



Common Council

335 South Broadway

De Pere, WI 54115

<http://www.de-pere.org>

Regular Meeting

Agenda

Tuesday, December 17, 2013

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a Regular Meeting of the **Common Council** of the City of De Pere will be held on **December 17, 2013** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115**.

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

Call to order.

1. Roll Call
2. Pledge of Allegiance.
3. Approval of the Minutes of the December 3, 2013 Common Council Meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. Recommendation from the Plan Commission for a CSM Application for a two lot and single outlot CSM at 647 Black Earth Drive.
6. Recommendation from the Plan Commission for a CSM Application for a two lot and single outlot CSM on Ravine Road.
7. Recommendation from the Finance/Personnel Committee to Accept \$250 Donation from Shopko to Police Department for Training Room.
8. Recommendation from the Finance/Personnel Committee to create a high deductible health plan and decrease the HRA contribution for employees contingent upon the failure of ratification of the police and fire contracts.
9. Recommendation from the Board of Public Works to Award Project 13-06 to Relyco, Inc.
10. Ordinance #13-25, Amending §1-11(e) De Pere Municipal Code Regarding Penalties for Municipal Ordinance Violations.
11. Ordinance #13-26, Amending §6-4(b) De Pere Municipal Code Regarding the Board of Public Works.
12. Ordinance #13-27, Amending §54-8 De Pere Municipal Code Regarding Moving or Razing Buildings.
13. Ordinance #13-28, Amendment Chapter 118 De Pere Municipal Code Regarding Exemptions to Taxicab License.
14. Resolution #13-155, Accepting Offer from Wisconsin Department of Transportation (WisDOT) for City to Purchase Former WisDOT Bridge Approach Property for Public Use.
15. Resolution #13-156, Authorizing Agreement Regarding the Sale and Purchase of Certain Property Between Cleo J. Klubertanz and the City of De Pere.

16. Resolution #13-157 Authorizing Facade Improvement Grant to Danen Properties, LLC (615-617 George Street).
17. Resolution #13-158, Authorizing and Approving a Revocable Occupancy Permit for 4 Forte, LLC for the Installation and Maintenance of Concrete Curb (950 Main Avenue).
18. Resolution #13-159, Approving Agreement for HVAC Preventative Maintenance Between the City of De Pere and Tweet-Garot Mechanical, Inc.
19. Resolution #13-160, Authorizing Second Amendment to Agricultural Farm Lease and Grass Cutting Agreement.
20. Resolution #13-161, Authorizing Development Agreement Between the City of De Pere and American Drive Realty, LLC.
21. Resolution #13-162, Authorizing Facilities Use Agreement (De Pere Fiber Optic Group - WiscNet).
22. Resolution #13-163, Opposing Assembly Bill 522 Requiring Municipalities to Share Payments in Lieu of Tax (PILOTs) with Other Taxing Jurisdictions.
23. Resolution #13-164, Authorizing Submission of Wisconsin Economic Development Corporation Grant for Community Development Investment Program.
24. Resolution #13-165, Ratifying Grant Application to Wisconsin State Energy Office for Clean Energy Investments.
25. Resolution #13-166, Revising Sewer Service Rates (December 2013).
26. Resolution #13-167, Authorizing Increase in Municipal Court Fees.
27. Resolution #13-168, Regarding Certain Fees.
28. Resolution #13-169, Regarding De Pere Parks, Recreation & Forestry Recreation Programs, Swimming Pools and Community Center Fees 2014.
29. Resolution #13-170, Authorizing Services Scope Statement with Kronos Incorporated.
30. Resolution #13-171, Adopting City of De Pere Employee Policy Manual.
31. Appointment of Election Officials for 2014-2015 Elections.
32. Voucher Approval.
33. Operator License Applications
34. Future agenda items.
35. Review tentative successor collective bargaining agreements with the De Pere Police Benevolent Association and the De Pere Professional Firefighters Association.
PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(e), the Council may convene in closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

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

- 36. Resolution #13-172, Ratifying Contract with the De Pere Police Benevolent Association.
- 37. Resolution #13-173, Ratifying Contract with the De Pere Professional Firefighters Association, IAFF Local 141.
- 38. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda sent to:

Mayor
Alderspersons
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Cleo Klubertanz
Danen Properties, LLC
4 Forte, LLC
Joseph Daul
Mark Soderlund
Jake Nowak
Tom Nelson
Chad Bronkhorst
Daniel J. Roarty
Brad Ottum
Dave Lemay
Mark Velicer
Lee Hammen
Brian Hesprich
Mike Konecny
Greg Archambault

Former Claude-Allouez Bridge Approach:

Marlin Huppert
Maureen Vanden Hogan
Marc Brummel
David Duquette
Joe Seroogy
Steven Lepak
Susan Gallagher Lepak
Mural Adams

Susan Crevier Frost
Susan Zurawski
Ryan Jennings
Mary Jane Herber
Dan Robinson

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the December 3, 2013 Common Council Meeting.

ATTACHMENTS:

- Minutes Council 12-03-2013 City of De Pere (DOCX)



Common Council

335 South Broadway

De Pere, WI 54115

<http://www.de-pere.org>

Regular Meeting

Draft Minutes

Tuesday, December 3, 2013

7:30 PM

De Pere City Hall Council Chambers

1. Call to order

The meeting was called to order at 7:30 PM by Mayor Michael J. Walsh

Attendee Name	Title	Status	Arrived
Michael J. Walsh	Mayor	Present	
Kevin Bauer	Aldersperson	Present	
James Boyd	Aldersperson	Present	
Scott Crevier	Aldersperson	Present	
Michael Donovan	Aldersperson	Present	
Bob Heuvelmans	Aldersperson	Present	
Jim Kneiszel	Aldersperson	Present	
Larry Lueck	Aldersperson	Present	
Lisa Rafferty	Aldersperson	Present	

2. Pledge of Allegiance to the Flag.

The Council said the Pledge of Allegiance.

3. Approval of the Minutes of the November 19, 2013 Common Council Meeting.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Michael Donovan, Aldersperson
SECONDER: Scott Crevier, Aldersperson
AYES: Bauer, Boyd, Crevier, Donovan, Heuvelmans, Kneiszel, Lueck, Rafferty

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

Susan Gallagher Lepak and Henry Lepak came forward to discuss their concern with safety at the North Broadway and Randall pedestrian crossing. They requested that Public Works review the crossing and provided the Council with a letter from other concerned residents in the area. This item will be discussed at the next Traffic and Parking Team meeting.

5. Recommendation from the License Committee on an Application for a Temporary Premise Description Change for St. Norbert College. Aldersperson Crevier abstained from voting on this item as St. Norbert College is his employer.

RESULT: ADOPTED [7 TO 0]
MOVER: Kevin Bauer, Aldersperson
SECONDER: Bob Heuvelmans, Aldersperson
AYES: Bauer, Boyd, Donovan, Heuvelmans, Kneiszel, Lueck, Rafferty
ABSTAIN: Scott Crevier

6. Recommendation from the License Committee on an Application for Change of Agent for The Green Room.

Attachment: Minutes Council 12-03-2013 City of De Pere (1654 : Approval of the Minutes of the December 3, 2013 Common Council Meeting.)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Bob Heuvelmans, Alderperson
SECONDER: Kevin Bauer, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Heuvelmans, Kneiszel, Lueck, Rafferty

7. Recommendation from the Board of Park Commissioners to accept \$500 donation from De Pere Christian Outreach to Recreation Scholarship Fund

RESULT: ADOPTED [UNANIMOUS]
MOVER: Lisa Rafferty, Alderperson
SECONDER: Jim Kneiszel, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Heuvelmans, Kneiszel, Lueck, Rafferty

8. Recommendation from Board of Park Commissioners to approve donation from SEEDS to place interpretive sign next to Native Plant Garden in Voyageur Park.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Michael Donovan, Alderperson
SECONDER: James Boyd, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Heuvelmans, Kneiszel, Lueck, Rafferty

9. Resolution #13-152, Authorizing Division of Public Health Contract Agreement (Consolidated Contracts).

RESULT: ADOPTED [UNANIMOUS]
MOVER: Larry Lueck, Alderperson
SECONDER: Jim Kneiszel, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Heuvelmans, Kneiszel, Lueck, Rafferty

10. Resolution #13-153, Authorizing Memorandum of Understanding for Local Preparedness Services among Brown County Health Department, City of De Pere Health Department and Oneida Community Health.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jim Kneiszel, Alderperson
SECONDER: Lisa Rafferty, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Heuvelmans, Kneiszel, Lueck, Rafferty

11. Resolution #13-154, Authorizing Agreement Regarding the Sale and Option to Purchase Certain Property Adjacent to Commerce Drive Between the City of De Pere and BCD Holdings, LLC.

RESULT: ADOPTED [UNANIMOUS]
MOVER: James Boyd, Alderperson
SECONDER: Scott Crevier, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Heuvelmans, Kneiszel, Lueck, Rafferty

12. Review options for former bridge approach site.
City Planner Ken Pabich provided the Council with a summary of recent communications with the Department of Transportation (WisDOT). The three options available to the Common Council are the following:

#1: Acquiring the property for transportation use (no cost);

#2: Acquiring the property for public use (purchase for \$79,000); and

#3: Allowing property to be sold by private bid/auction.

Mayor Walsh stated that this item is on the agenda to see what direction the Council wants to take; a resolution reflecting the Council's decision will be drafted and presented at the next Common Council Meeting on December 17.

Aldersperson Kneiszel moved, seconded by Aldersperson Heuvelmans for staff to prepare a resolution for Option #2 (option to purchase property from WisDOT). Discussion followed.

Aldersperson Crevier moved, seconded by Aldersperson Kneiszel to open the meeting. Upon vote, motion carried unanimously.

The following people spoke in favor of Option #2:

Joe Seroogy, Susan Gallagher Lepak, Mural Adams, Susan Crevier Frost, Susan Zurawski, David Duquette, Mark Rummel, Ryan Jennings, Mary Jane Herber, and Dan Robinson.

Aldersperson Heuvelmans moved, seconded by Aldersperson Crevier to close the meeting. Upon vote, motion carried unanimously.

Mayor Walsh also mentioned two emails that he received supporting Option #2 from Fred and Lois Wessel and Kathy and Gene Hackbarth.

Upon vote on the motion by Aldersperson Kneiszel to prepare a resolution for Option #2, the motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Kneiszel, Aldersperson
SECONDER:	Bob Heuvelmans, Aldersperson
AYES:	Bauer, Boyd, Crevier, Donovan, Heuvelmans, Kneiszel, Lueck, Rafferty

13. Voucher Approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Aldersperson
SECONDER:	Lisa Rafferty, Aldersperson
AYES:	Bauer, Boyd, Crevier, Donovan, Heuvelmans, Kneiszel, Lueck, Rafferty

14. Operator License Applications

CITY OF DE PERE - DECEMBER 3, 2013				
ITEM#	NAME	ADDRESS	CITY	ST
PREVIOUSLY TABLED OPERATOR LICENSE APPLICATIONS				
1	TREPANIER, KRISTIN N.	1187 OREGAN ST.	GREEN BAY	WI
OPERATOR LICENSE APPLICATIONS FOR THE 2012-2014 LICENSING PERI				
1	BERO, MISTY M.	1410 S. NORWOOD AVE.	GREEN BAY	WI
2	KREBSBACH, EMILY M.	892 WAVERLY PL.	GREEN BAY	WI
3	LIBASSI, SAVANNAH	2682 ALLOUEZ AVE.	GREEN BAY	WI
4	STROOBANTS, JULIE A.	1326 CHICAGO ST.	GREEN BAY	WI
5	YOUNG, LONDON S.	3079 CORNELIUS CT.	GREEN BAY	WI

Alderson Bauer moved, seconded by Alderson Heuvelmans to table Previously Tabled Operator License Application #1. Upon vote, motion carried unanimously.

Alderson Bauer moved, seconded by Alderson Boyd to table Operator License Application #1 and to approve Operator License Applications #2-5. Upon vote, motion carried unanimously.

15. Future agenda items.

Alderson Crevier requested that City Staff determine what the City needs to provide the DOT with regarding the purchase of the former bridge approach site and the public use option.

16. Adjournment.

Alderson Donovan moved, seconded by Alderson Crevier to adjourn the meeting at 8:52 p.m.

Respectfully submitted,

Shana Defnet
Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Recommendation from the Plan Commission for a CSM Application
for a two lot and single outlot CSM at 647 Black Earth Drive.

The Plan Commission recommended approval of the CSM.

ATTACHMENTS:

- Blackearth CSM (PDF)

	CITY OF DE PERE APPLICATION FOR CSM REVIEW	Fee: \$ 300.00
		Receipt #: _____
		Date: _____

Please print or type using black ink for duplicating purposes.

A. Property Owner: Name: Hillcrest Lumber Inc
Mailing Address: 2986 CTH PP DePere, WI 54115
Phone: 337-2450 Fax #: _____
E-Mail Address: _____
Signature: _____ Date: _____

I hereby appoint the following as my agent for purposes of this application:

Agent: Name: Steve Bieda - Mau E. Associates
Mailing Address: 400 Security Blvd Green Bay
Phone: 434-9670 Fax #: 434-9672
E-Mail Address: sbieda@mau-associates.com
Signature: [Signature] Date: 1-18-13

B. Property Information

Address/Location of Property: 674 Black Earth Dr.
River Park 7th Addition

Parcel #: ED-2513

NOTE: Please submit thirteen (13) copies of the CSM if property is located within the City or two (2) copies of the CSM if the property is located within the extraterritorial jurisdiction.

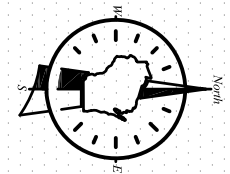
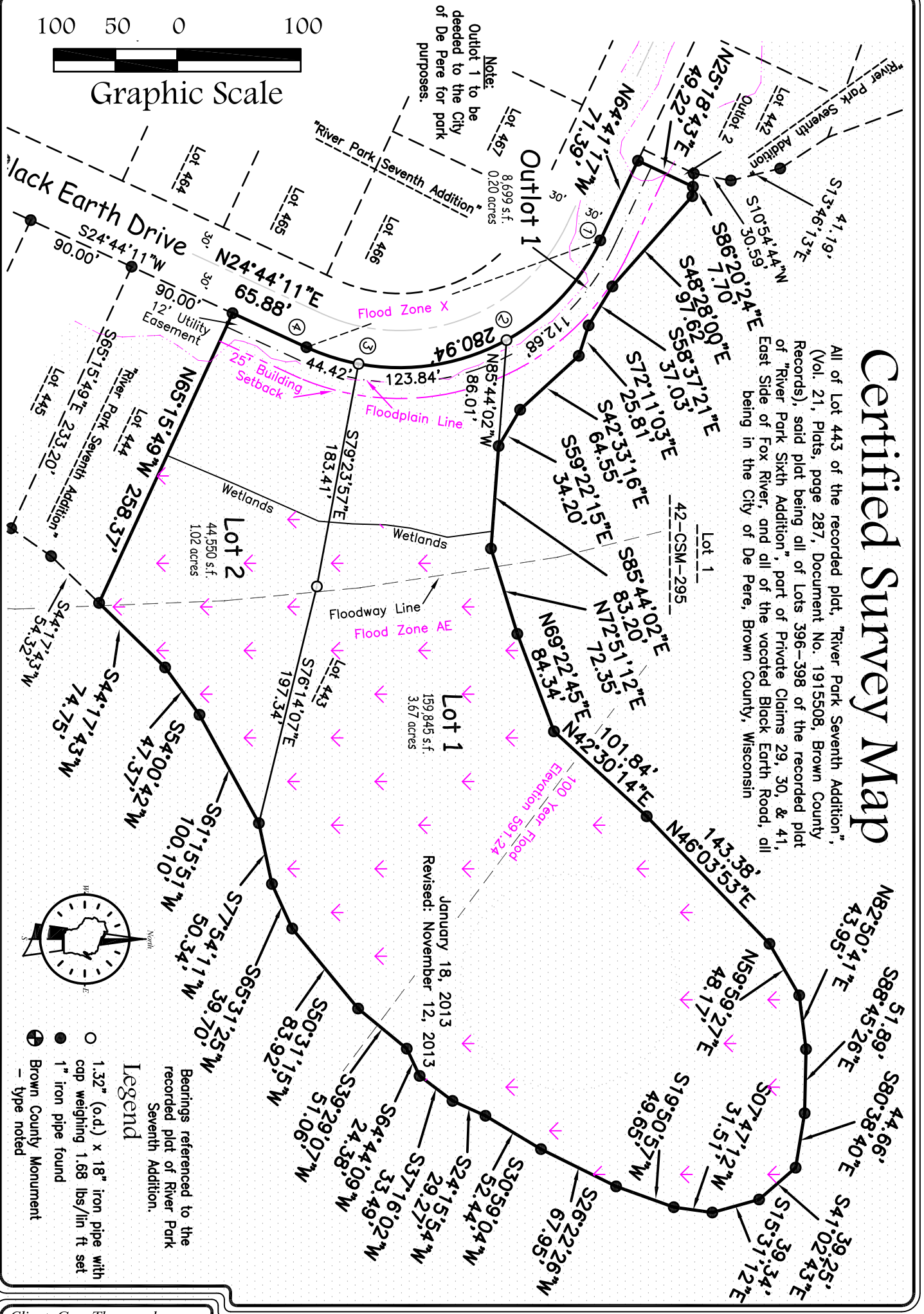
A CSM Review is requested as authorized by the De Pere Municipal Code, Chapter 46.

Signed: [Signature]
Applicant/Agent

Dated: 1-18-13

Certified Survey Map

All of Lot 443 of the recorded plat, "River Park Seventh Addition", (Vol. 21, Plats, page 287, Document No. 1915508, Brown County Records), said plat being all of Lots 396-398 of the recorded plat of "River Park Sixth Addition", part of Private Claims 29, 30, & 41, East Side of Fox River, and all of the vacated Black Earth Road, all being in the City of De Pere, Brown County, Wisconsin



- Legend**
- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
 - 1" iron pipe found
 - Brown County Monument
 - type noted

Client: Greg Thousand
 Drafted By: JMP
 Tax Parcel Number: ED-2513
 File: m-15998CSM Lot 443 110513.dwg

Scale: 1"=100'

Mau & Associates
 LAND SURVEYING & PLANNING
 CIVIL & WATER RESOURCE ENGINEERING
 Phone: 920-434-9670 Fax: 920-434-9672

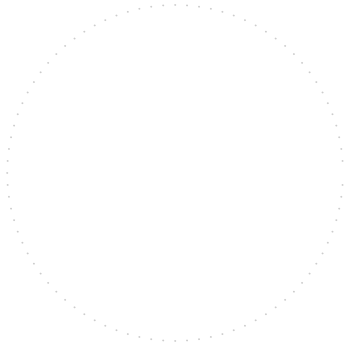
Sheet One of Four
 Project No.: M-15998
 Drawing No.: L-8389

SURVEYOR’S CERTIFICATE

I, Steven M. Bieda, Registered Land Surveyor, S–2275, do hereby certify that I have surveyed, divided and mapped All of Lot 443 of the recorded plat, "River Park Seventh Addition", (Vol. 21, Plats, page 287, Document No. 1915508, Brown County Records), said plat being all of Lots 396–398 of the recorded plat of "River Park Sixth Addition", part of Private Claims 29, 30, & 41, East Side of Fox River, and all of the vacated Black Earth Road, all being in the City of De Pere, Brown County, Wisconsin.

Parcel contains 213,094 square feet / 4.89 acres more or less.
Parcel subject to any easements and restrictions of record.

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes, the City of De Pere dividing and mapping the same.



January 17, 2013
Revised: November 12, 2013

CERTIFICATE FOR THE CITY OF DE PERE

Approved for the City of DePere this ____ day of _____, 20__.

Ken Pabich
Director of Planning

TREASURER’S CERTIFICATE

As duly elected/appointed City of De Pere Treasurer and Brown County Treasurer, we hereby certify that the records in our office show no unredeemed tax sales and no unpaid taxes or special assessments affecting any of the lands included in this Certified Survey Map as of the dates listed below.

Kerry M. Blaney Date
Brown County Treasurer

Shana L. Defnet Date
De Pere City Treasurer

Curve Data

Curve No.	Arc Length	Radius	Chord Length	Chord Bearing	Central Angle	Tangent Bearing
1–4	280.94	180.00	253.28	N19°58’33”W	89°25’28”	
1–2	112.68	180.00	110.85	S46°45’14”E	35°52’04”	
2–3	123.84	180.00	121.42	S09°06’35”E	39°25’16”	
3–4	44.42	180.00	44.30	S17°40’07”W	14°08’08”	

NOTES:

- 1) The approximate 100 year flood elevation is 591.24 according to FEMA FIRM Map 55009C0259, dated August 18, 2009. Property falls within Flood Zone AE.
- 2) Outlot 1 is dedicated to the City of De Pere for public access.
- 3) Lots 1–2 and Outlot 1 include wetland areas that may require permits from the Wisconsin Department of Natural Resources, Army Corps of Engineers, Brown County Planning Commission, or the local municipality Zoning Administrator’s Office prior to any development activity.

Sheet Two of Four
Project No.: M-15998
Drawing No.: L-8389

Attachment: Blackearth CSM (1681 : Recommendation from PC - Grant CSM)

OWNER'S CERTIFICATE

As Owners, Greg Thousand & Tina Cody, We hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. We also certify that this Certified Survey Map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

City of De Pere

Greg Thousand Tina Cody

Personally came before me this ____ day of _____, 20____, the above named owners, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public My Commission Expires _____
Brown County, Wisconsin

STATE OF WISCONSIN }
COUNTY OF BROWN } SS

RESTRICTIVE COVENANTS per recorded plat

- 1) The land on all side and rear lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.
- 2) Each lot owner shall grade the property abutting a street to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.
- 3) No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.
- 4) An 8 foot tree planting easement is provided on the front and side of each lot fronting on street with a width of 60 feet or less.
- 5) The City of De Pere requires the installation of sidewalks on all of the following lots and streets: Lots 399 thru 403, 409 thru 411, 423 thru 426, 485 thru 490 and Lot 474 abutting East River Drive, Lots 426 thru 433 and 435 thru 440 abutting Yahara Circle, Lot 433 abutting Pecatonica Court, Lots 490, 475 and 440 thru 455 abutting Tenmile Drive, Black Earth Drive and Charles Street. Sidewalk installation shall be completed prior to issuance of an occupancy permit.
- 6) Lots 1–2 and Outlot 1 contain and environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes wetlands, all land within 35 feet of wetlands 2 acres ore greater, floodway, all land within 35 feet of the floodway or 75 feet beyond the ordinary high water mark – whichever is greater, navigable waterways, and all land within 75 feet of the ordinary high water mark of navigable waterways. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of the Natural Resources.

Grant of Easement per recorded plat:

There is hereby granted jointly to the City of De Pere, Wisconsin, a municipal corporation, Wisconsin Public Service Corporation, and the Wisconsin Telephone Company, both public utilities, and their successors and assigns, a perpetual right-of-way over and across and the easement in all lands designated herein as "Utilities Easement" for the purpose of constructing, installation, and maintenance of the water distribution systems, sanitary and storm sewers, drainage swales, gas and electric distribution systems, telephone systems, and cable television systems. No habitable structures or accessory buildings shall be constructed within or upon said easements. All grades, either constructed or established within said easements, shall not be disturbed or altered. This easement is perpetual.

January 18, 2013
Revised: November 12, 2013
Sheet Three of Four
Project No.: M-15998
Drawing No.: L-8389

Attachment: Blackearth CSM (1681 : Recommendation from PC - Grant CSM)

_____, a corporation duly organized and existing under and by virtue of the laws of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat and does hereby consent to the above certificate of _____, Owner(s). IN WITNESS

(print title #2)

Cathy Williquette Lindsay, Register of Deeds

[COUNTY OF BROWN]

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Recommendation from the Plan Commission for a CSM Application
for a two lot and single outlot CSM on Ravine Road.

Plan Commission recommended approval of the CSM.

ATTACHMENTS:

- Ravine Road CSM (PDF)

Please print or type using black ink for duplicating purposes.

B. Property Information

Address/Location of Property: ROVINE Rd

Parcel #: D-69

A CSM Review is requested as authorized by the De Pere Municipal Code, Chapter 46.

Date _____

Part of the Northwest 1/4 of the Southwest 1/4, Section 34, Township 23 North, Range 20 East, Town of Ledgeview, Brown County, Wisconsin



Surveyors Certificate

I, Leslie D. Van Horn, Professional Land Surveyor #1237, do hereby certify that I have surveyed, divided and mapped part of the Northwest 1/4 of the Southwest 1/4, Section 34, Township 23 North, Range 20 East, Town of Ledgeview, Brown County, Wisconsin bounded and described as follows: Beginning at the West 1/4 corner of Section 34; thence S89°05'42"E 331.71 feet along the north line of the Southwest 1/4 to the east line of the lands described in Jacket 13935 Image 40, also being the east line of Commerce Drive; thence S0°41'24"W 1342.40 feet to an existing 1 inch iron pipe at the southeast corner of the lands described in Jacket 13935 Image 40, also being the west line of Commerce Drive and the extension thereof; thence N88°53'58"W 330.98 to an existing 1 inch iron pipe at the southwest corner of the lands described in Jacket 13935 Image 40, also being the southwest corner of the Northwest 1/4 of the Southwest 1/4; thence N0°39'30"E 1341.28 feet along the west line of the Northwest 1/4 of the Southwest 1/4 to the Point of Beginning, containing 444,600 square feet, or 10.207 acres more or less, subject to any easements and restrictions of record.

I do further certify that I have made such survey by the direction of the owners as listed hereon; that this plat is a correct representation of all the exterior boundaries of the land surveyed and the division thereof; that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes, the Subdivision Ordinances for Brown County and the Town of Ledgeview in surveying, dividing and mapping the same.

Owners Certificate

As owners, we hereby certify that we have caused the lands described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. We also certify that this map is required by ss236.10 or ss236.12 to be submitted to the Town of Ledgeview, the City of De Pere and Brown County for approval or objection.

Cleo J. Klubertanz

Dated

Ronald C. Klubertanz

Dated

STATE OF WISCONSIN)
COUNTY OF BROWN) ss

Personally came before me this _____ day of _____, 2013, the above named owner to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public

Dated

My Commission Expires

Town of Ledgeview

By action of the Town of Ledgeview:

- 1) We agree that the property owner will not be assessed for the construction of the turnaround at the end of Ravine Road in exchange for the easement of the public right-of-way.
- 2) Access to Ravine Road shall be limited to two (2) single-family residences, and non-residential land uses or operations shall be prohibited to access Raviine Road.

Approved by the Town of Ledgeview this _____ day of _____, 2013

City of De Pere

Approved by the City of De Pere this _____ day of _____, 2013

Karen Simons, Village Clerk

Brown County Treasurer

As duly elected Brown County Treasurer, I hereby
certify that the records in our office show no
unredeemed taxes and no unpaid special
assessments affecting any of the lands included in
this Certified Survey Map as of the date listed below.

Kerry M. Blaney

Dated

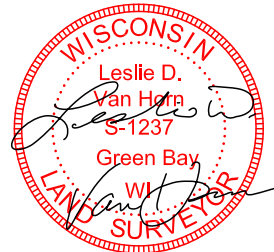
Brown County Planning Commission

Approved by the Brown County Planning Commission

this _____ day of _____, 2013

October 15, 2013

Peter Schleinz, Senior Planner



Register of Deeds

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: December 17, 2013

DEPARTMENT: Finance/Personnel Committee

FROM: Derek Beiderwieden

SUBJECT: Recommendation from the Finance/Personnel Committee to Accept
\$250 Donation from Shopko to Police Department for Training
Room.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: Finance/Personnel Committee

FROM: Shannon Metzler

SUBJECT: Recommendation from the Finance/Personnel Committee to create a high deductible health plan and decrease the HRA contribution for employees contingent upon the failure of ratification of the police and fire contracts.

As of date, we have not reached a settlement in negotiations with either of our protective labor groups; however, we need to move forward in setting our deductibles for 2014. As discussed previously, we plan to increase the deductible for those employees not paying the full employee portion towards WRS.

We are not excited to make this change and realize it seems outrageous. We just want the police and fire units to be like all other employees working for the City of De Pere, who will be paying the full employee portion of WRS in 2014. We are hopeful we will reach a settlement prior to the end of the year so we do not have to implement this high deductible plan, however, if the protective groups do not agree to pay the full portion of WRS, we are under no choice but to increase the deductible.

In 2014 the deductible will increase from \$1,500 (Single) and \$3,000 (Employee +1 & Family) to:

Single: \$12,500
 Employee +1: \$25,000
 Family \$25,000

This will be the new deductible for all employees. Those that are contributing the full employee portion of WRS in 2014 will be reimbursed for any additional money spent on their deductible above our current amounts.

For those employees not contributing the employee portion of WRS, the City would no longer contribute to their Health Reimbursement Account (HRA). The HRA contribution is \$1,000 for those on the single plan and \$2,000 for those on the employee +1 and family plans.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Award Project 13-06 to Relyco, Inc.

Recommendation to the Honorable Mayor and Members of the Common Council as approved by the Board of Public Works at their duly convened meeting held on Monday, December 9, 2013:

Recommend award of contract for Project 13-06 Hemlock Creek Stream Crossing Rebid to Relyco Inc. in the amount of \$116,487.50.

ATTACHMENTS:

- 13-06 ReBid Bid Tab (PDF)

PROJECT 13-06 HEMLOCK CREEK STREAM CROSSING REBID

BID TAB



City of De Pere

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				RELYCO INC		DE GROOT INC		H&H CIVIL CONSTRUCTION		JOSSART BROTHERS, INC.		PTS CONTRACTORS, INC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER													
ST-1	1-96" Diameter Double Wall Corrugated Steel Pipe with Polymeric Interior, 3-84" Diameter Double Wall Corrugated Steel Pipe with Polymeric Interior, 32 feet in length each, to include Excavation for Structures, Backfilling, Pre-manufactured Aluminum Headwalls and Wingwalls and all appurtenances required within the limits of structure construction.	LS	1	\$84,750.00	\$84,750.00	\$88,874.25	\$88,874.25	\$97,000.00	\$97,000.00	\$104,000.00	\$104,000.00	\$102,500.00	\$102,500.00
ST-2	Provide 12" Corrugated Metal Culvert Pipe	LF	30	\$35.00	\$1,050.00	\$50.62	\$1,518.60	\$64.00	\$1,920.00	\$25.00	\$750.00	\$36.40	\$1,092.00
ST-3	Provide 12" Corrugated Metal Endwalls	EA	2	\$135.00	\$270.00	\$101.00	\$202.00	\$258.00	\$516.00	\$100.00	\$200.00	\$124.00	\$248.00
STREET AND DRAINAGE													
SD-1	Provide Clearing and Grubbing to include removal and disposal of all material.	LS	1	\$1,250.00	\$1,250.00	\$6,565.00	\$6,565.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$2,965.00	\$2,965.00
SD-2	Provide Unclassified Excavation for Stream Bed and Bank	LS	1	\$6,000.00	\$6,000.00	\$2,525.00	\$2,525.00	\$6,950.00	\$6,950.00	\$12,000.00	\$12,000.00	\$17,790.00	\$17,790.00
SD-3	Provide Unclassified Excavation for the Trail	LS	1	\$1,050.00	\$1,050.00	\$4,545.00	\$4,545.00	\$2,700.00	\$2,700.00	\$1,500.00	\$1,500.00	\$7,700.00	\$7,700.00
SD-4	Provide 3/8-inch Crushed Rock Chips (Soil Class A-8)	TON	50	\$25.00	\$1,250.00	\$13.77	\$688.50	\$50.00	\$2,500.00	\$15.00	\$750.00	\$12.20	\$610.00
SD-5	Provide 1-1/4-inch Crushed Aggregate Base Course, Gradation No. 2	TON	225	\$17.50	\$3,937.50	\$13.77	\$3,098.25	\$16.00	\$3,600.00	\$12.00	\$2,700.00	\$12.20	\$2,745.00
SD-6	Provide Stream Bed Constructions	SY	70	\$30.00	\$2,100.00	\$19.12	\$1,338.40	\$70.00	\$4,900.00	\$60.00	\$4,200.00	\$73.00	\$5,110.00
SD-7	Landscaping - Topsoil, Seed, Fertilize, Mulch	SY	200	\$3.00	\$600.00	\$8.08	\$1,616.00	\$6.00	\$1,200.00	\$4.00	\$800.00	\$5.55	\$1,110.00
SPECIAL CONSTRUCTION													
SP-1	Install, Maintain, and Remove Silt Fence	LF	200	\$3.00	\$600.00	\$3.03	\$606.00	\$3.00	\$600.00	\$2.00	\$400.00	\$3.40	\$680.00
SP-2	Provide Coconut Fiber Channel Erosion Mat, Class II, Type C	SY	200	\$3.50	\$700.00	\$6.84	\$1,368.00	\$4.20	\$840.00	\$5.00	\$1,000.00	\$5.15	\$1,030.00
SP-3	Provide Extra Heavy Riprap to include Excavation, Filter, Fabric, 6-inch Base Construction.	SY	120	\$65.00	\$7,800.00	\$33.58	\$4,029.60	\$62.00	\$7,440.00	\$50.00	\$6,000.00	\$52.75	\$6,330.00
SP-4	Provide Heavy Riprap to include Excavation, Filter Fabric, 6-inch Base Construction.	SY	30	\$55.00	\$1,650.00	\$30.30	\$909.00	\$90.00	\$2,700.00	\$50.00	\$1,500.00	\$52.75	\$1,582.50
SP-5	Install, Maintain, and Remove Rock Filled, Erosion Control Bags	EA	160	\$8.00	\$1,280.00	\$12.12	\$1,939.20	\$8.00	\$1,280.00	\$8.00	\$1,280.00	\$12.00	\$1,920.00
SP-6	Install, Maintain, and Remove Tracking Pad	EA	1	\$2,000.00	\$2,000.00	\$757.50	\$757.50	\$1,850.00	\$1,850.00	\$750.00	\$750.00	\$795.00	\$795.00
SP-7	Apply Anionic Polyacrylamide (PAM) Temporary Soil Binding Agent	SY	200	\$1.00	\$200.00	\$5.05	\$1,010.00	\$12.00	\$2,400.00	\$3.00	\$600.00	\$1.15	\$230.00
TOTAL AMOUNT BID :					\$116,487.50		\$121,590.30		\$142,896.00		\$143,430.00		\$154,437.50



City of De Pere

				BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9	
				FEAKER & SONS CO., INC.		ADVANCE CONSTRUCTION, INC.		JAHNKE GENERAL CONTRACTORS, INC.		KRUCZEK CONSTRUCTION INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER											
ST-1	1-96" Diameter Double Wall Corrugated Steel Pipe with Polymeric Interior, 3-84" Diameter Double Wall Corrugated Steel Pipe with Polymeric Interior, 32 feet in length each, to include Excavation for Structures, Backfilling, Pre-manufactured Aluminum Headwalls and Wingwalls and all appurtenances required within the limits of structure construction.	LS	1	\$115,435.00	\$115,435.00	\$151,632.00	\$151,632.00	\$165,000.00	\$165,000.00	\$158,000.00	\$158,000.00
ST-2	Provide 12" Corrugated Metal Culvert Pipe	LF	30	\$34.00	\$1,020.00	\$35.00	\$1,050.00	\$61.00	\$1,830.00	\$34.00	\$1,020.00
ST-3	Provide 12" Corrugated Metal Endwalls	EA	2	\$135.00	\$270.00	\$100.00	\$200.00	\$746.00	\$1,492.00	\$100.00	\$200.00
STREET AND DRAINAGE											
SD-1	Provide Clearing and Grubbing to include removal and disposal of all material.	LS	1	\$3,500.00	\$3,500.00	\$7,000.00	\$7,000.00	\$17,500.00	\$17,500.00	\$19,000.00	\$19,000.00
SD-2	Provide Unclassified Excavation for Stream Bed and Bank	LS	1	\$44,400.00	\$44,400.00	\$12,250.00	\$12,250.00	\$6,000.00	\$6,000.00	\$26,000.00	\$26,000.00
SD-3	Provide Unclassified Excavation for the Trail	LS	1	\$10,500.00	\$10,500.00	\$10,250.00	\$10,250.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00
SD-4	Provide 3/8-inch Crushed Rock Chips (Soil Class A-8)	TON	50	\$12.00	\$600.00	\$12.00	\$600.00	\$26.00	\$1,300.00	\$14.00	\$700.00
SD-5	Provide 1-1/4-inch Crushed Aggregate Base Course, Gradation No. 2	TON	225	\$11.40	\$2,565.00	\$12.00	\$2,700.00	\$19.00	\$4,275.00	\$14.00	\$3,150.00
SD-6	Provide Stream Bed Constructions	SY	70	\$60.00	\$4,200.00	\$71.00	\$4,970.00	\$16.00	\$1,120.00	\$100.00	\$7,000.00
SD-7	Landscaping - Topsoil, Seed, Fertilize, Mulch	SY	200	\$3.30	\$660.00	\$5.00	\$1,000.00	\$18.00	\$3,600.00	\$4.00	\$800.00
SPECIAL CONSTRUCTION											
SP-1	Install, Maintain, and Remove Silt Fence	LF	200	\$3.50	\$700.00	\$2.00	\$400.00	\$8.00	\$1,600.00	\$2.00	\$400.00
SP-2	Provide Coconut Fiber Channel Erosion Mat, Class II, Type C	SY	200	\$3.85	\$770.00	\$3.75	\$750.00	\$7.50	\$1,500.00	\$5.00	\$1,000.00
SP-3	Provide Extra Heavy Riprap to include Excavation, Filter, Fabric, 6-inch Base Construction.	SY	120	\$60.00	\$7,200.00	\$45.00	\$5,400.00	\$70.00	\$8,400.00	\$47.00	\$5,640.00
SP-4	Provide Heavy Riprap to include Excavation, Filter Fabric, 6-inch Base Construction.	SY	30	\$60.00	\$1,800.00	\$45.00	\$1,350.00	\$61.00	\$1,830.00	\$47.00	\$1,410.00
SP-5	Install, Maintain, and Remove Rock Filled, Erosion Control Bags	EA	160	\$10.00	\$1,600.00	\$10.00	\$1,600.00	\$15.00	\$2,400.00	\$10.00	\$1,600.00
SP-6	Install, Maintain, and Remove Tracking Pad	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$917.37	\$917.37
SP-7	Apply Anionic Polyacrylamide (PAM) Temporary Soil Binding Agent	SY	200	\$1.25	\$250.00	\$0.25	\$50.00	\$4.00	\$800.00	\$2.00	\$400.00
TOTAL AMOUNT BID :					\$196,470.00		\$202,202.00		\$225,847.00		\$237,237.37

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #13-25, Amending §1-11(e) De Pere Municipal Code
Regarding Penalties for Municipal Ordinance Violations.

ATTACHMENTS:

- Ord13-25 (DOCX)
- Current Ordinance (PDF)

ORDINANCE #13-25

AMENDING §1-11(e) DE PERE MUNICIPAL CODE
REGARDING PENALTIES FOR MUNICIPAL ORDINANCE VIOLATIONS

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

Section 1. §1-11(e), *Imprisonment*, is hereby amended by deleting “six months”
therefrom and inserting “such limits as proscribed by Wis. Stats. §800.95.”

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

Section 3. This ordinance shall take effect on and after its passage and publication.

Adopted by the Common Council of the City of De Pere, this 17th day of December,
2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

§ 1-9

DE PERE CODE

such prosecution shall proceed, in all respects, as if such had not been repealed, except that all such proceedings had after the time this Code shall take effect, shall be conducted according to the provisions of this Code.

(Code 1974, § 1.05)

Sec. 1-10. Jurisdiction.

Unless otherwise provided in this Code, this Code applies to acts performed within the corporate limits of the city. Provisions of this Code also apply to acts performed outside the corporate limits and up to the limits prescribed by law, where the law confers power on the city to regulate such particular acts outside the corporate limits.

(Code 1974, § 1.06)

Sec. 1-11. Penalties.

(a) *Forfeiture.* Any person who violates this Code or any city ordinance, or any regulations adopted pursuant to this Code for which no penalty is specifically provided, shall be subject to a forfeiture of not less than \$1.00 nor more than \$2,000.00 for each offense, except as provided in the following subsection.

(b) *Second offense.* In any case where any ordinance or any section or chapter of this Code shall not provide a greater penalty for a second or subsequent conviction for its violation, any person violating the same who shall previously have been convicted of its violation shall be subject to a forfeiture of not less than \$10.00 nor more than \$2,000.00 for each offense, except that where the penalty provided by any such ordinance or section or chapter of this Code for a first violation shall be larger than the penalty provided in this subsection, such large penalty shall be applicable.

(c) *Nature of offense.* No violation of this Code or any ordinance of the city shall be construed to be a misdemeanor nor shall imprisonment be imposed as a punishment for violation of any ordinance of the city except in the event of a failure of the defendant to pay the forfeiture imposed by the court.

(d) *Statutory offenses.* By adopting ordinances that are identical to state statutes, or in incorporating statutes in this Code by reference, it is not intended to adopt any of the penalties provided for in the state statutes. The penalty for violation of this Code shall be a forfeiture imposed by the court, with imprisonment only in case of failure to pay the forfeiture.

Current Ordinance (e) *Imprisonment.* When a forfeiture shall be imposed for the violation of this Code or any ordinance of the city or any section thereof, the court may also sentence the defendant to pay the cost of the action and to be imprisoned until such forfeiture and costs are paid, in no case, however, to exceed six months.

(f) *Each day a violation.* Each act of violation and every day upon which a violation occurs or continues constitutes a separate offense.

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Ordinance #13-26, Amending §6-4(b) De Pere Municipal Code
Regarding the Board of Public Works.

ATTACHMENTS:

- Ord13-26 (DOCX)

ORDINANCE #13-26

AMENDING §6-4(b) DE PERE MUNICIPAL CODE
REGARDING THE BOARD OF PUBLIC WORKS

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

Section 1: §6-4(b), *Board of public works*, is hereby amended by:

1. Changing the fourth sentence of the paragraph to read:

The board shall also review all parking and traffic recommendations of the city engineer; and

2. Changing the fifth sentence of the paragraph to read:

The director of public works shall act in an advisory capacity to the board and shall attend the board meetings.

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

Section 3: This ordinance shall take effect on and after its publication as provided by law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of December, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Ord13-26 (1678 : Ordinance #13-26, Amending §6-4(b) De Pere Municipal Code)

CURRENT ORDINANCE

Sec. 6-4. Committees.

- (a) *Appointment by mayor.* Members of the common council shall be appointed by the mayor to the committees set forth in this section. Each member of the common council shall be appointed to either the board of public works or the finance/personnel committee. Appointments shall be made annually at the organizational meeting of the common council held pursuant to section 6-1
- (b) *Board of public works.* The board of public works shall consist of the mayor and one member of the common council from each of the four councilmember districts of the city. The mayor shall act as chairperson. The board shall annually elect a vice-chair. The board shall have the powers and duties set forth in Wis. Stats. § 62.14. The board shall also review all recommendations of the parking and traffic staff review team. The director of public works shall act in an advisory capacity to such committee and shall attend the committee meetings.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: Plan Commission

FROM: Ken Pabich

SUBJECT: Ordinance #13-27, Amending §54-8 De Pere Municipal Code
Regarding Moving or Razing Buildings.

ATTACHMENTS:

- Ord13-27 (DOCX)

ORDINANCE #13-27

AMENDING §54-8, DE PERE MUNICIPAL CODE
REGARDING MOVING OR RAZING BUILDINGS

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

Section 1: **§54-8, Moving buildings**, is hereby repealed and recreated as follows:

Sec. 54-8. Moving or razing buildings.

- (a) *Permit required.*
- (1) Except as provided below, a permit is required to move or raze any building in the City. Before such permit is granted by the Building Inspector, the party applying therefore shall submit a properly completed application for the permit to the Building Inspection Department. Such application shall include:
 - A. Name of applicant;
 - B. Name and address of property owner(s);
 - C. Address and legal description(s) of property involved;
 - D. Description of work to be completed, including street route and travel time where building moving is involved; and
 - E. Such other information as determined necessary by the Building Inspector
 - (2) The permit shall require the applicant to indemnify and hold harmless the city from any and all liability arising from said moving or raising activities.
 - (3) A permit shall not be required for moving or razing private accessory sheds.
- (b) *Bond required.* The applicant shall include with such application a surety bond in the sum of \$250,000.00, which bond shall indemnify the city from any costs and expenses which may accrue against the city as the result of granting such permit.
- (c) *Insurance requirements.* No permit to move or raze any building shall be granted until the applicant files a certificate of insurance naming the city as an additional insured with the city clerk-treasurer, giving evidence of liability insurance in the following amounts:

- (1) Moving permit.
 - A. Public liability:
 - i. Bodily injury: \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate.
 - ii. Property damage: \$500,000.00 each occurrence, \$1,000,000.00 aggregate.
 - B. Auto liability:
 - i. Bodily injury: \$100,000.00 each occurrence, \$300,000.00 aggregate.
 - ii. Property damage: \$100,000.00 each occurrence.
- (2) Razing permit.
 - A. Public liability:
 - i. Bodily injury: \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate.
 - ii. Property damage: \$500,000.00 each occurrence, \$2,000,000.00 aggregate.
- (d) *Compliance with state law.* The permit holder shall comply with all relevant state statutes and other applicable provisions of this Code.
- (e) *Additional conditions for moving permit.*
 - (1) Applicant shall obtain a street closure permit from the Department of Public Works. Such permit request shall include all necessary approvals from public utilities or communications carriers.
 - (2) The street closure permit may order the move to occur between the hours of 6:30 p.m. and 6:00 a.m. for public safety reasons.
 - (3) The progress in moving any building shall be as continuous as possible during the hours of the day, and day by day, and night if the building inspector or street closure order requires, until complete, with the least possible obstruction of traffic movement.
 - (4) No building shall be allowed to remain overnight on any street crossing or intersection so near thereto as to prevent easy access to any fire hydrant, driveway or within 50 feet of the property line of the intersection of the street extended. Any building left in the street overnight shall be barricaded to protect traffic in accordance with the latest state department of transportation Manual of Uniform Traffic Devices.

- (5) Tree trimming.
 - A. No permit shall be granted to move a building in, along or upon the public streets of the city if the measurements shown on the application indicate that street trees along the proposed route will be injured. Trees and shrubs shall not be trimmed or otherwise disturbed without the approval of the director of parks, recreation and forestry and their owner.
 - B. If it is necessary to trim any city-owned trees or shrubs to move the building and such trimming is approved by the director of parks, recreation and forestry, such department will trim the trees or shrubs and bill the party receiving the permit. The sureties referred to in this section shall be held until full payment of the costs of such trimming is received from the permit holder.
- (f) *Additional conditions for razing permit.*
 - (1) Except as provided below, a raze permit may be issued not less than 10 calendar days following the Buildings Inspector's receipt of a fully completed application.
 - A. The Building Inspector shall forward such completed application to the Chair of the Historic Preservation Commission for it to determine whether the structure subject to the raze permit is listed on the national, state or local register of historic places or if the structure is included in a federal, state or local historic district as a contributing structure. The Historic Preservation Commission may document such structure within the 10 calendar day period as permitted by property owner.
 - B. If such structure is listed as on the local register of historic places or if such structure is listed as a contributing property in a local historic district under §38-6 of this Code, the regulations of that chapter shall govern the issuance of any permit to raze the structure.
 - C. This subsection shall not apply to structures for which an order has been issued for razing or rehabilitation in accordance with Wis. Stats. §66.0413 or §94-12 of this Code.

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

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

Ordinance #13-27
Page 4 of 4

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of
December, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Ord13-27 (1699 : Ordinance #13-27, amendment to the Building Code, Chapter 54, to address razing of buildings.)

CURRENT ORDINANCE

Sec. 54-8. Moving buildings.

- (a) *Permit required.* Before a permit to move any building is granted by the building inspector, the party applying therefore shall have completed an appropriate permit delineating the route to be taken, limits on the time for the removal and travel, a certificate of insurance as required in subsection (c) of this section, and any and all other conditions required by the building inspector. Prior to the issuance of such permit, the street superintendent shall also approve of all conditions and terms of the permit.
- (b) *Bond required.* The party applying to move a building shall file with the city personnel/insurance manager a surety bond in the sum of \$5,000.00, which bond shall indemnify the city from any costs and expenses which may accrue against the city as the result of granting such permit.
- (c) *Certificate of insurance required.* No permit to move any building shall be granted until the applicant files a certificate of insurance naming the city as an additional insured with the city clerk-treasurer, giving evidence of liability insurance in the following amounts:
 - (1) *Public liability:*
 - a. Bodily injury: \$1,000,000.00 each occurrence, \$1,000,000.00 aggregate.
 - b. Property damage: \$500,000.00 each occurrence, \$500,000.00 aggregate.
 - (2) *Auto liability:*
 - a. Bodily injury: \$100,000.00 each occurrence, \$300,000.00 aggregate.
 - b. Property damage: \$100,000.00 each occurrence.
- (d) *Hold harmless agreement.* Notwithstanding the foregoing, the applicant shall indemnify and hold harmless the city from any and all liability arising out of moving of the structure.
- (e) *Compliance with state law.* The party receiving a permit hereunder shall also comply with Wis. Stats. ch. 348, and any other relevant state or provision of this Code.
- (f) *Additional conditions.* The progress in moving any building shall be as continuous as possible during the hours of the day, and day by day, and night if the building inspector or street superintendent so orders until complete, with the least possible obstruction of traffic movement. If, in the opinion of the street superintendent, the move constitutes a hazard or obstruction of traffic movement, the superintendent may order that the move take place between the hours of 6:30 p.m. and 6:00 a.m. No building shall be allowed to remain overnight on any street crossing or intersection so near thereto as to prevent easy access to any fire hydrant, driveway or within 50 feet of the property line of the intersection of the street extended. Any building left in the

street overnight shall be barricaded to protect traffic in accordance with the latest state department of transportation Manual of Uniform Traffic Devices.

- (g) *Temporary signage.* If the street superintendent deems it necessary to post no parking signs and other traffic control signs along the route the building is to be moved upon and to allow the building to be moved safely, the superintendent shall, upon the advice and consent of the director of public works, order them to be erected and taken down after the building is moved and bill the full cost to the party receiving the permit to move the building. The city shall hold the sureties given by the person as provided in this section until full payment for any such signage is received.
- (h) *Tree trimming.*
 - (1) Permission shall in no case be granted to move a building in, along or upon the public streets of the city if the measurements shown on the application indicate that street trees along the proposed route will be injured. Trees and shrubs shall not be trimmed or otherwise disturbed without the approval of the director of parks, recreation and forestry and their owner.
 - (2) If it is necessary to trim any city-owned trees or shrubs to move the building and such trimming is approved by the director of parks, recreation and forestry, such department will trim the trees or shrubs and bill the party receiving the permit. The sureties referred to in this section shall be held until full payment of the costs of such trimming is received.

(Ord. No. 08-31, § 1, 11-18-2008)

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #13-28, Amendment Chapter 118 De Pere Municipal Code Regarding Exemptions to Taxicab License.

ATTACHMENTS:

- Ord13-28 (DOCX)

ORDINANCE #13-28

AMENDING CHAPTER 118 DE PERE MUNICIPAL CODE
REGARDING EXEMPTIONS TO TAXICAB LICENSE

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

Section 1. **§118-4, Exemptions**, is hereby repealed and recreated as follows:

Sec. 118-4. Exemptions.

This chapter shall not apply to vehicles for hire that are:

- (1) operated on fixed routes pursuant to authority granted by state or federal government;
- (2) rented to be driven by the renter or his/her agent, commonly known as rent-a-cars;
- (3) operated solely as funeral cars;
- (4) hotel shuttle vehicles or vehicle repair courtesy shuttles; and
- (5) ambulances.

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

Section 3. This ordinance shall take effect on January 1, 2014.

Adopted by the Common Council of the City of De Pere, this 17th day of December,
2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Ord13-28 (1693 : Ordinance #13-28, Taxi Ord Changes)

CURRENT ORDINANCE

Chapter 118 TAXICABS

- (a) *Motorized vehicles for hire.* No person shall operate a motorized public vehicle, taxicab or automobile for hire upon the streets of the city without having first obtained a license for that purpose issued under this chapter. Licenses issued hereunder shall expire on January 1 of each year. All licenses in effect on the effective date of this revision shall expire on January 1, 2010.
- (b) *Non-motorized vehicles for hire.* No person shall operate a non-motorized public vehicle for hire upon the streets of the city without first registering with the clerk-treasurer. Such registration shall be done on a calendar year basis.

(Ord. No. 08-24, § 1, 10-7-2008; Ord. No. 09-21, § 2, 9-1-2009)

Sec. 118-2. Application—Certificate of license/registration—Certificate of registration.

- (a) *Motorized vehicles for hire.*
 - (1) Application for a motorized vehicle for hire license (known as "taxicab licenses") shall contain the name and address of the applicant and the number of vehicles to be licensed, a description of each such vehicle by vehicle identification number, maker's name, and number of adult persons the vehicle is designed to carry, and the number of the state license under which the vehicle is operated, the name of the insurance carrier, the name of the insured, and the number, amount and duration of the policy.
 - (2) The city clerk-treasurer shall furnish and deliver to each licensee two certificates of license for each vehicle licensed hereunder. Such certificate shall identify the certificate as "City of De Pere Taxi License" followed by the assigned license number and designation of the license period. Any certificate license issued as of the date of the passage of this section shall be reissued by the city clerk-treasurer so as to identify the expiration date of December 31, 2009.
 - (3) One such certificate shall be securely fastened in a conspicuous place in the interior of the vehicle so as to be readily seen by all of the occupants riding in the vehicle. One such certificate shall be securely fastened on the rear bumper of the vehicle so as to be readily seen by law enforcement personnel.
- (b) *Non-motorized vehicles for hire.*
 - (1) Registration to operate non-motorized vehicles for hire shall be made in the office of the city clerk-treasurer. Such registration shall contain the name, address and phone number of the applicant and the number of vehicles to be registered. If the applicant is a corporation authorized to conduct business in the State of Wisconsin, the applicant shall provide proof of corporate registration and the name and address of the registered agent. A certificate of liability insurance covering the operation and proof of satisfactory mechanical condition of the vehicle conducted during the same calendar year as the registration shall accompany the registration.
 - (2) Upon registration, the city clerk-treasurer shall furnish and deliver a certificate of registration which the operator shall securely fasten to the rear bumper of the vehicle so as to be readily seen by law enforcement.
 - (3) Registrations under this section shall be valid for the calendar year in which it is issued.

(Ord. No. 08-24, § 2, 10-7-2008; Ord. No. 09-21, § 3, 9-1-2009)

Sec. 118-3. Same—Fees.

The annual license fee for each vehicle licensed hereunder shall be as determined by resolution of the common council. Such fees may include inspection fees, late fees, and fees for expedited process. There shall be no fee for registering non-motorized vehicles for hire.

(Code 1974, § 34.03; Ord. No. 02-29, § 4, 9-3-2002; Ord. No. 06-33, § 15, 11-8-2006; Ord. No. 09-21, § 4, 9-1-2009)

Sec. 118-4. Exemptions.

This chapter does not apply to ambulances, buses or car rentals.

(Code 1974, § 34.04)

Sec. 118-5. Insurance.

- (a) *Motorized vehicles for hire.* No person shall operate a taxicab, nor shall any taxicab license be issued unless the applicant for a license deposits with the city clerk-treasurer a policy or certificate of liability insurance covering all vehicles to be used for hire. The policy or certificates of liability insurance shall be issued by a company authorized to do business in the state, indemnifying the applicant in the amount of \$1,000,000.00 damage caused by the operation of the vehicle. Each such insurance policy shall contain a provision that the policy may not be cancelled before the expiration of its term except upon ten days' written notice to the city.
- (b) *Non-motorized vehicles for hire.* No person shall operate a non-motorized vehicle for hire, nor shall any non-motorized vehicle for hire license be issued unless the applicant for a license deposits with the city clerk-treasurer a policy or certificate of liability insurance covering all vehicles to be used for hire. The policy or certificates of liability insurance shall be issued by a company authorized to do business in the state, indemnifying the applicant in the amount of \$500,000.00 damage caused by the operation of the vehicle. Each such insurance policy shall contain a provision that the policy may not be cancelled before the expiration of its term except upon ten days' written notice to the city.

(Code 1974, § 34.05; Ord. No. 09-21, § 5, 9-1-2009)

Sec. 118-6. Mechanical condition.

No vehicle shall be licensed under this chapter unless the applicant presents with the application a certificate as to the good mechanical condition of the vehicle from an automobile mechanic or a garage owner. Such vehicle shall be kept in good mechanical condition at all times and shall comply with the provisions of law pertaining to the mechanical condition of vehicles.

(Code 1974, § 34.06)

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #13-155, Accepting Offer from Wisconsin Department of Transportation (WisDOT) for City to Purchase Former WisDOT Bridge Approach Property for Public Use.

ATTACHMENTS:

- Reso13-155 (DOCX)
- Reso13-155 - Exhibit A (PDF)

RESOLUTION #13-155

ACCEPTING OFFER FROM WISCONSIN DEPARTMENT OF TRANSPORTATION
(WisDOT) FOR CITY TO PURCHASE FORMER WisDOT BRIDGE
APPROACH PROPERTY FOR PUBLIC USE

WHEREAS, in 2007 the new Claude Allouez Bridge and removal of the former bridge was completed, resulting in the area between Broadway and Front Streets becoming vacant; and

WHEREAS, ownership of the vacant area, commonly referred to as ‘the former bridge approach’ consists of WisDOT ownership of the approximate northerly 60’ with City right-of-way of the southerly 60’ and intersecting the WisDOT properties as shown on the map attached and incorporated as Exhibit A; and

WHEREAS, during the Claude Allouez Bridge replacement process, City officials were informed that, at the conclusion of the project the identified WisDOT property would be deeded to the City; however new disposal procedures in state law, adopted near the conclusion of the project have now been applied to disposal of this WisDOT property; and

WHEREAS, Under Wis. Stats. §84.09(5), WisDOT may (subject to approval of the Governor) transfer excess WisDOT property:

1. To a municipality, county or school district (“municipality”) for less than the appraised value if the municipality has an identified proposed transportation use for the property and the municipality agrees to a restrictive covenant upon the property for transportation purposes; or
2. To a municipality, for the appraised value of the property if the municipality has a public use identified for the property, the public use would benefit a cross-section of the population and the sale of the property would not be used for the generation of profit through the sale price or through its long-term intended public use (“public use restriction”); or
3. Pursuant to public sale of the property, offered at appraised value. If the offered property does not sell at or above the appraised value, WisDOT can offer the property by means of sealed bids or by public auction (no restrictions on sale.);and

WHEREAS, in 2012, WisDOT provided to the City an appraisal of the subject WisDOT property indicating WisDOT’s intent to dispose of the property, and providing the City with the opportunity to purchase the property for its appraised value of \$79,000; and

Resolution #13-155

Page 2 of 2

WHEREAS, on October 22, 2012, the Plan Commission reviewed such offer and recommended to the Common Council that the City attempt to purchase the property by private bid or auction from WisDOT; and

WHEREAS, the Common Council has received considerable public input and reviewed and debated this matter over the past several years on many occasions and on December 4, 2013, directed staff to create a Resolution for consideration by the Common Council to purchase the subject WisDOT property for public use.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves purchase of the property known as the WisDOT bridge approach property for \$79,000, as shown on Exhibit A, for public use and the City Attorney is authorized and directed to communicate such purchase approval to WisDOT officials.

BE IT FURTHER RESOLVED THAT:

The funds for such purchase shall be advanced from undesignated reserves, to be repaid by TID #7.

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 December, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso13-155 (1725 : Resolution #13-155, Accepting Offer from WisDOT for bridge approach property)

Legend

- Parcels
- Approximation of Lots 6 and 7.



Attachment: Reso13-155 - Exhibit A (1725 : Resolution #13-155, Accepting Offer from WisDOT for bridge
Exhibit A

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #13-156, Authorizing Agreement Regarding the Sale and Purchase of Certain Property Between Cleo J. Klubertanz and the City of De Pere.

ATTACHMENTS:

- Reso13-156 (DOCX)
- Purchase Agreement - Klubertanz revised 12-10-13-135-001-13 (DOCX)
- Exhibit A - Klubertanz (PDF)

RESOLUTION #13-156

AUTHORIZING AGREEMENT REGARDING THE SALE OF AND PURCHASE OF
CERTAIN PROPERTY BETWEEN CLEO J. KLUBERTANZ AND THE CITY OF DE PERE

WHEREAS, Cleo J. Klubertanz (“Klubertanz”) is currently part owner of an approximate 10.208 acre parcel of vacant property known as Tax Parcel D-69, located at 561 Block Ravine Road in the Town of Ledgeview, Brown County, Wisconsin; and

WHEREAS, City of De Pere (“City”) wishes to purchase a portion of said property; and

WHEREAS, Klubertanz is interested in selling such property to City and is taking steps necessary to become the sole property owner, in fee, of the real property subject to the Agreement Regarding the Sale and Purchase of Certain Property Between Cleo J. Klubertanz and the City of De Pere, attached hereto and incorporated herein by reference as Exhibit 1; and

WHEREAS, the Finance/Personnel Committee has reviewed the property purchase and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves the City entering into the Agreement attached as Exhibit 1 only as provided herein.

BE IT FURTHER RESOLVED THAT:

The City Attorney is authorized to have the Mayor and Clerk-Treasurer execute Exhibit 1 and to present Exhibit 1 to Cleo J. Klubertanz for his execution thereof only upon the satisfaction of the following:

1. Receipt of a copy of a recorded Certified Survey Map substantially similar to that shown on Exhibit A to Exhibit 1; and
2. Receipt of copies of recorded warranty deeds necessary, to the satisfaction of the City Attorney, to determine that fee title to property identified as Outlot 1 and Lot 2 on Exhibit A to Exhibit 1, lies solely with Cleo J. Klubertanz.

Resolution #13-156

Page 2 of 2

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of December, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso13-156 (1724 : Resolution #13-156, Authorizing Sale and Purchase Agreement)

**AGREEMENT REGARDING THE SALE AND PURCHASE
OF CERTAIN PROPERTY BETWEEN CLEO J. KLUBERTANZ
AND THE CITY OF DE PERE**

THIS AGREEMENT, made and entered into this _____ day of _____, 2013,
by and between Cleo J. Klubertanz (“Seller”) and the City of De Pere, a Wisconsin a municipal
corporation (“Buyer”).

RECITATIONS

WHEREAS, Seller is the owner, in fee, of an approximate 10.208 acre parcel of vacant
property known as Tax Parcel D-69, located at 561 Block Ravine Road in the Town of
Ledgewood, Brown County, Wisconsin; and

WHEREAS, Buyer wishes to purchase a portion of said Tax Parcel D-69; and

WHEREAS, Seller wishes to sell and Buyer wishes to purchase that approximate 2.941
acre parcel of D-69 as is shown and identified as Outlot 1 on the Preliminary Certified Survey
Map attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, Seller further wishes to annex that approximate 2.398 acre parcel of D-69 as
shown and identified as Lot 2 on Exhibit A as more fully provided herein.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and
promises contained herein and other good and valuable consideration, the receipt of which is
acknowledged, the undersigned hereby agree as follows:

I. PURCHASE OF REAL ESTATE.

A. Parcel. Buyer agrees to purchase, and Seller agrees to sell, the approximate 2.941
acre parcel of real estate illustrated and identified as Outlot 1 on Exhibit A, attached hereto (the
“Fee Parcel”).

B. Earnest Money. Buyer shall pay Seller earnest money in the amount of \$500 within ten (10) days of the signing of this Agreement. The earnest money will be credited to Buyer upon closing. The earnest money shall be returned to Buyer if the property does not close.

C. Purchase Price. The purchase price for the Fee Parcel shall be Thirty Three Thousand Dollars (\$33,000.00) per acre multiplied by the acreage as identified in the final Certified Survey Map required under Section II.A. herein.

II. CLOSING PROCEDURE.

Closing shall take place on or before December 31, 2013, unless extended upon written, mutual consent of the parties. The closing shall take place at De Pere City Hall. Buyer shall have occupancy of the Fee Parcel upon closing.

A. Certified Survey Map. Seller shall have prepared and approved by all necessary and proper authorization, a Certified Survey Map (CSM) substantially similar to Exhibit A. Buyer shall reimburse Seller 50% of the costs attributable to the preparation of the CSM.

Seller shall have said CSM properly recorded after such approvals are obtained in the office of the Brown County Register of Deeds and provide a recorded copy thereof to Buyer at least seven (7) business days prior to the scheduled closing on the property.

B. Evidence of Title/Title Defects. Seller shall, at his own expense, provide title insurance for the property to be conveyed and shall forward a copy of the commitment of such title insurance to Buyer seven (7) days prior to the scheduled closing date. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Buyer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with extended gap coverage endorsement showing title to the property to be marketable. If Buyer gives Seller notice of any title defects prior to the closing which are not

acceptable or if the commitment does not contain the extended coverage endorsement, Seller shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Buyer may terminate this agreement or reschedule the closing at its option.

C. Closing Costs. Buyer shall be responsible to pay the following closings costs:

1. Title insurance;
2. Tax proration attributable to Outlot 1;
3. Wisconsin Transfer Fee; and
4. Letter of No Special Assessments

Seller shall pay all costs associated with preparation of the Warranty Deed.

D. Conveyance of Title. Seller shall convey good title to Buyer by good and sufficient warranty deed as of the date of closing, free and clear of all liens and encumbrances.

E. Access Prior to Closing. Seller shall permit Buyer access to the Fee Parcel prior to closing at no cost to Buyer for the purpose of site investigation as deemed reasonable by Buyer. Buyer agrees to hold Seller harmless for any and all injury that may occur to Buyer, its officers, agents or employees, Seller's agents, employees or third parties, or any properties or interest of any of the above referenced persons occasioned as a result of Buyer's activities as contemplated by this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including reasonable attorney fees.

III. ENVIRONMENTAL CONDITION OF PROPERTY.

The Fee Parcel is being sold "as is" without any warranties, representations or conditions whatsoever, except as follows:

A. Seller warrant that the Fee Parcel is not in any federal, state, local or county conservation, farmland, environmental or other land use or preservation program, agreement, restriction or conservation easement or reservation program which apply to any part of Outlot 1 on Exhibit A.

IV. POST CLOSING CONTINGENCIES.

A. Lot 2 to be Annexed into City of De Pere.

1. Seller agrees, for himself and his successors and assigns, that he shall execute and deliver to the City of De Pere Clerk-Treasurer a properly executed and drafted Petition for Annexation by Unanimous Approval requesting to annex the approximate 2.398 acre parcel identified in Exhibit A as Lot 2 into the City of De Pere. Such Petition for Annexation by Unanimous Approval shall comply in all respects with Wis. Stats. §66.0217(6)(d) and be filed with the City of De Pere Clerk-Treasurer not less than 30 days before the happening of any of the following events, whichever occurs soonest:

- (a) Upon Seller's receipt of a bona fide offer to purchase said property; or
- (b) Upon Seller's request to City to connect to City sewer and water; or
- (c) Ten (10) years from the date of this Agreement.

2. Seller agrees for himself and his successors and assigns, that no well and no on-site waste treatment system is or will be installed on the real property identified as Lot 2 on Exhibit A.

B. Seller, his successors and assigns, shall not be specially assessed for any City municipal improvements which Lot 2 on Exhibit A may have access to, including street improvements, municipal water, municipal sewer, and storm water improvements, including access to the City's regional treatment pond. This paragraph is intended to include only City special assessments for benefited conferred on Lot 2 of Exhibit A and is not intended to include permit or connection fees associated with such facility accessing said improvements or bringing said improvements from the location installed on to Lot 2.

V. DEFAULT PROVISIONS.

A. Time is of the essence as to closing and all other dates and deadlines.

B. Breach and Cure. Any provision of this contract which does not contain a specific remedy shall be resolved as provided hereunder. If either party believes that such provision has been breached, it shall supply the other party with written notice, informing the

other party that it has fifteen (15) days to cure such breach. If there is no cure of that breach, the party may bring any action available for any remedy provided in law or equity.

C. Specific Performance Where Remedy Provided. Where a remedy is specifically provided in this contract, in the event that either party fails to perform in compliance with such remedy provision or unreasonably delays in performing thereunder and such delay or failure causes damage to the other party, nothing in this contract shall prevent the other party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VI. MISCELLANEOUS.

A. Obligations run with the Land. The obligations contained herein shall run with the land and are binding on all Seller's successors and assigns. This Agreement and any amendment thereto shall be recorded with the office of the Brown County Register of Deeds.

B. Assignment. Until the annexation obligations of Section IV are satisfied by Seller, Seller shall not have the right to assign this Agreement or any rights or obligations thereunder without first having obtained the written consent of the Buyer.

C. Contractual Interpretation. The paragraphs headed by Roman numerals in this contract are referred to as sections and are intended to include, as categories thereunder, lettered paragraphs. The lettered paragraphs of this agreement are to be referred to as paragraphs and the numbered paragraphs, subparagraphs. The section, paragraph, and subparagraph headings of this agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement.

D. Notices. Unless otherwise specifically addressed in this agreement, all notices required by this agreement must be in writing. All notices of breach or termination as required in this agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this contract may be sent by regular mail. All notices and communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark.

1. If to Seller:

Cleo Klubertanz
561 Ravine Road
De Pere, WI 54115

2. If to Buyer:

City of De Pere
Attn: City Administrator
335 South Broadway
De Pere, WI 54115

E. Law Governing. This agreement shall be construed in accordance with the laws of the State of Wisconsin.

F. Entire Agreement. This agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.

Packet Pg. 56

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: Finance/Personnel Committee

FROM: Ken Pabich

SUBJECT: Resolution #13-157 Authorizing Facade Improvement Grant to Danen Properties, LLC (615-617 George Street).

ATTACHMENTS:

- Reso13-157 (DOCX)

RESOLUTION #13-157
AUTHORIZING FACADE IMPROVEMENT GRANT
TO DANEN PROPERTIES, LLC
(615-617 George Street)

WHEREAS, the Common Council and the City Redevelopment Authority have established a Facade Improvement Grant Program for East Side Redevelopment District in Tax Incremental Financing District (TID) #7 to encourage the renovation and revitalization of the business environment in such area; and

WHEREAS, Danen Properties, LLC, owner of the property at 615-617 George Street (said property being within TID #7 and the East Side Redevelopment District), has redesigned such building to fit with the historic feel of the downtown district; and

WHEREAS, Danen Properties, LLC has applied for a grant from the Facade Improvement Grant Program in the amount of \$10,000.00 (\$42,527.59 total spent) under the terms of such Program, said application having been reviewed and recommended for approval by the Redevelopment Authority and the Finance/Personnel Committee; and

WHEREAS, Danen Properties, LLC is hereby thanked for his contribution toward historic and aesthetic enhancements on George Street and to the East Side Redevelopment District by such improvements.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Clerk-Treasurer is authorized to issue a grant payment to Danen Properties, LLC in the amount of \$10,000.00 for improvements to the exterior of 615-617 George Street, all made in accordance with the Facade Improvement Grant Program for TID #7.

Attachment: Reso13-157 (1694 : Resolution #13-157, Facade Grant 615-617)

BE IT FURTHER RESOLVED THAT:

The Common Council of the City of De Pere extends its thanks to Steven Danen for his investment in, and commitment to, the City of De Pere and its business and historic districts.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of December, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: Common Council

FROM: Eric Rakers

SUBJECT: Resolution #13-158, Authorizing and Approving a Revocable Occupancy Permit for 4 Forte, LLC for the Installation and Maintenance of Concrete Curb (950 Main Avenue).

ATTACHMENTS:

- Reso13-158 (DOCX)
- 4 Forte 12-13-164-007-13 (DOCX)
- CI_ ROP Request Dunkin Donuts (PDF)

RESOLUTION #13-158

AUTHORIZING AND APPROVING A REVOCABLE OCCUPANCY PERMIT
FOR 4 FORTE, LLC FOR INSTALLATION AND MAINTENANCE OF CONCRETE CURB
(950 Main Avenue)

WHEREAS, 4 Forte, LLC has requested a Revocable Occupancy Permit from the City of De Pere to allow for the installation and maintenance of concrete curb in City right-of-way; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk Treasurer are authorized and directed to execute the attached Revocable Occupancy Permit (Exhibit 1) with 4 Forte, LLC for the purposes identified therein.

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 December, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso13-158 (1670 : Resolution #13-158, Authorizing and Approving ROP for 950 Main)

REVOCABLE OCCUPANCY PERMIT

Name and Address of Permittee: 4 Forte, LLC
c/o Paul Parish
1967 Allouez Avenue
Green Bay, WI 54311

Grantor: City of De Pere

Locations of Encroachment: City right-of-way abutting 950 Main Avenue
at Tenth Street
See attached Exhibit A

Purpose of Encroachment: Installation and maintenance of concrete curb

The purpose and occupancy of the public right-of-way referenced above as allowed by this permit is conditioned upon Permittee's compliance with the following provisions:

1. This permit authorizes the installation and maintenance of concrete curb as shown on the attached Exhibit A. Such curb shall remain in the City of De Pere (City) right-of-way only until such time as no longer required by Permittee. The structure shall then, upon written notice to the City by Permittee, be immediately abandoned or removed from the right-of-way by Permittee in accordance with the rules and regulations applicable to such practices at the time of abandonment and removal.
2. Permittee shall be responsible to keep and maintain such curb in in good state of repair.
3. Notwithstanding paragraph 1, if the property identified herein is required for another use at any time deemed by the City Engineer (Engineer) to be inconsistent with the continued use or occupancy under this permit, or if the Engineer determines that the encroachments authorized under this permit create conditions adverse to the best interests of pedestrian and other City property users, or presents a threat to public safety, then Permittee, upon notification by the Engineer, shall promptly remove the encroachment from its location.
4. No other use of the above described property is permitted except that specifically approved hereby.
5. Permittee shall save and hold the City harmless from any and all injury that may occur to any party as the result of Permittee's use of the right-of-way referenced hereunder. This provision is intended to indemnify and hold harmless the City to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, Permittee shall maintain a general liability insurance policy on its business operations in an amount of not less than One Million Dollars per occurrence

and shall produce a Certificate of Insurance demonstrating to the satisfaction of the City that the City is named as an additional insured for purposes of this agreement, which shall be attached to this permit as Exhibit B.

