Common Council

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

Regular Meeting

Agenda

Tuesday, July 21, 2020 **7:30 PM**

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **July 21, 2020** at **7:30 PM.**

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

Computer/smart phone accessing https://www.gotomeet.me/DePere
OR
You can also dial in using your phone.
United States: +1 (312) 757-3117
Access Code: 154-883-285

THIS MEETING WILL NOT BE HELD IN PERSON.

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

I. Call to Order

1. Roll Call
2. Approval of the minutes of the July 7, 2020 Common Council meeting.
3. Recommendation from the Board of Public Works allowing James Street brick salvage
4. Recommendation of Finance/Personnel Committee for Approval of Microsoft Office 365 Quotation.
5. Recommendation from the Finance-Personnel Committee to accept a $2,500 Walmart Donation to Police Department
6. Recommendation from the Finance-Personnel Committee to accept a $1,500 Donation from De Pere Christian Outreach for Police K-9
7. Recommendation from Finance and Personnel Committee to Waive Public Works Fees for Definitely De Pere Downtown Events
8. Recommendation of Finance/Personnel Committee to Approve Request of Health Director to Increase Hours of Public Health Nurse Position from 24 hours to 40 hours per week.
9. Recommendation from the Finance-Personnel Committee on a request by Alderperson Kundinger to consolidate acceptance of donations by the Common Council to a quarterly basis.
10. Recommendation from the Finance-Personnel Committee on request of the City Administrator to authorize expenditure under the Routes to Recovery: Local Government Aid Grants program.

11. Recommendation from the License Committee on Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor License renewal applications for the licensing period of July 1, 2020 to June 30, 2021.
12. Resolution #20-76 Approving Agreement for Consulting Services Between the City of De Pere and Dixon Engineering, Inc. (T-Mobile Wireless Antenna Installation - 9th Street Water Tower).
13. Resolution #20-77 Authorizing Submission of Wisconsin Economic Development Corporation Community Development Investment Grant Application (Cobblestone Hotels).
14. Resolution #20-78 Approving Reclassification of the Health Department Office Assistant Position to Administrative Assistant and Adjustment to Compensation Plan Grade Level.
15. Resolution #20-79 Approving Memorandum of Understanding with the De Pere Professional Firefighter's Association IAFF Local 141 Regarding Overtime Call-In Procedure.
16. Resolution #20-80 Approving Memorandum of Understanding with the Wisconsin Department of Natural Resources for Mutual Aid and Fire Suppression Services.
17. Resolution #20-81 Authorizing Submission of Wisconsin Elections Commission Coronavirus Aid, Relief and Economic Security Subgrant.
18. Review Common Council Meetings Start time (Request of Ald. Nelson)
19. Consideration of and Possible Action on Resuming In-Person Meetings of the Council and City Committees, Boards and Commissions (request of Ald. Raasch).
20. Review of Resolution #20-34 Declaring a State of Emergency (Request of Ald. Raasch).
21. Operator License applications.
22. Voucher approval.
23. Future agenda items.
24. Adjournment.

Lawrence M. Delo
City Administrator

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
Lia Xiong
Lucas Compton

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 21, 2020**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the July 7, 2020 Common Council meeting.**

ATTACHMENTS:

- 7-7-20 Common Council Minutes_Draft (PDF)

Common Council

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

Regular Meeting

Draft Minutes

Tuesday, July 7, 2020 **7:30 PM**

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

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

2. Approval of the minutes of the May 26, 2020 special Common Council meeting.

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

3. Approval of the minutes of the June 16, 2020 Common Council meeting.

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

4. Recommendation from the Board of Park Commissioners to Accept Donation valued at $12,500 from De Pere Girls Softball Association.

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

5. Recommendation from the Finance & Personnel Committee for increased funding for additional cleaning due to Covid-19 in the amount of $1,746.28 per month.

   Alderperson Raasch asked if the cost increase is strictly for labor or also includes supplies; City Administrator Larry Delo replied that it is for both. He explained that the Human Resources department put together a document that identifies additional cleaning that City employees should do during the work day.

Attachment: 7-7-20 Common Council Minutes_Draft (9821 : Approval of the minutes of the July 7, 2020 Common Council meeting.)

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

6. Recommendation from Plan Commission to approve a two-lot replat of the final extraterritorial Carpenter's Crossing South First Addition in the Town of Lawrence (Parcels L-2073, L-2038).

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

7. Recommendation from Plan Commission to approve a Proposed 2 Lot Certified Survey Map at 760-780 Millennium CT (Parcels ED-2313-1, ED-2314).

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

8. Recommendation from Plan Commission to approve a Proposed 1 Lot and 1 Outlot Certified Survey Map at 1900 BLK Commerce DR (Parcel ED-344-102-5).

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

9. Recommendation from the License Committee to approve Liquor License renewal applications for the licensing period of July 1, 2020 to June 30, 2021.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Mike Eserkaln
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

10. Ordinance #20-09 Amending § 2-2(b) De Pere Municipal Code Regarding Location of Polls.

Attachment: 7-7-20 Common Council Minutes_Draft (9821 : Approval of the minutes of the July 7, 2020 Common Council meeting.)

RESULT:	**ADOPTED [7 TO 0]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Kundinger, Ledvina, Nelson, Raasch, Ruh
ABSTAIN:	Jonathon Hansen

11. Resolution #20-72 Authorizing Disbursement of Revised Facade Improvement Grant (600-604 George Street - Parcel ED-961).

Development Services Director Dan Lindstrom reported that the original contractor for the project found a lot more structural damage than expected. This request is for an additional $8,000. Alderperson Hansen thanked the applicant for his willingness to go forward with the renovation despite the complications.

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

12. Resolution #20-73 Authorizing Release of Easement and Grant of Easement for Ingress and Egress (Parcel ED-F0094-1; 675 Heritage Road).

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

13. Resolution #20-74 Authorizing Tenth Amendment to Lease Agreement Between the City of De Pere and Humana Insurance Company.

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

14. Resolution #20-75 Ratifying Mayoral Proclamations Issued from June 13, 2020 to July 3, 2020.

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

15. Consideration and Possible Action on Limiting Use of George Street Plaza for Special Events (Request of Ald. Hanson)

Attachment: 7-7-20 Common Council Minutes_Draft (9821 : Approval of the minutes of the July 7, 2020 Common Council meeting.)

Alderperson Hansen explained the reason for his request, noting that he has received complaints from business owners adjacent to this area. Last year Council approved the Farmers Market request for consumption of alcohol on public ways, and business owners were not given notice of this request. This year because of the pandemic, an application for the alcohol permit has not been submitted, so there has been no opportunity for them to voice their concerns.
Alderperson Raasch moved, seconded by Alderperson Carpenter to not impose any limits on the use of George Street Plaza. Discussion followed regarding potential alternate locations. City Administrator Larry Delo explained how the area was identified in the City's cultural district plan. Mayor Boyd reported that he had received at least two dozen e-mails regarding the topic; he did not read them out at the meeting due to the volume, but noted that they were all forwarded to the alderpersons.
Alderperson Ledvina moved, seconded by Alderperson Kundinger to open the meeting. Upon vote, motion carried unanimously.
Tina Quigley, Executive Director for Definitely De Pere, answered Council members' questions and explained risk reduction steps that are being taken for the Farmers Market during the health crisis.
Dan & Nicole Winske, business owners at 416 George St, spoke against having the Farmer's Market at George St Plaza.
Alderperson Raasch moved, seconded by Alderperson Nelson to close the meeting. Upon vote, motion carried unanimously.

RESULT:	**APPROVED [7 TO 1]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Kundinger, Ledvina, Nelson, Raasch, Ruh
NAYS:	Jonathon Hansen

16. Request to Exempt Brown County Fair from Phase I Event Participation Limits.

City Administrator Larry Delo explained that this request pertains only to the southern third of the fairgrounds owned by the City. Health Director Deborah Armbruster reviewed the current situation with active COVID cases in our area and reiterated staff's concern about waiving the restrictions.

Alderperson Raasch moved, seconded by Alderperson Ruh to exempt the Brown County Fair from the City's Phase I event participation limits.

Discussion followed regarding the status of other county fairs in the state, COVID mitigation plans, and the Fair Association's plans if the Council rejects the request.

Alderperson Carpenter moved, seconded by Alderperson Eserkaln to open the meeting. Upon vote motion carried unanimously. Steve Corrigan and Conrad Liebergen of the Brown County Fair Association answered Council members' questions. De Pere resident and Parks Board member Randy Soquet asked them to address the end result if the request is not approved. De Pere residents Mark Havey and Chris Ziegler, as well as Brown County Tavern League president Don Mjelde spoke in favor of holding the fair.
Alderperson Raasch moved, seconded by Alderperson Nelson to close the meeting. Upon vote, motion carried unanimously.

Attachment: 7-7-20 Common Council Minutes_Draft (9821 : Approval of the minutes of the July 7, 2020 Common Council meeting.)

Discussion followed. Staff noted that they will work with fair organizers on a mitigation/risk reduction plan even if the waiver is not granted.

Alderperson Raasch moved, seconded by Alderperson Carpenter to amend the original motion as follows: to exempt the Brown County Fair from Phase I event participation limits on the City-owned portion of the fairgrounds, with the stipulation that the area be used exclusively for parking and ticketing; that event organizers submit a mitigation plan; and provide a monitor to ensure that participants do not congregate in the area. Upon vote, motion to amend passed unanimously.

RESULT:	**FAILED AS AMENDED [5 TO 3]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Kelly Ruh, Alderperson
AYES:	Dan Carpenter, Dean Raasch, Kelly Ruh
NAYS:	Eserkaln, Hansen, Kundinger, Ledvina, Nelson

17. Discussion and consideration of a proposed Phase 2 reopening of city facilities and programming guidelines.

Alderperson Carpenter moved, seconded by Alderperson Kundinger to approve the Phase 2 reopening plan. After discussion, they rescinded their motion.

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

18. Operator License applications.

Alderperson Carpenter moved, seconded by Alderperson Ledvina to approve Renewal applications #1-67. Upon vote, motion carried unanimously.
Alderperson Carpenter moved, seconded by Alderperson Eserkaln to approve Previously Tabled applications #1-3. Upon vote, motion carried unanimously.
Alderperson Carpenter moved, seconded by Alderperson Ledvina to table Previously Tabled application #4. Upon vote, motion carried unanimously.
Alderperson Carpenter moved, seconded by Alderperson Eserkaln to approve New Operator applications #1-17 and 19. Upon vote, motion carried unanimously.
Alderperson Carpenter moved, seconded by Alderperson Ledvina to table New Operator applications #18 and 20. Upon vote, motion carried unanimously.

19. Voucher approval.

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

20. Future agenda items.

Attachment: 7-7-20 Common Council Minutes_Draft (9821 : Approval of the minutes of the July 7, 2020 Common Council meeting.)

Alderperson Raasch requested a review of the City's state of emergency order.
Alderperson Nelson asked for a review of the start time of Common Council meetings.

21. Consideration and Possible Action on Contracting With Outside Counsel

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

22. Adjournment.

Alderperson Hansen moved, seconded by Alderperson Ruh to adjourn the meeting at 10:08 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

Attachment: 7-7-20 Common Council Minutes_Draft (9821 : Approval of the minutes of the July 7, 2020 Common Council meeting.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 21, 2020**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works allowing James Street brick salvage**

The Board of Public Works at the July 13, 2020 meeting approved allowing residents to salvage bricks from James Street reconstruction and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2020 0713 James Street Brick (PDF)
- Brick Paver Removal Limit (PDF)

CITY OF DE PERE MEMO

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

RE: Consideration and Possible Action on allowing James Street Brick Salvage *

The City of De Pere is reconstructing James Street from Broadway Street to Wisconsin Street this year as part of the streetscaping project. This project includes the removal of all the brick within the project area. Brick is being replaced by concrete. The City has switched from the use of brick to stamped colored concrete throughout the City for new projects.

The Engineering Department has contacted other departments about salvaging the bricks for City use and there is no desire/need. Staff discussed the brick with the contractor, and the contractor is proposing to excavate and discard the brick.

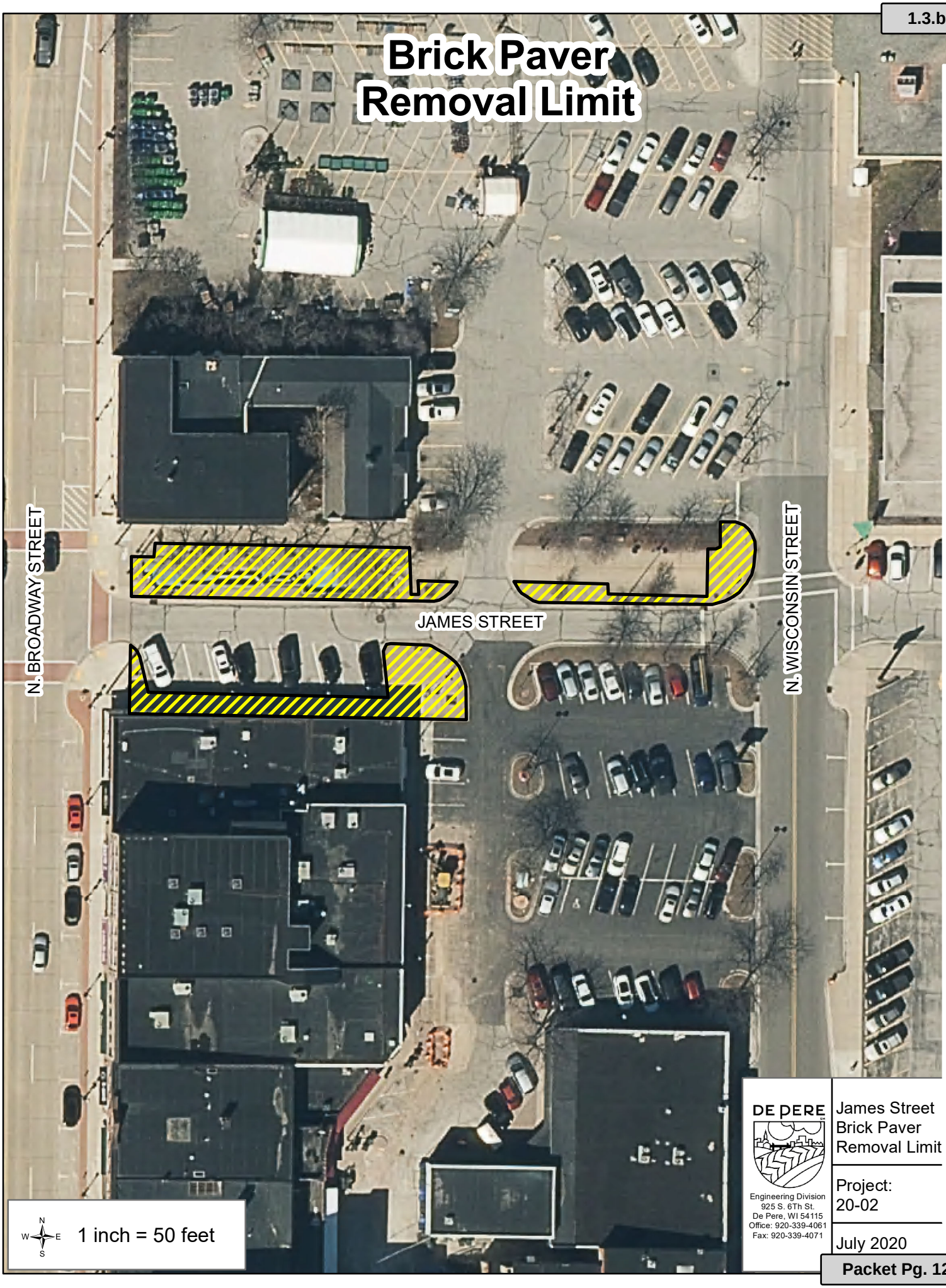
To be more sustainable, staff is recommending that the City allow the brick to be salvaged by private parties. Advertising for the free brick will be directed toward City residents, but we will not be checking residency. The plan is as follows:

- Staff to advertise the free bricks on the City website and Facebook. Interested parties will contact Engineering.
- Engineering will mark the limits of brick removal.
- The contractor is starting with utility construction, which will allow for bricks to be removed during construction or after hours and weekends once construction starts. If there are areas where brick can be removed prior to construction, we will work to facilitate this.

Staff discussed selling the brick, however, there is minimal value in the used brick and it would require staff to monitor brick removal at all times and track payment.

Staff recommendation is to recycle the existing brick by allowing private parties remove and salvage.

Attachment: 2020 0713 James Street Brick (9801 : Recommendation from BOPW allowing James Street brick salvage)



DE PERE

Engineering Division
925 S. 6Th St.
De Pere, WI 54115
Office: 920-339-4061
Fax: 920-339-4071

James Street
Brick Paver
Removal Limit

Project:
20-02

July 2020

Attachment: Brick Paver Removal Limit (9801 : Recommendation from BOPW allowing James Street brick salvage)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 21, 2020**
DEPARTMENT:	**Information Technology**
FROM:	**Steve Massey**
SUBJECT:	**Recommendation of Finance/Personnel Committee for Approval of Microsoft Office 365 Quotation.**

At its meeting on July 14, 2020, the Finance/Personnel Committee voted unanimously to approve this item and move it forward for Council approval.

ATTACHMENTS:

- CDWG - Microsoft Office 365 Quotation (PDF)
- Mayor & Finance Approval of Microsoft 365 Quotation_v1 (PDF)

QUOTE CONFIRMATION

DEAR STEVE MASSEY,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LMPN339	7/2/2020	LMPN339	3179564	$23,280.08

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MS EA O365 E3 GCC P/USER Mfg. Part#: AAA-11894-12-SLG Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog - Software (081419-CDW)	65	3753337	$225.98	$14,688.70
MS EA O365 F1 GCC P/USER Mfg. Part#: 3KS-00001-12-SLG Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog - Software (081419-CDW)	83	3323252	$34.80	$2,888.40
MS EA EXCH ONLINE KIOSK GOV USER Mfg. Part#: 3PS-00001-12-SLG Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog - Software (081419-CDW)	78	3448058	$20.42	$1,592.76
MS EA EXCH ONLINE ARCH G P/USER Mfg. Part#: 4ES-00001-12-SLG Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog - Software (081419-CDW)	151	3069410	$27.22	$4,110.22

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 Days-Govt State/Local

DELIVER TO

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

SUBTOTAL	$23,280.08
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	$23,280.08

Please remit payments to:

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

Need Assistance? CDW•G SALES CONTACT INFORMATION

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

Attachment: CDWG - Microsoft Office 365 Quotation (9818 : Recommendation of F/P Committee for Approval of Microsoft Office 365 Quotation)

This quote 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

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

CITY OF DE PERE MEMO

TO: Mayor James Boyd
Finance/Personnel Committee Members
FROM: Steve Massey, City IT Director
DATE: July 2, 2020
RE: Approval of Microsoft Office 365 Quotation

The current City of De Pere email infrastructure is hosted on premise (on-prem) in the City Data Center. The existing infrastructure is near end of life and a different solution needs to be implemented to continue providing reliable email services.

Staff has reviewed the available cloud hosted email platforms from Google and Microsoft. Based on ease of use and business needs staff is seeking the approval of the Microsoft Office 365 quotation. The annual cost based on a 3 year contract is $23,280 when purchased off the Sourcewell software contract through CDW-G. Purchasing off the Sourcewell software contract is $3,600 less per year than purchasing through local vendors. The annual cost for Microsoft Office 2019 Professional Plus software assurance is $2,950. Funding was approved in the 2020 executive budget. One-time migration fees of $6,340 for Microsoft Office 2019 Professional Plus licenses for shared PC's and $3,500 for implementation services will be funded by roll over funds from the 2019 executive budget. Staff is still in the process of selecting an implementation partner. Please review the cost matrix below for a detailed breakdown.

