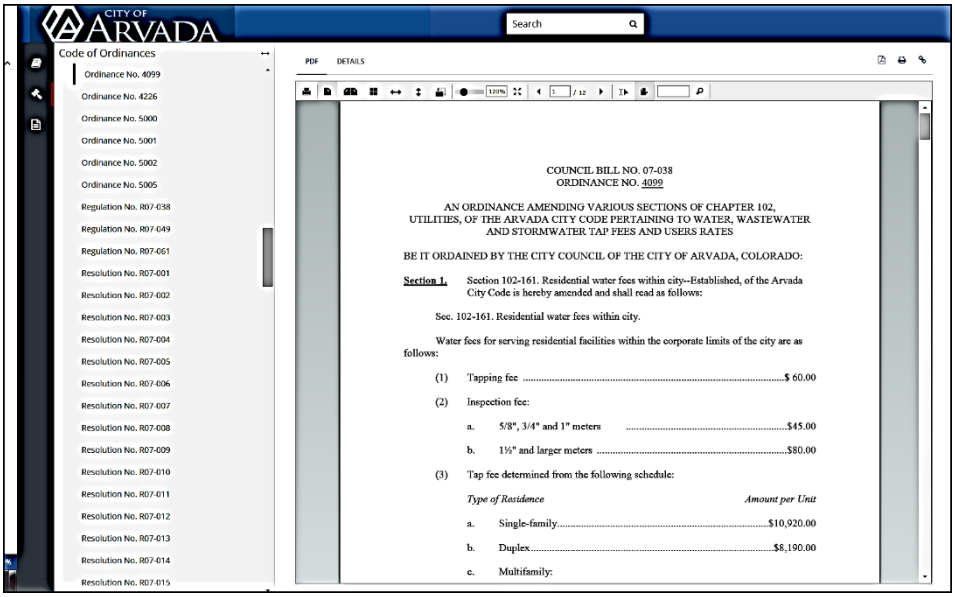
Custom Banner. We can customize the look and feel of your Code to more closely match your website. Please note the custom banners in each of the screenshots provided in this sample.

OrdBank. With our OrdBank solution, newly adopted legislation will be posted online in between supplements. Upon the completion of your supplement, the ordinances will be linked in your history notes and stored in your OrdBank Repository under the “OrdBank” tab.

Hyperlinked ordinance in text)

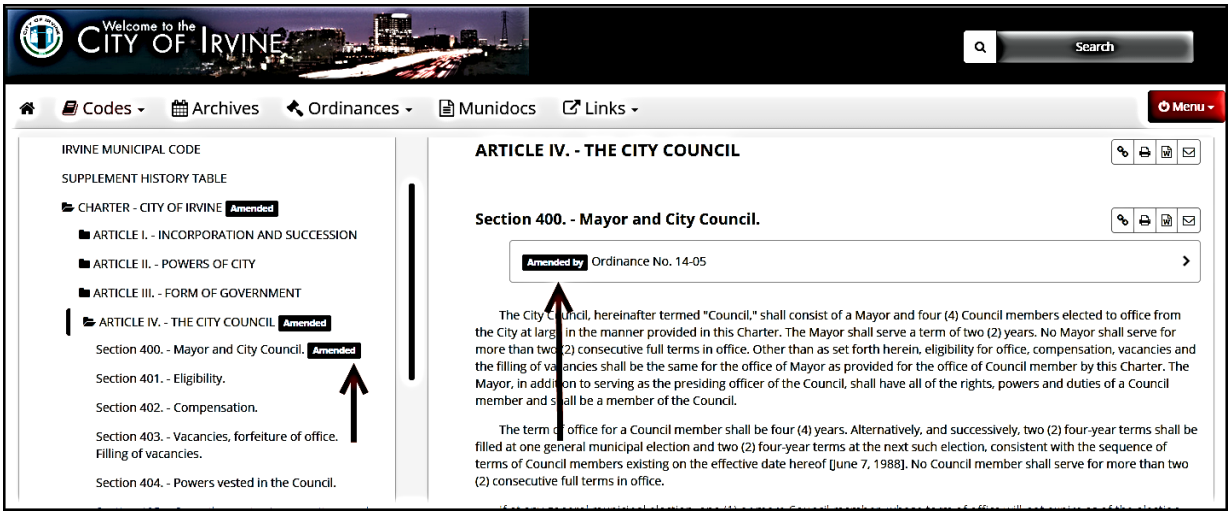


(One-Click access to the original ordinance in the OrdBank Repository)



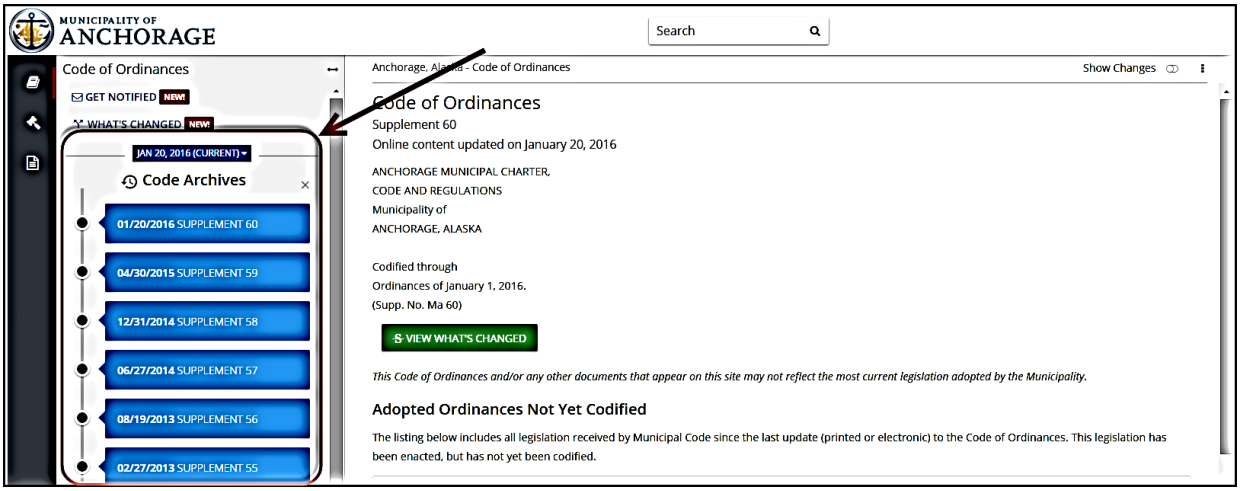
Premium Features of MunicodeNEXT

OrdLink + OrdBank. Prior to incorporating the ordinances into your Code via supplementation, the OrdLink feature can hyperlink newly adopted ordinances to the section being amended. Linked sections are highlighted in the table of contents and links are created from the amended sections to the new ordinances. Once the linked ordinances are incorporated into your Code, they are added to your OrdBank repository and hyperlinked to your history notes. This service lets everyone know that new ordinances have been adopted.



CodeBank. Our CodeBank feature provides an online archival platform for previous supplements of your Code. Empower your staff and citizens to access every previous version of your Code with one click.

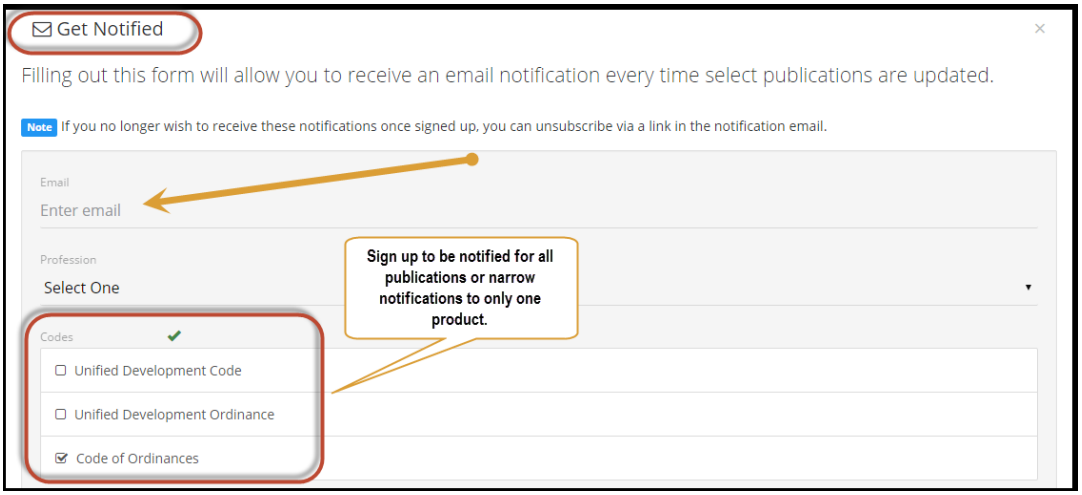
(CodeBank Tab)



CodeBank Compare. Our CodeBank Compare service is a powerful feature that provides users the ability to select a past version of your online Code and compare it to any other version of your online Code. The differences will be shown via highlights (added material) or strikethrough (deleted material). The CodeBank feature is required in order to access CodeBank Compare. Users will be notified of the changes in the table of contents and within the text of the Code via “modified,” “new” or “removed” badges. Users can also select an option to view all of the changes in a single view, complete with strikethrough and highlights showing the specific textual changes that were made. The CodeBank Compare service will show all amendments to your Code that were implemented during the most recent update. **eNotify**. Our eNotify service allows users to enroll online and receive email notifications each time your online Code is updated.

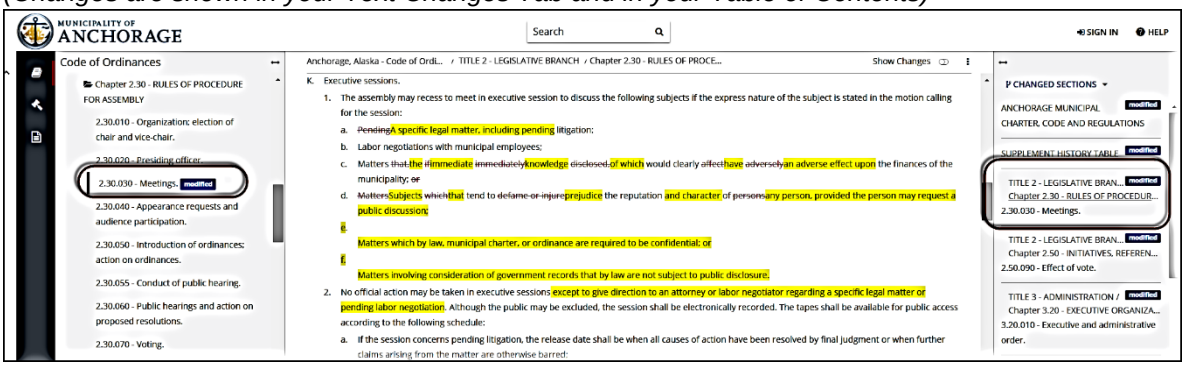
Premium Features of MunicodeNEXT

This will empower your staff and citizens to receive instant notifications every time your online Code is updated. The CodeBank Compare feature is required in order to utilize the eNotify service.

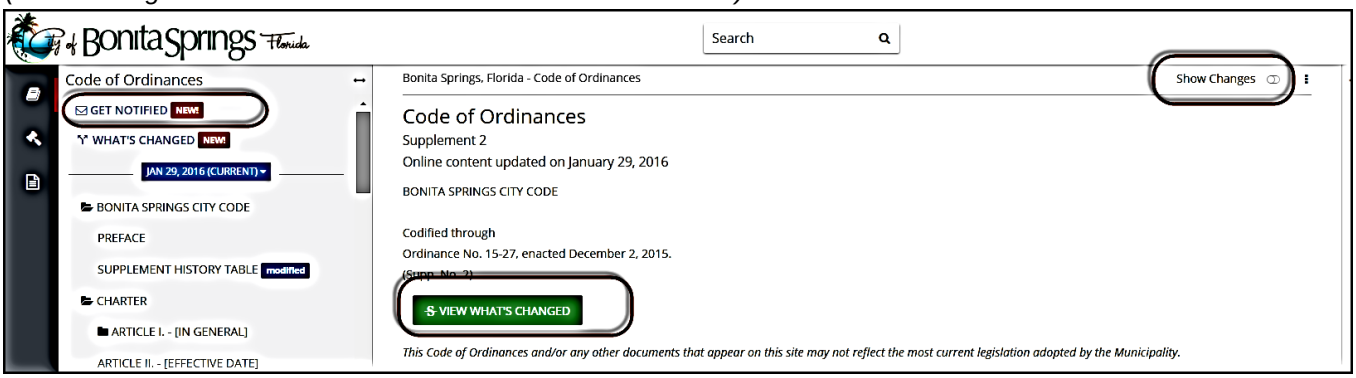


Compare enhancements provided with our latest website upgrade include the ability to show changes in every version of the Code stored in CodeBank.

(Changes are shown in your Text Changes Tab and in your Table of Contents)

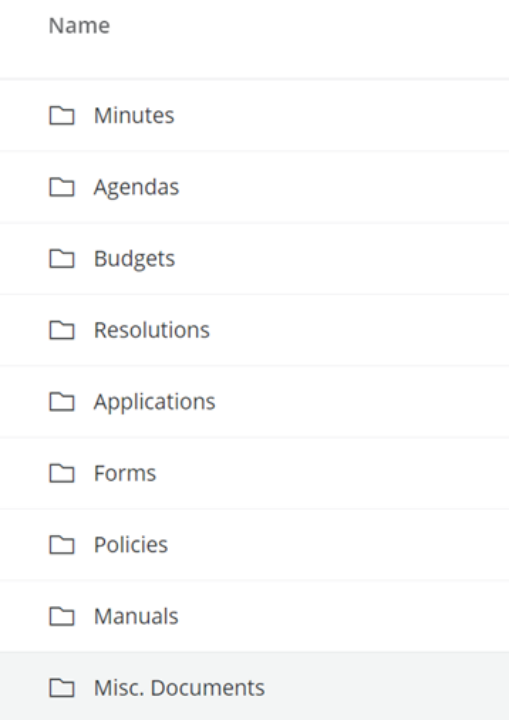


(Show changes button and a custom banner are shown below)

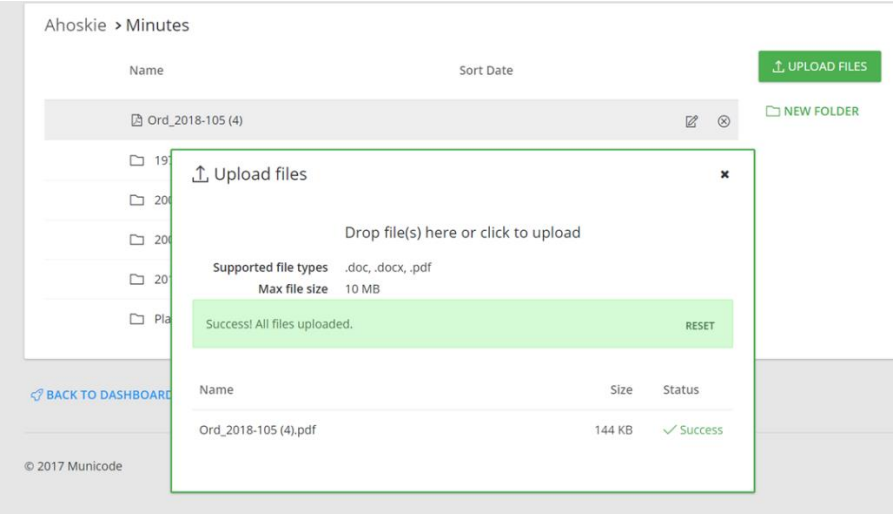


Premium Features of MunicodeNEXT

MuniDocs. MuniDocs Upload allows you to upload many types of documents to browse and search alongside your online code and is fully searchable and filterable. After users login, they are presented with a dashboard that allows them to upload new documents and manage previously uploaded documents. When uploaded, users are able to pick from a list of predefined document types



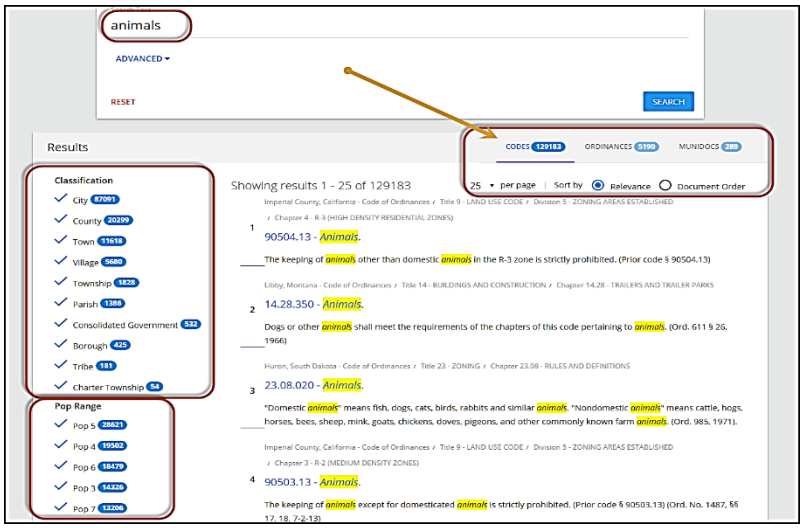
Uploading a document is as simple as dragging and dropping the document from your computer into the upload dialog box on the admin dashboard. Uploaded documents are immediately converted to PDF and indexed for search. Users may upload .rtf, .doc, .docx, and .pdf documents and organize these documents by nested folders. The public can then browse and search these documents immediately.



Premium Features of MunicodeNEXT

MuniPRO. MuniPRO Searching allows you to search the over 3,700 Codes we host (the entire country, a single state or individually selected Codes of your choosing). MuniPRO searches are ideal for researching local regulations of special interest or to find out how other communities are dealing with similar issues. If the IP based model is selected, only Multiple Code Searching is available. MuniPRO provides subscribers with the following tools:

- ★ **Multiple Code Search.** Search all Codes within one state, multiple Codes within one state, or search all Codes in the entire US hosted by Municode. Search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.
- ★ **MuniPRO Saved Searches.** Save frequently used or complex searches for easy retrieval from the MuniPRO Dashboard.
- ★ **MuniPRO Notes**. Create a note and attach it to any section in any publication. Note icons are present when viewing the section, alerting the user to a previously written note. A global listing of notes can be accessed and managed from the MuniPRO Dashboard.
- ★ **MuniPRO Drafts**. Begin a new ordinance draft to keep track of pending legislation. Drafts icons are present when viewing the section, alerting the user to a previously created draft. A global listing of drafts can also be accessed and managed from the MuniPRO Dashboard.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 21, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Recommendation from the Finance/Personnel Committee to approve the following expenses in connection with the City's collection of property tax payments (1st installment):**

The Finance/Personnel Committee voted unanimously to recommend approval of this item at its September 14, 2021 meeting.

ATTACHMENTS:

- Land Nav Memo_9.14.21 (PDF)

CITY OF DE PERE

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

To: Honorable Mayor James G. Boyd
Members of the Finance-Personnel Committee

From: Joe Zegers, Finance Director-Treasurer
Carey Danen, City Clerk

Date: September 8, 2021

Re: Brown County Property Tax Collection

The City of De Pere will be assuming the role of first installment tax collection from Brown County for the 2021 tax year. We are in the beginning stages of this transition, but would like to present to the Finance-Personnel Committee the current status of this project and the anticipated requirements involved with making the change.

The software platform required is called LandNav, which Brown County has used for several years. The cost of the software implementation and training will be covered by Brown County. They will bill us for the annual maintenance charge of $1,500 next January; this fee has been added to the proposed 2022 Clerk's Office budget.

An optional add-on is also available which would give property owners the ability to make a tax payment at a local Associated Bank branch. The cost of this feature would be an additional $3,000 per year. We are currently working to determine if this can be successfully implemented.

Staff has been in contact with LandNav and a project plan has been put into place. Implementation and training is tentatively scheduled for the last week of September/first week of October. The vendor is also working with IT Director Steve Massey to coordinate the installation of the software.

The Brown County Treasurer's office has been coordinating this project with the vendor since their decision last spring to require the City to collect first installment tax payments; their control of the pace of the project, as well as vendor staff changes, has created communication delays with City staff. We will share additional details as they become available; we hope to have a draft license agreement to share with you at the meeting on the 14th.