6. Failure by Permittee to comply with the provisions of this permit is cause for the City to terminate this permit and require Permittee to take immediate action to restore the areas subject to this permit to original condition and for City to maintain any action at law or in equity to require such action with the costs thereof paid by Permittee.
7. Issuance of this permit shall not be construed as a waiver of Permittee's obligation to comply with more restrictive requirements which may be imposed by local ordinance.
8. Permittee shall comply with all City and State permitting requirements.
9. This permit may not be assigned without the written consent of the City of De Pere.
10. Notices permitted or required hereunder shall be sent via first class mail to:

If to Permittee:

4 Forte, LLC
c/o Paul Parish
1967 Allouez Avenue
Green Bay, WI 54311

If to De Pere:

City Engineer
925 South Sixth Street
De Pere, WI 54115

We, the undersigned, acknowledge that we have read and understand the foregoing conditions. No representations other than those expressed herein, either oral or written, are part of this permit. Permittee acknowledges receipt of a copy of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2013.

4 FORTE, LLC

CITY OF DE PERE

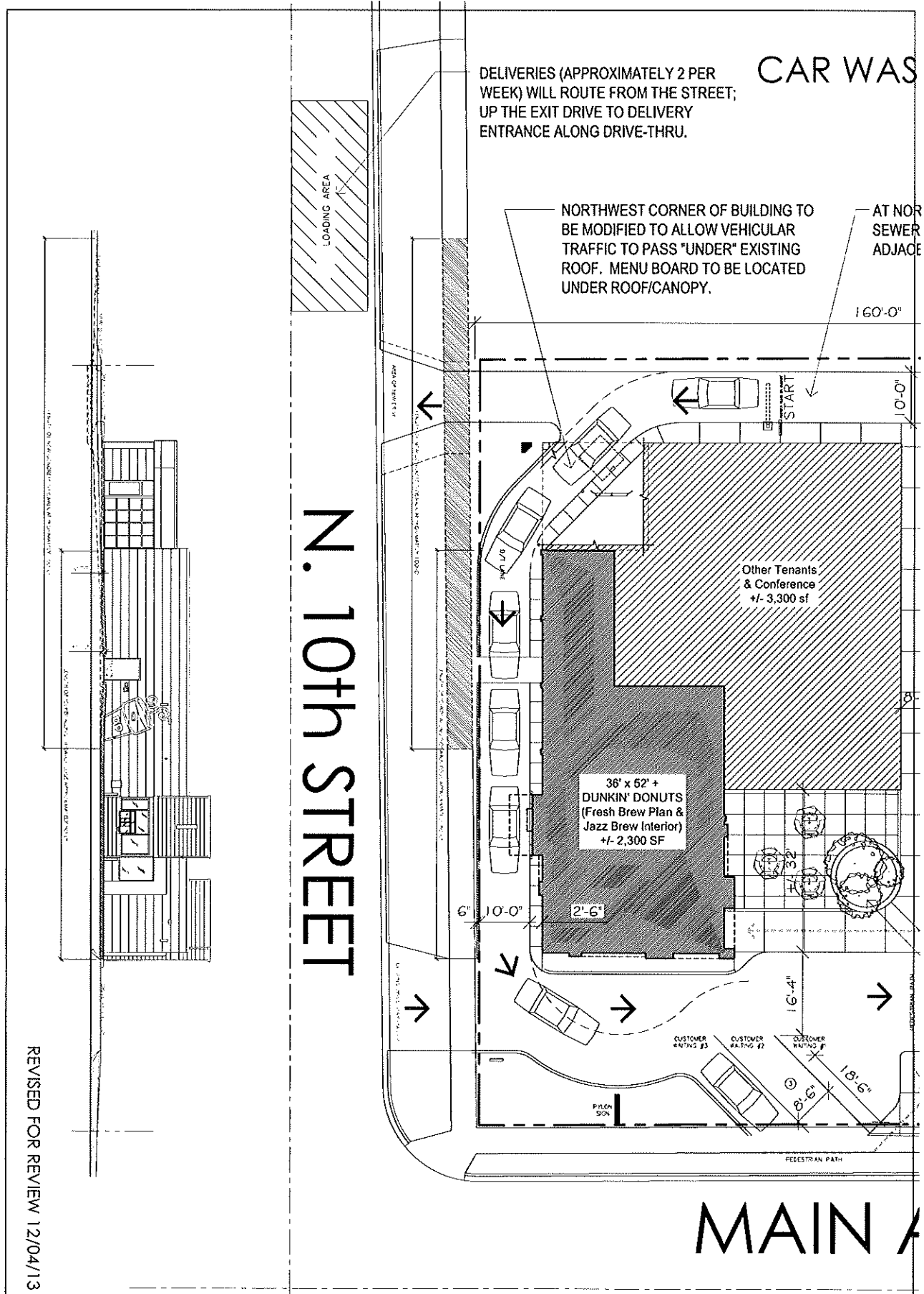
Print Name:
Title:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\ROP\2013\4 Forte 12-13-164-007-13.docx

Attachment: 4 Forte 12-13-164-007-13 (1670 : Resolution #13-158, Authorizing and Approving ROP for 950 Main)



REVISED FOR REVIEW 12/04/13

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #13-159, Approving Agreement for HVAC Preventative Maintenance Between the City of De Pere and Tweet-Garot Mechanical, Inc.

ATTACHMENTS:

- Reso13-159 (DOCX)
- Tweet-Garot (HVAC) 12-13-106-001-13 (DOCX)
- Exhibit A - Tweet-Garot (PDF)
- Exhibit B - Tweet-Garot (PDF)

RESOLUTION #13-159

APPROVING AGREEMENT FOR HVAC PREVENTATIVE MAINTENANCE
BETWEEN THE CITY OF DE PERE AND TWEET-GAROT MECHANICAL, INC.

WHEREAS, the City requires HVAC preventative maintenance services for all City buildings; and

WHEREAS, Tweet-Garot Mechanical, Inc. has available and offers to provide personnel and equipment necessary to accomplish those maintenance services within the required time; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for HVAC Preventative Maintenance Between the City of De Pere and Tweet-Garot Mechanical, Inc. as is attached hereto as Exhibit 1.

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 December, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT FOR HVAC PREVENTATIVE MAINTENANCE BETWEEN
THE CITY OF DE PERE AND TWEET-GAROT MECHANICAL, INC.**

THIS AGREEMENT, made and entered into on this ____ day of _____, 2013, by and between the City of De Pere ("City") and Tweet-Garot Mechanical, Inc., a Wisconsin corporation ("Contractor"):

WITNESSETH

WHEREAS, the City requires HVAC preventative maintenance services for all City buildings; and

WHEREAS, the Contractor has available and offers to provide personnel and equipment necessary to accomplish those maintenance services within the required time.

NOW THEREFORE, City and Contractor agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Quotes (Exhibit A) and Contractor Proposal thereto (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. If, during the course of performing the work, City and Contractor agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONTRACTOR SERVICES

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

III. SCOPE OF CITY SERVICES

City shall provide the Contractor with information and items as described in Exhibit A.

IV. TERM OF AGREEMENT

This Agreement shall commence on January 1, 2014 and terminate at midnight on December 31, 2016. This Agreement may be extended for up to two (2) additional years upon mutual written consent of the parties.

V. AUTHORIZATION, PROGRESS AND COMPLETION

In Contractor's signing this Agreement, the City gives the Contractor specific authorization to proceed with the work described herein.

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

VI. OWNERSHIP AND FORM OF DOCUMENTS

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

Drawings, specifications and other documents, including those in electronic form, prepared by the Contractor are for use solely with respect to this Project. Any other use shall be at the City's sole risk and without liability to the Contractor.

Finally, the parties acknowledge that Contractors records regarding the matters covered under this Agreement constitutes Contractor records under Wis. Stats. §19.36(3) et seq. and Contractor agrees to comply with Public Records requirements pertaining to those records. Contractor agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Contractor as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format.

VII. CONFIDENTIALITY OF INFORMATION

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

VIII. TIME FOR COMPLETION

The Contractor shall comply with the project time found in Exhibit A. Should Contractor encounter any circumstances, which, in the Contractor's opinion, will delay closeout of the contract within said time, Contractor shall so inform the City in writing.

IX. COMPENSATION

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

Payment to the Contractor is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made. Should City, without cause, withhold payment for amounts due Contractor, Contractor shall be entitled to recover from City all amounts lawfully due including expenses of collection and attorney fees.

X. RESPONSIBILITY OF CONTRACTOR

The Contractor is employed to render a professional service only, and any payments made to the Contractor are compensation solely for such services rendered and recommendations made in carrying out the work. The Contractor shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Contractor. The limit of liability shall be \$1,000,000 or the total engineer and/or surveyor's fee on the project, whichever is less.

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs,

losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) causes solely by the negligent acts or omissions of Contractor or Contractor's officers, directors, partners, employees, and Contractor's Contractors in the performance and furnishing of Contractor's services under this Agreement.

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be

inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the City make normal progress in the performance of the work impossible. The Contractor may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVII.

XVIII. TERMINATION OF WORK

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

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

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

XIX. MEDIATION

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

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

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XX. NOTICES

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

If to City:

City of DePere
Attention: City Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

With a copy to:

City of De Pere
Attention: Director of Parks, Recreation &
Forestry
925 South Sixth Street
De Pere, WI 54115

If to Contractor:

Tweet-Garot Mechanical, Inc.
Attention: Dave Le May
2545 Larsen Road
Green Bay, WI 54303

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

TWEET-GAROT MECHANICAL, INC.

By:

Print Name:

Title:

Print Name:

Title:

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2013\Tweet-Garot (HVAC) 12-13-106-001-13.docx

Tweet-Garot Mechanical Inc.
2545 Larsen Road
Green Bay, WI 54303

OCTOBER 8 – OCTOBER 25
CITY OF DE PERE
ADVERTISEMENT FOR QUOTES
HVAC PREVENTATIVE MAINTENANCE

The City of De Pere is accepting quotes to conduct Preventative Maintenance on all HVAC equipment within the City. Proposals are due by October 25, 2013 at 2:30 pm at the Municipal Service Center at 925 South Sixth Street, De Pere, WI 54115. Interested contractors are welcomed to participate in a City walkthrough on October 21st, starting at 8:00am at the Municipal Service Center (925 S. Sixth Street). Any questions or concerns may be directed to Marty Kosobucki at 339-8358 or mkosobucki@mail.de-pere.org.

Agreement:

- The agreement shall be a period of three years, with an option to renew on a yearly basis contingent on both parties approval.

Scope of Services:

- Conduct a spring and fall maintenance check of all HVAC related equipment owned by the City of De Pere.
- Provide inventory of all HVAC related equipment.
- Provide a status/condition report of each piece of equipment within one week of seasonal maintenance completion.
- Cover all necessary labor and preventative maintenance to maintain all HVAC related equipment. Preventative Maintenance shall consist of cleaning, aligning, calibrating, adjusting, change filter, replace belts, and lubricating. Schedule A provides a general list of HVAC related equipment owned by the City of De Pere.
- Submit Schedule B and C for consideration.

Customer Responsibilities:

- Customer assumes that all equipment is in satisfactory working condition. Any equipment found in need of repair upon initial inspection or seasonal start-up will be reported to the owner's representative with a written estimate to repair the item in question.
- Repair work shall not commence unless authorized by City representative.
- Customer shall provide all belts and air filters for replacement.
- Customer will cover the cost of repair parts outside of preventative maintenance agreement.
- Redesign, repair, or adaptation of any equipment due to the obsolescence or unavailability of refrigerant and/or replacement parts is beyond the scope of the agreement.
- Customer shall provide reasonable means of access to all equipment.
- Customer shall make available all Material Safety Data Sheets.
- Customer agrees to pay for any authorized work performed outside of preventative maintenance contract.

Submittal Requirements:

- Contractor shall submit all required documents by deadline.
- Contractor must submit Schedule B indicating contact information and references related to preventative maintenance.
- Contractor shall submit Schedule C, indicating proposed fees.

Questions:

For any questions for to review City HVAC equipment please contact Marty Kosobucki at 920-339-8358, or e-mail at mkosobucki@mail.de-pere.org.

City of De Pere
HVAC Preventative Maintenance
Schedule A
Generalized Inventory of HVAC

The below list is a representation of HVAC units and equipment throughout the City of De Pere. The list should be used as a guide and not as an accurate inventory. Contractors are welcome to visit or contact City representatives to get further information.

Location				
Community Center	HW Boilers	Hot Water Pumps	Package Unit	Exhaust Fans
	Standard Convectors	HW Coil/Unit Heaters	Humidifiers	VAV Boxes
	Fan Powered Boxes	Thermostats	Temperature and Safety Controls	
Municipal Service Center	Hot Water Boilers	Split System Unit	Exhaust Fans	Power Roof Ventilators
	Make Up Air Units	Entrance Heaters	Gas Fired Unit Heaters	HW Coil/Unit Heaters
	VAV Boxes	Air Compressor	Thermostats	Temperature and Safety Controls
City Hall	HW Boilers	HW Pumps	Split System Unit	Roof Compressor
	Condenser Fan Motor	Roof Top Packaged Unit	Exhaust Fans	Power Roof Ventilators
	Standard Convectors	Electric Rad. Unit Heater	HW Coil/Unit Heaters	Unit Ventilators
	Air Compressor			
Fire Station West	Split System Units	Gas Fired Unit Heater		
Fire Station East	Split System Units	Exhaust Fan	Return Fan	
Police Station	Split System Unit	Power Roof Ventilators	Make up Air Unit	Standard Convectors
	Air Compressor			

City of De Pere
HVAC Preventative Maintenance - RFP
Schedule B
Contact and Reference Page

Schedule B should be completed accurately and completely. For questions or concerns, please contact Marty Kosobucki at 339-8358, or e-mail at mkosobucki@mail.de-pere.org. Proposals shall be submitted to the Municipal Service Center by Friday, October 25, 2013, at 2:30 pm. The Municipal Service Center is located at 925 South Sixth Street, De Pere, WI 54115.

Contact Information

Company Name: Tweet-Garot Mechanical, Inc.	
Contact Person: Dave Le May	E-mail: dave.lemay@tweetgarot.com
Phone: 920-498-0400	Cell Phone: 920-660-0047
Address: 2545 Larsen Road, Green Bay, WI 54303	

Reference Information

1. Company: <u>Green Bay Packers</u>		Phone: <u>920-737-7022</u>
Contact Person: <u>Mike Moynihan</u>	Address: <u>1265 Lombardi Ave</u> <u>Green Bay, WI</u> <u>54307-0628</u>	
2. Company: <u>Oneida Casino</u>		Phone: <u>920-429-3442</u>
Contact Person: <u>Tim Skenandore</u>	Address: <u>2170 Airport Drive</u> <u>Green Bay, WI</u> <u>54313</u>	
3. Company: <u>Appleton Papers</u>		Phone: <u>920-991-8227</u>
Contact Person: <u>Angela Gregory</u>	Address: <u>P.O. Box 359</u> <u>Appleton, WI</u> <u>54912</u>	

2545 Larsen Road
Green Bay, WI 54303

City of De Pere
HVAC Preventative Maintenance
Schedule C

Price Quote

Please indicate price quotes based on the scope of services for each of the indicated City of De Pere locations. Price quotes should reflect a total fee per year.

Location	Price
Municipal Service Center	\$4,235.00
Fire Department (West)	\$ 650.00
Fire Department (East)	\$1,995.00
City Hall	\$3,160.00
Police Station	\$1,410.00
Community Center	\$1,995.00

Total (Year –2014)
Total (Year - 2015)
Total (Year - 2016)
Grand Total

\$13,445.00
\$13,855.00
\$13,855.00
\$41,155.00

* Includes a complete boiler cleaning annually for all locations (burners & heat exchangers) along with a combustion analyzer report.

* Tweet-Garot Mechanical Inc. will work with the City of De Pere in negotiating pricing for belts, filters and repair parts.

* Includes lift for the MSC building for access to all gas fired equipment located in garage area (gas fired unit heaters & make-up air units)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: Plan Commission

FROM: Ken Pabich

SUBJECT: Resolution #13-160, Authorizing Second Amendment to Agricultural Farm Lease and Grass Cutting Agreement.

ATTACHMENTS:

- Reso13-160 (DOCX)
- Amendment to Lease-Daul-11-13-145-002-05 (DOCX)
- Exhibit A - Daul (PDF)

RESOLUTION #13-160

AUTHORIZING SECOND AMENDMENT TO AGRICULTURAL
FARM LEASE AND GRASS CUTTING AGREEMENT

WHEREAS, the City and Joseph Daul are parties to an Agricultural Farm Lease and Grass Cutting Agreement dated January 1, 2010 and amended April 28, 2010; and

WHEREAS, the parties wish to enter into a Second Amendment to the Agreement to extend said lease term for an additional three (3) year period upon the terms and conditions set forth in the Second Amendment; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the attached Second Amendment to Agricultural Farm Lease and Grass Cutting Agreement, incorporated herein as Exhibit 1.

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 December, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso13-160 (1698 : Resolution #13-160, Authorize extension of agricultural land lease for east side of the City.)

**SECOND AMENDMENT TO AGRICULTURAL FARM LEASE
AND GRASS CUTTING AGREEMENT**

THIS SECOND AMENDMENT is entered into this ____ day of _____, 2013, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Joseph Daul, an individual ("Daul").

WHEREAS, the City and Daul are parties to an Agricultural Farm Lease and Grass Cutting Agreement dated January 1, 2010 and amended April 28, 2010 (collectively "the Agreement"); and

WHEREAS, the parties wish to enter into a Second Amendment to the Agreement to extend said lease term for an additional three (3) year period upon the terms and conditions set forth below.

NOW THEREFORE, upon the mutual promises and covenants contained herein, and upon such additional consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement between them as follows:

1. The location of the "Leased Premises" leased by City to Daul for purposes of agricultural farming and grass cutting is shown on the map attached hereto and incorporated herein by reference as Exhibit A.
2. The term of the Agreement is hereby extended by an additional three (3) years and shall expire December 31, 2016.
3. All other provisions of the Agreement shall remain in full force and effect unless specifically modified in this Amendment.

Dated this ____ day of _____, 2013.

JOSEPH DAUL

CITY OF DE PERE

Joseph Daul

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Leases\2013\Amendment to Lease-Daul-12-13-145-002-05.docx

Exhibit 1

City Land Available off Ryan Road

11.47 Acres Available off Ryan Road

 **68 Acres for Crop Production (Industrial Park)**

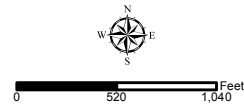
 **7 Acres for Crop Production (Ryan Rd.)**

 **21 Acres for Grass Harvest for Feed**

2014 Farm Lease & Grass Cutting Map

City Land Available on the East Side

-  Tax Parcels
-  Lease Area
-  Grass Cutting



City of De Pere

EXHIBIT A
Packet Pg. 81

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #13-161, Authorizing Development Agreement Between the City of De Pere and American Drive Realty, LLC.

ATTACHMENTS:

- Reso13-161 (DOCX)
- Development Agreement - American Drive Realty final 12-13-176-003-13 (DOCX)
- Exhibit A - American Drive (PDF)
- Exhibit B - American Drive (PDF)

RESOLUTION #13-161

AUTHORIZING DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF DE PERE AND AMERICAN DRIVE REALTY, LLC

WHEREAS, American Drive Realty, LLC is the owner of vacant real property known as WD-364-D-504-4, located on American Boulevard in the City of De Pere (the Property); and

WHEREAS, the American Drive Realty, LLC is interested in improving such property for manufacturing purposes; and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Incremental Financing District No. 6 (TID #6) on January 1, 1998 (the District) and adopted a Project Plan for the District authorizing the expenditure of funds within the District (the Project Plan); and

WHEREAS, American Drive Realty, LLC's intended construction improvements (the Development) are consistent with the TID #6 Project Plan and will be beneficial to the City; and

WHEREAS, the Developer's ability to construct the improvements is contingent upon the City's providing financial and other assistance to American Drive Realty, LLC on the terms set forth in the Development Agreement Between the City of De Pere and American Drive Realty, LLC attached hereto and incorporated herein by reference as Exhibit 1.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves of the Agreement attached as Exhibit 1 and thereby authorizes and directs the Mayor and Clerk-Treasurer execute such Agreement.

BE IT FURTHER RESOLVED THAT:

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

Attachment: Reso13-161 (1726 : Resolution #13-161, Authorizing Development Agreement)

Resolution #13-161
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of
December, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso13-161 (1726 : Resolution #13-161, Authorizing Development Agreement)

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DE PERE
AND AMERICAN DRIVE REALTY, LLC
(American Boulevard)

THIS DEVELOPMENT AGREEMENT is entered into as of this _____ day of _____, 2013 by and between the City of De Pere, a Wisconsin municipal corporation (City) and American Drive Realty, LLC, a Wisconsin limited liability company (Developer).

RECITALS

WHEREAS, Developer is the owner of vacant real property known as WD-364-D-504-4, located on American Boulevard in the City of De Pere (the Property) shown on the map attached as Exhibit A; and

WHEREAS, the Developer is interested in improving such property for manufacturing purposes; and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Incremental Financing District No. 6 (TID #6) on January 1, 1998 (the District) and adopted a Project Plan for the District authorizing the expenditure of funds within the District (the Project Plan); and

WHEREAS, Developer's intended construction improvements (the Development) are consistent with the TID #6 Project Plan and will be beneficial to the City; and

WHEREAS, the Developer's ability to construct the improvements is contingent upon the City's providing financial and other assistance to Developer on the terms set forth in this Agreement.

AGREEMENTS

In consideration of the Recitals and the terms and conditions set forth herein, together with such other consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Exhibit 1

ARTICLE I
DEVELOPMENT OF THE PROPERTY

A. Developer agrees to proceed with and diligently take all steps necessary to and proceed with the development of the Property, including the following:

1. Obtaining state approved construction plans for the construction which are in conformance with the site plan approved by the City Plan Commission on September 27, 2010 and amended on October 29, 2013 attached and incorporated as collective Exhibit B; and
2. Commencing construction thereon as soon as possible in accordance with City regulations; and
3. Completion of construction and occupancy permit on or before January 1, 2015.

B. The 2013 assessed value of the Property is \$111,800. Developer warrants and guarantees that the value of the Property with the Development will, as of January 1, 2015, be \$900,000 (the Guaranteed Value).

ARTICLE II
CITY OBLIGATIONS

A. The City shall make two grants (collectively, the Project Grants and individually, a Project Grant) to Developer to defray the costs of the development, thereby lowering the occupancy costs of the tenants. The aggregate amount of the Project Grants shall be based upon the \$900,000 Guaranteed Value of the Development as of January 1, 2015. The Project Grants, totaling \$160,000, are payable on the following schedule:

1. The first Project Grant, in the amount of \$80,000, shall be payable upon Building Inspector approval of the footing and foundation construction.
2. The second Project Grant, in the amount of \$80,000, shall be payable not more than fifteen days after the issuance of a certificate of occupancy by the Building Inspector for the Development.

Development Agreement
American Drive Realty, LLC
Page 2 of 8

B. The City shall assess the Property in accordance with the real estate valuation requirements for similar commercial properties under Wis. Stats. §70.32.

ARTICLE III DEVELOPER'S OBLIGATIONS

A. Developer, for itself and its successor and assigns, agrees to and obligates itself to repay all Project Grants it receives from City should it fail to complete the Development in accordance with Exhibit B on or before January 1, 2015, unless otherwise agreed by the parties in writing. Upon repayment in full of such Project Grants, plus interest at the statutory rate from the date the Project Grant was made to the date repaid, the obligations found in this Article shall become null and void.

B. For the duration of the life of the District which shall terminate on December 31, 2020, Developer hereby agrees, for itself, its successors and assigns, that it shall not, without the prior written consent of the City, sell or lease any portion of the Development or the Property to an entity whereby such sale or lease would cause such portion of the same to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall run with the land and be binding upon all of the Developer's successors and assigns. Developer further agrees that it will place a restriction in any deed or bill of sale conveying the Development and/or the Property during the duration of this Agreement prohibiting any use of such Property during the term of this Agreement which would cause same or any portion thereof to become tax exempt.

C. Developer, for itself and its successors and assigns, agrees that, should the assessed value be less than the Guaranteed Value of \$900,000, it will make a payment in lieu of

Development Agreement
American Drive Realty, LLC
Page 3 of 8

tax to City (the “Deficit Payment”) equal to the difference in taxes to be collected due to the shortfall in the assessed value. Such Deficit Payment shall be determined as follows:

1. The amount of the Deficit Payment shall be determined by subtracting the assessed value from \$900,000. That number shall be multiplied by the mil-rate for all taxing jurisdictions established for the prior tax year for the west side of De Pere, with the product being due and payable by Developer to the City on or before October 15 of the year in which it is levied.
2. If not paid in full by October 15 of the year in which it was due, the amount determined under the process identified above shall become a lien on the property as a special charge under Wis. Stats. §66.0627.
3. The Deficit Payment obligation shall expire upon the termination of the District.

ARTICLE IV GENERAL

A. Developer and its successors and assigns shall keep and maintain the Development and Property in good repair and working order and will make or cause to be made from time to time all repairs necessary thereto (including external and structural repairs) and renewals and replacements thereof so as to maintain in the City an operational, habitable, and marketable development, ordinary wear and tear and obsolescence excepted, and shall keep and maintain such casualty insurance upon such Property as is customarily held in developments of like sizes and characters. All insurance policies required under this paragraph shall be taken out and maintained with insurance companies authorized to do business in the State of Wisconsin.

B. City agrees that, upon presentment of a written request from Developer’s lender, it will subordinate its interests in the preceding paragraph IV. A. to those of the lender.

Development Agreement
American Drive Realty, LLC
Page 4 of 8

However, such subordination shall not affect Developer's obligations hereunder to restore the site irrespective of any action of its lender.

C. All notices required by this Agreement must be in writing and sent by personal delivery, or by certified mail (return receipt requested), or by commercially responsible carrier service, to the addresses set forth below. All notices shall be deemed received on the date of confirmed delivery.

If to Developer: American Drive Realty, LLC
c/o Mark Soderlund
P.O. Box 5512
De Pere, WI 54115

If to City: City Administrator
City of De Pere
335 S. Broadway Street
De Pere, WI 54115

D. This Agreement may not be modified or amended except by written instrument executed by the parties hereto.

E. The City agrees that the Developer may collaterally assign its interests in this Agreement to the construction lenders for the Development. A construction lender may avail itself of the benefits of this Agreement only if it assumes in writing the obligations of Developer, as applicable, in this Agreement. The Developer may not otherwise assign its interest in this Agreement without the City's consent, which shall not be unreasonably withheld, conditioned or delayed.

F. This Agreement, or a memorandum hereof, may be recorded by any party in the Office of the Register of Deeds for Brown County.

Development Agreement
American Drive Realty, LLC
Page 5 of 8

ARTICLE V
DEFAULTS AND REMEDIES

A. A party shall be in default under this Agreement if such party shall fail to carry out or fulfill one or more of its obligations hereunder and such failure shall continue for a period of thirty (30) days following receipt of written notice from the other party specifying such failure; provided, however, that if the nature of the default is such that it cannot be cured within thirty (30) days, a party shall not be in default if it immediately undertakes steps to cure the default after receipt of notice and then diligently and in good faith prosecutes the curing of such default to its conclusion. If a party does not cure or undertake to cure a default within the time periods set forth above, the non-defaulting party may pursue the remedies provided for in this Agreement or otherwise available at law or in equity.

B. No party shall be considered in breach or default of its obligations with respect to the beginning and completion of construction of any improvements in the event of enforced delay in the performance of such obligations due to unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to, acts of God, forces majeure, acts of the public enemy, acts of adjoining property owners, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, breach of contracts by contractors or subcontractors, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of such party shall be extended for the period of the enforced delay as determined in good faith by all parties; provided that the party claiming enforced delay shall, within thirty (30) days after the beginning of such

Development Agreement
American Drive Realty, LLC
Page 6 of 8

Attachment: Development Agreement - American Drive Realty final 12-13-176-003-13 (1726 : Resolution #13-161, Authorizing Development

enforced delay, have first notified the other parties thereof and of the cause or causes thereof and requested an extension for the period of the enforced delay. In the event a delay is caused by unavailable materials or breach of contracts by contractors or subcontractors, the parties agree to grant a sufficient extension to permit such procurement.

C. The rights and remedies of the parties, whether provided by law or provided by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same time or different times of any such other remedies for the same event of default of breach or of any remedies for any other event or default or breach. No waiver made by any party with respect to the performance or manner or time of any obligation of another party under this Agreement shall be considered a waiver of any rights of the waiving party to enforce any other obligations of the other party.

D. This Agreement comprises the entire Agreement between the parties. No promise, or other obligation of either party not expressly provided for herein shall be enforceable unless reduced in writing and signed by the parties.

[Signatures on following page]

Development Agreement
American Drive Realty, LLC
Page 7 of 8

AMERICAN DRIVE REALTY, LLC
By:

Mark Soderlund, Managing Member

State of Wisconsin)
 : SS
Brown County)

This instrument was acknowledged before me
on the _____ day of _____, 2013,
by Mark Soderlund as Managing Member of
American Drive Realty, LLC.

Notary Public, State of Wisconsin
My commission expires on _____.

CITY OF DE PERE
By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

State of Wisconsin)
 : SS
Brown County)

This instrument was acknowledged before me
on the _____ day of _____, 2013,
by Michael J. Walsh, Mayor and Shana L.
Defnet, Clerk-Treasurer of the City of De Pere.

Notary Public, State of Wisconsin
My commission expires on _____.

H:\jdupont\Agreements\2013\Development Agreement - American Drive Realty final 12-13-176-003-13.docx

Development Agreement
American Drive Realty, LLC
Page 8 of 8

Attachment: Development Agreement - American Drive Realty final 12-13-176-003-13 (1726 : Resolution #13-161, Authorizing Development

Exhibit A

WD-364-D-504
3.931 AC

WD-364-D-504-3
18P44
106,012 SF

WD-364-D-504-5

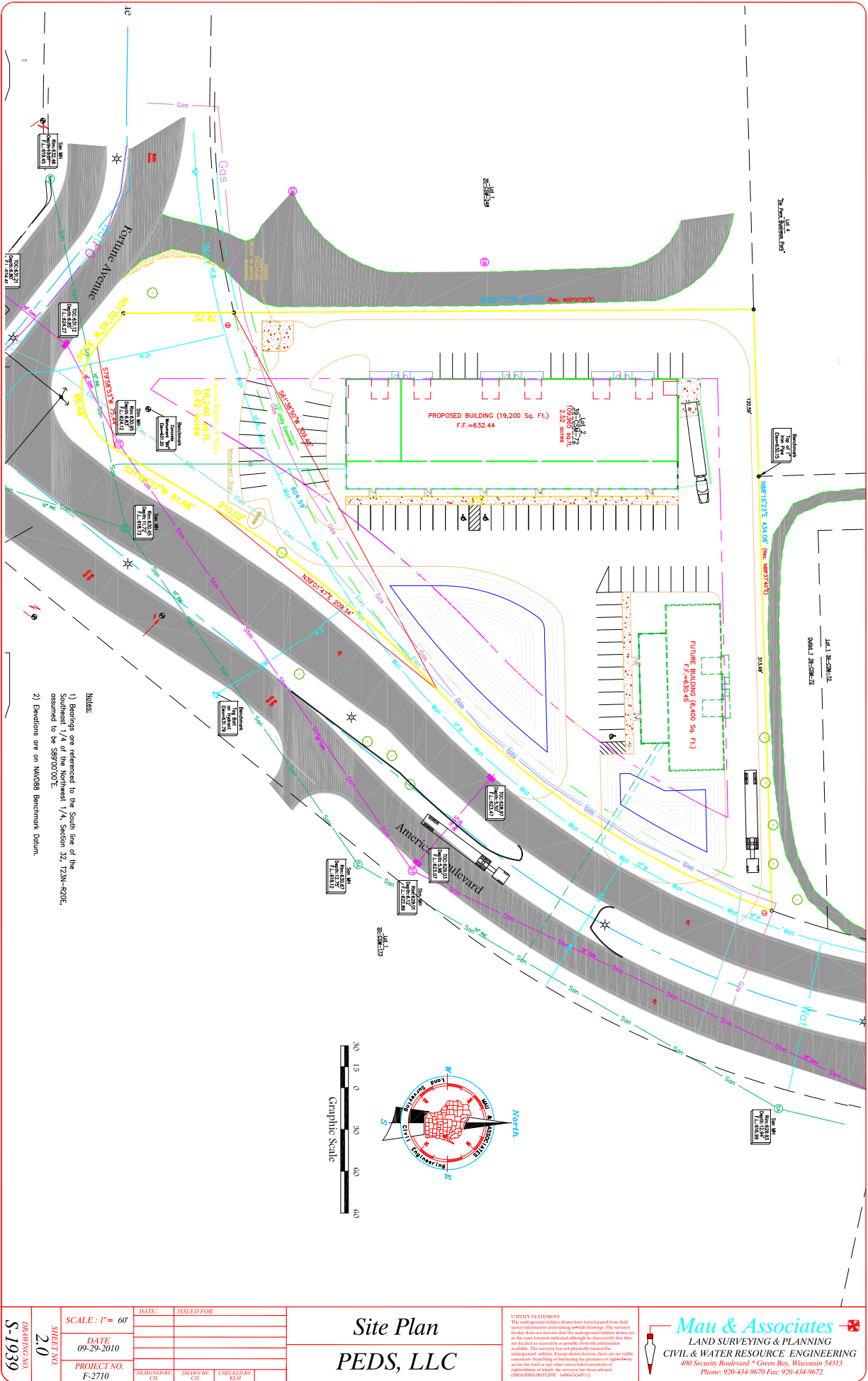
WD-364-D-504-4
2494335
128,183 SF

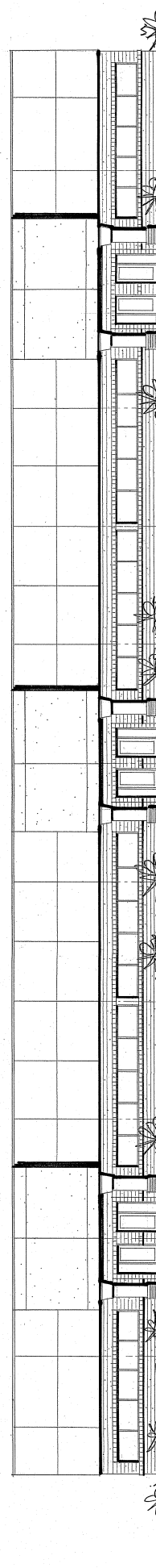
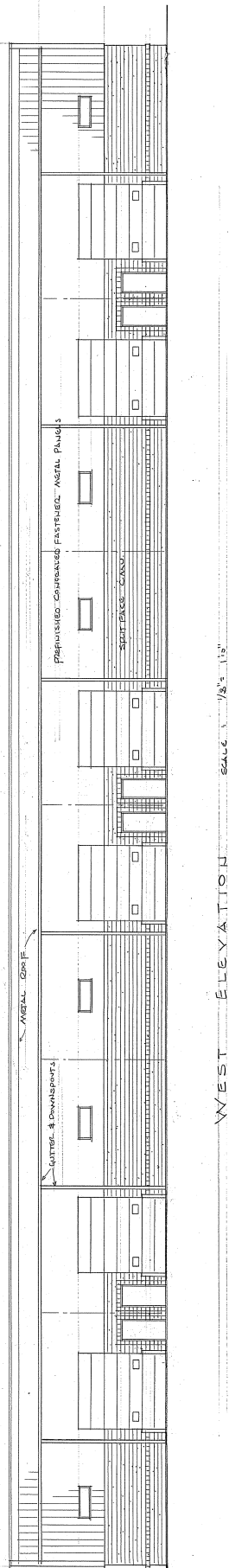
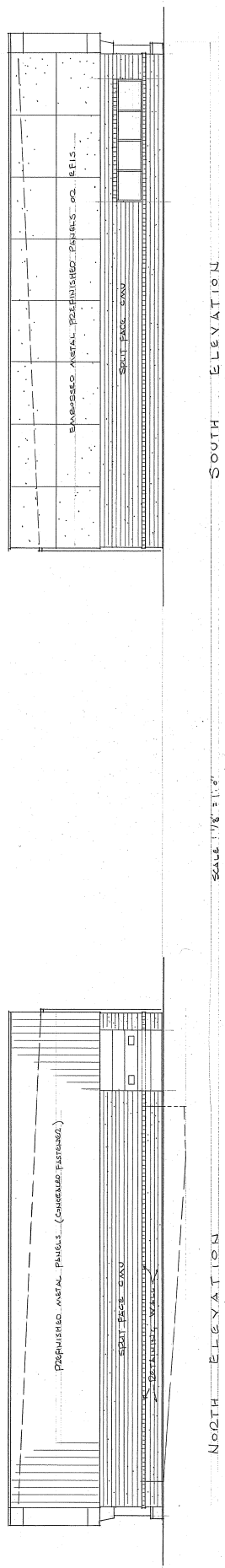
"The Property"

D-504-2
TS45
3 SF

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







LLOYD CARPENTER
ARCHITECT LLC
2005 Main Street
Green Bay, WI 54303

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: Information Technology

FROM: Peter Smith

SUBJECT: Resolution #13-162, Authorizing Facilities Use Agreement (De Pere Fiber Optic Group - WiscNet).

This permit allows WiscNet to use the De Pere Fiber Optic Group fiber to connect to St. Norbert College in support of the internet service agreement between the two parties.

ATTACHMENTS:

- Reso13-162 (DOCX)
- WiscNet_ROP_InsCert (PDF)

RESOLUTION #13-162

AUTHORIZING FACILITIES USE PERMITS
(De Pere Fiber Optic Group – WiscNet)

WHEREAS, the City of De Pere (City) is the managing agent of the De Pere Fiber Optic Group (DFOG), comprised of the City, Unified School District of De Pere, West De Pere School District and St. Norbert College; and

WHEREAS, pursuant to the Agreement for the Establishment and Operation of the De Pere Fiber Optic Facility, as managing agent, the City has the duty and authority to enter into contracts on behalf of DFOG; and

WHEREAS, St. Norbert College, Unified School District of De Pere and West De Pere School District requested that WiscNet, a Wisconsin Non-Profit Association internet provider, have access to DFOG for the purpose of facilitating fiber optic services for those members; and

WHEREAS, DFOG wishes to allow such use and to permit such use upon the terms and conditions set forth in the Facilities Use Permit attached hereto and incorporated herein by reference as Exhibit A.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute Exhibit 1.

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 December, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso13-162 (1687 : Resolution #13-162, WiscNet ROP)

FACILITIES USE PERMIT

Name and Address of Permittee: WiscNet
 740 Regent Street
 Suite 203
 Madison, WI 53715

Contact:
 Dave Lois, Executive Director
 740 Regent Street, Suite 203
 Madison, WI 53715

Grantor: City of De Pere and De Pere Fiber Optic Group (DFOG)

Purpose of Use: Facilitating De Pere Fiber Optic Group member Internet connectivity

The purpose and use of the DFOG Facilities described herein are allowed solely by this permit and are conditioned upon Permittee's strict compliance with the following provisions:

1. This permit authorizes Permittee to connect to no more than 10 DFOG fiber strands at the DFOG connection located at De Pere City Hall patch panels, where the connection will be patched to St. Norbert College.
2. Permittee shall, prior to making any connection to the facilities, notify the City's IT Administrator of when such connection is expected to be made. If any street excavation or other permits are required for such work, all shall be obtained by Permittee prior to any work being initiated.
3. Permittee wishes access to DFOG fiber to support data networking for research, education and public service in the State of Wisconsin. Such use of the DFOG fiber system shall strictly conform to Permittee's educational, scientific and charitable purpose as described in its Articles of Association, as revised January 20, 2000. No other use of the above described facilities are permitted except that specifically approved herein.
4. Notwithstanding paragraph 1, above, if the facilities referred to above is required for another use at any time deemed by the City or DFOG to be inconsistent with the continued use under this permit or if the City or DFOG determines that the use of the facilities authorized under this permit creates conditions adverse to the best interests of DFOG or the general public, the City or DFOG, then Permittee, upon notification by the City IT Administrator, shall within 90 days of written notice thereof, promptly disconnect and abandon further use of these facilities at Permittee's sole cost and in accordance with all rules and regulations then applicable and the area returned to pre-use condition. Failure of Permittee to remove and terminate such connection within 90 days of the notice to do so shall result in the City removing the same and charging the costs thereof to Permittee.
5. Permittee shall save and hold the City of De Pere and DFOG, and their respective officials, officers and employees harmless from any and all injury that may occur to any party as the result of Permittee's use of the above referenced facility. This

provision is intended to indemnify and hold harmless the City of De Pere and DFOG and their respective officers, officials and employees to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, Permittee shall maintain a general liability insurance policy on its business operations in an amount of not less than One Million Dollars per occurrence and shall produce a Certificate of Insurance naming the City of De Pere as an additional insured thereunder for purposes of the activities allowed by this permit demonstrating that the City is entitled to coverage thereunder under the terms and conditions of this agreement. Such insurance certificate is attached as Exhibit A.

6. Failure by Permittee to comply with the provisions of this permit is cause for the City IT Administrator to terminate this permit and require Permittee to take immediate action to restore the facilities to their original condition and to maintain any action at law or in equity to require such action and the costs thereof paid by Permittee.
7. Permittee shall comply with all City and State permitting requirements.
8. This permit is not assignable without prior written consent of all of the parties.

We, the undersigned, acknowledge that we have read and understand the foregoing conditions and that this agreement is to be binding upon the heirs, personal representatives, and successors of all parties. No representations other than those expressed herein, either oral or written, are part of this permit. Permittee acknowledges receipt of a copy of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____

day of _____, 2013.

WiscNet
By:



Dave Lois, Executive Director

City of De Pere
By:

Michael J. Walsh, Mayor

Signatures Continued on Following Page

Other De Pere Fiber Optic Group Members

St. Norbert College, Inc.

By:

Signature
Print Name:_____
Date**Unified School District of De Pere**

By:

Signature
Print Name:_____
Date**West De Pere School District**

By:

Signature
Print Name:_____
Date

H:\jdupont\ROP\Facilities Use\Facilities Use Permit (WiscNet)-11-13-122-012-02.docx

Attachment: WiscNet_ROP_InsCert (1687 : Resolution #13-162, WiscNet ROP)



298176

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 11/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines- (800)-445-3192 Wells Fargo Insurance Services USA, Inc. 10 South Wacker Drive, 17 th floor Chicago, IL 60606	CONTACT NAME: Tracey Marshbanks PHONE (A/C, No, Ext): 312-658-4122 FAX (A/C, No): 312-658-4100 E-MAIL ADDRESS: tracey.marshbanks@wellsfargo.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Co. Ltd INSURER B: Columbia Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED WiscNet 740 Regent Street Madison WI 53715	NAIC # 11000 31127	

COVERAGES
CERTIFICATE NUMBER: 6908092

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC			83SBATP1189	5/19/2013	5/19/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Benefit Liab \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			83SBATP1189	5/19/2013	5/19/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			83SBATP1189	5/19/2013	5/19/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Prof Liab/Media			596342465	7/08/2013	7/08/2014	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER
CANCELLATION

 City of DePere
 Attn: Court Treasurer
 333 S. Broadway
 DePere, WI 54115

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #13-163, Opposing Assembly Bill 522 Requiring
Municipalities to Share Payments in Lieu of Tax (PILOTs) with
Other Taxing Jurisdictions.

ATTACHMENTS:

- Reso13-163 (DOCX)

RESOLUTION #13-163

OPPOSING ASSEMBLY BILL 522 REQUIRING MUNICIPALITIES TO SHARE
PAYMENTS IN LIEU OF TAX (PILOTs) WITH OTHER TAXING JURISDICTIONS

WHEREAS, PILOTs are a tool utilized by the City of De Pere to recover the costs of providing services to properties should the property become tax exempt; and

WHEREAS, the City currently has over 25 PILOT agreements in place; and

WHEREAS, 2013 Assembly Bill 522 (AB 552) would require municipalities receiving a PILOT from a tax exempt entity for City services to that entity, to share such payment with all overlaying taxing jurisdictions (i.e., County, School District, VTAE, State); and

WHEREAS, the City also uses PILOTs to ensure repayment of infrastructure costs in its Tax Increment Finance Districts (TIDs); and

WHEREAS, because PILOT payments in TIDs are based upon infrastructure repayment calculations, requiring the City to share in these PILOT payments will mean less money available to the City to repay its TID general financial obligations, resulting in the need for taxes to cover debt incurred for private investment; and

WHEREAS, requiring the City to share PILOTs with other taxing jurisdictions would also create a windfall for those taxing jurisdictions which do not have out of pocket service expenses related to the property while penalizing the City by not allowing it to keep revenues intended to reimburse the City for those actual out of pocket expenses.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council hereby voices it considerable opposition to AB 522 and directs the Clerk-Treasurer to so notify its State Senators and Representatives of the same by providing them a copy of this Resolution.

Resolution #13-163

Page 2 of 2

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of December, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso13-163 (1723 : Resolution #13-163, Opposing Assembly Bill 522)

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: Plan Commission

FROM: Ken Pabich

SUBJECT: Resolution #13-164, Authorizing Submission of Wisconsin Economic Development Corporation Grant for Community Development Investment Program.

ATTACHMENTS:

- Reso13-164 (DOCX)

RESOLUTION #13-164

AUTHORIZING SUBMISSION OF WISCONSIN ECONOMIC
DEVELOPMENT CORPORATION GRANT FOR
COMMUNITY DEVELOPMENT INVESTMENT PROGRAM

WHEREAS, the Wisconsin Economic Development Corporation (WEDC) has developed a new grant program for community development; and

WHEREAS, Definitely De Pere, the City's Main Street Program, has been working on implementing concepts from the 2011 Downtown Master Plan, in particular, redevelopment of the Nicolet Square area in conjunction with the reconstruction of Main Avenue in 2016; and

WHEREAS, a Tier 3 grant under the new WEDC program would enable the City to engage engineering services to further define and detail proposed Nicolet Square alley improvements, redesign of the parking lot and streetscape improvements; and

WHEREAS, this new grant program requires a 75% local match; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends moving forward with the grant submission.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Director of Planning and Economic Development is authorized to submit a WEDC grant request for Tier 3 funding for the above described activities.

BE IT FURTHER RESOLVED THAT:

Any such grant awarded shall be formally accepted by the Common Council.

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.

Resolution #13-164
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin this 17th day of
December, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso13-164 (1696 : Resolution #13-164, WEDC Tier 3 Community Investment Grant for Nicolet Square)

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #13-165, Ratifying Grant Application to Wisconsin State Energy Office for Clean Energy Investments.

ATTACHMENTS:

- Reso13-165 (DOCX)
- Wisconsin State Energy Office Grant Application (PDF)

RESOLUTION #13-165

RATIFYING GRANT APPLICATION TO WISCONSIN STATE ENERGY OFFICE
FOR CLEAN ENERGY INVESTMENTS

WHEREAS, the Wisconsin State Energy Office (SEO) administers the State Energy Program (SEP) funded by the U.S. Department of Energy; and

WHEREAS, SEO is seeking grant applications for energy saving projects; and

WHEREAS, the City's planned 2014 purchase of compressed natural gas garbage trucks is an eligible project under this grant; and

WHEREAS, the City is not obligated to accept the grant if it is awarded; and

WHEREAS, the grant process opened on November 13, 2013 and closes on December 13, 2013, therefore, it was impracticable to receive Common Council approval prior to submitting the grant application; and

WHEREAS, this matter has been reviewed by the Board of Public Works which recommends approval of the grant submission and also recommends submitting the grant application on or before December 13, 2013, in advance of the regularly scheduled Common Council meeting.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council ratifies the actions of the Director of Public Works in submitting the SEO grant application (Exhibit A).

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.

Resolution #13-165
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin this 17th day of
December, 2013.

APPROVED:

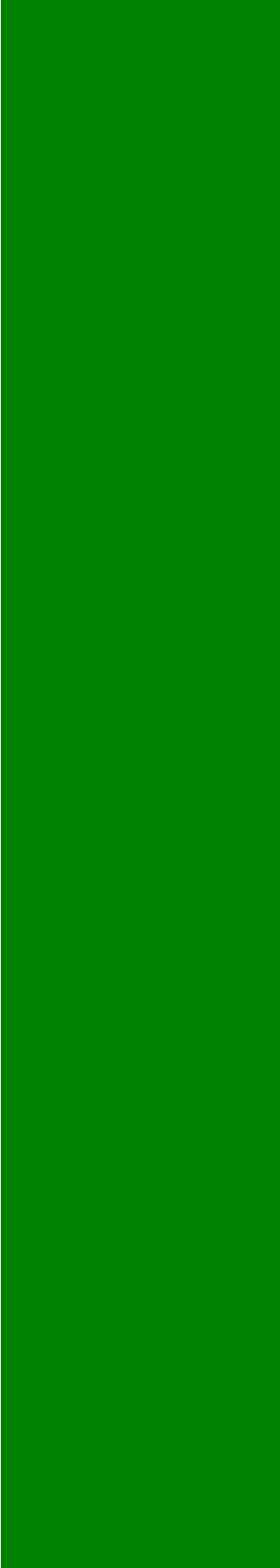
Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____



Planning and Implementing Clean Energy Investments in Wisconsin Communities

Request for Proposals

Issue Date: November 13, 2013

Application Due Date: December 13, 2013

Wisconsin State Energy Office

101 East Wilson St. 6th Floor

Madison, WI 53703

This page intentionally left blank

Table of Contents

Background..... 4

Examples of Eligible Projects..... 4

Eligible Applicants.....4

Cost-Sharing..... 6

Application Guidelines..... 6

Application Review Information 8

Review and Selection Process 9

Contract Terms and Funding 9

Contact Information 9

Cover Page..... 10

Budget Justification Form 11

Budget Summaries..... 12

Background

The Wisconsin State Energy Office (SEO) works with a broad range of partners on energy-related issues impacting the business, agriculture, industrial, and local government sectors. Energy efficiency and waste reduction approaches to energy consumption and generation have the potential to generate renewable energy, reduce waste and save money for local governments of all sizes in Wisconsin. During 2009 and 2010 there were 21 awardees representing almost 50 counties, cities, village, towns and first nation tribes that participated in the Energy Independence Planning process. This group collected energy data from buildings, infrastructure and fleet vehicles to create a baseline to make future energy decisions. Next, each one of the Energy Independence Teams worked with their county board, city council, village board, town chairs, and tribal leaders to select the initiatives, policies and projects that would give their community the best Return On Investment (ROI). Once each community selected their initiatives, policies and projects, a pathway was created to implementation. These items will be worked on in each community for the next fourteen years, until 2025.

As part of its work, the SEO administers the State Energy Program (SEP), funded by the US Department of Energy.

This Request for Proposals (RFP) seeks applicants interested in one of the following areas of interest listed below. Please note that communities without a plan in place that includes a baseline dataset of energy used in buildings, infrastructure and fleet vehicles, will only be considered for award under the planning grant area of interest.

Area of Interest One: Energy Independent Planning Grants:

- 1) Communities applying under this area of interest will agree to compile a baseline of energy consumption (in buildings, vehicles, and infrastructure) which will serve to identify opportunities to save energy in local government operations and to create an action plan based on that information. Grants under this area of interest will be limited to a maximum of \$10,000 with no minimum grant size. Communities will be encouraged but not required to use EPA Portfolio Manager to record and report data.

Area of Interest Two: Implementation Grants for Energy Independent Communities:

- 2) Communities will apply to use funds (between \$5,000 and \$20,000) to implement a cost-effective project that will result in energy savings and serve to fulfill the detailed plan set forth in the communities' energy independence plan.

145 units of Wisconsin local government (counties, towns, cities, villages and tribal governments), have passed resolutions pledging to work to reduce energy use in order to save taxpayer dollars and reduce emissions in their communities. Building on these Energy Independent Communities' initiatives, the State Energy Office is making available approximately half of its discretionary funds (i.e. \$100,000) to provide grants to local governments to carry out one of the above activities (creating a baseline of energy use and action plan or implementing a clean energy project).

All municipalities find themselves in a fiscal environment wherein they welcome reducing energy costs if they can generate cash from those savings. The purpose of this RFP is to identify

Up to ten projects that would receive grants from the SEO for between \$5,000 and \$20,000 each, up to a total of \$100,000.

Examples of potential projects:

1. A municipality deploys energy-efficient lighting at or around public buildings.
2. A tribal government does a baseline survey of energy uses in tribal government buildings and develops a plan to reduce energy consumption.
3. A city purchases a new garbage truck that has a Compressed Natural Gas engine (the incremental cost of the CNG engine would be eligible, UP TO the amount of the grant awarded.
4. Installation of insulation in public buildings.
5. Developing a plan to operate and acquire feedstock for a community anaerobic digester.

Scoring

1. Applicants that have passed resolutions committing to work toward clean energy goals in their communities will receive an additional 5 points (out of 100 possible) to their application score.
2. Proposals that save or create the **most** clean energy per dollar spent on the project will receive higher scores than those proposals which save or create the **least** amount of clean energy
3. Applicants that contribute municipalities' own funds to the project will receive up to 15 additional points (out of 100) on their scores.
4. DNR Legacy Green Tier Communities will receive an additional 5 points for their participation in that program.

Eligible Applicants

Applicants must be:

Wisconsin cities, towns, villages, counties, or tribal governments.

Award Information

1. **Type of Award** – Awards under this RFP will be grants operated under Wisconsin Department of Administration rules, and federal rules applicable to the State Energy Program.
2. **Maximum Award Size** – SEO will award a **maximum** grant of \$20,000
3. **Expected Number of Awards** - Ten grantees will be selected.
4. **Period of Performance** – Awards will be for a period of 6 months. All work on the projects or survey/plan must be finished by June 30, 2014 and all funds must be spent by that time. This rule must be strictly enforced because of US Department of Energy rules applying to this program.

Eligible/Ineligible Expenses

Lobbying expenses are ineligible. All expenses will be reviewed and approved by the SEO.

Expenses incurred before the grant contract is signed will not be eligible for reimbursement.

Budgets will be reviewed prior to an award (via the Budget Justification Form) and are subject to negotiation with the SEO. Land and building construction are ineligible expenses.

Cost-Sharing

There are no cost-sharing requirements under this program, but applicants willing to match or provide additional funding sources are encouraged. Match or other investment dollars may take the form of direct contributions or in-kind staff time and supplies.

Application Guidelines

Please submit 4 copies of the following documents:

1. Cover Page (attached)

2. Project Narrative:

The narrative should be organized with the following headings:

- Introduction to the project
- Applicant background and qualifications
- Detailed description of the project.
- Projected energy savings on an annual basis.

The project narrative must not exceed three (3) pages, including table of contents, charts, graphs, maps, photographs, and other pictorial presentations. When printed, the project narrative must use standard 8.5" by 11" paper with 1-inch margins (top, bottom, left, and right).

EVALUATORS WILL ONLY REVIEW THREE PAGES of project narrative.

The font must not be smaller than 11 point. Do not include any internet addresses (URLs) that provide information necessary to review the application. Narrative should thoroughly address the review criteria in the Application Review Section below.

3. Budget Justification Form (attached):

The applicant must justify the costs proposed in each Object Class Category/Cost Classification category (e.g., identify key persons and personnel categories and the estimated costs for each person or category; provide a list of equipment and cost of each item.

The Budget Justification is not considered in the page count.

4. Personnel

List all personnel and provide resumes of staff who will work on the grant. Include activities and their experience as it relates to the proposed project. Establish a key staff member to coordinate grant activities and serve as a point of contact for this project.

Personnel documents are not considered in the page count.

5. Letters of Reference (optional, but considered if submitted).

Letters of Reference are not considered in the page count.

Application Due Date

Applications must be received by December 13, 2013 at 05:00 PM CDT. Applicants are encouraged to submit their application well before the deadline. APPLICATIONS RECEIVED AFTER THE DEADLINE WILL NOT BE REVIEWED OR CONSIDERED FOR AWARD.

Please direct any questions and submit applications by mail to:

Megan Levy, Director
State Energy Programs
Wisconsin State Energy Office
101 East Wilson St. 6th Floor
Madison, WI 53703
megan.levy@wisconsin.gov

Application Review Information

1. **Initial Review Criteria** - Prior to a comprehensive merit evaluation, SEO will perform an initial review to determine that (1) the applicant is eligible for an award; (2) the information required by the announcement has been submitted; (3) all mandatory requirements are satisfied; and (4) the proposed project is responsive to the objectives of this Request for Proposals.
2. **Merit Review** - SEO will select a review panel to evaluate applications using the following factors. SEO will then apply a rating, or score to the application based on the review.

Overall Evaluation Factors:

- *Technical Merit.* All applications must provide sufficient information to demonstrate the applicant's technical capability to successfully undertake the proposed work.
- *Planning and Capabilities.* Provides evidence of a clear and comprehensive plan with a likelihood of achieving success.
- *Effectiveness of the Proposal in Saving Energy (or producing clean) energy.*
- *Complete and detailed budget.* All proposals must also provide a complete and detailed budget.

Specific Evaluation Factors:

- *Ability to achieve the objectives.* Applicants must demonstrate their organizational and staff experience will assist them to achieve the objectives. Applicants may sub-contract activities to achieve the specific objectives.
- *Reporting.* Applicants must also agree to submit quarterly, and on-request, reports to the SEO on the activities and progress of the grant.

Review and Selection Process

Grant applications are due by December 13, 2013 at 05:00 PM CDT.

1. **Selection** - The SEO will consider the merit review recommendations of the review panel to make the final award decision.
2. **Discussions and Award SEO** may enter into discussions with a selected applicant for any reason deemed necessary, including, but not limited to: (1) the budget is not appropriate or reasonable for the requirement; (2) only a portion of the application is selected for award; (3) SEO needs additional information to determine that the recipient is capable of complying with the requirements or (4) special terms and conditions are required. Failure to satisfactorily resolve the issues identified by the SEO, or US DOE, will preclude any award to the applicant.
3. **Anticipated Notice of Selection and Award Dates** – SEO anticipates notifying applicants selected for award by the end of December, 2013 and making awards by January 2014.

Contract Terms and Funding

A contract between the grantee and the SEO will cover the scope of work, timetable and budget. Contracts cover a six-month period after the date SEO signs the contract. Grant payment will be distributed on a *reimbursement basis*, in accordance with State of Wisconsin purchasing rules.

Applicants must agree to abide by applicable state and federal rules and regulations.

Availability is subject to the appropriations process of the US Congress.

No costs for projects may be incurred after June 30, 2014 and all invoices must be submitted by that date in order to be paid. We have no flexibility on this rule because it is federally required.

A short (not to exceed 5 pages) report on each project must be submitted to the SEO by each awardee by no later than June 20, 2014.

Contact Information

Please direct any questions and submit applications **by mail** to:

Megan Levy, Director
 State Energy Programs
 Wisconsin State Energy Office
 101 East Wilson St. 6th Floor
 Madison, WI 53703
megan.levy@wisconsin.gov

Planning/Implementing Municipal Clean Energy Projects

Cover Page

		Application Submission Date:
Organization Name:		
Primary Contact Name (First, Last):		
Primary Contact Title:		
Mailing Address:		
City:	Zip:	County:
Phone:	Fax:	Email:
Employer ID Number (W-9) :		Amount Requested: \$
Signature:		Date:

Submit completed application by December 13, 2013 at 05:00 PM CDT to:

Megan Levy, Director
 State Energy Programs
 Wisconsin State Energy Office
 101 East Wilson St. 6th Floor
 Madison, WI 53703
megan.levy@wisconsin.gov

For Internal Use Only		
Date Received:	Reviewed by:	Score: ☐ A ☐ R
☐ Letter Sent Date:	Contract Start Date:	Contract End Date:

Planning/Implementing Municipal Clean Energy Projects

Budget Justification Form

1. PERSONNEL

Position Title	Pay Rate (\$/hr)	Time (est hours)	Total Compensation (\$)	Requested from SEO (\$)	Leverage (\$)	Work Description
Year One						

Additional Information:

2. FRINGE

Position	Total Compensation (\$)	Rate (%)	Total Fringe (\$)	Requested from SEO (\$)	Leverage (\$)	Rate Basis
Year One						

Additional Information:

3. TRAVEL

Description	In-state or Out-of-State	Total Cost (\$)	Requested from SEO (\$)	Leverage (\$)	Basis of Cost
Year One					

Additional Information:

4. SUPPLIES

Description	Total Cost (\$)	Requested from SEO (\$)	Leverage (\$)	Basis of Cost
Year One				

Additional Information:

5. EQUIPMENT

Description	Total Cost (\$)	Requested from SEO (\$)	Leverage (\$)	Basis of Cost
Year One				

Additional Information:

6. OTHER

Description	Total Cost (\$)	Requested from SEO (\$)	Leverage (\$)	Basis of Cost
Year One				

Additional Information:

7. INDIRECT COSTS

Description	Total Cost (\$)	Requested from SEO (\$)	Leverage (\$)	Basis of Cost
Year One				

Additional Information:

Planning/Implementing Municipal Clean Energy Projects

Budget Summary

SUMMARY

Category	Requested from SEO (\$)	Leverage (\$)	Total
Personnel			
Fringe			
Supplies			
Equipment			
Other			
Total Direct Costs			
Indirect			
Total Year One Budget			

Additional Information:

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #13-166, Revising Sewer Service Rates (December 2013).

UPDATE: The Board of Public Works at their duly convened meeting held on Monday, December 9, 2013 recommended a rate increase of 13.14% to the general customers in order to not only cover the costs of operations and the rate increase by Green Bay Metropolitan Sewer District, but also to address the concern brought by Schenck to start addressing the cash deficit in the sewer utility.

I have attached the Wastewater Rate Study prepared by Schenck for your consideration for the December 9, 2013 Public Works Committee meeting. Mike Konecny will attend the meeting and go through the details of the report for you. The report includes the recent Green Bay Metropolitan Sewerage District (GBMSD) rate increases which increases the total city treatment costs by approximately 15%.

The attached projected operating statements reflect the need for a City sewer rate increase targeting the 1st quarter billing mailed to general customers in the billing received in late March 2014. The statements reflect the rate increase for billings to the paper mill customers beginning with their January 2014 invoice since they are billed monthly. The analysis indicates that an estimated \$42,783 surplus for 2013 and a projected \$45,514 surplus at December 31, 2014. The 2014 estimated figures account for the GBMSD treatment rate increase of over 15% which we will pass on to our general and paper mill customers beginning January 1st, 2014. The largest part of the increase was roughly 30% for the treatment of BOD's which particularly effects our industrial customers.

The model with the increased 2014 City rate increase shows the need to increase our general customer rate for an **average** quarterly residential bill by \$9.73 from \$95.52 to \$105.25 for the 1st quarter of 2014 which is shown on page 5 of the report. This is a 10.19% increase from the prior 2013 rates. The report also shows on page 6 & 7 the increases for the three operating paper mills. The new rates directly pass on the GBMSD treatment and daily monitoring rates to the paper mills and also include a treatment administrative fee of \$12,000 per year as well as revising the collection fee for the Sonoco and Thilmany mills that do not have their own dedicated pipe that goes directly to the treatment plant as in the case of Fox River Fiber. Their rate increases vary due to this and their particular usage factors and ranges from 14.52% to 25.15% from the 2013 rates and are larger due to the larger BOD treatment increase.

The study assumes the revised sewer rates would be effective for the late November to late February billing cycle sent to general customers in late March and to the paper mills as of January 1st 2014. The study incorporates the rates included the GBMSD budget which was approved on November 27th, 2013. The GBMSD budget revised rates are attached for your review and includes a new fixed charge rate for 2014 which amounts to \$884,519 for the City of De Pere of which \$327,519 is allocated to general customer billings on a quarterly basis and \$557,000 to our industrial customers on a monthly basis. This new rate methodology was part of the rate study performed by Red Oak Consulting for GBMSD during 2013 to be effective on January 1st, 2014.

You will also find an additional page at the end of the attachment of a calculation of the additional increase needed on the water bills to generate additional cash to address our cash deficit situation that has been noted in the audit management letter over the last few years. The table shows the additional percent increase above the 10.19% indicated in the study that would be required to generate additional cash in \$50,000 increments. This is presented for your review and consideration if you want to propose raising the sewer rates to address the cash deficit situation.

Feel free to contact me should you have any questions on this and I will also be at the Board of Public Works meeting on December 9th.

ATTACHMENTS:

- Reso13-166 (DOCX)
- Wastewater Rate Proposal-2013for2014 (PDF)
- GBMSD 2014 Municipal Rate Sheet (PDF)
- City of DePere Summary Rates and Collection rates with additional surcharges (PDF)
- City of DePere Proposed Rates 2014 (PDF)

RESOLUTION #13-166

REVISING SEWER SERVICE RATES
(December 2013)

WHEREAS, pursuant to §70-8 De Pere Municipal Code, the Common Council is charged with establishing sewer service rates; and

WHEREAS, the City is in need of revising its sewer rates to ensure revenues to cover the operation and maintenance of the City's sewerage system in a fair and proportional manner; and

WHEREAS, the rates as set forth in Exhibit A accomplish such rate structure.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The rate structure attached as Exhibit A (or Exhibit B, if modified) is hereby approved and adopted by the Common Council for:

- (1) general sewer billings due on and after April 20, 2014; and
- (2) industrial sewer billings for service effective January 1, 2014.

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 December, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso13-166 (1688 : Resolution#13-166, Revising Sewer Rate)

**CITY OF DEPERE
WASTEWATER UTILITY
PROPOSED RATES
DECEMBER 2013**

Exhibit A

Attachment: Wastewater Rate Proposal-2013for2014 (1688 : Resolution#13-166, Revising Sewer Rate)

**City of DePere Wastewater Utility
Proposed Rates
Table of Contents**

Projected Operating Statements	1
Calculation of Revenue Requirement and Proposed Rates - Treatment	2
Projected Expenses and Calculation of Revenue Requirement - Collection System	3
Proposed Rates - Fixed and Volume Charges - Collection System	4
Proposed Rate Increase - General Customers Summary	5
Proposed Rate Increase - Paper Mill Summary	6
Proposed Rate Increase - Paper Mill Average Bills	7

**City of DePere Wastewater Utility
Projected Operating Statements**

				with increase
	Actual 2011	Actual 2012	Projected 2013	Estimated 2014
PROJECTED OPERATING STATEMENTS				
Revenues				
User charges - general customers	\$ 2,740,358	\$ 3,153,321	\$ 3,460,000	\$ 3,923,075
User charges- paper mills				
GBMSD treatment charges	3,202,173	3,671,017	4,477,000	3,043,590
Fixed administrative charges	-	-	36,000	36,000
Collection charges - variable	148,153	157,205	116,650	135,317
Contractor waste loads	620	-	-	-
Forfeited discounts	32,483	35,511	38,000	42,000
Total Revenues	6,123,787	7,017,054	8,127,650	7,179,982
Expenses and Other Uses				
Treatment charges				
General customers	1,916,127	1,822,460	2,032,520	1,828,800
Paper mills - pass through	3,202,173	3,671,017	4,477,000	2,486,590
Fixed Charge	-	-	-	
General customers	-	-	-	327,519
Paper mills - pass through	-	-	-	557,000
Operation and maintenance	744,470	739,106	783,339	768,259
Major maintenance projects	300,000	300,000	300,000	300,000
Sewer share of meter reading expenses	115,838	121,429	126,933	130,741
Capital replacement outlay	419,430	430,042	333,800	384,642
Future principal and interest payments	-	-	-	50,000
GBMSD annual debt service requirements	-	-	31,275	200,917
Total Expenses and Other Uses	6,698,038	7,084,054	8,084,867	7,034,468
Excess Revenues (Expenses)	\$ (574,251)	\$ (67,000)	\$ 42,783	\$ 145,514

**City of DePere Wastewater Utility
Calculation of Revenue Requirement and Proposed Rates - Treatment**

GENERAL CUSTOMERS

Costs to be recovered:
Treatment charges
Fixed portion allocated to variable
Totals

2014 Estimated	
Fixed	Variable
327,519	1,828,800
(214,000)	214,000
<u>\$ 113,519</u>	<u>\$ 2,042,800</u>

FIXED CHARGES - GENERAL CUSTOMERS

Meter Size	Number of Customers	User Charge Factor	Per Quarter	Per Year	Annual Revenue
3/4"	8,251	1.00	\$ 2.50	\$ 10.00	\$ 82,510
1"	130	2.50	6.25	25.00	3,250
1 1/2"	114	5.00	12.50	50.00	5,700
2"	83	8.00	20.00	80.00	6,640
3"	45	15.00	37.50	150.00	6,750
4"	20	45.00	112.50	450.00	9,000
	<u>8,643</u>				<u>\$ 113,850</u>

VARIABLE CHARGES - GENERAL CUSTOMERS**Metered Water Flow**

Actual 2012	Projected 2013	Estimated 2014
Water Gallons Sold	504,849,570	490,000,000
		495,000,000

Proposed Treatment Rate - General Customers

Proposed Rate per thousand	Metered Water Flow	Recovery of Costs
Variable Costs	\$ 4.13	495,000,000
		\$ 2,044,350

PAPER MILLS**Actual Expenses**

Actual 2011	Actual 2012	Projected 2013	Estimated 2014
Wastewater treatment charges			
Paper Mills- variable charge	\$ 3,202,173	\$ 3,671,017	\$ 4,477,000
Paper Mills- fixed charge			\$ 557,000

Treatment Rates - Paper Mills

Variable treatment charges will be a direct pass-through from GBMSD

The total annual fixed treatment charge of \$557,000 will be allocated to the paper mills based upon actual units each month

Treatment Fixed Administrative Fee

Allocation of 10% of 2013 budgeted administrative costs - total \$375,000
Charged equally to each paper mill- rate of \$1,000 per month

Allocation of Costs
\$ 36,000

City of DePere Wastewater Utility
Projected Expenses and Calculation of Revenue Requirement - Collection System

PROJECTED EXPENSES AND OTHER USES

	Actual 2011	Actual 2012	Projected 2013	Projected 2014	Allocation of Expenses	
					Fixed	Variable
Operation and maintenance	\$ 744,470	\$ 739,106	\$ 783,339	\$ 1,068,259	\$ 450,000	\$ 618,259
Sewer share of meter reading expenses	115,838	121,429	126,933	130,741	130,741	-
Capital replacement outlay	419,430	430,042	333,800	384,642	384,642	-
Future principal and interest payments	-	-	-	50,000	50,000	-
GBMSD annual debt service requirements	-	-	31,275	200,917	200,917	-
Less: Fixed charges allocated to treatment			(36,000)	(36,000)	(36,000)	-
Total Expenses and Other Uses	<u>\$ 1,279,738</u>	<u>\$ 1,290,577</u>	<u>\$ 1,239,347</u>	<u>\$ 1,798,559</u>	<u>\$ 1,180,300</u>	<u>\$ 618,259</u>

REVENUE REQUIREMENT- COLLECTION SYSTEM

Expenditures and Other Uses	
Recovered through fixed charges to general customers	\$ 1,180,300
Recovered through volume charges to all customers	<u>618,259</u>
Total Revenue Requirement - Collection System	<u>\$ 1,798,559</u>

City of DePere Wastewater Utility
Proposed Rates - Fixed and Volume Charges - Collection System

FIXED CHARGES - GENERAL CUSTOMERS

	2014 Estimated
Costs to be recovered:	
Operation and maintenance - fixed portion	\$ 450,000
Sewer share of meter reading expenses	130,741
Capital replacement outlay	384,642
GBMSD annual debt service requirements	200,917
Future principal and interest payments	50,000
Less: Fixed charges allocated to treatment	(36,000)
Total	\$ 1,180,300

Meter Size	Number of Customers	User Charge Factor	Per Quarter	Per Year	Annual Revenue
3/4"	8,251	1.00	\$ 25.95	\$ 103.80	\$ 856,454
1"	130	2.50	64.88	259.50	33,735
1 1/2"	114	5.00	129.75	519.00	59,166
2"	83	8.00	207.60	830.40	68,923
3"	45	15.00	389.25	1,557.00	70,065
4"	20	45.00	1,167.75	4,671.00	93,420
	<u>8,643</u>				<u>\$ 1,181,763</u>

FIXED CHARGE - PAPER MILLS

Charges are a direct pass through from GBMSD- estimated at \$3,000 per month

VOLUME CHARGE- ALL CUSTOMERS

	2013 Estimated
Costs to be Recovered	
Operation and maintenance - variable portion	\$ 618,259
Less: Allocated to customers where calculated charges exceed 15% of revenue requirement	(92,739)
Additional deficit recovery charge	100,000
Net to be Recovered through Volume Charges	<u>\$ 625,520</u>

Gallons sold and wastewater flows

	2013 Estimated
General customers- water gallons sold	495,000,000
Paper Mills with < 15% (wastewater)	36,000,000
Total	<u>531,000,000</u>

Proposed Rates

	Proposed Rate	Billable Flows	Recovery of Costs
Variable Costs	\$ 1.178	531,000,000	\$ 625,518

**City of DePere Wastewater Utility
Proposed Rate Increase - General Customers Summary**

WASTEWATER RATES

Current Rates		Proposed Rates - 2014	
Volume charge- treatment		Volume charge- treatment	
Treatment	\$3.88/ thousand gallons	Treatment	\$4.13/ thousand gallons
Volume charge- collection -quarterly		Volume charge- collection -quarterly	
Collection	\$0.888/ thousand gallons	Collection	\$1.178/ thousand gallons
Collection Fixed charge - quarterly		Collection Fixed charge- quarterly	
3/4"	\$ 24.00	3/4"	\$ 25.95
1"	60.00	1"	64.88
1 1/2"	120.00	1 1/2"	129.75
2"	192.00	2"	207.60
3"	360.00	3"	389.25
4"	1,080.00	4"	1,167.75

AVERAGE RESIDENTIAL BILL

	In thousand gallons	
	Per Year	Per Quarter
Average water use	60.00	15.00
	Current Rates	
	Per Year	Per Quarter
Wastewater	\$ 382.08	\$ 95.52
	Proposed Rates - 2014	
	Per Year	Per Quarter
	\$ 432.28	\$ 108.07
		Quarterly Increase
		\$ 12.55

**City of DePere Wastewater Utility
Proposed Rate Increase - Paper Mill Summary**

COLLECTION RATES

Current Rates		Proposed Rates - 2014	
Volume charge- collection- monthly		Volume charge- collection- monthly	
Collection	\$0.888/ thousand gallons	Collection	\$1.178/ thousand gallons
Up to a maximum of 15% of Collection System Expenses allocated to the Flow Rate - for 2013: \$85,045		Up to a maximum of 15% of Collection System Expenses allocated to the Flow Rate - for 2014: \$92,739	
GBMSD Daily Monitoring Fixed Charge- monthly		GBMSD Daily Monitoring Fixed Charge- monthly	
Direct pass-through from GBMSD	\$3,000 per month estimate	Direct pass-through from GBMSD	\$3,000 per month estimate

TREATMENT RATES

Administrative fee

City of DePere - Fixed Treatment Administrative Fee	City of DePere - Fixed Treatment Administrative Fee
\$1,000 per month	\$1,000 per month

Variable rates

GBMSD unit charges - pass through		GBMSD unit charges - pass through	
Flow	\$0.85682/ thousand gallons	Flow	\$0.76333/ thousand gallons
BOD	\$0.30911/ pound	BOD	\$0.33466/ pound
TSS	\$0.34795/ pound	TSS	\$0.29867/ pound
Phosphorus	\$0.62393/ pound	Phosphorus	\$0.62124/ pound
TKN	\$0.78995/ pound	TKN	\$0.68741/ pound

Fixed rates

GBMSD fixed charge - pass through	GBMSD fixed charge - pass through
Allocated to Paper Mills based upon actual units each month	Allocated to Paper Mills based upon actual units each month
\$ -	\$ 557,000.00

SONOCO US MILLS

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	36,126	3,011
BOD (in pounds)	1,355,448	112,954
TSS (in pounds)	452,978	37,748
Phosphorus (in pounds)	416	35
TKN (in pounds)	5,957	496

	Current Rates	
	Per Year	Per Month
Treatment variable charges	\$ 612,379.45	\$ 51,031.62
Treatment fixed charges	-	-
Treatment fixed administrative fee	12,000.00	1,000.00
Collection	32,080.00	2,673.33
GBMSD daily monitoring charge	36,000.00	3,000.00
Total	\$ 692,459.45	\$ 57,704.95

	Proposed Rates - 2014		Monthly Increase
	Per Year	Per Month	
	\$ 620,834.56	\$ 51,736.21	\$ 704.59
	162,000.00	13,500.00	13,500.00
	12,000.00	1,000.00	-
	42,556.43	3,546.37	873.04
	36,000.00	3,000.00	-
Total	\$ 873,390.99	\$ 72,782.58	\$ 15,077.63

EXPERA

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	423,740	35,312
BOD (in pounds)	2,091,353	174,279
TSS (in pounds)	194,942	16,245
Phosphorus (in pounds)	654	55
TKN (in pounds)	27,779	2,315

	Current Rates	
	Per Year	Per Month
Treatment	\$ 1,099,500.04	\$ 91,625.00
Treatment fixed charges	-	-
Treatment fixed administrative fee	12,000.00	1,000.00
Collection	85,045.00	7,087.08
GBMSD daily monitoring charge	30,000.00	2,500.00
Total	\$ 1,226,545.04	\$ 102,212.09

	Proposed Rates - 2014		Monthly Increase
	Per Year	Per Month	
	\$ 1,101,070.83	\$ 91,755.90	\$ 130.90
	238,000.00	19,833.33	19,833.33
	12,000.00	1,000.00	-
	92,739.00	7,728.25	641.17
	36,000.00	3,000.00	500.00
Total	\$ 1,479,809.83	\$ 123,317.49	\$ 21,105.40

FOX RIVER FIBER

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	330,645	27,554
BOD (in pounds)	679,354	56,613
TSS (in pounds)	606,664	50,555
Phosphorus (in pounds)	4,321	360
TKN (in pounds)	42,280	3,523

	Current Rates	
	Per Year	Per Month
Treatment	\$ 740,414.25	\$ 61,701.19
Treatment fixed charges	-	-
Treatment fixed administrative fee	12,000.00	1,000.00
Collection	-	-

	Proposed Rates - 2014		Monthly Increase (Decrease)
	Per Year	Per Month	
	\$ 692,684.27	\$ 57,723.69	\$ (3,977.50)
	157,000.00	13,083.33	13,083.33
	12,000.00	1,000.00	-
	-	-	-

NEW Water
Green Bay Metropolitan Sewerage District
2014 Budget - Adopted 11-27-2013
Municipal Rate Comparison

Parameter	2013 Rate	2013	ADOPTED	Fixed Charge
		2014 NEW COS Rate	2014 NEW COS Rate with Fixed Charge	
Volume (1,000 GALS)	85682	\$0.86547	\$0.76333	0.102
Biochemical Oxygen Demand (BOD) (LBS)	30901	\$0.41707	\$0.33466	0.082
Suspended Solids (SS) (LBS)	34795	\$0.40152	\$0.29867	0.103
Phosphorus (PHOS) (LBS)	62393	\$0.72908	\$0.62124	0.108
Total Kjeldahl Nitrogen (TKN) (LBS)	78995	\$0.79695	\$0.68741	0.110
Fixed Charge		\$0.00000	\$0.46763	
Total Combined Rate (1,000 GALS)		\$2.63618	\$2.63618	

The Annual interceptor for 2013 East River L.S. was billed, invoice no. 110345 \$31,275 and payment was received in March 2013. Please reference attached information.