Microsoft Office 365 Cost Matrix	Year 1	Year 2	Year 3	3 Year Total
One-Time Fee - Microsoft Office 2019 Professional Plus for shared PC's	$6,340			$6,340
One-Time Fee - Implentation Services	$3,500			$3,500
Microsoft Office 2019 Pro Plus Annual Software Assurance		$2,950	$2,950	$5,900
Microsoft Office 365 Annual Subscription	$23,280	$23,280	$23,280	$69,840
Total	$33,120	$26,230	$26,230	$85,580

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

SDM
Attachment
J:\IT\Project\Office 365 Migration\Mayor & Finance - Approval of Microsoft Office 365 Quotation_v1.docx

Attachment: Mayor & Finance Approval of Microsoft 365 Quotation_v1 (9818 : Recommendation of F/P Committee for Approval of Microsoft

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 21, 2020**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Recommendation from the Finance-Personnel Committee to accept a $2,500 Walmart Donation to Police Department**

The police department is requesting a $2,500 donation from Walmart be accepted.

At the May 12, 2020 Finance and Personnel Committee meeting, the committee approved for the police department to solicit from Walmart a possible donation in order to purchase High Gear suits to protect the wearer during defense and arrest tactics training the department conducts on a regular basis.

The donations will be placed in the police general donations account and specifically earmarked for purchasing the specialty suits.

Please accept this generous donation. Thank you

Please contact me if you have any questions.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 21, 2020**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Recommendation from the Finance-Personnel Committee to accept a $1,500 Donation from De Pere Christian Outreach for Police K-9**

The De Pere Christian Outreach has generously donated $1,500 to the De Pere Police Department and earmarked it to go to the K-9 fundraising efforts.

As you may know, the De Pere Police K-9 is funded primarily through community donations and the funds pay for the purchase of the dog, the training for the dog and handler, expenses for ongoing training, and overtime for K-9 related events.

At the July 14, 2020, Finance and Personnel Committee meeting, the committee unanimously approved the donation and forwarded it to the Common Council for final acceptance.

I request you approve and accept the donation. Thank you.

Please contact me if you have any questions.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 21, 2020**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from Finance and Personnel Committee to Waive Public Works Fees for Definitely De Pere Downtown Events**

The Finance and Personnel Committee at the July 14, 2020 meeting approved a request from Definitely De Pere to waive Public Works fees for Downtown events and moved to send it to Common Council for approval. The motion passed with a 5-0 vote.

Definitely De Pere is requesting the City waive fees charged by the Public Works Department for 2020 downtown events. These fees are typically for providing traffic control, providing polycarts for garbage and recycling, and street sweeping if necessary. The costs per event would be $150. It is estimated the fees would be approximately $3,000 depending on the number of events being held. As a 501(c) organization, Definitely De Pere qualifies for a 50% discount. Therefore, the estimate of the total dollar amount to be waived would be $1,500.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 21, 2020**
DEPARTMENT:	**Health Department**
FROM:	**Deborah Armbruster**
SUBJECT:	**Recommendation of Finance/Personnel Committee to Approve Request of Health Director to Increase Hours of Public Health Nurse Position from 24 hours to 40 hours per week.**

At its meeting on July 14, 2020, the Finance/Personnel Committee approved this item by unanimous vote.

ATTACHMENTS:

- Memo to finance re' PHN hour increase (PDF)

Public Health
Prevent. Promote. Protect.

Memo

To: Members of the Finance/Personnel Committee

From: Debbie Armbruster, Health Director/Health Officer
Shannon Metzler, Human Resources Director

Date: July 14, 2020

Re: Increase of Public Health Nurse position hours from 24 hours per week to 40 hours per week effective August 1st, 2020

For the past 2 ½ years we have used 8 hours of emergency preparedness grant funds to increase the PHN's hours from 24 to 32 hours per week. Since March 2020, we are using COVID-19 funding to increase the PHN hours from 32 to 40 hours per week. The COVID-19 funding will last through March 31, 2021. We are not asking for an increase in budget funds as it is currently being covered through grant monies. Due to the recent resignation of one of our nurses, we would like to have this position formally increased to 40 hours per week and to be able to fill the position as such.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 21, 2020**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Recommendation from the Finance-Personnel Committee on a request by Alderperson Kundinger to consolidate acceptance of donations by the Common Council to a quarterly basis.**

The Finance-Personnel Committee voted unanimously to recommend approval at its July 14, 2020 meeting.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 21, 2020**
DEPARTMENT:	**Administration**
FROM:	**Lawrence Delo**
SUBJECT:	**Recommendation from the Finance-Personnel Committee on request of the City Administrator to authorize expenditure under the Routes to Recovery: Local Government Aid Grants program.**

The Finance-Personnel Committee voted unanimously to recommend approval at its July 14, 2020 meeting.

ATTACHMENTS:

- Routes to Recovery - Finance Funding Authorization Request Memo 7-14-20 (PDF)

CITY OF DE PERE
MEMO

To: Finance and Personnel Committee

From: Lawrence M. Delo, City Administrator

Date: July 14, 2020

RE: Routes to Recovery: Local Government Aid Grants – Funding Approval

The City of De Pere is eligible to receive COVID-19 related expenditure reimbursements up to $402,244 from the "Routes to Recovery: Local Government Aid Grants" program. The reimbursement is available for funds expended by the City per the attached program guide which is also available to be viewed at the following link https://doa.wi.gov/Secretary/RRG-ProgramGuidance.pdf. Expenditure reimbursement is available for eligible expenditures where the product has been purchased and paid for or work has been completed and paid for between March 1, 2020 and November 6, 2020.

The Administration is seeking authorization to expend up to $402,244 of City funds from general fund unassigned reserve funds to acquire "Routes to Recovery" reimbursement eligible PPE, equipment, supplies, etc. for the period between March 1, 2020 and November 6, 2020.

Attachment: Routes to Recovery - Finance Funding Authorization Request Memo 7-14-20 (9806 : Routes to Recovery funding authorization

ROUTES TO RECOVERY

Program Guidance for Local Governments

This document provides information on expense eligibility and administrative requirements under the Routes to Recovery: Local Government Aid Grants program (the "Program"). This document provides guidance for local governments; requirements specific to federally recognized tribes will be addressed in a subsequent document.

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PROGRAM OVERVIEW AND STRUCTURE

1.1. How does the Program work?

This Program was created with funding from the federal CARES Act's Coronavirus Relief Fund, which may be used to reimburse necessary, unbudgeted expenditures incurred due to the COVID-19 public health emergency.

Every county, city, village, and town in this State is allocated a portion of the Program funds, which it can withdraw for eligible reimbursements during the Program. (Allocations can be found here.) To draw down its allocation and receive funds, the local government reports its eligible expenditures for reimbursement through the Program's online expense reporter.

There will be three reporting periods—July 1 to 15, September 1 to 15, and November 7 to 18—during which a local government can submit eligible expenditures for reimbursement through the expense reporter. During each reporting period, a local government can make one submission of expenditures for processing and reimbursement. The Department of Administration will process these submissions and reimburse each local government's eligible expenditures from the remaining balance of its allocation.

Example: A village has a $20,000 allocation. During the July reporting period, it submits $8,000 in eligible expenditures in the expense reporter. The Department of Administration processes the submission and pays the $8,000 to the village, leaving $12,000 in the village's allocation. In the September period, the village submits another $7,000 in eligible expenditures. They are again processed and reimbursed, and the village has $5,000 left in its balance for expenditures reported in the November period.

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1.2. When will the expense reporter be available? What information will it require?

The expense reporter is the online portal for local governments to itemize and submit their expenditures for reimbursement from the Program. It will be available on the Program site in mid- to late-June.

For each expenditure, the expense reporter will ask local governments to identify the amount of the expenditure, the date it was paid, which local department or agency paid it (e.g., street department, fire department, etc.), who received the payment, the cost category (from a drop-down menu), and the COVID-19-related nature of the expense. Example entries will be provided within the expense reporter.

1.3. The Program allocates funds to cover expenses of counties, cities, villages, and towns. Should they submit expenses on behalf of their sub-units or departments?

Yes. Departments, offices, and other sub-units of local governments cannot directly submit expenses for reimbursement from the Program, but their expenses can be reported by their local governments in the submission process described in § 1.1. The expense reporter includes a field for the local government to indicate the local department or sub-unit that incurred the eligible cost.

Reimbursement payments will be made directly to local governments, which are responsible for allocating reimbursements among the appropriate local departments or other sub-units that incurred the expenses.

1.4. Can a local government wait until a later reporting period to submit an earlier expense?

Yes. An expenditure can be reported during any of the three reporting periods, so long as it is eligible for reimbursement and it wasn't previously reimbursed. The general eligibility requirements, including the requirement that the expenditures must have incurred from March 1 through November 6, 2020, as described in §§ 2.1 to 2.7 below.

1.5. Can a local government transfer all or part of its allocation balance to another local government?

Yes, a local government can transfer all or part of its allocation balance to another local government (or to the state) using the expense reporter, so long as the transfer is made before the receiving government submits its expense report for the final November reporting period.

1.6. If a local government receives services from another local government, how should they make claims?

The local government that pays the expense in the first instance should be the one to submit the expense in the expense reporter. For example, a county government may provide first-responder services to several towns within its jurisdiction, and it may have incurred eligible expenditures for personal protective equipment. The county can submit those expenses for reimbursement through this Program. The county and towns may wish to coordinate transfers of allocation balances to ensure that the local government incurring the eligible expenditures has a sufficient balance to obtain reimbursement for them through this Program.

1.7. What happens if a local government's eligible expenses are less than its allocation? Can the last reporting period be extended?

The November reporting period cannot be extended, because the state forfeits to the federal government any Program funds still unspent by the end of the year. Any unused balances remaining after the November reporting period will be reallocated by the state for other eligible uses before the year-end federal deadline.

EXPENSES: GENERAL ELIGIBILITY REQUIREMENTS

2.1. What are the federal restrictions on the use of the funds?

The CARES Act imposes four primary limitations on the use of the funds. They may only be used to reimburse **(1) government expenditures that were (2) unbudgeted, (3) necessary to respond to the COVID-19 public health emergency, and (4) incurred on or after March 1, 2020.** The Program is making these funds available for eligible expenditures incurred from March 1 through November 6, 2020.

The U.S. Treasury Department has provided guidance and FAQ responses on eligible uses of the funds, and it has continued to revise those responses on a rolling basis. Note that certain uses authorized in the federal guidance are not authorized for this program due to administrative non-feasibility (see § 2.7).

2.2. Can these funds be used to replace lost revenues?

No. **Under federal law, these funds may only be used to reimburse *expenditures*—not to make up for *lower revenues.*** They can't be used to cover reductions in local tax revenues, the cancellation of revenue-generating events and programs, or other shortfalls in governmental revenues, even if those shortfalls are attributable to COVID-19.

For similar reasons, **local governments can't seek reimbursement of costs that were paid or reimbursed from other federal, state, or third-party funding sources**. For example,

some local governments receive block grants from the U.S. Department of Housing and Urban Development. If they use HUD grants to pay for temporary isolation housing, then they can't "double bill" by reimbursing those same costs through this Program.

2.3. What does it mean for an expense to be "unbudgeted"?

The CARES Act only permits reimbursement of expenses that "were not accounted for" in the last budget a local government approved prior to March 27, 2020 (the date the CARES Act was enacted). That requirement ensures that states and local governments use these funds for unanticipated expenditures, rather than ones they planned to make regardless of the COVID-19 public health emergency. For example, routine costs for cleaning services for public buildings are not eligible for reimbursement because they were anticipated in the local government's pre-emergency budget. But new services or additional supplies needed to mitigate COVID-19 risks would be eligible.

2.4. What does it mean for an expenditure to be "necessary to respond to the COVID-19 public health emergency"?

CARES Act funding may only be used to cover "necessary expenditures incurred due to the public health emergency." Federal guidelines defer to the reasonable judgment of local officials in deciding what public health expenditures are necessary and appropriate for the COVID-19 public health response in their communities. Expenditures that were not made in response to the COVID-19 public health emergency, or that include improvements or other expenditures beyond what can reasonably be considered necessary to address COVID-19-related issues, are not eligible.

2.5. When is an expenditure "incurred"?

Under federal guidance, an expense is not incurred until "the responsible unit of government has expended funds to cover the cost." For that reason, expenditures cannot be submitted for reimbursement until after they've been paid. For recurring expenses, each installment payment should be entered separately in the expense reporter.

2.6. Why does the Program only cover expenditures incurred between March 1 and November 6, 2020?

Under the CARES Act, these funds can only be used for expenditures incurred on or after March 1, and the state must return to the federal government any funds still unspent by the end of the year. The November reporting deadline ensures that any unneeded allocation balances can be redeployed to cover other eligible costs within the state rather than being forfeited to the federal government.

2.7. If funds aren't needed for a local government's own response efforts, can it use them to create its own grant or loan programs for local businesses?

No. Federal law requires the Department of Administration to maintain internal controls and provide reporting for sub-awards of these funds. The Department can meet those obligations for the 1,800-plus local governments that received allocations under this Program, but it can't feasibly oversee internal controls and reporting for a multiplicity of local sub-programs making further sub-awards of the funds. Therefore, even though the CARES Act authorizes grants to businesses as a general matter, this Program does not authorize local governments to use these funds to create sub-award programs of their own.

There are some available statewide programs that use CARES Act funds to provide relief for local business communities, however. The Wisconsin Economic Development Corporation is making $75 million in grants to small businesses. The Department of Agriculture, Trade and Consumer Protection is administering $50 million in aid to Wisconsin farmers. The Department of Health Services is providing $100 million in relief to home- and community-based service providers, nursing homes and assisted living facilities, and emergency medical services providers and $10 million to health clinics. Each of these programs provides direct financial assistance in sectors of the Wisconsin economy that have been especially harmed by the economic consequences of the pandemic.

CATEGORIES OF ELIGIBLE EXPENDITURES FOR EXPENSE REPORTING

3.1. What categories of eligible expenditures appear in the expense reporter?

For reporting and compliance purposes, the expense reporter will have a drop-down menu for local governments to select the appropriate category for each eligible expenditure. Available categories are as follows:

- Emergency operation activities and services related to public health, emergency services, and public safety response
- Paid leave for public health and safety employees to take COVID-19 precautions
- Increased workers compensation costs due to COVID-19
- Medical and protective services and equipment, including PPE
- Testing and contact tracing costs above those covered by existing State programs
- Temporary isolation housing for infected or at-risk individuals
- Cleaning, sanitizing, and other costs of COVID-19 mitigation in public areas and facilities
- Purchases of services or equipment to facilitate telework by public employees
- Meeting local match requirements for expenses submitted for reimbursement by FEMA

These categories are provided for reporting and tracking purposes. All expenditures, regardless of category, must meet the General Eligibility Requirements described in §§ 2.1 to 2.7 above.

3.2. Can I include COVID-19-related expenses not mentioned in the categories or category descriptions below?

Yes. ***If an expenditure meets the General Eligibility Requirements, then it can be included in the expense reporter even if it is not expressly mentioned in this document***. Local governments should use their reasonable judgment, choose the most applicable category for the expenditure, and provide enough description in the expense reporter for outside reviewers to understand how the public health emergency necessitated the expense.

3.3. What is included in the category for "emergency operation activities and services related to public health, emergency services, and public safety response"?

This is a broad category meant to include a wide manner of unanticipated expenditures attributable to the public health emergency, so long as they meet the General Eligibility Requirements described in §§ 2.1 to 2.7 above. It covers unbudgeted expenditures for public health and safety measures undertaken in response to COVID-19, including costs incurred in activating emergency operations centers, carrying out state or local public health orders (such as Safer-at-Home), providing emergency medical transportation or other medical response for COVID-19 cases, and other direct, unbudgeted response costs incurred to maintain public health and safety in the face of this pandemic.

This category includes those payroll expenses described in the next response.

3.4. Are payroll expenses (including overtime and hazard pay) for employees dedicated to COVID-19 response activities eligible for reimbursement as emergency operation activities and services?

Yes, but only for "public safety, public health, health care, human services, and similar employees." Federal guidance presumes that employees in these types of roles are performing services that are substantially dedicated to COVID-19 mitigation and response efforts, unless specific circumstances indicate otherwise. If specific circumstances known to the local government indicate that those employees' work duties were <u>not</u> substantially dedicated to mitigating or responding to the public health emergency, then their payroll expenses are not eligible for reimbursement.

Even though many other categories of government employees are working long hours on issues relating to the public health emergency, current federal guidance does not authorize reimbursement of their payroll costs. Only expenses incurred for COVID-19-related work of

employees performing public safety, public health, health care, human services, and similar roles can be claimed on the expense reporter. Payroll expenses for employees from other departments or divisions who were temporarily redeployed to assist in those roles are eligible for reimbursement, provided (1) the reimbursement is only sought for work hours substantially dedicated to COVID-19 mitigation and response, and (2) the redeployment is documented and acknowledged by the relevant supervisor. Local governments should note the re-deployment when describing the nature of the expense in the expense reporter.

3.5. Which employees qualify as "public safety, public health, health care, human services, and similar employees"?

Federal guidance doesn't say. To reduce later audit risk, in the expense reporter local governments should include only those payroll expenses of employees whose job titles or departments squarely fit the description of public safety, public health, health care, or human services, or who were temporarily redeployed to those roles to meet the needs of the public health emergency. If it's questionable whether an employee's position or department fits that characterization, then that employee's payroll expenses shouldn't be claimed in the expense reporter.

3.6 What qualifies as "hazard pay"?

Federal guidance defines hazard pay as "additional pay for performing hazardous duty or work involving physical hardship" due to COVID-19.

3.7. Are legal expenses for addressing public health orders and other COVID-19-related issues eligible for reimbursement as emergency operation activities?

Yes, but only for added expenditures for legal services from outside counsel. Because in-house government attorneys are not "public safety, public health, health care, human services, or similar employees," overtime paid to them is not eligible for reimbursement under current federal guidance, even if unbudgeted.

3.8. What is included in the category for "paid leave for public health and safety employees to take COVID-19 precautions"?

This category covers the costs of providing public safety, public health, health care, human services, or similar employees with paid sick or family/medical leave (or other types of leave used in lieu thereof) when taken to enable their compliance with public health precautions. This can include leave needed for direct precautions—such as isolation after a known exposure—or compliance with general public health orders, such as childcare obligations due to precautionary school closures.

3.9. What is included in the category for "increased workers compensation costs to the local government due to COVID-19"?

This category covers any increase in the government's costs for workers compensation due to COVID-19. This category applies to increased workers compensation costs across the local government's workforce; for this category federal guidance does not require local governments to delineate between types of public employees. Note that, to be eligible for reimbursement, any increase in workers compensation costs must be attributable to the COVID-19 public health emergency.

3.10. What is included in the category for "purchases of medical and protective equipment and services, including PPE"?

This category covers expenditures for the purchase of additional COVID-19 response supplies and services, including masks and other PPE, for public health and safety measures in connection with the COVID-19 public health emergency. Medical and protective equipment can be distributed to private clinics and providers to meet public health needs in the community.

3.11. What is included in the category for "temporary isolation housing for infected or at-risk individuals"?

This category covers expenditures for temporarily housing infected, exposed, or at-risk individuals who do not need hospitalization but cannot safely isolate at home. Isolation sites or room-rental programs are generally operated with the involvement of local health departments, which can provide wellness checks and seek medical attention for infected individuals whose symptoms worsen.

It is important for counties and cities to check whether their local health departments have incurred isolation and quarantine expenses, because the prior means of funding them are now unavailable. During the duration of the Governor's declared public health emergency, local health departments' isolation and quarantine expenses could be reimbursed by the Department of Health Services under an existing state statute. But the Governor's declaration expired on May 12, and the state statute is no longer applicable. This Program provides a replacement mechanism for local health departments to cover those expenses as this pandemic persists.

3.12. What is included in the category for "testing and contact tracing costs above those covered by existing State programs"?

The state programs described in § 5.1 are meant to cover a broad range of costs associated with local diagnostic testing and contact tracing, but gaps or excess costs may remain. This category is intended to fill any gaps in local government funding for community testing and contact tracing.