Please contact us in advance of the meeting if you have any questions.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 21, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**A. $3,000 for bank collection software**

ATTACHMENTS:

- Bank Collection Software Quote # 1187 (Issue Date 2021-09-14) (PDF)

LandNav
Phone: 8007923860

City of De Pere
Contact person: Carey Danen
Phone: 9203394050
E-mail: cdanen@deperewi.gov

Quote # 1187

Issue Date: 09/14/2021

This quote includes the cost of implementation of the Bank Collection software and one time training of the bank staff (will include recording of training session). This will be used during the municipal collection period during a time frame chosen by the City of De Pere.

Total Cost: $3,000.00

Due Date: 09/24/2021

The Director _____

The Accountant _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 21, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**B, $1,500 to reimburse Brown County for the LandNav license for City property tax payment collection**

ATTACHMENTS:

- BC Group Quote (LandNav) 1120 (1) (PDF)

(800) 792-3860
sales@landnav.com
www.LandNav.com

County of Brown
Paul Zeller

Quote Date 01/29/2021
Quote #: 1120

,
+1 920-448-4074
Paul.Zeller@BrownCountywi.gov

**This quote includes moving 11 municipalities inside of Brown County to LandNav 5 for collections. Additionally, included is all conversions of tax data if required and group virtual *training on the new platform prior to collections. This quote excludes the below municipalities:

- Green Bay
- Howard
- Denmark

** Virtual training may be conducted individually at a rate of $500.00 per session. In person training is available, however, rates will include all applicable travel related expenses.*
*** Annual support cost is $1,500.00 per municipality with an optional COLA increase not to exceed 3%*

Description	Qty	Unit Price	Amount
LandNav 5 Municipal Platform	11	1,500	16,500
Training Per Group Virtual Session	1	1,000	1,000
		Total	**$17,500.00**

***Please note:** Prices are effective for a period of ninety days. All quotes must be signed and emailed to sales@landnav.com. If applicable, annual support will be billed separately. Any listed amount is for reference only.*

Authroized By _____ Title _____ Date _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 21, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Ordinance #21-22 Amending Chapter 82 De Pere Municipal Code Regarding Solid Waste/Curbside Recyclable Collection.**

The Board of Public Works at the September 13, 2021 Meeting approved amendments to Sections 82-1 and 82-2 Related to Garbage Collection at Residential Sources and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Ord21-22 (PDF)
- Mayor-BPW Garbage Collection at Residential Sources (PDF)
- Ord21-XX Amending 82-1 & 82-2 Related to Garbage Collection at Residential Sources (DOCX)

ORDINANCE #21-22
AMENDING CHAPTER 82 DE PERE MUNICIPAL CODE
REGARDING SOLID WASTE/CURBSIDE RECYCLABLE COLLECTION

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

SECTION 1. Section 82-1, *Definitions,* is hereby amended by deleting the word "property" and replacing it with "parcel" within the definition of *Residential source*.

SECTION 2. Section 82-2, *Collection limits and frequency,* is hereby amended as follows:

1) By deleting "Effective June 1, 2017," and inserting the phrase "Except as provided herein, the" in the first sentence of Subsection (a); and
2) Subsection (f), *Other sources,* shall be repealed and replaced with:

> Other sources.
>
> (1) City sources. Normal accumulations of garbage from municipal buildings and municipal public spaces shall be collected once per week by the city. Collectable recyclables from city sources shall be collected once every two weeks.
>
> (2) City created public bodies. Garbage and collectible recyclables from residential sources owned by a public body corporate and politic created by authorization of the city, including but not limited to the De Pere Redevelopment Authority and the De Pere Housing Authority, shall be collected as set forth under subsection (b). Collection shall be made from these sources although the number of residential sources on one parcel may exceed the limits established under section 82-1.

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

SECTION 4. This ordinance shall take effect on and after its passage and publication as provided by law.

Adopted by the Common Council of the City of De Pere this 21st day of September, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 09/14/2021
Publication Date: _____
Effective Date: _____

MEMORANDUM

TO: Mayor James G. Boyd, Chair
Board of Public Works Members
Common Council Members

FROM: Kristen Johnson, Assistant City Attorney

DATE: September 13, 2021 (meeting date)

RE: Amendment to Sections 82-1 & 82-2 Related to Garbage and Recyclable Collection at Residential Sources

Section 82-2(a) prohibits the city from collecting garbage or recyclables from parcels which create in excess of two polycarts on a garbage only collection cycle or three polycarts on a garbage recycling collection cycle. There are certain exceptions to the ordinance which allow certain properties to receive collection even if they produce more than two or three polycarts (depending on collection cycle), including for municipal buildings and municipal public spaces such as parks.

The amendments to Sections 82-1 and 82-2 are being proposed in order to clarify the intention of the ordinances and to provide an exception for parcels owned by certain city created public bodies. Specifically, it came to the attention of staff that Parcel WD-86-5 owned by the De Pere Housing Authority contains six (6) individual residential homes along with the Nicolet Terrace Apartments. Under the current ordinance, this parcel is not eligible for collection because the residential sources create more than the allowable amount of garbage. Under the proposed amendment, each individual residential source on this parcel will be allowed 2-3 polycarts. Nicolet Terrace Apartments receives private collection. The city does not collect from multi-family sources and that will not change under the proposed amendment. This exception only applies to parcels owned by certain public bodies created by authorization of the city, including the De Pere Redevelopment Authority and the De Pere Housing Authority. At this time, the De Pere Redevelopment Authority does not own any property that would qualify under this exemption. The De Pere Housing Authority does make a payment in lieu of taxes to the city each year.

If you have any questions ahead of the meeting, please do not hesitate to contact me.

KKJ

Sec. 82-1. 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:

Bi-metal container means a container for carbonated or malt beverages that are made primarily of a combination of steel and aluminum.

Brush means trimmings from shrubs and trees but does not include brush or yard waste generated by a service contractor.

Collectable recyclables means all plastic bottles & containers including: all food, beverage and household bottles, jars, jugs, dairy containers and lids, deli, bakery, produce containers and lids; all paper including: newspapers and inserts, magazines, books, catalogs, milk, juice and soup cartons, junk mail and office paper; all metal and glass including: aluminum bottles and cans, steel, tin and bi-metal cans, empty aerosol cans, food and beverage glass bottles and jars. The items listed as collectable recyclables in this definition may be modified by the director of public works in accordance with the effective date of state law or applicable state department of natural resources regulations or variances therefrom. The director of public works shall be responsible for informing the public of all acceptable collectable recyclables.

Collectable solid waste means garbage, collectable recyclables, brush, yard waste and refuse.

Commercial or manufacturing source means any private business enterprises, including, but not limited to, offices, stores, taverns, service stations, restaurants and similar businesses whether non-profit or profit making in nature, excluding hazardous, toxic, noxious or offensive waste, brush, yard waste, refuse or commercial debris.

Compost site means a public site prepared and operated by the city for the purpose of composting yard waste.

Construction debris means all waste resulting from building construction or demolition, alteration, or repair, including excavated material, remodeling, and other waste including but not limited to windows, doors, drywall, framing and roofing materials, flooring, carpeting cabinets and counter tops, concrete, stone, asphalt, sod, earth, dirt, and brick.

Container board means corrugated paperboard used in the manufacture of shipping containers and related products.

Disposable bag and *bag* mean a one-way disposable bag made of polyurethane or other plastic material with a securing twist tie consisting of a minimum of two-ply paper and minimum of 1½ mils thickness for plastic. Bags shall not exceed a volume capacity of 30 gallons or a weight of 50 pounds. Whenever the terms "disposable bag" and "bag" are used in this chapter, such words will mean disposable bag as described in this definition.

Foam polystyrene packaging means packaging made primarily from foam polystyrene that satisfied one of the following criteria:

(1) Is designed for serving food or beverages.

(2) Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.

(3) Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

Garbage means miscellaneous waste material, excluding recyclables, including, but not limited to, discarded material resulting from handling, processing, storing, consumption of food, paper, metals, rubber, wood, cloth, and litter. Garbage shall specifically exclude hazardous, offensive, noxious or toxic wastes, refuse, construction debris, yard waste or brush.

Hazardous and/or toxic waste means waste materials or substances which, during normal storage in handling, may be a potential cause of harm, sickness or death, such as explosives, petroleum products, metal or pharmaceutical materials, corrosive chemicals, poisonous or pathogenic substances, pesticides, chemicals,

radioactive materials, toxic materials, and all other similar harmful substances, whether in solid, liquid or gaseous form.

Institutional source means any institutional enterprise, including, but not limited to, churches, schools, educational institutions, and fraternal organizations.

HDPE means high density polyethylene, labeled by the SPI code #2.

LDPE means low density polyethylene, labeled by the SPI code #4.

Landscape/lawn care operation means all landscape, lawn care, nursery, tree service, or other business which provides landscape and lawn care services to others for a fee or other consideration. See also *service contractor.*

Magazines means magazines and other materials printed on similar paper.

Majorappliance means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, stove, furnace, boiler, humidifier or water heater. Major appliances are considered refuse for purposes of this chapter. Microwave ovens which have had the capacitor removed shall not be considered major appliances.

Manufacturing source means waste resulting from manufacturing or processes and operations, excluding hazardous, offensive, toxic or noxious wastes, refuse, yard waste, brush or construction debris.

Multiple-family source means a property containing five or more residential units, including those which are occupied seasonally.

Newspaper means a newspaper and other materials printed on newsprint.

Noxious and/or offensive waste means those wastes that are unwholesome or have an unpleasant smell or are otherwise noxious and/or offensive, such as manure, filth, slop, carcasses, carrion meat, fish, entrails, hides and hide scrapings, paint, kerosene, oil or greasy substances, and objects that may cause injury to any person or animal or damage to vehicles such as barbed wire, briar thorns or similar materials. The term "manure" herein shall not include the excrement/fecal waste of domesticated animals allowed upon R-1 Single Family Residence District and R-2 Single and Two-Family Residence District zoned parcels provided such excrement/fecal waste is properly packaged and disposed of so as to not leak, leach or spill into the garbage container.

Office paper means high grade printing and writing papers from offices in nonresidential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high grade. This term does not include industrial process waste.

Other resins and multiple resins mean plastic resins labeled by the SPI code #7.

Other sources mean municipal buildings and municipal public spaces.

Overflow collection day means a day on which garbage or collectable recyclables that cannot fit in the polycart is collected. On an overflow collection day, garbage which cannot fit into the polycart shall be placed in a disposable bag alongside, but not inside, the polycart for collection. On an overflow collection day, collectable recyclables that cannot fit in the polycart may be placed in a container which itself is a collectable recyclable and which is of a size which can fit within the polycart, and such container shall be placed alongside, but not inside, the polycart for collection. An overflow collection day is:

(1) Any such day as is declared by the city; or

(2) Any such day that an "overflow tag" is affixed to the recyclable container placed outside the recyclable polycart; or

(3) Those infrequent days, not to exceed four collection days in a calendar year, that an "overflow tag" is affixed to the plastic bag container placed outside the garbage polycart.

Overflow tag means the tag purchased at city hall or the municipal service center for the privilege of placing solid waste which does not fit in a polycart out for pick up. Each overflow tag shall permit the placement of no

more than two overflow containers [either plastic bag(s) or recyclable container(s)] for collection. The fee for such tag shall be as established by resolution of the common council.

Patron means any person producing any type of waste material covered by the regulations of this chapter. In the case of a firm or corporation, the term "patron" will be construed to mean the principal agent, office or employee responsible for the firm or corporation.

Person means any individual, corporation, partnership, association, educational institution, local governmental unit as defined in Wis. Stats. §66.0117(1)(a), state agency or authority, or federal agency.

PETE means polyethylene terephthalate, labeled by the SPI code #1.

Plastic container means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.

Polycart means a reusable container specifically designed for automated collection and provided by the city for a fee determined by the city council. Polycarts are the property of the city and shall remain with the parcel address to which it is assigned by the city. Polycarts are specifically designated for garbage or collectable recyclable use. Garbage polycarts are available in large or small sizes. If a parcel is allowed two garbage polycarts under this chapter, at least one of the polycarts shall be the large size.

Postconsumer waste means solid waste other than solid waste generated in the production of goods, hazardous waste as defined in Wis. Stats. §291.01 (including such amendments as may be made from time to time), waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste as defined in Wis. Stats. §289.01 (including such amendments as may be made from time to time).

PP means polypropylene, labeled by the SPI code #5.

Private collection receptacle means container(s) provided by a private garbage or recyclable collection hauler.

PS means polystyrene, labeled by the SPI code #6.

PVC means polyvinyl chloride, labeled by the SPI code #3.

Recyclable materials means lead acid batteries; major appliances; waste oil; yard waste; and collectable recyclables as defined in this section.

Refuse or rubbish means miscellaneous waste material that is bulky or of such a size that will not fit in polycart and as is not normally collected with garbage including but not limited to furniture, appliances, bicycles, exercise equipment, play equipment, and other household items, mattresses, screen/storm doors, swing sets, plumbing fixtures, ovens, washtubs, wheelbarrows, bikes, box springs, and similar items. Refuse or rubbish excludes construction debris, electronics such as televisions, stereos, microwaves, computers, cell phones, telephones systems, keyboards, servers, copiers, video equipment, business equipment, printers, and similar equipment. Refuse and rubbish also excludes air conditioners, dehumidifiers, freezers, refrigerators, water coolers, and others similar equipment containing Freon. The director of public works shall maintain a list of acceptable items falling within the refuse or rubbish classification.

Refuse or rubbish drop-off site means a public site prepared and operated by the city for the purposes of refuse or rubbish drop-off. The director of public works shall maintain a list of items acceptable items acceptable for drop off.

Residential source means a parcel~~property~~ containing one, two, three or four residential units, including those which are occupied seasonally.

Service contractor means a person, firm, entity or company which performs services for a property owner or occupant.

Solid waste means garbage, recyclables, brush, yard waste, refuse, construction debris; hazardous, toxic, offensive or noxious wastes.

Solid waste facility means as specified in Wis. Stats. § 289.01(35) including such amendments as may be made enacted from time to time.

Solid waste treatment means any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste, including incineration.

Waste tire means a tire that is no longer suitable for its original purpose because of wear, damage or defect.

Yard waste means all materials originating in the yard and garden which are capable of natural decomposition, including leaves, grass clippings, and other vegetation but does not include any yard waste generated by a service contractor. Yard waste does not include any brush.

Sec. 82-2. Collection limits and frequency.

(a) Except as provided herein, the~~Effective June 1, 2017,~~ city shall not collect garbage or collectable recyclables for parcels which create in excess of two large polycarts on a garbage only collection cycle or three large polycarts on garbage recycling collection cycle. The property owner or designated agent shall be responsible for the proper and sanitary storage, collection and transportation of garbage and collectable recyclables generated, all in accordance with federal, state and local regulations. The city shall not collect from any parcel which receives private garbage and/or recyclable collection services.

(b) Residential source. Garbage from a residential source shall be collected by the city once each week. Collectable recyclables from a residential source shall be collected once every two weeks. The maximum number of polycarts the city shall collect in a collection cycle shall be:

(1) *Garbage collection only cycle:*

a. Single family residence: two garbage polycarts at a maximum of 200 pounds each.

b. Two, three or four unit residence: one garbage polycart per unit at a maximum of 200 pounds each.

(2) *Garbage and recyclable collection cycle:*

a. Single family residence: three polycarts, at least one of which shall be collectable recyclables in a recyclable designated polycart, at a maximum of 200 pounds per polycart.

b. Two, three or four unit residence: two polycarts per unit, at least one of which shall be collectable recyclables in a recyclable designated polycart, at a maximum of 200 pounds per polycart.

(c) Multifamily source. Garbage and collectable recyclables shall not be collected from any multifamily source. All owners or designated agents of multifamily dwellings shall be responsible for the proper and sanitary transportation of garbage and collectable recyclables generated from multifamily sources in compliance with all federal, state and local laws and regulations.

(d) Commercial, institutional and manufacturing sources. Normal accumulations of garbage from commercial or manufacturing parcels shall be collected once each week. Normal accumulations of collectable recyclables shall be collected from a commercial or manufacturing source once each two weeks. The maximum number of polycarts the city shall collect in a collection cycle shall be:

(1) Garbage collection only cycle: two garbage polycarts at a maximum of 200 pounds each.

(2) Garbage and recyclable collection cycle: three polycarts, at least one of which shall be collectable recyclables in a recyclable designated polycart, at a maximum of 200 pounds per polycart.

(e) Commercial sources in certain locations. Normal accumulations of garbage and collectable recyclables from commercial and manufacturing parcels located in Mission Square, Perrot Square, Marquette Square, the block bounded by Fourth, Fifth, Main and Reid, and the block bounded by Broadway, Front, George and James Streets, up to a maximum limit of five polycarts of solid waste at a maximum of 200 pounds each per parcel shall be collected once each week.

(f) Other sources. ~~Normal accumulations of garbage from municipal buildings and municipal public spaces shall be collected once per week by the city. Collectable recyclables from the sources stated in this subsection shall be collected once every two weeks.~~

(1) City sources. Normal accumulations of garbage from municipal buildings and municipal public spaces shall be collected once per week by the city. Collectable recyclables from city sources shall be collected once every two weeks.

(2) City created public bodies. Garbage and collectible recyclables from residential sources owned by a public body corporate and politic created by authorization of the city, including but not limited to the De Pere Redevelopment Authority and the De Pere Housing Authority, shall be collected as set forth under subsection (b). Collection shall be made from these sources although the number of residential sources on one parcel may exceed the limits established under section 82-1.

(g) Construction debris. Construction debris shall not be picked up by the city. It shall be the responsibility of the owner and/or contractor to properly dispose of construction debris as provided by law.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 21, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #21-98 Relocation Order for Transportation Purposes (Public Alleyway between South 5th Street and 4th Street).**

At its regular meeting on Monday, August 9, 2021, the Board of Public Works reviewed this matter and voted unanimously to approve and move this item forward to the Common Council for its approval.

ATTACHMENTS:

- Reso21-98 (PDF)
- Mayor-CC Parking Facility Easement Eminent Domain Relo Order 9-21-21 (PDF)
- Final TPP 9-20-21_signed (PDF)

RESOLUTION #21-98

RELOCATION ORDER FOR TRANSPORTATION PURPOSES
(Public Alleyway between South 5th Street and 4th Street)

WHEREAS, the City of De Pere has determined a need to properly lay out, widen, enlarge, reconstruct and improve the public alleyway between S. Fifth Street and Fourth Street in the City of De Pere; and

WHEREAS, the City has engineered the alleyway design for construction and reconstruction of public travel and public parking needs in and along said alleyway and, in doing so, determined the need to acquire additional right-of-way from an additional four (4) parcels; and

WHEREAS, the parcels from which additional right-of-way interests are required and the owners thereof are:

1. Parcel WD-288 (Bank One, Wisconsin, Successor to Bank One, Green Bay f/k/a/Bank of West De Pere, a Wisconsin banking institution);
2. WD-890-1 (Bank One, Wisconsin, Successor to Bank One, Green Bay f/k/a/Bank of West De Pere, a Wisconsin banking institution);
3. WD-887 (Kalin McGuire); and
4. WD-889 (James J. Kropp).

WHEREAS, the Transportation Project Plat, attached and incorporated as Exhibit A, shows the new location of right-of-way and the land and interests required in order to complete the required public alleyway transportation facilities.

NOW THEREFORE BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DE PERE THAT:

1. This Resolution is a Relocation Order, in accordance with Wis. Stats.§32.05(1)(a), relating to the acquisition of right-of-way for public transportation purposes;

2. It is necessary, in the furtherance of the above-stated transportation purposes, for the City of De Pere to acquire permanent right-of-way easements to or in the real estate listed on the Transportation Project Plat (Exhibit A);

3. The City of De Pere will acquire, by condemnation, in accordance with Chapter 32, Wisconsin Statutes, if necessary, such interest in the above-described real estate from the record owners as identified on Exhibit A and from any and all other persons or entities who may have an interest in said real estate.

4. All City officials, employees and agents are further authorized and directed to take such steps as are lawful and necessary in furtherance thereof, including but not limited to recording this Relocation Order and accompanying Transportation Plat with the Brown County Register of Deeds in accordance with Wis. Stats. §84.095(2)(a).