Regards,
 Maridey Diaz | Accounting Manager
 Green Bay Metropolitan Sewerage District



T: (920) 438-1051 | E: mdiaz@newwater.us | F: (920) 438-3051
 2231 N. Quincy St., Green Bay, WI 54302 | www.newwater.us

From: Joe Zegers [<mailto:jegers@mail.de-pere.org>]
Sent: Wednesday, November 27, 2013 12:45 PM
To: Diaz, Maridey
Cc: Scott.Sternhagen@schencksc.com
Subject: FW: Fixed Charge in 2014 Budget & 2013 ICR Billing to De Pere

Good Afternoon Maridey:

Could you please reply by e-mail to Scott from Schenck and copy me your response this afternoon? Scott is working on our sewer rate study so we can meet with our industrial users next Tuesday. He needs the information requested to complete the study so it is imperative that we get your response today and sooner than later if possible. I originally emailed this information request on Monday when I noticed a new rate proposal with the fixed charge was posted on your website last Friday. Your quick response would be appreciated and Scott can also be contacted at 1-906-361-

**City of DePere
Summary of Proposed Wastewater Rates- 2014**

Collection Fixed Charges

General Customers	
Meter Size	Quarterly Rate
3/4 Inch	\$ 25.95
1 Inch	\$ 64.88
1.5 Inch	\$ 129.75
2 Inch	\$ 207.60
3 Inch	\$ 389.25
4 Inch	\$ 1,167.75

Paper Mills

Charges are a direct pass through from GBMSD - estimated at \$3,000 per month

Collection Volume Charge- All Customers

\$ 0.99 per 1,000 gallons

Note: Paper Mills volume charge is up to a maximum of 15% of Collection System Expenses allocated to the Flow Rate - for 2014: \$92,739

Treatment Fixed Charges

General Customers	
Meter Size	Quarterly Rate
3/4 Inch	\$ 2.50
1 Inch	\$ 6.25
1.5 Inch	\$ 12.50
2 Inch	\$ 20.00
3 Inch	\$ 37.50
4 Inch	\$ 112.50

Paper Mills

Monthly Administrative Fee \$ 1,000

Annual Fixed Charge \$ 557,000.00

The annual fixed charge will be allocated to the paper mills on a monthly basis based upon actual units each month

Treatment Variable Charges

General Customers

\$ 4.13 per 1,000 gallons

Paper Mills- direct pass through from GBMSD

Flow	\$.76333/ thousand gallons
BOD	\$0.33466/ pound
TSS	\$0.29867/ pound
Phosphorus	\$0.62124/ pound
TKN	\$0.68741/ pound

City of DePere
Analysis of Collection Volume Charge with Additional Surcharge Amounts

Collection Volume Charge- All Customers

Rate with the following additional surcharges		Volume Charge	% increase in total charges to general customers
\$	-	\$ 0.990 per 1,000 gallons	10.19%
\$	50,000.00	\$ 1.084 per 1,000 gallons	11.66%
\$	100,000.00	\$ 1.178 per 1,000 gallons	13.14%
\$	150,000.00	\$ 1.272 per 1,000 gallons	14.61%
\$	200,000.00	\$ 1.366 per 1,000 gallons	16.09%
\$	250,000.00	\$ 1.460 per 1,000 gallons	17.57%

PRELIMINARY DRAFT

**CITY OF DEPERE
WASTEWATER UTILITY
PROPOSED RATES
DECEMBER 2013**

Attachment: City of DePere Proposed Rates 2014 (1688 : Resolution#13-166, Revising Sewer Rate)

PRELIMINARY DRAFT

**City of DePere Wastewater Utility
Proposed Rates
Table of Contents**

Projected Operating Statements	1
Calculation of Revenue Requirement and Proposed Rates - Treatment	2
Projected Expenses and Calculation of Revenue Requirement - Collection System	3
Proposed Rates - Fixed and Volume Charges - Collection System	4
Proposed Rate Increase - General Customers Summary	5
Proposed Rate Increase - Paper Mill Summary	6
Proposed Rate Increase - Paper Mill Average Bills	7

City of DePere Wastewater Utility
Projected Operating Statements

PRELIMINARY DRAFT

PROJECTED OPERATING STATEMENTS

Revenues

	Actual 2011	Actual 2012	Projected 2013	with increase Estimated 2014
User charges - general customers	\$ 2,740,358	\$ 3,153,321	\$ 3,460,000	\$ 3,830,013
User charges- paper mills				
GBMSD treatment charges	3,202,173	3,671,017	4,477,000	3,043,590
Fixed administrative charges	-	-	36,000	36,000
Collection charges - variable	148,153	157,205	116,650	128,379
Contractor waste loads	620	-	-	-
Forfeited discounts	32,483	35,511	38,000	42,000
Total Revenues	6,123,787	7,017,054	8,127,650	7,079,982

Expenses and Other Uses

Treatment charges				
General customers	1,916,127	1,822,460	2,032,520	1,828,800
Paper mills - pass through	3,202,173	3,671,017	4,477,000	2,486,590
Fixed Charge	-	-	-	
General customers	-	-	-	327,519
Paper mills - pass through	-	-	-	557,000
Operation and maintenance	744,470	739,106	783,339	768,259
Major maintenance projects	300,000	300,000	300,000	300,000
Sewer share of meter reading expenses	115,838	121,429	126,933	130,741
Capital replacement outlay	419,430	430,042	333,800	384,642
Future principal and interest payments	-	-	-	50,000
GBMSD annual debt service requirements	-	-	31,275	200,917
Total Expenses and Other Uses	6,698,038	7,084,054	8,084,867	7,034,468

Excess Revenues (Expenses)

\$ (574,251)	\$ (67,000)	\$ 42,783	\$ 45,514
--------------	-------------	-----------	-----------

**City of DePere Wastewater Utility
Calculation of Revenue Requirement and Proposed Rates - Treatment**

PRELIMINARY DRAFT

GENERAL CUSTOMERS

Costs to be recovered:

Treatment charges
Fixed portion allocated to variable
Totals

2014 Estimated	
Fixed	Variable
327,519	1,828,800
(214,000)	214,000
\$ 113,519	\$ 2,042,800

FIXED CHARGES - GENERAL CUSTOMERS

Meter Size	Number of Customers	User Charge Factor	Per Quarter	Per Year	Annual Revenue
3/4"	8,251	1.00	\$ 2.50	\$ 10.00	\$ 82,510
1"	130	2.50	6.25	25.00	3,250
1 1/2"	114	5.00	12.50	50.00	5,700
2"	83	8.00	20.00	80.00	6,640
3"	45	15.00	37.50	150.00	6,750
4"	20	45.00	112.50	450.00	9,000
	8,643				\$ 113,850

VARIABLE CHARGES - GENERAL CUSTOMERS

Metered Water Flow

Actual 2012	Projected 2013	Estimated 2014
504,849,570	490,000,000	495,000,000

Proposed Treatment Rate - General Customers

Proposed Rate per thousand	Metered Water Flow	Recovery of Costs
\$ 4.13	495,000,000	\$ 2,044,350

PAPER MILLS

Actual Expenses

Wastewater treatment charges
Paper Mills- variable charge
Paper Mills- fixed charge

Actual 2011	Actual 2012	Projected 2013	Estimated 2014
\$ 3,202,173	\$ 3,671,017	\$ 4,477,000	\$ 2,486,590
			\$ 557,000

Treatment Rates - Paper Mills

Variable treatment charges will be a direct pass-through from GBMSD

The total annual fixed treatment charge of \$557,000 will be allocated to the paper mills based upon actual units each month

Treatment Fixed Administrative Fee

Allocation of 10% of 2013 budgeted administrative costs - total \$375,000
Charged equally to each paper mill- rate of \$1,000 per month

Allocation of Costs
\$ 36,000

City of DePere Wastewater Utility
Projected Expenses and Calculation of Revenue Requirement - Collection System

PRELIMINARY DRAFT

PROJECTED EXPENSES AND OTHER USES

	Actual 2011	Actual 2012	Projected 2013	Projected 2014	Allocation of Expenses	
					Fixed	Variable
Operation and maintenance	\$ 744,470	\$ 739,106	\$ 783,339	\$ 1,068,259	\$ 450,000	\$ 618,259
Sewer share of meter reading expenses	115,838	121,429	126,933	130,741	130,741	-
Capital replacement outlay	419,430	430,042	333,800	384,642	384,642	-
Future principal and interest payments	-	-	-	50,000	50,000	-
GBMSD annual debt service requirements	-	-	31,275	200,917	200,917	-
Less: Fixed charges allocated to treatment			(36,000)	(36,000)	(36,000)	-
Total Expenses and Other Uses	<u>\$ 1,279,738</u>	<u>\$ 1,290,577</u>	<u>\$ 1,239,347</u>	<u>\$ 1,798,559</u>	<u>\$ 1,180,300</u>	<u>\$ 618,259</u>

REVENUE REQUIREMENT- COLLECTION SYSTEM

Expenditures and Other Uses

Recovered through fixed charges to general customers

\$ 1,180,300

Recovered through volume charges to all customers

618,259

Total Revenue Requirement - Collection System

\$ 1,798,559

Attachment: City of DePere Proposed Rates 2014 (1688 : Resolution#13-166, Revising Sewer Rate)

**City of DePere Wastewater Utility
Proposed Rates - Fixed and Volume Charges - Collection System**

PRELIMINARY DRAFT

FIXED CHARGES - GENERAL CUSTOMERS

Costs to be recovered:

Operation and maintenance - fixed portion	\$ 450,000
Sewer share of meter reading expenses	130,741
Capital replacement outlay	384,642
GBMSD annual debt service requirements	200,917
Future principal and interest payments	50,000
Less: Fixed charges allocated to treatment	(36,000)

Total \$ 1,180,300

Meter Size	Number of Customers	User Charge Factor	Per Quarter	Per Year	Annual Revenue
3/4"	8,251	1.00	\$ 25.95	\$ 103.80	\$ 856,454
1"	130	2.50	64.88	259.50	33,735
1 1/2"	114	5.00	129.75	519.00	59,166
2"	83	8.00	207.60	830.40	68,923
3"	45	15.00	389.25	1,557.00	70,065
4"	20	45.00	1,167.75	4,671.00	93,420
	<u>8,643</u>				<u>\$ 1,181,763</u>

FIXED CHARGE - PAPER MILLS

Charges are a direct pass through from GBMSD- estimated at \$3,000 per month

VOLUME CHARGE- ALL CUSTOMERS

Costs to be Recovered

Operation and maintenance - variable portion	\$ 618,259
Less: Allocated to customers where calculated charges exceed 15% of revenue requirement	(92,739)
Net to be Recovered through Volume Charges	<u>\$ 525,520</u>

Gallons sold and wastewater flows

General customers- water gallons sold	495,000,000
Paper Mills with < 15% (wastewater)	36,000,000
Total	<u>531,000,000</u>

Proposed Rates

	Proposed Rate	Billable Flows	Recovery of Costs
Variable Costs	\$ 0.990	531,000,000	\$ 525,690

Attachment: City of DePere Proposed Rates 2014 (1688 : Resolution#13-166, Revising Sewer Rate)

**City of DePere Wastewater Utility
Proposed Rate Increase - General Customers Summary**

PRELIMINARY DRAFT

WASTEWATER RATES

Current Rates		
Volume charge- treatment		
Treatment	\$3.88/ thousand gallons	

Proposed Rates - 2014		
Volume charge- treatment		
Treatment	\$4.13/ thousand gallons	
Treatment Fixed charge- quarterly		
3/4"	\$	2.50
1"		6.25
1 1/2"		12.50
2"		20.00
3"		37.50
4"		112.50
Volume charge- collection -quarterly		
Collection	\$0.99/ thousand gallons	
Collection Fixed charge- quarterly		
3/4"	\$	25.95
1"		64.88
1 1/2"		129.75
2"		207.60
3"		389.25
4"		1,167.75

AVERAGE RESIDENTIAL BILL

	In thousand gallons	
	Per Year	Per Quarter
Average water use	60.00	15.00

	Current Rates	
	Per Year	Per Quarter
Wastewater	\$ 382.08	\$ 95.52

	Proposed Rates - 2014		Quarterly Increase
	Per Year	Per Quarter	
Wastewater	\$ 421.00	\$ 105.25	\$ 9.73

**City of DePere Wastewater Utility
Proposed Rate Increase - Paper Mill Summary**

PRELIMINARY DRAFT

	Current Rates	Proposed Rates - 2014
COLLECTION RATES	Volume charge- collection- monthly Collection \$0.888/ thousand gallons Up to a maximum of 15% of Collection System Expenses allocated to the Flow Rate - for 2013: \$85,045 GBMSD Daily Monitoring Fixed Charge- monthly Direct pass-through from GBMSD \$3,000 per month estimate	Volume charge- collection- monthly Collection \$0.99/ thousand gallons Up to a maximum of 15% of Collection System Expenses allocated to the Flow Rate - for 2014: \$92,739 GBMSD Daily Monitoring Fixed Charge- monthly Direct pass-through from GBMSD \$3,000 per month estimate
TREATMENT RATES		
Administrative fee	City of DePere - Fixed Treatment Administrative Fee \$1,000 per month	City of DePere - Fixed Treatment Administrative Fee \$1,000 per month
Variable rates	GBMSD unit charges - pass through Flow \$.85682/ thousand gallons BOD \$0.30911/ pound TSS \$0.34795/ pound Phosphorus \$0.62393/ pound TKN \$0.78995/ pound	GBMSD unit charges - pass through Flow \$.76333/ thousand gallons BOD \$0.33466/ pound TSS \$0.29867/ pound Phosphorus \$0.62124/ pound TKN \$0.68741/ pound
Fixed rates	GBMSD fixed charge - pass through Allocated to Paper Mills based upon actual units each month \$ -	GBMSD fixed charge - pass through Allocated to Paper Mills based upon actual units each month \$ 557,000.00

PRELIMINARY DRAFT

SONOCO US MILLS

Average units

	Per Year	Per Month
Flow (in thousand gallons)	36,126	3,011
BOD (in pounds)	1,355,448	112,954
TSS (in pounds)	452,978	37,748
Phosphorus (in pounds)	416	35
TKN (in pounds)	5,957	496

	Current Rates	
	Per Year	Per Month
Treatment variable charges	\$ 612,379.45	\$ 51,031.62
Treatment fixed charges	-	-
Treatment fixed administrative fee	12,000.00	1,000.00
Collection	32,080.00	2,673.33
GBMSD daily monitoring charge	36,000.00	3,000.00
Total	\$ 692,459.45	\$ 57,704.95

	Proposed Rates - 2014		Monthly Increase
	Per Year	Per Month	
Treatment variable charges	\$ 620,834.56	\$ 51,736.21	\$ 704.59
Treatment fixed charges	162,000.00	13,500.00	13,500.00
Treatment fixed administrative fee	12,000.00	1,000.00	-
Collection	35,764.74	2,980.40	307.06
GBMSD daily monitoring charge	36,000.00	3,000.00	-
Total	\$ 866,599.30	\$ 72,216.61	\$ 14,511.65

EXPERA

Average units

	Per Year	Per Month
Flow (in thousand gallons)	423,740	35,312
BOD (in pounds)	2,091,353	174,279
TSS (in pounds)	194,942	16,245
Phosphorus (in pounds)	654	55
TKN (in pounds)	27,779	2,315

	Current Rates	
	Per Year	Per Month
Treatment	\$ 1,099,500.04	\$ 91,625.00
Treatment fixed charges	-	-
Treatment fixed administrative fee	12,000.00	1,000.00
Collection	85,045.00	7,087.08
GBMSD daily monitoring charge	30,000.00	2,500.00
Total	\$ 1,226,545.04	\$ 102,212.09

	Proposed Rates - 2014		Monthly Increase
	Per Year	Per Month	
Treatment	\$ 1,101,070.83	\$ 91,755.90	\$ 130.90
Treatment fixed charges	238,000.00	19,833.33	19,833.33
Treatment fixed administrative fee	12,000.00	1,000.00	-
Collection	92,739.00	7,728.25	641.17
GBMSD daily monitoring charge	36,000.00	3,000.00	500.00
Total	\$ 1,479,809.83	\$ 123,317.49	\$ 21,105.40

FOX RIVER FIBER

Average units

	Per Year	Per Month
Flow (in thousand gallons)	330,645	27,554
BOD (in pounds)	679,354	56,613
TSS (in pounds)	606,664	50,555
Phosphorus (in pounds)	4,321	360
TKN (in pounds)	42,280	3,523

	Current Rates	
	Per Year	Per Month
Treatment	\$ 740,414.25	\$ 61,701.19
Treatment fixed charges	-	-
Treatment fixed administrative fee	12,000.00	1,000.00
Collection	-	-
GBMSD daily monitoring charge	-	-
Total	\$ 752,414.25	\$ 62,701.19

	Proposed Rates - 2014		Monthly Increase (Decrease)
	Per Year	Per Month	
Treatment	\$ 692,684.27	\$ 57,723.69	\$ (3,977.50)
Treatment fixed charges	157,000.00	13,083.33	13,083.33
Treatment fixed administrative fee	12,000.00	1,000.00	-
Collection	-	-	-
GBMSD daily monitoring charge	-	-	-
Total	\$ 861,684.27	\$ 71,807.02	\$ 9,105.83

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #13-167, Authorizing Increase in Municipal Court Fees.

ATTACHMENTS:

- Reso13-167 (DOCX)

RESOLUTION #13-167

AUTHORIZING INCREASE IN MUNICIPAL COURT FEES

WHEREAS, the current municipal court fees assessed by the City of De Pere –
Ledgeview Joint Municipal Court is \$28.00 per citation; and

WHEREAS, 2013 Wisconsin Act 53 authorizes, effective November 8, 2013, municipal
court fees to increase up to \$38.00 per citation; and

WHEREAS, an increase in the court fees for the Joint Municipal Court to \$38.00 per
citation has been requested; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Effective January 1, 2014, the Municipal Judge for the City of De Pere –
Ledgeview Joint Municipal Court shall collect a fee of not less than \$38.00 on
each separate matter coming before the Municipal Court, in accordance with Wis.
Stats. §814.65(1).

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
December, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso13-167 (1697 : Resolution #13-167, Municipal Court Fee Increase)

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: December 17, 2013
DEPARTMENT: Finance/Personnel Committee
FROM: Joe Zegers
SUBJECT: Resolution #13-168, Regarding Certain Fees.

ATTACHMENTS:

- Reso13-168 (DOCX)

RESOLUTION #13-168

REGARDING CERTAIN FEES

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT the Common Council imposes the following changes to fees for such services indicated:

**Pursuant to Chapter 14 De Pere Municipal Code
(Zoning)**

<u>Service</u>	<u>Current Fee</u>	<u>New Fee</u>
Rezoning Application	\$250.00	\$260.00
Variance Request	\$100.00	\$120.00
Conditional Use Application	\$250.00	\$260.00
Site Plan Review	\$250.00	\$260.00
Right-of-way Vacation	\$250.00	\$260.00

**Pursuant to Chapter 16 De Pere Municipal Code
(Floodplain Zoning)**

<u>Service</u>	<u>Current Fee</u>	<u>New Fee</u>
Land Use Permit	\$0.00 (new fee for 2014)	\$100.00

**Pursuant to Chapter 42 De Pere Municipal Code
(Construction Site Erosion Control)**

<u>Service</u>	<u>Current Fee</u>	<u>New Fee</u>
Soil Erosion Control Fee >20,000 sq ft	\$150.00	\$200.00

**Pursuant to Chapter 46 De Pere Municipal Code
(Platting and Division of Land)**

<u>Service</u>	<u>Current Fee</u>	<u>New Fee</u>
Street Name Change	\$150.00	\$160.00
Plat Review Preliminary	\$250.00 + \$40/lot	\$250.00 + \$50/lot
Final Plat	\$160.00	\$165.00

**Pursuant to Chapter 54 De Pere Municipal Code
(Building Code)**

<u>Service</u>	<u>Current Fee</u>	<u>New Fee</u>
Residential Building Permit - New Construction/Additions and Tenant Buildout	\$0.08/sq ft	\$0.09/sq ft
Warehouses	\$0.08/sq ft	\$0.10/sq ft
Commercial, Industrial And Institutional Building Permit	\$0.16/sq ft	\$0.18/sq ft
1-2 Family Dwelling Plan Review	\$80.00	\$100.00
Soil Erosion Control Fee <20,000 sq ft	\$60.00	\$80.00
Residing/soffits \$50 minimum fee remains the same	\$5/\$1,000	\$6/\$1,000
Swimming Pools, Hot Tub & Spas \$50 minimum fee remains the same	\$5/\$1,000	\$6/\$1,000
Razing Permit <600 sq ft	\$30.00	no change
Razing Permit >600 sq ft	\$125.00	no change

**Pursuant to Chapter 54-9 De Pere Municipal Code
(HVAC)**

<u>Service</u>	<u>Current Fee</u>	<u>New Fee</u>
Residential	\$.05/sq ft	\$.06/sq ft
Commercial, Industrial, Institutional	\$.08/sq ft	\$.10/sq ft

**Pursuant to Chapter 62-4 De Pere Municipal Code
(Electrical)**

<u>Service</u>	<u>Current Fee</u>	<u>New Fee</u>
Residential	\$.04/sq ft	\$.05/sq ft
Warehouses	\$.06/sq ft	\$.08/sq ft
Commercial/Institutional/Industrial	\$.08/sq ft	\$.10/sq ft
Gas Station Motors	\$25.00	\$30.00
Canopy Lights	\$25.00	\$30.00
Dispensers	\$25.00	\$30.00
Illuminated Signs	\$25.00	\$30.00
Temporary Electrical Service	\$25.00	\$30.00
Reinspection Fee	\$25.00	\$30.00

**Pursuant to Chapter 66-6 De Pere Municipal Code
(Plumbing)**

<u>Service</u>	<u>Current Fee</u>	<u>New Fee</u>
Plumbing fixtures, roughed or installed minimum	\$7.00 per fixture	\$8.00 per fixture
Buildings with 16 or more fixtures requiring state approval	\$175.00 +\$7.00/fixture	\$175.00 +\$8.00/fixture
Fire suppression sprinkler system	\$175.00 +\$50.00 per riser	\$250.00 +\$50.00 per riser
Fire suppressant sprinkler systems	\$175.00 +\$50.00 per riser	\$250.00 +\$50.00 per riser

**Pursuant to 66-9 De Pere Municipal Code
(Sewer)**

<u>Service</u>	<u>Current Fee</u>	<u>New Fee</u>
Lateral Connection Permit	\$75.00	\$100.00

BE IT FURTHER RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

All other fees established hereunder shall be effective January 1, 2014.

BE IF FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of December, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes ____

Nays ____

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: Finance/Personnel Committee

FROM: Joe Zegers

SUBJECT: Resolution #13-169, Regarding De Pere Parks, Recreation & Forestry Recreation Programs, Swimming Pools and Community Center Fees 2014.

ATTACHMENTS:

- Reso13-169 (DOCX)
- Recreation Program Fees for Council 2014 (PDF)
- Shelter and Tree Fees 2014 (PDF)
- Recreation Program Fees-2013-2014 (PDF)

RESOLUTION #13-169

REGARDING DE PERE PARKS, RECREATION AND FORESTRY
RECREATION PROGRAMS, SWIMMING POOL AND
COMMUNITY CENTER FEES 2014

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council imposes the following revised fees for such services as are to be provided by the De Pere Parks, Recreation and Forestry Department in 2012, attached and incorporated as Exhibit A.

BE IT FURTHER RESOLVED THAT:

Such fees established hereunder shall be effective January 1, 2014.

BE IF FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of December, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes ____

Nays ____

Attachment: Reso13-169 (1721 : Resolution #13-169, Regarding De Pere Parks, Recreation & Forestry fees)

**De Pere Park, Recreation and Forestry
Recreation Programs and Swimming Pools**

Increase Fee for 2014

Adult Leagues

	Current Resident Fee	Resident 2014	Current Non Resident Fee	Non- Resident 2014	Current Team Fee	Team Fee
Kickball	\$16.00	\$17.00	\$35.00	\$36.00	\$105.00	\$110.00
Flag Football	\$16.00	\$17.00	\$35.00	\$36.00	\$105.00	\$110.00
Softball-Summer	\$31.00	\$32.00	\$51.00	\$53.00	\$190.00	\$195.00
Softball-Fall	\$16.00	\$17.00	\$35.00	\$36.00	\$105.00	\$110.00
Basketball	\$31.00	\$32.00	\$51.00	\$53.00	\$190.00	\$195.00

Fitness Classes

(prices based on a 7 week class & are adjusted accordingly for classes that are not 7 weeks)

	Current Resident Fee	Resident 2014	Current Non Resident Fee	Non- Resident	R-Sr. Citizen	R-Senior Citizen (25% discount off Resident Fee)
Fit N' Trim Exercise	\$25.00	\$27.00	\$40.00	\$42.00	\$19.00	\$21

Syble Hopp Aquatics

(prices based on a 7 week class & are adjusted accordingly for classes that are not 7 weeks)

	Current Resident Fee	Resident 2014	Current Non Resident Fee	Non- Resident 2014	R-Sr. Citizen	R-Senior Citizen (25% discount off Resident Fee)
Baby and Me	\$16.00	\$17.00	\$31.00	\$32.00	N/A	N/A
Water Aerobics Syble Hopp	\$29.00	\$31.00	\$44.00	\$46.00	\$22.00	\$24

Summer Pools						
	Current Resident Fee	Resident 2014	Current Non Resident Fee	Non-Resident 2014	R-Sr. Citizen	R-Senior Citizen (25% discount off Resident Fee)
General Admission Tickets						
Baby Pool	\$1.00	\$1.25	\$2.00	\$2.50	N/A	N/A
Single	\$3.00	\$3.50	\$5.00	\$6.00	N/A	N/A
Family	\$10.00	\$11.00	\$16.00	\$17.00	N/A	N/A
Family Swim						
Baby Pool	\$0.50	\$0.75	\$1.00	\$1.25	N/A	N/A
Single	\$1.50	\$1.75	\$2.50	\$3.00	N/A	N/A
Family	\$5.00	\$5.50	\$8.00	\$8.50	N/A	N/A
Pre-Season Swim Passes						
Baby	\$15.00	\$16.00	\$30.00	\$32.00	N/A	N/A
Single	\$40.00	\$43.00	\$55.00	\$59.00	N/A	N/A
Senior	\$30.00	\$32.00	N/A	N/A	N/A	N/A
Family	\$60.00	\$65.00	\$75.00	\$80.00	N/A	N/A
In-Season Swim Passes						
Baby	\$30.00	\$32.00	\$30.00	\$32.00	N/A	N/A
Single	\$55.00	\$58.00	\$55.00	\$58.00	N/A	N/A
Senior	\$30.00	\$32.00	\$30.00	\$32.00	N/A	N/A
Family	\$75.00	\$80.00	\$75.00	\$80.00	N/A	N/A
Water Fitness Classes						
Shallow Water Aerobics (3 week sessions)	\$28.00	\$30.00	\$43.00	\$45.00	\$21.00	\$23
Rise And Shine Water Aerobics	\$42.00	\$45.00	\$57.00	\$60.00	\$32.00	\$34
Aqua Zumba	\$21.00	\$23.00	\$36.00	\$36.00	\$32.00	\$17
Swim Lessons						
Swim Lessons (3 week)	\$28.00	\$30.00	\$43.00	\$45.00	N/A	N/A
9-Week Swim Lessons	\$21.00	\$23.00	\$36.00	\$38.00	N/A	N/A
Private Lessons						
4- 30 minute lessons		\$65.00		\$65.00		\$49
8- 30 minute lessons		\$120.00		\$120.00		\$90
Lap Swim						
Pre-Season Pass/Lap Swim		\$30.00		\$45.00		\$23
In-Season		\$45.00		\$45.00		\$34
One time		\$3.00		\$5.00		N/A
Pool Rentals--see separate pool schedule for rentals						

Youth/Adult/Family Programs

	Current Resident Fee	Resident 2014	Current Non Resident Fee	Non- Resident 2014	R-Sr. Citizen	R-Senior Citizen (25% discount off Resident Fee)
Coed Rec Night						
Day Pass	\$3.00	\$3.00	\$5.00	\$5.00	N/A	N/A
Season Pass	\$21.00	\$22.00	\$37.00	\$38.00	N/A	N/A
Youth Dance						
45 Minute Classes	\$116.00	\$124.00	\$131.00	\$139.00	N/A	N/A
30 Minute Classes	\$96.00	\$103.00	\$111.00	\$118.00	N/A	N/A
Martial Arts (priced for 7 week class-adjusted accordingly for classes that aren't 7 weeks)						
Tae Kwon Do	\$20.00	\$21.00	\$35.00	\$36.00	\$15.00	\$16
Little Ninjas	\$15.00	\$16.00	\$30.00	\$31.00	N/A	N/A
Tai Chi	\$17.00	\$18.00	\$32.00	\$33.00	\$14.00	\$14
Tennis						
Lessons - Youth	\$22.00	\$24.00	\$37.00	\$39.00	N/A	N/A
Tennis 101	\$27.00	\$29.00	\$42.00	\$44.00	\$21.00	\$22
Adult Tennis League	\$15.00	\$16.00	\$30.00	\$31.00	\$12.00	\$12
High School Tennis League	\$30.00	\$32.00	\$45.00	\$47.00	N/A	N/A
Youth Tennis Tournament	\$8/singles	\$9/singles	\$12/doubles	\$14/doubles	N/A	N/A
10 and Under	\$16.00	\$17.00	\$31.00	\$32.00	N/A	N/A
Youth Sports						
Youth Flag Football	\$32.00	\$34.00	\$47.00	\$49.00	N/A	N/A

**De Pere Forestry
Fee 2014**

Tree Planting					
		Current Fee	2014 Fee		
Spring/Fall Tree Planting (Plus Tax)		\$99.00	\$102.00		

Tree Planting					
		Current Fee	2014 Fee	Current Non Resident Fee	2014 Non Resident Fee
Shelter Rentals		\$100.00	\$105.00	\$120.00	\$125.00

De Pere Community Center Fees 2013-2014

Room Reservations						
	Current Resident Fee	Resident for 2014	Current Non-Resident	Non-Resident for 2014	Current Resident/Non Resident Fee	Resident/Non Resident Fee 2014
Large Activity Rooms with Kitchens/Four Hour Rental	\$130.00	\$135.00	\$160.00	\$165.00		
Large Activity Rooms with Kitchens Full Day Rental	\$210.00	\$215.00	\$260.00	\$265.00		
Meeting Rooms/Four Hour Rental	\$55.00	\$60.00	\$80.00	\$85.00		
Meeting Rooms/Full Day Rental	\$80.00	\$90.00	\$110.00	\$115.00		
Meeting Rooms/Additional Hours					\$15.00/hr	N/A
Large Activity Rooms/Additional Hours					\$30.00/hr	N/A
Set up/Clean up Fee Per Hour					\$50.00	N/A
Call In Fee Per Time					\$30.00	N/A
Reservation Cancellation Fee Per Time					\$20.00	N/A
Security Deposit					Match	Rental Fee
Security Deposit for Non-Profit or Youth Organizations Flat Rate					\$125.00	N/A

Storage Bins/Cabinets/Audio-Visual Equipment						
	Current Resident Fee	Resident for 2014	Current Non-Resident	Non-Resident for 2014	Current Resident/Non Resident Fee	Resident/Non Resident Fee 2014
Storage Bins 6 month minimum					\$60.00	\$62.00
Storage Bins Per Year					\$120.00	\$124.00
Bins Per Month					\$6.00	\$7.00
TV, VCR, DVD Player (Per Unit)					\$10.00	N/A
35mm Slide Projector (Per Unit)					\$10.00	N/A
Overhead Projector (Per Unit)					\$10.00	N/A
Cordless Microphone (Per Unit)					\$10.00	N/A
Conference Phone (Per Unit)					\$10.00	N/A
LCD Projector/digital Presenter (Per Unit)					\$25.00	N/A

Contracted Rental Agreements

	Current Fee	Fee 2014				
Brown County Per Month	\$208.00	\$215.00				
NWTC/Class/Rental for Rooms	\$12.00	\$15.00				
NWTC/Class/Rental for Kitchens	\$15.00	\$20.00				

Community Center Recreation Programs - YOUTH PROGRAMS

	Current Resident Fee	Resident for 2014	Current Non- Resident	Non-Resident for 2014	Current Resident/Non Resident Fee	Resident/Non Resident Fee 2014
Program Cancellation Fee					\$7.50	N/A
Lego Engineering	\$57.00	\$60.00	\$72.00	\$75.00		
Frozen Tundra Lego Workshop	\$18.00	\$20.00	\$33.00	\$35.00		
Young Actors Workshop	\$10.00	\$12.00	\$20.00	\$24.00		
Hoopin' It Around Workshop	\$8.00	\$9.00	\$16.00	\$18.00		
Movie and A	\$10.00	\$11.00	\$20.00	\$22.00		
Holiday Workshop	\$10.00	\$12.00	\$20.00	\$24.00		
Holiday Treats Galore	\$10.00	\$11.00	\$20.00	\$22.00		
Special Tea Parties	\$12.00	\$14.00	\$24.00	\$28.00		
Learning Tree Adventures	\$105.00	\$115.00	\$120.00	\$130.00		
Preschool Snippets for Little Explorers	\$12.00	\$13.00	\$24.00	\$26.00		
Kamp Kinder Adventure	\$42.00	\$45.00	\$57.00	\$60.00		
Creative Adventure Club	\$32.00	\$35.00	\$47.00	\$50.00		
Sports Galore (7 Weeks)	\$21.00	\$24.00	\$36.00	\$39.00		
Awesome Games	\$21.00	\$24.00	\$36.00	\$39.00		
Art Expressions	\$32.00	\$35.00	\$47.00	\$50.00		
Shake, Rattle & Roll	\$24.00	\$26.00	\$39.00	\$41.00		
Terrific Tots - Adventure in Exercise	\$32.00	\$35.00	\$47.00	\$50.00		
Tumblebees (8 weeks)	\$22.00	\$25.00	\$37.00	\$40.00		
Tumblebees (10 weeks)	\$32.00	\$35.00	\$47.00	\$50.00		
Tiny Tumblers (8 weeks)	\$22.00	\$25.00	\$37.00	\$40.00		
Tiny Tumblers (12 weeks)	\$37.00	\$40.00	\$52.00	\$55.00		
Tumbling (12 weeks)	\$37.00	\$40.00	\$52.00	\$55.00		
Dance with Ribbons Camp	\$10.00	\$12.00	\$20.00	\$24.00		
Baton Twirling Clinic	\$11.00	\$13.00	\$22.00	\$26.00		
Twirl Team	\$115.00	\$118.00	\$130.00	\$133.00	*Costume fee included	

Pom Clinic	\$25.00	\$27.00	\$40.00	\$42.00		
Pom & Dance	\$90.00	\$95.00	\$105.00	\$110.00	*Costume fee included	
ABC - Dance with Me	\$30.00	\$34.00	\$45.00	\$49.00		
Summer Dance Pre-Ballet (3-4 yrs)	\$22.00	\$23.00	\$37.00	\$38.00		
Summer Dance Tap/Ballet/Hip Hop/Jazz	\$27.00	\$28.00	\$42.00	\$43.00		

Adult/Senior Programs						
	Current Resident Fee	Resident for 2014	Current Non-Resident	Non-Resident for 2014	Current Resident Senior Citizen	Resident Senior Citizen 2014
SOCIAL DANCE						
Ballroom (10 weeks)	\$32.00	\$35.00	\$47.00	\$50.00	\$24.00	\$27.00
Ballroom (5 weeks)	\$30.00	\$32.00	\$45.00	\$47.00	\$23.00	\$24.00
Dances for Weddings	\$20.00	\$22.00	\$35.00	\$37.00	\$15.00	\$17.00
EXERCISE						
Yoga - Mornings (6 weeks)	\$27.00	\$30.00	\$42.00	\$45.00	\$21.00	\$23.00
Yoga - Mornings (7 weeks)	\$32.00	\$35.00	\$47.00	\$50.00	\$24.00	\$27.00
Yoga - Evenings (6 weeks)	\$27.00	\$30.00	\$42.00	\$45.00	\$21.00	\$23.00
Yoga - Evenings (7 weeks)	\$32.00	\$35.00	\$47.00	\$50.00	\$24.00	\$27.00
Pi Yo (6 weeks)	\$27.00	\$30.00	\$42.00	\$45.00	\$21.00	\$23.00
Pi Yo (7 weeks)	\$32.00	\$35.00	\$47.00	\$50.00	\$24.00	\$27.00
Dynamic Sculpting Workout (6 weeks)	\$27.00	\$30.00	\$42.00	\$45.00	\$21.00	\$23.00
Dynamic Sculpting Workout (7 weeks)	\$32.00	\$35.00	\$47.00	\$50.00	\$24.00	\$27.00
Hoop for Health	\$20.00	\$22.00	\$35.00	\$37.00	\$15.00	\$17.00
All Zumba Fees are per day						
Zumba (6 weeks)	\$19.00	\$21.00	\$34.00	\$36.00	\$15.00	\$16.00
Zumba (7 weeks)	\$21.00	\$23.00	\$36.00	\$38.00	\$16.00	\$18.00
Zumba Gold (7 weeks)	\$21.00	\$23.00	\$36.00	\$38.00	\$16.00	\$18.00
	Current Resident/Non Resident Fee	Resident/Non Resident Fee 2014				
Senior Picnic	\$2.50	N/A				
Cribbage Tournament	\$24.00	N/A				

Kidz Zone						
					Current Resident/Non Resident Fee	Resident/Non Resident Fee 2014
Registration Fee					\$25.00	N/A
Cancellation Fee 2 week notice (retain fee for 2 weeks)						
Early Release Days Per Participant					\$13.00	N/A
All Fees for Kidz Zone are per participant/per week						
Full Time (4-5 days a week) Before School					\$32.00	\$35.00
Full Time (4-5 days a week) After School					\$37.00	\$40.00
Full Time (4-5 days a week) Before & After School					\$63.00	\$67.00
Part-Time (3 days or less a week) Before School					\$21.00	\$23.00
Part-Time (3 days or less a week) After School					\$26.00	\$28.00
Part-Time (3 days or less a week) Before & After School					\$47.00	\$50.00
Kid's Day Camps	\$24.00	\$26.00	\$39.00	\$41.00		
Birthday Parties (\$85 minimum)					\$12.00/child	\$13.00/child

Summer Camp						
	Current Resident Fee	Resident for 2014	Current Non-Resident	Non-Resident for 2014	Current Resident/Non Resident Fee	Resident/Non Resident Fee 2014
Registration Fee Per Participant					\$25.00	N/A
Cancellation Fee for one week/Per Participant (with 2 week notice)					\$30.00	N/A
Cancellation Fee for all additional weeks/Per Participant (with 2 week notice)					\$50.00	N/A
Weekly Camp Fee	\$115.00	\$120.00	\$130.00	\$135.00		
Half Day/4th of July Week	\$90.00	\$95.00	\$105.00	\$120.00		

Summer Playgrounds						
	Current Resident Fee	Resident for 2014	Current Non-Resident	Non-Resident for 2014	Current Resident/Non Resident Fee	Resident/Non Resident Fee 2014
Playground Program					\$10.00	\$12.00
Ice Cream Socials					\$1.00	N/A
Youth Night Swims & Karaoke					\$3.00	\$3.50
Summer Carnival					\$0.10	N/A

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: Finance/Personnel Committee

FROM: Derek Beiderwieden

SUBJECT: Resolution #13-170, Authorizing Services Scope Statement with Kronos Incorporated.

ATTACHMENTS:

- Reso13-170 (DOCX)
- DePere Police SSS nt102313 R1 (PDF)
- QUO-431108-Kronos - TSG - De Pere Police Dept - Opicka - Patzold - PIM SVC (PDF)

RESOLUTION #13-170

AUTHORIZING SERVICES SCOPE STATEMENT
WITH KRONOS INCORPORATED

WHEREAS, the Police Department wishes to purchase software to streamline the department's scheduling process; and

WHEREAS, Kronos Incorporated has available and wishes to provide such scheduling software pursuant to the terms and conditions of the Services Scope Statement attached and incorporated as Exhibit A; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute such Services Scope Statement (Exhibit A).

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 17th day of December, 2013.

APPROVED:

Michael J. Walsh, Mayor

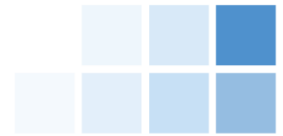
ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso13-170 (1691 : Resolution #13-,170 , Approving Kronos TeleStaff Scheduling Software)



Services Scope Statement

DePere Police

TeleStaff Solution

Salesperson	Jodi Rinzel/Celeste Patzold	Presales Consultant	
Expiration Date	12/30/13	SPC/VRT	Nadine Theriault
Customer Name	DePere Police	File Name Control ID	DePere Police SSS nt102313 R1
PO Required		Project Type	New Implementation

(c) 2013, Kronos Incorporated. All rights reserved. Information within is subject to change without notice.

CONFIDENTIAL – Not to be disclosed to third parties without specific written consent from Kronos.

1 PROJECT DURATION, CHANGE CONTROL, DELIVERABLES AND RECOMMENDATIONS

1.1 PROJECT DURATION

This Services Scope Statement (also known as the “SOW”) documents the agreement between Kronos Incorporated and Customer concerning the services to be performed by Kronos TeleStaff Solutions Group (TSG), including the deliverables, the costs of the project, the responsibility of each party and how the project will be managed.

Comprised of two distinct phases, the TeleStaff remote implementation process leverages proven methods developed by TSG. Customer is configured and goes into production with TeleStaff during the first phase, ensuring an accelerated return on investment.

- The Deployment phase addresses the immediate scheduling needs of the organization by implementing critical TeleStaff functions and modules such as rosters, personal calendars, and person tracking functions, web access, interfaces, and telephony.
- The Advanced phase is designed for customers who have had time to assess specific scheduling needs in a live production environment. Customer is trained to configure advanced staffing functionality and configures those rules during a training class at Customer’s facility/remotely via web conference. The duration of the advanced configuration training class depends on customer’s business need.

The intent of this project is to execute the Plan, Assess, Build, Test and Deploy Phases of this TeleStaff implementation.

Number of Implementation Phases	2
--	----------

Depending upon Customer’s resource availability and project task capability, the duration of the project may need to be extended. This may increase the number of hours required for tasks that are performed on a weekly basis such as managing project communications, managing/updating project plans, facilitating project meetings and updating project status reports.

1.2 CHANGE CONTROL

If the Scope of Services defined in this document or the budget of hours for Kronos services changes at any time during the course of this project, Kronos and Customer will review and adjust the scope and budget of services through standard Kronos change control procedures.

Please review the Kronos Change Control Policy:

<http://www.kronos.com/professionalservicesengagementpolicies.aspx>

1.3 ACCEPTANCE OF DELIVERABLES

Deliverables will be considered accepted by Customer unless written notification from Customer of errors is provided within five (5) business days of receipt. If written notification of errors is received within five (5) business days after receipt of the deliverable, the deliverable owner will address the reported errors in a revised deliverable. Customer will then have an additional five (5) business days to report that all errors have been resolved by the revised deliverable. If written notification of unresolved errors is not received, the deliverable will be considered accepted by Customer.

1.4 ENGAGEMENT RECOMMENDATIONS

Customer is responsible for standardizing and documenting business procedures and policy changes to support TeleStaff prior to TSG rules configuration. Customer's Project Team will attend appropriate Kronos training prior to and while participating in the implementation. Customer understands that Kronos recommends setup of both a PRODUCTION and TEST environment.

Commitment from Customer's upper management is crucial to the success of the project. Kronos assumes Customer will assign a Project Executive Sponsor. The Executive Sponsor is responsible for implementing the necessary change management for Customer to embrace using TeleStaff and for ensuring the Project Team is appropriately staffed, made available and is executing their tasks according to the Project Plan.

2 PROJECT OBJECTIVES, PLANNING AND MANAGEMENT

2.1 PROJECT OBJECTIVES

Successfully implement and utilize the following products and modules:

1. TeleStaff
2. TeleStaff Web Access

2.2 PROJECT PLANNING AND MANAGEMENT

Customer Project Manager will partner with the Kronos Project Manager to align the desired project outcomes, producing key results related to the critical TeleStaff business needs. Customer Project Manager will assist the Kronos Project Manager by managing customer team member responsibilities as necessary for success in the overall implementation process; however, Kronos leads the team and the overall implementation process. This partnership depends upon Customer Project Manager leading by directing, coaching, and facilitating customer team resources. Usually having a background in resource evaluation and staffing, change management, and team building; Customer Project Manager monitors the progress and completion of project milestones towards achieving the project completion date. They also help resolve any surprises or concerns that may arise during the implementation.

Key Kronos Activities	Kronos Deliverables
Kick-off call Weekly status calls Coordinate project team resources Coordinate project activities Review customer testing & training strategy Manage and prioritize action items Manage budgets/timeline/scope/risk Lead implementation strategy TeleStaff server configuration & application installation	Project initiation - Internal Sales to Service Transition Implementation Guide Status Report Project Plan Project Close - Internal KGS Transition

2.3 SOLUTION BUILD

During this phase of the project, Kronos assists Customer with ensuring all applicable requirements for the implementation of the product(s) are understood and completed. Kronos and Customer jointly build the solution per the in-scope business requirements. In addition, Kronos and Customer jointly perform configuration unit testing to validate the rules against the requirements.

Customer's Commitment

Prior to this phase of the project, Customer shall arrange for acquisition and setup of necessary system hardware and establish Internet connectivity at the server(s), if applicable. Customer shall also arrange for installation and network testing of the TeleStaff clients. In addition to completing the requisite Kronos training, Customer Project Manager shall ensure that all internal resources are coordinated and scheduled to participate in each assessment per their domain expertise or role as a decision maker. Also during this phase, Customer Project Manager shall begin to develop testing and education plans.

2.3.1 APPLICATION CONFIGURATION

Deployment	
Number of TeleStaff licenses:	35
List the databases to be configured:	Police
List the deployment groups to be configured in each database:	Patrol, Admin
Authorities:	Included
Work Codes:	Included
Shifts, Shift Groups, Shift Masks, Shift Rotations:	Included
Ranks, Specialties, Groups:	Included
Pay Information:	Included
Formula ID:	Included
Probation:	Included
Special Days:	Included
Deployable units, special events:	Included
Roster:	Included
Calendar:	Included
People Filters:	Included
Audit Trails:	Included
Standard Accruals:	Included
Standard Payroll Export:	Included
Standard Reports:	Included
Configuration of Components to include Line Manager, Contact Manager, Task Manager, Import Manager, Fax Manager:	Included
Train the trainer for configuration team:	Included
Web Access:	Included
Advanced	
List the databases to be configured:	Police
List the deployment groups to be configured in each database:	Patrol
Roster Counts/Minimum Counts:	Included
Vacancy Strategies:	Included
Pick Lists:	Included
Configure rules for over time back filling:	Included

Configure rules for special event or off duty deployment rules:	Included
Train the trainer for configuration team:	Included

2.4 SOLUTION TESTING & DEPLOYMENT

During this phase of the project Kronos supports Customer's project team with configuration testing to the in-scope business requirements via staffing scenarios. Kronos assists with resolving all critical open issues as well as deployment planning and support.

Customer's Commitment

During this phase of the project Customer finalizes the test plan to support integration and operational testing; completes test case scenarios to support all requirements; dedicates or makes available on an as-needed basis, appropriate resources to test the product(s), ensuring representatives from all affected user communities participate in the test cycle. Customer also coordinates testing with other vendors, such as interface testing with RMS, CAD, and payroll providers; and if applicable, tests and validates the data transfer from Kronos to other vendors. Customer also writes operational procedures and trains users as needed for a successful deployment.

Key Kronos Activities	Kronos Deliverables
Review the testing methodology with Customer Provide issue resolution support	Configured TeleStaff Database

2.4.1 SOLUTION DEPLOYMENT PLANNING AND GO-LIVE SUPPORT

Key Kronos Activities	Kronos Deliverables
Facilitate deployment planning meeting to review planned activities. Provide go-live support for planned application deployment.	Deployment checklist or plan. Scheduled, on-demand support.

3 SIGNATURES AND APPROVALS

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By: _____ Date: _____

Title: _____

This Services Scope Statement is subject to Customer's agreement with Kronos governing Professional, Education and Cloud Services. By signing below, Customer's authorized representative agrees to purchase the services described herein.

ACCEPTED AND AGREED

CUSTOMER

By: _____ Date: _____

Title: _____

Customer may make necessary copies of this document for the sole purpose of facilitating internal evaluation and/or execution of proposed project. Otherwise, the document or any part thereof may not be reproduced in any form without the written permission of Kronos Incorporated. All rights reserved. Copyright 2013



4 APPENDIX

4.1 ENGAGEMENT GUIDELINES

Please review the Kronos engagement guidelines:

<http://www.kronos.com/professionalservicesengagementpolicies.aspx>

Chad Opicka
WISCONSIN, STATE OF
De Pere Police Department
325 S. Broadway
De Pere, WI 54115
PH: (920) 339-4084 ext. 1201
copicka@mail.de-pere.org

Contract No.: GS-35F-0265X

CAGE Code: 3CA21
DUNS No.: 09-869-237
TAX ID#: 54-1912601
Terms: NET 30
FOB: Destination

Order/Payment Address:
immixTechnology, Inc.
8444 Westpark Drive, Suite 200
McLean, VA 22102
PH: 703-752-0610 FX: 703-752-0611
EFT: BB&T
Routing No. 055003308

Quote Number: QUO-431108-S9B7F0
Quote Date: 10/25/2013
Expiration Date: 11/24/2013

immixTechnology, Inc. Witt, Ly
Contact:
703-663-1920 lwitt@Immixgroup.com

Manufacturer Quote #:
Manufacturer Ref #:

Manufacturer Contact: Rinzel, Joe
414-477-8252 jodi.rinzel@kronos.com

PLEASE REFERENCE THIS QUOTE NUMBER ON ALL PURCHASE ORDERS ISSUED AGAINST THIS QUOTE.

SERVICES SCOPE STATEMENT "DePere Police SSS nt102313" IS INCORPORATED INTO THIS QUOTE.

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8603716-000	GS-35F-0265X	LIC	TeleStaff Enterprise v2** TRUSTED PRODUCT **	35	\$98.0000	\$3,430.00
2	8603716-000PM	GS-35F-0265X	MNT	Platinum Maintenance TeleStaff Enterprise v2** TRUSTED PRODUCT **	35	\$27.4000	\$959.00
3	8603718-000	GS-35F-0265X	LIC	Telestaff Web Access - TSG Hosted v2** TRUSTED PRODUCT **	35	\$0.0000	\$0.00
4	8603718-000PM	GS-35F-0265X	MNT	Platinum Maintenance for Telestaff Web Access (14% of Telestaff Enterprise v2) - TSG Hosted v2** TRUSTED PRODUCT **	35	\$13.7200	\$480.20
5	3601316-001	GS-35F-0265X	LIC	Dongle - 3rd Party Syntellect - 4 Port** TRUSTED PRODUCT **	1	\$727.4400	\$727.44
Group Total:							\$5,596.64
6	9990056-PRO	GS-35F-0265X	SVC	Professional Services - Base Deployment TeleStaff (per hour)** TRUSTED PRODUCT **	65	\$114.1400	\$7,419.10
7	9990059-PRO	GS-35F-0265X	SVC	Professional Services - Advanced Configuration TeleStaff (per hour)** TRUSTED PRODUCT **	60	\$147.9500	\$8,877.00
8	9990060-PRO	GS-35F-0265X	SVC	Professional Services - Solution Development TeleStaff (per hour) TECHNICAL CONSULTANT** TRUSTED PRODUCT **	8	\$215.0000	\$1,720.00
Group Total:							\$18,016.10
LICENSE						\$4,157.44	
SW MAINTENANCE						\$1,439.20	

SERVICES	\$18,016.10
Grand Total	\$23,612.74

Subject to the Terms and Conditions of GSA MAS Contract Number GS-35F-0265X; See GSA eLibrary:
<http://www.gsaelibrary.gsa.gov/ElibMain/home.do>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program.
immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at:
http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf

Attachment: QUO-431108-Kronos - TSG - De Pere Police Dept - Opicka - Patzold - PIM SVC (1691 : Resolution #13-,170 ,

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: December 17, 2013

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Resolution #13-171, Adopting City of De Pere Employee Policy Manual.

Starting in 2014, all employees, with the exception of the protective groups, will no longer have a labor contract which outlines their benefits, policies, rules, etc. Therefore, it was imperative that a new policy manual be created.

Attached is a draft of the new employee policy manual. Also attached is an excel document comparing the current Rules and Regulations and/or the MEA and Engineering labor contracts to the new policy manual. Most of the language in the manual is new as our current Rules and Regulations document is minimal and in need of updating.

We had multiple meetings with managers as well as employees to obtain their input/suggestions and answer questions on the policies. We also looked to see what other entities were doing around the state and tried to be somewhat consistent with our policies.

Being that many policies are new, I am anticipating the need to modify some language especially during the first year, as clarification language may be needed or language needs to be modified. I would like the ability to be able to make technical or minor clarification changes as needed versus taking each language change for approval. I am proposing the following:

The Human Resources Director and City Administrator shall administer, interpret and enforce the Policy Manual and are authorized to make temporary or minor technical corrections or clarification as needed to administrator the policies which to not alter the intent. In the event there is question whether or not a language change alters the intent, the language will be brought back for approval. The Human Resources Director and City Administrator, or designee, shall recommend substantive changes to the City Council and bring the entire policy for review once every 5 years.

Please contact me at 339-4045 if you have any questions prior to the meeting.

ATTACHMENTS:

- Reso13-171 (DOCX)
- Overview of Changes II (XLSX)
- 12th version (PDF)
- Addendums (PDF)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Larry Lueck, Alderperson
AYES:	Crevier, Donovan, Lueck, Rafferty, Walsh

HISTORY:

12/10/13

Finance/Personnel Committee ADOPTED

RESOLUTION #13-171

ADOPTING CITY OF DE PERE EMPLOYEE POLICY MANUAL

WHEREAS, the City's current Rules & Regulations are dated and in need of revision; and

WHEREAS, the Human Resources Director has developed a comprehensive and current City of De Pere Employee Policy Manual to replace the Rules & Regulations; and

WHEREAS, the Finance/Personnel Committee has reviewed such Policy Manual and recommends approval thereof.

NOW THEREFORE, BE IT HEREBY RESOLVED THAT:

The City of De Pere Employee Policy Manual, attached and incorporated as Exhibit A, is hereby approved and adopted, and the former City Rules and Regulations, as may have been amended from time to time, repealed.

BE IT FURTHER RESOLVED THAT:

The Human Resources Director and City Administrator shall interpret, administer and enforce such Policy Manual, and are authorized and directed to make temporary or minor technical corrections or clarifications which do not alter the intent of the policies, as needed in order to effectively and efficiently administer those policies. In the event it is unclear whether such authorized changes alter the intent of the policy, the proposed language change will be brought to the Finance/Personnel Committee for approval.

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 December, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Topic	Policy # /Addendum	Current (MEA and Eng. Contract and /or current rule language or policy)	Change to (Excludes Police and Fire Represented if language in contract)
Recommended Changes			
"For Cause" status	2.1	Employees can only be termed "for cause"	Changed to "at will" status except for required officers & employees governed by 62.13
Work Schedule	2.2	n/a	Flex Work Schedule
Work Schedule	2.2	n/a	Summer Hours
Work Schedule	2.2	Water ee's work 5 hours on weekend	Water ee's work 2 hours on weekend
Work Schedule	2.2	Water ee's receive \$20 per day to be on call	Water ee's receive \$1.75 per hour to be on call
Lunch periods	2.2	Parks, street, Water, Mechanics receive 30 min paid lunch, Engineering receive unpaid lunches	remove paid lunches
Breaks	2.2	1-15 min. paid break for office MEA employees	remove 15 min. paid break, may be taken periodically with supervisor discretion when really needed
Job Posting/Recruiting	2.7	Union positions are posted, awarded by seniority	Jobs may or may not be posted, awarded based on qualifications & merit/performance
*Employment of relatives	2.8	Can't be directly supervised by family member	Can't be in same work group as family members (except seasonals) or directly or indirectly supervised by family members,
*Smoking	4.20	Smoking policies vary by dept.	must smoke 20 ft. away from access points
Loss of CDL	4.21/Add. BB	Hold job for 1 yr.	Remove, no guarantee
Uniforms, Tools & Safety Equipment	4.22	Varied amount of uniform allowance given yearly	New equip/uniforms given as needed for some positions
Change in employee's schedule	6.11	If go full-time to part or vice versa, all sick leave on books is converted	Leave current balance as is, accrue in future under new pro-ration
Overtime	6.3	earned after normal workday or workweek and on all "paid" time not worked	paid after 40 hours or required by FLSA, paid on all hours "worked" (national holidays count as hrs. worked) overtime is paid for call in pay regardless of # of hours worked in a week
Overtime	6.3	Varies, how offered	may be determined by skill/experience, or rotated, left up to departments
Overtime/double time	6.3	Double Time on Holidays or observed holidays and Sundays	double time on Holidays or observed holiday-Sundays removed

Comp Time	6.4	accumulate up to 80 hours (no cap)	accumulate up to 80 hours (capped), have ability to pay it out
Call In	6.6	Min. 3 hours at straight time (if over 40 hours "paid", at 1.5 rate)	Min. of 2 hour time at 1.5 rate (for meetings min. 1 hr. and phone calls at straight time)
Funeral leave	7.11	3 days for parent, spouse, child or guardian, 2 days for sibling, parent-in-law, grandparent, 1 day for sister/brother-in-law, aunt/uncle, 1 day pallbearer	5 days for spouse or child, 3 days for parent or guardian, step-child or domestic partner, 2 days for sibling, parent-in-law, grandparent or grandchild, step-parent, step sibling, 1 day for sister/brother-in-law, uncle or aunt, DELETE 1 day for pallbearer
Vacation	7.2	MEA allows for 26 days at 30 yrs	Cap 25 days with 30 years of employment, (grandfather in those at 26 days) will work in 2014 on 1 vacation schedule
Vacation Carryover	7.2	Non-reps. allowed up to 5 days	Allow all carryover 5 days
Holidays	7.4	(6 full & 3 1/2 days)New Years, 1/2 day Good Friday, Memorial Day, 4th of July, Labor Day, Thanksgiving, 1/2 Dec. 24th, Christmas, 1/2 New Years Eve.	(8 full days) Remove 1/2 day Good Friday & New Years Eve, Add 1/2 day to X-mass Eve and Day after Thanksgiving
Floating Holidays	7.4	3 days for represented, 4 days non-reps	Move to 4 days for all
*Unpaid Time	7.5	n/a	Allow up to 5 days of voluntary unpaid time
Retiree Insurance 65+	8.2	offer it, pay 50% premium but premium amount not listed in contract	? What do with premiums
Dental	n/a	City pays \$30 month	City pay % vs. flat amount
Dental	n/a	Varies	Cover Major services 50% instead of 80%, change annual max to \$1250 from \$1000, Cover preventative/routine @ 100% vs. 80%, not subject to deductible, cover sealants for children, cover nitous oxide (gas), cover white fillings on all teeth besides just smile line, seperate orthodontia max at \$1,500
WRS	8.2	City pays Employee Share	Employee Pays Employee Share
HRA contribution	8.2	Not pro-rated for retirees	Pro-rate contribution for retirees the year they retire
Resignation (non retirement)	9.1/Add. BB	2 weeks suggested (1 month for dept. heads -listed in rules)	Dept. heads and supervisors 30 days in advance, other employees 2 weeks in advance
Resignation for retirement	9.1/Add. BB	2 weeks suggested (1 month for dept. heads -listed in rules)	Dept. heads and supervisors 60 days in advance, other employees 30 days in advance, if notice is given an additional vacation day will be paid out.

*Vacationing out at retirement (not in contract)	n/a	Use 6 weeks of earned time to "vacation out"	No longer allow
Re-employment list/layoff	9.2	Hold job for 1 yr.	remove (if we want to take them back we can but no guarantees)
Longevity Pay	6.5	5 years-\$20 month 10 years-\$30 month 15years-\$35 month 20 years-\$40 month	Remove, but grandfather those currently receiving it at the current amounts, do service awards
Seniority	n/a	For vacation picks, calls ins, etc.	leave for vacation picks remove all other reference
*Prescription Co-pay	n/a	\$10 generic, \$10 single source, \$20 brand	\$10 generic \$20 single source and \$40 brand
*Prescription Supply	n/a	60 day supply for cost of 30 day	Remove
*Prescription Out of Pocket	n/a	No Limit	\$2,000 out of pocket limit
*Vision	n/a	not covered	cover exams at 100% every two years
Language Keep Same			
Dress Code/Uniforms	4.9/Add. I	Shorts allowed for Engineering, Parks, Public Works	
Dress Code/Uniforms	4.9/Add. I	\$165 for Water uniform, \$100 for safety shoes	
Sick Leave earned	7.1	1 day month up to 120 days	
Sick leave escrow use	7.1/Add. R & BB	Delay in, use up to 60 months	
Sick leave escrow use	7.1/Add. R	employees (eligible for retirement) and retirees, escrow can be used by spouse or dep. Children	
Sick leave catastrophic injury	7.1	if injured last 3 years prior to retirement, receive sick leave back	
Sick Leave Escrow	7.1/9.1	100%	
Leave of absence	7.12	without pay up to 60 days	
Worker's Comp. benefits	7.13	sick leave used make up difference, if none, City pays less \$ from ins. Carrier for 60 days	
Vacation	7.2	Varies, will work to get groups consistent in 2014	
2 weeks of paid military Leave	7.7	make up difference in pay for 2 weeks	
Jury duty	7.8	allowed, pay difference in pay	
Health Insurance	8.2	City pays 85% of premium	
EAP	8.2	8 free visits per topic	
life Insurance	8.2	City pays 50% post retirement costs for basic	

Education Reimbursement	10.4	Varies by contract, \$3000 currently in HR budget	
*HRA Contribution & other language	n/a	Keep with current amounts	
* not in contract/policy			

THE CITY OF DE PERE EMPLOYEE POLICY MANUAL



Exhibit A

TABLE OF CONTENTS

1.	INTRODUCTION.....	1-1
1.1	Purpose of Manual	1-1
1.2	Employee Acknowledgement of Manual.....	1-2
1.3	Application of the Manual	1-2
2.	GENERAL GUIDELINES OF EMPLOYMENT.....	2-1
2.1	Classifications of Employment	2-1
2.2	Work Schedule.....	2-3
2.3	Probationary Period	2-5
2.4	Job Descriptions.....	2-5
2.5	City Equipment (keys, ID cards, property, passwords etc.).....	2-6
2.6	Residency Requirements.....	2-6
2.7	Recruitment, Promotions, Transfers and Assignments.....	2-6
2.8	Employment of Relatives.....	2-7
2.9	Employment Record/Personnel Information Changes.....	2-7
2.10	Health Privacy Practices	2-8
2.11	Equal Employment Opportunity (EEO).....	2-9
2.12	Americans with Disability Act (ADA)	2-9
3.	GENERAL POLICIES.....	3-1
3.1	Public Relations/Requests for Interviews	3-1
3.2	Citizens Accessing City Equipment.....	3-1
3.3	Purchasing/Authorized Spending.....	3-2
3.4	Expressions of Sympathy.....	3-2
3.5	Public Records	3-2
3.6	Employee Organizations.....	3-2
4.	EMPLOYEE CONDUCT	4-1
4.1	Rules of Conduct.....	4-1
4.2	Corrective Action.....	4-3
4.3	Investigation and Administrative Leave	4-3
4.4	Grievance Policy and Procedure	4-3
4.5	Reporting Structure.....	4-3
4.6	Tardiness and Absences.....	4-5
4.7	Locker Room Conduct.....	4-5
4.8	Weather	4-5
4.9	Dress Code/Appearance and Demeanor	4-5
4.10	Ethics/Conflict of Interest	4-6
4.11	Outside Employment	4-6
4.12	Confidentiality	4-6
4.13	Political Activity	4-6
4.14	Solicitation	4-6
4.15	Workplace Searches.....	4-8
4.16	Sexual and Other Unlawful Harassment, Discrimination or Retaliation.....	4-9
4.17	Workplace Violence.....	4-9
4.18	Conceal and Carry Prohibition.....	4-10
4.19	Drug and Alcohol Testing Policy	4-10

4.20	Smoking	4-11
4.21	Use of Vehicles and CDL Requirements	4-11
4.22	Uniforms, Tools and Safety Equipment.....	4-11
4.23	Bulletin Boards	4-11
5.	TECHNOLOGY USE.....	5-1
5.1	City Electronic Resources	5-1
6.	COMPENSATION	6-1
6.1	Payroll Period/Payday	6-1
6.2	Time and Attendance	6-1
6.3	Overtime	6-1
6.4	Compensatory Time.....	6-1
6.5	Longevity Pay	6-2
6.6	Call Back Time/Minimum Call In Time.....	6-2
6.7	Position Reclassification.....	6-3
6.8	Acting Duty.....	6-3
6.9	Merit Pay/Performance Evaluation.....	6-3
6.10	Compensation Policy	6-4
6.11	Change in Hours	6-5
6.12	FLSA Safe Harbor Policy	6-5
7.	TIME OFF AND TIME AWAY FROM WORK.....	7-1
7.1	Sick Leave.....	7-1
7.2	Vacation	7-2
7.3	Vacation Donation	7-3
7.4	Holidays	7-4
7.5	Voluntary Unpaid Leave Program	7-5
7.6	Family Medical Leave Act (FMLA).....	7-5
7.7	Military Leave/Call to Active Duty	7-5
7.8	Jury Duty.....	7-7
7.9	Voting Leave.....	7-7
7.10	Furlough.....	7-7
7.11	Funeral Leave.....	7-7
7.12	Unpaid Leave of Absence	7-7
7.13	Workers' Compensation	7-8
7.14	Fitness for Duty/Return to Work	7-9
7.15	Light Duty.....	7-9
8.	GROUP HEALTH AND RELATED BENEFITS	8-1
8.1	Eligibility and Enrollment.....	8-1
8.2	Available Benefit Plans.....	8-1
9.	SEPARATION FROM EMPLOYMENT.....	9-1
9.1	Retirement/Resignation.....	9-1
9.2	Layoffs	9-1
9.3	Disability.....	9-1
10.	EXPENSES AND REIMBURSEMENTS.....	10-1
10.1	Mileage/Travel Reimbursement.....	10-1

10.2	Employee Travel	10-1
10.3	Meal Expenses	10-2
10.4	Tuition Reimbursement	10-2
10.5	Credit Card Issuance and Usage Policy	10-3
11.	WORKPLACE SAFETY	11-1
11.1	Workplace Safety and Reporting Injuries or Illness	11-1
11.2	Hazardous Communication Program	11-1
11.3	Bloodborne Pathogens Exposure Control Plan	11-2
11.4	Employee Emergency Guidelines	11-2
12.	ADDENDUMS	12-1
Addendum A:	Table of Organization	
Addendum B:	Employee Acknowledgment of Manual Form	
Addendum C:	Employee Acknowledgment of Manual Form (Public Safety)	
Addendum D:	Recruitment Policy	
Addendum E:	Release of Information/Records Request Form	
Addendum F:	Purchasing Policy	
Addendum G:	Grievance Policy and Procedure and Employee Grievance Form	
Addendum H:	Locker Room Conduct Policy	
Addendum I:	Dress Code/Appearance and Demeanor Policy	
Addendum J:	Ethics Code and Policy	
Addendum K:	Outside Employment Waiver Request Form	
Addendum L:	Sexual and Other Unlawful Harassment, Discrimination and Retaliation Policy	
Addendum M:	Conceal/Carry Prohibition Policy	
Addendum N:	Drug and Alcohol Testing Policy	
Addendum O:	Use of Vehicle and CDL Requirements Policy	
Addendum P:	Acceptable Use of Electronic and Social Media	
Addendum Q:	Merit Pay Program	
Addendum R:	Sick Leave Program and Policy	
Addendum S:	Employee Request for Consider of Vacation Donation	
Addendum T:	Voluntary Unpaid Leave Program	
Addendum U:	Family Medical Leave Policy and Leave Application	
Addendum V:	Furlough Policy	
Addendum W:	Temporary Light Duty-Return to Work Program	
Addendum X:	Bloodborne Pathogens Exposure Control Plan	
Addendum Y:	Employee Emergency Guidelines	
Addendum Z:	Technology Use	
Addendum AA:	FLSA Safe Harbor Policy	
Addendum BB:	Retirement/Resignation	
Addendum CC:	Workplace Safety & Reporting Injuries and Illness	

1. INTRODUCTION

1.1 Purpose of Manual

This Manual contains information about working conditions, employee benefits, employee responsibilities, and City of De Pere (the “City”) employment policies. This Manual sets forth employment policy guidelines which employees are expected to follow and informs employees about what employees may generally expect from the City. As a City employee, it is the employee’s responsibility to read, understand, and comply with all provisions of this Manual. The City goal is to provide a work environment that is conducive to the personal and professional growth of all employees.