This category may also include testing for possible symptoms of the disease, such as temperature screenings at congregate settings, to the extent local officials deem them reasonably necessary.

3.13. What is included in the category for "cleaning, sanitizing, and other costs of COVID-19 mitigation in public areas and facilities"?

This category covers expenditures for cleaning, disinfecting, and mitigating the risk of COVID-19 in public areas and government buildings. It includes the purchase of sanitizers and other cleaning products; additional cleaning services; sneeze guards or other shields to reduce opportunities for transmission; UV or other equipment for disinfection of government facilities; building modifications to enable COVID-19 health precautions, such as installing sanitizer stations or touchless soap/towel dispensers; and other expenses incurred to protect the public health and reduce the risks of transmission in public areas and facilities, so long as the local government determines that those efforts are reasonably necessary due to the public health emergency.

For cleaning and related costs that were budgeted at a certain level but increased due to COVID-19, include only the unbudgeted increase in the expense reporter. The budgeted portion is not eligible for reimbursement under the CARES Act. (See § 2.3.)

3.14. Are COVID-19-related expenses for elections administration eligible for reimbursement through this Program as "cleaning, sanitizing, and other costs of COVID-19 mitigation in public areas and facilities"?

Yes, but other opportunities to fund those costs are also available through the Wisconsin Elections Commission (WEC). (See § 5.1 below.) To stretch their allocations further, municipalities are advised to first seek funding for eligible election administration costs through the WEC program. Election-related expenditures that are not otherwise reimbursed by WEC or other sources may be submitted for reimbursement from this program if they meet the General Eligibility Requirements in §§ 2.1 to 2.7 above.

3.14. What are eligible expenses for "purchases of services or equipment to facilitate telework by public employees"?

This category covers expenditures to enable public employees to perform work duties from home. This can include additional licensing costs, subscriptions, or fees; device purchases or leases; IT contractor costs; and other unbudgeted expenditures that were necessarily incurred to accommodate telework by public employees during the public health emergency.

Bear in mind that expenses that were already anticipated in pre-pandemic budgets are not eligible for reimbursement under the CARES Act; only unanticipated costs beyond those budgeted can be reimbursed. (See § 2.3.) When entering expenses in this category, local

governments should check the budget and take care to enter only those expenses (or portions thereof) that are eligible.

3.15. What are eligible expenses for "meeting local match requirements for expenses submitted for reimbursement by FEMA"?

Local governments are eligible to apply for public assistance grants from the Federal Emergency Management Agency to cover a broad range of COVID-19 response costs. FEMA will reimburse 75 percent of eligible costs for local governments, while state law permits Wisconsin Emergency Management (WEM) to cover up to 12.5 percent. That leaves the local government responsible for the remaining 12.5 percent local match.

The White House has authorized the use of CARES Act funds to cover that local match. The drop-down menu of categories in the expense reporter will include an option for a local government to indicate whether it will be seeking FEMA public assistance to help cover a given expense. If it chooses that category, then only the 12.5 percent local match will be deducted from the allocation and reimbursed. ***If you are planning to seek FEMA public assistance to cover a portion of an eligible expenditure, you must choose this category when entering it in the expense reporter.*** Otherwise the expense may be reimbursed in full by this Program, which would render it ineligible for FEMA reimbursement.

Note that CARES Act funds may only be used to cover the FEMA local match for expenses that meet the General Eligibility Requirements described in §§ 2.1 to 2.7 above.

3.16. How do local governments apply for FEMA public assistance grants?

FEMA provides public assistance grants to reimburse costs of emergency protective measures undertaken by local governments in response to COVID-19. FEMA has created a simplified public assistance grant application for this pandemic and a resource page detailing various COVID-19 response activities that may be eligible for public assistance.

Wisconsin Emergency Management (WEM) is available to assist local governments with the FEMA application process. The WEM website includes a webinar briefing for local applicants, guidance on applying for FEMA public assistance grants. Local governments can email WEM with questions about applying for FEMA public assistance grants.

ADMINISTRATIVE REQUIREMENTS

4.1. Will expenses and reimbursements be subject to public disclosure and audit?

Yes. Expense reporter submissions and reimbursements are public records. The Department of Administration will review expense reporter entries after they are submitted and will audit

random samples of submissions. Reimbursed expenses may also be subject to audit by other agencies, including the U.S. Treasury Department. The Inspector General of the U.S. Treasury Department has the right to recoup the amount of any reimbursed expenditures that fall outside the CARES Act requirements.

4.2. What are the recordkeeping requirements?

Federal guidance requires governments to keep records sufficient to show that their reported expenses meet the eligibility requirements for use of these CARES Act funds.

In this Program, local governments create one such record in the expense reporter. The expense reporter asks the local government to provide the who/what/when for each expense, its eligible category, and its COVID-19-related nature, such as "160 N95 masks for EMS crews." Once submitted with the required certifications (see § 4.4), a local government's expense reporter entries are records sufficient to make a threshold showing that its expenses meet the eligibility requirements of the CARES Act.

Local governments must have back-up documentation for their expenditures, as well, but that supporting documentation is not submitted through the expense reporter. Local governments must retain it and provide it upon request of the Department of Administration or its authorized representatives, independent auditors, or the Inspector General of U.S Treasury Department.

4.3. What types of back-up documentation should be retained?

A local government should keep back-up documentation to support the information it enters in the expense reporter. That includes:

- **Records of the expense itself**, such an invoice, purchase order, payroll or other accounting record, or any other documentation showing the amount of the expense, how and when it was paid, and to whom.

- **Records of the nature or purpose of the expense,** such as an employment record showing eligible reasons for leave or overtime, contracts or change orders describing COVID-19-related services, reports of departments or officials or board or council meeting minutes relating to the expense, email acknowledgments of the purposes, or any other documentation showing that the local government incurred the expense due to the public health emergency.

- **A copy of the local's government's last approved budget prior to March 27, 2020** (the date the CARES Act was enacted).

4.4. Is a local government required to make any certifications when it submits its eligible expenditures for reimbursement?

Yes. When making a submission of expenditures during a reporting period, a local government will be required to certify that those expenditures were unanticipated costs not accounted for in

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the entity's last-approved budget prior to March 27, 2020; that they were, in the reasonable judgment of the public officials responsible for incurring them, reasonably necessary to the COVID-19 public health emergency; and that they meet the other federal eligibility requirements described in this document. If a local government submits an expenditure that fails to meet these requirements and results in funds being recouped by the federal government, the local government may be required to repay the amount received for that expenditure. The certifications and terms will be available for review on the Program site prior to the first reporting period.

4.5. Do reimbursements from this Program count toward the federal single-audit threshold?

Yes. Federal guidance has stated that CARES Act funds provided to local governments qualify as federal assistance for purposes of the Single Audit Act and 2 C.F.R. part 200, subpart f. They count toward the $750,000 expenditure threshold for triggering federal single-audit requirements.

4.6. What is the Catalog of Federal Domestic Assistance (CFDA) number assigned to these funds?

The CFDA number assigned to these funds is 21.019.

4.7. What procurement standards apply?

Expenditures submitted by a local government must comply with its own local procurement processes and standards.

ADDITIONAL RESOURCES

5.1. Is this the only state-run program to aid local governments with COVID-19 response costs?

No. This Program is one of several that uses federal funds to provide resources to Wisconsin's local governments for COVID-19 response efforts, including:

- **PPE distribution.** The state continues to make bulk purchases of personal protection equipment for distribution to health and safety workers, including those employed by local governments. Local governments should communicate PPE needs through their county emergency managers.
- **Testing supplies and services.** The state continues to make testing supplies and services available at no charge to approved medical providers, including local health departments. They can be requested here. Grants will soon be made available to reimburse specimen collection costs, as well.

- **Contact tracing and local health preparedness and coordination.** The state is making additional funds available to tribal and local health departments to aid their efforts to expand contact tracing, local testing coordination, and preparedness planning. Further details are available from the Wisconsin Department of Health Services.
- **Elections administration.** The Wisconsin Elections Commission is making funding available to municipalities to help cover additional elections administration costs incurred due to COVID-19. The expenditure deadline for this funding under the WEC program is later than the deadline for this Program, so the WEC program is especially helpful for covering additional costs relating to this November's election.

The FEMA public assistance program (see § 3.16) and Wisconsin's business, farming, and provider assistance programs (see § 2.7) are also available to help local communities, and further programs may be added to address localized outbreaks or other public health needs as this pandemic continues.

This Program is meant to supplement these other efforts, not supplant them. Local governments should make full use of those other programs to help cover their COVID-19 response costs.

5.2. What other resources are available?

The Program website is the home for official Program materials and the expense reporter. The Program will also provide updates by email; to be added to the list-serve, send a blank message to subscribe-covidgovgrant@lists.wi.gov. Questions can be emailed to covidgovgrant@wisconsin.gov.

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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 21, 2020**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Recommendation from the License Committee on Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor License renewal applications for the licensing period of July 1, 2020 to June 30, 2021.**

ATTACHMENTS:

- Liquor License Renewals List_7-21-20(PDF)
- Liquor License Renewal Applications_7-21-20 (PDF)

July 21, 2020 License Committee Meeting

Renewal Applications for Class “B” Fermented Malt Beverage Licenses and “Class B” Liquor Licenses for the licensing period of July 1, 2020 to June 30, 2021.

CLASS “B” BEER & “CLASS B” LIQUOR

1. Eat30 Café, LLC (DBA Eat30 Café), 124 N Broadway Suite BB. Submitted by Eat30 Café LLC, Agent: Lia Xiong, Green Bay WI.

2. Harp and Eagle Limited (DBA The Ennis Inn/Chateau De Pere), 201 James St. Submitted by Harp and Eagle Limited, Agent: Lucas Compton, De Pere WI.

Attachment: Liquor License Renewals List_7-21-20 (9820 : Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor License)

Renewal Alcohol Beverage License Application

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

For the license period beginning: July 1, 2020 (mm dd yyyy) ending: June 30, 2021 (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of De Pere

County of Brown

Aldermanic Dist. No._____ (if required by ordinance)

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

Applicant's Wisconsin Seller's Permit Number	
456-103091784-02	
FEIN Number	
TYPE OF LICENSE REQUESTED	**FEE**
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30 -
TOTAL FEE	$

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Xiong	Lia		
Xiong	Thai		

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
EAT 30 Cafe, LLC	

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

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Xiong	Lia		

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name Eat 30 Cafe, LLC Business Phone Number 920-632-6332
2. Address of Premises 124 N. Broadway Ste #BB Post Office & Zip Code De Pere, WI 54115
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? . . . . . Yes ☒ ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) See attach

Attachment: Liquor License Renewal Applications_7-21-20 (9820 : Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor License)

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

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

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

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

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

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Xiong, Lia	Owner	6/3/2020
Signature	**Phone Number**	**Email Address**
Lia Xiong	920-327-0236	cat30cafe@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
6/11/20		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Attachment: Liquor License Renewal Applications_7-21-20 (9820 : Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor License)

The building is leased to EAT30 Cafe LLC by landlord Lee Building Corporation, which consisting of approximately 1000 square feet with the front of restaurant open space for dinning and kitchen on rear side and a common share rest room with the whole building. The Property is situated at 124 N. Broadway Street, East De Pere, WI 54115 and describes as Suite BB. The restaurant will service Asian Ramen food along with other Asian cuisine food. Customers can eat in or take out with a fast food style of servicing as well. Alcohol beverages are to be store at the back refrigerator of the restaurant. Most beverages that we want to carry are Soju, Sake, Wine and Beer (Domestic and Import). For example: eating Korean/Japanese Ramen along with drinking Soju or Sake or eating Pho with beer.

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07/01/2020 *(mm dd yyyy)* ending: 07/01/2021 *(mm dd yyyy)*

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of } De Pere

County of Brown

Aldermanic Dist. No. _____ (If required by ordinance)

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

Applicant's Wisconsin Seller's Permit Number	
456-0001720493-04	
FEIN Number	
TYPE OF LICENSE REQUESTED	**FEE**
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30 pa Lett 15332
TOTAL FEE	$

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (If different from licensed premises)
Harp and Eagle Limited	234 S Washington Green By Wi 54301

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

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
~~Odwanny~~ Compton	~~Kelly~~ ~~CARY~~ Lucas	~~JAMES~~	

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Odwanny	~~Kelly~~ CARY	JAMES	
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name: Radke	(First): Dennis	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name: Radke	(First): Dennis	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name: Odwanny	(First): Sean	(Middle Name): DENIS	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

1. Trade Name: The Ennis Inn — Business Phone Number: 920-347-0007
2. Address of Premises: 201 James Street — Post Office & Zip Code: 54311
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ..... Yes ☒ ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

   Hotel, Bar, Restauraunt

Attachment: Liquor License Renewal Applications_7-21-20 (9820 : Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor License)

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

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

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

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

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

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

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

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

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

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

Contact Person's Name (Last, First, M.I.)	Title / Member	Date
Signature [illegible]	Phone Number 920-366-8412	Email Address ripodw@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date license granted
6/24/20		
License number issued	**Date license issued**	**Signature of Clerk / Deputy Clerk**

Attachment: Liquor License Renewal Applications_7-21-20 (9820 : Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor License)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 21, 2020**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #20-76 Approving Agreement for Consulting Services Between the City of De Pere and Dixon Engineering, Inc. (T-Mobile Wireless Antenna Installation - 9th Street Water Tower).**

The Board of Public Works at the July 13, 2020 meeting approved Engineering Technical Services with Dixon Engineering regarding installation of T-Mobile's Wireless Antennae Facilities on 9th Street Water Tower and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

The City received a request from T-Mobile regarding installation of wireless antennae facilities on the City's 9th Street water tower. As part of this request, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water tower with the work being proposed by T-Mobile. Staff has received payment from T-Mobile for funding the engineering services (See attached engineering agreement) to be performed by Dixon Engineering.

Staff recommends approving the engineering services agreement with Dixon Engineering for the T-Mobile's wireless upgrade on the 9th Street water tower.

ATTACHMENTS:

- Reso20-76 (DOCX)
- Exhibit 1-De Pere 9th Street T-Mobile (ML94452) Proposal June 2020 (rev) (PDF)

RESOLUTION #20-76

APPROVING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND DIXON ENGINEERING, INC.
(T-Mobile Wireless Antenna Installation – 9th Street Water Tower)

WHEREAS, the City is in need of engineering technical services regarding T-Mobile wireless antenna facilities installation on the 9th Street Water Tower; and

WHEREAS, Dixon Engineering, Inc. has available and offers to provide personnel and equipment necessary to accomplish the engineering technical services within the required timeframe.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and City Clerk are authorized and directed to execute the Proposal/Contract Agreement for consulting services between the City of De Pere and Dixon Engineering, Inc. as is attached hereto as Exhibit 1, provided that T-Mobile has paid to the City Treasurer the sum due and owing under such contract prior to execution thereof.

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 July, 2020.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 7/13/2020

Attachment: Reso20-76 (9802 : Reso #20-76 Eng Tech Services Regarding Installation of T-Mobile's Wireless Antennae Facil)

DIXON
ENGINEERING & INSPECTION SERVICES FOR THE COATING INDUSTRY

4811 S. 76th Street
Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

Proposal/Contract Agreement for Antennas

City of De Pere / T-Mobile (ML94452B) Upgrade
250,000 Gallon Legged 9th Street 49-05-11-02

The agreement is between Dixon Engineering, Inc. (DIXON) and **City of De Pere, Wisconsin** (OWNER) to contract with DIXON for technical services for **T-Mobile** (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 Payment

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of **Four Thousand Nine Hundred** dollars **$4,900**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Design Review, Attend a Precon Meeting, and Installation Inspections

3.01 SIGNATURES

Joseph T. Hoban, Vice President — June 21, 2020
PROPOSED by DIXON (Not a contract until approved by an officer) — PROPOSAL DATE

_____
CONTRACT APPROVED by OWNER — POSITION — DATE

_____
CO SIGNATURE (if required) — POSITION — DATE

_____
CONTRACT APPROVED by DIXON OFFICER — EFFECTIVE CONTRACT DATE

Members: Society of Protective Coatings • American Water Works Association • Consulting Engineers Council

Attachment: Exhibit 1-De Pere 9th Street T-Mobile (ML94452) Proposal June 2020 (rev) (9802 : Reso #20-76 Eng Tech Services Regarding

4.01 ADDITIONAL SERVICES

A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.

B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.

C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.

D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:
   1. For cause,
      a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
      b. By DIXON upon seven days written notice:
         1) If Owner fails to pay invoices by 60 days.
         2) Upon seven(7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
         3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
         4) DIXON shall have no liability to Owner on account of such termination.

Attachment: Exhibit 1-De Pere 9th Street T-Mobile (ML94452) Proposal June 2020 (rev) (9802 : Reso #20-76 Eng Tech Services Regarding

2. For Convenience,
   a. By OWNER effective upon the receipt of notice by DIXON.

B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

Attachment: Exhibit 1-De Pere 9th Street T-Mobile (ML94452) Proposal June 2020 (rev) (9802 : Reso #20-76 Eng Tech Services Regarding

C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.

F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.

H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

Attachment: Exhibit 1-De Pere 9th Street T-Mobile (ML94452) Proposal June 2020 (rev) (9802 : Reso #20-76 Eng Tech Services Regarding

SCHEDULE A

City of De Pere / T-Mobile (ML94452B) Upgrade
250,000 Gallon Legged 9th Street 49-05-11-02

I. Design Drawings and Structural Calculations Review:
   a. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal are included.

II. Site Work for:
   a. Attend and participate in a Preconstruction Meeting.
   b. Perform Installation inspections as the project progresses and or a final post inspection to compare with design criteria. These inspections include letter report and photographs.

Attachment: Exhibit 1-De Pere 9th Street T-Mobile (ML94452) Proposal June 2020 (rev) (9802 : Reso #20-76 Eng Tech Services Regarding

SCHEDULE B

City of De Pere / T-Mobile (ML94452B) Upgrade
250,000 Gallon Legged 9th Street 49-05-11-02

I. PAYMENT

a. When service is rendered Owner shall pay DIXON the following line item prices:

i. Schedule A, Item I, Design Drawings and Structural Calculations Review, the lump sum of $**1,450**.

b. Owner shall pay DIXON the following line items times the number of units used:

i. Schedule A, Item II

1. **(1)** Preconstruction Meeting $**1,150** per meeting
2. **(2)** Installation Inspections $**1,150** per inspection

II. INVOICES

a. Invoices will be compiled monthly.

b. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

Attachment: Exhibit 1-De Pere 9th Street T-Mobile (ML94452) Proposal June 2020 (rev) (9802 : Reso #20-76 Eng Tech Services Regarding

Schedule C
Employee Billable Rates and Terms
Antennas

Labor Class	Per Hour	Overtime Rate*
Principal	$255.00	
Project Manager	$153.00	$230.00
Engineer	$158.00	$237.00
CWI Welding RPR	$168.00	$248.00
DIXON Level 3 or NACE certified Level 3 RPR	$107.00-$138.00	$161.00-$207.00
DIXON Level 2 or NACE Level 2 RPR	$92.00-$117.00	$138.00-$176.00
DIXON Level 1 or NACE Level 1 RPR	$87.00-$97.00	$131.00-$146.00
Contract Support Staff	$112.00-$138.00	$168.00-$207.00

Expenses	Metropolitan	Out-State
Mileage	$0.70/mile + tolls	$0.60/mile
Lodging	$120.00 per diem	$110.00 per diem
Meals	$47.00 per diem	$40.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2020 (Revised: 8/6/2019)

Attachment: Exhibit 1-De Pere 9th Street T-Mobile (ML94452) Proposal June 2020 (rev) (9802 : Reso #20-76 Eng Tech Services Regarding

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 21, 2020**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Resolution #20-77 Authorizing Submission of Wisconsin Economic Development Corporation Community Development Investment Grant Application (Cobblestone Hotels).**

At its meeting on June 9, 2020, the Finance/Personnel Committee unanimously approved the redevelopment agreement terms with Cobblestone Hotels for a commercial development at the southeast corner of the intersection of Main Avenue and South Fifth Street. As part of the terms, the City is seeking to apply for a Wisconsin Economic Development Corporation Community Development Investment grant in the amount of $250,000.