5. This Relocation Order is passed and adopted by the City of De Pere this 21st day of September, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____
Nays:_____
Board/Committee Approval: 08/09/21

MEMORANDUM

TO: Mayor James G. Boyd, Chair
Common Council Members
Lawrence Delo, City Administrator

FROM: Judith Schmidt-Lehman, City Attorney

DATE: September 21, 2021 (meeting date)

RE: Resolution 21-98 Relocation Order for Transportation Purposes

As you will recall, the Council approved moving forward with having a Transportation Plat prepared and a Relocation Order presented to the Council to move ahead with acquiring the necessary public alley right of way easements to improve and provide for public parking in the public alley between South 5th and 4th Streets. City staff has worked with the property owners to the north of the public alley to designing the parking facility to accommodate their needs. Four property owners have voluntarily signed easement agreements for the necessary alley parking facility improvement work. An additional three (3) property owners (four (4) parcels) have not, necessitating moving forward with the Relocation Order and Transportation Plat as earlier approved by the Council. Letters to those property owners have been sent inviting them to the September 21, 2021 Council meeting where this topic will be discussed.

The Relocation Order is included in the Council packet. Due to last minute changes with the Transportation Plat (one property owner returned the signed easement agreement on September 16, 2021), we will forward that document and update the MinuteTraq agenda once that is received ahead of the Council meeting.

After we receive the updated Transportation Plat, the Law Department will also be able to send out the Request for Proposals for the appraisal work needed to start the acquisition process for these easements. We expect the proposals to be returned by October 1, 2021.

If you have any questions ahead of that meeting, please feel free to call me at 339-4042 or email at: jschmidt-lehman@deperewi.gov.

JSL

TRANSPORTATION PROJECT PLAT NO: 05-216-22-04.1

PART OF LOTS 17-20, CARABIN'S ADDITION TO WEST DE PERE AND PART OF LOTS 2-4, UNDERWOOD'S ADDITION TO THE CITY OF DE PERE, ALL LOCATED IN PRIVATE CLAIM 29, WEST SIDE OF FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

RELOCATION ORDER ALLEY RECONSTRUCTION BETWEEN S. FIFTH ST. & FOURTH ST. , CITY OF DE PERE, BROWN COUNTY, WISCONSIN

To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the alley designated above, the City of De Pere deems it necessary to relocate or change said alley and acquire certain lands and interests or rights in lands for the above-named project.

To effect this change, pursuant to authority granted under Subsections 62.22, Wisconsin Statutes, the City of De Pere hereby orders that:

1. **That portion of said alley as shown on this plat is laid out and established to the lines and widths as so shown for the above-named project.**
2. **The lands or interests or rights in lands as shown on this plat are required by the City for the above project and shall be acquired in the name of the City of De Pere, pursuant to the provisions of Subsection 62.22 (1) (a) or (b), Wisconsin Statutes.**

Alignment Coordinate Table

Point #	Northing	Easting
100	542689.95	84467.47
101	542656.72	84723.70
102	542609.83	85085.24
103	542593.87	85208.28

Easement Area Coordinate Table

Point #	Northing	Easting	Point #	Northing	Easting
200	542663.66	84724.63	205	542665.70	85066.50
201	542709.25	84730.77	206	542659.42	85091.73
202	542670.89	85026.49	207	542616.77	85086.15
203	542625.29	85020.49	208	542622.43	85042.52
204	542668.04	85048.49			

Existing Monumentation Table

Point #	Northing	Easting	Description	Point #	Northing	Easting	Description
500	542692.18	84505.54	Cut Cross	508	542836.02	84524.34	1" Iron Pipe
501	542663.74	84724.64	Cut Cross	509	542693.59	85926.13	Cut Cross
502	542636.77	84823.46	Mag Nail	510	543001.62	83544.98	Mag Nail
503	542591.39	85172.63	Mag Nail	511	542428.14	84757.88	1" Iron Pipe
504	542438.37	85223.47	Cut Cross	512	542397.35	84995.29	1" Iron Pipe
505	542596.31	85243.89	Cut Cross	513	542474.64	84401.59	1" Iron Pipe
506	542740.54	85261.56	Cut Cross	514	542915.24	84535.35	1" Iron Pipe
507	542741.42	85262.71	Cut Cross				

N

W E

S

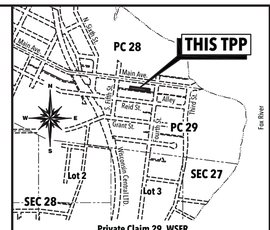
SCALE: 1" = 40'

0' 20' 40' 80'

Bearings are referenced to the north line of Private Claim 29, West Side of Fox (WSFR) which bears S82°37'45"E

LEGEND

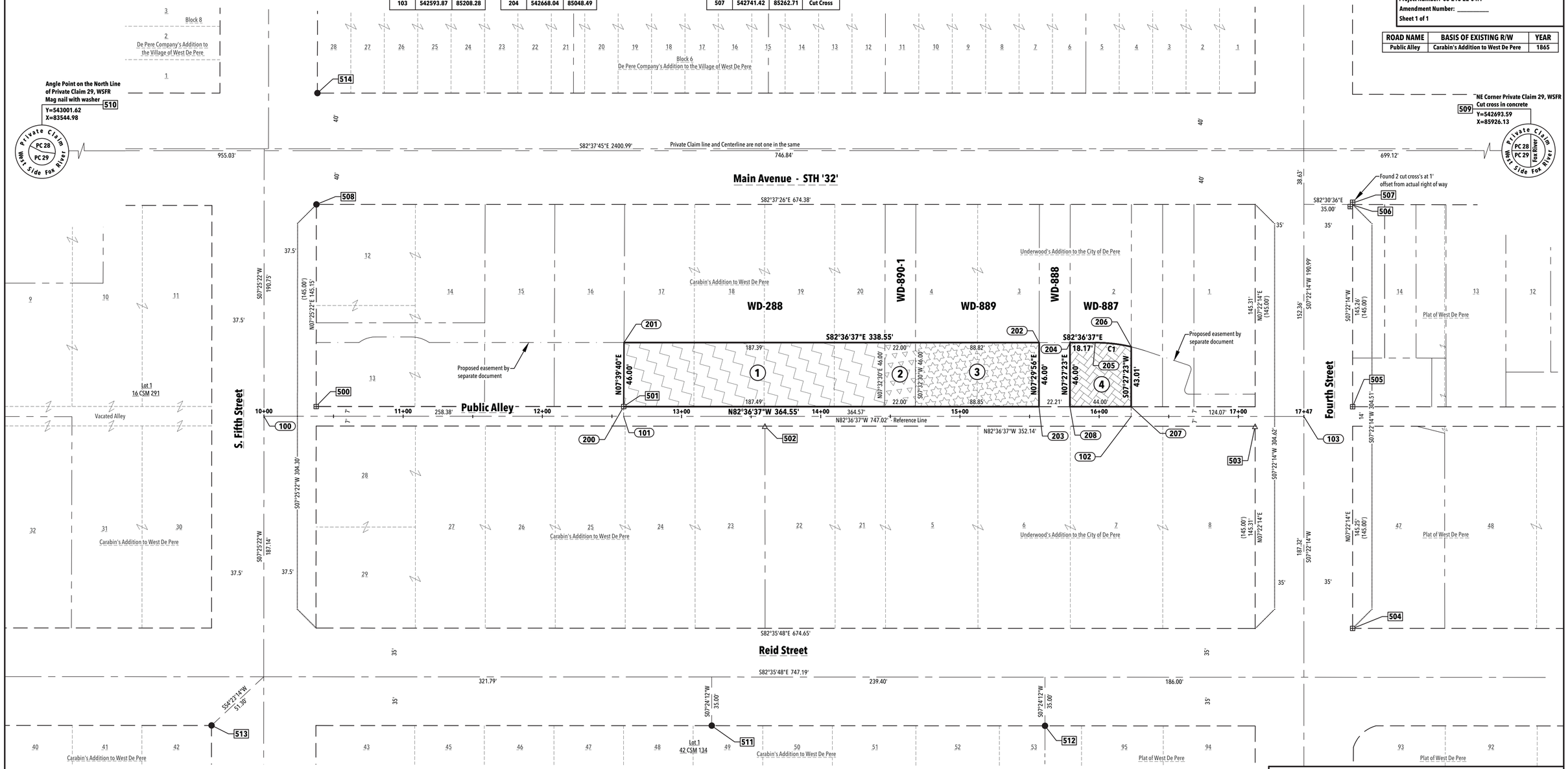
- ● Found 1" Iron Pipe
- ⊞ Found Cut Cross in Concrete
- △ Found Mag Nail
- (xx.xx') Record Bearing or Distance



LOCATION SKETCH

Reserved for Register of Deeds
Project Number: 05-216-22-04.1
Amendment Number: _____
Sheet 1 of 1

ROAD NAME	BASIS OF EXISTING R/W	YEAR
Public Alley	Carabin's Addition to West De Pere	1865



Parcel	Tax Parcel Number	Owner	Easement Required (SF) Total
1	WD-288	Bank One, Wisconsin, Successor to Bank One, Green Bay f/k/a Bank of West DePere, a Wisconsin banking institution	8,622
2	WD-890-1	Bank One, Wisconsin, Successor to Bank One, Green Bay f/k/a Bank of West DePere, a Wisconsin banking institution	1,020
3	WD-889	James J. Kropp	4,079
4	WD-887	Kalin McGuire	1,998

Owner names are shown for reference purposes only and are subject to change prior to the transfer of land interests to the City of De Pere

NOTES

Positions shown on this plat are Wisconsin Coordinate Reference System Coordinates (WISCRS), Brown County, NAD 83 (1991) in US Survey Feet. Values shown are grid coordinates, grid bearings, and grid distances. Grid distances may be used as ground distances.

Right-of-way boundaries are defined with courses of the perimeter of the alley lands referenced to the U.S. Public Land Survey System or other "Surveys" of Public Record.

Dimensioning for the new easement areas are measured along and perpendicular to new reference lines.

Property lines shown on this plat are drawn from data derived from maps and documents of public record and/or existing occupational lines. This plat may not be a true representation of existing property lines, excluding right-of-way, and should not be used as a substitute for an accurate field survey.

Curve Table

Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C1	13°12'43"	113.00'	26.06'	N76°00'15.5"W	26.00'	N69°23'54"W	N82°36'37"W

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD PHONE:(920) 662-9641
HOBART, WI 54155 FAX:(920) 662-9141
INTERNET: www.releeinc.com R:\04000\4040\4040458\Alley TPP\dwg\Alley_TPP.dwg

CITY OF DE PERE CERTIFICATE

Resolved that the relocation order and Transportation Project Plat for "Alley Reconstruction" located in the City of De Pere, Brown County, Wisconsin is hereby authorized and approved this _____ day of _____, 2021, by the City of De Pere Common Council.

Lawrence Delo
City Adminstrator

Eric Rakers
City Engineer

SURVEYOR'S CERTIFICATE

I, Troy E. Hewitt, Professional Land Surveyor, hereby certify that in full compliance with the provisions of Section 84.095 of the Wisconsin Statutes and under the direction of the City of De Pere, I have surveyed and mapped this Transportation Project Plat and such plat correctly represents all exterior boundaries of the surveyed land.

Signature: _____ **Date:** 9/20/21

Print Name: Troy E. Hewitt

Registration Number: S-2831

WISCONSIN TROY E. HEWITT S-2831 GREEN BAY WI LAND SURVEYOR

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 21, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Marty Kosobucki**
SUBJECT:	**Resolution #21-99 Approving and Adopting Revisions to Banner Policy for Commemorative, Civic, Education and Economic Development.**

The Board of Public Works at the September 13, 2021 Meeting approved the proposed changes to policy on placement of banners on City-owned poles and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso21-99 (PDF)
- Banners on Poles Policy revised 07-21-165-003-08-changes accepted (PDF)
- Amended Application for Banner Placement -07-21-165-003-08 (PDF)
- Memo.Banner Policy changes (PDF)
- Banners on Poles Policy revised 07-21-165-003-08 (PDF)
- Amended Application for Banner Placement -07-21-165-003-08 (PDF)

RESOLUTION #21-99

APPROVING AND ADOPTING REVISIONS TO BANNER POLICY FOR COMMEMORATIVE, CIVIC, EDUCATION AND ECONOMIC DEVELOPMENT

WHEREAS, the City's Banner Policy was adopted by the Common Council in 2010 to provide various, civic, non-profit economic promotional entities and institutions of higher learning a limited public forum for the purpose of placing banners to promote civic, non-profit economic development and collegiate events pursuant to Resolution #10-135; and

WHEREAS, recent discussions and evaluation of the policy by city staff resulted in proposed adjustments to the Policy to require eligible banners to be of a consistent, uniform size for ease of installation and display on City poles, as well as to provide an opportunity for an increased length of time for display when no other applications are pending; and

WHEREAS, this matter has been reviewed by the Board of Public Works which recommends approval thereof.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

> The City of De Pere Banner Policy for Commemorative, Civic, Educational and Economic Development (07/21), as set forth in the attached Exhibit A, is hereby approved and adopted and shall supersede the Policy adopted by Resolution #10-135.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of September, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 09/13/2021

CITY OF DE PERE
BANNER POLICY
FOR COMMEMORATIVE, CIVIC, EDUCATIONAL AND ECONOMIC DEVELOPMENT

(07/21)

I. PURPOSE

The City hereby establishes limited public forums for the sole purpose of publicizing commemorative, civic, educational and economic development issues as expressed herein. The City expressly declines to designate any of the locations identified in these policy 'traditional' public forums. The City finds that, in order to protect the public interest in maintaining the aesthetics of the City's historic character and in the interest of promoting the City and its economic vitality, it is in the public interests to establish this policy.

II. BANNER OVER THIRD STREET AT REID STREET

A. Application

1. All requests for permission to have a banner installed over Reid Street at Third Street shall be made to the Director of Parks, Recreation and Forestry (the Director) on the City application form.
2. The Director shall review such application. If any application fails to meet any of the requirements of this policy, the Director shall not approve the application.
3. A $100 application fee shall accompany the application.

B. Requirements

1. Banner placement approval will be restricted to one or more of the following purposes:

(a) Promotion of a De Pere Civic or Community event. “Civic or Community Event” shall mean an event sponsored by or organized by an association, society or group which includes one or more city non-profit organizations;
(b) Identifying, marketing or promoting the campus, activities and/or buildings of St. Norbert College;
(c) Promotional or marketing efforts of non-profit economic development entities which the City participates in, promotes or sponsors; and
(d) Public service announcements by City, its boards, commissions or other political subdivision of which the City is a member.

2. Applications shall be made no more than six (6) months in advance and are accepted on a first come-first served basis. Banners shall be displayed a maximum of three (3) weeks.

3. The two (2) calendar weeks before and the weekend of Memorial Day shall be reserved for the City co-sponsored Celebrate De Pere Festival.

4. Banners shall not bear the name or likeness of any alcohol beverage, tobacco product or contain images or sayings which, in the opinion of the Director, are offensive.

5. The design or aesthetics of the banner shall not conflict with the historic character of De Pere’s Historic Downtown as determined in the reasonable discretion of the Director.

6. All banners shall be unlighted, shall be 44” x 30’ in size and shall be constructed of a material that is weather and wind resistant, with appropriate securing materials and wind slits. Grommets shall be installed approximately every 30” on the banner.

7. All banners shall comply with all applicable traffic regulations.

8. The applicant shall sign the attached application which contains liability insurance and hold harmless requirements under which the applicant is

required to hold the City harmless for all claims associated with the permission granted.

III. BANNERS UPON EXISTING POLES IN RIGHT OF WAY

A. Application

1. All requests for permission to have banners installed on City controlled (leased or owned) poles (i.e. light poles) shall be made to the Director of Parks, Recreation and Forestry (the Director). The applicant shall comply with any permission requirements imposed by the owner of the pole.
2. If the application seeks to have banners placed on poles without mountings, the applicant shall provide approved mountings to City to install by City which shall, when mounted, become property of the City.
3. The Director shall review such application. If any application fails to meet any of the requirements of this policy, the Director shall not approve the application.
4. A $100 application fee shall accompany the application.

B. Requirements

1. Approval of banners will be restricted to the following:

    (a) Commemorating anniversaries of buildings, civic organizations or civic events existing within the corporate limits of the City. For the purposes of this policy, a civic organization is defined as an association, society or group which includes one or more city non-profit organizations; a civic event is defined as an event or gathering sponsored by or organized by a civic organization;
    (b) Identifying, marketing or promoting the campus, activities and/or buildings of St. Norbert College;
    (c) Promotional or marketing efforts of non-profit economic development entities which the City participates in, promotes or sponsors; and
    (d) Public service announcements by City, its boards, commissions or other political subdivision of which the City is a member.

2. Applications shall be made no more than six (6) months in advance of the event being promoted and are accepted on a first come-first served basis.
3. Banners on poles located on the Claude Allouez Bridge shall be displayed a maximum of three (3) weeks.
4. Banners on poles in places other than the Claude Allouez Bridge may be displayed for an initial period of six (6) months. Provided no other application is pending for banner placement on poles currently displaying banners, the Director may automatically renew the original permit for not more than three (3) consecutive six (6) month periods.
5. Banners shall not bear the name or likeness of any alcohol beverage, tobacco product or contain images or sayings which, in the opinion of the Director, are offensive.
6. The design or aesthetics of the banner shall not conflict with the historic character of De Pere's Historic Downtown as determined in the reasonable discretion of the Director.
7. All banners shall be constructed of a material that is weather and wind resistant and be constructed to specifications of banner supports and shall not exceed 30" x 80" in size.
8. The applicant shall sign the attached application which contains liability insurance and hold harmless requirements under which the applicant is requested to hold the City harmless for all claims associated with the permission granted.

IX. PLACEMENT/REMOVAL OF ALL BANNERS

A. All banners shall be erected and removed only by City of De Pere employees. City employees will remove banners that become damaged, weather worn or otherwise in a state of disrepair and notify the applicant.

B. The applicant shall reimburse the City for all costs associated with placement and removal of the banner, including removal of damaged banners.

C. Costs shall be on a time and material basis with a minimum charge of $100 for placing the banners and for each occasion in which City employees are required to remove or replace one or more banners.

D. Failure to reimburse city for all costs associated with placement and removal of banners will result in city declining to consider future requests by the applicant or the civic organization represented by applicant, in additional to all other remedies available to collect the amounts owing.

E. The City may refuse to mount any banner, if in the opinion of the Director, weather, equipment, banner style or other circumstances prevent the safe and timely installation of the banner.

Application for Banner Placement

Name:_____

Name and Mailing Address of Group or Entity:_____

Email Address and Phone No.:_____

Purpose of Commemoration:_____

Location of Banner:_____ Dates Requested:_____
(Limit = 3 wks for 3rd @ Reid & Bridge; 6 mos for others)

By signing this Application Request form, Applicant hereby certifies and agrees that:

1. He/she has the authority of _____ to sign this application on behalf of _____ and to bind _____ to the obligations contained herein.
   (name of group) (name of group) (name of group)

2. Applicant agrees to reimburse city for all costs associated with the placement and removal of the banners by city. Applicant understands that city personnel will remove all damaged banners and, upon request of applicant, replace the same with a new banner supplied by applicant. Applicant has further deposited the sum of $100 with the Director of Parks, Recreation and Forestry at the time of application, which sum represents the minimum amount applicant is required to pay as such reimbursement. In the event the actual costs exceed $100, applicant shall be billed for the difference and applicant shall make payment therefore within fifteen (15) days of invoice. No subsequent permission for banner placement will be considered by city if city costs are not fully reimbursed by applicant.

3. Applicant agrees to and hereunder shall save and hold the City of De Pere and its officials, officers and employees harmless from any and all injury that may occur to any party as the result of activities described herein. This provision is intended to indemnify and hold harmless the City of De Pere to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement.

4. Applicant understands that use of the banner supports for its banners confers with it no property rights or interests and that, because the property is public property, the use of the banner supports may be revoked at any time such equipment is needed for a public purpose.

Date:_____ Approved:

_____ _____
Print Name Marty Kosobucki
Director of Parks, Forestry & Recreation

_____
Name of Organization/Entity

CITY OF DE PERE
MEMO

To: Board of Public Works
From: Marty J. Kosobucki
Date: September 8, 2021

RE: Proposed changes to Banner Policy

After discussing Banner related concerns with staff at St. Norbert College, we are proposing couple of minor changes. First, we are proposing cleaning up language in the Banner Policy that requires banners to be 44”x30”. This is the size of banners our frames will fit. Banners of different size will significant work load in adjusting brackets or require a complete new set of brackets. Second, we are recommending language that allows street banners to stay up for two years providing City Staff approval and there are no other applications in the system.

Thank you for your time and consideration.