The City expects all employees to demonstrate professional, competent and reasonable behavior, and to continually serve, both on-duty and off-duty, as positive examples of the high-quality personnel affiliated with this organization and consistent with the high expectations of the public. Compliance with the policies, rules and general expectations of conduct is of paramount importance in order to fulfill these objectives and for the employee to have a successful career with the City. Failure to comply with the policies, rules and general expectations of conduct can undermine these objectives, and the trust and confidence that the public, businesses, employees and officers of the City must have in that employee. The City treats all violations of the policies, rules and general expectations of conduct very seriously. Violations of the policies, rules and general expectations of conduct can subject an employee to discipline, up to and including discharge.

This edition of the Manual cannot anticipate every possible circumstance or question about City employment policies. To meet the evolving needs of the organization, the City retains the right to revise, supplement or rescind such policies as may be deemed appropriate. The City reserves all of its rights, and final interpretation and implementation of any of the policies in this Manual are vested solely with the City Council through the City Administrator. Future Manual written revisions will be incorporated in the online edition of the Manual maintained on the City’s Q:\ drive under Human Resources.

This Manual and the statements in this Manual are not, and should not be construed as, an employment contract, nor do they imply that the City is guaranteeing employment for anyone or changing the at-will employment relationship in any manner. Only the Common Council may enter into a contract with an employee, and that contract must be in writing and approved by vote of the Council at a duly-noticed meeting. No statement or promise by a supervisor, manager, department head, elected or appointed official, or an employee may be interpreted as a change in or constituting a contract with an employee or modification of the at-will employment relationship.

Many of the topics addressed in the Manual are also addressed in specific employee bargaining group labor agreements. The provisions of a specific employee group labor agreement supersede information or policy provisions of this Manual. Additionally, any wages, hours and working conditions referenced in this Manual that are subject to the

mandatory duty to bargain between the City and a collective bargaining representative are not binding on those parties, except for rules of conduct identified in this Manual that are made and revised from time to time under the City's managements rights authority.

The contents of this Manual are also not to be used as a substitute for any controlling ordinance, resolution, regulation, state or federal statute, code or regulation, common law or other legally binding authority as updated from time to time. Applicable ordinances, resolutions, regulations, state or federal statutes, codes or regulations and common law shall supersede this Manual.

The Table of Organization contained in **Addendum A** serves as the official documentation for classification of all positions and their functional relationships.

1.2 Employee Acknowledgement of Manual

Each employee of the City is responsible for reading and understanding the contents of this Manual. Each employee shall be provided a copy of the Manual in either paper or electronic form and shall be notified of all changes and updates to the Manual. Each employee shall execute the Employee Acknowledgment of Manual form set forth in **Addendum B** and **Addendum C** upon receipt of the Manual so as to indicate receipt and knowledge of the Manual.

1.3 Application of the Manual

This Manual shall govern all employees of the City, including salaried and hourly employees, except that provisions of a current labor agreement between the City and a recognized labor association shall govern in matters pertaining to employees of that bargaining unit where this Manual conflicts with the provisions of a current labor agreement. Application of these provisions to members of a bargaining unit neither contemplates nor allows for the extension of benefits or other compensation beyond that which is provided in the specific labor agreement. While departments may adopt specific rules to provide guidance to employees within those departments, none of those rules may alter the at-will employment relationship, create a contract of employment, or supersede this Manual.

Employees covered by this Manual are required to comply with all aspects of the Manual, unless expressly stated otherwise herein. Employees should direct any questions or concerns regarding the interpretation or application of this Manual to their supervisor or department head.

2. GENERAL GUIDELINES OF EMPLOYMENT

2.1 Classifications of Employment

All employees hired by the City are employed “at-will” to the extent possible, except as follows:

1. City officers as defined in § 10-5, De Pere Municipal Code or Wis. Stat. § 62.09;
2. A written contract exists between the employee and the City, that is approved by vote of the Common Council at a duly-noticed meeting; or
3. A Chief or subordinate who may be entitled to a pre-disciplinary or post-disciplinary hearing pursuant to Wis. Stat. § 62.13(5).

Pursuant to Wis. Stat. § 66.0509(1m), the employee may have a right to utilize the City’s Grievance Policy and Procedure found in **Addendum G**, which is initiated by completing a Grievance Form.

Each City position is designated as either non-exempt or exempt for wage and hour law purposes. Employees in non-exempt positions are entitled to overtime pay only as required by specific provisions of state and federal law. Non-exempt employees are normally paid on an hourly basis and are entitled to overtime for hours physically worked in excess of 40 hours per week. Some collective bargaining agreements may state the employees are paid on a salary basis, but are hourly employees.

Employees in exempt positions are paid on a weekly salary basis and are exempt from the overtime provisions of the Fair Labor Standards Act and Wisconsin wage and hour laws. This category typically includes department heads, supervisors and some administrative professionals.

In addition to the above classes of exempt or non-exempt status, employees will be designated to one of the employment categories described below. All types of employees listed below are considered employees and shall have a background check completed prior to being eligible to work.

- a. Regular Full-time Employee. An employee who is designated by the City as a full-time employee and is regularly scheduled to work the City’s full-time schedule, which is normally 40 or more work hours per workweek. A regular full-time employee may be exempt or non-exempt. Employees in this category are eligible for the City’s benefit package, subject to the terms, conditions and limitations of the benefit plan or program and the fringe benefit sheet.
- b. Regular Part-time Employee. An employee who is designated by the City as a part-time employee is regularly scheduled to work 20-40 hours per workweek. A regular part-time employee may be exempt or non-exempt and may periodically work 40 hours or more in a workweek. Regular part-time employees are eligible for specific benefits designated by the City and typically on a prorated basis, and

subject to the terms, conditions and limitations of the benefit plan or program and the fringe benefit sheet. A regular part-time employee must be designated by the City as a full-time employee in order to be eligible for benefits only available to full-time employees.

- c. Temporary or Seasonal Employee. An employee who is not specifically designated as a full-time or part-time employee and who is hired to temporarily supplement the work force or to assist in the completion of a specific project. A temporary or seasonal employee may work 40 hours or more per workweek. Employment assignments in this category are typically of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a designation to regular full-time or part-time status in writing from the Human Resources Director. Only legally mandated benefits such as Social Security, Medicare and workers' compensation insurance are provided to temporary employees. Temporary employees are typically not eligible for other benefits, with the exception of the City contribution to the Wisconsin Retirement System ("WRS") if the employee meets the requirement to participate in that plan.
- d. Paid-on-Call (POC) Firefighter. A POC firefighter is hired to respond to fire emergencies. Only legally mandated benefits such as Social Security, Medicare and workers' compensation insurance are provided to POC firefighters. POC firefighters are typically not eligible for other benefits, with the exception of the City contribution to the WRS if the employee meets the requirements to participate in that plan.
- e. Intern. An intern may be paid or unpaid. All interns shall be enrolled in a post-secondary education system and be taking at least nine credits; however; recently graduated students may serve as an intern within one year of graduation from a post-secondary education. Interns may work up to one year after graduating from a post-secondary education system. Only legally mandated benefits such as Social Security, Medicare and workers' compensation insurance are provided to interns. Intern employees are typically not eligible for other benefits, with the exception of the City contribution to the WRS if the employee meets the requirement to participate in that plan.
- f. Volunteer. Volunteers are not employees of the City and are in an unclassified position which has no set work schedule and does not have a set salary, hourly wage or benefits. All volunteers are covered under workers' compensation insurance.
- g. Contractor. A contractor is not an employee of the City. A contractor is retained by written agreement on a per-project basis with a defined scope at the project outset. A contractor may perform services on a regular or an irregular schedule. Contractors do not receive any additional compensation or benefits.

2.2 Work Schedule

- a. Business Hours. The goal of this policy is to provide the best customer service to meet the expectations of the public in an effective manner while maintaining flexibility for employees. Office hours for City Hall and the Community Center are 8 a.m. to 4:30 p.m. and 7:30 a.m. to 4 p.m. for the Municipal Service Center Monday through Friday, except for established holidays. Summer hours for City Hall and the Community Center are 7:30 a.m. to 5:00 p.m. Monday through Thursday and 7:30 a.m. to 11:30 a.m. on Fridays, except for established holidays. MSC summer hours are 7 a.m. to 4:30 p.m. Monday-Thursday and 7 a.m. to 11 a.m. on Fridays. Summer schedules for part-time employees will be decided by the department head. Summer hours are from Memorial Day through Labor Day. Department Heads and Supervisors will determine and advise field employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, days of the week worked, as well as variations in the total hours that may be scheduled each day and week.

The City has the authority to determine the methods, means, processes and personnel by which the departments operations are to be conducted. This includes reserving the right to assign work in whatever manner deemed necessary to maintain an efficient workforce. When a department head or supervisor decides that employees will need to work outside the scheduled work hours, then the department head or supervisor should attempt to give notice, to the extent practical, prior to completion of the employee's work shift on the day preceding the change.

For work that is scheduled in advance and is part of the employee's normally scheduled hours (i.e. coming in for meetings), employees should record minimally 1 hour of time if they have to report to work after their regular shift. Exempt employee reporting back for scheduled or unscheduled work outside their regular work hours should record a minimum of one hour on their time sheet. Time spent at work outside normal work hours for purposes of catching up on work shall be recorded as actual time spent. For non-scheduled work see Section 6.6 Call Back Time.

- b. Water Schedule. For employees in the Water Department, each week the department head or supervisor may schedule an employee to work two hours on Saturday and two hours on Sunday. These weekend assignments are rotated among qualified employees in the Division.

The Director of Public Works or designee may assign personnel from the Water Division or other qualified employees to be available for responses on a standby basis for hours outside of the normal workday including weekends and holidays. Employees will be compensated at \$1.75 per hour when on standby. An employee assigned to standby shall respond to answering service within 15 minutes of the call and be able to report to the worksite within 30 minutes of

taking the call and perform the necessary task to alleviate the emergency situation.

- c. Flex Scheduling. Normal work hours may be flexed periodically with the approval of an employee's supervisor and according to the operational needs of that department. This includes coming in late, taking a longer lunch, leaving early or being gone during the day. Time may be made up by coming in early, working through lunch, or staying late. No flextime will be approved that will result in unauthorized overtime or compensation for greater than 40 hours of work in a workweek for hourly employees.

Employees who have worked or used accrued time off for (80+ hours in pay period [Saturday–Friday] for exempt employees) and (40+ hours in a workweek [Saturday-Friday] for non-exempt employees) may be allowed to periodically take off without using accrued time off with approval of the employee's supervisor. This arrangement is allowed infrequently and not every week. Employees are not allowed to work on the weekend just to have time off later that week. Any long-term change in the normal work schedule must be approved by the City Administrator before implementation.

- d. Breaks. Approved unpaid lunch breaks may be taken from one-half to one hour in length for office employees. Any other break arrangement must be approved by the employee's supervisor. (i.e. taking a 1.5 hour lunch one day per week) Paid 15-minute breaks may be granted periodically by the employee's supervisor.

For Parks and Public Works field employees, lunch periods will be unpaid and generally commence at 11:00 a.m. unless permission is granted by the employee's supervisor to take lunch during a different time. The department head or supervisor may designate lunch periods at different times and particularly in situations where it is determined that continuous operation by some personnel is necessary for efficient operations, in times of emergency, or where employees are assigned to the various shifts providing 24-hour service. The Municipal Service Center is available for lunch breaks. Employees are allowed 30 minutes from the time they leave the job site until they return to the job site.

- e. Work from Home. Occasionally it may be in the best interest of the City, the employee and the department to have an employee perform work duties from home. These instances are rare and only utilized when the interests of the City necessitate such an arrangement. The department head of each individual department is responsible for administering this program as needed and with the approval of the City Administrator. The work from home program is typically for exempt employees only.
- f. Timekeeping. Each employee is required to accurately record his or her work time each workday, and will be held accountable for failing to completely and accurately record his or her time. Each employee should record his or her time only. Each employee must verify that the information on the employee's time

record is complete and accurate. Errors must be immediately reported by the employee. Employees should never assume a supervisor or payroll will notice or edit any time discrepancy, as this is the employee's responsibility. Any employee who submits false time records may be subject to discipline up to and including dismissal. Hourly employees must not report in more than five minutes before the start or end of their shift unless such time has been previously authorized by their supervisor. Hourly employees must report actual time worked, including time in and out for lunch periods.

- g. Attendance. The City places great emphasis on good attendance. Absence or tardiness places an extra burden on co-workers and undermines the efficient operation of the City. Regular attendance at work is expected of every employee. It is each employee's responsibility to be on the job on time each day and fully able and ready to work. Although there are justifiable reasons to take time off from work, each employee's employment assumes his or her availability for work. Employees are expected to arrive at work on time, return from scheduled breaks on time, and to work until the job is completed or the employee is relieved from duty.

2.3 Probationary Period

The probationary period is intended to give employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City uses this period to evaluate employee capabilities, work habits and overall performance. The length of the probationary period is one year. A former employee who has been rehired after a separation from the City is rehired with a probationary period. During the probationary period, an employee may be discharged without notice. A probationary employee has no right to utilize the grievance procedure under **Addendum G** for matters related to employee discipline or employee termination from employment. Completion of the probationary period does not guarantee continued employment for any specified period, nor does it modify or change the employee's at-will employee status or require an employee to be discharged only for "cause."

Employees promoted or transferred into new positions with the City must complete a six-month probationary period. During this period, an employee can be removed from that position at any time during the probationary period. If this occurs, the employee may be allowed to return to his or her former job, or to a comparable job for which the employee is qualified, depending upon the availability of such positions and the City's needs. The existence or completion of a promotional or transfer-based probationary period does not modify the employee's at-will status.

2.4 Job Descriptions

Each employee shall have a job description defining the duties of the position, essential functions of the job, education/certification requirements, and physical demands. Job descriptions shall be reviewed and modified prior to filling a vacant position and as needed from time to time.

The City Administrator approves class titles for each City position. Jobs with similar duties and responsibilities are placed in the same classification so that employees receive equal pay for equal work, subject to performance quality, merit pay adjustments, step-pay adjustments, and lesser or greater duties.

2.5 City Equipment (keys, ID cards, property, passwords etc.)

Many employees are issued either keys and/or ID cards to access City buildings. The key/ID card should always be kept in a secure place and never be given to another individual without supervisory approval. Employees also may utilize or create passwords for access to City property.

To provide safety and security to the public and City employees, photo identification cards are issued to some employees by the Human Resources Department. All keys/keycards, ID cards, passwords, and any other City property shall be returned to a supervisor upon separation of employment. Any misuse, alteration or fabrication of City property may subject the holder to disciplinary action or other civil or criminal action.

2.6 Residency Requirements

The Police and Fire Chiefs must reside within 15 miles of the corporate city limits of the City of De Pere within 12 months of hire. All POC firefighters must have the ability to be able to respond emergencies within 15 minutes of the call. Exceptions or extensions to these requirements may be approved by City Council.

2.7 Recruitment, Promotions, Transfers and Assignments

The City is committed to employing the best qualified candidates while engaging in recruitment, promotion and selection practices that are in compliance with all applicable employment laws. The City may use hiring, interview and screening processes designed to fulfill this objective. **See Addendum D** for the complete Recruitment Policy.

When in the interests of the City, the City may transfer qualified employees from assignment to assignment, position to position, or department to department. Employees may request to be transferred from one position or department to another. Such a request may be given consideration when a suitable opportunity exists and such request can be fulfilled in the interests of the City.

The City may attempt to fill a job vacancy from within or outside the organization. The City will typically provide employees an opportunity to indicate interest in open positions and advancements within the organization. Notices of full and part-time job openings will typically be provided to the department(s) where qualified employees exist, e.g., a clerical vacancy would not be noticed in the street department. To be eligible to apply for an open job, employees should possess the skills, competencies and qualifications required for the position. Appropriate tests may be given to make this determination. The successful candidate will be selected on qualifications, merit and the interests of the City.

2.8 Employment of Relatives

Immediate family members will not be employed in the same work group. Ordinarily, a work group will be defined as a department; in some instances a division within a division may be considered a work group.

Immediate family members for this policy shall be defined as spouse, child, parent, brother, sister, stepparent, stepchild, in-law by blood or marriage (father/mother, sister/brother, daughter/son), or any other member of the employee's household. Any other member of the employee's household shall be any individual living in the employee's household who receives, directly or indirectly, more than one-half of his or her support from the employee or from whom the employee receives, directly or indirectly, more than one-half of his or her support. (Examples include foster children, same sex partners, live-in boy/girlfriends).

Employees will not be placed in a work group in which a relative (beyond the immediate family member definition above) will exercise direct or indirect supervision over the employee. All decisions on the definitions of the work groups and the definition of a relative in a supervisor-relative relationship will be made by the City Administrator.

This Section does not apply to elected officials, contractors, subcontractors, temporary or seasonal employees, POC firefighters and volunteers, except to the extent that no person shall be directly supervised by another member of his or her immediate family. No employee or official may use his or her position to bring about the hiring or promotion, or otherwise influence an employment decision relating to an immediate family member or other relative, whether by blood or marriage.

2.9 Employment Record/Personnel Information Changes

The City shall maintain an employment record for each employee. The employment record includes things such as the employee's resume, application, emergency contact information, etc.

Employment records shall be maintained in a secure, central location. Employee health-related records, including, but not limited to, physical fitness, fitness for duty, pre-employment screening, occupational injury, or similar records shall be kept in a separate file contained in a secure location with access available only to authorized persons with a legitimate need to know such information.

Access to personnel and payroll records shall be limited to those employees who utilize official records in order to perform their assigned duties. Other persons who are authorized access shall obtain the records from those assigned responsibility for their maintenance. An employee may request an opportunity to review the records the employee may be legally entitled to review pursuant to Wis. Stat. § 103.13 by submitting a written request to the City's custodian of records. These records are records used or which have been used in determining that employee's qualifications for employment, promotion, transfer, additional compensation, termination or other disciplinary action, and medical records, except as provided by law. The review will occur at a time mutually acceptable with

management but no later than seven business days after the employee makes the request for inspection. Requests must be in writing and the City will grant at least two such requests per calendar year. Employee medical information will be maintained in separate medical files, and will be treated confidentially as required by law. Medical information may be disclosed to someone other than the employee in the following circumstances:

- Supervisors and managers may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations;
- First aid and safety personnel may be informed, when appropriate, if the employee's medical condition might require emergency treatment; and
- Certain government officials may be provided the information for lawful reasons.

The City will use employee medical information only in a manner that is lawful, job-related, and consistent with business necessity.

Employees shall not provide references on behalf of other employees and past employees of the City. Supervisors may release a current and past employee's position held, date of employment, and salary information. Any information requested beyond that information should be referred to the Human Resources Department. Pursuant to requests for references, the City may choose to release only limited general information such as the position held, dates of employment and salary information. The City may require the individual involved to provide a written consent, release and indemnity agreement before the City will release additional information unless there are circumstances warranting otherwise. The Release of Information/Records Request Form can be found in **Addendum E**.

It is the employee's responsibility to notify the City of any changes in his or her personal data. It is important that these changes are updated as they may affect benefit eligibility, mailings and emergency contacts. Forms are available in the office of the Human Resources Department to report changes to names, addresses, phone numbers, marriages, dependents, and emergency contact information.

2.10 Health Privacy Practices

The City is committed to compliance with all state and federal laws that protect the privacy of health information, including HIPAA and Wis. Stats. §146.82 City employees who access, use, or disclose health information must do so in accordance with all state and federal laws that protect the privacy of that information. No access, use, or disclosure may be made unless: (1) the access, use or disclosure is consistent with the law; and (2) there is a legitimate City purpose for such access, use, or disclosure. City employees who are authorized to access, use or disclose health information are trained on the appropriate use and disclosure of the information. City employees who are not authorized to access health information are prohibited from accessing, using, or disclosing any health information maintained by the City.

2.11 Equal Employment Opportunity (EEO)

The City is an equal employment opportunity employer. Employment decisions are based on merit and business needs. It is the City's policy to seek and employ the best qualified personnel in all positions, to provide equal opportunity for advancement to all employees, including upgrading, promotion and training, and to administer these activities in a manner that will not discriminate against or give preference to any person because of race, color, religion, age, sex, national origin, handicap, genetic information, ancestry, sexual orientation, marital status, arrest or conviction record, or any other basis protected by state or federal law. All employees are required to provide proof of identity and authorization to work in the United States.

The City is further committed to providing a work environment in which employees are treated with courtesy, respect and dignity. As part of this commitment, the City will not tolerate any form of harassment, verbal or physical, with regard to an individual's race, sex, national origin or any other protected characteristics. Therefore, all employees are encouraged to bring any concern or complaints in this regard to the attention of management through the chain of command or through the reporting procedures in specific policies. All complaints of sexual harassment, or other unlawful harassment, discrimination or retaliation of any kind, will be investigated promptly and, where necessary, immediate and appropriate action will be taken to stop and remedy any such conduct.

All employees share in the responsibility for assuring that the policies are effective and apply uniformly to everyone. Any employees, including supervisors, involved in discriminatory practices will be subject to corrective actions up to and including termination.

Equal employment opportunity notices are posted near employee gathering places as required by law. These notices summarize the rights of employees to equal opportunity in employment and list the names and addresses of the various government agencies that may be contacted in the event that any person believes he or she has been discriminated against.

2.12 Americans with Disability Act (ADA)

It is the City's policy to fully comply with the reasonable accommodation requirements of the Americans with Disabilities Act to ensure that all applicants and employees can enjoy full access to employment with the City. It is the policy of the City to comply with all the relevant and applicable provisions of the Americans with Disabilities Act and other laws. The City will make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on the City.

Employees requesting accommodations should inform their supervisor or the Human Resources Department and cooperate with the City. Some requests for accommodation may require medical documentation of the employee's condition, functional limitations and the duration of any restrictions to support the request.

The City will process requests for reasonable accommodations and where appropriate, provide reasonable accommodations in a prompt, fair and efficient manner.

DRAFT

3. GENERAL POLICIES

3.1 Public Relations/Requests for Interviews

City employees may encounter times when they are asked for information regarding matters or events within the scope of the employee's job duties. In order to manage employee time, ensure the City's impartiality in matters of dispute involving third parties, and protect the City's interests, particularly when involved in matters that may lead to litigation, employees shall follow the following protocols:

1. Media-No employee shall speak to the media on behalf of the City unless expressly authorized to do so by his or her department head or designee.
2. Others-No employee (except department heads) shall speak to any third party regarding matters within the scope of his or her employment with the City unless expressly authorized by his or her supervisor. Supervisor authorization shall only be given under the following circumstances:
 - a. The person requesting to speak with the employee is representing the City's liability insurance carrier and the City Attorney has been notified of and approves the request;
 - b. The person requesting to speak with the employee is an attorney retained by the City regarding the matter of inquiry; or
 - c. The employee has been subpoenaed or scheduled to attend a legal deposition regarding the matter and the City Attorney has been notified and approves the request.

3.2 Citizens Accessing City Equipment

No member of the public may occupy, use or otherwise be present upon or in any City equipment unless the following requirements are met:

1. All requests for ride-along or access to City equipment shall be in writing and shall include the name of the person seeking such access as well as the reason access is being requested. The person shall be accompanied at all times by a departmental employee who is familiar with the equipment being accessed. This does not include employee's that have a take home vehicle and utilize the vehicle for incidental personal use (i.e. picking up a child on the way home from work).
2. Approval of such request shall be determined by the department head or designee. All decisions shall be noted upon the request.
3. The department head or designee shall inform the Human Resources Director of all access granted at least one business day prior to the access taking place.

4. If access to City equipment has been approved, the requestor shall sign a Liability and Hold Harmless Waiver. All such signed waivers shall be submitted to the Human Resources Director.
5. A separate written request and approval shall be required each time City equipment is accessed by a member of the public.
6. City employees who are not expected to use a particular piece of equipment as a part of their job requirements shall be considered a member of the public for purposes of access to that particular piece of equipment; however, City employees may ride-along in a City motor vehicle for work related purposes.

3.3 Purchasing/Authorized Spending

Each department is responsible for documenting and keeping detailed receipts of all purchases and submitting them to the Finance Department. The person placing a purchasing order is responsible for ensuring there are adequate funds budgeted and available to cover every expense. For the complete Purchasing Policy, see **Addendum F**.

3.4 Expressions of Sympathy

In the event of a death or extended hospitalization of an active regular part or full-time employee, his or her immediate family (child, spouse, parent or parent-in-law), or an elected official, the department may send an expression of compassion (e.g., flowers, plant, etc.) which will be paid for by the City and will be signed from the City of De Pere in general. Departments should order the item from De Pere Greenhouse for up to \$50, which includes the delivery amount. The bill should be sent to the Human Resources Department and will be paid out of the sundry account.

3.5 Public Records

All documents created and maintained by the City, its employees and officials may be subject to Wisconsin Public's Records Law. These procedures are outlined in § 10-17 of De Pere Municipal Code.

3.6 Employee Organizations

Employees of the City may fully and freely associate themselves in organizations of their own choosing for their mutual benefit. No employee shall be required to join any such organizations as a condition of employment or continuation thereof and the right of any employee to petition the Finance/Personnel Committee is hereby recognized, except as the rights of individual employees may be subject to, or limited by, the Wisconsin Municipal Employment Relations Act. That Act permits certain employees of the City to organize and designate representatives of their own choosing from among themselves for the purpose of collective bargaining. The City recognizes the right of such certified representatives recognized by the City to meet with the Finance/Personnel Committee or the Committee's designated representatives, including the City Administrator, Human Resources Director and City Attorney.

4. EMPLOYEE CONDUCT

4.1 Rules of Conduct

Public service as an employee of the City is a privilege and not a right. The City desires to employ public servants who serve the public, who protect and further the trust and confidence the public has placed in its servants, who work together as team members, and who strive for professional growth and effective service.

High quality performance, honesty, respect, reliability, professionalism and good judgment are fundamentally required of each employee. Other standards of conduct exist in order to maintain an orderly and efficient working environment and for preservation of the public's trust in its public servants. The Rules of Conduct apply to all City employees.

The primary objectives for each employee are to protect and further the public's trust and confidence and to perform at a high quality level so that the City's citizens, businesses, representatives of other entities, co-workers, and visitors receive high quality services from each employee. Conduct that is inconsistent with those objectives or in violation of policy, rules or general expectations of professional conduct is forbidden and will subject the offending employee to discipline up to and including discharge. The City has established policies, rules and general expectations of conduct in furtherance of the effective operation of the City, to further these objectives, and for the employee to have a successful career.

No list of rules or types of unacceptable conduct can substitute for the sound and reasonable judgment expected of each employee. It is impossible to list every conceivable type of unacceptable conduct contrary to the interests of the City. While it is impossible to list all types of unacceptable conduct, the City believes certain acts of misconduct, standing alone, warrant serious discipline up to and including discharge, such as the following:

- Dishonest, misleading or deceptive conduct
- Unauthorized circumvention of the chain of command
- Undermining the authority of a supervisor
- Refusing or failing to follow an order or directive
- Theft or misappropriation of City property or the property of others, including theft of work time, excessive time at break periods, misuse of sick leave or other designated leave, misrepresenting work time, or failing to accurately record work time
- Failing to completely and accurately document relevant information
- Failing to provide accurate and complete information to a supervisor or others who require the information
- Leaving the job without permission
- Causing or working unauthorized overtime
- Failing to cooperate with others

- Engaging in conduct that creates an unsafe work environment
- Fighting, threats, intimidation or harassment of others
- Damage or defacing of City or employee property
- Misuse or unauthorized use of City property
- Possession, use, or being under the influence of drugs or alcohol while on duty
- Engaging in unethical conduct
- Unauthorized possession of weapons or firearms during work time or on City premises or property
- Absence of two workdays without notice
- Excessive absenteeism or tardiness
- Failing to promptly report absence or tardiness
- Working another job while on sick leave or when not released for full duty while receiving workers' compensation benefits
- Disclosing confidential information to unauthorized sources
- Loafing or sleeping on the job
- Misuse of licenses, patents or copyrights while on work time or using work resources
- Unauthorized solicitations or distributions
- Failure to promptly report defective equipment or safety hazard
- Failure to report injury or accident immediately
- Horseplay or violation of safety rules
- Engaging in conduct or activities which serve to lengthen the healing period for a work-related injury
- Substandard quality or quantity of work, including deliberate reduction of output
- Failure to complete assignments promptly and accurately
- Smoking in unauthorized areas or during work time (break times excluded)
- Unprofessional appearance
- Discourteous treatment of others
- Profane or disrespectful conduct
- Conducting personal business on City time or property, including promoting or selling any item or soliciting
- Failing to fully comply with the policies or rules
- Failing to comply with expectations of conduct communicated to an employee
- Failing to report a possible violation of the policies or rules through the chain of command or other authorized reporting procedure
- Inability to work as a member of a team or having attitudinal issues

The City reserves the right to determine whether any other conduct is contrary to the interests of the City and warranting disciplinary action, up to and including discharge.

4.2 Corrective Action

The City treats all violations of the policies, rules and general expectations of conduct very seriously. Violations of these policies, rules, and general expectations of conduct can subject an employee to discipline, up to and including dismissal.

The City's corrective action program is designed to encourage individuals to be high-quality employees and to remove employees from service who do not or will not meet that high standard of performance. Some discipline is intended to be corrective in nature to allow the employee an opportunity to rehabilitate his or her conduct. Employee misconduct may call for severe forms of discipline such as suspension, transfer, demotion, dismissal or other action. In some cases, dismissal of an employee is appropriate because of the nature, seriousness or continuation of unacceptable conduct. The appropriate level of discipline is determined by the City Administration on a case-by-case basis, and any pre-dismissal disciplinary measure may be passed over in favor of more severe discipline including dismissal of the employee. The City's imposition of discipline or other corrective action, or the City's use of any form of progressive discipline, does not change any employee's status as an at-will employee or create any additional rights. Discipline, demotion and dismissal must be reviewed and approved by the Human Resources Director.

4.3 Investigation and Administrative Leave

City administration will determine the scope, duration and strategy of internal investigations into employee conduct. The City reserves its right to place an employee on administrative leave, with or without pay. The determination of whether leave will be with pay or without pay is reserved to the City. The City may place an employee on administrative leave pending an internal investigation, pending disposition of a criminal matter, or for other reasons determined by the City.

Employees may appeal the imposition of the discipline through the grievance procedure explained in **Addendum G** of this Manual.

4.4 Grievance Policy and Procedure

The City has adopted a Grievance Policy and Procedure pursuant to the requirements of Wis. Stat. § 66.0509(1m) (e) for purposes of providing a process for employee grievances regarding workplace safety, employee discipline and employee termination. Public safety employees shall adhere to the provisions of Wis. Stat. § 62.13, when applicable, to address employee discipline and termination rather than utilizing the Grievance Policy and Procedure. **Addendum G** contains the City's Grievance Policy and Procedure as well as the Employee Statement of Grievance form.

4.5 Reporting Structure

Operation of any government agency depends on an effective reporting structure. The ultimate decision concerning policy in the City resides by law with the City Council under the leadership of the Mayor. The City Administrator, as the chief administrative

officer of the City, is the primary professional advisor to the City Council and Mayor. The department heads of the City are part of the management team, and the department heads report to the City Administrator. Supervisors subordinate to the department heads are also members of the management team. This management team concept is the process by which a recommendation for City action is developed and the decision implemented. This system represents a means of establishing orderly lines of organization and communication as management personnel unite with the City Council to promote effective services for the community.

The City Administrator is responsible for the development, supervision and operation of the City and its personnel and facilities. Employees have the obligation to further the professional advisement of the City Council and Mayor through the chain of command. The City Administrator is given the latitude to determine the best method of implementing the policy decisions of the City.

All staff members and supervisors shall be responsible to the Mayor and the City Council through the City Administrator. Each employee shall refer matters requiring administrative attention to his or her supervisor, who shall refer such matters to the next higher authority or, when necessary, through the City Administrator. Each employee is to keep his or her supervisor informed of the employee's activities by whatever means the supervisor deems appropriate. If an employee has any questions, opinions or suggestions about the information contained in this Manual or about any other aspect of his or her job, then those questions, opinions or suggestions must be directed through the chain of command.

The City Administrator and those department heads, supervisors and employees directed by the City Administrator shall attend all employee meetings, when feasible. Administrative participation shall be by professional counsel, guidance and recommendation—as distinct from deliberation, debate, and voting of City Council members and the Mayor.

Any employee who receives inappropriate directives or requests from any individual citizen, business representative, or elected or appointed official is to immediately report such directive or request to his or her supervisor. No specific directives or requests from such persons are to be fulfilled unless permission to do so is given by the employee's supervisor.

Generally, if an employee has a concern with an employee, the employee is encouraged to approach that person first and attempt to resolve the conflict. If that does not resolve the problem, then the employee must address the problem through his or her immediate supervisor and onward through the chain of command. In some cases, the employee's supervisor may decide to refer the problem through the chain of command where it can be addressed by another supervisor or the City Administrator. If an employee feels harassed, discriminated or retaliated against by another person, then the employee is directed to follow the harassment reporting policy in this Manual.

4.6 Tardiness and Absences

Absenteeism or tardiness that is excessive or unauthorized may result in disciplinary action, up to and including dismissal of employment. Employees who are late or absent on any workday should attempt to call/contact their immediate supervisor in advance of their scheduled work start time or as soon as reasonably possible. It is expected that the employee personally contact his or her immediate supervisor and state the reason for the tardiness or absence. See section 7.1 for the Sick Leave policy. Employees may be required to submit a doctor's authorization for an absence caused by illness or injury. If the employee fails to submit the requested doctor's authorization, then the employee may be considered to have voluntarily resigned from employment. This policy will be enforced consistent with state and federal law on family and medical leave and other applicable laws.

4.7 Locker Room Conduct

This policy applies to City employees involved with City-owned locker rooms. The City acknowledges that personal privacy interests are implicated when using a City-owned and operated locker room. Filming, interviewing or picture taking are completely prohibited. The City, therefore, in accordance with Wis. Stat. § 175.22, adopts this policy to reflect the personal privacy interests of the users of the City's locker rooms. See the complete Locker Room Conduct Policy at **Addendum H**.

4.8 Weather

Emergencies such as severe weather, fires or power failures may occasionally disrupt City operations. If the City Administrator closes City buildings and/or functions due to extreme weather or emergency situations (excluding public safety departments), employees may be sent home or advised not to report to work. In the event this occurs, then the City Administrator may decide to designate the hours missed by an employee who is sent home or advised not to report as paid hours. If there is inclement weather and City buildings do not close, then permission may be granted from an employee's supervisor to leave for the day or to arrive late, for which employees may use benefit time for substitution of pay or make up the time within the same pay period with approval of the supervisor. With the City Administrator's approval, the employee may take the time unpaid.

4.9 Dress Code/Appearance and Demeanor

Visitors, citizens and customers can form a long lasting impression about the City of De Pere on the basis of appearance of staff. Although the City recognizes a general business casual working environment for administrative professionals, appropriate attire depends on the degree of public contact, nature of work and safety issues. The dress code for Monday through Thursday is normally business casual. The dress code for Friday is normally casual. While the decision on what is appropriate to wear is the responsibility of each employee, management reserves the right to determine appropriateness of

disputed attire. See **Addendum I** for the complete Dress Code/Appearance and Demeanor Policy.

4.10 Ethics/Conflict of Interest

Employees are expected to comply with all provisions of the City's Ethics Code and Policy. Failure to comply with this policy may result in discipline up to and including dismissal. See **Addendum J** for the complete Ethics Code and Policy.

4.11 Outside Employment

No employee shall undertake outside employment or other business activities that would interfere with his or her City work responsibilities. While employees may engage in other work activities, it is expected that such activities shall not have a negative impact on the employees' City work efforts, responsibilities and performance. Employees who wish to engage in outside employment must first obtain approval from their supervisor and complete a Waiver Request Form. If such negative impacts occur and are noted, the employee will be required to relinquish such outside employment or employment with the City. See **Addendum K** for the Outside Employment Waiver Request Form. This request must be submitted to the department head at least two business days before the employee accepts outside employment.

4.12 Confidentiality

City employees and officials are required to keep confidential any and all information regarding City operations and activities that is not part of the public record and employees shall keep official agency business confidential. They shall not impart such information to anyone except those for whom it is intended, or as directed by their supervisor. No employee shall speak on behalf of the City unless authorized to do so by the employee's supervisor. Any and all information that is discussed or disclosed in closed session must and is required to remain confidential until a legally appropriate public release.

4.13 Political Activity

All political activity by City employees is prohibited while the employee is on duty. All off-duty political activity which interferes with an employee's job duties/work performance or the job performance of other employees is prohibited. No political activity is to take place during work time, using City resources, or on or in City facilities, other than a room that is rented from the City under regular procedures for personal use. No employee of the City may directly or indirectly use the authority or the influence of his or her position to unduly influence the political convictions of another person.

4.14 Solicitation

The solicitation of employees or distribution of materials to employees can often interfere with normal operations of the City, reduce employee efficiency, annoy employees and

citizens, and pose a threat to security. For these reasons, the City limits solicitation and distribution on its premises.

- a. Solicitation by Non-Employees Prohibited. Individuals who are not employees of the City are prohibited from soliciting or distributing materials to employees or on City premises. This includes soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services (except by representatives of vendors or potential vendors as authorized by the City), or any other similar activity. All visitors are strictly prohibited from entering non-public areas unless a supervisor grants permission.
- b. Limited Solicitation. Employees may engage in limited solicitation and distribution of materials to other employees on the premises, subject to the following guidelines.
 - i. Solicitation or distribution of materials is prohibited during the working time of either of the individuals making or receiving the solicitation or distribution. “Working time” does not include an employee’s authorized lunch or break period. Distribution of literature in a way that causes litter on City property is prohibited.
 - ii. Off-duty employees may not return to the premises to solicit or distribute materials to employees.
 - iii. Bulletin boards, newsletters and other City-provided group communication systems are maintained solely for the City to communicate information to and from employees, post notices required by law, and for other work-related purposes. Posting of unauthorized notices, photographs or other printed or written materials on those bulletin boards or other communication systems is prohibited.
 - iv. The City may authorize a limited number of fund drives by employees on behalf of charitable organizations. Employee participation in such drives is completely voluntary. As a part of those charitable fund drives, the City may permit a representative from the charitable organization to make a presentation to employees. Employees seeking authorization for such a charitable fund drive should contact the City Administrator’s Office. Unfortunately, the City cannot allow employees to collect city-wide for charities due to the vast amount of charities that may desire that opportunity.
 - v. Any solicitation for non-City purposes (e.g., selling candy bars for the employee’s son’s school) must have prior approval from the employee’s supervisor.

4.15 Workplace Searches

It is the City's intent to provide its employees, during the course of their employment, with access to and the use of various City property for the purpose of conducting business for the City. The City may under certain circumstances access its property with or without the prior consent or knowledge of the employee. City property and assets are to be used judiciously by employees at all times and only in the manner for which the City intends them to be used. City property is not to be used illegally. Employees are expected to maintain their work spaces in a clean, orderly and professional manner. Employees are required to report to their supervisor any suspected misuse or abuse of City property. Employees found to be abusing or misusing City property will be subject to discipline, up to and including termination.

All work product, paperwork, computer files, passwords, products, and customer calls or interactions belong to the City. All employee work is always subject to review by management. In addition, business equipment, including computers, desks and lockers, are also be subject to search by authorized City personnel. Any City property issued to employees must be returned at any time upon request of the City and at the time of separation of employment.

Employees and others are encouraged to exercise care and attention in safeguarding personal property brought to the workplace and are advised not to bring excessive amounts of cash or other valuables into the workplace. Such items should not be left unattended or in plain view. The City does not assume liability for the loss, theft or damage of personal property brought to the workplace. Employees are encouraged to report to their supervisor any suspected use of personal property in an improper manner on City premises.

The City reserves the right to access, replace or utilize any property without prior permission of the employee to whom it was provided. Circumstances warranting a need to access property in the employee's absence include, but are not limited to, the following:

- The City has a need to search for business items or information that are immediately needed.
- The City is complying with applicable laws regarding review and disclosure of records and information.
- The City has reasonable cause to believe that the employee is engaging in illegal or improper activities, in conjunction with committing a violation of City policy, rules or expectations of conduct, or in a way that may jeopardize the health and well-being of others.

Under these circumstances, employees are expected, upon the request of the City, to submit to a search of any personal property brought onto the City's premises to the extent permitted by law. This includes, but is not limited to, clothing or personal baggage/containers in the employee's possession on City premises.

The City reserves the right to question employees and all other persons who enter and leave City facilities and properties, and to inspect packages, parcels, carrying cases, possessions, clothing, lunch buckets, coolers and other articles carried to and from City properties when public health, safety, welfare or suspected illegal activity require.

4.16 Sexual and Other Unlawful Harassment, Discrimination or Retaliation

It is the policy of the City that all employees have the right to work in an environment free from all forms of harassment, discrimination and retaliation. The City will not tolerate, condone or allow harassment, discrimination or retaliation by any employee or non-employee who conducts business with the City. The City considers harassment, discrimination and retaliation of others to be forms of serious employee misconduct. Therefore, the City shall take direct and immediate action to prevent or end such behavior and to remedy all reported instances of harassment, discrimination and retaliation. A violation of this policy will result in discipline up to and including dismissal. Employees can report harassment, discrimination and retaliation to their immediate supervisors, department heads, or directly to the Human Resources Director, the City Administrator, or the City Attorney. Employees should review and follow **Addendum L** for the Sexual and Other Unlawful Harassment Policy.

4.17 Workplace Violence

The City is committed to preventing workplace violence and to maintaining a safe work environment for its employees. All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times.

Employees shall not make threats or engage in violent or potentially violent behaviors, including, but not limited to:

- i. Horseplay, fighting or other conduct that may be dangerous to others;
- ii. causing injury to another person;
- iii. making threatening remarks;
- iv. aggressive or hostile behavior;
- v. intentionally or carelessly damaging property;
- vi. possession of unauthorized weapons, firearms or other dangerous or hazardous devices or substances on City property, buildings or vehicles/equipment, or while conducting City business (secured and locked firearms in personal vehicles are exempt); or
- vii. conduct that threatens, intimidates, coerces or otherwise bullies another person.

Conduct that is viewed as a threat to another employee, a customer or a member of the public at any time, including off-duty periods, will not be tolerated. This includes all acts or threats of physical violence, including intimidation, harassment and coercion.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to the employee's immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors or other members of the public. Any suspicious individuals or activities should also be reported in a manner that does not place the employee or others in peril. When reporting a threat of violence, the employee should be as specific and detailed as possible. Employees who reasonably believe the safety or security of themselves or others is threatened should contact law enforcement.

The City will promptly and thoroughly investigate all reports of threats or actual acts of violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. Employees are encouraged to bring their disputes or differences with other employees to the attention of their supervisors or the Human Resources Director before the situation escalates into potential violence.

4.18 Conceal and Carry Prohibition

No employee may carry any weapon or firearm during the course of performing duties with the City or store any weapon or firearm in City-owned vehicles or equipment. "Weapon" shall be as defined in Wis. Stat. § 175.60(j) and "firearm" shall be as defined in Wis. Stat. § 167.31(1)(c). The only exception to this policy is for sworn law enforcement officers. In addition, Ordinance #11-13 and Resolution #11-79 shall contain specific definitions and enumerating places where carrying firearms and weapons is prohibited. **Addendum M** details definitions and regulations within the Conceal/Carry Prohibition Policy.

4.19 Drug and Alcohol Testing Policy

It is the City's desire to provide a drug-free, healthy and safe workplace. To promote this goal, all employees are required to report to work in appropriate mental and physical condition. Employees may not manufacture, distribute, dispense, possess, use or be under the influence of alcohol, an illegal drug, or a controlled substance while in the workplace.

As part of its efforts to maintain a drug and alcohol-free workplace, the City has implemented a Drug and Alcohol Testing Policy. This program is designed to help reduce alcohol and drug-related accidents and injuries. Employees who are required to maintain a Commercial Driver's License ("CDL") for their position and employees in safety sensitive positions may be subject to random drug and alcohol testing. Any employee may be subject to testing when there is reasonable suspicion that the employee is under the influence of drug and/or alcohol or as permitted by law and City policy.

All employees must notify the Human Resources Director of any drug conviction no later than five days after such conviction.

All employees required to have a valid driver's license, must notify the Human Resources Department in the event that their license is suspended or revoked, for any reason.

Employees with questions or concerns about substance abuse or dependency are encouraged to use the resources of the Employee Assistance Program for short-term assistance and referrals. **Addendum N** has the complete Drug and Alcohol Testing Policy.

4.20 Smoking

Smoking is prohibited in the workplace as well as in any City building, vehicle or equipment. City of De Pere Code 1974 § 21.12 De Pere Municipal Code states, “No person may carry a lighted cigar, cigarette, pipe, or any other smoking equipment in any enclosed indoor area of any city building.” No smoking is allowed in interior areas of a City building, within 20 feet of an access point to a City building, in City vehicles, or when an employee is interacting with a member of the public in his or her capacity as a City employee. Employees may only smoke on breaks, in designated areas, if applicable, and may not smoke while working.

4.21 Use of Vehicles and CDL Requirements

The City has many employees who at one time or another will use their own vehicle for City business or will use City vehicles for work-related business. City employees will be reimbursed for mileage on personal vehicles for authorized City business at the current IRS rate. Employees are responsible for the efficient and safe operation of the City vehicle, the observance of all traffic laws and communicating with management regarding any accidents or traffic violations. Employees who either use their personal vehicle for City business or use a City vehicle are required to promptly inform the City of any changes concerning their driver’s license, including suspension or revocation. The City may conduct annual DMV checks on all full and part-time employees who drive City vehicles or drive their own vehicle for City business to ensure the safe and legal handling of City vehicles. Smoking and the use of smokeless tobacco products are prohibited in all City-owned vehicles. It is the responsibility of the employee whose position requires a CDL to obtain, maintain and report on the status of the CDL. See **Addendum O** for the complete Use of Vehicle and CDL Requirements Policy.

4.22 Uniforms, Tools and Safety Equipment

Employees will typically be supplied with tools and safety equipment necessary to do their jobs in a productive and safe manner. Hardhats, non-prescription eye protection, coveralls, safety vests, uniforms, and many other items will be made available to those employees whose positions warrant them. The need for personal protective equipment will be determined by the department head. In some cases a uniform allowance and/or tool allowance will be provided. See the Dress Code/Appearance and Demeanor Policy **Addendum I**.

4.23 Bulletin Boards

Bulletin boards are provided to inform employees of important developments from the City that will affect the employee or his or her job. Bulletin boards are used by the City to communicate information to employees and post notices required by law. Employees shall secure prior authorization before posting any notices on bulletin boards. Since

work-related notices of interest and importance regarding City business are posted on the bulletin boards, the City requests all employees to check the bulletin boards periodically.

DRAFT

5. TECHNOLOGY USE

5.1 City Electronic Resources

The City's computers, networks, programs, hardware, software, electronic communication devices (like phones and cell phones) and tools, other technology, and the Internet (collectively, "technology") are intended as tools for the City to serve the public and are provided so employees may better perform their job-related responsibilities. Inappropriate use can adversely affect the City, interfere with the work of its employees, increase its costs, and even expose the City to damage, liability and security risks.

In order to protect the interests of the City, the City reserves its right to monitor all use by employees of technology. No employee should expect privacy or secrecy in the use of technology. Employee use constitutes acceptance of the City's monitoring and disclosure of the employee's use. Use of the City's property and technology can be limited by the City at any time for any reason. The City may consent to the disclosure of information from use of technology or any other property, and the City may authorize a law enforcement agency to search or review the City's technology or property, and the City may use such information for its intentions and purposes.

The work of the City and the public always comes first. Unnecessary or excessive use by one person may tie up equipment or limit the ability of others to have access. Use leaves a record of the City name and the user's identity on the technology and at every Internet site visited, and may result in unwanted or inappropriate return e-mails, solicitations, viruses and other harmful items. See **Addendum Z** for the Technology Use Policy.

If an employee has a question about whether a particular use of the City's technology or property is proper, then he or she should consult his or her supervisor before engaging in such use.

6. COMPENSATION

6.1 Payroll Period/Payday

The payroll period is two weeks beginning on Saturday morning and ending on the second following Friday. Payday is normally on the Friday following the end of the payroll period, except that POC firefighters are normally paid on the second payroll of each month. Payroll is made through direct deposit to the employee's account at the participating financial institution of his or her choosing. No paper payroll checks will be distributed. If payday falls on a holiday, payroll will normally be directly deposited on the last workday preceding the holiday. Employees will receive a notice of their direct deposit. It is the employees' responsibility to ensure their payroll is successfully deposited. Employees shall promptly report any errors or issues with their direct deposit to their supervisor and to payroll.

6.2 Time and Attendance

All employees shall be in attendance at their regular work stations and be ready to perform their job duties at the designated start time. See Section 2.2f for information on recording time worked.

6.3 Overtime

When City operating requirements or other needs cannot be met during regular working hours, then a supervisor may decide it is necessary for employees to work overtime. All overtime work will be based on the department supervisor's authorization. Designation of an employee to work overtime may be based on factors such as skills, experience, qualifications and ability to respond in a timely fashion. No overtime shall be performed without prior supervisory authorization. Only non-exempt employees will be paid overtime.

Overtime Payable as Wages. Unless otherwise defined, a standard workweek is Saturday through Friday. Sworn law enforcement officers and firefighters may have a longer work period as permitted by law. Overtime compensation is paid at a rate of time and one-half the hourly rate of pay for non-exempt (except those exempted by FLSA i.e. seasonal recreational employees) employees who physically work in excess of 40 hours in a workweek. Vacation, sick leave, compensatory and other paid leaves will not be considered as time worked for the purpose of computing overtime pay. Call in pay may be paid differently. See Section 6.6 Call Back/Minimum Call In. Paid time off for recognized holidays when the City is closed for business will be considered time worked for the calculation of overtime. Employees working on an actual or recognized holiday will receive two times their rate of pay for hours worked, regardless of the actual hours physically worked during the workweek.

6.4 Compensatory Time

In lieu of overtime pay and with supervisory approval, non-exempt employees may earn compensatory time (comp time) to take at a later date. Compensatory time is earned at

the rate of one and one-half hours for every hour worked above 40 hours. Compensatory time may be accumulated to a cap of 80 total hours earned between December 1 and November 30 of the following year. Any compensatory time not taken by November 30 shall be paid to the employee that year and cannot be carried forward to a succeeding year. Employees shall request to accrue and use compensatory time which may be granted by the employee's supervisor based upon operational needs and applicable law. The City reserves its right to pay out compensatory time at any time during the year.

In recognition of work performed for exempt employees over and above the normally scheduled hours of work, the Finance/Personnel Committee may provide for such employees to receive administrative time. The Committee may provide a set number of hours for an employee or a position based upon the duties, workload or other factors decided by the Committee. The policy is reviewed annually and, if there are unusual conditions that occur during the year, then those factors may be considered. The maximum number of hours the Committee may grant to a position or employee is 40 hours per year. No payment shall be made for accrued but unused administrative time upon dismissal of employment for exempt employees. Administrative time must be used by December 31st each year. Unused administrative time does not carry forward.

6.5 Longevity Pay

Regular full-time employees receiving wages for hours actually worked or who are using approved leave such as vacations, holidays, sick leave, emergency leave, jury duty, FMLA or military leave, or who are on workers' compensation leave, shall receive additional compensation as Longevity Pay, beginning the first month after qualification of such Longevity Pay as follows:

1. After completion of five years of continuous service – \$20.00 per month.
2. After completion of ten years of continuous service – \$30.00 per month.
3. After completion of 15 years of continuous service – \$35.00 per month.
4. After completion of 20 years of continuous service – \$40.00 per month.

An employee must work for the City or receive accrued paid leave for no less than 80 hours during the calendar month to be eligible to receive Longevity Pay for that month.

The Longevity Pay program will be discontinued for employees hired after January 1, 2014, or for new employees not yet qualified as of January 1, 2014. As of January 1, 2014 those employees receiving longevity pay will be frozen at their current rate and will not continue to progress with years of service.

6.6 Call Back Time/Minimum Call In Time

Occasionally, a non-exempt employee may be asked to report to work after his or her scheduled shift is completed for the day or called to begin work prior to the start of the scheduled shift. If the employee is asked to report for work at the worksite then the

employee may be eligible to receive pay for a minimum of two hours at time and one half (paid at double time on holidays and observed holidays) regardless of the actual time worked, up to two hours. Call in pay is not applicable to situations in which regular work hours have been changed or when an employee works beyond his or her normal quitting time. Employees are subject to call in at any time, day or night. The City's decision as to whether an employee should receive the two-hour call in pay shall be final. Employees are required to perform any call in responsibilities in the most efficient manner possible in the interests of the City. Employees are required to keep accurate time records of time worked for purposes of determining call in compensation. Employees must respond to calls from the City and if accepting the call in must respond to the job site within 30 minutes of receiving the call. If an employee is called on the telephone, but it not required to come into work, the employee shall be paid for all hours worked with a minimum of 1 hour at straight time (paid at double time on holidays and observed holidays). Employees that have a City vehicle at home will be paid from the time the call is received. All other employees are paid from the time they arrive at the work site.

6.7 Position Reclassification

City employees are provided with an opportunity to have their current positions evaluated for possible reclassification. To be eligible for an evaluation, a position must be able to show that reoccurring and substantiated responsibilities above and beyond previous job duties are actually being performed.

To request a reclassification, the employee should contact the Human Resources Department for forms to be completed. The department head will conduct a departmental review of the reclassification request and will determine, in writing, if the request is an accurate reflection of the positions' responsibilities. The department head refers the request and his or her review to the Human Resources Director and the City Administrator. If a reclassification is recommended by the City Administrator, then it will be presented to the Common Council for a final determination.

6.8 Acting Duty

Some vacant positions may require an interim appointment to be made by the City Administrator in order to continue effective operations of the department. Employees may be assigned the interim position to assist in carrying out those duties which must be continued. If it is determined by the City Administrator that the additional assignment warrants additional pay, then such pay may be made retroactive to the day the interim position is designated to begin. Not all interim assignments warrant additional pay. If it has been determined that the assigned duties have a value at or below the employee's regularly duties, then no additional pay will be granted.

6.9 Merit Pay/Performance Evaluation

The public expects high quality service from City employees that is delivered in a manner in the interests of the City, the public, and the efficient and effective use of resources.

The City expects all employees to perform their job duties at a level which exceeds the expectations of its citizens. As the City has limited resources available, it must only employ individuals who are committed to and capable of providing those quality services.

The City will evaluate employee performance. Annual evaluations are an important part of ensuring the City is employing the right people to work for its citizens. Periodic evaluations are an opportunity to let each employee know how he or she is performing, how performance may be improved, and for supervisors to receive input from the employee concerning training, supervision or any job difficulties that may be occurring.

The Merit Pay Program is used to promote employee morale and whose disbursement is determined by the results of an Annual Performance Evaluation. **Addendum Q** outlines employee eligibility, merit pay formulas and distribution schedules of the Merit Pay Program.

6.10 Compensation Policy

The City of De Pere believes in providing fair and equitable compensation for its employees, such that it will be highly competitive with comparable municipal organizations in the State of Wisconsin.

- a. Objectives. The City has adopted this compensation policy to
 - i. attract and retain well-qualified employees;
 - ii. provide incentives and motivate employees toward higher performance to achieve the City's short and long-term goals;
 - iii. communicate the organization's expectations regarding different rates of pay;
 - iv. maintain competitive pay levels within the City's limited resources and state-imposed expenditure caps; and
 - v. ensure the consistent administration and application of its compensation policy.
- b. Program. Newly Hired employees may be placed administratively anywhere in the assigned range. In determining an appropriate starting rate, consideration shall be given to the experience, education, previous earnings of the candidate and other job-related factors. Hiring above the range minimum requires the approval of the Human Resources Director and City Administrator.
 - i. Step Movement. Employees below the range Control Point shall advance the equivalent of one step a year until they reach the Control Point. These increments shall be based upon measured performance that at least meets expectations and shall be in addition to any other general yearly cost of living wage adjustments approved by the Finance/Personnel Committee.
 - ii. Yearly Adjustments. Yearly cost of living wage adjustments may be provided as approved by the Common Council during the budget process

unless not warranted based on individual performance as determined by the City Administrator with supervisory input. The same percentage general increases shall apply to the range unless there is reason to consider a change in the established range.

- iii. Review of Plan. Pay grade ranges, classifications, and internal pay compensation issues will be reviewed on an as needed basis, but at least every 5 years, in order to properly reflect both the external municipal job market and internal pay equity. A yearly summary of the plan's performance shall be completed by City Administration and report given to the Council.
- iv. Performance evaluations will be conducted each year and employees will be considered for merit pay.

- c. Changes in Pay Grade. Considerations for change in pay grade can be initiated by the employee, department head or Finance/Personnel Committee. If initiated by an employee, the department head will be requested to submit documentation for presentation to the Finance/Personnel Committee as to whether request of employee for change in pay grade is warranted. A change in pay grade will only be considered if the employee's duties have changed sufficiently to warrant a reevaluation.

6.11 Change in Hours

When employment status changes from full-time to part-time, or vice versa, the benefits that employee has already accrued will remain the same, and future accrued benefits will be earned at the new percentage of employment, prospectively.

6.12 FLSA Safe Harbor Policy

The City desires to avoid errors in and improper deductions from wages owed to each employee. If an employee believes an error has been made, then the employee should inform the Human Resources Director immediately. The Human Resources Director will take the necessary steps to research the problem and to assure that any necessary correction is promptly made.

The City has created this Safe Harbor Policy for employees who are classified as exempt under the Fair Labor Standards Act (FLSA). See **Addendum AA** for the FLSA Safe Harbor Policy.

7. TIME OFF AND TIME AWAY FROM WORK

Unless specifically stated otherwise, the paid time off benefits in this Section only apply to regular full-time employees. Regular part-time employees may be eligible to accrue and use paid time off for sick leave, vacation, holidays, floating holidays, and funeral leave. Paid time off for part-time employees is accrued or applied in a prorated manner based on the average number of hours worked compared to a regular full-time employee (a 40-hour workweek) and as determined by the Human Resources Department. The determination of the Human Resources Department as to the amount subject to accrual shall be final. For purposes of determining the amount of leave available, a “day” for a regular full-time employee means eight hours, and a “day” for a regular part-time employee is a prorated amount based on a 40-hour workweek and as determined annually by the Human Resources Department. In order to be eligible for paid time off, the regular part-time employee must be scheduled to work on the workday subject to the paid time off (for example, scheduled on the recognized holiday in order to be eligible for paid time off for that holiday). Temporary or seasonal employees and POC firefighters shall not be eligible for any benefits contained in this Section unless specifically provided for herein.

7.1 Sick Leave

All full-time employees and part-time employees on a prorated basis shall accrue one day per month of sick leave. The maximum sick leave accrual is 120 days, except as provided in bargaining agreements. Employees who have accumulated sick days in excess of 120 days (not to exceed 150 days) as of January 1, 2009, shall have such balance as their maximum accumulated sick leave balance. Accrual begins on the first day of the month following an employee’s start date. Sick leave may only be used with approval when an employee is too sick or injured to perform the employee’s job responsibilities, when the employee must seek medical attention or for the purpose of visiting doctors, dentists or other recognized medical practitioners when those appointments and procedures cannot be scheduled outside the scheduled workday, or when the employee’s attendance is necessary for caregiving purposes for an immediate family member who is suffering from a serious illness or injury. An immediate family member is a spouse, child (in-law or step), and parent. If another family member can attend to the needs of the immediate family member, then the employee most times are expected to report for duty and fulfill his or her responsibilities unless otherwise permitted by law. Employees shall make every effort to schedule medical and dental appointments outside of the scheduled workday. The City may request verification of illness or medical or dental appointments.

When an employee needs to use sick leave, the employee must immediately notify his or her supervisor (or designated representative) as soon as the need to be absent is known. The employee must speak or leave a message with the supervisor and indicate the nature of his or her illness or injury or need for leave, the date the injury or illness commenced, the job responsibilities the employee is unable to perform, if applicable, and the expected duration of the absence and, if applicable, the need for the employee’s attention to an immediate family member. If the need for absence occurs during the workday, then the employee must follow this same procedure. Supervisors must also be contacted on each additional day of absence except during extensive absences with an expected end date.

The complete Sick Leave Program and Policy is included in **Addendum R**.

7.2 Vacation

As of January 1, 2014, employees currently receiving 26 days of vacation will continue to earn 26 days per year. All other employees are capped at 25 days.

Full-time previously represented employees shall accrue vacation as follows:

Years of Employment	Vacation Allotment
1 year	5 days
2 years	10 days
5 years	15 days
10 years	17 days
15 years	20 days
20 years	22 days
25 years	25 days

Non-union sworn public safety employees follow the public safety union vacation schedule.

Full-time previously non-represented employees shall accrue vacation as follows:

Years of Employment	Vacation Allotment
Hired	1 week prorated if start date is not January 1
January 1 after start date	2 weeks effective January 1
After 5th year	15 days
After 10th year	17 days
After 15th year	20 days
After 20th year	22 days
After 25th year	25 days

Part-time employees receive a prorated vacation accrual, based on average hours worked in the previous calendar year. The Human Resources Director or designee, has the ability to negotiate up to 3 weeks of vacation for new hires when necessary.

All vacation time must be scheduled with the approval of the employee's supervisor or department head. Management reserves the right to schedule vacation and to deny scheduled vacation in order to meet operational needs.

The process and procedure for vacation selection and staffing levels shall be left up to the individual departments and it will be decided by the department head(s).

Vacation selection may be scheduled based on seniority. If vacation is selected based on seniority, the following should be followed:

Round 1: The employee with the most City seniority will be allowed to pick up to one full week or up to 3 individual days and then passed based on seniority to the employees.

Round 2: The employee with the most City seniority will be allowed to pick up to one full week or up to 3 individual days and then passed based on seniority.

Round 3 & Additional Rounds: The employees with the most City seniority will be allowed to select up to 3 individual days and then passed based on seniority.

After the rounds are completed, vacation shall be on a first come first serve. Half day holiday are considered a “day”. The department head may change their department policy/procedure where less days can be selected in each round; however, not more.

If an employee becomes ill or injured during a scheduled vacation, then the employee is still considered on vacation. However, exceptions can be made for extraordinary circumstances as determined by the Human Resources Department. To qualify for an exception, the injury or illness must be serious, sudden and unexpected (e.g., hospitalization). The employee must have been otherwise available to work from his or her permanent residence in order to qualify to change vacation time to sick leave. Approval of the change is required by the Human Resources Department when or as soon as possible after, such illness or injury arises and written medical verification is submitted.

Unused vacation of up to five days per year may be carried forward in any given year, but must be used in the subsequent year such that the maximum amount of vacation available is the employee’s current year accrual plus five days. Any vacation not used will not be paid out. Any employee accruing more than the amount provided above based upon years of service shall continue to receive his or her current accrual; however, future increase in accruals shall be based upon the above chart.

Employees hired prior to December 31, 2013 who were hired under the MEA and Engineering collective bargaining agreement, receive their vacation accrual on January 1 of each year based upon the number of months worked in the prior year. On the last day of employment, the employee receives payment for his or her current balance of accrued vacation plus the vacation earned but not yet received for the last year of employment. All employees hired after January 1, 2014, receive their vacation accruals on January 1 of the year in which it is accrued and their vacation is prorated in the first and last years of employment. In the event an employee on this accrual method ends employment and has used more vacation than has been earned, then the deficit shall be paid back to the City and shall be deducted from the employee’s last paycheck as a wage overpayment. The City Administrator shall have the ability to award an employee up to an additional five days of vacation per year as an appreciation for something extraordinary the employee did, e.g., worked many additional hours on a project, or filled in for a significant period of time in someone’s absence for which they did not receive additional pay.

7.3 Vacation Donation

When an employee or his or her family member has a serious health condition requiring excessive amounts of time off work, other co-workers may wish to donate their unused vacation. The benefit of this policy is that it creates a family-like, team environment and mutually benefits the donor and the recipient.

- a. The employee must provide certification of a serious health condition to the City, usually through forms already created for FMLA.
- b. The employee must have exhausted all of his or her own available paid time off, not be receiving any other City-paid benefits during this period of time and not be eligible for other voluntary or other disability benefits during this time (except health and dental benefits while on FMLA, if applicable).
- c. Employees who have exhausted all available earned time off may request consideration for donated vacation from other employees by completing the Employee Request for Consideration of Vacation Donation form in **Addendum S**.
- d. Provided there is no other pay being issued to the employee, the Human Resources Department will post the request in the work area of the employee.
- e. All co-workers wishing to donate unused vacation or discretionary time may do so confidentially by completing the Request to Donate Vacation form, also found in **Addendum S**.
- f. Up to a maximum of 60 workdays will be accepted from all donations, and no more than 40 combined hours may be donated by any one employee.
- g. The Human Resources Department will notify the Finance Department to issue the transfer of hours and will notify the employee of the transaction.
- h. Donated vacation time will be based on hour-for-hour transfers based on the donor's current rate of pay. Any unused donations will be credited back to the donor if the recipient returns to work prior to using the donated time, which is based on a first-donated, first-used basis.
- i. Leave donations are not tax deductible.

7.4 **Holidays**

Employees are afforded the following holidays as paid holidays: January 1, Memorial Day, July 4, Labor Day, Thanksgiving Day, Day after Thanksgiving, December 24 and December 25.

Floating Holidays. Employees have four floating holidays to use throughout the year which are earned in a pro rata manner across the year.

If an employee's employment is terminated for any reason after the holiday or holidays are taken but before the same are earned, then the employee shall be required to reimburse the City for such holiday pay and that amount shall be withheld from the employee's final wage payment as a wage overpayment.

When any legal holiday listed above falls on a Sunday, then the following day will typically be considered a recognized holiday; if the legal holiday falls on a Saturday, then the previous day will typically be considered a recognized holiday. In those departments where service is necessary on the otherwise recognized day, then the department heads or supervisors, upon approval of the City Administrator, may designate that certain employees of their departments consider Friday as the recognized holiday and other employees will consider Monday as the recognized holiday. To receive holiday pay, employees must be employed at the time of the holiday and work or use paid time off the workday before and workday after the recognized holiday.

7.5 Voluntary Unpaid Leave Program

In order to reduce City expenses, a voluntary unpaid leave program for regular full-time and part-time employees exists. The maximum amount of authorized voluntary unpaid leave is five days per year for full-time employees and a prorated amount for part-time employees. For those employees who work 24-hour shifts, the maximum amount of authorized leave is two workdays. The days do not need to be taken at one time and can be requested to be taken intermittently throughout the year. The Voluntary Unpaid Leave Program is in addition to and not related to the Unpaid/Paid Leave of Absence program in Section 7.12. **Addendum T** details the Voluntary Unpaid Leave Program's process and procedures.

7.6 Family Medical Leave Act (FMLA)

The FMLA entitles all employees who have worked for the City for at least 1,250 hours in a 12-consecutive month period, to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Anytime an employee is absent from work for more than three consecutive days for a serious health condition they must apply for FMLA. This hold true even if the employee is using sick leave for their absence. **Addendum U** details the City's Family Medical Leave Policy and Application for Leave.

7.7 Military Leave/Call to Active Duty

Employees who are members of the National Guard or Military Reserve will receive differential pay for up to ten days of military training or leave each year due to missed work. Upon presentation of satisfactory military pay verification data, employees will be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty. Benefit and leave accruals will continue as usual during this leave.

All hours that would have been worked had the employee not been called to military duty will be reported to the WRS if required under applicable state and federal law. Upon return from military leave, employees will be provided with a USERRA Certification form. This form allows the employee to receive WRS service credit for the period of time when on a military leave of absence, and also gives the employee the choice to make

up, some, all or none of the WRS employee-required contributions, from the date of the military leave of absence, within a time period of three times the length of service, up to a maximum of five years.

All employees who are called to active military duty will be placed on a “leave without pay” status. When the assignment with the military is complete, employees will be reinstated to their former position, or in some cases, a comparable position, provided they are physically capable of performing the job and have completed the tour of duty within a leave period required by state and federal law. Employees will also retain their pay level, unused leave balances, and any salary adjustments that may have occurred while on active duty. USERRA and state law rights include the right of any individual who is absent from employment because of a uniformed service obligation (in the Armed Forces, Military Reserves, or National Guard) to reemployment and all concomitant benefits as long as the following prerequisites are met:

- a. If the individual was discharged, the discharge was honorable.
- b. The individual provided without delay advance notice for the leave, except when advance notice is not possible due to military necessity.
- c. The leave did not exceed the maximum total absence of five years from the City.
- d. The individual has timely applied for reemployment. What is timely depends on the length of the service, as follows:
 - i. Service less than 31 days: The individual must notify the City of his or her return at the start of the next regularly scheduled work period, after having been home eight hours.
 - ii. Service 31 to 180 days: The individual must submit an application for reemployment not later than 14 days after completion of the uniformed service.
 - iii. Service more than 180 days: The individual must submit an application for reemployment not later than 90 days after completion of the uniformed service.

If an employee receives notice that he or she will be taking military leave, then the employee must contact the employee’s department head as soon as possible to discuss the leave.

COBRA provides military personnel an opportunity to continue health insurance coverage, at their own expense, for 24 months beyond the call to active duty. Life insurance can also be continued for up to 36 months, at the service member’s expense. Disability insurance will end the last day of the month in which a service member is called to active duty and may be reinstated upon his or her return to work.

7.8 Jury Duty

The City may grant employees a leave of absence, without loss of time and service, for the period of any jury duty. Employees who receive notification to serve on a jury must immediately notify their supervisor. The City will pay the difference between the regular full-time employee's regular pay and jury duty fees received. It is required that employees present authorized evidence of jury duty attendance and the amount paid. The employee will provide documentation to the City's designated payroll agent of the amount paid for jury duty (not to include meal and travel expense). Employees must return to work on any day when jury duty dismisses prior to the end of the employee's scheduled work time.

7.9 Voting Leave

When employees' work schedules are such that they would not be able to vote prior to, or after their regular work hours, an employee will be granted up to three consecutive hours of unpaid time off to vote. Requests for the time off should be submitted to the supervisor at least two working days prior to Election Day. Employees who choose to take time off to vote must use any available leave time before leave without pay can be taken. With their supervisor's approval, firefighters may vote during working hours after their normal core shift.

7.10 Furlough

This policy applies to City employees subject to unpaid furlough days under a mandated furlough plan approved by the Common Council. To ensure continuity of operations and to maintain adequate levels of public service and avoid overtime, the City retains the right to schedule furlough days for City staff. Employees will be informed of the implementation of any approved mandated furlough plan by the City Administrator. For more information on how furlough days may affect accrual of benefits and deductions, see **Addendum V** for the City's complete Furlough Policy.

7.11 Funeral Leave

An employee will be allowed a maximum leave with pay for the following:

5 days: spouse or child

3 days: parent, guardian, step-child or domestic partner

2 days: sibling (& step), parent in-law, step parent, grandparent, or grandchildren

1 day: sister or brother in-law, aunt or uncle

7.12 Unpaid Leave of Absence

Leave without pay may be granted when it is in the best interests of the City and the employee to do so. Requests for an unpaid leave of absence must be considered prior to the taking of such leave by the City Administrator and the department head. Unpaid leaves will typically not exceed 60 working days unless required by law. When such leave is requested as an extension of family and medical leave, an acceptable physician's certificate shall be included and must be approved by the Finance/Personnel Committee. A leave of absence

for illness shall not be granted unless an employee has exhausted all available family and medical leave and all accumulated leave time. No credit toward vacation or sick leave shall be earned while an employee is on leave without pay. Insurance may be retained if the entire premium is paid monthly by the employee during calendar months that the employee is off the payroll for the entire month. The City will continue to pay the insurance premiums in the manner provided to the employee prior to the leave during calendar months that the employee is on the payroll for any portion of the month. A return to work at an earlier date than scheduled may be arranged by the supervisor and employee. Employees on leave of absence from the City may not be actively working part-time or full-time elsewhere during the leave of absence. An employee who is unable to return on the scheduled date may submit a request for extension of the leave of absence. If, on the date following the approved leave of absence, an employee has not returned to work and no extension was granted, then the employee shall be considered to have voluntarily resigned.

7.13 Workers' Compensation

The City provides workers' compensation coverage for all employees injured while performing job duties. Employees shall report all injuries to their supervisor or department head as soon as possible. A Report of Occupational Injury Exposure or Illness needs to be completed before the end of the shift in which the injury occurred. See Section 11.1 Safety Policy for more information.

Upon a work-related injury or illness, the employee shall immediately report the accident to his or her supervisor and complete an Injury Report. When seeking medical treatment, the employee shall inform the physician that he or she has a work-related injury and that all bills and doctor's notes must be sent to the City's payroll department for consideration.