ATTACHMENTS:

- Reso20-77 Revised (PDF)
- Exhibit A-APP(C)-1.0 (08_2018) (DOCX)
- Exhibit A (2)- APP(C)-CDI-4.0 (05_2017) (DOCX)

RESOLUTION #20-77 (Revised)

AUTHORIZING SUBMISSION OF WISCONSIN ECONOMIC DEVELOPMENT
CORPORATION COMMUNITY DEVELOPMENT INVESTMENT GRANT APPLICATION
(De Pere Hotel Group, LLC)

WHEREAS, the Wisconsin Economic Development Corporation (WEDC) Community Development Investment Grant (CDI) is a state program for municipal applicants which is intended to support 'shovel ready, catalytic projects' in Wisconsin communities to spur economic development; and

WHEREAS, De Pere Hotel Group, LLC has requested that the City of De Pere (City) apply for the CDI grant to assist it in the purchase and in-fill development of 400 Main Avenue (WD-287), 473 Main Avenue (WD-286), 499 Main Avenue (WD-283) and 109 S. Fifth Street (WD-284) from a privately owned surface parking lot to a signature multi-story hotel and chophouse; and

WHEREAS, the City is interested in assisting De Pere Hotel Group, LLC by making an application for the CDI grant upon the terms and conditions of the attached grant application, incorporated herein as Exhibit A.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Director of Development Services is authorized to submit the WEDC CDI grant application for funding the above described activities and accept any grant funding awarded.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of July, 2020.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

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

Attachment: Reso20-77 Revised (9813 : Reso #20-77 Authorizing CDI Grant Submission for Cobblestone Hotels)

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

COMMUNITY APPLICATION

SECTION I-APPLICANT INFORMATION	
Legal Entity: ☐City ☐Town ☐Village ☐County ☐Tribal Entity ☐Nonprofit (Attach copies of IRS documents showing acceptance of Federal Tax Exempt Status) ☐Other Governmental Unit	
Legal Name:	
Trade Name:	
Mailing Address:	**City, State, Zip:**
FEIN: **DO NOT ENTER SSN** (Federal Employee Identification Number – Tax ID or Social Security Number)	**NAICS:**
Fiscal Year End Date:	**Check box if W-9 is attached to the application** ☐
Website URL:	**Phone:**
Chief Elected Official:	**Title:**
Phone:	**Email:**
CONTACT	
Local Government Contact:	**Title:**
Email:	**Phone:**
Mailing Address:	**City, State, Zip:**
Non-Government Contact:	**Title:**
Email:	**Phone:**
Mailing Address:	**City, State, Zip:**
Contracting Contact:	**Title:**
Email:	**Phone:**
Mailing Address:	**City, State, Zip:**

SECTION II-INFORMATION ON LEGAL PROCEEDINGS	
Has the applicant been involved in a lawsuit in the last 5 years?	☐Yes ☐No
Has the applicant been involved in a bankruptcy or insolvency proceeding in the last 10 years, or are any such proceedings pending?	☐Yes ☐No
Has the applicant been charged with a crime, ordered to pay or otherwise comply with civil penalties imposed, or been the subject of a criminal or civil investigation in the last 5 years?	☐Yes ☐No
Does the applicant have any outstanding tax liens?	☐Yes ☐No
Please attach a detailed explanation of any YES responses.	

SECTION III-STATE REQUESTS FOR BID OR PROPOSAL	
Are you aware of any State of Wisconsin request(s) for bid or request(s) for proposal to which the applicant intends to respond, or to which the applicant has recently responded? **If yes, please provide the following:** **a. Identify the bid or request for proposal** (e.g., bid number, or general description or title). **b. Identify the state agency or public entity to which you are submitting the bid or proposal.** **c. Explain the status of the bid or proposal (e.g., recently submitted; considering submission; in current negotiations).** **Please note that if you answer "yes" WEDC may not be able to discuss potential financial assistance until the request for bid or request for proposal process has been completed.**	☐Yes ☐No

Attachment: Exhibit A-APP(C)-1.0 (08_2018) (9813 : Reso #20-77 Authorizing CDI Grant Submission for Cobblestone Hotels)

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

CERTIFICATION STATEMENT

THE APPLICANT CERTIFIES TO THE BEST OF ITS KNOWLEDGE:

1. The information submitted to the Wisconsin Economic Development Corporation (WEDC) in this application, and subsequently in connection with this application, is true and correct.

2. The applicant is in compliance with applicable laws, regulations, ordinances and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity or inadequate capital to complete the project.

3. The applicant is not in default under the terms and conditions of any grant or loan agreements, leases or financing arrangements with its other creditors that could have an adverse material impact on the project.

4. WEDC is authorized to obtain background checks including a credit check on the applicant and any individual(s) with 20% or more ownership interest in the applicant company.

5. The applicant has disclosed, and will continue to disclose, any occurrence or event that could have an adverse material impact on the project.

THE APPLICANT UNDERSTANDS:

1. This application and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, §19.31 et seq. The applicant may mark documents "confidential" if the documents contain sensitive information.

2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.

3. Authorization to Receive Confidential Information. The applicant hereby authorizes the Wisconsin Economic Development Corporation ("WEDC") to request and receive confidential information that the applicant has submitted to, including any adjustments to such information by, the Wisconsin Department of Revenue ("DOR") and the Wisconsin Department of Workforce Development ("DWD"), and to use such information solely for the purposes of assessing the applicant's performance for the duration of the economic development project and ensuring that WEDC is properly administering or evaluating economic development programs. With regard to the information contained in the DWD unemployment insurance files, WEDC may access the following for the 8 most recent quarters: the quarterly gross wages paid to the applicant's employees; the monthly employee count; and the applicant's FEIN, NAICS code, and legal and trade names. The applicant also authorizes WEDC to share information submitted to WEDC by the applicant with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the applicant's performance under their specific economic development program and the impact of WEDC economic development programs. Records exempted from public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.
   ☐**Yes** ☐**No** I certify that incentive assistance is needed to ensure this project will happen in Wisconsin. Please provide details below:

Signature: _____ Date:
(Authorized Representative of Applicant Organization)

Printed Name: Title:

Applicant Organization Name:

Attachment: Exhibit A-APP(C)-1.0 (08_2018) (9813 : Reso #20-77 Authorizing CDI Grant Submission for Cobblestone Hotels)

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

COMMUNITY DEVELOPMENT INVESTMENT

SECTION A-REDEVELOPMENT NARRATIVES		
Reference Required Supporting Documentation as needed.	Included ✓	Attachment #
1. **Project Description and Impact on Community (three-page limit)**: a. Describe the project, its implementation and the significance of this project to the community. b. Describe any public/private partnerships developed and the extent to which the applicant can ensure that all of the activities outlined within this application will be undertaken. (e.g., capacity of applicant and partners, conditions of loan agreements, status of development agreements, etc.) c. Which eligible activity/ies does this project fall under? ☐Building renovation ☐New construction ☐Historic preservation ☐Infrastructure reinvestment ☐Demolition ☐Professional services (planning request only) d. Describe the potential of the project to enhance the economic viability of the community (e.g., tax base growth, job creation, stimulation of private investment). The response should detail the potential for both temporary and permanent jobs at the project site as well as the potential for job creation to occur in the area. To the extent possible, provide detail on the potential types of jobs, wage rates and health benefits associated with the jobs that are identified. e. Describe the potential for the project to promote economic development in the neighborhood, community, county and/or region. f. Describe the potential for the project to act as a catalyst for additional commercial development or investment.	☐	
2. **Financial Justification** (two-page limit): a. Describe the various methods that will be used to fund the project and include the progress of establishing or receiving funds. b. Describe the financial need for grant funding that cannot be met through private sector sources (e.g., traditional financing, equity investment or donor support), public sector support (e.g., RLF financing, TIF financing, and public borrowing) or a reduction in the scope of the project.	☐	
3. **Previous Planning Efforts** (two-page limit): a. The extent to which this project is included in and/or complements previous regional or municipal planning efforts (please reference section and page numbers of the plan). b. The extent to which the project supports best practices for smart growth and best practices for downtown redevelopment, and the extent to which it has community-wide support.	☐	
4. **Readiness to Proceed** (two-page limit): a. Describe past and planned project activities, with timelines. Include the planning process, site control, environmental condition and a project implementation schedule. b. Provide detailed descriptions of property transactions intended to	☐	

Attachment: Exhibit A (2)- APP(C)-CDI-4.0 (05_2017) (9813 : Reso #20-77 Authorizing CDI Grant Submission for Cobblestone Hotels)

occur over the next 5 years. c. Describe financing commitments and any contingencies that apply.		

SECTION B-SITE DETAILS	
Location: ☐City ☐Town ☐Village:	**County:**
Street Address:	**Project NAICS:**
Site Size (Acres):	**Current Zoning:**
Proposed Zoning:	**Current Assessed Value: $**
Projected Assessed Value: $	**Current Owner of Property:**
Start Date:	**End Date:**
Project Description: Explain any other factors that should be considered in evaluating this project (e.g., impact on Wisconsin suppliers, national/international sales, and other prospects for future expansions, etc.)	
Is the project located in a TID? ☐Yes ☐No	**If yes, creation date:**
Is the project located in a disaster area, as declared by state or federal authorities? ☐Yes ☐No **If yes, was the declaration within 24 months prior to submitting an application? ☐Yes ☐No** **If yes, date of declaration:**	
Does the applicant or end user currently own the property on which work is to occur? ☐Yes ☐No **If no, how do you have or expect to obtain ownership or access to the property?**	
☐**Condemnation**	**Timeframe:**
☐**Tax Delinquency**	**Timeframe:**
☐**Purchase** (attach purchase agreement or option)	**Timeframe:**
☐**Development Agreement**	**Timeframe:**
☐**Other:**	**Timeframe:**
If applicant will not own the property, what entity will/does?	

Current Site Ownership:	**Phone:**	**Email:**
Final Site Ownership:	**Phone:**	**Email:**
Will the current owner, or applicant expecting to obtain ownership, remain the legal owner of the project site for 5 years following receipt of the award? ☐Yes ☐No		

SECTION C-REQUIRED SUPPORTING DOCUMENTATION		
Please include the following attachments:	Included ✓	Attachment #
1. **Resolution:** A signed resolution by the governing elected body authorizing the submittal of an application to the CDI Grant Program.	☐	
2. **Map:** A map indicating the project location within its municipal jurisdiction and any specially designated federal, state or local economic or taxation zone encompassing the project site; photographs of the site and surrounding area	☐	
3. **Budget Narrative:** A narrative describing each line item included in the project budget	☐	
4. **Cost Estimates:** A detailed copy of any cost estimates or bidding conducted for costs listed in the project budget, or a detailed explanation of the basis for all costs	☐	
5. **Development Agreement:** A copy of any applicable development agreement with private parties benefiting from project implementation (if not yet signed, a signed copy must be submitted prior to first disbursement)	☐	
6. **Financing Commitments:** Documentation that demonstrates the success of obtaining financing (e.g., commitment letters from lending institutions, municipal resolutions for financing or TID creation); must be submitted prior to first disbursement	☐	

Attachment: Exhibit A (2)- APP(C)-CDI-4.0 (05_2017) (9813 : Reso #20-77 Authorizing CDI Grant Submission for Cobblestone Hotels)

7. **Organization:** A chart illustrating the ownership, development and financing organization structure of the project, naming all entities committed at the time of submission and showing ownership percentages for any individual or entity involved. For any committed end users or partners having any ownership in the property, provide a history of the individual or company's operations with resumes detailing relevant experience and involvement, and percentage of ownership if applicable.	☐	
8. Statements from community, public and community development leaders that support the project proposed for funding	☐	

SECTION D-REAL ESTATE PRO FORMA INFORMATION (if applicable)	
1. What is the market rate for triple net* rent in the project's market?	
2. What is the project's average triple net rent?	
3. If the project's rent is less than general market conditions, please provide an explanation of why:	
4. How much equity is the development entity investing in the project?	
5. What is the anticipated vacancy rate?	
6. How much debt can the project service at what rate and term with what minimum debt coverage ratio?	
7. What is the average rate of return for the first five years of the project once the building is placed in service? a. Please define the formula utilized to determine the rate: b. If the project does not provide a return on investment, please explain how the development entity anticipates covering the costs associated with the development:	

* Triple net rent is the base rent that does not include any utility, common area, maintenance, insurance or taxes.

Attachment: Exhibit A (2)- APP(C)-CDI-4.0 (05_2017) (9813 : Reso #20-77 Authorizing CDI Grant Submission for Cobblestone Hotels)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 21, 2020**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Resolution #20-78 Approving Reclassification of the Health Department Office Assistant Position to Administrative Assistant and Adjustment to Compensation Plan Grade Level.**

ATTACHMENTS:

- Reso20-78 (DOCX)
- memo to finance and Council reclassify Health Dept Officer Assistant (DOCX)
- Job Classification - Office Assistant (Health) 06292020 (PDF)

RESOLUTION #20-78

APPROVING RECLASSIFICATION OF THE HEALTH DEPARTMENT OFFICE ASSISTANT POSITION TO ADMINISTRATIVE ASSISTANT AND ADJUSTMENT TO COMPENSATION PLAN GRADE LEVEL

WHEREAS, the Health Department wishes to reclassify its Office Assistant position to that of Administrative Assistant within the City's Classification and Compensation Plan ("Plan") due to an increase in responsibilities as a result of the COVID-19 pandemic; and

WHEREAS, in order to maintain the policies and goals of the Plan, the City has utilized the services of its compensation consultant, Carlson Dettmann Consulting ("Consultant") to perform a market study/review based upon the change in responsibility, and Consultant recommends that the position be moved from Grade F to Grade G of City's Plan Grade Order List; and

WHEREAS, the Department has sufficient funding for the increase in pay level due to a recent vacancy within the Department; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby amends its Classification and Compensation Policy by reclassifying the position of Health Department Office Assistant to Administrative Assistant, with a corresponding pay grade adjustment from Grade F to Grade G of said Plan Grade Order List.

BE IT FURTHER RESOLVED THAT:

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

Attachment: Reso20-78 (9810 : Reso #20-78 Approving Reclassification of Health Dept. Office Asstt to Admin Asst and Pay Increase)

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of July, 2020.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 7/14/2020

Attachment: Reso20-78 (9810 : Reso #20-78 Approving Reclassification of Health Dept. Office Asstt to Admin Asst and Pay Increase)

Memo City of De Pere

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
Re: Recommendation to reclassify the Health Dept. Office Assistant to Administrative Assistant and increase pay level
Date: July 14, 2020

Note: At the July 14, 2020 Finance/Personnel Committee the below recommendation was approved unanimously.

The Office Assistant in the Health Department requested the duties of their position be reviewed due to an increase in responsibility. City policy allows for positions to be reviewed if there has been a significant increase in responsibility. The City then works with the City's compensation consultant to determine if the change in responsibility warrants the position to be reclassified into a higher pay grade level.

The job duties of the Health Department Office Assistant position have increased minimally over the years but has recently elevated with an increase in responsibility related to the COVID-19 pandemic. If the new pandemic responsibilities would be discontinued, it is intended that additional higher level responsibilities would replace that work. The City's compensation consultant, Patrick Glynn, with Carlson Dettmann LLC has reviewed the change in responsibility and is recommending that the position be reclassified to pay grade G. Please see attached recommendation.

- **Current** Pay Grade Level F $18.43-$21.04 (Control Point) $25.25 (Max)
- **Proposed** Pay Grade Level G $20.43-$23.35 (Control Point) $28.03 (Max)

The department has adequate funding to cover the increase in pay level due to the recent Health Department Nurse vacancy.

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

Thank you.

CARLSON DETTMANN CONSULTING
A Cottingham & Butler Company

June 29, 2020

MEMORANDUM

TO: Shannon Metzler, Human Resources Director
FR: Patrick Glynn, Senior Consultant

RE: Job Classifications – Office Assistant

The City requested we evaluate job documentation provided for the classification of Office Assistant in the Health Department.

Our first impression of the revised documentation is that much of it is providing greater explanation of existing duties, as opposed to a substantial shift in focus of the job. There certainly are changes to classification, which we have analyzed and will discuss in the following paragraph.

Many of the described duties, as noted before, align with prior ratings. Further, it appears that some of the duties are slightly overstated, as evidenced by the supplemental comments, but we do recognize that there are greater complexities that have been brought to the forefront with the recent and ongoing COVID-19 pandemic. While we have concerns as to whether or not the same duties will be required once the pressures of this virus subside, we have to trust that City has taken this into account in the submission of the revised job documentation. The duties are reflective of the fact that the employee is expected to take less of a passive role, and is expected to be more proactive in its interactions with the department's data as well as the stakeholders (e.g. data tracking and reporting, initial interactions with customers/clients, coordinating services/processes, entry-level accounting, etc.).

Our analysis leads us to the recommendation to revise the ratings for "Formal Preparation and Experience", "Decision-Making", and "Thinking Challenges", and to place this classification at Grade G of the wage structure.

Please let me know if you any questions.

Patrick Glynn
patrick.glynn@carlsondettmann.com
920.629.4743

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 21, 2020**
DEPARTMENT:	**Fire Department**
FROM:	**Lea Taylor**
SUBJECT:	**Resolution #20-79 Approving Memorandum of Understanding with the De Pere Professional Firefighter's Association IAFF Local 141 Regarding Overtime Call-In Procedure.**

ATTACHMENTS:

- Reso20-79 (DOCX)
- MOU BETWEEN CITY AND IAFF LOCAL 141 REGARDING OT CALL PROCEDURE (PDF)
- Overtime MOU (PDF)
- Overtime Article 9 (PDF)
- Overtime Attachment A (PDF)

RESOLUTION #20-79

APPROVING MEMORANDUM OF UNDERSTANDING WITH THE
DE PERE PROFESSIONAL FIREFIGHTER'S ASSOCIATION IAFF LOCAL 141
REGARDING OVERTIME CALL-IN PROCEDURE

WHEREAS, the City of De Pere and the De Pere Professional Firefighter's Association IAFF Local 141 ("Union") are parties to a Collective Bargaining Agreement ("CBA") covering the years 2018 through and including 2020; and

WHEREAS, the parties are interested in entering into the attached Memorandum of Understanding ("MOU") regarding changes to Article 9/Attachment A to the CBA pertaining to overtime and scheduled overtime procedure; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Fire Chief, Human Resources Director and City Attorney are authorized and directed to execute the attached Memorandum of Understanding Between the City of De Pere and the De Pere Professional Firefighter's Association IAFF Local 141 Regarding Overtime Call-in Procedure.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of July, 2020.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 7/14/2020

Attachment: Reso20-79 (9812 : Reso #20-79 Approving MOU between City & IAFF Local 141 Regarding OT Call In Proc)

Memo

To: Honorable Mayor James Boyd
Members of the Finance & Personnel Committee

From: Alan Matzke, Fire Chief AGM

Date: July 7, 2020

Re: Consider Memorandum of Understanding between the City of De Pere and IAFF Local 141 Regarding Overtime Call In Procedure

---

The Fire Department is requesting your approval of this Memorandum of Understanding between the City of De Pere and the De Pere Professional Firefighter's Association IAFF Local 141 regarding the scheduled overtime procedure described in Attachment "A" included in the Collective Bargaining Agreement.

The Collective Bargaining Agreement between the City and the Association is in effect through 2020 and it contains language regarding overtime that dates back twenty plus years. City staff has been working with the Association to develop a process to improve efficiency and management of overtime.

Attached is an MOU describing the process and if implemented this will give both parties a chance to trial this process in advance of negotiating a successor agreement.

The primary advantage of this proposed process is the implementation of existing technology called Crewsense. Crewsense is staffing and scheduling software the department currently utilizes for all daily scheduling and staff management.