CITY OF DE PERE
BANNER POLICY
FOR COMMEMORATIVE, CIVIC, EDUCATIONAL
AND ECONOMIC DEVELOPMENT
(~~12/10~~07/21)

I. PURPOSE

The City hereby establishes limited public forums for the sole purpose of publicizing commemorative, civic, educational and economic development issues as expressed herein~~.~~ . The City expressly declines to designate any of the locations identified in ~~this policy 'traditional' public forums~~these policy 'traditional' public forums~~.~~ . The City finds that, in order to protect the public interest in maintaining the aesthetics of the City's historic character and in the interest of promoting the City and its economic vitality, it is in the public interests to establish this policy.

II. BANNER OVER THIRD STREET AT REID STREET

A. Application

1. All requests for permission to have a banner installed over Reid Street at Third Street shall be made to the Director of Parks, Recreation and Forestry (the Director) on the City application form.
2. The Director shall review such application~~.~~ . If any application fails to meet any of the requirements of this policy, the Director shall not approve the application.
3. A $100 application fee shall accompany the application.

B. Requirements

1. Banner placement approval will be restricted to one or more of the following purposes:

(a) Promotion of a De Pere Civic or Community event~~.~~ . "Civic or Community Event" shall mean an event sponsored by or organized by an association, society or group which includes one or more city non-profit organizations;
(b) Identifying, marketing or promoting the campus, activities and/or buildings of St. Norbert College;
(c) Promotional or marketing efforts of non-profit economic development entities which the City participates in, promotes or sponsors; and
(d) Public service announcements by City, its boards, commissions or other political subdivision of which the City is a member.

2. Applications shall be made no more than six (6) months in advance and are accepted on a first come-first served basis. Banners shall be displayed a maximum of three (3) weeks.
3. The two (2) calendar weeks before and the weekend of Memorial Day shall be reserved for the City co-sponsored Celebrate De Pere Festival.
4. Banners shall not bear the name or likeness of any alcohol beverage, tobacco product or contain images or sayings which, in the opinion of the Director, are offensive.
5. The design or aesthetics of the banner shall not conflict with the historic character of De Pere's Historic Downtown as determined in the reasonable discretion of the Director.
6. All banners shall be unlighted, shall be ~~not exceed~~ 44" x 30' in size and shall be constructed of a material that is weather and wind resistant, with appropriate securing materials and wind slits~~.~~ . Grommets shall be installed approximately every 30" on the banner.
7. All banners shall comply with all applicable traffic regulations.
8. The applicant shall sign the attached application which contains liability insurance and hold harmless requirements under which the applicant is

required to hold the City harmless for all claims associated with the permission granted.

III. BANNERS UPON EXISTING POLES IN RIGHT OF WAY

A. Application

1. All requests for permission to have banners installed on City controlled (leased or owned) poles (i.e. light poles) shall be made to the Director of Parks, Recreation and Forestry (the Director). The applicant shall comply with any permission requirements imposed by the owner of the pole.
2. If the application seeks to have banners placed on poles without mountings, the applicant shall provide approved mountings to City to install by City which shall, when mounted, become property of the City.
3. The Director shall review such application. If any application fails to meet any of the requirements of this policy, the Director shall not approve the application.
4. A $100 application fee shall accompany the application.

B. Requirements

1. Approval of banners will be restricted to the following:

   (a) Commemorating anniversaries of buildings, civic organizations or civic events existing within the corporate limits of the City. For the purposes of this policy, a civic organization is defined as an association, society or group which includes one or more city non-profit organizations; a civic event is defined as an event or gathering sponsored by or organized by a civic organization;
   (b) Identifying, marketing or promoting the campus, activities and/or buildings of St. Norbert College;
   (c) Promotional or marketing efforts of non-profit economic development entities which the City participates in, promotes or sponsors; and
   (d) Public service announcements by City, its boards, commissions or other political subdivision of which the City is a member.

2. Applications shall be made no more than six (6) months in advance of the event being promoted and are accepted on a first come-first served basis.
3. Banners on poles located on the Claude Allouez Bridge shall be displayed a maximum of three (3) weeks.

~~4.~~ 4. Banners on poles in places other than the Claude Allouez Bride may be displayed for an initial period of ~~up to~~ six (6) months. Provided no other application is pending for banner placement on poles currently displaying banners, the Director may automatically renew the original permit for not more than three (3) consecutive six (6) month periods.~~; provided however that the City may, upon subsequent application for banner placement, remove such banners after they have been in place for not less than three (3) months.~~

~~5.~~ 5. Banners shall not bear the name or likeness of any alcohol beverage, tobacco product or contain images or sayings which, in the opinion of the Director, are offensive.

Formatted: Indent: Left: 0.5", No bullets or numbering, Tab stops: Not at 1"

~~6.~~ 6. The design or aesthetics of the banner shall not conflict with the historic character of De Pere's Historic Downtown as determined in the reasonable discretion of the Director.

~~7.~~ 7. All banners shall be constructed of a material that is weather and wind resistant and be constructed to specifications of banner supports and shall not exceed 30" x 80" in size.

~~8.~~ 8. The applicant shall sign the attached application which contains liability insurance and hold harmless requirements under which the

applicant is requested to hold the City harmless for all claims associated with the permission granted.

IX. PLACEMENT/REMOVAL OF ALL BANNERS

A. All banners shall be erected and removed only by City of De Pere employees~~.~~. City employees will remove banners that become damaged, weather worn or otherwise in a state of disrepair and notify the applicant.

B. The applicant shall reimburse the City for all costs associated with placement and removal of the banner, including removal of damaged banners.

C. Costs shall be on a time and material basis with a minimum charge of $100 for placing the banners and for each occasion in which City employees are required to remove or replace one or more banners.

D. Failure to reimburse city for all costs associated with placement and removal of banners will result in city declining to consider future requests by the applicant or the civic organization represented by applicant, in additional to all other remedies available to collect the amounts owing.

E. The City may refuse to mount any banner, if in the opinion of the Director, weather, equipment, banner style or other circumstances prevent the safe and timely installation of the banner.

Application for Banner Placement

Name:_____

Name and Mailing Address of Group or Entity:_____

Email Address and Phone No.:_____

Purpose of Commemoration:_____

Location of Banner:_____ Dates Requested:_____
(Limit = 3 wks for 3rd @ Reid & Bridge; 6 mos for others)

By signing this Application Request form, Applicant hereby certifies and agrees that:

1. He/she has the authority of _____ to sign this application on behalf of _____ and to bind _____ to the obligations contained herein.
   (name of group) (name of group) (name of group)

2. Applicant agrees to reimburse city for all costs associated with the placement and removal of the banners by city. Applicant understands that city personnel will remove all damaged banners and, upon request of applicant, replace the same with a new banner supplied by applicant. Applicant has further deposited the sum of $100 with the Director of Parks, Recreation and Forestry at the time of application, which sum represents the minimum amount applicant is required to pay as such reimbursement. In the event the actual costs exceed $100, applicant shall be billed for the difference and applicant shall make payment therefore within fifteen (15) days of invoice. No subsequent permission for banner placement will be considered by city if city costs are not fully reimbursed by applicant.

3. Applicant agrees to and hereunder shall save and hold the City of De Pere and its officials, officers and employees harmless from any and all injury that may occur to any party as the result of activities described herein. -This provision is intended to indemnify and hold harmless the City of De Pere to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement.

4. Applicant understands that use of the banner supports for its banners confers with it no property rights or interests and that, because the property is public property, the use of the banner supports may be revoked at any time such equipment is needed for a public purpose.

Date:_____ Approved:

_____ _____
Print Name Marty Kosobucki
Director of Parks, Forestry & Recreation

_____
Name of Organization/Entity

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 21, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #21-100 Rescinding Resolution #20-127 Authorizing Municipal Project Agreement with Brown County (Traffic Signal Construction at Grant and Allard Streets).**

The Board of Public Works at the September 13, 2021 Meeting approved the elimination of Grant and Allard Street Signal Improvements and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso21-100 (PDF)
- 2021 0913 CI_BOPW_Grant and Allard Signal Update (DOCX)
- OVERALL EXHIBIT (PDF)
- West De Pere High School TIA TADI pages (PDF)
- Westwood Traffic Memo_Grant St (PDF)

RESOLUTION #21-100

RESCINDING RESOLUTION #20-127 AUTHORIZING MUNICIPAL
PROJECT AGREEMENT WITH BROWN COUNTY
(Traffic Signal Construction at Grant and Allard Streets)

WHEREAS, Resolution #20-127 authorized a Municipal Project Agreement with Brown County for the construction of traffic signals at the intersection of Grant and Allard Streets to accommodate additional traffic resulting from the expansion of West De Pere High, as Brown County has jurisdiction of the roadway and right-of-way as Grant Street is Brown County Highway EE (CTH EE); and

WHEREAS, upon further analysis of traffic flow and access for north and southbound traffic on and off Grant Street (CTH EE), and following additional discussions between Brown County and City staff, Brown County is no longer requiring the installation of the traffic signals by the City at Grant and Allard Streets; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends that the City eliminate the signal improvements at Grant Street (CTH EE) and Allard Street.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> Resolution #20-127 is hereby rescinded and the signal improvement project at Grant Street (CTH EE) and Allard Street is discontinued.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of September, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 09/13/2021

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: September 13, 2021

RE: **Consider Elimination of Grant and Allard Street Signal Improvements**

Staff provided a detailed update on the Grant and Allard Street signal at the August 9th Board of Public Works meeting. The Board requested that this item be brought back to consider eliminating the signal at Grant and Allard Street. Below in italics is the detailed information provided at the meeting. Since that meeting staff has reviewed the project with the Brown County Highway Department. The Brown County Highway Department will not require the City to install the traffic signals at Grant and Allard Street. From the County's perspective the purpose for the signal is to improve traffic flow and access for north and south bound City traffic on/off of Grant Street (CTH EE). If the City does not want the signal, they will not force the installation.

Staff concurs with the County's perspective. The signals at Grant and Allard Street met warrants with the closure of Apollo Way and the subsequent delays for southbound vehicles on Allard Street turning onto Grant Street. If the Board has no concerns with this, the system will function similar as it has been with delays increasing over time as Grant Street traffic increases with the projected school growth. The advantage to installing the signal at this time is the signal would be funded by the West De Pere School District. The disadvantage for installing the signal at this time is impacts to the adjacent residents and potential traffic backups on Grant Street.

The intersection of Grant Street and Apollo Way will not be changed without the signal installation.

One of the overall problems in the Grant Street corridor is the intersection with Suburban Drive. As was discussed at the last meeting the signal at Grant and Allard Street will not significantly improve the current delays for northbound Suburban Drive traffic at Grant Street, particularly the left turns in the morning peak. The left turn from Suburban Drive to Grant Street is difficult, particularly in the morning peak hour traffic, due to the continuous flow of eastbound traffic on Grant Street. Future complaints and traffic backups on Suburban Drive in the morning will result in a recommendation from staff to restrict left turns from Suburban Drive to Grant Street for a few hours in the morning, particularly as Grant Street traffic increases.

INFORMATION FROM LAST MEETING:

Alderperson Raasch requested an update to the Grant and Allard Street signal project. The City hired a consultant, Westwood, for the design of the signals earlier this year. During the preliminary stage of review and design it was determined that there might be some challenges in meeting the summer construction schedule when school was out of session due to significant lead times in signal equipment. With this and based on discussion below, staff has postponed the project to gather additional information and review the project with Brown County in more detail.

BACKGROUND INFORMATION

The West De Pere School District completed a large expansion at the high school (665 Grant Street). As part of the site plan process, a Traffic Impact Analysis (TIA) was completed by Traffic Analysis & Design, Inc. (TADI). This TIA focused on the increase in traffic related to the West De Pere School District expansions at the high school, middle school, and elementary school. The report included several recommendations, including three specifically for Grant Street in the City with those being:

Grant Street intersection with Apollo Way

- *Reconstruct north leg of intersection to remove access from Apollo Way to Grant Street.*

Grant Street intersection with Allard Street

- *Provide a fully actuated traffic signal control.*
- *Provide a dedicated left-turn lane and a dedicated through lane on the west approach.*

Grant Street intersection with West High School Driveway

- *Consider providing a high visibility cross walk (pavement marking) and a Rectangular Rapid Flashing Beacon (RRFB) on Grant Street, immediately west of the high school driveway with advanced yield lines with "Yield Here to Pedestrian" signs on the east and west approaches.*

The crosswalk and RRFB work has been completed.

The intersection improvements at Apollo Way and Allard Street have not been made.

PRELIMINARY SIGNAL DESIGN

Earlier this year the City hired Westwood to design the traffic signals at Grant and Allard Street. As part of their review and design Westwood completed a Traffic Analysis Memo for the proposed signal at Grant and Allard Street intersection. Whereas the TADI TIA focused on the additional traffic generated from the various school expansions on streets around the high school and middle school, the Westwood memo included traffic projections from the region and focused specifically at the intersection of Grant and Allard Street.

The purpose of the Westwood Memo is to analyze how the intersection will function over the life of the signals. The review used a 2.5% annual growth rate in traffic and reviewed the Grant and Allard Street intersection movements in 2036 and 2041. A copy of the memo has been attached. Of concern to staff is the year 2041 queue length. The queue length is a measurement of the length traffic will back up in a given traffic signal cycle. For eastbound traffic on Grant Street traffic is anticipated to back up 957.5 feet. This back up occurs in the morning peak hour. To put this in perspective, Suburban Drive is approximately 800 feet from the proposed signal at Allard. Granted this queue length will only occur for a short period of time in the morning.

BROWN COUNTY DISCUSSION

Currently there are roundabouts at Grant Street and Lawrence Drive, and Grant and Ninth Street. In addition to these Brown County is proposing a new roundabout at Grant Street and Mid Valley Drive. While these roundabouts move traffic very efficiently along Grant Street, the result is very few gaps in traffic for vehicles turning onto Grant Street from intersections in the City. One of the biggest complaints City staff receives is the challenges to turn left from northbound Suburban onto westbound Grant Street

in the morning.

Staff has had several discussions with Brown County on the issues with the corridor due to the steady flow of traffic on Grant Street and impacts to the City streets. Staff has reviewed the construction of traffic circles at Grant and Suburban Drive and Grant and Allard Street. Traffic circles are a new practice that is starting to be used in Wisconsin. Traffic circles function similar to roundabouts but are smaller to fit in urban areas. Brown County will not allow traffic circles at this time as it is a new, untested traffic management technique. It should be noted that traffic circles will result in long queue lengths along Grant Street, similar to what occurs at the roundabouts now. One of the benefits to the traffic circle at Suburban Drive is that westbound traffic on Grant Street turning south onto Suburban Drive will create gaps for northbound Suburban traffic turning onto westbound Grant Street.

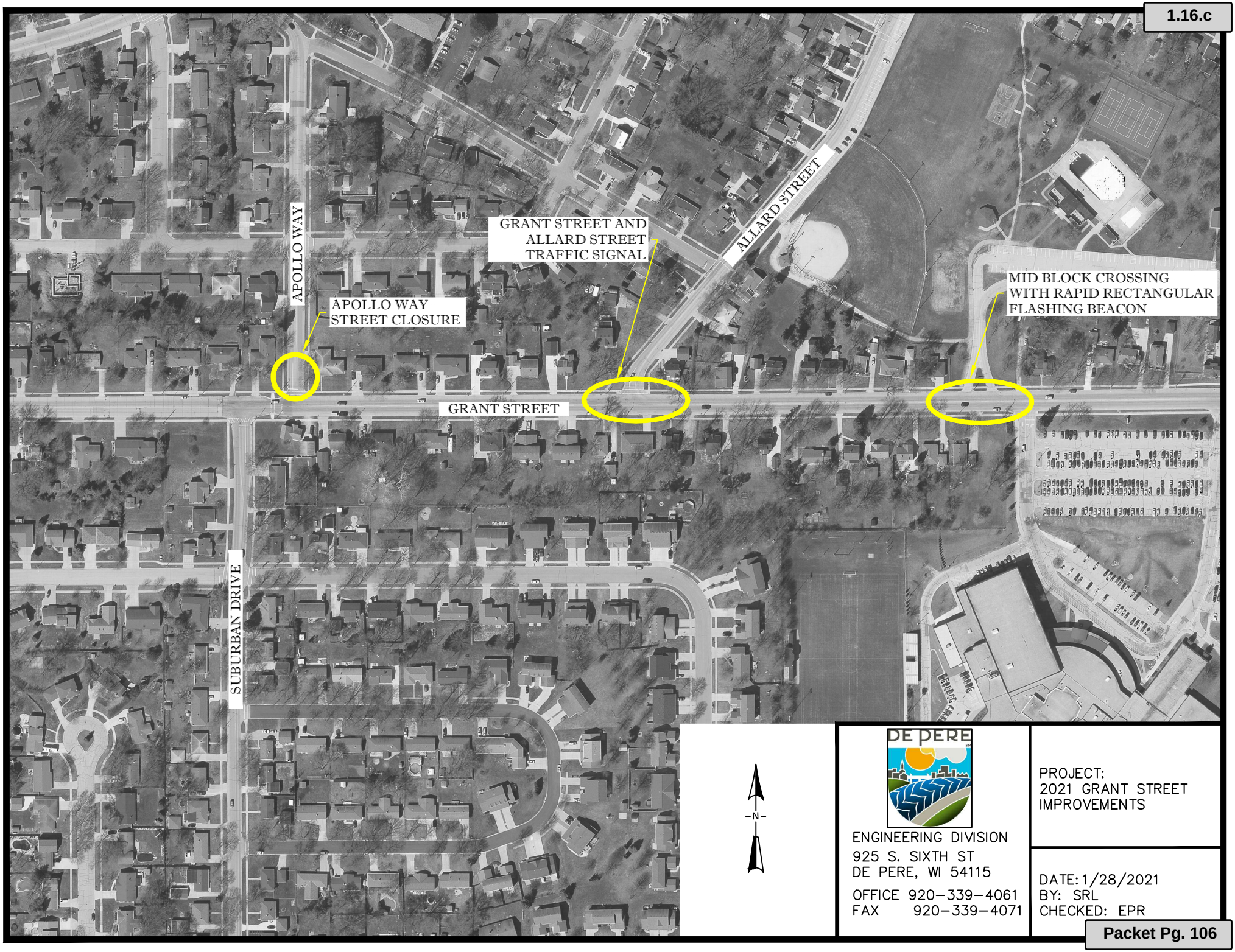
Staff met with Brown County on July 27th to discuss the Grant Street corridor and long term planning. Brown County has Grant Street scheduled for pavement milling in street resurfacing in 2026. This will extend the life of the pavement another 15 years at which point Grant Street will be reconstructed (approximately 2040). When reconstructed, the County will re-evaluate traffic along the corridor which may result in intersection modifications, additional lanes, etc. to address the long queue lengths identified in the Westwood Memo. A letter from Brown County has been attached.

Brown County agrees with the installation of the signals at Allard Street and closure of Apollo Way in the interim to address traffic in the near term per the TADI TIA. Staff is planning to make these improvements in 2022. We will be reaching out to impacted property owners during the design to evaluate driveway impacts and potentially provide turnarounds in their driveways.

Recommendation

If the Board has no concerns with the potential increased delays for access onto Grant Street from Allard Street, staff supports eliminating the signal.