All medical appointments should be scheduled before or after work to the extent possible. When missing time from work due to a work-related injury, the employee must provide medical documentation from his or her health care provider, as well as an FMLA Leave Request Form. Leave taken for work-related illness or injury is also counted against the employee's annual FMLA entitlement. A return to work slip from the treating physician must be provided to the employee's supervisor directly following the physician visit. When an employee is able to return to work, medical documentation releasing him or her back to work with or without restrictions must be given to the supervisor. The supervisor will keep a copy and forward a copy to the Human Resources Department.

Prescriptions should not be paid for by the health insurance card. Instead, the employee should inform the pharmacy that it is a work-related injury and that the prescription will be paid for by the employee. Receipts should be forwarded to payroll for reimbursement. The City does not approve medical procedures or treatments; it is the responsibility of the workers' compensation insurance carrier.

Workers' compensation insurance provides salary compensation to employees who are injured while performing their work duties after such employee has missed four

consecutive calendar days of work. The employee will use sick leave until his or her workers' compensation benefits begin.

If a regular full-time or part-time employee is injured and said injury or illness is covered by workers' compensation insurance and the employee does not refuse and works all offered light duty assignments, then his or her normal wages can continue from the date of said injury or illness as follows:

- a. The employee's accumulated sick leave will be converted into dollars and such sum will be used to make up the difference between the workers' compensation benefits and the regular daily salary until said sick leave credits have been used or until such time as the employee receives benefits from the disability insurance plan provided by the City.
- b. When the employee's accrued sick leave benefits are exhausted, the City will continue to pay the employee's regular daily salary minus any benefits received from workers' compensation insurance for a period not to exceed 60 calendar days, or until such time as the employee receives benefits from the disability insurance plan provided by the City, whichever occurs sooner.

7.14 Fitness for Duty/Return to Work

Any employee who is absent more than three consecutive days from work as a result of his or her own serious medical condition must provide a fitness for duty certificate before returning to work along with FMLA paperwork. The City may waive this requirement at its sole discretion.

Any employee who appears to be unable to perform the mental or physical requirements of his or her job due to illness, injury or other medical condition, may be directed to obtain a fitness for duty certificate from his or her treating physician or medical provider or from the City's occupational health provider, if determined by the City and permitted by law. If the City requires the examination to be conducted by the City's provider, then such examination will be done at the City's expense.

7.15 Light Duty

The City may assign an employee to light duty to return an employee to work while the employee has a temporary limitation from an injury or illness covered by workers' compensation. Workers' compensation-related incidents will have priority in placement for light duty assignments in the event the City elects to offer a light duty assignment to an employee with an illness or injury not covered by workers' compensation.

The assignment of light duty will be made at the sole discretion of the department head on a case-by-case basis subject to available work, the operational needs of the City, the employee's restrictions, and any applicable state and federal regulations. Light duty assignments may be a part-time or full-time schedule. For any business reason, at any time, the City may elect to change the working shift of any employee based on the

business needs of the City. All light duty assignments are temporary. No employee will be permanently assigned to a light duty assignment.

If the employee returns to a light duty assignment, the employee must make sure that he or she does not go beyond either the duties of the job or the physician's restrictions. If the employee's restrictions change at any time, he or she must notify his or her supervisor at once and give the supervisor a copy of the new medical release.

While off of work, it is the responsibility of the employee to supply the Human Resources Department with a current telephone number (listed or unlisted) and an address where the employee can be reached. See **Addendum W** Temporary Light Duty Return to Work Program.

DRAFT

8. GROUP HEALTH AND RELATED BENEFITS

8.1 Eligibility and Enrollment

Eligible full-time and part-time employees, as defined by the insurance and benefit policies and plans, may be eligible for the benefits contained in this Section. Eligible dependents may also be eligible for specific insurance benefits as provided for in the insurance and benefit policies and plans. Contribution rates for full and part-time employees shall be determined by each policy or plan. Temporary or seasonal employees and POC firefighters shall not be eligible for any benefits contained in this Section unless specifically provided for herein. Employees are eligible for insurance the first of the month after their start date unless they start on the first day of the month, in which case insurance can start immediately or upon qualifying events as defined in the benefit plan. Health insurance coverage ceases on the last day of the month in which the employee ceased employment with the City. The City retains the right to modify the terms of insurance, the provider or carrier, the level of benefits and coverages, and the contribution rates at any time.

8.2 Available Benefit Plans

- a. Health Insurance. Regular full-time and regular part-time employees are eligible for health insurance coverage for themselves and their families as a part of their benefit package with the City. The City presently maintains a self-insured insurance plan administered by a third-party provider. The current year's health insurance plan is available from the Human Resources Director and employees will be notified of changes made to the plan. The City pays 85% of the monthly premium cost for the single, employee +1 or family plans for regular full-time employees. The City pays a prorated portion of the insurance premium for eligible part-time employees.

Premium cost-sharing, deductibles and benefit levels provided are determined by City policy and applicable state and federal laws and regulations. All employee-paid portions of health insurance premiums are on a pre-tax basis.

The City does not offer open enrollment. Therefore, if employees do not sign up within 31 days of the date of hire, then the employee may only enroll later if they meet a qualifying event. Employees may also elect to enroll under the City's health insurance plan during the plan year if they have a loss of coverage from another provider. A Certificate of Credible Coverage letter is required from the previous provider to enroll in the City's health plan with a loss of coverage.

Changes in coverage due to a qualifying event must be reported to the Human Resources Department within 30 days of the qualifying event.

Employees have the option of continuing health insurance coverage under the City's plan at retirement if permitted by the plan and as outlined on the fringe benefit sheets at the time of retirement.

The City has a Health Reimbursement Account (HRA) to reimburse a portion of the medical expenses of its employees, their spouses and dependents. HRAs are designed to give employees more choice and greater control over their health care coverage. HRAs are funded solely by the City and cannot be funded through employee salary deductions. Unused funds will roll over from year to year and contributions are made on January 1. Part-time and new hire employees or employees who change plan participation due to a qualifying event will receive a prorated contribution amount as well employees leaving the City. See the medical plan book, Summary Plan Description (SPD) for more information.

- b. Dental Insurance. The City provides dental insurance coverage for individual and family coverage for regular full-time employees. The City does not offer open enrollment. Therefore, if employees do not sign up within 31 days of hire date, then they may only enroll later if they meet one of the qualifying events. See the dental plan book, Summary Plan Description (SPD) for more information.
- c. Wisconsin Retirement Fund. The WRS is a public pension plan designated to attract qualified employees by offering a variety of benefits to employees and their survivors. Those benefits, when combined with other income, are designed to provide employees with financial security during their retirement years.

All City employees who work more than 1,200 hours annually (or 600 hours annually with work experience prior to July 1, 2011 with a WRS participating employer), and who are expected to work for at least one year, are enrolled in the WRS.

The WRS benefit consists of employer-required and employee-required contributions. Unless otherwise indicated by state regulations or union contracts, the City will contribute the employer-required share into the plan, and employees will be responsible for contributing the employee share. The employee contribution will be deducted pre-tax as a percentage of reported earnings each payroll period.

For more information on the WRS, please consult the WRS Benefit Manual or access the WRS website. Department of Employee Trust Funds can also be contacted directly by calling 1-877-533-5020.

- d. Life Insurance. Term life insurance through the City offers employees and their families important financial protection at a reasonable cost. Employees are eligible to enroll in the life insurance plan after completing six months of employment under the WRS. (Employees with previous WRS service may be eligible immediately.) Employees may have the option of electing life insurance at a value of up to four times their annual salary. Two levels of spouse and dependent coverage may also be available to employees. If an employee chooses not to enroll in life insurance during this one-time open enrollment period, but decides to enroll at a later date, an Evidence of Insurability Form will need to be submitted to the life insurance carrier to request coverage. Based on medical

background, the insurance company may decline coverage or may require a physical before making its decision on coverage. This also applies if an employee is already enrolled in the plan but wishes to add additional levels of insurance without a qualifying event.

For more information on life insurance including exceptions to closed enrollments, see the plan booklet. Details of the life insurance plan, including benefit amounts and costs, are described in the Wisconsin Public Employers Group Life Insurance Program booklet provided during orientation. They are also available on the WRS's website at <http://etf.wrs.gov>.

- e. Deferred Compensation Programs/Roth IRAs. All regular full-time and part-time City employees can elect to participate in a 457 retirement savings plan. This provides employees with a great opportunity to set aside earnings on a tax-deferred basis to supplement their retirement income. The plans allow annual contributions up to the maximum limit permitted by law and also provide for a variety of investment options.

The City currently offers two plans, one through Nationwide and the other through the Wisconsin Deferred Compensation Plan. Employees can participate in one or both of the plans, and changes to contribution amounts or investment options can be made at any time. Both providers have a website that allows participants to view their account balances, change investment options, view historical trends, and much more.

Employees can elect to have earnings deducted from their pay and put into a Roth IRA account through the Wisconsin Deferred Compensation Plan. A Roth IRA account provides an opportunity to build retirement assets by making post-tax contributions. Additional information is available on its website, and informational packets and enrollment forms are available in the Human Resources Department. For more information on Nationwide's deferred compensation plan, please access their website at www.NRSforu.com or call its toll-free number at 1-877-677-3678.

Information on the Wisconsin Deferred Compensation program can be accessed at www.wdc457.org or its toll-free number at 1-800-257-4457.

- f. Long-Term Disability. The City offers a long-term disability benefit plan that provides financial assistance in the event of an illness or injury that results in a long-term absence from employment. Disability insurance is designed to ensure a continuing income for employees who are disabled and unable to work for a period greater than 90 days or the designated waiting period under the plan. After the designated waiting period, participants may be eligible for benefits at up to 66-2/3% of regular monthly wages. Employees who are eligible and working 30 hours or more per week are allowed to participate in the disability plan. Social Security payments and pension payments may reduce the calculated payment.

- g. Employee Assistance Program (EAP). The City recognizes that personal problems such as alcoholism, drug dependence, emotional illness, and other personal problems are complex, treatable illnesses and that the same consideration should be given to employees so affected as to employees with other treatable illnesses. Therefore, the City provides an employee assistance program (EAP) to help employees and their dependent family members deal with any problems in their life that may jeopardize their health, family life or job performance.

Each employee or immediate family member is entitled to eight sessions per subject and there is no charge to employees or their family members for EAP services. Initial discussions and short-term support and counseling are available to employees as a benefit. If a referral is needed for ongoing counseling, hospitalization or the resolution of other problems, then the cost of these services will be the employee's responsibility. However, health insurance may cover a portion of these expenses.

This EAP program is completely confidential when utilized by employees or their family members on a voluntary basis. The identity of those voluntarily taking advantage of the EAP program will never be disclosed to the City. Please contact the Human Resources Department or the Employee Resource Center, for more information.

Employee Resource Center, Inc.
1511 W. Main Avenue, Suite 100
De Pere, WI 54115
920-496-4700

- h. Flexible Spending Benefits. All regular full and part-time employees are eligible to participate in a Section 125 Flexible Spending Program. This program allows for pre-tax payroll deductions to pay for medical expenses and childcare. The maximum allowed amounts may be set aside each year to pay for medical expenses such as dental care, eyeglasses, doctor-prescribed medications, deductibles, co-pays, and dependent care costs.

The program is offered on a 12-month basis. Dollars not spent will be forfeited, so an accurate estimate is important to realize the full savings of participating in the plan.

Mid-year changes to the annual election for health care reimbursement can be made only with qualifying changes such as marriage, divorce, death of a spouse, legal separation, or change in dependency status. Mid-year changes to the dependent care election can be made with a change in dependency status or change in the cost of dependent care expenses.

- i. FICA Alternative Plan. Internal Revenue Code 3121 allows for a FICA Alternative Retirement plan for government entity employees who work less than 600 or 1,200 hours annually and are not eligible for WRS. All qualified

employees and alderpersons, are eligible to participate in this alternative social security program. Please contact the Human Resources Department for enrollment.

- j. COBRA. The Consolidated Omnibus Budget Reconciliation Act (COBRA) may help employees and their dependents continue their health insurance even if they are no longer eligible under the City's health insurance plan when a "qualifying event" happens. Qualifying events include the employee's resignation, termination, leave of absence, shorter work hours, divorce, legal separation, or death. Another qualifying event is when a dependent child is no longer eligible for coverage under the employee's health insurance.

If an employee continues insurance under COBRA, the employee shall pay the full cost of the insurance premium plus the established administration fee. When an employee becomes eligible for the City's health insurance plan, a written notice describing the employee's COBRA rights shall be sent to the employee. The notice contains important information about the employee's rights and what to do if the employee needs COBRA.

Employees are reminded to keep the City informed of any changes in beneficiaries that may result from divorce, dependency limits, death, etc., so that required notices are sent to the correct address in a timely manner.

9. SEPARATION FROM EMPLOYMENT

9.1 Retirement/Resignation

An employee's employment with the City may end by termination, resignation or retirement. As used in this Manual, the terms retire or retirement have special meaning compared to termination or resignation. See **Addendum BB** for the Retirement/Resignation Policy.

To determine earned benefits during the year of separation, a full month benefit will be granted if the separation date is on or after the 15th day of the month, and if the separation date is prior to the 15th of the month, then no benefits will be granted for the month in which the separation occurs. All City property must be returned to the employee's supervisor.

9.2 Layoffs

In the event of a reduction in workforce through layoff or furlough, affected employees will be laid off or furloughed based upon skills, abilities, qualifications, and the interests and needs of the City. The City may choose to solicit volunteers for the reduction in workforce.

9.3 Disability

An employee may be separated from employment due to the employee's disability when the essential functions of the employee's position cannot be performed because of a disability with or without a reasonable accommodation and when no other reasonable accommodations exist, subject to the provisions of the Americans with Disabilities Act and applicable state law. Request for accommodation may be initiated by the employee, a legal representative, or the City, but in all cases, it must be supported by medical evidence. The City expects the employee to cooperate with the City and may require the employee to produce medical information, to have a medical examination conducted by the employee's treating provider, and to have an examination conducted by a physician of its choice.

10. EXPENSES AND REIMBURSEMENTS

10.1 Mileage/Travel Reimbursement

Employees must use a City vehicle, if available, for official City business-related travel unless otherwise directed by the employee's supervisor. Gasoline, repairs and other expenses attributable to business-related use of the City's vehicles are reimbursable and paid receipts must be submitted. Tolls, parking and garage charges are also reimbursable. Reimbursement for business-related use of an employee's personal vehicle shall be limited to the mileage reimbursement as permitted by the Internal Revenue Code as of January 1 each year. Reimbursement of travel and other necessary expenses incurred by employees for official City business must be authorized by the employee's supervisor and submitted to Accounts Payable, with copies of all bills and receipts.

10.2 Employee Travel

Employees may request payment or reimbursement for the following expenses when the employee, as part of his or her assigned responsibilities, is authorized to attend a conference, meeting, seminar or educational programs:

- a. Lodging. Hotel or motel reservations are expected to be made well in advance to ensure that lodging is secured at modest rates. Employees are expected to stay at mid-priced and economy hotels and motels unless a conference or seminar discount is available at the higher priced facilities. Receipts for lodging are required. Personal telephone calls, Internet access (unless needed for work purposes), movie rentals, and other similar charges will not be reimbursed. City employees are exempt from paying sales tax in Wisconsin on lodging. It is the employee's responsibility to present the tax-exempt certificate when required.

Reimbursement of lodging shall be limited to the maximum number of nights required to conduct the assigned City business. If a conference, for example, opens on Sunday evening and closes Thursday at noon, reimbursement for Sunday through Wednesday night is reimbursed. If the traveler chooses to arrive earlier or stay later, then the additional lodging and other expenses related to this decision are personal expenses and will not be reimbursed.

If a spouse or other family member travels on an official trip, then reimbursement shall be limited to the single rate for the room occupied. In the absence of accounting on the travel expense report, the City will determine the single room rate and deduct the difference between the rates on the bill for lodging submitted as a receipt.

- b. Transportation Expenses. An employee will be reimbursed mileage for authorized personal vehicle use to and from the event based upon the distance from the employee's normal work location to the event location or the employee's home to the event location, whichever is closer. Coach airfare will be reimbursed

if the cost of airfare is less than the mileage expenses as calculated pursuant to Section 10.1 Mileage Reimbursement.

- c. Employees are encouraged to use City credit cards to pre-pay expenses to the extent possible. Travel advances for general expenses are generally not permitted except in unusual circumstances and with prior approval from the Human Resources Director. All travel expenses shall be submitted within 30 days of the event.
- d. Lodging within 50 miles of employee's primary work location will not be eligible for reimbursement unless previously approved by the department head or City Administrator. Expenses associated with valet services or tips are not eligible for reimbursement, except tips for meals up to 20% of the meal expense.
- e. Toll-Free Number. The City offers a toll-free number for employees to call in the event they are out of town, to avoid long distance telephone charges. Employees may call 1-800-646-3550 to be directly connected with City Hall.
- f. All out-of-state conferences/travel must be pre-approved by the Finance/Personnel Committee.

10.3 Meal Expenses

Meal reimbursement rates for employees on City business are based on IRS per Diem rates.

The United States General Services Administration (GSA) website breaks down the IRS per diem reimbursement rate by city and state. When travel is within the state of Wisconsin, the approved "Madison" rate will be used, less incidentals.

In-State Rate

Breakfast:	\$ 9
Lunch:	\$13
Dinner:	\$29

If traveling outside of Wisconsin, then please see appropriate rate for the area of travel.

The General Services Administration reimbursement (IRS) rates can be found at www.gsa.gov/perdiem or by contacting the Human Resources Department.

10.4 Tuition Reimbursement

The City recognizes that skills and knowledge are critical to the success of the organization. An educational incentive plan is available to regular full-time and part-time employees who wish to improve their professional and educational level.

The tuition reimbursement program may contribute to the cost of tuition (or certification) and may provide for incentive pay based on the number of credits achieved. It is

designed to encourage personal development through formal education so employees can improve skills or obtain a broader educational background, which should reflect itself in job performance. Tuition reimbursement is subject to the approval of the department head and the Human Resources Director. Although tuition reimbursement is expected to enhance performance and professional abilities, there is no guarantee that participation in formal education will entitle an employee to automatic advancement, a different job assignment, or pay increases. The tuition reimbursement program is not available to police and fire union represented employees unless specifically allowed under the employee's labor agreement.

The employee shall request education cost reimbursement in writing. In order to be eligible for reimbursement, such request must be conditionally approved in writing prior to enrollment in any program or course. The request shall include a description of the anticipated course, summary of anticipated expenses and probable time schedule. The employee shall forward the request to the Human Resources Department, who will consider all requests on a first come basis. The Human Resources Department shall review the request and determine eligibility based upon meeting one of the following criteria:

1. The course is job-related within the existing position held;
2. The course is part of a job-related degree program in which the employee is enrolled; and
3. The course will improve a job weakness or deficiency.

Approval shall be conditioned upon satisfactory completion of the education program and shall be given by means of written notification.

In order to be eligible for reimbursement, satisfactory completion of the education program shall be determined as follows:

- a. A passing grade if on a pass/fail system.
- b. A grade of "A," "B," or "C" on a graded system; a grade of "D" or "F" will be considered unsatisfactory, and the employee shall not be eligible for reimbursement.

Eligible expenses for reimbursement under the terms of this Section may consist of part or all of tuition, fees and necessary books, and other educational materials. If the funds available are expended prior to any further appropriation, then the reimbursement program may be suspended without recourse or reimbursement.

10.5 Credit Card Issuance and Usage Policy

The City may, in its sole discretion, issue an employee or departmental corporate credit card for regularly incurring City business-related expenses while performing their duties within the course of their employment with the City. City-issued employee or

departmental credit cards shall only be used for authorized business expenses. Examples of authorized business expenses include office supplies and expenses, professional memberships, professional office subscriptions, travel, lodging, meals, and other such authorized work-related expenses as might properly be the subject of an employee reimbursement request. The City-issued credit card shall not be used in any manner for personal expenses, the purchase of alcoholic beverages, or other unauthorized expenses. Cash advances are not allowed. Any credit card issued may be revoked at any time by the City Administrator.

Within ten days of incurring the expense, invoices and receipts for all credit card purchases shall be submitted to Accounts Payable clearly marked as a credit card charge with appropriate approvals and account numbers indicated on the invoice or receipt.

Card limits have been established for each card issued. Should the established limit be insufficient for any reason, the individual to whom the card was issued shall, prior to incurring any expense over the limit, receive approval from the City Administrator to exceed the established limit.

Employees who fail to comply with all applicable policies and procedures concerning use of a City-issued credit card shall be subject to disciplinary action, up to and including termination of employment. In addition, the City may seek restitution from the employee for any charge to a City-issued credit card that does not conform to applicable policies and all costs regarding such charge, including the City's costs incurred in determining the propriety of the charge.

11. WORKPLACE SAFETY

11.1 Workplace Safety and Reporting Injuries or Illness

The City is committed to provide as safe a work environment as possible for all its employees. The prevention of accidents and injuries to its employees and the public is of utmost importance.

Each department head is responsible for the safety of work under his or her direction. This shall include, but not be limited to, providing employees with a safe working environment, ensuring compliance with federal, state and City safety standards within his or her department, ensuring that employees receive proper safety instructions in the performance of their jobs, seeing that employees perform their jobs with regard for their own safety and for the safety of others, and ensuring compliance with the City safety policies, procedures, rules and programs.

Each employee is responsible for performing his or her job with every possible regard for the employee's own safety and the safety of others. All employees shall abide by all federal, state and City safety regulations that apply to their job. This shall include, but not be limited to, becoming familiar with and following City safety rules, wearing required personal protective equipment, and following all safety instructions of the department head or supervisor in regard to a particular work assignment. Employees must inform their supervisors of any and all hazardous situations. See **Addendum CC** for Supervisor and Employee responsibilities.

Employees are covered by workers' compensation insurance in accordance with state law. See Section 7.13 for more information on workers' compensation.

11.2 Hazardous Communication Program

The City desires to develop and maintain a hazardous materials purchase-through-disposal plan which meets federal and state regulations and which is safe, cost effective and sustainable. The City desires to promote awareness concerning hazardous materials and to educate all levels of personnel, maintain an accurate management system, and monitor policy effectiveness through random audits.

An inventory of all materials identified as hazardous must be developed and maintained by each department (other than departments that keep a general household cleaning amount of supplies) utilizing such materials. Substances are to be listed alphabetically by the label name of the product. The name and address of the manufacturer of the product should be listed as well.

All employees responsible for purchasing materials shall purchase non-hazardous alternative products to those identified as hazardous whenever possible. All containers of hazardous materials must always be labeled. Manufacturers are required to ensure that every container of hazardous material is appropriately labeled with the identity of the material and appropriate hazard warnings. An employee of each department receiving

purchased hazardous materials shall verify that the label is on the shipping container and intact. The label must reflect the same identity as that listed on the hazardous materials list for that location and the material data safety sheets (MSDS). If material is subsequently transferred to another container, the new container must have the same labeling information. Labels must be prominently displayed and legible.

Each department must develop and maintain an MSDS library on every hazardous material on the list for that location. The MSDS must be complete, readable, and written in English. The department shall ensure that each location maintain the MSDS for that location, readily accessible to all employees during each work shift when they are in their work areas.

Any employee who works with or is potentially exposed to hazardous materials will receive initial training on the Hazardous Communication Standard and Right to Know. Individual departments are responsible for training employees on the specific hazardous materials utilized at their location. Each department supervisor shall designate an individual(s) to be responsible for this location-specific training. Employees who work in an office environment, or where typical household cleaning products are the only potential hazardous material, are not required to maintain MSDS for these products.

Initial training includes ensuring that employees are aware that they may be exposed to hazardous chemicals, know how to read and interpret labels and MSDS, and know the appropriate protective measures established by the City. All MSDS must be kept by the department for 30 years after the use of the hazardous material has been discontinued.

11.3 Bloodborne Pathogens Exposure Control Plan

The City provides a safe and healthy place for its employees and citizens alike. In the event that employees or citizens are presented with a situation involving blood or other pathogens, the Bloodborne Pathogens Exposure Control Plan has been established to minimize or prevent exposure to these potential hazardous situations. Communication of hazards to employees, Hepatitis B screening, recordkeeping, training of Universal Precautions, and effective procedures for handling specific incidents, are outlined in the Bloodborne Pathogens Exposure Control Plan in **Addendum X**.

11.4 Employee Emergency Guidelines

In the event of an emergency, see the Employee Emergency Guidelines outlined in **Addendum Y**.

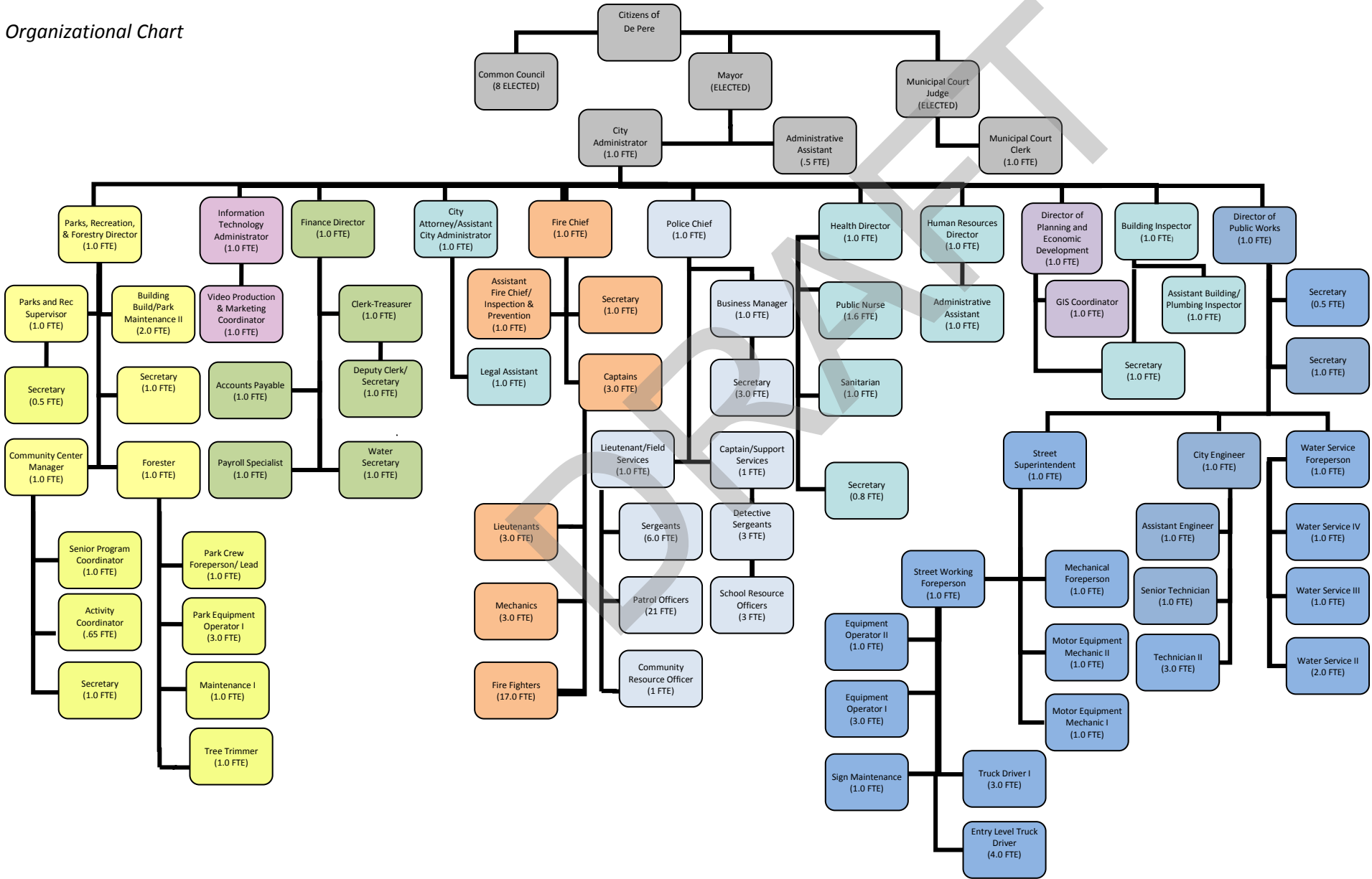
12. ADDENDUMS

Addendum A:	Table of Organization
Addendum B:	Employee Acknowledgment of Manual Form
Addendum C:	Employee Acknowledgment of Manual Form (Public Safety)
Addendum D:	Recruitment Policy
Addendum E:	Release of Information/Records Request Form
Addendum F:	Purchasing Policy
Addendum G:	Grievance Policy and Procedure and Employee Grievance Form
Addendum H:	Locker Room Conduct Policy
Addendum I:	Dress Code/Appearance and Demeanor Policy
Addendum J:	Ethics Code and Policy
Addendum K:	Outside Employment Waiver Request Form
Addendum L:	Sexual and Other Unlawful Harassment, Discrimination and Retaliation Policy
Addendum M:	Conceal/Carry Prohibition Policy
Addendum N:	Drug and Alcohol Testing Policy
Addendum O:	Use of Vehicle and CDL Requirements Policy
Addendum P:	Acceptable Use of Electronic and Social Media
Addendum Q:	Merit Pay Program
Addendum R:	Sick Leave Program and Policy
Addendum S:	Employee Request for Consider of Vacation Donation
Addendum T:	Voluntary Unpaid Leave Program
Addendum U:	Family Medical Leave Policy and Leave Application
Addendum V:	Furlough Policy
Addendum W:	Temporary Light Duty-Return to Work Program
Addendum X:	Bloodborne Pathogens Exposure Control Plan
Addendum Y:	Emergency Operations Plan
Addendum Z:	Technology Use
Addendum AA:	FLSA Safe Harbor Policy
Addendum BB:	Retirement/Resignation
Addendum CC:	Workplace Safety & Reporting Injuries and Illness

CITY OF DE PERE	
Title: TABLE OF ORGANIZATION	Last revised: AUGUST 23, 2013

City of De Pere
Organizational Chart

ADDENDUM A



CITY OF DE PERETitle: **EMPLOYEE ACKNOWLEDGMENT**Last revised: **AUGUST 26, 2013****ADDENDUM B****EMPLOYEE ACKNOWLEDGMENT OF MANUAL**

I have received a copy of the City of De Pere Employee Policy Manual. I have read and I understand its contents. I acknowledge that it is my responsibility to ask questions about anything I do not understand.

I understand that it is my responsibility to comply with all City policies, rules and expectations as set forth in this Manual, as well as policies, rules and expectations that the City may otherwise establish or change from time to time. I further understand and acknowledge that this Manual provides guidelines and information, but this Manual is not, nor is it intended to constitute, an employment contract of any kind. I am not entering into any contract or agreement by acknowledging receipt of this Manual or by following any of the provisions of this Manual. I understand that the contents of this Manual and my compensation and my benefits may be changed by the City at any time, with or without notice to the extent permitted by law.

I understand that my employment is at-will and can be terminated at the option of either the City or me. I understand that I may appeal the imposition of discipline or termination through the City's Grievance Policy and Procedure. I understand that this Manual, the Grievance Procedure, and the Acknowledgment Form do not vary or modify the at-will employment relationship between the City and me.

EMPLOYEE SIGNATURE_____
DATE_____
Print Name & Department

Return this form to: Human Resources Department
City of De Pere – City Hall
335 S. Broadway Street
De Pere, WI 54115

CITY OF DE PERE	
Title: EMPLOYEE ACKNOWLEDGMENT	Last revised: AUGUST 26, 2013

ADDENDUM C

EMPLOYEE ACKNOWLEDGMENT OF MANUAL

(Unionized Public Safety Employees)

I have received a copy of the City of De Pere Employee Policy Manual. I have read and I understand its contents. I acknowledge that it is my responsibility to ask questions about anything I do not understand.

I understand that it is my responsibility to comply with all City policies, rules and expectations as set forth in this Manual, as well as policies, rules and expectations that the City may otherwise establish or change from time to time. I further understand and acknowledge that this Manual provides guidelines and information, but this Manual is not, nor is it intended to constitute, an employment contract of any kind. I cannot enter into any agreement or contract by acknowledging receipt of this Manual or by following any of the provisions of this Manual. I understand that the benefits and wages available to me are identified in the collective bargaining agreement between my applicable collective bargaining representative and the City, and that the wages and benefits identified in this Manual are not applicable to me.

I understand that the contents of this Manual may be changed by the City at any time, with or without notice.

EMPLOYEE SIGNATURE

DATE

Print Name & Department

Return this form to: Human Resources Department
City of De Pere – City Hall
335 S. Broadway Street
De Pere, WI 54115

CITY OF DE PERE	
Title: EMPLOYEE ACKNOWLEDGMENT	Last revised: AUGUST 26, 2013

ADDENDUM C

EMPLOYEE ACKNOWLEDGMENT OF MANUAL

(City Officers)

I have received a copy of the City of De Pere Employee Policy Manual. I have read and I understand its contents. I acknowledge that it is my responsibility to ask questions about anything I do not understand.

I understand that it is my responsibility to comply with all City policies, rules and expectations as set forth in this Manual, as well as policies, rules and expectations that the City may otherwise establish or change from time to time. I further understand and acknowledge that this Manual provides guidelines and information, but this Manual is not, nor is it intended to constitute, an employment contract of any kind. I cannot enter into any agreement or contract by acknowledging receipt of this Manual or by following any of the provisions of this Manual.

I understand that my position is defined as a City Officer as noted in § 10-5, De Pere Municipal Code or Wis. Stat. § 62.09. I understand my position is appointed by the Mayor and confirmed by the Council and that my removal from the position is governed by Wis. Stats §17.12. I also understand that I may appeal the imposition of discipline through the City's Grievance Policy and Procedure.

I understand that the contents of this Manual may be changed by the City at any time, with or without notice.

EMPLOYEE SIGNATURE

DATE

Print Name & Department

Return this form to: Human Resources Department
City of De Pere – City Hall
335 S. Broadway Street
De Pere, WI 54115

CITY OF DE PERE	
Title: RECRUITMENT POLICY	Last revised: AUGUST 26, 2013

ADDENDUM D

RECRUITMENT POLICY

PURPOSE

The City is committed to employing the best qualified candidates while engaging in recruitment, promotion and selection practices that are in compliance with all applicable employment laws. The City may use hiring, interview and screening processes designed to fulfill this objective.

POLICY

I. GENERAL POLICY

When there is a need to fill an existing position, the department head shall review any existing job description(s) and shall notify the Human Resources Director of any recommended changes. A current job description must be on file in the department prior to posting or announcing any vacancy. Once approval for filling the position is obtained and subsequent to any posting procedures required by labor agreements, the Human Resources Director shall be responsible for conducting a recruitment consistent with professional personnel management principles, City policies, labor agreement requirements, specific direction of the Finance/ Personnel Committee, and any applicable state or federal regulations. The recruitment process shall include participation by the authority responsible for selection of the individual to be hired for the position vacancy. Recruitment shall be tailored to the position to be filled. A new recruitment shall not be required where, in the two-year period prior to the vacancy occurring, recruitment had been conducted for the same or similar position and where an adequate number of qualified candidates remain available. New positions are reviewed according to the City's wage and compensation plan or other applicable process.

It shall be the policy of the City to recruit, select, evaluate, promote, compensate and retain employees on the basis of their ability to perform the duties and responsibilities of the position without regard to age, race, creed or religion, color, disability, sex, national origin, ancestry or political affiliation. The City will provide reasonable accommodation for applicants and employees who are otherwise qualified as long as such accommodation does not create an undue hardship on the City.

When in the interests of the City, the City may transfer qualified employees from assignment to assignment, position to position, or department to department. Employees may request to be transferred from one position or department to another. Such a request may be given consideration when a suitable opportunity exists and such request can be fulfilled in the interests of the City.

The City may attempt to fill a job vacancy from within or outside the organization. The City will typically provide employees an opportunity to indicate interest in open positions and advancements within the organization. Notices of full and part-time job openings

CITY OF DE PERE	
Title: RECRUITMENT POLICY	Last revised: AUGUST 26, 2013

will typically be provided to the department(s) where qualified employees exist, e.g., a clerical vacancy would not be noticed in the street department. To be eligible to apply for an open job, employees should possess the skills, competencies and qualifications required for the position. Appropriate tests may be given to make this determination. The successful candidate will be selected on qualifications, merit and the interests of the City.

Depending upon the nature of the position and the applicants applying for the position, the City may conduct varying levels of background screening to determine whether candidates for employment, promotion, assignment or transfer are suitable for the position they desire to obtain. Depending upon the position being filled, information that may be obtained or requested includes information relating to references, past employment, work habits, education, judgments, liens, criminal background and offenses, character, general reputation, and driving records. The City may also obtain information from a consumer reporting agency. Before denying an extension, assignment, promotion or other benefit of employment, based in whole or in part on information obtained in a credit report, the City will provide a copy of the report and a description in writing of the applicant's rights under the Fair Credit Reporting Act. Each applicant for employment for a regular full or part-time position with the City is required, as a condition of employment, to undergo a urine drug screen.

Employees or applicants seeking employment, transfer, promotion or assignment may be required to sign a document that constitutes the employee's full waiver, release and indemnification of any liability related to the background investigation. Employees or applicants who refuse to sign the waiver, release and indemnification form will not be considered for employment, transfer, promotion or assignment.

The hiring process is determined in the following manner:

- **Police and Fire subordinates:** Appointed to office by the Chief and approved by the the Police and Fire Commission. The Police and Fire Chiefs shall be appointed by the Police and Fire Commission. Non-subordinate police and fire department employees are hired as all other positions below.
- **City Officers:** Appointed by the Mayor (except for the Police and Fire Chiefs, who are appointed by the Police and Fire Commission) and confirmed by the City Council.
- **City Administrator:** Appointed by the Common Council.
- **All other positions:** Hired by the recruiting department head and the Human Resources Director or designee.

Formal appointment of supervisory personnel by the City Administrator to a higher classification on a temporary basis in order to fill a vacancy is considered an "acting appointment."

Relocation Expenses: Applicants who are qualified for department head or supervisory positions and who travel to De Pere for an employment interview may be reimbursed for expenses under the following conditions:

CITY OF DE PERE	
Title: RECRUITMENT POLICY	Last revised: AUGUST 26, 2013

- A. Interview expenses will normally be limited to no more than three candidates for each position.
- B. Expenses for interviews shall be limited to travel expenses such as hotel, mileage and food as identified in City policy. Automobile travel will be reimbursed at the same rate allowed for City employees for use of their personal automobile. Air travel will be reimbursed from the airport nearest the candidate's address to Austin Straubel Airport.
- C. Payment of expenses must be approved in advance by the City Administrator.

Regular part-time and full-time employees shall be given a new-hire gift purchased by the Human Resources Department and charged to the sundry account.

Exceptions to this policy, including the number of candidates authorized for interview, must be sufficiently justified in writing and presented in advance to the City Administrator, who will submit such request to the Finance/Personnel Committee for approval.

When an applicant is selected for a department head position with the City where residency is required, the City shall pay the actual, reasonable costs for the relocation of household goods, as determined by the Finance/Personnel Committee, up to a maximum of \$2,000.00.

II. CREATING, FILLING AND ELIMINATING POSITIONS

New Position: The Finance/Personnel Committee shall approve the creation of and job description for any new position added to the City's table of organization.

Existing Position Accounted for in Current Budget: Any position accounted for in the current budget which becomes vacant shall not be filled until the need for doing so is determined upon review by the City Administrator, the Human Resources Director, and the department head. If it is determined to fill such position, the Human Resources Director shall move forward with recruiting for the position.

If it is determined that the position should remain vacant, then such determination shall be reviewed by the Finance/Personnel Committee.

Eliminating Position: The Finance/Personnel Committee shall review all proposals to eliminate any position within the City's table of organization.

CITY OF DE PERE	
Title: RELEASE OF INFORMATION RECORDS REQUEST FORM	Last revised: AUGUST 23, 2013

ADDENDUM E

RELEASE OF INFORMATION/RECORDS REQUEST FORM

I hereby authorize The City of De Pere Human Resources Department, to: *(Please check corresponding box)*

- ☐ Discuss matters pertaining to my employment with the City, including, without limitation, job performance, wage histories, disciplines, etc., but excluding, unless specifically provided otherwise, medical records or records pertaining to Workers' Compensation or the Family Medical Leave Act.
- ☐ Release a copy of any and all employment records pertaining to my employment with the City, including, without limitation; performance reviews, wage histories, disciplines, etc., but excluding, unless specifically provided otherwise, medical records or records pertaining to Workers' Compensation or the Family Medical Leave Act.

Other information requested: _____

Such release is limited to the release of such information to _____

of _____. This consent is revocable except to the extent that action has been taken in reliance thereon and will remain in force until revoked, but not to exceed one year from the date this document was executed.

This release is intended to release not only the above-named individuals, but all officers, agents or related personnel, both individually and collectively, from any and all liability or damages of whatever kind which may at any time result to the undersigned, my heirs, my family or associates because of compliance with this authorization or legal claims or actions resulting in the release of this information, including, but not limited to, slander, libel or defamation and requests to release this information and any attempt to comply with it.

Name (printed)

Social Security Number

Street Address, City, State, Zip Code

Area Code/Phone Number

Signature of Individual Authorizing the Release

Date

CITY OF DE PERE	
Title: PURCHASING POLICY	Last revised: NOVEMBER 14, 2013

ADDENDUM F

PURCHASING POLICY

PURPOSE

The purchase of goods and services is a central function of the City of De Pere. A fair, efficient and accountable purchasing process is vital to providing quality services and maximizing the value obtained for taxpayer dollars. It is the responsibility of all City employees and elected officials to ensure that purchases are made in the best interest of the City. The procedures outlined in this policy are intended to provide an effective and efficient means of meeting this goal.

POLICY

I. DEFINITIONS

Request for Qualification (RFQ): Is a document that lists the requirements of a project and requires interested contactors to submit statements of interest, including a demonstration of their ability to complete the project.

Request for Proposal (RFP): Is a document that lists project or product requirements and is utilized to receive offers of service or goods from potential vendors.

Purchase Order: Is a document issued by the City to identify commitment to purchase a product from a vendor.

Sole Source: An item shall be considered sole source if there is only one vendor that supplies the item and there is no equivalent substitute. Items that are made by one manufacturer but sold through multiple vendors are not to be considered sole source.

Informal Quote: An informal quote may be obtained verbally or by examining published prices. When soliciting an informal quote, the department should maintain documentation of who provided the quote and when it was obtained.

Formal Quote: A formal quote must be supplied in writing. Formal quotes may be received by letter, fax or email. Documentation of the quote should be maintained throughout the purchasing process.

Formal Bid: A formal bid process requires that vendors provide sealed bids prepared in response to specifications provided by the City. The bids should be opened publicly and the documentation should be maintained throughout the purchasing process.

Emergency Purchase: A purchase need which arises or occurs unexpectedly and requires immediate action.

CITY OF DE PERE	
Title: PURCHASING POLICY	Last revised: NOVEMBER 14, 2013

Surplus Property: City property may be declared surplus when it is no longer necessary, practical, or economical to be retained by the City.

II. OBJECTIVES

- A. To create a competitive, fair and ethical purchasing process that will ensure that the maximum value is obtained for every dollar expended;
- B. To allow the City to obtain quality goods and services that will allow for the provision of programs in a timely and effective manner;
- C. To establish a standardized purchasing process that will promote equity and efficiency;
- D. To provide adequate budgetary and cost controls;
- E. To conduct all purchasing in a manner which ensures equal opportunity and non-discrimination;
- F. To ensure that the entire purchasing process meets the highest ethical standard without conflict of interest or the appearance of impropriety.

III. ROLES

City Council – Approves the City budget, which allocates funds for all purchases. Council approval is required to change budget levels, authorize borrowing, acquire property, or to approve new programs.

Mayor – Annually presents a balanced budget to the Council. The Mayor has the authority to veto Council actions. The Mayor is also authorized to sign contracts on the City's behalf.

Finance Committee – The Finance Committee recommends budget adjustments and amendments to the City Council.

Board of Public Works – According to state statute 62.15(1), “All public construction, the estimated cost of which exceeds \$25,000, shall be let by contract to the lowest responsible bidder; all other public construction shall be let as the council may direct.” The Public Works Committee recommends the award of public construction contracts to the City Council in accordance with this statute. Public construction includes capital improvements such as street reconstruction, stormwater facilities, and municipal buildings, utilities, etc.

City Administrator/Comptroller – Approves purchases of materials, equipment and services in excess of \$10,000. This authority may be delegated to the City Attorney/Assistant City Administrator.

CITY OF DE PERE	
Title: PURCHASING POLICY	Last revised: NOVEMBER 14, 2013

Finance Director – Oversees all City purchasing and monitors compliance with the City purchasing policy. Monitors expenditures in comparison to budgeted levels.

Department Heads – Department Heads or their designees are responsible for making necessary purchases for their departments within the confines of the City purchasing policy and approved budget. They are also responsible for receiving items and verifying that the terms of the purchase have been completed. Department Heads are also responsible for administering replacement plans within their area of authority.

City Employees – Make purchases and receive items with the approval of their Department Head or management designee. All employees who are authorized to make purchases are responsible for following the City's purchasing policy and ensuring that purchases are made under the highest ethical standard.

IV. COMPETITIVE PURCHASING

In general, the City can obtain the highest quality goods and services at the lowest price by following a competitive purchasing process. It is City policy to obtain at least three price quotations from different suppliers prior to making a purchase. Exceptions to this requirement are allowed for in this policy only when it is in the best interest of the City. Potential exceptions include:

- A. Purchases for which there is only one (or two) supplier(s) [sole source products]
- B. Emergency purchases
- C. Purchases under \$500 from a supplier that has offered the best price and quality for a category of items based on periodic bids/proposals solicited by the City at least annually. The Finance Department will take the lead in researching and soliciting proposals for items that are used by multiple departments.
- D. Purchases made from the state bid list.
- E. Certain professional services where the City Administrator has waived the competitive bid requirement due to the quality of the firm and the service to be provided. Quotes from various vendors should be obtained periodically and should be one of the factors in selecting the vendor to perform the service.

V. PURCHASING REQUIREMENTS

The process for making purchases varies depending on the total cost of the purchase. The staggering of purchases or dividing purchases to intentionally evade this policy is strictly prohibited.

CITY OF DE PERE	
Title: PURCHASING POLICY	Last revised: NOVEMBER 14, 2013

Purchase Cost	Authority Required	Purchasing Process	Competitive Requirement
Less than \$5,000	Department Head or Designee	Department approval	3 informal quotes
Over \$5,000 and less than \$10,000	Finance Director or Designee	Purchase order	3 formal quotes
Over \$10,000	City Administrator or Designee	Purchase order	3 formal quotes
State bid threshold amount	Appropriate Committee	Committee presentation	Formal bid process

A. Purchases Under \$5,000

Quotations are not required for items purchased from a vendor that has offered the best price and quality on a category of items based on periodic bids/proposals solicited by the City at least annually.

Purchases of at least \$500 and less than \$5,000 may be made with the approval of City Department Heads or their designees. Whenever possible, at least three informal (verbal) price quotations must be obtained prior to making the purchase. Exceptions to this requirement are listed in Section VII. Department Heads are responsible for monitoring all purchases made using this procedure to ensure that the City is receiving a high value for its expenditures. For items that are purchased regularly or by multiple departments, Department Heads or their designees are encouraged to explore the possibility of cooperative purchasing or purchasing in bulk in order to reduce City costs.

B. Purchases of at least \$5,000 and under \$10,000

Department Heads or their designees are responsible for obtaining and documenting at least three formal (written) price quotations for the proposed purchase. The completed Purchase Order shall be submitted to the City Administrator for approval. The request should also include a description of the item, the account number where it was budgeted and the vendor selected. If the selected vendor does not offer the lowest price, the request should include an explanation of why another vendor is recommended.

This purchase order should be used when making the purchase and the purchase order number must be written on the invoice when it is submitted for payment.

Equipment in excess of \$5,000 per unit is considered a major capital item and should be budgeted as part of a budget initiative or replacement plan. When purchased, the department should code the payment to the account number where the item was budgeted.

C. Purchases over \$10,000 Not Requiring Formal Bid

CITY OF DE PERE

Title: **PURCHASING POLICY**Last revised: **NOVEMBER 14, 2013**

Purchases over \$10,000 require the prior approval of the City Administrator or his or her designee. The City Administrator may also require that the purchase go through a Request for Proposal (RFP) process or a formal bid process.

Department Heads or their designees are responsible for obtaining and documenting at least three formal (written) price quotations for the proposed purchase. The completed Purchase Order shall be submitted to the City Administrator for approval. The request should also include a description of the item, the account number where it was budgeted and the vendor selected. If the selected vendor does not offer the lowest price, the request should include an explanation of why another vendor was chosen.

D. Purchases Requiring Formal Bid Process

Items over the bid threshold found in Wis. Stat. § 62.15(1), must be purchased using written specifications and sealed bids and advertised to assure maximum competition (e.g., newspaper, trade journal, etc.). Known vendors may also be contacted directly and alerted to the bidding opportunity. All bids received should be listed on the purchase order and Common Council approval is required before placing an order.

Special bidding and notice procedures apply to purchases involving public works construction, including related equipment and furnishing. Purchases made in connection with public works construction costing between \$5,000 and the statutory bid requirement threshold found in § 62.15(1) Wis. Stat. must comply with additional Statutory publication requirements. See State Statute for details.

E. Professional Services

Professional services shall go through a Request for Proposal (RFP) or Request for Qualification (RFQ) process at least every 5 years.

VI. PURCHASING ISSUES

A. Discounts and Master Purchase Agreements

It is the City's policy to take advantage of vendor discounts for prompt payment whenever possible in order to minimize the cost of a purchase. Department Heads are responsible for determining if discounts are available and for working with the Finance Department to obtain the lowest price. Some vendors offer discounts for prompt payment. When possible, Departments can aid the City by approving invoices and submitting them for payment on the same day that the materials or services are provided.

Often, significant discounts are available to the City through master purchasing agreements. Under these agreements, vendors negotiate discounted prices with a

CITY OF DE PERE

Title: **PURCHASING POLICY**Last revised: **NOVEMBER 14, 2013**

municipality or organization and agree to offer the same prices to other municipalities. The Finance Department will seek to identify discount agreements and periodically review them to determine which vendors offer the best overall value for the City. Finance will then work with other departments to obtain the discounted pricing.

B. Collective Purchasing

Cooperative purchasing arrangements can result in significant savings by pooling purchasing power. It is the City's policy to utilize collective purchasing between City departments or with other units of government when savings can be obtained without sacrificing the quality or availability of the product or service.

The Finance Department shall have the authority to analyze the desirability of cooperative purchasing arrangements and make recommendations to Administration. The City Council encourages cooperative purchasing, but maintains the right to reject any such arrangements with other units of government.

C. Shipping and Freight Charges

It is the policy of the City to avoid paying shipping charges whenever possible. If the City is to pay shipping charges, it must be billed at the time of invoicing. Department Heads, when obtaining price quotations should inquire into applicable freight charges. Any charges to be paid by the City will be regarded as part of the price quotation when selecting the successful bidder. Unless otherwise stated in the "notice of call for bids", all formal bid proposals shall include freight and delivery charges, if any.

D. Receiving and Inspecting Items

Department Heads, or their designees, are responsible for receiving and inspecting all deliveries to their departments to ensure that items received conform to the specifications and quantities set forth in the purchase order. All deliveries should be thoroughly inspected to ensure that materials are received in satisfactory condition. If there are any discrepancies, the Department Head or designee should contact the vendor and resolve the issue before submitting the invoice for payment. When items are sent in multiple shipments, the department should clearly indicate which items have been received and accepted when approving the invoice for payment.

E. Submitting Items for Payment

Once the purchasing department has verified that the purchased items have been received in a satisfactory condition, the original invoice should be submitted to the Finance Department for payment. It is the City's policy to not pay from

CITY OF DE PERE	
Title: PURCHASING POLICY	Last revised: NOVEMBER 14, 2013

statements or photocopies of invoices. If it is not possible to obtain an original invoice, a faxed copy may be used if the Department Head verifies that the vendor has not already been paid for the item.

When submitting an invoice for payment, the Department Head or designee should indicate the amount to be paid, the account number it should be charged to, and initial and date the invoice. In addition, the Department Head or designee should include a description of the item purchased and attach any supporting documentation.

The Finance Department processes checks and issues payments to vendors to be approved by the City Council. At each regular City Council meeting, a list will be provided of all payments included in that payment cycle, identifying those that were issued by manual check and/or released for payment prior to Council meeting.

Whenever possible, invoices should be submitted to the Finance Department prior to the cut-off date for payment processing. Account payable cut-off dates will be provided by the Finance Department. Manual checks will be issued in between bi-monthly check runs only when it is not possible to include payment in the next check run. Contractor payments will not be issued between check runs unless required by the terms on the contract. All final retainage payments will be held until they have been presented to the City Council.

F. Credit Card Purchases

The Finance Department maintains City credit cards that may be issued to City employees with the approval of their Department Head. Additional credit cards may be issued to City employees with the approval of the City Administrator.

Purchases made with credit cards must follow the normal purchasing guidelines and require the same approval process. After making a credit card purchase the Department Head or designee should code and initial the receipt and turn it into the Finance Department as soon as possible and prior to the next statement date. The Finance Department will verify the purchases and issue a check to the credit card company prior to the statement due date. City credit cards should not be used for personal purchases. It is City policy to avoid paying any credit card finance charges. Credit card limits shall be established by the City Administrator.

G. Internet Purchases

City employees may use the Internet to make purchases if they follow normal purchasing guidelines and the same approval process. Internet purchases are not permissible in situations where a sealed bid is required. Employees should only make purchases from vendors that they are familiar with and where there are appropriate safeguards to protect the City's interests. Whenever possible, Internet

CITY OF DE PERE	
Title: PURCHASING POLICY	Last revised: NOVEMBER 14, 2013

purchases should be charged to a City account and invoiced for payment. City credit cards may be used for Internet purchases when necessary, if the transaction is conducted through a secure connection. Any concerns regarding the security of the information should be directed to the Information Technology Department. The IT Director will have the final authority to determine if an Internet transaction provides sufficient security.

H. Petty Cash Account

The City maintains a petty cash account to expedite miscellaneous purchases and the payments of small bills when it is not practical to follow the City's normal payment procedures. Each department may maintain a petty cash account not to exceed \$150. The petty cash fund should not be used as a means to circumvent the normal purchasing process or to pay for personal services. The Finance Department is responsible for administering the petty cash funds and shall determine what is an appropriate use of the fund.

Petty Cash Procedure:

Finance staff may take funds from the petty cash box and issue them to an approved employee. The employee must submit and sign a receipt indicating the amount, the date, the account number, and the purchase. The Finance staff initials the completed receipt.

I. Employee Reimbursements

Generally, employees should avoid making City purchases with their own funds. If the need arises to purchase an item for the City with personal funds, the employee must submit the receipt and an Expense Reimbursement Form to the Finance Department. This form should include a detailed listing of the items purchased and must be signed by the employee to be reimbursed, his or her Department Head and the Finance Department. Once approved, a check will be issued for the reimbursement. It is the responsibility of the employee making the purchase to ensure that any available discounts are applied and that sales tax is not included.

J. Equal Opportunity/Non-Discrimination

The City endorses and actively supports equal opportunity and a nondiscrimination policy. Therefore, it is a City requirement that all responsible bidders/providers of goods or services be provided with an equal opportunity to compete for City business.

All purchase orders and contracts to which the City is a party shall contain a nondiscrimination clause as follows:

CITY OF DE PERE	
Title: PURCHASING POLICY	Last revised: NOVEMBER 14, 2013

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

VII. EXCEPTIONS TO ROUTINE PURCHASING PROCEDURES

A. Emergency Purchases

Emergency purchasing procedures should be used only when normal purchasing channels are not available. Emergency purchases may be made:

- When there is need for immediate delivery of items.
- To prevent delays in work or construction schedules.
- When there is an immediate threat to public health or safety, or
- To meet emergencies rising from unforeseen causes.
- If an emergency purchase is needed during regular working hours, notify the City Administrator or the Assistant City Administrator and obtain approval prior to making the purchase.
- If an emergency purchase is needed after regular working hours, on a holiday, or during the absence of the City Administrator or Assistant City Administrator, Department Heads (or their authorized designees) may authorize the purchase.

B. Blanket Purchase Orders

Blanket purchase orders are used for those vendors from whom many repetitive purchases are made as supplies are required. Rather than issue a purchase order form for each purchase, one order is issued for a specified period (e.g., month) to cover all purchases made during that period. Blanket purchase orders will be limited to a term of one year.

Materials and services for which blanket purchase orders are used will be determined by each Department Head. Department Heads shall be responsible to forward a list of all blanket purchase orders to the Finance Department whenever a new or renewed blanket purchase order is completed. (NOTE: If it is found that the same small items are frequently purchased under blanket purchase orders, the Department Head shall be responsible for exploring the possibility of purchasing and stocking of these items).

CITY OF DE PERE	
Title: PURCHASING POLICY	Last revised: NOVEMBER 14, 2013

VIII. SURPLUS PROPERTY POLICY

City property is declared surplus when it is no longer necessary, practical, or economical to be retained by the City. Department Heads are responsible for identifying surplus items in their departments and arranging for their sale or disposal. Items may be sold prior to the end of their useful life if it is determined that it is in the City's best interest to take advantage of the current salvage value of the item. If an item is sold or donated, City employees should not receive preferential access compared to the general public. The City Administrator and Assistant City Administrator have the authority to approve or deny the proposed use or sale of surplus property.

Once a Department Head has identified surplus property, he or she should determine if the item is of use to another department. If the surplus property has no further economic use to the City, the Department Head should determine the best disposal method and forward a recommendation to the City Administrator. Upon the City Administrator's approval, the Department Head should proceed with the disposal and provide the Finance Department with a description of the item, the quantity disposed of, and the sale price. This policy does not apply to the disposal of abandoned property acquired through police or statutory action. The Finance Department will provide information in the Annual Report to the City Council on surplus items.

CITY OF DE PERE	
Title: GRIEVANCE POLICY & PROCEDURE	Last revised: JUNE 20, 2013

ADDENDUM G

GRIEVANCE POLICY AND PROCEDURE

PURPOSE

This policy is adopted pursuant to the requirements of Wis. Stat. § 66.0509(1m)(e) for purposes of providing a process for employee grievances to be heard. The policy shall be adhered to all administrative employees, excluding public safety, for grievances of disciplines, terminations and workplace safety as set forth below. Police Department and Fire Department subordinates and Chiefs shall adhere to the provisions of Wis. Stat. § 62.13 for matters pertaining to employee discipline or disciplinary terminations, and applicable provisions of collective bargaining agreements, except in cases of workplace safety where this procedure shall apply.

POLICY

This policy formalizes a grievance procedure to review of employee concerns. It is not intended to discourage discussion between employees and supervisors on an informal basis. Every reasonable effort should be made by supervisors and employees to resolve any questions, problems and/or misunderstandings that have arisen. Accordingly, employees should first discuss any complaints or questions they may have with their immediate supervisors, and are urged to initiate such discussions at the time the dissatisfaction or questions arises. Supervisors, in turn, should take positive and prompt action to answer employees' questions and resolve complaints presented to them.

I. DEFINITIONS

The following words shall be given the meaning as set forth below wherever such words appear within the this policy:

Discipline: Any written reprimand, unpaid suspension, demotion, or other formal adverse disciplinary action, other than termination, issued against an employee by a supervisor. The term discipline does not include performance meetings or evaluations, implementation and evaluation of an employee, a performance improvement plan, informal discussions between a supervisor and employee, employee assignments or transfers, or any oral reprimand that is not memorialized in writing and placed in the employee's personnel file.

Grievance: A written complaint by an employee filed with the Human Resources Director that seeks review of the discipline, termination, or workplace safety of that employee.

Termination: Any involuntary termination of an employee's employment with the City, excluding such termination due to layoff, partial layoff, voluntary resignation, retirement, job abandonment (no call, no show), or termination due to the employee's lack of qualifications or other inability to perform the job.

CITY OF DE PERE

Title: **GRIEVANCE POLICY & PROCEDURE**Last revised: **JUNE 20, 2013**

Workplace Safety: Any conditions of employment affecting an employee's physical health or safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, and training related to the same.

II. GRIEVANCE PROCEDURE

- A. An earnest and deliberate effort shall be made to informally resolve the matter between grievant by meeting with his or her immediate supervisor and department head to discuss the subject of the grievance. If the matter is not resolved, then the employee shall reduce the grievance to writing and submit the grievance to his or her immediate supervisor within ten days after the facts upon which the grievance is known or should have been known to the employee. The grievance form can be found at the end of this policy. The immediate supervisor shall give a written answer within ten days of receipt of the grievance, with a copy to the Human Resources Director.
- B. If the grievance is not satisfactorily resolved at Step A and the grievant wishes to appeal the decision, the grievant may submit the grievance to the City Administrator within five days after having received the answer in the Step A. After receipt of the written grievance by the City Administrator, the City Administrator will meet with the grievant in an effort to resolve the issues raised by the grievance. Within ten days after the meeting, the City Administrator shall respond to the grievance in writing. The City Administrator shall also determine if the grievance is timely, if the subject matter of the grievance is within the scope of this policy, and otherwise properly processed as required by this policy. If the City Administrator is aware of other similar pending grievances, then the City Administrator may consolidate those matters and process them as one grievance.

This step shall be omitted and grievance moved from Step A to Step C in cases where a department head is the grievant and the grievance is initially filed with the City Administrator under Step A.

- C. The decision of the City Administrator shall be final unless the grievant files a written appeal requesting a hearing before an Impartial Hearing Officer (IHO) within five days of the City Administrator's response. The grievance will be referred to an IHO who will be designated by the City Attorney.

The IHO will convene a hearing in the manner which the IHO determines necessary. The IHO shall have the authority to administer oaths, issue subpoenas at the request of the parties, and decide if a transcript is necessary. The IHO may require the parties to submit grievance documents and witness lists in advance of the hearing to expedite the hearing. The IHO shall make evidentiary rulings utilizing a relaxed standard of evidence and may accept hearsay evidence. The burden of proof shall be a preponderance of the evidence.

CITY OF DE PERE

Title: **GRIEVANCE POLICY & PROCEDURE**Last revised: **JUNE 20, 2013**

In all cases, the employee shall have the burden of proof. The IHO may request oral or written arguments and replies. The IHO shall provide the parties with a written decision.

The IHO may only consider the matter presented in the initial grievance filed by the employee. The IHO shall have no power to add to, subtract from, or modify the terms of the City policy or rule that forms the basis for the grievance.

After receiving the evidence and closing the hearing, the IHO shall issue a written response. The recommendation shall contain findings of fact, analysis and a recommendation. The IHO must answer the following question: Based on the preponderance of the evidence presented, has the grievant proven the decision of the Administration was arbitrary or capricious?

The IHO shall have the power to issue a response to the grievance. The IHO shall have no power to issue any remedy, but the IHO may recommend a remedy. Remedial authority shall be subject to the determination and approval of the City Administrator and shall be addressed by the governmental body in the event the grievance is sustained.

- D. Either party may appeal an adverse determination at Step C to the Common Council, by filing a written notice appealing the decision of the IHO in the City Administrator's office within five days of the decision of the IHO. The written request for review must clearly state the reasons why the decision of the IHO is not acceptable. New issues to the grievance not raised at Step A may not be considered by the Common Council. The Common Council shall, within 30 days after submission of the appeal, schedule a review of the IHO's decision. The review will be conducted by the Common Council during a closed session meeting unless an open session is requested by the employee. The Common Council may make its decision based on the written decision of the IHO or the Common Council may examine any records, evidence and testimony produced at the hearing before the IHO. A simple majority vote of the Common Council membership shall decide the appeal within 20 days following the last session scheduled for review. The Common Council will issue a final written decision which shall be binding on all parties.
- E. Each party shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorney fees, in investigating, preparing or presenting a grievance. The costs and fees of the IHO will be borne by the City.

Failure to process a grievance within the time limit, or agreed-upon extensions, shall constitute a waiver of the grievance and the grievance will be considered resolved on the basis of the City's or IHO's last answer. Failure of a management representative to meet the time limits shall cause the grievance to move automatically to the next step in the procedure. To encourage that grievances are addressed in a prompt manner, the time limits set by this policy are intended to be

CITY OF DE PERE

Title: **GRIEVANCE POLICY & PROCEDURE**Last revised: **JUNE 20, 2013**

strictly observed and may not be extended except in extreme circumstances and then only upon the express written consent of the parties.

This procedure constitutes the exclusive process for the redress of any employee grievances as defined herein. However, nothing in this grievance procedure shall prevent any employee from addressing concerns regarding matters not subject to the grievance procedure with administration, and employees are encouraged to do so. Matters not subject to the grievance procedure that are raised by employees shall be considered by administration which has final authority, subject to any applicable City policy or directive, to resolve the matter.

III. PROCEDURE FOR WORKPLACE SAFETY GRIEVANCE

- A. Any employee personally involved in a workplace safety issue or incident must notify his or her supervisor of the issue or incident as soon as reasonably practicable. All safety issues, no matter how insignificant the situation may appear to be, must be reported.

Time Limit: Any workplace safety incident or issue must be reported by an employee within 24 hours after the incident or issue was raised in order to be addressed as part of the grievance procedure.

A written report of the incident or issue, outlining the events that transpired and resolution, if any, shall be created by the supervisor involved in the incident and signed by all concerned parties and submitted to the Employee Safety Committee for review and consideration within five days of the incident or issue.

- B. After receipt of the written report, the Employee Safety Committee will conduct an additional investigation, if required, and normally issue a final report on its findings and conclusions within ten days of meeting to review the written report. Copies of the report will be given to the grievant, the person(s) who signed the written report and to the City Administrator.
- C. The employee may appeal the findings and conclusions of the Employee Safety Committee and request the appointment of an IHO. The grievant shall have the burden of proof to show the decision of the Employee Safety Committee was arbitrary or capricious. The IHO may request oral or written arguments and replies. The IHO shall provide the parties with a written decision. The IHO may only consider the matter presented in the initial grievance filed by the employee. The IHO shall have no power to add to, subtract from or modify the terms of the City policy or rule that forms the basis for the grievance.

Time Limit: If the employee does not submit a written grievance to the City Administrator requesting a hearing before an IHO within five days after receipt of the Employee Safety Committee Report, the grievance can no longer be addressed in the grievance procedure. If timely requested, the hearing will normally be scheduled within 30 days of receipt of the request for hearing. The IHO may

CITY OF DE PERE

Title: **GRIEVANCE POLICY & PROCEDURE**Last revised: **JUNE 20, 2013**

require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. At the conclusion of the hearing, the IHO shall record one of three outcomes: (1) Sustaining the conclusions of the Employee Safety Committee, (2) Denying the conclusions of the Employee Safety Committee, or (3) Recommending additional investigation prior to a final determination.

- D. The City or employee may appeal the decision of the IHO to the Common Council. In cases where the IHO recommends an additional investigation, at the conclusion of the additional investigation, the matter will be automatically referred to the Common Council. The decision of the Common Council shall be final and binding upon the parties.

Time Limit: The employee may request a hearing before the Common Council by filing a request within five days of receipt of the written decision of the IHO. If not timely submitted, the grievance can no longer be addressed in the grievance procedure.

Each party shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorney fees, in investigating, preparing or presenting a grievance. The costs and fees of the IHO will be borne by the City.

Failure to process a grievance within the time limit, or agreed-upon extensions, shall constitute a waiver of the grievance and the grievance will be considered resolved on the basis of the City's or IHO's last answer. Failure of a management representative to meet the time limits shall cause the grievance to move automatically to the next step in the procedure. To encourage that grievances are addressed in a prompt manner, the time limits set by this policy are intended to be strictly observed and may not be extended except in extreme circumstances and then only upon the express written consent of the parties.

This procedure constitutes the exclusive process for the redress of any employee grievances as defined herein. However, nothing in this grievance procedure shall prevent any employee from addressing concerns regarding matters not subject to the grievance procedure with administration, and employees are encouraged to do so. Matters not subject to the grievance procedure that are raised by employees shall be considered by administration which has final authority, subject to any applicable City policy or directive, to resolve the matter.

Statement of Grievance (continued)

Names and Contact Information of persons involved:

Steps taken to informally resolve the dispute and results:

Reasons why the actions of the supervisor should be overturned, if applicable, or desired remedy:

If alleging a workplace safety issue, identify the workplace rules allegedly violated, if applicable:

Attach to this statement a copy of all documentation related to the grievance in your possession.

Date and Signature of Employee-Grievant

CITY OF DE PERE	
Title: LOCKER ROOM CONDUCT POLICY	Last revised: MAY 3, 2013

ADDENDUM H

LOCKER ROOM CONDUCT POLICY

PURPOSE

The City acknowledges that a person's personal privacy interests are implicated when using a City-owned and operated locker room. Filming, interviewing or picture taking are strictly prohibited. The City, therefore, in accordance with Wis. Stat. § 175.22, adopts this policy to reflect the personal privacy interests of the users of City locker rooms. The City reserves the right to search locker rooms and the contents contained in locker rooms to the extent permitted by law.

POLICY

I. DEFINITIONS

City locker room: All locker rooms owned or operated by the City.

Dual-use locker room: Locker rooms that are intended as employee-only locker rooms during regular business hours and public locker rooms outside regular business hours.

Employee-only locker room: Locker rooms that are intended only for use by City employees of the department in which the locker room is located.

Public locker room: Locker rooms that are intended only for use by the public during normal business hours.

Recording device: Camera, video recorder, or any other device that may be used to record or transfer images.

Surveillance device: Any device, instrument, apparatus, implement, mechanism or contrivance used, designed to be used, or primarily intended to be used to observe the activities of persons. "Surveillance device" includes a peephole.

II. PROHIBITED ACTIVITIES

Except as provided herein, no person may enter or remain in any City locker room to interview or seek information from any individual in the locker room. This prohibition shall not apply to law enforcement, or fire, rescue or first responder personnel while engaged in or in pursuit of official duties.

No person may capture, record, transfer, display, reproduce or distribute a representation of a nude or partially nude person in any City locker room.

CITY OF DE PERETitle: **LOCKER ROOM CONDUCT POLICY**Last revised: **MAY 3, 2013**

No person may use a recording device (including a cell phone) or a surveillance device, to capture, record, transfer, display, reproduce or distribute a representation of a nude or partially nude person in any City locker room.

Except as provided herein, the possession of any recording device or surveillance device in any City locker room is prohibited. This prohibition shall not apply to:

1. Possession of City-issued recording devices and personal cell phones in employee-only locker rooms; and
2. Possession of personal or City-issued cell phones in dual-use locker rooms during regular business hours.

III. PENALTIES

Penalties for violating this policy include, but are not limited to, loss of privileges to use the locker room and referral for investigation of criminal activities.

IV. POSTING NOTICE

Copies of this policy shall be:

1. Distributed to all employees;
2. Made available to all patrons of public locker rooms; and
3. Made available at the City Clerk's office and at the Municipal Services Center.

Notices prohibiting the possession of cell phones in public locker rooms and in dual-use locker rooms after regular business hours shall be posted on all locker room entrance and exit doors.

CITY OF DE PERE	
Title: DRESS CODE/APPEARANCE AND Demeanor Policy	Last revised: JUNE 20, 2013

ADDENDUM I

DRESS CODE/APPEARANCE AND Demeanor Policy

PURPOSE

City employees present the first impression of the City of De Pere to members of the public and, therefore, must present a professional image at all times. Professional attire complements an environment that reflects an efficient, orderly and professionally operated organization.

The purpose of this policy is to provide guidelines for employees and management as to what does and does not constitute appropriate professional attire. This policy is not an all-inclusive list of what is and is not acceptable and employees must use sound judgment in their choice of clothing worn to work.

This policy shall apply when employees are on City business or otherwise representing the City. Each department head has the authority to formally set additional dress code expectations that are consistent with those noted in this policy.

POLICY

Appropriate attire depends upon the degree of public contact, nature of work, and safety issues. While the decision on what is appropriate attire is the responsibility of each employee, management reserves the right to determine the appropriateness of disputed attire.

I. ADMINISTRATIVE AND OFFICE EMPLOYEES

- A. A business casual dress code is appropriate for City employees Monday through Thursday.
 1. Appropriate business casual dress:
 - a. Clothing that projects a professional image. All clothing shall be clean and without tears, patches, rips or holes.
 - b. Slacks, dress pants, or pants similar in style to Dockers or other makers of cotton, synthetic, wool or flannel pants.
 - c. Dresses or skirts no shorter than two inches above the top of the knee.
 - d. Casual shirts, dress shirts, sweaters, vests, sleeveless sweaters and shirts, golf-type shirts, and turtlenecks.
 - e. Suit jackets and sport jackets.

CITY OF DE PERE	
Title: DRESS CODE/APPEARANCE AND DEMEANOR POLICY	Last revised: JUNE 20, 2013

- f. Walking shoes, loafers, clogs, boots, flats and dress heels. Open toe shoes (including sandals) will be acceptable for women only.
 - g. Non-blue denim jeans, if approved by the department head.
- B. A casual dress code is appropriate for City employees on Fridays. Employees are expected to present a neat appearance and shall not wear items classified as “Unacceptable Attire.”
 - 1. Appropriate casual Friday dress:
 - a. jeans in good condition/denim skirts (i.e., not ripped or tattered);
 - b. sweatshirts/denim shirts/ t-shirts;
 - c. casual dresses and skirts;
 - d. Green Bay Packers attire will be allowed on the day of, or the Friday prior to, Packers games. Jeans are allowed on a day of a Packer game (non-Friday) as long as Packer attire is worn.
 - 2. Unacceptable Attire: The following is not acceptable attire for all City employees:
 - a. Clothing that is tight, sheer or otherwise reveals the midriff, buttocks or cleavage.
 - b. Clothing that contains offensive words, cartoons or images.
 - c. Clothing that contains political statements, slogans or campaign-related information.
 - d. If an employee may influence the determination of a contract with a vendor, the employee shall not wear any type of clothing, footwear or headgear that contains the name of a company or corporation that the City contracts with or uses as a vendor.
 - e. Blue denim jeans (with the exception of Fridays and Packers game days), bib overalls, sweatpants, exercise/pants, warm-up suits, leggings/stretch pants, and any spandex-like material pants.
 - f. Shorts/culottes/skorts, tight skirts, mini-skirts, strapless dresses, and spaghetti strap shirts/dresses, midriff tops, halter tops and tube tops.
 - g. Shower footwear, beach flip-flops, or slippers.