Utilizing Crewsense to notify staff of overtime opportunities by instantly alerting and administration can immediately assure the vacancy is filled. This improvement could make the process more timely and simple for all parties involved.

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. If you have any questions, please do not hesitate to ask.

Overtime Call-In (Effective August 1, 2020)

CrewSense will be used to maintain the "Overtime Call-In List." The list will be a running total of hours accrued. This list will be based starting with seniority and adjusted based on overtime hours accrued. Assignment of overtime shall be based on the number of accrued hours. The employee with the fewest hours accrued will be awarded the overtime with the most seniority used as the tie breaker if two or more employees have the same hours accrued. The employee accepting the overtime will be moved down on the list equal to the hours accrued.

This list will reset on January 1st every 5 years, starting January 2020. New full-time employees will start with the number of hours equal to that of the member with the most accrued hours.

Overtime posting will be based on the number of days/ hours the vacancy is known in advance. All efforts will be used to post overtime in a timely manner.

1. Rules

    a. Overtime will be posted in 12 hour blocks (0700-1900 and 1900-0700)

    b. Overtime greater than 12 hours but less than 14 hours will be considered one block.

    c. Overtime less than 12 hours will be considered one block.

    d. Overtime 14 hours or greater will be divided into 2 blocks and will be incorporated into the above time frames, if possible. Example: 1600-0700 would become 1600-1900 and 1900-0700.

    e. If multiple vacancies occur the second block (night shift) will be awarded first. (example; 24 hours, two 12 hour blocks)

    f. A confirmation will be sent through CrewSense, utilizing text messaging and email, to the person who is assigned the overtime.

    g. If overtime is assigned less than 12 hours prior to the start of the shift the chief officer will verify with the employee that they are aware of the overtime assignment.

2. Procedure

Overtime vacancies known in advance will follow this procedure. Postings will be sent out using CrewSense and employees shall respond using the program.

a. Overtime known greater than 14 days from 0700 the date of the vacancy, will be posted as soon as known, but not more than one calendar month in advance of the vacancy. The posting will be closed no less than 12 days prior to the date of vacancy. The posting will be closed at 0700 and awarded as soon as possible thereafter.

b. Overtime known from 14 days to 4 days prior to 0700 the date of vacancy will be posted as soon as known. Overtime postings shall be open for 48 hours. The overtime will be closed after the 48 hours and the overtime will be assigned.

c. Overtime known less than 4 days to 1 day from 0700 the day of vacancy will be posted as soon as known. Overtime postings shall be open for 12 hours. The overtime will be closed after the 12 hours and the overtime will be assigned.

d. Overtime known less than 24 hours but greater than 2 hours will be posted as soon as the vacancy is known. Overtime postings shall be open for 2 hours. The overtime will be closed after the 2 hours and the overtime will be assigned.

3. Immediate Vacancy

In the event that vacancy takes place with less than two hours prior to the start of shift the overtime will be posted with the heading "Immediate Overtime" The posting will be assigned after 15 minutes with 45 minutes to report to the station.
If there is no response, follow the Force-In procedure.

4. Paramedic Staffing

It is critical that the Department meet the needs of the community. In the event that the overtime vacancy causes a shift to have less than four paramedics on duty the request for overtime will be limited to paramedics.

5. Duty Crews

Emergency Staffing callbacks (Duty Crews) will not affect the Overtime Call-In List's accumulated time.

6. Special Technical Needs

   Special Technical Needs is defined as those times that a specific skill is needed in order to meet the Department's needs. These technical needs may include Field Training Officers, Fire Mechanics, Fire investigators, Technical Rescue Technicians, Drone Operators, Youth Fire Setter Counselors, and the N.E.E.D Team Counselors. Overtime hours will not affect the Overtime Call-In List's accumulated time.

7. Special Events

   Special Events will follow the current established procedure using CrewSense, Sign Up Board. Overtime hours will not affect the Overtime Call-In List's accumulated time.

8. Force-In

   In the event that no full-time employees sign up for a vacancy; the most junior full-time employee not scheduled for that shift, that is contacted, will be ordered in. The employee will be notified by phone. The ordered-in overtime hours will be placed in the Overtime Call-In List's accumulated time.

   If the Immediate Vacancy posting has not been assigned, the most junior full-time employee coming off duty will be held over until a replacement can be found. In the event an Immediate Vacancy takes place after shift change, the most junior off-duty full-time employee, that is contacted, will be forced in. The employee will be notified by phone. The forced-in overtime hours will be placed in the Overtime Call-In List's accumulated time.

The De Pere Fire Rescue Department utilizes CrewSense as its scheduling software. This agreement will be based on the capabilities of this software. The Department will not be held accountable for items that are not supported by this software as it pertains to overtime callback. In the event the Department opts to discontinue using this software, both parties agree to meet to negotiate a successor overtime call in process.

Scheduled Overtime Procedure

Firefighter/EMT	Paramedic	Mechanic
1. R. De Weert	1. E. Balcer	1. J. Pansier
2. B. Cheslock	2. T. Hendricks	2. J. Witt
3. J. Witt	3. R. Cody	3. L. Reidi
4. M. Wessley	4. B. Hermans	
5. L. Riedi	5. B. Thomson	
6. W. Tews	6. J. Pansier	
7. D. Hermans	7. R. Deviley	
	8. B. Jansen	
	9. T. Nelson	
	10. B. Puets	
	11. D. Gatz	
	12. T. Sinkler	
	13. J. Young	
	14. M. Linssen	
	15. N. Schweiner	
	16. S. Corroy	
	17. D. Lotter	
	18. K. Buman	

Notes:

1. The above lists shall be on separate spreadsheet pages. For the purpose of saving paper all three lists are shown on this sheet.
2. The spreadsheets shall contain divided boxes as proposed in the past.
3. The Mechanic list shall be used only where there is a need to make repairs on equipment. Otherwise use one of the other lists.
4. One primary phone number will be provided to the Chief. Home phone numbers will be used unless a different primary number is provided.

Directions to be placed on each list:

1. To be used for all scheduled OT 1-12 hours. If more than 12 hours contact the next person on the list for the next block of 12 hours.
2. Start with the top left column. Move down the column and contact the first person with an empty box.
3. If that person accepts, place the date in the box. For overtime more than 12 hours, the first person to accept may choose which block of overtime to work to cover maximum of 12-hours.
4. If that person denies, please a "D" in the box and move to the next person on the list.
5. If the person is scheduled to work leave the box blank and move on to the next person.
6. If you are unable to contact a person, mark box "No Answer" and move on.
7. Continue down the left-most column until:
   a. The column is filled.
   b. Everyone has been contacted.
   c. An attempt had been made to contact each person in the column.
8. After the conditions in Number 7 (above) have been met, move to the next column and start the process over.
9. If no member agrees to fill the assignment, the least senior member of the above classification column shall be required to work the assignment.

As of the date of ratification of this Agreement (i.e., August 1, 2018), the parties acknowledge that they are collaboratively engaged in revising the scheduled overtime procedures. As such, it is expected that this Attachment A will be superseded by a Memorandum of Understanding (MOU) between the parties. Until such MOU is finalized or either party serves written notice of termination of the scheduled overtime discussions, the parties agree that the procedure of Article 9, Overtime, of the collective bargaining agreement is not in effect.

Attachment A

MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF DE PERE AND
THE DE PERE PROFESSIONAL FIREFIGHTER'S ASSOCIATION
IAFF LOCAL 141
REGARDING OVERTIME CALL-IN PROCEDURE

WHEREAS, the City of De Pere ("City") and the De Pere Professional Fire Fighter's Association, IAFF Local 141 ("Union") are Parties to a Collective Bargaining Agreement (CBA) covering the years 2018 through and including 2020;

WHEREAS, such CBA covers matters involving wages, hours and conditions of employment, including Article 9 pertaining to Overtime; and

WHEREAS, the Parties have agreed that, effective August 1, 2020, the provisions of this Memorandum of Understanding (MOU) shall supersede and replace the second paragraph of Article 9, including Attachment A ("Scheduled Overtime Procedure") thereof unless and until the Parties agree otherwise in writing;

NOW THEREFORE, based upon the foregoing, the Parties agree as follows:

Overtime Call-In (Effective August 1, 2020)

CrewSense will be used to maintain the "Overtime Call-In List." The list will be a running total of hours accrued. This list will be based starting with seniority and adjusted based on overtime hours accrued. Assignment of overtime shall be based on the number of accrued hours. The employee with the fewest hours accrued will be awarded the overtime with the most seniority used as the tie breaker if two or more employees have the same hours accrued. The employee accepting the overtime will be moved down on the list equal to the hours accrued.

This list will reset on January 1st every 5 years, starting January 2020. New full-time employees will start with the number of hours equal to that of the member with the most accrued hours.

Overtime posting will be based on the number of days/ hours the vacancy is known in advance. All efforts will be used to post overtime in a timely manner.

1. <u>Rules</u>

    a. Overtime will be posted in 12 hour blocks (0700-1900 and 1900-0700)

    b. Overtime greater than 12 hours but less than 14 hours will be considered one block.

Attachment: Overtime MOU (9812 : Reso #20-79 Approving MOU between City & IAFF Local 141 Regarding OT Call In Proc)

c. Overtime less than 12 hours will be considered one block.

d. Overtime 14 hours or greater will be divided into 2 blocks and will be incorporated into the above time frames, if possible. Example: 1600-0700 would become 1600-1900 and 1900-0700.

e. If multiple vacancies occur the second block (night shift) will be awarded first. (example; 24 hours, two 12 hour blocks)

f. A confirmation will be sent through CrewSense, utilizing text messaging and email, to the person who is assigned the overtime.

g. If overtime is assigned less than 12 hours prior to the start of the shift the chief officer will verify with the employee that they are aware of the overtime assignment.

2. Procedure

Overtime vacancies known in advance will follow this procedure. Postings will be sent out using CrewSense and employees shall respond using the program.

a. Overtime known greater than 14 days from 0700 the date of the vacancy, will be posted as soon as known, but not more than one calendar month in advance of the vacancy. The posting will be closed no less than 12 days prior to the date of vacancy. The posting will be closed at 0700 and awarded as soon as possible thereafter.

b. Overtime known from 14 days to 4 days prior to 0700 the date of vacancy will be posted as soon as known. Overtime postings shall be open for 48 hours. The overtime will be closed after the 48 hours and the overtime will be assigned.

c. Overtime known less than 4 days to 1 day from 0700 the day of vacancy will be posted as soon as known. Overtime postings shall be open for 12 hours. The overtime will be closed after the 12 hours and the overtime will be assigned.

d. Overtime known less than 24 hours but greater than 2 hours will be posted as soon as the vacancy is known. Overtime postings shall be open for 2 hours. The overtime will be closed after the 2 hours and the overtime will be assigned.

3. Immediate Vacancy

In the event that vacancy takes place with less than two hours prior to the start of shift the overtime will be posted with the heading "Immediate Overtime" The posting will be assigned after 15 minutes with 45 minutes to report to the station.

If there is no response, follow the Force-In procedure.

4. Paramedic Staffing

It is critical that the Department meet the needs of the community. In the event that the overtime vacancy causes a shift to have less than four paramedics on duty the request for overtime will be limited to paramedics.

5. Duty Crews

Emergency Staffing callbacks (Duty Crews) will not affect the Overtime Call-In List's accumulated time.

6. Special Technical Needs

Special Technical Needs is defined as those times that a specific skill is needed in order to meet the Department's needs. These technical needs may include Field Training Officers, Fire Mechanics, Fire investigators, Technical Rescue Technicians, Drone Operators, Youth Fire Setter Counselors, and the N.E.E.D Team Counselors. Overtime hours will not affect the Overtime Call-In List's accumulated time.

7. Special Events

Special Events will follow the current established procedure using CrewSense, Sign Up Board. Overtime hours will not affect the Overtime Call-In List's accumulated time.

8. Force-In

In the event that no full-time employees sign up for a vacancy; the most junior full-time employee not scheduled for that shift, that is contacted, will be ordered in. The employee will be notified by phone. The ordered-in overtime hours will be placed in the Overtime Call-In List's accumulated time.

If the Immediate Vacancy posting has not been assigned, the most junior full-time employee coming off duty will be held over until a replacement can be found. In the event an Immediate Vacancy takes place after shift change, the most junior off-duty full-time employee, that is contacted, will be forced in. The employee will be notified by phone. The forced-in overtime hours will be placed in the Overtime Call-In List's accumulated time.

9. The De Pere Fire Rescue Department utilizes CrewSense as its scheduling software. This agreement will be based on the capabilities of this software. The Department will not be held accountable for items that are not supported by this software as it pertains to

overtime callback. In the event the Department opts to discontinue using this software, both parties agree to meet to negotiate a successor overtime call in process.

10. The provisions of this MOU shall supersede and replace the second paragraph of Article 9, including Attachment A ("Scheduled Overtime Procedure") thereof unless and until the Parties agree otherwise in writing.

Dated this _____day of _____, 2020

De Pere Professional Firefighters IAFF Local 141	City of De Pere
_____	_____
_____	_____
_____	_____
_____	_____

ARTICLE 9
Overtime

Overtime is work in addition to the established schedule of hours of work per day or work per week.

Effective January 1, 2002, non-emergency overtime (defined as overtime known at least 24 hours in advance and overtime where replacement personnel are called in via telephone) shall be assigned by the Chief or the Chief's designee based upon the specific technical needs of the department. "Specific Technical Needs" is defined herein to mean situations where a particular skill or particular task is in need of being performed by one who has the knowledge to do so without additional training or supervision. Non-emergency overtime assignments shall be on a rotational basis within the job classification to be filled. The scheduled overtime by classification procedure shall as set out in **Attachment A** ("Scheduled Overtime Procedure"). Emergency overtime is overtime paged out on the pager system.

Employees shall be given compensatory time off at the rate of time and one-half for overtime hours worked and for actual hours spent in attendance at schools or training programs when employees are required to attend the same by the Fire Chief. Postings for required schools shall be designated by a written notice stating "Required Schools-Mandatory Attendance" and

Scheduled Overtime Procedure

Firefighter/EMT
1. R. De Weert
2. B. Cheslock
3. J. Witt
4. M. Wessley
5. L. Riedi
6. W. Tews
7. D. Hermans

Paramedic
1. E. Balcer
2. T. Hendricks
3. R. Cody
4. B. Hermans
5. B. Thomson
6. J. Pansier
7. R. Deviley
8. B. Jansen
9. T. Nelson
10. B. Puets
11. D. Gatz
12. T. Sinkler
13. J. Young
14. M. Linssen
15. N. Schweiner
16. S. Corroy
17. D. Lotter
18. K. Buman

Mechanic
1. J. Pansier
2. J. Witt
3. L. Reidi

Notes:
1. The above lists shall be on separate spreadsheet pages. For the purpose of saving paper all three lists are shown on this sheet.
2. The spreadsheets shall contain divided boxes as proposed in the past.
3. The Mechanic list shall be used only where there is a need to make repairs on equipment. Otherwise use one of the other lists.
4. One primary phone number will be provided to the Chief. Home phone numbers will be used unless a different primary number is provided.

Directions to be placed on each list:
1. To be used for all scheduled OT 1-12 hours. If more than 12 hours contact the next person on the list for the next block of 12 hours.
2. Start with the top left column. Move down the column and contact the first person with an empty box.
3. If that person accepts, place the date in the box. For overtime more than 12 hours, the first person to accept may choose which block of overtime to work to cover maximum of 12-hours.
4. If that person denies, please a "D" in the box and move to the next person on the list.
5. If the person is scheduled to work leave the box blank and move on to the next person.
6. If you are unable to contact a person, mark box "No Answer" and move on.
7. Continue down the left-most column until:
   a. The column is filled.
   b. Everyone has been contacted.
   c. An attempt had been made to contact each person in the column.
8. After the conditions in Number 7 (above) have been met, move to the next column and start the process over.
9. If no member agrees to fill the assignment, the least senior member of the above classification column shall be required to work the assignment.

As of the date of ratification of this Agreement (i.e., August 1, 2018), the parties acknowledge that they are collaboratively engaged in revising the scheduled overtime procedures. As such, it is expected that this Attachment A will be superseded by a Memorandum of Understanding (MOU) between the parties. Until such MOU is finalized or either party serves written notice of termination of the scheduled overtime discussions, the parties agree that the procedure of Article 9, Overtime, of the collective bargaining agreement is not in effect.

Attachment A

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 21, 2020**
DEPARTMENT:	**Fire Department**
FROM:	**Lea Taylor**
SUBJECT:	**Resolution #20-80 Approving Memorandum of Understanding with the Wisconsin Department of Natural Resources for Mutual Aid and Fire Suppression Services.**

Unanimously approved.

ATTACHMENTS:

- Reso20-80 (DOCX)
- DNR MOU FOR MUTUAL AID & FIRE SUPP SERVICES FOR FIRE DEPT (PDF)

RESOLUTION #20-80

APPROVING MEMORANDUM OF UNDERSTANDING WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES FOR MUTUAL AID AND FIRE SUPPRESSION SERVICES

WHEREAS, the Wisconsin Department of Natural Resources (WDNR) has authority under the Wisconsin Statutes in all matters relating to the prevention, detection and suppression of forest fires outside the limits of incorporated villages and cities and is also authorized by the Wisconsin Administrative Code to render assistance in case of emergencies; and

WHEREAS, the DNR is desirous to enter into fire suppression agreements with fire departments across the state to apply rates equally for all departments, to allow compensation of department resources for assisting with prescribed burns on DNR lands with approval of the DNR Burn Boss and Fire Chief, as well as to update all agreements to create a standard timetable for efficiency of future updates; and

WHEREAS, the DNR and the De Pere Fire Department are interested in entering into the attached Memorandum of Understanding ("MOU") regarding their desire to cooperate in fire suppression efforts; 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 the Fire Chief are authorized and directed to execute the attached Memorandum of Understanding Between the City of De Pere Fire Department and the Wisconsin Department of Natural Resources for Mutual Aid and Fire Suppression Services.

BE IT FURTHER RESOLVED THAT:

Attachment: Reso20-80 (9805 : Reso #20-80 Approval of Fire Dept/DNR MOU for Mutual Aid and Fire Sup Services)

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of July, 2020.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 7/14/2020

Attachment: Reso20-80 (9805 : Reso #20-80 Approval of Fire Dept/DNR MOU for Mutual Aid and Fire Sup Services)

Memo

To: Honorable Mayor James Boyd

Members of the Finance & Personnel Committee

From: Alan Matzke, Fire Chief AGM

Date: July 7, 2020

Re: Consider Fire Department / DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services

---

The Fire Department is requesting your approval of this Memorandum of Understanding between the City of De Pere Fire Department and the Wisconsin Department of Natural Resources for Mutual Aid and Fire Suppression Services.

The DNR would like to update the forest fire suppression agreements in place between the Department of Natural Resources and Fire Departments across Wisconsin for the following reasons:

- The state legislature approved increased reimbursement rates for Fire Department suppression efforts on forest fires. Updating the agreements applies these rates equally for all Fire Departments.
- The Department has authorized compensation of Fire Department resources for assisting with prescribed burns on DNR lands with permission of the DNR Burn Boss and Fire Chief.
- The forest fire suppression agreements in place were 8-years-old. Updating all of the agreements at one time sets a standard timetable for updates in the future.

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. If you have any questions, please do not hesitate to ask.