Attachments:
Location Map
TADI TIA (Partial – Cover Sheet, Pages 4, 5, 6)
Westwood Memo



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

PROJECT:
2021 GRANT STREET
IMPROVEMENTS

DATE: 1/28/2021
BY: SRL
CHECKED: EPR

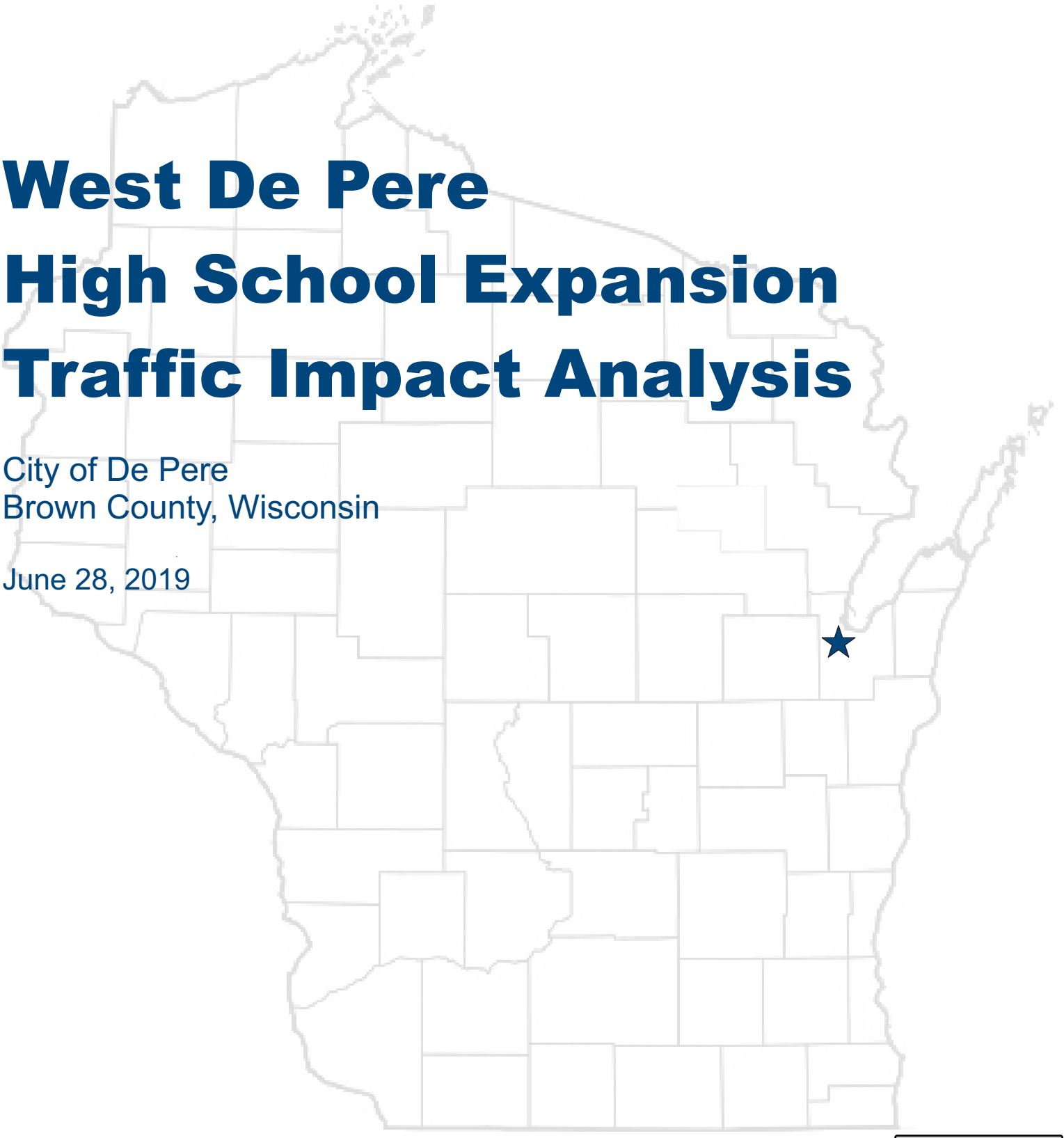
TRAFFIC ANALYSIS & DESIGN, INC.

PO Box 128
Cedarburg, WI 53012
800.605.3091
www.tadi-us.com

West De Pere High School Expansion Traffic Impact Analysis

City of De Pere
Brown County, Wisconsin

June 28, 2019



a typical weekday evening peak hour, the proposed school expansion is expected to generate 195 additional trips (45 entering/150 exiting). On a typical weekday, the proposed school expansion is expected to generate approximately 1,010 additional trips (505 entering/505 exiting) under full build conditions. The expected growth at the high school is included in the on-site development traffic volumes.

B5. Off-Site Generated Traffic

It is noted that the trip generation rates as published in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual, 10th Edition, 2017* for a high school land use were compared to the rates calculated from the existing traffic counts completed as part of this project as described in the previous section. As shown on the trip generation table included in the appendix of this report, the calculated rates are very similar to the actual rates. Therefore, the ITE rates in this school district seem to be consistent with the national averages.

Therefore, the traffic volumes expected to be generated by the proposed intermediate school are based on the trip rates for a middle school as published in the *ITE Trip Generation Manual, 10th Edition, 2017*. Trip rates were calculated based on the peak hour of generator instead of the peak hour of adjacent street traffic to account for the worst case school traffic conditions. The proposed intermediate school is expected to generate 240 new trips (130 entering/110 exiting) during a typical weekday morning peak hour. During a typical weekday afternoon peak hour, the proposed intermediate school is expected to generate 115 new trips (55 entering/60 exiting). On a typical weekday, the proposed intermediate school is expected to generate approximately 910 new trips (455 entering/455 exiting) under full build conditions. The expected growth for all non-high school traffic is included in the off-site development traffic volumes.

B6. Proposed Access

As shown in Exhibit 1-2, two existing driveways currently provide access to the high school along Grant Street. A potential additional access along Butler Street and/or a potential additional access along Helena Street are also being considered as part of the expansion plans. The potential new access along Butler Street could be either a full access (entrance and exit) or an exit only access, with the access being gated during the other time periods of the day. The potential new connection to Helena Street would be constructed along the north side of Helena Street, immediately west of the Helena Street intersection (offset intersections) with South 7th Street with stop sign control proposed on the north and south legs of the intersection. This additional access is being investigated as either a full access, partial access (bus/staff only) or an emergency access.

B7. Existing Traffic – Recommended Modifications

The study area intersections were analyzed based on the procedures set forth in the *Highway Capacity Manual* (HCM), *6th Edition*. Intersection operation is defined by "level of service". Level of Service (LOS) is a quantitative measure that refers to the overall quality of flow at an intersection ranging from very good, represented by LOS 'A', to very poor, represented by LOS 'F'. For the purpose of this study, LOS D or better was used to define acceptable peak hour operating conditions.

The existing traffic volumes do not include any school expansion plans. The analysis was conducted using existing intersection geometrics and traffic control. The following modifications, shown in Exhibit 1-3, are recommended to accommodate the existing traffic volumes. *Modifications are for jurisdictional consideration and are not legally binding. Brown County and the City of De Pere reserve the right to determine alternative solutions.*

Grant Street intersection with Apollo Way

- Reconstruct north leg of intersection to remove access from Apollo Way to Grant Street.

Grant Street intersection with Allard Street

- Provide fully actuated traffic signal control.
- Provide a dedicated left-turn lane and a dedicated through lane on the west approach.

Traffic signals are expected to be warranted at the Allard Street intersection with the Apollo Way access removed at Grant Street based on a traffic signal warrant analysis completed as part of this project. However, operational deficiencies (LOS E) are expected to remain at the Grant Street intersections with Mid Valley Drive and with Suburban Drive under existing conditions as traffic signals are not warranted at those intersections based on the traffic signal warrant study completed as part of this study. These intersections should be monitored and traffic signal or roundabout control should be considered at these intersections if traffic volumes increase in the future to a level where traffic signal volume thresholds are met.

Except as noted, all other intersections are currently operating at LOS D or better during the weekday peak periods.

B8. Full Build Traffic – Recommended Modifications

Full build traffic volumes include the full build of the proposed high school expansion site as well as the modifications at the other school district schools. The following ***additional*** modifications, above and beyond the existing traffic recommended modifications, shown in Exhibit 1-4, are recommended to accommodate the full build traffic volume conditions. *Modifications are for jurisdictional consideration and are not legally binding. Brown County and the City of De Pere reserve the right to determine alternative solutions.*

Grant Street intersection with Mid Valley Drive

- Provide single lane roundabout control with single lane approaches on all four legs of the intersection.

Helena Street intersection with South 7th Street

- Provide a new access driveway to the high school site with a single inbound and a single exit lane along the north approach of the intersection.
- Provide stop sign control on the north approach of the intersection.
- Maintain stop sign control on the south approach of the intersection.

Grant Street intersection with West High School Driveway

- Consider providing a high visibility cross walk (pavement marking) and a Rectangular Rapid Flashing Beacon (RRFB) on Grant Street, immediately west of the high school driveway with advanced yield lines with "Yield Here to Pedestrian" signs on the east and west approaches of the intersection.

Several access options were analyzed as part of this study including no additional access points to the high school, providing a new southern access to the site along Helena Street and providing a new eastern access point to the site along Butler Street. The only access option that allowed all driveways to the high school to operate acceptably during both peak periods was Access Option 2C which included providing a new access to Helena Street that would be fully accessible to all users of the high school.

Regardless of the access option evaluated, additional traffic control is recommended at the Grant Street intersection with Mid Valley Drive under the full build traffic condition. Due to the presence of existing roundabouts along the corridor and immediately adjacent to the Mid Valley intersection, roundabout control is the recommended traffic control at this intersection. However, it is noted that traffic signal control is also a viable traffic control option for this intersection and will also provide acceptable operations.

With a baseball field and park located immediately north of the high school, providing a controlled pedestrian crossing of Grant Street is recommended. It is noted that 15 to 20 students were observed crossing Grant Street as part of the data collection for this project on a typical day in mid-November. With these volumes and the expected expansion at the high school, vehicle and pedestrian volumes at this crossing are expected to exceed the levels for installation of a RRFB.

Operational deficiencies (LOS F) are expected to remain at the Grant Street intersection with Suburban Drive during the weekday morning peak hour under full build traffic volume conditions. However, traffic signals are not expected to be warranted at this intersection based on the traffic signal warrant study completed as part of this study. This intersection should be monitored and traffic signal or roundabout control should be considered at this location if traffic volumes increase in the future to a level where traffic signal volume thresholds are met. It is expected that the higher delays during the morning peak hour are due to the presence of three schools located immediately to the south of the intersection and the surge in traffic as parents drop off their children in the morning. If delays become excessive at this intersection, it is expected that drivers will utilize other routes (i.e. South 9th Street) to avoid this intersection.

Except as noted, all other intersections are expected to operate at LOS D or better during the weekday peak periods under the full build traffic volume conditions with the modifications listed in this report.

B9. Conclusion

To accommodate the full build out of the proposed high school expansion along Grant Street recommended modifications are expected to be necessary to the transportation network. Except as noted, all movements at the study area intersections are expected to operate safely and efficiently with the modifications identified in this TIA with the proposed high school expansion site as well as the expansion of the other school district schools.

Westwood

Traffic Analysis Memo

Grant Street (CTH EE) and Allard Street Intersection

Westwood Project # R3001130
Date: January 27, 2021

Project Description

This project will install a traffic signal at the intersection of Grant Street and Allard Street within the City of De Pere near the West De Pere High School. In addition, a dedicated eastbound left turn lane will be added.

Traffic Data

Historical traffic data from the WisDOT Traffic Count Map was reviewed. The growth rates from 2012-2018 for three count locations along Grant Street in vicinity of the project were compared. The average growth rate for the three locations was 2.33%.

Growth rate for the traffic count location nearest Allard Street was 2.34%. The range of growth rates from 2012 to 2015 to 2018 at that location was 1.77% to 2.91%. As a result, a growth rate of 2.5% was used to determine 2021 and 2041 traffic volumes.

Turning movement counts and future traffic was provided in the West De Pere High School Expansion Traffic Impact Analysis prepared by TADI and dated June 28, 2019. The school district prefers Access Option 2C, which included removal of the Apollo Way intersection at Grant Street and a new full access along Helena Street. The report stated that the alternative was calculated by adding the following:

- Existing Traffic Volumes (Exhibit 3-2)
- Intermediate School Expansion Trips (Exhibit 4-5B)
- High School Expansion Trips New Southern Access (Exhibit 4-5C)
- Redistributed Trips New Southern Access (Exhibit 4-5F)
- Redistributed Trips Apollo Way Removed (Exhibit 4-5J)

Exhibit 4-11E was to be the summary of these exhibits, however, it appears that additional traffic from Exhibit 4-5G and 4-5H were included in the summary, which reduced the number of trips at the intersection of Grant St and Allard St.

Westwood

Turning Movement Traffic Data

To determine turning movement counts in 2036 and 2041, the existing traffic volumes were projected at a growth rate of 2.5%, then the redistributed trips were added (Exhibits 4-5F, and J) as described in the TIA report.

This scenario accounts for the school expansion by an increase in the background traffic and accommodates the redistributed traffic from the closure of Apollo Way and the addition of a new southern access.

Truck percentages for the AM and PM peak hours from the existing traffic counts were utilized.

Traffic Capacity Parameters

PHF for the am and pm peak hours from the existing traffic counts were utilized.

Parameter	Value
PHF (AM Peak)	0.67
PHF (PM Peak)	0.83

Per TEOpS 16-15-5.2.1.4, a growth factor of 0.62 was applied to the Southbound right turn lane to adjust for RTOR.

Yellow clearance time = 3 secs per TEOpS 4-2-5 Rule of Thumb

All-Red clearance time = 2.5 sec based on a review of the following:

TEOpS 4-2-5 Table 3 for 25 mph and intersection width 84’ = 2.8 sec

TEOpS 4-2-5 Table 3 for 30 mph and intersection width 84’ = 2.4 sec

Pedestrian time was included in the signal timing since the intersection is near a school and will likely experience pedestrian usage during the peak hours.

Parameter	Grant St	Allard St
Walk Time	7 sec	7 sec
Pedestrian Clearance Time	12 sec	14 sec

Westwood

HCM Results

The following tables list the level of service for the intersection movements in 2036 and 2041.

CAPACITY/LOS ANALYSIS
HCM 6th Edition

Intersection	Traffic Control	Peak Hour	Delay (Sec) and Level of Service per Movement by Approach												
			Eastbound			Westbound			Northbound			Southbound			
			LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT	
Grant St & Allard St	Year 2036 Traffic Signal	AM	8.2 A	15.5 B	- -	- -	4.4 A		- -	- -	- -	28.5 C	- -	36.3 D	*
		PM	15.9 B	5.8 A	- -	- -	7.2 A		- -	- -	- -	20.0 C	- -	23.0 C	*
Grant St & Allard St	Year 2041 Traffic Signal	AM	10.0 A	28.4 C	- -	- -	4.9 A		- -	- -	- -	42.0 D	- -	54.1 D	**
		PM	18.1 B	5.5 A	- -	- -	7.0 A		- -	- -	- -	25.0 C	- -	30.6 C	*

Notes:
- indicates movement is not possible
* 90 SECOND CYCLE
** 120 SECOND CYCLE

A
B
C
D
E
F

Westwood

The following table shows the queue length for the intersection movements in 2036 and 2041.

QUEUE ANALYSIS
HCM 6th Edition

Intersection	Traffic Control	Peak Hour	95% Queue (veh/ln) and 95% Queue (Ft) per Movement by Approach											
			Eastbound			Westbound			Northbound			Southbound		
			LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Grant St & Allard St	Year 2036 Traffic Signal	AM	2.9	18.7	-	-	4.3		-	-	-	1.5	-	5.6
			72.5	467.5	-	-	107.5		-	-	-	37.5	-	140.0
		PM	3.3	4.3	-	-	7.2		-	-	-	1.5	-	3.7
			82.5	107.5	-	-	180.0		-	-	-	37.5	-	92.5
Grant St & Allard St	Year 2041 Traffic Signal	AM	4.4	38.3	-	-	7.4		-	-	-	2.7	-	9.2
			110.0	957.5	-	-	185.0		-	-	-	67.5	-	230.0
		PM	4.3	5.5	-	-	8.7		-	-	-	2.2	-	5.2
			107.5	137.5	-	-	217.5		-	-	-	55.0	-	130.0

Notes:
- indicates movement is not possible

0 - 200 feet
201 - 300 feet
301 - 500 feet
> 500 feet

Discussion

As shown in the above tables, the queue length for the eastbound through movement exceeds 467 feet in the AM Peak hour in 2036 and exceeds 957 feet in the AM Peak hour in 2041.

In addition, it should be noted that in order to achieve an acceptable Level of Service (LOS D or better) for all movements in the AM Peak hour in 2041, a 120 second cycle length was required.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 21, 2021**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Resolution #21-101 Accepting Brown County Crime Prevention Funding Board Grant to Police Department for Ballistic Shields.**

Ballistic shields are devices that offer users some protection from bullets. The police department has two ballistic shields currently located in the supervisor vehicles. The two shields we have can only stop handgun bullets. The department desires to have better ballistic shields that stop handgun and rifle bullets in all of the patrol vehicles for quick use if necessary. The Brown County Crime Prevention Funding Board has approved a $3,500 grant toward this goal. At the September 14, 2021 Finance and Personnel Committee meeting, the committee recommended forwarding it on to the Common Council for final approval.

Thank you and if you have any questions please contact me at your convenience.

ATTACHMENTS:

- Reso21-101 (PDF)

RESOLUTION #21-101

ACCEPTING BROWN COUNTY CRIME PREVENTION FUNDING
BOARD GRANT TO POLICE DEPARTMENT FOR BALLISTIC SHIELDS

WHEREAS, the Brown County Crime Prevention Funding Board (the "Board") offers a grant program funded by certain fees imposed upon criminal convictions which are annually distributed to groups or agencies for the use or purpose of crime prevention; and

WHEREAS, the Police Department submitted an application to the Board for $3,500.00 in funding for the purchase of higher quality ballistic shields in all of its patrol vehicles; and

WHEREAS, the Board has approved the application and awarded the Police Department a grant for the full amount requested, recognizing the need to provide this important equipment to law enforcement officers for protection and safety; and

WHEREAS, the Finance/Personnel Committee has reviewed this matter and recommends approval and acceptance of this generous grant.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council hereby accepts the grant of $3,500.00 from the Brown County Crime Prevention Funding Board and thanks them for their very generous support.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of September, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Committee Approval: 09/14/2021

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 21, 2021**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Resolution #21-102 Authorizing Agreement for Consulting Services between the City of De Pere and Community Security Solutions LLC (Law Enforcement Organizational Study and Analysis for Police Department).**

Please see my attached memo and a proposal from Community Security Services for an organization study.

At the Finance and Personnel Committee meeting on September 14, 2021, the committee recommended forwarding this proposal on to the common council for final approval.

ATTACHMENTS:

- Reso21-102 (PDF)
- Community Security Solutions LLC9-16-21 (PDF)
- Exhibit A-Community Security Solutions LLC (PDF)
- Department Staffing Study Proposal (DOCX)

RESOLUTION #21-102

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND COMMUNITY SECURITY SOLUTIONS LLC
(Law Enforcement Organizational Study and Analysis for Police Department)

WHEREAS, the City is in need of a Law Enforcement Organizational Review for analysis of command structure and future staffing needs of the Police Department; and

WHEREAS, Community Security Solutions LLC has available and offers to provide expertise and personnel necessary to accomplish the same within the required timeframe; 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 execute the Agreement for Consulting Services Between the City of De Pere and Community Security Solutions LLC, attached hereto and incorporated herein as Exhibit 1, subject to such changes as deemed necessary by City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of September, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 09/14/2021

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND COMMUNITY SECURITY SOLUTIONS LLC (Law Enforcement Organizational Study and Analysis for Police Department)

THIS AGREEMENT made and entered into this ___ day of _____, 2021, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Community Security Solutions LLC, a Wisconsin limited liability company ("Consultant").

WITNESSETH

WHEREAS, the City is in need of an experienced firm to assist with a Law Enforcement Organizational Review and study analysis, with a focus on command structure and future staffing needs for the Police Department; and

WHEREAS, the Consultant has available and offers to provide qualified personnel and facilities necessary to accomplish the work within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in Consultant's Proposal dated August 17, 2021, attached hereto as Exhibit A and incorporated by reference. If a conflict exists between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described in Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant with past studies, as well as access to a department representative-liaison to assist with interview scheduling and locations and the provision of background information and supporting documents concerning the project that may be applicable or required for the study, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

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

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph. Any release of documents provided by Consultant to City shall be the responsibility of and at the discretion of the City.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit A, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

X. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage for a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors,

partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with

normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

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

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

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to the following:

If to City:	If to Consultant:
City of DePere Attn: City Clerk 335 South Broadway Street De Pere, WI 54115	Community Security Solutions LLC Attn: Steven J. Riffel, Managing Partner 676 Sweet Briar Court; #5 Kewauskum, WI 53040

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

COMMUNITY SECURITY SOLUTIONS LLC CITY OF DE PERE, WISCONSIN

By: _____ By: _____
Steven J. Riffel, Managing Partner James G. Boyd, Mayor

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

J:\Law\Agreements\2021\Consultant\Community Security Solutions LLC9-16-21.docx

COMMUNITY SECURITY SOLUTIONS

Steven J. Riffel
Managing Partner
414.315.2111
sriffel@communitysecuritysolutions.com
communitysecuritysolutions.com

August 17, 2021

Chief Derek A. Beiderwieden
City of De Pere Police Department
335 S. Broadway
De Pere, WI 54115

Dear Chief Beiderwieden:

Please find attached Community Security Solutions, LLC's (CSS) proposal to conduct a Law Enforcement Organizational Study and Analysis for the City of De Pere Police Department with a focus on the Command Structure and Future Staffing needs.