CITY OF DE PERE	
Title: DRESS CODE/APPEARANCE AND DEMEANOR POLICY	Last revised: JUNE 20, 2013

- h. Employees with visible body piercings other than ear will be required to remove the jewelry while at work.
 - i. Any tattoos that are or may be interpreted as offensive (profanity, weapons, violence, nudity, blood, etc.) are to be covered by clothing or a bandage.
 - j. Hats
3. Seasonal Attire:
- The following is acceptable attire during warm weather months.
- a. Capri pants may be worn as general attire Monday through Friday. Capris must be at least two inches below the knee, with no excessive cargo pockets. Denim Capris will only be allowed on casual Fridays.
 - b. Dress sandals will be allowed as appropriate footwear; however, beach attire, flip flops or casual sandals are unacceptable.
 - c. Hosiery is not required during the warm weather months, but is required other times during the year.

II. NON-OFFICE EMPLOYEES

The specific attire requirements of Section I of this policy do not apply to City employees who wear uniforms or in situations where the employee's clothing is addressed through a collective bargaining agreement.

Employees working in the field or who are performing manual duties may wear attire such as jeans or similar attire that is appropriate to the type of work being performed by the employee. This exception must be approved in advance by the department head.

Employees are responsible for keeping their uniforms neat, clean and in good repair. Uniforms shall be worn only during work hours, or for conducting official City business outside working hours.

All clothing and safety equipment must be worn as necessary for the type of work being conducted. Failure to wear protective gear and safety clothing may result in discipline. All employees who perform physical manual labor shall also be required to wear protective gear and safety clothing and remove any loose or dangling jewelry that may present a safety hazard.

Safety Shoes. For those positions that require safety shoes, the employee be allowed to spend up to One Hundred Dollars (\$100.00) annually for approved ANSI Standard Safety Shoes. If employee desires more expensive shoes, the employees will pay the additional

CITY OF DE PERE	
Title: DRESS CODE/APPEARANCE AND DEMEANOR POLICY	Last revised: JUNE 20, 2013

costs. The City reserves the right to deny purchasing shoes for any reason for any employee with good cause.

Water Division. The Water Division uniform consists of shirts, pants and jacket. An annual uniform allowance of One Hundred Sixty-Five (\$165.00) Dollars is credited to the account of each employee to be used for the purchase and maintenance of pants and jacket. The City may permit the employee to carry over for one year to the next year the unused portion for the jacket purchase. The City will provide to the employee a City logo for the jacket. The employee is responsible to ensure the logo is properly attached to the jacket. The City will launder and provide seasonally appropriate work shirts per week per employee.

Street Division and Park, Recreation and Forestry Department. The uniform for employees in the Street Division and Park, Recreation and Forestry Department is provided by the City. The uniform consists of up to six T-shirts or three safety T-shirts. One safety T-shirt is considered the equivalent of two T-shirts. The City may provide replacement T-shirts annually or as needed when existing shirts are worn out. If the City deems shirts need to be replaced, then the employee shall exchange with the City the worn out shirts for new shirts. T-shirts or safety T-shirts shall be worn by the employee from May 1 to November 1 each year. The employee shall be responsible for laundering the T-shirts. If the weather requires, a coat or other outerwear may be worn over the T-shirt.

Mechanics Division. The City provides the equipment mechanics two pairs of coveralls. Coveralls provided will be replaced by the City upon return of the worn or otherwise unusable pair to the City. Disposable coveralls will be made available to employees filling the duties of equipment mechanic on a temporary basis. All other employees of the Mechanics Division will be provided with T-shirts as set forth in the Street Division and Park, Recreation and Forestry Department uniform requirements above.

Field Parks and Public Works employees may wear shorts during the summer months. Shorts shall be subject to the following minimum specifications:

- a. Shorts should be of knee length or of a length not more than four inches above the knee.
- b. All shorts shall be hemmed and cutoffs are prohibited.
- c. Shorts should be solid in color, made of denim, cotton or similar material.
- d. Shorts may not be permitted for all activities and are only permitted as authorized by a supervisor.

CITY OF DE PERE	
Title: DRESS CODE/APPEARANCE AND DEMEANOR POLICY	Last revised: JUNE 20, 2013

III. REQUIREMENTS FOR ALL EMPLOYEES

Employees are responsible for complying with the above expectations and guidelines. Employees should contact their supervisor or the Human Resources Department if they have a question as to whether or not a certain item is considered acceptable attire. Department heads and supervisors are responsible for monitoring compliance with this policy within their departments.

Exceptions to this policy may be made on a case-by-case basis for religious reasons, medical conditions, and other applicable circumstances. Requests of this nature must be submitted for review by the department head and the Human Resources Department.

DRAFT

CITY OF DE PERE	
Title: ETHICS CODE AND POLICY	Last revised: JUNE 20, 2013

ADDENDUM J

ETHICS CODE AND POLICY

PURPOSE

It is declared that high moral and ethical standards among City employees are essential to the conduct of representative government and that a code of ethics for the guidance of public officers and employees will assist them in avoiding conflicts of interest, will improve standards of public service, and will promote and strengthen the confidence of the residents of the City in their public officers and employees.

POLICY

I. DEFINITIONS

Public officer means all of those persons defined in Wis. Stat. § 62.09 and all members of boards, commissions and committees of the City, whether paid or unpaid.

Public employee means any person excluded from the definition of a public officer who is employed by the City.

Anything of value means any gift, gratuity, favor, service or promise of present or future employment, but does not include actual, necessary and authorized expenses, or the exchange of seasonal, anniversary or customary gifts among relatives and friends.

II. STANDARDS OF CONDUCT

Generally, this policy shall not prevent City officers or employees from accepting employment or following any pursuit which does not interfere with the full and faithful discharge of their duties to the City; City officers and employees retain their rights as citizens as to interests of a personal or economic nature; and standards of ethical conduct need to distinguish between those minor and inconsequential conflicts that are unavoidable in a free society and those which are substantial and material.

This policy prevents City officers and employees from engaging in the following activities:

- A. Financial Gain. City officers or employees may not use their public positions to obtain financial gain for themselves or their immediate families, or for any business with which they are associated.
- B. Special Privileges. City officers or employee may not use or attempt to use their public positions to influence or gain unwarranted benefits, advantages or privileges for themselves or others.

CITY OF DE PERE	
Title: ETHICS CODE AND POLICY	Last revised: JUNE 20, 2013

- C. Gifts and Gratuities. No City officer or employee shall receive or offer to receive, either directly or indirectly, any gift, gratuity or anything of value from any person if such person:
1. Has or is seeking to obtain contractual or other business or financial relationships with the City, its boards, commissions or committees; or
 2. Conducts operations or activities, which are regulated by the City, its boards, commissions or committees.
- D. Contracts with the City. No City officer or employee who, in his or her capacity as such officer or employee, participates in the making of a contract in which such officer or employee has a private pecuniary interest, directly or indirectly, or performs in regard to that contract some function requiring the exercise of discretion on the part of such officer or employee, shall enter into any contract with the City unless the contract is awarded through a process of public notice and competitive bidding, pursuant to Wis. Stat. § 62.15.
- E. Incompatible Employment. No City officer or employee shall engage in or accept private employment from or render service to a private interest when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair such official's or employee's independence of judgment or action in the performance of his or her official duties, unless otherwise permitted by law and unless disclosure of such private employment is made to the Finance/Personnel Committee.
- F. Disclosure of Interest in Legislation. To the extent known, any member of the Common Council who has a financial interest in any proposed legislative action before the Common Council shall disclose on the records of the Common Council the nature and extent of such interest.
- Any City officer or employee who has a financial interest in any proposed legislative action before the Common Council or a City board, commission or committee, and who participates in discussion of or gives an official opinion or recommendation regarding such matter, shall disclose on the records thereof the nature and extent of such interest.
- G. Confidential Information. City officers and employees may not use or disclose confidential information gained in the course of or by reason of their official positions or duties in a way that could result in financial gain or benefit for themselves or others.
- H. Campaign Contributions. Campaign contributions shall be reported by all candidates for City office in strict conformity with legal requirements. Campaign contributions shall be excluded from the provisions of this policy.

CITY OF DE PERE	
Title: ETHICS CODE AND POLICY	Last revised: JUNE 20, 2013

III. PENALTY AND SANCTIONS

Violation of any provision of this policy may constitute cause for suspension, removal from office or employment, or other disciplinary action by the appropriate City authority. Suspension or removal proceedings of City officers shall be pursuant to Wis. Stat. § 17.12.

IV. SEVERABILITY

If any provisions of this policy are held invalid or unconstitutional or if the application of this policy to any person or circumstance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this policy which can be given effect without the invalid or unconstitutional provision or application.

DRAFT

CITY OF DE PERE	
Title: OUTSIDE EMPLOYMENT WAIVER REQUEST FORM	Last revised: JULY 1, 2013

ADDENDUM K

OUTSIDE EMPLOYMENT WAIVER REQUEST FORM

The undersigned (Employee) shall not engage in any employment which might in any way hinder or impair the impartial performance of his or her public duties for the City of De Pere, embarrass the City government, conflict with his or her primary employment with the City, or impair his or her efficiency. Employee must obtain prior written approval from the City before undertaking outside employment. Employee must sign this waiver in order to be granted permission to engage in outside employment.

Employee does hereby waive and release the City from liability, expenses or costs because of any occupational injury or occupational sickness incurred by reason of any employment performed by Employee other than as an employee of the City. Employee further releases the City from any claim for wages or any benefits for the accrual of sick and vacation leave during his or her absence caused by such occupational injury or occupational sickness from employment performed other than as an employee of the City. Employee agrees and understands that he or she will be responsible for payment of all medical, and life insurance policy premiums during his or her absence caused by such occupational injury, or occupational sickness, commencing the first month after the month of such injury or sickness, excepting that such premiums will continue to be paid by the City during the period an employee makes use of previously accrued sick leave and vacation benefits in amounts required by the City for benefit eligibility. Employee does not waive any sick or vacation leave that he or she has accumulated.

(Please Print Your Name) Date: _____

Place of Employment: _____

Address: _____

Work to be performed: _____

Police Personnel Only

Will the work require any security/law enforcement responsibility, including the enforcement of any state or local law, or the exercise of any police power on behalf of the City?

____ Yes (If "Yes," explain below) ____ No

Explain: _____

Supervisor's Recommendation: Date: _____ Initials: _____

____ Approved ____ Disapproved

Comments: _____

APPROVAL _____ Date _____
Department Head

CITY OF DE PERE	
Title: SEXUAL AND OTHER UNLAWFUL HARASSMENT, DISCRIMINATION AND RETALIATION POLICY	Last revised: AUGUST 23, 2013

ADDENDUM L

SEXUAL AND OTHER UNLAWFUL HARASSMENT, DISCRIMINATION AND RETALIATION POLICY

PURPOSE

The purpose of this policy is to maintain a healthy and safe work environment in which all individuals are treated with respect and dignity and to provide procedures for reporting, investigating and resolving complaints of unlawful harassment, discrimination and retaliation. Federal and state law provides for the protection of classes of persons discriminated against based on race, color, sex, religion, age (over 40), disability, marital status, and national origin. Not protected by federal law but protected by this policy are persons discriminated against based on their sexual orientation and other protected statuses. Harassment on the basis of any of the aforementioned is illegal under Wis. Stat. §§ 111.31–111.39. Retaliation for reporting harassment or discrimination or for participating in an investigation is also prohibited.

POLICY

It is the policy of the City that all employees have the right to work in an environment free of all forms of unlawful harassment, discrimination or retaliation. The City will not tolerate, condone or allow harassment, discrimination or retaliation by any employee or non-employees who conduct business with the City. The City considers harassment, discrimination and retaliation of others to be forms of serious employee misconduct. The City will take direct and immediate action to prevent such behavior and to remedy all confirmed instances of harassment, discrimination and retaliation. A violation of this policy will result in discipline up to and including termination and other corrective action designed to end the offending behavior. Repeated violations, even if “minor,” will result in significant levels of discipline up to and including termination.

I. DEFINITIONS

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made, either explicitly or implicitly, a term or condition of employment;
2. Submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or
3. Such conduct has the purpose or effect of unreasonably interfering with an employee’s work performance or creates an intimidating, hostile or offensive working environment.

CITY OF DE PERE	
Title: SEXUAL AND OTHER UNLAWFUL HARASSMENT, DISCRIMINATION AND RETALIATION POLICY	Last revised: AUGUST 23, 2013

Verbal sexual harassment: Includes, but is not limited to, sexual innuendos, degrading or suggestive comments, repeated pressure for dates, jokes of a sexual nature, unwelcome sexual flirtations, degrading words used to describe an individual, obscene and/or graphic descriptions of an individual's body, or threats that job, wages, assignments, promotions or working conditions could be affected if the individual does not agree to a suggested sexual relationship.

Non-verbal sexual harassment: Includes, but is not limited to, sexually suggestive or offensive objects or pictures, inappropriate usage of voicemail, e-mail, the Internet or other such sources as a means to express or obtain sexual material, comments, printed or written materials including offensive cartoons, suggestive or offensive sounds, whistling, catcalls, or obscene gestures. This includes any material which inappropriately raises the issues of sex or discrimination or when an employee is treated differently than other employees when they have refused an offer of sexual relations.

Physical sexual harassment: Includes, but is not limited to, unsolicited or unwelcome physical contact of a sexual nature, which may include touching, hugging, massages, kissing, pinching, patting or regularly brushing against the body of another person.

Discrimination: means a failure to treat a person equally and without discrimination based on protected status under the law where no reasonable distinction can be found between those favored and those not favored.

Other forms of unlawful harassment or discrimination: Includes, but is not limited to, persistent and unwelcome conduct or actions, conduct that is objectively unreasonable or offensive and that could result in a hostile or intimidating working environment, including persistently bothering, disturbing or tormenting another person on the basis of disability, sex, arrests or conviction record, marital status, sexual orientation, membership in the military reserve, or use or nonuse of lawful products away from work and other protected statuses according to applicable law.

Extension of the workplace: Includes, but is not limited to, retirement parties, golf outings or any other social gatherings of employees.

II. **PROHIBITED ACTIVITY (SEXUAL HARASSMENT AND HARASSMENT)**

A. **General**

1. No employee shall engage in verbal or nonverbal sexual harassment, physical sexual harassment, or other forms of unlawful harassment or discrimination.
2. No employee shall, either explicitly or implicitly, ridicule, mock, deride or belittle any person or engage in any verbal, written, visual or physical act

CITY OF DE PERE	
Title: SEXUAL AND OTHER UNLAWFUL HARASSMENT, DISCRIMINATION AND RETALIATION POLICY	Last revised: AUGUST 23, 2013

that creates a hostile, intimidating or offensive work environment or that interferes with an individual's job performance.

3. Employees shall not make offensive or derogatory comments to any person, either directly or indirectly, based on one's protected status such as race, color, sex, religion, age, disability, sexual orientation, marital status or national origin. Such harassment is a prohibited form of discrimination under state and federal employment law and/or is also considered misconduct subject to disciplinary action by the City.
4. Individuals covered under this policy include all employees. Any unwelcome conduct that originates from a non-employee or official (e.g., customers, citizens, temporary employees, volunteers, contractors, etc.) will be investigated in accordance with this policy.
5. This policy covers any incident that occurs at an extension of the workplace. All conduct, whether before, during or after the event, will be considered under this policy.

B. Supervisory Responsibilities

1. Each supervisor shall be responsible for preventing prohibited activities as defined above by:
 - a. Monitoring the work environment for signs of harassment, discrimination, retaliation and other prohibited conduct;
 - b. Informing employees of the types of behavior prohibited, and the procedures for reporting and resolving complaints of harassment, discrimination and retaliation;
 - c. Stopping any observed behavior that may be prohibited conduct or considered harassment, discrimination or retaliation, and taking appropriate steps to intervene and report behavior, whether or not the involved employees are within his or her line of supervision; and
 - d. Taking immediate action to prevent retaliation toward the complaining party or witnesses and to eliminate the hostile work environment where there has been a complaint of harassment, discrimination or retaliation pending the City's investigation. If a situation requires separation of the parties, then care should be taken to avoid actions that appear to punish the complainant. Transfer or reassignment of any of the parties involved should be reviewed with the Human Resources Department prior to the

CITY OF DE PERE	
Title: SEXUAL AND OTHER UNLAWFUL HARASSMENT, DISCRIMINATION AND RETALIATION POLICY	Last revised: AUGUST 23, 2013

move, and the transfer or reassignment should be voluntary if possible. If it must be non-voluntary, then the transfer should be temporary pending the outcome of the investigation.

2. Each supervisor has the responsibility to assist any employee of the City who comes to that supervisor with a complaint of harassment, discrimination or retaliation by documenting and filing a complaint with the Human Resources Director or other reporting authority as designated by the City.
3. Failure to carry out these responsibilities may be grounds for discipline.

C. Employee Responsibilities

1. Each employee, including elected officials and supervisors of the City, is responsible for assisting in the prevention of harassment by the following acts:
 - a. Refraining from conduct prohibited by this policy, including the participation in or encouragement of actions that could be perceived as harassment, discrimination or retaliation, or conduct in violation of this policy;
 - b. Behaving courteously and professionally toward fellow employees;
 - c. Reading this policy and fully understanding and complying with its requirements;
 - d. Immediately and thoroughly reporting acts of harassment, discrimination or retaliation or other prohibited conduct to a supervisor; and
 - e. Encouraging any employee who confides that he or she is being harassed, retaliated or discriminated against to report these acts to a supervisor.
2. Employees are expected to cooperate fully in any investigation, whether or not they are directly involved in the incident.
3. Employees shall not take any action that would discourage another employee from reporting prohibited conduct or cooperating in an investigation of alleged prohibited conduct.

CITY OF DE PERE	
Title: SEXUAL AND OTHER UNLAWFUL HARASSMENT, DISCRIMINATION AND RETALIATION POLICY	Last revised: AUGUST 23, 2013

III. PROCEDURES

- A. Any employee encountering harassment, discrimination or retaliation is encouraged, but not required, to inform the person that his or her actions are unwelcome and offensive and that the person should stop such behavior. This initial contact can be either verbal or in writing. The employee should document all incidents in order to provide the fullest basis for investigation.
- B. Any employee who believes that he or she is being harassed, discriminated or retaliated against shall report the incident as soon as possible to his or her supervisor so that steps may be taken to protect the employee from further harassment, discrimination or retaliation, and so that appropriate investigative and corrective actions may be initiated. When reporting to a supervisor is not practical, the employee should report the incident to the Human Resources Director, the City Administrator, or the City Attorney.
- C. The supervisor or other person to whom a complaint is given shall meet with the employee and document the facts surrounding the incident complained of, including the specific conduct complained of, the persons performing or participating in the conduct, any witnesses to the incident, and the date on which the incident occurred.
- D. The Human Resources Director shall be responsible for investigating any complaint alleging harassment, discrimination or retaliation. To the extent the complaint is against the Human Resources Director, then the City Administrator or his or her designee shall be responsible for investigation of any complaint in conformance with this policy.
 1. The Human Resources Director shall immediately notify the City Attorney if the complaint contains evidence of criminal activity, such as battery, rape or attempted rape.
 2. The Human Resources Director will maintain appropriate records of all investigations.
 3. The Human Resources Director shall inform the complainant of the outcome of the investigation.
 4. There shall be no retaliation against any employee for filing harassment, discrimination or retaliation complaint, or for assisting, testifying or participating in the investigation of such a complaint.
 5. The complaining party's confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances.

CITY OF DE PERE	
Title: SEXUAL AND OTHER UNLAWFUL HARASSMENT, DISCRIMINATION AND RETALIATION POLICY	Last revised: AUGUST 23, 2013

6. The City will take prompt and effective remedial action to end the prohibited behavior, which may include appropriate disciplinary action, up to and including termination of employment of any employee who engages in sexual or other harassment or who otherwise violates this policy. Further, the City will correct any adverse employment action an employee experienced due to conduct prohibited by this policy. Misconduct constituting harassment, discrimination or retaliation will not be tolerated and will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling, reassignment, and/or disciplinary action such as warning, reprimand, reassignment, suspension without pay, or termination, as the City believes appropriate under the circumstances.
7. If the City does not employ the individual involved in harassing or inappropriate conduct, the individual will be informed of the City's policy and appropriate remedial action will be taken.
8. In all cases, the City will make follow-up inquiries to make sure the harassment, discrimination or retaliation has stopped. If an employee is not satisfied with the results of the investigation or follow-up action, or if further harassment or other unacceptable conduct occurs, the employee should contact the Human Resources Director or designated person promptly.
9. The complainant or employees accused of harassment may file an appeal with the City Administrator if they disagree with the investigation or disposition of a complaint.

III. RETALIATION

Retaliation against any employee for filing a harassment, discrimination or retaliation complaint, or for assisting, testifying or participating in the investigation of such a complaint, is illegal and is prohibited by City, state and federal law.

1. Retaliation is a form of employee misconduct. Any evidence of retaliation shall be considered a separate violation of this policy and shall be handled by the same complaint procedures established for harassment and discrimination complaints. Retaliation may subject an individual to additional discipline up to and including dismissal.
2. Monitoring to ensure that retaliation does not occur is the responsibility of the supervisors.
3. Employees who are found to have retaliated against a complainant will subject themselves to discipline which shall be separate from, and in addition

CITY OF DE PERE	
Title: SEXUAL AND OTHER UNLAWFUL HARASSMENT, DISCRIMINATION AND RETALIATION POLICY	Last revised: AUGUST 23, 2013

to, any discipline determined to be appropriate as a result of the City's findings on the initial complaint.

4. This policy does not protect employees from being disciplined for filing frivolous or fraudulent complaints, nor does it protect them from sanctions stemming from defamation suits.

V. TRAINING.

- A. The Human Resources Department will provide periodic and refresher training concerning the nature of harassment, discrimination and retaliation in the workplace and prohibitions on such actions defined in this policy.
- B. Any employee who has any questions or concerns about this policy should talk with his or her supervisor or the Human Resources Director.

CITY OF DE PERE	
Title: CONCEAL/CARRY PROHIBITION POLICY	Last revised: JUNE 20, 2013

ADDENDUM M

CONCEAL/CARRY PROHIBITION POLICY

PURPOSE

The State of Wisconsin's concealed carry gun law makes it legal for citizens to carry firearms and weapons on their bodies or in their vehicles with a special permit, except where prohibited by law. While citizens and employees of the City are encouraged to exercise their rights under state and federal law, the City recognizes the right to protect its employees and citizens and has adopted an ordinance as well as a City policy that bans employees from carrying weapons while on City property. This policy was developed to detail and communicate information regarding weapons, locations of prohibition, as well as employer responsibilities.

POLICY

Upon the effective date of the 2011 Wisconsin Act 35 legislation ("Act 35" or "concealed carry"), the City has adopted Ordinance #11-13 and this policy prohibiting employees from carrying weapons and firearms during the course of their employment.

I. DEFINITIONS

Act 35 means Wisconsin Legislation created to enable citizens to carry concealed weapons, with appropriate licensing.

Firearm means a weapon that acts by force of gunpowder.

Law enforcement means any person employed by the State of Wisconsin, or any political subdivision of this state, for the purpose of detecting and preventing crime and enforcing laws or ordinances and who is authorized to make arrests for violations of the laws or ordinances he or she is employed to enforce.

Prohibited locations means City buildings, City Hall, Fire Stations #1 and #2, Community Center, Legion Park Pool House, VFW Park Pool House, all City well/pump & CBCWA stations, the Municipal Service Center, City vehicles, and City parks and streets.

Weapon means a handgun, a billy club, a knife other than a switchblade, or an electronic weapon, as defined in Wis. Stat. § 941.295, or any device which is designed, redesigned, used or intended to be used, offensively or defensively, to immobilize or incapacitate persons by the use of electric current.

II. PROHIBITED CONDUCT

Employees are banned from carrying weapons or firearms during the course of their employment and in any prohibited locations during the course of their employment.

CITY OF DE PERE	
Title: CONCEAL/CARRY PROHIBITION POLICY	Last revised: JUNE 20, 2013

III. EXCEPTIONS

1. The City cannot prohibit persons who are licensed to carry concealed weapons/firearms under Wis. Stat. § 175.60, or who are considered out-of-state licensees, from carrying or storing weapons or firearms in their vehicle, regardless of whether the vehicle is used in the course of employment, or the vehicle is parked on property used by the City.
2. This policy does not apply to sworn, active police officers during the course of their employment.
3. This section shall not apply to employees employed as sworn police officers.
4. This section shall not apply to employees who are licensed pursuant to Wis. Stat. § 175.60 or are considered out-of-state licensees thereunder, from carrying or storing a weapon or firearm in the employee's personal vehicle regardless of whether the employee's personal vehicle is used in the course of his/her employment with the City or whether the employee's personal vehicle is driven or parked on property used by the City.
5. Retired police officers may inquire with the Police Chief to request an identification badge, allowing the retired officer an exception from this policy.

IV. POSTING

The City shall post signs, meeting the requirements of Wis. Stat. § 943.13(2)(bm)1, in prominent places near all entrances of such buildings regarding such restrictions.

V. VIOLATIONS

Any person who enters or remains in the aforementioned City building contrary to such signage shall be considered a trespasser subject to penalty as proscribed under § 8.943.13 of this code.

CITY OF DE PERE	
Title: DRUG AND ALCOHOL TESTING POLICY	Last revised: JUNE 20, 2013

ADDENDUM N

DRUG AND ALCOHOL TESTING POLICY

PURPOSE

The City recognizes the use or abuse of illegal drugs or alcohol can have a significant impact on the workplace in terms of safety, workers' compensation claims, personal day benefits, absenteeism and productivity. The City is concerned about employees who use or abuse illegal drugs or alcohol. Therefore, the City has established a drug and alcohol testing policy.

All employees are responsible for maintaining safe, healthy and productive working conditions. Being under the influence of a drug or alcohol on the job poses serious safety health risks not only to the user, but also to all those who work with the user, and creates unacceptable risks for safe and efficient operations. Accordingly, it is the right, obligation and intent of the City to maintain a safe and efficient working environment for all of its employees and to protect City property, equipment and operations. With these objectives in mind, the City has established the following policy with regard to the use, possession or distribution of alcohol, controlled substances and over-the-counter medications.

It is the City's intention to comply fully with the Department of Transportation (DOT) regulations governing drug and alcohol use and testing, and the requirements of the DOT regulations have been incorporated into this Policy. In the event the DOT regulations are amended, this policy and the applicable terms, conditions and requirements of this policy shall be deemed to have been automatically amended at that time, without the need for redrafting, in order to reflect, and be consistent with, the DOT regulations. In such case, the City reserves the right to apply the amended requirements immediately and without giving prior notice to drivers or applicants, unless such notice is required by DOT or other applicable law. It is also the City's intention to comply with any applicable state requirement governing drug and alcohol testing not preempted by the DOT regulations. The City also intends to comply with the applicable requirements of the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act, and the Family and Medical Leave Act.

POLICY

A. Pre-employment Screening

The City may require candidates for employment to take a screening test designed to prevent the hiring of individuals who presently use illegal drugs or who are under the influence of alcohol or drugs. Applicants for employment who are to be tested for the presence of alcohol or illegal drugs will be informed and will be requested to sign a consent form authorizing the test. If a candidate refuses to provide consent for the test or tests positive for illegal drugs or alcohol, then the candidate will no longer be considered for employment.

CITY OF DE PERE	
Title: DRUG AND ALCOHOL TESTING POLICY	Last revised: JUNE 20, 2013

B. On the Job Use, Possession or Sale of Drugs or Alcohol

Being under the influence of a drug or alcohol while performing City business or while in a City facility or using City property is strictly prohibited. "Under the influence" means, for the purposes of this policy, that the employee is affected by a drug or alcohol or the combination of a drug and alcohol in any detectable manner. The symptoms of influence are not confined to those consistent with misconduct, or to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. A determination of influence can be established by professional opinion, a scientifically valid test, and, in many cases, by a layperson's opinion.

The use or being under the influence of any prescribed, over-the-counter, or otherwise legally obtained drug while performing City business, or while at a City facility or using City property is prohibited if such use or influence may affect the safety of the employee, co-workers, members of the public, or the safe or efficient operation of the City. An employee must report such use of a legally-obtained drug to his or her supervisor. If the employee's supervisor determines that the employee does not pose a threat to his or her own safety or the safety of co-workers, and that the employee's job performance is not significantly affected by the drug, then the employee may continue to work. The City will take all steps necessary and reasonable to accommodate employees whose disabilities require them to take legal drugs.

The use, sale, purchase, transfer or possession of any alcohol, illegal drug, or prescribed drug or narcotic not prescribed to that employee while at a City facility or while performing City business is prohibited.

Employees will be subject to disciplinary action, up to and including termination, for violations of this policy. Violations include, but are not limited to, possessing illegal or non-prescribed drugs and narcotics or alcohol at work; being under the influence of those substances while working; using them while working; or dispensing, distributing, or illegally manufacturing or selling them on City premises and work sites. Employees should note that a violation of this policy can result in disciplinary action, up to and including termination, even for the first offense.

C. Searches

Employees, their possessions, and City-issued equipment and containers under their control are subject to search and surveillance at all times while at City premises or worksites or while conducting City business to the extent permitted by law. Employees have no reasonable expectation of privacy in these items or areas. Searches of employees and their property may be conducted when there is reasonable suspicion to believe that they are in violation of City policy. Employees are expected to cooperate in the conducting of such searches. The employee's consent to a search is expected. The employee's refusal to consent may result in disciplinary action, up to and including termination, even for a first refusal.

CITY OF DE PERE	
Title: DRUG AND ALCOHOL TESTING POLICY	Last revised: JUNE 20, 2013

D. Employee Drug and Alcohol Testing

Employees may be asked to take a test at any time to determine the presence of drugs, narcotics or alcohol when the City has reasonable suspicion to believe an employee is under the influence of drugs or alcohol. Employees who agree to take the test must sign a consent form, authorizing the test and the City's use of the test results for purposes of administering its policy. It is a violation of this policy to refuse consent for these purposes or to test positive for alcohol or illegal drugs. Policy violations will result in discipline and may result in termination. The initial test is paid for by and is the property of the City. Records of specific examinations, if required by law and regulation, will be made available to the employee, persons designated and authorized by the employee, public agencies, relevant insurance companies, the employee's doctor, or other persons designated by the City.

E. Reporting Requirements

Supervisors should report immediately to the department head any action by an employee who demonstrates an unusual pattern of behavior, including any traffic stop, complaint or accident by an employee. The department head or his or her designee will determine whether the employee should be examined by a physician or clinic or tested for drugs and alcohol. Employees believed to be under the influence of drugs, narcotics or alcohol will be required to leave the premises. The Human Resources Director should be notified. Safe transit should be arranged for the employee.

All employees must notify the Human Resources Director of any drug conviction no later than five days after such conviction.

All employees required to have a valid driver's license, must notify the Human Resources Department in the event that their license is suspended or revoked, for any reason.

F. Employee Counseling

Employees who are experiencing work-related or personal problems resulting from drug, narcotic or alcohol abuse or dependency may request to seek counseling help. Participation and counseling, including City-sponsored or required counseling, will not have any influence on performance appraisals. Job performance and the conduct of the employee, not the fact that an employee seeks counseling, are to be the basis of all performance appraisals.

G. Leaves and Rehabilitation

An employee who is abusing drugs or alcohol may request a leave of absence to undertake rehabilitation treatment. The employee will not be permitted to return to work until certification is presented to the employee's supervisor that the employee is capable of performing his or her job. Failure to cooperate with the agreed-upon treatment plan may result in discipline, up to and including termination. Participation in a treatment program or a request for leave, even if approved, does not insulate an employee from the imposition of discipline for the employee's conduct or violations of this policy or other policies and rules.

CITY OF DE PERE	
Title: DRUG AND ALCOHOL TESTING POLICY	Last revised: JUNE 20, 2013

H. Non-Discrimination

The City maintains that it will provide a drug-free and alcohol-free environment for all of its employees. However, in doing so, it will not discriminate against any employee or applicant for employment as prohibited under federal, state or local laws. The City will not discriminate against any employee or applicant for employment because of his or her condition as an alcoholic, because of the employee's use of lawful products off duty and off the premises, or because the employee was arrested or convicted of a crime that is not substantially related to his or her job duties at the City.

I. For Employees in Safety Sensitive Positions (Commercial Drivers Licenses)

The City is dedicated to providing safe and efficient services. In order to meet this goal, the City endorses the Federal Highway Administration's (FHWA) drug and alcohol policy and regulations. The City will not tolerate unauthorized use, abuse, possession or sale of controlled substances or alcohol by its employees. Drug and alcohol testing will be an integral part of the City's program. In addition to this policy, the City will provide drivers with information concerning:

- the effects of drugs and alcohol on the individual's health, work and personal life;
- the signs and symptoms of a drug or alcohol problem; and
- the available methods of intervention when a problem does exist.

Safety-sensitive function is defined for City purposes as including duties of operating a service vehicle, when required to be operated by a holder of a Commercial Driver's License, as well as all time spent waiting to be dispatched; all time at the driving controls of a commercial motor vehicle (resting or driving); all time, other than driving time, spent on or in a commercial motor vehicle; all time loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded; remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; all time spent performing the driver requirements associated with an accident; all time spent repairing, obtaining assistance or remaining in attendance upon a disabled vehicle; and all time spent providing a breath sample or urine specimen, including travel time to and from the collection site, in order to comply with testing as directed by the City. This policy applies to all employees when the employee begins to work or is required to be in readiness to work, while on duty, whenever performing, or about to perform, a safety-sensitive function. This policy also applies to employees who may perform, or are about to perform, a safety-sensitive activity, or at any time as may be specified by the City and until such time as the employee is relieved from work and all responsibility for performing work.

CITY OF DE PERE	
Title: DRUG AND ALCOHOL TESTING POLICY	Last revised: JUNE 20, 2013

Procedures:

1. Pre-Employment. All offers by the City to hire an applicant for a safety sensitive position are conditioned upon:
 - a. completing the City's general consent and release to be tested for drugs and alcohol forms;
 - b. taking a drug and alcohol test as directed by the City, and passing both tests;
 - c. completing the City's authorization to obtain past drug and alcohol test results form from previous employer(s);
 - d. passing the DOT-required physical exam; and
 - e. complying with any other City conditions or requirements at the time of offer.

Any applicant who refuses or fails to complete the City's consent and release to be drug and alcohol tested forms, who refuses or fails to complete the City's authorization to obtain past drug and alcohol test results form, who refuses or fails to submit to a pre-employment or pre-duty drug and alcohol test, or whose result is positive for either test, will not be considered eligible to work for the City.

2. Reasonable Suspicion Testing.
 - a. Each employee is required to submit to a drug and alcohol test whenever the City has reasonable suspicion to believe that the employee has used drugs or alcohol in violation of DOT regulations or this policy. In the event one or more supervisors find reasonable suspicion to test (based on personal observation and documented by one or more supervisors who have received training on performance indicators of probable drug and alcohol use) will require a drug or alcohol test of the employee.
 - b. Employees who are required to submit to a reasonable suspicion test will be escorted by a City official to the collection site for a drug and alcohol test.
 - c. If the employee refuses the City's efforts and insists on driving his or her own vehicle, or a City vehicle, the City reserves the right to take whatever appropriate action to prevent this, including contacting law enforcement officials. Failure to abide by City policy may result in severe disciplinary action including suspension or dismissal.

CITY OF DE PERE	
Title: DRUG AND ALCOHOL TESTING POLICY	Last revised: JUNE 20, 2013

3. Random Testing.

- a. The City is required to perform unannounced, random drug and alcohol testing of all covered employees. Every employee will have an equal chance to be selected each and every time a selection is conducted.
- b. Whenever an employee is randomly selected to be tested, he or she will be notified of this and instructed to report to the collection site immediately.
- c. Any employee who tests positive for controlled substances or alcohol will be considered to be medically unqualified to drive or perform any other safety-sensitive function and will be subject to disciplinary action, up to and including discharge.

4. Post-Accident Testing.

- a. An employee who has an accident while performing a safety-sensitive function must submit to a post-accident drug and alcohol test as soon as possible.
- b. An employee must always submit to a post-accident test as soon as possible after an accident which involves the death of a human being.
- c. A post-accident drug and alcohol test is required whenever an employee receives a citation for a moving violation involving the accident and either:
 - i. a person is injured because of the accident and the injuries require immediate medical attention to the person away from the accident scene; or
 - ii. one or more motor vehicles involved in the accident receive disabling damage and must be removed from the accident scene by a tow vehicle or another vehicle.
- d. Following an accident under the above circumstances, all employees will be tested as soon as possible, but not to exceed eight hours for alcohol testing and 32 hours for drug testing. Employees involved in accidents must refrain from alcohol use for eight hours following the accident or until a drug/alcohol test has been administered. Employees who leave the scene of an accident without appropriate authorization prior to testing will be considered to have refused the test and be subject to discipline, up to and including discharge. Any other employee whose performance may have contributed to an accident under this section will be tested, for example, maintenance or dispatching employees.

CITY OF DE PERE	
Title: DRUG AND ALCOHOL TESTING POLICY	Last revised: JUNE 20, 2013

5. Compliance With Testing.

Any employee who refuses to comply with a request for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration or substitution shall be removed from duty immediately.

Refusal can include an inability to provide an adequate urine specimen or breath/saliva sample without a valid medical reason or delaying arrival at the collection site, or engaging in any conduct which clearly obstructs the testing process. Such refusals will be treated as insubordination and recorded as a positive test, with the employee subject to disciplinary action, up to and including discharge.

J. Test Procedures and Confidentiality (CDL Holders)

To ensure the integrity and accuracy of each test, all specimen collection, analysis and laboratory procedures will be performed in accordance with DOT protocols and safeguards as set forth in Part 40 of Title 49 of the Federal Code. This will include:

1. procedures to ensure identity of the employee at the time of specimen collection;
2. strict chain-of-custody procedure to ensure that the employee's specimen is not tampered with;
3. the use of a trained breath alcohol technician (BAT) and National Highway Transportation Safety Administration (NHTSA) approved testing equipment for conducting alcohol tests;
4. the use of a laboratory which has been certified by the Substance Abuse and Mental Health drug screen by a second analysis using gas chromatography/mass spectrometry (GCMS);
5. the confirmation of an initial positive alcohol screen by a second analysis; and
6. City appointment of a qualified Medical Review Officer (MRO) to review drug test results before they are reported to the City's designated contact person.

K. Collection Procedures (CDL Holders)

1. All drug tests will be administered using split sample procedures required by DOT. Under these procedures, the employee must provide at least 45 milliliters (ml) of urine in a specimen container. The specimen will then be divided into two specimen bottles by the collector. Thirty ml will be poured into one bottle and 15 ml into the second bottle. Both bottles will be sent to the laboratory.

CITY OF DE PERE	
Title: DRUG AND ALCOHOL TESTING POLICY	Last revised: JUNE 20, 2013

2. The bottle containing 30 ml will be analyzed as the employee's primary specimen. The second bottle will be held by the laboratory, to be sent to another laboratory at the employee's request in the event that the primary specimen is verified as positive. In the event the primary specimen is verified as positive, the employee will be notified by the City's MRO or by the City of the positive test and given the option to have the second bottle sent to a different laboratory for analysis.

To exercise this option, the employee must advise the City's MRO within 72 hours of being told that the primary specimen was positive. A POSITIVE drug test may be determined to be NEGATIVE by the MRO if the employee can prove that the substance was prescribed by a licensed physician. This determination will be made by the City MRO.

This policy is not intended to prohibit the use of medication legally prescribed by a licensed physician who is familiar with the employee's medical history and specific safety-sensitive duties, and who has advised the employee that the prescribed medication will not adversely affect the employee's ability to operate a motor vehicle. Medications prescribed for someone other than the employee, however, will not be considered lawfully used when taken by the employee under any circumstances.

3. All alcohol tests conducted under this policy require that the employee must provide a breath/saliva specimen for any test conducted by the City. If the alcohol test is conducted by a law enforcement officer following an accident, the employee must provide either a breath or blood specimen.
4. Prior to being tested for alcohol, each employee will be required to:
 - a. present his or her personal identification;
 - b. complete a DOT Breath Alcohol Test Form provided by the BAT/SST. An employee who fails to provide identification, refuses to complete the form, or otherwise fails to cooperate will be treated as though they had tested positive and will be subject to disciplinary action, up to and including discharge; and
 - c. prior to each alcohol breath/saliva test conducted by the City, the BAT/SST will instruct the employee on how the test will be conducted.

L. Alcohol (CDL Holders)

No employee shall:

1. Consume an intoxicating beverage, regardless of its alcoholic content, or be under the influence of an intoxicating beverage, within eight hours before going on duty

CITY OF DE PERE	
Title: DRUG AND ALCOHOL TESTING POLICY	Last revised: JUNE 20, 2013

or operating, or having physical control of, or performing any safety-sensitive function;

2. Consume an intoxicating beverage regardless of its alcoholic content, be under the influence of an intoxicating beverage, or have any measured alcohol concentration or any detected presence of alcohol, while on duty, or operating, or in physical control of a City vehicle, or while performing any safety-sensitive function; or
3. Be on duty, or operating, or in physical control of a City vehicle, or performing any safety-sensitive function while in possession of an intoxicating beverage (including medications which contain alcohol) regardless of its alcoholic content.

M. Referral, Evaluation and Treatment (CDL Holders)

1. An employee who registers 0.02 or more but less than 0.04 will, at a minimum, be suspended without pay until his or her next regular duty period, but for no less than 24 hours, and must undergo a return to duty alcohol test with a result of less than 0.02. An employee may also be subject to additional disciplinary action by the City, up to and including discharge.
2. An employee who registers 0.04 or greater for alcohol or a controlled substance, will, at a minimum be suspended without pay until his or her next regular duty period, but for no less than 24 hours, and must undergo a return to duty alcohol or drug test with an acceptable result. In addition, an employee must be released for duty by a substance abuse professional. An employee may also be subject to additional disciplinary action by the City, up to and including discharge.

N. Employee Assistance Program (EAP)

The City believes that the EAP and training along with comprehensive drug testing are the most effective approach to promote safety and reduce alcohol and drug abuse.

O. Drug and Alcohol Information

Any Employee who engages in any conduct prohibited under this policy will be provided with information regarding resources available to evaluate and resolve a drug or alcohol problem. This information will provide names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs available in the area.

All questions concerning the educational materials provided by the City, or about this policy, should be directed to the appropriate person as identified in writing by the City.

CITY OF DE PERE	
Title: USE OF VEHICLE AND CDL REQUIREMENTS POLICY	Last revised: AUGUST 23, 2013

ADDENDUM O

USE OF VEHICLE AND CDL REQUIREMENTS POLICY

PURPOSE

The City recognizes that there are some employees who may use personal vehicles to conduct City business, as well as several departments that are assigned City vehicles for use on a regular basis. This policy outlines reimbursement for personal vehicle use, conduct and prohibited conduct during the use of City vehicles, and the responsibilities of employees who are required by their employment to carry a Commercial Driver's License (CDL).

POLICY

I. PERSONAL VEHICLES

City employees required to use their personal vehicle for City business will be reimbursed for mileage at the current IRS rate. Employees requesting reimbursement must submit a reimbursement request form which details the date, personal vehicle mileage, and purpose or reason for City travel. Supervisors who currently receive monthly vehicle allowances are not eligible for reimbursement except in extenuating circumstances and with authorization of the City Administrator.

Provision of City-owned vehicles for personnel will be evaluated and determined by the Finance/Personnel Committee on a case-by-case basis, either at the time of hire or promotion or if a change of circumstances indicates the provision of a City vehicle is appropriate and warranted.

II. CITY VEHICLES

1. Driver Responsibility. Drivers of City vehicles are responsible for:
 - a. the safe, courteous and efficient operation of the vehicle;
 - b. observance of all traffic laws and payment of all fines or forfeitures due to illegal action while operating City vehicles;
 - c. making necessary reports to the authorities as required by law in the event of accidents involving property damage and/or personal injury;
 - d. notifying the department head or supervisor of any accident as soon as possible, and reporting to the department head or supervisor any damage or suspected damage to any City vehicle as a result of daily operation as soon as possible; and

CITY OF DE PERE	
Title: USE OF VEHICLE AND CDL REQUIREMENTS POLICY	Last revised: AUGUST 23, 2013

- e. reporting any malfunction of the vehicle or equipment to the department head or supervisor as soon as possible.

2. Vehicle Ethics.

- a. Mobile Electronic Devices (Cell Phones). Employees shall not operate a mobile electronic device while operating a City vehicle for personal use. Employees shall safely pull over to the side of the road to operate a mobile electronic device for personal use. When using a mobile electronic device for business-related use, employees should, whenever practical, pull over to the side of the road.
- b. Taking Home Vehicles. All employees must receive prior authorization to use City vehicles and only those employees the live in the City of De Pere are allowed to take home a City vehicle. The exception to this is Water department employees who are on call. Water department employees must live within 9 miles of the City of De Pere bridge to be able to take home a vehicle. Vehicles taken home shall be parked at the employee's residence in a secure location. All the above restrictions regarding use of vehicles remain in effect when an employee is taking a vehicle home. Vehicles shall be used only for official City business, however; limited personal use is allowed while en route to and from work. If an employee is on extended leave or vacation, then the vehicle shall remain on designated City property. Employees shall maintain the cleanliness of the vehicle. Non-employees shall not be permitted to operate any City vehicle. At no time may an employee transport alcoholic beverages in a City vehicle. Smoking and the use of smokeless tobacco products is prohibited in City-owned vehicles.

III. **COMMERCIAL DRIVER'S LICENSE (CDL)**

The City, as a public employer, recognizes that it has the duty to both its employees and the public to ensure that employees are and remain qualified for the jobs for which they were hired. It is the policy of the City that employees whose positions require them to possess a valid CDL do so during the entire time they are employed in such position. Employees holding a valid CDL for their position with the City must understand the critical importance of maintaining the license in order to serve as an effective employee of the City. The employee is responsible for maintaining a valid CDL. The employee's failure to maintain a valid CDL may constitute grounds for termination of employment. The employee may also be subject to investigation and disciplinary action based on the conduct that led to the failure to maintain a valid CDL.

CITY OF DE PERE	
Title: USE OF VEHICLE AND CDL REQUIREMENTS POLICY	Last revised: AUGUST 23, 2013

1. Requirements. Under 49 C.F.R. § 383.37, the City, as an employer, may not knowingly allow, require, permit or authorize a driver to operate a commercial motor vehicle (CMV):
 - a. During any period for which the driver has a CDL suspended, revoked or cancelled, has lost the right to operate a CMV, or has been disqualified from operating a CMV;
 - b. During any period in which the driver has more than one CDL;
 - c. During any period in which the driver or the vehicle he or she is driving, is subject to an out-of-service order; or
 - d. In violation of federal, state or local law or regulation pertaining to railroad-highway grade crossings.

Additionally, pursuant to Wis. Stat. § 343.315(1m), the City may not allow, permit or authorize a driver who is disqualified to operate a CMV.

Under 49 C.F.R. § 383.31, all CDL holders have an affirmative obligation to notify their employer, within 30 days of conviction, of the violation of any state or local law relating to motor vehicle traffic control, excepting parking violations. Such notification is required to contain the following:

- i. Driver's full name;
- ii. Driver's license number;
- iii. Date of conviction;
- iv. The specific traffic violation or other violation of state or local law for which the person was convicted and any suspension, revocation or cancellation of certain driving privileges which resulted from such conviction;
- v. An indication whether the violation occurred in a CMV;
- vi. Location of offense; and
- vii. Driver's signature.

Furthermore, under 49 C.F.R. § 383.33, any employee who has a driver's license suspended, revoked or cancelled by any state or other jurisdiction, or who is disqualified from operating a CMV, must notify his or her current employer of such suspension, revocation, cancellation, loss of privilege or disqualification. Said notification must be made before the

CITY OF DE PERE	
Title: USE OF VEHICLE AND CDL REQUIREMENTS POLICY	Last revised: AUGUST 23, 2013

end of the business day following the day the employee received the suspension, revocation, cancellation, lost privilege or disqualification.

2. Implementation. The Human Resources Department shall, at least on a yearly basis, cause to be performed a driver's license status check with the State Department of Transportation for all employees who are required to hold CDLs for purposes of their employment.

Any employee who has a driver's license suspended, revoked or cancelled by the State of Wisconsin or any other jurisdiction, who loses the right to operate a CMV in the State of Wisconsin or any other jurisdiction, or who is disqualified from operating a CMV for any period, shall notify the Human Resources Director of the same. This notification must be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege or disqualification.

3. Consequences of Suspension, Revocation, Cancellation, Lost Privileges or Disqualification. For those job classifications for which a CDL is required, lawful disqualification or loss of such license may render an employee unqualified for the position as unable to perform the essential functions of that position. Such employee may, based upon such inability, be terminated from his or her position.

The City may attempt locate a suitable open position within the City job structure. However, nothing herein shall obligate the City to fill any such open position with a person subject to removal from their position due to loss of CDL privileges.

CITY OF DE PERE	
Title: ACCEPTABLE USE OF ELECTRONIC AND SOCIAL MEDIA POLICY	Last revised: MAY 3, 2013

ADDENDUM P

ACCEPTABLE USE OF ELECTRONIC AND SOCIAL MEDIA

PURPOSE

To address the changing landscape of the Internet and the way residents communicate and obtain information online, City departments may use social media tools to reach a broad audience. The City encourages the use of social media to further the business needs of the City and the goals of City departments, where appropriate. The City has an overriding interest and expectation in deciding what is spoken on behalf of the City on social media sites. This policy provides guidance for the use of social media sites used by the City.

The City also recognizes that employees may be active in the evolving world of social media and understands that electronic media throughout the workday is easily accessible. This policy provides guidance on how best to balance employees' personal activity on social media and their employment responsibilities. Like any employer who seeks to resolve the concerns of its employees, the City has the sincerest hope that employees with complaints regarding their work environment will raise those concerns through the reporting structure to management's attention with a sincere interest in resolving those work-related concerns rather than publicly, including through social media, discussing those personal complaints and potentially damaging the interests of themselves, but also fellow employees, members of the public, and the City. The City has established structures for addressing these concerns including its reporting structure and the grievance procedures that employees are expected to follow.

POLICY

I. GENERAL GUIDELINES (if using City property for personal use, then follow these guidelines)

A. Definitions.

1. *Social Media*: Forms of web-based discussion and information-sharing tools which allow users to interact with each other by sharing information, opinions, knowledge and interests, online. Social media involves the building of online communities or networks to encourage participation and engagements. Examples include: social networks, blogs, video sharing, podcasts, wikis, message boards, and online forums. Technologies include, but are not limited to, photo, video and music sharing; wall postings; and e-mail and instant messaging. Examples of social media applications include, but are not limited to: social networking websites (Facebook, Twitter, Bebo), reference websites (Google and Yahoo! Groups, Wikipedia), content-sharing websites (Youtube, Flickr), networking websites (LinkedIn), and news media comment sharing/blogging.

CITY OF DE PERE	
Title: ACCEPTABLE USE OF ELECTRONIC AND SOCIAL MEDIA POLICY	Last revised: MAY 3, 2013

2. *Social Networking:* The practice of expanding the number of one's business or social contacts by making connections through web-based applications. Examples include joining clubs or organization, or staying connected through phone conversations or letters. This policy focuses social networking as it relates to the Internet to promote connections.
- B.** Use of City property for purposes of social media and social networking for the City's sites or personal sites must be consistent with City policies, rules and general expectations of professional behavior.
 - C.** All City-provided electronic media systems, such as cell phones, internet, e-mail, laptops, computers, fax, copiers, and scanners, are the property of the City. All messages and composed files made using City property are not private and are not the personal property of the employee.
 - D.** Employees are prohibited from installing any software programs on City computers. All City computers and computer files stored in them are subject, without notice, to inspection by the City and possible removal. Electronic media is subject to open records requests under Wis. Stat. § 19.35. Employees are discouraged from utilizing personal equipment in the course of conducting City business, as all records on the equipment may be subject to such requests. The use of the City's property and electronic media systems is reserved solely for the conduct of business, during work hours. If employees wish to use these systems for social networking during lunch, breaks, or before or after work hours, then they may do so for incidental personal use; however, employees are always specifically prohibited from using this property in violation of City policies, rules and expectations of conduct.
 1. The electronic media systems may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations.
 2. The electronic media systems are not to be used to create any offensive or disruptive messages or documents.
 3. The electronic media systems may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information or similar materials, without prior authorization, or any illegal, illicit, immoral or offensive data.
 4. Employees may not use the electronic media systems to engage in or post any harassing, discriminatory, retaliatory or derogatory or offensive content with respect to race, religion, gender, sexual orientation, national origin, disability, age or other legally protected class status.

CITY OF DE PERE	
Title: ACCEPTABLE USE OF ELECTRONIC AND SOCIAL MEDIA POLICY	Last revised: MAY 3, 2013

- E. The City reserves and intends to exercise the right to review, audit, intercept, access and disclose all internet activity and any messages or documents created, received or sent over the City's electronic media systems for any purpose.
1. The confidentiality of any message cannot be assumed. Even when a message is erased, it is still possible to retrieve and read that message. Further, the use of passwords for security does not guarantee confidentiality. Employees who are away from their workstation for an extended period of time must secure their workstation.
 2. Employees may not modify, delete or destroy any City document created by any electronic media, unless specifically authorized to do so.
 3. The same rules and restrictions apply to those accessing the City's electronic media system via remote access.

II. SOCIAL MEDIA AND NETWORKING – PERSONAL USE

A. General Guidelines.

1. **Only on your own time:** Unless employees have received advance permission from their supervisor, or unless such activity is directly related to the performance of their job, employees may not engage in social media activity on work time.
2. **Post as yourself:** Employees must make clear that they are expressing their personal views, not those of the City. Employees should not create sites purporting to act or speak as or on behalf of the City or any of its departments, employees or officials.
3. **Be respectful and nice:** Employees must not post communications or material that is disparaging, obscene, profane, vulgar, bullying, threatening or inappropriately inflammatory.
4. **Use good judgment:** Because what employees say online is accessible to the public and attributable to the employee as a public servant, employees must use good judgment in their communications.
5. **Obey the law:** Employees must not post any material that violates the law, such as material that is obscene, profane, defamatory, threatening, harassing or that violates the privacy rights of someone else. The posting of such material may subject the employee to criminal and civil liability.
6. **Do not expect privacy:** Because employees' social media communications are publicly available and seen by others, they should not

CITY OF DE PERE	
Title: ACCEPTABLE USE OF ELECTRONIC AND SOCIAL MEDIA POLICY	Last revised: MAY 3, 2013

expect that their communications are private in any way. Once something is posted online, it is completely out of the poster's control and generally available to anyone in the world.

7. **Ask for guidance:** If employees have any questions about what is appropriate to include in social media communications, they should ask their supervisor.
8. **Comply with harassment and other policies:** Employees may not use social media to engage in or post communications or material that would violate any City policy.
9. **Maintain confidentiality:** Employees must not disclose confidential information.
10. **Duty to report:** All employees have a duty to report any discovered or suspected unauthorized or improper usage of electronic media or social media as such usage relates to violations of City policies.

III. SOCIAL MEDIA AND NETWORKING – OFFICIAL CITY SITES

A. City Social Media Sites.

1. All City social media sites posted by Departments shall be approved in writing by the City Administrator prior to being established. Department heads shall be responsible for determining in writing who is authorized to use social media on behalf of the City and for designating appropriate access levels. All authorized users shall be provided a copy of this policy and the applicable social media tool standards and are required to acknowledge their receipt of the same, in writing, prior to access being granted.
2. Authorization to represent the City on City social networking sites does not carry over to any use of private social networking sites by any City official, officer or employee.
3. The City's websites shall remain the City's primary and predominant internet presences.
4. The most appropriate City uses of social media tools fall generally into two categories:
 - a. as channels for disseminating time-sensitive information as quickly as possible (example: emergency information); and

CITY OF DE PERE	
Title: ACCEPTABLE USE OF ELECTRONIC AND SOCIAL MEDIA POLICY	Last revised: MAY 3, 2013

- b. as marketing and promotional tools to increase the City's ability to broadcast its messages to the widest possible audience.
5. Wherever possible, content posted to City social media sites will also be available on the City's website.
6. Wherever possible, content posted to City social media sites should contain links directing users back to the City's official website for in-depth information, forms, documents or online services necessary to conduct business with the City.
7. As is the case for City's website, departmental staff shall be responsible for the content, upkeep and monitoring of any social media sites created by their department.
8. All City-related communication through social media tools shall be professional in nature and conducted in accordance with the City's communications policy, practices and expectations. Employees and officers shall not use the City's social networking sites for political purposes, to conduct private commercial transactions, or to engage in private business activities. Inappropriate usage of social media can be grounds for disciplinary action.
9. All City social media sites and communicate posted by employees shall comply with all appropriate City policies and standards.

B. Data Retention.

1. City social media sites are subject to the state and local public records laws. Any content maintained in a social media format that is related to City business, including a list of subscribers and posted communication, is a public record. The department maintaining the site is responsible for responding completely and accurately to any public records request for public records on social media. Content related to City business shall be maintained in an accessible format and so that it can be produced in response to a request. Appropriate accessible formats for reproduction shall be detailed in the social media tool standards approved by the City Administrator. All sites shall clearly indicate that any postings or submitted for posting are subject to the public records law. Users shall be notified that public disclosure requests must be directed to the relevant records custodian.
2. State and City records retention schedules apply to social media formats and social media content. The department maintaining a social network site shall preserve records required to be maintained pursuant to the

CITY OF DE PERE	
Title: ACCEPTABLE USE OF ELECTRONIC AND SOCIAL MEDIA POLICY	Last revised: MAY 3, 2013

relevant records retention schedule for the required retention period on a City server in a format that preserves the integrity of the original record and is easily accessible. Appropriate retention formats for specific social media tools shall be detailed in the standards approved by the City Administrator.

C. Notifications.

1. Users and visitors to social media sites shall be notified that the intended purpose of the site is communication from City departments to members of the public. City social media site articles and comments containing any of the following forms of content shall not be allowed and shall be subject to removal:
 - a. comments not topically related to the particular social media article being commented upon;
 - b. comments in support of or in opposition to political campaigns or ballot measures;
 - c. profane language or content;
 - d. content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, or sexual orientation;
 - e. sexual content or links to sexual content;
 - f. solicitations of commerce;
 - g. conduct or encouragement of illegal activity;
 - h. information that may tend to compromise the safety or security of the public or public systems; or
 - i. content that violates a legal ownership interest of any other party.
2. These guidelines shall be displayed to users or made available by hyperlink. Specific social media tool standards approved by the City Administrator shall provide that any content removed based on these guidelines must be retained, including the time, date and identity of the poster, when available.
3. The City reserves the right to restrict or remove any content that is deemed in violation of this social media policy or any applicable law. Each

CITY OF DE PERE	
Title: ACCEPTABLE USE OF ELECTRONIC AND SOCIAL MEDIA POLICY	Last revised: MAY 3, 2013

department head is responsible for identifying a site monitor for each social networking site permitted under this policy.

4. All new social media tools proposed for City use will be approved by the City Administrator and the IT Director. The City Administrator shall approve all tool standards. For each social media tool approved for use by the City, the following documentation will be developed by the Department Head:
 - a. operational and use guidelines;
 - b. standards and processes for managing accounts on social media sites;
 - c. standards for the administration of social media sites; and
 - d. signed acknowledgements of policies by authorized users.
5. Administration of City social media sites.
 - a. The IT Director will maintain a list of social media tools which are approved for use by City departments and staff.
 - b. The department head of each department establishing a social media presence will maintain a list of all City social media sites, including login and password information.
 - c. Employees with access to passwords shall provide those passwords to the City upon request. The password is the property of the City and not the employee. Employees shall not change passwords without the written authorization of the City Administrator or department head.

CITY OF DE PERE	
Title: MERIT PAY PROGRAM	Last revised: JUNE 20, 2013

ADDENDUM Q

MERIT PAY PROGRAM

PURPOSE

The Merit Pay Program is used to promote employee morale and is determined by the results of an annual performance evaluation.

POLICY

I. EMPLOYEE ELIGIBILITY

- A. Regular full-time previously non-represented employees and part-time employees.
- B. Employees must be employed with the City a minimum of 12 consecutive months and for the full year on which the merit pay is based.
- C. Merit pay will be prorated based on time working in a non-represented position if for less than 12 months of the review period.
- D. For part-time employees, merit pay will be prorated as a percentage of a 2,080-hour annual work schedule.
- E. An annual performance evaluation must be completed for the year on which the merit pay is based:
 - 1. The employee must meet or exceed expectations in all areas of the performance evaluation for the year on which the merit pay is based.
 - 2. Employees who do not meet expectations in any area of the performance evaluation for the year on which the merit pay is based are not eligible for merit pay.
- F. Employees must be actively employed at the time of the merit pay disbursement. Employees who are on paid or unpaid leave due to disciplinary action by the City are not considered actively employed for purposes of merit pay eligibility.

II. PERFORMANCE EVALUATION FORMAT AND CONTROL

- A. All performance evaluation forms must be pre-approved by the Human Resources Director to ensure consistency and fairness.
- B. All completed performance evaluations will be reviewed by the Human Resources Director to manage the consistency and quality of evaluations prior to being presented to the employee being evaluated.

CITY OF DE PERE	
Title: MERIT PAY PROGRAM	Last revised: JUNE 20, 2013

III. MERIT PAY DISBURSEMENT FORMULAS

A. **Department Heads** are reviewed utilizing five review categories:

Budget Management;
Supervisory Skills;
Interdepartmental Cooperation/Support;
Customer Service/Public Relations; and
Performance Management

1. \$90 for each performance review category in which the employee exceeds expectations in most applicable elements.
2. \$120 for each performance review category in which the employee exceeds expectations in all applicable elements.

B. **Supervisory Staff** are reviewed utilizing six review categories:

Knowledge/Learning;
Customer Service/Teamwork/Communication;
Productivity/Quality/Planning;
Accountability/Integrity/Availability;
Innovation/Initiative; and
Leadership Skills

1. \$70 for each performance review category in which the employee exceeds expectations in most applicable elements.
2. \$100 for each performance review category in which the employee exceeds expectations in all applicable elements.

C. **Administrative Staff** are reviewed utilizing five review categories:

Knowledge/Learning;
Customer Service/Teamwork/Communication;
Productivity/Quality/Planning;
Accountability/Integrity/Availability; and
Innovation/Initiative

1. \$80 for each performance review category in which the employee exceeds expectations in most applicable elements.
2. \$120 for each performance review category in which the employee exceeds expectations in all applicable elements.

D. **The City Administrator** is reviewed utilizing five review categories:

CITY OF DE PERE	
Title: MERIT PAY PROGRAM	Last revised: JUNE 20, 2013

Organization Management;
 Fiscal Management;
 Relationship with Mayor and City Council;
 Community Relations; and
 Management Style & Ability

1. \$100 for each review category the Mayor and a majority of the City Council indicate the City Administrator exceeds expectations.
2. \$600 if the Mayor and a majority of the City Council indicate the City Administrator exceeds expectations in all five review categories.

IV. MAXIMUM MERIT PAY DISBURSEMENT CONTROL

- A. Total merit pay disbursement to employees cannot exceed the total funding available for merit pay in the adopted budget.
- B. If total merit pay expenditures exceed total funding available for merit pay, all merit pay disbursement values will be proportionately decreased for all eligible employees to match available funding.
- C. If total merit pay expenditures are below available merit pay funds available, excess merit pay funds are returned to the general fund balance at the end of the calendar year.

V. MERIT PAY DISBURSEMENT SCHEDULE

Merit payments will be disbursed to eligible employees in the second payroll in May of each year or the first payroll following the completion and tabulation of all evaluations of eligible employees.

VI. FUNDING FOR MERIT PAY PROGRAM

The total funds to be used for employee merit pay will be recommended by the Mayor annually as part of the proposed executive budget. Total funds to be used for employee merit pay will be determined by the Common Council annually as part of the annual budget approval process.

CITY OF DE PERE	
Title: SICK LEAVE PROGRAM AND POLICY	Last revised: AUGUST 23, 2013

ADDENDUM R

SICK LEAVE PROGRAM AND POLICY

PURPOSE

The purpose of the Sick Leave Program and Policy is to promote employee morale as well as provide employees with continuation of income in the event that a health condition keeps them from working for a short period of time. This policy will detail sick leave accrual, acceptable usage and serves as a resource to prevent sick leave abuse.

POLICY

Sick leave is intended to provide continuity of income to the employee in the event of health-related issues that prevent the employee from working his or her regularly scheduled hours. Sick leave may be taken for any physical or mental injury or illness that requires personal attention by a physician, dentist or other medical practitioner, or situations where the employee's attendance is required as a result of a medical emergency or grave illness involving his or her spouse, child, parent or legal guardian, which prevents the performance of the employee's regular and usual duties.

I. ACCUMULATION

Regular full-time, and regular part-time employees, earning wages for hours actually worked or receiving wages for approved leave for not less than 80 hours during the calendar month, shall accumulate sick leave at the rate of one workday per month up to a maximum accumulation of 120 workdays. A workday for full-time employees is eight hours. A workday for part-time employees is prorated based on an eight-hour day and 40 hour workweek. Employees who have accumulated sick days in excess of 120 days (not to exceed 150 days) as of January 1, 2009, shall have such balance as their maximum accumulated sick leave balance. Accrual begins on the first day of the month following an employee's start date. Sick leave may only be used with approval when an employee is too sick or injured to perform the employee's job responsibilities, when the employee must seek medical attention or for the purpose of visiting doctors, dentists or other recognized medical practitioners when those appointments and procedures cannot be scheduled outside the scheduled workday, or when the employee's attendance is necessary for caregiving purposes for an immediate family member who is suffering from a serious illness or injury. An immediate family member is a spouse, child (in-law or step), parent, and legal guardian. If another family member can attend to the needs of the immediate family member, then the employee most times are expected to report for duty and fulfill his or her responsibilities unless otherwise permitted by law. Employees shall make every effort to schedule medical and dental appointments outside of the scheduled workday. The City may request verification of illness or medical or dental appointments.

CITY OF DE PERE	
Title: SICK LEAVE PROGRAM AND POLICY	Last revised: AUGUST 23, 2013

II. REPORTING PROCESS

When an employee needs to use sick leave, the employee must immediately notify his or her supervisor (or designated representative) as soon as the need to be absent is known. The employee must speak or leave a message with the supervisor and indicate the nature of his or her illness or injury or need for leave, the date the injury or illness commenced, the job responsibilities the employee is unable to perform, if applicable, and the expected duration of the absence and, if applicable, the need for the employee's attention to an immediate family member. If the need for absence occurs during the workday, then the employee must follow this same procedure. Supervisors must also be contacted on each additional day of absence except during extensive absences with an expected end date. Employees with unreported absences may be denied pay for work hours missed and be subject to disciplinary action.

In order to be granted sick leave with pay, the employee must adhere to the following:

- A. Inform the department head or supervisor the reason for the absence if the employee is unable to report for duty.
- B. Permit the City to require such visits or medical examinations as it deems desirable and to the extent permitted by law, and provided that the City shall make all necessary arrangements for such medical examinations or visits and shall bear all expenses thereof.
- C. Submit a medical certification of illness if required by the supervisor.
- D. Employees will return to work as soon as the medical condition permits.
- E. Employees will not engage in gainful employment of any kind during a sick leave absence without prior approval of their supervisor.
- F. Payment of sick leave shall be made upon filing of the sick leave voucher approved by the department head or supervisor. Vouchers should be kept confidential by the employee's supervisor and provided to Payroll at the end of each calendar year.

III. ABUSE

The City treats the misuse of sick leave very seriously and desires for all employees to prevent the misuse of sick leave. Misuse subjects the City to additional costs that harm the financial viability of the City, and misuse is disruptive to co-workers and the services provided to the public. Misuse of sick leave undermines the credibility of the employee and the confidence the public and co-workers must have in that employee and the City.

Misuse and abuse of sick leave may lead to disciplinary action. The City may construe misuse of sick leave as theft and dishonesty, among other rule violations, which warrants

CITY OF DE PERE	
Title: SICK LEAVE PROGRAM AND POLICY	Last revised: AUGUST 23, 2013

serious discipline, up to and including discharge. The City reserves the right to investigate use and require documentation from the employee to support the use of sick leave. Such supporting documentation, however, will not negate the City's right to discipline any suspected abuses of sick leave. Supervisors and department heads have a responsibility to review sick leave voucher forms, monitor the number of sick events of their employees, and direct false or excessive sick leave usage to be investigated.

IV. SICK LEAVE AND FAMILY OR MEDICAL LEAVE

All of this information from the employee is necessary and important for the City to determine the employee's eligibility for sick leave and family or medical leave, whether a temporary or permanent replacement for the employee is needed, whether further medical information will be needed to evaluate whether the employee may create a risk to the health and safety of the employee or others in the City, whether reasonable accommodation may need to be considered, whether sick leave is the proper leave to use or whether other leave or no leave is appropriate, and whether the City may consider further inquiries into the use of leave for other business-related reasons, including for investigatory purposes. The City may require a doctor's certificate verifying the necessity for absences and the specific illness, injury or other disability to which the absence is attributed. When a serious illness or injury keeps an employee from work, or is expected to keep them from work for more than three consecutive work days, an FMLA Leave Request Form and a Physician's Certification Form shall be completed. Any leave taken for this reason will be applied toward an annual FMLA leave entitlement whether or not FMLA leave is requested. Individual departments may also require a sick leave request form for lesser periods of time for department purposes. A fitness for duty certificate shall be required before an employee is allowed to return to work when absent for his or her own health condition.

V. SICK LEAVE AND WORKERS' COMPENSATION

Workers' compensation insurance provides salary compensation to employees who are injured while performing their work duties after the employee has missed four consecutive calendar days of work, due to an injury on the job. The employee's sick leave balance will be used for the employee's salary until workers' compensation benefits begin. The employee's sick leave balance will be converted to dollars and the sum will be used to make up the difference between workers' compensation benefits and the employee's salary. Provided the employee does not reject any offered light duty assignments, when the employee's sick leave is exhausted, the City will pay the employee's salary minus any benefits received from workers' compensation for no more than 60 days or until the employee receives benefits from the disability insurance plan.

VI. SICK LEAVE AND RETIREMENT

Upon an employee meeting the minimum qualifications and applying for a retirement annuity from the Wisconsin Retirement Fund or any employee receiving a disability annuity as defined by Wis. Stat. § 40.02(21), and having 5 years of consecutive service in a regular part or full-time position with the City, the City shall credit 100% of the accrued

CITY OF DE PERE	
Title: SICK LEAVE PROGRAM AND POLICY	Last revised: AUGUST 23, 2013

and unused sick leave credited to that employee as of the date the employee terminates his or her employment with the City, up to a maximum of 120 days. Employees who have accumulated sick days in excess of 120 days as of January 1, 2009 shall have such balance as their maximum accumulated sick leave balance. The City shall credit to the account of such employee an amount equal to the employee's then-existing rate of pay times 100% of the accrued and unused sick leave up to that maximum balance. The amount so determined may be used by the employee until such amount is exhausted to either pay the monthly premiums for group hospitalization and medical insurance provided by the City, subject to the approval and requirements of the insurance carrier and/or policy provided by the City, or on a quarterly basis for reimbursement of hospitalization and medical insurance premiums of the employee's choosing. Prior to such reimbursement, the employee shall submit evidence of current, active enrollment in a hospitalization or medical plan. Such evidence may include, at the discretion of the City, the annual plan enrollment card, billings, policy and agent name.

VII. DELAY USE OF BENEFITS

At the option of the employee, the conversion of unused and accrued sick leave as provided herein may be delayed for a period of time not to exceed 60 calendar months from the date of retirement. If the employee opts to delay such benefit, the employee may continue enrollment under the medical plan provided by the City. If the employee, upon retirement or subsequent thereto, terminates enrollment under the policy provided by the City, the employee shall no longer be eligible to renew enrollment thereunder. If the employee opts to delay the benefit as provided herein, upon timely written notice of intent to utilize the benefit, the employee may begin drawing on the escrow to pay the premiums on the policy provided by the City (if the employee has remained enrolled in such program) or to receive quarterly reimbursement for a plan of the employee's own choosing. The City may require evidence of continued enrollment under a plan of the employee's own choosing. Failure to submit such proof of enrollment as required by the City within one month of written request, or failure to request the City to begin to draw on sick leave conversion funds prior to the 60-month anniversary of that employee's retirement shall result in forfeiture of any entitlement to a sick leave conversion benefit as provided hereunder.

VIII. DEPENDENT/SURVIVOR BENEFIT

If an employee eligible for retirement based on his or her age, as provided in Section VI, dies before terminating his or her employment with the City, the City shall credit to an account of the deceased employee, an amount equal to the employee's then-existing rate of pay times the percentage authorized by this policy of the accrued and unused sick leave of that employee at the time of death, up to a maximum of 120 days. This account will apply to the estate of the deceased employee for the purposes of payment of medical plan premiums. A surviving spouse, until remarriage, will be eligible to apply the escrowed funds for payment of monthly medical plan premiums. Likewise, dependent children may request to apply these escrowed funds for payment of monthly medical plan

CITY OF DE PERE	
Title: SICK LEAVE PROGRAM AND POLICY	Last revised: AUGUST 23, 2013

premiums following the death of the employee and surviving spouse, so long as the dependents meet the dependency rules of the Internal Revenue Code.