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Friendship Ranger Station
P.O Box 100
Friendship, WI 53934

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

WISCONSIN DEPT. OF NATURAL RESOURCES

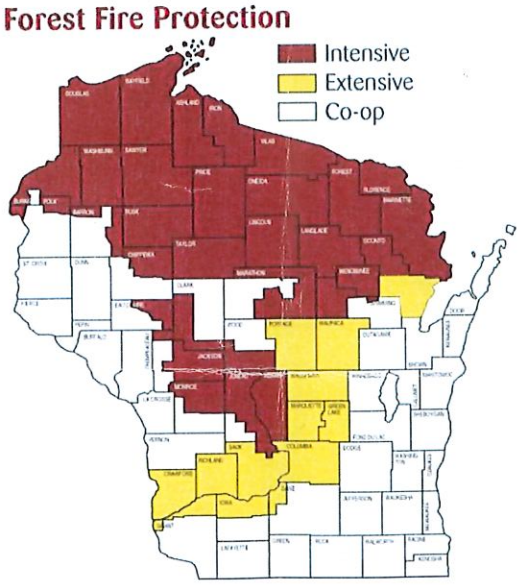
June 15, 2020

Dear Chief,

This letter is in reference to the forest fire suppression agreements in place between the Department of Natural Resources (DNR) and Fire Departments (FDs) across Wisconsin. The DNR would like to update all of these agreements at this time. The reason for this action is threefold:

- The state legislature approved increased reimbursement rates for FD suppression efforts on forest fires. Updating the agreements applies these rates equally for all FDs.
- The Department has authorized compensation of FD resources for assisting with prescribed burns on DNR lands with permission of the DNR Burn Boss and Fire Chief.
- The forest fire suppression agreements in place were 8 years old. Updating all of the agreements at one time sets a standard timetable for updates in the future.

Enclosed is the new agreement; **Fire Department/DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services**. This agreement will apply to all FD forest fire suppression efforts in DNR fire protection areas, extensive or intensive (see map). This agreement applies also to FD forest fire suppression efforts only on DNR owned lands in the Cooperative fire protection areas (see map).



There are three questions that each FD must answer on the new agreement. The questions pertain to billing the DNR for fire suppression services on initial/extended attack fires; and assistance with prescribed burning on DNR lands. Initial attack fires are defined as the first hour of forest fire suppression. Extended attack fires are defined as those fires that additional resources are necessary to control the forest fire and is generally when suppression efforts exceed one hour.

To bill or not to bill, that is the question. Choosing not to bill the DNR for initial attack has several advantages:

- An extra 10 points scoring on the Forest Fire Protection Grant. These extra points are used in the funding category where the grant funds run out, usually in the communications category. That is, the higher scoring grant applications get all of their communications requests funded first before lower scoring applications.
- The DNR does not pass on a FD suppression bill to the citizen involved with the fire. Fire Departments will still have the ability to pass on suppression costs through the billing system they may have in place.
- There is less paperwork involved with a fire call.

The old fire suppression agreements between DNR and FDs will remain in effect until a new agreement is signed. The new agreements will be in effect as soon as signatures are obtained. Fire departments will be eligible for the new reimbursements rates after the new agreement is in effect. Recall that a signed fire suppression agreement is a requirement of eligibility for the Forest Fire Protection Grant program.

Please review the new agreement and obtain the authorized signatures as soon as possible. Thank you for your time and effort in partnering with the DNR-Division of Forestry in the important endeavor of protecting Wisconsin's citizens, property, and resources from the ravages of forest fires.

For additional information or questions, please feel free to contact me at (608) 403-7289 or nathan.siglinsky@wisconsin.gov.

Please return a signed copy of the agreement to me by July 31st, 2020:

Nathan Siglinsky
Friendship Ranger Station
P.O Box 100
Friendship, WI 53934
Or
nathan.siglinsky@wisconsin.gov

Sincerely,

Nathan Siglinsky
Forestry Technician

Attachment: DNR MOU FOR MUTUAL AID & FIRE SUPP SERVICES FOR FIRE DEPT (9805 : Reso #20-80 Approval of Fire Dept/DNR MOU for

State of Wisconsin
Department of Natural Resources
PO Box 7921, Madison WI 53707-7921
dnr.wi.gov

Fire Department / DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services

Form 4300-061 (R 12/19)

Notice: Collection of this information is authorized pursuant to s. 26.145, Wis. Stats.; Chapter NR 47, subch. I and VIII, Wis. Adm. Code; Cooperative Forestry Assistance Act of 1978, Section 10(b)2 as amended; and 16 U.S.C. 2101-2114. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records laws (ss. 19.32-19.39, Wis. Stats.).

Fire Department Information

Fire Department Name			Check one ☐ In DNR Fire Protection Area ☐ In Cooperative Area
Address			Phone Number (include area code)
City	State	ZIP Code	Tax ID #

Agreement

THIS AGREEMENT is entered into by and between the above-listed fire department (the Fire Department), and the State of Wisconsin Department of Natural Resources (DNR), for the suppression of forest fires within each party's respective jurisdiction in DNR Protection Area and/or on land owned by the DNR (DNR Land) in Cooperative Area.

WHEREAS, s 26.11, Wis. Stats., vests the DNR with the power, authority, and jurisdiction in all matters relating to prevention, detection, and suppression of forest fires outside the limits of incorporated villages and cities and s. 23.09(4) Wis. Stats., and s. NR 1.23, Wis. Adm. Code, authorize the DNR to render assistance in case of emergencies.

WHEREAS, the DNR and the Fire Department pursuant to ss. 23.09(1)(2), 23.11 and 26.11(4), Wis. Stats., desire to cooperate in the suppression of fires; it is agreed by and between the DNR and the Fire Department as follows:

1. **DEFINITIONS**
   a. "Cooperative Area" means the areas of the State outside the DNR Protection Areas where Fire Departments have primary forest fire initial attack responsibilities.
   b. "DNR Protection Area" are the areas of the state defined by ss. NR 30.01 and NR 30.02, Wis. Adm. Code, as intensive or extensive.
   c. "Extended Attack" occurs when resources beyond those designated for initial attack must be dispatched to an incident or when extensive mop-up is required. This is generally when suppression efforts exceed one hour.
   d. "Forest Fire" means an uncontrolled, wild or running fire occurring on a forest, marsh, field, cutover or other land or involving farm, city, or village property and improvements incidental to the uncontrolled, wild or running fire occurring on forest, marsh, field, cutover or other lands (as defined in s. 26.01(2), Wis. Stats.).
   e. "Incident Command System" means a set of personnel, policies, procedures, facilities, and equipment, integrated into a common organizational structure designed to improve emergency response operations of all types and complexities. ICS is a subcomponent of the National Incident Management System (NIMS), as released by the U.S. Department of Homeland Security in 2004.
   f. "Initial Attack" is defined as the first hour when suppression efforts are needed.
   g. "Non-reportable Fires" include incidents involving:
      i. Burning activity that does not spread from predetermined limits.
      ii. Fires that cannot be located.
      iii. False alarms.
      iv. Structural fires.
      v. Vehicular or equipment fires.
   h. "Project fire" means an extended attack forest fire requiring state-wide resource deployment by the DNR.
   i. "Reportable Fires" are all other fires not listed in section. 1. g.

Attachment: DNR MOU FOR MUTUAL AID & FIRE SUPP SERVICES FOR FIRE DEPT (9805 : Reso #20-80 Approval of Fire Dept/DNR MOU for

j. "Suppression" means the action of the responding agency(ies) beginning with initial attack and continuing through control of the forest fire, mop-up, and until the forest fire is out.

k. "Unified Command" means a system of command that enables institutions and agencies with different legal, geographic, and functional responsibilities to coordinate, plan, and interact effectively.

l. "ATV" (all-terrain vehicle) and "UTV" (utility terrain vehicle) include equipment that is a manufactured motor driven device capable of off-road use. Vehicles cannot meet the federal motor vehicle safety standards.

2. RESPECTIVE RESPONSIBILITIES

a. The DNR is responsible for the suppression of all forest fires and protection and suppression of any improvements threatened by forest fires as defined previously in s. 26.11, Wis. Stats.

b. DNR may assist the Fire Department when resources are available, as authorized by s. NR 1.23, Wis. Adm. Code and s. 26.11(1), Wis. Stats

c. Within DNR Protection Areas, the DNR may request the assistance of the Fire Departments to provide forest fire suppression, as well as structural protection.

d. Outside of DNR Protection Areas, in the Cooperative Areas, the Fire Departments may request the assistance o the DNR to provide additional resources and support in forest fire suppression and Fire Departments have beer delegated the authority on DNR-owned lands for fire suppression actions by virtue of this Agreement.

e. Structural and vehicular fires are the responsibility of the Fire Department, but the Fire Department may reques DNR equipment and personnel to assist with the structural and vehicular fire or when there is danger of a fores fire being caused by the structural or vehicular fire.

3. REPORTING FIRES

a. The Fire Department agrees to make every effort to immediately notify the DNR of forest fires, or fires which ma become forest fires that are burning or threatening DNR protection areas or DNR Lands. If immediate notificatio cannot be made, the Fire Department shall report the location of the fires, and the action taken, to the DNR a soon as possible, but no later than 24 hours from its knowledge of the forest fires.

b. If the Fire Department is unable to contact the DNR, it shall take immediate, independent action to effectivel suppress the forest fire.

c. If it is uncertain whether a reported forest fire is within a DNR protection area or on DNR land due to the fire' proximity to the boundary line, the Fire Department or DNR shall notify the other party. If the Fire Department o DNR is unable to contact the other party, it shall take immediate, independent action to effectively suppres the forest fire, as soon as practicable. Thereafter, it shall notify the other party and report the location of the fir and the action that was taken.

d. The DNR agrees to notify the Fire Department through County Dispatch if they become aware of a structure c vehicular fire within the Fire Department's jurisdiction.

4. COMMAND AT FIRES

The Incident Command System will be used at all forest fires. When the Fire Department is the first to arrive at th scene of a forest fire within a DNR protection area or on DNR land, the Fire Department shall establish incider command and begin initial attack. Command of the incident may be transferred to a qualified DNR incider commander upon arrival. A Unified Command structure is encouraged when deemed appropriate. If DNR does nc arrive on scene, or is called to another incident, the Fire Department shall maintain command of the forest fire until out.

5. OUTSIDE ASSISTANCE

A DNR designated employee shall be consulted when in attendance by the chief officer of the Fire Department befor calling in additional crews and equipment or outside fire departments for forest fires originating and occurring in DNI protection areas or on DNR lands. The incident commander is responsible for releasing the additional crews c equipment as soon as possible.

6. EQUIPMENT AND PERSONNEL REQUIREMENTS

a. The DNR and the Fire Department agree to have available and utilize firefighting units suitable for suppressin forest fires. Responding units should be equipped with forest fire fighting hand tools and equipment. A responding units shall be equipped with a radio that contains a common frequency with the local DNR fire units, such as "Fire-ground Blue."

Attachment: DNR MOU FOR MUTUAL AID & FIRE SUPP SERVICES FOR FIRE DEPT (9805 : Reso #20-80 Approval of Fire Dept/DNR MOU for

b. It is recommended that Fire Departments respond to forest fires with firefighters that have successfully completed **BASICS OF WILDLAND FIRE SUPPRESSION FOR RURAL FIRE DEPARTMENTS** in accordance with NFPA 1051 standards, which is an 8-hour course taught by DNR personnel and available to all Fire Departments.

c. Firefighters shall wear protective clothing on all forest fires. It is recommended that protective clothing meets the 1977 NFPA standard on protective clothing and equipment for forest fire fighting including, as a minimum, Nomex shirts, pants or coveralls, boots, hardhat or helmet, and leather gloves. Use of web belts and fire shelters are also recommended for additional protection. Structural turnout gear should be available on each unit for every firefighter in the event there is a structural fire.

7. **FIRE SUPPRESSION SERVICES AND COMPENSATION**

a. The Fire Department agrees to provide suppression services on forest fires, if its resources are available, whenever it is requested to respond by DNR or through established dispatch procedures. The DNR agrees to provide suppression services on forest fires, when resources are available, if requested by the Fire Department or through established dispatch procedures.

b. In DNR Protection Areas, Fire Department suppression services compensation applies to all forest fires occurring outside the limits of incorporated villages and cities.

c. In Cooperative Areas, Fire Department suppression services compensation **only** applies to forest fires originating on DNR owned lands.

d. On all State lands and lands under DNR management, Fire Department compensation for invited assistance for prescribed burning on DNR managed lands.

8. **COMPENSATION**

The Fire Department must choose one compensation option from each of the following response categories below. **Choose an option from each response category and check the selected option box.**

NOTE: The person(s) responsible for causing the forest fire may be billed by DNR for all suppression costs including those incurred by the Fire Department, that are billed to DNR.

a. INITIAL ATTACK:

Compensation for providing **initial attack** forest fire suppression, (including building protection) on forest fires within the Fire Department's area of jurisdiction. Initial attack is defined as the first hour of forest fire suppression services. (Choose one):

☐ **Option 1.** No payment for providing forest fire suppression on all initial attack forest fires.

☐ **Option 2.** Receive payment for providing forest fire suppression on all initial attack forest fires.

b. EXTENDED ATTACK:

Compensation for providing **extended attack** forest fire suppression, (including building protection) on forest fires either in or outside the Fire Department's own area of jurisdiction. Extended attack is defined as forest fire suppression services after the first hour (Choose one):

☐ **Option 1.** No payment for providing forest fire suppression on all extended attack forest fires.

☐ **Option 2.** Receive payment for providing forest fire suppression on all extended attack forest fires.

c. PRESCRIBED BURNING:

Compensation for assistance with DNR for prescribed burning activities.

☐ **Option** 1. No payment for proving prescribed burn assistance on prescribed burns on DNR managed lands.

☐ **Option 2.** Receive payment for proving prescribed burn assistance on prescribed burns on DNR managed lands.

9. **BILLING PROCEDURE**

a. Fire Dept, township, or governing body agrees not to directly bill any landowner, responsible party or governmental body for forest fire suppression service costs paid by the DNR for services consistent with this Agreement.

Attachment: DNR MOU FOR MUTUAL AID & FIRE SUPP SERVICES FOR FIRE DEPT (9805 : Reso #20-80 Approval of Fire Dept/DNR MOU for

b. If the Fire Department bills the DNR for fire suppression costs; (a) the bill shall be prepared on the appropriate form, and (b) the bill shall be presented no later than 14 days following the date on which the fire suppression was completed. Failure to meet this deadline may jeopardize the payment of the bill.

c. If the Fire Department submits a bill for services rendered in suppressing a forest fire it shall be paid by the DNR subject to the following limitations.

i. No payment will be made by DNR for runs on or associated with non-reportable fires. Examples include, but are not limited to:
Burning activity covered by a legal burning permit.
Burning activity not covered by a legal burning permit but has not escaped control.
Cannot be located.
False alarms.
Structural fires.
Vehicle fires.
Cooking or warming fires.

ii. No payment will be made by DNR for forest fire suppression actions where the Fire Department provides no suppression services.

10. RECOMMENDED STAFFING

a. The recommended staffing and equipment for initial attack forest fire suppression operations is as follows:
1 4x4 brush rig (ICS Type 5-7 Engine);
1 engine (or a tender (tanker) with pumping capabilities, ICS Type 1-4 Engines);
6 forest fire trained firefighters

b. During periods of very high or extreme fire danger, more personnel and equipment than listed above may be required for the initial response.

c. Should the Fire Department respond with more than the recommended or requested dispatch, only that equipment and personnel needed and actually used for suppression will be compensated at the predetermined rate. Compensation for additional equipment and personnel may not be made to the Fire Department unless the DNR agrees it was reasonably necessary for suppression.

11. STAFFING FOR STRUCTURAL PROTECTION

Staffing and equipment dispatched for structural protection on project fires is Fire Department specific.

12. PAYMENT

a. SCHEDULE - Payment for engines and personnel <u>used</u> in forest fire suppression or prescribed burning shall be made according to the following schedule:

(i) Engines that pumped for active forest fire suppression or prescribed burning **$100/hour.**

(ii) ATVs, UTVs and similar equipment that pumped for active forest fire suppression or prescribed burning **$50/hour.**

(iii) Fire Department personnel that provide suppression assistance on the forest fire or prescribed burning **$12.25/hour.**

b. CALCULATION OF PAYMENT - Following the first hour of suppression service, bills submitted shall be calculated to the nearest ½ hour. Service begins when the engine leaves its station, and continues until it returns to its station when suppression action was taken by the Fire Department.

13. LIABILITY

The Fire Department, its employees, agents, and members, shall not be deemed employees or agents of the DNR for any purpose, including worker's compensation. Worker's compensation coverage for the employees, agents, and members of the Fire Department shall be provided by the Fire Department in accordance with s. 102.07(7), Wis. Stats. In addition, the DNR shall not be liable for any damage to, or destruction of, vehicles or suppression equipment beyond that liability established in ss. 893.82 or 895.46, Wis. Stats., or as otherwise established by the State Claims

Attachment: DNR MOU FOR MUTUAL AID & FIRE SUPP SERVICES FOR FIRE DEPT (9805 : Reso #20-80 Approval of Fire Dept/DNR MOU for

Board and approved in accordance with statutes.

14. COORDINATION

a. A written outline of routine communication procedures, notification procedures, together with maps and rosters of on-call personnel, should be jointly prepared by and between the Fire Department and the DNR.

b. A current contact list of the names, addresses and telephone numbers of the DNR's Forestry personnel for the area described in the Agreement shall be developed.

15. TERMINATION

This Agreement shall be binding upon the parties hereto until six months following written notice of termination by either party. Either party reserves the right to cancel this Agreement in whole or in part without penalty. The DNR reserves the right to cancel this Agreement in whole, or in part, without penalty, due to non-appropriation of funds or failure of the Fire Department to comply with the terms, conditions, or specifications described.

16. NONDISCRIMINATION

The Fire Department agrees not to discriminate against any employee or applicant for employment because of age race, religion, color, handicap, sex, physical condition, developmental disability, as described in s. 51.01(5), Wis Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Fire Department agrees to post in conspicuous places, availability for employees and applications for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

17. ASSIGNMENT

This Agreement may not be assigned or subcontracted in part or in whole without written approval from the DNR and may only be changed or amended in writing.

18. PARTIES

a. In this Agreement, the DNR and the Fire Department includes its successors, their respective officers, employees, agents, directors, subcontractors, assignees, partners, and representatives.

b. This Agreement and its referenced parts and attachments, shall constitute the entire Agreement and previous Agreements, whether written or oral, are hereby superseded.

19. AMENDMENT

Any revisions must be made by an amendment to this Agreement or other written documentation, and signed by both parties. This Agreement shall commence upon its signing by both parties and continue until termination under paragraph 15.

20. AUTHORIZATION

Each person signing this agreement, personally warrants and represents that he or she is authorized by his or her principal to bind the party for whom he or she is signing.

DEPARTMENT OF NATURAL

RESOURCES For the Secretary

Signature of DNR Area Forestry Leader		Date Signed
Signature of Fire Chief	Fire Department	Date Signed
Signature of Other Authorized Representative		Date Signed

Attachment: DNR MOU FOR MUTUAL AID & FIRE SUPP SERVICES FOR FIRE DEPT (9805 : Reso #20-80 Approval of Fire Dept/DNR MOU for

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 21, 2020**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Resolution #20-81 Authorizing Submission of Wisconsin Elections Commission Coronavirus Aid, Relief and Economic Security Subgrant.**

The Finance-Personnel Committee voted unanimously to recommend approval at its July 14, 2020 meeting.

ATTACHMENTS:

- Reso20-81 (DOCX)
- CARES Act Subgrant memo (PDF)
- WEC CARES Agreement and Certification Form (PDF)

RESOLUTION #20-81

AUTHORIZING SUBMISSION OF WISCONSIN ELECTIONS
COMMISSION CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY SUBGRANT

WHEREAS, the City of De Pere is interested in acquiring a Coronavirus Aid, Relief, and Economic Security (CARES) Act Subgrant from the Wisconsin Elections Commission (WEC) for additional costs incurred in connection with the national emergency related to coronavirus affecting 2020 elections during the period of January 20, 2020 through November 30, 2020; and

WHEREAS, under the WEC grant formula, the City is eligible to receive up to $16,354.60, which must be used for unbudgeted additional election costs related to the health pandemic, within approved categories, such as ballot supplies, cleaning supplies, protective equipment, staffing and mailings; and

WHEREAS, documented expenditures must be submitted to WEC for reimbursement up to the eligible CARES subgrant award amount; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council authorizes the City Clerk to:

- Sign and submit the subgrant agreement between the local government jurisdiction and the Wisconsin Elections Commission;
- Create and maintain a reimbursement inventory list, along with necessary supporting documentation as required by the subgrant agreement;
- Sign and submit interim and final expenditure reports and other documentation as required by the subgrant agreement; and
- Return any portion of unused funds by the required deadline.