CSS is an organization of four Partner Members with a combined 100 plus years of experience, education and expertise in the areas of law enforcement administration, fire administration and training. We provide communities, school districts and organizations with a variety of services to include a major focus on Law Enforcement Organizational Reviews and Analysis/Studies. CSS is the Official Advisory Services Provider of the Wisconsin Chiefs of Police Association for these services.

I have enclosed our Proposal as well as additional information included in the material regarding our company data, Partner resumes and CSS's website address. We are also able to provide reference contact information from municipalities CSS has assisted in the past. Please do not hesitate to contact me if you have any questions regarding our services.

Sincerely,

Steven J. Riffel
Managing Partner

COMMUNITY SECURITY SOLUTIONS

676 Sweet Briar Ct #5, Kewauskum, WI 53040
communitysecuritysolutions.com

SERVICES PROPOSAL

OVERVIEW

A. PROPOSAL FOR SERVICES

The City of De Pere, WI (City) located in Brown County is requesting a Proposal for Services from Community Security Solutions (CSS) to conduct a Law Enforcement Organizational Study and Analysis for the Police Department. CSS is the Official Advisory Business Partner and Provider of these Services for the Wisconsin Chiefs of Police Association.

B. PROPOSAL

CSS will conduct an cooperative, in-depth Study and Analysis of the De Pere Police Department with a focus on the Command Structure and Future Staffing Needs of the Organization. The Study may also include additional data based upon the request(s) of the City.

C. CSS REQUESTS / NECESSITIES

CSS requests the following upon approval and contracting for services:

Assigned / Dedicated De Pere representative to coordinate and act as a liaison between the City and CSS for interview scheduling, interview locations, and obtaining policies or needed City documents required to assist in the Study.

D. CSS PERFORMANCE OF SERVICES

CSS will examine any past studies of the De Pere Police Department

CSS will examine the current structure of the De Pere Police Department

CSS will conduct interviews with selected Department Employees, Appointed City Employees, Elected Officials, Appointees and Community Members to compile an in-depth report that will formulate professionally applicable and precise data for the City's review and consideration

CSS will include suggestive best practices for command structure and future staffing needs for the Police Department based upon the identified needs of the Department, the City and the Community

CSS will compile a written report for the City

CSS will participate in an in-person, oral presentation of the data and report for the City

E. INTERVIEWS

In-person, on-site interviews to include (but may not be limited to):

Chief of Police
Two Captains
Administrative Personnel assigned to the Office of the Chief of Police
Fifty Percent (50%) of the Sergeants
Two School Liaison Officers
Two Officers from each Patrol Shift (6-8 total)
City Administrator
Human Resources Director
Assistant City Administrator / City Attorney
Mayor
City Council President
Police & Fire Commission Chairperson
Chamber of Commerce Representative
All Others recommended by the Chief of Police

F. PROJECT INITIATION

Upon the City's request to CSS to proceed CSS will provide the following for the City's review and approval:

CSS Contract for Services (independent contractor)
W-9 Taxpayer Identification Number and Certification
CSS Professional and Liability Insurance Certification

CSS recognizes the CIty may have a specific time-line for the Project. Upon approval of the City to enter into a Services Contract and the satisfaction of the above listed CSS will develop a defined and City acceptable timeline for the completion of the Project.

G. ASSIGNED CSS PARTNER MEMBERS TO PROJECT

CSS will be represented by at least two of the primary partner members and the executive administrative assistant:

Steven C RInzel - Project Lead/Project Manager, Partner (Resume attached)
Steven J. Riffel - CSS Managing Partner (Resume attached)
Steven P. Ross - CSS Partner (Resume attached)
Denise M. Spude - Executive Administrative Assistant
(Any Retained CSS Associates if required)

H. ESTIMATED PROJECT COST

CSS contract rate is $175.00 per hour per member plus expenses. CSS will provide a detailed listing Invoice to the City upon completion of the Project.

All expenses incurred to include mileage, meals, and lodging accommodations billed at established Government Rates. Members' estimated on-site interview time period is three days.

Mileage	$ 248.00
Lodging (2 nights/2 members)	$ 500.00
Meals (2 members)	$ 372.00
Members Time(on-site, travel, report prep)	$14,550.00
Report Compilation (admin asst)	$ 1,250.00
TOTAL ESTIMATE	$16,920.00

Estimated Project Cost not to exceed $17,000.00
*If the City requires additional follow-up and/or further analysis - time and expenses will be charged at the established rates. This would only be incurred upon request and prior approval of the City.

I. REFERENCES

CSS will provide References of past and or current Municipal Clients (contracted non-confidential clients only) upon the City's request.

J. ENCLOSURES / ATTACHMENTS

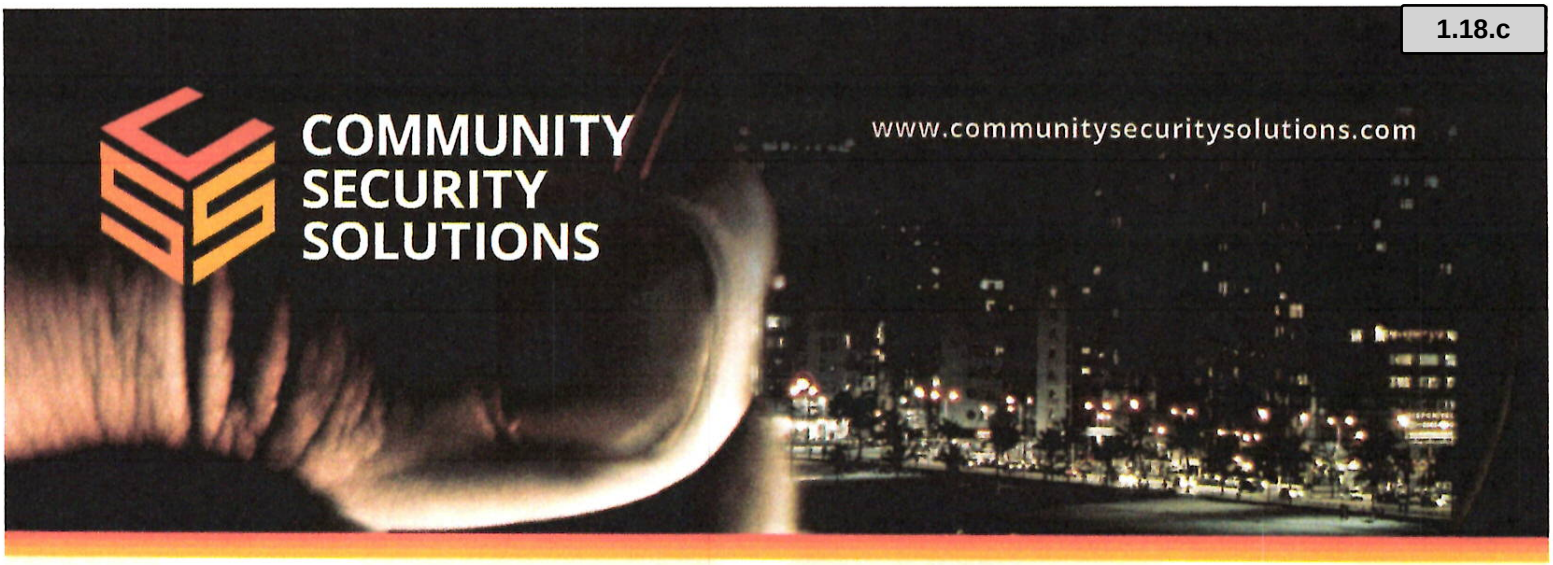
CSS Informational Sheet
CSS Partner Members' Resumes

SUBMITTED:



Steven J. Riffel, Managing Partner 08/17/2021

Approved: City of De Pere Designated Representative Date



Community Security Solutions (CSS) is an organization combining the expertise of veteran law enforcement officers, administrators and trainers in combination with a fire department director and military veterans.

CSS provides innovative, discreet and highly confidential consulting and contracting services to Individuals, Businesses and Communities.

CSS strengths and core competencies rest with the individuals involved in the company. The combination of administrators, veterans and retained associates brings legitimacy and professionalism to our clients. We take great pride in adhering to the most strict ethical and confidential standards. We customservice to our clients' needs.

SERVICES

- Corporate Fraud Examinations/Investigative Research/Organizational Internal Investigations/ Business Due Diligence Examinations
- Critical Incident Reviews
- Hostile Customer Training/Active Shooter Training/WI CCW Certification/ Individual Live Fire Weapons and Tactics
- Law Enforcement & Fire Organizational Assessments & Training
- Municipal (City, Village, Towns) Police/Fire & Public Administration Executive Recruitment/ Selection Processes to include Police & Fire Chiefs/ Command Staff & Civilian Administrators
- Personnel/Physical Asset Protection Consulting
- Private Organizational Infrastructure & Critical Asset Protection Analysis
- School/Educational Institution Residency Investigation

Official Advisory Services Provider of the Wisconsin Chiefs of Police Association (WCPA)

Wisconsin Licensed Private Investigation Agency (Fully Insured)

Steven C. Rinzel

W169 N10194 Larkspur Lane Germantown, Wisconsin 53022

414-630-3676

srinzel@communitysecuritysolutions.com

www.communitysecuritysolutions.com

PROFESSIONAL OBJECTIVE

To provide innovative, discreet and highly confidential consulting and contracting services to Individuals, Businesses, and Communities

PERSONAL PROFILE

Possesses an extremely high degree of competency in managing and supervising law enforcement functions. On a continual basis, established and maintained respect from subordinate personnel, the public, and the community. Utilized effective and mature judgment in providing assistance for developing department policies, procedures and programs. Was able to work with all members of the community to establish trust and good working relationships by utilizing good communication and problem-solving skills.

SUMMARY OF QUALIFICATIONS

Offering over 40 years of quality, specialized, practical experience in the following categories:

- Operations/Personnel Management and Supervision
- Law Enforcement Administration
- Public/Community Relations
- Project/Program, Policy Development and implementation
- Personnel Hiring
- Staff Development /Motivation and Evaluation
- Budget Preparation and Control
- Cost Effective Methods and Procedures
- Internal Investigations
- Collective Bargaining
- Grant Administration
- Problem Investigation/Analysis & Resolution
- Communications, Verbal and Written

EDUCATION/TRAINING

Southern Police Institute, Louisville, Kentucky

- Administrative Officers Course graduate 1989
- Honors: Director's Award for graduating with the highest academic average

Moraine Park Technical Institute, Fond du lac, Wisconsin

Associate Degree Police Science 1990

Pacific Western University, Los Angles, California
Bachelor of Science in Criminal Justice

PROFESSIONAL EXPERIENCE

2016 to Present	Community Security Solutions, LLC Partner Community Security Solutions is an organization combining the experience of veteran law enforcement officer, administrators and trainers who provide innovative, discreet and confidential consulting and contracting services to individuals, business and communities
1995 to 2014	Brown Deer Police Department, Brown Deer, Wisconsin Chief of Police Direct and supervise law enforcement operations and a staff of 43 Officers and administrative personnel in a community of 14,000 citizens.
1990 to 1995	Tomah Police Department, Tomah, Wisconsin Direct and supervise law enforcement operations and a staff of 26 Officers, dispatch, and administrative personnel a community of 8,000 citizens.
1972 to 1990	West Bend Police Department, West Bend, Wisconsin Initially joined the police department as a patrol officer. Through excellent performance, was promoted to positions of increased responsibility to include patrol sergeant, administrative assistance to the Chief of Police and lieutenant of police watch commander

Professional Affiliations

International Chiefs of Police – Life Member
Wisconsin Chiefs of Police – Life member
President Wisconsin Chiefs of Police 2002-2003
President Milwaukee County Law Enforcement Executives 1999
Eastern District of Wisconsin Terrorism Task Force 2002-2005
Advisor Wisconsin Homeland Security Board 2002-2004

Steven J. Riffel

Community Security Solutions, LLC

https://communitysecuritysolutions.com/
676 Sweet Briar Ct #5, Kewaskum, WI 53040
sriffel@communitysecuritysolutions.com
414-315-2111

PROFESSIONAL EXPERIENCE

2017 - Present Community Security Solutions, LLC, Kewaskum, WI
Managing Partner

- Private and Public Security Consulting
- Law Enforcement and Fire Organizational Assessments and Training
- Critical Incident Reviews
- Fraud Examinations / Background Research / Organizational Internal Investigations / Business Due Diligence Examinations - Corporate Intelligence
- Hostile Customer Training / Active Shooter Training / WI CCW / Live Fire Weapons & Tactics
- Wisconsin Licensed Private Investigation Agency (Fully Insured)

1997 - 2017 Sheboygan Falls Fire & Police Departments, WI
Director of Public Safety, 2004-2017

- Command Administration of both Police and Fire Departments
- Emergency Management Director

Chief of Police, 2003-2004

- Command of Police Department

Captain, 1997-2003

- Operations & Special Events Commander

2000 - 2001 Lakeshore Technical College, Cleveland, WI
Criminal Justice Adjunct Instructor

- Criminal Justice Associate Degree Program

1987 - 1997 West Bend Police Department, WI
Sergeant / Watch Commander, 1996-1997
Detective, 1995-1996
Narcotics Investigator assigned to Multi-Jurisdictional Drug Unit (WCSO), 1994-1995
Police Officer / Drug Detector-Patrol Dog Handler, 1988-1994
Police and Fire Dispatcher, 1987-1988

1987 - 1991 Vital Care Ambulance Services, West Bend, WI
Emergency Medical Technician, 1987-1991

1987 - 1988 Kewaskum Police Department, WI
Police Officer, PT

1987 - 1988 Dairy Queen Restaurants, West Bend, WI
Private Security Guard, PT

1983 - 1987 United States Air Force
Non Commissioned Officer - Sergeant

- Security Police Supervisor/Patrol - Explosive Detector Dog Handler
- Dignitary Protection Experience: Strategic Air Command Headquarters, Offutt AFB, Omaha, Nebraska and United States Air Forces - Europe
- Critical Resource Protection: Spangdahlem Air Base - Germany

MANAGEMENT SCHOOLING / LICENSING

- Licensed Wisconsin Real Estate Agent
- Licensed Wisconsin Private Detective
- WI Certified LE Officer
- Numerous Advanced Management, Labor Law, Technical Training to include ICS and NIMS (Details available on request.)

AWARDS / ACCOMPLISHMENTS

Published Article in The Police Chief Magazine (April 2014), "Leading Criminal Justice System Change: The Critical Role of Local Law Enforcement", by Sheriff Stan Hickey, Chief Steven Riffel, and Chief J Michael Ward.

Sheboygan Falls Police Commendation, 3 Awards, 1997-2002

Sheboygan Falls Police Appreciation, 3 Awards, 1997-2002

Sheboygan Falls Optimist Club, Respect for Law, Officer of the Year Award, 2000

West Bend Education Association, Friends of the Apple, Distinguished Alumni Award, 2000

West Bend Police/Rotary Officer of the Year, 1995

Wisconsin Law Enforcement Canine Handler Association Award, 1992

City of West Bend Common Council Resolution #89 Commendation for Heroism, 1989

LEADERSHIP POSITIONS

Wisconsin Homeland Security Council, Sitting Member (Governor Appointment), 2013-2019

Wisconsin Chiefs of Police Legislative Committee, Co-Chair (Legislative interaction with State Elected Officials, Lobbyists, Department of Justice, Co-Chair and Committee regarding laws and actions as they relate to the safety of citizens of Wisconsin.), 2014-2016

Wisconsin Police Leadership Foundation, President, 2014-2016

Wisconsin Chiefs of Police Association, President, 2012-2014

Wisconsin Chiefs of Police Association, First/Second/Third Vice President, 2009-2012

PROFESSIONAL AFFILIATIONS

Current Member

- FBI National Academy Associates
- Certified Fraud Examiners Association
- International Association of Chiefs of Police
- Wisconsin Chiefs of Police Association

Past Member

- Wisconsin Department of Justice Crime Alert Network Committee / WI Attorney General Committee
- Wisconsin Office of Justice Assistance "Homeland Security Grant Advisory Committee, WI Chief of Police Representative
- Wisconsin Fire Chief Association
- Wisconsin Narcotics Officer Association
- Wisconsin Canine Handlers Association
- Wisconsin Chiefs of Police - Police Ethics Committee
- International Association of Chiefs of Police - Pretrial National Advisory Board
- International Association of Chiefs of Police - New Police Chief Mentor

COMMUNITY ASSOCIATION

American Legion Member, Kewaskum Post #384, WI, 1993-Current

Criminal Justice Advisory Committee, Lakeshore Technical College, Cleveland, WI, 2000-2003

Business Advisory Committee - Northern Unit, Cardinal Stritch University, Milwaukee, WI, 2000-2001

EDUCATION

Federal Bureau of Investigation National Academy, Quantico, VA
211th Session, 2002

Cardinal Stritch University, Milwaukee, WI
Bachelor of Science Degree in Management, Academic Distinction, 1994

Multitude of University, College, Technical College, and Military Training
To include but not limited to Crime Prevention through Environmental Design, Defense & Arrest Tactics, Emergency Vehicle Operation, Air Base Defense, Patrol Dog, Drug Dog, Bomb Detection, and Event Security. (Complete listing available on request.), 1983-Current

Steven Patrick Ross
N6117 Woodland Meadows Drive
Sheboygan, WI 53083
920-207-0267
spross@charter.net

OBJECTIVE

EDUCATION

Federal Bureau of Investigation, United States Department of Justice National Academy
Graduate of 247th Session, 2011

Northwestern University Center for Public Safety, Evanston, Illinois
Certificate of Achievement Executive Management, Graduated 2010

Concordia University, Mequon Wisconsin
Bachelor of Arts, Criminal Justice Administration, Graduated 2006

Lakeshore Technical College, Cleveland, Wisconsin
Associate of Arts, Police Science, Graduated 1996

EMPLOYMENT

May 2021- Present ***Community Security Solutions, L.L.C***

Partner (sross@communitysecuritysolutions.com)
(communitysecuritysolutions.com)

Services Provided Corporate Fraud examinations/Investigative Research/Organizational Internal Investigations/Business Due Diligence examinations/Critical Incident Reviews/ Hostile Customer Training/Active Shooter Training/Law enforcement & Fire Organizational Assessments & Training/Personal Physical Asset Protection Consulting Private Organizational Infrastructure & Critical Asset Protection Analysis/School/Educational Institution Residency Investigations

1997 – July 2021 ***City of Sheboygan Falls Police Department, Sheboygan Falls, Wisconsin***

2016 – 2021 *Chief of Police / Director of Public Safety*
Duties include complete oversight of the Police and Fire Departments consisting of 50 employees, budgeting for capital expenditures, prepared operating budgets, worked collectively with city officials and community members, public speaking, assist with labor negotiations, mediate labor disputes, evaluate command staff, direct involvement with hiring, demotions, discipline, review and implementation of policy and procedures, monitor and approve all programs and activities of both departments, record custodian, process citizen inquiries and complaints, submit grant applications.

2005 – 2016 Deputy Chief of Police
(2003 – 2005 Captain with relatively the same responsibilities)
Duties included operations commander, shift commander, direct the department in the Chief's absence, submit grant applications, review incident narratives, supervise

Steven Patrick Ross
N6117 Woodland Meadows Drive
Sheboygan, WI 53083
920-207-0267
spross@charter.net

employees, evaluate employees, scheduling, conduct internal investigations, investigate crimes, oversee investigations, report writing, background investigations, assist with department policy and procedure, field citizen complaints, training coordinator, prepare payroll and maintain accurate records related to employee sick time / vacation / and FMLA, assist with hiring and termination decisions, assist with budgeting, prepare for community events such as picnics / parades / visits from dignitary leaders state and federal level, over see property and evidence room, patrol duties as needed, attend city council meetings and other events as needed.

2001 – 2003 *Patrol Sergeant*
Duties included first line supervisor, shift commander, evaluating officers, supervising officers, general patrol duties, conduct investigations, report writing, review reports.

1999 – 2001 *School Resource Officer*
Duties included general police services while assigned to three schools within the Sheboygan Falls School District. A major emphasis was placed on maintaining an effective working relationship between the Sheboygan Falls Police Department and Sheboygan Falls School District, while ensuring a safe learning environment for students, staff, and visitors.