The surviving spouse or dependent children, upon the death of an employee eligible for retirement as provided above, shall be eligible to extend coverage under the medical plan provided by the City pursuant to state and federal regulations. Payment of the monthly medical plan premiums for the surviving spouse and/or dependent children will be made from the escrowed funds until said funds have been depleted, or until such time as the extended coverage terminates pursuant to state and federal regulations. Upon termination of the extended coverage, the surviving spouse and/or dependent children may submit claims on a quarterly basis for reimbursement of other hospitalization and medical insurance coverage premiums. Prior to such reimbursement, the surviving spouse and/or dependent children shall submit evidence of current, active enrollment in a hospitalization or medical plan. Such evidence may include, at the discretion of the City, the annual plan enrollment card, billings, policy and agent name.

In the event that an employee dies after retirement, the survivor of said employee shall be entitled to continue drawing on such fund as long as the surviving spouse does not remarry or the children of the deceased employee are dependent as determined by the dependency rules of the Internal Revenue Code.

IX. CATASTROPHIC ILLNESS/INJURY

When an employee has accrued the maximum accumulation of sick leave as set forth above, thereafter 50% of the additional sick leave earned and not used (while such maximum level is maintained) will be credited to the employee's catastrophic illness/injury sick leave reserve account. During the last three years of employment, an employee who has, at the time of discontinuation of employment, met the minimum qualifications for a retirement annuity from the Wisconsin Retirement Fund or who qualified for a disability annuity may draw from that employee's catastrophic illness/injury sick leave reserve account (if any) for any absence in excess of 80 hours during the annual period due to a catastrophic illness or injury (annual period being the employee's anniversary date of employment).

Catastrophic illness/injury, for purposes of this Section, is defined as an illness, disease or injury which:

1. Is life threatening or substantially debilitating in nature;
2. Requires overnight hospitalization; and
3. Necessitates absence from work for a period of more than 80 hours in any annual period (measured from the employee's anniversary date of employment).

CITY OF DE PERE	
Title: SICK LEAVE PROGRAM AND POLICY	Last revised: AUGUST 23, 2013

The City reserves the right to require physician verification as to the inability of the employee to report for duty, or as to the necessity of any pre- or post-hospital treatment or visitation necessitating absence from work.

The use of sick leave credited to the catastrophic reserve account can only be used for catastrophic injury/illness occurring during the last three years of employment.

The sick leave to be credited to the catastrophic illness/injury sick leave reserve account shall be computed from the employee's date of employment.

DRAFT

CITY OF DE PERE	
Title: VACATION DONATION REQUEST FORMS	Last revised: JUNE 20, 2013

ADDENDUM S

EMPLOYEE REQUEST FOR CONSIDERATION OF VACATION DONATION

Human Resources Director
City Hall
De Pere, WI 54115

Dear Human Resources Director:

RE: Eligibility for Donated Vacation and Discretionary Leave

I have provided certified FMLA documents confirming either my serious health condition or that of a family member. Given the hardship that this has placed on me, I am requesting consideration for my co-workers to donate unused vacation and/or discretionary paid time off. I further authorize the Human Resources Department to post this request in my work area to inform my co-workers of this request. If my co-workers wish to donate this time and wish to assign their vacation to me, in writing, then they need to utilize the form ***REQUEST TO DONATE VACATION***, and indicate the amount of vacation time they are transferring. Up to a maximum of 60 work days will be accepted from all donations, and no more than 40 combined hours may be donated by any one employee.

I certify that I have exhausted my own available paid time off. I also certify that I am not receiving any other City-paid benefits during this period of time and am not eligible for other voluntary or other disability benefits during this time (except health and dental benefits, while on FMLA, if applicable). I understand that the willful violation of any of the provisions or the willful making of any false report regarding illness, sick leave or benefits shall subject me to disciplinary action, up to and including employment termination.

Employee Signature: _____ Date: _____

Human Resources Director: _____ Date: _____
(Signature)

cc: Finance Department
Employee's Supervisor

CITY OF DE PERE

Title: **REQUEST TO DONATE VACATION**Last revised: **JUNE 20, 2013****ADDENDUM S****REQUEST TO DONATE VACATION**

From time to time, a co-worker may have a personal or family crisis (verified through FMLA certification) requiring more time away from work than they have paid benefits for. Upon full exhaustion of this employee's vacation and sick time, the City will accommodate donated vacation time from other employees. Donated time will be exercised on a first come first serve basis (the first donations received will be exercised first).

If you wish to donate vacation, please complete the following:

I, _____, am willing to donate
(Print Name)

_____ hours of my unused vacation to the following individual: _____.

I authorize that these hours can be deducted from my vacation account.

Employee Signature: _____ Date: _____

Human Resources Director: _____ Date: _____
(Signature)

cc: Finance Department

CITY OF DE PERE	
Title: VOLUNTARY UNPAID LEAVE PROGRAM	Last revised: SEPTEMBER 4, 2013

ADDENDUM T

VOLUNTARY UNPAID LEAVE PROGRAM

PURPOSE

In order to reduce City expenses, a Voluntary Unpaid Leave Program for regular full-time and regular part-time employees is being implemented. The program is not available to temporary or seasonal employees. The following details the Voluntary Unpaid Leave Program guidelines and processes.

POLICY

I. GUIDELINES

1. Participation in the Voluntary Unpaid Leave Program requires approval by the department head and the City Administrator.
2. Requests will be reviewed on a case-by-case basis and unpaid time off will be considered only if it results in a cost savings and it does not adversely affect services to the public.
3. Leave that causes an increase in costs or requires overtime will not be approved.
4. Voluntary unpaid leave will not be counted as hours worked for overtime purposes.
5. The decision of the department head and the City Administrator is final; the decision will not be subject to the grievance procedure.
6. Leave requests must be for an employee's scheduled shift hours. Voluntary leave can be taken in half-day or full-day increments.
7. All leaves will be voluntary and without compensation.
8. The maximum amount of voluntary unpaid leave is five days per year for full-time hourly employees and prorated for part-time hourly employees. For those employees who work 24-hour shifts, the maximum amount of leave is two days. The days do not need to be taken at one time and can be taken intermittently throughout the year.
9. Certain benefits will be maintained, provided the employee meets all of the applicable eligibility requirements associated with the particular benefit. This includes the payment of the City's share of the health, dental, life, and long-term disability insurance plans. Accrual of vacation

CITY OF DE PERE	
Title: VOLUNTARY UNPAID LEAVE PROGRAM	Last revised: SEPTEMBER 4, 2013

and floating holidays will not be affected. WRS payments will be affected due to income being reduced.

10. An employee's accrued benefits, such as vacation and floating holidays; do not have to be exhausted before voluntary unpaid leave is requested.
11. Time off under the Voluntary Unpaid Leave Program will not affect the employee's seniority date.

II. PROCESS

1. The employee must submit a Voluntary Unpaid Leave Program request form to his or her department head to request time off.
2. The department head reviews the request and recommends approval or denial. If approved, the request will be forwarded to the City Administrator and returned to the employee with a copy to the department head. The employee shall forward the approved request to the Payroll department with his or her timesheet covering the voluntary unpaid leave.
3. Once the time off has been approved by the supervisor or the department head, the leave cannot be rescinded by the employee unless the supervisor or the department head approves. Once the leave has been taken, the employee cannot substitute paid benefit time.
4. Employees will complete their timesheets by marking the time down as unpaid leave pay.

CITY OF DE PERE	
Title: FAMILY MEDICAL LEAVE POLICY AND APPLICATION FOR LEAVE	Last revised: MAY 3, 2013

ADDENDUM U

FAMILY MEDICAL LEAVE POLICY

I. FMLA LEAVE SUMMARY

The City provides family and medical leave in accordance with the Federal Family Medical Leave Act (FMLA) and the Wisconsin Family Medical Leave Act. The Military Family Leave Amendment extends the FMLA to provide military exigency leave and caregiver leave.

For the most part, the federal and state family and medical leave laws overlap. When an employee's absence qualifies as FMLA leave under state and federal laws, the employee will use up his or her entitlement under each law at the same time. Where one law provides a greater benefit than the other, the employee will receive the greater benefit. Entitlements are calculated on a calendar year, January 1 to December 31 for both state and federal purposes.

II. ELIGIBILITY

An employee is eligible for FMLA under state law if they have been employed by the City for more than 52 consecutive weeks and have been paid for at least 1,000 hours during the preceding 52-week period. Service has to be consecutive to be considered. Under federal law, eligibility requires at least 12 months of service and at least 1,250 hours worked during the 12-month period preceding the leave.

III. LEAVE AVAILABLE

State law allows two weeks of medical leave due to an employee's serious health condition; two weeks of family leave to provide care to an immediate family member (child, spouse, domestic partner or parent) with a serious health condition; and six weeks of family leave for the birth of an employee's natural child or adoption. (If you plan to add your child to the medical and/or dental plan, you must do that within 60 days of the birth/adoption). Federal law allows 12 total weeks of medical and/or family leave due to an employee's serious health condition, the birth of an employee's natural child or adoption, or to provide care for the serious health condition of an employee's child, spouse or parent. The Military Family Leave Amendment (MFLA) allows up to 12 weeks of family leave due to a qualifying exigency when the employee's spouse, son, daughter or parent is on covered active duty service, or has been called to covered active duty status. The FMLA also allows up to 26 weeks of leave for a spouse, son, daughter, parent or next of kin to care for a "covered service member" who is recovering from a serious illness or injury sustained or aggravated in the line of active duty or to care for a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness that occurred or was aggravated in the line of duty during the five years preceding the date of treatment (26 weeks total in a single 12-month period combined with other types of FMLA leave).

CITY OF DE PERE

Title: **FAMILY MEDICAL LEAVE POLICY
AND APPLICATION FOR LEAVE**

Last revised: **MAY 3, 2013**

<u>TYPE</u>	<u>ELIGIBILITY</u>	<u>MAXIMUM DURATION FOR WI LEAVE</u>	<u>MAXIMUM DURATION FOR FEDERAL LEAVE</u>
Personal serious health condition; inpatient hospitalization, chronic condition or continuing care by a physician	Unable to work because of serious health condition	Up to two (2) weeks per calendar year	Up to 12 weeks per calendar year
Birth, adoption, foster care	Birth of a child, placement of child for adoption or as pre-condition to adoption, or foster care placement	Up to six (6) weeks per calendar year	Up to 12 weeks per calendar year
Family serious health condition, inpatient hospitalization, chronic or continuing care by a physician	Necessary to care for spouse, child or parent with serious health condition Necessary to care for parent-in-law, domestic partner or domestic partner's parent (Wisconsin FMLA only)	Up to two (2) weeks per calendar year	Up to 12 weeks per calendar year
Leave to care for a seriously ill or injured military service member or covered veteran within five years of discharge (other than dishonorable) who is a spouse, son or daughter, parent, or next of kin.	Spouse, son, daughter, parent, or next of kin service member or covered veteran has been injured on active duty or aggravated an existing injury by service in the line of duty on active duty, and service member is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness.	None	Up to 26 weeks per calendar year, per service member, per injury.
"Qualifying exigency" leave due to employee's spouse, son, daughter or parent being on or called up for covered active duty in the Armed Forces.	Short-notice deployment to a foreign country, military events and related activities, childcare and school activities, parental care, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities where the employer and employee agree to the leave.	None	Up to 12 weeks per calendar year, which includes up to 15 days used to spend time with a military member on Rest and Recuperation leave.

If an employee is not eligible for FMLA, or has exhausted their FMLA entitlement, or wishes to take leave for a purpose that does not qualify for statutory leave, please consult the other leave policies of the City to determine if other leave might be available.

IV. DEFINITIONS AND CLARIFICATION ON TYPES OF LEAVE

A. Child, Spouse, and Parent

A "child" includes not only your biological, adopted, or foster child, but also a step child, legal ward, or child for whom you have day-to-day responsibilities to provide care and financial support. If older than age 18, the child must be

CITY OF DE PERE

Title: **FAMILY MEDICAL LEAVE POLICY
AND APPLICATION FOR LEAVE**

Last revised: **MAY 3, 2013**

incapable of self-care at the time leave is to commence because of a “physical or mental disability.” A “physical or mental disability” is a physical or mental impairment that substantially limits one or more of an individual’s major life activities.

For purposes of the Wisconsin FMLA, however, a child over 18 must be incapable of self-care because of a serious health condition (defined below).

The term “spouse” is limited to your husband or wife and does not include an unmarried domestic partner. The Wisconsin FMLA has a separate provision covering qualified domestic partners.

“Domestic partner,” under the Wisconsin FMLA, means either: (1) a same-sex partner registered with the Register of Deeds in the employee’s county of residence or (2) a same-sex or opposite-sex partner who is not registered but the following criteria are met: (a) both partners are at least 18 years old and able to consent to a domestic partnership, (b) neither individual in the domestic partnership is married to or in a domestic partnership with another individual, (c) the partners share a residence, (d) the partners are not related by blood in any way that would prohibit marriage under Wisconsin law, (e) the partners consider themselves members of each other’s immediate family, and (f) the partners agree to be responsible for each other’s basic living requirements.

A “parent” includes your biological parents or another individual who provided day-to-day care and financial support during your own childhood. Your parent-in-law or parent of your domestic partner is not considered a parent for purposes of the FMLA but is considered a parent for purposes of the Wisconsin FMLA.

B. Serious Health Condition

A “serious health condition” under the FMLA is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a hospital or other treatment facility or “continuing treatment by a health care provider.”

For purposes of the federal FMLA, a serious health condition involving “continuing treatment by a health care provider” includes any of the following:

- A period of incapacity—inability to work, attend school, or perform other regular daily activities due to the serious health condition—of more than three full consecutive calendar days, and (1) treatment two or more times, within 30 days of the first day of incapacity, by a health care provider or by another health care professional under the orders of or on referral by a health care provider, or (2) treatment on at least one occasion by a health care provider that results in a regimen of continuing treatment under the health care provider’s supervision. “Treatment” must be an in-person visit to a health care provider for examination, evaluation or specific treatment.

CITY OF DE PERE	
Title: FAMILY MEDICAL LEAVE POLICY AND APPLICATION FOR LEAVE	Last revised: MAY 3, 2013

- Any period of incapacity due to pregnancy or for prenatal care.
- Any period of incapacity or treatment due to a chronic serious health condition, such as asthma, diabetes, or epilepsy.
- Any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer's, a severe stroke, or the terminal stages of a disease.
- Any period of absence to receive multiple treatments, either for restorative surgery or for a condition that would likely result in a period of incapacity of more than three full consecutive calendar days in the absence of medical intervention or treatment, such as cancer, severe arthritis, and kidney disease.

Under the Wisconsin FMLA, a "serious health condition" is a disabling physical or mental illness, injury, impairment, or condition involving:

- Inpatient care in a hospital, nursing home, or hospice; or
- Outpatient care that requires continuing treatment or supervision by a health care provider.

The term "health care provider" includes a physician, dentist, clinical psychologist, podiatrist, chiropractor, a nurse practitioner, physician assistant, a nurse midwife, a clinical social worker, and certain other health care professionals.

Husband and Wife:

1. A husband and wife who are both eligible for FMLA leave and are both employed by the City are limited to a combined total of 12 weeks of leave during a 12-month period for (a) the birth of a child or to care for the child after birth; or (b) for the placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement.
2. A husband and wife who are both eligible for FMLA leave and are both employed by the City are each eligible to take 12 weeks of leave for their own serious health condition or to care for a child or spouse who has a serious health condition. However, the total leave for an employee cannot exceed 12 weeks in a 12-month period.

Please note: The eligibility requirements for the City's sick leave benefits and workers' compensation will normally meet the requirements for the Federal Medical Leave Act and allow the City to count the amount of time used for these leaves against employees' FMLA entitlement. Therefore, FMLA forms are

CITY OF DE PERE	
Title: FAMILY MEDICAL LEAVE POLICY AND APPLICATION FOR LEAVE	Last revised: MAY 3, 2013

required for all leaves in excess of three consecutive scheduled workdays and may be required for less than three days given the circumstances

V. PROCEDURES FOR REQUESTING LEAVE

Leave request forms are available from the Human Resources Department. Failure to comply with the following rules may result in the delay of leave or denial of leave.

Foreseeable Leave. Where leave is foreseeable, employees should make a written request for leave at least 30 days in advance.

Unforeseeable Leave. Where advance written notice of the need for leave is not possible (such as where there is an emergency need for medical consultation or treatment) advance oral notice (in person or by telephone) is required. Where neither advance written nor oral notice is possible, then oral notice must be provided as soon as reasonably practicable with written documentation to follow.

VI. USE OF LEAVE

Leave can be taken intermittently or on a reduced leave schedule when medically necessary. For the birth or adoption of a child intermittent leave is only allowed under the state law and must begin within 16 weeks of the birth or after placement. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations.

The smallest increment for partial leave is the smallest measure of time that employees are able to take time for any non-emergency leave.

Where intermittent leave or reduced work schedules are requested for foreseeable or planned medical treatment, the City may temporarily transfer the employee to an available equivalent position if the employee is qualified and the position better accommodates recurring leave.

VII. SUBSTITUTION OF BENEFITS

Under Federal leave, the City has the ability to require employees to substitute all vacation, floating holidays, or sick leave during the leave period. Under State leave, employees have the option of substituting benefits for their State leave period. When paid leave is substituted for unpaid leave, the paid leave will not be available to the employee later, nor will the employee be entitled to additional family and/or medical leave as a result of the substitution of paid leave. In addition, because the eligibility requirements for workers' compensation benefits require a medical condition that meets the eligibility requirements for family medical leave, the time an employee is off due to an on-the-job injury will automatically be counted against his or her Federal FMLA entitlement. In other words, FMLA and substituted paid leave or workers' compensation leave will run concurrently.

CITY OF DE PERE	
Title: FAMILY MEDICAL LEAVE POLICY AND APPLICATION FOR LEAVE	Last revised: MAY 3, 2013

VIII. MEDICAL CERTIFICATION & EXAMINATIONS

Where leave involves a serious health condition, the City requires employees to provide a medical certification form from the health care provider within 15 days of the City's request for certification. The City reserves the right to require a second opinion or even third opinion, or may require recertification of a serious health condition when appropriate.

Failure to provide the requested medical certification may result in delay or denial of the leave. This means the absence may then be counted against the employee for purposes of discipline for attendance.

IX. REPORTING WHILE ON LEAVE

While an employee is on leave, the City may require the employee to report periodically on his or her status and intent to return to work.

X. FITNESS FOR DUTY REPORT

If an employee has taken medical leave of more than three consecutive days as a result of his/her own serious health condition, then the employee may be required to provide a fitness for duty certificate before returning to work.

XI. INSURANCE AND BENEFITS

An employee who is enrolled in the City's group health or dental insurance plans may continue to participate in the program at the same contribution rate as before the leave for the duration of the leave. To maintain insurance coverage employees must continue to pay their portion of the premium on a bi-weekly basis while on leave. Coverage will cease if payment is not received within 30 days of the premium due date. While on unpaid leave, employees may not accrue benefits (e.g., vacation or sick leave) and benefits will be prorated by the City accordingly. If the employee is currently participating in the City Flexible Benefits Plan and takes an unpaid leave of absence exceeding a full pay period, contact the Human Resources Department to modify the payment schedule for the remainder of the year.

XII. FAILURE TO RETURN TO WORK

If an employee fails to return to work for reasons other than a continuation of a serious health condition, the employee will be required to reimburse the City for any insurance premiums paid by the City on his/her behalf while on leave. Further, any leave used in excess of earned leave must be paid back to the City.

XIII. DESIGNATION OF LEAVE

Within five business days of obtaining complete information from the employee, Human Resources will notify him or her whether the leave has been approved any change in the

CITY OF DE PERE	
Title: FAMILY MEDICAL LEAVE POLICY AND APPLICATION FOR LEAVE	Last revised: MAY 3, 2013

originally approved leave must be submitted and approved using the same procedure as above.

It is the employee's responsibility to ensure communication between the health care provide and Human Resources is timely and efficient, as well as to ensure Human Resources received the complete Health Care Provider certification. Frequent follow up with Human Resources is pertinent.

There may be times when an employee is absent under circumstances that would qualify as FMLA leave, and the employee has not specifically applied for FMLA leave. The City has the right to designate such absences as FMLA leave, and may also waive the requirement of medical certification at its discretion.

XIV. EMPLOYMENT PROTECTION

Upon return from family or medical leave, the employee will be returned to the position he or she held immediately prior to the leave if the position is vacant. If the position is not vacant, the employee will be placed in an equivalent position unless the employee would have been terminated during the statutory leave for a legitimate business reason. The employee, however, has no greater right to reinstatement or benefits than if he or she had been actively employed during the leave. If the employee exhausts his or her statutory leave before returning to work, return to work will be controlled by the City's other policies and practices.

"Key Employees," a salaried employee whose salary rate is in the top 10% of City employees, may be denied restoration to employment on the grounds that such restoration will cause substantial and grievous economic injury to the City.

This policy provides an introduction to the rights provision of the family and medical leave laws. Specific questions an employee may have about this law should be directed to the Human Resources Department.

City of De Pere

Application for Family Medical Leave of Absence (FMLA)

Instructions: The Employee should complete Section I, have your supervisor sign, keep copy for your records and submit to the Human Resources Office. See reverse side for your notice of rights under Federal Law, and a calendar for requested leave. Must be completed 30 days in advance of planned medical leave or as soon as practical for unforeseen medical leave. HR will forward copies of this form to the employee, employee's supervisor, and payroll once the form is signed by the Human Resources Director or designee.

Section I Completed By Employee

Employee Name _____ Department _____

Reason For Requesting Leave:

- ☐ The birth of a child, or placement of a child with you for adoption or foster care;
- ☐ Your own serious health condition;
- ☐ Because you are needed to care for your ___child; ___spouse; ___domestic partner; ___parent
- ☐ Because of a qualifying exigency arising out of the fact that your ___spouse; ___son or daughter; ___parent is on regular active duty service or called to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
- ☐ Because you are the ___spouse; ___son or daughter; ___parent; ___next of kin of a covered service member with a serious injury or illness.

First Day of Leave _____ First Day Back To Work _____

Employee Signature _____ Date _____

Supervisor's Signature _____ Date _____

Section II – Completed by Human Resources

____ Your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave. The FMLA requires that you notify us as soon as practical if dates of scheduled leave change or are extended. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your leave entitlement:

____ Provided there is no deviation from your anticipated leave schedule, as of the below signed date, the following days/hours will be counted against your leave entitlement _____
(If leave dates are changed, you must notify HR in advance.)

As of _____, the following days/hours will be counted against your FMLA leave entitlement _____.

____ Because the leave you will need will be unscheduled, it is not possible to provide the days/hours that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period.

____ You will be required to present a Fitness for Duty certificate to be returned to employment. If such certification is not timely received, your return to work date may be delayed.

____ Your FMLA Leave Request is Not Approved.

____ You have exhausted your FMLA leave entitlement for the 12-month period. Exhausted: _____

By: _____ Date _____
Human Resources Director

CITY OF DE PERE	
Title: FURLOUGH POLICY	Last revised: MAY 3, 2013

ADDENDUM V

FURLOUGH POLICY

PURPOSE

This policy applies to City employees subject to unpaid furlough days under a mandated furlough plan approved by the Common Council. To ensure continuity of operations and to maintain adequate levels of public service and avoid overtime, the City retains the right to schedule furlough days for City staff. Furlough days are unpaid days and when the employee has no scheduled work to perform for the City. Employees will be informed of the implementation of any approved mandated furlough plan by the City Administrator.

I. POLICY

1. **Furlough Increments.** Mandatory furlough days shall be implemented in normal workday increments. Employees normally scheduled to work part-time shall have their mandated furlough days prorated in workday increments equivalent to their normally scheduled workday. Employees not scheduled to work on a mandatory furlough day shall reschedule the furlough day for a scheduled workday with their supervisor.
2. **Number of Furlough Days in a Week.** Normally, the City will implement no more than one furlough day for any employee in a workweek.
3. **Exempt Employees.** FLSA-exempt employees shall be furloughed in daily or one-week increments. When on furlough, FLSA-exempt employees shall not perform any work. This prohibition shall not apply in cases where the officer in charge of the police or fire departments determines that command staff on furlough is needed for emergency purposes. In such cases, command staff called in will be required to reschedule furlough hours.
4. **No Volunteer Work.** Employees may not volunteer to perform their regularly assigned duties on a mandatory furlough day.
5. **Military.** Employees on military leave will not be required to schedule furlough hours.

II. SALARY AND BENEFITS

A. Wages.

1. **Accrued Time Off.** No paid time off, including, but not limited to, paid holidays, sick time or vacation time may be used in lieu of mandatory furlough days. Payment of accrued compensatory time may not be used in lieu of mandatory furlough days unless otherwise required under union contract.

CITY OF DE PERE	
Title: FURLOUGH POLICY	Last revised: MAY 3, 2013

2. **Overtime and Compensatory Time.** The terms and conditions of the FLSA, the City policies, rules and collective bargaining agreements will control the payment of overtime and accrual of compensatory time. Mandatory furlough hours will not be considered hours worked for the purposes of calculating overtime and compensatory time.
 3. **Wisconsin Retirement System.** Contributions will be impacted by the reduction of hours worked and reduction in reportable earnings.
 4. **Employee Anniversary Dates.** Employee anniversary dates will not be impacted by the implementation of furlough days and will not impact employee performance reviews and salary advancements.
 5. **Call In.** In the event that an employee is called into work during scheduled furlough hours, said employee will be compensated for the hours worked and the employee's furlough shall be rescheduled.
- B. **Employee Benefits.** The employee benefits identified below will not be impacted by the implementation of furlough hours:
1. Health insurance and dental benefits;
 2. Benefit calculation dates;
 3. Life insurance and long-term disability benefit amounts;
 4. Sick leave and vacation accruals; and
 5. Floating holiday hours.
- C. **Other Provisions.** Other provisions not impacted by the implementation of furlough hours:
1. Probationary periods;
 2. Seniority dates; and
 3. Tuition reimbursement.

III. OTHER LEAVES

A. Workers Compensation.

1. Workers' compensation benefits shall be paid in accordance with the State of Wisconsin's Workers' Compensation Act; and

CITY OF DE PERE	
Title: FURLOUGH POLICY	Last revised: MAY 3, 2013

2. If the healing period extends beyond the fiscal year and the employee has not completed the mandated furlough hours, the employee will be required to schedule furlough hours upon his or her return to service.
- B. **Family and Medical Leave (FMLA).** FMLA benefits will not be affected. Implementation of furlough days with employees on FMLA will be determined on an individual basis.
 - C. **Funeral Leave.** Employees eligible for funeral leave during a mandatory furlough will be required to reschedule with the department head the mandatory furlough day(s) in normal workday increments.
 - D. **Jury Duty/Court Subpoena.** If an employee is called to jury duty on a mandatory furlough day, the employee will not be paid by the City for that day. Since the mandatory furlough day is considered an unpaid day, the employee will be allowed to accept the jury duty pay provided by the court during any designated mandatory furlough day. In addition, employees who are under a subpoena to appear in court during a mandatory furlough day will be allowed to keep compensation received for appearing, but will not receive City pay for that day.

CITY OF DE PERE	
Title: TEMPORARY LIGHT DUTY- RETURN TO WORK PROGRAM	Last revised: JUNE 20, 2013

ADDENDUM W

TEMPORARY LIGHT DUTY-RETURN TO WORK PROGRAM

PURPOSE

The purpose of this program is to establish guidelines for temporary modified duty assignments and identify how the program will be administered.

POLICY

Temporary limited duty assignments may be made available to employees who, because of injury or illness, are temporarily unable to perform their regular assignments, but who are capable of performing alternative duty assignments. Eligible employees may be given the reasonable opportunity to work in temporary duty assignments where available and consistent with this policy.

The availability of limited term duty assignments is exclusively determined by the department head/supervisor and is not intended to constitute a long-term assignment.

The City reserves the right, as its sole discretion to determine when light duty assignments are available, who is assigned, and how long assignment will be available.

It is the goal of the City of De Pere to establish guidelines for temporary limited duty in order to achieve the following benefits:

I. BENEFITS

1. The Employee

- a. Returning to gainful and productive work assignments within their capacity to do the work that contributes to both their recovery and the City's productivity.
- b. Allows the employee to return to their pre-injury wage sooner in a work environment that encourages his or her progressive recovery, within the goals and timetables of the medical provider.
- c. Avoids a vacant work assignment in a union workplace by allowing the employee to continue an alternative task for a specific duration.

2. The City

- a. Reduced time lost by the employee translates to improved production; less time spent retraining or searching for replacement candidates.

CITY OF DE PERE	
Title: TEMPORARY LIGHT DUTY- RETURN TO WORK PROGRAM	Last revised: JUNE 20, 2013

- b. More at work time means less workers' compensation payments that translates to fewer dollars charged against our experience rate (a premium payment formula that penalizes companies as their workers' compensation claims and time lost incidents increase).
- c. Reduces the potential costly vocational retraining for an employee who is not in a "return to work" plan and cannot fulfill their functional requirements of the pre-injury job.

II. PROCEDURE

A full-time employee who is suffering from a medically certified illness, injury or other medical condition requiring treatment from licensed healthcare provider and who, because of injury or illness is temporarily unable to perform a regular assignment, but is capable of performing limited duty assignments.

Employees with job-related injuries or illnesses may be given preference to limited duty assignments over employees with off-duty injuries or illnesses.

No specific position within a department is established for use as a temporary limited duty assignment nor will any existing position be designated or utilized exclusively for employees on temporary limited duty.

Limited duty assignments are strictly temporary and normally will not exceed two months/60 days in duration.

Assignments to temporary limited duty for related injuries/illnesses will not affect the employee's pay classification, pay increases, promotions, transfers, retirement benefits or other benefits as granted under the collective bargaining agreement.

Refusal of temporary limited duty that is consistent with the medical restrictions of the healthcare provider could affect worker's compensation benefits, work eligibility and/or reemployment rights with the City.

- If the employee is unable to return to full duty, limited duty work can be temporarily substituted. It is expressly understood that:
 1. No obligation exists for the City to provide or convert a regular job or create a temporary assignment of alternative productive work.
 2. Temporary assignment of alternative limited duty work does not create a regular employment opportunity, and is in fact made as a temporary assignment.
- An employee, when seeking medical attention for a work related injury will bring to the medical provider the "Temporary Light Duty Work Availability Notification" and the "Health Providers Work Capabilities Evaluation."

CITY OF DE PERE	
Title: TEMPORARY LIGHT DUTY- RETURN TO WORK PROGRAM	Last revised: JUNE 20, 2013

These forms indicate to the medical provider that the City does have a return to work policy and allows the provider to outline current work restrictions/limitations.

- Employees need to return the Work Capabilities Form to Human Resources or their supervisor immediately after their first treatment with the medical provider.
- After receiving the restrictions/limitations, the supervisor will identify if light duty work is currently available with the employee's restrictions.
- If light duty is available, the City will notify the employee. Failure to report to work could affect your workers compensation benefits, work eligibility and/or reemployment rights with the City.
- The City will notify the insurance company's claim department when the employee returns to work or if they fail to return to work.
- The employee's temporary light duty will end when:
 - The employee is released for regular work (full duty).
 - The City withdraws the light duty assignment.
 - The workers' compensation claim is closed.
 - The employee quits or is terminated for reasons unrelated to the injury.

CITY OF DE PERE	
Title: BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN	Last revised: OCTOBER 8, 2013

ADDENDUM X

BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN

PURPOSE

The City is committed to providing a safe and healthful work environment for our entire staff. In pursuit of this endeavor, the following Exposure Control Plan ("Plan") is provided to eliminate or minimize occupational exposure to bloodborne pathogens. This policy is written to minimize all exposures to blood and other potentially infectious material and applies to employees who may reasonably anticipate occupational exposure to bloodborne pathogens. This policy ensures that training and the hepatitis B vaccination series are made available to those individuals who are exposed to bloodborne pathogens in the course of their duties.

POLICY

The Plan is a key document to assist the City in implementing and ensuring compliance with the OSHA standard, thereby protecting City employees. The Plan includes:

- Determination of employee exposure
- Implementation of various methods of exposure control, including:
 - Universal precautions
 - Engineering and work practice controls
 - Personal protective equipment
 - Housekeeping
- Hepatitis B vaccination
- Post-exposure evaluation and follow-up
- Communication of hazards
- Employee training
- Recordkeeping
- Procedures for evaluating circumstances surrounding an exposure incident

The methods of implementation of these elements of the OSHA standard are discussed in the subsequent pages of this Plan.

I. PROGRAM ADMINISTRATION

Each of the following department heads are responsible for the implementation of the Plan within his or her department: Fire Rescue; Public Health; Police; Streets; Parks, Recreation and Forestry; and Public Works. The Director of Human Resources will oversee implementation for all other departments.

The City's Safety Committee will maintain, review and update the Plan at least annually, and whenever necessary to include new or modified tasks and procedures. Contact location/phone number: Human Resources Department, 339-4045.

CITY OF DE PERE	
Title: BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN	Last revised: OCTOBER 8, 2013

Those employees who are determined to have occupational exposure to blood or other potentially infectious materials must comply with the procedures and work practices outlined in this Plan.

The City will maintain and provide all necessary personal protective equipment (PPE), engineering controls (e.g., sharps containers), labels and red bags as required by the OSHA standard. Each of the identified department heads will ensure that adequate supplies of the aforementioned equipment are available in the appropriate sizes.

Contact department/phone number:

Fire and Rescue Chief, 339-4091
 Department of Health Director, 339-4054
 Police Chief, 339-4078
 Parks, Recreation and Forestry Director, 339-4065
 Department of Public Works Director, 339-4060
 Director of the Human Resources, 339-4045

Each identified department head is responsible for ensuring that all medical actions required are performed and recorded. The Human Resources Director is responsible for maintaining appropriate employee health and OSHA records.

Contact department/phone number: Human Resources Department, 339-4045.

The identified department heads are responsible for training, documentation of training, and making a copy of the written Plan available to employees in their departments. The Human Resources Director will make the Plan available to any City employee, OSHA, and National Institute for Occupational Safety and Health representatives upon request.

Contact department/phone number: Human Resources Department, 339-4045.

II. **EMPLOYEE EXPOSURE ASSESSMENT/DETERMINATION**

Employees in the following classifications may encounter bloodborne pathogens exposure:

- Fire Rescue Department Employees
- Health Department Nurses
- Police Department Employees
- Street Division Employees
- Park, Recreation and Forestry Department Employees
- Engineering Division Employees

CITY OF DE PERE	
Title: BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN	Last revised: OCTOBER 8, 2013

Included is a list of tasks and procedures in which occupational exposure may occur:

Department	Job Title	Task/Procedure
Fire Rescue	All employees	Administering emergency medical services; assisting at critical incidents
Health	Public Health Nurse	Administering immunizations
	Health Officer/Director	
Parks, Recreation and Forestry	Activity Coordinator	Garbage collection; administering first aid; general building maintenance
	Community Center Manager	
	Senior Programs Coordinator	
	Building /Park Maintenance II	
	Forester	
	Park & Recreation Supervisor	
	Park Equipment Operator I	
	Lead Worker/Tree Trimmer	
	Park Maintenance I	
	Tree Trimmer	
	Seasonal Employees, and Summer Engineering Aides	
Police	Police Officers	Apprehending and restraining individuals; assisting at critical incidents
	Community Services Officer	Assisting at critical incidents
Department of Public Works	Street Superintendent	Garbage collection; equipment maintenance; sewer operations maintenance
	Street Equipment Operator I	
	Street Equipment Operator II	
	Street Sign Maintenance Worker	
	Street Truck Driver	
	Street Truck Driver I	
	Street Working Foreperson	
	Motor Equipment Mechanic I	
	Motor Equipment Mechanic II	
	Engineering Employees	
	Seasonal Laborers	

Part-time, temporary, contract and per diem employees in these classifications are also covered by the standard.

Each department head has the discretion to train additional employees who potentially may have contact with bloodborne pathogens.

III. METHODS OF IMPLEMENTATION AND CONTROL

- A. Exposure Control Plan. The above classifications of employees are the employees covered by the OSHA Bloodborne Pathogens Standard. The Department will explain the Plan during the employee's initial training session

CITY OF DE PERE	
Title: BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN	Last revised: OCTOBER 8, 2013

and review the Plan in an annual refresher training. All employees have an opportunity to review the Plan at any time during their work shifts by contacting their supervisor or the Director of Human Resources. If requested, the Director of Human Resources or the department head will provide an employee with a copy of the Plan free of charge and within 15 days of the request.

The Safety Committee will review and update the Plan when necessary to reflect any new or modified tasks and procedures that affect occupational exposure and to reflect new or revised employee positions with occupational exposure. It is the responsibility of each department head to notify the Safety Committee of any changes in the respective departments that may affect the Plan.

- B. Universal Precautions. All employees will utilize Universal Precautions in order to prevent contact with blood or other potentially infectious materials. The concept of Universal Precautions is to treat all human blood and certain human body fluids as if known to be infectious for HIV, hepatitis B or other bloodborne pathogens.
- C. Engineering Controls and Work Practices. Engineering and work practice controls will be used to prevent or minimize exposure to bloodborne pathogens. Where potential occupational exposure remains after institution of these controls, personal protective equipment should also be utilized.

Engineering and work practice controls will be examined and maintained on a regular schedule by the Safety Committee. The Safety Committee will assess the need for any change in engineering control and work practices through review of incident reports. The Safety Committee will evaluate new procedures or products by reviewing literature on this subject. Employees from the identified departments will actively participate in the selection of new products and changes in work practices.

The Safety Committee, comprised of representatives from Human Resources; Health; Police; Fire Rescue; Public Works; and Parks, Recreation and Forestry; will ensure effective implementation of Safety Committee recommendations.

Specific engineering and work practice controls used are as follows:

1. Sharps containers: Sharps disposal containers will be puncture resistant, leak proof and labeled with a biohazard label. Contaminated sharps are to be placed immediately, or as soon as possible after use, into appropriate sharps disposal containers. Sharps disposal containers will be inspected and maintained or replaced by the department head or shift supervisor after every immunization clinic or whenever necessary to prevent overfilling.

CITY OF DE PERE	
Title: BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN	Last revised: OCTOBER 8, 2013

2. Self-sheathing needles: Self-sheathing needles will be used when available and practicable.
 3. Hand washing: Hand washing facilities will be made available to the employees who incur exposure to blood or other potentially infectious materials. Where feasible, facilities will be readily accessible after an exposure occurs. In circumstances where hand washing facilities are not feasible, the department will provide either an antiseptic cleanser in conjunction with clean cloth/paper towels or antiseptic wipes. The employee who was exposed to a bloodborne pathogen should wash the area of exposure with soap and running water as soon as possible.
 4. Needle disposal: Contaminated sharps are to be placed immediately, or as soon as possible after use, into appropriate sharps disposal containers. Contaminated needles and other contaminated sharps will not be bent, recapped, removed, sheared or purposely broken, unless the specific procedure involved requires recapping or removal of the contaminated needle, or unless there is no feasible alternative at the time the procedure is given. If either exception is required, the recapping or removal of the needle must be done by the use of a mechanical device or a one-handed technique.
 5. Work area restrictions: In work areas where a reasonable likelihood of exposure to blood or other potentially infectious materials exists, employees may not eat, drink, apply cosmetics or lip balm, smoke, or handle contact lenses. Food and beverages may not be kept in refrigerators, freezers, shelves, cabinets, or on counter tops or bench tops where blood or other potentially infectious materials are, or have been, present.
 6. Work procedures: All procedures will be conducted in a manner that will minimize splashing, spraying, splattering and generation of droplets of blood or other potentially infectious materials.
- D. Personal Protective Equipment. All personal protective equipment that is required to be used will be provided by the City and will be readily accessible to employees without cost to employees.

Personal protective equipment will be selected based upon anticipated exposure to blood or other potentially infectious materials. Protective equipment will be considered for use only if it does not permit blood or other potentially infectious materials to pass through or reach the employees' clothing, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of time that the protective equipment will be used.

CITY OF DE PERE

Title: **BLOODBORNE PATHOGENS
EXPOSURE CONTROL PLAN**

Last revised: **OCTOBER 8, 2013**

Training in the use of the appropriate personal protective equipment will be coordinated by the appropriate department head or his or her designee.

The types of personal protective equipment available to employees are as follows: gloves, face masks, eye protection, face shields, fluid resistant gowns, firefighting turn outs, head covers, shoe covers, and resuscitator devices. Hypoallergenic gloves, glove liners, powder-less gloves, or other similar alternatives will be readily accessible to those employees who are allergic to the gloves normally provided.

All employees using personal protective equipment must observe the following precautions:

1. Wash hands immediately or as soon as feasible after removal of gloves or other personal protective equipment.
2. Remove personal protective equipment after it becomes contaminated and before leaving the work area.
3. Dispose of used personal protective equipment in plastic-lined waste containers.
4. Wear appropriate gloves when it can be reasonably anticipated there may be hand contact with blood or other potentially infectious materials and when handling or touching contaminated items or surfaces. Replace gloves if torn, punctured, contaminated, or if their ability to function as a barrier is compromised.
5. Utility gloves may be decontaminated for reuse if their integrity is not compromised. Discard utility gloves if they show signs of cracking, peeling, tearing, puncturing or deterioration.
6. Never attempt to wash or decontaminate disposable gloves for reuse.
7. Wear appropriate face and eye protection when splashes, sprays, spatters or droplets of blood or other potentially infectious materials pose a hazard to the eye, nose or mouth.
8. Any garment contaminated by blood or other potentially infectious materials should be removed immediately or as soon as feasible after contamination, in such a way as to avoid contact with the outer surface of the garment.

CITY OF DE PERE	
Title: BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN	Last revised: OCTOBER 8, 2013

9. The procedure for handling used personal protective equipment is as follows:
 - a. Dispose of disposable items in proper containers. For Fire Rescue, the items should be handled according to the Fire Rescue Exposure Control Plan for Bloodborne Pathogens and Airborne Pathogens. For all other departments, the items should be disposed in a plastic-lined waste container.
 - b. Reusable Personal protective equipment used by Fire Rescue should be handled according to the Fire Rescue Exposure Control Plan.

- E. Housekeeping. Regulated waste must be placed in containers which are closeable, constructed to contain all contents and prevent leakage, appropriately labeled or color-coded (see Section III.G, Labels), and closed prior to removal to prevent spillage or protrusion of contents during handling.

Sharps disposal containers will be replaced when the contents reach the full line on the containers. Once the sharps container is full the lid will be closed and the container placed in the regulated waste container to be picked up by contracted medical waste disposal company.

- F. Laundry. The City will launder the following contaminated articles: scrub suits, turn out gear, uniforms and shop rags.
 1. On-Duty Fire Rescue Personnel will launder contaminated articles as soon as feasible following the provision of emergency service. Outside laundry services will be utilized for non-emergency situations.
 2. The following laundering requirements are to be utilized:
 - a. Wet contaminated laundry will be placed in leak-proof containers before transport.
 - b. Red bags or bags marked with biohazard symbol will be used for this purpose.
 - c. Contaminated laundry will be handled as little as possible, with minimal agitation.
 - d. The following personal protective equipment will be worn when handling contaminated laundry: gloves and fluid-resistant gowns.

- G. Labels – Identification of Hazards. Labels and signs are required and will be used to identify contaminated materials, refrigerators and freezers containing blood or

CITY OF DE PERE	
Title: BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN	Last revised: OCTOBER 8, 2013

other potentially infectious materials, and other containers used to store, transport or ship blood or other potentially infectious materials.

1. Labels shall:
 - a. Include the biohazard legend;
 - b. Be fluorescent orange or orange-red with contrasting lettering or symbols; and
 - c. Be affixed as close as feasible to the container by string, wire, adhesive or other method that prevents their loss or unintentional removal.
2. The following labeling method is to be used:

EQUIPMENT TO BE LABELED	LABEL
Sharps containers	Red container with biohazard label
Mailing containers	Biohazard label
Red bags	Biohazard label

Department heads will ensure warning labels are affixed as required if regulated waste or contaminated equipment is brought into or out of the facility/work site.

IV. HEPATITIS B VACCINE

Human Resources is responsible for providing training to employees who have been identified as potentially subject to exposure of hepatitis B. The training will include information about vaccinations and will address the safety, benefits, efficacy, methods of administration, and availability.

The hepatitis B vaccination series is available at no cost after training and within ten days of initial assignment to employees identified in Section II, Employee Exposure Assessment/Determination. Vaccination is encouraged unless:

1. Documentation exists that the employee has previously received the series;
2. Antibody testing reveals that the employee is immune; or
3. Medical evaluation shows that vaccination is contraindicated.

Any employee who is potentially subject to exposure and who declines the hepatitis B vaccination must sign a declination form. The form shall be maintained by the Human Resources Department. An employee who declines may request and obtain the vaccination at a later date at no cost.

CITY OF DE PERE	
Title: BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN	Last revised: OCTOBER 8, 2013

Vaccinations are administered by the Health Department in coordination with the department head, at a reasonable place and time.

Employees who have ongoing contact with patients or blood and are at ongoing risk for injuries with sharp instruments or needle sticks should be tested for antibody to hepatitis B surface antigen, one to two months after the completion of the three-dose vaccination series. Employees who do not respond to the primary vaccination series will be revaccinated with a second three-dose vaccine series and retested. Non-responders will be medically evaluated.

Drawing of the antibody titers will be coordinated by the Human Resources Department.

V. POST-EXPOSURE EVALUATION AND FOLLOW-UP

The following steps will be followed if an exposure occurs:

1. Cleanse the exposed area immediately after exposure with soap and water if available. If the exposed area is the eyes or mucous membranes, the area should be flushed with water.
2. Contact the exposed employee's supervisor immediately.
3. The exposed employee should seek medical attention and notify the staff of employment status and that this is a work-related exposure.
4. Exposed employees should return to their regular worksite and notify their Supervisor that they have returned after completion of a medical evaluation.
5. Complete the Report of Occupational Injury, Exposure or Illness-Green Sheet (Attachment A) and forward to the supervisor before the end of shift or as soon as feasible.
6. The supervisor will review the form and forward it to the Human Resources Department within 72 hours of the exposure incident.
7. Post-exposure follow-up and counseling, as appropriate, will be completed through Prevea Work Med, and will include the following actions:
 - a. Document the routes of exposure and how the exposure occurred.
 - b. Identify and document the source individual, unless infeasible.
 - c. Obtain consent and make arrangements to have the source individual tested as soon as feasible to determine HIV, HCV and HBV infectivity; document the source individual's test results were conveyed to the employee's primary care provider.

CITY OF DE PERE	
Title: BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN	Last revised: OCTOBER 8, 2013

- d. If the source individual is known to be HIV, HCV and/or HBV positive, new testing need not be performed.
- e. Assure that the exposed employee is provided with the source individual's test results and with information about the confidentiality of the source individual's identity and test results.
- f. After obtaining consent, test the exposed employee's blood for HBV and HIV serological status.
- g. If the employee does not give consent for HIV serological testing during collection of blood for baseline testing, preserve the baseline blood sample for at least 90 days. If the exposed employee elects to have the baseline sample tested during the waiting period, perform testing as soon as feasible.
- h. Provide post-exposure prophylaxis, when medically indicated.

VI. ADMINISTRATION OF POST-EXPOSURE EVALUATION AND FOLLOW-UP

The Human Resources Director will provide all health care professionals responsible for employee hepatitis B vaccination, post-exposure evaluation, and follow-up with a copy of the OSHA Bloodborne Pathogens Standard this Plan.

The Human Resources Director will ensure that the health care professional at Prevea Work Med who conducts an evaluation of an employee after an exposure incident receives the following:

- A description of the employee's job duties relevant to the exposure incident;
- Route(s) of exposure and the circumstances under which the exposure incident occurred;
- If possible, results of the source individual's blood test; and
- Relevant employee medical records, including vaccination status.

The Human Resources Director will provide the employee with a copy of the evaluating health care professional's written opinion within 15 days after receipt of the evaluation.

VII. PROCEDURES FOR EVALUATING THE CIRCUMSTANCES SURROUNDING AN EXPOSURE INCIDENT

The Safety Committee is the reviewing panel for all exposure incidents to determine:

- Engineering controls in use at the time;
- Work practices followed;
- A description of the device being used;

CITY OF DE PERE	
Title: BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN	Last revised: OCTOBER 8, 2013

- Protective equipment or clothing that was used at the time of the exposure incident (gloves, eye shields, etc.);
- Location of the incident;
- Procedure being performed when the incident occurred; and
- Employee's training.

If copies of written reports concerning the exposure incident are provided to the Safety Committee, all information identifying the exposed employee, source individual and City Department will be redacted prior to distribution. If the Safety Committee determines that practices should be revised, the Safety Committee will make appropriate changes to this Plan. Changes may include, for example, an evaluation of safer devices or adding employees to the exposure determination list.

The Human Resources Department will record all percutaneous injuries from contaminated sharps in a Sharps Injury Log.

VIII. EMPLOYEE TRAINING

Information and training will be provided to employees employed in positions on the exposure determination list at no cost to the employees and during work hours. The training will be coordinated by the department head and Health Officer/Director. Training materials are available through the Health Department.

Such training will be provided:

- At the time of initial assignment and prior to performing the duties with a risk of exposure;
- Annually; and
- When modifications to an employee's job responsibilities affect that employee's occupational exposure.

Material covered will be appropriate for the educational level, literacy, and language of employees being addressed.

All identified employees will receive training on the epidemiology, symptoms, and transmission of bloodborne pathogens diseases. Such training program covers, at a minimum, the following elements:

- A copy and explanation of the OSHA standard;
- An explanation of this Plan and how to obtain a copy;
- Methods to use in recognizing tasks and other activities that may involve exposure to blood and other potentially infectious materials, including what constitutes an exposure incident;
- An explanation of the use and limitations of engineering controls, work practices, and personal protective equipment;

CITY OF DE PERE	
Title: BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN	Last revised: OCTOBER 8, 2013

- An explanation of the types, uses, location, removal, handling, decontamination, and disposal of personal protective equipment;
- An explanation of the basis for personal protective equipment selections;
- Information on the hepatitis B vaccine, including information on its efficacy, safety, method of administration, the benefits of being vaccinated, and that the vaccine will be offered free of charge;
- Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious materials;
- An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available;
- Information on the post-exposure evaluation and follow-up that the employer is required to provide for the employee following an exposure incident;
- An explanation of the signs and labels and/or color coding required by the standard and used at this facility; and
- An opportunity for interactive questions and answers with the person conducting the training session.

IX. RECORDKEEPING

- A. Training Records. Training records will be completed for each employee upon completion of training. The Department Head will keep these training records for at least three years.

Training records include: The dates of the training sessions; the contents or a summary of the training sessions; the names and qualifications of persons conducting the training; and the names and job titles of all persons attending the training sessions.

- B. Medical Records. Medical records shall be maintained for each employee with occupational exposure in accordance with 29 C.F.R. § 1910.20, Access to Employee Exposure and Medical Records. The Human Resources Director is responsible for the creation of and maintenance of the required medical records. These confidential records are kept at City Hall Human Resources Department for at least the duration of employment plus 30 years.

Employee medical records are provided upon request of the employee or to another individual with the written authorization of the employee. Such requests should be sent to the Human Resources Director, 335 S. Broadway, De Pere, Wisconsin 54115. The records should be provided within seven working days.

- C. Sharps Injury Log. The Human Resources Director has established and maintains a Sharps Injury Log for recording percutaneous injuries. While maintaining the confidentiality of the injured employee, such log contains, at a minimum, the following: the type and brand of sharps involved in the incident; the department

CITY OF DE PERE	
Title: BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN	Last revised: OCTOBER 8, 2013

or work area where incident occurred; and an explanation of how the incident occurred. The log will be maintained for five years.

- D. OSHA Exposure Incidents. All exposure incidents are evaluated to determine if the case meets OSHA's Recordkeeping Requirements (29 C.F.R. § 1004) by the Human Resources Director. The Human Resources Director is responsible for all OSHA recording requirements.

DRAFT

CITY OF DE PERE	
Title: EMERGENCY GUIDELINE	Last revised: NOVEMBER 5, 2013

ADDENDUM Y

EMPLOYEE EMERGENCY GUIDELINES

PURPOSE

The intent of this document is to set in place a standardized procedure addressing a variety of potential emergency occurrences that could have a direct impact on the City's governmental body and the public employees serving within City-owned structures. This plan is to be followed for any listed, or related, emergencies that may occur. City employees are expected to protect themselves and the public through knowledge and application of this plan.

POLICY

Due to the nature of government, each department may have specific requirements and policies addressing different emergencies to which they would be required to respond. Where those policies differ or conflict with the information contained herein, department policy shall be adhered to and the information in this plan should be used as a resource.

Should any portion of this plan conflict with City, state or federal law, policy and rules, those portions in conflict are deemed null and void. If any sentence, clause or phrase of this plan should be held as void or invalid; the validity of the remaining portions of the plan shall not be affected.

I. FIRE: What to do in the event of fire in your building.

A. If you discover a fire in the building:

1. Close the door(s) to the area and move immediately to an exit. Remember the term Rescue-Alarm-Contain-Evacuate or RACE. The quickest way to notify all occupants to evacuate the structure and call Fire Department is to activate the Fire-Alarm Pull-Station. These alarm devices are located towards all exits in the building. Inform the Emergency Coordinator of the location of the fire in the structure. (refer to Section II on **EMERGENCY EVACUATION**).
2. Any time the fire alarm activates, everyone will immediately exit the building as quickly and orderly as possible without panicking. Secondary notification of the Fire Department via 9-1-1 shall be from an alternate safe location, outside the involved building. Your primary concern should be for citizens in the facility; assist them in leaving in an orderly fashion.
3. If you are unable to escape from your location, remain calm. If you are able, unlock doors and notify emergency responders that you are still in the building by dialing 9-1-1 from the nearest phone. Fire Department will make a primary search for anyone left in the building.

CITY OF DE PERE

Title: **EMERGENCY GUIDELINE**Last revised: **NOVEMBER 5, 2013**

4. Do not attempt to carry items down the stairs. These could be dropped causing others to trip and fall.
- B. If you can leave your office during a fire:
1. Feel the door before you open it, if cool to touch open it cautiously be alert for smoke. If it is all clear, leave your office, closing the doors behind you, this will slow the spread of fire and limit the damages. Leave doors unlocked. Turning off lights will help reduce the electrical draw and may reduce electrical fires. (Only close doors and turn off lights on your way out, if they do not delay your egress.)
 2. Alert the occupants of other offices in your general area, pull the nearest fire alarm pull station, and then proceed immediately to the closest exit. Be sure any stairway doors close behind you.
- C. Once outside:
1. Move away from the building entrance and towards the assigned rally point. The Fire Department will need access to the structure. Find your supervisor in the assigned holding area, so they can get an accurate accounting of personnel. Get a count of any clients or citizens who are under your area of supervision.
 2. Supervisors should report to the Fire Warden for the building with information on personnel not accounted for, left in specific areas (because they were physically incapable of egress), and location of the fire, if known.
 3. One building representative, a Fire Warden or the Emergency Coordinator should then meet with the officer of the first-in apparatus to arrive and provide the complete information as relayed by the supervisors.
- D. If there is fire or smoke near your office:
1. Feel the door before you open it. If it is HOT or you see smoke billowing under the door, do not open the door. A dangerous fire condition probably exists just on the other side. Find an alternate exit or notify responders you are there.
 2. If a fire does exist in your egress path and your access to the fire exits are blocked, take refuge in a room with an outside window. Get as many doors as possible between you and the fire. Stay at the window and signal or call for help. Stay low to the floor; cleaner air is closest to the ground. On inside rooms seal all the cracks and vents to keep smoke out. Make

CITY OF DE PERE

Title: **EMERGENCY GUIDELINE**Last revised: **NOVEMBER 5, 2013**

sure the Fire Department knows your exact location, dial 9-1-1 to notify them. Wait for rescue help to arrive. Don't panic.

- E. Do not use elevators: They may already be out of service. There could be a fire on a floor directly below, the elevator could stop at this floor potentially causing severe injuries to any of the occupants of the car. Once you are in the stairwell you are in a 'safe area' and can move carefully in descending out and away from the building.
- F. To report a fire: Dial: **9-1-1**
1. The people you work with deserve a safe working environment. Should they smell or see smoke, having professional firefighters on the scene will alleviate any fears they may have.
 2. In all cases, pull the fire alarm located towards your nearest exit and/or notify the Fire Department via 9-1-1 immediately.
 3. Some fire alarm systems may be connected directly to monitoring services that will automatically notify the Fire Department. It is prudent to make a follow-up call to assure that the Fire Department is responding it is preferred this be done from a location outside the involved structure.
 4. You should have an evacuation team consisting of management, safety committee members, and supervisors acting as Fire Wardens, Searchers, and Exit Monitors. By remaining calm and giving orders with confidence, you can help facilitate any necessary evacuation in a calm manner that will limit the potential for panic.
- G. To extinguish a small fire using a Fire Extinguisher:
1. If there is a small fire, call the Fire Department first, before any attempt is made to extinguish the fire. Do not hesitate or delay in calling for help. Use an extinguisher only if properly trained to do so. Staff should be trained in the use of fire extinguishers before there is a fire. Know the location of extinguishers before you need them.
 2. Fight a small, contained fire only (i.e. waste paper basket, papers). There are fire extinguishers located in all areas of the city buildings generally toward an exit. Extinguishers are classified based on the type of fire they can extinguish.

Class A – Ordinary combustibles

Class B – Flammable liquids

Class C – Energized electrical

CITY OF DE PERE

Title: **EMERGENCY GUIDELINE**Last revised: **NOVEMBER 5, 2013**

3. Fight the fires with your back towards the exit. Always have a partner to back you up. Never turn your back towards the fire. Keep low and remember the **P-A-S-S** acronym:

Pull – the trigger release pin

Aim – at the base of the fire from the maximum distance possible

Squeeze – the trigger firmly

Sweep – across the base of the fire.

II. **EMERGENCY EVACUATION:** Leaving the building in the event of an emergency.

- A. In the event of a fire or fire alarm, leave the building immediately closing doors behind you. Do not run, but move swiftly and do not delay. Listen to any instructions from your fire wardens. Assure any citizens remain calm and move quietly to the gathering point outside.

1. Evacuation should always be in the downward direction, leaving the building. In case of fire, it must be strongly stressed that all emergency evacuation must take place via the stairways. Stairways are your safest haven; generally they are specifically fire proofed and safe from smoke.
2. Elevators can be a fatal trap. Do not take the elevator. Evacuate through the nearest exit or stairwell. Do not leave the stairwell until you reach ground floor level. Move away from the building to your holding area outside (rally points). The building entrances and lobby areas must be clear for use by Fire Department personnel and their firefighting equipment. Fire Wardens will need to count heads and gather information on missing personnel. Any information on the nature or location of the fire should be immediately given to the Fire Warden.
3. Never reenter the building for any reason. Wait for an “all clear” from firefighters prior to attempting any reentry of the building. Use a backup location as a staging site in the event of inclement weather, where personnel can be safe and comfortable.

- B. Methods for evacuating handicapped personnel. A cooperative effort is necessary in every situation to achieve a safe evacuation. Anyone who needs assistance should ask for help and provide instructions for the best method to be used in their particular care.

1. During an evacuation, individuals with severely restricted mobility should go to the nearest safe stairwell and seek assistance in entering and sealing the stairway system. Preplanning is very important. A responsible person and alternate in the same work area should be assigned to assist disabled or handicapped persons into the stairwells. Movement beyond that point will be by Fire Department or emergency personnel.

CITY OF DE PERE

Title: **EMERGENCY GUIDELINE**Last revised: **NOVEMBER 5, 2013**

2. Carries require an exceptional amount of strength on the part of the rescuer and should not be attempted without proper training. If persons are of slight stature, a carry may be attempted by placing them in the arms or evacuating with a pack strap carry; the helper kneels at the front of the wheelchair and places the person's arms up and over the helper's shoulders and across their chest; the helper then leans forward before slowly rising to full standing position.
3. If two helpers are needed, use a basic swing carry. Helpers position themselves next to the wheelchair and grasp each other's upper arm or shoulder. The assisted party places their arms firmly around each helper's neck. The helpers lean forward, placing their free arms under the individual's legs and firmly grasp each other's wrists. Both helpers lift, using legs, then carefully step forward.
4. If the stairwell is too narrow for this type of carry, place the person in the stairwell landing. One helper lifts at the legs, under the knees, while the other grabs under the shoulders with fingers locked across the individual's chest. Helpers, with back erect, would lift together, rising slowly to standing position, using the leg muscles.
5. A method of head count should be known and implemented as soon as possible. Immediately upon leaving the building, advise the Fire Warden of the location for any persons left in the building. Persons unable to exit the building will be the Fire Department's first priority upon arrival on the scene.

III. ACCIDENT OR ILLNESS: Severe accident or illness, which requires immediate first aid.

- A. In the event of an accident involving injury or illness to an employee, visitor, or citizen in your area and the individual requires medical attention, determine the severity of the injury and take the following action:
 1. Call the Fire Department EMS (Emergency Medical Services) at 9-1-1.
 2. Give this information:
 - a. Area and Division.
 - b. Street address, name of occupant, and location of the emergency.
 - c. Any details available of accident or illness.
 - d. Injured or ill person's name, if known.

CITY OF DE PERE

Title: **EMERGENCY GUIDELINE**Last revised: **NOVEMBER 5, 2013**

3. If qualified or knowledgeable, administer appropriate first aid. Someone should remain with the injured party at all times.
4. Have someone meet the emergency unit at the entrance of the building.
5. Call the Emergency Coordinator.
6. Do not move injured or ill persons. Try to make them comfortable.

For CPR or First Aid training, contact the Fire Department.

B. This is what happens:

1. The ambulance will be with you shortly and administer necessary medical assistance. It is important you remain calm.
2. Ambulance will arrive and take injured or ill person to hospital for professional treatment in a controlled environment that has proper diagnostic equipment and personnel.

IV. INTRUDER: Procedure for handling an unknown person in the structure.

- A. Whether an individual has made overt actions or not, any person entering the structure without permission should be handled carefully until their intentions are known.
 1. When an unknown person is found in the building or the area of an activity, immediately withdraw from the area and ask another employee for help with an intruder.
 2. Return to the location where the person is found and inquire *"may I help you with something"*. The person may just be lost or waiting on someone's return.
 3. Should the individual refuse to respond or not respond in an appropriate manner ask the person to leave.
- B. Where an individual shows any open hostility or displays any type of weapon, do not confront this person. This also applies to unknown individuals who fail to leave or respond inappropriately.
 1. Cautiously move to another area.
 2. Advise others in the immediate area that an intruder is present and that they should leave at once. Assist any citizens or visitors to move away from the intruder.

CITY OF DE PERE

Title: **EMERGENCY GUIDELINE**Last revised: **NOVEMBER 5, 2013**

3. Call the police immediately at 9-1-1 and advise them of the situation.
4. Have someone meet the police who are familiar with the building and the situation. This information needs to be relayed to the first arriving officer. Along with the location for the suspect and overt actions they may have taken.
5. Try to remember as much as possible about the intruder including: physical description, clothing, hair, eyes, etc.
6. Do not return to this area of the building until police officers direct you to do so.

V. BOMB THREAT: Procedure for handling a direct threat against the people or structure.

Occupants will be notified if a bomb threat has been made that will require Evacuation Procedures. If your area receives a bomb threat, call the Police Department immediately and then notify the Emergency Coordinator. Should you receive a bomb threat after normal working hours, call your Fire Warden who will determine an appropriate course of action. Please fill out the Bomb Threat Procedure Checklist on the following page to assist the Police with determining the level of risk.

A. The threat: If you receive a telephone threat of a bombing, proceed as follows:

1. Remember the details of the call:
 - Location of bomb
 - Stated time of explosion
 - Background noises
 - Accent, voice and sex of the caller
2. Call the Police and Emergency Coordinator immediately.

B. The decision: For obvious reasons, the building may not be automatically evacuated every time a threat is made. However, your safety is the prime consideration and based on specific circumstances, an appropriate decision will be made. You may, of course, choose to evacuate your premises at your discretion.

C. The evacuation: If a decision to evacuate is made by the administration, the evacuation will proceed as follows:

1. The Emergency Coordinator, the Fire Warden, or authority having jurisdiction, will instruct occupants to evacuate areas of concern and advise the emergency evacuation procedures to be implemented (refer to Section II on **EMERGENCY EVACUATION**).

CITY OF DE PERETitle: **EMERGENCY GUIDELINE**Last revised: **NOVEMBER 5, 2013**

2. You will be instructed to use stairwells or if elevators are available for a prompt and orderly evacuation of your area. Fire Wardens should ensure all employees and visitors have evacuated the area.
3. Areas will be evacuated by order of imminent danger, but NOT all areas of a structure will be required to evacuate.
4. You will not be permitted to remain in the building during the evacuation and search.
5. It is not unusual during emergencies to hear rumors and for people to have feelings of anxiety. Please help calm those around you who might cause a panic situation to develop.

DRAFT

CITY OF DE PERE

Title: **EMERGENCY GUIDELINE**Last revised: **NOVEMBER 5, 2013****BOMB THREAT CHECKLIST**

NAME OF OPERATOR _____ TIME _____ DATE _____

CALLER'S IDENTITY:

MALE _____ FEMALE _____ ADULT _____ JUVENILE _____ APPROX. AGE _____

ORIGIN OF CALL

LOCAL _____ LONG DISTANCE _____ PHONE BOOTH _____ INTERNAL (from within building?) _____

Telephone number of the line on which the call was received _____

VOICE CHARACTERISTICS:

_____ Loud
 _____ High Pitch
 _____ Raspy
 _____ Intoxicated
 _____ Soft
 _____ Deep
 _____ Pleasant
 _____ Other

SPEECH:

_____ Fast
 _____ Distinct
 _____ Stutter
 _____ Slurred
 _____ Calm
 _____ Rational
 _____ Coherent
 _____ Deliberate
 _____ Righteous
 _____ Slow
 _____ Distorted
 _____ Nasal
 _____ Lisp
 _____ Angry
 _____ Irrational
 _____ Incoherent
 _____ Emotional
 _____ Laughing

LANGUAGE:

_____ Excellent
 _____ Fair
 _____ Foul
 _____ Local
 _____ Foreign
 _____ Race
 _____ Good
 _____ Poor
 _____ Other
 _____ Not Local
 _____ Region
 _____ Soft

Factory: _____ Machines _____ Bedlam _____ Music
 Office: _____ Machines _____ Mixed
 Street: _____ Traffic _____ Trains _____ Animals _____ Quiet _____ Voices _____ Airplanes
 Party: _____ Atmosphere

BOMB FACTS:

PRETEND DIFFICULTY WITH HEARING. KEEP THE CALLER TALKING. IF CALLER SEEMS AGREEABLE TO FURTHER CONVERSATION, ASK QUESTIONS LIKE:

When will it go off: Certain Hour _____ Time Remaining _____
 Where is it located: Building _____ Area _____ Floor _____
 What kind of bomb? _____ Where are you now? _____
 How do you know so much about the bomb? _____
 What is your name and address? _____

REPORT CALL TO EMERGENCY COORDINATOR OR FIRE WARDEN

CITY OF DE PERE

Title: **EMERGENCY GUIDELINE**Last revised: **NOVEMBER 5, 2013****VI. CHEMICAL SPILL:** Procedure for an unknown substance spilled in or around the structure.

Chemical spills and the hazardous vapors potentially associated with these products will generally affect the areas where these products are stored only and will be confined to the building where the release occurred. Vapors, however, can potentially move great distances from the point of origin. Should a spill occur:

1. Begin evacuation of all employees in the affected area of the building (refer to Section II on **EMERGENCY EVACUATION**).
2. If not already called, notify Fire Departments and the Police of the situation. Provide information on the location and type of product spilled, if known.
3. Notify the Emergency Coordinator of the hazardous conditions.
4. The Hazardous Materials Response Team will require specific information if the fire officer determines that a response is needed. Provide any information to your Fire Warden to be passed on to responding units. A copy of product MSDS sheets is ideal.
5. Never reenter the building unless an "All Clear" is given by the fire ground commander.

VII. TORNADO: Warning of high wind conditions that could propagate tornados.

- A. Tornado Watch: Weather conditions are such that there is a possibility a tornado could occur. Be more alert to the weather conditions around you.
- B. Tornado Warning: A tornado warning is an alert by the National Weather Service confirming a tornado sighting. The Weather Service will announce the approximate time of detection and direction of movement from the current location.
- C. Public Warning: This may come by announcement over the radio or TV and an activation of the sirens.
- D. Action to take:
 1. Get everyone away from the perimeter of the building and exterior glass.
 2. Move to protected areas. Leave exterior areas and close the doors.
 3. Go to center corridors in the basement of the building – the main corridor. Stay as far from windows and glass as possible.

CITY OF DE PERE

Title: **EMERGENCY GUIDELINE**Last revised: **NOVEMBER 5, 2013**

4. Sit down in corridor and protect yourself by putting head as close to your lap as possible, or kneel protecting your head with both arms.
 5. Remove glasses, pens and pencils, and other sharp objects from your person and place on the ground next to you.
- E. If you are caught in an outside perimeter office: Seek protection under a desk or other heavy furniture, keeping your head down.
- F. If you are caught outside in the open:
1. Seek protection in a low-lying area, such as a ditch. Stay away from vehicles. If no low-lying areas are present, stay in vehicle and fasten seat belts firmly.
 2. In the event of actual tornado damage, emergency people will arrive and help as soon as possible. This may not be for an extended period of time depending on the size of the event and the extent of damages to the area.
 3. The Emergency Coordinator and Fire Warden will report conditions at the structure as soon as possible to emergency responders. Employees may be asked to provide assistance for rescue efforts within your building. Carefully inspect your area for injured personnel, damage and possibility of further damage or potential dangers, such as natural gas, electricity or water. Keep any citizens for whom you are responsible together and quiet.
 4. Assist the injured as necessary (refer to Section III on **ACCIDENT OR ILLNESS**).
 5. If a fire has started (refer to Section I on **FIRE**).
 6. Determine necessity for immediate evacuation due to conditions.
 7. Begin evacuation, if needed (refer to Section II on **EMERGENCY EVACUATION**).
 8. Do not assume you can help on your own; the most productive and safest help will be through the coordinated efforts directed by emergency personnel once they arrive. Once you have been evacuated from buildings never reenter without being told to do so.
 9. Discourage rumors.
 10. Securing of the building or area may be necessary to protect the public from hazards.

CITY OF DE PERE

Title: **EMERGENCY GUIDELINE**Last revised: **NOVEMBER 5, 2013****VIII. ELEVATOR EMERGENCY:** Malfunction of the automatic systems for moving of people between floors.

A. Elevators are one of the safest modes of transportation. However, on occasion they do have malfunctions due to their sophisticated automatic controls. Here's what to do in an elevator emergency:

1. Remain calm.
2. Lift the telephone receiver or push the phone button, and listen for an answer.
3. This will immediately ring to a 24-hour answering service.
 - a. Give your name.
 - b. Give the appropriate building name.
 - c. Give the floor level, if known.
 - d. Give the elevator number located on the elevator panel.
4. A telephone is located in each elevator car. Voice communication will take place.
5. Do not try to force open an elevator door.

B. This is what happens:

1. The answering service will obtain assistance.
2. The answering service will stay on the phone to advise you.
3. Passengers will be assisted as soon as possible.
4. The Fire Department may be called in to assist with any potential medical emergency but most likely will not force open the doors. The elevator service company will most likely reset the system. Should a medical emergency be suspected (refer to Section III on **ACCIDENT OR ILLNESS**), the Fire Department will force immediate access to the occupants and care for them as necessary.

IX. BUILDING SYSTEMS: Maintaining the systems designed to protect building occupants.

City buildings are equipped with sophisticated Life Safety systems that are designed to automatically react to a fire situation when smoke is detected or a pull station is activated.

CITY OF DE PERE

Title: **EMERGENCY GUIDELINE**Last revised: **NOVEMBER 5, 2013**

Additionally, the building is also equipped with emergency lighting during a power failure. In the event of a fire, black out, or power failure interrupts the flow of electricity, the emergency lighting will automatically provide power for all occupant to see the exits. In the event of power failure, these systems will enable you to calmly evacuate the building (refer to Section II on **EMERGENCY EVACUATION**).

X. WASTE DISPOSAL

- A. Dispose of highly combustible items such as crates, boxes, packaging materials, old books and old files at the end of every business day.
- B. Normal rubbish and waste should be routinely removed as well. Major items should be handled by making arrangements with the Municipal Service Center or contracted waste hauler for a special pick up. Arrangements can be made to have waste from deliveries of large items (such as furniture) removed during set-up.
- C. Do not empty ashtrays or throw cigarette butts in wastebaskets. Wastebaskets contain paper and other combustible materials. Be careful not to drop cigarette butts or cigarette ashes on the floor. Keep wastebaskets away from draperies.
- D. Should a wastebasket catch fire, and water is not immediately available, empty and place another wastebasket over it immediately and then quickly follow up with water. Fire extinguishers are located throughout the building and may also be used. Immediately call the Fire Department and without delay notify all other occupants by activating the fire alarm system (refer to Section I on FIRE).
- E. You can be helpful by keeping your area free of hazards.
- F. Remember, fire exit doors protect you only if they are kept closed, never blocked or locked.