Attachment: Reso20-81 (9807 : Reso #20-81 Authorizing WEC CARES Subgrant.)

BE IT FURTHER RESOLVED THAT:

The City of De Pere shall comply with all state and federal laws in fulfillment of the subgrant agreement provisions.

BE IT FURTHER RESOLVED THAT:

Any such grant awarded shall be brought before the Common Council for formal acceptance thereof.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents 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 July, 2020.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____
Nays:_____
Board/Committee Approval: 7/14/2020

Attachment: Reso20-81 (9807 : Reso #20-81 Authorizing WEC CARES Subgrant.)

CITY OF DE PERE
MEMO

To: Finance and Personnel Committee

From: Carey Danen, City Clerk

Date: July 7, 2020

RE: **CARES Act Subgrant agreement for COVID-19 related election expenses**

The Wisconsin Elections Commission has approved a CARES Act Subgrant program for all Wisconsin municipalities to help cover additional 2020 election costs incurred due to the pandemic. To distribute subgrant funds proportionally across all jurisdictions, the Commission approved the following grant formula: a base amount of $200, plus an additional $1.10 per registered voter in the municipality as of June 1, 2020. Using this formula, the City is eligible for $16,354.60 in reimbursement of approved expenses.

Municipalities can use the funds to pay for additional (unbudgeted) 2020 election costs resulting from the health crisis. Approved categories include ballot supplies, printing, postage, cleaning supplies and protective equipment, additional staff, and equipment (such as the ballot tabulator that was recently purchased).

The deadline to submit the subgrant agreement is September 1, 2020. Funds will be disbursed as the agreements are received. Municipalities must report their documented expenditures to the WEC by December 1st. Any unused subgrant funds must then be returned to the WEC by December 15, 2020.

I have included a copy of the agreement for your review. I respectfully request your approval to apply for this CARES Act Subgrant. Thank you for your consideration.

Attachment: CARES Act Subgrant memo (9807 : Reso #20-81 Authorizing WEC CARES Subgrant.)

Wisconsin Elections Commission

212 East Washington Avenue | Third Floor | P.O. Box 7984 | Madison, WI 53707-7984
(608) 266-8005 | elections@wi.gov | elections.wi.gov

2020 HAVA CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) SUBGRANT PROGRAM

WEC CARES SUBGRANT AGREEMENT, TERMS AND CERTIFICATION

The purpose of this agreement is to certify that my jurisdiction will use the CARES Subgrant funds solely for costs incurred due to the pandemic affecting the 2020 federal elections and in accordance with the Code of Federal Regulations (CFR) Title 2, and the Wisconsin Election Commission's (the Commission's) documentation retention and reporting requirements.

I. ALLOWABLE USES

Purpose and Use of Funds. The CARES Act makes clear that grant funds are for ADDITIONAL costs associated with the national emergency related to coronavirus and are to be spent *"to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle."* Additional costs are those incurred outside of the jurisdiction's budgeted costs for the 2020 federal elections or those costs that are solely incurred due to the pandemic. For the purpose of this subgrant, those allowable uses span the period **January 20, 2020 through November 30, 2020** and include the seven following categories:

1. ADDITIONAL BALLOT SUPPLIES, PRINTING, AND POSTAGE COSTS for higher levels of absentee or vote by mail processes, including printers, scanners, and envelope openers costing less than $5000 per unit.

2. ADDITIONAL CLEANING SUPPLIES, CLEANING SERVICES AND PROTECTIVE EQUIPMENT including additional disinfectants, wipes, paper towels, deep cleaning services for polling places pre- and post-election, masks, gloves, gowns, face shields, plexiglass, thermometers and other equipment for staff and poll workers' virus protection for in-person absentee voting sites, election day polling places and absentee central-count locations.

3. ADDITIONAL STAFFING FOR PROCESSING of higher levels of absentee ballot requests and absentee ballot tabulation, as expanded hours, overtime, Hazard Pay and associated benefits costs for election staff and poll workers or unbudgeted temporary election staff or poll workers and for additional staffing for cleaning polling locations and creating other protective measures.

4. ADDITIONAL MAILINGS FOR PUBLIC COMMUNICATION of changes in registration, absentee ballot request options, or voting procedures, including information on coronavirus precautions being implemented during the voting process.

Wisconsin Elections Commissioners
Ann S. Jacobs, chair | Marge Bostelmann | Julie M. Glancey | Dean Knudson | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

Attachment: WEC CARES Agreement and Certification Form (9807 : Reso #20-81 Authorizing WEC CARES Subgrant.)

5. ADDITIONAL ABSENTEE DROP-BOXES, installation, and security.

6. ADDITIONAL SPACE LEASING for new polling places when existing sites are closed or relocated due to the pandemic.

7. ACQUISITION OF ADDITIONAL EQUIPMENT necessary to process the higher volume of absentee ballots. This includes new automated letter opening equipment, paper folding machines, high speed or central count tabulators, and mobile IT equipment. (This "Equipment" category defined as costing equal or greater than $5000 per unit. Equipment costs less than $5000 should instead be reported under the applicable category above, most likely Additional Ballot Supplies. Additional reporting and documentation are required for allowable equipment purchases as outlined in the below referenced CFR sections.)
Per the Code of Federal Regulations, Title 2 (2 CFR) §200.33:
> "Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies."

II. DOCUMENTATION, AUDIT, AND REPORTING

DOCUMENTATION: The receiving jurisdiction must maintain all documentation of purchases made using subgrant funds provided by this subgrant until December 31, 2024. Documentation includes receipts, invoices, payroll reports, etc. and notations to document that claimed expenditures are due to the pandemic.

A standard inventory list of all items purchased using subgrant funds must be created and maintained by the jurisdiction for purposes of any state or federal audit. Such original purchasing documentation and inventory lists shall be retained by the receiving jurisdiction until the WEC authorizes destruction of said records.

AUDIT: All subgrant funds are subject to audit by the Commission and/or the federal government to ensure funds have been spent appropriately and in accordance with all applicable state and federal laws.

Pursuant to Wis. Stat. § 5.05(11), if the federal government objects to the use of any funds provided to a municipality under the subgrant, the municipality shall repay the amount of the subgrant to the Commission.

REPORTING: September 15, 2020 and December 1, 2020. A Check-In is due September 15, 2020 that covers the period of January 20, 2020 – September 1, 2020. The final report is due December 1, 2020, covering January 20, 2020 – November 30, 2020. By those two deadlines, all receiving jurisdictions must complete and submit to the Commission the WEC CARES Subgrant Expenditures Reporting template for the corresponding period reporting the total pandemic-related election expenditures claimed in the seven categories listed below and detailed above:

1. **Ballots/Ballot Supplies/Printing/Postage**
2. **Cleaning Supplies & Services / Protective Equipment**
3. **Additional Staffing**
4. **Public Communications**
5. **Absentee Ballot Drop-Boxes**
6. **Additional Leasing**
7. **Equipment**

III. TIMELINES

- **EXPENDITURE PERIOD:** January 20, 2020 – November 30, 2020. Allowable expenses must have been incurred between January 20, 2020 through November 30, 2020. All bills/invoices do NOT have to be paid by November 30, 2020, but the expenses need to be incurred by that date to qualify under the subgrant.

- **SUBGRANT AGREEMENT RETURN DEADLINE:** September 1, 2020. The Commission will expedite the disbursement of funds as the agreements are received. Commission staff will award subgrants as a $200 base subgrant plus an additional $1.10 per registered voter as of June 1, 2020. Subgrant allocation is within the sole discretion of the Commission staff administering the subgrant program. Subgrant funds may be received through electronic transfer to a jurisdiction's shared revenues account (if available) or a physical check may be sent to a jurisdiction's shared revenues location. For questions related to the processing of subgrant checks, please contact the Commission's financial team via the WEC Help Desk at (608) 261-2028 or elections.finance@wi.gov

- **PANDEMIC EXPENDITURE REPORTING DEADLINES:** Check-In September 15, 2020 and Final Report December 1, 2020. The jurisdiction's final report of all sufficiently documented pandemic expenditures in the seven categories listed in Section II of this agreement, is due December 1, 2020. This deadline allows the Commission's financial staff to meets its federal grant reporting deadlines, therefore it is important for jurisdictions to file the final expenditure report on time. The Commission will provide to participating jurisdictions a template report, and the jurisdiction will fill in the seven total expenditure amounts for the seven categories in Section II of this agreement. This is an important deadline. If a report is not received by December 1, 2020, the jurisdiction may be required to return all subgrant funds received. The same report is to be used for the September 15, 2020 Check-In but covering the period of January 20, 2020 – September 1, 2020.

- **RETURN OF UNUSED FUNDS**: December 15, 2020. Jurisdictions must return any unused subgrant funds by December 15, 2020. Also, if a jurisdiction fails to submit a Pandemic Expenditure Report by December 1, 2020, the jurisdiction may be required to return all subgrant funds received.

Wisconsin Elections Commissioners
Ann S. Jacobs, chair | Marge Bostelmann | Julie M. Glancey | Dean Knudson | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

Attachment: WEC CARES Agreement and Certification Form (9807 : Reso #20-81 Authorizing WEC CARES Subgrant.)

IV. CERTIFICATIONS

Federal and State law require jurisdictions receiving subgrants to certify that they will comply with the terms of the subgrant. By signing and returning this agreement, your jurisdiction certifies the following:

- As the receiving jurisdiction, we certify that we will solely use the WEC CARES Subgrant funds for costs incurred due to the pandemic affecting the 2020 federal elections.
- As the receiving jurisdiction, we certify that we do or will have the necessary processes and systems in place to comply with the reporting requirements.
- As the receiving jurisdiction, we will maintain all documentation of purchases made using subgrant funds provided in this subgrant until December 31, 2024.
- As the receiving jurisdiction, we will return any unused funds by December 15, 2020.
- As the receiving jurisdiction, by September 15, 2020 and December 1, 2020 we will submit to the Commission a simple report of the total expenditures in the seven categories detailed above: 1. Ballots/Ballot Supplies/Printing/Postage, 2. Cleaning/PPE, 3. Staffing, 4. Public Communications, 5. Absentee Ballot Drop-Boxes, 6. Space Leasing/Polling Place Relocation, and 7. Equipment.
- As the receiving jurisdiction, we further certify that we will follow all state and federal laws, including adherence to all applicable federal requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200) found here: (https://www.govinfo.gov/app/collection/cfr/2019/)

V. SIGNATURE

Please enter your name and the date of certification below to certify the above and *return via your official email* address to elections.finance@wi.gov.

Receiving Jurisdiction's Name and County _____

Signature _____ **Date** _____

(Authorized Representative of Jurisdiction)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 21, 2020**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Review Common Council Meetings Start time (Request of Ald. Nelson)**

ATTACHMENTS:

- Sec._6_1.___Meetings. (PDF)

De Pere Municipal Code

Sec. 6-1. - Meetings.

(a) *Annual and regular meetings.* The common council shall hold its annual organizational meeting on the third Tuesday of April. Thereafter, regular meeting of the council shall be held in the council chambers, commencing at 7:30 p.m., on the first Tuesday and the third Tuesday of each month, excepting legal holidays and election days, in which case such regular meeting shall be held on the following night.

(b) *Adjournments.* Any regular meeting may, by a majority vote of the council, adjourn to a later date.

(c) *Mayor presides.* The mayor shall preside at all meetings when present, and in his or her absence the president of the council shall preside. In case of the absence of the mayor and president of the council, the clerk shall call the council to order, and thereupon the council shall elect one of its own members president of the council, pro tem, who shall preside and have the powers and duties of the mayor. The president, when acting in place of the mayor, shall not forfeit his or her vote as councilmember or as acting mayor on a tie vote.

(d) *Special meetings.* The mayor may call a special meeting of the council by notice to each member of the council, to be served personally or left at his or her usual place of abode at least six hours before the meeting, which notice shall specify the object of the meeting and the business to be transacted. Upon a petition filed with the city clerk containing the signature of at least one-third of the members of the council, a special meeting shall be called and notice given as provided in this section. No business may be transacted at a special meeting except that for which such meeting was called.

(e) *Council sessions to be public.* Council sessions shall be open and public, their proceedings shall be recorded in full, and all their papers and records and all election returns shall be deposited with the clerk and may be examined at any time in the presence of the clerk.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 21, 2020**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Consideration of and Possible Action on Resuming In-Person Meetings of the Council and City Committees, Boards and Commissions (request of Ald. Raasch).**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 21, 2020**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Review of Resolution #20-34 Declaring a State of Emergency (Request of Ald. Raasch).**

ATTACHMENTS:

- 20-34 (PDF)

RESOLUTION #20-34
DECLARING A STATE OF EMERGENCY
IN THE CITY OF DE PERE

WHEREAS, on March 12, 2020, Governor Evers declared a Health Emergency exists in the State of Wisconsin in response to the COVID-19 Coronavirus ("COVID-19"); and

WHEREAS, COVID-19 is a respiratory virus that can result in serious illness or death, easily spread from person to person and which has not been previously identified in humans; and

WHEREAS, the Center for Disease Control and the World Health Organization both identify COVID-19 as a threat to the public health; and

WHEREAS, in order to protect the health and well-being of the residents and visitors in the City of De Pere, the City must avail itself of all resources needed to respond to this health emergency.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Pursuant to Wis. Stats. §323.11, the Common Council of the City of De Pere does hereby declare that a public health emergency exists in the City of De Pere and that it is necessary and expedient for the health, safety, welfare and protection of the City to temporarily declare, suspend or modify applicable city ordinances, resolutions or policies in order to meet the needs of the extraordinary conditions existing:

1. The Council hereby modifies Section 6-11 De Pere Municipal Code to provide that any member of a governmental body participating by phone shall count toward the official quorum of said body;
2. The Council hereby extends the use of sick leave benefits for the care of immediate family members.

BE IT FURTHER RESOLVED THAT:

Pursuant to Wis. Stats. §323.11, the Council further declares that that it is necessary and expedient for the health, safety, welfare and protection of the City that

Attachment: 20-34 (9798 : Review of Resolution #20-34 Declaring a State of Emergency)

the Mayor, or in the absence of the Mayor, the Council President, be provided the necessary authority to suspend any ordinance, resolution or policy to:

1. Determine the video recording of all city meetings be suspended in order to provide sufficient space in the meeting room(s) for city officials to attend in compliance with social distancing requirements;
2. Determine that all persons wishing to meet with city staff or public officials in person be required to schedule a meeting therefore in advance;
3. Determine, in coordination with regulations or guidance issued by the State Division of Health, the Center for Disease Control or the City Health Officer, that city offices and or services may be suspended or temporarily closed;
4. Exercise all authorities of the Mayor in the City's Emergency Operations Plan;
5. Exercise by proclamation all such other authority as the Council is empowered to exercise under Wis. Stats. §323.11 when emergency conditions preclude the Common Council from acting thereon, provided that such action of the Mayor is subject to ratification, alteration or modification by the Council as soon as the Council can meet, as set forth in Wis. Stats.§323.14(b).

BE IT FURTHER RESOLVED THAT:

The effective date of this Declaration of Emergency shall be limited to the time during which the emergency conditions exist as determined in coordination with local public health officials and the State Division of Health.

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 17th day of March, 2020.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Damen, City Clerk

Ayes: 8
Nays: 0

Attachment: 20-34 (9798 : Review of Resolution #20-34 Declaring a State of Emergency)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 21, 2020**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Operator License applications.**

ATTACHMENTS:

- 7-21-20 (PDF)

CITY OF DE PERE
License Committee - July 21, 2020

Renewal Operator License Applications for the 2020 - 2022 Licensing Period	
1	BAUDHUIN, PHILIP S.
2	BESAW, KATHY A.
3	BLECHA, HANNAH K.
4	BOELTER, TOMMY L.
5	BOS, SYDNEY E.
6	BRAUN, CHASE R.
7	BREBNER, BARBARA R.
8	CAPRARIO, CURT R.
9	CAPUZZI, NICHOLE K.
10	CARMODY, DIANE M.
11	CHARLES, KELIN L.
12	CIHA, REBEKAH L.
13	DAMRO, DEBRA M.
14	DENEYS, MELISSA A.
15	EHNERD, MARY J.
16	EYLER, BART M.
17	FALLS, NICOLE A.
18	FORBES, ERIC R.
19	GEOHEGAN, PAULETTE M.
20	GILLMORE, NATASHA L.
21	GILSOUL, PAUL T.
22	HEMAUER, RENEE A.
23	HERWALD, LYNN M.
24	HUBERT, SAMUEL L.
25	HUCEK, EVAN L.
26	JACKSON, ALEXANNEDRA E.
27	JACKSON, MARY L.
28	JOHNSON, SHANIE L.
29	KELLER, KATHARINA N.
30	KENDZIOR, LAURA A.
31	KINDT, NICOLE L.
32	LANGE, TRAVIS J.
33	LAUGHLIN, GERI L.
34	LEONARD, JONATHAN D.
35	LIMBERGER, DAVID M.
36	LINSMEIER, JILLENA B.
37	MACCO, MARY C.
38	MAPES, BONNIE L.

Attachment: 7-21-20 (9819 : Operator License applications.)

CITY OF DE PERE
License Committee - July 21, 2020

39	MARTA, JIM W.
40	MILKIE, DEAN F.
41	MILLER, LORRAINE E.
42	NOVAK, KEN R.
43	PSENICKA, ZOEY L.
44	RANK, STEVE G.
45	REMIKER, GARRICH A.
46	RAYNIER, JANESSA M.
47	REYNOLDS, JEAN M.
48	ROCKSTROH, MARY K.
49	SCHINKE, JESSICA L.
50	SCHULLER, CHERYL B.
51	SEEFELDT, KRISTINA M.
52	SONNENBERG, BILLIE J.
53	STAEVEN, GINA M.
54	STENSAAS, ALEX R.
55	VANG, KEVIN G.
56	VOSHAMP, KARISSA L.
57	VOYLES, SAGE M.
58	WATERMOLEN, SHERI L.
59	WETTSTEIN, BETH A.
60	YOUNGWORTH, KATERINA R.
61	ZAMBARDA, ROGER S.
62	KOZLOVSKY, JAMIELEE R.
63	LE CLOUX, HANNAH M.

Previously Tabled Operator License Applications	
1	CHIPOLONE, KIMBERLY H
2	LOFTON, ASHLEY P
3	REINCE, JUSTIN W.

New Operator License Applications	
1	BUDRECKI, MANDY L.
2	CUTBANK, NATHAN C.
3	DIEGRE KRAEMER, BARBARA A.
4	EASTERHOUSE, EVAN R.
5	MADER, KYLE J.
6	MAYO, MEGHAN J.
7	MEYER, MARILEN M.
8	NELSON, ANNA M.
9	RICHARDS, RACHEL R.

Attachment: 7-21-20 (9819 : Operator License applications.)

CITY OF DE PERE

License Committee - July 21, 2020

10	SCHLIMM, JESSICA
11	SCHOLZ, GRACE V.
12	SCHWITTAY, BRANDI L.
13	BAYEE, DOMINIQUE K.
14	BLACKOWL, CHEYENNE M.
15	BLOEMER, KELLY L.
16	DEJARDIN, ANN M.
17	HAGERSTROM, KIM M.
18	KRAUSE, SARAH A.
19	SKENANDORE, MARKIE M.
20	STEVENS, TRISTEN S.