1997 – 1999 *Patrol Officer*
Duties included general police services, traffic enforcement, investigations of crimes, report writing, business checks, protecting life and property, providing medical attention.

1987 – 1997 ***Kohler Manufacturing, Kohler, Wisconsin***

Kiln Operator: responsible for firing product while maintaining accurate records and adhering to strict scheduling mandates.

Laboratory Assistant: responsible for maintaining quality of clay material utilized for casting kitchen and bath product, demonstrating attention to detail.

Shipping and Receiving Associate: responsible for cataloguing items shipped or received, required accurate record keeping ability and attention to detail.

Product Inspector: tasked with insuring that only high quality products were made available for purchase to outside vendors, demonstrating attention to detail.

Employee Safety Committee: through working with management, potentially safety hazards in the work environment were identified and solutions developed.

1996 – 1997 ***Kohler Police Department, Kohler, Wisconsin***

Part-time Sworn Patrol Officer
Duties included general police services, traffic enforcement, investigations of crimes, report writing, business checks, protecting life and property, providing medical attention.

1993 – 1997 ***Sheboygan County Sheriff's Office, Sheboygan, Wisconsin***

Steven Patrick Ross
N6117 Woodland Meadows Drive
Sheboygan, WI 53083
920-207-0267
spross@charter.net

Reserve Deputy Sheriff
General police duties, assigned to special community events to maintain peace and safety of persons in attendance, traffic control, crowd control, and conducting surveillance.

1986 – 1989 ***United States Army Reserve***

Trained as an Artillery Gunner and rose to the rank of E4 Specialist. During this time I worked effectively under varying and often difficult conditions. Dedicated to following the chain of command while at the same time, being instilled with a strong sense of pride and respect for the command, others, and myself. Honorably discharged.

ORGANIZATIONS

- International Chiefs of Police Association
- Wisconsin Chiefs of Police Association, Associate Member
- Federal Bureau of Investigation National Academy Associates, INC
- Lakeshore Technical College Criminal Justice Department Advisory Committee
- Sheboygan Falls Kiwanis Club
- Past member Sheboygan Falls Optimist Club

AWARDS / ACKNOWLEDGEMENTS

- 2010 Grand Voiture of Wisconsin Law Officer of the Year award
- 2003 Sheboygan Falls Optimist Club recipient of Respect for Law Enforcement award
- Departmental service accommodations

References available upon request

CITY OF DE PERE MEMORANDUM
POLICE DEPARTMENT

To: Finance and Personnel Committee
Common Council Members
James Boyd, Mayor
Lawrence Delo, City Administrator

From: Derek A. Beiderwieden, Chief of Police

Date: September 17, 2021

Subject: Staffing and Organizational Study Proposal/Request

Over the years I have fielded questions from the public, administration and elected officials regarding the department's staffing levels. My response has always been tempered so as to not sway opinion, but I believe now that there will be a change in police administration it is important to look at the overall organization structure and listen to recommendations.

I therefore am making a recommendation to conduct a staffing and organizational study of the police department as an integral part of the police chief selection. It is imperative the new chief has a document to work from regarding best practices in staffing and organization structure as I did when I first started in 2002 with a 1999 study. I was able to implement many of the suggested changes from the study except for road staffing recommendations.

I present to you a proposal from Community Security Solutions (CSS), a Wisconsin based company that will conduct a law enforcement organization study and analysis with a focus on command structure and future staffing needs. The proposal (attached) is for an estimated cost of $16,920 and not to exceed $17,000. This was not a budgeted item and I request the cost of the study be paid from undesignated reserves.

CSS was chosen because of their expertise in such studies and because they are a Wisconsin based business that will be able to understand the climate and policing needs of our area. I am recommending the City of De Pere enter into an agreement with CSS for a study of the police organization and staffing needs.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 21, 2021**
DEPARTMENT:	**Finance Department**
FROM:	**Joe Zegers**
SUBJECT:	**Resolution #21-103 Authorizing and Providing for the Sale and Issuance of $6,375,000 General Obligation Promissory Notes, Series 2021A, and All Related Details.**

ATTACHMENTS:

- Reso21-103 (PDF)

RESOLUTION #21-103

AUTHORIZING AND PROVIDING FOR THE SALE AND ISSUANCE
OF $6,375,000 GENERAL OBLIGATION PROMISSORY NOTES,
SERIES 2021A, AND ALL RELATED DETAILS

RECITALS

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

1. The Issuer is in need of funds to finance (i) the purchase of vehicles and equipment and resurfacing a parking lot for the fire department; improvements to municipal buildings; grants for façade improvements in the City's Tax Incremental District No. 7; highway and infrastructure improvements in the City's Tax Incremental District Numbers 10, 12, and 15; installation of street lighting, signs, markings, and signals; purchase of replacement vehicles and equipment for the public works and parks departments; improvements to park buildings, a tennis court, a boat launch, the riverwalk, and sidewalks; and construction of and improvements to streets and sidewalks and related landscaping (collectively, the "**Project**"), and (ii) the current refunding of the callable maturities of the City's $2,245,000 General Obligation Corporate Purpose Bonds, Series 2011A, dated August 15, 2011 and the callable maturities of the City's $2,980,000 General Obligation Corporate Purpose Bonds, Series 2012A, dated September 20, 2012 (collectively, the "**Refunding**").

2. On August 17, 2021, the Governing Body adopted an initial resolution authorizing the issuance of general obligation promissory notes of the Issuer in the principal amount of approximately $6,800,000 for the purposes of the Project and the Refunding (the "**Initial Resolution**").

3. The Governing Body now wishes to borrow the funds needed for the Project and the Refunding by selling and issuing its $6,375,000 General Obligation Promissory Notes, Series 2021A (the "**Obligations**") pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes.

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

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

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

"**Obligations**" means the $6,375,000 City of De Pere, Wisconsin General Obligation Promissory Notes, Series 2021A, which are authorized to be issued pursuant to this resolution.

"**Original Issue Date**" means October 15, 2021.

"**Prior Bonds**" means collectively the 2011A Bonds and the 2012A Bonds.

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

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

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

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

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

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

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

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

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

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

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

(ii) All transfers of each Obligation.

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

"**2011A Bonds**" means the Issuer's $2,245,000 General Obligation Corporate Purpose Bonds, Series 2011A, dated August 15, 2011.

"**2012A Bonds**" means the Issuer's $2,980,000 General Obligation Corporate Purpose Bonds, Series 2012A, dated September 20, 2012.

Section 2. Exhibits.

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

(i) *Exhibit A* — Form of Obligation.

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

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation promissory notes of the Issuer in the aggregate principal amount of $6,375,000. The Obligations

will be issued pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes to pay the costs of the Project and the Refunding, and to pay certain expenses of issuing the Obligations (including printing costs and fees for financial consultants, bond counsel, fiscal agent, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named "City of De Pere, Wisconsin General Obligation Promissory Notes, Series 2021A." The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

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

The Obligations will bear interest from the Original Issue Date. Interest will be payable semiannually on each March 1 and September 1, beginning on March 1, 2022, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The Issuer and the Fiscal Agent may treat the person or entity in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

Maturity Date (September 1)	Principal Amount	Interest Rate
2022	$685,000	.00%
2023	680,000	.00
2024	625,000	.00
2025	630,000	.00
2026	625,000	.00
2027	650,000	.00
2028	500,000	.00
2029	645,000	.00
2030	660,000	.00
2031	675,000	.00

To comply with statutory limitations on maximum maturity, the Issuer specifies that the Obligations are being issued to first pay and discharge the original debt represented by the Refunded Bonds. This means that the original debt represented by the Prior Bonds will be repaid within twenty years of the original date of such debt.

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

Section 5. Refunding of Refunded Bonds.

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

Section 6. Redemption of Refunded Bonds.

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

Section 7. Fiscal Agent.

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

Section 8. Appointment of Depository.

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

Section 9. Book-Entry System.

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

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

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

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

Section 10. Redemption.

The Obligations maturing on and after September 1, 2029 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 2028 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of $5,000 in accordance with Sections 11 and 12 hereof.

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

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

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

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

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

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific

maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

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

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

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

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

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

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

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

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption

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

Section 13. Form of Obligations.

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

Section 14. Execution of Obligations.

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

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

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

Section 15. Continuing Disclosure.

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

Section 16. Sale of Obligations.

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

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

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

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

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

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

Section 17. General Obligation Pledge; Tax Levy.

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

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

Levy Year	Debt Service Amount Due in Following Year	Levy Year	Debt Service Amount Due in Following Year
2021	$.00	2026	$.00
2022	.00	2027	.00
2023	.00	2028	.00
2024	.00	2029	.00
2025	.00	2030	.00

Section 18. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the "**Debt Service Fund Account**"), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the date of delivery of the Obligations and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and

used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 19. Borrowed Money Fund.

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

Section 20. Official Statement.

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

Section 21. Publication of Notice.

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

Section 22. Authorization of Officers.

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

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

(ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the

books and records under the officer's custody or control or as are otherwise known to the officer.

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

Section 23. Qualified Tax-Exempt Obligations.

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

Section 24. Tax Law Covenants.

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

Section 25. Further Authorization.

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

Section 26. Conflict with Prior Acts.

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

Section 27. Severability of Invalid Provisions.

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

Section 28. Effective Date

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of September, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____

EXHIBIT A

FORM OF OBLIGATION

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

STATE OF WISCONSIN
CITY OF DE PERE

Registered

No. R-___ $_____

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2021A

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	September 1, 20__	October 15, 2021	241361 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF DE PERE, WISCONSIN (herein called the "**Issuer**"), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is payable semiannually on March 1 and September 1, beginning on March 1, 2022, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the "**Obligations**") of the Issuer of an aggregate principal amount of $6,375,000, all of like tenor, except as to denomination, interest rate, and maturity date, issued by the Issuer pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on September 21, 2021, entitled: "A Resolution Authorizing and Providing for the Sale and Issuance of $6,375,000 General Obligation Promissory Notes, Series 2021A, and All Related Details" (the "**Resolution**"). The Obligations are issuable only in the form of fully registered notes.

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

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

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

The Obligations maturing on and after September 1, 2029 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 2028 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of $5,000 as set forth below.

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

[SEAL]

And: _____
Carey E. Danen, City Clerk

Certificate of Authentication

Dated: October ____, 2021

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

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

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

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

(Please Print or Type Name and Address of Assignee)

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

Dated: _____

Signature Guaranteed

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

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

EXHIBIT B

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

On September 21, 2021, pursuant to Section 67.12(12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of De Pere, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation promissory notes in the principal amount of $6,375,000. It is anticipated that the closing of this note financing will be held on or about October 15, 2021. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 335 South Broadway Street, De Pere, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

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

Publication Date: September ____, 2021

/s/ Carey E. Danen
City Clerk

CERTIFICATIONS OF CLERK

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

A Resolution Authorizing and Providing for the Sale and Issuance of $6,375,000 General Obligation Promissory Notes, Series 2021A and All Related Details

I further certify as follows:

1. **Meeting Date**. On September 21, 2021, a meeting of the Governing Body was held beginning at _____ p.m.

2. **Posting**. On September ____, 2021 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality's offices in De Pere, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.

3. **Notification of Media**. On September ____, 2021 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality. The communication specifically referred to the Resolution.

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

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

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

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

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on September ____, 2021, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

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

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate on September _____, 2021.

_____
Carey E. Danen, City Clerk

[SEAL]

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 21, 2021**
DEPARTMENT:	**Finance Department**
FROM:	**Joe Zegers**
SUBJECT:	**Resolution #21-104 Authorizing and Providing for the Sale and Issuance of $3,930,000 Taxable General Obligation Promissory Notes, Series 2021B, and All Related Details.**

ATTACHMENTS:

- Reso21-104 (PDF)

RESOLUTION #21-104

AUTHORIZING AND PROVIDING FOR THE SALE AND ISSUANCE
OF $3,930,000 TAXABLE GENERAL OBLIGATION PROMISSORY NOTES,
SERIES 2021B, AND ALL RELATED DETAILS

RECITALS

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

1. The Issuer is in need of funds to finance grants in the form of development rebates to developers to encourage development in the City's Tax Incremental District Numbers 10 and 15 (the "**Project**").

2. On August 17, 2021, the Governing Body adopted an initial resolution authorizing the issuance of general obligation promissory notes of the Issuer in the principal amount of approximately $3,930,000 for the purposes of the Project (the "**Initial Resolution**").

3. The Governing Body now wishes to borrow the funds needed for the Project by selling and issuing its $3,930,000 Taxable General Obligation Promissory Notes, Series 2021B (the "**Obligations**") pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes.

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

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

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

"**Obligations**" means the $3,930,000 City of De Pere, Wisconsin Taxable General Obligation Promissory Notes, Series 2021B, which are authorized to be issued pursuant to this resolution.

"**Original Issue Date**" means October 15, 2021.

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

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

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

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

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

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

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

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

(ii) All transfers of each Obligation.

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

Section 2. Exhibits.

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

(i) *Exhibit A* — Form of Obligation.

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

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation promissory notes of the Issuer in the aggregate principal amount of $3,930,000. The Obligations will be issued pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes to pay the costs of the Project and to pay certain expenses of issuing the Obligations (including printing costs and fees for financial consultants, bond counsel, fiscal agent, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named "City of De Pere, Wisconsin Taxable General Obligation Promissory Notes, Series 2021B." The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

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

The Obligations will bear interest from the Original Issue Date. Interest will be payable semiannually on each March 1 and September 1, beginning on March 1, 2022, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The Issuer and the Fiscal Agent may treat the person or entity in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

Maturity Date (September 1)	Principal Amount	Interest Rate
2022	$ 20,000	.00%
2023	20,000	.00
2024	280,000	.00
2025	280,000	.00
2026	285,000	.00
2027	290,000	.00
2028	290,000	.00
2029	805,000	.00
2030	820,000	.00
2031	840,000	.00

To comply with statutory limitations on maximum maturity, the Issuer specifies that the Obligations are being issued to first pay and discharge the original debt represented by the Refunded Bonds. This means that the original debt represented by the Prior Bonds will be repaid within twenty years of the original date of such debt.

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

Section 5. Fiscal Agent.

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

Section 6. Appointment of Depository.

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

Section 7. Book-Entry System.

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

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

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

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

Section 8. Redemption.

The Obligations maturing on and after September 1, 2029 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 2028 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of $5,000 in accordance with Sections 9 and 10 hereof.

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

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

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

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

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

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific

maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the aggregate principal amount outstanding after the redemption.

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

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

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

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

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

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

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

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption

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

Section 11. Form of Obligations.

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

Section 12. Execution of Obligations.

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

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

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

Section 13. Continuing Disclosure.

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

Section 14. Sale of Obligations.

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

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

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

(i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations.

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

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

Section 15. General Obligation Pledge; Tax Levy.

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

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

Levy Year	Debt Service Amount Due in Following Year	Levy Year	Debt Service Amount Due in Following Year
2021	.00	2026	$.00
2022	.00	2027	.00
2023	.00	2028	.00
2024	.00	2029	.00
2025	.00	2030	.00

The Issuer appropriates an amount of proceeds of the Obligations equal to $_____ to pay interest on the Obligations [through March 1, 2023 and a portion of the interest due on September 1, 2023]. The amount shall be applied as provided in Section 17 hereof. As a result of the appropriation, the taxes levied for the interest payments due [through March 1, 2023 and a portion of the interest due on September 1, 2023] will be abated.

Section 16. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the "**Debt Service Fund Account**"), which shall be maintained and

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

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited and kept by the Treasurer in a separate fund as provided in Section 67.10 (3) of the Wisconsin Statutes. The fund shall be designated with both the name of the Obligations and the name Borrowed Money Fund (the "**Borrowed Money Fund**"). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project, the costs of issuing the Obligations, the costs of investing amounts in the Borrowed Money Fund, and to pay capitalized interest, or (ii) transferred to the Debt Service Fund Account as provided by law. The portion of the proceeds of the Obligations that has been appropriated to pay capitalized interest on the Obligations will be held in the Borrowed Money Fund until needed to pay interest on the Obligations, at which time the necessary amount will be transferred to the Debt Service Fund Account and applied to the required interest payment.

Section 18. Official Statement.

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

Section 19. Publication of Notice.

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

Section 20. Authorization of Officers.

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

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

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

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

Section 21. Further Authorization.

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

Section 22. Conflict with Prior Acts.

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

Section 23. Severability of Invalid Provisions.

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

Section 24. Effective Date

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of September, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____

EXHIBIT A

FORM OF OBLIGATION

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

STATE OF WISCONSIN
CITY OF DE PERE

Registered

No. R-___ $_____

TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2021B

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	September 1, 20__	October 15, 2021	241361 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF DE PERE, WISCONSIN (herein called the "**Issuer**"), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is payable semiannually on March 1 and September 1, beginning on March 1, 2022, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the "**Obligations**") of the Issuer of an aggregate principal amount of $3,930,000, all of like tenor, except as to denomination, interest rate, and maturity date, issued by the Issuer pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on September 21, 2021, entitled: "A Resolution Authorizing and Providing for the Sale and Issuance of $3,930,000 Taxable General Obligation Promissory Notes, Series 2021B, and All Related Details" (the "**Resolution**"). The Obligations are issuable only in the form of fully registered notes.

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

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

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

The Obligations maturing on and after September 1, 2029 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 2028 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of $5,000 as set forth below.

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

[SEAL]

And: _____
Carey E. Danen, City Clerk

Certificate of Authentication

Dated: October ____, 2021

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

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

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

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

(Please Print or Type Name and Address of Assignee)

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

Dated: _____

Signature Guaranteed

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

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

EXHIBIT B

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

On September 21, 2021, pursuant to Section 67.12(12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of De Pere, Wisconsin authorized the borrowing of money and entered into a contract to sell taxable general obligation promissory notes in the principal amount of $3,930,000. It is anticipated that the closing of this note financing will be held on or about October 15, 2021. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 335 South Broadway Street, De Pere, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

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

Publication Date: September ____, 2021

/s/ Carey E. Danen
City Clerk

CERTIFICATIONS OF CLERK

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

A Resolution Authorizing and Providing for the Sale and Issuance of $3,930,000Taxable General Obligation Promissory Notes, Series 2021B and All Related Details

I further certify as follows:

1. **Meeting Date**. On September 21, 2021, a meeting of the Governing Body was held beginning at _____ p.m.

2. **Posting**. On September ____, 2021 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality's offices in De Pere, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.

3. **Notification of Media**. On September ____, 2021 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality. The communication specifically referred to the Resolution.

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

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

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

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

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on September ____, 2021, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

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

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate on September _____, 2021.

_____
Carey E. Danen, City Clerk

[SEAL]

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 21, 2021**
DEPARTMENT:	**Health Department**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #21-105 Approving Grant Agreement Modification to Division of Public Health DPH Contract #47645-2.**

At its meeting on Tuesday, September 14, the Finance/Personnel Committee voted unanimously to approve this item and forward the same to the Common Council for final approval.

ATTACHMENTS:

- Reso21-105 (PDF)

RESOLUTION #21-105

APPROVING GRANT AGREEMENT MODIFICATION TO DIVISION OF PUBLIC HEALTH
DPH CONTRACT #47645-2

WHEREAS, the Health Department and the State of Wisconsin Department of Health Services are parties to the 2021 Division of Public Health (DPH) Consolidated Contract #47645-2; and

WHEREAS, the Health Department would like to modify the original contract to include preparedness funds which have been made available to local health departments to enhance ability to rapidly mobilize, surge and respond to public health emergencies identified by the Centers for Disease Control and Prevention; and

WHEREAS, acceptance of such funds ($34,417) requires the approval and execution of DPH Contract #47645-2 Contract Agreement Modification, attached as Exhibit A.

WHEREAS, the Finance/Personnel Committee has reviewed such Amendment and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is hereby authorized and directed to execute the Grant Agreement Modification between the State of Wisconsin Department of Health Services and De Pere DPH for 2021 DPH Consolidated Contract (#47645-2) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of September, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 09/14/2021

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 21, 2021**
DEPARTMENT:	**Health Department**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #21-106 Approving Grant Agreement Modification to Division of Public Health DPH Contract #43561-7.**

The Finance/Personnel Committee voted unanimously at its meeting on Tuesday, September 14, to approve this modification and send it forward to the Common Council.