XI. DUTIES: Specific duties of the team members in preparing for and managing an emergency.

- A. Fire warden:
 - 1. The Fire Warden is responsible for reporting any potential or actual emergency condition to the appropriate responding agencies.
 - 2. The Fire Warden is also responsible for organizing his/her emergency team members and making sure emergency procedures are carried out correctly.
 - 3. After leaving the building, the Fire Warden should locate the Emergency Coordinator or determine who will be posted outside. Inform the Coordinator or assigned representative of the following critical information as soon as possible:

CITY OF DE PERE

Title: **EMERGENCY GUIDELINE**Last revised: **NOVEMBER 5, 2013**

- a. The location of the fire, if spotted in or around your area.
 - b. Whether everyone is out or not. If not, the location of personnel remaining.
- 4. Other duties:
 - a. You should appoint an Assistant Fire Warden to both assist the Fire Warden and to take charge in case of absence of the primary Fire Warden.
 - b. Appoint other personnel within your area to assist you in monitoring fire safety within your area. Primary and alternate searchers and exit monitors, if needed. In small divisions, one person may need to perform multiple tasks. In larger structures, you may need several personnel for each position to assure all areas of the building are safe.
 - c. Be familiar with the closest stairwell for exit. Further, be aware of a second option of evacuation in case the first option is blocked.
 - d. Supervise all key emergency team members.
 - e. Ensure that all emergency team personnel know their assigned duties and locations in case of an emergency.
 - f. Responsible for informing and training key emergency personnel and all area personnel in emergency procedures.
 - g. Pre-plan the handling of handicapped and/or physically disabled personnel during evacuation.
 - h. Responsible for the evacuation of area personnel.
- B. Searcher:
 - 1. Under the supervision of the Fire Warden, Searchers are responsible for finding and evacuating all personnel from the assigned area, specifically from remote locations such as storerooms, file rooms, coffee areas, rest rooms, etc.
 - 2. Other duties:
 - a. Check all rooms including any private restrooms, conference rooms and remote areas in a predetermined pattern.

CITY OF DE PERE

Title: **EMERGENCY GUIDELINE**Last revised: **NOVEMBER 5, 2013**

- b. Advise any remaining personnel within your area of the emergency and insist on their evacuation.
- c. Evacuate any guests or customers within your area along with all employees.
- d. Should the Searcher come across an individual who, for whatever reason, refuses to leave, make note of their location and leave them. Do not endanger yourself or delay your egress. Notify your Fire Warden of the persons' location; they will be arrested and removed by the Fire Department or Police.

C. Exit/Stairwell Monitor:

- 1. Under the supervision of the Fire Warden, Exit Monitors are responsible for an assigned exit area to ensure personnel will exit out of the building in an orderly manner. The Emergency Coordinator will assign a specific exit to each Exit Monitor on any given floor.
- 2. Other duties:
 - a. Go immediately to the exit and direct all personnel to evacuate appropriately.
 - b. Quickly inspect any stairwells before evacuation; to be sure they are clear of any smoke.
 - c. Direct personnel to exit along the right side of the stairwell only. The left side must remain clear for emergency personnel.
 - d. Supervise and monitor evacuation flow while remaining calm and encouraging quiet and orderliness in personnel evacuating.
 - e. Stay at the exit until Searchers have cleared all personnel from the floor, then proceed to the level of exit discharge. Only the level of exit discharge monitor should stay to assure no one reenters.
 - f. Under no circumstances may any personnel enter elevators during an emergency.

CITY OF DE PERE

Title: **EMERGENCY GUIDELINE**Last revised: **NOVEMBER 5, 2013****XII. Fire Team Assignments:** Duties assigned to specific individuals.Emergency Coordinator: HUMAN RESOURCES DIRECTOR

Area: _____ Division: _____

PERSONNEL NECESSARY FOR THIS TEAM:

Fire Warden: _____

Assistant Fire Warden: _____

Searcher: _____

Alternate Searcher: _____

Exit (or Stairwell) Monitor: _____

Alternate Exit Monitor: _____

For the City of De Pere:

	<u>Fire Wardens</u>	<u>Asst. Fire Wardens</u>
Fire Department:	Fire Chief	Asst. Fire Chief
Police Department:	Police Chief	Captain
1st Floor City Hall:	Building Director	Finance Director
2nd Floor City Hall:	Planning Director	City Attorney
Meeting Rooms:	President	Secretary
Municipal Services:	Director of Parks	Public Works Director
Community Center:	Community Center Manager	Senior Programs Manager

Please complete this form and return a copy to the Emergency Coordinator. Thank you.

CITY OF DE PERE	
Title: TECHNOLOGY USE POLICY	Last revised: NOVEMBER 6, 2013

ADDENDUM Z

TECHNOLOGY USE POLICY

PURPOSE

The City's computers, networks, programs, hardware, software, electronic communication devices (like phones and cell phones) and tools, other technology, and the Internet (collectively, "technology") are intended as tools for the City to serve the public and are provided so employees may better perform their job-related responsibilities. Inappropriate use can adversely affect the City, interfere with the work of its employees, increase its costs, and even expose the City to damage, liability and security risks.

In order to protect the interests of the City, the City reserves its right to monitor all use by employees of technology. No employee should expect privacy or secrecy in the use of technology. Employee use constitutes acceptance of the City's monitoring and disclosure of the employee's use. Use of the City's property and technology can be limited by the City at any time for any reason. The City may consent to the disclosure of information from use of technology or any other property, and the City may authorize a law enforcement agency to search or review the City's technology or property, and the City may use such information for its intentions and purposes.

POLICY

I. CITY ELECTRONIC RESOURCES

No written policy can list every conceivable circumstance that relates to proper use. The City's employees are professionals who are expected to exercise responsible professional judgment. The City has complete and sole discretion to determine whether any use or access is inappropriate, even if the use is not expressly prohibited or addressed in this policy or rules. The City may ask employees to stop any use it believes is improper. In addition, the City may block access to any content it believes is not appropriate. Employees who do not adhere to this policy may be disciplined, which can include restriction of Internet use or discipline up to and including termination.

The activities listed below are prohibited and may lead to discipline, up to and including discharge.

- Copying, disseminating or printing copyrighted or other protected materials, which can include articles, images, games and other software, in violation of the law.
- Accessing, sending, soliciting, displaying, printing, or otherwise disseminating material that is reasonably likely to harass, threaten or embarrass others or that is sexually explicit, fraudulent or otherwise inappropriate in a professional environment.

CITY OF DE PERE

Title: **TECHNOLOGY USE POLICY**Last revised: **NOVEMBER 6, 2013**

- Searching for, accessing or transmitting content that is reasonably likely to be perceived as offensive or disparaging of others, including content that is sexually explicit, profane, pornographic, disrespectful, disparaging based on race, national origin, sex, sexual orientation, age, disability, religious or political beliefs or other legally protected basis.
- Engaging in personal, non-City-related activities, including activities for gain or profit, for example, consulting for pay or advertising or selling goods or services for personal gain.
- Engaging in illegal activities or using the technology for any illegal purposes, including initiating or receiving communications that violate any laws or regulations.
- Interfering with or disrupting the work of other employees.
- Except as specifically authorized, gaining access by using any access control mechanism (e.g., login name, password, etc.) not assigned to the user, or permitting any person to have access by using another person's access control mechanism.
- Unauthorized access or attempting to gain unauthorized access to any technology or stored information.
- Engaging in any transaction or other conduct that, if done through means other than over the use of technology, would not be authorized.

If an employee has a question about whether a particular use of the City's technology or property is proper, then he or she should consult his or her supervisor before engaging in such use.

The City provides some of its employees with electronic communication tools such as e-mail, voicemail, cell phones, text messaging, pagers, computers and other communication tools and devices so they may better perform their job-related duties. The City's electronic communications system includes all messages sent through the City's network, either externally via the Internet or internally and through City-issued communications devices and networks. Electronic communications should be sent only to those individuals who have a legitimate reason to receive them. Distribution lists should be kept current and updated regularly to reflect changes in responsibility or employment status.

Electronic communications should be courteous, concise, focused and written or spoken in proper business English. The same care should be used in drafting electronic communications as is used for drafting any other written communication. All electronic communications are unavoidably attributed to the City. When composing electronic communications, employees should keep in mind that personal comments may be perceived as comments made on behalf of the City.

The City's electronic communications systems must never be used for personal communications unless such use is incidental. Employees are expected and encouraged to use their personal computer, e-mail and cell phone accounts from their home

CITY OF DE PERE

Title: **TECHNOLOGY USE POLICY**Last revised: **NOVEMBER 6, 2013**

computers or personal cell phones on the employee's own time for personal Internet use and drafting, sending, receiving or reading personal electronic communications. If an employee receives a personal communication on his or her work device, then the employee is expected to notify the sender from the employee's personal e-mail account or cell phone to not send non-work-related communications to the employee's work device.

Electronic communications may reside on the system in different recoverable forms (system backup, sent mail folders, spool queues, etc.). Employees should not assume that deleting a personal electronic communication removes all incidents of their existence. If there is a review of the information or an investigation, litigation or other proceeding that requires or makes desirable the review or production of City records, it is likely that electronic communications will be requested and potentially disclosed. Moreover, employees should not delete any communications or other work product that are records under Wisconsin's Public Records Law.

No one should expect privacy or secrecy in the use of City technology or City-issued communication devices such as e-mail, documents, text messages, cell phone messages or calls. Supervisors may have access to information pertaining to individual employees on the City's technology. The City does not condone "snooping;" employees should not read or review communications not sent to them except for legitimate business reasons. If an internal communication is confidential, it should be distributed personally or by a confidential routing envelope and not by e-mail. Employees should not presume an electronic communication sent via the Internet is confidential unless it has been encrypted by the City. The passwording of electronic communications systems is permitted. Passwords are the property of the City and must be disclosed to the department head and the IT Department.

Participation in listservs should be limited to those used for business purposes. Postings to listservs are distributed to many unknown readers and can later be quoted in public materials. Employees must understand and comply with the guidelines and protocols of each listserv to which they subscribe.

Electronic signatures should be used on all external messages and should clearly identify the originator of the message. The following information should be included: full name, title, City of De Pere, e-mail address and phone number.

If an employee has a question about whether a particular use or electronic communication is appropriate, then he or she should consult his or her supervisor or department head before making such communication.

The City has established specific guidelines for technology use.

II. SOFTWARE USE

CITY OF DE PERE

Title: **TECHNOLOGY USE POLICY**Last revised: **NOVEMBER 6, 2013**

Only City-provided and installed software or associated software is to be used on City computers. No employee is permitted to install or uninstall any base software on his or her own. Requests for software installation must be approved by the department head and the IT Director, who will make the determination if the software is allowable, perform virus control checks, and be responsible for installation. Employees found utilizing or having unauthorized software on their systems will be subject to disciplinary action in accordance with the City's policies. The following types of computer software are not authorized and are prohibited:

- Games, including Microsoft games that are included with the Microsoft operating system.
- Unauthorized demonstration or evaluation software.
- Interactive Internet games.
- Employee-owned software.
- Freeware.
- Shareware.
- Instant messaging software – all exterior instant messaging services are prohibited.
- Chat room/chat channels – acceptable only if used for verifiable business purposes.
- Streaming software (e.g., radio, music).

Use of computer software is subject to federal copyright laws and protected by licensing agreements. Copying of any City software is strictly prohibited. Copying of commercial software for use on City equipment is strictly prohibited. Copying and using software without explicit permission from the copyright owner constitutes copyright infringement. Employees who willfully or knowingly infringe a license or software copyright by making, acquiring, installing, downloading or using unauthorized copies of computer software may be subject to discipline, up to and including termination of employment, in addition to criminal and civil penalties.

To ensure compliance with copyright laws, the IT Director may conduct a periodic electronic software audit of all workstations and servers owned by the City. These audits will be conducted with or without notice to employees. If unauthorized software is found, it will be removed from computers and the appropriate supervisors will be informed of the presence of the unauthorized software and its removal.

Although the IT Department will perform appropriate backup of server data, employees are strongly encouraged to store data in appropriate folders on City servers. Information stored on local C:\ drives, external drives or disks is not secure from unauthorized access and cannot be restored in the event of a failure. Local disk drives are to be used for program files and applications only. In the event of a drive failure, these programs and applications can be re-installed from system disks. The IT Department will not be able to assist employees who lose data as a result of such data not being stored on the City's servers.

CITY OF DE PERE

Title: **TECHNOLOGY USE POLICY**Last revised: **NOVEMBER 6, 2013****III. EQUIPMENT CARE AND MAINTENANCE**

Employees must take appropriate care of City property and particular care and security with electronic communication devices. Due to the sensitive nature of information contained in these devices, employees should exercise reasonable efforts to protect the security of these devices by keeping them in safe locations and not sharing passwords or allowing access to the devices to unauthorized persons.

Employees must ensure that their electronic communication devices are not exposed to extremes of heat or cold, dust, smoke, or other potential contaminants. Drinks and food should be kept away from the equipment and storage media.

The IT Department provides suitable surge protectors for all computers and peripherals. Employees shall not connect any other electrical devices, i.e., fans, lights and radios, to the power protection devices.

IV. COMPUTER AND TECHNOLOGY SECURITY

To further protect the security of the City's technology resources, the City has adopted the following security protocols:

1. User Accounts. The IT Director is the Security Officer for the City computer system and is responsible for the creation of new user accounts on the system. Department heads shall promptly report all changes in end-user duties or employment status to the IT Director. Each authorized user will be assigned a user identification login name.
2. Passwords. Computer passwords shall be of sufficient strength so as not to be easily cracked or broken by unauthorized individuals and to ensure the safety of the information and networks within the City. The IT Department will establish and communicate specific requirements for password content. The following items apply specifically to password use:
 - Each user should have his or her own, unique login account and password. No default user ID or password will be permitted on any system.
 - Passwords should not be written down by the employee and stored on or near computer equipment.
 - Passwords should never be stored in clear view.
 - Under no circumstances shall employees share, or be required to share, login credentials, normally defined as the combination of both their user ID and password, except to authorized personnel of the City such as a department head or the IT Director.
 - Employees who fail to follow these protocols to keep their login information private may be held responsible for any use under those login credentials.

CITY OF DE PERE

Title: **TECHNOLOGY USE POLICY**Last revised: **NOVEMBER 6, 2013**

- Employees do not have any expectation of privacy in the passwords or regarding the use of e-mail on City systems regardless of the assignment of passwords, ID numbers or access codes.
3. Department-Specific Software Security. Department-specific software applications may include their own security settings. When these security settings are activated, the department head is responsible for confidentially providing passwords to the IT Director. Should any changes be made to the logins, passwords or other settings, the department head shall immediately provide the updated information to the IT Director.
 4. Access by Software Vendors. Occasionally, vendors, including copy machine or other equipment technicians and sales persons, may need dial-in or other online access to City equipment. The IT Department will provide a secure method for the vendor to gain access to the network. Access shall only be allowed through the IT Department and no other person.
 5. Workstation Physical Security. Employees are responsible for maintaining the physical security of their desktop workstations, portable computing devices, electronic communication devices, and removable media (such as removable and optical disk) by restricting and controlling physical access to these items. This can be accomplished by utilizing one or more of the following security solutions:
 - Properly positioning and protecting systems such that the information cannot easily be read or obtained, including turning monitors from counter areas.
 - Utilizing a special shade or polarizing monitor filter, when necessary.
 - Keeping the keyboard, mouse and other components far enough away from the public so they cannot be tampered with or stolen.
 - Printers should be kept in protected areas to keep sensitive information from being disclosed inappropriately.
 - Workstations may utilize an automatic screensaver that is password protected and which activates after a set period of inactivity. Where this solution has been implemented or required, departments or employees shall take no action to disable or prolong the set time frame of this screensaver.
 6. Employees shall never obtain or seek to gain unauthorized access to information resources.
 7. Employees shall not obtain copies of files or modify files of other users of City equipment without department head authorization.

CITY OF DE PERE

Title: **TECHNOLOGY USE POLICY**Last revised: **NOVEMBER 6, 2013**

8. Employees shall not seek information on data or passwords belonging to other employees or misrepresent other employees of the City through use of the City's technology.
9. Employees shall respect the confidentiality of all communications and other individuals' electronic communications.
10. Unauthorized employees shall not engage in, or attempt to engage in:
 - Monitoring or intercepting the files or electronic communications of other employees or third parties.
 - Hacking or obtaining access to systems or accounts to which they are not authorized.
 - Using another person's login and password information.
 - Breaching, testing or monitoring computer or network security measures.
11. No e-mail or other electronic communication shall be sent that attempts to hide the identity of the sender or represent the sender as someone else.
12. Electronic media and services shall not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system.
13. Anyone obtaining electronic access to materials of other organizations, businesses, companies, municipalities or individuals shall comply with all copyrights, licenses and other intellectual property protections, and shall not copy, retrieve, modify or forward copyrighted or licensed material except those that are permitted by the copyright holder or the license owner.
14. Anyone receiving electronic communications in error shall notify the sender immediately. The communication may be privileged, confidential or exempt from disclosure under applicable law. Such privilege and confidentiality shall be respected.
15. Prior to being released to third parties, all documentation which describes the City's technology system or systems procedures shall be reviewed by the IT Director to ensure that confidential information is not being disclosed.
16. Use of home computers for City work may result in some personal exposure on the part of the employee. Should an open records request or other legal action be presented related to work done on a home computer, the data and computer itself may be seized for the City's compliance and defense. Employees should ensure that their home computers have adequate virus protection present and that application versions are compatible with those used on City computers when using home computers for work purposes. No employee other than a salaried, exempt employee may use a home computer for City work unless authorized in writing by the department head and the City Administrator.

CITY OF DE PERE

Title: **TECHNOLOGY USE POLICY**Last revised: **NOVEMBER 6, 2013**

17. HIPAA Security Policies and Procedures. Employees who have access to electronic protected health information (ePHI) have the responsibility to follow all documented HIPAA security and privacy practices, procedures and policies provided of the City. Employees must keep desktop computers and all portable computers physically secure and prevent them from being accessed by unauthorized users. Employees must keep ePHI data from being read by or distributed to unauthorized users. Failure to comply with HIPAA requirements and applicable state law will also result in an employee being subject to the provisions of the HIPAA Sanctions Policy. In addition, the employee may be subject to civil and criminal penalties.

18. Encryption. No encryption of any kind shall be permitted on any documents or electronic communications created or stored on the City network, unless the encryption is authorized by the IT Director or his or her designee. This includes official documents, memos, internal documents, and e-mail reports.

V. INCIDENT REPORTING

Employees have a responsibility to report all actual or suspected information or network security incidents to their direct supervisor or department head.

1. Types of Incidents that Must be Reported. The following types of incidents are examples of situations that must be reported as a possible security incident:

- Unauthorized release of information in an electronic communication, whether intentional or accidental.
- Unauthorized receipt of any electronic communication containing information that is protected from disclosure (such as health care information) or is privileged or confidential.
- Receipt of an electronic communication that looks to be illegal or contains sexually explicit, hate-group related, profane, obscene, or otherwise illegal material.
- Suspicion that an employee's password has been disclosed or that someone may have been using one of the employee's login credentials or accounts.
- Receipt of any electronic communication that triggers antivirus software.
- Any individual who asks an employee for his or her password, or to use the employee's account to review the contents of the employee's electronic communications. (not applicable when asked by employee's supervisor)
- Computer attacks coming from inside or outside the City, or any suspected virus, worm or other malicious code.
- Theft or unauthorized removal of software, media, data, storage devices, disks, or CDs.
- Unauthorized access to the City's electronic communications systems by a third party.

CITY OF DE PERE	
Title: TECHNOLOGY USE POLICY	Last revised: NOVEMBER 6, 2013

- Inappropriate use of the City's technology and property, including, but not limited to, access of inappropriate websites; using City systems for inappropriate, non-work-related materials; abusing City systems or using them for unintended purposes; using workstations, servers or other devices to attempt to monitor, detect passwords, probe systems or networks, or other such hacking or cracking activities.
2. Incident Reporting Procedures. Employees should use one of the following options to report an actual or suspected security incident:
- Report the incident to the supervisor.
 - Send an e-mail to the IT Director, describing the incident.
 - Call the IT Director to report an incident

Incidents will be investigated by the IT Director or Human Resources Director.

VI. INTERNET USE AND ACCESS REQUIREMENTS

Access to the Internet and certain websites that are not used for City purposes may be limited through the use of the City firewall and software. Access to blocked sites shall be allowed only by written approval of the department head.

a. Use Regulations.

- All Internet users are responsible to ensure they are in compliance with all applicable laws and City policies, including computer security, virus detection, and access to unauthorized or questionable sites or material.
- Under no circumstances will the Internet or any City equipment be used to access lewd, objectionable, pornographic, sexually explicit, sites depicting nudity, sites depicting illegal materials, or sites that are sponsored by or contain materials regarding discrimination, hate groups, or gambling. The only exception is when such access is used to perform official investigations, required in the course of one's work, and approved in writing by the department head.
- Third party e-mail systems, such as Yahoo, MSN or Hotmail, shall not be used.
- Internet access requires authentication through the firewall to ensure that only authorized employees may access the Internet. Employees must comply with authentication protocols and not bypass these authentication protocols.
- Streaming media shall only be used for official or training purposes. The Internet shall not be used to listen to radio or TV broadcasts for non-City purposes.
- Instant messaging is not allowed except as authorized by the IT Director.

CITY OF DE PERE

Title: **TECHNOLOGY USE POLICY**Last revised: **NOVEMBER 6, 2013**

- Employees shall not purchase any items on the Internet from any City workstation or network connection using a credit or debit card, unless the transaction is for City business.
 - Employees shall exercise caution when prompted to enter information which will identify them or the networking architecture of the City. If there is any question regarding the legitimacy of the site or the information being requested, employees should notify their supervisor or contact the IT Director before proceeding. Employees accept all risk when entering personal, medical or financial information of any kind on external websites.
 - Employees shall not download programs or plug-ins from the Internet unless authorized to do so by the IT Director. Such actions could download viruses or other malicious code, or could violate licensing and copyright laws.
 - File downloads, such as *.pdf files, Word documents, research materials, etc., are permissible. All downloaded files should be checked for viruses.
 - The Internet shall not be used to attack or test the security of other systems.
- b. E-mail Use and Guidelines. The e-mail system is the property of the City and is provided to employees to assist them in conducting City business. All messages composed, sent or received on the e-mail system are and remain the property of the City. Employees do not have a personal privacy right in any matter created, stored in, or sent from the City's e-mail system. The City has the right to monitor the e-mail system in order to ensure that the City's policies are being followed. The City also has the right to monitor e-mail to access information in an employee's e-mail system when that employee is not available.

The City may conduct random audits of electronic communications, including e-mail leaving and entering the City system. For e-mail audits, redacted results (if determined by the City Attorney's office) will be forwarded to the department head. Any audit performed will be comprised of and not limited to the collection of incoming and outgoing mail statistics by user, the sizes and destinations of messages, the recipient addresses of messages, the content of messages, and the attachments included with messages sent and received during the audit period. Audited results have the potential of becoming a part of the public record (with exceptions as defined by law).

The guidelines below shall apply to all e-mail records (incoming and outgoing) in order to comply with current state statutes and public records laws.

- E-mail is not secure. If the content of the mail is sensitive, then consider using other forms of delivery.
- The IT Director will not release any information to the public with the exception of information pertaining to the IT Department. All requests for

CITY OF DE PERE

Title: **TECHNOLOGY USE POLICY**Last revised: **NOVEMBER 6, 2013**

public record information will be forwarded to the appropriate department for action.

- E-mail shall be treated like paper mail under the City's records retention and open records policies.
- If the e-mail sent or received falls within the realm of public record as defined by state statute, it must be retained for the specified time period before being destroyed per City's records retention policy.
- Because many departments and their staff have individual access to e-mail facilities:
- It is the responsibility of the employee who uses e-mail to be aware of the retention requirements for public records and to be aware of the exemptions that ensure the privacy of certain documents.
- It is the responsibility of senders and recipients of e-mail to determine whether the e-mail contains official business of the City. It is also their responsibility to determine whether it is subject to retention according to public records law, and if so, to determine the required length of retention as specified by the law.
- The City reserves the right to discard incoming mass mailings ("spam") without notifying the sender or intended recipient.
- The City reserves the right to block all communications from sites that are involved in extensive spamming or other disruptive practices, even though this may leave employee users unable to communicate with those sites.
- No employee shall e-mail sensitive, personal or private information, unless it is authorized and sent by approved methods.
- Employees shall not open unusual looking or unexpected e-mail. E-mail is often used by others for illegal purposes and may contain computer viruses.
- Employees shall not respond to e-mail requesting personal or banking information or requesting user IDs or passwords.
- If an employee has a doubt about the authenticity of an e-mail, or about what the e-mail is requesting, the employee should notify his or her supervisor immediately.

c. Prohibited Activities – Electronic Communications. Employees are prohibited from sending electronic communications or otherwise using electronic communication systems in connection with any (but not limited to) of the following activities:

- Engaging in illegal, fraudulent or malicious activities.
- Engaging in the unlawful use of electronic communications as set forth in Wis. Stat. § 947.0125 (Unlawful use of computerized communication systems – with intent to frighten, intimidate, threaten, abuse or harass another person, sends a message to the person on an electronic mail or other computerized communication system and in that message threatens

CITY OF DE PERE

Title: **TECHNOLOGY USE POLICY**Last revised: **NOVEMBER 6, 2013**

to inflict injury or physical harm to any person or the property of any person).

- Sending or storing offensive, discriminatory, disruptive obscene, or defamatory material.
- Annoying or harassing other individuals.
- Using another individual's account or identity without explicit authorization.
- Attempting to test, circumvent or defeat security or auditing systems without prior authorization.
- Accessing, retrieving or reading messages sent to other individuals without prior authorization.
- Permitting any unauthorized individuals to access the City's electronic communications systems.
- Sending out unnecessary mass messages, including with the intent of disrupting the e-mail system (spam).
- Sending non-work-related attachments (e.g., pictures, graphics, music, video).

Electronic communications are not secure and can be traced to the sender without much difficulty. Each message, by default, shows whom the sender is, where the message originated, times of origination and receipt, and what route it took to get to its final destination. The City will comply fully with requests from law enforcement to minimize and eliminate malicious perpetrators.

Attachments are documents and programs that are "attached" to an e-mail message that is being sent to a recipient. Unfortunately, attachments are the most popular mode for the propagation of viruses. With the objective of safeguarding the City's network, no executable files (.com, .exe, .vba, .bat, .pif, etc.) will be permitted to pass through the City e-mail system.

Any computer that belongs to the City may be subject to random or routine audits for content and activity by a supervisor or authorized personnel of the IT Department. Reports and documents of such audits are typically maintained in the IT Department and a copy of each audit may be sent to the department head. The documentation shall be comprised of a standard enterprise-wide audit form to ensure consistency. IT Department staff will normally perform the audit. The audit may include, but may not be limited, to the following:

- The presence of unauthorized passwords.
- Report of deviation from standard settings.
- The presence of personal software.
- The presence of personal documents.
- A summary of the contents of the hard drive.
- The presence of illegal documents and software.

CITY OF DE PERE

Title: **TECHNOLOGY USE POLICY**Last revised: **NOVEMBER 6, 2013**

- Content of e-mail as found in the inbox, sent mail, deleted mail, and other mail folders.
- The presence of games and unauthorized software.
- These audit documents may have the potential of becoming a part of the public record and may be released to the public on proper request.

Violations of the above guidelines have the potential of exposing the City to substantial risks, including legal liability. Violations of the guidelines herein may result in disciplinary action, up to and including discharge. Abuses of City technology and property should be brought to the attention of the appropriate supervisor or department head. If this is not possible, then report such abuses to City Administration. In addition, Wisconsin and federal law contain specific criminal statutes with respect to improper use of electronic communications and computers. Therefore, inappropriate use of City technology, electronic communications and property may be subject to criminal or civil legal action in addition to City disciplinary action.

Where and when it can be shown to the City Administrator that there is sufficient cause for a computer not to be bound by this policy, the Administrator can authorize such action. Such approved computers may not be subject to the appropriate policies laid out in this document. However, the user will be bound by the policies as stated within this document.

VII. CELL PHONE, WIRELESS DEVICES AND TELEPHONE USAGE

- a. Telephone Operating Procedures. When answering general incoming phone lines, employees shall observe the following protocol:

- Identify the City of De Pere; and
- State their name and department.

If the caller needs to be transferred to another employee, employees shall observe the following protocol:

- Give the caller the extension number of the employee;
- Inform caller he or she will be transferred; and
- Before transferring, inform the employee a call is being transferred to him or her; do not cold transfer.

- b. Personal Use. The City's electronic communication devices may be used for limited personal reasons, and should only be used for essential matters and less than five minutes (excludes firefighters from 5:00 p.m. to 7:00 a.m.). Short, essential long distance calls may be made by employees using employees' personal calling cards. Employees with excessive use or

CITY OF DE PERE	
Title: TECHNOLOGY USE POLICY	Last revised: NOVEMBER 6, 2013

inappropriate use of electronic devices are subject to discipline up to and including dismissal. The following is an outline of cell phone conduct:

- Employees who are issued City cell phones shall use the phones for conducting City business during and outside normal work hours. When a supervisor determines that personal use of a cell phone is excessive or otherwise abused, the cell phone may be taken away from the employee and the employee may be subject to any fees or costs associated with the personal use of the cell phone.
- The City reserves the right to change plans at any time. The current provision of a cell phone to employees for City business does not guarantee the future provision of a cell phone or free access to the City's cell plan to any employee.
- Upon resignation or termination of employment, employees shall be required to return their City-issued phone. The City may allow the employee to keep the phone if the employee agrees to have the cost of replacement deducted from his or her final paycheck.
- Employees will be expected to come to a slow, safe stop on the side of the road before placing or accepting a call. If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to use the hands-free option.
- While at work, employees are expected to use the same discretion in using personal cell phones as is expected of the use of landlines and City cell phones. Employees carrying personal cell phones should set the incoming signal on silent or vibrate. Excessive personal incoming or outgoing calls during the workday interferes with productivity and is distracting to others, and therefore may be subject to discipline and prohibition of personal cell phones in the workplace.

VIII. WIRELESS DEVICES

1. Elected or Appointed Official use of Personal Electronic Devices

a. Equipment.

- i. Elected or appointed officials may choose to use personal electronic device(s) for official city business.
- ii. The Common Council may determine to pay a stipend to reimburse those officials for the purchase of such personal electronic devices as may from time to time be budgeted or authorized.
- iii. All devices are the sole responsibility of the elected or appointed official, including repair and needed replacement of such device. The City shall not be responsible for any loss, theft or damage to such personal electronic device.

CITY OF DE PERE	
Title: TECHNOLOGY USE POLICY	Last revised: NOVEMBER 6, 2013

- b. The City strongly encourages elected and appointed officials to use City provided email accounts for conducting all City business.
2. The City may issue a wireless device to certain employees for conducting City business. Department Heads may authorize Fair Labor Standards Act (FLSA) exempt employee(s), whose use of an electronic device for phone and data access is determined to be necessary to carry out job responsibilities, to use their personal electronic device and service for city business in place of a city issued device and service.

- a. Requests for Wireless Data Telecommunications Service. A written request for approval to use one's personal wireless device and service must be approved by the employee's department head and forwarded to the IT Department and the payroll department.

Approval of use of a personal wireless device will be rescinded when no longer justified by business requirements or when the employee has failed to comply with City policies or expectations of acceptable use as determined by the user's department head. Rescission of this approval may occur at any time at the discretion of the City.

- b. Equipment, Service and Accountability. All personal wireless devices used by employees must be approved by the IT Director. All personal wireless devices shall be purchased by the employee at the employee's expense. The City will not be responsible for initiating or terminating personal cellular service. Devices are the sole responsibility of the wireless users, and the City assumes no responsibility for personal devices.
- c. Loss, Theft or Damage. The City assumes no responsibility for the loss, theft or damage of a personal wireless device. Repair and replacement of the personal device is at the sole expense and discretion of the employee.
- d. Monthly Stipend. The monthly stipend shall be approximately 50% of the City's average cost for a full cell phone and data plan service available on City-issued phones. Such stipend shall be set on a yearly basis by the City Administrator. In 2012, the stipend was \$40 per month.

The monthly stipend may be taxable income to the employee and will be reported annually on the employee's W-2 form. The stipend is intended to reimburse employees for use of their personal equipment and service for City business only.

Stipend payment will be prorated for all months when service is not continued for the full month. The employee agrees to reimburse through payroll deduction any stipend paid that was not earned.

CITY OF DE PERE

Title: **TECHNOLOGY USE POLICY**Last revised: **NOVEMBER 6, 2013**

- e. Conditions for Monthly Stipend. Receiving a monthly stipend means the employee's personal cell phone number may become available to City employees and/or members of the public. The employee must provide a written statement authorizing the City to release this phone number as may be required by Wis. Stat. § 19.36(10)(a).

The City is required to comply with the Wisconsin Public Records Law, including electronic media. All messages and data transmitted by or transferred to a personal wireless device and that qualifies as a "record" under applicable law will be subject to public record retention requirements of the City. Such messages and data shall be archived by the City on its own internal servers. Text messages sent and received and phone logs pertaining to City business will be retrieved from the employee's personal service provider if required for compliance with public records law. The employee must cooperate with the City to obtain these records and consent to the release of these records to the City, regardless of whether the employee receives a stipend.

The employee shall maintain continued phone and data service while receiving the stipend. Failure to do so could result in disciplinary action. All service and billing issues on personal devices are the sole responsibility of the employee.

Supervisors are responsible for verifying that employees receiving a stipend for personal use of their own device are, in fact, maintaining such service. Employees violating this Policy may be subject to disciplinary action, up to and including dismissal.

- f. Cooperation in Obtaining Records. Employees who use their personal device or service for City business agree to, in exchange for being able to use their personal equipment in lieu of City-provided equipment, cooperate with and assist the City in obtaining records from the employee's service provider for legitimate City interests including for purposes of public records law compliance, preserving records for litigation involving the City, or conducting an investigation. Any review of personal cell records will be done by the Human Resources Director or the City Attorney or their designees, with the employee and/or his or her representative present, to determine the City's interest in the information.

CITY OF DE PERE	
Title: FLSA SAFE HARBOR POLICY	Last revised: NOVEMBER 6, 2013

ADDENDUM AA **SAFE HARBOR POLICY**

PURPOSE

The Safe Harbor Policy's purpose is to:

- announce the City's "good faith" commitment to comply with the regulations and its commitment to reimburse employees for any improper deductions;
- clearly state and inform City employees of the procedures and exceptions surrounding permissible salary deductions;
- define "actual practice" in relation to improper salary deductions; and
- inform City employees of a complaint mechanism if employees believe that their pay has been improperly deducted.

POLICY

The City is committed to complying with the pay practices governed by the Fair Labor Standards Act. If employees have questions about this Safe Harbor Policy or the regulations defining it, then they should please see the City Administrator, or his or her designee, who can help the employee to understand how the regulations affect a given situation.

Being an exempt employee means an employee is not entitled to receive overtime pay regardless of how many hours worked each week. Exempt status also means the employee is guaranteed a salary of a "predetermined amount" and the amount cannot be reduced because of variations in the quality or quantity of work performed.

There are certain instances when the City is allowed to deduct wages from an exempt employee's salary. These permissible deductions are as follows:

- when an employee is absent from work for one or more full days for personal reasons, other than sickness or disability, and the employee has no vacation or personal time off remaining for the year;
- when an employee is absent from work for one or more full days due to sickness or disability if the deductions are made under a bona fide plan, policy or practice of providing wage replacement benefits for these types of absences, such as long-term disability, and the employee has no vacation or personal time off remaining for the year;
- proportionate part of an employee's full salary may be paid for time actually worked in the first and last weeks of employment;
- to offset any amounts received as payment for jury fees, witness fees, or military pay;
- penalties imposed in good faith for violating safety rules of "major significance;"
- unpaid disciplinary suspension of one or more full days imposed in good faith for violations of workplace conduct rules such as insubordination, sexual harassment, workplace violence, or any other violations as stated in this Manual;

CITY OF DE PERE	
Title: FLSA SAFE HARBOR POLICY	Last revised: NOVEMBER 6, 2013

- unpaid leave taken under the Family and Medical Leave Act;
- leave deductions under the public accountability rules of the Department of labor; and
- as otherwise permitted by law.

Isolated or inadvertent improper deductions will not result in the loss of an employee's exempt status if the City reimburses the employee. However, an "actual practice" of making improper deductions from salary will result in the loss of the exemption:

- during the time period in which improper deductions were made;
- for employees in the same job classifications; or
- working for the same managers responsible for the actual improper deductions.

Factors that may suggest an actual practice of improper salary deductions include:

- the number of improper deductions, particularly as compared to the number of employee infractions warranting discipline;
- the time period during which the City made improper deductions;
- the number and geographic location of both the employees whose salaries were improperly reduced and the managers responsible; or
- whether the City has a clearly communicated policy permitting or prohibiting improper deductions.

Improper salary deductions are a serious violation of this Safe Harbor Policy. If an employee believes improper salary deductions have been made from his or her paycheck, then please contact the Human Resources Director immediately. Once notified, the City will work to resolve the issue and reimburse the employee if an improper deduction had in fact been made. If the employee believes the resolution offered by the City is unsatisfactory or unlawful, the employee may file a complaint with the U.S. Department of Labor, Wage and Hour Division either by mail or in person.

CITY OF DE PERE	
Title: RETIREMENT/RESIGNATION	Last revised: NOVEMBER 6, 2013

ADDENDUM BB

RETIREMENT/RESIGNATION

PURPOSE

An employee's employment with the City may end by termination, resignation or retirement. As used in this POLICY, the terms retire or retirement have special meaning compared to termination or resignation.

POLICY

I. DEFINITION OF RETIREMENT

An employee resignation occurs when an employee voluntarily chooses to separate his or her employment from the City. An employee retirement occurs when an employee voluntarily chooses to separate employment from the City for the sole purpose of voluntarily ending work and collecting a full retirement pension from the WRS or to receive a disability annuity as defined by Wis. Stat. ch. 40.02(21), or for purposes of voluntarily ending work even if the employee is not eligible for a full pension from the WRS. To be eligible for City benefits just offered to retired employees, employees must have worked 5 years in either a regular part or full-time capacity. The City reserves the right to determine, in its discretion, when an employee is engaging in a retirement or a resignation, and the decision of the City Administrator shall be final. An employee termination occurs when an employee is fired or dismissed involuntarily from employment with the City.

II. RESIGNATION/RETIREMENT PROCESS

Employees shall submit a notice of resignation or retirement in writing as far in advance as possible. To leave in good standing, department heads and supervisors should submit a written resignation to the City Administrator at least 30 days before resignation and 60 days before their anticipated retirement date. All other employees should provide a minimum of two weeks' notice for resignations and a minimum of one month's notice for retirements. An employee should plan to work on the employee's last day unless there are extenuating circumstances as approved by the Human Resources Director. Upon compliance with submitting a retirement notice that is at least 30 or 60 days in advance, where applicable, as well as actually working the last day, then an additional vacation day will be awarded at the employee's current rate of pay and will be paid out.

Employees should contact the WRS (also known as the Department of Employee Trust Funds) for information regarding retirement eligibility as well as retirement estimates. Employees should request this estimate from WRS at least 60 days before their projected retirement date. Information can be requested from the WRS over the phone or online at <http://etf.wi.gov>. Upon retirement eligibility, contact the Human Resources Department for an informational retirement pamphlet.

CITY OF DE PERE	
Title: RETIREMENT/RESIGNATION	Last revised: NOVEMBER 6, 2013

Prior to departure, the employee should call the Human Resources Department to schedule an exit interview. This interview is important to discuss the effect of the resignation on benefits such as health insurance, life insurance, and the WRS. Leave balances will be calculated, as well as any other additional compensation the employee may be eligible to receive.

- a. An employee who leaves the service of the City for any reason shall receive all pay due to him or her, with the following qualifications:
- b. Pay for all unused accrued vacation, provided proper notification of resignation is given to the department head or supervisor.
- c. Floating holidays must be used; floating holiday pay is never paid out.
- d. If a retirement, then the sick leave balance will be calculated by taking the employee's current rate of pay and multiplying it by 100% of the unused sick leave. Sick Leave will continue to accumulate up to and through the last day worked. This amount may be used to pay future medical premiums. Sick leave conversion balances cannot be paid out in cash. See Addendum R Sick Leave Program and Policy. Accrued but unused sick leave is not payable or accessible for medical premiums for an employee who resigns or is terminated.
- e. Compensatory time amounts will not be paid out for exempt employees. Payment shall be made for accrued compensatory time upon termination of employment for all other employees.
- f. If the employee owes money to the City at the time of separation, final pay will be applied against the owed account, and a receipt and the remaining balance will be sent to the employee, provided the employee still receives minimum wage and any overtime pay. Partial settlement of an account by application of final pay will not release an employee from any remaining balance due.
- g. In the case of an employee's death, the surviving spouse or the employee's estate will be paid accrued vacation and may have access to accrued but unused sick leave for health insurance premium purposes if the employee was eligible to retire or receive a disability annuity as defined by Wis. Stats. §40.02(21) and otherwise meets the requirements of the Sick Leave Program and Policy in Addendum R.

III. EARNED BENEFITS

To determine earned benefits during the year of separation, a full month benefit will be granted if the separation date is on or after the 15th day of the month, and if the separation date is prior to the 15th of the month, then no benefits will be granted for the month in which the separation occurs. All City property must be returned to the employee's supervisor.

CITY OF DE PERE	
Title: WORKPLACE SAFETY & REPORTING INJURIES OR ILLNESS	Last revised: NOVEMBER 6, 2013

ADDENDUM CC

WORKPLACE SAFETY & REPORTING INJURIES OR ILLNESS

PURPOSE

The City is committed to provide as safe a work environment as possible for all its employees. The prevention of accidents and injuries to its employees and the public is of utmost importance.

POLICY

I. SUPERVISOR RESPONSIBILITIES

- Each supervisor is responsible for the safe maintenance of the physical work environment and for the safe job performance of employees under his or her supervision.
- Supervisors shall be responsible for requiring all employees to promptly report all injuries and accidents.
- Immediately notify payroll of any work-related injury which results in an employee being off the job and unable to work. In such circumstances, the supervisor shall undertake an investigation and shall submit a "Supervisor's Accident Report Investigation" to payroll within two weeks of the initial injury or as soon as the supervisor is reasonably able to do so.
- Assure prompt medical attention for the injured employee based on the City's injury reporting guidelines. (Note that emergency situations are not covered by this procedure.) All employees should report to their supervisor before seeking medical treatment.
- The supervisor, with the injured employee, must complete an Employee Incident Report and investigate any injury/illness to determine any underlying causes of how and why the accident occurred.
- The supervisor should fax the "Employee Incident Report" to the insurance company's claim department.
- All incidents should be reported before the end of the work shift, within 24 hours.
- In case of a serious incident, the area should be roped off and no cleanup performed if there are hazardous materials that could cause injury to others. Proper authorities should be contacted immediately.
- For less serious injuries, any unsafe conditions should be corrected immediately to prevent potential injury to others. Any remedial efforts to prevent future related incidents should be reported to the Human Resources Department.
- Responsible for identifying transitional duty work availability within an injured employee's current work restrictions/limitations.

CITY OF DE PERE	
Title: WORKPLACE SAFETY & REPORTING INJURIES OR ILLNESS	Last revised: NOVEMBER 6, 2013

Special Note Reporting a Fatality or Multiple Hospitalization Incidents:

- Per OSHA/DECOMM requirements, within eight hours after the death of any employee from a work-related incident or the in-patient hospitalization of three or more employees, the Human Resources Department or, if not available, the Department head, shall orally report the fatality/multiple hospitalization by telephone to the Department of Commerce Office at (608) 266-1343.

II. EMPLOYEE RESPONSIBILITIES

- All employees shall immediately report all work-related accidents and injuries, no matter how minor, on the “Report of Injury or Illness Report” sheet by the end of the shift, on the day such accident or injury occurred, or as soon as the employee is reasonably able to do so. Instructions and further information are on the Incidence Report sheet, including directions of where to fax the required information. Such reports shall be submitted to the supervisor, who will be responsible for forwarding the report to payroll.
- Employees shall seek medical treatment for the injury or illness as soon as medically possible. Any delay could intensify the injury or illness and make matters worse.
- The employee shall inform the treating provider that there are light duty jobs available and provide the provider with a Return to Work Form for return to work recommendations/limitations.
- The employee will comply with any physician restrictions and advice and will not engage in any activity which would hinder his or her recovery.
- The employee shall stay in touch with the Human Resources Department, payroll and the insurance company claim contact.
- The employee shall report to work as prescribed by the treating provider with a written update of his or her condition on the next shift after receiving a release to return to work.
- The employee will keep his or her supervisor advised of the status of his or her condition, and will provide the City with information regarding the nature of the injury, duration of treatment, any restrictions, and, if work time is lost, expected date of return.

Employees are covered by workers’ compensation insurance in accordance with state law. See Section 7.13 for more information on workers’ compensation.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Appointment of Election Officials for 2014-2015 Elections.

Recommendation to the Honorable Mayor and Members of the Common Council as submitted by the Clerk-Treasurer of the City of De Pere:

Pursuant to Section 7.30(4), Wisconsin State Statutes, attached is a list of Election Officials recommended for appointment for the 2014-2015 Election Cycle.

Respectfully Submitted,

Shana Defnet, Clerk-Treasurer

ATTACHMENTS:

- Poll Worker Appointment Sheet 2014-2015 (XLSX)

City of De Pere, Brown County, WI
 Clerk-Treasurer's List of Election Officials Recommended for Appointment
 January 1, 2014 - December 31, 2015

Last Name	First Name	Middle	District Number	Party Affiliation
Arnold	Holly		1	Republican
Brennan	Patricia	K.	1	Republican
Delair	Daniel		1	Republican
Erickson	Dorothy		1	Republican
Gause	Bob		1	Republican
Gause	Julie		1	Republican
Graham	Dennis		1	Democratic
Graham	Mary		1	Democratic
Hoefl	Paul		1	Republican
James	Joan		1	Republican
Jensen	Niels	K.	1	Unaffiliated
Kavalkovich	John		1	Unaffiliated
Knitter	Jean		1	Unaffiliated
Koop	Sharon	L.	1	Democratic
Lehnert	James		1	Unaffiliated
Letourneau	Roger		1	Unaffiliated
Lindberg	Laurie		1	Unaffiliated
Lyles	William		1	Republican
Maufort	Philys		1	Republican
McGee	Mary		1	Republican
Neidenbach	Jeanne		1	Unaffiliated
Ott	Alyce		1	Unaffiliated
Sabel	Kate	M.	1	Democratic
Sabin	Guy		1	Republican
Sausen	Marilyn	C.	1	Democratic
Sternkopf	Karen	L.	1	Unaffiliated
Switzer	Jane	M.	1	Democratic
Switzer	John		1	Democratic
Trochil	Clarence	L.	1	Democratic
Trochil	Joan	E.	1	Democratic
Urlick	Lisa		1	Republican
Vandelist	Bridget	A.	1	Unaffiliated
Baice	Jan		2	Republican
Calaway	Margaret	M.	2	Unaffiliated
Danen	Betty	A.	2	Democratic
Day	Dennis	R.	2	Unaffiliated
De Vleeshower	Mary	J.	2	Democratic
Demkowicz	Don		2	Republican
Jansen	Bernice	M.	2	Unaffiliated
Karcz	Sherry	A.	2	Unaffiliated
Kiley	Kathleen	Ann	2	Unaffiliated
Sacho	Phyllis	L.	2	Democratic

City of De Pere, Brown County, WI

Last Name	First Name		District Number	Party Affiliation
Sands	Susan	K.	2	Unaffiliated
Siebers	Nancy	Mary	2	Unaffiliated
Toonen	Carol	A.	2	Unaffiliated
Van Remortel	Mary	Jane	2	Unaffiliated
Van Grunsven	Joan	M	2	Unaffiliated
Vanderkelen	Dorothy	G.	2	Unaffiliated
Waise	Cheryl	K.	2	Republican
Wellens	Helen	M.	2	Unaffiliated
Wilmet	Marlene	M.	2	Unaffiliated
Albers	Joanne	M.	3	Unaffiliated
Ambrosius	Shirley	M.	3	Unaffiliated
Bain	Mildren	C.	3	Unaffiliated
Baeten	Julie	A.	3	Unaffiliated
Brooks	Ann		3	Republican
Koltz	Marilyn	A.	3	Unaffiliated
Mullins	Susan		3	Republican
Nelson	Roger	W.	3	Unaffiliated
Peters	Carol	M.	3	Unaffiliated
Schanen	Jennifer	G.	3	Unaffiliated
Smits	Georgiana	J.	3	Unaffiliated
VandenLangenBerg	Donald	J.	3	Unaffiliated
Verhagen	Sandra	Lee	3	Unaffiliated
Weier	Elizabeth	J.	3	Republican
Coenen	Janice		4	Unaffiliated
Dorn	Barbara	E.	4	Democratic
Florack	Barbara	C.	4	Unaffiliated
Hoffman	Sue	M.	4	Unaffiliated
Kempen	Patricia	M.	4	Unaffiliated
Lindbloom	Dennis		4	Republican
Maes	Carol	L.	4	Unaffiliated
Mapes	Marlene		4	Democratic
Ness	Carol	A.	4	Democratic
Paust	David		4	Republican
Phillips	Jennifer		4	Democratic
Roemaat	Ann	M.	4	Democratic
Rohde	Kathy	L.	4	Unaffiliated
Rottier	Judy		4	Democratic
Schierl	Carol		4	Republican
Schlender	Janice	L.	4	Unaffiliated
Sinclair	Lynn	M.	4	Unaffiliated
Stank	Sandra		4	Democratic
Tomchek	Steven	D.	4	Unaffiliated
Willems	Joe	A.	4	Unaffiliated
Willems	Mary	Ann	4	Unaffiliated

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 17, 2013
DEPARTMENT: City Clerk-Treasurer
FROM: Vicki Scray
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 12-17-13 VOUCHERS (PDF)

PACKET: 04192 DEC 2013 COUNCIL - 2 12-17-13

VENDOR SET: 01

BANK : AP ASSOCIATED

32.a

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6426	ACL							
	I-201311-0	ACL	R	12/17/2013		80.40CR	070025	80.40
1681	ADVANCE CONSTRUCTION INC							
	I-13-18 (1)	ADVANCE CONSTRUCTION INC	R	12/17/2013		333,862.86CR	070026	333,862.86
2982	ALL CITY COMMUNICATIONS							
	I-4699567-120113	ALL CITY COMMUNICATIONS	R	12/17/2013		163.00CR	070027	163.00
0007	AMBROSIUS SALES & SERVICE							
	I-77639	AMBROSIUS SALES & SERVICE	R	12/17/2013		399.99CR	070028	399.99
6866	AMERICAN HEALTH & SAFETY							
	I-900105	AMERICAN HEALTH & SAFETY	R	12/17/2013		84.70CR	070029	
	I-900274	AMERICAN HEALTH & SAFETY	R	12/17/2013		636.87CR	070029	
	I-900866	AMERICAN HEALTH & SAFETY	R	12/17/2013		145.20CR	070029	866.77
6022	APPLETON POST CRESCENT							
	I-7651175	APPLETON POST CRESCENT	R	12/17/2013		1,159.47CR	070030	1,159.47
6862	HELEN ARENDT-GUBICS							
	I-201312062826	HELEN ARENDT-GUBICS	R	12/17/2013		190.00CR	070031	190.00
6709	ASSOC OF WI SCHOOL ADMINISTRATORS							
	I-6685619	ASSOC OF WI SCHOOL ADMINISTRAT	R	12/17/2013		180.00CR	070032	
	I-6695400	ASSOC OF WI SCHOOL ADMINISTRAT	R	12/17/2013		180.00CR	070032	360.00
0442	BADGER LABORATORIES & ENGINEERING							
	I-INV000055546	BADGER LABORATORIES & ENGINEER	R	12/17/2013		180.00CR	070033	180.00
5497	BADGER MAILING & SHIPPING SYSTEMS INC							
	I-60352	BADGER MAILING & SHIPPING SYST	R	12/17/2013		30.83CR	070034	30.83
0020	BADGERLAND PRINTING INC							
	I-22780	BADGERLAND PRINTING INC	R	12/17/2013		72.00CR	070035	72.00
0023	BATTERIES PLUS LLC							
	I-501-412499	BATTERIES PLUS LLC	R	12/17/2013		399.00CR	070036	399.00
0027	BAY TOWEL INC							
	I-1725130	BAY TOWEL INC	R	12/17/2013		122.83CR	070037	
	I-1726501	BAY TOWEL INC	R	12/17/2013		36.40CR	070037	
	I-1726502	BAY TOWEL INC	R	12/17/2013		50.42CR	070037	
	I-1729713	BAY TOWEL INC	R	12/17/2013		36.40CR	070037	
	I-1729714	BAY TOWEL INC	R	12/17/2013		50.42CR	070037	296.47

Attachment: 12-17-13 VOUCHERS (1701 : Voucher Approval.)

PACKET: 04192 DEC 2013 COUNCIL - 2 12-17-13

32.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0025	BAYCOM INC I-152302	BAYCOM INC	R	12/17/2013		620.50CR	070038	620.50
4784	BEACON ATHLETICS I-432052-IN	BEACON ATHLETICS	R	12/17/2013		640.75CR	070039	640.75
2831	BODART ELECTRIC SERVICE INC I-7219	BODART ELECTRIC SERVICE INC	R	12/17/2013		5,050.00CR	070040	5,050.00
0649	BRAUER SUPPLY & EQUIPMENT I-201312022 I-20131203	BRAUER SUPPLY & EQUIPMENT BRAUER SUPPLY & EQUIPMENT	R R	12/17/2013 12/17/2013		399.80CR 6,520.00CR	070041 070041	 6,919.80
6751	BRIDGEPORT MFG. INC. I-27907-00	BRIDGEPORT MFG. INC.	R	12/17/2013		487.89CR	070042	487.89
6867	BRITTEN BANNERS INC. I-13307361.01	BRITTEN BANNERS INC.	R	12/17/2013		261.93CR	070043	261.93
0038	BROADWAY AUTOMOTIVE INC I-682022P	BROADWAY AUTOMOTIVE INC	R	12/17/2013		81.63CR	070044	81.63
0888	BROWN COUNTY HEALTH DEPT I-2013-067	BROWN COUNTY HEALTH DEPT	R	12/17/2013		1,815.12CR	070045	1,815.12
0042	BROWN COUNTY HIGHWAY DEPARTMENT I-201312062827	BROWN COUNTY HIGHWAY DEPARTMEN	R	12/17/2013		111.50CR	070046	111.50
2944	BROWN COUNTY JAIL I-201312062828	BROWN COUNTY JAIL	R	12/17/2013		120.00CR	070047	120.00
0044	BROWN COUNTY REGISTER OF DEEDS I-201312062829	BROWN COUNTY REGISTER OF DEEDS	R	12/17/2013		92.00CR	070048	92.00
2708	CLEANING SOLUTION SERVICES INC I-05-8587 I-05-8588 I-05-8612	CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC	R R R	12/17/2013 12/17/2013 12/17/2013		1,363.55CR 1,225.00CR 123.42CR	070049 070049 070049	 2,711.97
6414	COMMUNICATIONS ENGINEERING CO I-BILL145036	COMMUNICATIONS ENGINEERING CO	R	12/17/2013		495.00CR	070050	495.00

Attachment: 12-17-13 VOUCHERS (1701 : Voucher Approval.)

PACKET: 04192 DEC 2013 COUNCIL - 2 12-17-13

VENDOR SET: 01

32.a

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0217	COUNTRY VISIONS COOPERATIVE							
	I-201312092831	COUNTRY VISIONS COOPERATIVE	R	12/17/2013		36.99CR	070051	36.99
0063	DAANEN & JANSSEN INC							
	I-135235	DAANEN & JANSSEN INC	R	12/17/2013		540.00CR	070052	540.00
6863	DAVEL ENGINEERING & ENVIRON INC.							
	I-314642	DAVEL ENGINEERING & ENVIRON IN	R	12/17/2013		1,700.00CR	070053	1,700.00
0075	DIGGERS HOTLINE INC							
	I-131 1 36401	DIGGERS HOTLINE INC	R	12/17/2013		321.90CR	070054	321.90
3212	DIXON ENGINEERING INC							
	I-13-7120	DIXON ENGINEERING INC	R	12/17/2013		1,250.00CR	070055	
	I-13-7121	DIXON ENGINEERING INC	R	12/17/2013		1,700.00CR	070055	
	I-13-7122	DIXON ENGINEERING INC	R	12/17/2013		850.00CR	070055	3,800.00
0086	EMPLOYEE RESOURCE CENTER INC							
	I-1113-204	EMPLOYEE RESOURCE CENTER INC	R	12/17/2013		345.00CR	070056	345.00
4915	ENVIROTECH EQUIPMENT CO, LLC							
	I-112313-3A	ENVIROTECH EQUIPMENT CO, LLC	R	12/17/2013		24.82CR	070057	
	I-113013-4A	ENVIROTECH EQUIPMENT CO, LLC	R	12/17/2013		24.22CR	070057	49.04
0091	FASTENAL COMPANY							
	I-WIGRE282407	FASTENAL COMPANY	R	12/17/2013		15.79CR	070058	
	I-WIGRE282445	FASTENAL COMPANY	R	12/17/2013		14.59CR	070058	
	I-WIGRE282484	FASTENAL COMPANY	R	12/17/2013		35.78CR	070058	
	I-WIGRE282568	FASTENAL COMPANY	R	12/17/2013		51.48CR	070058	117.64
0093	FEDERAL EXPRESS CORP							
	I-1-250-12507	FEDERAL EXPRESS CORP	R	12/17/2013		23.68CR	070059	
	I-2-471-67621	FEDERAL EXPRESS CORP	R	12/17/2013		25.96CR	070059	49.64
0331	FERGUSON WATERWORKS #1476 INC							
	I-143446	FERGUSON WATERWORKS #1476 INC	R	12/17/2013		6,500.00CR	070060	6,500.00
2627	FESTIVAL FOODS INC							
	I-109	FESTIVAL FOODS INC	R	12/17/2013		32.65CR	070061	
	I-134	FESTIVAL FOODS INC	R	12/17/2013		8.18CR	070061	40.83
0200	FIRST SUPPLY GREEN BAY LLC							
	I-2207823-01	FIRST SUPPLY GREEN BAY LLC	R	12/17/2013		230.20CR	070062	
	I-2232213-00	FIRST SUPPLY GREEN BAY LLC	R	12/17/2013		22.56CR	070062	252.76

Attachment: 12-17-13 VOUCHERS (1701 : Voucher Approval.)

PACKET: 04192 DEC 2013 COUNCIL - 2 12-17-13

32.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6654	FLEETPRIDE I-57902306	FLEETPRIDE	R	12/17/2013		683.92CR	070063	683.92
0105	FOX SPECIALITY COMPANY I-26600	FOX SPECIALITY COMPANY	R	12/17/2013		68.97CR	070064	68.97
0107	FOX VALLEY TECHNICAL COLLEGE I-EC56359	FOX VALLEY TECHNICAL COLLEGE	R	12/17/2013		800.00CR	070065	800.00
0562	GALL'S INC I-1262141 I-1265541 I-1274866 I-1278248 I-1279519 I-1292343	GALL'S INC GALL'S INC GALL'S INC GALL'S INC GALL'S INC GALL'S INC.	R	12/17/2013 12/17/2013 12/17/2013 12/17/2013 12/17/2013 12/17/2013		28.49CR 254.31CR 423.73CR 429.31CR 34.30CR 27.99CR	070066 070066 070066 070066 070066 070066	 1,198.13
0111	GAT SUPPLY INC I-23699	GAT SUPPLY INC	R	12/17/2013		22.80CR	070067	22.80
0112	GEAR BOX INC, THE I-216429-000	GEAR BOX INC, THE	R	12/17/2013		5,187.62CR	070068	5,187.62
0116	GRAINGER INC I-9302643136 I-9304317465 I-9307594870 I-9307594888 I-9308122234	GRAINGER INC GRAINGER INC GRAINGER INC GRAINGER INC GRAINGER INC	R	12/17/2013 12/17/2013 12/17/2013 12/17/2013 12/17/2013		322.43CR 1,078.58CR 134.28CR 114.00CR 110.16CR	070069 070069 070069 070069 070069	 1,759.45
2044	GREEN BAY TITLE COMPANY INC I-GB35555 I-TS58543	GREEN BAY TITLE COMPANY INC GREEN BAY TITLE COMPANY INC	R	12/17/2013 12/17/2013		555.00CR 110.00CR	070070 070070	 665.00
3521	HD SUPPLY WATERWORKS LTD I-B564564 I-B810936	HD SUPPLY WATERWORKS LTD HD SUPPLY WATERWORKS LTD	R	12/17/2013 12/17/2013		33,750.00CR 510.00CR	070071 070071	 34,260.00
5674	HOME TEAM SPORTS & APPAREL INC I-17449 I-17464	HOME TEAM SPORTS & APPAREL INC HOME TEAM SPORTS & APPAREL INC	R	12/17/2013 12/17/2013		229.95CR 656.01CR	070072 070072	 885.96

Attachment: 12-17-13 VOUCHERS (1701 : Voucher Approval.)

PACKET: 04192 DEC 2013 COUNCIL - 2 12-17-13

32.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5484	HYDRO DESIGNS INC I-30697-IN	HYDRO DESIGNS INC	R	12/17/2013		2,876.00CR	070073	2,876.00
4990	ICC I-2979653	ICC	R	12/17/2013		50.00CR	070074	50.00
1399	INDOFF INC I-2372499 I-2374048 I-2375577 I-2376171 I-2376180 I-2376304 I-2377686	INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC	R	12/17/2013 12/17/2013 12/17/2013 12/17/2013 12/17/2013 12/17/2013 12/17/2013		85.24CR 91.84CR 78.58CR 781.65CR 19.69CR 325.00CR 45.98CR	070075 070075 070075 070075 070075 070075 070075	1,427.98
0567	INDUSTRIAL MARKETING CORP I-38803	INDUSTRIAL MARKETING CORP	R	12/17/2013		10.33CR	070076	10.33
1276	JX ENTERPRISES INC I-D-233290116 I-D-233290120 I-D-233360033 I-D-233370031 I-D-233380074	JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC	R	12/17/2013 12/17/2013 12/17/2013 12/17/2013 12/17/2013		88.65CR 15.09CR 78.60CR 3.10CR 32.64CR	070077 070077 070077 070077 070077	218.08
0149	KIMCO ENGRAVING INC I-24190	KIMCO ENGRAVING INC	R	12/17/2013		55.00CR	070078	55.00
3140	KUNDINGER FLUID POWER INC C-1252383 I-50262642	KUNDINGER FLUID POWER INC KUNDINGER FLUID POWER INC	R	12/17/2013 12/17/2013		150.78 743.77CR	070079 070079	592.99
1443	MARTIN SECURITY SYSTEMS INC I-100633 I-100634	MARTIN SECURITY SYSTEMS INC MARTIN SECURITY SYSTEMS INC	R	12/17/2013 12/17/2013		299.40CR 299.40CR	070080 070080	598.80
4498	MC MAHON ASSOC INC I-46340	MC MAHON ASSOC INC	R	12/17/2013		722.50CR	070081	722.50
0173	MENARDS INC I-31274 I-31283 I-31844 I-31848 I-32029	MENARDS INC MENARDS INC MENARDS INC MENARDS INC MENARDS INC	R	12/17/2013 12/17/2013 12/17/2013 12/17/2013 12/17/2013		15.00CR 3.12CR 27.00CR 7.50CR 343.80CR	070082 070082 070082 070082 070082	396.42

Attachment: 12-17-13 VOUCHERS (1701 : Voucher Approval.)

PACKET: 04192 DEC 2013 COUNCIL - 2 12-17-13

32.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6864	MOOREN, SYLVESTER I-201312092832	MOOREN, SYLVESTER	R	12/17/2013		110.00CR	070083	110.00
1475	MUNICIPAL CODE CORP I-236255	MUNICIPAL CODE CORP	R	12/17/2013		6,841.05CR	070084	6,841.05
0076	NASSCO INC I-S1742034.001	NASSCO INC	R	12/17/2013		170.31CR	070085	170.31
3191	NIELSON COMMUNICATIONS INC I-GB13-16371	NIELSON COMMUNICATIONS INC	R	12/17/2013		14.00CR	070086	14.00
6250	NORTH AMERICAN FLY & TRADING I-29237	NORTH AMERICAN FLY & TRADING	R	12/17/2013		562.40CR	070087	562.40
0531	NORTHEAST AUTO PARTS INC I-285011 I-285031 I-285070 I-285220 I-285290	NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC NORTHEAST AUTO PARTS INC	R R R R R	12/17/2013 12/17/2013 12/17/2013 12/17/2013 12/17/2013		65.98CR 46.47CR 31.98CR 7.99CR 308.00CR	070088 070088 070088 070088 070088	 460.42
4848	NORTHERN METAL & ROOFING COMPANY, INC I-20640-IN	NORTHERN METAL & ROOFING COMPA	R	12/17/2013		16,830.00CR	070089	16,830.00
0966	OLD DOMINION BRUSH I-51447-IN I-51539-IN I-51762-IN	OLD DOMINION BRUSH OLD DOMINION BRUSH OLD DOMINION BRUSH	R R R	12/17/2013 12/17/2013 12/17/2013		995.34CR 134.47CR 576.13CR	070090 070090 070090	 1,705.94
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC I-154014	OSHKOSH FIRE & POLICE EQUIPMEN	R	12/17/2013		2,807.00CR	070091	2,807.00
6791	PACKERLAND ELECTRIC LLC I-5164	PACKERLAND ELECTRIC LLC	R	12/17/2013		1,075.00CR	070092	1,075.00
6126	PM SUPPLY - WRIGHT INDUSTRIAL I-41516 I-41544	PM SUPPLY - WRIGHT INDUSTRIAL PM SUPPLY - WRIGHT INDUSTRIAL	R R	12/17/2013 12/17/2013		354.96CR 30.75CR	070093 070093	 385.71
0208	POMP'S TIRE SERVICE INC C-10085546 C-1010012737 I-1010012339 I-1010014119 I-1010014268 I-90011998	POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC	R R R R R R	12/17/2013 12/17/2013 12/17/2013 12/17/2013 12/17/2013 12/17/2013		60.00 497.02 497.02CR 2,400.00CR 860.88CR 63.52CR	070094 070094 070094 070094 070094 070094	 3,264.40

Attachment: 12-17-13 VOUCHERS (1701 : Voucher Approval.)

PACKET: 04192 DEC 2013 COUNCIL - 2 12-17-13

VENDOR SET: 01

BANK : AP ASSOCIATED

32.a

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1701	PRAXAIR DISTRIBUTION INC I-47897800	PRAXAIR DISTRIBUTION INC	R	12/17/2013		20.80CR	070095	20.80
0395	PRO ONE JANITORIAL INC I-87936	PRO ONE JANITORIAL INC	R	12/17/2013		992.18CR	070096	992.18
3266	QUALITY SANDBLASTING & COATINGS I-3879	QUALITY SANDBLASTING & COATING	R	12/17/2013		2,250.00CR	070097	2,250.00
0228	RENT A FLASH OF WISCONSIN INC I-41674	RENT A FLASH OF WISCONSIN INC	R	12/17/2013		4,888.00CR	070098	4,888.00
5393	RICOH USA INC. I-17368236	RICOH USA INC.	R	12/17/2013		2,151.97CR	070099	2,151.97
0158	ROBERT E LEE & ASSOCIATES INC I-67075 I-67076	ROBERT E LEE & ASSOCIATES INC ROBERT E LEE & ASSOCIATES INC	R R	12/17/2013 12/17/2013		1,603.65CR 162.41CR	070100 070100	1,766.06
1023	S & S WORLDWIDE I-7925912	S & S WORLDWIDE	R	12/17/2013		211.96CR	070101	211.96
4875	SANOFI PASTEUR I-902424454	SANOFI PASTEUR	R	12/17/2013		33.92CR	070102	33.92
1446	SNAP ON INDUSTRIAL I-ARV/21309287 I-ARV/21313028 I-ARV/21318347	SNAP ON INDUSTRIAL SNAP ON INDUSTRIAL SNAP ON INDUSTRIAL	R R R	12/17/2013 12/17/2013 12/17/2013		19.74CR 1,449.47CR 104.30CR	070103 070103 070103	1,573.51
0999	STAPLES ADVANTAGE I-3215432296	STAPLES ADVANTAGE	R	12/17/2013		54.43CR	070104	54.43
0257	STREICHER'S INC I-I1058059 I-I1059800 I-I1059987 I-I1060036	STREICHER'S INC STREICHER'S INC STREICHER'S INC STREICHER'S INC	R R R R	12/17/2013 12/17/2013 12/17/2013 12/17/2013		47.98CR 18.98CR 24.99CR 186.98CR	070105 070105 070105 070105	278.93
3253	BILL TEWS I-201312092833	BILL TEWS	R	12/17/2013		118.16CR	070106	118.16

Attachment: 12-17-13 VOUCHERS (1701 : Voucher Approval.)

PACKET: 04192 DEC 2013 COUNCIL - 2 12-17-13

32.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0268	TRUCK EQUIPMENT INC I-9624	TRUCK EQUIPMENT INC	R	12/17/2013		45.79CR	070107	45.79
0272	UNIFORM SHOPPE INC I-226683 I-226921	UNIFORM SHOPPE INC UNIFORM SHOPPE INC	R	12/17/2013 12/17/2013		44.95CR 19.90CR	070108 070108	64.85
4696	US CELLULAR I-15493861	US CELLULAR	R	12/17/2013		103.80CR	070109	103.80
5892	VONBRIESEN & ROPER SC I-8983	VONBRIESEN & ROPER SC	R	12/17/2013		7,403.20CR	070110	7,403.20
0962	VOS ELECTRIC INC I-75422	VOS ELECTRIC INC	R	12/17/2013		498.36CR	070111	498.36
0280	MICHAEL J WALSH I-201312092834	MICHAEL J WALSH	R	12/17/2013		70.65CR	070112	70.65
0282	WESCO DISTRIBUTION INC I-519852	WESCO DISTRIBUTION INC	R	12/17/2013		245.68CR	070113	245.68
0291	WI DEPT OF JUSTICE TIME MADISON I-201312092837	WI DEPT OF JUSTICE TIME MADI	R	12/17/2013		7.00CR	070114	7.00
1181	WI PARK AND RECREATION ASSOC I-201312092838 I-201312092839	WI PARK AND RECREATION ASSOC WI PARK AND RECREATION ASSOC	R	12/17/2013 12/17/2013		120.00CR 569.00CR	070115 070115	689.00
6811	CHRYSTAL WOLLER I-201312092835	CHRYSTAL WOLLER	R	12/17/2013		73.45CR	070116	73.45
6338	YAEGER OIL CO INC I-10449	YAEGER OIL CO INC	R	12/17/2013		89.78CR	070117	89.78
6865	PAUL ZIMMERMAN FOUNDRIES I-36085	PAUL ZIMMERMAN FOUNDRIES	R	12/17/2013		1,924.75CR	070118	1,924.75

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	94	0.00	483,485.09	483,485.09
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	94	0.00	483,485.09	483,485.09

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 12-17-13 VOUCHERS (1701 : Voucher Approval.)

PACKET: 04192 DEC 2013 COUNCIL - 2 12-17-13

32.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
--------	-------------	------	---------------	---------------	----------	--------	--------------	-----------------

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	12/2013	81,963.78CR
201	12/2013	17,427.42CR
205	12/2013	110.00CR
208	12/2013	44.42CR
290	12/2013	555.00CR
405	12/2013	340,516.51CR
455	12/2013	30.00CR
601	12/2013	31,270.47CR
650	12/2013	11,567.49CR
=====		
ALL		483,485.09CR

Attachment: 12-17-13 VOUCHERS (1701 : Voucher Approval.)

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: December 17, 2013
DEPARTMENT: City Clerk-Treasurer
FROM: Vicki Scray
SUBJECT: Operator License Applications

ATTACHMENTS:

- 12-17-13 Operator License List (PDF)

CITY OF DE PERE - DECEMBER 17, 2013

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
PREVIOUSLY TABLED OPERATOR LICENSE APPLICATIONS					
1	TREPANIER, KRISTIN N.	1187 OREGAN ST.	GREEN BAY	WI	54303
2	BERO, MISTY M.	1410 S. NORWOOD AVE.	GREEN BAY	WI	54304
OPERATOR LICENSE APPLICATIONS FOR THE 2012-2014 LICENSING PERIOD					
1	HOUSTON, BAILEY N.	514 N. BROADWAY ST., APT.	DE PERE	WI	54115

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Review tentative successor collective bargaining agreements with the De Pere Police Benevolent Association and the De Pere Professional Firefighters Association.

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #13-172, Ratifying Contract with the De Pere Police Benevolent Association.

ATTACHMENTS:

- Reso13-172 (DOCX)

RESOLUTION #13-172

RATIFYING CONTRACT WITH THE DE PERE POLICE BENEVOLENT ASSOCIATION

BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere,

Wisconsin, as follows:

That the Common Council of the City of De Pere hereby ratifies the amendments to the 2011-2013 labor agreement by and between the City and the De Pere Police Benevolent Association which amendments shall be incorporated in and made a part of the labor agreement to be in effect between the parties for the years 2014 and 2015; the Mayor and Clerk-Treasurer are authorized and directed to execute such amended labor agreement and to implement the amendments contained in said agreement as soon as practicable and consistent with established procedures.

BE IT FURTHER RESOLVED:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of

December, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso13-172 (1712 : Resolution #13-172, Ratifying Police Contract)

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: December 17, 2013

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #13-173, Ratifying Contract with the De Pere Professional Firefighters Association, IAFF Local 141.

ATTACHMENTS:

- Reso13-173 (DOCX)

RESOLUTION #13-173

RATIFYING CONTRACT WITH THE DE PERE PROFESSIONAL
FIREFIGHTERS ASSOCIATION, IAFF LOCAL 141

BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere,

Wisconsin, as follows:

That the Common Council of the City of De Pere hereby ratifies the amendments to the 2011-2013 labor agreement by and between the City and the De Pere Professional Firefighters Association IAFF Local 141, which amendments shall be incorporated in and made a part of the labor agreement to be in effect between the parties for the years 2014 and 2015; the Mayor and Clerk-Treasurer are authorized and directed to execute such amended labor agreement and to implement the amendments contained in said agreement as soon as practicable and consistent with established procedures.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of December, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso13-173 (1713 : Resolution #13-173, Ratifying Fire Contract)