Attachment: 7-21-20 (9819 : Operator License applications.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 21, 2020**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Voucher approval.**

ATTACHMENTS:

- 7-21-2020 VOUCHERS (PDF)

7/09/2020 1:35 PM A / P CHECK REGISTER PAGE: 1

PACKET: 06355 JUL 2020 COUNCIL - 2 7-21-20

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0001	A1 ELEVATOR CORP							
	I-16162	A1 ELEVATOR CORP	R	7/21/2020		138.00CR	092780	
	I-16163	A1 ELEVATOR CORP	R	7/21/2020		171.00CR	092780	309.00
0302	AIRGAS USA LLC							
	I-9102510748	AIRGAS USA LLC	R	7/21/2020		421.75CR	092781	421.75
0007	AMBROSIUS SALES & SERVICE							
	I-26443	AMBROSIUS SALES & SERVICE	R	7/21/2020		33.00CR	092782	33.00
0020	BADGERLAND PRINTING INC							
	I-35254	BADGERLAND PRINTING INC	R	7/21/2020		80.00CR	092783	
	I-35268	BADGERLAND PRINTING INC	R	7/21/2020		105.00CR	092783	185.00
8207	TRICIA BARRETTE							
	I-202007090778	TRICIA BARRETTE	R	7/21/2020		835.00CR	092784	835.00
0023	BATTERIES PLUS LLC							
	I-P28375631	BATTERIES PLUS LLC	R	7/21/2020		24.95CR	092785	24.95
0027	BAY TOWEL INC							
	I-3110097	BAY TOWEL INC	R	7/21/2020		112.04CR	092786	
	I-3112874	BAY TOWEL INC	R	7/21/2020		176.85CR	092786	
	I-3112889	BAY TOWEL INC	R	7/21/2020		91.05CR	092786	
	I-3114794	BAY TOWEL INC	R	7/21/2020		112.04CR	092786	491.98
8162	ANGELA BOUGIE							
	I-202007090779	ANGELA BOUGIE	R	7/21/2020		145.00CR	092787	
	I-202007090780	ANGELA BOUGIE	R	7/21/2020		125.00CR	092787	270.00
0038	BROADWAY AUTOMOTIVE INC							
	I-499170P	BROADWAY AUTOMOTIVE INC	R	7/21/2020		70.13CR	092788	
	I-993965P	BROADWAY AUTOMOTIVE INC	R	7/21/2020		107.67CR	092788	177.80
0039	BROOKS TRACTOR INC							
	I-D82582	BROOKS TRACTOR INC	R	7/21/2020		59.28CR	092789	59.28
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-44027	BROWN COUNTY PORT SOLID WASTE	R	7/21/2020		35,994.94CR	092790	35,994.94
1	BUCHHOLZ, ELAINE							
	I-202007090781	STEPPING ON	R	7/21/2020		20.00CR	092791	20.00

Attachment: 7-21-2020 VOUCHERS (9800 : Voucher approval.)

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6061	CARRICO AQUATIC RESOURCES INC							
	I-20202602	CARRICO AQUATIC RESOURCES INC	R	7/21/2020		3,476.25CR	092792	3,476.25
0536	CDW GOVERNMENT INC							
	I-ZDT9682	CDW GOVERNMENT INC	R	7/21/2020		155.95CR	092793	
	I-ZDZ1261	CDW GOVERNMENT INC	R	7/21/2020		1,279.80CR	092793	1,435.75
2708	CLEANING SOLUTION SERVICES INC							
	I-20615	CLEANING SOLUTION SERVICES INC	R	7/21/2020		1,408.76CR	092794	
	I-20616	CLEANING SOLUTION SERVICES INC	R	7/21/2020		2,294.44CR	092794	
	I-20619	CLEANING SOLUTION SERVICES INC	R	7/21/2020		1,403.72CR	092794	5,106.92
6414	COMMUNICATIONS ENGINEERING CO							
	I-339295	COMMUNICATIONS ENGINEERING CO	R	7/21/2020		995.00CR	092795	
	I-339475	COMMUNICATIONS ENGINEERING CO	R	7/21/2020		425.00CR	092795	1,420.00
7997	COMPLETE OFFICE							
	I-AR19057	COMPLETE OFFICE	R	7/21/2020		27.53CR	092796	27.53
8208	PERRI DESTAUTEL							
	I-202007090782	PERRI DESTAUTEL	R	7/21/2020		1,370.00CR	092797	1,370.00
7809	DIAMOND DETAILING							
	I-5193	DIAMOND DETAILING	R	7/21/2020		155.00CR	092798	155.00
8209	AMANDA DIX							
	I-202007090783	AMANDA DIX	R	7/21/2020		180.00CR	092799	180.00
8167	SARA DUQUAINE							
	I-202007090784	SARA DUQUAINE	R	7/21/2020		760.00CR	092800	760.00
0944	ELECTION SYSTEMS & SOFTWARE INC							
	I-1144207	ELECTION SYSTEMS & SOFTWARE IN	R	7/21/2020		5,980.00CR	092801	5,980.00
0086	ERC INC							
	I-0620-6057	ERC INC	R	7/21/2020		429.00CR	092802	429.00
8210	ALLISON FELCHLIN							
	I-202007090785	ALLISON FELCHLIN	R	7/21/2020		813.00CR	092803	813.00
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-21155	FIRE APPARATUS & EQUIPMENT INC	R	7/21/2020		319.51CR	092804	319.51

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0200	FIRST SUPPLY LLC							
	I-12254050-00	FIRST SUPPLY LLC	R	7/21/2020		4.07CR	092805	
	I-12258917-00	FIRST SUPPLY LLC	R	7/21/2020		143.73CR	092805	
	I-12259882-00	FIRST SUPPLY LLC	R	7/21/2020		100.89CR	092805	
	I-12261484-00	FIRST SUPPLY LLC	R	7/21/2020		62.95CR	092805	
	I-12261961-00	FIRST SUPPLY LLC	R	7/21/2020		10.39CR	092805	322.03
7767	FREEDOM OVERHEAD DOORS							
	I-38813	FREEDOM OVERHEAD DOORS	R	7/21/2020		30.00CR	092806	
	I-38846	FREEDOM OVERHEAD DOORS	R	7/21/2020		240.00CR	092806	270.00
5349	RYAN GLIME							
	I-202007090786	RYAN GLIME	R	7/21/2020		108.12CR	092807	108.12
5830	GRAEF INC							
	I-110589	GRAEF INC	R	7/21/2020		3,575.00CR	092808	3,575.00
4902	HALRON LUBRICANTS INC							
	I-1150611-00	HALRON LUBRICANTS INC	R	7/21/2020		94.42CR	092809	
	I-1160756-00	HALRON LUBRICANTS INC	R	7/21/2020		160.08CR	092809	
	I-1161417-00	HALRON LUBRICANTS INC	R	7/21/2020		1,396.00CR	092809	1,650.50
8211	MARY HARPER							
	I-202007090787	MARY HARPER	R	7/21/2020		20.00CR	092810	20.00
8212	SUE HEIMERL							
	I-202007090801	SUE HEIMERL	R	7/21/2020		325.00CR	092811	325.00
1252	HURCKMAN MECHANICAL INDUSTRIES INC							
	I-C002060	HURCKMAN MECHANICAL INDUSTRIES	R	7/21/2020		871.35CR	092812	
	I-C002061	HURCKMAN MECHANICAL INDUSTRIES	R	7/21/2020		1,650.90CR	092812	
	I-C002062	HURCKMAN MECHANICAL INDUSTRIES	R	7/21/2020		1,340.10CR	092812	
	I-C002063	HURCKMAN MECHANICAL INDUSTRIES	R	7/21/2020		1,145.30CR	092812	5,007.65
5484	HYDROCORP INC							
	I-57946-IN	HYDROCORP INC	R	7/21/2020		2,648.00CR	092813	2,648.00
6342	IDEA DINER							
	I-50010020	IDEA DINER	R	7/21/2020		120.00CR	092814	120.00
1399	INDOFF INC							
	I-3379936	INDOFF INC	R	7/21/2020		25.89CR	092815	
	I-3381053	INDOFF INC	R	7/21/2020		13.30CR	092815	
	I-3382244	INDOFF INC	R	7/21/2020		294.40CR	092815	333.59

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0567	INDUSTRIAL MARKETING CORP							
	I-43292	INDUSTRIAL MARKETING CORP	R	7/21/2020		76.74CR	092816	76.74
2602	JOSSART BROTHERS INC							
	I-20-01B (3)	JOSSART BROTHERS INC	R	7/21/2020		397,612.44CR	092817	
	I-20-02 (2)	JOSSART BROTHERS INC	R	7/21/2020		189,279.57CR	092817	
	I-202007090790	JOSSART BROTHERS INC	R	7/21/2020		2,768.74CR	092817	589,660.75
1276	JX ENTERPRISES INC							
	I-14130706P	JX ENTERPRISES INC	R	7/21/2020		6.22CR	092818	
	I-14131201P	JX ENTERPRISES INC	R	7/21/2020		23.68CR	092818	
	I-14132124P	JX ENTERPRISES INC	R	7/21/2020		18.36CR	092818	
	I-14132491P	JX ENTERPRISES INC	R	7/21/2020		706.87CR	092818	755.13
3140	KUNDINGER FLUID POWER INC							
	I-50597673	KUNDINGER FLUID POWER INC	R	7/21/2020		137.62CR	092819	137.62
8213	CARLA LINDLEY							
	I-202007090791	CARLA LINDLEY	R	7/21/2020		160.00CR	092820	160.00
7446	MACQUEEN EQUIPMENT GROUP							
	I-P14043	MACQUEEN EQUIPMENT GROUP	R	7/21/2020		286.68CR	092821	286.68
8214	SERENITY MASON							
	I-202007090792	SERENITY MASON	R	7/21/2020		202.00CR	092822	202.00
1	MEINTZER, GAIL							
	I-202007090793	STEPPING ON REF	R	7/21/2020		20.00CR	092823	20.00
0173	MENARDS INC							
	C-67281	MENARDS INC	R	7/21/2020		49.98	092824	
	C-67360	MENARDS INC	R	7/21/2020		49.96	092824	
	C-68009	MENARDS INC	R	7/21/2020		30.98	092824	
	I-67278	MENARDS INC	R	7/21/2020		287.84CR	092824	
	I-67734	MENARDS INC	R	7/21/2020		21.88CR	092824	
	I-67777	MENARDS INC	R	7/21/2020		17.67CR	092824	
	I-67993	MENARDS INC	R	7/21/2020		358.99CR	092824	
	I-68009	MENARDS INC	R	7/21/2020		141.87CR	092824	
	I-68011	MENARDS INC	R	7/21/2020		2.35CR	092824	
	I-68074	MENARDS INC	R	7/21/2020		35.40CR	092824	
	I-68123	MENARDS INC	R	7/21/2020		93.99CR	092824	
	I-68137	MENARDS INC	R	7/21/2020		19.98CR	092824	
	I-68408	MENARDS INC	R	7/21/2020		14.99CR	092824	
	I-68423	MENARDS INC	R	7/21/2020		32.02CR	092824	896.06

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VOID	VOID CHECK		V	7/21/2020			092825	**VOID**
8215	VANESSA MOMMAERTS							
	I-202007090794	VANESSA MOMMAERTS	R	7/21/2020		160.00CR	092826	160.00
0076	NASSCO INC							
	I-S2636317.001	NASSCO INC	R	7/21/2020		327.67CR	092827	
	I-S2636317.002	NASSCO INC	R	7/21/2020		108.36CR	092827	436.03
3191	NCI							
	I-AR18680	NCI	R	7/21/2020		49.90CR	092828	49.90
0531	NORTHEAST AUTO PARTS INC							
	I-348829	NORTHEAST AUTO PARTS INC	R	7/21/2020		108.37CR	092829	
	I-348952	NORTHEAST AUTO PARTS INC	R	7/21/2020		53.97CR	092829	
	I-348979	NORTHEAST AUTO PARTS INC	R	7/21/2020		93.99CR	092829	
	I-349073	NORTHEAST AUTO PARTS INC	R	7/21/2020		39.38CR	092829	
	I-349123	NORTHEAST AUTO PARTS INC	R	7/21/2020		18.20CR	092829	
	I-349140	NORTHEAST AUTO PARTS INC	R	7/21/2020		17.94CR	092829	
	I-349198	NORTHEAST AUTO PARTS INC	R	7/21/2020		129.90CR	092829	461.75
5433	NORTHEAST WI TECH COLLEGE							
	I-CS34302	NORTHEAST WI TECH COLLEGE	R	7/21/2020		887.50CR	092830	887.50
8019	OFFICE ENTERPRISES INC							
	I-467059	OFFICE ENTERPRISES INC	R	7/21/2020		380.39CR	092831	380.39
8216	NICK OLMSTED							
	I-202007090795	NICK OLMSTED	R	7/21/2020		771.00CR	092832	771.00
0197	PACKER CITY INTL TRUCKS INC							
	I-X101127539:01	PACKER CITY INTL TRUCKS INC	R	7/21/2020		103.08CR	092833	103.08
8217	MICHELLE PIERQUET-HOHNER							
	I-202007090802	MICHELLE PIERQUET-HOHNER	R	7/21/2020		750.00CR	092834	750.00
6126	PM SUPPLY LLC							
	I-83188	PM SUPPLY LLC	R	7/21/2020		955.12CR	092835	955.12
0208	POMP'S TIRE SERVICE INC							
	C-90064797	POMP'S TIRE SERVICE INC	R	7/21/2020		64.56	092836	
	I-90065382	POMP'S TIRE SERVICE INC	R	7/21/2020		124.00CR	092836	
	I-90065431	POMP'S TIRE SERVICE INC	R	7/21/2020		904.04CR	092836	963.48

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1246	PREVEA HEALTH							
	I-127070	PREVEA HEALTH	R	7/21/2020		718.00CR	092837	
	I-127869	PREVEA HEALTH	R	7/21/2020		185.60CR	092837	903.60
5055	QUALITY TRUCK CARE CENTER INC							
	I-X104003067:02	QUALITY TRUCK CARE CENTER INC	R	7/21/2020		217.11CR	092838	217.11
6948	RAY'S TIRE							
	I-1013348	RAY'S TIRE	R	7/21/2020		901.84CR	092839	901.84
0225	RED D MIX CONCRETE INC							
	I-76093	RED D MIX CONCRETE INC	R	7/21/2020		135.60CR	092840	135.60
0227	REINDERS INC							
	I-1835523-01	REINDERS INC	R	7/21/2020		373.90CR	092841	
	I-1836577-00	REINDERS INC	R	7/21/2020		52.21CR	092841	426.11
8157	RUEKERT & MIELKE							
	I-132362	RUEKERT & MIELKE	R	7/21/2020		45,530.00CR	092842	45,530.00
1023	S & S WORLDWIDE INC							
	I-IN 100536768	S & S WORLDWIDE INC	R	7/21/2020		25.92CR	092843	25.92
0235	SAINT VINCENT HOSPITAL							
	I-51607	SAINT VINCENT HOSPITAL	R	7/21/2020		21.07CR	092844	21.07
8202	SHERWIN WILLIAMS CO							
	I-2702-7	SHERWIN WILLIAMS CO	R	7/21/2020		33.51CR	092845	33.51
2791	SIRCHIE FINGER PRINT LABS LLC							
	I-450349-IN	SIRCHIE FINGER PRINT LABS LLC	R	7/21/2020		19.50CR	092846	19.50
8149	SUPERIOR SEWER AND WATER INC							
	I-20-01A (3)	SUPERIOR SEWER AND WATER INC	R	7/21/2020		572,656.83CR	092847	572,656.83
1528	TEAM APPAREL & SPECIALTIES INC							
	I-118158	TEAM APPAREL & SPECIALTIES INC	R	7/21/2020		446.35CR	092848	446.35
0268	TRUCK EQUIPMENT INC							
	I-903135-00	TRUCK EQUIPMENT INC	R	7/21/2020		233.00CR	092849	
	I-904600-00	TRUCK EQUIPMENT INC	R	7/21/2020		173.03CR	092849	
	I-908262-00	TRUCK EQUIPMENT INC	R	7/21/2020		113.55CR	092849	519.58

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8218	TSI INC							
	I-91226633	TSI INC	R	7/21/2020		17,345.86CR	092850	17,345.86
7830	TUNDRA APPAREL AND PROMOTIONS							
	I-1873	TUNDRA APPAREL AND PROMOTIONS	R	7/21/2020		80.40CR	092851	80.40
0272	UNIFORM SHOPPE INC							
	I-300058	UNIFORM SHOPPE INC	R	7/21/2020		10.00CR	092852	
	I-300071	UNIFORM SHOPPE INC	R	7/21/2020		899.95CR	092852	
	I-300480	UNIFORM SHOPPE INC	R	7/21/2020		149.85CR	092852	
	I-300628	UNIFORM SHOPPE INC	R	7/21/2020		84.95CR	092852	
	I-300743	UNIFORM SHOPPE INC	R	7/21/2020		133.90CR	092852	
	I-300770	UNIFORM SHOPPE INC	R	7/21/2020		520.65CR	092852	
	I-300772	UNIFORM SHOPPE INC	R	7/21/2020		5.95CR	092852	
	I-300774	UNIFORM SHOPPE INC	R	7/21/2020		69.95CR	092852	
	I-300792	UNIFORM SHOPPE INC	R	7/21/2020		42.95CR	092852	1,918.15
8219	KRIS URBAN							
	I-202007090796	KRIS URBAN	R	7/21/2020		145.00CR	092853	145.00
8220	VANBOXTEL RV AND AUTO							
	I-59586	VANBOXTEL RV AND AUTO	R	7/21/2020		148.50CR	092854	148.50
7210	VANDEN PLAS PORTABLE SOLUTIONS LLC							
	I-2141	VANDEN PLAS PORTABLE SOLUTIONS	R	7/21/2020		133.00CR	092855	133.00
3767	VDH ELECTRIC INC							
	I-22857	VDH ELECTRIC INC	R	7/21/2020		2,106.84CR	092856	2,106.84
3707	VIKING ELECTRIC SUPPLY							
	I-S003727981.002	VIKING ELECTRIC SUPPLY	R	7/21/2020		93.30CR	092857	
	I-S003732318.002	VIKING ELECTRIC SUPPLY	R	7/21/2020		14.21CR	092857	
	I-S003732318.003	VIKING ELECTRIC SUPPLY	R	7/21/2020		42.63CR	092857	
	I-S003732582.001	VIKING ELECTRIC SUPPLY	R	7/21/2020		89.04CR	092857	239.18
8221	TARA WALDER							
	I-202007090797	TARA WALDER	R	7/21/2020		190.00CR	092858	190.00
8028	WARNER-WEXEL LLC							
	I-205010	WARNER-WEXEL LLC	R	7/21/2020		92.30CR	092859	
	I-205298	WARNER-WEXEL LLC	R	7/21/2020		46.56CR	092859	138.86

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5633	WAUSAU TILE INC							
	I-600378	WAUSAU TILE INC	R	7/21/2020		13,886.00CR	092860	13,886.00
8222	NICOLE WELSING							
	I-202007090798	NICOLE WELSING	R	7/21/2020		747.00CR	092861	747.00
2645	WI DEPT OF JUSTICE							
	I-202007090799	WI DEPT OF JUSTICE	R	7/21/2020		35.00CR	092862	35.00
7710	WI HUMANE SOCIETY							
	I-1755	WI HUMANE SOCIETY	R	7/21/2020		177.00CR	092863	177.00
7350	WI MEDIA							
	I-3417050	WI MEDIA	R	7/21/2020		1,392.37CR	092864	1,392.37
8223	ROCHELLE WYPISZYNSKI							
	I-202007090800	ROCHELLE WYPISZYNSKI	R	7/21/2020		905.00CR	092865	905.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	85	0.00	1,334,213.96	1,334,213.96
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	86	0.00	1,334,213.96	1,334,213.96

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	7/2020	116,400.45CR
201	7/2020	47,014.00CR
405	7/2020	1,162,547.30CR
601	7/2020	4,816.42CR
650	7/2020	3,435.79CR
ALL		1,334,213.96CR

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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 21, 2020**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**