ATTACHMENTS:

- Reso21-106 (PDF)

RESOLUTION #21-106

APPROVING GRANT AGREEMENT MODIFICATION TO DIVISION OF PUBLIC HEALTH
DPH CONTRACT #43561-7

WHEREAS, the Health Department and the State of Wisconsin Department of Health Services are parties to the 2020 Division of Public Health (DPH) Consolidated Contract #43561-7; and

WHEREAS, the Health Department would like to modify the original contract to include additional preventative health funding which has been made available to local health departments to enhance preventative health initiatives; and

WHEREAS, acceptance of such additional funds in the amount of $5,000 (for a total of $9,294) requires the approval and execution of DPH Contract #43561-7 Contract Agreement Modification, attached as Exhibit A.

WHEREAS, the Finance/Personnel Committee has reviewed such Amendment and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is hereby authorized and directed to execute the Grant Agreement Modification between the State of Wisconsin Department of Health Services and De Pere DPH for 2020 DPH Consolidated Contract (#43561-7) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of September, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 09/14/2021

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 21, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Voucher approval.**

ATTACHMENTS:

- 9-21-2021 VOUCHERS (PDF)

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0001	A1 ELEVATOR CORP							
	I-17708	A1 ELEVATOR CORP	R	9/21/2021		141.75CR	096553	141.75
0302	AIRGAS USA LLC							
	I-9116860848	AIRGAS USA LLC	R	9/21/2021		225.43CR	096554	225.43
7873	AMERICAN CONSERVATION & BILLING SOLUTIONS							
	I-12940	AMERICAN CONSERVATION & BILLIN	R	9/21/2021		1,042.00CR	096555	1,042.00
0442	BADGER LABORATORIES INC							
	I-21-51024946	BADGER LABORATORIES INC	R	9/21/2021		680.00CR	096556	680.00
0027	BAY TOWEL INC							
	I-4219667	BAY TOWEL INC	R	9/21/2021		95.82CR	096557	95.82
0028	BAY VERTE MACHINERY INC							
	I-431616-00	BAY VERTE MACHINERY INC	R	9/21/2021		237.82CR	096558	237.82
0038	BROADWAY AUTOMOTIVE INC							
	I-1055073	BROADWAY AUTOMOTIVE INC	R	9/21/2021		233.30CR	096559	
	I-552035P	BROADWAY AUTOMOTIVE INC	R	9/21/2021		94.22CR	096559	327.52
2944	BROWN COUNTY JAIL							
	I-AUGUST 2021	BROWN COUNTY JAIL	R	9/21/2021		280.00CR	096560	280.00
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-202109132052	BROWN COUNTY REGISTER OF DEEDS	R	9/21/2021		90.00CR	096561	90.00
6710	CADRE							
	I-242823	CADRE	R	9/21/2021		286.47CR	096562	286.47
0536	CDW GOVERNMENT INC							
	I-H628554	CDW GOVERNMENT INC	R	9/21/2021		948.81CR	096563	
	I-J169548	CDW GOVERNMENT INC	R	9/21/2021		554.19CR	096563	
	I-J368056	CDW GOVERNMENT INC	R	9/21/2021		2,947.88CR	096563	
	I-J532653	CDW GOVERNMENT INC	R	9/21/2021		93.69CR	096563	
	I-J839511	CDW GOVERNMENT INC	R	9/21/2021		1,833.27CR	096563	
	I-J921847	CDW GOVERNMENT INC	R	9/21/2021		14.02CR	096563	
	I-J977429	CDW GOVERNMENT INC	R	9/21/2021		225.72CR	096563	
	I-K164939	CDW GOVERNMENT INC	R	9/21/2021		33.82CR	096563	6,651.40
8443	CINTAS							
	I-4093494538	CINTAS	R	9/21/2021		38.94CR	096564	
	I-4094170853	CINTAS	R	9/21/2021		38.94CR	096564	77.88

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2708	CLEANING SOLUTION SERVICES INC							
	I-21641	CLEANING SOLUTION SERVICES INC	R	9/21/2021		143.46CR	096565	
	I-21643	CLEANING SOLUTION SERVICES INC	R	9/21/2021		150.00CR	096565	
	I-21652	CLEANING SOLUTION SERVICES INC	R	9/21/2021		54.17CR	096565	
	I-21662	CLEANING SOLUTION SERVICES INC	R	9/21/2021		1,436.94CR	096565	
	I-21663	CLEANING SOLUTION SERVICES INC	R	9/21/2021		1,758.93CR	096565	
	I-21705	CLEANING SOLUTION SERVICES INC	R	9/21/2021		589.05CR	096565	
	I-21716	CLEANING SOLUTION SERVICES INC	R	9/21/2021		136.78CR	096565	
	I-21717	CLEANING SOLUTION SERVICES INC	R	9/21/2021		230.44CR	096565	
	I-21718	CLEANING SOLUTION SERVICES INC	R	9/21/2021		504.00CR	096565	5,003.77
7997	COMPLETE OFFICE							
	I-AR33547	COMPLETE OFFICE	R	9/21/2021		29.60CR	096566	
	I-AR33548	COMPLETE OFFICE	R	9/21/2021		49.22CR	096566	
	I-AR33549	COMPLETE OFFICE	R	9/21/2021		32.86CR	096566	
	I-AR33550	COMPLETE OFFICE	R	9/21/2021		32.90CR	096566	144.58
7639	CORE & MAIN LP							
	C-P515447	CORE & MAIN LP	R	9/21/2021		1,000.00	096567	
	I-P483611	CORE & MAIN LP	R	9/21/2021		3,927.14CR	096567	
	I-P501552	CORE & MAIN LP	R	9/21/2021		295.47CR	096567	
	I-P5069719	CORE & MAIN LP	R	9/21/2021		3,657.14CR	096567	6,879.75
7769	DE PERE FIRE DEPT							
	I-202109132053	DE PERE FIRE DEPT	R	9/21/2021		657.39CR	096568	657.39
0075	DIGGERS HOTLINE INC							
	I-210 8 36401	DIGGERS HOTLINE INC	R	9/21/2021		824.50CR	096569	824.50
3212	DIXON ENGINEERING INC							
	I-21-8497	DIXON ENGINEERING INC	R	9/21/2021		1,150.00CR	096570	1,150.00
0078	DORNER INC							
	I-21-01	DORNER INC	R	9/21/2021		412,955.30CR	096571	412,955.30
0944	ELECTION SYSTEMS & SOFTWARE INC							
	I-CD2007818	ELECTION SYSTEMS & SOFTWARE IN	R	9/21/2021		650.00CR	096572	650.00
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-2280351	EMERGENCY MEDICAL PRODUCTS INC	R	9/21/2021		490.40CR	096573	490.40
0086	ERC INC							
	I-1020	ERC INC	R	9/21/2021		504.68CR	096574	504.68

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7422	EXCEL UNDERGROUND LLC							
	I-9298	EXCEL UNDERGROUND LLC	R	9/21/2021		6,556.55CR	096575	6,556.55
1499	FERGUSON ENTERPRISES LLC #3326							
	I-198291	FERGUSON ENTERPRISES LLC #3326	R	9/21/2021		972.69CR	096576	972.69
0331	FERGUSON WATERWORKS #1476 INC							
	I-341156	FERGUSON WATERWORKS #1476 INC	R	9/21/2021		9,500.00CR	096577	9,500.00
0200	FIRST SUPPLY LLC							
	I-12631062-01	FIRST SUPPLY LLC	R	9/21/2021		21.04CR	096578	21.04
0097	FIVE ALARM INC							
	I-209490-1	FIVE ALARM INC	R	9/21/2021		20.00CR	096579	20.00
2544	GLOBAL RECOGNITION INC							
	I-209056	GLOBAL RECOGNITION INC	R	9/21/2021		3,334.80CR	096580	3,334.80
6923	GORDON FLESCH COMPANY INC.							
	I-IN13454817	GORDON FLESCH COMPANY INC.	R	9/21/2021		191.00CR	096581	191.00
1237	HASTINGS AIR ENERGY CONTROL							
	I-I90225	HASTINGS AIR ENERGY CONTROL	R	9/21/2021		209.95CR	096582	209.95
6515	HJ MARTIN AND SON INC							
	I-107016	HJ MARTIN AND SON INC	R	9/21/2021		10,876.00CR	096583	10,876.00
5674	HOME TEAM SPORTS & APPAREL INC							
	I-41510	HOME TEAM SPORTS & APPAREL INC	R	9/21/2021		31.51CR	096584	
	I-41588	HOME TEAM SPORTS & APPAREL INC	R	9/21/2021		158.42CR	096584	189.93
1399	INDOFF INC							
	C-3502161	INDOFF INC	R	9/21/2021		3.99	096585	
	I-3498577	INDOFF INC	R	9/21/2021		695.34CR	096585	
	I-3499039	INDOFF INC	R	9/21/2021		22.82CR	096585	
	I-3499040	INDOFF INC	R	9/21/2021		16.13CR	096585	
	I-3500218	INDOFF INC	R	9/21/2021		99.90CR	096585	
	I-3501157	INDOFF INC	R	9/21/2021		35.05CR	096585	
	I-3501502	INDOFF INC	R	9/21/2021		218.31CR	096585	
	I-3502595	INDOFF INC	R	9/21/2021		135.98CR	096585	
	I-3503385	INDOFF INC	R	9/21/2021		64.81CR	096585	1,284.35

PACKET: 06613 SEP 2021 COUNCIL - 2 9-21-21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2602	JOSSART BROTHERS INC							
	I-21-02	JOSSART BROTHERS INC	R	9/21/2021		323,432.10CR	096586	323,432.10
8447	JRM CHEMICAL INC							
	I-70560	JRM CHEMICAL INC	R	9/21/2021		251.25CR	096587	251.25
1276	JX ENTERPRISES INC							
	I-14182343P	JX ENTERPRISES INC	R	9/21/2021		79.62CR	096588	
	I-14182486P	JX ENTERPRISES INC	R	9/21/2021		60.76CR	096588	
	I-14182772P	JX ENTERPRISES INC	R	9/21/2021		47.99CR	096588	188.37
3140	KUNDINGER FLUID POWER INC							
	I-50659024	KUNDINGER FLUID POWER INC	R	9/21/2021		1,808.87CR	096589	1,808.87
0153	LAFORCE INC							
	I-1169995	LAFORCE INC	R	9/21/2021		28.50CR	096590	28.50
4617	LANGUAGE LINE SERVICES							
	I-10302526	LANGUAGE LINE SERVICES	R	9/21/2021		32.61CR	096591	32.61
0173	MENARDS INC							
	I-87822B	MENARDS INC	R	9/21/2021		81.55CR	096592	
	I-87862	MENARDS INC	R	9/21/2021		37.95CR	096592	
	I-87870	MENARDS INC	R	9/21/2021		7.69CR	096592	
	I-87879	MENARDS INC	R	9/21/2021		11.74CR	096592	
	I-88022	MENARDS INC	R	9/21/2021		39.96CR	096592	
	I-88143	MENARDS INC	R	9/21/2021		69.83CR	096592	
	I-88168	MENARDS INC	R	9/21/2021		14.79CR	096592	
	I-88173	MENARDS INC	R	9/21/2021		7.49CR	096592	
	I-88174	MENARDS INC	R	9/21/2021		22.47CR	096592	293.47
0180	MONROE TRUCK EQUIPMENT INC							
	I-836223	MONROE TRUCK EQUIPMENT INC	R	9/21/2021		300.00CR	096593	300.00
8431	MULTI MEDIA CHANNELS LLC							
	I-25564	MULTI MEDIA CHANNELS LLC	R	9/21/2021		487.62CR	096594	487.62
1475	MUNICODE							
	I-362621	MUNICODE	R	9/21/2021		1,405.66CR	096595	1,405.66
3191	NCI							
	I-AR23021	NCI	R	9/21/2021		49.90CR	096596	49.90

PACKET: 06613 SEP 2021 COUNCIL - 2 9-21-21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8448	DAVID NELSON							
	I-202109132054	DAVID NELSON	R	9/21/2021		400.00CR	096597	400.00
0531	NORTHEAST AUTO PARTS INC							
	I-359231	NORTHEAST AUTO PARTS INC	R	9/21/2021		5.84CR	096598	
	I-359303	NORTHEAST AUTO PARTS INC	R	9/21/2021		12.86CR	096598	
	I-359319	NORTHEAST AUTO PARTS	R	9/21/2021		395.75CR	096598	
	I-359345	NORTHEAST AUTO PARTS INC	R	9/21/2021		36.14CR	096598	
	I-359356	NORTHEAST AUTO PARTS INC	R	9/21/2021		22.24CR	096598	
	I-359536	NORTHEAST AUTO PARTS INC	R	9/21/2021		19.30CR	096598	492.13
8327	OSBURN ASSOCIATES INC							
	I-287162	OSBURN ASSOCIATES INC	R	9/21/2021		966.00CR	096599	
	I-287193	OSBURN ASSOCIATES INC	R	9/21/2021		1,140.00CR	096599	2,106.00
5222	P J KORTENS & CO INC							
	I-10023126	P J KORTENS & CO INC	R	9/21/2021		287.08CR	096600	287.08
0197	PACKER CITY INTL TRUCKS INC							
	I-X101148062:01	PACKER CITY INTL TRUCKS INC	R	9/21/2021		307.80CR	096601	307.80
1331	PACKER FASTENER & SUPPLY INC							
	I-623975	PACKER FASTENER & SUPPLY INC	R	9/21/2021		2.01CR	096602	
	I-624061	PACKER FASTENER & SUPPLY INC	R	9/21/2021		92.33CR	096602	
	I-624062	PACKER FASTENER & SUPPLY INC	R	9/21/2021		27.70CR	096602	122.04
0584	PATRICK ZELZER AND ASSOCIATES							
	I-ZEL-2021001942	PATRICK ZELZER AND ASSOCIATES	R	9/21/2021		100.00CR	096603	100.00
0208	POMP'S TIRE SERVICE INC							
	I-90072084	POMP'S TIRE SERVICE INC	R	9/21/2021		36.80CR	096604	
	I-90073518	POMP'S TIRE SERVICE INC	R	9/21/2021		501.58CR	096604	
	I-90073556	POMP'S TIRE SERVICE INC	R	9/21/2021		513.73CR	096604	
	I-90073612	POMP'S TIRE SERVICE INC	R	9/21/2021		385.16CR	096604	1,437.27
1246	PREVEA HEALTH							
	I-133771	PREVEA HEALTH	R	9/21/2021		564.30CR	096605	564.30
8449	PRI MANAGEMENT GROUP							
	I-14061	PRI MANAGEMENT GROUP	R	9/21/2021		149.00CR	096606	
	I-14065	PRI MANAGEMENT GROUP	R	9/21/2021		250.00CR	096606	399.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8067	QUADIENT LEASING USA INC							
	I-N9014775	QUADIENT LEASING USA INC	R	9/21/2021		320.67CR	096607	320.67
7923	QUEST DIAGNOSTICS							
	I-T 1404420	QUEST DIAGNOSTICS	R	9/21/2021		54.81CR	096608	54.81
2604	RIESTERER & SCHNELL INC							
	I-1995900	RIESTERER & SCHNELL INC	R	9/21/2021		772.15CR	096609	772.15
0158	ROBERT E LEE & ASSOCIATES INC							
	I-80306	ROBERT E LEE & ASSOCIATES INC	R	9/21/2021		517.00CR	096610	
	I-80307	ROBERT E LEE & ASSOCIATES INC	R	9/21/2021		432.00CR	096610	949.00
8178	KYLE ROUCE							
	I-202109132055	KYLE ROUCE	R	9/21/2021		30.71CR	096611	30.71
1890	S I METALS AND SUPPLY							
	I-253180	S I METALS AND SUPPLY	R	9/21/2021		168.00CR	096612	168.00
7513	SAFE FLOW LLC							
	I-2021141	SAFE FLOW LLC	R	9/21/2021		211.46CR	096613	211.46
0501	SAINT MARY'S HOSPITAL							
	I-24235	SAINT MARY'S HOSPITAL	R	9/21/2021		1.25CR	096614	1.25
0235	SAINT VINCENT HOSPITAL							
	I-52699	SAINT VINCENT HOSPITAL	R	9/21/2021		64.33CR	096615	64.33
6649	SCHMIDT BOAT LIFTS & DOCKS INC.							
	I-T29825	SCHMIDT BOAT LIFTS & DOCKS INC	R	9/21/2021		165.84CR	096616	165.84
1	SCHNEIDER, JOSEPH D							
	I-202109132056	WORK PERMT	R	9/21/2021		10.00CR	096617	10.00
2683	SOMMERS CONSTRUCTION CO INC							
	I-21-05 (3)	SOMMERS CONSTRUCTION CO INC	R	9/21/2021		96,461.54CR	096618	96,461.54
0257	STREICHER'S INC							
	I-I1521407	STREICHER'S INC	R	9/21/2021		31.44CR	096619	
	I-I1521462	STREICHER'S INC	R	9/21/2021		235.42CR	096619	266.86
8451	MCKENZIE THOMPSON							
	I-202109132058	MCKENZIE THOMPSON	R	9/21/2021		125.00CR	096620	125.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0417	TWEET GAROT MECHANICAL INC							
	I-56115	TWEET GAROT MECHANICAL INC	R	9/21/2021		2,278.00CR	096621	2,278.00
8450	TWO BIRDS BAKERY CAFE							
	I-100	TWO BIRDS BAKERY CAFE	R	9/21/2021		650.00CR	096622	650.00
0272	UNIFORM SHOPPE INC							
	I-313382	UNIFORM SHOPPE INC	R	9/21/2021		119.90CR	096623	
	I-313513	UNIFORM SHOPPE INC	R	9/21/2021		719.70CR	096623	
	I-313736	UNIFORM SHOPPE INC	R	9/21/2021		32.95CR	096623	872.55
0277	VAN'S FIRE & SAFETY INC							
	I-4150865	VAN'S FIRE & SAFETY INC	R	9/21/2021		68.54CR	096624	
	I-4151191	VAN'S FIRE & SAFETY INC	R	9/21/2021		65.00CR	096624	133.54
8430	VANDEN LANGENBERG CONST LLC							
	I-202109132057	VANDEN LANGENBERG CONST LLC	R	9/21/2021		750.00CR	096625	750.00
7210	VANDEN PLAS PORTABLE SOLUTIONS LLC							
	I-6439	VANDEN PLAS PORTABLE SOLUTIONS	R	9/21/2021		336.00CR	096626	336.00
3767	VDH ELECTRIC INC							
	I-23935	VDH ELECTRIC INC	R	9/21/2021		23,971.84CR	096627	23,971.84
3707	VIKING ELECTRIC SUPPLY							
	I-S004798580.002	VIKING ELECTRIC SUPPLY	R	9/21/2021		1,645.47CR	096628	
	I-S004990007.001	VIKING ELECTRIC SUPPLY	R	9/21/2021		277.06CR	096628	
	I-S004990007.002	VIKING ELECTRIC SUPPLY	R	9/21/2021		232.71CR	096628	
	I-S005000043.001	VIKING ELECTRIC SUPPLY	R	9/21/2021		77.14CR	096628	
	I-S005002503.001	VIKING ELECTRIC SUPPLY	R	9/21/2021		133.20CR	096628	2,365.58
8043	WASTEBUILT ENVIRON SOLUTIONS							
	I-3579937	WASTEBUILT ENVIRON SOLUTIONS	R	9/21/2021		68.80CR	096629	68.80
7849	WEBER BOWLING & AWARDS							
	I-82521SW13	WEBER BOWLING & AWARDS	R	9/21/2021		1,089.86CR	096630	1,089.86
0514	WI POLICY FORUM							
	I-202109132059	WI POLICY FORUM	R	9/21/2021		135.00CR	096631	135.00
8452	WILLIAM/REID LTD							
	I-58438	WILLIAM/REID LTD	R	9/21/2021		30,155.67CR	096632	30,155.67

PACKET: 06613 SEP 2021 COUNCIL - 2 9-21-21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0300	ZARNOTH BRUSH WORKS INC							
	I-186178-IN	ZARNOTH BRUSH WORKS INC	R	9/21/2021		90.50CR	096633	90.50

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	81	0.00	969,545.70	969,545.70
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	81	0.00	969,545.70	969,545.70

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

1.23.a

PACKET: 06613 SEP 2021 COUNCIL - 2 9-21-21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	9/2021	37,457.55CR
201	9/2021	76,282.21CR
208	9/2021	269.42CR
292	9/2021	949.00CR
405	9/2021	248,231.33CR
415	9/2021	49,579.52CR
601	9/2021	457,316.73CR
650	9/2021	99,459.94CR
ALL		969,545.70CR

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**September 21, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**